## **BOUNTIFUL CITY COUNCIL MEETING**

TUESDAY, December 13, 2022

5:00 p.m. – Work Session

## 7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall**, **795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. For most items it is desirable for the Council to be informed of background information prior to consideration at a Council meeting. If you wish to have an item placed on the agenda, contact the Bountiful City Manager at 801.298.6140.

Bountiful City Council meetings, including this meeting, are open to the public. The meeting is also available to view online, and the link will be available on the Bountiful City website homepage (<u>www.bountifulutah.gov</u>) approximately one hour prior to the start of the meeting.

## AGENDA

#### 5:00 p.m. - Work Session

- 1. IPA Presentation Mr. Allen Johnson
- 2. Discussion with State Legislators

#### 7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer

2.	Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your nam	e and address, keeping
	your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting.	Please do not repeat
	positions already stated. Public comment is a time for the Council to receive new information and perspectives.	
3.	Consider approval of minutes of previous meetings (two) held November 8, 2022	p. 3

- 4. Council Reports
- 5. BCYC report
- 6. Consider approval of:
  - a. Expenditures greater than \$1,000 paid October 31, November 7, 14, 21 & 28 p. 15
  - b. October 2022 Financial report
- Consider approval of the appointment of Jamie Dester to the Bountiful Community Service Council for a four-year term ending December 31, 2026 – Mayor Kendalyn Harris
   p. 35
- 8. Consider approval of the Public Notice of Bountiful City Council Meetings in 2023 Mr. Gary Hill p. 37
- 9. Consider approval of the proposed architectural and site plan review for 32 West 400 South Ms. Amber Corbridge p. 39
- Consider approval of Avid Trail's bid to build trails for the Mueller Park A Project in the amount of \$122,336 Mr. Todd Christensen
   P. 89
- Consider approval of Avid Trail's bid to build trails for the Mueller Park B Project in the amount of \$278,686 Mr. Todd Christensen
   p. 93
- Consider approval of extending the PUD Plat and the Site Plan approvals for Deseret First Credit Union to June 14, 2023 Mr. Francisco Astorga
   p. 97
- 13. Consider approval of extending the final architectural and site plan approval to July 11, 2023 for the Renaissance Towne Center south apartment building – Mr. Francisco Astorga p. 101
- 14. Consider approval of a master license agreement between Bountiful City and Cellco (Verizon) Mr. Clint Drake p. 105
- 15. Consider approval of an agreement with Ace Recycling and Disposal for the lease and purchase of recycling carts in the amount of \$529,600 Mr. Clinton Drake
   p. 123
- 16. Consider approval of a lot line adjustment at 1532 East Vineyard Drive Mr. Lloyd Cheney p. 129
- 17. Convene in a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).
- 18. Adjourn

- And What Mary City Recorder

p. 21

1			s of the
2 3	BOUNT	IFUL CITY FIN November 8, 202	ANCE COMMITTEE 22 – 4:30 p.m.
4 5 6 7 8	Present: Mayor Councilmembe	я	Kendalyn Harris Millie Segura Bahr Cecilee Price-Huish Jesse Bell
9 10 11 12 13 14 15 16	Department Directors/Staff: City Manager Assistant City Finance Direct Assistant Finar	Manager or	Gary Hill Galen Rasmussen Tyson Beck David Burgoyne
17 18 19		•	vas given by posting an agenda at the City Hall tiful City Website and the Utah Public Notice
<ul> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> </ul>	Mayor Kendalyn Ha	<u>City Hall Council</u>	<b><u>D p.m.</u></b> <u><b>Conference Room</b></u> ittee and opened the meeting at 4:35 p.m.
25 26 27 28 29	<u>REVIEW OF THE FISCA</u> <u>REPORT (ACFR) – MR. 7</u>	AL YEAR 2022 ANNU TYSON BECK e Director, began by sta	Ating that the ACFR and independent financial
<ul> <li>30</li> <li>31</li> <li>32</li> <li>33</li> <li>34</li> <li>35</li> </ul>	review of the sources of City	y revenues and the asso net income or loss as w	ancial results for fiscal year 2022. This included a ociated uses of those funds. Additionally, each of ell as their equity positions. The cash and 1.
35 36 37 38 39		· •	t Agency, Light and Power, and Landfill & ring the year. Reasons for each of those losses
40 41 42		res and contrasts the sta	nagement's Discussion and Analysis section of the atements of net position and revenues/expenses
43 44 45			ed clarifying questions. There was a discussion had opment agreements for the Renaissance Town

- Centre development and the development's progress. Mr. Beck and Mr. Hill provided information to
   answer the questions raised by Council members.
- 3 4

5 Mr. Beck specifically addressed some financial concerns with the Golf Course fund operations. There

6 are no easy answers to resolve the negative financial trends in these operations as this is believed to

be due to decreasing demand throughout the golf industry. The operations will continue to bemonitored closely.

8 mon: 9

## 10 REVIEW OF THE FISCAL YEAR 2022 INDEPENDENT FINANCIAL STATEMENT 11 AUDIT

Gary Keddington, audit partner with Keddington & Christensen, LLC, discussed the process and results of the fiscal year 2022 financial statement audit. He discussed that they are issuing an unmodified (clean) audit opinion on the financial statements prepared by the city. The audit did not identify any internal control related findings or recommendations.

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Mr. Keddington also explained that the fiscal year 2022 audit included a federal Single Audit which
was required due to the City receiving federal funds exceeding \$750,000. The Single Audit also did
not identify any violations of federal regulations regarding the grant award agreements.

Mr. Keddington then discussed two findings related to the State Auditor's State Compliance guide
 that independent auditors are required to use as part of the financial statement audit.

The Finance Committee meeting was adjourned at 5:58 p.m.

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Mayor Kendalyn Harris

City Recorder

1	Minutes of the								
2	BOUNTIFUL CITY COUNCIL								
3	November 8, 2022 – 6:00 p.m.								
4	1.000 model 0, $2022 = 0.00$ p.m.								
5	Offici	al notice of the City Council M	eeting was given by posting an Agenda at City Hall and on						
6			ablic Notice Website and by providing copies to the						
7	following newspapers of general circulation: Davis County Journal and Standard Examiner.								
8									
9		Work	<u>Session – 6:00 p.m.</u>						
10			Council Chambers						
11		<u>eny</u>	eounen enambers						
12	Present:	Mayor	Kendalyn Harris						
13	i iesent.	Councilmembers	Millie Segura Bahr, Jesse Bell, Richard Higginson,						
14		Counciliations	Cecilee Price-Huish						
15		City Manager	Gary Hill						
16		City Engineer	Lloyd Cheney						
17		City Attorney	Clinton Drake						
18		Planning Director	Francisco Astorga						
19		Finance Director	Tyson Beck						
20		Streets Director	Charles Benson						
20		Police Chief	Ed Biehler						
22		Recording Secretary	Maranda Hilton						
22		Recording Secretary	Waranda Tinton						
24	Max	vor Harris called the meeting to	order at 6:03 p.m. and welcomed those in attendance.						
25	Ivia	of marins cance the meeting to	order at 0.05 p.m. and wereomed those in attendance.						
26	SHORT T	ERM RENTALS FOLLOW I	JP DISCUSSION – MR. FRANCISCO ASTORGA						
27			at since the adoption of the short-term rental (STR)						
28			of four applications for STRs in Bountiful; three of which						
29	have been a	-	or rour approactions for STRS in Doundrait, thee or which						
30		11	f their main concerns regarding STRs was the issue of						
31			not provide a definition of owner-occupancy, which is						
32			being consistent with the owner occupancy requirement						
33	-	-	orth 800 East for Mr. Morataya. However, after City						
34		• •	e issue, it was concluded that LLCs and trusts are not						
35	•		ncy. So, the current code does not allow homes owned by						
36		ists to have ADUs or STRs.	ley. 50, the current code does not allow homes owned by						
37			trusts are considered separate legal entities under the law.						
38			he LLC or Trust that is the owner, not the person who may						
39		er or beneficiary.	the Elle of Trust that is the owner, not the person who may						
40		•	ey are comfortable with the code as it currently stands, not						
41		6	f they want to consider changing it.						
42	-		ne would like to allow people who put their homes in a						
43			at she feels trusts and LLCs are very different things. She						
44			e dealt with this issue for guidance. In Provo they allow						
45			the owner-occupier owns a 50% interest in the property.						
46		-	the City can find a way to allow people to have their home						
47		-	n STR, he would like to explore that.						
• /	m a trast di	a also be englote to apply for a	a sing no would like to explore that.						

1 Councilmember Higginson said he liked the language in the Provo code and felt that those 2 who created a trust "for estate planning purposes" and who live in the home would fulfill the spirit of 3 the code.

4 Mr. Drake noted a potential issue could be that anyone could create a trust and list any 5 number of beneficiaries similar to an LLC or other entity.

6 Mr. Gary Hill said he felt the Provo code specified the persons who created the trust, not the 7 listed beneficiaries, would be the qualifying owner-occupiers.

8 Councilmember Bahr said that she would like the code to be as simple as possible, stating that 9 anyone with their name on the title who lives in the home would meet the owner-occupier 10 requirement.

11 Councilmember Bell asked how many trusts exist in Bountiful right now. Mr. Drake said he 12 did not know, but there are a substantial number.

Mr. Hill read comments on behalf of Councilmember Bradshaw, who was unable to participate in the work session. Councilmember Bradshaw wrote that she feels STRs are a commercial entity and should not be prevalent in single-family neighborhoods. She is not in favor of broadening the definition to include LLCs or trusts. She also asked that the Council address property ownership, code enforcement, City staff response expectations, existing STR permits and renewal

18 policy when there is poor performance by the landlord.

Mayor Harris asked each Councilmember whether or not they wanted to pursue making changes to the current code. Councilmember Bahr said no. Councilmember Bradshaw's remarks pointed to no. Councilmember Price-Huish said yes, she feels that giving more definition about

22 ownership will help protect people, especially adding the 50% ownership language. Councilmember

23 Bell said no, there are other issues he believes need to be corrected first. Councilmember Higginson

said he would be comfortable adding the part of the Provo code that says, "a natural person who

25 possesses fifty percent (50%) ownership or more in the dwelling and said dwelling is the primary

residence of such person." He would like to focus on making the permitting process transparent andcreating a robust enforcement policy.

Mr. Drake said the only way to not have grey area is to either completely restrict or
 completely allow STRs and suggested the City should have more definitive language that meet the
 goals of the Council.

31 Councilmember Bell agreed and supported adding more definition and having more 32 conversations about it. Councilmember Bahr said she was still not in favor of revisiting it.

Councilmember Price-Huish said she would like to add both parts of Provo's code and agrees that the
 bigger problem is the processes around permitting and enforcement.

35 Mr. Hill said that staff has already begun working on the code enforcement process, but they 36 welcome any thoughts and ideas via email. He said they will draft potential changes to the code and 37 bring it back for the council review for adoption, most likely in January.

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The meeting ended at 7:00 p.m.

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4			<u>ar Meeting – 7:00 p.m.</u>
5		City	<u>y Council Chambers</u>
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7	Present:	Mayor	Kendalyn Harris
8		Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw (via
9			Zoom), Richard Higginson, Cecilee Price-Huish
10		City Manager	Gary Hill
11		City Engineer	Lloyd Cheney
12		City Attorney	Clinton Drake
13		Planning Director	Francisco Astorga
14		Finance Director	Tyson Beck
15		Streets Director	Charles Benson
16		Police Chief	Ed Biehler
10		Asst Finance Director	David Burgoyne
18		Power Superintendent	Alan Farnes
18 19		Recording Secretary	Maranda Hilton
20		Recording Secretary	
20 21			
21 22			
22	WELCOM		ANCE AND THOUGHT/PRAYER
23 24			to order at 7:04 p.m. and welcomed those in attendance. Ms.
24 25			
23 26			e and Chaplain Deborah Milan-Niler, Lakeview Hospital,
20 27	offered a p	Jayer.	
27	CONSIDI	ED ADDDOWAL OF DESOL	UTION 2022-19 ALLOWING ELECTRONIC
28 29			MBER KATE BRADSHAW – MR. CLINTON DRAKE
29 30			
30 31			a motion to approve Resolution 2022-19 and
			on. The motion passed with Councilmembers Bahr, Bell,
32	Higginson	and Price-Huish voting "aye."	
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34		5	oined the meeting via Zoom and participated in the
35	remainder	of the meeting.	
36			
37		COMMENT	
38	Th	e public comment section was	opened at 7:08 p.m.
39			
40			orth 800 East) suggested that the speed and transparency of
41			t policies could be improved. He explained some of the
42			faced as a result of the City allowing Mr. Brady Price to
43	ope	erate an illegal short-term renta	al of six months.
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1	Ms. Alison Smart (3413 South 100 West) proposed that Bountiful City allow their tennis
2	courts to be open and playable year-round, and that they provide port-a-potties if restrooms
3	must be locked.
4	Mr. Kart Delest (210 South 750 Feet) solved the Council to reasing the short terms restel
5	<u>Mr. Kort Delost (310 South 750 East)</u> asked the Council to rescind the short-term rental
6 7	ordinance that they passed last spring, making it illegal to rent a home on a per-day basis in residential neighborhoods.
8	Tesidential heighborhoods.
9	Mr. Cacey Bowen (196 North 100 East) said he disagrees with Mr. Price's short-term rental
10	being called "legal." He brought up questions about the definition of "rent" and about
11	ownership.
12	o ministrip.
13	Mr. Eric Hattabaugh (3894 Bountiful Blvd) invited the Council, Mayor and all residents of
14	the community to attend the Veteran's Day ceremony at the Veterans Park on Friday at 11:00
15	a.m.
16	
17	Ms. Bea Glover (191 North 800 East) said that she believes when a single-family home is
18	turned into a hotel, it becomes a commercial enterprise. She does not feel the Prices are
19	motivated by what is best for their community, but by money. She asked the Council to please
20	help their neighborhood restore its sense of peace.
21	
22	Mr. David Glover (191 North 800 East) suggested the City make short-term rentals illegal in
23	residential neighborhood zones. He said Provo, Kaysville, Salt Lake and Farmington do not
24	allow them in residential zones either.
25	The multiple comment section was placed at 7.22 mm
26 27	The public comment section was closed at 7:22 p.m.
27	Mayor Harris asked Mr. Astorga to share what he discovered about policies in other cities in
28 29	Utah. He answered that about one-third of the forty-eight cities he spoke with do not allow short-term
30	rentals in residential zones, and two-thirds do allow them in residential zones. Mayor Harris
31	encouraged everyone to reach out to Mr. Astorga and the Councilmembers with further questions and
32	comments and thanked everyone for coming to share their thoughts on this issue.
33	g
34	CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD OCTOBER 25,
35	2022
36	Councilmember Bell asked to make a revision to line 18-19 on page 20 of the packet, deleting
37	the words "and large cobbles exceeding six inches in diameter" and Councilmember Higginson also
38	asked to correct the location of the work session held on October 25 (it was held in the basement
39	room at City Hall, not in the Council Chambers).
40	Councilmember Bell made a motion to approve the minutes with those two corrections and
41	Councilmember Higginson seconded the motion. The motion was approved with Councilmembers
42	Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."
43	COLNCH DEPODTO
44 45	Council REPORTS
45 46	<u>Councilmember Price-Huish</u> encouraged everyone to get involved in the general plan update
46	by filling out a questionnaire online, and by submitting questions and suggestions. She also reported
	Page <b>4</b> of <b>9</b>

1 that the BDAC has a few upcoming events; The 6<sup>th</sup> Annual Gingerbread Festival, November 21<sup>st</sup> -

- December 3<sup>rd</sup>; new art exhibits starting on Friday; Winterfest Art Jubilee also starting on Friday and
   going through December 23<sup>rd</sup>; Musicfest "Winter Nocturn" concert on January 19<sup>th</sup>.
- 4 <u>Councilmember Bell</u> explained that the Christmas concert will feature Crescent Super Band 5 this year, and that ticket sales fund our summer concert series, so he encouraged everyone to go 6 purchase tickets for the concert which will be held December 3<sup>rd</sup> at 7:00 p.m. at Woods Cross High 7 School.

8 <u>Councilmember Bradshaw</u> thanked her colleagues for allowing her to participate 9 electronically this evening. She reported that the Recreation District met last night and worked 10 through the district's expenses. She shared her concerns that they are still struggling to make sure the 11 expenses balance with the revenue, so there is more work to be done.

Councilmember Higginson did not have a report.

<u>Councilmember Bahr</u> reported that the Bountiful Museum will be open on Monday nights in
 December from 5:00-7:00 p.m. and Santa will be there.

## 1516 <u>BCYC REPORT</u>

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26 27 No report was given.

## 1819 CONSIDER APPROVAL OF:

### A. <u>EXPENDITURES GREATER THAN \$1,000 PAID OCTOBER 17 & 24, 2022</u> B. SEPTEMBER 2022 FINANCIAL REPORT

Councilmember Price-Huish made a motion to approve the expenditures paid October 17 & 24, 2022 and the September Financial Report. Councilmember Higginson seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

## **UDOT PRESENTATION – MR. JUSTIN SMART & MR. KEVIN KILPATRICK**

Mr. Justin Smart and Mr. Kevin Kilpatrick from Penna Powers (Utah Department of
 Transportation – UDOT's public relations firm) presented the progress on the environmental impact
 study being done for UDOT along I-15 between Farmington and Salt Lake City.

Mr. Smart gave an overview of the process and explained that they have done a lot of listening in order to determine the needs along the corridor. They completed an extensive public outreach process and have begun drafting a "purpose and needs statement." He said they have

realized that potential solutions need to improve quality of life through better mobility, good health,

35 connected communities and a strong economy and address the needs of all users including drivers,

pedestrians, cyclists and public transit users. He said the suggested solutions will be on their website
 on Thursday and invited everyone to go and check it out. He explained that the next phase will

include open houses and public comment meetings; the meetings for this area will be held November

39 14 (virtual meeting at i15eis.udot.utah.gov, 5:00-7:00 p.m.), November 15 (Rose Park Elementary,

40 5:00-7:00 p.m.), and November 16 (South Davis Rec Center, 5:00-7:00 p.m.). The virtual meeting

41 will be recorded and made available on the website afterward. He added that because they understand

42 it can be difficult for people to attend these meetings, they are providing food, a children's activity,

43 and free transportation through UTA's on-demand service.

Councilmember Bell thanked them for their presentation and asked what the timeline looks
 like for project completion. Mr. Smart answered that after the final Environmental Impact Statement

- is released in 2024, the earliest a preferred alternative could be built is 2026, if everything goes
   perfectly.
- Mayor Harris thanked them and added her excitement about the far-reaching impacts of this
  study on quality of life in this area.

### FISCAL YEAR 2022 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) A. PRESENTATION OF THE FISCAL YEAR 2022 ACFR – MR. TYSON BECK

Mr. Tyson Beck thanked Mr. David Burgoyne and Mr. Galen Rasmussen for their help creating the Annual Comprehensive Financial Report (ACFR) for FY2022. He explained that FY2022 had a positive net position thanks in part to increases in our staple revenue sources: sales tax, property tax, operating grants and transportation tax.

Mr. Beck explained that the City tries to save money in anticipation for years they need to spend it, which requires a significant amount of cash. He said that the City trended up for a number of years, but in FY's 2020 and 2021 the City saw dips in its cash balance as big capital projects were built. He said FY2022 showed the cash balances start to come up again, which is a great sign.

Mr. Beck presented the balances of each of the City's funds. The General Fund had a net 17 18 loss of \$820k, but Mr. Beck explained that it was an "artificial loss" due to compliance with State 19 laws, requiring the City to push money into its Capital Projects Fund to stay within the 35% 20 maximum balance restriction. The Capital Projects Fund had a net income of \$6.5M, which was 21 artificially high for the reason just stated. The Redevelopment Fund had a net loss of \$4.2M, 22 which was a planned loss due to the creation of loans and grants for new developments. The Landfill Closure Fund had a net income of \$4k. The RAP Tax Fund had a net income of \$131k. 23 24 The Cemetery Perpetual Care Fund had a net income of \$70k. The Debt Service Fund saw a very 25 small net loss of \$320. The Light and Power Fund had a net loss of \$1.2M due to some of the highest power costs on record. The Water Fund had a net income of \$995k. The Landfill and 26 27 Sanitation Funds had a net loss of \$372k, mostly due to a change in the landfill closure plan 28 which will increase closing and capping costs but also increase the life expectancy of the City's 29 landfill by 20 years. The Storm Water Fund had net income of \$564k. The Golf Course had a net income of \$8k. The Recycling Fund had a net income of \$95k. The Cemetery Fund had a net 30 31 income of \$305k.

Mr. Beck next went over the results of the fund balance and reserve policy. All of the funds met and exceeded their minimum fund reserve balances except the Recycling Fund. He explained that the City has the ability to allow an exception in specific instances. In this case the Council decided against raising resident recycling fees while it waits for the market to return to normal.

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### B. <u>INDEPENDENT FINANCIAL STATEMENT AUDIT PRESENTATION FOR FY2022</u> <u>– MR. GARY KEDDINGTON</u>

Mr. Gary Keddington, of Keddington and Christensen, explained their process of auditing the City in its compliance to State and Federal accounting laws. He said that they also look at all the controls in place over money going out and money coming in, ensuring that proper authorization and controls exist over those funds.

Mr. Keddington presented the auditor's supplemental report, stating that they did not have
any findings regarding internal controls, that all financial statements were properly represented.
He showed the list of all the areas they had to test this year including budgetary compliance, fund

balances, restricted taxes and related restricted revenue, fraud risk assessment, governmental fees,
 impact fees, Utah Retirement Systems and Public Treasurers' Bond.

He said that the auditors had two findings to report. First, regarding budgets, they found that the liability insurance fund overspent its budget. Mr. Beck explained that the City tried to estimate how many claims it would receive during the year, but they ended up having a few more settlements added after the fiscal year was over, which put them over their estimate.

7 The second finding is regarding governmental fees. Mr. Keddington explained that the 8 State Compliance Audit Guide requires auditors to determine if "the revenues and expenses [are] 9 tracked for each specific service or regulatory activity for which the fees are charged." However, 10 there is no State legal requirement to account for governmental fees, nor are there any accounting 11 guidelines that require such accounting. Mr. Keddington said that although they are required to 12 report this finding, they also have no recommendations, since the City is not required to track the 13 separate expenses.

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Mr. Keddington lastly reported that the audit went very smoothly and all adjustments were done as requested.

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## 17 <u>CONSIDER ADOPTION OF ORDINANCE 2022-10 WHICH AMENDS THE LAND USE</u> 18 <u>CODE TEXT FOR LANDSCAPING – MR. FRANCISCO ASTORGA</u>

Mr. Astorga said that staff made eight changes following the recommendations from Council
 during the October 25 Council meeting, as well as clarifying the language a little bit.

Councilmember Price-Huish had two suggested edits which were accepted by the Council. On page 60, lines 378-379 she proposed they leave the grouping of live vegetation up to the discretion of the landowner. Mr. Astorga said that she was right, it was supposed to be removed from the code and he accidentally left that in when he was editing the document. Councilmember Price-Huish also

asked that clarifying language be added on page 60. She proposed adding the line "and are in addition
to the tree requirements in section 14-16-109" after the words "setback areas."

Councilmember Bell suggested they change the two-inch caliper tree requirement to be one inch caliper instead, explaining that a two-inch caliper tree is quite expensive and could be cost
 prohibitive for many residents. The Council accepted that change but asked that the amendment only

30 apply to residential developments and that commercial developments still be required to plant two-31 inch caliper trees.

Councilmember Bell also suggested they change page 56, line 203 to be "one plant per fifty
 square feet." The Council decided against this suggestion.

Councilmember Bell made a motion to adopt Ordinance 2022-10 with the changes as outlined and Councilmember Price-Huish seconded the motion. The motion was approved with

36 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

Councilmember Higginson suggested Councilmember Bahr be excused from the remainder of
 the meeting to attend to some family engagements. Councilmember Bahr thanked him and left the
 meeting at 8:53 p.m.

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# 41 <u>CONSIDER APPROVAL OF AN AGREEMENT WITH SOLAR TURBINES TO REPLACE</u> 42 <u>TWO NATURAL GAS TURBINES IN THE AMOUNT OF \$2,163,327 - MR. ALLEN</u> 43 JOHNSON

Mr. Alan Farnes, standing in for Mr. Allen Johnson, explained that the Power Department has
three gas turbines they use for power generation during peak hours. Staff has discovered that turbine
#2 has started leaking oil into the combustion chamber during shutdown, which is causing it to smoke

1 during startup. He said that they have tried some inexpensive repairs that have not been successful, so

- 2 now Solar (the manufacturer) has recommended doing an engine exchange. This would typically cost
- 3 about \$3.8M per unit, but Solar is interested in studying the City's turbines and are offering to do an
- 4 exchange for both turbine #2 and turbine #3 for just over \$2M total. This item was not budgeted for,
- 5 but staff feels it is too good of an opportunity to pass it up.
- 6 Councilmember Higginson added that the importance of these turbines is hard to overstate,
- 7 they save the City a lot of money and could easily pay for themselves after only a couple of 8 heatwaves.
- 9 Councilmember Higginson made a motion to approve the agreement with Solar Turbines and 10 Councilmember Price-Huish seconded the motion. Councilmember Price-Huish asked where the
- funding for the agreement will come from. Mr. Gary Hill answered that the money will come from
- 11 12 the Power Reserves Fund, not from taxpayer dollars. The motion was approved with
- 13 Councilmembers Bell, Bradshaw, Higginson and Price-Huish voting "aye."
- 14

#### CONSIDER APPROVAL OF THE PURCHASE OF A POLICE VEHICLE IN THE 15 16 AMOUNT OF \$34,426 – CHIEF ED BIEHLER

- Chief Ed Biehler explained that this vehicle will be a Ford Escape assigned to the Viewmont 17 18 Highschool Student Resource Officer (SRO). They obtained two bids and Performance Ford had the lower bid. He said the Police Department will sell a 2017 Ford Mustang that has 43k miles on it. 19
- 20 There are sufficient funds in the Police budget for this purchase.
- 21 Mayor Harris asked if the Mustang should be retained, since it has such low mileage. Chief 22 Biehler explained that the Mustang is just not a good vehicle for a police officer and staff 23 recommends selling it.
- 24 Councilmember Bell made a motion to approve the purchase of the police vehicle and
- 25 Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers Bell,
- 26 Bradshaw, Higginson and Price-Huish voting "aye."
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#### CONSIDER APPROVAL OF THE LOT LINE ADJUSTMENT AT 4317 SOUTH MONARCH 28 29 **DRIVE – MR. LLOYD CHENEY**

- 30 Mr. Lloyd Cheney explained that this lot line adjustment has been requested by the Murdock 31 family, who own two adjacent lots and would like to build accessory structures on the second lot. To 32 do this they must combine the lots. Staff has reviewed the request and has no issue with the adjustment to the lot line. 33
- 34 Councilmember Higginson made a motion to approve the lot line adjustment at 4317 South 35 Monarch Drive and Councilmember Bradshaw seconded the motion. The motion passed with 36 Councilmembers Bell, Bradshaw, Higginson and Price-Huish voting "aye."
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#### 38 CONSIDER APPROVAL OF THE LOT LINE ADJUSTMENT AT 153 SOUTH 300 EAST -39 **MR. LLOYD CHENEY**

- 40 Mr. Chenev explained that this lot line adjustment is for a lot in the Hayward subdivision that 41 is adjacent to a landlocked interior lot. Mr. Dupaix, the property owner, would like to combine the 42 two lots in order to build a single-family dwelling and an accessory structure there. Mr. Cheney 43 explained that staff is working through easement issues for the actual plat but see no issue with
- 44 approving the lot line adjustment with the conditions outlined in the staff report.

Councilmember Bell made a motion to approve the lot line adjustment at 153 South 300 East
 and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bell,
 Bradshaw, Higginson and Price-Huish voting "aye."

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### <u>CONSIDER APPROVAL OF THE LOT LINE ADJUSTMENT AT 4396 SOUTH HIDDEN</u> <u>HOLLOW DRIVE – MR. LLOYD CHENEY</u>

Mr. Cheney explained that Mr. Crockett owns two lots in Hidden Hollow PUD in the
Summerwood area and is requesting an amendment to the rear lot line between them. The
realignment would not affect the area of lot 704 and has no impacts on what can be built on either lot,
but any future building plans would be reviewed at the time they are submitted.

11 Councilmember Price-Huish made a motion to approve the lot line adjustment at 4396 South 12 Hidden Hollow Drive and Councilmember Higginson seconded the motion. The motion passed with 13 Councilmembers Bell, Bradshaw, Higginson and Price-Huish voting "aye."

#### 14 15 **A**

ADJOURN Councilmember Price-Huish made a motion to adjourn the meeting and Councilmember Bell seconded the motion. The motion passed with Councilmembers Bell, Bradshaw, Higginson and

- 18 Price-Huish voting "aye."
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20 The regular session was adjourned at 9:10 p.m.

Mayor Kendalyn Harris

City Recorder

## **City Council Staff Report**

Subject: Expenditures for Invoices > \$1,000 paid October 31 and November 7, 14, 21 & 28, 2022
Author: Tyson Beck, Finance Director
Department: Finance
Date: December 13, 2022



## **Background**

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.

Payments for invoices affecting only revenue or balance sheet accounts are not included. Such payments include: those to acquire additions to inventories, salaries and wages, the remittance of payroll withholdings and taxes, employee benefits, utility deposits, construction retention, customer credit balance refunds, and performance bond refunds. Credit memos or return amounts are also not included.

## <u>Analysis</u>

Unless otherwise noted and approved in advance, all expenditures are included in the current budget. Answers to questions or further research can be provided upon request.

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## Significant Impacts

None

## **Recommendation**

Council should review the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000, paid October 31 and November 7, 14, 21 & 28, 2022

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid October 31, 2022

VENDOR VENDOR NAME	DEPARTMENT	ACCOUNT	ACCOUNT DESC	AMOUNT C	HECK NO INVOICE	DESCRIPTION
13972 3XL INC.	Trails	454550 473101	Improv. Other Than Bldg-Bond \$	60,079.75	230669 00000-02	Work on North Canyon Trailhead- Bountiful City
8127 ADVANCED PAVING & CO	Streets	454410 473500	) Road Reconstruction	126,514.00	230670 3457	September Paving - Acct # BOUNT
1294 BASLER ELECTRIC CO	Light & Power	535300 448627	7 Echo Hydro Operating Costs	17,026.38	230673 2745610	Echo Control Equipment - Acct # 43834
1428 BOUNTIFUL IRRIGATION	Redevelopment Agency	737300 427000	) Utilities	1,073.47	230675 03-2176	2022 Non-Taxable Assessment
1531 C.H. SPENCER & COMPA	Water	515100 474500	) Machinery & Equipment	5,767.44	230681 401040746	Compressor - Customer ID 1253
11484 EAST PENN MANUFAC	Streets	104410 425000	) Equip Supplies & Maint	1,420.07	230697 221095144	Misc. Parts and Supplies - Customer # 570600167
7212 ENTELLUS INC	RAP Tax	838300 426100	) Special Projects	1,682.50	230698 54811	Project # 1190016 Canyon Creek Road
2164 FERGUSON ENTERPRISES	Water	515100 448400	) Dist Systm Repair & Maint	1,586.23	230699 1200728	Misc. Parts and Supplies - Customer # 48108
14124 GEOLOGIC COMPUTER	Landfill	575700 474500	) Machinery & Equipment	69,685.00	230702 11580	Compact GPS Systems, Approved by Council -ID #20229
2329 GORDON'S COPYPRINT	Legislative	104110 422000	Public Notices	1,339.00	230703 50025	70lbs Gloss Text Trifolds
14156 GREENLINE PRODUCTS	Water	515100 448000	Operating Supplies	1,197.00	230705 G4140	Grease - Acct # 8012986180
12942 HYDRO VAC EXCAVATION	Streets	104410 473400	O Concrete Repairs	35,945.50	230713 1179	Excavation Work in Oct. 2022
12942 HYDRO VAC EXCAVATION	Storm Water	494900 441250	) Storm Drain Maintenance	15,096.50	230713 1179	Excavation Work in Oct. 2022
12942 HYDRO VAC EXCAVATION	Water	515100 461300	Street Opening Expense	8,284.00	230713 1179	Excavation Work in Oct. 2022
12942 HYDRO VAC EXCAVATION	Light & Power	535300 448632	2 Distribution	2,776.00	230713 1179	Excavation Work in Oct. 2022
2564 I-D ELECTRIC INC	Water	515100 431000	) Profess & Tech Services	6,189.00	230714 112310	T & M Upper Mueller - Customer # BOUCIT
13226 INTERNATIONAL MOUNTA	Trails	454550 473101	I Improv. Other Than Bldg-Bond \$	1,207.00	230717 11405A	Remaining Balance of Deliverables Labor
2886 LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,212.18	230725 408518	Road Base - Customer # BCTY07399
13969 LAUNCH CONSTRUCTION	Legislative	454110 473100	) Improv Other Than Bldgs	387,193.30	230726 2202-5	Project Washington Park
13969 LAUNCH CONSTRUCTION	Storm Water	494900 473106	5 Storm Drain Construction	5,031.25	230726 2202-5	Project Washington Park
2932 LES SCHWAB TIRE CENT	Engineering	104450 425000	) Equip Supplies & Maint	1,555.84	230729 50200281809	Tires and Service - Cust ID 502-15098
14127 LIFT-UP CONCRETE	Parks	104510 426000	) Bldg & Grnd Suppl & Maint	2,000.00	230731 3399	Concrete Lifting for Zesiger Park
2987 M.C. GREEN & SONS IN	Storm Water	494900 473106	5 Storm Drain Construction	150,909.37	230736 4682	800 East Storm Drain Project - App #4
6330 MGB+A INC	Legislative	454110 473100	) Improv Other Than Bldgs	23,104.00	230741 2022-403	Project # 21-138 Washington Park Bountiful
9721 OVERHEAD DOOR CO OF	Landfill	575700 426000	) Bldg & Grnd Suppl & Maint	2,974.27	230745 5310542464	Door Repairs
10033 PINETOP ENGINEERING	Streets	104410 441300	) Street Signs	1,415.13	230748 4499	Project Traffic Signal Maintenance and Support
5553 PURCELL TIRE AND SER	Streets	104410 425000	) Equip Supplies & Maint	3,913.98	230752 280027687	Tires and Service - Acct # 2801867
3649 RASMUSSEN EQUIPMENT	Water	515100 448000	Operating Supplies	1,450.00	230756 10153026	Saw Blades - Account # 09503
11737 SPLASHTOP INC	Computer Maintenance	616100 429200	) Computer Software	1,919.00	230769 stb221027-1	Remote Business Access Licensing
4064 STEVE REGAN CO	Parks	104510 425000	) Equip Supplies & Maint	1,567.16	230771 1319000	Misc. Parts and Supplies - Customer # 51024
4229 TOM RANDALL DIST. CO	Golf Course	555500 425100	Special Equip Maintenance	2,419.32	230778 0351674	Fuel - Acct # 000276
4341 UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,216,059.56	230781 10262022	Sept. 2022 payment for Power Resources
4450 VERIZON WIRELESS	Police	104210 428000	) Telephone Expense	2,063.27	230783 9918842041	Account # 771440923-00001
4536 WEBER-BOX ELDER	Light & Power	535300 448628	Pineview Hydro Operating Costs	15,369.22	230786 10312022	4Q2022 Generation
7732 WINGFOOT CORP	Police	104210 426000	) Bldg & Grnd Suppl & Maint	2,295.00	230789 110087	October 2022 Janitorial Cleaning for Bountiful PD
			ΤΟΤΑ	L: 2,179,320.69		

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid November 7, 2022

VENDOR VENDOR NAME	<b>DEPARTMENT</b>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT	CHECK NO INVOICE	DESCRIPTION
1140 AMERICAN WATER WORKS	Water	515100 423000	Travel & Training	4,380.00	230794 7002052967	2023 Dues AWWA - Member # 00033047
1744 COMMERCIAL LIGHTING	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,227.84	230810 1037648	Misc. Parts and Supplies - Cust # 0019219
5281 DOMINION ENERGY UTAH	Police	104210 427000	Utilities	1,582.34	230819 11012022H	Account # 3401140000
5281 DOMINION ENERGY UTAH	Parks	104510 427000	Utilities	1,755.34	230819 11012022E	Account # 2493910000
5281 DOMINION ENERGY UTAH	Light & Power	53 213100	Accounts Payable	31,141.76	230819 11012022G	Natural Gas Account # 6056810000
2003 DUNCAN ELECTRIC SUPP	Redevelopment Agency	737300 426100	Special Projects	10,439.42	230821 191297-1	Decorative lights for Town Square
14161 EQUINOX ENGINEERING	Trails	454550 473101	Improv. Other Than Bldg-Bon	d \$ 7,450.00	230825 105.01.01	Project #UT-105-01 North Canyon Trailheads Permit
13978 KELLER AND HECKMAN	Legislative	104110 461000	Miscellaneous Expense	1,668.75	230841 10137927	Bountiful Fiber Project- Client # Cl18831.00001
2876 L.W. MILLER TRUCK &	Sanitation	585800 448000	Operating Supplies	1,151.46	230842 02P50896	Misc. Parts and Supplies - Cust # 06800
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,386.90	230843 9173	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	2,274.70	230843 9187	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	3,221.38	230843 9201	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,661.72	230843 9166	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	7,168.64	230843 9215	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	9,438.28	230843 9149	Patching - Customer # BOUN02610
8635 LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	1,500.00	230846 10312022	Oct. 2022 Legal Fees
4764 MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	1,339.21	230850 5671894	Misc. Parts and Supplies - Customer # 378866
4764 MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	2,048.53	230850 5670134	Misc. Parts and Supplies - Customer # 378866
3271 NETWIZE	Water	515100 474500	Machinery & Equipment	2,060.80	230858 22362A	Wireless Access Points - Wtr Treatment Plant
3279 NEWMAN CONSTRUCTION,	Water	515100 473110	Water Mains	369,383.00	230860 22030D 5	2022 Water Line Projects - Application # 5
5553 PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	5,520.42	230873 280028141	Tire Service - Acct # 2801867
13120 RECYCLE IT	Landfill	575700 448000	Operating Supplies	2,100.00	230877 10052	140 Mattresses Recycled for Bountiful Landfill
10586 ROCKY MOUNTAIN RECYC	Recycling	484800 431550	Recycling Processing Fees	9,055.10	230880 NP-96860	Recycling Fees
3968 SNOW, CHRISTENSEN &	Liability Insurance	636300 431000	Profess & Tech Services	15,412.20	230887 503454	Attorney 1 Deposition Fees - Jensen v Bountiful
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	39,921.27	230896 0352247	Fuel - Acct # 000275
4369 UTAH DEPT OF WORKFOR	Police	104210 413060	Unemployment Reimb	1,196.15	230901 11072022	10/22 UNEMPLOYMENT CLAIMS
4413 UTAH STATE TAX COMMI	Workers' Comp Insurance	646400 461200	State Tax On Premium	1,300.00	230905 11072022B	3RD QTR SELF INSURANCE PREMIUM PAYMENT
				TOTAL: 541,785.21		

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid November 14, 2022

VENDOR VENDOR NAME	<b>DEPARTMENT</b>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT	CHECK NO INVOICE	DESCRIPTION
1105 ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	2,650.94	230917 51100773	#5061 Repairs - Customer # 98370
1230 AUTOMATED ACCOUNTING	Light & Power	535300 431000	Profess & Tech Services	1,317.50	230921 17787	2022 Inventory for Accounting Services
1428 BOUNTIFUL IRRIGATION	Streets	104410 427000	Utilities	2,279.96	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Parks	104510 461400	Purchase Of Water	81,169.23	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Water	515100 426000	Bldg & Grnd Suppl & Maint	9,855.28	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Light & Power	535300 424002	Office & Warehouse	2,646.82	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Light & Power	535300 448639	Substation	1,834.22	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	81,559.23	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	32,646.79	230925 03-2180	2022 Non-taxable assessment
1428 BOUNTIFUL IRRIGATION	Redevelopment Agency	737300 455050	Btfl Subconservancy Fees	1,011.89	230925 03-2180	2022 Non-taxable assessment
1602 CDW GOVERNMENT, INC.	Finance	104140 429200	Computer Software	1,631.92	230927 CB00173159	Microsoft Office 365 Renewal - Cust # 6530022
1602 CDW GOVERNMENT, INC.	Police	104210 425500	Terminal Maint & Queries	9,791.51	230927 CB00173159	Microsoft Office 365 Renewal - Cust # 6530022
1602 CDW GOVERNMENT, INC.	Streets	104410 424000	Office Supplies	1,038.49	230927 CB00173159	Microsoft Office 365 Renewal - Cust # 6530022
1602 CDW GOVERNMENT, INC.	Engineering	104450 429300	Computer Hardware	1,038.49	230927 CB00173159	Microsoft Office 365 Renewal - Cust # 6530022
1602 CDW GOVERNMENT, INC.	Light & Power	535300 429300	Computer	3,263.84	230927 CB00173159	Microsoft Office 365 Renewal - Cust # 6530022
10341 CORE & MAIN LP	Water	515100 448400	Dist Systm Repair & Maint	2,993.48	230931 R858994	Copper Setter - Account # 035350
1889 DAVIS COUNTY GOVERNM	Police	104210 431600	Animal Control Services	11,722.69	230934 124723	Oct. 2022 Animal Control Services
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,474.40	230937 75901	Tree Trimming
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,669.60	230937 75902	Tree Trimming
7212 ENTELLUS INC	RAP Tax	838300 426100	Special Projects	4,022.50	230944 54944	Project # 1190016 - Canyon Creek Rd Trail Head
2350 GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,125.00	230949 23354	Fungicide for Bountiful Ridge Golf
2537 HOSE & RUBBER SUPPLY	Storm Water	494900 425000	Equip Supplies & Maint	2,464.50	230953 01726337	Misc. Parts and Supplies - Customer # B1580
14162 INSIGHT PUBLIC SECT	Information Technology	104136 429200	Computer Software	8,011.94	230955 1100997210	SQL Server License for Munis Upgrade-Acct 11064483
2627 INTERMOUNTAIN CONTRO	Water	515100 448400	Dist Systm Repair & Maint	3,590.69	230956 220/60027305	Butterfly Valves - Customer # 1460001188
13226 INTERNATIONAL MOUNTA	Trails	454550 473101	Improv. Other Than Bldg-Bond	\$ 25,995.72	230958 12311	Task 2-Design & Flagging 2023 Build Yr
6959 JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,775.00	230960 SLC11220056	November 2022 Janitorial Services - Cust # 065075
2765 JP ELECTRICAL, LC	Redevelopment Agency	737300 426100	Special Projects	5,290.00	230962 W22704	Town Square Festoon Lighting, Labor & Parts
4996 KEDDINGTON & CHRISTE	Finance	104140 431100	Legal And Auditing Fees	4,571.29	230963 4414	Final billing for audit services for yr end 6/2022
4996 KEDDINGTON & CHRISTE	Water	515100 431100	Legal And Auditing Fees	1,012.32	230963 4414	Final billing for audit services for yr end 6/2022
4996 KEDDINGTON & CHRISTE	Light & Power	535300 431100	Legal And Auditing Fees	5,058.28	230963 4414	Final billing for audit services for yr end 6/2022
4996 KEDDINGTON & CHRISTE	Redevelopment Agency	737300 431100	Legal And Auditing Fees	1,092.26	230963 4414	Final billing for audit services for yr end 6/2022
14165 MODERN OFFICE	Storm Water	494900 426000	Bldg & Grnd Suppl & Maint	1,382.40	230973 231429	Misc. Parts - Cust # STW2023020
14165 MODERN OFFICE	Landfill	575700 426000	Bldg & Grnd Suppl & Maint	1,382.40	230973 231429	Misc. Parts - Cust # STW2023020
3271 NETWIZE	Computer Maintenance	616100 429300	Computer Hardware	3,633.84	230976 23662	27" Monitors Replacement Fund
6148 PLANT, CHRISTENSEN &	Liability Insurance	636300 431000	Profess & Tech Services	1,316.00	230982 79408	Legal Fees
6148 PLANT, CHRISTENSEN &	Liability Insurance	636300 431000	Profess & Tech Services	3,202.50	230982 79409	Legal Fees
4791 POINT S TIRE & AUTO	Water	515100 425000	Equip Supplies & Maint	2,456.64	230983 0130767	Tires
5553 PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	2,520.46	230985 280029016	Tires for Sanitation Trucks - Acct # 2801867
3938 SKM INC.	Water	515100 431000	Profess & Tech Services	2,918.62	230994 24019	Project # M187 August Engineering
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	2,796.55	231004 0352812	Bulk Oil - Account # 000275
5334 WEST COAST CODE CONS	Engineering	104450 431000	Profess & Tech Services	6,745.17	231012 UT22-545-012	Inspection Services for October 2022
			Т	OTAL: 363,960.36		

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid November 21, 2022

VENDOR VENDOR NAME	<b>DEPARTMENT</b>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT	CHECK NO INVOICE	DESCRIPTION
5368 ACE DISPOSAL INCORPO	Recycling	484800 431550	0 Recycling Processing Fees	36,976.78	231016 11012022	September 2022 Recycling Fees
14167 ART AROUND THE CORNE	Legislative	454110 47316	) Improv-PublicArt-1%CapProje	ct 16,527.50	231019 45	1st payment for 25% for Art Around the Corner
1211 ASPHALT MATERIALS IN	Streets	104410 44120	) Road Matl Patch/ Class C	1,692.50	231020 217378	Patching Materials
1447 BP ENERGY COMPANY	Light & Power	53 213100	Accounts Payable	212,262.26	231027 21239722	Natural Gas - Contract # 23191
1473 BROKEN ARROW INC	Streets	104410 44110	O Special Highway Supplies	22,994.79	231029 41705	Road Salt - Customer # BOUNTIFU
4806 CHEMTECH-FORD, INC	Water	515100 43100	Profess & Tech Services	1,422.00	231039 22K0554	Lab Fees
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	2 Distribution	11,228.08	231048 75201	Tree Trimming
2510 HOLLAND EQUIPMENT CO	Streets	104410 42500	D Equip Supplies & Maint	1,039.88	231064 20858	Misc. Parts and Supplies
2727 JOHNSON, ALLEN R	Light & Power	535300 42300	) Travel & Training	3,774.05	231070 11172022	Reimbursed for Hotline School & Rooms
8137 LAKEVIEW ASPHALT PRO	Streets	104410 44120	O Road Matl Patch/ Class C	3,398.48	231073 9248	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 44120	O Road Matl Patch/ Class C	5,892.14	231073 9279	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 44120	O Road Matl Patch/ Class C	6,018.64	231073 9271	Patching - Customer # BOUN02610
8137 LAKEVIEW ASPHALT PRO	Streets	104410 44120	D Road Matl Patch/ Class C	7,091.82	231073 9230	Patching - Customer # BOUN02610
3186 MOTOROLA	Liquor Control	104218 44510	Public Safety Supplies	9,950.00	231089 8281472624	Vista WIFI Wearable - Acct # 1000743551
3458 PETERBILT OF UTAH, I	Streets	104410 42500	D Equip Supplies & Maint	1,708.49	231100 960948	Misc. Parts and Supplies - Acct # 457
13120 RECYCLE IT	Landfill	575700 448000	Operating Supplies	1,965.00	231109 10056	131 Mattress Recycling for November 2022
3875 SEMI SERVICE INC	Water	515100 42500	D Equip Supplies & Maint	4,139.30	231117 S 181380	Misc. Parts and Supplies
4051 STATE OF UTAH	Light & Power	535300 44861	1 Natural Gas	8,082.23	231122 3037	Emissions Inventory Fees - Customer ID C000000044H
4229 TOM RANDALL DIST. CO	Streets	104410 42500	D Equip Supplies & Maint	42,679.20	231130 0353041	Fuel - Account # 000275
4281 TWIN D INC.	Storm Water	494900 46240	O Contract Equipment	63,966.31	231132 23431	Municipal Flushing & Vacuuming of Various
5000 U.S. BANK CORPORATE	Executive	104130 42300	D Travel & Training	1,081.50	231133 11102022GH	Mgmt Retreat,WrkLunch-Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Executive	104130 42300	) Travel & Training	1,286.71	231133 11102022GR	GFOALunch,MgmtRetreat - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Executive		D Travel & Training	1,864.75	231133 11102022CD	OfficeSup,MgmtRetreat-Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Human Resources	104134 42300	) Travel & Training	1,111.62	231133 11102022SC	Trvl&Train,Office Supp- Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Police	104210 42300	D Travel & Training	1,158.30	231133 11102022DG	Trv&Train/Chiefs Conf-Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Police	104210 42300	D Travel & Training	1,810.46	231133 11102022EB	Hotel for a Conf/Fuel- Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Streets	104410 42500	D Equip Supplies & Maint	1,715.99	231133 11102022JE	Misc. Supplies - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Parks	104510 42300	D Travel & Training	1,005.64	231133 11102022BH	Misc.Parts&Supplies - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Light & Power	535300 42300	) Travel & Training	2,325.23	231133 11102022AJ	UAMPS Retreat,Cable - Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Light & Power	535300 46100	Miscellaneous Expense	1,434.17	231133 11102022AJ	UAMPS Retreat,Cable - Acct # 4246-0445-5571-8851
4341 UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,218,121.61	231136 11222022	Oct. 2022 payment for Power Resources
11794 UTAH WILBERT VAULT	Cemetery	595900 42600	D Bldg & Grnd Suppl & Maint	4,512.00	231138 85701	Cremation Stones - Acct # BOUCEM
4450 VERIZON WIRELESS	Light & Power	535300 44864	1 Communication Equipment	2,207.77	231140 9919458531	Account # 371517689-00001
5361 WATTS STEAM STORE UT	Landfill	575700 426000	) Bldg & Grnd Suppl & Maint	1,149.00	231145 32637	HeaterCleaning,BurnerTradeOut for Bountiful City
4535 WEBER RIVER WATER US	Light & Power	535300 44862	7 Echo Hydro Operating Costs	94,626.00	231146 12-4406	50% Safety pf Dams for Echo
				TOTAL: 1,798,220.20		

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid November 28, 2022

VENDOR VENDOR NAME	<b>DEPARTMENT</b>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT	CHECK NO INVOICE	DESCRIPTION
1596 CATE RENTAL & SALES,	Golf Course	555500 426100	Special Projects	1,380.00	231157 L92601	Misc. Parts and Supplies - Cust # 02308
1992 DOWN UNDER CONSTRUCT	Light & Power	535300 474800	CIP 10 Dist Sub NE Substation	8,094.50	231162 20299	5% hold for restoration on 1800 S form Orchard Dr
2334 GRAINGER, INC	Water	515100 426000	Bldg & Grnd Suppl & Maint	1,373.46	231168 9518749024	Heater and Parts - Acct # 809681984
5458 HANSEN, ALLEN & LUCE	Water	515100 472130	Wells	1,010.00	231169 48122	Project 374.02.200 Bountiful Calder Well Rehab
2562 HYDRO SPECIALTIES CO	Water	515100 448650	Meters	19,443.22	231173 26341	ERTS Metering
8756 IRBY ELECTRICAL DIST	Light & Power	535300 448639	Substation	1,725.00	231174 S013215698.001	3.5" Grounding Clamps - Customer # 221694
2719 JMR CONSTRUCTION INC	Streets	104410 473210	Road Recondition & Repair	18,611.05	231175 11232022	Strom Water Project - Work Completed in Oct. 2022
2719 JMR CONSTRUCTION INC	Water	515100 461300	Street Opening Expense	7,281.25	231175 11232022	Strom Water Project - Work Completed in Oct. 2022
2987 M.C. GREEN & SONS IN	Storm Water	494900 473106	Storm Drain Construction	189,957.25	231179 4744	800 East Storm Drain Project - App # 6 & 7
3271 NETWIZE	Information Technology	104136 425000	Equip Supplies & Maint	5,412.85	231183 23697	Cisco SmartNet, AnyConnect & Firepower Support Ren
3271 NETWIZE	Information Technology	104136 425000	Equip Supplies & Maint	7,948.75	231183 23717	Ruckus - Support and Maintenace
5429 PERFORMANCE FORD LIN	Police	454210 474500	Machinery & Equipment	33,200.00	231185 NGC27049F	Police Vehicle 22 Ford Explorer - Vin # NGC27049
5429 PERFORMANCE FORD LIN	Police	454210 474500	Machinery & Equipment	33,500.00	231185 NGC26706F	Police Vehicle 22 Ford Explorer - Vin # NGC26706
3832 SALT LAKE MAILING &	Treasury	104143 429050	Util Billing Supplies	50,000.00	231188 11282022	Mailing and Printing Utility Bills
4229 TOM RANDALL DIST. CO	Golf Course	555500 425100	Special Equip Maintenance	2,270.08	231191 0352811	Fuel - Acct # 000276
4273 TURF EQUIPMENT CO	Golf Course	555500 425000	Equip Supplies & Maint	1,253.84	231192 3011246-00	Turf Supplies - Customer # 2144
5322 UCS WIRELESS	Water	515100 474500	Machinery & Equipment	2,300.00	231193 80329	Solar Panel & Battery Install
4450 VERIZON WIRELESS	Water	515100 428000	Telephone Expense	1,617.34	231195 9920187981	Account # 242434136-00001
4533 WEBER BASIN WATER CO	Water	515100 461400	Purchase Of Water	122,580.00	231196 0071575	Annual Water Charges - Customer # 0090002
7732 WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,295.00	231197 110279	Janitorial Services November 2022 for Bountiful PD

TOTAL: 511,253.59

20

## **City Council Staff Report**

**Subject:** October 2022 Financial Reports **Author:** Tyson Beck, Finance Director **Department:** Finance **Date:** December 13, 2022



## <u>Background</u>

These reports include summary revenue, expense, and budget information for all City funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

## <u>Analysis</u>

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2023 through October as compared to the past three fiscal year periods through that same timeframe.

The FY2023 budget portion of these reports is the originally adopted FY2023 budget approved by the City Council in June of 2022.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## Significant Impacts

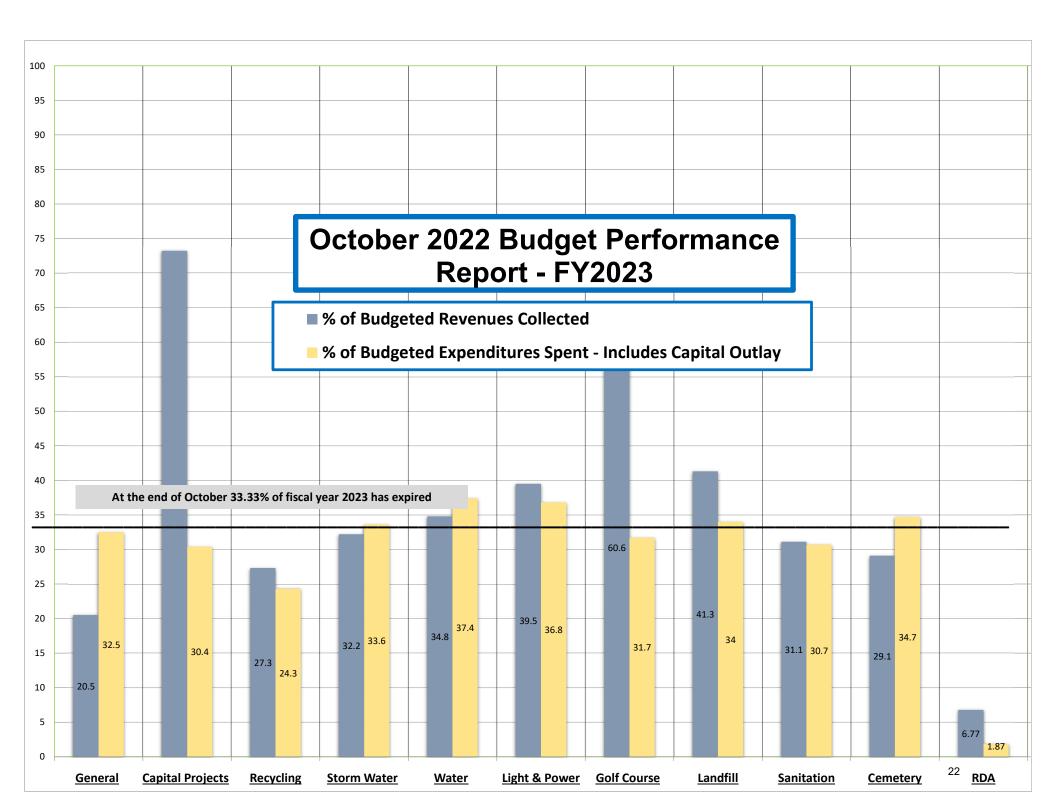
Financial information to aid in legislative and operational decision making.

## **Recommendation**

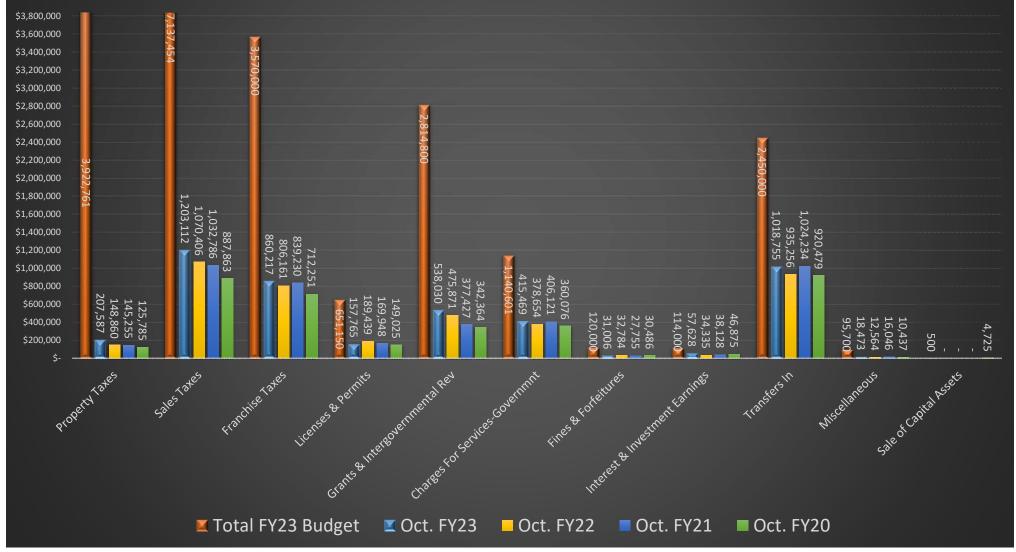
Council should review the attached revenue, expense, and budget reports.

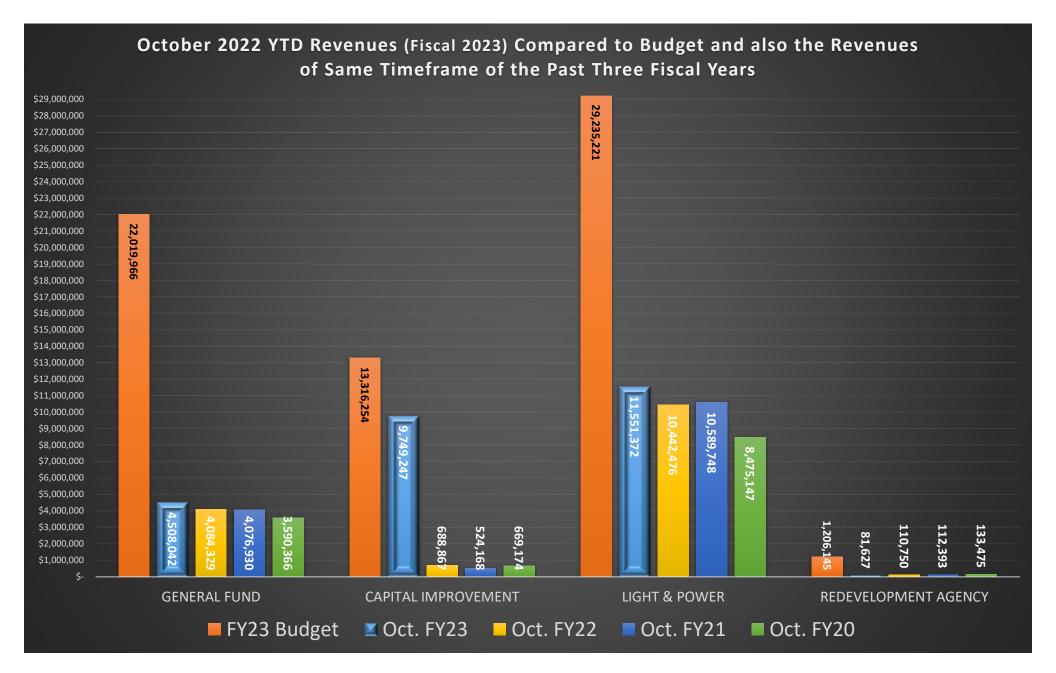
## **Attachments**

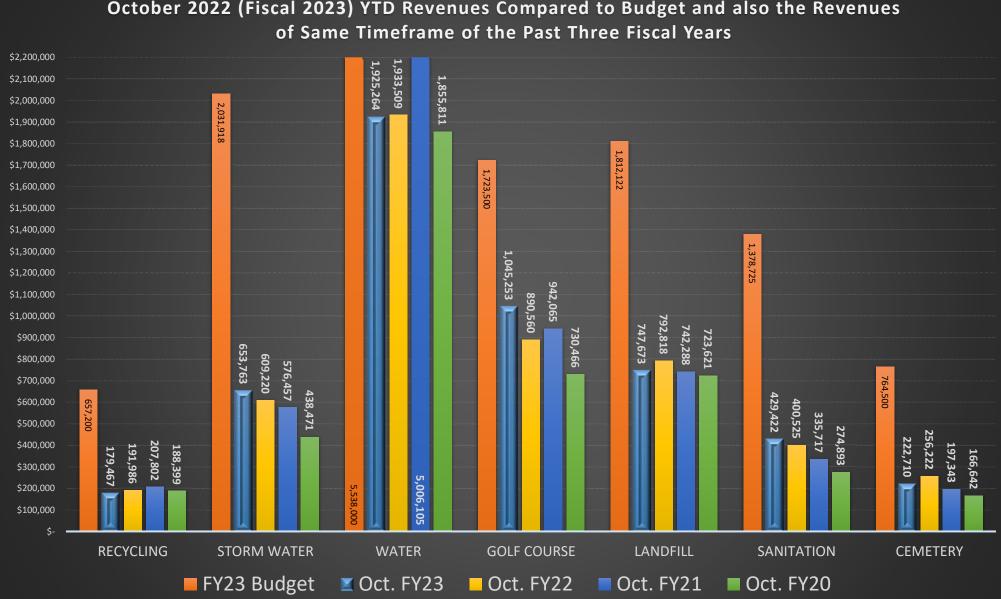
• October 2022 Revenue & Expense Reports – Fiscal 2023 YTD



## General Fund Detailed Revenues - October 2022 YTD Revenues (Fiscal Year 2023) Compared to Budget and also the Revenues of the Same Timeframe of the Past Three Fiscal Years







# October 2022 (Fiscal 2023) YTD Revenues Compared to Budget and also the Revenues



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#### Bountiful City Corporation OCTOBER 2022 - FY2023 YTD REVENUE

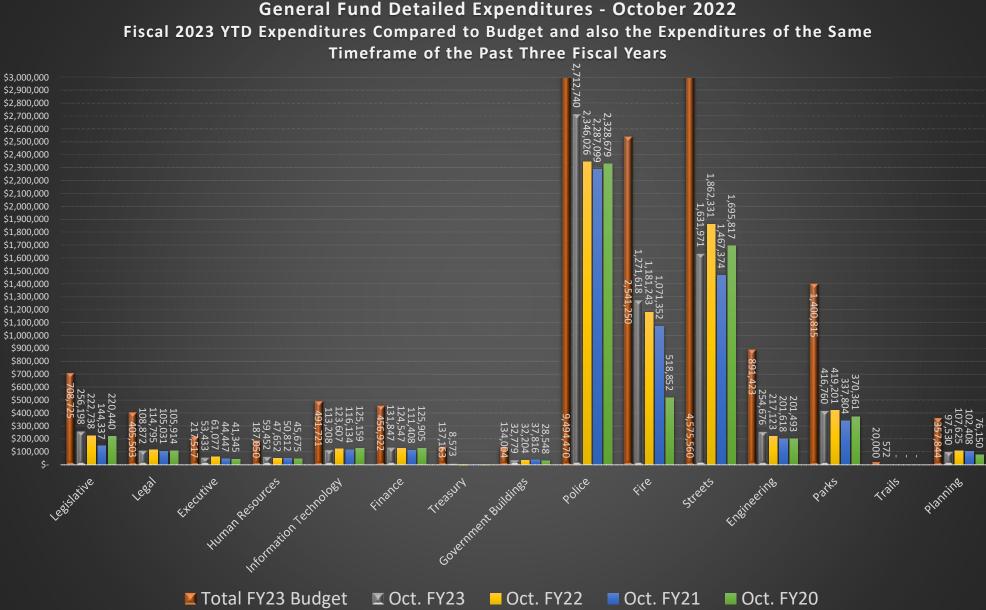
#### FOR 2023 04

JOURNAL	DETAIL	2022	1	TO	2022	6

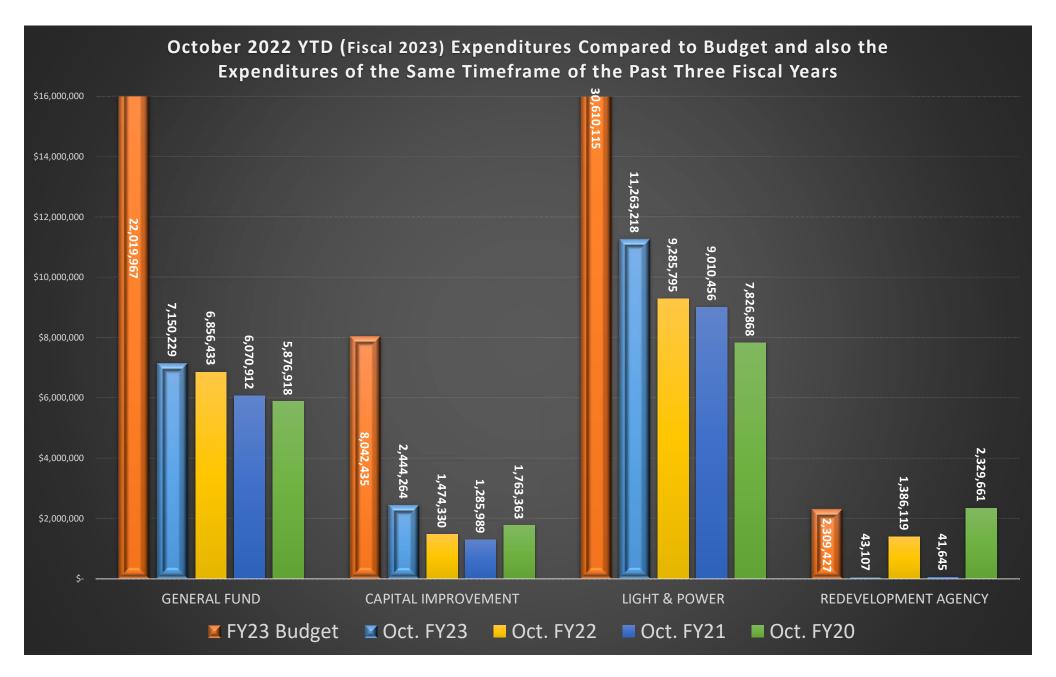
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<pre>10 GENERAL FUND 30 DEBT SERVICE 45 CAPITAL IMPROVEMENT 48 RECYCLING 49 STORM WATER 51 WATER 53 LIGHT &amp; POWER 55 GOLF COURSE 57 LANDFILL 58 SANITATION 59 CEMETERY 61 COMPUTER MAINTENANCE 63 LIABILITY INSURANCE 64 WORKERS' COMP INSURANCE 64 WORKERS' COMP INSURANCE 72 RDA REVOLVING LOAN FUND 73 REDEVELOPMENT AGENCY 74 CEMETERY PERPETUAL CARE 78 LANDFILL CLOSURE 83 RAP TAX</pre>	APPROP -22,017,466 -679,904 -13,318,754 -657,200 -2,031,918 -5,538,000 -29,235,221 -1,723,500	BUDGET -22,019,966 -679,904 -13,316,254 -657,200 -2,031,918 -5,538,000	-4,508,041.51 .00 -9,749,247.36 -179,466.68 -653,762.97 -1,925,264.30 -11,551,371.63		.00 .00 .00 .00 .00 .00	BUDGET -17,511,924.49 -679,904.00 -3,567,006.64	
92 OPEB TRUST 99 INVESTMENT	0	0	-3,044.05 1,653,002.41	-1,111.72 205,804.06	.00 .00	3,044.05 -1,653,002.41	100.0% 100.0%

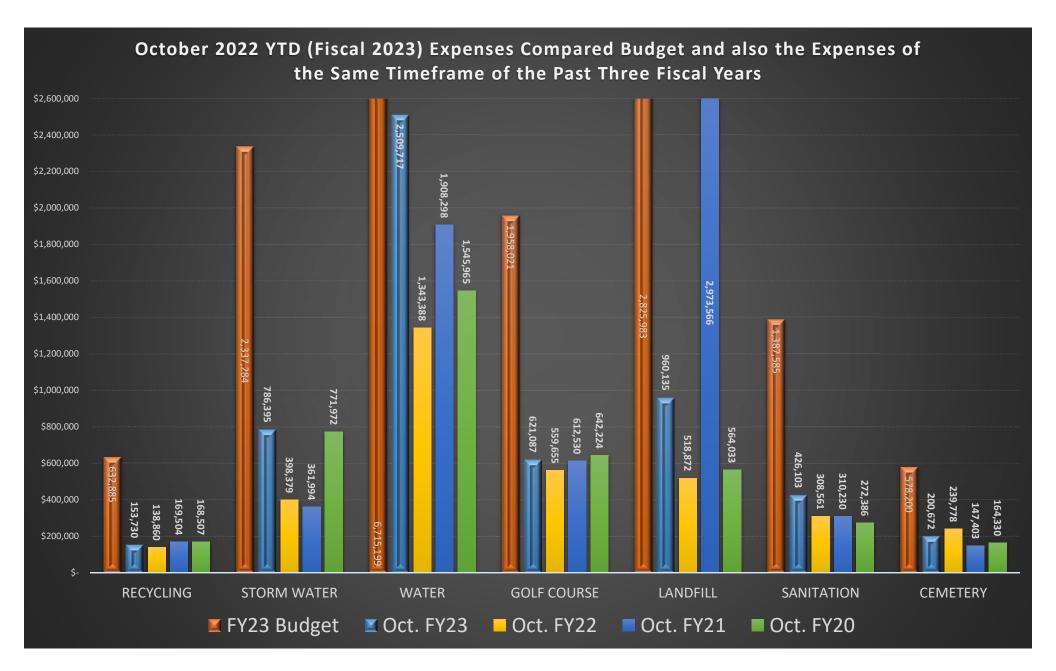
#### GRAND TOTAL -81,943,550 -81,943,550 -30,304,888.97 -5,593,466.68 .00 -51,638,661.03 37.0%

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## **General Fund Detailed Expenditures - October 2022**





					1	a tyl	unis <sup>•</sup> er erp solution
11/29/2022 17:48 tyson	Bountiful City Cor OCTOBER 2022 - FY2	poration 023 YTD EXPE	NSE				P 1 glytdbud
FOR 2023 04					JOURNAL DEI	TAIL 2022 1 TO	2022 6
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
<pre>4110 Legislative 4120 Legal 4130 Executive 4134 Human Resources 4136 Information Technology 4140 Finance 4143 Treasury 4160 Government Buildings 4210 Police 4215 Reserve Officers 4216 Crossing Guards 4217 School Resource Officer 4218 Liquor Control 4219 PSAP - E911 4220 Fire 4410 Streets 4450 Engineering 4510 Parks 4550 Trails 4610 Planning</pre>	$\begin{array}{c} 708,725\\ 405,503\\ 217,517\\ 187,050\\ 491,721\\ 456,922\\ 137,163\\ 134,004\\ 7,330,272\\ 10,000\\ 155,710\\ 442,899\\ 42,000\\ 1,513,589\\ 2,541,250\\ 4,575,560\\ 891,423\\ 1,400,815\\ 20,000\\ 357,844 \end{array}$	708,725 405,503 217,517 187,050 491,721 456,922 137,163 134,004 7,330,272 10,000 155,710 442,899 42,000 1,513,589 2,541,250 4,575,560 891,423 1,400,815 20,000 357,844	$\begin{array}{c} 256, 198.36\\ 108, 872.24\\ 53, 432.71\\ 59, 451.71\\ 113, 207.83\\ 131, 847.00\\ 8, 573.15\\ 32, 779.44\\ 2, 174, 764.55\\ 00\\ 29, 552.24\\ 88, 988.20\\ 6, 872.17\\ 412, 562.70\\ 1, 271, 618.00\\ 1, 271, 618.00\\ 1, 631, 971.25\\ 254, 675.71\\ 416, 759.79\\ 572.22\\ 97, 529.85\end{array}$	63,062.90 27,170.59 14,114.48 11,402.19 31,333.62 35,583.75 -4,335.35 9,181.16 562,072.36 33,538.42 1,672.18 99,220.29 .00 295,279.89 71,260.70 74,646.55 572.22 28,204.05	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	$\begin{array}{r} 452,526.64\\ 296,630.76\\ 164,084.29\\ 127,598.29\\ 378,513.17\\ 325,075.00\\ 128,589.85\\ 101,224.56\\ 5,155,507.45\\ 10,000.00\\ 126,157.76\\ 353,910.80\\ 35,127.83\\ 1,101,026.30\\ 1,269,632.00\\ 2,943,588.75\\ 636,747.29\\ 984,055.21\\ 19,427.78\\ 260,314.15\\ \end{array}$	36.18 264.88 31.809 286.35 29.100 19.148 29.200 19.148 20
TOTAL GENERAL FUND	22,019,967	22,019,967	7,150,229.12	1,367,855.68	.00	14,869,737.88	32.5%
30 DEBT SERVICE							
4710 Debt Sevice	787,629	787,629	21,019.60	.00	.00	766,609.40	2.7%
TOTAL DEBT SERVICE	787,629	787,629	21,019.60	.00	.00	766,609.40	2.7%
45 CAPITAL IMPROVEMENT							
4110 Legislative 4140 Finance 4160 Government Buildings 4210 Police 4410 Streets	3,317,800 19,000 10,500 877,635 2,992,500	3,317,800 19,000 10,500 877,635 2,992,500	1,865,830.74 8,397.82 8,700.00 .00 350,513.89	941,509.33 2,121.46 .00 126,689.00	.00 .00 .00 .00 .00	877,635.00	56.2% 44.2% 82.9% .0% 11.7%



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#### Bountiful City Corporation OCTOBER 2022 - FY2023 YTD EXPENSE



FOR 2023 04					JOURNAL DETAIL 2022 1 TO 2022 6		
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4510 Parks 4550 Trails	95,000 730,000	95,000 730,000	64,132.00 146,689.66	.00 61,776.75	.00	30,868.00 583,310.34	67.5% 20.1%
TOTAL CAPITAL IMPROVEMENT	8,042,435	8,042,435	2,444,264.11	1,132,096.54	.00	5,598,170.89	30.4%
48 RECYCLING							
4800 Recycling	632,885	632,885	153,730.24	52,105.64	.00	479,154.76	24.3%
TOTAL RECYCLING	632,885	632,885	153,730.24	52,105.64	.00	479,154.76	24.3%
49 STORM WATER							
4900 Storm Water	2,337,284	2,337,284	786,394.73	307,113.48	.00	1,550,889.27	33.6%
TOTAL STORM WATER	2,337,284	2,337,284	786,394.73	307,113.48	.00	1,550,889.27	33.6%
51 WATER							
5100 Water	6,715,199	6,715,199	2,509,716.97	516,985.84	.00	4,205,482.03	37.4%
TOTAL WATER	6,715,199	6,715,199	2,509,716.97	516,985.84	.00	4,205,482.03	37.4%
53 LIGHT & POWER							
5300 Light & Power	30,610,115	30,610,115	11,263,217.68	2,550,484.66	.00	19,346,897.32	36.8%
TOTAL LIGHT & POWER	30,610,115	30,610,115	11,263,217.68	2,550,484.66	.00	19,346,897.32	36.8%
55 GOLF COURSE							
5500 Golf Course	1,958,021	1,958,021	621,086.78	172,878.75	.00	1,336,934.22	31.7%
TOTAL GOLF COURSE	1,958,021	1,958,021	621,086.78	172,878.75	.00	1,336,934.22	31.7%

57 LANDFILL



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#### Bountiful City Corporation OCTOBER 2022 - FY2023 YTD EXPENSE



FOR	2023 04					JOURNAL DETAIL 2022 1 TO 2022 6		
57	LANDFILL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5700	Landfill	2,825,983	2,825,983	960,134.69	242,056.86	.00	1,865,848.31	34.08
1	TOTAL LANDFILL	2,825,983	2,825,983	960,134.69	242,056.86	.00	1,865,848.31	34.08
58 SA	NITATION							
5800	Sanitation	1,387,585	1,387,585	426,103.01	88,551.31	.00	961,481.99	30.7%
1	TOTAL SANITATION	1,387,585	1,387,585	426,103.01	88,551.31	.00	961,481.99	30.7%
59 CE	METERY							
5900	Cemetery	578,200	578,200	200,671.56	44,074.96	.00	377,528.44	34.78
I	TOTAL CEMETERY	578,200	578,200	200,671.56	44,074.96	.00	377,528.44	34.7%
61 CO	MPUTER MAINTENANCE							
6100	Computer Maintenance	97,799	97,799	3,435.42	2,994.47	.00	94,363.58	3.5%
1	TOTAL COMPUTER MAINTENANCE	97,799	97,799	3,435.42	2,994.47	.00	94,363.58	3.5%
63 LI.	ABILITY INSURANCE							
6300	Liability Insurance	696,701	696,701	641,512.61	15,210.54	.00	55,188.39	92.1%
1	TOTAL LIABILITY INSURANCE	696,701	696,701	641,512.61	15,210.54	.00	55,188.39	92.1%
64 WO	RKERS' COMP INSURANCE							
6400	Workers' Comp Insurance	325,110	325,110	157,155.79	16,236.74	.00	167,954.21	48.3%
1	TOTAL WORKERS' COMP INSURANCE	325,110	325,110	157,155.79	16,236.74	.00	167,954.21	48.3%
70								

72 RDA REVOLVING LOAN FUND



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#### Bountiful City Corporation OCTOBER 2022 - FY2023 YTD EXPENSE



FOR	2023 04					JOURNAL DEI	AIL 2022 1 TO	2022 6
72	RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	RDA Revolving Loans	502,000	502,000	879.56	212.31	.00	501,120.44	.2%
	TOTAL RDA REVOLVING LOAN FUND	502,000	502,000	879.56	212.31	.00	501,120.44	.2%
73 RE	DEVELOPMENT AGENCY							
7300	Redevelopment Agency	1,807,427	1,807,427	42,227.54	12,280.99	.00	1,765,199.46	2.3%
	TOTAL REDEVELOPMENT AGENCY	1,807,427	1,807,427	42,227.54	12,280.99	.00	1,765,199.46	2.3%
74 CE	METERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	1,740	1,740	608.74	166.06	.00	1,131.26	35.0%
	TOTAL CEMETERY PERPETUAL CARE	1,740	1,740	608.74	166.06	.00	1,131.26	35.0%
83 RA	P TAX							
8300	RAP Tax	1,303,739	1,303,739	53,115.35	1,965.78	.00	1,250,623.65	4.1%
	TOTAL RAP TAX	1,303,739	1,303,739	53,115.35	1,965.78	.00	1,250,623.65	4.1%
92 OP	EB TRUST							
9200	OPEB Trust	0	0	2,650.29	237.79	.00	-2,650.29	100.0%
	TOTAL OPEB TRUST	0	0	2,650.29	237.79	.00	-2,650.29	100.0%
	GRAND TOTAL	82,629,819	82,629,819	27,438,153.79	6,523,508.40	.00	55,191,665.21	33.2%
		** END OF		nerated by Type	n Doalt **			

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## **City Council Staff Report**

Subject:Bountiful Community Service Council<br/>AppointmentAuthor:Gary Hill, City ManagerDate:13 December 2022



### **Background**

Bountiful City Code §3-4-101 establishes The Bountiful Community Service Council (BCSC) and indicates the Council "shall be composed of no less than five (5) and no more than thirteen (13) members, all of whom shall be appointed by the Mayor with the approval of the City Council. The members of the Bountiful Community Service Council shall be residents of the City who shall be selected without regard to political and/or religious considerations." The Community Service Council has proven to be a very active group of Bountiful residents who bring to the community summer concerts in the park, a Christmas concert, a bi-annual emergency preparedness fair, CERT training, interfaith relations, food pantry volunteers and other community educational and welfare opportunities.

### <u>Analysis</u>

As stipulated in the City Code, one member of the BCSC is to be a member of the Bountiful City Council. Councilman Jesse Bell is currently fulfilling that role. Mayor Harris would also like to appoint Jamie Dester, a Bountiful resident, to serve a four-year term expiring on December 31, 2026.

### **Department Review**

The review was completed by the City Manager.

## **Significant Impacts**

None

## **Recommendation**

Mayor Harris recommends the Council approve the appointment of Jamie Dester to serve on the Bountiful Community Service Council.

## **Attachments**

None

# **City Council Staff Report**



Subject: Public Notice of City Council's Meeting ScheduleAuthor: Gary Hill, City ManagerDate:13 December 2022

#### **Background**

Under Utah Code Section 52-4-202 (2) of the Utah Code (in the Open & Public Meetings Act), the City Council "shall give public notice at least once each year of its annual meeting schedule," and "shall specify the date, time, and place of the scheduled meetings."

#### <u>Analysis</u>

The City Council can meet when it wants to. In the 1980s and 1990s it met every Wednesday. For the last 20 years or so it has met on the second and fourth Tuesdays, which can be changed at the Council's discretion.

The Public Notice given here announces that Bountiful City Council meetings "shall take place the second and fourth Tuesdays of each month." However, it notes that there will be no meeting on Tuesday, December 26.

#### **Department Review**

This Public Notice has been reviewed by the City Manager and the City Attorney.

#### Significant Impacts

There are no significant impacts from this action.

#### **Recommendation**

It is recommended that the City Council approve the 2023 Meeting Schedule to meet on the second and fourth Tuesdays of each month, with the exception of Tuesday, December 26.

#### **Attachments**

The Public Notice of Bountiful City Council Meetings in 2023.

# PUBLIC NOTICE

Pursuant to UCA 52-4-202(2), the City of Bountiful hereby gives public notice of its annual meeting schedule for 2023. Regular meetings of the City Council shall take place the second and fourth Tuesdays of each month, unless otherwise advertised. City Council meetings shall be held at the Bountiful City Hall, unless otherwise advertised. The meetings will begin promptly at 7:00 p.m.

Some meetings will have a work session that will proceed the regular meeting. The work session is also open to the public.

The City Council may meet as a Redevelopment Agency Board of Directors. These meetings shall take place in the City Council Chambers at City Hall, and shall begin after City Council meeting as needed, unless otherwise advertised.

The Council will not meet on Tuesday, December 26, 2023.

All meetings of the City Council shall be open to the public, and the public is invited to attend the meetings of the City Council and the Redevelopment Agency, except where the City Council or Redevelopment Agency Board meet in Closed Session upon proper public notice and for the purposes outlined in UCA 52-4-205.

In addition to the above scheduled regular meetings, the City Council may, from time to time, meet in special session as needed, and such meetings will be advertised by legal notice to the public in accordance with UCA 52-4-202.

Dated this 13<sup>th</sup> day of December, 2022.

Gary R. Hill City Manager

# **City Council Staff Report**

Subject:	Architectural and Site Plan Review at 32 West 400 South
Author:	Amber Corbridge, Senior Planner
Department:	Planning
Date:	December 13, 2022



#### **Background**

Bob Murri, with City Creek Construction, is requesting both 1) Conditional Use Permit (CUP) and 2) Site Plan Approval to develop eight (8) multi-family townhouse units in the Downtown Zone. This project would be a separate parcel adjacent to the newly remodeled commercial building, known as the old Deseret First Credit Union. The project consists of two separate buildings. One building will include two (2) townhome units and the other six (6) townhomes units. The two-unit building is proposed to face 400 S and will accommodate a future commercial use. The materials and colors used for the new project will complement the style of the new adjacent office building (see rendering below), using brick, metal panel siding, synthetic wood paneling, and stucco.

The proposed townhomes consist of three (3) stories. The main level for each unit will accommodate two (2) tandem parked cars in an attached garage. The second and third level will include a living room, dining room, kitchen, two and a half (2 ½) bathrooms, two (2) bedrooms, and more. The total building height will be thirty-four feet six inches (34'-6"), where the maximum building height allowed is fifty-five feet (55').

The total lot area is 12,945.422 square feet, at 77.90 ft. wide and 166.18 ft. long. The total proposed landscaped area is 3,911 sf. or thirty (30) percent of the property, where a minimum of ten (10) percent is allowed. Three (3) parking spaces are provided for each unit. The attached letter states the owners of the property have entered into a parking agreement between the three (3) parcels at the corner of Main Street and 400 S.

During the December 6, 2022, Planning Commission meeting the Commission reviewed the application and forwarded a positive recommendation with the staff conditions noted below to the City Council with a unanimous vote (5-0).



Analysis

#### **Conditional Use Standards**

A multi-family residential use not facing Main Street is a conditional use in the downtown zone. The Planning Commission must consider how the proposed use 1) relates to the surrounding uses, 2) impacts the existing surrounding developments, and 3) appropriate buffering of uses and buildings, proper parking and traffic circulation, and the use of building materials and landscaping, which are in harmony with the area (see Code 14-2-506.C).

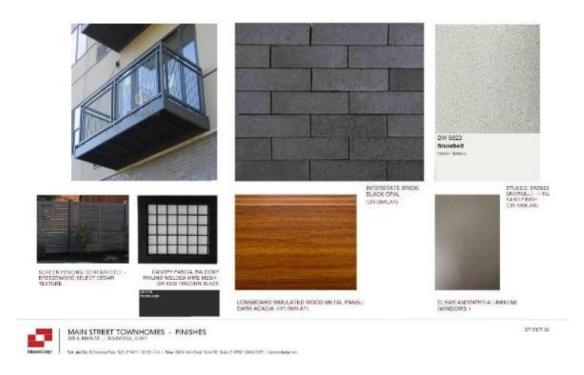
This multi-family townhouse project will support the surrounding uses and act as a buffer between the single-family properties to the west and the commercial businesses to the east. The proposed two car garages for each unit will minimize parking impacts to the neighborhood, when utilized. Staff recommends a condition to restrict the garage use to only vehicles, as there are concerns with using the garages for living/storage space. Exterior lighting plans are being reviewed for mitigation compliance, which includes fully shielded light fixture design, and placement. Staff recommends this item be a condition of approval, as the exterior lighting plans are still in review. The proposed exterior building materials are similar to and complement the adjacent building, as shown below. Staff finds with the conditions of approval the proposed use meets the Conditional Use Permit requirements.

Adjacent Existing Building:





#### Proposed Building Materials:



#### Code Compliance

The Site Plan is currently in review by development review staff, where setbacks, height, landscaping, parking, and other development standards are reviewed for compliance. The plans meet the site development standards. The following items include notable planning review comments and/or conditions:

#### **Parking and Access**

Regarding access and parking, the applicant submitted a shared parking agreement between the three (3) separate parcels (see attached). To ensure the parcels legally share parking and access the Applicant will need to record the shared parking agreement, including cross access, at the County and provide a copy of the recorded agreement to the City.

#### Landscaping and Fencing

The outdoor lighting plans will need to meet the code (14-16-111.H) for properly shielded light fixtures.

#### Engineering, Building, Power, and Fire Comments

All staff redlines and review comments are noted in the attached plans and will need to be satisfied as a condition of approval. The applicant shall enter into a development agreement.

#### **Design Standards**

Design standards and regulations apply to multi-family development where architecture, site design, and parking are further reviewed. The proposal meets the design standards regarding landscaping, architectural elements, building materials, pedestrian circulation, and screening. The lighting plans are still in review and will need to comply with the design standards, as mentioned previously.

#### **Department Review**

This staff report was written by the Senior Planner and reviewed by the Planning Director, City Attorney, and City Manager.

#### Significant Impacts

The development would be in an area with existing urban infrastructure levels. Impacts from the development of this property have been anticipated in the design of the existing storm water, sewer, and water transportation systems. The conditions of approval are designed to mitigate other impacts anticipated by the development.

#### **Recommendations**

Staff recommends that the City Council approve the proposed Architectural and Site Plan Review with the following conditions of approval:

- a. Submit a city-approved recorded copy of the shared cross access, parking, and dumpster agreement between the three (3) adjacent parcels (030320057, 030320055, and 030320056).
- b. The garages shall be used for parking, and not living/storage space.
- c. Satisfy and meet all department review comments.
- d. Sign a Development Agreement.

Note: Final approval and building permits will be granted when all conditions are met and satisfied.

#### **Attachments**

- 1. Aerial photo
- 2. Parking Agreement
- 3. Latest Plan Set (Site, Civil, Elevations, Electrical, and Landscape)

### <u>Aerial Photo</u>







August 24, 2022

Francisco Astorga Director, Planning + Economic Development Bountiful City 795 South Main Street Bountiful City, Utah 84010

RE: Shared Parking Agreement at 390 S. Main Street

Francisco:

As owners of the property located at 390 S. Main Street, Bountiful, Utah 84010 representing 390 Main, LLC and B & P Properties, LLC, we send this letter to Bountiful City regarding a shared parking agreement. There are three parcels on this site. We agree and this letter certifies of our commitment to a shared parking agreement on this property. If you have any questions, please contact Steve Beyer at 801-205-7464.

Sincerely

Robert L. Murri, Managing Member B & P Properties, LLC

Stephen R Beyer, Managing Member 390 Main, LLC



AUG 2 4 2022 BOUNTIFUL CITY PLANNING DEPT.

# **DESIGN CRITERIA:**

#### PROJECT ADDRESS 30 WEST 400 SOUTH BOUNTIFUL UTAH

LOT: SIZE: 0.2971 ACRES = 12,945 SQ.FT (10,000 SF MIN REQUIRED) FRONTAGE: 77.90' (50' REQUIRED)

#### CODE ANALYSIS 2018 INTERNATIONAL RESIDENTIAL CODE

TOWNHOUSE PROJECT: EACH UNIT SEPARATED BY 2-HOUR WALL ASSEMBLY PER R302.2 GARAGE SHEETED WITH <sup>5</sup>/<sub>8</sub>" GYPSUM GARAGE ACCESS DOOR 20 MIN RATED

STRUCTURAL DESIGN CRITERIA: SNOW: USE USU SNOW STUDY WIND: 155 MPH VULT 120 MPH VASD EXPOSURE: B SEISMIC: ZONE D2

CHAPTER THREE (3): BUILDING PLANNING TOWNHOUSE: R302.2 FIRE SEPARATION BETWEEN TOWNHOUSES: PER R302.2 (DOUBLE WALL) - (2-HR RATED IN ACCORDANCE W/ASTM E 119 OR UL 263) ROOF: NO PENETRATIONS WITH IN 4' OF RATED WALL (UNLESS 30" PARAPET INSTALLED)

BUILDING HEIGHT AND AREA AREA: 5,600 SF (110' X 110' = 12,100SQ.FT. ALLOWABLE) HEIGHT: 36'-6' (55' ALLOWABLE)

SQUARE FOOTAGE PER UNIT:

LEVEL 1: CAR GARAGE 575 SQ. FT. ENTRY 125 SQ.FT. TOTAL LEVEL 1 700 SQ. FT.

LEVEL 2: 700 SQ. FT. LIVING TOTAL LEVEL 2 700 SQ. FT.

LIVING / BED 700 SQ. FT. TOTAL LEVEL 3 700 SQ. FT.

LEVEL 3:

GRAND TOTAL USABLE 1,525 SQ. FT. CAR GARAGE 575 SQ. FT. GRAND TOTAL 2,100 SQ. FT.

BUILDING COVERAGE:

ZONING DOWNTOWN (DN) ZONING

MAXIMUM BUILDING HEIGHT: DN - DOWNTOWN ZONE: 14-7-107 STRUCTURE HEIGHT: 55'-0'

MINIMUM YARD REQUIREMENTS:

SEE SHEET AS-101

FRONT YARD SET BACK: 10'-0"

INTERIOR SIDE YARD:

REAR YARD 10'-0"

10'-0"

CIVIL:

LANDSCAPE:

AS101 .

A103

A104

A201

# DRAWING INDEX: GENERAL: G100 ..... SITE PLAN / DRAWING INDEX

SURVEY ..... SHEET 1 OF 1 COO1 ..... COVER AND LEGEND C101 ..... DEMOLITION PLAN C102 ..... SITE & DIMENSION PLAN C201 ..... GRADING PLAN C301 ..... STORM DRAIN & UTILITY PLAN C501 ..... DETAILS C502 ..... DETAILS C503 ..... DETAILS

L101 ..... LANDSCAPE PLAN L201 ..... DETAILS

ARCHITECTURAL: AS100 .....ARCHITECTURAL SITE PLAN ARCHITECTURAL DUMPSTER DETAILS A101 ..... LEVEL 1 & 2 FLOOR PLANS A102 ..... LEVEL 3 & ROOF PLANS ..... UNIT "A" ENLARGED PLAN ..... UNIT "B-H" ENLARGED PLAN ..... EXTERIOR ELEVATIONS A202 ..... EXTERIOR ELEVATIONS A203 ..... BUILDING SECTIONS A204 ..... SECTIONS & DETAILS (FUTURE PKG)

STRUCTURAL (FUTURE PACKAGE):

S101 ..... . FOOTING AND FOUNDATION PLAN MAIN LEVEL FRAMING PLAN S102 ..... ..... UPPER LEVEL FRAMING PLAN S103 . S104 ..... ROOF FRAMING PLAN

ELECTRICAL (FUTURE PACKAGE):

S105 ..... STRUCTURAL DETAILS

E101 ..... LOWER LEVEL POWER / LIGHTING PLAN E102 ...... MAIN LEVEL POWER / LIGHTING PLAN E103 ..... UPPER LEVEL POWER / LIGHTING PLAN

•Buildings undergoing c IFC.
700 SFLEVEL 700 SFLEVEL 1,525 SF (TOTAL LIVING) 575 SFLEVEL 100 SF (GRAND TOTAL) BUILDINGS UNDER C •Buildings undergoing c IFC.
BUILDINGS UNDER C •Buildings undergoing c IFC. •Fire Department Access
•Buildings undergoing c IFC.
•Buildings undergoing c IFC.
IFC.
•Fire Department Access
road is required to be ma all-weather access is not until the required roads a
•Water Supplies for Fire protection are required t the fire protection water to stop work until the re- back in service.
•Water supplies for fire prevent obstruction by p

FOOTAGE:

A-H":

EL 1 ENTRY (FINISHED) EL 2 LIVING (FINISHED) EL 3 BEDROOM (FINISHED) L 1 GARAGE (FINISHED)

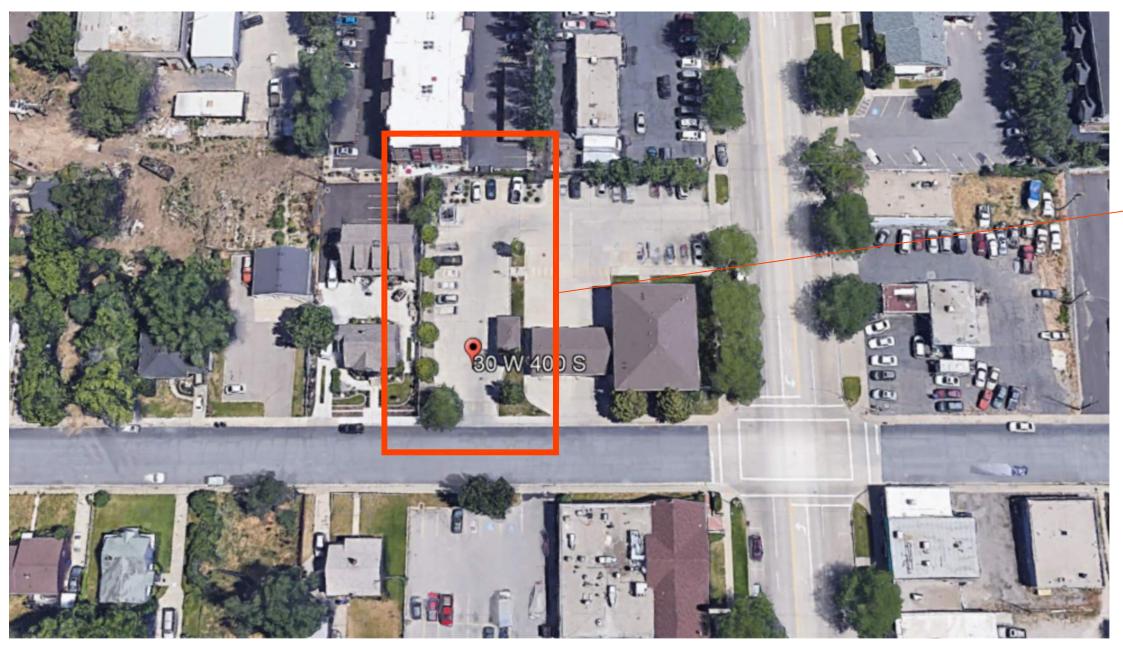
# CONSTRUCTION

construction must comply with Chapter 33 of the

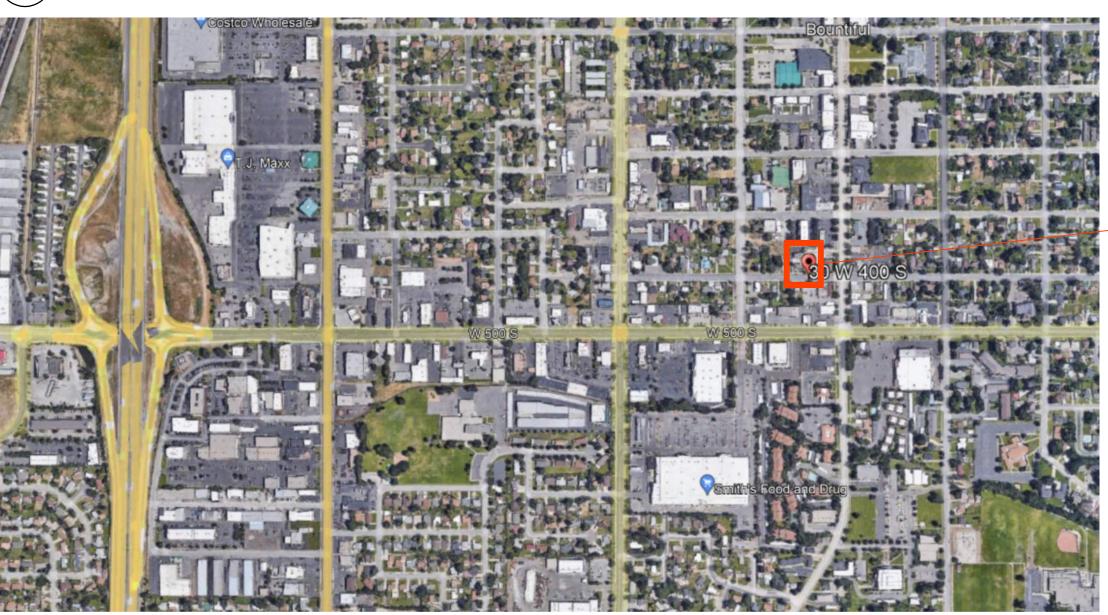
ss Roads: An all-weather fire department access naintained at all times during construction. If the ot maintained, SDMF reserves the right to stop work s are placed back in service.

re Protection: Water supplies required for fire I to be maintained at all times during construction. If er supply is not maintained, SDMF reserves the right equired water supply for fire protection is placed

e protection must be clearly identified in a manner to parking and/or other obstructions.



ENLARGED VICINITY MAP 3



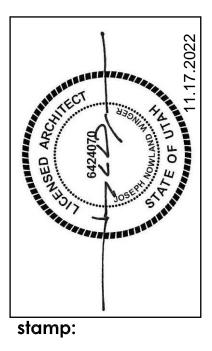
VICINITY MAP 2

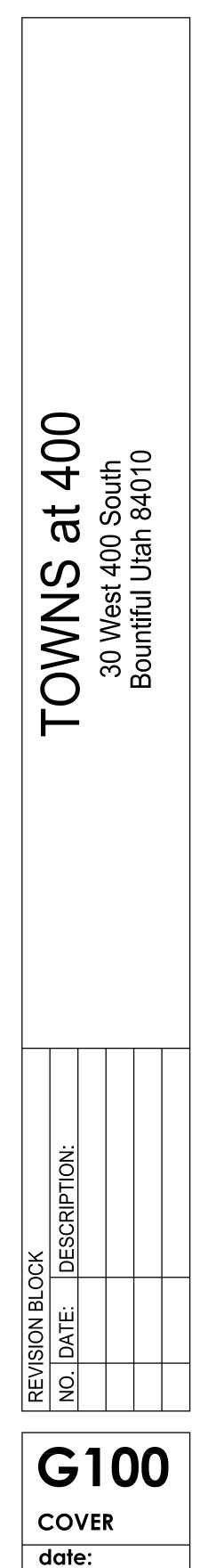


PERSPECTIVE

SITE

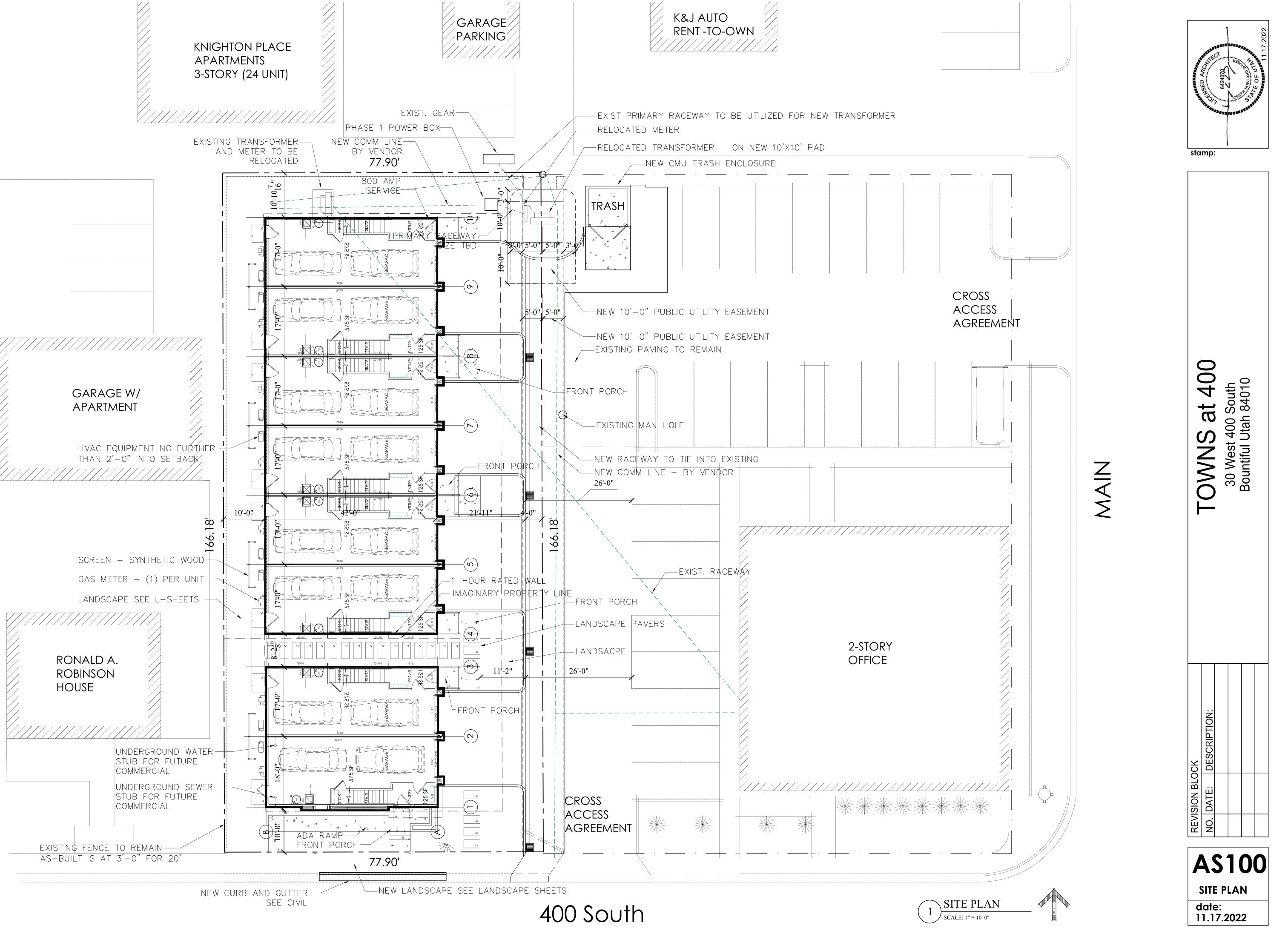
- SITE

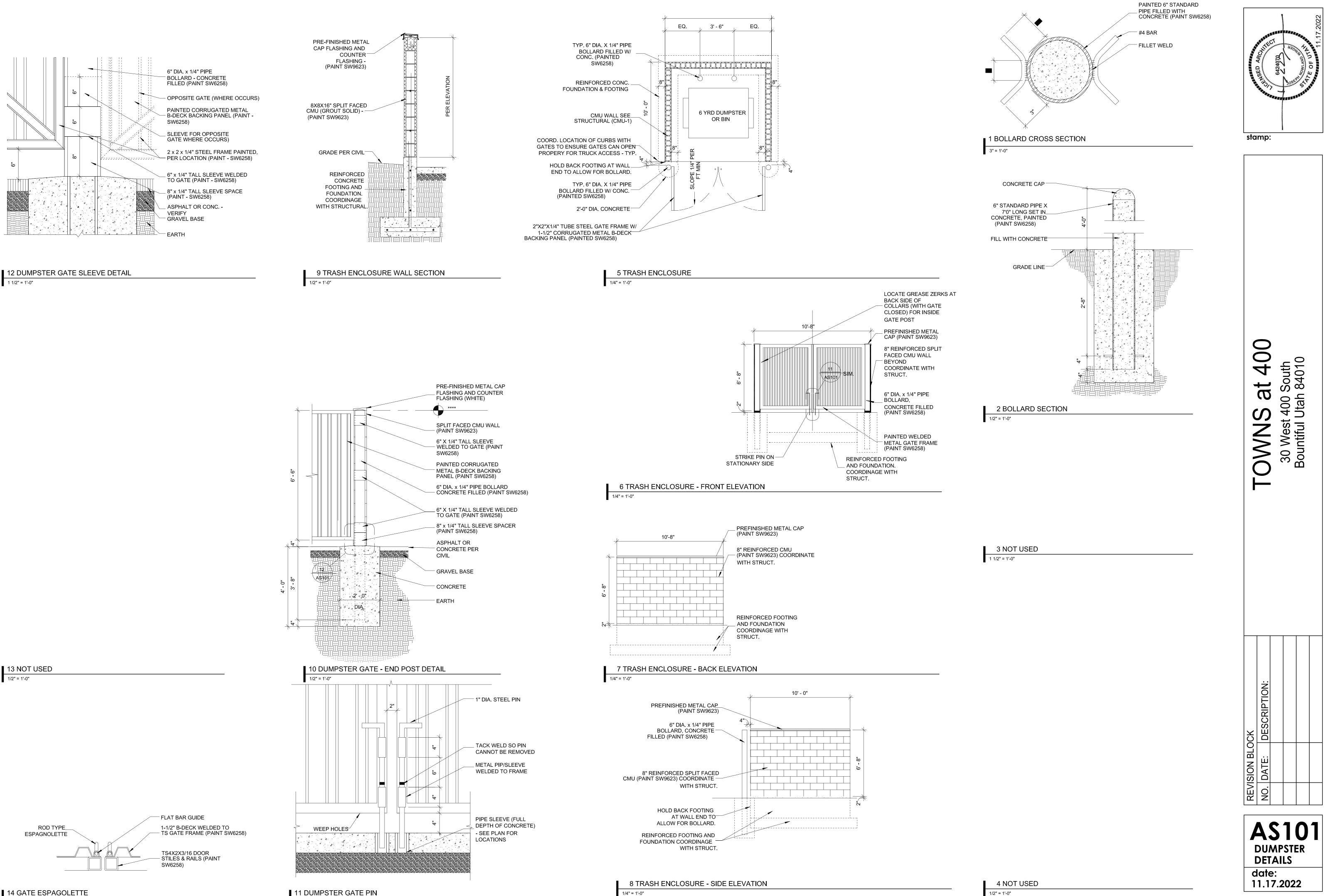




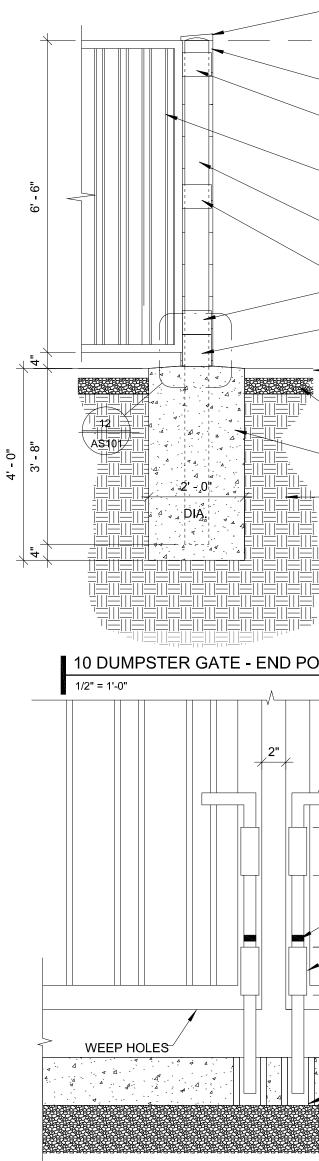
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11.17.2022

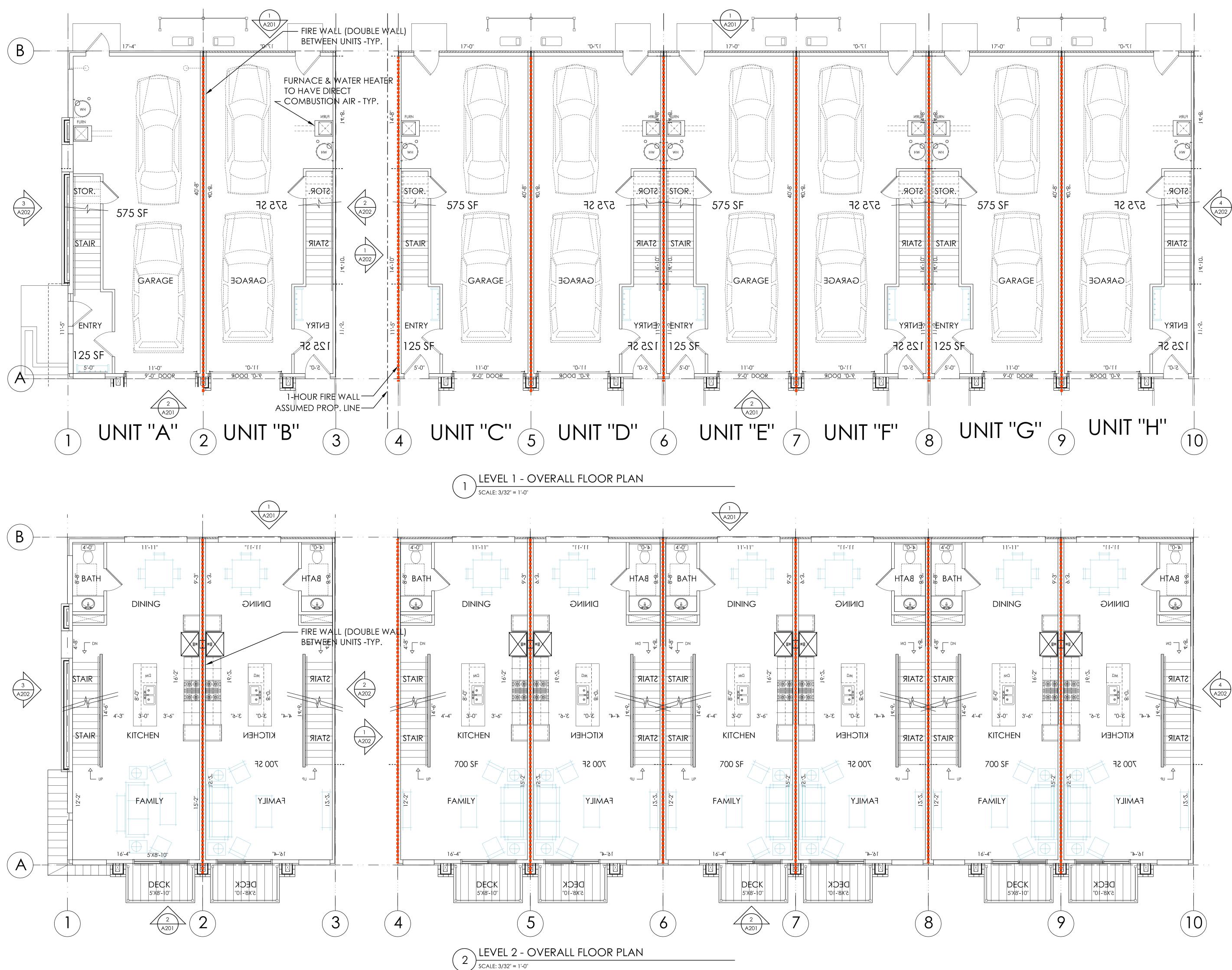


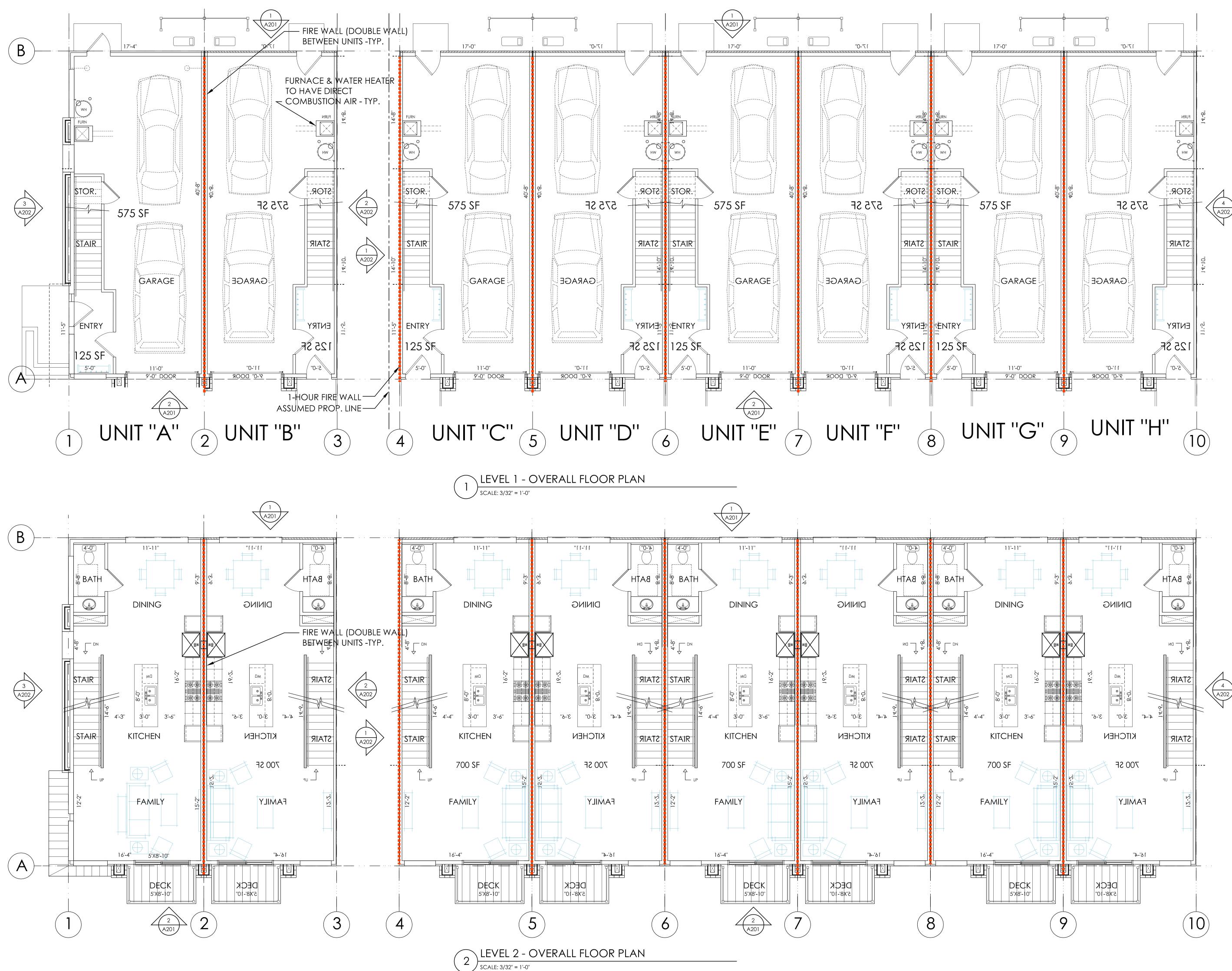


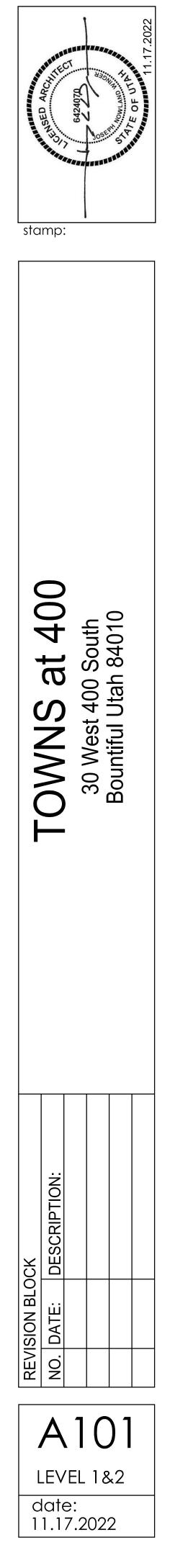


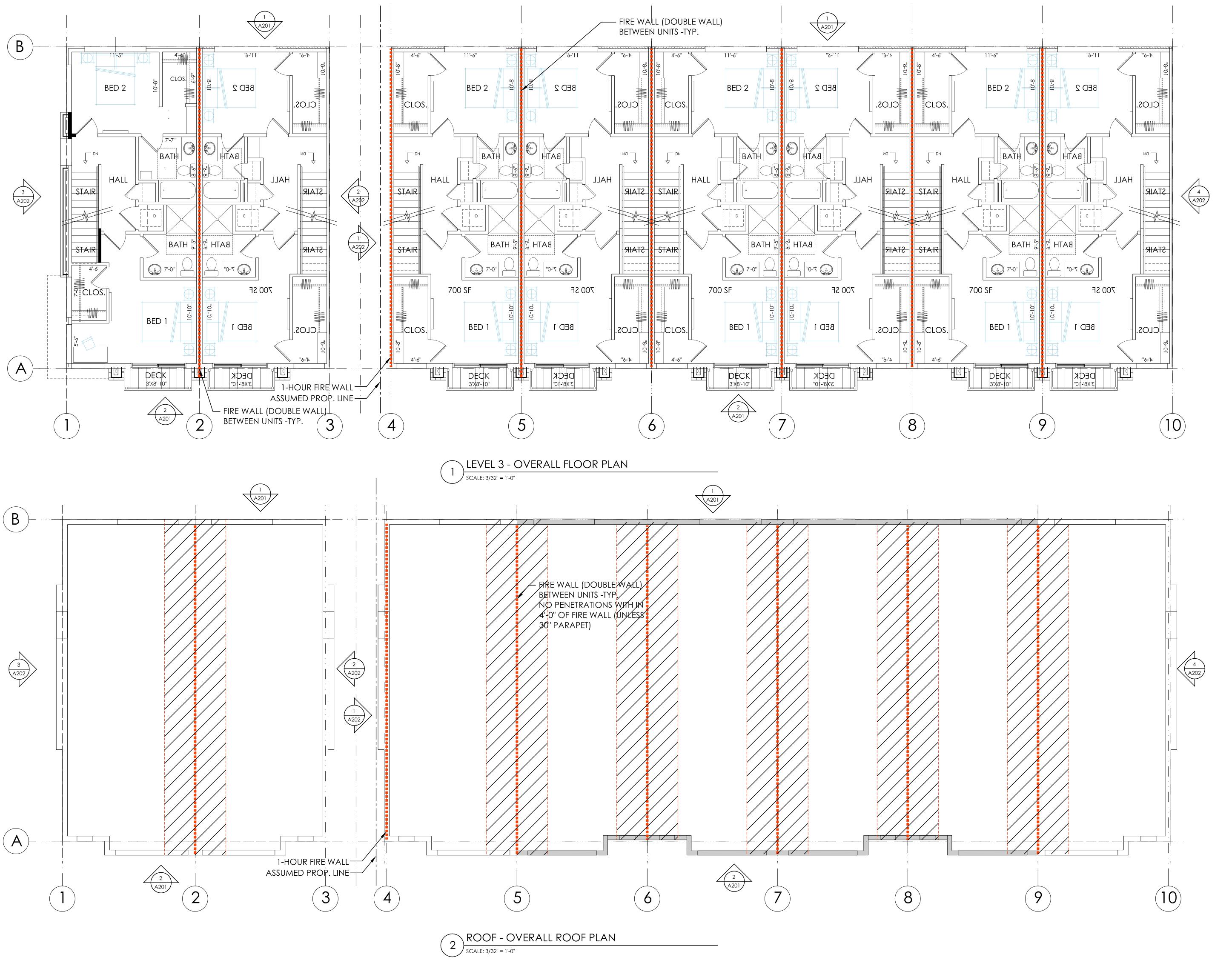


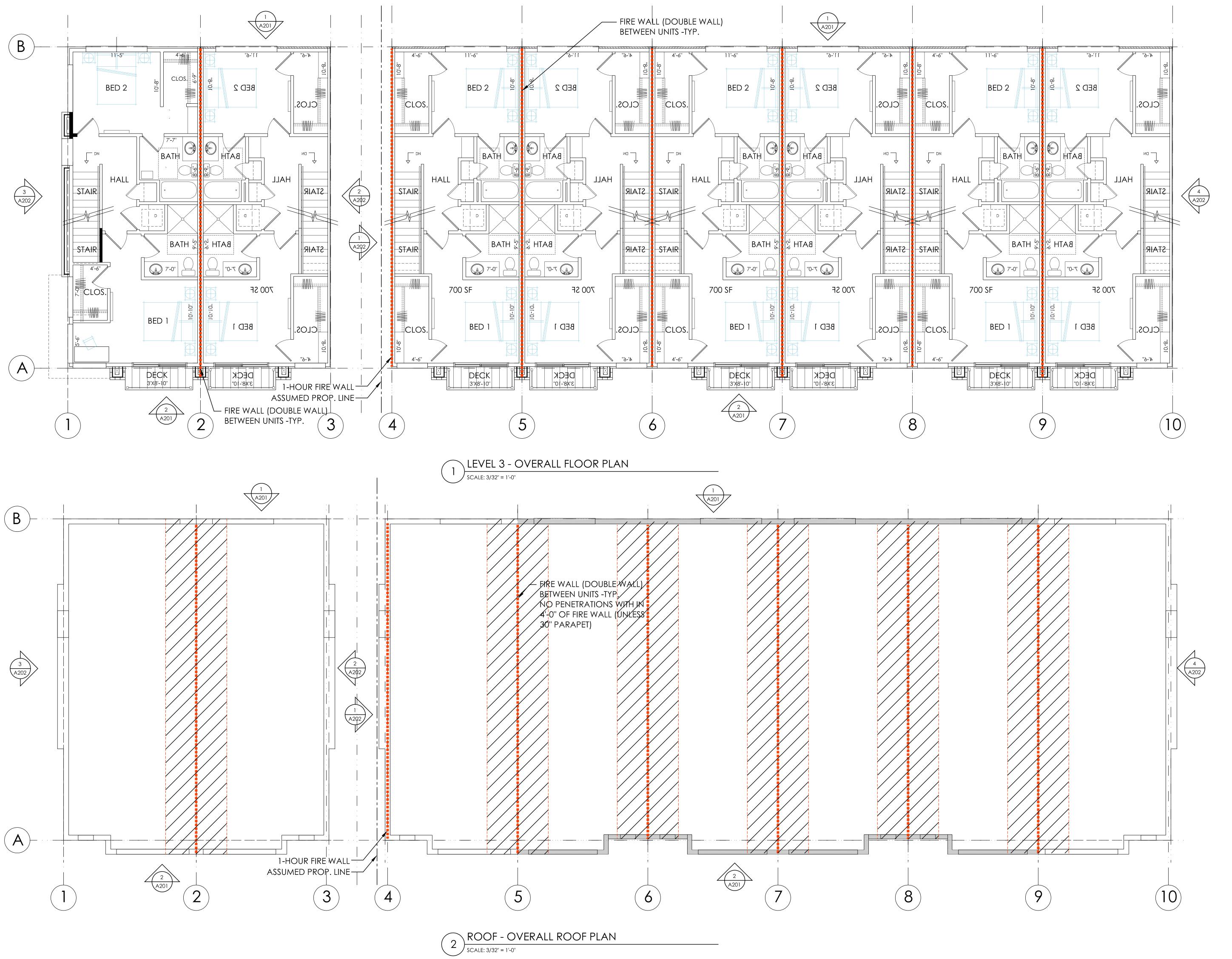
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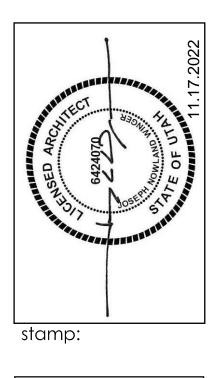


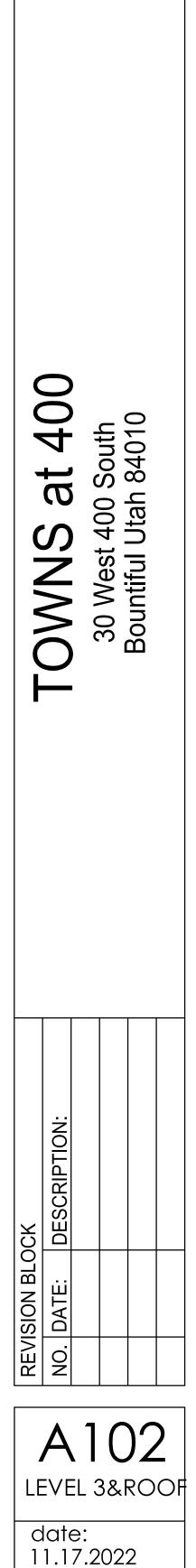


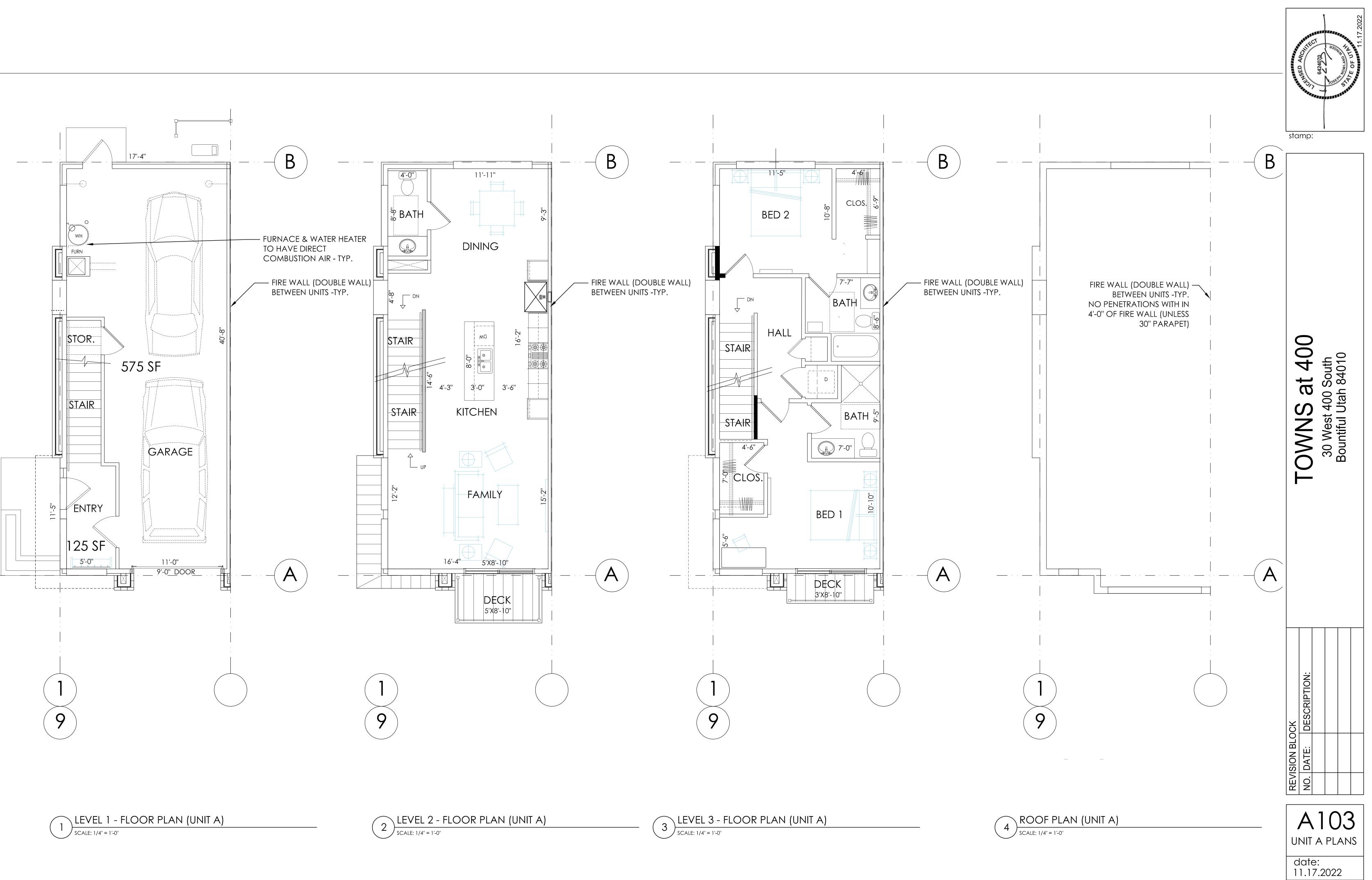


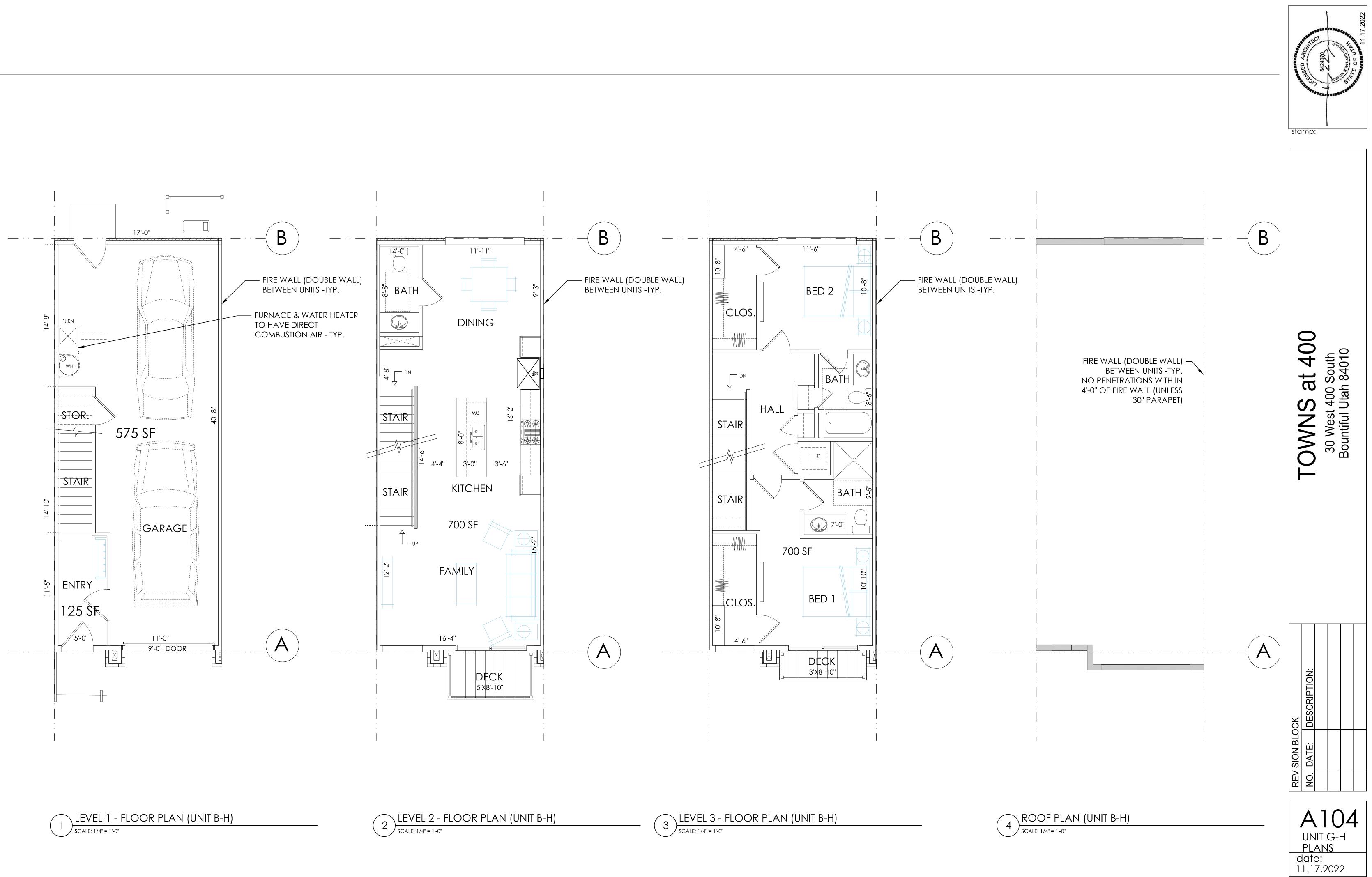




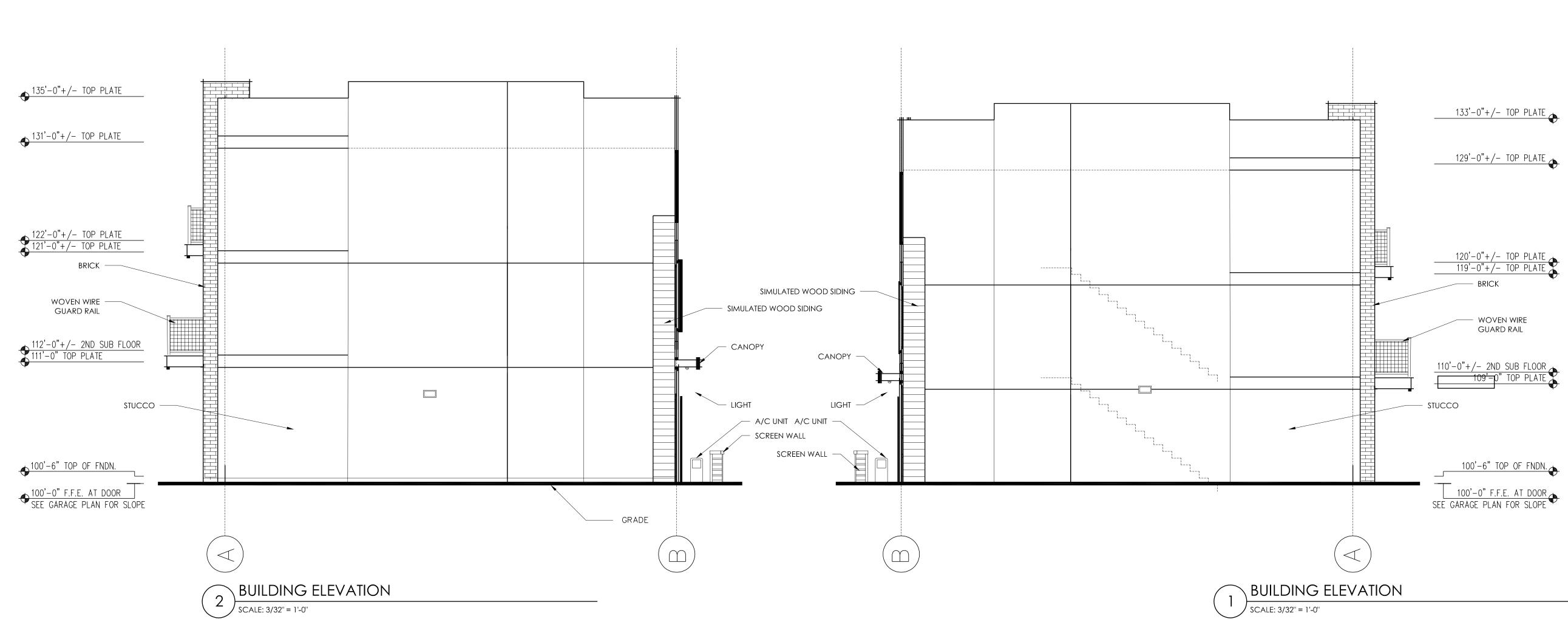






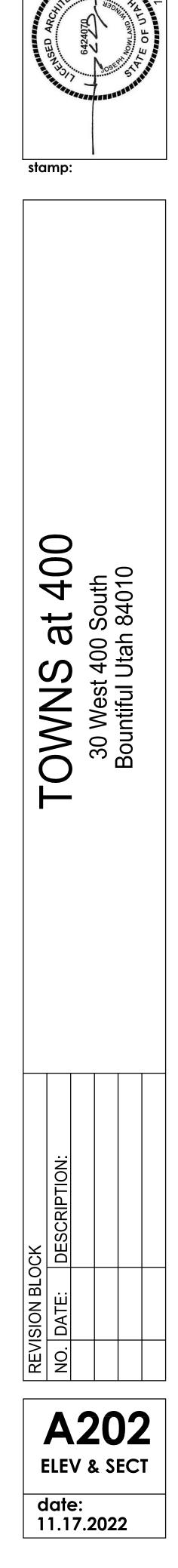


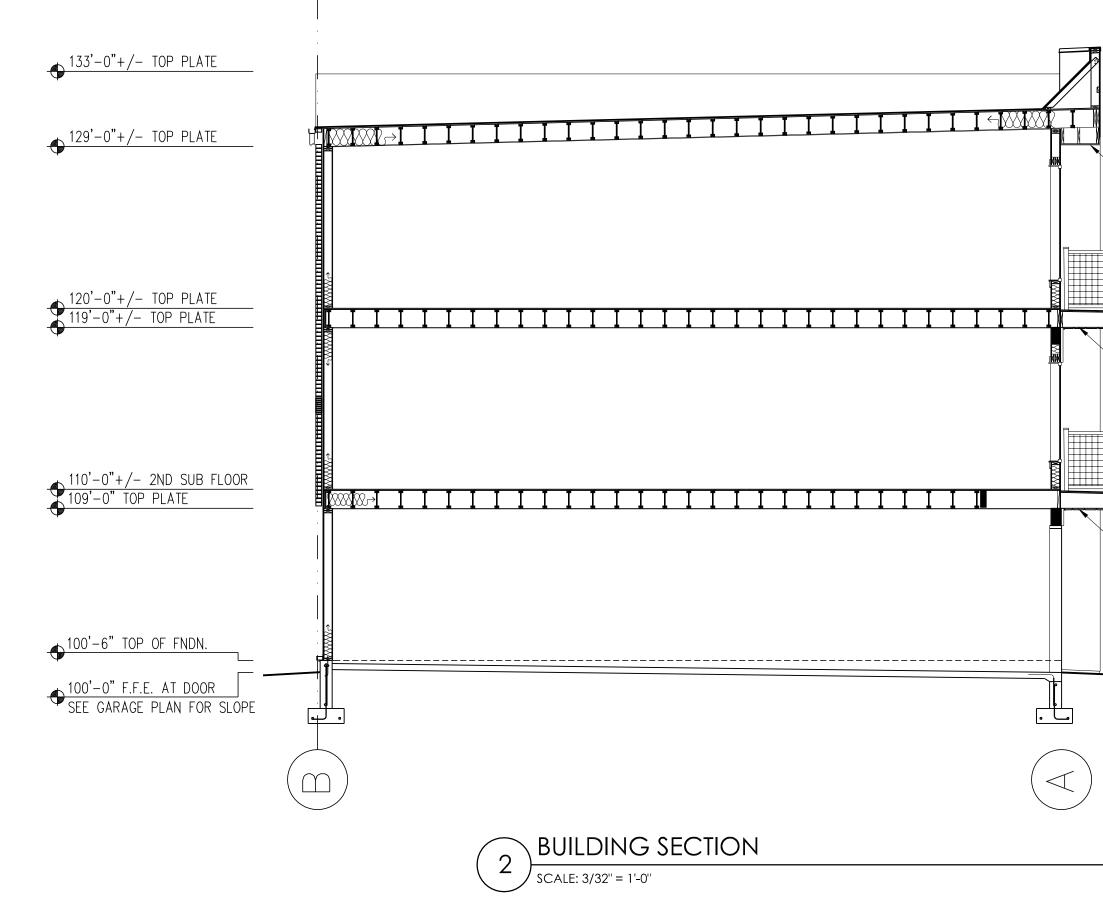


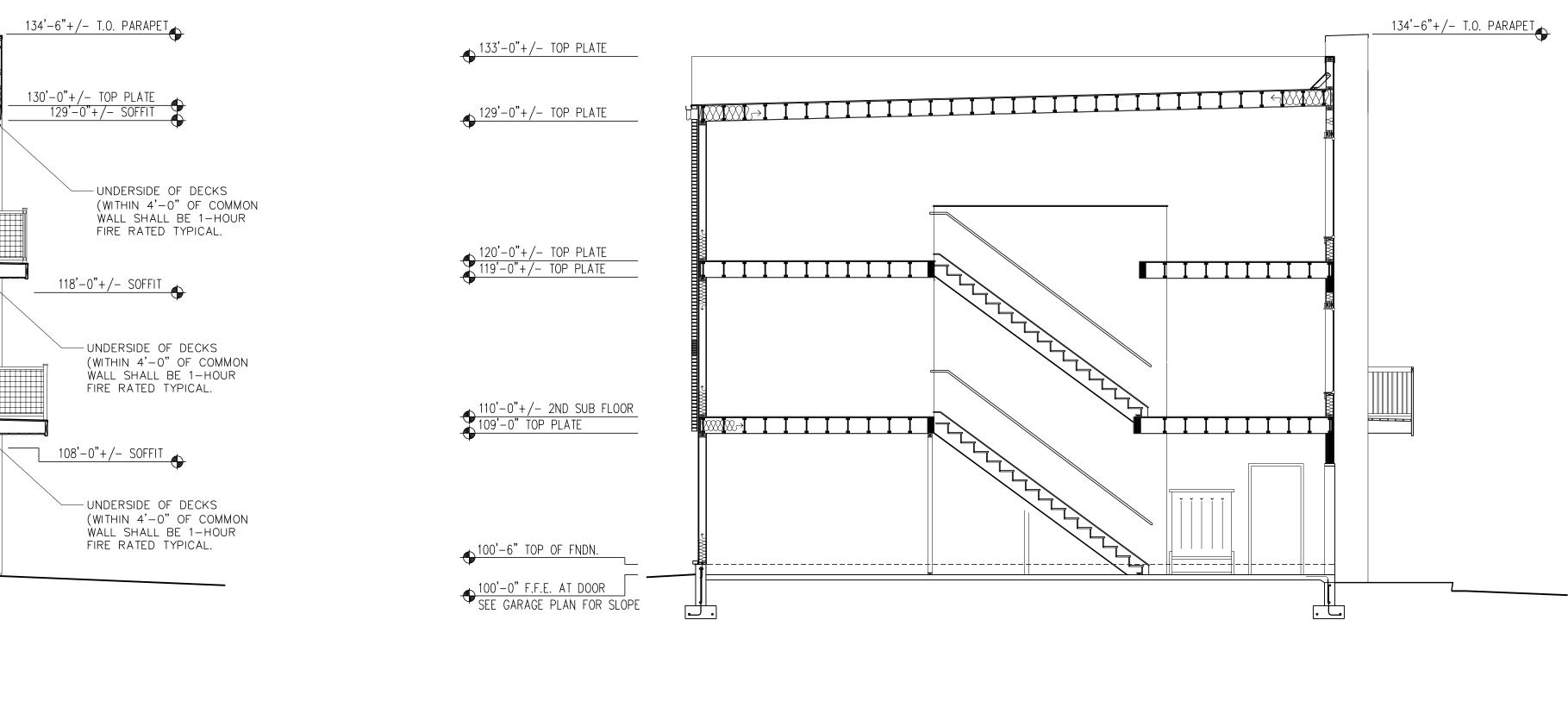




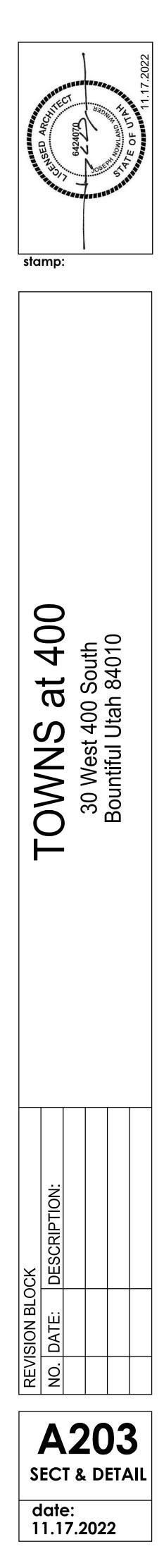
SCALE: 3/32" = 1'-0"











# **BOUNTIFUL 390 APARTMENTS CONSTRUCTION DRAWINGS** 11/17/2022



Sheet List Table		
Sheet Number	Sheet Title	
C001	COVER & LEGEND	
C101	DEMOLITION PLAN	
C102	SITE & DIMENSION PLAN	
C201	GRADING PLAN	
C301	STORM DRAIN & UTILITY PLAN	
C501	DETAILS	
C502	DETAILS	
C503	DETAILS	

# LEGEND EXISTING

# LEGEND PROPOSED

	ADJACENT PROPERTY BOUNDARY		PROPERTY BOUNDARY
w	CULINARY WATER LINE	w	CULINARY WATER LINE (SIZE S
ss	SANITARY SEWER LINE	SS	SANITARY SEWER LINE (SIZE S
sd	STORM DRAIN LINE	SD	STORM DRAIN LINE (SIZE SHOV
ir	IRRIGATION LINE	IR	IRRIGATION LINE (SIZE SHOWN
g	GAS LINE	G	GAS LINE
e	UNDERGROUND POWER LINE	E	UNDERGROUND POWER LINE
e	AERIAL POWER LINE	——— E ———	AERIAL POWER LINE
	UNDERGROUND COMMUNICATION LINE		UNDERGROUND COMMUNICATI
####	CONTOUR MINOR		CONTOUR MAJOR
####	CONTOUR MAJOR		CONTOUR MINOR
	FENCE	— <u> </u>	FENCE
	ASPHALT PAVEMENT		BUILDING SETBACK
	CLOSED FACE CURB AND GUTTER		ASPHALT PAVEMENT
	OPEN FACE CURB AND GUTTER		CLOSED FACE CURB & GUTTER
	CONCRETE PAVEMENT		OPEN FACE CURB & GUTTER
	EXISTING TO BE REMOVED		CURB & GUTTER TRANSITION
W	WATER VALVE	<u>م</u> ک	CONCRETE PAVEMENT
$\Box$	FIRE HYDRANT	W	WATER VALVE
$\langle \mathcal{W} \rangle$	WATER METER	Ŭ	FIRE HYDRANT
S	SEWER MANHOLE	$\langle \mathbf{W} \rangle$	WATER METER
	STORM DRAIN BOX	S	SEWER MANHOLE
	STORM WATER CATCH BASIN		STORM DRAIN BOX
	ROAD SIGN		STORM WATER CATCH BASIN
	POWER POLE		ROAD SIGN
Lum and the second second	DECIDUOUS TREE		
	CONIFEROUS TREE		

ALL MATERIALS, WORKMANSHIP, CONSTRUCTION AND PLACEMENT SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS AS DEFINED IN THE MANUAL OF STANDARD SPECIFICATIONS AND MANUAL OF STANDARD PLANS, UTAH CHAPTER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS. WHERE THERE IS A CONFLICT BETWEEN THESE PLANS, SPECIFICATIONS OR ANY APPLICABLE STANDARD, THE MOST RESTRICTIVE

2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE. WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE UTAH CHAPTER OF AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STANDARD PLANS AND

STANDARD SHALL APPLY.

COMPANIES.

SPECIFICATIONS, 2017 EDITION.

4. THE CONTRACTOR WILL BE RESPONSIBLE FOR FIELD LOCATING AND VERIFYING ELEVATIONS OF ALL EXISTING SEWER MAINS, WATER MAINS, CURBS, GUTTERS AND OTHER UTILITIES AT THE POINTS OF CONNECTION SHOWN ON THE PLANS AND AT ANY UTILITY CROSSINGS PRIOR TO INSTALLING ANY OF THE SITE ELEMENTS INDICATED IN THESE PLANS. IF A CONFLICT EXISTS AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER. DESIGN MODIFICATION(S) MUST BE APPROVED BY THE OWNER PRIOR TO BEING IMPLEMENTED. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES, AS INDICATED ON THESE PLANS, IS BASED ON

RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT BLUE STAKES (BY DIALING 811) AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION, TRENCHING OR GRADING TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. ALL OTHER UN-REGISTERED UTILITIES (I.E. DITCH, IRRIGATION COMPANY, OTHER SITE-SPECIFIC UTILITIES, ETC.) ARE TO BE LOCATED BY CONTACTING, IN ADVANCE. THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS SHOULD ALSO BE LOCATED PRIOR TO BEGINNING EXCAVATION, TRENCHING OR GRADING ACTIVITIES. 6. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE PROJECT OWNER, LOCAL JURISDICTION AND ALL UTILITY COMPANIES INVOLVED REGARDING RELOCATIONS, ADJUSTMENTS, EXTENSIONS AND REARRANGEMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH MINIMAL DISRUPTION OF SERVICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING, IN ADVANCE, ALL PARTIES AFFECTED BY ANY DISRUPTION OF UTILITY SERVICE AS WELL AS THE UTILITY

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL MEANS REQUIRED TO PROTECT EXISTING UTILITIES AND/OR TO WORK AROUND SUCH UTILITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, SUPPORTING EXISTING UTILITIES, SHORING AROUND EXITING UTILITIES, PHASING OF WORK AND TRAFFIC CONTROL.

CONIFEROUS TREE

- 8. THE CONTRACTOR SHALL NOTIFY THE LOCAL JURISDICTION AND AFFECTED UTILITY COMPANY, AND ALL AFFECTED PARTIES A MINIMUM OF 24 HOURS PRIOR TO ANY WATER INTERRUPTION.
- 9. THE CONTRACTOR IS NOT TO OPERATE ANY VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES. COORDINATE WITH THE UTILITY SUPPLIER. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY. INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, SECURITY AND OTHER SITE RELATED SAFETY PRACTICES. REFER TO OSHA PUBLICATION 2226, EXCAVATING AND TRENCHING.
- 11. IF DURING CONSTRUCTION CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
- 12. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN TO THE REVIEWING AGENCY (LOCAL GOVERNMENT, UDOT OR OTHERS AS REQUIRED BY PERMIT) FOR REVIEW AND ACCEPTANCE, PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN, OR AFFECTING THE RIGHT-OF-WAY. ALL TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH MUTCD OR UDOT STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TRAFFIC CONTROL DEVICES, PERSONNEL AND
- OTHER FACILITIES AS MAY BE REQUIRED BY THE CONSTRUCTION ACTIVITIES. 13. THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES AN UP TO DATE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), A BMP MAINTENANCE FOLDER, ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND AGREEMENTS NEEDED FOR THE JOB.
- 14. THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE UTAH PERMIT FOR STORM WATER DISCHARGE, THE SWPPP AND THE EROSION CONTROL PLAN
- 15. ALL BMPS SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION AND AT AREAS WITH DISTURBED SOIL (ON OR OFF SITE) PRIOR TO ANY OTHER GROUND DISTURBING ACTIVITY. ALL BMPS SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR,

- UNTIL THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACING OR LANDSCAPING. 16. MUD AND DEBRIS MUST BE REMOVED BY THE END OF EACH WORKING DAY BY AN APPROPRIATE MECHANICAL METHOD (I.E. MACHINE BROOM SWEEP, HAND SWEEPING,
- ETC.). 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-CONSTRUCTED INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE. THIS RECORD DRAWING SET SHALL BE AVAILABLE TO THE OWNERS/ENGINEERS DESIGNATED REPRESENTATIVE AT ALL TIMES.
- 18. WORK ACTIVITY AND SCHEDULES SHALL BE COORDINATED WITH THE OWNER AND THEIR ACTIVITIES ON-SITE. 19. UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED
- TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION, OR TO THE GRADES AND CONDITION AS REQUIRED BY THESE PLANS AND SPECIFICATIONS. 20. IMPROVEMENTS DEPICTED IN THESE PLANS AND CONSTRUCTED BY THE CONTRACTOR
- SHALL BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE. 21. THE APPROVED, DESIGNATED PROJECT SUPERVISOR SHALL BE ON-SITE WHILE WORK
- IS BEING CONDUCTED. 22. SOIL COMPACTION EFFORT SHALL BE PER GEOTECHINCAL REPORT BY CIVIL SOLUTIONS GROUP.

SHOWN ON PLAN)

SHOWN ON PLAN)

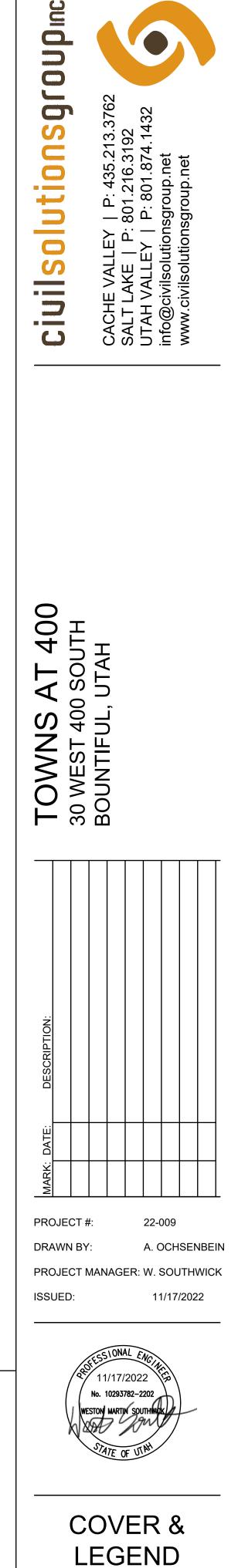
OWN ON PLAN)

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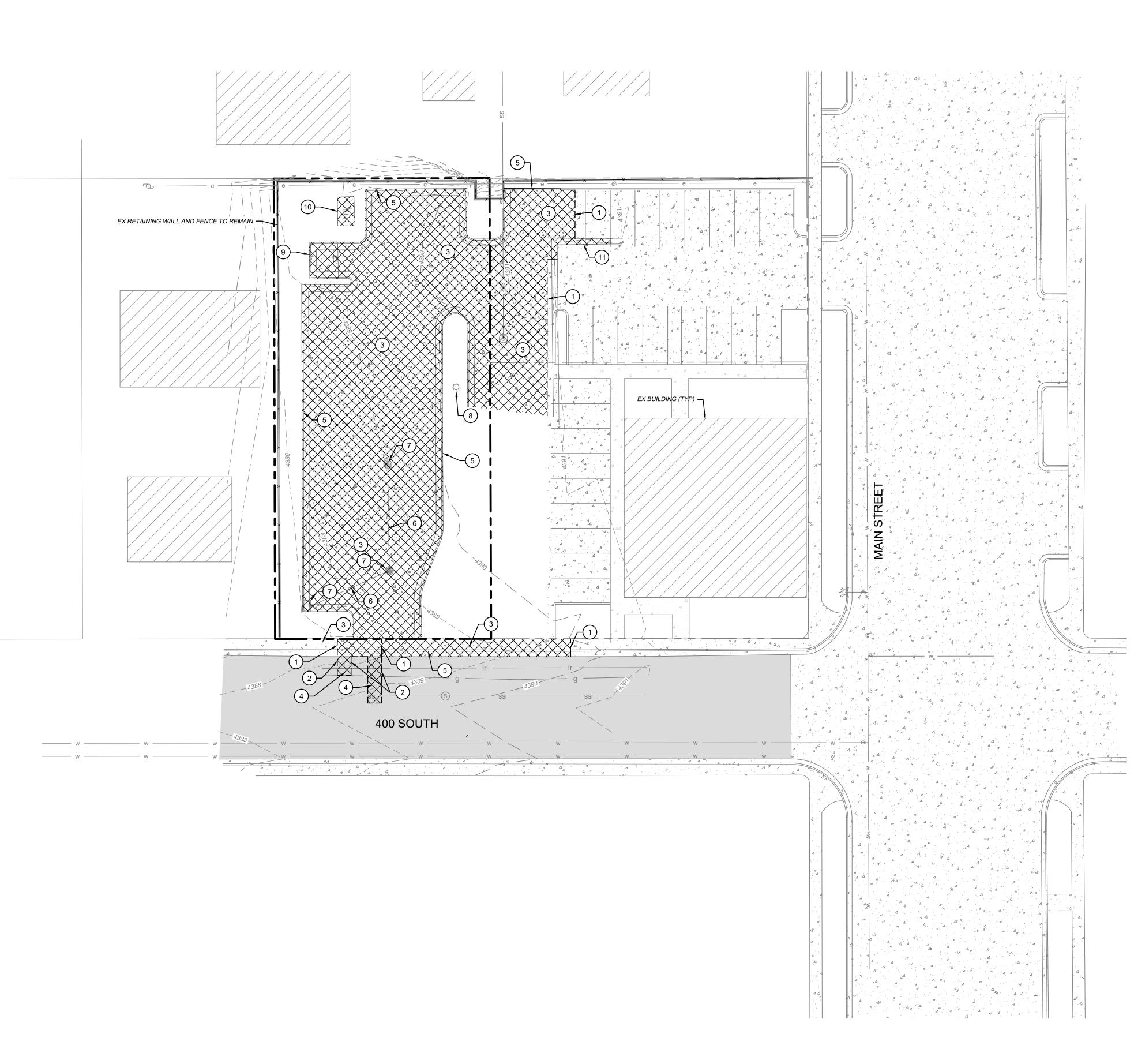
**ATION LINE** 



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AND SHALL NOT BE PHOTOCOPIED. RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER. THESE PLANS ARE PRODUCED IN COLOR AND SHOULD BE PLOTTED AS SUCH.



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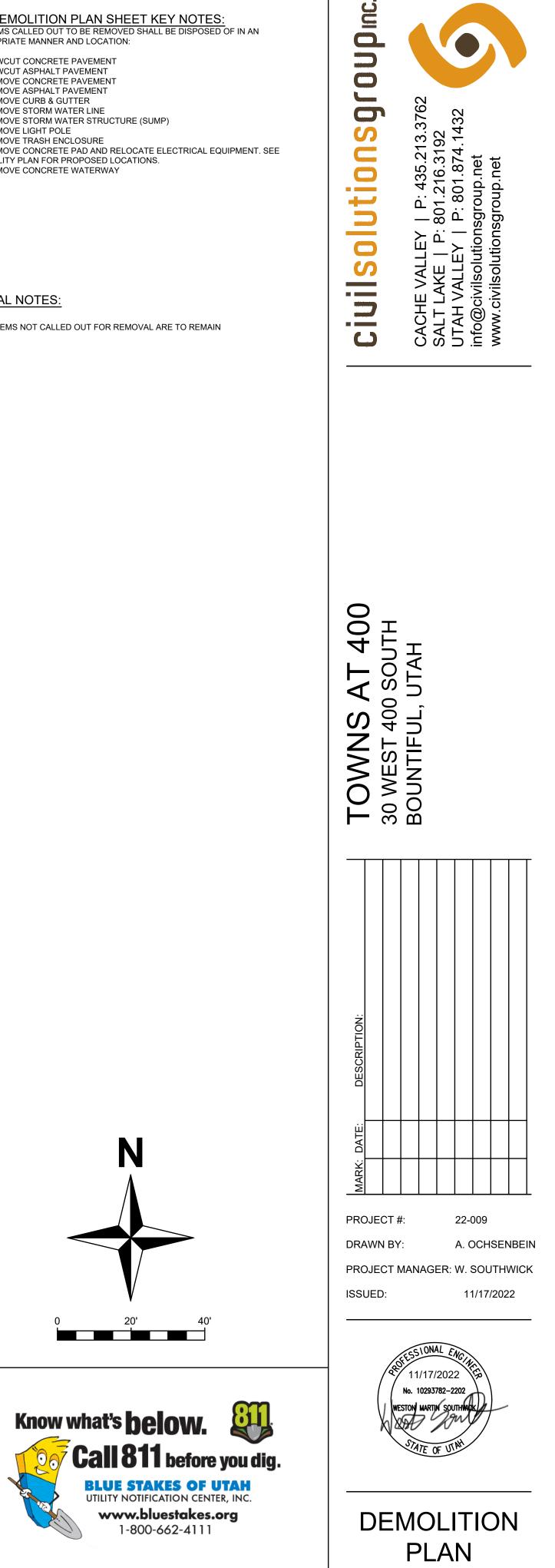


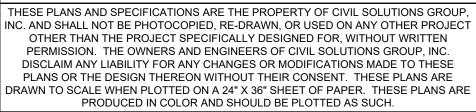
1 DEMOLITION PLAN SHEET KEY NOTES: ALL ITEMS CALLED OUT TO BE REMOVED SHALL BE DISPOSED OF IN AN

- APPROPRIATE MANNER AND LOCATION: 1. SAWCUT CONCRETE PAVEMENT
- 2. SAWCUT ASPHALT PAVEMENT 3. REMOVE CONCRETE PAVEMENT
- 4. REMOVE ASPHALT PAVEMENT 5. REMOVE CURB & GUTTER
   6. REMOVE STORM WATER LINE
- 7. REMOVE STORM WATER STRUCTURE (SUMP)
- 8. REMOVE LIGHT POLE REMOVE TRASH ENCLOSURE
   REMOVE CONCRETE PAD AND RELOCATE ELECTRICAL EQUIPMENT. SEE
- UTILITY PLAN FOR PROPOSED LOCATIONS. 11. REMOVE CONCRETE WATERWAY

GENERAL NOTES:

1. ALL ITEMS NOT CALLED OUT FOR REMOVAL ARE TO REMAIN



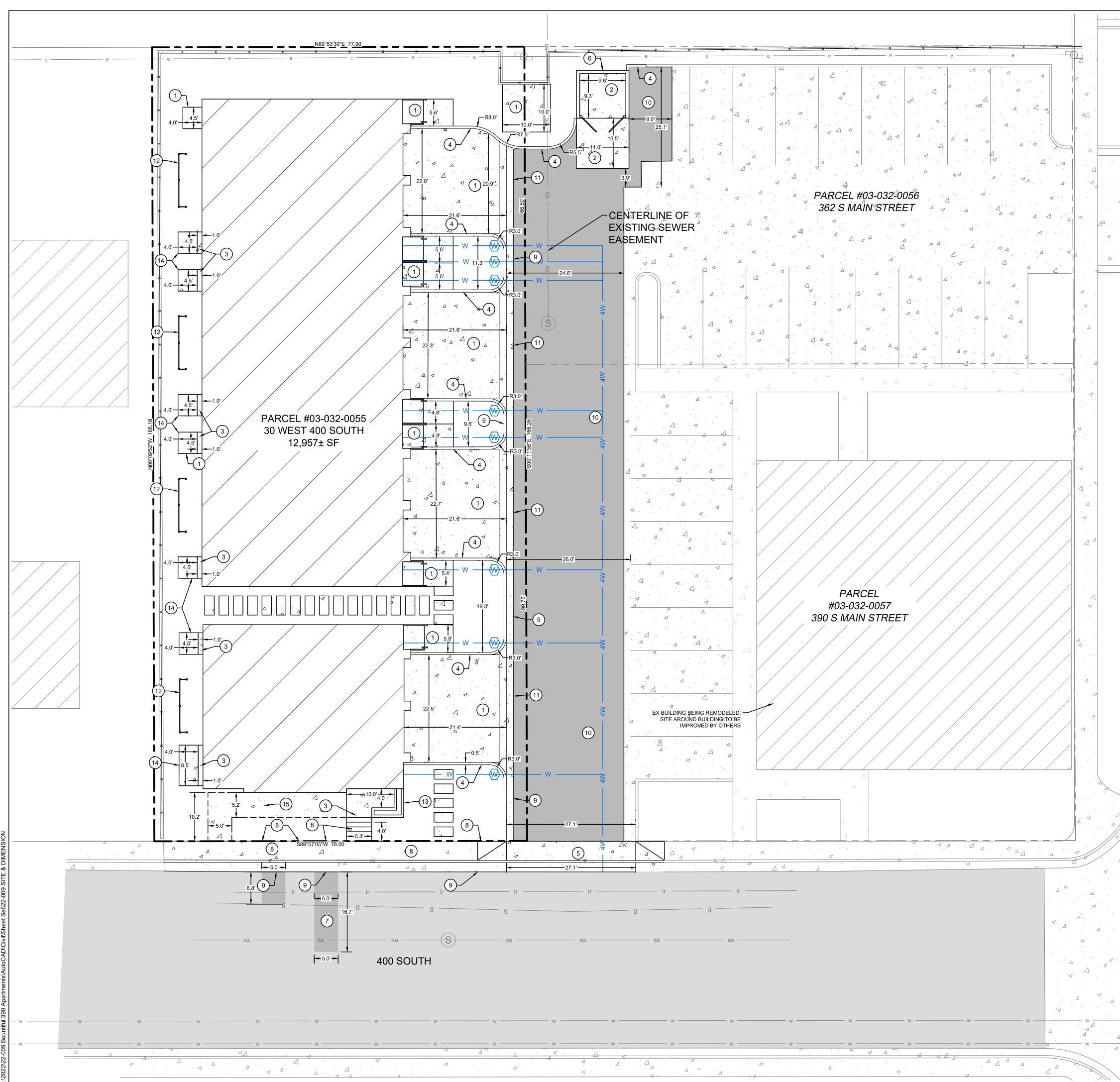


BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC.

www.bluestakes.org 1-800-662-4111

Ν

C101



- DESIGNING OUR FUTURE



① SITE SHEET KEY NOTES: PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- STANDARD DUTY CONCRETE PAVEMENT (1/C501)
   HEAVY DUTY CONCRETE PAVEMENT (2/C501)
   CONCRETE STAIRS. SEE ARCHITECTURAL PLANS FOR DETAILS.
- CURB (10/C501)
  DRIVEWAY APPROACH (5/C501)
  DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
  ASPHALT PAVEMENT PATCH(1/C502)
- SIDEWALK (4/C501)

- SIDEWALK (4/C501)
   APWA TYPE E CURB AND GUTTER (6/C501)
   ASPHALT PAVEMENT (3/C501)
   3' CONCRETE WATERWAY (8/C501)
   FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
   RAISED PLANTER. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 14. THICKENED EDGE CONCRETE (9/C501) 15. OPTIONAL ADA RAMP (1/C501)

**GENERAL NOTES:** 

1. ALL DRIVE AISLES ARE TWO-WAY

# PARKING TABULATION:

J. Z

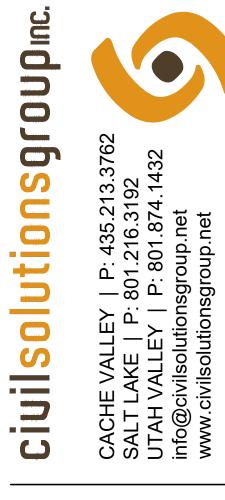
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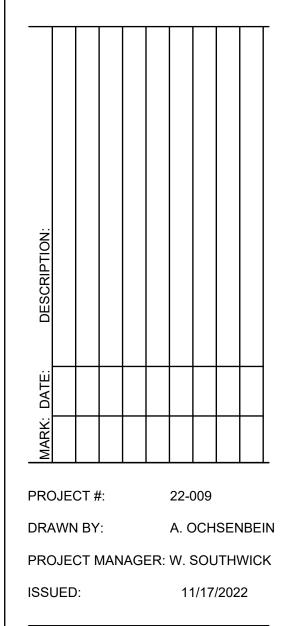
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- 1. PARKING REQUIREMENTS FOR TOWNHOMES:
- PARKING REQUIREMENTS FOR TOWNTOMES.
   1.1. 2 STALLS PER 2 BEDROOM UNIT
   1.2. 0.25 STALLS PER UNIT FOR VISITOR SPACE
   1.3. TOTAL PARKING REQUIRED: 18 STALLS
- 1.4. PARKING PROVIDED WITHIN TOWNHOME UNIT: 2 STALLS PER UNIT
- 1.4. PARKING PROVIDED WITHIN TOWNHOME ON THE STALLS PER ON THE
   1.5. TOTAL PARKING WITHIN TOWNHOMES: 16 STALLS
   1.6. TOTAL PARKING PROVIDED: 18 STALLS\*
   2. \*\*PARKING REQUIREMENTS FOR THE ADJACENT OFFICE BUILDING ARE AS
- FOLLOWS:
- 2.1. BUILDING SQUARE FOOTAGE: 7,251 SF 2.2. PARKING REQUIREMENTS FOR OFFICE BUILDING: 1 STALL PER 300 SF 2.3. PARKING STALLS REQUIRED FOR OFFICE BUILDING: 25 STALLS 2.4. TOTAL STALLS ON OFFICE BUILDING LOT: 27 STALLS

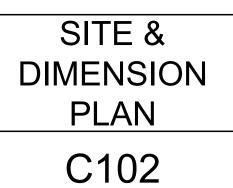
\*2 STALLS WILL BE UTILIZED FROM THE OFFICE BUILDING PARKING TO PROVIDE THE REQUIRED 2 GUEST PARKING STALLS \*\*OFFICE BUILDING CALCULATIONS ARE SHOWN FOR THE PURPOSE OF INDICATING THERE IS SUFFICIENT STALLS TO PROVIDE 2 GUEST PARKING STALLS FOR THE TOWNHOME UNITS

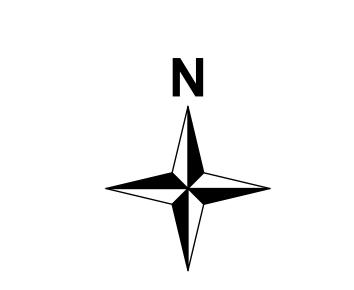


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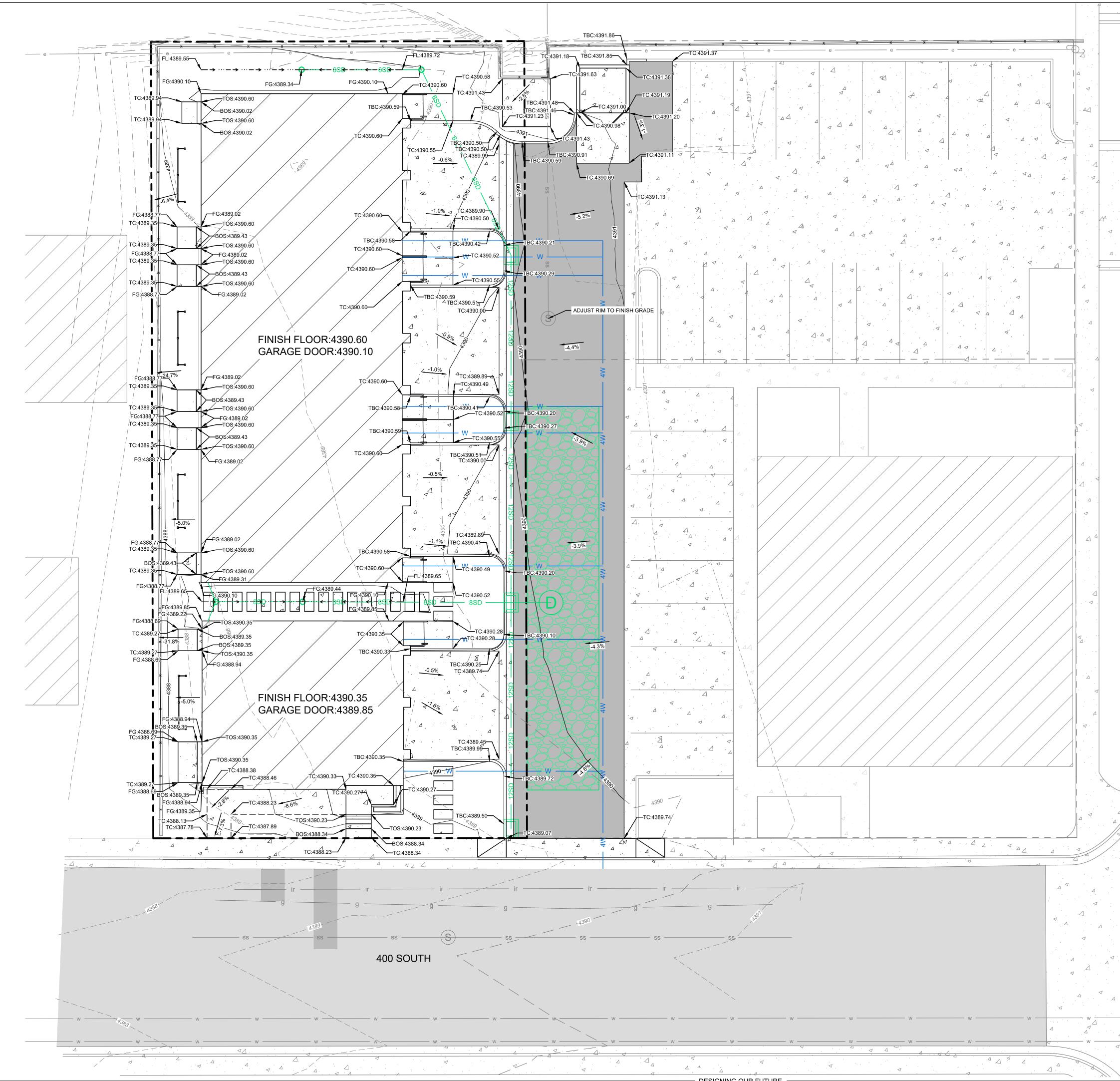






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- DESIGNING OUR FUTURE

# GRADING ABBREVIATIONS:

TC = TOP OF CONCRETE TOS = TOP OF STAIR

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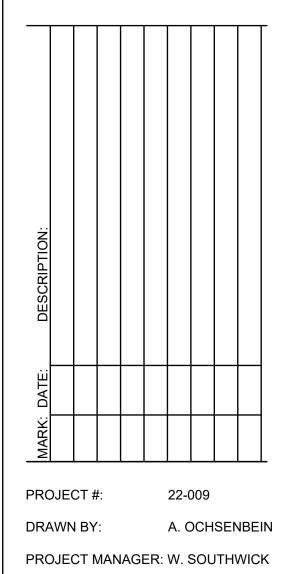
- BOS = BOTTOM OF STAIR TBC = TOP BACK OF CURB
- 5. FL = FLOWLINE 6. FG = FINISH GRADE

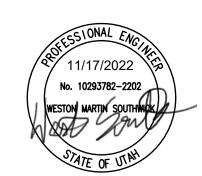
# GENERAL NOTES:

- 1. VERTICAL DATA (CONTOUR LINES AND\OR SPOT ELEVATIONS, ETC.) SHOWN HEREON IS BASED ON THE NGVD29 ELEVATION OF 4457.64 PUBLISHED BY THE DAVIS COUNTY SURVEYOR ON THE WEST WITNESS CORNER (1.5" BRASS PLUG IN CURB) FOR THE SOUTHEAST CORNER OF SECTION 19, T2N, R1E, S.L.B.& M. A GPS-DERIVED LOCAL ELEVATION OF 4392.90 ON THE RING & LID MONUMENT LOCATED AT 400 SOUTH MAIN STREET HAS BEEN HELD AS THE PROJECT BENCHMARK.
- 2. MAINTAIN A MINIMUM OF 0.5% LONGITUDINAL SLOPE IN ALL GUTTERS AND WATERWAYS. 3. MAINTAIN A MAXIMUM CROSS-SLOPE OF 2.0% ON ALL SIDEWALKS AND AT ALL
- BUILDING DOORWAY EXITS AND ENTRANCES. 4. ALL TOP BACK OF CURB CALL OUTS ARE SHOWN TO FULL HEIGHT.



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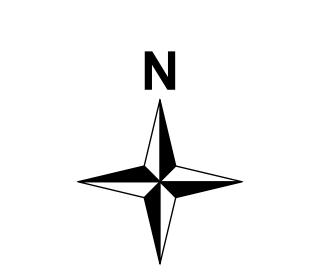


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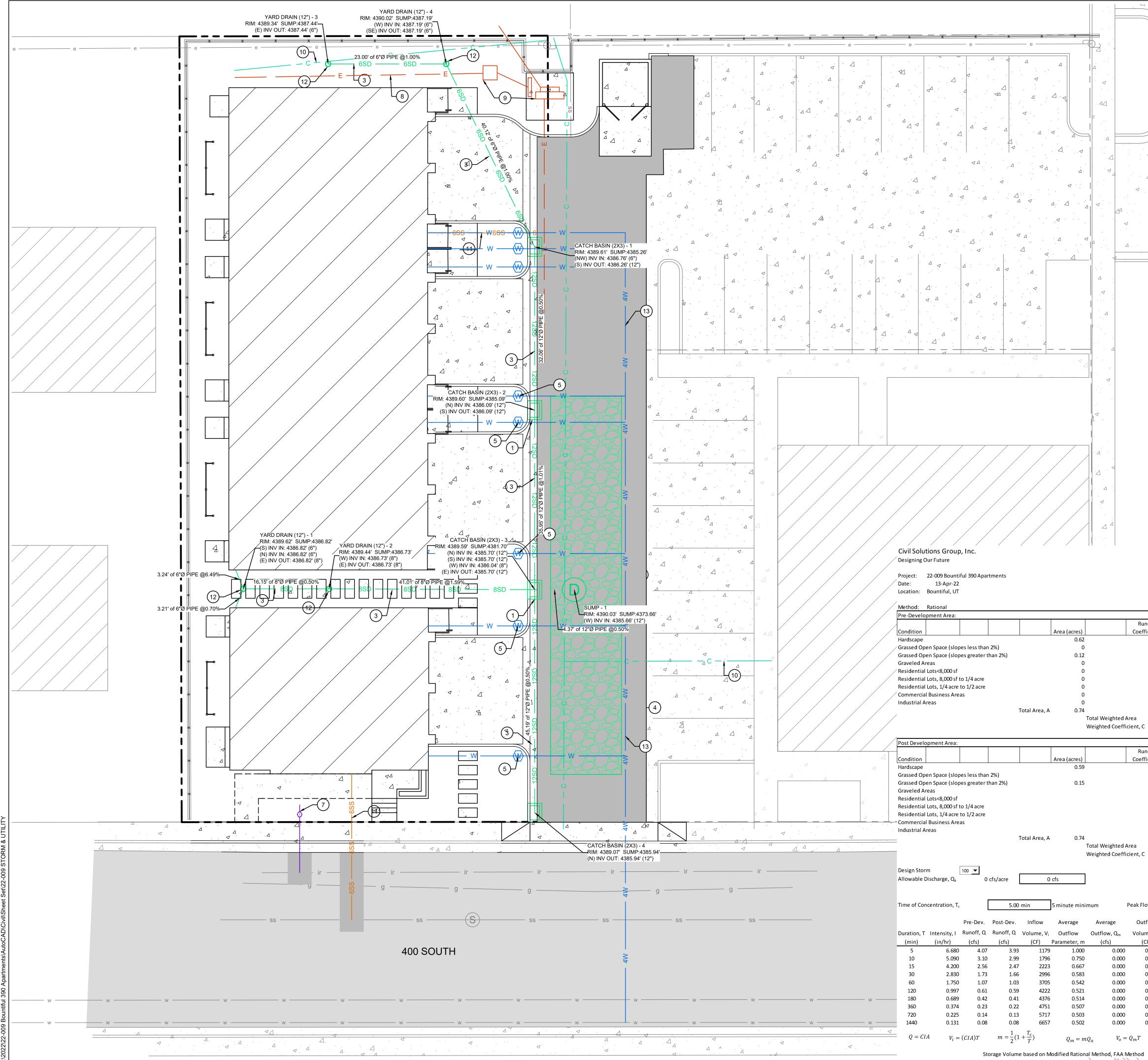


10' 



20'

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

- 1. 2' X 3' CATCH BASIN (1/C503) 5'Ø STORM DRAIN MANHOLE (3/C503)
- S. STORM DRAIN LINE (1/C502) 4. STORM DRAIN SUMP (4/C503)
- 5. 1"Ø WATER SERVICE WITH 1" WATER METER(4/C502) FIRE HYDRANT (2/C502)
- IRRIGATION SERVICE (3/C502)
- 8. UNDERGROUND POWER LINE. SEE ELECTRICAL PLANS FOR MORE INFORMATION.
- 9. POWER EQUIPMENT. SEE ELECTRICAL PLANS FOR MORE INFORMATION. 10. COMMUNICATION LINE SEE ELECTRICAL PLANS FOR MORE INFORMATION.
- 11. 6"Ø SEWER LATERAL (7/C501) 12. 12"Ø NYLOPLAST YARD DRAIN OR APPROVED EQUAL (2/C503) 13. 4" Ø WATER LINE (4/C502)

# GENERAL NOTES:

- 1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND CONTACT ENGINEER IF DIFFERENT FROM LOCATIONS DISPLAYED ON THESE PI ANS
- 2. MINIMUM 18" OF VERTICAL SEPARATION REQUIRED BETWEEN WATER MAIN AND SEWER MAIN WHERE LINES INTERSECT. MINIMUM OF 10' FROM OUTSIDE-OF-PIPE TO OUTSIDE-OF-PIPE REQUIRED
- BETWEEN CULINARY WATER LINE AND ALL OTHER WET UTILITIES. 4. ALL SEWER LINES SHALL BE CONSTRUCTED OF PVC SDR-35
- MATERIAL. 5. ALL STORM DRAIN LINES SHALL BE CORRUGATED HDPE.
- ALL IRRIGATION MAIN PIPE SHALL BE "PURPLE PIPE" FOR USE WITH RECLAIMED WATER SYSTEMS AS IS REQUIRED BY STATE REGULATIONS. CONTRACTOR SHALL PLACE CONCRETE THRUST BLOCKS ON ALL TEES, WYES, BENDS, ANGLES, ETC ON ALL WATER AND IRRIGATION LINES AS
- SHOWN IN DETAIL 6 ON SHEET C502. 8. POWER - CONTRACTOR SHALL COORDINATE WITH OWNER AND BOUNTIFUL LIGHT & POWER TO DETERMINE PRECISE LOCATION AND LAYOUT OF POWER LINES THROUGH DEVELOPMENT. CONTRACTOR SHALL BE RESPONSIBLE TO TRENCH, BED, INSTALL AND FILL IN THE POWER TRENCH AND PROVIDE THE REQUIRED PVC SCHEDULE 40 CONDUIT.
- 9. TELEPHONE AND CABLE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR LOCATION OF CONDUIT CROSSINGS AND SHALL INSTALL ALL CONDUITS. 10. GAS - CONTRACTOR SHALL COORDINATE INSTALLATION OF GAS WITH
- QUESTAR GAS.

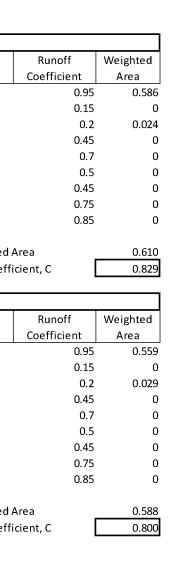
# STORMWATER NOTES:

- 1. THE RATIONAL METHOD WAS USED TO CALCULATE THE REQUIRED STORAGE VOLUME FOR THE SITE. THE 100-YEAR, 24-HOUR STORM WAS USED FOR THE CALCULATIONS.
- 2. TOTAL REQUIRED VOLUME IS 6,657 CF. TOTAL VOLUME PROVIDED IS 6,720 CF.
- 4. STORAGE VOLUME FOR THE SITE IS PROVIDED IN THE PROPOSED SUMP. THE STORAGE VOLUME INCLUDES STORMWATER FROM ALL THREE PARCELS.
- △ 5. SUMP INFORMATION: HIGH WATER ELEVATION: 4384.67 5.1.
  - BOTTOM OF MANHOLE: 4374.67 BOTTOM OF GRAVEL: 4372.67
  - 5.3. WIDTH: 15' 5.4.
  - LENGTH: 80' 5.5.

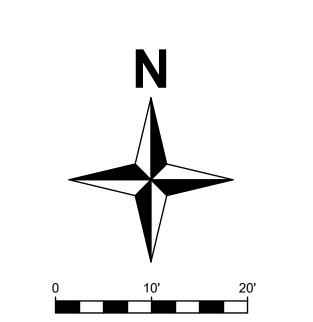
5.2.

7

- 5.6. HEIGHT: 14' 6. THERE IS NO INCREASE IN IMPERVIOUS SURFACE AREA FROM
- PRE-REDEVELOPMENT OF THE SITE. AN INFILTRATION TEST WAS COMPLETED BY A LICENSED GEOTECHNICAL ENGINEER. THE MEASURED INFILTRATION RATE WAS 1 min/inch.



	Peak Flow, Q <sub>P</sub>	3.929 cfs	
	Outflow	Storage	
m	Volume, V <sub>o</sub>	Req'd, S	
	(CF)	(CF)	
000	0	1179	
000	0	1796	
000	0	2223	
000	0	2996	
000	0	3705	
000	0	4222	
000	0	4376	
000	0	4751	
000	0	5717	
000	0	<u>6657</u>	
/ <sub>0</sub> =	$= Q_m T$	$S = V_i - V_o$	
۱ ۵ ۵	Method		

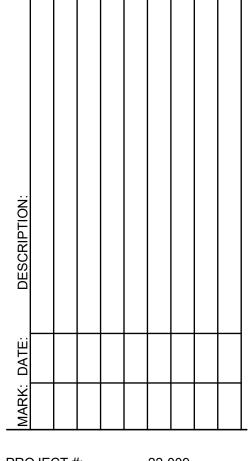




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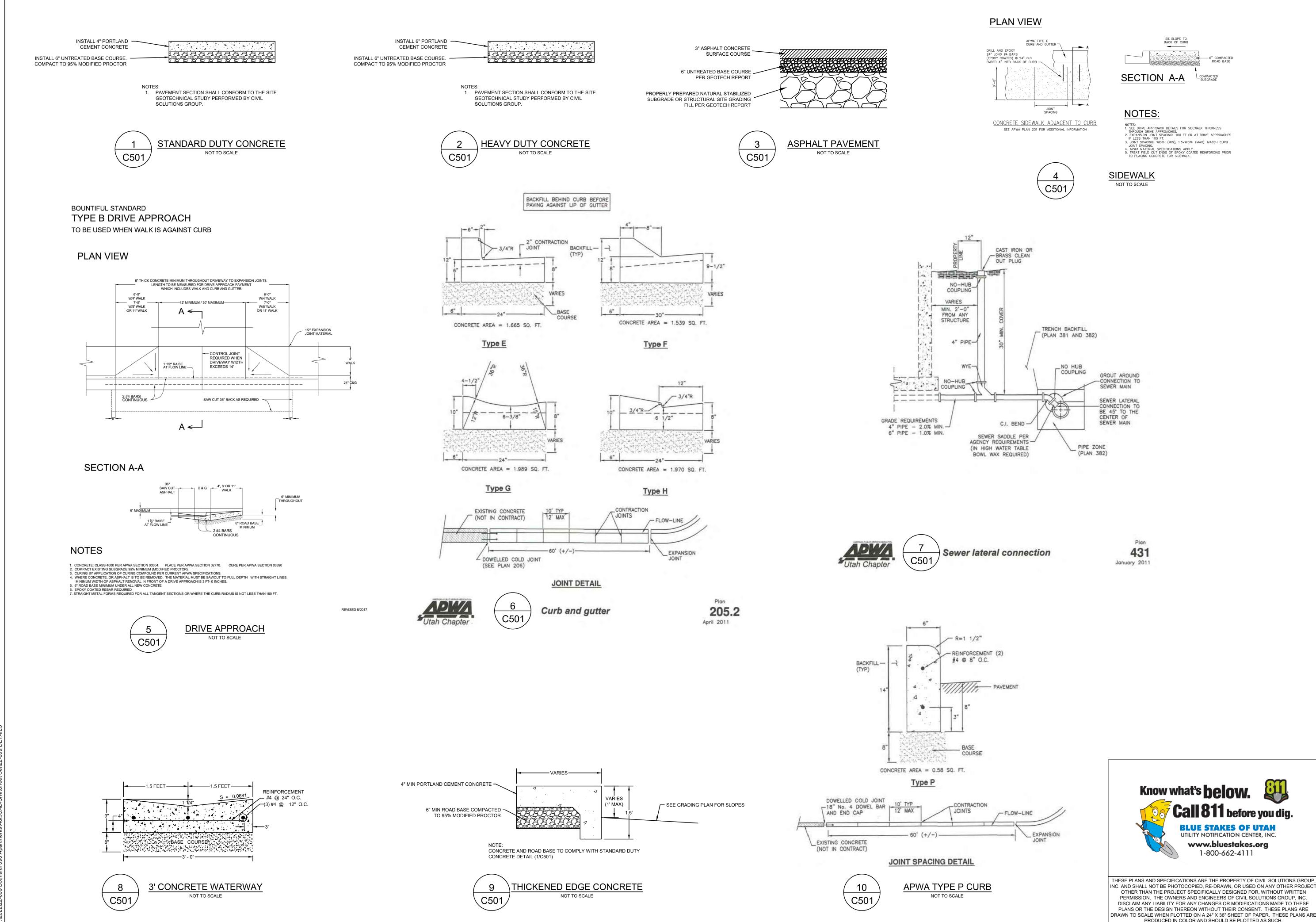
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A. OCHSENBEIN PROJECT MANAGER: W. SOUTHWICK

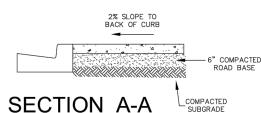
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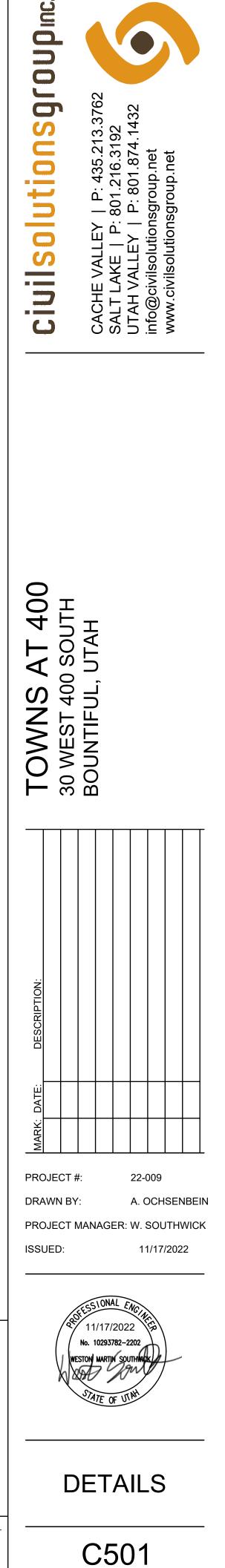


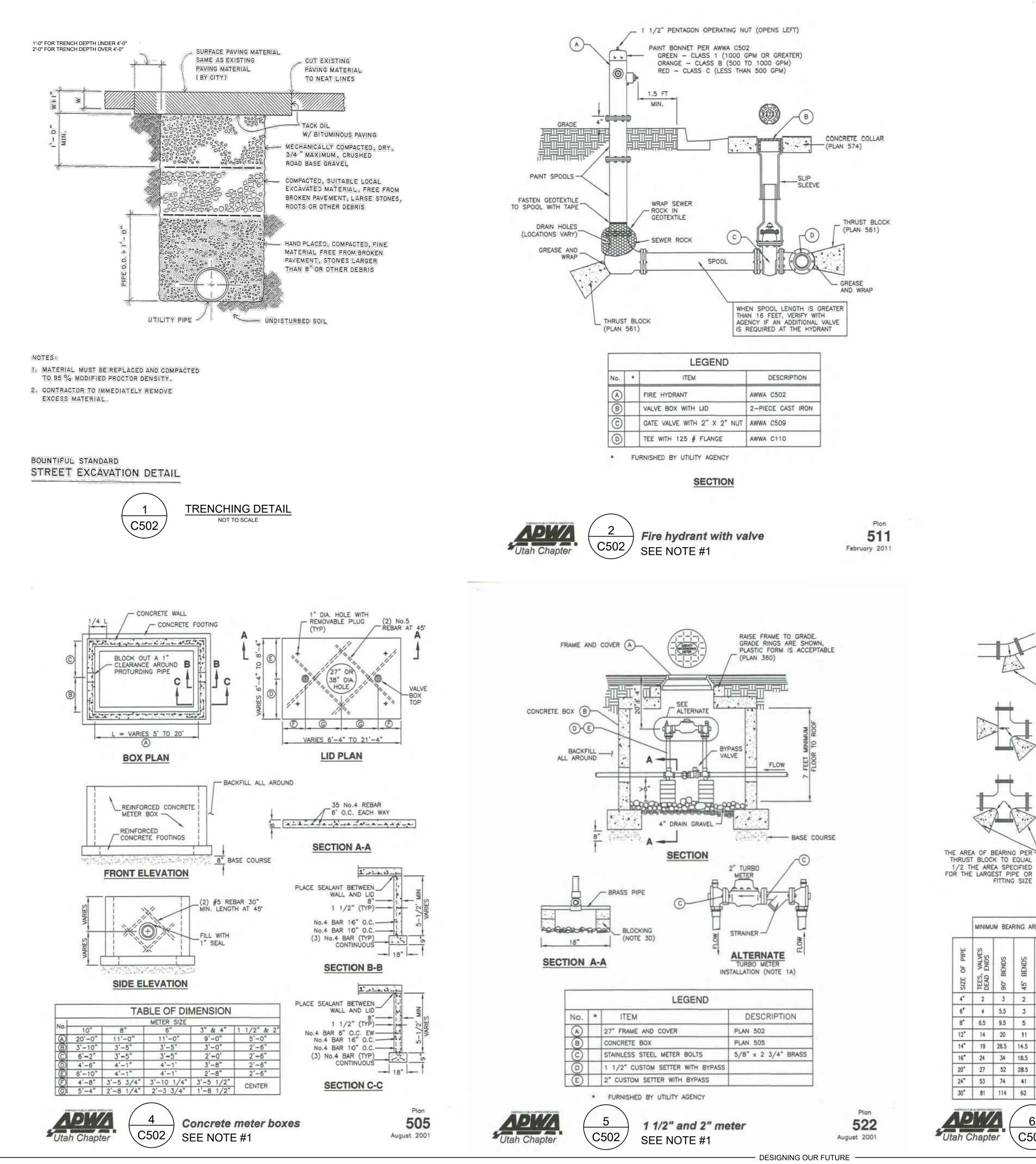


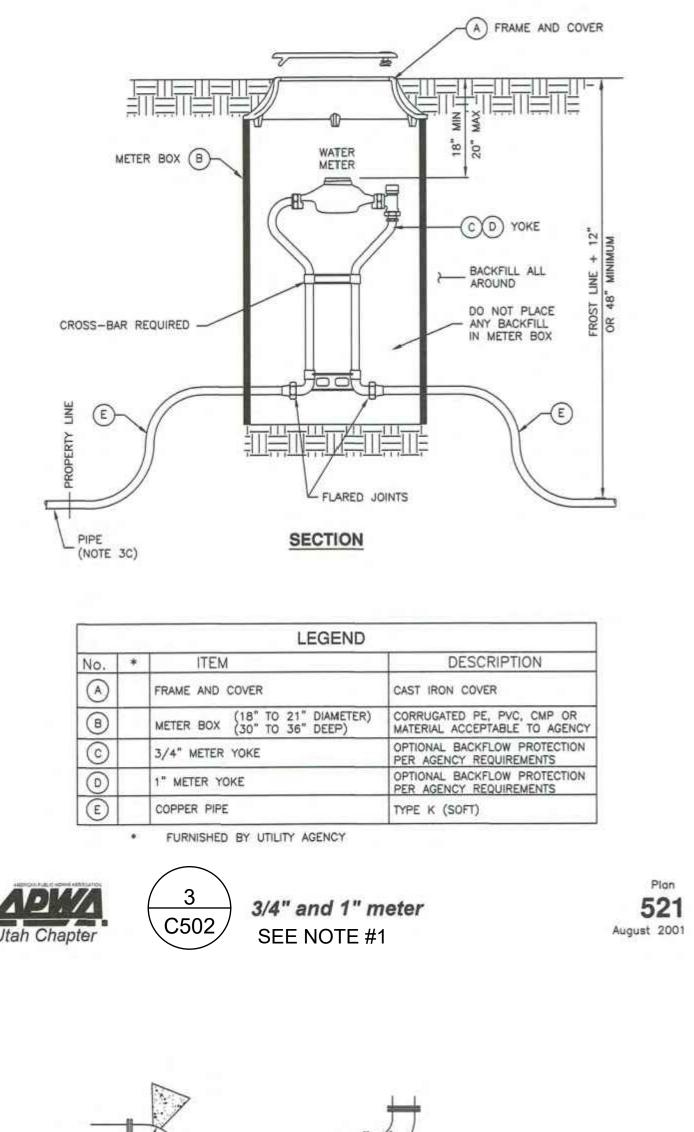
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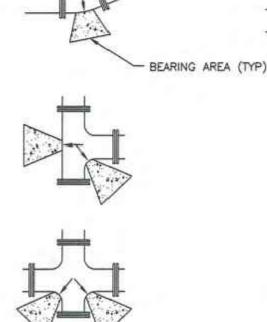


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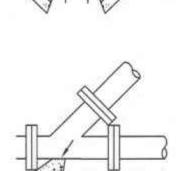






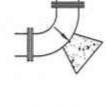


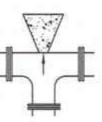
	MINIMU	im bea	RING A	REA IN	SQ. FT
SIZE OF PIPE	TEES, VALVES DEAD ENDS	90° BENDS	45' BENDS	22 1/2' BENDS	11 1/4' BENDS
4*	2	3	2	2	2
6*	4	5.5	3	2.5	2
8"	6.5	9.5	5	2.75	2.5
12"	14	20	11	5.5	3
14"	19	26.5	14.5	7.5	4
16*	24	34	18.5	9.5	6
20*	27	52	28.5	14.5	9
24"	53	74	41	21	12
30*	81	114	62	32	16

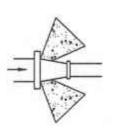


Direct bearing thrust block C502/SEE NOTE #1

LEGEND	
	DESCRIPTION
	CAST IRON COVER
1" DIAMETER) 6" DEEP)	CORRUGATED PE, PVC, CMP OR MATERIAL ACCEPTABLE TO AGENCY
	OPTIONAL BACKFLOW PROTECTION PER AGENCY REQUIREMENTS
	OPTIONAL BACKFLOW PROTECTION PER AGENCY REQUIREMENTS
	TYPE K (SOFT)





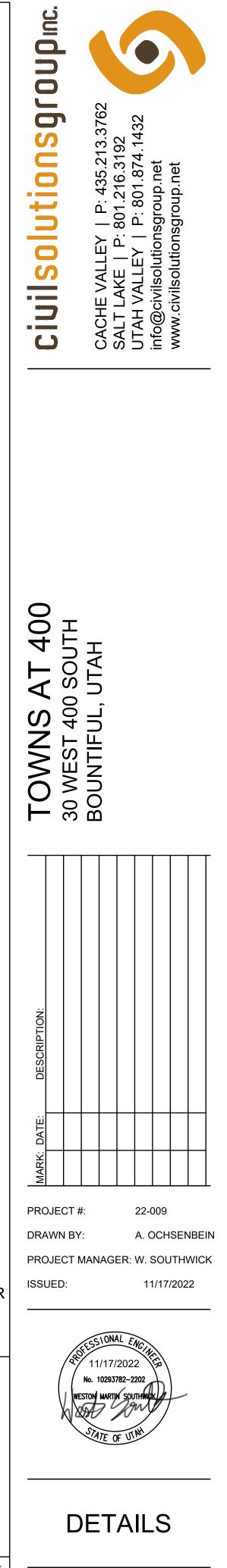


NOTES:

1. TO BE FURNISHED AND INSTALLED BY BOUNTIFUL CITY WATER DEPARTMENT. COORDINATE WITH BOUNTIFUL CITY WATER DEPARTMENT.

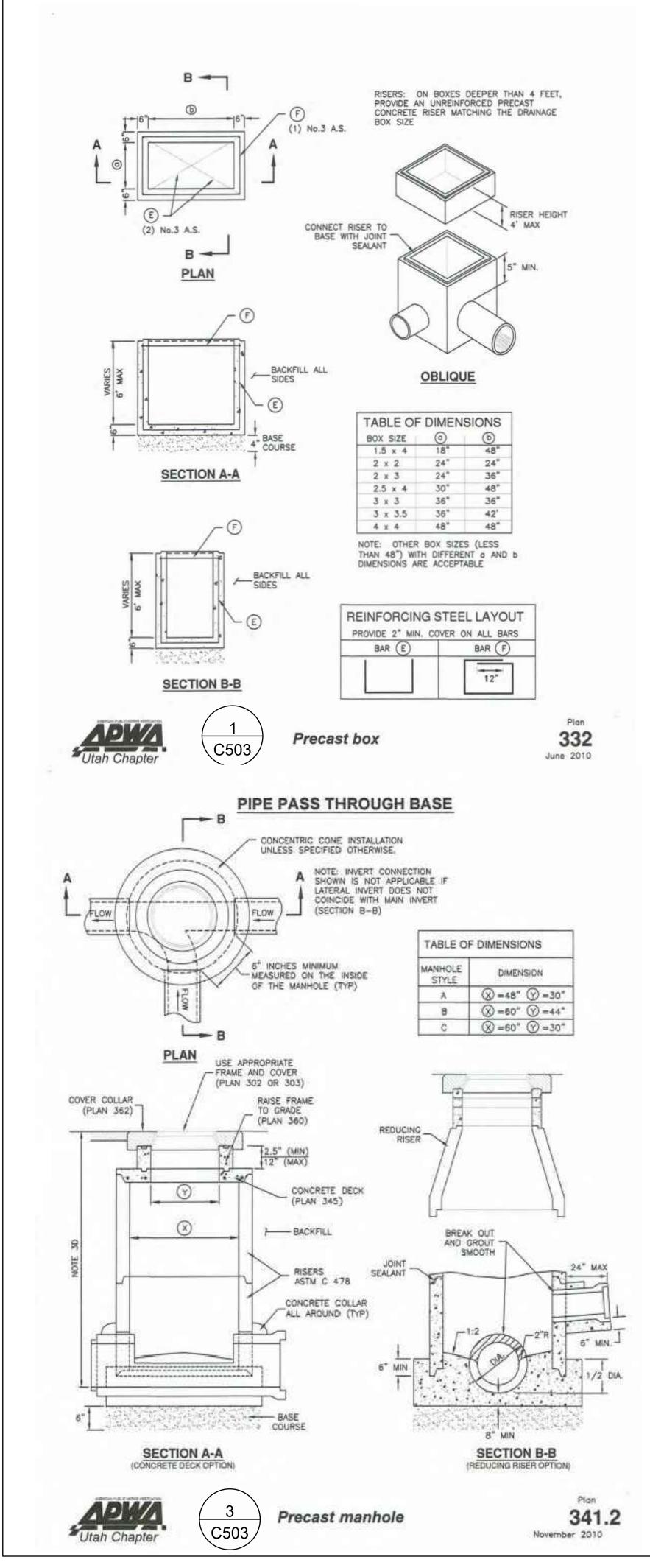


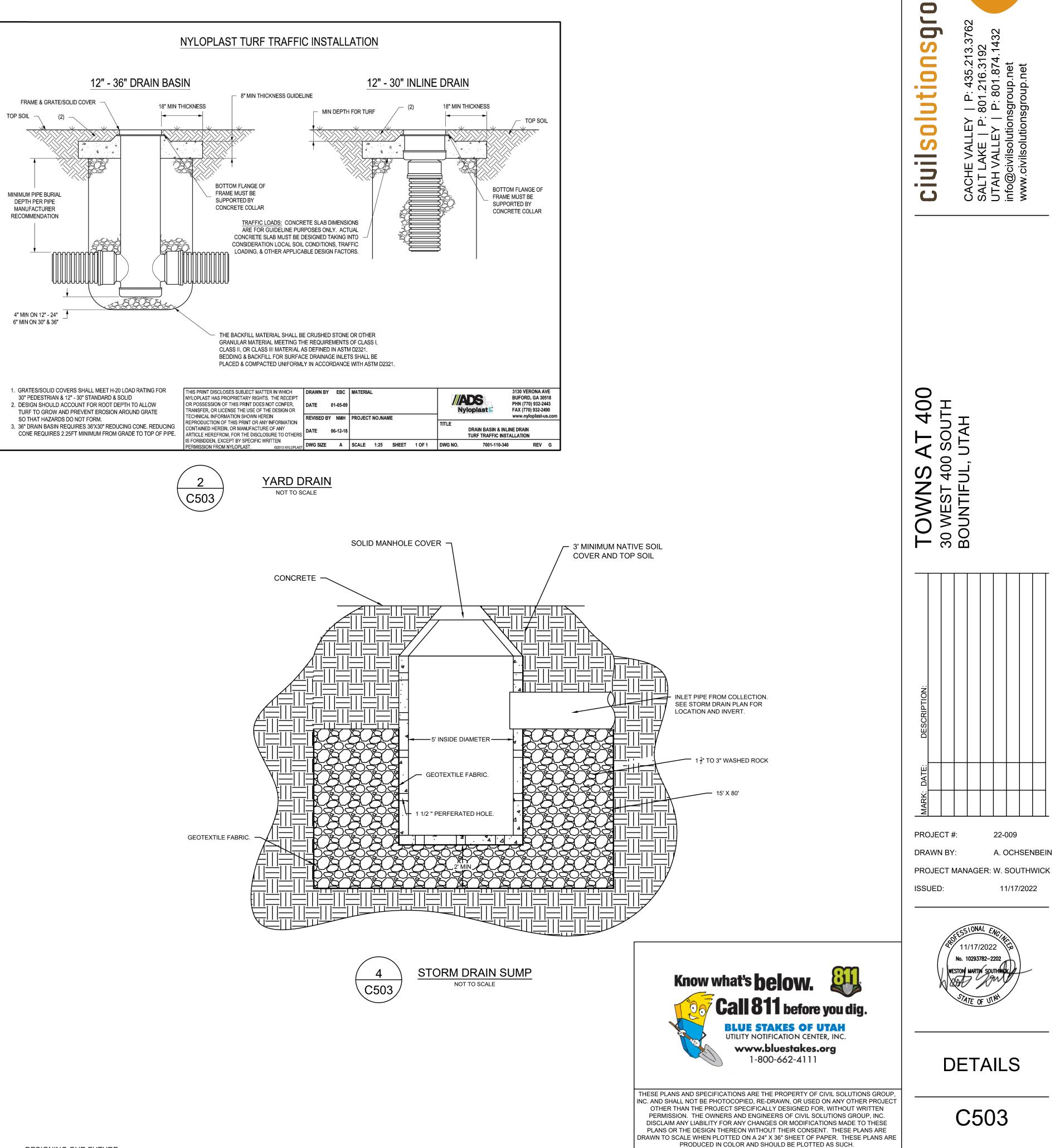
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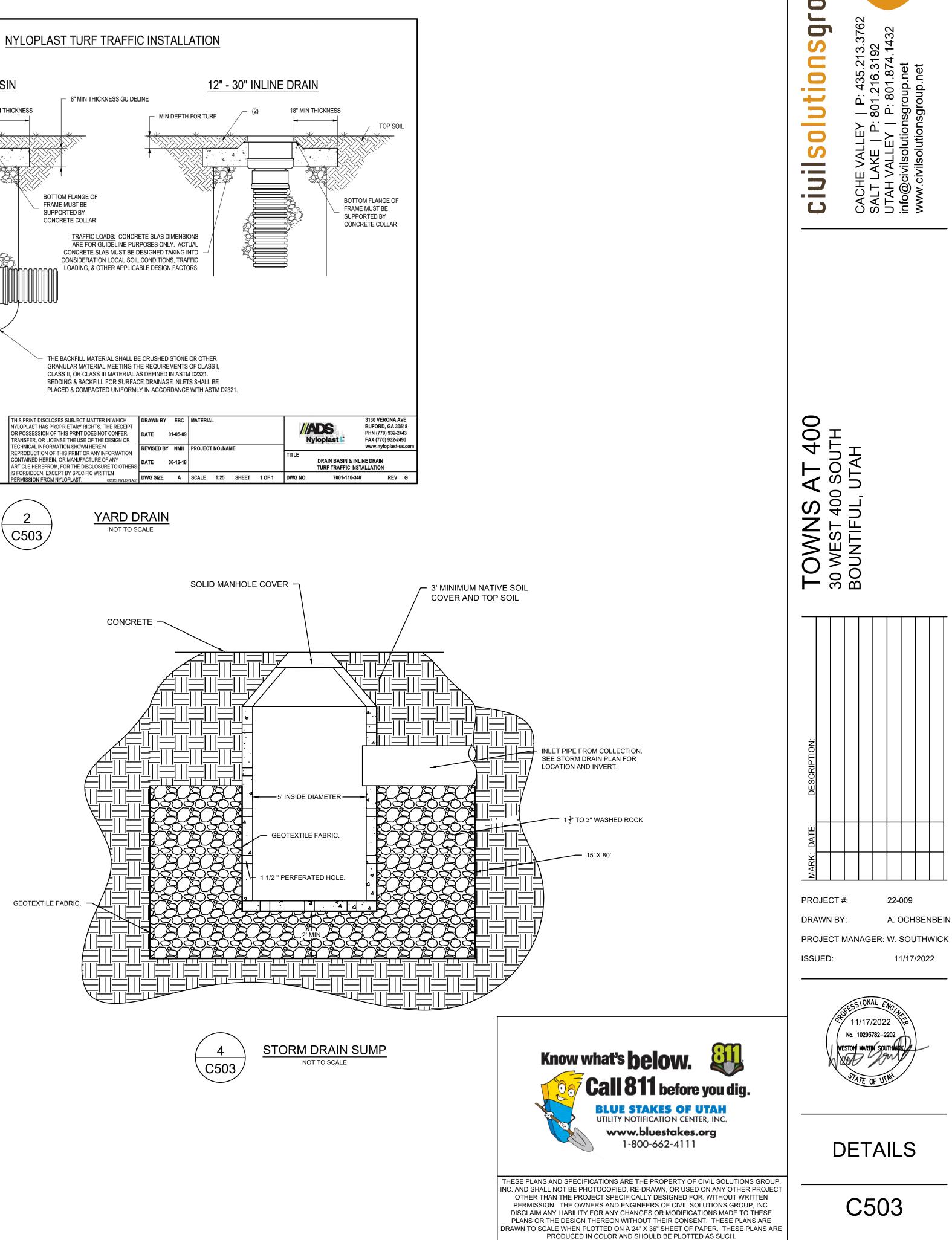






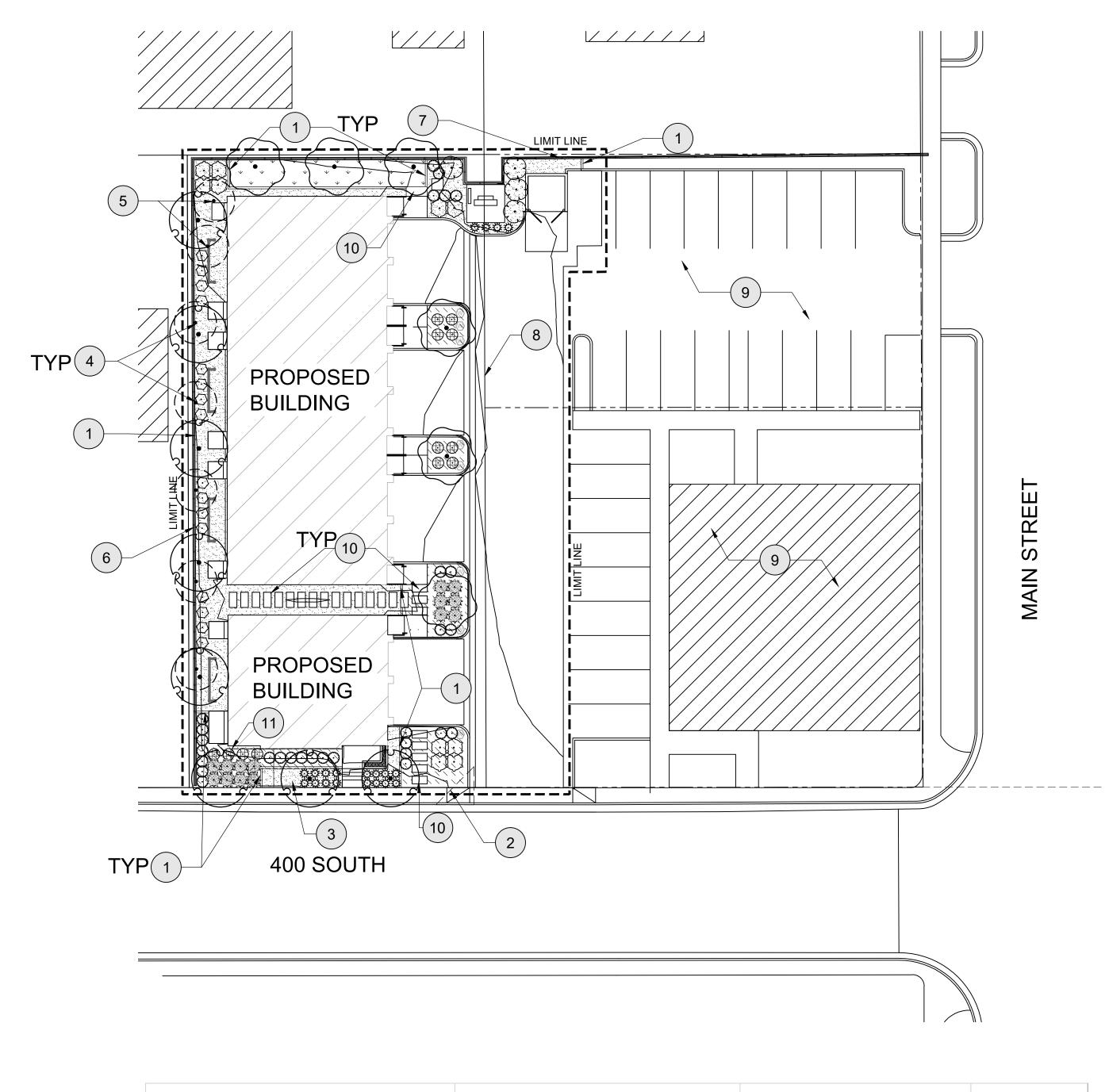








Inc.



SITE TREES	1 screening tree /750 SF required landsca
BITE TREES BITE SHRUBS	1 ornamental tree/750 SF required landsca 1 shrub/200 SF landscape area
STREET TREES - 400 SOUTH	1 tree/35 ft
ANDSCAPE AREA	10% plus 50 SF per unit

NUMBER REQUIRED	NUMBER PLANNED
2	5
2	6
8	62
3	3
1,294 + 50 SF X 8 UNITS = 1,695 SF	3167.2 SF

ANDSCAPE AT ELECTRICAL TRANSFORMER AND DUMPSTER ENCLOSURE ARE NOT PART OF THESE NUMBERS.

PLANT SCHEDULE					
TREES	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	<u>SIZE</u>	CAL
	AC2	8	ACER PLATANOIDES `CRIMSON SENTRY` / CRIMSON SENTRY MAPLE	B&B	2"CAL
$\overline{ \cdot }$	MR	6	MALUS X `ROYALTY` / ROYALTY CRABAPPLE	B&B	2"CAL
SHRUBS	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	HEIGHT
$\odot$	BG	29	BUXUS MICROPHYLLA `WINTER GEM` / GLOBE WINTER GEM BOXWOOD	5 GAL.	
$\left( \cdot \right)$	СН	4	CORNUS ALBA `BAILHALO` TM / IVORY HALO DOGWOOD	5 GAL.	
	JA	14	JUNIPERUS COMMUNIS `ALPINE CARPET` / JUNIPER	5 GAL.	
$\langle \cdot \rangle$	RR	16	RHAMNUS FRANGULA `FINE LINE` / FINE LINE BUCKTHORN	5 GAL.	
$\bigcirc$	RW	10	ROSA X `MEICOUBLAN` / WHITE MEIDILAND	5 GAL.	
PERENNIALS AND GRASSES	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	HEIGHT
$\bigcirc$	СК	12	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS	1 GAL.	
E#3	DW	11	DIANTHUS GRATIANOPOLITANUS 'FIREWITCH' / FIREWITCH CHEDDAR PINK	1 GAL	
sure Zive	PH	20	PENNISETUM ALOPECUROIDES `HAMELN` / HAMELN FOUNTAIN GRASS	1 GAL.	

REFERENC	CE NOTES SCHEDULE	
SYMBOL	DESCRIPTION	<u>QTY</u>
1	CONCRETE MOWSTRIP: 6" WIDE- SEE DETAIL	
2	10` X 10` SIGHT TRIANGLE AT DRIVEWAY INTERSECTION	
3	METER FOR IRRIGATION SYSTEM. SEE CIVIL PLANS FOR EXACT SIZE AND LOCATION. IRRIGATION PLAN BY OTHERS.	
4	EXISTING LARGE SHRUBS AND OTHER VEGETATION TO BE REMOVED ALONG WEST SIDE OF PROPERTY.	
5	EXISTING FLOWERING PEAR TREE TO BE REMOVED.	
6	EXISTING 6' VINYL FENCE TO REMAIN.	
7	EXISTING 6' CHAIN LINK FENCE WITH SLATS TO REMAIN.	
8	PARCEL LINE	
9	OUT OF SCOPE FOR THIS PROJECT	
10	4" CONCRETE OVER 4" COMPACTED BASE COURSE	
(11)	FUTURE RAMP. SEE CIVIL PLANS	
SYMBOL	DESCRIPTION	QTY
	TURF GRASS: SOD (IMPERIAL BLUE FROM CHANSHARE SOD OR APPROVED EQUAL) INSTALLED OVER 5" TOPSOIL LAYER.	363 SF
	BARK MULCH (SMALL BARK MULCH FROM MILLER COMPANIES LC OR APPROVED EQUAL) INSTALLED AT DEPTH OF 3" WITHOUT WEED BARRIER FABRIC. PLANTINGS WITHIN THIS AREA WILL INCLUDE TREES, SHRUBS, GRASSES AND PERENNIALS.	1,022 SF
	ROCK MULCH, 1" (WASATCH TAN CRUSHED ROCK FROM STAKER PARSON OR APPROVED EQUAL) INSTALLED AT DEPTH OF 3" INSTALLED OVER DEWITT PRO 5 BARRIER FABRIC.	1,924 SF

#### **GENERAL NOTES:** 1. CONTRACTOR TO VERIFY ALL QUANTITIES.

2. SEE L201 FOR PLANTING NOTES AND DETAILS.

### **IRRIGATION NOTES:**

- LANDSCAPE TO BE WATERED WITH AUTOMATIC IRRIGATION SYSTEM.
   IRRIGATION PLAN BY OTHERS. PROVIDE SLEEVES UNDER DRIVEWAYS TO
- PLANTING ISLANDS AS NEEDED.

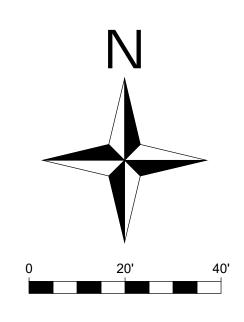
# DETAIL

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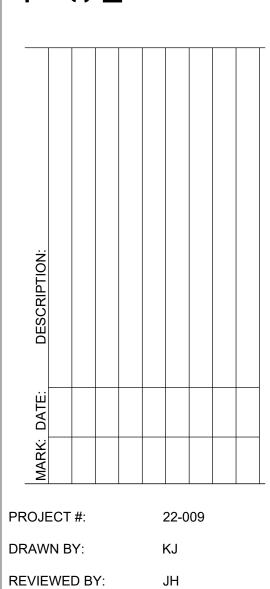


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11.17.2022

ISSUED:



L101



## LANDSCAPE NOTES & SPECIFICATIONS:

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO ANY SITE WORK, IRRIGATION AND LANDSCAPE WORK; CONTRACTOR SHALL REPORT ANY CONFLICTS TO THE OWNERS REPRESENTATIVE.
- 2. THE CONTRACTOR(S) AND SUBCONTRACTORS ARE 100% RESPONSIBLE FOR ANY DAMAGE OCCURRED BY CONTRACTOR/SUBCONTRACTORS TO BUILDINGS, VEHICLES, TREES, SIDEWALKS, CURBS, DRIVES, UTILITIES AND ALL PROPERTY OF THE OWNER. IF ANY DAMAGE OCCURS TO THE OWNER'S BUILDINGS, SITE, LANDSCAPE, AND PROPERTY THE CONTRACTOR MUST REPORT IT IMMEDIATELY AND WORK OUT A SOLUTION WITH OWNER'S
- 3. TIME IS OF THE ESSENCE AND THE OWNER IS RELYING ON THE LANDSCAPING TO BE COMPLETED IN A PROFESSIONAL AND TIMELY MANNER.
- 4. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION FROM THE PLANS OR SPECIFICATIONS MUST HAVE WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE.

PLANTING NOTES

- 5. THE PLANTING PLAN IS DIAGRAMMATIC, AND PLANT LOCATIONS ARE APPROXIMATE. IF NECESSARY ADJUST PLANTING LOCATION TO ACCOMMODATE UTILITIES AND OTHER **UN-FORESEEN OBSTACLES**
- 6. PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED ON PLANT SCHEDULE 7. THE CONTRACTOR SHALL VERIFY PLANT QUANTITIES AND NOTIFY THE LANDSCAPE ARCHITECT
- OF ANY DISCREPANCIES BETWEEN QUANTITIES AND SYMBOLS SHOWN. 8. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, SOLAR NEEDS, WATER NEEDS, AND CULTURE ONLY AS APPROVED BY THE OWNER'S REP.
- 9. PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE MOISTENED BEFORE PLANTINGS.
- 10. ALL GRASS SEED AREAS SHALL RECEIVE A MINIMUM OF SIX (6) INCHES OF IMPORTED TOPSOIL AND TEN (10) INCHES IN PLANTING BEDS. ALL TOPSOIL USED ON THIS PROJECT SHALL MEET THE FOLLOWING CRITERIA:
- 10.1. pH: 5.5 8.0 10.2. MINIMUM 1% PERCENT ORGANIC MATTER]
- 10.3. TEXTURE (PARTICLE SIZE PER USDA SOIL CLASSIFICATION): SAND: <70%, CLAY: <30%
- 10.4. SILT: = BALANCE 10.5. STONE FRAGMENTS (GRAVELS OR ANY SOIL PARTICLE GREATER THAN 2 MM IN SIZE): <5%
- (BY VOLUME) 11. IN ADDITION, THE SOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM AND SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE FREE OF STONES, LUMPS, CLODS OF HARD EARTH, PLANTS OR THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER. THE SOIL SHALL CONTAIN NO NOXIOUS WEEDS NOR THEIR SEEDS. IT SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
- 12. THE FOLLOWING PROCEDURES SHALL BE FOLLOWED IN PLACING ALL TOPSOIL 12.1. SUB-GRADE MATERIAL SHALL BE ROUGH GRADED TO PLUS OR MINUS 0.1 FEET OF A FINAL ROUGH GRADE WHICH WILL ALLOW THE CONTRACTOR TO ACHIEVE FINAL FINISH GRADE THROUGH THE INSTALLATION OF IMPORTED TOPSOIL
- 12.2. SCARIFY SURFACE OF SUB-GRADE TO A TWO (2) INCH DEPTH TO PROVIDE TRANSITION ZONE BETWEEN SUB-GRADE AND TOPSOIL. PLACE TOPSOIL ON SUB-GRADE AND FINE GRADE TO FINAL FINISH GRADE AND TOPSOIL DEPTHS AS INDICATED ON THE DRAWINGS AND IN THESE NOTES
- 12.3. FINISH GRADE TO BE 1" BELOW TOP OF CURB OR WALK FOR TURF AREAS, 2" FOR PLANTER BEDS
- 12.4. LANDSCAPE CONTRACTOR SHALL MAINTAIN A MINIMUM 3% DRAINAGE AWAY FROM ALL BUILDINGS, STRUCTURES, AND WALLS. FINISHED GRADES SHALL BE SMOOTHED TO ELIMINATE STANDING WATER, UNLESS SPECIFIED ON GRADING PLAN (SEE CIVIL SET). 12.5. ALL FINISHED GRADES SHALL BE APPROVED BY THE OWNER/OWNER'S AUTHORIZED
- REPRESENTATIVE PRIOR TO INSTALLATION OF ANY PLANT MATERIALS.
- 13. CONTRACTOR SHALL HAVE THE OWNER'S REP. APPROVE PLANT MATERIAL SIZE AND QUALITY PRIOR TO INSTALLATION. ANY PLANTS WHICH ARE NOT TRUE TO FORM, APPEAR STRESSED OR UNHEALTHY, INFESTED WITH PESTS, OR UNDERSIZED FOR THEIR CONTAINERS SHALL BE REJECTED
- 14. PLANT MATERIAL SHALL NOT BE ROOT BOUND. THREE [3] GALLON PLANTS AND LARGER SHALL HAVE BEEN GROWN IN CONTAINERS FOR A MINIMUM OF SIX (6) MONTHS UP TO A MAXIMUM OF TWO (2) YEARS. PLANTS SHALL EXHIBIT HEALTHY GROWTH AND BE FREE OF DISEASES AND PESTS. BARE ROOT MAY BE USED WHEN APPROVED BY OWNER'S REP.
- 15. ALL TREES SHALL BE 2" CALIPER SIZE MEASURED 12" ABOVE THE GROUND. 16. PLANTS SHALL NOT BE PLACED WITHIN TWELVE [12] INCHES OF SPRINKLER HEADS.
- 17. PLANTING PROCEDURES FOR ALL PLANT MATERIALS, ESPECIALLY TREES, SHALL BE AS FOLLOWS:
- 17.1. DIG PLANTING HOLE THREE (3) TIMES THE WIDTH OF THE ROOT BALL, AND SAME DEPTH AS THE ROOT BALL DEPTH. SIDES OF HOLE SHOULD BE ROUGHENED AND NOT SMOOTH OR SCULPTED.
- 17.2. FOR CONTAINER PLANTS, REMOVE CONTAINER AND PLACE ROOT BALL IN CENTER OF HOLE, WITH ROOT BALL RESTING ON UNDISTURBED SOIL. ROOT CROWN OR COLLAR SHALL BE AT OR JUST ABOVE FINISHED GRADE.
- 17.3. FOR BALLED AND BURLAP PLANTS, PLACE ROOT BALL IN CENTER OF HOLE AND RESTING ON UNDISTURBED GROUND. CUT AND REMOVE WIRE BASKET AND BURLAP OR OTHER WRAPPING MATERIAL FROM ROOT BALL THIS MAY BE DONE WITH ROOT BALL IN HOLE. BURLAP OR WIRE PIECES UNDERNEATH THE ROOT BALL MAY BE LEFT IF THEY CANNOT BE REMOVED. DO NOT FOLD BURLAP OVER, BUT CUT AWAY AS MUCH AS POSSIBLE WITHOUT DISTURBING ROOT BALL. BACKFILL BOTTOM THIRD (1/3) OF HOLE AS WIRE AND BURLAP ARE REMOVED.
- 17.4. PLACE PLANT IN THE HOLE AND BACKFILL TO HALFWAY POINT AND PLACE AGRIFORM PLANTING TABLETS IN THE HOLE ABOUT 1-2 INCHES AWAY FROM THE ROOT TIPS. DO NOT PLACE TABLETS IN THE BOTTOM OF THE PLANTING HOLE. SEE DETAIL AND CHART FOR SUGGESTED APPLICATION RATES.
- 17.5. FINISH FILLING THE HOLE AROUND THE PLANT TO GRADE LEVEL
- 17.6. THOROUGHLY WATER PLANT, THEN COMPLETE BACKFILLING THE HOLE. FORM A WATERING BASIN AROUND THE PLANT AND THOROUGHLY WATER AGAIN.
- 18. MONITOR ALL PLANTS TO INSURE THAT NO SETTLING OCCURS.
- 19. THE LANDSCAPE CONTRACTOR SHALL LEAVE SITE IN A CLEAN CONDITION, REMOVING ALL UNUSED MATERIAL, TRASH AND TOOLS.
- 20. AT SUBSTANTIAL COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNER AND ARRANGE FOR A WALK THROUGH. SUBSTANTIAL COMPLETION SHALL BE DEFINED AS COMPLETION OF ALL WORK OUTLINED IN THE PLANS AND SPECIFICATIONS WITH THE EXCEPTION OF FINAL CLEAN UP AND DEMOBILIZATION. WORK MUST BE FULLY COMPLETED ACCORDING TO ALL PLANS, NOTES, AND SPECIFICATIONS AND EXHIBIT PROFESSIONAL WORKMANSHIP. A MAINTENANCE PERIOD WILL BEGIN ON THE DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION BY OWNER.
- 1. LANDSCAPE CONTRACTOR TO PROVIDE DETAILED AS BUILT DRAWINGS TO OWNERS REPRESENTATIVE UPON COMPLETION OF LANDSCAPE PLANTING. THE DRAWING TO SHOW LOCATION OF: BUILDING, HARDSCAPES, AND ALL PLANT MATERIAL (TREES, SHRUBS, GRASSES, PERENNIALS AND OTHERS). THE AS-BUILT DRAWINGS MUST USE THE BOTANIC NAMES OF SPECIES INSTALLED. THE CONTRACTOR MUST REVIEW THE AS-BUILT DRAWINGS WITH OWNERS REPRESENTATIVE PRIOR TO COMPLETION OF PROJECT.
- 22. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS UNTIL PROJECT COMPLETION AS DETERMINED BY THE OWNER'S REP. TURF SHALL BE CONSIDERED FULLY ESTABLISHED WHEN GRASS STANDS COME IN UNIFORM AND THICK, WITH NO BARE OR THIN SPOTS, AND ROOTS HAVE BEGUN TO SPREAD AND KNIT TOGETHER. NO WEEDS SHALL BE ALLOWED IN THE GRASS. THE MAINTENANCE WORK REQUIRED SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: 22.1. DAILY WATERING OF ALL PLANT MATERIAL
- 22.2. WEEDING AND REMOVAL OF ALL WEEDS FROM GROUND COVER AND PLANTING AREAS.
- 22.3. REPLACEMENT OF ANY DEAD, DYING, OR DAMAGED TREES, SHRUBS OR GROUNDCOVER. 22.4. FILLING AND REPLANTING OF ANY LOW AREAS WHICH MAY CAUSE STANDING WATER.
- 22.5. ADJUSTING OF SPRINKLER HEAD HEIGHTS AND WATERING PATTERNS.
- 22.6. FILLING AND RE-COMPACTION OF ERODED AREAS, ALONG WITH ANY REQUIRED RE-SEEDING AND/OR RE-PLANTING.
- 22.7. GRASS SHALL BE MOWED WHEN BLADES REACH THREE [3] INCHES TALL. NO MORE THAN ONE THIRD (1/3) OF THE BLADE SHALL BE REMOVED PER CUTTING. CUTTING FREQUENCY SHALL BE ONCE EVERY FIVE (5) TO SEVEN (7) DAYS.
- 22.8. WEEKLY REMOVAL OF ALL TRASH, LITTER, CLIPPINGS AND ALL FOREIGN DEBRIS.

23. CONTRACTOR TO FERTILIZE TREES, SHRUBS, PERENNIALS AND GRASSES WITH MILLERS A TO Z MIX ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

- 24. PLANT QUALITY AT OR BELOW THE SOIL LINE: 24.1. A MINIMUM OF THREE STRUCTURAL ROOTS REASONABLY DISTRIBUTED AROUND THE TRUNK SHALL BE FOUND IN EACH PLANT. PLANTS WITH STRUCTURAL ROOTS ON ONLY ONE
- SIDE OF THE TRUNK (J ROOTS) SHALL BE REJECTED. 24.2. THE ROOT CROWN MUST NOT BE MORE THAN TWO INCHES BELOW THE SOIL LINE. THE TOP TWO STRUCTURAL ROOTS SHALL BE NO MORE THAN TREE INCHES BELOW THE SOIL LINE WHEN MEASURED FOUR INCHES RADIAL TO THE TRUNK. THE TOP OF THE OTHER STRUCTURAL ROOT SHALL BE NO GREATER THAN FIVE INCHES BELOW THE SOIL LINE WHEN MEASURED FOUR INCHES RADIAL TO THE TRUNK. THE GROWER MAY REQUEST A MODIFICATION TO THIS REQUIREMENT FOR SPECIES WITH ROOTS THAT RAPIDLY DESCEND,
- PROVIDED THAT THE GROWER REMOVES ALL CIRCLING ROOTS ABOVE THE STRUCTURAL ROOTS ACROSS THE TOP OF THE STRUCTURAL ROOTS. 24.3. THE ROOT SYSTEM SHALL BE REASONABLY FREE OF ROOT DEFECTS INCLUDING POTENTIALLY
- STEM-GIRDLING ROOTS ABOVE THE ROOT COLLAR AND MAIN STRUCTURAL ROOTS, VERTICAL ROOTS, AND/OR KINKED ROOTS FROM NURSERY PRODUCTION PRACTICES, INCLUDING ROOTS ON THE INTERIOR OF THE ROOT BALL 24.3.1.REASONABLE AND REASONABLY - WHEN USED IN THIS SPECIFICATION RELATIVE TO
- PLANT QUALITY ARE INTENDED TO MEAN THAT THE CONDITIONS CITED WILL NOT AFFECT THE ESTABLISHMENT OR LONG-TERM STABILITY, HEALTH, OR GROWTH OF THE PLANT. THIS SPECIFICATION RECOGNIZES THAT IT IS NOT POSSIBLE TO PRODUCE PLANTS FREE OF ALL DEFECTS AND THAT SOME DECISIONS CANNOT BE TOTALLY BASED ON MEASURED FINDINGS, SO PROFESSIONAL JUDGEMENT IS REQUIRED. IN CASES OF DIFFERING OPINION THE LANDSCAPE ARCHITECT SHALL DETERMINE WHEN CONDITIONS WITHIN THE PLANT ARE JUDGED AS REASONABLE.
- 24.3.2. THE FINAL PLANT GROWER SHALL BE RESPONSIBLE FOR CERTIFYING THAT THE PLANTS HAVE BEEN ROOT PRUNED AT EACH STEP IN THE PLANT PRODUCTION PROCESS TO REMOVE STEM-GIRDLING ROOTS AND KINKED ROOTS, OR SHALL ENSURE THAT THE PREVIOUS LINER PRODUCTION SYSTEM USED OTHER PRACTICES THAT PRODUCE A ROOT SYSTEM THROUGHOUT THE ROOT BALL THAT MEETS THESE SPECIFICATIONS. REGARDLESS OF THE WORK OF PREVIOUS GROWERS, THE PLANT'S ROOT SYSTEM SHALL BE MODIFIED AT THE FINAL PRODUCTIONS STAGE TO PRODUCE THE REQUIRED PLANT ROOT QUALITY. THE FINAL GROWER SHALL CERTIFY IN WRITING THAT ALL PLANTS ARE REASONABLY FREE OF ROOT DEFECTS AS DEFINED IN THIS SPECIFICATION AND THAT THE TREE HAS BEEN GROWN AND HARVESTED TO PRODUCE A PLANT THAT MEETS THESE SPECIFICATIONS.
- 24.4. ALL PLANTS MAY BE INSPECTED AT THE SUPPLIER'S NURSERY. THE LANDSCAPE ARCHITECT MAY MAKE INVASIVE INSPECTION OF THE ROOT BALL AS NEEDED TO VERIFY THAT PLANTS MEET THE REQUIREMENTS. INSPECTIONS OF CONTAINER TREES MAY REQUIRE RANDOM CUTTING INTO THE INTERIOR ROOT BALL OF UP TO 2 PERCENT BUT NOT FEWER THAN TWO TREES OF EACH TYPE OF TREE IN A CONTAINER AT EACH SOURCE NURSERY. SUCH CUTTING AND INSPECTION MAY RENDER THE CONTAINER TREE UNSUITABLE FOR PLANTING. FINDINGS OF THE ROOT INSPECTIONS SHALL BE CONSIDERED AS REPRESENTATIVE OF ALL TREES OF THAT TYPE FROM THAT SOURCE.
- 24.5. CONTAINER-GROWN PLANTS, IN ADDITION TO THE ABOVE REQUIREMENTS, SHOULD COMPLY WITH THE FOLLOWING:
- 24.5.1.1. CONTAINER-GROWN PLANTS MAY BE PERMITTED ONLY WHEN INDICATED ON THE DRAWING OR THIS SPECIFICATION. 24.5.2.CONTAINER-GROWN STOCK SHALL HAVE BEEN GROWN IN A CONTAINER LONG ENOUGH
- FOR THE ROOT SYSTEM TO HAVE DEVELOPED 24.6. SUFFICIENTLY TO HOLD ITS POTTING MEDIUM TOGETHER BUT NOT SO LONG AS TO HAVE DEVELOPED ROOTS THAT ARE MATTED OR CIRCLING AROUND THE EDGE OR INTERIOR OF THE ROOT MASS. PLANTS SHALL HAVE BEEN ROOT PRUNED AT EACH CHANGE IN CONTAINER
- SIZE 24.6.1.PLANTS THAT FAIL TO MEET ANY OF THE ABOVE REQUIREMENTS SHALL BE MODIFIED TO CORRECT DEFICIENCIES IF APPROVED BY THE LANDSCAPE ARCHITECT. MODIFICATION SHALL INCLUDE THE FOLLOWING:
- 24.6.1.1. SHAVING ALL CIRCLING ROOTS ON THE EXTERIOR OF THE ROOT MASS DEEP ENOUGH SO THAT ALL CUT ROOTS ENDS ARE ROUGHLY RADIAL TO THE TRUNK. 24.6.1.2. REMOVAL OF ALL ROOTS ABOVE THE TOP OF THE MAIN STRUCTURAL ROOTS AND
- TRUNK FLARE INCLUDE ANY ROOTS THAT ARE IMPRINTS FROM PREVIOUS SMALLER CONTAINERS. (THE ABOVE MODIFICATIONS SHALL NOT BE CAUSE TO ALTER THE WARRANTY PROVISIONS OF THIS SPECIFICATION.)

#### TREE STAKING:

- 31. LANDSCAPE CONTRACTOR TO PROVIDE BID TO STAKE UP TO 50% OF TREES. 32. THE OWNER/OWNERS REPRESENTATIVE SHALL HAVE THE AUTHORITY TO REQUIRE THAT
- TREES ARE STAKED OR TO REJECT STAKING AS AN ALTERNATIVE WAY TO STABILIZE THE TREE. 33. TREES THAT REQUIRE HEAVILY MODIFIED ROOT BALLS TO MEET THE ROOT QUALITY STANDARDS
- MAY BECOME UNSTABLE. THE OWNER/OWNERS REP MAY CHOOSE TO REJECT THESE TREES RATHER THAN UTILIZE STAKING TO TEMPORARILY SUPPORT THE TREE.
- 34. STAKES SHALL BE LODGE POLE STAKES FREE OF KNOTS AND OF DIAMETERS AND LENGTHS APPROPRIATE TO THE SIZE OF PLANT AS REQUIRED TO ADEQUATELY SUPPORT THE PLANT. 35. PLANTS SHALL STAND PLUMB AFTER STAKING
- REMOVE TREE STAKING AFTER THE FIRST FULL GROWING SEASON UNLESS DIRECTED BY THE OWNER/OWNERS REP.

# MULCH:

- 36. ALL PLANTER BEDS ARE TO RECEIVE ROCK MULCH AS SPECIFIED ON PLANS OR APPROVED EQUAL BY OWNER'S REP.
- 37. PRIOR TO PLACEMENT OF WEED FABRIC, TREAT AREAS WITH PRE-EMERGENT 38. HERBICIDE ACCORDING TO MANUFACTURERS RECOMMENDATIONS.

WEED FABRIC:

39. AREAS TO RECEIVE WEED BARRIER FABRIC INCLUDE PLANTER BEDS WITH ROCK MULCH. CONTRACTOR TO INSTALL DEWITT PRO 5 WEED FABRIC. CONTRACTOR TO INSTALL WEED BARRIER PER MANUFACTURERS RECOMMENDATIONS INCLUDING THE USE OF STAPLES AS OFTEN AS RECOMMENDED.

# MAINTENANCE & WARRANTIES:

- 40. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE TREES, PLANTER BEDS (INCLUDING WEEDING), SHRUB PRUNING, WATERING THE PLANTS AND IRRIGATION SYSTEM FOR THE DURATION OF THE CONSTRUCTION PERIOD.
- 41. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF LANDSCAPE FOR 90 DAYS PAST THE FINAL INSPECTION. THE MAINTENANCE IS TO INCLUDE: WEEDING PLANTER BED AREAS, SPRAYING THE SOD AREAS FOR WEEDS AND FERTILIZATION (1 APPLICATION AFTER
- INITIAL APPLICATION), MOWING, TRIMMING, AND IRRIGATION REPAIRS. 42. ALL SHRUBS AND GROUND COVERS SHALL BE GUARANTEED BY THE CONTRACTOR AS TO GROWTH AND HEALTH FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE MAINTENANCE PERIOD AND FINAL ACCEPTANCE. ALL TREES SHALL BE GUARANTEED BY THE CONTRACTOR TO LIVE AND GROW IN AN ACCEPTABLE UPRIGHT POSITION FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE SPECIFIED MAINTENANCE PERIOD AND FINAL ACCEPTANCE.
- 43. THE ONLY CONDITIONS WHICH RELIEVE THE CONTRACTOR FROM THE GUARANTEE OF PLANT MATERIALS AS DESCRIBED ABOVE ARE THOSE WHICH CAN BE SHOWN ARE A DIRECT RESULT OF IMPROPER CARE OR WATERING BY THE OWNER AFTER THE MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD.
- 44. THE CONTRACTOR, WITHIN FIFTEEN (15) DAYS AFTER RECEIVING WRITTEN NOTIFICATION BY THE OWNERS REP., SHALL REMOVE AND REPLACE ALL GUARANTEED PLANT MATERIALS WHICH FAIL TO MEET THE REQUIREMENTS OF THE GUARANTEE. REPLACEMENT SHALL BE MADE WITH PLANT MATERIALS AS INDICATED OR SPECIFIED ON THE ORIGINAL PLANS, AND ALL SUCH REPLACEMENT MATERIALS SHALL BE GUARANTEED AS SPECIFIED FOR THE ORIGINAL MATERIALS.

AGRIFORM® 20-10-5 PLANTING TABLETS PLUS MINORS

SUGGESTED APPLICATION RATES

Agriform<sup>®</sup> 21-gm Tablets (SKU# E90026\*, G90026)

Tree / Shrub Container Size

1 gal | 2 gal | 3 gal | 5 gal | 7 gal | 15 gal | 24"box

Maintenance Rates for Established Plantings

(Plant Height or Spread)

3 to 4

2to 4 4 to 6 6 to 8 8 to 10 10 to 12

4.S-6 ft. 6-7.S ft. 7.S-9 ft. additiona

4 to S

-- AGRIFORM 20-10-5

AGRIFORM 20-10-5 PLANTING TABLETS

ROOTBALL

2 X ROOTBALL

12" AT 1 GALLON

22" AT 5 GALLON

32" AT 15 GALLON

GRADE

SPECIFIED.

- BACKFILL

3293-01

SET ROOTBALL CROWN I" HIGHER

- FINISHED GRADE.

329333.13-01

THAN SURROUNDING FINISHED

AWAY FROM ROOTBALL

- 2" MULCH IN WATER WELL.

- PLANT FERTILIZER TABLETS AS

COMPACTED AT BOTTOM OF HOLE

NATIVE SOIL MIX FIRMLY

Sto 6

18"

add 1

add 1

2

(\*available in Canada SKU#E98355)

Installation 1 1 to 2 2 to 3 2 to 3 3 to 5 7 to 10 15 to 24

Agriform<sup>®</sup> 10-gm Tablets (SKU# E90805, G90805)

Application Rate for Well-Rooted Liners (Quart to gallon size)

1 to 2 tablets for each plant

Agriform<sup>®</sup> 5-gm Tablets (SKU# E90915, G90915)

Application Rate for Small Ground Cover/Perennials(Quart size or smaller)

1 tablet for each plan

PLANTING TABLET SHALL BE TIGHTLY COMPRESSED, LONG LASTING AND SLOW RELEASE.

POTASSIUM (K) ANALYSIS OF 20-10-5 AND TRACE ELEMENTS DERIVED FROM THE SOURCES

WEIGHTS OF 5, 10, AND 21 GRAMS WITH A NITROGEN (N), PHOSPHORUS (P), AND

36-54"

2 to 3

18-36"

1 to 2

Always refer to label instructions before application

or les:

Growing

Fast

BID SPECIFICATIONS:

LISTED IN THE GUARANTEED ANALYSIS.

NOT TO SCALE

WATER WELL 4" HIGH -

WELL AT LAWN AREA

AT AT

EXCAVATE SIDES OF -

SLOPE OF THE PIT AT

45 DEGREE ANGLE

IOT TO SCAL

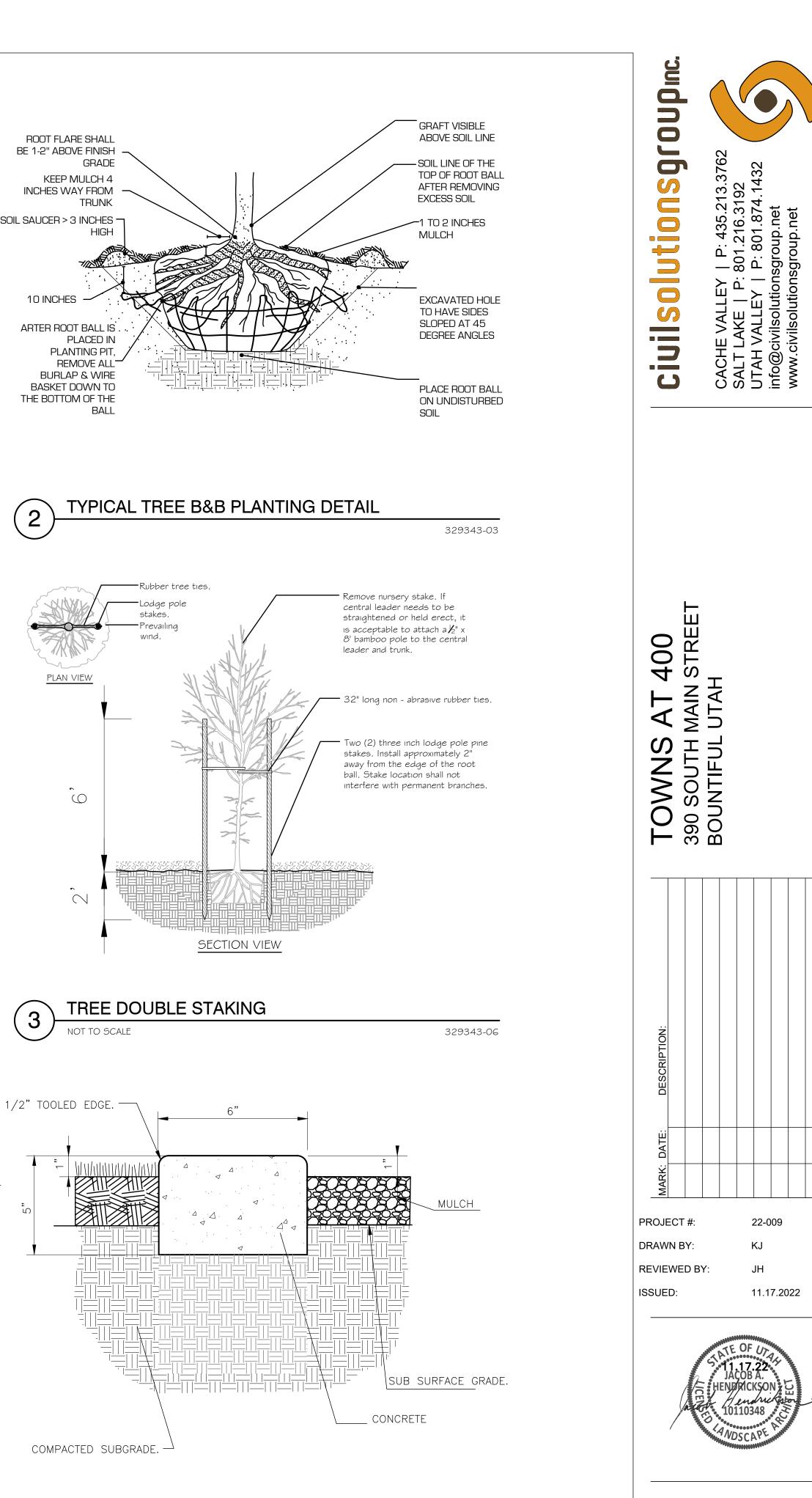
DESIGNING OUR FUTURE

SHRUB PLANTING

,4 ø

AT SHRUB, NO WATER

Growing



# 6"X6" CONCRETE MOW STRIP AT PLANTER EDGE

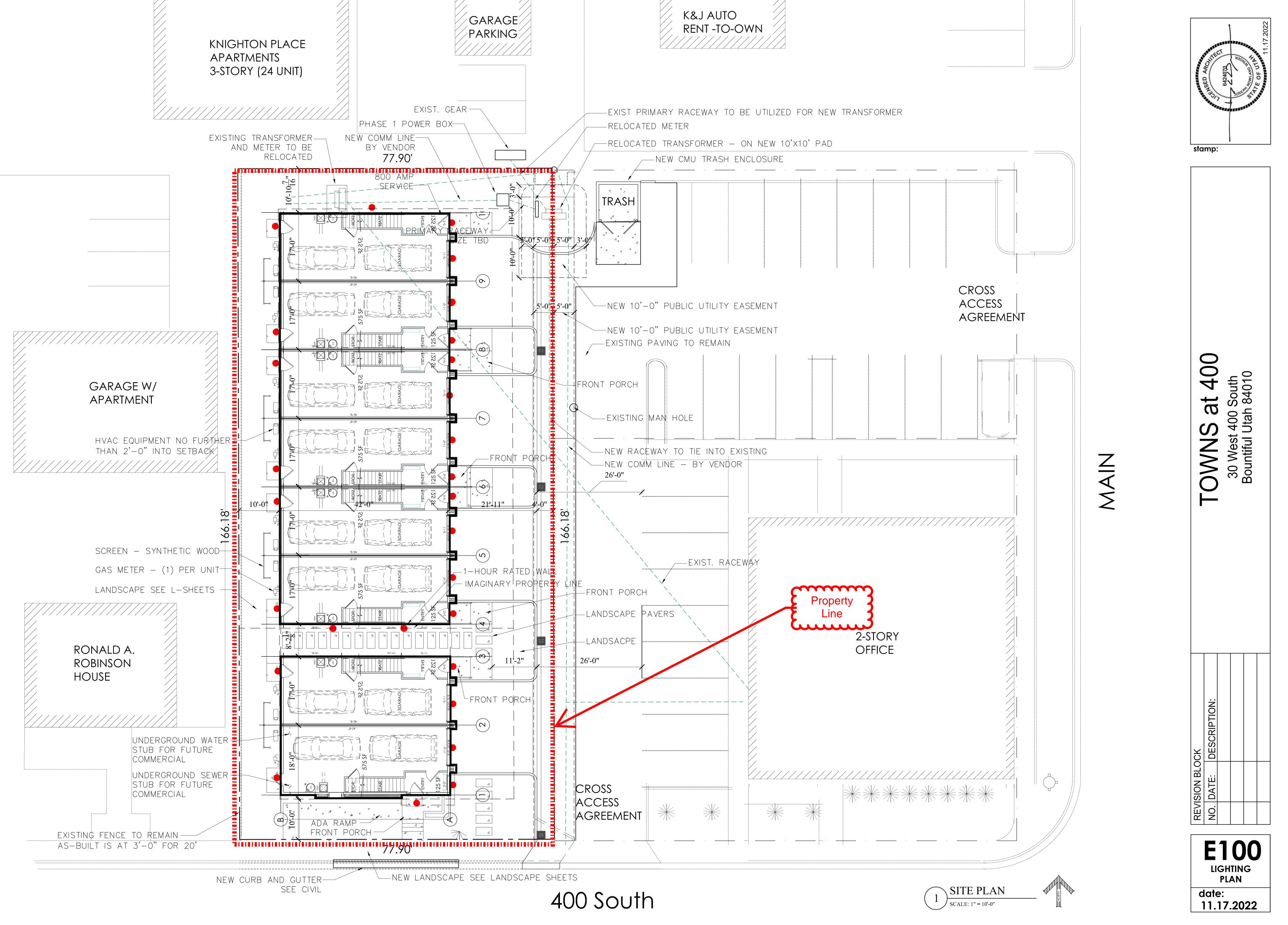
NOT TO SCALE

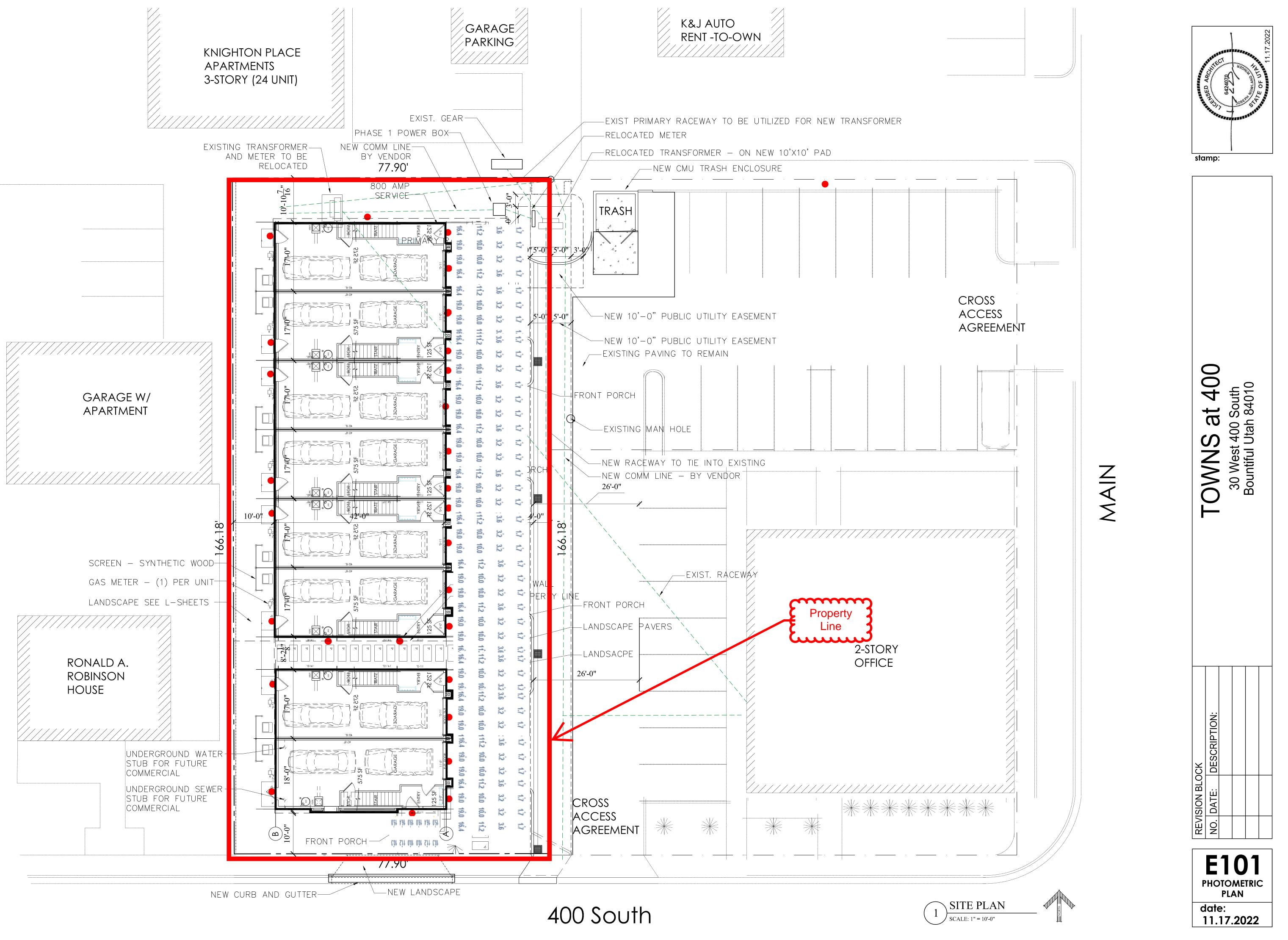
329413.19-21

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC, AN SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR. WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER. THESE PLANS ARE PRODUCED IN COLOR AND SHOULD BE PLOTTED AS SUCH.

L20<sup>-</sup>

DETAILS





# **BOUNTIFUL 390 APARTMENTS CONSTRUCTION DRAWINGS** 11/1/2022



Sheet List Table		
Sheet Number	Sheet Title	
C001	COVER & LEGEND	
C101	DEMOLITION PLAN	
C102	SITE & DIMENSION PLAN	
C201	GRADING PLAN	
C301	STORM DRAIN & UTILITY PLAN	
C501	DETAILS	
C502	DETAILS	
C503	DETAILS	

# LEGEND EXISTING

# LEGEND PROPOSED

	ADJACENT PROPERTY BOUNDARY		PROPERTY BOUNDARY
w	CULINARY WATER LINE	w	CULINARY WATER LINE (SIZE SI
SS	SANITARY SEWER LINE	SS	SANITARY SEWER LINE (SIZE SI
sd	STORM DRAIN LINE	SD	STORM DRAIN LINE (SIZE SHOW
ir	IRRIGATION LINE	——— IR ———	IRRIGATION LINE (SIZE SHOWN
g	GAS LINE	G	GAS LINE
e	UNDERGROUND POWER LINE	E	UNDERGROUND POWER LINE
e	AERIAL POWER LINE	———— E ————	AERIAL POWER LINE
	UNDERGROUND COMMUNICATION LINE	C	UNDERGROUND COMMUNICATI
#####	CONTOUR MINOR		CONTOUR MAJOR
####	CONTOUR MAJOR		CONTOUR MINOR
XX	FENCE	——————————————————————————————————————	FENCE
	ASPHALT PAVEMENT		BUILDING SETBACK
	CLOSED FACE CURB AND GUTTER		ASPHALT PAVEMENT
	OPEN FACE CURB AND GUTTER		CLOSED FACE CURB & GUTTER
	CONCRETE PAVEMENT		OPEN FACE CURB & GUTTER
	EXISTING TO BE REMOVED		CURB & GUTTER TRANSITION
W	WATER VALVE	۵ <u>۵</u> ک	CONCRETE PAVEMENT
$\bigtriangledown$	FIRE HYDRANT	W	WATER VALVE
$\langle VV \rangle$	WATER METER	Ŭ	FIRE HYDRANT
S	SEWER MANHOLE	$\langle \mathbf{v} \mathbf{v} \rangle$	WATER METER
	STORM DRAIN BOX	S	SEWER MANHOLE
	STORM WATER CATCH BASIN		STORM DRAIN BOX
	ROAD SIGN		STORM WATER CATCH BASIN
	POWER POLE		ROAD SIGN
In the second se	DECIDUOUS TREE		
$(\cdot)$	CONIFEROUS TREE		

ALL MATERIALS, WORKMANSHIP, CONSTRUCTION AND PLACEMENT SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS AS DEFINED IN THE MANUAL OF STANDARD SPECIFICATIONS AND MANUAL OF STANDARD PLANS, UTAH CHAPTER AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS. WHERE THERE IS A CONFLICT BETWEEN THESE PLANS, SPECIFICATIONS OR ANY APPLICABLE STANDARD, THE MOST RESTRICTIVE

2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE. WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE UTAH CHAPTER OF AMERICAN PUBLIC WORKS ASSOCIATION (APWA) STANDARD PLANS AND

STANDARD SHALL APPLY.

COMPANIES.

SPECIFICATIONS, 2017 EDITION.

4. THE CONTRACTOR WILL BE RESPONSIBLE FOR FIELD LOCATING AND VERIFYING ELEVATIONS OF ALL EXISTING SEWER MAINS, WATER MAINS, CURBS, GUTTERS AND OTHER UTILITIES AT THE POINTS OF CONNECTION SHOWN ON THE PLANS AND AT ANY UTILITY CROSSINGS PRIOR TO INSTALLING ANY OF THE SITE ELEMENTS INDICATED IN THESE PLANS. IF A CONFLICT EXISTS AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER. DESIGN MODIFICATION(S) MUST BE APPROVED BY THE OWNER PRIOR TO BEING IMPLEMENTED. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES, AS INDICATED ON THESE PLANS, IS BASED ON

RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT BLUE STAKES (BY DIALING 811) AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION. TRENCHING OR GRADING TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. ALL OTHER UN-REGISTERED UTILITIES (I.E. DITCH, IRRIGATION COMPANY, OTHER SITE-SPECIFIC UTILITIES, ETC.) ARE TO BE LOCATED BY CONTACTING, IN ADVANCE, THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS SHOULD ALSO BE LOCATED PRIOR TO BEGINNING EXCAVATION, TRENCHING OR GRADING ACTIVITIES. 6. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE PROJECT OWNER, LOCAL JURISDICTION AND ALL UTILITY COMPANIES INVOLVED REGARDING RELOCATIONS, ADJUSTMENTS, EXTENSIONS AND REARRANGEMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH MINIMAL DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING, IN ADVANCE, ALL

PARTIES AFFECTED BY ANY DISRUPTION OF UTILITY SERVICE AS WELL AS THE UTILITY

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL MEANS REQUIRED TO PROTECT EXISTING UTILITIES AND/OR TO WORK AROUND SUCH UTILITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, SUPPORTING EXISTING UTILITIES, SHORING AROUND EXITING UTILITIES, PHASING OF WORK AND TRAFFIC CONTROL.

- 8. THE CONTRACTOR SHALL NOTIFY THE LOCAL JURISDICTION AND AFFECTED UTILITY COMPANY, AND ALL AFFECTED PARTIES A MINIMUM OF 24 HOURS PRIOR TO ANY WATER INTERRUPTION.
- 9. THE CONTRACTOR IS NOT TO OPERATE ANY VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES. COORDINATE WITH THE UTILITY SUPPLIER. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY. INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL. SECURITY AND OTHER SITE RELATED SAFETY PRACTICES. REFER TO OSHA PUBLICATION 2226, EXCAVATING AND TRENCHING.
- 11. IF DURING CONSTRUCTION CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
- 12. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN TO THE REVIEWING AGENCY (LOCAL GOVERNMENT, UDOT OR OTHERS AS REQUIRED BY PERMIT) FOR REVIEW AND ACCEPTANCE, PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN, OR AFFECTING THE RIGHT-OF-WAY. ALL TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH MUTCD OR UDOT STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TRAFFIC CONTROL DEVICES, PERSONNEL AND
- OTHER FACILITIES AS MAY BE REQUIRED BY THE CONSTRUCTION ACTIVITIES. 13. THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES AN UP TO DATE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), A BMP MAINTENANCE FOLDER, ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND AGREEMENTS NEEDED FOR THE JOB.
- 14. THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE UTAH PERMIT FOR STORM WATER DISCHARGE, THE SWPPP AND THE EROSION CONTROL
- 15. ALL BMPS SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION AND AT AREAS WITH DISTURBED SOIL (ON OR OFF SITE) PRIOR TO ANY OTHER GROUND DISTURBING ACTIVITY. ALL BMPS SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR,

UNTIL THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACING OR LANDSCAPING. 16. MUD AND DEBRIS MUST BE REMOVED BY THE END OF EACH WORKING DAY BY AN APPROPRIATE MECHANICAL METHOD (I.E. MACHINE BROOM SWEEP, HAND SWEEPING,

- ETC.). 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-CONSTRUCTED INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE. THIS RECORD DRAWING SET SHALL BE AVAILABLE TO THE OWNERS/ENGINEERS DESIGNATED REPRESENTATIVE AT ALL TIMES.
- 18. WORK ACTIVITY AND SCHEDULES SHALL BE COORDINATED WITH THE OWNER AND THEIR ACTIVITIES ON-SITE. 19. UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED
- TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION, OR TO THE GRADES AND CONDITION AS REQUIRED BY THESE PLANS AND SPECIFICATIONS. 20. IMPROVEMENTS DEPICTED IN THESE PLANS AND CONSTRUCTED BY THE CONTRACTOR
- SHALL BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE 21. THE APPROVED, DESIGNATED PROJECT SUPERVISOR SHALL BE ON-SITE WHILE WORK
- IS BEING CONDUCTED. 22. SOIL COMPACTION EFFORT SHALL BE PER GEOTECHINCAL REPORT BY CIVIL SOLUTIONS GROUP.

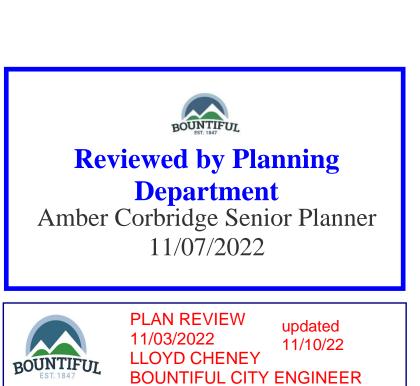
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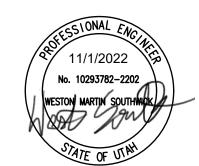
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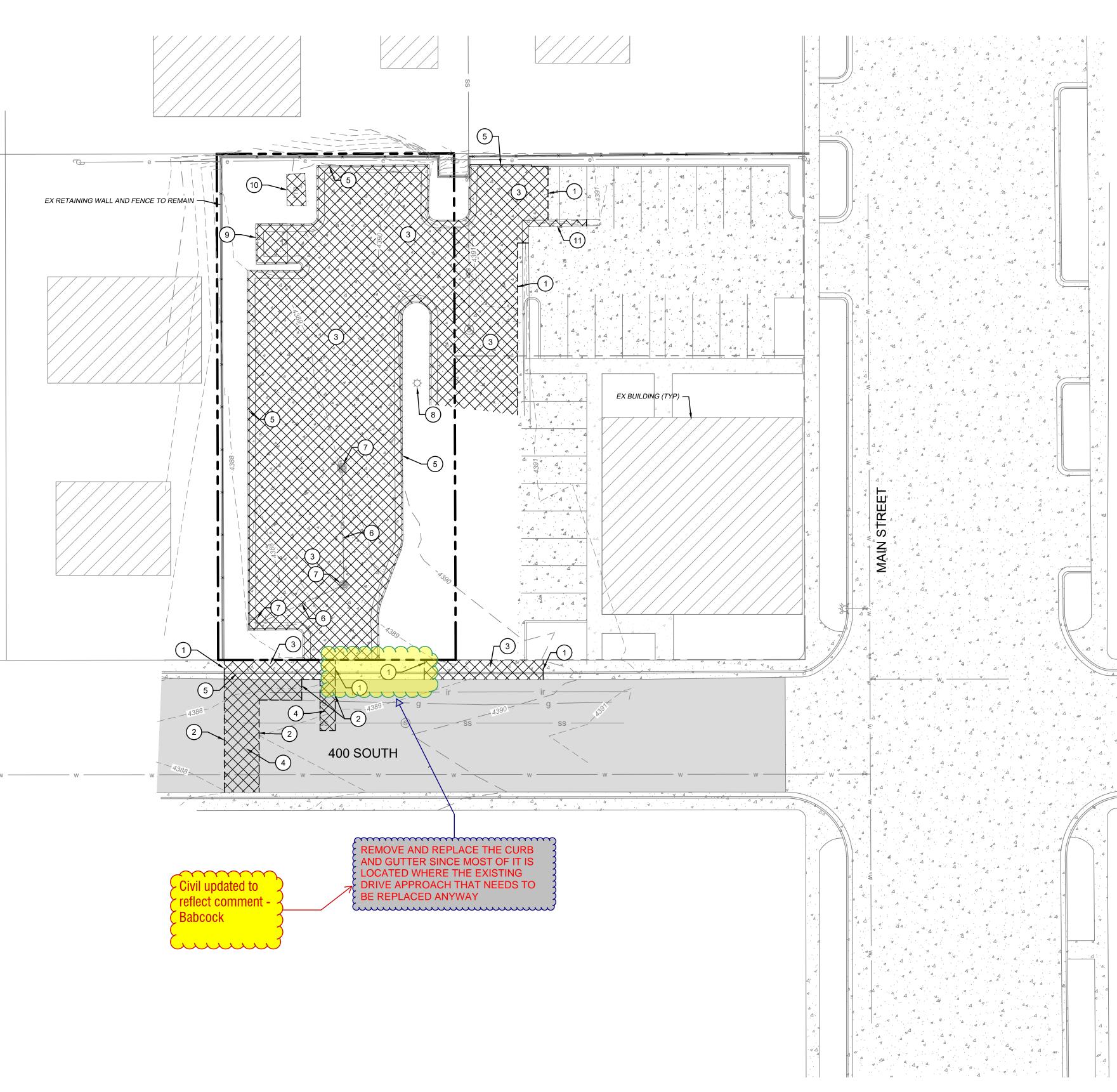
PROJECT MANAGER: W. SOUTHWICK

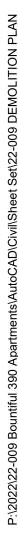
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DEMOLITION PLAN SHEET KEY NOTES: ALL ITEMS CALLED OUT TO BE REMOVED SHALL BE DISPOSED OF IN AN

- APPROPRIATE MANNER AND LOCATION: 1. SAWCUT CONCRETE PAVEMENT
- 2. SAWCUT ASPHALT PAVEMENT 3. REMOVE CONCRETE PAVEMENT
- 4. REMOVE ASPHALT PAVEMENT 5. REMOVE CURB & GUTTER
- 6. REMOVE STORM WATER LINE 7. REMOVE STORM WATER STRUCTURE (SUMP)
- 8. REMOVE LIGHT POLE REMOVE TRASH ENCLOSURE
   REMOVE CONCRETE PAD AND RELOCATE ELECTRICAL EQUIPMENT. SEE
- UTILITY PLAN FOR PROPOSED LOCATIONS. 11. REMOVE CONCRETE WATERWAY

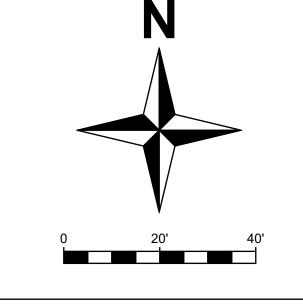
GENERAL NOTES:

1. ALL ITEMS NOT CALLED OUT FOR REMOVAL ARE TO REMAIN



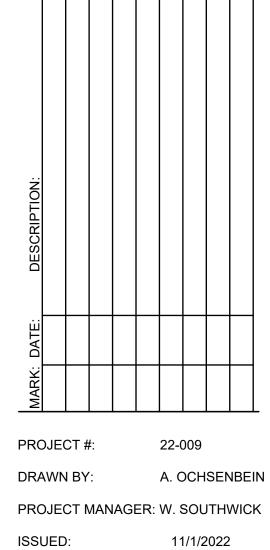
**T**S Ш NEN N STREE A 5 R  $\triangleleft$ Т 390 AP/ 390 SOUTH BOUNTIFUI

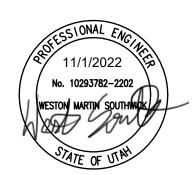






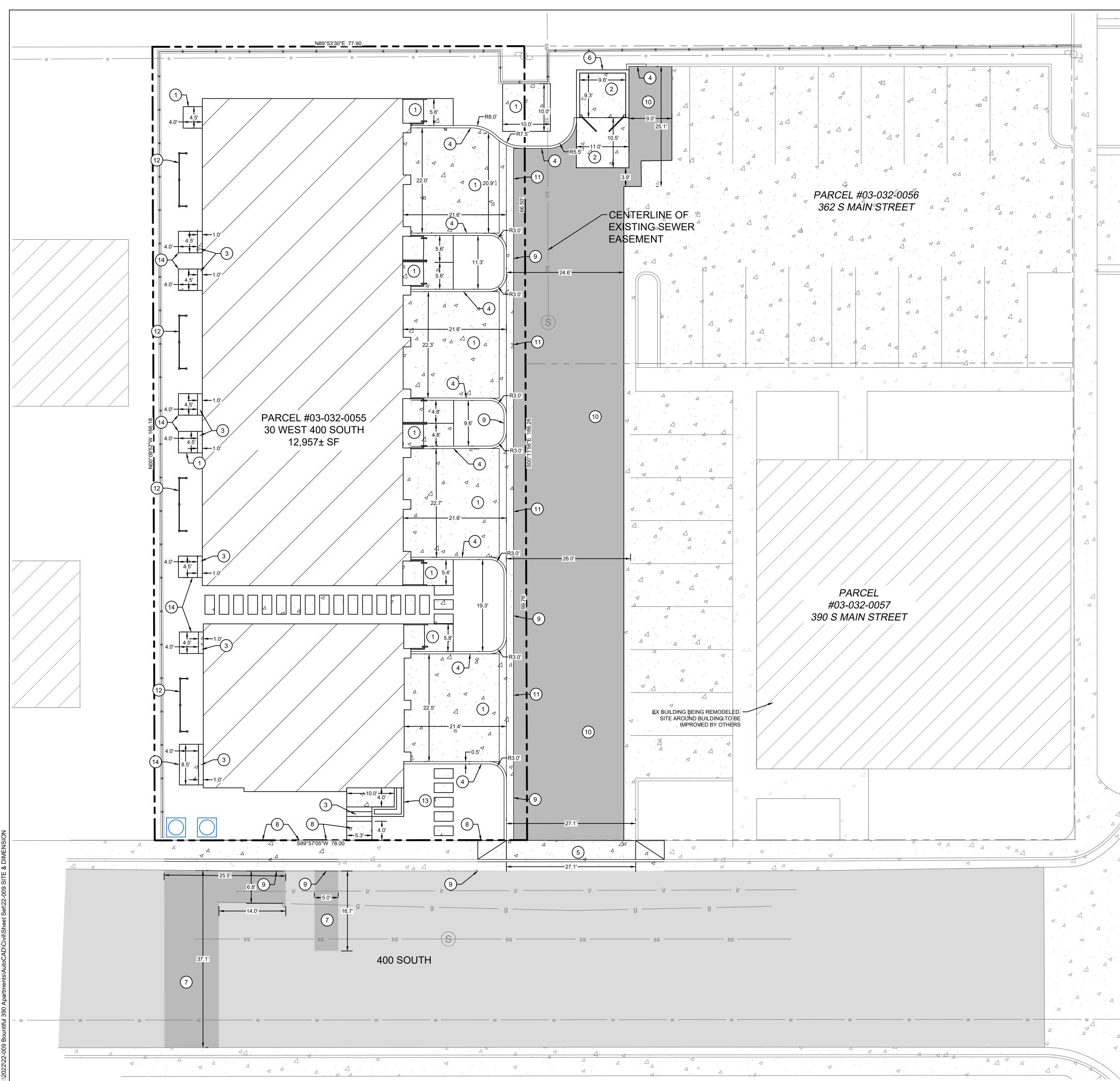
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C101





① SITE SHEET KEY NOTES: PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- STANDARD DUTY CONCRETE PAVEMENT (1/C501)
   HEAVY DUTY CONCRETE PAVEMENT (2/C501)
   CONCRETE STAIRS. SEE ARCHITECTURAL PLANS FOR DETAILS.
- CURB (10/C501)
  DRIVEWAY APPROACH (5/C501)
  DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
  ASPHALT PAVEMENT PATCH(1/C502)
- SIDEWALK (4/C501)
- SIDEWALK (4/C501)
   APWA TYPE E CURB AND GUTTER (6/C501)
   ASPHALT PAVEMENT (3/C501)
   3' CONCRETE WATERWAY (8/C501)
- FENCE. SEE ARCHITECTURAL PLANS FOR DETAILS.
   RAISED PLANTER. SEE ARCHITECTURAL PLANS FOR DETAILS. 14. THICKENED EDGE CONCRETE (9/C501)

# **GENERAL NOTES:**

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1. ALL DRIVE AISLES ARE TWO-WAY

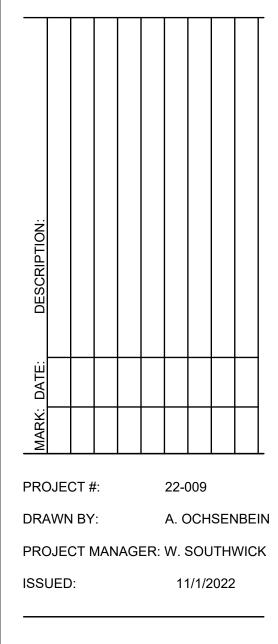
# PARKING TABULATION:

- PARKING REQUIREMENTS FOR TOWNHOMES:
   1.1. 2 STALLS PER 2 BEDROOM UNIT
   1.2. 0.25 STALLS PER UNIT FOR VISITOR SPACE
   1.3. TOTAL PARKING REQUIRED: 18 STALLS
- 1.4. PARKING PROVIDED WITHIN TOWNHOME UNIT: 2 STALLS PER UNIT
- 1.4. PARKING PROVIDED WITHIN TOWNHOME ON THE STALLS PER ON THE
   1.5. TOTAL PARKING WITHIN TOWNHOMES: 16 STALLS
   1.6. TOTAL PARKING PROVIDED: 18 STALLS\*
   2. \*\*PARKING REQUIREMENTS FOR THE ADJACENT OFFICE BUILDING ARE AS
- FOLLOWS:
- 2.1. BUILDING SQUARE FOOTAGE: 7,251 SF 2.2. PARKING REQUIREMENTS FOR OFFICE BUILDING: 1 STALL PER 300 SF 2.3. PARKING STALLS REQUIRED FOR OFFICE BUILDING: 25 STALLS 2.4. TOTAL STALLS ON OFFICE BUILDING LOT: 27 STALLS

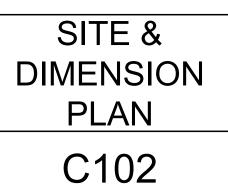
\*2 STALLS WILL BE UTILIZED FROM THE OFFICE BUILDING PARKING TO PROVIDE THE REQUIRED 2 GUEST PARKING STALLS \*\*OFFICE BUILDING CALCULATIONS ARE SHOWN FOR THE PURPOSE OF INDICATING THERE IS SUFFICIENT STALLS TO PROVIDE 2 GUEST PARKING STALLS FOR THE TOWNHOME UNITS

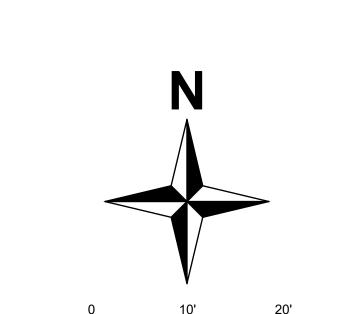


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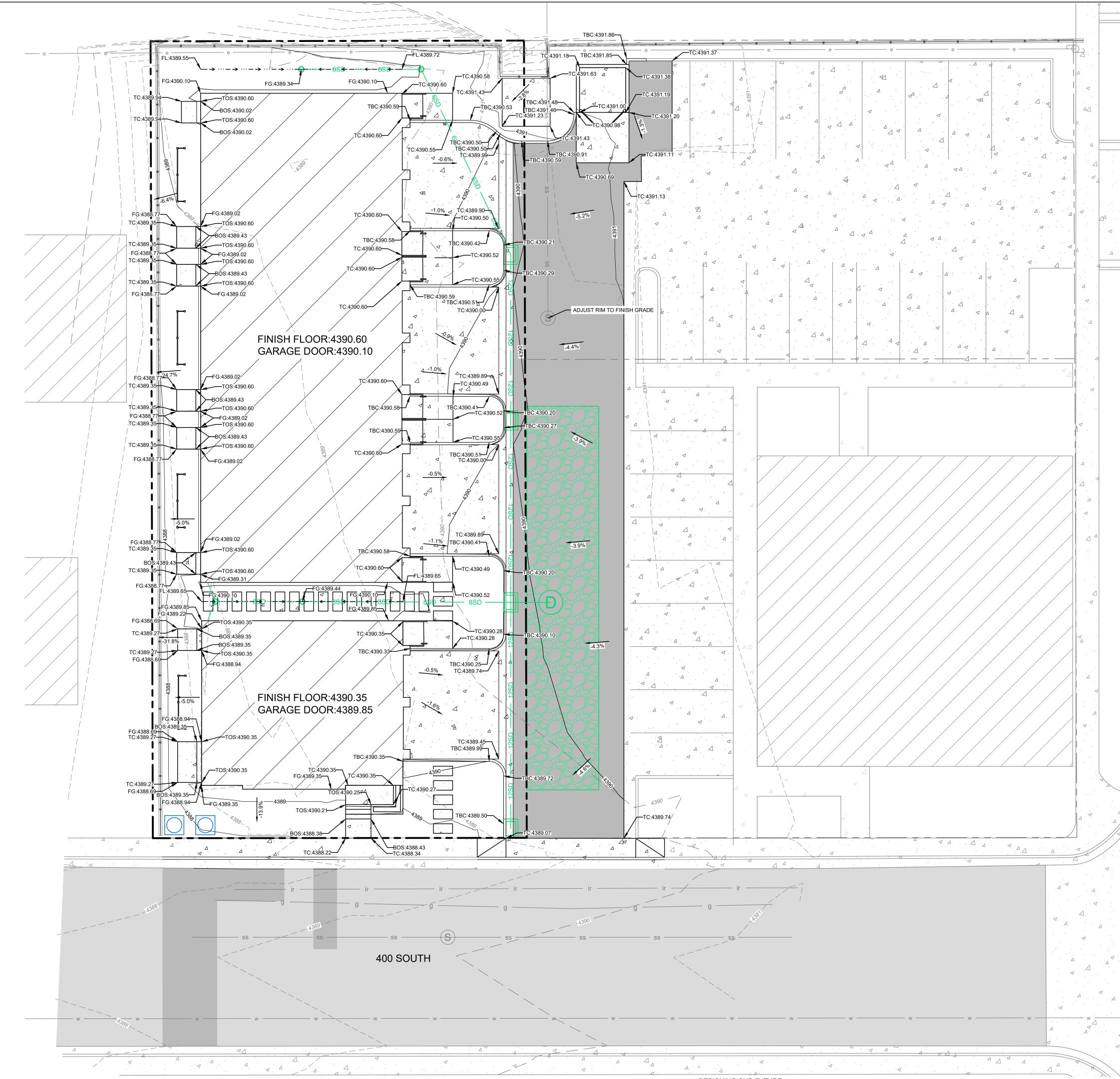








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- DESIGNING OUR FUTURE

# GRADING ABBREVIATIONS:

TC = TOP OF CONCRETE TOS = TOP OF STAIR

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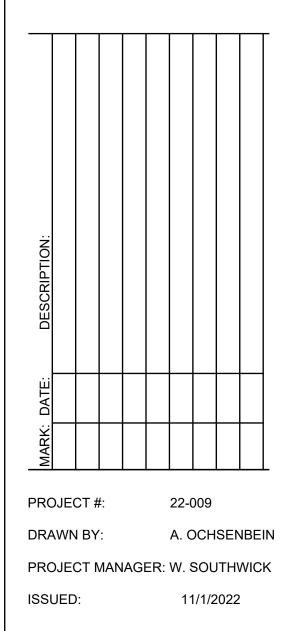
- BOS = BOTTOM OF STAIR TBC = TOP BACK OF CURB
- 5. FL = FLOWLINE 6. FG = FINISH GRADE

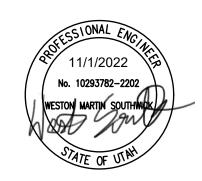
# GENERAL NOTES:

- 1. VERTICAL DATA (CONTOUR LINES AND\OR SPOT ELEVATIONS, ETC.) SHOWN HEREON IS BASED ON THE NGVD29 ELEVATION OF 4457.64 PUBLISHED BY THE DAVIS COUNTY SURVEYOR ON THE WEST WITNESS CORNER (1.5" BRASS PLUG IN CURB) FOR THE SOUTHEAST CORNER OF SECTION 19, T2N, R1E, S.L.B.& M. A GPS-DERIVED LOCAL ELEVATION OF 4392.90 ON THE RING & LID MONUMENT LOCATED AT 400 SOUTH MAIN STREET HAS BEEN HELD AS THE PROJECT BENCHMARK.
- 2. MAINTAIN A MINIMUM OF 0.5% LONGITUDINAL SLOPE IN ALL GUTTERS AND WATERWAYS. 3. MAINTAIN A MAXIMUM CROSS-SLOPE OF 2.0% ON ALL SIDEWALKS AND AT ALL
- BUILDING DOORWAY EXITS AND ENTRANCES. 4. ALL TOP BACK OF CURB CALL OUTS ARE SHOWN TO FULL HEIGHT.



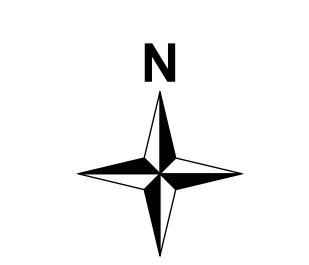
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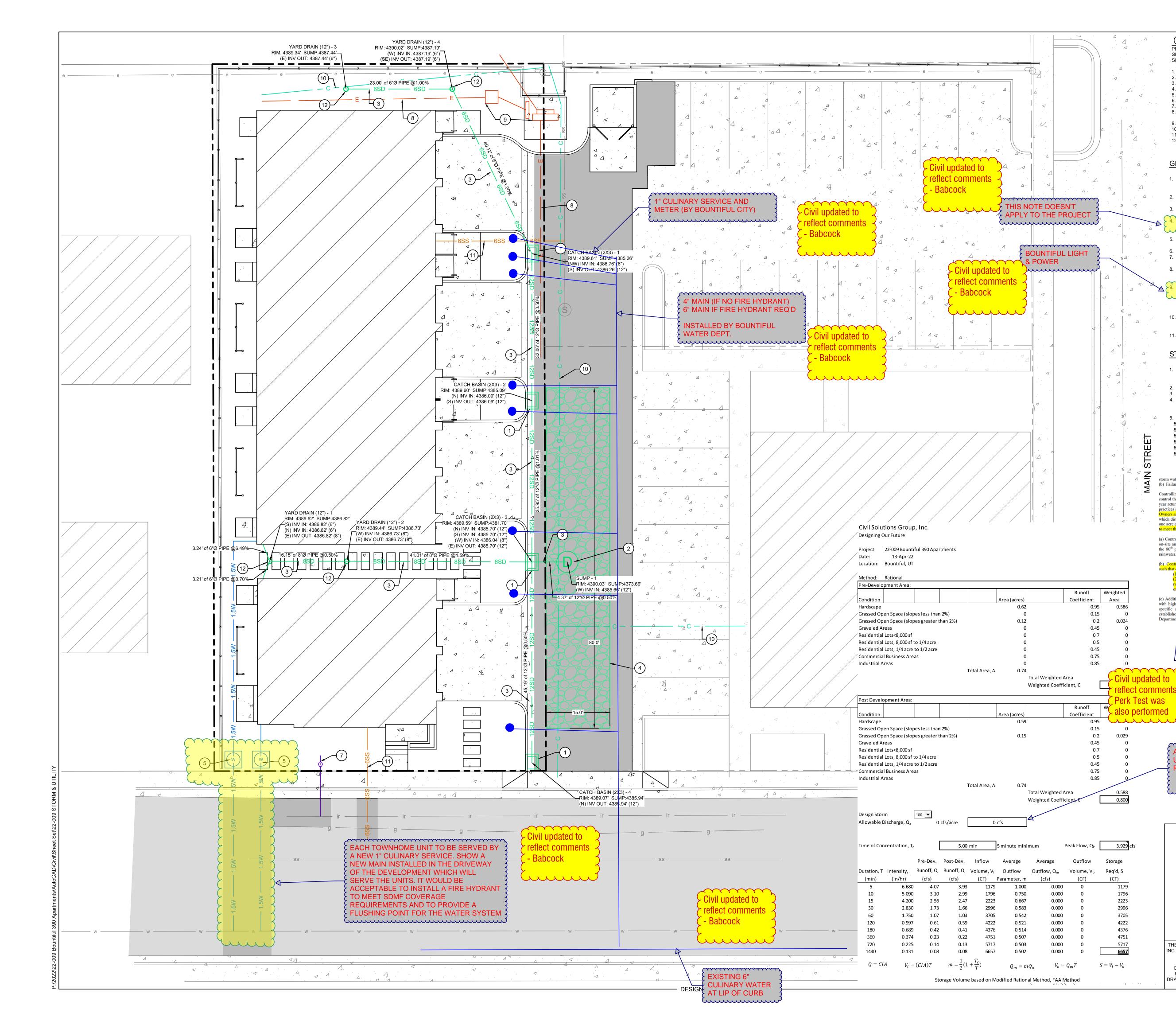


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20'

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

- 1. 2' X 3' CATCH BASIN (1/C503) 2. 5'Ø STORM DRAIN MANHOLE (3/C503)
- . STORM DRAIN LINE (1/C502) 4. STORM DRAIN SUMP (4/C503)
- 5. 1.5"Ø WATER SERVICE WITH 1.5" WATER METER(4 & 5/C502) FIRE HYDRANT (2/C502)
- . IRRIGATION SERVICE (3/C502) 8. UNDERGROUND POWER LINE. SEE ELECTRICAL PLANS FOR MORE
- INFORMATION. 9. POWER EQUIPMENT. SEE ELECTRICAL PLANS FOR MORE INFORMATION.
- 10. COMMUNICATION LINE SEE ELECTRICAL PLANS FOR MORE INFORMATION. 11. 6"Ø SEWER LATERAL (7/C501)
- 12. 12"Ø NYLOPLAST YARD DRAIN OR APPROVED EQUAL (2/C503)

# GENERAL NOTES:

- 1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND CONTACT ENGINEER IF DIFFERENT FROM LOCATIONS DISPLAYED ON THESE PI ANS
- 2. MINIMUM 18" OF VERTICAL SEPARATION REQUIRED BETWEEN WATER MAIN AND SEWER MAIN WHERE LINES INTERSECT. MINIMUM OF 10' FROM OUTSIDE-OF-PIPE TO OUTSIDE-OF-PIPE REQUIRED BETWEEN CULINARY WATER LINE AND ALL OTHER WET UTILITIES
- AND IRRIGATION LINES WITH A MINIMUM OF 3 OF COVER. 5. ALL SEWER LINES SHALL BE CONSTRUCTED OF PVC SDR-35 MATERIAL.
- ALL STORM DRAIN LINES SHALL BE CORRUGATED HDPE.
- ALL IRRIGATION MAIN PIPE SHALL BE "PURPLE PIPE" FOR USE WITH RECLAIMED WATER SYSTEMS AS IS REQUIRED BY STATE REGULATIONS. CONTRACTOR SHALL PLACE CONCRETE THRUST BLOCKS ON ALL TEES, WYES, BENDS, ANGLES, ETC ON ALL WATER AND IRRIGATION LINES AS SHOWNHN DETAIL 6 ON SHEET C502
- POWER LINES THROUGH DEVELOPMENT. CONTRACTOR SHALL BE RESPONSIBLE TO TRENCH, BED, INSTALL AND FILL IN THE POWER TRENCH AND PROVIDE THE REQUIRED PVC SCHEDULE 40 CONDUIT. 10. TELEPHONE AND CABLE - CONTRACTOR SHALL COORDINATE WITH UTILITY
- COMPANIES FOR LOCATION OF CONDUIT CROSSINGS AND SHALL INSTALL ALL CONDUITS. 11. GAS - CONTRACTOR SHALL COORDINATE INSTALLATION OF GAS WITH QUESTAR GAS.

# STORMWATER NOTES:

- THE RATIONAL METHOD WAS USED TO CALCULATE THE REQUIRED STORAGE VOLUME FOR THE SITE. THE 100-YEAR, 24-HOUR STORM WAS USED FOR THE CALCULATIONS.
- TOTAL REQUIRED VOLUME IS 6,657 CF. TOTAL VOLUME PROVIDED IS 6,720 CF.
- 4. STORAGE VOLUME FOR THE SITE IS PROVIDED IN THE PROPOSED SUMP. THE STORAGE VOLUME INCLUDES STORMWATER FROM ALL THREE PARCELS.
- △ 5. SUMP INFORMATION: 5.1.
  - HIGH WATER ELEVATION: 4384.67 BOTTOM OF MANHOLE: 4374.67
  - 5.3. BOTTOM OF GRAVEL: 4372.67 5.4. WIDTH: 15' LENGTH: 80 55 5.6.
    - HEIGHT: 14'

52

0.586

0.024

0

0

0

0.029

0

3.929 cfs

(CF)

1179

1796

2223

2996

3705

4222

4376

4751

5717

<u>6657</u>

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also performed

storm water runoff discharges from the site in accordance with the standards of this Ordinance. (b) Failure of the <u>6-15-116.</u> Long-Term Storm Water Management Requirements

Controlling Peak Runoff from Sites. All site designs shall establish storm water management practices to control the peak flow rates of storm water discharge associated with specified design storms having a 10-year return frequency or a 25-year return frequency if located in the Residential Foothill subzone. These practices shallmirror pre-development peak runoff from the site.

opment sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required

(a) Controlling Runoff Volume from New Development Sites. New development projects must manage on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event by the use of practices that infiltrate, evapotranspire, and/or harvest

#### (b) Controlling Runoff Volume from Redevelopment Sites. Redevelopment projects must be develop 1) There is no more than 10% increase to impervious surface area at project completion; or At project completion the net increase in volume associated with precipitation from all infall events less than or equal to the 80th percentile rainfall event is managed on site by the use ractices that infiltrate, evapotranspire, and/or harvest rainwater.

(c) Addition Storm Water Design Requirements. Storm water discharges from land uses or activities with higher potential pollutant loadings, as determined by the City Engineer, may require the use of specific structural best management practices and pollution prevention practices based on policy established by the City Engineer. Prior to design, applicants are required to consult with the Engineering Department to determine if they are subject to additional storm water design requirements.

> $\dots$ PROVIDE A SITE ANALYSIS WHICH SHOWS HOW COMPLIANCE WILL BE ACHIEVED mmmmmm

A SUMP THAT HAS NO INFILTRATION IS ONLY JSEFUL FOR ONE STORM. INFILTRATION RATE IS REQUIRED BY ORDINANCE

(...... 10' 20'

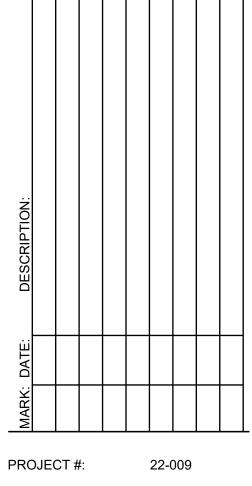




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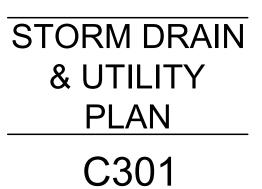


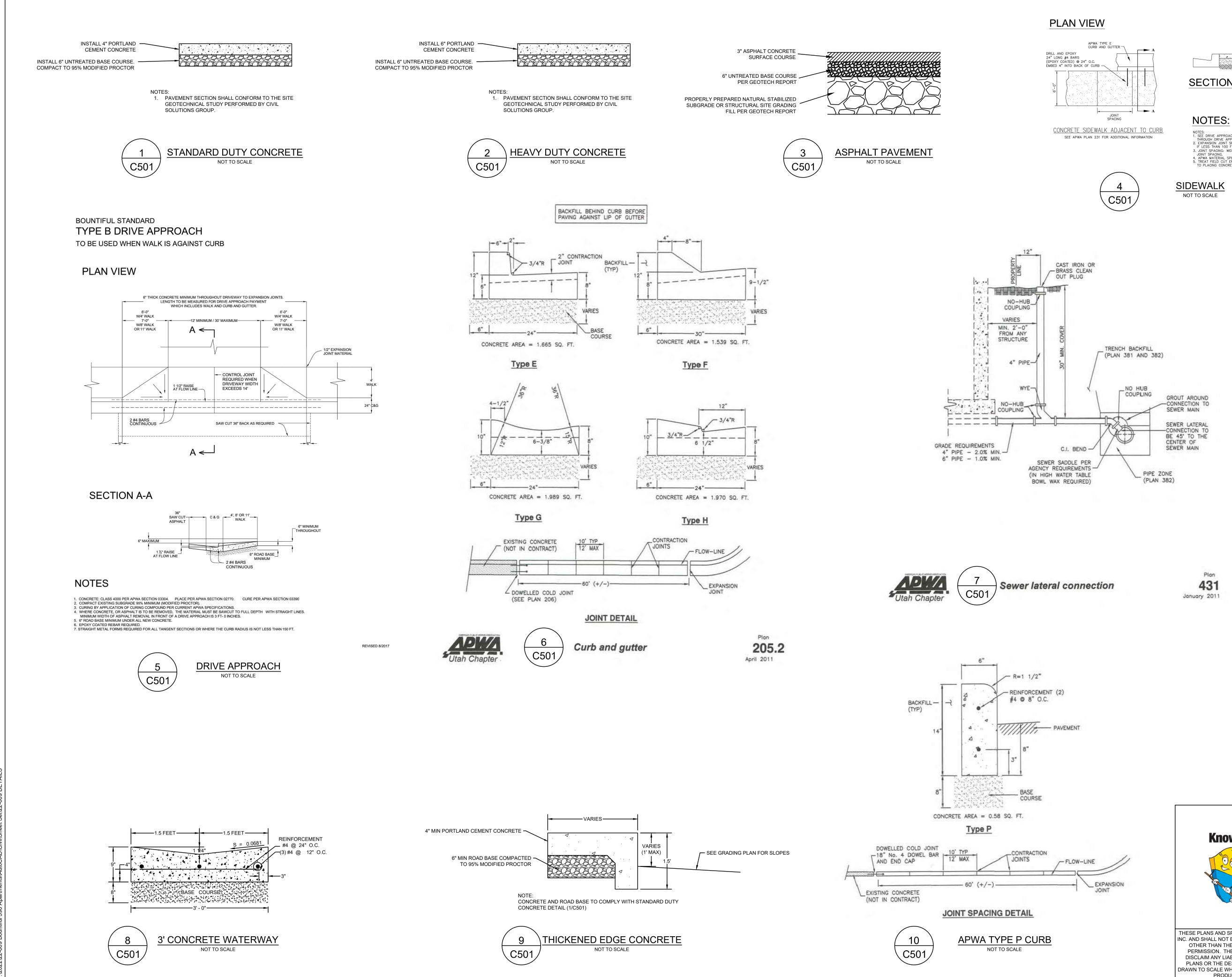
DRAWN BY: ISSUED:

A. OCHSENBEIN PROJECT MANAGER: W. SOUTHWICK

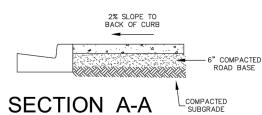
11/1/2022







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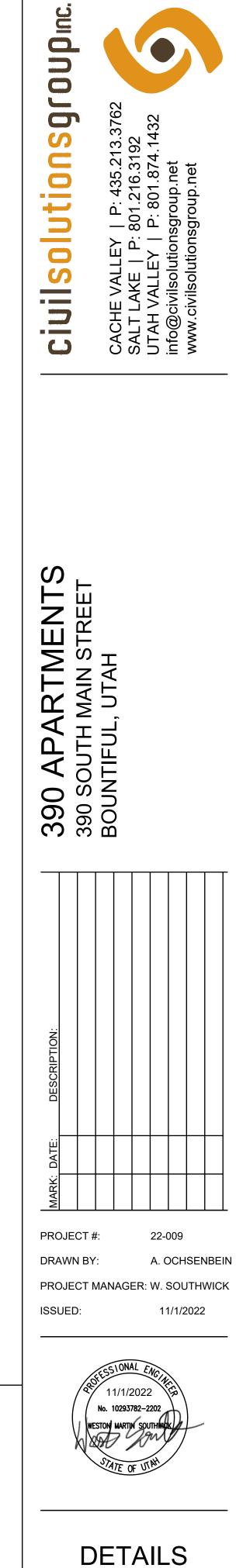


NOTES:
 SEE DRIVE APPROACH DETAILS FOR SIDEWALK THICKNESS THROUGH DRIVE APPROACHES.
 EXPANSION JOINT SPACING: 100 FT OR AT DRIVE APPROACHES IF LESS THAN 100 FT.
 JOINT SPACING, WDTH (MIN), 1.5xWIDTH (MAX). MATCH CURB JOINT SPACING.
 APWA MATERIAL SPECIFICATIONS APPLY.
 TREAT FIELD CUT ENDS OF EPOXY COATED REINFORCING PRIOR TO PLACING CONCRETE FOR SIDEWALK.

Plan 431

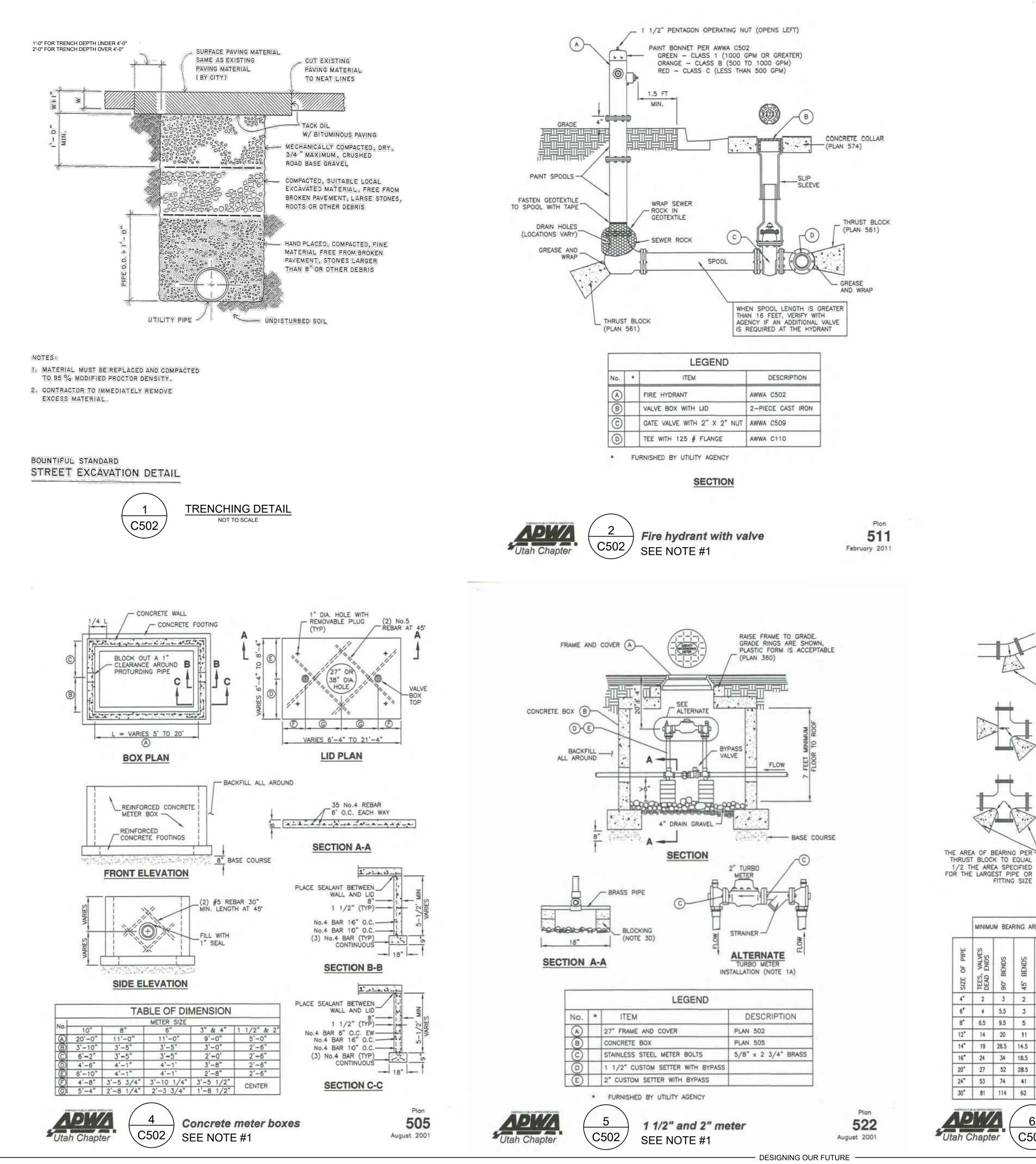
Know what's **below**. Call 811 before you dig. **BLUE STAKES OF UTAH** UTILITY NOTIFICATION CENTER, INC. www.bluestakes.org 1-800-662-4111

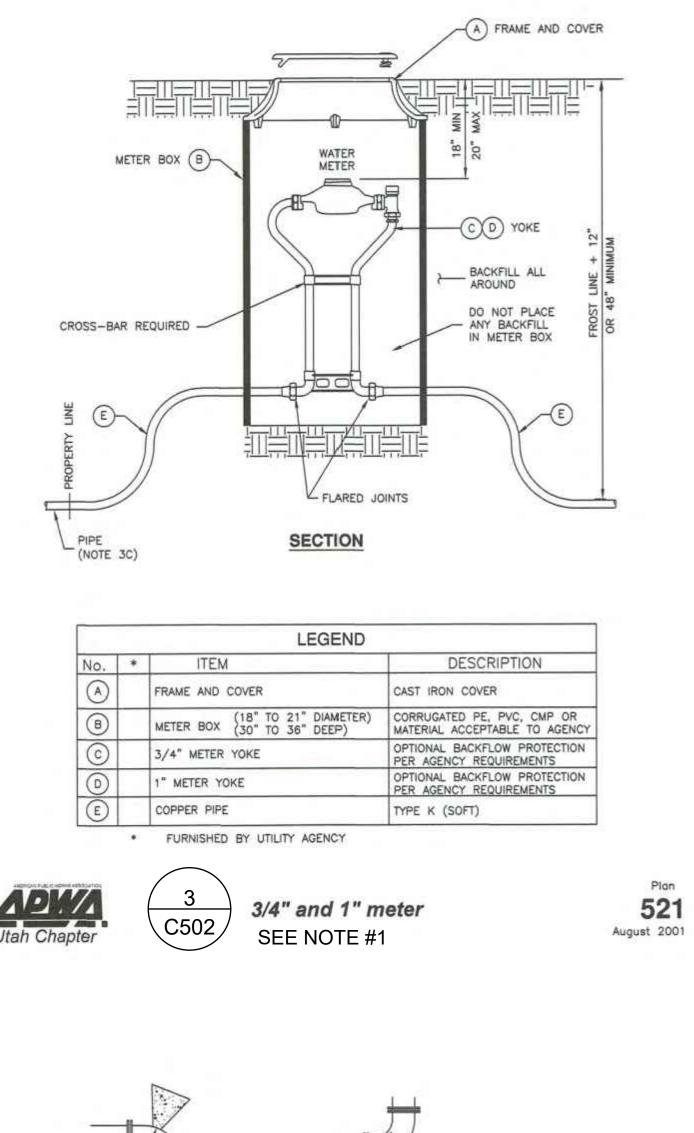
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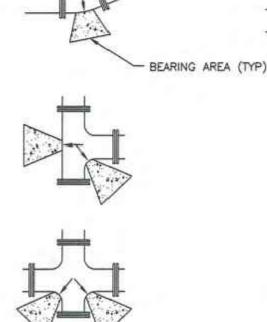


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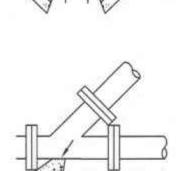
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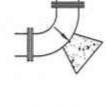


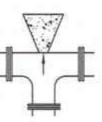
	MINIMU	im bea	RING A	REA IN	SQ. FT
SIZE OF PIPE	TEES, VALVES DEAD ENDS	90° BENDS	45' BENDS	22 1/2' BENDS	11 1/4' BENDS
4*	2	3	2	2	2
6*	4	5.5	3	2.5	2
8"	6.5	9.5	5	2.75	2.5
12"	14	20	11	5.5	3
14"	19	26.5	14.5	7.5	4
16*	24	34	18.5	9.5	6
20*	27	52	28.5	14.5	9
24"	53	74	41	21	12
30*	81	114	62	32	16

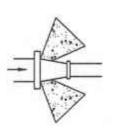


Direct bearing thrust block C502/SEE NOTE #1

LEGEND	
	DESCRIPTION
	CAST IRON COVER
1" DIAMETER) 6" DEEP)	CORRUGATED PE, PVC, CMP OR MATERIAL ACCEPTABLE TO AGENCY
	OPTIONAL BACKFLOW PROTECTION PER AGENCY REQUIREMENTS
	OPTIONAL BACKFLOW PROTECTION PER AGENCY REQUIREMENTS
	TYPE K (SOFT)





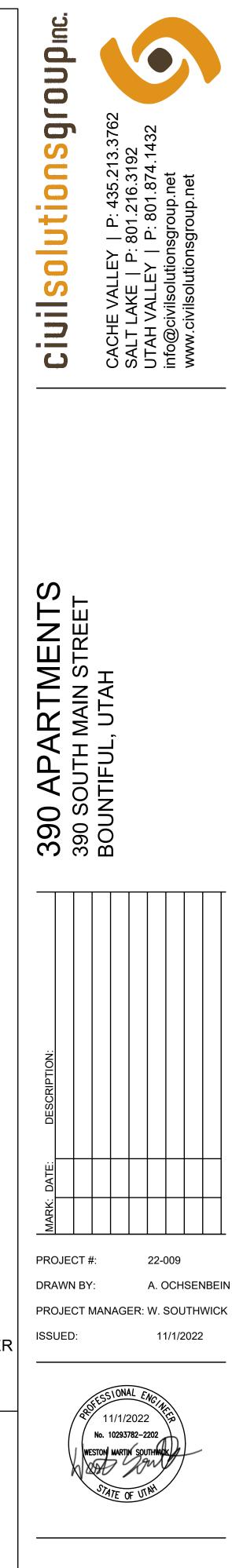


NOTES:

1. TO BE FURNISHED AND INSTALLED BY BOUNTIFUL CITY WATER DEPARTMENT. COORDINATE WITH BOUNTIFUL CITY WATER DEPARTMENT.



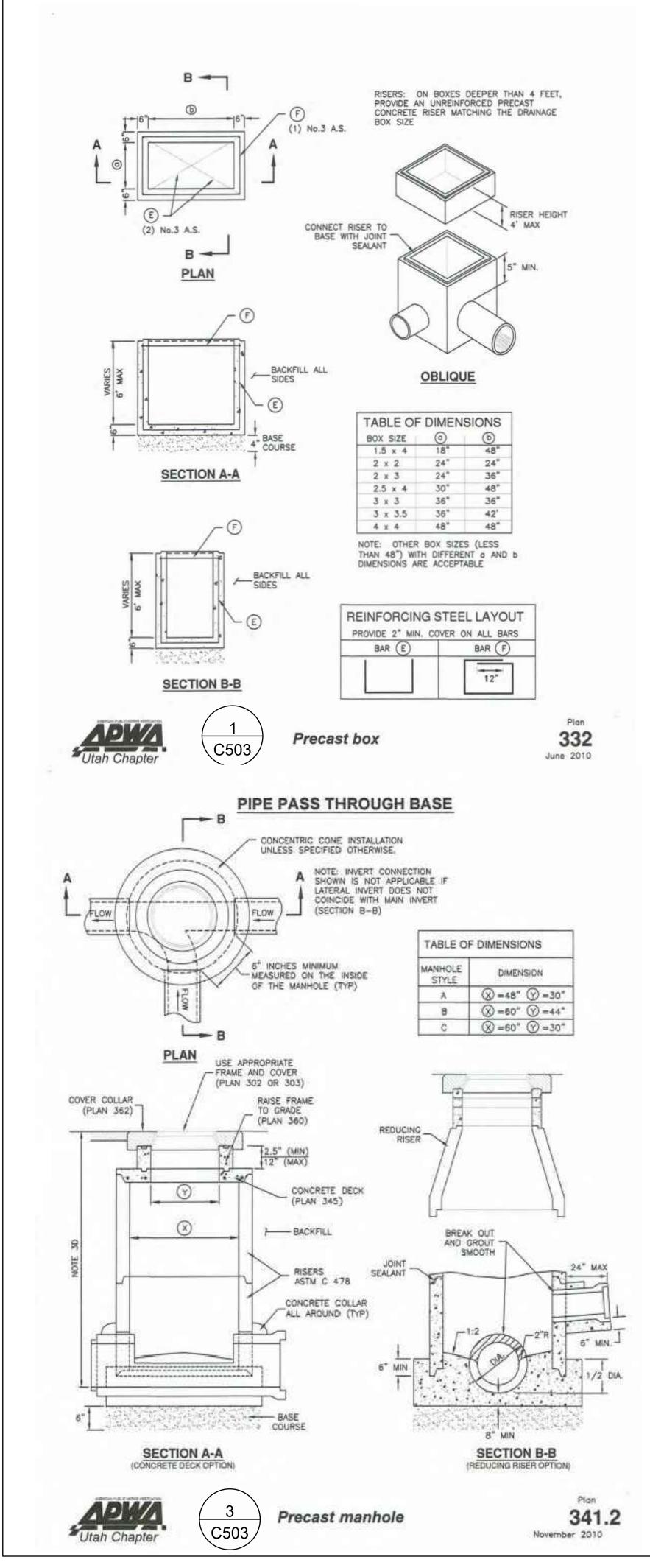
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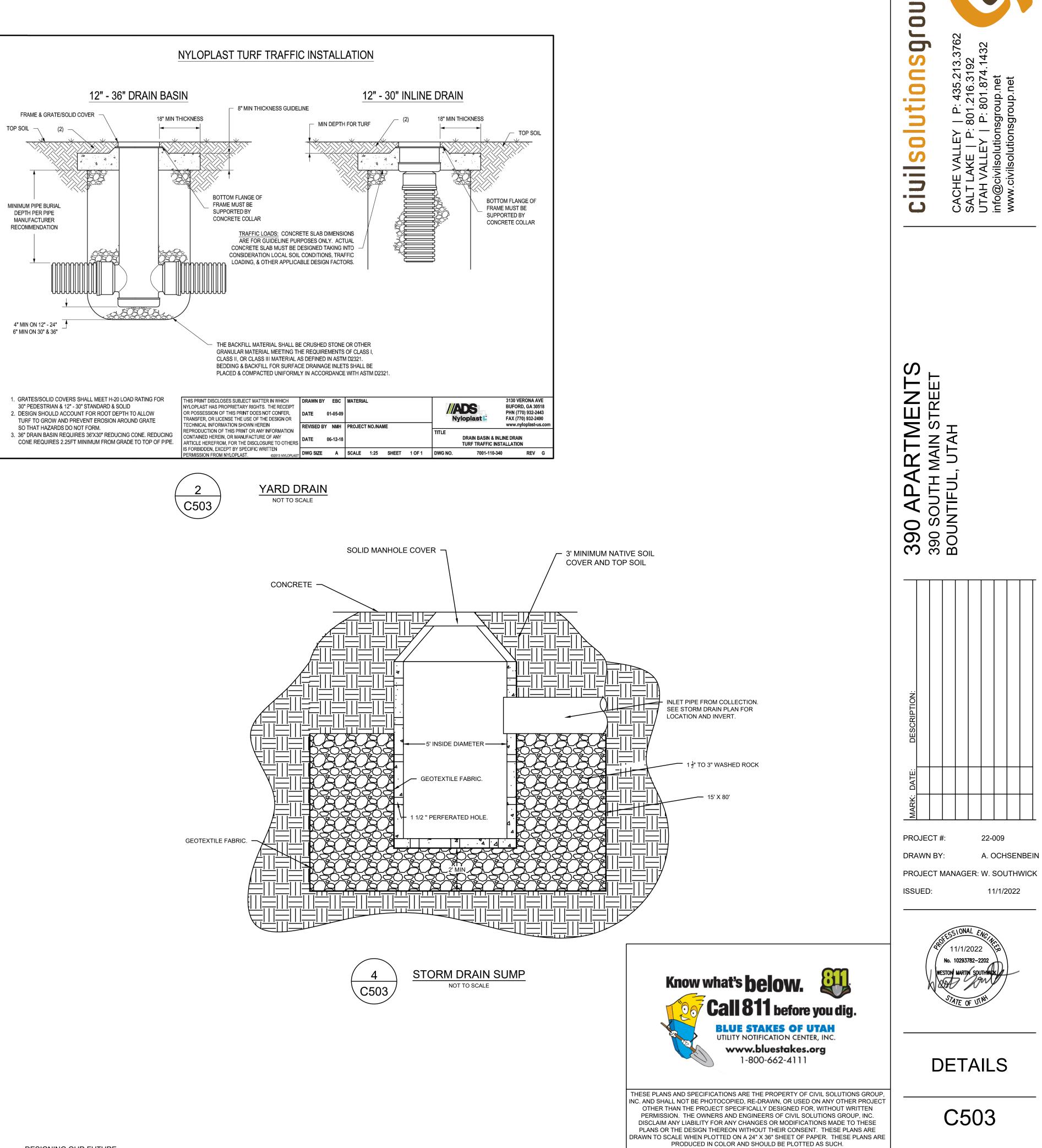


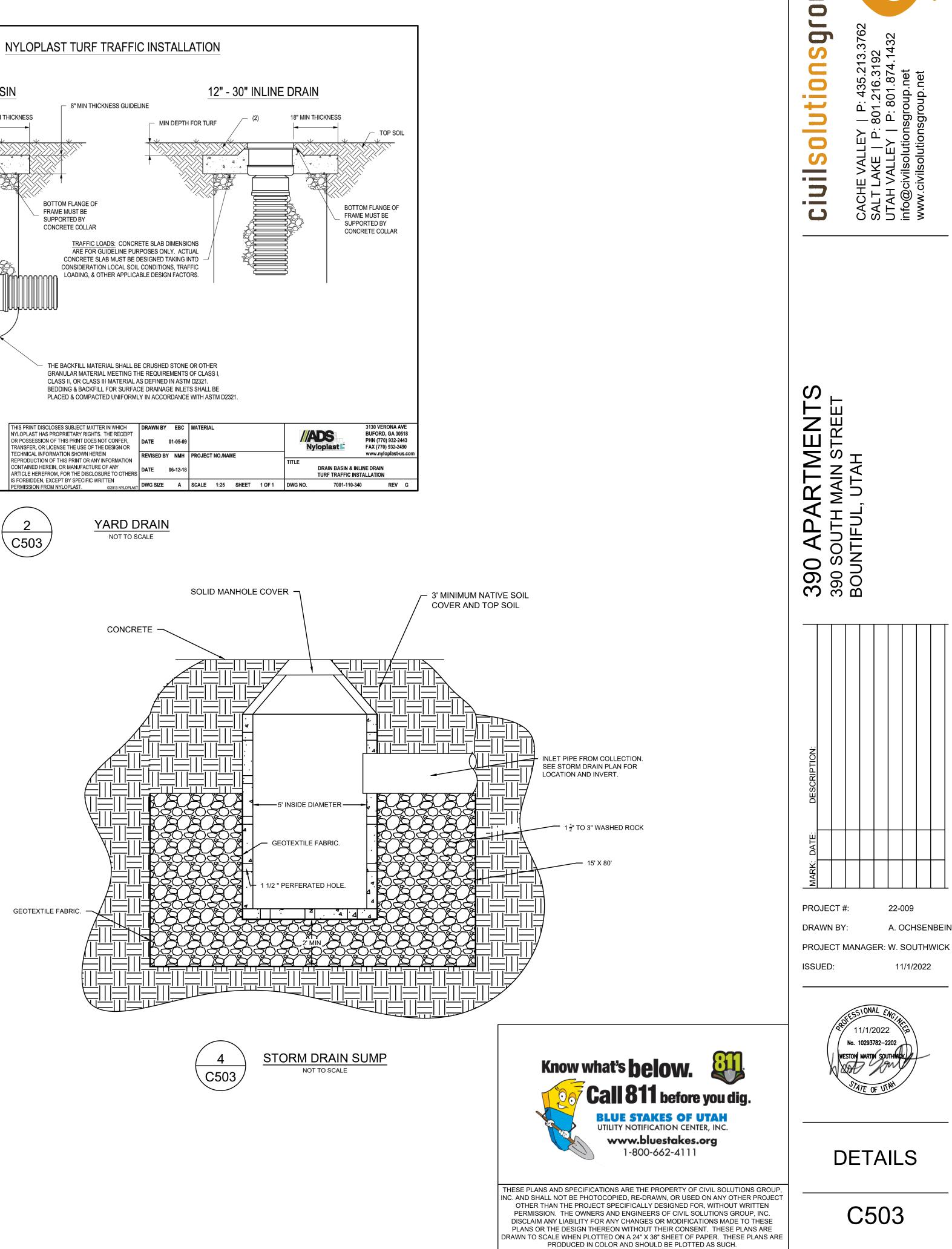




DETAILS

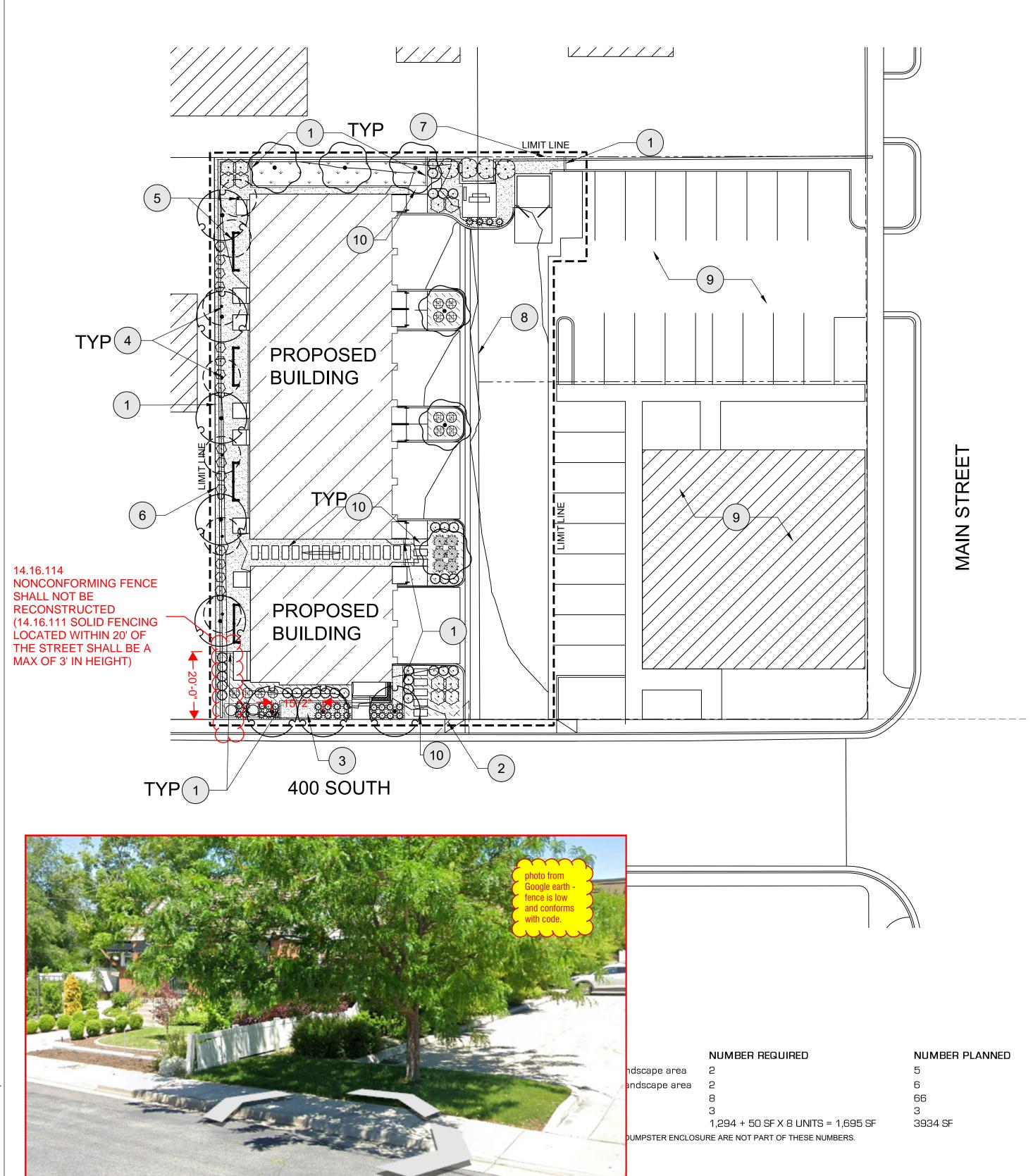








Inc.



R	REQUIRED	

NUMBER	PLANNED
5	
3	

934 8	SF	

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	I LANT JUILDULL					
	TREES	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	<u>SIZE</u>	CAL
$\sim$		AC2	8	ACER PLATANOIDES `CRIMSON SENTRY` / CRIMSON SENTRY MAPLE	B&B	2"CAL
(.		MR	6	MALUS X `ROYALTY` / ROYALTY CRABAPPLE	B&B	2"CAL
	SHRUBS	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	HEIGHT
	$\odot$	BG	30	BUXUS MICROPHYLLA `WINTER GEM` / GLOBE WINTER GEM BOXWOOD	5 GAL.	
	$\bigcirc \bigcirc$	СН	4	CORNUS ALBA `BAILHALO` TM / IVORY HALO DOGWOOD	5 GAL.	
		JA	6	JUNIPERUS COMMUNIS `ALPINE CARPET` / JUNIPER	5 GAL.	
	$\langle \cdot \rangle$	RR	16	RHAMNUS FRANGULA `FINE LINE` / FINE LINE BUCKTHORN	5 GAL.	
	$\bigcirc$	RW	10	ROSA X `MEICOUBLAN` / WHITE MEIDILAND	5 GAL.	
	PERENNIALS AND GRASSES	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	HEIGHT
	$\bigcirc$	СК	12	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS	1 GAL.	
		DW	11	DIANTHUS GRATIANOPOLITANUS 'FIREWITCH' / FIREWITCH CHEDDAR PINK	1 GAL	
		РН	30	PENNISETUM ALOPECUROIDES `HAMELN` / HAMELN FOUNTAIN GRASS	1 GAL.	

REFERENCE NOTES SCHEDULE					
SYMBOL	DESCRIPTION	QTY			
1	CONCRETE MOWSTRIP: 6" WIDE- SEE DETAIL				
2	10` X 10` SIGHT TRIANGLE AT DRIVEWAY INTERSECTION				
3	METER FOR IRRIGATION SYSTEM. SEE CIVIL PLANS FOR EXACT SIZE AND LOCATION. IRRIGATION PLAN BY OTHERS.				
4	EXISTING LARGE SHRUBS AND OTHER VEGETATION TO BE REMOVED ALONG WEST SIDE OF PROPERTY.				
5	EXISTING FLOWERING PEAR TREE TO BE REMOVED.				
6	EXISTING 6` VINYL FENCE TO REMAIN.				
7	EXISTING 6` CHAIN LINK FENCE WITH SLATS TO REMAIN.				
8	PARCEL LINE				
9	OUT OF SCOPE FOR THIS PROJECT				
10	4" CONCRETE OVER 4" COMPACTED BASE COURSE				
SYMBOL	DESCRIPTION	QTY			
	TURF GRASS: SOD (IMPERIAL BLUE FROM CHANSHARE SOD OR APPROVED EQUAL) INSTALLED OVER 5" TOPSOIL LAYER.	431 SF			
	BARK MULCH (SMALL BARK MULCH FROM MILLER COMPANIES LC OR APPROVED EQUAL) INSTALLED AT DEPTH OF 3" WITHOUT WEED BARRIER FABRIC. PLANTINGS WITHIN THIS AREA WILL INCLUDE TREES, SHRUBS, GRASSES AND PERENNIALS.	1,067 SF			
	ROCK MULCH, 1" (WASATCH TAN CRUSHED ROCK FROM STAKER PARSON OR APPROVED EQUAL) INSTALLED AT DEPTH OF 3" INSTALLED OVER DEWITT PRO 5 BARRIER FABRIC.	2,436 SF			

# GENERAL NOTES:

CONTRACTOR TO VERIFY ALL QUANTITIES.
 SEE L201 FOR PLANTING NOTES AND DETAILS.

## **IRRIGATION NOTES:**

LANDSCAPE TO BE WATERED WITH AUTOMATIC IRRIGATION SYSTEM.
 IRRIGATION PLAN BY OTHERS. PROVIDE SLEEVES UNDER DRIVEWAYS TO

PLANTING ISLANDS AS NEEDED.

DETAIL

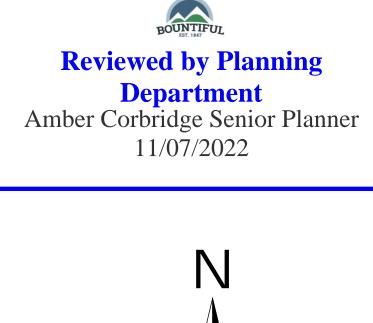
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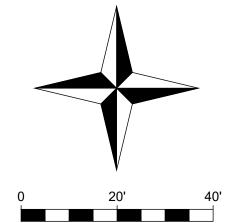
DETAIL

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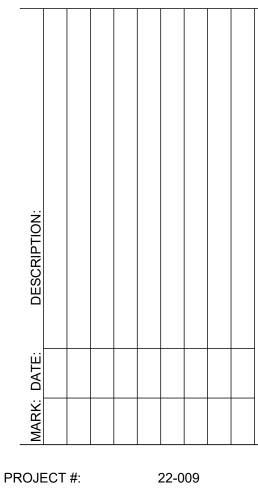
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ciuilsolutionsgroup<sub>inc.</sub>

ARTMENTS MAIN STREET UTAH 390 APA 390 SOUTH N BOUNTIFUL



DRAWN BY: **REVIEWED BY:** ISSUED:

KJ JH

11.01.2022



LANDSCAPE PLAN

L101

## LANDSCAPE NOTES & SPECIFICATIONS:

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO ANY SITE WORK, IRRIGATION AND LANDSCAPE WORK; CONTRACTOR SHALL REPORT ANY CONFLICTS TO THE OWNERS REPRESENTATIVE.
- 2. THE CONTRACTOR(S) AND SUBCONTRACTORS ARE 100% RESPONSIBLE FOR ANY DAMAGE OCCURRED BY CONTRACTOR/SUBCONTRACTORS TO BUILDINGS, VEHICLES, TREES, SIDEWALKS, CURBS, DRIVES, UTILITIES AND ALL PROPERTY OF THE OWNER. IF ANY DAMAGE OCCURS TO THE OWNER'S BUILDINGS, SITE, LANDSCAPE, AND PROPERTY THE CONTRACTOR MUST REPORT IT IMMEDIATELY AND WORK OUT A SOLUTION WITH OWNER'S
- 3. TIME IS OF THE ESSENCE AND THE OWNER IS RELYING ON THE LANDSCAPING TO BE COMPLETED IN A PROFESSIONAL AND TIMELY MANNER.
- 4. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION FROM THE PLANS OR SPECIFICATIONS MUST HAVE WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE.

PLANTING NOTES

- 5. THE PLANTING PLAN IS DIAGRAMMATIC, AND PLANT LOCATIONS ARE APPROXIMATE. IF NECESSARY ADJUST PLANTING LOCATION TO ACCOMMODATE UTILITIES AND OTHER **UN-FORESEEN OBSTACLES**
- 6. PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED ON PLANT SCHEDULE 7. THE CONTRACTOR SHALL VERIFY PLANT QUANTITIES AND NOTIFY THE LANDSCAPE ARCHITECT
- OF ANY DISCREPANCIES BETWEEN QUANTITIES AND SYMBOLS SHOWN. 8. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, SOLAR NEEDS, WATER NEEDS, AND CULTURE ONLY AS APPROVED BY THE OWNER'S REP.
- 9. PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE MOISTENED BEFORE PLANTINGS.
- 10. ALL GRASS SEED AREAS SHALL RECEIVE A MINIMUM OF SIX (6) INCHES OF IMPORTED TOPSOIL AND TEN (10) INCHES IN PLANTING BEDS. ALL TOPSOIL USED ON THIS PROJECT SHALL MEET THE FOLLOWING CRITERIA:
- 10.1. pH: 5.5 8.0 10.2. MINIMUM 1% PERCENT ORGANIC MATTER]
- 10.3. TEXTURE (PARTICLE SIZE PER USDA SOIL CLASSIFICATION): SAND: <70%, CLAY: <30%
- 10.4. SILT: = BALANCE 10.5. STONE FRAGMENTS (GRAVELS OR ANY SOIL PARTICLE GREATER THAN 2 MM IN SIZE): <5%
- (BY VOLUME) 11. IN ADDITION, THE SOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM AND SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE FREE OF STONES, LUMPS, CLODS OF HARD EARTH, PLANTS OR THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER. THE SOIL SHALL CONTAIN NO NOXIOUS WEEDS NOR THEIR SEEDS. IT SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
- 12. THE FOLLOWING PROCEDURES SHALL BE FOLLOWED IN PLACING ALL TOPSOIL 12.1. SUB-GRADE MATERIAL SHALL BE ROUGH GRADED TO PLUS OR MINUS 0.1 FEET OF A FINAL ROUGH GRADE WHICH WILL ALLOW THE CONTRACTOR TO ACHIEVE FINAL FINISH GRADE THROUGH THE INSTALLATION OF IMPORTED TOPSOIL
- 12.2. SCARIFY SURFACE OF SUB-GRADE TO A TWO (2) INCH DEPTH TO PROVIDE TRANSITION ZONE BETWEEN SUB-GRADE AND TOPSOIL. PLACE TOPSOIL ON SUB-GRADE AND FINE GRADE TO FINAL FINISH GRADE AND TOPSOIL DEPTHS AS INDICATED ON THE DRAWINGS AND IN THESE NOTES
- 12.3. FINISH GRADE TO BE 1" BELOW TOP OF CURB OR WALK FOR TURF AREAS, 2" FOR PLANTER BEDS
- 12.4. LANDSCAPE CONTRACTOR SHALL MAINTAIN A MINIMUM 3% DRAINAGE AWAY FROM ALL BUILDINGS, STRUCTURES, AND WALLS. FINISHED GRADES SHALL BE SMOOTHED TO ELIMINATE STANDING WATER, UNLESS SPECIFIED ON GRADING PLAN (SEE CIVIL SET). 12.5. ALL FINISHED GRADES SHALL BE APPROVED BY THE OWNER/OWNER'S AUTHORIZED
- REPRESENTATIVE PRIOR TO INSTALLATION OF ANY PLANT MATERIALS.
- 13. CONTRACTOR SHALL HAVE THE OWNER'S REP. APPROVE PLANT MATERIAL SIZE AND QUALITY PRIOR TO INSTALLATION. ANY PLANTS WHICH ARE NOT TRUE TO FORM, APPEAR STRESSED OR UNHEALTHY, INFESTED WITH PESTS, OR UNDERSIZED FOR THEIR CONTAINERS SHALL BE REJECTED
- 14. PLANT MATERIAL SHALL NOT BE ROOT BOUND. THREE [3] GALLON PLANTS AND LARGER SHALL HAVE BEEN GROWN IN CONTAINERS FOR A MINIMUM OF SIX (6) MONTHS UP TO A MAXIMUM OF TWO (2) YEARS. PLANTS SHALL EXHIBIT HEALTHY GROWTH AND BE FREE OF DISEASES AND PESTS. BARE ROOT MAY BE USED WHEN APPROVED BY OWNER'S REP.
- 15. ALL TREES SHALL BE 2" CALIPER SIZE MEASURED 12" ABOVE THE GROUND. 16. PLANTS SHALL NOT BE PLACED WITHIN TWELVE [12] INCHES OF SPRINKLER HEADS.
- 17. PLANTING PROCEDURES FOR ALL PLANT MATERIALS, ESPECIALLY TREES, SHALL BE AS FOLLOWS:
- 17.1. DIG PLANTING HOLE THREE (3) TIMES THE WIDTH OF THE ROOT BALL, AND SAME DEPTH AS THE ROOT BALL DEPTH. SIDES OF HOLE SHOULD BE ROUGHENED AND NOT SMOOTH OR SCULPTED.
- 17.2. FOR CONTAINER PLANTS, REMOVE CONTAINER AND PLACE ROOT BALL IN CENTER OF HOLE, WITH ROOT BALL RESTING ON UNDISTURBED SOIL. ROOT CROWN OR COLLAR SHALL BE AT OR JUST ABOVE FINISHED GRADE.
- 17.3. FOR BALLED AND BURLAP PLANTS, PLACE ROOT BALL IN CENTER OF HOLE AND RESTING ON UNDISTURBED GROUND. CUT AND REMOVE WIRE BASKET AND BURLAP OR OTHER WRAPPING MATERIAL FROM ROOT BALL THIS MAY BE DONE WITH ROOT BALL IN HOLE. BURLAP OR WIRE PIECES UNDERNEATH THE ROOT BALL MAY BE LEFT IF THEY CANNOT BE REMOVED. DO NOT FOLD BURLAP OVER, BUT CUT AWAY AS MUCH AS POSSIBLE WITHOUT DISTURBING ROOT BALL. BACKFILL BOTTOM THIRD (1/3) OF HOLE AS WIRE AND BURLAP ARE REMOVED.
- 17.4. PLACE PLANT IN THE HOLE AND BACKFILL TO HALFWAY POINT AND PLACE AGRIFORM PLANTING TABLETS IN THE HOLE ABOUT 1-2 INCHES AWAY FROM THE ROOT TIPS. DO NOT PLACE TABLETS IN THE BOTTOM OF THE PLANTING HOLE. SEE DETAIL AND CHART FOR SUGGESTED APPLICATION RATES.
- 17.5. FINISH FILLING THE HOLE AROUND THE PLANT TO GRADE LEVEL
- 17.6. THOROUGHLY WATER PLANT, THEN COMPLETE BACKFILLING THE HOLE. FORM A WATERING BASIN AROUND THE PLANT AND THOROUGHLY WATER AGAIN.
- 18. MONITOR ALL PLANTS TO INSURE THAT NO SETTLING OCCURS.
- 19. THE LANDSCAPE CONTRACTOR SHALL LEAVE SITE IN A CLEAN CONDITION, REMOVING ALL UNUSED MATERIAL, TRASH AND TOOLS.
- 20. AT SUBSTANTIAL COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNER AND ARRANGE FOR A WALK THROUGH. SUBSTANTIAL COMPLETION SHALL BE DEFINED AS COMPLETION OF ALL WORK OUTLINED IN THE PLANS AND SPECIFICATIONS WITH THE EXCEPTION OF FINAL CLEAN UP AND DEMOBILIZATION. WORK MUST BE FULLY COMPLETED ACCORDING TO ALL PLANS, NOTES, AND SPECIFICATIONS AND EXHIBIT PROFESSIONAL WORKMANSHIP. A MAINTENANCE PERIOD WILL BEGIN ON THE DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION BY OWNER.
- 1. LANDSCAPE CONTRACTOR TO PROVIDE DETAILED AS BUILT DRAWINGS TO OWNERS REPRESENTATIVE UPON COMPLETION OF LANDSCAPE PLANTING. THE DRAWING TO SHOW LOCATION OF: BUILDING, HARDSCAPES, AND ALL PLANT MATERIAL (TREES, SHRUBS, GRASSES, PERENNIALS AND OTHERS). THE AS-BUILT DRAWINGS MUST USE THE BOTANIC NAMES OF SPECIES INSTALLED. THE CONTRACTOR MUST REVIEW THE AS-BUILT DRAWINGS WITH OWNERS REPRESENTATIVE PRIOR TO COMPLETION OF PROJECT.
- 22. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS UNTIL PROJECT COMPLETION AS DETERMINED BY THE OWNER'S REP. TURF SHALL BE CONSIDERED FULLY ESTABLISHED WHEN GRASS STANDS COME IN UNIFORM AND THICK, WITH NO BARE OR THIN SPOTS, AND ROOTS HAVE BEGUN TO SPREAD AND KNIT TOGETHER. NO WEEDS SHALL BE ALLOWED IN THE GRASS. THE MAINTENANCE WORK REQUIRED SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: 22.1. DAILY WATERING OF ALL PLANT MATERIAL
- 22.2. WEEDING AND REMOVAL OF ALL WEEDS FROM GROUND COVER AND PLANTING AREAS.
- 22.3. REPLACEMENT OF ANY DEAD, DYING, OR DAMAGED TREES, SHRUBS OR GROUNDCOVER. 22.4. FILLING AND REPLANTING OF ANY LOW AREAS WHICH MAY CAUSE STANDING WATER.
- 22.5. ADJUSTING OF SPRINKLER HEAD HEIGHTS AND WATERING PATTERNS.
- 22.6. FILLING AND RE-COMPACTION OF ERODED AREAS, ALONG WITH ANY REQUIRED RE-SEEDING AND/OR RE-PLANTING.
- 22.7. GRASS SHALL BE MOWED WHEN BLADES REACH THREE [3] INCHES TALL. NO MORE THAN ONE THIRD (1/3) OF THE BLADE SHALL BE REMOVED PER CUTTING. CUTTING FREQUENCY SHALL BE ONCE EVERY FIVE (5) TO SEVEN (7) DAYS.
- 22.8. WEEKLY REMOVAL OF ALL TRASH, LITTER, CLIPPINGS AND ALL FOREIGN DEBRIS.

23. CONTRACTOR TO FERTILIZE TREES, SHRUBS, PERENNIALS AND GRASSES WITH MILLERS A TO Z MIX ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

- 24. PLANT QUALITY AT OR BELOW THE SOIL LINE: 24.1. A MINIMUM OF THREE STRUCTURAL ROOTS REASONABLY DISTRIBUTED AROUND THE TRUNK SHALL BE FOUND IN EACH PLANT. PLANTS WITH STRUCTURAL ROOTS ON ONLY ONE
- SIDE OF THE TRUNK (J ROOTS) SHALL BE REJECTED. 24.2. THE ROOT CROWN MUST NOT BE MORE THAN TWO INCHES BELOW THE SOIL LINE. THE TOP TWO STRUCTURAL ROOTS SHALL BE NO MORE THAN TREE INCHES BELOW THE SOIL LINE WHEN MEASURED FOUR INCHES RADIAL TO THE TRUNK. THE TOP OF THE OTHER STRUCTURAL ROOT SHALL BE NO GREATER THAN FIVE INCHES BELOW THE SOIL LINE WHEN MEASURED FOUR INCHES RADIAL TO THE TRUNK. THE GROWER MAY REQUEST A MODIFICATION TO THIS REQUIREMENT FOR SPECIES WITH ROOTS THAT RAPIDLY DESCEND,
- ROOTS ACROSS THE TOP OF THE STRUCTURAL ROOTS. 24.3. THE ROOT SYSTEM SHALL BE REASONABLY FREE OF ROOT DEFECTS INCLUDING POTENTIALLY
- STEM-GIRDLING ROOTS ABOVE THE ROOT COLLAR AND MAIN STRUCTURAL ROOTS, VERTICAL ROOTS, AND/OR KINKED ROOTS FROM NURSERY PRODUCTION PRACTICES, INCLUDING ROOTS ON THE INTERIOR OF THE ROOT BALL 24.3.1.REASONABLE AND REASONABLY - WHEN USED IN THIS SPECIFICATION RELATIVE TO
- PLANT QUALITY ARE INTENDED TO MEAN THAT THE CONDITIONS CITED WILL NOT AFFECT THE ESTABLISHMENT OR LONG-TERM STABILITY, HEALTH, OR GROWTH OF THE PLANT. THIS SPECIFICATION RECOGNIZES THAT IT IS NOT POSSIBLE TO PRODUCE PLANTS FREE OF ALL DEFECTS AND THAT SOME DECISIONS CANNOT BE TOTALLY BASED ON MEASURED FINDINGS, SO PROFESSIONAL JUDGEMENT IS REQUIRED. IN CASES OF DIFFERING OPINION. THE LANDSCAPE ARCHITECT SHALL DETERMINE WHEN CONDITIONS WITHIN THE PLANT ARE JUDGED AS REASONABLE.
- 24.3.2. THE FINAL PLANT GROWER SHALL BE RESPONSIBLE FOR CERTIFYING THAT THE PLANTS HAVE BEEN ROOT PRUNED AT EACH STEP IN THE PLANT PRODUCTION PROCESS TO REMOVE STEM-GIRDLING ROOTS AND KINKED ROOTS, OR SHALL ENSURE THAT THE PREVIOUS LINER PRODUCTION SYSTEM USED OTHER PRACTICES THAT PRODUCE A ROOT SYSTEM THROUGHOUT THE ROOT BALL THAT MEETS THESE SPECIFICATIONS. REGARDLESS OF THE WORK OF PREVIOUS GROWERS, THE PLANT'S ROOT SYSTEM SHALL BE MODIFIED AT THE FINAL PRODUCTIONS STAGE TO PRODUCE THE REQUIRED PLANT ROOT QUALITY. THE FINAL GROWER SHALL CERTIFY IN WRITING THAT ALL PLANTS ARE REASONABLY FREE OF ROOT DEFECTS AS DEFINED IN THIS SPECIFICATION AND THAT THE TREE HAS BEEN GROWN AND HARVESTED TO PRODUCE A PLANT THAT MEETS THESE SPECIFICATIONS.
- 24.4. ALL PLANTS MAY BE INSPECTED AT THE SUPPLIER'S NURSERY. THE LANDSCAPE ARCHITECT MAY MAKE INVASIVE INSPECTION OF THE ROOT BALL AS NEEDED TO VERIFY THAT PLANTS MEET THE REQUIREMENTS. INSPECTIONS OF CONTAINER TREES MAY REQUIRE RANDOM CUTTING INTO THE INTERIOR ROOT BALL OF UP TO 2 PERCENT BUT NOT FEWER THAN TWO TREES OF EACH TYPE OF TREE IN A CONTAINER AT EACH SOURCE NURSERY. SUCH CUTTING AND INSPECTION MAY RENDER THE CONTAINER TREE UNSUITABLE FOR PLANTING. FINDINGS OF THE ROOT INSPECTIONS SHALL BE CONSIDERED AS REPRESENTATIVE OF ALL TREES OF THAT TYPE FROM THAT SOURCE.
- 24.5. CONTAINER-GROWN PLANTS, IN ADDITION TO THE ABOVE REQUIREMENTS, SHOULD COMPLY WITH THE FOLLOWING:
- 24.5.1.1. CONTAINER-GROWN PLANTS MAY BE PERMITTED ONLY WHEN INDICATED ON THE DRAWING OR THIS SPECIFICATION. 24.5.2.CONTAINER-GROWN STOCK SHALL HAVE BEEN GROWN IN A CONTAINER LONG ENOUGH
- FOR THE ROOT SYSTEM TO HAVE DEVELOPED 24.6. SUFFICIENTLY TO HOLD ITS POTTING MEDIUM TOGETHER BUT NOT SO LONG AS TO HAVE DEVELOPED ROOTS THAT ARE MATTED OR CIRCLING AROUND THE EDGE OR INTERIOR OF THE ROOT MASS. PLANTS SHALL HAVE BEEN ROOT PRUNED AT EACH CHANGE IN CONTAINER
- SIZE 24.6.1.PLANTS THAT FAIL TO MEET ANY OF THE ABOVE REQUIREMENTS SHALL BE MODIFIED TO CORRECT DEFICIENCIES IF APPROVED BY THE LANDSCAPE ARCHITECT. MODIFICATION
- SHALL INCLUDE THE FOLLOWING: 24.6.1.1. SHAVING ALL CIRCLING ROOTS ON THE EXTERIOR OF THE ROOT MASS DEEP ENOUGH SO THAT ALL CUT ROOTS ENDS ARE ROUGHLY RADIAL TO THE TRUNK. 24.6.1.2. REMOVAL OF ALL ROOTS ABOVE THE TOP OF THE MAIN STRUCTURAL ROOTS AND
- TRUNK FLARE INCLUDE ANY ROOTS THAT ARE IMPRINTS FROM PREVIOUS SMALLER CONTAINERS. (THE ABOVE MODIFICATIONS SHALL NOT BE CAUSE TO ALTER THE WARRANTY PROVISIONS OF THIS SPECIFICATION.)

### TREE STAKING:

- 31. LANDSCAPE CONTRACTOR TO PROVIDE BID TO STAKE UP TO 50% OF TREES. 32. THE OWNER/OWNERS REPRESENTATIVE SHALL HAVE THE AUTHORITY TO REQUIRE THAT
- TREES ARE STAKED OR TO REJECT STAKING AS AN ALTERNATIVE WAY TO STABILIZE THE TREE. 33. TREES THAT REQUIRE HEAVILY MODIFIED ROOT BALLS TO MEET THE ROOT QUALITY STANDARDS
- MAY BECOME UNSTABLE. THE OWNER/OWNERS REP MAY CHOOSE TO REJECT THESE TREES RATHER THAN UTILIZE STAKING TO TEMPORARILY SUPPORT THE TREE.
- 34. STAKES SHALL BE LODGE POLE STAKES FREE OF KNOTS AND OF DIAMETERS AND LENGTHS APPROPRIATE TO THE SIZE OF PLANT AS REQUIRED TO ADEQUATELY SUPPORT THE PLANT. 35. PLANTS SHALL STAND PLUMB AFTER STAKING
- REMOVE TREE STAKING AFTER THE FIRST FULL GROWING SEASON UNLESS DIRECTED BY THE OWNER/OWNERS REP.

## MULCH:

- 36. ALL PLANTER BEDS ARE TO RECEIVE ROCK MULCH AS SPECIFIED ON PLANS OR APPROVED EQUAL BY OWNER'S REP.
- 37. PRIOR TO PLACEMENT OF WEED FABRIC, TREAT AREAS WITH PRE-EMERGENT 38. HERBICIDE ACCORDING TO MANUFACTURERS RECOMMENDATIONS.

WEED FABRIC:

39. AREAS TO RECEIVE WEED BARRIER FABRIC INCLUDE PLANTER BEDS WITH ROCK MULCH. CONTRACTOR TO INSTALL DEWITT PRO 5 WEED FABRIC. CONTRACTOR TO INSTALL WEED BARRIER PER MANUFACTURERS RECOMMENDATIONS INCLUDING THE USE OF STAPLES AS OFTEN AS RECOMMENDED.

## MAINTENANCE & WARRANTIES:

- 40. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE TREES, PLANTER BEDS (INCLUDING WEEDING), SHRUB PRUNING, WATERING THE PLANTS AND IRRIGATION SYSTEM FOR THE DURATION OF THE CONSTRUCTION PERIOD.
- 41. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF LANDSCAPE FOR 90 DAYS PAST THE FINAL INSPECTION. THE MAINTENANCE IS TO INCLUDE: WEEDING PLANTER BED AREAS, SPRAYING THE SOD AREAS FOR WEEDS AND FERTILIZATION (1 APPLICATION AFTER
- INITIAL APPLICATION), MOWING, TRIMMING, AND IRRIGATION REPAIRS. 42. ALL SHRUBS AND GROUND COVERS SHALL BE GUARANTEED BY THE CONTRACTOR AS TO GROWTH AND HEALTH FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE MAINTENANCE PERIOD AND FINAL ACCEPTANCE. ALL TREES SHALL BE GUARANTEED BY THE CONTRACTOR TO LIVE AND GROW IN AN ACCEPTABLE UPRIGHT POSITION FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE SPECIFIED MAINTENANCE PERIOD AND FINAL ACCEPTANCE.
- 43. THE ONLY CONDITIONS WHICH RELIEVE THE CONTRACTOR FROM THE GUARANTEE OF PLANT MATERIALS AS DESCRIBED ABOVE ARE THOSE WHICH CAN BE SHOWN ARE A DIRECT RESULT OF IMPROPER CARE OR WATERING BY THE OWNER AFTER THE MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD.
- 44. THE CONTRACTOR, WITHIN FIFTEEN (15) DAYS AFTER RECEIVING WRITTEN NOTIFICATION BY THE OWNERS REP., SHALL REMOVE AND REPLACE ALL GUARANTEED PLANT MATERIALS WHICH FAIL TO MEET THE REQUIREMENTS OF THE GUARANTEE. REPLACEMENT SHALL BE MADE WITH PLANT MATERIALS AS INDICATED OR SPECIFIED ON THE ORIGINAL PLANS, AND ALL SUCH REPLACEMENT MATERIALS SHALL BE GUARANTEED AS SPECIFIED FOR THE ORIGINAL MATERIALS.

AGRIFORM® 20-10-5 PLANTING TABLETS PLUS MINORS

SUGGESTED APPLICATION RATES

Agriform<sup>®</sup> 21-gm Tablets (SKU# E90026\*, G90026)

Tree / Shrub Container Size

1 gal | 2 gal | 3 gal | 5 gal | 7 gal | 15 gal | 24"box

Maintenance Rates for Established Plantings

(Plant Height or Spread)

3 to 4

2to 4 4 to 6 6 to 8 8 to 10 10 to 12

4.S-6 ft. 6-7.S ft. 7.S-9 ft. additiona

4 to S

- AGRIFORM 20-10-5

AGRIFORM 20-10-5 PLANTING TABLETS

ROOTBALL

2 X ROOTBALL

12" AT 1 GALLON

22" AT 5 GALLON

32" AT 15 GALLON

GRADE

SPECIFIED.

- BACKFILL

S to 6

18"

add 1

add 1

10 INCHES

2

PLAN VIEW

 $(\bigcirc$ 

 $\sim$ 

3293-01

SET ROOTBALL CROWN I" HIGHER

- FINISHED GRADE.

329333.13-01

THAN SURROUNDING FINISHED

AWAY FROM ROOTBALL

- 2" MULCH IN WATER WELL.

- PLANT FERTILIZER TABLETS AS

COMPACTED AT BOTTOM OF HOLE

NATIVE SOIL MIX FIRMLY

(\*available in Canada SKU#E98355)

Installation 1 1 to 2 2 to 3 2 to 3 3 to 5 7 to 10 15 to 24

Agriform<sup>®</sup> 10-gm Tablets (SKU# E90805, G90805)

Application Rate for Well-Rooted Liners (Quart to gallon size)

1 to 2 tablets for each plant

Agriform<sup>®</sup> 5-gm Tablets (SKU# E90915, G90915)

Application Rate for Small Ground Cover/Perennials (Quart size or smaller)

1 tablet for each plant

PLANTING TABLET SHALL BE TIGHTLY COMPRESSED, LONG LASTING AND SLOW RELEASE.

POTASSIUM (K) ANALYSIS OF 20-10-5 AND TRACE ELEMENTS DERIVED FROM THE SOURCES

WEIGHTS OF 5, 10, AND 21 GRAMS WITH A NITROGEN (N), PHOSPHORUS (P), AND

36-54"

2 to 3

18-36"

1 to 2

Always refer to label instructions before application

or les:

Growing

Fast

BID SPECIFICATIONS:

LISTED IN THE GUARANTEED ANALYSIS.

NOT TO SCALE

WATER WELL 4" HIGH -

WELL AT LAWN AREA

AT AT

EXCAVATE SIDES OF -

SLOPE OF THE PIT AT

45 DEGREE ANGLE

IOT TO SCAL

DESIGNING OUR FUTURE

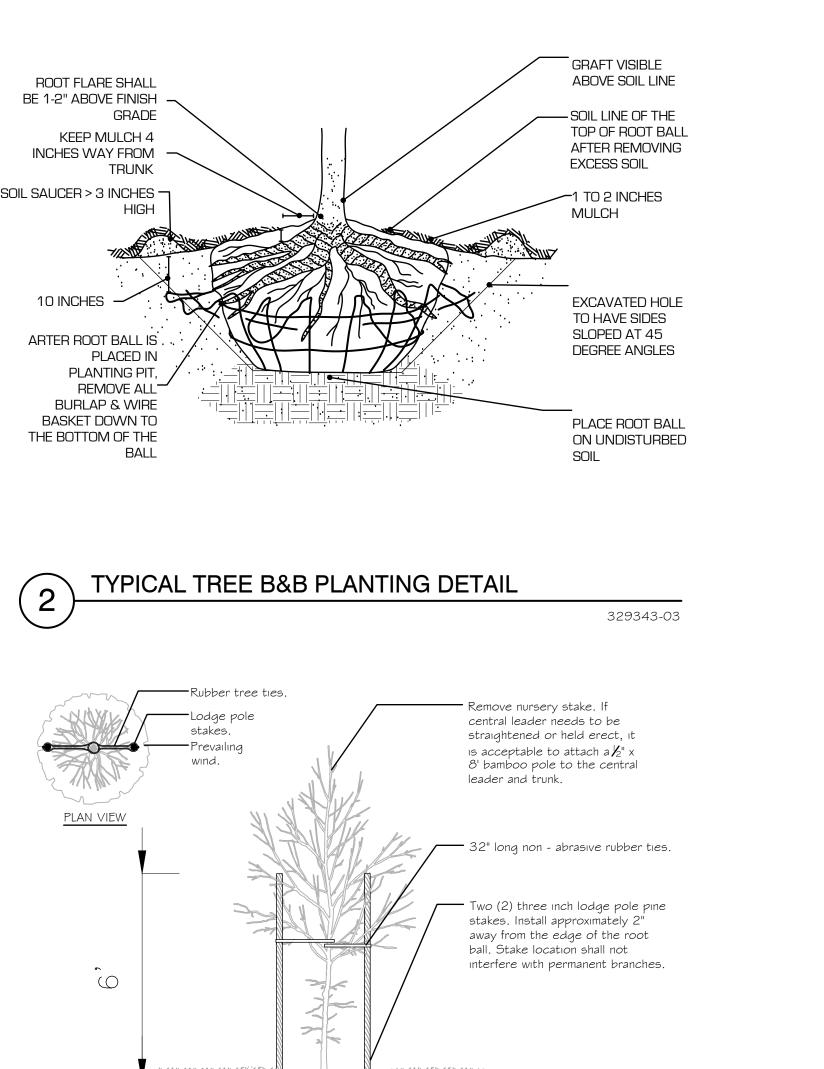
SHRUB PLANTING

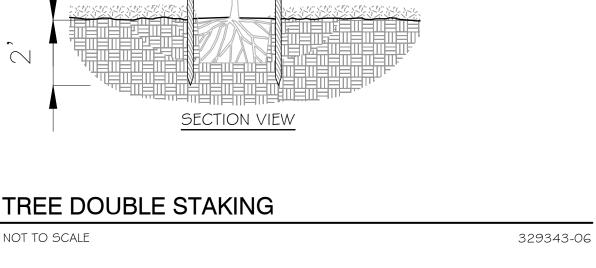
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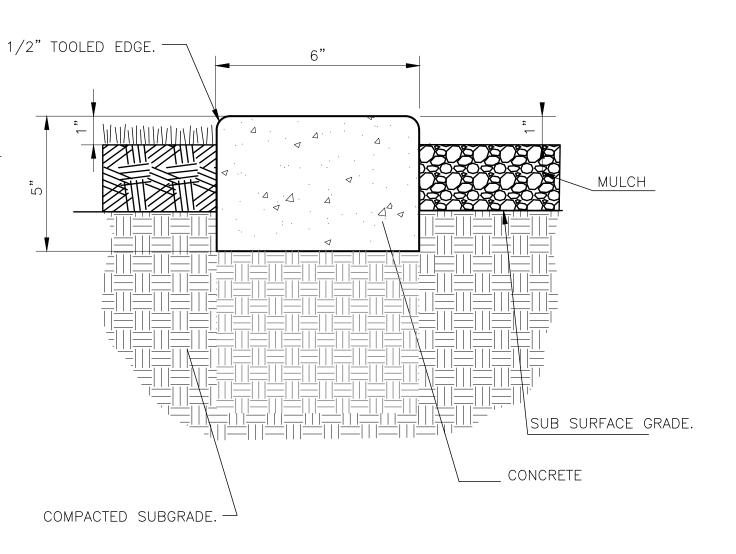
AT SHRUB, NO WATER

Growing

PROVIDED THAT THE GROWER REMOVES ALL CIRCLING ROOTS ABOVE THE STRUCTURAL







# 6"X6" CONCRETE MOW STRIP AT PLANTER EDGE

NOT TO SCALE

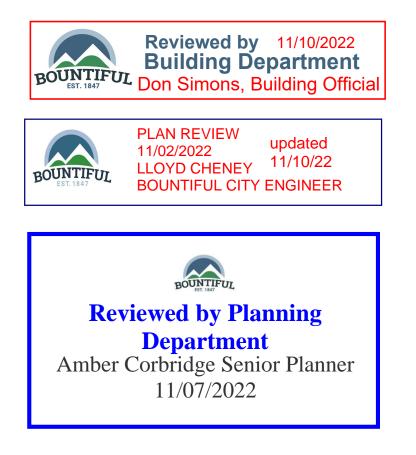
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L20<sup>-</sup>



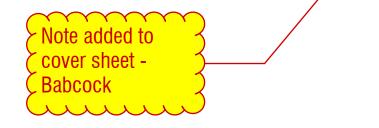
BUILDINGS UNDER CONSTRUCTION

•Buildings undergoing construction must comply with Chapter 33 of the IFC.

•Fire Department Access Roads: An all-weather fire department access road is required to be maintained at all times during construction. If the all-weather access is not maintained, SDMF reserves the right to stop work until the required roads are placed back in service.

•Water Supplies for Fire Protection: Water supplies required for fire protection are required to be maintained at all times during construction. If the fire protection water supply is not maintained, SDMF reserves the right to stop work until the required water supply for fire protection is placed back in service.

•Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions.



# **DESIGN CRITERIA:**

PROJECT ADDRESS 30 WEST 400 SOUTH BOUNTIFUL UTAH

LOT: SIZE: 0.2971 ACRES = 12,945 SQ.FT (10,000 SF MIN REQUIRED) FRONTAGE: 77.90' (50' REQUIRED)

CODE ANALYSIS

2018 INTERNATIONAL RESIDENTIAL CODE

TOWNHOUSE PROJECT: EACH UNIT SEPARATED BY 2-HOUR WALL ASSEMBLY PER R302.2 GARAGE SHEETED WITH <sup>5</sup>/<sub>8</sub>" GYPSUM GARAGE ACCESS DOOR 20 MIN RATED

STRUCTURAL DESIGN CRITERIA: SNOW: USE USU SNOW STUDY WIND: 155 MPH VUT 120 MPH V EXPOSURE: B SEISMIC: ZONE D2

CHAPTER THREE (3): BUILDING PLANNING TOWNHOUSE: R302.2 FIRE SEPARATION BETWEEN TOWNHOUSES: PER R302.2 (DOUBLE WALL) 🗲 ROOF: NO PENETRATIONS WITH IN 4' OF RATED WALL (UNLESS 30" PARAPET INSTALLED)

BUILDING HEIGHT AND AREA AREA: 5,600 SF (110' X 110' = 12,100SQ.FT. ALLOWABLE) HEIGHT: 36'-6' (55' ALLOWABLE)

SQUARE FOOTAGE PER UNIT:

LEVEL 1: CAR GARAGE575 SQ. FT.ENTRY125 SQ.FT.TOTAL LEVEL 1700 SQ. FT.

LEVEL 2: 700 SQ. FT. LIVING TOTAL LEVEL 2 700 SQ. FT.

LEVEL 3: LIVING / BED 700 SQ. FT. TOTAL LEVEL 3 700 SQ. FT. GRAND TOTAL USABLE 1,525 SQ. FT.

CAR GARAGE 575 SQ. FT. GRAND TOTAL 2,100 SQ. FT.

BUILDING COVERAGE:

ZONING DOWNTOWN (DN) ZONING

MAXIMUM BUILDING HEIGHT:

DN - DOWNTOWN ZONE: 14-7-107 STRUCTURE HEIGHT: 55'-0'

MINIMUM YARD REQUIREMENTS: SEE SHEET AS-101

FRONT YARD SET BACK:

INTERIOR SIDE YARD:

REAR YARD

10'-0"

10'-0"

10'-0"

# **DRAWING INDEX:** GENERAL:

G100 ..... SITE PLAN / DRAWING INDEX

SURVEY ..... SHEET 1 OF 1 CIVIL: COO1 ..... COVER AND LEGEND C101 ..... DEMOLITION PLAN C102 ..... SITE & DIMENSION PLAN C201 ..... GRADING PLAN C301 ..... STORM DRAIN & UTILITY PLAN C501 ..... DETAILS

C502 ..... DETAILS C503 ..... DETAILS LANDSCAPE: L101 ..... LANDSCAPE PLAN L201 ..... DETAILS ARCHITECTURAL: AS100 .....ARCHITECTURAL SITE PLAN AS101 ..... ARCHITECTURAL DUMPSTER DETAILS A101 ..... LEVEL 1 & 2 FLOOR PLANS A102 ..... LEVEL 3 & ROOF PLANS

A103 ..... UNIT "A" ENLARGED PLAN ..... UNIT "B-H" ENLARGED PLAN A104 ..... EXTERIOR ELEVATIONS A201 A202 ..... EXTERIOR ELEVATIONS A203 ..... BUILDING SECTIONS A204 ..... SECTIONS & DETAILS (FUTURE PKG) STRUCTURAL (FUTURE PACKAGE): S101 ..... FOOTING AND FOUNDATION PLAN S102 ..... MAIN LEVEL FRAMING PLAN

..... UPPER LEVEL FRAMING PLAN S103 . S104 ..... ROOF FRAMING PLAN S105 ..... STRUCTURAL DETAILS

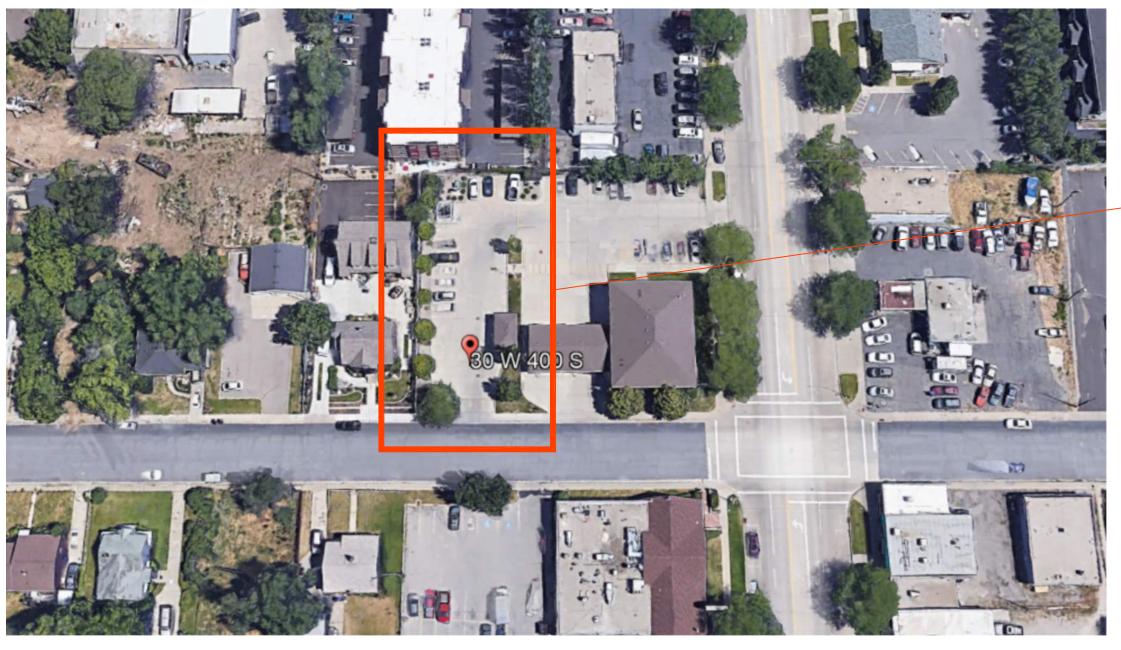
ELECTRICAL (FUTURE PACKAGE): E101 ..... LOWER LEVEL POWER / LIGHTING PLAN

E102	 MAIN LEVEL POWER / LIGHTING PLAN
E103	 UPPER LEVEL POWER / LIGHTING PLA

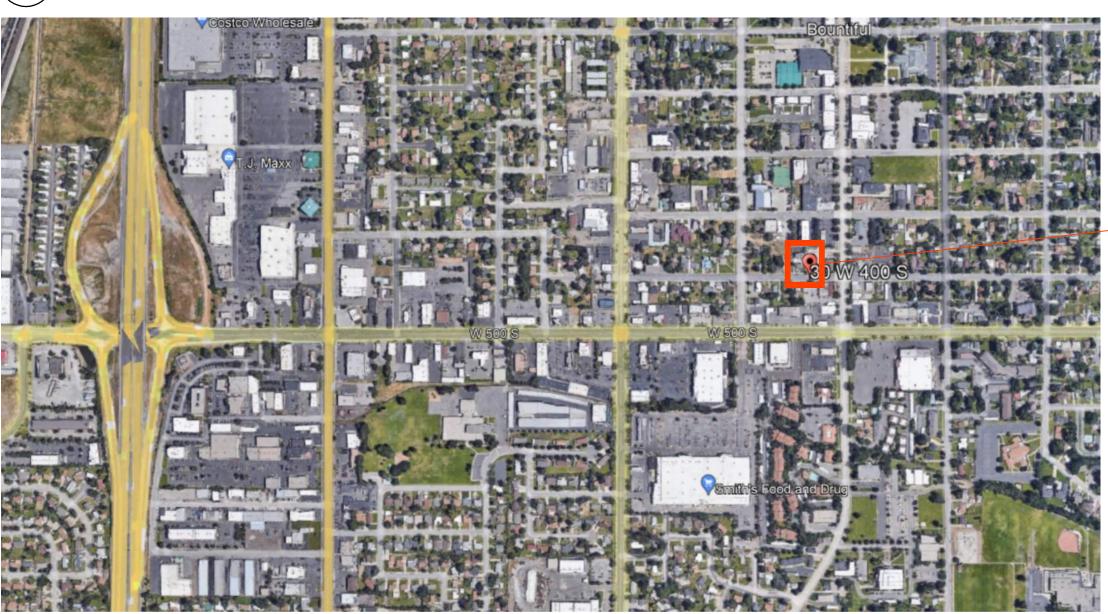
UNIT	"/
(TOTAL LIVING)	LEVE LEVI LEVE

	125 SF	•••••	LEVE
	700 SF		LEVI
	700 SF		LEVE
	1,525 SF	(TOTAL LIVING)	
	5 75 oF		
	575 SF		LEVE
	2,100 SF	(GRAND TOTAL)	
-			





ENLARGED VICINITY MAP 3



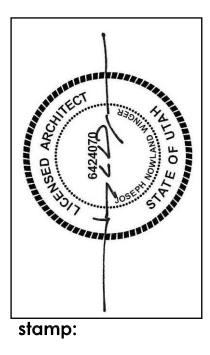


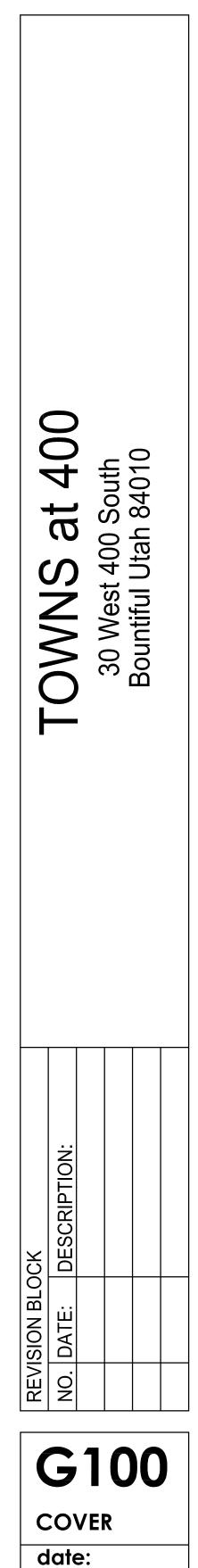


PERSPECTIVE

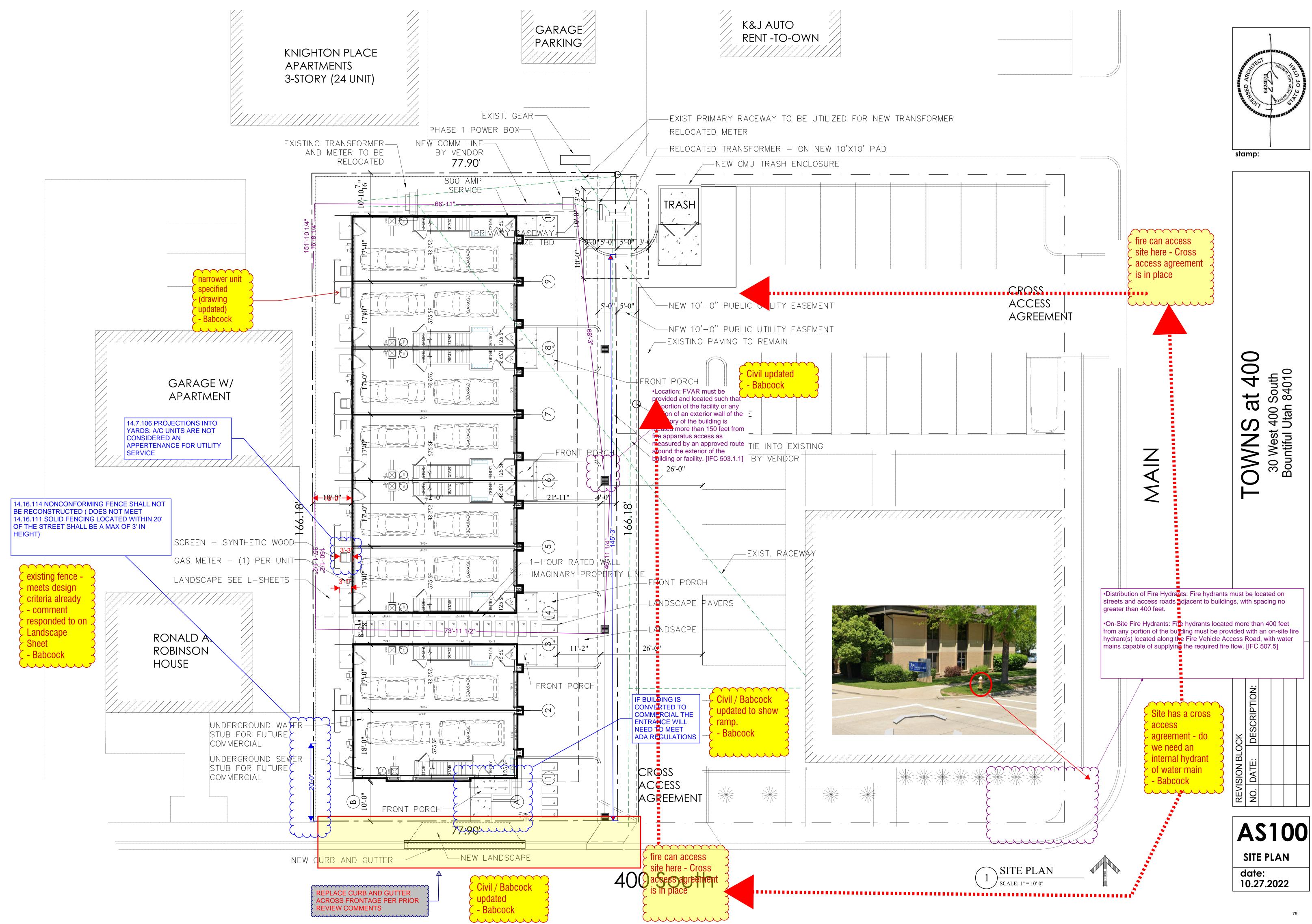
SITE

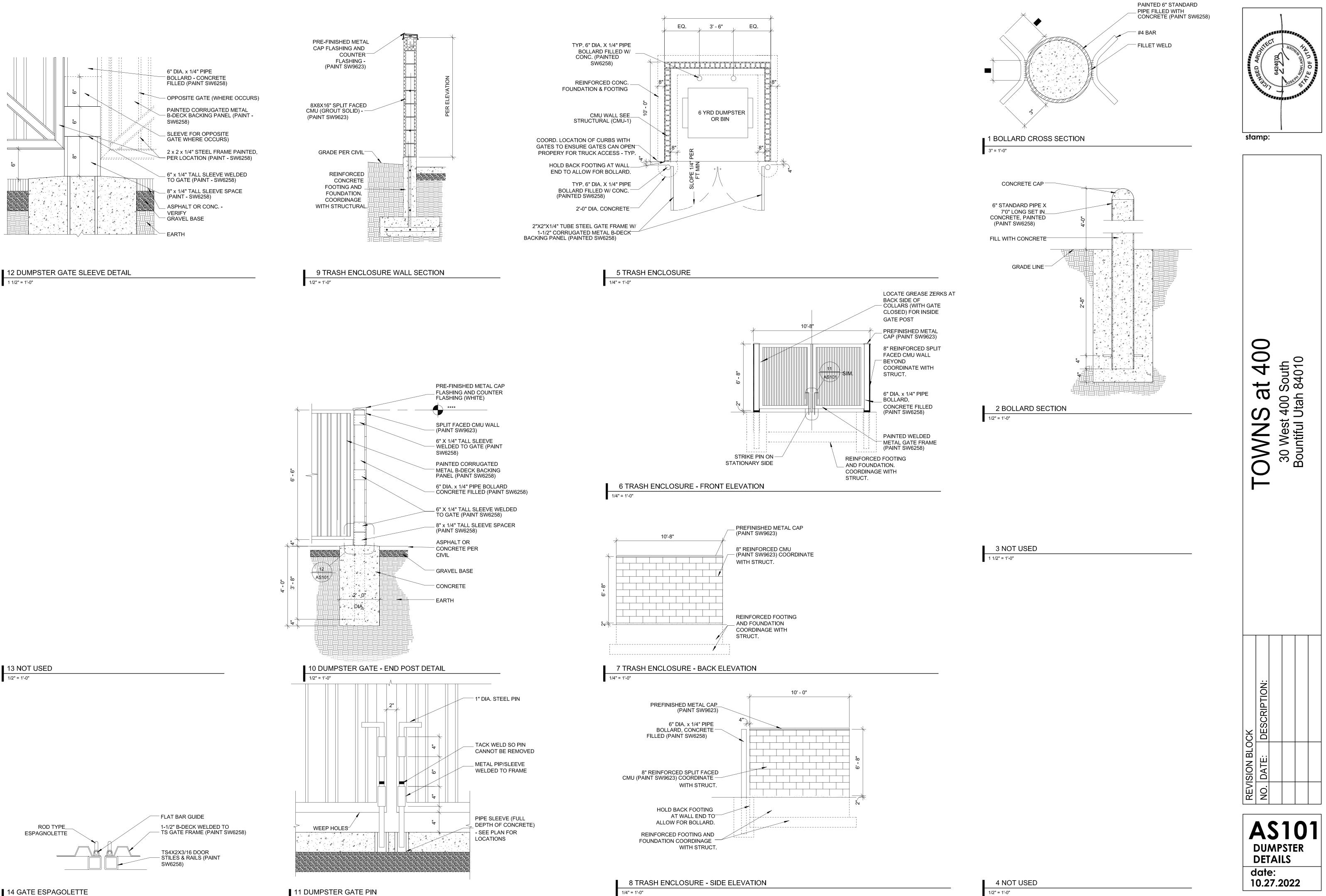
- SITE



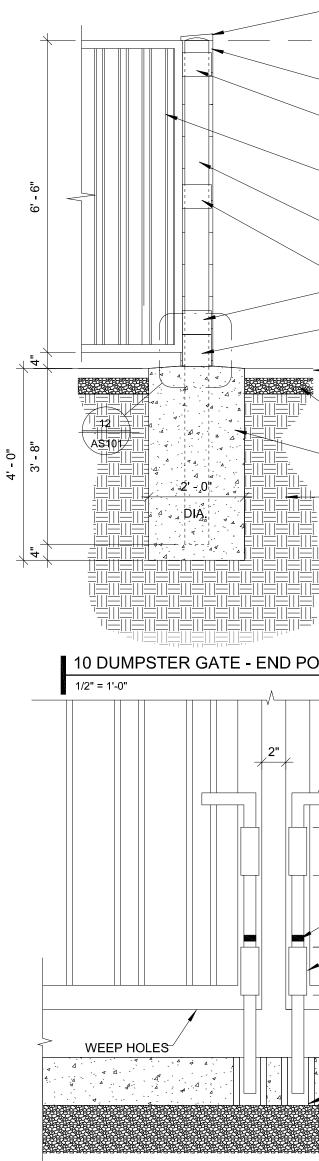


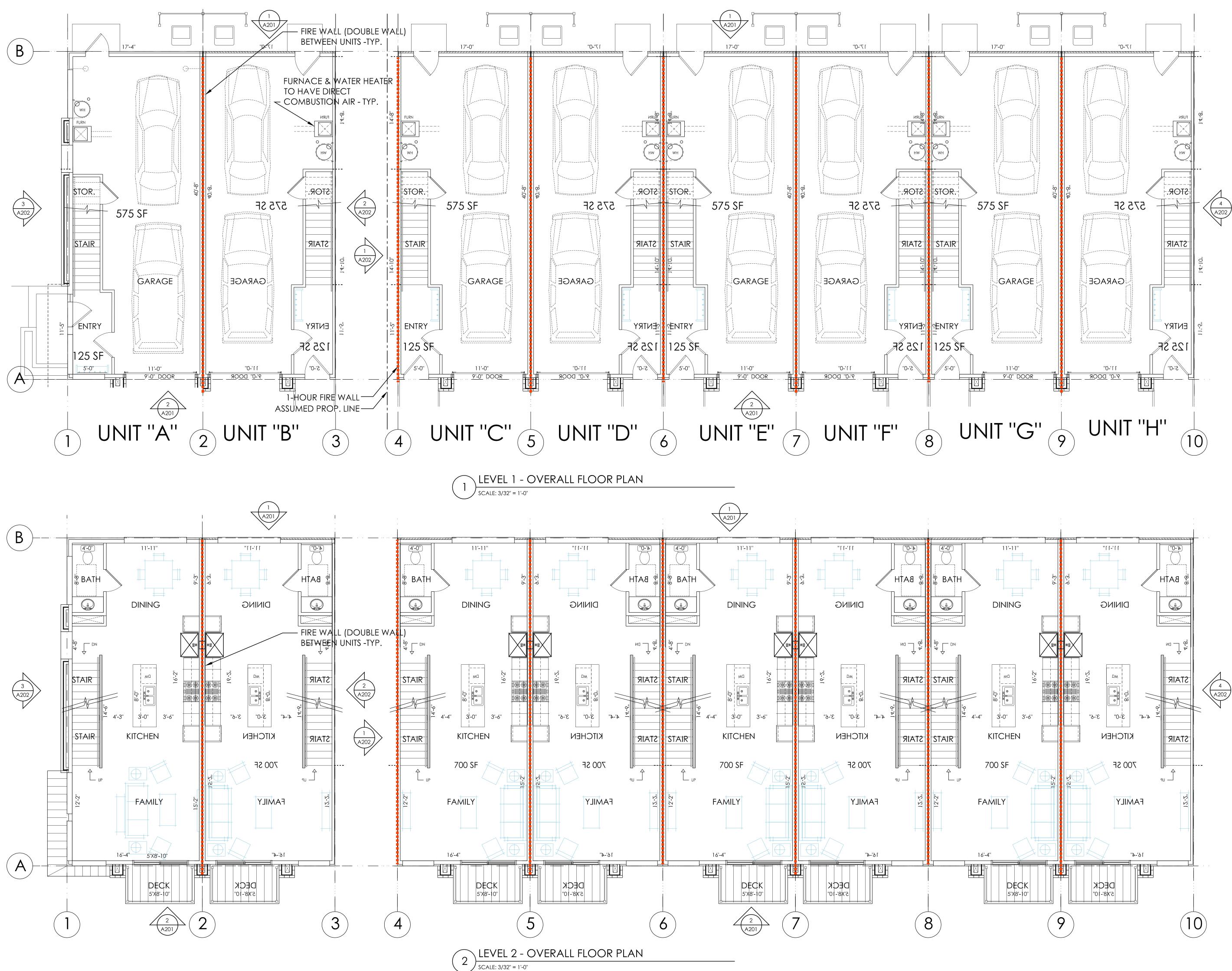
10.27.2022

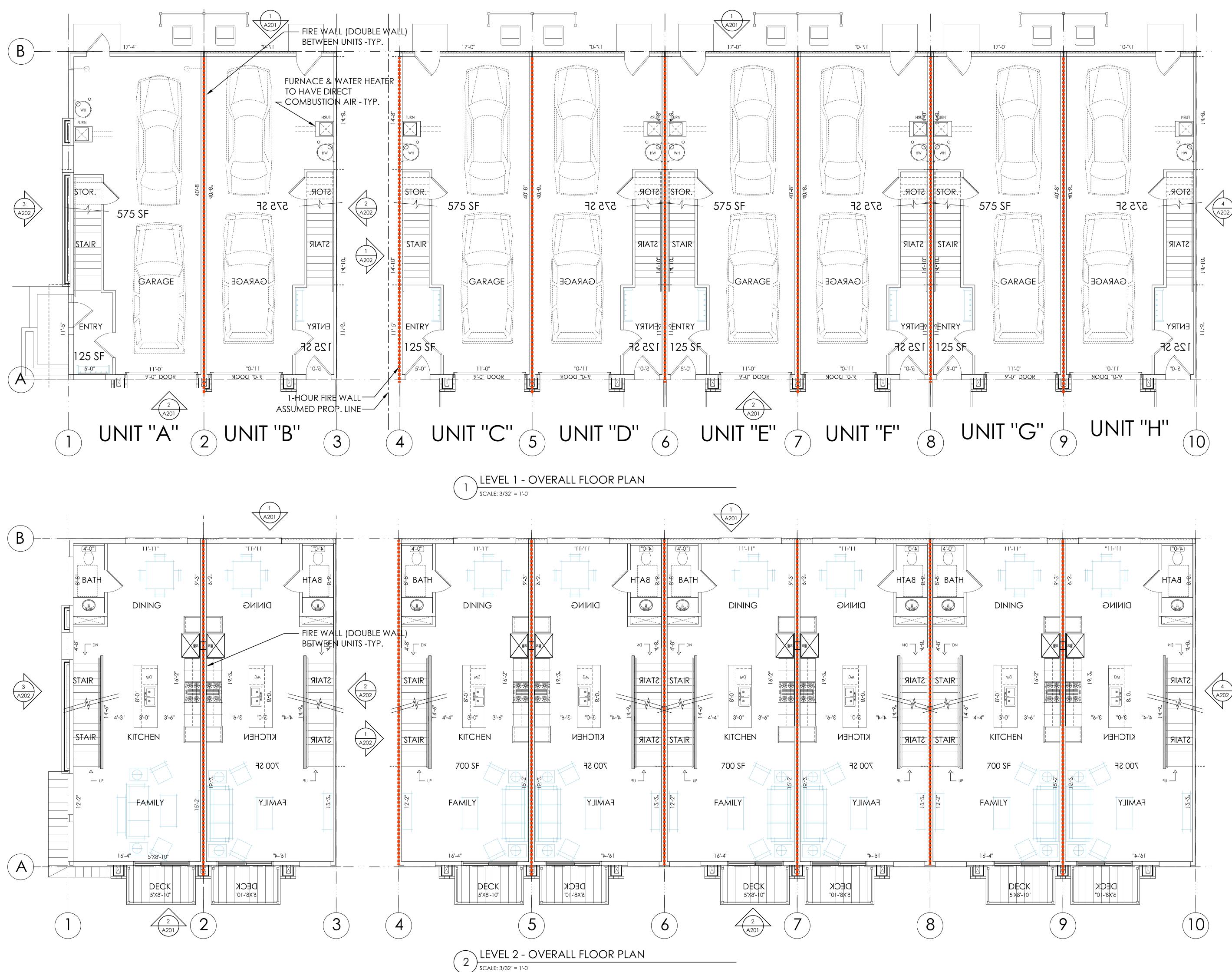


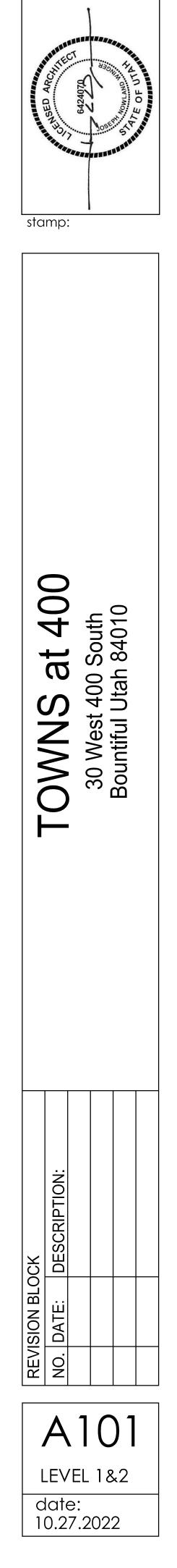


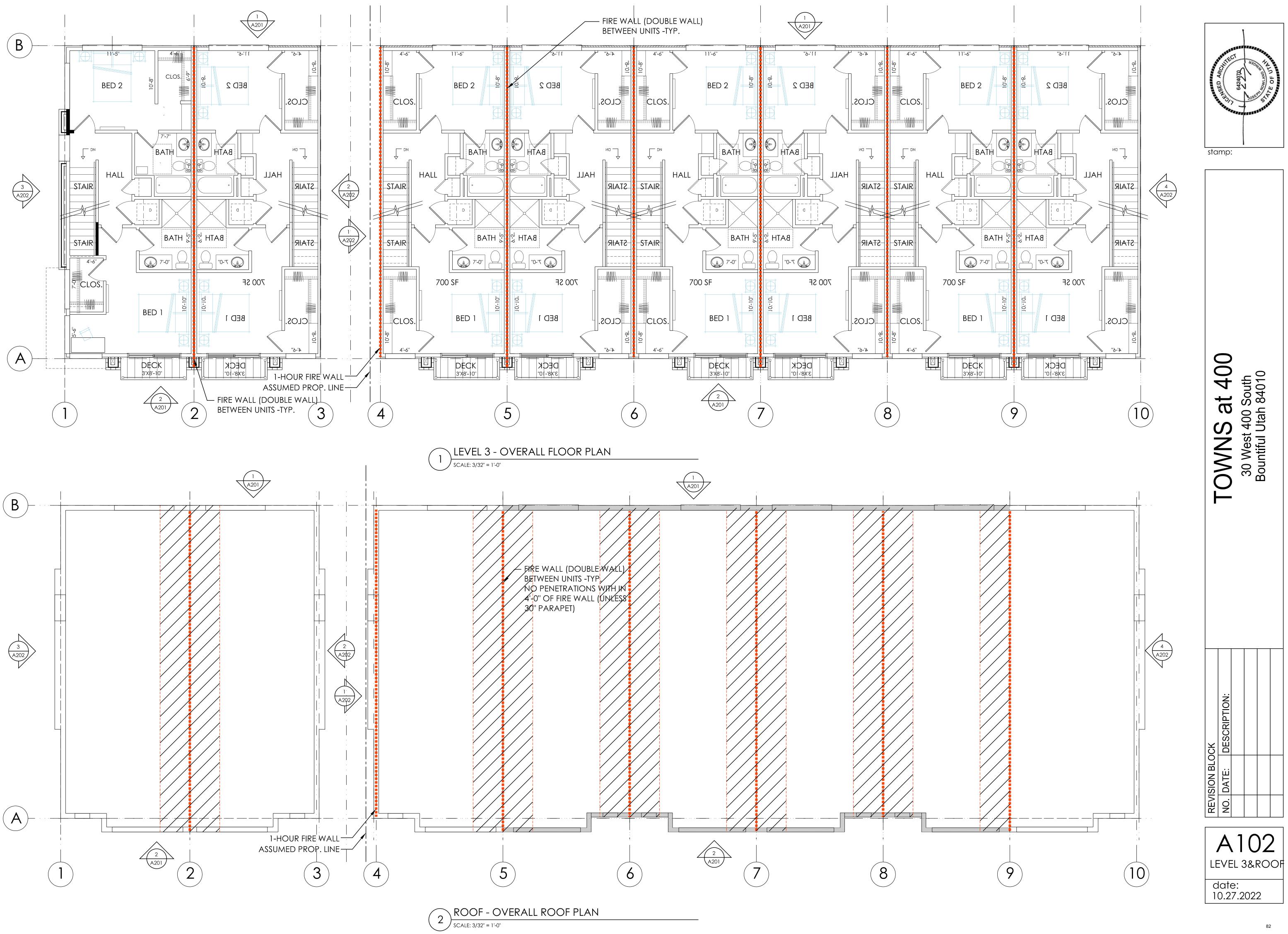


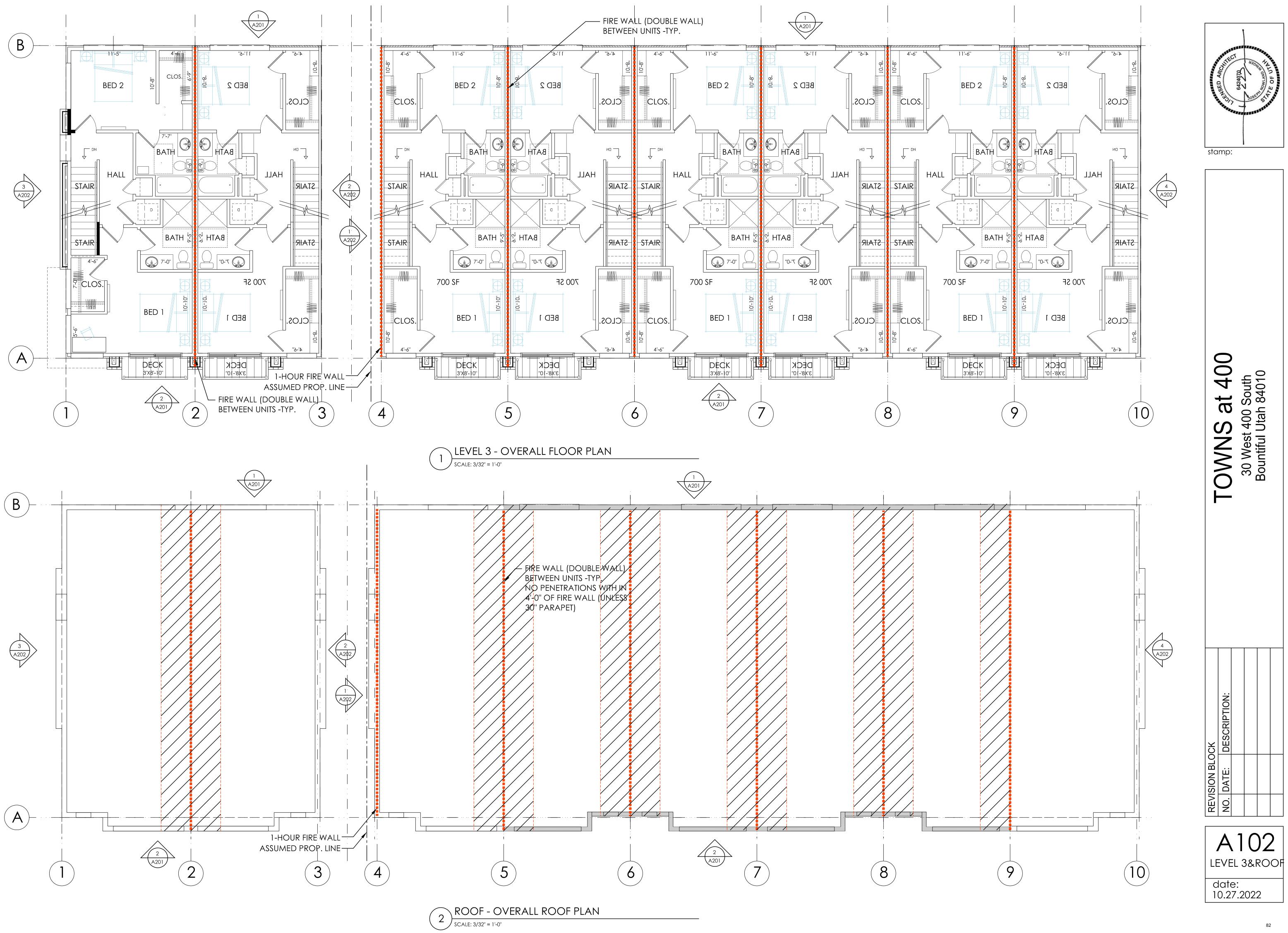


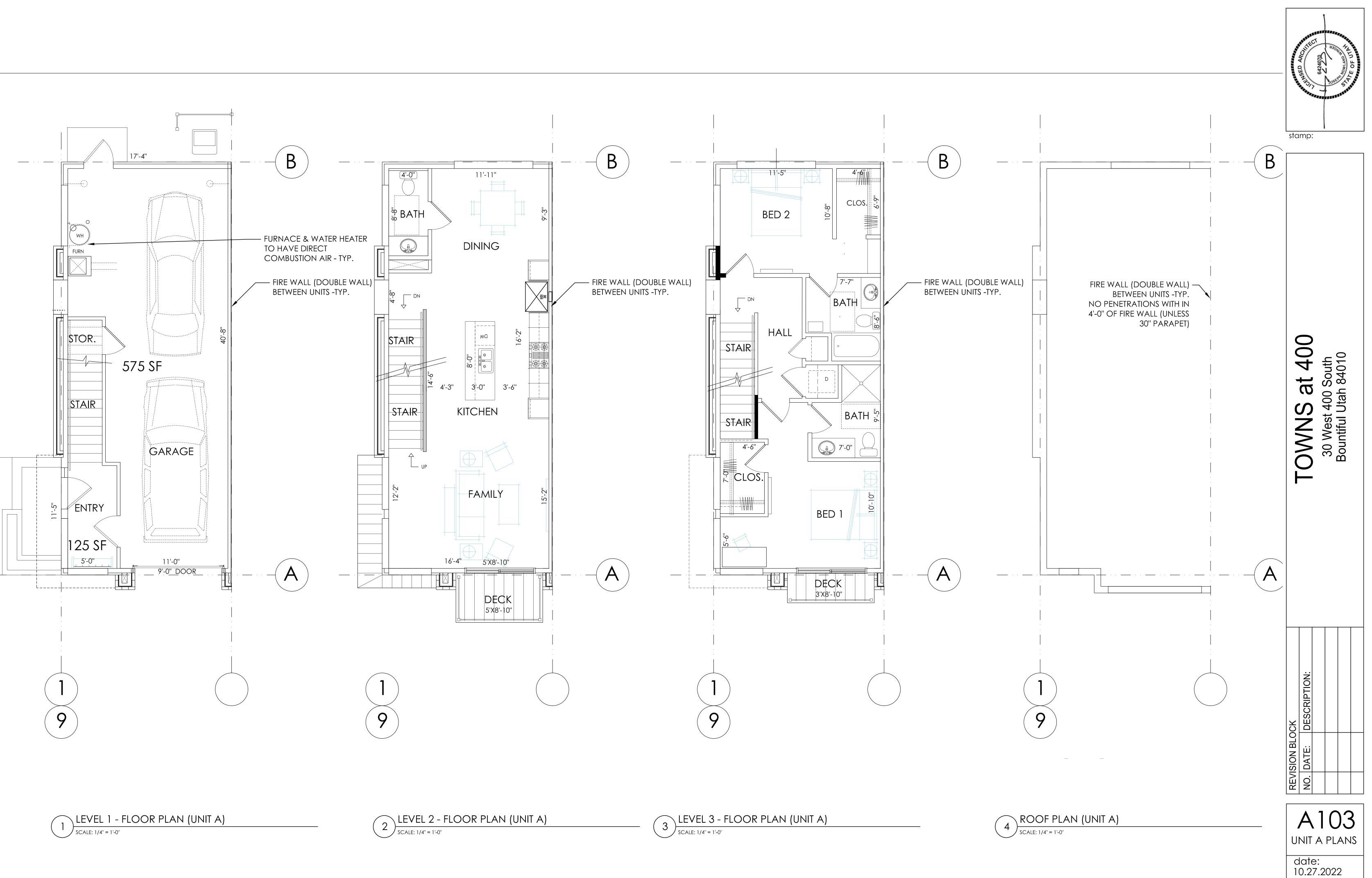




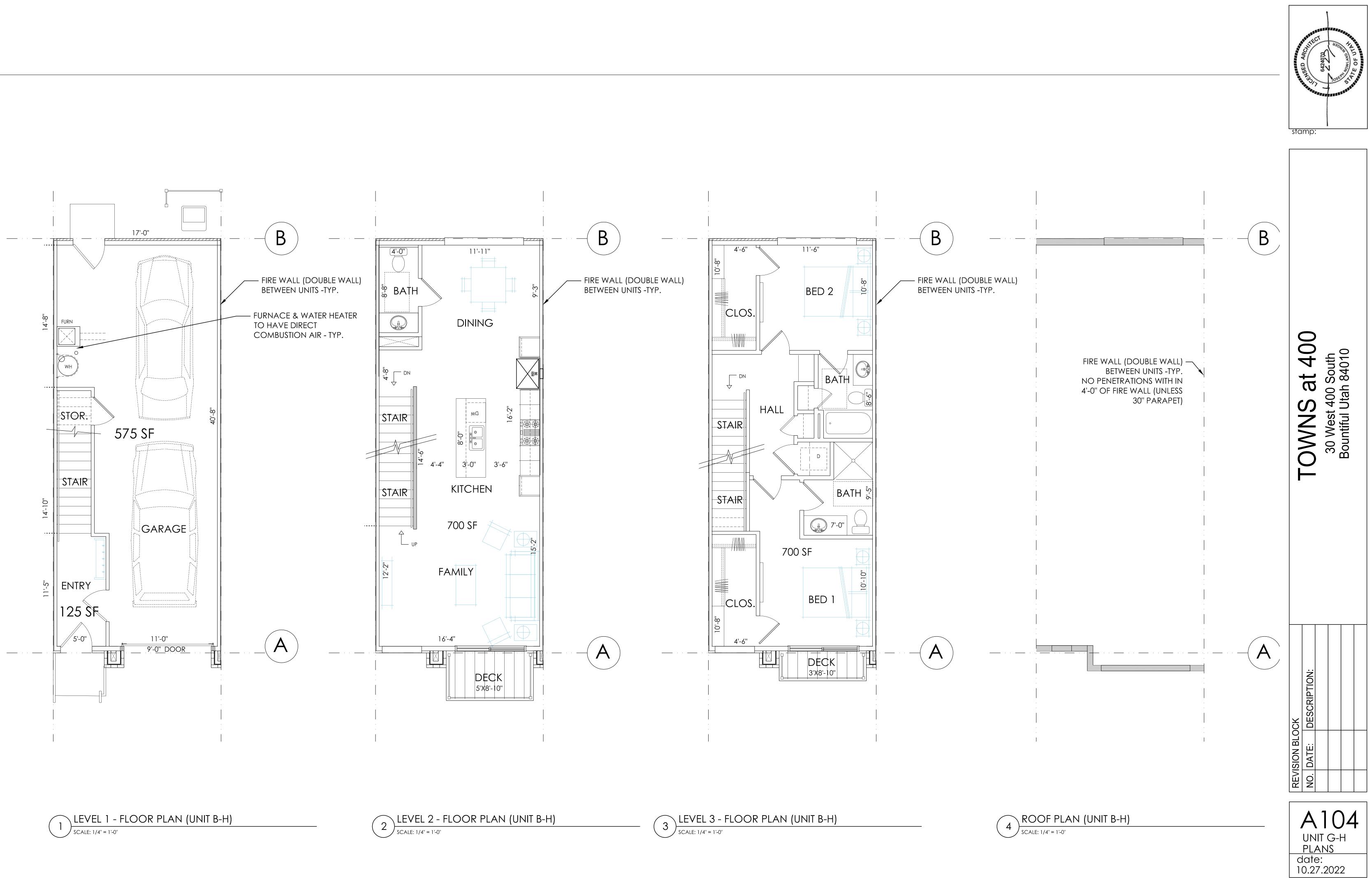








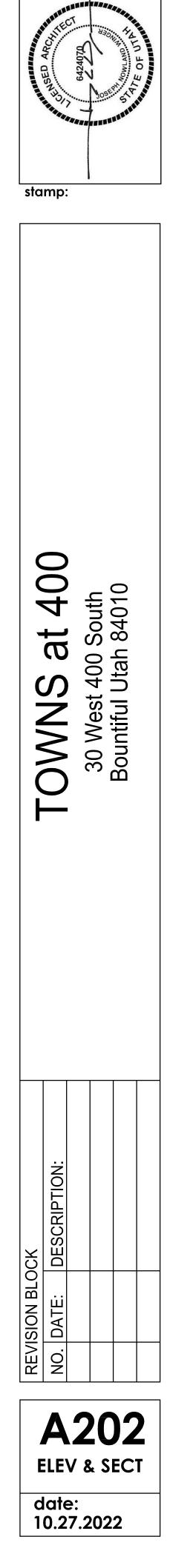


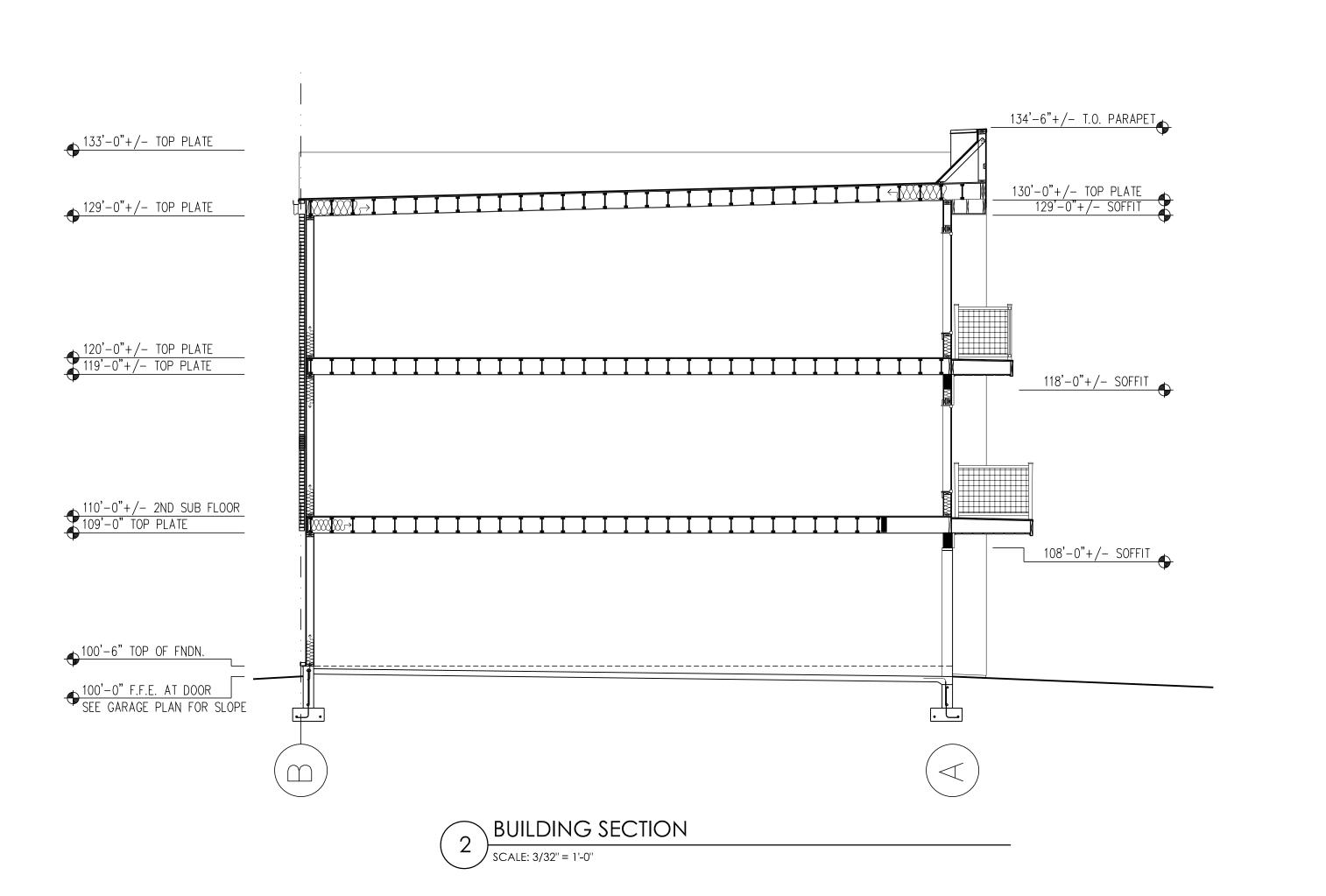




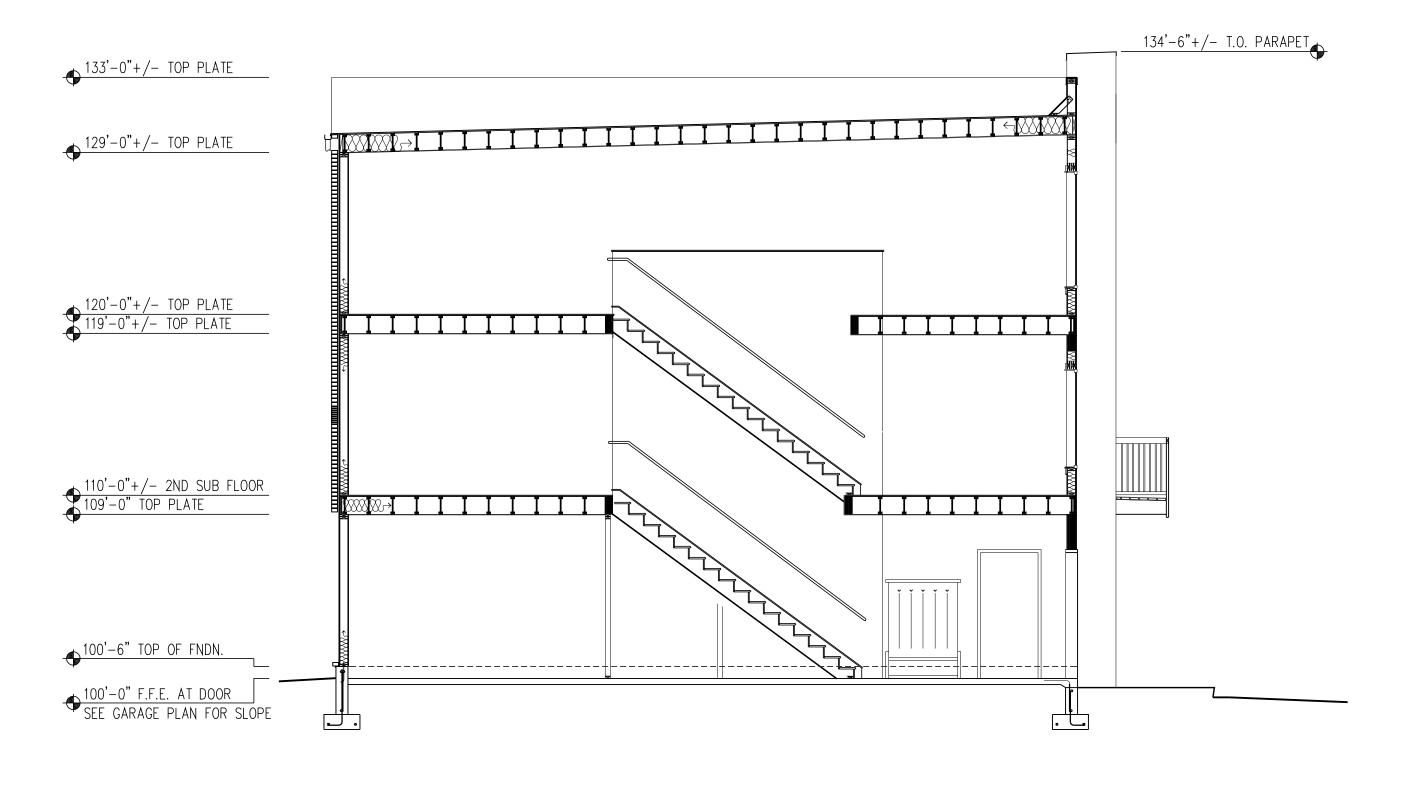


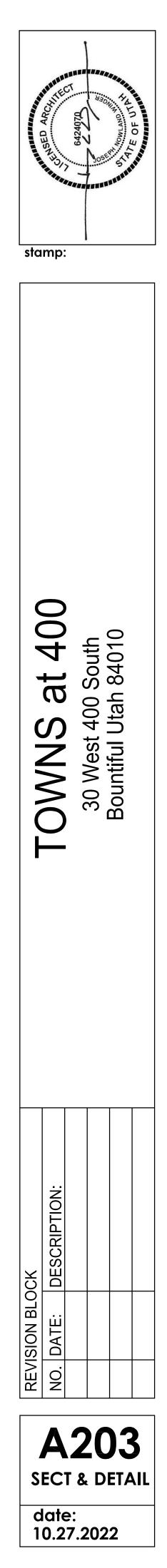












Subject:Bountiful Trails Construction Set A – Mueller Park AAuthor:Todd Christensen, Assistant City EngineerDepartment:EngineeringDate:December 13, 2022



#### **Background**

Earlier this year, the City Council approved revisions to the Trails Implementation Plan. The updated plan incorporated the master planning work done by IMBA, a trails consultant who worked with staff and the trails committee. The Implementation Plan lists the master-planned trails in order of priority. A significant amount of trail construction work is anticipated for 2023, so trails projects were lumped into different "sets." Set A includes high priority trails in the Mueller Park area. The Forest Service approved these trails. However, bridges needed for some of the trails still need additional Forest Service approval.

#### <u>Analysis</u>

The planning, design, and flagging for Set A trails in complete. Specifically, Set A includes new trails that connect the bottom of Mueller Park to the new Bonneville Shoreline Trail, Big/Elephant Rock, and Mueller Park Trail. Set A includes one item that was bid as an additional alternate: a hiking-only trail connecting Big Rock (AKA Elephant Rock) to Mill Stream, to be hand-built. At this point we are still looking at options for the construction of this trail.

The Engineering Department solicited bids for a contractor to build this project. Three bids were submitted. The bids came in as follows:

<u>Contractor</u>	Base Bid Total
Singletrack Trails Rock Solid Trail Contracting Avid Trails	\$282,581.79 \$165,216.00 \$122,336.00
Note: Engineer's Estimate was	\$125,000.00

Note: Avid Trail's price for the additive alternate item (hiking only trail) is \$49,063.00.

Avid Trails is the contractor who has been building the Bonneville Shoreline Trail for Davis County over the last couple of years. Bountiful City has a separate contract with Avid Trails to build the Holbrook to Ward Trail, including a bridge in Holbrook Canyon. Work is progressing on this project and we have been pleased with their work.

#### **Department Review**

This proposal has been reviewed by the City Engineer, Parks Director, and Senior Planner.

#### Significant Impacts

Expenditures for this work will be paid from the account for capital projects using bond funds.

#### **Recommendation**

Staff recommends that the City Council accept the bid from Avid Trails to build trails in the Set A – Mueller Park A Project for \$122,336.00.

#### **Attachments**

Figure 1: Mueller Canyon and North Canyon Trail Design with Set A Highlighted Figure 2: Mueller Park Set A Trails

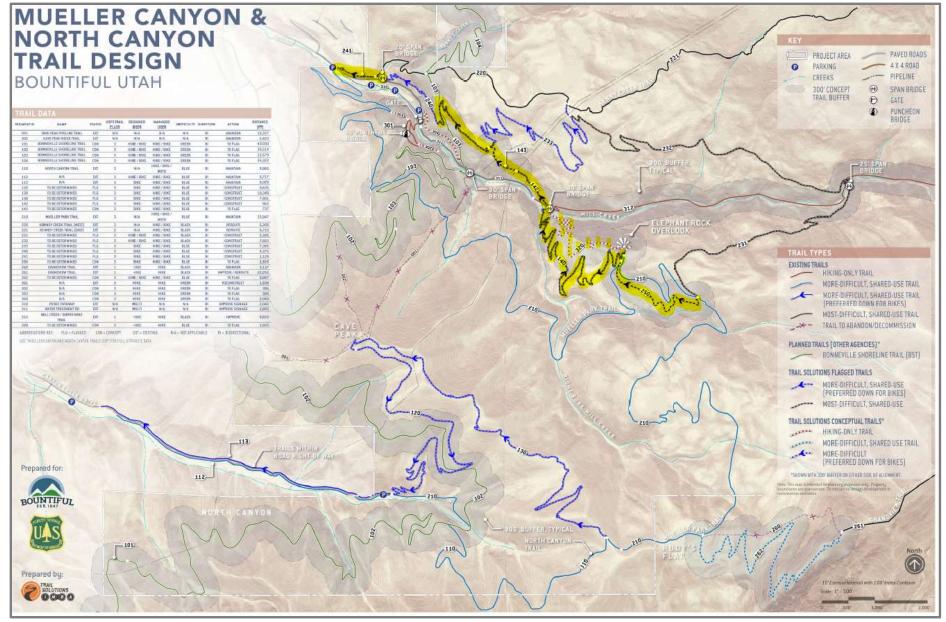


Figure 1: Mueller Canyon & North Canyon Trail Design - Set A Highlighted

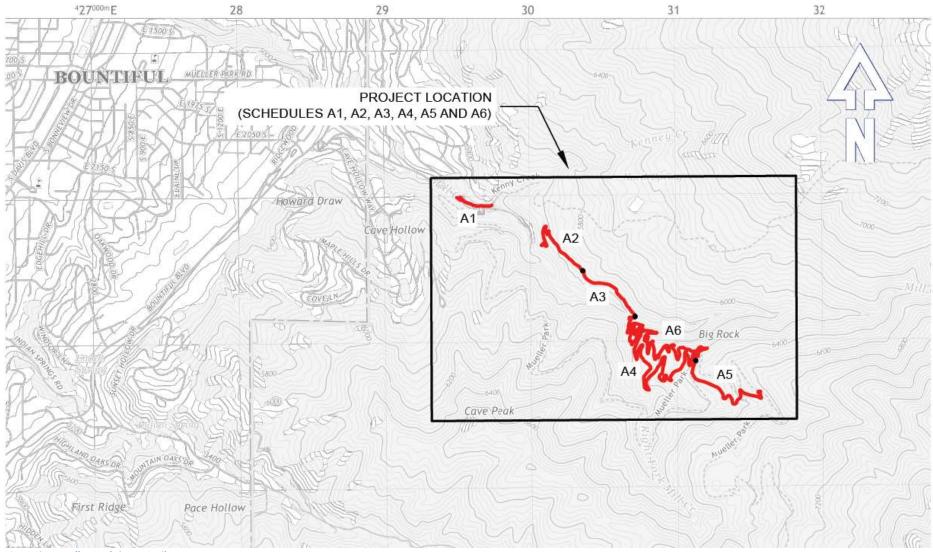


Figure 2: Mueller Park Set A Trails

Subject:Bountiful Trails Construction Set B – Mueller Park BAuthor:Todd Christensen, Assistant City EngineerDepartment:EngineeringDate:December 13, 2022



#### **Background**

Earlier this year, the City Council approved revisions to the Trails Implementation Plan. The updated plan incorporated the master planning work done by IMBA, a trails consultant who worked with staff and the trails committee. The Implementation Plan lists the master-planned trails in order of priority. A significant amount of trail construction work is anticipated for 2023, so trails projects were lumped into different "sets." Set B includes high priority trails are in the Mueller Park and North Canyon areas. The Forest Service approved these trails. However, bridges needed for some of the trails still need additional Forest Service approval.

#### <u>Analysis</u>

The planning, design, and flagging for trails in Set B is complete. Specifically, Set B includes new trails that connect the North Canyon Trail to Cave Peak. Set B also includes an advanced difficulty-level trail connecting the Mueller Park Trail to a new connecting trail in Set A.

The Engineering Department solicited bids for a contractor to build this project. Three bids were submitted. The bids came in as follows:

<u>Contractor</u>	Base Bid Total
Singletrack Trails Rock Solid Trail Contracting Avid Trails	\$455,606.37 \$303,251.00 \$278,686.00
Note: Engineer's Estimate was	\$293,000.00

Avid Trails is the contractor who has been building the Bonneville Shoreline Trail for Davis County over the last couple of years. Bountiful City has a separate contract with Avid Trails to build the Holbrook to Ward Trail, including a bridge in Holbrook Canyon. Work is progressing on this project and we have been pleased with their work.

#### **Department Review**

This proposal has been reviewed by the City Engineer, Parks Director, and Senior Planner.

#### Significant Impacts

Expenditures for this work will be paid from the account for capital projects using bond funds.

#### **Recommendation**

Staff recommends that the City Council accept the bid from Avid Trails to build trails in the Set B – Mueller Park B Project for \$278,686.00.

#### **Attachments**

Figure 1: Mueller Canyon and North Canyon Trail Design with Set B Highlighted Figure 2: Mueller Park Set B Trails

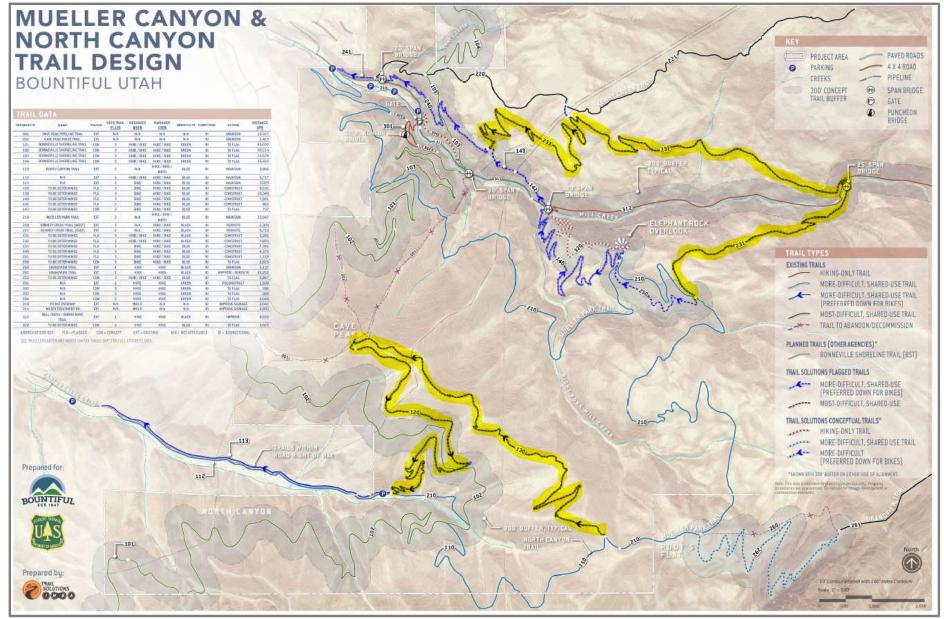


Figure 1: Mueller Canyon & North Canyon Trail Design - Set B Highlighted

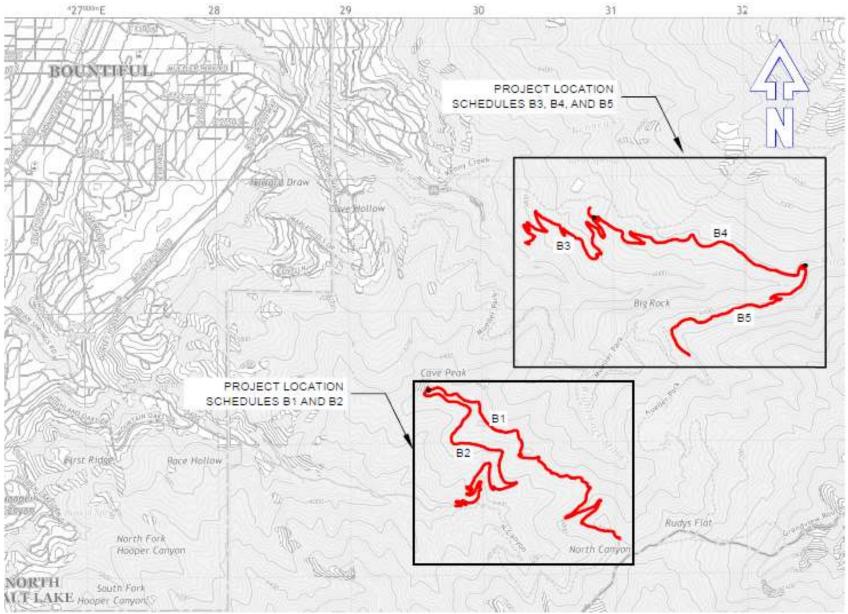


Figure 2: Mueller Park Set B Trails

Subject:	Deseret First Planned Unit Development Plan Extension	
	and Deseret First Rear Building Architectural and Site	R
	Plan Approval Extension	
Author:	Francisco Astorga, AICP, Planning Director and	
	Lloyd Cheney, PE, City Engineer	
Date:	December 13, 2022	

#### Background

On December 14, 2021, the City Council approved a Planned Unit Development (PUD) Plat located at 260/262 North 500 West in order to separate the existing credit union, towards the front, and a proposed building, towards the rear, containing five (5) indoor vehicle storage units. The Council staff report is found <u>here</u> and the approved meeting minutes are found <u>here</u>.

Land Use Code § 14-20-204(J) indicates that: A subdivision which has been granted final approval by the City Council must be delivered to the office of the Davis County Recorder for recording within one year of the date of approval unless extended by the City Council, for good cause shown, for an additional period of time of up to one (1) year. If it is not so delivered within one year or within any additional period of time approved by the City Council, the approval shall expire. The subdivision must thereafter be re-submitted as if it had never previously been considered.

On December 14, 2021, the City Council approved an Architectural and Site Plan Review (Site Plan) for an indoor vehicle storage building located at 262 North 500 West (towards the rear of the lot). The approval consisted of five (5) indoor vehicle storage units. The Council staff report is found <u>here</u> and the approved meeting minutes are found <u>here</u>.

Land Use Code § 14-2-305(B) indicates that: *The final decision by the City Council shall expire* within one year of the final decision. If an entire project is not to be built simultaneously, a phasing plan must be approved at the time of final approval, and construction commenced within one year of the approved phasing dates. One extension of up to six months may be approved by the City Council.

#### Analysis

The applicant requests the six (6) month extension for both the PUD Plat and the Site Plan. On November 14, 2022, the applicant submitted a letter requesting the extensions as they will not be able to make the one (1) year expiration date consisting of December 14, 2022. There are not any substantial changes to the Land Use Code that would affect the approval.

#### **Department Review**

This staff report was written by the City Engineer/Planning Director and City Attorney and City Manager.

#### **Significant Impacts**

There are not any significant impacts related to the extension as there are no substantial changes to the Land Use Code that would affect the approval.

#### Recommendation

Extend the PUD Plat and the Site Plan approvals to June 14, 2023. If the applicant does not record the PUD Plat by June 14, 2023, the plat approval is null and void. If the applicant does not obtain a building permit by June 14, 2023, the site will lose any vested land use rights / approvals / etc.

#### Attachments

1. Applicant's Extension Request





99

November 14, 2022

City of Bountiful:

Deseret First Credit Union respectfully requests a 6-month extension of the approval of the preliminary plat and site plan for the property located at 200 North 500 West. This approval was initially granted on December 14, 2021. Please let us know if anything additional is required.

Respectfully,

Michael Warner SVP

Subject:	Renaissance Towne Center South Apartment Building Architectural and Site Plan Approval Extension
Author:	Francisco Astorga, AICP, Planning Director
Date:	December 13, 2022



#### Background

On January 11, 2022, the City Council approved a Final Architectural / Site Plan Review for the Renaissance Towne Center South Apartment Building located at 1721 South Renaissance Towne Drive (platted as Lot 14 of the Renaissance Towne Centre...Phase 3, Plat 2). The approval consisted of 287 apartment units which partially wrap around a new concrete parking garage which is to serve the new apartment building and the public. The building includes apartments, leasing office, clubrooms, fitness room, etc. The residential building consists of approximately 255,921 square feet, containing 189 1-bedroom units, 90 2-bedroom units, and 8 3-bedroom units. The Council staff report is found here and the approved meeting minutes are found here.

Land Use Code § 14-2-305(B) indicates that: *The final decision by the City Council shall expire* within one year of the final decision. If an entire project is not to be built simultaneously, a phasing plan must be approved at the time of final approval, and construction commenced within one year of the approved phasing dates. One extension of up to six months may be approved by the City Council.

#### Analysis

The applicant requests the six (6) month extension as the building permit is currently going through the review process. On November 28, 2022, the applicant submitted a letter requesting the extension as they anticipate that they will not be able to make the one (1) year expiration date consisting of January 11, 2023. The applicant has been working with the Building Official and the Planning Department to ensure compliance with applicable Codes. There are not any substantial changes to the Land Use Code that would affect the approval.

#### **Department Review**

This staff report was written by the Planning Director and reviewed by the City Engineer, City Attorney, and City Manager.

#### **Significant Impacts**

There are not significant impacts related to the extension as there are no substantial changes to the Land Use Code that would affect the approval.

#### Recommendation

Extend the Final Architectural and Site Plan Approval to July 11, 2023. If the applicant does not obtain a building permit by July 11, 2023, the site will lose any vested land use rights / approvals/etc.

## Attachments

1. Applicant's Extension Request

# **Towne Center LLC**.

1560 Renaissance Towne Dr. Suite 104 Bountiful UT 84010

November 21, 2022. City of Bountiful: Attn. Francisco Astorga

Dear Sir,

In accordance with Bountiful City Code 14-2-305 Section B (Review and approval), Towne Center LLC. respectfully requests a 6-month extension of the approval of the preliminary plat and site plan for the Renaissance South 287-unit Apartments located in the Renaissance Towne Center Project. This approval was initially granted on January 11, 2022.

Thank you.

Respectfully,

Bruce V Broudhead

Bruce V. Broadhead Manager. Towne Center LLC.

Hand Delivered

# RECEIVED

NOV 2 1 2022 BOUNNIFUL CITY PLANNING DEPT. 103



Subject:Small Wireless Facilities Master License<br/>Agreement with Verizon Wireless (5G)Author:Clinton DrakeDept:LegalDate:December 13, 2022

### **Background**

In 2018, the Utah legislature approved the Small Wireless Facilities Deployment Act (S.B. 189). Small cell wireless facilities are commonly referred to as 5G. The law allows small cell wireless service providers to co-locate small wireless facilities on existing poles or install new poles in the right of way. According to the Act, municipalities are prohibited from regulating the placement of small cell wireless facilities. The law does allow municipalities to create and implement certain standards for the installation of the facilities. Cellco Partnership, doing business as Verizon Wireless, has approached the City about deploying a small cell wireless facilities throughout the City. Verizon has stated that they wish to install small cell wireless facilities throughout the City to provide better coverage and service to its customers. Particularly in areas that have historically had poor cell reception.

### <u>Analysis</u>

Under the law Bountiful City is limited in its regulation of small cell wireless facilities. Any City regulations that can be imposed are done through a master license agreement. An MLA provides terms, conditions, and standards designed to protect public interests to the extent possible. Once a provider like Verizon obtains an MLA they will be required to obtain a permit to construct in the right of way. Staff has met with Verizon representatives regarding an MLA for Bountiful City. The attached MLA is the result of several meetings and revisions. The MLA addresses issues such as:

- The term of the Agreement
- Fees
- Permit process
- Height restrictions
- Aesthetic / design criteria
- Power metering for each pole
- Interference
- Maintenance and repairs
- Insurance

Examples of small cell wireless facilities have been provided by Verizon.

Existing power pole (this would not be allowed in Bountiful because some of the equipment is in the power space but is provided as an example of an attachment on an existing pole)



### **Existing Power Pole**



New pole in park



New Pole with streetlight



#### **Department Review**

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

#### Significant Impacts

Approving the MLA will begin the process of Verizon constructing a small cell wireless facility network in Bountiful City. If/when they proceed with construction, small cell wireless facilities will be installed in the right of way within Bountiful City. Some of this equipment will be installed on existing poles (rare), and when not on existing poles, will be

new separate poles installed and maintained by Verizon. As noted, this construction cannot be prohibited; only regulated to a limited extent. Verizon says a small cell wireless facility network will provide better cell phone and data coverage for Verizon customers in the City, including better connectivity for public safety.

# **Recommendation**

It is recommended that the City Council approve the Master License Agreement between Bountiful City and Cellco (Verizon).

# **Attachments**

Master License Agreement (Most current draft as of December 8, 2022. It is possible there may be additional changes made before the meeting. Any changes will be provided to the Council prior the meeting and/or addressed at the meeting.)

#### SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 ("Effective Date"), by and between the City of Bountiful ("City"), and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. <u>Definitions and Scope</u>. Unless otherwise specifically defined herein any capitalized terms used herein shall have the meaning set forth in the Small Wireless Facilities Deployment Act pursuant to Title 54, Chapter 21 of the Utah Code (the "State Code").

2. <u>Grant</u>. Subject to Laws (defined in Section 16) and this Agreement, City grants Licensee a nonexclusive license, 7 days a week, 24 hours a day, to: (i) Collocate a Small Wireless Facility in the City's Right-of-Way (or ROW); (ii) Collocate a Small Wireless Facility on a Wireless Support Structure in a ROW; and (iii) subject to the limitations set forth in the second paragraph below, install, modify, or replace a Utility Pole associated with a Small Wireless Facility in a ROW. Use of the City's Utility Poles by Licensee shall, in accordance with Section 5, require the City's approval of a Permit. All of the uses described in romanettes (i, ii & iii)) shall be hereinafter defined as "Licensee's Use". The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare.

No Small Wireless Facility or equipment shall be installed on City Utility Poles that are for transmission or electric distribution above 500 volts or on City power lines or in the Power Space. For the purposes of this Agreement, "Power Space" shall mean the area located in the uppermost area of a pole, where electrical equipment (including electric distribution cables, transformers, and capacitors) is found.

3. <u>Term of Agreement</u>. The term of this Agreement shall be for 10 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for 1 additional 5 year period. After the expiration or earlier termination of this Agreement, it shall apply to all Permits entered into hereunder until the expiration or termination of such Permit.

4. <u>Fees</u>. Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as **Exhibit A**. Licensee shall pay the initial recurring fee (if any) on or before the Commencement Date (defined in

Section 5(e)) and pay subsequent recurring fees on or before each anniversary of the Commencement Date. Before any recurring fees are paid, City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of Bountiful and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions:

City of Bountiful Attn: Assistant City Manager 795 South Main Street Bountiful, Utah 84010

#### 5. <u>City Permit</u>.

(a). Prior to Licensee's Use, Licensee shall file a City pole application in the form attached hereto and made a part hereof as Exhibit B ("Pole Application") for one or more poles. Batch Pole Applications shall be permitted pursuant to Section 54-21-302(9) of the State Code. City shall, in writing, approve or reject the Pole Application within (i) 60-days of receipt for the Collocation of a Small Wireless Facility, or (ii) 105days after receipt for a new, modified or replacement Utility Pole or Wireless Support Structure. If the City timely rejects the Pole Application, Licensee shall, without paying any additional fees, have 30-days to cure the deficiency and resubmit the Pole Application. City shall have 30-days after its receipt of the revised Pole Application to approve or deny the revised Pole Application. If City fails to approve or deny a Pole Application in a timely manner, the Pole Application shall be deemed accepted. Upon approval, a City Pole Application shall be deemed to be a City Permit ("Permit") to install Licensee's equipment. Licensee's Use for attachments to Utility Poles or Wireless Support Structures in the ROW owned by a third party shall not require a Permit; however, upon request, Licensee shall provide the City a certification of authorization to attach to such third party structures.

(b). If Licensee's use meets the height limitations set forth in Section 54-21-205 of the State Code, City may reject a Pole Application only for one or more of the reasons set forth in Section 54-21-302(7) of the State Code. No Small Wireless facilities shall be installed or attached to City power lines or within the Power Space.

(c). Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the City shall only apply if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with applicable federal and the State Code [including, but not limited to, Section 54-21-103(4)], as may be amended, modified or replaced from time to time. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Changes made to the City's

Design Criteria shall not be imposed or otherwise applied retroactively unless required by laws.

(d). Licensee's electricity service shall be metered, shall meet all applicable electrical codes, and the costs for such electricity are not included in the fees paid by Licensee hereunder and shall be paid separately.

(e). The term of each Permit shall be 10 years beginning on the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Permit ("Commencement Date"). Unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew any Permit, each Permit will automatically renew for 1 additional 5 year period.

(f). A Permit may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.

(g). Following expiration or earlier termination of any Permit, Licensee shall remove all Licensee owned equipment from the City owned or controlled poles and, other than reasonable wear and tear, repair and restore the City owned or controlled poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City poles pursuant to this Agreement, the City shall retain ownership of any poles Licensee or its contractor removes, and shall provide directions to Licensee for their reuse or disposal. Poles installed by Licensee pursuant to this Agreement shall not be subject to removal but shall at all times remain subject to the City's Municipal Code (City's Code").

6. <u>Permits/Municipal Code</u>. While the requirements of the City's Code are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those additional permits that are required of other occupants of the ROW, such as excavation or closing of sidewalks or vehicular lanes in a City ROW. City may only impose on the permit those conditions that are permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW.

# 7. <u>Interference</u>.

(a). Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW, including existing and future City

communications signal equipment. City agrees that if interference to Licensee's equipment is caused by the City, the City will make reasonable attempts to correct said interference. Under no circumstances shall the City be required to correct said interference when said interference is the result of public safety equipment. It is Licensee's obligation to ensure Licensee's selected equipment locations do not cause and are not affected by existing City equipment/signals.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Monitoring Center at (800) 264-6620 or to City at (801-298-6125), and the Parties shall work together to cure the interference as soon as commercially possible.

# 8. <u>Maintenance, Repairs and Modifications</u>.

(a) Equipment Maintenance, Repairs and Modifications. Licensee shall keep and maintain all of Licensee's equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning equipment at any time. City may not require Licensee to submit a new Pole Application, permit or pay a rate for (A) routine maintenance, or (B)the replacement of a Small Wireless Facility with a Small Wireless Facility that is substantially similar or smaller in size. Any work that requires connection or disconnection and reconnection of power shall require a permit.

(b). <u>Emergency Events</u>. City reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting Licensee's equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its equipment and to the pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted in a safe and good workmanlike manner and in accordance with Laws.

(c). <u>Emergency Contacts</u>. Licensee's network monitoring center may be reached 24/7 at (800) 264-6620. Licensor's 24/7 emergency contact information is (801) 298-6072. Each Party will maintain the emergency contact information current at all times with the other Party.

9. <u>Removal and Relocation</u>. No later than 180 days after receipt of written notice from City, Licensee shall remove and may relocate Licensee's equipment to an alternative location made available by City due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of City traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property. The City shall require removal or relocation only if necessary. If Licensee fails

to remove or relocate any Licensee equipment within 180 days, City shall be entitled to remove said equipment at Licensee's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.

10. <u>Indemnity/Damages</u>. Licensee shall indemnify, defend and hold the City, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising from any third party claims resulting from Licensee's Use or Licensee's breach of this Agreement. Licensee's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the City or other Indemnified Party. The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

# 11. Insurance.

(a). Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Due the length of the term of this Agreement, insurance requirements may by updated from time to time by the City upon reasonable notice to and approval by Licensee in order to maintain insurance requirements consistent with reasonable industry standards.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appears under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). Licensee shall provide the City with a Certificate of Insurance to provide evidence of insurance. Licensee shall keep a current Certificate of Insurance on file with the City. Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

12. <u>Assignment</u>. Licensee may assign this Agreement, any Permit, and/or related permits or consents to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

13. <u>Notices</u>. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:	With a copy to:
City of Bountiful Legal Department Bountiful, Utah 84010 795 South Main Street Attn: City Attorney	City of Bountiful 795 South Main Street Bountiful, Utah 84010 Attn: City Recorder's Office
If to Licensee:	With a copy to:
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless [MARKET LEGAL ADDRESS] [ADDRESS] Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

14. <u>Change of Law</u>. If any state or federal Law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under such Law.

15. <u>Taxes</u>. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

16. <u>Laws</u>. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications regulations and order and the State Code ("Law" or "Laws"). Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral,

nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.

17. Miscellaneous. This Agreement shall be governed by the laws of the State of Utah and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both Parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

City of Bountiful

Cellco Partnership d/b/a Verizon Wireless

(Signature)

Printed Name: Title: Date: (Signature)

Printed Name: Title: Date:

APPROVED AS TO FORM:

**City Attorney** 

#### **EXHIBIT A**

### FEE SCHEDULE

One-Time Application Fee

- An application fee for the Collocation of a Small Wireless Facility on an existing or replacement Utility Pole in a ROW shall be **\$100** for each Small Wireless Facility on the same application;

-An application fee for installation, modification or replacement of a new Utility Pole in a ROW shall be **\$250** for each Small Wireless Facility on the same application

Pole Recurring Fee

\$50.00 - per pole per year.

Consistent with the State Code and as outlined herein, Licensee shall not be charged any additional rate, Fee or compensation for the right to use or occupy any ROW because Licensee is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act.

For purposes of determining the total annual fee applicable to a Permit for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.

Except as provided in this Fee Schedule, the City's Fee Schedule (for example, excavation permit fees), or as allowed by law, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

### EXHIBIT B Form of Application for Permit

# City Permit Application No. \_\_\_\_

Applicant/Licensee: \_\_\_\_\_ **Governing Agreement:** Wireless Communications Facilities Master License Agreement dated \_\_\_\_\_\_ ("Master License Agreement") Date: \_\_\_\_\_

Applicant will own, install, maintain, repair and replace all equipment identified in this application, as further provided in the Master License Agreement.

Check the appropriate box:

□ City will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. City will, at Applicant's expense, replace existing City pole(s) with new pole(s) if needed to support the initial attachment of the equipment.

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)	Annual Fee (per Pole)
[Streetlight]					\$	\$50
					\$	\$

\*Application fee(s) and annual fee(s) to commence and be paid consistent with the terms of the Master License Agreement.

Applicant will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. Applicant will, at Applicant's expense, replace existing City pole(s) with new pole(s) to support the initial attachment of the Equipment.

Pole Type	Verizon	City Site	Lat/Long	General Equipment	Application
	Site ID #	ID #	Coordinates	Description	Fee (per Pole)
[Streetlight]					\$

	•		\$

\*Application fee(s) to commence and be paid consistent with the terms of the Master License Agreement. Note: Attachment fees do not apply to poles owned by Applicant.

If more than one (1) site is listed above, rejection of one (1) or more sites shall not constitute a rejection of all other acceptable sites.

# APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the City pole requires reinforcement or replacement in order to accommodate attachment of equipment. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation will require a new pole or reinforcement or replacement of an existing City pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information. authorized to work on the project.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE CITY WILL PROCESS THIS APPLICATION AS SET FORTH IN THE MASTER LICENSE AGREEMENT, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _	
PRINTED NAME:	
TITLE:	

-----FOR CITY USE ONLY------

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_ APPROVED BY:

PRINT NAME: \_\_\_\_\_\_ TITLE: \_\_\_\_\_\_ CITY POLE LICENSE APPROVAL DATE: \_\_\_\_\_

# **City Council Staff Report**



Subject: Agreement with Ace Recycling & Disposal<br/>for the purchase and sale of recycle cartsAuthor: Clinton DrakeDept: LegalDate: December 13, 2022

### **Background**

Until December 1, 2022, Ace Recycling has operated a recycle program within Bountiful City. Bountiful City has evaluated and determined it is in the City's best interest to not renew the recycling and begin its own. Staff has negotiated an agreement to purchase the existing recycle carts being currently being utilized by citizens. As of December 1, 2022, the City has already begun its recycling program operations. The Streets Director has tentatively signed the agreement to allow for operations to begin. Final approval of the agreement and continuation of the program is contingent on City Council approval.

### <u>Analysis</u>

The agreement to purchase the recycle carts contains the following substantive terms:

The total number of carts to be purchased is 13,065. These carts are already distributed to participants throughout the City as part of the Ace recycling program.

The City will make a monthly payment of \$1,000 on the first day of each month until the beginning of the new fiscal year, at which time the City will make a final payment of \$522,600 for a total purchase price of \$529,600. See chart below.

12/01/2022 -	\$1,000
01/01/2023 -	\$1,000
02/01/2023 -	\$1,000
03/01/2023 -	\$1,000
04/01/2023 -	\$1,000
05/01/2023 -	\$1,000
06/01/2023 -	\$1,000
07/01/2023 -	\$522,600
Total	\$520,600

Total - \$529,600

The City has begun operations. Continued operations is contingent on City Council approval of the agreement.

#### **Department Review**

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

# Significant Impacts

Purchase of the recycle carts will allow the City to purchase recycle carts and continue a recycling program throughout the City.

# **Recommendation**

It is recommended that the City Council approve the Agreement between Bountiful City and Ace Recycling & Disposal.

# **Attachments**

Agreement between Bountiful City and Ace Recycling & Disposal

# Agreement Between Bountiful City and Ace Recycling and Disposal for the Purchase and Sale of Recycle Carts

This Agreement, dated as of November 30, 2022, (this "**Agreement**,") is entered into between Bountiful City, a Utah Municipal Corporation ("**Buyer**") and ACE Disposal, Inc., a Utah Corporation doing business as Ace Recycling and Disposal ("**Seller**") and together with Buyer, the "**Parties**", and each, a "**Party**").

WHEREAS Seller has contracted with Buyer and currently operates a recycle program within Bountiful City; and

WHEREAS Buyer has determined to operate its own recycle program at the end term of Seller's contract with the Buyer; and

WHEREAS, Seller's contract with Buyer will expire on December 1, 2022; and

WHEREAS Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the recycle carts currently deployed to residents of Bountiful City for the operation of its new recycle program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Sale of Goods</u>. Seller shall sell to Buyer thirteen thousand, sixty-five (13,065) recycle carts at the prices, and upon the terms and conditions set forth in this Agreement.

2. <u>Price and Payment Terms</u>. Buyer shall purchase the Goods from Seller for five hundred twenty-nine thousand, six hundred dollars (\$529,600). Beginning December 1, 2022 Buyer shall make a payment to Seller a payment of one thousand dollars (\$1,000) and every month thereafter until and including June 1, 2022. The final payment shall be on July 1, 2023, and shall be for five hundred twenty two thousand and six-hundred dollars (\$522,600). Payments will be as follow:

12/01/2022	-	\$1,000
01/01/2023	-	\$1,000
02/01/2023	-	\$1,000
03/01/2023	-	\$1,000
04/01/2023	-	\$1,000
05/01/2023	-	\$1,000
06/01/2023	-	\$1,000
07/01/2023	-	\$522,600
Total	-	\$529,600

Seller shall submit an invoice to Buyer within 30 days of the dates noted above. Buyer shall pay all properly invoiced amounts due to Seller within 60 days after Buyer's receipt of such invoice.

3. <u>Approval</u>. This Agreement may be tentatively approved by the Bountiful Streets Superintendent with the condition that final approval of this Agreement is required by the Bountiful City Council. Bountiful City shall make the initial December 1, 2022, payment pending approval of this Agreement. The Agreement will be considered for approval by the Bountiful City Council at the December 13, 2022, Bountiful City Council Meeting. No statements, promises, or other guarantees have been made by Bountiful City regarding City Council Approval of this Agreement. If the Agreement is not approved this Agreement shall be null and void.

4. <u>Entire Agreement</u>. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

5. <u>Notices</u>. All notices must be in writing and addressed to the other Party at its address set forth below.

Notice to Buyer:	Zach Buhler		
	Ace Recycling and Disposal Sales Manager		
	PO Box 2608		
	Salt Lake City, Utah 84110		
	Telephone: 801-363-9995		
Notice to Seller:	Charles Benson		
	Bountiful City Streets Director		
	950 South 200 West		
	Bountiful, Utah 84010		

Telephone: 801-298-6175

6. <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

7. <u>Amendments</u>. Amendments to this Agreement must be in writing and signed by the parties.

8. <u>Assignment</u>. The parties shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party.

9. <u>Successors and Assigns</u>. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

10. <u>Choice of Law</u>. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of the State of Utah.

11. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

12. <u>Relationship of the Parties</u>. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Seller: Ace Disposal, Inc.

By\_\_\_\_\_

Name:

Title:

Seller: Bountiful City (tentative approval)

By\_\_\_\_

Charles Benson Bountiful City Streets Director

Bountiful City (final approval)

By\_\_\_\_\_ Kendalyn Harris Mayor

Attest\_\_\_\_\_

Shawna Andrus City Recorder

# **Council Staff Report**

Subject: Lot Line Adjustment for Lots 9 and 10 of Granada	
	No. 2 and Lot 6 of the Moss Hill Drive Subdivision
Address: 1532 E Vineyard Dr	
Author: City Engineer	
Department: Engineering, Planning	
Date:	December 6, 2022
Date:	December 6, 2022



#### Background

Cody Page and Ralph Wolfe, applicants, are requesting approval of a lot line adjustment of the common boundary between Lot 10 of the Granada Hills No. 2 Subdivision (GH2, Page) and Lot 6 of the Moss Hill Drive Subdivision (MH, Wolfe). This lot line adjustment also includes property owned by Bountiful City (GH2, Lot 9) which is currently used as a storm water detention basin (and the former unofficial skate park) located on the southeast corner of the intersection of Vineyard Drive and Moss Hill Drive.

The State Code necessitates that these requests be processed as amended subdivision plats where the properties involved are part of an existing platted subdivision and involve a parcel with an existing residential structure.

This item was presented to the Planning Commission on December 6, 2022 and has forwarded a recommendation for approval to the City Council.

#### Analysis

The lots involved in this proposed adjustment are located in the R-3 zone (11,000 sq ft min. lot size, 80 ft frontage requirement). The applicants are requesting the lot line adjustment between Lot 10 (GH 2) and Lot 6 (MH) to follow the existing fence and landscaping along the common property line. After the adjustment, all properties will remain in compliance with the current zoning requirements.

Since the original GH2 plat was recorded, there have been several adjustments to the property lines on Lots 9 and 10. It appears that Lot 9 was split into 2 pieces (whether this was done intentionally or not has been difficult to determine) which resulted in the City owning the northern portion of the detention basin and later acquiring the southern section of Lot 9 through a tax sale. The common boundary of Lots 9 and 10 was also re-aligned from the configuration shown on the original GH2 subdivision plat. By including Lot 9 in this process, the City will benefit by having a clear boundary for the detention basin property.

Utilities: No additional utilities are required.

Proposed Right of Way Improvements and Access: No improvements are required.

#### **Department Review**



This memo has been reviewed by the City Attorney, and Planning Director.

Figure 1 Location of Proposed Lot Line Adjustment

#### Recommendation

Staff recommends approval of the Lot Line Adjustment at 1532 E Vineyard Drive with the following conditions:

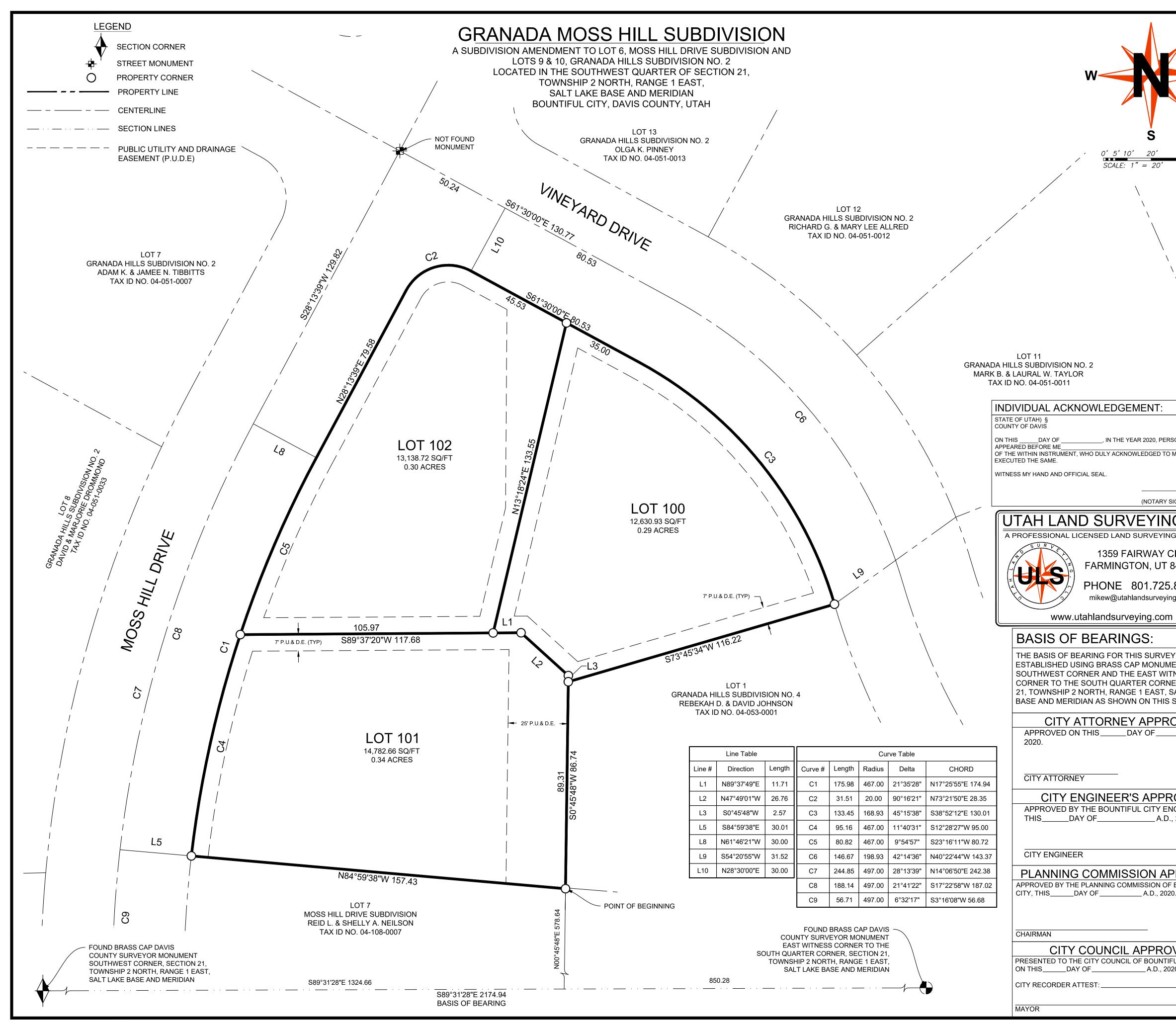
- 1. Complete any outstanding corrections to the Plat.
- 2. Provide a current Title Report.

#### **Significant Impacts**

None

#### Attachments

1. A copy of the preliminary amended plat.



	SURVEYOR'S CERTIF	FICATE:
E	AND THAT I HOLD LICENSE NO. 6431 UTAH. I FURTHER CERTIFY THAT BY THE TRACT OF LAND SHOWN ON TH SAID TRACT OF LAND INTO LOTS AN KNOWN AS: <b>GRANADA MOSS H</b>	REBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, 156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF 7 AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF HIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED ND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE HILL SUBDIVISION AND THAT THE SAME HAS BEEN JMENTED ON THE GROUND AS SHOWN ON THIS PLAT.
40'	DATE: BOUNDARY DESCRIF	MICHAEL L. WANGEMANN LICENSE NO. 6431156 PTION
	NO. 705780 IN BOOK 1040 AT PAGE 1272 OF OFF BEARING FOR THIS SURVEY) 1324.66 FEET AND TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAK NORTH LINE OF SAID LOT 7, A DISTANCE OF 15' 467.00 FOOT RADIUS CURVE; THENCE NORTHE CENTRAL CURVE OF 11°40'31" (WHICH LONG CH 79.58 FEET TO A POINT ON A 20.00 FOOT RADIU RIGHT THORUGH A CENTRAL ANGLE OF 90°16'2 THE SOUTH RIGHT-OF-WAY LINE OF VINEYARD 80.53 FEET TO A POINT ON A 168.93 FOOT RADIU CURVE TO THE RIGHT THROUGH A CENTRAL AN FEET) TO THE NORTHEAST CORNER OF LOT 1, 539307 IN BOOK 782 AT PAGE 105 OF OFFICIAL	LOT 7, MOSS HILL DRIVE SUBDIVISION, BEING RECORDED JUNE 27, 1985, AS ENTRY FICIAL RECORDS, SAID POINT BEING SOUTH 89°31'28" EAST (ALONG THE BASIS OF D NORTH 00°45'48" EAST 578.64 FROM THE SOUTHWEST CORNER OF SECTION 21, KE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 84°59'38" WEST ALONG THE 57.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF MOSS HILL DRIVE TO A POINT ON A EASTERLY 95.16 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A FHORD BEARS NORTH 12°28'36" EAST 95.00 FEET); THENCE NORTH 28°13'39" EAST US; THENCE NORTHEASTERLY 31.51 FEET ALONG THE ARC OF SAID CURVE TO THE '21" (WHICH LONG CHORD BEARS NORTH 73°21'50" EAST 28.35 FEET) AROUND TO D DRVIE; THENCE SOUTH 61°30'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE DIUS CURVE; THENCE SOUTHEASTERLY 133.45 FEET ALONG THE ARC OF SAID ANGLE OF 45°15'38" (WHICH LONG CHORD BEARS SOUTH 38°52°12" EAST 130.01 , GRANADA HILLS SUBDIVISION NO. 4, RECORDED ON JULY 26, 1979 AS ENTRY NO. . RECORDS; THENCE SOUTH 73°45'34" WEST ALONG THE NORTH LINE OF SAID LOT 1, E OF SAID MOSS HILL DRIVE SUBDIVISION; THENCE SOUTH 00°45'48" WEST 86.74 D 3 LOTS
	SUBDIVIDE THE SAME INTO LOTS AS SH	HE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND HOWN ON THIS PLAT, AND NAME SAID TRACT:
\ 	AND DO HEREBY DEDICATE, GRANT AND PARTS AND PORTIONS OF SAID TRACTS THE SAME TO BE USED AS PUBLIC UTILI	OSS HILL SUBDIVISION ID CONVEY TO BOUNTIFUL CITY, DAVIS COUNTY, UTAH, ALL THOSE IS OF LAND DESIGNATED AS PUBLIC UTILITY & DRAINAGE EASEMENTS, ITY AND DRAINAGE EASEMENTS AND SLOPE EASEMENTS FOREVER AS ED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC
ONALLY _ , THE SIGNERS //E THAT THEY	UTILITY SERVICE LINES AND DRAINAGE	AS MAY BE AUTHORIZED BY BOUNTIFUL CITY.
GNATURE)	JAMES C. PAGE	KERI L. PAGE
G, LLC S COMPANY	TRUSTEE FOR THE WOLFE FAMILY TR	RUST DATED DECEMBER 11, 2014
4025	CORPORATE ACKNO	
8395 g.com	STATE OF UTAH) § COUNTY OF DAVIS	
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VAL UL CITY, UTAH, 0	ENTRY NO FEE FILED FOR RECORD AND RECORDE ATIN BOOKF	ED THIS DAY OF , 2020
	[	DAVIS COUNTY RECORDER
	BY:	DEPUTY RECORDER