

**HONEYVILLE CITY
PLANNING COMMISSION MEETING
NOTICE AND AGENDA**

Notice is hereby given that the **regular meeting** of the **Honeyville City Planning Commission** will be held on **Wednesday, 27 February, 2019 at 7:00 p.m.**, in the Honeyville City Hall, 2635 West 6980 North Honeyville, UT 84314. Interested citizens are invited to attend.

Meeting called to order – Steven Bullock

Invocation and Pledge of Allegiance – Bob Kosbab

Note of conflict of interest if any

Administer Oath of Office

Business:

A. Tosh Farr - Tosh Farrms Subdivision Preliminary Plan

Approval of previous minutes – Minutes of January 23, 2019

Zoning Administrator Report

Agenda items for next month

Adjournment

Minutes of the
Planning Commission Meeting
January 23, 2019

The Honeyville City **Planning Commission** met in **regular session** on **23, January 2019** at 7:00 p.m. in the Honeyville City Hall. Present were Laura Hunsaker, Bob Kosbab, Kenny Funk, Steven Bullock, Trevor Gardner, Jeanne Cutler and Codey Illum. Bob Kosbab arrived at 7:38 p.m.

Meeting called to order by Steven Bullock at 7:00 p.m.

Invocation and Pledge of Allegiance – Laura Hunsaker

Note of conflict of interest if any – None noted.

Administer Oath of Office - Emily Holden administered the oath of office to Codey Illum and Laura Hunsaker who will serve on the Planning Commission. Codey Illum will serve for four years and Laura Hunsaker is completing Promise Larsen's term which will expire May 2021.

Business:

- A. Tosh Farr - Honeyville Farms Subdivision Preliminary Plan** - Tosh Farr is here to request approval of Honeyville Farms Preliminary Plan Subdivision. Honeyville City Engineer has reviewed this plan and issued comments and stated that it could be approved conditionally. Tosh Farr has revised plans to present tonight that reflect the comments from the city engineer. The cost estimate has been updated and approved as well. All irrigation ditches on or adjacent to the subdivision will be enclosed with pipe. UDOT has issued their approval for access to the properties. Bear River Health Department has given their approval and all utilities have issued letters that they will provide service to the subdivision. Planning Commission reviewed the approval process in the code and did not see any problems. Steven Bullock made a motion to approve Honeyville Farms Preliminary Plan, Codey Illum second the motion. Motion passed 6 - 0.
- B. Animal and Fowl Ordinance** - Planning Commission reviewed and discussed the animal and fowl ordinance. Jeannie Cutler stated that if she suggested a change to the ordinance it would be that we don't allow large animals in residential zone even if they have one acre or larger. Setbacks were talked about and that it should fall under the nuisance ordinance if there are issues. It is suggested to send out a survey to the community seeing what the citizens want. This item will be tabled until the current litigation is completed.
- C. 2019 Meeting Schedule and Opening Ceremonies** - 2019 meeting schedule was reviewed and discussed. Codey Illum made a motion to adopt the 2019 meeting schedule and opening ceremonies as discussed, Bob Kosbab second the motion. Motion passed 7 - 0.
- D. Vote for Planning Commission Chairman and Co-Chairman** - Trevor Gardner made a motion to keep the chairman and co-chairman as they currently are, Jeanne Cutler second the motion. Motion passed 7 - 0.

Approval of previous minutes – Minutes of November 28, 2018 - Minutes of November 28, 2018 were reviewed and discussed. Jeanne Cutler made a motion to approve November 28, 2018

minutes, Codey Illum second the motion. Motion passed 6 - 0. Laura Hunsaker abstained from voting.

Zoning Administrator Report – Report was reviewed and discussed.

Agenda items for next month

- Honeyville Farms Subdivision Final Plan

Steven Bullock made a motion to adjourn, Codey Illum second the motion. Motion passed 7 - 0.

Adjournment at 7:45 p.m.

The foregoing minutes were taken and typed by Emily Holden.

Date Approved _____

Emily Holden, Zoning Administrator

Steven Bullock, Chairman

Attached is our staff review of the final plat we received on February 15th. The most important item is adding the acknowledgement of conditions associated with providing secondary water for the subdivision that was included in our January 14, 2019 review letter as follows.

**ACKNOWLEDGEMENT BY HONEYVILLE CITY AND THE SUBDIVIDER OF
CONDITIONS ASSOCIATED WITH PROVIDING SECONDARY IRRIGATION WATER
FOR HONEYVILLE FARMS SUBDIVISION**

Approval of this subdivision by Honeyville City is devoid of any acknowledgement by Honeyville City officials that secondary irrigation water is, or will be, deliverable to any of the lots in this subdivision. The subdivider intends to arrange for secondary irrigation water to be made available for only Lot 3 in this subdivision. However, the historical conveyance facilities of the irrigation water to the property have fallen into disrepair and there is evidence that some portions of the irrigation ditches and pipes, that previously conveyed irrigation to the subject property, have been filled in or are now non-existent. Any irrigation facilities shall be privately owned and it shall be the responsibility of the subdivider and/or the owner of Lot 3 to:

- (1) secure any easements and authorization from private property owners and UDOT to restore the irrigation ditches and pipes that previously conveyed irrigation water to the property, and;*
- (2) secure easements from private property owners and authorization from UDOT for the construction of any new irrigation facilities necessary to convey irrigation water to Lot 3 in the subdivision, and;*
- (3) bear any and all costs associated with the restoration of historical irrigation facilities and construction of any irrigation facility replacements and/or construction of new irrigation conveyance facilities, and;*
- (4) assume all responsibility for the control and use of the water on private property, and;*
- (5) assume all responsibility for maintenance of the irrigation water conveyance systems upon or across private and public properties.*

Furthermore, Honeyville City assumes no responsibility for the restoration and/or construction of private irrigation conveyance works, nor, any responsibility for the private property owner's end use and control of the irrigation water, nor, guaranteeing the existence of existing private irrigation easements, nor, granting or authorization of easements and permits associated with private irrigation conveyance facilities.

Honeyville City ordinances prohibit any open irrigation ditches within or adjacent to a subdivision and any lot owners having irrigation facilities situated upon their property agree to comply with this requirement.

The Subdivider and prospective lot owners shall also acknowledge that the Honeyville City adopted Water System Conservation and Management Plan prohibits the use of culinary water for irrigation and/or sprinkling of outdoor landscape areas greater than 1/3 acre per lot.

Also, the OWNER'S DEDICATION is too generalized and isn't specific enough for this subdivision. It specifies conditions which don't exist and excludes many things that need to be referenced. We recommend the following text for the OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE
UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PARCEL OF
LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO
LOTS TO BE HEREAFTER BE KNOWN AS

HONEYVILLE FARRMS SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO HONEYVILLE CITY, BOX ELDER COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PUBLIC UTILITY EASEMENTS FOR PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS SHOWN HEREON, AND HEREBY GRANT AND CONVEY A SHARED INGRESS/EGRESS EASEMENT ACROSS LOT 2 AS SHOWN IN FAVOR OF LOTS 1 AND 2 TO SERVE AS A COMMON DRIVEWAY ACCESS POINT FOR LOTS 1 AND 2, AND THE PLAT NOTES HEREON ARE DECLARED EFFECTIVE AND BINDING.

The rest of the comments on the plat are minor in nature.

Please return the updated version to our office for final review after it has been sent to Brock Butler at Box Elder County for his review.

The draft subdivision improvements guarantee will be furnished tomorrow which needs to be executed before it is approved by the city council.

Thanks.

D. Chris Wight - Project Manager/Review Coordinator

HONEYVILLE FARMS
SUBDIVISION IMPROVEMENTS GUARANTY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20 **19** by and between **Tosh and Julie Farr** hereinafter called "SUBDIVIDER", and the CITY OF HONEYVILLE, hereinafter call "CITY", and _____ hereinafter called the FINANICIAL INSTITUTION".

WITNESSETH:

WHEREAS, SUBDIVIDER has caused to be subdivided under the land use development regulations, Title 10 of the Honeyville City Code, certain property located in said CITY known as **Honeyville Farms**, hereinafter called "SUBDIVISION" consisting of certain lots and incidental street and water system improvements as specifically designated on the SUBDIVISION plats and engineering documents; and

WHEREAS, SUBDIVIDER has agreed and undertaken to complete the construction and installation of any off-site and on-site improvements and facilities in accordance with the terms of the CITY ordinances, and, per the approved subdivision improvement/construction plans and public works construction standards, the costs of which are set forth in the Engineer's estimate of cost thereof, a copy of which is attached hereto and marked as Exhibit "A" and made a part of this Agreement; and and

WHEREAS, the parties hereto have agreed that to insure the completion and guarantee performance of such off-site and on-site improvements and facilities by SUBDIVIDER, the SUBDIVIDER shall make a cash deposit or establish a line of credit with a FINANICIAL INSTITUTION for the sum of **SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY TWO & 75/100 Dollars (\$ 79,562.75)** or the purpose of guaranteeing to the CITY that said improvements and facilities are timely completed in accordance with the terms and conditions of this Agreement as hereinafter stated; and

WHEREAS, the value of the cash deposit or line of credit referenced above shall be equal to 115% of the estimated cost of construction plus the estimated cost for inspection of the guaranteed improvements by the CITY Engineer; and

WHEREAS, on-site improvements are defined as the proposed public infrastructure, public works improvements, and utilities within the boundary of the SUBDIVISION; and

WHEREAS, off-site improvements are defined as public infrastructure, public works improvements, and utilities constructed outside the SUBDIVISION boundary which are necessary to connect the nearest existing improved public roads and utilities to the new proposed roads and extend public infrastructure and utilities to the SUBDIVISION.

NOW, THEREFORE, for and in consideration of the promises and the covenants, terms and conditions as hereinafter set forth, it is agreed by the SUBDIVIDER and the CITY, as follows, to wit:

1. SUBDIVIDER shall make a cash deposit or establish a line of credit with a FINANCIAL INSTITUTION in favor of Honeyville City, by the _____ day of _____, **20 19** the sum of **SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY TWO & 75/100 Dollars (\$ 79,562.75)** as SUBDIVIDER's share of the estimated costs for installation of said improvements and facilities as specifically itemized in the Engineer's estimate attached hereto as Exhibit "A" for the purpose of guaranteeing the completion of said improvements on or before an anniversary period of two (2) years from the date of final approval by the CITY Council.

2. All of the parties hereto agree that the cash reserve surety on deposit or line of credit with the financial institution may be used in the following manner only, to wit:

(a) SUBDIVIDER shall notify the CITY Engineer of its intent to install or commence installation of each off-site and on-site improvements within 24 hours prior to commencement so that the CITY Engineer, or an authorized representative, may inspect and verify and approve such installation.

(b) Upon periodic completion of such off-site and on-site improvements, SUBDIVIDER may file with the CITY a written request for partial withdrawal from said SUBDIVISION improvements construction account for payment of such improvements or installations directly to the developer's contractor, or, reimbursement to the CITY Engineer for inspections by said CITY Engineer, which approval shall be given within ten (10) working days; and upon approval and acceptance by the CITY Engineer, CITY will authorize in writing to the FINANCIAL INSTITUTION to disburse direct payments, up to the Engineer's estimated cost of construction and inspections, to the SUBDIVIDER's contractor, or persons furnishing such services as requested by SUBDIVIDER, or the CITY Engineer. The cash reserve surety for construction of the SUBDIVISION improvements and guarantee of said improvements shall not be reduced to an amount less than the 15% surety value added to the estimated construction cost until all SUBDIVISION improvements have been approved by the CITY Engineer and finally accepted by the CITY and the guarantee period has lapsed.

(b) Upon periodic completion of such off-site and on-site improvements, SUBDIVIDER may file with the CITY Engineer a written request for partial withdrawal from said subdivision improvements construction account for payment of such improvements or installations directly to the developer's contractor, or, reimbursement to the CITY Engineer for inspections by said CITY Engineer, which approval shall be given within Ten (10) working days. CITY Engineer will authorize in writing to the ESCROW HOLDER to disburse direct payments, up to the Engineer's Estimate of costs of construction and inspections listed in Exhibit A, to the SUBDIVIDER's Contractor, or persons furnishing such services as requested by SUBDIVIDER,

or the CITY Engineer. The subdivision improvements construction account shall not be reduced to an amount less than the 15% Subdivision Guaranty Surety listed in attached Exhibit "A", which is valued at **TEN THOUSAND THREE HUNDRED SEVENTY SEVEN AND 75/100 DOLLARS (\$ 10,377.75)**, until all off-site and on-site subdivision improvements for the SUBDIVISION have been completed and approved by the CITY Engineer and finally accepted by the CITY at the time the guarantee period specified herein has lapsed. Release of the 15% Subdivision Guaranty Surety amount to the SUBDIVIDER must be authorized in writing by the CITY to the FINANCIAL INSTITUTION.

(c) Immediately upon completion of all off-site and on-site improvements and facilities as set forth in Engineer's Estimate, Exhibit "A", and the conditional acceptance and approval thereof by CITY Engineer, the CITY shall immediately authorize in writing, to the FINANCIAL INSTITUTION, a refund of the balance of the cash surety to the SUBDIVIDER if a positive balance exists after all payments due to Contractors and CITY Engineer have been made, or as directed in the written authorization, exclusive of the 15% additional surety value which will be retained until the guarantee period of 24 months has lapsed.

(d) As each payment and as final payment by the FINANCIAL INSTITUTION to SUBDIVIDER's Contractors is made, FINANCIAL INSTITUTION and/or SUBDIVIDER shall secure from such Contractor or person performing services good and sufficient lien waiver covering such work and materials.

(e) Nothing contained herein shall prevent SUBDIVIDER from paying any or all costs of improvements from separate financial sources or funds, should SUBDIVIDER determine to do so.

3. SUBDIVIDER agrees that all off-site and on-site improvements and facilities on said SUBDIVISION Plats and engineering drawings shall be completed within two (2) years from the date hereof of final approval by the CITY Council, (accepting road slurry seal coat improvements which are to be complete within three (3) years of said date), and in the event the SUBDIVIDER fails to complete such improvements within said time frame, then and in that event, the FINANCIAL INSTITUTION shall disburse directly to the CITY such funds, or part thereof, as the CITY may request as reimbursement for improvements caused to be constructed by the CITY for or in behalf of the CITY in completing the offsite improvements and or on-site improvements in said SUBDIVISION.

4. SUBDIVIDER agrees to guarantee the completed SUBDIVISION improvements for a period of twenty-four (24) months from the date that the CITY issues conditional acceptance of the improvements.

5. In no event shall the FINANCIAL INSTITUTION charge or claim a lien against any of the proceeds held hereunder for the benefit of the CITY for any other debt or obligation owed by SUBDIVIDER.

6. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, heirs and assigns.

7. SUBDIVIDER agrees to pay the FINANCIAL INSTITUTION all fees charged by said FINANCIAL INSTITUTION for its services and the performance of its duties and obligations under this instrument, but, shall not be payable from the funds secured for construction and guarantee of the improvements.

8. SUBDIVIDER by entering into this Agreement agrees to deposit cash with the Financial Institution, in favor of the CITY, equal to the amount as identified in Exhibit A. The SUBDIVIDER further understands that he/she/they shall be responsible for its share of the actual costs of on-site and off-site improvements, plus inspection and administration should the actual costs vary from or exceed the values estimated in Exhibit A attached herewith.

9. SUBDIVIDER agrees to reimburse, from the budgeted amount included in the Engineer's estimated cost, the CITY and/or the CITY Engineer for costs associated with inspecting off-site and on-site improvements construction and administration of requests for payment from the FINANCIAL INSTITUTION for periodic payment of improvements or installations.

10. If any party defaults in the terms, covenants and conditions of this agreement, the defaulting party shall pay all cost, expenses and attorney's fees for enforcement of the agreement.

IN WITNESS THEREOF, the parties have executed this Agreement in triplicate this _____ day of _____, 20 **19**, by the CITY acting by authority of its governing body and SUBDIVIDER and FINANCIAL INSTITUTION by proper authority.

SUBDIVIDER:

Tosh Farr

Julie Farr

ATTEST: _____
FOR SUBDIVIDER

CITY OF HONEYVILLE:

Boyd Bingham - Mayor

ATTEST: _____
City Clerk

FINANCIAL INSTITUTION - _____ :

(Print Name of Signature Below)

For: Financial Institution

ATTEST: _____
For: Financial Institution

EXHIBIT "A"

HONEYVILLE FARRMS SUBDIVISION - OPINION OF PROBABLE COST

These costs are options only and should not be considered as a formal construction estimate. These quantities and costs are based on information derived from the design drawings and are therefore subject to change. Ensign has no control over costs of labor, materials, bidding procedures, unidentified field conditions, or other factors. Ensign cannot and does not make any warranty, promise, or guarantee as to the accuracy of this estimate.

Project: Honeyville Farrms Subdivision
Project Location: Honeyville City, Utah
Project No: 8123
Date: Wednesday, January 23, 2019
Estimated By: T.SHAFFER



Item No.	Work Activity	Quantity	Unit	Unit Price		Total
2230	SITE PREPARATION					
	Mobilization, Bonding, Insurance (5%)	1	LS	\$3,500.00	\$/EA	\$3,500.00
	SUBTOTAL					\$3,500.00
2300	EARTHWORK					
	Grading Berms	1	LS	\$1,500.00	\$/EA	\$1,500.00
	Fill Onsite (1-foot berms)	50	CY	\$10.00	\$/CY	\$500.00
	SUBTOTAL					\$2,000.00
2751	SITE CONCRETE					
	Sidewalk (4-foot) include replacement along Hunsaker Property	800	SF	\$3.50	\$/SF	\$2,800.00
	Concrete Drive Approach	2	EA	\$2,500.00	\$/EA	\$5,000.00
	SUBTOTAL					\$7,800.00
2630	STORM DRAINAGE					
Note: insert pipe type (i.e. PVC, RCP, HDPE) for all pipe types.						
	18" HDPE Pipe	385	LF	\$40.00	\$/LF	\$15,400.00
	Cleanout Box	3	EA	\$3,200.00	\$/EA	\$9,600.00
	SUBTOTAL					\$25,000.00
2510	WATER DISTRIBUTION					
	Fire Hydrants (Complete with valve, corp stop, etc.)	1	EA	\$4,500.00	\$/EA	\$4,500.00
	Hot Tap Existing Waterline	1	EA	\$3,400.00	\$/EA	\$3,400.00
	3/4" Water Service (Include Water Can & Meter Setter)	3	EA	\$1,250.00	\$/EA	\$3,750.00
	SUBTOTAL					\$11,650.00

MISCELLANEOUS ITEMS

Rocky Mountain Power Service Connection Charge	1	LS	\$10,370.00	\$/LS	\$10,370.00
Dry Utility Trench w/ 3" conduit	295	LF	\$7.00	\$/LF	\$2,065.00
Bore for Power Line	60	LF	\$80.00	\$/LF	\$4,800.00
Public Improvements Inspection	1	LS	\$2,000.00	\$/LS	\$2,000.00

SUBTOTAL\$19,235.00

Project Summation

\$69,185.00

Contingency 15%

\$10,377.75

Project Total**\$79,562.75****Cost/Lot****\$26,520.92****APPROVED**

AS EXHIBIT "A"

By HAI STAFF at 10:00 am, Feb 21, 2019