



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

CITY COUNCIL AGENDA

April 9th, 2024

[Zoom Meeting Link](#)

Meeting ID: 881 9891 4586

Passcode: 964820

7:00 PM City Council Meeting

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

1. **Call to Order** [Mayor Tait]
2. **Opening**
 - a. Pledge of Allegiance [Council Member Wilhelmsen]
3. **Consent Items**
 - a. Approval of meeting minutes for March 12th, 2024 as presented.
4. **Business Items**
 - a. YCC activities update. [Adan Ochoa and Lily Hansen]
 - b. **Public Hearing** – to receive input from the public for and/or against the proposed Ordinance, Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within the Cinnamon Park Subdivision.
 - c. Discussion/possible action to adopt Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on lot 10 within Cinnamon Park Subdivision. [Jennie Knight]
 - d. Discussion/possible action to adopt Harrisville Ordinance 550; an ordinance approving the Business License Fee Analysis. [Jill Hunt]
 - e. Discussion/possible action to adopt Ordinance 551; an ordinance adopting a clustered development plan for property located at approximately 265 Larsen Lane based upon application filed with the City. [Jennie Knight]
 - f. Discussion/possible action to adopt Ordinance 552; Summit View Zoning Map Amendment and Master Development Agreement. [Jennie Knight]
 - g. Garbage Services Update. [Jennie Knight]
 - h. Discussion/possible action to adopt Public Works Standards. [Justin Shinsel]
 - i. Discussion/possible action to adopt the Harrisville City Website Privacy Policy. [Jennie Knight]
 - j. Discussion/possible action to adopt Harrisville Ordinance 554; an ordinance amending Harrisville Municipal Code Section 6.13.030 Transportation Code for Parking. [Jennie Knight]
 - k. Discussion/possible action to surplus Police Vehicles. [Chief Wilson]
5. **Public Comment**
6. **Mayor/Council Follow-up**
7. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website www.cityofharrisville.com, and at the Utah Public Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law.

In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

**MINUTES
HARRISVILLE CITY COUNCIL
March 12, 2024
363 West Independence Blvd
Harrisville, UT 84404**

Minutes of a regular Harrisville City Council meeting held on March 12th, 2024 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Mayor Michelle Tait, Council Member Karen Fawcett, Council Member Grover Wilhelmsen, Council Member Steve Weiss, Council Member Blair Christensen, Council Member Max Jackson.

Excused: Mark Wilson, Chief of Police.

Staff: Jennie Knight, City Administrator, Brody Flint, City Attorney, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Bryan Fife, Parks and Recreation Director, Sergeant Alicia Davis, Detective Jason Keller, Officer Chris Paradis, Officer Tyler Vincent, Officer Brayton Doxstader, Officer Clint Carter, Dennis Moore, Assistant Chief of Police, Sergeant Nick Taylor.

Visitors: Arnold Tait, Marcus Keller, Jennifer Moore, Cheyanne Doxstader, Brandon Johnson, John Perry, John Macedone, Krisel Travis (via zoom).

1. Call to Order.

Mayor Tait called the meeting to order and welcomed all in attendance.

2. Opening Ceremony.

Council Member Fawcett opened with the Pledge of Allegiance.

3. Consent Items

a. Approval of Meeting Minutes for February 13th, 2024 as presented.

Motion: Council Member Christensen made a motion to approve the meeting minutes for February 13th, 2024 as presented, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously

4. Employee Recognition

- a. Dennis Moore recognized Jason Keller as the FOP member of the year.

5. Oath of Office

- a. Jack Fogal administered the Oath of Office to Brayton Doxstader.

6. Business Items.

- a. **Discussion/possible action to adopt Harrisville Resolution 24-06; a resolution authorizing the creation of a Local Building Authority.**

Jennie Knight updated Council on the new Public Safety Complex. The architect has been able to layout the site with all of the proposed buildings. The architect said there is a great likelihood we may be able to re-describe the parcel and sell part of it to North View Fire District. This would allow the district to bond for their own building if that is what Council decides. Marcus Keller with Crews & Associates presented options for the new Public Safety Complex. Regardless of the direction Council decides with North View Fire District, he believes that creating the Local Building Authority will be a benefit. Per state law this is the way to issue bonds that are not a general obligation bond. The Local Building Authority can be used to issue bonds for other projects in the City not just the new Public Safety Complex. This allows the City to use the land or the lease agreement between the City and Local Building Authority as collateral. The Council would be on the Board for the Local Building Authority. A possible downside to issuing these bonds is the potential for a higher interest rate. Brandon Johnson explained that a Local Building Authority is authorized in Utah Code. Building authorities have been approved by the Utah Supreme Court. This is a common tool used by cities and school districts. Council would be the Board of Trustees for the building authority. Under state law the Board of Trustees changes as Council changes. The Local Building Authority would lease the project from the City and issue bonds. The City would then make the payments to the Local Building Authority. Marcus Keller explained creating the Local Building Authority could open potential options for issuing new bonds for the new Public Safety Complex or refinancing the current bonds. This resolution would only create the Local Building Authority, by creating the Local Building Authority and using it to issue new bonds for the Public Safety Complex the City could save \$20,000 - \$30,000 per year in interest payments. Council Member Christensen inquired if North View Fire does buy the land from us where would they get the money and would they need to raise taxes on residents. We do not know what their financial situation is so an answer cannot be given. Jennie Knight answered if they impose a tax increase it would be on the entire district. The City has more options for issuing bonds as the owners of the property. Marcus Keller explained the fire district has their own Local Building Authority. If the City sells them the land they can bond for the project on the own. Selling them their own parcel for a building is the easiest and cleanest way to incorporate North View Fire into the new Public Safety Complex.

Motion: Council Member Weiss made a motion to approve Harrisville Resolution 24-06, a resolution authorizing the creation of Local Building Authority, second by Council Member Jackson.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously.

b. Discussion/possible action to adopt Harrisville Resolution 24-05; a resolution approving a Boundary Line Adjustment.

Jennie Knight presented the survey for the Dixon Creek Development. While conducting the survey it was discovered that the fence line and the boundary do not match. D.R. Horton proposed adjusting the boundary to match the fence line. The City owns the parcel next to the development. There is approximately one foot of discrepancy from the survey to the fence line. Matt Robertson with Jones & Associates reviewed the legal description to verify its accuracy. Council Member Jackson inquired if we need to compensate anyone for the boundary line adjustment. Jennie Knight clarified we will not. This is standard practice to clean up plats before recording.

Motion: Council Member Wilhelmsen made a motion to adopt Harrisville Resolution 24-05; a resolution approving a Boundary Line Adjustment, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously.

c. Discussion/possible action for 2024 City Goals.

Jennie Knight reviewed the 2023 City goals. The goals include: update franchise agreements, create a City Flag, business license study, Healthy Utah Communities, increase community activities, economic development and moderate-income housing, Ben Lomond ground breaking, new municipal complex, utility rate analysis, and increase commercial development. Staff is recommending new goals for 2024 to include: finish the public works building and move in by January, hiring a full-time planner, and park impact fees analysis. Jennie Knight asked for suggestions on goals from Council. Council asked to add park impact fee analysis to the City Goals. Council Member Christensen asked to keep Ben Lomond ground breaking as a goal. Council Member Wilhelmsen inquired what hiring a planner would entail. Jennie Knight explained hiring a planner would help answer citizens questions when they call, plan for developments, and increase commercial development. Council requested hiring a full-time planner be a goal. Council Member Wilhelmsen requested that economic development and increasing commercial development be added to City goals. Council Member Wilhelmsen inquired about West Harrisville Road. Justin Shinsel explained that if Council wants that to be a priority he will put it to the top of his list. Public Works can move forward with this project sooner than planned if Council wants. Council Member Wilhelmsen stated that maybe transparency and communication would help residents know about future projects. Council Member Wiess inquired about 2000 North being ground down with an overlay. Justin Shinsel explained it will be restriped but not an overlay this year. The big projects for the year are West Harrisville Road and the new City complex road. Council Member Weiss suggested putting a Public Works page on the website listing the projects for the current year. Council asked for utility rate analysis to

be on our City goals. Council Member Weiss stated we do not want to be caught with another deficit like the garbage fund.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously.

Mayor Tait noticed Public Comment was missing from the Agenda. She inquired if Council would like to add Public Comment to the meeting.

Motion: Council Member Jackson made a motion to add Public Comment to the Agenda, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously.

7. Public Comment

Mayor Tait opened the public comment period.

John Perry appreciates the notices for winter parking. He has received notices when there is no snow on the road or in the forecast. The notices state he will be towed if he continues to park on the road. He does not appreciate being harassed and threatened by the police.

Mayor Tait closed the public comment period.

8. Mayor/Council Follow-up

Council Member Jackson informed all that Chief Hadley's (Pleasant View Police) wife passed away. Her service date will be posted on Myers website.

Council Member Wilhelmsen reported on another successful senior luncheon. There was a lot of good discussion and questions related to the City. Attendance is increasing. He invited any seniors to come to the meeting. It is the second Tuesday of the month at noon. More information is available on the City website.

Council Member Fawcett inquired if there was a way to get the packet sooner. There are weekends she works and it can be hard to review the packets in the time frame. Jennie Knight explained when we have large packets, we will try to get them out sooner but sometimes it is

hard to send sooner without changes being made. Council Member Fawcett inquired where the moderate-income housing goals can be found. Jennie Knight explained where to find it on the website.

Dennis Moore explained the department is working on accreditation. There are one hundred twenty-eight standards to meet. The accreditation process will be covered in the Chiefs meeting in St. George this month. This is a multi-year goal that the department has been working on. They have been advised to not rush because that causes mistakes. Landon Silverwood has accepted a tentative offer to start in May. This will help with staffing.

Bryan Fife stated the Easter Egg Hunt will be March 30, at 10 AM. Parks and Recreation has filled around eight thousand eggs. Basketball is wrapping up and they are preparing for baseball and softball.

Justin Shinsel reported that there is a lot of water. Public Works has sandbags and is distributing flyers so residents are aware. They will start their semi-annual street sweeping soon. Cement trucks should start going to the new public works building and you should see forms start being filled.

Jennie Knight asked for confirmation for those going to the Utah City of Leagues and Towns Conference next month.

9. Adjournment

Council Member Weiss motioned to adjourn the meeting, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes
Council Member Weiss, Yes
Council Member Christensen, Yes
Council Member Jackson, Yes
Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 8:02 P.M.

MICHELLE TAIT
Mayor

ATTEST:

Jack Fogal
City Recorder
Approved this 9th day of April, 2024



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Memorandum

Harrisville Ordinance 553
Vacating a 10-foot wide Public Utility Easement
April 1, 2024

To: Harrisville Mayor & City Council
From: Jennie Knight, City Administrator
RE: Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide public utility easement on Lot 10 within the Cinnamon Park Subdivision.

On February 29, 2024, an application was received from property owner Tammy Wright requesting a 10-foot-wide Public Utility Easement be vacated to allow for an unencumbered buildable area on the lot to obtain a building permit for a home addition. The applicant hired a professional land surveyor and utility locating service provider to inspect the property, trace the easement boundaries, and to investigate the applicable stakeholders of any utilities on the property.

Utah Code Annotated §10-9a-609.5 states:

(3) If a petition is submitted containing a request to vacate some or all of a public street or municipal utility easement, the legislative body shall hold a public hearing in accordance with Section 10-9a-208 and determine whether:

- (a) good cause exists for the vacation; and
- (b) the public interest or any person will be materially injured by the proposed vacation.

The public hearing was held on April 9, 2024.

(4) The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:

- (a) good cause exists for the vacation; and
- (b) neither the public interest nor any person will be materially injured by the vacation.

The property owner would like to build a home additional and no utilities were located within the easement. All Public Utility providers were public noticed in accordance with Utah Code Annotated §10-9a-208.

RECOMMENDATION: Staff recommends adopting Harrisville Ordinance 553; an ordinance vacating a 10-foot-wide Public Utility Easement on Lot 10 of Cinnamon Park Subdivision.

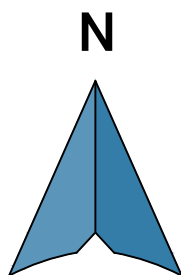
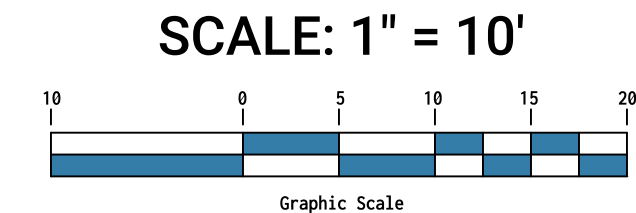
Vacate Easement Description

A portion of a public utility easement being apart of lots 10 and 11 of Cinnamon Park Subdivision Recorded in the Weber County Recorders Office in Book 13 and Page 67 of plats which is more particularly described as follows.

Beginning at a point 5.00 feet North $89^{\circ}56'37''$ East from the Southeast Corner of said lot 11, Basis of bearing being North $1^{\circ}09'38''$ East along the centerline monuments found in the intersection of 1100 North and Lochwood Drive along Washington Boulevard, and running thence South $86^{\circ}56'37''$ East 10.00 feet; thence North $03^{\circ}03'27''$ East paralleling the East lot line of said lot 11 a distance of 85.33 feet to the North utility easement of said lot 10; thence along the South bounds and its projection of said easement North $88^{\circ}50'22''$ West 15.94 feet; thence South $57^{\circ}47'57''$ East 6.79 feet to a point 5.00 feet perpendicularly distant from said East lot line of Lot 11; thence South $03^{\circ}03'27''$ West 81.50 feet to the point of beginning.

Containing 862.01 square feet, more or less.





**1000 North Street
Public Right of Way**

Proposed Easement Description

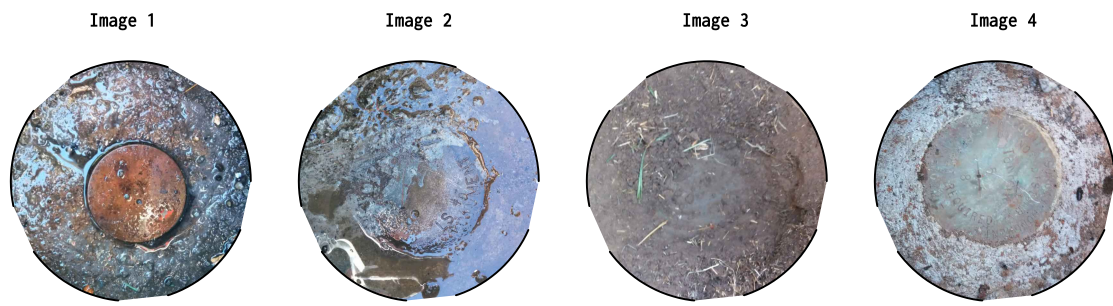
A public utility easement being apart of lot 11 of Cinnamon Park Subdivision Recorded in the Weber County Recorders Office in Book 13 and Page 67 of plats which is more particularly described as follows.

Beginning at a point 21.00 feet North 89°56'37" East from the Southeast Corner of said lot 11, Basis of bearing being North 1°09'38" East along the centerline monuments found in the intersection of 1100 North and Lochwood Drive along Washington Boulevard, and running thence North 86°57'12" West 5.00 feet to the West bounds of Parcel 1 of that Special Warranty Deed found at Entry No. 2770442; thence North 03°02'48" East along said West bounds 89.31 feet to projection of the North lot line of Lot 10 of Said Subdivision; thence South 88°50'22" East 6.62 feet to an existing public utility easement; thence along the existing utility easement South 57°47'57" East 9.70 feet to a point 5.00 feet southerly perpendicularly distance from the projection of the North lot line of said lot 10; thence North 88°50'22" West 10.09 feet to a point 5.00 feet East of the West line of said Special Warranty Deed; thence South 03°02'48" West 84.47 feet to the point of beginning.

Containing 476.23 square feet, more or less.



SURVEY IMAGES



Measurements Between Monuments

Certified Macro Boundary Line

Certified Micro Boundary Line

Easement Line

Calc. Calculated

N.T.S. Not to Scale

Deed Line

Fence Line

Building Line

Center Line

Edge of Concrete/Asphalt

Found Section Corner

Calculated Section Corner

Set Nail

Set Rebar and Cap

Power Pole

Found Monument

Calculated Monument

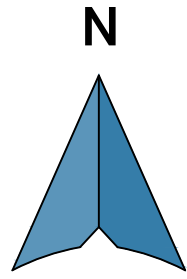
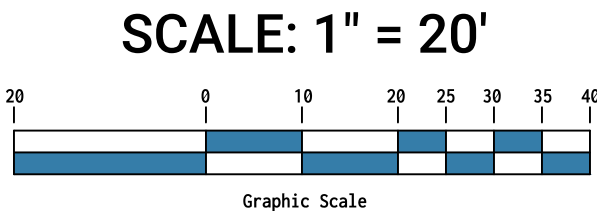
Found Rebar

Found Nail

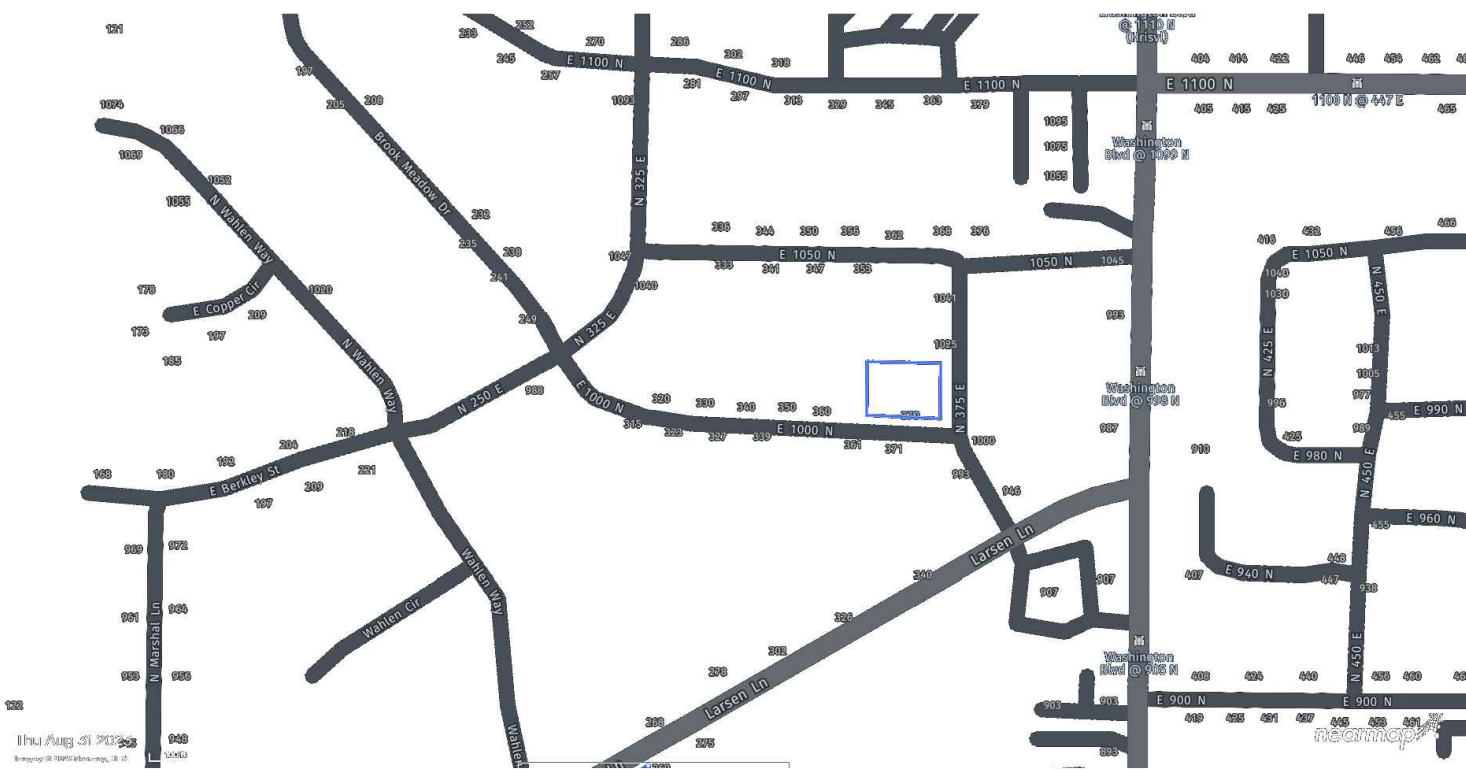
Guy Wire

Data Reference Table

Reference No	Document Type	Name/Grantee	Entry No/ Book Page/ File No.
R1	Bearing Sheet	GNW	Weber County
R2	Tie Sheet	GNWNE	Weber County
R3	Tie Sheet	GNWNC	Weber County
R4	Tie Sheet	GNWBN	Weber County
R5	Tie Sheet	GNWBN	Weber County
R6	Deed	Rick A. Obermuller	1140393
R7	Quit Claim Deed	Cassidy P. Jensen	2742328
R8	Special Warranty Deed	Tammy Larree Wright	2778442
R9	Special Warranty Deed	Ty H. Moss	3171476
R10	Warranty Deed	Bruce T. Griffin & Joan K. Griffin	2654258
R11	Warranty Deed	Josef C. Renkes	2582156
R12	Subdivision Plat	Cinnamon Park Subdivision NO 1	Book 13 Page 067
R13	Subdivision Plat	Cinnamon Park Subdivision NO 3	Book 47 Page 028
R14	Subdivision Plat	Brook Meadow Phase 2 Subdivision	Book 40 Page 074
R15	Subdivision Plat	Greenland Estates Subdivision	Book 69 Page 098
R16	Subdivision Plat	Thoroughbred Meadows Final Plat	Book 71 Page 100
R17	Subdivision Plat	Thoroughbred Meadows 1ST Addendum	Book 74 Page 088
R18	Record of Survey	AL Ostrup	906
R19	Subdivision Plat	Cinnamon Park Subdivision NO 2	Book 19 Page 089
R20	Record of Survey II	Dineen Bernard	1229
R21	Record of Survey II	Thoroughbred Meadows	3938
R22	Record of Survey II	Thoroughbred Meadows	4904



Vicinity Map N.T.S.

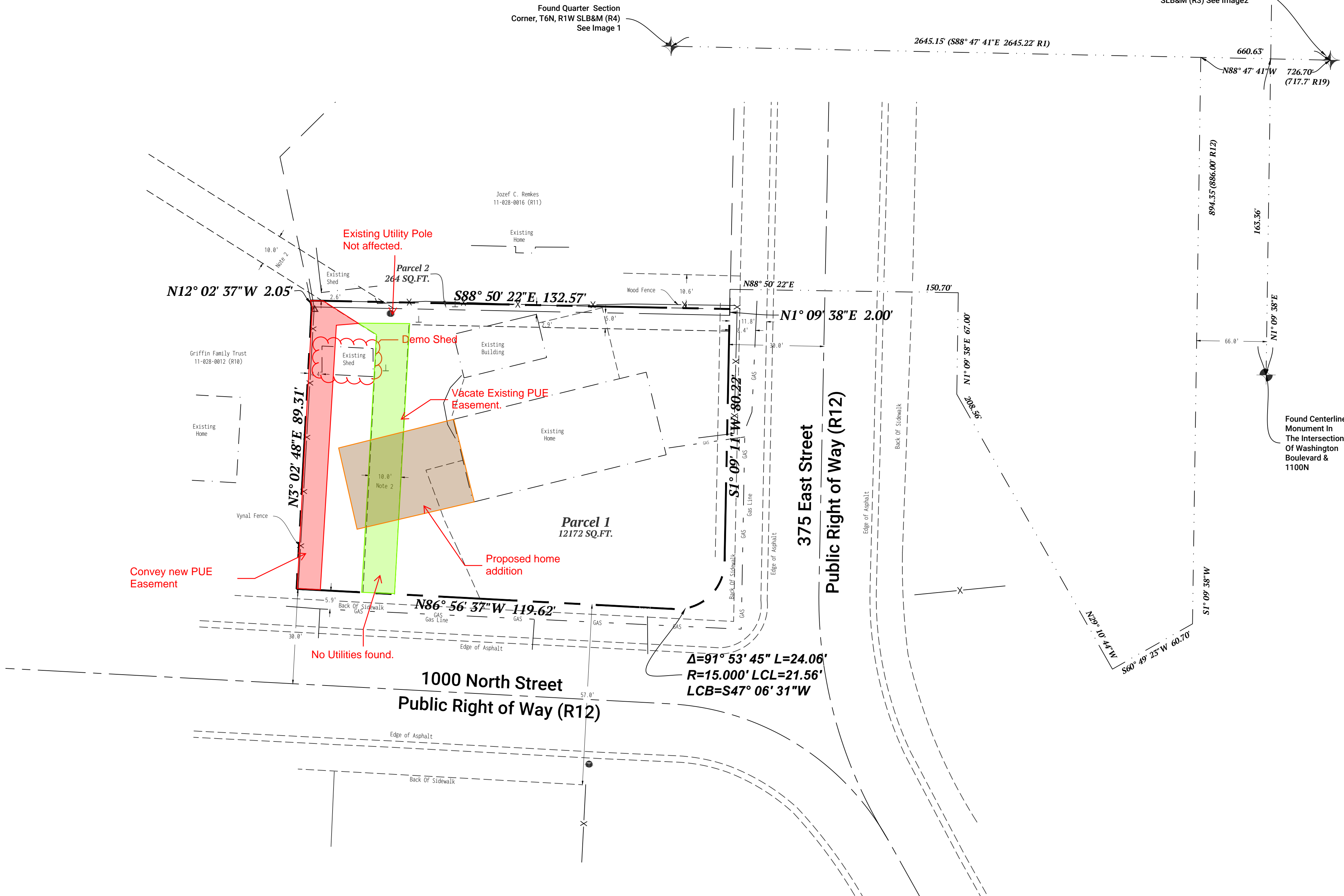


BOUNDARY DESCRIPTIONS (R8)

- Parcel 1
- All of Lot 10, and part of Lot 11, CINNAMON PARK SUBDIVISION NO.1, Harrisville Town, Weber County, Utah; more particularly described as follows: all of Lot 10 sad beginning at the Southwest corner of said Lot 10; running thence North 87 deg. 16 min. West 26 feet; thence North 2 deg. 44 min. East 89.31 feet; thence South 89 deg. 09 min. 45 sec. East 26.01 feet to the Northwest corner of Lot 10; deice South 2 deg. 44 min. West 90.17 feet to the point of beginning.
- Parcel 2
- Part of Lot 11, CINNAMON PARK SUBDIVISION NO.1, Harrisille Webet• County, Utah, and part of the Northeast quarter of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: beginning at the Northwest corner of Lot 10 in said CINNAMON PARK SUBDIVISION and running thence North 89 deg. 09 min. 45 sec. West along the North line of said Lot 10, 132.08 feet, thence North 12 deg. 22 min. West 2.05 feet, thence South 89 deg. 09 min. 45 set. East 13235 feet to a point North 0 deg. 58 min. 15 sec. East 2.0 feet from the point of beginning, thence South 0 deg. 50 min. 15 sec. West 2.0 feet to the point of beginning.
- More Correctly Described As:
- Parcel 1
- All of Lot 10, and part of Lot 11, CINNAMON PARK. SUBDIVISION NO.1, Harrisville Town, Weiner County, Utah; more particularly described as follows: all of Lot 10 and beginning at the Southwest corner of said Lot 10; running thence North 87 deg. 16 train. West 26 feet; thence North 2 deg. 44 min. East 89.31 feet; thence South 89 deg. 09 min. 45 sec. East 26.01 feet to the Northwest corner of Lot 10; thence South 2 deg. 44 min. West 90.17 feet to the point of beginning.
- Parcel 2
- Part of Lot 11, CINNAMON PARK SUBDIVISION NO.1, Harrisville Weber County; Utah. and part of the Northeast quarter of Section 8. Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: beginning at the Northeast corner of Lot 10 in said CINNAMON PARK SUBDIVISION and running thence North 89 deg. 09 min. 45 sec. West along the North line of said Lot 10, 132.08 feet, thence North 12 deg. 22 min. West 2.05 feet, thence South 89 deg. 09 min. 45 sec. East 13255 feet to a point North 0 deg. 50 min. 15 sec. East 2.0 feet from the point of beginning, thence South 0 deg. 50 min. 15 sec. West 2.0 feet to the point of beginning.

NOTES

1. All measurements along (R19) were rotated clockwise 0°19'23" to match the basis of bearing unless otherwise noted.



SURVEYOR CERTIFICATE

I, Tyler R. Harper do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12542803, in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Surveyors Licensing Act, and I have made a survey of the above described property according to Section 17-23-17 and that the above plat correctly shows the true dimensions of the property surveyed.

For Review

12/13/2023 7:52:17 AM



HARRISVILLE CITY

363 West Independence \$ Harrisville, Utah 84404 \$ (801) 782-4100

MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Grover Wilhelmsen

Steve Weiss

Blair Christensen

Max Jackson

Karen Taylor-Fawcett

Business License Memo

Goal: to have Business Licensing pay for itself.

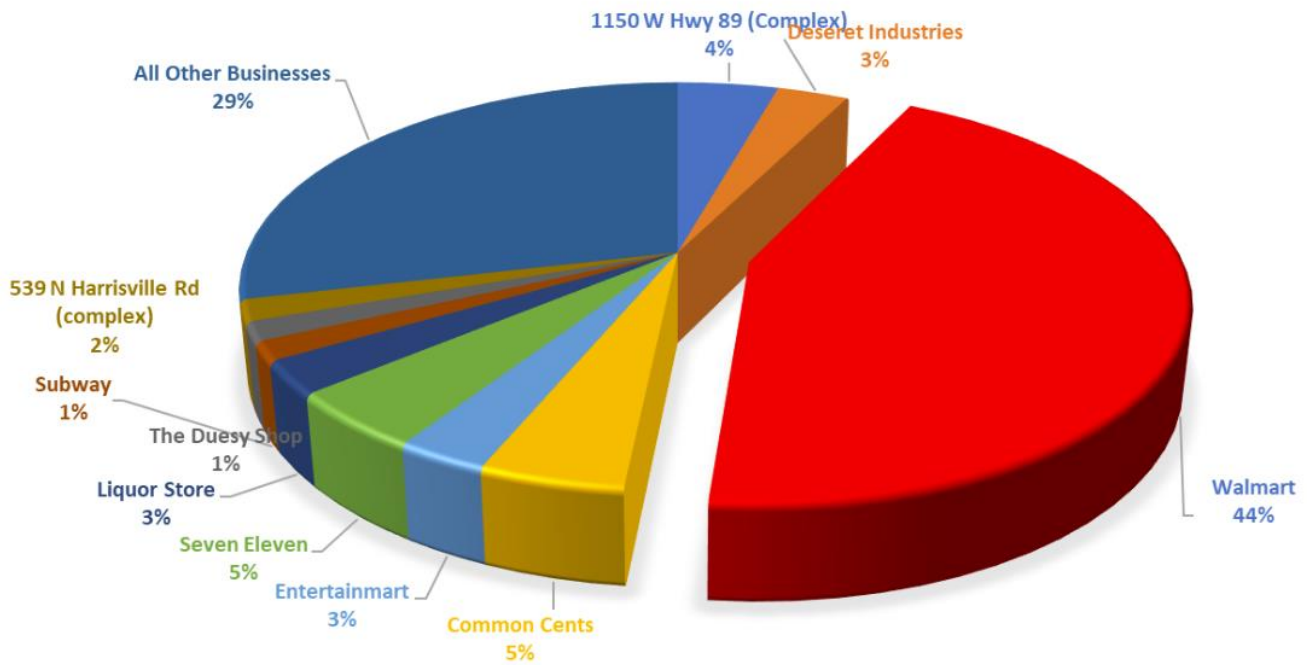
Last Study: March 2015

Recommendation: approve the new cost for business licenses based on study provided by Zions Bank Public Financial.

What do studies look at?

- Supplies: *paper, computer program, computer, etc.*
- Trainings: *State Law, code interpretation, legal, etc.*
- Meetings: *Conditional Uses*
 - Planning Commission
 - Planning Commissioners
 - Jennie
 - Cynthia
 - Project Management
 - Jennie
 - Cynthia
 - Jack
 - Mayor
 - Justin
 - Meetings with Businesses
- Walk ins / Phone calls
- Time for new applications & renewals
- Police *one of the biggest factors
 - Broken down based on type of business*
 - Call outs
 - Time spent on calls

INCIDENTS PER LOCATION FISCAL YEAR 22-23



Incidents Per Business Location Fiscal Year 22-23



**HARRISVILLE CITY
ORDINANCE 550**

BUSINESS LICENSE ANALYSIS AND FEE UPDATE

AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING A BUSINESS LICENSE FEE ANALYSIS PREPARED BY THIRD PARTIES, AMENDING TITLE 3 CHAPTER 1 OF THE HARRISVILLE MUNICIPAL CODE; SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City (hereinafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-1-203 states “ the legislative body of a municipality may license for the purpose of regulation and revenue any business within the limits of the municipality and may regulate that business by ordinance.”;

WHEREAS, the City retained the services of Zions Public Finance to conduct a Business License Fee Analysis and desires to implement the same;

WHEREAS, the City seeks to provide for uniform business regulations, accountability, public health, and public safety;

NOW, THEREFORE, be it Ordained by the City Council of Harrisville City, Utah as follows:

Section 1: Adoption. The adoption of the Business License Fee Analysis dated January 2024 hereby incorporated as “Exhibit A”.

Section 2: Amendment. Section 3.01.030 is hereby amended to read as follows:

3.01.030 Adoption Of Study and Determination

1. Study adopted. ~~The Business License Fee Study prepared by Zion’s Bank dated March 5, 2015, (hereafter referred to as the “Study”), is hereby adopted and incorporated herein by this reference for all fees relating to residential rental units. The Business License Analysis prepared by Lewis, Young, Robertson & Burningham dated May 2008, (hereafter referred to as the “Study”), remains adopted and incorporated herein by this reference for all other non-residential rental businesses. The Business License Fee Analysis prepared by Zions Public Finance dated January 2024, (hereafter referred to as the ‘Study’), is hereby adopted and incorporated herein by this reference for fees relating to all residential business, non-residential business and manufacturing.~~

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from

the remainder which remainder shall continue in full force and effect.

Section 4: Effective Date. This Ordinance takes effect immediately after approval and posting.

PASSED AND APPROVED by the City Council on this ____ day of _____, 2024

MICHELLE TAIT, Mayor

ATTEST:

JACK FOGAL, City Recorder

RECORDED this ____ day of _____. 2024.
PUBLISHED OR POSTED this ____ day of _____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of UCA §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that the foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North, and 3) Harrisville Cabin on the above reference dates.

City Recorder **DATE:** _____

Harrisville City

Business License Fee Cost of Service Analysis



ZIONS PUBLIC FINANCE, INC.

March 2024



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Introduction

Zions Public Finance, Inc. (ZPFI) was asked to evaluate the current business license fees for Harrisville City ("City") and recommend a revised fee structure that reasonably reflects the City's costs associated with providing these services to the community. This includes a disproportionate cost analysis to determine if any business types have a greater impact on City services.

Current Fee Structure

Current fees are pulled directly from the City's Fee Schedule. Based on discussions with the City, the existing fee structure (i.e., fee categories shown in the table below) will mostly be maintained in this analysis. The City is proposing to eliminate several fee categories. Actual fees (costs), along with disproportionate fees, will be updated as part of this study.

TABLE 1: CURRENT BUSINESS LICENSE FEE STRUCTURE

License Type	Current Fees
Automotive	\$137.00
Big Box*	\$61,853.00
Construction	\$126.00
Contracted Services	\$66.00
Convenience Store – without prepay fuel only	\$1,701.00
Convenience Store – with prepay fuel only	\$701.00
Counseling Services	\$1,025.00
Day Care/Pre-school	\$65.00
Entertainment	\$1,011.00
Financial Services	\$84.00
Home Occupation – Full Time	\$35.00
Home Occupation – Part Time	\$20.00
Manufacturing	\$77.00
Rental Services	\$2,794.00
Personal Services	\$66.00
Public Lodging	\$498.00
Private Club*	\$580.00
Professional/Business Services	\$66.00
Recreational – Other	\$873.00
Recreational – Golf Course	\$100.00
Restaurants*	\$403.00
Restaurants – Seasonal	\$100.00
Retail/Wholesale Sales	\$66.00
Solicitors – per salesman	\$82.00
Storage	\$105.00
Temporary License	\$82.00
Thrift Store	\$14,725.00

*Discounts are given for Asset Protection Program (30% reduction) and On-Site Security Program (30% reduction)

Methodology

ZPFI's approach to calculating costs was based on the following tasks and steps:

- Step 1: Review Department Budgets; Gather Initial Data Regarding Employees per Department and Labor Costs
- Step 2: Prepare Spreadsheet Template
- Step 3: Coordinate with City Staff on Direct Costs
- Step 4: Allocate Indirect and Overhead Costs
- Step 5: Calculate Total Cost Per Hour
- Step 6: Calculate Costs per Service
- Step 7: Geocode Police Calls for Service to Businesses
- Step 8: Calculate Ratio of Business Calls for Service to Residential Calls for Service
- Step 9: Calculate Disproportionate Fee
- Step 10: Calculate Total Revenues

Step 1: Review Department Budgets; Gather Initial Data Regarding Employees per Department and Labor Costs

ZPFI first reviewed the budgets for business licensing fees. This step identified overall labor costs, as well as the number of employees and employee positions in each department.

Step 2: Preparation of Spreadsheet Template

ZPFI created a financial model that allowed for City staff to enter the amount of time spent on each fee-related service, by employee position.

Step 3: Coordination with Departments on Direct Costs

From the information gathered from the various departments, ZPFI prepared a detailed spreadsheet that allowed for input regarding the actual time spent by various positions in providing each service. ZPFI then followed up to clarify data and resolve any potentially conflicting information.

Step 4: Allocation of Indirect and Overhead Costs

1. Indirect - Business License employee time not directly spent on fee-related services, but in activities such as meetings, training, etc.
2. Overhead - Certain City departments have overhead costs that need to be apportioned among all departments and fees.

Business License Indirect Cost Allocation. Costs are allocated for employee time spent on activities that are not directly business license fee-related, such as training, meetings, etc. For example, an employee who provides fee-related services may also attend department meetings or training workshops. A portion of these indirect costs can be allocated to the unit costs associated with providing services for which fees are charged.

City Overhead Cost Allocation. There are also overhead costs associated with other City departments such as human resources, IT, attorney etc. These costs have also been allocated and added to the direct unit costs. The overhead costs that are allocated to all City departments are shown in the following table.

TABLE 2: TOTAL OVERHEAD COSTS

Overhead Category	Cost
Non-Departmental	\$230,550
Legal Services	\$10,000
Total	\$240,550

Source: Harrisville City FY2023 Budget

Total overhead costs for the City were divided among each full-time equivalent (FTE) employee to calculate an overhead cost per minute. As shown in the following table, the overhead cost per FTE is \$12,661 per FTE or \$6.09 per hour.

TABLE 3: OVERHEAD COSTS PER HOUR

Description	Amount
Total Overhead Costs to Allocate	\$240,550
Total City Employees for Cost Spread	19
Cost per Employee per Year	\$12,661
Cost per Employee per Hour	\$6.09

Step 5: Calculation of Total Cost per Hour

The indirect and overhead costs per hour are added to the direct cost per hour to identify the total costs per hour. These calculations will be detailed in the Cost-of-Service Analysis.

Step 6: Calculate Costs per Service

This step calculates the total cost per service by multiplying the time spent by the fully loaded cost per hour. These calculations will be detailed in the Cost-of-Service Analysis.

Step 7: Geocode Police Calls for Service to Businesses

ZPFI collected police calls for service from the City for FY2022 and analyzed both the calls to residential units and business locations. Calls for businesses were geocoded to business addresses to determine the calls for service to each business during FY2022.

Step 8: Calculate Ratio of Business Calls for Service to Residential Calls for Service

During this step, ZPFI calculated the base ratio of calls for service to residential locations and also calculated the call ratios for each business type. These were compared to the residential base ratio to determine any disproportionate impacts by a certain business type.

Step 9: Calculate Disproportionate Fee

This step calculates any disproportionate fees by multiplying disproportionate business ratios by the base police cost per call.

Step 10: Calculate Total Fee

This step calculates the total cost per service to the City, combining the base total cost with any disproportionate costs by business type.

Cost-of-Service Analysis

Direct costs are incurred by those individuals who directly handle fee-related services. While the “average” time spent for similar services can vary depending on a variety of factors, this report is based on an “average” time spent per individual service, as shown in the table below.

TABLE 4: MINUTES SPENT BY POSITION PER BUSINESS LICENSE

License Type	City Administrator	Police Chief	Treasurer	Cashier
New/Renewal	35	35	45	15
Home Occupation	35	35	45	15
Solicitor	35	35	45	15
Beer License	35	35	45	15

The following table shows the total units of service provided during the past year, by service type.

TABLE 5: TOTAL LICENSES COMPLETED

License Type	Units Completed
New/Renewal	161
Home Occupation	13
Solicitor	5
Beer License	7

Based on information provided by the City, employees spend between approximately 2 percent and 4 percent of their time in trainings or meetings and an allocation of that time can be attributed to business licensing. The following table shows each employee’s cost per hour for training.

TABLE 6: INDIRECT TRAINING COST PER HOUR

	City Administrator	Police Chief	Treasurer	Cashier
Indirect Costs per Hour	\$2.12	\$4.14	\$1.66	\$0.77

It is also permissible to include the cost of conducting this cost-of-service analysis in the overall cost of the fees. Cost estimates assume the life of the study is 5 years and therefore the total cost of the study is divided by 5 and then divided by the total direct minutes identified for the various fee types.

The study also includes the general overhead costs and the materials costs to determine the total cost for each employee involved with the fee-related services.

TABLE 7: TOTAL COSTS PER HOUR & MINUTE

	City Administrator	Police Chief	Treasurer	Cashier
Wages + Benefits (Health/Retirement) per Hour	\$88.16	\$94.67	\$55.66	\$39.07
Indirect Costs per Hour - Overhead	\$6.09	\$6.09	\$6.09	\$6.09
Indirect Costs per Hour - Training	\$2.12	\$4.14	\$1.66	\$0.77
Supplies Cost per Hour	\$1.89	\$1.89	\$1.89	\$1.89
Study Costs	\$3.72	\$3.72	\$3.72	\$3.72

	City Administrator	Police Chief	Treasurer	Cashier
Total Cost per Hour	\$101.98	\$110.51	\$69.02	\$51.54
Total Cost per Minute	\$1.70	\$1.84	\$1.15	\$0.86

The cost per minute for each employee is then multiplied by the time spent per service, by each employee, as shown previously in Table 4. Total costs per unit are shown in Table 8 below.

TABLE 8: TOTAL COST PER UNIT

License Type	Units Completed	Cost Based on Study
New/Renewal	161	\$188.61
Home Occupation	13	\$188.61
Solicitor	5	\$188.61
Beer License	7	\$188.61

Disproportionate Analysis

In addition to the costs of service to process licenses, there is a recognition that certain business types may have a disproportionate impact on the City. This is calculated using police calls for service to each business throughout the City.

Total Calls for Service

In FY2022, a total of 8,788 calls were received in the City. These calls are then geocoded in a GIS database to determine which of these calls were associated with businesses in the City. In FY2022, a total of 1,011 calls were reported at commercial business locations and 3,210 calls for service were made to residential locations.¹ This results in a base residential call for service ratio of 1.42.

Cost per Call

To calculate a cost per call, the Police Department budget is divided out to the total calls for service. A portion of time is allowed to be allocated to account for time spent responding to calls. Thus, there is a cost per call of \$112.32.

Disproportionate Costs

The disproportionate cost is determined by first calculating the ratio of calls per business for each category. Police calls for service for FY2022 and FY2023 are averaged to better show trends in calls, and to account for business slowdowns caused by the Covid-19 pandemic. A ratio of average calls per business is then calculated. The base residential ratio is subtracted to identify any categories that have greater, or lower, calls than the average residential unit.

TABLE 9: COMMERCIAL CALL RATIOS

License Type	Average Calls per Year	Calls per Business Ratio	Ratio minus Base
Automotive	20	1.67	0.25
Big Box	827	826.50	825.08
Construction	7	0.88	(0.54)
Contracted Services	21	1.71	0.29

¹ A total of 77 calls to commercial businesses could not be accurately tied to a specific business. This was due to multiple businesses having a shared address. Therefore, these calls could not be included in the analysis.

License Type	Average Calls per Year	Calls per Business Ratio	Ratio minus Base
Convenience Store	157	52.17	50.75
Counseling Services	4	1.33	(0.08)
Day Care / Pre-school	14	3.38	1.96
Entertainment	44	43.50	42.08
Financial Services	2	0.50	(0.92)
Home Occupation	9	0.69	(0.72)
Manufacturing	6	0.67	(0.75)
Professional/Business Services	54	0.81	(0.61)
Rental Services	4	0.58	(0.83)
Restaurants	71	7.05	5.63
Restaurants - Seasonal	1	1.00	(0.42)
Retail/Wholesale Sales	39	2.57	1.15
Solicitors/per Salesman	0	0.00	(1.42)
Storage	28	4.67	3.25
Temporary License	0	0.00	(1.42)
Thrift Store	41	40.50	39.08

To calculate the final disproportionate cost, each category is multiplied by the cost per call.

TABLE 10: CALCULATED DISPROPORTIONATE FEE

License Type	Calculated Disproportionate Fee
Automotive	\$28.16
Big Box	\$92,669.50
Construction	\$0.00
Contracted Services	\$32.84
Convenience Store	\$5,700.08
Counseling Services	\$0.00
Day Care / Pre-school	\$220.03
Entertainment	\$4,726.68
Financial Services	\$0.00
Home Occupation	\$0.00
Manufacturing	\$0.00
Professional/Business Services	\$0.00
Rental Services	\$0.00
Restaurants	\$632.79
Restaurants - Seasonal	\$0.00
Retail/Wholesale Sales	\$129.24
Solicitors/per Salesman	\$0.00
Storage	\$365.10
Temporary License	\$0.00
Thrift Store	\$4,389.73

Businesses that showed negative ratios when the base ratio was subtracted, demonstrate that there is not a disproportionate impact and therefore their fee is \$0.00.

Total Fee Calculation

The final business license fee is calculated by adding in the base license cost, with any disproportionate fees based on the type of business.

TABLE 11: CALCULATED BUSINESS LICENSE FEES

License Category	Current Fee	Calculated Study Fee	Percent Change
Base New/Renewal License Fee		\$188.61	
Disproportionate Fee Categories	Current Fee	Total Calculated Study Fee	Percent Change
Automotive	\$137.00	\$216.76	58%
Beer License	\$200.00	\$188.61	-6%
Big Box	\$61,853.00	\$92,858.11	50%
Construction	\$126.00	\$188.61	50%
Contracted Services	\$66.00	\$221.44	236%
Convenience Store	\$1,701.00	\$5,888.68	246%
Counseling Services	\$1,025.00	\$188.61	-82%
Day Care / Pre-school	\$65.00	\$408.64	529%
Entertainment	\$1,011.00	\$4,915.28	386%
Financial Services	\$84.00	\$188.61	125%
Home Occupation	\$66.00	\$188.61	186%
Manufacturing	\$77.00	\$188.61	145%
Professional/Business Services	\$66.00	\$188.61	186%
Rental Services	\$2,794.00	\$188.61	-93%
Restaurants	\$403.00	\$821.39	104%
Restaurants - Seasonal	\$100.00	\$188.61	89%
Retail/Wholesale Sales	\$66.00	\$317.85	382%
Solicitor	\$82.00	\$188.61	130%
Storage	\$105.00	\$553.71	427%
Temporary License	\$82.00	\$188.61	130%
Thrift Store	\$14,725.00	\$4,578.34	-69%



HARRISVILLE CITY

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www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

Staff Report

Ordinance 551; Clustered Development Plan
Oak Hollow Subdivision
April 3, 2024

To: Harrisville Planning Commission
From: Jennie Knight, City Administrator
RE: Ordinance 551; Clustered Development Plan

A. Background and Summary.

On November 17, 2023, an application was received to consider a proposed development for property located at approximately 265 Larsen Lane, identified as Weber County Parcel Numbers 11-027-0104, 11-027-0118, 11-027-0023, 11-027-0022, 11-027-0004, 11-027-0061, and 11-027-0024. The application for an amendment to the Mixed-use/Infill Overlay Map received a negative recommendation at the January 10th, 2024 Planning Commission meeting. The developer requested the application be considered for a Clustered Development Plan under Title 11, Chapter 16 of the Harrisville Municipal Code.

The Project Management Committee met and reviewed this application at their February 8th, 2024 meeting. Harrisville Planning Commission held a public hearing at their March 13, 2024 meeting. The public comments received are included in the Planning Commission minutes (attached).

B. Analysis.

HCMC §11.16.030 General Regulations

1. Minimum size. A minimum of ten (10) acres of land area is required for any clustered subdivision, unless the planning commission enters findings that a smaller but not less than five (5) acre development furthers the purpose and intent of this chapter.

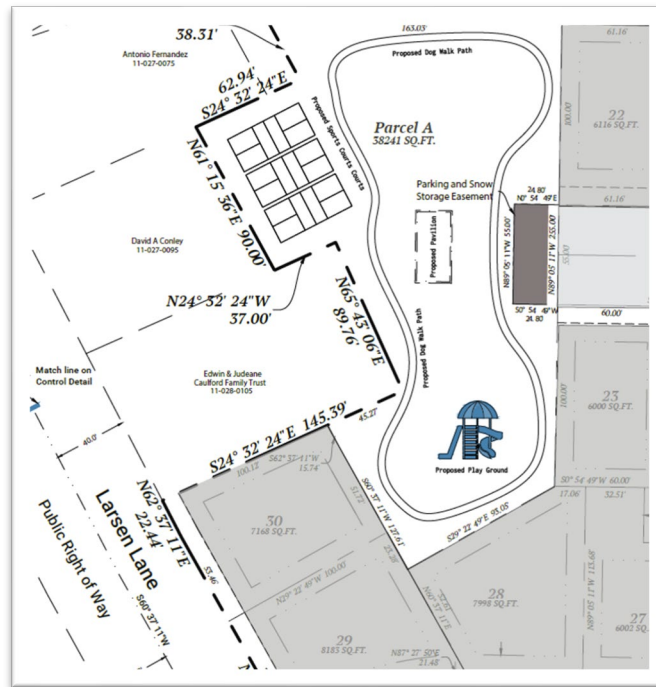
Total development acreage is 7.81. Applicant is requesting consideration for this Clustered Development Plan with compliance to additional code requirements.

2. Application and ownership. A clustered development is initiated by an application filed with the city and forwarded to the project management committee as the initial land use authority. The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.

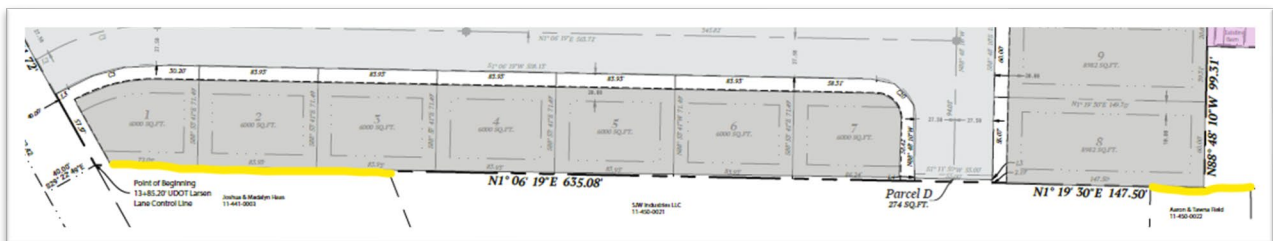
Representation letters have been filed by all owners of the properties. [See Exhibit "A"]

3. Planning and mitigation. The initial land use authority shall require that the arrangement of structures, open spaces, and amenities be developed in such a manner to assure that adjacent properties will not be adversely affected, and account for all preliminary subdivision approval requirement and other ordinance set forth in the municipal code.

Development has open space buffering existing homes on Larsen Lane and the new lots.



Other existing homes either front on 700 North or have minimum lot line connectivity to adjacent new lots.



4. Planning commission. Upon recommendation of the project management committee, the planning commission shall make its recommendation to the city council for preliminary action after any required public hearing.

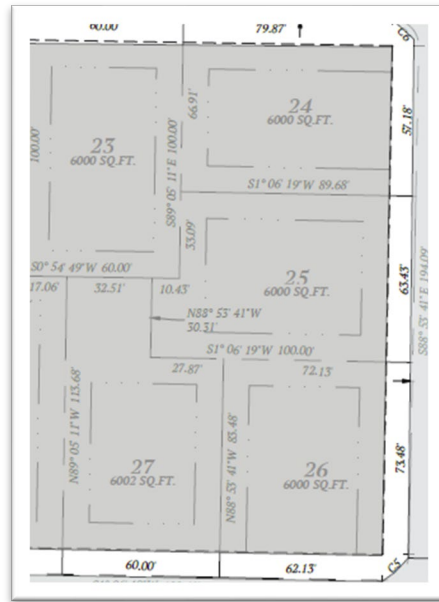
A public hearing to receive public comments was held on March 13, 2024. The public comments received are included in the Planning Commission minutes (attached).

5. Density. The maximum number of units, allowed in a clustered development shall be equal to the number of units that can be developed in the current zone, plus any applicable bonuses as set forth in this chapter.

Bonus Density is outlined in Exhibit "C-2" of the Master Development Agreement.

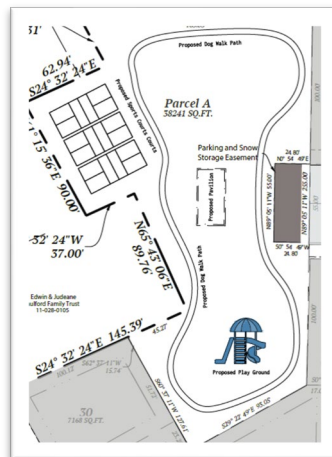
6. Lot area, lot width, setbacks and lot coverage regulations shall be determined by approval of the development plan. The minimum distance between any part(s) of the main buildings shall be ten (10) feet, and the minimum side yard for any single lot shall not be less than ten (10) feet.

The Master Development Plan outlines the developable area of each lot, meeting the minimum distance requirements. [Interior of dashed lines shows developable area.]



7. Open space. Every cluster development shall provide open space within the development. No streets, sidewalks, common space, or parking areas will be included as part of the required open space.
 - a. The open space may be:
 - iii. Incorporated into recreation areas as agreed by the city.

The Master Development Plan includes 38,241 sq. ft. of open space which includes: Sports courts, walking track, pavilion, and playground.



- b. Preservation of the open space area shall be ensured by a perpetual conservation easement deeded to an appropriate entity designated by the city.
- iii. Ownership of the open space may be by:
 - a. A homeowners' association.
- c. Notwithstanding other provisions of this section, all common space shall be landscaped by the developer and maintained from the onset through a law fully organized and fully functional homeowners" association or by the home owner for the duration of the development.

Open space in the development will be managed by the Homeowners Association.

- 8. General design. The general design of public improvements shall comply with the city's public works standards except where such exceed the quality set forth in the standards or as mutually agreed by the parties in a development agreement approved by the city in order to enhance the development.
 - a. Theme. A common building theme shall be required and approved by the planning commission for each clustered development. The design shall provide unification of exterior architectural style, color, and size of each unit, however, with an appropriate housing mix.

Design and Site Standards and Renderings are outlined in Exhibit "G" of the Master Development Agreement. Includes ten (10) single family housing type options. [Examples below]

Alpine



Lupine



- b. Covenants. The applicant shall provide for covenants, conditions, and restrictions relating to the clustered development as approved by the city. Development includes Covenants, Conditions, and Restrictions (CC&R's) outlined in Exhibit "I".
- c. Site development. Lot layout, setbacks, and site development in a clustered development shall be consistent with the zone closest to the overall average lot size. For example, if the average lot size in the clustered development is 15,000 square feet, then the site development standards of the RE-15 zone (or its successor) apply.

NOTE: General Regulations #6 states: *Lot area, lot width, setbacks and lot coverage regulations shall be determined by approval of the development plan.*

Because the development lot size is less than the minimum lot requirements in Harrisville Municipal Code for residential lot standards for R-1-10, staff requested a legal opinion from the

City Attorney who determined when the municipal code conflicts with itself, the finding is in favor of the applicant. The applicant is requesting the proposed increased density.

9. Service capabilities. The proposed development shall not exceed the service capabilities of the city or an affected entity, nor shall such be detrimental to the health, safety, or general welfare of persons residing in the vicinity. In the event that service capabilities of the city or any affected entity are exceeded, this will constitute grounds for disapproval. It is presumed that service capabilities are exceeded if the city engineer or an affected entity provides a letter indicating the service capabilities exceeded. Service providers include, but are not limited to the following: North View Fire Department, Bona Vista Water District, Rocky Mountain Power, Questar Gas, Qwest, Pine View Water or secondary irrigation water, U.S. Postal Service, Comcast, city storm water control, Army Corp of Engineers.

Utility service availability letters have been received from the following providers: Bona Vista Water Improvement District, Dominion Energy, Rocky Mountain Power. Harrisville City provides services for storm water, sewer, and secondary irrigation water.

10. Security and guarantee. The developer is required to follow the escrow and guarantee period requirements set forth in the Subdivision Ordinance and elsewhere in the municipal code for any development in conjunction this chapter.

Subdivider's escrow will be required in accordance with HCMC §12.02.09 of the Subdivision Ordinance.

C. Recommendation.

Based on the review of the Project Management Committee and analysis of the application's compliance with Harrisville Municipal Code for a Clustered Development Plan, and Harrisville Planning Commission recommendation for adoption, staff recommends approval of this ordinance subject to compliance with Title 12 of the Harrisville Municipal Code and any other staff or agency comments.

**HARRISVILLE CITY
ORDINANCE 551**

CLUSTERED DEVELOPMENT PLAN

AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING A CLUSTERED DEVELOPMENT PLAN FOR PROPERTY LOCATED AT APPROXIMATELY 265 LARSEN LANE BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City (hereinafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

WHEREAS, the City has received an application for a Clustered Development Plan for property located at approximately 265 Larsen Lane, identified as Weber County Parcel Numbers 11-027-0104, 11-027-0118, 11-027-0023, 11-027-0022, 11-027-0004, 11-027-0061 and 11-027-0024, filed by the putative property owner, _____;

WHEREAS, the attached Exhibits “A” through “ ” contain the required Plan Maps and Clustered Development Plan for the area proposed;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on March 13th, 2024, to take public comment on this proposed ordinance and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, to act upon this Ordinance;

NOW, THEREFORE, be it Ordained by the City Council of Harrisville City, Utah as follows:

Section 1: Plan Map and Clustered Development Plan. The Plan Map and Master Development Plan attached wherein as Exhibits “A” through “ ” which are hereby adopted and incorporated herein by this reference are adopted as the required Plan Maps and Master Development Plan. Any development must substantially conform to this Plan Map and Clustered Development Plan.

Section 2: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from the remainder which remainder shall continue in full force and effect.

Section 3: Effective Date. This Ordinance takes effect immediately after approval and posting.

PASSED AND APPROVED by the City Council on this ____ day of _____, 2024

MICHELLE TAIT, Mayor

ATTEST:

JACK FOGAL, City Recorder

RECORDED this ____ day of _____, 2024.

PUBLISHED OR POSTED this ____ day of _____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of UCA §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that the foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North, and 3) Harrisville Cabin on the above reference dates.

City Recorder

DATE: _____



Harrisville City Planning Commission Minutes

Harrisville City Offices

Wednesday, March 13, 2024

Commissioners:	Nathan Averill	Staff: Jennie Knight (City Administrator)
	Chad Holbrook	Cynthia Benson (Deputy Recorder)
	Bill Smith	Justin Shinsel (Public Works Director)
	Brad Elmer	Matt Robertson (City Engineer)
	Jordan Read	Brandon Green (City Planner)

Visitors: Glade McCombs, William Kirby, Kim Kirby, Abram Hill, Don Furlong, Arnold Tait, Michelle Tait, Nancy Field, Shannon Rich, Tawna Field, Madalyn Haas, Joshua Haas, Jim Bradshaw, Becky Zimbo, Katherine Berrett, Jeanne Godfrey, Jen Fischer.

1. CALL TO ORDER

Chair Averill welcomed all in attendance and excused Commissioner Elmer.

2. CONSENT APPROVAL – of Planning Commission minutes from January 10, 2024.

MOTION: Commissioner Holbrook motioned to approve Planning Commission minutes from January 10, 2024. Commissioner Smith seconded the motion.

3. PUBLIC HEARING – the Harrisville City Planning Commission will hold a public hearing to take comments for and/or against Harrisville Ordinance 551; a Clustered Development Plan for property located at approximately 265 Larsen Lane – Glade McCombs

Chair Averill reviewed the rules of a public hearing then asked Jennie Knight, City Administrator, to give an introduction of Ordinance 551; a cluster development plan. Ms. Knight began with the history of the project as outlined in the staff memo dated March 5, 2024. The city received an application on November 17, 2023, to consider a proposed mixed-use development located at approximately 265 Larsen Lane. This was reviewed by the Planning Commission, after a public hearing at the January 10, 2024, meeting, this received a negative recommendation. The developer requested the application be considered for a Clustered Development Plan under Title 11, Chapter 16 of the Harrisville Municipal Code. At this time, we are here to take comments for and against that request.

MOTION: Commissioner Read motioned to open the public hearing. Commissioner Holbrook seconded the motion.

Nathan Averill	Yes
Chad Holbrook	Yes
Bill Smith	Yes
Jordan Read	Yes

All voted in the affirmative.

Madalyn Haas highlighted comments given to the commissioners by her father, Greg Montgomery. She and the family are concerned about the ditch and their water rights. The ditch currently runs in the middle of lots 6 and 11. She wants to make sure the water is still able to get to their property with clean outs. Ms. Haas referred to page 3 of Montgomery's notes where he points out the drain which leads through their backyard. When they built, they had to install pipe to address these issues. She is concerned about pooling water. She wants to make sure their rights are tended to. Her recommendation would be to table the item until they see a better revision of the plans.

Shannon Rich would like to see better plans with more detail to make sure they will be taken care of. She doesn't have sprinklers. When they flood irrigate the water goes right up to the houses. She reiterated again she wants to make certain they are taken care. They are not happy with the plan, but they understand there is development happening everywhere. She is worried there are no head gates on the plans for them to gain access to their water.

Tawna Field began by explaining her house backs the proposed development and feels she is the one impacted the most. She clarified she agreed with Mr. Montgomery's interpretation there will be 31 lots altogether not the 30 shown. She is concerned with the hammerhead road that dead ends on the property line. She would like to know what will happen with this dead end and what will it look like. Her preference is no development since the development to the west did not keep their promises. But if development is going in, she prefers a road behind their home, rather than a backyard neighbor looking into her kitchen window from their kitchen window. And if not a road, at least a side yard rather than a backyard. She wants the city to place some kind of screening for privacy. She stated she would rather have the detention basin than a home to ensure her privacy. Ms. Fields would like to know how the city plans to address their water rights to the ditch. She feels there needs to be some changes to the current plan before approval.

Joshua Haas stated the item he would like to address is the proposed inlet road from Larsen Lane. He is wondering how the developer is going to accommodate a house on the smaller lot size. He would like to see the plan outlined a bit more. He had a lot of fill dirt brought in just to drive straight into his property without sloping. The other property will need to manage the elevation with a possible retention wall of some kind. He would like to see how the elevation difference between his property and this proposed smaller corner lot will be handled. His number one concern is the water shares for watering his lawn. He is not seeing this on the plans at all.

MOTION: Commissioner Read motioned to close the public hearing. Commissioner Holbrook seconded the motion.

Nathan Averill	Yes
Chad Holbrook	Yes
Bill Smith	Yes
Jordan Read	Yes

All voted in the affirmative.

- 4. DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance #551; an ordinance adopting a Clustered Development Plan for property located at approximately 265 Larsen Lane based upon an application filed with the city. – Glade McCombs

Ms. Knight introduced Brandon Green, contracted city planner, and Justin Shinsel, Public Works Director, to answer questions the commissioners may have about the proposed cluster development plans.

Mr. Green introduced himself to the commissioners and began by stressing the ditch and water concerns mentioned will not be ignored as the project moves forward. At the moment, the commission is here to review the cluster development plan layout. The city will work with the developer and the ditch owners to provide the water rights. The development is not to the point where engineered drawings are required. The city understands there are items which will need to be taken into consideration for the safety of the residents. As far as the lot sizes go, the development is providing the option for smaller lots for necessity. The city feels very comfortable about the proposed plan and positively recommends the project.

Chair Averill asked about the realignment of the ditch for access and maintenance. Mr. Shinsel answered by saying the city is working with the developer to place the alignment in the rights-of-way which is required by state law for maintenance. Its appearance will be similar to what was completed in another subdivision. The ditch would need to be realigned, buried, or piped prior to the watering season, April 15 to Sept 1. The developer is aware he will need to manage this during his construction process. The developer will need to complete a full set of engineered drawings to be approved for any ditch realignment. When the city reaches that point in the development process, they will meet with the ditch users and/or master and Western Irrigation to meet the demands of the users and receive the necessary approvals. The sizing of the ditch is based off the size of the head gate at the canal access. This property does have water rights as well.

Chair Averill asked the process for approval. Ms. Knight reviewed the process responding with this development being in a preliminary phase. The concerns tonight will be brought up and discussed during the subdivision process.

Glade McCombs, developer, echoed what was said and restated the proposed is a conceptual surveyed plan. None of the engineering has been completed. He is taking into account the concerns. The ditches will be buried which go across the property. They will be phasing this into two different phases. The first phase is the main road with the hammerhead. The reason for phasing is to consider the ditches which run on the property. He intent of the meeting tonight is to approve the MDA and the conceptual plan.

Chair Averill asked about the properties on Larsen Lane regarding access on these corner lots. Mr. McCombs said this is something which will be addressed during the engineering process. He mentioned Mr. Montgomery's comment about the seepage from Larsen Lane creating a water saturated area on the property. He went over there to check the seepage. He walked the ground prior to the meeting which was held after days of rain. He found no seepage or concerns mentioned by Montgomery's concerns. The developer is planning on obtaining a full GEOTech review on this area to make certain this is addressed.

Ms. Knight discovered a correction with the lot numbers in the MDA. The lot number of 40 is supposed to be 30 lots in section 2.2. This will be amended before being approved by the city council.

MOTION: Commissioner Holbrook motioned to forward a positive recommendation of Ordinance #551; an ordinance adopting a Clustered Development Plan for property located at approximately 265 Larsen Lane subject to the Staff Memo dated March 5, 2024, and any other staff or agency comments along with updating the MDA from 40 lots to 30 lots in section 2.2. Commissioner Read seconded the motion.

Nathan Averill	Yes
Chad Holbrook	Yes
Bill Smith	Yes
Jordan Read	Yes

All voted in the affirmative.

5. DISCUSSION/ACTION/RECOMMEND – to recommend approval of Ordinance #552: an ordinance amending the official zoning map for certain parcels located at approximately 125 West 1100 North based upon an application filed with the city. – Glade McCombs

Ms. Knight reviewed the background and summary from the staff memo. An application was received for a rezone of property located at approximately 125 West 1100 North from Residential “RE-15” to Mixed-Use Residential “MU-R”. A public hearing to receive public comments was held on March 8, 2023. The Mixed-Use Subcommittee met approximately five (5) times over the last year to negotiate the Master Development Agreement (MDA) with accompanying exhibits. The Mixed-Use/Infill Overlay Map does identify this area as a proposed MU-R use. Ms. Knight reviewed where the project is located along with the various roads on the proposed master plan map. Exhibit B4—Landscape and open space Plan—was shown as an example of what the developer proposes in their typical developments. All applicable fees have been paid to date. Exhibit B1—Master Development Plan—was reviewed for the commission depicting the location of the townhomes, single-family homes, and amenities. There are 40 units on this development with the acreage being 6.67 acres with 2.08 acres being open space. There is property designated in the FEMA floodplain and wetland area. This is addressed in the MDA. Exhibits F1 – F3—Elevation Plans—show the general concept for the townhomes, homes, and club house. They have the HOA documents and CCR’s within the MDA. Chair Averill, Councilmember Loveland, Councilmember Weiss have sat on the committee review of the MDA.

Chair Averill explained at the last committee discussion the committee reviewed the access to the pickle ball courts being public. Another point of interest was the access point for Greenwood Charter School to allow for a northern access point for their development. Mr. McCombs reiterated staff comments. He said they have completed the GEOTech study for the whole project. The phasing of the development would occur with the townhomes built first. Adjustments for the housing positions have been made. They have already contacted FEMA about the flood plain. He said one of the challenges they are working on is the ditches. There are two (2) along the width of the property. They are taking all those into account with the engineering plan. Most of the ditches will be buried. At some point there was a relocation of a stream on the property, this has been redirected without permits being pulled with the state. This will also be taken into account. Mr. McCombs brought up the parking lot was anticipated for public access. If this is not a public area, he is requesting the size be reduced.

MOTION: Commissioner Read to recommends forwarding a positive recommendation of Ordinance #552: an ordinance amending the official zoning map for certain parcels located at approximately 125 West 1100 North subject to compliance with the Staff Memo dated March 5, 2024, and any other staff or agency comments. Commissioner Smith seconded the motion.

Nathan Averill	Yes
Chad Holbrook	Yes
Bill Smith	Yes
Jordan Read	Yes

All voted in the affirmative.

6. PUBLIC COMMENTS – (3 minute maximum)

Madalyn Haas added the water mentioned in Mr. Montgomery’s comments is right behind the house where the ditch is. She asked if the pipe is buried will they have access to it for maintenance.

7. COMMISSION/STAFF FOLLOW-UP.

Ms. Knight said the legislative wrap up will be reported back after meeting with the UCMA.

Commissioner Holbrook asked about the progress of the Ben Lomond project. Ms. Knight stated the city has been informed the Ben Lomond project has changed ownership. The new owners are on a tight timeline to install the offsite sewer piping before the UDOT resurfacing of Highway 89.

8. ADJOURN.

MOTION: Commissioner Read motioned to adjourn the meeting. Commissioner Holbrook seconded.

Nathan Averill	Yes
Chad Holbrook	Yes
Bill Smith	Yes
Jordan Read	Yes

All voted in the affirmative.

The meeting adjourned at 7:53 pm.

Nathan Averill
Chair

Cynthia Benson
Deputy Recorder



Master Development Agreement

for

Oak Hollow Development

Clustered Development Sub-zone

Between

Harrisville City, Inc.

and

JLM Development Amber, LLC

on this 20th of February of 2024

**MASTER DEVELOPMENT AGREEMENT FOR
Oak Hollow**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of this
20th of February of 2024
by and between HARRISVILLE CITY and JLM Development Amber, LLC.

RECITALS

- A. The capitalized terms used in this MDA are defined in Section 1.2, below.
- B. Master Developer is under a contract to purchase and will own as of the Effective Date the Property and is developing the Project on the Property.
- C. Contemporaneously with the approval of this MDA the City has approved the Master Plan.
- D. Contemporaneously with the approval of this MDA the City has zoned the property Mixed-Use Residential.
- E. The City finds that this MDA and the Master Plan conform with the intent of the City's General Plan.
- F. The City has processed this MDA, the Zoning, and the Master Plan pursuant to the applicable provisions of Section 10-9a-501, *et seq.*, of the Act as a land use regulation including holding hearings on the MDA, the Zoning and the Master Plan before the Planning Commission and the City Council.
- G. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- H. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City, and its residents by, among other things requiring orderly development of the Property as a master planned development and

increasing property tax and other revenues to the community based on improvements to be constructed on the Property. In addition, the development will provide a much needed moderate income housing option for the members of the community, which is much needed in the present housing climate.

I. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J. The Parties understand and intend that this MDA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “T”, whether or not specifically referenced herein are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2020), *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Subdivision** means a community reinvestment area created by the City to use certain tax increment financing for City-related infrastructure.

1.2.5. **Buildout** means the completion of all the development on the entire Subdivision project in accordance with the approved plans.

1.2.6. **City** means Harrisville City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as engineering, planning, traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date the City approves this MDA, including the Zoning, a digital copy of which on CD is attached as **Exhibit "T"**.

1.2.10. **Commercial Site Plan** means an application for Intended Uses other than those for purely Residential Dwelling Units.

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denial** means a formal denial issued by the final administrative decision-making body of the City for a Development Application but does not include review comments or "redlines" by City staff.

1.2.14. **Design and Site Standards** means those standards for the design, look,

and feel of the Project more fully specified in Exhibit “G”.

1.2.15. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.16. **Development Area** means one of the areas that are a part of the Project as conceptually illustrated in the Master Plan.

1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Development Report** means a report containing the information specified in Sections 2.6.9 – 2.6.11.

1.2.19. **Effective Date** means the date that this MDA becomes effective as specified in Section 27, below.

1.2.20. **Excluded Development Area** means that portion of the Property illustrated on the Master Plan, Exhibit “B”, which is subject to the special provisions of Section 2.4 below.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with the Act or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.22. **Four Mile SSD** means a special service district to be created by the City to provide approved public services to the Project, including secondary water (pressurized irrigation), if Developer is unable to arrange for such water through Pineview Water District.

1.2.23. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails, and other uses as more fully specified in Exhibit “B-2”.

1.2.24. **Master Developer** means JLM Development Amber, LLC.

1.2.25. **Master Plan** means the conceptual layout for Commercial Development, Residential Dwelling Units, Open Space, and Public Infrastructure for the Project.

1.2.26. **Maximum Residential Units** means the maximum number of Residential Dwelling Units that may be developed on the Property, as detailed in Section 2.2 below, consistent with the Property zoning and as generally depicted in the Master Plan.

1.2.27. **MDA** means this Master Development Agreement including all the Exhibits.

1.2.28. **Multi-Family Site Plan** means a site plan for a multi-family Development where no Subdivision is required.

1.2.29. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.30. **Open Space** shall have the meaning specified in Section 11.01.060 of the City's Municipal Code.

1.2.31. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.32. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.33. **Planning Commission** means the City's Planning Commission.

1.2.34. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all the other aspects approved as part of this MDA.

1.2.35. **Property** means the real property owned by and to be developed by

Master Developer more fully described in Exhibit “A”.

1.2.36. **PTOS Plan** means the plan for developing, managing, preserving, and improving the neighborhood parks, trails, and open space in the Project as more fully specified in Exhibit “B-2”.

1.2.37. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other governmental entity as a condition of the approval of a Development Application including, but not limited to, public streets, culinary water utility lines, secondary water utility lines, sanitary sewer lines and storm water facilities.

1.2.38. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence, an attached residence, including a condominium and town house, as illustrated on the Master Plan.

1.2.39. **Standards Deviations** means those deviations from existing City development, design, engineering, and other standards, including but not limited to those standards that are included in the City’s Vested Laws, which are specified in the following documents and which are subject to the provisions of Sections 2.1 and 5.1, below.

1.2.40. **Sub-developer** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Development Area for development.

1.2.41. **Subdivision** means the division of any portion of the Project into developable lots pursuant to the Act and/or the Zoning Ordinance.

1.2.42. **Subdivision Application** means the application to create a Subdivision.

1.2.43. **Zoning** means the Mixed-Use Residential zoning for the Property adopted by the City on contemporaneously with the approval of this MDA.

1.2.44. **Zoning Ordinance** means the City’s Land Use and Development

Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. Development of the Project.

2.1. Compliance with the Master Plan, Design Standards, and this MDA.

Development of the Project shall be in accordance with the City's Vested Laws (except as specified in the following documents), the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, the Design Standards, and this MDA. If there is any conflict between this MDA and the City's Vested Laws, then this MDA shall be controlling.

2.2. Maximum Residential Units/Intended Uses. At Buildout of the Project,

Master Developer shall be entitled to have developed the Maximum Residential Units of 40.

2.3. Limitation and No Guarantee. Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws, the Master Plan, the Design Standards, and this MDA. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.4. Excluded Development Area. There is currently a minor flood plain located along the frontage of the property, on 1100 North. This flood plain is being mitigated through appropriate permits and engineering and will include a LOMAR permit, as required by FEMA and the City of Harrisville. It is Parties' intent, and current agreement, as and when those issues are resolved, to pursue and allow development in the Excluded Development Area as illustrated in the Master Plans, and under the terms of this MDA, to the Maximum Residential Units identified in Section 2.2 above, subject to such amendments of this MDA as may reasonably be required.

2.5. Design Standards for Development Units.

The Parties acknowledge that the precise design standards for the single family homes, pickleball courts and related parking areas, as shown on the Master Plan are not yet completed. The Design and Site Standards, Exhibit “G”, includes some renderings and other details and design concepts. The Parties shall work cooperatively to amend this MDA within a period consistent with the sequencing outlined in Section 2.6.6, to include detailed and reasonable design standards for these building and uses to work toward final building exterior designs.

2.6. Sequencing and Relationship of Residential and Commercial Uses.

2.6.1. General Statement. The Parties acknowledge that, separate from and related to the City’s interest in the development of Residential Uses within the Development, the City has an interest in the development of areas designated on the Master Plan to include Single Family Residences configured as Patio Homes and 2-Story Homes, and recognizing that such development is subject to market/economic forces beyond the control of Master Developer, desires certain assurances that Master Developer is and will remain committed to develop the full development, including the amenities, in a timely manner. To that specific end, the Parties agree to the following sequencing plan and related mutual goals:

2.6.2. Prompt Platting/Approval. Master Developer will use its best commercially reasonable efforts actively and promptly to pursue the platting and approval of all residential subdivisions within the Development, including the layout of roads and general infrastructure within those subdivisions, with the goal of satisfying all requirements for approvals, of each intended phase (per the attached phasing plan as outlined in Exhibit F-2), within a period of not more than 120 days from the Effective Date of this Agreement. For its part, the City will actively and promptly engage in all reasonable and required review and analysis of Master Developer’s subdivision applications with the goal of providing required approvals within the stated target period.

2.6.3. Timely Application Review. The Parties acknowledge that an accelerated sequencing of sub-development to the Parties mutual benefit, including the City's proper and timely review, analysis and consideration of Master Developer's anticipated and separate residential subdivisions within the period stated in subsection 2.6.2, will likely require the supplementation of currently-limited City resources, including overtime expenses or the potential outsourcing to third-party engineers and consultants to assist in said reviews and analysis, as provided in Section 7.1 below. In consideration of, and to offset the additional expenses likely to be incurred by the City in those efforts, the Master Developer will pay any additional fees as required by the accelerated request. Additional fees will be agreed upon ahead of time between Developer and the City.

2.6.4. Infrastructure Development. Upon approval of the subdivision by all governmental entities necessary to the approval process, and subject at all times to the requirements and reservations outlined in Subsection 2.6.7 below, Master Developer will promptly and actively, as commercially reasonable, pursue the development and installation of all infrastructure for the entire Development, beginning with the excavation and development of roadways and, conditional upon approval by the applicable utility, continuing with the installation of electric, sewer, water (including secondary water) and cable or fiber lines. Assuming necessary approvals from the City and all utilities by May 31, 2024, Master Developer projects, without guarantee, completion of residential infrastructure within twelve (12) months of approval, with appropriate and reasonable adjustments to that timeframe for any delays in approvals.

2.6.5. Single Family Buildings Design. Separately, Master Developer and the City, through its Planning Commission, will actively and in good faith engage in such charrettes as may be necessary to finalize acceptable architectural

designs and drawings for the single family homes, and other common area features, to be constructed in locations generally consistent with the conceptual site plan designs presented by Master Developer within the area of the Master Plan designated for those units. Assuming necessary approvals from the City by May 31, 2024, Master Developer projects, without guarantee, completion of designs and drawings for all buildings and related amenities within twelve (12) months of the effective date of this agreement, with appropriate and reasonable adjustments to that timeframe for any delays in approvals.

2.6.6. Building Sequencing. Master Developer shall commence development and construction of the buildings as follows:

2.6.6.1. Phase 1: Construction of Units 1-13 and Units 26-30, including 18 single family homes, completed with reception of certificates of occupancy. All required roads and infrastructure will be completed as required for safe access to all Units and any other required public safety improvements as required by the Fire Department..

2.6.6.2. Phase 2: Construction of Units 14-25, including 12 Patio Homes completed with reception of certificates of occupancy, the pickleball courts, the pavilion and other common areas. All roads and utility improvements will be completed for the entire subdivision as required to complete Phase 2 developments.

2.6.6.3. Development Area Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar items regarding the development of a particular Development Area, may not be known at the time of the creation of or sale of a Development Area. Master Developer may obtain approval of a division or partition of the Property as is provided in Section 10-9a-103(65)(c)(v) of the Act that does not create any individually developable lots in the Development Area without being subject to any requirement in the City's Vested Laws to

complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Development Area shall be that of the Master Developer or a Sub-developer upon a subsequent re-Subdivision of the Development Area that creates individually developable lots or upon the approval of a Commercial Site Plan or Multi-family Site Plan. However, construction of improvements shall not be allowed until the Master Developer or Sub-developer complies with the City's Vested Laws.

2.6.7. Transfers of Residential Dwelling Units and Other Intended Uses.

The Master Plan provides that Residential Dwelling Units and Other Intended Uses may be transferred between or among Development Areas by Master Developer subject to certain limited and specified parameters as a matter of right without any approvals being required by the City (unless applicable to the subdivision purposed).

2.6.8. Accounting for Residential Dwelling Units and Other Intended

Uses for Development Areas developed by Master Developer. At the recordation of a Final Plat for any Development Application for areas to be developed by Master Developer, Master Developer shall provide the City a Development Report showing any Residential Dwelling Units or other Intended Uses used with the Development Application and the number of Residential Dwelling Units and other Intended Uses remaining with Master Developer for the remaining Project. The Development Report shall also account for any required Open Space.

2.6.9. Accounting for Residential Dwelling Units and Other Intended

Uses for Development Areas Sold to Sub-developers. Any Development Area sold by Master Developer to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other use sold with the Development Area. At the recordation of a Final Plat or other document of conveyance for any Development Area sold to a Sub-developer, Master Developer

shall provide the City a Development Report showing the ownership of the Development Area(s) sold, the portion of the Maximum Residential Units and/or other type of Intended Use transferred with the Development Area(s), the amount of the Maximum Residential Units and other Intended Uses remaining with Master Developer and any material effects of the sale on the Master Plan.

2.6.10. Return of Unused Residential Dwelling Units or Other Intended Uses. If any portion of the Maximum Residential Units or other Intended Uses transferred to a Sub-developer are unused by the Sub-developer at the time the Development Areas transferred with such Density receives approval for a Development Application for the final portion of such transferred Development Areas, the unused portion of the transferred Maximum Residential Units or other Intended Uses shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Section 10-9a-509 of the Act.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are

generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, flood plain or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, the International Residential Code or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Regulations of other service providers. Any changes in laws, rules or regulations of any other entity that provides services to the Project.

3.2.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code Ann. § 11-36a-101 (2020), *et seq.*;

3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards, provided that such changes do not work to reduce the

Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs or net financial results of any Development Area; or

3.2.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement** This MDA shall expire on December 31, 2031. If Master Developer has not been declared to be currently in Default as of December 31, 2031 (and if any such Default is not being cured), then this MDA shall be automatically extended until December 31, 2036. This MDA shall also terminate automatically at Buildout.

5. **Public Infrastructure.**

5.1. Construction by Master Developer. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The Public Infrastructure shall be designed and constructed in Compliance with all applicable standards in the City's Vested Laws (except for those exceptions specified in the Master Development Agreement) and, also, with any other Federal, State, or County laws, rules, or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

5.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

6. **Parks, Trails and Open Space.** Master Developer shall be responsible for creating, dedicating, and improving the parks, trails and open space in the Project as specified in the PTOS Plan.

7. **Processing of Development Applications.**

7.1. **Processing of Development Applications.** Within ten (10) business days after receipt of a Development Application and upon the request of Applicant, the City and Applicant will confer in good faith concerning the projected timeline for processing the application and to determine the scope of any supplementation or outsourcing that may be necessary to meet the desired schedule. If the City determines that outsourcing is necessary and appropriate to the timely processing of any Development Application as agreed between the Parties, then the City shall promptly estimate the reasonably anticipated differential cost of outsourcing in the manner selected by the Master Developer or Sub-developer in good faith consultation with the City. This may include either an agreement to pay overtime to the City employees or the hiring of a City Consultant acceptable to the Parties and selected in the manner consistent with that provided in Section 7.3 below for expert consultants. If the Master Developer notifies the City that it desires to proceed with the outsourcing based on the City's reasonable estimate of costs, the Master Developer shall deposit the estimated funds as required for the completion of Phase One, as detailed in Section 2.6.3 in advance with the City and any costs will be charged against the deposit. Any additional costs, above the City's estimate, will be paid for by the Master Developer. Similarly, if a Sub-developer notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Sub-developer shall deposit in advance with the City the estimated differential cost. In either case, with deposits secured, the City shall promptly proceed with having the work Outsourced in a manner agreed. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master

Developer or Sub-developer) for the actual differential cost of Outsourcing, Master Developer or the Sub-developer shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. If at any time the Applicant becomes delinquent in the payment of any Outsourcing fees, the City may postpone all work until the Applicant is paid current with the City for all outstanding fees related to the Development Application.

7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified, or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, site infrastructure, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such

review may be a factor in selecting the City Consultant. The actual and reasonable costs of a City Consultant shall be the responsibility of Applicant. The work of the City Consultant shall be completed in a commercially reasonable time.

7.4. Processing of Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans. Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans shall be processed by the “Land Use Authority”, pursuant to the standards and processes of Chapter 11.22, subject to Standards Deviations, and shall be approved if they are in compliance with the Master Plan.

7.5. City Denial of a Development Application. If the City issues a Denial of a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

7.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within ten (10) business days after any Denial to resolve the issues specified in the Denial of a Development Application.

7.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City’s denial of a Development Application is based on the denial of the Development Application by a non-City agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

7.8. Mediation of Development Application Denials.

7.8.1. Issues Subject to Mediation. Issues resulting from the City’s Denial of a Development Application for reasons other than denials from non-City agencies and that the parties are not able to resolve by “Meet and Confer” shall be mediated and include, but

are not necessarily limited to, the following:

7.8.1.1. the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

7.8.1.2. right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

7.8.1.3. interpretations, minor technical edits, or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards,

7.8.1.4. Justifications for, selection of and costs of Outsourcing under Sections 7.1 and 7.4;

7.8.1.5. the scope, conditions and amounts of any required development or infrastructure bond or related security and any impact fees; and

7.8.1.6. the issuance of subdivision applications and related review of project-wide systems designs.

7.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall, within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate.

The mediator's opinion shall not be binding on the parties.

7.9. Arbitration of Development Application Objections.

7.9.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

8. Application Under City's Future Laws. Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

9. Default.

9.1. Notice. If Master Developer or a Sub-developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other

Party. If the City believes that the Default has been committed by a Sub-developer, then the City shall also provide a courtesy copy of the Notice to Master Developer.

9.2. Contents of the Notice of Default. The Notice of Default shall:

9.2.1. Specific Claim. Specify the claimed event of Default;

9.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

9.2.3. Materiality. Identify why the Default is claimed to be material;
and

9.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

9.3. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.6 and 7.8. If the claimed Default is subject to Arbitration as provided in Section 7.9, then the parties shall follow such processes.

9.4. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration, then the parties may have the following remedies:

9.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the Default.

9.4.3. Future Approvals. The right to withhold all further reviews,

approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Sub-developer, development of those Development Areas owned by the Sub-developer until the Default has been cured or a bond has been posted to secure satisfaction of the default. Building permits or Certificates of Occupancy may not be withheld from any Development Area sold to a Sub-developer based on any Default of the Master Developer unless that Default of the Master Developer is such that the Public Infrastructure required to service a Development Area owned by a Sub-Developer is not available to service the Development Area. Nor shall any Default by a Sub-developer permit the withholding of any Development Applications for Master Developer or any other Sub-developer that is not in Default.

9.5. Public Meeting. Before any remedy in Section 9.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.6. Emergency Defaults. Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 9.5. The City shall give Notice to Master Developer and/or any applicable Sub-developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.7. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party pursuing a cure with reasonable diligence.

9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Sub-developer shall be that of specific performance.

10. Notices. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

**JLM Development Amber, LLC
James Bradshaw
2097 E Cedar Fort Drive
Eagle Mountain, UT 84005**

With a Copy to:

**Glade McCombs
6169 E Hummingbird Pt
Huntsville, UT 84317**

To the City:

{Fill in City Contacts}

With a Copy to:

{Fill in City Attorney Contacts}

11. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service,

or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Secondary Water/Consent to Four Mile SSD.** If required, Master Developer shall be responsible to furnish sufficient water rights to support secondary water service sufficient to satisfy requirements for the Project. If such service is not available from or through Pineview Water District, Master Developer agrees to coordinate such service from the Four Mile SSD, previously formed to provide authorized services to areas of the City including the Project, including any Project-specific services for which the Oak Hollow development is required, but may be unable, to provide under applicable CC&Rs.
13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.
14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Master Developer.

Further, the parties do not intend this MDA to create any third-party beneficiary rights.

The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

14.1. **Hold Harmless.** Master Developer hereby covenants to indemnify, defend, and hold the City harmless from any claims made by any third parties regarding the City’s entry into this MDA and the City’s performance of any of its obligation under this MDA.

14.2. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent may not unreasonably be withheld.

14.3. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Development Areas to builders, users, or Sub-developers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.4. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this

sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.5. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.6. **Time for Objection.** Unless the City objects in writing within fifteen (15) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.7. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.8. **Denial.** The City may only withhold its consent to an assignment of Master Developer's rights hereunder if the City is not reasonably satisfied of the proposed assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to "Meet and Confer" and "Mediation" processes specified in Sections 7.6 and 7.8.1. If the denial arises in the context of any dispute that is subject to Arbitration, then the Parties shall follow such processes.

14.9. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the

effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. **Binding Effect.** If Master Developer sells or conveys Development Areas of lands to Sub-developers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Development Area and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, governmental delays or restrictions resulting from COVID-19 or other declared pandemic, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or

responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Planner as the Administrator of the MDA as defined in Section 1.2.2. The initial representative for Master Developer shall be Lane Monson or Glade McCombes. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Estoppel Certificate.** Upon ten (10) calendar days' prior written request by Master Developer or a Sub-developer, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Sub-developer, as the case may be, at that time is not in default of the terms of this Agreement.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any portion of this MDA.

24. **Effective Date.** This MDA shall become effective upon Master Developer giving Notice to the City that Master Developer or its Assigns has (have) acquired the Property. Barring a written agreement between the Parties otherwise, if Master Developer has not given the City such Notice on or before {fill in date} , then this MDA shall become null, void and of no effect.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the

chain of title for the Project after the Effective Date. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "T", shall not be recorded in the chain of title. A secure copy of Exhibit "T" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. _____ adopted by the City on _____, 2023.

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

* * * * * SIGNATURE PAGE FOLLOWS * * * * *

MASTER DEVELOPER
JLM Development Amber, LLC

CITY
Harrisville City

By: James Bradshaw
Its: Manager
Date: _____

By: Michelle Tait
Its: City Mayor
Date: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On the ____ day of _____, 2023 personally appeared before me _____ who being by me duly sworn, did say that she is the City Mayor of Harrisville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____
Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF WEBER)

On the ____ day of _____, 2021, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of JLM Development Amber, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibits:¹

A	Legal Description of Property
B	Master Plan Packet
B-1	Master Plan
B-2	Overall Land Use
<i>B-3</i>	<i>Roadway Plan</i>
B-4	Landscape Plan
C	Cluster Development Sub Zone Land Use Regulations
D	Transportation Plan and ROW Standards - To Be Completed before application
D-1	Narrative
D-2	Site Plan
D-3	Trip Distribution Volumes
D-4	Conclusion
<i>D-5</i>	<i>Roadway Plan</i>
D- 6	City Future Transportation Plan
E	Phasing Plan
F-1	Narrative
F-2	Phasing Map
F	Design and Site Standards and Renderings
	Narrative
F-1	Residential Development and Design
	Standards - To be Completed
F-2	Preliminary Residential Renderings

¹ Duplicate copies of italicized Exhibits may be included as elements of separate categories of documents required under Harrisville Ord. # 11.11.030.

G	HOA Organizational Documents
H	HOA CC&Rs
I	Geotechnical Report (Printed Separately)
J	Phase I Environmental Study
K	Parks, Trails and Open Spaces (PTOS)
	K-1 Narrative Plan
	K-2 PTOS Plan
	K-3 Landscape Design Plan
L	Maximum Residential Units Table
M	Development Areas
N	Maintenance Plan

EXHIBIT A
Legal Description

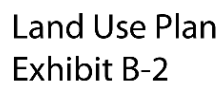
A parcel of ground being a part of the Northeast Quarter of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey being more particularly described as follows.

Beginning at a point on the South Right-of-Way Line of Larsen Lane, said point being retraced at station 13+85.20 according to the official Right-of-Way maps completed by Utah Department of Transportation in 2018, known, as project number F-LC57(26), said point also being measured 660.63 feet North 88°47'41" West along the Section Line and 163.36 feet South 1°09'38" West along the Center Line of Washington Boulevard to a Center Line monument found at the intersection of Washington Boulevard and 1100 North Street and 779.66 feet South 01°09'49" West along the Center Line of Washington Boulevard to the control line of said UDOT project and continuing along the control line 70.64 feet North 88°50'23" West to a point of curvature to the left having a radius of 135.00 feet and a central angle of 30°12'47" and Westerly along said arc a distance of 71.19 feet note (Chord equals South 76°03'13" West 70.37 feet) and 579.11 feet South 60°56'50" West and 368.00 feet South 62°37'11" West and 242.42 feet South 60°37'11" West and leaving the control line 40.00 feet South 29°22'49" East from the Northeast Corner of said Section 8 (Basis of bearing being North 1°09'38" West along the Center Line Washington boulevard between found monument within the intersections of 1100 North and Lockwood Drive) and running thence along the South Right-of-Way of Washington Boulevard North 60°37'11" East 241.72 feet to Station 16+28.32; thence continuing along said South Right-of-Way North 62°37'11" East 22.44 feet to station 16+50.76; thence South 24°32'24" East 145.39 feet to an old barb wire fence; thence along said fence North 65°43'06" East 89.76 feet; thence North 24°32'24" West 37.00 feet; thence North 61°15'36" East 90.00 feet; thence South 24°32'24" East 62.94 feet to the Southwest corner of land conveyed to Flying J Inc found at Entry No. 2171137; thence along said conveyance North 61°15'36" East 38.31 feet to a long standing barbed wire fence; thence South 00°54'49" West along said fence 524.61 feet to a point 2650.65 feet along the section line South 0°18'56" West and 1293.95 feet South 88°39'20" East and 623.81 feet North 1°11'50" East and 2.97 feet more or less North 88°48'10" West from the North Quarter Corner of Said Section 8; thence North 88°48'10" West 297.03 feet; thence South 01°11'50" West 600.00 feet; thence North 88°48'10" West 100.00 feet; thence North 01°11'50" East 260.00 feet; thence North 88°48'10" West 99.31 feet to a point at the extension of Jennings Subdivision 1st Amendment; thence North 01°19'30" East 147.50 feet along said subdivision and its extension; thence continuing along said subdivision North 01°06'19" East 635.08 feet to the Point of Beginning.

Containing 346,021.60 square feet or 7.9436 acres, more or less.

APN's: **110270023**
 110270104
 110270118
 110270061

Exhibit B
Master Plan Packet



OAK HOLLOW
Plant Your Roots Here



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

Staff Report

Ordinance 552; Summit View Zoning Map Amendment
with accompanying Master Development Agreement
April 3, 2024

To: Harrisville Mayor and City Council
From: Jennie Knight, City Administrator
RE: Ordinance 552; Summit View Zoning Map Amendment

A. Background and Summary.

On February 10, 2023, an application was received for a rezone of property located at approximately 125 West 1100 North from Residential "RE-15" to Mixed-Use Residential "MU-R", for Weber County Parcel Number 11-033-0087. A public hearing to receive public comments was held on March 8, 2023. The Mixed-Use Subcommittee met approximately five (5) times over the last year to negotiate the Master Development Agreement (MDA) with accompanying exhibits. Harrisville Planning Commission gave a positive recommendation to approve this ordinance at their March 13, 2024 meeting.

B. Analysis.

Title 11, Chapter 11 of the Harrisville City Municipal Code:

Any application for a Sub-zone shall include the following and such other materials as the City may require:

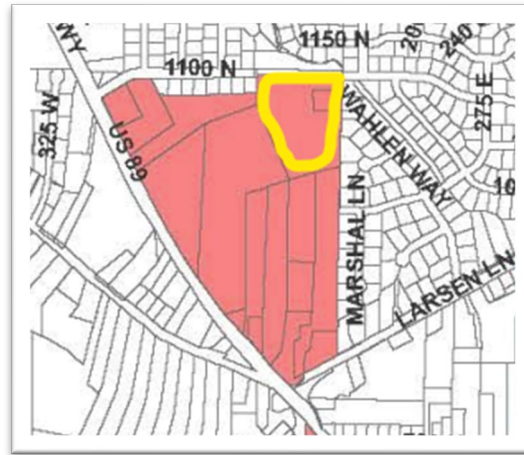
1. The proposed Sub-zone.

An application was received for Mixed-Use Residential Sub-zone on February 10, 2023.

Mixed-use Residential (MU-R) Sub-zone. This Sub-zone is designed for "Residential In-fill Planned Community" as designated in the City's General Plan.

- A. Eligibility Requirement. The MU-R Sub-zone only applies to development in areas designed for mixed-use or in-fill in the General Plan, and the proposed project shall include residential amenities that foster community, including but not limited to: clubhouse, recreation, pathways, personal services, café, and similar amenities as set forth in the Development Agreement.

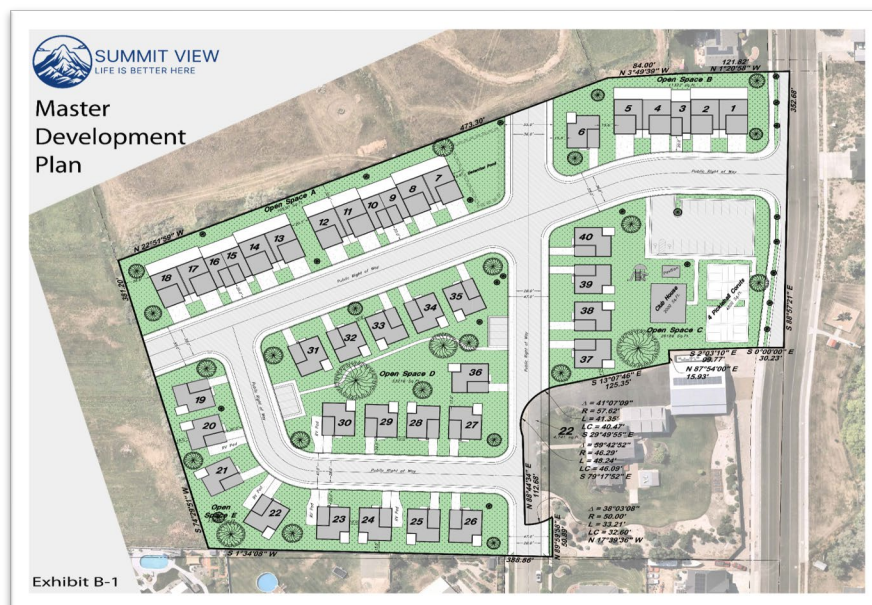
The proposed property for rezone is located within the Mixed-Use/In-Fill Overlay General Plan Map adopted in 2019. [See identified area on map below]



Mixed-Use Overlay General Plan Map

- B. Plan Map. A proposed plan map showing the area of the project, proposed lots, roadways, and proposed residential uses blended to adjoining areas, including adequate landscaping and open space, is required as part of the application.

The proposed Master Plan Map (Exhibit "B-1") identifies the project, proposed lot areas, roadways, and proposed residential uses and the surrounding areas. Landscaping and open space are identified on Exhibit "B-4".



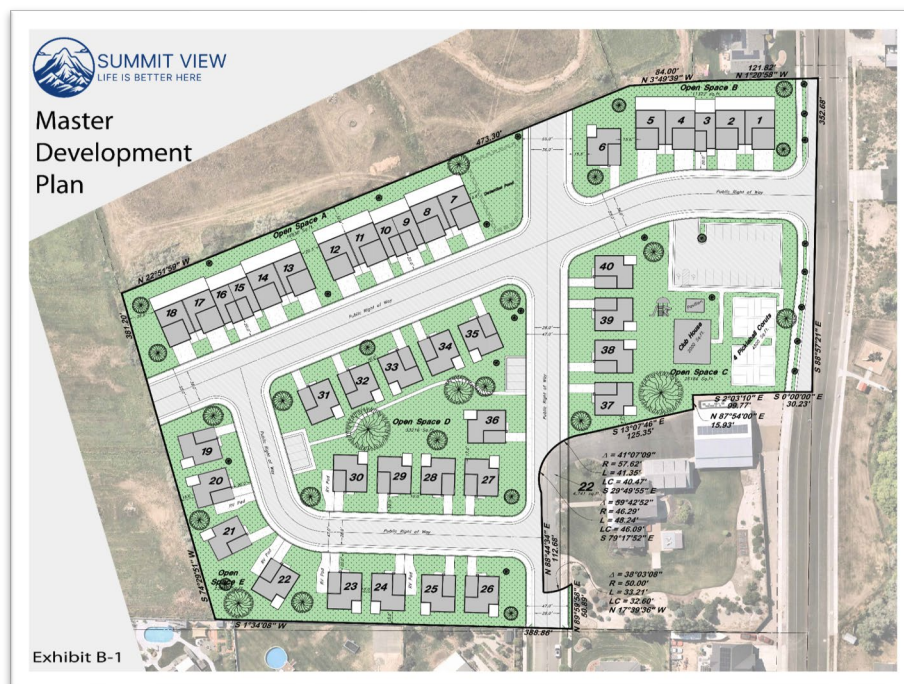
C. Master Development Plan. A proposed Master Development Plan must be prepared and submitted with the application. The Plan shall include a proposed map with detailed phasing plans, trails map, transportation plans and studies, sensitive lands map, geotechnical and wetlands reports, conservation plan, proposed land uses, proposed site standards, architectural renderings of commercial and residential buildings, landscaping designs, homeowners association, covenants (CC&Rs), historical resources and preservation, maintenance plans, and any other documents associated with the Plan.

Please see exhibits "B" through "O" the MDA.

D. Fee. A fee equal to the costs incurred by the City for the processing the application shall be paid by the applicant. This fee is related to this Chapter only and does not include other fees imposed by the City during the totality of the development process.

All applicable fees have been paid to date.

2. Complete plan map of the property proposed for the Sub-zone as provided in this Chapter and including topographical information at 2' contours or more detailed.



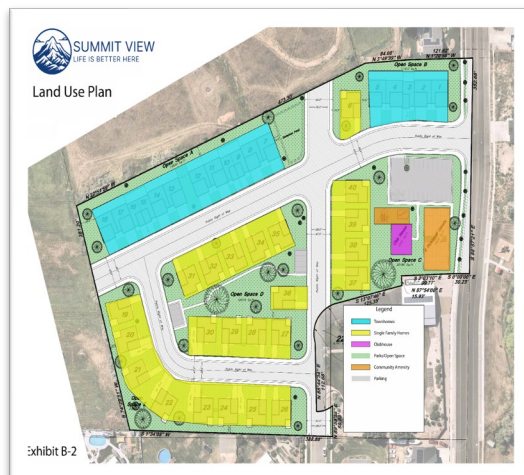
3. The proposed Sub-zone Ordinance specifying the permitted, conditional, and accessory uses as more fully detailed in the required Development Plan.

Uses include residential lots, clubhouse, and pickleball courts. [See map below]



Required Elements. The Development Agreement shall include:

1. A master development plan for the entire property of the project showing:
 1. The general areas of each intended use and the approximate intensity of each such use such as the approximate number of each type of residential or support use.



Project Notes

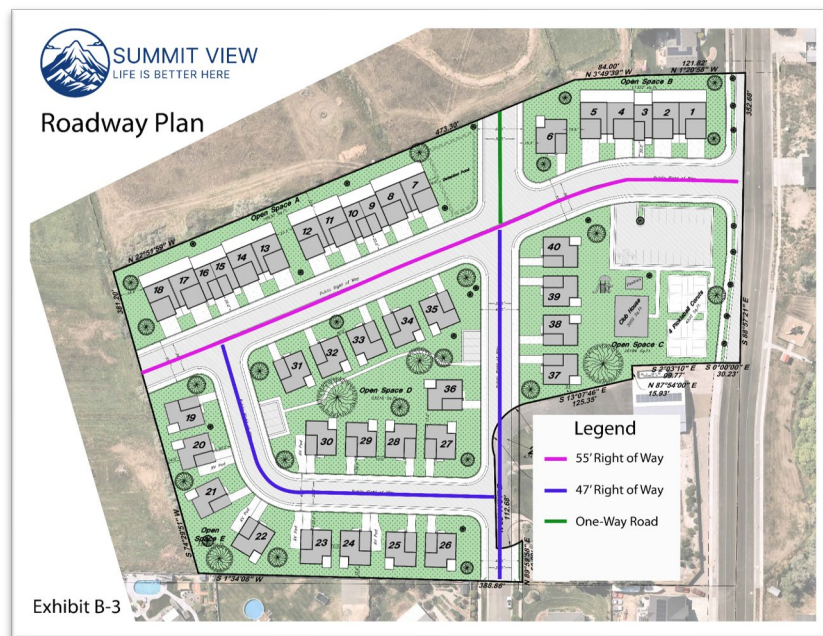
6.6715 Acres
 40 Total Units
 23 Patio Homes
 17 Townhome Units
 Density = 5.7 Units/Acre
 Open Space = 2.08 Acres

2. The general areas of each intended use and the approximate intensity of each use such as the approximate number of each type of commercial, office, or retail use;

Although the development does not have a commercial element, the club house will include office spaces for community use, which may allow for one-on-one client meetings, etc.

3. The approximate location of infrastructure such as roads, parking, storm water facilities, flood control, utilities, and other infrastructure.

Please see Exhibit "B-3" Roadway Plan of the MDA.



4. The general location size and type of support uses, open space, recreational amenities, pathways or trails, and related amenities.



Community Amenities:

- Clubhouse
- Pickleball Courts
- Trails

5. Designation of any present or proposed FEMA floodplain and wetland area.



The development includes a section of sensitive lands, outlined in the FEMA floodplain. The developer is working through the LOMR application process with FEMA. Any areas identified as FEMA floodplain will not be allowed to have dwellings units until appropriate mitigation measures have been completed.

2. Proposed development standards for the various types of residential, commercial, retail office, or other uses proposed including parking areas, dimensions and setbacks.
3. Proposed design standards addressing building height, massing and orientation, open space, natural resource protection, architectural design and materials, landscaping and buffering standards, parking, and signage.

Please see Exhibits "G-1" through "G-3" which include eight (8) single family options, townhomes, and clubhouse. Examples below:





4. Proposed plan for maintenance of the project including appropriate costs for the same to be incurred by an owner's association, that accounts for implementation costs and long-term maintenance projections.

Please see Exhibit "I" and "J" for Homeowner Association Organizational Documents and CC&R's.

5. Proposed plan for implementing, administering, enforcing the proposed project.

Please see section 2.6.5 Building Sequencing in the MDA.

6. A hold harmless provision ensuring that the City, and other public entities servicing the project, cannot be held liable for any damages arising out of the Development Agreement.

Please see section 14.1 Hold Harmless in the MDA.

7. Any other items that the City Engineer or City Attorney deems appropriate.

E. Recommendation.

Based on compliance with Harrisville Municipal Code Title 11, Chapter 11; Mixed-Use and In-Fill Development Regulations, Harrisville Planning Commission forwarded a positive recommendation to approve this ordinance subject to compliance with Title 12 of the Harrisville Municipal Code and any other staff or agency comments.

**HARRISVILLE CITY
ORDINANCE 552**

SUMMIT VIEW ZONING MAP AMENDMENT

AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE OFFICIAL ZONING MAP FOR CERTAIN PARCELS LOCATED AT APPROXIMATELY 125 WEST 1100 NORTH BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code Annotated §10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Utah Code Annotated Title 10 Chapter 9a enables municipalities to regulate land use and development;

WHEREAS, the City has adopted an Official General Plan and Zoning Map to governing land use within the City;

WHEREAS, the City has received an Application to amend the Official Zoning Map of Harrisville City filed by the putative property owner, JLM Development Apricot, LLC , and desires to act upon the same;

WHEREAS, the attached Exhibits “A” through “ ” contains the required Plan Maps and Master Development Plan for the area of the proposed amendment to the Zoning Map;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on March 8, 2023, to take public comment on the proposed Ordinance, after which the commission gave its recommendation to _____ this Ordinance;

WHEREAS, Council received the recommendation from the Planning Commission and held its public meeting on _____;

NOW, THEREFORE, be it ordained by the City Council of Harrisville as follows:

Section 1: Zoning Map Amendment. That the Zoning Map for certain real property identified as Weber County Parcel Number 11-033-0087, as set forth in the attached Exhibit “A” which is hereby adopted and incorporated herein by this reference, is hereby changed from Residential “RE-15” to Mixed-Use Residential “MU-R ”.

Section 2: Plan Map, Master Development Plan, and Reversion. The Plan Map and Master Development Plan attached in as Exhibits “A” through “ ” which are hereby adopted and incorporated herein by this reference are adopted as required Plan Maps and Master Development Plan for this Zoning Map Amendment. Any development must substantially conform to this Plan Map and Master Development Plan.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2024.

MICHELLE TAIT, Mayor
Harrisville City
ATTEST:

Roll Call Vote Tally:

Council Member Wilhelmsen	Yes	No
Council Member Weiss	Yes	No
Council Member Christensen	Yes	No
Council Member Jackson	Yes	No
Council Member Fawcett	Yes	No

JACK FOGAL
City Recorder

RECORDED this ____ day of _____, 2024.

PUBLISHED OR POSTED this ____ day of _____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall, 2) Martin Henderson Harris Cabin and 3) 2150 North on the above referenced dates.

City Recorder

DATE: _____



Master Development Agreement

for

Summit View Development
Mixed-use Residential (MU-R) Sub-zone

Between

Harrisville City, Inc.

and

JLM Development Apricot, LLC

on this _____ of _____ 2024

MASTER DEVELOPMENT AGREEMENT FOR
Summit View

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of this
_____ of _____ 2024
by and between HARRISVILLE CITY and JLM Development Apricot LLC.

RECITALS

- A. The capitalized terms used in this MDA are defined in Section 1.2, below.
- B. Master Developer is under a contract to purchase and will own as of the Effective Date the Property and is developing the Project on the Property.
- C. Contemporaneously with the approval of this MDA the City has approved the Master Plan.
- D. Contemporaneously with the approval of this MDA the City has zoned the property Mixed-Use Residential.
- E. The City finds that this MDA and the Master Plan conform with the intent of the City's General Plan.
- F. The City has processed this MDA, the Zoning, and the Master Plan pursuant to the applicable provisions of Section 10-9a-501, *et seq.*, of the Act as a land use regulation including holding hearings on the MDA, the Zoning and the Master Plan before the Planning Commission and the City Council.
- G. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- H. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City, and its residents by, among other things requiring orderly development of the Property as a master planned development and

increasing property tax and other revenues to the community based on improvements to be constructed on the Property. In addition, the development will provide a moderate income housing option for the members of the community, which is much needed in the present housing climate.

I. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J. The Parties understand and intend that this MDA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “P, whether or not specifically referenced herein are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2020), *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Subdivision** means a community reinvestment area created by the City to use certain tax increment financing for City-related infrastructure.

1.2.5. **Buildout** means the completion of all the development on the entire Subdivision project in accordance with the approved plans.

1.2.6. **City** means Harrisville City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as engineering, planning, traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date the City approves this MDA, including the Zoning.

1.2.10. **Commercial Site Plan** means an application for Intended Uses other than those for purely Residential Dwelling Units.

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denial** means a formal denial issued by the final administrative decision-making body of the City for a Development Application but does not include review comments or "redlines" by City staff.

1.2.14. **Design and Site Standards** means those standards for the design, look, and feel of the Project more fully specified in Exhibit "G".

1.2.15. **Development** means the development of a portion of the Property

pursuant to an approved Development Application.

1.2.16. **Development Area** means one of the areas that are a part of the Project as conceptually illustrated in the Master Plan.

1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Development Report** means a report containing the information specified in Sections 2.6.9 – 2.6.11.

1.2.19. **Effective Date** means the date that this MDA becomes effective as specified in Section 27, below.

1.2.20. **Excluded Development Area** means that portion of the Property illustrated on the Master Plan, Exhibit “B”, which is subject to the special provisions of Section 2.4 below.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with the Act or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.22. **Four Mile SSD** means a special service district to be created by the City to provide approved public services to the Project, including secondary water (pressurized irrigation), if Developer is unable to arrange for such water through Pineview Water District.

1.2.23. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails, and other uses as more fully specified in Exhibit “B-2”.

1.2.24. **Master Developer** means JLM Development Apricot LLC.

1.2.25. **Master Plan** means the conceptual layout for Commercial Development, Residential Dwelling Units, Open Space, and Public Infrastructure for the Project.

1.2.26. **Maximum Residential Units** means the maximum number of Residential Dwelling Units that may be developed on the Property, as detailed in Section 2.2 below, consistent with the Property zoning and as generally depicted in the Master Plan.

1.2.27. **MDA** means this Master Development Agreement including all the Exhibits.

1.2.28. **Multi-Family Site Plan** means a site plan for a multi-family Development where no Subdivision is required.

1.2.29. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.30. **Open Space** shall have the meaning specified in Section 11.01.060 of the City's Municipal Code.

1.2.31. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.32. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.33. **Planning Commission** means the City's Planning Commission.

1.2.34. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all the other aspects approved as part of this MDA.

1.2.35. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.36. **PTOS Plan** means the plan for developing, managing, preserving,

and improving the neighborhood parks, trails, and open space in the Project as more fully specified in Exhibit “B-2”.

1.2.37. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other governmental entity as a condition of the approval of a Development Application including, but not limited to, public streets, culinary water utility lines, secondary water utility lines, sanitary sewer lines and storm water facilities.

1.2.38. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence, an attached residence, including a condominium and town house, as illustrated on the Master Plan.

1.2.39. **Standards Deviations** means those deviations from existing City development, design, engineering, and other standards, including but not limited to those standards that are included in the City’s Vested Laws, which are specified in the following documents and which are subject to the provisions of Sections 2.1 and 5.1, below.

1.2.40. **Sub-developer** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Development Area for development.

1.2.41. **Subdivision** means the division of any portion of the Project into developable lots pursuant to the Act and/or the Zoning Ordinance.

1.2.42. **Subdivision Application** means the application to create a Subdivision.

1.2.43. **Zoning** means the Mixed-Use Residential zoning for the Property adopted by the City contemporaneously with the approval of this MDA.

1.2.44. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City’s Vested Laws.

2. Development of the Project.

2.1. Compliance with the Master Plan, Design Standards, and this MDA.

Development of the Project shall be in accordance with the City's Vested Laws (except as specified in the following documents), the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, the Design Standards, and this MDA. If there is any conflict between this MDA and the City's Vested Laws, then this MDA shall be controlling.

2.2. Maximum Residential Units/Intended Uses. At Buildout of the Project,

Master Developer shall be entitled to have developed the Maximum Residential Units of 40.

2.3. Limitation and No Guarantee. Master Developer acknowledges that the

development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws, the Master Plan, the Design Standards, and this MDA. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.4. Excluded Development Area. There is currently a minor flood plain located

along the frontage of the property, on 1100 North. This flood plain is being mitigated through appropriate permits and engineering and will include a LOMAR permit, as required by FEMA and the City of Harrisville. It is Parties' intent, and current agreement, as and when those issues are resolved, to pursue and allow development in the Excluded Development Area as illustrated in the Master Plans, and under the terms of this MDA, to the Maximum Residential Units identified in Section 2.2 above, subject to such amendments of this MDA as may reasonably be required.

2.5. Design Standards for Residential Development, Townhome Units and Amenities.

The Parties acknowledge that the precise design standards for the single-family homes, clubhouse, pickleball and related parking areas, and the three townhome buildings, as shown on the Master

Plan are not yet completed. The Design and Site Standards, Exhibit “G”, includes some renderings and other details and design concepts. The Parties shall work cooperatively to amend this MDA within a period consistent with the sequencing outlined in Section 2.6.6, to include detailed and reasonable design standards for these buildings and uses to work toward final building exterior designs.

2.6. Sequencing and Relationship of Residential Uses.

2.6.1. General Statement. The Parties acknowledge that, separate from and related to the City’s interest in the development of Residential Uses within the Development, the City has an interest in the development of areas designated on the Master Plan to include Single Family Residences configured as Patio Homes and single-family townhomes, and recognizing that such development is subject to market/economic forces beyond the control of Master Developer, desires certain assurances that Master Developer is and will remain committed to develop the full development, including the amenities, in a timely manner. To that specific end, the Parties agree to the following sequencing plan and related mutual goals:

2.6.2. Prompt Platting/Approval. Master Developer will use its best commercially reasonable efforts actively and promptly to pursue the platting and approval of all residential subdivisions within the Development, including the layout of roads and general infrastructure within those subdivisions, with the goal of satisfying all requirements for approvals, of each intended phase (per the attached phasing plan as outlined in Exhibit F-2), within a period of not more than 120 days from the Effective Date of this Agreement. For its part, the City will actively and promptly engage in all reasonable and required review and analysis of Master Developer’s subdivision applications with the goal of providing required approvals within the stated target period.

2.6.3. Infrastructure Development. Upon approval of the subdivision by all governmental entities necessary to the approval process, and subject at all times to the

requirements and reservations outlined in Subsection 2.6.7 below, Master Developer will promptly and actively, as commercially reasonable, pursue the development and installation of all infrastructure for the entire Development, beginning with the excavation and development of roadways and, conditional upon approval by the applicable utility, continuing with the installation of electric, sewer, water (including secondary water) and cable or fiber lines. Assuming necessary approvals from the City and all utilities by Summer 2024, Master Developer projects, without guarantee, completion of residential infrastructure within twelve (12) months of approval, with appropriate and reasonable adjustments to that timeframe for any delays in approvals.

2.6.4. Single Family, Townhome and Clubhouse Buildings Design.

Separately, Master Developer and the City, through its Planning Commission, will actively and in good faith engage in such charrettes as may be necessary to finalize acceptable architectural designs and drawings for the townhome buildings, single family homes, the community clubhouse and other common area features, to be constructed in locations generally consistent with the conceptual site plan designs presented by Master Developer within the area of the Master Plan designated for those units. Assuming necessary approvals from the City by May 31, 2024, Master Developer projects, without guarantee, completion of designs and drawings for all buildings and related amenities within twelve (12) months of the effective date of this agreement, with appropriate and reasonable adjustments to that timeframe for any delays in approvals.

2.6.5. Building Sequencing.

Master Developer shall commence development and construction of the buildings as follows:

2.6.5.1. Phase 1: Construction of Units 1-23, including 17 townhomes and 6 single family homes, completed with reception of certificates of occupancy. All required roads and infrastructure will be completed as required for safe access to all townhome units and any other required public safety improvements as required by the North View Fire

District.

2.6.5.2. Phase 2: Construction of Units 24-40, including 17 Patio Homes completed with reception of certificates of occupancy. All roads and utility improvements will be completed for the entire subdivision as required to complete Phase 2 developments.

2.6.5.3. Phase 3: Construction of the clubhouse, pickleball courts and all incomplete common areas. This to be completed by not later than the date on which a total of 80% of all residential units have been completed and receive certificates of occupancy.

2.6.5.4. Development Area Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar items regarding the development of a particular Development Area, may not be known at the time of the creation of or sale of a Development Area. Master Developer may obtain approval of a division or partition of the Property as is provided in Section 10-9a-103(65)(c)(v) of the Act that does not create any individually developable lots in the Development Area without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Development Area shall be that of the Master Developer or a Sub-developer upon a subsequent re-Subdivision of the Development Area that creates individually developable lots or upon the approval of a Commercial Site Plan or Multi-family Site Plan. However, construction of improvements shall not be allowed until the Master Developer or Sub-developer complies with the City's Vested Laws.

2.6.6. Transfers of Residential Dwelling Units and Other Intended Uses. The Master Plan provides that Residential Dwelling Units and Other Intended Uses may be transferred between or among Development Areas by Master Developer subject to certain limited and specified parameters as a matter of right without any approvals being required by the City (unless applicable to the subdivision purposed).

2.6.7. Accounting for Residential Dwelling Units and Other Intended

Uses for Development Areas developed by Master Developer. At the recordation of a Final Plat for any Development Application for areas to be developed by Master Developer, Master Developer shall provide the City a Development Report showing any Residential Dwelling Units or other Intended Uses used with the Development Application and the number of Residential Dwelling Units and other Intended Uses remaining with Master Developer for the remaining Project. The Development Report shall also account for any required Open Space.

2.6.8. Accounting for Residential Dwelling Units and Other Intended

Uses for Development Areas Sold to Sub-developers. Any Development Area sold by Master Developer to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other use sold with the Development Area. At the recordation of a Final Plat or other document of conveyance for any Development Area sold to a Sub-developer, Master Developer shall provide the City a Development Report showing the ownership of the Development Area(s) sold, the portion of the Maximum Residential Units and/or other type of Intended Use transferred with the Development Area(s), the amount of the Maximum Residential Units and other Intended Uses remaining with Master Developer and any material effects of the sale on the Master Plan.

2.6.9. Return of Unused Residential Dwelling Units or Other Intended

Uses. If any portion of the Maximum Residential Units or other Intended Uses transferred to a Sub-developer are unused by the Sub-developer at the time the Development Areas transferred with such Density receives approval for a Development Application for the final portion of such transferred Development Areas, the unused portion of the transferred Maximum Residential Units or other Intended Uses shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

2.7 It is anticipated a portion of Parcel #11030086 must be subdivided and acquired by the City of Harrisville, and used for right of way purposes, as part of the development in order to properly extend Wahlen Way into the subdivision. The City is responsible for acquiring and granting the Master Developer the development rights to this property as identified on the survey. This will be completed in a reasonable and expeditious manner as to not delay development of the project.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Section 10-9a-509 of the Act.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, flood plain or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, the

International Residential Code or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Regulations of other service providers. Any changes in laws, rules or regulations of any other entity that provides services to the Project.

3.2.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code Ann. § 11-36a-101 (2020), *et seq.*;

3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards, provided that such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs or net financial results of any Development Area; or

3.2.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement** This MDA shall expire on December 31, 2031. If Master Developer has

not been declared to be currently in Default as of December 31, 2031 (and if any such Default is not being cured), then this MDA shall be automatically extended until December 31, 2036.

This MDA shall also terminate automatically at Buildout.

5. Public Infrastructure.

5.1. Construction by Master Developer. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The Public Infrastructure shall be designed and constructed in Compliance with all applicable standards in the City's Vested Laws (except for those exceptions specified in the Master Development Agreement) and, also, with any other Federal, State, or County laws, rules, or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

5.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

6. Parks, Trails and Open Space. Master Developer shall be responsible for creating, dedicating, and improving the parks, trails and open space in the Project as specified in the PTOS Plan.

7. Processing of Development Applications.

7.1. Processing of Development Applications. Within ten (10) business days after receipt of a Development Application and upon the request of Applicant, the City and Applicant will confer in good faith concerning the projected timeline for processing the application and to determine the scope of any supplementation or outsourcing that may be necessary to meet

the desired schedule. If the City determines that outsourcing is necessary and appropriate to the timely processing of any Development Application as agreed between the Parties, then the City shall promptly estimate the reasonably anticipated differential cost of outsourcing in the manner selected by the Master Developer or Sub-developer in good faith consultation with the City. This may include either an agreement to pay overtime to the City employees or the hiring of a City Consultant acceptable to the Parties and selected in the manner consistent with that provided in Section 7.3 below for expert consultants. If the Master Developer notifies the City that it desires to proceed with the outsourcing based on the City's reasonable estimate of costs, the Master Developer shall deposit the estimated funds as required for the completion of Phase One, as detailed in Section 2.6.3 in advance with the City and any costs will be charged against the deposit. Any additional costs, above the City's estimate, will be paid for by the Master Developer. Similarly, if a Sub-developer notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Sub-developer shall deposit in advance with the City the estimated differential cost. In either case, with deposits secured, the City shall promptly proceed with having the work Outsourced in a manner agreed. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Sub-developer) for the actual differential cost of Outsourcing, Master Developer or the Sub-developer shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. If at any time the Applicant becomes delinquent in the payment of any Outsourcing fees, the City may postpone all work until the Applicant is paid current with the City for all outstanding fees related to the Development Application.

7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping

by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified, or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, site infrastructure, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in selecting the City Consultant. The actual and reasonable costs of a City Consultant shall be the responsibility of Applicant. The work of the City Consultant shall be completed in a commercially reasonable time.

7.4. Processing of Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans. Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans shall be processed by the "Land Use Authority", pursuant to the standards and processes of Chapter 11.22, subject to Standards Deviations, and shall be approved if they are in compliance with the

Master Plan.

7.5. City Denial of a Development Application. If the City issues a Denial of a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

7.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within ten (10) business days after any Denial to resolve the issues specified in the Denial of a Development Application.

7.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a non-City agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

7.8. Mediation of Development Application Denials.

7.8.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application for reasons other than denials from non-City agencies and that the parties are not able to resolve by "Meet and Confer" shall be mediated and include, but are not necessarily limited to, the following:

7.8.1.1. the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

7.8.1.2. right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

7.8.1.3. interpretations, minor technical edits, or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the

Development Standards,

7.8.1.4. Justifications for, selection of and costs of Outsourcing under Sections 7.1 and 7.4;

7.8.1.5. the scope, conditions and amounts of any required development or infrastructure bond or related security and any impact fees; and

7.8.1.6. the issuance of subdivision applications and related review of project-wide systems designs.

7.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall, within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

7.9. Arbitration of Development Application Objections.

7.9.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them,

choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

8. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

9. **Default.**

9.1. **Notice.** If Master Developer or a Sub-developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Sub-developer, then the City shall also provide a courtesy copy of the Notice to Master Developer.

9.2. **Contents of the Notice of Default.** The Notice of Default shall:

9.2.1. **Specific Claim.** Specify the claimed event of Default;

9.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

9.2.3. **Materiality.** Identify why the Default is claimed to be material;

and

9.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

9.3. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.6 and 7.8. If the claimed Default is subject to Arbitration as provided in Section 7.9, then the parties shall follow such processes.

9.4. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration, then the parties may have the following remedies:

9.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

9.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the Default.

9.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Sub-developer, development of those Development Areas owned by the Sub-developer until the Default has been cured or a bond has been posted to secure satisfaction of the default. Building permits or Certificates of Occupancy may not be withheld from any Development Area sold to a Sub-developer based on any Default of the Master Developer unless that Default of the Master Developer is such that the Public Infrastructure required to service a Development Area owned by a Sub-Developer is not available to service the Development Area. Nor shall any Default by a Sub-developer permit the withholding

of any Development Applications for Master Developer or any other Sub-developer that is not in Default.

9.5. Public Meeting. Before any remedy in Section 9.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.6. Emergency Defaults. Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 9.5. The City shall give Notice to Master Developer and/or any applicable Sub-developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.7. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party pursuing a cure with reasonable diligence.

9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Sub-developer shall be that of specific performance.

10. Notices. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the

following address:

To the Master Developer:

**JLM Development Apricot, LLC
James Bradshaw
2097 E Cedar Fort Drive
Eagle Mountain, UT 84005**

With a Copy to:

**Glade McCombs
6169 E Hummingbird Pt
Huntsville, UT 84317**

To the City:

**Harrisville City
363 West Independence Blvd
Harrisville, UT 84404**

With a Copy to:

**Attorney Brody Flint
363 West Independence Blvd
Harrisville, UT 84404**

11. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:
- 11.1. **Hand Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 11.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery

of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Secondary Water/Consent to Four Mile SSD.** If required, Master Developer shall be responsible to furnish sufficient water rights to support secondary water service sufficient to satisfy requirements for the Project. If such service is not available from or through Pineview Water District, Master Developer agrees to coordinate such service from the Four Mile SSD, previously formed to provide authorized services to areas of the City including the Project, including any Project-specific services for which the Summit View development is required, but may be unable, to provide under applicable CC&Rs.
13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.
14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

14.1. **Hold Harmless.** Master Developer hereby covenants to indemnify, defend, and hold the City harmless from any claims made by any third parties regarding the City's entry into this MDA and the City's performance of any of its obligation under this MDA.

14.2. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent may not unreasonably be withheld.

14.3. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Development Areas to builders, users, or Sub-developers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.4. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.5. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.6. **Time for Objection.** Unless the City objects in writing within fifteen (15)

calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.7. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.8. **Denial.** The City may only withhold its consent to an assignment of Master Developer's rights hereunder if the City is not reasonably satisfied of the proposed assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to "Meet and Confer" and "Mediation" processes specified in Sections 7.6 and 7.8.1. If the denial arises in the context of any dispute that is subject to Arbitration, then the Parties shall follow such processes.

14.9. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. **Binding Effect.** If Master Developer sells or conveys Development Areas of lands to Sub-developers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Development Area and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent

by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, governmental delays or restrictions resulting from COVID-19 or other declared pandemic, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Planner as the Administrator of the MDA as defined in Section 1.2.2. The initial representative for Master Developer shall be Lane Monson or Glade McCombes. The Parties may change their designated

representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Estoppel Certificate.** Upon ten (10) calendar days' prior written request by Master Developer or a Sub-developer, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Sub-developer, as the case may be, at that time is not in default of the terms of this Agreement.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any portion of this MDA.

24. **Effective Date.** This MDA shall become effective upon Master Developer giving Notice to the City that Master Developer or its Assigns has (have) acquired the Property. Barring a written agreement between the Parties otherwise, if Master Developer has not given the City such Notice on or before December 31, 2024, then this MDA shall become null, void and of no effect.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project after the Effective Date. This MDA shall be deemed to run with the land.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. _____ adopted by the City on _____, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and

through their respective, duly authorized representatives as of the day and year first herein above written.

* * * * * SIGNATURE PAGE FOLLOWS * * * * *

MASTER DEVELOPER
JLM Development Amber LLC

CITY
Harrisville City

By: James Bradshaw

Its: Manager

Date: _____

By: Michelle Tait

Its: City Mayor

Date: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.

COUNTY OF WEBER)

On the ____ day of _____, 2024 personally appeared before me _____ who being by me duly sworn, did say that she is the City Mayor of Harrisville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.

COUNTY OF WEBER)

On the____day of_____, 2024, personally appeared before me_____, who being by me duly sworn, did say that he is the Manager of JLM Development Amber LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibits:

A	Legal Description of Property
B	Master Plan Packet
	B-1 Master Plan
	B-2 Overall Land Use
	<i>B-3 Roadway Plan</i>
	<i>B-4 Landscape Plan - Phase One</i>
C	Development Summary and Calculations
	C-1 MU-R Sub Zone Land Use Regulations
	C-2 Development Density Calculations
	C-3 Lot Summary
	C-4 Parking Space Calculations
D	Transportation Plan and ROW Standards
	D-1 Summit View Traffic Statement
	D-2 Traffic Study
	D-3 City Future Transportation Plan
	D-4 Roadway and Parking Plan
	D-5 Road Sections
E	Phasing Plan
	E-1 Narrative
	E-2 Phasing Map
F	Design and Site Standards and Renderings
	F-1 Narrative
	F-2 Residential Development and Design Standards
	F-3 Preliminary Residential Renderings

¹ Duplicate copies of italicized Exhibits may be included as elements of separate categories of documents required under Harrisville Ord. # 11.11.030.

G	HOA Organizational Documents
H	HOA CC&Rs
I	Sensitive Lands Map
J	Geotechnical Report (Printed Separately)
K	Phase 1 Environmental Report (Printed Separately)
L	Parks, Trails and Open Spaces (PTOS)
	L-1 Narrative Plan
	L-2 PTOS Plan
	L-3 <i>Landscape Design Plan - Phase One</i>
M	Maximum Residential Units Table
N	Development Areas
O	Maintenance Plan
P	Will Serve and Availability Letters

EXHIBIT A
Legal Description

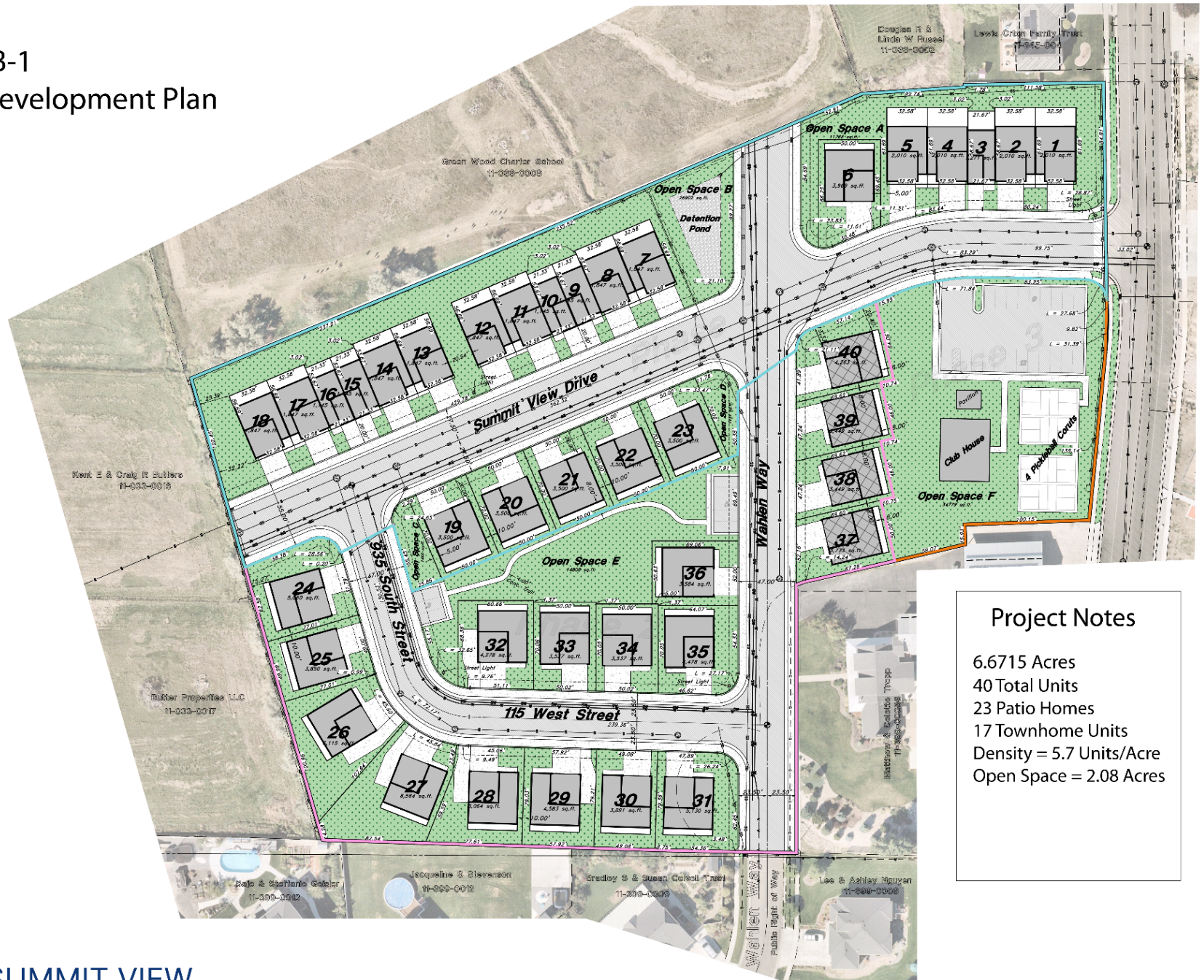
The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

BOUNDARY DESCRIPTION A part of the Southwest Quarter of Section 5, Township 6 North, Range 1 West Salt Lake Base and Meridian Beginning at a point 13.22 feet North $0^{\circ}19'16''$ East and 447.83 feet South $89^{\circ}40'59''$ East from the North Quarter Corner of Section 8, Township 6 North, Range 1 West Salt Lake Base and Meridian, Weber County, Utah and running thence along a Southeasterly arc of a 18 foot radius curve to the left a distance of 27.68 feet (Central Angle equals $88^{\circ}06'10''$ and Long Chord bears South $45^{\circ}05'43''$ West 25.03 feet) to a and Long Chord bears South $45^{\circ}05'43''$ West 25.03 feet) to a West 25.03 feet) to a point of tangency; thence South $01^{\circ}02'38''$ West 83.25 feet to a point of tangent curvature; thence Southeasterly along the arc of a 172.5 foot radius curve to the left a distance of 71.84 feet (Central Angle equals $23^{\circ}51'39''$ and Long Chord bears South $10^{\circ}53'11''$ East 71.32 feet) to a and Long Chord bears South $10^{\circ}53'11''$ East 71.32 feet) to a East 71.32 feet) to a point of tangency; thence South $22^{\circ}49'01''$ East 73.10 feet to a point of tangent curvature; thence Southeasterly along the arc of a 18 foot radius curve to the left a distance of 21.11 feet (Central angle equals $67^{\circ}11'14''$ and Long Chord bears South $56^{\circ}24'38''$ East 19.92 feet) to a and Long Chord bears South $56^{\circ}24'38''$ East 19.92 feet) to a East 19.92 feet) to a point of non-tangency; thence South $35^{\circ}24'29''$ East 57.66 feet; thence North $89^{\circ}59'45''$ East 50.35 feet; thence South $22^{\circ}49'01''$ East 283.76 feet; thence South $74^{\circ}06'17''$ West 55.45 feet; thence South $27^{\circ}42'43''$ East 48.02 feet to a point of non-tangent curvature; thence Southwesterly along the arc of a 17 foot radius curve to the left a distance of 28.76 feet (Central Angle equals $96^{\circ}55'18''$ and Long Chord bears South $25^{\circ}38'38''$ and Long Chord bears South $25^{\circ}38'38''$ West 25.45') to a point of tangency; thence South $22^{\circ}49'01''$ East 58.38 feet; thence South $74^{\circ}06'17''$ West for 157.86 feet; thence North $22^{\circ}31'24''$ West for 237.01 feet; thence North $23^{\circ}18'42''$ West for 348.32 feet; thence North $03^{\circ}44'37''$ West for 82.74 feet; thence North $89^{\circ}33'47''$ West for 1.76 feet; thence North $00^{\circ}55'54''$ West for 111.58 feet; thence North $89^{\circ}08'48''$ East 175.86 feet to the Point o

APN: 110330087

Exhibit B
Master Development Packet

EXHIBIT B-1 Master Development Plan



Project Notes

6.6715 Acres
40 Total Units
23 Patio Homes
17 Townhome Units
Density = 5.7 Units/Acre
Open Space = 2.08 Acres



Summit View Subdivision



Exhibit B-2

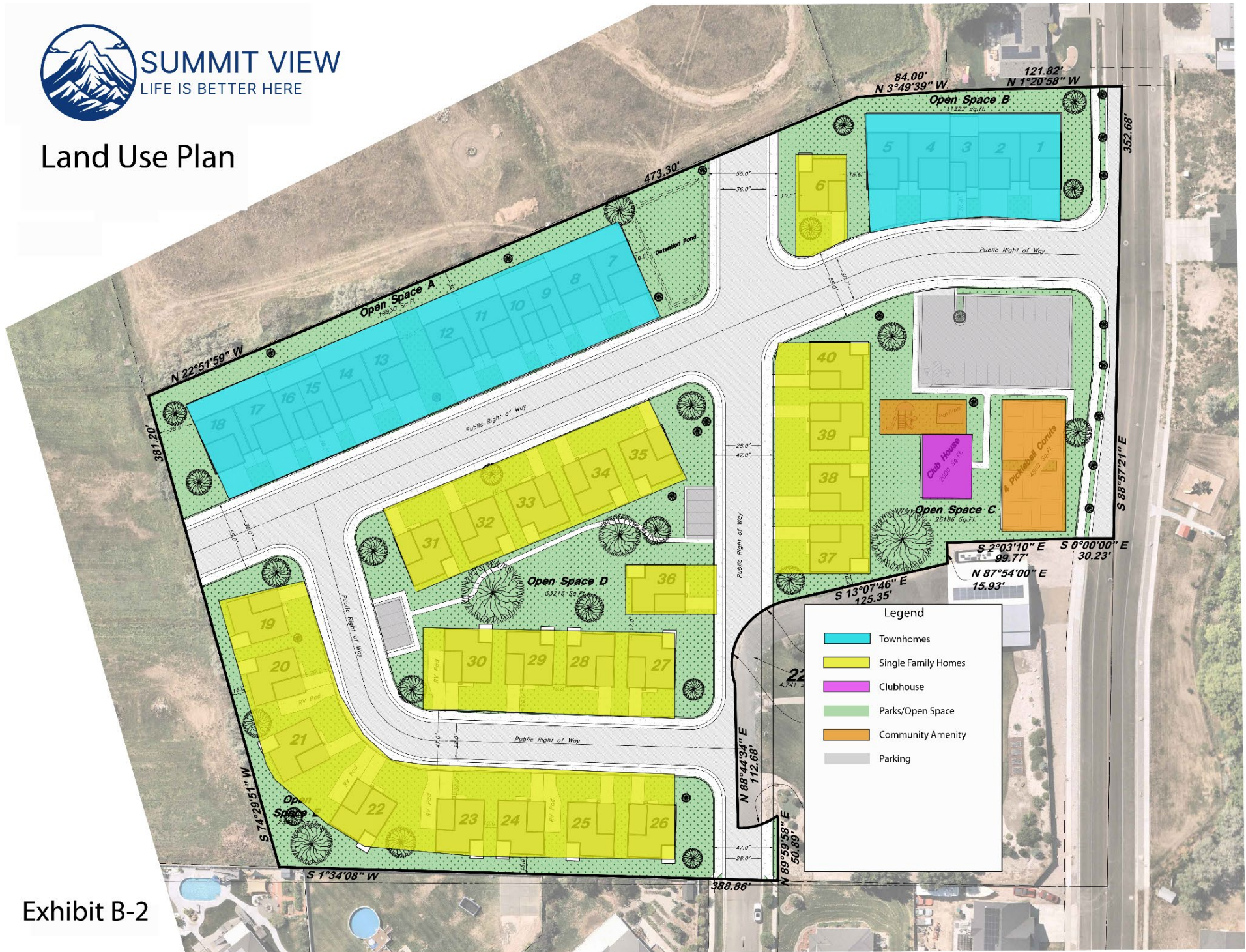


EXHIBIT B-3
Roadway Plan

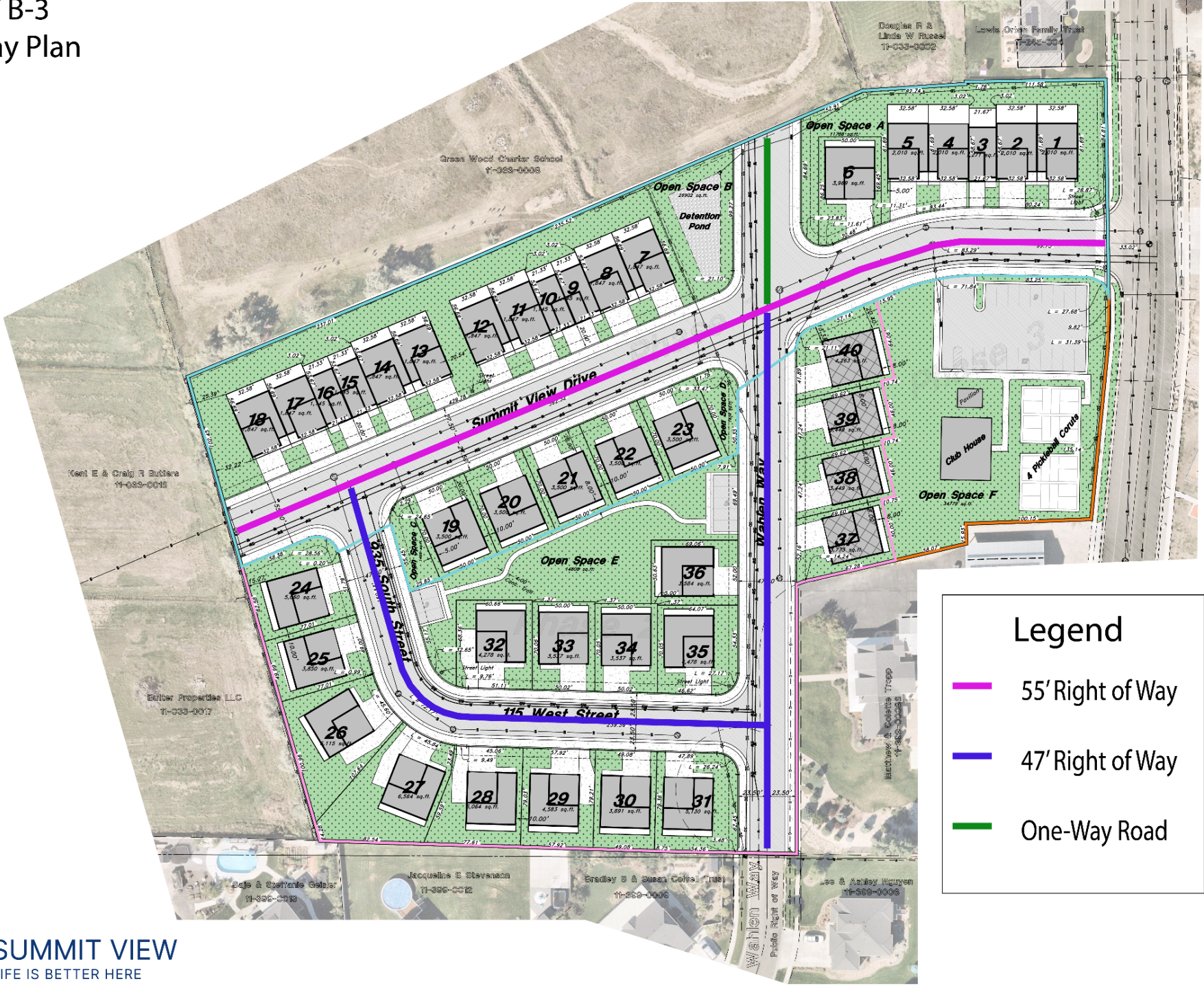
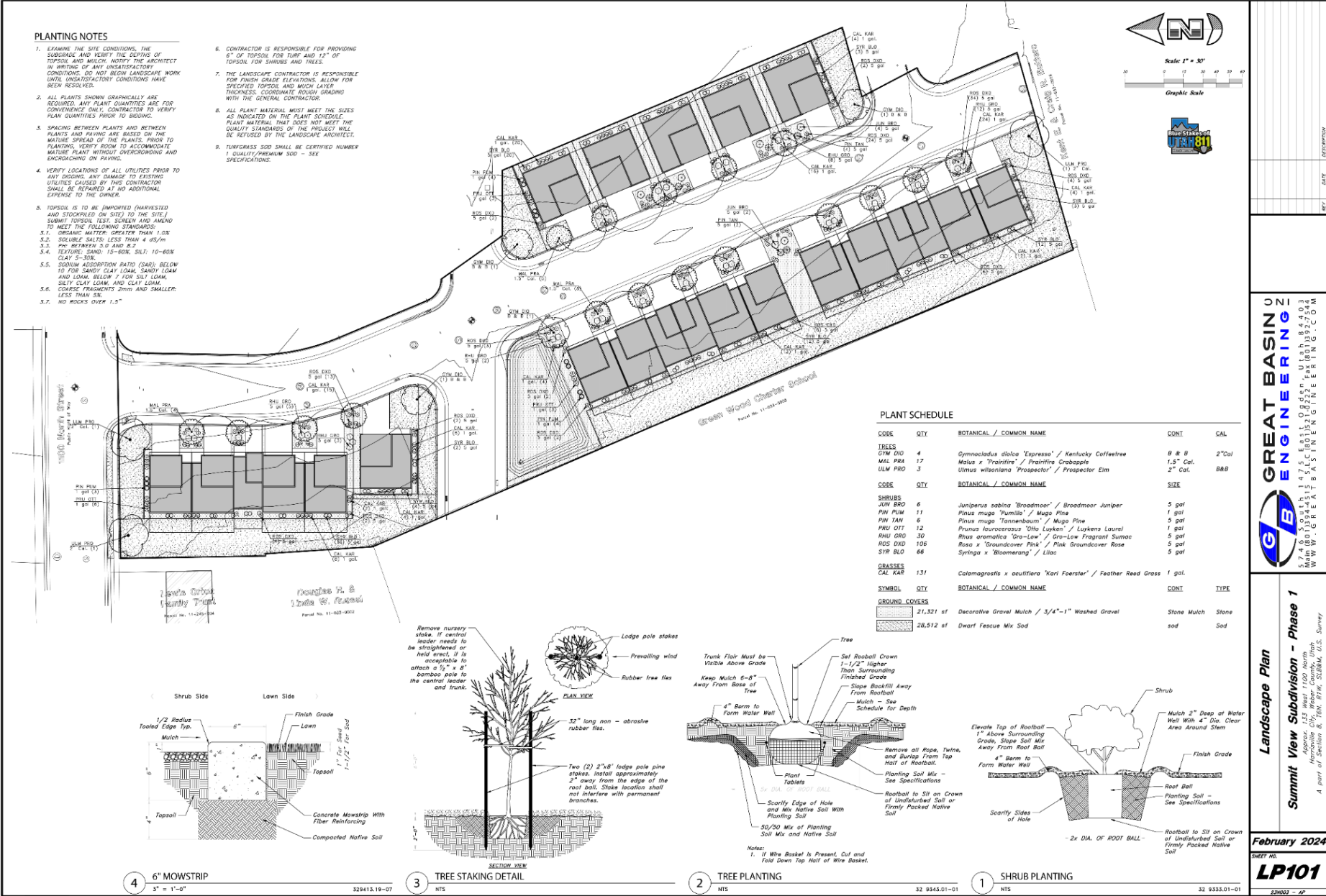


EXHIBIT B-4
LANDSCAPE PLAN - Phase One



Harrisville City Corporation

Public Work Standards for Development, Design, & Construction



April 2024



Prepared by
JONES & ASSOCIATES
Consulting Engineers



DEVELOPMENT, DESIGN,
AND CONSTRUCTION STANDARDS
for
HARRISVILLE CITY



SUBMITTED & RECOMMENDED:

Matthew L. Boston

Harrisville City Engineer

04/05/24

Date

APPROVED:

Mayor

Date

Director of Public Works

Date

Attest, City Recorder

Date

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SECTION 1 GENERAL

1.01 Ordinances Govern

Nothing in this document shall be construed to be contrary to Harrisville City Ordinances. Should a conflict exist between this document and the Ordinances, the Ordinances shall govern.

1.02 Conformance with Federal, State, and Local Laws

Nothing in this document shall relieve the Developer, Engineer, or Contractor from abiding by any and all Federal, State, and local laws.

1.03 Definitions

- A. Chapter – When “Chapter” is written, it shall be as if “Harrisville City Ordinance, Chapter” is written.
- B. Contractor – The individual, firm, co-partnership, or corporation, and his, their, or its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual firm, partnership, covenantor, or corporation, or his, their, or its surety under the contract bond, constituting one of the principals to the contract and undertaking to perform the Work.
- C. Drawings – The City-approved construction drawings, the Harrisville City Public Works Standard Drawings, and/or the Manual of Standard Drawings, as applicable.
- D. Developer – The person or company sponsoring construction of the improvements.
- E. Development – The subject subdivision, minor subdivision, or building.
- F. Improvements – See “Work.”
- G. Improvement Plans – See “Drawings.”
- H. Inspector – The authorized representative of the City or City Engineer assigned to make all necessary inspections of the Work performed or being performed, or of materials furnished or being furnished by the Contractor.
- I. Standards – When “Standards” is written, it shall be as if “Harrisville City Development, Design, and Construction Standards” is written.
- J. Work – All types of work necessary to provide safe access and utility service to and within proposed subdivision or site, including, but not limited to, site grading, utility installation, and street construction. Work includes all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning.¹

¹ From EJCDC® C-700, Standard General Conditions of the Construction Contract.

- K. See also “Title 12 – Subdivisions” of the Harrisville City Ordinances. Where definition conflicts arise between City Ordinance and this document, the definitions in this document shall take precedence when in reference to this document.

1.04 Acronyms

- A. APWA – American Public Works Association
- B. BMP – Best Management Practice
- C. CFP – Capital Facilities Plan
- D. DDW – Division of Drinking Water
- E. DWQ – Division of Water Quality
- F. DWRi – Division of Water Rights
- G. FEMA – Federal Emergency Management Agency
- H. HOA – Homeowners’ Association
- I. HVC – Harrisville City
- J. LID – Low Impact Development
- K. PVC – Polyvinylchloride Pipe
- L. RCP – Reinforced Concrete Pipe
- M. UAC – Utah Administrative Code
- N. UDEQ – Utah Department of Environmental Quality
- O. UDOT – Utah Department of Transportation
- P. UPDES – Utah Pollutant Discharge Elimination System
- Q. UPRR – Union Pacific Railroad
- R. USACE – United States Army Corps of Engineers
- S. UTA – Utah Transit Authority

1.05 Variances from the Public Works Standards

- A. When a Developer believes that meeting a specific requirement contained within the current edition of the Harrisville City Public Works Standards is technically infeasible, Developer may make application to the Director of Public Works or a Designee (Director) for a variance from the Standards. This application shall include technical reasoning for the proposed variance along with a proposed solution. The Director shall assess whether the request meets the goals and requirement of the Standards without unduly jeopardizing the public’s interest. Upon review of the application, the Director may grant or deny the variance from the Standards. In the event that the variance request is denied by the Director, the applicant may appeal to the City Board of Appeals for a final determination.

SECTION 2 DEVELOPMENT STANDARDS

2.01 Approval Procedure

See Title 12 – Subdivision Ordinance of the Harrisville City Ordinances for details.

2.02 Developer Responsibilities

- A. Required Improvements and Guarantees – see Title 12 – Subdivision Ordinance of Harrisville City Ordinances.
- B. Permits and Approvals
 - 1. Developer is responsible for obtaining all necessary permits and approvals for the construction of the Improvements. Copies of all applications and approved permits shall be submitted to the City. Agencies/permits that may be required include, but are not limited to:
 - a. UPDES NOI and NOT
 - b. DWRi Stream Alteration
 - c. DWRi Dam Safety
 - d. EPA 404 Wetlands
 - e. FEMA LOMA and/or LOMR
 - f. UDOT
 - g. UTA or UPRR
 - h. Others as applicable
- C. Improvements
 - 1. The required improvements shall include street improvements, including street lights and street signs, in front of each lot abutting dedicated streets to a connection with existing improvements of the same kind or to the boundary or the subdivision nearest existing improvements. Design must provide for future extension to adjacent development and to be compatible with the contour of the ground for proper drainage. Required underground improvements such as water lines, sewer lines, storm drain, and any other buried conduit shall be installed to the boundary lines of the subdivision.
 - 2. Upsizing based on CFPs – The Developer will be required to construct/install infrastructure sized in accordance with the City’s currently adopted CFPs. The City will be responsible for paying the difference in cost between the master planned infrastructure size and the minimum infrastructure size required for the development.
 - 3. Seal Coat Escrow – Developer shall include in the financial guarantee monies sufficient for the installation of the seal coat. These monies may be released to City at Substantial Completion for completion by the City if agreed upon between the Developer and City.

4. Temporary Turnaround Escrow – See Section 3.05.I of this document.
5. Materials and Construction Testing Escrow – Developer shall escrow for and pay for all materials and construction testing. Testing will be performed by one of the City’s selected testing agencies. Developer/contractor is responsible for coordination with testing agency and City Inspector. See Section 4.03.I for more information.
6. Survey and Mapping of New Improvements – Developer shall reimburse City for time spent surveying in locations of new improvements, including but not limited to manholes, valves, meters, and fire hydrants, and adding such improvements to the City maps.

2.03 Subdivision Standards

- A. The general standards for subdivision layout and development are found in Title 12 – Subdivision Ordinance.
- B. See also Section 3 – Design Standards and Section 4 – Construction Standards of this document.

2.04 Geotechnical Investigation

- A. A geotechnical investigation should be conducted for the following:
 1. All new subdivisions with more than two (2) lots;
 2. All commercial subdivisions and sites;
 3. Any subdivision that includes public infrastructure improvements;
 4. Any development in the Sensitive Lands zone; and
 5. Upon request of the City.
- B. The geotechnical investigation should be complete in nature, and its findings shall be summarized in a Geotechnical Report. The Geotechnical Report shall be signed and sealed by a licensed Professional Engineer with expertise in the field of geotechnical engineering.
- C. See Appendix B for requirements regarding the Geotechnical Report, including minimum testing requirements and design parameters.

2.05 Traffic Impact Study

- A. A traffic impact study shall be conducted for the following:
 1. See Appendix C, Traffic Impact Study Minimum Requirements, Section C3, Level of Study.
- B. The study shall be complete in nature, and its findings shall be summarized in a Traffic Impact Study Report. The Traffic Impact Study Report shall be signed and sealed by a licensed Professional Engineer with expertise in the field of traffic engineering.
- C. See Appendix C for requirements regarding the Traffic Impact Study Report.

SECTION 3 DESIGN STANDARDS

3.01 Required Improvements

- A. See Title 12 of the City Code for information on the required improvements.
- B. See also Section 5 – Standard Specifications and Section 6 – Standard Drawings, Plans, and Details of this document for additional information.

3.02 Improvement Plans

- A. Complete and detailed, and signed and sealed (in accordance with Utah Code 58-22-602) construction plans and drawings of improvements shall be submitted to the City for review prior to receiving final subdivision approval and prior to commencing construction. No construction shall begin until plans have been checked and approved by the City Engineer, final approval is granted by the City's Administrative Land Use Authority, and a pre-construction meeting is held with the City.
- B. The Engineer of Record must provide a written certification (signed and dated), to be included on the final improvement plans, that states the following:
 - 1. As the Engineer-of-Record, I hereby certify that to the best of my knowledge these construction plans and supporting documentation (Plans) comply with the applicable City Code, Public Works Standards, local, State, and Federal regulations, and general engineering practices (Standards). I understand and agree that:
 - a. The City's acceptance of these Plans shall not be construed to be a permit for, or an approval of, any variance from any provisions of the Standards.
 - b. Any communication from the City giving feedback on the Plans shall be construed as feedback only and shall not be interpreted as authorization to vary from or cancel the provisions of the Standards.
 - c. The City's acceptance of these Plans, or feedback from the City on whether the Plans meet the Standards, shall not prevent the City from requiring the correction of errors in the Plans at any time, including during the construction of improvements.
 - d. Any exceptions to the Standards granted by the appropriate governing agency have been provided in writing to the City.
- C. The following instructions are for the purpose of standardizing the preparation of drawings to obtain uniformity in appearance, clarity, size, and style. The plans and designs shall meet the standards defined in the specifications and drawings hereinafter outlined. The minimum information required on the drawings for improvements is as follows:
 - 1. All drawings and/or prints shall be clear and legible and conform to industry standard engineering and drafting practices.
 - 2. Drawings shall be legible and to a common scale when printed on 11"x17" paper.

3. Both plan view and centerline profile must be shown. On subdivisions along steep cross slopes, profiles for each side of the street may be required to be shown.
4. Plan and profiles shall indicate design and/or existing grades a minimum of 200 feet beyond the limits of the proposed project.
5. All wet utilities (water, sewer, storm drain, secondary, irrigation) shall be shown in plan and profiles views.
6. Each set of plans shall be accompanied by a separate sheet of details for special structures which are to be constructed and are not covered by the City Standards. All structures shall be designed in accordance with the minimum Harrisville City Standards and approved by the City Engineer.
7. Separate drawings of elements of the Harrisville City Standards shall not be required to be redrawn and submitted with the construction drawings unless specific deviations from the standards are requested for approval; however, the construction drawings shall refer to the specific items of the Standards that are to be incorporated into the Work.
8. The plan and profile construction plans shall be submitted in portable document format ("pdf"). Upon approval, the developer's engineer shall provide the City Engineer with electronic files of the final plat and improvement plans in AutoCAD or other City Engineer approved format. A hard copy of the accepted construction plans bearing the signature of the City Engineer shall be kept available at the construction site. Prior to final acceptance by the City, the developer, developer's representative, contractor, or project engineer shall submit to the City Engineer a set of "as built" drawings for permanent City file record.

3.03 Sanitary Sewer Design

- A. All design shall be in accordance with Utah Administrative Code R317.
 1. Changes in pipe size shall occur in a manhole. Match 0.8 depth point of sewer lines. (UAC R317-3-2-H)
 2. Drops are required for all flowline elevation differences in excess of two (2) feet.
- B. Pipe shall be as follows:
 1. 4-inch through 15-inch – ASTM D3034, SDR 35, green
 2. 18-inch and greater – ASTM F679, green
- C. All terminating sewer mains shall end with a city standard manhole.
- D. Service lateral connection shall not be allowed in sewer manholes.
- E. All sewer shall be gravity unless otherwise approved by the City.
- F. Collection lines shall be located in public rights-of-way or within a dedicated sewer easement in private road rights-of-way. Collection lines shall not be located on private property (easements)

without the express written permission from the City. If such case is granted, easement shall be a minimum width of 20 feet and shall be dedicated to Harrisville City.

- G. All sanitary sewer systems shall be public and shall connect to a public sewer line. Private sanitary sewer systems may be permitted on singularly owned property provided they discharge directly to a public sewer system and obtain the express written permission from the City.
- H. Slope of sewer mains shall not exceed 8% without approval of City Engineer.
- I. All sewer mains shall be cleaned and video inspected before substantial completion and again at the end of the warranty period.

3.04 Water Design

- A. Culinary water services for the City are provided by Bona Vista Water Improvement District. All design and construction related to the culinary water system shall be in accordance with Bona Vista's standards and specifications.
- B. Excavation permits are required for subterranean work on the culinary water system within the public right-of-way. All trenches shall be backfilled and full surface restoration performed per the City's standards and specifications.

3.05 Secondary Water Design

- A. All design and construction of secondary water services provided by Pineview Water Systems shall be in accordance with Pineview's standards and specifications.
 - 1. Excavation permits are required for subterranean work on the secondary water system within in the public right-of-way. All trenches shall be backfilled and full surface restoration performed per the City's standards and specifications.
- B. In areas that cannot be served secondary water by Pineview Water Systems, the development may petition the City to be annexed into the Four-Mile Special District (District). To be annexed into the District, the development must have adequate water shares and demonstrate the ability to create a viable pressurized secondary water system approved by the City Engineer and per the requirements of the District. Refer to the District's standards and specifications for the design and construction of the secondary water system.
 - 1. Excavation permits are required for subterranean work on the secondary water system within in the public right-of-way. All trenches shall be backfilled and full surface restoration performed per the City's standards and specifications.

3.06 Street/Road Design

- A. Streets shall be designed in accordance with these Standards, standard engineering practices, and AASHTO and MUTCD guidelines.
- B. Plans should show horizontal and vertical curve information, including radii, k-values, points of curvature, intersection, inflection, and tangency, etc.

- C. Local (residential) streets shall have not less than 333' radius curves² unless specifically approved by the City Engineer.
- D. No changes of grade in excess of 1.5% shall be permitted without a vertical curve.
- E. Sight triangles shall be shown at the request of the City Engineer and per City Code.
- F. Horizontal points of curvature shall not be located closer than 150' from the center of an intersection.
- G. Intersections
 - 1. Roadway centerlines shall intersect at 90 degrees. Where a 90-degree angle is not feasible, the intersection angle may be reduced to as low as 80 degrees with the City Engineer's concurrence. In no case shall the angle be less than 80 degrees.
 - 2. Intersections shall be no closer than 500-ft to one another, as measured from centerline to centerline.
- H. Cul-de-sacs
 - 1. Length of cul-de-sac shall not exceed 600 feet ft (as measured from the cul-de-sac center monument to the closest intersecting street centerline monument) as shown in the Standard Drawings.
- I. Pavement/Pavement Section
 - 1. Developments
 - a. Recommended pavement section shall be included in the Geotechnical Report submitted to the City but in no case shall the section be less than the minimum section shown in the Standard Drawings. See Appendix B of this document for Geotechnical Report Minimum Requirements, including testing requirements and design parameters.
 - 2. City Projects
 - a. Pavement section shall follow the Standard Drawings. If section differs from the Standard Drawings, the section shall be included in the Project plans.
 - 3. See Standard Drawings for minimum pavement section and notes.
- J. Temporary Turnarounds
 - 1. When turnaround cannot be constructed outside of subdivision, it shall be located on a portion of the subdivision lots (as needed) with the developer placing in escrow an amount of money sufficient to complete the street improvements to the subdivision boundary. These funds will be used at such time the street is extended.
 - 2. The lot(s) on which the turnaround is constructed shall be restricted as follows:

² AASHTO A Policy on Geometric Design of Highways and Streets (2018): Table 3-13, 30mph, $e = -2.0\%$.

- a. Platted as an “R” (restricted) lot.
 - b. This lot cannot be sold or building permits issued until the road is extended beyond the subdivision boundary, complete with curb, gutter, and sidewalk.
3. Drainage onto adjacent property must be by written approval (easement) of adjacent property owner.
4. When a temporary turnaround is required at the end of a road where the road and the extension of the road are parts of an approved phased development, in lieu of constructing a paved temporary turnaround in accordance with the Standard Drawings:
 - a. When extension of the road is expected to begin construction within 12 months of conditional acceptance of the road and associated temporary turnaround, Developer may construct 12-inch thick untreated base course temporary turnaround (dimensions per the Standard Plans) and place in escrow the cost of the asphalt paving.
 - b. If construction of the extension of the road has not begun within 12 months of conditional acceptance of the road and associated temporary turnaround, City may, at its discretion, utilize the monies in escrow to pave the temporary turnaround.

K. UDOT

1. Roadway intersections with UDOT-controlled streets shall be in accordance with UDOT standards. A copy of the approved UDOT Access and/or Encroachment Permit(s) shall be submitted to the City.

L. Street Amenities

1. Streetlights (see Drawings) shall be installed at a maximum spacing of 500 feet and at intersections, curves, overpasses, or as deemed necessary by the City.
2. Signs and traffic safety devices shall be placed as required by the City.

3.07 Storm Drain and Drainage Design

- A. See Appendix A for Storm Drain and Drainage Design Standards
- B. All City-owned storm drains shall be cleaned and video inspected before substantial completion and again at the end of the warranty period.

SECTION 4 CONSTRUCTION STANDARDS

4.01 General

A. General Conditions

1. Permit/License: When the work is in progress, Contractor shall have at the work site a copy of the permit and their contractor's license number.
2. Private Access: Temporary all-weather roadways, driveways, walks, and rights-of-way for vehicles and pedestrians shall be constructed and continuously maintained where required.
3. Street Excavation in Winter: Excavation of City streets during the winter months (herein defined as November 15 to April 1) will be allowed only if the work is a new service connection, required maintenance or emergency, or otherwise approved by the Public Works Department. Permanent patching of City streets excavated in the winter may be delayed until April 1 with the following provisions: Within five (5) working days from the completion of the excavation, the permittee provides/maintains a 1-1/2" thick temporary winter asphalt surface until such time as the permanent asphalt surface is installed; the permittee shall provide/maintain a temporary untreated base course surface until such time as the temporary winter asphalt surface is installed. These provisions apply regardless of whether the permittee or City crews are performing the permanent resurfacing.
4. Street Excavation in Summer: Excavation of City streets during the summer months is herein defined as April 1 to November 15. Permanent hot asphalt patching of City streets in the summer shall be within five (5) days from the completion of the excavation. The permittee shall provide/maintain a temporary untreated base course surface until such time as the permanent hot asphalt patch surface is installed.
5. Existing Utilities: The contractor shall use extreme caution to avoid a conflict, contact, or damage to existing utilities, such as power lines, sewer lines, storm drains, streetlights, telephone lines, cable television lines, water lines, gas lines, poles, or other appurtenances during the course of construction of this project. Any such conflict, contact, or damage shall be immediately communicated to said utility company and the Public Works Department. All projects shall be "Blue Staked" prior to construction.
6. Preconstruction Pictures: The permittee shall secure pictures of the conditions of the existing public way improvements such as curbing, sidewalk, landscaping, asphalt surfaces, etc. In the event that public way improvements are damaged and no pictures were taken, the Public Works Department will assume the correction of the damage is the responsibility of the permittee.

B. Licensing

1. Contractor (including all sub-contractors) must be licensed with the State of Utah: It is the policy of Harrisville City that contractors desiring to perform work in the City's public way

shall be properly licensed in the State of Utah. The acceptable licenses shall be in accordance with UAC R156-55a-301, as amended.

2. Exceptions: A license shall not be required by the City when the permittee is a public utility company. However, subcontractors for utility companies shall have a valid contractor's license.

C. Permits

Developer/Contractor is responsible for obtaining all necessary permits for the construction of the improvements prior to commencement of said improvements. Agencies/permits required may include, but are not limited to:

1. City Excavation

- a. Harrisville City's Department of Public Works issues permits to control any excavation and construction operations in the public right-of-way. All contractors, sub-contractors, and utility companies proposing to construct, repair, or replace any facility within the public right-of-way shall contact the Harrisville City Public Works Department and complete all permit requirements prior to commencing proposed work. See Title 7 of the City Code.
- b. Work by utility companies and contractors in constructing facilities in new subdivision streets shall be required to obtain an encroachment permit from the City and will be subject to City inspection and compliance with all requirements.
- c. Emergency Work
 - (i) Maintenance of pipelines or facilities in the public way may proceed without a permit when emergency circumstances demand the work be done immediately provided a permit could not reasonably and practicably have been obtained beforehand.
 - (ii) In the event that emergency work commences on or within any public way of the City, the Public Works Department shall be notified within one-half hour when the work commences or as soon as possible from the time the work is commenced. Contact shall be made to the City's "on call" personnel. If emergency work is commenced during off business hours, the Public Works Department will be notified within one (1) hour of the start of work on the first regular business day of which City offices are open after such work commences, and, at the discretion of the Public Works Department, a permit may be issued which shall be retroactive to the date when the work was begun. Before commencing the emergency work, all necessary safety precautions for the protection of the public and the direction and control of traffic shall be taken. None of the provisions of these regulations are waived for emergency situations except for the prior permit requirement.

- d. Enforcement: Violators of these regulations of working within the Public Way shall be subject to the provisions of the applicable Harrisville City Ordinances.
 - e. No Fee Permits: The Public Works Department reserves the right to issue “no fee permits” for work in the public way when the following conditions are met:
 - (i) When utility companies are doing excavation work and such work is required in conjunction with a City Public Works Department project and the work is required to be accomplished prior to the execution of the Public Works Department contract.
 - (ii) When the City Public Works Department is repairing or maintaining public way facilities such as curbs, gutters, cross drains, storm drains, traffic facilities, driveway, sidewalk, etc., and such work requires excavation.
 - f. Revocation of Permit Waivers: “Permit Waivers” shall be revoked by the Public Works Department if the work is found to be defective or requires action or supplemental inspection by the Public Works Department. In the revocation proceedings, the Public Works Department shall serve written notice which defines the problems encountered and the time (at least one day) the permittee has to correct the problem. If the work is not satisfactorily completed within the time specified, the “Permit Waiver” shall be revoked. The permittee shall be required to secure a Fee Permit before proceeding to complete the work.
 - g. Completion by City, Liability for Costs: If the work is unduly delayed by the permittee, or if the public interests so demand, the Public Works Department shall have authority to complete the permit work. The Public Works Department shall do the work only after written notice has been given to the permittee, and the permittee fails to respond to the Public Works Department’s request. The actual cost of such work incurred by the City including a fifteen percent (15%) overhead charge shall be paid by the permittee.
- 2. USACE/DWRi Stream Alteration
 - 3. UPDES
 - 4. Harrisville City Stormwater Construction Activity Permit
 - 5. Dam Safety (DWRi)
 - 6. UPRR Railroad Encroachment
 - 7. UTA Encroachment
 - 8. UDOT
 - 9. Weber County Surveyor’s Monument
- D. Excavation Operations
- 1. Blue Stakes: Before commencing excavation operations, the permittee shall call "Blue Stakes" at 1-800-662-4111 or 811.

2. Traffic Control Devices: Traffic control devices such as construction signs, barricades, and cones must be in place before excavation begins.
 3. Protection of Paved Surfaces: To avoid unnecessary damage to paved surfaces, backhoes, outriggers, tracked equipment, or any other construction equipment that may prove damaging to asphalt shall use rubber cleats or paving pads when operating on or crossing said surfaces.
 4. Open Trench Limits: Open trenches will be limited to one block at a time or 660 feet, whichever is less.
 5. Public Road Closure: No public roads shall be closed without prior written approval from Harrisville City. In the event of a planned road closure, Contractor shall notify the City, Public Works Department, Fire Department, emergency services dispatch, US Postal Service, Weber School District, and Utah Transit Authority (UTA) a minimum of 24 hours prior to the closure. In the case of an emergency, the above listed agencies will soon be notified at the soonest possible time.
 6. Sidewalk Closure: When it is permitted to close the sidewalk, flashing barricades and "Sidewalk Closed" signs must be placed on the sidewalk immediately adjacent to the work area. "Sidewalk Closed Ahead, Cross Here" signs must be placed at the closest adjacent sidewalks, intersections, or alternate routes to warn pedestrians of the closing so they may safely access the alternate route.
- E. Environmental Controls
1. Dust and Debris: The permittee or contractor shall keep dust and debris controlled at the work site at all times. If necessary, a container shall be provided for debris and dusty areas shall be wet down. The permittee or contractor shall be responsible for the cleanup of mud or debris from public roads deposited by vehicles or construction equipment exiting the work site. The City reserves the right to shut down the work or issue a citation if dust is not controlled.
 2. Noise: The permittee or contractor shall keep neighborhood free of noise nuisance in accordance with Title 11.20.190 - Performance Standards of the City Ordinances.
- F. Cleanup: The permittee or contractor shall remove all equipment, material, barricades, and similar items from the right-of-way. Areas used for storage of excavated material will be smoothed and returned to their original contour. Vacuum sweeping or hand sweeping shall be required when the City determines cleaning equipment is ineffective.
- G. Storm Water: All Contractors working within the boundaries of Harrisville City shall conform to all requirements and regulations as outlined by the Harrisville City Storm Water Management Plan. Copies of the plan are available in the Harrisville City Offices.
- H. Fencing and Signs

1. Fencing and barricade equipment shall conform to MUTCD standards. Fencing shall also conform to the following:
 - a. No advertisements shall be placed on barricades or construction signs.
 - b. Fencing and associated signs shall be removed and areas where signs are placed shall be restored to the pre-construction condition following construction.
2. Fencing (6' chain-link panels) shall be placed around all excavation pits adjoining pedestrian accesses traveled by the public. No construction activity (excavations, etc.) which may be of any risk to public safety shall remain unattended overnight.
3. All projects abutting the public rights of way shall be fenced.
4. Fences will be required on the perimeter of each new Subdivision where the property abuts an open canal, stream or river, or commercial or industrial zoned or used property or other dissimilar use.
5. Fences will be a minimum of six feet (6') high and of a type as approved by the Administrative Land Use Authority.
6. Fabric, slats, and other types of plastic materials will not be permitted on the fence.

4.02 Pre-Construction Conference

- A. The preconstruction conference shall not be held until the City's Administrative Land Use Authority has approved and signed the construction plans.
- B. A preconstruction conference shall be held before any excavation or other work is begun in the subdivision or Project. The meeting will include:
 1. City Engineer
 2. Developer or Project Manager
 3. Subdivision or Project Engineer
 4. All contractors and subcontractors involved with installing the subdivision or project improvements
 5. Representatives of affected Harrisville City Departments
 6. Representatives of local utility companies as may be required by Harrisville City.
- C. Items pertaining to the construction and inspection of the subdivision or Project improvements will be discussed.

4.03 Construction

- A. Specifications
 1. Contractor shall be responsible for constructing all improvements in accordance with the Technical Specifications, per Section 5 of this document.

2. No deviations will be allowed unless reviewed and authorized by the City on a case-by-case basis.

B. Plans and Details

1. Contractor shall be responsible for constructing all improvements in accordance with the Drawings, Plans, and Details, per Section 6 of this document.
2. No deviation will be allowed unless reviewed and authorized by the City on a case-by-case basis.
3. If as-built conditions of the improvements are found to be out of compliance with the approved improvement plans and tolerances contained in these Standards, it shall be the contractor's responsibility to remove those improvements and replace them with improvements that comply with the approved improvement plans and are within the given tolerances. Adjacent improvements may also require replacement to bring all improvements into compliance.

C. Sequence/Timing

1. All underground utility work shall be completed prior to placement and compaction of the roadway base course. Utilities, including service lines, not installed prior to roadway construction shall be bored as approved by the Director of Public Works.
2. All concrete collars shall be installed within fourteen (14) days of asphalt placement.

D. Inspection

1. All construction work involving the installation of improvements in the subdivision or project shall be subject to inspection by the City. It shall be the responsibility of the person responsible for construction to insure that inspections take place where and when required. Certain types of construction shall have continuous inspection, while others may have only periodic inspections.

E. Requests for Inspections

1. Requests for inspections shall be made to the Public Works Department through the City's Online Permit Portal by the person responsible for the construction.
2. Requests for inspection on work requiring continuous inspection shall be made three (3) working days prior to the commencing of the work.
3. Notice shall also be given one (1) day in advance of the starting of work requiring periodic inspection, unless specific approval is given otherwise by the City.

F. Continuous inspection

1. May be required on (but not limited to) the following types of work:
 - a. Laying of street surfacing
 - b. Placing of concrete for curb and gutter, sidewalks, and other structures

- c. Laying of sewer pipe, irrigation pipe, drainage pipe, water mains, water service laterals and testing.
 - 2. On construction requiring continuous inspection, no work shall be done except in the presence or by permission of the City Engineer or authorized city representative.
- G. Periodic inspections
- 1. Shall be required on (but not limited to) the following types of work:
 - a. Street grading and gravel base
 - b. Excavations for curb and gutter and sidewalks
 - c. Excavations for structures
 - d. Trenches for laying pipe
 - e. Forms for curb and gutter, sidewalks and structures
- H. Substantial and Final Completion Inspections
- 1. A substantial completion inspection shall be requested by the Contractor and made by the City Engineer or authorized representative after all construction work is completed. Any faulty or defective work shall be corrected by the persons responsible for the work within a period of thirty (30) days of the date of the City Engineer's or authorized representative's Punchlist defining the faulty or defective work.
 - 2. A final completion inspection shall be requested by the Contractor and made by the City Engineer or authorized representative after all faulty and defective work has been corrected.
- I. Testing
- 1. Development Projects
 - a. Developer/Contractor shall select, hire, and pay a City-approved qualified testing firm.
 - b. Developer/Contractor shall be responsible for all testing in accordance with the Technical Specifications per Section 5 of this document.
 - c. A representative of the City Public Works Department or City Engineer shall be notified and be on-site when testing is to be conducted.
 - d. Testing reports shall be submitted to City weekly or more frequently as required for review. Areas with failed tests shall be corrected and retested.
 - e. Failure to have improvements tested as they are constructed may be cause for work stoppage or rejection by City.
 - f. City has the option to conduct independent testing at their discretion.
 - 2. City Projects

- a. The Contractor shall select, hire, and pay a City-approved qualified testing firm.
- b. Contractor shall be responsible for coordinating all testing and ensuring it is conducted in accordance with the Technical Specifications per Section 5 of this document.
- c. Testing reports shall be submitted to City weekly or more frequently as required for review. Areas with failed tests shall be corrected and retested.
- d. Failure to have improvements tested as they are constructed may be cause for work stoppage or rejection by City.
- e. City has the option to conduct independent testing at their discretion.

J. Safety

1. Contractor is solely responsible for jobsite safety.
2. Contractor shall comply with all local, state, and federal rules and regulations regarding jobsite safety.
3. City and/or its authorized representatives shall have the authority to shut down a job when unsafe working conditions are found.

4.04 Miscellaneous

A. Enforcement

1. Violators of the regulations as set forth in the Harrisville City Standards for work in the Public Way shall be subject to the provisions as set forth in the current City Code.

B. Guarantees

1. City's Protective Liability Insurance: The permittee shall indemnify and hold the City harmless from and against any and all liability, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and counsel fees, arising from or growing out of any injury to or death of any person or persons, whomsoever, or for loss of or damage to any property whatsoever, (including loss or damage to the tools, plant, or equipment of the permittee) resulting directly or indirectly from the carrying on of the work herein specified.
2. Bonding: Bonding as required by Harrisville City Code, Ordinance, and current rate structure.

SECTION 5 TECHNICAL SPECIFICATIONS

5.01 Technical Specifications for Harrisville City

- A. Adoption of Divisions 01 through 34 of the Manual of Standard Specifications, as published by Utah LTAP Center, Utah State University, Logan, Utah, current edition, with all published amendments. (Commonly known as the *APWA Specifications*)
- B. Modifications and Additions to Manual of Standard Specifications (see Appendix D)

5.02 Order of Precedence

- A. Approved project-specific specifications (when applicable)
- B. Modifications and Additions to Manual of Standard Specifications (APWA)
- C. Manual of Standard Specifications (APWA), current edition, with all published amendments

SECTION 6 STANDARD DRAWINGS, PLANS, AND DETAILS

6.01 Standard Drawings, Plans, and Details for Harrisville City

- A. Harrisville City Standard Drawings, current edition (See Appendix E)
- B. Adoption of Manual of Standard Plans, published by Utah LTAP Center, Utah State University, Logan, Utah, current edition, with all published amendments. (Commonly known as the *APWA Plans*)

6.02 Order of Precedence

- A. Approved project-specific drawings and details (when applicable)
- B. Harrisville City Standard Drawings, current edition
- C. Manual of Standard Plans (APWA), current edition, with all published amendments, when not covered by one of the aforementioned items

APPENDIX A – STORM DRAIN AND DRAINAGE DESIGN GUIDELINES

APPENDIX A

STORM DRAIN AND DRAINAGE DESIGN STANDARDS

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A1. General Provisions

- A. This document represents the reporting, design, and construction standards for private and public design and construction as it relates to storm drainage within the City.
- B. A Storm Water Report is required for all new development and redevelopment projects.
- C. Implementation of LID measures and 80th percentile storm retention does not reduce or eliminate the requirement for detention/retention as contained in this document but may be included within the designed detention/retention volumes calculated.

A2. Definitions and Acronyms

The following terms shall be defined as follows in this document relating to storm water:

- A. 80th Percentile Storm – The rainfall event whose precipitation total is greater than or equal to 80 percent of all storm events over a given period of record.
- B. Best Management Practices (BMPs) – Construction practices and control measures necessary to protect against pollution generated by construction sites.
- C. Common Plan of Development – "Common plan of development or sale" means one plan for development or sale, separate parts of which are related by any announcement, piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, plat, blueprint, contract, permit application, zoning request, computer design, etc.), physical demarcation (including contracts) that identify the scope of the project. A plan may still be a common plan of development or sale even if it is taking place in separate stages or phases, is planned in combination with other construction activities, or is implemented by different owners or operators.¹ Common plans of development may be residential, commercial, or industrial in nature.
- D. Detention Basin –A water storage pond designed to store a volume of water that reduces the post-development peak runoff of a storm to the pre-development runoff rate or other rate as defined by the governing body. This is accomplished by the use of an outlet which controls the rate of flow out of the pond into the receiving storm drain or water body. Detention ponds contain an inlet, outlet, and spillway; the inlet and outlet may be one and the same. The detention basin is intended to drain the storm water within a period of time to make the volume available for the next storm event.
- E. Development – Any man-made change to unimproved land, including but not limited to site preparation, excavation, filling, grading, paving, and construction of buildings or other structures.
- F. Disturb – To alter the physical condition, natural terrain or vegetation of land by clearing, grubbing, grading, excavating, filling, building or other construction activity.

¹ General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s); State of Utah Department of Environmental Quality, Division of Water Quality; November 20, 2016

- G. Drain Inlet – A point of entry into a sump, storm water basin, or storm drain system.
- H. Drinking Water Source Protection Zone – Zones determined by geo-hydrology designed to protect groundwater aquifers of a well in a culinary water system.
- I. DWQ – Acronym for Division of Water Quality, a division of the UDEQ.
- J. Freeboard – The vertical distance between the emergency spillway and the top of the basin embankment.
- K. General Permit for discharges from MS4 (Permit) – Authorization for a municipal separate storm sewer system to discharge storm water into waters of the United States.
- L. Hardscape – Generally impervious areas, typically streets, sidewalks, driveways, parking areas, and roofs.
- M. Infiltration – The movement of water through the soil surface and into the soil;² the movement of water downward from the ground surface through the upper soil.³
- N. Infiltration Rate – The rate at which water actually enters the soils during a storm.²
- O. Infiltration System (storm water) – A system which is designed to return storm water runoff into an underground aquifer.
 - 1. Bioretention facilities, rain gardens, and tree boxes that are designed to slow down and hold storm water runoff for biological treatment and use by vegetative uptake are not considered to be infiltration systems if they are isolated from groundwater. Groundwater isolation may be achieved with impermeable liners or an underdrain that does not discharge into a dug, bored, drilled or driven well, improved sinkhole or other subsurface fluid distribution system.
 - 2. The discharge of storm water piping below grade for the purpose of infiltration is considered a Class V injection well facility.
- P. Injection Well, Class V – As defined in Utah Administrative Code R317-7-2:
 - 1. A bored, drilled, or driven shaft whose depth is greater than its largest surface dimension, OR
 - 2. A dug hole whose depth is greater than its largest surface dimension, OR
 - 3. An improved sinkhole, OR
 - 4. A subsurface fluid distribution system.
- Q. Low Impact Development (LID) – An approach to land development (or re-development) that works with nature to more closely mimic pre-development hydrologic functions, reduces or minimizes the quantity of storm water runoff, and protects or improves water

² Linsley/Franzini/Freyberg/Tchobanglous. (1992). *Water Resources Engineering and Environmental Engineering*. New York: McGraw-Hill Inc.

³ Lindeburg. (2003). *Civil Engineering Reference Manual*. Belmont, CA: Professional Publications, Inc.

- quality in receiving water bodies.
- R. LID Analysis and Report – A written analysis of a development or redevelopment site that (1) identifies appropriate methods to reduce storm water runoff, (2) identifies the pollutants to target for each drainage area, and (3) selects appropriate structural controls to implement on the site.
 - S. Municipal Separate Storm Sewer System (MS4) – The storm water conveyance system owned by the City which includes streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains. For a full definition, see UAC 317-8.
 - T. Outlet – The discharge mechanism of a detention basin, typically a pipe containing a head gate or orifice to control the release of water out of the basin.
 - U. Percolation – The movement of water through the subsurface soil layers, usually continuing downward to the groundwater table,³ measured by a Standard Percolation Test in units of minutes per inch.
 - V. Pollutant – Chemicals, sediment, trash, disease-carrying organisms, and other contaminants picked up by storm water which is conveyed into rivers, streams, and other water bodies.
 - W. Redevelopment – Alteration of a property that change the footprint of a site or building.
 - X. Retention Basin –A water storage pond designed to store the runoff volume of a storm and dispose of water through percolation, infiltration, and evaporation within a period of time to make the volume available for the next storm event. A retention basin contains an inlet and spillway, but no structural outlet.
 - Y. Softscape – Generally pervious areas, such as native vegetation and landscaped areas.
 - Z. Spillway, Emergency – A storm drain basin feature that controls and guides storm water as it spills over the basin’s embankment.
 - AA. Spillway, Internal – A storm drain basin feature that allows excess water to leave the basin through discharge piping which is set at an elevation below the emergency spillway.
 - BB. Storm Drain System – The system of conveyances (including but not limited to catch basins, detention basins, retention basins, infiltration galleries, curbs, gutters, ditches, cross drains, roads, man-made channels, sumps, pipes, etc.) owned and operated by the City, which is designed and used for collecting and/or conveying storm water.
 - CC. Storm Water Pollution Prevention Plan (SWPPP) – A written plan that evaluates and minimizes the impact of pollutants on storm water through the use of control measures and activities that target pollution sources. A SWPPP template can be found on the UDEQ Water Quality website.
 - DD. Storm Water Report – A written analysis of a development or redevelopment site that estimates the volume and rate of storm water runoff generated by the proposed improvements. The report details rationale and calculations for establishing the sizes of storm water piping and storage facilities in compliance with this document. This Report

shall also contain the calculations for determining the 80th Percentile Storm volume and methods evaluated and selected to manage the rainfall on-site.

1. This Report may be combined with the LID Analysis and Report.

EE. Storm Water Runoff – Precipitation that is not intercepted or otherwise captured at a site which eventually enters into natural water bodies such as rivers, streams, and lakes.

FF. Subsurface Fluid Distribution System – An assemblage of perforated pipes, drain tiles, or other similar mechanisms intended to distribute fluids below the surface of the ground. (i.e. infiltration galleries, underground retention)

GG. UAC – Acronym for Utah Administrative Code.

HH. UDEQ – Acronym for Utah Department of Environmental Quality.

A3. Rainfall Hydrology

A. All storm drain system components shall be designed to accommodate the 100-year storm event, unless otherwise stated.

B. Storm Specifications

1. Local storm drain piping shall be designed for the 10-year storm, where the street or other aboveground conveyance will carry the difference to the 100-year storm.
2. Storm drain piping connecting two (2) streets through private property shall be designed for the 100-yr storm.
3. Local detention basins, including all piping into the basin from the nearest point of entry, shall be designed to accommodate the 25-year storm event.
4. Local retention basins, including all piping into the basin from the nearest point of entry, shall be designed to accommodate the 100-year, 2-hour storm.
5. Regional detention basins, including all piping into the basin from the nearest point of entry, shall be designed to accommodate the 100-year storm event. Regional basins shall be defined as basins that take runoff from multiple developments or other communities, or those basins on natural creeks or waterways as per City Engineer.
6. The storm duration used for the sizing of basins shall be based upon the worst case scenario.
7. See Exhibits 1 and 2 for rainfall data.

C. Hydrologic Methodology

1. Parameters

- a. Hardscape – Proposed streets and sidewalk areas plus the estimated hardscape areas determined by using a recent subdivision with similarly sized lots, or calculated area as measured from approved site plan.

- b. Softscape – The remaining area of the subdivision not hardscape.
- 2. Developments less than 20 acres
 - a. The Rational Method may be used. A computer model may also be used. See paragraph 3 for more information.
 - b. Rainfall Intensity – When using the Rational Method, use the rainfall intensity table provided in Exhibit 1 of this document.
 - c. Runoff Coefficients – The following C-values shall be used when using the Rational Method:
 - i. Hardscape – 0.90
 - ii. Softscape (open space, landscaping) – 0.25
 - iii. Values from published sources may be used when pre-approved by the City Engineer.
- 3. Developments larger than 20 acres
 - a. A City Engineer-approved computer model shall be used.
 - b. Rainfall Pattern and Depth – The following rainfall pattern shall be used. This pattern is based on the Farmer-Fletcher Distribution. This pattern is for a 1-inch unit storm and must be multiplied by rainfall depth for storms of other magnitudes, as provided in Exhibit 2.

Farmer-Fletcher Distribution

Unit Storm

Time (Min.)	Depth (inches)	Time (Min.)	Depth (inches)	Time (Min.)	Depth (inches)	Time (Min.)	Depth (inches)	Time (Min.)	Depth (inches)	Time (Min.)	Depth (inches)
1	0	11	0.004	21	0.033	31	0.052	41	0.012	51	0.005
2	0	12	0.005	22	0.034	32	0.045	42	0.011	52	0.005
3	0.002	13	0.008	23	0.035	33	0.04	43	0.01	53	0.004
4	0.002	14	0.009	24	0.038	34	0.035	44	0.009	54	0.004
5	0.002	15	0.009	25	0.039	35	0.03	45	0.009	55	0.004
6	0.002	16	0.013	26	0.045	36	0.022	46	0.008	56	0.003
7	0.002	17	0.017	27	0.052	37	0.02	47	0.006	57	0.003
8	0.002	18	0.02	28	0.054	38	0.018	48	0.006	58	0.002
9	0.003	19	0.024	29	0.054	39	0.016	49	0.005	59	0.002
10	0.003	20	0.029	30	0.054	40	0.014	50	0.005	60	0.001

A4. Storm Drain System

- A. Independent System (applicable to all new construction)
 - 1. Irrigation waters shall not be conveyed in storm drain systems without approval from the City.
- B. Groundwater
 - 1. Where adverse groundwater conditions exist, the City may allow the installation of a subsurface land drain system. Laterals may be installed to each lot for clear groundwater only (surface water may be permitted only upon approval from the City Engineer). Subsurface lines shall be installed with a slope adequate for proper drainage without the use of pumps. A backflow control device may be required at the confluence of the land drain system and storm drain system, as determined by the City Engineer.
- C. Piping
 - 1. Storm Drain Lines
 - a. All storm drain lines considered part of the City's storm drain system shall be reinforced concrete pipe (RCP), of appropriate class when installed in the public right-of-way.
 - b. Minimum size for storm drain mains shall be 15-inch diameter.
 - c. Public storm drain pipes shall not be curved.
 - d. See section A3 for sizing requirements.
 - 2. Land Drain Lines
 - a. All land drains shall be RCP or PVC.
 - b. Minimum size for land drain mains shall be 8-inch diameter.
 - c. Minimum size for land drain laterals shall be 4-inch diameter.
 - 3. Pipe specifications are included in Section 5 of the Public Standards.
 - 4. Pioneering Agreement – Where determined by the City Engineer and/or the Storm Drain Capital Facilities Plan, larger drain lines shall be installed to accommodate future development. The cost to provide adequate storm drainage for a development shall be paid for by the Developer. Upsizing will be coordinated at the time of development. The cost of upsizing will be the responsibility of the City or as defined in the agreement.
- D. Access – Storm drain lines shall have cleanout boxes, inlets, or manholes installed at all changes in grade or alignment, with a maximum distance of 400 feet between accesses. Structures shall be installed in accordance with the Technical Specifications and Standard Drawings.

E. Sumps

1. Sumps are not allowed in the City's storm drain system, except as approved by the City Engineer on a case-by-case basis.
2. Sumps shall not be permitted within zones 1, 2, or 3 of any Drinking Water Source Protection Zone of any drinking water source.
3. Class V Injection Well permitting is required.
4. Lines from sump pumps shall not be connected to the face of the curb and gutter.

F. Grates

1. Grates shall be provided at all entrances/exits of the storm drain system, and on the upstream end of all culverts greater than 50-ft in length.

A5. Detention and Retention Basins**A. When Required**

1. Storm drainage basins are required for all development and redevelopment sites in the City. Residential developments less than one acre may not be required to have a basin as determined by the City Engineer.
2. In an effort to increase the City's ability to more easily manage storm events, Regional Detention Basins shall be constructed wherever possible, as shown in the City's Storm Water Capital Facilities Plan.
3. As shown in the City's Storm Water Capital Facilities Plan, Developer may be required to participate in the construction of a new regional detention basin or the upgrading of an existing detention basin that is designated as a regional detention basin in lieu of onsite detention within the proposed development, if the development is located within a regional detention basin's drainage subbasin.

B. Basin Property, Easement, and Access

1. Public Basins – Public basins shall be located on a separate parcel dedicated to the City with frontage along a public roadway. The developer shall provide the City permanent access to any public basin.
2. Private Basin – Private basins serving multiple lots shall be located on a separate parcel, owned by the Homeowners' or Landowners' Association. Private basins serving a single lot shall be located within the lot. The City shall be provided an easement to, around, and across the basin for inspection, emergency access, operation, and/or repair for a private basin.
3. Access – Each basin shall be constructed with sufficient, all-weather, drivable access to all structures from a public street. A turnaround area shall be provided at the termination of the access road.

C. Maintenance and Ownership

Actual ownership and responsibility shall be specifically defined in the Owner's Dedication, Certificates, Development Agreements, or by Deed.

1. Local Basins – Local basins shall be constructed by the developer. Following conditional acceptance of the construction, the operation and maintenance shall be conveyed to the City when applicable.
2. Regional Basins – Regional basins shall be owned and maintained by the City, constructed according to the criteria herein, and approved of the City Engineer.
3. Private Basins
 - a. Single Lots (Non-residential only) – When approved, private basins shall be owned and maintained by the property owner.
 - b. Multiple Lots – When approved, private basins shall be owned and maintained by the Homeowners' or Landowners' Association.
 - c. Access may be provided from a private street provided an access easement is granted to the City providing access to/from the basin from a public street.
 - d. For all private basins, Developer is required to enter into a Long-Term Storm Water Maintenance Agreement with the City.

D. Basin Volume

1. All basin designs and calculations shall be included in the Storm Water Report and submitted to and reviewed by the City Engineer for approval.
2. Volume shall be measured to the internal spillway (overflow) elevation.
3. Volume in pipes, ditches, or roadside swales shall not be considered in the volume calculation for detention and retention basins.
4. No volume reduction is permitted for percolation in a basin, due to the nature of basins becoming silted in over time, and possibility of frozen ground conditions in conjunction with a storm event.
5. Storage of water shall not be allowed in parking lots.

E. Allowable Discharge Design

1. See Section A3.B for storm specifications.
2. Discharge shall not exceed the lesser of:
 - a. Pre-development runoff with pre-development, meaning the condition of the land prior to settlement, or
 - b. The discharge rate determined by using the standard rate of 0.1 cubic feet per second per total acre.

Show all calculations or provide spreadsheet or program file.

3. Calculations shall be based on the total acreage of the development draining to the basin.
4. Pass-through of offsite drainage through the development must be considered and will be allowed.

F. Detention and Retention Basin Elements

1. Depth – Basins should not exceed three (3) feet in depth as determined from its lowest point to the overflow or spillway, unless it is completely fenced and secured from trespassing, or as otherwise approved by the City.
2. Side slopes – Side slopes shall not be steeper than 4:1 (horizontal to vertical).
3. Bottom Slope – The basin floor shall be designed so as to prevent the permanent ponding of water. The slope of the floor of the basin shall not be less than 1% to provide drainage of water to the outlet grate and prevent prolonged wet, soggy, or unstable soil conditions. Preferred minimum slope is 2%.
4. Freeboard – At least one (1) foot of freeboard is required (berm above the high water mark).
5. Shape – The shape of the basins shall generally be square or round to promote ease of access and maintenance. Narrow or irregular shaped basins are to be avoided.
6. Spillways
 - a. The spillway shall be designed to carry the 200-year storm flow minus the 100-year storm flow which is handled by the outlet control structure.
 - b. Spillways shall introduce flows back into the pipe or stream downstream of the outlet control.
 - c. Spillways shall include a maintained swale and drainage easement to a safe location.
 - d. The spillway shall be designed to prevent erosion.
 - e. All spillways shall be designed to protect adjacent embankments, nearby structures, and surrounding properties.
7. Ground Covers – The surface area of the basin shall be hydro-seeded, sodded, or covered with fabric and cobble, as specified by the City. Cobble shall be four (4) inches in diameter or greater overlying a weed barrier approved by the City Engineer. Approved seed mixtures are found in the Technical Specifications. A minimum of four (4) inches of top soil must be installed prior to sod or hydro-seed placement. A sprinkler irrigation system is also required for all grassed basins. Developer/contractor is responsible for establishing vegetation.

8. Embankment (Fill) Construction – If a raised embankment is constructed for a basin (constructed with granular materials), it shall be provided with a minimum of 6-inches of clay or bentonite cover on the inside of the berm to prevent water passage through the soil.
 9. Excavation (Cut) Construction – If the basin is constructed primarily by excavation, then it may be necessary to provide an impermeable liner (for detention basins) and land drain system when constructed in the proximity of basements or other below grade structures as determined by the geotechnical investigation.
 10. Multi-Use Basins – Basins may be designed as multi-use facilities when appropriate precautions are incorporated into the design. If amenities such as pavilions, playground equipment, volleyball courts, etc. are to be constructed within the water detention area of a basin, they shall be designed appropriately. Structures shall be designed for saturated soil conditions and bearing capacities are to be reduced accordingly. Restrooms shall not be located in areas of inundation. Inlet and outlet structures should be located as far as possible from all facilities. No wood chips or floatable objects may be used in the area that will be inundated.
 11. Fencing – A conveniently-located access gate, appropriately sized for entrance by maintenance vehicles and equipment, shall be provided for fenced basins. Fencing should not be located at the top of the basin embankment where maintenance equipment, vehicles, and personnel need access. Fencing shall be 6-ft tall chain link in accordance with these Public Works Standards and shall conform to City Zoning Requirements.
- G. Detention Basins (LID BMPs may be incorporated when approved, See Sections A6 and A7)
1. Percolation – No reduction due to percolation for detention basins volumes shall be permitted.
 2. Outlet Control
 - a. Private detention basins and local public detention basins may have a calculated fixed orifice plate mounted on the outlet of the basin.
 - b. Regional detention basins shall have movable, screw-type head gates set at the calculated opening height with a stop block required to carry the maximum allowable discharge.
 - c. All detention basins shall be designed to drain within forty eight (48) hours of the primary storm event.
 3. Low Flow Piping – The inlet and outlet structures may be located in different areas of the basin, requiring a buried pipe to convey any base flows that enter and exit the basin (cross gutters and surface flows are prohibited unless a natural stream flows through the basin or as approved by the City). The minimum pipe size and material for the low flow pipe shall be 12-inch RCP or as otherwise specified by the City Engineer.

4. Oil/Sediment Separators
 - a. Sizing and design of oil/sediment separators shall be reviewed by the City Engineer and City Personnel prior to installation.
 - i. Manufacturer's recommendations for sizing must be followed with calculations submitted to the City.
 - ii. Consideration must be given to frequency and ease of maintenance of the structure
 - iii. Separator may either be installed upstream or downstream of detention basin, appropriately size for such location.
 - b. Any site dealing with large parking lots or particularly dirty parking lots such as auto repair and maintenance will be required to have an oil separator.
 - c. Private basins shall have contracts in place with a local sewer company to periodically clean the Separator (at least annually).
- H. Retention Basins (excludes 80th Percentile Storm Retention; see Section A7)
 1. Retention basins must be specifically approved by the City Engineer.
 2. Retention basins shall not be permitted within zones 1 or 2 of any Drinking Water Source Protection Zone of any drinking water source.
 3. An approved oil/sediment separator shall be installed upstream of retention basin.
 4. Retention Basin Criteria – Retention basins may be permitted if the following conditions apply:
 - a. The distance between the nearest City storm drain and the boundary of the development is greater than:
 - i. For residential development: 500 feet or 50 feet times the number of lots in the entire development (whichever is greater);
 - ii. For commercial development: 20 feet times the number of parking stalls on the site.
 - b. The basin is not located within a Hazardous Area (such as a steep slope) or some other sensitive area (such as a Drinking Water Source Protection Zone).
 - c. Site is topographically incapable of draining to the City system.
 - d. Recommendation by the City Engineer.
5. Percolation Rate for Retention Basins
 - a. A percolation test shall be performed by a licensed tester. The percolation test shall be performed at the elevation of the proposed grade of the bottom of the retention basin.

- b. Due to degradation of soils ability to percolate over time, only 80% of the percolation rate shall be used in the calculations for the retention basins.
- 6. Retention basins shall be designed to completely drain within 48 hours of the primary storm event.
- I. Subsurface Fluid Distribution Systems
 - 1. Subsurface Fluid Distribution Systems are allowed for private basins only.
 - 2. See Paragraph H for requirements related to Percolation Rate for Retention Basins.
 - 3. A Class V injection well permit is required.
 - 4. An approved oil/sediment separator shall be installed upstream of subsurface fluid distribution system.
 - 5. Subsurface Fluid Distribution Systems are not allowed for storm water disposal if located in Zone 1 or 2 of a drinking water source. They may be allowed in Zone 3 or 4 of a drinking water source if they are equipped with appropriate pretreatment and approved by the City Engineer.
 - 6. Examples of Subsurface Fluid Distribution Systems include but are not limited to: ADS StormTech® systems, ACF Environmental R-Tanks® and similar; perforated pipe infiltration galleries, etc.
 - 7. Subsurface Fluid Distribution Systems are only allowed when the bottom of the system is 2 feet above the highest estimated groundwater level. See the State LID Manual for guidance.

A6. Water Quality

- A. Long-term Best Management Practices (BMPs) shall be used to maintain, to the maximum extent practical, the quality of the water to the pre-developed condition.
- B. Construction BMPs shall be implemented per the City's Storm Water Management Plan.

A7. Low Impact Development

All new development and redevelopment projects equal to or greater than one (1) acre, or projects that are less than one (1) acre that are part of a larger common plan of development or sale, shall be required to evaluate Low Impact Development (LID) approaches to infiltrate, evapotranspiration, and/or harvest and use storm water from the site to protect water quality.⁴

A. 80th Percentile Storm Retention

- 1. All new development and redevelopment projects equal to or greater than one (1) acre, or projects that are less than one (1) acre that are part of a larger common plan of development or sale, shall be required to manage rainfall on-site, and prevent the off-

⁴ Adapted from General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s); State of Utah Department of Environmental Quality, Division of Water Quality; May 12, 2021.

site discharge of the precipitation from all rainfall events less than or equal to the 80TH percentile rainfall event [storm]. This objective must be accomplished by the use of practices that are designed, constructed, and maintained to infiltrate, evapotranspiration, and/or harvest and reuse rainwater. If meeting this retention standard is technically infeasible, a rationale shall be provided on a case-by-case basis for the use of alternative design criteria. The project must document and quantify that infiltration and evapotranspiration have been used to the maximum extent technically feasible and that full employment of these controls are infeasible due to site constraints.³

2. In the City, the 80th percentile storm has been determined to be 0.43 inches of depth.
 3. The intent is to manage water as close as possible to the point at which it falls.
 4. Calculations and implementation rationale must be contained in the Storm Water Report.
 5. LID measures should be implemented to meet the 80th Percentile Storm requirements.
- B. Implementation of this retention standard does eliminate the requirement for detention/retention basins as described in Section A5 but may be included within the designed detention/retention volumes calculated.
- C. Structural controls may include green infrastructure practices such as:
1. Rain gardens
 2. Bioretention cells
 3. Bioswales
 4. Vegetated strips
 5. Tree box filters
 6. Green roofs
 7. Permeable pavement or pavers (not permitted on public streets)
 8. Infiltration basin/trench
 9. Rainwater harvesting (e.g. rain barrels)
 10. Preservation of vegetation (non-disturbance)
 11. Xeriscaping
 12. Others as approved by the City Engineer
- D. LID approaches must be evaluated and detailed in a LID Analysis and Report, which shall be submitted to and approved by the City Engineer.

- E. If an LID approach cannot be utilized, the Applicant must document an explanation of the reasons preventing this approach and the rationale for the *chosen alternative controls* on a case by case basis for each project.³
- F. Implementation of LID measures does not reduce or eliminate the requirement for detention/retention basins as described in Section A5 but may be included within the designed detention/retention volumes calculated.

EXHIBIT 1 – NOAA POINT PRECIPITATION FREQUENCY ESTIMATES – INTENSITY



NOAA Atlas 14, Volume 1, Version 5
Location name: Ogden, Utah, USA*
Latitude: 41.281°, Longitude: -111.9856°
Elevation: 4296.5 ft**
* source: ESRI Maps
** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.62 (1.42-1.87)	2.03 (1.80-2.35)	2.77 (2.44-3.19)	3.47 (3.02-4.01)	4.60 (3.91-5.35)	5.64 (4.64-6.64)	6.90 (5.50-8.21)	8.39 (6.44-10.2)	10.8 (7.82-13.6)	13.1 (8.99-16.8)
10-min	1.23 (1.07-1.42)	1.55 (1.37-1.79)	2.11 (1.85-2.44)	2.64 (2.30-3.05)	3.50 (2.98-4.07)	4.29 (3.53-5.05)	5.25 (4.18-6.25)	6.38 (4.90-7.76)	8.23 (5.95-10.3)	9.95 (6.84-12.8)
15-min	1.02 (0.888-1.17)	1.28 (1.13-1.48)	1.74 (1.53-2.01)	2.18 (1.90-2.52)	2.89 (2.46-3.36)	3.55 (2.92-4.18)	4.34 (3.46-5.17)	5.28 (4.05-6.42)	6.80 (4.92-8.54)	8.22 (5.66-10.6)
30-min	0.684 (0.598-0.790)	0.860 (0.762-0.994)	1.17 (1.03-1.35)	1.47 (1.28-1.70)	1.95 (1.65-2.26)	2.39 (1.97-2.81)	2.92 (2.33-3.48)	3.55 (2.73-4.32)	4.58 (3.31-5.75)	5.54 (3.81-7.11)
60-min	0.424 (0.370-0.488)	0.532 (0.471-0.616)	0.726 (0.637-0.838)	0.908 (0.791-1.05)	1.20 (1.02-1.40)	1.48 (1.22-1.74)	1.81 (1.44-2.15)	2.20 (1.69-2.67)	2.84 (2.05-3.56)	3.43 (2.36-4.40)
2-hr	0.273 (0.242-0.311)	0.341 (0.302-0.389)	0.440 (0.390-0.500)	0.534 (0.468-0.610)	0.692 (0.593-0.797)	0.836 (0.700-0.974)	1.01 (0.817-1.19)	1.21 (0.947-1.47)	1.55 (1.13-1.93)	1.85 (1.30-2.37)
3-hr	0.210 (0.189-0.236)	0.259 (0.233-0.291)	0.323 (0.289-0.363)	0.384 (0.342-0.432)	0.482 (0.420-0.546)	0.574 (0.491-0.659)	0.689 (0.573-0.803)	0.824 (0.664-0.980)	1.05 (0.799-1.30)	1.25 (0.916-1.59)
6-hr	0.143 (0.131-0.157)	0.174 (0.159-0.192)	0.210 (0.191-0.232)	0.243 (0.219-0.270)	0.293 (0.261-0.327)	0.335 (0.294-0.377)	0.382 (0.330-0.437)	0.435 (0.368-0.505)	0.546 (0.446-0.657)	0.647 (0.512-0.806)
12-hr	0.091 (0.083-0.099)	0.111 (0.102-0.122)	0.133 (0.122-0.147)	0.153 (0.139-0.169)	0.183 (0.165-0.204)	0.208 (0.185-0.233)	0.235 (0.205-0.267)	0.264 (0.225-0.304)	0.308 (0.255-0.363)	0.343 (0.277-0.413)
24-hr	0.056 (0.051-0.061)	0.069 (0.063-0.075)	0.082 (0.075-0.089)	0.093 (0.085-0.101)	0.108 (0.099-0.118)	0.120 (0.109-0.130)	0.132 (0.120-0.144)	0.144 (0.130-0.157)	0.160 (0.144-0.184)	0.174 (0.154-0.210)
2-day	0.033 (0.030-0.036)	0.040 (0.037-0.044)	0.048 (0.044-0.052)	0.054 (0.050-0.058)	0.062 (0.057-0.067)	0.068 (0.063-0.074)	0.075 (0.068-0.081)	0.081 (0.074-0.088)	0.089 (0.081-0.097)	0.095 (0.086-0.106)
3-day	0.024 (0.022-0.026)	0.029 (0.027-0.032)	0.035 (0.032-0.038)	0.039 (0.036-0.043)	0.045 (0.042-0.049)	0.050 (0.046-0.054)	0.055 (0.050-0.060)	0.060 (0.054-0.065)	0.066 (0.060-0.072)	0.071 (0.064-0.078)
4-day	0.019 (0.018-0.021)	0.024 (0.022-0.026)	0.028 (0.026-0.031)	0.032 (0.030-0.035)	0.037 (0.034-0.040)	0.041 (0.038-0.045)	0.045 (0.041-0.049)	0.049 (0.045-0.054)	0.055 (0.049-0.060)	0.059 (0.053-0.065)
7-day	0.013 (0.012-0.014)	0.016 (0.015-0.018)	0.019 (0.018-0.021)	0.022 (0.020-0.024)	0.025 (0.023-0.027)	0.028 (0.026-0.030)	0.031 (0.028-0.033)	0.033 (0.030-0.036)	0.037 (0.033-0.040)	0.039 (0.035-0.043)
10-day	0.011 (0.010-0.011)	0.013 (0.012-0.014)	0.015 (0.014-0.017)	0.017 (0.016-0.019)	0.020 (0.018-0.021)	0.022 (0.020-0.023)	0.023 (0.021-0.025)	0.025 (0.023-0.027)	0.027 (0.025-0.030)	0.029 (0.026-0.032)
20-day	0.007 (0.006-0.007)	0.008 (0.008-0.009)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.013 (0.012-0.014)	0.014 (0.013-0.015)	0.015 (0.013-0.016)	0.016 (0.014-0.017)	0.017 (0.015-0.018)	0.017 (0.016-0.019)
30-day	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)
45-day	0.005 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.011 (0.010-0.012)
60-day	0.004 (0.004-0.004)	0.005 (0.005-0.005)	0.006 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

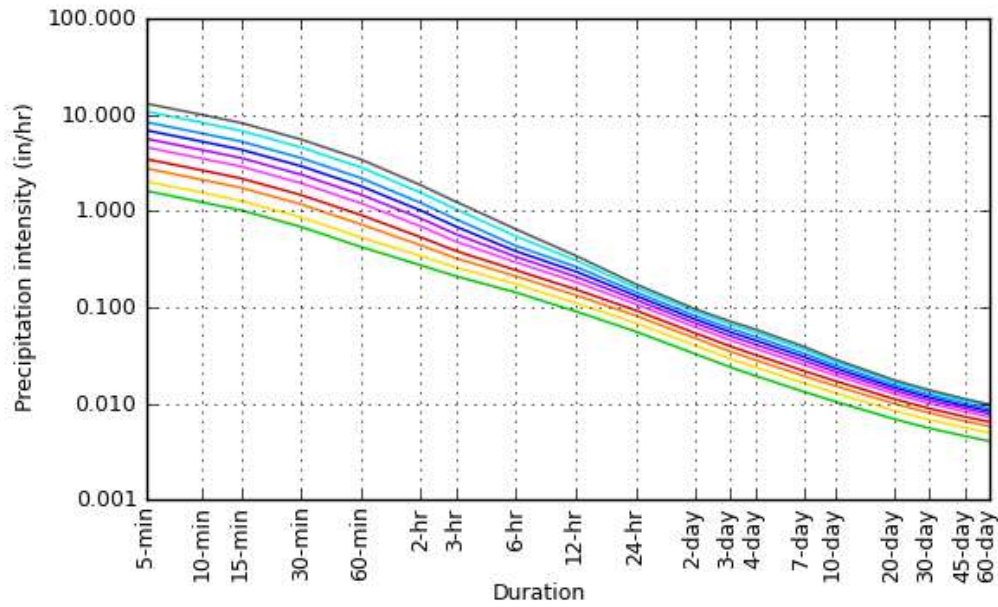
Please refer to NOAA Atlas 14 document for more information.

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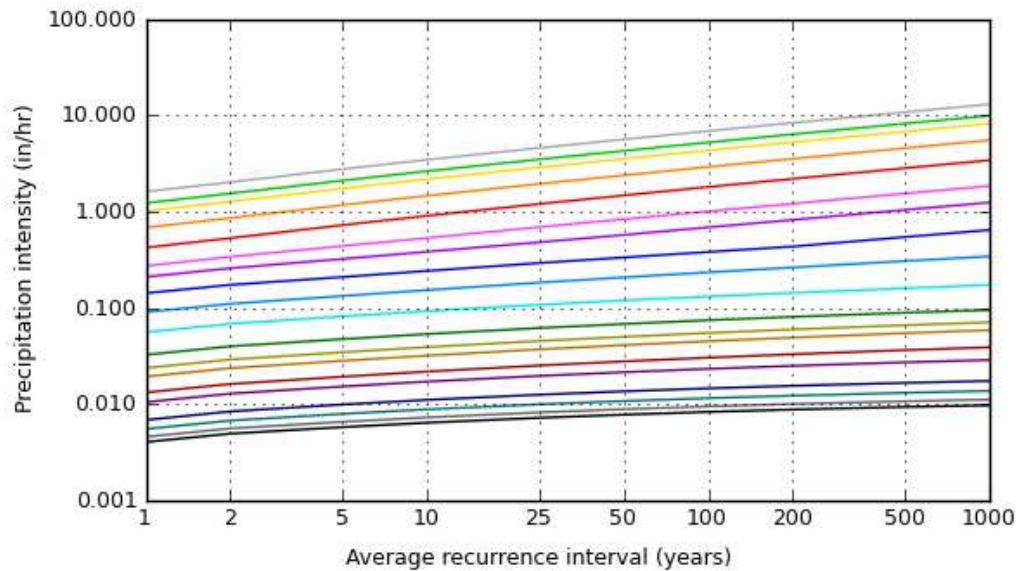
PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 41.2810°, Longitude: -111.9856°



Average recurrence interval (years)
1
2
5
10
25
50
100
200
500
1000



Duration	
5-min	2-day
10-min	3-day
15-min	4-day
30-min	7-day
60-min	10-day
2-hr	20-day
3-hr	30-day
6-hr	45-day
12-hr	60-day
24-hr	

Maps & aerals

Small scale terrain

EXHIBIT 2 – NOAA POINT PRECIPITATION FREQUENCY ESTIMATES – DEPTH



NOAA Atlas 14, Volume 1, Version 5
Location name: Ogden, Utah, USA*
Latitude: 41.281°, Longitude: -111.9856°
Elevation: 4296.5 ft**
* source: ESRI Maps
** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

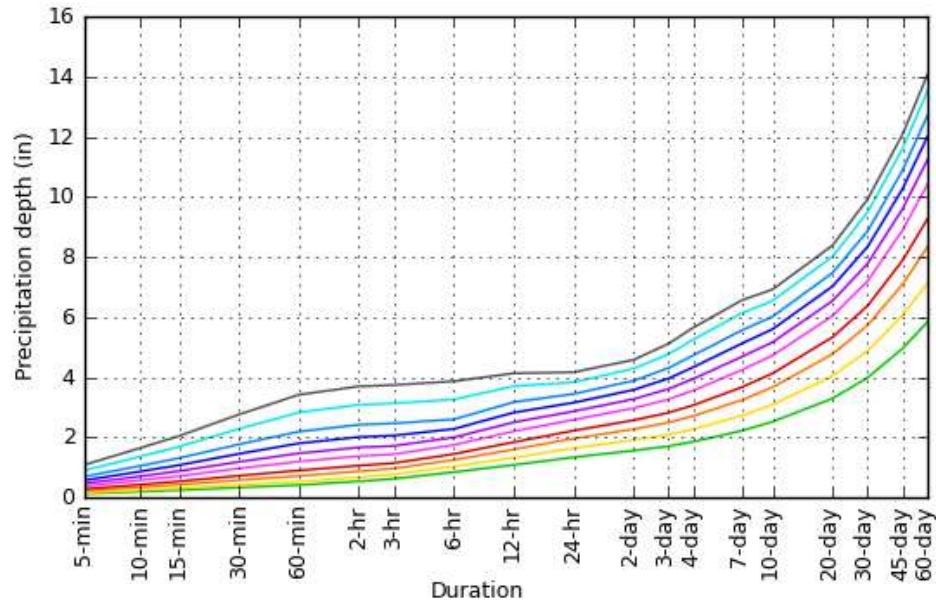
PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.135 (0.118-0.156)	0.169 (0.150-0.196)	0.231 (0.203-0.266)	0.289 (0.252-0.334)	0.383 (0.326-0.446)	0.470 (0.387-0.553)	0.575 (0.458-0.684)	0.699 (0.537-0.850)	0.902 (0.652-1.13)	1.09 (0.749-1.40)
10-min	0.205 (0.179-0.236)	0.258 (0.228-0.298)	0.351 (0.308-0.406)	0.440 (0.383-0.508)	0.583 (0.496-0.678)	0.715 (0.589-0.842)	0.875 (0.697-1.04)	1.06 (0.817-1.29)	1.37 (0.992-1.72)	1.66 (1.14-2.13)
15-min	0.254 (0.222-0.293)	0.319 (0.283-0.370)	0.436 (0.382-0.503)	0.545 (0.475-0.630)	0.723 (0.614-0.840)	0.887 (0.731-1.04)	1.09 (0.864-1.29)	1.32 (1.01-1.60)	1.70 (1.23-2.13)	2.06 (1.41-2.64)
30-min	0.342 (0.299-0.395)	0.430 (0.381-0.497)	0.587 (0.515-0.677)	0.733 (0.640-0.848)	0.973 (0.827-1.13)	1.19 (0.984-1.41)	1.46 (1.16-1.74)	1.78 (1.36-2.16)	2.29 (1.66-2.87)	2.77 (1.90-3.56)
60-min	0.424 (0.370-0.488)	0.532 (0.471-0.616)	0.726 (0.637-0.838)	0.908 (0.791-1.05)	1.20 (1.02-1.40)	1.48 (1.22-1.74)	1.81 (1.44-2.15)	2.20 (1.69-2.67)	2.84 (2.05-3.56)	3.43 (2.36-4.40)
2-hr	0.546 (0.484-0.622)	0.682 (0.605-0.778)	0.880 (0.779-1.00)	1.07 (0.936-1.22)	1.38 (1.19-1.59)	1.67 (1.40-1.95)	2.02 (1.63-2.39)	2.43 (1.89-2.94)	3.09 (2.27-3.86)	3.70 (2.59-4.73)
3-hr	0.631 (0.568-0.708)	0.778 (0.701-0.875)	0.971 (0.868-1.09)	1.15 (1.03-1.30)	1.45 (1.26-1.64)	1.73 (1.47-1.98)	2.07 (1.72-2.41)	2.47 (1.99-2.94)	3.14 (2.40-3.90)	3.75 (2.75-4.78)
6-hr	0.854 (0.783-0.941)	1.04 (0.952-1.15)	1.26 (1.14-1.39)	1.46 (1.31-1.62)	1.76 (1.56-1.96)	2.01 (1.76-2.26)	2.29 (1.98-2.62)	2.61 (2.20-3.03)	3.27 (2.67-3.94)	3.87 (3.06-4.83)
12-hr	1.09 (1.00-1.20)	1.33 (1.23-1.46)	1.61 (1.47-1.77)	1.85 (1.68-2.03)	2.21 (1.99-2.45)	2.51 (2.22-2.81)	2.83 (2.47-3.21)	3.18 (2.71-3.66)	3.71 (3.07-4.37)	4.14 (3.34-4.98)
24-hr	1.35 (1.23-1.47)	1.65 (1.51-1.80)	1.97 (1.81-2.14)	2.23 (2.05-2.43)	2.59 (2.38-2.82)	2.87 (2.62-3.13)	3.16 (2.87-3.45)	3.45 (3.12-3.77)	3.84 (3.45-4.41)	4.17 (3.69-5.03)
2-day	1.57 (1.45-1.71)	1.92 (1.77-2.09)	2.28 (2.11-2.48)	2.58 (2.38-2.80)	2.98 (2.74-3.23)	3.28 (3.01-3.56)	3.59 (3.28-3.89)	3.89 (3.54-4.23)	4.29 (3.88-4.67)	4.58 (4.13-5.07)
3-day	1.72 (1.58-1.86)	2.10 (1.94-2.28)	2.50 (2.31-2.71)	2.83 (2.61-3.06)	3.27 (3.01-3.54)	3.62 (3.32-3.92)	3.97 (3.62-4.30)	4.31 (3.92-4.69)	4.77 (4.31-5.21)	5.12 (4.59-5.64)
4-day	1.86 (1.72-2.02)	2.28 (2.10-2.47)	2.72 (2.51-2.94)	3.08 (2.84-3.33)	3.57 (3.28-3.86)	3.95 (3.62-4.28)	4.34 (3.96-4.71)	4.74 (4.30-5.16)	5.26 (4.73-5.75)	5.66 (5.05-6.21)
7-day	2.23 (2.05-2.43)	2.73 (2.51-2.98)	3.25 (3.00-3.54)	3.67 (3.38-3.99)	4.25 (3.90-4.61)	4.68 (4.30-5.09)	5.13 (4.68-5.57)	5.57 (5.06-6.07)	6.14 (5.54-6.73)	6.57 (5.89-7.22)
10-day	2.53 (2.33-2.76)	3.10 (2.85-3.37)	3.67 (3.39-3.99)	4.14 (3.81-4.48)	4.73 (4.36-5.12)	5.17 (4.75-5.60)	5.61 (5.14-6.08)	6.02 (5.50-6.54)	6.55 (5.95-7.14)	6.93 (6.27-7.58)
20-day	3.30 (3.04-3.58)	4.05 (3.74-4.39)	4.78 (4.41-5.17)	5.34 (4.93-5.77)	6.04 (5.58-6.52)	6.55 (6.03-7.06)	7.03 (6.47-7.59)	7.48 (6.86-8.07)	8.02 (7.34-8.68)	8.39 (7.66-9.10)
30-day	3.99 (3.70-4.31)	4.88 (4.53-5.28)	5.73 (5.32-6.18)	6.38 (5.92-6.87)	7.20 (6.67-7.74)	7.78 (7.19-8.37)	8.34 (7.70-8.98)	8.86 (8.15-9.56)	9.49 (8.69-10.3)	9.92 (9.06-10.8)
45-day	4.96 (4.60-5.36)	6.06 (5.63-6.54)	7.10 (6.59-7.63)	7.89 (7.33-8.48)	8.90 (8.26-9.55)	9.60 (8.91-10.3)	10.3 (9.51-11.0)	10.9 (10.1-11.7)	11.6 (10.7-12.5)	12.1 (11.1-13.0)
60-day	5.84 (5.43-6.28)	7.14 (6.63-7.69)	8.34 (7.76-8.96)	9.27 (8.62-9.94)	10.4 (9.69-11.2)	11.2 (10.4-12.0)	12.0 (11.1-12.9)	12.7 (11.8-13.6)	13.5 (12.5-14.6)	14.1 (13.0-15.2)
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.										

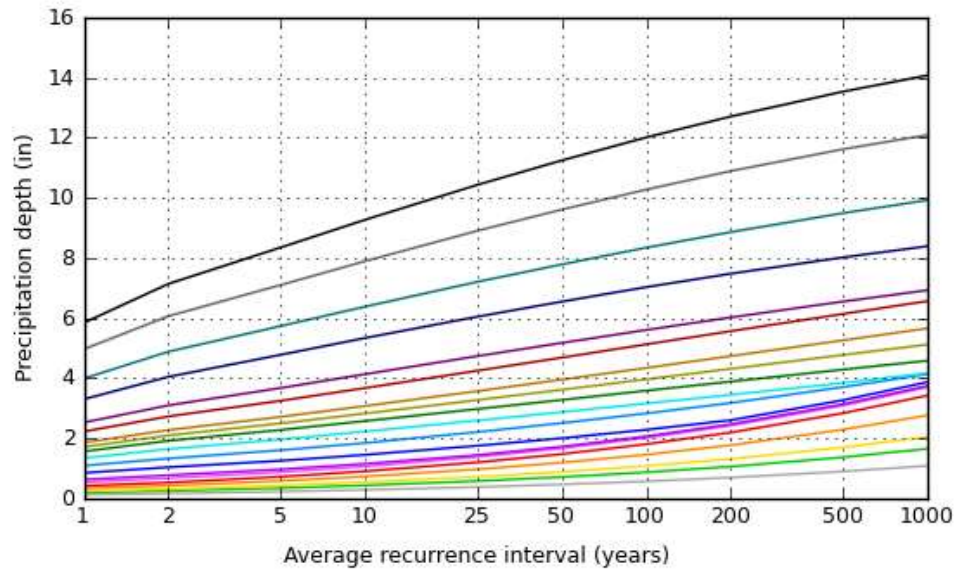
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PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 41.2810°, Longitude: -111.9856°



Average recurrence interval (years)
1
2
5
10
25
50
100
200
500
1000



Duration	
5-min	2-day
10-min	3-day
15-min	4-day
30-min	7-day
60-min	10-day
2-hr	20-day
3-hr	30-day
6-hr	45-day
12-hr	60-day
24-hr	

Maps & aerials

Small scale terrain

APPENDIX B – GEOTECHNICAL INVESTIGATION REPORT MINIMUM REQUIREMENTS

APPENDIX B

GEOTECHNICAL INVESTIGATION REPORT MINIMUM REQUIREMENTS

B1. General Provisions

- A. All reports shall include the Minimum Testing Requirements and use the Design Parameters as detailed below.
- B. All reports shall be signed and sealed by a registered Professional Engineer licensed in Utah.

B2. Report Contents

- A. Geotechnical Investigation Report submitted to Harrisville City shall generally include the following contents, as applicable.

CONTENTS

- 1.0 *Project Description/Overview*
 - 1.1 *Existing Conditions*
 - 1.2 *Proposed Improvements*
- 2.0 *Site Conditions*
 - 2.1 *Surface Conditions*
 - 2.2 *Subsurface Conditions*
 - 2.3 *Groundwater*
- 3.0 *Subsurface Investigation*
 - 3.1 *Percolation Test*
 - 3.2 *Infiltration Test*
- 4.0 *Laboratory Testing*
- 5.0 *Geologic Hazards*
 - 5.1 *Rock Fall*
 - 5.2 *Faulting*
 - 5.3 *Seismic/Ground Motions*
 - 5.4 *Lateral Spread*
 - 5.5 *Liquefaction Potential*
 - 5.6 *Landslide and Scarps*
 - 5.7 *Debris Flow/Alluvial Fan*
 - 5.8 *Expansive/Collapsible Soils*
 - 5.9 *Avalanche*
- 6.0 *Earthwork*
 - 6.1 *Site Preparation and Grading*
 - 6.2 *Temporary Excavations*
 - 6.3 *Permanent Cut and Fill Slopes*
 - 6.4 *Fill Material Composition, Placement, and Compaction*
 - 6.5 *Roadway and Embankments Fill*
 - 6.6 *Structural Fill*

- 6.7 *Utility Trenches*
- 6.8 *Re-use of Excavated Soil Materials*
- 7.0 *Foundations*
 - 7.1 *Foundation Recommendations*
 - 7.2 *Installation Requirements*
 - 7.3 *Estimated Settlement*
 - 7.4 *Lateral Resistance*
- 8.0 *Static and Seismic Lateral Earth Pressures (Active, Moderately Yielding, At-Rest, and Passive Conditions)*
- 9.0 *Floor Slabs*
- 10.0 *Drainage Recommendations*
 - 10.1 *Surface*
 - 10.2 *Subsurface*
 - 10.3 *Foundation Drains/Subdrains*
- 11.0 *Pavement Section*
 - 11.1 *(See Section B4)*
 - 11.2 *Exterior Concrete Flatwork*
- 12.0 *Retaining Walls (Required for all retaining walls taller than 4 feet, when used)*
 - 12.1 *Surface and Subsurface Drainage*
 - 12.2 *Internal and Global Stability (Static and Seismic Loading)*
 - 12.3 *Dimensions and Elevations*
 - 12.4 *Settlements*
 - 12.5 *Construction Inspection*
- 13.0 *Slope Stability (Required for slopes greater than 25%)*
- 14.0 *References*
- Tables*
- Figures*
 - A. *Project Location/Site Map*
 - B. *Boring/Test Pit Locations*
 - C. *Boring/Test Pit Logs*
 - D. *Key to Symbols for Boring/Test Pit Logs*
- Appendices, as needed*

B3. Minimum Testing Requirements

- A. Borings (B) and Test Pits (TP), either known as a “hole”
 - 1. Total: Minimum 1 hole per 2 acres, rounded up
 - a. Example: 5.5 acre site: $5.5 \div 2 = 2.75$, round up to 3 holes
 - 2. Roadway: 1 hole + 1 hole per 500 lf of roadway (rounded up, along centerline alignment) (counts towards Total)
 - a. Example: 10.5 acre subdivision with 1,850 lf of roadway centerline
 - i. Roadway: $1 + (1,850 \div 500) = 4.7$, round up to 5 holes
 - ii. Total, minimum: $10.5 \div 2 = 5.25$, round up to 6 holes

- iii. Therefore, 6 total holes are required for subdivision, with 5 of the holes being along the roadway alignment.
- 3. Commercial sites: 1 hole + 1 hole per 5,000 square feet (rounded up) for buildings
 - a. Example: 13,500 sf building: $1 + (13,500 \div 5,000) = 3.7$, round up to 4 holes
- 4. Additional borings or test pits as may be required for a representative sampling of the site, as determined by the geotechnical engineer.

B4. Minimum Design Parameters for Pavement

- A. Local/Residential
 - 1. 75,000 ESALS
 - 2. 20-yr design life
 - 3. 3% growth factor
- B. Minor Collector (as shown on the City's Master Street Map)
 - 1. 300,000 ESALS
 - 2. 20-yr design life
 - 3. 3% growth factor
- C. Major Collector / Minor Arterial
 - 1. Contact City for traffic requirements

APPENDIX C – TRAFFIC IMPACT STUDY MINIMUM REQUIREMENTS

APPENDIX C
TRAFFIC IMPACT STUDY MINIMUM REQUIREMENTS

TABLE OF CONTENTS

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B6. Level 3 Study Requirements 7

B7. Level 4 Study Requirements 9

B1. Purpose and General Provisions

- A. The level of the Traffic Impact Study (TIS) is based upon the size and magnitude of the proposed project.
- B. The purpose of the TIS is to identify the system and immediate area impacts associated with the proposed connection(s). Identification of impacts and appropriate mitigation measures allows the City to assess the existing and future system safety, performance, maintenance, and capacity needs.
- C. Threshold criteria for different levels of projects have been developed to avoid placing undue burden on applicants with small projects, while ensuring that large projects with significant impacts are thoroughly evaluated.
- D. Any proposed access onto a state road will be subject to all applicable UDOT provisions. In addition to any study required by UDOT, the City may require a separate TIS to identify impacts unique to the City's interests.
- E. All reports shall include the minimum requirements and use the study level parameters as detailed below.
- F. All reports shall be signed and sealed by a registered Professional Engineer licensed in Utah.

B2. Report Contents

- A. Traffic Impact Study submitted to Harrisville City shall generally include the following contents, as applicable.

CONTENTS

- 1.0 *Introduction and Summary*
- 2.0 *Proposed Project*
- 3.0 *Study Area Conditions*
- 4.0 *Analysis of Existing Conditions*
- 5.0 *Projected Traffic*
- 6.0 *Traffic Analysis*
- 7.0 *Conclusions*
- 8.0 *Recommendations*
- 9.0 *Appendices*
 - 9.1 *Traffic Counts*
 - 9.2 *Traffic Capacity Analysis*
 - 9.3 *Accident Summary*
 - 9.4 *Request for change or access (if applicable)*
- 10.0 *Figures and Tables*

B. The following items shall be documented in the Study:

1. Site location – showing area roadways.
2. Site Plan.
 - a. Identify geometric / physical concerns relating to area, site and specific access points.
 - b. Include adjacent street and access points.
3. Existing roadway and traffic control features:
 - a. Number of lanes
 - b. Lane widths
 - c. Alignment
 - d. Location of traffic signals
 - e. Signs
 - f. Off system features as related to site plan and access point(s)
4. Existing daily volumes (directional if possible) and peak hour training volumes.
 - a. Discuss traffic characteristics (vehicle mix, % makeup, and any special vehicle requirements)
5. Collection diagram summary.
6. Site generated trip summary.
 - a. Discuss trip vehicle make-up and any special vehicle requirements
 - b. Discuss trip reduction strategies (if applicable)
7. Directional distribution of site generated traffic.
8. Assignment of non-site related traffic (existing, background, and future).
 - a. Document both existing and committed development, and when appropriate other background planned development traffic
 - b. Assignment of total future non-site traffic for design year
9. Assignment of site traffic.
10. Traffic capacity analysis.
 - a. Projected levels of service without the project – coincide with development phase years
 - b. Projected levels of service with the project (by development phase year)
 - c. Recommended mitigation / improvement(s)

11. Scaled schematic drawings illustrating:

- a. Alignment
- b. Number of lanes
- c. Lane widths
- d. Signing
- e. Pavement markings
- f. Signal phasing
- g. Signal head locations
- h. Lane markings

B3. Level of Study

The following guidelines shall be used when determining the level of study required:

Study Level	Threshold	Typical Land Use Intensity Threshold (ITE Trip Generation)	
1	Projected Site Traffic < 100 ADT AND No proposed modifications to traffic signals or elements of the roadway	Single Family Apartment Lodging General Office Retail	< 10 units < 15 units < 11 occupied rooms < 9,000 square feet < 2,500 square feet
2	Projected Site Traffic 100 to 3,000 ADT OR Projected Peak Hour Traffic < 500 AND Minor modifications to traffic signals or elements of the roadway	Single Family Apartment Lodging General Office Retail Gas Station Fast Food Restaurant	10 to 315 units 15 to 450 units 11 to 330 occupied rooms 9,000 to 27,000 square feet 2,500 to 70,000 square feet 1 to 18 fueling positions 1,000 to 6,000 square feet 1,000 to 26,00 square feet
3	Projects Site Traffic 3,000 to 10,000 ADT OR Projected Peak Hour Traffic 500 to 1,200 OR Proposed installation or modification to traffic signals or elements of the roadway, regardless of project size	Single Family Apartment Lodging General Office Retail Fast Food	315 to 1,000 units 450 to 1,500 units 330 to 1,100 occupied rooms 270,000 to 900,000 square feet 70,000 to 230,000 square feet 6,000 to 20,000 square feet
4	Projected Site Traffic > 10,000 ADT OR Proposed installation / modification of two or more traffic signals, addition of travel lanes or proposed modification of highway or freeway, or interchange, regardless of project size	Single Family Apartment Lodging General Office Retail	> 1,000 units > 1,500 units > 1,100 occupied rooms > 900,000 square feet > 230,000 square feet

B4. Level 1 Study Requirements**A. When Required**

1. Project ADT < 100 trips
2. No proposed modifications to traffic signals or roadway elements or geometry.

B. Minimum Study Requirements

1. Incorporate traffic engineering principles and standards as required in the City Standards, State Standards, and national practices. Additional requirements and investigation may be imposed upon the applicant as deemed necessary by the City.
2. Study Area
 - a. Depending on the size and intensity of the development and surrounding development, the study area may be identified by parcel boundary, area of immediate influence, or reasonable travel time boundary.
 - b. May be limited to or include property frontage and include neighboring and adjacent parcels.
 - c. Shall identify site, cross, and all adjacent up and down stream access points within 1,000-ft of property boundaries.
 - d. May be extended or revised by the City Engineer, as deemed necessary.
3. Design Year
 - a. Current year of the project.
4. Analysis Conditions and Period
 - a. Identify site traffic volumes and characteristics.
 - b. Identify adjacent street(s) traffic volume and characteristics.
5. Right-of-Way Access
 - a. Identify right-of-way, geometric boundaries, and physical conflicts.
 - b. Investigate existence of federal or state, no access, or limited access control line.
6. Data Collection
 - a. Generate access point capacity analysis as necessary.
 - b. Analyze site and adjacent traffic for the following time periods:
 - i. Weekday AM and PM peak hours
 - ii. Saturday peak hours
 - c. Identify special event peak hour as necessary (per roadway peak and site peak)

7. Trip Generation

- a. Use equations or rates available in latest edition of ITE Trip Generation.
- b. Where developed equations are unavailable for intended land use, perform trip rate study and estimation following ITE procedures or develop justified trip rate agreed to by the City.

8. Design and Mitigation

- a. Identify operational concerns and mitigation measures to ensure safe and efficient operation in accordance with industry standards and the City's adopted minimum level of service.

B5. Level 2 Study Requirements

A. When Required

- 1. Project ADT 100 to 3,000 trips
- 2. Peak hour < 500 trips
- 3. Any proposed modification to traffic signals or roadway elements or geometry.

B. Minimum Study Requirements

- 1. Incorporate traffic engineering principles and standards as presented in the City Standards, State Standards, and national practices. Additional requirements and investigation may be imposed upon the applicant as deemed necessary by the City.
- 2. Study Area
 - a. Defined by Traffic Engineer completing the TIS.
 - b. Depending on the size and intensity of the development and surrounding development, the study area may be identified by parcel boundary, area of immediate influence, or reasonable travel time boundary.
 - i. An acceptable traffic study boundary, based on travel time, may be identified as a 10 to 20 minutes travel time or by market area influence.
 - c. Intersection of site access drives with state highways and any signalized and unsignalized intersection within 2,000-ft of property line.
 - d. Include any identified queuing distance at site and study intersection.
 - e. May be extended or revised by the City Engineer, as deemed necessary.
- 3. Design Year
 - a. Current year of the project.
 - b. 5 years after project completion.
 - c. Document and include all phases of development.

4. Analysis Period
 - a. Analyze site and adjacent road traffic for weekday AM and PM peak hours including Saturday peak hours.
 - b. Identify special event peak hours as necessary (adjacent roadway peak and site peak).
5. Data Collection
 - a. Daily and turning movement counts.
 - b. Identify site and adjacent street roadway and intersection geometries.
 - c. Traffic control devices including traffic signals and regulatory signs.
 - d. Traffic accident data within the last 10 years.
6. Trip Generation
 - a. Use equations or rates available in latest edition of ITE Trip Generation.
 - b. Where developed equations are unavailable for intended land use, perform trip rate study and estimation following ITE procedures or develop justified trip rate agreed to by the City.
7. Trip Distribution and Assignment
 - a. Document distribution and assignment of existing site, background, and future traffic volumes or surrounding network of study area.
8. Conflict / Capacity Analysis
 - a. Diagram flow of traffic at access point(s) for site and adjacent development.
 - b. Perform capacity analysis for daily and peak hour volumes.
9. Right-of-Way Access
 - a. Identify right-of-way, geometric boundaries, and physical conflicts.
 - b. Investigate existence of federal or state, no access, or limited access control line.
10. Design and Mitigation
 - a. Determine and document safe and efficient operational design needs based on site and study data.
 - b. Identify operational concerns and mitigation measures to ensure safe and efficient operation in accordance with industry standards and the City's adopted minimum level of service.

B6. Level 3 Study Requirements**A. When Required**

1. Project ADT 3,000 to 10,000 trips
2. Peak hour 500 to 1,200 trips
3. Any proposed installation or modification to traffic signals or roadway elements or geometry – regardless of project size or trip generation.

B. Minimum Study Requirements

1. Incorporate traffic engineering principles and standards as presented in the City Standards, State standards, and national practices. Additional requirements and investigation may be imposed upon the applicant as deemed necessary by the City.
2. Study Area
 - a. Defined by Traffic Engineer completing the TIS.
 - b. Depending on the size and intensity of the development and surrounding development, the study area may be identified by parcel boundary, area of immediate influence, or reasonable travel time boundary.
 - i. An acceptable traffic study boundary, based on travel time, may be identified as a 10 to 20 minutes travel time or by market area influence.
 - c. Intersection of site access drives with state highways and any intersection within ½ mile of property line on each side of project site.
 - d. May be extended or revised by the City Engineer, as deemed necessary.
3. Design Year
 - a. Current year of the project.
 - b. 5 years after project completion.
 - c. Document and include all phases of development.
4. Analysis Period
 - a. Analyze site and adjacent road traffic for weekday AM and PM peak hours including Saturday peak hours.
 - b. Identify special event peak hours as necessary (adjacent roadway peak and site peak).
5. Data Collection
 - a. Daily and turning movement counts.
 - b. Identify site and adjacent street roadway and intersection geometries.

- c. Traffic control devices including traffic signals and regulatory signs.
 - d. Automatic continuous traffic counts for at least 48 hours.
 - e. Traffic accident data within the last 10 years.
- 6. Trip Generation
 - a. Use equations or rates available in latest edition of ITE Trip Generation.
 - b. Where developed equations are unavailable for intended land use, perform trip rate study and estimation following ITE procedures or develop justified trip rate agreed to by the City.
- 7. Trip Distribution and Assignment
 - a. Document distribution and assignment of existing site, background, and future traffic volumes or surrounding network of study area.
- 8. Conflict / Capacity Analysis
 - a. Level of Service (LOS) for all intersections.
 - b. LOS for existing conditions, design year without project, design year with project.
- 9. Traffic Signal Impacts (for proposed traffic signals) shall follow all UDOT requirements and include:
 - a. Traffic signal warrants as identified.
 - b. Traffic signal drawings as identified.
 - c. Queuing analysis.
 - d. Traffic systems analysis (includes acceleration, deceleration, and weaving).
 - e. Traffic coordination analysis.
- 10. Right-of-Way Access
 - a. Identify right-of-way, geometric boundaries, and physical conflicts.
 - b. Investigate existence of federal or state, no access, or limited access control line.
- 11. Accident and Traffic Safety Analysis
 - a. Existing vs. proposed development.
- 12. Design and Mitigation
 - a. Determine and document safe and efficient operational design needs based on site and study data.
 - b. Identify operational concerns and mitigation measures to ensure safe and efficient operation in accordance with industry standards and the City's adopted minimum level of service.

B7. Level 4 Study Requirements**A. When Required**

1. Project ADT > 10,000 trips
2. Peak hour > 1,200 vehicles per hour
3. Any proposed installation or modification of 2 or more traffic signals
4. Addition of traffic lanes
5. Modification of freeway interchange

B. Minimum Study Requirements

1. Incorporate traffic engineering principles and standards as presented in the City Standards, State standards, and national practices. Additional requirements and investigation may be imposed upon the applicant as deemed necessary by the City.
2. Study Area
 - a. Defined by Traffic Engineer completing the TIS.
 - b. Depending on the size and intensity of the development and surrounding development, the study area may be identified by parcel boundary, area of immediate influence, or reasonable travel time boundary.
 - i. An acceptable traffic study boundary, based on travel time, may be identified as a 10 to 20 minutes travel time or by market area influence.
 - c. Intersection of site access drives with state highways and any intersection within ½ mile of property line on each side of project site.
 - d. Any intersection or freeway interchange impacted by more than 500 peak hour trips.
 - e. May be extended or revised by the City Engineer, as deemed necessary.
3. Design Year
 - a. Current year of the project.
 - b. 5 years after project completion.
 - c. Document and include all phases of development.
4. Analysis Period
 - a. Analyze site and adjacent road traffic for weekday AM and PM peak hours including Saturday peak hours.
 - b. Identify special event peak hours as necessary (adjacent roadway peak and site peak).

5. Data Collection
 - a. Daily and turning movement counts.
 - b. Identify site and adjacent street roadway and intersection geometries.
 - c. Traffic control devices including traffic signals and regulatory signs.
 - d. Automatic continuous traffic counts for at least 48 hours.
 - e. Traffic accident data within the last 10 years.
6. Trip Generation
 - a. Use equations or rates available in latest edition of ITE Trip Generation.
 - b. Where developed equations are unavailable for intended land use, perform trip rate study and estimation following ITE procedures or develop justified trip rate agreed to by the City.
7. Trip Distribution and Assignment
 - a. Document distribution and assignment of existing site, background, and future traffic volumes or surrounding network of study area.
8. Conflict / Capacity Analysis
 - a. Level of Service (LOS) for all intersections.
 - b. LOS for existing conditions, design year without project, design year with project.
9. Traffic Signal Impacts (for proposed traffic signals) shall follow all UDOT requirements and include:
 - a. Traffic signal warrants.
 - b. Traffic signal drawings.
 - c. Queuing analysis.
 - d. Traffic systems analysis (includes acceleration, deceleration, and weaving).
 - e. Traffic coordination analysis.
10. Right-of-Way Access
 - a. Identify right-of-way, geometric boundaries, and physical conflicts.
 - b. Investigate existence of federal or state, no access, or limited access control line.
11. Accident and Traffic Safety Analysis
 - a. Existing vs. proposed development.
12. Design and Mitigation

- a. Determine and document safe and efficient operational design needs based on site and study data.
- b. Identify operational concerns and mitigation measures to ensure safe and efficient operation in accordance with industry standards and the City's adopted minimum level of service.

APPENDIX D – MODIFICATIONS AND ADDITIONS TO MANUAL OF STANDARD SPECIFICATIONS

APPENDIX D

MODIFICATIONS AND ADDITIONS TO THE

2017 MANUAL OF STANDARD SPECIFICATIONS

as published by:
Utah LTAP Center
Utah State University
Logan Utah
2017

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SECTION 03 20 00 M
CONCRETE REINFORCING (MODIFIED)

PART 3	EXECUTION
---------------	------------------

3.1 PLACING

Add paragraphs F and G as follows:

- F. No steel shall extend from or be visible on any finished surface
- G. All steel shall have a minimum of 1.5-inches of concrete cover.

**SECTION 03 30 04 M
CONCRETE (Modified)**

PART 2 PRODUCTS

2.4 ADDITIVES

Add paragraph F as follows:

- F. Fiber Reinforcement*: A minimum of 1.0 pounds per cubic yard of polyolefin fiber reinforcement shall be evenly distributed into the mix. Mixing shall be as recommended by the manufacturer/supplier such that the fibers do not ball up. Polyolefin fibers shall meet the requirements of ASTM C1116 and ASTM D7508.

* Fiber reinforcement required on all manhole, valve, and monument concrete collars.

2.5 MIX DESIGN

Replace paragraph A with the following:

- A. **Class:** : When not specified in the plans or project specification, use the following table to select the class of concrete required for the application:

Class	Application
5,000	Reinforced structural concrete
4,000	Sidewalks, curb, gutter, cross gutters, waterways, pavements, and unreinforced footings and foundations
3,000	Thrust blocks
2,000	Anchors, mass concrete

SECTION 03 30 10 M
CONCRETE PLACEMENT (Modified)

PART 3	EXECUTION
---------------	------------------

3.2 PREPARATION

Add paragraph F as follows:

- F. No concrete shall be placed until the surfaces have been inspected and approved by the City Engineer or City Inspector.

SECTION 31 23 16 M
EXCAVATION (Modified)

PART 3 EXECUTION

3.3 GENERAL EXCAVATION REQUIREMENT

Add paragraph I as follows:

- I. Excavation for pipelines under existing curb and gutter, concrete slabs, or sidewalks shall be open cut. In no case shall tunneling be allowed. At the option of the City Engineer, jacking under permanent facilities may be allowed based on his/her direction.

Add Section 31 23 20 Fill

**SECTION 31 23 20
FILL**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Non-structural fill materials.
- B. Non-structural placement and compaction.

1.2 REFERENCES

A. ASTM Standards

- D 698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
- D 1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. When requested by ENGINEER, submit laboratory dry density and optimum laboratory moisture content for each type of fill to be used.

1.4 QUALITY ASSURANCE

- A. Do not change material sources without ENGINEER's knowledge.
- B. Reject material that does not comply with the requirements specified in this Section.

1.5 STORAGE

- A. Safely stockpile materials.
- B. Separate differing fill materials, prevent mixing, and maintain optimum moisture content of materials.

1.6 SITE CONDITIONS

- A. Do not place, spread, or roll any fill material over material that is damaged by water. Remove and replace damaged material at no additional cost to OWNER.
- B. Control erosion. Keep area free of trash and debris. Repair settled, eroded, and rutted areas.
- C. Reshape and compact damaged structural section to required density.

1.7 ACCEPTANCE

- A. General: Native material may be wasted if there is no additional cost to substitute material acceptable to ENGINEER.
- B. Lift thickness: One test per Lot.

- C. Compaction: One test per Lot. Verify density using nuclear tests, ASTM D 2922. Compaction and Lot sizes as follows:

1. Compact to 95% Standard Proctor
2. One Lot = 1500 square feet per lift

1.8 **WARRANTY**

- A. Repair settlement damage at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 **FILL MATERIALS**

- A. Material shall be free from sod, grass, trash, rocks larger than four (4) inches in diameter, and all other material unsuitable for construction of compacted fills.

2.2 **WATER**

- A. Make arrangements for sources of water during construction and make arrangements for delivery of water to site.
- B. Comply with local Laws and Regulations at no additional cost to OWNER when securing water from water utility company.

PART 3 EXECUTION

3.1 **PREPARATION**

- A. Implement the traffic control plan requirements, Section 01 55 26.
- B. Verify material meets maximum size requirements.
- C. If ground water is in the intended fill zone, dewater.

3.2 **PROTECTION**

- A. Protect existing trees, shrubs, lawns, structures, fences, roads, sidewalks, paving, curb and gutter and other features.
- B. Protect above or below grade utilities. Contact utility companies to repair utility damage. Pay all cost of repairs.
- C. Avoid displacement of and damage to existing installations while compacting or operating equipment.
- D. Do not use compaction equipment adjacent to walls or retaining walls that may cause wall to become over-stressed or moved from alignment.
- E. Restore any damaged structure to its original strength and condition.

3.3 **LAYOUT**

- A. Identify required line, levels, contours, and datum.
- B. Stake and flag locations of underground utilities.

- C. Upon discovery of unknown utility or concealed conditions, notify ENGINEER.
- D. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.
- E. If discrepancy is found between Contract Documents and site, ENGINEER shall make such minor adjustments in the Work as necessary to accomplish the intent of Contract Documents without increasing the Cost of the Work to CONTRACTOR or OWNER.

3.4 **SUBGRADE**

- A. Protect Subgrade from desiccation, flooding, and freezing.
- B. Before placing fill over Subgrade, get ENGINEER's inspection of subgrade surface preparations.
- C. If Subgrade is not readily compactable get ENGINEER's permission to stabilize the subgrade.

3.5 **TOLERANCES**

- A. Compaction: Ninety-five (95) percent minimum relative to a standard proctor density, Section 31 23 26.
- B. Lift Thickness (before compaction):
 - 1. Eight (8) inches when using riding compaction equipment.
 - 2. Six (6) inches when using hand held compaction equipment.

3.6 **CLEANING**

- A. Remove stockpiles from site. Grade site surface to prevent free standing surface water.
- B. Leave borrow areas clean and neat.

END OF SECTION

**SECTION 31 41 00 M
SHORING (Modified)**

PART 1 GENERAL

1.2 PRICE – MEASUREMENT AND PAYMENT

A. In Trenching, Shoring:

Revise subparagraph 1 to read as follows:

1. A two (2) part Protective System is required if each Side of the Trench is to be shored. The use of a Trench Box shall be classified as one Protective System.

1.4 DESIGN OF PROTECTIVE SYSTEMS

Add paragraphs C and D as follows:

- C. Trenches five (5) feet deep or greater require a protective system unless the excavation is made entirely in stable rock. If less than five (5) feet deep, a competent person may determine that a protective system is not required.
- D. Trenches 20 feet deep or greater require that the protective system be designed by a registered professional engineer or be based on tabulated data prepared and/or approved by a registered professional engineer in accordance with 1926.652(b) and (c).

1.5 SUBMITTALS

Revise paragraph A to read as follows:

- A. Submit a Protective System plan:
 1. When excavation is over twenty (20) feet deep, or
 2. When requested by ENGINEER.

Add Article 1.6 as follows:

1.6 REFERENCES

- A. 29 CFR Part 1910 – Occupational Safety and Health Standards
- B. 29 CFR Part 1926 Subpart P – Excavations

PART 3 EXECUTION

3.4 INSPECTIONS

Add paragraph C as follows:

- C. OWNER and/or ENGINEER may order an immediate work stoppage if working conditions are thought to be unsafe. Work may resume only after proper safety precautions are implemented.

SECTION 32 01 06 M
STREET NAME SIGNS (Modified)

PART 1	GENERAL
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1.2 REFERENCES

Add paragraph C as follows:

- C. **Harrisville City Public Works Standard Drawings**

**SECTION 32 01 13.64 M
CHIP SEAL (Modified)**

PART 1 GENERAL

1.2 REFERENCES**A. ASTM Standards:**

Add the following to paragraph A:

- | | |
|-------|--|
| C 29 | Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate |
| C 330 | Standard Specification for Lightweight Aggregates for Structural Concrete |

Rename Article 1.5 as follows:

1.5 WEATHER AND CONDITIONS**A. Temperature**

Add subparagraph 4 as follows:

4. Do not place if forecasted temperature is expected to drop below 40 deg F within 72 hours of placement.

B. Moisture and Wind:

Add subparagraph 1 as follows:

1. Do not place chip seal coat if surface moisture is present.

PART 2 PRODUCTS

2.1 ASPHALT BINDER

Revise paragraph B to read as follows:

- A. Emulsified Asphalt: CRS-2P or LMCRS-2, Section 32 12 03. Use any of the following additives to match aggregate particle charge, weather conditions, and mix design:

(Subparagraphs 1-5 remain unchanged.)

Replace Article 2.2 with the following:

2.2 COVER AGGREGATE**A. Material**

1. Standard Chip: Use 100% crusher processed virgin aggregate consisting of natural stone, gravel, or slag meeting the requirements of Table 1 for Standard Chip Seal Coat.

2. Lightweight Chip: Use 100% crusher-processed rotary-kiln lightweight expanded shale chips meeting the requirements of Table 1 for Lightweight Chip Seal Coat. (Utelite or approved equal).

Table 1 – Physical Properties of Cover Materials					
	Standard	Standard Chip		Lightweight Chip	
	ASTM	Min	Max	Min	Max
Dry-unit weight (rodded), lb/ft ³	C 29	--	100	--	60
Wear (hardness or toughness), percent	C 131	--	30	--	30
Angularity (2 fractured or angular faces), percent	D 5821	60	--	--	--
Soundness (weight loss), percent	C 88	--	12	--	10
Polishing, BPN	D 3319	30	--	31	--
Flats or elongates (1:3 ratio), percent	D 4791	--	10	--	--
Friable particles, percent	C 142	--	3	--	2
NOTES					
a) Wear of aggregate retained on No. 8 sieve.					
b) Soundness for combined coarse and fine aggregate measured using five (5) cycles Na ₂ SO ₄ .					

- B. Gradation: Analyzed on a dry weight and percent passing basis. Meet the gradation limits in Table 2.

Table 2 – Master Grading Bands for Cover Materials					
		Percent Passing			
	Test Method	Standard Chip		Lightweight Chip	
Sieve	ASTM	Grade A (UDOT Type I)	Grade C (UDOT Type II)	Type A	Type C (UDOT Lightweight)
1/2"	C 136	100	98-100	100	90-100
3/8"		85-100	69-91	80-100	55-80
No. 4		0-20	0-11	5-40	0-5
No. 8		0-5	0-6	0-20	0-3
No. 16		-	-	0-10	-
No. 200	C 117	0-1	0-1.5	-	0-1

Replace Article 2.3 with the following:

2.3 FOG SEAL/FLUSH COAT

- A. Material: Use cationic emulsified asphalt grade CSS-1h, Section 32 12 03.

Add Article 2.4 as follows:

2.4 MIX DESIGN

- A. Select type and grade of emulsified asphalt, ASTM D 3628.
- B. Determine application rates based on evaluation of road conditions and per manufacturer's recommendation. Submit mix design for approval by Engineer.
- C. Application rates should be in the following ranges, unless otherwise approved by Engineer.
 1. Emulsion: Use Table 3.

Table 3 – Emulsion Application Rate		
	Application Rate (gal/sy)	
Emulsion	Standard Chip	Lightweight Chip
CRS-2P	0.37-0.44	0.32 – 0.35
LMCRS-2	0.37-0.44	0.32 – 0.35

2. Cover Material: Use Table 4.

Table 4 – Cover Material Application Rate			
	Unit Weight (lbs/ft ³)	Application Rate (lbs/sy)	
Lightweight Chip		Type A	Type C
	45 – 50	9.6	11.8
	50 – 55	10.6	13.1
	55 – 60	11.6	14.3
Standard Chip		Grades A & C	
	60-65	17.0	
	65-70	18.4	
	70-75	19.8	
	75-80	20.7	
	80-85	22.1	
	85-90	23.5	
	90-95	24.9	
	95-100	25.8	

3. Fog Seal/Flush Coat: Use 0.10 – 0.12 gal/sy at a 2:1 dilution rate.

PART 3 EXECUTION

3.2 PREPARATION

Add paragraph F as follows:

- F. Cover manholes, valves boxes, storm drain inlets, and other service utility features before placing any chip seal coat.
- G.

3.4 APPLICATION

Revise paragraph A to read as follows:

- A. Asphalt Emulsion: Keep viscosity between 50 and 100 centistokes during application, ASTM D 2170. Keep temperature to a minimum of 145 deg F.

Revise Article 3.6 to read as follows:

3.6 FOG SEAL/FLUSH COAT

- A. Apply within 24 hours of placing chips.
- B. Keep viscosity between 50 and 100 centistokes, during application, ASTM D 2170.
- C. See also Section 32 01 13.50.

SECTION 32 01 90 M
MAINTENANCE OF PLANTING (Modified)

PART 1	GENERAL
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1.2 GRASS MAINTENANCE

Add the following sentence immediately following the end of paragraph A:

Contractor shall mow the lawn until the end of the date of Substantial Completion. The number of mowing to be provided by the Contractor shall be determined by the growth pattern of the lawn. There shall be no minimum number of mowing set forth, only that the health and vitality of the lawn shall be maintained. At no time shall the height of the lawn exceed 4½".

SECTION 32 12 05 M
BITUMINOUS CONCRETE (MODIFIED)
(Amendment 2 of the 2017 Edition of APWA Specifications)

PART 1	GENERAL
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1.4 SUBMITTALS

Revise paragraph C as follows:

Replace item 11 with the following:

11. Tensile Strength Ratio or Hamburg Rut Test results.

Add the following item:

14. Unless otherwise specified, Road Class II shall be use for the selection of Mix Design parameters.

SECTION 32 16 13 M
DRIVEWAY, SIDEWALK, CURB, GUTTER (Modified)

PART 3	EXECUTION
---------------	------------------

3.4 CONTRACTION JOINTS

A. Curb, Gutter, Waterway:

Revise subparagraph 1 to read as follows:

1. Place joints at intervals not exceeding 10 feet.

3.5 EXPANSION JOINTS

B. Sidewalks:

Add subparagraph 5 as follows:

5. Place expansion joints wherever new sidewalk adjoins existing sidewalks, driveways, or aprons.

C. Curb, Gutter, Waterway:

Add subparagraph 4 as follows:

1. Place expansion joint where new curb and gutter adjoins existing curb and gutter.

SECTION 32 31 13 M
CHAIN LINK FENCES AND GATES (Modified)

PART 2 PRODUCTS

2.6 POSTS, CAPS, RAILS, COUPLINGS

- A. Posts, Frames, Stiffeners, Rails: ASTM F 1043:

Revise applicable rows of Table 1 to read as follows:

Top Rail	1-5/8" pipe
----------	-------------

PART 3 EXECUTION

3.6 INSTALLATION OF FENCE FABRIC

Revise paragraph A to read as follows:

- A. Place fence fabric on roadway side of posts unless otherwise specified. Place fabric approximately 1 inch above the grounds. Maintain a straight grade between posts by excavating ground high points and filling depressions with soil.

SECTION 32 31 16 M
WELDED WIRE FENCES AND GATES (Modified)

PART 1 GENERAL

1.2 REFERENCES

Add paragraph D as follows:

D. UDOT Standard Drawing

FG 2A Right of Way Fence and Gates (Metal Post)

FG 2B Right of Way Fence and Gates (Metal Post)

PART 3 EXECUTION

3.2 INSTALLATION

Add paragraph N as follows:

N. Install per UDOT Standard Drawings FG 2A and FG 2B.

Add Section 32 31 23 Poly(Vinyl Chloride)(PVC) Fences and Gates

**SECTION 32 31 23
POLY(VINYL CHLORIDE)(PVC) FENCES AND GATES**

PART 3 GENERAL

1.1 SECTION INCLUDES

- A. PVC fencing, posts, gates, and appurtenances.

1.2 REFERENCES

A. **ASTM Standards:**

- | | |
|--------|--|
| D 1784 | Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds |
| F 626 | Fence Fittings |
| F 964 | Rigid Poly(Vinyl Chloride)(PVC) Exterior Profiles Used for Fencing and Railing |
| F 1999 | Installation of Rigid Poly(Vinyl Chloride)(PVC) Fence Systems |

1.3 SUBMITTALS

- A. Drawings: Indicate plan layout, grid, size and spacing of components, accessories, fittings, anchorage, and post section.
- B. Data: Submit manufacturer's installation instructions and procedures, including details of fence and gate installation.
- C. Submit sample of fence fabric and typical accessories.

PART 2 PRODUCTS

2.1 GENERAL

- A. Products from other qualified manufacturers having a minimum of 5 years' experience manufacturing PVC fencing will be acceptable by the architect as equal, if approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size, and fabrication. PVC Profiles, lineals, and extrusions used as components must "meet or exceed" the minimum performance guidelines laid out in ASTM 964.

2.2 PVC FENCE

- A. Pickets, rails, and posts fabricated from PVC extrusion. The PVC extrusions shall comply with ASTM D 1784, Class 14344B and have the following characteristics:

Specific Gravity (+/- 0.02)	1.4
Using 0.125 specimen Izod impact ft. lbs./in. notch	23.0
Tensile strength, psi	6,910
Tensile modulus, psi	336,000
Flexural yield strength, psi	10,104
Flexural modulus, psi	385,000
DTUL at 264 psi	67°C

- B. All fence parts made from PVC shall have a minimum thickness of 0.17 in except where specified otherwise.

2.3 POST CAPS

- A. Molded, one piece.
- B. Cross Section: Match post or gate upright cross section.
- C. Thickness: 0.095" minimum.
- D. Configuration: Flat or four-sided as required for installation to top of posts and gate.

2.4 ACCESSORIES

- A. Standard gate brace, screw caps, rail end reinforcers, and other accessories as required.

2.5 MISCELLANEOUS MATERIALS

- A. Stiffener Chemicals: Galvanized steel structural channel. Configure channels for concealed installation within PVC rails with pre-drilled holes for drainage. Aluminum extruded channel available upon request.
 - 1. Cross Section: 3.00" x 3.00" x 1.500" hourglass shape to grip picket.
 - 2. Thickness: 0.040 Gauge (minimum)
- B. Fasteners and Anchorage: Stainless Steel. All fasteners to be concealed or colored heads to match. Provide sizes as recommended by fence manufacturer.
- C. PVC Cement: As recommended by fence manufacturer.

2.6 GATE HARDWARE AND ACCESSORIES

- A. General: Provide hardware and accessories for each gate according to the following requirements.
- B. Hinges: Size and material to suit gate size, non-lift-off type, self-closing, glass filled nylon with stainless steel adjuster plate, offset to permit 120 degree gate opening. Provide one pair of hinges for each gate.
 - 1. Stainless Steel, painted with carbo zinc base.
 - 2. Finish: Pre-painted, 2 coats "Polane."
 - 3. Color: Black Gravity Latch or dual access gravity latch.

C. Latch: Manufacturers' standard self-latching, thumb latch, pre-finished steel, or stainless steel gravity latch. Provide one latch per gate.

1. Finish: Match gate hinge finish.

D. Hardware: Stainless Steel. Provide sizes as recommended by fence manufacturer.

1. Finish: Match gate hinge finish.

2.7 CONCRETE

A. Use Class 3000 concrete. Section 03 30 04.

2.8 REINFORCING FOR FILLED POSTS

A. Steel Reinforcing:

1. Steel Reinforcing Bars: ASTM A 615. Grade 60. Deformed (#4 or ½").

2. Install 2 bars for each corner or gate post as specified in the drawings.

PART 3 EXECUTION

3.1 PREPARATION

A. Locate and preserve utilities, Section 31 23 16.

B. Excavation, Section 31 23 16.

C. Review to ASTM F 567 and CLFMI products manual for chain link fence installation.

D. Protect roots and branches of trees and plants to remain.

E. Limit amount of clearing and grading along fence line to permit proper installation.

3.2 LAYOUT OF WORK

A. Accurately locate and stake locations and points necessary for installation of fence and gates.

B. General arrangements and location of fence and gates are indicated. Install except for minor changes required by unforeseen conflicts with work of other trades.

3.3 INSTALLATION – GENERAL

A. Install fence in compliance with manufacturer's written instructions.

B. PVC components shall be carefully handled and stored to avoid contact with abrasive surfaces.

C. Install components in sequence as recommended by fence manufacturer.

D. Install fencing as indicated on the drawings provided.

E. Variations from the installation indicated must be approved.

F. Variations from the fence and gate installation indicated and all costs for removal and replacement will be the responsibility of the CONTRACTOR.

3.4 **INSTALLATION OF POSTS**

A. Excavation

1. Drill or hand-excavate (using post hole digger) holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
2. If not indicated on drawings, excavate holes for each post to a minimum diameter of 12 inches.
3. Unless otherwise indicated, excavate hole depths not less than 30 inches or to frost line.

B. Posts

1. Install posts in one piece, plumb and in line. Space as noted in the drawings. Enlarge excavation as required to provide clearance indicated between post and side of excavation.
2. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 - a. Unless otherwise indicated, terminate top of concrete footings 3 inches below adjacent grade and trowel to a crown to shed water.
 - b. Secure posts in position for manufacturer's recommendations until concrete sets.
 - c. After installation of rails and unless otherwise indicated, install reinforcing in posts in opposing corners of post as shown and fill end and gate posts with concrete to level as indicated. Concrete fill shall completely cover the reinforcing steel and gate hardware fasteners. Consolidate the concrete by striking the post face with a rubber mallet, carefully tamping around the exposed post bottom.
 - d. Install post caps. Use #8 screws, nylon washers and snap caps.
 - e. Remove concrete splatters from PVC fence materials with care to avoid scratching.

3.5 **INSTALLATION OF RAILS**

A. Top and Bottom Rails

1. Install rails in one piece into routed hole fabricated into posts to receive top and bottom rails, and middle where necessary. Except at sloping terrain, install rails level.
 - a. Prior to installation of rails into posts, insert concealed steel channel stiffeners in top rail, where necessary. Bottom rails shall include minimum 2- $\frac{1}{4}$ " drainage holes.
 - b. At posts to receive concrete fill, tape rail ends to prevent seepage when filling post with concrete.

B. Middle Rails:

1. Where necessary, install middle rails in one piece into routed hole in posts with larger holes facing down. Except at sloping terrain, install middle rails level. Secure mid rail to pickets with 2-#8 x 1- $\frac{1}{2}$ " screws evenly spaced.
 - a. At posts to receive concrete fill, tape rail ends to prevent seepage when filling post with concrete.

3.6 INSTALLATION OF FENCE FABRIC/PICKETS

- A. Pickets: Install pickets in one piece as per manufacturer recommendations. Install pickets plumb.

3.7 INSTALLATION ON SLOPING TERRAIN

- A. At sloping terrain rails may be racked (sloped) or stepped to comply with manufacturer's recommendations.

3.8 INSTALLATION OF GATES

- A. Prior to installation of rails into posts, apply PVC cement into sockets per manufacturer's recommendations. Bottom rail shall include minimum 2-¼" drainage holes.
- B. Assemble gate prior to fence installation to accurately locate hinge and latch post. Align gate horizontal rails with fence horizontal rails.
- C. Install gates plumb, level, and secure for full opening without interference according to manufacturer's instructions.
- D. Gate Latch Installation. Install gate latch according to manufacturer's instructions.
- E. Allow minimum 72 hours to let concrete set-up before opening gates.

END OF SECTION

SECTION 32 84 23 M
UNDERGROUND IRRIGATION SYSTEMS (Modified)

PART 1	GENERAL
---------------	----------------

1.1 SECTION INCLUDES

Add paragraphs B and C as follows:

- B. Underground irrigation system for private systems only.
- C. This section shall not be used for irrigation or secondary water distribution systems.

SECTION 32 92 00 M
TURF AND GRASS (Modified)

PART 1 GENERAL

1.3 SUBMITTALS

Add paragraph C as follows:

- C. Submit seed mix if proposing alternate seed mix show in paragraph 2.1.0 below.

PART 2 PRODUCTS

2.1 SEED

Add paragraph D as follows:

- D. Seed Mix:

<u>SEED #</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>% by Weight</u>
1	Agropyron cristatum 'Fairway'	Fairway Crested Wheatgrass	15%
2	Agropyron riparium 'Sodar'	Streambank Wheatgrass	20%
3	Bromus inermis 'Manchar'	Smooth Brome	32%
4	Fescue rubra 'Fortress'	Red Fescue	25%
5	Poa compressa 'Reuben's'	Reuben's Canadian Bluegrass	6%
6	Trifolium repens	White Dutch Cover	2%

PART 3 EXECUTION

3.4 SEEDING

Revise paragraph A to read as follows:

- A. Apply seed at a rate of eight (8) pounds per 1,000 square feet evenly in two (2) intersecting directions. Rake in lightly.

Add Section 33 05 12 Conductive Tracer Wire for Pipe Installation

SECTION 33 05 12
CONDUCTIVE TRACER WIRE FOR PIPE INSTALLATION

PART 1 GENERAL

1.1 SUMMARY

This section covers the requirements for installation of a conductive tracer wire with underground pipe.

1.2 SYSTEM DESCRIPTION

Install electrically continuous tracer wire with access points as described herein to be used for locating pipe with an electronic pipe locator after installation.

PART 2 PRODUCTS

- 2.1 Tracer wire shall be fourteen (14) gauge minimum solid copper with thermoplastic insulation recommended for direct burial. Wire connectors shall be 3M DBR, or approved equal, and shall be watertight and provide electrical continuity.

PART 3 EXECUTION

3.1 ERECTION / INSTALLATION / APPLICATION AND/OR CONSTRUCTION

- A. General: Tracer wire shall be installed in the same trench and inside bored holes and casing with pipe during pipe installation. It shall be secured to the pipe as required to insure that the wire remains adjacent to the pipe. The tracer wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and it shall be accessible at all new water valve boxes, water meter boxes, and fire hydrants, as applicable to the utility line being installed.
- B. Manholes: The wire shall be installed from the exterior of the manhole to the interior by installing the wire underneath the manhole frame.

3.2 TESTING

CONTRACTOR shall perform a continuity test on all tracer wire in the presence of ENGINEER or ENGINEER's representative. Testing shall be performed prior to road construction.

3.3 REPAIR / RESTORATION

If the tracer wire is found to be not continuous after testing, CONTRACTOR shall repair or replace the failed segment of the wire.

END OF SECTION

**SECTION 33 05 25 M
PAVEMENT RESTORATION (Modified)**

PART 1 GENERAL

1.2 REFERENCES

Replace paragraph A with the following:

- A. **Harrisville City Public Works Standard Drawings**

PART 2 PRODUCTS

2.2 ASPHALT PAVEMENT

Revise paragraph A to read as follows:

- A. Permanent Warm Weather Asphalt Concrete: Section 32 12 05 M unless indicated otherwise.

Revise paragraph C to read as follows:

- C. Pavement Sealing:
1. Crack Seal: Section 32 01 17
 2. Chip Seal: Section 32 01 13.64 and 32 01 13.64 M.
 3. Fog Seal: Section 32 01 13.50.

PART 3 EXECUTION

3.5 ASPHALT PAVEMENT RESTORATION

Revise paragraphs A and B to read as follows:

- A. Follow Harrisville City Public Works Standard Drawings.
- B. Match existing pavement thickness or 4-inches minimum, whichever is greater.

SECTION 33 08 00 M
COMMISSIONING OF WATER UTILITIES (Modified)

PART 3 EXECUTION

3.5 INFILTRATION TEST

Revise paragraph A to read as follows:

- A. General: 150 gallons per inch diameter per mile per day. If the ground water table is less than two (2) feet above the crown of the pipe, the infiltration test is not required.

Revise Article 3.6 in its entirety to read as follows:

3.6 EXFILTRATION TEST

A. Non-Pressurized System:

- 1. General: Air test or hydrostatic test is CONTRACTOR's choice.
- 2. Air Test:
 - a. Plastic Pipe: ASTM F 1417.
 - (i) For pipe up to 30 inches diameter, pressure drop is 0.5 psi.
 - (ii) For pipe larger than 30 inches diameter, isolated joint test is 3.5 psi maximum pressure drop is 1.0 psi in 5 seconds.
 - b. Concrete Pipe:
 - (i) ASTM C 1214 for concrete pipe 4" to 24" diameter.
 - (ii) ASTM C 1103 for concrete pipe 27" and larger.
- 3. Hydrostatic Test: Provide air release taps at pipeline's highest elevations and expel all air before the test. Insert permanent plugs after test has been completed.
 - a. Plastic Pipe: ASTM F 2497.
 - b. Concrete Pipe: ASTM C 497. Abide by Section 3 and Section 16 in the ASTM standard and applicable recommendations of manufacturer.

B. Pressurized System:

- 1. Pressure Test: All newly laid pipe segments and their valves, unless otherwise specified, shall be subjected to a hydrostatic pressure test of 200 psi or 50 psi above working pressure, whichever is higher. The hydrostatic pressure test shall be conducted after the pipe segments have been partially backfilled.
- 2. Duration of Pressure Test: The duration of each hydrostatic pressure test shall be at least two (2) hours.
- 3. Test Procedure: Each pipe segment shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a pump connected to the pipe in a satisfactory manner. Testing against closed valves will be allowed. The pump, pipe connection, and all necessary apparatus including gauges

and meters shall be furnished by the CONTRACTOR. CONTRACTOR shall provide all labor and equipment necessary to perform the test.

4. Expelling Air Before Test: Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, air release mechanisms shall be installed, if necessary, at points of highest elevation, and afterwards tightly capped.
5. Examination Under Pressure: All pipes, fittings, valves, hydrants, joints, and other hardware will be subject to examination under pressure during the hydrostatic test. Any defective pipes, fittings, hydrants, valves, or other hardware discovered in consequence of this pressure test shall be removed and replaced by the CONTRACTOR with sound material, at no expense to the OWNER, and the test shall be repeated until the ENGINEER is satisfied.
6. No piping installation will be acceptable until the leakage is less than the amount allowed by industry standards for the type of pipe material being tested. Or, if no standard prevails, then the number of gallons per hour is determined by the formula:

$$Q = \frac{LD\sqrt{P}}{148,000}$$


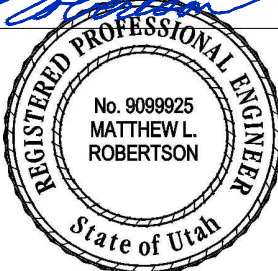
Where: Q = allowable leakage, gallons per hour
 L = length of pipe under test, feet
 D = diameter of pipe, inches
 P = average test pressure, psig

APPENDIX E – HARRISVILLE CITY PUBLIC WORKS STANDARD DRAWINGS

HARRISVILLE CITY CORPORATION

PUBLIC WORKS STANDARD DRAWINGS

SUBMITTED & RECOMMENDED


HARRISVILLE CITY ENGINEER
8/15/2022
SEAL


APPROVAL

HARRISVILLE CITY MAYOR
DATE

HARRISVILLE CITY PUBLIC WORKS DIRECTOR
DATE

ATTEST, CITY RECORDER
DATE



GENERAL STANDARD NOTES:
HARRISVILLE CITY ADOPTS THE FOLLOWING AS STANDARDS FOR ALL ISSUES RELATED TO THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF IMPROVEMENTS NOT SPECIFICALLY COVERED BY THIS MANUAL:

- A. APWA: MANUAL OF STANDARD SPECIFICATIONS (CURRENT EDITION) AND ALL ADOPTED AMENDMENTS
- B. APWA: MANUAL OF STANDARD PLANS (CURRENT EDITION)

AS TO ANY PARTICULAR ISSUE, IF A CONFLICT EXISTS BETWEEN ANY OF THE FOREGOING STANDARDS, THE HARRISVILLE CITY STANDARDS TAKE PRECEDENCE.

Index of Drawings (18 Sheets)

ROAD IMPROVEMENT STANDARDS

- R1....TYPICAL STREET SECTIONS DETAILS
- R2....TYPICAL STREET INTERSECTION, UTILITY LATERAL CONFIGURATION & STREET MONUMENT DETAILS
- R3....TYPICAL DRIVE APPROACH DETAILS
- R4....TYPICAL ADA RAMP DETAILS
- R5....CUL-DE-SAC & TEMPORARY TURNAROUND DETAILS
- R6....STREET SIGN DETAILS
- R7....TYPICAL SIDEWALK, CURB & GUTTER, CONCRETE COLLAR, AND DEFECTIVE CONC. REPLACEMENT DETAILS
- R8....UTILITY TRENCH, UTILITY POTHOLING AND ASPHALT PATCH PLAN DETAILS

SANITARY SEWER SYSTEM STANDARDS

- SS1....SEWER LATERAL & MAIN LINE CONNECTION DETAILS
- SS2....SANITARY SEWER MANHOLE DETAILS

STORM DRAIN SYSTEM STANDARDS

- SD1....SINGLE AND DOUBLE CATCH BASIN DETAILS
- SD2....DRAINAGE INLET BOX AND GRATE & FRAME DETAILS
- SD3....STORM DRAIN MANHOLE & CLEANOUT DETAILS
- SD4....LARGE DETENTION BASIN DETAILS
- SD5....SMALL DETENTION BASIN DETAILS

GENERAL CONSTRUCTION STANDARDS

- G1....CHAIN LINK FENCE STANDARD DETAILS
- G2....STREET LIGHTING DETAILS
- G3....WATER EFFICIENT LANDSCAPING



STREET DESIGNATION	R.O.W. WIDTH (A)	T.B.C. TO T.B.C. (B)	CENTERLINE TO T.B.C. (C)	ASPHALT WIDTH (D)	PARK STRIP (E)	T.B.C. TO PROPERTY LINE (F)
LOCAL RESIDENTIAL	60'-0"	37'-0"	18'-6"	32'-0"	6'-6" (SEE NOTE B)	11'-6"
SPECIAL RESIDENTIAL (SEE GENERAL NOTE 11)	60'-0"	41'-0"	20'-6"	36'-0"	4'-6"	9'-6"
COMMERCIAL/MANUFACTURING	60'-0"	41'-0"	20'-6"	36'-0"	4'-6"	9'-6"
STANDARD COLLECTOR	66'-0"	47'-0"	23'-6"	42'-0"	4'-6"	9'-6"
MINOR ARTERIAL	84'-0"	65'-0"	32'-6"	60'-0"	4'-6"	9'-6"
MAJOR ARTERIAL	100'-0"	81'-0"	40'-6"	76'-0"	4'-6"	9'-6"

A. THE ROAD SECTION REQUIRED SHALL BE AS DETERMINED BY THE CITY ENGINEER & PLANNING COMMISSION BASED UPON ZONING, GENERAL PLAN, MASTER PLAN, SIZE OF DEVELOPMENT, ESTIMATED TRAFFIC VOLUME, & AMOUNT OF OPEN SPACE ASSOCIATED WITH DEVELOPMENTS, AS WELL AS THE PROXIMITY TO HIGH VOLUME ROADS OR COMMERCIAL ZONING.

B. THE LOCAL RESIDENTIAL PARK STRIP WIDTH MAY BE SHORTENED TO 5'-0" MIN. WHEN NO PARK STRIP TREES ARE PROPOSED AS PART OF THE DEVELOPMENT'S LANDSCAPING PLAN (SEE GENERAL NOTE 10). E.G. MODIFY THE 11'-6" T.B.C. TO PROPERTY LINE AS FOLLOWS: 5'-0" PARK STRIP, 5'-0" SIDEWALK, AND 1'-6" TO PROPERTY LINE.

TOP BACK OF CURB
DIFF IN ELEV = 1'-0" MAX



- | D | E | F |
|------------|----------|------------|
| 4'1"-0" | 18'1"-0" | 0'-0" |
| 4'1"-0" | 12'1"-0" | 0'-6" |
| 4'1"-0" | 10'1"-0" | 1'-0" |
| 4'7"-0" | 21'1"-0" | 0'-0" |
| 4'7"-0" | 10'1'-6" | 0'-6" |
| 4'7"-0" | 10'-6" | 1'-0" |
| CUL-DE-SAC | | 1'-0" MAX. |

HARRISVILLE CITY CORPORATION
PUBLIC WORKS - ROAD IMPROVEMENT STANDARDS
TYPICAL STREET SECTION DETAILS

SHEET:
R1
1 SHEET
0

1. PROVIDE 4" THICKNESS OF 3/4" OR 1" UNTREATED BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER, COMPACTED TO 95%, PER ASTM D-1557.
2. THE PAVEMENT THICKNESS SHALL BE CONSIDERED AS CITY MINIMUMS AND MAY BE REQUIRED TO BE ADJUSTED WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE STABILITY PER THE GEOTECHNICAL REPORT OR THE CITY ENGINEER. DESIGNER AND/OR DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A DETAILED SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER WHICH MAY MODIFY PAVEMENT THICKNESS, BUT IN NO CASE SHALL THE BITUMINOUS SURFACE COURSE BE LESS THAN 4" THICK, UNTREATED BASE COURSE LESS THAN 6" THICK, AND GRANULAR BORROW LESS THAN 12" THICK.
3. ALL ROAD CUTS SHALL BE PATCHED PER SHEET R8
4. ALL CULINARY WATER MAINS AND SERVICES MUST MAINTAIN A MINIMUM SEPARATION FROM ALL SEWER MAINS AND LATERALS OF 10'-0" HORIZONTAL AND 18" VERTICAL IN ACCORDANCE WITH THE STATE OF UTAH DIVISION OF DRINKING WATER RULES SECTION R309-550-7
5. THE 5'-0" SIDEWALK SHOWN ABOVE IS TO BE CONSIDERED THE "CITY STANDARD." OTHER LOCATIONS AND TYPES OF SIDEWALK AS REQUESTED BY THE DEVELOPER MUST BE APPROVED BY THE CITY. IF SIDEWALK IS LOCATED AGAINST THE TBC, IT MUST BE A MINIMUM OF 6 FEET IN WIDTH.
6. NATURAL GAS TYPICALLY LOCATED IN THE PARK STRIP, POWER AND COMMUNICATION LINES TYPICALLY LOCATED BEHIND PROPERTY LINES OR IN LOT EASEMENTS.
7. SEAL COAT CONSISTS OF THE FOLLOWING: UDOT TYPE C CHIP & SEAL W/ CSS1h FOG SEAL, OR TYPE III SLURRY SEAL COAT AS DIRECTED BY CITY ENGINEER.
 - a. CHIP SEAL PER APWA 32 01 13.64 AND CITY MODIFICATIONS, AND
 - b. FOG SEAL PER APWA 32 01 13.50
8. IMPORTED FILL UNDER ROADWAY SHALL BE GRANULAR BORROW, 3" MAX.
9. ALL EARTHWORK SHALL BE SUBJECT TO SOIL TESTING.
10. NO TREES IN PARK STRIPS LESS THAN 6'-0" WIDE.

11. THE SPECIAL RESIDENTIAL STREET SECTION SHALL BE USED FOR RESIDENTIAL ROADWAYS THAT QUALIFY TO BE WIDER (AS PER UTAH CODE 10-9A-508(51)). THE CITY CAN REQUIRE THE INSTALLATION OF PAVEMENT IN EXCESS OF 32 FEET FOR RESIDENTIAL ROADS THAT MEET THE FOLLOWING CONDITIONS:

- TO ADDRESS SPECIFIC TRAFFIC FLOW CONSTRAINTS AT AN INTERSECTION, MID-BLOCK CROSSINGS, OR OTHER AREAS;
- TO ADDRESS AN APPLICABLE GENERAL OR MASTER PLAN IMPROVEMENT, INCLUDING TRANSPORTATION BICYCLE LANES, TRAILS, OR OTHER SIMILAR IMPROVEMENTS THAT ARE NOT INCLUDED WITHIN AN IMPACT FEE AREA;
- TO ADDRESS TRAFFIC FLOW CONSTRAINTS FOR SERVICE TO OR ABUTTING HIGHER DENSITY DEVELOPMENTS OR USES THAT GENERATE HIGHER TRAFFIC VOLUMES, INCLUDING COMMUNITY CENTERS, SCHOOLS, AND OTHER SIMILAR USES;
- AS NEEDED FOR THE INSTALLATION OR LOCATION OF A UTILITY WHICH IS MAINTAINED BY THE MUNICIPALITY AND IS CONSIDERED A TRANSMISSION LINE OR REQUIRES ADDITIONAL ROADWAY WIDTH;
- FOR THIRD-PARTY UTILITY LINES THAT HAVE AN EASEMENT PREVENTING THE INSTALLATION OF UTILITIES MAINTAINED BY THE MUNICIPALITY WITHIN THE ROADWAY;
- FOR UTILITIES OVER 12 FEET IN DEPTH;
- FOR ROADWAYS WITH A DESIGN SPEED THAT EXCEEDS 25 MILES PER HOUR;
- AS NEEDED FOR FLOOD AND STORMWATER ROUTING;
- AS NEEDED TO MEET FIRE CODE REQUIREMENTS FOR PARKING AND HYDRANTS;
- OR AS NEEDED TO ACCOMMODATE STREET PARKING.

CITY MODIFIED COMPACTION STANDARD REQUIREMENTS		
ONE TEST PER LOT. VERIFY DENSITY USING NUCLEAR TESTS, ASTM D2922		
MATERIAL	PROCTOR	LOT SIZE
AGGREGATE BASE COURSE	MODIFIED PROCTOR, ASTM D1557	<u>PCC OR AC SURFACE COURSE:</u> 1,000 SQUARE YARDS PER LIFT
		<u>DRIVEWAY APPROACH:</u> 400 SQUARE FEET PER LIFT
		<u>SIDEWALK:</u> 200 LINEAR FEET PER LIFT
		<u>CURB, GUTTER, AND WATERWAYS:</u> 200 LINEAR FEET PER LIFT



PROJECT ENGINEER
8/15/2022
DATE

[illegible]

SCALE:

N. T. S.

DESIGNED _____
DRAWN _____
CHECKED _____



CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767
www.jonescivil.com



- STREET NOTES:**
1. EXACT LOCATION OF STREET AND REGULATORY SIGNS SHALL BE SPECIFIED BY THE PUBLIC WORKS DEPARTMENT.
 2. PRESSURIZED IRRIGATION SYSTEM DESIGN AS APPROVED BY THE SECONDARY WATER PROVIDER.
 3. CULINARY WATER SYSTEM LAYOUT AS APPROVED BY BONA VISTA WATER.
 4. CITY UTILITY LINES MUST BE LOCATED IN A PUBLIC RIGHT-OF-WAY. NO CITY UTILITIES MAY BE CONSTRUCTED ON PRIVATE PROPERTY. ANY UTILITY LINES MAINTAINED BY THE CITY MUST ALSO BE IN A PUBLIC RIGHT-OF-WAY.

(NOTES CONTINUED BELOW)

20' RADIUS FOR RESIDENTIAL;
30' RADIUS FOR STATE ROADS
OR AS APPROVED BY UDOT

10' RADIUS
PROPERTY LINE (TYP.)

FIRE HYDRANT
(TYP.)

2.5' FROM TBC

10' (TYP.)
OR AS DIRECTED
CITY ENGINEER

CULINARY WATER

7'-0"

SANITARY SEWER

7'-0"

STORM DRAIN

2'-0"

STOP SIGN LOCATION
(SEE STREET NOTES 1)

STREETLIGHT
ASSEMBLY

5. a. WHEN LOCATING STREET LIGHTING
ALWAYS INSTALL ASSEMBLY WITH MAST
ARM AT RIGHT ANGLES TO STREET.

b. LOCATE STREET LIGHT IN CLOSE
PROXIMITY TO STREET SIGN.

c. T-INTERSECTION SHALL BE LIT WITH
LIGHT ASSEMBLY LOCATED OPPOSITE OF
CENTERLINE OF INTERSECTING STREET.
(SEE DIAGRAM BELOW)

d. SEE SHEET G2 FOR STREET LIGHT
DETAILS.

CURB

PROPERTY LINES

STREET LIGHT

60' R.O.W.

32' ASPHALT

7'-0"

7'-0"

3'-0"

3.5' FROM TBC

IRR

W

S

60' R.O.W.

32' ASPHALT

7'-0"

7'-0"

3'-0"

3.5' FROM TBC

IRR

W

S

STD. ADA RAMP
(SEE SHEET R4)

CLUSTER IRR VALVES AS
SHOWN. LID MUST SPECIFY
"IRR", SQUARE CONC. COLLAR
REQ'D (SEE NOTE 2)

SURVEY MONUMENT
(SEE DETAIL THIS SHEET)

LOCATE VALVES AT ROW
(PROPERTY) LINE PROJECTION

SANITARY SEWER MANHOLE W/
CONCRETE COLLAR (SEE SHEET SS2)

STORM DRAIN MANHOLE
W/ CONCRETE COLLAR
(SEE SHEET SD3)

STORM DRAIN COMBO
BOX (TYP.)

2'-0"

GATE VALVE
W/ CONCRETE
COLLAR

10' FROM BCR

8' FROM TBC

BCR

IRR

W

S

FH VALVE
W/ CONCRETE
COLLAR

IRR

W

S

CONC. CURB & GUTTER
CONTRACTION JOINTS EVERY 10' (TYP.)

8.5' FROM TBC

IRR

W

S

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)

R.O.W. (PROPERTY)
LINE

CITY STANDARD 5'
CONCRETE SIDEWALK (TYP.)
SEE DETAIL SHEET R7

SIDEWALK EXPANSION JOINTS
EVERY 50' & CONTRACTION JOINTS
EVERY 5' TYP. (SEE JOINT DETAIL
ON SHEET R7)

STANDARD SINGLE OR DOUBLE CATCH BASIN
AS SPECIFIED BY THE CITY ENGINEER

EXPANSION JOINTS (TYP.)

STREETLIGHT ASSEMBLY
(LOCATE AS DIRECTED
BY CITY ENGINEER)
SEE SHEET G2

WHERE THE PARK STRIP FRONTS ON A
STORM DRAIN DETENTION BASIN,
PROVIDE A WEED BARRIER FABRIC
AND 6" DEPTH OF 3/4" WASHED
DRAIN ROCK OR APPROVED EQUAL

INDIVIDUAL MAILBOX
(SEE NOTE A4)

STAMPED CURB MARK REQUIRED
FOR LATERAL LOCATING
PURPOSES (SEE SHEET SS1)

SECONDARY WATER SERVICE LATERALS
SHALL NOT BE INSTALLED AT THE
SAME LOCATION AS A FIRE HYDRANT
(SEE STREET NOTES 2)

SEWER LATERAL
(SEE SHEET SS1)

10'-0"

CULINARY WATER
LATERAL CENTERED
ON LOT

5'-0" MIN.
(SEE SHEET R3)

PROPERTY LINE

DRIVEWAY APPROACH
(SEE SHEET R3)

STAINLESS STEEL PIN CURB
MARKER REQ'D FOR PROPERTY
LINE LOCATING PURPOSES

10' MIN. SEPARATION
(FROM EDGE OF WATER PIPE
TO EDGE OF SEWER PIPE)

SEWER MAIN

GENERAL LOT UTILITY LATERAL
CONFIGURATION DETAIL

3" DIA. BRASS SURVEY MONUMENT
POST - "D&L SUPPLY" K-9090

PEA GRAVEL SUMP

(3) #5 REBAR ASTM
A615 GRADE 60

12"Ø x 9 3/4" LONG P.V.C.
C-900 PIPE SECTION

CONCRETE COLLAR
(SEE SHEET R7)

ASPHALT SURFACE

ROAD BASE

12"Ø x 9 3/4" LONG P.V.C.
C-900 PIPE SECTION

WASHED PEA GRAVEL

CONCRETE BASE CLASS
4000 CONCRETE per
APWA SECTION 03 30 04

(3) #5 REBAR ASTM
A615 GRADE 60

BACKFILL ALL SIDES (COMPACT
per APWA SECTION 31 23 26)

COMPACT BOTTOM OF EXCAVATED HOLE
BEFORE PLACING MONUMENT POST

LOCAL RESIDENTIAL
STREET INTERSECTION

R.O.W. (PROPERTY)
LINE

LOCATE CBU A MIN. 40'
BACK OF PROPERTY LINE
(INTERSECTION CLEAR VIEW)

MAILBOX/CBU (SEE NOTES
A1-A4 THIS SHEET)

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)

8.5' FROM TBC

IRR

W

S

CONC. CURB & GUTTER
CONTRACTION JOINTS EVERY 10' (TYP.)

8.5' FROM TBC

IRR

W

S

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
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JOINTS EVERY 6' TYP. (SEE JOINT
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S

CONC. CURB & GUTTER
CONTRACTION JOINTS EVERY 10' (TYP.)

8.5' FROM TBC

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W

S

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)

R.O.W. (PROPERTY)
LINE

LOCATE CBU A MIN. 40'
BACK OF PROPERTY LINE
(INTERSECTION CLEAR VIEW)

MAILBOX/CBU (SEE NOTES
A1-A4 THIS SHEET)

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
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6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)

R.O.W. (PROPERTY)
LINE

LOCATE CBU A MIN. 40'
BACK OF PROPERTY LINE
(INTERSECTION CLEAR VIEW)

MAILBOX/CBU (SEE NOTES
A1-A4 THIS SHEET)

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)

8.5' FROM TBC

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W

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CONC. CURB & GUTTER
CONTRACTION JOINTS EVERY 10' (TYP.)

8.5' FROM TBC

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6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)

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CONC. CURB & GUTTER
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6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
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8.5' FROM TBC

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CONC. CURB & GUTTER
CONTRACTION JOINTS EVERY 10' (TYP.)

8.5' FROM TBC

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W

S

6' SIDEWALK EXPANSION
JOINTS EVERY 48' & CONTRACTION
JOINTS EVERY 6' TYP. (SEE JOINT
DETAIL ON SHEET R7)



PROJECT ENGINEER
DATE 8/15/2022

REV.	DATE	APPR.

SCALE:
N. T.S.

DESIGNED _____
DRAWN _____
CHECKED _____

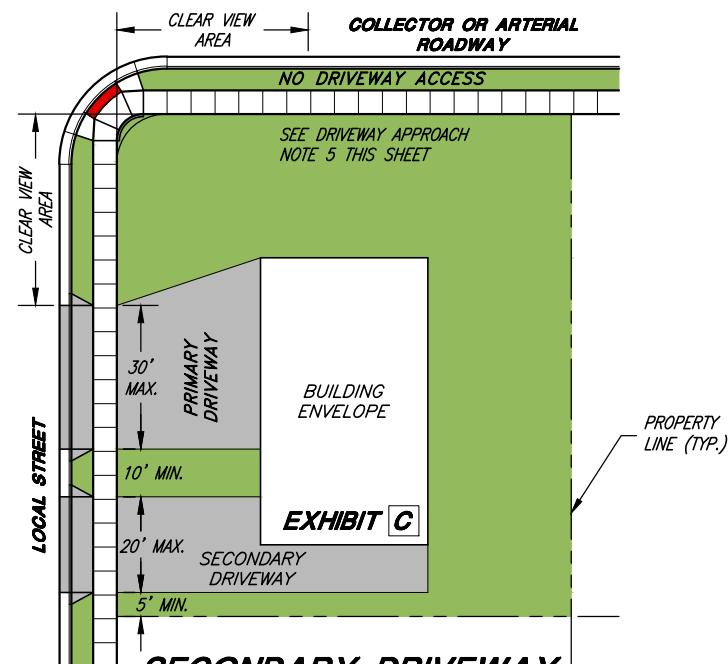
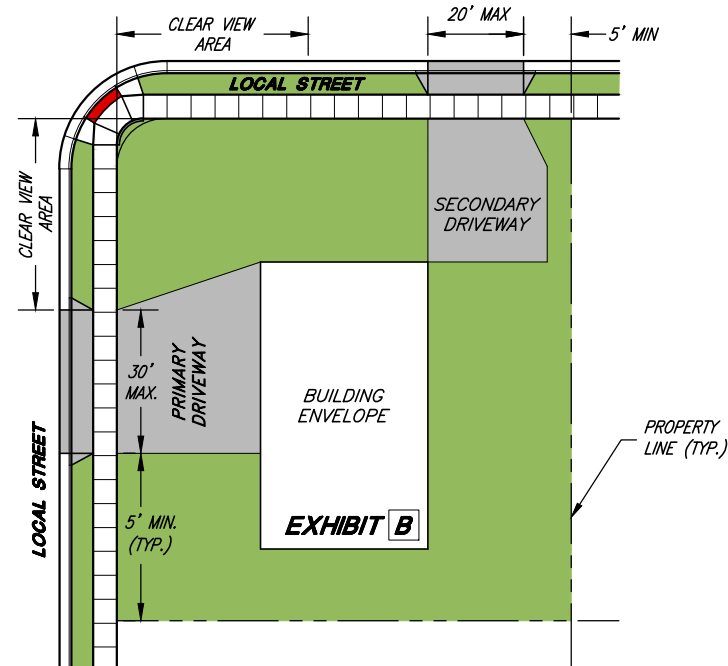
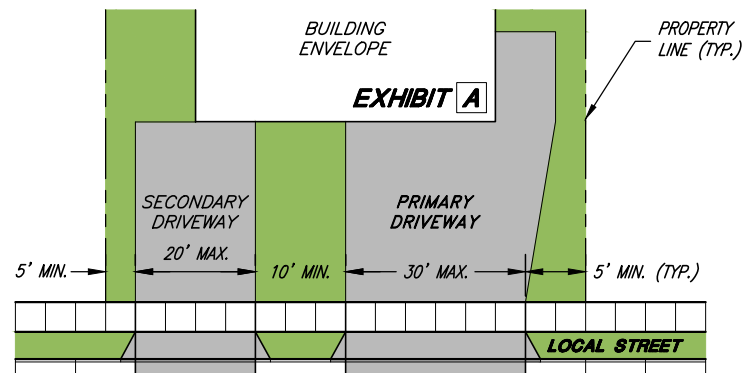


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HARRISVILLE CITY CORPORATION
PUBLIC WORKS - ROAD IMPROVEMENT STANDARDS
TYPICAL STREET INTERSECTION, UTILITY LATERAL
CONFIGURATION & STREET MONUMENT DETAILS

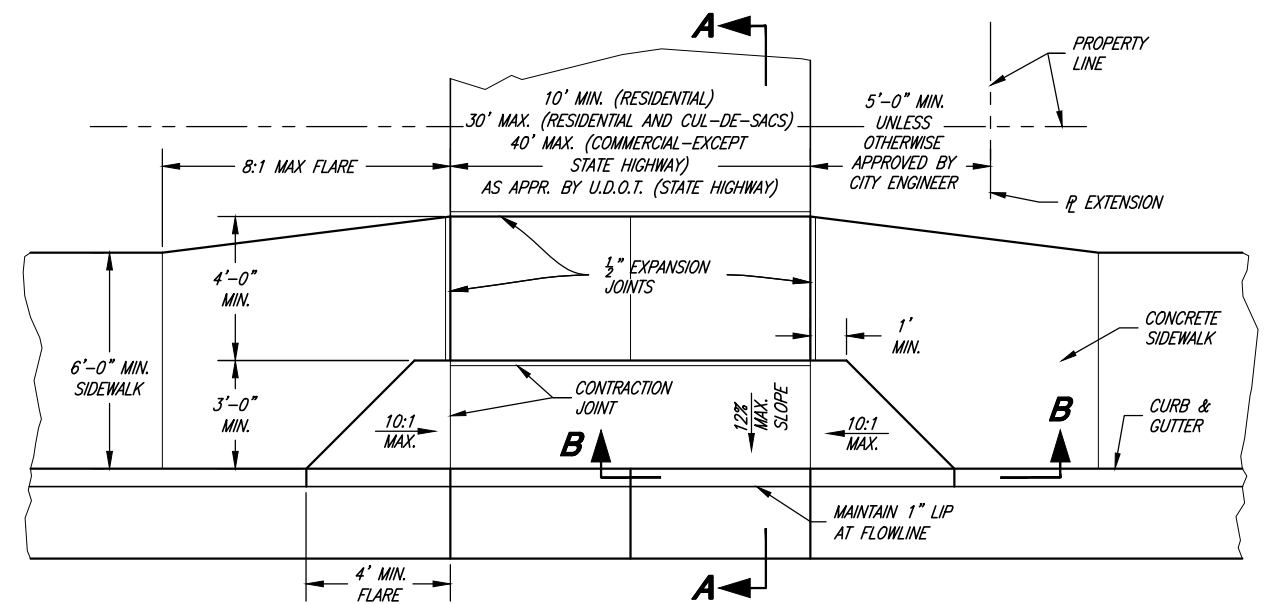
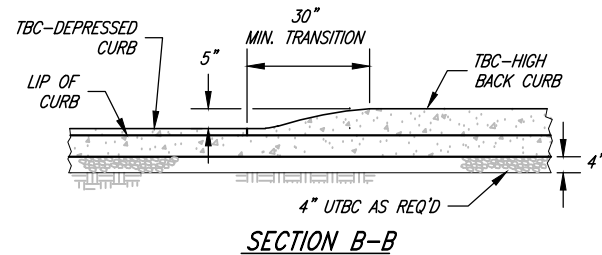
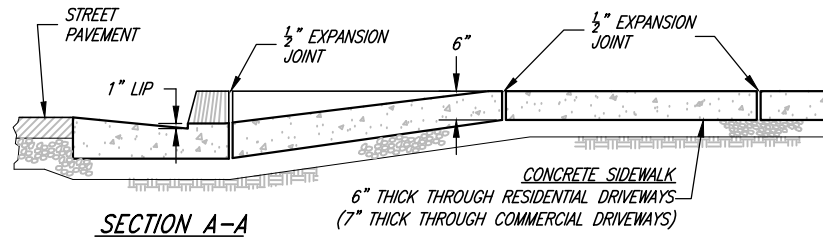
SHEET:
R2
OF 1 SHEETS
0



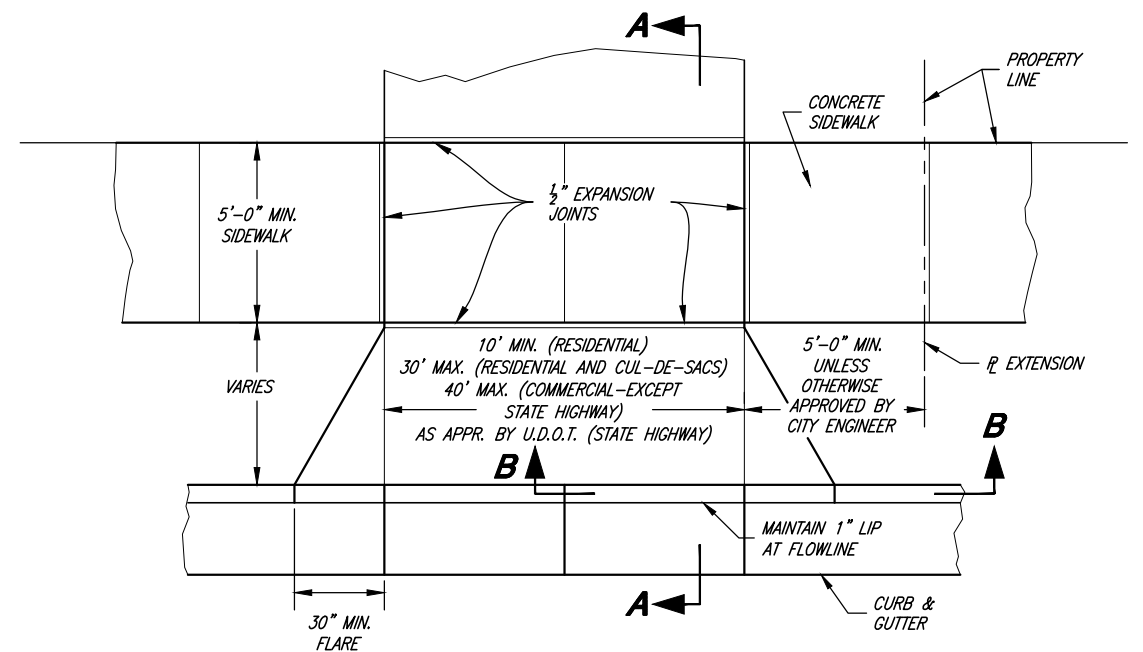
**SECONDARY DRIVEWAY
EXHIBITS**

DRIVEWAY APPROACH NOTES:

1. IN NEW SUBDIVISIONS WHERE FUTURE DRIVEWAY LOCATIONS ARE UNKNOWN, THE DRIVEWAY APPROACH SHALL BE MADE BY SAW CUTTING THE BACK OF THE EXISTING CURB TO THE REQUIRED DRIVEWAY WIDTH. ALL SAW CUTTING SHALL BE ACCOMPLISHED BY A CITY APPROVED LICENSED CONTRACTOR.
2. SCORE SIDEWALK $\frac{1}{2}$ OF SIDEWALK THICKNESS AT EACH 5'-0" OR 6'-0" SECTION. EXPANSION JOINTS AT EACH 50'-0" (5'-0" SIDEWALK) OR 48'-0" (6'-0" SIDEWALK). PROVIDE ADDITIONAL CONTRACTION JOINTS ON OVERSIZED DRIVEWAYS AT 5'-0" MAX. SPACING
3. APPROACHES SHALL NOT BE ALLOWED ON CORNER LOTS WITHIN THE CLEAR VIEW AREA.
4. FOR EACH SINGLE FAMILY OR TWO-FAMILY DWELLING, NOT MORE THAN TWO (2) DRIVEWAY APPROACHES SHALL BE ALLOWED. TWO APPROACHES MUST BE APPROVED BY THE HARRISVILLE CITY PUBLIC WORKS DEPARTMENT. (SEE DRIVEWAY EXHIBITS A-C)
 - a. THE WIDTH OF THE SECONDARY DRIVEWAY APPROACH SHALL NOT EXCEED 20 FEET.
 - b. SPACING BETWEEN THE PRIMARY DRIVEWAY AND THE SECONDARY DRIVEWAY SHALL BE A MINIMUM TEN FEET, NOT INCLUDING FLAIRS.
 - c. THE SECONDARY DRIVEWAY MUST BE NO CLOSER THAN FIVE FEET FROM THE ADJACENT PROPERTY LINE, AS MEASURED FROM PROPERTY LINE TO EDGE OF DRIVEWAY.
5. IF A RESIDENTIAL LOT HAS TWO FRONTAGES AND ONE OF THOSE FRONTAGES IS LOCATED ON A COLLECTOR OR ARTERIAL STREET, THE PRIMARY DRIVEWAY SHALL BE LOCATED ON THE RESIDENTIAL STREET ONLY. NO DRIVEWAY ACCESS WILL BE PERMITTED ONTO THE COLLECTOR OR ARTERIAL STREET. (SEE DRIVEWAY EXHIBIT C)
6. SECONDARY DRIVEWAY APPROACHES ARE NOT PERMITTED WITHIN CUL-DE-SACS.



DRIVEWAY APPROACH W/ ADJACENT SIDEWALK



DRIVEWAY APPROACH W/ PARK STRIP
DROP DOWN STYLE (CITY STANDARD)



PROJECT ENGINEER
8/15/2022
DATE

REV.	DATE	APPR.

SCALE:
N. T.S.

DESIGNED _____
DRAWN _____
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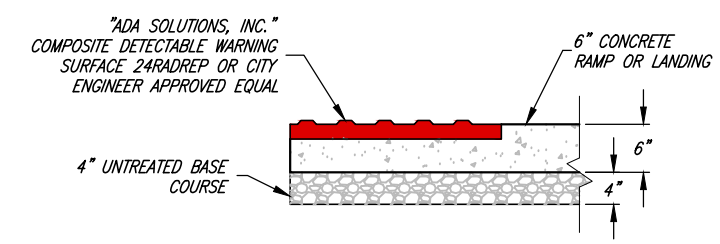


HARRISVILLE CITY CORPORATION
PUBLIC WORKS - ROAD IMPROVEMENT STANDARDS
TYPICAL DRIVE APPROACH DETAILS

SHEET:
R3
OF 1 SHEETS
0

DETECTABLE WARNING SURFACE NOTES:

1. LOCATE THE DETECTABLE WARNING SURFACE SO THE OUTSIDE CORNER NEAREST THE STREET IS WITHIN 1 INCH OF THE BACK OF CURB (TBC). PROVIDE 2-FOOT MINIMUM DEPTH.
2. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF CURB CUT.
3. THE DETECTABLE WARNING SURFACE DOMES SHALL BE ORIENTED SUCH THAT THE ROWS ARE PARALLEL WITH THE DIRECTION OF PEDESTRIAN TRAVEL TO THE RAMP ON THE OPPOSITE SIDE OF THE STREET.
4. THE STANDARD COLOR FOR THE DETECTABLE WARNING SURFACE SHALL BE RED OR PRE-APPROVED CONTRASTING COLOR. WHEN THE EXISTING SIDEWALK COLOR IS NOT STANDARD CONCRETE, THE COLOR OF THE DETECTABLE WARNING SURFACE SHALL BE DETERMINED BY THE CITY ENGINEER OR AUTHORIZED REPRESENTATIVE.
5. WHEN A DETECTABLE WARNING SURFACE DOME IS CUT, THE REMAINING PORTION OF THE DOME SHALL BE BEVELED TO A MAXIMUM SLOPE OF 1:2.



DETECTABLE WARNING SURFACE DETAIL

ADA RAMP NOTES:

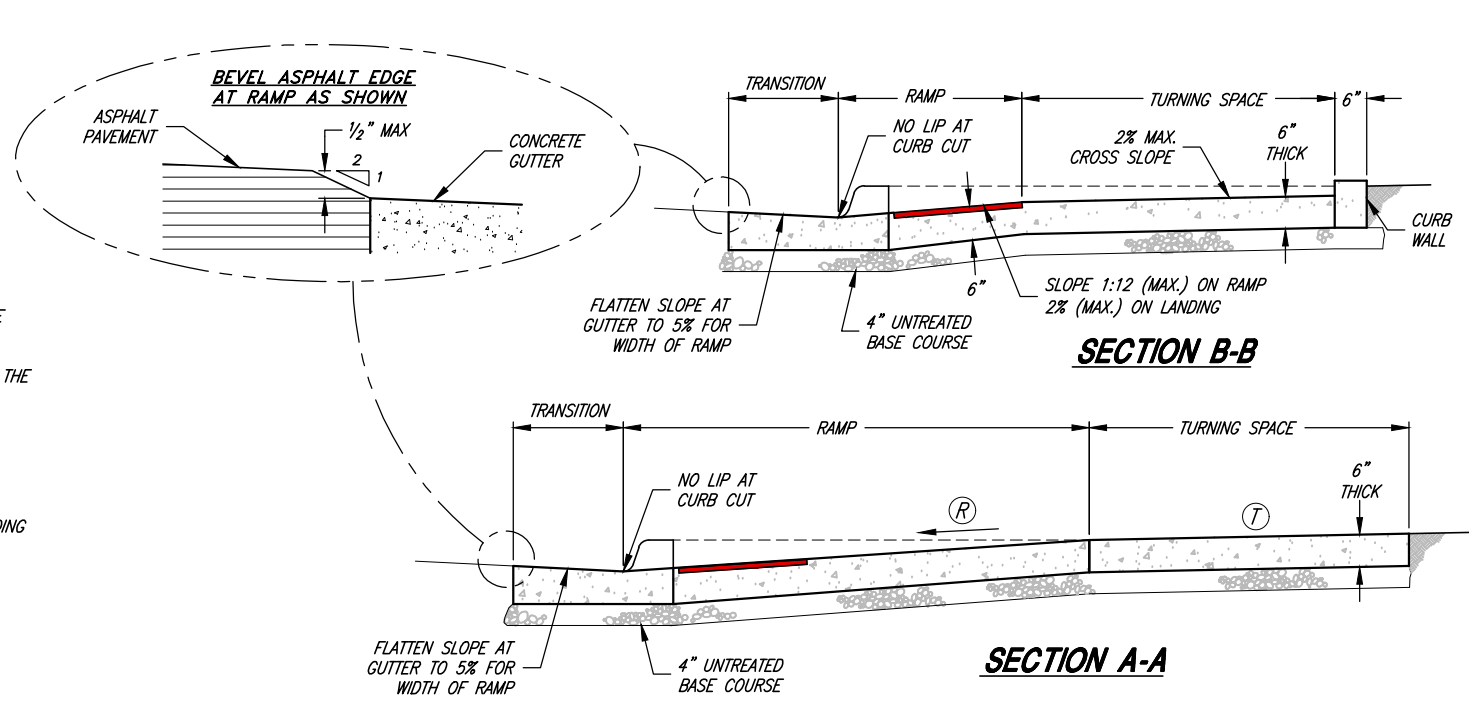
- A. WHERE DESIGNATED BY THE CITY, ALTERNATE UDOT OR APWA RAMP DESIGNS MAY BE USED WITH PRIOR APPROVAL OF THE CITY ENGINEER AND THE CITY PUBLIC WORKS DEPARTMENT. SUBMIT ENGINEERED CONSTRUCTION PLANS TO CITY ENGINEER FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
- B. SITE CONDITIONS WILL VARY. CONFIGURATION OF RAMP, LANDING, AND TRANSITION MAY BE CHANGED, BUT THEY MUST MEET DIMENSIONS AND SLOPES AS SHOWN IN THE MOST RECENT EDITION OF THE U.D.O.T. STANDARDS & SPECIFICATIONS (SHEETS PA1 THROUGH PA5). THE USE OF FLARES, CURB WALLS, ETC. ARE AT THE DISCRETION OF THE ENGINEER.
- C. LOCATE CURB CUT WITHIN CROSSWALK.
- D. RAMP GRADE BREAK MUST BE PERPENDICULAR TO THE RUNNING SLOPE.
- E. DIRECTIONAL (DUAL PARALLEL) RAMPS ARE REQUIRED ON COLLECTOR AND ARTERIAL ROADS.

SLOPE TABLE			
	ITEM	MAX RUNNING SLOPE*	MAX. CROSS SLOPE*
(T)	TURNING SPACE ²	2% (1V:48H)	2% (1V:48H)
(R)	RAMP	8.3% (1V:12H)	2% (1V:48H)
(S)	SIDEWALK	5% (1:20) ¹	2% (1V:48H)
(F1)	TRAVERSABLE SURFACE	10% (1V:10H)	--
(F2)	NON-TRAVERSABLE SURFACE	25% (1V:4H)	--
(B)	BLENDED TRANSITION	5% (1V:20H) 2% MIN.	2% (1V:48H)

* RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. CROSS SLOPE IS PERPENDICULAR TO PEDESTRIAN TRAVEL.

¹ 5% MAX OR NATURAL SLOPE OF LAND

² NOT TO EXCEED 2% IN ANY DIRECTION

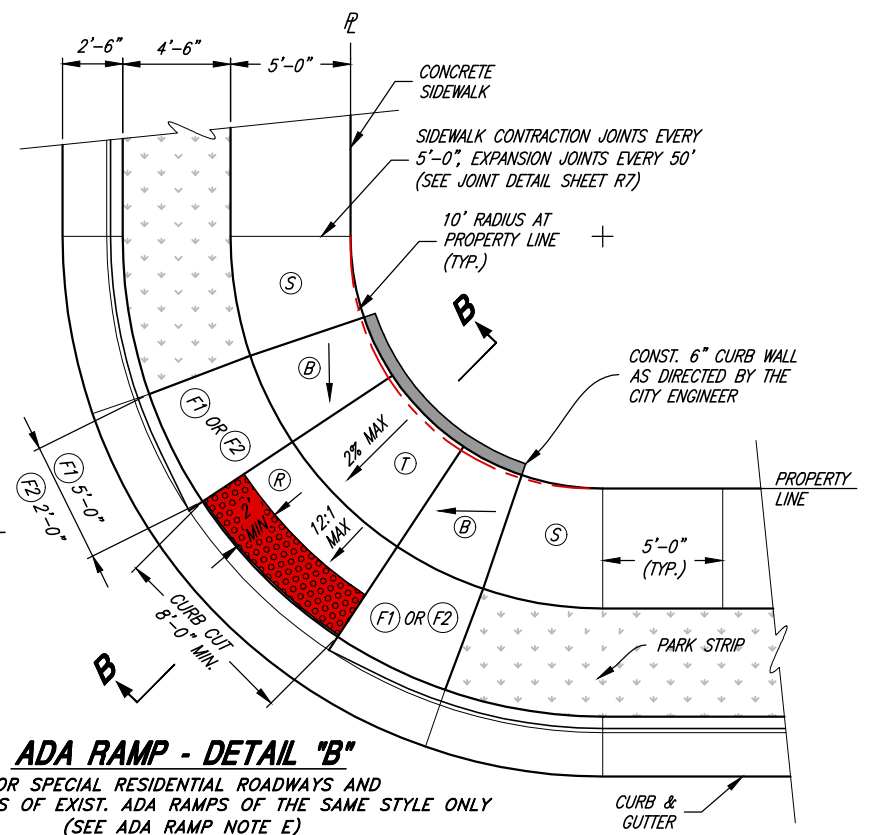


SECTION B-B

SECTION A-A

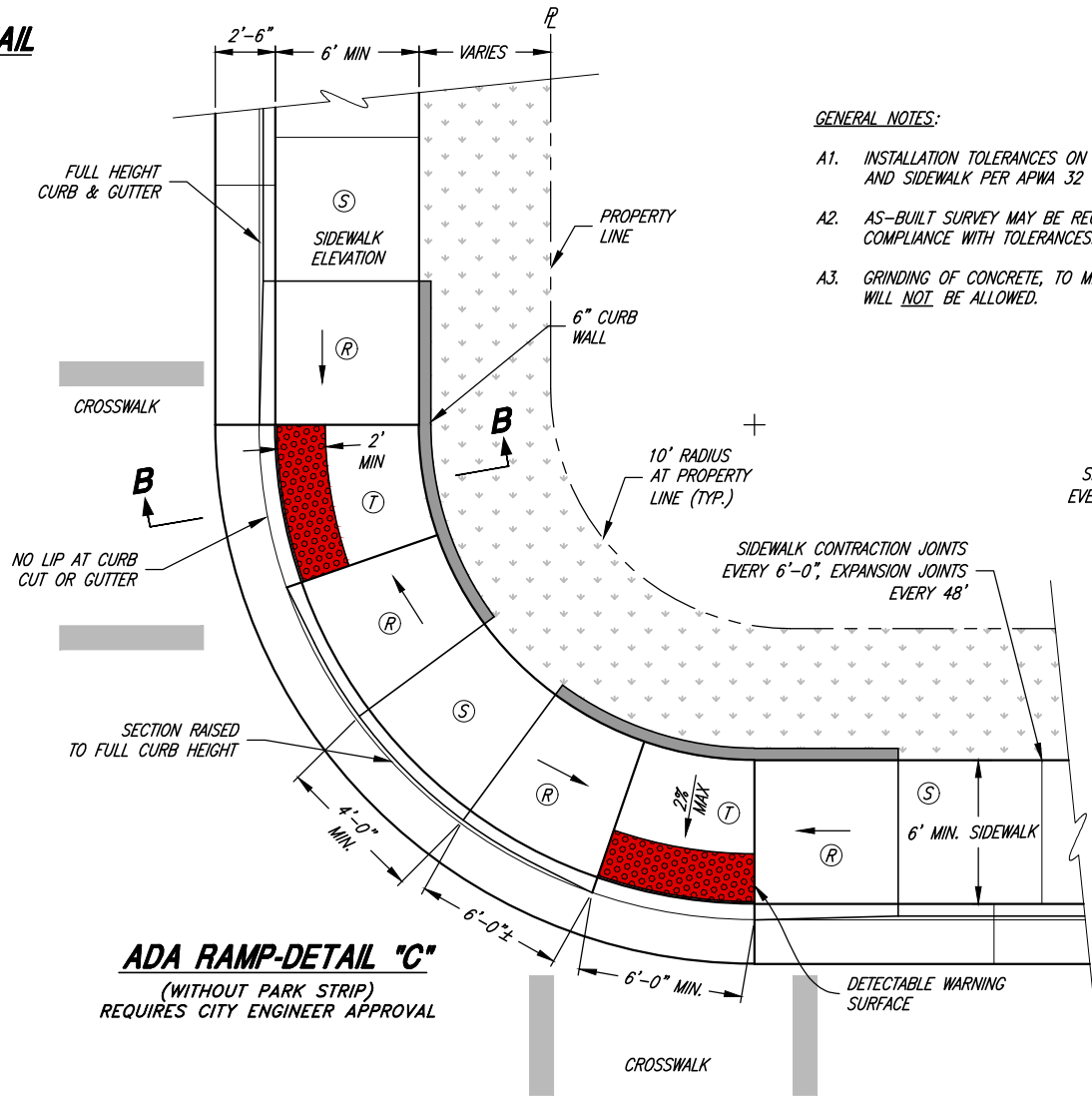
GENERAL NOTES:

- A1. INSTALLATION TOLERANCES ON CURB & GUTTER AND SIDEWALK PER APWA 32 16 13, 3.7.
- A2. AS-BUILT SURVEY MAY BE REQUIRED TO VERIFY COMPLIANCE WITH TOLERANCES.
- A3. GRINDING OF CONCRETE, TO MEET TOLERANCES, WILL NOT BE ALLOWED.



ADA RAMP - DETAIL "B"

FOR SPECIAL RESIDENTIAL ROADWAYS AND REPLACEMENTS OF EXIST. ADA RAMPS OF THE SAME STYLE ONLY (SEE ADA RAMP NOTE E)

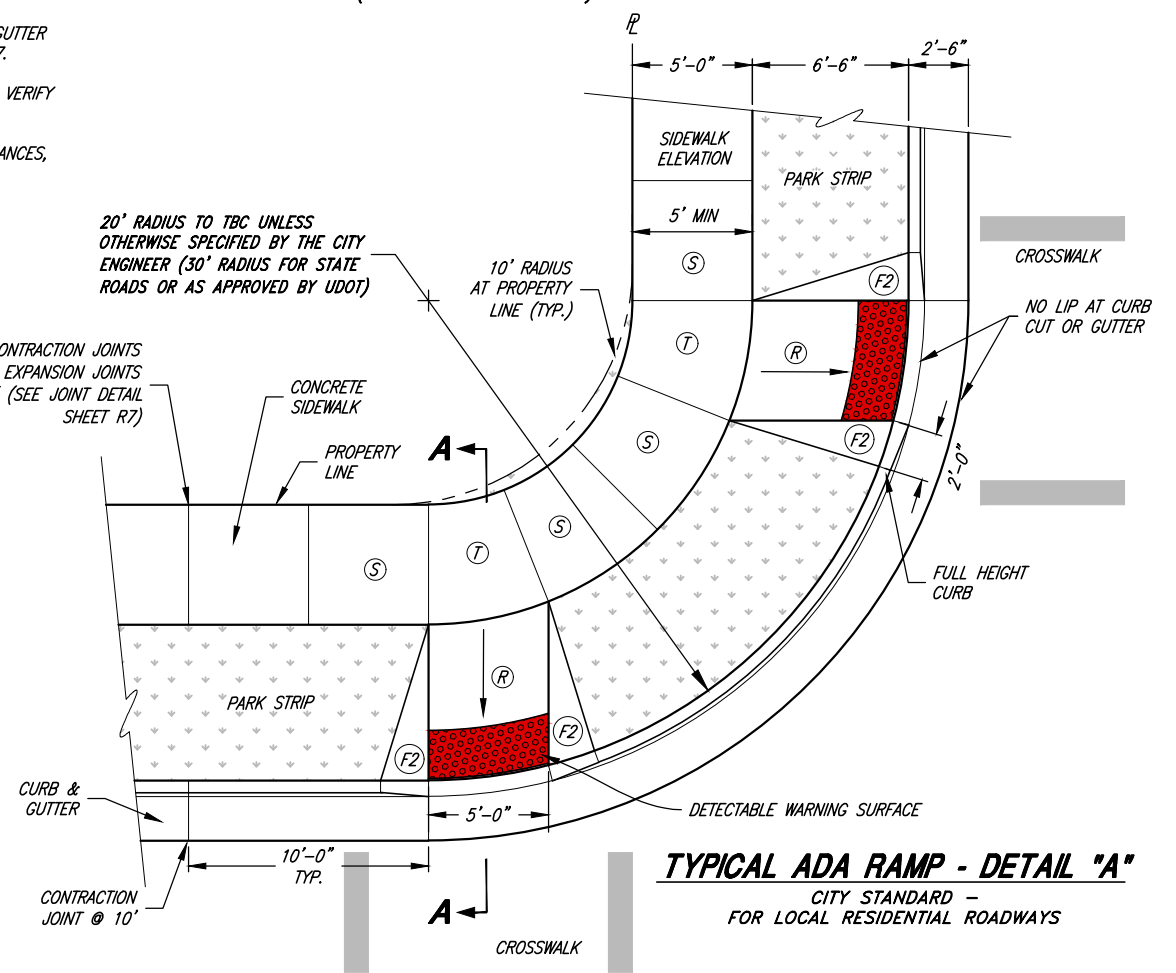


ADA RAMP-DETAIL "C"

(WITHOUT PARK STRIP) REQUIRES CITY ENGINEER APPROVAL

20' RADIUS TO TBC UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER (30' RADIUS FOR STATE ROADS OR AS APPROVED BY UDOT)

SIDEWALK CONTRACTION JOINTS EVERY 5'-0", EXPANSION JOINTS EVERY 50' (SEE JOINT DETAIL SHEET R7)



TYPICAL ADA RAMP - DETAIL "A"

CITY STANDARD - FOR LOCAL RESIDENTIAL ROADWAYS

- TRAFFIC SIGN NOTES:
- A. STREET SIGN BACKGROUND SHALL BE REGULATORY GREEN. BOTH STREET AND TRAFFIC SIGNS SHALL BE AT THE VERY LEAST HIGH INTENSITY REFLECTIVE SHEETING (9FP-B5 TYPE IIIA)
 - B. LEGEND SHALL BE WHITE LETTERS (FONT: HIGHWAY C), HIGH INTENSITY REFLECTIVE SHEETING (9FP-B5 IIIA)
 - C. SIGN BLANK SHALL BE 6081-T6 HEAT TREATED HIGH TENSILE DEGREASED ALUMINUM W/ALODINE 1200 FINISH-THICKNESS SHALL BE 0.08"
 - D. EACH SIGN SHALL CONSIST OF TWO PLATES RIVETED TOGETHER & MOUNTED AS SHOWN
 - E. SIGNS ON PRIVATE ROADS SHALL MEET ALL SPECIFICATIONS FOR STANDARD SIGNS, EXCEPT BACKGROUND SHALL BE BLUE. (PRIVATE SIGNS WILL NOT BE MAINTAINED BY THE CITY.)
 - F. ALL STREETS WITH NAMES MUST ALSO SHOW LOCATIONS COORDINATE DESIGNATION
 - G. ALL SIGNS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"
 - H. CONTACT CITY PRIOR TO MAKING SIGNS TO VERIFY PROPER NAMES AND COORDINATES

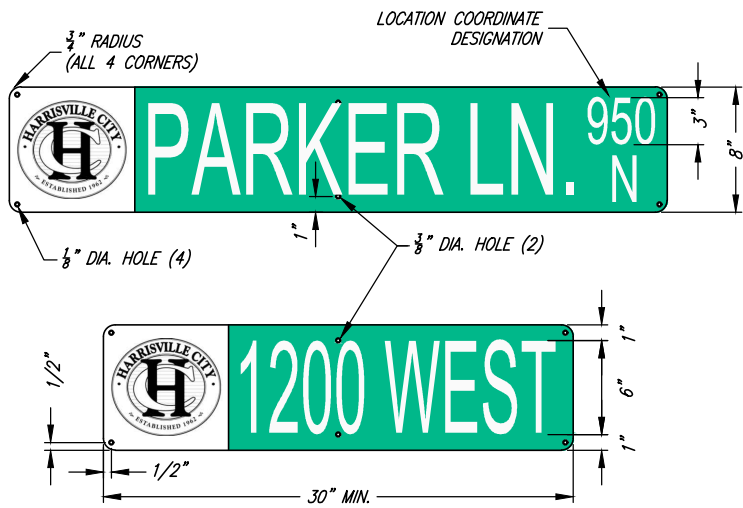
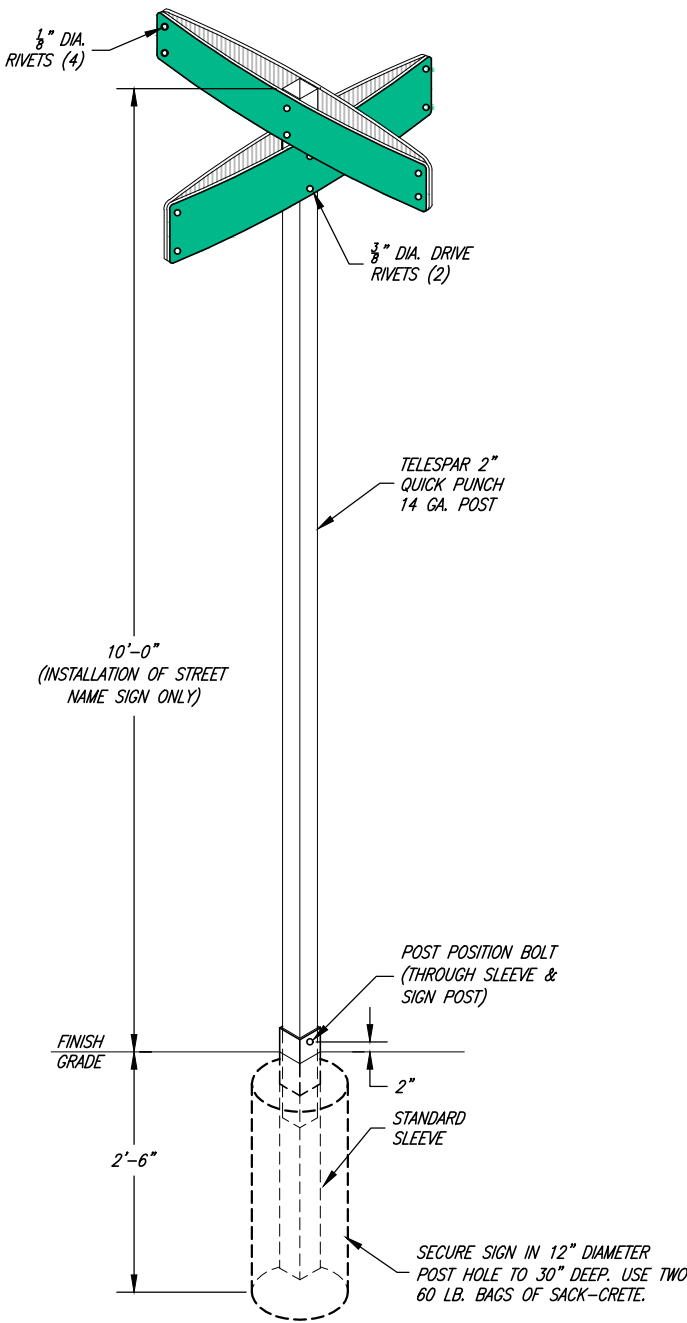
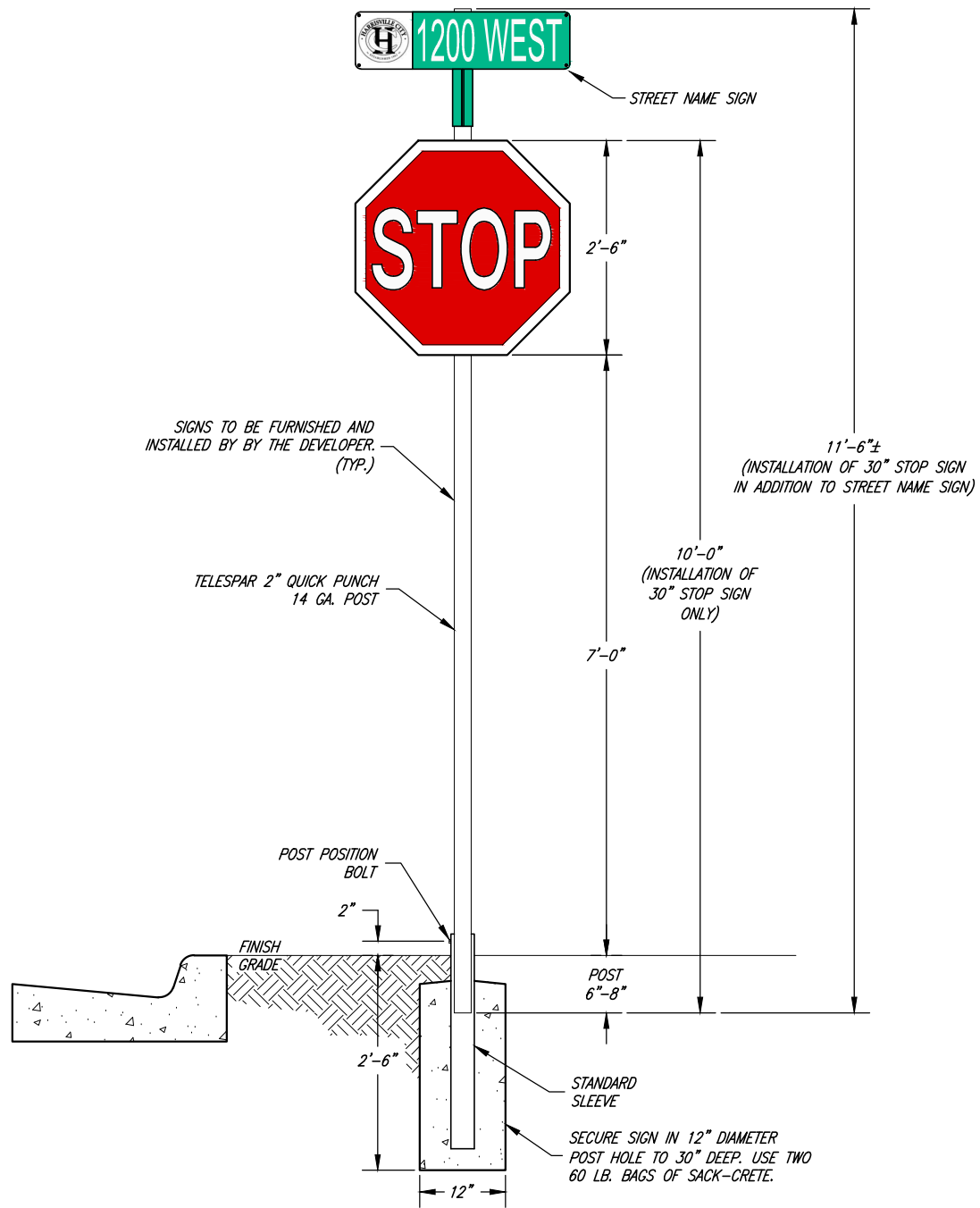


PLATE DETAIL



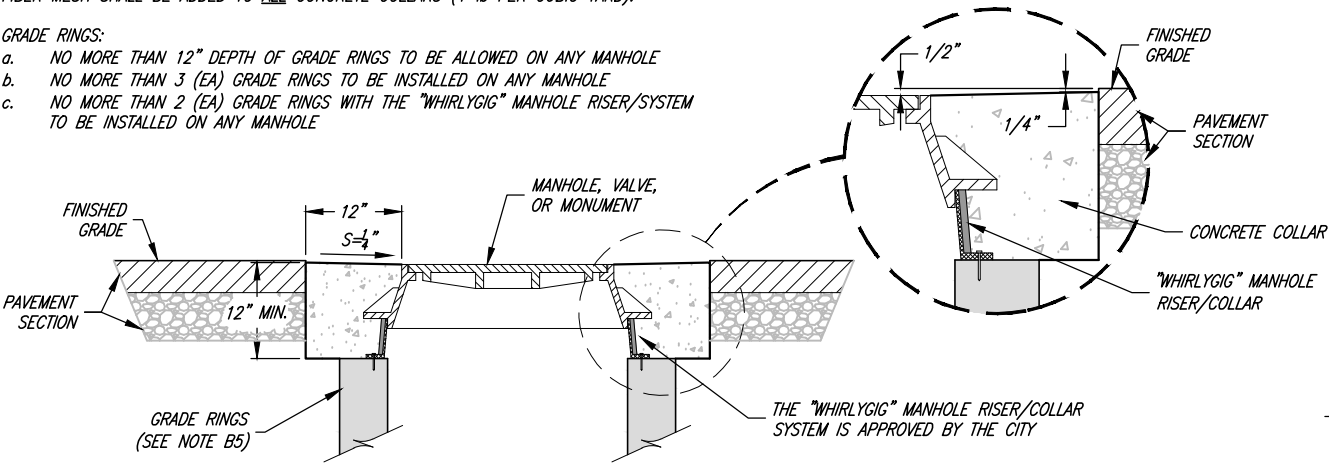
STREET SIGN & POST



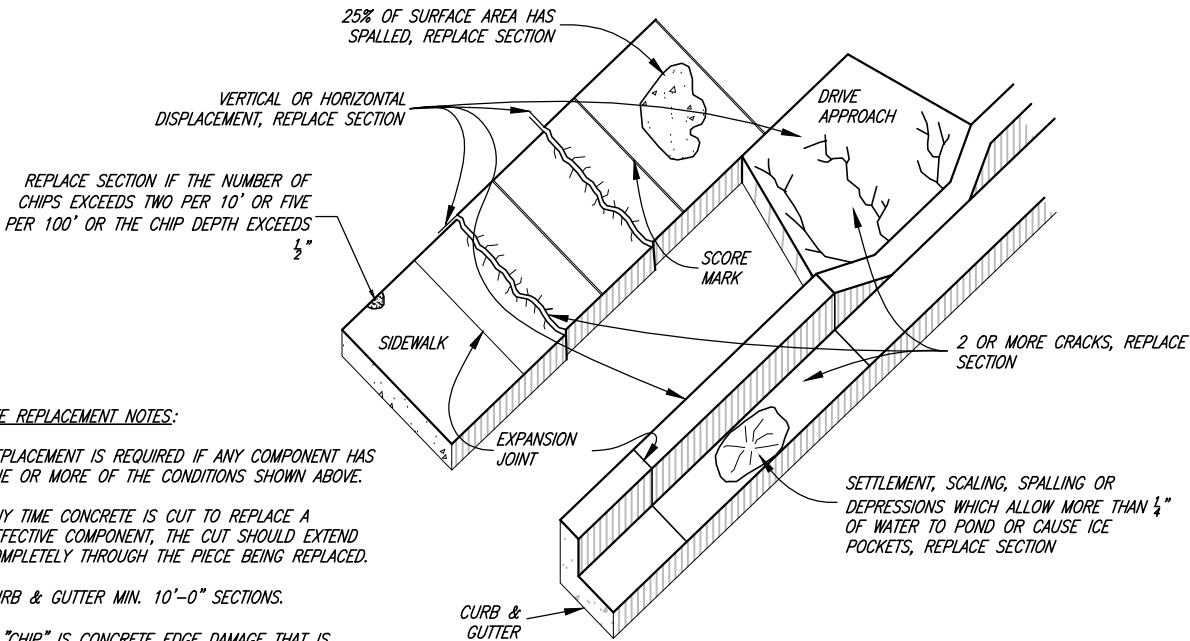
STREET / TRAFFIC SIGN & POST

CONCRETE COLLAR NOTES:

- B1. ALL CONCRETE COLLARS TO BE INSTALLED WITHIN 14 DAYS AFTER PAVING.
- B2. COLLARS AROUND MANHOLES AND CULINARY WATER VALVES ARE TO BE ROUND.
- B3. COLLARS AROUND IRRIGATION VALVES AND MANHOLES ARE TO BE SQUARE.
- B4. FIBER MESH SHALL BE ADDED TO ALL CONCRETE COLLARS (1 lb PER CUBIC YARD).
- B5. GRADE RINGS:
- a. NO MORE THAN 12" DEPTH OF GRADE RINGS TO BE ALLOWED ON ANY MANHOLE
 - b. NO MORE THAN 3 (EA) GRADE RINGS TO BE INSTALLED ON ANY MANHOLE
 - c. NO MORE THAN 2 (EA) GRADE RINGS WITH THE "WHIRLYGIG" MANHOLE RISER/SYSTEM TO BE INSTALLED ON ANY MANHOLE



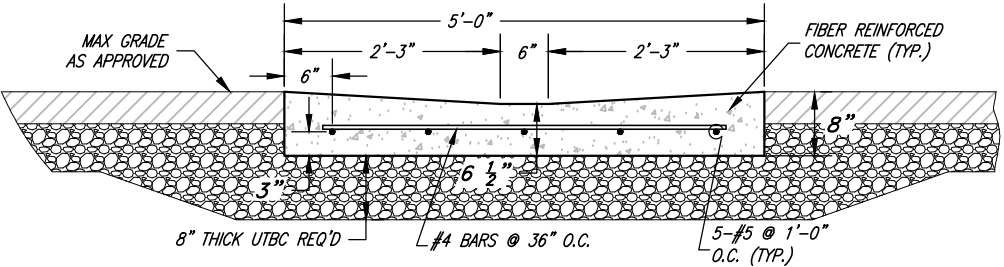
CONCRETE COLLAR DETAIL



CONCRETE REPLACEMENT NOTES:

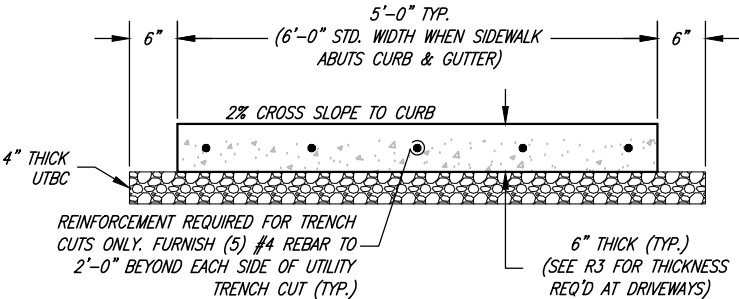
- A. REPLACEMENT IS REQUIRED IF ANY COMPONENT HAS ONE OR MORE OF THE CONDITIONS SHOWN ABOVE.
- B. ANY TIME CONCRETE IS CUT TO REPLACE A DEFECTIVE COMPONENT, THE CUT SHOULD EXTEND COMPLETELY THROUGH THE PIECE BEING REPLACED.
- C. CURB & GUTTER MIN. 10'-0" SECTIONS.
- D. A "CHIP" IS CONCRETE EDGE DAMAGE THAT IS DEEPER THAN 1/4" AND LARGER THAN 2" DIA.

DEFECTIVE CONCRETE REPLACEMENT CRITERIA



CROSS DRAIN SECTION

(FOR REPLACEMENTS ONLY - SPECIAL CASE APPROVAL REQUIRED FOR NEW CONSTRUCTION)



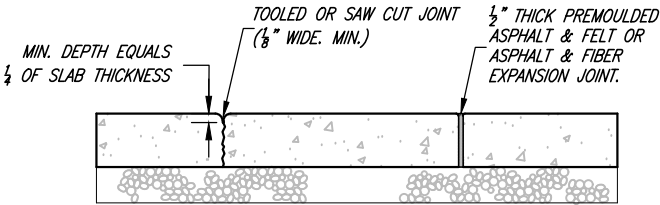
SIDEWALK SECTION

(CITY STANDARD)

GENERAL NOTES:

1. INSTALLATION TOLERANCES ON CURB & GUTTER AND SIDEWALK PER APWA 32 16 13, 3.7.
2. AS-BUILT SURVEY MAY BE REQUIRED TO VERIFY COMPLIANCE WITH TOLERANCES.
3. GRINDING OF CONCRETE, TO MEET TOLERANCES, WILL NOT BE ALLOWED.
4. CONCRETE CLASS: WHEN NOT SPECIFIED IN THE PLANS OR PROJECT SPECIFICATION, USE THE FOLLOWING TABLE TO SELECT THE CLASS OF CONCRETE REQUIRED FOR THE APPLICATION.

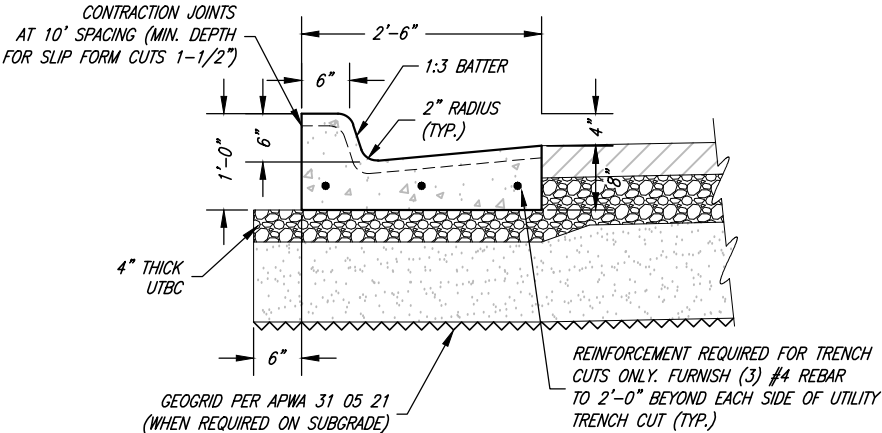
CONCRETE CLASS	APPLICATION
5,000	REINFORCED STRUCTURAL CONCRETE
4,000	SIDEWALKS, CURB, GUTTER, CROSS GUTTERS, WATERWAYS, PAVEMENTS, AND UNREINFORCED FOOTINGS AND FOUNDATIONS
3,000	THRUST BLOCKS
2,000	ANCHORS, MASS CONCRETE



CONTRACTION JOINT EXPANSION JOINT

(CRACK CONTROL JOINT)

JOINT DETAIL



CURB & GUTTER SECTION

(CITY STANDARD)

CURB & GUTTER NOTES:

- A1. WHEN REPLACING CURB DUE TO CONSTRUCTION ACTIVITY, NEW CURB MUST EXTEND 5' MIN. PAST TRENCH ON EACH SIDE.
- A2. CONCRETE CURB TO BE CONSTRUCTED USING SLIPFORMS, HAND FORMED OR STATIONARY FORMS ARE ONLY ALLOWED FOR CURB TIE-INS.
- a. EXPANSION JOINTS ARE ONLY REQ'D AT COLD JOINTS WHEN USING A SLIPFORM MACHINE.
- A3. THE SLOPE FOR CURB & GUTTER MUST BE A MINIMUM OF 0.5%.



PROJECT ENGINEER	DESIGNED	SCALE:
8/15/2022	DRAWN	N. T.S.
DATE	CHECKED	
REV.	DATE	APPR.



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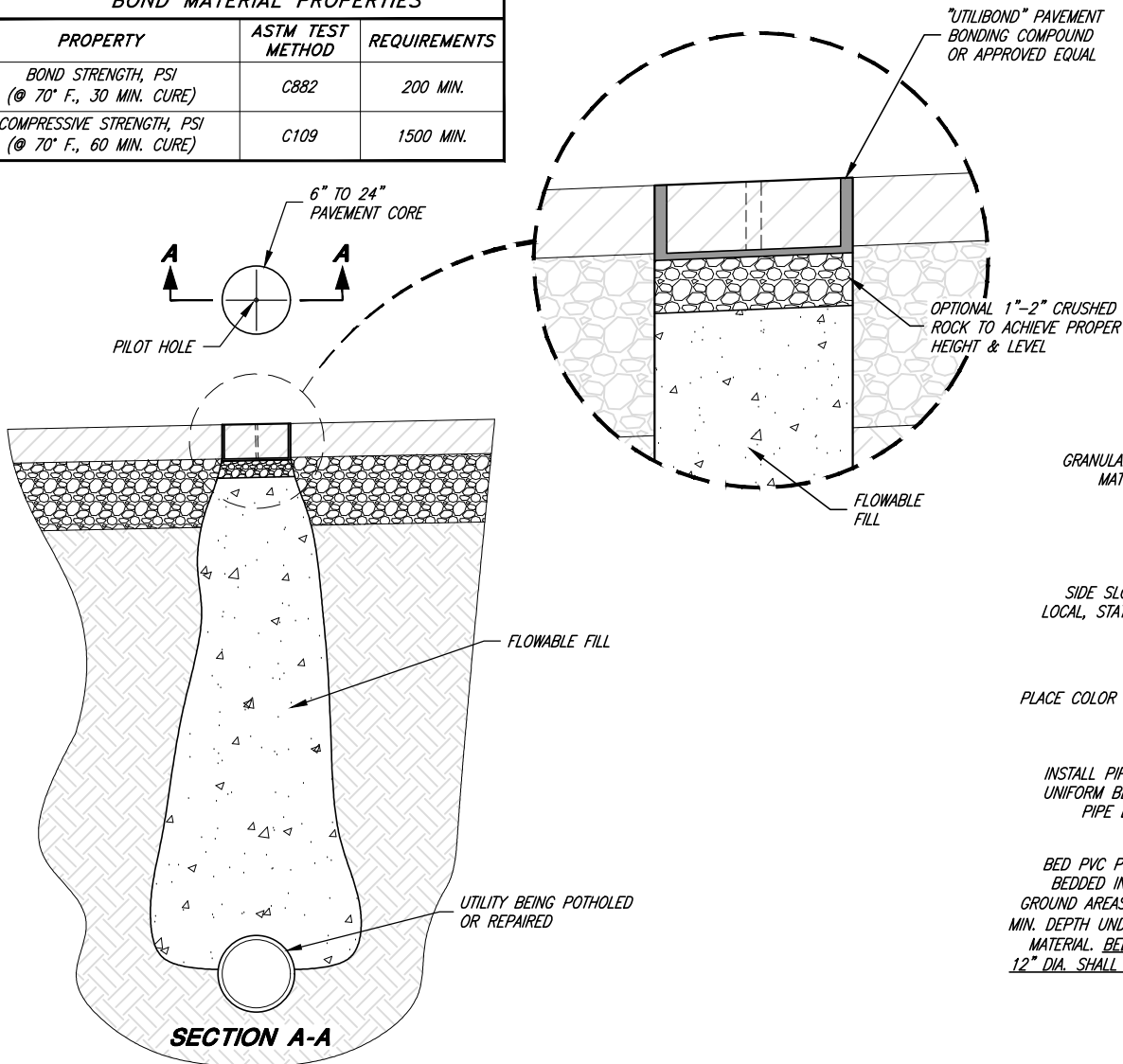
HARRISVILLE CITY CORPORATION
PUBLIC WORKS - ROAD IMPROVEMENT STANDARDS
TYPICAL SIDEWALK, CURB & GUTTER, CONCRETE COLLAR,
AND DEFECTIVE CONC. REPLACEMENT DETAILS

SHEET:
R7
OF 1 SHEETS
0

UTILITY POTHOLE NOTES:

- A1. CONTRACTOR SHALL PLACE A TEMPORARY PAINT MARK ON THE PAVEMENT TO ASSURE CORE IS REPLACED IN THE SAME ORIENTATION.
- A2. CORING SHALL BE COMPLETED PERPENDICULAR TO THE HORIZON (NOT THE PAVEMENT), AND SHALL EXTEND THE FULL ASPHALT DEPTH. CORING SHALL BE COMPLETED USING A KEYHOLE CORING SAW CAPABLE OF REMOVING AN INTACT CORE OF PAVEMENT.
- A3. CORES SHALL NOT BE LESS THAN 6 INCHES IN DIAMETER AND NO MORE THAN 24 INCHES IN DIAMETER.
- A4. SOIL SHALL BE REMOVED USING AIR/VACUUM EXTRACTION METHODS AND DISPOSED PROPERLY OFF SITE.
- A5. FLOWABLE FILL SHALL BE USED TO BACKFILL THE HOLE TO WITHIN ONE TO TWO INCHES OF THE BOTTOM OF THE EXISTING PAVEMENT.
- A6. COMPACTED GRAVEL IF NECESSARY SHALL BE USED TO BRING THE POTHOLE TO THE BOTTOM OF PAVEMENT GRADE. THE TEMPORARY PAINT MARK SHALL BE USED TO ALIGN THE CORE TO ITS ORIGINAL POSITION AND THE GRAVEL SHALL BE USED TO LEVEL THE CORE SO THE FINISH GRADE IS FLUSH WITH THE SURROUNDING ASPHALT.
- A7. PAVEMENT BONDING COMPOUND SHALL BE USED TO RESTORE THE CORE TO ITS ORIGINAL CONDITION COMPLETELY FLUSH WITH THE SURROUNDING ASPHALT. THE COMPOUND SHALL BE POURED IN THE POTHOLE AND THE CORE PLACE IN AFTER CAUSING THE PAVEMENT BONDING COMPOUND TO FLOW TO THE SURFACE. ALL EXCESS BONDING AGENT SHALL BE REMOVED.
- A8. CORES SHALL BE ALLOWED TO CURE PER MANUFACTURER'S RECOMMENDATIONS PRIOR TO OPENING TO TRAFFIC.

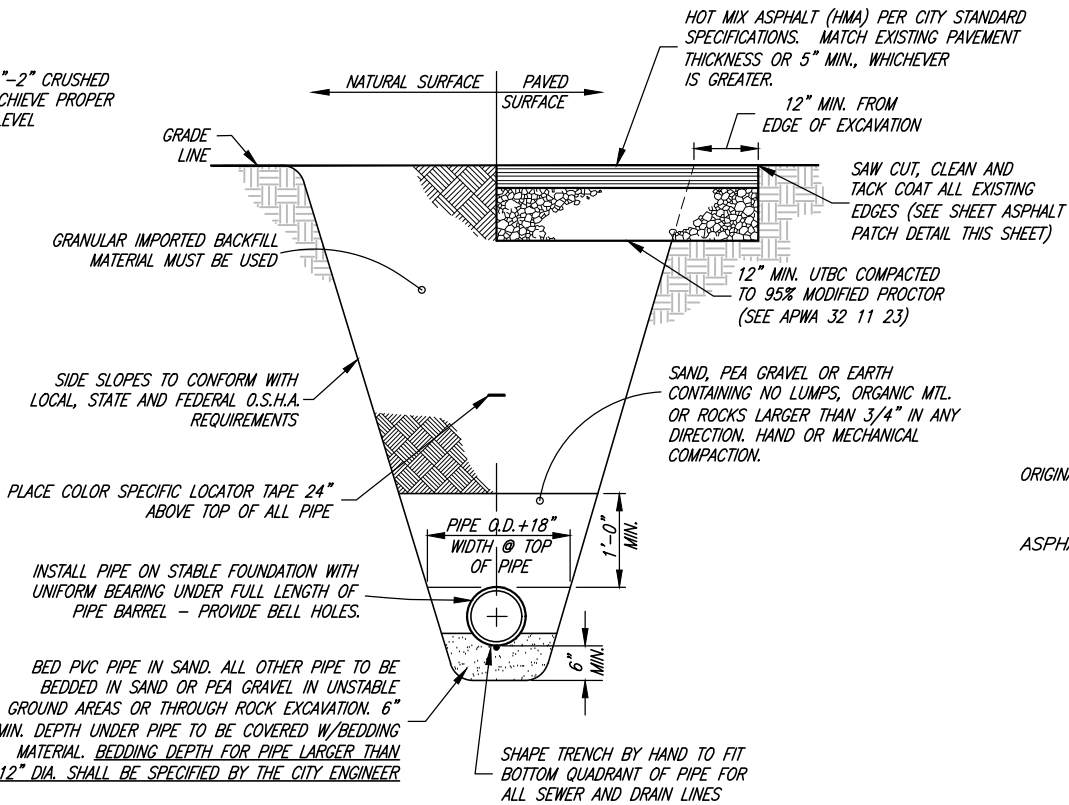
BOND MATERIAL PROPERTIES		
PROPERTY	ASTM TEST METHOD	REQUIREMENTS
BOND STRENGTH, PSI (@ 70° F., 30 MIN. CURE)	C882	200 MIN.
COMPRESSIVE STRENGTH, PSI (@ 70° F., 60 MIN. CURE)	C109	1500 MIN.



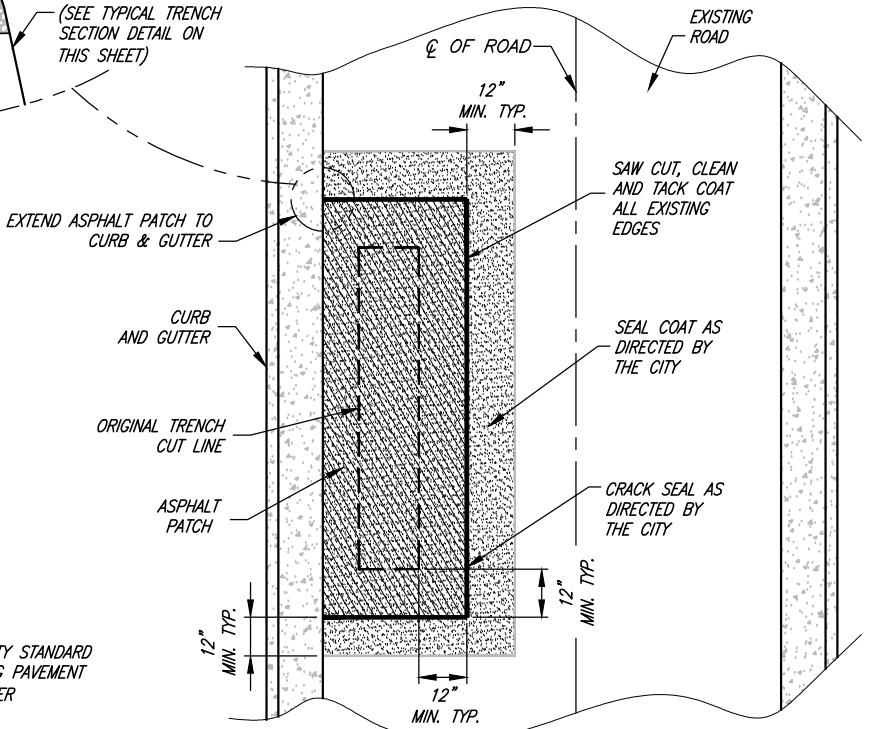
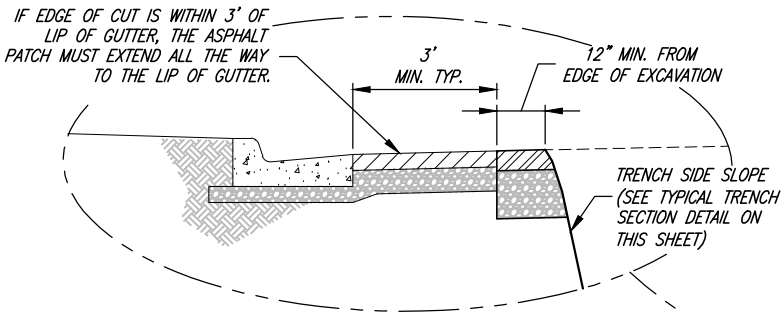
UTILITY POTHOLING DETAIL
KEYHOLE METHOD

TRENCH NOTES:

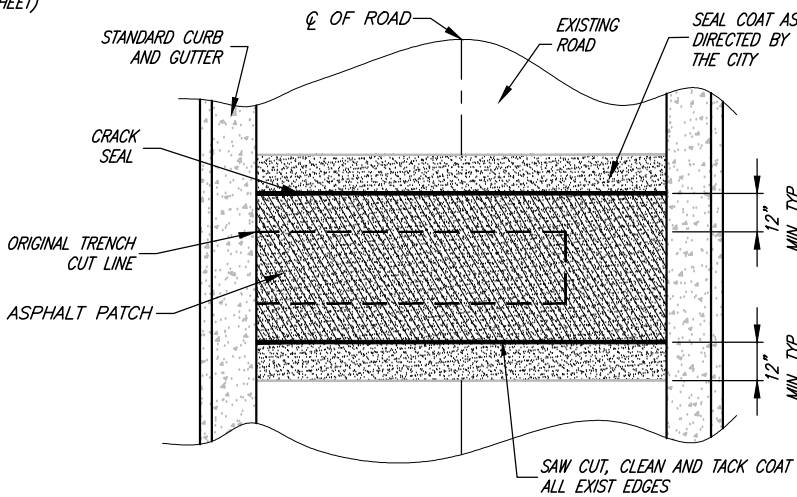
- A. BACKFILL PER APWA 33 05 20
- B. COMPACTION TEST REQUIRED AT SPRING-LINE FOR ALL P.V.C. OR H.D.P.E. PIPES.
- C. PAVEMENT RESTORATION PER APWA 33 05 25 AND CITY MODIFICATIONS.
- D. GRAVEL SURFACED AREAS, SUCH AS ROADS AND SHOULDERS, PARKING AREAS, AND UNPAVED DRIVEWAYS, SHALL BE REPAIRED WITH 8" THICK (MIN.) 1" UNTREATED BASE COURSE COMPACTED TO 95% MODIFIED PROCTOR.
- E. WATER & SEWER LINES, INCLUDING SERVICE LINES, SHALL NOT BE INSTALLED IN THE SAME TRENCH.



TYPICAL TRENCH SECTION
(SEWER AND STORM DRAIN)



TYPICAL PARALLEL ASPHALT PATCH PLAN



TYPICAL HORIZONTAL ASPHALT PATCH PLAN

ASPHALT PATCH NOTES:

1. ON ANY ROAD PAVED OR OVERLAYED WITHIN THE LAST 10 YEARS, THE PATCH MUST BE COMPLETED PER APWA PLAN 255 (BITUMINOUS PAVEMENT T-PATCH).
2. NO ANGLED ASPHALT PATCHING ALLOWED.



PROJECT ENGINEER
8/15/2022
DATE

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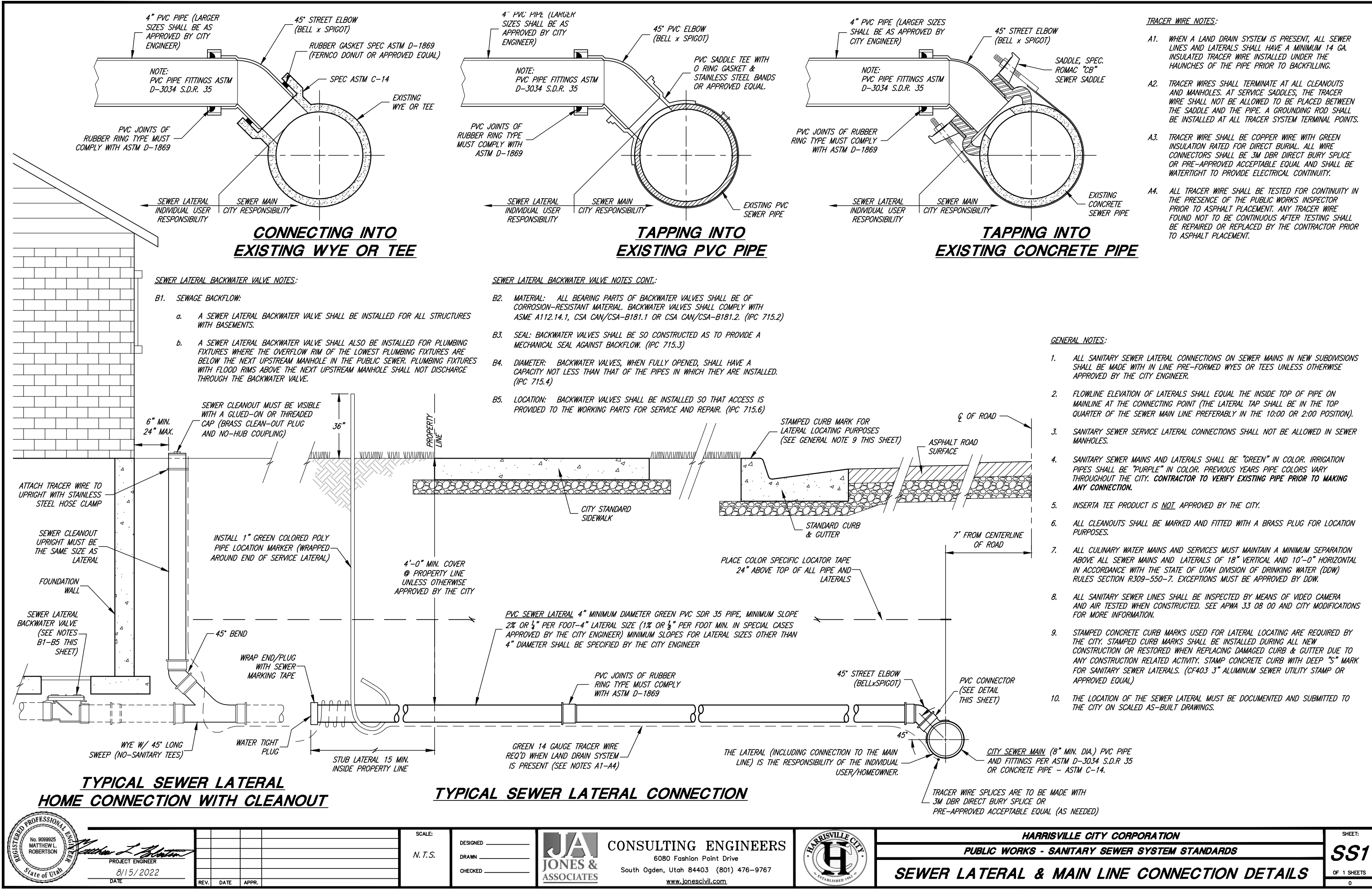


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HARRISVILLE CITY CORPORATION
PUBLIC WORKS - ROAD IMPROVEMENT STANDARDS
UTILITY TRENCH, UTILITY POTHOLING
AND ASPHALT PATCH PLAN DETAILS

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OF 1 SHEETS
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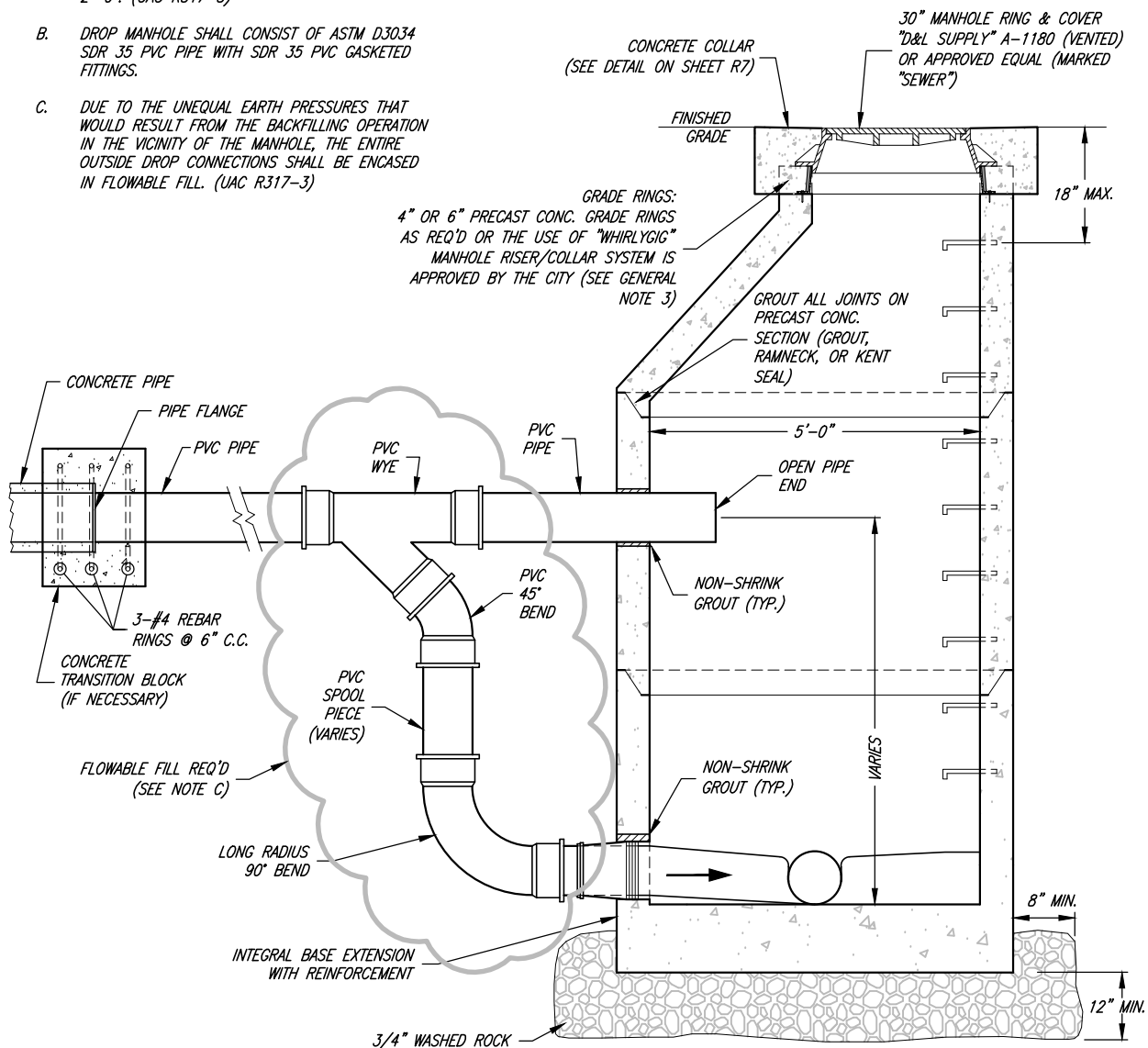


- TRACER WIRE NOTES:**
- A1. WHEN A LAND DRAIN SYSTEM IS PRESENT, ALL SEWER LINES AND LATERALS SHALL HAVE A MINIMUM 14 GA. INSULATED TRACER WIRE INSTALLED UNDER THE HAUNCHES OF THE PIPE PRIOR TO BACKFILLING.
 - A2. TRACER WIRES SHALL TERMINATE AT ALL CLEANOUTS AND MANHOLES. AT SERVICE SADDLES, THE TRACER WIRE SHALL NOT BE ALLOWED TO BE PLACED BETWEEN THE SADDLE AND THE PIPE. A GROUNDING ROD SHALL BE INSTALLED AT ALL TRACER SYSTEM TERMINAL POINTS.
 - A3. TRACER WIRE SHALL BE COPPER WIRE WITH GREEN INSULATION RATED FOR DIRECT BURIAL. ALL WIRE CONNECTORS SHALL BE 3M DBR DIRECT BURY SPLICE OR PRE-APPROVED ACCEPTABLE EQUAL AND SHALL BE WATERTIGHT TO PROVIDE ELECTRICAL CONTINUITY.
 - A4. ALL TRACER WIRE SHALL BE TESTED FOR CONTINUITY IN THE PRESENCE OF THE PUBLIC WORKS INSPECTOR PRIOR TO ASPHALT PLACEMENT. ANY TRACER WIRE FOUND NOT TO BE CONTINUOUS AFTER TESTING SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR PRIOR TO ASPHALT PLACEMENT.

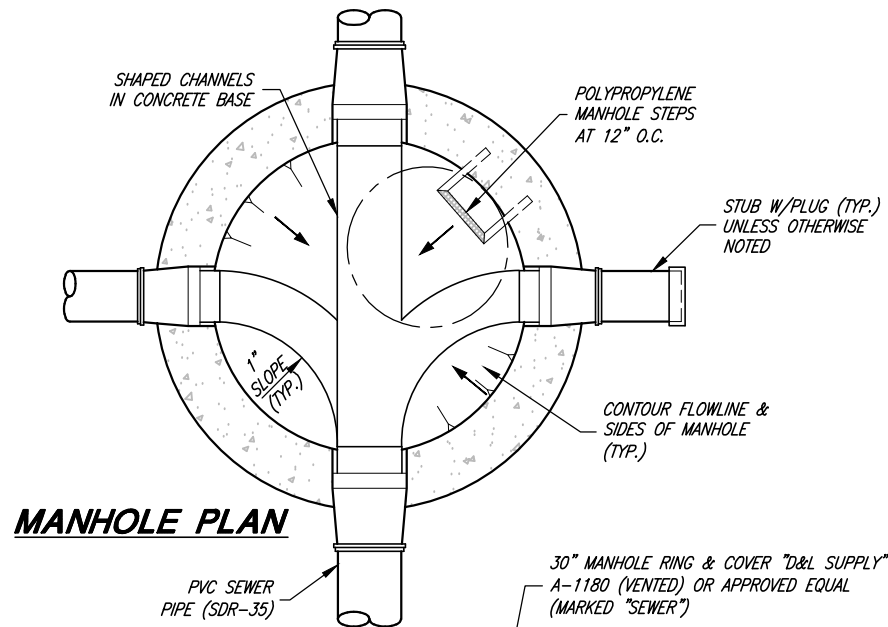
- GENERAL NOTES:**
- 1. ALL SANITARY SEWER LATERAL CONNECTIONS ON SEWER MAINS IN NEW SUBDIVISIONS SHALL BE MADE WITH IN LINE PRE-FORMED WYES OR TEES UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
 - 2. FLOWLINE ELEVATION OF LATERALS SHALL EQUAL THE INSIDE TOP OF PIPE ON MAINLINE AT THE CONNECTING POINT (THE LATERAL TAP SHALL BE IN THE TOP QUARTER OF THE SEWER MAIN LINE PREFERABLY IN THE 10:00 OR 2:00 POSITION).
 - 3. SANITARY SEWER SERVICE LATERAL CONNECTIONS SHALL NOT BE ALLOWED IN SEWER MANHOLES.
 - 4. SANITARY SEWER MAINS AND LATERALS SHALL BE "GREEN" IN COLOR. IRRIGATION PIPES SHALL BE "PURPLE" IN COLOR. PREVIOUS YEARS PIPE COLORS VARY THROUGHOUT THE CITY. CONTRACTOR TO VERIFY EXISTING PIPE PRIOR TO MAKING ANY CONNECTION.
 - 5. INSERTA TEE PRODUCT IS NOT APPROVED BY THE CITY.
 - 6. ALL CLEANOUTS SHALL BE MARKED AND FITTED WITH A BRASS PLUG FOR LOCATION PURPOSES.
 - 7. ALL CULINARY WATER MAINS AND SERVICES MUST MAINTAIN A MINIMUM SEPARATION ABOVE ALL SEWER MAINS AND LATERALS OF 18" VERTICAL AND 10'-0" HORIZONTAL IN ACCORDANCE WITH THE STATE OF UTAH DIVISION OF DRINKING WATER (DDW) RULES SECTION R309-550-7. EXCEPTIONS MUST BE APPROVED BY DDW.
 - 8. ALL SANITARY SEWER LINES SHALL BE INSPECTED BY MEANS OF VIDEO CAMERA AND AIR TESTED WHEN CONSTRUCTED. SEE APWA 33 08 00 AND CITY MODIFICATIONS FOR MORE INFORMATION.
 - 9. STAMPED CONCRETE CURB MARKS USED FOR LATERAL LOCATING ARE REQUIRED BY THE CITY. STAMPED CURB MARKS SHALL BE INSTALLED DURING ALL NEW CONSTRUCTION OR RESTORED WHEN REPLACING DAMAGED CURB & GUTTER DUE TO ANY CONSTRUCTION RELATED ACTIVITY. STAMP CONCRETE CURB WITH DEEP "S" MARK FOR SANITARY SEWER LATERALS. (CF403 3" ALUMINUM SEWER UTILITY STAMP OR APPROVED EQUAL)
 - 10. THE LOCATION OF THE SEWER LATERAL MUST BE DOCUMENTED AND SUBMITTED TO THE CITY ON SCALED AS-BUILT DRAWINGS.

DROP MANHOLE NOTES:

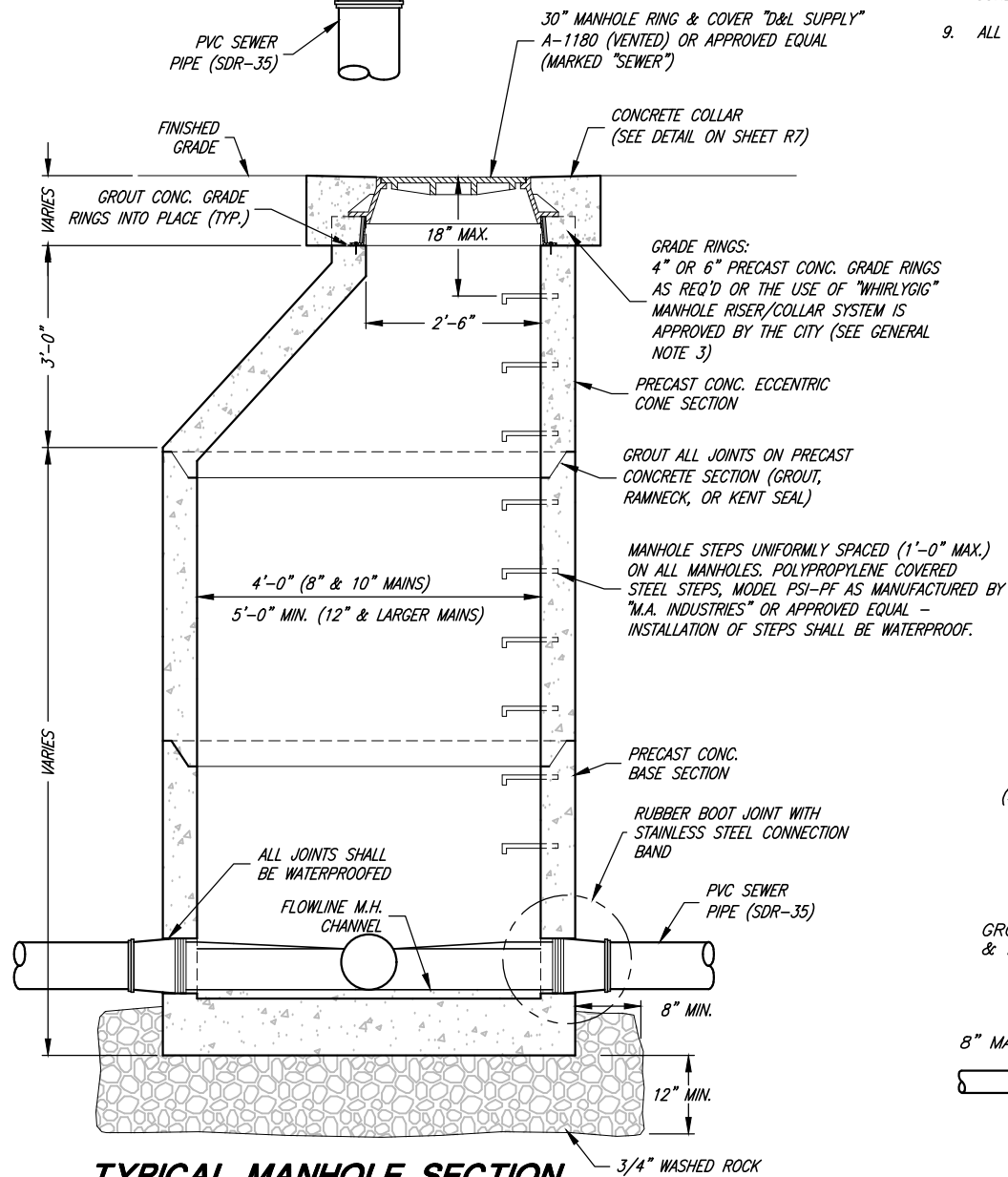
- A. USE DROP MANHOLE ONLY WHEN DROP EXCEEDS 2'-0". (UAC R317-3)
- B. DROP MANHOLE SHALL CONSIST OF ASTM D3034 SDR 35 PVC PIPE WITH SDR 35 PVC GASKETED FITTINGS.
- C. DUE TO THE UNEQUAL EARTH PRESSURES THAT WOULD RESULT FROM THE BACKFILLING OPERATION IN THE VICINITY OF THE MANHOLE, THE ENTIRE OUTSIDE DROP CONNECTIONS SHALL BE ENCASED IN FLOWABLE FILL. (UAC R317-3)



TYPICAL DROP MANHOLE SECTION



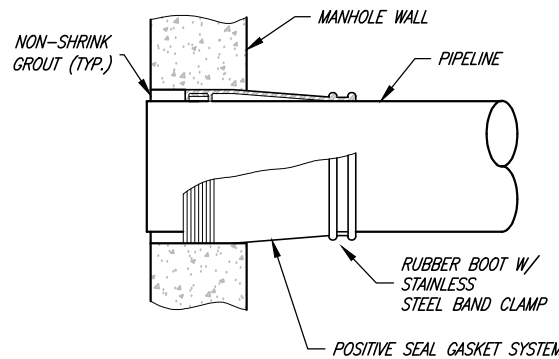
MANHOLE PLAN



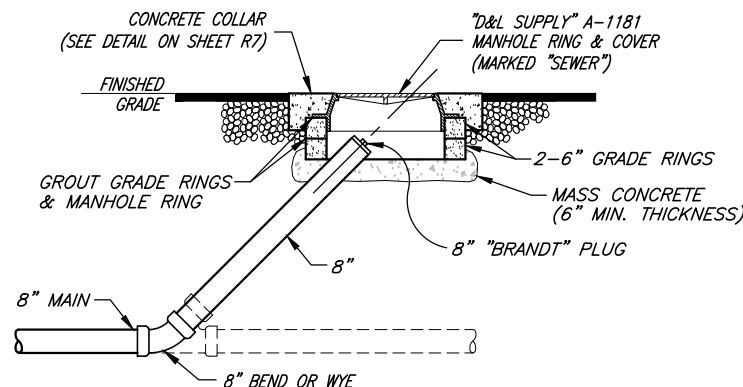
TYPICAL MANHOLE SECTION

GENERAL NOTES:

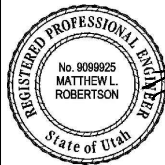
1. SECURE INVERTS IN ALL MANHOLES DURING CONSTRUCTION SO AS TO PREVENT GRAVEL AND OTHER DEBRIS FROM COLLECTING INSIDE.
2. A LARGER DIAMETER MANHOLE MAY BE REQUIRED BY THE CITY ENGINEER AFTER EVALUATION OF THE NUMBER, SIZE, AND ANGLE OF THE PIPES THAT CONNECT TO THE MANHOLE.
3. GRADE RINGS:
 - a. NO MORE THAN 12" DEPTH OF GRADE RINGS TO BE ALLOWED ON ANY MANHOLE
 - b. NO MORE THAN 3 (EA) GRADE RINGS TO BE INSTALLED ON ANY MANHOLE
 - c. NO MORE THAN 2 (EA) GRADE RINGS WITH THE "WHIRLYGIG" MANHOLE RISER/SYSTEM TO BE INSTALLED ON ANY MANHOLE
4. ALL TERMINATING SEWER MAINS SHALL END WITH A CITY STANDARD MANHOLE.
5. SERVICE LATERAL CONNECTIONS SHALL NOT BE ALLOWED IN SEWER MANHOLES.
6. ALL SANITARY SEWER LINES SHALL BE INSPECTED BY MEANS OF VIDEO CAMERA AND AIR TESTED WHEN CONSTRUCTED. SEE APWA 33 08 00 AND CITY MODIFICATIONS FOR MORE INFORMATION.
7. WHERE THE DIFFERENCE IN ELEVATION BETWEEN THE INCOMING SEWER AND MANHOLE INVERT IS LESS THAN 24 INCHES, THE INVERT SHOULD BE FILLETED.
8. FLAT MANHOLE RINGS & COVERS (SLAB CONSTRUCTION) ARE NOT ALLOWED ON ANY MANHOLE CONE SECTION.
9. ALL SEWER MANHOLE COVERS TO BE VENTED UNLESS OTHERWISE NOTED.



RUBBER BOOT DETAIL



DRAIN/SEWER MAINLINE CLEANOUT
TEMPORARY (USE ONLY UPON APPROVAL FROM THE CITY ENGINEER)



PROJECT ENGINEER
8/15/2022
DATE

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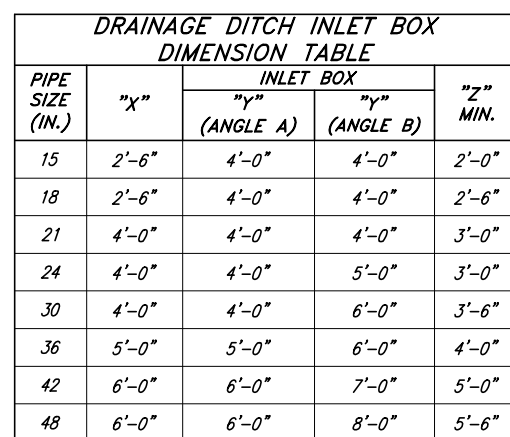


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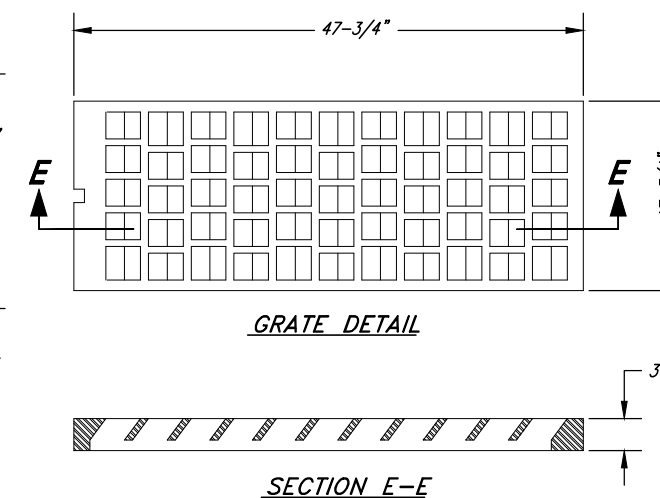
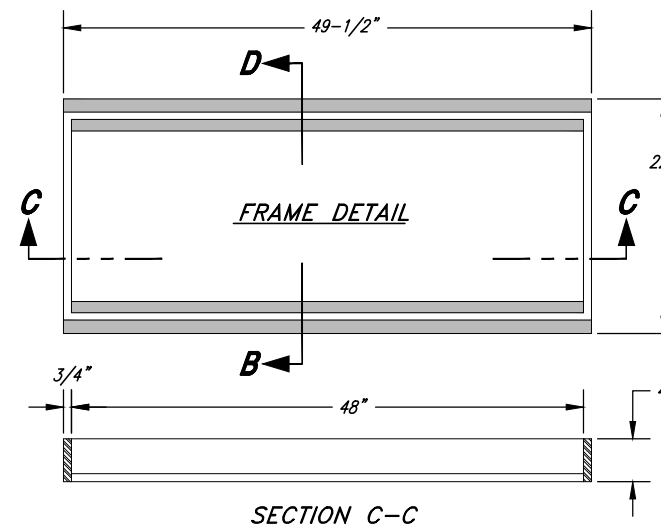
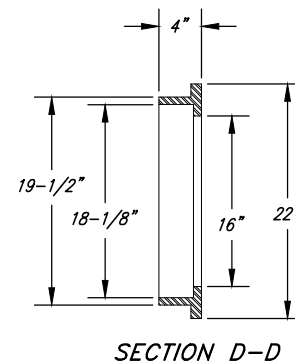


HARRISVILLE CITY CORPORATION
PUBLIC WORKS - SANITARY SEWER SYSTEM STANDARDS
SANITARY SEWER MANHOLE DETAILS

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STORM DRAIN LINES SHALL BE 15 INCH MINIMUM DIAMETER
REINFORCED CONCRETE PIPE (RCP), OF APPROPRIATE CLASS.

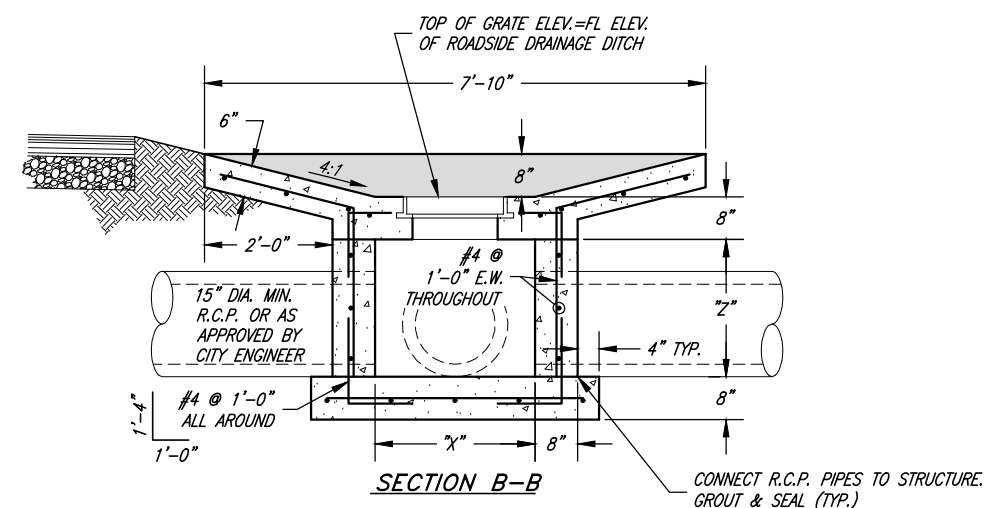
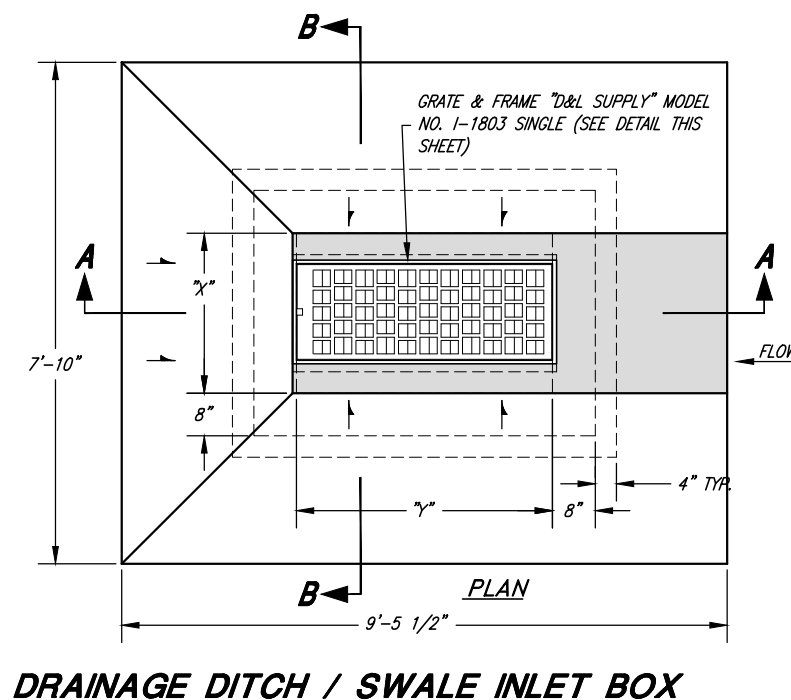


A1. GRATE AND FRAME SHALL BE AS MANUFACTURED BY "D&L SUPPLY" I-1803

B1. BICYCLE SAFE GRATE REQUIRED.

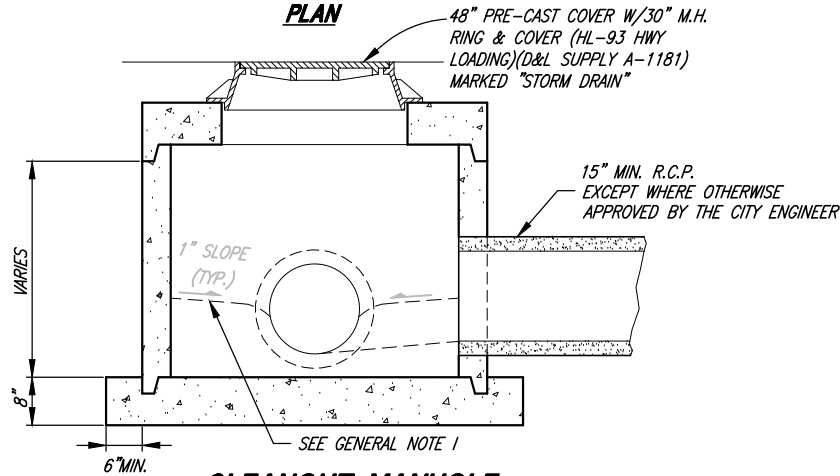
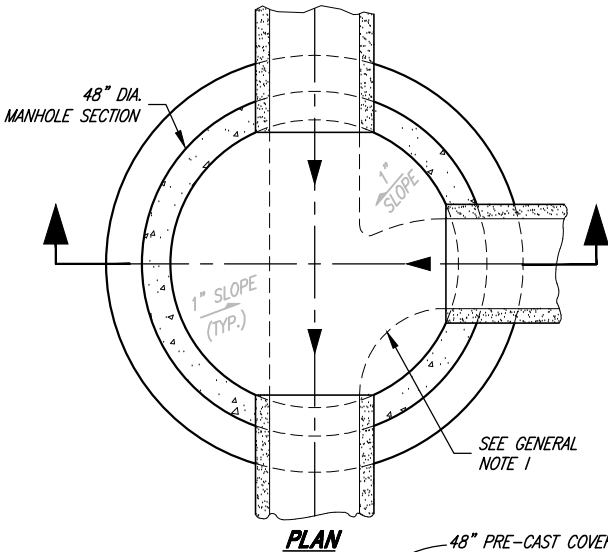
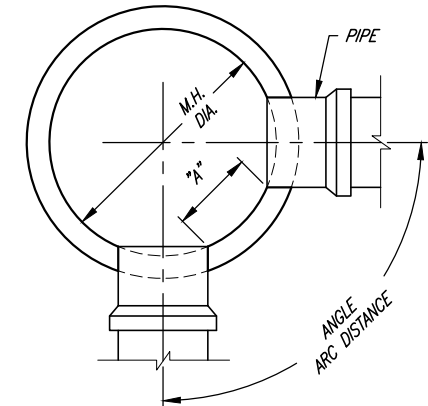
C1. "OR EQUAL" GRATES AND FRAMES WILL BE CONSIDERED AS APPROVED BY THE CITY ENGINEER.

1. ALL BOX SIZES REFLECT DIMENSIONS FOR THE MINIMUM 15"Ø PIPE SIZE. BOX DIMENSIONS MUST INCREASE PROPORTIONALLY TO ACCOMMODATE LARGER PIPE SIZES. (SEE TABLE THIS SHEET)
2. CAST-IN-PLACE CONCRETE STRUCTURES CAN BE REPLACED WITH PRECAST CONCRETE STRUCTURES WITH HL-93 DECK LOADING AND COMPARABLE SIZE.
3. ALL BOXES SHALL BE FORMED ON THE INSIDE AND OUTSIDE OF THE BOX AND INSPECTED BY THE CITY PRIOR TO THE PLACING OF CONCRETE.



PIPE SIZES											
M.H. SIZE	IN-LINE M.H. 180"	JUNCTION MANHOLE (ANGLE / ARC DISTANCE)									
		90°	85°	80°	75°	70°	65°	60°	55°	50°	45°
4" M.H.	15"-24"	15"-18"	15"-18"	15"	15"	15"	15"	15"	15"	15"	15"
5" M.H.	27"-30"	21"-24"	21"-24"	18"-21"	18"-21"	15"-18"	15"-18"	15"	15"	15"	15"
6" M.H.	36"-48"	27"-30"	27"-30"	24"-27"	24"	21"-24"	21"	18"	15"-18"	15"	15"
7" M.H.	54"	36"	36"	30"	27"-30"	27"	24"	21"-24"	21"	18"	15"
8" M.H.	60"	42"	42"	36"	36"	30"	27"-30"	27"	24"	21"	18"

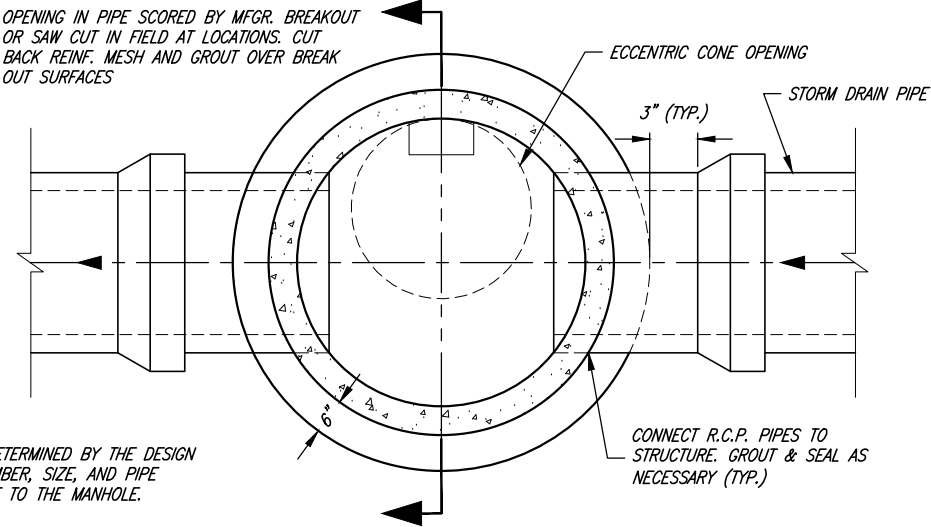
- MANHOLE SIZING NOTES:**
- SUGGESTED "A" DISTANCE IS 6" OR GREATER FOR 48", 60" AND 72" DIAMETER MANHOLES
 - SUGGESTED "A" DISTANCE IS 8" OR GREATER FOR 84" AND 96" DIAMETER MANHOLES



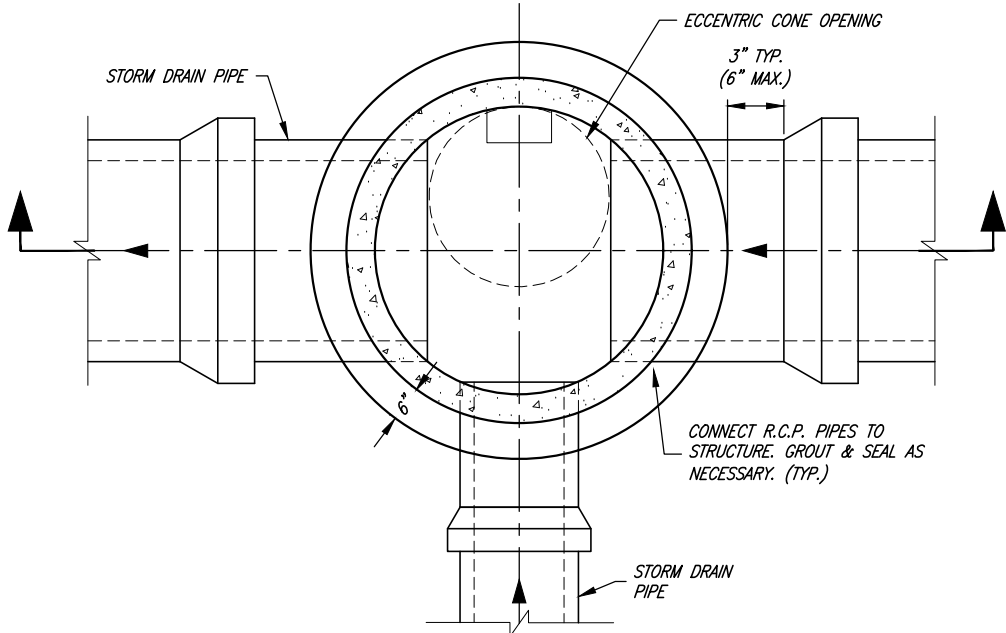
CLEANOUT MANHOLE

GENERAL NOTES:

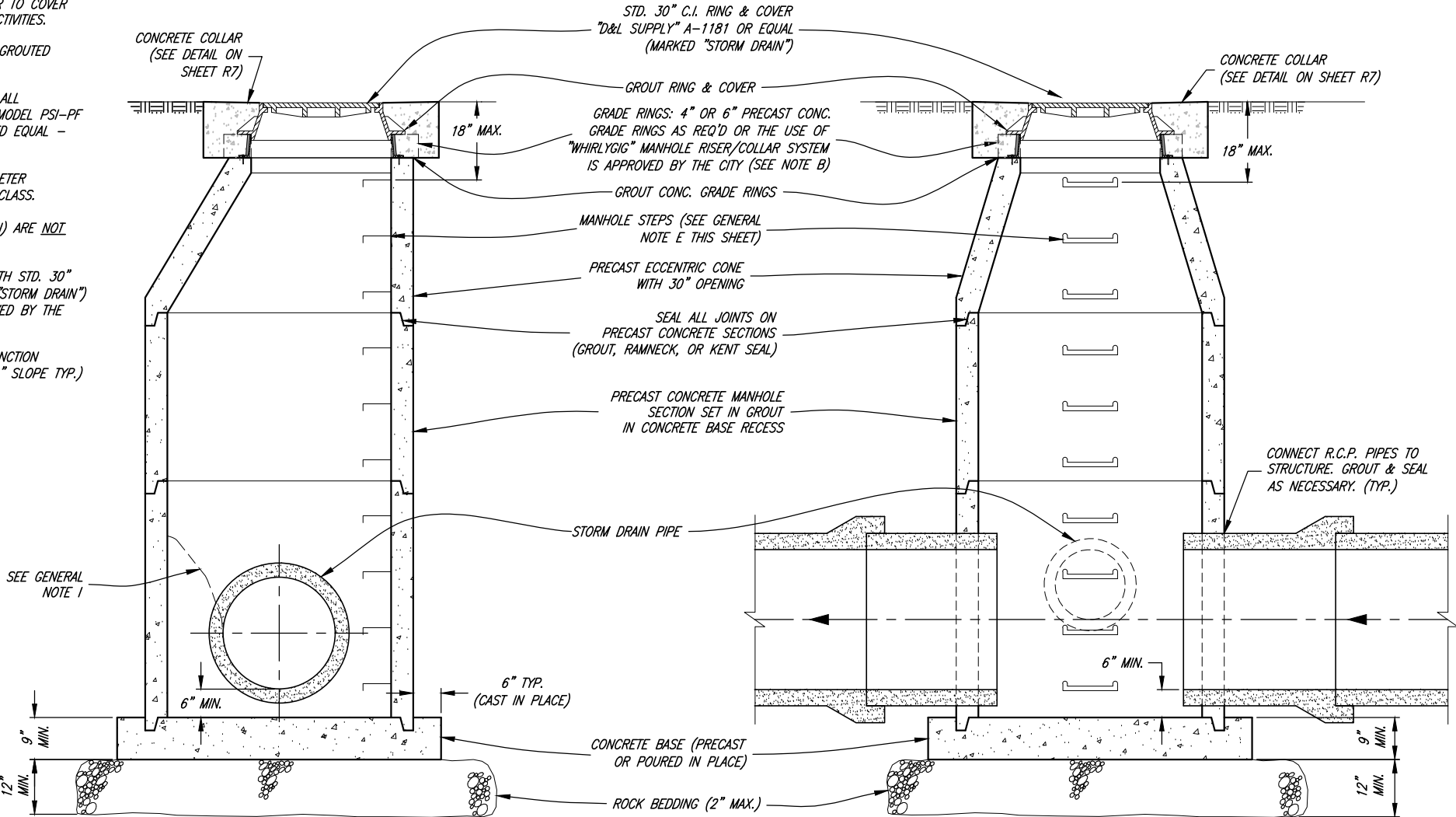
- STORM DRAIN MANHOLE DIAMETER TO BE DETERMINED BY THE DESIGN ENGINEER AFTER EVALUATION OF THE NUMBER, SIZE, AND PIPE ENTRY ANGLE OF THE PIPES THAT CONNECT TO THE MANHOLE.
- GRADE RINGS:
 - NO MORE THAN 12" DEPTH OF GRADE RINGS TO BE ALLOWED ON ANY MANHOLE
 - NO MORE THAN 3 (EA) GRADE RINGS TO BE INSTALLED ON ANY MANHOLE
 - NO MORE THAN 2 (EA) GRADE RINGS WITH THE "WHIRLYGIG" MANHOLE RISER/SYSTEM TO BE INSTALLED ON ANY MANHOLE
- PLYWOOD COVERS SHALL BE USED AT MANHOLE FLOOR TO COVER FLOWLINE DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES.
- ALL INTERIOR JOINTS SHALL BE SMOOTH AND EVENLY GROUTED WITH NON-SHRINK GROUT MIX.
- MANHOLE STEPS UNIFORMLY SPACED (1'-0" MAX) ON ALL MANHOLES. POLYPROPYLENE COVERED STEEL STEPS, MODEL PSI-PF AS MANUFACTURED BY "M.A. INDUSTRIES" OR APPROVED EQUAL - INSTALLATION OF STEPS SHALL BE WATERPROOF.
- STORM DRAIN LINES SHALL BE 15 INCH MINIMUM DIAMETER REINFORCED CONCRETE PIPE (RCP), OF APPROPRIATE CLASS.
- FLAT MANHOLE RINGS & COVERS (SLAB CONSTRUCTION) ARE NOT ALLOWED ON ANY MANHOLE CONE SECTION.
- THE USE OF STORM DRAIN UTILITY VAULTS (BOXES) WITH STD. 30" C.I. RING & COVER ("D&L SUPPLY" A-1181 MARKED "STORM DRAIN") AND A CONCRETE COLLAR IS ACCEPTED WHEN APPROVED BY THE CITY ENGINEER.
- CONTOUR THE FLOWLINE & SIDES OF ANY LINE OR JUNCTION MANHOLES WHEN DIRECTED BY THE CITY ENGINEER. (1" SLOPE TYP.)



TYPICAL LINE MANHOLE



TYPICAL JUNCTION MANHOLE



PROJECT ENGINEER
8/15/2022
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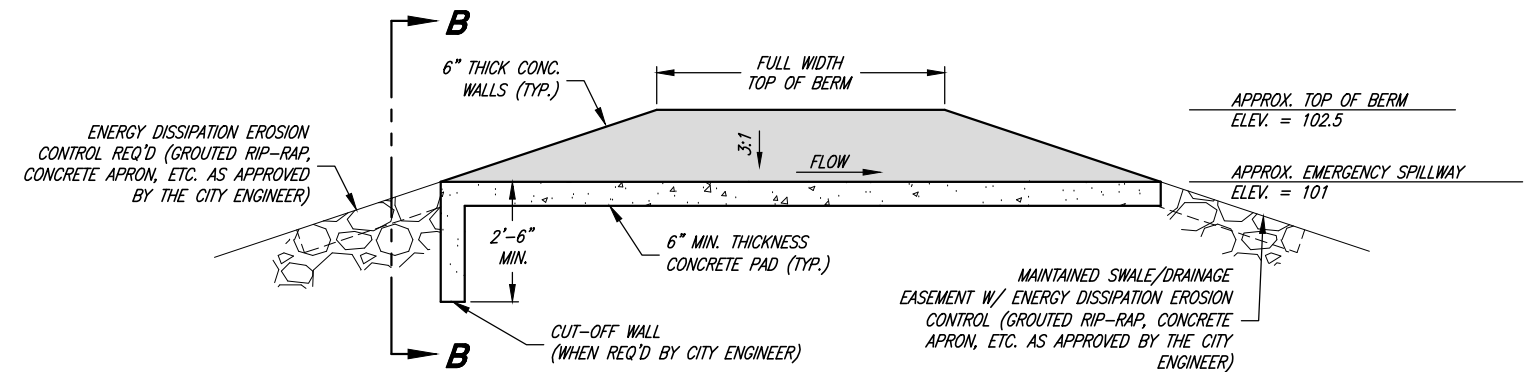
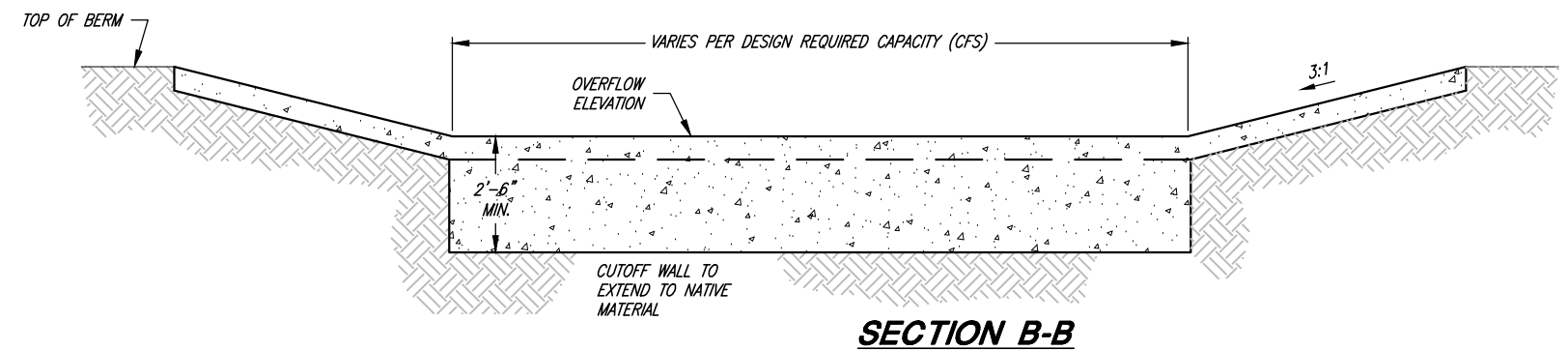


HARRISVILLE CITY CORPORATION
PUBLIC WORKS - STORM DRAIN SYSTEM STANDARDS
STORM DRAIN MANHOLE & CLEANOUT DETAILS

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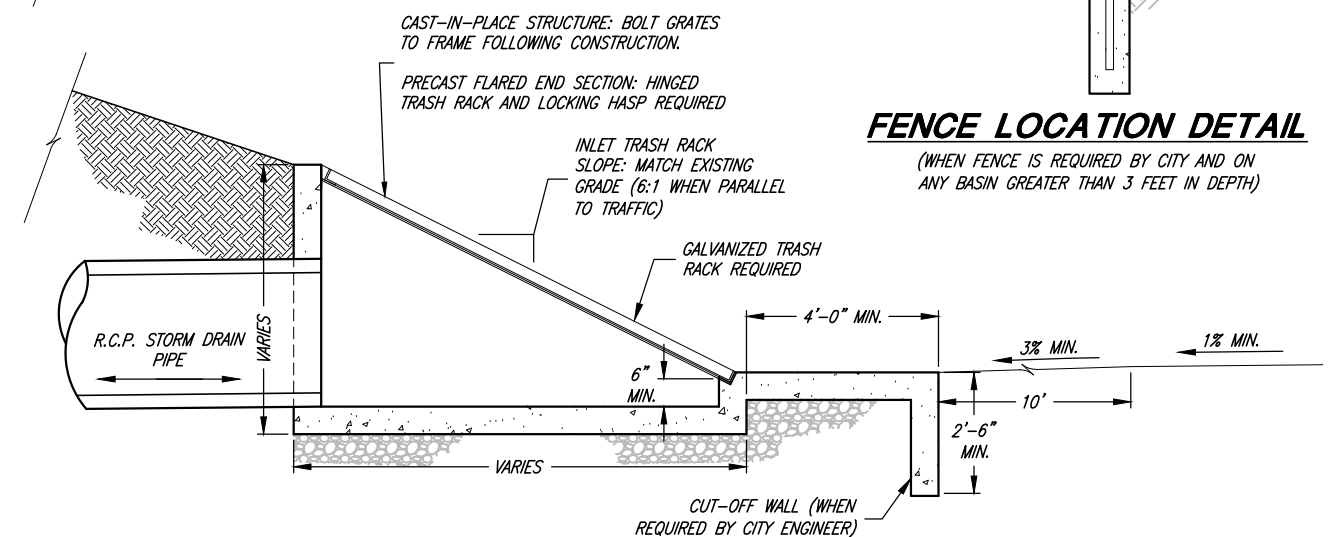
NOTE:
ALTERNATE BASIN AND STRUCTURE DESIGNS MAY
BE APPROVED PER CITY ENGINEER BASED UPON
CONDITIONS IN THE FIELD.



EMERGENCY OVERFLOW

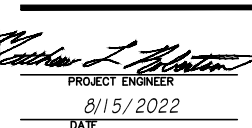


(WHEN FENCE IS REQUIRED BY CITY AND ON ANY BASIN GREATER THAN 3 FEET IN DEPTH)



INCLINED GRATE STORM DRAIN INLET

****INCLINED GRATES ARE REQ'D ON ALL PIPES/INLETS WHERE OPEN CHANNELS, DITCHES, OR PONDS DISCHARGE DIRECTLY INTO THE STORM DRAIN SYSTEM.**



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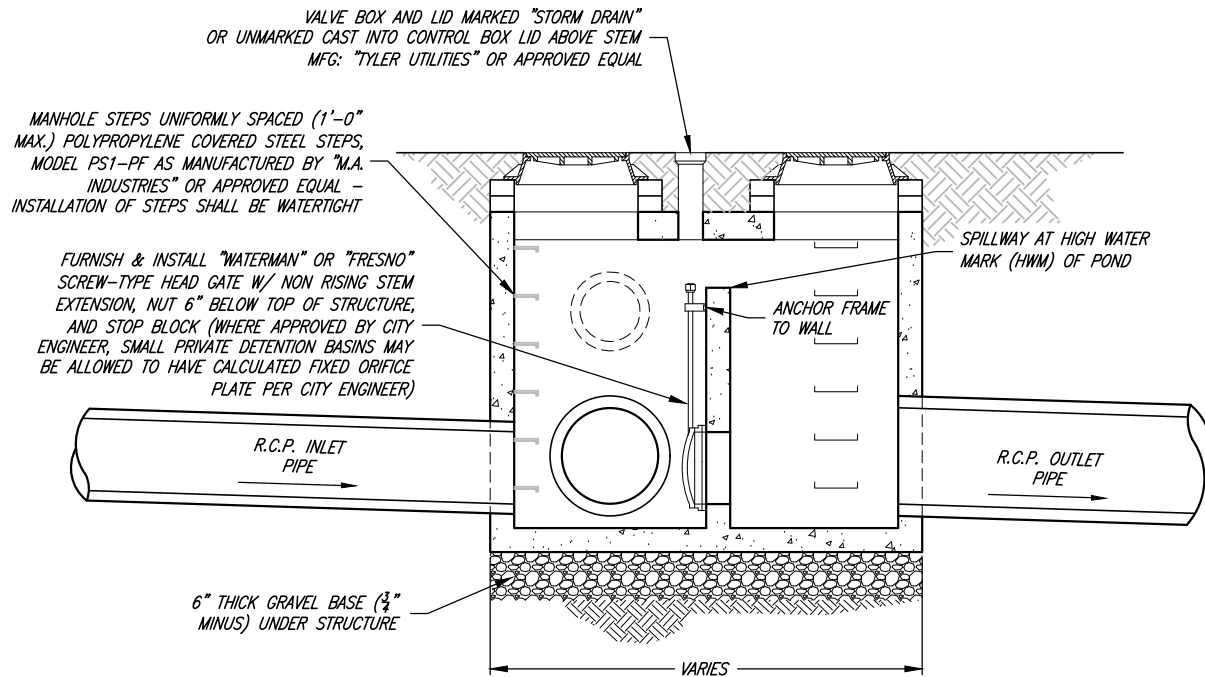


HARRISVILLE CITY CORPORATION
PUBLIC WORKS - STORM DRAIN SYSTEM STANDARDS

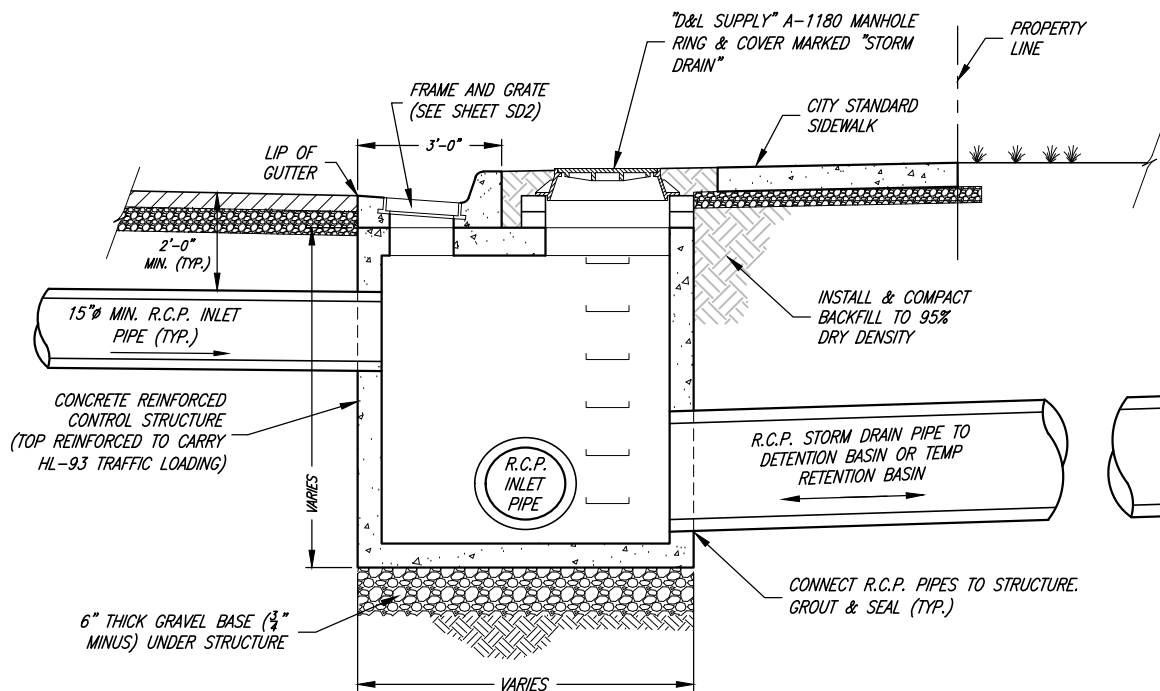
LARGE DETENTION BASIN DETAILS

SD4

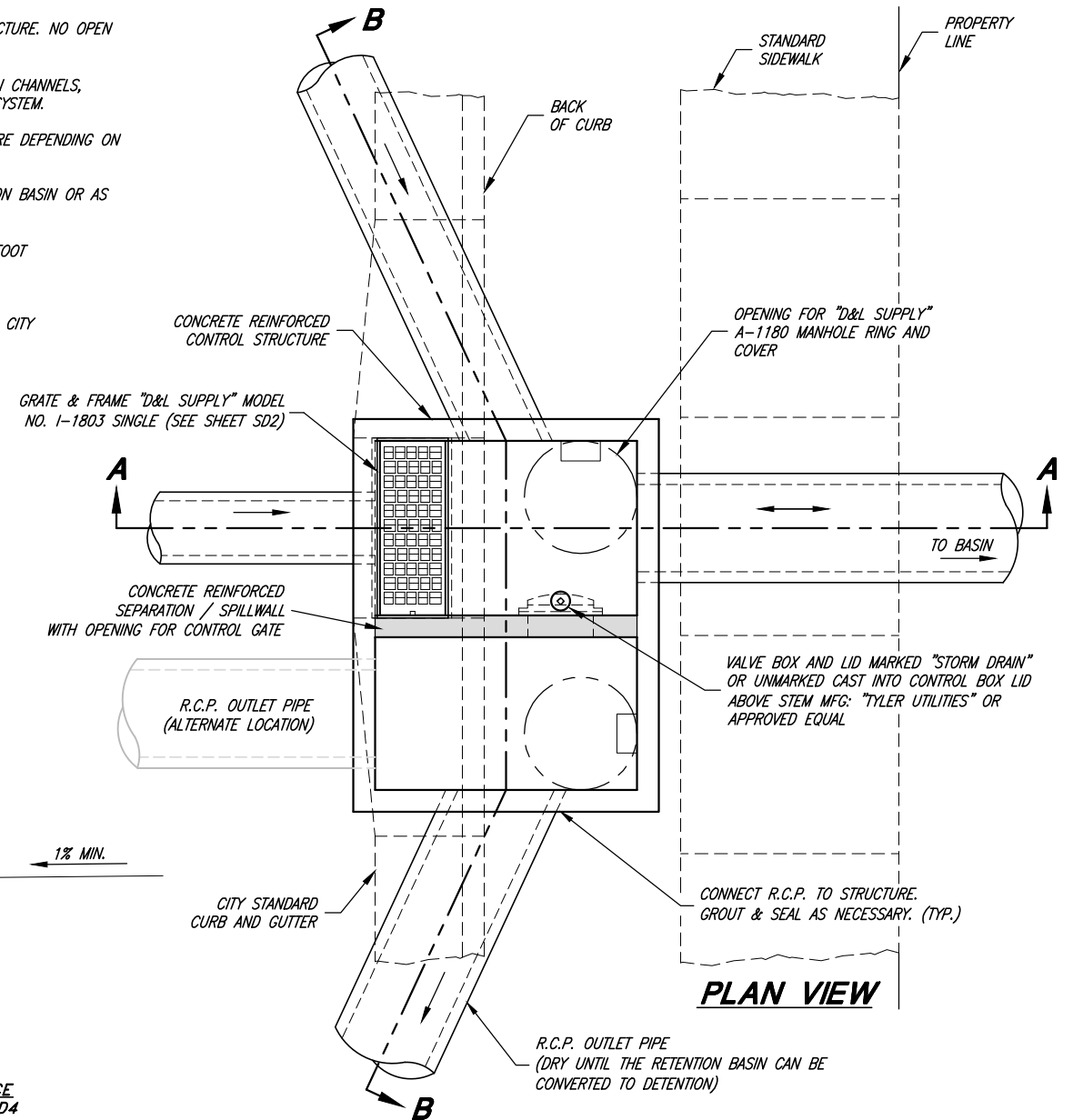
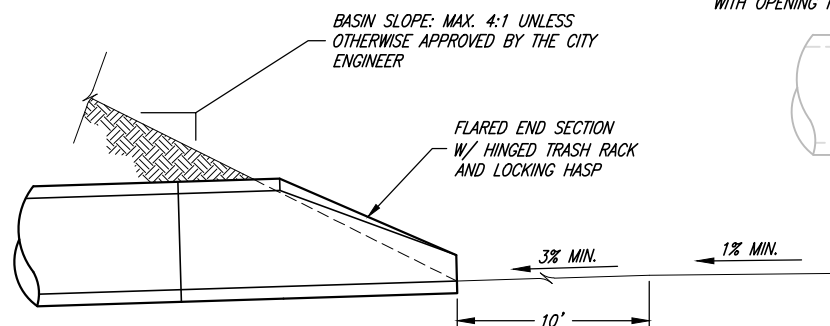
OF 1 SHEETS



SECTION B-B



SECTION A-A



INLET/OUTLET CONTROL STRUCTURE

(PRECAST OR CAST-IN-PLACE)

GENERAL NOTES:

1. LOCAL BASINS SHALL BE DESIGNED TO ACCOMMODATE A 25 YEAR STORM EVENT. REGIONAL BASINS SHALL BE DESIGNED TO ACCOMMODATE A 100 YEAR STORM EVENT.
2. A DAM SAFETY (UTAH DIVISION OF WATER RIGHTS) HAZARD PERMIT MAY BE REQUIRED.
3. STRUCTURE DESIGN AND FLOW CALCULATIONS MUST BE APPROVED BY CITY ENGINEER PRIOR TO CONSTRUCTION.
4. STORM DRAIN LINES SHALL BE 15 INCH MINIMUM DIAMETER REINFORCED CONCRETE PIPE (RCP), OF APPROPRIATE CLASS.
5. THE SURFACE AREA OF THE BASIN SHALL BE SODDED AND SHALL BE PROVIDED WITH AN AUTOMATED SPRINKLER SYSTEM APPROVED BY THE CITY ENGINEER. COBBLE WITH FABRIC MAY BE ALLOWED ON BASINS DEEPER THAN 3 FEET AS APPROVED BY THE CITY ENGINEER.
6. GRATES SHALL BE REMOVABLE FOR MAINTENANCE PURPOSES
7. GRATES SHALL BE HOT DIPPED GALVANIZED WITH BARS AT MAXIMUM 3 INCH SPACING.
8. LOW FLOWS MUST BE PIPED CONTINUOUSLY TO THE CONTROL STRUCTURE. NO OPEN FLOW IS PERMITTED THROUGH THE BASIN.
9. INCLINED GRATES ARE REQUIRED ON ALL PIPES/INLETS WHERE OPEN CHANNELS, DITCHES, OR PONDS DISCHARGE DIRECTLY INTO THE STORM DRAIN SYSTEM.
10. AN INTERNAL SPILLWAY MAY BE CONSTRUCTED INSIDE THE STRUCTURE DEPENDING ON SITE CONDITIONS AND ELEVATIONS.
11. BASIN STRUCTURES ARE DETERMINED BY THE SIZE OF THE DETENTION BASIN OR AS REQUIRED BY THE CITY ENGINEER. (SEE SHEET SD4 OR SD5)
 - a. SMALL DETENTION BASIN: LESS THAN OR EQUAL TO 1 ACRE FOOT
 - b. LARGE DETENTION BASIN: GREATER THAN 1 ACRE FOOT
12. ALTERNATE BASIN AND STRUCTURE DESIGNS MAY BE APPROVED PER CITY ENGINEER BASED UPON CONDITIONS IN THE FIELD.

STRUCTURAL NOTES:

- A. PRECAST CONCRETE STRUCTURE CAN BE REPLACED WITH CAST-IN-PLACE CONCRETE VAULT. SUBMIT ENGINEERED CONSTRUCTION PLANS WITH REBAR DETAILS TO CITY ENGINEER FOR REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
- B. ADD REINFORCEMENT AROUND OPENINGS EQUAL TO REINFORCEMENT DISPLACED BY OPENING.
- C. THE PRECAST VAULT MANUFACTURER IS RESPONSIBLE FOR DESIGN RELATED TO TRAFFIC LOADING AND THRUST. VERIFICATION OF PROPER DESIGN MUST BE PROVIDED TO THE CITY BY THE DEVELOPER, CONTRACTOR, OR PROPERTY OWNER AS THE CASE MAY BE.
- D. REINFORCEMENT TO CONFORM WITH ASTM A 615 GRADE 60
- E. CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI
- F. USE AN AIR-ENTRAINING AGENT ON ALL CONCRETE EXPOSED TO THE WEATHER.
- G. HL-93 LOADING



PROJECT ENGINEER
8/15/2022
DATE

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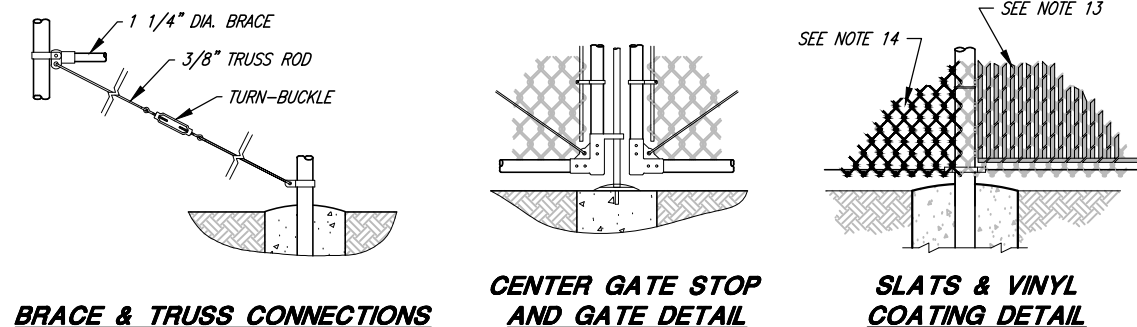
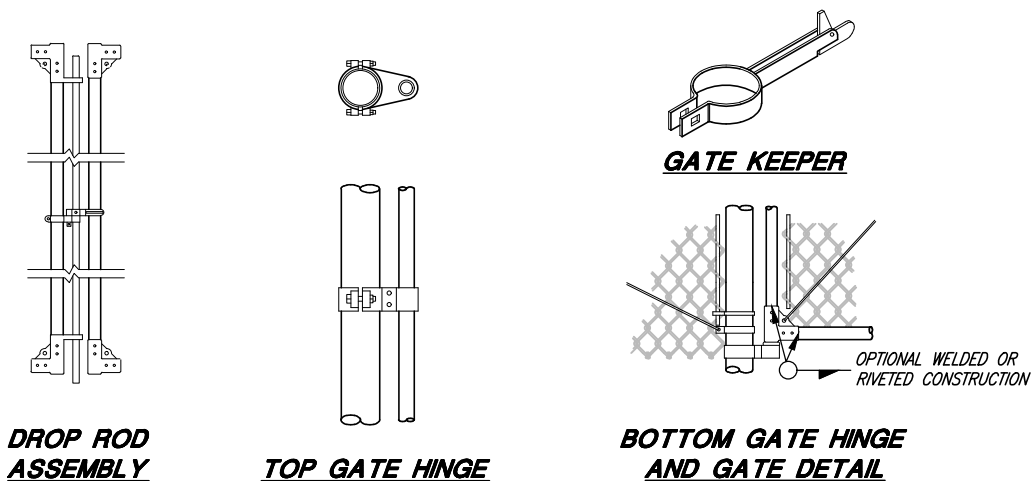
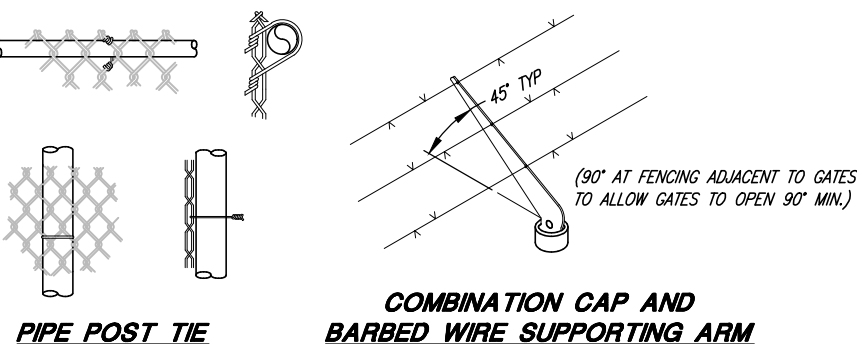
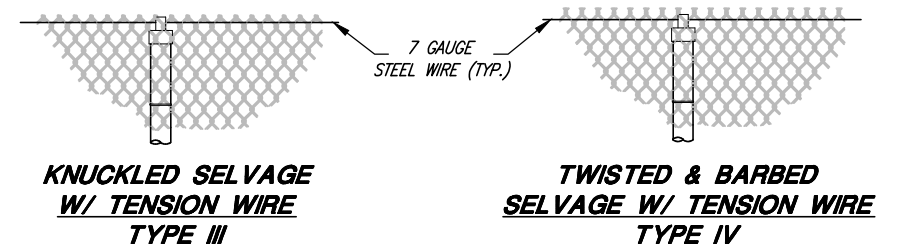


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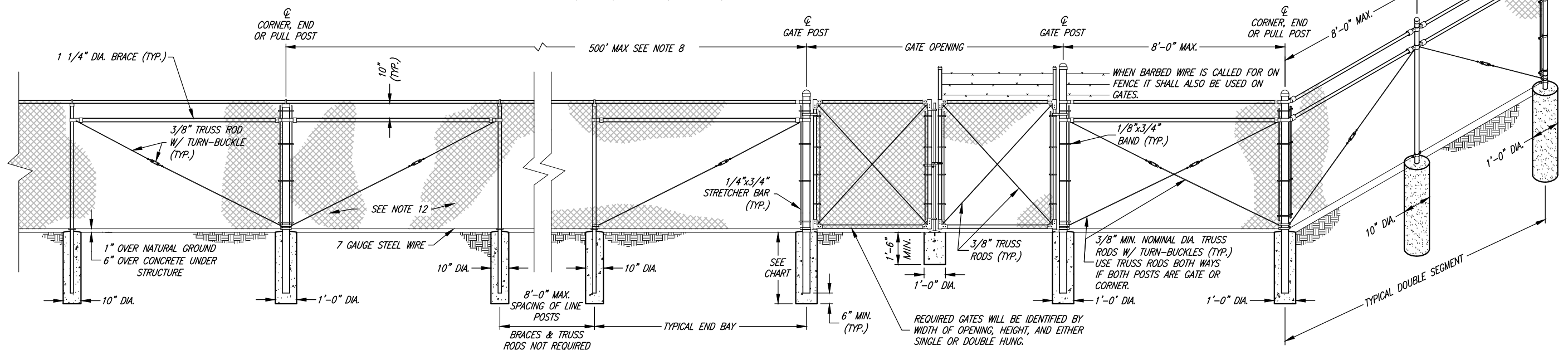
HARRISVILLE CITY CORPORATION
PUBLIC WORKS - STORM DRAIN SYSTEM STANDARDS
SMALL DETENTION BASIN DETAILS

SHEET:
SD5
OF 1 SHEETS
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HEIGHT	GATE OPENING	GATE POST	GATE FRAME
UNDER 6 FEET	SINGLE TO 6' OR DOUBLE TO 12'	2"	1"
	SINGLE OVER 6' TO 8' OR DOUBLE OVER 12' TO 16'	2 1/2"	1 1/2"
	SINGLE OVER 8' TO 12' OR DOUBLE 16' TO 24'	4"	
6 FEET AND OVER	SINGLE TO 6' OR DOUBLE TO 12'	3 1/2"	1 1/2"
	SINGLE OVER 6' TO 12' OR DOUBLE OVER 12' TO 24'	4"	
	SINGLE OVER 12' TO 18' OR DOUBLE OVER 24' TO 36'	6"	
	SINGLE OVER 18' OR DOUBLE OVER 36'	8"	

HEIGHT OF FABRIC	DEPTH OF POSTS	LENGTH OF END, CORNER OR PULL POST	LENGTH OF LINE POST	SIZE OF POSTS	
				END, CORNER, & PULL POSTS	LINE POST
				NOM. SIZE	NOM. SIZE
7'	3'	10'	9'-8"	2 1/2"	2"
6'	3'	9'	8'-8"	2 1/2"	2"
5'	3'	8'	7'-8"	2"	1 1/2"
4'	2'	6'	5'-8"	2"	1 1/2"
3'	2'	5'	4'-8"	2"	1 1/2"



1. MATERIALS, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. TOP SUPPORT - TYPES I AND II TUBULAR RAIL, TYPES III AND IV TENSION WIRE.
3. BARB WIRE SHALL ONLY BE USED WHEN APPROVED BY THE CITY.
4. TWISTED AND BARBED SELVAGE TOP AND BOTTOM SHALL BE USED ON FENCES 5-FEET HIGH OR GREATER.
5. KNUCKLED SELVAGE ON TOP AND TWISTED AND BARBED ON BOTTOM SHALL BE USED ON FENCES LESS THAN 5-FEET.
6. ALL STEEL PIPE MEMBERS SHALL CONFORM TO ASTM A53 HOT DIPPED ZINC COATED HIGH TENSILE STEEL PIPE.
7. POSTS SHALL BE SCHEDULE 40 PIPE.
8. LINE POSTS SHALL BE LOCATED AT EQUAL SPACING FOR EACH SEGMENT WITH A MAXIMUM SPACING AS FOLLOWS:
 - a. TANGENT SECTIONS TO 500-FOOT RADIUS NOT MORE THAN 8-FEET.
 - b. UNDER 500-FOOT RADIUS TO 200-FOOT RADIUS NOT MORE THAN 8-FEET.
 - c. UNDER 200-FOOT RADIUS TO 100-FOOT RADIUS NOT MORE THAN 6-FEET.
 - d. UNDER 100-FOOT RADIUS NOT MORE THAN 5-FEET.
9. TRUSS RODS AND BRACES SHALL NOT BE REQUIRED FOR FABRIC HEIGHT LESS THAN 5-FEET.
10. TENSION WIRE SHALL BE 7 GAUGE ZINC- OR ALUMINUM-COATED COIL SPRING STEEL TENSION WIRE.
11. ALL POSTS SHALL BE SET IN 3000 PSI CONCRETE AND SHALL BE TOPPED WITH BALL TYPE OR OTHER APPROVED ORNAMENT.
12. ALL FABRIC SHALL BE 2" GALVANIZED 9 GAUGE MESH.
13. VERTICAL SEMI-PRIVACY VINYL SLATS WITH BOTTOM-LOCKING SLAT, WHEN REQUIRED BY THE CITY. COLOR AS APPROVED BY THE CITY.
14. BLACK VINYL COATED CHAIN LINK FENCING WHEN REQUIRED BY THE CITY.
15. ALL FENCING SHALL CONFORM TO LOCATION AND HEIGHT LIMITATIONS AS STATED IN HARRISVILLE CITY FENCING ORDINANCE.



PROJECT ENGINEER
8/15/2022
DATE

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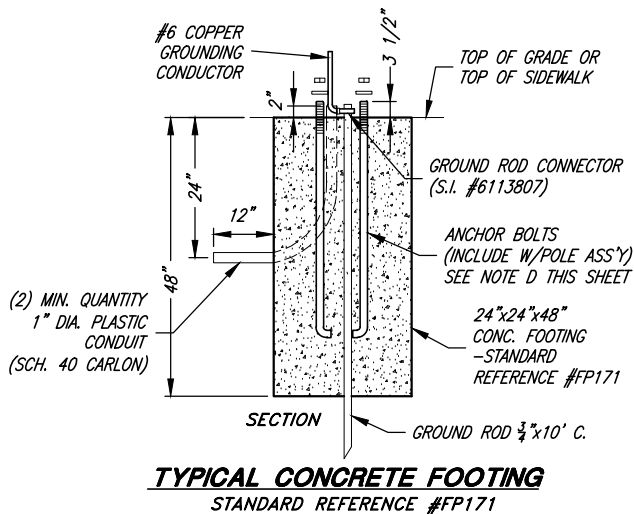
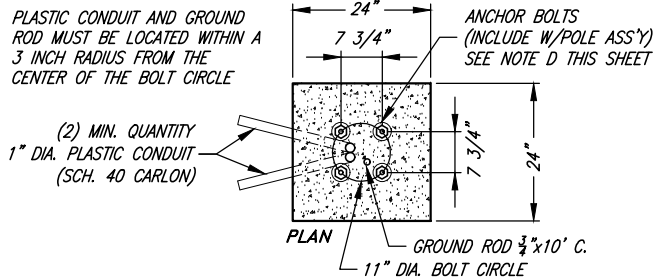
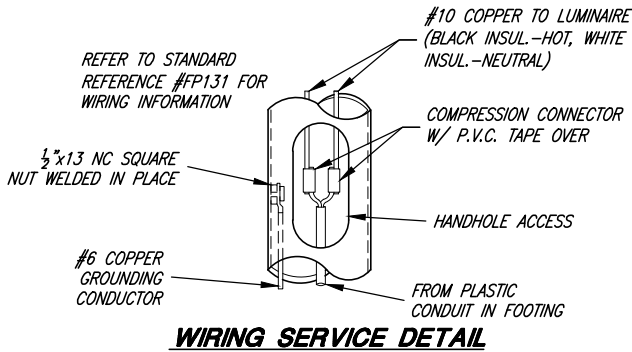


HARRISVILLE CITY CORPORATION
PUBLIC WORKS - GENERAL CONSTRUCTION STANDARDS
CHAIN LINK FENCE STANDARD DETAILS

SHEET:
G1
OF 1 SHEET

- B1. STREET LIGHTS MUST BE LOCATED AT ALL INTERSECTIONS, CORNERS, AND CUL-DE-SACS FOR ALL STREET TYPES AT LOCATIONS SHOWN ON APPROVED CONSTRUCTION PLANS.
- B2. STREET LIGHTS MUST BE SPACED AT THE MAXIMUM 500 FOOT SPACING AND SHOULD ALTERNATE EACH SIDE OF THE STREET AT LOCATIONS SHOWN ON APPROVED CONSTRUCTION PLANS.
- B3. OR EQUAL PRODUCTS: OTHER LIGHT POLES AND LUMINAIRES CAN BE USED UPON APPROVAL OF THE CITY. OR EQUAL PRODUCTS SHOULD BE OF SIMILAR QUALITY AND DURABILITY. DIRECT BURY COMPOSITE LIGHT POLES HAVE NOT BEEN AS DURABLE AND THEREFORE ARE NOT EXPECTED TO BE USED.

LEDG 120 53 5K AS G L3 PCS R
LEGEND ROADWAY LED, 120 Leds, 525MA DRIVER, 5,000 K CCT, AUTO-SENSING VOLTAGE, 120 THRU 277, GRAY, TYPE III, WIDE ASYMMETRIC, DTL SOLID-STATE LIGHTING PHOTOCONTROL 120-277V, NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE.



THE FOOTINGS AS SPECIFIED ON THIS STANDARD IS DESIGNED FOR USE WITH THE STD. 11 GA. (OR 10 GA.) METAL STREET LIGHT POLES FOR MOUNTING HEIGHTS UP TO 32 FEET. IT SHOULD NOT BE APPLIED IN LOCATIONS WHICH REQUIRE A POLE OF HIGHER STRENGTH (SUCH AS A DEAD-END POLE, COMBINATION STREET LIGHT/TRAFFIC SIGNAL POLE, OR ETC.)

- FOOTING NOTES:
- A1. FOOTINGS WILL GENERALLY BE INSTALLED BY A CONTRACTOR. FOOTINGS SHOULD BE LOCATED WITH THE VERTICAL CENTERLINE 24"+ BACK FROM THE EDGE OF CURB.
- A2. THE MANUFACTURER SHALL FURNISH (4) ANCHOR BOLTS, (1) GROUND ROD & PLASTIC CONDUITS FOR EACH FOOTING AS REQ'D.
- A3. NUMBER AND ORIENTATION OF THE PLASTIC CONDUITS ARE INFLUENCED BY THE UNDERGROUND CIRCUIT ROUTE AND SHOULD BE DETERMINED IN EACH LOCATION FOR THE MOST PRACTICAL SOLUTION.
- A4. ANCHOR BOLTS SHALL BE FURNISHED WITH 6" MIN. THREAD LENGTH AND SHALL BE HOT DIP GALVANIZED.

DECORATIVE LIGHT POLE SPECIFICATIONS

POST DESCRIPTION
THE LIGHTING POST SHALL BE ALL ALUMINUM CONSTRUCTION CONSISTING OF A POLE TOP ADAPTER PLATE, PATENTED SITELINK SL5 SHAFT AND A DECORATIVE FLUTED CAST ALUMINUM BASE.

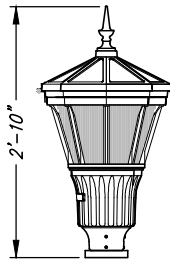
MATERIALS
THE BASE SHALL BE HEAVY WALL, CAST ALUMINUM PRODUCED FROM CERTIFIED ASTM 356.1 INGOT PER ASTM B-179-95A OR ASTM B26-95. THE SHAFT SHALL BE EXTRUDED FROM ALUMINUM, ASTM 6061 ALLOY, HEAT TREATED TO A T6 TEMPER. ALL HARDWARE SHALL BE TAMPER RESISTANT STAINLESS STEEL. ANCHOR BOLTS TO BE COMPLETELY HOT DIP GALVANIZED.

DIMENSIONS
THE POST SHALL BE 14'-0" IN HEIGHT WITH A Ø16" BASE. A HAND HOLE SHALL BE PROVIDED FOR ACCESS.

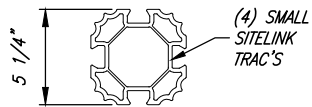
INSTALLATION
THE POST SHALL BE PROVIDED WITH FOUR, HOT DIP GALVANIZED L-TYPE ANCHOR BOLTS TO BE INSTALLED ON A 12" DIAMETER BOLT CIRCLE. A DOOR SHALL BE PROVIDED IN THE BASE FOR ANCHORAGE AND WIRING ACCESS. A GROUNDING SCREW SHALL BE PROVIDED INSIDE THE BASE OPPOSITE THE DOOR.

FINISH
THE ENTIRE ASSEMBLY SHALL BE ANODIZED AND THEN RECEIVE A STANDARD HOLOPHANE POWDER COAT FINISH OVER THE ANODIZED MATERIAL.

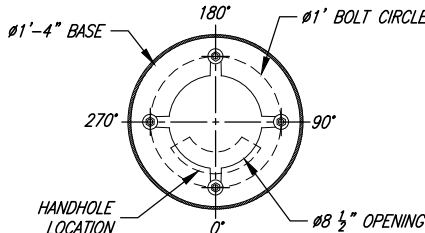
- LUMINAIRE**
- UTILITY WASHINGTON POSTLITE FCO LED
 - 70W DRIVER 5K AUTO-SENSING 120-277V
 - ASYMMETRIC FULL CUTOFF LED, SPIKE FINIAL
 - NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE
 - DTL TWISTLOCK PHOTOCONTROL 120-277V
 - 25' PREWIRED LEADS



- OPTIONAL LUMINAIRE**
- UTILITY ARLINGTON FULL CUT OFF LED
 - 100W SYSTEM 5K SERIES CCT
 - AUTO-SENSING VOLTAGE 120-277V
 - ASYMMETRIC GLASS REFRACTOR, SPIKE FINIAL
 - NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE
 - 25' PREWIRED LEADS, SOLID STATE PHOTOCONTROL 120-277V
 - REPLACEMENT SURGE PROTECTOR



PATENTED SITELINK SHAFT (CATALOG # L5J)



ANCHORAGE DETAIL

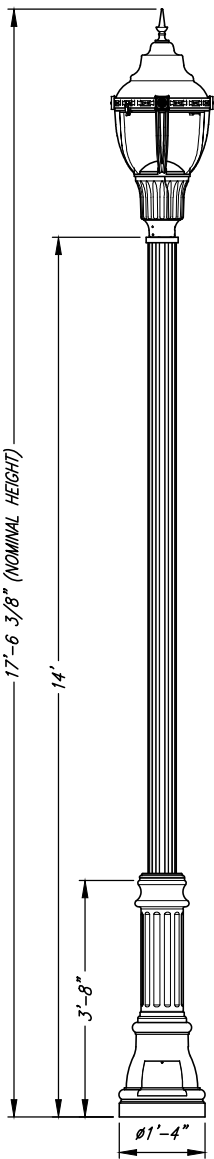
ATTENTION

DEVELOPER / CONTRACTOR SHALL NOTIFY THE ROCKY MOUNTAIN POWER OFFICE PRIOR TO LIGHTING INSTALLATION TO ARRANGE FOR POWER TO BE PROVIDED ON SITE, AS WELL AS APPROVAL OF LIGHTING UNIT LOCATIONS AND APPROVAL OF ACTUAL COMPONENT SELECTION.

NOTE:
REFER TO THE ROCKY MOUNTAIN POWER DISTRIBUTION CONSTRUCTION STANDARD MANUAL FOR IDENTIFICATION OF ALL STANDARD REFERENCE NUMBERS LISTED ON THIS SHEET.

ALL FINAL WORK AND MATERIAL TO BE APPROVED BY HARRISVILLE CITY CORPORATION AND THE CITY ENGINEER.

RESIDENTIAL DECORATIVE LIGHT POLE



RESIDENTIAL DECORATIVE LIGHT POLE

HARRISVILLE CITY CORPORATION

PUBLIC WORKS - GENERAL CONSTRUCTION STANDARDS

STREET LIGHTING DETAILS

SHEET:

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OF 1 SHEETS
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PROJECT ENGINEER
8/15/2022
DATE

REV.	DATE	APPR.

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HARRISVILLE CITY CORPORATION
PUBLIC WORKS - GENERAL CONSTRUCTION STANDARDS
STREET LIGHTING DETAILS

WATER EFFICIENT (WATER WISE) LANDSCAPING:

1. PURPOSE:

THE PURPOSE OF THESE WATER EFFICIENCY STANDARDS IS TO CONSERVE THE PUBLIC'S WATER RESOURCES BY ESTABLISHING WATER CONSERVATION STANDARDS FOR OUTDOOR LANDSCAPING.
2. "WATER WISE LANDSCAPING IS REQUIRED FOR ALL DEVELOPMENTS"

A. LANDSCAPES IN NEW SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS:

PROVIDE TURF GRASS THAT IS 35% OR LESS OF THE TOTAL FRONT AND SIDE YARD LANDSCAPED AREA. PROVIDE LANDSCAPING DESIGNS THAT MEET THIS STANDARD AT ALL NEW DEVELOPMENTS AND WHEN RENOVATING 50% OR MORE OF AN EXISTING SITE'S LANDSCAPING.

IN NEW RESIDENTIAL DEVELOPMENTS: DO NOT INSTALL TURF GRASS IN THE PARK STRIPS. PROVIDE WATER-CONSERVING PLANTS ACCORDING TO THIS STANDARD AND THE WEBSITES LISTED ON NOTE 3.

B. LANDSCAPES IN NON-RESIDENTIAL DEVELOPMENTS:

PROVIDE TURF GRASS THAT IS 20% OR LESS OF THE TOTAL LANDSCAPED AREA, OUTSIDE OF ACTIVE RECREATION AREAS. PROVIDE LANDSCAPING DESIGNS THAT MEET THIS STANDARD AT ALL NEW DEVELOPMENTS AND WHEN RENOVATION 50% OR MORE OF AN EXISTING SITE'S LANDSCAPING.
3. USE WATER WISE PLANTINGS AS IDENTIFIED IN THE FOLLOWING WEBSITES:

A. <https://localscapes.com>

B. <https://conservationgardenpark.org>

C. <https://extension.usu.edu/cwel/principles>
4. IMPLEMENT WATER EFFICIENT PRACTICES PER THE RECOMMENDATIONS OF THE WEBSITES LISTED ABOVE:

A. USE DEEP-ROOTING, WATER-CONSERVING PLANTS (NOT TURF GRASS) ON SLOPES GREATER THAN 25% (4H:1V).

B. USE WATER CONSERVING PLANTS (NO TURF GRASS) IN LANDSCAPED AREAS LESS THAN 8.0' FEET WIDE.

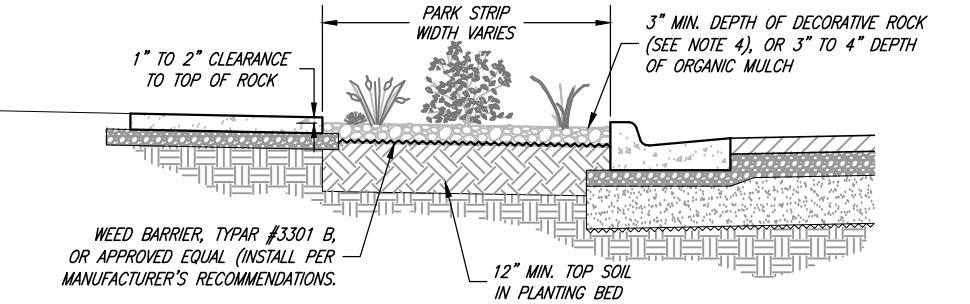
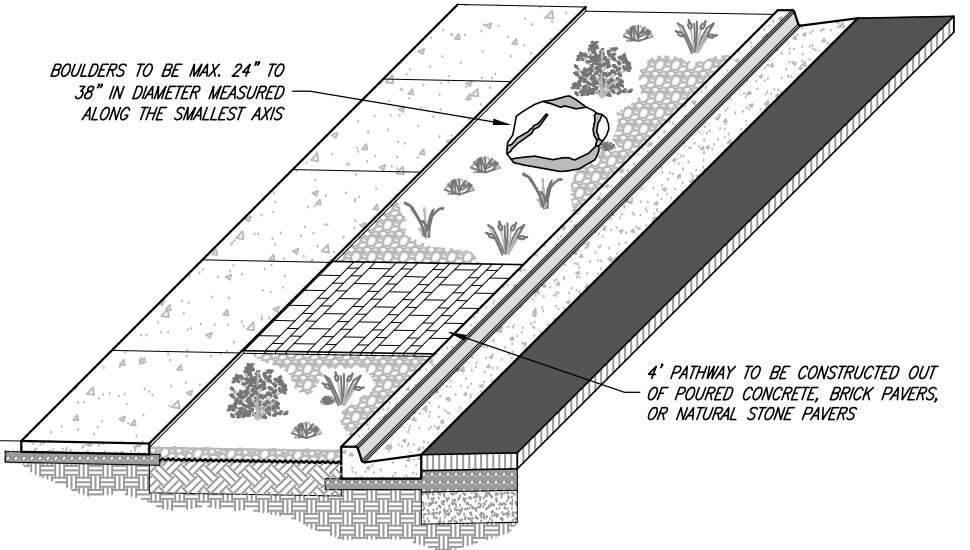
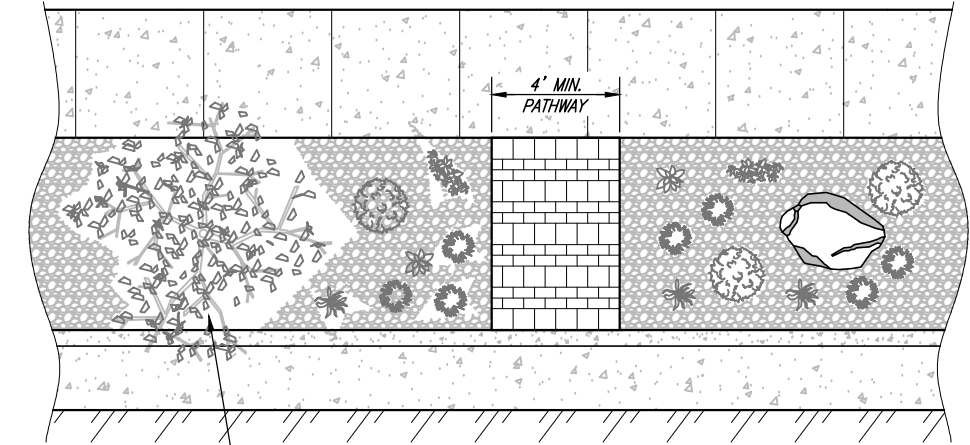
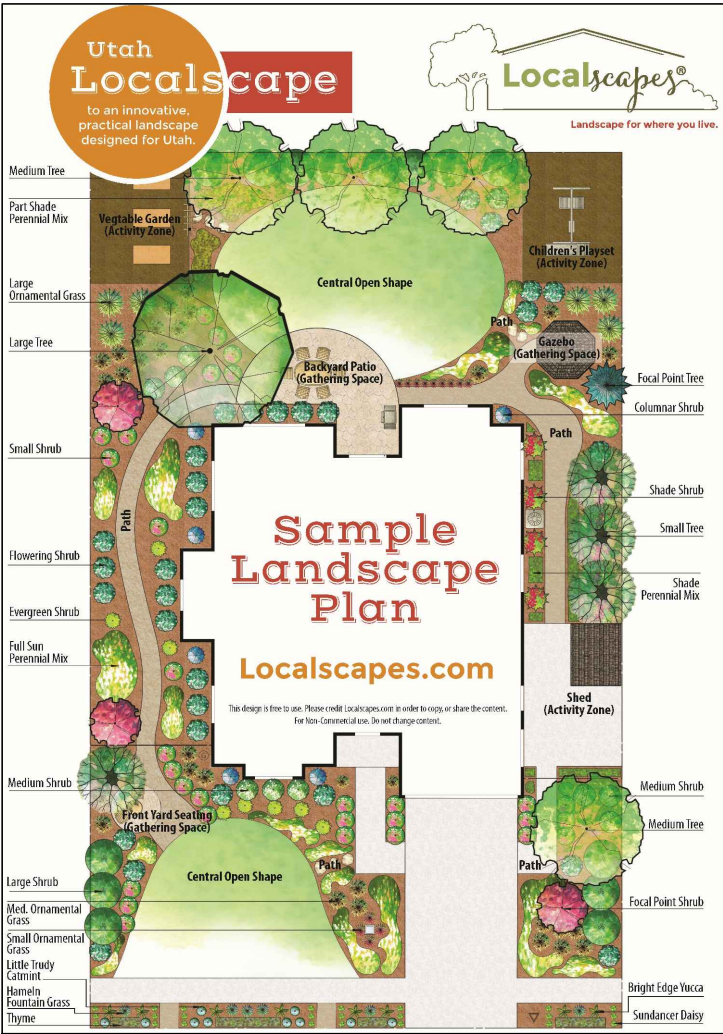
C. USE DRIP EMITTERS OR BUBBLERS TO IRRIGATE PLANTS IN NON-TURF AREAS.

D. PLACE VALVES SO THAT EACH ZONE IS SIMILAR, WITH SIMILAR SLOPE AND SOIL CONDITIONS, PLAN MATERIALS, AND WATERING NEEDS. USE SEPARATE VALVES ON TURF AND NON-TURF AREAS. PLACE DRIP EMITTERS AND SPRINKLERS ON SEPARATE VALVES.

E. USE A WATER SENSE LABELED SMART IRRIGATION CONTROLLER THAT AUTOMATICALLY ADJUSTS THE FREQUENCY AND/OR DURATION OF IRRIGATION IN RESPONSE TO CHANGING WEATHER CONDITIONS. USE CONTROLLERS EQUIPPED WITH AUTOMATIC RAIN DELAY OR RAIN SHUT-OFF CAPABILITIES.

F. PROVIDE 3-INCHES TO 4-INCHES OF MULCH ON ALL IRRIGATION NON-TURF AREA TO RETAIN WATER, INHIBIT WEED GROWTH, AND MODERATE SOIL TEMPERATURE. DO NOT PLACE MATERIALS UNDER MULCH THAT PREVENT WATER FROM INFILTRATING.

G. PROVIDE PLANTS THAT AT MATURITY PROVIDE AT LEAST 50% OF LIVING PLANT COVER AT THEIR GROUND PLANE (NOT INCLUDING TREE CANOPIES.)



DECORATIVE ROCK / ORGANIC MULCH
GROUND COVER DETAIL

- PARK STRIP LANDSCAPING GENERAL NOTES:
- A1. THE PARK STRIP AREA TO BE MAINTAINED BY THE PROPERTY OWNER.
 - A2. THE PARK STRIP SHALL BE LANDSCAPED WITHIN 2 YEARS OF OCCUPANCY.
 - A3. ALL PLANTED AREAS MUST BE EQUIPPED WITH A WATER WISE IRRIGATION SYSTEM.
 - A4. DECORATIVE ROCK MULCH SIZE AND COLOR WILL DEPEND ON THE DESIRED LOOK. THE ROCK MULCH DEPTH DEPENDS ON THE SIZE OF ROCK SELECTED, BUT TYPICALLY IS NO LESS THAN 3". THE FINISHED GRADE OF ROCK IS 1" TO 2" BELOW THE TOP OF ANY HARD SURFACE.
 - A5. CORNER LOTS HAVE A SITE TRIANGLE (CLEAR VIEW AREA). IN THIS AREA YOU CAN NOT HAVE PLANT MATERIAL OVER 2' IN HEIGHT
 - A6. NO TREES IN PARK STRIPS LESS THAN 6'-0" WIDE. TREES TO HAVE 30'-0" MIN. SPACING. TREE DETAILS TO BE SUBMITTED FOR REVIEW AND APPROVED BY THE CITY PRIOR TO PLANTING.



<https://localscapes.com>
<https://conservationgardenpark.org>
<https://extension.usu.edu/cwel/principles>



PROJECT ENGINEER
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DATE

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HARRISVILLE CITY CORPORATION
PUBLIC WORKS - GENERAL CONSTRUCTION STANDARDS
WATER EFFICIENT LANDSCAPING

SHEET:
G3
OF 1 SHEETS
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HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

MAYOR:
Michelle Tait

COUNCIL MEMBERS:
Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Karen Fawcett

Privacy Policy

This privacy notice for Harrisville City, describes how and why we might collect, store, use, and/or share (process) your information when you visit our website at <http://www.cityofharrisville.com>, or any website of ours that links to this privacy notice.

Questions or concerns?

Reading this privacy notice will help you understand your privacy rights and choices. If you do not agree with our policies and practices, please do not visit our website. If you still have any questions or concerns, please contact us at questions@cityofharrisville.com.

What personal information do we process?

When you visit, use, or navigate our website, we may process personal information depending on how you interact with us and the website, the choices you make, and the products and features you use.

We receive, collect, and store any information you have entered to receive our newsletters, requests, and applications. In addition, we collect the internet protocol (IP) address used to connect your computer to the internet. We may use software tools to measure and collect session information, including page response times, and length of visits to certain pages. We also collect personally identifiable information (including name, email, addresses); comments, feedback, recommendations, payments, and personal profiles.

How do we process your information?

We process your information to provide, improve, and administer our website, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so. Learn more about how we process your information.

In what situations and with which parties do we share personal information?

We may share information in specific situations and with specific third parties. Learn more about when and with whom we share your personal information.

How we collect the information:

When you enter information or conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address, and email address. Your personal information will be used for the specific reasons stated below.

Why we collect this information:

We collect such Non-personal and Personal information for the following purposes:

- 1. To provide and operate the services;*
- 2. To provide our Residents with ongoing customer assistance and transparency;*
- 3. To be able to contact our Visitors and Residents with general or personalized service-related notices;*
- 4. To create aggregated statistical data and other aggregated and/or inferred non-personal information, which we may use to provide and improve our respective services;*
- 5. To comply with any applicable laws and regulations.*

How do we keep your information safe?

We have organizational and technical processes and procedures in place to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information.

WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to use.

We collect personal information that you voluntarily provide to use when you express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

Personal Information Provided by You. The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

- Names
- Mailing Addresses
- Email Addresses

Sensitive Information and Payment Data. We may collect data necessary to process your payment if you make purchases, such as your credit card number, and the security code associated with your credit card. All payment data is stored by CORE. You may find their privacy notice link(s) here: <https://www.corebt.com/privacy-policy/>

All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

HOW DO WE PROCESS YOUR INFORMATION?

We process your personal information for a variety of reasons, depending on how you interact with our website, including:

- To deliver and facilitate delivery of services to the user. We may process your information to provide you with the requested service.
- To send administrative information to you. We may process your information to send you details about our newsletter, applications, changes to our terms and policies, and other similar information.

WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?

We may need to share your personal information in the following situations:

- We may share or transfer your information in connection with making online reservations, land use applications, or to process garbage service requests.

How it is stored, used, shared/disclosed:

- *Our city is hosted on Wix.com, Core, and Maddlogic. They provide us with online platforms that allows us process requests and services needed. Your data may be stored through these platform's data storage, databases and the general applications. They store your data on secure servers behind a firewall.*
- *All direct payment gateways offered by Core and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express, and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.*

DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

HOW LONG DO WE KEEP YOUR INFORMATION?

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law. When we have no ongoing legitimate business need to process your personal information, it will be deleted.

HOW DO WE KEEP YOUR INFORMATION SAFE?

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our website is at your own risk. You should only access the website within a secure environment.

How we communicate with our site visitors:

We may contact you to notify you regarding your requests, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about the city, or as otherwise necessary to contact applicable national laws, and any agreement we

may have with you. For these purposes we may contact you via email, telephone, and postal mail.

DO WE COLLECT INFORMATION FROM MINORS?

We do not knowingly solicit data from or market to children under 18 years of age. By using the website, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at questions@cityofharrisville.com.

WHAT ARE YOUR PRIVACY RIGHTS?

UTAH RESIDENTS

Under the Utah Consumer Privacy Act (UCPA), you have the rights listed below. However, these rights are not absolute, and in certain cases, we may decline your request as permitted by law.

- Right to be informed whether or not we are processing your personal data
- Right to access your personal data
- Right to request deletion of your personal data
- Right to obtain a copy of the personal data you previously shared with us
- Right to opt out of the processing of your personal data if it is used for targeted advertising or the sale of personal data

To submit a request to exercise these rights described above, please email questions@cityofharrisville.com or submit a data subject access request. However, please note this will not affect the lawfulness of the processing before its withdrawal nor, when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

Option out of marketing and promotional communications: You can unsubscribe from our Newsletter at any time by clicking on the unsubscribe link on the marketing lists.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our website. For further information, please see our Cookie notice. If you have questions or comments about your privacy rights, you may email us at questions@cityofharrisville.com.

1. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that

automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

2. CATEGORIES OF PERSONAL INFORMATION WE COLLECT

We have collected the following categories of personal information in the past twelve (12) months:

Category	Examples	Collected
A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name	Yes
B. Protected classification characteristics under state or federal law	Gender and date of birth	No
C. Commercial Information	Transaction information, purchase history, financial details, and payment information	No
D. Biometric Information	Fingerprints and voiceprints	No
E. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements	No
F. Geolocation data	Device location	No
G. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	No
H. Professional or employment-related information	Business contact details in order to provide you our Services at a business level or job title, work history, and professional qualifications if you apply for a job with us	No
I. Education Information	Student records and directory information	No
J. Inferences drawn from collected personal information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	No
K. Sensitive personal Information	Credit Card Numbers	Yes

We will use and retain the collected personal information as needed to provide services or for as long as the user has an account with us.

We may also collect other personal information outside of these categories through instances where you interact with us in person, online, or by phone or mail in the context of:

- Receiving help through our resident support channels;
- Participation in resident surveys or contests; and
- Facilitation in the delivery of our Services and to respond to your inquiries.

3. PRIVACY POLICY UPDATES.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

4. CONTACTING US ABOUT THIS NOTICE

If you have questions or comments about this notice, you may email us at questions@cityofharrisville.com or contact us by US Mail at:

Harrisville City
363 West Independence Blvd
Harrisville, UT 84404

Data Subject Access Request Form

Please fill in the information below. The website administrator or data protection officer will be notified of your request within 24 hours, and will need an appropriate amount of time to respond.

Website: _____

Your Name: _____

What email address do you use to access the above website?

You are submitting this request as:

- ☐ The person, or the parent/guardian of the person, whose name appears above.
- ☐ An agent authorized by the consumer to make this request on their behalf.

I am submitting a request to:

- ☐ Know what information is being collected from me
- ☐ Have my information deleted
- ☐ Access my personal information
- ☐ Fix inaccurate information
- ☐ Receive a copy of my personal information
- ☐ Limit the use and disclosure of my sensitive personal information
- ☐ Other (please specify below)

Please leave details regarding your action request or question.

I confirm that:

- Under penalty of perjury, I declare all the above information to be true and accurate.
- I understand that the deletion or restriction of my personal data is irreversible and may result in the termination of services with www.cityofharrisville.com.
- I understand that I will be required to validate my request by email, and I may be contacted in order to complete the request.

Signature

Print Name

COOKIE POLICY

This Cookie Policy explains how Harrisville City uses cookies and similar technologies to recognize you when you visit our website at www.cityofharrisville.com. It explains what these technologies are and why we use them, as well as your rights to control our use of them.

What are cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information.

Cookies set by the website owner are called “first-party cookies”. Cookies set by parties other than the website owner are called “third-party cookies”. Third-party cookies enable third-party features or functionality to be provided on or through the website. The parties that set these third-party cookies can recognize your computer both with its visits to the website in question and also when it visits certain other websites.

Why do we use cookies?

We use first- and third-party cookies for several reasons. Some cookies are required for technical reasons in order for our website to operate, and we refer to these as “essential” or “strictly necessary” cookies. Other cookies also enable us to track and target the interests of our users to enhance the experience on our Online Properties. Third parties serve cookies through our website for advertising, analytics, and other purposes. This is described in more detail below.

How can I control Cookies?

You have the right to decide whether to accept or reject cookies. You can exercise your cookie rights by setting your preference in the Cookie Consent Manager. The Cookie Consent Manager allows you to select which categories of cookies you accept or reject. Essential cookies cannot be rejected as they are strictly necessary to provide you with services.

The Cookie Manager can be found in the notification banner and on our website. If you choose to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted. You may also set or amend your web browser controls to accept or refuse cookies.

HARRISVILLE POLICE DEPARTMENT

Mark L. Wilson
Chief of Police

MEMORANDUM

To: Harrisville City Council
From: Chief Mark L Wilson
Date: 04/04/2024
Re: Parking Enforcement on Hwy 89 and Washington Blvd

It has come to my attention that there are areas along HWY 89 and Washington Blvd that on street parking is creating a significant and consistent safety hazard to the residents of Harrisville. The City has worked with UDOT for solutions to these problems. I have been informed that UDOT will post signs in certain areas to prevent on street parking that constitute a safety hazard and will maintain and update the signs as long as the Harrisville Police Department will commit to the enforcement of the parking violations.

If the Harrisville City Council chooses to adopt the parking ordinance, The Harrisville Police Department will commit to enforcing parking violations appropriately marked by the city or UDOT along HWY 89, and Washington Blvd.

Chief Mark L Wilson

HARRISVILLE POLICE DEPARTMENT

Mark L. Wilson
Chief of Police



**HARRISVILLE CITY
ORDINANCE 516**

TRANSPORTATION CODE AMENDED

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING SECTION
6.13.030 IN TITLE 6 OF THE HARRISVILLE MUNICIPAL CODE ENTITLED
“PARKING”; SEVERABILITY; AND PROVIDE AN EFFECTIVE DATE.**

WHEREAS, Harrisville City (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the state of Utah;

WHEREAS, *Utah Code Annotated* §10-8-8, 1953 as amended, allows municipalities to “lay out, establish, open, alter, widen, narrow, extend, grade, pave or otherwise improve streets. . .”

WHEREAS, *Utah Code Annotated* §10-8-11, 1953 as amended, empowers municipalities to regulate the use of streets, avenues, alleys, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon, and provide for the lighting and sprinkling of the same.”

WHEREAS, *Utah Code Annotated* §10-8-84, 1953 as amended, grants municipalities broad authority to provide for safety and preserve health, and promote prosperity, improve morals, peace and good order, comfort, convenience, and for the protection of property;

WHEREAS, *Utah Code Annotated* §10-8-60, 1953 as amended, grants municipalities broad authority to declare what shall be a nuisance, abate the same, and to impose fines for such nuisances;

WHEREAS, the City is the “Highway Authority” under state law for certain roads within its jurisdiction;

WHEREAS, the City Council desires to amend its Transportation Code;

NOW, THEREFORE, be it ordained by the Harrisville City Council as follows:

Section 1: Repealer. Any word, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Amendment. Section 6.13.030 of the Harrisville Municipal Code is hereby amended as follows:

6.13.030 Parking

The Director may place signs and/or markings on all City roads to prohibit or restrict stopping, standing, or parking. The Director may prohibit, restrict, or regulate the stopping, standing, or parking on any property the City owns or operates. The following are prohibited from parking on any road at any time:

1. Any recreational vehicle, boat, or trailer of any kind.
2. Any dump truck, heavy equipment, or other object of any kind, except use for on a bona fide utility project, road project, or development approved by the City.
3. Any vehicle parked in areas identified by signage or Traffic Markings on state roads further identified as Highway 89, Washington Boulevard, and Wall Avenue.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

Jack Fogal, City Recorder

RECORDED this ____ day of _____, 2024.

PUBLISHED OR POSTED this ____ day of _____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North and 3) Harrisville Cabin on the above referenced dates.

City Recorder

DATE: _____



HARRISVILLE CITY

363 West Independence Harrisville, Utah 84404 (801) 782-4100

MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Grover Wilhelmsen
Steve Weiss
Blair Christensen
Max Jackson
Kenny Loveland

MEMORANDUM

To: City Council
From: Chief of Police Mark L Wilson
Department: Police Department
Date: April 04, 2024
Re: Surplus of Police Vehicles

This is in reference to the surplus of two Police vehicles V#381 2019 Ford Police Interceptor 1FM5K8AR9KGA12181, and V#374 2017 Ford Police Interceptor 1FM5K8AR4HGE00928.

I am currently working with Ken Garf to sale these vehicles to another agency fully equipped. This option would save the cost to strip the vehicles of equipment, and also give us some added revenue from the sale. The equipment that is currently in the vehicles will not be reused by the Harrisville Police Department.

If the vehicles cannot be sold to another agency the vehicles will have to be stripped of all equipment, and be sold at TNT Auction.