

Pleasant View City Council

Meeting Agenda

Tuesday, October 27

6:00 p.m.

1. Introduction.

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

2. Consent Items.

- a. Minutes of September 22, 2026 (open & closed) and October 13, 2026 (open & closed).
- a. Bills of Pleasant View City.

3. Execution Tax Increment Participation Agreement.

Discussion and consideration to execute a Tax Increment Participation Agreement with Rise Bakery Company relating to development within the Rise Community Reinvestment Area, Resolution 2026-H(RDA). (Presenter: Rob Sant)

4. Public Hearing - Development Agreement.

Discussion and consideration to adopt a Development Agreement for Paramount View Estates, a residential subdivision located at approximately 4058 N 1100 W, Weber County parcel #16-032-0008, applicant: Brett Stout. (Presenter: Andrea Steiniger)

5. Building and Construction Code.

Discussion and consideration to repeal and replace Title 15-Building and Construction, Ordinance 2026-28. (Presenter: Andrea Steiniger)

6. Distribution of Property Code.

Discussion and consideration to update the posting requirements for public hearings for the distribution of property in Chapter 2.32-Purchasing System-Distribution of Property, Ordinance 2026-30. (Presenter: Laurie Hellstrom)

7. Geotechnical Services.

Discussion and consideration to enter into an agreement for geotechnical services with Terracon for the Zone 1 Reservoir and Water Line Project. (Presenter: Tyson Jackson)

8. Appeal – Rise Recovery.

Discussion and consideration of action to hear an appeal for the Rise Recovery, a sober living facility, located at 1330 W 3100 N.

9. Closed Meeting.

Consideration for a closed meeting regarding property acquisition pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

10. Other Business.

11. 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, October 27, 2026, 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**

September 22, 2026

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

MAYOR:

Steve Gibson

COUNCILMEMBERS:

Ann Arrington
Johnny Ferry
David Marriott
Sara Urry
Sean Wilkinson

STAFF:

Andrea Z Steiniger
Laurie Hellstrom
Tyson Jackson
Stetson Talbot
Dana Shuler-engineer
Brody Flint-attorney

VISITORS:

Mason Ellis	Dana Gibson
Elaine Pitcher	Jenette Maycock
Lynn Maycock	Paul Pitcher
Mark Broadbent	Mason Maycock
Fran Maycock	Jeremy Maycock
Rex Cragun	Dan Cragun

1. Introduction.

a. Pledge of Allegiance and Opening Prayer, Reading, or Expression of Thought:
(Councilmember Sara Urry).

b. Declaration of Conflicts of Interest. None were given.

c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes).

Dan Cragun-attorney for Triad: presented a handout. If the city wants to buy the property in the area of the railroad crossing and presented a handout.

2. Consent Items. Minutes of March 24, 2026 (open & closed), April 14, 2026 (open & closed), May 12, 2026, September 8, 2026.

Motion was made by CM Arrington to approve the Minutes of March 24, 2026 (open & closed), April 14, 2026 (open & closed), May 12, 2026, September 8, 2026. 2nd by CM Ferry.
Voting Aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0.

3. Neighbors in Action. Presentation of 'Caught Being Good' award. (Presenters: Neighbors in Action Committee - Mayor Gibson & Dana Gibson)

Masson Maycock was presented the 'Caught Being Good' award. Dana Gibson: Masson is always looking for ways to lend a hand. He notices when someone needs help and help.

4. Emergency Action Plans (EAP)-Pleasant View Recreation. Discussion and consideration to adopt the Pleasant View Recreation's Emergency Action Plans (EAP), Policy 2026-3. (Presenter: Cindy Harrison)

Cindy Harrison: these plans are for recreation. Through URPA and FEMA training I found we needed these plans. We have a young recreation staff. These are our action plans in cases of emergencies. A weather plan is part of this plan. We go over these plans at the beginning of each program at a staff training meeting.

Motion was made by CM Urry to adopt the Pleasant View Recreation's Emergency Action Plans (EAP), Policy 2026-3. 2nd by CM Marriott. Roll call vote. Voting aye: CM Wilkinson, CM Arrington, CM Marriott, CM Ferry and CM Urry. 5-0

5. Training. Annual Storm Water Training for the city council. (Presenter: Dana Shuler)

Dana Shuler gave a storm water training to the city council. A handout presentation was given out.

6. Updated Storm Water Management Plan- Public Hearing. Discussion and possible action to approve the updated Storm Water Management Plan (SWMP), Resolution 2026-Z. (Presenters: Dana Shuler and Tyson Jackson)

Motion was made by CM Arrington to go into a public hearing to approve the updated Storm Water Management Plan (SWMP), Resolution 2026-Z. 2nd by CM Marriott. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Mayor Gibson asked for comments from the public. None were given.

Motion was made by CM Arrington to end the public hearing. 2nd by CM Marriott. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

CM Marriott: what are the shortfalls? Tyson Jackson: staffing deficiencies. We are scrambling to meet all the items. Mayor Gibson: dumping into gutters seems daunting. What is the biggest offender? Tyson Jackson: residential tearing outs for yard improvements and throwing landscape material in the streets. There is a first notice and then they are gone before a fine. PV in a Minute would be a great help.

Motion was made by CM Marriott to approve the updated Storm Water Management Plan (SWMP), Resolution 2026-Z. 2nd by CM Urry. Roll call vote. Voting aye: CM Wilkinson, CM Arrington, CM Ferry, CM Marriott and CM Urry. 5-0

7. Accessory Dwelling Units (ADU). Discussion and consideration of new zoning regulations regarding standards for Accessory Dwelling Units in residential zones, Ordinance 2026-24. The Public Hearing was held September 8, 2026. (Presenter: Andrea Steiniger)

Andrea Steiniger: this reflects changes from the last meeting's comments and changes from the fire marshal. CM Urry: what about the minimum size? Andrea Steiniger: Tyler stated that it is

regulated by the building code and around 800 sq. ft. minimum. It would need to meet code. The planning commission recommended not having a minimum size. CM Marriott: what about the maximum size? Andrea Steiniger: it can't exceed the footprint of the primary dwelling. CM Marriott: can there be an inside ADU? CM Urry: there can only be an internal or an external unit not both. Andrea Steiniger: we can count them for the Affordable Housing requirement.

Motion was made by CM Arrington to adopt standards for Accessory Dwelling Units in residential zones, Ordinance 2026-24. 2nd by CM Wilkinson. Roll call vote. Voting aye: CM Ferry, CM Marriott, CM Wilkinson, CM Urry and CM Arrington. 5-0

8. Public Hearing - Amend Agreement. Discussion and consideration to approve a Second Amendment to the Deer Crest Development Agreement. (Presenter: Andrea Steiniger)

Andrea Steiniger: the original agreement was in 2006. The first amendment happened in 2016. This is the second amendment to the development agreement. The purpose is to extend for last phase, extend the protection strip time, the cul-de-sac length and with the change in the Skyline Drive and this would allow a number of total lots from 137 lots to 142 lots.

Motion was made by CM Marriott to go into a public hearing to consider a Second Amendment to the Deer Crest Development Agreement. 2nd by CM Ferry. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Mayor Gibson asked for comments from the public. None were given.

Motion was made by CM Marriott to end the public hearing. 2nd by CM Ferry. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Motion was made by CM Marriott to approve the Second Amendment to the Deer Crest Development Agreement. 2nd by CM Urry. Roll call vote. Voting aye: CM Wilkinson, CM Urry, CM Marriott, CM Arrington and CM Ferry. 5-0

9. Public Hearing - Rezone. Discussion and consideration of a rezone for approximately 2.24 acres of land located at approximately 3880 N HWY 89 from A-2 (Agricultural) to RE-15 (Residential), Weber County Parcel: 19-015-0072, Ordinance 2026-25. (Presenter: Andrea Steiniger)

Andrea Steiniger: There are two parcels. It is 1.69 acres not 2.24 acres. The applicant applied for a plat amendment. They are taking a piece from one and adding it to another. There have been no public comments so far. Clark Broadbent, property owner: it is 1.58 acres plus .11 acres for the 1.69 acres. It needs to be rezoned in order to adjust the boundaries.

Motion was made by CM Urry to go into a public hearing to consider a rezone for approximately 2.24 acres of land located at approximately 3880 N HWY 89 from A-2 (Agricultural) to RE-15 (Residential), Weber County Parcel: 19-015-0072, Ordinance 2026-25. 2nd by CM Arrington. Voting aye: CM Wilkinson, CM Urry, CM Marriott, CM Arrington and CM Ferry. 5-0

Mayor Gibson asked for comments from the public. None were given.

Motion was made by CM Urry to close the public hearing. 2nd by CM Arrington. Voting aye: CM Wilkinson, CM Urry, CM Marriott, CM Arrington and CM Ferry. 5-0

Motion was made by CM Ferry to approve the rezone for approximately 2.24 acres of land located at approximately 3880 N HWY 89 from A-2 (Agricultural) to RE-15 (Residential), Weber

County Parcel: 19-015-0072, Ordinance 2026-25 with the addition of parcel #19-265-0018. 2nd by CM Arrington. Roll call vote. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

10. Public Hearing - Repeal Zone Ordinance. Discussion and consideration to repeal Chapter 18.11-RE-5 Zone Ordinance, Ordinance 2026-26. (Presenter: Andrea Steiniger)

Andrea Steiniger: this ordinance was approved in 2025. It was proposed by a developer for townhomes and it didn't work out and they rezoned it to MCM. There are no properties zoned RE-5. This needs to be pulled and revamped. The planning commission recommended approval and we have not received any public comments so far.

Motion was made by CM Arrington to go into a public hearing to consider repealing Chapter 18.11-RE-5 Zone Ordinance, Ordinance 2026-26. 2nd by CM Marriott. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Mayor Gibson asked for comments from the public. None were given

Motion was made by CM Arrington to end the public hearing. 2nd by CM Ferry. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Motion was made by CM Arrington to repeal Chapter 18.11-RE-5 Zone Ordinance, Ordinance 2026-26. 2nd by CM Marriott. Roll call vote. Voting aye: CM Arrington, CM Marriott, CM Urry, CM Wilkinson and CM Ferry. 5-0

11. Public Hearing - Re-enact Zone Ordinance. Discussion and consideration to re-enact Chapter 18.39-Transportation Oriented Development (TOD) Zone and limit it to an existing TOD development, Ordinance 2026-27. (Presenter: Andrea Steiniger)

Andrea Steiniger: the area known as The Station was zoned TOD. The city repealed the zoning ordinance which left the area with no governing ordinance. The re-enact of the TOD zone is only for that area. The planning commission recommended approval and there have been no public comments so far.

Motion was made by CM Marriott to go into a public hearing to consider re-enacting Chapter 18.39-Transportation Oriented Development (TOD) Zone and limit it to an existing TOD development, Ordinance 2026-27. 2nd by CM Ferry. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Mayor Gibson asked for comments from the public. None were given

Motion was made by CM Wilkinson to end the public hearing. 2nd by CM Marriott. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

Motion was made by CM Wilkinson to re-enact Chapter 18.39-Transportation Oriented Development (TOD) Zone and limit it to an existing TOD development, Ordinance 2026-27 with two corrections changes with the correct title number, 18.39. 2nd by CM Marriott. Roll call vote. Voting aye: CM Wilkinson, CM Urry, CM Marriott, CM Ferry and CM Arrington. 5-0

12. Surplus Pickup Trucks. Discussion and consideration to revisit the action and method to surplus pickup trucks. (Presenter: Tyson Jackson)

Tyson Jackson: PWD tried to sell the vehicles. We have sold one. We are requesting to go back to TNT Auction to sell the vehicles and a replacement plow. CM Marriott: can we continue to use them? Tyson Jackson: they have already been replaced. We would be paying insurance

on them and not using them. Mayor Gibson: PWD have done their due diligence to try to sell them. Take them to the auction.

13. Sidewalk Management Program. Discussion and consideration to adopt a Sidewalk Management Program, Policy 2026-4. (Presenter: Tyson Jackson)

Motion was made by CM Arrington to table item #13 to give time to Tyson Jackson to get it back. 2nd by CM Marriott. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

14. IT Services. Discussion and consideration of soliciting a Request for Proposals (RFP) for IT Services.

Andrea Steiniger: in July we approved an extension with an acquired company. We would like to explore options. I need official approval. This company can put in if they want. Direction was given to Andrea to go ahead with the RFP for IT Services.

15. Account Write-off's. Discussion and consideration to write-off uncollectable outstanding development receivables and a Maintenance Deposit. (Presenter: Laurie Hellstrom)

Motion was made by CM Marriott to approve the write-off uncollectable outstanding development receivables and a Maintenance Deposit. 2nd by CM Wilkinson. Roll call vote. Voting aye: CM Arrington, CM Marriott, CM Ferry, CM Wilkinson and CM Urry. 5-0

16. Other Business.

Tyson Jackson: Friday's storm event was a plugged storm drain. We tried mitigation then it was plugged again. It was on watch and we got there quick. J-Solutions jettied the pipe and removed the plug and we built up the area. Some water made it to Ferrin's home. CM Arrington: why not put in? Tyson Jackson: they own to the middle of 1000 W road. We asked for them to turn over the right of way and we budgeted funds but then they ended it. Jake and Adam are working on their CDL's.

Stetson Talbot: we had a homecoming incident. We are down one officer that is out. We are opening up part-time spots. We are getting calls on 500 W and we have extra patrol up there. People are driving through the construction zone. We had a meeting with the WHS Principal and they noted only good things to say about Officer Done.

Brody Flint: the Rise Recovery appeal will be on then next month's agenda. You, the council, are the appeal authority and my advice to you is not to speak about this at all.

Andrea Steiniger: there is more to come on the General Plan update. General Code will have the indexing done in November. The planning commission members code change is in process along with appeal authority updates. The building and fire codes are being updated. We have planner job interviews this week.

CM Arrington: door hangers are coming and the YCC will deliver. Any ideals for 'In a PV Minute'? Tyson Jackson: storm water, snow plowing and leaf pickup confusion are ideas.

CM Urry: we had our first YCC meeting. We have a lot of kids. October 24th is the Pumpkin Palooza. The school has requested the NOVA program.

Mayor Gibson: I asked CM Urry to write the mayor's message for the October newsletter.

CM Wilkinson: UDOT is working on a new study for the West Weber Corridor. Pleasant View is not affected.

Mayor Gibson: we need to set our Christmas party.

17. Closed Meeting. Consideration for the discussion of the character, professional competence, or physical or mental health of an individual pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

Motion was made by CM Arrington to go into a closed meeting to discuss the character, professional competence, or physical or mental health of an individual pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1). 2nd by CM Marriott. Roll call vote. Voting Aye: CM Ferry, CM Arrington, CM Marriott, CM Urry and CM Wilkinson. Motion passed 5-0.

Mayor Gibson signed an affidavit for the reason of the closed meeting.

Motion was made by CM Marriott to end the closed meeting. 2nd by CM Urry. Voting Aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. Motion passed 5-0.

18. Adjournment: 9:19 P.M.

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

October 13, 2026

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

MAYOR:

Steve Gibson

COUNCILMEMBERS:

Ann Arrington
Johnny Ferry
David Marriott
Sara Urry
Sean Wilkinson

STAFF:

Andrea Z Steiniger
Laurie Hellstrom
Tyson Jackson
Stetson Talbot
Matt Wilson-attorney

VISITORS:

Andy Neff	Brad Jones
John Morris	Tim Walkins
Dean Stokes	Dave Laloli
Dave Gossner	Joseph Wirthlin (zoom)

1. Introduction.

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

2. Neighbors in Action. Presentation of 'Caught Being Good' award. (Presenters: Neighbors in Action Committee - Mayor Gibson & Dana Gibson)

None.

3. Work Session. Joint City Council/Planning Commission work session for the General Plan.

Tim Walkins (with WFRC) and Joseph Wirthlin (with Zions Public Finance) gave a presentation on the General Plan update (attached).

4. Building and Construction Code. Discussion and consideration to repeal and replace Title 15-Building and Construction, Ordinance 2026-28. (Presenter: Andrea Steiniger)

Motion was made by CM Arrington to table until updates made. 2nd by CM Ferry. Voting Aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0.

5. Animal Licensing Code. Discussion and consideration to amend Section '6.04.180-Dog-License Required-Inoculation' of Title 6-Animal Regulations, Ordinance 2026-29. (Presenter: Stetson Talbot)

Stetson Talbot: most of the dog licensing happen in December to April. The purpose of the amendment is to simplify. The suggested fee is \$15 and a \$5 discount for an early purchase before March 1st. I didn't like the late fee, and we did away with the replacement tag fee. Service dogs are now everyone's dog, and they are no longer an exception from the fees. CM Arrington can the discount be changed to an early purchase of \$10?

Motion was made by CM Urry to amend Section '6.04.180-Dog-License Required-Inoculation' of Title 6-Animal Regulations, Ordinance 2026-29 with the change from discount of \$5 to an early purchase fee of \$10. 2nd by CM Arrington. Roll call vote. Voting aye: CM Marriott, CM Urry, CM Ferry, CM Arrington and CM Wilkinson. 5-0

6. Elections Interlocal Agreement. Discussion and consideration to enter into an Interlocal Agreement for Election Services with Weber County, Resolution 2026-AA. (Presenter: Laurie Hellstrom)

Laurie Hellstrom: this is the same as before but with a \$1 increase and they will help with any special elections. The estimated maximum cost could be \$40k with no participation but if there is participation with any other entities the fees shared.

Motion was made by CM Marriott to approve the Interlocal Agreement for Election Services with Weber County, Resolution 2026-AA. 2nd by CM Ferry. Roll call vote. Voting aye: CM Urry, CM Wilkinson, CM Ferry, CM Arrington and CM Marriott. 5-0

7. Appeal Process Policy. Discussion and consideration to clarify the 'Appeal Process for Fees Assessment Waivers and Rebates', Policy 2026-4. (Presenter: Andrea Steiniger)

Andrea Steiniger: when the TUF was adopted an appeal process was also adopted. We have received some appeals and realized that we need to clarify the policy and separate out the TUF process to make it more clear but the same rules.

Motion was made by CM Arrington to clarify the 'Appeal Process for Fees Assessment Waivers and Rebates', Policy 2026-4. 2nd CM Marriott. Roll call vote. Voting aye: CM Ferry, CM Wilkinson, CM Marriott, CM Urry and CM Arrington. 5-0

8. RFP. Discussion and consideration regarding an RFP for a Financial Analyst Pool. (Presenter: Andrea Steiniger)

Andrea Steiniger: this pool is similar to the acquisition agent pool but for financial needs. We will need it for bonding, utility rate structures, impact studies, etc. We will have a pool to choose from when needed.

Direction was given to Andrea in support of an RFP.

9. Skyline Drive Funding. Discussion and possible approval of a contract with Wasatch Front Regional Council (WFRC) / UDOT for a funding exchange on the Skyline Drive Phase 1 (500 West–1100 West) Project. (Presenter: Andrea Steiniger)

Andrea Steiniger: we have federal funding for the entire Skyline. The re-alignment and environmental assessment need to be redone. We are going to do it in a phased approach. We are going to exchange federal funding for local funding. In the exchange we are walking away with less but we are going to come out ahead. Mayor Gibson: it will be easier. Andrea Steiniger: there is no environmental assessment for this phase (500 W to 1100 W) and we will apply for WACOG funding. To use these funds we need to start construction in 3 years. We will get funding for the 2029 budget year. CM Urry: where are the savings? Andrea Steiniger: federal work costs and engineering on the entire project. (attached is exchange worksheet).

Motion was made by CM Marriott to approve the contract with Wasatch Front Regional Council (WFRC) / UDOT for a funding exchange on the Skyline Drive Phase 1 (500 West–1100 West) Project. 2nd by CM Arrington. Roll call vote. Voting aye: CM Wilkinson, CM Urry, CM Marriott, CM Arrington and CM Ferry. 5-0

10. Disposal of Real Property. Discuss the disposal of real property owned by the City located at 2739 N Parkland Blvd. (Presenter: Mayor Gibson)

Mayor Gibson: we have a parcel that we purchased with WACOG funds in the amount of \$300k. If we sell, we need to give the funds back to WACOG. CM Marriott: don't they need the property? Mayor Gibson: another person may want it. CM Marriott: isn't that to protect the city for access? Mayor Gibson: they can get access by the winery. CM Arrington: can we go into a closed meeting? Matt Wilson: no. Andrea Steiniger: we need a public hearing to dispose of real property. Mayor Gibson: this is just a discussion.

Direction given to update the appraisal, set a public hearing.

11. Planner Job Title. Review the Planner Job Title. (Presenter: Andrea Steiniger)

Andrea Steiniger: hiring a planner has not been successful. We are wanting to change the title from Planner I/II to Principal Planner and wage change for education. This is a department of one. CM Wilkinson: they should be able to step in and go on day one. CM Arrington: we won't need as much engineering.

Motion was made by CM Marriott to change the title to Principal Planner and adjust the salary to appropriate and post. 2nd by CM Wilkinson. Voting aye: CM Arrington, CM Ferry, CM Marriott, CM Urry and CM Wilkinson. 5-0

12. Other Business.

Andrea Steiniger: you can check out our code on General Code.

Stetson Talbot: winter parking notice in newsletter. We are looking at code updates on violations, Class B, infractions, etc. We have not had as many tickets in the school zones. 500 W opened and some residents looked at speed trailer to check speeds and vehicles are not going as fast as they thought.

Tyson Jackson: 500 W projects is moving along and need to raise collars but no road closures for that. We are testing water, looking at colors for the buildings, and hoping for asphalt in before winter on the decant project. Several communities are asking for interlocal agreements

to use the decant center. We found one illicit sewer connection to the storm sewer system. That has been taken care of. We did great during the last storm with storm sewer and there were a few getting sand bags.

CM Wilkinson: a thank you to the planning commission members.

CM Urry: a reminder on Pumpkin Palooza.

CM Arrington: we have 2,000 door hangers and the YCC is helping disperse. We have about 300 Constant Connect signups.

Mayor Gibson: who want to go the Brent Taylor Gala? It is \$100 per person or a table for \$1,000. It is tax payer funds. Get with Andrea if you want to go.

13. Closed Meeting. Consideration for a closed meeting regarding property acquisition pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

Motion was made by CM Marriott to go into a closed meeting regarding property acquisition pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1) and to be held here. 2nd by CM Arrington. Roll call vote. Voting aye: CM Wilkinson, CM Arrington, CM Urry, CM Marriott and CM Ferry. 5-0

Minutes of the closed meeting are protected records and are filed separately.

Motion was made by CM Wilkinson to end the closed meeting. 2nd by CM Arrington. Roll call vote. Voting aye: CM Wilkinson, CM Urry, CM Marriott, CM Arrington and CM Ferry. 5-0

14. Adjournment: 8:46 P.M.

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	23825	JENSEN ESTATES PH.3-APPR PH	07/31/2026	569.75	569.75
JONES & ASSOCIATES	23825	FARR WEST LANDING-CONSTR PH	07/31/2026	303.00	303.00
JONES & ASSOCIATES	23825	POLE PATCH LOT 30	07/31/2026	85.50	85.50
JONES & ASSOCIATES	23825	FOX MEADOWS PH 5	07/31/2026	72.50	72.50
JONES & ASSOCIATES	23825	FOX MEADOWS PH 5B	07/31/2026	72.50	72.50
JONES & ASSOCIATES	23825	DEER CREST PH 6	07/31/2026	1,027.50	1,027.50
JONES & ASSOCIATES	23825	OCEAN STAR WINERY	07/31/2026	217.50	217.50
JONES & ASSOCIATES	23825	WEBER VIEW	07/31/2026	145.00	145.00
JONES & ASSOCIATES	23825	PEAKVIEW PLAZA PUD	07/31/2026	761.00	761.00
JONES & ASSOCIATES	23825	GRAND LEGACY PH 4 & 5 - APPROVAL PH	07/31/2026	855.00	855.00
JONES & ASSOCIATES	23825	LYNC CROSSING-APPR PH	07/31/2026	4,498.75	4,498.75
JONES & ASSOCIATES	23825	PURPLE SKY WINERY STORAGE BLG SITE PLAN-APPR PH	07/31/2026	85.50	85.50
JONES & ASSOCIATES	23825	VAL POLL CHRISTOFFERSON RANCH CLUSTER SUBD-CONSTR P	07/31/2026	2,652.75	2,652.75
JONES & ASSOCIATES	23825	JD MACHINE EXPANSION-APPR PH	07/31/2026	42.75	42.75
JONES & ASSOCIATES	23825	JD MACHINE EXPANSION-CONSTR PH	07/31/2026	704.50	704.50
JONES & ASSOCIATES	23825	ARW ENGINEERINF SITE PLAN-CONSTR PH	07/31/2026	104.25	104.25
JONES & ASSOCIATES	23825	MATTHEW MEADOWS	07/31/2026	290.00	290.00
JONES & ASSOCIATES	23825	PEAKVIEW PLAZA	07/31/2026	72.50	72.50
JONES & ASSOCIATES	23825	ADMIRAL BEVERAGE FUEL ISLAND SITE PLAN-APPR PH	07/31/2026	470.25	470.25
JONES & ASSOCIATES	23825	FLYING 5 RANCH SUBD-APPR PH	07/31/2026	345.50	345.50
JONES & ASSOCIATES	23825	FLYING 5 RANCH SUBD-CONSTR PH	07/31/2026	42.75	42.75
JONES & ASSOCIATES	23825	BRISKEY SITE PLAN AMENDMENT-CONSTR PH	07/31/2026	217.50	217.50
JONES & ASSOCIATES	23825	RISE BAKING SITE PLAN-CONSTR	07/31/2026	681.25	681.25
JONES & ASSOCIATES	23825	EKB HQ SITE PLAN-CONSTR PH	07/31/2026	278.00	278.00
JONES & ASSOCIATES	23825	WASATCH CABINET MINOR SUBD-APPR PH	07/31/2026	1,026.00	1,026.00
JONES & ASSOCIATES	23825	MT MAJESTIC PLAT AMENDMENT	07/31/2026	521.25	521.25
JONES & ASSOCIATES	23825	HILLSBOROUGH ROAD DEDICATION	07/31/2026	384.75	384.75
ZION'S BANK-BANKCARD	091626-ANDR	WEBER COUNTY-SERVICE FEE	09/16/2026	2.00	2.00
ZION'S BANK-BANKCARD	091626-ANDR	WEBER COUNTY-MT MAJ 2ND AMENDMENT	09/16/2026	59.00	59.00
Total 10-13120 DEVELOPMENT RECEIVABLES:				16,588.50	16,588.50
10-13122 UTAH SALES TAX PAID RECEIVABLE					
ZION'S BANK-BANKCARD	091626-CINDY	SMITHS-SNACKS	09/16/2026	.76	.76
Total 10-13122 UTAH SALES TAX PAID RECEIVABLE:				.76	.76
10-22250 WORKMENS COMPENSATION PAYABLE					
UTAH LOCAL GOVERNMENT	1629282	WORKERS COMP	10/05/2026	1,691.72	1,691.72
Total 10-22250 WORKMENS COMPENSATION PAYABLE:				1,691.72	1,691.72
10-22500 INSURANCE PAYABLE					
HEALTH EQUITY INC.	CTZ2R9D	HSA FEES	10/06/2026	4.20	4.20
HEALTH EQUITY INC.	X9M4BYF	HSA FEES	09/04/2026	4.20	4.20
PEHP	898489	HEALTH INSUR	09/15/2026	45,361.50	45,361.50
PEHP-LTD	091926	LTD PAYMENT	09/19/2026	500.42	500.42
PEHP-LTD	092326	LTD COVERAGE	09/05/2026	465.32	465.32
PEHP-LTD	092326A	LTD COVERAGE	08/22/2026	474.04	474.04
PEHP-LTD	100326	LTD PAYMENT	10/03/2026	456.96	456.96
PUBLIC EMPLOYEES HEALTH	092326	LIFE/AD&D INSURANCE	09/20/2026	704.74	704.74
UTAH LOCAL GOVERNMENT	1628859	WORKERS COMP	09/02/2026	1,637.12	1,637.12

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-22500 INSURANCE PAYABLE:				49,608.50	49,608.50
10-23311 REVENUE COLLECTED FOR CWSID					
CENTRAL WEBER SEWE	093026	CWSID-IMPACT FEE'S COLLECTED	09/30/2026	102,625.00	102,625.00
Total 10-23311 REVENUE COLLECTED FOR CWSID:				102,625.00	102,625.00
10-23312 N.V.FIRE COLLECTION FEE					
NORTH VIEW FIRE AGEN	093026	NVF-IMPACT FEES COLLECTED	09/30/2026	96,335.79	96,335.79
Total 10-23312 N.V.FIRE COLLECTION FEE:				96,335.79	96,335.79
10-35-100 COURT FINES					
UTAH STATE TREASURE	093026	90% SURCHARGE	09/30/2026	681.99	681.99
UTAH STATE TREASURE	093026	35% SURCHARGE	09/30/2026	1,298.63	1,298.63
UTAH STATE TREASURE	093026	OVERWEIGHT	09/30/2026	164.00	164.00
UTAH STATE TREASURE	093026	SECURITY SURCHARGE TO COURT SECURITY 80% OF \$32	09/30/2026	1,141.83	1,141.83
UTAH STATE TREASURE	093026	COURT SECURITY ACCOUNT	09/30/2026	1,248.29	1,248.29
UTAH STATE TREASURE	093026	DEFERRED PROSECUTION ADMIN FEE	09/30/2026	10.00	10.00
Total 10-35-100 COURT FINES:				4,544.74	4,544.74
10-41-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP					
UTAH LEAGUE OF CITIES	092326	MEMBERSHIP	07/01/2026	8,250.28	8,250.28
Total 10-41-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP:				8,250.28	8,250.28
10-41-220 PUBLIC NOTICES					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	1,003.81	1,003.81
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	1,003.81	1,003.81
ZION'S BANK-BANKCARD	091626-LAURI	CONSTANT CONTACT-TO 3/12/26	09/16/2026	226.59	226.59
ZION'S BANK-BANKCARD	091626-LAURI	VISTAPRINT-FLYER CONSTANT CONTACT	09/16/2026	132.79	132.79
Total 10-41-220 PUBLIC NOTICES:				2,367.00	2,367.00
10-41-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-HEATH	AMAZON-TIMER	09/16/2026	25.99	25.99
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	1.84	1.84
Total 10-41-240 OFFICE SUPPLIES AND EXPENSE:				27.83	27.83
10-41-660 FED FUNDS: ARPA FUNDING					
JONES & ASSOCIATES	23826	DECANT FACILITY	07/31/2026	2,976.75	2,976.75
Total 10-41-660 FED FUNDS: ARPA FUNDING:				2,976.75	2,976.75
10-42-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-AMAN	AMAZON-SUPPLIES	09/16/2026	36.13	36.13
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	9.21	9.21
Total 10-42-240 OFFICE SUPPLIES AND EXPENSE:				45.34	45.34
10-42-310 PROFESSIONAL & TECHNICAL					
GAGE ARNOLD	SEPT2026	CITY PROSECUTOR	09/24/2026	2,167.00	2,167.00
PATRICIA NELSON	090126	SPANISH INTERPRETING SERVICES	09/01/2026	82.00	82.00
RICH GALLEGOS, ATTOR	123685	PUBLIC DEFENDER	06/24/2026	200.00	200.00
RICH GALLEGOS, ATTOR	123692	PUBLIC DEFENDER	08/28/2026	200.00	200.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-42-310 PROFESSIONAL & TECHNICAL:				2,649.00	2,649.00
10-43-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	1.84	1.84
Total 10-43-240 OFFICE SUPPLIES AND EXPENSE:				1.84	1.84
10-43-605 MARKETING & ANALYSIS					
ZION'S BANK-BANKCARD	091626-HEATH	ISOLVED-TALENT ACQUISITION	09/16/2026	599.00	599.00
Total 10-43-605 MARKETING & ANALYSIS:				599.00	599.00
10-44-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP					
ZION'S BANK-BANKCARD	091626-HEATH	APT-MEBERSHIP RENEWAL	09/16/2026	199.00	199.00
Total 10-44-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP:				199.00	199.00
10-44-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	7.37	7.37
Total 10-44-240 OFFICE SUPPLIES AND EXPENSE:				7.37	7.37
10-47-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	9.21	9.21
Total 10-47-240 OFFICE SUPPLIES AND EXPENSE:				9.21	9.21
10-49-300 ENGINEER					
JONES & ASSOCIATES	23825	GENERAL DEV COORDINATION	07/31/2026	2,697.00	2,697.00
JONES & ASSOCIATES	23826	GENERAL ENGINEERING COORDINATION	07/31/2026	1,712.00	1,712.00
Total 10-49-300 ENGINEER:				4,409.00	4,409.00
10-49-310 ATTORNEY					
FW LAW	0000106	CITY ATTORNEY	09/28/2026	3,000.00	3,000.00
Total 10-49-310 ATTORNEY:				3,000.00	3,000.00
10-49-510 INSURANCE AND SURETY BONDS					
UTAH LOCAL GOVERNMENT	1629281	INSURANCE ON NEW VEHICLES & REMOVAL	10/05/2026	85.01	85.01
Total 10-49-510 INSURANCE AND SURETY BONDS:				85.01	85.01
10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.					
CERTIFIED SHRED INC.	200471	QUARTERLY SHRED PROGRAM	10/05/2026	40.00	40.00
LES OLSON CO.	EA1732070	OFFICE COPIER AGREEMENT	09/08/2026	397.21	397.21
ZION'S BANK-BANKCARD	091626-HEATH	AMAZON-BOX CUTTER	09/16/2026	11.04	11.04
ZION'S BANK-BANKCARD	091626-PARKS	FASTENAL-BATHROOM SCENT SPRAYS	09/16/2026	106.00	106.00
Total 10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.:				554.25	554.25
10-50-270 UTILITIES					
ENBRIDGE GAS	092326B	CITY OFFICE 93745	08/25/2026	24.08	24.08
ENBRIDGE GAS	092326C	CERT 44670	08/25/2026	14.35	14.35
ENBRIDGE GAS	092826	REC BUILDING	09/04/2026	7.16	7.16
ROCKY MOUNTAIN POW	100126B	CITY HALL 007 2	09/21/2026	547.74	547.74
ROCKY MOUNTAIN POW	100126D	CERT 009 1	09/21/2026	206.17	206.17

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-50-270 UTILITIES:				799.50	799.50
10-50-280 TELEPHONE					
VERIZON WIRELESS	6152842045	REC INTERNET	08/07/2026	30.02	30.02
ZION'S BANK-BANKCARD	091626-HEATH	CONNEXT-INTERNET	09/16/2026	99.00	99.00
ZION'S BANK-BANKCARD	091626-HEATH	TELIGENT-PHONES (2 MONTHS)	09/16/2026	1,764.15	1,764.15
Total 10-50-280 TELEPHONE:				1,893.17	1,893.17
10-50-620 CONTRACTUAL SERVICES					
NEXUS IT	167785	MONTHLY NETWORK SERVICES-OFFICE & POLICE	09/01/2026	2,417.57	2,417.57
NEXUS IT	168234	MONTHLY NETWORK SERVICES-OFFICE & POLICE	09/09/2026	25.13	25.13
NEXUS IT	168325	MONTHLY NETWORK SERVICES-OFFICE & POLICE	10/01/2026	2,417.57	2,417.57
TECSERV, INC.	17924	MONTHLY NETWORK SERVICES-OFFICE & POLICE	06/01/2026	2,417.57	2,417.57
TECSERV, INC.	18001	MONTHLY NETWORK SERVICES-OFFICE & POLICE	07/01/2026	2,417.57	2,417.57
Total 10-50-620 CONTRACTUAL SERVICES:				9,695.41	9,695.41
10-51-250 EQUIP/SUPPLIES/MAINTENANCE					
MIDWEST MOTOR SUPPL	104882086	SUPPLIES FOR SHOP	09/25/2026	355.87	355.87
TOM RANDALL DISTRIBU	0424190	WASHER FLUID FOR SHOP	09/16/2026	161.28	161.28
ZION'S BANK-BANKCARD	091626-SHOP	ACE HARDWARE-FOR SALE SIGNS FOR TRUCK SALE	09/16/2026	27.98	27.98
Total 10-51-250 EQUIP/SUPPLIES/MAINTENANCE:				545.13	545.13
10-51-270 UTILITIES					
ENBRIDGE GAS	092326A	SHOP 548804	08/23/2026	19.61	19.61
ENBRIDGE GAS	100226	ACCT # 5488040000 SHOP	10/02/2026	23.04	23.04
ROCKY MOUNTAIN POW	100126E	SHOP 011 7	09/21/2026	547.81	547.81
Total 10-51-270 UTILITIES:				590.46	590.46
10-51-280 TELEPHONE					
VERIZON WIRELESS	6152842045	PW DIRECTOR CELL	08/07/2026	51.78	51.78
VERIZON WIRELESS	6152842045	PW ON CALL CELL	08/07/2026	47.63	47.63
Total 10-51-280 TELEPHONE:				99.41	99.41
10-53-210 BOOKS & SUBSCRIPTIONS & MEMBER					
WEBER COUNTY RECOR	100126	ONLINE PROPERTY DATA SERVICES	10/01/2026	150.00	150.00
Total 10-53-210 BOOKS & SUBSCRIPTIONS & MEMBER:				150.00	150.00
10-53-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-HEATH	AMAZON-ACCORDIAN FILE	09/16/2026	6.81	6.81
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	3.69	3.69
Total 10-53-240 OFFICE SUPPLIES AND EXPENSE:				10.50	10.50
10-54-240 OFFICE SUPPLIES AND EXPENSE					
AMAZON CAPITAL SERVI	1QVD-XPGN-C	OFFICE SUPPLIES	08/25/2026	140.09	140.09
ZION'S BANK-BANKCARD	091626-POLIC	CDW GOVT-PAPER FOR PATROL PRINTERS	09/16/2026	96.61	96.61
ZION'S BANK-BANKCARD	091626-POLIC	ZOHO-FORMS	09/16/2026	30.00	30.00
Total 10-54-240 OFFICE SUPPLIES AND EXPENSE:				266.70	266.70

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-54-250 SUPPLIES/MAINTENANCE					
AMAZON CAPITAL SERVI	11T6-JFKR-TL	PD SUPPLIES	09/14/2026	122.97	122.97
AMAZON CAPITAL SERVI	14L7-N3FT-YG	PORTABLE COMPUTER MONITOR FOR B. LUCAS	09/08/2026	209.99	209.99
QUALITY QUICK-PRINT	8874	CONSTANT CONTACT A FRAME SIGNS	05/06/2026	30.00	30.00
ZION'S BANK-BANKCARD	091626-POLIC	VISTA PRINT-POLICE STICKERS TO HAND OUT TO KIDS	09/16/2026	310.97	310.97
Total 10-54-250 SUPPLIES/MAINTENANCE:				673.93	673.93
10-54-251 VEHICLE:FUEL					
FUEL NETWORK	F2702E00935	PD FUEL	09/01/2026	4,792.24	4,792.24
FUEL NETWORK	F2703E00931	PD FUEL	10/01/2026	5,603.59	5,603.59
Total 10-54-251 VEHICLE:FUEL:				10,395.83	10,395.83
10-54-252 VEHICLE: EQUIPMENT					
RAY'S AUTO BODY INC	23170	PD TRUCK REPAIR-INSURANCE DEDUCTIBLE	08/13/2026	150.00	150.00
Total 10-54-252 VEHICLE: EQUIPMENT:				150.00	150.00
10-54-253 VEHICLE: MAINTENANCE					
NELSON TIRE LLC	788940A	PD OIL CHANGE ON TRUCK	09/08/2026	95.17	95.17
NELSON TIRE LLC	817037	OIL CHANGE FOR PD TRUCKS	09/23/2026	124.47	124.47
ZION'S BANK-BANKCARD	091626-POLIC	GRIFF'S GARAGE- EMISSIONS	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-POLIC	GRIFF'S GARAGE-EMISSIONS	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-POLIC	O'REILLY-WINDSHIELD WIPERS FOR PD TRUCK	09/16/2026	36.70	36.70
Total 10-54-253 VEHICLE: MAINTENANCE:				326.34	326.34
10-54-280 COMMUNICATION SERVICES					
AT&T MOBILITY	287368986689	PD AIR CARDS	08/22/2026	521.63	521.63
AT&T MOBILITY	287368986689	PD AIR CARDS	09/22/2026	521.63	521.63
Total 10-54-280 COMMUNICATION SERVICES:				1,043.26	1,043.26
10-54-310 PROFESSIONAL/TECHNICAL SERVICE					
IHC HEALTH SERVICES, I	600040881	SMITH RANDOM DRUG SCREEN	08/13/2026	57.00	57.00
IHC HEALTH SERVICES, I	600040881	LUCAS RANDOM DRUG SCREEN	08/13/2026	57.00	57.00
IHC HEALTH SERVICES, I	600044003	EMPEY DRUG SCREEN	09/15/2026	57.00	57.00
IHC HEALTH SERVICES, I	600044003	THURGOOD DRUG SCREEN	09/15/2026	57.00	57.00
Total 10-54-310 PROFESSIONAL/TECHNICAL SERVICE:				228.00	228.00
10-54-470 UNIFORMS					
CURTIS BLUE LINE	INV1106653	PD UNIFORMS-B. JACOBS	09/02/2026	118.74	118.74
CURTIS BLUE LINE	INV1107110	PD UNIFORMS-B. JACOBS	09/03/2026	21.00	21.00
CURTIS BLUE LINE	INV1110110	LUCAS UNIFORMS	09/14/2026	228.00	228.00
CURTIS BLUE LINE	INV1116522	PD UNIFORMS	09/30/2026	85.48	85.48
CURTIS BLUE LINE	INV2204150	PD UNIFORMS	08/27/2026	342.00	342.00
CURTIS BLUE LINE	INV2222509	PD UNIFORMS	09/17/2026	150.28	150.28
Total 10-54-470 UNIFORMS:				945.50	945.50
10-54-620 CONTRACTUAL SERVICES					
WEBER AREA DISPATCH	82034	SECURE ACCESS FOR PD	09/10/2026	777.45	777.45
Total 10-54-620 CONTRACTUAL SERVICES:				777.45	777.45

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-58-310 PROFESSIONAL & TECHNICAL					
BEACON CODE CONSUL	06042839	BUILDING INSPECTION SERVICES	08/01/2026	13,850.00	13,850.00
Total 10-58-310 PROFESSIONAL & TECHNICAL:				13,850.00	13,850.00
10-60-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0423952	STREETS	09/14/2026	234.45	234.45
TOM RANDALL DISTRIBU	0423952	STREETS DIESEL	09/14/2026	441.33	441.33
Total 10-60-251 VEHICLE:FUEL:				675.78	675.78
10-60-253 VEHICLE: MAINTENANCE					
READING TRUCK EQUIP	43040372	FIX LIGHT BAR DT#2	08/27/2026	308.00	308.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU#10	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU#8	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	O'REILLY-FILTER FOR DT#11	09/16/2026	5.29	5.29
ZION'S BANK-BANKCARD	091626-SHOP	O'REILLY-FILTERS FOR DT#10	09/16/2026	61.18	61.18
ZION'S BANK-BANKCARD	091626-SHOP	RUSH TRUCK CENTERS-OIL FILTERS FOR DT#10 #11	09/16/2026	63.80	63.80
Total 10-60-253 VEHICLE: MAINTENANCE:				508.27	508.27
10-60-270 UTILITIES					
ROCKY MOUNTAIN POW	100126	STREET LIGHTS 002 0	09/16/2026	981.03	981.03
ROCKY MOUNTAIN POW	100126C	STREET LIGHTS 010 9	09/21/2026	1,180.23	1,180.23
Total 10-60-270 UTILITIES:				2,161.26	2,161.26
10-60-280 TELEPHONE					
VERIZON WIRELESS	6152842045	STREET/STORM TABLET	08/07/2026	20.00	20.00
VERIZON WIRELESS	6152842045	PW INSPECTOR CELL	08/07/2026	12.94	12.94
VERIZON WIRELESS	6152842045	PW INSPECTOR TABLET	08/07/2026	12.27	12.27
VERIZON WIRELESS	6152842045	STREET/STORM CELL	08/07/2026	25.89	25.89
Total 10-60-280 TELEPHONE:				71.10	71.10
10-60-310 PROFESSIONAL/TECHNICAL SERVICE					
IHC HEALTH SERVICES, I	600040881	GAPINSKI VACCINE	08/13/2026	228.00	228.00
IHC HEALTH SERVICES, I	600044003	FISH EXAM	09/15/2026	75.00	75.00
IHC HEALTH SERVICES, I	600044003	COOK EXAM	09/15/2026	75.00	75.00
JONES & ASSOCIATES	23826	PUBLIC WORKS STANDARDS UPDATES	07/31/2026	42.75	42.75
WORKFORCE QA LLC	INV238187	RANDOMS	08/31/2026	100.00	100.00
Total 10-60-310 PROFESSIONAL/TECHNICAL SERVICE:				520.75	520.75
10-60-330 EDUCATION AND TRAINING					
BRIDGERLAND TECHNIC	71691-260918	ADAM/JACOB CDL CERT TRAINING	09/18/2026	4,222.00	4,222.00
ZION'S BANK-BANKCARD	091626-PUBLI	BRIDGERLAND TECHNICAL COLLEGE-CL TRAINING BOOKS	09/16/2026	172.00	172.00
ZION'S BANK-BANKCARD	091626-PUBLI	WINGERZ-JAKE/ADAM	09/16/2026	52.47	52.47
Total 10-60-330 EDUCATION AND TRAINING:				4,446.47	4,446.47
10-60-470 STREET SUPPLIES/MATERIALS					
INTERSTATE COMPANIE	128887	REPLACEMENT SIGN LOMOND VIEW DR	10/12/2026	67.81	67.81
SAFETY SUPPLY & SIGN	199197	500W WEBER HIGH FLASJING STOP/REPLACE	08/24/2026	1,523.95	1,523.95
ZION'S BANK-BANKCARD	091626-STRE	HOME DEPOT-2550N XING REBAR	09/16/2026	13.98	13.98
Total 10-60-470 STREET SUPPLIES/MATERIALS:				1,605.74	1,605.74

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-60-490 CLASS "C"ROAD EXPENDITURES					
READING TRUCK EQUIP	W 165955	NEW PLOW TRUCK WITH UPFIT	06/26/2026	75,426.32	75,426.32
Total 10-60-490 CLASS "C"ROAD EXPENDITURES:				75,426.32	75,426.32
10-60-491 TRANSPORTATION SALES TX EXPEND					
JONES & ASSOCIATES	23826	2026 STREET LIGHT (PLANNING AND DESIGN)	07/31/2026	2,428.75	2,428.75
JONES & ASSOCIATES	23826	2027 TRIP HAZRD MITIGATION DESIGN PH	07/31/2026	85.50	85.50
ROYAL WHOLESALE ELE	5349-1341529	STREET LIGHT PROJECT 25/261060491	09/02/2026	70,345.56	70,345.56
Total 10-60-491 TRANSPORTATION SALES TX EXPEND:				72,859.81	72,859.81
10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN					
ZION'S BANK-BANKCARD	091626-CINDY	LEES-SNACKS	09/16/2026	45.53	45.53
Total 10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN:				45.53	45.53
10-70-250 EQUIP/SUPPLIES/MAINTENANCE					
TURF EQUIPMENT & IRR	3043523-00	TEETH & PROTECTIVE SLEEVES FOR VENTRAC	07/23/2026	223.16	223.16
TURF EQUIPMENT & IRR	3045328-00	4100D TORO MOTOR FILTERS	09/11/2026	351.11	351.11
Total 10-70-250 EQUIP/SUPPLIES/MAINTENANCE:				574.27	574.27
10-70-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0423952	PARKS	09/14/2026	1,469.12	1,469.12
TOM RANDALL DISTRIBU	0423952	PARKS DIESEL	09/14/2026	1,419.02	1,419.02
Total 10-70-251 VEHICLE:FUEL:				2,888.14	2,888.14
10-70-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU#1	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	EMISSIONS PU#11	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-PU#14 EMISSIONS TESTING	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS TEST PU#4	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BRITHERS-EMISSION TESTING PARKS TRUCKS	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU#19	09/16/2026	35.00	35.00
Total 10-70-253 VEHICLE: MAINTENANCE:				210.00	210.00
10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT					
SUNRISE ENVIRONMENT	163133	CLEANING WIPES	09/02/2026	365.74	365.74
ZION'S BANK-BANKCARD	091626-PARKS	HOME DEPOT-SERVICE PROJECT	09/16/2026	590.50	590.50
ZION'S BANK-BANKCARD	091626-PARKS	DIAMOND TREE EXPERTS-BARK FOR WADMAN	09/16/2026	351.00	351.00
Total 10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT:				1,307.24	1,307.24
10-70-270 UTILITIES					
BONA VISTA WATER DIST	092426	MULT-SPORTS PARK	09/24/2026	99.74	99.74
BONA VISTA WATER DIST	093026	MULTI-SPORTS PARK	07/27/2026	99.75	99.75
ENBRIDGE GAS	100226	ACCT #3674500000 REC BUILDING	10/02/2026	7.23	7.23
ROCKY MOUNTAIN POW	100126B	PARK SITES 007 5	09/21/2026	629.54	629.54
Total 10-70-270 UTILITIES:				836.26	836.26
10-71-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	091626-HEATH	OFFICE SUPPLIES	09/16/2026	3.69	3.69

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-71-240 OFFICE SUPPLIES AND EXPENSE:				3.69	3.69
10-71-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD	091626-CINDY	COSTCO-SNACKS	09/16/2026	25.72	25.72
ZION'S BANK-BANKCARD	091626-CINDY	SMITHS-SNACKS	09/16/2026	25.43	25.43
ZION'S BANK-BANKCARD	091626-CINDY	NFL FLAG-JERSEYS	09/16/2026	71.25	71.25
ZION'S BANK-BANKCARD	091626-CINDY	AMAZON-VOLUNTEER APPRECIATION FOR KENZIE MCLEAN	09/16/2026	35.87	35.87
ZION'S BANK-BANKCARD	091626-CINDY	AMAZON-SUPPLIES	09/16/2026	111.27	111.27
Total 10-71-250 EQUIP/SUPPLIES/MAINTENANCE:				269.54	269.54
10-71-310 PROFESSIONAL/TECHINCAL SERVICE					
ZION'S BANK-BANKCARD	091626-CINDY	KW STRIPING-FLAG FOOTBALL	09/16/2026	630.00	630.00
Total 10-71-310 PROFESSIONAL/TECHINCAL SERVICE:				630.00	630.00
40-46-251 SPECIAL EVENTS-PUMPKIN PALOOZA					
ZION'S BANK-BANKCARD	091626-CINDY	AMAZEVENT-EVENTS	09/16/2026	691.88	691.88
Total 40-46-251 SPECIAL EVENTS-PUMPKIN PALOOZA:				691.88	691.88
40-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	23826	PV PICKLEBALL COURTS	07/31/2026	85.50	85.50
Total 40-46-310 PROFESSIONAL & TECHNICAL:				85.50	85.50
41-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	167.23	167.23
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	167.23	167.23
Total 41-40-240 OFFICE SUPPLIES AND EXPENSE:				334.46	334.46
41-40-250 EQUIP/SUPPLIES/MAINTENANCE					
HD FOWLER	O9053157	BARKER PARK CS CHECK VALUE	09/14/2026	2,622.60	2,622.60
J SOLUTIONS LLC	DD1370	1000 W 3400 N EMERGENCY BACK UP	09/18/2026	857.50	857.50
MIDWEST MOTOR SUPPL	104815456	DRAINS TO STREAM PAINT	09/04/2026	139.75	139.75
ZION'S BANK-BANKCARD	091626-STRE	SHERWIN WILLIAMS-DRAINS TO STREAM MARKING PAINT	09/16/2026	164.75	164.75
ZION'S BANK-BANKCARD	091626-STRE	THE HOME DEPOT-SERVICE PROJECT SUPPLIES	09/16/2026	63.00	63.00
ZION'S BANK-BANKCARD	091626-UTILITI	MOUNTAINLAND-GREEN PAINT	09/16/2026	39.31	39.31
Total 41-40-250 EQUIP/SUPPLIES/MAINTENANCE:				3,886.91	3,886.91
41-40-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0423952	STORM	09/14/2026	1,297.09	1,297.09
TOM RANDALL DISTRIBU	0423952	STORM DIESEL	09/14/2026	590.58	590.58
Total 41-40-251 VEHICLE:FUEL:				1,887.67	1,887.67
41-40-280 TELEPHONE					
VERIZON WIRELESS	6152842045	STREET/STORM TABLET	08/07/2026	20.01	20.01
VERIZON WIRELESS	6152842045	PW INSPECTOR CELL	08/07/2026	12.95	12.95
VERIZON WIRELESS	6152842045	PW INSPECTOR TABLET	08/07/2026	12.28	12.28
VERIZON WIRELESS	6152842045	STREET/STORM CELL	08/07/2026	25.89	25.89
Total 41-40-280 TELEPHONE:				71.13	71.13

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
41-40-310 PROFESSIONAL/TECHINCAL SERVICE					
JONES & ASSOCIATES	23826	2025 MS4 STORM WATER AUDIT	07/31/2026	69.50	69.50
JONES & ASSOCIATES	23826	STORM WATER MANAGEMENT PLAN	07/31/2026	287.50	287.50
JONES & ASSOCIATES	23826	BOUNDARY FOR SINK HOLE (350 W)	07/31/2026	895.00	895.00
NEXUS IT	167785	MONTHLY NETWORK SERVICES-SS	09/01/2026	297.69	297.69
NEXUS IT	168234	MONTHLY NETWORK SERVICES-SS	09/09/2026	3.09	3.09
NEXUS IT	168325	MONTHLY NETWORK SERVICES-SS	10/01/2026	297.69	297.69
TECSERV, INC.	17924	MONTHLY NETWORK SERVICES-SS	06/01/2026	297.69	297.69
TECSERV, INC.	18001	MONTHLY NETWORK SERVICES-SS	07/01/2026	297.69	297.69
UTAH DIVISION OF WATE	2770000645	FY27 ANNUAL MS4 PERMIT	09/16/2026	2,100.00	2,100.00
Total 41-40-310 PROFESSIONAL/TECHINCAL SERVICE:				4,545.85	4,545.85
41-40-610 MISCELLANEOUS SUPPLIES					
BLUE STAKES OF UTAH	UT202602251	131 BLUE STAKES	08/31/2026	52.51	52.51
BLUE STAKES OF UTAH	UT202602600	147 BLUE STAKES	09/30/2026	60.84	60.84
Total 41-40-610 MISCELLANEOUS SUPPLIES:				113.35	113.35
41-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	23826	SD CROSSING OF RR AT 1325 W CONTR MANAGEMENT	07/31/2026	29.75	29.75
JONES & ASSOCIATES	23826	400 W STORM DRAIN-CONSTR MANAGEMENT	07/31/2026	128.25	128.25
Total 41-46-310 PROFESSIONAL & TECHNICAL:				158.00	158.00
41-46-730 IMPROVEMENTS - CONSTRUCTION					
NEXT CONSTRUCTION, L	093026	PR# 2 DECANT	09/30/2026	179,513.09	179,513.09
NEXT CONSTRUCTION, L	83126	PAY APP #1 - DECANT FACILITY	08/31/2026	146,974.20	146,974.20
ROCKY MOUNTAIN POW	7651379	DECANT POWER	08/17/2026	15,845.60	15,845.60
Total 41-46-730 IMPROVEMENTS - CONSTRUCTION:				342,332.89	342,332.89
43-40-730 IMPROVEMENTS CONSTRUCTION					
JONES & ASSOCIATES	23826	CITY COMPLEX BUILDING IMPROVEMENTS-DESIGN	07/31/2026	342.00	342.00
SAFETY SUPPLY & SIGN	199118	2550N X WALK ADD	08/19/2026	6,637.73	6,637.73
Total 43-40-730 IMPROVEMENTS CONSTRUCTION:				6,979.73	6,979.73
43-40-740 CAPTIAL OUTLAY - EQUIPMENT					
AMAZON CAPITAL SERVI	16VT-F1TQ-Q	INTERVEIW ROOM UPGRADES	09/25/2026	243.87	243.87
AMAZON CAPITAL SERVI	1R6J-661N-HN	PD INTERVIEW ROOM UPGRADES	09/08/2026	72.37	72.37
READING TRUCK EQUIP	W 165955	NEW PLOW TRUCK WITH UPFIT	06/26/2026	75,426.32	75,426.32
ZION'S BANK-BANKCARD	091626-POLIC	AMAZON-INTERVIEW ROOM UPGRADES	09/16/2026	329.29	329.29
ZION'S BANK-BANKCARD	091626-PUBLI	BL PALLET RACKING-PALLET RACKS/SOUTH SHOP	09/16/2026	2,430.80	2,430.80
Total 43-40-740 CAPTIAL OUTLAY - EQUIPMENT:				78,502.65	78,502.65
45-46-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	167.24	167.24
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	167.24	167.24
Total 45-46-240 OFFICE SUPPLIES AND EXPENSE:				334.48	334.48
45-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	23826	2700 N INTERCONNECTIVITY PROJECT-CONSTR MANAGEMENT	07/31/2026	1,234.75	1,234.75
JONES & ASSOCIATES	23826	ELBERTA 600 W TO CITY LIMITS-CORRIDOR PRESERVATION	07/31/2026	7,340.75	7,340.75
JONES & ASSOCIATES	23826	SKYLINE DR PH 1 WACOG APP	07/31/2026	1,622.00	1,622.00
JONES & ASSOCIATES	23826	SKYLINE DR PH 2 WACOG APP	07/31/2026	2,171.00	2,171.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
JONES & ASSOCIATES	23826	SKYLINE DR. RR CROSSING WACOG APP	07/31/2026	2,705.50	2,705.50
JONES & ASSOCIATES	23826	SKYLINE DR RR CROSSING-CORRDIOR PRESERVATION	07/31/2026	940.50	940.50
JONES & ASSOCIATES	23826	SKYLINE DR RR CROSSING-ALIGNMENT DESIGN	07/31/2026	944.25	944.25
JONES & ASSOCIATES	23826	SKYLINE DESIGN AND ROW ACQUISITION SUPPORT	07/31/2026	1,325.25	1,325.25
UNION PACIFIC RAILROA	WO83445	SKYLINE DR. RR XING	09/08/2026	2,494.50	2,494.50
Total 45-46-310 PROFESSIONAL & TECHNICAL:				20,778.50	20,778.50
45-46-730 IMPROVEMENTS-CONTRUCTION					
WOODSONIA FARR WES	092426	PR#2 2700 N CONNECTIVITY FARR WEST	09/24/2026	648,813.73	648,813.73
Total 45-46-730 IMPROVEMENTS-CONTRUCTION:				648,813.73	648,813.73
49-40-240 OFFICE SUPPLIES					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	167.23	167.23
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	167.23	167.23
Total 49-40-240 OFFICE SUPPLIES:				334.46	334.46
49-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	23826	TRANSPORTATION UTILITY FEE	07/31/2026	386.75	386.75
Total 49-46-310 PROFESSIONAL & TECHNICAL:				386.75	386.75
51-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	167.44	167.44
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	167.44	167.44
Total 51-40-240 OFFICE SUPPLIES AND EXPENSE:				334.88	334.88
51-40-250 EQUIP/SUPPLIES/MAINTENANCE					
LAROSE PAVING INC	6620	WATER LEAK PATCHES	10/07/2026	6,296.50	6,296.50
MIDWEST MOTOR SUPPL	104680353	BOLTS AND PRV BUSHING	07/23/2026	221.03	221.03
THATCHER COMPANY	202610011472	150 LB CHLORINE CYLINDER	10/05/2026	1,652.25	1,652.25
THATCHER COMPANY	202610090066	150 LB CYLINDER RETURN	10/05/2026	350.00-	350.00-
ZION'S BANK-BANKCARD	091626-PUBLI	PIZZA MAN-WATER BREAK LUNCH	09/16/2026	159.56	159.56
ZION'S BANK-BANKCARD	091626-UTILITI	SMITH AND EDWARDS-IR DEVICE BATTERIES	09/16/2026	22.77	22.77
ZION'S BANK-BANKCARD	091626-UTILITI	MOUNTAINLAND-PIPE, TAP, AND 3/4 IN CORP STOP	09/16/2026	426.19	426.19
ZION'S BANK-BANKCARD	091626-UTILITI	MOUNTAINLAND-4" REPAIR CLAMP	09/16/2026	227.41	227.41
ZION'S BANK-BANKCARD	091626-UTILITI	CAL RANCH-SOCKET SWIVEL	09/16/2026	33.98	33.98
ZION'S BANK-BANKCARD	091626-UTILITI	MOUNTAINLAND-BLUE STAKES PAINT	09/16/2026	78.62	78.62
ZION'S BANK-BANKCARD	091626-UTILITI	NATIONAL BATTERY SALES-JESSIE GENERATOR BATTERIES	09/16/2026	750.36	750.36
ZION'S BANK-BANKCARD	091626-UTILITI	MOUNTAINLAND-8. 6. 4 IN. REPAIR CLAMP, 3/4 CORP	09/16/2026	904.42	904.42
Total 51-40-250 EQUIP/SUPPLIES/MAINTENANCE:				10,423.09	10,423.09
51-40-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0423952	UTILITIES	09/14/2026	957.21	957.21
TOM RANDALL DISTRIBU	0423952	UTILITIES DIESEL	09/14/2026	172.03	172.03
Total 51-40-251 VEHICLE:FUEL:				1,129.24	1,129.24
51-40-253 VEHICLE: MAINTENANCE					
PURCELL TIRE AND RUB	41309537	PU#15 TIRES REPLACEMENT	07/15/2026	459.42	459.42
ZION'S BANK-BANKCARD	091626-SHOP	O'REILLY-AIR FILTER FOR PU#15	09/16/2026	17.16	17.16
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU #15	09/16/2026	17.50	17.50
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU #15	09/16/2026	17.50	17.50
ZION'S BANK-BANKCARD	091626-SHOP	O'REILLY-OIL FILTER PU #15	09/16/2026	2.64	2.64

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS TEST PU#12	09/16/2026	35.00	35.00
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU #5	09/16/2026	17.50	17.50
Total 51-40-253 VEHICLE: MAINTENANCE:				566.72	566.72
51-40-270 UTILITIES					
ENBRIDGE GAS	092326	MACS WELL SITE	09/23/2026	23.96	23.96
ENBRIDGE GAS	100126	PVBS GEN SET	09/04/2026	25.54	25.54
ENBRIDGE GAS	100226	ACCT #9943289080 PVBS GEN SET	10/02/2026	55.39	55.39
ROCKY MOUNTAIN POW	100126A	CULINARY SITES 008 3	09/21/2026	5,660.21	5,660.21
Total 51-40-270 UTILITIES:				5,765.10	5,765.10
51-40-280 TELEPHONE					
VERIZON WIRELESS	6152842045	UTILITIES TABLET	08/07/2026	13.34	13.34
VERIZON WIRELESS	6152842045	PW INSPECTOR CELL	08/07/2026	12.95	12.95
VERIZON WIRELESS	6152842045	PW INSPECTOR TABLET	08/07/2026	12.28	12.28
Total 51-40-280 TELEPHONE:				38.57	38.57
51-40-310 PROFESSIONAL/TECHINCAL SERVICE					
BADGER METER	80234309	2009 ENDPOINTS	04/29/2026	1,828.19	1,828.19
BADGER METER	80237616	2012 ENDPOINTS	05/28/2026	1,830.92	1,830.92
BADGER METER	80241018	2012 ENDPOINTS	06/26/2026	1,830.92	1,830.92
BADGER METER	80244335	2045 ENDPOINTS	07/30/2026	1,860.95	1,860.95
BADGER METER	80247676	2108 CELLULAR ENDPOINTS	08/27/2026	1,918.28	1,918.28
CHEMTECH-FORD	26G0573	NITRATE 6 WATER SITES	07/13/2026	156.00	156.00
CHEMTECH-FORD	26H0520	20 LEAD AND COPPER	08/13/2026	1,040.00	1,040.00
JONES & ASSOCIATES	23826	500 W RESERVOIR-PROPERTY ADJUSTMENT	07/31/2026	111.00	111.00
NEXUS IT	167785	MONTHLY NETWORK SERVICES-WATER	09/01/2026	297.68	297.68
NEXUS IT	168234	MONTHLY NETWORK SERVICES-WATER	09/09/2026	3.10	3.10
NEXUS IT	168325	MONTHLY NETWORK SERVICES-WATER	10/01/2026	297.68	297.68
TECSERV, INC.	17924	MONTHLY NETWORK SERVICES-WATER	06/01/2026	297.68	297.68
TECSERV, INC.	18001	MONTHLY NETWORK SERVICES-WATER	07/01/2026	297.68	297.68
WEBER BASIN WATER C	0085352	10 BAC T'S	09/02/2026	120.00	120.00
Total 51-40-310 PROFESSIONAL/TECHINCAL SERVICE:				11,890.08	11,890.08
51-40-610 MISCELLANEOUS SUPPLIES					
BLUE STAKES OF UTAH	UT202602251	131 BLUE STAKES	08/31/2026	52.52	52.52
BLUE STAKES OF UTAH	UT202602600	147 BLUE STAKES	09/30/2026	60.83	60.83
Total 51-40-610 MISCELLANEOUS SUPPLIES:				113.35	113.35
51-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	23826	EPA RISK ASSESMENT AND EMERGENCY RESPONSE PLAN	07/31/2026	409.75	409.75
JONES & ASSOCIATES	23826	CULINARY WATER RESERVOIR-TRANSMISSION LINE DESIGN	07/31/2026	171.00	171.00
JONES & ASSOCIATES	23826	500 W RESERVOIR ABANDONMENT	07/31/2026	5,017.25	5,017.25
Total 51-46-310 PROFESSIONAL & TECHNICAL:				5,598.00	5,598.00
51-46-730 IMPROVEMENTS-CONSTRUCTION					
ORMOND CONSTRUCTIO	092326	500W TANK ABANDONMENT PR#1	09/01/2026	247,620.81	247,620.81
Total 51-46-730 IMPROVEMENTS-CONSTRUCTION:				247,620.81	247,620.81
53-40-100 CENTRAL WEBER SEWER DISTRICT					
CENTRAL WEBER SEWE	2329082	QUARTERLY FEES	08/12/2026	245,096.00	245,096.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CENTRAL WEBER SEWE	2329094	PRE-TREATMENT	08/12/2026	12,345.00	12,345.00
Total 53-40-100 CENTRAL WEBER SEWER DISTRICT:				257,441.00	257,441.00
53-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	167.44	167.44
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	167.44	167.44
Total 53-40-240 OFFICE SUPPLIES AND EXPENSE:				334.88	334.88
53-40-250 EQUIP/SUPPLIES/MAINTENANCE					
J SOLUTIONS LLC	DD1397	IDDE #261002 CLEANING IMPACTED SD DS	10/06/2026	1,225.00	1,225.00
J SOLUTIONS LLC	DD1406	IDDE #261002 TRACING SOURCE OF SEWER IN SD	10/05/2026	980.00	980.00
J SOLUTIONS LLC	DD1413	IDDE #261002 CLEANING IMPACTED SD	10/09/2026	2,450.00	2,450.00
ZION'S BANK-BANKCARD	091626-UTILITI	MOUNTAINLAND-GREEN PAINT	09/16/2026	39.31	39.31
Total 53-40-250 EQUIP/SUPPLIES/MAINTENANCE:				4,694.31	4,694.31
53-40-251 VEHICLE:FUEL					
TOM RANDALL DISTRIBU	0423952	UTILITIES	09/14/2026	957.22	957.22
TOM RANDALL DISTRIBU	0423952	UTILITIES DIESEL	09/14/2026	172.03	172.03
Total 53-40-251 VEHICLE:FUEL:				1,129.25	1,129.25
53-40-253 VEHICLE: MAINTENANCE					
PURCELL TIRE AND RUB	41309537	PU#15 NEW TIRES FOR TRUCK	07/15/2026	459.42	459.42
ZION'S BANK-BANKCARD	091626-SHOP	O'REILLY-AIR FILTER FOR PU#15	09/16/2026	17.17	17.17
ZION'S BANK-BANKCARD	091626-SHOP	BURT BROTHERS-EMISSIONS PU#5	09/16/2026	17.50	17.50
ZION'S BANK-BANKCARD	091626-SHOP	O'REILLY-OIL FILTER PU#15	09/16/2026	2.65	2.65
Total 53-40-253 VEHICLE: MAINTENANCE:				496.74	496.74
53-40-280 TELEPHONE					
VERIZON WIRELESS	6152842045	UTILITIES TABLET	08/07/2026	13.33	13.33
VERIZON WIRELESS	6152842045	PW INSPECTOR CELL	08/07/2026	12.94	12.94
VERIZON WIRELESS	6152842045	PW INSPECTOR TABLET	08/07/2026	12.28	12.28
Total 53-40-280 TELEPHONE:				38.55	38.55
53-40-310 PROFESSIONAL/TECHINCAL SERVICE					
NEXUS IT	167785	MONTHLY NETWORK SERVICES-SEWER	09/01/2026	297.69	297.69
NEXUS IT	168234	MONTHLY NETWORK SERVICES-SEWER	09/09/2026	3.09	3.09
NEXUS IT	168325	MONTHLY NETWORK SERVICES-SEWER	10/01/2026	297.69	297.69
TECSERV, INC.	17924	MONTHLY NETWORK SERVICES-SEWER	06/01/2026	297.69	297.69
TECSERV, INC.	18001	MONTHLY NETWORK SERVICES-SEWER	07/01/2026	297.69	297.69
Total 53-40-310 PROFESSIONAL/TECHINCAL SERVICE:				1,193.85	1,193.85
53-40-610 MISCELLANEOUS SUPPLIES					
BLUE STAKES OF UTAH	UT202602251	131 BLUE STAKES	08/31/2026	52.52	52.52
BLUE STAKES OF UTAH	UT202602600	147 BLUE STAKES	09/30/2026	60.84	60.84
Total 53-40-610 MISCELLANEOUS SUPPLIES:				113.36	113.36
55-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	80154	UTILITY BILLING & NEWSLETTER	09/30/2026	167.23	167.23
WATKINS PRINTING	80384	UTILITY BILLING & NEWSLETTER	10/06/2026	167.23	167.23

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 55-40-240 OFFICE SUPPLIES AND EXPENSE:				334.46	334.46
55-40-280 TELEPHONE					
VERIZON WIRELESS	6152842045	UTILITIES TABLET	08/07/2026	13.34	13.34
Total 55-40-280 TELEPHONE:				13.34	13.34
55-40-310 PROFESSIONAL AND TECH SERV					
NEXUS IT	167785	MONTHLY NETWORK SERVICES-GARBAGE	09/01/2026	297.69	297.69
NEXUS IT	168234	MONTHLY NETWORK SERVICES-GARBAGE	09/09/2026	3.09	3.09
NEXUS IT	168325	MONTHLY NETWORK SERVICES-GARBAGE	10/01/2026	297.69	297.69
TECSERV, INC.	17924	MONTHLY NETWORK SERVICES-GARB	06/01/2026	297.69	297.69
TECSERV, INC.	18001	MONTHLY NETWORK SERVICES-GARB	07/01/2026	297.69	297.69
Total 55-40-310 PROFESSIONAL AND TECH SERV:				1,193.85	1,193.85
55-40-500 COLLECTION-GARBAGE					
REPUBLIC SERVICES #4	0493-0008794	3 CITY DUMPSTERS	08/31/2026	565.99	565.99
REPUBLIC SERVICES #4	0493-0008802	3393 CANS	08/31/2026	22,313.16	22,313.16
Total 55-40-500 COLLECTION-GARBAGE:				22,879.15	22,879.15
55-40-501 COLLECTION-RECYCLING					
REPUBLIC SERVICES #4	0493-0008802	2490 CANS	08/31/2026	15,342.96	15,342.96
Total 55-40-501 COLLECTION-RECYCLING:				15,342.96	15,342.96
55-40-510 DISPOSAL-GARBAGE					
WASTE MANAGEMENT O	0000072-7387-	290.08 TON	08/03/2026	14,448.85	14,448.85
WASTE MANAGEMENT O	0000129-7387-	282.28 TON	09/01/2026	14,226.78	14,226.78
Total 55-40-510 DISPOSAL-GARBAGE:				28,675.63	28,675.63
55-40-511 DISPOSAL - RECYCLING					
WASATCH INTEGRATED	INV92584	3.35 PO	08/05/2026	150.75	150.75
WASATCH INTEGRATED	INV92593	3.0 PO	08/06/2026	135.00	135.00
WASATCH INTEGRATED	INV92596	2.25 PO	08/07/2026	101.25	101.25
WASATCH INTEGRATED	INV92624	2.34 PO	08/12/2026	105.30	105.30
WASATCH INTEGRATED	INV92634	1.64 PO	08/13/2026	73.80	73.80
WASATCH INTEGRATED	INV92643	2.19 PO	08/14/2026	98.55	98.55
WASATCH INTEGRATED	INV92665	3.19 PO	08/19/2026	143.55	143.55
WASATCH INTEGRATED	INV92678	2.27 PO	08/21/2026	102.15	102.15
WASATCH INTEGRATED	INV92714	1.6 PO	08/27/2026	72.00	72.00
Total 55-40-511 DISPOSAL - RECYCLING:				982.35	982.35
60-40-310 PROFESSIONAL & TECHNICAL					
APPRAISAL TECHNOLOG	XGG943260A	2725-2775 INTERCONNECTIVITY PROJECT	08/06/2026	6,000.00	6,000.00
Total 60-40-310 PROFESSIONAL & TECHNICAL:				6,000.00	6,000.00
Grand Totals:				2,238,638.11	2,238,638.1

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Only paid invoices included.

PLEASANT VIEW CITY REDEVELOPMENT AGENCY

Participation Terms

Rise Baking Company, LLC

Approx. 116,000 SF manufacturing expansion at 1400 West 2700 North

87%

**of eligible increment
received**

Agency retains 13%

\$1,396,414

maximum total reimbursement

Up to 15 consecutive tax years from the first eligible payment tax year. Ends sooner if the cap is reached.

Post-performance reimbursement of documented project costs. Payments use only eligible property tax increment actually received by the Agency.

Developer Requirements Before Payment

Complete the Expansion

Finish approximately 116,000 SF and obtain occupancy and operating approvals.

Operate a Production Line

Equip and operate a new or expanded manufacturing line. Warehouse or storage space alone does not qualify.

Create At Least 160 New Positions

Document positions above Agency-approved baseline staffing. Temporary construction labor does not count.

Document Compliance and Costs

Keep taxes current, subject to permitted good-faith contests. Have no uncured material default and substantiate eligible costs.

Payment Safeguards and Board Approval

Annual Review and Timing

Certificates are due April 1. Payment follows within 60 days after the later of increment receipt or certificate receipt and approval.

Agency Financial Protection

Payment depends on available increment and eligible costs. No City or Agency general debt, guaranteed reimbursement or interest.

Unmet Conditions and Remedies

Subject to law, increment accrues in a segregated account until conditions are met. An uncured material breach permits payment suspension or termination.

Approval and Execution

Board approval by resolution. Complete baseline date, legal description and final plans before execution.

RESOLUTION 2026-H(RDA)

A RESOLUTION OF THE PLEASANT VIEW CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A TAX INCREMENT PARTICIPATION AGREEMENT WITH RISE BAKING COMPANY LLC RELATING TO DEVELOPMENT WITHIN THE RISE COMMUNITY REINVESTMENT AREA.

WHEREAS the Pleasant View City Redevelopment Agency (the “Agency”) has been created by the Pleasant View City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agency Act” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the Rise Community Reinvestment Project Area (the “Project Area”), desires to enter into a Tax Increment Participation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, encouraging and promoting the private development of an expansion to an industrial building within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE PLEASANT VIEW CITY REDEVELOPMENT AGENCY:

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Executive Director is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the intent and purpose of the Agreement, and the Executive Director’s signature upon the final Agreement and any minor modifications, amendments or revisions, shall constitute the Board’s acceptance of the Agreement and all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE PLEASANT VIEW CITY REDEVELOPMENT AGENCY on this 27TH day of October, 2026.

Steve Gibson, Chair

Attest:

Laurie Hellstrom, Secretary

This resolution has been approved by the following vote of the Pleasant View City RDA:

BM Arrington _____
BM Ferry _____
BM Marriott _____
BM Urry _____
BM Wilkinson _____

Exhibit A

Form of Agreement

TAX INCREMENT PARTICIPATION AGREEMENT

Drafting Note: Highlighted bracketed items require confirmation or completion before execution.

This Tax Increment Participation Agreement (this “Agreement”) is entered into effective as of [REDACTED], 2026 (the “Effective Date”), by and between Rise Baking Company, LLC, a Delaware limited liability company (the “Company”), and the Pleasant View City Redevelopment Agency, a Utah political subdivision (the “Agency”). The Company and the Agency may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Company owns or controls certain real property and an existing manufacturing facility located at 1400 West 2700 North, Pleasant View, Utah, generally identified as Weber County Parcel No. 195010001 and more particularly described in **Exhibit A** (the “Property”).
- B. The Property is located within the boundaries of the community reinvestment project area created by the Agency and known as the Rise Community Reinvestment Project Area (the “Project Area”).
- C. The Agency has adopted the Rise Community Reinvestment Project Area Plan and project area budget and has entered into interlocal agreements with participating taxing entities (collectively, the “Interlocal Agreements”) authorizing the Agency to receive a portion of the property tax increment generated within the Project Area pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Utah Code Title 17C, as amended (the “Act”).
- D. The Company proposes to construct an approximately 116,000-square-foot expansion to its existing facility on the Property for the installation and operation of an additional or expanded production line, together with related site, utility, equipment, and building improvements (collectively, the “Project”).
- E. The Company has represented that the Project will result in at least one hundred sixty (160) additional positions at the Property above the Company’s baseline staffing level.
- F. The Company has requested that the Agency reimburse a portion of the Company’s eligible Project costs from property tax increment actually received by the Agency and attributable to the Property and the Project.
- G. Subject to the conditions and limitations in this Agreement, the Agency desires to provide post-performance tax increment reimbursement to facilitate the Project and to further the goals, policies, and purposes of the Project Area Plan.
- H. The Agency’s execution of this Agreement is subject to approval by resolution of the Agency Board and any findings required by applicable law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, the Parties agree as follows:

1. Definitions.

- (a) **“Annual Compliance Certificate”** means an annual compliance certificate in the form attached hereto as **Exhibit B** together with all supporting documentation that the Company must submit to the Agency prior to receiving any Annual Payment following the first Annual Payment. and which must contain the information required by Section 6(a) below.
- (b) **“Annual Payment”** means an annual reimbursement payment calculated and payable to the Company under Section 4.
- (c) **“Baseline Staffing Date”** means a date approved in writing by the Agency that must be before the Company submits its First Payment Certificate and which date is used for purposes of calculating the New Positions created in connection with the Project. If no date is submitted and approved by the Agency prior to the First Payment Certificate, then the Baseline Staffing Date is deemed to be [REDACTED].
- (d) **“Baseline Staffing”** means the number of people filling employment positions at the Property as of the Baseline Staffing Date, as established by internal records and other documentation reasonably acceptable to the Agency.
- (e) **“Eligible Project Costs”** means documented costs incurred by the Company for the design, construction, equipping, and completion of the Project, excluding operating expenses, financing costs, penalties, and costs unrelated to the Project.
- (f) **“Increment Period”** means fifteen (15) consecutive tax years, beginning with the first tax year for which an Annual Payment is payable after satisfaction of all Payment Conditions and after the Company has submitted a First Payment Certificate.
- (g) **“First Payment Certificate”** means the certificate substantially in the form attached as **Exhibit C**, together with the supporting documentation required by this Agreement.
- (h) **“Maximum Reimbursement Amount”** means One Million Three Hundred Ninety-Six Thousand Four Hundred Fourteen Dollars (\$1,396,414).
- (i) **“New Positions”** means new employment positions created in connection with the Project that are located primarily at the Property after the Baseline Staffing Date. New Positions are calculated as the amount by which then-current staffing at the Property on the date that a First Payment Certificate is submitted exceeds Baseline Staffing. A position transferred from another Company facility in Utah will not be counted as a New Position unless the Agency approves the transfer in writing based on a demonstrated net employment benefit to the State and Project Area, which approval shall not be unconditionally withheld.
- (j) **“Property Tax Increment”** means the property tax increment attributable to the Property and Project that is actually received by the Agency under the Act, the Project Area budget, and the Interlocal Agreements and that is lawfully available for payment under this

Agreement, after any correction, refund, statutory allocation, or adjustment required by law.

2. Company Commitments. The Company shall develop and complete the Project substantially in accordance with the project description in **Exhibit D**, the plans and specifications approved by Pleasant View City (the "City"), and all applicable permits and laws. The Company is solely responsible for all costs of acquiring, designing, financing, constructing, equipping, operating, maintaining, repairing, and owning the Project. The Agency has no obligation to finance or complete the Project and does not guarantee any City permit, approval, utility capacity, or land-use entitlement.

- (a) The Project shall include an approximately 116,000-square-foot expansion to the Company's existing facility.
- (b) The expansion shall be constructed, equipped, and placed into operation for an additional or expanded production line of the Company.
- (c) The Company shall create at least one hundred sixty (160) New Positions before becoming eligible for the first Annual Payment.
- (d) Upon written request, the Company shall provide records reasonably necessary for the Agency to verify compliance with this Agreement. The Company is responsible for the completeness and accuracy of all information supplied to the Agency.

3. Payment Conditions.

- (a) **Conditions Precedent.** The Agency shall have no obligation to make an Annual Payment unless and until the Company has delivered evidence reasonably satisfactory to the Agency establishing each of the following (collectively, the "Payment Conditions"):
 - (i) The Company has completed the approximately 116,000-square-foot expansion and has obtained all certificates of occupancy or other governmental approvals required for lawful occupancy and operation of the expansion.
 - (ii) The expansion has been constructed, equipped, and placed into operation for manufacturing purposes and is not merely a warehouse, storage expansion, or relocation of existing operations without a new or expanded production line, or other use unrelated to a new or expanded production line.
 - (iii) The Company has created at least one hundred sixty (160) New Positions and has provided evidence of the New Positions through staffing records, internal workforce reports, or other documentation reasonably acceptable to the Agency.
 - (iv) All real property taxes, personal property taxes, privilege taxes, and assessments attributable to the Property or Project that are then due and payable are current, except amounts being contested in good faith in accordance with Section 7.
 - (v) The Company is not in uncured material default under this Agreement.

- (b) **Effect of Failure to Meet Conditions Precedent.** If the Payment Conditions are not met for a tax year during the Increment Period, then the Company is not entitled to receive the Annual Payment until the Payment Conditions are met. If the Payment Conditions are not satisfied but the Company is otherwise not in default under this Agreement, such failure of a Payment Condition shall not constitute a default under this Agreement. If a Payment Condition has not been met for a tax year during the Increment Period, the Agency shall, subject to the requirements of then existing law, accrue in a segregated account the Property Tax Increment received by the Agency for a given tax year and distribute the same to the Company upon satisfaction of the applicable Payment Condition.

4. Annual Tax Increment Reimbursement.

- (a) **Payment Percentage.** Subject to every condition and limitation in this Agreement, the Agency shall pay the Company an Annual Payment equal to eighty-seven percent (87%) of the Property Tax Increment actually received by the Agency for the applicable tax year. The Agency shall retain the remaining thirteen percent (13%), together with any amounts not lawfully available for reimbursement.
- (b) **Increment Period.** Subject to the terms and conditions of this Agreement, the Agency shall make an Annual Payment to the Company for each tax year during the Increment Period. Expiration, interruption, reduction, or extension of the Agency's Project Area funds collection period will not extend the Increment Period unless the Parties amend this Agreement in writing and the amendment is authorized by law.
- (c) **Maximum Reimbursement Amount.** In no event shall the aggregate of all Annual Payments and all amounts applied on the Company's behalf under Section 8 exceed the Maximum Reimbursement Amount. The Agency's payment obligation shall terminate automatically upon the earlier of (i) payment or application of the Maximum Reimbursement Amount, or (ii) expiration of the Increment Period; provided, however, that the Agency shall remain obligated to make the final Annual Payment even if such payment falls due after expiration of the Increment Period.
- (d) **First Annual Payment.** No later than April 1 of the year in which the first Annual Payment is requested, and provided that the Company has satisfied the Payment Conditions, the Company may submit a First Payment Certificate to the Agency. The Agency shall make each Annual Payment within sixty (60) days after the later of (i) the Agency's receipt of the applicable Property Tax Increment from Weber County and (ii) the Agency's receipt and approval of the First Payment Compliance Certificate.
- (e) **Subsequent Annual Payments.** After the first Annual Payment, the Company shall submit an Annual Compliance Certificate no later than April 1 of each year in which a payment is requested. The Agency shall make each Annual Payment within sixty (60) days after the later of (i) the Agency's receipt of the applicable Property Tax Increment from Weber County and (ii) the Agency's receipt and approval of the Annual Compliance Certificate.
- (f) **Deficiency in Supporting Documentation.** If the Agency identifies a deficiency in the First Payment Certificate, Annual Compliance Certificate, or any supporting documentation submitted therewith, the Company may cure the same after written notice from the Agency of such deficiency, but the foregoing cure right does not waive or modify

the requirement that the underlying performance conditions actually be satisfied before any payment is made.

- (g) **Agency Verification.** The Agency may use its staff, consultants, the City, Weber County, or another qualified third party to verify the Payment Conditions and Annual Compliance Certificates. The Agency's determination shall be made reasonably and in good faith based on the documentation available.
- (h) **No Guarantee.** The Maximum Reimbursement Amount is a cap and not a guaranteed payment. The Agency makes no representation that Property Tax Increment will be generated, received, or sufficient to pay the Maximum Reimbursement Amount. The Company assumes the risk of any shortfall.
- (i) **Statement of Calculation.** With each Annual Payment, the Agency shall provide a statement showing the Property Tax Increment actually received, the 87% calculation, any lawful deductions or offsets, the Annual Payment, cumulative payments, and the remaining unpaid Maximum Reimbursement Amount.

5. Eligible Costs and Reimbursement Limitation. Annual Payments constitute reimbursement for Eligible Project Costs. The Company shall maintain invoices, contracts, proof of payment, and other records sufficient to establish Eligible Project Costs at least equal to the cumulative Annual Payments. The Agency shall not be required to pay more than the lesser of (a) the amount calculated under Section 4, (b) the remaining unpaid Maximum Reimbursement Amount, or (c) the amount of unreimbursed Eligible Project Costs. No expense may be reimbursed more than once from Agency funds or another public incentive.

6. Annual Compliance and Continuing Covenants.

- (a) For each requested Annual Payment, the Company shall certify in the Annual Compliance Certificate that (i) the Project continues to be operated at the Property for an additional or expanded production line, (ii) all required taxes and assessments are current or are being contested in good faith, (iii) the Company is not in uncured material default, and (iv) the requested payment does not exceed unreimbursed Eligible Project Costs.
- (b) The 160 New Positions counted toward the Payment Conditions must be bona fide positions created for ongoing operations at the Property. Temporary construction labor and positions created or transferred solely to qualify for an Annual Payment do not count. At the Agency's request, the Company shall demonstrate that the New Positions were staffed for at least two consecutive months or another reasonable measurement period approved by the Agency.
- (c) The Company shall promptly notify the Agency of any material closure, sale, relocation, or change in use of the Project during the Increment Period. No Annual Payment shall be made for a period during which the Project is not operated for the additional or expanded production line.

7. Payment of Taxes; Assessment Appeals. During the term of this Agreement, the Company and its successors shall pay, before delinquency, all undisputed real property taxes, personal property taxes, privilege taxes, and assessments attributable to the Property and Project. The

Company may contest any tax or assessment in good faith, provided it complies with applicable payment, protest, bonding, or escrow requirements and gives the Agency prompt written notice of any contest that could materially affect Property Tax Increment.

8. Delinquent Taxes and Political Subdivision Liens. To the fullest extent authorized by the Act, the Agency may, directly or through Weber County, use any amount that would otherwise be payable to the Company under this Agreement to pay or satisfy the Company's delinquent property tax or privilege tax or to resolve a political subdivision lien against the Company. Any amount so applied shall be deemed paid to the Company and shall count toward the Maximum Reimbursement Amount.

9. Source of Payment; No Agency or City Debt. All Annual Payments are payable solely from Property Tax Increment actually received by the Agency and lawfully available for this purpose. No payment is a general obligation or debt of the Agency or the City, and no payment is secured by or payable from any tax, revenue, fund, or asset other than Property Tax Increment. Nothing in this Agreement creates a debt or liability within the meaning of any constitutional or statutory debt limitation, and the Company waives any claim to the contrary.

10. Reduction or Elimination of Property Tax Increment. The Company assumes the risk of any change in law, court decision, administrative action, taxing entity action, valuation adjustment, collection failure, Project Area amendment, or other event that reduces, delays, or eliminates Property Tax Increment. The Agency's obligations shall be reduced, delayed, or eliminated to the same extent. The Agency is not required to challenge any such event, but may reasonably cooperate with the Company, at no out-of-pocket cost to the Agency, in a lawful challenge pursued by the Company. Notwithstanding any change in law, the Company specifically reserves and does not waive any right it may have to challenge, at the Company's sole cost and expense, the constitutionality of any law change that would reduce or eliminate the Annual Payment to the Company and nothing herein shall be construed as an estoppel, waiver, or consent to reduce or eliminate payment of the Annual Payment to the Company.

11. Representations and Warranties.

- (a) **By the Company.** The Company represents and warrants that: (i) it is duly organized and authorized to enter into this Agreement; (ii) the person signing has authority to bind the Company; (iii) the Company's execution and performance do not violate any binding agreement known to the Company; (iv) all information submitted to the Agency in connection with this Agreement is true and complete in all material respects; and (v) the Company has not relied on any promise of payment except as expressly stated in this Agreement.
- (b) **By the Agency.** The Agency represents and warrants that, upon approval by the Agency Board, it has authority to enter into this Agreement and that the person signing on behalf of the Agency is authorized to do so. The Agency does not warrant the amount or duration of Property Tax Increment.

12. Default and Remedies.

- (a) **Notice and Cure.** Except for fraud, intentional misrepresentation, or a payment that exceeds the Maximum Reimbursement Amount, a Party claiming material breach shall

give written notice describing the breach in reasonable detail. The breaching Party shall have thirty (30) days to cure, or, if the breach cannot reasonably be cured within thirty (30) days, such additional time as is reasonably necessary if cure begins within the initial period and is diligently pursued.

- (b) **Agency Remedies.** If the Company commits an uncured material breach, the Agency may suspend or terminate future Annual Payments, offset amounts owed to the Agency, or seek specific performance or declaratory relief, but such breach shall not give rise to any other right or remedy in favor of the Agency. The Agency shall have no right under this Agreement to compel the Company to install improvements or otherwise develop the Project. If the Company intentionally provides materially false, misleading, or incomplete information concerning the Project, the production line expansion, New Positions, taxes, or Eligible Project Costs, the Company shall immediately forfeit all rights to future Annual Payments and shall repay all Annual Payments obtained through the false, misleading, or incomplete information within thirty (30) days after demand.
- (c) **Company Remedies.** If the Agency materially breaches an existing payment obligation after all conditions have been satisfied, the Company may seek specific performance or declaratory relief, but may not recover consequential, special, indirect, exemplary, or punitive damages.
- (d) **No Consequential Damages.** Neither Party shall be liable to the other for consequential, special, incidental, indirect, exemplary, or punitive damages arising from this Agreement.

13. Term and Termination. This Agreement begins on the Effective Date and, unless earlier terminated, expires after (a) expiration of the Increment Period, (b) payment or application of the Maximum Reimbursement Amount, and (c) completion of all surviving obligations. Notwithstanding the foregoing, the Agency's obligation to make the final Annual Payment shall survive expiration or termination of this Agreement if such payment falls due after the expiration or termination date. Sections concerning audits, repayment, indemnification, taxes, dispute remedies, and other provisions that by their nature should survive shall survive expiration or termination.

14. Assignment; Transfers.

- (a) The Company may not assign this Agreement or its right to receive Annual Payments without the Agency's prior written consent, which may be granted or withheld in the Agency's reasonable discretion. Any assignment must be in writing, signed by the Company, and must include specific details regarding the right or amount of reimbursement transferred. Any approved assignee shall execute an assumption agreement in a form reasonably acceptable to the Agency. In the event of a transfer of any reimbursement or payment right under this Agreement, both the assignor and the assignee must provide written notice to the Agency in accordance with Section 17. An assignment does not release the Company unless the Agency expressly agrees in writing.
- (b) The Company may collaterally assign its right to receive Annual Payments to a bona fide lender financing the Project after giving written notice to the Agency, but the lender acquires no greater rights than the Company and remains subject to all conditions, defenses, offsets, caps, and termination provisions in this Agreement.

- (c) No sale, transfer, or assignment of the Property, Project, or reimbursement rights under this Agreement binds or obligates the Agency unless the Agency consents in writing to such transfer, which consent shall not be unreasonably withheld, and the transferee or successor assumes all of the Company's obligations under this Agreement in a written instrument acceptable to the Agency.

15. Indemnification. To the extent permitted by law, the Company shall indemnify, defend, and hold harmless the Agency and the City, and their respective officers, board members, employees, agents, consultants, and contractors, from claims, losses, damages, liabilities, costs, and reasonable attorneys' fees arising from the Company's development, construction, ownership, operation, or maintenance of the Project or from the acts or omissions of the Company and its agents, except to the extent caused by the negligence, willful misconduct, or breach of this Agreement by an indemnified party.

16. No Interest. No interest shall accrue or be payable on any Annual Payment, reimbursement, offset, refund, or other amount due under this Agreement.

17. Notices.

All notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, or by certified United States mail, return receipt requested, to the addresses below. Notice is effective upon personal delivery, one (1) business day after deposit with an overnight courier, or three (3) business days after mailing. A Party may change its notice address by written notice.

If to the Company: Rise Baking Company, LLC [Address] [City, State ZIP] Attn: [Name/Title] With a copy to: Holland & Hart LLP Attn: Michael Hutchings 222 S. Main Street Suite 2200 Salt Lake City, Utah 84101	If to the Agency: Pleasant View City Redevelopment Agency 520 W Elberta Drive Pleasant View, UT 84414 Attn: Executive Director
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18. Amendments; Waiver. This Agreement may be amended only by a written instrument authorized and signed by both Parties. A waiver is effective only if written and applies only to the specific matter waived. A delay or failure to exercise a right is not a waiver.

19. Governing Law and Venue. Utah law governs this Agreement. Any action arising from this Agreement shall be brought in a state or federal court with jurisdiction in Weber County, Utah, and each Party consents to that venue and jurisdiction.

20. Entire Agreement; Order of Precedence. The Recitals and Exhibits are incorporated into this Agreement. This Agreement constitutes the entire agreement between the Parties concerning

the subject matter and supersedes prior oral or written understandings concerning the requested reimbursement. In the event of a conflict, the body of this Agreement controls over an Exhibit, and applicable law, the Project Area budget, and the Interlocal Agreements control over this Agreement.

21. Further Assurances. Each Party shall reasonably cooperate, execute additional documents, and provide additional information necessary to carry out this Agreement, provided no additional document materially increases a Party's obligations without that Party's written consent.

22. No Third-Party Beneficiaries. Except for the City solely with respect to rights expressly granted to it under the indemnification provision, this Agreement is for the exclusive benefit of the Parties and creates no right in any other person or entity, including any taxing entity or lender.

23. No Personal Liability. No officer, board member, employee, agent, or consultant of the Agency, the City, or the Company shall be personally liable under this Agreement or for any amount that may become due under it.

24. Independent Parties. The Parties are independent contracting parties. This Agreement does not create a partnership, joint venture, fiduciary relationship, agency, or employment relationship, and neither Party may bind the other except as expressly stated.

25. Severability. If a court of competent jurisdiction holds any provision invalid or unenforceable, the remaining provisions remain effective unless the invalid provision materially defeats the Agreement's purpose. An invalid provision shall be enforced to the maximum extent permitted by law.

26. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one instrument. Electronic and PDF signatures shall be treated as originals to the extent permitted by law.

27. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than the payment of money) to the extent such delay or failure is caused by circumstances beyond the Party's reasonable control, including acts of God, natural disasters, war, terrorism, riots, civil unrest, labor disputes, government actions, epidemics, pandemics, fire, flood, earthquake, or interruption of essential utilities or transportation. A Party claiming force majeure shall promptly notify the other Party in writing and shall use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Tax Increment Participation Agreement effective as of the Effective Date.

COMPANY:

RISE BAKING COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

AGENCY:

PLEASANT VIEW CITY
REDEVELOPMENT AGENCY,
a Utah political subdivision

By: _____

Name: _____

Title: Executive Director

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Agency Legal Counsel

EXHIBIT A
PROPERTY DESCRIPTION

Street Address: 1400 West 2700 North, Pleasant View, Utah

Weber County Parcel No.: 19-501-0001

Legal Description:

ALL OF LOT 1, NEW MOUNTAIN SUBDIVISION, PLEASANT VIEW CITY, WEBER COUNTY, UTAH

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF QUESTAR SUBDIVISION FIRST AMENDMENT, RECORDED AS ENTRY NO. 2532375 IN THE WEBER COUNTY RECORDER'S OFFICE AND THE NORTH RIGHT-OF-WAY LINE OF 2700 NORTH STREET LOCATED 2332.27 FEET NORTH 89°34'13" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND 55.05 FEET NORTH 00°39'40" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 25;

RUNNING THENCE NORTH 00°39'40" EAST 282.01 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF LOT 2, PV CSTORE SUBDIVISION, RECORDED AS ENTRY NO. 2948359; THENCE NORTH 89°53'58" WEST 282.79 FEET (282.92 FEET BY RECORD) TO THE EASTERLY RIGHT-OF-WAY LINE OF RULON WHITE BOULEVARD, BEING A POINT ON THE BOUNDARY OF RULON WHITE BUSINESS PARK SUBDIVISION, RECORDED AS ENTRY NO. 3158815; THENCE ALONG THE BOUNDARY OF SAID RULON WHITE BUSINESS PARK SUBDIVISION THE FOLLOWING FOUR (4) COURSES: (1) NORTHERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 696.50 FOOT RADIUS CURVE, A DISTANCE OF 50.53 FEET, CHORD BEARS NORTH 17°52'51" EAST 50.52 FEET, HAVING A CENTRAL ANGLE OF 04°09'25" ALONG SAID EASTERLY RIGHT-OF-WAY LINE; (2) NORTHERLY ON A REVERSE TANGENT CURVE TO THE LEFT OF A 803.50 FOOT RADIUS CURVE, A DISTANCE OF 270.60 FEET, CHORD BEARS NORTH 10°18'41" EAST 269.32 FEET, HAVING A CENTRAL ANGLE OF 19°17'45" ALONG SAID EASTERLY RIGHT-OF-WAY LINE; (3) NORTH 00°39'48" EAST 190.29 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; AND (4) NORTH 63°53'15" EAST 793.35 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE SOUTH 25°54'13" EAST 1223.46 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF UDOT PROPERTY, TAX ID NO. 19-016-0124; THENCE ALONG THE BOUNDARY OF SAID UDOT PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 64°06'18" WEST 10.00 FEET; AND (2) SOUTH 25°54'13" EAST 42.21 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES: (1) NORTH 89°34'05" WEST 220.35 FEET; (2) NORTH 52°41'47" WEST 50.00 FEET; (3) NORTH 89°34'05" WEST 40.95 FEET; (4) SOUTH 53°53'50" WEST 50.39 FEET; (5) NORTH 89°34'05" WEST 258.75 FEET; (6) NORTH 48°45'15" WEST 53.34 FEET; (7) NORTH 89°42'31" WEST 40.49 FEET; (8) SOUTH 49°20'28" WEST 52.89 FEET; AND (9) NORTH 89°34'05" WEST 321.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.64 ACRES.

EXHIBIT B
FORM OF ANNUAL COMPLIANCE CERTIFICATE

The undersigned, as an authorized representative of Rise Baking Company, LLC (the "Company"), submits this Annual Compliance Certificate under the Tax Increment Participation Agreement between the Company and the Pleasant View City Redevelopment Agency (the "Agreement"). Capitalized terms not defined in this Certificate have the meanings in the Agreement.

1. The Project continues to be operated at the Property for an additional or expanded production line.
2. All real property taxes, personal property taxes, privilege taxes, and assessments attributable to the Property and Project that are due and payable are current, except any amounts being contested in good faith in accordance with Section 7 of the Agreement.
3. The Company is not in uncured material default under the Agreement.
4. The Company continues to satisfy the Payment Conditions set forth in Section 3(a) of the Agreement.
5. The amount requested for the applicable tax year does not exceed unreimbursed Eligible Project Costs. The Company has incurred at least \$[REDACTED] in cumulative Eligible Project Costs, of which \$[REDACTED] remains unreimbursed.

The Company requests the Annual Payment for the applicable tax year in accordance with Section 4(e) of the Agreement. The undersigned certifies, after reasonable inquiry, that the statements in this Certificate are true and correct in all material respects as of the date hereof.

RISE BAKING COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
FORM OF FIRST PAYMENT CERTIFICATE

The undersigned, as an authorized representative of Rise Baking Company, LLC (the "Company"), submits this First Payment Certificate under the Tax Increment Participation Agreement between the Company and the Pleasant View City Redevelopment Agency (the "Agreement"). Capitalized terms not defined in this Certificate have the meanings in the Agreement.

1. The approximately 116,000-square-foot expansion has been completed and all certificates of occupancy or other approvals required for lawful occupancy and operation have been issued. Copies are attached.
2. The expansion has been equipped and placed into operation for the following additional or expanded production line: **[DESCRIBE PRODUCTION LINE AND DATE OPERATIONS COMMENCED]**.
3. The Baseline Staffing Date is **[DATE]**. Baseline Staffing was **[NUMBER]** full-time equivalent positions at the Property.
4. As of **[MEASUREMENT DATE]**, staffing at the Property was **[NUMBER]** full-time equivalent positions, representing approximately 160 New Positions above Baseline Staffing.
5. Attached are staffing records, internal workforce reports, or other records supporting the position count.
6. All real property taxes, personal property taxes, privilege taxes, and assessments attributable to the Property and Project that are due and payable are current, except the following items being contested in good faith: **[NONE OR DESCRIBE]**.
7. The Company is not in uncured material default under the Agreement.
8. The Company has incurred at least \$**[AMOUNT]** in unreimbursed Eligible Project Costs, supported by the attached cost schedule and records.

The undersigned certifies, after reasonable inquiry, that the statements in this Certificate and the attached documentation are true, correct, and complete in all material respects.

RISE BAKING COMPANY, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D
Project Description

Final approved plans/specifications or a site plan to be attached here before execution.

WHEN RECORDED RETURN TO:

City Recorder
Pleasant View City
520 W. Elberta Dr.
Pleasant View, Utah 84414

**MASTER DEVELOPMENT AGREEMENT
FOR
PARAMOUNT VIEW ESTATES**

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into on this _____ day of _____, 2026 (“**Effective Date**”), by STOUT DEVELOPMENT GROUP, LLC, a Utah limited liability company (“**Developer**”) and Pleasant View City, a political subdivision of the State of Utah (“**City**”). City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

RECITALS

A. Developer owns certain property located in Pleasant View City, Weber County, Utah, legally described on the attached and incorporated Exhibit 1 (“**Property**”), and known by Weber County Tax ID number(s): [INSERT TAX IDs] and commonly referred to as Paramount View Estates (the development of the Property under this Agreement, the “**Project**”).

B. The Parties desire to establish grading, slope calculation methodology, buildable pad standards, drainage design, geotechnical reporting, vegetation preservation, lot configuration, fire safety requirements, and other related development standards unique to the Property. Only those City Code requirements expressly and specifically modified by this Agreement are modified; all other applicable City ordinances, standards, specifications, and lawful requirements remain in full force and effect.

C. No developer-constructed retaining walls are present on the approved mass grading plan for the Property. The grading design has been engineered to accommodate the natural terrain through sloped buildable pads. Individual lot owners or builders may construct retaining walls on specific lots in the future subject to the requirements of Section 3.5 of this Agreement.

D. The average slope of the Property prior to any grading, calculated under Section 17.18.050(1) of the Pleasant View City Code using a contour map at intervals of [2] feet, is [17.4985] percent.

E. The Pleasant View City Planning Commission reviewed this Agreement at a public hearing held on [October 1, 2026] and forwarded a recommendation to the City Council. The City Council

approved this Agreement by [Ordinance/Resolution] No. [_____] on [_____], 2026, following the procedures required by Utah Code §§ 10-20-502 and 10-20-508, as applicable.

The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this Agreement, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation.

1.1. The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2. Whenever in this Agreement:

1.2.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed where an objective administrative approval is contemplated; provided, however, that nothing in this Agreement limits the City Council's legislative discretion, the lawful discretion of any land use authority, or the City's police power, enforcement authority, or obligation to protect public health and safety;

1.2.2. there is a reference to "days," such reference shall be deemed to be to "calendar days" unless the phrase "business days" is expressly stated;

1.2.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.2.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Slope Special Standards and Alternative Compliance.

2.1. Slope Code Background. Pleasant View City Code Section 17.18.050 imposes density reductions, impervious surface limits, a requirement that each lot contain a building area with a slope of less than fifteen percent (15%), a prohibition on development of slopes greater than thirty percent (30%), and additional design standards on subdivisions where

the average site slope exceeds fifteen percent (15%), calculated using the formula: $S = .00229 (I)(L)/A$. The purpose of these provisions is to ensure that development on steep terrain does not create drainage, erosion, structural stability, or safety impacts to neighboring properties, public infrastructure, or the community at large.

2.2. Slope Narrative. The Property contains terrain with slopes exceeding fifteen percent (15%). Because the Property will be developed as a coordinated subdivision with engineered grading and drainage systems constructed at the time of development, the risks typically associated with individual lot grading on steep terrain can be mitigated through subdivision-wide engineering controls. The City is authorized to enter into this Agreement under Utah Code § 10-20-508.

2.3. Findings Supporting Alternative Compliance. The City finds that the alternative compliance measures described in this Agreement satisfy the intent of Section 17.18.050 for the following reasons:

- a. The Property will be developed through coordinated subdivision grading rather than individual lot grading by future homeowners.
- b. Engineered drainage facilities will direct stormwater runoff in a controlled manner.
- c. Sloped buildable pads designed to accommodate the natural terrain eliminate the need for developer-constructed subdivision-wide retaining walls, reducing grading impacts between lots.
- d. Geotechnical engineering oversight will ensure slope stability and foundation safety.
- e. These improvements collectively are intended to protect against potential impacts to adjacent properties and city infrastructure and services, the purpose stated in Section 17.18.050, in place of the density reduction required by Section 17.18.050(2)(a).

3. **Development Standards.**

3.1. General Standards: Development standards shall conform to the underlying zoning district and all applicable City ordinances in effect on the Vesting Date (as defined in Section 3.12), except as expressly modified by this Agreement.

3.2. Density: The minimum lot size shall be 20,000 square feet consistent with the RE-20 zone. Notwithstanding the density limitations of Pleasant View City Code Section 17.18.050(2)(a), the Project may be developed with eighteen (18) single-family residential lots on approximately 11.53 acres, as shown on the preliminary subdivision plat for Paramount View Estates approved by the City on [____], 2026, as that plat may be amended in accordance with applicable law and the City Code, provided that each lot satisfies the buildable pad and lot grading standards of Section 3.4.3. ~~CITY NOTE: VERIFY PROJECT ACREAGE; EXHIBIT 1 CURRENTLY STATES 11.24 ACRES~~

3.3. Phased Development:

3.3.1. The Project shall be developed and constructed in one or more phases as generally determined by the Developer. The exact size, boundaries, and sequencing of each phase may be adjusted by the Developer, subject to review and approval by the City as part of the subdivision and site plan approval processes for each respective phase.

3.3.2. All public improvements required to serve each phase shall be constructed and completed in accordance with applicable City standards prior to the recording of the final plat for that phase, unless Developer provides an improvement completion assurance authorized by Utah Code § 10-20-807 and applicable City ordinance. Any assurance shall be in a form permitted by law and in the required amount. No inspection, partial acceptance, plat recordation, permit issuance, or other City action constitutes final acceptance of an improvement unless the City expressly accepts the improvement in accordance with applicable law and City standards.

3.3.3. Developer shall submit applications for Preliminary Subdivision and, subsequently, Final Subdivision for each phase. Design and construction of public improvements shall be per the Pleasant View City Development, Design, and Construction Standards, ~~current edition at the time of each phase's Preliminary Subdivision application~~ in effect on the Vesting Date, as defined in Section 3.12 below.

3.3.4. The City agrees to consider appropriate approval extensions as requested by the Developer, consistent with Section 7.1 of this Agreement.

3.4. Slope Special Requirements: The standards and methodology set forth in this Section 3.4 constitute negotiated alternative compliance with the specifically identified requirements of City Code Section 17.18.050 and govern development of the Property in place of any conflicting or duplicative provisions of the City Code relating to slope calculation and hillside or sloped-area development. This Agreement modifies Section 17.18.050 only to the extent expressly stated herein and does not waive or supersede generally applicable requirements concerning public health and safety, drainage, erosion control, geotechnical stability, building or fire safety, public improvements, or other requirements not expressly modified and governs development of the Property in place of any conflicting or duplicative provisions of the City Code relating to slope calculation and hillside or sloped-area development. The City may require reasonable engineering conditions supported by the record and authorized by applicable law to protect adjacent property, public infrastructure, and public health and safety. The following requirements shall apply:

3.4.1. Developer shall submit a color-coded, CAD-produced "heat map" for each phase of the Project based on topography derived from pre-development contour mapping with contour intervals not exceeding ten (10) feet. The heat map shall categorize slope areas as follows:

- a. Slopes up to and including 15%
- b. Slopes greater than 15% and up to and including 20%

- c. Slopes greater than 20% and up to and including 25%
- d. Slopes greater than 25% and up to and including 30%
- e. Slopes greater than 30%
- f. Rock outcroppings

The CAD files and associated mapping shall be provided to the City for review.

3.4.2. Mass Grading Plan Submittal: With the improvement plan submittal for each phase, Developer shall provide a detailed mass grading plan which shall include:

- a. Existing and proposed contours;
- b. Identification of areas receiving fill depths greater than four (4) feet within buildable areas, with a corresponding note on the final plat identifying any lots containing fill greater than four (4) feet;
- c. Creation of a continuous buildable area of at least 7,500 square feet on each lot, with a minimum buildable area width of fifty (50) feet. Buildable areas shall exclude rock outcrops, required setbacks, and easement areas (see Subsection 3.4.3 for additional grading requirements);
- d. Identification of any Developer-constructed retaining walls necessary to establish buildable areas for the lots;
- e. Approximate building pad elevations, including cuts, fills, drainage swales, slopes, drainage easements, and other design elements that ensure safe access and reasonable development of each lot; and
- f. Clear identification of the proposed grading design for each lot to ensure that stormwater runoff is directed to fronting or intersecting roadways and managed in a manner that prevents adverse impacts to adjacent or neighboring properties.

The CAD files and mass grading plans shall be submitted to the City for review as part of each phase's improvement plans.

3.4.3. Buildable Pad and Lot Grading Standards: The following standards shall apply to all lots based on the finished grades shown on the approved mass grading plan (excluding grade changes resulting from retaining walls):

- a. Each lot shall include a buildable pad of not less than 7,500 square feet and at least 50 feet in width, as defined in this Agreement.
- b. The maximum slope within the buildable pad shall not exceed 25%.
- c. The maximum slope outside of the buildable pad shall not exceed 33%.
- d. A reasonably direct path from the back of sidewalk to the buildable pad shall not exceed 12% slope to ensure safe and practical access to the building pad. Where existing terrain makes strict compliance impracticable, steeper access paths are

subject to review and approval by the City Engineer and shall require an engineered driveway design.

e. Prior to issuance of a building permit for any dwelling, the applicant shall submit to the City a detailed site grading and drainage plan for review and approval. The plan shall demonstrate compliance with the approved mass grading plan and the standards set forth in this Agreement and shall conform to the submittal requirements outlined in Exhibit 2.

3.5. Retaining Walls: The approved mass grading plan for the Project has been designed to eliminate the need for developer-constructed subdivision-wide retaining walls. The following standards shall also govern any retaining walls constructed by individual lot owners or builders on specific lots within the Project:

3.5.1. All retaining walls shall be designed, permitted, and constructed by the applicable lot owner or builder in accordance with current applicable codes and standards. Wall design shall be reviewed and approved by the City Engineer as part of the building permit process. Building permits are required for all walls over four (4) feet in height, as measured from the toe of footing to the top of wall.

3.5.2. Retaining walls that incorporate drainage systems or that are located along shared property lines between lots shall be considered private improvements. The owner or builder constructing such a wall shall ensure that long-term ownership and maintenance responsibilities are clearly defined through a recorded supplement to the Private Drainage and Retaining Wall Maintenance Agreement (Exhibit 3 to this Agreement), executed as provided in Section 4(b) of that agreement, to be recorded prior to or concurrently with the certificate of occupancy for any structure served by such wall. Said supplement shall establish private easements, access rights, and maintenance obligations for all affected lots, ensuring that stormwater drainage collected or conveyed by the walls and subdrains is properly maintained in perpetuity. The City shall not be responsible for maintenance, repair, or replacement of any private retaining wall or related drainage improvements located outside the public right-of-way. Developer shall record the Private Drainage and Retaining Wall Maintenance Agreement concurrently with or prior to the first final subdivision plat for the Project.

3.5.3. No retaining wall shall be constructed that diverts stormwater drainage onto an adjacent lot or public property without written approval of the affected property owners and the City Engineer.

3.6. Fire Safety and Emergency Access: The Project shall comply with applicable fire safety and emergency vehicle access requirements, including but not limited to the design and location of fire hydrants, road surfacing, driveway grades, lengths, and widths, turnarounds, and building separation distances, as determined by the Fire Marshal, Building Official, and City Engineer during the subdivision and building permit review processes, as applicable.

3.7. Spark Arresters: All indoor and outdoor fireplaces shall be equipped with spark arresters installed in accordance with applicable building and fire codes.

3.8. Vegetation Preservation and Re-Vegetation: Existing vegetation shall be preserved to the maximum extent practicable consistent with approved grading and development plans. Prior to mass grading, the Developer shall submit a map identifying anticipated disturbance areas. All disturbed areas shall be re-vegetated within sixty (60) days of final grading completion per phase, or by the end of the next planting season if final grading is completed outside the planting season, or as otherwise approved by the City Engineer, in accordance with a City-approved re-vegetation plan. Rock outcroppings shall be avoided.

3.9. Geotechnical Report Requirements: For any lot containing fill or cut depths exceeding four (4) feet, as identified on the approved mass grading plans, a plat note shall be added to the applicable final subdivision plat requiring submission of a site-specific geotechnical evaluation at or before building permit application for any structure proposed on the affected lot. The supplemental evaluation shall be prepared and stamped by a qualified geotechnical engineer and shall address suitability of subsurface conditions, slope stability, settlement, drainage, and foundation recommendations applicable to the proposed construction. Affected lots shall be identified on the plat with an "R" designation and reference to the applicable plat note. Developer, each builder, and each lot owner remain responsible for site conditions and compliance with the recommendations of their design professionals. City review, inspection, approval, or issuance of a permit does not constitute a representation or warranty concerning geotechnical conditions, design adequacy, or construction performance.

3.10. Lot Configuration Standards:

3.10.1. Lot Width: Lot width shall be measured parallel to the street right-of-way at the required front yard building setback line.

3.10.2. Cul-de-Sac Lot Lines: For cul-de-sac or non-rectangular lots with more than four (4) lot lines, the front lot line shall be the property line abutting the street right-of-way. The two lot lines extending from the front lot line shall be designated as side lot lines. All other lot lines shall be considered rear lot lines and subject to the applicable rear yard setbacks.

3.10.3. Three (3) Sided Lots: Lots with only three (3) sides shall be avoided to the extent practical. Should a three (3) sided lot be proposed, Developer and City shall work together to determine which property line shall be considered the side lot line and which shall be considered the rear line. Such determination shall be notated on the final plat.

3.10.4. Radial Side Lot Lines: Side lot lines shall, to the extent practicable, be designed to be radial (perpendicular) to the street right-of-way at the point of intersection, unless otherwise approved by the City Engineer to accommodate topography or other design constraints.

3.11. Street Grades: [Section 17.18.020 of the City Code limits collector and minor public streets to twelve percent (12%) and major public streets to eight percent (8%). If every segment complies, delete this Section 3.11. If any segment exceeds the applicable limit, provide the street name, station range, segment length, proposed grade, and whether the Fire Marshal has reviewed the segment.] Public streets within the Project shall be designed in accordance with Section 17.18.020 of the City Code, except that [street name

and station range may be constructed at a grade not exceeding [] percent, subject to such design measures as the City Engineer and Fire Marshal require during improvement plan review.

3.12. Vested Rights: Subject to Utah law, Developer may develop the Project as eighteen (18) single-family residential lots in accordance with this Agreement and those vested rights, if any, established under applicable law and City Code as of April 6, 2026[], 2026 (the "Vesting Date"). ~~[CONFIRM VESTING DATE AND BASIS.]~~ The Project shall be subject to amendments to the City Code adopted after the Vesting Date only if (a) Developer consents in writing, (b) the amendment adopts a building, fire, or other code the City is required by state law to enforce, (c) the amendment concerns generally applicable fees or taxes, or (d) the amendment is required to be applied to a vested application by Utah Code Section 10-20-902 or other controlling Utah law. Nothing in this Agreement limits the City's authority to enact future land use regulations or exercise any authority that Utah law prohibits a development agreement from limiting. The applicability of any subsequently enacted regulation to the Project shall be determined under then-applicable Utah law, including laws concerning mandatory state or federal requirements, building and fire codes, generally applicable fees and taxes, and compelling countervailing public interests.

3.13. Conflicts with City Code: ~~This Agreement controls over the City Code only with respect to an express, specific, and lawful modification stated in this Agreement. No conflict shall be implied. Matters not expressly modified by this Agreement remain governed by applicable City ordinances, standards, specifications, and other law. Nothing in this Agreement waives the City's police power, enforcement authority, or authority to enact future land use regulations, and the applicability of future regulations shall be determined under applicable Utah law.~~ To the extent this Agreement conflicts with the City Code, this Agreement governs the development and use of the Property. Any matter not addressed by this Agreement is governed by the City Code in effect on the Vesting Date, subject to Section 3.12. Nothing in this Agreement waives the City's police power, enforcement authority, or authority to enact future land use regulations, and the applicability of future regulations shall be determined under applicable Utah law.

3.14. City Review; No Warranty or Assumption of Responsibility. Any review, approval, inspection, comment, acceptance, permit, certificate, or other action by the City is for municipal regulatory purposes only and does not constitute a warranty or representation by the City regarding engineering, design, construction, drainage, slope stability, geotechnical conditions, private improvements, or suitability of the Property for any particular purpose. Developer remains solely responsible for the acts and omissions of Developer and its engineers, contractors, consultants, agents, successors, and assigns, except to the extent otherwise required by law.

4. **Property Dedication.**

4.1. Stormwater Detention Parcel: As part of the Project, Developer shall create a stormwater detention basin together with legally sufficient access thereto, currently depicted as Parcel A on the preliminary plat of Paramount View Estates. Developer shall dedicate the parcel containing the detention basin and required access to the City by final

plat or other instrument approved by the City. The City shall have no ownership, maintenance, or operational obligation unless and until the improvements have been completed, inspected, and formally accepted by the City in accordance with applicable law and City standards. Acceptance shall not waive any applicable warranty, completion assurance, latent-defect claim, or Developer obligation.

4.2. Timing of Dedication: The property dedication described in this Section 4 shall be completed at the time of recordation of the final subdivision plat for the phase in which Parcel A is located.

4.3. Reversion: No dedicated property shall automatically revert to Developer. If the Project is abandoned before completion, Developer may request that the City consider reconveyance of Parcel A. Any reconveyance shall be subject to: (a) a determination by the City Council that the parcel is no longer needed for a public, drainage, access, utility, or other municipal purpose; (b) compliance with all then-applicable laws governing disposition of municipal property; (c) satisfaction or protection of all drainage, access, utility, and third-party rights; (d) reimbursement to the City of reasonable costs associated with the dedication, ownership, maintenance, review, and reconveyance; and (e) approval and execution of appropriate conveyance documents by the City. Nothing in this Section obligates the City to reconvey property when continued public ownership is reasonably necessary.

4.4. Canal Access: the parties will cooperate in good faith after approval to make the canal-trail-access and public-parking areas available, to be memorialized in a separate agreement, and approval is not conditioned on and shall not be delayed by that separate agreement.

5. **Default.**

5.1. Events of Default. A "Default" occurs when a Party materially fails to perform an obligation expressly imposed on that Party by this Agreement. Without limiting the foregoing, Developer Default includes material failure to construct or maintain required improvements, maintain required assurances or insurance, comply with approved plans or recorded obligations, cure unsafe or unlawful conditions caused by Developer or its contractors, or perform an obligation assumed by Developer under this Agreement.

5.2. Notice and Cure. Except as provided in Section 5.3, the non-defaulting Party shall provide written notice describing the claimed Default with reasonable specificity. A monetary Default shall be cured within ten (10) days after notice. A non-monetary Default shall be cured within thirty (30) days after notice; provided that if the Default cannot reasonably be cured within thirty (30) days, the cure period may be extended only if the defaulting Party commences cure within the initial period, diligently and continuously pursues cure, and provides a written cure schedule reasonably acceptable to the non-defaulting Party.

5.3. Immediate City Action. No notice or cure period restricts the City's authority to issue a stop-work order, withhold an inspection or certificate of occupancy, abate an immediate threat, enforce building or fire requirements, protect public infrastructure, draw upon an improvement assurance when authorized by law, or take other action authorized by law where necessary to address an imminent threat to health or safety, unauthorized work, failure of required security, or a condition requiring immediate action. Such action does not waive any other remedy.

5.4. City Remedies. Upon an uncured Developer Default, and in addition to any remedy otherwise available under law, the City may, to the extent authorized by applicable law and reasonably related to the Default: (a) withhold, suspend, or condition further approvals, inspections, permits, plat recordation, or certificates for the affected portion of the Project; (b) issue stop-work or corrective-action orders; (c) draw upon or enforce applicable completion or warranty assurances; (d) require specific performance or seek injunctive or declaratory relief; (e) recover reasonable third-party costs incurred to investigate, correct, or remedy the Default when recoverable by law or this Agreement; (f) terminate or suspend rights under this Agreement in accordance with Section 7.11; and (g) pursue any other cumulative legal or equitable remedy. Exercise of one remedy does not preclude another. Notwithstanding the foregoing, the City shall not withhold, suspend, condition, or delay recordation of a final plat, issuance of a permit, or issuance of a certificate for any portion of the Project that is not itself the subject of the uncured Default.

5.5. Developer Remedies. If the City materially defaults under an express contractual obligation of this Agreement and fails to cure as provided herein, Developer may pursue those remedies available under applicable law. Nothing in this Agreement creates a damages remedy, waives any notice-of-claim requirement, expands municipal liability, or waives any defense, limitation, immunity, or protection available to the City under the Governmental Immunity Act of Utah or other law. Nothing in this Agreement shall create, expand, or modify any administrative appeal, judicial review, cause of action, remedy, standard of review, damages remedy, or other right available to Developer beyond those expressly available under applicable law, including the Utah Municipal Land Use, Development, and Management Act ("LUDMA"), Utah Code Title 10, Chapter 20. To the extent a dispute concerns a land use decision, Developer shall exhaust all administrative remedies required by LUDMA and applicable City ordinance before seeking judicial review. Any judicial challenge to a land use decision shall be governed by the procedures, deadlines, standards of review, and remedies provided by LUDMA. Nothing in this Agreement shall be construed to authorize a court to award relief against the City that would not otherwise be available under LUDMA or other applicable Utah law.

5.6. Attorneys' Fees. In an action to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs to the extent permitted by law. Nothing in this Section waives governmental immunity or creates liability not otherwise authorized by law.

5.7. Council Review of Termination. Developer shall be afforded the opportunity described in Section 7.11 before the City Council terminates this Agreement for Default. That opportunity is not a prerequisite to administrative enforcement, emergency action, permit

or inspection decisions, enforcement of improvement assurances, or other remedies that applicable law authorizes City staff or another land use authority to take.

5.8. Indemnification. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from third-party claims, demands, damages, losses, liens, liabilities, judgments, and reasonable attorneys' fees arising out of or relating to Developer's or its contractors', consultants', agents', successors', or assigns' design, construction, grading, drainage, site conditions, private improvements, or performance of this Agreement, except to the extent caused by the City's own negligence or willful misconduct. This obligation survives completion, assignment, expiration, and termination to the extent the claim arises from acts or omissions occurring while Developer or its responsible party controlled the applicable work.

5.9. Insurance. Developer shall maintain, and shall require its contractors to maintain, insurance customarily appropriate for the scope of development and construction activities, including commercial general liability and workers' compensation coverage as required by law. Upon reasonable request, Developer shall provide certificates of insurance demonstrating required coverage. The City may require reasonable additional insured, primary/noncontributory, and waiver-of-subrogation provisions for construction activities affecting City property or public improvements, to the extent commercially available and lawful.

5.10. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission authorized by law, be given in writing by certified mail, hand delivery, nationally recognized overnight courier, or email to the following addresses:

For Developer:

Brett Stout
Stout Development Group, LLC
223 S. Buckhorn Bath Ave
Saratoga Springs, UT 84045
brett@stoutcustomhomes.com

For City:

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

6. **Assignability.**

6.1. Developer may assign this Agreement in whole or in part only in accordance with this Section. Any assignment to an unrelated entity requires the City's prior written approval,

which shall not be unreasonably withheld, conditioned, or delayed, and which the City shall grant when the proposed assignee demonstrates sufficient legal, financial, and technical capacity to perform the assigned obligations and executes the assumption required by Section 6.3. . The City may object to a proposed assignment only on the ground that the proposed assignee has not demonstrated such capacity, and any objection shall be in writing and state the basis with reasonable specificity. If the City does not approve or object in writing within twenty (20) business days after Developer submits a complete assignment request, the requested approval is deemed given An assignment to an entity controlled by, controlling, or under common control with Developer may be made upon at least ten (10) days' prior written notice to the City, ~~but does not release Developer from liability. No assignment is deemed approved by lapse of time or City silence.~~

6.2. A partial assignee shall be responsible for each obligation expressly assigned to and assumed by that assignee. Developer remains responsible for all obligations under this Agreement unless and until the City expressly releases Developer from a specified obligation in a written instrument approved by an authorized City representative. No assignment may divide responsibility in a manner that materially impairs construction, maintenance, enforcement, or completion of shared infrastructure or Project-wide obligations.

6.3. As a condition precedent to an assignment, the assignee shall execute a written assumption agreement in a form reasonably acceptable to the City, agreeing to be bound by all assigned provisions of this Agreement and to provide any financial assurance, insurance, contact information, and other documentation reasonably necessary to demonstrate capacity to perform. The assignment and assumption shall be recorded when the assigned obligations run with the land.

6.4. Upon an assignment of all of Developer's rights and obligations under this Agreement to an assignee that demonstrates the capacity described in Section 6.1 and executes and records the assumption required by Section 6.3, Developer is released from all obligations under this Agreement arising after the effective date of the assignment. The City's approval of such a release shall not be unreasonably withheld, conditioned, or delayed—future obligations following an assignment only to the extent the City expressly approves such release in writing. City approval of an assignment, acceptance of performance from an assignee, or failure to object to an assignee's performance does not by itself release Developer or any prior obligor as to obligations arising before the effective date of the assignment.

6.5. The sale or conveyance of one or more lots within a recorded final subdivision plat to a builder or other purchaser is not an assignment requiring City consent. Each lot remains subject to applicable recorded plat notes, covenants, easements, this Agreement to the extent it runs with the land, and applicable law. A lot sale does not transfer or relieve Developer of Project-wide obligations, public-improvement obligations, dedication obligations, warranty obligations, indemnity obligations, or other obligations not expressly assumed by the purchaser and released by the City in writing.

7. General Provisions.

7.1. The term of this Agreement shall be ten (10) years following the Effective Date. If significant progress has been made, as reasonably determined by the City, Developer may request one (1) five (5)-year extension for consideration by the City Council through any process then required by law. Expiration terminates the right to obtain new approvals for unrecorded or undeveloped portions of the Project based solely on this Agreement. Expiration does not invalidate a lawfully recorded final plat or a lawfully issued permit, but all continuing recorded covenants, maintenance duties, warranties, indemnities, payment obligations, and enforcement provisions intended by their nature to survive shall remain enforceable. Each lot included in a final subdivision plat recorded before expiration shall remain subject to, and shall have the benefit of, Sections 3.4, 3.5, 3.9, 3.10, 3.12, and 3.13 and Exhibit 2, notwithstanding expiration of the term.

7.2. This Agreement has been reviewed and revised by legal counsel for the Developer and the City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

7.4. Both Parties understand that legislative action may be subject to referendum or legal challenge. If a referendum or challenge concerning approval of this Agreement results in the approval becoming legally ineffective, Developer may elect to terminate this Agreement by written notice. Termination under this Section does not release obligations accrued before termination, obligations necessary to secure or restore disturbed property, indemnity obligations, or obligations that by their nature survive termination. Neither Party warrants the outcome of a referendum or legal challenge.

7.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law.

7.6. The rights of the City under this Agreement shall not be assigned, but City is authorized to enter into any contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

7.7. This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Weber County, Utah. This Agreement shall run with the land.

7.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7.9. This Agreement is made and entered into for the sole protection and benefit of the Parties, their assigns, and the successor owners of lots within the Property. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

7.10. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

7.11. Termination for Developer Default. If the City elects to consider terminating this Agreement due to an uncured Developer Default, the City shall give written notice of its intent and schedule the matter before the City Council at a duly noticed public meeting. Developer may submit written and oral information concerning the claimed Default and cure. If the City Council determines that an uncured material Default exists and elects to terminate this Agreement, the City shall provide written notice of termination. Termination is prospective and does not release accrued obligations, warranty obligations, indemnities, recorded covenants, or obligations necessary to protect public improvements or health and safety. This termination procedure does not limit or delay any other remedy or enforcement action authorized by Section 5 or applicable law.

7.12. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

7.13. If any provision of this Agreement is held unconstitutional, invalid, or unenforceable by a court of competent jurisdiction or becomes unenforceable because of controlling legislation, the provision shall be severed or limited to the minimum extent necessary, and the remaining lawful provisions shall remain in effect unless the invalid provision is essential to the Agreement's overall consideration. The Parties may negotiate a lawful substitute that reasonably preserves the original purposes of the Agreement without requiring the City to grant rights or approvals prohibited by then-applicable law. Nothing in this Section validates a permit, approval, or development right that controlling law requires to be modified or revoked.

7.14. Force Majeure. Developer shall not be liable for delay in performing a non-monetary obligation, and the applicable performance deadline shall be equitably extended, only to the extent performance is actually prevented by an event beyond Developer's reasonable control and not caused by Developer's negligence or failure to plan. Qualifying events may include acts of God, declared emergencies, governmental embargoes, war, terrorism, or extraordinary natural disasters. Force majeure does not include lack of financing, changes in market conditions, increased interest rates, ordinary labor or material cost increases, or matters that reasonable contingency planning could have avoided. Developer shall give prompt written notice describing the event, the affected obligation, mitigation efforts, and anticipated duration, and shall diligently resume performance. Force majeure does not excuse payment obligations, insurance, indemnity, maintenance of required security, or compliance with emergency health and safety requirements.

7.15. Developer retains ownership of plans, drawings, specifications, designs, and other work product prepared by or for Developer, subject to the rights of the professionals who prepared them. Developer grants the City a perpetual, royalty-free license to retain, copy, review, and use such materials as reasonably necessary for regulatory review, inspection, emergency response, enforcement, operation or maintenance of public improvements, and compliance with public-records obligations. The City assumes no design responsibility by receiving or using such materials for those purposes.

7.16. This Agreement may be modified or amended only by a written instrument executed by authorized representatives of the Parties and approved through any legislative, administrative, public-hearing, or other process required by then-applicable law. Authorized City staff may approve minor administrative adjustments that do not materially alter density, use, public improvements, development standards, vested rights, or the City's obligations, but no informal waiver, course of conduct, staff statement, or failure to enforce shall amend this Agreement or create additional development rights.

7.17. This Agreement, including its Exhibits, constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior negotiations, understandings, and agreements concerning that subject matter.

8. **Exhibits to the Agreement.**

8.1. Exhibit 1 – The Property

8.2. Exhibit 2 – Lot Specific Grading/Drainage Plan Submittal Requirements

8.3. Exhibit 3 – Private Drainage and Retaining Wall Maintenance Agreement

8.4. Exhibit 4 – Preliminary Plat

[Signature Page Follows]

DEVELOPER

Stout Development Group, LLC

By:

Its: Manager

Date:

STATE OF UTAH

:SS.

COUNTY OF WEBER

On the _____ day of _____, 2026 personally appeared before me _____, who being by me duly sworn, did say that he/she is the Manager of Stout Development Group, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed on behalf of said company.

NOTARY PUBLIC

My Commission Expires:

Residing at:

CITY

Pleasant View City

By:

Its: City Mayor

Date:

Attest:

City Recorder

Approved as to form and legality:

City Attorney

Exhibit 1

The Property

Weber County Tax ID(s): **160320008**

Part of the Northwest Quarter of Section 19, Township 7 North, Range 1 West, Salt Lake Base and Meridian, located in Pleasant View City, Weber County, Utah, more particularly described as follows:

Beginning at the Southwest corner of Lot 1, Harris Hills Phase 1 Subdivision (Entry No. 2702273), located North $89^{\circ}43'58''$ West 1,342.10 feet along the Section line and South $0^{\circ}16'02''$ West 1,146.40 feet from the North Quarter Corner of Section 19; running thence along the South line of said Subdivision and the South line of Harris Hills Subdivision Phase 2 (Entry No. 2759787) South $89^{\circ}13'00''$ East 667.13 feet to the northwesterly corner of Lot 13, Harris Hills Subdivision Phase 3 (Entry No. 2916852); thence along the westerly line of said Lot 13 and the westerly line of Skyline Estates No. 5 Subdivision (Entry No. 1434903) South $0^{\circ}47'00''$ West 459.43 feet to the most northerly corner of Parcel No. 1, Pleasant View City (Property Survey No. 002557); thence along the westerly and southerly lines of said Parcel No. 1 the following three (3) courses: (1) South $56^{\circ}25'46''$ West 149.94 feet; (2) South $11^{\circ}26'00''$ West 250.00 feet; (3) South $88^{\circ}34'00''$ East 170.00 feet to a point on the westerly line of said Skyline Estates No. 5 Subdivision; thence along said westerly line South $0^{\circ}47'00''$ West 177.75 feet to the Northerly line of the Ogden Brigham Canal; thence along the northerly line of said Ogden Brigham Canal the following seven (7) courses: (1) Westerly along the arc of a non-tangent curve to the left having a radius of 120.00 feet (radius bears: $S07^{\circ}01'02''W$) a distance of 9.10 feet through a central angle of $04^{\circ}20'45''$ Chord: $N85^{\circ}09'21''W$ 9.10 feet; thence (2) North $87^{\circ}19'39''$ West 150.60 feet; thence (3) South $2^{\circ}40'21''$ West 5.00 feet; thence (4) North $87^{\circ}19'39''$ West 98.44 feet; thence (5) North $8^{\circ}36'35''$ East 5.46 feet; thence (6) Northwesterly along the arc of a non-tangent curve to the right having a radius of 80.00 feet (radius bears: $N08^{\circ}36'45''E$) a distance of 50.36 feet through a central angle of $36^{\circ}03'57''$ Chord: $N63^{\circ}21'17''W$ 49.53 feet; thence (7) $N45^{\circ}19'09''W$ 105.83 feet; thence $N00^{\circ}04'12''W$ 56.55 feet; thence $N30^{\circ}58'58''E$ 13.93 feet; thence $N36^{\circ}57'25''E$ 74.20 feet; thence $N23^{\circ}33'59''W$ 136.45 feet; thence $N57^{\circ}35'50''W$ 14.72 feet; thence $S88^{\circ}59'52''W$ 71.63 feet; thence $N89^{\circ}37'00''W$ 194.80 feet to the easterly right-of-way line of 1100 West Street; thence along said easterly right-of-way line the following two (2) courses: (1) Northerly along the arc of a non-tangent curve to the right having a radius of 180.00 feet (radius bears: $N78^{\circ}36'38''E$) a distance of 38.30 feet through a central angle of $12^{\circ}11'23''$ Chord: $N05^{\circ}17'40''W$ 38.22 feet; thence (2) $N00^{\circ}49'11''E$ 570.23 feet to the to the point of beginning.

Containing 11.24 acres, +/-.

Exhibit 2

Lot Specific Grading/Drainage Plan Submittal Requirements

Purpose

To ensure each single-family lot in Paramount View Estates is developed consistent with the approved subdivision grading and drainage plan, avoids unsafe conditions, and provides the City with review authority over grading, drainage, retaining wall, and landscaping design for each home.

Applicability

For every building permit application for a new single-family dwelling, addition, or detached accessory structure, and for any retaining wall or major lot landscaping/terracing, the Owner or Builder shall submit the following materials concurrently with the permit application.

1. Lot-Specific Site & Grading Plan

Prepared and stamped by a licensed civil engineer (unless otherwise approved by the City). The plan must clearly demonstrate conformance with the approved subdivision grading and drainage plan and include:

- North arrow, scale, and legend.
- Lot boundaries, easements, and rights-of-way.
- Proposed building footprint and finished floor elevation(s).
- Driveway and hardscape layout; note driveway slope (not to exceed 12%).
- Single driveway access per lot not to exceed 30' in width.
- Existing and proposed grades (2-foot contours or spot grades sufficient to verify positive drainage).
- Drainage arrows and slope labels for all swales and surface flow paths.
- Proposed and existing retaining walls, with top and bottom elevations.
- Downspout and surface water routing to approved drainage facilities.
- Erosion-control measures during and after construction.
- Certification by the engineer upon completion verifying substantial conformance with the approved plan.

2. Landscaping & Retaining Wall Plan

Prepared by a licensed landscape architect and coordinated with the approved grading plan. The plan shall:

- Show plantings, walls, terraces, and irrigation throughout the lot.
- Demonstrate that landscaping will maintain slope stability and prevent runoff onto adjacent lots.
- Include wall engineering details or reference separately engineered submittals where applicable.
- Provide a temporary or permanent slope-stabilization or maintenance plan if required by the City Engineer.

3. City Review and Approval

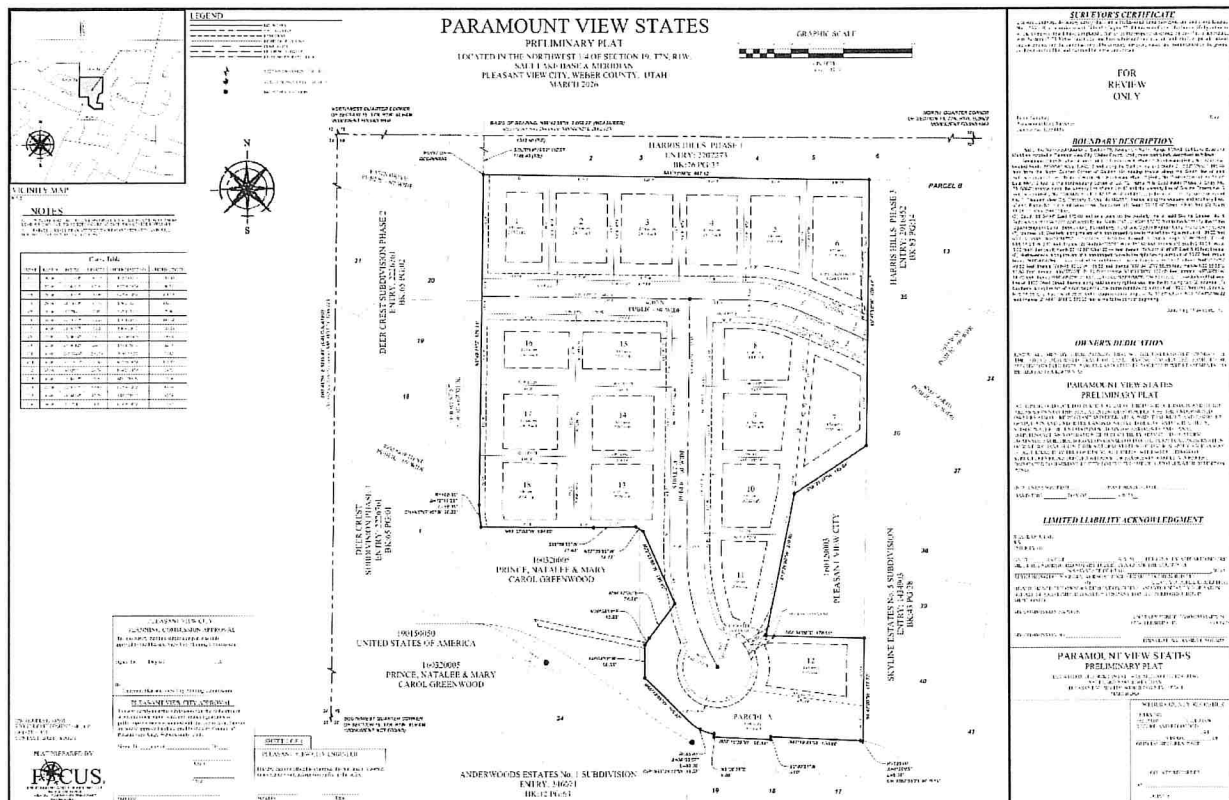
- The City shall review each submittal for compliance and issue either: (a) Approval, (b) Conditional Approval with required corrections, or (c) Rejection with reasons.
- No building permit shall be issued until City approval is granted.
- Prior to final inspection or Certificate of Occupancy, the builder shall submit a Final Grading/Drainage Certification Letter confirming work was completed in substantial conformance with the approved plan.

4. Builder Acknowledgment

All construction, including grading, drainage, wall construction, and landscaping, shall:

- Maintain the approved stormwater system and manage drainage on-site.
- Avoid diversion of flows onto adjacent lots or public property unless approved by the City.
- Remain consistent with the approved Development Agreement, subdivision grading and drainage plans, and erosion-control requirements.

Preliminary Plat



PLEASANT VIEW CITY
CITY COUNCIL STAFF MEMORANDUM

Title 15 - State Construction and Fire Code Administration

Purpose	Replace outdated edition-specific building-code provisions with a state-law-controlled Title 15 that follows the codes actually adopted by the Utah Legislature.
Primary Authority	Utah Code Title 15A; Utah Code §§ 15A-1-104, 15A-1-204, 15A-1-207, 15A-2-103, 15A-2-105, and 15A-5-103; Utah Code § 10-3-711.
Current 2026 Code Cycle	Effective July 1, 2026, Utah uses the 2024 IBC, IPC, IMC, IFGC, IECC, and IEBC; the 2021 IRC; the 2023 NEC; and the 2024 IFC, together with Utah amendments.
Key Revisions	Clarifies that later state code changes apply by operation of state law; adds permit-denial specificity; preserves certificate-of-occupancy limits; conditions fire-code appendix adoption on statutory limits; and clarifies appeals.
Recommended Action	Adopt the ordinance replacing Title 15 substantially in the attached form.

BACKGROUND AND REVIEW

The draft is directionally sound. Utah law already requires each political subdivision to follow the State Construction Code, so Pleasant View does not need to amend its ordinance every time the Legislature changes a code edition. The revised language is framed as recognition and enforcement of the code in effect under state law, rather than as a prospective delegation to future model-code publishers.

The principal legal corrections are in the fire-code appendix section. Utah adopts the International Fire Code excluding appendices, but a political subdivision may adopt IFC appendices under Utah Code § 15A-1-204(7)(c). Appendix B remains subject to statutory limits, and City public-works standards should not be stated to override the State Fire Code where state law controls.

The revision also adds the specificity required by Utah Code § 15A-1-104 when a permit or approval is denied for code noncompliance, preserves statutory limitations concerning certificates of occupancy, and expressly ties the appeal process to Utah Code § 15A-1-207 and § 15A-2-105.

PROPOSED MOTION

I move to adopt Ordinance 2026-28 replacing Pleasant View Municipal Code Title 15, Buildings and Construction.

PLEASANT VIEW CITY, UTAH

ORDINANCE 2026-28

AN ORDINANCE REPEALING AND REPLACING TITLE 15 OF THE PLEASANT VIEW MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION; RECOGNIZING AND PROVIDING FOR ADMINISTRATION AND ENFORCEMENT OF THE UTAH STATE CONSTRUCTION CODE AND STATE FIRE CODE; ADOPTING AUTHORIZED FIRE CODE APPENDICES; PROVIDING FOR ADMINISTRATION, APPEALS, ENFORCEMENT, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, Utah Code Title 15A establishes the State Construction Code and State Fire Code applicable throughout the State of Utah and to political subdivisions of the State;

WHEREAS, Utah Code § 15A-1-204 provides that the State Construction Code is the construction code that the State and each political subdivision shall follow;

WHEREAS, the Utah Legislature periodically adopts new editions of nationally recognized construction and fire codes and statewide amendments, making edition-specific municipal ordinances unnecessarily susceptible to becoming obsolete;

WHEREAS, Utah Code § 10-3-711 permits a municipality to adopt state laws relating to building or safety standards by reference, and Utah Code Title 15A independently establishes the controlling statewide construction and fire codes;

WHEREAS, Utah law permits a political subdivision, subject to statutory limitations, to adopt appendices to the International Fire Code; and

WHEREAS, the City Council finds that replacing Title 15 will promote consistent administration, avoid conflicts with state law, and protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PLEASANT VIEW CITY, UTAH, AS FOLLOWS:

SECTION 1. REPEAL AND REPLACEMENT OF TITLE 15.

Pleasant View Municipal Code Title 15, Buildings and Construction, is repealed and replaced in its entirety with Exhibit A attached to and incorporated into this Ordinance.

SECTION 2. CONFLICT AND REPEALER.

All ordinances, resolutions, policies, and provisions of the Pleasant View Municipal Code are repealed or superseded only to the extent they irreconcilably conflict with this Ordinance. Nothing herein repeals a lawful requirement administered under another title of the Municipal Code unless expressly stated.

SECTION 3. SEVERABILITY.

If any provision of this Ordinance or Exhibit A is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

SECTION 4. CODIFICATION.

The City Recorder is authorized to make nonsubstantive numbering, formatting, capitalization, punctuation, and cross-reference corrections necessary to codify this Ordinance, provided no substantive change is made.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect following adoption and publication or posting as required by Utah law, on the date stated in the City Recorder's certificate or as otherwise provided by law.

PASSED AND ADOPTED by the Pleasant View City Council this ____ day of _____, 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2026

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

EXHIBIT A
PLEASANT VIEW MUNICIPAL CODE
TITLE 15
BUILDINGS AND CONSTRUCTION

Chapter 15.04 – State Construction Codes

15.04.010 Purpose.

The purpose of this Title is to provide for the administration and enforcement within Pleasant View City of the construction and fire codes adopted by the State of Utah and to protect the public health, safety, and welfare through the regulation of the construction, alteration, enlargement, repair, use, occupancy, location, maintenance, and demolition of buildings and structures.

15.04.020 State Construction Code Adopted.

A. Pleasant View City recognizes and shall administer and enforce the Utah State Construction Code as defined in and adopted pursuant to Utah Code Title 15A, State Construction and Fire Codes Act, including the construction codes, standards, appendices, statewide amendments, additions, deletions, exceptions, and modifications that are part of the State Construction Code under applicable state law.

B. The Utah State Construction Code in effect under Utah law is incorporated into this Title by reference. A later code edition, amendment, or provision adopted by the State of Utah shall become applicable within Pleasant View City on the effective date established by state law by operation of state law. Nothing in this section is intended as an independent prospective adoption of a model code not yet adopted by the State of Utah.

C. The State Construction Code includes, as applicable, the editions adopted by the Utah Legislature of the following nationally recognized codes and standards, together with all provisions incorporated into the State Construction Code under Utah Code Title 15A:

1. International Building Code (IBC), including appendices adopted by the State of Utah;
2. International Residential Code (IRC), including appendices adopted by the State of Utah;
3. International Plumbing Code (IPC);
4. International Mechanical Code (IMC);
5. International Fuel Gas Code (IFGC);
6. National Electrical Code (NEC / NFPA 70);
7. International Energy Conservation Code (IECC);
8. International Existing Building Code (IEBC);
9. International Swimming Pool and Spa Code (ISPSC), to the extent incorporated into the State Construction Code;
10. Applicable provisions governing manufactured homes, modular buildings, factory-built housing, and other construction standards incorporated under Utah Code Title 15A; and
11. Any successor code, standard, appendix, or provision later adopted or incorporated by the State of Utah as part of the State Construction Code.

D. Whenever the Utah Legislature adopts, amends, supersedes, replaces, delays, phases in, or repeals a code edition or provision of the State Construction Code, Pleasant View City shall administer and enforce the State requirement on the effective date established by state law. Separate City action shall be taken when state law expressly requires or authorizes local adoption, including any local amendment or optional code provision.

15.04.030 State Amendments Incorporated.

All statewide amendments, additions, deletions, exceptions, modifications, effective-date provisions, and transition provisions that are made part of the State Construction Code under Utah Code Title 15A, as amended from time to time, are incorporated by reference and shall be administered and enforced within Pleasant View City.

No provision of this Title shall be interpreted to supersede, replace, or modify a mandatory statewide amendment adopted by the State of Utah.

15.04.040 Conflict With State Law.

A. Where a provision of this Title conflicts with the Utah State Construction Code or another applicable provision of state law, the State Construction Code and applicable state law shall control.

B. Nothing contained in this Title shall be interpreted as establishing a construction standard more restrictive than the State Construction Code where such a local requirement is prohibited by Utah Code Section 15A-1-204 or other applicable state law.

C. Any local amendment to a construction code shall be effective only when authorized and adopted in accordance with Utah law.

Chapter 15.08 – Administration and Enforcement

15.08.010 Building Official.

The City shall designate a qualified Building Official as required by Utah law. The Building Official shall administer and enforce the State Construction Code and this Title within the jurisdiction of Pleasant View City.

The Building Official may designate qualified inspectors, plans examiners, employees, contractors, or third-party inspection firms as authorized by state law to perform duties associated with administration and enforcement of the State Construction Code.

15.08.020 Powers and Duties.

The Building Official is authorized to:

- A. Receive and review applications for building and construction permits;
- B. Review construction documents for compliance with applicable codes;
- C. Issue, deny, suspend, or revoke permits as authorized by law;
- D. Conduct or cause to be conducted required inspections;
- E. Issue correction notices, notices of violation, and stop-work orders;
- F. Approve alternative materials, designs, and methods of construction where authorized by the applicable code;
- G. Issue certificates of occupancy and temporary certificates of occupancy;
- H. Require documentation reasonably necessary to determine compliance with applicable construction codes;
- I. Interpret the provisions of the State Construction Code in accordance with the authority granted to the Building Official by the applicable code and Utah law; and
- J. Exercise all other authority assigned to a building official or local regulator under Utah Code Title 15A and the State Construction Code.

15.08.030 Permits Required.

Except where specifically exempted by the State Construction Code or Utah law, a permit shall be obtained before any person may construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building

or structure, or install, alter, replace, or modify any regulated electrical, gas, mechanical, plumbing, or other building system.

Permit requirements and exemptions shall be governed by the applicable State Construction Code and Utah law.

15.08.040 Application and Construction Documents.

Applications, plans, specifications, engineering documents, site information, and other construction documents required for a permit shall be submitted in the form and manner prescribed by the Building Official and shall contain sufficient information to demonstrate compliance with applicable City ordinances and the State Construction Code.

Nothing in this section authorizes the City to require plans, reports, or other information prohibited by state law. If the City rejects a permit or withholds an approval for failure to comply with Utah Code Title 15A or other applicable state law, the City shall cite with specificity the applicable provision and describe how the project fails to comply, as required by Utah Code Section 15A-1-104.

15.08.050 Inspections.

Construction or work for which a permit is required shall remain accessible and exposed for inspection until approved where required by the applicable code.

The permit holder or responsible party shall notify the Building Department when work is ready for inspection. Approval of an inspection does not authorize a violation of the State Construction Code, approved construction documents, Utah law, or other applicable City ordinances.

15.08.060 Certificate of Occupancy.

No building or structure for which a certificate of occupancy is required by the State Construction Code shall be occupied until the Building Official has issued the required certificate of occupancy or temporary certificate of occupancy.

Issuance of a certificate of occupancy shall not be construed as approval of a violation of applicable law; provided, however, that the City shall comply with Utah Code Section 15A-1-104 and any other applicable limitation on withdrawing a certificate of occupancy or exercising additional jurisdiction over elements for which a certificate has been issued.

15.08.070 Stop Work Orders.

Whenever the Building Official determines that work is being performed contrary to the State Construction Code, approved construction documents, the conditions of a permit, or applicable law, the Building Official may issue a stop-work order in accordance with the applicable construction code and Utah law.

Upon issuance of a stop-work order, the work identified in the order shall cease until authorized to resume by the Building Official.

Chapter 15.12 – Mechanical and Fuel Gas Codes

15.12.010 Codes Applicable.

Mechanical and fuel gas installations within Pleasant View City shall comply with the editions of the International Mechanical Code and International Fuel Gas Code then incorporated into the Utah State Construction Code, together with all applicable statewide amendments and successor provisions adopted under Utah Code Title 15A.

The editions and provisions adopted by the State of Utah shall govern automatically upon their effective date under state law without further amendment of this Title.

Chapter 15.16 – Plumbing Code

15.16.010 Code Applicable.

Plumbing installations within Pleasant View City shall comply with the edition of the International Plumbing Code then incorporated into the Utah State Construction Code, together with all applicable statewide amendments and successor provisions adopted under Utah Code Title 15A.

The edition and provisions adopted by the State of Utah shall govern automatically upon their effective date under state law without further amendment of this Title.

Chapter 15.20 – Electrical Code

15.20.010 Code Applicable.

Electrical installations within Pleasant View City shall comply with the edition of the National Electrical Code then incorporated into the Utah State Construction Code, together with all applicable statewide amendments and successor provisions adopted under Utah Code Title 15A.

The edition and provisions adopted by the State of Utah shall govern automatically upon their effective date under state law without further amendment of this Title.

Chapter 15.24 – State Fire Code

15.24.010 State Fire Code Recognized and Adopted.

The Utah State Fire Code adopted pursuant to Utah Code Title 15A, Chapter 5, together with all statewide amendments, additions, deletions, exceptions, and modifications, shall apply within Pleasant View City as provided by state law and shall be administered by the applicable authority having jurisdiction.

A later State Fire Code edition or statewide amendment adopted by the State of Utah shall become applicable within Pleasant View City on the effective date established by state law by operation of state law. Separate City action shall be taken for local amendments, appendices, or other provisions when required or authorized by Utah law.

15.24.020 Administration and Enforcement.

The State Fire Code shall be administered and enforced by the fire code official or fire authority having jurisdiction, in coordination with the Pleasant View City Building Official where construction permits, certificates of occupancy, building inspections, or other overlapping responsibilities are involved.

15.24.030 Fire Code Appendices and Local Requirements.

Adoption of Appendices to the International Fire Code. Pursuant to Utah Code Section 15A-1-204(7)(c), and subject to all limitations imposed by state law, the following appendices to the edition of the International Fire Code then applicable under the Utah State Fire Code are adopted within Pleasant View City. These appendices shall be interpreted and enforced consistently with the State Fire Code and Utah law:

Appendix A: Board of Appeals

Appendix B: Fire-flow Requirements for Buildings, subject to the limitations in Utah Code Section 15A-1-204(7)(c), including applicable limits on fire-flow requirements for structures regulated by the International Residential Code and limitations on residential fire-sprinkler requirements.

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Roads. Appendix D is adopted subject to Utah law. City public works, grading, road, and development standards may supplement Appendix D to the extent authorized by law and not

inconsistent with the State Fire Code. If a conflict exists that cannot lawfully be harmonized, applicable state law and the State Fire Code shall control.

Chapter 15.26 – Automatic Fire Sprinkler Systems

15.26.010 Residential Automatic Fire Sprinkler Systems; Enforcement Triggers and Exceptions.

(A) Statutory Compliance. In accordance with the amendments to Chapter 5 of the International Fire Code established under [Utah Code § 15A-5-203](#), Pleasant View City shall not issue a blanket mandate requiring automatic fire sprinkler systems in structures built in accordance with the International Residential Code (IRC). An automatic fire sprinkler system may be required for an IRC structure **only if** one or more of the following specific conditions exist:

- **(i)** The structure is located within a designated urban-wildland interface area as identified by Pleasant View City or the Utah Wildland Urban Interface Code, **and** the structure fails to meet the minimum defensible space and material standards outlined in Utah Code § 65A-8-203 and Utah Administrative Code R652-122-1300.
- **(ii)** The structure is located in an area where a public water distribution system equipped with functional fire hydrants does not exist.
- **(iii)** The only available fire apparatus access road serving the structure features a slope or grade exceeding ten percent (10%) for a continuous distance of more than 500 feet.
- **(iv)** The total floor area of all floor levels within the structure exceeds 10,000 square feet; **or**
- **(v)** The total floor area of the structure is more than double the average total floor area of unsprinkled homes under 10,000 square feet located within the same subdivision.

(B) Exemptions. Notwithstanding subsection (A), an automatic residential fire sprinkler system shall **not** be required under this Section for a single-family dwelling if:

- (A) The structure is located within a one-lot subdivision; **and**
- (B) The structure complies with all applicable wildland fire defensible space standards.

15.26.020 Requirements for Automatic Sprinkler Systems in One and Two-Family Dwelling and Townhome Construction.

An automatic fire sprinkler system is required to be installed in structures built in accordance with Utah Code Annotated 15A-5-203 when any of the following conditions apply:

- **(i)** The structure is located within a designated urban-wildland interface area as identified by Pleasant View City or the Utah Wildland Urban Interface Code, **and** the structure fails to meet the minimum defensible space and material standards outlined in Utah Code § 65A-8-203 and Utah Administrative Code R652-122-1300.
- **(ii)** The structure is located in an area where a public water distribution system equipped with functional fire hydrants does not exist.
- **(iii)** The only available fire apparatus access road serving the structure features a slope or grade exceeding ten percent (10%) for a continuous distance of more than 500 feet.

- (iv) The total floor area of all floor levels within the structure exceeds 10,000 square feet; **or**
- (v) The total floor area of the structure is more than double the average total floor area of unsprinkled homes under 10,000 square feet located within the same subdivision.

If the residential building permit application meets the requirements for a sprinkler system (listed above), plans and calculations may be submitted as a deferred submittal at the time of application.

Chapter 15.28 – Energy Conservation Code

15.28.010 Code Applicable.

Buildings and structures subject to energy conservation requirements shall comply with the edition of the International Energy Conservation Code then incorporated into the Utah State Construction Code, together with all statewide amendments, exceptions, modifications, transition provisions, and successor provisions adopted under Utah Code Title 15A.

Where residential energy requirements applicable to buildings regulated by the International Residential Code are modified by Utah law, the Utah amendments shall control.

Chapter 15.30 – Existing Buildings

15.30.010 Existing Building Code.

Alterations, repairs, additions, changes of occupancy, relocation, and other regulated work involving existing buildings shall comply with the edition of the International Existing Building Code and other existing-building provisions then incorporated into the State Construction Code, as applicable.

Existing one- and two-family dwellings and townhouses regulated by the International Residential Code shall be regulated in accordance with the applicable provisions of the State Construction Code.

15.30.020 Existing Conditions.

Nothing in this Title shall require an existing building or condition that was lawfully established to be brought into full compliance with current new-construction requirements solely because the State Construction Code has subsequently changed, except where compliance is required by:

- A. The applicable provisions of the State Construction Code;
- B. An alteration, addition, repair, change of occupancy, or change of use;
- C. An unsafe or dangerous condition;
- D. An applicable fire, health, zoning, or property maintenance requirement; or
- E. Other applicable state or federal law.

Chapter 15.32 – Public Construction Standards

15.32.010 Standards Adopted.

Public improvements, infrastructure, utilities, streets, sidewalks, curb and gutter, storm drainage facilities, and other improvements located within or dedicated to Pleasant View City shall comply with the applicable Pleasant View City Public Works Standards, engineering standards, development standards, specifications, and standard drawings adopted by the City Council.

Where such standards regulate a matter governed by the Utah State Construction Code, the provisions of Utah Code Title 15A shall control.

Chapter 15.36 – Flood Hazard Control

15.36.010 Applicability.

Construction and development within areas subject to flood hazard regulation shall comply with the City's adopted floodplain management ordinance, applicable Federal Emergency Management Agency requirements, applicable state law, and the flood-resistant construction provisions of the State Construction Code.

15.36.020 Building Official Responsibilities.

The Building Official shall coordinate building permit review with the City's designated floodplain administrator when proposed construction is located within a regulated flood hazard area.

Issuance of a building permit shall not constitute approval of a project under separate floodplain, zoning, subdivision, engineering, storm water, or other applicable requirements.

Chapter 15.40 – Fees

15.40.010 Building and Construction Fees.

Fees for permits, plan review, inspections, certificates, re-inspections, additional reviews, and other services administered under this Title shall be established by the Pleasant View City Consolidated Fee Schedule, as adopted and amended by resolution of the City Council.

15.40.020 State Surcharges.

In addition to City-established fees, the City shall collect and remit any building permit surcharge or other fee required by Utah law.

Chapter 15.44 – Appeals

15.44.010 Appeals.

Appeals from decisions or interpretations of the Building Official involving the State Construction Code shall be processed through the method of appeal established by the City in accordance with Utah Code Section 15A-1-207, Utah Code Section 15A-2-105, and the applicable code. Fire-code appeals shall be processed in accordance with applicable state law and the State Fire Code.

Nothing in this Chapter shall authorize an appeal body to waive a requirement of the State Construction Code where such waiver is not authorized by state law.

Chapter 15.48 – Violations and Enforcement

15.48.010 Unlawful Acts.

It is unlawful for any person to construct, alter, repair, demolish, occupy, use, install, or maintain a building, structure, building system, or equipment in violation of:

- A. The Utah State Construction Code;
- B. The Utah State Fire Code when applicable;
- C. An approved permit or approved construction documents;
- D. A lawful order issued by the Building Official or other authorized official; or
- E. This Title.

15.48.020 Remedies.

The City may utilize any remedy authorized by the State Construction Code, Utah law, or the Pleasant View Municipal Code, including correction notices, stop-work orders, withholding of inspections, withholding or revocation of certificates of occupancy where legally authorized, civil enforcement, administrative remedies, and criminal enforcement.

Remedies provided by this Title are cumulative and not exclusive.

15.48.030 Penalty.

A violation of this Title shall be punishable as provided by the general penalty provisions of the Pleasant View Municipal Code unless a different penalty or enforcement procedure is required by state law.

Each day a violation continues after notice may constitute a separate violation to the extent authorized by law.

Chapter 15.52 – General Provisions

15.52.010 State Law Controls.

The intent of this Title is to administer and enforce the construction standards adopted by the State of Utah and not to establish a separate municipal construction code that conflicts with or exceeds the City's authority under Utah law.

References in this Title to the State Construction Code, State Fire Code, Utah Code Title 15A, or an individual model code shall mean the applicable code, amendment, or standard then in effect under Utah law. Changes adopted by the State become applicable within Pleasant View City on the effective date established by state law by operation of state law. Separate City action shall be taken where Utah law requires or authorizes local adoption, amendment, or selection of an optional provision.

15.52.020 Severability.

If any section, subsection, sentence, clause, or phrase of this Title is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.52.030 Repeal of Obsolete Provisions.

All prior provisions of Pleasant View Municipal Code Title 15 that adopt or amend superseded editions of the Uniform Building Code, Uniform Housing Code, International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, National Electrical Code, International Energy Conservation Code, or International Fire Code are repealed to the extent inconsistent with this Title.

The repeal of an obsolete construction code provision shall not invalidate a permit, approval, enforcement action, or other lawful action taken while that provision was in effect.

ORDINANCE NO. 2026-30

AN ORDINANCE OF THE PLEASANT VIEW CITY COUNCIL AMENDING PLEASANT VIEW CITY CODE CHAPTER 2.32 – PURCHASING SYSTEM – DISTRIBUTION OF PROPERTY.

WHEREAS, Pleasant View City finds that an update to the City Code is needed to be consistent in posting requirements; and

WHEREAS, Pleasant View City finds that such code change is in keeping with the desires and intents of the City.

NOW, THEREFORE, be it ordained by the City Council of Pleasant View City, Utah:

SECTION ONE: The Municipal Code Chapter 2.32 – Purchasing System-Distribution of Property, Section 2.32.080-Disposal of Real Property Procedures is hereby amended as stated in ‘Exhibit A’.

SECTION TWO: This ordinance shall take effect immediately upon posting.

DATED this 27th day of October, 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2026

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

‘Exhibit A’

2.32.080 Disposal of Real Property Procedures. The disposal of a significant parcel of real property shall follow the procedures set forth in Utah Code Annotated Section 10-8-2.

A. Definition: For the purposes of this chapter, a “significant parcel” is defined as a parcel of real property, or combination of contiguous parcels having a market value in excess of \$25,000; or, a parcel of real property, or a combination of contiguous parcels, having a size in excess of one-half acre.

B. Notice: Reasonable notice of the proposed conveyance of a significant parcel of real property shall be the following:

1. Notice of the public hearing shall be provided at least ~~ten (10) fourteen (14)~~ days prior to the meeting. The notice shall contain the date, time and place of the public hearing, and a brief description of the location of the property and purpose of the disposal. Such notice shall be ~~published at least once prior to the hearing in a newspaper of general circulation of the City,~~ posted on the Utah Public Notice Website, posted on the City’s website and posted at Pleasant View City Offices. (Ordinance 2014-2, dated 2/18/14)



6952 S. High Tech Drive Ste. B
Midvale, UT 84047
P (801) 545-8500
Terracon.com

October 21, 2026

Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414

Attn: Steve Gibson, Mayor
P: (801) 782-8529

RE: Proposal for Geotechnical Engineering Services
Pleasant View City Reservoir and Water Line
1508 W Pleasant View Drive
Pleasant View, Utah
Terracon Proposal No. 1000022719

Dear Mr. Gibson:

We appreciate the opportunity to submit this proposal to Pleasant View City on behalf of Jones and Associates Consulting Engineers (Jones) to provide Geotechnical Engineering services for the above-referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$23,800. Exhibit C includes details of our fees, consideration of additional services, and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

A handwritten signature in black ink, appearing to read 'E. Bodkin'.

Elena R. Bodkin
Assistant Project Manager

A handwritten signature in black ink, appearing to read 'C. Molthen'.

Charles V. Molthen, P.E.
Operations Manager III

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Pleasant View City ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pleasant View City Zone 1 Reservoir and Water Line-SLC-26-Proposal project ("Project"), as described in Consultant's Proposal dated 10/21/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **10/21/2026**

Name/Title: **Charles V Molthen / Operations Manager III**

Address: **6952 S High Tech Dr, Ste B**
Midvale, UT 84047

Phone: **(801) 545-8500** Fax: _____

Email: **Charles.Molthen@terracon.com**

Client: **Pleasant View City**

By: _____ Date: _____

Name/Title: **Steve Gibson/ Mayor**

Address: **520 W. Elberta Dr.**
Pleasant View, UT 84414

Phone: **(801) 782-8529** Fax: _____

Email: _____

Exhibit A — Project Understanding

Our Scope of Services is based on our understanding of the project as described by Jones and the expected subsurface conditions as described below. We **have not** visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Jones and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information provided	<p>An email request for proposal was provided by Dana Shuler with Jones on June 22, 2026. The request included a Google Earth image of the site, and conceptual plan drawings of the layout of the planned reservoir, water transmission pipeline, and pump station.</p> <ul style="list-style-type: none"> ■ 2026-06-19 Zone 1 Reservoir and Transmission Line-Zone 1 Res ■ Approx Zone 1WL and Reservoir.kmz
Project description	<p>The project consists of installing a new water transmission pipeline, constructing a new pump station, and a closed tank reservoir below grade.</p>
Proposed structure	<p>The project includes structures such as a reservoir tank planned to be 30 feet in diameter with a capacity of 300,000 to 500,000 gallons, a pump station of approximately 2,000 square feet, and a roughly 1,600-foot-long, 10-inch water transmission line.</p>
Building construction	<p>The tank is anticipated to be constructed using reinforced concrete</p> <p>The pump station construction method was not provided; we anticipate that pump station will be constructed wood and/or stick frame on concrete slab-on-grade.</p>
Finished floor elevation	<p>Finished floor elevation for the tank is planned at 4,555 feet based on the plans provided.</p> <p>The finished floor elevation of the pump station is anticipated to be within approximately 5 feet of the existing ground surface.</p>
Maximum loads	<p>Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects.</p>

Proposal for Geotechnical Engineering Services

Pleasant View City Reservoir and Water Line | Pleasant View, Utah

October 21, 2026 | Terracon Proposal No. 1000022719



Item	Description
	Water tank total load: 5,000 kips Pump Station: <ul style="list-style-type: none">■ Columns: 50 kips■ Walls: 4 kips per linear foot (klf)■ Slabs: 150 pounds per square foot (psf)
Grading/slopes	Based on the conceptual site plan provided by the client, there will be grading required to install the tank into the ground. Cuts up to 20 feet deep into the slope and approximately 7 feet of fill will be required to place the tank.
Below-grade structures	We expect there to be piping installed connecting to the tank. These pipes are assumed to be buried at a depth of approximately 5 feet below finished grade. For the water transmission line, the pipes are planned to be approximately 5 feet below finished grade.
Free-standing retaining walls	None
Building code	2024 IBC

Site Location and Anticipated Conditions

Item	Description
Parcel information	The project is located near 1508 W Pleasant View Drive in Pleasant View, Utah. Approximately 3.4 acres Latitude/Longitude (approximate) 41.330985, -112.012818 (See Exhibit D)
Existing improvements	Undeveloped land with trees and moderate vegetation
Current ground cover	Earthen, moderately vegetated, gravel road leading to site access entrance
Existing topography	The site slopes upward to the northeast along the water transmission line alignment, with an average slope of approximately 11.5%. The proposed pump station and reservoir site also slopes to the north, with an elevation increase of approximately 37 feet across the project area.

Proposal for Geotechnical Engineering Services

Pleasant View City Reservoir and Water Line | Pleasant View, Utah

October 21, 2026 | Terracon Proposal No. 1000022719



Item	Description
Site access	We expect the site and all exploration locations will be accessible with our truck-mounted drilling equipment and support vehicles.
Expected subsurface conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of interlayered sands and clays, potentially underlain by limestone bedrock.
Geologic hazards	Liquefaction: Low probability based on available published liquefaction maps. ¹ Faults: The project area is roughly 0.3 miles east of the mapped Brigham City segment of the Wasatch Fault. ²

1. Christenson, G.E., & Shaw, L.M. (2008). *Liquefaction special study areas, Wasatch Front and nearby areas, Utah*. Supplement Map to Utah Geological Survey Circular 106.
2. Harty, K. M., et al. (2012). *Geologic map of the Plain City Quadrangle, Weber and Box Elder Counties, Utah*. Utah Geological Survey.

Exhibit B — Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Jones and our experience with similar projects, we propose the following field exploration program:

Number of explorations	Type of explorations	Planned boring depth (feet) ¹	Planned location ²
2	Borings	20	Pump station locations
3 ³		35	Reservoir location options
6		10	Water transmission alignment
1	MASW	--	Pump station and reservoir location options

1. Although not anticipated based on available geologic information, borings may encounter auger refusal before reaching planned exploration depths. ODEX drilling methods may be used to extend the borings to the target depths in the pump station and reservoir boring locations.
2. The planned boring locations are shown in the attached **Anticipated Exploration Plan**.
3. An additional boring was included in addition to the two requested borings to support the slope stability analysis.

Exploration Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site-specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous flight hollow-stem augers. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT)

or a Dames and Moore ring sampler lined with 6-inch brass sleeves for in-situ soil collection. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, Terracon will utilize ODEX drilling methods to advance the borings to target depths of 20 feet at the pump station locations and 35 feet at the reservoir locations.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Seismic Testing for Site Class Determination: Given the proximity of mapped faulting to the project site, and to aid in the Site Class determination for the site, Terracon proposes a 1-Dimensional Shear Wave Test using the Multichannel Analysis of Surface Waves (MASW) method. The seismic method involves a series of 24 hand-placed seismic wave sensors (geophones) and an energy source (i.e., sledgehammer and strike plate). The evaluation is comprised of two components: active and passive. The active component involves inducing a seismic wave using the sledgehammer and measuring the seismic velocity along the linear series of geophones. The passive component involves using ambient vibrational noise as the energy source. The test typically requires approximately 120 feet of linear space for testing but may be adjusted depending on site access. The active and passive components are combined during data processing to produce a vertical, 1-D shear wave velocity and a weighted average shear wave velocity for the top 100 feet (V_{s100}).

Geophysical methods can be affected by on-site conditions beyond the control of the operator and may be considered inconclusive. Interpretation is based on a combination of known factors combined with the experience of the operator and the geophysicist evaluating the results. Utilizing conventional observation, sampling, and testing ("truthing") of select areas is recommended to verify the results of the geophysical surveys. **The geophysical results provide a level of confidence but should not be considered absolute.**

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted in our logs.

Exploration efforts require borings into the subsurface; therefore, Terracon will comply with local regulations to request a utility location service through Blue Stakes of Utah. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to the commencement of field exploration. **Terracon will not be responsible for damage to private utilities not disclosed to us.**

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent on the composition and construction of the utility line; some utilities are comprised of nonelectrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and

coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00 a.m. and 5:00 p.m.). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. The exact types and number of tests cannot be defined until the completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- water content
- Atterberg limits
- grain size analysis
- unconfined compressive strength
- direct shear
- chemical analyses — pH, sulfates, chloride ion, and electrical resistivity

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- boring logs with field and laboratory data
- stratification based on visual soil (and rock) classification
- groundwater levels observed during and after the completion of drilling
- site location and exploration plans
- subsurface exploration procedures
- description of subsurface conditions

Proposal for Geotechnical Engineering Services

Pleasant View City Reservoir and Water Line | Pleasant View, Utah

October 21, 2026 | Terracon Proposal No. 1000022719



- recommended foundation options and engineering design parameters
- estimated settlement of foundations
- recommendations for design and construction of interior floor slabs
- Seismic Site Class
- earthwork recommendations including site/subgrade preparation
- lateral earth pressure recommendations
- global slope stability for temporary excavations
- pipe support analysis

In addition to an emailed report, your project will also be delivered using **Compass**. Upon initiation, we will provide you and your design team with the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning — Proposal information, schedule, and anticipated exploration plan
- Site Characterization — Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are completed, we will upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report will be maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C — Compensation and Project Schedule

Compensation

Based on our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump sum fee ²
Project administration and safety	\$1,600
Field exploration	\$14,600
Geophysical testing (MASW)	\$2,400
Laboratory testing	\$4,200
Geotechnical reporting and analysis	\$4,000
Total	\$23,800

1. The lump sum fee considers one drill rig mobilization and no unexpected on-site delays. If additional drill rig mobilizations are required, an additional fee of \$1,350 would be invoiced. A drill crew standby rate of \$400 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Additional services	Estimated fee ¹
ODEX to depth (as needed)	\$3,000

1. The estimated fee is preliminary and based on the anticipated site conditions. Should differing site conditions be encountered, the scope and associated fee may require adjustment through a formal change order.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2, 3}
Kickoff call with client	2–5 days after notice to proceed
Field exploration	Tentatively scheduled for July 28–31, 2026, based on rig availability
Site characterization	14 days after completion of field program
Geotechnical engineering	21–25 days after completion of field program

1. Upon receipt of your notice to proceed, we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. Cost and schedule estimates are based on our current workload at the time of proposal submission, assuming notice to proceed is received by **July 15, 2026**. If the notice to proceed is delayed resulting in an expedited schedule or the outlined schedule needs to be revised, our fees and timeline will need to be adjusted accordingly.

Exhibit D — Site Location

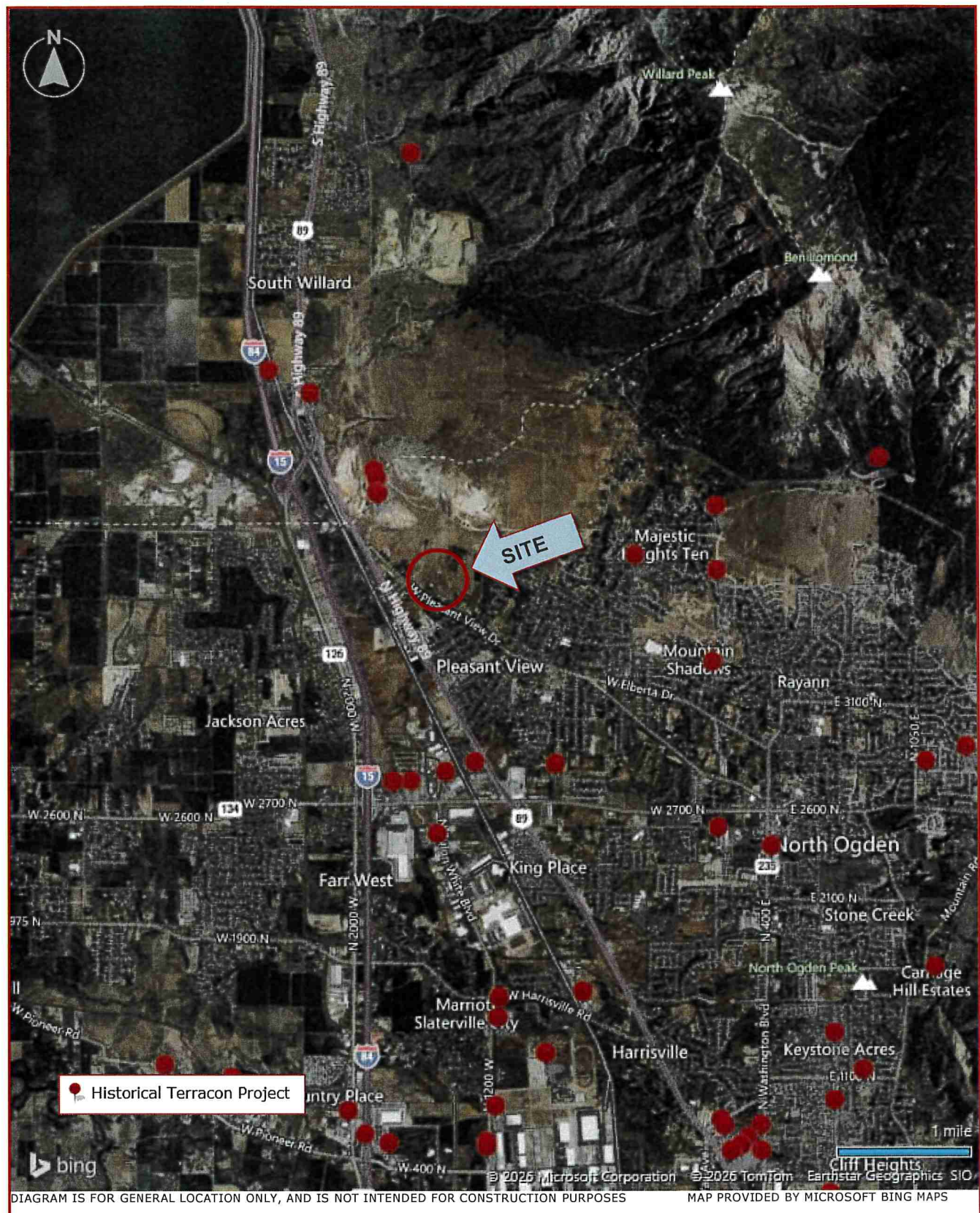
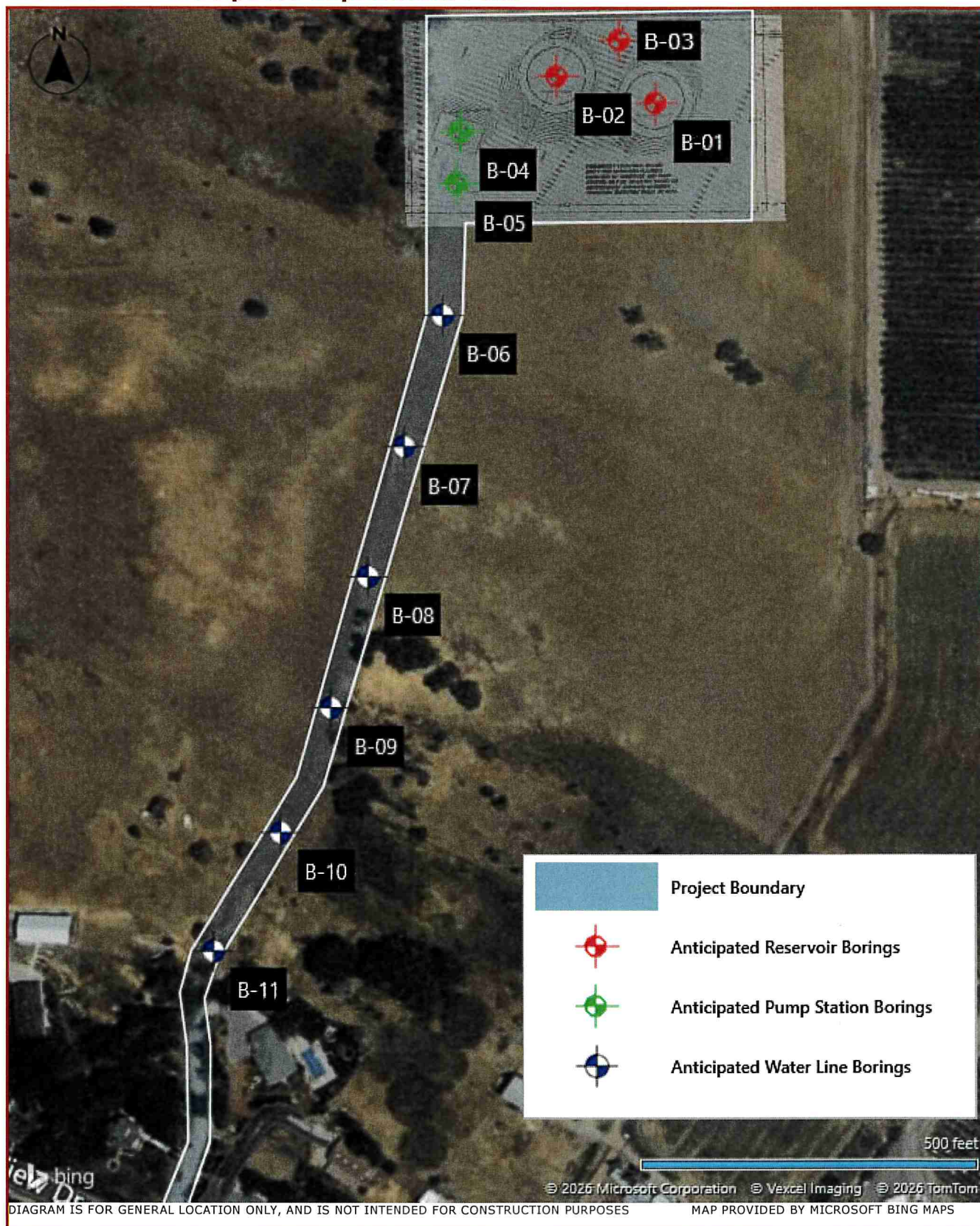


Exhibit E — Anticipated Exploration Plan



Memo



To: Mayor and City Council

From: Laurie

Date: October 23, 2026

Re: New Business Licenses Issued

RECOMMENDED ACTION No action needed. Informational only.

DESCRIPTION / BACKGROUND 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:

Tiny Steps	3010 N TESS PLACE UNIT B	Daycare	Veronica J. Ayala
Twisted Sugar	2707 N PARKLAND BLVD STE #1	Soda and cookie shop	Dustin Jensen