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

August 24, 2021

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, August 24, 2021, **commencing at 6:00 PM.**

The agenda consists of the following:

Pledge of allegiance: Sara Urry
Opening Prayer, Reading or Expression of Thought: Sara Urry
Declaration of Conflicts of Interest
Comments/Questions for the Mayor & Council (public – limited to 3 minutes)
Consent Items:
- July 13, 2021, and July 27, 2021 (2 sets)
- Bills of Pleasant View City

Business:

6:10 P.M. 1. Discussion and possible action to grant an exemption to the Home Occupation conditions to allow a person other than a bona fide residents of the premises and to conducted activities outside the primary structure on the premise for a preschool at 1091 W 3050 N. Requester: Megan Cluff. *(Presenter: Laurie Hellstrom)*

6:20 P.M. 2. Discussion and possible action to grant an exemption to the Home Occupation conditions to allow a person other than a bona fide residents of the premises and to conducted activities outside the primary structure on the premise for a RV & Misc. Repairs at 3061 N 1000 W. Requester: Kevin Bailey. *(Presenter: Laurie Hellstrom)*

6:30 P.M. 3. Public Hearing. Discussion and possible action to consider amending the Mixed Use Zone Ordinance in Title 20, Ordinance 2021-8. *(Presenter: Jill Hunt)*

6:45 P.M. 4. Public Hearing. Discussion and possible action to consider amending the A-5 Zone Ordinance, Ordinance 2021-9. *(Presenter: Jill Hunt)*

7:00 P.M. 5. Discussion and possible action to award the Pleasant View Drive Water Transfers and Storm Drain Spot Repair Project. *(Presenter: Dana Shuler)*

7:10 P.M. 6. Discussion and possible action to consider approval of Amendment 1 to the Development Agreement for the Rulon White Business Park Subdivision. *(Presenter: Dana Shuler)*

7:20 P.M. 7. Discussion and possible action to consider approving a Long-Term Storm Water Management Agreement with Arnold Machinery. *(Presenter: Jill Hunt)*

7:30 P.M. 8. Discussion and possible action to approve a lease purchase agreement for two Police Fleet Vehicles with Zions Bank Public Finance, Resolution 2021-H. *(Presenter: Ryon Hadley)*

7:30 P.M. 9. Closed Meeting.

11. Discussion and possible action from the closed meetings.

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

July 13, 2021

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

MAYOR:
Leonard Call
COUNCILMEMBERS:
Ann Arrington
Kevin Bailey
Steve Gibson
David Marriott *(via Zoom)*
Sara Urry
STAFF:
Amy Mabey
Laurie Hellstrom
Tyson Jackson
Ryon Hadley
VISITORS:
Derek Draper Tari Draper
Jennie Taylor

Pledge of Allegiance: Ann Arrington
Opening Prayer, Reading or Expression of Thought: Ann Arrington
Declaration of Conflicts of Interest:
None were given.
Comments/Questions for the Mayor & Council for items not on the agenda:
Derek Draper: does the Mayor and City Council have laptops? I would like to know the number of citations last month, the number of traffic stops. How many citations from the city ordinance violations in the last 2 years. Discussed what happened in the last city council meeting. If the city ordinance needs to be fixed and who can fix the ordinances. What has been done to fix the ordinances? Who determines what is ethical? You agreed to enforce city ordinance when you became city councilmen so being a city councilmember is wrong? Do gender, sexual orientation, friend family member affect your decisions when enforcing a law? What law have to be followed and which laws don't have to be followed? The city and staff need to be treated better than to be allowed to be called immoral and deserves an apology. Mayor Call: to clarify the ordinance was not and ordinance but exemptions and will the city council grant those exemptions. CM Bailey didn't call staff immoral but the situation immoral
Business:
1. Presentation regarding, WEber Remembers 911 Commemoration on September 11. ***(Presenter: Major Brent Taylor Foundation)***

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Jennie Taylor presented the 20th anniversary of 911 attack with a WEber Remembers 911 Commemoration on September 11. I invite the city to participate with a pictures and a sentence of what makes Pleasant View City unique.

2. Discussion and possible action to consider a request to order two leased police vehicles. *(Presenter: Ryon Hadley).*

Ryon Hadley: Ken Garff wanted to know if we want the last 2 vehicles on the state contract and it was discounted $11K. We are suggesting the two-year lease program. The new vehicles will be for the new hire in January and this year's new hire.

Motion was made by CM Baily to approve the request to order two leased police vehicles. 2nd by CM Arrington.

Discussion. CM Marriott: how do we handle the vehicles now? Do we have extra? Ryon Hadley: we don't have any extra vehicles. CM Gibson: when do the leases expire and can combined? Ryon Hadley: the yearly budgeted output is the same and they don't interfere with the leases.

Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

3. Discussion and possible action to consider a Request for Proposals to increase the Property Acquisition pool. *(Presenter: Amy Mabey)*

Amy Mabey: we currently have three agents in the acquisition pool and with the projects and the compacity challenges we would like to expand the pool and have more options.

Motion was made by CM Urry to put out a Request for Proposals to increase the Property Acquisition pool. 2nd by CM Bailey. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

4. Discussion and possible action to consider payment of invoice from 3XL for sewer extension near 1000 W for Pleasant View Landing Subdivision in the amount of $12,135.00. (Presenter: Tyson Jackson)

Tyson Jackson: this project came up with the Pleasant View Landing Subdivision. We are trying to keep the digging out of the road for laterals. We didn't realize that we got into bad soil and the cost went up but then the cost went down from $23K to $12K by using their escrow cost estimates. We picked up the two homes to keep them from digging in the road. CM Bailey: why is the city paying for the laterals in a subdivision? Tyson Jackson: no. This is outside the subdivision with the existing homes. I should have worked with them.

Motion was made by CM Gibson to approve payment of invoice from 3XL for sewer extension near 1000 W for Pleasant View Landing Subdivision in the amount of $12,135.00. 2nd by CM Urry. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

5. Discussion and possible action to adopt a Joint Proclamation adopting culinary water usage limitations for severe drought conditions, Proclamation 2021-1. *(Presenter: Amy Mabey)*

Amy Mabey: this proclamation is for the existing drought condition and it has been a joint effort with Tyson Jackson and Mayor Call. Amy Mabey presented a power point presentation. The goal is to protect our culinary water resources. CM Gibson: who will enforce? Amy Mabey: if reports come in we have data monitoring. The first notification

is a warning from Tyson's group. The second warning is from code enforcement on water bills and third will involve the police and the fourth is a public hearing with the council. CM Urry: when will this be put out to the public? Amy Mabey: if adopted by the end of the week with educational information. It is tricky because Pineview has not been shut off yet. Mayor Call: it is already in the ordinance on the use of culinary water. This changes the penalties and the enforcement that we haven't had. The concern is using culinary water to keep lawns. Push this out next week and we will have it when Pineview shuts off. CM Gibson: are people conserving with Pineview? CM Urry: some have. Amy Mabey: the intent is that this will go until the end of November. CM Arrington: is the average use 15k? Laurie Hellstrom: 6k to 8K. CM Arrington: there is a higher tier? Laurie Hellstrom: yes but they still can afford it. Amy Maybe: we need more time to adjust tiers. CM Arrington: can we tighten down on usage for trees and shrubs? It is not tough enough language. Amy Mabey: we left some vagueness to work through. If it gets to a point we enforce more with a new proclamation. CM Arrington: there is washing cars, slip and slides and a lot of variables. CM Bailey: pools will use a lot of water. Enforcement will be tricky. Amy Mabey: absolutely. If one gets to the fourth violation they are abusing it. Tyson Jackson: the idea is that a pool and slip and slides are historically normal uses for culinary water. CM Marriott: can you tell a daily usage? Tyson Jackson: yes but not exactly where it is going. CM Marriott: can you watch this? Mayor Call: the public is well aware of the situation and respond favorably but some don't understand the difference between secondary water and culinary water. That is why we will be sending out the educational piece. CM Bailey: it is important to get this in place. CM Arrington: thank you for your efforts in putting this together.

Motion was made by CM Arrington to adopt a Joint Proclamation adopting culinary water usage limitations for severe drought conditions, Proclamation 2021-1. 2nd by CM Urry. Roll call vote. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

6. Closed Meeting.

Motion was made by CM Bailey to go into a closed meeting to discuss the character of an individual. 2nd by CM Arrington. Roll call vote. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

Mayor Call signed a sworn statement affirming the reason for the closed meeting.

Motion was made by CM Arrington to end the closed meeting. 2nd by CM Marriott. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

7. Discussion and possible action from the closed meetings.

Refer to item #8.

8. Discussion and possible action to adopt a Resolution appointing a Temporary Justice Court Judge, Resolution 2021-F. *(Presenter: Mayor Call)*

Motion was made by CM Arrington to adopt a Resolution appointing a Temporary Justice Court Judge, Judge Paul Olds, Resolution 2021-F. 2nd by CM Urry. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

9. Budget Workshop.

Mayor Call: August 10th is the Truth in Taxation hearing. We have talked about keeping the same rate. I have ran numbers. Valuations are out of wack. Amy Mabey: I put together a slide show. Mayor Call: all of the numbers are provided by the County Auditor. A Power Point presentation shown.

Other Business:

Ryon Hadley: there were 904 calls, 150 citations and 8 arrests. On Founders Day there was a house fire. Mayor Call: there were not firework calls from Northview Fire on Founders Day. Ryon Hadley: we have 5 registered sex offenders in the city.

CM Arrington: the RFP on fiber is out and they are due in August.

CM Urry: thanks to everyone on Founders Day.

CM Gibson: I love the feel of America in Pleasant View.

CM Marriott: thanks Amy Mabey for getting the fiber RFP out.

Adjournment: 7:45 P.M.

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

July 27, 2021

The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 4:05 P.M.

MAYOR:
Leonard Call

COUNCILMEMBERS:
Ann Arrington (absent)
Kevin Bailey (absent)
Steve Gibson
David Marriott
Sara Urry

STAFF:
Allison Christensen
Tyson Jackson
Ryon Hadley
Heather Gale

VISITORS:
Becky Stokes
Jerry Burns
Justin Urry

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Business:
1. Founder's Day Workshop.

The Founder's Day committee met to review the happenings of the Founder's Day Celebration 2021.

Adjournment: 5:21 P.M.

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

July 27, 2021

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

MAYOR:
Leonard Call
COUNCILMEMBERS:
Ann Arrington
Kevin Bailey
Steve Gibson
David Marriott
Sara Urry
STAFF:
Amy Mabey
Laurie Hellstrom
Tyson Jackson
Jill Hunt
Debbie Minert
Stetson Talbot
Ryon Hadley
VISITORS:
Dana Shuler
Lorna Guffey
Tammy Hunt
Art Bingham
Derek Draper
Conrad Ferrin
Joel Rackham
Merle Guffey
Bruce Hunt
Mike Flood
Jim Flint
Tari Draper
Toby Mileski

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Pledge of Allegiance: Leonard Call
Opening Prayer, Reading or Expression of Thought: Leonard Call
Declaration of Conflicts of Interest:
None were given.
Comments/Questions for the Mayor & Council for items not on the agenda:
Conrad Ferrin: I read the article in the newsletter on wasting water. There was a water truck filling up at a hydrant and then dumping it in Box Elder County. Mayor Call: I also notice that but hydrant belongs to Weber Basin Water. Conrad Ferrin: we still have the problem in the front yard with gravel washing out. I also received a nuisance letter for trailers in the yard but who doesn't. It also has no name. Why is it not signed? Who do I report to? There is not a weed in our yard and the trailers are in the back. Who turned me in? I talked to all my neighbors.

Derek Draper: if something is sent out for compliance then there should be the code and what they did wrong. My concern is the water policy code and the enforcement. It is vague. Why waste time if it won't hold up in court? You need to be clear on what is a violation. Amy Mabey: we worked with the city attorney. We needed it in a timely manner that is why it is a proclamation. We will then look at the ordinance. We hope many will not violate it and we will tweak it as we move forward.

Consent Items:

Motion was made by CM Gibson to approve the consent items with change (minutes of May 25, 2021, June 8, 2021 and June 10, 2021, and the bills of Pleasant View City). 2nd by CM Marriott. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

Business:

1. Public Hearing – Discussion and possible action to rezone properties along 1000 W, Pleasant View Drive and 850 W to correct zones and split-zones. Ordinance 2021-7. *(Presenter: Jill Hunt)*

Motion was made by CM Bailey to go into a public hearing for the rezone of properties along 1000 W, Pleasant View Drive and 850 W to correct zones and split-zones. 2nd by CM Arrington. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

Jill Hunt gave a power point presentation. The request is to clean up the zoning and bring all into compliance. It will give a clear expectation for those lots. The map of the area and lots were shown. A current zoning map and general plan maps were shown. Jill Hunt: in the back of the lots is A-2 and the front is RE-20. There is a CP-1/RE-20 lot that needs to be updated. There can't be residential and commercial on one lot. Mayor Call: how will this affect values? Jill Hunt: because there is a home on the properties all will be assessed as residential. Most of the taxes will stay the same except the Hunt's property that has been split by the County and it would change tax wise. CM Bailey: if I had a ¾ lot in an A-2, no tax change? Jill Hunt: according to the assessor's no. None of these would change except for two. I included the feedback I received, the animal differences and the whys? CM Bailey: in this effort to cleanup properties, I don't see the property behind Ferrin's included. Jill Hunt: that property will be in next part after this. Mayor Call: why did this happened? Jill Hunt: possibly zoned at so many feet back from the street and maybe it was allowed at the time. It is to make sense and cleanup with no confusions. CM Gibson: are they taxed lower? Jill Hunt: an A-2 parcel requires 150' frontage and they don't comply with the code. If we did this rezone for them they won't have to pay for it. Bruce and Tammy Hunt are worried about losing opportunities.

Toby Mileski: this is a forced zone change. What is behind the motive? These homes were approved and permitted in the zone at the time. Things change and ordinance change and made them non-compliant. What was the zone 50 years ago? Hunt's property will be taxed with a significant change and it will never go back to RE-20 or mixed zone. Vote no on the changes.

Lorna Guffey: who asked to clean up the properties? Mayor Call: we saw this when looking at Stuart Gibby's property. Lorna Guffey: why change some that doesn't need to be changed. Why not grandfather us in? Mayor Call: you said it doesn't fit. CM Arrington: how does this negatively affect you? Lorna Guffey: why change? CM Arrington: it is a positive to clean it up. Lorna Guffey: look on your books. What will it be in 2025? CM Arrington: do you have a specific on how this negatively affects you?

CM Marriott: not affect you negatively. The rules have not changed. Lorna Guffey: it would change in 2025. I lived here for 70 years and all I have seen is change and I'm not embracing it. Why change unless you want more money. Why is it important to change?

Tammy Hunt: I agree with the lady. When we were renting the property it was agriculture. When we bought it changed to ½ and ½ and we were paying at the commercial tax rate. 5 years ago we appealed this to the County and they would not put it back to agriculture. We want a win-win. I don't know when the change on the road allowance restriction happened. We bought Toby's property and we can extend the road in there. We would like to develop at some point. If all commercial it may not give us what we want. We want an assisted living in there. If we can't get a change back then what?

Bruce Hunt: we are paying partial residential and commercial. We have a good view. What do you think we should do? We now have 130' frontage with Toby's property. Do you know what would fit there? We want to keep options open and bless the community. CM Gibson: how about a pickleball? Bruce Hunt: but does it fit there? Jill Hunt: this is the property that is split. Mayor Call: there is not a building on it yet. Jill Hunt: this is to bring the zone to the property line. CM Marriott: can we separate this one out? Mayor Call: we are doing this as a cleanup. I am not sure this is a cleanup. When they are ready ask for the appropriate zone. Bruce Hunt: I have an office and contractor equipment there. Amy Mabey: if someone were to applies what zone would be applicable on the lot? Jill Hunt: if it is kept split we would look at each zone for what they want to do and if it complies. CM Arrington: what is the cost to apply? Jill Hunt: today $350. Amy Mabey: there is a benefit to the residential to cleanup. CM Urry: we are not changing the use or tax.

Art Bingham: how will it affect me negatively, by increasing my taxes. I have 1.32 acres the back is A-2 and if change to RE-20 it would increase my taxes. I bought with an agriculture use. I may want to have an orchard and trees production. Mayor Call: we need to get clarification from the assessor for each lot. Art Bingham: the back piece I would like to pick-up property from neighbors. CM Urry: you always have the ability to ask for a rezone back. Jill Hunt: they would need to subdivide to add property.

Joel Rackham: I am on 850 W. I see the benefit from moving to RE-20 from A-2 except when it doesn't meet the requirements. Will it support corrals and how many corrals? The side yard for RE-20 and A-2 are the same except if a building in is 6' behind and then the side yard is 1' for RE-20 and 10' for A-2. Are there any easement changes that would affect people like me? If goes to RE-20 the setback is off by 9". It would impact building codes. There are some negative impacts. Mayor Call: how did this subdivision happen this way? Jill Hunt: I don't know why they weren't rezoned.

Merle Guffey: why? I have lived there for 50 years. I can't afford Pleasant View now. The building has been there for 120 years. I was there long before the zoning. What good is this change except for revenue to the city. Jill Hunt: the original goal was not for taxes. I would suggest I get information from the assessor. CM Bailey: the interest was to cleanup and not for revenue and at no cost. Jill Hunt: all of Merle's property is A-2. Merle Guffey: my property was surveyed and is the same size except with Orchard Subdivision I was three feet short. Leave me alone. Grandfather me in. It is not hurting you. CM Marriott: the intent was to correct not harm. I would like to see this done lot by lot. Mayor Call: or by like properties done together.

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

Motion was made by CM Arrington to table for more information. 2nd by CM Marriott.

Discussion: CM Gibson: take out certain areas. CM Urry: look at individual lots and go forward. CM Gibson: it would be nice to cleanup. Mayor Call: we need to discuss the affect it has on the value of each one. CM Arrington: we don't know the negative impacts at this point. Mayor Call: Art Bingham has plans for A-2. CM Marriott: zone it to A-2. Jill Hunt: it would be nonconforming. A-2 needs 150' frontage.

No vote taken.

Motion was made by CM Arrington to deny the rezone. 2nd by CM Gibson.

Discussion: Mayor Call: lets have a workshop on how to cleanup. CM Marriott: this would be a mistake for a new city council to have to address. Mayor Call: we need to cleanup and solve problems. CM Marriott: maybe some are okay to change and others are not. Mayor Call: 1000 W has been there a long time.

Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

2. Presentation from Weber County School District regarding an upcoming school bond that will appear on the November ballot. *(Presenters: Dr. Jeff Stephens, Superintendent & Lane Findlay, Community Relations Director)*

Jeff Stephens presented information and a video on the school bond that will be on November's ballot. We are taking into consideration enrollment, age of facilities and the tax the payer's money. The bond will be for $270M to $280M.

3. Discussion and possible action to approve a Development Agreement with Simon Goe Subdivision for the upsizing of infrastructure for the extension of Parkland Blvd, north of 2775 North. *(Presenter: Jill Hunt)*

Jill Hunt: the information is in the packet. This is to upsize the road. Amy Mabey: there was savings on the Rulon White Road and we applied to WACOG to extend the funds.

Motion was made by CM Gibson to approve a Development Agreement with Simon Goe Subdivision for the upsizing of infrastructure for the extension of Parkland Blvd, north of 2775 North. 2nd by CM Urry. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

4. Discussion and possible action to approve Budge Farms' development agreement for improvements to infrastructure in and adjacent to the subdivision. *(Presenter: Jill Hunt)*

Jill Hunt: this is to upsize the utilities and include the work to be done on Craven's ROW. Dana Shuler: this is for several items i.e. items in the Craven's agreement, items in a deferral agreement with Code Craven, solve some water leakages and services, in lieu of improvement a PRV vault traded for upsizing a line in the area. We will pay the developer and recoup some of it from the development agreement some from the water fund and some from budgeted Zone 1 project money. The is a win-win-win for everyone.

5. Discussion and possible action to approve the escrow agreement and final subdivision plat for Budge Farms Phase 1, located at approximately 3125 N 1500 W. *(Presenter: Jill Hunt)*

Jill Hunt: we have what is needed. The escrow is posted and taxes are current. It meets the requirements for final.

Motion was made by CM Arrington to approve the escrow agreement and final subdivision plat for Budge Farms Phase 1, located at approximately 3125 N 1500 W. 2nd by CM Bailey. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

6. Discussion and possible action to approve a revised agreement between Craven Living Trust and Pleasant View City regarding the construction of Zone 1 Reservoir and Transmission Line Water Improvements located at 1400 W 3200 N. (Presenter: Tyson Jackson)

Tyson Jackson: this is for an easement. The Craven's consented with some added items. Dana Shuler: this is a modified agreement which added the PRV and fences. Tyson Jackson: this will connect to both ends of Mt Orchard Drive.

Motion was made by CM Gibson to approve the revised agreement between Craven Living Trust and Pleasant View City regarding the construction of Zone 1 Reservoir and Transmission Line Water Improvements located at 1400 W 3200 N. 2nd by CM Bailey. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

7. Discussion and possible action to approve a Water Infrastructure Assessment Agreement for Pole Patch. *(Presenter: Tyson Jackson)*

Tyson Jackson: Pole Patch can't rebuild their system. They will give us money for a capital facilities plan and for maintenance costs and replacement to get their water infrastructure up to city standards. It is an agreement on what needs to be done. Mayor Call: they never had their own water. I like that we control the system. Dana Shuler: this is a phased approach. This is phase 1 - to figure out what is needed. They approved the agreement and they will make a deposit with the city.

Motion was made by CM Urry to approve the Water Infrastructure Assessment Agreement for Pole Patch. 2nd by CM Marriott. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

8. Discussion and possible action to award the Pleasant View Drive Water Transfers and Storm Drain Spot Repair Project. *(Presenter: Tyson Jackson)*

Tyson Jackson: this needs to be tabled.

Motion was made by CM Gibson to table until Tyson Jackson brings this forward. 2nd by CM Bailey. V Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott and CM Urry. 5-0

9. Closed Meeting.

No closed meeting.

10. Discussion and possible action from the closed meetings.

No closed meeting.

Other Business:

Tyson Jackson: we cut the tree on the south side of the CERT building. We are getting ready to demo for the veteran's monument.

Amy Mabey: I am working on education on the water issue. Mayor Call: I think people are going to comply.

Adjournment: 8:16 P.M.

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

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-13120 DEVELOPMENT RECEIVABLES					
JONES & ASSOCIATES	20282	DEVELOPER RECEIVABLES	07/01/2021	12,178.75	12,178.75
ZION'S BANK-BANKCARD CENT	071621.2A	4TE*WEBER CO SERVICE-RECORDING	07/16/2021	2.30	2.30
ZION'S BANK-BANKCARD CENT	071621.2A	WEBER CO UT RECORDER-RECORDING	07/16/2021	92.00	92.00
ZION'S BANK-BANKCARD CENT	071621.2A	4TE*WEBER CO SERVICE FEE-DEER CREST PHS 5 REC	07/16/2021	4.13	4.13
ZION'S BANK-BANKCARD CENT	071621.2A	WEBER CO UT RECORDER-DEER CREST PHS 5 RECOR	07/16/2021	165.00	165.00
Total 10-13120 DEVELOPMENT RECEIVABLES:				12,442.18	12,442.18
10-13122 UTAH SALES TAX PAID RECEIVABLE					
GOLDEN WEST INDUSTRIAL SU	2109876	SALES TAX	07/22/2021	29.23	29.23
Total 10-13122 UTAH SALES TAX PAID RECEIVABLE:				29.23	29.23
10-22250 WORKMENS COMPENSATION PAYABLE					
UTAH LOCAL GOVERNMENTS T	1592202	WORKERS COMP	07/14/2021	4,013.51	4,013.51
Total 10-22250 WORKMENS COMPENSATION PAYABLE:				4,013.51	4,013.51
10-22500 INSURANCE PAYABLE					
AFLAC	477766	MONTHLY INSURANCE PREMIUM	07/01/2021	126.22	126.22
HEALTHEQUITY INC.	070421	HSA DEPOSIT FOR JACOB WIESE	07/04/2021	100.00	100.00
HEALTHEQUITY INC.	VMPVP1G	HSA FEES	07/08/2021	6.75	6.75
PEHP-LTD	070421	LTD COVERAGE	07/04/2021	277.83	277.83
PEHP-LTD	071821	LTD COVERAGE	07/18/2021	284.09	284.09
PUBLIC EMPLOYEES HEALTH P	070121	EMPLOYEES HEALTH INSURANCE PREMIUMS	07/01/2021	35,710.18	35,710.18
Total 10-22500 INSURANCE PAYABLE:				36,505.07	36,505.07
10-22600 FLEX SPENDING PAYABLE					
PEHP-FLEX	070421	FLEX SPENDING PROGRAM	07/04/2021	841.29	841.29
PEHP-FLEX	071821	FLEX SPENDING PROGRAM	07/18/2021	841.29	841.29
Total 10-22600 FLEX SPENDING PAYABLE:				1,682.58	1,682.58
10-23311 REVENUE COLLECTED FOR CWSID					
CENTRAL WEBER SEWER IMP.	063021	QUARTERLY FEES	06/30/2021	88,313.00	88,313.00
Total 10-23311 REVENUE COLLECTED FOR CWSID:				88,313.00	88,313.00
10-23312 N.V.FIRE COLLECTION FEE					
NORTH VIEW FIRE AGENCY	063021	IMPACT FEE COLLECTION	06/30/2021	7,470.12	7,470.12
Total 10-23312 N.V.FIRE COLLECTION FEE:				7,470.12	7,470.12
10-32-160 1% SURCHARGE					
UTAH DEPARTMENT OF COMM	063021	QUARTERLY REPORT	06/30/2021	989.57	989.57
Total 10-32-160 1% SURCHARGE:				989.57	989.57
10-41-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	2.55	2.55

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-41-240 OFFICE SUPPLIES AND EXPENSE:				2.55	2.55
10-41-310 PROFESSIONAL & TECHNICAL					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-LEGIS	08/01/2021	56.55	56.55
Total 10-41-310 PROFESSIONAL & TECHNICAL:				56.55	56.55
10-41-610 CITY APPRECIATION					
ZION'S BANK-BANKCARD CENT	071621.8A	TLF*JIMMY'S FLOWER SHOP-FLOWERS FOR AMY (BABY)	07/16/2021	66.42	66.42
Total 10-41-610 CITY APPRECIATION:				66.42	66.42
10-42-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	20.44	20.44
Total 10-42-240 OFFICE SUPPLIES AND EXPENSE:				20.44	20.44
10-42-310 PROFESSIONAL & TECHNICAL					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-COURT	08/01/2021	56.55	56.55
Total 10-42-310 PROFESSIONAL & TECHNICAL:				56.55	56.55
10-43-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	22.99	22.99
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	LETTER TRAY	07/30/2021	21.99	21.99
Total 10-43-240 OFFICE SUPPLIES AND EXPENSE:				44.98	44.98
10-43-310 PROFESSIONAL & TECHNICAL					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-ADMIN	08/01/2021	131.95	131.95
Total 10-43-310 PROFESSIONAL & TECHNICAL:				131.95	131.95
10-44-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	22.99	22.99
ZION'S BANK-BANKCARD CENT	071621	AMAZON PRIME-AMAZON CHARGED WRONG CARD-HEA	07/16/2021	127.63	127.63
Total 10-44-240 OFFICE SUPPLIES AND EXPENSE:				150.62	150.62
10-44-310 PROFESSIONAL & TECHNICAL					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-	08/01/2021	56.55	56.55
Total 10-44-310 PROFESSIONAL & TECHNICAL:				56.55	56.55
10-47-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP					
UTAH MUNICIPAL CLERKS' ASS	2021-2022	2021-2022 MEMBERSHIP FOR DUES FOR LAURIE HELLS	07/01/2021	150.00	150.00
Total 10-47-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP:				150.00	150.00
10-47-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	22.99	22.99
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	PAPER CLIPS	07/30/2021	5.29	5.29
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	CLASP ENVELOPES	07/30/2021	6.50	6.50
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	SECURITY ENVELOPES	07/30/2021	74.99	74.99
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	NOTEPADS	07/30/2021	47.99	47.99
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	LETTER OPENERS	07/30/2021	2.09	2.09
ZION'S BANK-BANKCARD CENT	071621.7A	OGDEN STAMP COMPANY-EXCHANGE NOTARY STAMP	07/16/2021	7.45	7.45

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-47-240 OFFICE SUPPLIES AND EXPENSE:				167.30	167.30
10-47-310 PROFESSIONAL/TECHNICAL SERVICE					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-RECOR	08/01/2021	131.95	131.95
Total 10-47-310 PROFESSIONAL/TECHNICAL SERVICE:				131.95	131.95
10-49-300 ENGINEER					
JONES & ASSOCIATES	20281	GENERAL ENGINEERING COORDINATION	07/01/2021	1,627.50	1,627.50
JONES & ASSOCIATES	20281	GENERAL INFORMATION RELATED TO POTENTIAL DEVE	07/01/2021	1,353.00	1,353.00
JONES & ASSOCIATES	20281	POTENTIAL REVISIONS TO CITY CODE	07/01/2021	399.75	399.75
JONES & ASSOCIATES	20281	CONCEPT PLAN FOR 2725 N	07/01/2021	1,164.50	1,164.50
Total 10-49-300 ENGINEER:				4,544.75	4,544.75
10-49-310 ATTORNEY					
HELGESEN, HOUTZ & JONES	070121	ATTORNEY SERVICE	06/30/2021	631.00	631.00
Total 10-49-310 ATTORNEY:				631.00	631.00
10-49-510 INSURANCE AND SURETY BONDS					
INTERMOUNTAIN HEALTHCARE	EAP-03840	EAP	07/26/2021	750.00	750.00
UTAH LOCAL GOVERNMENTS T	1592201	PROPERTY INSURANCE	07/14/2021	250.67	250.67
Total 10-49-510 INSURANCE AND SURETY BONDS:				1,000.67	1,000.67
10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.					
MODEL LINEN SUPPLY	060121	MAT MAINTENANCE	06/01/2021	102.68	102.68
MODEL LINEN SUPPLY	062921	MAT MAINTENANCE	06/29/2021	104.48	104.48
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	HAND SANITIZER	07/30/2021	26.30	26.30
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	FACIAL TISSUE	07/30/2021	26.18	26.18
ZION'S BANK-BANKCARD CENT	071621.3A	SMITH & EDWARDS CO-FLAG HANGER	07/16/2021	11.86	11.86
ZION'S BANK-BANKCARD CENT	071621.9	BELL JANITORIAL SUPPLY-JANITORIAL STOCK	07/16/2021	765.94	765.94
ZION'S BANK-BANKCARD CENT	071621.9A	BELL JANITORIAL SUPPLY-RR REPAIR & STOCK	07/16/2021	277.72	277.72
ZION'S BANK-BANKCARD CENT	071621.9A	BELL JANITORIAL SUPPLY-RR STOCK	07/16/2021	171.71	171.71
ZION'S BANK-BANKCARD CENT	071621.9A	JERRY'S PLMBNG-DRINKING FOUNTAIN REPAIR	07/16/2021	95.60	95.60
ZION'S BANK-BANKCARD CENT	071621.9A	THE HOME DEPOT-LIGHT BULBS	07/16/2021	39.76	39.76
Total 10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.:				1,622.23	1,622.23
10-50-270 UTILITIES					
DOMINION ENERGY	070221	885 W PLEASANT VIEW DR	06/29/2021	7.16	7.16
PLEASANT VIEW CITY	063021	520 W ELBERTA DR	06/30/2021	43.43	43.43
PLEASANT VIEW CITY	063021	505 W ELBERTA DR	06/30/2021	36.78	36.78
PLEASANT VIEW CITY	063021	885 W PLEASANT VIEW DRIVE #1	06/30/2021	2.59	2.59
ROCKY MOUNTAIN POWER	072021	544 W ELBERTA DR	07/20/2021	67.88	67.88
ROCKY MOUNTAIN POWER	072021	CITY OFFICE	07/20/2021	615.70	615.70
ROCKY MOUNTAIN POWER	072021	885 W PLEASANT VIEW DR	07/20/2021	23.72	23.72
Total 10-50-270 UTILITIES:				797.26	797.26
10-50-280 TELEPHONE					
CENTURY LINK	070121	PHONES	07/01/2021	654.63	654.63
CENTURY LINK	070121	PHONES	07/01/2021	241.84	241.84
CENTURY LINK	070121	PHONES	07/01/2021	384.23	384.23
CENTURY LINK	070121	PHONES	07/01/2021	376.57	376.57
CENTURY LINK	070121	PHONES	07/01/2021	61.00	61.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-50-280 TELEPHONE:				1,718.27	1,718.27
10-51-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.4A	OREILLY AUTO PARTS-EQUIPMENT CLEANING SUPPLIES	07/16/2021	59.95	59.95
ZION'S BANK-BANKCARD CENT	071621.9	SMITH & EDWARDS-STORAGE BINS	07/16/2021	100.00	100.00
Total 10-51-250 EQUIP/SUPPLIES/MAINTENANCE:				159.95	159.95
10-51-270 UTILITIES					
ROCKY MOUNTAIN POWER	072021	520 W ELBERTA DR	07/20/2021	300.52	300.52
ROCKY MOUNTAIN POWER	072021	530 W ELBERTA DR	07/20/2021	77.08	77.08
Total 10-51-270 UTILITIES:				377.60	377.60
10-51-280 TELEPHONE					
VERIZON WIRELESS	9883519052	ON CALL SERVICE	07/29/2021	71.87	71.87
Total 10-51-280 TELEPHONE:				71.87	71.87
10-52-310 PROFESSIONAL/TECHINCAL SERVICE					
STANDARD EXAMINER	060581	ADVERTISEMENT-ELECTION NAMES	06/30/2021	136.80	136.80
Total 10-52-310 PROFESSIONAL/TECHINCAL SERVICE:				136.80	136.80
10-53-120 SALARIES/STIPENDS					
ALICIA LUND	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	200.00	200.00
ANDY NEF	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	175.00	175.00
ASHLEY WALKER	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	125.00	125.00
DEAN STOKES	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	200.00	200.00
JAMES CUMMINGS	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	200.00	200.00
JEFF BOLINGBROKE	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	200.00	200.00
JULIE FARR	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	200.00	200.00
KEITH PREECE	063021	PC STIPEND-JAN-JUN 2021	06/30/2021	200.00	200.00
Total 10-53-120 SALARIES/STIPENDS:				1,500.00	1,500.00
10-53-220 PUBLIC NOTICES					
STANDARD EXAMINER	060581	ADVERTISEMENT-REZONE SPLIES 1000 W	06/30/2021	226.80	226.80
Total 10-53-220 PUBLIC NOTICES:				226.80	226.80
10-53-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	22.99	22.99
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	CLASP ENVELOPES	07/30/2021	6.49	6.49
STRIVE WORKPLACE SOLUTIO	OE-20026-1A	NOTEPADS	07/30/2021	47.99	47.99
Total 10-53-240 OFFICE SUPPLIES AND EXPENSE:				77.47	77.47
10-53-310 PROFESSIONAL/TECHINCAL SERVICE					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-PLANN	08/01/2021	56.55	56.55
Total 10-53-310 PROFESSIONAL/TECHINCAL SERVICE:				56.55	56.55
10-54-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD CENT	071621.14A	USPS -POSTAGE STAMPS FOR PD	07/16/2021	55.00	55.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-54-240 OFFICE SUPPLIES AND EXPENSE:				55.00	55.00
10-54-250 SUPPLIES/MAINTENANCE					
GOLDEN WEST INDUSTRIAL SU	2109876	POLICE SUPPLIES	07/22/2021	315.44	315.44
JONES SHIRTS AND SIGNS	834151	PD HATS	07/15/2021	220.16	220.16
MOTOROLA SOLUTIONS	8281215446	PD RADIO PART	07/23/2021	174.47	174.47
Total 10-54-250 SUPPLIES/MAINTENANCE:				710.07	710.07
10-54-470 UNIFORMS					
A-1 UNIFORM	\42720	UNIFORM BOOTS	07/30/2021	100.88	100.88
ZION'S BANK-BANKCARD CENT	071621.14	SAGELS CLEANERS-PD UNIFORM CLEANING	07/16/2021	13.41	13.41
Total 10-54-470 UNIFORMS:				114.29	114.29
10-54-620 CONTRACTUAL SERVICES					
OGDEN CITY	4769	STRIKE FORCE ANNUAL PAYMENT	07/01/2021	10,162.00	10,162.00
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-POLIC	08/01/2021	772.85	772.85
Total 10-54-620 CONTRACTUAL SERVICES:				10,934.85	10,934.85
10-58-310 PROFESSIONAL & TECHNICAL					
SUNRISE ENGINEERING INC	0118735	SERVICES THROUGH JUNE 30, 2021	07/12/2021	6,930.00	6,930.00
Total 10-58-310 PROFESSIONAL & TECHNICAL:				6,930.00	6,930.00
10-60-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.4A	BELLA'S FRESH MEXICAN-FOUNDERS DAY STAFF LUNC	07/16/2021	172.81	172.81
Total 10-60-250 EQUIP/SUPPLIES/MAINTENANCE:				172.81	172.81
10-60-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE LLC-#9 EMISSIONS	07/16/2021	30.00	30.00
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#14 EMISSIONS	07/16/2021	30.00	30.00
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#2 EMISSIONS	07/16/2021	30.00	30.00
Total 10-60-253 VEHICLE: MAINTENANCE:				90.00	90.00
10-60-270 UTILITIES					
ROCKY MOUNTAIN POWER	072021	681 W ELBERTA DR	07/20/2021	31.97	31.97
ROCKY MOUNTAIN POWER	072021	STREETLIGHTS	07/20/2021	1,969.25	1,969.25
Total 10-60-270 UTILITIES:				2,001.22	2,001.22
10-60-310 PROFESSIONAL/TECHNICAL SERVICE					
JONES & ASSOCIATES	20281	2021 STREET LIGHT (PLANNING & DESIGN)	07/01/2021	270.75	270.75
JONES & ASSOCIATES	20281	STREETS MAP	07/01/2021	154.00	154.00
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-STREE	08/01/2021	188.50	188.50
Total 10-60-310 PROFESSIONAL/TECHNICAL SERVICE:				613.25	613.25
10-60-610 PERSONNEL UNIFORMS					
ZION'S BANK-BANKCARD CENT	071621.4A	JONES SHIRTS & SIGNS-STAFF HATS	07/16/2021	329.40	329.40
Total 10-60-610 PERSONNEL UNIFORMS:				329.40	329.40

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-63-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD CENT	071621.16A	WM SUPERCENTER-YCC OFFICE SUPPLIES	07/16/2021	40.00	40.00
Total 10-63-240 OFFICE SUPPLIES AND EXPENSE:				40.00	40.00
10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN					
ZION'S BANK-BANKCARD CENT	071621.16A	WM SUPERCENTER-YCC SUPPLIES	07/16/2021	169.54	169.54
ZION'S BANK-BANKCARD CENT	071621.16A	SMITH & EDWARDS-YCC VOLUNTEERS LUNCH FOUNDS	07/16/2021	36.14	36.14
Total 10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN:				205.68	205.68
10-70-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.9	SQ*DESERET PLMBNG-CITY PARK VANDALISM REPAIRS	07/16/2021	831.00	831.00
ZION'S BANK-BANKCARD CENT	071621.9	OGDEN LAWN & GARDEN-MOWER PARTS	07/16/2021	266.00	266.00
ZION'S BANK-BANKCARD CENT	071621.9A	SMITH & EDWARDS-PT GLOVES/WALL ANCHORS	07/16/2021	22.11	22.11
Total 10-70-250 EQUIP/SUPPLIES/MAINTENANCE:				1,119.11	1,119.11
10-70-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#4 EMISSIONS	07/16/2021	30.00	30.00
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#1 EMISSIONS	07/16/2021	30.00	30.00
Total 10-70-253 VEHICLE: MAINTENANCE:				60.00	60.00
10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT					
ZION'S BANK-BANKCARD CENT	071621.9	DURK'S PLMBNG-SPRINKLER REPAIR STOCK	07/16/2021	54.74	54.74
ZION'S BANK-BANKCARD CENT	071621.9A	DURK'S PLMBNG-SPRINKLER REPAIR	07/16/2021	4.61	4.61
ZION'S BANK-BANKCARD CENT	071621.9A	DURK'S PLMBNG SPECIAL-SPRINKLER REPAIR PARTS	07/16/2021	142.65	142.65
ZION'S BANK-BANKCARD CENT	071621.9A	DURK'S PLMBNG SUPPLY-SPRINKLER REPAIR STOCK	07/16/2021	28.09	28.09
Total 10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT:				230.09	230.09
10-70-270 UTILITIES					
PLEASANT VIEW CITY	063021	550 W ELBERTA DR #2 UTILITY BILL	06/30/2021	1.25	1.25
PLEASANT VIEW CITY	063021	3110 N 600 W	06/30/2021	26.68	26.68
ROCKY MOUNTAIN POWER	072021	MULTI SPORTS	07/20/2021	289.26	289.26
ROCKY MOUNTAIN POWER	072021	420 W 4300 N	07/20/2021	28.44	28.44
ROCKY MOUNTAIN POWER	072021	885 W PLEASANT VIEW DR	07/20/2021	32.30	32.30
ROCKY MOUNTAIN POWER	072021	3110 N 600 W	07/20/2021	11.11	11.11
ROCKY MOUNTAIN POWER	072021	889 W PLEASANT VIEW DR	07/20/2021	54.04	54.04
ROCKY MOUNTAIN POWER	072021	3090 N 600 W	07/20/2021	41.44	41.44
ROCKY MOUNTAIN POWER	072021	3120 N 600 W	07/20/2021	19.00	19.00
Total 10-70-270 UTILITIES:				503.52	503.52
10-71-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	6.39	6.39
Total 10-71-240 OFFICE SUPPLIES AND EXPENSE:				6.39	6.39
10-71-250 EQUIP/SUPPLIES/MAINTENANCE					
SALT LAKE BEES	JB141-IN	BASEBALL/SOFTBALL JERSEYS	06/21/2021	4,418.00	4,418.00
STRAW MARKET	062721	FOUNDERS DAY THANK YOU'S	06/27/2021	200.00	200.00
ZION'S BANK-BANKCARD CENT	071621.16A	SAMS CLUB-WATERS	07/16/2021	2.98	2.98
Total 10-71-250 EQUIP/SUPPLIES/MAINTENANCE:				4,620.98	4,620.98

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-71-280 TELEPHONE					
CENTURY LINK	070121	PHONES	07/01/2021	146.13	146.13
Total 10-71-280 TELEPHONE:				146.13	146.13
10-71-310 PROFESSIONAL/TECHINCAL SERVICE					
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-RECRE	08/01/2021	245.05	245.05
Total 10-71-310 PROFESSIONAL/TECHINCAL SERVICE:				245.05	245.05
10-75-630 COMMUNITY PROMOTIONS					
ZION'S BANK-BANKCARD CENT	071621.16A	SQ*TWISTED SUGAR-GOOSECHASE PRIZES	07/16/2021	200.00	200.00
Total 10-75-630 COMMUNITY PROMOTIONS:				200.00	200.00
10-75-670 FOUNDERS' DAY					
ECONO WASTE	546891	SALMON BAKE GARBAGE	06/30/2021	600.00	600.00
FIRESTORM PYROTECHNICS, I	20458	2021 FIREWORKS SHOW BALANCE	07/19/2021	10,000.00	10,000.00
STUDIO R MEDIA	2828	PARADE BANNERS	06/26/2021	132.00	132.00
ZION'S BANK-BANKCARD CENT	071621.16A	WM SUPERCENTER-PARADE SUPPLIES	07/16/2021	20.76	20.76
ZION'S BANK-BANKCARD CENT	071621.16A	DOLLAR TREE-PARADE BAGS	07/16/2021	16.00	16.00
ZION'S BANK-BANKCARD CENT	071621.16A	DOLLAR TREE-PARADE WATER GUNS	07/16/2021	70.00	70.00
ZION'S BANK-BANKCARD CENT	071621.16A	SAMS CLUB-PARADE CANDY	07/16/2021	377.76	377.76
ZION'S BANK-BANKCARD CENT	071621.16A	SMITH & EDWARDS-PARADE CANDY	07/16/2021	795.86	795.86
ZION'S BANK-BANKCARD CENT	071621.16A	IN * ATKINSON SOUND-PARADE SOUND SYSTEM	07/16/2021	250.00	250.00
ZION'S BANK-BANKCARD CENT	071621.16A	WALMART-PARADE SUPPLIES	07/16/2021	6.00	6.00
ZION'S BANK-BANKCARD CENT	071621.16A	DOLLAR TREE-PARADE SUPPLIES	07/16/2021	7.00	7.00
ZION'S BANK-BANKCARD CENT	071621.16A	JENSEN FLORAL-PARADE SUPPLIES	07/16/2021	80.00	80.00
ZION'S BANK-BANKCARD CENT	071621.16A	LEES MARKETPLACE-PARADE SUPPLIES	07/16/2021	7.96	7.96
ZION'S BANK-BANKCARD CENT	071621.16A	LEE'S MARKETPLACE-GOOSECHASE PRIZES	07/16/2021	50.00	50.00
ZION'S BANK-BANKCARD CENT	071621.16A	ACE HARDWARE-PARADE MAGNETS	07/16/2021	44.98	44.98
ZION'S BANK-BANKCARD CENT	071621.16A	SMITH & EDWARDS-GOOSECHASE PRIZES	07/16/2021	300.00	300.00
Total 10-75-670 FOUNDERS' DAY:				12,758.32	12,758.32
40-46-250 SPECIAL EVENTS					
SPECTRA DESIGN & SOUND	PVC-MOV0730	MOVIE IN THE PARK	07/30/2021	575.00	575.00
Total 40-46-250 SPECIAL EVENTS:				575.00	575.00
41-40-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	1.28	1.28
Total 41-40-240 OFFICE SUPPLIES AND EXPENSE:				1.28	1.28
41-40-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#15 EMISSIONS	07/16/2021	30.00	30.00
Total 41-40-253 VEHICLE: MAINTENANCE:				30.00	30.00
41-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	20281	US 89 PW PROPERTY-PLANNING & DESIGN (DECANT)	07/01/2021	2,095.25	2,095.25
JONES & ASSOCIATES	20281	BARKER POND INVESTIGATION - BASIN STRUCTURE	07/01/2021	30.75	30.75
JONES & ASSOCIATES	20281	400 WEST STORM DRAIN-CONCEPT & DESIGN	07/01/2021	1,009.00	1,009.00
Total 41-46-310 PROFESSIONAL & TECHNICAL:				3,135.00	3,135.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
43-40-730 IMPROVEMENTS CONSTRUCTION					
JONES & ASSOCIATES	20281	CITY MAINTENANCE BUILDING REPLACEMENT	07/01/2021	48.00	48.00
LaRose Paving Inc	5047	SHOP YARD ASPHALT	06/15/2021	9,490.00	9,490.00
ZION'S BANK-BANKCARD CENT	071621.4A	LIFETIME PROD RIVERDALE-SHOP FURNITURE	07/16/2021	376.74	376.74
Total 43-40-730 IMPROVEMENTS CONSTRUCTION:				9,914.74	9,914.74
43-40-740 CAPTIAL OUTLAY - EQUIPMENT					
MOTOROLA SOLUTIONS	8281207634	PD HAND HELD RADIO	07/01/2021	2,486.01	2,486.01
Total 43-40-740 CAPTIAL OUTLAY - EQUIPMENT:				2,486.01	2,486.01
45-46-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	1.26	1.26
Total 45-46-240 OFFICE SUPPLIES AND EXPENSE:				1.26	1.26
45-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	20281	SKYLINE DRIVE INVESTORS ASSOC	07/01/2021	522.75	522.75
Total 45-46-310 PROFESSIONAL & TECHNICAL:				522.75	522.75
51-40-220 PUBLIC NOTICES					
ZION'S BANK-BANKCARD CENT	071621.3	SQ*QUALITY QUICK PRINT-DOOR HANGERS	07/16/2021	90.50	90.50
ZION'S BANK-BANKCARD CENT	071621.4A	IN*RURAL WATER ASSOCIATION-2020 CCR	07/16/2021	500.00	500.00
Total 51-40-220 PUBLIC NOTICES:				590.50	590.50
51-40-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	1.28	1.28
Total 51-40-240 OFFICE SUPPLIES AND EXPENSE:				1.28	1.28
51-40-250 EQUIP/SUPPLIES/MAINTENANCE					
HYDRO SPECIALTIES COMPAN	24586	PRV STOCK	07/07/2021	1,743.07	1,743.07
HYDRO SPECIALTIES COMPAN	24587	PRV REPAIR/STOCK	07/07/2021	2,143.75	2,143.75
LaRose Paving Inc	5048	WATER LEAK ASPHALT PATCHES	06/15/2021	2,980.00	2,980.00
MOUNTAINLAND SUPPLY COMP	S104074664.0	REPAIR STOCK	04/30/2021	774.92	774.92
ZION'S BANK-BANKCARD CENT	071621.3	EVCO HOUSE OF HOSE-PRV TUBING	07/16/2021	116.00	116.00
ZION'S BANK-BANKCARD CENT	071621.3A	LOWES-HYDRANT PAINT	07/16/2021	82.88	82.88
Total 51-40-250 EQUIP/SUPPLIES/MAINTENANCE:				7,840.62	7,840.62
51-40-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#3 EMISSIONS	07/16/2021	30.00	30.00
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#7 EMISSIONS	07/16/2021	30.00	30.00
ZION'S BANK-BANKCARD CENT	071621.4	GRIFFS GARAGE-#16 EMISSIONS	07/16/2021	30.00	30.00
Total 51-40-253 VEHICLE: MAINTENANCE:				90.00	90.00
51-40-270 UTILITIES					
DOMINION ENERGY	070221	825 W 2550 N	06/29/2021	24.70	24.70
DOMINION ENERGY	070221	4890 BURNHAM DRIVE PUMP	06/29/2021	22.13	22.13
ROCKY MOUNTAIN POWER	072021	5181 N JESSE CREEK DR	07/20/2021	1,396.94	1,396.94
ROCKY MOUNTAIN POWER	072021	4909 N BURNHAM	07/20/2021	927.61	927.61
ROCKY MOUNTAIN POWER	072021	340 W 4575 N	07/20/2021	168.65	168.65
ROCKY MOUNTAIN POWER	072021	825 W 2550 N	07/20/2021	264.52	264.52

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 51-40-270 UTILITIES:				2,804.55	2,804.55
51-40-280 TELEPHONE					
VERIZON WIRELESS	9883173465	PD COMPUTER JET PACKS	07/10/2021	520.21	520.21
VERIZON WIRELESS	9883519052	TABLET SERVICE	07/29/2021	9.11	9.11
Total 51-40-280 TELEPHONE:				529.32	529.32
51-40-310 PROFESSIONAL/TECHINCAL SERVICE					
JONES & ASSOCIATES	20281	EPA RISK ASSESSMENT & EMERGENCY RESPONSE PLA	07/01/2021	305.25	305.25
MISSION COMMUNICATIONS, L	1053731	SCADA SERVICE	07/16/2021	623.40	623.40
TECSERV, INC.	14278	MONTHLY NETWORK SERVICES-WATER	08/01/2021	188.50	188.50
WEBER BASIN WATER CONSER	0066220	8 BAC T'S	05/05/2021	96.00	96.00
WEBER BASIN WATER CONSER	0066698	9 BAC T	07/06/2021	108.00	108.00
Total 51-40-310 PROFESSIONAL/TECHINCAL SERVICE:				1,321.15	1,321.15
51-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	20281	PV DR WATER TRANSFERS & STORM DRAIN SPOT REPA	07/01/2021	7,855.75	7,855.75
JONES & ASSOCIATES	20281	BUDGE FARMS WATER BETTERMENTS	07/01/2021	61.50	61.50
Total 51-46-310 PROFESSIONAL & TECHNICAL:				7,917.25	7,917.25
51-46-730 IMPROVEMENTS-CONSTRUCTION					
JONES & ASSOCIATES	20281	ZONE 1 RESERVOIR-PROPERTY NEGOTIATION/ACQUISI	07/01/2021	631.25	631.25
Total 51-46-730 IMPROVEMENTS-CONSTRUCTION:				631.25	631.25
53-40-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	1.28	1.28
Total 53-40-240 OFFICE SUPPLIES AND EXPENSE:				1.28	1.28
53-40-280 TELEPHONE					
VERIZON WIRELESS	9883519052	TABLET SERVICE	07/29/2021	9.10	9.10
Total 53-40-280 TELEPHONE:				9.10	9.10
53-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	20281	SEWER IMPROVEMENTS VIA SERENITY SUBDIVISION	07/01/2021	24.75	24.75
Total 53-46-310 PROFESSIONAL & TECHNICAL:				24.75	24.75
53-46-730 IMPROVEMENTS-CONSTRUCTION					
3XL	21-2263	1000 W SEWER EXTENSION PV LANDING	04/16/2021	12,135.00	12,135.00
Total 53-46-730 IMPROVEMENTS-CONSTRUCTION:				12,135.00	12,135.00
55-40-240 OFFICE SUPPLIES AND EXPENSE					
STRIVE WORKPLACE SOLUTIO	OE-20026-1	OFFICE SUPPLIES	07/30/2021	1.28	1.28
Total 55-40-240 OFFICE SUPPLIES AND EXPENSE:				1.28	1.28
55-40-280 TELEPHONE					
VERIZON WIRELESS	9883519052	TABLET SERVICE	07/29/2021	9.11	9.11

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 55-40-280 TELEPHONE:				9.11	9.11
55-40-500 COLLECTION-GARBAGE					
ECONO WASTE	546892	MONTHLY GARBAGE SERVICES	07/05/2021	10,585.78	10,585.78
WEBER COUNTY TRANSFER S	070721	WASTE DISPOSAL	06/30/2021	17,696.07	17,696.07
Total 55-40-500 COLLECTION-GARBAGE:				28,281.85	28,281.85
55-40-501 COLLECTION-RECYCLING					
ECONO WASTE	546892	RECYCLING REMOVAL	07/05/2021	6,998.85	6,998.85
Total 55-40-501 COLLECTION-RECYCLING:				6,998.85	6,998.85
55-40-511 DISPOSAL - RECYCLING					
RECYCLED EARTH	196103	RECYCLING DISPOSAL	06/09/2021	184.88	184.88
RECYCLED EARTH	196128	RECYCLING DISPOSAL	06/09/2021	180.81	180.81
RECYCLED EARTH	196131	RECYCLING DISPOSAL	06/09/2021	88.37	88.37
RECYCLED EARTH	196299	RECYCLING DISPOSAL	06/11/2021	144.75	144.75
RECYCLED EARTH	196300	RECYCLING DISPOSAL	06/11/2021	145.26	145.26
RECYCLED EARTH	197273	RECYCLING DISPOSAL	06/23/2021	175.73	175.73
RECYCLED EARTH	197306	RECYCLING DISPOSAL	06/23/2021	107.67	107.67
RECYCLED EARTH	197309	RECYCLING DISPOSAL	06/23/2021	153.89	153.89
RECYCLED EARTH	197482	RECYCLING DISPOSAL	06/25/2021	169.13	169.13
RECYCLED EARTH	197488	RECYCLING DISPOSAL	06/25/2021	160.50	160.50
Total 55-40-511 DISPOSAL - RECYCLING:				1,510.99	1,510.99
55-46-740 CAPTIAL OUTLAY - EQUIPMENT					
ROTATIONAL MOLDING OF UTA	45385	60 100 GAL CANS - STOCK	06/30/2021	6,261.00	6,261.00
Total 55-46-740 CAPTIAL OUTLAY - EQUIPMENT:				6,261.00	6,261.00
60-46-310 PROFESSIONAL SERVICES					
JONES & ASSOCIATES	20281	RULON WHITE BLVD CONSTRUCTION	07/01/2021	626.50	626.50
JONES & ASSOCIATES	20281	1500 W RR CROSSING (PERMITTING)	07/01/2021	30.75	30.75
Total 60-46-310 PROFESSIONAL SERVICES:				657.25	657.25
Grand Totals:				301,770.92	301,770.92

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.

Memo

To: Mayor and City Council

From: Laurie

Date: August 19, 2021

Re: Exception to the home occupation conditions

I. RECOMMENDED ACTION

The council has the authority to grant an exception to conditions listed in the Home Occupations Ordinance.

II. DESCRIPTION / BACKGROUND

Home occupation businesses need to comply with the conditions listed in Section 5.18.010 of the Ordinance. If there are conflicts it must receive the approval of the city council.

Petitioner, Megan Cluff, has submitted a request for an exception to the following conditions at 1091 W 3050 N for a preshool:

- Only persons who are bona fide residents of the premises shall be employed on the premises.
- The home occupation shall be conducted wholly within the primary structure on the premises.

In conducting her business she would like to have a persons that is not a resident of the premise to sometimes help her with the preshool. She will also have a few activities that will be outside. She stated that she can comply with the class teaching activity limit on students and interval time between groups.

III. LIST OF ATTACHMENTS

Business License application with Affidavit from Megan Cluff

Home Occupation Affidavit

It is unlawful to conduct or pursue a home occupation in the corporate limits of the city, except those occupations wherein each and every one of the following conditions are observed at all times by those engaged in the home occupation. If home occupation is desired that conflicts with any of the following conditions, it must receive approval of the city council.

- Only persons who are bona fide residents of the premises shall be employed on the premises.
- The home occupation will not physically change the dwelling to the extent that it would alter the residential character of the dwelling or the residential atmosphere of the neighborhood in which it is located. Furthermore, it shall not disturb the peace and quiet, including radio and television reception, of the neighborhood.
- The home occupation shall be conducted wholly within the primary structure on the premises.
- The home occupation may have one sign not exceeding four square feet in area. Such signs must be placed on or against the dwelling, and shall not exceed a height of six feet.
- Class teaching activities shall be limited to eight students per class and forty students per week.
- The home occupation shall not generate vehicular traffic not commonly associated with the zone in which it is located.
- Where the activity involves children in groups of more than two, there shall be an interval of thirty minutes between the departure of one group and the arrival of the next group, for auto and pedestrian safety.
- The home occupation shall require no parking on a public street other than that which is available in front of the residence within the property lines and on the same side of the street as the residence; and shall not exceed the minimum frontage distance of the zone.
- The home occupation shall not create a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.
- Farm produce grown on the homeowner's residential lot may be displayed and sold without a city license.
- License. Where federal, state, county or local government requires sales tax reporting, or more than ordinary regulations, a regulatory license shall be required and approved by the city prior to approval of the home occupation license by the city.
- License fee for home occupation shall be as found in the City Fee Schedule.
- If the combined offsite impact of the home occupation business and the primary residential use does not materially exceed the offsite impact of the primary residence alone the business shall be deemed "exempt" and a business license shall not be required. If an "exempt" home occupation business requests a license the regular business license fee shall apply.

☐ I certify that each and every one of the above conditions are observed at all times.

Or

☐ I certify that a variance was approved by the City Council.

_____
Signature

☒ I request to meet with the city council for the following exceptions to the above conditions:

Outside few activities
1 person to help sometimes

Megan Cluff
Signature

Memo

To: Mayor and City Council

From: Laurie

Date: August 19, 2021

Re: Exception to the home occupation conditions

I. RECOMMENDED ACTION

The council has the authority to grant an exception to conditions listed in the Home Occupations Ordinance.

II. DESCRIPTION / BACKGROUND

Home occupation businesses need to comply with the conditions listed in Section 5.18.010 of the Ordinance. If there are conflicts it must receive the approval of the city council.

Petitioner, Kevin Bailey, has submitted a request for an exception to the following conditions at 3061 N 1000 W for a RV Repairs & Misc. Repairs business:

- Only persons who are bona fide residents of the premises shall be employed on the premises.
- The home occupation shall be conducted wholly within the primary structure on the premises.

In conducting his business, his son, who is not a resident of the premise, will be helping with the repairs. He will also be conducting the business outside the primary structure on the premises.

III. LIST OF ATTACHMENTS

Business License application with Affidavit from Kevin Bailey

Home Occupation Affidavit

It is unlawful to conduct or pursue a home occupation in the corporate limits of the city, except those occupations wherein each and every one of the following conditions are observed at all times by those engaged in the home occupation. If home occupation is desired that conflicts with any of the following conditions, it must receive approval of the city council.

- Only persons who are bona fide residents of the premises shall be employed on the premises.
- The home occupation will not physically change the dwelling to the extent that it would alter the residential character of the dwelling or the residential atmosphere of the neighborhood in which it is located. Furthermore, it shall not disturb the peace and quiet, including radio and television reception, of the neighborhood.
- The home occupation shall be conducted wholly within the primary structure on the premises.
- The home occupation may have one sign not exceeding four square feet in area. Such signs must be placed on or against the dwelling, and shall not exceed a height of six feet.
- Class teaching activities shall be limited to eight students per class and forty students per week.
- The home occupation shall not generate vehicular traffic not commonly associated with the zone in which it is located.
- Where the activity involves children in groups of more than two, there shall be an interval of thirty minutes between the departure of one group and the arrival of the next group, for auto and pedestrian safety.
- The home occupation shall require no parking on a public street other than that which is available in front of the residence within the property lines and on the same side of the street as the residence; and shall not exceed the minimum frontage distance of the zone.
- The home occupation shall not create a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.
- Farm produce grown on the homeowner's residential lot may be displayed and sold without a city license.
- License. Where federal, state, county or local government requires sales tax reporting, or more than ordinary regulations, a regulatory license shall be required and approved by the city prior to approval of the home occupation license by the city.
- License fee for home occupation shall be as found in the City Fee Schedule.
- If the combined offsite impact of the home occupation business and the primary residential use does not materially exceed the offsite impact of the primary residence alone the business shall be deemed "exempt" and a business license shall not be required. If an "exempt" home occupation business requests a license the regular business license fee shall apply.

☐ I certify that each and every one of the above conditions are observed at all times.

Or

☐ I certify that a variance was approved by the City Council.

Signature

☒ I request to meet with the city council for the following exceptions to the above conditions:

1) ONLY PERSONS WHO ARE BONAFIDE RESIDENTS – MY SON COMES AND HELPS ME WITH REPAIRS THAT I CANNOT DO MYSELF.

2) WORK IS PERFORMED OUTSIDE OF THE PRIMARY STRUCTURE. – I DO HAVE A SHOP THAT I STORE SUPPLIES AND WORK IN.

Signature

City Council Staff Report

Mixed Uses 20.40 Amendment
August 24, 2021

RECOMMENDATION

Staff recommends **approval.**

PLANNING COMMISSION

On August 5, 2021 the Mixed Use 20.40 Ordinance amendment was presented to the Planning Commission in a public hearing. Commissioner Cummings made the motion to recommend to the City Council to approve the Ordinance Amendment. It was seconded by Commissioner Farr. Voting was unanimously in favor to recommend approval to the City Council.

ANALYSIS

Chapter 20.40 – Mixed Use Zones

SECTION I
GENERAL PROVISIONS

20.40.100 Purpose. The purpose of the Mixed Use Zones is to provide areas for development compatible with the major arterial highway corridors. It is intended that a variety of retail~~,~~ and office be intermixed in the area to create a walkable environment for workers, shoppers, residents and visitors while accommodating automobile traffic to regional services dependent upon a major transportation facility. It is also intended that some mixed use areas will include commercial and industrial uses in a planned environment consistent with such uses and compatible with other adjacent uses. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.105 Definitions.

A. "Project" shall be defined as any development for which preliminary plat or site plan approval has been proposed or granted.

B. "Living space" shall be defined as the area within a residence consisting of interior livable area and does not include exterior hallways, balconies, patios, common or limited common area(s), or garages.

20.40.110 Parking and Access.

A. General. Unless otherwise stated in this chapter, ~~P~~parking areas and access shall meet requirements of Chapter 18.44 of this code. Strategies for walkable commercial development shall be implemented where appropriate. ~~All access and street placements shall be subject to the UDOT Cooperative Agreement, and be in compliance with the Pleasant View Access Study and the City's Master Street Plan.~~

B. Access and street location. Access to public streets and roads and the placement of such roads and access shall be subject to City approval and the following:

1. Along Highway 89 and 2700 North, UDOT approval shall be required for all access.

2. On street intersections connecting to Highway 89 and 2700 North, there shall be no curb cuts closer than 100 feet to that intersection. Corner lots on all other streets shall have no curb cuts closer than 60 feet to the intersection. The City may require greater distances as uses and conditions dictate.

3. All access and street placement shall be subject to specific City approval based on the UDOT Cooperative Agreement and the City's Master Street Plan.

(Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

20.40.120 Architectural and Site Standards. All development shall incorporate components of Chapter 18.43 - ~~the~~ Design Requirements of the City that are appropriate to the type of project~~,~~ or design alternatives approved by the City. Site plan approval shall be required of all developments. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

20.40.130 Other Requirements.

The following provisions shall apply:

A. Private Covenants: ~~i~~If applicable, the developer shall submit a proposed declaration of covenants to the ~~city~~ City for review~~,~~ and record the accepted covenants with the condominium map or subdivision plat for the project.

B. Grading and Drainage: All developments shall be graded according to the city engineering and building requirements to provide adequate drainage on and off the property. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel in a manner acceptable to the City. ~~Unless specifically determined otherwise by the City, land drain systems shall be included.~~

C. Easements: Buildings may not be located within public easements ~~without written approval of the City and utility providers~~.

D. Maintenance: All developments shall be ~~properly~~ privately maintained by the owners.

E. Phasing Plan: A project phasing plan shall be submitted for review at the time of preliminary plat or site plan approval. Development shall be in accordance with the phasing plan ~~unless a revised phasing plan is approved by the city and adopted as an exhibit. Such phasing plan shall be included in a development agreement~~. A development agreement shall be required for all phased development.

F. Utilities and street improvements.

1. Complete utility plans shall be provided. ~~including onsite storm drain provisions.~~

2. Streets and appropriate access shall be required and plans for placement of such shall be approved by the City based on the UDOT Cooperative Agreement~~, the Pleasant View Access Study~~ and the City's Master Street Plan. Plans for completion of improvements to adjacent and/or any required new streets shall be provided by the developer and be subject to City approval.

G. Conflicts. Whenever the Mixed Use zones conflict or overlap the Gateway Zones, as depicted on the General Plan, the Gateway zone requirements shall prevail. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.140 Use Regulations. Uses may be conducted only in accordance with the following regulations:

A. Only those uses listed as permitted, conditional or accessory uses as set forth in this chapter may be conducted. A conditional use permit must be obtained prior to establishing a conditional use.

B. All uses shall be conducted within completely enclosed buildings, except those customarily associated with outside use such as auto sales, as determined by the Cc~~i~~ity or unless otherwise allowed in this chapter, or those temporary uses customarily conducted in the outdoors, including Christmas tree lots, fireworks stands and parking lot sales associated with an approved use on the property. Parking lot sales may be conducted up to four (4) 1-week periods per year.

C. Accessory uses and buildings may be conducted or used only in conjunction with allowed permitted and conditional uses. Accessory uses or buildings include, but are not limited to, parking lots and terraces, properly screened utility and loading areas and other buildings and activities which are customarily incidental and subordinate to the principal permitted or conditional use on the premises.

D. There shall be no storage of trash or debris nor any used, wrecked or neglected materials, equipment or vehicles. No commercial materials, goods or inventory may be stored in open areas, except for temporary display items which may be located only on private property no closer than ten feet from any public right of way. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in specific areas approved for such purpose by the City and shall be screened from view through the use of solid fencing, a minimum of six (6) feet high and shall be an accessory use to the ~~principle~~principal use. Fencing and walls shall be made of high quality, durable materials that require minimal maintenance. Acceptable material includes, but not limited to tilt-up concrete, masonry block, brick, stone, metal, composite/recycled materials or other manufactured materials or combination of materials commonly used for fencing.

E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored for longer than twenty-four hours unless stored within a completely enclosed building.

F. No commercial vehicles such as earthmoving or material handling equipment, semi-trucks or trailers or any commercial truck, trailer or vehicle may be stored for longer than twenty-four hours, except in conjunction with an approved use, or approved development or construction activities on the property.

G. Utility trailers and recreational vehicles such as motor homes, travel trailers, watercraft, campers and all-terrain vehicles, may not be stored in any area unless part of an approved business for such or except in conjunction with a single-family dwelling, and must be in accordance with City requirements.

~~H. Access and street location. Access to public streets and roads and the placement of such roads and access shall be subject to City approval and the following:~~

~~1. Along Highway 89 and 2700 North, UDOT approval shall be required for all access.~~

~~2. On street intersections connecting to Highway 89 and 2700 North there shall be no curb cuts closer than one hundred feet to that intersection. Corner lots on all other streets shall have no curb cuts closer than sixty feet to the intersection. The City may require greater distances as uses and conditions dictate.~~

~~3. All access and street placement shall be subject to specific City approval based on the UDOT Cooperative Agreement, the Pleasant View Access Study, and the City's Master Street Plan.~~

(Ord.2015-8, dated 12/8/15; prior codes: Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.150 Lot Requirements.

A. Width. Minimum lot width shall be as established with development approval. Each lot or parcel must front on or have legal access to a public or private street.

B. The following area requirements shall apply:

1. Minimum Project Area: ~~"Project" shall be defined as any development for which preliminary plat or site plan approval has been proposed or granted.~~ The minimum area of any Project shall be one acre.

2. Minimum Lot Area: Minimum lot area shall be as established with development approval.

C. Prior Created Lots: Nonconforming lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of the zone shall be brought into conformance with the requirements of this chapter prior to or with new development. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

20.40.160 Yard Requirements.

A. Yard requirements shall be as established with development approval~~shall be determined during the site plan, subdivision~~. (Ord.2015-8, dated12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.170 Development Review.

A. All uses proposed may only be established in conformance with development review procedures of the ~~city~~City. Applicants shall follow the procedures and requirements of City codes regarding development review in the preparation and review of development proposals. Appropriate site plan and conditional use reviews shall be included.

B. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the ~~city~~City.

C. Development agreements may be required and included in development approvals. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

SECTION II
MIXED USE WEST

20.40.200 Description and Intent.

A. Description. ~~As depicted in the City General Plan, t~~The areas in which the Mixed Use West zone ~~could~~ may be applied includes: 1)~~is~~ the area bounded by ~~north of~~ 2700 North to ~~the north City boundary~~ ~~between~~ the railroad tracks, approximately 2800 North, and ~~I-15~~the west city boundary, ~~includes the Transit Oriented Development (TOD) areas~~, and 2) ~~includes~~ the area bounded by ~~south of~~ approximately 2550 North, Highway 89, 2700 North, ~~between Highway 89~~ and the railroad tracks.

B. Intent.

1. The Mixed Use West ~~Areas~~ areas are intended to encourage general commercial, light manufacturing, and industrial uses in a planned, aesthetically pleasing business park setting, which are compatible both in architecture and landscaping to other uses in the zone.

~~2. This area is intended for general commercial and light manufacturing, as well as retail and office particularly along Highway 89 and adjacent to the Freeway, and could include a variety of residential and mixed uses.~~

~~3.~~2. Retail services, professional business parks, and manufacturing/industrial uses are promoted when they are complementary and can function as a unified cohesive development with adjacent uses.

(Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.210 Uses.

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West ~~Zone~~zone.
2. Business parks.
3. Manufacturing within an enclosed building.
5. Warehousing/~~Distribution~~distribution.

B. The following are conditional uses:

1. Automobile sales, new and/or used.
2. Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, repairs, parts retailing.
3. Community uses.
4. Contractor/~~Construction~~ construction ~~Equipment~~ equipment yards and/or facilities; may not be located east of the ~~UP~~ railroad tracks and not within 500 feet of the freeway.
5. Equipment and/or appliance repairs and/or service enclosed within a building.
6. Gas stations, convenience stores.
7. Hospitals.
8. Lumber, building material retail sales.
9. Mixed uses (residential/retail/office/industrial).
10. Motorcycle, snowmobile, other similar recreation equipment sales and/or service.

11. Office/warehouse facilities, small scale.
12. Outdoor storage as part of a ~~principle~~ principal use with an approved ~~CUP~~conditional use permit.
13. Public or quasi-public facilities, utility facilities.
14. Recreational vehicle or boat sales.
15. Recreational facilities, non-motorized.
16. Self storage facilities~~, subject to the requirements found in Supplementary regulations~~.
17. Sexually Oriented Businesses, not within ~~five hundred~~500 feet of UDOT controlled roads, nor east of the ~~U.P. (the operating freight line)~~ railroad tracks.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the ~~Community Development Department~~Development Review Committee.

D. Additional Requirements for Mixed Use with a Residential Component.

1. Development Agreement. If a residential component is desired, developer shall enter into a development agreement with the City.

2. Percentage of Development. A maximum of 25% (by total Project area) may be utilized for the residential component of a Mixed Use West Project.

3. Density. The residential component shall be limited to 20 units per acre, with a minimum of 900 square feet of living space per unit.

4. Timing of Approvals and Building Permits.

a. The commercial site plan shall be submitted prior to or concurrently with the residential site plan. Approval of the residential site plan shall not occur until 1) the commercial site plan has received approval, and 2) a commercial building permit has been issued by the City.

b. Commercial Building Permits.

i. Required site improvements per Chapter 17.12.010.2 shall be complete prior to the issuance of building permits.

ii. With the issuance of the first commercial building permit, developer may be issued building permits for up to ~~25~~ 33% of the residential component of the Project (based on the total number of proposed units).

iii. Upon completion (i.e. issuance of certificate of occupancy) of ~~25~~ 33% of the total commercial building square footage, developer may be issued building permits for up to ~~50~~ 67% of the residential component.

iv. Upon completion of ~~50~~ 67% of the total commercial building square footage, developer may be issued building permits for up to ~~75~~ 100% of the residential component.

~~Upon completion of 75% of the total commercial building square footage, developer may be issued building permits for up to 100% of the~~

~~residential component.~~

5. Parking.

a. Residential Parking. The residential component of the Project shall contain the following parking requirements: 1.8 spaces per unit plus 0.25 guest spaces per unit (all calculations shall round up to the nearest whole number). Garages and driveways of at least the minimum dimensions of standard parking spaces (9-ft by 18-ft) may count toward resident parking requirements but shall not count towards guest parking requirements

b. Shared Use Parking. Shared use parking in multi-family, commercial, or manufacturing zoning district may be allowed if it can be established that the on-site use(s) characteristically result in peak demand for parked vehicles at different hours, days, or seasons than the off-site use(s).

i. Study. A shared use parking study shall be submitted for review for approval of shared use parking. The parking study shall include the following: the location and identity of each use that will share the facility; the total parking requirement for each use; the projected hours of operation of each use and the hours during which the peak parking demand will be experienced; the number of existing and/or proposed parking spaces; a site plan that provides for a distance of not more than 500 feet from the development site's property boundary measured along the shortest available pedestrian route of access to the shared parking facility; and a site plan that demonstrates that the proposed shared parking facility will comply with all standards required by this Code for parking lot development.

ii. Review and Authorization. The study shall be reviewed by the Development Review Committee to determine whether the uses will make use of the shared spaces at different times of the day, week, month, or year. The planning commission, following a recommendation from the Development Review Committee, may authorize shared use of a parking area subject to the following conditions:

a. The study demonstrates to the satisfaction of the City that uses sharing the parking area are unlikely to produce a substantial demand for parking at the same time;

b. Required parking spaces reserved for persons with disabilities shall not be reduced; and

c. Ongoing shared use of the parking area is assured by an agreement reviewed and accepted by the City which provides at least the following: 1) the parking area shall be continuously available; 2) all spaces shall be available without charge; 3) all parking spaces shall be available perpetually to all uses utilizing the parking; and 4) additional parking shall be provided up to the amount otherwise required under this chapter if the Development Review Committee determines, based on parking counts, that a shared parking area does not satisfy the off street parking demand of the uses involved.

(Ord.2015-8, dated 12/8/15; prior codes: Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

SECTION III MIXED USE CENTRAL

20.40.300 Description and Intent.

A. Description. ~~As depicted in the City General Plan, t~~The area~~s~~ in which the Mixed Use Central zone ~~could~~ may be applied ~~includes~~ is ~~two areas, one is along the west side of US~~ bounded by Highway 89~~, extending from the north end of the TOD district~~2700 North, the railroad tracks, and ~~to the north city boundary~~2800 North~~, the other is roughly 2800 to 2550 north between the RR tracks and the Mixed Use East boundary. It overlaps the central portion of the west Gateway area and the north Gateway area~~.

B. Intent.

1. The Mixed Use Central ~~Area~~ area is intended to encourage commercial, office, retail and small business manufacturing uses in a planned, aesthetically pleasing business park setting, which are compatible both in architecture and landscaping to other uses in the zone.

2. Retail service professional business parks and manufacturing uses are promoted when they are complementary and can function as a unified cohesive development with adjacent uses, particularly residential.

3. Quality of materials, design excellence, a high level of architectural quality, including landscaped street themes, and appropriate land uses are the foundation of this Zone. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.310 Uses.

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West Zone.
2. Automobile sales, new and/or used.
3. Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, repairs, parts retailing.
4. Bottling works, non-alcoholic.
5. Business parks.
6. Equipment or appliance light repairs and/or service enclosed within a building.
7. Manufacturing within an enclosed building.
8. Motorcycle, snowmobile, other similar recreation equipment sales and/or service.
9. Office/warehouse facilities, small scale.
10. Recreational vehicle or boat sales.
11. Warehousing/~~Distribution~~distribution.

B. The following are conditional uses:

1. Community uses.
2. Contractor/~~Construction~~ construction ~~Equipment~~ equipment yards and/or facilities; may not be located within 200 feet of Highway 89.

3. Gas stations, convenience stores.
4. Hospitals.
5. Lumber, building material retail sales.
6. Outdoor storage as part of a ~~principle~~ principal use with an approved ~~CUP~~conditional use permit.
7. Public or quasi-public facilities.
8. Recreational facilities, non-motorized.
9. Self ~~Storage~~ storage ~~Facilities~~facilities~~, subject to the requirements found in Supplementary Regulations~~.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the ~~Community Development Department~~Development Review Committee.

D. Sexually Oriented Businesses are prohibited. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

SECTION IV
MIXED USE EAST

20.40.400 Description and Intent.

A. Description. ~~As depicted in the City General Plan, t~~The area in which the Mixed Use East zone ~~could~~ may be applied is along 2700 North and 2550 North from approximately 900 West to the east city boundary~~ and including 2550 North~~.

B. Intent.

1. This area is intended to provide a range of uses focusing on retail and office commercial. ~~———~~The overall mix should consist of office, retail, and restaurant developed in a coordinated, complimentary fashion with significant public spaces and amenities.

2. The area is intended to provide for specific uses in a planned commercial setting which will be compatible and complimentary with adjacent uses including nearby residential neighborhoods and will promote a high level of architectural and landscaping excellence.

3. Enhancements of the architectural quality and landscaping themes are required.

4. Streetscape treatments are required. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.410 Uses.

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West Zone.

B. The following are conditional uses:

2. Community uses.
3. Gas stations, convenience stores.
4. Public or quasi-public facilities.
5. Recreational facilities, non-motorized.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the Development Review Committee. ~~Community Development Department~~.

D. Sexually Oriented Businesses are prohibited. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

Public Comment

There have been no comments currently.

This item was noticed in the Standard Examiner and on the State Public Notice Website.

STAFF CONTACT

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DRAFT PLANNING COMMISSION MINUTES

3. Discussion/recommend to City Council: Mixed Use Ordinance 20.40 Amendment

Jill states that the proposed amendment was discussed with the mayor and city council, then presented the proposed changes to the commission **the audio once again cuts in and out throughout the presentation and is mostly inaudible. Julie and Keith can be heard asking some questions but the audio is largely quiet except for mic screeches. At one point Jill states she is giving the mic to Sarah to explain some of the changes in the amendment before all audio goes silent again for most of her statement**. Sarah explains to the commission that the changes aim to bring a balance of residential and commercial in mixed use zones that would be beneficial to the city. Amy stated that she believed the proposed changes would cause little stir among the state legislature. **the audio goes silent again the public hearing starting is entirely inaudible, a resident comes up and speaks during the hearing. The audio comes back at multiple points while the resident is speaking with the commission, but the audio is so quiet and distorted I can't make out what is being said before it goes silent again. The audio cuts in occasionally for at maximum a minute, but is silent or too quiet for most of the rest of the meeting**

Jim moved to open the public hearing. Motion was seconded by Julie. Voting was unanimous in favor.

Julie moved to close the public hearing. Motion was seconded by Jim. Voting was unanimous in favor.

Jim moved to recommend approval to the City Council. Motion was seconded by Julie. Voting was unanimous in favor. Jeff voted via text as the zoom connection dropped him.

ORDINANCE 2021-8

AN ORDINANCE AMENDING CHAPTER 20.40 – MIXED USE ZONES OF THE PLEASANT VIEW CITY MUNICIPAL CODE TO EXPAND THE LOCATION OF THE MUW AREA.

WHEREAS, Pleasant View City finds that the amendments to Chapter 20.40 of the Zoning Ordinance is consistent with the City's General Plan and further promotes and supports businesses in the City; and

WHEREAS, Pleasant View City finds that such an amendment is in the best interest of the City; and

WHEREAS, Section 10-9a-503 (1) and (2) of the Utah State Municipal Code provides for the amendment of municipal ordinances after receiving a recommendation from the Planning Commission; and,

WHEREAS, The Pleasant View City Planning Commission has made a positive recommendation of the proposed amendment;

NOW THEREFORE, Be it hereby ordained that:

SECTION ONE: Chapter 20.40 – Mix Use Zones Ordinance shall hereby be amended as follows:

Chapter 20.40 – Mixed Use Zones

SECTION I
GENERAL PROVISIONS

20.40.100 Purpose. The purpose of the Mixed Use Zones is to provide areas for development compatible with the major arterial highway corridors. It is intended that a variety of retail and office be intermixed in the area to create a walkable environment for workers, shoppers, residents and visitors while accommodating automobile traffic to regional services dependent upon a major transportation facility. It is also intended that some mixed use areas will include commercial and industrial uses in a planned environment consistent with such uses and compatible with other adjacent uses. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.105 Definitions.

A. "Project" shall be defined as any development for which preliminary plat or site plan approval has been proposed or granted.

B. "Living space" shall be defined as the area within a residence consisting of interior livable area and does not include exterior hallways, balconies, patios, common or limited common area(s), or garages.

20.40.110 Parking and Access.

A. General. Unless otherwise stated in this chapter, parking areas and access shall meet requirements of Chapter 18.44 of this code. Strategies for walkable commercial development shall be implemented where appropriate.

B. Access and street location. Access to public streets and roads and the placement of such roads and access shall be subject to City approval and the following:

1. Along Highway 89 and 2700 North, UDOT approval shall be required for all access.

2. On street intersections connecting to Highway 89 and 2700 North, there shall be no curb cuts closer than 100 feet to that intersection. Corner lots on all other streets

shall have no curb cuts closer than 60 feet to the intersection. The City may require greater distances as uses and conditions dictate.

3. All access and street placement shall be subject to specific City approval based on the UDOT Cooperative Agreement and the City's Master Street Plan.

(Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

20.40.120 Architectural and Site Standards. All development shall incorporate components of Chapter 18.43 - Design Requirements of the City that are appropriate to the type of project or design alternatives approved by the City. Site plan approval shall be required of all developments. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

20.40.130 Other Requirements.

The following provisions shall apply:

A. Private Covenants: If applicable, the developer shall submit a proposed declaration of covenants to the City for review and record the accepted covenants with the condominium map or subdivision plat for the project.

B. Grading and Drainage: All developments shall be graded according to the city engineering and building requirements to provide adequate drainage on and off the property. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel in a manner acceptable to the City.

C. Easements: Buildings may not be located within public easements.

D. Maintenance: All developments shall be privately maintained by the owners.

E. Phasing Plan: A project phasing plan shall be submitted for review at the time of preliminary plat or site plan approval. Development shall be in accordance with the phasing plan. A development agreement shall be required for all phased development.

F. Utilities and street improvements.

1. Complete utility plans shall be provided.

2. Streets and appropriate access shall be required and plans for placement of such shall be approved by the City based on the UDOT Cooperative Agreement and the City's Master Street Plan. Plans for completion of improvements to adjacent and/or any required new streets shall be provided by the developer and be subject to City approval.

G. Conflicts. Whenever the Mixed Use zones conflict or overlap the Gateway Zones, as depicted on the General Plan, the Gateway zone requirements shall prevail. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.140 Use Regulations. Uses may be conducted only in accordance with the following regulations:

A. Only those uses listed as permitted, conditional or accessory uses as set forth in this chapter may be conducted. A conditional use permit must be obtained prior to establishing a conditional use.

B. All uses shall be conducted within completely enclosed buildings, except those customarily associated with outside use such as auto sales, as determined by the City or unless otherwise allowed in this chapter, or those temporary uses customarily conducted in the outdoors, including Christmas tree lots, fireworks stands and parking lot sales associated with an approved use on the property. Parking lot sales may be conducted up to four (4) 1-week periods per year.

C. Accessory uses and buildings may be conducted or used only in conjunction with

allowed permitted and conditional uses. Accessory uses or buildings include, but are not limited to, parking lots and terraces, properly screened utility and loading areas and other buildings and activities which are customarily incidental and subordinate to the principal permitted or conditional use on the premises.

D. There shall be no storage of trash or debris nor any used, wrecked or neglected materials, equipment or vehicles. No commercial materials, goods or inventory may be stored in open areas, except for temporary display items which may be located only on private property no closer than ten feet from any public right of way. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in specific areas approved for such purpose by the City and shall be screened from view through the use of solid fencing, a minimum of six (6) feet high and shall be an accessory use to the principal use. Fencing and walls shall be made of high quality, durable materials that require minimal maintenance. Acceptable material includes, but not limited to tilt-up concrete, masonry block, brick, stone, metal, composite/recycled materials or other manufactured materials or combination of materials commonly used for fencing.

E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored for longer than twenty-four hours unless stored within a completely enclosed building.

F. No commercial vehicles such as earthmoving or material handling equipment, semi-trucks or trailers or any commercial truck, trailer or vehicle may be stored for longer than twenty-four hours, except in conjunction with an approved use, or approved development or construction activities on the property.

G. Utility trailers and recreational vehicles such as motor homes, travel trailers, watercraft, campers and all-terrain vehicles, may not be stored in any area unless part of an approved business for such or except in conjunction with a single-family dwelling, and must be in accordance with City requirements.

(Ord.2015-8, dated 12/8/15; prior codes: Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.150 Lot Requirements.

A. Width. Minimum lot width shall be as established with development approval. Each lot or parcel must front on or have legal access to a public or private street.

B. The following area requirements shall apply:

1. Minimum Project Area: The minimum area of any Project shall be one acre.
2. Minimum Lot Area: Minimum lot area shall be as established with development approval.

C. Prior Created Lots: Nonconforming lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of the zone shall be brought into conformance with the requirements of this chapter prior to or with new development. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

20.40.160 Yard Requirements.

A. Yard requirements shall be as established with development approval. (Ord.2015-8, dated12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.170 Development Review.

A. All uses proposed may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of City codes regarding development review in the preparation and review of development proposals. Appropriate site plan and conditional use reviews shall be included.

B. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the City.

C. Development agreements may be required and included in development approvals. (Ord.2013-2, dated 5/28/13; prior code: Ord.2012-5, dated 6/12/12)

SECTION II
MIXED USE WEST

20.40.200 Description and Intent.

A. Description. The areas in which the Mixed Use West zone may be applied includes: 1) the area bounded by 2700 North the railroad tracks, approximately 2800 North, and the west city boundary, and 2) the area bounded by approximately 2550 North, Highway 89, 2700 North, and the railroad tracks.

B. Intent.

1. The Mixed Use West areas are intended to encourage general commercial, light manufacturing, and industrial uses in a planned, aesthetically pleasing business park setting, which are compatible both in architecture and landscaping to other uses in the zone.

2. Retail services, professional business parks, and manufacturing/industrial uses are promoted when they are complementary and can function as a unified cohesive development with adjacent uses.

(Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.210 Uses.

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West zone.
2. Business parks.
3. Manufacturing within an enclosed building.
5. Warehousing/distribution.

B. The following are conditional uses:

1. Automobile sales, new and/or used.
2. Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, repairs, parts retailing.
3. Community uses.
4. Contractor/construction equipment yards and/or facilities; may not be located east of the railroad tracks and not within 500 feet of the freeway.
5. Equipment and/or appliance repairs and/or service enclosed within a building.
6. Gas stations, convenience stores.
7. Hospitals.
8. Lumber, building material retail sales.
9. Mixed uses (residential/retail/office/industrial).
10. Motorcycle, snowmobile, other similar recreation equipment sales and/or service.
11. Office/warehouse facilities, small scale.

12. Outdoor storage as part of a principal use with an approved conditional use permit.
13. Public or quasi-public facilities, utility facilities.
14. Recreational vehicle or boat sales.
15. Recreational facilities, non-motorized.
16. Self storage facilities.
17. Sexually Oriented Businesses, not within 500 feet of UDOT controlled roads, nor east of the railroad tracks.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the Development Review Committee.

D. Additional Requirements for Mixed Use with a Residential Component.

1. Development Agreement. If a residential component is desired, developer shall enter into a development agreement with the City.

2. Percentage of Development. A maximum of 25% (by total Project area) may be utilized for the residential component of a Mixed Use West Project.

3. Density. The residential component shall be limited to 20 units per acre, with a minimum of 900 square feet of living space per unit.

4. Timing of Approvals and Building Permits.

a. The commercial site plan shall be submitted prior to or concurrently with the residential site plan. Approval of the residential site plan shall not occur until 1) the commercial site plan has received approval, and 2) a commercial building permit has been issued by the City.

b. Commercial Building Permits.

i. Required site improvements per Chapter 17.12.010.2 shall be complete prior to the issuance of building permits.

ii. With the issuance of the first commercial building permit, developer may be issued building permits for up to 33% of the residential component of the Project (based on the total number of proposed units).

iii. Upon completion (i.e. issuance of certificate of occupancy) of 33% of the total commercial building square footage, developer may be issued building permits for up to 67% of the residential component.

iv. Upon completion of 67% of the total commercial building square footage, developer may be issued building permits for up to 100% of the residential component.

5. Parking.

a. Residential Parking. The residential component of the Project shall contain the following parking requirements: 1.8 spaces per unit plus 0.25 guest spaces per unit (all calculations shall round up to the nearest whole number). Garages and driveways of at least the minimum dimensions of standard parking spaces (9-ft by 18-ft) may count toward resident parking requirements but shall not count towards guest parking requirements

b. Shared Use Parking. Shared use parking in multi-family, commercial, or manufacturing zoning district may be allowed if it can be established that the on-site use(s) characteristically result in peak demand for parked vehicles at different hours, days, or seasons than the off-site use(s).

i. Study. A shared use parking study shall be submitted for review for approval of shared use parking. The parking study shall include the

following: the location and identity of each use that will share the facility; the total parking requirement for each use; the projected hours of operation of each use and the hours during which the peak parking demand will be experienced; the number of existing and/or proposed parking spaces; a site plan that provides for a distance of not more than 500 feet from the development site's property boundary measured along the shortest available pedestrian route of access to the shared parking facility; and a site plan that demonstrates that the proposed shared parking facility will comply with all standards required by this Code for parking lot development.

ii. Review and Authorization. The study shall be reviewed by the Development Review Committee to determine whether the uses will make use of the shared spaces at different times of the day, week, month, or year. The planning commission, following a recommendation from the Development Review Committee, may authorize shared use of a parking area subject to the following conditions:

a. The study demonstrates to the satisfaction of the City that uses sharing the parking area are unlikely to produce a substantial demand for parking at the same time;

b. Required parking spaces reserved for persons with disabilities shall not be reduced; and

c. Ongoing shared use of the parking area is assured by an agreement reviewed and accepted by the City which provides at least the following: 1) the parking area shall be continuously available; 2) all spaces shall be available without charge; 3) all parking spaces shall be available perpetually to all uses utilizing the parking; and 4) additional parking shall be provided up to the amount otherwise required under this chapter if the Development Review Committee determines, based on parking counts, that a shared parking area does not satisfy the off street parking demand of the uses involved.

(Ord.2015-8, dated 12/8/15; prior codes: Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

SECTION III MIXED USE CENTRAL

20.40.300 Description and Intent.

A. Description. The area in which the Mixed Use Central zone may be applied is bounded by Highway 89, 2700 North, the railroad tracks, and 2800 North.

B. Intent.

1. The Mixed Use Central area is intended to encourage commercial, office, retail and small business manufacturing uses in a planned, aesthetically pleasing business park setting, which are compatible both in architecture and landscaping to other uses in the zone.

2. Retail service professional business parks and manufacturing uses are promoted when they are complementary and can function as a unified cohesive development with adjacent uses, particularly residential.

3. Quality of materials, design excellence, a high level of architectural quality, including landscaped street themes, and appropriate land uses are the foundation of

this Zone. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.310 Uses.

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West Zone.
2. Automobile sales, new and/or used.
3. Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, repairs, parts retailing.
4. Bottling works, non-alcoholic.
5. Business parks.
6. Equipment or appliance light repairs and/or service enclosed within a building.
7. Manufacturing within an enclosed building.
8. Motorcycle, snowmobile, other similar recreation equipment sales and/or service.
9. Office/warehouse facilities, small scale.
10. Recreational vehicle or boat sales.
11. Warehousing/distribution.

B. The following are conditional uses:

1. Community uses.
2. Contractor/construction equipment yards and/or facilities; may not be located within 200 feet of Highway 89.
3. Gas stations, convenience stores.
4. Hospitals.
5. Lumber, building material retail sales.
6. Outdoor storage as part of a principal use with an approved conditional use permit.
7. Public or quasi-public facilities.
8. Recreational facilities, non-motorized.
9. Self storage facilities.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the Development Review Committee.

D. Sexually Oriented Businesses are prohibited. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2015-2, dated 3/10/15, Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

SECTION IV
MIXED USE EAST

20.40.400 Description and Intent.

A. Description. The area in which the Mixed Use East zone may be applied is along 2700 North and 2550 North from approximately 900 West to the east city boundary.

B. Intent.

1. This area is intended to provide a range of uses focusing on retail and office commercial. The overall mix should consist of office, retail, and restaurant developed in a coordinated, complimentary fashion with significant public spaces and amenities.
2. The area is intended to provide for specific uses in a planned commercial setting which will be compatible and complimentary with adjacent uses including

nearby residential neighborhoods and will promote a high level of architectural and landscaping excellence.

3. Enhancements of the architectural quality and landscaping themes are required.

4. Streetscape treatments are required. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

20.40.410 Uses.

A. The following uses are permitted:

1. Uses listed as permitted in the Gateway West Zone.

B. The following are conditional uses:

2. Community uses.
3. Gas stations, convenience stores.
4. Public or quasi-public facilities.
5. Recreational facilities, non-motorized.

C. Other uses. Uses substantially similar to, or customarily accessory to, a listed use or category may be administratively allowed as determined by the Development Review Committee..

D. Sexually Oriented Businesses are prohibited. (Ord.2015-8, dated 12/8/15; prior codes: Ord.2013-2, dated 5/28/13 and Ord.2012-5, dated 6/12/12)

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

DATED this _____ day of August, 2021.

PLEASANT VIEW CITY, UTAH

_____
Leonard M. Call, Mayor

Attest:

_____
Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2021

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

CM Arrington _____
CM Bailey _____
CM Gibson _____
CM Marriott _____
CM Urry _____

City Council Staff Report

A-5 ordinance Amendment
August 24, 2021

RECOMMENDATION

Staff recommends **approval.**

PLANNING COMMISSION

A-5 was presented to Planning Commission August 5, 2021 in a public hearing. Commissioner Farr made the motion to recommend approval to the City Council regarding the changes to the A-5 zoning ordinance. It was seconded by Commissioner Cummings. Voting was unanimously in favor for the recommendation.

ANALYSIS

Chapter 18.18 - A-5 Zone

18.18.010 Purpose and Intent. The purpose of the A-5 zone is to provide residential and limited agricultural uses and other uses provided they are compatible with flood control objectives and residential use. (Ord. 87-17.03 (part), 1987: prior code §34-6a-1)

18.18.020 Permitted Uses. Permitted uses in the A-5 zone are as follows: A. Residential, single-family dwelling;
B. Public parks and playgrounds; C. Nature parks and open spaces;
D. Agricultural uses to the intensity and extent they are compatible with flood control objectives, maintain a quality environment acceptable to residential use.
1. Truck gardening,
2. The keeping of animals and fowl for family food production as an incidental and accessory use to the residential use of the lot; private stables; horses for private use only. Any corral, stable or building, for keeping horses, animals, or fowl shall be located not less than one hundred feet from a public street and not less than twenty five feet from any side or rear lot line,
3. Growing hay, cereal grains and row crops,
4. Orchards, growing fruit from trees and shrubs,
5. Growing trees, shrubs and ornamental plants,
6. Greenhouse plants,
7. Household pets;
E. Residential facility for persons with a disability; F. Residential facility for elderly persons.
(Ord.2001-7, 4/10/01 and Ord. 87-17.03 (part), 1987: prior code §34-6a-2)

18.18.030 Conditional Uses-Designated. The following may be permitted only when authorized by a conditional use permit issued by the city:

A. Church, synagogue or similar permanent building used for regular religious worship; B. School, training center or similar building used primarily for educating or training;

C. Fire station;

D. Health or medical treatment center; E. Public utility maintenance center;

F. Public recreation facilities such as ball grounds, tennis courts, swimming pools, posse practice areas and rodeo grounds owned and operated by municipal, county, state or federal entities. (Ord. 87-17.03 (part), 1987: prior code §34-6a-3(1))

18.18.040 Conditional Uses-Issuance. The planning commission shall not recommend a conditional use permit unless evidence is presented to establish that:

A. The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general welfare of the community;

B. Such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible if not complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs; and

C. The proposed use will comply with the regulations and conditions specified in this title for such use; and

D. The proposed use conforms to the goals, policies and governing principles and land use of the master plan of for the city.

E. The proposed use will not lead to the deterioration of the environment of the general area, nor will produce conditions or emit pollutants of such type or quantity as to detrimentally affect, to any appreciable degree, public and private properties including the operation of existing use thereon, in the immediate vicinity or the community or the area as a whole;

F. Flood control objectives for the city will be met. (Ord. 87-17.03 (part), 1987: prior code §34-6a-3(2))

18.18.050 Site Development Standards.

A. Minimum site area is five acres.

B. Minimum lot width shall be two hundred feet. However, for cul-de-sacs, the minimum width may be measured at a front yard setback of seventy-five feet.

C. Minimum yard setbacks:

1. Front, fifty feet from existing or proposed public right of way on streets of less than eighty feet in width, seventy-five feet on all streets and highways of eighty or more feet in width;

2. Side, twenty feet adjacent to a residential boundary and for single-family dwellings;

3. Rear, fifty feet for single-family dwellings and one hundred feet from any street or lot line for any building or structure used for raising, housing, or sale of livestock or poultry;

D. Building height:

1. Minimum, one story;

2. Maximum, thirty-five feet;

E. Lot coverage: Not over ten percent of the lot area may be covered by materials impervious to water absorption. Lots with existing area coverage of materials impervious to water absorption ~~extending beyond~~ exceeding ten percent, based on prior city

approval, may have impervious surface areas removed, modified or replaced if ~~this~~ the changes results in a lower total percentage of impervious surface and is closer to the current allowable standard of ten percent.

F. Runoff water generated by developments or improvements such as buildings, driveways, sidewalks, parking areas, soil compaction, tilling, etc. shall be detained in a manner acceptable to the city engineer. (Ord 99-17, dated 7/13/99: prior codes Ord. 87-17.03 (part), 1987 & §34-6a-4)

18.18.060 Sign Regulations. The height, size and location of the following permitted signs shall be in accordance with the regulations set forth in RE-20 zone of the city:

A. dentification;

B Property sign

C. Service signs.

(Ord. 87-17.03 (part), 1987: prior code §34-6a-5)

18.18.070 Subdivision Requirement Modification. The following requirements relating to subdivision developments as required in Title 17 of this code shall be modified for the A-5 zone as designated below:

1. The city shall review and approve all road locations, gradient, profiles and other engineering features, but shall not be required to accept dedication of such roads to the city nor to maintain and service the roads. (See Section 17.16.010(A).)

2. Cul-de-sacs shall not be longer than five hundred feet from the center line of the intersecting street to the center of the turn-around. (Ord 99-3, 2/9/99 (part))(See Section 17.16.010(D).)

3. Maximum and minimum length of blocks shall not apply. However, the master road plan of the city shall be complied with. (See Section 17.16.020(A).)

4. Width of blocks shall not apply. (See Section 17.16.020(B).)

5. Business and industrial off-street parking requirements shall not apply. (See Section 17.16.020(C).)

6. Each lot in zone A-5 shall abut or have access to a public street. The balance of Section 17.16.030(C) shall not apply.

7. Sidelines of lots need not be at right angles. (See Section 17.16.030(F).)

8. a. All underground utilities and installations shall meet city development standards

b. Each development shall be required to connect to the public culinary water supply system. Private systems are discouraged however, where such are proposed, an operator, certified by the State of Utah shall be responsible for overseeing the system in accordance with Department of Environmental Quality, Division of Drinking Water Regulations. Private systems shall connect to the public water system and shall meet all requirements pertaining thereto, including, but not limited to, fire flow, hydrant location, lines sizes, storage requirements, metering, etc.

c. Secondary irrigation water shall be required for each lot in the subdivision. Preliminary plat approval shall not be granted until proof of secondary water service has been presented to the city.

9. In addition to the requirements in Section 17.20.010(E) pertaining to storm-water, each subdivision and/or each lot, in accordance with recommendations of the city engineer, as approved by the city council shall provide for the detention of run-off water resulting in the subdivision and/or on each lot; and the subdivision and/or lot owner shall be fully responsible for any property damage resulting on other properties. Facilities for the collection of stormwater runoff shall be the first improvement or facilities constructed on the development site. Such facilities

shall be designed so as to detain safely and adequately the maximum expected stormwater runoff for a one-hundred year storm as defined in NASA Study NSG 7226. (See also Ord. 94-10,
11/15/94). The developer shall be responsible to provide the city with appropriate easements for all detention facilities. All detention basins in the A-5 Zone shall be privately owned and maintained unless the detention can fill the function of a public park. Bonding may be required by the city council to guarantee the completion of stormwater runoff facilities. If such bond is required, it shall be in an amount equal to the cost of construction of such facilities and shall continue for two years after the completion date of such facilities.

10. a. Street surfacing shall be required. Street pavement sections, grades and profiles shall be in accordance with the city development standards, with the exception of the curb, gutter and sidewalks, which may be replaced by street shoulders and swells, as approved by the city engineer and the city council in order that storm runoff water can be fully controlled. Cuts or surface disturbances shall be re-vegetated within three months of surface disturbances. (See
Section 17.20.010(F).)

b. Street structural pavement sections shall comply with Pleasant View City Public Works Standards. All work shall comply with National Pollution Discharge Elimination System (NPDES) requirements and Storm Water Pollution Prevention Plans(SWPP) shall be submitted in accordance with state and federal regulations.

11. The approval of the planning commission for the planting, variety and location of trees along roadways may be required. (See Section 17.20.010(K).)

12. The natural vegetation (when it is oakbrush, shrubs and small trees within a sensitive area) shall be removed only when necessary for building, fire protection, driveways and landscaping purposes. However, in non-sensitive areas, land shall be used for agricultural purposes only if it has been so used in any five of the previous ten years. The maximum lawn area shall be one-fourth acre. A re-vegetation plan shall be submitted to and approved by the planning commission and city council for any cuts and slope disturbances on sensitive areas and such re-vegetation shall be completed within one year of the surface disturbance.

13. No building or construction shall be allowed which will disrupt the flow of water in the existing natural existing channels.

14. Wildlife shall be protected and every effort should be made to protect their present habitat.

15. It shall be the responsibility of the landowner or developer within a sensitive area to provide evidence to the city council for their approval that the proposed location is a safe location. The landowner or developer shall give careful consideration to fire hazards, earthquake zones, flood hazards and possible land and snow slippage.

16. No building shall be permitted on any portion of a lot where the natural slope exceeds twenty percent

17. The landowner or subdivider in a sensitive area will be required to submit hydrologic survey data and percolation testing prepared or conducted by any duly authorized authority in the field to establish that the proposed building program will not endanger existing property with flooding or ecological hazards, or in any way alter the effectiveness of the aquifer replenishment capability of the area or contaminate the sources of the culinary water supply.

18. A sanitary sewer system shall be required and it must be in full conformity with the requirements of the local, county and state standards.

19. Spark arrestors shall be installed in every fireplace constructed indoors or outdoors. Screen openings in such arrestors shall not be in excess of one quarter inch in diameter.

20. A grading plan shall be submitted to the planning commission and to the city council for approval. All cuts and fills shall be made in accordance with the city engineer's recommendation. Approval of a subdivision or site plan shall be required before the issuance of a building permit.

21. A site plan of the portion of the five acres to be developed, drawn to a scale of at least one-inch to twenty feet, shall be submitted to the planning commission and shall show lot lines,
existing and proposed contours at five foot intervals, location of proposed dwelling unit and any other proposed structures, walks, driveways and patio areas and landscaping.

22. Residences shall be built according to the Uniform Building Code in effect at the time the plans are approved.

23. Any person, firm or corporation violating any provisions of this chapter, upon conviction thereof, shall be deemed guilty of a class B misdemeanor, and fined not more than $1850.00 or imprisoned in the county jail for a period of not longer than six months, or both, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense and punishable as such. (Ord. 99-17, 7/13/99: prior codes, Amended during 1988 codification; Ord. 87-17.03 (part), 1987 & §34-6a-6)

Public Comment
There have been no comments currently.

This item was noticed in the Standard Examiner and on the State Public Notice Website.

STAFF CONTACT

Jill Hunt
jhunt@pleasantviewcity.com
801-782-8529 Ext: 466

DRAFT PLANNING COMMISSION MINUTES

LEGISLATIVE
Public Hearings
2. Discussion/recommend to City Council: A-5 Ordinance 18.18 Amendment

Jill presented the proposed changes to the ordinance to the commission. **Jim asked a question which couldn't be heard**, to which Amy said that the maximum surface area of materials impervious to water absorption required in the ordinance is to help leave waterflow in Pleasant View unaffected, and Sarah added that it is to help protect the city's aquifers. When asked about properties not currently meeting the new requirements, Jill stated that while lots not currently meeting these requirements will not be made to make any changes at this time, the new requirements would be enforced as part of future land developments on those lots. Keith stated that he worries that this new change could lead to residents not seeking approval for building permits on their properties, seeking forgiveness rather than permission. Jim asked how the new percent requirement was determined, and at what percentage above the requirement problems with water runoff would occur. Jill replied that the percentage at which problems would arise would depend on the lots location, **Jill is inaudible and the rest of her answer cannot be heard**. Keith asked

how people would know about the new requirements, and Jill stated that developers would be notified when they ask, and Sarah stated that city Homeowners Associations would help with enforcement. **Everything is once again inaudible until the motion to open the hearing**

Jim moved to open a public hearing. Motion was seconded by Julie. Voting was unanimous in favor.

Resident David Park stated that he purchased an organ and would like to build a room addition onto his home to house the instrument and was turned down due to his lot's surface area being fourteen to sixteen percent water resistant materials. He then stated that he worked with the city to address the issues, and that when he initially purchased the home the lot's water resistant surface area was initially thirteen percent, which was increased after building a three thousand square foot shop on the property. He then stated that when he applied for and was approved to build this shop, the city allowed him to exceed the water resistant surface requirement. Keith then asked David how large his proposed addition would be, to which he replied that it would be three thousand square feet, or roughly another three percent.

David then stated he would like to tear out a tennis court on his property of five thousand feet to build his addition. Keith stated that it would be a good deal for both the city and David, as David would be allowed to build his home addition and the total water resistant surface area on his lot, while not meeting the new requirement, would be smaller than it was before.

Sarah stated that she appreciated David for approaching and working with the city, and stated that the city should have been more diligent in the past when allowing David's former additions. Keith asked how and why the city approved the past changes to David's property, to which Jill stated she did not know as it was before her time with the city, and that the commission and city is now moving forward. Keith began saying that changes should be allowed if they will not affect the city's water, to which Julie stated that the water resistant surface area requirements are in place for that exact reason. David stated that his overall water resistant surface area would be reduced from sixteen to thirteen percent if the city were to approve his home addition. Julie stated that the ordinance change is to be a general rule and isn't tied to a single instance.

Julie moved to close the public hearing. Motion was seconded by Jim. Voting was unanimous in favor.

Julie recommended approval **the audio cuts out again, cannot hear any of the motion** per notes, to the City Council on the changes under the A-5 zoning ordinance.

Amy commented that the city was working on other changes to A-5 zone ordinances, and wondered if the proposed change could be bundled with the other changes, and the city's newsletter would be a good place to inform citizens of the ordinance changes.

Motion was seconded by Jim.
Jill asks if Jeff voted,**but the audio frequently cuts in and out**. Jeff over Zoom tells Jill and the commission that the audio is cutting in and out, but he votes in favor of the change.

Voting was unanimous in favor.

ORDINANCE 2021-9

AN ORDINANCE AMENDING CHAPTER 18.18 – A-5 ZONE OF THE PLEASANT VIEW CITY MUNICIPAL CODE TO AMEND THE LOT COVERAGE STANDARDS.

WHEREAS, Pleasant View City finds that the amendments to Chapter 18.18 of the Zoning Ordinance is consistent with the City's General Plan and further promotes and supports businesses in the City; and

WHEREAS, Pleasant View City finds that such an amendment is in the best interest of the City; and

WHEREAS, Section 10-9a-503 (1) and (2) of the Utah State Municipal Code provides for the amendment of municipal ordinances after receiving a recommendation from the Planning Commission; and,

WHEREAS, The Pleasant View City Planning Commission has made a positive recommendation of the proposed amendment;

NOW THEREFORE, Be it hereby ordained that:

SECTION ONE: Section 18.18.050(E) – Lot Coverage of the Site Development Standards of Chapter 18.18 – A-5 Zone Ordinance shall hereby be amended as follows:

18.18.050 Site Development Standards.

E. Lot coverage: Not over ten percent of the lot area may be covered by materials impervious to water absorption. Lots with existing area coverage of materials impervious to water absorption exceeding ten percent, based on prior city approval, may have impervious surface areas removed, modified or replaced if the changes results in a lower total percentage of impervious surface and is closer to the current allowable standard of ten percent. .

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

DATED this _____ day of August, 2021.

PLEASANT VIEW CITY, UTAH

_____
Leonard M. Call, Mayor

Attest:

_____
Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2021

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

CM Arrington _____
CM Bailey _____
CM Gibson _____
CM Marriott _____
CM Urry _____

RECOMMENDATION OF AWARD

To: Pleasant View City

From: Dana Q. Shuler, P.E.
Jones & Associates Consulting Engineers

RE: RECOMMENDATION OF AWARD
Pleasant View Drive Water Transfers and Storm Drain Spot Repairs

Date: July 28, 2021

GENERAL

On July 22, 2021 at 2:00 p.m., bids were opened for the above referenced project. Three (3) bids were received from the following contractors:

1. Leon Poulsen Construction
2. Great Basin Development
3. Ormond Construction

The majority of the Project is contained in the Base Bid. Additive Alternate 1 contains items related to three (3) transferring water services to Bona Vista's water system. Due to recent developments related to transferring these services, the City is choosing not to pursue the transfer of these services at this time. Therefore, only the Base Bid is being considered for award.

The bid results are shown on the enclosed Bid Tabulation. The tabulation shows the bidders in order of lowest to highest for the Base Bid.

AWARD RECOMMENDATION

Leon Poulsen Construction is the low bidder for the Base Bid. They are qualified and experienced to do this work.

Overall, we recommend that the Council award the **Base Bid** to the low bidder, **Leon Poulsen Construction**, in the amount of **$343,511.00**.

Attachment: Bid Tabulation

BID TABULATION

Pleasant View City

Pleasant View Drive Water Transfers and Storm Drain Spot Repairs

Bid Opening: July 22, 2021, 2:00 p.m., City Hall

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Total	Leon Poulsen Construction Co. Ogden, Utah Unit Price	Leon Poulsen Construction Co. Ogden, Utah Total	Great Basin Development Mantua, Utah Unit Price	Great Basin Development Mantua, Utah Total	Ormond Construction Willard, Utah Unit Price	Ormond Construction Willard, Utah Total
BASE BID											
GENERAL											
1	Mobilization	1	l.s.	$14,500.00	$14,500.00	$15,500.00	$15,500.00	$ 9,503.00	$ 9,503.00	$25,000.00	$25,000.00
2	Provide City traffic control	1	l.s.	6,000.00	6,000.00	13,200.00	13,200.00	16,452.00	16,452.00	18,400.00	18,400.00
3	Coordinate with property owners	1	l.s.	1,500.00	1,500.00	1,125.00	1,125.00	1,200.00	1,200.00	1,200.00	1,200.00
WATER IMPROVEMENTS											
4	Furnish and install 3/4" service tap on existing 8" line	35	ea.	1,200.00	42,000.00	890.00	31,150.00	1,272.00	44,520.00	863.70	30,229.50
5	Furnish and install 1.5" service tap on existing 8" line (includes tee for 3/4" branches)	3	ea.	1,450.00	4,350.00	1,380.00	4,140.00	1,807.00	5,421.00	1,345.93	4,037.79
6	Furnish and install 3/4" poly service line	600	l.f.	15.00	9,000.00	37.00	22,200.00	24.00	14,400.00	21.52	12,912.00
7	Furnish and install 1.5" poly service line	45	l.f.	16.50	742.50	44.00	1,980.00	27.00	1,215.00	25.44	1,144.80
8	Furnish and install 1.5" poly service line by trenchless method	50	l.f.	75.00	3,750.00	114.00	5,700.00	75.00	3,750.00	126.29	6,314.50
9	Connect new 3/4" poly service line to existing meter OR connect new 3/4" poly service line to existing Type K copper service line	28	ea.	450.00	12,600.00	270.00	7,560.00	731.00	20,468.00	577.63	16,173.64
10	Connect existing 1.5" copper service line to new service tap	1	ea.	550.00	550.00	395.00	395.00	2,182.00	2,182.00	1,369.40	1,369.40
11	Connect existing 3/4" copper service line to new service tap	9	ea.	450.00	4,050.00	350.00	3,150.00	1,007.00	9,063.00	860.08	7,740.72
12	Relocate existing meter	2	ea.	800.00	1,600.00	1,475.00	2,950.00	863.00	1,726.00	981.13	1,962.26
13	Excavate existing service; shut off corp stop	2	ea.	600.00	1,200.00	475.00	950.00	475.00	950.00	675.00	1,350.00
14	Furnish and install 8" gate valve on existing 8" DI water line	3	ea.	2,500.00	7,500.00	4,860.00	14,580.00	5,074.00	15,222.00	4,330.26	12,990.78
15	Furnish and install air/vac station	1	ea.	6,500.00	6,500.00	7,200.00	7,200.00	7,525.00	7,525.00	6,953.90	6,953.90

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Leon Poulsen Construction Co. Ogden, Utah		Great Basin Development Mantua, Utah		Ormond Construction Willard, Utah	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
16	Remove and dispose of existing air/vac station	1	ea.	1,200.00	1,200.00	855.00	855.00	1,500.00	1,500.00	900.00	900.00
17	Furnish and install fire hydrant unit	1	ea.	6,500.00	6,500.00	9,380.00	9,380.00	8,641.00	8,641.00	6,982.60	6,982.60
18	Remove and salvage existing fire hydrant and deliver to Public Works yard	1	ea.	500.00	500.00	1,030.00	1,030.00	900.00	900.00	650.00	650.00
19	Raise fire hydrant and auxillary valve box approx. 4'	1	ea.	850.00	850.00	5,000.00	5,000.00	1,692.00	1,692.00	2,003.02	2,003.02
20	Disconnect and plug existing tee or cross	7	ea.	500.00	3,500.00	1,050.00	7,350.00	1,217.00	8,519.00	1,265.22	8,856.54
21	Remove and dispose of existing valve	7	ea.	500.00	3,500.00	1,050.00	7,350.00	1,217.00	8,519.00	975.00	6,825.00
22	Connect to existing 8" DI water line	1	ea.	3,500.00	3,500.00	2,390.00	2,390.00	3,504.00	3,504.00	2,870.83	2,870.83
23	Obliterate existing valve box	4	ea.	250.00	1,000.00	385.00	1,540.00	275.00	1,100.00	150.00	600.00
24	Furnish and install PRV station	1	l.s.	125,000.00	125,000.00	97,500.00	97,500.00	109,985.00	109,985.00	117,925.95	117,925.95
25	Remove and replace asphalt pavement (4" HMA on 12" UTBC, t-patch)	165	l.f.	27.50	4,537.50	68.00	11,220.00	39.00	6,435.00	76.81	12,673.65
26	Remove and replace asphalt driveway (3" HMA on 8" UTBC)	60	l.f.	20.00	1,200.00	68.00	4,080.00	27.50	1,650.00	61.18	3,670.80
27	Remove and replace gravel shoulder or gravel driveway (8" UTBC)	200	l.f.	12.00	2,400.00	27.00	5,400.00	8.00	1,600.00	15.98	3,196.00
28	Remove and replace concrete sidewalk or driveway (6" thick)	376	s.f.	8.00	3,008.00	16.00	6,016.00	9.75	3,666.00	14.00	5,264.00
29	Remove and replace curb and gutter	80	l.f.	25.00	2,000.00	60.00	4,800.00	50.00	4,000.00	50.00	4,000.00
30	Perform landscape repair	28	lot	600.00	16,800.00	815.00	22,820.00	265.00	7,420.00	450.00	12,600.00
STORM DRAIN IMPROVEMENTS											
31	Furnish and install 3'x3' throated storm drain box	1	ea.	2,500.00	2,500.00	3,115.00	3,115.00	3,233.00	3,233.00	4,239.06	4,239.06
32	Furnish and install 15" RCP	95	l.f.	45.00	4,275.00	73.00	6,935.00	68.00	6,460.00	118.85	11,290.75
33	Furnish and install 12" RCP	5	l.f.	50.00	250.00	123.00	615.00	125.00	625.00	125.58	627.90
34	Connect to existing 15" storm drain pipe	4	ea.	500.00	2,000.00	790.00	3,160.00	1,125.00	4,500.00	350.00	1,400.00
35	Furnish and install 15" end section with trash rack	1	ea.	1,250.00	1,250.00	1,215.00	1,215.00	675.00	675.00	1,227.16	1,227.16
36	Furnish and install 12" end section with trash rack	1	ea.	1,000.00	1,000.00	1,160.00	1,160.00	695.00	695.00	1,181.68	1,181.68
37	Remove and dispose of existing 15" storm drain pipe	50	l.f.	20.00	1,000.00	27.00	1,350.00	11.00	550.00	19.00	950.00

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Total	Leon Poulsen Construction Co. Ogden, Utah Unit Price	Leon Poulsen Construction Co. Ogden, Utah Total	Great Basin Development Mantua, Utah Unit Price	Great Basin Development Mantua, Utah Total	Ormond Construction Willard, Utah Unit Price	Ormond Construction Willard, Utah Total
38	Furnish and install 2'x2' storm drain junction box	2	ea.	1,500.00	3,000.00	1,800.00	3,600.00	1,763.00	3,526.00	1,016.70	2,033.40
MISCELLANEOUS											
39	Provide 3" minus import for trench backfill (upon approval of City Engineer)	200	ton	150.00	30,000.00	19.25	3,850.00	18.00	3,600.00	24.74	4,948.00
	BASE BID TOTAL (Items 1-39)			**$**	***336,613.00***	**$**	***343,511.00***	**$**	***346,592.00***	**$**	***364,695.63***
ADDITIVE ALTERNATE 1											
A1	Furnish and install 1" service tap on existing 16" water line	3	ea.	1,250.00	3,750.00	1,355.00	4,065.00	1,397.00	4,191.00	2,421.39	7,264.17
A2	Furnish and install 1" service line	300	l.f.	40.00	12,000.00	55.00	16,500.00	24.00	7,200.00	21.85	6,555.00
A3	Furnish and install 1" meter (BVID) and connect to existing service line	3	ea.	1,100.00	3,300.00	1,750.00	5,250.00	1,707.00	5,121.00	1,810.79	5,432.37
A4	Secure UDOT permit and provide UDOT traffic control on US 89	1	l.s.	5,000.00	5,000.00	2,650.00	2,650.00	1,500.00	1,500.00	4,500.00	4,500.00
A5	Remove and replace gravel shoulder or gravel driveway (8" UTBC)	50	l.f.	15.00	750.00	37.00	1,850.00	12.00	600.00	15.98	799.00
	ADDITIVE ALTERNATE 1 TOTAL (Items A1-A5)			**$**	***24,800.00***	**$**	***30,315.00***	**$**	***18,612.00***	**$**	***24,550.54***

Project Engineer Dana Q. Shuler Date 07/28/2021

Amendment 1

to Development Agreement for the Rulon White Business Park Subdivision

Project: Rulon White Business Park Subdivision
Owner: Pleasant View City
Developer: JLET Holdings LLC
Original Agreement Date: 04/13/21

SUMMARY OF AMENDMENT

Description of Change(s): change intersection of Parkland Boulevard and Rulon White Boulevard from concrete pavement to asphalt pavement; add striping to Parkland Boulevard

Total Amount of Change: $ (120,556.43)

see attached for more information

Attachments: Cost Sharing Distribution Schedule, revised plan sheets G1, TS-1, DM-1, RD-1, RD-5, SS-3

Recommended for Approval by Engineer _____ Date _____

Approved by City _____ Date _____

Agreed to by Developer _____ Date _____

*APPROVED CHANGES TO DATE

Amend. #1:	$	-
Amend. #2:	$	-
Amend. #3:	$	-
Amend. #4:	$	-
Amend. #5:	$	-
Total Changes:	$	-

AMENDMENT 1

Cost Sharing Distribution Schedule

Rulon White Business Park Subdivision

Project Location: Rulon White Blvd. from 2700 North to Parkland Blvd.

August 5, 2021

			Master Planned Improvements				Subdivision Improvements				City Improvements			
	Item	Description	Quantity	Unit	Unit Price	Total Amount	Quantity	Unit	Unit Price	Total Amount	Quantity	Unit	Unit Price	Total Amount
	AMENDMENT 1													
		~ PARKLAND BOULEVARD ~ 10.5" PCCP / 10" UTBC ~												
DELETION	A1	Excavate and dispose of existing material	(905)	c.y.	$ 8.00	$ (7,240.00)	-	c.y.	$ 8.00	$ -	(905)	c.y.	$ 8.00	$ (7,240.00)
DELETION	A2	Remove and dispose of existing asphalt (~4" thick)	(8,567)	s.f.	$ 1.00	$ (8,567.00)	-	s.f.	$ 1.00	$ -	(8,567)	s.f.	$ 1.00	$ (8,567.00)
DELETION	A3	Furnish and install untreated base course	(966)	ton	$ 25.00	$ (24,162.19)	-	ton	$ 25.00	$ -	(966)	ton	$ 25.00	$ (24,162.19)
DELETION	A4	Construct 10.5" thick portland cement concrete pavement	(13,759)	c.f.	$ 15.53	$ (213,728.96)	-	c.f.	$ 15.53	$ -	(13,759)	c.f.	$ 15.53	$ (213,728.96)
DELETION	A5	Furnish and install concrete curb and gutter	(244)	l.f.	$ 25.00	$ (6,100.00)	-	l.f.	$ 25.00	$ -	(244)	l.f.	$ 25.00	$ (6,100.00)
					Pavement Subtotal =	***$ (259,798.15)***			***Pavement Subtotal =***	***$ -***			***Pavement Subtotal =***	***$ (259,798.15)***
		~ PARKLAND BOULEVARD ~ 7" HMAC / 12" UTBC / 13" GB ~												
REPLACEMENT	A6	Excavate and dispose of existing material	1,387	c.y.	$ 8.00	$ 11,099.06	-	c.y.	$ 8.00	$ -	1,387	c.y.	$ 8.00	$ 11,099.06
REPLACEMENT	A7	Remove and dispose of existing asphalt (~4" thick)	8,567	s.f.	$ 1.00	$ 8,567.00	-	s.f.	$ 1.00	$ -	8,567	s.f.	$ 1.00	$ 8,567.00
REPLACEMENT	A8	Furnish and install granular borrow	1,217	ton	$ 21.00	$ 25,566.00	-	ton	$ 21.00	$ -	1,217	ton	$ 21.00	$ 25,566.00
REPLACEMENT	A9	Furnish and install untreated base course	1,108	ton	$ 25.00	$ 27,693.15	-	ton	$ 25.00	$ -	1,108	ton	$ 25.00	$ 27,693.15
REPLACEMENT	A10	Construct hot mix asphaltic concrete pavement	702	ton	$ 71.92	$ 50,515.47	-	ton	$ 71.92	$ -	702	ton	$ 71.92	$ 50,515.47
REPLACEMENT	A11	Furnish and install concrete curb and gutter	244	l.f.	$ 25.00	$ 6,100.00	-	l.f.	$ 25.00	$ -	244	l.f.	$ 25.00	$ 6,100.00
REPLACEMENT	A12	Seal coat	1,784	s.y.	$ 3.00	$ 5,351.33	-	s.y.	$ 3.00	$ -	1,784	s.y.	$ 3.00	$ 5,351.33
REPLACEMENT	A13	Raise manhole to grade following paving with concrete collar	4	ea.	$ 600.00	$ 2,400.00	-	ea.	$ 600.00	$ -	4	ea.	$ 600.00	$ 2,400.00
REPLACEMENT	A14	Raise water valve box to grade following paving with concrete collar	2	ea.	$ 475.00	$ 950.00	-	ea.	$ 475.00	$ -	2	ea.	$ 475.00	$ 950.00
REPLACEMENT	A15	Furnish and install 4" solid striping	1,339	l.f.	$ 0.30	$ 401.70	-	l.f.	$ 0.30	$ -	1,339	l.f.	$ 0.30	$ 401.70
REPLACEMENT	A16	Furnish and install 8" solid striping	160	l.f.	$ 0.30	$ 48.00	-	l.f.	$ 0.30	$ -	160	l.f.	$ 0.30	$ 48.00
REPLACEMENT	A17	Furnish and install pavement message paint (turn arrow)	2	ea.	$ 275.00	$ 550.00	-	ea.	$ 275.00	$ -	2	ea.	$ 275.00	$ 550.00
					Pavement Subtotal =	***$ 139,241.71***			***Pavement Subtotal =***	***$ -***			***Pavement Subtotal =***	***$ 139,241.71***
	CONSTRUCTION SUMMARY				**Original Construction Total =**	**$ 3,122,975.77**			**Original Construction Total =**	**$ 1,477,894.94**			**Original Construction Total =**	**$ 1,645,080.83**
					Amendment 1 =	**$ (120,556.43)**			**Amendment 1 =**	**$ -**			**Amendment 1 =**	**$ (120,556.43)**
					REV'D CONSTRUCTION TOTAL =	**$ 3,002,419.33**			**REV'D CONSTRUCTION TOTAL =**	**$ 1,477,894.94**			**REV'D CONSTRUCTION TOTAL =**	**$ 1,524,524.40**
	REVISED PROJECT SUMMARY				**Property and Services Subtotal =**	**$ 369,070.40**			**Property and Services Subtotal =**	**$ 28,000.00**			**Property and Services Subtotal =**	**$ 341,070.40**
					Rev'd Construction Subtotal =	**$ 3,002,419.33**			**Rev'd Construction Subtotal =**	**$ 1,477,894.94**			**Rev'd Construction Subtotal =**	**$ 1,524,524.40**
					REV'D PROJECT TOTAL =	**$ 3,371,489.73**			**REV'D SUBDIVISION TOTAL =**	**$ 1,505,894.94**			**REV'D CITY TOTAL =**	**$ 1,865,594.80**
									(no change)					

City Council Staff Report

Long-term Storm Water Management Agreement w/Arnold Machinery August 24, 2021

ANALYSIS

When recorded, return to:

Pleasant View City
520 W. Elberta Dr.
Pleasant View, Utah 84414-1408

Affects Parcel No(s): 19-211-0005

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

This Long-Term Storm Water Management Agreement ("Agreement") is made by and between Pleasant View City, a Utah municipal corporation ("City"), and Arnold Machinery, a Corporation ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the Pleasant View City Storm Drain System, ("Small MS4"), as set forth in the Pleasant View City Storm Water Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain, at Owner's expense, a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 Utah Pollutant Discharge Elimination System (UPDES) General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the operations and maintenance of the Storm Water Facilities; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Storm Water Facilities, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the City-approved Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey Storm Water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the Storm Water. Adequate maintenance, for purposes of this Agreement, is defined as the maintenance and actions required such that the Storm Water Facilities are 1) performing their design functions, 2) in good working condition, and 3) being maintained in accordance with manufacturer's recommendations, where applicable. The Owner shall, at its sole cost and expense, perform all maintenance necessary to keep the Storm Water Facilities functioning and in good working condition.

Section 3

Annual Inspection Report and Certification. The Owner shall, at its sole cost and expense, inspect, or have inspected, the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements (e.g. oil/water separators, underground infiltration galleries, underground detention basins), berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City. Inspections shall be performed by qualified personnel.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities upon reasonable notice not less than three (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately operated and maintained to meet the intent of the design, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, the Storm Water Facilities Maintenance Plan, and manufacturer's recommendations, where applicable. Notice may be waived in emergency conditions.

Section 5

Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than thirty (30) days, to cure such defects or

deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address on file with the Weber County Tax Assessor.

In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in the above paragraph and failure to cure, then the City shall send a second notice to the Owner. Upon Owner's failure to cure or correct within thirty (30) days following the second notice, the City may issue a citation punishable as a Misdemeanor in addition to any State or EPA fine.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes, or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. Upon the expiration of the thirty (30) days following the second notice, if the Owner fails to cure defects or deficiencies, the City and its authorized agents and employees shall have the authority to enter the Property and perform the necessary maintenance or corrective actions.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to correction of the defects or deficiencies, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. City reserves the right to file a lien on the Property in the event of non-payment.

Section 9

Successor and Assigns. This Agreement shall be recorded in the Weber County Recorder's Office, and the covenants and agreements contained herein shall run with the land. Whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind, and be obligatory upon the Owner hereto, its successors, and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors, and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Weber County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Storm Water Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Weber County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed, or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

Storm Water Facilities Maintenance Plan. The Storm Water Facilities Maintenance Plan ("Maintenance Plan") must adapt to change in good judgment when site conditions and operations change, and when existing programs are ineffective. Exhibit B, containing the Maintenance Plan, will not be filed with the agreement at the County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City and amended into the Maintenance Plan on file with the City Recorder.

Section 16

Exhibits to this Agreement. Exhibits to this Agreement are enumerated as follows:

1. Exhibit A – Property Description
2. Exhibit B – Storm Water Facilities Maintenance Plan (on file with Pleasant View City Recorder)

(continued on next page)

LONG-TERM STORM WATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 19th day of July 20 21.

FOR OWNER

VP/COO Axis Reclamation & Constr.

(name), (title)
(company)

STATE OF UTAH)
§
COUNTY OF Weber)

On this 19th day of July, in the year 2021 before me Laurie Hellstrom

(notary public name) a notary public, personally appeared Blake Knight

(name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same..

Witness my hand and official seal.

Laurie Hellstrom
Notary Public signature

Laurie Hellstrom
(Printed Name)

LAURIE HELLSTROM
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 712853
COMM. EXP. 07/02/2024
(seal)

STAFF CONTACT

Jill Hunt
jhunt@pleasantviewcity.com
801-782-8529 Ext: 466

Corrected -

EXHIBIT A

Exhibit A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of two and twenty-nine hundredths percent (2.29 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Bond Balance
09/15/2021	9,017.60	-	-	9,017.60	83,362.40
09/15/2022	7,108.60	2.290%	1,909.00	9,017.60	76,253.80
09/15/2023	24,844.65	2.290%	1,746.21	26,590.86	51,409.15
09/15/2024	25,413.59	2.290%	1,177.27	26,590.86	25,995.56
09/15/2025	25,995.56	2.290%	595.30	26,590.86	-
Total	$92,380.00	-	$5,427.78	$97,807.78	-

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity:	Pleasant View City
Address:	520 W. Elberta Drive
City, State Zip:	Pleasant View, UT 84414
Attention:	Ryon Hadley
Public Finance Office:	
County:	Weber
Amount:	$92,380.00
Rate:	2.29
Maturity Date:	September 15, 2025
First Pmt Date:	September 15, 2021
Payment Dates:	September 15
Auto Extend:	4
Governing Body:	City Council
Resolution Date:	August, 2021
Dated Date:	September, 2021
Day:	15th
State:	Utah

$ 92,380.00
Pleasant View City
Lease Purchase Agreement

1. Lease/Purchases Agreement of the Pleasant View City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of September 15, 2021

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

PLEASANT VIEW CITY,
as Lessee

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction 1
SECTION 1.2 Exhibits 2

ARTICLE II

REPRESENTATIONS COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee 2
SECTION 2.2 Representations, Covenants and Warranties of the Bank 8

ARTICLE III

LEASE; LEASE PAYMENTS

SECTION 3.1 Lease 8
SECTION 3.2 Term 8
SECTION 3.3 Termination 9
SECTION 3.4 Lease Payments 9
SECTION 3.5 Possession of Leased Property Upon Termination 9
SECTION 3.6 No Withholding 9
SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee 10
SECTION 3.8 Net Lease 10
SECTION 3.9 Offset 10

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance 10
SECTION 4.2 Damage to or Destruction of the Leased Property 10

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property 11
SECTION 5.2 Interest in the Leased Property and this Lease 11
SECTION 5.3 Maintenance, Utilities, Taxes and Assessments 11
SECTION 5.4 Modification of the Leased Property 12
SECTION 5.5 Permits 12
SECTION 5.6 Bank's Right to Perform for Lessee 13
SECTION 5.7 Bank's Disclaimer of Warranties 13
SECTION 5.8 Indemnification 13
SECTION 5.9 Inclusion for Consideration as Budget Item. 13
SECTION 5.10 Annual Financial Information 13

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank 13
SECTION 6.2 Assignment and Subleasing by the Lessee 14

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined 14
SECTION 7.2 Remedies on Default 14
SECTION 7.3 No Remedy Exclusive 15
SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses 15
SECTION 7.5 Waiver of Certain Damages 15

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds 15
SECTION 8.2 Option to Purchase Leased Property 15

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices 16
SECTION 9.2 System of Registration 16
SECTION 9.3 Instruments of Further Assurance 16
SECTION 9.4 Binding Effect 16
SECTION 9.5 Amendments 16
SECTION 9.6 Section Headings 16
SECTION 9.7 Severability 16
SECTION 9.8 Entire Agreement 17
SECTION 9.9 Execution in Counterparts 17
SECTION 9.10 Arbitration 17
SECTION 9.11 Applicable Law 17

Schedule of Lease Payments ..... Exhibit A
Legal Description of the Leased Property ..... Exhibit B
Resolution of Governing Body ..... Exhibit C
Opinion of Lessee's Counsel ..... Exhibit D
Security Documents ..... Exhibit E
Delivery and Acceptance Certificate ..... Exhibit F

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of September 15, 2021, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank" or "Lessor"), and Pleasant View City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of $10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on September 15, 2025, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease

will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will,

to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In

exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Pleasant View City
520 W. Elberta Drive
Pleasant View, UT 84414
Attention: Ryon Hadley

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By:_____
Authorized Officer

PLEASANT VIEW CITY, as Lessee

By:_____

_____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of two and twenty-nine hundredths percent (2.29 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I
09/15/2021	8,534.34	-	-	8,534.34
09/15/2022	6,614.27	2.290%	1,920.07	8,534.34
09/15/2023	25,163.16	2.290%	1,768.60	26,931.76
09/15/2024	25,739.40	2.290%	1,192.36	26,931.76
09/15/2025	26,328.83	2.290%	602.93	26,931.76
Total	$92,380.00	-	$5,483.96	$97,863.96

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2021 Chevrolet Truck, Silverado 1500
VIN # 1GCUYGED6MZ367534

2021 Chevrolet Truck, Silverado 1500
VIN# 1GCUYGED9MZ367009

Resolution 2021-H

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the "Governing Body") of Pleasant View City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Pleasant View City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2021.

By _____

Print Name_____

Title _____

Attest:

By _____

Print Name _____

Title_____

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

I, _____ hereby certify that I am the duly qualified and acting _____ of Pleasant View City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on August ~~18~~ 24, 2021, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2021.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2021.

By _____

Print Name_____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Pleasant View City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 15th day of September, 2021, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

_____
Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated September 15, 2021 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

PLEASANT VIEW CITY

By: _____
(Authorized Signature)

Date: _____