



**RIVERDALE CITY PLANNING COMMISSION AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – SEPTEMBER 22, 2015**

6:00 p.m. – Planning Commission Work Session Meeting (City Offices)

The purpose of the work session is to review maps, plans, paperwork, etc. No motions or decisions will be considered during this session, which is open to the public.

Planning Commission Work Session Items

Planning Commission Training *to be determined*

6:30 p.m. – Planning Commission Meeting (Council Chambers)

A. Welcome & Roll Call

B. Open Communications

(This is an opportunity to address the Planning Commission regarding your concerns or ideas. Please try to limit your comments to three minutes.)

C. Presentations and Reports

D. Consent Items

1. Consideration of Meeting Minutes from:
September 8, 2015 Regular Meeting
September 8, 2015 Work Session

E. Action Items

1. Consideration of Recommendation for Final Site Plan approval for proposed Reeve Office Building, Lot 2, Hayward Business Park Subdivision, 5175 S 1500 W Riverdale, UT, 84405.

F. Discretionary Items

G. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 15th day of September, 2015 at the Riverdale City Hall Noticing Board and on the City website at <http://www.riverdalecity.com/>. A copy was also provided to the Standard-examiner on September 15, 2015.

Jackie Manning
Riverdale City Recorder

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
September 22, 2015**

AGENDA ITEM: D

SUBJECT: Review and approve the meeting minutes for the Planning Commission Meeting held on September 8, 2015 Regular Meeting and Work Session.

PETITIONER: Jackie Manning, City Recorder

INFORMATION:

[September 8, 2015 Work Session](#)

[September 8, 2015 Regular Meeting](#)

[BACK TO AGENDA](#)

Minutes of the **Work Session** of the Riverdale City **Planning Commission** held Tuesday, September 8, 2015, at 6:00 PM, at the Civic Center in the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

Commissioners:	Blair Jones, Chairman Steve Hilton, Commissioner Lori Fleming, Commissioner Kathy Eskelsen, Commissioner David Gailey, Commissioner Cody Hansen, Commissioner
Excused:	Michael Roubinet, Commissioner
City Employees:	Mike Eggett, Community Development Director Jackie Manning, City Recorder
Others Present:	John Reeve

Chairman Jones welcomed the Planning Commission members to the Work Session and stated for the record that all were in attendance, with the exception of Commissioner Roubinet and Commissioner Hilton [Commissioner Hilton arrived at 6:03 PM].

Reports: Chairman Jones turned the time over to Mr. Eggett.

Mr. Eggett reported the following activity for the community:

- New office building for Reeve and Associates
- Riverdale Business Park, phase 2, continues. Parking and grading is finished. The parking lot will soon be finished. There is a change in elevation, which will require a retaining wall, so the side walk will end at the railing. The retaining wall has started construction.
- Bravo Arts Academy grand opening September 19th.
- Horrocks Engineering is open; located in the Brooke Haven Building
- Planning Commission training will resume next meeting after Utah Leagues of Cities and Towns Conference
- Fallen Hero's Ride, Harley Davidson, this Saturday [September 12, 2015] 11:30 AM to 2:00 PM. This may increase traffic.
- McDonalds Remodel, kitchen area. McDonalds is changing their kitchen layout to include a create-your-own sandwich station.
- Building plans for a new church.

Consent Items: Chairman Jones asked for any changes or corrections to the meeting minutes for August 25, 2015 meeting. There were no corrections requested.

Action Items: Chairman Jones invited comments regarding the action items. Mr. Eggett discussed the items as outlined in the executive summary and referred to the packet materials. He stated all departments within the city were comfortable with the plans. Mr. Eggett stated this property is in a CP3 Zone, Commercial Plan 3, which means the City Council will need to approve a Development Agreement prior to any conditions being added to this project. If the Planning Commission is comfortable with the plan tonight the review process will go in the following order: Planning Commission will review and approve Preliminary Plan and then forward the Final approval to City Council; the City Council will review and approve the Final, and will review and approve the Development Agreement. In between these reviews this project will be brought before the Design Review Committee.

Mr. Eggett introduced John Reeve, as the applicant. He stated the project is for a business office, which is permitted with the land-use for that zone. He read through the outstanding items, as seen in the packet. The applicant has met with the Public Works Director, Shawn Douglas, as well as the City Engineer and all parties are comfortable with this project.

Commissioner Hilton clarified they will need a motion for the preliminary site plan approval. Mr. Eggett discussed the vesting purpose of the preliminary plan. Commissioner Fleming confirmed it was a two story building, to which Mr. Reeve confirmed Reeve and Associates will occupy both levels of the building. Mr. Eggett noted there was adequate parking.

Discretionary Items: Chairman Jones asked if there were any discretionary items. Mr. Eggett reminded the Planning Commission of the combined strategy meeting will be held on September 29, 2015 at 6:00 PM at the senior center.

Adjourn: Having no further business to discuss the Planning Commission adjourned at 6:13 PM to convene into their Regular Planning Commission Meeting located in the Council Chambers.

Minutes of the **Regular Meeting** of the Riverdale City **Planning Commission** held Tuesday, September 8, 2015, at 6:30 PM, at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: Commissioners: Blair Jones, Chairman
Steve Hilton, Commissioner
Kathy Eskelsen, Commissioner
David Gailey, Commissioner
Cody Hansen, Commissioner
Lori Flemming, Commissioner

City Employees: Mike Eggett, Community Development Director
Jackie Manning, City Recorder

Excused: Michael Roubinet, Commissioner

Visitors: John Reeve

A. Welcome & Roll Call

Chairman Jones welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present with the exception of Commissioner Roubinet, who is excused. The applicant John Reeve, with Reeve and Associates, was present. No members of the public were present.

B. Open Communications

Chairman Jones asked for any open communications and there were not any.

C. Presentations and Reports

Chairman Jones turned the time over to Mr. Eggett. Mr. Eggett summarized the upcoming projects and events, as discussed in the Work Session:

- New office building for Reeve and Associates
- Riverdale Business Park, phase 2, continues. Parking and grading is finished. The parking lot will soon be finished. There is a change in elevation, which will require a retaining wall, so the side walk will end at the railing. The retaining wall has started construction.
- Bravo Arts Academy grand opening September 19th.
- Horrocks Engineering is open; located in the Brooke Haven Building
- Planning Commission training will resume next meeting after Utah Leagues of Cities and Towns Conference
- Fallen Hero's Ride, Harley Davidson, this Saturday [September 12, 2015] 11:30 AM to 2:00 PM. This may increase traffic.
- McDonalds Remodel, kitchen area. McDonalds is changing their kitchen layout to include a create-your-own sandwich station.
- Building plans for a new church.

D. Consent Items

Chairman Jones asked for changes or corrections to the meeting minutes from August 25, 2015 Work Session and Regular Meeting. There were not any corrections requested.

MOTION: Commissioner Fleming made a motion to approve the Work Session and Regular Meeting minutes for the August 25, 2015 Planning Commission Meeting as written. The motion was seconded by Commissioner Gailey.

There was no discussion regarding this motion.

CALL THE QUESTION: The motion passed unanimously.

E. Action Items

1. Consideration of Preliminary Site Plan approval for proposed Reeve Office Building, Lot 2 Hayward Business Park Subdivision, 5175 S 1500 W Riverdale, UT, 84405

Mr. Eggett summarized an executive summary that explained:

69 Reeve and Associates, Inc., as represented by John Reeve, have applied for a Preliminary Site Plan review of the
70 Reeve Office Building as a proposed professional office building development located at approximately 5175 South 1500
71 West in a Planned Regional Commercial (CP-3) zone. This site plan is being proposed for development on Lot 2 of the
72 previously approved Hayward Subdivision. A public hearing is not required to consider this Site Plan proposal. Following
73 the presentation and discussion of the proposal, the Planning Commission may make a motion giving preliminary
74 approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested
75 modifications, or not giving preliminary approval of the Reeve Office Building site plan. If preliminary approval was
76 provided, then this matter could move forward to a future Final Site Plan review process with the Planning Commission.
77 Title 10 Ordinance Guidelines (Code Reference)
78

79 This Preliminary Site Plan review is regulated under City Code 10-21 "Subdivisions" and 10-25 "Development in All
80 Zones", and is affected by City Codes 10-10B "Planned Commercial Zones (CP-1, CP-2, CP-3)", 10-13F "Special Use
81 Districts – Hillside", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and
82 Access", 10-16 "Sign Regulations", and uses listed in 10-10A-4 "Commercial Zones (C-1, C-2, C-3)", which are all
83 deemed conditional uses in Planned Commercial Zones (the conditional uses may be granted following City Council
84 review and potential approval of the Development Agreement).
85

86 The proposed development parcel was previously established and subdivided in 2007-08 as Hayward Business Park,
87 Lot 2. Since that time, the original applicant was not able to complete the original project intended for this site. Mike Ford
88 has since purchased this property and Reeve and Associates, Inc. has interest in developing Lot 2 for professional office
89 use. The property is in a CP-3 zone which requires the developer of the site to participate in a development plan
90 discussion with the City. Under City Code 10-10B-2, it states that the development plan should include an outline of uses
91 indicated to be allowed in the CP-3 zone as part of the development plan approval. The developer has provided a draft
92 development agreement that does list the intended uses for the proposed building spaces.
93

94 Attached with this executive summary is a document entitled "Preliminary Site Plan Review – Reeve Office Building
95 (Hayward Subdivision Lot #2)"; this is a supplementary document addressing items on the Preliminary Site Plan
96 application document. Also attached, following this executive summary, are comments from the Public Works Director,
97 the Fire Chief, the Police Lieutenant, and contracted City Engineer. The Planning Commission should discuss any
98 concerns raised by these summaries.
99

100 The Planning Commission and the applicant need to be sensitive to the fact that this is a CP-3 zone and per 10-10B-
101 6 of the City Code, this development needs to have an acceptable relationship to, and further the purposes of, the overall
102 plan for this area of the City (i.e. aesthetic relationship to already existing buildings, maintenance of facilities, etc).
103

104 Building elevation has not been provided at this time, however many details regarding this structure have been
105 provided in the attached "Preliminary Site Plan Review" document and on the project drawings cover sheet. The applicant
106 has indicated that a building elevation drawing (showing in more detail the height, building materials, and overall aesthetic
107 nature of the proposed structure) will be forthcoming. A building elevation drawing is key in determining architectural and
108 aesthetic compatibility to other buildings and uses within this CP-3 zone area.
109

110 The Planning Commission is encouraged to briefly discuss signage plans with the petitioner to better understand how
111 signage will work in this area; signage is regulated per City Code 10-16 (specifically section 8.(b.) for Commercial
112 Districts); the applicant should be directed to adhere to this Code when contemplating signage.
113

114 Staff would encourage the Planning Commission to review this matter and then discuss with the petitioner concerns
115 raised by staff and/or the Planning Commission. Staff would then recommend that the Planning Commission may make a
116 motion giving preliminary approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with
117 any requested modifications, or not giving preliminary approval of the Reeve Office Building site plan. If preliminary
118 approval was provided, then this matter could move forward to a future Final Site Plan review process with the Planning
119 Commission.
120

121 Mr. Eggett stated elevation information has not been received as of yet. The City Engineer, Public Works Director,
122 and the applicant have worked together in addressing the outstanding concerns. The applicant is in full agreement to the
123 outstanding items and will address them prior to Final approval. The draft development agreement will be shortly reviewed
124 by the City Attorney this next week, with a full report on the next Planning Commission Meeting.
125

126 Chairman Jones invited the applicant to comment. John Reeve, who lives in the Uintah Highlands, welcomed any
127 questions from the Commissioners. Mr. Reeve confirmed the elevations are currently being drafted. Mike, from Bravo
128 Academy, was in attendance as of 6:35 PM. Commissioner Hilton welcomed John Reeve and asked about the anticipated
129 design of the building. Mr. Reeve described the architecture of the building to include slopes and consist of brick and rock.
130 He explained the building will be 2 levels; totaling 80 thousand square feet. Reeve and Associates will occupy both levels.
131 There will be lighting on the sidewalk and parking lot. The main goal is to be findable, but nothing too flashy.
132

133 Commissioner Gailey asked the nature of traffic they expect. Mr. Reeve stated regular vehicle traffic, no semi's
134 anticipated. He noted it may be rare for a dump truck to be parked at the business. Chairman Jones echoed prior

135 concerns expressed by Commissioner Roubinet regarding trucks adding to the dumpsters. The homeowners in the
136 surrounding areas complain about third parties dumping the trash in the morning.

137
138 Commissioner Hilton asked if they had any concerns regarding the outstanding items. Mr. Reeves stated he had no
139 concerns with the outstanding items the City has requested and agreed to full compliance.

140
141 **MOTION:** Commissioner Hilton moved to approve the Preliminary Site Plan approval for proposed Reeve
142 Office Building, Lot 2 Hayward Business Park Subdivision, 5175 S 1500 W Riverdale, UT, 84405. Commissioner
143 Fleming seconded the motion.

144
145 Chairman Jones invited discussion regarding the motion. There was not a discussion.

146
147 **CALL THE QUESTION:** There was a roll call vote: Commissioners Jones, Hilton, Gailey, Eskelsen, Fleming, and
148 Hansen all voted in favor; the motion passed unanimously

149
150 **F. Discretionary Items**

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152 Chairman Jones invited discussion for any discretionary Items. Commissioner Gailey noted there did not appear to be
153 a traffic impact from Bravo Arts Academy as was originally anticipated.

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155 **G. Adjournment**

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158 **MOTION:** There being no further business to come before the Planning Commission, Commissioner Fleming
159 moved to adjourn the meeting. Commissioner Hilton seconded the motion; all voted in favor.

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161 The meeting adjourned at 6:47 PM.

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168 _____
169 Blair Jones
170 Planning Commission Chair

168 _____
169 Jackie Manning
170 City Recorder

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172 Date Approved: **September 22, 2015**

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
September 22, 2015**

AGENDA ITEM: E

SUBJECT: Consideration of Final Plan approval for proposed Reeve Office Building, Lot 2, Hayward Business Park Subdivision, 5175 S 1500 W Riverdale, UT 84405.

PETITIONER: Mike Eggett, Community Development Director.

ACTION REQUESTED: Staff would encourage the Planning Commission to review this matter and then discuss with the petitioner concerns raised by staff and/or the Planning Commission. Following discussion in this matter, the Planning Commission may make a motion to recommend City Council approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested modifications, or not provide a recommendation to City Council for approval of the Reeve Office Building site plan. If a recommendation for approval was provided, then this matter could move forward to the City Council for consideration of approval for the proposed Final Site Plan.

INFORMATION:

[Executive Summary](#)

[PC Final Site Plan Review](#)

[Engineer Review Letter](#)

[Department Staff Reports](#)

[Application](#)

[Elevation Drawings](#)

[Final Drawings](#)

[Development Agreement](#)

[BACK TO AGENDA](#)



Planning Commission Executive Summary

For the Commission meeting on: 09-22-2015

Petitioner: Reeve and Associates, Inc (Nate Reeve)

Summary of Proposed Action

Reeve and Associates, Inc., as represented by Nate Reeve, have applied for a Site Plan review of the Reeve Office Building as a proposed professional office building development located at approximately 5175 South 1500 West in a Planned Regional Commercial (CP-3) zone. This site plan is being proposed for development on Lot 2 of the previously approved Hayward Subdivision. A public hearing is not required to consider this Site Plan proposal. Following the previous preliminary review of the Site Plan, the Planning Commission provided a favorable approval of the Preliminary Site Plan, subject to providing elevation renderings and resolving outstanding City Staff and Engineering concerns. Following the presentation and discussion of the Final Site Plan proposal, the Planning Commission may make a motion to recommend City Council approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested modifications, or not provide a recommendation to City Council for approval of the Reeve Office Building site plan. If this recommendation for approval was provided, then this matter could move forward to the City Council for consideration of approval for the proposed Final Site Plan.

Title 10 Ordinance Guidelines (Code Reference)

This Final Site Plan review is regulated under City Code 10-21 "Subdivisions" and 10-25 "Development in All Zones", and is affected by City Codes 10-10B "Planned Commercial Zones (CP-1, CP-2, CP-3)", 10-13F "Special Use Districts - Hillside", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access", 10-16 "Sign Regulations", and uses listed in 10-10A-4 "Commercial Zones (C-1, C-2, C-3)", which are all deemed conditional uses in Planned Commercial Zones (the conditional uses may be granted following City Council review and potential approval of the Development Agreement).

The proposed development parcel was previously established and subdivided in 2007-08 as Hayward Business Park, Lot 2. Since that time, the original applicant was not able to complete the original project intended for this site. Mike Ford has since purchased this property and Reeve and Associates, Inc. has interest in developing Lot 2 for professional office use. The property is in a CP-3 zone which requires the developer of the site to participate in a development plan discussion with the City. Under City Code 10-10B-2, it states that the development plan should include an outline of uses indicated to be allowed in the CP-3 zone as part of the development plan approval. The developer has provided a draft development agreement that does list the intended uses for the proposed building spaces.

Attached with this executive summary is a document entitled "Final Site Plan Review - Reeve Office Building (Hayward Subdivision Lot #2)"; this is a supplementary document addressing items on the Site Plan application document. Also attached, following this executive summary, are comments from the Public Works Director, The City Attorney, the Fire Chief, the Police Chief, the City Administrator, and contracted City Engineer. The Planning Commission should discuss any concerns raised by these summaries.

The Planning Commission and the applicant need to be sensitive to the fact that this is a CP-3 zone and per 10-10B-6 of the City Code, this development needs to have an acceptable relationship to, and further the purposes of, the overall plan for this area of the City (i.e. aesthetic relationship to already existing buildings, maintenance of facilities, etc). A building elevation and building facility layout has been provided

for the Reeve Office Building project. A building elevation drawing is key in determining architectural and aesthetic compatibility to other buildings and uses within this CP-3 zone area.

Building signage is regulated per City Code 10-16 (specifically section 8.(b.) for Commercial Districts); the applicant should be directed to adhere to this Code when contemplating signage.

Staff would encourage the Planning Commission to review this matter and then discuss with the petitioner concerns raised by staff and/or the Planning Commission. Following discussion in this matter, the Planning Commission may make a motion to recommend City Council approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested modifications, or not provide a recommendation to City Council for approval of the Reeve Office Building site plan. If a recommendation for approval was provided, then this matter could move forward to the City Council for consideration of approval for the proposed Final Site Plan.

General Plan Guidance (Section Reference)

The General Plan use for this area is currently set as "Commercial/Office/Business Park" and this proposed project would comply with this land use.

Legal Comments - City Attorney

Steve Brooks, Attorney

Administrative Comments - City Administrator

Rodger Worthen, City
Administrator



Final Site Plan Review – Reeve Office Building (Hayward Subdivision Lot #2), 5175 South 1500 West

Completed by Mike Eggett, Community Dev. Director on 8/31/2015 & Updated on 9/14-15/2015

Recommendation: City staff recommends that the Planning Commission examine and review items associated with this proposed final site plan review. Items of consideration or note have been highlighted in yellow for potential discussion purposes. City staff recommends that the Planning Commission act accordingly to provide a final recommendation for site plan approval, or not provide said recommendation for the proposed Reeve Office Building site plan, with any additional comments or concerns to be addressed by the developer.

Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting)	Aug. 25, 2015; update submitted on Sept. 10, 2015
Date Application Submitted to City:	August 25, 2015
Date Fee Paid:	Paid on August 26, 2015 (see receipt for detail)
Site Plan – Preliminary Requirements	Departmental Review Comments
<i>COVER SHEET</i>	Provided
<u>Title Block</u>	
Project name and address	Project name and address location shown; address will be 1434 South 5175 West
Property Owner’s name, address, and phone number	Mike Ford, 620 East 1700 South, Clearfield, Utah 84015, 801-644-5100
Developer’s name, address, and phone number	Reeve & Associates, Inc. – Nate Reeve, 920 Chambers Street, Suite 14, Ogden, Utah 84403, 801-621-3100
Approving agency’s name and address: Utility companies if applicable	Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405; Blue Stakes Location number is on permit; no utility companies appear to be directly affected
Consulting Engineer’s name, address, and phone number	J. Nate Reeve, P.E. (Reeve & Assoc), 920 Chambers St, Suite 14, Ogden, Utah 84403, 801-621-3100
Licensed Land Surveyor’s name, address, phone number, signature, and seal	Reeve & Associates, Inc/ <u>individual surveyor not identified</u> ; Address & phone number same above; seal and signature showing for Nate Reeve
Date	Yes – Aug 13, 2015 and revision date Sept 10, 2015

Revision block with date and initials	Revision block shown and notes in left top corner
Sheet number and total sheets	Shown (11 total sheets)
<u>General</u>	
Street names	Shown – 1500 West 5175 South
Layouts of lots with lot numbers	Yes, shown as Hayward Lot #2
Adjacent tract ownership and tax identification numbers	Tract ownership names and tax ID shown
Scale (minimum 1"=50' to 1"=10')	Yes, scale is showing within allowed range
North arrow	Yes
Existing easements, structures, and utility lines: Approval to cross, use, or relocate	Yes, shown and identified in packet
Space for notes	Yes, notes and legend sheet provided as sheet 2
Contours	Yes, shown on sheets 3, 5, and 8
Public areas	Sidewalks, park strips shown and identified on sheet 4
<u>Vicinity Map</u>	
Street names	Yes
Site location	Yes
North arrow	Yes
Scale	Note of "Not to Scale"
<i>PLAT SHEET</i>	<u>Lot 2 was previously subdivided, no new platting necessary for this project (use cover sheet)</u>
<u>Title Block</u>	
Project name and address	Project name and address location shown; address will be 1434 South 5175 West
Approving Agency's name and address	Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405
Consulting Engineer's name, address, and phone number	J. Nate Reeve (Reeves & Assoc), 920 Chambers St, Suite 14, Ogden ,Utah 84403, 801-621-3100
Date	Yes – Aug 13, 2015 and revision date Sept 10, 2015
Names of approving agents with titles, stamps, signatures, and license expiration dates	Names of approving agents, titles, stamps, signatures, and expiration dates anticipated as applicable to proposal
Names of approving departments (Attorney, Planning Commission, Mayor, Recorder)	Not applicable

Consulting Engineer's stamp, signature, and license expiration date	Yes – Engineer agency's logo, contact information, and signature showing
<u>Layout</u>	
Street Names	Shown – 1500 West 5175 South
Layouts of lots with lot numbers	Yes, shown as Hayward Lot #2
Bearings and distances for all property lines and section ties	<u>Defer to City Engineer review</u>
Legal description	<u>Defer to City Engineer review</u>
Adjacent tract ownership and tax identification numbers	Tract ownership names and tax ID shown
Scale (minimum 1"=50')	Yes, scale is showing
North arrow	Yes
Owner's dedication certificate for subdivision (Notary Acknowledgement)	Not applicable
Landscaping (location and type with area calculations)	Yes, provided on Sheet 1 and detailed on Sheets 10 and 11
Location of exterior lighting devices, signs, and outdoor advertising	Street light currently placed on south corner of 1500 W 5175 S, refer to drawings for more; location of exterior signs shown on Sheet 4; exterior lighting system shown on Sheet 6;
Location of underground tanks, dumpsters, etc	No underground tanks appear to be needed; dumpster location is shown (dumpster enclosure provided in east end of parking lot)
<u>Additional Information</u>	
Benchmark	Shown
Basis of bearings	Shown
Legend	Shown
<i>PLAN AND PROFILE SHEETS</i>	Provided
<u>Title Block</u>	
Project name and address	Project name and address location shown
Approving Agency's name and address	Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405
Consulting Engineer's name, address, and phone number	J. Nate Reeve (Reeves & Assoc), 920 Chambers St, Suite 14, Ogden ,Utah 84403, 801-621-3100
Date	Yes – Aug 13, 2015 and revision date Sept 10, 2015
Scale	Yes, scale is showing within allowed range
Revision block with date and initials	Revision block shown and notes in left top corner

Sheet number and total sheets	Shown (11 total sheets)
<u>General</u>	
North arrow	Yes
Street names	Shown – 1500 West 5175 South
Lot numbers	Yes, shown as Hayward Lot #2
Reference to sheets showing adjacent areas	Not applicable
Center line stationing	Shown on plans
Existing natural ground	Shown on sheet 3
<u>Signage</u>	Building signage shown on Sheet 4, must still comply with sign ordinance regulations; <u>may inquire regarding future signage intent</u>
Height	<i>Not available</i>
Size	<i>Not available</i>
Locations	Building sign location shown on Sheet 4, monument/post sign location shown on Sheet 4
Colors	<i>Not available</i>
Lighting	<i>Not available</i>
<u>New and Existing Buildings</u>	
Height and Size	New building - Height = 38'; Building size = approx. 6,528 sq. ft.; Existing fences and utility structures shown on Sheet 3
Location, setbacks, and all dimensions	Yes, shown on proposed site plan (Sheet 4); front setback - minimum 20 feet at nearest point; rear setback – minimum 10.8 feet at nearest point; west side setback – minimum 66.45 feet at nearest point; east side setback – minimum 242.15 feet at nearest point; see architectural renderings and building design for more on dimensions
Type of construction	Wood framed building; <u>unsure of exterior materials – see architectural renderings for more</u>
Type of occupancy and proposed uses	Professional Office Building as listed in proposed Development Agreement
Show handicapped access	ADA accessible ramp and access areas shown and handicapped parking stall shown
<u>New and Existing Landscaping & Percentage</u>	44.33% of site
Number of trees	13 trees, 190 shrubs, 66 perennials shown

Landscape plan showing all planting, hardscaping, berming, and watering	Planting, hardscaping shown; gentle berming along the road, as required in 10-14-12 (B.)(2.) shown; irrigation plan shown on Sheet 11
Xeriscaping alternatives being considered	Yes, xeriscaping seems to be applied in the gravel mulch areas of building as well as some of the plantings; for more, inquire of the developer
<u>New and Existing Walls and Fences</u>	
Location, design, and height	Location and height of fence placement meets all requirements of City Code; 6' new vinyl privacy fences will be installed
Materials proposed for construction	External fence will be 6' vinyl
<u>New and Existing Parking</u>	
Location, area, and layout of off-street parking (size of stalls, regular and handicapped)	44 stalls are provided and shown; handicapped parking space provided and shown; size meets city requirements; <u>per code adequate parking for use</u>
Location of employees' parking, customer parking, and handicapped parking	Established as shown in drawings
Internal circulation pattern	<u>Not currently shown</u>
<u>New and Existing Ingress and Egress</u>	
Location and size of points of ingress and egress for motor vehicles and internal use	Yes, shown at 24' wide
Circulation pattern	<u>Not currently shown (as applicable)</u>
<u>New and Existing Streets</u>	
All access points	Yes, this is shown
Center lines	Yes, this is shown
Right-of-way lines	Yes, shown on plans and identified 60' r-o-w
Face of curb lines	Yes, this is shown
Centerline slope	Shown on drawings and established per previous road development
Signing and striping	<u>Signing installation should be coordinated with public works dept and paid for by applicant; roadway striping should be coordinated with public works if applicable;</u>
Light poles	Street light currently exists on south corner of 1500 W 5175 S; light pole locations shown on Sheet 6, including parking area
Street lights	Yes, existing street light location shown and identified; <u>no new street lighting proposed</u>
Street name signs	<u>Signing installation should be coordinated with public works dept and paid for by applicant;</u>

Stop signs	<u>Signing installation should be coordinated with public works dept and paid for by applicant;</u>
UDOT approval (if required for project)	Not applicable for this application
Sidewalk (4' side with 4" of road base or 6' side with 6" of road base through the approach)	Yes, shown as a 4'; 4" road base placement defined on sheet 7 and 6' to 6" through approach
Planting Strip	Yes, shown as 4.5'
<u>New and Existing Storm Drainage</u>	
Top of curb elevations	Shown on Sheet 5 and detail drawing on Sheet 7
Slope of gutter	Shown on Sheet 5 and detail drawing on Sheet 7
Manholes	Shown as already existing on multiple sheets
Invert elevations	Shown on multiple sheets, <u>defer to City Engineer</u>
Length, size, slope, and type of mains and laterals	Shown on multiple sheets, <u>defer to City Engineer</u>
Location of catch basins	Shown on multiple sheets of plans
Ditches, location and ownership	No ditches or waterways of note shown
Approval to pipe, reroute or use	Other than future City approval, no other approval required, <u>defer to City Engineer</u>
Calculations for retention system	Shown on grading plan (Sheet 5)
Method of storm water clean-up	Shown on sheet 8 and 9 (Storm Water Pollution Prevention Plan Exhibit and Plan Details)
<u>New and Existing Sanitary Sewers</u>	
Manholes	Shown on multiple sheets of plans
Invert elevations	Shown on multiple sheets, <u>defer to City Engineer</u>
Length, size, type, and slope of mains and laterals	Shown on multiple sheets, <u>defer to City Engineer</u>
<u>New and Existing Water Lines</u>	
Length, size, type, and slope of mains and laterals	Shown on multiple sheets, <u>defer to City Engineer</u>
Location, size, and type of water meters, valves, and fire hydrants	Water meter locations shown, size of water meters identified; type per public works. Location of new and existing valves shown. Two existing fire hydrants shown, <u>no new hydrants proposed</u>
<u>New and Existing Gas Lines</u>	
Size and type	Existing gas lines shown, <u>size and type not shown</u> ; new gas lines approximate location show, <u>size and type not shown</u>
<u>New and Existing Electrical Lines</u>	

Size, location, and type	Existing power box locations shown; existing power lines shown, <u>size and type not shown</u> ; new power lines approximate location show, <u>size and type not shown</u>
Location of power poles	<u>None identified or showing on plans, if any exist</u> ; transmission boxes location shown
<u>New and Existing Telephone Lines</u>	
Location of poles, junction boxes, and manholes	Existing location of telephone boxes shown, <u>poles and associated manholes not shown if applicable</u>
<u>New and Existing Cable TV Lines</u>	
Location of lines (if applicable)	<u>Cable TV lines not shown and may not be applicable</u>
<i>DETAILED DRAWINGS</i>	
Cross section of roadway (minimum 8" road base and 3" asphalt)	Shown on Sheet 7 (Civil Details) with 9" road base and 3" asphalt
Cross section of curb and gutter (standard 30" high back)	Shown on Sheet 7 (Civil Details), <u>defer to City Engineer</u>
Gutter inlet box with bicycle safe grate	Shown on Sheet 5 (Grading Plan) , Sheet 6 (Utility Plan), and Sheet 7 (Civil Details); <u>defer to City Engineer</u>
Cleanout box	Shown on Sheet 5 (Grading Plan) , Sheet 6 (Utility Plan), and Sheet 7 (Civil Details); <u>defer to City Engineer</u>
Thrust blocking	Shown on sheet 7 (Civil Details); <u>defer to City Engineer</u>
Special energy dissipating or drop manholes	None showing and may not be applicable
<i>ADDITIONAL INFORMATION</i>	
Soils report	Geotechnical provided for project on July 23, 2007 as part of subdivision review at the time; no new soils reports have been provided; old report has been provided
Drainage and runoff calculations	Yes, shown on sheet 5 (Grading Plan)
Water right transfer documentation	Review with Public Works if needed
Copy of protective covenants, codes, and regulations for development	None provided or anticipated with this project; proposed development agreement submitted and reviewed by City Attorney (comments provided)
Eight (8) total 11" X 17" copies of plan drawings, one large full set of plan drawings, and one digital full set copy of plan drawings	Yes, provided as requested;
Building elevation renderings	Yes, this imagery is provided in the packet
Corp of Engineers approval (if required)	Not applicable or required

Zoning compliance	Yes, CP-3, <u>subject to approval of a Development Plan and Development Agreement document listing approved commercial uses within this development</u> ; Development Agreement draft has been submitted for review and reviewed by City Attorney (comments provided)
RDA compliance (if applicable)	Not applicable in this matter
Use compliance	Yes, C-3 uses anticipated for this development; all approved uses, per CP-3 zoning language approval and development agreement approval
Engineering comments and letter of approval recommendation	Engineering comments, along with Public Works, Fire Department, Police Department, City Administrator and City Attorney comments have been provided
Traffic study	Not currently provided; <u>likely not needed to provide any analysis unless otherwise requested</u>
All Planning Commission and City Staff conditions for approval have been met	<u>Currently being reviewed by Planning Commission</u>

15 September 2015

Riverdale City
4600 South Weber River Drive
Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director
Proj: **Reeve Office Building**
Subj: Improvement Plans and Storm Water Calculations Review #2

Dear Mike,

I have reviewed the “Improvement Drawings” and the “Storm Water Calculations” for the above referenced project and have the following comments which need to be addressed:

- The Storm Water Calculations submitted will need to be re-checked by the Engineer and possibly revised based upon a 100 year, 24 hour storm event.
 - Attached is our storm water calculations which differ from the design submitted.
 - The detention basin shown on sheet 6 of 11 is different from sheet 10 of 11. A correction may need to be completed to one or the other drawings.
- The on-site storm water system will need to include a storm water cleaning facility manhole which is capable of removing sediments, debris and oils from the storm water discharged from the site. (“Stormceptor” or similar approved equal).
- The culinary water meter lid will need to be furnished with a hole in the lid that will accept an electronic/remote reading unit.

If you have, any questions feel free to contact our office at 866-0550.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, PE.
City Engineer

Cc. Shawn Douglas, Public Work Director

DEPARTMENTAL STAFF REPORTS – 9/10-15/2015

From: Shawn Douglas
Sent: Friday, September 11, 2015 11:31 AM
To: Nate Reeve <nreeve@reeve-assoc.com>
Cc: Mike Eggett
Subject: RE: Reeve Office Building Site Plan - Final plans update needed

Nate, all of the output data seems to be blank? It didn't reference floatables or sediment that I could see? Thanks

Shawn Douglas

Public Works Director

801/394/5541 ext.1217

Sdouglas@rivedalecity.com



From: Nate Reeve [<mailto:nreeve@reeve-assoc.com>]
Sent: Friday, September 11, 2015 10:47 AM
To: Mike Eggett; Chris Cave; Shawn Douglas
Cc: scott.ceceng@comcast.net
Subject: RE: Reeve Office Building Site Plan - Final plans update needed

Shawn,

We researched your concern with Oldcastle Precast. Please refer to the design report that they created for this product.

Thanks,

J. Nate Reeve, PE, PSE
Principal Engineer | Planner
801.621.3100 | 801.458.8006 C



From: Mike Eggett [<mailto:MEggett@riverdalecity.com>]
Sent: Friday, September 11, 2015 10:35 AM
To: Nate Reeve <nreeve@reeve-assoc.com>; Chris Cave <ccave@reeve-assoc.com>
Cc: scott.ceceng@comcast.net
Subject: FW: Reeve Office Building Site Plan - Final plans update needed

Nate and/or Chris:

I received this review comment back from Shawn relative to the oil/water separator proposal on the Final Site Plans for the Reeve Office Building. It may be worth calling Shawn from your end today to discuss this and try to find a resolution as it relates to this matter.

Please let me know if you have any follow-up questions.

Thank you,

Mike Eggett
Riverdale City

From: Shawn Douglas
Sent: Friday, September 11, 2015 10:32 AM
To: Mike Eggett <MEggett@riverdalecity.com>
Subject: RE: Reeve Office Building Site Plan - Final plans update needed

Mike, the only concern I still have is with the oil/water separator they have proposed. On the bravo building they proposed a stormceptor style unit. The proposed unit doesn't seem to be as efficient. If they are going to stay with the proposed unit I need to see the calculated removal rates for sediment, floatables, oil etc. on the unit they are proposing. If they will provide these we can determine if the is an acceptable unit. I will be out of the office until Wednesday, if they provide information I could review it first thing that morning. Thanks

Shawn Douglas

Public Works Director

801/394/5541 ext.1217

Sdouglas@riverdalecity.com



From: Steve Brooks (City Attorney)
Sent: Thursday, September 10, 2015 4:35 PM
To: Mike Eggett
Subject: Reeve Development Agreement

Mike,

I didn't see anything that jumped out at me as a cause for concern. I didn't check some of the things that you deal regularly with for any accuracy (percent of landscape, types of uses, etc.) but overall it looked fine...

Steve

From: Matt Hennessy (Interim Fire Chief)
Sent: Monday, September 14, 2015 2:16 PM
To: Mike Eggett
Cc: Randy Koger
Subject: RE: Reeve Office Building Site Plan – Final plans update needed

No concerns from the FD.

Sorry for the last minute response and thanks for the reminder.

Matt.

Matthew Hennessy

Training Officer
Riverdale Fire Department
Office: 801-394-7481
Cell: 801-791-6402

From: Dave Hansen (Police Chief)
Sent: Tuesday, September 15, 2015 10:04 AM
To: Mike Eggett
Subject: RE: Reeve Office Building Site Plan – Final plans update needed

Mike, thanks for allowing us some input on this project. I really don't have any concerns about this building or this location.

Sincerely,

Dave

From: Rodger Worthen

Sent: Tuesday, September 15, 2015 9:13 AM

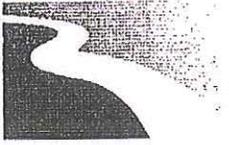
To: Mike Eggett

Subject: RE: Reeve Office Building Site Plan – Final plans update needed

Mike-

I have reviewed these plans, with no suggested changes. I think the building and use will be great addition to the area.

Thank you,
Rodger W.



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405

RIVERDALE CITY PLANNING COMMISSION
APPLICATION FOR COMMERCIAL OR MANUFACTURING
SITE PLAN APPROVAL

CASE NO: 2015-03 DATE SUBMITTED: 8-25-2015
APPLICANT'S NAME: REEVES AND ASSOCIATES, INC. C/O NATE REEVE
ADDRESS: 920 CHAMBERS STREET, STE. 14, OGDEN, UT 84403
PHONE: 801-621-3100 TAX I.D. No. [REDACTED]
ADDRESS OF SITE: 1350 W. 575 SO.
APPLICANT'S INTEREST: OWNER / DEVELOPER

Application is hereby made to the Riverdale City Planning Commission requesting that the following permitted use, be approved on 0.91 ac. of property in the CP-3 zone in (sq. ft./acreage) accordance with the attached site plan.

[Signature]
Signature of Applicant

[Signature]
Signature of Property Owner

I authorize Nate Reeve to act as my representative in all matters relating to this application.

[Signature]
Signature of Property Owner

NOTE: A fee will be charged at the time the site plan is submitted for review - \$200 per acre or portion of
Fee: \$ 182.⁰⁰ Date paid: 8-26-2015 date processed

Planning Commission set public hearing: Yes No Date of Public Hearing: _____
Planning Commission scheduled to hear this application for site plan approval on:
Date: _____ Decision of Commission: _____
City Council set public hearing: Yes No Date of Public Hearing: _____
City Council scheduled to hear this application for site plan approval on:
Date: _____ Decision of Council: _____

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.494056

Aug 26, 2015

REEVE AND ASSOC

Previous Balance:	.00
BUILDING PERMITS - PLAN/DEV REV	182.00
10-32-2200 BUILDING PLAN/DEV FEES	

Total:	182.00
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CHECK	Check No: 25611	182.00
Total Applied:		182.00

Change Tendered:	.00
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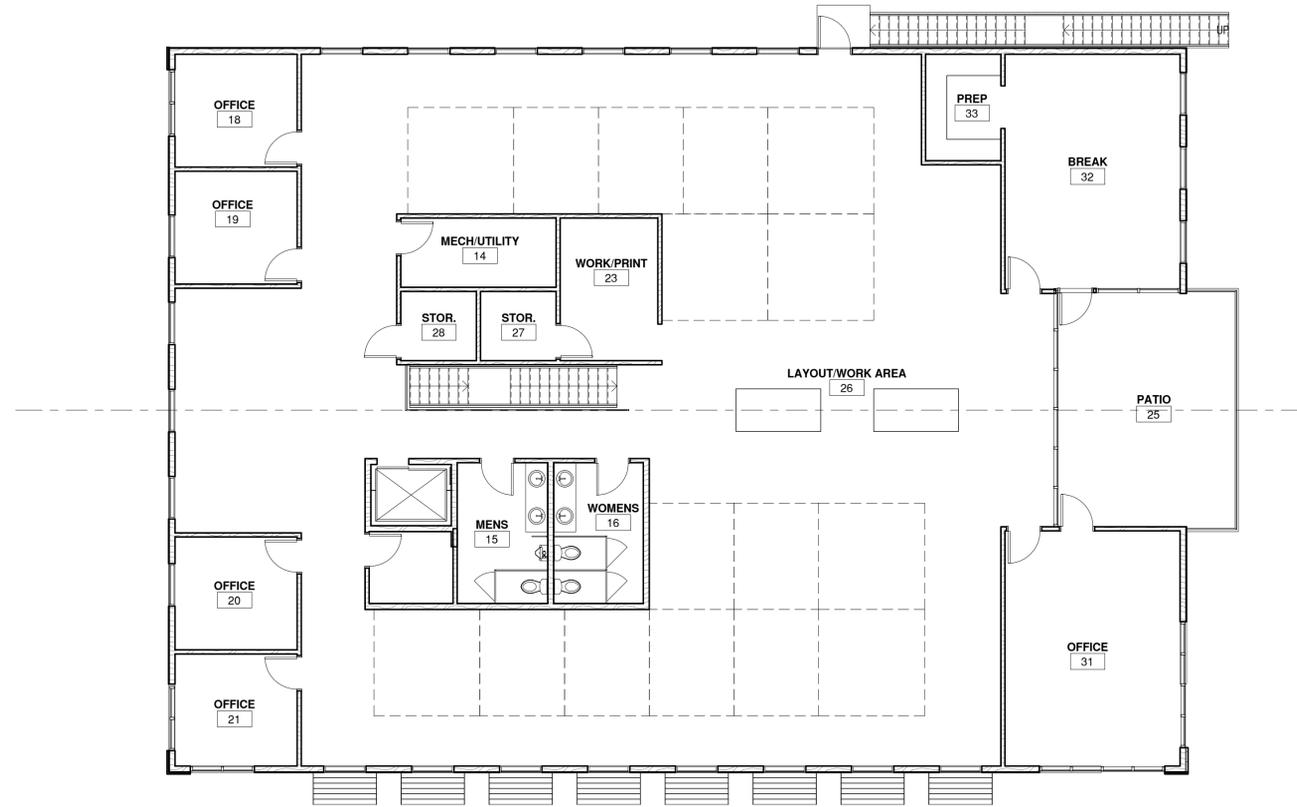
08/26/2015 09:36AM



1 SOUTHWEST VIEW



2 SOUTHEAST VIEW



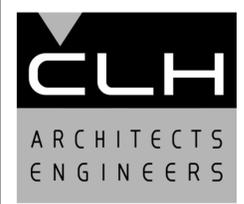
C4 SECOND FLOOR

1/8" = 1'-0" 0 4 8 16'



A4 GROUND FLOOR

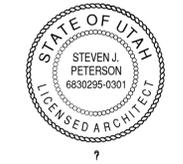
1/8" = 1'-0" 0 4 8 16'



Case, Lowe & Hart, Inc. • 2484 Washington Blvd.
Suite 510 • Ogden, Utah • 84401
801.399.5821 • Fax 801.399.0728 • www.clhae.com

CONSULTANT

STAMP



Reeve Office Building

RIVERDALE, UTAH

MARK	DATE	DESCRIPTION

ISSUE DATE:	SEPTEMBER 14, 2015
PROJECT NO:	15680
CAD DWG FILE:	
DRAWN BY:	Author
CHKD BY:	Checker

SCHEMATIC PLAN
SEPTEMBER 14, 2015

SHEET TITLE

SCHEMATIC PLANS

SHEET NO:

A101

IF SHEET IS LESS THAN 24"x 36"
IT IS A REDUCED PRINT.
REDUCE SCALE ACCORDINGLY

General Notes:

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO: CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- 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.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
- ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THESE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
- CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
- CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
- CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
- CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED, PRIOR TO COMMENCING ANY EXCAVATION WORK. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
- ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
- CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
- CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
- CONTRACTOR SHALL GROUT WITH NON-SHRINKING GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX.
- SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITION.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
- CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
- ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

Erosion Control General Notes:

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

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

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

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

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

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

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

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

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

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:

- Spraying DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- TRACKING STRAW PERPENDICULAR TO SLOPES
- INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

- W— = PROPOSED CULINARY WATER LINE
- EX.W— = EXISTING CULINARY WATER LINE
- SS— = PROPOSED SANITARY SEWER LINE
- EX.SS— = EXISTING SANITARY SEWER LINE
- SD— = PROPOSED STORM DRAIN LINE
- EX.SD— = EXISTING STORM DRAIN LINE
- LD— = PROPOSED LAND DRAIN LINE
- EX.LD— = EXISTING LAND DRAIN LINE
- SW— = PROPOSED SECONDARY WATER LINE
- EX.SW— = EXISTING SECONDARY WATER LINE
- IRR— = PROPOSED IRRIGATION LINE
- EX.IRR— = EXISTING IRRIGATION LINE
- OHP— = EXISTING OVERHEAD POWER LINE
- TEL— = EXISTING TELEPHONE LINE
- GAS— = EXISTING NATURAL GAS LINE
- = EXISTING EDGE OF PAVEMENT
- X—X—X— = FENCE LINE
- ■ ■ ■ ■ — = MASONRY BLOCK/RETAINING WALL
- · · · · — = DITCH/SWALE FLOWLINE
- = PROPOSED FIRE HYDRANT
- = EXISTING FIRE HYDRANT
- = PROPOSED MANHOLE
- = EXISTING MANHOLE
- = PROPOSED SEWER CLEAN-OUT
- X = PROPOSED GATE VALVE
- X = EXISTING GATE VALVE
- = PROPOSED WATER METER
- = EXISTING WATER METER
- = PROPOSED CATCH BASIN

Legend

- = EXISTING CATCH BASIN
- ⊙ = EXISTING SPRINKLER
- ⊕ = PLUG W/ 2" BLOW-OFF
- = AIR-VAC ASSEMBLY
- ▼ = PROPOSED REDUCER
- ⊥ = PLUG & BLOCK
- = STREET LIGHT
- ⊥ = SIGN
- BLDG = BUILDING
- BVC = BEGIN VERTICAL CURVE
- C&G = CURB & GUTTER
- CB = CATCH BASIN
- C.F. = CUBIC FEET
- C.F.S. = CUBIC FEET PER SECOND
- CL = CENTERLINE
- DI = DUCTILE IRON
- EP = EDGE OF PAVEMENT
- EVC = END VERTICAL CURVE
- FC = FENCE CORNER
- FF = FINISH FLOOR
- FFE = FINISH FLOOR ELEVATION
- FG = FINISHED GRADE
- FH = FIRE HYDRANT
- FL = FLOW LINE
- GB = GRADE BREAK
- HDPE = HIGH DENSITY POLYETHYLENE PIPE
- INV = INVERT
- IRR = IRRIGATION
- LD = LAND DRAIN
- L.F. = LINEAR FEET
- NG = NATURAL GRADE
- O.C. = ON CENTER
- PC = POINT OF CURVE
- PRC = POINT OF REVERSE CURVE
- PRVC = POINT OF REVERSE VERTICAL CURVE
- PT = POINT OF TANGENT
- PP = POWER/UTILITY POLE
- P.U.E. = PUBLIC UTILITY EASEMENT
- R/C = REBAR & CAP
- RCB = REINFORCED CONCRETE BOX
- RCP = REINFORCED CONCRETE PIPE
- RIM = RIM OF MANHOLE
- R.O.W. = RIGHT-OF-WAY
- SD = STORM DRAIN
- SS = SANITARY SEWER
- SW = SECONDARY WATER
- TOA = TOP OF ASPHALT
- TBC = TOP BACK OF CURB
- TOE = TOE OF SLOPE
- TOP = TOP OF SLOPE
- TOW = TOP OF WALL
- TSW = TOP OF SIDEWALK
- VPI = VERTICAL POINT OF INTERSECT.
- W = CULINARY WATER
- WM = WATER METER
-  = EXISTING PAVEMENT
-  = PROPOSED PAVEMENT
-  = PROPOSED CONCRETE

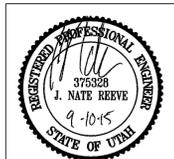


REVISIONS	DESCRIPTION	DATE

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

Reeve Office Building
RIVERDALE CITY, WEBER COUNTY, UTAH

Notes & Legend Sheet



Project Info.

Engineer: J. NATE REEVE, P.E.

Drafter: R. HANSEN

Begin Date: AUGUST 13, 2015

Name: REEVE OFFICE BUILDING SITE PLAN

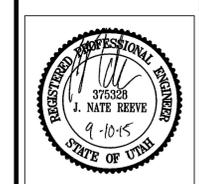
Number: 6057-05

Sheet	11
2	Sheets

REVISIONS	DESCRIPTION

Reeve Office Building
 RIVERDALE CITY, WEBER COUNTY, UTAH

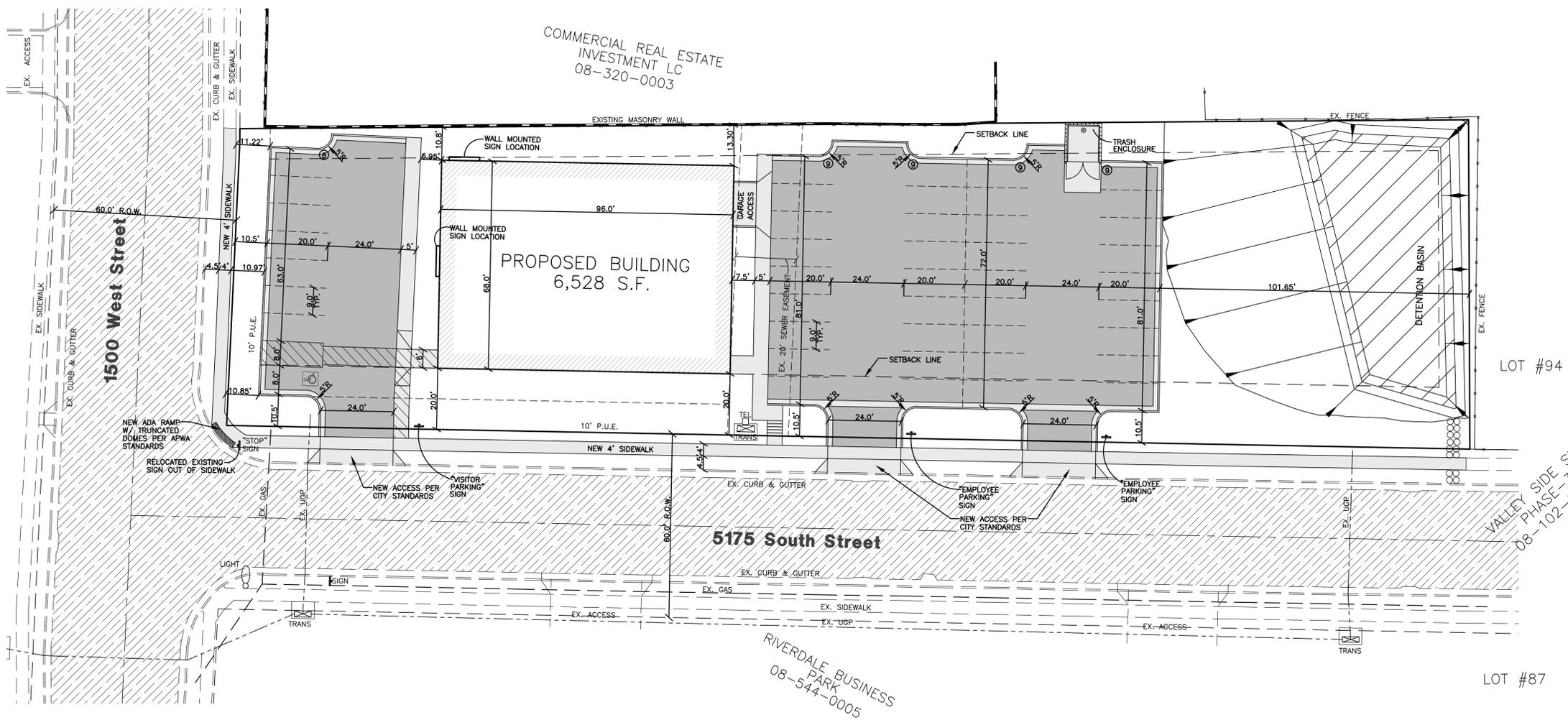
Proposed Site Plan



Project Info.

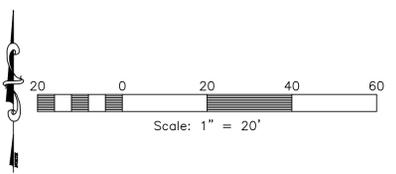
Engineer:	J. NATE REEVE, P.E.
Drafter:	R. HANSEN
Begin Date:	AUGUST 13, 2015
Name:	REEVE OFFICE BUILDING SITE PLAN
Number:	6057-05

Sheet	11
4	Sheets

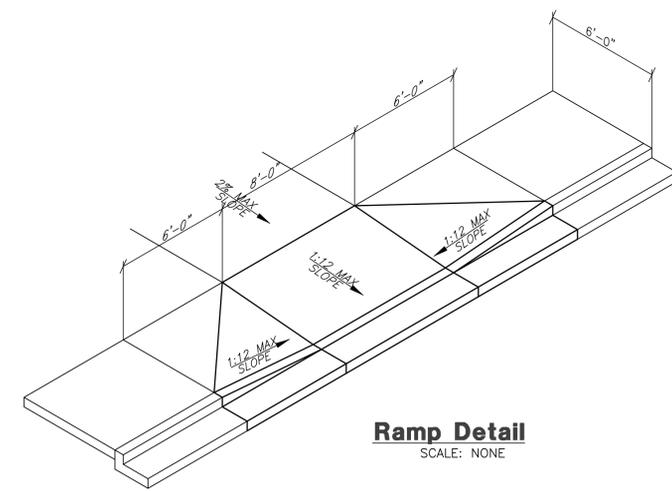


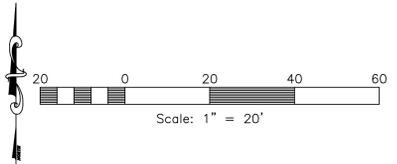
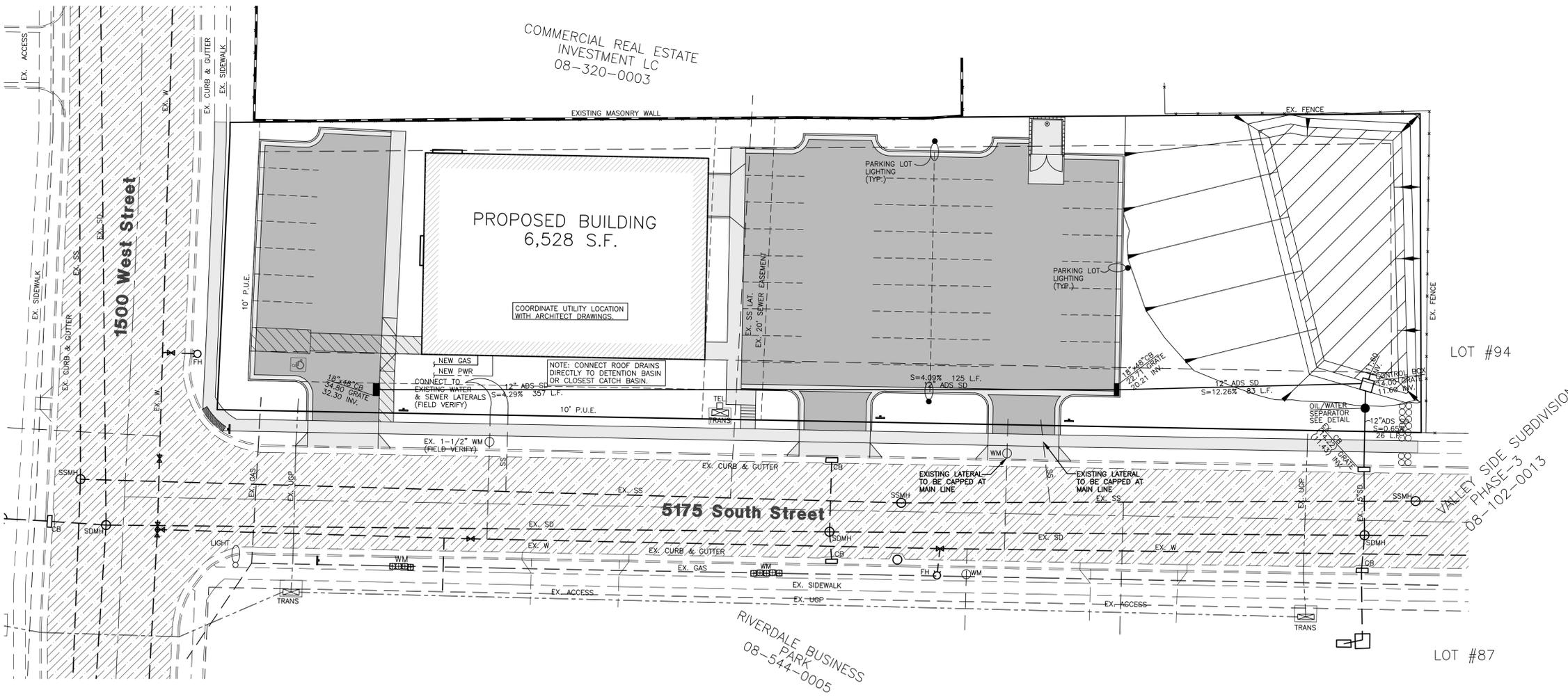
Legend

 = Accessible Route



- NOTES:**
- 1) ALL DETERIORATED OR DAMAGED SURFACE IMPROVEMENTS SURROUNDING THE PERIMETER OF THE PROJECT WILL NEED TO BE REPLACED.
 - 2) PROJECT OWNERS MUST MAINTAIN ALL PARK STRIPS ON CITY RIGHT-OF-WAYS AND ALL LANDSCAPING IMPROVEMENTS TO THE SIDES AND REARS OF THE BUILDING AND IN THE DETENTION BASIN.





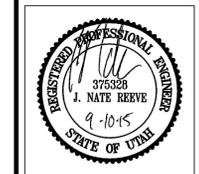
NOTE: ANY UNUSED WATER SERVICE TO BE DISCONNECTED AT THE CORP STOP

Reeve & Associates, Inc.
 920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
 TEL: (801) 621-3100 FAX: (801) 621-2666 WWW.REEVE-ASSOC.COM
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REVISIONS	DESCRIPTION
DATE	

Reeve Office Building
 RIVERDALE CITY, WEBER COUNTY, UTAH

Utility Plan



Project Info.

Engineer:	J. NATE REEVE, P.E.
Drafter:	R. HANSEN
Begin Date:	AUGUST 13, 2015
Name:	REEVE OFFICE BUILDING SITE PLAN
Number:	6057-05

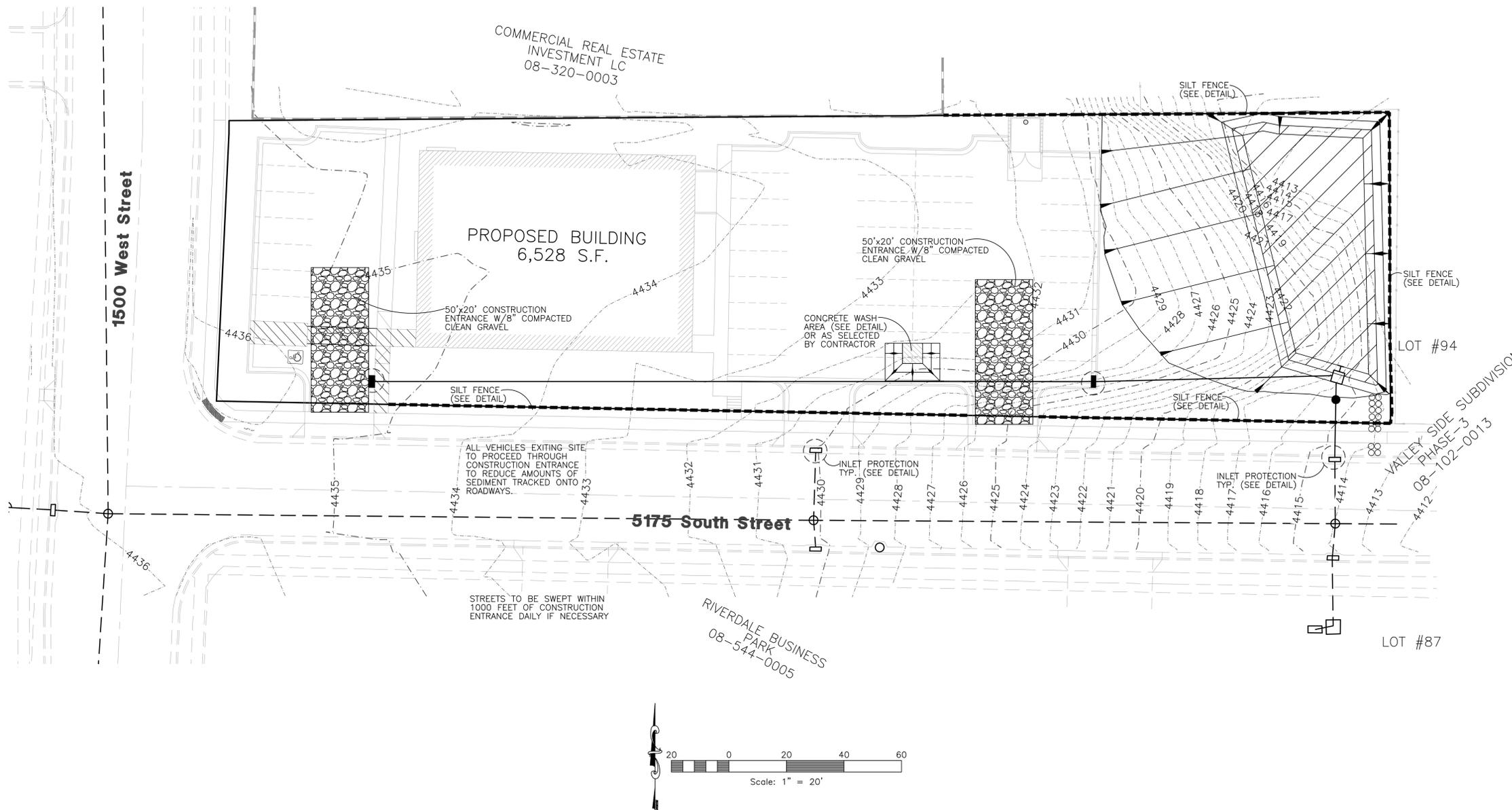
REEVE OFFICE BUILDING

Storm Water Pollution Prevention Plan Exhibit

RIVERDALE CITY, WEBER COUNTY, UTAH
AUGUST 2015



Vicinity Map
NOT TO SCALE

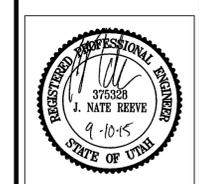


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REVISIONS	DESCRIPTION
DATE	

Reeve Office Building
RIVERDALE CITY, WEBER COUNTY, UTAH

Storm Water Pollution Prevention Plan Exhibit



Project Info.

Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: AUGUST 13, 2015
 Name: REEVE OFFICE BUILDING SITE PLAN
 Number: 6057-05

Construction Activity Schedule

- PROJECT LOCATION.....RIVERDALE CITY, WEBER COUNTY
- PROJECT BEGINNING DATE.....SEPTEMBER 2015
- BMP'S DEPLOYMENT DATE.....SEPTEMBER 2015
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....NATE REEVE (801) 621-3100
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

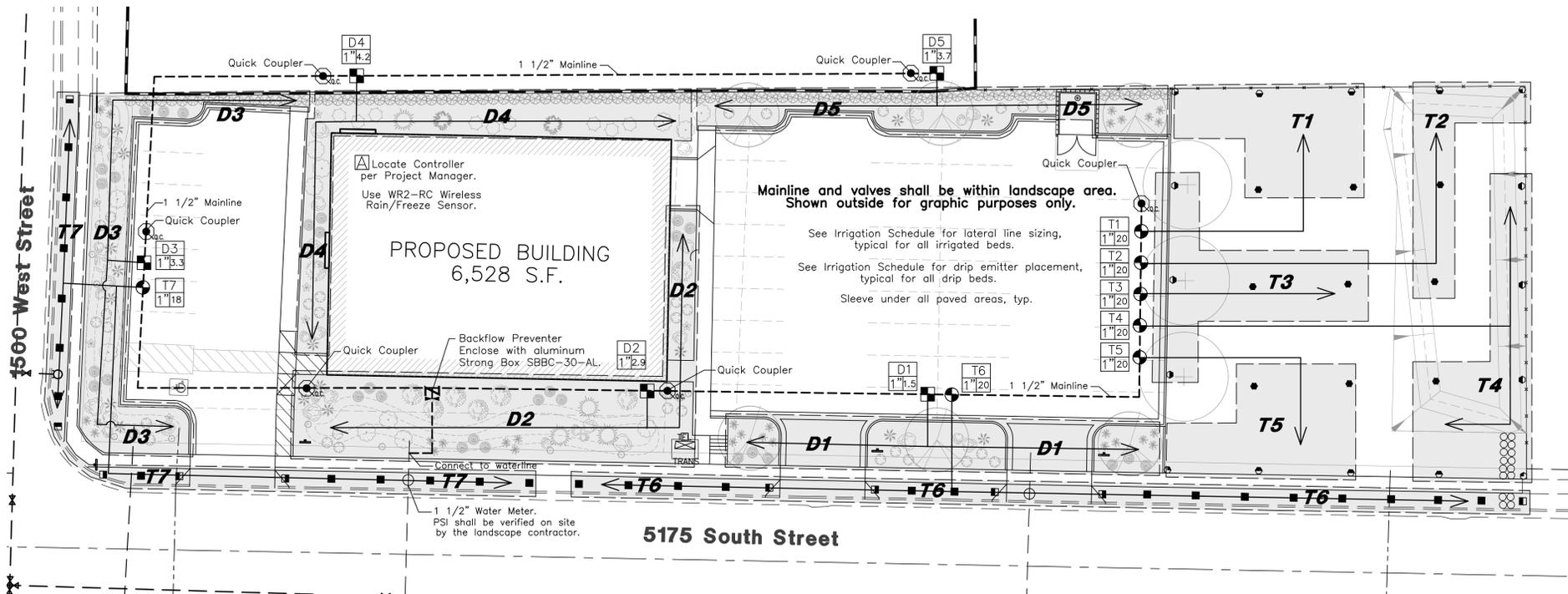
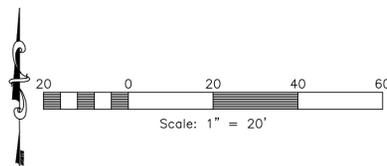
SPRINKLER NOTE

All Plant Material shown on the drawing shall be serviced by an Automatic Underground Irrigation System. The Contractor is to have a qualified Irrigation System specialist prepare a design for an Automatic Underground Irrigation System and submit drawings to the Engineer for approval at least 30 days prior to the system installation. Underground Irrigation System Drawings shall be prepared on 24"x36" sheet, neatly drawn and very legible. Drawings are to include head spacing, types of heads, piping with sizes, valves, fittings and all other items required for proper installation of the system.

The Landscape Contractor shall be responsible for the installation of all irrigation sleeves prior to placement of hard improvements. Coordinate with the General Contractor.

The Landscape Contractor is to provide an Irrigation System connection (meter and backflow preventer assembly) to the waterline, as applicable, within State and Local jurisdictional codes. The Irrigation Contractor is responsible to coordinate this item with the Utility Contractor.

The Irrigation Control Box shall be located at the direction of the Project Manager.



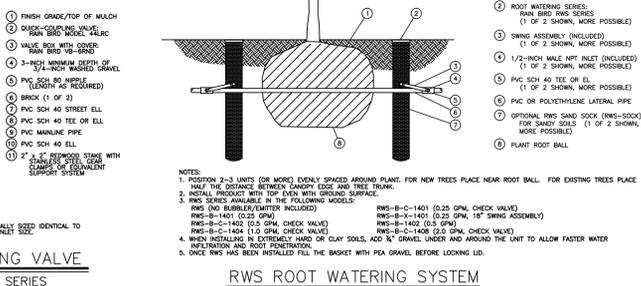
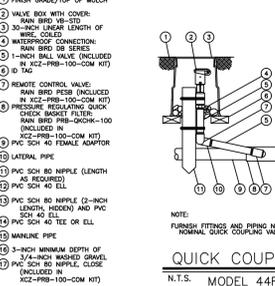
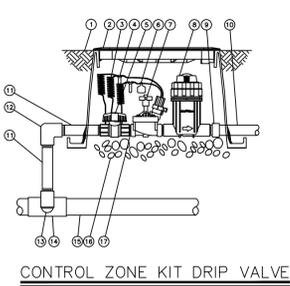
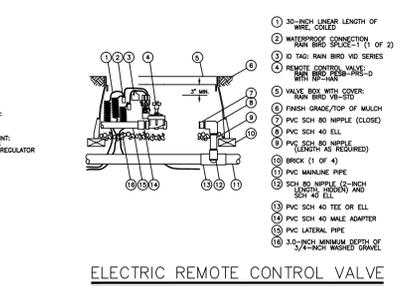
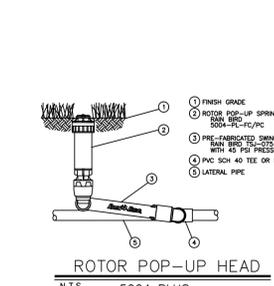
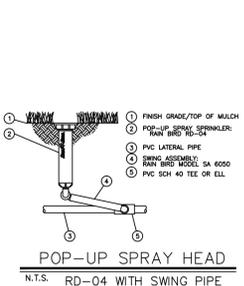
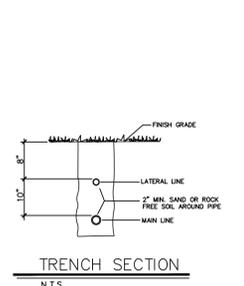
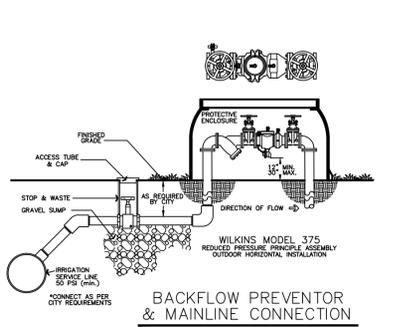
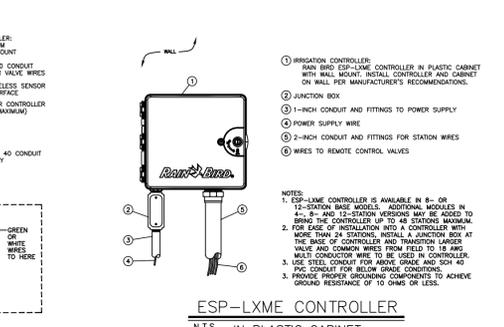
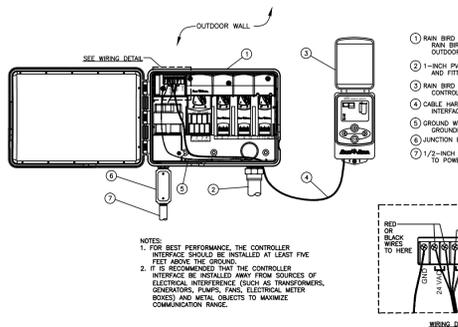
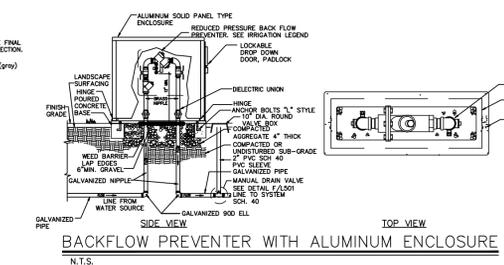
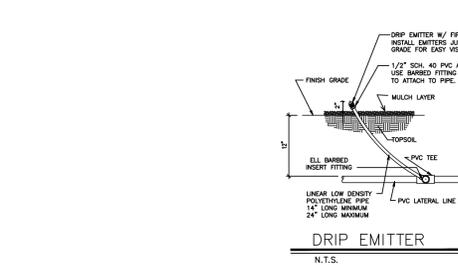
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	CATALOG NUMBER	DESCRIPTION
	RAINBIRD	RD-1800-SAM-PRS-STRIP SERIES	1800 STRIP SERIES SPRAY BODY 4'x15' AND 4'x30' TRAJECTORY
	RAINBIRD	5004-MPR-30-Q,T,H,F	BODY AND RAIN CURTAIN ROTOR NOZZLE UNIT, 30'R
	RAINBIRD	RWS-B-C-1401	ROOT WATERING SERIES, 0.25 GPM, 2 EMITTERS/TREE
	RAINBIRD	XB-T-20-PC	XERIBUG THREADED DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER/1 GAL. PLANT, 2 EMITTERS/5 GAL. PLANT.
	RAINBIRD	XCZ-100-PRB-COM	COMMERCIAL CONTROL ZONE KIT DRIP VALVE
	RAINBIRD	PEB SERIES	PRESSURE REGULATING PLASTIC VALVE
	VALVE NO & CONTROLLER		VALVE ID BOX
			1-1/2" MAINLINE - SCHEDULE 40 PVC
			LATERAL LINE - CLASS 200 PVC, SIZED AS FOLLOWS 3/4" (0-10 gpm), 1" (10-16 gpm), 1 1/4" (16-26 gpm), 1 1/2" (26-35 gpm), 2" (35-55 gpm)
	RAINBIRD	ESP 12 LXME:120 VAC ESPLXSM 4 STATION MODULE	INDOOR/OUTDOOR MOUNT BASE CONTROLLER. ADD SPECIFIED MODULE.
			SLEEVING - SCHEDULE 40 PVC, 2 SIZES GREATER THAN INTERIOR PIPE SLEEVING USED WHENEVER IRRIGATION IS PLACED UNDER PAVED AREAS.
			GATE VALVE - SIZE PER PIPE - PLACE SLEEVE OVER VALVE
	WILKINS	MODEL 375 OR EQUAL	BACKFLOW PREVENTION, SIZE AS PER CITY/COUNTY REGULATIONS.
	RAINBIRD	MODEL 44LRC	1" QUICK COUPLING VALVE
			IRRIGATION ZONES

NOTE: USE RAINBIRD HE-VAN SERIES VARIABLE ARC NOZZLES WHERE NECESSARY, FOR AREAS LESS THAN 15' RADIUS, TO MAINTAIN PROPER COVERAGE. USE R-VAN ROTARY NOZZLES FOR AREAS UP TO 24' RADIUS. DO NOT USE BOTH HE-VAN AND R-VAN NOZZLES IN THE SAME IRRIGATION ZONE.

NOTE: USE STRONG BOX SBBC 30 AL ALUMINUM BOX TO ENCLOSE BACKFLOW PREVENTER.

NOTE: USE WR2-RC WIRELESS RAIN/FREEZE SENSOR.



Reeve & Associates, Inc.
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REVISIONS	DESCRIPTION
DATE	

Reeve Office Building
RIVERDALE CITY, WEBER COUNTY, UTAH

Irrigation Plan

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
9-10-15
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafted: R. HANSEN
Begin Date: AUGUST 13, 2015
Name: REEVE OFFICE BUILDING SITE PLAN
Number: 6057-05

Sheet **11**
11 Sheets

**DEVELOPMENT AGREEMENT
REEVE OFFICE LLC
LOCATED AT 1444 WEST 5175 SOUTH
RIVERDALE CITY, UTAH**

This Development Agreement is entered into as of this ____ day of September, 2015, by and between NATE REEVE, as the developer of a project known as “REEVE & ASSOCIATES, INC OFFICE (old HAYWARD BUSINESS PARK LOT 2)” (the “Project”), located at 1444 West 5175 South in the City of Riverdale, a municipality and political subdivision of the State of Utah, by and through its City Council (the “City”).

RECITALS:

A. Nate Reeve is the developer of approximately 0.91 acres of real property located in the City of Riverdale, Weber County, Utah, known as the “REEVE & ASSOCIATES, INC OFFICE (old HAYWARD BUSINESS PARK LOT 2).” The property consists of approximately 0.91 acres, the legal descriptions and map are attached as Exhibit A, parcels of which are zoned CP-3

B. Nate Reeve is willing to design and develop the Project in a manner that is in harmony with, and intended to promote, the long-range policies; goals; and objectives of the City’s general plan, zoning and development regulations, as more fully set forth below.

C. The City, acting pursuant to its authority under *Utah Code Annotated*, § 10-9a-101, *et seq.*, and in furtherance of its land use policies; goals; objectives; ordinances; resolutions; and regulations, has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms as more fully set forth below, REEVE OFFICE LLC and the City hereby agree as follows:

1. **Approval of Overall Development Plan for Project.**

1.1 Property Affected by This Agreement. It is the intention and understanding of the parties that the development will comply with all requirements of zoning. The legal description of the Property contained within the Project boundaries is Hayward Business Park Lot 2. No additional property may be added to this description for purposes of this Agreement, except by written amendment to this Agreement executed and approved by the parties hereto. In the event that circumstances change, the parties may agreed to a deviation of the planned use and projected future phase site plans in a written amendment to this Agreement executed and approved by the parties hereto, with approval not unreasonably withheld.

1.2 Planned Uses. The planned uses in the Project, which have been approved as a part of the final site plan, include the following. All uses which are

substantially similar or incidental to those listed below shall be considered approved planned uses.

- a. Professional office;
- b. General sales warehouse and distribution;
- c. Air conditioning, sales and service and similar uses;
- d. Antique, import, or souvenir shop;
- e. Archery Shop and range, provided conducted within completely enclosed building;
- f. Bicycle Sales and service;
- g. Gymnasium;
- h. Store, excluding sale or repair of motor vehicle, motorboats, or motors;
- i. Automobile parts sales;
- j. Bakery: manufacture of goods sent to other locations;
- k. Blueprinting or Photostatting;
- l. Building material sales;
- m. Candy: Manufacture or warehouse of surplus;
- n. Carpet Sales: including warehousing of surplus;
- o. Laboratory, dental, or medical;
- p. Data processing service and supplies;
- q. Detective agency or security;
- r. Electrical and heating appliances and fixture sales and service;
- s. Electronic equipment sales and service;
- t. Employment agency;
- u. Express and transfer parcel service: store and warehouse;
- v. Food service: catering operation and warehouse;
- w. Glass sales and service for home and auto;
- x. Household appliance sales and incidental service;
- y. Household cleaning and repair;
- z. Insurance Agency;
- aa. Janitor service and supply;
- bb. Locksmith;
- cc. Office machines/supplies sales and service;
- dd. Pest control and extermination;
- ee. Photo Studio;
- ff. Printing, publishing, or reproduction sales and service;
- gg. Taxidermist;
- hh. HVAC equipment sales, service, and warehousing;
- ii. Plumbing equipment;
- jj. General construction-related businesses;
- kk. Internet sales; all other uses not listed, but allowed within zone;
- ll. Indoor shooting range.

2. Reserved, Not used.

3. The Developer represents to the City that the Plat for this proposed Development complies with all City, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances; zoning ordinances; and environmental regulations. This has been reviewed and approved by the City.

4. **Specific Architectural and Design Standards.** The Project shall comply with the specific architectural and design standards set forth below, in addition to the other applicable ordinances and regulations of Riverdale City.

4.1.1 **Landscaping Requirements.** Landscaping requirements shall include landscaping located on “REEVE & ASSOCIATES, INC OFFICE (old HAYWARD BUSINESS PARK LOT 2)

4.1.2 Approval shall include the approved landscaping as shown, which is attached hereto and incorporated by this reference. Enlarged copies will be on file with the City. This plan includes the following information:
Landscape Area: 20% Business/Commercial Areas within (including public right-of-ways; landscape to include all green planting; decorative hardscape; and xeriscape.

4.1.3 **Final Landscaping Plan.** The final landscaping plan shall be submitted for review and approval and shall include the following terms and conditions:
a. The total area under development;
b. Designed by a registered Landscape Architect;
c. A list of plants and trees and their size and location.

4.2 **Architectural Standards.** The Project shall comply with the architectural standards, which are intended to ensure that the front, side, and rear exterior treatment of the buildings shall be as generally depicted on the enlarged exhibits on file with the City.

4.3 **Parking.** The Project shall comply with the proposed parking on the site plan and which shall be depicted on the final engineering and building plans.

4.4 reserved not used.

4.5 **Signs.** The Developer represents to the City that all signage for this proposed Development complies with all City, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances; zoning ordinances; jurisdictional codes; and environmental regulations. The City shall be responsible for enforcing said ordinances.

4.6 **Utilities.** Plans for water, sewer, streets, and storm drainage shall be reviewed and approved by the Design Review Committee. All utilities,

including drainage systems; sewer; gas and water lines; electrical; telephone and communication wires and related equipment; irrigation ditches and/or pipes, shall, where possible, be installed and maintained underground. Developer shall, at developer's expense, prepare; grant; and deliver to the City, any and all necessary utility easements for any and all city owned utilities.

4.7 Equipment.

- a. Mechanical equipment (including, but not limited to components of plumbing, processing, heating, cooling, and ventilating systems) shall be appropriately screened when possible, as depicted on the approved site plan and related exhibits referenced herein, or as otherwise approved by the Design Review Committee.
- b. Any necessary exterior components of such mechanical equipment shall be approved by the Design Review Committee and integrated to the extent reasonably possible as part of the architectural design features and colors.
- c. Equipment, mechanical devices, electric transformers, utility pads, cable television and telephone boxes shall be appropriately screened, where possible, by vegetation, walls, fences, or otherwise enclosed in a manner harmonious with the overall architectural theme and character of the Project.

4.8 Additional Use Restrictions. The property shall not be used in such a manner as to create a nuisance to any adjacent sites such as, but not limited to, vibration; sound; electro-mechanical disturbance and radiation; air or water pollution; dust; emissions of noxious matter; or placement, dumping or blowing refuse, paper or other garbage.

- a. The Developer shall provide adequate sound attenuation, in accordance with the requirements of the Design Review Committee.
- b. Outside speakers, pagers and sound or music systems of any kind or nature whatsoever are strictly prohibited unless the sounds are inaudible from any residential zone.
- c. No vending machines or newspaper racks will be permitted outside of the building overhang area.
- d. Lighting may not spill over to nearby residential areas and LED lights that use less energy are encouraged. These will include both shielded and directed lighting.
- e. The Developer and/or business owner is responsible for the perpetual maintenance of the common area landscaping, open space areas and common areas of the Plat and will provide that all landscaping (trees, plants, sod, etc.) within the Plat shall be maintained and remain alive and in good quality, and disease-free.

- 4.9 Substructures, Storage/Refuse Collections, Flags and Flag Poles, Etc.
- a. All outdoor storage shall be visually screened from access streets, freeways, and adjacent property.
 - b. Refuse removal, trash collection, and lot sweeping shall occur between the hours of 7:00 a.m. and 10:00 p.m.

5. Vested Rights and Reserved Legislative Powers.

- 5.1 Vested Rights. Subject to the provisions of this Agreement, Mike Ford shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, subject to compliance with the other applicable ordinances and regulations of Riverdale City.
- 5.2 Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Mike Ford under this Agreement based upon policies; facts; and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

6. Design Review Committee.

- 6.1 The Design Review Committee shall meet on an as-needed basis to review final engineering and building plans for the Project. The Design Review Committee is authorized to grant building permit approval if the final engineering and building plans are in compliance with the provisions of this Agreement. In the event of a dispute between the Design Review Committee and the Developer, the issue (s) in dispute shall be submitted for a decision to the City Council. The Design Review Committee must review all aspects of the Project to ensure that it meets the plans approved by the Planning Commission and City Council. The Developer shall pay for any additional professional review of the projects as necessary.
- 6.2 Design Review Committed Membership and Organization. Unless otherwise listed by code, the Design Review Committee shall be:
- a. Mayor (or his designee);
 - b. City Administrator;
 - c. Building & Zoning Official;

- d. City Planner;
- e. Planning Commission Chairman (or his designee);
- f. Community Development Director; and
- g. Public Works Director.

The mayor or in his absence, the City Administrator, shall serve as Chairman of the Design Review Committee. The City Building Official shall ensure developer compliance with all decisions of the Design Review Committee. The Design Review Committee may consult with other City staff and retain the services of other consultants (such as an architect, landscape architect, or traffic engineer) as necessary to review technical compliance with the provisions of this Agreement.

7. Successors and Assigns.

- 7.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Mike Ford in the ownership or development of any portion of the Project.
- 7.2 Assignment. Neither this Agreement nor any of the provisions, terms, or conditions hereof may be assigned to any other party, individual, or entity without assigning the rights, as well as the responsibilities, under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to Riverdale City and the prior written consent of the City may also be evidenced by letter from the City to Mike Ford. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully improved, partially improved, or unimproved land by Mike Ford prior to construction of building improvement on the parcels, with Mike Ford retaining all rights and responsibilities under this Agreement. Upon completion of the development project, as defined herein, Developer shall not be required to seek approval for alienation of the project.

8. General Terms and Conditions.

- 8.1 Term of Agreement. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption by the City Council, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.
- 8.2 Agreement to Run With The Land. This Agreement may be recorded in the office of the Weber County Recorder against the Property and is intended to, and shall be, deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.

- 8.3 Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest, while providing reasonable assurances of continuing vested development rights.
- 8.4 State and Federal Law. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.
- 8.5 Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.
- 8.6 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other laws of Riverdale City.
- 8.7 Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.
- 8.8 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

9. Miscellaneous provisions.

- 9.1. City Storm-Water Management Plan. To the extent allowable under the applicable Development Regulations, stormwater entering the subject Development will be collected and transported into the existing public drainage system in accordance with those standards and conditions approved and accepted by the City.

9.1.1. Maintenance Agreement. The Developer and/or current business owner must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property

owner and all subsequent property owners. The maintenance agreement shall:

- a. Assign responsibility for the maintenance and repair of the stormwater facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
- b. Provide for a periodic inspection by the property owner for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the State of Utah who will submit a sealed report of the inspection to the public works department every five (5) years. It shall also grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.
- c. Provided that the minimum maintenance and repair needs include, but are not limited to, the removal of silt; litter; and other debris, the cutting of grass; grass cutting and vegetation removal; and the replacement of landscape vegetation in detention and retention basins and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the maintenance plan.
- d. Provide that the maintenance needs must be addressed in a timely manner, on a schedule to be determined by the public works department and homeowners' association.
- e. Provide that if the property is not maintained or repaired within the prescribed schedule, the public works department shall have the maintenance and repair done at its expense and bill the same to the property owner(s). The maintenance agreement shall also provide that the public works department cost of performing the maintenance shall be a lien against the property.
- f. The City shall have the discretion to accept the dedication of any existing or future stormwater management facility, provided such facility meets the requirements of this chapter, and includes adequate and perpetual access and sufficient areas, by easements or otherwise, for inspection and regular maintenance. Any stormwater facility accepted by the municipality must also meet the municipality's construction standards and any other standards

and specifications that apply to the particular stormwater facility in question.

- 9.2. Development Site Clean Up. The Developer shall promptly clean up any and all dirt and debris deposited on public streets or public property as a result of construction activity on the Plat. If Developer fails to clean up such dirt and debris within forty-eight (48) hours of notification by the City, the City shall clean up said dirt and debris and agrees to pay the City's costs of such cleanup within thirty (30) days of billing.

10. Default.

10.1. Events of Default.

10.1.1. Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default ("Default") under this Agreement:

- a. A warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
- b. A determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
- c. Any other act or omission, either by City or Developer, which (i) violates the terms of this Agreement, or (ii) materially interferes with the intent and objectives of this Agreement.

10.2. Procedure Upon Default.

10.2.1. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the default. After proper notice and expiration of said thirty (30) days or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Section 8.10.

10.2.2. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or

materials or reasonable substitutes therefore, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform an obligation under this Agreement, shall excuse the performance of such obligation by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

- 10.3. Breach of Agreement. Following the occurrence of a Default by Developer, after the expiration of all application notice and cure periods set forth above, City may declare Developer to be in breach of this Agreement and City (i) may elect to withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until Developer has cured such Default. In addition to such remedies, either City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
- 10.4. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance, or by withholding building permits or any other lawful means. In the event Developer violates the rules, policies, regulations or ordinances of City applicable to the Property or otherwise violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, upon given thirty (30) days written notice to Developer specifying the nature of the alleged violation and, when appropriate, the manner in which said violation must be satisfactorily cured (or such longer period as may be reasonably required by Developer, so long as Developer has commenced the cure of such violation within such thirty (30) day period and has thereafter diligently proceeded to cure such default), take such actions as shall be deemed appropriate under law until such violations have been rectified by Developer, including the withholding of building permits. City shall be free from any liability arising out of the proper exercise of its rights under this paragraph.
- 10.5. No Waiver. Failure of a 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 time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken from the same formality as the vote approving this agreement, no officer, official or agent of City has the power to amend, or

later modify this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

10.6. Attorney's Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency; bankruptcy; arbitration; declaratory relief; or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorney's fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

10.7. Notices.

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

If to the City: Riverdale City Council
4600 South Weber Drive
Riverdale, Utah 84405
Fax No.: (801) 399-5784

With a copy to: Riverdale City Attorney
4600 South Weber Drive
Riverdale, Utah 84405
Fax No.: (801) 399-5784

If to Developer: REEVE OFFICE LLC
c/o Nate Reeve
2319 E 7975 S
South Weber, UT 84405

10.8. Effectiveness of Notices. Any notices sent by certified mail shall be effective on the date on which such notice is sent. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

10.9. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

DATED as of the day and year first written above.

REEVE OFFICE LLC

By _____

It's _____

RIVERDALE CITY

Attest:

City Recorder

By
Mayor