

**PUBLIC NOTICE OF A MEETING  
OF THE CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

**February 24, 2015**

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, February 24, 2015, commencing at 6:00 P.M.

The agenda consists of the following:

**Pledge of Allegiance:** Mel Marker

**Opening Prayer, Reading or Expression of Thought:** Mel Marker

**Comments/Questions for the Mayor & Council for items not on the agenda** (public)

**Consent Items:**

- Minutes of February 10, 2015

**Business:**

6:10 P.M. 1. Discussion and Possible Approval of Creating a K-9 Program for Pleasant View City Police Department. *(Presenters: Chief Hadley and Officer Wilson)*

6:25 P.M. 2. Approval of the Ogden Metro Special weapons and Tactics (SWAT) Interlocal Agreement. *(Presenter: Ryon Hadley)*

6:40 P.M. 3. Award bid for Well #4 House & Reservoir. *(Presenter: Melinda Greenwood)*

6:50 P.M. 4. Adequacy Determination for Saunders Dental development located at Lot 10 of the Willow Brook Village Subdivision, in the vicinity of Willow Brook Lane and Highway 89 (TIN: 17-217-0010). *(Presenter: Valerie Claussen)*

7:10 P.M. 5. Background screening policy for recreation coaches. *(Presenter: Valerie Claussen)*

7:20 P.M. 6. Closed Meeting.

7. Action items from closed meeting.

**Other Business**

**Adjournment**

*The City Council at their discretion may change the order and times of the agenda items.*

*In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.*

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

**February 10, 2015**

**The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 6:01 P.M.**

<b>MAYOR:</b>	Toby Mileski	
<b>COUNCILMEMBERS:</b>	Scott Boehme Jerry Burns Michael Humphreys ( <i>absent</i> ) Steve Gibson Mel Marker	
<b>STAFF:</b>	Melinda Greenwood Valerie Claussen	Laurie Hellstrom Ryon Hadley
<b>VISITORS:</b>	Terrie Stephenson Downen Rydalch David Hover Cooper Swenson Mark Stuart Tony Pitman	Jarom Barker Dawson Pitcher Van Henrie Gage Miner Brent Barker Andy Nef

**Pledge of Allegiance:** Boy Scout Troop 52

**Opening Prayer, Reading or Expression of Thought:** Toby Mileski

**Comments/Questions for the Mayor & Council for items not on the agenda.**

Brent Barker: thanks for allowing the Boy Scout Troops to attend the meetings.

**Consent Items:**

Motion was made by CM Boehme to approve the minutes of January 27, 2015 and the bills of Pleasant View City. 2<sup>nd</sup> by CM Burns. Voting Aye: CM Boehme, CM Burns, CM Marker, and CM Gibson. Motion passed 4-0.

**1. Public Hearing - Discussion and possible action on ZTA 14-038, a text amendment to the Municipal Code Title 18, Chapter 18.42 for the inclusion of supplementary standards regarding temporary outdoor storage continued from the January 13, 2015 Meeting. (Presenter: Valerie Claussen)**

Motion was made by CM Burns to continue the public hearing from January 13, 2015 on the discussion and possible action on ZTA 14-038, a text amendment to the Municipal Code Title 18, Chapter 18.42 for the inclusion of supplementary standards regarding temporary outdoor storage. 2<sup>nd</sup> by CM Gibson. Voting Aye: CM Boehme, CM Burns, CM Marker, and CM Humphreys. Motion passed 4-0.

Valerie Claussen: the planning commission recommended approval with changes. The changes were reviewed. CM Boehme: this is for commercial areas not residential?

Valerie Claussen: yes. CM Burns: for commercial sites outside storage functions of the

business is allowed but not outside storage (lease space). CM Boehme: there are some chain-link fences with slats are already there but you can see through fence cracks. Why not require solid fences? Valerie Claussen: the partial answer is that there is already so much existing fencing there. Is it important to have solid fencing? CM Boehme: yes. We are too lax. Mayor Mileski: vinyl fences blow over. CM Boehme: there are a lot of solid fence materials. Valerie Claussen: the planning commission would be okay to be more stringent. CM Boehme: other communities are more stringent. Scratch chain-link fences. CM Gibson: junk is junk. Solid fences could be written on and also look bad. I don't know if you can put that required cost on businesses. CM Boehme: other communities do. CM Gibson: we are trying to hide something. CM Boehme: a chain-link fence doesn't. CM Gibson: we should at least require the minimum. Valerie Claussen: that is all you will get - the minimum. CM Boehme: step up our standards. CM Gibson: the place needs to look nice. CM Boehme: there is a lot of new commercial coming. Valerie Claussen: in the Gateway Zone if there are personal items stored there we never go after the owners. It is complaint driven. Mayor Mileski: the Gateway and Mix are the majority zones. Will we be getting any Gateway type businesses? Valerie Claussen: maybe. Mayor Mileski: looking forward, if Parkland Drive extends to the north in the EDA area then we might be looking at light industrial or manufacturing uses. A 6' fence will not be located in the front of the building but on the side and rear of the building. Outdoor storage will regulate itself. Valerie Claussen: there are no changes proposed in the nuisance ordinance. The language in the commercial gateway already talks about a buffer where it abuts noncommercial. CM Boehme: what if we stipulate the use of chain-link in the rear part of a lot and a solid fence in front or on corner lots. Anything parallel with a street has to have a solid fence. Mayor Mileski: what about the gates? Valerie Claussen: I would request that we bring back a clean ordinance to the council with all the proposals. CM Marker: dumpsters at businesses have solid gates. CM Burns: I agree that we need an enhancement. We don't want to look like Ogden. Frontage should have formal upgraded fencing in keeping with what we want our community to look like. CM Gibson: landscaping and fencing would look better or it could also be ugly. Mayor Mileski: I like requiring solid fencing parallel to streets. Landscaping in front of gates could be an option. Valerie Claussen: businesses want to optimize their space and will not want to step back for landscaping. CM Gibson: we want to make the city welcome these organizations. Limited government is always better. The question is on what is too high of a demand. We need to drive someday to these other cities. Mayor Mileski: fences save on police calls. Mayor Mileski asked for comments from the public. Tony Pitman: I would like to see upgraded solid fencing. My concern is that there are existing fences and it may start looking like a mix-match area unless we find a way of upgrading everyone. Maybe we need to market the area to companies that are additional costs with a higher level of fencing but it is an upgraded area. CM Boehme: we can require this. This is an EDA area and we are paying incentives to them to come. That shouldn't be difficult for them. Gage Miller: have rules so things look nicer.

Motion was made by CM Boehme to continue the public hearing to March 10, 2015 to have staff make updates to the ordinance. 2<sup>nd</sup> by CM Gibson. Voting Aye: CM Boehme, CM Burns, CM Marker, and CM Gibson. Motion passed 4-0.

## **2. Discussion and approval of the Basement Rental Policy. (Presenter: Melinda Greenwood)**

Motion was made by CM Marker to approve the Basement Rental Policy recommend by the City Administrator. 2<sup>nd</sup> by CM Burns. Voting Aye: CM Boehme, CM Burns, CM Marker, and CM Gibson. Motion passed 4-0.

**3. Cancel the August 11, 2015 City Council Meeting due to primary elections.**

Motion was made by CM Gibson to cancel the August 11, 2015 City Council Meeting due to primary elections. 2<sup>nd</sup> by CM Gibson. Voting Aye: CM Boehme, CM Burns, CM Marker, and CM Gibson. Motion passed 4-0.

**OTHER BUSINESS:**

Mayor Mileski: tomorrow at Weber Basin is the water right protests. We are protesting Gushing Springs, Randy Marriot's secondary water source in North Ogden and our well is being protested upon. Pickleball's RFP has been sent to the paper for advertisement. Lacrosse is not being funded by RAMP this year. There is a 2.5% increase in our CWSID bill. I am working on the big truck parking issue in Parkland Subdivision and on 2700 N.

Melinda Greenwood: the cost estimate on the well and reservoir is \$825K. The bond will be for a lesser amount. Bank of Utah is still holding the rate for us. Though the rates are lower than last year it would be hard to find an institution that would want to bond for a smaller cost project if we thought we could shop for a better interest rate. Staff is working with the Ombudsman regarding Harris Hills. We have talked with Carson Jones and Leroy Harris today. We are looking at the Little Missouri for a more accurate zone and maybe there will be a shift in the zone. We also need to look at our source protection ordinance. We will be talking tomorrow about rumble strips. We may get noise complaint from using them. I am involved in two ULCT committees.

CM Gibson gave a Mosquito Abatement update. We are three to four weeks ahead in Mosquitos. We need to put in the newsletter about their spraying service. We also need to let residents know that the fog kills beehives and they need to notify the Mosquito Abatement so they know where the beehives are at. I still would like the City Administrator's project list.

CM Burns: the first Founder's Day Meeting will be March 3, 2015 at 1:00. The signage at Shady Lane Park is coming forth.

CM Boehme: I will absent at the February 24<sup>th</sup> City Council meeting.

Valerie Claussen: March 17<sup>th</sup> is the public workshop on 2700 N Corridor. An Adequacy Facility application will be heard at your next meeting.

Ryon Hadley presented their Police Department's statistics for the 2014 year and for the month of January. We may be able to fund cameras from the alcohol grant.

**Adjournment: 8:19 P.M.**



**PLEASANT VIEW POLICE DEPARTMENT**

520 West Elberta Drive  
Pleasant View, Utah 84414

Ryon M. Hadley  
Chief of Police

Phone (801) 782-6736  
Fax (801) 782-2058

02/24/15

**Police Canine Dog Proposal**

**Objective:** Obtain a dual purpose police K-9 dog for use in the city police department.

Dog to be assigned to a patrol officer for the purpose of drug interdiction.

Dog to be trained as dual purpose search, scent tracking and apprehension.

**Benefits:** Officer safety and backup assistance.

Weber High School locker drug searches.

Missing persons and building searches.

Criminal apprehension, public relations, dog demonstrations.

**Costs:** Dog purchase, Donated from police K-9 dog breeder, no charge.

Police Officers Standards & Training P.O.S.T. 8 week certification, no charge.

Estimated yearly food and Vet. Expense. \$1000 plus budgeted equipment.

K-9 dog patrol truck. Current PVPD patrol fleet vehicle.

Fiberglass (reinforced window) remote truck shell (Sam Evans Co) \$1700.

K-9 care and kennel provided by assigned PVPD officer.

**Training:** Weekly training assisted by Weber County Sheriffs Office K-9 unit.

**Other:** The dog to be donated will be raised as a puppy by the officer for 14-16 months then put through the certification training in the summer of 2016.



**PLEASANT VIEW POLICE DEPARTMENT**

520 West Elberta Drive  
Pleasant View, Utah 84414

Ryon M. Hadley  
Chief of Police

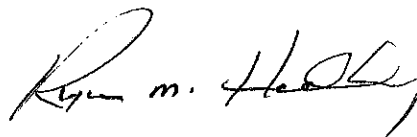
Phone (801) 782-6736  
Fax (801) 782-2058

**Weber Morgan Narcotics Strike Force  
Interlocal agreement**

**02/24/15**

The Weber Morgan Narcotics Strike Force is a multi-county run law enforcement team that has the responsibility of locating illegal drugs and the traffickers of these drugs in the Weber County and Morgan County area. The under cover agents are police officers from the police agencies within the two county area. The participating Police and Sheriffs departments either provide manpower or financial assessments to the organization with interlocal agreement contracts. Attached is the last billing and contract for the physical year 2014-15 for the sum of \$4,044.50.

The team has done an outstanding job with drug interdiction in Weber County, ~~Morgan County and in Pleasant View City.~~ It is my recommendation that the interlocal agreement be reviewed and approved for our current and future participation in this unit.



**Ryon M. Hadley  
Chief of Police**



**WEBER/ MORGAN NARCOTICS STRIKE FORCE**  
P.O. Box 12848, Ogden, UT 84412-2848  
(801) 629-8114 Fax: (801) 629-8128  
Lt. Troy Burnett, Commander

July 1, 2014


Chief Scott Jackson  
Pleasant View Police Department  
520 W Elberta Drive  
Pleasant View UT 84414

Chief Jackson:

This letter is a request for the City Contribution per the interlocal agreement with Pleasant View Police Department to be paid to WMNSF for the period of July 1, 2014 through June 30, 2015. The total amount due is \$4,044.50. Please consider this an invoice for you to remit payment.

If you have any questions, please feel free to give me a call.

Sincerely,

  
Troy Burnett  
Lieutenant  
WMNSF

PLEASE PAY  
# 10-54-020



**OGDEN METRO SPECIAL WEAPONS AND TACTICS  
TEAM (SWAT) INTERLOCAL AGREEMENT**

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This is an agreement by and among the undersigned parties for joint and cooperative action in operating an Interlocal Law Enforcement Special Weapons and Tactics unit, to be known as the Ogden Metro SWAT Team. The Agreement will be considered signed and effective as of the 1st day of January 2014 even though the actual signatures may be placed on the agreement on different dates. The Agreement is made and executed by and among the following undersigned jurisdictions:

Ogden City  
Roy City  
South Ogden City  
Riverdale City  
North Ogden City  
Pleasant View City  
Harrisville City  
Weber County  
Morgan County  
Weber State University

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**RATIONALE FOR ESTABLISHING THE SWAT TEAM**

**WHEREAS**, 11-13-101 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, and more specifically 11-13-202(1)(d), authorizes public agencies to enter joint agreements for the promotion of police protection; and

**WHEREAS**, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

**WHEREAS**, all of the parties hereto have experienced within their jurisdictions a need for a special response team to deal with and neutralize threats created by barricaded suspects, hostage situations, violent and dangerous incidents, jail disruption and other unusual law enforcement problems that standard police operations are not capable of dealing with ; and

**WHEREAS**, an effective law enforcement response to these types of dangerous situations requires experienced officers with extensive training and therefore the most effective and cost efficient response should be on a multi-jurisdictional and multi-discipline basis.

**NOW THEREFORE**, the parties hereto mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:



**SECTION ONE  
OPERATION OF SWAT TEAM**

- 1.1 The parties agree to act cooperatively as the Ogden Metro SWAT Team (hereinafter SWAT Team) to respond to barricaded suspects, hostage situations, violent and dangerous incidents, jail disruptions, V.I.P. protective details, counter sniper operations and other unusual law enforcement problems within the Weber and Morgan County Areas.
- 1.2 Pursuant to 11-13-202.5(2)(b), this Agreement does not contemplate the creation of a separate legal entity to provide for its administration and none shall be required. Pursuant to 11-13-202(4) this Agreement shall be administered and fiscally managed by the Weber County Sheriff's Office under the terms and conditions of the agreement.

**SECTION TWO  
ADMINISTRATIVE BOARD**

2.1 The SWAT Team shall be coordinated by an Administrative Board acting in an advisory capacity.

2.1.1 Administrative Board

A. The Administrative Board shall consist of the Weber and Morgan County Attorneys and the head of each participant's law enforcement agency or a duly appointed representative, as determined by the participant.

B. The duties of the Administrative Board shall be to:

1. Review the activities of the SWAT Team;
2. Recommend a SWAT Team Commander that is a Certified Law Enforcement Officer and is, or will be, employed by a participating agency;
3. Issue an annual report of the preceding year's activities to the participants;
4. Conduct program evaluation;
5. Seek federal and state grant money as may be available;
6. Recommend operating policies as needed;
7. Recommend appropriate training; and
8. Recommend and monitor the budget.

**SECTION THREE  
SWAT TEAM OPERATION**

3.1 The purpose of the SWAT Team is to support the participating police departments, sheriff's offices and any other requesting law enforcement agencies with a tactical response to critical incidents. Critical incidents are more fully defined in the SWAT Team policy but include hostage

situations, barricade situations, sniper situations, high risk apprehension, high risk warrant service, high risk jail interdictions, forced cell extractions, personal protection and special assignments.

3.1.1 Field operations and day to day administration of the SWAT Team shall be coordinated by SWAT Team, Commander.

~~A. The SWAT Team Commander shall be a Certified Law Enforcement Officer, recommended by the Administrative Board and appointed by the Weber County Sheriff, to serve as the SWAT Team administrator.~~

B. The SWAT Team Commander shall direct the SWAT Team activities.

C. The SWAT Team Commander shall be responsible for the administrative activity of the SWAT Team including maintaining financial and operation records and reporting as required by the Weber County Sheriff.

D. The Unit Commander shall perform such other duties as may be required by the Weber County Sheriff.

3.1.2 All SWAT Team Members shall be Certified Law Enforcement or Correctional Officers as defined by the laws of the State of Utah (duel certification is encouraged), or paramedic or intermediate emergency medical technicians attached to the team to provide emergency medical treatment to injured parties.

~~A. Each participating agency shall have the right to recommend which personnel should be added as a SWAT Team member.~~

B. Final appointment to the SWAT Team will only be made after the prospective member has gone through the selection process as approved by the SWAT Team Commander, has successfully completed the basic SWAT Operators course and has demonstrated his/her ability to meet or exceed the minimum SWAT Team standards regarding physical fitness, general health, eyesight, hearing, and the ability to qualify to SWAT Team standards with basic SWAT Team Weapons.

C. Each applicant must possess an exemplary character as evidenced by having no disciplinary action taken against him/her within the preceding three years which resulted in time off without pay.

3.1.3 The participant agencies agree that SWAT Team activations shall take precedence, for their SWAT Team members, over all other assignments within their respective agencies.

3.1.4 During SWAT Team activations, SWAT Team members will be subordinate to the SWAT Team Commander, regardless of their rank within their own agency, until the SWAT Team commander determines that the activation is over.

## **SECTION FOUR SCOPE OF JURISDICTION**

4.1 All of the participant agencies acknowledge that the territorial jurisdiction of the SWAT Team is the Weber / Morgan County Area. The signatories hereto expressly authorize Team operations to be conducted within their respective geographic boundaries. SWAT Team Members from jurisdictions other than where the operation is conducted, shall not be considered agents of the operations jurisdiction nor shall such jurisdiction assume any liability for the actions of the SWAT Team except as provided in Section Seven.

4.2 Participating agencies may request assistance from the SWAT Team. The SWAT Team will not respond to an incident without a specific request from the law enforcement agency that has jurisdiction over the incident.

4.3 Other agencies, not original parties to this Agreement, may join the SWAT Team with approval of the Administrative Board. The SWAT Team may provide services, on request, to any agency without granting membership status to that agency.

## **SECTION FIVE COMPENSATION FOR SERVICES**

5.1 A requesting agency who is a participant to this agreement shall not be obligated beyond the terms and conditions of this agreement to compensate the SWAT Team or SWAT Team Member Agencies for services rendered by or injuries to any member of the SWAT Team, or for the use or damage to the SWAT Teams equipment. The requesting jurisdiction shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the SWAT Team. Each participant hereto expressly waives any and all claims of whatever type or nature against any other participant or its personnel, arising from the performance of this Agreement.

## **SECTION SIX SWAT TEAM FUNDING**

6.1 Each participant hereto shall absorb all costs associated with their participation in the SWAT Team. All salaries including benefits and other obligations, of officers and staff assigned to the SWAT Team shall be paid by the contributing jurisdiction. Similarly, all costs of equipment contributed for use by the SWAT Team shall be borne by the contributing entity. Each participant agrees to supply resources to the SWAT Team. The number of personnel, the level of personnel involvement and the amount or type of equipment to be contributed by each participant will be determined by the police chief/sheriff of each participant in consultation with the SWAT Team commander.

6.2 The Administrative Board will recommend an operating budget for general costs incurred not directly attributable to any participant. In an annual budget meeting the Administrative Board shall

review the budget and expenses of the past year; review the proposed budget expenditures for the coming fiscal year prepared by the SWAT Team Commander; and approve or modify the proposed budget. Weber County insurance costs, directly attributable to Swat Team operations, will be included as part of the operating budget.

6.3 Following the Administrative Board's approval of the proposed budget, the Administrative Board shall calculate assessments to the participants for the coming fiscal year using a formula developed by the Administrative Board and approved by the member agencies. Once the Administrative Board has approved the budget and any assessments, the budget shall be provided to the Weber County Sheriff for inclusion in the county's budget.

6.3.1 Assessments to member agencies shall be paid within 30 days after the beginning of the participant's fiscal year unless other arrangements have made with the unit commander and approved by the Administrative Board.

6.4 The SWAT team commander shall obtain the needed office and storage space for the SWAT Team.

## **SECTION SEVEN INSURANCE AND PARTICIPATING MEMBER LIABILITY**

7.1 The SWAT Team Administrative Board, Team Commander and SWAT Team operations will be considered activities of the Weber County Sheriff's Office for purposes of liability under Utah Code Section 63G-7-101 et. Seq (Governmental Immunity Act.)

7.2 Weber County shall provide General Liability, Public Officials Liability and Law Enforcement Liability coverage with limits prescribed by Weber County and agreed upon by the Administrative Board for the purpose of defending and indemnifying participating agencies and officers.

7.3 All authorized members of the SWAT Team will be considered "employees" of Weber County while performing as SWAT Team members for purposes of Utah Code Section 63G-7-902(1).

7.4 Each SWAT Team member will be considered an employee of their participating agency during all SWAT Team activities for purposes of receiving workers compensation and occupational disease benefits under Utah Code Section 34A Chapters 2 and 3.

7.5 In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled. Each participant shall indemnify its own officers for any claim of liability exceeding SWAT Team liability policy limits, arising while participating with the SWAT Team.

## SECTION EIGHT DURATION AND DISSOLUTION

8.1 This Agreement shall be in effect for an indefinite period of time not to exceed 50 years, provided, however, that:

~~8.1.1~~ Any party may withdraw from the SWAT Team created by this agreement at the end of any fiscal year by giving 30 days written notice to the Administrative Board.

8.1.2 The Administrative Board may terminate the Agreement upon a majority vote of the total membership of the Administrative Board.

A. Upon withdrawal of any party, the withdrawing party shall retain any property it allowed the SWAT Team to use. Upon termination of this agreement, any property obtained in common shall be sold and the proceeds and any other cash funds will be divided among the current participants in proportion to their most recent annual contribution of cash and personnel.

B. Any period of time stated in this Agreement shall be computed from the date of this Agreement as specified above.

## SECTION NINE INJURY OR DEATH/PERSONNEL STATUS

9.1 If any member of the tactical team is killed or injured, while in the performance of this agreement, outside the territorial limits of that member's office or department, it shall be treated the same as if that person were killed or injured while functioning within his own territorial limits. Any such injury or death will be considered to be in the line of duty.

9.1.1 The personnel utilized to perform SWAT services under this agreement shall be deemed and remain the employees, officers, agents, and representatives of their respective office or department except to the extent agreed to in Section Seven of this Agreement, and shall not be considered as the employees, officers, agents, or representatives of a requesting party.

9.1.2 Each Party shall be solely responsible for providing Worker's Compensation, insurance, wages and benefits, and any other claims due or claimed to be due for or from its own personnel who provide SWAT services under this agreement and each party to this agreement shall hold the other parties to this agreement harmless from such responsibility and any claims arising from its personnel for such items.

## SECTION TEN POLICY AND PROCEDURES

10.1 All participants hereto agree that their personnel working on SWAT Team activities shall follow SWAT Team Policy and Procedures, regardless of conflicts with their own participating

agency's policy and procedure. If no SWAT Team policy or procedure applies, each officer shall be bound by his/her own department's policies while performing SWAT Team Activities.

10.2 The SWAT Team shall have no authority to discipline an officer except that the SWAT Team Commander may suspend an officer from the SWAT Team and make recommendations to the Administrative Board and to a participating agency.

10.3 All assignments within the Team, especially including leadership positions, are at the discretion of the SWAT Team Commander. The SWAT Team Commander appoints team members to leadership positions and may remove them from those roles regardless of Section 10.2 if it is determined to be in the best interests of the SWAT Team.

## **SECTION ELEVEN MISCELLANEOUS**

### 11.1 Warranties of Participants

Each Participant represents and warrants that:

- (i) it is a public agency or public entity within the meaning of the Governmental Immunities Act and the Interlocal Cooperation Act; and
- (ii) it is duly authorized to execute and deliver this Interlocal Agreement; and
- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which such Participant is a party or to which its property is subject, which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforce-ability of this Interlocal Agreement, or b) otherwise materially and adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

### 11.2 Documents on File

Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.

### 11.3 Amendment

This Agreement may be changed, modified or amended by written agreement of the Participants and by complying with all applicable requirements of the Interlocal Cooperation Act.

### 11.4 Effective Date

This Interlocal Agreement shall become effective on the date above stated unless each of items (i) through (iii) of this section are not met as of that date, in which case this agreement shall become effective immediately upon:

- (i) Adoption and execution of a resolution approving this Agreement by each of the Participants;
- (ii) Approval as to form by each of the respective participant agency's Attorneys; and
- (iii) Executed copies of this Interlocal Agreement are placed on file with the Keeper of the Records of each of the Participants.

#### 11.5 Laws of Utah

It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

#### 11.6 Severability of Provisions

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if the remaining agreement conforms to the terms and requirements of applicable law.

#### 11.7 Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

#### 11.8 Broad Construction

The Participants intend that the joint and cooperative undertaking contemplated in this Agreement be broadly construed to include all actions, undertakings and objectives permitted or contemplated by any provision of the Interlocal Cooperation Act, and any other applicable law, where such provisions relate to fostering and protecting public safety. This Agreement shall be construed broadly to accomplish the purposes and objectives set forth herein and pursuant to State law.

#### 11.9 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### 11.10 Joint and Several Liabilities

Except as provided herein, no Participant agrees or contracts to be held responsible for any claims made against any other Participant. The Participants intend to operate the SWAT Team only within the scope herein set out and have not herein created as between Participant and Participant any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other Participant.

(SWAT Interlocal Agreement)

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing body as required by law and join and give effect to this Agreement to be effective as of the date above stated.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_ Chair

Commissioner Bell voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Zogmaister voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch  
Weber County Clerk/Auditor

Approved as to form and compatible with state law:

\_\_\_\_\_  
Weber County Attorney



(SWAT Interlocal Agreement)

CITY OF Pleasant View

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

Approved as to form and compatible with state law:

\_\_\_\_\_  
City Attorney




CONSULTING ENGINEERS

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MEMORANDUM

TO: Pleasant View City Mayor and City Council

FROM: Brandon K. Jones, P.E.  
Pleasant View City Engineer 

CC: Melinda Brimhall – Pleasant View City Administrator

RE: **WELL HOUSE #4 AND RESERVOIR PROJECT**

Date: February 19, 2015

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Today, February 19, 2015 at 2:00 pm., bids were opened for the WELL HOUSE #4 AND RESERVOIR PROJECT. Eleven bids were received. The results of the bidding are shown on the enclosed Summary of Proposals Received. We have checked the bids and found only minor errors.

We have reviewed all bids and recommend that the council award the project to **FX CONSTRUCTION**, based upon their experience in doing similar work, their good references and their low bid of **\$768,501.00** (see attached Summary of Proposals Received). We feel that these prices are very competitive and are pleased with the results.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project to **FX CONSTRUCTION** with their bid of \$768,501.00. Please sign the Contract Agreements and the Notices of Award and return them to our office. We will deliver the documents to the contractor for their signature. In addition to the signed Notice of Award and Contract Agreement, the Contractor is also responsible to submit the following within 10 days:

1. Performance Bond
2. Payment Bond
3. Insurance Certificates

When these documents have been received, we will schedule a Preconstruction Conference. At this conference we will issue a Notice to Proceed and discuss the construction details with the contractor prior to beginning the work. The contractor has 180 calendar days following Notice to Proceed to complete the work.

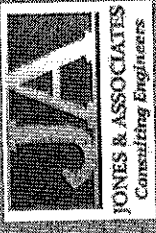
**BID OPENING**

DATE: February 19, 2015  
TIME: 2:00pm

PLACE: Pleasant View City Office

**SUMMARY OF PROPOSALS RECEIVED**

Client: Pleasant View City Corporation  
Project: Well House #4 and Reservoir Project



ITEM	DESCRIPTION	QUA.	UNIT	ENGINEER'S ESTIMATE		FX CONSTRUCTION		PROBUID CONSTRUCTION		STAPP CONSTRUCTION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Work and materials necessary to comply with UPDES storm water regulations. Item includes preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) and filing the Notice of Intent (NOI) (See sheets 21 and 22 for recommended BMPs).	1	L.S.	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
2	Clear and grub site to grade indicated on plan of all vegetation and organic material. Includes, sod, weeds, grasses, bushes, small trees (less than 6" in diameter), etc. including root material. Area includes access roads, reservoir and well house site and drainage easement. (approx. 62,000 s.f.). All grubbed materials to be hauled off and disposed of. Separate and stockpile topsoil for use on reservoir slopes and roadway shoulders.	1	L.S.	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00
3	Construct access road as per plan from 4575 North to fence gate at reservoir site. Stockpile clean fill material on-site (approximate cut = 1,485 c.y., Fill = 80 c.y.).	1	L.S.	\$15,000.00	\$15,000.00	\$10,600.00	\$10,600.00	\$8,500.00	\$8,500.00	\$14,650.00	\$14,650.00
4	Excavate for the new reservoir and well house and stockpile material on-site. Backfill the reservoir and well house according to the grading plan including access roads and parking areas with the stockpile material (approximate cut = 5,000 c.y., Fill = 5,200 c.y.)	1	L.S.	\$35,000.00	\$35,000.00	\$24,100.00	\$24,100.00	\$27,000.00	\$27,000.00	\$75,000.00	\$75,000.00
5	Grade existing roadway on 4575 North from 350 West to access road using stockpiled native material from on-site (approximate fill = 150 c.y.)	1	L.S.	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
6	Place and grade excess stockpile material on-site to fill in old access road.	1,025	c.y.	\$5.00	\$5,125.00	\$3.00	\$9,225.00	\$9.00	\$9,225.00	\$10.00	\$10,250.00
7	Furnish and install 6" thick of imported 3" minus granular fill on all access roads and parking areas.	700	ton	\$15.00	\$10,500.00	\$24.00	\$16,800.00	\$23.00	\$16,100.00	\$15.00	\$10,500.00
8	Furnish and install biodegradable erosion control mat on reservoir slopes. Use North American Green SC150.	800	s.y.	\$3.00	\$2,400.00	\$2.50	\$2,000.00	\$1.64	\$1,312.00	\$2.36	\$1,898.00
9	Furnish and install permanent turf reinforcement mat in roadside ditches. Use North American Green VMAX3 SC250.	250	s.y.	\$5.00	\$1,250.00	\$6.00	\$1,500.00	\$5.52	\$1,380.00	\$4.63	\$1,207.50

**BID OPENING**

DATE: February 19, 2016

TIME: 2:00 pm

PLACE: Pleasant View City Office

**SUMMARY OF PROPOSALS RECEIVED**

Client: Pleasant View City Corporation

Project: Well Hole #4 and Reservoir Project



ITEM	DESCRIPTION	QUA.	UNIT	ENGINEER'S ESTIMATE		FX CONSTRUCTION		PROBUILD CONSTRUCTION		STAPP CONSTRUCTION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
10	Furnish and install native grass seed mixture on all bare soil slopes outside of the roadway surface. Apply @ 2 lb. / 1,000 s.f.	3,550	s.y.	\$0.50	\$1,775.00	\$2.00	\$7,100.00	\$0.75	\$2,662.50	\$0.79	\$2,804.50
11	Remove and dispose of existing tree (7"-12" diameter)	8	each	\$500.00	\$4,000.00	\$250.00	\$2,000.00	\$250.00	\$2,000.00	\$400.00	\$3,200.00
12	Remove and dispose of existing tree (13"-18" diameter)	8	each	\$800.00	\$6,400.00	\$400.00	\$3,200.00	\$375.00	\$3,000.00	\$500.00	\$4,800.00
<b>Earthwork Subtotal (Items 1-12)</b>					<b>\$107,950.00</b>		<b>\$94,725.00</b>		<b>\$96,679.50</b>		<b>\$151,300.00</b>
<b>~ Reservoir Construction ~</b>											
13	Construct new 500,000 gallon reinforced concrete reservoir complete including internal piping, reservoir drain line and land drain piping and valves to air gap structure, inlet piping and valves to well house, outlet piping with valves, fittings and bends to gate at access road, hatches, ladder, vents, conduit for ultrasonic level sensor and hatch alarms, XYPEX waterproofing admixture, subsurface drainage system, import gravel and all other appurtenances.	1	L.S.	\$350,000.00	\$350,000.00	\$340,000.00	\$340,000.00	\$400,000.00	\$400,000.00	\$340,000.00	\$340,000.00
14	Construct new concrete air gap structure complete as per plan including connection of all piping and rip-rap channel.	1	each	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00
15	Furnish and install 6' chain link security fence with razor wire or barbed wire top.	785	l.f	\$28.00	\$15,700.00	\$22.00	\$17,270.00	\$13.60	\$10,676.00	\$14.28	\$11,209.80
16	Furnish and install 20' chain link access gate with razor wire or barbed wire top	1	each	\$1,500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,200.00	\$1,200.00	\$1,180.00	\$1,180.00
<b>Reservoir Subtotal (Items 13-16)</b>					<b>\$374,700.00</b>		<b>\$363,570.00</b>		<b>\$418,676.00</b>		<b>\$357,389.80</b>

**BID OPENING**

DATE: February 19, 2015  
 TIME: 2:00 pm  
 PLACE: Pleasant View City Office

**SUMMARY OF PROPOSALS RECEIVED**

Client: Pleasant View City Corporation  
 Project: Well House #1 and Reservoir Project



ITEM	DESCRIPTION	QUA.	UNIT	ENGINEER'S ESTIMATE		FX CONSTRUCTION		PROBUID CONSTRUCTION		STAPP CONSTRUCTION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
~ 1 ~											
17	~ Well House Construction ~ Construct new well house building complete including all valves, fittings, pump and motor complete with all appurtenances and piping into well house, piping, equipment, site work, gravel for footings and floor slab, all interior work and finishes, all exterior work and finishes to within 10 feet of the building envelope. Includes concrete pads, bollards, precast catch basin and connection of drain line piping. Electrical work and SCADA is not included in this bid item. Electrical work is included in item 18. SCADA work will be completed by others; general contractor to coordinate work with SCADA contractor as necessary.	1	L.S.	\$125,000.00	\$125,000.00	\$136,000.00	\$136,000.00	\$132,433.00	\$132,433.00	\$120,000.00	\$120,000.00
18	Provide all electrical and HVAC material and work as noted in the project documents. SCADA materials and equipment are to be provided and installed by others.	1	L.S.	\$60,000.00	\$60,000.00	\$36,000.00	\$36,000.00	\$32,000.00	\$32,000.00	\$31,591.00	\$31,591.00
19	Furnish and install 8" PVC SDR-35 pipe from catch basin to air gap structure.	78	lf	\$25.00	\$1,950.00	\$32.00	\$2,496.00	\$42.00	\$3,276.00	\$30.00	\$2,340.00
				<b>\$186,950.00</b>		<b>\$174,496.00</b>		<b>\$167,709.00</b>		<b>\$153,931.00</b>	
Well House Subtotal (Items 17-19)											
~ Underground Utility Work ~											
20	Furnish and install 12" CL-51 ductile iron pipe in new access road from 4575 North to the gate at the reservoir site complete with bends, tees and any other necessary fittings including thrust blocks. All MJ fittings require mega-lugs and all fittings are to be poly-wrapped.	475	l.f.	\$60.00	\$28,500.00	\$55.00	\$26,125.00	\$70.00	\$33,250.00	\$60.00	\$28,500.00
21	Furnish and install 10" tapping tee on existing waterline including connection of new waterline	1	each	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$2,180.00	\$2,180.00
22A	Furnish and install 12" gate valve with valve box and lid to grade with concrete collar.	1	each	\$2,000.00	\$2,000.00	\$9,500.00	\$9,500.00	\$3,000.00	\$3,000.00	\$3,172.00	\$3,172.00
22B	Furnish and install 10" gate valve with valve box and lid to grade with concrete collar.	1	each	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,654.00	\$2,654.00
23	Furnish and install City Standard fire hydrant assembly with tee and 6" gate valve with valve box and lid to grade with concrete collar.	1	each	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00

**BID OPENING**

DATE: February 19, 2015

TIME: 2:00 pm

PLACE: Pleasant View City Office

**SUMMARY OF PROPOSALS RECEIVED**

Client: Pleasant View City Corporation

Project: WCI House #1 and Reservoir Project



ITEM	DESCRIPTION	QUA.	UNIT	ENGINEER'S ESTIMATE		FX CONSTRUCTION		PROBUD CONSTRUCTION		STAPP CONSTRUCTION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
24	Furnish and install 12" ASTM C-76 CL-III reinforced concrete storm drain pipe	30	l.f.	\$55.00	\$1,050.00	\$20.00	\$600.00	\$40.00	\$1,200.00	\$50.00	\$1,500.00
25	Furnish and install 12" PVC SDR-35 pipe	379	l.f.	\$50.00	\$11,370.00	\$30.00	\$11,370.00	\$42.00	\$15,918.00	\$40.00	\$15,160.00
26	Furnish and install 15" ASTM C-76 CL-III reinforced concrete storm drain pipe	99	l.f.	\$40.00	\$3,960.00	\$25.00	\$2,475.00	\$66.00	\$6,534.00	\$40.00	\$3,960.00
27	Furnish and install 18" ASTM C-76 CL-III reinforced concrete storm drain pipe	297	l.f.	\$45.00	\$13,365.00	\$30.00	\$8,910.00	\$50.00	\$15,741.00	\$45.00	\$13,365.00
28	Furnish and install 4' diameter precast concrete storm drain manhole complete with ring, cover and manhole steps (use grated manhole lids where specified). Includes connection of new or existing pipe.	3	each	\$2,200.00	\$6,600.00	\$2,500.00	\$7,500.00	\$3,500.00	\$10,500.00	\$1,000.00	\$3,000.00
29	Furnish and install 3'x3' cleanout box complete with manhole ring and cover. Includes connection of new pipe.	2	each	\$1,800.00	\$3,600.00	\$1,450.00	\$2,900.00	\$1,900.00	\$3,800.00	\$1,600.00	\$3,200.00
30	Construct diversion structure for Blanchard property complete including cleanout boxes, piping, canal gates and grates as per detail on Sheet 9 of drawings. Includes connection of new pipe.	1	each	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$6,300.00	\$6,300.00	\$3,763.00	\$3,763.00
31	Remove and haul away existing 2'x2' catch basin and 37 l.f. of existing 8" storm drain pipe	1	L.S.	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$2,400.00	\$2,400.00	\$600.00	\$600.00
32	Construct new City standard drainage ditch inlet box with open frame and grate as per detail on Sheet D-2 of drawings. Includes connection of new pipe.	1	each	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00
33	Furnish and install 18" ASTM CL-III reinforced concrete storm drain pipe end section	1	each	\$1,000.00	\$1,000.00	\$4,200.00	\$1,200.00	\$7.00	\$7.00	\$512.00	\$512.00
34	Remove and replace asphalt (3" thick) on 350 West at storm drain crossing including 8" thick of new roadbase	90	s.f.	\$15.00	\$1,350.00	\$17.00	\$1,530.00	\$24.50	\$2,205.00	\$10.00	\$900.00
35	Furnish and install 4" PVC Sch-40 electrical conduit per Rocky Mountain Power standards including required bends, fittings and sand backfill.	675	l.f.	\$15.00	\$10,125.00	\$12.00	\$8,100.00	\$12.00	\$8,100.00	\$10.00	\$6,750.00
36	Furnish and install transformer pad (Amcor Model #GV151, Stock Item 1790021) as per Rocky Mountain Power standards complete. Includes 6" thick 3/4" gravel under vault compacted to 90% of dry density.	1	each	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$1,333.00	\$1,333.00



**SUMMARY OF PROPOSALS RECEIVED**

Client: Pleasant View City Corporation  
 Project: Well House #4 and Reservoir Project

**BID OPENING**

DATE: February 9, 2015  
 TIME: 2:00 PM  
 PLACE: Pleasant View City Office

ITEM	DESCRIPTION	QUA.	UNIT	ENGINEER'S ESTIMATE		FX CONSTRUCTION		PROBUILD CONSTRUCTION		STAPP CONSTRUCTION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
37	Furnish and install 6'x8' pulling vault (Armor Model #776 PCORP, Stock Item 7992595) as per Rocky Mountain Power standards complete. Includes 6" thick 3/4" gravel under vault compacted to 90% of dry density.	1	each	\$4,000.00	\$4,000.00	\$6,200.00	\$6,200.00	\$6,200.00	\$6,200.00	\$5,000.00	\$5,000.00
<b>Underground Utility Work Subtotal (Items 20-37)</b>					<b>\$113,520.00</b>		<b>\$99,910.00</b>		<b>\$130,548.00</b>		<b>\$101,849.00</b>
38	Remove existing chain link access gate on 4575 North and relocate to new location	1	L.S.	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$350.00	\$350.00	\$368.00	\$368.00
39	Mobilization	1	L.S.	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00	\$95,000.00	\$95,000.00
<b>Miscellaneous Subtotal (Items 38-39)</b>					<b>\$51,500.00</b>		<b>\$35,800.00</b>		<b>\$26,350.00</b>		<b>\$95,368.00</b>
<b>TOTAL (Items 1 - 39)</b>					<b>\$834,620.00</b>		<b>\$768,507.00</b>		<b>\$839,962.50</b>		<b>\$859,937.80</b>

ITEM	DESCRIPTION	QUA.	UNIT	UNIT PRICE	TOTAL
A-1	Load, haul away and dispose of excess stockpile material from site	500	c.y.	\$14.00	\$7,000.00
A-2	Remove and dispose of existing tree (19"-24" diameter)	4	each	\$1,000.00	\$4,000.00
<b>~ Alternate Bid Items ~</b>					
Total Bid					

- ~ 4 ~ GERBER CONSTRUCTION
- ~ 5 ~ ABC CONSTRUCTION
- ~ 6 ~ WHITAKER CONSTRUCTION
- ~ 7 ~ DALE COX CONTRACTING
- ~ 8 ~ BOWEN CONSTRUCTION
- ~ 9 ~ COUNTERPOINT CONSTRUCTION
- ~ 10 ~ COP CONSTRUCTION
- ~ 11 ~ HILLS CONSTRUCTION

Project Engineer Dean A. Ogata Date 02/19/15



# City Council STAFF REPORT

AGENDA ITEM  
**# 4**

**TO:** Honorable Mayor and City Council

**FROM:** Valerie Claussen, MPA, AICP  
Assistant City Administrator  
[vclaussen@pleasantviewcity.com](mailto:vclaussen@pleasantviewcity.com) or (801) 827-0468

**MEETING DATE:** February 24, 2015

**SUBJECT:** Discussion and Possible Action on the adequacy determination (ADQ 15-001) for Saunders Dental development located at Lot 10 of the Willow Brook Village Subdivision, in the vicinity of Willow Brook Lane and Highway 89 (TIN: 17-217-0020).

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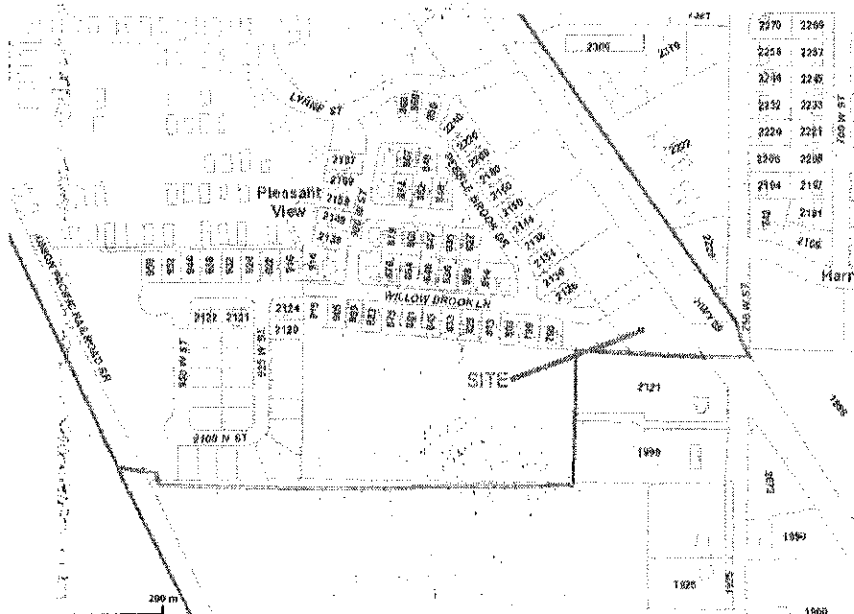
## RECOMMENDATION

Move to **approve** a positive adequacy determination for the Saunders Dental development, based on the attached analysis which indicates adequate public facilities standards can be met with development of the site.

---

## ANALYSIS

Area map indicating site location is below:





The site is an undeveloped parcel just under an acre in size located in the vicinity of Willow Brook Lane and Highway 89, and is Lot 10 of the Willow Brook Subdivision that is zoned CP-2 (Commercial). The proposed future development consists of a professional dental office development. The project requires site plan approval by the Planning Commission; however, the site also requires a new connection for water service and triggers the adequacy determination process.

The property is located in Bona Vista water service area and the City has received a letter indicating their willingness to serve, after annexation into their district. In addition, the other standards and criteria for public facilities were also reviewed, and are also anticipated to be met with the proposal. Pursuant to Title 18.70, Staff is recommending a positive adequacy determination with conditions that the project successfully complete the annexation process into the Bona Vista Water Service Area District (See *Attachment A: Engineer Memo, dated February 16, 2015 and Attachment B: Bona Vista Letter, dated January 15, 2015*).

---

#### **CONDITIONS OF APPROVAL**

- 1) Applicant must complete the Bona Vista water service area annexation process.
- 2) Written approval from Bona Vista (e.g. receipt or letter) that demonstrates completion of annexation and all hook-up fees being paid in full must be submitted to the City with the building permit submittal. Under no circumstance shall a certificate of occupancy (temporary or regular) be issued until this item is fully completed.

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#### **ATTACHMENTS**

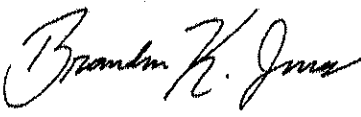
- A) Engineer Memo, dated February 16, 2015
- B) Bona Vista Letter, dated January 15, 2015



CONSULTING ENGINEERS

## MEMORANDUM

TO: Valerie Claussen, MPA, AICP – Pleasant View City Planner

FROM: Brandon K. Jones, P.E.  
Pleasant View City Engineer  
Jones and Associates Consulting Engineers 

CC: Melinda Greenwood – Pleasant View City Administrator

RE: **SAUNDERS DENTAL OFFICE**  
**Adequacy Determination Review Memo**

Date: February 16, 2015

Our office has completed a review of the Adequacy Determination Application for the Saunders Dental Office, dated January 20, 2015. We recommend approval of the Adequacy Determination. The following are our comments and recommendations relative to this determination.

### Background

This Dental Office is proposed to be located on Lot 10 of the Willow Brook Village Subdivision. The streets and utilities in this subdivision are largely privately owned.

The following items summarize the adequacy of the proposed development based on **Table 18.70.01: Minimum Service Capacity Standards**

1. Culinary Water: The proposed development is located within Bona Vista Water Improvement District's service boundaries. Therefore, the development must meet the standards set by the District for adequate service. We have received a copy of a Will-Serve letter from Bona Vista and they have indicated that water lines with adequate capacity to serve the proposed development are available. However, the waterline located in Willow Brook Lane is a private line and approval would be needed from the owner in order to connect.
2. Secondary Water: Bona Vista Water Improvement District allows for outside irrigation on a commercial building as long as it does not exceed their maximum percentage of 15% irrigable landscaping allowed. Again, if proposing to connect to the private waterline in Willow Brook Lane, approval would be needed from the owner in order to make the connection.
3. Storm Drain: It is our understanding that the detention basin constructed for the Willow Brook development was sized sufficient for all approved lots. Therefore, no additional

- detention would be required for the proposed development. All the storm drain lines in Willow Brook Lane are private. In order to connect, approval from the owner is needed.
4. Sewer: All the sewer lines in Willow Brook Lane are private. In order to connect, approval from the owner is needed.
  5. Streets: Willow Brook Lane is private. However, there is adequate service capacity for the proposed development. Access will likely come off of Willow Brook Lane. If access is desired off of US-89, approval from UDOT will be required. Although estimated traffic counts being generated from the proposed development were not provided; based on the intended use, we do not feel that a traffic study would be required.

Should you have any questions, please let us know.

# *Bona Vista Water Improvement District*

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

## Directors

Z. Lee Dickemore  
Farr West

Bruce Richins  
Harrisville

Keith Butler  
Marriott/Slaterville

Bruce Higley  
Plain City

Ronald Stratford  
Unincorporated Area

## Management

Jerry Allen  
General Manager

Monette Panter  
Office Manager

Blake Carlin  
Supervisor

January 15, 2015

Pleasant View Planning Commission  
520 West Elberta Drive  
Pleasant View City, Utah 84414

RE: Richard Saunders  
Lot #10

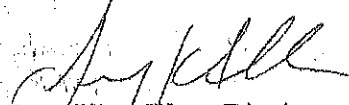
The street north of Richard Saunders property located approximately on Willow Brook Lane and Highway 89 is a private road and the existing 8" water line installed is also a private line. With written permission to hook to this private line, Mr. Saunders can obtain a culinary water connection from the 8" water line located on Willow Brook Lane. If permission can not be obtained, there is water available on the east side of Highway 89.

There is a \$1,000.00 annexation fee required per acre or per lot. The connection and impact fee is based on the service line size. If any fire lines are needed there are additional fees associated with the size of that line.

After reviewing the plan, a plan review fee may be charged. The plan review is \$1,000.00 plus \$300.00 per acre.

The District does allow for outside irrigation on a commercial building. The city and the developer must work together to keep the area and the usage to a minimum. It can not exceed 15%. The District would encourage xeriscape (water-wise landscaping) to be used where ever possible. A drip system could be used which would save an enormous amount of water.

Sincerely,



Bona Vista Water District  
Jerry Allen/General Manager



# **City Council**

## **STAFF REPORT**

AGENDA ITEM

**# 5**

**TO:** Honorable Mayor and City Council

**FROM:** Valerie Claussen, MPA, AICP  
Assistant City Administrator  
[vclaussen@pleasantviewcity.com](mailto:vclaussen@pleasantviewcity.com) or (801) 827-0468

**MEETING DATE:** February 24, 2015

**SUBJECT:** Discussion and Possible Action on the approval of a background screening policy for coaches participating in the City's youth recreation programs.

---

### **RECOMMENDATION**

Move to **approve** the background screening policy as proposed, subject to the City Attorney's final review and approval.

---

### **BACKGROUND**

The City Recreation program has recently begun completing background screening for the youth recreation coaches. The formal adoption of a background screening policy provides City Staff an established process and also a framework to work under, so that it can be consistently administered.

The policy states the purpose of background screenings is for coaches involved with youth recreation programs, that a background screening will be completed once every year, and lastly, included is a list of items that will be specifically reviewed for likely disqualification (See Attachment A: Coach Background Screening Policy).

The policy is in final review by the City's Attorney and is recommended to be approved upon his final approval.

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### **ATTACHMENTS**

A) Coach Background Screening Policy

## Recreation Volunteer Background Screening Policy (REV. 2-20-2015)

### **Purpose:**

It is the intent of this policy to establish certain guidelines wherein Pleasant View City Recreation can seek to protect children and patrons involved in our programs by investigating the background of volunteers who have the potential of regular contact with participants.

A criminal history check serves as a means to review an individual's background in respect to their volunteer participation with recreation activities. Knowing an individual's criminal background can provide more certainty that people with a history of inappropriate behavior will not have access to the children and participants involved in our programs. Therefore, the objective of our background checks is to ensure the safety and well-being of participants and provide citizens with a peace of mind.

### **Policy:**

All employees and volunteers who are directly responsible for the safety and well being of participants involved in a Pleasant View City Recreation program on a regular basis will be subject to an annual background screening consisting of a criminal history search, sexual offender registry search, Social Security Number verification and address tracing.

### **Screening Process:**

- 1) A City Recreation staff member will distribute "Authorization for Background Check Consent Forms" to all volunteers to collect adequate information to perform the background screening and provide the corresponding online code to the applicant where the information can be obtained through an online registration. Information required includes name, date of birth, phone number, signature and other information pertinent to the position. All forms must be completed by the volunteer and returned to the City's Recreation Coordinator or completed online.
- 2) The Recreation Coordinator will submit the background information online at [www.coachbackground.com](http://www.coachbackground.com) to National Background & Screening Services to conduct the screening. The results of the screening will be available online for review.
- 3) Criminal background checks that return any results will be reviewed with the City Attorney or designee. All results are to be evaluated on a case-by-case basis and will take into account the following, with potential disqualification factors to include, but are not limited to:
  - a. A conviction or pending charge for a felony within the last seven (7) years or until such conviction is eligible for expungement, whichever is longer;

- b. A conviction or a pending charge for a misdemeanor involving moral turpitude within the last seven (7) years, or until such conviction is eligible for expungement, whichever is longer;
- c. A conviction or a pending charge for any misdemeanor within the last three (3) years, the commission of which, in the City's opinion, is indicative of conduct or character inconsistent with that of those entrusted to perform public service, or until such convictions are eligible for expungement, whichever is longer;
- d. An illegal drug or alcohol misdemeanor conviction or pending charges (other than DUI or related charges) within the last five (5) years unless the applicant has no other criminal convictions during the last seven (7) years.
- e. A conviction or pending charge for any form of assault within the last seven (7) years or until such conviction is eligible for expungement, whichever is longer or a pattern of violent behavior charges.
- f. Falsification of any prior criminal, educational or employment history
- g. Outstanding warrants that are not resolved.
- h. A Plea-in-abeyance will be considered a conviction and may be a disqualifying factor.
- i. A conviction or a pending charge of a crime committed against a minor under 18 years of age including, but not limited to, child molestation, child endangerment, and family/domestic abuse against children under 18 years of age;
- j. A conviction or a pending charge for child abuse, abuse of a vulnerable adult, lewdness, voyeurism, a crime involving pornography, providing harmful material to a child, prostitution, patronizing a prostitute, child exploitation, endangering a child or elder adult, sexual abuse of a child, unlawful sexual activity with a minor, rape, sexual battery, or convictions for other sex related offenses;

## **Recreation Volunteer Background Screening Policy (REV. 2-24-2015)**

### ***Purpose:***

It is the intent of this policy to establish certain guidelines wherein Pleasant View City Recreation seeks to protect children and patrons involved in our programs by investigating the background of volunteers who have the potential of regular contact with participants.

A criminal history check serves as a means to review an individual's background prior to volunteer participation with recreation activities. Knowing an individual's criminal background can provide more certainty that people with a history of inappropriate behavior will not have access to the children and participants involved in our programs. Therefore, the objective of background checks is to ensure the safety and well-being of participants and provide residents with peace of mind.

### ***Policy:***

All employees and volunteers who are directly responsible for the safety and well being of participants involved in a Pleasant View City Recreation program on a regular basis will be subject to an annual background screening consisting of a criminal history search, sexual offender registry search, Social Security Number verification and address tracing.

### ***Screening Process:***

- 1) A City Recreation staff member will distribute "Authorization for Background Check Consent Forms" to all volunteers to collect adequate information to perform the background screening or provide the corresponding online code to the applicant where the information can be obtained through an online registration. Information required includes name, date of birth, phone number, signature and other information pertinent to the position. All forms must be completed by the volunteer and returned to the City's Recreation Coordinator or completed online.
- 2) The Recreation Coordinator will submit the background information online at [www.coachbackground.com](http://www.coachbackground.com) to National Background & Screening Services to conduct the screening. The results of the screening will be available online for the Recreation Coordinator to review.
- 3) Criminal background checks that return any results will be reviewed by the Recreation Coordinator, in consultation with the City Attorney, if necessary. All results are to be evaluated on a case-by-case basis and will take into account the following, with potential disqualification factors to include, but are not limited to:



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- a. A conviction or pending charge for a felony within the last seven (7) years or until such conviction is eligible for expungement, whichever is longer;
  - b. A conviction or a pending charge for a misdemeanor involving moral turpitude within the last seven (7) years, or until such conviction is eligible for expungement, whichever is longer;
  - c. A conviction or a pending charge for any misdemeanor within the last three (3) years, the commission of which, in the City's opinion, is indicative of conduct or character inconsistent with that of those entrusted to perform public service, or until such convictions are eligible for expungement, whichever is longer;
  - d. An illegal drug or alcohol misdemeanor conviction or pending charges within the last seven (7) years.
  - e. A conviction or pending charge for any form of assault within the last seven (7) years or until such conviction is eligible for expungement, whichever is longer.
  - f. Falsification of any prior criminal, educational or employment history.
  - g. Outstanding warrants that are not resolved.
  - h. A plea-in-abeyance will be considered a conviction and may be a disqualifying factor.
  - i. A conviction or a pending charge of a crime committed against a minor under 18 years of age including, but not limited to, child molestation, child endangerment, child neglect, and family/domestic abuse against children under 18 years of age.
  - j. A conviction or a pending charge for child abuse, abuse of a vulnerable adult, lewdness, voyeurism, a crime involving pornography, providing harmful material to a child, prostitution, patronizing a prostitute, child exploitation, endangering a child or elder adult, sexual abuse of a child, unlawful sexual activity with a minor, rape, sexual battery, or convictions for other sex related offenses.



Weber County Clerk/Auditor - Elections Division  
 2380 Washington Blvd. Ogden, UT 84401  
 801-399-8036 / elections@co.weber.ut.us

## Election Cost Estimate - 2015 Municipal Elections Pleasant View City



Polling Place	All By Mail	Hybrid
<b>\$4,481</b>	<b>\$6,397</b>	<b>\$6,553</b>

	Polling Place	All By Mail	Hybrid
Ballots & Envelopes	\$ 171.60	\$ 2,892.81	\$ 2,892.81
Ballot Processing	\$ 222.63	\$ 2,032.14	\$ 1,356.87
Postage	\$ 36.12	\$ 1,383.13	\$ 525.24
Poll Worker Compensation	\$ 1,400.00	\$ -	\$ 700.00
Poll Worker Recruitment/Training	\$ 325.71	\$ -	\$ 180.71
Voting Equipment	\$ 1,490.00	\$ -	\$ 345.00
Consumable Supplies	\$ 170.00	\$ -	\$ 61.00
Ballot Layout/Programming	\$ 205.00	\$ -	\$ 100.00
Election Services	\$ 296.00	\$ -	\$ 252.46
Machine Delivery & Pick-Up	\$ 100.00	\$ -	\$ 50.00
Election Night Count/IT Services	\$ 53.57	\$ 53.57	\$ 53.57
Early Voting	\$ -	\$ -	\$ -
Post Election	\$ 10.00	\$ 35.00	\$ 35.00
<b>Total:</b>	<b>\$ 4,480.63</b>	<b>\$ 6,396.66</b>	<b>\$ 6,552.67</b>
Total Registered Voters 4,377	Estimated Voter Turnout <b>24%</b>	Estimated Voter Turnout <b>40%</b>	Estimated Voter Turnout <b>48%</b>

\*Costs shown are per election and are only an estimate. Actual costs may vary depending on the number of cities that choose to conduct a hybrid/by-mail election, allowing us to maximize volume discounts.

Shady Lane Park

PLEASANT VIEW

