

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

**October 8, 2019**

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 8, 2019, **commencing at 6:00 PM.**

The agenda consists of the following:

**Pledge of Allegiance:** Boyd Hansen

**Opening Prayer, Reading or Expression of Thought:** Boyd Hansen

**Declaration of Conflicts of Interest**

**Comments/Questions for the Mayor & Council** (public)

**Youth City Council Report**

**Consent:**

- Minutes of September 24, 2019 and September 25, 2019
- Bills of Pleasant View City

**Business:**

- 6:10 P.M. 1. Discussion and possible action to consider adopting a Development Agreement between Pleasant View City and Wadman Investments, LLC, allowing for water and sewer connections to property outside the City limits and providing for water use restrictions. (*Presenter: Bill Cobabe*)
- 6:30 P.M. 2. Discussion and possible action to enter into contract negotiations (scope and fee) with Bonneville Acquisitions for the Property Acquisition Services for the Zone 1 Reservoir and Transmission Line Project, with the possibility of expanding the scope of services. (*Presenter: Dana Shuler*)
- 6:40 P.M. 3. Discussion and possible action to grant final subdivision approval to Highland Meadows a 10 lot subdivision at approximately 4260 N 1100 W. Requester: Brent Bailey. (*Presenter: Bill Cobabe*)
- 6:50 P.M. 4. Discussion and possible action on approval of Change Order 2 for the 2019 Street Maintenance Project (a joint project with North Ogden City.) (*Presenter: Dana Shuler*)
- 6:55 P.M. 5. Discussion and possible action to grant a Local Consent for a Special Use Permit Pursuant to Department of Alcohol Beverage Control, State Code 32B-10 for CSM Bakery at 1400 W 2700 N for the use of alcohol as a functional ingredient in icing. (*Presenter: Laurie Hellstrom*)
- 7:00 P.M. 6. Discussion and possible action on approval of the Adequate Public Facilities Determination for Rocky Meadows Subdivision, Phase 1. (*Presenters: Bill Cobabe and Dana Shuler*)
- 7:10 P.M. 7. Closed Meeting.
8. Discussion and possible action from the closed meeting.

**Other Business**

**Adjournment**

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

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

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

**September 24, 2019**

**The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 6:00 P.M.**

**MAYOR:** Leonard Call

**COUNCILMEMBERS:** Jerry Burns  
Ken Francis  
Steve Gibson  
Boyd Hansen (*absent during consent item and part of #1*)  
Sara Urry

**STAFF:** Laurie Hellstrom Bill Cobabe  
Tyson Jackson Ryon Hadley

**VISITORS:** Ann Arrington Kevin Bailey  
Christy Bailey Dave Marriott  
Ambree Burggraaf

**Pledge of Allegiance:** Ken Francis

**Opening Prayer, Reading or Expression of Thought:** Ken Francis

**Declaration of Conflicts of Interest:**

None were given.

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

None were given.

**Youth City Council Report:**

Ambree Burggraaf: we had our first meeting two weeks ago. There were 40 of the 55 members in attendance. We did a scavenger hunt and we will be helping with the Pumpkin Palooza.

**Consent:**

Motion was made by CM Gibson to approve the consent items (minutes of September 7, 2019 and September 10, 2019 (open and closed). 2<sup>nd</sup> by CM Burns.  
Voting aye: CM Burns, CM Francis, CM Gibson, & CM Urry. 4-0.

**Business:**

**1. Public Hearing - Discussion and possible action to consider amending the General Plan under the Community Character Element for Affordable Housing. (Presenter: Bill Cobabe)**

Motion was made by CM Urry to go into a public hearing to consider amending the General Plan under the Community Character Element for Affordable Housing. 2<sup>nd</sup> by CM Francis. Voting aye: CM Burns, CM Francis, CM Gibson, & CM Urry. 4-0.

Bill Cobabe: you are all aware of the ongoing conversion of Affordable Housing in and around the state. The state legislature decided at the end of the last session to approve SB34 which ties our transportation funding to the adoption of at least three elements in the General Plan amendment. The reason for this I don't think that I have to get into. This was already in the state code and several of them were adopted into our code word for word. This represents a step back from that in regards to the number of things that the city was going to look at. In making it a requirement the city decides to dial them back. We had a pretty good discussion at the planning commission and I included the minutes in your staff report. We went through each one of these. The planning commission decided to pick the low hanging fruit and that is what is in your packet as the proposed language. It starts out with accessory dwelling units. That is item number E on the menu. One of the provisions in there is just for me and the planning commission voted in favor of this although it is not clear that they knew what they were voting for and frankly what this ultimately looks like. It is up to the city council and a potential zoning amendment. One of the clauses that I put in there was that the city may look at providing for detached accessory apartments as opposed to our code which currently only allows for attached accessory apartments. The reason for that is that there are places in the city that have structures that are apart from and detached from the main dwelling structure such as a barn, maybe or a pool house, or a guess house, in some places something over a detached garage. The nature of that is still much in flux on how that looks. If we were to do that we would need to specify where on the lot it could be located, the size of the structure, and probably put some architectural guidelines saying that it has to look like or blend in with the existing structure or the existing main residence. Those are zoning ordinance question not a general plan question. The general plan language just says we will think about it. CM Urry: so if this is adopted later on it would be addressed in the zoning and this is what it looks like? Mayor Call: maybe. Bill Cobabe: all we need to do is show that we did something towards progression towards adopting it. Once it is adopted we could put an application if and when that time ever comes. The planning commission thought that it was an easy low hanging fruit. We already allow for attached accessory apartments and planning commission thought that we could carry along with that. The next item that they looked at was to preserve moderate income housing. The cursory look that I did, we have over a 1,000 of these units between the apartments, town homes, twin homes and the trailer parks in the city. The planning commission felt that that was a pretty good number. Mayor Call: do you know the total number of dwellings in our city? Bill Cobabe: typically we look at sewer and water connections and I think we are around 3,300. Mayor Call: so it is almost 30%. That is a pretty good number I would think. Bill Cobabe: the planning commission felt good about that number and at least we are in a good place with moderate housing and that will be our effort to preserve that. In looking at the Form Base Code as it comes on line we will provide for multi-family housing where the current trailer park is located so you are swapping one form of moderate housing for another. CM Urry: so that would be a mixed use? Bill Cobabe: it would be a mix used situation. That is how we will preserve that moderate housing section. The last one is this item number O. It says implement a mortgage assistance program for employees of the municipality or an employer that provides contracted services to the municipality. This is pretty open ended as well. What this looks like and how this looks like is completely up to us or up to the city council and the administration of that would

be left up to staff to maintain but as far as budgeting and how much we would allocate towards that is completely up to the city council and it would probably be on a need case and a first come first service basis. Obviously the city values its employees and that kind of assistance could come in handy if and when live tragedy happen and or when specific need arise. The other suggestion from the planning commission was a relocation assistance that could be made available if people move to Pleasant View. If employees of the city wanted to move to Pleasant View City rather than a mortgage assistance thing. Either help pay a mortgage or help with relocation. CM Urry: the council set the parameters. Bill Cobabe: yes the council sets the parameters and once agreed upon and a policy in place we would just administrate that as normal like the tuition assistance. Those are the three things that the planning commission decided to look at. It is ironic that we had six or seven things from the state code and we are eliminating all those and putting in the three easier low hanging fruit kind of items as a replacement. The planning commission held a public hearing and voted in favor of sending a positive recommendation of these changes to the General Plan to the city council. Mayor Call asked for comments from the public. Laurie Hellstrom: This has the appearance of being a sneaky way for the City to increase density; and it seems like a sneaky way to allow development to add an additional impact without paying a dime. As you look around the city there is a feeling of openness. Steve Gibson mentions this often. That is one quality that makes Pleasant View what it is. All of us residents bought into these 1/3 acre lots and 1/2 acre lots and what comes with it. I don't think it is right to take this amenity away from the residents. We will probably see vacant lots and vacant land get subdivision approvals for  $\approx 15/20$  lots which is really  $\approx 30/40$  lots. The builder will pick-up a permit for the first building and pay all the fees and then they will pick-up the permit for the second building but they will not pay the water impact fee, sewer impact fees, storm sewer impact fee, CWSID impact fee. I don't know about the fire department impact fee. We are doubling the density without getting paid for it. The attached accessory apartment and the detached accessory apartment are two different beasts. The AAA requires the home owner to live there. The home stays looking like a home. If the home owner doesn't like how things are working they can revoke it. If the city doesn't like what is happening they can revoke it. With the detached accessory apartment it would be difficult to require the home owner to live there, similar to rental units. It would increase density. If the city had a problem with it they couldn't revoke what they allowed to happen. If the City sometime in the future wants to increase density let the residents know. Create a proper place for it. Create its own zoning ordinance. I would suggest striking detached accessory apartment from the ordinance. The City is required to have 'three' Affordable Housing Elements and by striking that we will still be in compliance with the law. If you leave it in the ordinance - It is like taking a small child to the store and putting a lollipop in the grocery cart. When you get home are you ready to start hearing all the crying, whining and begging from the child/developer? And are you willing to pay any dental fees? They know that lollipop is in the bag and they want it. That is not the correct tool for Pleasant View. Mayor Call: any other comments from the public? Seeing no other, do I have a motion to close the public hearing?

Motion was made by CM Gibson to close the public hearing. 2<sup>nd</sup> by CM Burns.  
Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

Discussion: CM Gibson: I am so glad that this was brought up. I had the exact feeling of where does that end. I can see a garage but it opens it up to having countless things on the property. I agree with that is a problem thing. If you look at item number H. That would be an easy thing to put in. We have a transit area there. Mayor Call: we don't need to substitute. We can just strike that last sentence with detached accessory apartments. CM Urry: because we already met the requirement? Mayor Call: correct. I had the same concerns. I was like okay. We could draft an ordinance on how we want it to look but a year or two or five years from now who knows. CM Gibson: where does it end? You give a little and they take a lot. I don't know how you control that. Mayor Call: once it is introduced into the code where does it go? CM Urry: there was some discussion at last planning commission meeting and that there was some confusion on what was actually adopted and a few members of the planning commission mentioned that is not what we adopted and that is not what it looked like. I already express my concerns to Bill. It is too vague. CM Burns: are you speaking of the detached accessory apartments? CM Urry: yes. They were worried about the density that would occur on lots. CM Burns: Bill could you review those items that are being deleted from the General Plan? Bill Cobabe: look in your staff report and those items that are strikethrough. Bill Cobabe: I don't want to be defensive. This was just truly meant as a suggestion and perhaps an item for discussion. Any code could be well drafted in such a way that accessory dwelling units would provide a maximum lot coverage which we already have in our ordinance. We could have maximum square feet on a detached unit. You are right. The concern could be that it could grow but I could also argue the other way that if it becomes a concern you could strike it altogether and get rid of it. I appreciate the concerns but any code that would follow. Laurie is right about the impact fees but we could say that if you are doing a detached dwelling unit you are responsible for impact fees. Laurie Hellstrom: you would have to change all the impact fee reports. Bill Cobabe: so we could change all the reports. My point is that we could craft it in a way that it addresses these concerns. The question is this something we want to pursue? It was purposely written in a vague way to allow for flexibility and expansion. In a General Plan I didn't want to provide specific guide lines. Ann Arrington: the planning commission was talking about this and it was my understanding that when we passed it or brought it forward to you is that we talked about having the detached as an option for the future. When we sent it to you we are saying attached is good and later on we could think about detached. We can talk about detached down the road but attached right now. Bill Cobabe: you are right. There is no time frame associated with that. Mayor Call: I still have the concern. I think we can draft it the way we envision it and put firm restrictions but once it is in there what happens ten years from now? A new mayor and council could say that it is too restrictive. CM Urry: leave it out of the General Plan. Vagueness leads to actuality quit often and it depends on who is interpreting it.

Motion was made by CM Urry to approve the amendment to the General Plan with striking the Detached Accessory Apartments form item #1 of Ordinance 2019-4. 2<sup>nd</sup> by CM Burns.

Discussion: CM Hansen: sorry that I was late in the discussion. We are already in compliance right now. Why are we even discussing this? Bill Cobabe: state code requires us to have these things in our code and to report on them in a year and every year from then on as to what we are doing to follow the guidelines in our General Plan.

Right now we have seven items that we would have to report on in order get our transportation funding. If we simplify it, we simplify the reporting as well. Pick the things that we like and that fit better with our city.

Roll call vote. Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

**2. Public Hearing – Discussion and possible action to consider amending the 2019-2020 fiscal year budget (Resolution 2019-I). (Presenter: Laurie Hellstrom)**

Motion was made by CM Gibson to go into a public hearing to consider amending the fiscal year budget (Resolution 2019-I). 2<sup>nd</sup> by CM Burns. Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

Laurie Hellstrom referred to the attachment to the resolution. The changes are projects that were budgeted in the prior year and have not been completed and we are moving the balance to the current year.

Motion was made by CM Gibson to end the public hearing. 2<sup>nd</sup> by CM Urry. Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

Motion was made by CM Gibson to amend the budget as stated in Resolution 2019-I. 2<sup>nd</sup> by CM Francis. Roll call vote. Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

**3. Request approval to seek sealed bids for a Street Sweeper. (Presenter: Tyson Jackson)**

Tyson Jackson: the purchase of the sweeper is in the budget. I looked at state contracts there are three but not the one that would fit our needs better and pay less. Discussed the various types of sweepers. Tyson Jackson: we will put out the specs that we want. CM Gibson: I want to see more than one bid.

Motion was made by CM Hansen to move forward with quotes on the street sweeper. 2<sup>nd</sup> by CM Francis. Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

**4. Discussion and possible action to consider amending the consolidated Fee Schedule to amend the garbage can fee on building permits from \$83.00 to \$84.00 and the replacement garbage can fee from \$41.50 to \$42.00 (Resolution 2019-J) (Presenter: Laurie Hellstrom)**

Laurie Hellstrom: we pass along the actual costs of the cans. The cost has gone up.

Motion was made by CM Francis to amend the fees as stated in Resolution 2019-J. 2<sup>nd</sup> by CM Hansen. Roll call vote. Voting aye: CM Burns, CM Francis, CM Gibson, CM Hansen & CM Urry. 5-0.

**5. Closed Meeting.**

No closed meeting.

**6. Discussion and possible action from the closed meeting.**

No closed meeting.

**Other Business:**

Ryon Hadley: Officer Gillies is resigning. We will hire internal first and see if there are any takers. Officer Wilson will be coming back to work tomorrow night but the canine officer is reassigned to Officer Benson and they will work together with the transition. We completed our OSHA requirements. We are getting the new trucks in. Some of the staff is at TAC training this week in St. George.

Tyson Jackson: we are missing easements on 1000 W. Mayor Call: property will need to be acquired. Tyson Jackson: the first step is that we need to own the property to do the work there. Masyn and Mike will be out for a water and sewer certification. The striping should be started on Thursday or Friday and then stenciling can be done. The sports park is being cleaned to be a park and not a storm basin. We need to get safety grates and do seeding. Mayor Call: are we done asphaltting? At the bottom of 600 W and 2550 N it could use some. Tyson Jackson: we will be beefing up the road edges.

Bill Cobabe: I commend the Chief for doing a good job. At the League Conference there was training on how to take care of the police officers. With land use it used to be we wanted to go after the big box but energy is better spent on higher density and business density as we look at the Form Base Code. The negativity on the Form Base Code in Farrwest is coming from the planning commission and not the city council. Any efforts to have meetings with property owners on the hill – I have not heard back but I will keep trying. They have no reason to call back.

Laurie Hellstrom: the business license list and the financials are in your packet. We will start turning over information to the auditors.

CM Hansen: what about the additional gravel pit on the hill? Bill Cobabe: Shawn Wilson with Weber County will be sending their enforcement people out on it.

CM Gibson: Ryon Hadley came to a block party on neighborhood watch and he did a good job. With all the crime in the city we need to look out for each other and it takes the city to do that. We need to get something happening.

Mayor Call: remember tomorrow's meeting from 4:00P.M.-6:00P.M. Bill Cobabe: just the northern portion was invited.

**Adjournment: 7:01 P.M.**

**MINUTES OF A SPECIAL MEETING OF THE  
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

**September 25, 2019**

**The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 4:00 P.M.**

**MAYOR:** Leonard Call

**COUNCILMEMBERS:** Jerry Burns  
Ken Francis (*absent*)  
Steve Gibson  
Boyd Hansen (*absent*)  
Sara Urry

**STAFF:** Bill Cobabe

**Business:**

4:00 P.M – 6:00 P.M.. 1. Wasatch Choice Implementation Workshop – North Weber County.  
(Presenters: Wasatch Front Regional Council, Utah League of Cities and Town, UDOT, and UTA)

*This workshop was specifically designed for local government leaders – mayors/commissioners, council members, planning commission, and key staff. They will explore land use, economic development, and transportation challenges and opportunities in your area – all supported with new data. They will also discuss changes to state law that affect both requirements for your general plans and the way we compete for transportation funding.*

Discussion only with various entities.

**Adjournment: 6:00 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 |
|-------------------------------------------------|----------------|-----------------------------------------------|--------------|--------------------|-------------|
| <b>10-13120 DEVELOPMENT RECEIVABLES</b>         |                |                                               |              |                    |             |
| JONES & ASSOCIATES                              | 19203          | DEVELOPER RECEIVABLES                         | 09/01/2019   | 1,265.00           | 1,265.00    |
| Total 10-13120 DEVELOPMENT RECEIVABLES:         |                |                                               |              | 1,265.00           | 1,265.00    |
| <b>10-22500 INSURANCE PAYABLE</b>               |                |                                               |              |                    |             |
| AFLAC                                           | 349405         | MONTHLY INSURANCE PREMIUM                     | 09/01/2019   | 126.22             | 126.22      |
| HEALTH EQUITY INC.                              | 1RCA9GS        | HSA FEES                                      | 07/05/2019   | 2.25               | 2.25        |
| HEALTH EQUITY INC.                              | XF8TFO         | HSA FEES                                      | 09/06/2019   | 2.25               | 2.25        |
| PEHP-LTD                                        | 091419         | LTD COVERAGE                                  | 09/14/2019   | 254.38             | 254.38      |
| WASHINGTON NATIONAL INS C                       | P1942702       | SECONDARY INSURANCE                           | 09/01/2019   | 86.65              | 86.65       |
| Total 10-22500 INSURANCE PAYABLE:               |                |                                               |              | 471.75             | 471.75      |
| <b>10-22600 FLEX SPENDING PAYABLE</b>           |                |                                               |              |                    |             |
| PEHP-FLEX                                       | 091419         | FLEX SPENDING PROGRAM                         | 09/14/2019   | 631.68             | 631.68      |
| PEHP-FLEX                                       | 091419         | FLEX SPENDING PROGRAM                         | 09/14/2019   | 631.68             | 631.68      |
| Total 10-22600 FLEX SPENDING PAYABLE:           |                |                                               |              | 1,263.36           | 1,263.36    |
| <b>10-42-310 PROFESSIONAL &amp; TECHNICAL</b>   |                |                                               |              |                    |             |
| GAGE ARNOLD                                     | 092019         | MONTHLY ATTORNEY SERVICE                      | 09/01/2019   | 528.55             | 528.55      |
| Total 10-42-310 PROFESSIONAL & TECHNICAL:       |                |                                               |              | 528.55             | 528.55      |
| <b>10-44-310 PROFESSIONAL &amp; TECHNICAL</b>   |                |                                               |              |                    |             |
| CASSELLE                                        | 97003          | CONTRACT SUPPORT & MAINTENANCE                | 09/01/2019   | 187.50             | 187.50      |
| Total 10-44-310 PROFESSIONAL & TECHNICAL:       |                |                                               |              | 187.50             | 187.50      |
| <b>10-47-310 PROFESSIONAL/TECHNICAL SERVICE</b> |                |                                               |              |                    |             |
| CASSELLE                                        | 97003          | CONTRACT SUPPORT & MAINTENANCE                | 09/01/2019   | 187.50             | 187.50      |
| Total 10-47-310 PROFESSIONAL/TECHNICAL SERVICE: |                |                                               |              | 187.50             | 187.50      |
| <b>10-49-300 ENGINEER</b>                       |                |                                               |              |                    |             |
| AERO-GRAPHICS                                   | 20996          | WALL PHOTOS                                   | 08/29/2019   | 1,000.00           | 1,000.00    |
| JONES & ASSOCIATES                              | 19202          | GENERAL ENGINEERING COORDINATION              | 09/01/2019   | 1,375.00           | 1,375.00    |
| JONES & ASSOCIATES                              | 19202          | GENERAL INFORMATION RELATED TO POTENTIAL DEVE | 09/01/2019   | 82.50              | 82.50       |
| JONES & ASSOCIATES                              | 19202          | POTENTIAL REVISIONS TO CITY CODE              | 09/01/2019   | 660.00             | 660.00      |
| JONES & ASSOCIATES                              | 19202          | WEBER INDUSTRIAL PARK ANNEXATION EVALUATION   | 09/01/2019   | 275.00             | 275.00      |
| JONES & ASSOCIATES                              | 19204          | STREETS MAP                                   | 09/01/2019   | 118.50             | 118.50      |
| JONES & ASSOCIATES                              | 19204          | UTILITY MAPS - GENERAL                        | 09/01/2019   | 355.50             | 355.50      |
| JONES & ASSOCIATES                              | 19204          | AERIAL MAP                                    | 09/01/2019   | 395.00             | 395.00      |
| Total 10-49-300 ENGINEER:                       |                |                                               |              | 4,261.50           | 4,261.50    |
| <b>10-49-310 ATTORNEY</b>                       |                |                                               |              |                    |             |
| HELGESEN, HOUTZ & JONES                         | 090119         | ATTORNEY'S FEES                               | 09/01/2019   | 1,080.00           | 1,080.00    |
| Total 10-49-310 ATTORNEY:                       |                |                                               |              | 1,080.00           | 1,080.00    |

| Vendor Name                                     | Invoice Number | Description                            | Invoice Date | Net Invoice Amount | Amount Paid |
|-------------------------------------------------|----------------|----------------------------------------|--------------|--------------------|-------------|
| <b>10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.</b> |                |                                        |              |                    |             |
| MODEL LINEN SUPPLY                              | 1198429        | MAT MAINTENANCE                        | 08/27/2019   | 98.38              | 98.38       |
| Total 10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.: |                |                                        |              | 98.38              | 98.38       |
| <b>10-50-280 TELEPHONE</b>                      |                |                                        |              |                    |             |
| CENTURY LINK                                    | 082219         | PHONES                                 | 08/22/2019   | 64.76              | 64.76       |
| Total 10-50-280 TELEPHONE:                      |                |                                        |              | 64.76              | 64.76       |
| <b>10-53-220 PUBLIC NOTICES</b>                 |                |                                        |              |                    |             |
| OGDEN PUBLISHING CORP                           | 0819100306     | MARK GREEN -ZONE CHANGE                | 08/31/2019   | 54.25              | 54.25       |
| OGDEN PUBLISHING CORP                           | 0819100306     | PRELIMINARY FOR SERENITY               | 08/31/2019   | 54.25              | 54.25       |
| OGDEN PUBLISHING CORP                           | 0819100306     | GP -AFFORDABLE HOUSING                 | 08/31/2019   | 63.25              | 63.25       |
| Total 10-53-220 PUBLIC NOTICES:                 |                |                                        |              | 171.75             | 171.75      |
| <b>10-53-310 PROFESSIONAL/TECHINCAL SERVICE</b> |                |                                        |              |                    |             |
| SNOW CHRISTENSEN & MARTI                        | 459223         | ATTORNEY FEES                          | 09/09/2019   | 354.00             | 354.00      |
| Total 10-53-310 PROFESSIONAL/TECHINCAL SERVICE: |                |                                        |              | 354.00             | 354.00      |
| <b>10-54-240 OFFICE SUPPLIES AND EXPENSE</b>    |                |                                        |              |                    |             |
| OFFICE DEPOT                                    | 368289422001   | PD OFFICE SUPPLIES                     | 08/23/2019   | 42.91              | 42.91       |
| Total 10-54-240 OFFICE SUPPLIES AND EXPENSE:    |                |                                        |              | 42.91              | 42.91       |
| <b>10-54-250 SUPPLIES/MAINTENANCE</b>           |                |                                        |              |                    |             |
| UTAH COMMUNICATIONS, INC.                       | 125527         | POLICE RADIO SUPPLIES                  | 08/27/2019   | 242.00             | 242.00      |
| Total 10-54-250 SUPPLIES/MAINTENANCE:           |                |                                        |              | 242.00             | 242.00      |
| <b>10-54-251 VEHICLE:FUEL</b>                   |                |                                        |              |                    |             |
| STATE OF UTAH GASCARD                           | NP56868816     | PD VEHICLE FUEL                        | 09/02/2019   | 834.50             | 834.50      |
| TOM RANDALL DISTRIBUTING                        | 0295840        | FUEL - POLICE DEPT                     | 08/29/2019   | 1,317.58           | 1,317.58    |
| Total 10-54-251 VEHICLE:FUEL:                   |                |                                        |              | 2,152.08           | 2,152.08    |
| <b>10-58-310 PROFESSIONAL &amp; TECHNICAL</b>   |                |                                        |              |                    |             |
| SUNRISE ENGINEERING INC                         | 0105436        | SERVICES THROUGH AUGUST 31, 2019       | 09/10/2019   | 5,110.00           | 5,110.00    |
| Total 10-58-310 PROFESSIONAL & TECHNICAL:       |                |                                        |              | 5,110.00           | 5,110.00    |
| <b>10-60-251 VEHICLE:FUEL</b>                   |                |                                        |              |                    |             |
| TOM RANDALL DISTRIBUTING                        | 0295840        | FUEL - PUBLIC WORKS DEPT               | 08/29/2019   | 368.92             | 368.92      |
| Total 10-60-251 VEHICLE:FUEL:                   |                |                                        |              | 368.92             | 368.92      |
| <b>10-60-310 PROFESSIONAL/TECHNICAL SERVICE</b> |                |                                        |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | 2018 STREET MAINTENANCE                | 09/01/2019   | 201.00             | 201.00      |
| JONES & ASSOCIATES                              | 19202          | 2019 STEET LIGHTING EVALUATION         | 09/01/2019   | 767.25             | 767.25      |
| JONES & ASSOCIATES                              | 19202          | 2019 STREET MAINTENANCE                | 09/01/2019   | 247.50             | 247.50      |
| JONES & ASSOCIATES                              | 19202          | 1000 WEST STREET IMPROVEMENTS (DESIGN) | 09/01/2019   | 110.00             | 110.00      |
| Total 10-60-310 PROFESSIONAL/TECHNICAL SERVICE: |                |                                        |              | 1,325.75           | 1,325.75    |
| <b>10-70-251 VEHICLE:FUEL</b>                   |                |                                        |              |                    |             |
| TOM RANDALL DISTRIBUTING                        | 0295840        | FUEL - PARKS                           | 08/29/2019   | 395.29             | 395.29      |

| Vendor Name                                     | Invoice Number | Description                                 | Invoice Date | Net Invoice Amount | Amount Paid |
|-------------------------------------------------|----------------|---------------------------------------------|--------------|--------------------|-------------|
| Total 10-70-251 VEHICLE:FUEL:                   |                |                                             |              | 395.29             | 395.29      |
| <b>10-71-310 PROFESSIONAL/TECHINCAL SERVICE</b> |                |                                             |              |                    |             |
| UTAH CORRECTIONAL INDUST                        | 207UC000000    | RECREATION - EMBROIDERY FOR SHIRTS          | 07/10/2019   | 74.49              | 74.49       |
| Total 10-71-310 PROFESSIONAL/TECHINCAL SERVICE: |                |                                             |              | 74.49              | 74.49       |
| <b>10-75-670 FOUNDERS' DAY</b>                  |                |                                             |              |                    |             |
| UTAH CORRECTIONAL INDUST                        | 197UC000000    | FD DATE CHANGE STICKERS                     | 05/08/2019   | 92.02              | 92.02       |
| Total 10-75-670 FOUNDERS' DAY:                  |                |                                             |              | 92.02              | 92.02       |
| <b>40-46-310 PROFESSIONAL &amp; TECHNICAL</b>   |                |                                             |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | MULTI-SPORTS COMPLEX-UTILITIES TO SITE      | 09/01/2019   | 201.00             | 201.00      |
| JONES & ASSOCIATES                              | 19202          | MULTI-SPORTS COMPEX-RESTROOM                | 09/01/2019   | 247.50             | 247.50      |
| JONES & ASSOCIATES                              | 19202          | MULTI-SPORTS COMPLEX-PARKING LOT            | 09/01/2019   | 228.50             | 228.50      |
| JONES & ASSOCIATES                              | 19202          | MULTI-SPORTS COMPLEX-UDOT ACCESS PERMITTING | 09/01/2019   | 220.00             | 220.00      |
| Total 40-46-310 PROFESSIONAL & TECHNICAL:       |                |                                             |              | 897.00             | 897.00      |
| <b>41-40-251 VEHICLE:FUEL</b>                   |                |                                             |              |                    |             |
| TOM RANDALL DISTRIBUTING                        | 0295840        | FUEL - STORM WATER DEPT                     | 08/29/2019   | 131.76             | 131.76      |
| Total 41-40-251 VEHICLE:FUEL:                   |                |                                             |              | 131.76             | 131.76      |
| <b>41-40-310 PROFESSIONAL/TECHINCAL SERVICE</b> |                |                                             |              |                    |             |
| CASELLE                                         | 97003          | CONTRACT SUPPORT & MAINTENANCE              | 09/01/2019   | 75.00              | 75.00       |
| JONES & ASSOCIATES                              | 19202          | WEBER COUNTY STORM WATER COALITION          | 09/01/2019   | 49.00              | 49.00       |
| JONES & ASSOCIATES                              | 19202          | HORSESHOE DETENTION BASIN                   | 09/01/2019   | 82.50              | 82.50       |
| JONES & ASSOCIATES                              | 19204          | UTILITY MAPS-STORM DRAIN                    | 09/01/2019   | 301.25             | 301.25      |
| Total 41-40-310 PROFESSIONAL/TECHINCAL SERVICE: |                |                                             |              | 507.75             | 507.75      |
| <b>41-40-510 DISPOSAL</b>                       |                |                                             |              |                    |             |
| MOULDING & SONS LANDFILL L                      | 54000          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 87.36              | 87.36       |
| MOULDING & SONS LANDFILL L                      | 54002          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 115.68             | 115.68      |
| MOULDING & SONS LANDFILL L                      | 54009          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 84.32              | 84.32       |
| MOULDING & SONS LANDFILL L                      | 54011          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 121.12             | 121.12      |
| MOULDING & SONS LANDFILL L                      | 54018          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 94.24              | 94.24       |
| MOULDING & SONS LANDFILL L                      | 54024          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 89.92              | 89.92       |
| MOULDING & SONS LANDFILL L                      | 54029          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 85.92              | 85.92       |
| MOULDING & SONS LANDFILL L                      | 54035          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 79.20              | 79.20       |
| MOULDING & SONS LANDFILL L                      | 54043          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 86.72              | 86.72       |
| MOULDING & SONS LANDFILL L                      | 54045          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 87.68              | 87.68       |
| MOULDING & SONS LANDFILL L                      | 54059          | SWEEPER TAILINGS DISPOSAL                   | 08/01/2019   | 97.28              | 97.28       |
| Total 41-40-510 DISPOSAL:                       |                |                                             |              | 1,029.44           | 1,029.44    |
| <b>41-40-610 MISCELLANEOUS SUPPLIES</b>         |                |                                             |              |                    |             |
| BLUE STAKES OF UTAH                             | UT20191668     | BLUE STAKES                                 | 08/31/2019   | 33.41              | 33.41       |
| Total 41-40-610 MISCELLANEOUS SUPPLIES:         |                |                                             |              | 33.41              | 33.41       |
| <b>41-46-310 PROFESSIONAL &amp; TECHNICAL</b>   |                |                                             |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | 2018 STORM WATER CFP, IFFP AND IFA          | 09/01/2019   | 15,494.25          | 15,494.25   |
| JONES & ASSOCIATES                              | 19202          | 2018 STORM WATER PROJECT                    | 09/01/2019   | 146.00             | 146.00      |

| Vendor Name                                     | Invoice Number | Description                                    | Invoice Date | Net Invoice Amount | Amount Paid |
|-------------------------------------------------|----------------|------------------------------------------------|--------------|--------------------|-------------|
| Total 41-46-310 PROFESSIONAL & TECHNICAL:       |                |                                                |              | 15,640.25          | 15,640.25   |
| <b>43-40-730 IMPROVEMENTS CONSTRUCTION</b>      |                |                                                |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | CITY MAINTNENANCE BUILDING REPLACEMENT         | 09/01/2019   | 165.00             | 165.00      |
| Total 43-40-730 IMPROVEMENTS CONSTRUCTION:      |                |                                                |              | 165.00             | 165.00      |
| <b>45-46-240 OFFICE SUPPLIES AND EXPENSE</b>    |                |                                                |              |                    |             |
| CASELLE                                         | 97003          | CONTRACT SUPPORT & MAINTENANCE                 | 09/01/2019   | 75.00              | 75.00       |
| Total 45-46-240 OFFICE SUPPLIES AND EXPENSE:    |                |                                                |              | 75.00              | 75.00       |
| <b>45-46-310 PROFESSIONAL &amp; TECHNICAL</b>   |                |                                                |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | 4300 NORTH CONSTRUCTION-350 W TO 500 W (CONSTR | 09/01/2019   | 402.00             | 402.00      |
| Total 45-46-310 PROFESSIONAL & TECHNICAL:       |                |                                                |              | 402.00             | 402.00      |
| <b>51-40-250 EQUIP/SUPPLIES/MAINTENANCE</b>     |                |                                                |              |                    |             |
| SMITH & EDWARDS CO.                             | 171493         | REPLACEMENT BATTERIES                          | 08/07/2019   | 12.34              | 12.34       |
| THATCHER COMPANY                                | 1476562        | 100 LBS CHLORINE                               | 08/21/2019   | 857.63             | 857.63      |
| THATCHER COMPANY                                | 1476563        | RETURNED CYLINDER                              | 08/21/2019   | 350.00-            | 350.00-     |
| Total 51-40-250 EQUIP/SUPPLIES/MAINTENANCE:     |                |                                                |              | 519.97             | 519.97      |
| <b>51-40-251 VEHICLE:FUEL</b>                   |                |                                                |              |                    |             |
| TOM RANDALL DISTRIBUTING                        | 0295840        | FUEL - WATER DEPT                              | 08/29/2019   | 210.81             | 210.81      |
| Total 51-40-251 VEHICLE:FUEL:                   |                |                                                |              | 210.81             | 210.81      |
| <b>51-40-270 UTILITIES</b>                      |                |                                                |              |                    |             |
| ROCKY MOUNTAIN POWER                            | 082719         | 129 W 4600 N                                   | 08/27/2019   | 1,082.73           | 1,082.73    |
| Total 51-40-270 UTILITIES:                      |                |                                                |              | 1,082.73           | 1,082.73    |
| <b>51-40-310 PROFESSIONAL/TECHINCAL SERVICE</b> |                |                                                |              |                    |             |
| BADGER METER                                    | 80037553       | AUTO READ SERVICE                              | 08/29/2019   | 228.73             | 228.73      |
| CASELLE                                         | 97003          | CONTRACT SUPPORT & MAINTENANCE                 | 09/01/2019   | 75.00              | 75.00       |
| CHEMTECH-FORD                                   | 1910164        | 5 ROUTINE BAC T'S                              | 09/05/2019   | 100.00             | 100.00      |
| JONES & ASSOCIATES                              | 19202          | BOWCUT TRANSFER TO BONA VISTA ID               | 09/01/2019   | 357.50             | 357.50      |
| JONES & ASSOCIATES                              | 19204          | UTILITY MAPS-CUILINARY WATER                   | 09/01/2019   | 211.25             | 211.25      |
| Total 51-40-310 PROFESSIONAL/TECHINCAL SERVICE: |                |                                                |              | 972.48             | 972.48      |
| <b>51-40-610 MISCELLANEOUS SUPPLIES</b>         |                |                                                |              |                    |             |
| BLUE STAKES OF UTAH                             | UT20191668     | BLUE STAKES                                    | 08/31/2019   | 33.40              | 33.40       |
| Total 51-40-610 MISCELLANEOUS SUPPLIES:         |                |                                                |              | 33.40              | 33.40       |
| <b>51-46-550 BOND AGENT FEES</b>                |                |                                                |              |                    |             |
| US BANK                                         | 5467817        | 2012 BOND ADMIN FEE                            | 08/23/2019   | 1,250.00           | 1,250.00    |
| Total 51-46-550 BOND AGENT FEES:                |                |                                                |              | 1,250.00           | 1,250.00    |
| <b>51-46-730 IMPROVEMENTS-CONSTRUCTION</b>      |                |                                                |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | ZONE 1 RESERVOIR-SITING STUDY                  | 09/01/2019   | 55.00              | 55.00       |
| JONES & ASSOCIATES                              | 19202          | ZONE 1 RESERVOIR-PROPERTY NEGOTIATION/ACQUISI  | 09/01/2019   | 825.00             | 825.00      |

| Vendor Name                                     | Invoice Number | Description                              | Invoice Date | Net Invoice Amount | Amount Paid |
|-------------------------------------------------|----------------|------------------------------------------|--------------|--------------------|-------------|
| Total 51-46-730 IMPROVEMENTS-CONSTRUCTION:      |                |                                          |              | 880.00             | 880.00      |
| <b>53-40-251 VEHICLE:FUEL</b>                   |                |                                          |              |                    |             |
| TOM RANDALL DISTRIBUTING                        | 0295840        | FUEL - SEWER                             | 08/29/2019   | 210.81             | 210.81      |
| Total 53-40-251 VEHICLE:FUEL:                   |                |                                          |              | 210.81             | 210.81      |
| <b>53-40-310 PROFESSIONAL/TECHINCAL SERVICE</b> |                |                                          |              |                    |             |
| CASELLE                                         | 97003          | CONTRACT SUPPORT & MAINTENANCE           | 09/01/2019   | 75.00              | 75.00       |
| JONES & ASSOCIATES                              | 19204          | UTILITY MAPS-SEWER                       | 09/01/2019   | 195.00             | 195.00      |
| Total 53-40-310 PROFESSIONAL/TECHINCAL SERVICE: |                |                                          |              | 270.00             | 270.00      |
| <b>53-40-610 MISCELLANEOUS SUPPLIES</b>         |                |                                          |              |                    |             |
| BLUE STAKES OF UTAH                             | UT20191668     | BLUE STAKES                              | 08/31/2019   | 33.41              | 33.41       |
| Total 53-40-610 MISCELLANEOUS SUPPLIES:         |                |                                          |              | 33.41              | 33.41       |
| <b>55-40-310 PROFESSIONAL AND TECH SERV</b>     |                |                                          |              |                    |             |
| CASELLE                                         | 97003          | CONTRACT SUPPORT & MAINTENANCE           | 09/01/2019   | 75.00              | 75.00       |
| Total 55-40-310 PROFESSIONAL AND TECH SERV:     |                |                                          |              | 75.00              | 75.00       |
| <b>55-40-500 COLLECTION-GARBAGE</b>             |                |                                          |              |                    |             |
| ECONO WASTE                                     | 492389         | SOLID WASTE                              | 09/01/2019   | 10,041.10          | 10,041.10   |
| Total 55-40-500 COLLECTION-GARBAGE:             |                |                                          |              | 10,041.10          | 10,041.10   |
| <b>55-40-501 COLLECTION-RECYCLING</b>           |                |                                          |              |                    |             |
| ECONO WASTE                                     | 492389         | RECYCLING                                | 09/01/2019   | 6,612.00           | 6,612.00    |
| Total 55-40-501 COLLECTION-RECYCLING:           |                |                                          |              | 6,612.00           | 6,612.00    |
| <b>60-46-310 PROFESSIONAL SERVICES</b>          |                |                                          |              |                    |             |
| JONES & ASSOCIATES                              | 19202          | RULON WHITE BLVD EXTENSION -FINAL DESIGN | 09/01/2019   | 412.50             | 412.50      |
| Total 60-46-310 PROFESSIONAL SERVICES:          |                |                                          |              | 412.50             | 412.50      |
| Grand Totals:                                   |                |                                          |              | 61,223.33          | 61,223.33   |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid |
|-------------|----------------|-------------|--------------|--------------------|-------------|
|-------------|----------------|-------------|--------------|--------------------|-------------|

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.



# City Council Staff Memorandum

## Wadman Property Development Agreement

~~August 28, 2018~~

Oct 8, 2019

### BACKGROUND

In January 2004, the City entered into a development agreement with the owners of property near Pole Patch (Wadman Property). As part of that agreement, the City agreed to provide 200 residential culinary water connections upon payment of fees and according to the City's standard water rates. The Wadman property was needed to construct a well and storage tank on the property, and 1 ½ acres was given to the City, together with \$35,000 and other easements in and through the property as required.

In April 2005, the City entered an additional agreement, wherein the property was actually dedicated to the City, and in which an "alternate system" was contemplated that would involve two smaller tanks (rather than the original 750,000 gallon tank). Wadman agreed to pay for any additional costs over the agreed upon amount. The City reiterated the agreement to provide up to 200 culinary water connections (for domestic in-house use only – no outside irrigation). On page 3 of 14 of this agreement, item C.3. notes explicitly that any secondary water must come from another source (i.e., not the City). Item C.4. also requires that all other subdivision and zoning ordinances are not waived. Item C.6. notes that this agreement runs with the land and is in force with all successors and assigns, etc.

In December 2005, the parties entered into an amended agreement – perhaps after determination was made that the well would produce water and the location was desirable for a water tank. In the December 2005 agreement, the City constructed a 750,000 gallon water tank (rather than the two tanks anticipated in the April 2005 agreement) on property donated to the City. Once again, the agreement reiterates the City's requirement to provide up to 200 culinary water connections. As part of this agreement, item 4 requires the City to give Wadman back the property that was originally granted to the City for the second tank, together with the easement recorded against the property for the water line and access to the tank. Item 9 restates that the property owners are required to find "another source" for any secondary water and that it will not be provided under the terms of the agreement.

Earlier this year, the City was approached by Spencer Bradley and Bradon Martin regarding the development of the property. At that time, it was the intention of the property owners to put two homes on the property and annex into the City. However, the property owners have decided to remain in the County and develop the property under County regulations. In an effort to accommodate the development and follow the agreed-upon requirements of the City to

provide water to the property, City staff and the property owners have prepared a revised agreement to the 2005 agreement. Specifically, there were two issues to be resolved.

The first issue was regarding the property that was to be given back to the Wadmans. While there is no current need for the City to retain the property, there may need to be a tank built up higher to service any development that may take place up on the hill. The property owners have agreed to leave that to the City in anticipation of any such future need.

The second issue surrounded the question of providing culinary water to the property. The City is obligated under the previous three agreements to provide water to the property. There is no annexation provision or requirement. There is a requirement that any secondary water would have to be from another source (not Pleasant View City and/or the City's culinary water). The City's subdivision ordinances require that any development in the City must be provided with secondary water, but as the property is not developing in the City, such a requirement is not applicable. However, there is concern regarding the use of Pleasant View culinary water for landscaping and/or outdoor use. The agreement explicitly states that the culinary water to be used on the property is for domestic in-house use only. However, as we have seen in the Pole Patch neighborhood, the enforcement of such provisions is extremely difficult. As such, City staff and the property owners agreed that the following provisions would help with the enforcement question:

*4. No Use of Culinary Water for Secondary Water Purposes. As a material inducement to the City's agreement to provide culinary water service to the 3-lot Project, Owner covenants and agrees that it will not use any culinary water obtained from the City for secondary water purposes. Without limiting the general scope of the preceding sentence, this water use restriction means that culinary water shall not be used for irrigation, landscaping, outdoor water features, lawns, or other outdoor use. Owner acknowledges and agrees that this restriction means no landscaping or landscaping features will be allowed on the Project unless they are designed, installed, and maintained in xeriscape fashion without any need for water. Culinary water from the City shall be used solely for culinary, household purposes. If and when the Project is connected to and receives secondary water from an approved secondary water system, then Owner (and future Owners of the lots in the Project) may use such secondary water for outdoor, secondary water purposes, but the restriction set forth herein for use of culinary water from the City shall remain in full force and effect.*

In order to provide for an incentive to the property owners to abide this agreement, the following provisions are included in Section 11 of the agreement:

*b. Procedure Upon Default.*

*i. For each lot, Owner has the right to use up to (but not more than) 15,000 gallons of culinary water in the home per month. Subject to the inspection and confirmation provisions in subsection (b)(ii) below, if Owner exceeds this amount, except according to paragraph 4(a), Owner shall pay a penalty of \$5,000.00 for exceeding the use for that month. The penalty/fine is due and payable to the City within ten (10) days of the billing.*

*ii. If a lot Owner (or a successor owner of any lot) violates the use restrictions set forth above regarding use of no more than 15,000 gallons of culinary water from the City in any given month, before any fine is imposed or paid, a City inspector must inspect the Property to confirm that the excess water usage was the result of Owner improperly using culinary water for outside purposes (landscaping or other outdoor use). The fine/penalty set forth in subsection (b)(i) above shall only be imposed on Owner if the City inspector reasonably concludes that the excess water usage was caused by Owner's improper use of culinary water for outdoor purposes.*

This means that if any property owner uses more than the allotted 15,000 gallons of culinary water in a month, the City imposes a penalty of \$5,000. This will be determined by the meter rate on the property. In fairness to the property owner, section (b)(ii) allows for an inspection of the property in the event that there is a monthly overuse. If the overuse is due to an unforeseen domestic use, and not due to any outdoor/landscaping use, the \$5,000 penalty will not be imposed. While this is not a perfect solution – the City still has to investigate any/all excessive water uses – staff feels that this is an appropriate compromise that allows for the culinary water connections without creating an inappropriate burden on City resources.

This agreement has seen several iterations with the City Attorney and the property owners' attorney. As noted, this is not a perfect solution – that would involve access to secondary water, which is not available currently in this location – but it is something that meets both the desires of the property owners as well as the obligations the City has agreed upon.

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#### STAFF CONTACT

Bill Cobabe, CFM, AICP  
[bcobabe@pleasantviewcity.com](mailto:bcobabe@pleasantviewcity.com)  
801-827-0468

#### Attachments:

1. Original Development Agreement – January 30, 2004
2. City Council Minutes – January 20, 2004
3. Development Agreement – April 6, 2005
4. Development Agreement – December 20, 2005
5. Proposed Development Agreement – October 2019

## AGREEMENT

An agreement executed this 30 day of January, 2004 by and between Pleasant View City, a municipal corporation of the State of Utah ("the City"), and Wadman Investments ("Wadman").

### RECITALS

WHEREAS, City and Wadman are desirous of constructing a City well in an area of the City that would benefit the City and also be of benefit to Wadman; and

WHEREAS, there are no guarantees the digging and construction of a well by the City will produce any water or that it will produce water for any definite period of time or in any set amount; and

WHEREAS, City and Wadman are willing to invest money and property in an effort to construct a well.

THEREFORE, City and Wadman agree as follows:

### TERMS

1. City agrees to do or provide the following in connection with the construction and use of the City well:
  - a. City will construct a test well on the Wadman property described in Exhibit A, attached (hereinafter "Wadman Property").
  - b. City will pay for the cost of constructing the test well and will receive contributions from Wadman as set forth below.
  - c. If the test well is successful and if construction of a permanent well is approved by the City engineer and City Council, City will construct a permanent City well on the Wadman Property.
  - d. If a permanent City well is constructed on the Wadman Property and for as long as this City well is operating, Wadman and his successors and assigns may receive from the City, upon the payment of the standard City water connection fees and at the standard City water rates, and for the sole benefit of the property described in Exhibits B and C, attached, culinary water from the Wadman Property City well in an amount sufficient to provide culinary water to up to but not exceeding 200 residential connections.
  - e. As further consideration for the donation of property and money by Wadman, City, subject to compliance with the relevant Pleasant View City ordinances, will permit development of property owned by Wadman, which property is northeast of Majestic Heights No. 9 (approx. 7 acres), using hydro-pneumatic water systems, if permitted by the State of Utah, Division of Drinking Water.
  - f. City will replace cracked curb & sidewalk in Majestic Heights No. 10, identified in the City Engineer's inspection letter dated June 7, 2002, on or before June 1, 2004. Wadman will replace or repair any other items needed for final City

acceptance on or before June 1, 2004.

2. Wadman agrees to do or provide the following in connection with the construction and use of the City well:
  - a. Wadman will donate to the City the amount of \$35,000. Wadman agrees to release to the City the \$35,000 upon execution of this Agreement.
  - b. Wadman will execute a warranty deed to the City for approximately one and one-half acres of the Wadman Property upon which the City may construct a test well, pump house, reservoir, permanent well, and other appurtenances. This property is described in Exhibit A, attached.
  - c. Wadman acknowledges that the property in Box Elder County (Exhibit B) is most likely to be served by another municipality that also regulates the zoning and development of his property, and that he may only receive the benefit of this Agreement if permitted by another municipality. Wadman also acknowledges that this Agreement is not an assurance that Wadman will be able to subdivide and develop any property and this Agreement shall not be construed as approval for any purpose except as expressly stated herein. Wadman also acknowledges that any secondary water used in connection with his property must come from another source and will not be provided under the terms of this Agreement.
  - d. Wadman will provide any needed utility easements to the City across those portions of his property as agreed to by the parties.
3. Any and all of the obligations of the parties as outlined in this Agreement shall run with the land described herein and shall constitute an encumbrance thereon. The parties agree this agreement may be recorded in the Weber County Records Office if desired by the City. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees and any subsequent purchaser of the parties.
4. In the event either party commences legal action to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, court costs and any other costs incurred in connection with the legal action.
5. If any provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, but shall remain in full force and effect.
6. If the City does not construct the production well due to lack of water quality or quantity (as predicted from test well results), Wadman shall receive a deed to the property described in Exhibit A.

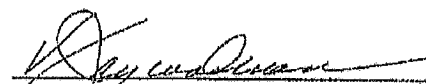
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DATED this 30<sup>th</sup> day of January, 2004.

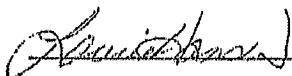
PLEASANT VIEW CITY:

WADMAN INVESTMENTS

  
JAMES R. FISHER, MAYOR

  
V. JAY WADMAN, GENERAL PARTNER

ATTEST:



STATE OF UTAH                   )  
                                          : ss.  
COUNTY OF WEBER            )

On this 30<sup>th</sup> day of January, 2004, before me personally appeared James R. Fisher, who being duly sworn by me did say that he is the Mayor of Pleasant View City, and acknowledged before me that he executed the forgoing on behalf of Pleasant View City.

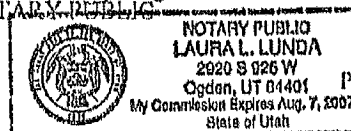
  
NOTARY PUBLIC



STATE OF UTAH                   )  
                                          : ss.  
COUNTY OF WEBER            )

On this 30<sup>th</sup> day of January, 2004, before me, the undersigned notary, personally appeared V. Jay Wadman, who is personally known to me, or satisfactorily proved to be the person whose name is signed on the preceding document in my presence and who acknowledged and swore or affirmed to me that the signature is his.

  
NOTARY PUBLIC



Pleasant View/Wadman Agreement

Attachment 2) City Council Minutes – January 20, 2004

MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH

January 20, 2004

MAYOR: James R. Fisher

COUNCILMEMBERS: Kevin Bailey  
Leonard Call  
Gordon Flinders  
Greg Schaffer  
Tim Wheelwright

VISITORS: Robert Brunson Joe James  
John Parker Don Scott

Also Present: Laurie Hansen, City Recorder

INVOCATION: Tim Wheelwright

**BUSINESS:**

**6:00 P.M.**

**1. Closed Meeting - Discussion regarding the purchase of real property.**

Motion was made by CM Schaffer to go into a closed meeting to discuss the purchase of real property. 2<sup>nd</sup> by CM Flinders. Voting was unanimous in favor.

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

Motion was made by CM Wheelwright to end the closed meeting discussing the purchase of real property. 2<sup>nd</sup> by CM Call. Voting was unanimous in favor.

**2. Set a public hearing to amend the current budget to purchase property for a regional detention basin.**

Motion was made by CM Call to set a public hearing February 10, 2004 to consider amending the current budget to purchase property for a regional detention basin. 2<sup>nd</sup> by CM Schaffer. Voting was unanimous in favor.

**3. Consideration of entering into an Agreement between Pleasant View City and Wadman Investments regarding the drilling of a test well on Wadman's property.**

Mayor Fisher stated that the city is in the process of developing a new well. He stated that one site was proposed on Eric Maughan's property, but they were not willing to enter into a source water protection agreement required by the State which restricts feed lots, etc. He stated that Eric Maughan was afraid that government would add more restrictions on the property with this agreement. Mayor Fisher stated that the other site is located on V. Jay Wadman's property above Pole Patch. He stated that the city has a well driller ready for drilling and Mr. Wadman is willing to pay an amount to the city plus give an acre of land for the well and reservoir. Mayor Fisher stated that the well will cost \$700,000 to \$800,000. He stated that if the test is okay it will become a permanent site for the well. He stated that a tank will be constructed that will hold approximately 1,000,000 gallons. He stated that the well will come first and then the reservoir. CM Call stated that it could possibly take a couple of years to complete. John Parker asked if the State is participating. Mayor Fisher stated that the City

got an extension on the well to the year 2006 from the State. Mayor Fisher reviewed the agreement with the council. Mayor Fisher stated that the water can only be used for culinary use and not secondary use. Mayor Fisher stated that Paul Ellsworth had figured that the cost of the curb and gutter in Majestic Heights Phase 10, which Mr. Wadman is wanting the city to repair, will be less than \$5,000. CM Bailey asked if there are other improvements to be repaired. CM Wheelwright asked what if there are other improvements that need to be repaired other than the curb and gutter. Laurie Hansen asked if there should be a time frame to have the improvements completed in that phase. Both CM Wheelwright and CM Bailey asked if the property located in the Weber County area would be allowed to use the water as a secondary water source. CM Call stated that its use is only for culinary water. CM Wheelwright suggested clarifying the agreement in regards to no secondary water use in both Counties. Mayor Fisher proposed that any utility easement will need to be provided by Mr. Wadman included in the agreement. Joe James asked how is Mr. Wadman going to get to his property for future development of it. They stated that Pole Patch is willing to work with the city, but asked what are the benefits to them (Pole Patch). Mayor Fisher stated that Mr. Wadman said he has tried to work with Pole Patch on adding lots to Pole Patch and Pole Patch approached him about property for Pole Patch's water system. John Parker stated that Pole Patch is needing to upgrade their water system. Don Scott stated that Pole Patch didn't feel it was in the best interest of Pole Patch to allow Mr. Wadman to add additional lots into their subdivision. Joe James stated that if it is not going to benefit Pole Patch then the property will not be annexed into Pole Patch. CM Call stated that it is Mr. Wadman's problem on how he gets access to his property. He stated that Mr. Wadman knows the value of water. Don Scott stated that to make sure the traffic is not increased through Pole Patch, Mr. Wadman needs another road to get to his property. CM Flinders asked how are they getting to the well site. Mayor Fisher stated through Pole Patch. CM Wheelwright asked how was an access granted. Mayor Fisher stated that it is not granted. CM Wheelwright asked if permission has been granted. Joe James stated that there is no written agreement. Mayor Fisher stated that Jeff Clark has talked with Mark Miller. He stated that Jeff Clark was told that Pole Patch could pay for the cost of piping to Mac reservoir for Pole Patch's benefit and have a pressurized water system. Mayor Fisher stated that the City needs to work closely with Pole Patch. John Parker stated that Pole Patch has looked for places to put in a reservoir and the State has granted Pole Patch X amount of dollars to find another reservoir for fire code purposes, etc. Joe James stated that if this is a possibility then the State will pay us for this. He wondered what Mr. Wadman's future plans are. Don Scott stated that he noticed action going on across his property and he wondered why a road was going across his property. Mayor Fisher asked if the road was partly on Don Scott's property. CM Bailey asked who authorized the contractor to proceed with the road construction. Mayor Fisher stated that the City did. Don Scott stated that there may be some erosion problems associated with the road. Mayor Fisher stated that they started last week on the road. Don Scott asked if Mr. Wadman will be using the same road for his future six lots. John Parker stated that the three of us are being affected by it. CM Bailey asked if the city has existing easements to get to Mr. Wadman's property. CM Wheelwright stated that the city will need an agreement with Pole Patch for easements. Don Scott stated that he is not aware of easements with the old reservoir agreement. CM Wheelwright asked if there is a reason why this agreement needs to be approved tonight. Mayor Fisher stated that they are ready to start drilling.

Motion was made by CM Flinders to accept the agreement between Pleasant View City and Wadman Investment regarding the drilling of a test well on Wadman's property as amended, and to not exceed \$15,000 for incurred costs on improvements in Majestic Heights Subdivision Phase 10. 2<sup>nd</sup> by CM Schaffer. Voting was unanimous in favor.

**4. Consider amending an approved motion from the November 11, 2003 City Council agenda regarding City's portion of cost for the pressure reducing valve.**

Mayor Fisher stated that there has been a miscommunication. He stated that when V. Jay Wadman developed Majestic Heights Subdivision Phase 11 he was required to install a PRV with the cost estimate of \$18,000. He stated that Fred Hellstrom, Water Superintendent, looked over the plans and determined that there would be a benefit to the city if the valve was relocated on 125 West. He stated that V. Jay Wadman was approached with the proposal and Mr. Wadman offered to give the city \$10,000 toward the valve and the city could put the valve anywhere in the city. Mayor Fisher stated that Butters got the bid for the PRV and it is completed. He stated that Mark Miller stated that V. Jay Wadman agreed to pay \$14,000 not \$15,000. CM Wheelwright asked if there was documentation on what Mr. Wadman said he would pay. Mayor Fisher stated that there was nothing in writing, only verbal.

Motion was made by CM Schaffer to reduce Wadman's cost of the pressure reducing valve from \$15,000 to \$14,000 in Majestic Heights Subdivision Phase 11. 2<sup>nd</sup> by CM Bailey. Voting was unanimous in favor.

**5. Consideration to set a Public Hearing to amend the budget to partially complete improvements in the basement of the City Office at 520 W. Elberta.**

Motion was made by CM Schaffer to set a public hearing February 10, 2004 to consider amending the budget to partially complete improvements in the basement of the City Office at 520 W Elberta Drive. 2<sup>nd</sup> by CM Flinders. Voting was unanimous in favor.

**6. Consider approval of the proposed Resolution for an Interlocal Agreement between the City and the Utah Transit Authority regarding a future commuter rail system.**

CM Schaffer asked if this is same agreement as the other cities are agreeing to. Mayor Fisher stated yes. Mayor Fisher stated that this agreement still looks like a working draft. CM Bailey asked if this agreement only covers the corridor. CM Wheelwright asked if any of the councilmembers read the agreement. Mayor Fisher stated that Rich Jones, City Attorney, has reviewed the agreement. Mayor Fisher stated that there are some typos in the agreement.

Motion was made by CM Flinders to table consideration of approval of the proposed Resolution for an Interlocal Agreement between the City and the Utah Transit Authority regarding a future commuter rail system. 2<sup>nd</sup> by CM Bailey. Voting was unanimous in favor.

**ADJOURNMENT: 7:25 P.M.**



\*W2096392\*

## Agreement

An agreement executed this 6<sup>th</sup> day of April, 2005 by and between Pleasant View City, a municipal corporation of the State of Utah ("the City"), and Wadman Investments, Utah Limited Partnership ("Wadman").

### RECITALS

WHEREAS, City is constructing a culinary water reservoir system ("System") consisting of one 750,000 gallon reservoir on a parcel of property in an area of the County which will benefit City; and

WHEREAS, the parties have determined that it is in their best interest to work together to develop a water system that will be mutually beneficial to both parties; and

WHEREAS, Wadman owns two parcels of real property in Weber County (identified as Parcel A and Parcel B in Exhibit 1, attached) that Wadman is willing to donate to the City as part of the System (and the Alternate System described below); and

WHEREAS, the City has determined that the cost of constructing the System, including one 750,000 gallon reservoir, would be \$430,000.00 ("System Cost"). See Exhibit "2" for Summary of Estimated Water System Improvement Costs. However, City is willing to construct an alternate system on two parcels of property donated by Wadman, in exchange for the consideration and promises provided by Wadman herein, a culinary water reservoir system (the "Alternate System") consisting of the following: two smaller reservoirs (one approximately 500,000 gallons in capacity and the other approximately 250,000 gallons in capacity) totaling approximately 750,000 gallons in capacity; pumping and piping facilities going from Parcel A to the reservoir on Parcel B; piping from the reservoir on Parcel B to the westerly terminus of Jessie Creek Drive; and

WHEREAS, Wadman is willing to pay all incremental costs for the Alternate System above and beyond the System Cost Pleasant View City is committed to spend on the System.

THEREFORE, City and Wadman agree as follows:

### TERMS

#### A. City agrees to do or provide the following:

1. Contribute the amount of the System Cost towards construction of all or a portion of the Alternate System.
2. As part of the Alternate System, construct an approximately 500,000 gallon reservoir facility and necessary appurtenances on the property which is identified in Exhibit 1 as Parcel A, attached, and which is legally described in Exhibit 3, attached.
3. As part of the Alternate System, construct an approximately 250,000 gallon reservoir facility and necessary appurtenances on the property which is identified in Exhibit 1 as Parcel B, attached, and which is legally described in Exhibit 4, attached.
4. As part of the Alternate System, construct water pumping and piping facilities and

E# 2096392 PG 1 OF 14  
DOUG CROFTS, WEBER COUNTY RECORDER  
12-APR-05 1046 AM FEE \$1.00 DEP KKA  
REC FOR: PLEASANT.VIEW

necessary appurtenances from Parcel A to Parcel B. (See Exhibit 1)

5. As part of the Alternate System, construct water piping and necessary appurtenances from Parcel B to Jessie Creek Drive (See Exhibit 1), and construct a stub-out connection to provide possible future service to Wadman's Weber County and Box Elder County property including grading the easement from Parcel A to Jessie Creek Drive to the subgrade of the proposed roadway as a part of a possible future subdivision on Wadman's property in Weber County.
6. City will contribute \$70,000 toward the cost of the Alternate System (this is the difference between the System Cost of \$430,000 and the cost of the 500,000 gallon reservoir at Jessie Creek, \$360,000; see Exhibit 2). All amounts above and beyond the System Cost that are needed to complete the Alternate System shall be paid by Wadman. The parties agree and acknowledge some of the figures in Exhibit 2 are for illustration and are estimates only, and will be adjusted when actual bids are received by City.
7. Wadman and his successors and assigns shall receive from City, upon the payment of the applicable City water connection fees and at the applicable City water rates, and for the sole benefit of the property described in Exhibits 5 and 6, attached, culinary water (for domestic in-house use only and no outside irrigation use) from the reservoir on Parcel B (Exhibit 1) culinary water for up to but not exceeding 200 residential connections. The benefits granted in this paragraph 7 shall not be assignable or transferrable by Wadman to any other property except those properties identified in Exhibits 5 and 6 and any other adjacent property Wadman may acquire in Box Elder County.
8. The City, subject to Wadman's compliance with the relevant Pleasant View City ordinances, will permit development of property owned by Wadman, which property is northeast of Majestic Heights No. 9 (approximately 7 acres), using hydro-pneumatic water systems, if permitted by the State of Utah, Division of Drinking Water.
9. City will replace cracked curb and sidewalk in Majestic Heights No. 10, identified in the City Engineers latest inspection letter dated June 7, 2002, and City will grant final approval and release escrowed funds.
10. City will execute the appropriate IRS forms acknowledging receipt of Parcel A, Parcel B, and the easements (all as indicated on Exhibit 1) as donated gifts from Wadman.
11. City and Wadman understand that additional users may desire in the future to connect to that portion of the Alternate System located above the reservoir on Parcel A. Prior to permitting these additional users to connect, City shall require the additional users desiring to connect to that portion of the Alternate System located above the reservoir on Parcel A, to pay to Wadman an equitable share (as determined by Wadman) of Wadman's costs to build the Alternate System.
12. The City will design, bid and construct the Alternate System including the reservoir on Parcel B and all its related appurtenance. City shall only be obligated to commence the design and bid the Alternate System upon Wadman escrowing its portion for the design costs into an approved City escrow account; then upon ascertaining the costs of construction of the Alternate System, Wadman will escrow its portion of the costs in accordance with paragraph B.7 herein.

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**B. Wadman agrees to do or provide the following:**

1. Donate to the City the sum of \$35,000 upon execution of this Agreement.
2. Convey by warranty deed the Parcel A property (approximately 1.6 acres) to City upon execution of this Agreement. See Exhibits 1 and 3 attached.
3. Convey by warranty deed the Parcel B property (approximately 1.7 acres) to City upon execution of this Agreement. See Exhibits 1 and 4 attached.
4. Provide title insurance in connection with the conveyance of Parcels A and B above.
5. Execute a deed granting a sixty foot easement to City from Parcel A to Jessie Creek Drive (consisting of approximately 1.2 acres) upon execution of this Agreement, which easement deed shall terminate upon the same easement being a part of the dedication of the Wadman property in Weber County as a private subdivision. See Exhibits 1 and 7 attached.
6. Execute a deed granting a twenty foot easement to City from Parcel A to Parcel B (consisting of approximately .33 acres) upon execution of this Agreement. See Exhibit 1 and 8 attached.
7. Pay to a City approved escrow account, within 30 days of City receiving bids to construct the Alternate System, all costs and expenses to construct the Alternate System in excess of the System Cost.

**C. Both parties acknowledge and agree:**

1. Wadman acknowledges that the property in Box Elder County (Exhibit 5) may be served by another entity (political, municipal or otherwise) that also regulates the zoning and development of Wadman's property, and that Wadman may only receive the benefit of this Agreement if permitted by another entity.
2. Wadman acknowledges that this Agreement is not an assurance that Wadman will be able to subdivide or develop any of Wadman's property and this Agreement shall not be construed as approval for any purpose except as expressly stated herein.
3. Wadman acknowledges that any secondary water used in connection with its property must come from another source and will not be provided under the terms of this Agreement.
4. Nothing herein shall be construed as approval of any subdivisions by City or waiver of any applicable City subdivision or zoning ordinances.
5. Wadman will provide any additional needed utility easements to City across those portions of Wadman's property as agreed to by the parties.
6. Any and all of the obligations of the parties as outlined in this Agreement shall run with the land described herein (parcels and easement) and shall constitute an encumbrance thereon. The parties agree this agreement may be recorded in the Weber County Records Office if desired by City and/or Wadman. The rights,

E: 2096392 PG3 OF 14

duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees and any subsequent purchaser of the parties.

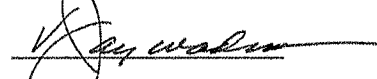
7. In the event either party commences legal action to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, court costs and any other costs incurred in connection with the legal action.
8. If any provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, but shall remain in full force and effect.
9. In the event the actual cost of constructing the Alternate System exceeds the estimates stated in Exhibit 2, Wadman shall be solely responsible for paying for those amounts in excess of the System Costs.
10. In the event of unforeseen events precluding the City well on Parcel A becoming operational, City shall reconvey the real property interests received from Wadman (City agreeing to hold title and not reconveying until requested by Wadman or until two years from the date of recording of the deed), and each party shall bear all of its own expenses and costs associated with this Agreement.
11. This Agreement replaces a prior agreement between Wadman and Pleasant View City dated January 30, 2004.

DATED this 6<sup>th</sup> day of April, 2005.

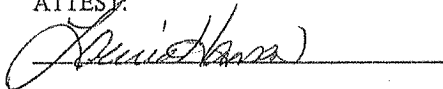
PLEASANT VIEW CITY:

  
JAMES R. FISHER, MAYOR

WADMAN INVESTMENTS

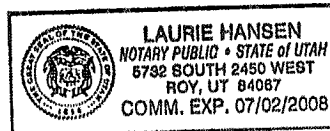
  
V. JAY WADMAN,  
GENERAL PARTNER

ATTEST:



STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF WEBER            )

On this 6<sup>th</sup> day of April, 2005, before me personally appeared James R. Fisher, who being duly sworn by me did say that he is the Mayor of Pleasant View City, and acknowledged before me that he executed the forgoing on behalf of Pleasant View City.



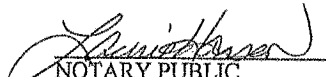
  
NOTARY PUBLIC

E# 2096392 P64 OF 14

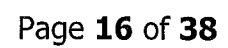
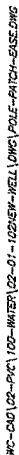
STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF WEBER                )

On this 4<sup>th</sup> day of April, 2005, before me, the undersigned notary,  
personally appeared Lyle Hansen, who is personally known to me, or  
satisfactorily proved to be the person whose name is signed on the preceding document in  
my presence and who acknowledged and swore or affirmed to me that the signature is his.



  
NOTARY PUBLIC

E: 2096392 PGS OF 14



## EXHIBIT 2

### SUMMARY OF ESTIMATED WATER SYSTEM IMPROVEMENT COSTS

#### System Storage Improvements (System)

|                                                             |              |
|-------------------------------------------------------------|--------------|
| 750,000 gallon Reservoir at Jessie Creek Site (System Cost) | \$430,000.00 |
|-------------------------------------------------------------|--------------|

#### Alternate System Storage Improvements (Alternate System) -

|                                            |                      |
|--------------------------------------------|----------------------|
| 500,000 gal Reservoir at Jessie Creek Site | *\$360,000.00        |
| <u>250,000 gal Reservoir at Upper Site</u> | <u>*\$216,000.00</u> |

|       |               |
|-------|---------------|
| TOTAL | *\$576,000.00 |
|-------|---------------|

#### Cost Difference between:

|                                            |                       |
|--------------------------------------------|-----------------------|
| Alternate System Storage Improvements, and | *\$576,000.00         |
| System Improvements (System Cost)          | <u>- \$430,000.00</u> |

|       |               |
|-------|---------------|
| TOTAL | *\$146,000.00 |
|-------|---------------|

#### Cost difference between:

|                                                |                      |
|------------------------------------------------|----------------------|
| System Cost for a 750,000 gallon reservoir and | \$430,000.00         |
| 500,000 gallon reservoir at Jessie Creek       | <u>*\$360,000.00</u> |

|                                                       |             |
|-------------------------------------------------------|-------------|
| TOTAL (Amount City will pay towards Alternate System) | \$70,000.00 |
|-------------------------------------------------------|-------------|

\* Figures that may be different from actual bids and final construction costs

EXHIBIT 3  
WADMAN PROPERTY FOR CITY WELL, WELLHOUSE  
& 500,000 GALLON RESERVOIR SITE

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND  
WEBER COUNTY, UTAH, WHICH POINT IS NORTH 89°47'17" WEST 1332.38 FEET AND NORTH  
586.95 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 7, AND  
RUNNING: THENCE ALONG SAID COUNTY LINE NORTH 55°06'51" EAST, 422.82 FEET; THENCE  
SOUTH 07°20'28" EAST 372.81 FEET; THENCE NORTH 72°01'57" WEST 414.69 FEET, MORE OR  
LESS TO THE POINT OF BEGINNING.

CONTAINING 1.60 ACRES, MORE OR LESS.

EXHIBIT 4

WADMAN PROPERTY FOR 250,000 GALLON RESERVOIR SITE

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER, SAID POINT BEING NORTHERLY ALONG THE SAID EAST SECTION LINE 1,094 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 7, AND RUNNING THENCE NORTH 62°04'20" WEST, 393.37 FEET, MORE OR LESS TO THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; THENCE ALONG SAID COUNTY LINE NORTH 55°06'51" EAST, 423.70 FEET TO THE EAST LINE OF THE SAID QUARTER SECTION; THENCE SOUTHERLY ALONG SAID QUARTER SECTION LINE 426.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.70 ACRES, MORE OR LESS.

## EXHIBIT 5

### WADMAN PROPERTY IN BOX ELDER COUNTY

A PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF SAID SECTION 7; EXCLUDING THE PORTION LYING SOUTHEAST OF THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID SECTION 7, AND RUNNING: THENCE NORTH 89°47'17" WEST, 1332 FEET, MORE OR LESS TO THE SOUTH QUARTER CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER 587 FEET, MORE OR LESS TO THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; THENCE, ALONG SAID LINE NORTH 55°06'51" EAST, 1624 FEET, MORE OR LESS TO THE EAST LINE OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID LINE 1521 FEET TO THE POINT OF BEGINNING.

CONTAINING 208 ACRES, MORE OR LESS.

## EXHIBIT 6

### WADMAN PROPERTY IN WEBER COUNTY

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID SECTION 7, AND RUNNING: THENCE NORTH 89°47'17" WEST, 1332 FEET, MORE OR LESS TO THE SOUTH QUARTER CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER 587 FEET, MORE OR LESS TO THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; THENCE, ALONG SAID LINE NORTH 55°06'51" EAST, 1624 FEET, MORE OR LESS TO THE EAST LINE OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID LINE 1521 FEET TO THE POINT OF BEGINNING.

CONTAINING 32 ACRES, MORE OR LESS.

## EXHIBIT 7

### SIXTY FOOT EASEMENT PARCEL A TO JESSIE CREEK DRIVE

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

A 60.00 FOOT WIDE UTILITY AND INGRESS/EGRESS ACCESS EASEMENT LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF POLE PATCH NO. 2, AN UNRECORDED SUBDIVISION, SAID POINT BEING NORTH 89°47'17" WEST 848.29 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING ON THE CENTERLINE OF JESSIE CREEK DRIVE, AND RUNNING THENCE NORTH 07°20'28" WEST 856.95 FEET MORE OR LESS TO THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH.

CONTAINING 1.18 ACRES, MORE OR LESS.

## EXHIBIT 8

### TWENTY FOOT EASEMENT PARCEL A TO PARCEL B

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

A 20.00 FOOT WIDE UTILITY EASEMENT LYING 20 FEET NORTHERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT A POINT WHICH IS NORTH 1094.30 FEET AND NORTH 62°04'20" WEST 370.89 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO BEING 20 FEET SOUTHEASTERLY FROM THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; AND RUNNING THENCE SOUTH 55°06'51" WEST 730.78 FEET PARALLEL TO SAID COUNTY LINE.

CONTAINING 0.34 ACRES, MORE OR LESS.



"W2152362"

EH 2152362 PG 1 OF 6  
DOUG CROFTS, WEBER COUNTY RECORDER  
03-JAN-06 1101 AM FEE \$.00 DEP SGC  
REC FOR: PLEASANT VIEW CITY

## Agreement

An Agreement executed this 20 day of December, 2005, by and between Pleasant View City, a municipal corporation of the State of Utah ("the City"), and Wadman Investments, a Utah Limited Partnership ("Wadman").

### RECITALS

WHEREAS, Pleasant View and Wadman entered into an Agreement dated April 6, 2005, which was recorded April 12, 2005, as entry number 2096392, in the official records of the Weber County Recorder's Office (this Agreement is hereinafter referred to as the "April 6, Agreement"); and

WHEREAS, the parties hereto desire to modify the April 6, Agreement as provided herein;

### TERMS

THEREFORE, City and Wadman agree as follows:

1. City is in the process of constructing a culinary water reservoir consisting of a well, a pump and well house, a 750,000 gallon reservoir, and such other pipes and equipment as determined necessary by City. This well and reservoir are being constructed on a parcel of property previously donated by Wadman to City and currently owned by City, identified on Exhibit 1, attached hereto.
2. City and Wadman agreed in their April 6, Agreement, to work together to construct two reservoirs and to share in the expense of the two reservoirs. City and Wadman have agreed that a two reservoir system is not in their best interests at this time. City and Wadman hereby mutually release each other from all obligations, covenants, commitments and promises contained in the April 6, Agreement, except as expressly stated herein. City shall retain all payments made by Wadman pursuant to the April 6, Agreement, and City shall also retain the real property and easements that are used with or are appurtenant to its new culinary water reservoir and the property described in Exhibit 1. As provided hereinafter, City shall return to Wadman those easements and property that are not used in connection with the property described in Exhibit 1 (See paragraph 4 below).
3. Wadman and his successors and assigns shall receive from City, upon the payment of the applicable City water connection fees and at the applicable City water rates, and for the sole benefit of the property described in Exhibits 2 and 3, attached, culinary water (for domestic in-house use only and no outside irrigation use) from the reservoir on Exhibit 1, culinary water for up to but not exceeding 200 residential connections. The benefits granted in this paragraph 3 shall not be assignable or transferrable by Wadman to any other property except those properties identified in Exhibits 2 and 3 and any other adjacent property Wadman may acquire in Box Elder County. Wadman shall be responsible, as provided in Section 13.12.400 et seq., of the Pleasant View City Ordinances, for any and all costs of construction associated with installing water lines, pipes, pumps, master water meter, back-flow prevention stations, or any other equipment needed to convey water to Wadman property. City shall construct at City's expense a stub-out connection from the City/well site to the Weber/Box Elder County line (Wadman's property), and Wadman shall comply with the requirements of Section 13.12.400 in obtaining the connections agreed to herein.

4. City shall convey to Wadman, on or after January 1, 2008, the parcel of property and easement described in the attached Exhibits 4 and 5. This parcel and easement were previously conveyed to City but are no longer needed as part of the new culinary water reservoir.
5. City will grade the easement from the Exhibit 1 property to Jessie Creek Drive to the subgrade of the proposed roadway as a part of a possible future subdivision on Wadman's property in Weber County.
6. City, subject to Wadman's compliance with the relevant Pleasant View City ordinances, will permit development of property owned by Wadman, which property is northeast of Majestic Heights No. 9 (approximately 7 acres), using hydro-pneumatic water systems, if permitted by the State of Utah, Division of Drinking Water.
7. Wadman acknowledges that the property in Box Elder County (Exhibit 2) may be served by another entity (political, municipal or otherwise) that also regulates the zoning and development of Wadman's property, and that Wadman may only receive the benefit of this Agreement if permitted by another governmental entity.
8. Wadman acknowledges that this Agreement is not an assurance that Wadman will be able to subdivide or develop any of Wadman's property and this Agreement shall not be construed as approval for any purpose except as expressly stated herein.
9. Wadman acknowledges that any secondary water used in connection with the property described in Exhibit 2 and 3 must come from another source and will not be provided under the terms of this Agreement.
10. Nothing herein shall be construed as approval of any subdivisions by City or waiver of any applicable City subdivision or zoning ordinances.
11. The parties agree this agreement shall be recorded in the Weber County Records Office. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors, in-interest, assigns, transferees and any subsequent purchaser of the parties.
12. In the event either party commences legal action to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, court costs and any other costs incurred in connection with the legal action.
13. If any provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, but shall remain in full force and effect.

DATED this 20 day of December, 2005.

PLEASANT VIEW CITY:

  
JAMES R. FISHER, MAYOR

WADMAN INVESTMENTS

  
JAY WADMAN, GENERAL PARTNER

ATTEST:

*[Signature]*

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 20<sup>th</sup> day of December, 2005, before me personally appeared James R. Fisher, who being duly sworn by me did say that he is the Mayor of Pleasant View City, and acknowledged before me that he executed the forgoing on behalf of Pleasant View City.

*[Signature]*  
NOTARY PUBLIC  
 **LAURIE HANSEN**  
NOTARY PUBLIC - STATE of UTAH  
5792 SOUTH 2460 WEST  
ROY, UT 84067  
COMM. EXP. 07/02/2008

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 22<sup>nd</sup> day of December, 2005, before me, the undersigned notary, personally appeared V. Jay Wadman, who is personally known to me, or satisfactorily proved to be the person whose name is signed on the preceding document in my presence and who acknowledged and swore or affirmed to me that the signature is his, and further acknowledged that he is the General Partner for Wadman Investments and is authorized to execute this Agreement in behalf of Wadman Investments.

*[Signature]*  
NOTARY PUBLIC  
 **LAURIE HANSEN**  
NOTARY PUBLIC - STATE of UTAH  
5792 SOUTH 2460 WEST  
ROY, UT 84067  
COMM. EXP. 07/02/2008

EXHIBIT 1

PROPERTY CONTAINING CITY WELL, WELL HOUSE AND  
750,000 GALLON RESERVOIR

16-004-0010

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT ON THE COUNTY LINE COMMON TO BOX ELDER COUNTY  
AND WEBER COUNTY, UTAH, WHICH POINT IS NORTH  $89^{\circ}47'17''$  WEST 1332.38  
FEET AND NORTH 586.95 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER  
OF SAID SECTION 7, AND RUNNING: THENCE ALONG SAID COUNTY LINE NORTH  
 $55^{\circ}06'51''$  EAST, 422.82 FEET; THENCE SOUTH  $07^{\circ}20'28''$  EAST 372.81 FEET; THENCE  
NORTH  $72^{\circ}01'57''$  WEST 414.69 FEET, MORE OR LESS TO THE POINT OF BEGINNING:

CONTAINING 1.60 ACRES, MORE OR LESS.

Pleasant View/Wadman Agreement

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Pleasant View/Wadman Agreement

Page 5

EXHIBIT 2

WADMAN PROPERTY IN BOX ELDER COUNTY

A PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF SAID SECTION 7; EXCLUDING THE PORTION LYING SOUTHEAST OF THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID SECTION 7, AND RUNNING: THENCE NORTH 89°47'17" WEST, 1332 FEET, MORE OR LESS TO THE SOUTH QUARTER CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SECTION 596 FEET, MORE OR LESS TO THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; THENCE, ALONG SAID LINE NORTH 55°06'51" EAST, 1609 FEET, MORE OR LESS TO THE EAST LINE OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID LINE 1521 FEET TO THE POINT OF BEGINNING.

CONTAINING 208 ACRES, MORE OR LESS.

EXHIBIT 3

WADMAN PROPERTY IN WEBER COUNTY

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID SECTION 7, AND RUNNING: THENCE NORTH 89°47'17" WEST, 1332 FEET, MORE OR LESS TO THE SOUTH QUARTER CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SECTION 596 FEET, MORE OR LESS TO THE COUNTY LINE COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; THENCE, ALONG SAID LINE NORTH 55°06'51" EAST, 1609 FEET, MORE OR LESS TO THE EAST LINE OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID LINE 1521 FEET TO THE POINT OF BEGINNING.

CONTAINING 32 ACRES, MORE OR LESS.

PT 16-004-0005  
16-004-0010, 0011

EXHIBIT 4

16-004-0011 ✓

PLEASANT VIEW PROPERTY-- ABANDONED RESERVOIR SITE  
TO BE CONVEYED BY PLEASANT VIEW TO WADMAN IN JANUARY 2008

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1  
WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER,  
SAID POINT BEING NORTHERLY ALONG THE SAID EAST SECTION LINE 1,094 FEET,  
MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 7, AND RUNNING  
THENCE NORTH 62°04'20" WEST, 393.37 FEET, MORE OR LESS TO THE COUNTY LINE  
COMMON TO BOX ELDER COUNTY AND WEBER COUNTY, UTAH; THENCE ALONG  
SAID COUNTY LINE NORTH 55°06'51" EAST, 423.70 FEET TO THE EAST LINE OF THE  
SAID QUARTER SECTION; THENCE SOUTHERLY ALONG SAID QUARTER SECTION  
LINE 426.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.70 ACRES, MORE OR LESS.

EXHIBIT 5

TWENTY FOOT EASEMENT  
TO BE CONVEYED BY PLEASANT VIEW TO WADMAN IN JANUARY 2008

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 1  
WEST, SALT LAKE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

A 20.00 FOOT WIDE UTILITY EASEMENT LYING 20 FEET NORTHERLY OF THE  
FOLLOWING DESCRIBED LINE.

BEGINNING AT A POINT WHICH IS NORTH 1094.30 FEET AND NORTH 62°04'20" WEST  
370.89 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 7, SAID POINT ALSO  
BEING 20 FEET SOUTHEASTERLY FROM THE COUNTY LINE COMMON TO BOX  
ELDER COUNTY AND WEBER COUNTY, UTAH; AND RUNNING THENCE SOUTH  
55°06'51" WEST 730.78 FEET PARALLEL TO SAID COUNTY LINE.

CONTAINING 0.34 ACRES, MORE OR LESS.

16-004-0005 ✓

WHEN RECORDED RETURN TO:

Pleasant View City Administrator  
Attn: Bill Cobabe  
520 W. Elberta Dr.  
Pleasant View, Utah 84414

**DEVELOPMENT AGREEMENT AND WATER USE RESTRICTIONS**  
(Weber County Parcel 16-004-0005)

THIS DEVELOPMENT AGREEMENT AND WATER USE RESTRICTIONS (this "Agreement") is made and entered into on \_\_\_\_\_, 2019, by and between Pleasant View City, a Utah municipal corporation and political subdivision of the State of Utah (the "City"), and Wadman Investments, a Utah limited partnership ("Owner").

**RECITALS:**

**WHEREAS**, Owner holds title to approximately 29 acres of land located in Weber County, Utah, which land is more fully described and depicted in the materials attached hereto as Exhibit A (the "Property"). Owner intends to develop the Property into a three (3)-lot subdivision in accordance with the applicable provisions of the Weber County Code of Ordinances and this Agreement (the "Project").

**WHEREAS**, in order to obtain the necessary subdivision and development approvals for the Project from Weber County, Owner needs to obtain "will-serve" letters from the City for culinary water service/connections to each of the proposed three (3) residential lots in the Project.

**WHEREAS**, Owner and the City previously entered into that certain Agreement dated December 20, 2005, recorded in the Weber County Recorder's Office on January 3, 2006, as Entry No. 2152362 (the "2005 Agreement"), addressing residential culinary water connections to be provided to the Property.

**WHEREAS**, to honor the terms of the 2005 Agreement while also providing the City with the assurances it desires concerning culinary water use at the Project, Owner and the City desire to enter into this Agreement.

**AGREEMENT:**

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, Owner and the City hereby agree as follows:

1. Recitals. The above Recitals are incorporated herein as part of this Agreement.
2. Effective Date. This Agreement shall become effective on the date it is executed by Owner and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the above Recitals.
3. Culinary Water Service. Subject to the conditions and restrictions set forth in this Agreement, the City agrees to provide residential culinary water service for each of the three (3) proposed lots in the Project. The City will charge, and Owner agrees to pay, the standard water service fees for such culinary water service for the three (3) lots consistent with the City's standard rate schedule applicable for culinary water service in the City. Following the full execution and recordation of this Agreement against the Property, the City will promptly issue "will-serve" letters, as requested by Owner, confirming the City's agreement to provide culinary water service to the three (3) lots in the Project as well as connection to one or more fire hydrants subject to the terms of this Agreement. For clarification, each lot will require a booster-pump for culinary water service to each residence. Owner will install the booster pumps at Owner's expense.
4. No Use of Culinary Water for Secondary Water Purposes. As a material inducement to the City's agreement to provide culinary water service to the 3-lot Project, Owner covenants and agrees that it will not use any culinary water obtained from the City for secondary water purposes. Without limiting the general scope of the preceding sentence, this water use restriction means that culinary water shall not be used for irrigation, landscaping, outdoor water features, lawns, or other outdoor use. Owner acknowledges and agrees that this restriction means no landscaping or landscaping features will be allowed on the Project unless they are designed, installed, and maintained in xeriscape fashion without any need for water. Culinary water from the City shall be used solely for culinary, household purposes. If and when the Project is connected to and receives secondary water from an approved secondary water system, then Owner (and future Owners of the lots in the Project) may use such secondary water for outdoor, secondary water purposes, but the restriction set forth herein for use of culinary water from the City shall remain in full force and effect.
  - a. Swimming Pools. Notwithstanding the restrictions in Section 4 above, Owner and the City agree to work together in good faith to allow no more than one (1) outdoor swimming pool per lot in the 3-lot Project, with the pools to be filled and maintained with culinary water, so long as Owner (or the successor owner of the subject lot) pays all reasonable and necessary costs to cover the expenses of such use of culinary water. Owner will give the City prior written notice when they fill a swimming pool. With the prior written notice, the City will waive the monthly penalty for exceeding the water restriction amount for that month.
  - b. Rainwater Harvesting/Storage. Nothing in this Agreement shall be construed to prohibit Owner from using a rainwater harvesting/storage system to water trees on the 3 lots in the Project.

5. Sewer Service; Will-Serve Letters. When this Agreement is approved and signed by both Parties, the City will issue “will-serve” letters for water and sewer service in favor of the Project.
6. Covenant Against Further Subdivision. As a material inducement to the City’s agreement to provide culinary water service to the 3-lot Project, Owner covenants and agrees that it will not subdivide the Project into more than three (3) lots now or in the future. If Owner or any successor owner of the Property attempts to subdivide the Project now or in the future into more than three (3) lots, then in addition to any and all other remedies available to the City, the City shall have no obligation of any kind, express or implied, to provide culinary water service or sewer service to any such additional lots.
7. Remnant Parcel. As additional consideration to the City, Owner hereby agrees that the City may retain ownership of, and shall not be required to convey to Owner, the parcel of property referenced in Paragraph 4 of the 2005 Agreement.
8. Culinary Water Connections. As additional consideration to the City, Owner hereby relinquishes and waives all claims to thirty (30) culinary water connections on the Property under the 2005 Agreement because, as set forth in this Agreement, there will only be three (3) lots on the Property.
9. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Owner’s rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Owner’s rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.
10. Successors and Assigns.
  - a. Change in Owner. This Agreement shall be binding on the successors and assigns of Owner. If the Property is transferred (“Transfer”) to a third party (“Transferee”), Owner and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Owner provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall

be substituted as a new “Owner” under this Agreement and the persons and/or entities executing this Agreement as a prior Owner shall be released from any further obligations under this Agreement as to the transferred Property.

- b. Deeds. All future conveyances of lots in the Project shall be made subject to the terms and restrictions of this Agreement regardless of whether the deed(s) or other instrument(s) of conveyance makes reference to this Agreement. The terms of this Agreement shall have priority over all such deeds and conveyances.

11. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions the defaulting Owner or City, as applicable, shall be in default (“Default”) under this Agreement:
  - i. a determination by City made upon the basis of a preponderance of the evidence that Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement;
  - ii. Owner (or a successor owner of a lot) violates the water use restrictions set forth in this Agreement;
  - iii. any other event, condition, act, or omission, either by City or Owner that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

For clarification, no Owner of one lot will be held responsible for the default or breach by a different Owner under this Agreement regarding that Owner’s lot. Each Owner is responsible only for the performance of the obligations under this Agreement relating to that Owner’s lot(s).

b. Procedure Upon Default.

- i. For each lot, Owner has the right to use up to (but not more than) 15,000 gallons of culinary water in the home per month. Subject to the inspection and confirmation provisions in subsection (b)(ii) below, if Owner exceeds this amount, except according to paragraph 4(a), Owner shall pay a penalty of \$5,000.00 for exceeding the use for that month. The penalty/fine is due and payable to the City within ten (10) days of the billing.
- ii. If a lot Owner (or a successor owner of any lot) violates the use restrictions set forth above regarding use of no more than 15,000 gallons of culinary water from the City in any given month, before any fine is imposed or paid, a City inspector must inspect the Property to confirm that the excess water usage was the result of Owner improperly using culinary water for outside purposes (landscaping or other outdoor use). The fine/penalty set forth in subsection (b)(i) above shall only be imposed on Owner if the City inspector reasonably concludes that the excess water

usage was caused by Owner's improper use of culinary water for outdoor purposes.

12. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.
13. General Terms and Conditions.
  - a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
  - b. Recording of Agreement. This Agreement shall be recorded at Owner's expense to put prospective lot purchasers or other interested parties on notice as to the terms and provisions hereof.
  - c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
  - d. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.
  - e. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance.
  - f. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
  - g. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
  - h. Attorney Fees. Should any party hereto employ an attorney for the purpose of

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

- i. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Owner:

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To the City:

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- j. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- k. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals, and all such counterparts together shall constitute one and the same agreement.
- l. Hold Harmless and Indemnification. Owner agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, just compensation restitution, inverse condemnation, or any judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project, the direct or indirect operations of Owner or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.
  - i. Nothing in this Agreement shall be construed to mean that Owner shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims

of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance

- ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Owner' hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Owner shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.
- m. Relationship of Parties. The contractual relationship between City and Owner arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Owner, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Owner shall have the full power and exclusive control of the Property subject to the obligations of Owner set forth in this Agreement.
- n. Title and Authority. Owner expressly warrants and represents to City that Owner (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Owner. Owner warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Owner. Owner understands that City is relying on these representations and warranties in executing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Owner as of the date first written above.

**THE CITY:**

Attest:

**Pleasant View City**, a municipal corporation and political subdivision of the State of Utah

\_\_\_\_\_  
City Recorder

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

**OWNER:**

**Wadman Investments**, a Utah limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah            )  
                                  :ss  
County of Utah         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2019 by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of Wadman Investments.

SEAL:

\_\_\_\_\_  
Notary Public

**Exhibit “A”**

Property Ownership Map and Legal Description

(Weber County Parcel 16-004-0005)

[Insert legal description]



# City Council Staff Report

## Highland Meadow Subdivision Final Plat October 8, 2019

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### BASIC INFORMATION

|                                  |                                             |
|----------------------------------|---------------------------------------------|
| Application Number:              | 19.015                                      |
| Applicant:                       | Brent Bailey                                |
| Owner:                           | Bailey V Properties/Randy Wilson            |
| Acreage:                         | 7.42 acres                                  |
| Lots:                            | Proposed 10 lots (see plat)                 |
| Location:                        | approximately 4300 N and 1100 W             |
| Future Land Use Map Designation: | Very Low Density Residential                |
| Current Zoning District:         | RE-20                                       |
| Request:                         | Final Plat Review/Approval                  |
| Date of Application:             | September 12, 2019                          |
| Date of Previous Meeting:        | August 13, 2019 – Preliminary Plat Approval |

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### STAFF RECOMMENDATION

On September 12, 2019, owners of this property presented the City with an application for the proposed final plat for the Highland Meadow Subdivision. Staff is recommending approval of the proposed final plat based on the following findings and with the conditions noted:

#### ***Findings:***

1. That the proposed plat meets the requirements of the City's General Plan and the Future Land Use Map.
2. That the proposed plat meets or shall meet the requirements of Chapter 17.06 (Preliminary Subdivision Application and Approval) of the City's Subdivision Code (Title 17).
3. That the current uses are permitted by the City's Zoning Ordinance (Title 18).
4. That the proposed plat is generally not harmful to the health, safety, and welfare of the community or neighborhood.

#### ***Conditions:***

1. That the owner/developer post a bond as outlined in the attached Escrow Agreement (see Attachment 7)

2. That any deed restrictions are recorded against the property at the time of plat recordation.
3. That all improvements are conditionally accepted prior to certificate of occupancy for any new home.
4. That a title report and tax clearance are submitted to the City prior to recordation.
5. That all requirements of the City Engineer are met.
6. That all requirements of the City Public Works Director are met.
7. That all outstanding requirements of the State and City Code are met.
8. That all outstanding fees/fines are paid prior to recordation of the plat.

As a condition of approval from the preliminary plat, there was a condition related to the protection strip along 1100 W. This has been paid for by the applicant and ownership has been transferred to the City.

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## BACKGROUND

This subdivision request is being brought on behalf of Mr. Brent Bailey. In September 2019, the applicant provided the City with an application for consideration of a final plat for the Highland Meadow Subdivision, which includes 10 lots. This proposed subdivision involves two existing lots for a total of approximately 7.42 acres. The lots are mainly arranged along a new road, called Highland Meadow Circle, but there are also a couple of lots along 1100 W. The lots range in size from 42,958 square feet to 20,160 square feet, all of which appear to meet the minimum requirements of the zoning ordinance.

There are outstanding requirements from the City Engineer that will have to be resolved as the subdivision moves forward through the construction documentation approvals and construction phases of the project. Staff will oversee these changes to ensure compliance with applicable codes and regulations. Further, staff will not issue a certificate of occupancy for any structure/residence unless and until the infrastructure is completed and has received conditional acceptance from the City.

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## ANALYSIS

As noted above, this subdivision will be for 20 lots. The Chapter of the ordinance that applies is Chapter 17.08, the Final Plat provisions. This Chapter states the platting requirements of the City in order to result in a legal subdivision. A specific analysis of pertinent sections of the Code follows:

***17.08.020 - Requirements for Final Subdivision Applications: All Final Subdivision Applications shall provide the following information:***

- 1. Application. A Final Subdivision Application, provided by the City, completed and signed by the owner(s) as identified on the property assessment rolls of Weber County, or authorized agent of the owner(s), of the lands proposed to be subdivided. The Final Subdivision Application shall be accompanied by the application fees, those items found on the check list provided with the application, and documents and items as found herein.*

2. *Final Subdivision Plat. The applicant shall submit a final subdivision plat, prepared by a licensed land surveyor, conforming to current surveying practice and in a form acceptable to the Weber County Recorder for recordation together with plans as required herein. The final subdivision plat shall be prepared in permanent ink and all sheets shall be numbered. All required certificates shall appear on a single sheet (along with the index and vicinity maps). A minimum of one (1) 11x17 size, five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be required. The final subdivision plans shall include any revisions or additions, as required by the City Council, as part of preliminary subdivision approval. The final subdivision plat shall show the following:*
  - a. *Notation of any self-imposed restrictions, including proposed final restrictive covenants, and all other restrictions as required by the City Council in accordance with this Ordinance, signature lines for all owners of interest and the acknowledgment of a public notary.*
  - b. *Endorsement lines on the final plat by every person having a security interest in the subdivision property subordinating their liens to all covenants, servitudes and easements imposed on the property.*
  - c. *The location of all monuments erected, corners, and other points established in the field. The material of which the monuments, corners, or other points are made shall be noted. Bearings shall be shown to the nearest second; lengths to the nearest hundredth of a foot; areas to the nearest hundredth acre.*
  - d. *The owner's certificate of dedication(s) including the dedication of any public ways or spaces. The owner's certificate shall include a reference to any covenants that may be declared and blanks where the County Recorder may enter the book and page number of their recording.*
  - e. *A legal description of the subdivision boundaries.*
  - f. *Signature blocks prepared for the dated signatures of the Land Use Authority, Planning Department, and City Engineer, in a form acceptable to the city.*

**Staff Response:** See attached plat.

3. *Title Report. A Title Report, no older than 30 days, shall be provided.*

**Staff Response:** Addressed in conditions above.

4. *Tax Clearance. A tax clearance from the Weber County Treasurer indicating that all taxes, interest and penalties owing for the property have been paid.*

**Staff Response:** Addressed in conditions above.

5. *Final design and construction drawings for all proposed or required public improvements, prepared as required by the City Engineer and designed as required by the City, including the profiles and cross sections of all existing and proposed streets, all storm drainage and flood control facilities, the elevations and location of fire hydrants, required culinary and secondary water facilities, sanitary sewer facilities, land drain facilities, storm water pollution prevention plans, and all other provided and required public facilities and improvements. A minimum of one (1) 11x17 size and five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be*

*required. One approved, two sets of mylar copies and a digital copy shall be supplied to the city engineer.*

**Staff Response:** This information will be required of the developer at the time of recordation.

6. *Other agencies. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by other agencies including but not limited to the following:*
  - a. *Fire Protection. A letter shall be provided by the developer from the Fire Department to the city of any requirements relating to fire protection. The applicant is responsible to provide information for fire protection capacity analysis and to include on plats and special requirements from such analysis.*
  - b. *Special Service District or Special Service Area. If the proposed subdivision is located within the boundaries of a Special Service District or a Special Service Area, a letter shall be provided from the governing board acknowledging the proposed subdivision, which letter may identify any potential impacts resulting from the proposed subdivision.*
  - c. *UDOT. If the subdivision will be accessed from a State Highway, proof of preliminary application for an appropriate access permit from the State of Utah Department of Transportation, shall be provided with the application materials.*
  - d. *The applicant shall be responsible for any fees charged by such agencies.*

**Staff Response:** This information will be required at the time of recordation. Much of this does not apply to this development.

*7. Other Final Subdivision Application Information and Materials. The following information is required to be presented as part of the Final Subdivision Application:*

- a. *Any proposed or required bonds and agreements.*
- b. *Copies of CCR's and any other project specific document, signed by the applicant. (The final mylar plat and all relevant documents must be reviewed and approved by appropriate city staff before final signatures and attests are added for recording purposes).*
- c. *Proof of inclusion in a secondary water district and the payment of all required fees or proof of ability to provide permanent secondary water in a system acceptable to the city.*

**Staff Response:** Addressed in conditions above.

#### **Public Comment**

No public comments have been received to date.

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#### STAFF CONTACT

Bill Cobabe, CFM, AICP  
[bcobabe@pleasantviewcity.com](mailto:bcobabe@pleasantviewcity.com)  
801-827-0468

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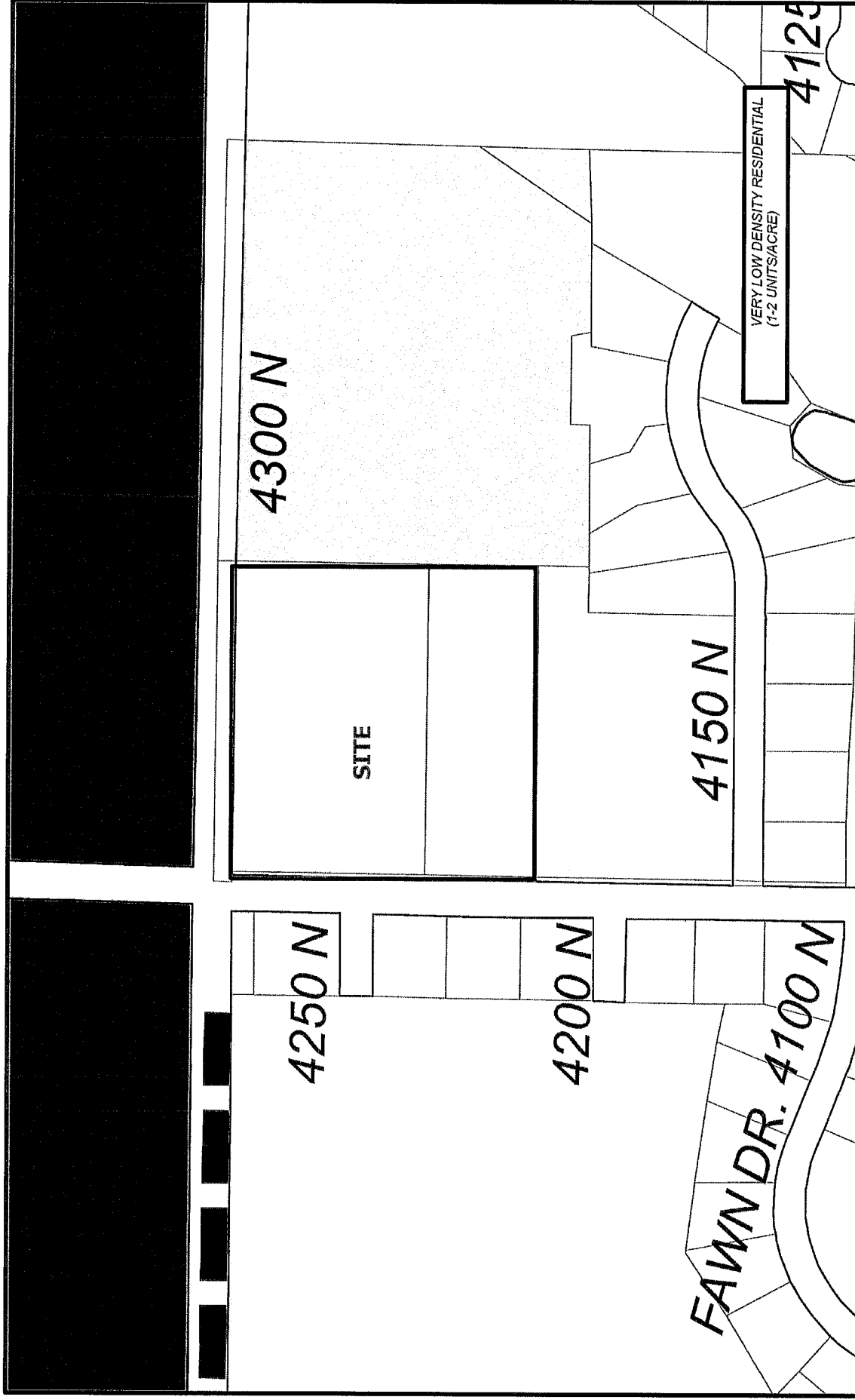
## ATTACHMENTS

- 1) Vicinity Map
- 2) Future Land Use Map
- 3) Current Zoning Map
- 4) Application Materials
- 5) Existing Plats (from the County)
- 6) Proposed Plat
- 7) Proposed Escrow Agreement
- 8) Protection Strip Title

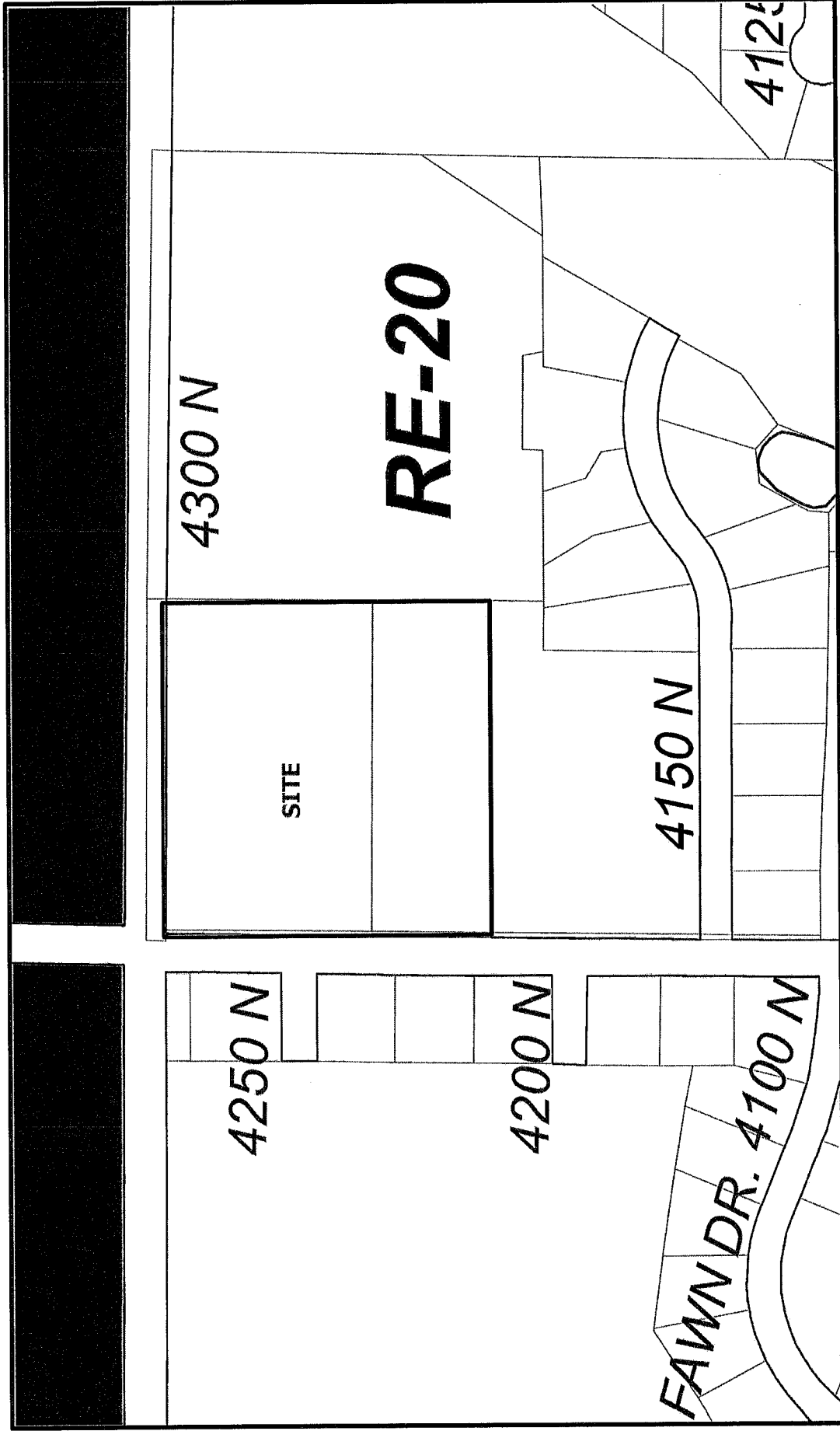
The screenshot displays the Weber County Geo-Gizmo web application. The top navigation bar includes links for Recorder, Surveyor, Elections, Planning, and Mapping. The main interface features a map of a residential area with property boundaries and parcel numbers. A search bar is located in the top left, and navigation controls (plus, minus, home, and a circular arrow) are in the top right. A detailed information popup is visible for a specific parcel, providing the following data:

- Parcel #: 160320050
- Owner: WILSON, RANDY SCOTT
- Mailing Address: 2637 N. 400 E # 271 NORTH OGDEN UT 84214-2246
- Property Address:
- Tax Unit: 11
- Approx. Land Acres: 0.0012
- Parcel Price: \$105,000

The map also shows a street grid with labels such as "W 400 N" and "E 271 N". A scale bar at the bottom indicates a distance of 100 feet.



ATTACHMENT 3) Current Zoning Map



ATTACHMENT 4) Application Materials

PLEASANT VIEW CITY  
APPLICATION FOR SUBDIVISION FINAL PLAT



SUBDIVISION NAME: Highland Meadow LOCATION: Corner of 4300 N 1100 W

ACREAGE: 7.467 NUMBER OF LOTS 10 ZONE: \_\_\_\_\_

PARCEL ID NUMBERS: 160320050, 160320009

**PROPERTY OWNER(S):** (attach additional pages if needed)

NAME: Bailey V Properties PHONE: 801-698-7100 FAX: \_\_\_\_\_

ADDRESS: 4215 Alder Creek Dr EMAIL: Brentekb@aol.com

**APPLICANT/RESPONSIBLE PARTY:**

NAME: Brent Bailey PHONE: 801-698-7100 FAX: \_\_\_\_\_

ADDRESS: 4215 Alder Creek Dr EMAIL: Brentekb@aol.com

Account Receivable Contact: Brent Bailey Phone: 801-698-7100

Address: 4215 Alder Creek Dr EMAIL: Brentekb@aol.com

**SURVEYOR:**

NAME: Great Basin Engineering PHONE: 801-394-4515 FAX: 801-392-7544

ADDRESS: 5746 South 1475 East Ogden UT EMAIL: andyh@greatbasinengineering.com

**ENGINEER:**

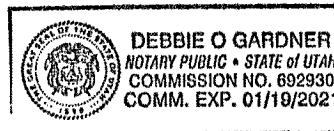
NAME: Great Basin Engineering PHONE: 801-394-4515 FAX: 801-392-7544

ADDRESS: 5746 South 1475 East Ogden UT EMAIL: andyh@greatbasinengineering.com

The information on this form is true and accurate to the best of my knowledge. **I understand my responsibility to pay Pleasant View City for all professional and other fees associated with this application** as stated in section 17.02.100 of the subdivision ordinance.

Signature of Applicant/Agent

Notary



**For City Use**

DATE SUBMITTED: 9/12/19 TAKEN BY: Jill Hunt

**FEES (DUE AT TIME OF APPLICATION)**

Final Subdivision Fee \$200.00  
Per Lot Fee \$75.00

# Lots 10

Date Paid 9/12/19 Amt. 200.00  
Date Paid 9/12/19 Amt. 750.00

Form Date: June 2018

Total Paid \$950.00

**PLEASANT VIEW CITY  
APPLICATION FOR SUBDIVISION FINAL PLAT**



SUBDIVISION NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

ACREAGE: \_\_\_\_\_ NUMBER OF LOTS \_\_\_\_\_ ZONE: \_\_\_\_\_

PARCEL ID NUMBERS: \_\_\_\_\_

**PROPERTY OWNER(S):** (attach additional pages if needed)

NAME: Randy Wilson PHONE: 801-941-5052 FAX: \_\_\_\_\_

ADDRESS: 2367 N 400 E #271 North Ogden EMAIL: wilson0721@hotmail.com

**APPLICANT/RESPONSIBLE PARTY:**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Account Receivable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**SURVEYOR:**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**ENGINEER:**

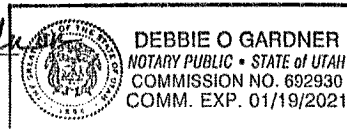
NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

The information on this form is true and accurate to the best of my knowledge. **I understand my responsibility to pay Pleasant View City for all professional and other fees associated with this application** as stated in section 17.02.100 of the subdivision ordinance.

Randy Wilson  
Signature of Applicant/Agent

Debbie O Gardner  
Notary



**For City Use**

DATE SUBMITTED: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

**FEES (DUE AT TIME OF APPLICATION)**

Final Subdivision Fee    \$200.00  
Per Lot Fee                \$75.00

# Lots \_\_\_\_\_

Date Paid \_\_\_\_\_ Amt. \_\_\_\_\_  
Date Paid \_\_\_\_\_ Amt. \_\_\_\_\_

Form Date: June 2018

Total Paid \_\_\_\_\_

## Affidavit

### Property Owner

I (we) Brent Bailey Bader / Randy Wilson (please print) certify that I(we) am(are) the Owners(s) of record of the property identified in this application and the statements, drawings, and other exhibits contained herein are in all respects true and correct to the best of my(our) knowledge.

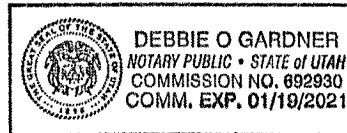
Property Owner(s) Brent Bailey Bader  
x Randy Wilson

Subscribed and sworn to me on Aug. 20, 2019 (date)

Notary Debbie O. Gardner

(Residing in: 542 S. 3350 W.)

My commission expires 01/19/2021 (date)



Notary Seal

### Agent Authorization

I(we) Brent Bailey Bader / Randy Wilson (please print), the owner(s) of the real property identified in this application, do authorize as my (our) agents(s) Brent Bailey (please print) to represent me(us) and appear on my(our) behalf before any administrative or legislative body concerning this application and to act in all respects as our agent in matters pertaining to the this application.

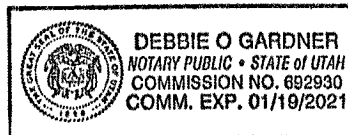
Property Owner(s) Brent Bailey Bader  
x Randy Wilson

Subscribed and sworn to me on Aug. 20, 2019 (date)

Notary Debbie O. Gardner

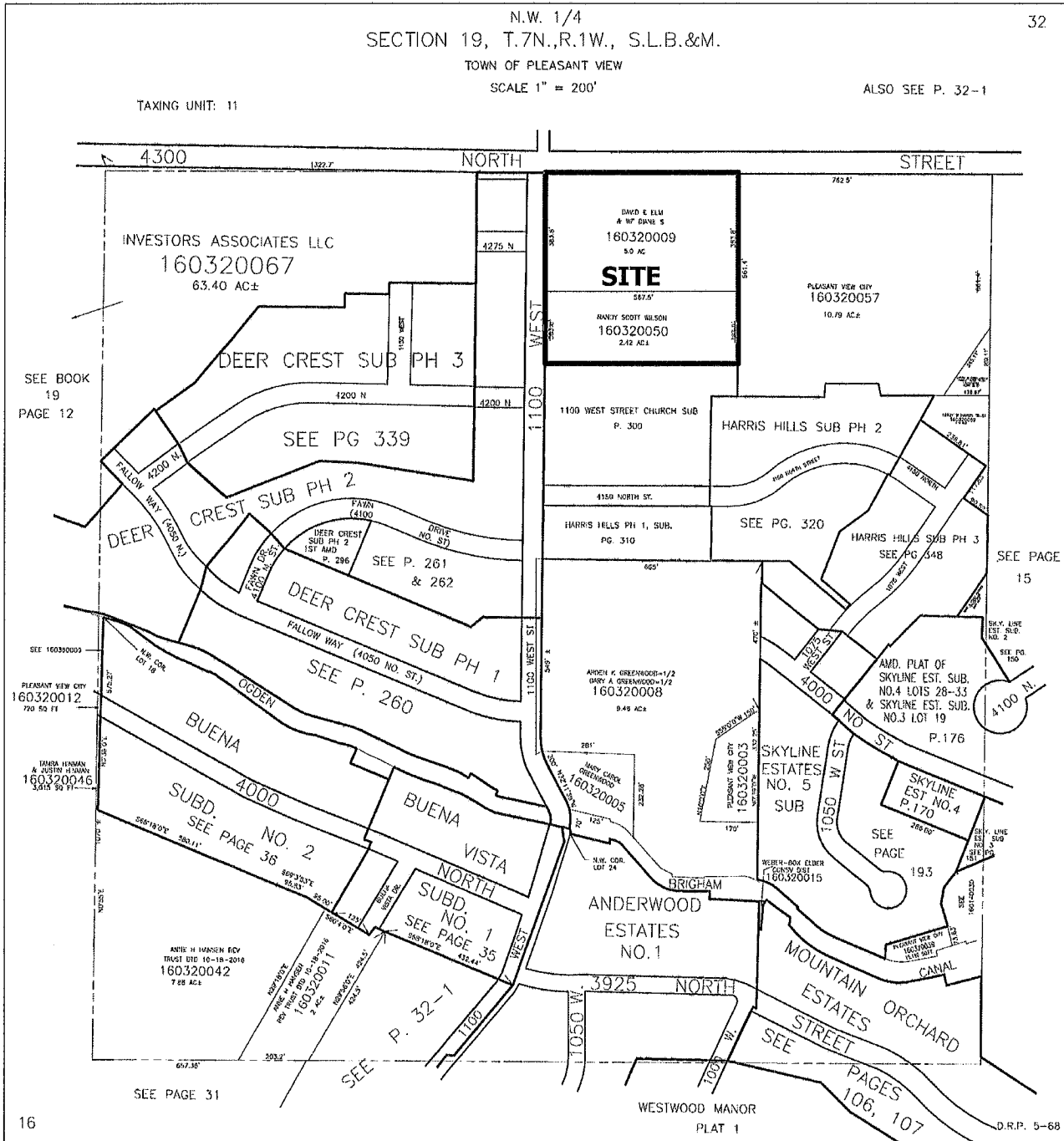
(Residing in: 542 S. 3350 W.)

My commission expires 01/19/2021 (date)



Notary Seal

# ATTACHMENT 5) Existing Plats (from the County)





## ATTACHMENT 7) Proposed Escrow Agreement

When recorded, please return to:  
Laurie Hellstrom, City Recorder  
Pleasant View City  
520 Elberta Dr.  
Pleasant View, Utah 84414

### ESCROW AGREEMENT For Highland Meadows

This Escrow Agreement is made this, day of October 6, 2019, by and between Pleasant View City, a municipal corporation of the State of Utah located in Weber County Pleasant View City, and E.K. Bailey, of Ogden, Utah E.K. Bailey, and Michael Henry, of Mountain View Title, Utah, ("Escrow Agent"). City, Developer, and Escrow Agent may be referred to individually as "Party" or collectively as "Parties."

#### RECITALS

Whereas the City has granted the Developer approvals for the construction of improvements and recordation of a proposed subdivision of land in Pleasant View, Weber County, Utah. The subdivision is to be known as Highland Meadows. Exhibit "A" delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): 160320050, 160320009

Whereas Developer now desires to enter into this escrow agreement as security for improvements required for a development project, in compliance with the ordinances and standards of the City, and with specific development approval requirements.

Now, therefore, the Parties hereto mutually agree as follows:

#### AGREEMENT

1. **Appoint of Escrow Agent.** Mountain View Title & Escrow is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum specified in paragraph two (2) of this Agreement, subject to the terms and conditions set forth herein. Should Escrow Agent breach any part of this Agreement, it shall pay to City any damages as the result of its breach, including providing of the funds from the escrow account that were erroneously dispersed to complete the improvements described in this Agreement and reasonable attorney fees and costs.

2. **Deposit in Escrow.** Developer shall deposit with Escrow Agent in Account No. 13612582 the sum of \$ 455,204.12, which is the amount of money equal to 115%

of the cost of the improvements to be installed as required by the City Subdivision Ordinance, as per the City-approved Engineer's Estimate (see Exhibit B) ("Escrow Amount"). The Escrow Amount shall be divided as shown in Engineer's Estimate.

Escrow Agent certifies it has received and is in possession of the funds as described above. If at any time prior to completion of the subdivision or acceptance of the improvements by the City, the City determines the amount held by Escrow Agent is not sufficient to complete the required improvements and the contingency and guarantee amounts required, Developer agrees to deposit the additional amounts into the escrow account within 30 days of receiving written notice from the City. The City shall not issue any building permits in the subdivision if the cost of improvements and the security amount falls below the amount required in this agreement.

**3. Application of Escrow Funds.** It is agreed by all Parties that the funds indicated in paragraph two (2) of this Agreement shall be used exclusively for the purpose of paying for the costs, materials, construction, and installation of all improvements required by the City's Subdivision Ordinance and development approvals. The undersigned, including the Escrow Agent, further agree that the funds held in the escrow account shall be distributed by Escrow Agent to Developer only upon written authorization by an authorized officer of the City. City authorization will be made upon the City's stationery, indicating review and approval by the City.

**4. Limitation on Application of Funds.** The Developer shall not withdraw from the escrow account, nor shall the Escrow Agent permit any withdrawal from the escrow account, funds identified as guarantee funds in paragraph five (5) below, except as provided in paragraph six (6).

**5. Guarantee Funds.** A guarantee sum equal to 10% of the cost of the improvements to be installed, or \$ 59,374.45, as shown in Exhibit B, shall remain with Escrow Agent for a period of at least one (1) year after the conditional acceptance of the improvements by the City. In the event the escrow funds do not pay for and complete in full all of the improvements required, then, upon demand by the City, Developer agrees to immediately place in escrow account, with Escrow Agent, all additional amounts necessary to complete the improvements. Developer may not use guarantee funds to complete the improvements but must place additional money in escrow account.

Unless other appropriate security is provided, a 10% guarantee fund shall be held in escrow to warrant and guarantee that the required improvements installed by Developer remain in good condition for a period of one (1) year after the date of conditional acceptance by the City as required by the City Subdivision Ordinance and development approvals.

**6. Default on Improvements.** Should Developer fail to complete the improvements required by the City Subdivision Ordinance and development approvals within two (2) years of the effective date of this Agreement, the City may declare the funds on deposit with the Escrow

Agent forfeited, and the proceeds of the account may be used by the City to complete the improvements required by the City Subdivision Ordinance. The City may also, at its sole discretion and after written request from the Developer, grant the Developer one (1) additional year to install the improvements by sending the Developer written notice of the extension by certified mail, with a copy also sent to the Escrow Agent.

At the end of the required period or additional year, if the improvements have not been completed, the funds on deposit with the Escrow Agent shall be forfeited, and the City may use the funds to install the improvements if sufficient funds are available to complete the improvements. If the funds remaining in escrow are not sufficient to complete the improvements, the funds remaining in escrow shall be forfeited to the City for use on the Project at the discretion of the City.

All demands by the City to Developer to perform corrections or completion of improvements shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect is not corrected or improvements are not completed within 30 days following service of such demand, the City may correct the defect or complete the improvements and charge the Developer such costs, unless Developer requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the Pleasant View City Council within the 30-day period of time respecting the alleged defects or incompletions. The Escrow Agent, upon receiving written notification from the City of the defect and that the City has incurred the cost of correcting the defect, shall pay to the City or to the subcontractor as specified by the City, from the escrow account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City or subcontractor.

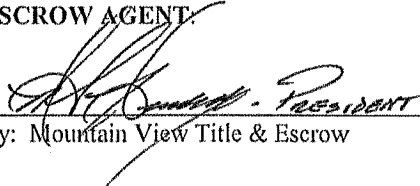
After the successful completion of the improvements and all other requirements of the City Subdivision Ordinance and this Agreement, any funds in the escrow account, other than guarantee funds, not used to install the improvements or to pay other costs associated with the completion of the subdivision shall be returned to the Developer.

**7. Completion of Guarantee.** Once the guarantee period has been completed, no sooner than one (1) year after the City has given Conditional Acceptance of the improvements, at the request of the Developer, the City shall perform a final inspection, and, if the required improvements remain substantially free from latent defects during the guarantee period, the City shall certify such fact to Escrow Agent, who shall release to the Developer any funds still held in the escrow account, and Escrow Agent shall be discharged of its obligations to the City. Should defects be identified by the City, the Developer shall make necessary repairs or corrections at the sole cost of Developer, and, once accepted by the City, funds shall be released as found herein.

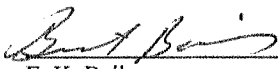
**8. Miscellaneous.** This Agreement does not supersede, but implements the City Subdivision Ordinance and all other ordinances, regulations, agreements, and approvals applicable to the subdivision of land and the construction of homes or other units thereon, and Developer agrees to

comply in all respects with the provisions of the ordinances, regulations, agreements, and approvals. If any party shall breach any term of this agreement, the breaching party shall pay to the non-breaching party(ies) reasonable attorney fees incurred whether the fees are incurred before or after a suit is filed.

**ESCROW AGENT:**

  
By: Mountain View Title & Escrow

**DEVELOPER:**

  
E. K. Bailey

**PLEASANT VIEW CITY:**

\_\_\_\_\_  
By: Leonard Call  
Its: Mayor

Attest: \_\_\_\_\_  
City Recorder

Approved as to Form: \_\_\_\_\_  
City Attorney

**ACKNOWLEDGMENT OF ESCROW AGENT**

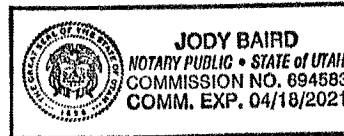
STATE OF UTAH            }  
                                      §  
COUNTY OF WEBER        }

On the 1 day of October, 2019, personally appeared before me  
Michael L. Hendry, who being by me duly sworn did say that he/she is the  
PRESIDENT of MOUNTAIN VIEW TITLE & ESCROW, a corporation, and  
Escrow Agent named in the foregoing Escrow Agreement, and that the Escrow Agreement is  
signed on behalf of said corporation by his/her signature under authority of its Board of  
Directors, and said MICHAEL L. HENDRY acknowledged to me that the said  
corporation executed the same and Escrow acknowledges that there is on deposit at \_\_\_\_\_  
Bank of Utah a sum of money in the amount of \$ 455,204.12, pursuant to the terms  
of the Escrow Agreement.

Witness my hand and official seal.

[Signature]  
Notary Public signature

Jody Baird  
(Printed Name)



(seal)

**ACKNOWLEDGMENT OF DEVELOPER**

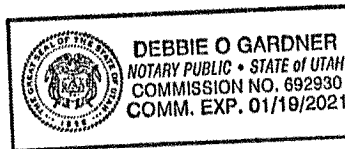
STATE OF UTAH                }  
                                          §  
COUNTY OF WEBER         }

On the 1 day of October, 2019, personally appeared before me  
Brent Bailey, who being by me duly sworn, did say that he/she is the  
President of E.K. Bailey Construction, and that the  
Escrow Agreement was signed on behalf of said corporation by his/her signature under  
authority of a resolution of its Board of Directors, and said Brent Bailey  
acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

Debbie O. Gardner  
Notary Public signature

Debbie O. Gardner  
(Printed Name)



(seal)

ATTACHMENT 8) Protection Strip Deed



\*W3002711\*

E# 3002711 PG 1 OF 4  
Leann H. Kille, WEBER COUNTY RECORDER  
12-Sep-19 12:19 PM FEE \$40.00 DEP KL  
REC FOR: LINCOLN TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

When recorded return to:  
Pleasant View City  
520 W. Elberta Drive  
Pleasant View, UT 84414

**SPECIAL WARRANTY DEED**

Hansen Development Corporation, "Grantor",

hereby CONVEYS and WARRANTS against all claiming by, through, or under it to:

Pleasant View City, a Utah municipal corporation, "Grantee",

for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Weber County, State of Utah:

SEE ATTACHED EXHIBIT 'A'

Part of Tax I.D. 16-261-0021

SUBJECT TO: County and/or City taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record or enforceable in law or equity.

WITNESS, the hands of said grantors, this 4th day of September, A.D. 20 19.

Hansen Development Corporation

By:

  
Brent H. Hansen, President

ACCOMMODATION RECORDING ONLY  
LINCOLN TITLE INSURANCE AGENCY, INC.  
MAKES NO REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY, SUFFICIENCY  
OR AFFEKT OF DOCUMENT.

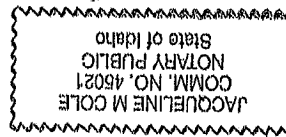
STATE OF IDAHO )  
)ss.  
COUNTY OF Blaine )

On the 4th day of September, 2019, personally appeared before me, Brent H. Hansen, who did say that he is the President of Hansen Development Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Brent H. Hansen acknowledged to me that said corporation executed the same,

Jacqueline M Cole  
Notary Public

My Commission Expires: Aug 8th, 2023

Residing at: Ketchum, Idaho



ACCEPTED BY:

PLEASANT VIEW CITY

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

STATE OF IDAHO )

ss. )

COUNTY OF Blaine )

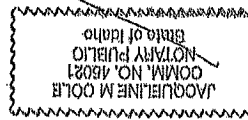
On the 14th day of September, 2019, personally appeared before me, Brent H. Hansen, who did say that he is the President of Hansen Development Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Brent H. Hansen acknowledged to me that said corporation executed the same.

Jacqueline M. Cole  
Notary Public

My Commission Expires: Aug 8th 2023

Residing at:

Ketchum, Idaho



ACCEPTED BY:

PLEASANT VIEW CITY

By:

Thomas A. Call  
Mayor

ATTEST:

Jacqueline M. Cole  
City Recorder



\*W3002711\*

E# 3002711 PG 1 OF 4  
Leann H. Kilts, WEBER COUNTY RECORDER  
12-Sep-19 12:19 PM FEE \$40.00 DEP KL  
REC FOR: LINCOLN TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

When recorded return to:  
Pleasant View City  
520 W. Elberta Drive  
Pleasant View, UT 84414

---

## SPECIAL WARRANTY DEED

Hansen Development Corporation, "Grantor",

hereby CONVEYS and WARRANTS against all claiming by, through, or under it to:

Pleasant View City, a Utah municipal corporation, "Grantee",

for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Weber County, State of Utah:

SEE ATTACHED EXHIBIT 'A'

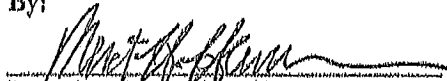
Part of Tax I.D. 16-261-0021

SUBJECT TO: County and/or City taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record or enforceable in law or equity.

WITNESS, the hands of said grantors, this 4th day of September, A.D. 20 19.

Hansen Development Corporation

By:

  
Brent H. Hansen, President

ACCOMMODATION RECORDING ONLY  
LINCOLN TITLE INSURANCE AGENCY, INC.  
MAKES NO REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY, SUFFICIENCY  
OR AFFECT OF DOCUMENT.

STATE OF IDAHO )

)ss.  
COUNTY OF )

On the 4<sup>th</sup> day of September, 2019, personally appeared before me, Brent H. Hansen, who did say that he is the President of Hansen Development Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Brent H. Hansen acknowledged to me that said corporation executed the same.

Jacqueline M Cole  
Notary Public

My Commission Expires:

Aug 8<sup>th</sup>, 2023

Residing at:

Ketchum, Idaho

JACQUELINE M COLE  
COMM. NO. 45021  
NOTARY PUBLIC  
State of Idaho

ACCEPTED BY:

PLEASANT VIEW CITY

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

STATE OF IDAHO )

)ss.  
COUNTY OF )

On the 4th day of September, 2019, personally appeared before me, Brent H. Hansen, who did say that he is the President of Hansen Development Corporation and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Brent H. Hansen acknowledged to me that said corporation executed the same.

Jacqueline M. Cole  
Notary Public

My Commission Expires: Aug 8th 2023

Residing at: Ketchum, Idaho

JACQUELINE M COLE  
COMM. NO. 45021  
NOTARY PUBLIC  
State of Idaho

ACCEPTED BY:

PLEASANT VIEW CITY

By:

Leonard A. Call  
Mayor

ATTEST:

Dawnie Heston  
City Recorder

**EXHIBIT 'A'**

**ALL OF THAT 1 FOOT PROTECTION STRIP WITHIN DEER CREST SUBDIVISION  
PHASE 2 THAT ABUTS THE FOLLOWING DESCRIBED PROPERTIES:**

PARCEL 1: (BAILEY V PROPERTIES LLC)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING WEST 762.5 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 383.8 FEET; THENCE WEST 567.5 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG SAID WEST LINE 383.8 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 19; THENCE EAST ALONG THE SECTION 567.5 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (RANDY SCOTT WILSON)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT LOCATED WEST ALONG THE SECTION LINE 762.5 FEET AND SOUTH 383.8 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 383.8 FEET; THENCE WEST 567.5 FEET OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 383.8 FEET ALONG SAID WEST LINE; THENCE EAST 567.5 FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PORTION WITHIN 1100 WEST STREET CHURCH SUBDIVISION. ALSO: LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 01, 2012 AS B#2504662 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 762.50 FEET NORTH 89°43'58" WEST ALONG THE SECTION LINE AND 569.35 FEET SOUTH 0°16'02" WEST FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 0°16'02" WEST 198.25 FEET, THENCE NORTH 89°43'58" WEST 575.94 TO THE 1/16TH LINE AND THE EAST RIGHT OF WAY LINE OF 1100 WEST STREET, THENCE NORTH 0°49'08" EAST 198.26 FEET ALONG SAID 1/16TH LINE AND SAID RIGHT OF WAY LINE, THENCE SOUTH 89°43'58" EAST 574.03 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (HARRIS HILLS PHASE 1)

HARRIS HILLS PHASE 1 SUBDIVISION, PLEASANT VIEW CITY, WEBER COUNTY, UTAH.

## Change Order No. #2

|                    |                                  |                                |           |
|--------------------|----------------------------------|--------------------------------|-----------|
| <b>Project:</b>    | 2019 Street Maintenance          |                                |           |
| <b>Owner:</b>      | North Ogden / Pleasant View City | <b>Date of Contract:</b>       | 6/12/2019 |
| <b>Engineer:</b>   | Jones & Associates               | <b>Notice to Proceed:</b>      | 6/12/2019 |
| <b>Contractor:</b> | Staker Parson Company            | <b>Substantial Completion:</b> | 9/1/2019  |

The Contract Documents are modified as follows upon execution of this Change Order:

Description: add survey monument replacements, additional collars, etc.

Attachments: Cost Breakdown

| CHANGE IN CONTRACT PRICE:                                                                 | CHANGE IN CONTRACT TIMES:                                                                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ <u>1,180,105.00</u>                                        | Original Contract Times:<br>Substantial Completion: <u>9/1/2019</u>                             |
| Change from previously approved Change Orders<br>(- for decrease):<br>\$ <u>16,704.24</u> | Change from previously approved Change Orders (in<br>days; - for decrease):<br><u>0</u><br>days |
| Contract Price prior to this Change Order:<br>\$ <u>1,196,809.24</u>                      | Contract Times prior to this Change Order:<br>Substantial Completion: <u>9/1/2019</u>           |
| Change amount of this Change Order:<br>\$ <u>13,857.00</u>                                | Change amount of this Change Order:<br><u>30</u><br>days                                        |
| Total Adjusted Contract Price:<br>\$ <u>1,210,666.24</u>                                  | Total Adjusted Contract Times:<br>Substantial Completion: <u>10/1/2019</u>                      |

|                                                                                     |                   |
|-------------------------------------------------------------------------------------|-------------------|
| Recommended for Approval by Engineer:                                               | Date:             |
|  | <u>09/20/2019</u> |

|                                     |       |
|-------------------------------------|-------|
| Authorized for North Ogden City by: | Date: |
|                                     |       |

|                                       |       |
|---------------------------------------|-------|
| Authorized for Pleasant View City by: | Date: |
|                                       |       |

|                                                                                     |                  |
|-------------------------------------------------------------------------------------|------------------|
| Received for Contractor by:                                                         | Date:            |
|  | <u>9/20/2019</u> |

## Cost Breakdown

Change Order No. #2

### CHANGE IN CONTRACT PRICE:

| No.                     | Description                                        | Quantity |    | Unit Price | Total Price |
|-------------------------|----------------------------------------------------|----------|----|------------|-------------|
| <b>North Ogden City</b> |                                                    |          |    |            |             |
| 201                     | Replace old style manhole rings and covers         | 4        | EA | \$ 300.00  | \$ 1,200.00 |
| 202                     | New monument construction to replace bad monuments | 4        | EA | 900.00     | 3,600.00    |
| 203                     | install                                            | 6        | EA | 440.00     | 2,640.00    |
| 204                     | New monument ring and cover                        | 2        | EA | 86.00      | 172.00      |
|                         |                                                    |          |    |            | -           |
| North Ogden Subtotal    |                                                    |          |    |            | \$ 7,612.00 |

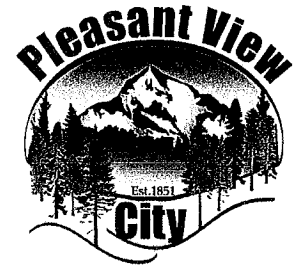
|                           |                                                                |     |    |          |             |
|---------------------------|----------------------------------------------------------------|-----|----|----------|-------------|
| <b>Pleasant View City</b> |                                                                |     |    |          |             |
| 211                       | Provide additional metal plating for added manhole collars in  | 6   | EA | 78.00    | 468.00      |
| 212                       | Asphalt patch at 504 W 4200 N                                  | 163 | SY | 29.00    | 4,727.00    |
| 213                       | Install new water valve box and collar at Weber High fire line | 1   | LS | 1,050.00 | 1,050.00    |
|                           |                                                                |     |    |          | -           |
| Pleasant View Subtotal    |                                                                |     |    |          | \$ 6,245.00 |

|                                        |                     |
|----------------------------------------|---------------------|
| <b>Total Change in Contract Price:</b> | <b>\$ 13,857.00</b> |
|----------------------------------------|---------------------|

### CHANGE IN CONTRACT TIMES:

|                                        |                          |           |             |
|----------------------------------------|--------------------------|-----------|-------------|
| 1                                      | Additional Time Required | 30        | days        |
| <b>Total Change in Contract Times:</b> |                          | <b>30</b> | <b>days</b> |

# Memo



**To:** Mayor & City Council Members

**From:** Laurie Hellstrom

**Meeting Date:** October 4, 2019

**Re:** Request a Local Consent Form for CSM Bakery

## **I. RECOMMENDED ACTION**

Recommend granting approval of a Local Consent Special Use Permit Pursuant to State Code 32B-10 for CSM Bakery at 1400 W 2700 N for the use of alcohol as a functional ingredient in one of their icings subject to Northview Fire District's recommendation.

## **II. DESCRIPTION / BACKGROUND**

CSM Bakery will be using alcohol as a functional ingredient in one of their icings. They are applying to the State Alcohol Beverage Control Department and according to State Code 32B-10 they are required to get a Local Consent Special Use Permit from Pleasant View City.

Their application to the DABC needs to be in by October 10<sup>th</sup> in order to have their permit by the end of October.

Documents required by the DABC are: criminal history backgrounds, organizational document file with the Utah Department of Commerce, local consent form from the city, copy of current business license, surety bond or cash bond, and scaled floor plan of the facility.

They are located in a MP-1 which allows for such a use.

Due to the nature of storing flammable chemicals, the Northview Fire District needs to provide the city with their recommendation for approval.

## **III. LIST OF ATTACHMENTS**

**A.** Local Consent Special Use Permit (Industrial & Manufacturing)

**B.** Utah State Code 32 Chapter 10: Special Use Permit Act

**LOCAL CONSENT  
SPECIAL USE PERMIT**

**(Industrial & Manufacturing)**

Date \_\_\_\_\_

Utah Department of Alcoholic Beverage Control  
Licensing and Compliance Section  
1625 So 900 West  
PO Box 30408  
Salt Lake City, Utah 84130

Gentlemen:

\_\_\_\_\_ *Pleasant View* \_\_\_\_\_ (City)(Town)(County) hereby

grants its consent to the issuance of a special use permit to \_\_\_\_\_,  
special use permittee, located at \_\_\_\_\_, pursuant to the  
provisions of Section 32B-10 Utah Code, for the purpose of purchase, storage, sale,  
consumption and/or other lawful use of alcoholic products as authorized by the Utah  
Department of Alcoholic Beverage Control.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

## **Chapter 10 Special Use Permit Act**

### **Part 1 General Provisions**

#### **32B-10-101 Title.**

This chapter is known as the "Special Use Permit Act."

Enacted by Chapter 276, 2010 General Session

#### **32B-10-102 Definitions.**

As used in this chapter, "special use permit" means a special use permit issued under this chapter, including:

- (1) a religious wine use permit;
- (2) an industrial or manufacturing use permit;
- (3) a scientific or educational use permit; and
- (4) a public service permit.

Enacted by Chapter 276, 2010 General Session

### **Part 2 Special Use Permitting General Provisions**

#### **32B-10-201 Commission's power to issue special use permit.**

- (1) Before a person may purchase, use, store, sell, offer for sale, allow consumption, or manufacture an alcoholic product in a manner that requires a special use permit, the person shall first obtain a special use permit in accordance with this chapter.
- (2)
  - (a) The commission may issue a special use permit for the purchase, use, storage, sale, offer for sale, consumption, or manufacture of an alcoholic product for a limited purpose specified by this chapter and the rules of the commission.
  - (b) A special use permit authorizes the special use permittee to purchase, use, store, sell, offer for sale, consume, or manufacture an alcoholic product only in the quantity, in a type, and for a purpose stated in the special use permit.

Enacted by Chapter 276, 2010 General Session

#### **32B-10-202 Application for special use permit -- Qualifications.**

- (1) To obtain a special use permit, a person shall submit to the department:
  - (a) a written application in a form prescribed by the department;
  - (b) a nonrefundable application fee, if required by the relevant part of this chapter applicable to the type of special use permit for which the person applies;
  - (c) an initial permit fee:
    - (i) if required by the relevant part of this chapter applicable to the type of special use permit for which the person applies; and

- (ii) that is refundable if a special use permit is not issued;
  - (d) a one-time special use permit fee if required by a section of this chapter:
    - (i) applicable to the type of special use permit for which the person applies; and
    - (ii) that is refundable if a special use permit is not issued;
  - (e) a statement of the purpose for which the person applies for the special use permit;
  - (f) a description of the types of alcoholic product the person intends to use under authority of the special use permit;
  - (g) written consent of the local authority;
  - (h) if required, a bond as provided in Section 32B-10-205;
  - (i) a floor plan of the immediate area within the premises in which the person proposes that an alcoholic product will be used, mixed, stored, sold, or consumed if required by the relevant part of this chapter applicable to the type of special use permit for which the person applies;
  - (j) a signed consent form stating that the special use permittee will permit any authorized representative of the commission, department, or any other law enforcement officer to have unrestricted right to enter the special use permittee's premises;
  - (k) if the person is an entity, proper verification evidencing that a person who signs the application is authorized to sign on behalf of the entity; and
  - (l) any other information the commission or department may require.
- (2)
- (a) The commission may issue a special use permit only to a person who qualifies as follows:
    - (i) the commission may issue a religious wine use permit to a religious organization;
    - (ii) the commission may issue an industrial or manufacturing use permit to a person engaged in an industrial or manufacturing pursuit;
    - (iii) the commission may issue a scientific or educational use permit to a person engaged in a scientific or educational pursuit; and
    - (iv) the commission may issue a public service permit to an operator of an airline, railroad, or other public conveyance.
  - (b) The commission may not issue a special use permit to a person who is disqualified under Section 32B-1-304.
  - (c) If a person to whom a special use permit is issued no longer possesses the qualifications required by this title for obtaining that special use permit, the commission may suspend or revoke that special use permit.

Enacted by Chapter 276, 2010 General Session

**32B-10-203 Renewal of special use permit.**

- (1) A special use permit expires on December 31 of each year unless otherwise provided on the special use permit.
- (2) To renew a renewable special use permit, a person shall submit a completed renewal application to the department:
  - (a) no later than November 30; and
  - (b) in a form prescribed by the department.
- (3) Failure to meet the renewal requirements results in an automatic forfeiture of the special use permit, effective on the date the existing special use permit expires.

Enacted by Chapter 276, 2010 General Session

**32B-10-204 Duties of commission and department before issuing special use permit.**

- (1)
  - (a) Before the commission issues a special use permit, the department shall conduct an investigation and may hold public hearings to gather information and make recommendations to the commission as to whether a special use permit should be issued.
  - (b) The department shall forward the information it gathers and its recommendations to the commission to aid in the commission's determination.
- (2) Before issuing a special use permit, the commission shall:
  - (a) determine that the person filed a complete application and is in compliance with:
    - (i) Section 32B-10-202; and
    - (ii) the relevant part under this chapter that applies to the special use permit for which the person is applying;
  - (b) determine that the person is not disqualified under Section 32B-1-304;
  - (c) consider the physical characteristics of the premises where an alcoholic product is proposed to be used, mixed, stored, sold, offered for sale, or furnished such as:
    - (i) the condition of the premises;
    - (ii) public visibility; and
    - (iii) safety considerations;
  - (d) consider the person's ability to properly use the special use permit within the requirements of this title and the commission rules including:
    - (i) the proposed use of the special use permit; and
    - (ii) the nature and type of person making use of the special use permit;
  - (e) consider specific factors regarding the specific type of special use permit sought by the person;
  - (f) approve of the location and equipment used by the person to distill alcohol for experimental testing purposes or use as a fuel; and
  - (g) consider any other factor the commission considers necessary.

Enacted by Chapter 276, 2010 General Session

**32B-10-205 Bond for special use permit.**

- (1) A special use permittee shall post a cash bond or surety bond only if the relevant part under this chapter for the type of special use permit requires posting of a bond.
- (2)
  - (a) If a special use permittee is required to post a bond as provided in Subsection (1), the special use permittee shall procure and maintain the bond for as long as the special use permittee continues to operate under the special use permit.
  - (b) A bond required under this section shall be:
    - (i) in a form approved by the attorney general; and
    - (ii) conditioned upon the special use permittee's faithful compliance with this title and the rules of the commission.
- (3) If a surety bond posted by a special use permittee under this section is canceled due to a special use permittee's negligence, the department may assess a \$300 reinstatement fee.
- (4) No part of a bond posted by a special use permittee under this section may be withdrawn during the period that the special use permit is in effect.
- (5)
  - (a) A bond posted by a special use permittee under this section may be forfeited if the special use permit is revoked.

- (b) Notwithstanding Subsection (5)(a), the department may make a claim against a bond posted by a special use permittee for money owed the department under this title without the commission first revoking the special use permit.

Enacted by Chapter 276, 2010 General Session

**32B-10-206 General operational requirements for special use permit.**

(1)

- (a) A special use permittee and staff of the special use permittee shall comply with this title and rules of the commission, including the relevant part of the chapter that applies to the type of special use permit held by the special use permittee.
- (b) Failure to comply as provided in Subsection (1)(a) may result in disciplinary action in accordance with Chapter 3, Disciplinary Actions and Enforcement Act, against:
  - (i) a special use permittee;
  - (ii) individual staff of a special use permittee; or
  - (iii) a special use permittee and staff of the special use permittee.
- (c) The commission may suspend or revoke a special use permit with or without cause.

(2)

- (a) If there is a conflict between this part and the relevant part under this chapter for the specific type of special use permit, the relevant part under this chapter governs.
- (b) Notwithstanding that this part may refer to "liquor" or an "alcoholic product," a special use permittee may only purchase, use, store, sell, offer for sale, allow consumption, or manufacture an alcoholic product authorized for the special use permit that is held by the special use permittee.
- (c) Notwithstanding that this part or the relevant part under this chapter for the type of special use permit held by a special use permittee refers to "special use permittee," a person involved in the purchase, use, store, sell, offer for sale, allow consumption, or manufacture of an alcoholic product for which the special use permit is issued is subject to the same requirement or prohibition.

(3)

- (a) A special use permittee shall make and maintain a record, as required by commission rule, of any alcoholic product purchased, used, sold, or manufactured.
- (b) Section 32B-1-205 applies to a record required to be made or maintained in accordance with this Subsection (3).

(4)

- (a) Except as otherwise provided in this title, a special use permittee may not purchase liquor except from a state store or package agency.
- (b) A special use permittee may transport liquor purchased by the special use permittee in accordance with this Subsection (4) from the place of purchase to the special use permittee's premises.
- (c) A special use permittee shall purchase liquor at prices set by the commission.
- (d) When authorized by a special use permit, a special use permittee may purchase and receive an alcoholic product directly from a manufacturer for a purpose that is industrial, educational, scientific, or manufacturing.
- (e) A health care facility may purchase and receive an alcoholic product directly from a manufacturer for use at the health care facility.

- (5) A special use permittee may not use, mix, store, sell, offer for sale, furnish, manufacture, or allow consumption of an alcoholic product in a location other than as designated in a special use permittee's application.
- (6) Except as otherwise provided, a special use permittee may not sell, offer for sale, or furnish an alcoholic product to:
  - (a) a minor;
  - (b) a person actually, apparently, or obviously intoxicated;
  - (c) a known interdicted person; or
  - (d) a known habitual drunkard.
- (7) A special use permittee may not employ a minor to handle an alcoholic product.
- (8)
  - (a) The location specified in a special use permit may not be transferred from one location to another location, without prior written approval of the commission.
  - (b) A special use permittee may not sell, transfer, assign, exchange, barter, give, or attempt in any way to dispose of the permit to another person whether for monetary gain or not.
- (9) A special use permittee may not purchase, use, mix, store, sell, offer for sale, furnish, consume, or manufacture an alcoholic product for a purpose other than that authorized by the special use permit.
- (10) The commission may prescribe by policy or rule consistent with this title, the general operational requirements of a special use permittee relating to:
  - (a) physical facilities;
  - (b) conditions of purchase, use, storage, sale, consumption, or manufacture of an alcoholic product;
  - (c) purchase, storage, and sales quantity limitations; and
  - (d) other matters considered appropriate by the commission.

Enacted by Chapter 276, 2010 General Session

**32B-10-207 Notifying department of change of ownership.**

The commission may suspend or revoke a special use permit if a special use permittee does not immediately notify the department of a change in:

- (1) ownership of the permittee's business;
- (2) for a corporate owner, the:
  - (a) corporate officers or directors; or
  - (b) shareholders holding at least 20% of the total issued and outstanding stock of the corporation;or
- (3) for a limited liability company:
  - (a) managers; or
  - (b) members owning at least 20% of the limited liability company.

Enacted by Chapter 276, 2010 General Session

**Part 3**  
**Public Service Permit**

**32B-10-301 Title.**

This part is known as "Public Service Permit."

Enacted by Chapter 276, 2010 General Session

**32B-10-302 Definitions.**

Reserved

Enacted by Chapter 276, 2010 General Session

**32B-10-303 Specific application and renewal requirements for public service permit.**

- (1) To obtain a public service permit, in addition to complying with Section 32B-10-202, a person shall submit to the department:
  - (a) a statement of the total of regularly numbered flights, trains, buses, boats, or other types of public conveyance for which the person plans to use the special use permit;
  - (b) a floor plan of any room or facility in which the person plans to establish a hospitality room where the sale, offer for sale, or furnishing of an alcoholic product is made to a patron then in transit, using the host company's airline, railroad, bus, boat, or other public conveyance; and
  - (c) evidence of proximity of a proposed hospitality room to the arrival and departure area used by a person traveling on the host company's airline, railroad, bus, boat, or other public conveyance.
- (2)
  - (a) The nonrefundable application fee for a public service permit is \$75.
  - (b) The initial permit fee for a public service permit is \$250.
  - (c) The bond amount required for a public service permittee is the penal sum of \$1,000.
- (3)
  - (a) To renew a public service permit, a person shall comply with Section 32B-10-203.
  - (b) The renewal fee for a public service permit is \$30 for each regularly numbered passenger airplane flight, passenger train, bus, boat, or any other regularly scheduled public conveyance upon which an alcoholic product is sold, offered for sale, or furnished.

Amended by Chapter 334, 2011 General Session

**32B-10-304 Specific operational requirements for a public service permit.**

- (1)
  - (a) In addition to complying with Section 32B-10-206, a public service permittee and staff of the public service permittee shall comply with this section.
  - (b) Failure to comply as provided in Subsection (1)(a) may result in disciplinary action in accordance with Chapter 3, Disciplinary Actions and Enforcement Act, against:
    - (i) a public service permittee;
    - (ii) individual staff of a public service permittee; or
    - (iii) both a public service permittee and staff of the public service permittee.
- (2)
  - (a) A public service permittee whose public conveyances operate on an interstate basis may do the following:
    - (i) purchase an alcoholic product outside of the state;
    - (ii) bring an alcoholic product purchased outside of the state into the state; and

- (iii) sell, offer for sale, and furnish an alcoholic product purchased outside of the state to a passenger traveling on the public service permittee's public conveyance for consumption while en route on the public conveyance.
- (b) A public service permittee whose public conveyance operates solely within the state, to sell, offer for sale, or furnish to a passenger traveling on the public service permittee's public conveyance for consumption while en route on the public conveyance, shall purchase:
  - (i) liquor from a state store or package agency; and
  - (ii) beer from a beer wholesaler licensee.
- (3)
  - (a) A public service permittee may establish a hospitality room in which an alcoholic product may be stored, sold, offered for sale, furnished, and consumed, if:
    - (i) the room is located within a depot, terminal, or similar facility adjacent to and servicing the public service permittee's airline, railroad, bus, boat, or other public conveyance;
    - (ii) the room is completely enclosed and the interior is not visible to the public;
    - (iii) the sale, offer for sale, or furnishing of an alcoholic product is made only to a person:
      - (A) then in transit using the host company's airline, railroad, bus line, or other public conveyance; and
      - (B) holding a valid boarding pass or similar travel document issued by the host company; and
    - (iv)
      - (A) liquor is purchased from:
        - (I) a state store; or
        - (II) a package agency; and
      - (B) beer is purchased from a beer wholesaler licensee.
  - (b)
    - (i) A public service permittee operating a hospitality room shall display in a prominent place in the hospitality room, a sign in large letters that consists of text in the following order:
      - (A) a header that reads: "WARNING";
      - (B) a warning statement that reads: "Drinking alcoholic beverages during pregnancy can cause birth defects and permanent brain damage for the child.";
      - (C) a statement in smaller font that reads: "Call the Utah Department of Health at [insert most current toll-free number] with questions or for more information.";
      - (D) a header that reads: "WARNING"; and
      - (E) a warning statement that reads: "Driving under the influence of alcohol or drugs is a serious crime that is prosecuted aggressively in Utah."
    - (ii)
      - (A) The text described in Subsections (3)(b)(i)(A) through (C) shall be in a different font style than the text described in Subsections (3)(b)(i)(D) and (E).
      - (B) The warning statements in the sign described in Subsection (3)(b)(i) shall be in the same font size.
    - (iii) The Department of Health shall work with the commission and department to facilitate consistency in the format of a sign required under this section.
  - (c) A hospitality room shall be operated in accordance with this chapter and rules adopted by the commission.

Amended by Chapter 334, 2011 General Session

## **Part 4**

### **Industrial or Manufacturing Use Permit**

#### **32B-10-401 Title.**

This part is known as "Industrial or Manufacturing Use Permit."

Enacted by Chapter 276, 2010 General Session

#### **32B-10-402 Definitions.**

Reserved

Enacted by Chapter 276, 2010 General Session

#### **32B-10-403 Specific application requirements for industrial or manufacturing use permit.**

- (1) To obtain an industrial or manufacturing use permit, in addition to complying with Section 32B-10-202, a person shall submit to the department:
  - (a) a floor plan of the immediate area within the premises in which the person proposes that an alcoholic product be used, mixed, stored, sold, offered for sale, furnished, or consumed; and
  - (b) if the person is applying for an industrial or manufacturing use permit to produce gasohol or any alcoholic product, evidence that the person has:
    - (i) an approved Notice of Registration of Distilled Spirits Plant; and
    - (ii) the appropriate permit from the federal Alcohol and Tobacco Tax and Trade Bureau.
- (2)
  - (a) The nonrefundable application fee for an industrial or manufacturing use permit is \$75.
  - (b) The one-time special use permit fee for an industrial or manufacturing use permit is \$250.
  - (c) The bond amount required for an industrial or manufacturing use permit is the penal sum of \$1,000.

Amended by Chapter 334, 2011 General Session

#### **32B-10-404 Specific operational requirements for industrial or manufacturing use permit.**

- (1)
  - (a) In addition to complying with Section 32B-10-206, an industrial or manufacturing use permittee and staff of the industrial or manufacturing use permittee shall comply with this section.
  - (b) Failure to comply as provided in Subsection (1)(a) may result in disciplinary action in accordance with Chapter 3, Disciplinary Actions and Enforcement Act, against:
    - (i) an industrial or manufacturing use permittee;
    - (ii) individual staff of an industrial or manufacturing use permittee; or
    - (iii) an industrial or manufacturing use permittee and staff of the industrial or manufacturing use permittee.
- (2) An industrial or manufacturing use permittee may produce for lawful use and sale the following:
  - (a) vinegar;
  - (b) preserved nonintoxicating cider;
  - (c) a food preparation;
  - (d) a United States Pharmacopoeia or national formulary preparation in conformity with Title 58, Chapter 17b, Pharmacy Practice Act, Chapter 37, Utah Controlled Substances Act, Chapter

37a, Utah Drug Paraphernalia Act, Chapter 37b, Imitation Controlled Substances Act, and Chapter 37c, Utah Controlled Substance Precursor Act, if the preparation:

- (i) conforms to standards established by:
    - (A) the Department of Agriculture and Food; and
    - (B) the Department of Health; and
  - (ii) contains no more alcohol than is necessary to preserve or extract the medicinal, flavoring, or perfumed properties of the treated substances; and
  - (e) wood and denatured alcohol if manufactured in compliance with the formulas and regulations under Title 27, C.F.R. Parts 19, 20, and 21.
- (3)
- (a) An industrial or manufacturing use permittee that produces patent or proprietary medicines containing alcohol may sell or offer for sale the medicines in the original and unbroken container if the medicine contains sufficient medication to prevent its use as an alcoholic product.
  - (b) An industrial or manufacturing use permittee described in this Subsection (3) shall, upon request by the department, provide a sufficient sample of the medicine to enable the department to have the medicine analyzed for purposes of this section.

Amended by Chapter 307, 2011 General Session

Amended by Chapter 334, 2011 General Session

## **Part 5**

### **Scientific or Educational Use Permit**

#### **32B-10-501 Title.**

This part is known as "Scientific or Educational Use Permit."

Enacted by Chapter 276, 2010 General Session

#### **32B-10-502 Definitions.**

Reserved

Enacted by Chapter 276, 2010 General Session

#### **32B-10-503 Specific application requirements for scientific or educational use permit.**

- (1) To obtain a scientific or educational use permit, a person shall comply with Section 32B-10-202.
- (2) The one-time special use permit fee for a scientific or educational use permit is \$125.

Amended by Chapter 334, 2011 General Session

## **Part 6**

### **Religious Use of Alcoholic Products**

#### **32B-10-601 Title.**

This part is known as "Religious Use of Alcoholic Products."

Enacted by Chapter 276, 2010 General Session

**32B-10-602 Definitions.**

Reserved

Enacted by Chapter 276, 2010 General Session

**32B-10-603 Specific application requirements for religious wine use permit.**

- (1) To purchase an alcoholic product from the department at the department's cost plus freight charges, a religious organization shall obtain a religious wine use permit.
- (2) To obtain a religious wine permit, a person shall comply with Section 32B-10-202.
- (3) The one-time special use permit fee for a religious wine use permit is \$125.

Amended by Chapter 334, 2011 General Session

**32B-10-604 Specific operational requirements for religious wine use permit.**

- (1)
  - (a) In addition to complying with Section 32B-10-206, a religious wine permittee and staff of the religious wine permittee shall comply with this section.
  - (b) Failure to comply as provided in Subsection (1)(a) may result in disciplinary action in accordance with Chapter 3, Disciplinary Actions and Enforcement Act, against:
    - (i) a religious wine permittee;
    - (ii) individual staff of a religious wine permittee; or
    - (iii) a religious wine permittee and staff of the religious wine permittee.
- (2) A religious wine use permittee may purchase wine from a state store as the department may designate at the department's cost plus freight charges.
- (3) A religious wine use permittee may not use wine purchased under a religious wine use permit for a purpose other than a religious purpose.

Amended by Chapter 369, 2012 General Session

**32B-10-605 Religious organization exemption.**

- (1) A religious organization that provides or allows to be provided an alcoholic product to a person as part of the religious organization's religious services:
  - (a) does not violate this title by providing or allowing the provision of an alcoholic product as part of a religious service; and
  - (b) is not required to hold a license or special use permit to provide or allow the provision of an alcoholic product for religious services.
- (2) This exemption does not exempt a religious organization from complying with this title with respect to an alcoholic product purchased by the religious organization for a purpose other than one purpose stated in Subsection (1).

Enacted by Chapter 276, 2010 General Session

**Part 7**

## **Health Care Facility or Practitioner Use of Alcoholic Products**

### **32B-10-701 Title.**

This part is known as "Health Care Facility or Practitioner Use of Alcoholic Products."

Enacted by Chapter 276, 2010 General Session

### **32B-10-702 Definitions.**

As used in this part, "health care facility" means a facility that is licensed by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.

Enacted by Chapter 276, 2010 General Session

### **32B-10-703 Health care facility exemption.**

(1)

- (a) This Subsection (1) applies to a health care facility that administers or allows to be administered an alcoholic product to a patient of the health care facility if the alcoholic product is prescribed by a person licensed by the state to write a prescription.
- (b) A health care facility described in Subsection (1)(a):
  - (i) is not in violation of this title; and
  - (ii) is not required to hold a license or special use permit to make or allow the administration of an alcoholic product.
- (2) This exemption does not apply to an alcoholic product purchased by a health care facility for administration to a patient or a use other than one stated in Subsection (1).

Enacted by Chapter 276, 2010 General Session

### **32B-10-704 Health care practitioner exemption.**

(1) This section applies to an individual who:

- (a)
  - (i) is a health care practitioner; or
  - (ii) is a veterinarian licensed under Title 58, Chapter 28, Veterinary Practice Act;
- (b) is acting within the scope of individual's professional responsibility; and
- (c) in a professional capacity, prescribes, prepares, or administers an alcoholic product to a person being treated or within the scope of the health care practitioner's license authority.
- (2) A person described in Subsection (1):
  - (a) is not in violation of this title; and
  - (b) is not required to hold any type of license or permit to use an alcoholic product professionally.

Enacted by Chapter 276, 2010 General Session



CONSULTING ENGINEERS

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MEMORANDUM

TO: Bill Cobabe – Pleasant View City Administrator

FROM: Dana Q. Shuler, P.E.  
Jones and Associates Consulting Engineers *Dana Q. Shuler*

CC: Jill Hunt – Pleasant View Planning Technician

RE: **Rocky Meadows Subdivision, Phase 1 (fka Maycock-Moore)**  
**AFPO – Adequacy Recommendation**

Date: October 8, 2019

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Our office has completed an Adequacy Determination based on the Rocky Meadows Subdivision, Phase 1, construction plans, most recent version at the time of this memo.

**ADEQUACY DETERMINATION**

The proposed subdivision contains the following:

- 33 residential lots
- 1 parcel (storm water detention basin)

For the purposes of this determination, 33 ERCs were assigned to this subdivision phase.

Timing/Phasing: This subdivision phase is anticipated to be constructed in late 2019 and into 2020.

Attachment 1 addresses the Table 18.70.01 – Minimum Service Capacity Standards as found in the Pleasant View City Ordinances.

**RECOMMENDATION**

Based on the determination, we offer a **Recommendation for Conditional Approval** based on the information provided. Conditions are:

1. Final plan approval by City Engineer
2. Full will-serve from secondary water provider

Therefore, we recommend adopting a **Conditional Adequacy Determination** with the above stated conditions.

Should you have any questions, please let us know.

# Rocky Meadows Subdivision, Phase 1

October 8, 2019

by DQS

| Impacted Facilities                                         | Proposed Impact (ERCs) | Capacity of Existing Public Facilities | Demand from Existing and Approved Development | Extent of Proposed Impact | Availability to Accommodate Proposed Development | Adequate Public Facility?              |
|-------------------------------------------------------------|------------------------|----------------------------------------|-----------------------------------------------|---------------------------|--------------------------------------------------|----------------------------------------|
| Culinary Water                                              | 33                     |                                        |                                               |                           |                                                  | YES                                    |
| Annual Source (ac-ft)                                       |                        | 1,415                                  | 1,263                                         | 14.78                     | 152.10                                           | yes                                    |
| Peak Day Demand (MGD)                                       |                        | 2,638                                  | 2,347                                         | 0.026                     | 0.291                                            | yes                                    |
| Storage (gallons)                                           |                        | 2,570,000                              | 1,233,400                                     | 13,200                    | 1,336,600                                        | yes                                    |
| Pressure (peak pay demand 40 psi)                           |                        | water model run                        |                                               | ok                        |                                                  | yes                                    |
| Pressure (peak instant. 30 psi)                             |                        | water model run                        |                                               | ok                        |                                                  | yes                                    |
| Fire Flow (20 psi)                                          |                        | water model run                        |                                               | ok                        |                                                  | yes                                    |
| Existing infrastructure available                           |                        |                                        |                                               |                           |                                                  | yes                                    |
| Secondary Water                                             |                        |                                        |                                               |                           |                                                  | YES                                    |
| Adequate water shares per provider                          |                        |                                        |                                               |                           |                                                  | conditional will-serve letter provided |
| Minimum capacity service standard                           |                        |                                        |                                               |                           |                                                  | yes                                    |
| Existing infrastructure available                           |                        |                                        |                                               |                           |                                                  | YES                                    |
| Sanitary Sewer                                              |                        |                                        |                                               |                           |                                                  | acceptable                             |
| Impact on system                                            |                        |                                        |                                               |                           |                                                  | will-serve letter provided             |
| Sewer District treatment capacity                           |                        |                                        |                                               |                           |                                                  | CONDITIONAL                            |
| Storm Drain                                                 |                        |                                        |                                               |                           |                                                  | pending plan approval by Lorin         |
| Detention release rate (based on current City Standards)    |                        |                                        |                                               |                           |                                                  | considered                             |
| Detention volume (based on current City Standards)          |                        |                                        |                                               |                           |                                                  | YES                                    |
| Piping System Capacity (25-yr)                              |                        |                                        |                                               |                           |                                                  | n/a                                    |
| Impact on system (per storm model)                          |                        |                                        |                                               |                           |                                                  | no study required                      |
| Road Network                                                |                        |                                        |                                               |                           |                                                  | n/a                                    |
| If > 50 dwelling units, 2 means of ingress/egress           |                        |                                        |                                               |                           |                                                  | n/a                                    |
| If > 1,000 ADT or Peak > 200, Traffic Impact Study required |                        |                                        |                                               | 314 ADT                   | 34 peak trips                                    | n/a                                    |
| Impact of additional truck traffic                          |                        |                                        |                                               |                           |                                                  | n/a                                    |
| UDOT - access permit                                        |                        |                                        |                                               |                           |                                                  | n/a                                    |