

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the **City Council of SOUTH WEBER CITY**, Utah, will meet in a regular public meeting on **Tuesday, 23th Oct 2018** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

COUNCIL MEETING

1. Pledge of Allegiance: Councilmember Taylor
2. Prayer: Councilmember Halverson
3. Approval of Consent Agenda
 - a. Approval of 9 October 2018 City Council Meeting Minutes
4. Public Comment:
 - a. Please state your name and address
 - b. Please keep public comments to 3 minutes or less per person
 - c. Please address the entire city council
 - d. City council will not respond during the public comment period
5. Approval of Conditional Use 18-08 – PUD Overlay for Harvest Park at approximately 725 E 6640 S (34 lots)
6. Approval of Harvest Park Development Agreement (Cook Property)
7. Award of Salt Trucking Bid to Kastle Rock Excavation & Development 2018-2019 Season
8. Award of Easement Preparation Proposal Bid to Hansen and Associates, Inc.
9. Reports:
 - a. Mayor – on designated committee responsibilities
 - b. City Council – on designated committee responsibilities
 - c. City Manager – on current events and future agenda items
 - d. Planning Commission Liaison – meeting and current development update
 - e. Adjourn

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. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: Oct 18, 2018



CITY RECORDER: Mark McRae

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.

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 09 October 2018

TIME COMMENCED: 6:00 p.m.

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

PRESENT: MAYOR:

Jo Sjoblom

COUNCILMEMBERS:

Blair Halverson
Kent Hyer (via electronically)
Angie Petty
Merv Taylor (excused)
Wayne Winsor

FIN. DIR./ RECORDER:

Mark McRae

CITY MANAGER:

Dave Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Cole Fessler, Keith Christensen, Sarah Randall, Merrilee Gorringer, Ashley Nicholas, Tani Lynch, Kathy Poll, Lynn Poll, Holly Williams, Richard Poll, Tim Grubb, McKenna Winsor, Michael Poff, Josie Clark, Anna Berrong, Torie Fitzgerald, and Mark Bell.

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

PLEDGE OF ALLEGIANCE: Mayor Sjoblom

PRAYER: Council Member Petty

CONFLICT OF INTEREST: None

APPROVAL OF CONSENT AGENDA:

- Approval of 18 September 2018 City Council Meeting Minutes
- Approval of 25 September 2018 City Council Meeting Minutes
- Approval of September 2018 Check Register

Council Member Halverson moved to approve the consent agenda as amended. Council Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, and Winsor (abstained from the approval of 18 September 2018 minutes) voted yes. The motion carried.

PUBLIC COMMENTS: Mayor Sjoblom said anyone who would like to participate in public comment may come to the pulpit, state name and address, and keep comments to three minutes.

Merrilee Gorringer, 2252 E. 7875 S., current city crossing guard, discussed the recent road closure of 1350 East for a road overlay.. She said with the closure all the traffic had to use 1250 East. This created a difficult situation for the buses. She said a bus driver ended up directing traffic. She said there was a lot of congestion along with students walking. She asked if there is a way when there is road construction, they can think about it first. Dave Larson, City Manager, said yes the city can do a better job with that. He understands the timing wasn't ideal.

Country Fair Days Committee Recognition

Mayor Sjoblom stated the Annual Country Fair Days Celebration is an important community event and brings out the best in South Weber City each year. She said this couldn't be done without an awesome committee. The County Fair Days Committee was led by Holly Williams, Tani Lynch, and Vicki Christensen. Mayor Sjoblom participated in the pickle ball tournament. She said the Monday Night Dinner was outstanding. She said the entire council road together in the parade.

Council Member Hyer echoed what the Mayor said and emphasized what a big deal it was for these three to set up Country Fair Days as a nonprofit organization. He personally thanked them and the different committee members.

Country Fair Days Presentation: Holly Williams stated she loves this event and that is why she takes it on. She said there are so many people who have helped with this event. She said there are approximately 16 events with sub-events. She said at times there were over 1,000 - 3,000 people coming together. She said there are a variety of events all week long. She thanked the city for their support. She feels it has been a team effort. She thanked Dave Larson for all his help.

Resolution 18-47: Declaration of Surplus Property: Country Fair Days Supplies

Mayor Sjoblom stated the City owns various supplies and materials that are used for Country Fair Days, and always have been. Supplies such as tents, booths, signs, tarps, etc. Now that Country Fair Days has organized into a stand-alone organization – South Weber Country Fair Days, Inc. – the City would like to donate these supplies for continued use during Country Fair Days.

Mayor Sjoblom stated the City staff has looked at the supplies and determined that because the City has only ever used them for Country Fair Days and that there is no value to the City, except for use during Country Fair Days, it makes sense to let Country Fair Days have the supplies for continued use and oversee any future maintenance.

The only exception being two large tents, where there has always existed the potential to use them in case of an emergency for sheltering or in other ways. Although never used for an emergency, the potential existed. South Weber Country Fair Days, Inc. has agreed to let the City use them if such a case were to arise. A formal agreement will be prepared and brought forward to the City Council in a future meeting.

Council Member Winsor asked about State standards for surplus of city property. Dave Larson said he has discussed this item with the City Attorney. He said there isn't a requirement by law that it has to be sold. Council Member Winsor asked about the city keeping the tents but make

them available to the South Weber Country Fair Days, Inc. Dave said the intent behind that was the maintenance of the tents. He said the city will be storing the tents.

Council Member Petty moved to Resolution 18-47: Declaration of Surplus Property for South Weber Country Fair Days Supplies with the correction of changing the name from Country Fair Days Inc. to South Weber Country Fair Days Inc. in the Resolution. Council Member Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, and Winsor voted yes. The motion carried.

Swearing in and Recognition of the South Weber City Youth Council

Mayor Sjoblom stated the South Weber City Youth Council is a service organization that teaches South Weber youth the principles of responsible government and community service in both formal and social settings. Each year they are involved in service projects like the Easter Egg Hunt, Breakfast with Santa, and this past year putting up flags for Viet Nam Veterans Recognition Day. The members of the Youth Council serve for one-year terms. Applications for the Youth Council are received each fall from young people within our community. She said Michael Poff leads the Youth Council.

Mark Bell (Youth City Mayor), Ryker Alvey, Nelson Durrant, Torie Fitzgerald, Jennica Hess, Jaxie Nicholas, Lili Randall, Anna Berrong, Elle Grubb, Abby Cook, Emily Poff, Jaxon Floyd, Josie Clark, and Abigail Howard.

The Youth Council was sworn in by Mark McRae.

Mark Bell, Youth Council Mayor, said in this last quarter the Youth Council was able to do the Easter Egg Hunt. He said they have spent \$500 for each year in the past but would like to get a sponsor for this. He said they helped with Country Fair Days. He said they have been reviewing parliamentary procedure. He said in November they will do a service project. In December they will be doing the Christmas Lights Recognition Activity and in January they will be doing another service project. Mayor Sjoblom thanked the Youth Council for their service and participation. Council Member Petty asked about the Christmas Light Recognition. Mark stated they will drive around South Weber and give out certificates with a treat for the best lights.

Resolution 18-48: Approve Mutual Aid Agreement with Weber Fire District

Mayor Sjoblom stated the citizens of all communities benefit when cities and agencies coordinate and work together in both emergency and non-emergency situations. South Weber City Fire and Weber Fire District have worked well together in the past and are desirous to continue this beneficial relationship. This Mutual Aid Agreement provides for the mutual response and use of firefighting equipment and personnel to fight structure fires and fire-service-related emergencies. Chief Tolman explained how they work together with other cities. He then identified the stations for Weber Fire District.

Council Member Winsor moved to Resolution 18-48: Approve Mutual Aid Agreement with Weber Fire District. Council Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, and Winsor voted yes. The motion carried.

Emergency Management Discussion

Dave Larson, City Manager, stated emergency preparedness has been brought to the front of our thoughts with the recent fire season, hail storm, gas leak, and flash flood warnings. The City has an Emergency Operations Plan (EOP) and generally is ready in case of emergency. However, with turnover of city staff and elected officials in the last couple years, it is important to revisit Emergency Management and our preparations as a City.

Dave said the EOP was adopted October 13, 2009. It was updated January 14, 2014. He said the plan includes a basic plan and 15 emergency support functions (ESF). He said there is training for City Staff members. He identified the employee positions and what courses they have completed. He said over the next 6 to 12 months he would like to conduct some table top discussions. He discussed the Emergency Management Institute in Emmetsburg, Maryland. He said there are some staff members who need to attend this type of training. He said there are different drills and exercises that can take place here in the city. He discussed resource allocations: budget, staff time, grants available, etc. He said there are specific emergency preparedness projects (i.e. the dike on the west end of the Staker Parson Gravel pit). He said there will be additional discussions regarding budget, staff time, and specific projects.

Council Member Hyer asked if there is a real concern with the need for a dike on the west end of Staker Parsons. Dave said Staker Parson is interested in cost sharing with this project, but the city would like to look at other options. He said there is a potential for the banks of the Weber River to breach, but when it comes to emergency management there is a risk management. Council Member Winsor said we need to look at a long-term solution with the reclamation of the gravel pit. He stated he is in favor of getting everyone up to speed on emergency preparedness. Council Member Petty agreed. She likes the fact that they are having these type of discussions. Dave said the City's first responders are incredible and understand the plan.

REPORTS:

Mayor Sjoblom: She reported that October 1, 2018 was Fire Prevention Night at the Fire Station. She said there were many activities. It was estimated 600 to 700 attended. She visited Council Member Taylor who had recent surgery on his hip.

Council Member Hyer: He thanked everyone involved with the Country Fair Days Committee. He said a meeting will take place next Tuesday with Geneva Rock and Wednesday a meeting will take place with Staker Parsons.

Council Member Halverson: He reported that he met with the Train Club to discuss the agreement between them and the city and procedures concerning improvements. He said the city is in the process of reviewing the new loading dock. He had a citizen contact him concerning the traffic through Old Maple Farms to the soccer complex. He said the city needs to install speed limit signs in Old Maple Farms Subdivision. He would like Chris Tremea, Code Enforcer, to know that the weeds and bushes are high coming out of the soccer complex. He said the stop sign that was agreed to needs to be installed coming out of the soccer complex.

Council Member Petty: She reported that the Parks and Recreation Committee met today to discuss the city's connection to the Bonneville Shoreline Trail. She said areas have been identified and property owners will be contacted.

Council Member Winsor: He has had citizens confront him concerning maintenance on the west end of Lester Drive. He also thanked the city staff for all they do to represent the city.

Dave Larson, City Manager: He said the city received information concerning 6650 South being a one lane, and they are pushing the contractor on that. He met with Shannon Smith of Hill Air Force Base concerning all the operable units in South Weber. Council Member Halverson said at the next RAB Meeting they will be doing a progression of OU1 & OU2. Dave said HAFB is willing to keep the city involved and are open to attending meetings to keep us updated. He met with the new Davis County Sheriff's Department Lieutenant Boydson who is assigned to South Weber.

Michael Poff: He stated Richard Poll and McKenna Winsor will be helping as advisors with the Youth Council.

Planning Commission: Tim Grubb, of the Planning Commission, reported that the Planning Commission will be reviewing a permit for a duplex on the corner of 1900 East and South Weber Drive.

ADJOURNED: Council Member Petty moved adjourn the Council Meeting at 7:02 p.m. Council Member Hyer seconded the motion. Council Members Halverson, Hyer, Petty, and Winsor voted yes. The motion carried.


APPROVED: _____ Date
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Mark McRae

MEMORANDUM

TO: South Weber City Mayor and Council

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

CC: David J. Larson – South Weber City Manager
Mark Larsen – South Weber City Public Works Director
Mark McRae – South Weber City Recorder

RE: **HARVEST PARK SUBDIVISION (Formerly known as the Cook Property)
PUD and Revised Development Agreement Review**

Date: October 17, 2018

REQUEST

Approval of the following:

- A. Planned Unit Development (PUD) Overlay
- B. Revised Development Agreement (changes highlighted)

BACKGROUND

At the Planning Commission Meeting on September 13, 2018, Nilson Homes requested approval of a revised preliminary plan that included a PUD Overlay on the R-M zoned portion resulting in smaller lots, similar in size to those in the R-P zoned portion. In exchange, the development would dedicate 4.0 acres of open space adjacent to the Posse Grounds. The revised Preliminary Plan was approved and a recommendation of approval for the PUD forwarded to the City Council.

Also requested was a change in maximum structure height from 25' to 35' in the area zoned R-P. This was discussed with the City Attorney, Doug Ahlstrom. He indicated that different structures heights could be allowed through the Development Agreement as long as the City received something in return for the variation to the zone's requirements.

The City has met with Nilson Homes and negotiated the proposed revisions to the Development Agreement below. The Planning Commission met last week on October 11, 2018. They reviewed and unanimously recommended approval of the revised Development Agreement.

DEVELOPMENT AGREEMENT

- 1. None of the items, previously agreed to, are being changed.
- 2. Only 50% of the lots in the R-P zone would be allowed to have a structure height of up to 35'. This calculates to be 17 lots. Therefore, 17 lots would remain restricted to a

structure height of 25'. 10 of those 17 lots are specifically restricted to be lots 6-12 and 51-53, in response to input received at the public hearing. These are the lots that back along the existing homes in the Canyon Meadows Subdivision.

3. In exchange for the structure height allowance, the Developer is proposing the following improvements in the Open Space:
 - a. The Open Space will be dedicated as Public Open Space, hereafter to be owned, maintained, and developed by the City as determined to be in the best interest of the public.
 - b. The detention basin portion of the open space can be used as a public dog park and will install a six-foot chain link fence (non-screening) around the perimeter of the detention basin with a double gated entry.
 - c. Will provide a six-foot (6') wide natural surface trail (approx. 1,170 lineal feet) around the perimeter of the open space, also accessing Pebble Creek Drive. No trail will be required along South Bench Drive due to the presence of the sidewalk. The final trail location will be determined with the final design of Phase 1. The trail will either be installed by the Developer or the cash equivalent paid to the City.

BENEFITS


4. Significant public open space (4.0 Acres).
5. The open space is located next to the Posse Grounds, creating nearly 6.5 acres of public park area.
6. The open space is adjacent to a future major collector road, thus providing good access for traffic without impacting local roads or neighborhoods.
7. The open space provides a significant buffer between I-84, South Bench Drive and residential neighborhoods.
8. With the open space, the Posse Grounds will only have residential homes adjacent on the south and west, rather than on all three sides; providing a good buffer for the public uses of the park.
9. There are existing restrooms at the Posse Grounds, thus providing public facilities for all future public uses of the open space (e.g. dog park, etc.).
10. There is an existing parking lot at the Posse Grounds that can accommodate the use of the park without parking on local streets.
11. With the construction of streets in the Riverside Place and Cook developments, the proximity between the Canyon Meadows Park and the Posse Grounds makes the two parks more viable for larger public events (e.g. Country Fair Days, etc.).

RECOMMENDATION

We recommend approval of the proposed PUD Overlay and revised Development Agreement. We feel that this is a win/win scenario and provides significant potential benefits to the City and the general public as a whole.

MEMORANDUM

TO: South Weber City Planning Commission

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

CC: Barry Burton – South Weber City Planner
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

RE: **COOK PROPERTY**
Revised Preliminary and PUD Overlay Review

Date: September 6, 2018

Our office has completed a review of the revised Preliminary Plan and PUD Overlay for the Cook Property, dated today, September 6, 2018.

REQUEST

1. The Developer is requesting the following:
 - a. Planned Unit Development (PUD) Overlay
 - b. Revised Preliminary Plan
 - c. Change to the Height Restriction in the R-P Zone from 25' to 35'

BACKGROUND

2. Preliminary Plan Approval from Planning Commission. On June 14, 2018, the Planning Commission gave approval to the currently approved Preliminary Plan subject to approval of the Development Agreement by the City Council.
3. Development Agreement Approval. On July 10, 2018, the City Council approved the Development Agreement on the Cook property. This DA references the current Preliminary Plan as the layout of the subdivision and also encompasses several other provisions including the construction of South Bench Drive, the Trail, the Detention Basin, and the timing of construction for roads to address ingress-egress requirements. One provision that was added was the Developer agreeing to a dog park as a possible secondary use of the detention basin.
4. Dog Park. The City approved the use of the 2020 East Detention Basin for a dog park. On July 17, 2018, they closed the dog park due to its impact on the adjacent neighbors.
5. Open Space. As a result of the closing of the dog park and the Developer's desire to incorporate the same variety of housing product equally across all of the Cook property, the Planned Unit Development (PUD) Overlay was investigated. This would potentially

provide the flexibility in lot configuration desired by the Developer, in exchange for significantly increased open space provided to the City for a variety of potential uses.

- a. The following are attached to show the current condition and extent of the proposed open space area:
 - i. Drawing of the Preliminary Plan overlaid on a 2017 Google Earth aerial.
 - ii. Drone footage and pictures taken by Nilson Homes of the proposed open space area on July 25, 2018.

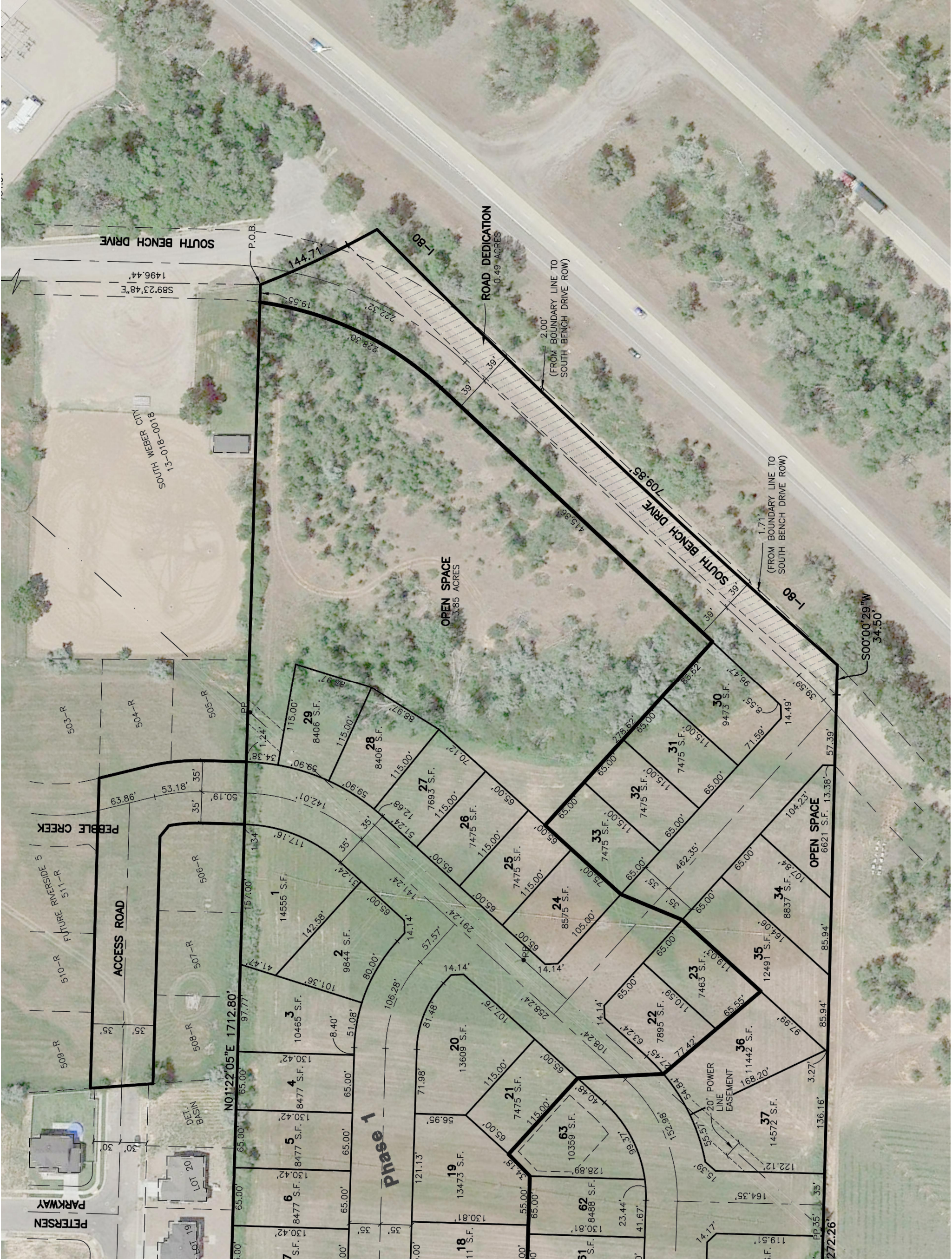
BENEFITS

6. Significant public open space (4.0 Acres).
7. The open space is located next to the Posse Grounds, creating nearly 6.5 acres of public park area.
8. The open space is adjacent to a future major collector road, thus providing good access for traffic without impacting a local road or neighborhood.
9. The open space provides a significant buffer between I-84, South Bench Drive and residential neighborhoods.
10. With the open space, the Posse Grounds will only have residential homes adjacent on the south and west, rather than on all three sides; providing a good buffer for the public uses of the park.
11. There are already restrooms at the Posse Grounds, thus providing public facilities for all future public uses of the open space (e.g. dog park, etc.).
12. There is a good-sized existing parking lot at the Posse Grounds that can accommodate the use of the park without parking on local streets.
13. With the construction of streets in the Riverside Place and Cook developments, the proximity between the Canyon Meadows Park and the Posse Grounds makes the two parks more viable for larger public events (e.g. Country Fair Days, etc.).

* We do not see any detrimental effects to the City with the requested revised Preliminary Plan and PUD Overlay.

RECOMMENDATION

We recommend approval of the proposed PUD and Preliminary Plan. We feel that this is a win/win scenario and provides significant potential benefits to the City and the general public as a whole.



SOUTH BENCH DRIVE

1496.44'
S89°23'48"E

P.O.B.

13-018-0018
SOUTH WEEER CITY

ROAD DEDICATION
0.49 ACRES

2.00'
(FROM BOUNDARY LINE TO
SOUTH BENCH DRIVE ROW)

OPEN SPACE
3.85 ACRES

SOUTH BENCH DRIVE

1.71'
(FROM BOUNDARY LINE TO
SOUTH BENCH DRIVE ROW)

S00°00'29"W
34.50'

ACCESS ROAD

PEBBLE CREEK

PARKWAY

LOT 19

LOT 20

N01°22'05"E 1712.80'

Phase 1

- 1 14555 S.F.
- 2 9844 S.F.
- 3 10465 S.F.
- 4 8477 S.F.
- 5 8477 S.F.
- 6 8477 S.F.
- 7 S.F.
- 18 811 S.F.
- 19 13473 S.F.
- 20 13609 S.F.
- 21 7475 S.F.
- 22 7895 S.F.
- 23 7463 S.F.
- 24 8575 S.F.
- 25 7475 S.F.
- 26 7475 S.F.
- 27 7693 S.F.
- 28 8406 S.F.
- 29 8406 S.F.
- 30 9475 S.F.
- 31 7475 S.F.
- 32 7475 S.F.
- 33 7475 S.F.
- 34 8837 S.F.
- 35 12491 S.F.
- 36 11144 S.F.
- 37 14572 S.F.

OPEN SPACE
6621 S.F.

20' POWER
LINE
EASEMENT

509-R

508-R

507-R

506-R

505-R

504-R

503-R

510-R

511-R

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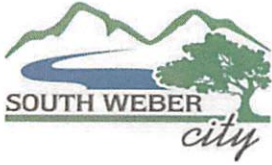
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APPLICATION PROCESS: Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

- 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 18-089

Property Owner: Sam & James Cook Phone: 801-209-7978

Full Mailing Address: 5617 South 1475 E. Ogden, Utah

Property Address: 725 E. 6650 So. Email: _____

Proposed Use: PUD overlay Parcel Number(s): _____

Total Acres: 23.94 Current Zone: R-M If Rezoning, to what zone: _____

Bordering Zones: R-P Surrounding Land Uses: Residential

Business Name (if applicable): _____

Anticipated # of Employees: _____ Anticipated # of Customers (Daily): _____

Available Parking Spaces: _____ Hours of Operation _____

Residential Units (if applicable): 29 #of Dogs (Kennels Only): _____

Hours of Operation: _____

*pd \$400
15013625
8/30/18*

APPLICANT'S AFFIDAVIT

State of Utah)
County of Weber)

I, Bruce L. Nilson, 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 Aug. 28, 2018 Owner or Agent's Signature Bruce Nilson

Subscribed and sworn to before me on _____

Notary Public _____

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

AGENT AUTHORIZATION *(See Attached)*

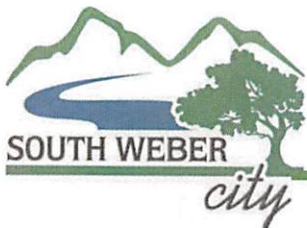
State of Utah)
County of _____)

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 _____




1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

MEMORANDUM

TO: South Weber City Planning Commission

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

CC: Barry Burton – South Weber City Planner
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

RE: **HARVEST PARK SUBDIVISION (Formerly known as the Cook Property)**
Revised Development Agreement Review

Date: October 4, 2018

BACKGROUND

At the last Planning Commission Meeting on September 13, 2018, Nilson Homes requested approval of a revised preliminary plan that included a PUD Overlay on the R-M zoned portion resulting in smaller lots, similar in size to those in the R-P zoned portion. In exchange, the development would dedicate 4.0 acres of open space adjacent to the Posse Grounds. The revised Preliminary Plan was approved and a recommendation of approval for the PUD was sent on to the City Council. Also requested was a change in the R-P zone, to change the maximum structure height from 25' to 35'. This was not recommended for approval.

In preparation for these items to go to the City Council, we asked the City Attorney, Doug Ahlstrom, for some direction. He indicated that different structures heights could be allowed through the Development Agreement as long as the City received something in return for the variation to the zone's requirements.

Nilson Homes decided to pull their items from the City Council agenda and discuss making changes to the Development Agreement instead. The City has met with Nilson Homes and negotiated the following proposed revisions to the Development Agreement.

DEVELOPMENT AGREEMENT

1. None of the items, previously agreed to, are being changed.
2. Only 50% of the lots in the R-P zone would be allowed to have a structure height of up to 35'. This calculates to be 17 lots. Therefore, 17 lots would remain restricted to a structure height of 25'. 10 of those 17 lots are specifically restricted to be lots 6-12 and 51-53. These are the lots that back along the existing homes in the Canyon Meadows Subdivision.

3. In exchange for the structure height allowance, the Developer is proposing the following improvements in the Open Space:
 - a. The Open Space will be dedicated as Public Open Space, hereafter to be owned, maintained, and developed by the City as determined to be in the best interest of the public.
 - b. The detention basin portion of the open space can be used as a public dog park and will install a six-foot chain link fence (no slats) around the perimeter of the detention basin with a double gated entry.
 - c. Will provide a six-foot (6') wide natural surface trail (approx. 1,170 lineal feet) around the perimeter of the open space, also accessing Pebble Creek Drive. No trail will be required along South Bench Drive due to the presence of the sidewalk. The final trail location will be determined with the final design of Phase 1. The trail will either be installed by the Developer or the cash equivalent paid to the City.

RECOMMENDATION

Given that,

1. The direction of the City Attorney has been followed and the Developer is contributing additional public amenities in exchange for consideration given to structure heights, and
2. Means of protecting the existing residents in the Canyon Meadows Subdivision are in place by restricting the height of the homes directly adjacent to them,

We therefore recommend approval of the requested changes to the Development Agreement.

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, UT 84405

**DEVELOPMENT AGREEMENT
FOR THE STAN COOK PROPERTY
IN SOUTH WEBER CITY**

This **DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of this ____ day of _____, 2018, by and between **NILSON AND COMPANY, INC. DBA NILSON HOMES**, a Utah limited liability company of _____, Utah, _____, (hereinafter referred to as “Developer”), **STANLEY R. COOK & BONNIE B. COOK AND GORDON T. WATTS & CONNIE W. WATTS** of 6966 South 725 East, South Weber, Utah 84405 (hereinafter referred to as “Owners”), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as “City”), of 1600 East South Weber Drive, South Weber, U 84405. Developer, Owners, and City are heretofore referred to as the “Parties.”

RECITALS:

- A. Owners acknowledge that Developer is their authorized agent to represent their interest in development of their fee simple title property, approximately 23.942 acres, as more particularly described in **Exhibit A** attached hereto (the “Property”).
- B. Developer proposes the development of not more than sixty-three (63) new residential lots and associated streets, collectively known as the “Harvest Park Subdivision” (the “Subdivision”), on the Property. A copy of the approved preliminary Subdivision plat is attached as **Exhibit B**. The Subdivision is accessed in part by 6650 South – South Bench Drive, a public right-of-way of substandard width and pavement.
- C. 6650 South is commonly referred to and referenced in this Agreement as “South Bench Drive” due to its master planned location. The final name of this road will be determined when it is platted and dedicated and may be named something other than South Bench Drive. South Bench Drive is master planned to function as a major collector. In its present condition and configuration, South Bench Drive does not meet the City Standard cross section and cannot accommodate the vehicle and pedestrian traffic anticipated to be generated by the Subdivision.
- D. In order to address future traffic needs, the City plans to construct the first phase of South Bench Drive and re-align the intersection of 475 East / 6650 South, together with all other related improvements, including, but not limited to sidewalks, curb and gutter, matching of existing driveways, all underground utilities, drainage infrastructure, landscaping, and utility services to the Property (the “Project”), attached hereto as **Exhibit C**.

- E. The Subdivision is located at the east end of the current 6650 South - South Bench Drive, east of the Posse Grounds. Developer desires to use South Bench Drive as one of the two required means of ingress-egress from the Subdivision. Developer therefore agrees to: (1) deed and dedicate to the City at no cost approximately 1.48 acres to accommodate the required master planned seventy-eight (78) foot cross-section of South Bench Drive; and (2) pay Developer's share of the responsibility of designing, engineering and constructing its portion of South Bench Drive, which has been calculated as four hundred sixty-five thousand dollars (\$465,000).
- F. The Developer must obtain permission from, dedicate and construct a road through a different adjacent property for access to another dedicated public street as one of the two required means of ingress-egress from the Subdivision.
- G. No building permits for any phase of the Subdivision may be issued until the second road connecting to another dedicated and constructed public street, is dedicated in accordance with City Code.
- H. For public safety reasons, no more than thirty (30) building permits will be issued until two means of ingress-egress from the Subdivision to dedicated and constructed public streets are provided.
- I. There is a master planned trail to run parallel to South Bench Drive.
- J. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.

3. **Property Dedication and Acquisition.** Developer agrees to dedicate to City at no cost to City other than the consideration described in this Agreement certain property needed for the South Bench Drive Right-of-Way. The deed is contained in **Exhibit D**. This dedication shall occur when requested by City or at the time the Subdivision plat of the phase which includes South Bench Drive is recorded, whichever comes first. Two parcels are affected by the location and development of South Bench Drive: Parcel ID 13-018-0064, owned by Gordon T. Watts and Connie W. Watts and Stanley R. Cook and Bonnie B. Cook as joint tenants; and Parcel ID 13-275-0008 owned by Stanley R. Cook and Bonnie B. Cook and Gordon T. Watts and Connie W. Watts as joint tenants. Inasmuch as Owners presently own these two parcels but are under contract with Developer, the Cooks and the Watts join in this Agreement to ensure transfer and dedication of the right-of-way described in **Exhibit D** for the timely development and construction of South Bench Drive to establish one standard ingress/egress for the Subdivision.

4. **Construction of South Bench Drive.** City shall be responsible for the design, engineering, and bidding of the construction of South Bench Drive to the north end of the Subdivision according to the City's General Plan and Public Works Standards. City will award the construction contract to the lowest responsive responsible bidder according to City and State procurement policies. City will then issue a Notice to Proceed, provide construction inspections, and see that construction is diligently pursued to completion. City agrees to begin construction on or before **June 1, 2019**. In exchange for City designing, engineering, and constructing the full South Bench Drive right-of-way, which includes the Subdivision development costs, Developer agrees to pay for these improvements as a fee-in-lieu of actual construction for its share of the required improvements for the road. This cost of which calculates to be four hundred sixty-five thousand dollars (\$465,000) as shown in **Exhibit E**.

5. **Trail.** The City shall construct a ten-foot (10') wide asphalt trail running parallel along the north side of South Bench Drive. Developer is responsible to pay for this trail. The cost of this trail is included in the total cost as shown in **Exhibit E**. The cost for the trail is considered a fee in lieu of actual construction. Therefore, payment of this fee will constitute the Developer's obligation for the trail.

6. **Road Connections to South Bench Drive.** City shall be responsible for constructing one (1) road connection as a part of the construction of South Bench Drive for access to and from the Subdivision. The cost for these connections is set forth in **Exhibit E**.

7. **Payment Schedule.** City shall be responsible for all payments to its contractor constructing South Bench Drive, paying cash up front and looking to the receipt of impact fees for repayment of its costs. Developer agrees to pay to City two hundred thirty-two thousand five hundred dollars ((\$232,500), which represents fifty (50%) of its share of four hundred sixty-five thousand dollars (\$465,000), within thirty (30) days of written notification from City that the Preconstruction Meeting has been held with the contractor selected by City to perform the work, work has commenced, and the date whereby the first payment is due. Developer shall make its second and final payment of the same amount to City within thirty (30) days following written notification from City that Substantial Completion to the contractor has been issued. Developer and Owners agree and acknowledge that City may withhold building permits and approval on

other development applications on the Property if the full four hundred sixty-five thousand dollars (\$465,000) has not been paid following notice and completion of the Project.

8. **Structure Height.** City agrees to allow fifty percent (50%) of the lots, which calculates to be a total of seventeen (17) lots, in the R-P (Residential Patio) Zone to increase the lot's structure height to no more than thirty-five feet (35'). Lots 6-12 and Lots 51-53 are specifically restricted from this allowance and must remain at the twenty-five (25') maximum height, in accordance with the current R-P Zone. (See **Exhibit B**).

9. **Open Space Improvements.** Developer agrees that in exchange for consideration on structure height, additional improvements to the open space are being provided by Developer as follows (see also **Exhibit B**):

9.1 The Open Space will be dedicated by Developer as Public Open Space, hereafter to be owned, maintained, and developed by City as City determines to be in the best interest of the public.

9.2 The detention basin portion of the open space can be used as a public dog park. In order to use the detention basin area for this secondary purpose, the Developer agrees to install a six-foot non-screening chain link fence around the perimeter of the detention basin with a double-gated entry.

9.3 Developer will provide a six-foot (6') wide natural surface trail approximately one thousand one hundred seventy (1,170) lineal feet around the perimeter of the open space, also accessing Pebble Creek Drive. No trail will be required along the south side of South Bench Drive due to the presence of a sidewalk. The final trail location will be determined with the final design of Phase 1. The trail will either be installed by Developer or Developer will pay the cash equivalent to the City.

10. **Detention Basin.** A detention basin to be built and paid for by Developer is located within the open space parcel as shown in **Exhibit B**. Developer agrees to upsize the required detention basin volume for the Subdivision to include all of the Cook property up to South Weber Drive, and the drainage from the South Bench Drive portion of the Subdivision and allow the connection of storm drain piping in South Bench Drive into the outlet control structure of the detention basin. The completed detention basin shall include topsoil, sod, and sprinklers as required by the current City standards.

11. **Ingress-Egress Requirement.** The Developer is responsible to provide two (2) means of ingress-egress for any development of over thirty (30) lots in accordance with City Code. The location of these connections shall be as shown in the approved Preliminary Plat (**Exhibit B**). City approval may be obtained, and construction of improvements may be commenced and/or completed for phases that would exceed thirty (30) lots. However, any plat that exceeds the initial thirty (30) lots cannot be recorded nor building permits issued until the required two (2) means of ingress-egress are provided. Any such construction within the Subdivision is contingent upon South Bench Drive having been substantially completed.

12. **Successors and Assigns.**

12.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

12.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

13. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

13.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

13.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

13.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

14. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.

15. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

16. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Nilson and Company, Inc. dba Nilson Homes
5617 South 1475 East
Ogden, UT 84403

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Owners: Stanley R. Cook & Bonnie B. Cook
Gordon T. Watts & Connie W. Watts
6966 South 725 East
South Weber, Utah 84405

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

17. **General Terms and Conditions.**

17.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

17.2 **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.

17.3 **Term of Agreement.** The term of this Agreement shall be for a period of five (5) years following the date of its adoption.

17.4 **Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

17.5 **Legal Representation.** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement

17.6 **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or

assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

17.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

17.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

17.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

17.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

17.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

17.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

“Developer”

NILSON AND COMPANY, INC. DBA NILSON HOMES

By _____

Title _____

“City”

SOUTH WEBER CITY

By _____

Mayor Jolene C. Sjoblom

By _____

David Larson, City Manager

Attest: Mark McRae, City Recorder

“Owner”

PROPERTY OWNERS

Stanley R. Cook

Bonnie B. Cook

Gordon T. Watts

Connie W. Watts

DRAFT

EXHIBIT "A"

**HARVEST PARK SUBDIVISION
(COOK PROPERTY)**

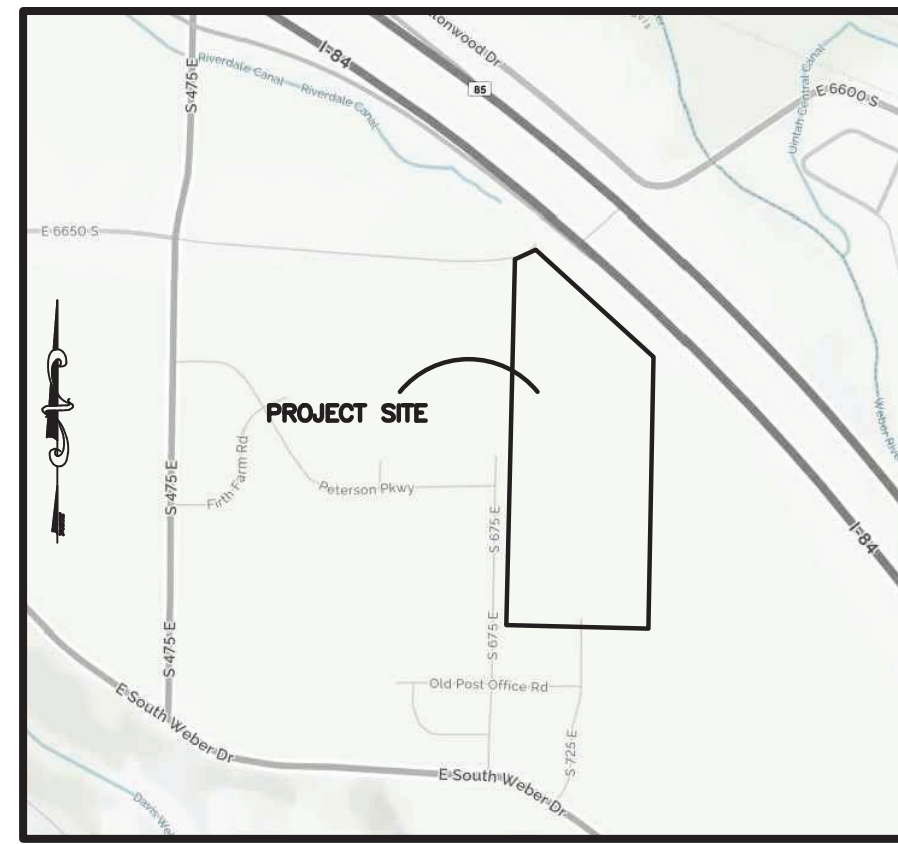
BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 5 AND A PORTION OF LOT 6, STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, TOGETHER WITH OTHER LANDS, DESCRIBED AS FOLLOWS:

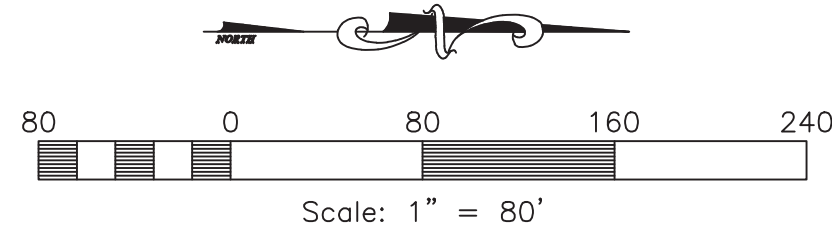
BEGINNING AT THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING A POINT ON AN EXISTING FENCE AND LYING $S00^{\circ}36'39''W$ ALONG THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 28, 431.37 FEET AND $N89^{\circ}23'21''E$ 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1039.80 FEET, AN ARC LENGTH OF 144.71 FEET, A DELTA ANGLE OF $07^{\circ}58'26''$, A CHORD BEARING OF $N64^{\circ}20'10''E$, A RADIAL BEARING OF $N21^{\circ}40'37''W$, AND A CHORD LENGTH OF 144.59 FEET TO THE SOUTHERLY RIGHT OF WAY OF I-84; THENCE ALONG SAID RIGHT OF WAY LINE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 10683.09 FEET, AN ARC LENGTH OF 709.85 FEET, A DELTA ANGLE OF $03^{\circ}48'26''$, A CHORD BEARING OF $S46^{\circ}55'15''E$, A RADIAL BEARING OF $N44^{\circ}58'57''E$, AND A CHORD LENGTH OF 709.72 FEET TO A POINT WHICH IS 868.00 FEET $S0^{\circ}34'55''W$ AND 495.67 FEET $N89^{\circ}25'05''W$ FROM THE CALCULATED LOCATION OF THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE $S01^{\circ}06'20''W$ ALONG THE EAST LINE OF SAID SUBDIVISION AND ITS EXTENSION TO THE NORTH 1306.30 FEET; THENCE $N88^{\circ}37'55''W$ 664.59 FEET TO THE WESTERLY LINE OF SAID SUBDIVISION; THENCE $N01^{\circ}22'05''E$ ALONG THE WESTERLY LINE OF SAID SUBDIVISION 1712.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,042,893 SQUARE FEET OR 23.942 ACRES MORE OR LESS



VICINITY MAP
SCALE: NONE

EXHIBIT B



BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 ALL OF LOT 5 AND A PORTION OF LOT 6, STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, TOGETHER WITH OTHER LANDS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING A POINT ON AN EXISTING FENCE AND LYING S00°36'39"W ALONG THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 28, 431.37 FEET AND N89°23'21"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1039.80 FEET, AN ARC LENGTH OF 144.71 FEET, A DELTA ANGLE OF 07°58'26", A CHORD BEARING OF N64°20'10"E, A RADIAL BEARING OF N21°40'37"W, AND A CHORD LENGTH OF 144.59 FEET TO THE SOUTHERLY RIGHT OF WAY OF I-84; THENCE ALONG SAID RIGHT OF WAY LINE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 10683.00 FEET, AN ARC LENGTH OF 709.85 FEET, A DELTA ANGLE OF 03°48'26", A CHORD BEARING OF S46°55'15"E, A RADIAL BEARING OF N44°58'57"E, AND A CHORD LENGTH OF 709.72 FEET TO A POINT WHICH IS 868.00 FEET S0°34'55"W AND 495.67 FEET N89°25'05"W FROM THE CALCULATED LOCATION OF THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE S01°06'20"W ALONG THE EAST LINE OF SAID SUBDIVISION AND ITS EXTENSION TO THE NORTH 1306.30 FEET; THENCE N88°37'55"W 664.59 FEET TO THE WESTERLY LINE OF SAID SUBDIVISION; THENCE N01°22'05"E ALONG THE WESTERLY LINE OF SAID SUBDIVISION 1712.80 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1,042,893 SQUARE FEET OR 23.942 ACRES MORE OR LESS

SETBACK INFO.

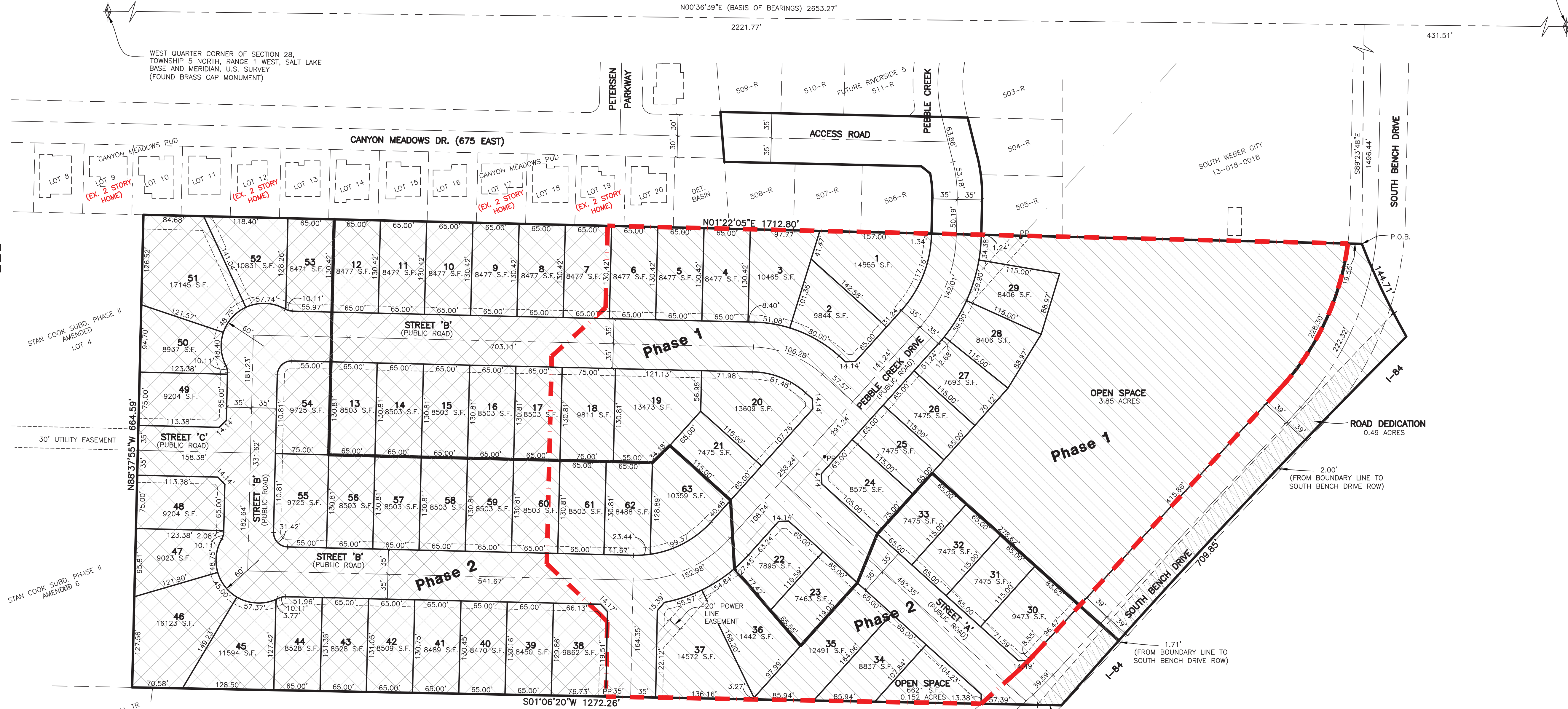
ZONE R-M (RESIDENTIAL MODERATE DENSITY W/PUD)
 FRONT SETBACK: 20 FEET
 REAR SETBACK: 20 FEET
 SIDE SETBACK: 6 FEET MIN. EACH SIDE
 SIDE SETBACK FACING STREET: 20 FEET

ZONE R-P (RESIDENTIAL PATIO)
 FRONT SETBACK: 20 FEET
 REAR SETBACK: 10 FEET
 SIDE SETBACK: 6 FEET MIN. EACH SIDE
 SIDE SETBACK FACING STREET: 20 FEET

HEIGHT RESTRICTION INFO.

ZONE R-M (RESIDENTIAL MODERATE DENSITY W/PUD)
 29 TOTAL LOTS
 MAX. BUILDING HEIGHT: 35 FEET

ZONE R-P (RESIDENTIAL PATIO)*
 34 TOTAL LOTS
 50%, 17 LOTS (MAX. HEIGHT): 25 FEET
 50%, 17 LOTS (MAX. HEIGHT): 35 FEET
 LOTS 6-12 & 51-53 SPECIFICALLY RESTRICTED, 10 LOTS (MAX. HEIGHT): 25 FEET
 *MAX. HEIGHT OF STRUCTURES PER DEVELOPMENT AGREEMENT



LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = LOT LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = EASEMENT
- = POWER LINE
- = G.U.E.
- = EXISTING BUILDING
- = R-M PRUD AREA
- = R-P AREA
- = ROAD DEDICATION
- = PUD AREA

DESIGN SPECS.

TOTAL AREA.....23.94 ACRES
 R-P AREA (34 LOTS).....9.35 ACRES
 PUD OPEN SPACE AREA.....4.00 ACRES (30.4%)
 RIGHT-OF-WAY AREA.....6.59 ACRES (26.53%)
 63 LOTS PROPOSED (2.63 UNITS/AC)

LOT AREA INFO.

LARGEST LOT = 17,145 S.F. (0.39 AC.)
 SMALLEST LOT = 7,463 S.F. (0.17 AC.)
 AVERAGE LOT = 10,866 S.F. (0.25 AC.)

Harvest Park Subdivision

South Weber City, Davis County, Utah

Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
 TEL: (801) 821-3100 FAX: (801) 821-2666 www.reeve-associates.com
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

| REVISIONS | DATE | DESCRIPTION |
|-----------|--------|---------------|
| 1 | 8-3-18 | City Comments |

Harvest Park Subdivision
 PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.L.B. & M., U.S. SURVEY
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Plat
'Not to be Recorded'

| |
|--|
| |
|--|

Project Info.

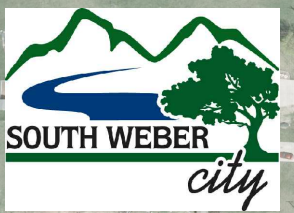
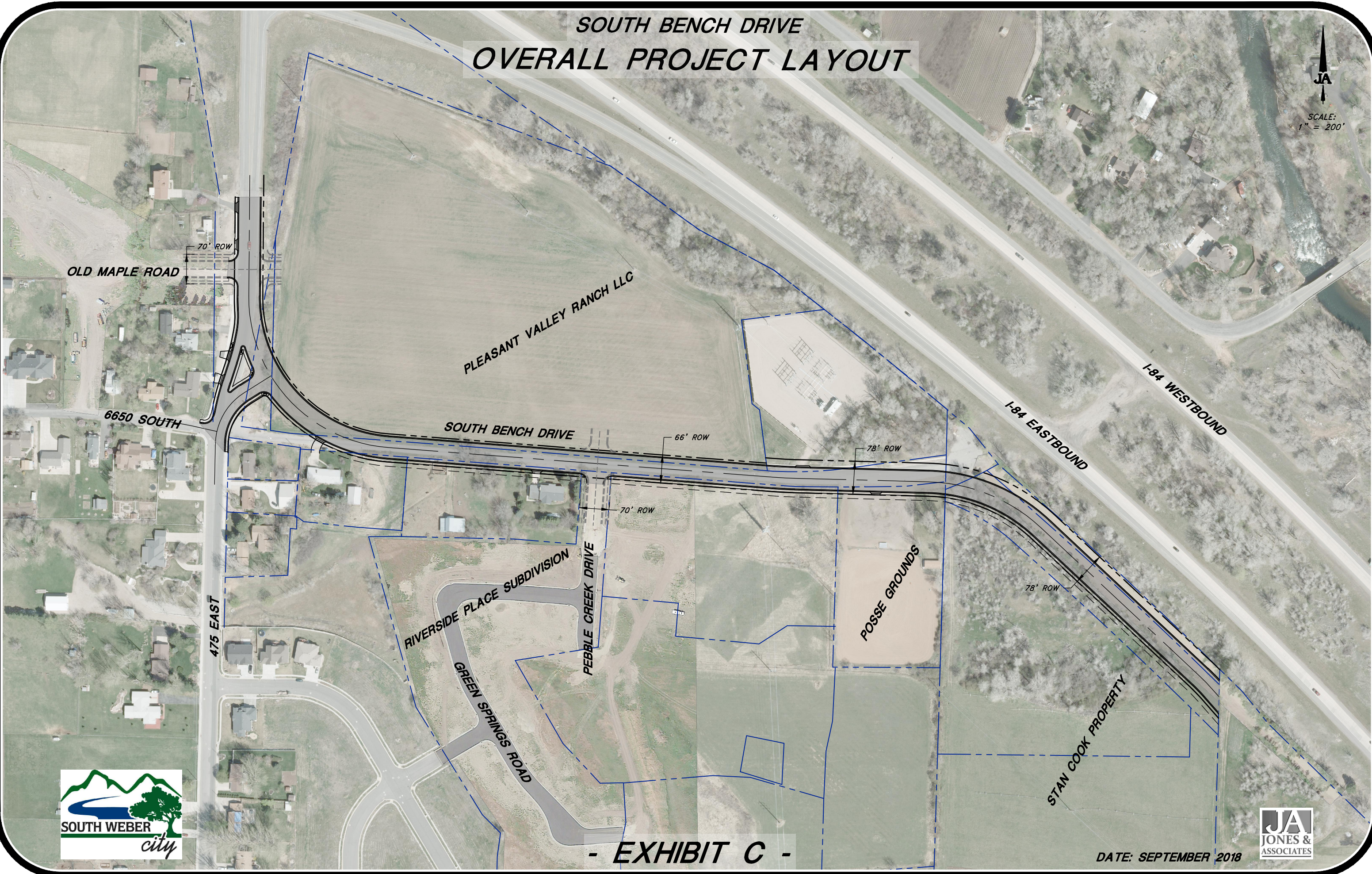
| | |
|-------------|--------------------------|
| Engineer: | N. Reeve |
| Designer: | C. Cave |
| Begin Date: | August 28, 2017 |
| Name: | HARVEST PARK SUBDIVISION |
| Number: | 1301-025 |

| | |
|-------|--------|
| Sheet | 2 |
| 1 | Sheets |

REVISED: 10-3-18

SOUTH BENCH DRIVE OVERALL PROJECT LAYOUT

JA
SCALE:
1" = 200'



- EXHIBIT C -

DATE: SEPTEMBER 2018



EXHIBIT D1

WHEN RECORDED, MAIL TO:
Stanley R. Cook
6966 South 725 East
South Weber, UT 84405

Affecting Tax ID No. 13-018-0064

Special Warranty Deed

Project: South Weber - South Bench Drive
See Exhibit #1

Stanley R. Cook & Bonnie B. Cook and Gordon T. Watts & Connie W. Watts, of the State of Utah, GRANTOR, hereby CONVEY AND WARRANT to the City of South Weber City, at 1600 E South Weber Drive, South Weber, Utah 84405, GRANTEE, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF STAN COOK SUBDIVISION, PHASE II AMENDED FILED AS ENTRY NO. 2347519 IN THE FILES OF THE DAVIS COUNTY RECORDER BEING THE SOUTHWESTERLY CORNER OF THE STANLEY R. COOK AND BONNIE B. COOK AND GORDON T. AND CONNIE W. WATTS PROPERTY RECORDED AS ENTRY NO. 2387559 IN THE FILES OF THE DAVIS COUNTY RECORDER LOCATED 475.33 FEET SOUTH 00°36'39" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND 1496.17 FEET NORTH 90°00'00" EAST AND 777.28 FEET SOUTH 56°34'32" EAST FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

RUNNING THENCE ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID STAN COOK SUBDIVISION PHASE II AMENDED IN A NORTHWESTERLY DIRECTION TO THE LEFT OF A NON-TANGENT 11289.16 FOOT CURVE, A DISTANCE OF 745.06 FEET, CHORD BEARS NORTH 47°41'03" WEST 744.93 FEET, HAVING A CENTRAL ANGLE OF 03°46'53" TO THE NORTHWEST CORNER OF SAID STAN COOK SUBDIVISION PHASE II AMENDED; THENCE NORTH 61°13'57" EAST 30.82 FEET (NORTH 62°25'57" EAST 31.01 FEET BY RECORD) TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 84, SAID POINT BEING 140.00 FEET RADIAL DISTANCE SOUTHWESTERLY FROM THE CENTERLINE OF THE EAST BOUND LANE OF SAID INTERSTATE 84; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE IN A SOUTHEASTERLY DIRECTION TO THE RIGHT OF A NON-TANGENT 11319.16 FOOT RADIUS CURVE, A DISTANCE OF 710.52 FEET, CHORD BEARS SOUTH 47°35'30" EAST 710.41 FEET, HAVING A CENTRAL ANGLE OF 03°35'48" TO A POINT ON THE PROJECTION OF THE EAST BOUNDARY LINE OF SAID STAN COOK

Continued on Page 2 & 3

SUBDIVISION PHASE II AMENDED; THENCE ALONG SAID PROJECTION SOUTH 01°06'20" WEST 37.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,383 SQUARE FEET OR 0.468 ACRES.

Witness the hand of said grantors, this ___ day of _____, A.D. 2018.

Stanley R. Cook

Bonnie B. Cook

State of Utah)

) ss.

County of Davis)

On this ___ day of _____, A.D. 2018, personally appeared before me,

Stanley R. Cook & Bonnie B. Cook, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:

Witness the hand of said grantors, this ___ day of _____, A.D. 2018.

Gordon T. Watts

Connie W. Watts

State of Utah)

) ss.

County of Davis)

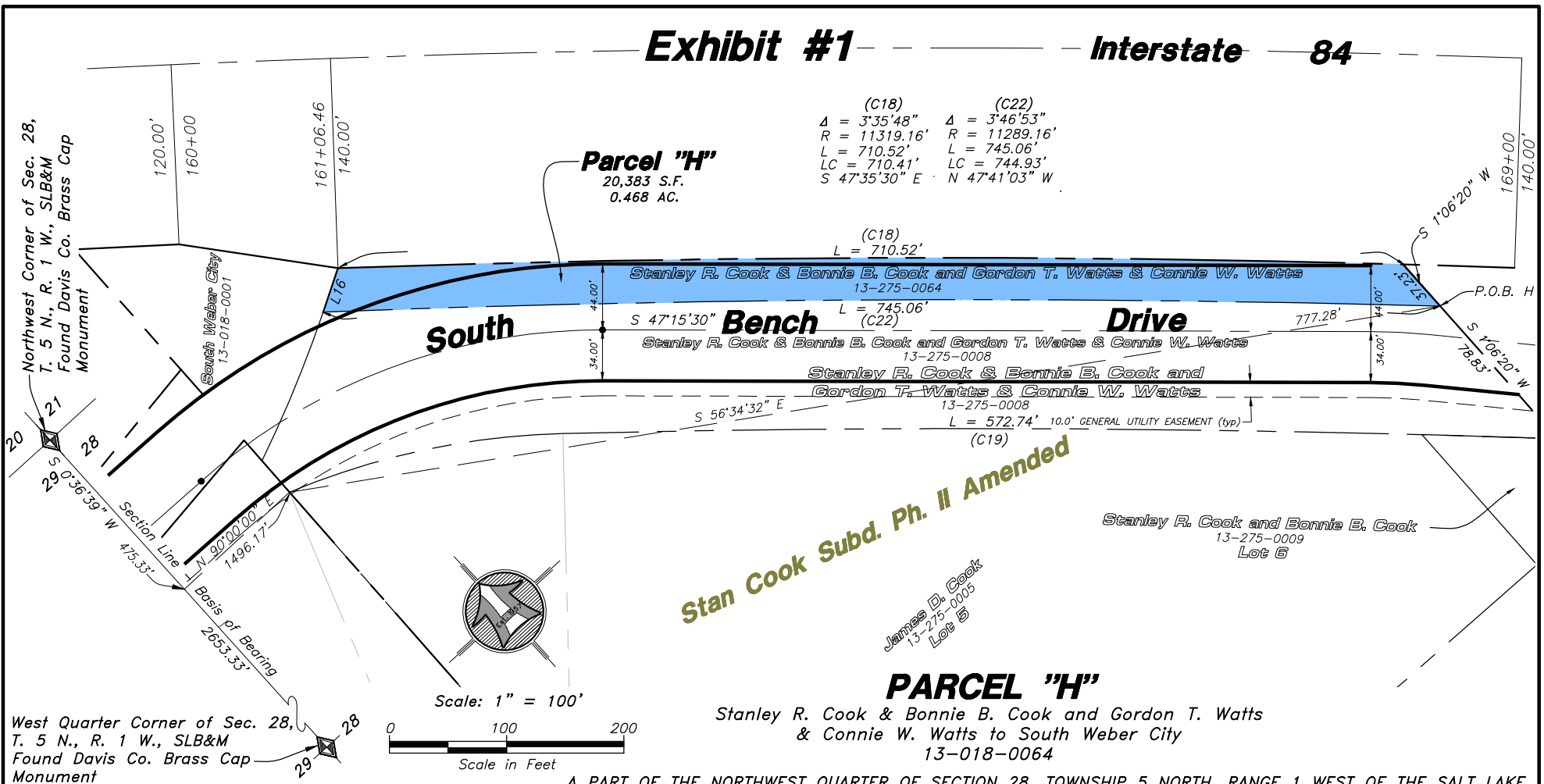
On this ___ day of _____, A.D. 2018, personally appeared before me,

Gordon T. Watts & Connie W. Watts, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:

Exhibit #1 ————— Interstate 84



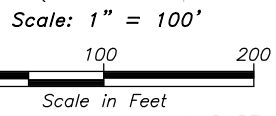
(C18) (C22)
 $\Delta = 3^{\circ}35'48''$ $\Delta = 3^{\circ}46'53''$
 $R = 11319.16'$ $R = 11289.16'$
 $L = 710.52'$ $L = 745.06'$
 $LC = 710.41'$ $LC = 744.93'$
 $S\ 47^{\circ}35'30''\ E$ $N\ 47^{\circ}41'03''\ W$

Stan Cook Subd. Ph. II Amended

James D. Cook
 13-275-0005
 Lot 5

PARCEL "H"

Stanley R. Cook & Bonnie B. Cook and Gordon T. Watts
 & Connie W. Watts to South Weber City
 13-018-0064



West Quarter Corner of Sec. 28,
 T. 5 N., R. 1 W., SLB&M
 Found Davis Co. Brass Cap
 Monument

| Line Table | | | Line Table | | |
|------------|---------------|----------|------------|---------------|----------|
| Line # | Bearing | Distance | Line # | Bearing | Distance |
| L1 | N 57°32'35" E | 30.16' | L11 | N 4°02'09" E | 44.18' |
| L2 | S 7°34'12" E | 18.32' | L12 | N 86°00'55" W | 74.60' |
| L3 | S 85°56'36" E | 22.19' | L13 | S 3°55'10" W | 15.32' |
| L4 | N 85°42'50" W | 13.63' | L14 | S 1°20'50" W | 16.32' |
| L5 | S 1°00'06" W | 22.42' | L15 | N 3°55'30" E | 15.42' |
| L6 | N 88°49'34" W | 88.43' | L16 | N 61°13'57" E | 30.82' |
| L7 | N 81°57'16" E | 129.20' | L17 | N 1°22'05" E | 8.46' |
| L8 | S 4°02'08" W | 14.96' | L18 | N 7°34'12" W | 30.57' |
| L9 | N 85°56'36" W | 47.72' | L19 | N 1°20'50" E | 19.54' |
| L10 | N 86°00'55" W | 24.90' | | | |

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF STAN COOK SUBDIVISION, PHASE II AMENDED FILED AS ENTRY NO. 2347519 IN THE FILES OF THE DAVIS COUNTY RECORDER BEING THE SOUTHWESTERLY CORNER OF THE STANLEY R. COOK AND BONNIE B. COOK AND GORDON T. AND CONNIE W. WATTS PROPERTY RECORDED AS ENTRY NO. 2387559 IN THE FILES OF THE DAVIS COUNTY RECORDER LOCATED 475.33 FEET SOUTH 00°36'39" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND 1496.17 FEET NORTH 90°00'00' EAST AND 777.28 FEET SOUTH 56°34'32" EAST FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

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HANSEN & ASSOCIATES, INC.
 Consulting Engineers and Land Surveyors
 538 North Main Street, Brigham, Utah 84302
 Visit us at www.haies.net
 Brigham City Ogden Logan
 (435) 723-3491 (801) 399-4905 (435) 752-8272
 Celebrating 60 Years of Business

EXHIBIT D2

WHEN RECORDED, MAIL TO:
Stanley R. Cook
6966 South 725 East
South Weber, UT 84405

Affecting Tax ID No. 13-275-0008

Special Warranty Deed

Project: South Weber – South Bench Drive
See Exhibit #1

Stanley R. Cook & Bonnie B. Cook and Gordon T. Watts & Connie W. Watts, of the State of Utah, GRANTOR, hereby CONVEY AND WARRANT to the City of South Weber, at 1600 E South Weber Drive, South Weber, Utah 84405, City, GRANTEE, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

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RUNNING THENCE SOUTH 01°06'20" WEST 78.83 FEET TO THE NEW SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH BENCH ROAD; THENCE ALONG SAID NEW SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 41°41'52" WEST 63.15 FEET; (2) TO THE LEFT ALONG THE ARC OF A 369.00 FOOT RADIUS CURVE, A DISTANCE OF 35.81 FEET, CHORD BEARS NORTH 44°28'41" WEST 35.80 FEET, HAVING A CENTRAL ANGLE OF 05°33'37"; (3) NORTH 47°15'30" WEST 512.33 FEET; AND (4) TO THE LEFT ALONG THE ARC OF A 369.00 FOOT RADIUS CURVE, A DISTANCE OF 228.35 FEET, CHORD BEARS NORTH 64°59'11" WEST 224.72 FEET, HAVING A CENTRAL ANGLE OF 35°27'23" TO A POINT ON THE WEST BOUNDARY LINE OF SAID STAN COOK SUBDIVISION, PHASE II AMENDED; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES; (1) NORTH 01°20'50" EAST 19.54 FEET; AND (2) IN A NORTHEASTERLY DIRECTION TO THE LEFT OF A NON-TANGENT 831.47 FOOT RADIUS CURVE, A DISTANCE OF 107.36 FEET, CHORD BEARS NORTH 64°59'41" EAST

Continued on Page 2

107.28 FEET, HAVING A CENTRAL ANGLE OF 07°23'53"; AND (3) IN A SOUTHEASTERLY DIRECTION TO THE RIGHT OF A NON-TANGENT 11289.16 FOOT RADIUS CURVE, A DISTANCE OF 745.06 FEET, CHORD BEARS SOUTH 47°41'03" EAST 744.93 FEET, HAVING A CENTRAL ANGLE OF 03°46'53" TO THE POINT OF BEGINNING.

CONTAINING 45,665 SQUARE FEET OR 1.048 ACRES.

Together with a permanent general utility easement described as follows:

A 10.00 FOOT WIDE GENERAL UTILITY EASEMENT BEING 10.00 FEET LEFT OF THE FOLLOWING DESCRIBED ALIGNMENT:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

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RUNNING THENCE ALONG SAID NEW SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 41°41'52" WEST 63.15 FEET; (2) TO THE LEFT ALONG THE ARC OF A 369.00 FOOT RADIUS CURVE, A DISTANCE OF 35.81 FEET, CHORD BEARS NORTH 44°28'41" WEST 35.80 FEET, HAVING A CENTRAL ANGLE OF 05°33'37"; (3) NORTH 47°15'30" WEST 512.33 FEET; AND (4) TO THE LEFT ALONG THE ARC OF A 369.00 FOOT RADIUS CURVE, A DISTANCE OF 228.35 FEET, CHORD BEARS NORTH 64°59'11" WEST 224.72 FEET, HAVING A CENTRAL ANGLE OF 35°27'23" TO A POINT ON THE WEST BOUNDARY LINE OF SAID STAN COOK SUBDIVISION, PHASE II AMENDED AND THE TERMINUS OF THIS EASEMENT.

Witness the hand of said grantors, this ___ day of _____, A.D. 2018.

Stanley R. Cook

Bonnie B. Cook

State of Utah)

) ss.

County of Davis)

On this ___ day of _____, A.D. 2018, personally appeared before me,

Stanley R. Cook & Bonnie B. Cook, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:

Witness the hand of said grantors, this ___ day of _____, A.D. 2018.

Gordon T. Watts

Connie W. Watts

State of Utah)

) ss.

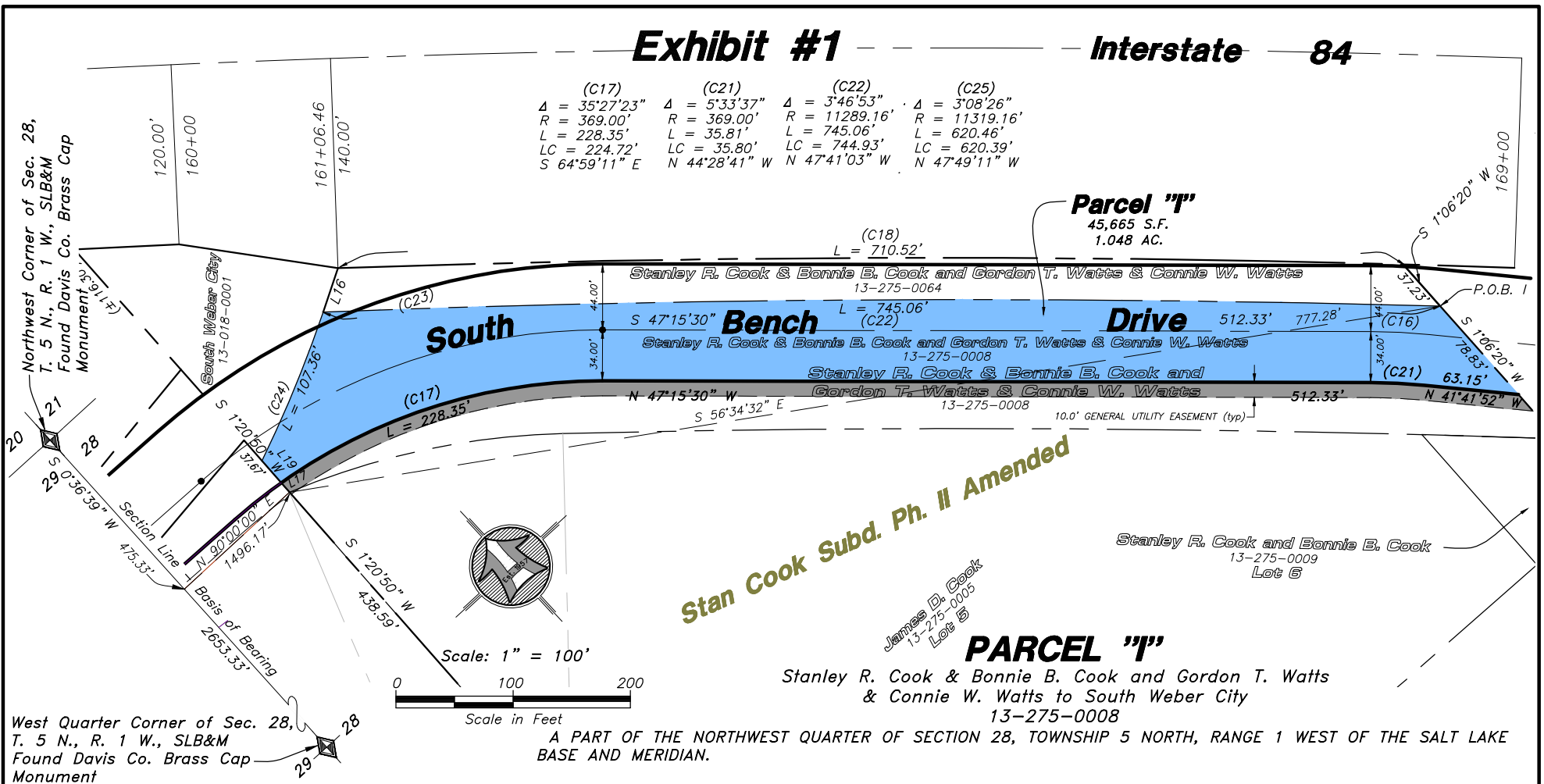
County of Davis)

On this ___ day of _____, A.D. 2018, personally appeared before me,

Gordon T. Watts & Connie W. Watts, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:



Stan Cook Subd. Ph. II Amended

James D. Cook
13-275-0005
Lot 5

PARCEL "I"

Stanley R. Cook & Bonnie B. Cook and Gordon T. Watts
& Connie W. Watts to South Weber City
13-275-0008

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| Line Table | | | Line Table | | |
|------------|---------------|----------|------------|---------------|----------|
| Line # | Bearing | Distance | Line # | Bearing | Distance |
| L1 | N 57°32'35" E | 30.16' | L11 | N 4°02'09" E | 44.18' |
| L2 | S 7°34'12" E | 18.32' | L12 | N 86°00'55" W | 74.60' |
| L3 | S 85°56'36" E | 22.19' | L13 | S 3°55'10" W | 15.32' |
| L4 | N 85°42'50" W | 13.63' | L14 | S 1°20'50" W | 16.32' |
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| L6 | N 88°49'34" W | 88.43' | L16 | N 61°13'57" E | 30.82' |
| L7 | N 81°57'16" E | 129.20' | L17 | N 1°22'05" E | 8.46' |
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Celebrating 60 Years of Business

EXHIBIT "E"

| | | |
|---|---|--|
|  JONES & ASSOCIATES <i>Consulting Engineers</i> | South Weber City Corporation South Bench Drive Construction Project Cost Estimate Summary & Proportionate Share Analysis Date: June 5, 2018 |  SOUTH WEBER <i>city</i> |
|---|---|--|

Project Cost Summary

| Cost Comparisons | 70' ROW | 78' ROW |
|--|---------------------|---------------------|
| 1 General (Mobilization, SWPPP, and Traffic Control) | \$5,000.00 | \$5,000.00 |
| 2 Water | \$59,540.00 | \$59,540.00 |
| 3 Storm Drain | \$56,200.00 | \$71,700.00 |
| 4 Roadway | \$253,725.00 | \$349,400.50 |
| 5 Trail | \$29,726.00 | \$29,726.00 |
| Subtotal = | \$404,191.00 | \$515,366.50 |
| 5% Engineering & Construction Management* = | \$20,209.55 | \$25,768.33 |
| 10% Contingency** = | \$40,419.10 | \$51,536.65 |
| PROJECT TOTAL = | \$464,819.65 | \$592,671.48 |
| CONSTRUCTION UPSIZE COST = | | \$127,851.83 |

Property

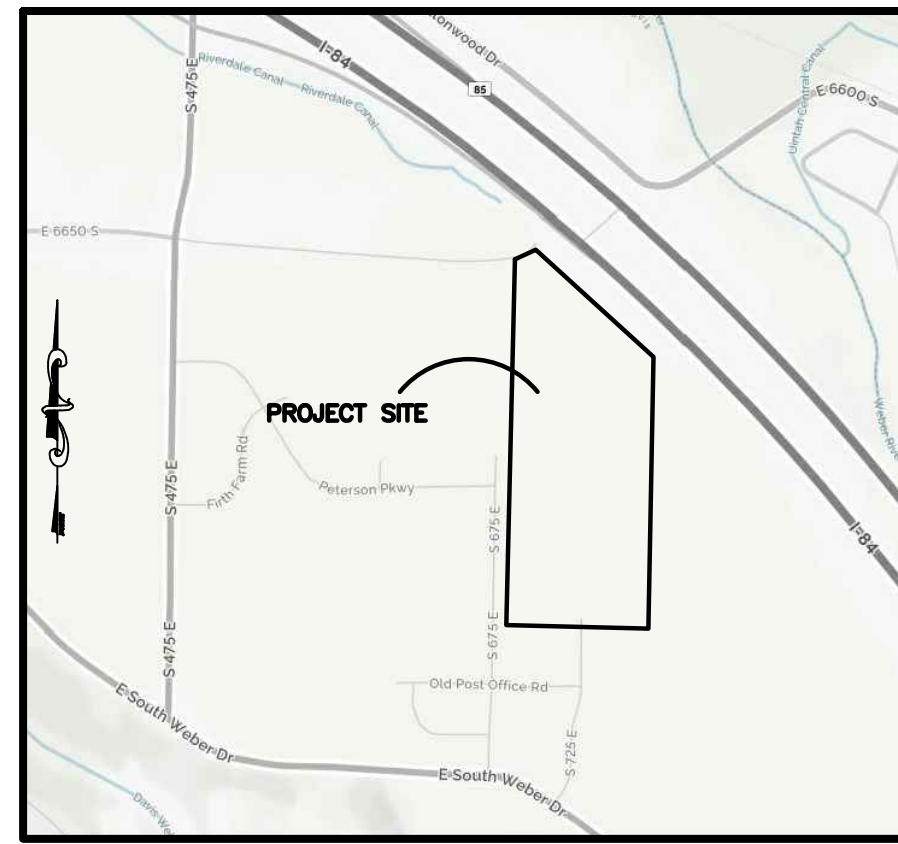
| | | | |
|-------------------------------|-------------|--------|--------------------|
| A 70' ROW (Developer) | 58,100 s.f. | \$2.30 | \$133,630.00 |
| B 78' ROW (City) | 64,740 s.f. | \$2.30 | \$148,902.00 |
| PROPERTY UPSIZE COST = | | | \$15,272.00 |

TOTAL PROJECT UPSIZE COST (CITY RESPONSIBILITY) = \$143,123.83

TOTAL PROJECT COST (DEVELOPER RESPONSIBILITY - rounded) = \$465,000.00

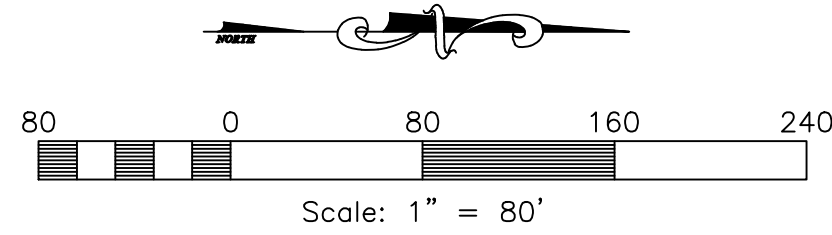
** Includes topographic survey, engineering design, bidding, construction staking, inspections, project meetings, field modifications, processing of change orders and pay requests.*

*** Includes minor items not shown in the estimate, difference between estimated and actual unit costs, potential quantity changes, potential change orders from unforeseen circumstances.*



VICINITY MAP

SCALE: NONE



BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 5 AND A PORTION OF LOT 6, STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, TOGETHER WITH OTHER LANDS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING A POINT ON AN EXISTING FENCE AND LYING S00°36'39"W ALONG THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 28, 431.37 FEET AND N89°23'21"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1039.80 FEET, AN ARC LENGTH OF 144.71 FEET, A DELTA ANGLE OF 07°58'26", A CHORD BEARING OF N64°20'10"E, A RADIAL BEARING OF N21°40'37"W, AND A CHORD LENGTH OF 144.59 FEET TO THE SOUTHERLY RIGHT OF WAY OF I-84; THENCE ALONG SAID RIGHT OF WAY LINE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 10683.00 FEET, AN ARC LENGTH OF 709.85 FEET, A DELTA ANGLE OF 03°48'26", A CHORD BEARING OF S46°55'15"E, A RADIAL BEARING OF N44°58'57"E, AND A CHORD LENGTH OF 709.72 FEET TO A POINT WHICH IS 868.00 FEET S0°34'55"W AND 495.67 FEET N89°25'05"W FROM THE CALCULATED LOCATION OF THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE S01°06'20"W ALONG THE EAST LINE OF SAID SUBDIVISION AND ITS EXTENSION TO THE NORTH 1306.30 FEET; THENCE N88°37'55"W 664.59 FEET TO THE WESTERLY LINE OF SAID SUBDIVISION; THENCE N01°22'05"E ALONG THE WESTERLY LINE OF SAID SUBDIVISION 1712.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,042,893 SQUARE FEET OR 23.942 ACRES MORE OR LESS

SETBACK INFO.

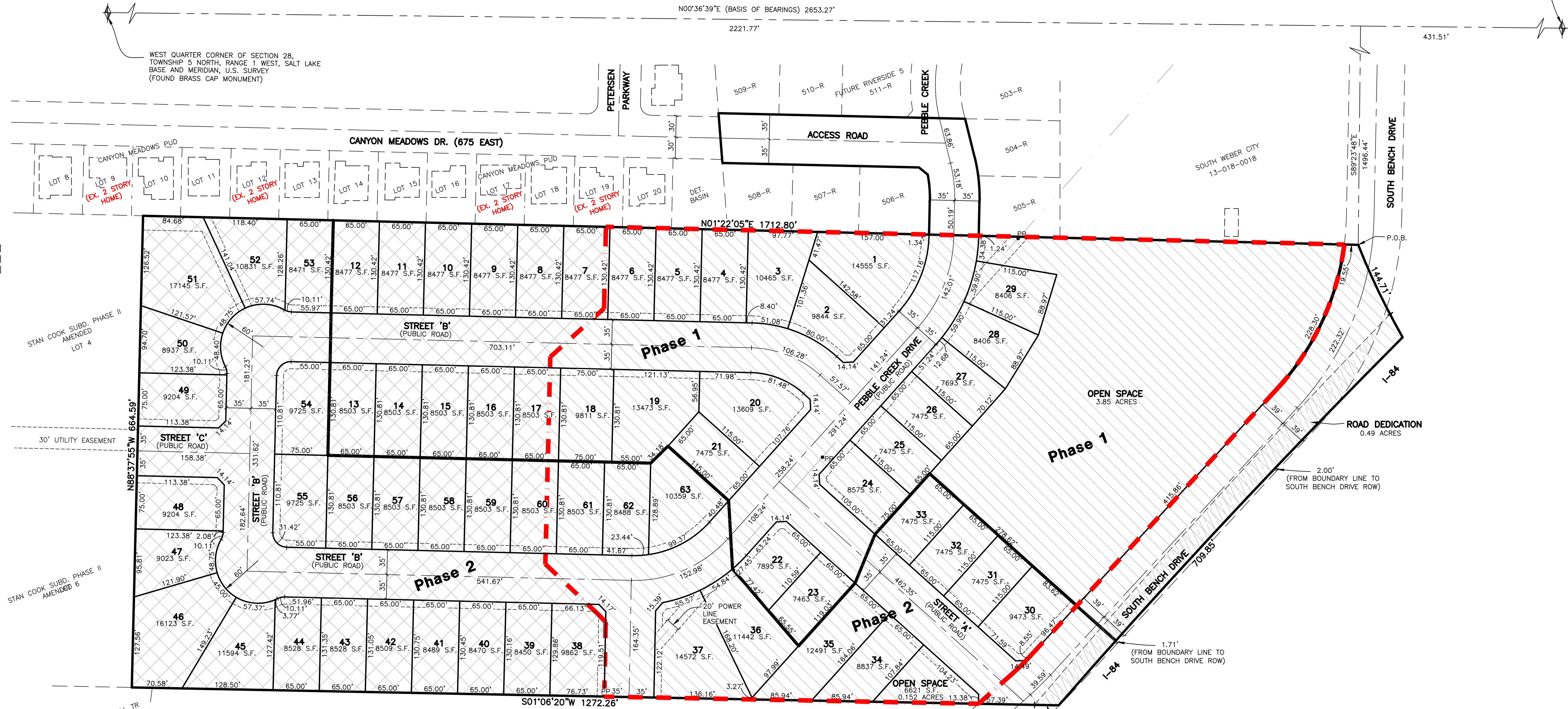
ZONE R-M (RESIDENTIAL MODERATE DENSITY W/PUD)
 FRONT SETBACK: 20 FEET
 REAR SETBACK: 20 FEET
 SIDE SETBACK: 6 FEET MIN. EACH SIDE
 SIDE SETBACK FACING STREET: 20 FEET

ZONE R-P (RESIDENTIAL PATIO)
 FRONT SETBACK: 20 FEET
 REAR SETBACK: 10 FEET
 SIDE SETBACK: 6 FEET MIN. EACH SIDE
 SIDE SETBACK FACING STREET: 20 FEET

HEIGHT RESTRICTION INFO.

ZONE R-M (RESIDENTIAL MODERATE DENSITY W/PUD)
 29 TOTAL LOTS
 MAX. BUILDING HEIGHT: 35 FEET

ZONE R-P (RESIDENTIAL PATIO)*
 34 TOTAL LOTS
 50%, 17 LOTS (MAX. HEIGHT): 25 FEET
 50%, 17 LOTS (MAX. HEIGHT): 35 FEET
 LOTS 6-12 & 51-53 SPECIFICALLY RESTRICTED, 10 LOTS (MAX. HEIGHT): 25 FEET
 *MAX. HEIGHT OF STRUCTURES PER DEVELOPMENT AGREEMENT



LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = LOT LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = EASEMENT
- = POWER LINE
- = G.U.E.
- = EXISTING BUILDING
- = R-M PRUD AREA
- = R-P AREA
- = ROAD DEDICATION
- = PUD AREA

DESIGN SPECS.

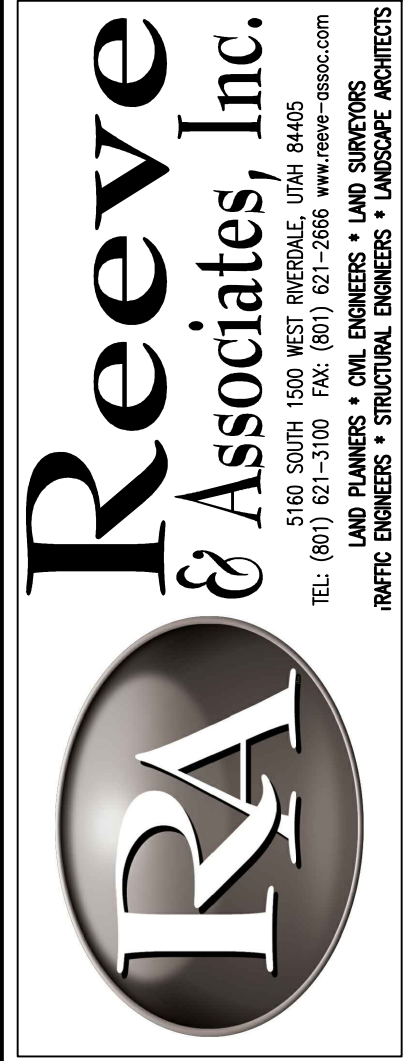
TOTAL AREA.....23.94 ACRES
 R-P AREA (34 LOTS).....9.35 ACRES
 PUD OPEN SPACE AREA.....4.00 ACRES (30.4%)
 RIGHT-OF-WAY AREA.....6.59 ACRES (26.53%)
 63 LOTS PROPOSED (2.63 UNITS/AC)

LOT AREA INFO.

LARGEST LOT = 17,145 S.F. (0.39 AC.)
 SMALLEST LOT = 7,463 S.F. (0.17 AC.)
 AVERAGE LOT = 10,866 S.F. (0.25 AC.)

Harvest Park Subdivision

South Weber City, Davis County, Utah



| REVISIONS | DATE | DESCRIPTION |
|-----------|--------|---------------|
| 1 | 8-3-18 | City Comments |

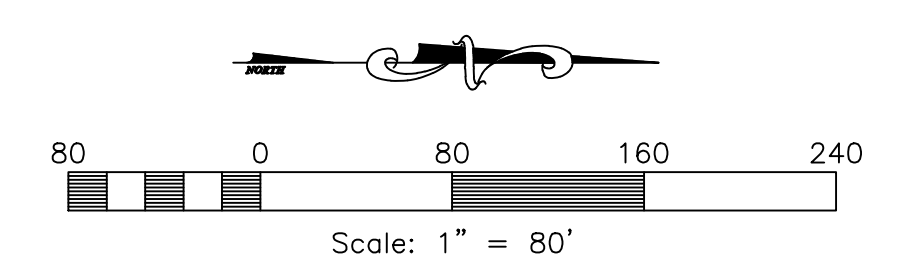
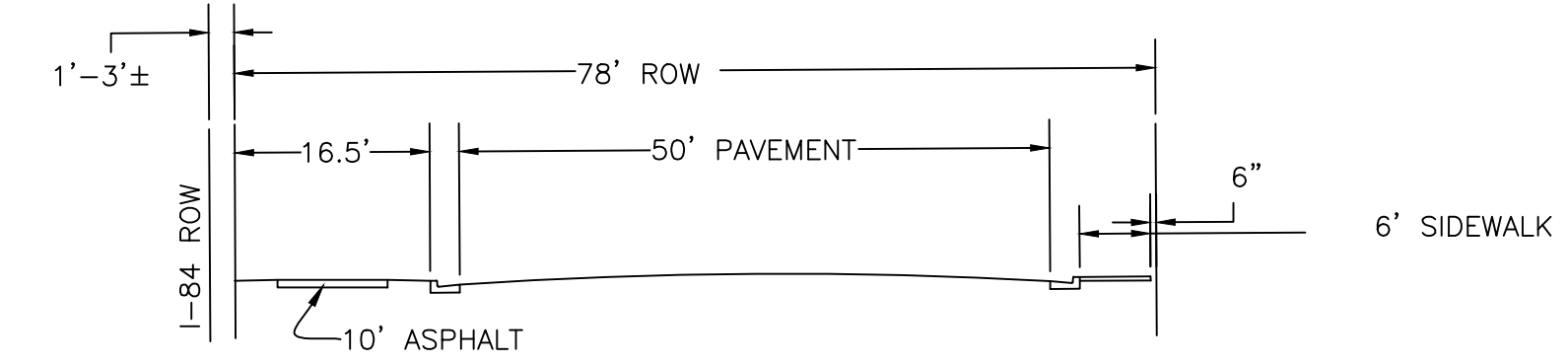
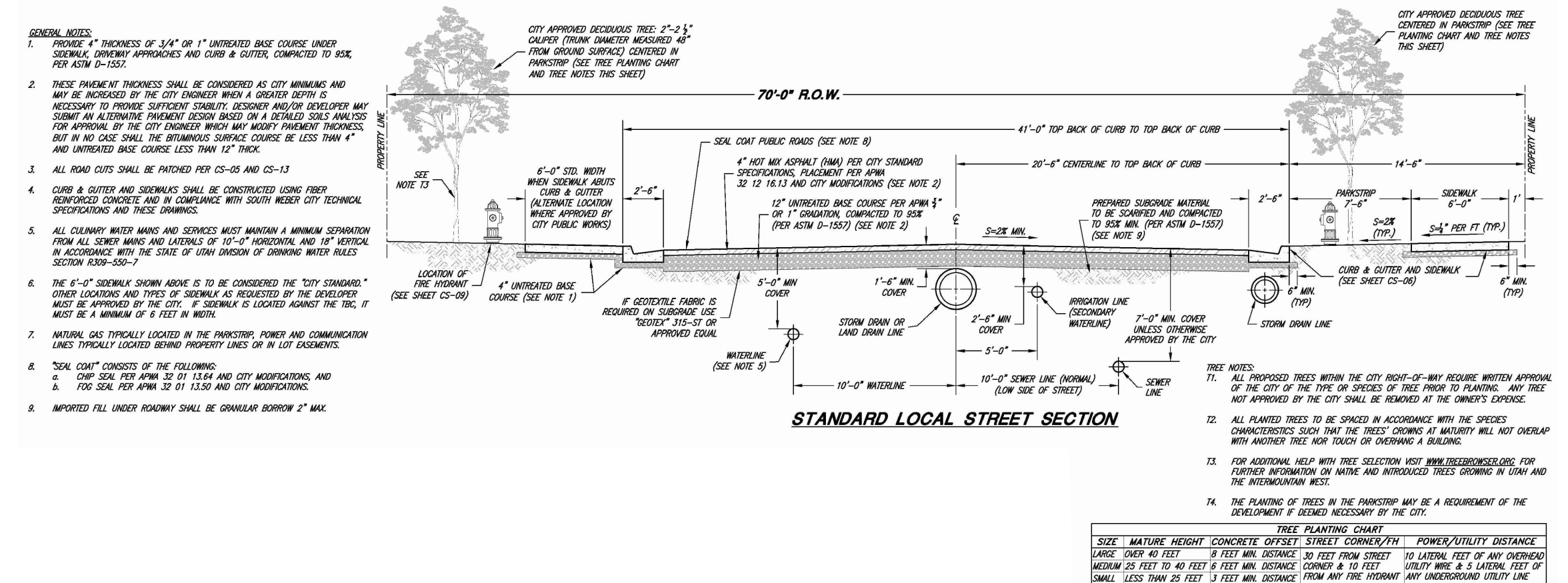
Harvest Park Subdivision
 PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.L.B. & M., U.S. SURVEY
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Plat
'Not to be Recorded'

| |
|--|
| |
|--|

Project Info.
 Engineer: N. Reeve
 Designer: C. Gave
 Begin Date: August 28, 2017
 Name: HARVEST PARK SUBDIVISION
 Number: 1301-025

| | |
|-------|--------|
| Sheet | 2 |
| 1 | Sheets |



LEGEND

| | | | |
|---------|---|---------|---|
| — | = BOUNDARY LINE | ● | = PROPOSED FIRE HYDRANT |
| — | = LOT LINE | ○ | = PROPOSED SANITARY SEWER MANHOLE |
| — | = ADJOINING PROPERTY | ○ | = EXISTING SANITARY SEWER/ STORM DRAIN MANHOLE |
| — | = ROAD CENTERLINE | ● | = PROPOSED STORM DRAIN MANHOLE |
| --- | = EASEMENT | ■ | = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE |
| --- | = POWER LINE | □ | = EXISTING CATCH BASIN |
| SS | = PROPOSED SANITARY SEWER LINE | ○ | = AIR-VAC ASSEMBLY |
| —EX.SS— | = EXISTING SANITARY SEWER LINE | ○ | = PROPOSED STREET LIGHT |
| SW | = PROPOSED SECONDARY WATER LINE | PP | = POWER POLE |
| —EX.SW— | = EXISTING SECONDARY WATER LINE (SIZE VARIES) | ⊕ | = PLUG W/ 2" BLOW-OFF |
| W | = PROPOSED CULINARY WATER LINE (SIZE VARIES) | ⊕ | = PLUG & BLOCK |
| —EX.W— | = EXISTING CULINARY WATER LINE | —EX.LD— | = EXISTING LAND DRAIN |
| SD | = PROPOSED STORM DRAIN (SIZE VARIES) | ○ | = PROPOSED FENCE LINE |
| —EX.SD— | = EXISTING STORM DRAIN | —X—X— | = EXISTING FENCE LINE |

Developer:
Nilson Homes
Mark Staples
5617 S. 1475 E.
Ogden, UT. 84403
(801) 392-8100

Harvest Park Subdivision

South Weber City, Davis County, Utah

- NOTES**
- LAND DRAIN IS NOT REQUIRED PER GEOTECHNICAL REPORT BY CMT ENGINEERING LABORATORIES (CMT PROJECT NO. 10868, DATED MARCH 8, 2018).
 - ALL STREETS SHOWN HEREON ARE 70' PUBLIC RIGHT OF WAY EXCEPT SOUTH BENCH DRIVE (78' RIGHT OF WAY).
 - CONTOURS ARE SHOWN IN ONE FOOT INTERVALS. LAND USE SEPARATION FENCING WILL BE INSTALLED ALONG AGRICULTURAL ZONED NEIGHBORING PROPERTIES.
 - PROPERTY IS IN FEMA FLOOD ZONE X ACCORDING TO FEMA FLOOD MAP 4901C0089E EFF. 6-18-2007.
 - ALL UTILITIES AND ROADWAY WORK ASSOCIATED WITH SOUTH BENCH DRIVE WILL BE COMPLETED BY SOUTH WEBER CITY PER THE DEVELOPMENT AGREEMENT.
 - THE FINAL DIMENSIONS AND LOCATION OF THE DETENTION BASIN WILL BE DETERMINED WITH THE FINAL DESIGN OF PHASE 1. A 6' CHAIN LINK FENCE (NO SLATS) WILL BE INSTALLED AROUND THE PERIMETER OF THE DETENTION BASIN WITH A DOUBLE-GATED ENTRY TO SERVE AS A DOG PARK PER THE DEVELOPMENT AGREEMENT.
 - THE OPEN SPACE AREA WILL BE PROVIDED WITH A 6' WIDE NATURAL SURFACE TRAIL AROUND THE PERIMETER AND ACCESSING PEBBLE CREEK DRIVE, BUT NO TRAIL IS REQUIRED ALONG SOUTH BENCH DRIVE DUE TO THE PRESENCE OF SIDEWALK. THE FINAL LOCATION WILL BE DETERMINED WITH THE FINAL DESIGN OF PHASE 1, OR THE CASH EQUIVALENT PAID TO THE CITY, PER THE DEVELOPMENT AGREEMENT.

Storm Runoff Calculations

Stan Cook Property
10/4/2018 (REV)

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the South Weber City area taken from the NOAA Atlas 14 data provided in the city standards, using a 100 year storm for detention, and a 10 year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.1 cfs/acre. A portion of undeveloped land to the south is also included in the areas to determine the weighted C value.

The calculations are as follows:

| | | | |
|------------------------------------|---|---------------|---------------------------|
| Drainage Area: | Total Area = | 38.50 acre or | 1,677,269 ft ² |
| Runoff Coefficients | Paved Area | 350,000 | C = 0.90 |
| | Landscaped Area | 1,177,269 | C = 0.15 |
| | Roof | 150,000 | C = 0.90 |
| Weighted Runoff Coefficient | | | C = 0.37 |
| Rainfall Intensities: | 10-yr intensity for a 20 minute TOC - Pipe Capacity | 2.06 | in/hr |
| Peak Run-off: | Runoff Coefficient | C = | 0.37 |
| | Rainfall Intensity | i = | 2.06 IN/HR |
| | Acreage | A = | 38.50 ACRES |
| | Q | Q = | 29.63 cfs |

Volume of Run-off for 100-year Storm Event:

| | |
|----------|--|
| C = | 0.37 |
| I = | See Below in/hr |
| A = | 1677269.00 ft ² |
| Q(out) = | 3.85 ft ³ /s (0.1 cfs per acre) |

| time (min) | time (sec) | i (in./hr.) | Q (cfs) | Vol. in (cf) | Vol. out (cf) | Difference (cf) |
|------------|------------|-------------|---------|--------------|---------------|-----------------|
| 0 | 0 | 0.00 | 0.00 | 0 | 0 | 0 |
| 5 | 300 | 7.21 | 104.58 | 31373 | 1155 | 30218 |
| 10 | 600 | 5.48 | 79.48 | 47690 | 2310 | 45380 |
| 15 | 900 | 4.53 | 65.70 | 59134 | 3465 | 55669 |
| 30 | 1800 | 3.05 | 44.24 | 79629 | 6931 | 72698 |
| 60 | 3600 | 1.89 | 27.41 | 98688 | 13862 | 84826 |
| 120 | 7200 | 1.08 | 15.66 | 112768 | 27723 | 85063 |
| 180 | 10800 | 0.74 | 10.72 | 115763 | 41585 | 74177 |
| 360 | 21600 | 0.41 | 5.93 | 128138 | 83170 | 44967 |
| 720 | 43200 | 0.25 | 3.64 | 157274 | 166341 | -9067 |
| 1440 | 86400 | 0.14 | 2.03 | 175445 | 332881 | -157236 |

SUMMARY:
The required storage volume is **85,063** cubic feet

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

REVISIONS

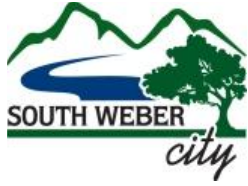
| DATE | DESCRIPTION |
|--------|---------------|
| 8-3-18 | City Comments |

Harvest Park Subdivision
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.11B & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Utility & Improvement Plan
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: August 28, 2017
Name: HARVEST PARK SUBDIVISION
Number: 1301-025

| | |
|-------|--------|
| Sheet | 2 |
| 2 | Sheets |



Council Meeting Date: October 23, 2018

Name: Mark Larsen

Agenda Item: 7

Objective: Salt trucking bid.

Background: Every year we bid to have our salt hauled from Great Salt Lake Mineral Company. We put the bid out in a mass email and give 2 weeks for contractors to get their bids in. After the 2 weeks is up we have a bid opening and pick the winner of the contract. Most year we have 3 to 5 bidders but this year we only had one bidder but it still looks like a good price.

Summary: It looks like we got a good price on the trucking of the salt. We should approve the bid and contract for the trucking.

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: Approval

Attachments: Bid from Kastlerock

Budget Amendment: na

**SOUTH WEBER CITY
SALT TRUCKING BID
2018-2019 Season**

South Weber City is now accepting bids for salt delivery. Salt is to be picked up from GSL and deposited at the City Shop located at - 1727 East South Weber Drive. The City yard is only able to accommodate a dump truck and pup. Due to the size of the city yard, salt shortages may require quick delivery with less than a day's notice.

Please complete the bottom of this bid sheet and return to 1) the City Office located at 1600 E South Weber Drive or 2) via email mlarsen@southwebercity.com or 3) fax to (801) 479-0066. All bids must be received by 5:00pm on Friday, September 7, 2018.

Winter Season 2014-2015 Salt Trucking Bid

Company Name: Kastherack Exc & Per
Contact Name: Layne Kap
Phone Number(s): 801-725-5510

\$ 8.00 per delivered ton

Yes, I would like to remain on South Weber City's Bid List

Yes, I would like to be placed on South Weber City's Emergency Snow Plowing list

Contact: Layne Kap
Phone: 801-725-5510

October 17, 2018

Mr. Dave Larson
South Weber City
1600 E. South Weber Drive
South Weber, Utah 84405

RE: Easement Preparation Proposals
Westside Reservoir Rehabilitation Project
Recommendation of Award

Dear Mr. Laron:

South Weber City recently solicited proposals from several consultants for the survey, property research, and easement preparation for the access road related to the Westside Reservoir Rehabilitation Project.

Three (3) proposals were received, as summarized below (in no particular order):

| Consultant | Total Fee | Schedule | Includes |
|------------------------------|-----------------------|-------------------------------|---|
| Meridian Engineering | \$8,600 | 15 business days (3 weeks) | Survey control, topographic survey, property research, and legal descriptions |
| Hansen and Associates | \$4,800 | 4 weeks | Survey control, topographic survey, property research, and legal descriptions |
| Landmark Surveying | No total fee provided | 3 weeks | No description given (references solicitation email) |

We recommend award of this project to **Hansen and Associates** based on their complete proposal, lower fee, and average schedule.

Please let me know if you have any questions or need additional information. The solicitation email and full proposals are attached to this letter.

Sincerely,



Dana Q. Shuler, P.E.
Jones & Associates

Attachments: Solicitation email
Proposals (3)

cc: Mark Larsen, South Weber City Public Works Director
Brandon Jones, Jones and Associates

Dana Shuler

From: Dana Shuler
Sent: Wednesday, October 10, 2018 6:02 PM
Cc: Brandon Jones (brandonj@jonescivil.com); Dave Larson
Subject: Survey and Easement Preparation Quote
Attachments: 2018-10-10 Location and Parcel Map.pdf

South Weber City is requesting proposals for the preparation of several easements. Attached is a location map with the approximate property lines. The City desires preparation of an access easement through each of the properties, beginning at South Weber Drive, along 7150 South (a private road), across the DWCCC canal, and up to their property adjacent to Hill AFB. The dark line represents the existing route and/or proposed route, as shown. No easement is needed across the DWCCC property. Some topographic survey may be required to determine the location of the actual road in relation to the property lines.

Additional services may be requested as the project develops.

Your proposal should include your qualifications (brief), proposed fee, hourly rate schedule, and schedule for completing the work.

Proposals should be addressed to Dave Larson, City Manager, South Weber City.

Please submit your proposal via email to dlarson@southwebercity.com and dana@jonescivil.com.

Proposals must be received by **noon on Wednesday, October 17, 2018**.

If you have any questions, please feel free to contact me.

Thank you,

Dana

Dana Q. Shuler, P.E. | Senior Engineer
Jones & Associates Consulting Engineers
6080 Fashion Point Drive, South Ogden, UT 84403
P: (801) 476-9767 | C: (801) 440-7403





Hansen and Associates, Inc.
Consulting Engineers & Land Surveyors

October 15, 2018

South Weber City
Dave Larson, City Manager
dlarson@southwebercity.com

RE: Access Easements through the SW Quarter of Section 28, T5N, R1W, SLB&M

Dear Dave,

Hansen and Associates, Inc. (HAI) is pleased to present this proposal for the easement preparation as shown on the attached "Location and Parcel Map" drawn by Jones and Associates.

HAI has been in business and serving northern Utah for over 62 years. We have a reputation of providing accurate, prompt and competitively priced surveys to many of the communities along the Wasatch Front. Our vault contains all of the drawings, records and files generated by this office from 1957 to present day. We rely on these files in the preparation of most of our projects, which includes the east part of South Weber's proposed trail. We also have a great working relationship and rapport with Jones and Associates.

A few of our recently completed projects are listed below that show our qualifications for this project:

HAI recently completed a right-of-way acquisition survey along 1200 West for Brigham City. This project consisted of preparing the descriptions for 38 parcels of land along a 2.7 mile section of roadway. We will finalize the project with a Roadway Dedication Plat that will be filed in the B.E. Co. Recorder's Office.

We also recently completed a Trail Access Easement Survey for Brigham City along a 5700 foot section for a new walking and biking trail.

We are currently doing a right-of-way acquisition survey for Perry City along the extension of 1100/1200 West. This survey involves about 6000 feet of roadway right-of-way description preparation and dedication plats.

Our approach to this project will be to first have one of our field crews locate the proposed trail alignment, the required boundary information, sectional ties and other pertinent monuments and information so that we can accurately define the boundaries of the 11 or 12 parcels that the trail will pass through.

Our office draftsman will then generate the required drawings based on those field ties and then it will go to the Surveying department where they will go through the process of determining the property lines of the parcels involved. Once that is done, we will sit down with the city to verify the location of the trail is where it needs to be. Once that is done, we will prepare the individual easement descriptions for the properties involved.

Our final product will be a drawing showing the trail alignment with the descriptions for each of those properties on the face of the drawing.

The cost for providing these services will be \$4800.

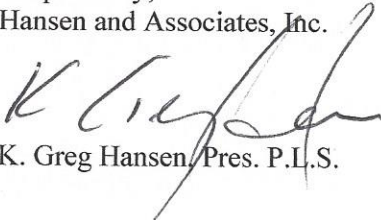
We would anticipate that it would take about 4 weeks from the notice to proceed to have this project completed. It will certainly make a difference for us if done before much snow accumulates on the ground.

If there are additional services required, our hourly rates are as follows:

| | | | |
|-------------------|----------|-------------------|----------|
| 1 Man GPS Crew | \$105/hr | PLS | \$135/hr |
| 2 Man Survey Crew | \$138/hr | Survey Technician | \$105/hr |
| 3 Man Survey Crew | \$170/hr | Draftsman | \$90/hr |

I trust this is satisfactory and meets your needs. If you have any questions or need additional information, please let me know.

Respectfully;
Hansen and Associates, Inc.



K. Greg Hansen, Pres. P.L.S.



Landmark Surveying, Inc.

A Complete Land Surveying Service
www.landmarksurveyutah.com

4646 South 3500 West - #A-3
West Haven, Utah 84401
(801) 731-4075 Office

October 16, 2018

South Weber City
Attn: Dave Larson, City Manager
1600 East South Weber Drive
South Weber City, UT 84405

RE: Request for Proposals related to easements near 7150 South, 850 East

Dear Mr. Larson:

Please see the attached information related to an email request that I received from Dana Shuler of Jones & Associates regarding the city need for surveying services for the Westside Reservoir Project.

Thank you.

Respectfully,

Ernest D. Rowley, PLS, CFedS

Principle Owner - Landmark Surveying, Inc.

ernest@LandmarkSurveyUtah.com

South Weber Easements Proposal 10-16-2018.docx

BRIEF STATEMENT OF QUALIFICATIONS:

Landmark Surveying, Inc. has been in business under this name since 1995 when Dallas Buttars and Doug Graham began the company. Since then both Dallas and Doug have sold their interest to Ernest D. Rowley and Tyler Knight who are now the principle owners.

Mr. Rowley will be the principle in charge of this project and has had 35 years of experience in the profession of land surveying. He obtained his Utah surveying license in 1989 and has since obtained licenses in Nevada and Illinois. He has also received certification from the Bureau of Land Management as a Certified Federal Surveyor (CfedS). His experience started in the private sector with Sunrise Engineering, Inc. working there from 1983 to 1994 as a surveying manager. He spent a short time with Knox and Associates in Centerville, Utah and was afterward hired by Weber County Surveying in 1995. He served Weber County as Chief Deputy from 1995 to 2006, was appointed the County Surveyor in 2006 and elected County Recorder/Surveyor filling that office from 2007 to 2015. In 2015 Ernest purchased Dallas Buttars ownership interest in Landmark Surveying.

During Ernest's career he has performed hundreds of surveys, written hundreds of descriptions including easements. He has been employed several times as an Expert Witness in boundary dispute cases, performed ALTA/NSPS land title surveys, and provided topographic surveys for many engineering projects.

PROPOSED FEE:

Hourly rates (valid through December 31, 2018):

Office work:

| | |
|-------------------------------|--------------|
| Licensed Surveyor (Principal) | \$90.00/hr |
| Expert Witness fee | \$\$\$190/hr |
| Design/Draftsman | \$85/hr |
| Document research | \$85/hr |

Field work:

| | |
|-------------------|----------|
| Licensed Surveyor | \$150/hr |
| 1 man crew | \$125/hr |
| 2 man crew | \$175/hr |

Milage (will not be charged on this project):

Note that most of the work on this project will be done by a Licensed Surveyor and 1 man crew.

SCHEDULE FOR COMPLETING THE WORK:

We can start the project upon receiving notice to proceed. It is estimated that the project could be completed in 3 weeks from that date.



Statement of Qualifications & Fee Proposal



South Weber City

Survey and Easement Preparation
October 17, 2018



| | |
|--------------------------------|---|
| Table of Contents: | |
| Qualifications | 1 |
| Tasks and Proposed Fee | 2 |
| Schedule and Staff Rates | 3 |

Meridian Engineering, Inc
1628 West 11010 South, Suite 102
South Jordan, UT 84095
801-569-1315
www.MElamerica.com



Qualifications

South Weber City

October 17, 2018

1600 East South Weber Dr.
South Weber, Utah 84405

Attn: Dave Larson, City Manager, South Weber City

Re: South Weber City Survey and Easement Preparation Proposal

Meridian Engineering, Inc. (Meridian) is a full-service Surveying and Engineering firm headquartered in South Jordan, Utah, founded in 1997. Meridian provides Transportation, Civil, Survey, Right-of-Way, Preconstruction Engineering, and Construction Engineering Management needs for private and public entities, federal, state and local governments, hospitals and health centers, and education institutions. Meridian offers professional consulting services throughout the intermountain region and has worked hard to develop a reputation of providing unparalleled quality and service.

Meridian is pleased to submit our Statement of Qualifications and provides the following field to finish Surveying services:

- ⇒ 2016 ALTA/NSPS Land Title Surveys
- ⇒ Boundary Surveys
- ⇒ Legal Descriptions
- ⇒ Encroachment Issues
- ⇒ Chain of Title Research
- ⇒ Expert Boundary Analysis and Opinions
- ⇒ CADD Delivery in AutoCAD Civil 3D and MicroStation design formats

We offer a reliable staff of Professional Licensed Land Surveyors, backed by an experienced design team of technical and administrative staff. Meridian is highly qualified to address the needs of any project.

Rates are inclusive of labor, overhead, computer time, survey vehicles, survey tools and staking materials.

We look forward to creating a partnership of trust, service, and quality design.

Respectfully,

Darren Williams, PLS
dwilliams@MEIamerica.com

Meridian Engineering, Inc.
P: (801) 569-1315, F: (801) 569-1319



Tasks and Proposed Fee

Survey Control and Topographic Survey - Task items include:

- a. South Weber City will notify the land owner's of Meridian's intent to survey their property.
- b. Meridian will survey all occupational and boundary evidence necessary to adequately determine the boundaries of the parcels that will be affected by the proposed easement.
- c. Meridian will locate the existing access route to determine the location of the new access easement.
- d. Meridian will locate survey monumentation necessary to determine property lines between adjoining parcels. Survey control will also be located offsite for retracement in the future. Survey control from any surveys completed by the City Engineer will be located to relate new survey data to prior work.
- e. Meridian will locate the existing access route to determine the location of the new access easement.

Property Research and Prepare Easements - Task items include:

- a. Meridian has conducted preliminary research and determined that an easement was dedicated to the City in 2005 which grants access from South Weber Drive to the Bigler property (Tax ID No. 13-020-0025). Additional research will be conducted for all parcels along the affected access route back to marketable title (Marketable Title is 40 years in Utah). This research will show any existing easements or encumbrances that may affect the new access easement, if any.
- b. Based on the final determination of the exterior boundary lines of the affected parcels, Meridian will prepare the legal descriptions needed for the "Access Easements". These descriptions will be placed on the appropriate easement forms.
- c. 8.5"x11" Exhibits will be prepared for each parcel affected to illustrate the location of the easement in relationship to the landowner's property lines.
- d. Meridian will return all finished documents to South Weber City for ownership signatures (and notaries).

Proposed Fee:

| <u>TASK</u> | <u>FEE SCHEDULE</u> |
|--|---------------------|
| 1. Survey Control and Topographic Survey: | |
| Field Crew (2 days) | \$ 2,400.00 |
| Survey Processing | \$ 750.00 |
| 2. Property Research and Easement Preparation: | |
| Research and Calculations | \$ 1,800.00 |
| Project Surveyor (Boundary Determinations) | \$ 1,650.00 |
| Legal Descriptions and Exhibits | <u>\$ 2,000.00</u> |
| Sub-Total: | \$ 8,600.00 |



Schedule and Staff Rates

Project Schedule:

Upon notice to proceed (NTP), Meridian will immediately schedule the field work for this project. The Topographic Survey and Easements will be scheduled for final delivery in 15 business days from NTP.

Proposed Hourly Rates

Meridian Engineering proposes to provide the services described in the South Weber City Request for Proposal and any additional services that are requested using the following hourly rates:

| | |
|--|--------------|
| Project Manager or QA/QC Manager (PE/PLS) | \$125 |
| Contract Administration, Schedule & Budget Control, Client & Team Coordination, Project Operations, Quality Assurance | |
| Project Surveyor (PLS) | \$90 |
| Mission Planning & Management, Boundary Analysis & Determinations, Quality Control | |
| Design Surveyor (PLS / PLSIT) | \$80 |
| Platting & Calculations, Right Of Way Design, Property Research, Legal Descriptions | |
| Design Technician / CADD Operations | \$65 |
| Engineering & Surveying CADD Design, Drafting, Client & Agency Standardization | |
| Survey Crew (2-man) | \$150 |
| Geodetic & Cadastral Surveys, Data Collection, Boundary & Topographic Surveys, Construction Staking, Volume Surveys, Record Surveys | |
| Survey Party Chief | \$120 |
| Survey Crew & Task Management, Note Reductions, Field-To-Office Data Transfers | |
| Survey Technician | \$50 |
| Crew Support, Safety Person | |
| Clerical / Administrative | \$50 |
| Administrative & Organization Assignments, Project Specific Activities | |

Additional work which is **not** included in this Scope of Work but required for the project will be approved by the Client and completed at the staff rates shown above.