3200 W 300 N, West Point, UT 84015
801.776.0970

WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
ELECTRONIC MEETING
April 20th, 2021

Mayor
Erik Craythorne
Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Andy Dawson
R. Kent Henderson
Annette Judd
City Manager
Kyle Laws

THIS PUBLIC MEETING WILL BE HELD ELECTRONICALLY IN ACCORDANCE WITH THE APRIL 6TH, 2021 WRITTEN DETERMINATION:

PURSUANT TO UTAH CODE ANN. 52-4-207(4), We, the undersigned Mayor and Planning Commission Chair of West Point City, hereby determine that conducting City Council and Planning Commission meetings at any time during the next 30 days at an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.
The World Health Organization, the President of the United States, the Governor of Utah, and the Davis County Health Department have all recognized that a global pandemic exists related to the new strain of the coronavirus, COVID-19. Further, according to information from state epidemiology experts, Utah is currently in an acceleration phase, which has the potential to overwhelm the state's healthcare system.
This written determination will expire thirty days from the date it is signed.
The original of this Written Determination is on file in the City Recorder's office. An electronic copy is also available on the City website at www.westpointcity.org.

The public may monitor or listen to the meeting electronically and provide public comment when appropriate by following the instructions below:

- **Join Zoom Meeting at**: https://us02web.zoom.us/j/87984693811 *or*
- **Connect via Telephone:** Dial 1(669) 900-6833 and enter **Meeting ID:** 879 8469 3811

Members of the public may also participate in the Citizen Comment item via email prior to the meeting

Comments must be received prior to the 7PM City Council Meeting

- **Email**: carnold@westpointcity.org
- **Subject Line:** Must be designated as "Citizen Comment – April 20, 2021 City Council Meeting"
- **Email Body**: **Must** include First & Last Name and Address and a succinct statement of your comment.

ADMINISTRATIVE SESSION

6:30 PM – OPEN TO THE PUBLIC

1. **Update on the 4th of July Celebration** – Mr. Kyle Laws
2. **Discussion Regarding the New Land Use & Development Code: Conditional Uses & Subdivisions –** Mrs. Bryn MacDonald pg. 4
3. **Other Items**

GENERAL SESSION

7:00 PM – OPEN TO THE PUBLIC

1. **Call to Order**
2. **Prayer** (Please contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)
3. **Communications and Disclosures from City Council and Mayor**
4. **Communications from Staff**
5. **Citizen Comment** (If you wish to make comment to the Council, you are encouraged to email your comments prior to the meeting using the instructions above. If you have joined the electronic meeting, use the "raise hand" icon if on a computer or dial *9 to indicate that you would like to make a comment. When it is your turn, the meeting host will unmute you. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives)
6. **Update from the Miss West Point Royalty**
7. **Youth Council Update**
8. **Consideration of Approval of the Site Plan Amendment for The Point Development –** Mrs. Bryn MacDonald pg. 5
9. **Consideration of Approval of the Site Plan for Pad A of The Point Development** – Mrs. Bryn MacDonald pg. 9
10. **Consideration of Approval of Resolution No. 04-2021A, Approving a Boundary Line Agreement Between West Point City and Penny R. Kapp** – Mr. Boyd Davis p. 23
11. **Consideration of Approval of Resolution No. 04-20-2021B, Approving a Payback Agreement for the Lift Station** – Mr. Boyd Davis pg. 28
12. **Motion to Adjourn the General Session**

Posted this 16th day of April, 2021

Casey Arnold

CASEY ARNOLD, CITY RECORDER

If you plan to attend this meeting and, due to disability, will need assistance in understanding or participating therein, please notify the City at least twenty-four (24) hours prior to the meeting and we will seek to provide assistance.

TENTATIVE UPCOMING ITEMS

Date: 05/04/2021

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2021 Amended Budget and FY2022 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey
2. Discussion Regarding the Sewer Feasibility Study for the Annexation Area – Mr. Boyd Davis
3. Discussion Regarding a Rezone Application for property located at approximately 4250 W 800 N from an R-1 to an R-2 Zone – Mrs. Bryn MacDonald
4. Discussion Regarding a Rezone Application for Property Located at Approximately 3181 W 300 N from A-40 to the R-2 and R-4 Zones – Mrs. Bryn MacDonald

General Session – 7:00 pm

1. Presentation and Update on UTOPIA – Roger Timmerman and Kimberly McKinley from UTOPIA
2. Youth Council Update
3. Recognition of Michelle Bailey, Former West Point City Employee

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Date: 05/18/2021

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2021 Amended Budget and FY2022 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Consideration of Approval of Resolution No. 05-18-2021A, Approving the FY2021 Amended Budget – Mr. Ryan Harvey
    a. Public Hearing
    b. Adoption
2. Consideration of Approval of Ordinance No. 05-04-2021A, Approving a Rezone of Property Located at Approximately 4250 W 800 N from an R-1 to an R-2 Zone – Mrs. Bryn MacDonald
    a. Public Hearing
    b. Action
3. Consideration of Approval of Ordinance No. 05-04-2021B, Approving a Rezone of Property Located at Approximately 3181 W 300 N from A-40 to the R-2 and R-4 Zones – Mrs. Bryn MacDonald
    a. Public Hearing
    b. Action

Date: 06/01/2021

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2022 Tentative Budget for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
2. Consideration of Approval of Resolution No. 06-01-2021A, Approving the FY2022 Tentative Budget – Mr. Ryan Harvey
    a. Public Hearing
    b. Adoption

CDRA – 7:30 pm

1. Consideration of Approval of R06-01-2020A, Approving the FY2022 Tentative Budget for the CDRA of West Point City – Mr. Ryan Harvey
    a. Public Hearing
    b. Adoption

Date: 06/15/2021

Administrative Session – 6:00 pm

1. Discussion Regarding the FY2022 Final Budget and 2021 Property Tax Rate for West Point City and All Related Agencies – Mr. Ryan Harvey

General Session – 7:00 pm

CDRA – 7:00 pm

2. Consideration of Approval of R06-15-2020A, Approving the FY2022 Final Budget for the CDRA of West Point City – Mr. Ryan Harvey
    a. Public Hearing
    b. Adoption

Date: 07/06/2021

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Youth Council Update

WEST POINT CITY 2021 CALENDAR

2021

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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31						

FEBRUARY

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28						

MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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24	25	26	27	28	29	30

NOVEMBER

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DECEMBER

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26	27	28	29	30	31	

*UPDATED AS OF December 1, 2020

IMPORTANT DATES

JANUARY

- 1 New Year's Day - CLOSED
- 5 City Council - 6 PM
- *11 Senior Lunch - CANCELED*
- 14 Planning Commission - 6 PM
- 18 MLK Jr. Day - CLOSED
- 19 City Council - 6 PM
- 28 Planning Commission - 6 PM
- TBD City Council Planning & Visioning Session

FEBRUARY

- 2 City Council - 6 PM
- *8 Senior Lunch - CANCELED*
- 11 Planning Commission - 6 PM
- 15 President's Day - CLOSED
- 16 City Council - 6 PM
- 25 Planning Commission - 6 PM

MARCH

- 2 City Council - 6 PM
- 11 Planning Commission - 6 PM
- *15 Senior Lunch - CANCELED*
- 16 City Council - 6 PM
- 25 Planning Commission - 6 PM

APRIL

- TBD EASTER EGG HUNT - 10 AM
- 6 City Council - 6 PM
- 8 Planning Commission - 6 PM
- *12 Senior Lunch - CANCELED*
- 20 City Council - 6 PM
- 22 Planning Commission - 6 PM

MAY

- TBD TAKE PRIDE IN WEST POINT
- 4 City Council - 6 PM
- 6 CEMETERY CLEANING
- 13 Planning Commission - 6 PM
- *17 Senior Lunch - CANCELED*
- 18 City Council - 6 PM
- 27 Planning Commission - 6 PM
- 31 Memorial Day - CLOSED

JUNE

- TBD MISS WEST POINT PAGEANT
- 1 City Council - 6 PM
- 10 Planning Commission - 6 PM
- *14 Senior Lunch - CANCELED*
- 15 City Council - 6 PM
- 24 Planning Commission - 6 PM

JULY

- 2-3 PARTY AT THE POINT EVENTS
- 5 Independence Holiday - CLOSED
- 6 City Council - 6 PM
- 8 Planning Commission - 6 PM
- *12 Senior Lunch - CANCELED*
- 20 City Council - 6 PM
- 22 Planning Commission - 6 PM
- 23 Pioneer Day Holiday - CLOSED

AUGUST

- TBD Summer Party
- 3 City Council - 6 PM
- 12 Planning Commission - 6 PM
- 17 City Council - 6 PM
- 20 MOVIE IN THE PARK - DUSK
- 20 Senior Dinner - 5:30 PM
- 26 Planning Commission - 6 PM

SEPTEMBER

- 6 Labor Day - CLOSED
- 7 City Council - 6 PM
- 9 Planning Commission - 6 PM
- 13 Senior Lunch - 11:30 AM
- 17 MOVIE IN THE PARK - DUSK
- 21 City Council - 6 PM
- 23 Planning Commission - 6 PM

OCTOBER

- TBD HALLOWEEN CARNIVAL - 7 PM
- 4 Senior Lunch - 11:30 AM
- 5 City Council - 6 PM
- 7 CEMETERY CLEANING
- 11 Employee Training - CLOSED
- 13 Council/Staff Lunch - 11:30 AM
- 14 Planning Commission - 6 PM
- 19 City Council - 6 PM
- 28 Planning Commission - 6 PM

NOVEMBER

- 2 ELECTION DAY
- 6 FLAGS ON VETERANS' GRAVES
- 11 Veterans Day - CLOSED
- 15 Senior Lunch - 11:30 AM
- 16 City Council - 6 PM
- 25-26 Thanksgiving - CLOSED
- 29 CITY HALL LIGHTING - 6 PM

DECEMBER

- 3 Christmas Party - 7 PM
- 6 CHILD REMEMBRANCE - 7 PM
- 7 City Council - 6 PM
- 9 Planning Commission - 6 PM
- 13 Senior Lunch - 11:30 AM
- 17 CEMETERY LUMINARY - 4 PM
- 21 City Council - 6 PM
- 23 Planning Commission - 6 PM
- 24-27 Christmas Holiday - CLOSED
- 31 New Year's Holiday - CLOSED

City Council Staff Report

Subject: Discussion of the new Land Use and Development Code
Author: Bryn MacDonald
Department: Community Development
Date: April 20, 2021

Background

The City has spent the last year working with a consultant to update the Zoning ordinance, and other related sections of the code. We now have a final draft that we are preparing to take through the approval process. This meeting will be to discuss the conditional use and subdivision sections of the code.

Analysis

Staff has identified several policy changes in the code revisions. These include changes in the following areas:

1. General Plan
2. Appeal Authority
3. Conditional Uses
4. Signs
5. Subdivisions

Staff would like to review these policies with the Council to ensure we are in agreement on the changes before we finalize the draft ordinance and bring it forward for adoption. We discussed the general plan, signs, and appeal authority during a previous meeting. This next discussion will be on the conditional use and subdivision sections of the code.

Recommendation

This item is on for discussion only. No action is required at this time. Staff would like feedback on the policy items in order to finalize the draft ordinance.

Attachments

None

City Council Staff Report

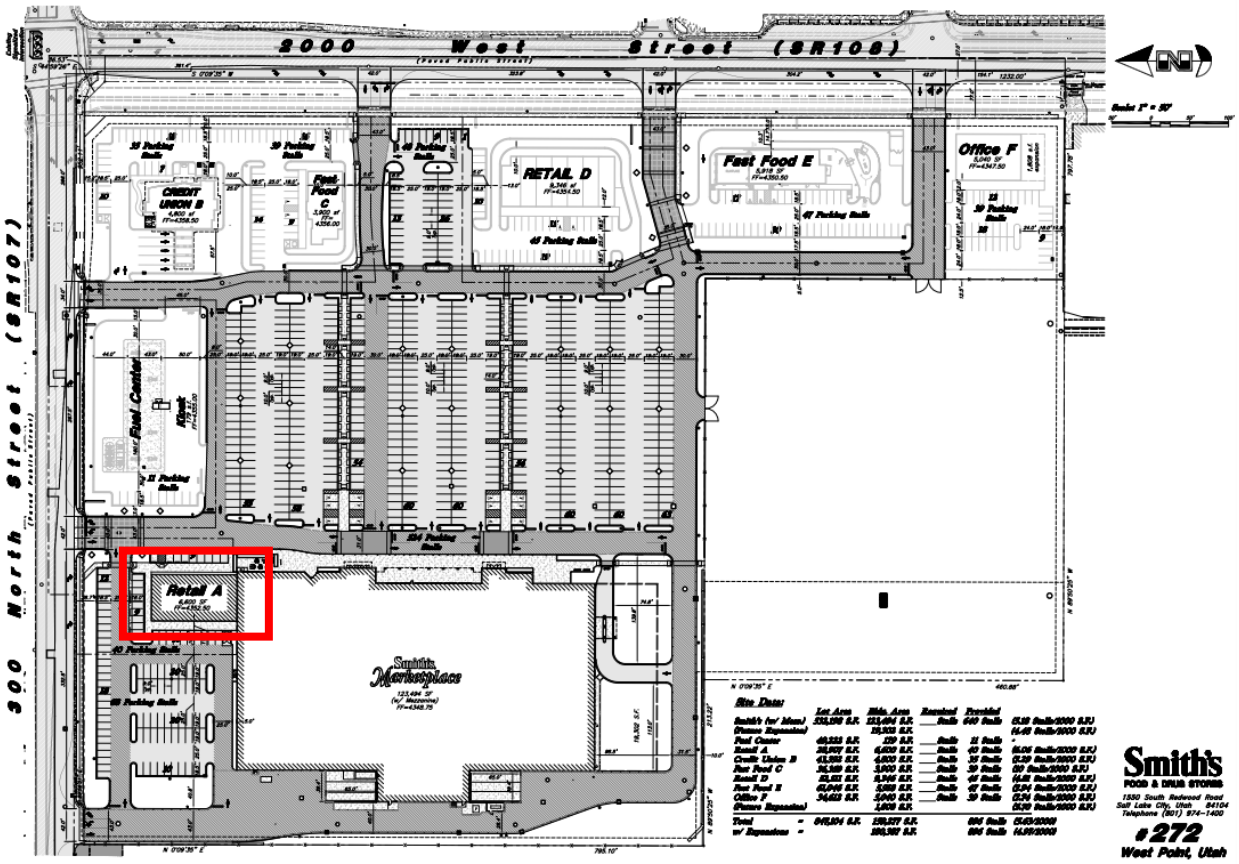
Subject: The Point – Site Plan Amendment
Author: Bryn MacDonald
Department: Community Development
Date: April 20, 2021

Background

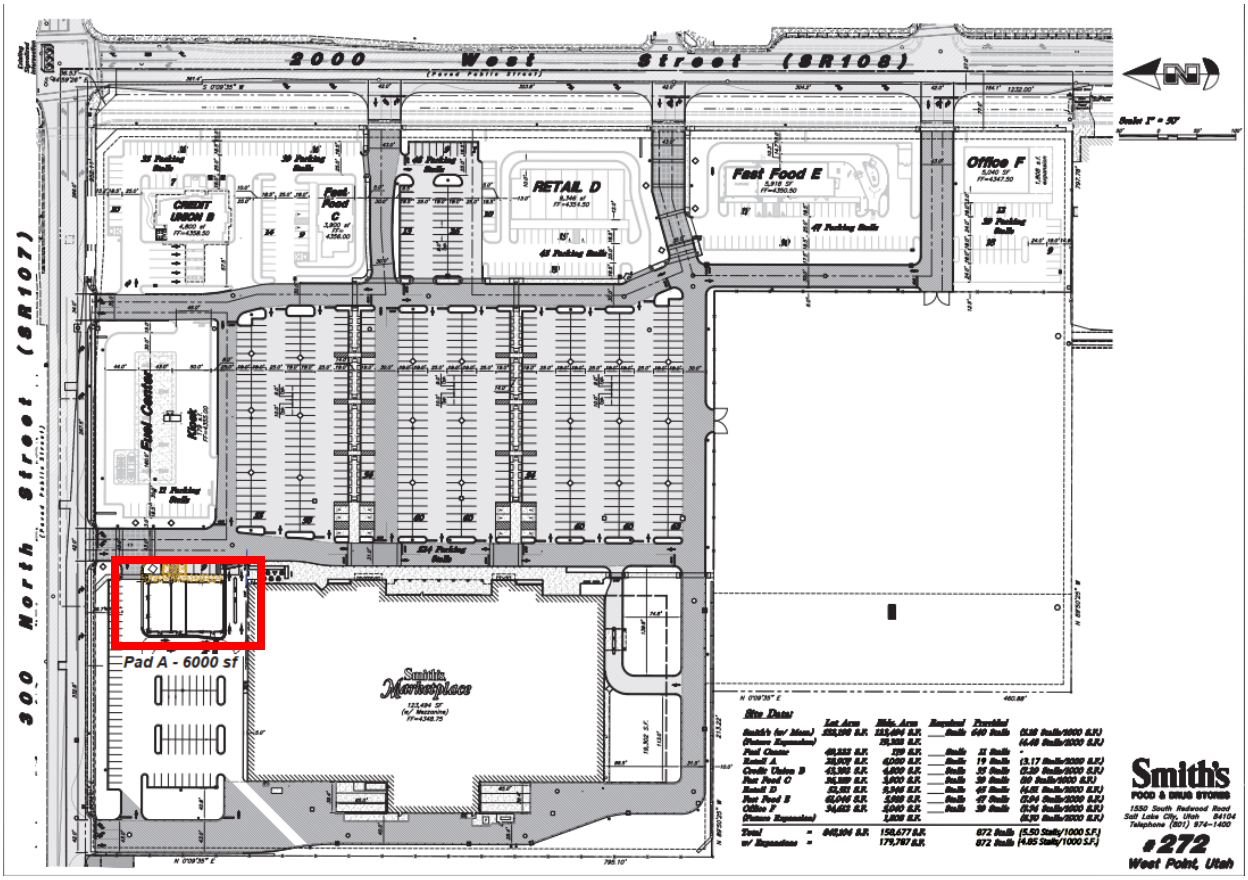
Wright Development is seeking a site plan amendment for The Point development located at approximately 300 North 2000 West. The applicant would like to amend the site plan to accommodate a modification to Pad A. The modification would include a detached unit, with a drive thru area between the new building and the Smith's Marketplace building, instead of an attached building as it was previously approved.

Analysis

The image below shows the proposed changes.



Old Site Plan



Proposed Site Plan

The revised site plan will allow a drive thru to be installed on the south side of the new building. Staff has worked with the applicant to address concerns with stacking in the drive-thru lane and the flow of traffic in the parking lot.

The Planning Commission was concerned that the north side of the existing Smith's building has a different colored elevation, where a future building was planned to be attached. With this revised site plan, the new building will now be separated and not attached to Smiths. The PC required that the elevation be repaired to match the rest of the building.

Recommendation

The Planning Commission recommended approval of the amended site plan for The Point development, with the condition that the north side of the Smith's building be fixed to match the rest of the elevation.

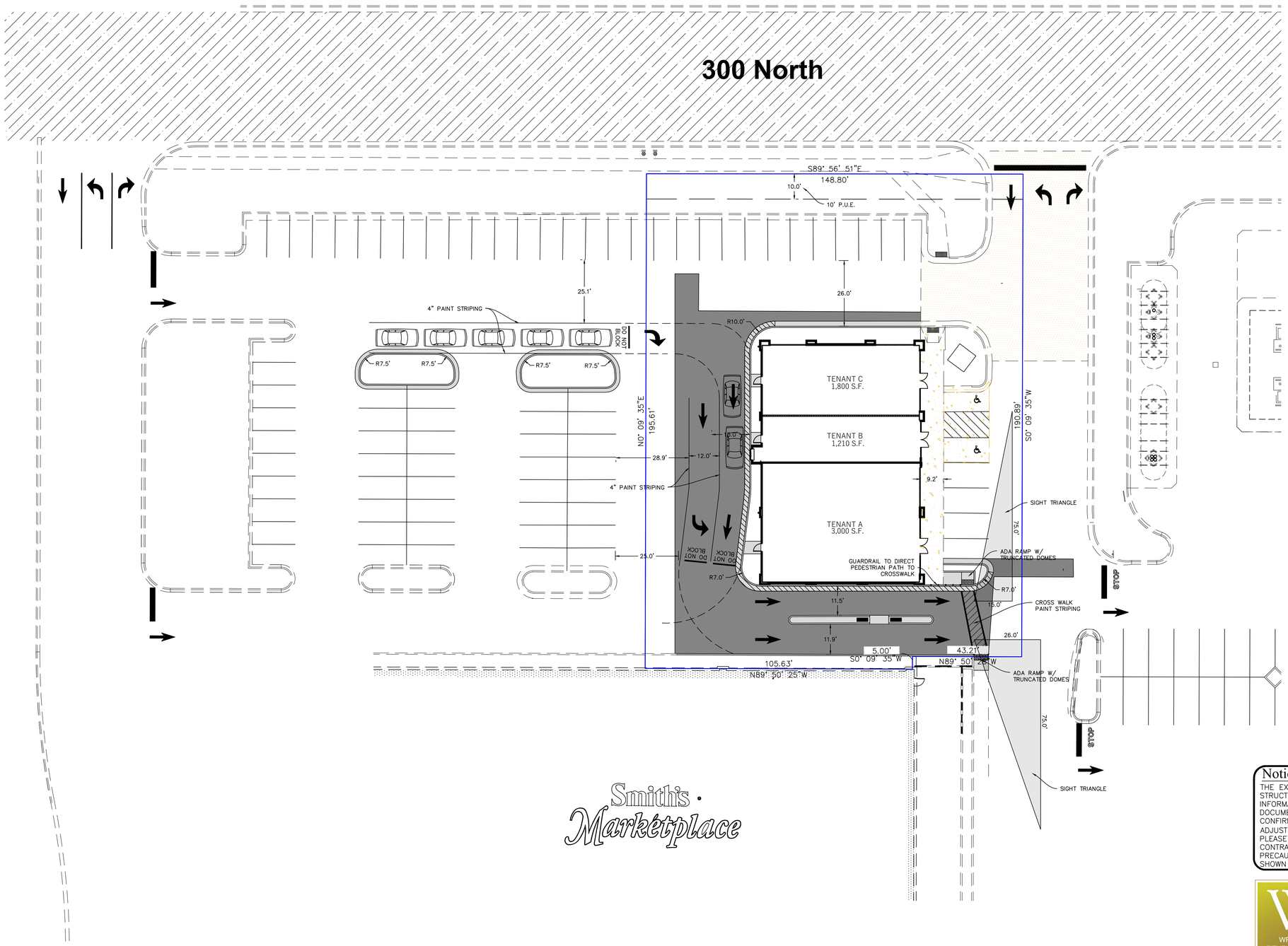
Significant Impacts

None

Attachments

Application

Plans



Site Information

SITE AREA:	0.66 ACRES	
BUILDING AREA:	6,010 SF	20.9%
– TENANT A	3,000 SF	
– TENANT B	1,210 SF	
– TENANT C	1,800 SF	
LANDSCAPE AREA:	4,274 SF	14.9%
HARD SURFACE:	18,465 SF	64.2%

N

20 0 20 40 60

Scale: 1" = 20'

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

Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

WRIGHT DEVELOPMENT GROUP

Developer Contact:

Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

West Point Pad A
279 North 2000 West
West Point, UT

Proposed Site Plan

Revisions	Date

ENGINEERS STAMP

PROFESSIONAL ENGINEER 10854988 THOMAS J. HUNT STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

SHEET 4 of 8 SHEETS

City Council Staff Report

Subject: Pad Approval – The Point Pad A
Author: Bryn MacDonald
Department: Community Development
Date: April 20, 2021

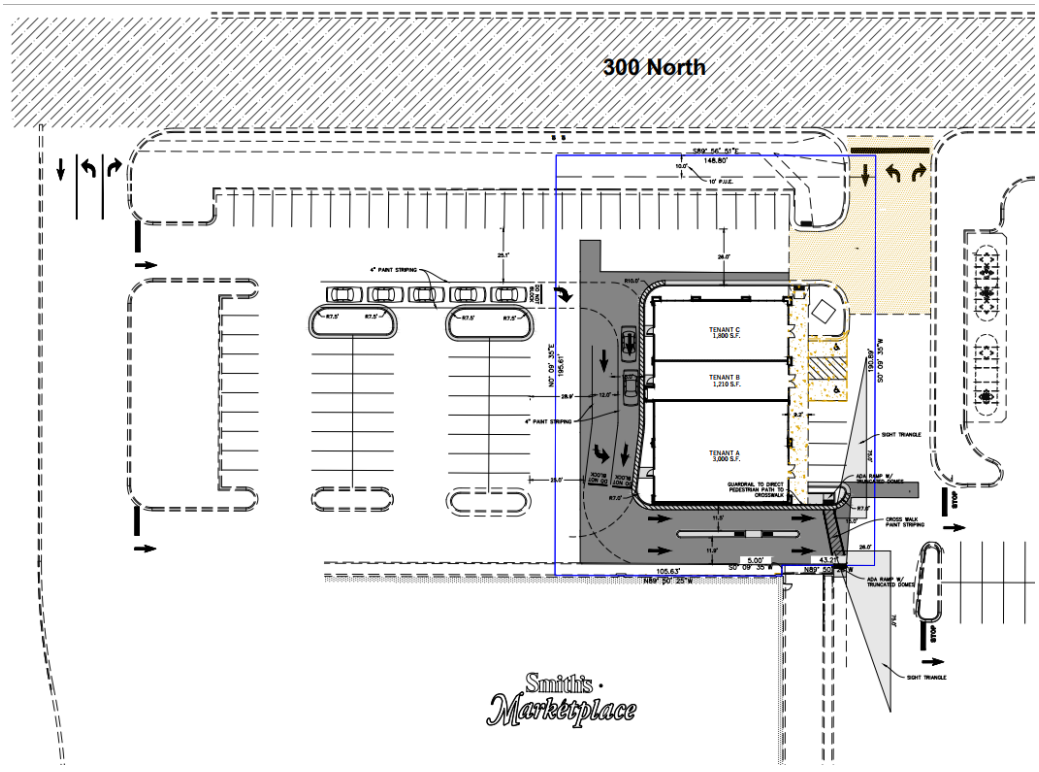
Background

Wright Development is seeking Pad Approval for Pad A located in The Point development. Pad A is located directly North of the Smith's Marketplace building (279 North 2000 West).

Analysis

The proposed building will consist of three tenant spaces, ranging from 1,200 to 3,000 square feet of floor area. It is anticipated that Tenant A will be a financial institution and will require a drive-thru, thus they are requesting separation from the main Smith's building. The applicant would also like to provide a drive-thru for Tenant B as shown on the plans. The building elevations will match the brick and design of the Smith's Building and other surrounding buildings.

Staff has reviewed the application and has submitted comments back to the applicant. One of the concerns expressed during review of the plans was traffic flow and queuing of vehicles in the drive-thru. The applicant has responded and addressed these concerns, by striping the parking lot to help direct the flow vehicles as seen below.



The building elevations meet all requirements set forth is the City Code. The Planning Commission wanted to ensure that the elevations would match the existing Smiths building, including colors and matching stone columns.

The Planning Commission was also concerned that the north side of the existing Smith's building has a different colored elevation, where this future building was planned to be attached. With the revised site plan, this building will now be separated and not attached to Smiths. The PC required that the Smiths elevation be repaired to match the rest of the building.

Recommendation

The Planning Commission recommended approval for Pad A in The Point development, with the condition that the color scheme of the elevations be congruent with the existing Smith's building and the north side of Smiths be repaired.

Significant Impacts

None

Attachments

Application

Plans

Project Narratives/Revision

1. 12/22/20 TH – SUBMITTAL FOR FIRST REVIEW.

West Point Pad A

CIVIL CONSTRUCTION SET

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH
DECEMBER, 2020

AGENCY CONTACTS:

PLANNING:
West Point City Planning Department
3200 W 300 N
West Point, UT 84015
Contact: Troy Moyes
Phone: (801) 776-0970

SEWER DISTRICT:
North Davis Sewer District
4252 W 2200 S
Syracuse, UT 84075
Contact: Steve Lamb
Phone: (801) 825-0712

POWER COMPANY:
Rocky Mountain Power
Customer Service Line
Phone: (801) 546-1235

TELEPHONE COMPANY:
Century Link
Customer Service Line
Phone: (801) 603-6000

FIRE DEPARTMENT:
North Davis Fire District
381 North 3150 West
West Point, UT 84015
Phone: (801) 525-2850

GAS SERVICE:
Dominion Energy
1140 West 200 South
Salt Lake City, UT 84104
Contact: Don Newman
Phone: (801) 323-5517

Vicinity Map
SCALE: 1" = 750'

N

DEVELOPER:

Wright Development Group
Spencer Wright
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

ARCHITECT:

JZW Architects
Gonzalo Calquin
849 W. Hill Field Rd. Ste 201
PH: (801) 801.936.1343

ENGINEERING:

Hunt Engineering
Thomas Hunt, PE
6619 Willow Creek Rd
Mountain Green, UT 80450
PH: (801) 664-4724

SURVEYOR:

Entellus
Jeremiah Cunningham, PLS
1470 South 600 West
Woods Cross, UT 84010
PH: (801) 298-2236

Sheet Index

Sheet 1 - Cover Sheet
Sheet 2 - Notes/Legend Sheet
Sheet 3 - Demolition Plan
Sheet 4 - Site Plan
Sheet 5 - Grading/Utility Plan
Sheet 6 - Civil Details
Sheet 7 - SWPPP Exhibit
Sheet 8 - SWPPP Details

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

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HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

West Point Pad A
279 North 2000 West
West Point, UT

Cover Sheet

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

SHEET 1 of 8 SHEETS

GENERAL NOTES

1.0 COMPLIANCE

1.1 ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.

1.2 ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLOWING:
- INTERNATIONAL BUILDING CODES (IBC)
- INTERNATIONAL PLUMBING CODES
- STATE DRINKING WATER REGULATIONS
- APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS
- ADA ACCESSIBILITY GUIDELINES.

1.3 ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

2.0 PERMITTING AND INSPECTIONS

2.1 PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

2.2 CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.

2.3 ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

3.0 COORDINATION AND VERIFICATION

3.1 ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.

3.2 CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.

3.3 CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:
- LANDSCAPE PLANS
- SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)
- FIRE PROTECTION
- ARCHITECTURAL SITE PLANS
- ACCESSIBLE ROUTES
- ETC.

3.4 CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

4.0 SAFETY AND PROTECTION

4.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.

4.2 CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.

4.3 CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OR WORKERS AND PUBLIC.

4.4 CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.

4.5 CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.

4.6 IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

4.7 CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.

4.8 CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.

4.9 CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.

4.10 CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.

4.11 WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

4.12 CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.

4.13 NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.

4.14 THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

5.0 MATERIALS

5.1 SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 + OR -1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:
- SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
- CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
- UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
- UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) MIN. SUBGRADE.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN."
- ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.

5.2 ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 6" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.
- ASPHALT COMPACTION SHALL BE A MINIMUM 96%.
- SURFACE COARSE SHALL BE 1/2" MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
- AC PAVEMENT TO BE A 1/4" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
- THICKNESS OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

6.0 GRADING & SOILS

6.1 SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.

6.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.

6.3 ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.

6.4 CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

6.5 SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.

6.6 ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

7.0 UTILITIES

7.1 THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.

7.2 CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES, NOT ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

7.3 CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.

7.4 CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD, PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSIMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.

7.5 CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.6 SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.

7.7 STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.

7.8 ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.

7.9 ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.

7.10 NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.

7.11 ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

8.0 SURVEY CONTROL

8.1 CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.

8.2 THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.

8.3 CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

9.0 AMERICAN DISABILITIES ACT

9.1 PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
- ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
- ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
- RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.

9.2 ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.

9.3 THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

10.0 EROSION CONTROL

10.1 THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

10.2 CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

10.3 WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT "OPEN" FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

10.4 THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

10.5 ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION.

11.0 MAINTENANCE

11.1 ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

11.2 THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

11.3 SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

11.4 SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

11.5 ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- TRACKING STRAW PERPENDICULAR TO SLOPES
- INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

LEGEND

PROPOSED IRRIGATION	PROPOSED LAND DRAIN
EX IRR EXISTING IRRIGATION	PROPOSED LAND DRAIN LATERAL
EX IRR EXISTING IRRIGATION REMOVE	EXISTING LAND DRAIN
BOUNDARY	EXISTING LAND DRAIN REMOVE
EASEMENT	PROPOSED BUILDING
EXISTING EASEMENT	EXISTING BUILDING
RED LINE	EXISTING BUILDING REMOVE
PROPOSED CURB & GUTTER	PROPOSED WATER
EXISTING CURB & GUTTER	PROPOSED WATER LATERAL
EXISTING CURB & GUTTER REMOVE	EX W EXISTING WATER
LOT	EXISTING WATER REMOVE
PROPOSED POWER	PROPOSED STORM DRAIN
EXISTING POWER	EXISTING STORM DRAIN
EXISTING POWER REMOVE	EXISTING STORM DRAIN REMOVE
SYD PROPOSED GAS	PROPOSED SECONDARY WATER
GAS EXISTING GAS	PROPOSED SECONDARY WATER LATERAL
GAS EXISTING GAS REMOVE	EXISTING SECONDARY WATER
SS PROPOSED SEWER	EXISTING SECONDARY WATER REMOVE
PROPOSED SEWER LATERAL	PROPOSED RETAINING WALL
EXISTING SEWER	SIGN
EXISTING SEWER REMOVE	BSW BACK OF SIDEWALK
PROPOSED FIRE HYDRANT	BOW BOTTOM OF WALL
EXISTING FIRE HYDRANT	BLDG BUILDING
PROPOSED MANHOLE	C&G CURB AND GUTTER
EXISTING MANHOLE	CB CATCH BASIN
C.O. EXISTING CLEAN OUT	C.F. CUBIC FOOT
PROPOSED VALVE	FFE FINISHED FLOOR ELEVATION
EXISTING VALVE	FG FINISHED GRADE
NEW WATER METER	FH FIRE HYDRANT
EXISTING WATER METER	FL FLOW LINE
PROPOSED CATCH BASIN	GB GRADE BREAK
EXISTING CATCH BASIN	INV INVERT
PLUG & BLOCK	L.F. LINEAR FOOT
PROPOSED STREET LIGHT	NG NATURAL GRADE
EXISTING STREET LIGHT	PP POWER POLE
R.O.W. RIGHT-OF-WAY	RIM RIM OF MANHOLE
TBC TOP BACK OF CURB	TOW TOP OF WALL
TOA TOP OF ASPHALT	WM WATER METER
TOC TOP OF CONCRETE	
TOI TOP OF PUMP ISLAND	
TSW TOP OF SIDEWALK	
EXISTING ASPHALT PAVEMENT	
EXISTING CONCRETE PAVEMENT	
PROPOSED ASPHALT PAVEMENT	
PROPOSED CONCRETE	

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West Point Pad A
279 North 2000 West
West Point, UT

Notes & Legend Sheet

Revisions	Date

ENGINEERS STAMP

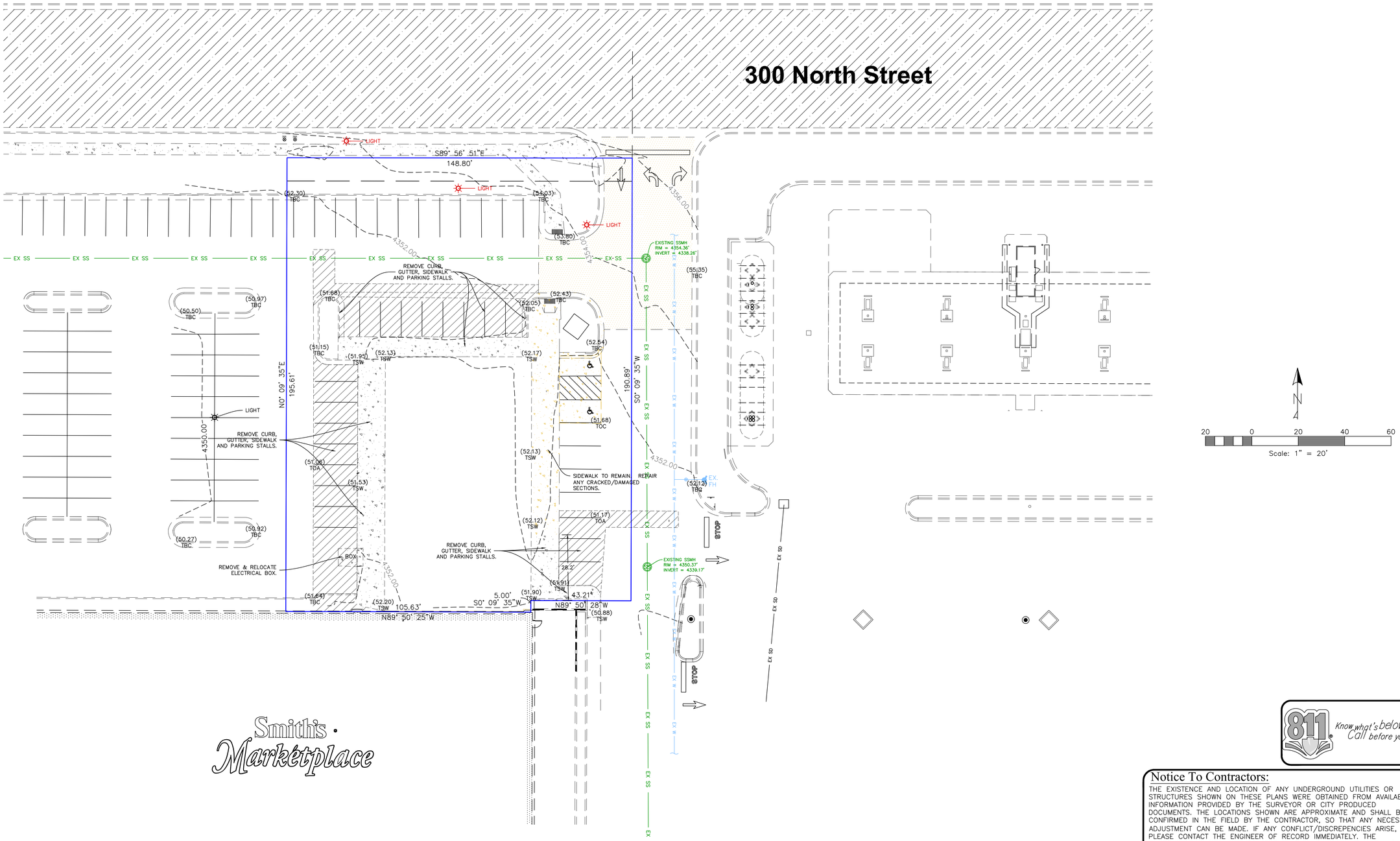
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

SHEET 2 of 8 SHEETS

DEMOLITION NOTES:
1. ALL DEMOLITION IS TO BE IN ACCORDANCE WITH STATE AND CITY STANDARDS.
2. CONTRACTOR TO CALL BLUE STAKES PRIOR TO ANY DEMOLITION.



Smith's Marketplace

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

Notice To Contractors:

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West Point Pad A
279 North 2000 West
West Point, UT

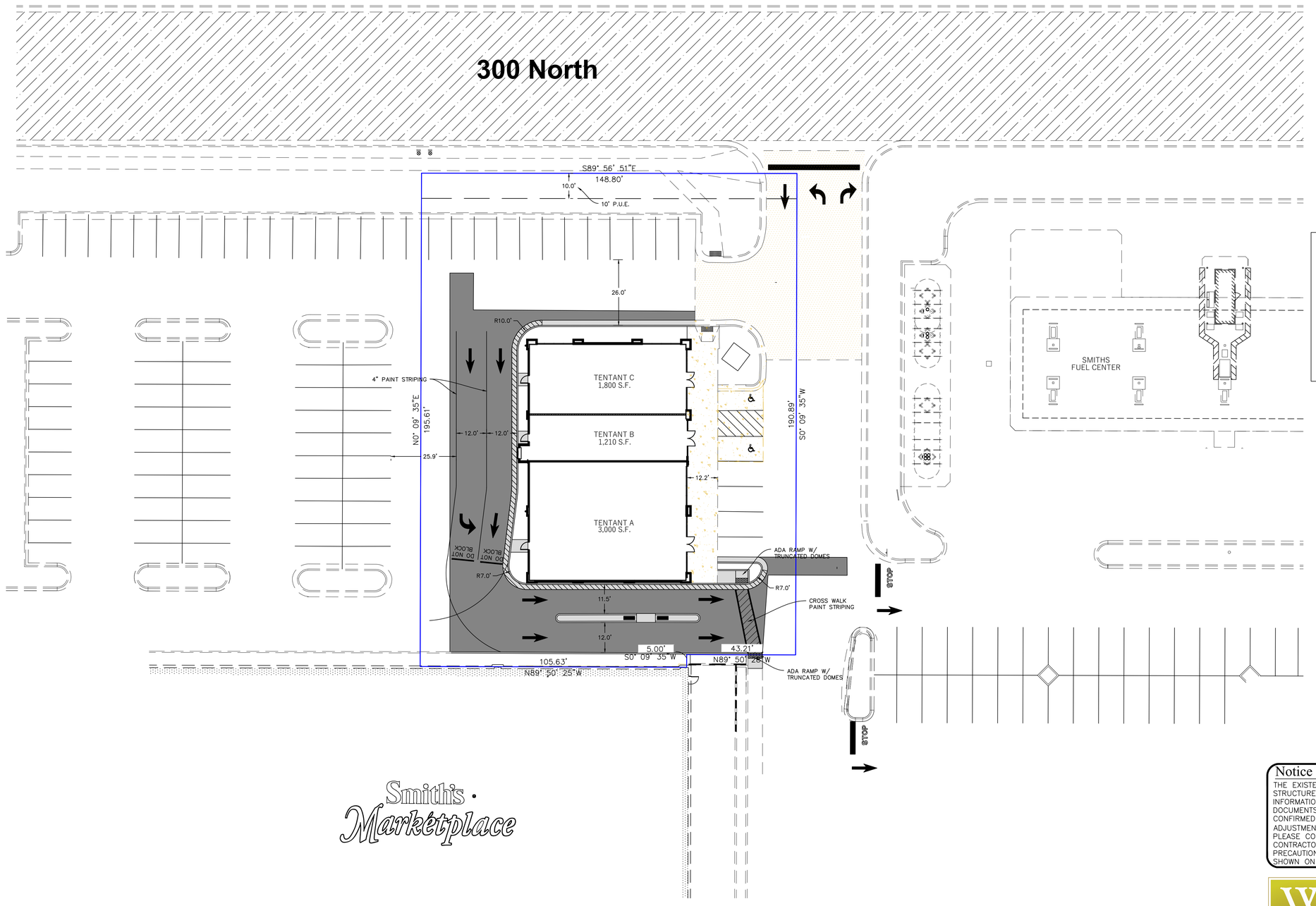
Demolition Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

SHEET 3 of 8 SHEETS



Smith's Marketplace

Site Information

SITE AREA:	0.66 ACRES	
BUILDING AREA:	6,010 SF	20.9%
– TENANT A	3,000 SF	
– TENANT B	1,210 SF	
– TENANT C	1,800 SF	
LANDSCAPE AREA:	4,274 SF	14.9%
HARD SURFACE:	18,465 SF	64.2%

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WRIGHT DEVELOPMENT GROUP

Developer Contact:

Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
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West Point Pad A
279 North 2000 West
West Point, UT

Proposed Site Plan

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
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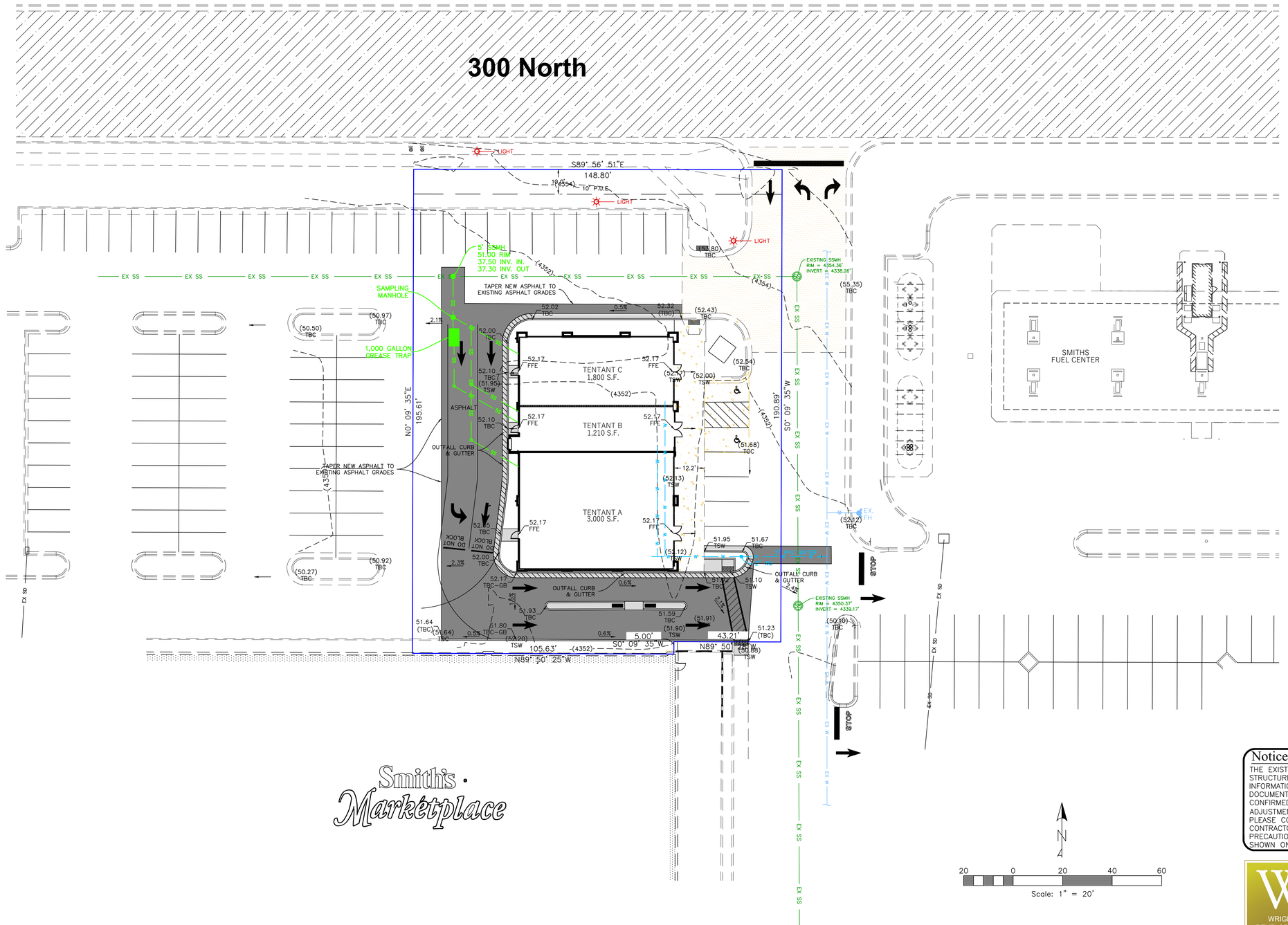
SHEET 4 of 8 SHEETS



NOTES:
1) ALL STORM DRAIN RUNOFF IS DIRECTED TO THE MASTER DEVELOPMENT DETENTION BASIN TO THE SOUTH OF THE SMITHS. THE EXISTING DETENTION BASIN HAS BEEN SIZED FOR THIS PROJECT.
2) ALL SEWER LATERALS SHALL BE 4" PVC SLOPED AT A 2.0% MINIMUM.

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West Point Pad A
279 North 2000 West
West Point, UT

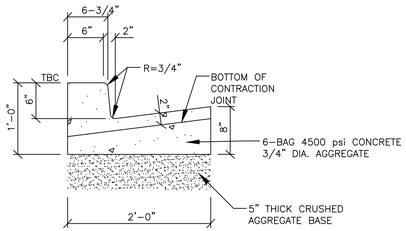
Grading & Utility Plan

Revisions	Date

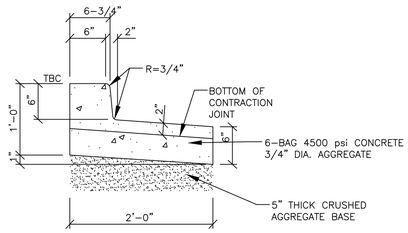
ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

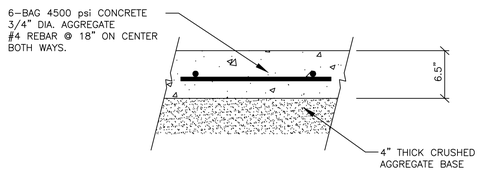
SHEET 5 of 8 SHEETS



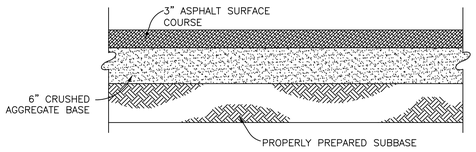
On-Site Curb & Gutter
SCALE: NONE



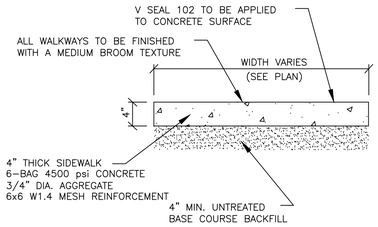
On-Site Outflow Curb & Gutter
SCALE: NONE



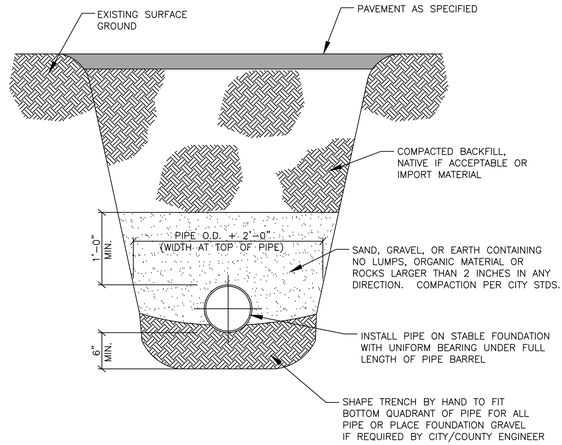
Trash Enclosure Concrete Pad
SCALE: NONE



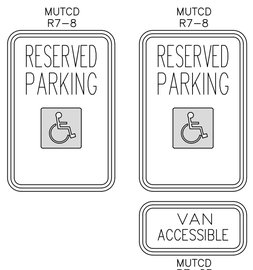
Typical On-Site Asphalt Paving
SCALE: NONE



Concrete Walkway
SCALE: NONE

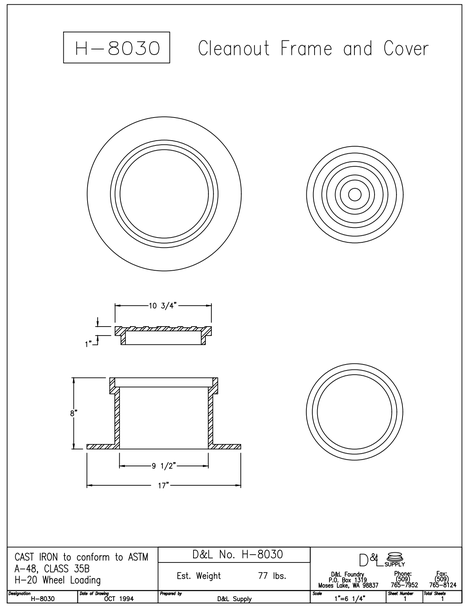


Typical On-Site Pipe Bed Section
SCALE: NONE



NOTES:
1) WHERE PARKING SPACES THAT ARE RESERVED FOR PERSONS WITH DISABILITIES ARE DESIGNATED TO ACCOMMODATE WHEELCHAIR VANS, A "VAN ACCESSIBLE" (R7-8P) PLAQUE SHALL BE MOUNTED BELOW THE R7-8 SIGN.
2) SIGNS SHALL BE MOUNTED A MINIMUM OF 60" FROM BOTTOM OF SIGN TO TOP OF SIDEWALK.
3) SIGNS TO MEET ALL STATE AND LOCAL REGULATIONS.

ADA Parking Signage



NOTICE TO CONTRACTOR:
ON ALL SECTIONS, REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT, GEOTECHNICAL REPORT PREPARED BY AGEC DATED OCTOBER 6, 2020. THIS REPORT IS TO GOVERN & CONTROL.

Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
579 West Applewood Dr.
Centerville, UT 84014
C. 801.664.4724
thomas.hunt@hunt-engineering.com

West Point Pad A
279 North 2000 West
West Point, UT

Civil Details

Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

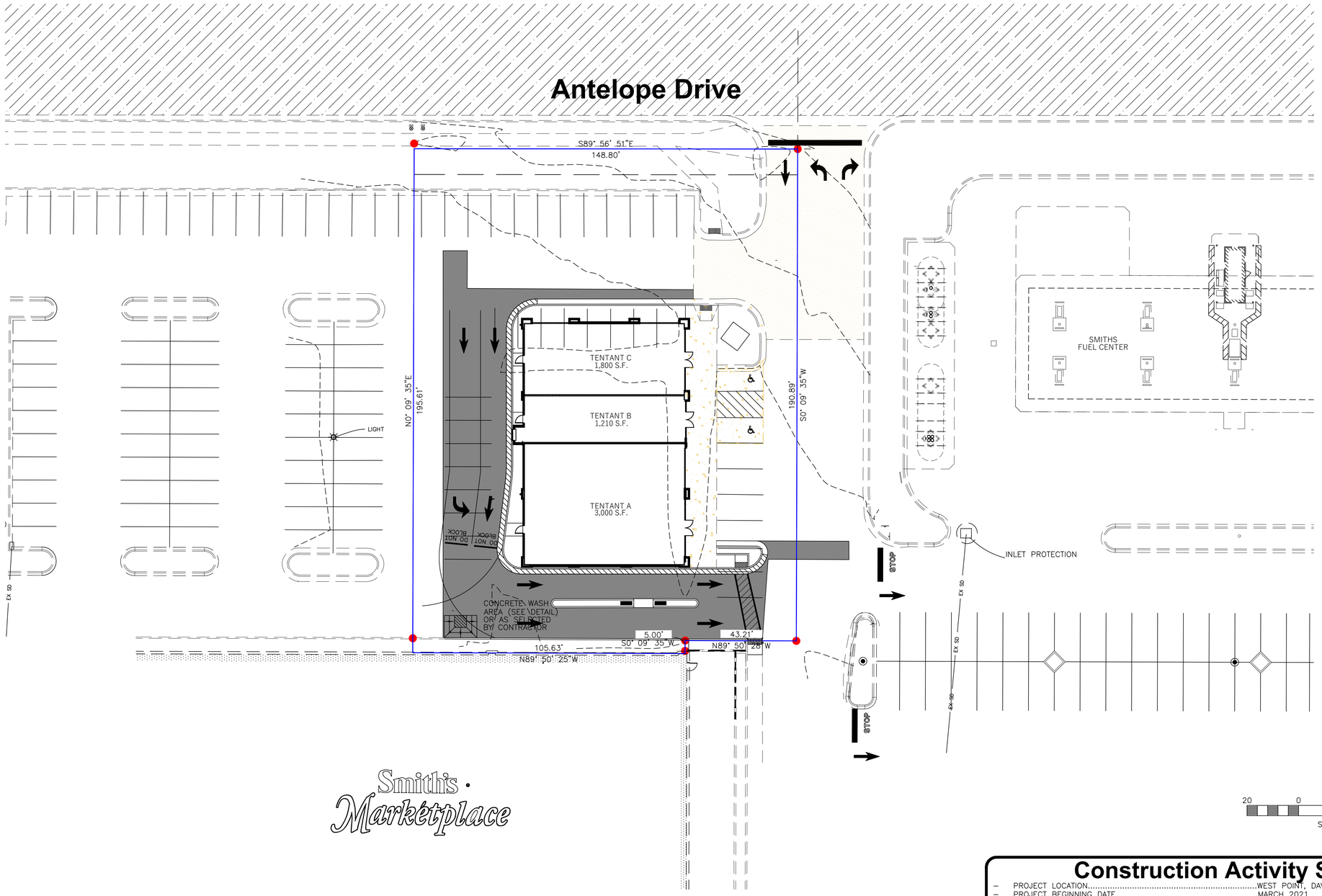
PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

SHEET 6 of 8 SHEETS

West Point Pad A

STORM WATER POLLUTION PREVENTION PLAN

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
WEST POINT CITY, DAVIS COUNTY, UTAH
DECEMBER, 2020



Smith's Marketplace

Construction Activity Schedule

- PROJECT LOCATION.....WEST POINT, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....MARCH 2021
- BMP'S DEPLOYMENT DATE.....MARCH 2021
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

West Point Pad A
279 North 2000 West
West Point, UT

SWPPP Exhibit

Revisions	Date

ENGINEERS STAMP

PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

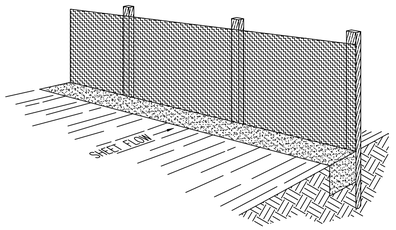
PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 12/22/2020
Name: West Point Pad A

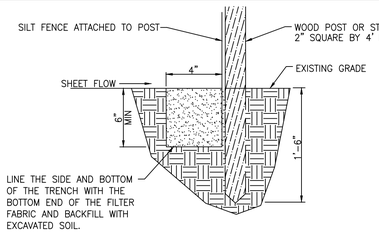
SHEET 7 of 8 SHEETS

Notes:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
2. THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO ANY ANTICIPATED STORM EVENT; OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
3. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFF SITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE PUBLIC STORM SEWER SYSTEM.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. EXCEPT AS PROVIDED IN (A), (B), AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
   (A)WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
   (B)WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE A TO BE INITIATED ON THAT PORTION OF THE SITE.
   (C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10-20 INCHES), AND AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
7. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE, EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED OR SEEDED PER PLAN.
9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORSEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE LOCAL JURISDICTION MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY NECESSARY CHANGES AND POSTING ANY UPDATES TO THE PLANS AND RECORDING CHANGES IN THE STORMWATER POLLUTION PLAN DOCUMENT.
10. THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION.
11. THE CONTRACTOR SHALL AMEND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WHENEVER:
   - THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;
   - INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVIING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES INDENTIFIED UNDER PART III.D.1 OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; AND
   - A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART III.B.2 OF THE PERMIT.
12. THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.
13. THE CONTRACTOR SHALL NOTE THAT FLUCTUATIONS OF THE GROUNDWATER TABLE MAY OCCUR DUE TO VARIOUS FACTORS NOT EVIDENT AT THE TIME OF PREPARATION OF THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMITS REQUIRED FOR THE PROJECT.
14. THE PROJECT SITE IN IN FLOOD ZONE "X" WHICH DENOTES AREAS OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
15. THERE ARE NO SURFACE WATER FEATURES LOCATED ON THIS SITE.
16. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA. EMPLOYEES BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. THE CONTRACTOR SHALL CONTAIN AND TREAT ALL LEAKS AND SPILLS FROM ANY EQUIPMENT OR FACILITIES.
17. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE. CONCRETE TRUCK WASHING SHALL BE DONE AT THE LOCATION SHOWN.
18. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
19. FUGITIVE DUST BLOWING FROM THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
20. NO RUBBISH, TRASH, GARBAGE, OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
21. ALL MEASURES PRESENTED IN THE SWPPP SHALL BE INITIATED AS SOON AS PRACTICABLE.
22. IF THE GRAVEL CONSTRUCTION ENTRANCES ARE NOT EFFECTIVE IN REMOVING THE MAJORITY OF DIRT OR MUD FROM THE TIRES OF THE CONSTRUCTION VEHICLES, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER THE PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
23. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
24. IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
25. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
27. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAIN CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
28. THE CONTRACTOR SHALL POST THESE PLANS AND THE SWPPP IN THE JOB TRAILER, LOG ALL CHANGES, AND UPDATE PLANS AND THE SWPPP AS REQUIRED.
29. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPS) AND CONFORM TO ALL CITY AND STATE REQUIREMENTS FOR EROSION CONTROL AND STORM WATER PROTECTION.
30. IN THE UNLIKELY EVENT THAT A PHASE DOES NOT IMPROVE ACCESS AND/OR AN ACCESS ROAD IS CONSTRUCTED, BEST MANAGEMENT PRACTICES SHALL BE APPLIED IN ANY TEMPORARY OR PERMANENT STRUCTURES OR ACCESS POINTS.
31. THE CONTRACTOR SHALL COMPLETE WEEKLY INSPECTION FORMS FOR THE CITY'S RECORDS, COVERING WEEKLY INSPECTIONS AND MAINTENANCE.
32. EXISTING PERIMETER FENCING TO ACT AS CONSTRUCTION FENCING. IF PERIMETER FENCING IS REMOVED, A CONSTRUCTION SHALL BE INSTALLED UNTIL A NEW FENCE OR WALL IS CONSTRUCTED.



Perspective View

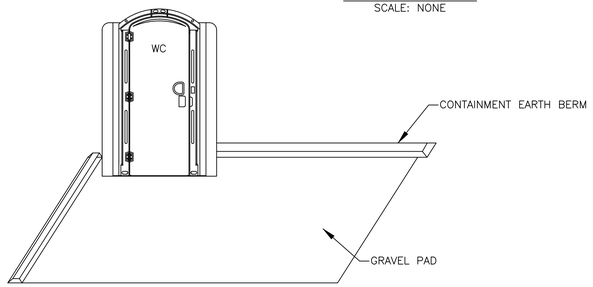


Section

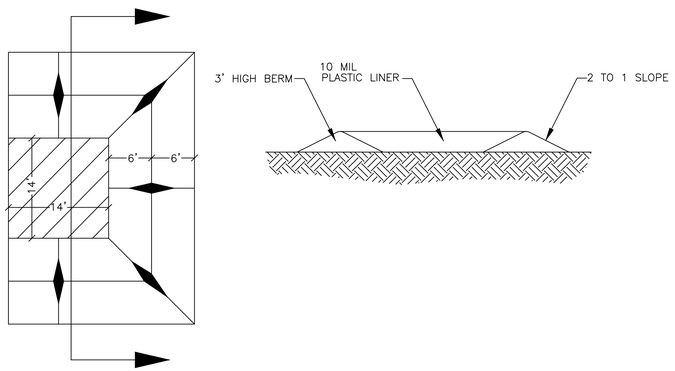
Silt Fence Notes:

1. WHERE POSSIBLE, LAYOUT THE SILT FENCE 5' TO 10' BEYOND THE TOE OF THE SLOPE.
2. ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
3. WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
4. AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6" OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
5. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
6. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
7. WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

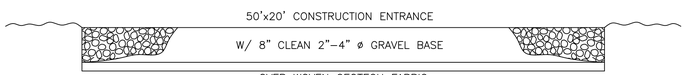
Silt Fence Detail
SCALE: NONE



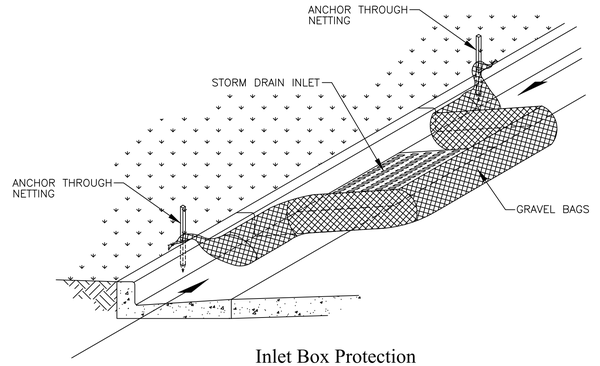
Portable Toilet
SCALE: NONE



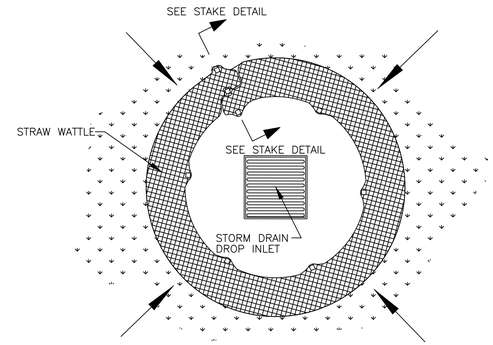
Concrete Washout Area
w/ 10 mil Plastic Liner
SCALE: NONE



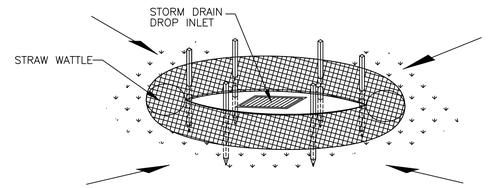
Cross Section 50' x 20' Construction Entrance



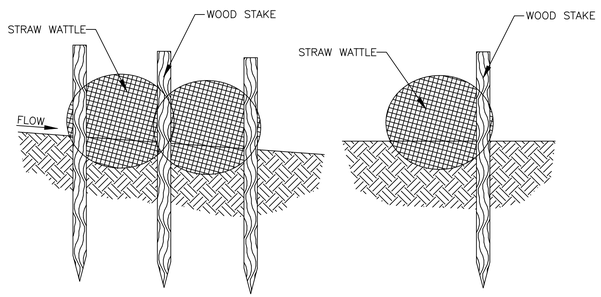
Inlet Box Protection



Plan View



Drop Inlet Protection



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SWPPP Details

Revisions	Date

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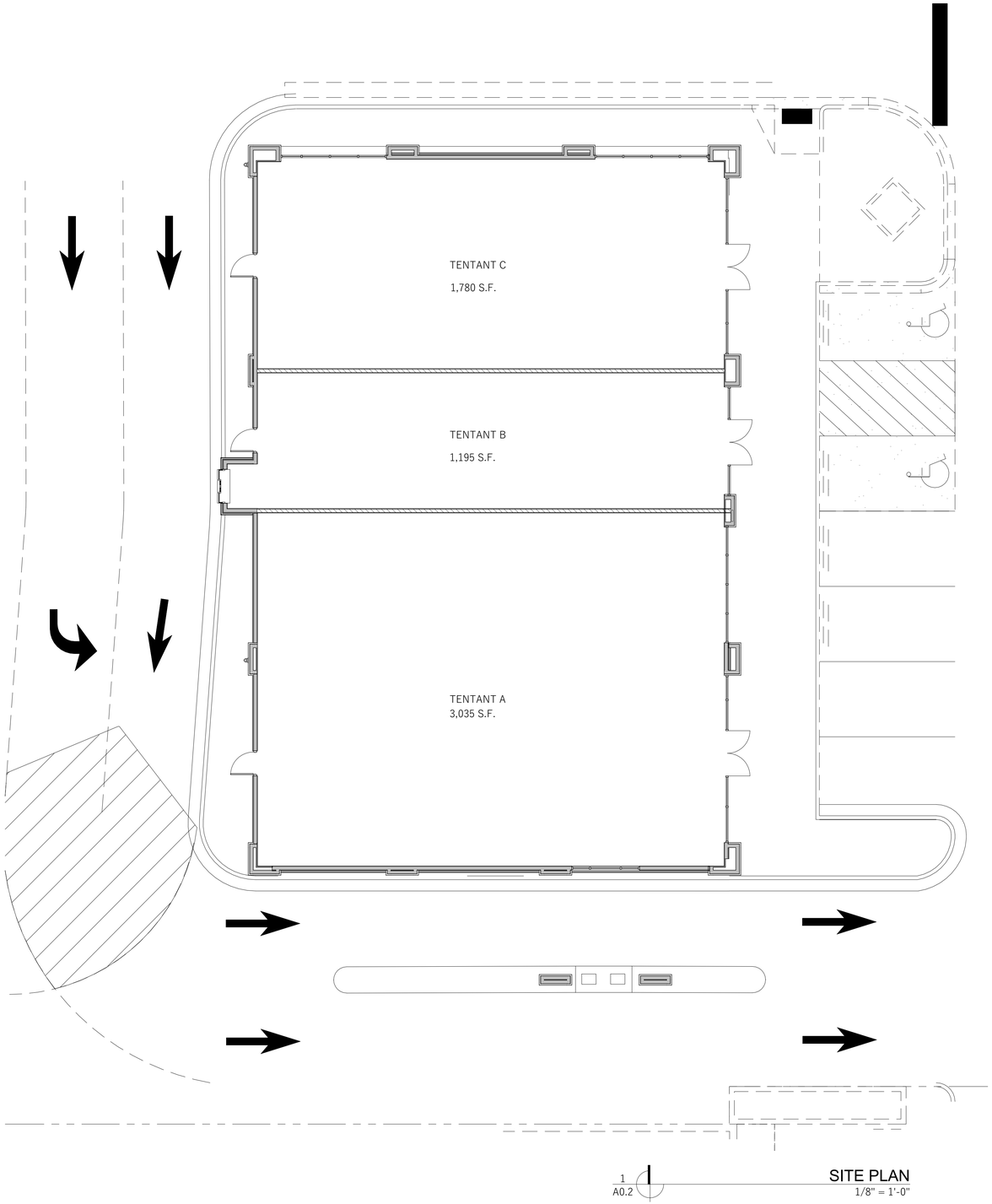
SHEET 8 of 8 SHEETS



1 A0.2 SITE PLAN
1/8" = 1'-0"

A0.2
SITE PLAN
THE POINT PAD A
NOVEMBER 10, 2020

JZW ARCHITECTS

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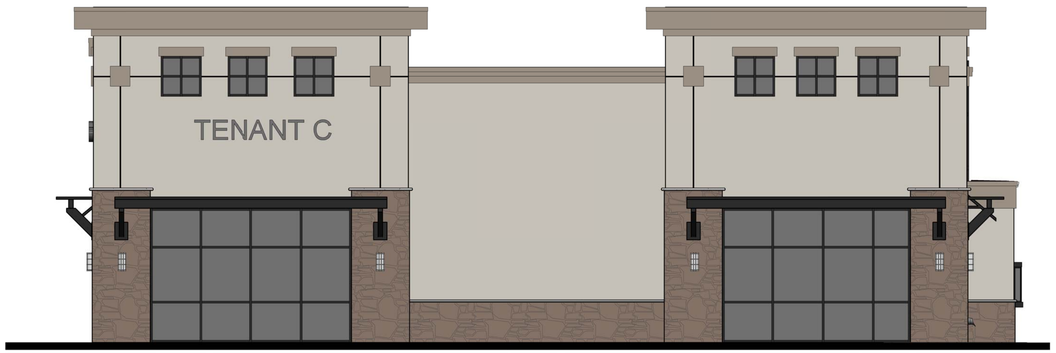
135 E. CENTER STREET, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343



2 A2.1 RIGHT ELEVATION
3/16" = 1'-0"

1 A2.1 FRONT ELEVATION
3/16" = 1'-0"

A2.1
ELEVATIONS
THE POINT PAD A
NOVEMBER 10, 2020

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2
A2.2

LEFT ELEVATION
3/16" = 1'-0"

1
A2.2

BACK ELEVATION
3/16" = 1'-0"

A2.2

ELEVATIONS

THE POINT PAD A

NOVEMBER 10, 2020

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1
A2.5 PERSPECTIVE

A2.5
PERSPECTIVE
THE POINT PAD A
NOVEMBER 10, 2020

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City Council Staff Report

Subject: Boundary Line Agreement
Author: Boyd Davis
Department: Engineering
Date: April 20, 2021

Background

As the City Staff has been reviewing the future plans for the Bingham Park, it has come to our attention that there is a discrepancy in the south property line between the park and the neighbor. To resolve the issue a boundary line agreement should be made between the two owners.

Analysis

There is a fence along the south boundary of the park that has always been considered the property line, however, the legal descriptions on the deeds for the properties show it farther to the south.

The attached survey drawing shows the location of the fence and the deed line. The drawing shows the proposed property line will follow the fence going east along the park and then angle slightly to the south to a point on the corner of 550 N and 4500 W. It angles to the south because there is an irrigation headgate on that corner and the neighbor said that is not on his property, although it is on his side of the fence. He said that he knew that when he put up his fence and always agreed that his fence was not the property line in that location.

The attached boundary line agreement states that both owners agree to the new property line as described on the record of survey drawing. If approved and executed, the agreement will be recorded on both properties and will officially become the property line.

Recommendation

Staff recommends approval of Resolution 04-20-2021A, which will approve the agreement and authorize the Mayor to sign and execute the document.

Significant Impacts

The difference between the original park deed and the new boundary is about 0.17 acres.

Attachments

Resolution 04-20-2021A
Boundary Line Agreement
Record of Survey Drawing

RESOLUTION NO. 04-20-2021A

A RESOLUTION ACCEPTING A BOUNDARY LINE AGREEMENT BETWEEN WEST POINT CITY AND PENNY R. KAPP

WHEREAS, WEST POINT CITY is the owner of real property identified as Davis County Parcel ID 140430047; and

WHEREAS, PENNY R. KAPP, TRUSTEE is the owner of real property identified as Davis County Parcel 140430088; and

WHEREAS, the two properties are adjacent to each other and have an existing fence separating the two; and

WHEREAS, the Owners are desirous to make the fence the property line; and

WHEREAS, a survey of the property has been done and a Boundary Line Agreement document has been prepared; and

WHEREAS, the West Point City Council has reviewed said Boundary Line Agreement and finds it acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

1. West Point City hereby accepts the Boundary Line Agreement.
2. The Mayor is hereby authorized to sign said Boundary Line Agreement.

PASSED AND ADOPTED this 20th day of April, 2021.

WEST POINT CITY,
A Municipal Corporation

By:_____
Erik Craythorne, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

WHEN RECORDED PLEASE
SEND TO:

West Point City
3016 West 300 North
West Point, UT 84015

And

Gary Kapp
547 North 4500 West
West Point, UT 84015

BOUNDARY LINE AGREEMENT

This "Boundary Line Agreement" is entered into between and among,

West Point City Parcels 140430047

and

Penny R Kapp, Trustee of the Penny R Kapp Revocable Trust Dated the 25th Day of August 1994,

Parcels 140430086, 140430088

Adjacent property owners in West Point City, Davis County, State of Utah.

In consideration of the mutual promises, covenants, and conditions contained herein the parties hereto agree as follows:

1. There currently exists an occupation and fence line separating the real property utilized by the foregoing property owners, which does not coincide with the recorded deed line of the parties and which said fence line is described as follows:

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER AND AN EXISTING FENCE LINE BEING LOCATED SOUTH 00°26'36" WEST 1385.61 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 86°43'16" WEST 296.98 FEET; (2) SOUTH 89°41'50" WEST 270.49 FEET; (3) SOUTH 89°40'44" WEST 737.41 FEET TO THE POINT OF TERMINATION.

West Point City Parcels 140430047

Record Parcel Description: BEG 296.0 FT W OF THE NE COR OF THE SE 1/4 OF THE SW 1/4 OF SEC 31-T5N-R2W, SLM & RUN TH SE'LY ALG THE ARC OF A 64 FT RAD CURVE TO THE LEFT 100.53 FT; TH W 1067.2 FT M/L TO SE COR OF LOT 13, BINGHAM ESTATES PHASE 5, SUBD; TH N 385.7 FT M/L TO THE SW COR OF LOT 1, BINGHAM ESTATES PHASE 7 SUBD; TH ALG THE S LINE OF SD SUBD 998.19 FT M/L TO THE W LINE OF 4550 W STR; TH S 319.2 FT M/L TO POB. CONT. 8.80 ACRES.

Penny R Kapp, Trustee of the Penny R Kapp Revocable Trust Dated the 25th Day of August 1994,

Parcels 140430086, 140430088

A PART OF THE SE 1/4 OF THE SW 1/4 OF SEC 31-T5N-R2W, SLB&M. BEG PT ON THE E LINE OF THE SW 1/4 OF SEC 31, BEING S 00°06'06" W 1534.61 FT ALG SD E LINE OF THE SW 1/4 FR THE CENTER OF SD SEC 31-T5N-R2W, SLB&M; TH THE FOLLOWING COURSES: N 89°50'29" W 15.53 FT TO THE W R/W LINE OF UTAH STATE ROUTE 110; TH N 00°09'31" E 2.81 FT ALG THE SD W R/W LINE OF UTAH STATE ROUTE 110 TO A FENCE LINE; TH N 89°46'02" W 806.77 FT ALG SD FENCE LINE &

ITS EXTENSION; TH S 00°09'31" W 114.51 FT PARALLEL TO THE SD W R/W LINE OF STATE ROUTE 110 TO A FENCE LINE; TH S 89°51'08" W 477.80 FT ALG SD FENCE LINE TO A FENCE LINE; TH N 00°49'20" W 262.25 FT ALG SD FENCE LINE TO THE EXTENSION OF THE SOUTHERNMOST R/W LINE OF 550 NORTH STR; TH S 89°50'29" E 1304.43 FT ALG THE SOUTHERNMOST R/W LINE OF 550 NORTH STR & ITS EXTENSIONS TO THE SD E LINE OF THE SW 1/4 OF SEC 31; TH S 00°06'06" W 149.00 FT ALG SD E LINE OF THE SW 1/4 OF SEC 31 TO THE POB. LESS & EXCEPTING AND PORTION OF SD PPTY LYING WITHIN THE ROAD. CONT. 5.573 ACRES

And

A PART OF THE SE 1/4 OF THE SW 1/4 OF SEC 31-T5N-R2W, SLB&M. BEG PT ON FENCE LINE, SD PT BEING S 00°06'06" W 1640.91 FT ALG THE E LINE OF THE SW 1/4 & W 15.63 FT & S 89°51'08" W 198.34 FT FR THE CENTER OF SD SEC 31-T5N-R2W, SLB&M; TH THE FOLLOWING COURSES: S 89°51'08" W 608.44 FT ALG SD FENCE LINE; TH N 00°09'31" E 114.51 FT PARALLEL TO THE SD W R/W LINE OF STATE ROUTE 110 TO AN EXTENSION OF A FENCE LINE; TH S 89°46'02" E 608.43 FT ALG SD EXTENSION OF A FENCE LINE; TH S 00°09'31" W 110.47 FT PARALLEL TO THE SD W R/W LINE OF STATE ROUTE 110 TO THE POB. CONT. 1.571 ACRES

1. It is the intent of the parties that the foregoing described line shall supersede all recorded deed descriptions and shall henceforth be the agreed to recorded deed line of the parties affecting their respective adjoining properties.
2. The parties agree that this boundary line agreement shall be recorded with the Davis County Recorder as evidence of their agreement, as set forth above.
3. The parties agree to execute any other documents which may be necessary to effectuate the foregoing.
4. See Boundary Adjustment Plat by Gardner Engineering

Continued on next page

By:
West Point City

Date:_____ _____.
Mayor, West Point City

Date:_____ _____.
Attest, City Recorder

STATE OF UTAH)
§
COUNTY OF Davis)

On this_____day of_____2021, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Mayor of West Point City, and that said document was signed by him/her in behalf of said West Point City by Authority of its Bylaws, and said _____ acknowledged to me that said West Point City executed the same.

_____
STAMP NOTARY PUBLIC

By:
Penny R Kapp, Trustee of the Penny R Kapp Revocable Trust Dated the 25th Day of August 1994:

Date:_____ _____.
Penny R Kapp, Trustee

Date:_____ _____.
Gary M. Kapp, Trustee

STATE OF UTAH)
§
COUNTY OF WEBER)

On this_____day of_____2021, personally appeared before me Penny R Kapp and Gary M. Kapp, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Trustees of the Penny R Kapp, Trustee of the Penny R Kapp Revocable Trust Dated the 25th Day of August 1994, and that said document was signed by him/her in behalf of said trust by Authority of its Bylaws, and said Penny R Kapp and Gary M Kapp acknowledged to me that said trust executed the same.

_____
STAMP NOTARY PUBLIC

City Council Staff Report

Subject: Payback Agreement – Sun View Subdivision
Author: Boyd Davis
Department: Engineering
Date: April 20, 2021

Background

The developer of the Sun View Estates Subdivision is requesting a payback agreement for the lift station and sewer line that he will be installing. Both are intended to serve surrounding properties that will benefit from the work that he is doing. The City Code does allow for a payback, subject to City Council approval. This case does seem to qualify for a payback agreement.

Analysis

The attached map shows the proposed location of the lift station, the pressure line, and a 10" sewer line. Additionally, the map shows an area shaded in blue that indicates the service area of the lift station. The area shaded in green, plus the area in blue, indicates the area that will be served by the 10" sewer line. That line will be 15' deep in order to serve as much property as possible and will eventually flow to the regional lift station that will be farther north. While the pipe is being built to serve both areas, the lift station is intended to be temporary and is sized to serve only the blue area.

The code allows a developer to request a payback and requires that the City review and approve all costs associated with the payback. The City will prepare the agreement and determine which properties will be included. If approved, other properties will not be allowed to be developed until they pay their portion as outlined in the agreement.

The total cost of the lift station and the 10" pipe, based upon actual bids, is $215,354. The agreement has been written to distribute the cost of the lift station based upon the number of lots connecting to the lift station. The cost of the pipe will be distributed based upon the acreage of land that will be developed in the future that will benefit from the sewer line. The majority of the cost is for the lift station and will be distributed amongst two developments: Sunview Estates and Westlake Estates. Each will be responsible for $147,557 and $67,797 respectively.

Recommendation

Staff recommends approval of Resolution 04-20-2021B accepting the payback agreement.

Significant Impacts

None

Attachments

Resolution 04-20-2021B
Payback Agreement

RESOLUTION NO. 04-20-2021B

A RESOLUTION REQUIRING NEW DEVELOPMENT TO PAY FOR IMPROVEMENTS INSTALLED PREVIOUSLY BY THE DEVELOPERS OF THE SUNVIEW ESTATES SUBDIVISION.

WHEREAS, Sunview Estates, LLC (hereinafter referred to as the "Developer") has or will install sewer lift station and sewer pipe utility improvements as part of the Sunview Estates Subdivision; and

WHEREAS, consistent with the City's policy and Section 16.05.100 of the West Point Municipal Code, the City has determined that new development should pay its proportional share of the costs of the improvements that will specifically benefit development activity within the City; and

WHEREAS, the City has calculated the costs of those improvements, based on the methods outlined in said section 16.05.100 and desires to impose, by resolution, those costs on future development; and

WHEREAS, the City Council of West Point City deems it to be in the best interest of the citizens of West Point City, to pass this resolution, requiring that those costs attributable to new development, be properly assessed to new development.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

1. The payback for improvements agreement, identified as Attachment "A" to this resolution, which is attached hereto and incorporated by this reference, is hereby approved.
2. That the owners of those properties, identified in Attachment "A" that have been benefited by the installation of the improvements, be assessed their proportional share of the costs of said improvements as provided in Attachment "A" to this resolution.
3. That, pursuant to Section 16.05.100 of the West Point Municipal Code, the payment of these costs become a condition precedent to any development approval or permit requested or applied for.

4. That a copy of this resolution be recorded upon each parcel of property identified in Attachment "A", to be assessed their proportional share of the costs of the improvements, only when development occurs on the property, as identified in Attachment "A", which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 20th Day of April, 2021.

WEST POINT CITY,
A Municipal Corporation

By:_____
Erik R. Craythorne, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

ATTACHMENT A

WEST POINT CITY PAYBACK FOR IMPROVEMENTS AGREEMENT

This agreement made and entered into this _____ day of _____20__, by and between West Point City, a municipal corporation of the State of Utah, hereafter referred to as "City" and Sunview Estates, LLC, hereafter referred to as "Developer."

WITNESSETH

WHEREAS, the Developer has agreed to contribute funds and/or resources necessary to construct infrastructure of a type and in a location specified by EXHIBIT A attached to and made part of this agreement; and

WHEREAS, the City's engineer has determined said contribution to value Two Hundred Fifteen Thousand Three Hundred Fifty Four dollars ($215,354) at the time of the signing of this agreement; and

WHEREAS, the City has determined that said contribution represents an investment on the part of the Developer in excess of that which the City would, under normal circumstances, require of the Developer; and

WHEREAS, the City has determined that future developers shall benefit from the Developer's willingness to install this infrastructure at the Developer's own expense and that the costs relative to such infrastructure should inevitably and ultimately be born by those developers who will benefit from this infrastructure as specified by EXHIBIT A attached to and made part of this agreement; and

WHEREAS, the City Council did, on March 17, 2009 pass Ordinance 03-17-2009 amending West Point Revised Code 16.05.100, including a provision which empowers the City to negotiate with developers their participation in infrastructure development and collect from future developers the rightful share of the costs associated with said infrastructure development;

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING STIPULATIONS

SECTION ONE: INSTALLATION OF INFRASTRUCTURE

The developer agrees to install in a timetable agreeable to the City and the Developer, infrastructure as described in EXHIBIT A.

SECTION TWO: ASSESSMENT OF INFRASTRUCTURE VALUE

Notwithstanding the developer's costs associated with the installation of infrastructure as described in this agreement, and in accordance with WRC 16.05.100, the City's engineer shall determine the amount due, in accordance with the methodology set forth in WRC 16.05.100, at times and in circumstances when future developments as specified in EXHIBIT B impacts or will likely utilize the infrastructure described in EXHIBIT A.

That infrastructure assessment will constitute the amount to which the Developer is entitled.

SECTION THREE: COLLECTION AND DISBURSEMENT

The City shall not allow development of property impacting the infrastructure described in EXHIBIT A until the developer of such property, as specified in EXHIBIT B, pays to the City in full obligation for infrastructure costs associated with that developer's impact on the infrastructure, as determined by the City's engineer.

Upon payment of costs set-fourth in this section, the City shall immediately reimburse to the Developer those funds collected. The City shall not be responsible for the reimbursement of any funds not collected.

SECTION FOUR: TERM OF AGREEMENT

In the event that after (20) years from the date of this agreement the costs associated with the installation of the infrastructure described in this agreement have not been collected, the Developer shall have no right nor shall the City have any obligation regarding the collection and/or disbursement of associated funds, and both parties shall be discharged from the obligation stipulated herein.

West Point City

_____
Mayor

Developer

_____
Company Name

_____
By

_____
Title

ATTEST:

_____
West Point City Recorder

Address for Giving Notices

_____

_____

_____

Legal Descriptions

Parcel ID: 141160025

Legal Description:

THE E 1/2 OF THE S 1/2 OF THE NE 1/4 OF NE 1/4 SEC 36-T5N-R3W, SLBM. CONT. 10.00 ACRES LESS & EXCEPT THAT PORTION LYING WITHIN THE BOUNDS OF SUNVIEW ESTATES PRUD PHASE 1. CONT. 1.65 ACRES TOTAL ACREAGE 8.35 ACRES

Parcel ID: 141160005

Legal Description:

THE W 1/2 OF THE S 1/2 OF THE NE 1/4 OF NE 1/4 SEC 36-T5N-R3W, SLB&M. CONT. 10.00 ACRES

Parcel ID: 141160027

Legal Description:

THAT PPTY LYING EAST OF H.W.I.D. LINE WITHIN THE FOLLOWING DESC PPTY: THE N 1/2 OF THE N 1/2 OF SE 1/4 OF NE 1/4 SEC 36-T5N-R3W, SLB&M. CONT. 5.00 ACRES LESS & EXCEPT THAT PORTION LYING WITHIN WESTLAKE ESTATES PHASE 1. CONT. 3.23 ACRES TOTAL ACREAGE 1.77 ACRES (SPLIT FOR TAXING PURPOSES)

Parcel ID: 141160026

Legal Description:

THAT PPTY LYING EAST OF H.W.I.D. LINE WITHIN THE FOLLOWING DESC PPTY: THE S 1/2 OF N 1/2 OF THE SE 1/4 OF THE NE 1/4 SEC 36-T5N-R3W, SLB&M. CONT. 5.00 ACRES LESS & EXCEPT THAT PORTION LYING WITHIN WESTLAKE ESTATES PHASE 1. CONT. 3.29 ACRES TOTAL ACREAGE 1.71 ACRES (SPLIT FOR TAXING PURPOSES)

Parcel ID: 141160023

Legal Description:

THAT PPTY LYING WEST OF H.W.I.D. LINE WITHIN THE FOLLOWING DESC PPTY: THE N 1/2 OF THE N 1/2 OF SE 1/4 OF NE 1/4 SEC 36-T5N-R3W, SLB&M. CONT. 5.00 ACRES (SPLIT FOR TAXING PURPOSES)

Parcel ID: 141160021

Legal Description:

THAT PPTY LYING WEST OF H.W.I.D. LINE WITHIN THE FOLLOWING DESC PPTY: THE S 1/2 OF N 1/2 OF THE SE 1/4 OF THE NE 1/4 SEC 36-T5N-R3W, SLB&M. CONT. 5.00 ACRES (SPLIT FOR TAXING PURPOSES)

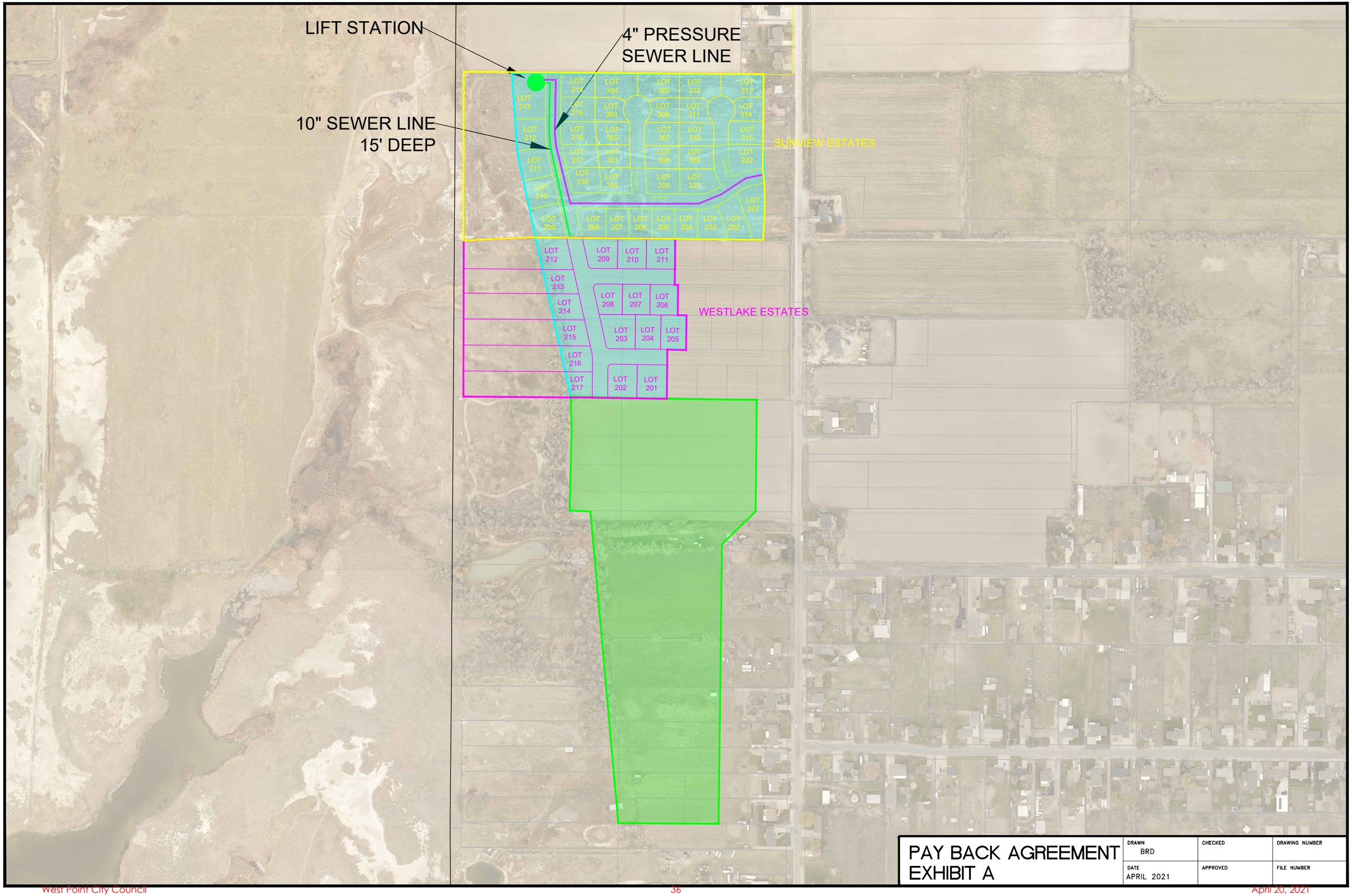
LIFT STATION
4" PRESSURE SEWER LINE
10" SEWER LINE 15' DEEP
SUNVIEW ESTATES
WESTLAKE ESTATES
PAY BACK AGREEMENT EXHIBIT A
DRAWN BRD
CHECKED
DRAWING NUMBER
DATE APRIL 2021
APPROVED
FILE NUMBER

EXHIBIT B

Lift Station

Owner	Number of Lots	Cost per Lot	Owner's Total Obligation
Sunview Estates LLC	37	$ 3,988.04	$ 147,557.37
Ua Fui LLC, DBA Psion Homes	17	$ 3,988.04	$ 67,796.63
Total	54		$ 215,354.00

Deep Sewer Line

Owner	Acres	Cost per Acre	Owner's Total Obligation
Ua Fui LLC, DBA Psion Homes	6.9	$ 231.76	$ 1,599.13
Various Owners to the South	20.4	$ 231.76	$ 4,727.87
	27.3		$ 6,327.00

Exhibit C

Lift Station Costs

Lift Station Electrical/Controls/pumps		
PLC from SKM or Equivelent	$ 23,435.00	Turner Electric (bid from SKM)
Muffin Monster w/ Controller	$ 37,223.87	Per Larry Johnson Bid
Control Panel, rails, pumps, sensors (W-cubed)	$ 39,593.14	Brad Gwinnup per RJ excavating
Electrical Systems/pana, Rack and Installation	$ 12,860.00	Turner Electric
Lift Station other		
Engineering	$ 17,122.74	Pinnacle Engineering costs
10" Main (upsized for future connections)	$ 1,907.85	RJ Excavating
10" Main (4' deeper than req'rd w/o city)	$ 4,419.00	RJ Excavating
4" Pressure line	$ 22,442.25	RJ Excavating
Lift Station Manhole w/lid	$ 19,799.45	RJ Excavating
Lift Station Piping	$ 465.25	RJ Excavating
Link Seal Material for Cored Holes	$ 690.98	RJ Excavating
Electrical piping between vault and control panels	$ 836.00	RJ Excavating
Generator	$ 17,931.00	Turner Electric
Concrete Pad	$ 4,000.00	RJ Excavating
Shed/Awning	$ 3,500.00	Sunview Estates
Propane Tank and valve	$ 2,500.00	Turner Electric
Fencing 6' vinyl coated black with slats	$ 4,228.00	Rocky Mtn Fence
Ground Cost for lift station (20' X 40' @ $3.00/ft	$ 2,400.00	
	$ 215,354.53	

Actual Bid

Estimate