

# **Pleasant View City Council**

# **Meeting Agenda**

Tuesday, July 8, 2025 6:00 p.m.

#### 6:00 P.M. 1. Introduction.

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought: (Councilmember Sara Urry)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

#### 6:05 P.M. 2. Consent Items.

- a. Minutes of May 27, 2025, June 10, 2025 and June 12, 2025
- b. Bills of Pleasant View City
- 6:10 P.M. **3. Development Agreement.** Discussion and possible action to consider adopting a Development Agreement with Val Poll for the Christofferson Ranch Subdivision, located at approximately 540 W 4300 N. (*Presenter: Andrea Steiniger*)
- 6:30 P.M. **4. Property Acquisition Contract.** Discussion and possible action to approve a property acquisition contract with Kimley-Horn to complete the Skyline Drive property acquisitions to allow Tammy Evans to finish the acquisitions. (*Presenter: Andrea Steiniger*)
- 6:40 P.M. **5. Public Infrastructure Districts (PID).** Discussion and possible action to consider adopting a policy statement regarding the establishment of Public Infrastructure Districts (PID). Resolution 2025-K. (*Presenter: Andera Steiniger*)
- 6:55 P.M. **6. Consolidated Fee Schedule.** Discussion and possible action to amend the Consolidated Fee Schedule for credit card fee and impact fee collection fee. Resolution 2025-J. (*Presenter: Laurie Hellstrom*)
- 7:05 P.M. **7.** Pickleball Court Resurface. Discussion and possible action to approve a change order with Renner to resurface the 4 east pickleball courts at Pleasant View Park in the amount of \$19,563.00. (*Presenter: Tyson Jackson*)
- 7:10 P.M. **8. Check signers.** Approve the removal of Mayor Call as a check signer on the America First Credit Union account. *(Presenter: Laurie Hellstrom)*
- 7:15 P.M. **9. CERT Sheds.** Discussion on Community Emergency Response Team (CERT) Sheds. (*Presenter: Ann Arrington*)

#### 7:25 P.M. 10. Other Business.

- **11. Closed Meeting.** Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).
- 12. Adjournment.

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, July 8, 2025, commencing at 6:00 PM.

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.

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

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

# May 27, 2025

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:01 P.M.

#### MAYOR:

Leonard Call

# COUNCILMEMBERS:

Ann Arrington Steve Gibson David Marriott Philip Nelsen *(via Zoom)* Sara Urry

#### STAFF:

Andrea Z Steiniger
Laurie Hellstrom
Tammy Eveson
Tyson Jackson
Stetson Talbot
Judge Olds
Paul Smith
Colton James
Justin Mattson

#### VISITORS:

Camille Cook Kevin Hall Wendee Hall Jonathan Hall Claron Haglund Mary Williams Richard Saunders Donna Johnson Elaine Pitcher Paul Pitcher Brad Brown Clark Conway Nicola Taylor Kristin Haglund Jeff Lee Melissa Hurd Johnny Ferry Kris Dalpias

#### 1. Introduction.

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought: (Councilmember Ann Arrington)
- b. Declaration of Conflicts of Interest. None given.
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes).

Nicola Taylor: I have to pay \$134 for a garbage can and I want to keep my old can for composting. That is my can. Mayor Call: you are leasing a can.

#### 2. Consent Items.

a. Minutes of May 13, 2025 (open and closed).

Motion was made by <u>CM Arrington</u> to approve the consent items as corrected (minutes of May 13, 2025 (open and closed). 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

3. Swear in New Police Officers. Recognition and swearing in of new police officers. (Presenter: Stetson Talbot)

Judge Olds Sworn in the new officers, Colton James and Justin Mattson.

4. Planning Commission Recommendations:

a. Rezone-Public Hearing. Consider a rezone for approximately 8.127 acres of land located at approximately 3885 N HWY 89, from RE-20 (Residential) to RE-5 (High Density Residential), Weber County Parcels 19-015-0078 and 19-403-0006, Ordinance 2025-14. Applicant: Jordan Watson. (Presenter: Tammy Eveson)

Motion was made by <u>CM Urry</u> to go into a public hearing to consider a rezone for approximately 8.127 acres of land located at approximately 3885 N HWY 89, from RE-20 (Residential) to RE-5 (High Density Residential). 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

<u>Tammy Eveson</u>: the planning commission recommended approval with conditions of egress & ingress, but those items happened at the subdivision stage. The request is a change from RE-20 to RE-5. Mayor Call asked for comments from the public. None were given.

Motion was made by <u>CM Gibson</u> to close the public hearing. 2<sup>nd</sup> by <u>CM Urry</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

<u>Tammy Eveson</u>: the property is north of the charter school. The packet is from the planning commission and the bonus density was taken out of the ordinance.

Motion was made by <u>CM Urry</u> to approve the rezone for approximately 8.127 acres of land located at approximately 3885 N HWY 89, from RE-20 (Residential) to RE-5 (High Density Residential), Ordinance 2025-14. 2<sup>nd</sup> by <u>CM Marriott</u>. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

b. Rezone-Public Hearing. Consider a rezone for approximately 6.31 acres of land located at approximately 475 W Pleasant View Drive, from A-2 (Agriculture) and RE-20 (Residential) to A-2 (Agriculture) and LSFR (Limited Single Family Residential), Weber County Parcel 17-060-0053, Ordinance 2025-15. Applicant: Jeff Lee Investment. (Presenter: Tammy Eveson)

Motion was made by <u>CM Arrington</u> to go into a public hearing to consider a rezone for approximately 6.31 acres of land located at approximately 475 W Pleasant View Drive, from A-2 (Agriculture) and RE-20 (Residential) to A-2 (Agriculture) and LSFR (Limited Single Family Residential). 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

<u>Tammy Eveson</u>: the planning commission recommend approval April 17<sup>th</sup>. There was confusion with the legal description for the boundaries of the A-2 and LSFR zones. It was recommended approval with the legal description as presented. <u>Jeff Lee</u>: thanks for your time. The General Plan was amended so these matches. The confusion was the difference in lots, and I moved 2 homes site up in the field and I am asking for that line for the zone change. <u>Tammy Eveson</u>: the General Plan shows the boundaries for the first request. <u>Jeff Lee</u>: I am asking for the higher up line for 13 homes. Does the zoning always have to match the General Plan? <u>CM Urry</u>: yes. It is a guiding document. <u>Andrea Steiniger</u>: they would have to amend the General Plan for that single lot. <u>Laurie Hellstrom</u>: the ordinance you have matches the same legal descriptions in the General Plan amendment. <u>Mayor Call</u>: you will have to go back. <u>Mayor Call</u> asked for comments from the public. None were given.

Motion was made by <u>CM Arrington</u> to close the public hearing. 2<sup>nd</sup> by <u>CM Gibson</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

<u>CM Gibson</u>: when did you ask for the additional lot? <u>Mayor Call</u>: we will go forward with the application and planning commission's recommendation. <u>Jeff Lee</u>: I didn't know you needed a precise line. <u>CM Gibson</u>: when did you understand? <u>Tammy Eveson</u>: it was brought to the planning commission's attention right before the planning commission's meeting. <u>CM Marriott</u>: it would need to be resurveyed. <u>Jeff Lee</u>: are you being a slave to the ordinances. <u>Mayor Call</u>: ordinances are designed for bad actors; all good actors comply. <u>Jeff Lee</u>: is the city bound by the General Plan? <u>Mayor Call</u>: the General Plan is a guiding document, but the city has historically chose to follow it. We want to keep the process pure and not look like we don't care. <u>Jeff Lee</u>: I understand. I will jump through the hoops. <u>CM Urry</u>: we are not approving the subdivision at this time, just the zoning.

Motion was made by <u>CM Arrington</u> to approve the rezone for approximately 6.31 acres of land located at approximately 475 W Pleasant View Drive, from A-2 (Agriculture) and RE-20 (Residential) to A-2 (Agriculture) and LSFR (Limited Single Family Residential), Ordinance 2025-15. 2<sup>nd</sup> by <u>CM Urry</u>. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

c. General Plan Amendment. Consider a General Plan Amendment to modify the Future Land Use Map and the designation of approximately .29 acres of land, located at 624 West Fox Meadows Drive, from General Planned Commercial to Medium Density Residential, Weber County Parcel 17-418-0021, Ordinance 2025-16. Applicant: Paul Pitcher. (Presenter: Tammy Eveson)

<u>Tammy Eveson</u>: this is a General Plan amendment. Originally it with to the planning commission with a rezone also, but the planning commission held off on the rezone until the General Plan went to the City Council. This parcel is the northside in Fox Meadows or west of 600 W. The parcel is owned by the HOA and they want to build another building lot to the LSFR standards. The planning commission denied the general plan amendment request. CM Urry: there is nothing that you can do with that parcel.

Motion was made by <u>CM Urry</u> to approve General Plan Amendment to modify the Future Land Use Map and the designation of approximately .29 acres of land, located at 624 West Fox Meadows Drive, from General Planned Commercial to Medium Density Residential, Weber County Parcel 17-418-0021, Ordinance 2025-16. 2<sup>nd</sup> by <u>CM Marriott</u>. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

5. Subdivision Ordinance Checklists. Discussion and possible action to adopt the updated checklist of required items for consideration of preliminary subdivision and final subdivision, Resolution 2025-F. (*Presenter: Tammy Eveson*)

<u>Tammy Eveson</u>: this is to adopt the new checklist for subdivision applications. Dana Shuler has gone through it with the new state laws for updates and to make the list more specific and more correct to move forward more efficiently. <u>CM Arrington</u>: does the checklist go to the applicant? <u>Tammy Eveson</u>: yes.

Motion was made by <u>CM Gibson</u> to approve the checklist of required items for consideration of preliminary subdivision and final subdivision, Resolution 2025-F. Roll call vote. 2<sup>nd</sup> by <u>CM</u> Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

# 6. Interlocal Agreement. Discussion and possible action to adopt an Interlocal Agreement for Forensic Services. (Presenter: Stetson Talbot)

<u>Stetson Talbot</u>: this is with CSI. We have had them for 20 years. The only change is it is a 5-year agreement with renewals to 2045. It now has an advisory board. They invoice per call.

Our portion is 1.26%. <u>CM Gibson</u>: is this also SWAT? <u>Stetson Talbot</u>: no. This agreement was reviewed by the city attorney.

Motion was made by <u>CM Gibson</u> to approve the Interlocal Agreement for Forensic Services. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

7. Right of Way Acquisition. Discussion and possible action to approve a property Right-of-Way Acquisition with Sky Liner, LLC located at 3903 North Price Lane, Weber County Parcel 19-015-0055 for the Zone 1 Tank site in the amount of \$432,011.00. (Presenter: Tyson Jackson)

<u>Tyson Jackson</u>: this is the end of negotiations for the Zone 1 Tank property acquisitions. These are the terms reached with the attorneys. It addresses fencing and having to put back fencing. There is also a construction easement. The right-of-way is an easement to get to the tank. They can still use the property we bought 2 acres for the tank site. There are terms where we cross fences that we put in gates. The do have livestock around. There is the property, perpetual easement and construction easement. <u>CM Marriott</u>: can we sell? <u>Tyson Jackson</u>: we need it for maintenance and it is too steep for our road way standards.

Motion was made by <u>CM Gibson</u> to approve the property Right-of-Way Acquisition with Sky Liner, LLC located at 3903 North Price Lane, Weber County Parcel 19-015-0055 for the Zone 1 Tank site in the amount of \$432,011.00. 2<sup>nd</sup> by <u>CM Urry</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

# 8. Budget Workshop.

- a. Budget changes from the Tentative Budget.
- b. Crossing Guard pay.
- c. Fee Schedule changes.

<u>Laurie Hellstrom</u> reviewed the new additional budget notes and fee schedule changes with the council. <u>Melissa Hurd</u> (crossing guard): I have been a crossing guard supervisor for ten plus years. We are requesting a pay increase. This is part-time job and the time is split in the day. There are security risks and lives are at risk. Traffic is worst this year. We are not earning the wage that reflects the job. This is the first year that no one wants the job. The police are covering some shifts. <u>Stetson Talbot</u>: research shows the wage to be \$30 to \$34 per hour. On 900 W there are kids that cross above Pleasant View Drive to Lomond View School but there are kids are crossing Pleasant View Drive to go the Straw Market. Are we obligated to cross kids to go to the store? After they are crossed, the crossing guards are gone from their shift and the kids have to cross again by themselves to get home. <u>CM Gibson</u>: I am okay with \$30 per hour. I would not take out the extra crossing station across Pleasant View Drive. I would hate to have a kid hit. The police need to be at the crossing sites and I challenge them to stop violators in the crossing area. <u>CM Arrington</u>: we need to keep money for future RAMP grants. <u>CM Gibson</u>: are arts considered? <u>CM Urry</u>: Cindy is stretched and programs have been capped. I would recommend adding the recreation aide.

9. Budget Public Hearings. Public Hearings for the discussion and possible action to amend the 2024-2025 fiscal year budget and adopt the 2025-2026 fiscal year budget.

Motion was made by <u>CM Gibson</u> to go into the public hearings to consider amending the 2024-2025 fiscal year budget and to adopt the 2025-2026 fiscal year budget. 2<sup>nd</sup> by <u>CM Urry</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Mayor Call asked for comments from the public. *Nicola Taylor*: what if I pay for utility bill with a credit card and not be paperless? Laurie Hellstrom: it is up to you what you want to do.

Motion was made by <u>CM Marriott</u> to end the public hearings. 2<sup>nd</sup> by <u>CM Urry</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

<u>CM Marriott</u>: we are three employees short. How do we fix? Do we look at salaries? <u>Mayor Call</u>: during the last two year I have looked at law enforcement and that is getting better. <u>Tyson Jackson</u>: we are down three employees. <u>Mayor Call</u>: people are not applying or are not qualified to fill the mandates. We are not alone. <u>CM Urry</u>: can we look at compensation? <u>Stetson Talbot</u>: we are working on Master Officers and they are more valuable to the city. <u>Mayor Call</u>: we will work on this and talk about ranges and not topping out. <u>Tyson Jackson</u>: we need to work on load balance or pay structure. <u>Andrea Steiniger</u>: how is recruitment done? We did Indeed or Glassdoor. CM Marriott: you can do that.

# 10. Truth in Taxation Consideration. Discussion and consideration to set a Truth in Taxation public hearing for the 2025-2026 fiscal year.

The council didn't not want to go though a TNT this year.

11. Consolidated Fees Schedule. Discussion and possible action to amend the Consolidated Fee Schedule by including a \$75.00 collection fee to Central Weber Sewer Improvement District and North View Fire Agency for collecting their Impact Fees, Resolution 2025-E. (Presenter: Laurie Hellstrom)

Kevin Hall and Camille Cook: this is a burden. We are a wholesale provider to Weber County. We have a wholesale treatment agreement from 2009 and 1998 with the arrangement with the city to collect our impact fees. We would have to back to the board to amend the agreement. We have an agreement that the city will collect the impact fees. CM Arrington: what ideas do you have for us and come back to us with what you have came up with.

Motion was made by <u>CM Gibson</u> to deny the amendment to the Consolidated Fee Schedule. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

#### 12. Other Business.

<u>CM Urry</u>: the week of May 11<sup>th</sup> was police week and the week of May 18<sup>th</sup> was PWD week. We need to recognize them for their hard work. I am sure we have funds for pizza for these guys.

Tyson Jackson: we are gearing up for Founders Day.

<u>Stetson Talbot</u>: our stats are proactive. CSI doesn't have a lot of calls from us. The crime rate is low. Because of a house bill we need a wellness program. The helmets are going fast.

Andrea Steiniger: we got back the WACOG grants for 2026.

<u>CM Arrington</u>: we need to add Planning Commission help with Founders Day and need shirt sizes.

<u>CM Urry</u>: the first movie in the park is this Friday – 'Wild Robot'. We finalized the newsletter. CM Marriott: I want to see it.

CM Marriott: I need certificates for the parade and grand marshals.

<u>CM Gibson</u>: 1100 lbs. of salmon was ordered. The price is \$12 with no pre-sales. The next Founders Day meeting is June 12<sup>th</sup>.

Mayor Call: we need food grade buckets. Get with Heather for the money for the permit.

13. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

None.

14. Adjournment: 8:16 PM



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

June 10, 2025

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:00 P.M.

#### MAYOR:

Leonard Call

#### COUNCILMEMBERS:

Ann Arrington Steve Gibson David Marriott Philip Nelsen (absent) Sara Urry (absent)

#### STAFF:

Andrea Z Steiniger Laurie Hellstrom Tyson Jackson Stetson Talbot

#### **VISITORS:**

Mel Marker Diane Marker Jonathan Perez Kelly Marker Matt Marker Rich Marker Lisa Marker Bennett Marker Rob Marker Christie Marker Jacob Marker Matt Marker Trish Marker Halen Marker Lexton Marker Bryce Marker Caden Marker Nate Arrington Collin Arrington **Brinley Arrington** James Arrington Melissa Spencer Josh Spencer Kate Spencer Andy Nef Danielle Nef Ben Nef Natalie Nef

#### 1. Introduction.

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought: (Mayor Leonard Call)
- b. Declaration of Conflicts of Interest. None given.
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes).

Jonathan Perez (1143 W Caribou Ct): at the end of last summer the power went out due to fireworks. A house almost burned. There were nine fires within two weeks by teenagers and fireworks. Fireworks are not allowed above the canal and a lot are not aware of that. There are also weeds across the street. Can I suggest putting up a sign and holding teenagers accountable?

#### 2. Consent Items.

- a. Minutes of May 27, 2025
- b. Bills of Pleasant View City.

Motion was made by <u>CM Arrington</u> to approve the consent item (only the bills of Pleasant View City). 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

- 3. Founders Day Honorees. Introduction and presentation of the 2025 Founders Day Honorees.
  - a. Bike Parade Captain. Recognition of Benjamin Nef.
  - b. Grand Marshals. Recognition of Mel & Diane Marker.

Ben Nef was honored as Bike Parade Captain and Mel & Diane Marker were honored as the Grand Marshals for 2025.

4. Public Hearing - Compensation. Discussion and possible consideration to approve Compensation Increases for Executive Municipal Officers for the fiscal year 2025-2026, Ordinance 2025-17. (Presenter: Laurie Hellstrom)

Motion was made by <u>CM Arrington</u> to open a public hearing to consider Compensation Increases for Executive Municipal Officers for the fiscal year 2025-2026. 2<sup>nd</sup> by <u>CM Gibson</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

Laurie Hellstrom reviewed the purpose and increases as listed in the Ordinance with the council. Mayor Call asked for comments from the public. None were given.

Motion was made by <u>CM Arrington</u> to close the public hearing. 2<sup>nd</sup> by <u>CM Gibson</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

Motion was made by <u>CM Gibson</u> to approve the Compensation Increases for Executive Municipal Officers for the fiscal year 2025-2026, Ordinance 2025-17. Roll call vote. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

# 5. Budget Workshop.

<u>Laurie Hellstrom</u> reviewed the list of new items since the previous workshop. There is a request for another PWD inspector. <u>Tyson Jackson</u>: during the state audit there are issues and recommendations to meet requirements. <u>Mayor Call</u>: is it busy enough to have two inspectors or can we contract out? Discussion continued on the position. <u>CM Marriott</u>: we need to revisit this. <u>Andrea Steiniger</u>: a new item was job advertisement services. They use 23 job platforms. It is online with tools and videos for interviews etc. They tailor it to your needs. <u>Stetson Talbot</u>: I am comfortable with the 1-year subscription. It would pay for what we spend on overtime. <u>Mayor Call</u>: we will approve for 1 year then revisit.

- 6. Budget.
  - a. Discussion and possible action to amend the 2024-2025 fiscal year budget, Resolution 2025-G
  - b. Discussion and possible action to adopt the 2025-2026 fiscal year budget, Resolution 2025-H.

Motion was made by <u>CM Gibson</u> to amend the 2024-2025 fiscal year budget, Resolution 2025-G. Roll call vote. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

<u>Mayor Call</u>: Weber County switched systems and are having problems. We don't have the certified tax rate. We can approve subject to what the State gives us.

Motion was made by <u>CM Arrington</u> to adopt the 2025-2026 fiscal year budget as stated in Resolution 2025-H. Roll call vote. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

7. Consolidated Fee Schedule. Discussion and possible action to amend the Consolidated Fee Schedule. Resolution 2025-I. (Presenter: Laurie Hellstrom)

Motion was made by <u>CM Gibson</u> to amend Consolidated Fee Schedule as stated in Resolution 2025-I. 2<sup>nd</sup> by <u>CM Marriott</u>. Roll call vote. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

8. Purchase Leased Vehicles. Discussion and possible action to approve the purchase of the 10 leased police vehicles from the 2025-2026 fiscal year budget. (*Presenter: Stetson Talbot*)

Stetson Talbot: we started leasing vehicles about ten years ago. It was a good deal at the time. They wanted the vehicles back. It has shifted now, and the lease prices went from \$4,700 to \$12,600. I have talked to Bancorp about extending the leases but not with the equipment installation going from \$5k to 18K. I sat down with Laurie and worked out a schedule. We have current vehicles with 12k miles to 45k miles on them and I struggle to turn in vehicles with low mileage. All the vehicles have been inspected and any recalls taken care of. The residual for the vehicles is \$38k each now. I think that it is in the best interest to purchase the vehicles and then the ball is in our court. Sometimes we were waiting for installation on leased vehicles sometime 6 to 8 months out. CM Gibson: that is a smart move. Stetson Talbot: we plan on keeping them for 100k miles. They sit and idol a lot. CM Marriott: what are the truck hours?

Motion was made by <u>CM Gibson</u> to approve the purchase of the 10 leased police vehicles from the 2025-2026 fiscal year budget. 2<sup>nd</sup> by <u>CM Arrington</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

9. Fraud Risk Assessment. Review of the Fraud Risk Assessment. (Presenter: Laurie Hellstrom)

Laurie Hellstrom presented the Fraud Risk Assessment for the 2025 fiscal year.

10. Cross Access Easement Agreement. Discussion and possible action to approve a Cross Access Easement Agreement between Brent Bailey and Pleasant View City to allow for ingress and egress between properties to allow traffic flow in one access onto Hwy 89. Properties located at 1330 W Hwy 89 (parcel ID# 19-016-0111, parcel owner: Bailey V Properties LLC) and 1390 W Hwy 89 (parcel ID# 19-016-0051, parcel owner: Pleasant View City). (Presenter: Andrea Steiniger)

Andrea Steiniger: this is by the Multi-Sports Park with a temporary easement. This would close the temporary access and open a permanent access to the south. E.K.Bailey would allow overflow parking as part of the deal. We would sign as an adjacent property owner.

Motion was made by <u>CM Gibson</u> to approve the Cross Access Easement Agreement between Brent Bailey and Pleasant View City to allow for ingress and egress between properties to allow traffic flow in one access onto Hwy 89. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

- 11. Property Acquisitions-Addendums.
  - a. Skyline Drive. Discussion and possible action to approve property acquisition addendum for property located at 515 W 4300 N for Skyline Drive in the amount of \$2,390.00.
  - b. Skyline Drive. Discussion and possible action to approve property acquisition addendum for property located at 620 W 4300 N for Skyline Drive in the amount of \$1,138.00.
  - c. Skyline Drive. Discussion and possible action to approve property acquisition addendum for property located at 606 W 4300 N for Skyline Drive in the amount of \$1,486.00.

(Presenter: Tyson Jackson)

<u>Tyson Jackson</u>: the right-of-way's were previously brought to you and accepted. The property owners were not aware that they needed to pay the closing fees, and some were ready

to walk. To keep this moving forward this is being brought back to the council for consideration to pay the fees. WACOG had no problem with the funding. <u>CM Arrington</u>: can I see a map of what is left? Tyson Jackson: we have all the willing sellers done.

Motion was made by <u>CM Arrington</u> to accept the addendums for item #11a, #11b & #11c. 2<sup>nd</sup> by <u>CM Gibson</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

# 12. Change Order. Discussion and possible action to consider a change order in the amount of \$14,414.55 to Black & McDonald for changes made to the 2021 Streetlight Installation Project. (*Presenter: Tyson Jackson*)

<u>Tyson Jackson</u>: we didn't know where all the transformers were at on Rulon at the time. Motion was made by <u>CM Arrington</u> to approve the change order in the amount of \$14,414.55 to Black & McDonald for changes made to the 2021 Streetlight Installation Project. 2<sup>nd</sup> by <u>CM Marriott</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

# 13. Professional Services Agreement-Amendment. Discussion and possible action to amend the Professional Services Agreement between John Geilmann and Pleasant View City. (Presenter: Andrea Steiniger)

<u>Andrea Steiniger</u>: the original agreement has lapsed. There is an increase in service costs from \$45 to \$60 per hour. <u>Mayor Call</u>: that is a steal. <u>Andrea Steiniger</u>: he is more familiar with land use.

Motion was made by <u>CM Gibson</u> to approve the Professional Services Agreement between John Geilmann and Pleasant View City. 2<sup>nd</sup> by <u>CM Arrington</u>. Voting Aye: CM Arrington, CM Gibson, and CM Marriott. 3-0

#### 14. Other Business.

<u>Tyson Jackson</u>: there was a water leak with an old valve that is hard to shut down. We will be pushing out the new projects. The repair projects will be starting after July 1<sup>st</sup>.

<u>Stetson Talbot</u>: there is a CJC grand opening for their new building. We use it a lot. Sarah Hayes is talking to residents along the parade route about trimming back foliage.

Andrea Steiniger: the CJC open house is June 21st. I have learned about our Safety Committee. Dave Laloli/Rush has purchased property where there is the road and is wanting to make it public and wants the city to contribute towards the road at \$350K. Mayor Call: the parcel has a Master Road on the plan. It was not a legal subdivision. We claim a prescriptive use. We have been using it and maintaining it. We have some skin in the game but legally we don't have to do anything. Pleasant Meadows put it in before the 2700 N road. CM Gibson: I would like to see a plan for it. How many Pleasant View residents and Harrisville residents use it? Mayor Call: a light was approved by Rush when it is warranted.

<u>CM Arrington</u>: the concrete is poured, and the posts are up at the pickleball courts. What building permits are there along 2700 N?

<u>CM Gibson</u>: there is a Founders Day Meeting this Thursday. I am concerned with the Willow Brook area and across HWY 89 not getting Founders Day notices.

Mayor Call: I received calls that we did away with the Salamon Bake. I took care of that.

15. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

None.



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

# June 12, 2025

The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 3:31 P.M.

# MAYOR:

Leonard Call - called to order

# COUNCILMEMBERS:

Ann Arrington - (via Zoom and in person)
Steve Gibson - conducted the meeting
David Marriott
Phillip Nelsen - absent
Sara Urry

#### STAFF:

Andrea Steiniger Tyson Jackson Heather Gale Cindy Harrison Stetson Talbot Robbie Done

#### **VISITORS:**

Lynn Humphreys

#### **Business:**

1. Founder's Day Workshop.

The Founder's Day committee met to prepare for the up-coming Founder's Day Celebration 2025. Denied having volunteers sign Policy 2024-2.

Adjournment: 4:39 P.M.

Page: 1 Jul 02, 2025 09:25AM

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-13120 DEVELOPMENT	RECEIVABLES				
JONES & ASSOCIATES	22779	WEBER VIEW SITE PLANS LOTS 8&9 (DIXON)-APPROVAL PHASE	02/28/2025	39.25	39.25
JONES & ASSOCIATES	22779	DEER CREST SUBDIVISION-PHASE 6	02/28/2025	129.00	129.00
JONES & ASSOCIATES	22779	MONTE VISTA SUBDIVISION (BRYAN SMITH)	02/28/2025	64.50	64.50
JONES & ASSOCIATES	22779	JACK IN THE BOX - APPROVAL PHASE	02/28/2025	274.75	274.75
JONES & ASSOCIATES	22779	HCA MOUNTAIN STAR SUBDIVISON -APPROVAL PHASE	02/28/2025	471.00	471.00
JONES & ASSOCIATES	22779	VAL POLL RE-ZONE (500 W 4300 N)	02/28/2025	785.00	785.00
JONES & ASSOCIATES	22779	FOX MEADOWS SUBDIVISION-PHASE 5	02/28/2025	322.50	322.50
JONES & ASSOCIATES	22779	SIMON GOE SUBDIVISION	02/28/2025	64.50	64.50
JONES & ASSOCIATES	22779	FOX MEADOWS SUBDIVISION-PHASE 5B	02/28/2025	322.50	322.50
JONES & ASSOCIATES	22779	HARRIS HILLS SUDVISIION-PHASE 4	02/28/2025	64.50	64.50
JONES & ASSOCIATES	22779	WEBER VIEW	02/28/2025	322.50	322.50
JONES & ASSOCIATES	22779	PEAKVIEW LOT 5 SITE PLAN-CONSTRUCTION PHASE	02/28/2025	1,099.25	1,099.25
JONES & ASSOCIATES	22779	CHICK-FIL-A APPROVAL PHASE	02/28/2025	392.50	392.50
JONES & ASSOCIATES	22779	BUDGE MEADOWS (2025)-APPROVAL PHASE	02/28/2025	667.25	667.25
Total 10-13120 DEV	ELOPMENT RECEI	VABLES:		5,019.00	5,019.00
10-22250 WORKMENS CO	MPENSATION PA	YABLE			
UTAH LOCAL GOVERNM	M1619060	MAY WORKERS COMP	05/02/2025	2,931.72	2,931.72
UTAH LOCAL GOVERNM	M1619429	JJUNE'S WORKERS COMP	06/03/2025	2,837.15	2,837.15
Total 10-22250 WOF	RKMENS COMPEN	SATION PAYABLE:		5,768.87	5,768.87
10-22500 INSURANCE PA	YABLE				
HEALTHEQUITY INC.	403PGOB	HSA FEES	06/05/2025	8.40	8.40
PEHP-LTD	053125	Long Term Disability Premium	05/31/2025	421.14	421.14
PEHP-LTD	061425	Long Term Disability Premium	06/14/2025	447.46	447.46
PUBLIC EMPLOYEES HE	063025	EMPLOYEES HEALTH INSURANCE	06/30/2025	38,693.58	38,693.58
Total 10-22500 INSU	RANCE PAYABLE			39,570.58	39,570.58
10-41-220 PUBLIC NOTIC	ES				
WATKINS PRINTING	76883	MAY NEWSLETTER	05/30/2025	927.33	927.33
WATKINS PRINTING	76885	UTILITY BILL/MAY NEWSLETTER	05/30/2025	1,106.95	1,106.95
Total 10-41-220 PUE	LIC NOTICES:			2,034.28	2,034.28
10-41-310 PROFESSIONA	L & TECHNICAL				
CIVICPLUS, LLC	338635	NEW WEBSITE - 2ND PAYMENT	05/29/2025	7,722.10	7,722.10
Total 10-41-310 PRC	FESSIONAL & TEC	CHNICAL:		7,722.10	7,722.10
10-41-660 FED FUNDS: AI	RPA FUNDING				
MERIDIAN ENGINEERING	24084-02-01	DECANT HWY 89 SEWER EXT	05/09/2025	2,196.32	2,196.32
Total 10-41-660 FED	FUNDS: ARPA FU	NDING:		2,196.32	2,196.32
0-47-240 OFFICE SUPPL					
DELL MARKETING L.P.	10818218459	MEMORY UPGRADE LAURIE'S COMPUTER	06/04/2025	176.39	176,39
		D EXPENSE:		176,39	176.39

PLEASANT VIEW CITY CORPORATION	Payment Approval Report - COUNCIL	
--------------------------------	-----------------------------------	--

Report dates: 6/5/2025-7/2/2025

Page: 2

Jul 02, 2025 09:25AM

		Report dates: 6/5/2025-7/2/2025		Jul 02, 20	25 09:25AM
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-49-300 ENGINEER					
JONES & ASSOCIATES	22779	GENERAL DEVELOPMENTS COORDINATION	02/28/2025	2,495.25	2,495.25
JONES & ASSOCIATES	22779	BEAR MOUNTAIN ACCESSORIES-APPROVAL PHASE	02/28/2025	314.00	314.00
IONES & ASSOCIATES	22906	GENERAL ENGINEERING COORDINATON	04/30/2025	1,176.50	1,176.50
Total 10-49-300 ENG	NEER:			3,985.75	3,985.75
0-50-270 UTILITIES					~~~
ROCKY MOUNTAIN POW	061025	CERT 48448856-009 1	05/20/2025	80.57	80.57
OCKY MOUNTAIN POW	061025A	CITY HALL 48448856-007 5	05/20/2025	445.27	445.27
Total 10-50-270 UTILI	TIES:			525.84	525.84
0-50-280 TELEPHONE					
ENTURY LINK	740328903	INTERNET	06/04/2025	328.16	328.16
ERIZON WIRELESS	6112872195	REC BUILDING INTERNET	05/06/2025	40.02	40.02
ERIZON WIRELESS	6115381786	REC BLDG INTERNET	06/06/2025	40.02	40,02
Total 10-50-280 TELE	PHONE:			408.20	408.20
0-50-620 CONTRACTUAL				Pa 17722020	TO Net appears
ECSERV, INC.	17001	MONTHLY NETWORK SERVICES-OFFICE & POLICE	06/01/2025	2,417.57	2,417.57
Total 10-50-620 CON	TRACTUAL SERV	ICES:		2,417.57	2,417.57
0-51-240 OFFICE SUPPLI					
ASTENAL COMPANY	UTPLE201418	HEAT STRESS EQUIPMENT	05/28/2025	393.60	393.60
ES OLSON CO. TRIVE WORKPLACE SO	EA1548668 WO-198532-1	PRINTER MAINTENANCE CONTRACT SHOP PRINTER PAPER	05/15/2025 05/21/2025	149.56 54.99	149.56 54.99
Total 10-51-240 OFFI	CE SUPPLIES AN	D EXPENSE:		598.15	598.15
0-51-260 BLDG & GRND-S	HOP IMPROVEM	ENTS		N	
E.T. TECHNOLOGIES, INC		OIL SEPARATOR TEST	06/21/2025	853.75	853.75
Total 10-51-260 BLD0	& GRND-SHOP	MPROVEMENTS:		853.75	853.75
0-51-270 UTILITIES					
OCKY MOUNTAIN POW	061025B	SHOP 48448856-011 7	05/20/2025	423.32	423.32
Total 10-51-270 UTILI	TIES:			423.32	423.32
0-51-280 TELEPHONE					
ERIZON WIRELESS	6112872195	ON CALL/PW DIRECTOR	05/06/2025	126.93	126.93
ERIZON WIRELESS	6115381786	ON CALL CELL	06/06/2025	61.39	61.39
ERIZON WIRELESS	6115381786	PWD CELL	06/06/2025	65.54	65.54
Total 10-51-280 TELE	PHONE:			253.86	253.86
0-53-120 SALARIES/STIPE	ENDS				
NDY NEF	062025	JAN-JUNE 2025 PC STIPEND	06/12/2025	150.00	150.00
HAD KOTTER	062025	JAN-JUNE 2025 PC STIPEND	06/12/2025	200.00	200.00
AVID GOSSNER	062025	JAN-JUNE 2025 PC STIPEND	06/12/2025	250.00	250.00
EAN STOKES	062025	JAN-JUNE 2025 PC STIPEND	06/12/2025	200.00	200.00
EFFREY BOLINGBROKE	062025	JAN-JUNE 2025 PC STIPEND	06/12/2025	250.00	250.00
	000005	IAN HINE COOK DO CTIDEND	06/12/2025	200.00	200.00
	062025	JAN-JUNE 2025 PC STIPEND			
OHN MORRIS ULIE FARR IANYA STOLROW	062025 062025 062025	JAN-JUNE 2025 PC STIPEND JAN-JUNE 2025 PC STIPEND JAN-JUNE 2025 PC STIPEND	06/12/2025 06/12/2025	200.00 200.00	200.00

DI	FACAMIT	JIEIM CITY	CORPORATION

Page: 3 Jul 02, 2025 09:25AM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
SEAN WILKINSON	062025	JAN-JUNE 2025 PC STIPEND	06/12/2025	200.00	200.00
Total 10-53-120 SALA	ARIES/STIPENDS:			1,850.00	1,850.00
10-54-251 VEHICLE:FUEL			<u>(e)</u>		
FUEL NETWORK	F2511E00932	VEHICLE FUEL	06/02/2025	4,037.29	4,037.29
TOM RANDALL DISTRIBU	0397463	POLICE	04/23/2025	82.10	82.10
Total 10-54-251 VEHI	CLE:FUEL:			4,119.39	4,119.39
10-54-280 COMMUNICATIO	N SERVICES				
VERIZON WIRELESS	6112461109	AIR CARDS	05/24/2025	560.16	560.16
VERIZON WIRELESS	6114970257	AIR CARDS	06/01/2025	560.18	560.18
Total 10-54-280 COM	MUNICATION SE	RVICES:		1,120.34	1,120.34
0-54-310 PROFESSIONAL	/TECHNICAL SEF	RVICE			
NTERMOUNTAIN HEALT	OG3600815	DRUG SCREEN-JUSTIN MATTSON	05/01/2025	57.00	57.00
NTERMOUNTAIN HEALT	OG3600815	DRUG SCREEN-PAUL SMITH	05/01/2025	57.00	57.00
NTERMOUNTAIN HEALT	OG3600815	DRUG SCREEN-ERIC LARSON	05/01/2025	57.00	57.00
NTERMOUNTAIN HEALT	OG3600815	DRUG SCREEN-SARAH HAYES	05/01/2025	57.00	57.00
Total 10-54-310 PROF	FESSIONAL/TECH	INICAL SERVICE:		228.00	228.00
0-60-251 VEHICLE:FUEL					
OM RANDALL DISTRIBU	0397463	STREETS	04/23/2025	82.10	82.10
OM RANDALL DISTRIBU	0397463	STREETS DIESEL	04/23/2025	994.83	994.83
OM RANDALL DISTRIBU	0399884	STREETS DIESEL	06/10/2025	468.67	468.67
Total 10-60-251 VEHI	CLE:FUEL:			1,545.60	1,545.60
0-60-253 VEHICLE: MAINT	TENANCE				
NTERMOUNTAIN SWEEP	124933	SWEEPER BROOMS REPLACEMENT	04/30/2025	930.00	930.00
Total 10-60-253 VEHIO	CLE: MAINTENAN	ICE:		930.00	930.00
0-60-270 UTILITIES					
ROCKY MOUNTAIN POW	061025C	STREET LIGHTS	05/15/2025	897.34	897.34
ROCKY MOUNTAIN POW	061025D	ACCT #48448856-0109 STREETLIGHTS	05/20/2025	1,370.55	1,370.55
Total 10-60-270 UTILI	TIES:			2,267.89	2,267.89
0-60-271 UTILITIES-REPA	IRS				
CUSTOM LIGHTING SER	76-1789817	825 W FOX MEADOW REPAIR SHIELD	05/23/2025	141.16	141.16
Total 10-60-271 UTILI	TIES-REPAIRS:			141.16	141.16
0-60-280 TELEPHONE					
'ERIZON WIRELESS	6112872195	INSPECTOR CELL/TABLET	05/06/2025	28.66	28.66
ERIZON WIRELESS	6112872195	STREET /STORM CELL/TABLET	05/06/2025	52.77	52.77
ERIZON WIRELESS	6115381786	INSPECTOR TABLET	06/06/2025	12.28	12.28
ERIZON WIRELESS	6115381786	STREET/STORM CELL	06/06/2025	32.77	32.77
ERIZON WIRELESS	6115381786	STREET/STORM TABLET	06/06/2025	20.00	20.00
ERIZON WIRELESS	6115381786	INSPECTOR CELL	06/06/2025	16.39	16.39
Total 10-60-280 TELE	PHONE:			162.87	162.87
					WOSSERION.

PIF	TIMAZA	VIEW	CITY	CORPO	RATION

Total 10-70-253 VEHICLE: MAINTENANCE:

LIQUID SOAP

10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT

BELL JANITORIAL SUPPL 1066261A

Payment Approval Report - COUNCIL Page: 4 Report dates: 6/5/2025-7/2/2025 Jul 02, 2025 09:25AM Invoice Date Net Invoice Amount Amount Paid Vendor Name Invoice Number Description 10-60-310 PROFESSIONAL/TECHNICAL SERVICE INTERMOUNTAIN HEALT OG3600815 DOT EXAM-TYSON JACKSON 05/01/2025 75.00 75.00 INTERMOUNTAIN HEALT 05/01/2025 141.00 141.00 OG3600815 HEP B VACCINE-RICHARD RAMIREZ 05/01/2025 INTERMOUNTAIN HEALT OG3600815 DRUG SCREEN-CAT CORBIN 57.00 57.00 JONES & ASSOCIATES PUBLIC WORKS STANDARDS UPDATES 04/30/2025 353.25 353.25 22906 JONES & ASSOCIATES 22906 2025 STREET MAINTENANCE-DESIGN PHASE 04/30/2025 1,290.00 1,290.00 Total 10-60-310 PROFESSIONAL/TECHNICAL SERVICE: 1,916.25 1.916.25 10-60-330 EDUCATION AND TRAINING BRIDGERLAND TECHNIC PVC-1535 OSHA10 TAJ, MIKE H, MIKE M 05/21/2025 675.00 675.00 Total 10-60-330 EDUCATION AND TRAINING: 675.00 675.00 10-60-470 STREET SUPPLIES/MATERIALS INTERSTATE COMPANIE 074005 **DELINIATORS - 900 W** 03/14/2025 55.26 55.26 Total 10-60-470 STREET SUPPLIES/MATERIALS: 55 26 55 26 10-60-491 TRANSPORTATION SALES TX EXPEND CUSTOM LIGHTING SER 061925 PR 3/FINAL 05/25/2025 33.786.49 33.786.49 JONES & ASSOCIATES 2021 STREET LIGHT (CONSTRUCTION MANAGEMENT) 04/30/2025 745.75 745.75 Total 10-60-491 TRANSPORTATION SALES TX EXPEND: 34.532.24 34.532.24 10-60-610 PERSONNEL UNIFORMS JONES SHIRTS AND SIG 10038 4 SHIRTS (CAT) 05/16/2025 44.24 44.24 78 25 78 25 JONES SHIRTS AND SIG 10106 3 SHIRTS (CALEB) 05/27/2025 Total 10-60-610 PERSONNEL UNIFORMS: 122 49 122.49 10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN JONES SHIRTS AND SIG 10150 FD YCC SHIRTS 06/05/2025 992.50 992.50 992.50 Total 10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN: 992.50 10-70-250 EQUIP/SUPPLIES/MAINTENANCE 240.70 240.70 BATTERY SPRINKLER VALVE CONTROLS 05/27/2025 DURK'S PLUMBING SUPP 03003372 34.10 FASTENAL COMPANY UTPLE201418 PPE 05/28/2025 34.10 TURF EQUIPMENT & IRRI 3032751-00 TUBE FOR VENTRAC 06/03/2025 72.75 72.75 Total 10-70-250 EQUIP/SUPPLIES/MAINTENANCE: 347.55 347.55 10-70-251 VEHICLE:FUEL 04/23/2025 367.95 367.95 TOM RANDALL DISTRIBU PARKS DIESEL 0397463 738.84 04/23/2025 738.84 TOM RANDALL DISTRIBU **PARKS** 0397463 06/10/2025 1,116.79 1.116.79 TOM RANDALL DISTRIBU 0399884 **PARKS** 344.61 TOM RANDALL DISTRIBU 0399884 PARKS DIESEL 06/10/2025 344.61 Total 10-70-251 VEHICLE:FUEL: 2.568.19 2.568.19 10-70-253 VEHICLE: MAINTENANCE BURT BROTHERS TIRES/TPMS SENSORS 05/22/2025 974.15 974.15 1310003477

974.15

95.54

974.15

95.54

04/23/2025

PLEASANT VIEW CITY CORPOR	MOITA

Page: 5 Jul 02, 2025 09:25AM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
BELL JANITORIAL SUPPL	1066779	BATHROOM CLEANING SUPPLIES	04/30/2025	161.57	161.57
DURK'S PLUMBING SUPP	03003303	SPRINKLERS	05/27/2025	1,975.19	1,975.19
DURK'S PLUMBING SUPP	03003363	SPRINKLER REPAIR PARTS	05/27/2025	25.79	25.79
DURK'S PLUMBING SUPP	03013407	SPRINKLER REPAIRS	06/11/2025	101.83	101.83
GREENSOURCE	25737	FERTILIZER	06/16/2025	1,796.00	1,796.00
GREENSOURCE	25747	WATER AGENT, FERTILIZER	06/16/2025	1,973.00	1,973.00
INTERSTATE COMPANIE	083898	MULTI SPORTS SIGN	06/10/2025	135.02	135.02
SMITH & EDWARDS CO.	308535	BLDG MAINT TOOLS & SUPPLIES	05/27/2025	1,382.12	1,382.12
STANDARD PLUMBING S	YQKY50	DRINKING FOUNTAIN PARTS	05/27/2025	101.30	101.30
WILSON LANE SERVICE	49551	WEED EATER & HEAD REPLACE ECHO WEED EATER	06/10/2025	1,030.00	1,030.00
Total 10-70-260 BLD	GS/GROUNDS-SU	PPLIES & MAINT:		8,777.36	8,777.36
10-70-270 UTILITIES					
ROCKY MOUNTAIN POW	061025A	PARK SITES 48448856-007 5	05/20/2025	527.62	527.62
Total 10-70-270 UTIL	ITIES:			527.62	527.62
10-70-310 PROFESSIONAL	./TECHINCAL SEF	RVICE			
JONES & ASSOCIATES	22906	FACILITIES MAPPING	04/30/2025	1,279.25	1,279.25
Total 10-70-310 PRO	FESSIONAL/TECH	HINCAL SERVICE:		1,279.25	1,279.25
10-70-330 EDUCATION AN	D TRAINING				
UTAH RECREATION & PA	06355	PLAYGROUND INSPECT EXAM AND COURSE	05/28/2025	625.00	625.00
UTAH RECREATION & PA	06356	PLAYGROUND INSPECT EXAM AND COURSE	05/28/2025	625,00	625.00
Total 10-70-330 EDU	CATION AND TRA	INING:		1,250.00	1,250.00
10-75-670 FOUNDERS' DA	Y				
JONES SHIRTS AND SIG	10138	FD PC SHIRTS 2025	06/06/2025	234.94	234.94
JONES SHIRTS AND SIG	10142	FD BIKE TRAFFIC CAPTAIN SHIRT	06/05/2025	49.18	49.18
JONES SHIRTS AND SIG	10148	FD CC SHIRTS 2025	06/06/2025	163.08	163.08
JONES SHIRTS AND SIG	10149	FD CC SHIRTS 2025	06/10/2025	234.36	234.36
JONES SHIRTS AND SIG	10186	FD A FRAME SIGNS FOR DAILY EVENTS	06/09/2025	828.09	828.09
JONES SHIRTS AND SIG	10289	FD DONATION BANNERS	06/17/2025	162.00	162,00
WATKINS PRINTING	77033	FD SALMON BAKE/HOT DOG TICKETS	05/29/2025	506.77	506.77
Total 10-75-670 FOUI	NDERS' DAY:			2,178.42	2,178.42
40-46-730 IMPROVEMENTS	S - CONSTRUCTIO	ON			
INTERMOUNTAIN TESTIN	84990	PICKEBALL COMPACTION TEST	05/24/2025	138.60	138.60
INTERMOUNTAIN TESTIN	85092	PICKLEBALL CONCRETE TEST	06/07/2025	1,040.80	1,040.80
J SOLUTIONS LLC	DD0513	4 HOURS - UNPLUG SD	06/13/2025	980.00	980.00
Total 40-46-730 IMPR	OVEMENTS - COI	NSTRUCTION:		2,159.40	2,159.40
41-40-240 OFFICE SUPPLII	ES AND EXPENSE				
WATKINS PRINTING	76885	UTILITY BILLS/MAY NEWSLETTER	05/30/2025	276.73	276.73
Total 41-40-240 OFFI	CE SUPPLIES ANI	D EXPENSE:		276.73	276.73
41-40-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0397463	STORM	04/23/2025	738.85	738.85
TOM RANDALL DISTRIBU	0399884	STORM	06/10/2025	663.09	663.09
	CLE:FUEL:			1,401,94	1,401.94

DIE	TIANGE	MENA	CITY	CODDO	MOITAGO

Page: 6 Jul 02, 2025 09:25AM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
41-40-253 VEHICLE: MAIN	TENANCE				
TURF EQUIPMENT & IRRI	3032546-00	PULLEY/TUBE FOR THE TIRE	05/27/2025	134.39	134.39
TURF EQUIPMENT & IRRI	3032547-00	MOWER SLOPE GAUGE	05/20/2025	473.50	473.50
Total 41-40-253 VEH	ICLE: MAINTENAN	ICE:		607.89	607.89
41-40-280 TELEPHONE					
VERIZON WIRELESS	6112872195	INSPECTOR CELL/TABLET	05/06/2025	28.67	28.67
VERIZON WIRELESS	6112872195	STREET /STORM CELL/TABLET	05/06/2025	52.78	52.78
VERIZON WIRELESS	6115381786	STREET/STORM TABLET	06/06/2025	20.01	20.0
VERIZON WIRELESS	6115381786	INSPECTOR CELL	06/06/2025	16.38	16.38
VERIZON WIRELESS	6115381786	STREET/STORM CELL	06/06/2025	32.77	32.7
VERIZON WIRELESS	6115381786	INSPECTOR TABLET	06/06/2025	12.28	12.28
Total 41-40-280 TELE	PHONE:			162.89	162.89
41-40-310 PROFESSIONAL	/TECHINCAL SEE	RVICE			
JONES & ASSOCIATES	22906	2025 MS4 STORM WATER AUDIT	04/30/2025	4,100.50	4,100.50
JONES & ASSOCIATES	22906	GENERAL STORM WATER COMPLIANCE	04/30/2025	471.00	471.00
TECSERV, INC.	17001	MONTHLY NETWORK SERVICES-SS	06/01/2025	297.69	297.69
Total 41-40-310 PRO	FESSIONAL/TECH	HINCAL SERVICE:		4,869.19	4,869.19
41-40-510 DISPOSAL				·	***************************************
MOULDING & SONS LAN	2057	STREET SWEEPING	05/31/2025	5,288.92	5,288.92
Total 41-40-510 DISP	OSAL:			5,288.92	5,288.92
41-40-610 MISCELLANEOU	IS SLIPPLIES				2
BLUE STAKES OF UTAH	UT202501258	312 BLUE STAKES	05/31/2025	127.52	127.52
Total 41-40-610 MISC	ELLANEOUS SUF	PPLIES:		127.52	127.52
41-46-310 PROFESSIONAL	& TECHNICAL				
JONES & ASSOCIATES	22906	DECANT FACILITY	04/30/2025	510.25	510.25
JONES & ASSOCIATES	22906	STORM DRAIN-CONSTRUCTION MANAGEMENT	04/30/2025	584.50	584.50
JONES & ASSOCIATES	22906	400 WEST STORM DRAIN-CONCEPT AND DESIGN	04/30/2025	206.50	206.50
JONES & ASSOCIATES	22906	SD CROSSING OF RR @ 1325 W-DESIGN AND PERMITTING	04/30/2025	157.00	157.00
JONES & ASSOCIATES	22906	800 WEST @ PV DR. STORM DRAIN-DESIGN	04/30/2025	39.25	39.2
JONES & ASSOCIATES	22906	BARKER FAMILY POND IMPROVEMENTS (CONTROL STRUCTURE)	04/30/2025	64.50	64.5
JONES & ASSOCIATES	22906	800 WEST AT PV DR. STORM DRAIN-CONSTRUCTION MGMT	04/30/2025	117.75	117.7
TERRACON CONSULTAN	TN66942	BARKER POND GEO TECH PA#1	04/07/2025	15,236.00	15,236.00
TERRACON CONSULTAN	TN80261	BARKER POND GEO TECH PA#2	05/02/2025	11,153.44	11,153.4
Total 41-46-310 PRO	FESSIONAL & TEG	CHNICAL:		28,069.19	28,069.19
44 40 700 INDDOVEMENT	CONSTRUCTO	an.		<u> </u>	<u> </u>
41-46-730 IMPROVEMENTS ORMOND CONSTRUCTIO		PR#1 BARKER FAMILY POND	04/26/2025	167,061.06	167,061.06
	TN96221	PR#3 FINAL W/CO	06/03/2025	4,608.56	4,608.56
Total 41-46-730 IMPR	OVEMENTS - CO	NSTRUCTION:		171,669.62	171,669.62
43-40-730 IMPROVEMENTS				v. 515	. 182 8
GRAINGER	9531426865	PALLET RACK FOR PLOW BLADES TO SIT ON	06/06/2025	1,517.36	1,517.36
Total 43-40-730 IMPR	OVEMENTS CON	STRUCTION:		1,517.36	1,517.36

DI	EACANIT	\/IE\A/	CITY	CORPOR	MOITA

Page: 7 Jul 02, 2025 09:25AM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paic
43-40-740 CAPTIAL OUTLA	AY - EQUIPMENT				
DELL MARKETING L.P.	10813811368	DEBBIE, NITZA, TAMMY COMPUTER	05/07/2025	5,086.10	5,086.1
DELL MARKETING L.P.	10818927453	NITZA & DEBBIE COMPUTERS	06/09/2025	2,637.64	2,637.64
DELL MARKETING L.P.	10819171118	ANDREA'S COMPUTER	06/10/2025	2,184.63	2,184.63
DELL MARKETING L.P.	CRA01-CRA	CREDIT FOR WRONG COMPUTERS-RETURN	05/30/2025	2,637.64-	2,637.64
Total 43-40-740 CAP	TIAL OUTLAY - EC	QUIPMENT:		7,270.73	7,270.73
45-46-310 PROFESSIONAL	& TECHNICAL				
JONES & ASSOCIATES	22906	TRANSPORTATION UTILITY FEE (2025)	04/30/2025	507.75	507.75
JONES & ASSOCIATES	22906	2700 N INTERCONNECTIVITY PROJECT-PROPERTY ACQUISITION	04/30/2025	353.25	353.25
JONES & ASSOCIATES	22906	SKYLINE DRIVE PROJECT-DESIGN AND ROW ACQUISITION SUPP	04/30/2025	196.25	196.25
Total 45-46-310 PRO	FESSIONAL & TE	CHNICAL:		1,057.25	1,057.25
51-40-240 OFFICE SUPPLI	ES AND EXPENS	E			
WATKINS PRINTING	76885	UTILITY BILLS/MAY NEWSLETTER	05/30/2025	276.74	276.74
Total 51-40-240 OFFI	CE SUPPLIES AN	D EXPENSE:		276.74	276.74
51-40-250 EQUIP/SUPPLIE	S/MAINTENANCE	<b>i</b>			
CORE & MAIN LP	X132681	650 W PV DR WATER LINE LOOP	06/10/2025	1,260.60	1,260.60
HYDRO SPECIALTIES CO	29649	NEW 1" METERS	05/15/2025	2,675.20	2,675.20
MOUNTAINLAND SUPPLY	S107027868	3/4" POLY & 2 3/4" CORP RESTOCK	05/28/2025	185.06	185.06
THATCHER COMPANY	202510010530	2 150LBS CYLINDER	04/22/2025	2,578.25	2,578.25
THATCHER COMPANY	202510010691	ALDER 1 150LBS	05/20/2025	1,466.25	1,466.25
Total 51-40-250 EQU	P/SUPPLIES/MAII	NTENANCE:		8,165.36	8,165.36
51-40-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0397463	UTILITIES	04/23/2025	547.30	547.30
TOM RANDALL DISTRIBU	0399884	UTILITIES	06/10/2025	855.04	855.04
TOM RANDALL DISTRIBU	0399884	UTILITIES DIESEL	06/10/2025	282,58	282.58
Total 51-40-251 VEHI	CLE:FUEL:			1,684.92	1,684.92
51-40-280 TELEPHONE					
VERIZON WIRELESS	6112872195	UTILITIES TAB	05/06/2025	9.11	9.1
VERIZON WIRELESS	6112872195	INSPECTOR CELL/TABLET	05/06/2025	28.66	28.66
VERIZON WIRELESS	6115381786	INSPECTOR CELL	06/06/2025	16.38	16.38
VERIZON WIRELESS	6115381786	INSPECTOR TABLET	06/06/2025	12.27	12.27
VERIZON WIRELESS	6115381786	UTILITIES TABLET	06/06/2025	9.10	9.10
Total 51-40-280 TELE	PHONE:			75.52	75.52
51-40-310 PROFESSIONAL	/TECHINCAL SEF	RVICE			
BADGER METER	80196415	1,553 AUTO READ UNITS	05/29/2025	1,397.70	1,397.70
TECSERV, INC.	17001	MONTHLY NETWORK SERVICES-WATER	06/01/2025	297.68	297.68
	0081100	9 ROUTINE BAC T	05/09/2025	108.00	108.00
WEBER BASIN WATER C	0081289	9 ROUTINE BAC T	06/06/2025	108.00	108.00
Total 51-40-310 PROI	FESSIONAL/TECH	HINCAL SERVICE:		1,911.38	1,911.38
51-40-610 MISCELLANEOU		OLO BULLE OTALIES			· · · · · · · · · · · · · · · · · · ·
BLUE STAKES OF UTAH	U1202501258	312 BLUE STAKES	05/31/2025	127.52	127.52

PLEASANT VIEW CITY CORPORATION	Payment Approval Report - COUNCIL	Page: 8	
	Report dates: 6/5/2025-7/2/2025	Jul 02, 2025 09:25AM	

		Neport dates. 0/3/2020-1/2/2020		Jul 02, 20	25 08.25AW
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
51-46-310 PROFESSIONAL					
JONES & ASSOCIATES	22906	ELBERTA DR., 600 W TO 400 W WATER TRANSFERS-DESIGN	04/30/2025	39.25	39.25
JONES & ASSOCIATES	22906	POLE PATCH WATER INCORPORATION	04/30/2025	2,151.50	2,151.50
JONES & ASSOCIATES	22906	ELBERTA DR., 600 W TO 400 W WATER TRANSFERS-CONSTRING	04/30/2025	235.50	235.50
JONES & ASSOCIATES	22906	ZONE 1 RESERVOIR-TRANSMISSION LINE: CONSTRUCTION MAN	04/30/2025	712.25	712.25
Total 51-46-310 PRO	FESSIONAL & TE	CHNICAL:		3,138.50	3,138.50
51-46-730 IMPROVEMENTS	s-constructio	on .			
ORMOND CONSTRUCTIO	061925	PR1/FINAL ZONE 1 TRANS PH 1	05/11/2025	391,093.18	391,093.18
WEBER BASIN WATER C	0081100	ORMOND INVESTIGATIVE ZONE 1	05/09/2025	48.00	48.00
WHEELER CAT	RS0000314254	ALDER 1 SPRING DEEP ROOT VEGETATION	05/29/2025	8,740.00	8,740.00
WHEELER CAT	RS0000315600	ALDER 1 SPRING DEEP ROOT VEGETATION	06/10/2025	224.00	224.00
Total 51-46-730 IMPR	OVEMENTS-COM	NSTRUCTION:		400,105.18	400,105.18
53-40-240 OFFICE SUPPLII	ES AND EXPENS	E			
WATKINS PRINTING	76885	UTILITY BILLS/MAY NEWSLETTER	05/30/2025	276.74	276.74
Total 53-40-240 OFFI	CE SUPPLIES AN	ID EXPENSE:		276.74	276.74
53-40-250 EQUIP/SUPPLIE	S/MAINTENANCE	Ē			
J SOLUTIONS LLC	DD0475	ZONE 1 SEWER CCTV AND CLEANING	05/16/2025	4,181.85	4,181.85
J SOLUTIONS LLC	DD0487	SEWER CLEANING AND CCTV	05/23/2025	11,105.55	11,105.55
J SOLUTIONS LLC	DD0494	SEWER CLEANING/CCTV 8,392 FT	05/30/2025	3,776.40	3,776.40
J SOLUTIONS LLC	DD0501	SEWER CLEANING 19,568 FT	06/06/2025	8,805.60	8,805.60
J SOLUTIONS LLC	DD0513	23,014 FEET -CCTV SEWER	06/13/2025	10,356.30	10,356.30
Total 53-40-250 EQUI	P/SUPPLIES/MAI	NTENANCE:		38,225.70	38,225.70
53-40-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0397463	UTILITIES	04/23/2025	547.30	547.30
TOM RANDALL DISTRIBU	0399884	UTILITIES DIESEL	06/10/2025	282.59	282.59
TOM RANDALL DISTRIBU	0399884	UTILITIES	06/10/2025	855.04	855.04
Total 53-40-251 VEHI	CLE:FUEL:			1,684.93	1,684.93
53-40-280 TELEPHONE				<del>,</del>	J
VERIZON WIRELESS	6112872195	INSPECTOR CELL/TABLET	05/06/2025	28.66	28.66
VERIZON WIRELESS	6112872195	UTILITIES TAB	05/06/2025	9.11	9.11
VERIZON WIRELESS	6115381786	UTILITIES TABLET	06/06/2025	9.11	9.11
VERIZON WIRELESS	6115381786	INSPECTOR TABLET	06/06/2025	12.28	12.28
VERIZON WIRELESS	6115381786	INSPECTOR CELL	06/06/2025	16.39	16.39
Total 53-40-280 TELE	PHONE:			75.55	75.55
53-40-310 PROFESSIONAL	/TECHINCAL SEE	RVICE		•	
TECSERV, INC.	17001	MONTHLY NETWORK SERVICES-SEWER	06/01/2025	297.69	297.69
Total 53-40-310 PROF	ESSIONAL/TECH	HINCAL SERVICE:		297.69	297.69
53-40-610 MISCELLANEOU	IS SUPPLIES				
BLUE STAKES OF UTAH	UT202501258	312 BLUE STAKES	05/31/2025	127.52	127.52
Total 53-40-610 MISC	ELLANEOUS SUF	PPLIES:		127.52	127.52
53-46-310 PROFESSIONAL				وروزي	المالة
JONES & ASSOCIATES	22906	SEWER REPLACEMENT ALONG US 89, BUDGE TO PV DR. (CF#2, I.	04/30/2025	716.75	716.75
53-46-310 PROFESSIONAL JONES & ASSOCIATES		SEWER REPLACEMENT ALONG US 89, BUDGE TO PV DR. (CF#2, I.	04/30/2025	716.75	

PLEASAN	MT MEW	CITY C	ORPOR	ATION

Page: 9 Jul 02, 2025 09:25AM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
JONES & ASSOCIATES	22906	2024 SANITARY SEWER CFP, IFFP AND IFA	04/30/2025	2,738.50	2,738.50
JONES & ASSOCIATES	22906	SEWER REPLACEMENT ALONG US 89, BUDGE TO PV DR (CF#2, I.	04/30/2025	997.50	997.50
Total 53-46-310 PRC	FESSIONAL & TEG	CHNICAL:		4,452.75	4,452.75
55-40-240 OFFICE SUPPL	ES AND EXPENSE	<b></b>			
VATKINS PRINTING	76885	UTILITY BILLS/MAY NEWSLETTER	05/30/2025	276.73	276.73
Total 55-40-240 OFF	ICE SUPPLIES AN	D EXPENSE:		276.73	276.73
5-40-280 TELEPHONE					
VERIZON WIRELESS	6112872195	UTILITIES TAB	05/06/2025	9.10	9.10
ERIZON WIRELESS	6115381786	UTILITIES TABLET	06/06/2025	9.11	9.11
Total 55-40-280 TELI	EPHONE:			18.21	18.21
5-40-310 PROFESSIONAL	AND TECH SER	,			
ECSERV, INC.	17001	MONTHLY NETWORK SERVICES-GARB	06/01/2025	297.69	297.69
Total 55-40-310 PRO	FESSIONAL AND	TECH SERV:		297.69	297.69
5-40-500 COLLECTION-G	ARBAGE				
REPUBLIC SERVICES #4	0493-0008375	CITY DUMPSTERS	06/01/2025	20.00	20.00
REPUBLIC SERVICES #4	0493-0008381	3,331 CANS	05/31/2025	19,377.69	19,377.69
Total 55-40-500 COL	LECTION-GARBAC	GE:		19,397.69	19,397.69
5-40-501 COLLECTION-R	ECYCLING				
REPUBLIC SERVICES #4	0493-0008381	2,445 CANS	05/31/2025	13,152.65	13,152.65
Total 55-40-501 COL	LECTION-RECYCL	ING:		13,152.65	13,152.65
5-46-740 CAPTIAL OUTLA	AY - EQUIPMENT				
ANK HOLDING	615805	60 BLACK CANS/60 BLUE CANS	06/12/2025	16,114.83	16,114.83
Total 55-46-740 CAP	TIAL OUTLAY - EQ	UIPMENT:		16,114.83	16,114.83
10tal 55-45-145 G/Al					

PLEASANT VII	EW CITY CORPO	PRATION	8	roval Report - COUNCIL es: 6/5/2025-7/2/2025		Page: 10 Jul 02, 2025 09:25AM	
Vendor	endor Name Invoice Number		E	Description		Net Invoice Amount	Amount Paid
Dated:				<u>-</u> ,			
Mayor:				<b>-</b> -:			
City Council:				_			
-				-			
=				-			
2				_			
-				-			
City Beaarder				_			
Gity Recorder.				,			
Report Criteria:							

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

#### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this
day of, 2025, by and between the Pleasant View City Corporation, a municipal
corporation of the State of Utah (the "City"), and Papa's Place LLC and The Matthew and
Christa Montano Family Trust Dated January 18, 2024, a developer (the "Developer").

#### RECITALS

WHEREAS, Developer is the owner of certain real property located within the corporate limits of the City, more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer desires to develop certain real property located in the City, consisting of approximately 26.33 acres into a cluster subdivision ("Christofferson Ranch Subdivision"); and

WHEREAS, Pleasant View City Code §18.35 (Attachment 1) provides for Special Approval Residential Zones including the option to cluster development with an effective development agreement in place, with an intention to create more attractive and desirable environments within residential areas of the city. These zones are intended to allow for diversification in the relationship of various uses and structures to their sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in the city; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Property will be developed, including infrastructure improvements, road dedications, open space preservation, and utility placements; and

WHEREAS, Developer agrees to comply with the provisions of the Annotated Utah Code, City ordinances, and other applicable laws and regulations governing development within the City.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to the following:

- 1. **Developer's Responsibilities.** Developer shall be responsible for the following:
  - 1.1. Subdivision Layout
    - a. All requirements contained in §17.18 (Attachment 2) Subdivision Development Standards shall be adhered except as otherwise provided in §18.35 and this Agreement.
    - b. Roadways as detailed in Section 1.2; all rights-of-way shall be dedicated to the City as public roadways
    - c. Detention as detailed in section 1.3; detention parcel may be included in the below described calculations but shall be dedicated to the City upon subdivision plat recordation.

- d. Maximum number of lots shall be calculated as: the overall Property area of 26.33 acres divided by 2 acres. Maximum number of lots would be 13.
- e. All area not included in road rights-of-way, detention pond parcel, or lots shall be open space as per §18.35.040<sup>1</sup>.
- f. Lots shall meet requirements as per §18.35.040.
- g. The Developer shall construct, and dedicate to the city, a bark trail connecting Wadman Park to 4400 North (over top the existing utility easement of Lot 13 Mt. Majestic Subdivision) and an asphalt trail from 4400 North to 4575 North.
- h. Sensitive Lands Protection: The subdivision layout shall take into account the surrounding environment, particularly sensitive lands, wetlands, and ecologically sensitive areas.
- i. General subdivision layout is shown in Exhibit B.

## 1.2. Roadways

- a. 4300 North Road Developer shall:
  - Design and construct any necessary improvements as designated by the City's Development, *Design, and Construction Standards*. This would include an 8' wide sidewalk, curb and gutter, and asphalt extension from front of curb to existing asphalt on 4300 North to the western boundary of the property line.
- b. 500 West Road Developer shall:
  - Dedicate a 60-feet wide right-of-way extending from 4300 North Road to 4575 North Road.
  - ii. Design and construct a 60-foot wide rural roadway as detailed in Exhibit C.
    - b. Pavement Width: The roadway shall have a total paved width of 28-feet, measured from edge to edge of the asphalt or concrete surface, excluding curb. (see updated Public Works Standard Sheet attached)
    - c. Curb Design: The roadway shall include two (2) 9" wide flat curb constructed in accordance with city engineering standards, to provide edge protection and support for the pavement structure while allowing for proper stormwater runoff.

Trail Requirements: An asphalt trail shall be constructed on the west side of 500 West from 4400 North to 4575 West within the right of way road dedication. The trail shall have a minimum width of five (5) feet, including appropriate curb ramps at intersections and designated pedestrian crossings.

- c. 4400 North Road Developer shall:
  - i. Dedicate a 60-feet wide right-of-way extending from its current terminus westwards to 500 West.

<sup>&</sup>lt;sup>1</sup> All references to Pleasant View City Code shall be as contained in Attachment 1.

ii. Design and construct 60-foot-wide road to match existing road on 4400 North.

# 1.3. Utility Infrastructure

- a. Developer shall provide all required improvements per the Pleasant View City Code and the Development, Design, and Construction Standards, current versions as of the date of this Agreement, unless otherwise provided for in this Agreement.
- b. Developer shall provide licensed contractor's bid for the 500 West water line improvements and shall negotiate in good faith with the City for the reimbursement of improvements as detailed in paragraph 2.2.a.
- c. Developer may work with the property owner of Lot 13 of Mt. Majestic Subdivision (415 W 4400 N) for the relocation of the existing detention pond and negotiate any required agreements. If this option is taken:
  - i. The Mt. Majestic Subdivision detention pond design volume of 16, 290 cf shall be added to the proposed subdivision's detention pond calculated volume. (Original calculations are on file with the City Engineer's office.)
  - ii. Developer shall design and construct any necessary infrastructure improvements associated with the relocation of the detention pond.
  - iii. Developer shall prepare and present to City a Release of Easement document for the vacation of the detention pond easement on Lot 13 of Mt. Majestic Subdivision.
- d. Drainage Considerations: The drainage system shall be designed to efficiently channel stormwater runoff into an approved drainage system, preventing erosion and ensuring roadway longevity. Where applicable, inlets and stormwater detention and retention features shall be incorporated, with the following measures also incorporated:
  - Stormwater Management and Recharge: The drainage system shall include features such as bioswales, vegetated strips, or strategically placed infiltration basins to promote on-site water infiltration and reduce direct runoff into storm drains.
  - ii. Low-impact development (LID) techniques, such as vegetated buffers and natural drainage channels, shall be incorporated to protect native habitats.
  - iii. Erosion Control and Sediment Management: Best management practices (BMPs) shall be implemented to prevent erosion and sedimentation, particularly in areas with steep slopes or near water bodies. Temporary and permanent erosion control measures, such as silt fences, check dams, and hydroseeding, shall be utilized during and after construction.
  - iv. Water Quality Considerations: The drainage system shall be designed to reduce pollutants entering local waterways. This may include the integration

of vegetative filtration strips, stormwater treatment systems, or oil/grit separators where runoff from road surfaces is significant.

## 1.4. Special Subdivision Requirements

#### a. Subdivision Dedication

- i. Developer shall preserve Parcel A as a perpetual open space in accordance with §18.35.040.G Perpetual preservation will be accomplished by recording the Dedication Agreement with Weber County as outlined in Exhibit D on the final plat.
- ii. The Developer shall be responsible for maintaining Parcel A as nature scape for wildlife preservation, agricultural, educational, and recreational purposes. Specific maintenance obligations include but are not limited to fertilization, mowing, fence maintenance and outbuilding maintenance if applicable.
- b. Wet lands, as shown in *Aquatic Resources Delineation Christofferson Farm* Pleasant View, Utah, May 2022, prepared by Wetland Resources (Logan, Utah), on file with the City, shall be shown on the subdivision plat.
- c. Landscaping requirements:
  - i. Developer shall secure from Pineview Water Systems secondary water for a minimum of ½ acre of landscaped yard per lot.
  - Open space shall not be irrigated with culinary or Pine View secondary water.
     Developer may irrigate open space with surface water rights owned by Developer.
- iii. Each lot owner shall submit a landscaping plan from a licensed landscape architect to the Developer. Any additional water required above the ½ acre minimum will be provided by the individual lot owner. (CONFIRM WITH PINEVIEW WATER)

#### 2. **City Responsibilities.** The City shall be responsible for the following:

#### 2.1. Water Infrastructure.

- a. City shall reimburse Developer for the relocation of the existing water infrastructure following the 500 West road alignment. Relocation includes the installation of new 10-inch PVC water line and abandonment in place of existing water line; construction of new pressure reducing valve station and abandonment in place of existing station; all disconnections of existing water line at 4575 North and 4300 North, and connections of new 10-inch water line at 4575 North and 4300 North.
- b. City shall vacate all rights to the existing water line easement, whether written or prescriptive, upon recordation of the subdivision plat.

# 2.2. Storm Water

- a. City shall accept proposed subdivision's storm water detention pond parcel upon the recordation of the subdivision plat. The size of the parcel will be determined by the calculation of storm water detention required for the added hardscape within the development.
- b. Upon Final Acceptance of the subdivision improvements as detailed in City Code §17.16.060, City shall operate and maintain said detention pond.
- c. If Mt. Majestic Subdivision detention pond substitution is completed, City shall sign a Release of Easement document for the vacation of the detention pond easement on Lot 13 of Mt. Majestic Subdivision. If relocation of the existing detention pond is approved, 16,290 cf of capacity will be added to the calculation of the calculated storm water detention of the development and the size of the detention pond parcel will be increased accordingly.

#### 3. General Provisions.

- 3.1. The Parties shall cooperate in good faith to implement the terms of this Agreement.
- 3.2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.
- 3.3. Any disputes arising under this Agreement shall be resolved through mediation or arbitration before resorting to litigation.

# 4. Term and Binding Effect.

- 4.1. This Agreement shall be binding upon the Developer, its successors, assigns, and all subsequent owners of the Property.
- 4.2. This Agreement shall be recorded with the County Recorder's Office to provide notice of its terms to all future owners.
- 5. Severability. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.
- 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules.
- 7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.
- 8. Contact Information. Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer:

Papa's Place LLC

C/O Val Poll

3823 Evergreen Drive

Pleasant View, UT 84414

For City:

Andrea Zweifel

City Administrator

Pleasant View City

520 W. Elberta Dr.

Pleasant View, UT 84414

Any party may change its address by giving written notice to the other parties in accordance with the provisions of this section.

- 9. Exhibits to this Agreement. Exhibits to this Agreement are enumerated as follows:
  - 9.1. Exhibit A Property Description
  - 9.2. Exhibit B General Subdivision Layout
  - 9.3. Exhibit C 60' Rural Road Cross Section
- 10. Attachments to this Agreement
  - 10.1. Attachment 1 Pleasant View City Code §18.35 Special Approval Residential Zones
  - 10.2. Attachment 2 Pleasant View City Code §17.18 Subdivision Development Standards
  - 10.3. Attachment 3 Pleasant View City Code §17.20 Required Improvements and Guarantees

Pleasant View City Corporation, Utah By: Leonard Call, Mayor Date: \_\_\_\_\_ Attest: City Recorder NOTARY ACKNOWLEDGMENT STATE OF UTAH) :ss. COUNTY OF \_\_\_\_\_) On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted executed the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above. Notary Public Signature: Printed Name: Commission No.: My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

above.

DEVELOPER
By: Val Poll
Date:
NOTARY ACKNOWLEDGMENT
STATE OF UTAH)
: ss.,
COUNTY OF)
On this day of, 20, before me, the undersigned notary public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted executed the instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.
Notary Public Signature:
Printed Name:
Commission No.:
My Commission Expires:

# Exhibit A - Property Description

Parcels contained withing Christofferson Ranch Subdivision:

Parcel #160120016

Legal Description:

COMMENCING AT A 3.0" BRASS CAP MONUMENT SET IN 1982 AT THE WEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SECTION LINE SOUTH 00°11'12" WEST 790.67 FEET (RECORD = SOUTH 780.00 MORE OR LESS) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 4575 NORTH STREET AND THE POINT OF BEGINNING.

THENCE ALONG SAID SECTION LINE SOUTH 00°11'12" WEST 15.15 FEET TO A REBAR & CAP SET PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NO. 3222830 AND ENTRY NO. 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE DEPARTING SAID SECTION LINE AND

ALONG SAID AGREED TO LINE SOUTH 27°59'13" WEST 387.92'; THENCE DEPARTING SAID LINE SOUTH 89°55'35" WEST 308.28 FEET TO THE EAST PROPERTY LINE PER RECORD OF SURVEY NUMBER 519, DATED 12/18/1990, ON FILE IN THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE; THENCE ALONG SAID EAST LINE NORTH 18°56'43" EAST 377.91 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 4575 NORTH STREET; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY LINE NORTH 89°53'50" EAST 367.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 122,141 SQUARE FEET OR 2.80 ACRES

Parcel #160120015

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 89°44'25" WEST 710.83 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE DEPARTING SAID SECTION LINE NORTH 19°01'04" EAST 1153.00 FEET THROUGH A STEEL POST AND ALONG AN OLD FENCE LINE TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID FENCE LINE AND ALONG THE NORTH LINE OF THE JONES PROPERTY THE FOLLOWING THREE COURSES; 1) SOUTH 87°30'23" WEST 198.53 FEET; 2) NORTH 19°10'35" EAST 7.15 FEET; 3) SOUTH 89°55'35" WEST 94.24 FEET TO THE OLD FENCE LINE, ALSO BEING ON THE EAST PROPERTY LINE PER RECORD OF SURVEY NUMBER 519, DATED 12/18/1990, ON FILE IN THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE; THENCE ALONG SAID EAST LINE NORTH 18°56'43" EAST 434.38 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89°55'35" EAST 308.28 FEET TO THE LINE ESTABLISHED PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NO. 3222830 AND ENTRY NO. 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID LINE SOUTH 27°59'13" WEST 109.29 FEET TO A REBAR & CAP SET PER SAID BOUNDARY LINE AGREEMENT; THENCE TO AND ALONG AN OLD WIRE FENCE LINE SOUTH 19°01'04" WEST 330.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 120,447 SQUARE FEET OR 2.77 ACRES

## Parcel #160120017

# Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 89°44'25" WEST 710.83 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE DEPARTING SAID SECTION LINE NORTH 19°01'04" EAST 46.91 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 19°01'04" EAST 1436.89 FEET TO A REBAR AND CAP SET PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NUMBERS 3222830 AND 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG THE LINE ESTABLISHED PER SAID BOUNDARY LINE AGREEMENT NORTH 27°59'13" EAST 497.21 (RECORD = NORTH 27°59'13" EAST 496.97') FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ALONG SAID SECTION LINE SOUTH 00°11'12" WEST (RECORD = SOUTH) 1110.84 FEET TO AN EXISTING FENCE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT SAID RECORDER'S OFFICE; THENCE DEPARTING SAID SECTION LINE AND ALONG SAID FENCE SOUTH 28°28'27" WEST 632.61 FEET (RECORD = SOUTH 28°12'23" WEST 638.74 FEET, MORE OR LESS); THENCE DEPARTING SAID FENCE NORTH 89°43'56" WEST (RECORD = WEST) 81.50 FEET; THENCE SOUTH 28°01'04" WEST (RECORD = SOUTH 27°45'00" WEST) 132.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 4300 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°44'25" WEST 40.39 FEET;

THENCE SOUTH 00°56'48" WEST 18.21 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AS DESCRIBED PER THAT CERTAIN WARRANTY DEED KNOWN AS ENTRY NUMBER 3361429 RECORDED MARCH 17, 2025, ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 89°37'04" WEST 65.53 FEET (RECORD = SOUTH 89°36'54" EAST 65.67') TO THE BEGINNING OF A 4960.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 146.63' FEET (RECORD = 146.67') THROUGH A CENTRAL ANGLE OF 01°41'38" (RECORD = 01°41'39"), CHORD BEARING NORTH 88°46'15" WEST 146.63 FEET (RECORD = SOUTH 88°46'04" EAST 146.66 FEET) TO THE POINT OF BEGINNING CONTAINS 543,219 SQUARE FEET OR 12.47 ACRES.

# Parcel #160090020 (PROVIDE UPDATED LEGAL DESCRIPTION AFTER COMPLETED SURVEY)

## Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 00°11'12" EAST 734.25 FEET (RECORD = NORTH 738.08 FEET) ALONG THE SECTION LINE TO AN EXISTING FENCE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE AND THE POINT OF BEGINNING.

THENCE ALONG SAID SECTION LINE NORTH 00°11'12" EAST 1170.65 FEET TO A POINT BEING SOUTH 00°11'12" EAST 746.00 FEET FROM A 3.0 INCH BRASS CAP MONUMENT SET IN 1982 AT THE WEST QUARTER OF SAID SECTION 17; THENCE DEPARTING SAID SECTION LINE SOUTH 89°48'48" EAST 494.92 FEET: THENCE NORTH 00°11'12" EAST 737.14 FEET TO THE NORTH LINE OF THE SOUTHWEST OUARTER OF SAID SECTION 17 AND A POINT BEING SOUTH 88°47'17" EAST 495.00 FEET (RECORD = 7.5 CHAINS) FROM SAID 1982 MONUMENT AT THE WEST OUARTER OF SAID SECTION 17: THENCE ALONG SAID SECTION LINE SOUTH 88°47'17" EAST 161.67 FEET TO A POINT ON THE PROJECTED EXISTING FENCE LINE PER SAID OUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193; THENCE TO AND ALONG SAID FENCE LINE, COINCIDENT WITH THE AMENDED MT. MAJESTIC SUBDIVISION WHERE IT ADJOINS, THE FOLLOWING NINE (9) COURSES; (1) SOUTH 00°16'04" WEST 650.10 FEET; (2) SOUTH 22°35'04" WEST 222.13 FEET; (3) SOUTH 24°45'04" WEST 125.92 FEET; (4) SOUTH 24°51'04" WEST 44.51 FEET; (5) SOUTH 18°57'04" WEST 125.49 FEET; (6) SOUTH 46°06'43" WEST 69.38 FEET; (7) SOUTH 33°34'48" WEST 102.06 FEET; (8) SOUTH 29°39'11" WEST 347.00 FEET; (9) SOUTH 28°28'27" WEST 386.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 495,052 SQUARE FEET OR 11.36 ACRES.

#### Parcel #160120027

# Legal Description:

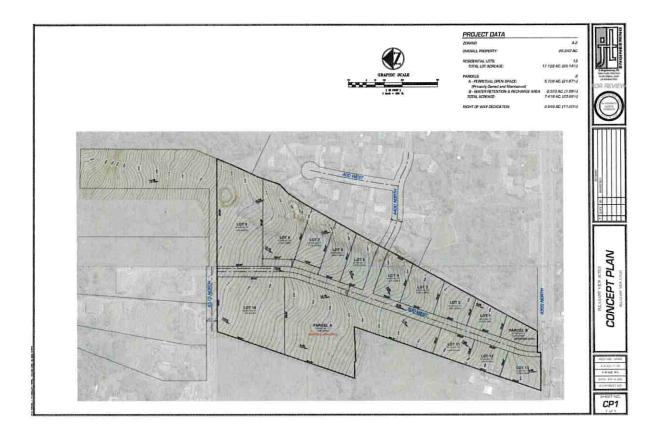
COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE ALONG THE SECTION LINE NORTH 89°44'25" WEST 394.88 FEET (RECORD = SOUTH 89°50'47" WEST 396.44 FEET); THENCE DEPARTING THE SECTION LINE NORTH 28°28'27" EAST 68.09 FEET (RECORD = NORTH 28°12'23" EAST) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 4300 NORTH STREET AND THE POINT OF BEGINNING.

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°44'25" WEST 80.31 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 28°01'04" EAST 132.01 FEET; THENCE SOUTH 89°43'56" EAST 81.50 FEET TO AN EXISTING WIRE FENCE; THENCE ALONG SAID WIRE FENCE LINE SOUTH 28°28'27" WEST 132.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,451 SQUARE FEET OR 0.22 ACRE.

### Exhibit B - General Subdivision Layout

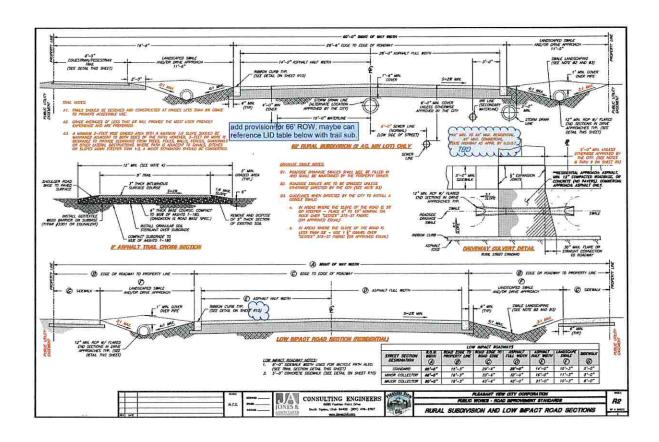
Concept Plan for Christofferson Ranch Subdivision



### Exhibit C - 60' Rural Road Cross Section



### Rural Road Cross Section.pdf



### Exhibit D – Dedication Agreement

Weber County Sec. 106-7-1 Subdivision Dedication

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots, streets and parcels as shown hereon and name said tract Christofferson Ranch Subdivision.

We hereby dedicate, grant and convey to the governing body all those parts or portions of said tract of land designated as:

For public streets, the same to be used as public thoroughfares:

For public trails, the same to be used by the public for nonmotorized transportation and recreation;

We further dedicate, grant and convey to Weber County, Utah, a perpetual right and easement over, upon, and under lands designated herein as:

For public utility easements: the same to be used for the installation, maintenance, and operation of public utility service lines, storm drainage facilities, irrigation canals, or any other utility or street-related facility as authorized by the County.

Further, we reserve for the visual benefit of the subdivision (Labeled on the final plat as **Parcel A** – **Perpetual Open Space**) an open space to remain open and undeveloped except for approved agricultural, educational, recreational and wildlife preservation purposes. Perpetual open space maintenance will be provided by the Developer. Maintenance of Open Space will seek to preserve the historic nature scape and agricultural uses and will include but is not limited to fertilization, mowing, fence maintenance and outbuilding construction and maintenance if applicable. **At no time, and under no circumstance shall Parcel A be further subdivided or developed into anything outside of the above purposes.** 

### CHAPTER 18.35 - SPECIAL APPROVAL RESIDENTIAL ZONES

**18.35.010 Purpose and Intent.** The purpose of this zone is to encourage imaginative and efficient utilization of land by providing greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwelling units. These provisions are intended to create more attractive and more desirable environments within residential areas of the city. These zones are intended to allow for diversification in the relationship of various uses and structures to their sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in the city. (Ord.2007-9, 6/26/07)

### 18.35.020 Applicability.

A. Both forms of development under this chapter, Cluster Developments and Planned Residential Unit Developments, require a zone change together with a concept plan approval.

Development agreements are required in all cases.

- B. Such developments shall be done only in conformance with this chapter, shall require subdivision approval following the requirements of the city subdivision regulations, and shall be developed only in conformance with an approved development plan.
- C. During the initial zone change/concept phase, a decision as to the appropriateness of the proposed development at the location, and the acceptability of the design plan, shall be made. Such appropriateness and acceptability shall be judged on compatibility with the general plan, design features, compatibility with surrounding land uses, and the prominence and suitability of natural or open space features.
- D. All conditions identified as part of this process shall become a written part of the record and shall be recorded on the plat or by separated development agreement.
- E. Both forms of development may be allowed, subject to specific approvals, in all areas of the city, provided they are proposed for property with a minimum size of 10 acres.
- F. An application for a development under the zone change/concept plan process, does not guarantee the property owner the right to exercise the provisions of this chapter. Such zoning shall be approved by the planning commission and the city council only if, in their judgment, the proposed development fully meets the intent, purposes and requirements of the General Plan and Zoning Ordinance. (Ord.2007-9, 6/26/07)

### 18.35.030 General Standards of Approval.

A. Through the zone change process, land may be classified as suitable for a Special Approval Development pursuant to the following considerations as determined appropriate by the Planning Commission and City Council:

- 1. The classification is not in conflict with any applicable element of the Pleasant View City General Plan.
- 2. The land has features which are compatible with clustering or other nonstandard development.
- 3. The land has features which are compatible with the coordination and design of open spaces such as natural and scenic environmental features including wetlands, drainage courses, ridge line, slopes, trees, rock outcroppings, natural trails, and other special features.

  4. Such land will be better preserved and enhanced by integrated planning and design as a whole, pursuant to the provisions of this Chapter, rather than under conventional zoning regulation. (Ord.2007-9, 6/26/07)

### 18.35.040 Cluster Developments.

- A. Cluster developments are intended to allow for the preservation of open spaces by permitting flexibility in neighborhood and subdivision lot design.
- B. The provision of open space may be developed as recreation facilities or left in its natural state for the preservation of natural features or wildlife areas or a combination thereof.
- C. It is not intended that this type of development be universally applied, but only where circumstances of natural features and land use make it appropriate and of special benefit to the residents of the development and/or the general public.
  - D. Lot Regulations. The base requirement shall be the same as an RE-20 zone.
- 1. Area. The minimum lot area for dwellings may be reduced below the base area, subject to specific approval of a development plan, but in no case less than as required in an RE15 zone.
- 2. Width. The minimum lot width may be reduced below the base width, subject to specific approval of a development plan, but in no case to less than 85 feet.
- E. Slope Exclusion. Lands with an average slope of thirty-five percent or greater shall not be classified as developable and shall not be considered when determining reductions in lot area or width. Such lands may be dedicated as open space but may only be considered in the open space substitution requirements, as required in F, on a 50% basis.
- F. Open Space Substitution. There shall be permanently reserved within the development for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the base requirements, provided however, that no individual parcel of land shall be less than one acre and the total open area shall be no less than three acres.
  - G. Open Space Preservation.
- 1. Recreation and/or open space areas to be permanently reserved shall be improved, landscaped, and maintained in accordance with a plan approved by the planning commission and city council. If the recreation/open spaces are to remain in their natural state, this too shall be approved by the planning commission and city council.
- 2. To insure that the recreation and/or open space parcels are permanently reserved and maintained, the city will require, as deemed appropriate by the city:
- a. Open space easements for such parcels be deeded to Pleasant View City with the recording of the final plat of the cluster subdivision; or

b. Appropriate covenants and agreements which restrict the land perpetually as open space for common use and for permanent maintenance of such areas by the developer or homeowners' association to be recorded along with the final plat of the cluster subdivision.

i. If the developer forms a homeowner's association for the permanent

maintenance and other responsibilities regarding the common open space, such documents shall be approved by the city and recorded in the office of the Weber County Recorder at the same time as the final plat; or

3. Dedicating to the city such open space areas. (Ord.2007-9, 6/26/07)

### 17.18 - SUBDIVISION DEVELOPMENT STANDARDS

### 17.18.010 Relation to Adjoining Street Systems:

- 1. Arrangement of Streets: The arrangement of streets in new subdivisions shall make provisions for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) as required for public utilities and improvements. The street arrangement shall not cause unnecessary hardships to owners of adjoining property when such property is subdivided and access is required.
- 2. Master planned streets: All street designated on the City's Master Street Plan shall be incorporated in the development design.
- 3. Angle of Minor Streets: Minor streets shall approach the major or collector streets at an angle of not less than eighty (80) degrees. (Ord.2008-5, dated 4/8/08)

### 17.18.020 Street and Alley Widths, Cul-de-sacs, and Easements:

- 1. Street Dedication: All streets in subdivisions in the City shall be dedicated to the City, except that private streets may be approved under special circumstances as determined by the City Council. Except for width, walks and curbing designs specifically approved otherwise by the city as part of a special approval development, construction of all streets shall comply with City Standards and be approved by the City Engineer.
- 2. Major and Collector Streets: Major and collector streets shall conform to the width designated on the major street plan wherever a subdivision falls in an area for which a major street plan has been adopted. For territory where such street plan has not been completed at the time the preliminary plat is submitted to the Planning Commission, major or collector streets shall be provided as required by the Planning Commission, with minimum widths of eighty (80) or one hundred feet ten (110) feet for major streets and sixty-six feet (66) feet for collector streets.
- 3. Minor Streets: Minor streets shall have a minimum width of sixty feet (60) feet.
  - 4. Minor Terminal Streets (Cul-De-Sacs):
- a. Minor terminal streets (cul-de-sacs) shall be not longer than six hundred and fifty (650) feet measured from the center of the intersecting street to the center of the turnaround. Each cul-de-sac must be terminated by a turnaround of not less than one hundred feet (100) feet in diameter. If surface water drainage is into the turnaround, due to the grade of the street, necessary catch basins and drainage easements shall be provided.
- b. Minor terminal streets (cul-de-sacs) shall not be allowed to be back to back or adjacent to each other (without an intervening street). In such circumstances, looping of streets or eliminating one of the cul-de-sacs is required.
- c. Where a street is designed to remain only temporarily as a dead end

street, an adequate temporary turning area shall be provided at the dead end thereof to remain and be available for public use so long as the dead end condition exists. Such streets may only be allowed where reasonable opportunity for potential development exists, as determined by the city. Except in special circumstances, as determined by the city, no subdivision may be approved containing more than one such dead end street (looping of streets would be required).

- d. Subdivisions with a single permanent access may contain no more than twenty (20) lots.
- 5. Except as specifically approve otherwise by the Land Use Authority, all subdivision of five or more lots must have a minimum of two permanent access points, subdivisions of more than fifty (50) lots including all phases must have three or more access points as determined appropriate by the city.
- 6. Marginal Access Streets: Marginal access streets of not less than forty feet (40) feet in width may parallel all limited access major streets, as required by the City Engineer and approved by the City Council.
- 7. Half Streets: Half streets proposed along a subdivision boundary or within any part of a subdivision are prohibited.
- 8. Standard Street Sections: All proposed streets, whether public or private, shall conform to the street cross section standards as recommended by the city engineer and adopted by the City.
- 9. Street Grades: Minimum grades for all streets shall not be less than 0.5 percent. Except where due to special circumstances, street grades for any length of road at any point shall not exceed the following percentages:
  - a. Major public streets eight percent (8%);
  - b. Collector streets twelve percent (12%);
  - c. Minor public streets twelve percent (12%);
  - d. Private streets twelve percent (12%).
- 10. Alleys: Alleys may be required in the rear of business lots, but will not be accepted in residential blocks unless part of a PRUD or other Special Approval Development as determined by the City.
- 11. Trails: Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.
- 12. Protection strips: Where subdivision street parallel contiguous property of other owners, the city may approve the retention of a protection strip of not less than one foot in width between the street and adjacent property, provided, that an agreement with the city and approved by the city attorney has been made by the applicant, contracting to dedicate the one foot or larger protection strip free of charge to the city for street purposes upon payment by the then owners of the contiguous property to the applicant of a consideration named in the agreement, such consideration to be equal to the fair cost of the street improvements properly chargeable to the contiguous property, plus the value of one-half the land in the street at the time of the agreement, together with interest at a fair rate from time of agreement until time of subdivision of such contiguous property.

13. Pioneering agreement: The city may require and enter into a pioneering agreement for construction of roads off site of the project as the need is determined by the city. (Ord.2022-8, dated 3/8/22 and Ord.2008-5, dated 4/8/08)

### 17.18.030 Lots: All lots shall comply with standards as found herein.

- 1. Arrangement and Design: The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography and to existing and future development.
- 2. Compliance with Zoning Ordinance: All lots shown on the subdivision plat must comply with requirements of the Zoning Ordinance.
- 3. Abut on Public or Private Street: Each lot shall abut on a public street or private street dedicated by the subdivision plat or an existing publicly dedicated street. Interior lots having frontage on two (2) streets shall be prohibited unless specifically determined by the City that such design is the most appropriate use of the property, would not create any additional nuisance or hazardous conditions, and vehicular access to one of the streets (except for commercial or industrial uses), as determined by the City, is prohibited as recorded on the plat.
- 4. Side Lines: Side lines of lots shall be approximately at right angles, or radial to the street line.

Remnants: All remnants of lots below the minimum size required in the zone, left over after subdividing a larger tract, must be added to adjacent lots, rather than allowed to remain as unusable parcels.

- 5. Natural Drainage And Other Easements: The City may require easements for drainage from or through adjoining property be provided by the Applicant for any natural or historical drainage area and may allow or require piping and other improvements to protect adjoining property and/or water rights. Easements of not less than ten feet (10') in width for water, sewers, drainage, power lines and other utilities shall be provided in the subdivision where required by the City.
- 6. All lots shall have a reasonable building area (defined as land with a slope less than 15%) of at least 7500 square feet with a minimum width of 50 feet.
- 7. Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.
- 8. Flag lots are not allowed. (Ord.2022-8, dated 3/8/22 and Ord.2008-5, dated 4/8/08)

### 17.18.040 Blocks:

- 1. The maximum length of blocks generally shall be thirteen hundred feet and the minimum length of blocks shall be five hundred feet. Blocks over eight hundred feet in length may, at the discretion of the City, be required or approved with a dedicated walkway through the block at approximately the center of the block. Such walkway shall not be less than ten feet in width.
- 2. The width of blocks shall be sufficient to allow two tiers of lots or as otherwise approved by the City because of design, terrain or other unusual conditions.

- 3. Blocks intended for business or industrial use shall be designed specifically for such purposes with adequate space set aside for off-street parking and delivery facilities. (Ord.2008-5, dated 4/8/08)
- **17.18.050 Slope Special Requirements**: In order to appropriately evaluate and protect against any potential impacts to adjacent properties and city infrastructure and services, the following special requirements apply to all development in the city.
- 1. Based on a contour map at intervals no greater than ten feet, a slope calculation is required for the average slope of the site prior to any grading, utilizing the following formula:

S = .00229 (I) (L) / A

Where S is the average slope

I is the contour interval in feet

L is the summation in length in feet of all contour lines

A is the total number of acres

- 2. If the calculation results in an average slope exceeding 15%, then additional standards and evaluations shall be placed on the subdivision including:
  - a. As overall slope increases, density shall decrease. Slopes between 15

and 20% shall have no more than 1 unit per acre. Slopes greater than 20% and up to 25% shall have no more than 1 unit for every 2 acres. Slopes greater than 25% and up to 30% shall have no more than one unit for every 5 acres. No development is allowed on slopes greater than 30%.

- b. As slope increases, allowable impermeable surfaces shall decrease. For lots with slopes of 15-20%, no more than 25% of the lot shall be impermeable surfaces. For lots with slopes greater than 20% and up to 25%, no more than 15% of the lot shall be impermeable surfaces. For lots with slopes of greater than 25% and up to 30%, no more than 7.5% of the lot shall be impermeable surfaces.
- c. All lots shall have a reasonable building area (defined as land with a

slope less than 15%) of at least 7500 square feet and a minimum width of 50 feet.

d. Additional fire safety/emergency vehicle related reviews may
 be

required including but not limited to, access, fire hydrants, driveway (grades, lengths, and widths), road surfacing, turnarounds, building distances from the street, and so on.

e. Spark arresters shall be installed on all indoor and outdoor fireplaces.

f. A grading and drainage plan shall be submitted with the subdivision

improvement drawings. The plan shall clearly identify how the developer intends on grading each lot to insure that storm water runoff is directed to the fronting or intersection roadways in such a manner that it will not have an adverse effect on adjacent or neighboring properties. Building pad elevations; cuts and fills, drainage swales, slopes, and proposed drainage easements shall be minimum design elements and shall assure reasonable access and safety.

g. Existing vegetation shall be preserved to the greatest extent possible. A map of areas to be disturbed shall be submitted. Disturbed areas shall be revegetated within two months, in accordance with an approved re-vegetation plan.

Rock outcropping shall be avoided.

- h. Trail accesses and connections to existing and planned trails shall be
- considered in the subdivision design.
- 3. For any portions of one-half acre or greater of the subdivision that have slopes over 15%, the appropriate design and safety provisions above (2b thru f) shall apply to the development of sub-areas within the subdivision where such slopes are found. (Ord.2008-5, dated 4/8/08)
- **17.18.060** Adequate Public Facilities Ordinance: Every subdivision, new development, conditional use permit, and site plan resulting in additional impact on existing infrastructure shall also meet and are subject to the terms and conditions of the Adequate Public Facilities requirements of the City described in *Chapter 18.70 Adequate Public Facilities*. (Ord 2017-2, dated 2/15/17; prior code: Ord.2014-6, dated 7/22/14)

# Attachment 3 – Pleasant View City Code §17.20 Required Improvements and Guarantees 17.20 - REQUIRED IMPROVEMENTS AND GUARANTEES

17.20.010 Required improvements: The applicant/owner of any land to be part of a subdivision shall, at his own expense, install all required improvements and guarantee the installation of such improvements, as provided herein, according to the City Development Standards and Specifications and as inspected and approved through the office of the City Engineer. All utilities, including power, gas, phones, cable, and as found herein, shall be provided for all lots in the subdivision and shall be underground facilities unless specifically approved otherwise by the city engineer.

### 1. Water Supply:

- a. The applicant(s) shall install culinary water lines, or shall contract with the local culinary water distributing agency to make the water supply available to each lot within the subdivision, including laterals to a point at least fifteen feet beyond the property line of each lot with a permanent mark approved by the city placed on the curb. Information concerning the residual water pressure in the existing mains at the approximate point of connection shall be provided to the city engineer. The applicant(s) shall have an engineer determine the adequacy of the existing water system to provide culinary water and fire protection as required by the State Office of Environmental Quality and Division of Drinking Water, and shall submit the information to the City Engineer for review and approval.
- b. The applicant(s) shall install secondary water lines, and shall contract with the local secondary water distributing agency to make the water supply available to each lot within the subdivision, including laterals to the property of each lot as required by the water distributing agency or fifteen feet beyond the property line with a permanent mark approved by the city placed on the curb.
- 2. Sewage Disposal: All sanitary sewer systems are required to connect to the public sanitary sewer system and provide adequate lateral lines to a point at least fifteen feet beyond the property line of each lot with a permanent mark approved by the city placed on the curb. Such sewer connections and subdivision sewer systems shall comply with the City Development Standards and Specifications and shall be approved by the City Engineer.
- 3. Storm Water: The applicant(s) is/are required to dispose of storm water and surface drainage into an approved City storm drain system. If easements are required across adjoining property to permit drainage of the subdivision, it shall be the responsibility of the applicant(s) to acquire such easements. Initial detention of storm water may be required for all subdivisions, as determined by the City Engineer. All construction shall comply with the City storm water management plan.
- 4. Street Grading and Surfacing: As required by the City Development Standards and Specifications.

- 5. Curbs, Gutters and Sidewalks: Curbs, gutters and sidewalks shall be installed on existing and proposed streets by the applicant(s) unless specifically determined by the City Council that such is not necessary for safety or other reasons such as in a PRUD or other Special Approval Development.
- 6. Street Drainage: Drainage structures shall be required by the City Engineer where necessary.
- 7. Monuments: Permanent monuments shall be accurately set and established at such points as are necessary to definitely establish all lines of the plat. Monuments shall be of a type approved by the City Engineer. All subdivision plats shall be tied to at least two approved county monuments.
- 8. Street Trees: Street trees may be required by the Approval Authority to be planted along street rights-of-way by the applicant(s).
- 9. Fire Hydrants: Fire hydrants shall be installed. Such fire hydrants shall be of the type, size, number and be installed in such locations as determined by the City Engineer in concert with the City Fire Marshall.
- 10. Street Signs: Street signs shall be installed by the City and the cost of labor and materials charged to the applicant(s).
- 11. Street Lighting: The applicant shall provide appropriate street lighting, as a part of any development, as required by the City.

### 12. Fencing:

- a. A solid board, chain link, or other non-climbable fence not less than six feet (6') in height shall be installed on both sides of existing irrigation canals, bordering open reservoirs, sloughs, railroad rights of way or non-access streets, and which are located within or adjacent to the subdivision, except where the Approval Authority determines that park areas, including streams or bodies of water, shall remain unfenced. The Approval Authority shall determine the appropriate fence in each case. Such fences shall be installed prior to the issuance of any building permit in the subdivision.
- b. The Approval Authority I may also require a fence of the type to be determined in each instance to be erected when any subdivision adjoins a use to which uncontrolled access might result in damage or nuisance to the subdivision or adjoining property, or where the Approval Authority determines that the absence of a fence may create a nuisance or hazard to the welfare of the residents of the subdivision or adjoining property. Specific consideration shall be given for requiring fencing where the subdivision is adjacent to existing animal uses and producing agriculture uses. Such fences shall be installed prior to the issuance of any building permit in the subdivision.
- 13. Staking of Lots: Survey stakes shall be placed at all lot corners, and nails shall be placed in curbing, so as to completely identify the lot boundaries on the ground.
- 14. Pioneering agreement: The city may require and enter into a pioneering agreement for installation of off-site improvements and upsizing of utilities to serve other properties as the need is determined by the city.

15. Special Improvements: The applicant shall install and guarantee any and all special improvements required by the City as part of subdivision or development approvals. (Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

# 17.20.020 Installation of improvements, improvement completion assurance and warranty

- 1. Installation of improvements shall be completed within two (2) years of the date of approval of the final plat by the city. The city engineer may, for good cause, extend this completion time requirement for no more than one (1) additional year, provided that the completion assurance required to be filed with the city, as set forth below, is extended for the same one (1) year period.
- 2. The applicant shall provide the city with an acceptable improvement completion assurance. Said improvement assurance shall be a corporate surety bond for any amount deemed necessary, a cash bond for any amount deemed necessary or a letter of credit option with a total improvement completion amount of \$1 million dollars or more, as acceptable assurances to the city in an amount to be determined by the city engineer and in accordance with Utah Code Ann. § 10-9-604.5. An agreement associated with the improvement assurance and terms of application, approved as to form by the city attorney, shall be approved by the City Council and recorded in the Weber County Recorder's Office with the approved final plat.
- 3. The applicant shall warranty said improvements in the amount equal to 10% of the total cost of the improvements, according to the estimate approved by the city engineer and in accordance with Utah Code Ann. § 10-9-604.5. Warranty shall be provided by means of a corporate surety bond, a cash bond, or a letter of credit as acceptable to the city.
- 4. The accepted and approved improvement guarantee form, surety bond, cash bond, or letter of credit shall be filed with the city recorder. (Ord.2023-2, dated 1/24/23; prior code: Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

**17.20.030 Administration**: The Mayor or City Administrator is authorized to prescribe by administrative rule or regulation, forms and procedures to ensure the orderly, regular and efficient processing of applications for the approval of a proposed subdivision, and compliance with the requirements of this title. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)

17.20.040 Phased Development: Whenever the applicant(s) develops a subdivision a portion at a time, such development shall be in an orderly manner and in such a way that the required improvements will be continuous and all of the said improvements will be made available for the full, effective and practical use and enjoyment thereof by the lessees or grantees of any of the lands subdivided within the time hereinabove specified. (Ord.2011-1, dated 2/22/11: prior codes: Ord.2008-5, dated 4/8/08)

### 17.20.050 Inspection of Improvements:

- 1. The City Engineer shall inspect or cause to be inspected all improvements to public systems including but not limited to streets, fire hydrants and water supply, storm water and sewage disposal systems in the course of construction, installation or repair.
- 2. Excavations for fire hydrants, water, storm water and sewer mains and laterals shall not be covered over or backfilled until such installation shall have been approved by the City Engineer or his designee. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the applicant(s) or responsible party by the City Engineer.
- 3. Televiewing Lines: Prior to approval and acceptance by the city, applicant shall inspect all sanitary sewer and storm water pipe lines by means of remote televiewing equipment and shall record the entire televiewing inspection on video tape or other acceptable reproduction means for review by city officials.
- 4. The city engineer shall inspect or cause to be inspected, in the course of construction, installation or repair, all special improvements required by the City as part of a subdivision or development approval.
- 5. The applicant shall be responsible for the payment of all costs for such inspections. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)

### 17.20.060 Condition of Improvements Guaranteed:

- 1. Except as found elsewhere in this section, the applicant shall warrant and guarantee the improvements provided for herein and every part thereof, will remain in good condition for a period of one year, after the City Engineer has initially accepted the improvements, and agree to make all repairs to and maintain the improvements and every part thereof in good working condition during the guarantee period with no cost to the City.
- 2. Conditional acceptance to begin the guarantee period may be granted by the City Engineer once all improvements required for the development have been installed, inspected and approved, and as-built drawings in a form acceptable to the city engineer have been provided.
  - a. The applicant, in accordance with Utah Code 10-9a-509.5, may request a determination of acceptance or rejection of completed improvements and the city shall respond with due diligence.
- 3. A special exception for Conditional acceptance may be granted by the City Engineer if the following items are not completed:
  - a. Special Exception for Sidewalk: The city engineer, at his discretion, may allow the applicant developer an additional one year from the date of conditional acceptance of the improvements to install the sidewalk in the subdivision provided that:
    - i. The subdivision does not front on a major street where

installation of the sidewalks is necessary for the safety of the general citizenry; ii. All lots built on in the subdivision have sidewalk installed

on the lot where shown on the construction plan; iii. Sidewalk must be installed prior to the issuance of a

Certificate of Occupancy for any dwelling in the subdivision; iv.

No more than 75% of the lots are built on in the

subdivision. When the percentage of lots built on exceeds 75%, all sidewalks must be installed before any additional building permits are issued;

- v. Guarantee Period. Once completed, the applicant shall warrant and guarantee that the sidewalk will remain in good condition for a period of one year after the date of conditional acceptance by the city and shall make all repairs to and maintain the sidewalk in good condition during the guarantee period at no cost to the city. The determination of the necessity for repairs and maintenance or work rests with the city engineer, whose decision upon the matter shall be final and binding on the developer.
- vi. The escrow for any uncompleted sidewalk is to be kept in place, plus 15% of the engineer's estimate for all sidewalk in the project. The city may allow the establishment of a separate escrow guarantee, by agreement as found herein and based on current estimates approved by the City Engineer.
- vii. Final acceptance of the sidewalk will follow the same procedure as outlined in number 4.
- b. Seal coat: Where the city determines that the application of the seal coat is not appropriate due to weather or other factors, the guarantee period may be started without completing the seal coat provided the escrow for such, plus any anticipated cost increases, is kept in place.
- c. Signs and lighting: Where the city is ordering and or installing signs and street lighting, the guarantee period may be started provide the escrow remains in place for such items.
- 4. Upon completion of all required improvements, the applicant must request in writing to the city planner a review of the project status. The planner shall refer the request to the city engineer and shall also notify all property owners in the project by mail or in person of the request and allow such owners two weeks for comments, to the planner, regarding the status of the project. The planner shall endeavor to resolve, with the applicant and city engineer, any problems received. If matters cannot be resolved, and at the discretion of the planner, the request may be referred to the City Council for resolution. Final acceptance may be granted by the City Engineer provided all required improvements have been completed, any

problems addressed with the city planner and/or City Council are resolved, and improvements are judged to be in acceptable condition. The city may allow a separate escrow for special exception items as found in number three, to be established by agreement, and acceptance may then be granted on original items.

- 5. The applicant shall be responsible for all inspection costs.
- 6. As allowed in Utah Code 10-9-604.5, if the city determines, based on the specifics of the applicant's property or prior performance, that a two year guarantee period is necessary to protect the public health, safety, and welfare, the city may require such two year guarantee period. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)



MIII	псу	///	IUI	
Date				

Client Contact Company Name (Legal Entity Name) Address Address

Re: Letter Agreement for Professional Services for WFRC Skyline Drive 1100 West - 500 West, Pleasant View

Dear	
Dog	 

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Client") for providing right-of-way acquisition services in support of the ("Agreement") to corridor preservation efforts for the Skyline Drive Project located in Pleasant View City, Utah. ("Project").

### Project Understanding

The project includes the extension and improvement of Skyline Drive, requiring the acquisition of real property rights to facilitate construction, utility placement, and long-term transportation use.

### Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- 30-day negotiation period
- No relocation services are anticipated
- Voluntary acquisitions
- Eminent domain will not be used to compel the sell.

If any of these assumptions are not correct, then the scope and fee will change.

### Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The consultant will provide professional right-of-way acquisition services in accordance with federal and state regulations, including title and appraisal coordination, preparation of offers, negotiate with property owners, facilitate settlements and closings.

### Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:



### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following: Right of way design.

### Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: Ownership record, conveyance instruments/deeds, RW plan sheets, exhibit, PS&E sheets.

### Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

### Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

### Fee and Expenses

### For tasks to be billed cost plus:

Kimley-Horn will perform the Services in Tasks \_\_ - \_ on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to Kimley-Horn's then-current rates.

Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Include if fee estimates are provided: Based on current information, Kimley-Horn estimates that labor fees will be approximately \$\_\_\_\_\_. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Payment will be due within 25 days of Client's receipt of the invoice and should include the invoice number and Kimley-Horn project number.

For tasks to be billed cost plus max:



Kimley-Horn will perform the services in Tasks \_\_ - \_ on a labor fee plus expense basis with the maximum labor fee shown below.

### Add/Delete rows as appropriate

Task	Number & Name	Fee	Туре
1	ROW Design		Hourly, Not-to-Exceed
2	Name of Task	\$	Hourly, Not-to-Exceed
3	Name of Task	\$	Hourly, Not-to-Exceed
	Total		\$

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### For tasks to be billed lump sum, where the lump sum includes labor and expenses:

Kimley-Horn will perform the services in Tasks \_\_ - \_\_ for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

### Add/Delete rows as appropriate

Task	Task Number & Name		Туре
1	ROW Acquisition/Parcel	\$2,200	Lump Sum
2	ROW Appraisal/Parcel	\$2,900	Lump Sum
3	Appraisal Review/Parcel	\$900	Lump Sum
4	Appraisal Revision/Parcel	\$1,500	Lump Sum
	Total	\$8,2	200



Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### For tasks to be billed lump sum, where the lump sum does not include expenses:

Kimley-Horn will perform the services in Tasks \_\_ - \_ for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

### Add/Delete rows as appropriate.

Task	Number & Name	Fee	Type
1	Name of Task	\$	Lump Sum
2	Name of Task	\$	Lump Sum
3	Name of Task	\$	Lump Sum
	Total	9	5

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Insert Client's Legal Entity Name (to match Address Block).

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

 Please email all invoices to	 _
 Please copy	

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: [enter your signature]

Printed Name: [enter your printed name]

Title: [enter your title]

The entity name in the opening address block, in the first paragraph of this Agreement identified as Client, and in the below address block must all match. If the names do not match, do not accept this Agreement. Go back to the client to determine the correct name and then make all three places where the name is mentioned match.

[INSERT CLIENT NAME]
SIGNED:
PRINTED NAME:
TITLE:
DATE:
Client's Federal Tax ID:
Attachment – Request for Information Attachment – Standard Provisions



### Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification								
Full, Legal Name of (	Client							
Mailing Address for I	nvoices							
Contact for Billing Inc	quiries							
Contact's Phone and								
Client is (check one)		Owner		Agent for	Owner		nrelated to wner	
Property Identification	on							
roporty incining	Parcel 1	P	arcel	2	Parcel 3	0	Parcel 4	
Street Address								
County in which	-							
Property is Located								
Tax Assessor's Number(s)								
Property Owner Iden	tification							
Toperty Owner Iden	Owner 1	To	wner	2	Owner 3		Owner 4	
Owner(s) Name								
Owner(s) Mailing Address								
Owner's Phone No.								
Owner of Which Parcel #?								
Project Funding Iden	tification -	- List Fund	ling S	ources fo	r the Proje	ect		

Attach additional sheets if there are more than 4 parcels or more than 4 owners

### KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- Kimley-Horn's Scope of Services and Additional Services. Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- Period of Services. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) Method of Payment. Client shall pay Kimley-Horn as follows:
- a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.

Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104

Account Number: 2073089159554

ABA#: 121000248

- c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
- d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
- e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due
- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

- Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) Use of Deliverables. All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- Intellectual Property. Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <a href="https://www.kimley-horn.com/khts-software-license-agreement">https://www.kimley-horn.com/khts-software-license-agreement</a> ("the License Agreement") which terms are incorporated herein by reference.
- Opinions of Cost. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) Standard of Care. The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) Construction Costs. Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) Dispute Resolution. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

### 16) Construction Phase Services.

- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
- b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) Confidentiality. The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **RESOLUTION 2025-K**

A RESOLUTION OF PLEASANT VIEW CITY, UTAH, ADOPTING A POLICY STATEMENT REGARDING THE ESTABLISHMENT OF PUBLIC INFRASTRUCTURE DISTRICTS; SEVERABILITY, AND EFFECTIVE DATE

**WHEREAS**, Pleasant View City (hereafter referred to as the "City") is a municipal corporation duly existing under the laws of the state of Utah; and

**WHEREAS**, in the 2019 General Session S.B. 228 the State Legislature adopted the "Public Infrastructure District Act" codified in UCA, § 17D-4-101, et seq.; and

**WHEREAS**, the Public Infrastructure District Act was established for local entities to create public infrastructure districts as a financing tool to assist in development; and

**WHEREAS**, the magnitude of local and regional infrastructure needed in the City where development and redevelopment is occurring sometimes requires the availability of a broad range of financing tools; and

**WHEREAS**, the City desires to formally adopt a policy statement establishing criteria for considering the creation of a Public Infrastructure District (PID).

**NOW, THEREFORE**, be it resolved that the City Council of Pleasant View City, Utah does hereby adopt the Policy Statement: Public Infrastructure Districts "Exhibit A".

SECTION TWO: This resolution shall take effect immediately upon adoption.

**DATED** this 8<sup>th</sup> day of July, 2025

	PLEA	SANTV	IEW CITY, UTAH
	Leon	ard Cal	l, Mayor
ATTEST:			
<u></u>	Vote:		
City Recorder	Yes	No	
			CM Arrington
			CM Gibson
	<del></del> :		CM Marriott
	<del></del> :		CM Nelsen
			CM Urry

### Pleasant View City, Utah

### POLICY STATEMENT: ESTABLISHING PUBLIC INFRASTRUCTURE DISTRICTS

This policy statement addresses the criteria under which [Insert City Name] City, Utah (the "City") will consider applications for proposed Public Infrastructure Districts (the "District"). Compliance with these criteria shall not obligate the City to approve formation of the District. The Governing Document will be subject to approval by the City in both form and substance. The criteria are intended to serve as guidelines for the review of letters of intent and Governing Documents.

The policy statement has three sections:

- 1. Process for applying including fees charged
- 2. The City's decision-making criteria
- 3. Governing Document requirements

### Process and Fees

Any proposed Public Infrastructure District will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a Public Infrastructure District is determined to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, unless otherwise waived by the City.

### A. Petition and Letter of intent to form a Public Infrastructure District

The applicant shall submit (1) a petition meeting the requirements outlined in Utah Code Title 17B, Chapter 1, Part 2 as modified by 17D-4-201 and (2) a letter of intent containing the following information in summary form. The petition and letter will be used by staff to make a preliminary determination about the appropriateness of a District and must be submitted prior to submittal of a draft Governing Document. A positive staff response to the petition or letter of intent does not assure approval of the Governing Document. The petition shall also be submitted concurrently with the recorder of the City for certification pursuant to Title 17B.

### Letter of Intent contents:

- Description of District area including size, location, area context (significant natural and manmade features, major public improvements, adjacent development), development history, and proposed development;
- 2. Description of proposed development within the boundaries of the proposed District including general distribution of land uses and densities and phasing of development;
- 3. Summary of needed infrastructure, services and facilities:
  - a. Currently expected development scenario;

- b. Required local and regional infrastructure and facilities for such development;
- c. Regional and local infrastructure the proposed District is to provide;
- d. Estimated construction costs for the proposed District improvements;
- e. General description of phasing of construction based on development projections;
- f. Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;
- g. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area; and
- h. A sample plan of finance depicting the possible sources and uses of funds for the District.
- 4. Provide the following financial plan information:
  - a. Proforma financial overview of total costs and total revenues from all revenue and capital sources demonstrating a complete plan of finance for the entire project;
  - An example plan of finance showing a proposal of how the proposed financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the District (the "Board") within the parameters of the Governing Document;
  - c. Proposed operating budgets for the District's first three years of existence; and
  - d. Any other forms of public financing and assistance being sought, including assessment areas.
- 5. Proposed timeline for District creation.
- 6. Acknowledgement that a consent must be signed prior to the hearing date for the governing document by all property owners and registered voters, if any, within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.
- 7. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City.
- 8. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document.

### B. Review Process

The City will review the petition and letter of intent utilizing these criteria to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal. Conceptual approval does not assure approval by the City's governing body (the City Council) of the governing document.

The City anticipates utilizing staff and consultants withing the community and economic development, financial, legal, public works, and other municipal advisors in review of the Petition, Letter of Intent, Governing Document and any other components of the District as the city deems appropriate.

### C. Governing Document

- If the concept for the District as contained in the letter of intent is approved, the applicant shall submit a draft Governing Document to the City. Unless the City approves otherwise in advance, such Governing Document shall be initiated from a Model Governing Document on file with the City. The applicant's draft shall include a clean draft and a red-line showing all changes from the Model Governing Document.
- 2. The draft Governing Document will be reviewed by the City for compliance with the criteria and requirements contained herein. The City will discuss any issues that arise during this drafting period with the appropriate city officials to have such issues resolved.
- 3. The final Governing Document will be forwarded to City Council for action through the standard City and statutory processes.

### D. Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are paid in full.

- Letter of Intent: A Letter of Intent is to be submitted to the City Administrator and a fee of \$2,000.00 shall be paid at the time of submittal of the Letter to cover the cost of staff review.
- 2. If the applicant proceeds to the submittal of a Governing Document the applicant shall be required to pay actual costs of the City in connection with the review and negotiation of the Governing Document. The applicant shall pay a deposit towards these costs in the amount of \$3500.00.
- 3. Other Expenses: The applicant for a District shall pay all reasonable consultant, legal, financial advisor, and other fees and expenses incurred by the City in the process of reviewing the draft Governing Document prior to adoption and other such fees and expenses as may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses. The City may request an additional retainer to cover such costs.
- 4. Failure to pay these fees and costs is cause to suspend the City's review and consideration of the application.

### II. Criteria for Evaluating Proposed Public Infrastructure Districts

### A. Public Benefit

Formation of a District bestows certain benefits on the District's proponents and is expected to provide public benefit consistent with the City's policy goals and community objectives. Components of public benefit to be considered shall include, but is not limited to, the following:

- 1. Resulting development that is in conformance with and furthers the goals and objectives of the City's General and all applicable supplements;
- Provision of and/or contribution to needed regional and sub-regional infrastructure, including establishing, looping, expanding, connecting, and integrating critical infrastructure systems;
- Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green building design, and formation of and participation in transportation management programs;
- 4. Mixed-use development that includes a variety of housing types and prices, a range of employment opportunities, retail and consumer services, and civic amenities;
- High quality site and building design, including street connectivity, multimodal street design, durable construction materials, energy efficient upgrades, and pedestrian-friendly building design;
- 6. Preservation or creation of agricultural areas, open space, parks, trails, or other outdoor public amenities;
- Commercial and/or industrial development that will provide employment opportunities, retail, dining, entertainment, and consumer services and diversify the sales tax base;

### B. Evaluation Criteria

These criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered where such exceed the criteria herein. Compliance with Utah Code Title 17D Chapter 4 (Public Infrastructure District Act) is required.

- Districts should not include land that is already included within the boundaries of another
  public infrastructure district without express provision in an adopted Governing Document.
  In such cases, the relationship with the existing districts must be addressed in the
  Governing Document.
- A District consisting of commercial and industrial uses planning to levy more than 10 mills
  of tax in the District for repayment of limited tax bonds will not be considered without
  sufficient justification as to why additional mills are necessary and reasonable for the
  development.

- A District consisting of residential uses planning to levy more than 6 mills of tax in the
  District for repayment of limited tax bonds will not be considered without sufficient
  justification as to why additional mills are necessary and reasonable for the development.
- 4. There must be a demonstrated public benefit directly resulting from the creation of the District and its undertakings for both the City and the future taxpayers of the District as described in the Governing Document.
- 5. A measurable justification of need above that of available conventional infrastructure financing.
- 6. A demonstration that the District will not create a risk of unduly overtaxing properties to the extent of undermining their value, marketability, and liquidity.

### C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

- 1. Historical performance of the applicant (within and outside of the City);
- 2. The current proposed plan of finance of the District and the project;
- 3. The current development plans relationship to the City's General Plan;
- 4. The regional, economic development, or overall benefits to the City from the proposed plan of finance; and

### III. Governing Document Requirements

In addition to statutory requirements, a Governing Document memorializes the understandings between the District and the City, as well as the considerations that compelled the City to authorize the formation of the District. The Governing Document for the proposed District shall contain and will be reviewed for compliance with the following policies and requirements.

### A. <u>District Description</u>

- Description of District area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history within the proposed district boundaries, and proposed development scenario (land uses by type and intensity and general urban design character).
- 2. Description of the public benefit resulting from the creation of the District and its undertakings.
- 3. Itemization and description of all needed infrastructure (both regional and local) and facilities in the District's area.

- 4. Explanation of the relationship, if any, between the District and any other public infrastructure districts with shared annexation area or overlapping boundaries. If more than one district is proposed to be created within an annexation area, describe how ultimate district boundaries will be determined.
- 5. Estimated construction costs of such infrastructure.
- 6. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure.
- 7. Description of any proposed divisions and an annexation/exclusion process as appropriate.
- 8. Proposed governance plan, including Board structure and to transition from appointed Board to elected Board.
- 9. A governing document may permit the District to issue C-PACE debt or other financing structures pursuant to Title 11, Chapter 42a of the Utah Code with respect to commercial developments, without such debt counting against the debt limitation of the District.

### B. Requirements and Expectations

- 1. The planned ownership of the Improvements, including any relationship with an existing statutory district should be addressed in the Governing Document.
- 2. All debt issued by the District for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
- 3. All bonds shall have a maximum term and termination date.
- Land, easements or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City or local governmental entity.
- All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.
- 6. The District shall not pledge as security any land, assets or funds to be transferred to the City.
- 7. The District shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the District or developer may request.
- 8. The District shall pay all fees and expenses as provided in the Governing Document.

- 9. The District may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof, any end user for the costs of Improvements.
- 10. The District shall be subject to State of Utah's procurement statutes and regulations. At a minimum, the acquisition of completed or partially completed improvements shall be for fair market value, as reasonably determined by a surveyor or engineer retained by the District.
- 11. To ensure that development of a property tax base keeps pace with debt obligations, governing document shall provide for milestones in the construction of residential and commercial properties (in the form of number of dwelling units and amount of square footage, respectively, or some other metric as set forth in the governing document), completion of which shall be conditions on the District's issuance of any additional bonds.
- 12. The Governing Document shall provide that unless waived in writing by the City, the District, if approved for creation and during the issuance of bonds, agrees it will use nationally recognized Bond Counsel and Municipal Advisory firms experienced in the issuance of public infrastructure district debt in the issuance of all bonds.
- 13. The Governing Document shall provide a sunset clause to address dissolution of the District upon completion of infrastructure buildout and paying off all bonds used to finance the infrastructure or in the event that the PID does not issue any bonds. Such clauses shall make reference to statutorily prescribed dissolution procedures set forth in the Utah Code Title for Limited Purpose Local Government Entities Local Districts and any such dissolution procedures that would be carried out accordingly. The clause may address dissolution prior to any levy of taxes and issuance of bonds for occurrences and conditions outside of the control of the Developer, such as recessions, economic and market conditions, and acts of god; once taxes have been levied and bonds issued, there shall be no dissolution of the PID except as prescribed under U.C.A. 17B-1-1301 et seq.
- 14. Bonds may not be purchased by parties who have a material conflict of interest related to the ownership of the property within the District.

### C. <u>Disclosure and Reporting Requirements</u>

Disclosure of the existence of the District to property owners and potential property owners within the District is important and the following actions to be taken by each District shall be included in the Governing Document.

- 1. Within 30 days after the formation of the District, the Board shall record a notice with the county recorder:
  - a. Containing a description of the boundaries of the District;
  - b. Stating that a copy of the Governing Document is on file at the office of the City;
  - c. Stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax;

- d. Stating the maximum rate that the District may levy;
- e. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$\_\_\_\_\_ for the duration of the District's Bonds."

- f. If applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.
- 2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:
  - a. All of the information required under C.1. above;
  - b. Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.
- 3. On or before July 15 of each year, the District shall mail a notice to all owners of property within the boundaries of the District a notice providing:
  - a. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$\_\_\_\_\_ for the duration of the District's Bonds."

- b. The applicable tax rate of the District for the then current year;
- c. That budgets and financial information for the District may be found on the State Auditor's Website (currently https://reporting.auditor.utah.gov/searchreports/s/);
- d. Contact information for members of the board;
- e. Progress towards milestones required for transition to elected Board; and
- f. Information regarding upcoming vacancies on the Board, how vacant seats will be filled, and where additional information regarding the Board can be obtained.
- 4. The District shall provide the following information to the City Administrator's Office on an annual basis, and the District shall create and maintain a file for public review of the following information.

- a. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year;
- List of current interlocal agreements, if changed (to be delivered to the City upon request);
- c. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- d. District office contact information;
- e. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- f. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year;
- g. Status of the District's construction of the Public Improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
- h. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
- Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
- j. Current year budget including a description of the Public Improvements to be constructed in such year;
- k. The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after 180 days following the end of the fiscal year);
- Notice of any uncured events of default by the District, which continue beyond a 90 day period, under any Debt instrument; and
- m. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90 day period.

### IV. Policy Amendments

This policy may be amended at any time by a majority vote of the City Council and is subject to presentment to the Mayor.

### **Submittal Instructions**

All letters of intent, draft Governing Documents, annual financial information, and additional documents and requested information should be submitted to the City Administrator's Office:

Pleasant View City Attn: City Administrator 520 W Elberta Dr. Pleasant View, UT 84414

### **RESOLUTION 2024-J**

### A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE.

WHEREAS, the City Council has a responsibility to periodically review the various fees contained in the consolidated fee schedule to assure appropriate revenues and cost coverages are in place; and

**WHEREAS**, the City Council has the authority and responsibility to establish appropriate fees relating to services, permits and licenses, fines and development in the city; and

WHEREAS, the City Council currently amended the fee schedule to remove the impact fee collection fee of \$10.00 for further review of the agreements with CWSID; and

WHEREAS, the City had legal review of the 1998 and 2009 agreements with CWSID regarding the charge of fees. The conclusion is "The city cannot impose a service fee for collection of the impact fees upon the District. The city may impose and collect a service fee for the collection of the district's impact fees upon the party making the sewer connection."

WHEREAS, the City Council amended the fee schedule to collect a 2% credit card fee on all transactions; and

WHEREAS, according to VISA regulations the City may only charge fees to non-utility payment types; and

WHEREAS, according to VISA regulations credit card fees must be assessed as separate transactions; and

WHEREAS, the City Council finds that a 2% credit card fee on all non-utility payment types and court payments should be applied to transactions over \$500; and

WHEREAS, the City Council finds that a 2% credit card fee on all court payment should be applied.

**NOW THEREFORE**, be it resolved by the City Council of Pleasant View, Utah,

**SECTION ONE**: Fees to collect the CWSID and North View Fire Agency are hereby amended as follows:

Fee to collect the CWSID Fee\$ 10	00.0
Fee to collect the North View Fire Agency Fee	00.0

**SECTION TWO**: Credit Card Fees are hereby amended as follows:

<b>DATED</b> this 8 <sup>th</sup> day of July, 2025.	
	PLEASANT VIEW CITY, UTAH
	Leonard M. Call, Mayor
Attest:	
City Recorder	
Vote: CM Arrington: CM Gibson: CM Marriott: CM Nelsen:	

CM Urry:

**SECTION THREE**: The above fees shall take effect immediately.

# **PRICING PROPOSAL**



## **Pleasant View Pickleball Court Resurface**

### July 3, 2025

From	
Contact	Dylan Bird
Company	L.E.R., Inc. dba Renner Sports Surfaces
Address	PO Box 651477
City, State, Zip	Salt Lake City, UT 84165
Country	United States
Phone	801-381-8385

То	
Contact	Mike Hurst
Company	Pleasant view City
Address DR	520 Elberta
City, State, Zip	Pleasant view , UT 84414
Phone	801-782-8529
Email	MHurst@pleasantviewut.gov

We are pleased to quote the following labor, equipment, and materials in accordance with the plans and specifications listed above. This proposal is subject to exclusions that may be listed below.

Scope of work for the project to be constructed as depicted in the plans and details as described herein:

### **Inclusions, Exclusions, Clarifications**

### Inclusions

### (2) Pickleball Court Resurfacing -

- 1. Power wash courts to remove all loose and unbonded material.
- 2. Apply one (1) coat of acrylic surfacer with silica sand.
- 3. Apply two (2) coats of acrylic color with silica sand. Colors to be chosen by owner.
- Paint playing lines as per USAPB standards.
- Clean up job site.

Please note that cracks will return almost immediately due to thermal expansion/contraction. Your court may not have adequate slope and as a result may have standing water after surfacing. Future peeling or delamination may occur if there is inadequate slope or areas of standing water.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

### TOTAL: \$10,931.00

Note: Due to the uncertainty and volatility in raw materials supplies, material costs, and shipping delays, this proposal is valid for 30 days.

All pricing is based on current market value. Prices subject to change when job materials are ordered at market value.

### Contract Alternate:

(4) Pickleball Court Resurfacing - \$19,563.00

- 6. Power wash courts to remove all loose and unbonded material.
- 7. Apply one (1) coat of acrylic surfacer with silica sand.
- 8. Apply two (2) coats of acrylic color with silica sand. Colors to be chosen by owner.
- 9. Paint playing lines as per USAPB standards.
- 10. Clean up job site.

### **Exclusions**

All permits, bonds, excavation, site access roads and site access repair, sub-grade and sub-base prep., concrete and compaction testing, winter conditions, site furnishings, caulking joints, sidewalks, patios, viewing area concrete, surveys and staking, landscaping, irrigation, lighting, parking lot, curbing and road damages and all repairs thereof. If permits, bonds and testing are required by the Owner they will be billed at cost in excess of this proposal upon written change order between Renner Sports and GC/Owner.

Bonding, if required, will add approximately 1% to bid total

# PRICING PROPOSAL



### Clarifications

All material is guaranteed as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be executed only upon written change orders and may become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and, if not accepted, is cancelable and voidable thereafter at the option of Renner Sports. Owner to carry fire, flood, earthquake, and other necessary insurance. We are fully covered by Workmen's Compensation Insurance.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion except for cracking and heaving, which shall carry no warranty. Should the materials prove to be defective or the workmanship faulty within the one (1) year warranty period, the defects will be remedied within a reasonable time from Renner Sports receipt of notice of the defects, subject to weather conditions and crew schedule.

When patching cracks or resurfacing tracks/tennis courts with cracking, Renner Sports guarantees the cracks will reappear, and that they can reappear within 24 hours, depending upon temperature fluctuations.

Concealed, Unforeseen and/or Latent Conditions – Older tracks/tennis courts that have been resurfaced multiple times may experience widespread peeling of the coatings from the substrate following resurfacing. There comes a point where the coatings become too thick and the bond to the substrate is compromised. There is no way to ascertain this condition prior to resurfacing. Should this condition occur, the removal of the old coatings will be accomplished on a time and materials basis and billed to the owner.

For track/tennis court repair work involving asphalt paving in any form, please be aware that we have experienced contamination of asphalt mixes during recent years, and we cannot guarantee against this contamination. Should this condition occur, the owner will be responsible for all associated additional costs and expenses.

If digging is required, Renner Sports shall contact the local buried utility locating service. The owner will be responsible for repairs to any underground lines, if damaged, although reasonable care will be taken when Renner Sports is advised of their presence. This proposal is predicated upon normal digging conditions, and if rocks are encountered, the owner will be response for all associated additional extra time and equipment costs necessitated to complete the work.

The owner shall establish and provide suitable access to the construction site; Renner Sports will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within fifty feet (50') of the site (along with a standard ¾" garden hoses)

Payments. The below payment schedule will be required and requires a down payment/deposit of <u>0%</u> of the proposed amount prior to ordering materials and scheduling work. Progress payments will be required according to the following milestones:

- . 0% of the proposed amount due upon acceptance
- Monthly Progress Payments,
- 100% upon completion

Payment requests will be issued in accordance with the above payment schedule and are due within ten (10) days of the date of invoice. Work may be suspended and/or delayed if progress payments are not timely and current. Accounts shall be considered overdue and delinquent thirty (30) days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 ½% per month (18% annually) and will be subject to all charges necessary for collection, including, but not limited to, all attorney's fees and all related legal costs. Final payment shall become due upon completion of contractor's work. Opening or use of an installation by owner shall be considered acceptance. Liens and/or bond claims will be filed on delinquent accounts. In the event of termination by owner, the contractor shall be paid for all work performed to date and for all materials ordered, manufactured and/or procured as of the date of termination.

The contractor is not liable for delays caused by strikes, the inability to secure adequate materials, fuel shortage, weather conditions, mechanical failures, Acts of God, force majeure and/or any other cause beyond Renner Sports' control.

Renner Sports is a non-union entity and is not bound by any organized labor agreements and/or collective bargaining agreements.

It is understood that if a soil sterilant is applied, it is in an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied. Contractor is not responsible for cracks due to heaving, soil expansion, frost, other conditions, force majeure and/or Acts of God.

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all asphalt and concrete to crack and Renner Sports will not be responsible for all such cracks. Renner Sports cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

# **PRICING PROPOSAL**



If the proposed work cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.

The owner may accept this proposal as a binding contract either by signature or by making any payments to Renner Sports in consideration of services, and either of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the parties thereby formed.

If this proposal is accepted, please sign one copy, indicating which alternates (if any) are accepted, and return it via email or to the office of Renner Sports as soon as possible.

Proposal Details	
MANAGEMENT CONTROL STATE OF THE	
· ·	
	A cabination of
	Authorized
	Signature:
Acceptance of Proposal:	
The above prices, specifications and conditions are satisfactory and	Signature:
hereby accepted. You are authorized to do the work as specified.	
Payments will be made as outlined above.	
Date of Acceptance:	Print Name:

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING















Sections shared sheds are: 2017

5 CERT House Basement

Ø 7 and west 9 4-12 13-16 1-14 3-6-18 east 9, lower 10 Upper 10, 11

Lomond View School shed

Plea	Pleasant View City	- COMMUN	COMMUNITY EMERGENCY	RGENCY RESPONSE TEAM (CERT)		SHEDS -	05/2016
# pays	Location	Combination	Shared By	Coordinator			Cell
н	Dewey's end of street of 3275 North, abt 301 W	(6-6-6-6)	8 - upper 10	8- Randy & Julie Johnson 10-Terry Carpenter Contact Dewey: 782-4566 801-452-5846	3203 N 400 W 276 W 3950 N	801-737-4444	801-388-5802 801-725-9711
7	Christopher's 4244 N 500 W	(NO LOCK)	1 8	3-Charlotte Christopher 3-Logistics- Marlin Hoffmann 3-Comm-Stewart Greenwood 3-Shed-Paul & KarenTervort, and Norm Farrell 3-Treatmt-Dr. Dan McConkie 3-Treatment- Dr. DellRay Anderson 3-Treat - Heather Farrell, Nurse 6-Vacant 6-Comm- 6-Comm-	4244 N 500 W 111 W 4350 N 135 W 4300 N 4170 N 350 W 625 W 4200 N 669 W 4125 N 701 Alder Crook Dr 625 W 4200 N	801-782-6424 782-5768 782-4850 385-238-4594 430-2369 786-9242 435-881-5198 686-6122	801-540-6133 589-9889 644-4633 None
м	STAKE Fruit Farm Pleasant View Dr	(2-4-10)	1 & 14	1- Dave Linsley 14- Vacant	3306 N 1375 W		801-941-6965
4	B. Nay's (moved) 975 W 3800 N 782-1112	(25-31-21)	4 - 12 - 17	4- Gary Greenwood 12 – Brent Nay	1110 W 4000 N 975 W 3800 N	801-782-8526 801-941-1112	668-7051
N	C. Mitton's <b>to be Moved</b> 4050 N 500 W 801-782-7756 801-388-0901	(2-4-10)	Lower 10 – 11 - 18	10-Terry Carpenter 11- Kelli Jones 18-Jill Mitton	276 W 3950 N 134 W. 4050 N 4247 N 900 W	782-5462 None	725-9711 941-9225 703-782-7218
6 NEW	Just below 3367 No 850 W on Dave Linsley property	(D-0-0-R)	7 - 9	7- Jim Bench 9- Lance Flora 9-Shed Mngr-Darrent Crowten	3355 N 750 W 3230 N 700 W	801-821-6951 801-782-3691 737-9638	801-605-3003 801-391-7545
7 NEW				17 - Kent Fowers	3593 N 1050 W	782-6337	430-0197
Utility Trir	Ken Childress 3801-668-2600171 N 1000 W	(3-7-4-9)	13 - 16	13 -Marvin Harlow 16- Ken Childress	3098 N Hwy 89 3171 N 1000 W		801-603-4097 80`-668-2600
Basement	City Offices-CERT House - abt 520 Elberta Dr	Key - Jill	5	5- Terri Sawyer	731 W 3600 N		801-941-1223
School	Lomond View School Abt 3600 N 900 W	Key - principal	School Only	Kevin Chase 801-540-1823 801-452-4780	Principal		
Revised 2017	2017						

Revised 2017

# Memo

oleasant Well

To: Mayor and City Council

From: Laurie

**Date:** July 2, 2025

Re: New Business Licenses Issued

RECOMMENDED ACTION No action needed. Informational only.

<u>DESCRIPTION / BACKGROUND</u> According to the Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approved new businesses: **DESCRIPTION / BACKGROUND** 

		Online retail store specializing in vintage home goods, décor, & collectibles. Etsy & other	
Nostalgic Seasons	513 W 3750 N	online platforms.	Stephanie Joy Jefferson
Krishare Kare	1009 W 3000 N	Teaching/tutoring service for elementary aged children	Krista Lee
	999 W PLEASANT		Fanessa Francom / Jason
Francom's Designs	VIEW DR	Online shirt design & accessories. Delivery and shipping only, no pick up.	Francom
Rockwell Water Systems DBA		E-commerce based private leabel company specializing in the design and online sale of	
Rockwell Products	4426 N 175 W	plastic water storage tanks	Ryan Wolsey