

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

October 12, 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, October 12, 2021, **commencing at 6:00 PM.**

The agenda consists of the following:

Pledge of allegiance: Ann Arrington

Opening Prayer, Reading or Expression of Thought: Ann Arrington

Declaration of Conflicts of Interest

Comments/Questions for the Mayor & Council (public – limited to 3 minutes)

Business:

- 6:05 P.M. 1. Introduce the Pleasant View City Canine Officer. *(Presenters: Ryon Hadley and Officer Benson)*
- 6:30 P.M. 2. Public Hearing – Discussion and possible action to amend the budget for the 2021-2022 fiscal year, Resolution 2021-I. *(Presenter: Laurie Hellstrom)*
- 6:40 P.M. 3. Discussion and possible action to consider granting Preliminary Plat Approval to Heart of Pole Patch Phase 3, with 7 lots located between 250 W and Cottonwood Drive below 4575 N, petitioner John Ferry. *(Presenter: Jill Hunt)*
- 6:50 P.M. 4. Discussion and possible action to consider granting Final Plat Approval to Harris Hills Phase 5 and escrow, with 10 lots located at approximately 1075 W 4300 N, petitioner Roy Harris. *(Presenter: Jill Hunt)*
- 7:00 P.M. 5. Discussion and possible action to adopt a Development Agreement with SunPro Company to coordinate engineering services in the amount of \$19,020 for roadway improvements to transition from one-way to two-way travel at 1000 West between 2700 North and 2550 North. *(Presenter: Amy Mabey)*
- 7:10 P.M. 6. Closed Meeting.
7. 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.

RESOLUTION 2021 – I

A RESOLUTION AMENDING THE 2021-22 FISCAL YEAR BUDGET.

WHEREAS, the City Council has the authority to increase budgets in the budgetary funds by resolution after a public hearing; and

WHEREAS, Pleasant View City noticed the public hearing according to Utah State Code Section 10-5-107 (5); and

WHEREAS, the City Council has determined that it is appropriate to adjust revenue and expenditures appropriated in the 2020-2021 fiscal year that were not completed; and

WHEREAS, the City Council has determined that it is appropriate to amend revenue and expenditures for existing and new projects.

Be it resolved by the City Council of Pleasant View, Utah:

SECTION ONE: The 2021-22 Fiscal Year Budget is hereby amended as “Exhibit A” and “Exhibit B” (attached).

SECTION TWO: This resolution shall take effect immediately.

DATED this _____ day of _____, 2021.

PLEASANT VIEW CITY, UTAH

Mayor, Leonard M. Call

Attest:

City Recorder

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

_____ Councilmember Arrington
_____ Councilmember Bailey
_____ Councilmember Gibson
_____ Councilmember Marriott
_____ Councilmember Urry

2020-21 PROJECTS TO BE CARRIED FORWARD TO THE 2021-22 FISCAL YEAR

			2020-21	2020-21		2021-22
		Project	Project's Budget	Actual Project Expenses/Rev	General Ledger Account No.	Project's Budget
Storm Sewer - expense	Capital Facilities Plan/Impact Fee Update		\$14,000	\$13,021	41-46-310	\$5,000
Storm Sewer - expense	LID PW Standards update		\$15,000	\$2,135	41-46-310	\$12,865
Storm Sewer - expense	Storm Water User Rates		\$12,000	\$0	41-46-310	\$12,000
Storm Sewer - expense	PV Estates re-piping 400 W (Impact eligible)		\$407,000	\$7,140	41-46-730	\$399,860
Storm Sewer - expense	PV Estates re-piping 400 W (Impact eligible)		\$213,000	\$0	41-46-730	\$213,000
Storm Sewer - expense	Barker Pond repair bank breach		\$60,000	\$2,428	41-46-730	\$57,570
Storm Sewer - expense	Storm Water Management Plan		\$5,000	\$407	41-46-310	\$4,590
Storm Sewer - expense	4300 N - line culvert (pipe burst or replace in Skyline)		\$20,000	\$0	41-46-730	\$20,000
Water - expense	Water Conservation Plan (every X years)		\$6,000	\$0	51-46-310	\$6,000
Water - expense	Lightning Protection		\$20,800	\$0	51-46-730	\$20,800
Water - expense	Tank Cleaning & Inspections (4 of the 8 tanks every 3 years)		\$16,900	\$0	51-46-730	\$16,900
Water - expense	Weber Basin Water - Zone 1 - land		\$296,000	\$1,966	51-16110	\$294,050
Park/Open Space - expense	Multi-Sport Field-concrete work and apron		\$15,000	\$0	40-46-730	\$15,000
Park/Open Space - expense	Multi-Sport Field-seeding		\$15,000	\$9,143	40-46-730	\$5,850
Park/Open Space - expense	Shady Lane - security		\$2,000	\$0	40-46-730	\$2,000
Park/Open Space - expense	Shady Lane - concrete aprons		\$2,000	\$0	40-46-730	\$2,000
Park/Open Space - expense	PV Park - concrete aprons		\$1,000	\$0	40-46-730	\$1,000
Park/Open Space - expense	PV Park - automate Irrigation system		\$10,000	\$0	40-46-730	\$10,000
Park/Open Space - expense	Barker Park - concrete aprons		\$5,000	\$0	40-46-730	\$5,000
Park/Open Space - expense	Barker Park - shade shades		\$12,000	\$0	40-46-730	\$12,000
Park/Open Space - expense	Veterans Remembrance		\$75,000	\$30,484	40-46-730	\$44,510
Transp.Sales Tax - expense	Alternate ROW's establishment Program		\$15,000	\$0	10-60-491	\$15,000
Transp.Sales Tax - expense	Street Light Program		\$70,000	\$7,832	10-60-491	\$62,000
Equipment - expense	Exterior/Interior Surveillance Security & Safety Zone (Key Cards/Fire & Burlary Alarms): *see below		\$50,000		43-40-740	
	Upgrade Gate Security/ along with Office Security: *see below		\$20,000		43-40-740	
	*Key Card System				43-40-740	\$43,650
	*Surveillance and Fire & Burlary Alarms				43-40-740	\$60,000
Equipment - expense	Fire rated doors with deadbolts (3)		\$5,000		43-40-740	\$8,000
Equipment - expense	Duress Alarms		\$1,000		43-40-740	\$1,000
Equipment - expense	Cameras & Audio set up for City Council Chambers		\$5,000		43-40-740	\$5,000
Equipment - expense	Conservation Drinking Fountains (2)		\$2,600		43-40-740	\$2,600
Equipment - expense	Police Department wall to create an office		\$1,500		43-40-740	\$1,500
Equipment - expense	New Shop air lines, storage shelves, work benches, chairs		\$70,000	\$8,615	43-40-740	\$61,385
Equipment - expense	Radio system and hand held radios		\$15,000		43-40-740	\$15,000
Equipment - expense	Flashing Xing Lights (Orchard Elementary)		\$10,000	\$6,052	43-40-740	\$3,950
Equipment - expense	Land - Triangle parcel from Weber County		\$3,300	\$0	43-40-160	\$3,300
Road -revenue	WACOG-SKYLINE DRIVE (FHA FUNDING-ALLOTTED IN 2016) (\$2,446,192)		\$1,563,982	\$273,029	45-36-800	\$1,290,953
Road -revenue	WACOG-SKYLINE DRIVE (FHA FUNDING-ALLOTTED IN 2021) (\$250,000-grading)		\$250,000	\$49,100	45-36-800	\$200,900
Road - expense	WACOG-SKYLINE DRIVE (FHA FUNDING-ALLOTTED IN 2016) (\$2,446,192)		\$1,428,345	\$137,392	45-46-730	\$1,290,953
Road - expense	WACOG-SKYLINE DRIVE (FHA FUNDING-ALLOTTED IN 2021) (\$250,000-grading)		\$250,000	\$49,100	45-46-730	\$200,900
Road - expense	Update TUF Fee Study		\$15,000	\$0	45-46-310	\$15,000
Road - expense	Transportation Master Plan		\$5,000	\$0	45-46-310	\$5,000

NEW & AMENDED PROJECTS

Fund	Project	2020-21		2021-22	
		Project's Budget	change	General Ledger Account No.	Project's Budget
General Fund - expense	Class C Road Funds - changing listed projects to include the transition from one way to two way travel at 1000 W between 2700 North and 2550 N at the cost of \$109K and reducing the listed projects by that same amount.	\$314,000		10-50-280	\$314,000
General Fund - expense	Caselle - additional user fee	\$3,100	\$600	10-43-310	\$3,700
General Fund - expense	Telephone (Century Link & Teligent)	\$7,850	\$10,150	10-50-280	\$18,000
General Fund - expense	Use of Reserved Fund Balance	\$733,661	(\$10,750)	10-90-510	\$723,511

No \$ change



Planning Commission Staff Report

AGENDA
ITEM
#2

Heart of Pole Patch Phase 3 Preliminary
September 23, 2021

BASIC INFORMATION

Application Number:	SBD 21.07
Applicant:	John Ferry
Owner:	HOPP Holdings
Acreage:	7.57
Lots:	7 lots
Location:	Top of 250 W – parcel 16-357-0008
Current Zoning District:	RE-20

PLANNING COMMISSION RECOMMENDATION

Commissioner Lund recommended approval along with the conditions to the City Council. It was seconded by Commissioner Cummings. Voting was unanimous in favor to recommend approval along with the conditions listed to City Council.

RECOMMENDATION

Staff recommends **approval** along with conditions listed below:

Conditions:

- 1) Streetlights: Conduits and junction boxes must be designed, approved, and installed prior to conditional acceptance.
- 2) Drainage Report and Plans comments

***Suggesting not having the sidewalk on the west side of Cottonwood Dr due to: **

- steep drop off
- No home will front onto Cottonwood Dr

Findings:

- 1) All requirements of the Fire Chief are met. ✓
- 2) All requirements as stated in Title 18 of the Planning View City Code are met. ✓
- 3) All other local and State requirements are met and maintained. ✓

Compliant

17.06 - PRELIMINARY SUBDIVISION APPLICATION AND APPROVAL

17.06.010 Intent:

1. It is the intent of this Ordinance that Preliminary Subdivision Application approval is a discretionary action of the City Council, accompanied with findings of fact, following the receipt of a Planning Commission and Development Review Committee (hereinafter referred to as DRC), recommendation.

2. It is the intent of this Ordinance that all items applicable to a Preliminary Subdivision Application be fully addressed by the applicant(s), the city, and all other applicable reviewing agencies prior to any action by the Planning Commission or City Council.

3. For the purposes of this Ordinance, the procedures, and requirements for the consideration of Preliminary Subdivision Applications are provided to allow for the consideration of all items in relation to the subdivision of land. The DRC and Planning Commission shall identify and address all items applicable to a Preliminary Subdivision Application prior to providing a recommendation to the City Council.

4. It is intended that the Planning Commission consider the design of the subdivision in relationship to the existing natural environment in the project area and the surrounding properties and to the compatibility of the design with the existing physical characteristics of the community. It is further intended that the Planning Commission review all applications in relationship to their compatibility with the elements of the General Plan.

5. It is intended that the DRC shall provide both a general compatibility and design analysis and a technical evaluation of the construction elements of a subdivision in preparing recommendations to city officials.

6. It is intended that the City Council shall identify and address all items applicable to a Preliminary Subdivision Application, including special consideration of Planning Commission and DRC recommendations, prior to approving, approving with conditions, or denying a Preliminary Subdivision Application. (Ord.2008-5, dated 4/8/08)

17.06.020 Requirements for Preliminary Subdivision Applications: No preliminary subdivision application shall be considered until a concept application and review has been completed. All Preliminary Subdivision Applications, filed with the City, are required to provide the following information:

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

- a. A list of all current property owners, as found in the records of the County Recorder, within 500ft of any part of the proposed subdivision.
- b. Mailing labels for all property owners as found in item a.
- c. A copy of all plat maps, as provided by the County Recorder, that cover the area of the proposed subdivision and the adjacent owners found in item a.

2. Preliminary Subdivision Plat. A preliminary plat, prepared by a licensed land surveyor, or engineer, shall be provided. The preliminary subdivision plat shall be

prepared in permanent ink and all sheets shall be numbered. A minimum of one (1) 11x17 size and five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be required. The preliminary subdivision plat shall show the following:

- a. A layout plan of the proposed subdivision, at a scale of no more than 1" = 100', or as recommended by the City Planner and/or City Engineer.
- b. The proposed name of the subdivision and the section, City, range, principal median, and County of its location shall be located at the top and center of the preliminary plat.
- c. A title block, placed on the lower right hand corner of the plat showing:
 - i. Name and address of owner of record and the name and address of the licensed surveyor responsible for preparing the preliminary plat.
 - ii. Date of preparation of the preliminary subdivision plat, and all revision dates.
- d. North arrow, graphic and written scale, and basis of bearings used.
- e. All proposed lots, rights-of-way, and easements created by the proposed subdivision and their bearings, lengths, widths, name, number, or purpose. Each proposed lot shall identify required setback lines (the buildable area) including front, side, and rear as required by the Zoning District in which the proposed subdivision is located.
- f. A vicinity map of the site at a minimum scale of 1" = 1000'.
- g. Surveyed boundary of the proposed subdivision; accurate in scale, dimension and bearing, and giving the location of and ties to the nearest survey monument.
- h. The location of the property with respect to surrounding property and roads, and the names of all adjoining property owners of record.
- i. The legal description of the entire subdivision site boundary.
- j. The location of any common space or open space areas including the location of all property proposed to be set aside for public or private reservation, with the designation of the purpose of those set aside, and conditions, if any, of the dedication or reservation.

3. Required Subdivision Site Information. The following subdivision site information is required and any mapping information shall be provided at the same scale as the preliminary subdivision plat, and may be on separate sheets, if necessary:

- a. A geologic report (text, maps, hazard assessments) performed by an engineer/geologist with appropriate expertise, that includes:
 - i. Study area context map (vicinity map with the area identified)
 - ii. Provide the actual study area map and generally describe, including site photography
 - iii. Geomorphology map (landslide, avalanche, and rock fall hazards) and hazard assessment
 - iv. Geology map (bedrock, sediment layers, alluvial fans, active/intermittent stream channels, debris flows) and assessment
 - v. Fault map, fault type, suggested buffer/setback area, and hazard assessment

- vi. Hydrology map (streams, springs, wetlands, recharge and discharge areas, floodplains, watersheds) including buffer area recommendations and hazard assessment
 - vii. Slope map (0-15%, 15-20%, 20-25%, 25-30%, 30+%) and hazard assessment
 - viii. Soils map and chart (type, NRCS rating, depth to water table, depth to unstable layers, shrink/swell potential, development limitations) and hazard assessment
 - ix. Water source protection zones and hazard assessment
 - x. Composite mapping of hazard areas including areas of overlap
 - xi. Recommended guidelines pertaining to each potential hazard reviewed above
 - xii. Recommended design modifications (demonstrate how the above issues should impact the design, provide a new design, if applicable)
 - xiii. Provide the qualifications of the preparers and their evaluation process
 - xiv. Provide your information/reference resources
 - xv. Date (s) of field visits (no study will be accepted without on-site photography demonstrating that on-site investigations have been accomplished)
 - xvi. Date of on-site visit/investigation with City Engineer or City Contract Geologist. Include a record of comments and concerns.
 - xvii. If applicable, include additional investigations, analysis, and assessment as suggested by the on-site visit
 - xviii. Executive summary of hazard potential
 - xix. Attached report of review comments by the City Engineer or City Contract Geologist (associated fees to be paid by the applicant)
 - xx. Certification by submitting engineer, geologist or other acceptable expert concerning the validity/accuracy of the information provided in the report.
4. Existing site contours at intervals of no greater than ten feet (major) and two feet (minor), unless otherwise approved by the City Engineer, overlaid with the proposed subdivision layout. Slope calculations, according to the requirements of this title, shall also be provided.
5. Subdivision Roads and Streets. The preliminary subdivision plat, and other application materials, shall identify the proposed road and street layout. Proposed subdivision streets shall make provision for the continuation of existing streets, as required by the City. All subdivision streets shall be designed as required by the City. The City shall review the proposed street and road design for compliance with the requirements of the City. The proposed street and road layout shall provide adequate and safe access to all proposed lots and proposed and existing roads, streets, and adjacent properties. If the subdivision will be accessed from a State Highway, proof of preliminary application for an appropriate access

permit from the State of Utah Department of Transportation, shall be provided with the application materials.

6. Evidence of Availability of Necessary Services. The following information is necessary to establish the availability of basic services to the proposed subdivision. The city may refer plans to other agencies for their review as applicable. The applicant shall be responsible for any fees charged by such agencies.

a. Culinary and Secondary Water Requirements. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by the City to evaluate the proposed culinary and secondary water system.

b. Wastewater Requirements. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by the City to evaluate the proposed sanitary sewer system.

c. Storm Drainage. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by the City to evaluate the proposed storm drainage system.

d. Fire Protection. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by the Fire Department and the city to evaluate the proposed fire protection capacity and system design in the development area. A letter shall be provided by the developer from the Fire Department to the city of any requirements relating to fire protection.

e. Special Service District or Special Service Area. If the proposed subdivision is located within the boundaries of a Special Service District or a Special Service Area, a letter shall be provided from the governing board acknowledging the proposed subdivision, which letter may identify any potential impacts resulting from the proposed subdivision. The applicant shall be responsible for any fees charged by such agencies.

f. Additional Information and Materials when Necessary. When the City Staff, Planning Commission, or City Council deem necessary, the applicant(s) may be required to provide other information or letters of feasibility, conduct studies, and provide evidence indicating the suitability of the area for the proposed subdivision, including, but not limited to, adequacy of public safety and fire protection, traffic impact studies, ground water protection, plant cover maintenance, geologic or flood hazard, erosion control, and access to existing and planned trails. (Ord.2017-4, dated 2/28/17 and Ord.2008-5, dated 4/8/08)

17.06.030 Preliminary Subdivision Application Approval Procedures:

The review and approval procedures of the City for the consideration of a Preliminary Subdivision Application are identified in Attachment 2. The procedures to determine a complete application are identified by Attachment 3. (Ord.2008-5, dated 4/8/08)

17.06.040 Planning Commission Recommendation:

1. Following a determination of a complete Preliminary Subdivision Application by the City Planner, and review by the DRC, the Preliminary Subdivision Application shall be scheduled for a public hearing and consideration by the Planning Commission, following adequate notice. The Planning Commission shall conduct the public hearing and consider the Preliminary Subdivision Application at a regular Planning Commission meeting.

2. The DRC, any affected State and County Agency, Special Service District, Special Service Area, or any other affected public agency may present information and

materials to the Planning Commission for review in considering the Preliminary Subdivision Application.

3. Following the close of the public hearing and consideration of the Preliminary Subdivision Application, and all information and materials presented, the Planning Commission may recommend approval of the Preliminary Subdivision Application as presented, approval with conditions, or recommend denial. The Planning Commission may recommend specific project designs and onsite and offsite improvements, facilities and amenities, for preliminary subdivision approval, as determined necessary by the Planning Commission to protect the health, safety and welfare of anticipated residents of the subdivision, or the existing residents or businesses of the City, including but not limited to:

- a. Road and street improvements, including layout and design and construction elements.
- b. Flood control facilities.
- c. Culinary and Secondary Water facilities.
- d. Sanitary Sewer facilities.
- e. Storm Drainage facilities.
- f. Lot and/or Site Drainage facilities.
- g. Park and open space areas and facilities, trail accesses and connections to existing and planned trails.
- h. Fire protection facilities, including fire hydrants and water storage facilities.
- i. Power, gas, telephone, cable, and any other public utility facilities.
- j. Fencing and buffering treatments.
- k. Street lighting and streetscape enhancements including street trees and park strip improvements.
- l. The protection and preservation of the natural environment.

4. The Planning Commission staff shall transmit the commission's recommendation to the City Council for consideration. (Ord.2008-5, dated 4/8/08)

17.06.050 Effect of Planning Commission Preliminary Subdivision Application

Recommendation: For all proposed subdivisions, the recommendation of a Preliminary Subdivision Application by the Planning Commission shall not constitute final approval of the sub- division by the City, but permits the applicant(s) to proceed to the next step in the application review and approval process, completion of any necessary revisions, reviews from the DRC, and presentation to the City Council of the Preliminary Subdivision Application. (Ord.2008-5, dated 4/8/08)

17.06.060 City Council Approval:

1. Following receipt of the Planning Commission's recommendation, and a review by the DRC of any corrections required by the Planning Commission, the City Council shall consider the Preliminary Subdivision Application materials, and all other information, at a regular City Council meeting, with notice of the Preliminary Subdivision Application agenda item being provided by:
 - a. Posting on the City web site, at least five days prior to the meeting.
 - b. Notice to affected entities.
2. The DRC, any affected State and County Agency, Special Service District, Special Service Area, or any other affected public agency may present

information and materials to the City Council for review in considering the Preliminary Subdivision Application.

3. Following the consideration of the Preliminary Subdivision Application, all information and materials presented, and giving special consideration to the recommendations of the Planning Commission and DRC, the City Council shall approve the Preliminary Subdivision Application as presented, approve with conditions, or deny the Preliminary Subdivision Application.

4. The City Council may require specific project designs and onsite and offsite improvements, facilities and amenities, for preliminary subdivision approval, as determined necessary by the City Council as outline in 17.06.040. (Ord.2008-5, dated 4/8/08)

17.06.070 Effect of City Council Preliminary Subdivision Application Approval and Effective Period:

1. For all proposed subdivisions, the approval of a Preliminary Subdivision Application by the City Council shall not constitute final approval of the subdivision by the City, but permits the applicant(s) to proceed with the preparation of the final subdivision application and all required documents. For such subdivisions, a Preliminary Subdivision Application approval shall not authorize the division or development of land, but shall allow the presentation to the City of a Final Subdivision Application.

2. The approval of a Preliminary Subdivision Application shall be effective for a period of one (1) year from the date of approval by the City Council, at the end of which time the applicant(s) shall have submitted a final subdivision application for approval. If a final subdivision application is not received by the City Planner within the one (1) year period, the preliminary subdivision approval shall be void, and the applicant(s) shall be required to submit a new Preliminary Subdivision Application, subject to the then existing application and approval requirements in effect, and all other applicable City, State and Federal requirements. For developments designed to be done in phases, each phase must meet the above requirements (receipt of application within one year of prior phase approvals). (Ord.2008-5, dated 4/8/08)

17.06.080 Site Preparation Work Prohibited:

1. No excavation, grading or re-grading shall take place on any land until Final Subdivision approval has been granted by the City Council.

2. No installation of improvements shall take place on any subdivision site until a final subdivision plat has been recorded in the Office of the Weber County Recorder.

3. No building permits shall be issued by the City, until a final subdivision plat has been recorded in the Office of the Weber County Recorder and improvements as required by the city have been installed. (Ord.2008-5, dated 4/8/08)

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

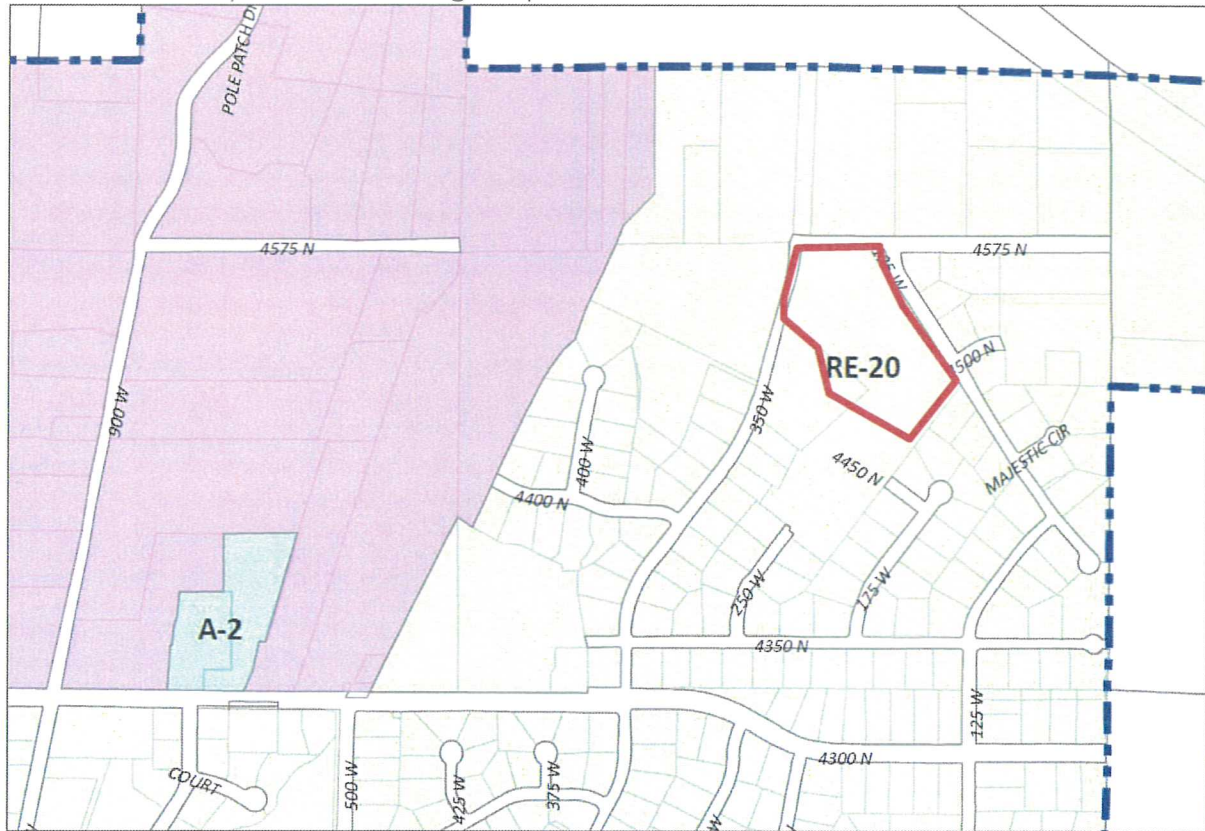
Jill Hunt
jhunt@pleasantviewcity.com
801-782-8529 Ext: 466

ATTACHMENTS

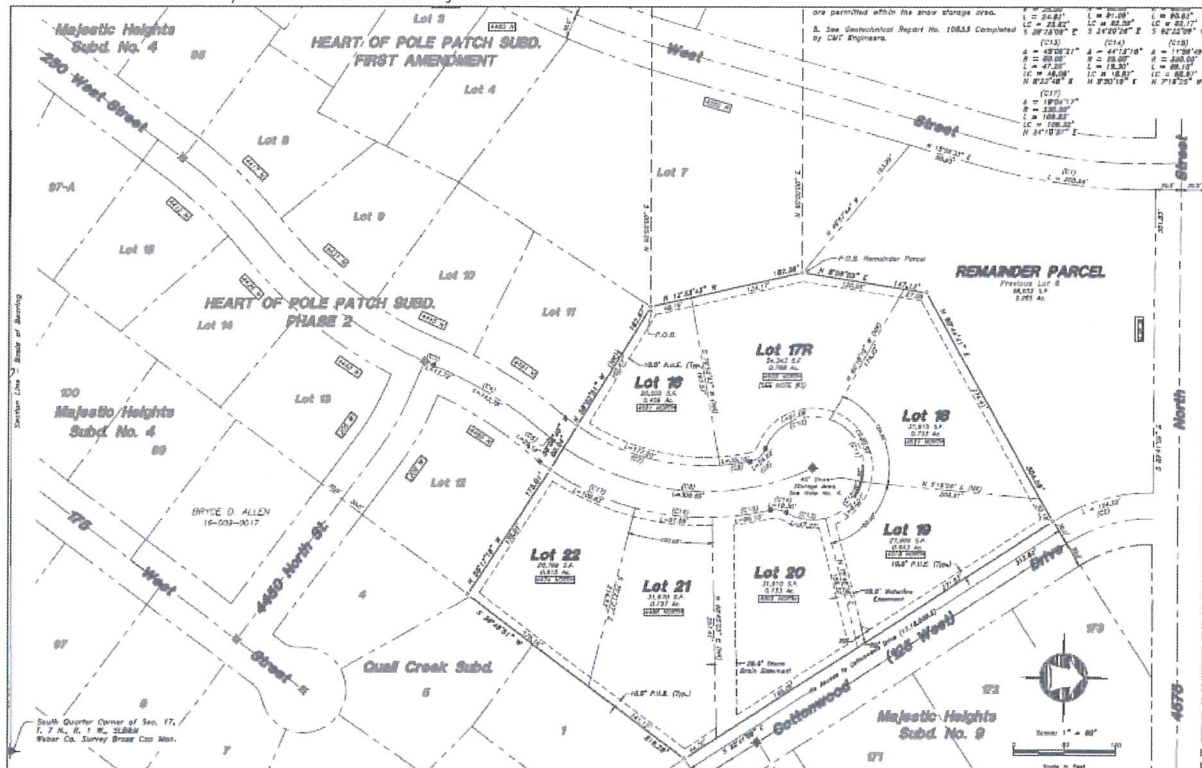
- 1) Vicinity Map
- 2) Current Zoning Map
- 3) Picture of project
- 4) Planning Commission Meeting Minutes

An aerial photograph of a residential neighborhood with a yellow-outlined lot. The lot is located on the east side of N 250 W St, between W 4500 N St and W 4400 N St. The lot is a large, irregularly shaped parcel. Surrounding the lot are numerous other residential lots, many of which are numbered. The streets shown include N 250 W St, N 260 W St, N 270 W St, N 280 W St, N 290 W St, N 300 W St, N 310 W St, N 320 W St, N 330 W St, N 340 W St, N 350 W St, N 360 W St, N 370 W St, N 380 W St, N 390 W St, N 400 W St, N 410 W St, N 420 W St, N 430 W St, N 440 W St, N 450 W St, N 460 W St, N 470 W St, N 480 W St, N 490 W St, N 500 W St, N 510 W St, N 520 W St, N 530 W St, N 540 W St, N 550 W St, N 560 W St, N 570 W St, N 580 W St, N 590 W St, N 600 W St, N 610 W St, N 620 W St, N 630 W St, N 640 W St, N 650 W St, N 660 W St, N 670 W St, N 680 W St, N 690 W St, N 700 W St, N 710 W St, N 720 W St, N 730 W St, N 740 W St, N 750 W St, N 760 W St, N 770 W St, N 780 W St, N 790 W St, N 800 W St, N 810 W St, N 820 W St, N 830 W St, N 840 W St, N 850 W St, N 860 W St, N 870 W St, N 880 W St, N 890 W St, N 900 W St, N 910 W St, N 920 W St, N 930 W St, N 940 W St, N 950 W St, N 960 W St, N 970 W St, N 980 W St, N 990 W St, N 1000 W St, N 1010 W St, N 1020 W St, N 1030 W St, N 1040 W St, N 1050 W St, N 1060 W St, N 1070 W St, N 1080 W St, N 1090 W St, N 1100 W St, N 1110 W St, N 1120 W St, N 1130 W St, N 1140 W St, N 1150 W St, N 1160 W St, N 1170 W St, N 1180 W St, N 1190 W St, N 1200 W St, N 1210 W St, N 1220 W St, N 1230 W St, N 1240 W St, N 1250 W St, N 1260 W St, N 1270 W St, N 1280 W St, N 1290 W St, N 1300 W St, N 1310 W St, N 1320 W St, N 1330 W St, N 1340 W St, N 1350 W St, N 1360 W St, N 1370 W St, N 1380 W St, N 1390 W St, N 1400 W St, N 1410 W St, N 1420 W St, N 1430 W St, N 1440 W St, N 1450 W St, N 1460 W St, N 1470 W St, N 1480 W St, N 1490 W St, N 1500 W St, N 1510 W St, N 1520 W St, N 1530 W St, N 1540 W St, N 1550 W St, N 1560 W St, N 1570 W St, N 1580 W St, N 1590 W St, N 1600 W St, N 1610 W St, N 1620 W St, N 1630 W St, N 1640 W St, N 1650 W St, N 1660 W St, N 1670 W St, N 1680 W St, N 1690 W St, N 1700 W St, N 1710 W St, N 1720 W St, N 1730 W St, N 1740 W St, N 1750 W St, N 1760 W St, N 1770 W St, N 1780 W St, N 1790 W St, N 1800 W St, N 1810 W St, N 1820 W St, N 1830 W St, N 1840 W St, N 1850 W St, N 1860 W St, N 1870 W St, N 1880 W St, N 1890 W St, N 1900 W St, N 1910 W St, N 1920 W St, N 1930 W St, N 1940 W St, N 1950 W St, N 1960 W St, N 1970 W St, N 1980 W St, N 1990 W St, N 2000 W St, N 2010 W St, N 2020 W St, N 2030 W St, N 2040 W St, N 2050 W St, N 2060 W St, N 2070 W St, N 2080 W St, N 2090 W St, N 2100 W St, N 2110 W St, N 2120 W St, N 2130 W St, N 2140 W St, N 2150 W St, N 2160 W St, N 2170 W St, N 2180 W St, N 2190 W St, N 2200 W St, N 2210 W St, N 2220 W St, N 2230 W St, N 2240 W St, N 2250 W St, N 2260 W St, N 2270 W St, N 2280 W St, N 2290 W St, N 2300 W St, N 2310 W St, N 2320 W St, N 2330 W St, N 2340 W St, N 2350 W St, N 2360 W St, N 2370 W St, N 2380 W St, N 2390 W St, N 2400 W St, N 2410 W St, N 2420 W St, N 2430 W St, N 2440 W St, N 2450 W St, N 2460 W St, N 2470 W St, N 2480 W St, N 2490 W St, N 2500 W St, N 2510 W St, N 2520 W St, N 2530 W St, N 2540 W St, N 2550 W St, N 2560 W St, N 2570 W St, N 2580 W St, N 2590 W St, N 2600 W St, N 2610 W St, N 2620 W St, N 2630 W St, N 2640 W St, N 2650 W St, N 2660 W St, N 2670 W St, N 2680 W St, N 2690 W St, N 2700 W St, N 2710 W St, N 2720 W St, N 2730 W St, N 2740 W St, N 2750 W St, N 2760 W St, N 2770 W St, N 2780 W St, N 2790 W St, N 2800 W St, N 2810 W St, N 2820 W St, N 2830 W St, N 2840 W St, N 2850 W St, N 2860 W St, N 2870 W St, N 2880 W St, N 2890 W St, N 2900 W St, N 2910 W St, N 2920 W St, N 2930 W St, N 2940 W St, N 2950 W St, N 2960 W St, N 2970 W St, N 2980 W St, N 2990 W St, N 3000 W St, N 3010 W St, N 3020 W St, N 3030 W St, N 3040 W St, N 3050 W St, N 3060 W St, N 3070 W St, N 3080 W St, N 3090 W St, N 3100 W St, N 3110 W St, N 3120 W St, N 3130 W St, N 3140 W St, N 3150 W St, N 3160 W St, N 3170 W St, N 3180 W St, N 3190 W St, N 3200 W St, N 3210 W St, N 3220 W St, N 3230 W St, N 3240 W St, N 3250 W St, N 3260 W St, N 3270 W St, N 3280 W St, N 3290 W St, N 3300 W St, N 3310 W St, N 3320 W St, N 3330 W St, N 3340 W St, N 3350 W St, N 3360 W St, N 3370 W St, N 3380 W St, N 3390 W St, N 3400 W St, N 3410 W St, N 3420 W St, N 3430 W St, N 3440 W St, N 3450 W St, N 3460 W St, N 3470 W St, N 3480 W St, N 3490 W St, N 3500 W St, N 3510 W St, N 3520 W St, N 3530 W St, N 3540 W St, N 3550 W St, N 3560 W St, N 3570 W St, N 3580 W St, N 3590 W St, N 3600 W St, N 3610 W St, N 3620 W St, N 3630 W St, N 3640 W St, N 3650 W St, N 3660 W St, N 3670 W St, N 3680 W St, N 3690 W St, N 3700 W St, N 3710 W St, N 3720 W St, N 3730 W St, N 3740 W St, N 3750 W St, N 3760 W St, N 3770 W St, N 3780 W St, N 3790 W St, N 3800 W St, N 3810 W St, N 3820 W St, N 3830 W St, N 3840 W St, N 3850 W St, N 3860 W St, N 3870 W St, N 3880 W St, N 3890 W St, N 3900 W St, N 3910 W St, N 3920 W St, N 3930 W St, N 3940 W St, N 3950 W St, N 3960 W St, N 3970 W St, N 3980 W St, N 3990 W St, N 4000 W St, N 4010 W St, N 4020 W St, N 4030 W St, N 4040 W St, N 4050 W St, N 4060 W St, N 4070 W St, N 4080 W St, N 4090 W St, N 4100 W St, N 4110 W St, N 4120 W St, N 4130 W St, N 4140 W St, N 4150 W St, N 4160 W St, N 4170 W St, N 4180 W St, N 4190 W St, N 4200 W St, N 4210 W St, N 4220 W St, N 4230 W St, N 4240 W St, N 4250 W St, N 4260 W St, N 4270 W St, N 4280 W St, N 4290 W St, N 4300 W St, N 4310 W St, N 4320 W St, N 4330 W St, N 4340 W St, N 4350 W St, N 4360 W St, N 4370 W St, N 4380 W St, N 4390 W St, N 4400 W St, N 4410 W St, N 4420 W St, N 4430 W St, N 4440 W St, N 4450 W St, N 4460 W St, N 4470 W St, N 4480 W St, N 4490 W St, N 4500 W St, N 4510 W St, N 4520 W St, N 4530 W St, N 4540 W St, N 4550 W St, N 4560 W St, N 4570 W St, N 4580 W St, N 4590 W St, N 4600 W St, N 4610 W St, N 4620 W St, N 4630 W St, N 4640 W St, N 4650 W St, N 4660 W St, N 4670 W St, N 4680 W St, N 4690 W St, N 4700 W St, N 4710 W St, N 4720 W St, N 4730 W St, N 4740 W St, N 4750 W St, N 4760 W St, N 47

ATTACHMENT 2) Current Zoning Map

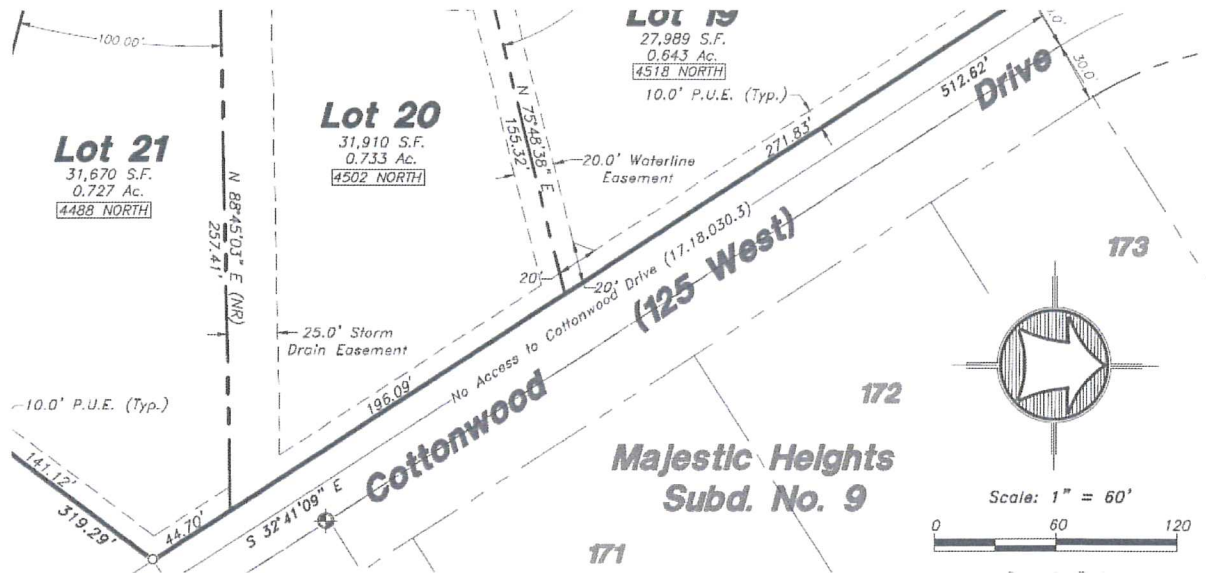


ATTACHMENT 3) Picture of Project



NOTES:

1. All Public Utility Easements are 10.0' Wide Unless Noted Otherwise.
2. Rebar w/HAI cap or curb nail set on all Property Corners.
3. Lot 17R Shall Submit a Grading Plan Concurrent with Building Permit Application and for any Grading Work within 20' Right-of-Way.
4. No driveways, fire hydrants or mail boxes are permitted within the snow storage area.
5. See Geotechnical Report No. 10833 Completed by CMT Engineers.



ATTACHMENT 4) Planning Commission Minutes

MINUTES OF A REGULAR PLEASANT VIEW CITY PLANNING COMMISSION MEETING HELD September 23, 2021

MEMBERS PRESENT

Alicia Lund
Andy Nef
Dean Stokes, *absent*
Keith Preece, *excused*
James Cummings *aka Jim*
Jeff Bolingbroke
Julie Farr, *absent*
Sara Urry, City Council
Amy Mabey, City Administrator
Jill Hunt, Planner

VISITORS

David Park
Jim Flint
Wes Beard
Weston Hardy
Jerry Lund
Aaron Olson
Johnny Ferry

Commission Vice-Chair, Andy Neff called meeting to order at 6pm

OPENING PRAYER: Commissioner Bolingbroke

PLEDGE OF ALLIGANCE: Commissioner Bolingbroke

DECLARATION OF CONFLICT OF INTREST: None

CONSENT AGENDA: There was not a quorum to make a motion on the minutes, tabled until next meeting. Commissioner Cummings made the motion to approve the agenda. It was seconded by

Commissioner Lund. Voting was unanimous in favor to approve the agenda.

SCHEDULED ITEMS:

ADMINISTRATIVE

1. Discussion/Decision: Conditional use application, addition to home. Located at 4680 Pole Patch Dr, parcel 16-012-0097.

Jill presented the project location and details. The commission asked about drainage and setbacks. Jill stated the setbacks of the project meet the ordinances and the drainage is taken care of by removing the tennis court and with the lot being 5 acres. Vice-chair asked if there had been any comments from any residents. Jill stated no she has not heard anything at this time on the project.

Commissioner Cummings made the motion to approve along with the conditions listed in the staff report. It was seconded by Commissioner Lund. The voting was unanimous in favor of the approval.

2. Discussion/Recommend to City Council: 7 lot preliminary subdivision Heart of Pole Patch Phase 3, located at the top of 250 W, parcel 16-357-0008.

Jill presented the location and details of the subdivision. Commissioner Nef asked if there were any comments from the residents. Jill stated a resident, Jerry Lund, came up to her before the meeting and asked about a fence which he was told we would talk with the applicant and get that addressed. There were no other comments.

Commissioner Lund recommended approval along with the conditions to the City Council. It was seconded by Commissioner Cummings. Voting was unanimous in favor to recommend approval along with the conditions listed to City Council.

OTHER BUSINESS

3. Commission Communications.

Commissioner Lund announced this meeting was going to be her last.

4. Staff Communications.

Jill announced the newest appointed commissioner, Dan Crandell. She stated there would be another one appointed on Tuesday. She also went through a few items from the fall APA conference and she would be sending out some notes. Council member Urry talked about the expansion of our pickleball courts, veteran's monument, fiber discussions, a new company Sunpro coming into the city, food trucks, and pumpkin palooza.

Adjourned at 6:32pm



City Council Staff Report

Harris Hills Ph 5 Subdivision Final
October 12, 2021

BASIC INFORMATION

Applicant:	Blackburn Jones Development (<i>Carson Jones</i>)
Owner:	Roy Harris
Lots:	10
Location:	Top of 1075 next to 4300 N Parcel: 16-015-0013

Current Zoning District:	RE-20
---------------------------------	-------

RECOMMENDATION

Staff recommends **approval**.

Findings:

- 1) All requirements for an escrow are correct and posted. ✓
- 2) All requirements of the Fire Chief are met. ✓
- 3) All requirements as stated in Title 18 of the Planning View City Code are met. ✓
- 4) All other local and State requirements are met and maintained. ✓

ANALYSIS

Final Ordinance

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

1. *Application. A Final Subdivision Application, provided by the City, completed and signed by the owner(s) as identified on the property assessment rolls of Weber County, or authorized agent of the owner(s), of the lands proposed to be subdivided. The Final Subdivision Application shall be accompanied by the application fees, those items found on the check list provided with the application, and documents and items as found herein.*
Completed
2. *Final Subdivision Plat. The applicant shall submit a final subdivision plat, prepared by a licensed land surveyor, conforming to current surveying practice and in a form acceptable to the Weber County Recorder for recordation together with plans as required herein. The final subdivision plat shall be prepared in permanent ink and all sheets shall be numbered. All required certificates shall appear on a single sheet (along*

with the index and vicinity maps). A minimum of one (1) 11x17 size, five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be required. The final subdivision plans shall include any revisions or additions, as required by the City Council, as part of preliminary subdivision approval. The final subdivision plat shall show the following:

- a. Notation of any self-imposed restrictions, including proposed final restrictive covenants, and all other restrictions as required by the City Council in accordance with this Ordinance, signature lines for all owners of interest and the acknowledgment of a public notary.*
- b. Endorsement lines on the final plat by every person having a security interest in the subdivision property subordinating their liens to all covenants, servitudes and easements imposed on the property.*
- c. The location of all monuments erected, corners, and other points established in the field. The material of which the monuments, corners, or other points are made shall be noted. Bearings shall be shown to the nearest second; lengths to the nearest hundredth of a foot; areas to the nearest hundredth acre.*
- d. The owner's certificate of dedication(s) including the dedication of any public ways or spaces. The owner's certificate shall include a reference to any covenants that may be declared and blanks where the County Recorder may enter the book and page number of their recording.*
- e. A legal description of the subdivision boundaries.*
- f. Signature blocks prepared for the dated signatures of the Land Use Authority, Planning Department, and City Engineer, in a form acceptable to the city.*

Completed

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

Taxes are current.

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

Completed

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

Completed

- 6. Other agencies. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by other agencies including but not limited to the following:*

- a. *Fire Protection. A letter shall be provided by the developer from the Fire Department to the city of any requirements relating to fire protection. The applicant is responsible to provide information for fire protection capacity analysis and to include on plats and special requirements from such analysis.*
- b. *Special Service District or Special Service Area. If the proposed subdivision is located within the boundaries of a Special Service District or a Special Service Area, a letter shall be provided from the governing board acknowledging the proposed subdivision, which letter may identify any potential impacts resulting from the proposed subdivision.*
- c. *UDOT. If the subdivision will be accessed from a State Highway, proof of preliminary application for an appropriate access permit from the State of Utah Department of Transportation, shall be provided with the application materials.*
- d. *The applicant shall be responsible for any fees charged by such agencies.*

Completed

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

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

Completed

STAFF CONTACT

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

ATTACHMENTS

- 1) Vicinity Map
- 2) Picture of project
- 3) Escrow Agreement

ATTACHMENT 1) Vicinity Map



[illegible]

Harris Hills Ph 5 Sub. Final - C.C. - October 12, 2021

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

ESCROW AGREEMENT

For Harris Hills Phase 5

This Escrow Agreement ("Agreement") is made this 7th, day of October, 2021 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Blackburn Jones Real Estate Incorporated., of Ogden, Utah ("Developer"), and Bank of Utah, of Ogden, Utah, ("Escrow Agent"). City, Developer, and Escrow Agent may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS City has granted Developer approvals for the construction of Improvements and recordation of a proposed subdivision of land in Pleasant View City, Weber County, Utah. The subdivision is to be known as Harris Hills Phase 5 ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. ; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree as follows:

AGREEMENT

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

2. **Deposit in Escrow.** Developer shall deposit with Escrow Agent in Account No. 21064800 the sum of \$ 543,751.70, which is the amount of money equal to 115% of the cost of the improvements to be installed as required by the City Subdivision Ordinance, as per the City-approved

Engineer's Estimate (see Exhibit B) ("Escrow Amount"). The Escrow Amount shall be divided as shown in Engineer's Estimate.

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

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

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

5. **Guarantee Funds.** A guarantee sum equal to 10% of the cost of the improvements to be installed, or \$ 52,537.55, as shown in Exhibit B, shall remain with Escrow Agent for a period of at least one (1) year after the conditional acceptance of the improvements by the City. In the event the escrow funds do not pay for and complete in full all of the improvements required, then, upon demand by the City, Developer agrees to immediately place in escrow account, with Escrow Agent, all additional amounts necessary to complete the improvements. Developer may not use guarantee funds to complete the improvements but must place additional money in escrow account.

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

6. **Default on Improvements.** Should Developer fail to complete the improvements required by the City Subdivision Ordinance and development approvals within two (2) years of the Effective Date of this Agreement, the City may declare the funds on deposit with the Escrow Agent forfeited, and the proceeds of the account may be used by the City to complete the improvements required by the City Subdivision Ordinance. The City may also, at its sole discretion and after receiving written request from the Developer, grant the Developer one (1) additional year to install the improvements by sending the Developer notice of the extension by email, with a copy also sent to the Escrow Agent.

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

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

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

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

8. **Conflicts.** This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.

9. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

10. **Default.** Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's

fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment.

11. **Force Majeure.** No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) herein so long as and to the extent to which any delay or failure in the fulfillment of such obligation is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, or acts, omissions or delays in acting by any financial institution, governmental authority, or the other party. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Parties of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

12. **Agreement to Run with the Land.** It is intended by Parties that this Agreement shall run with the land described herein and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors in interest and assigns.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.

14. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer: _____ Name

_____ email

For City: Amy Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
amabey@pleasantviewcity.com

For Escrow Agent: Rachel Phillips Name
Bank of Utah Company Name
2605 Washington Blvd Address
Ogden, UT 84401 City, state, zip
loanservice@bankofutah.com email

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

15. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerate as follows:

15.1. Exhibit A – Subdivision Area

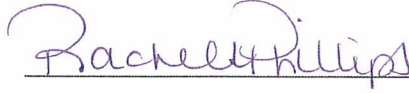
15.2. Exhibit B – Engineer's Estimate

16. **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(continued on next page)

IN WITNESS WHEREOF, Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

FOR ESCROW AGENT

_____

By: (Print name) Rachel Phillips

Its: (title) Vice President

FOR DEVELOPER

By: (Print name) _____

Its: (title) _____

FOR PLEASANT VIEW CITY

By: (name) _____

Its: Mayor

Attest: _____

City Recorder

Approved as to Form: _____

City Attorney

ACKNOWLEDGMENT OF ESCROW AGENT

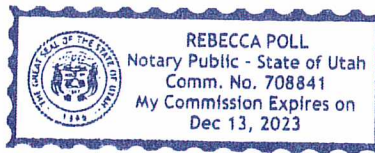
STATE OF UTAH }
 §
COUNTY OF Weber }

On the 7 day of October, 2021, personally appeared before me Rachel
Phillips, who being by me duly sworn did say that he/she is the Vice
President of Bank of Utah, a corporation, and Escrow
Agent named in the foregoing Escrow Agreement, and that the Escrow Agreement is signed on behalf of
said corporation by his/her signature under authority of its Board of Directors, and said Rachel
Phillips acknowledged to me that the said corporation executed the same and Escrow
acknowledges that there is on deposit at Bank of Utah a sum of money in the
amount of \$ 543,751.70, pursuant to the terms of the Escrow Agreement.

Witness my hand and official seal.

Rebecca Poll
Notary Public signature

Rebecca Poll
(Printed Name)



(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF _____}

On the _____ day of _____, 20____, personally appeared before me _____
_____, who being by me duly sworn, did say that he/she is the _____
_____ of _____, and that the Escrow
Agreement was signed on behalf of said corporation by his/her signature under authority of a resolution
of its Board of Directors, and said _____ acknowledged to me that said
corporation executed the same.

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

EXHIBIT A
SUBDIVISION AREA

EXHIBIT B
ENGINEER'S ESTIMATE



City Council Meeting Memorandum

To: Pleasant View City Council

From: Amy Sue Mabey, City Administrator

Re: Roadway Improvements in Coordination with SunPro Development

The city is working on efforts to improve transportation access and flow at 1000 West between 2700 North and 2550 North. This effort is in coordination with access needed for a new SunPro commercial development adjacent to this roadway and is also being completed in an effort to improve access for existing street users. The proposed development agreement allows the city to coordinate engineering efforts with SunPro for roadway improvements and costs for conversion of this roadway from a one-way to a two-way road. These roadway engineering services total \$19,020.

The conversion costs for this roadway are included in a separate budgetary item with funds from the Class C Roads budget. The intention to restore this funding in budget proposals for Fiscal Years 2023 and 2024 as sales tax revenue increases are anticipated to support these improvement costs.

The total of this budget amendment is \$109,020, which includes the engineering services in the development agreement and additional costs for roadway restriping, asphalt and other roadway improvements and modifications.

Attachments

- a. Draft Development Agreement
- b. Scope of Work Document
- c. UDOT Approved Roadway Plans

When recorded, please return to:

Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

**DEVELOPMENT AGREEMENT
For SunPro Core 3 Project – Pleasant View**

This Development Agreement ("Agreement") regarding Sunpro Core 3 Project – Pleasant View ("Project," as depicted in Exhibit A) is made and entered into this _____ day of _____ 2021 ("Effective Date") by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Sunpro Corporation of Orem, Utah ("Developer"). City and Developer may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS this Agreement is intended to specify the conditions under which the Project will be completed and the roles of the Parties;

WHEREAS Developer will complete the installation of certain public improvements which provide access, infrastructure, and municipal services to the Project area ("Project Improvements");

WHEREAS 1000 West Street between 2550 North Street and SR 134 (2700 North Street) ("1000 West") is currently a one-way road, with a south-to-north traffic flow, and Developer desires for 1000 West to be converted to two-way traffic;

WHEREAS Developer, with coordination with the City, has created a preliminary plan for the aforementioned conversion and has received Utah Department of Transportation ("UDOT") approval for such plan;

WHEREAS City acknowledges the benefit of the 1000 W conversion and is willing to participate in the design and construction of the additional improvements required for such road conversion ("Offsite Improvements") (Project improvements and Offsite Improvements are delineated in Exhibit A);

WHEREAS City's Municipal Code allows City to enter into an agreement with developers for offsite improvements;

WHEREAS Developer is agreeable to designing such improvements with reimbursement from City;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City hereby agree as follows:

AGREEMENT

1. **Property Affected by this Agreement.** The following properties are considered the Project Area: Weber County Parcel Number 17-066-0094 ("Site"), the adjacent rights-of-way of 1000 West and 2550 North Streets, and the intersection of US 89/1000 West/2550 North.
2. **City Approvals.** Normal City approval process shall apply in accordance with Pleasant View City Ordinances.
3. **Developer's Obligations.**
 - 3.1. Offsite Improvements Design. In addition to the Project Improvements, Developer shall design/have designed the Offsite Improvements, in accordance with the requirements of the City code, ordinances, and standards, the requirements of the City Engineer, and the requirements of UDOT.
 - 3.2. Deliverables: The final deliverable shall be an engineer signed and sealed set of construction plans along with applicable technical specifications. Developer shall provide one (1) hard copy and (1) electronic copy in pdf format.
4. **City's Obligations.**
 - 4.1. Reimbursement. In accordance with the cost proposal contained as Exhibit B ("Design Cost"), within sixty (60) days of City and UDOT approvals of the design of the Offsite Improvements, City shall pay Developer the Design Cost.
 - 4.2. **Construction.** City shall prepare contract documents and bid the Offsite Improvements construction project in accordance with City code. Construction is anticipated to occur in Spring 2022 with completion on or around May 15.
5. **Property Exchanges.**
 - 5.1. Developer shall dedicate to City any and all property necessary for the Site-side public improvements.
 - 5.2. Develop shall dedicate a 10-ft wide public utility easement along the 1000 West and 2550 North sides of the Site.
 - 5.3. Timing of Exchanges. The property exchange as found in this Section 6 may be completed at such time as the proper descriptions have been prepared or at the time of development of the portions of the Project at the locations of the exchange.
 - 5.4. Reversion. Should the property exchanges occur and subsequently the Project fail to be completed, the Parties agree that the exchanges become null and void and revert to the original owners. Parties agree to cooperate in reverting property(ies) to original owners.

6. **Default.**

6.1. An "Event of Default" shall occur under the Agreement if any Party fails to perform its obligations hereunder where those obligations are due, and the defaulting Party has not performed the delinquent obligations within 30 days following delivery of written notice of such delinquency ("Notice of Default") to the delinquent Party. Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

6.2. Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment.

7. **Remedies.** Upon the occurrence of an Event of Default the non-defaulting Party shall have the right to exercise all of the following rights and remedies:

7.1. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

7.2. The right to withhold reasonably related approvals, licenses, permits, or other rights associated with the Project or any development described in this Agreement until such default has been cured.

7.3. The right to draw upon any security posted or provided in connection with the Project.

8. **Notice and Cure.** Once an Event of Default has occurred, the noticing Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the curing Party for such costs of curing a default within 15 days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

9. **Conflicts.** This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.

10. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

11. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the properties in the Project and shall run with the land and be binding on all successors in the ownership of any portion of the Project.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.

13. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer: SunPro Company
482 West 800 North
Orem, Utah 84057

For City: Amy Sue Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414

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

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

14.1. Exhibit A – Project improvements and Offsite Improvements

14.2. Exhibit B – Design Cost Proposal

15. **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(continued on next page)

IN WITNESS WHEREOF, Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

FOR DEVELOPER

(name)

STATE OF UTAH)

§

COUNTY OF _____)

On this ____ day of _____, in the year ____, before me _____ (notary public name) a notary public, personally appeared _____ (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.

Notary Public signature

(seal)

(Printed Name)

FOR PLEASANT VIEW CITY

By: (name)

Its: Mayor

Attest:

City Recorder

Approved as to Form: _____
City Attorney

EXHIBIT A
PROJECT IMPROVEMENTS AND OFFSITE IMPROVEMENTS

EXHIBIT B
DESIGN COST PROPOSAL



For Office Use Only:
Client Name: Pleasant View City
Tracking Number: M-10352
Client Number: TBD
Prepared by: CK

SCOPE OF WORK AGREEMENT / FEE PROPOSAL

This "**SCOPE OF WORK**" is entered into this 28th day of September 2021 (*Revised 10/7/21*) by and between Pleasant View City c/o Amy Mabey ("**CLIENT**") and Reeve & Associates, Inc. ("**CONSULTANT**") pursuant to the Master Contract for Professional Services (the "**Master Contract**") that was entered into between CLIENT and CONSULTANT, and is currently on file. As provided for in the Master Contract, this Scope of Work supplements the Master Contract, and is subject to the terms and conditions of the Master Contract. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Contract.

CLIENT and CONSULTANT agree as follows:

1. **Project Name and Location.** The work to be performed pursuant to this SCOPE OF WORK is performed in connection with the project located in Pleasant View City, Weber County, State of Utah (hereinafter referred to as the "**Project**"). The approximate location of the project is the intersection of 1000 W and Highway 89.
2. **Scope of Work.** Below is an itemized breakdown of the work to be performed by CONSULTANT and the corresponding fee to be charged for that work. The tasks and associated fees listed herein comprise the SCOPE OF WORK that is anticipated for the project. If certain of these tasks are not required, the tasks and the corresponding fees will be removed from this SCOPE OF WORK and not included as part of the contract. CLIENT bears the sole responsibility to inform CONSULTANT of any changes that need to be made to this SCOPE OF WORK. Changes to this SCOPE OF WORK can only be made in writing and must be received by CONSULTANT at least seven (7) business days before CONSULTANT begins the scheduled work.

Scope of work includes survey and civil engineering design for roadway construction plans for 1000 West Roadway, 2550 North Roadway, and the Highway 89 Intersection reconstruction/modifications located in Pleasant View City, Utah.

Geotechnical Report
Title Report and Adjoining Deeds
Blue Stakes to be Requested to Locate All Improvements

provided by Owner
provided by Owner
provided by City/Owner

Survey

Task (A) Topographic Survey for Roadway Designs (1000 W, 2550 N & Hwy 89) \$3,190.00

- Provide supplemental topographic information to be combined into the topographic mapping to include but not necessarily limited to: asphalt grades, utilities, utility invert elevations (where possible), culvert sizes, culvert invert elevations, signs, bridges, and existing structures.
- No pot holing for the determination of size, depth, or horizontal location of underground utilities that are not visible will be conducted.

Solutions You Can Build On™

Land Planning • Civil Engineering • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
office@reeve.co • www.reeve.co



For Office Use Only:
Client Name: Pleasant View City
Tracking Number: M-10352
Client Number: TBD
Prepared by: CK

1000 West Roadway Construction Documents

Task (B) 1000 West Roadway per SunPro/UDOT/City Approved Layout **\$2,810.00**

- Provide road access details.
- Provide street improvement design for 1000 West roadway.
- Provide typical cross sections per jurisdictional road standards.

Task (C) Roadway Striping Plan for 1000 West **\$1,310.00**

- Provide roadway striping plan for 1000 West roadway.
- Additional layouts and major revisions are considered extra work. *

Task (D) Engineering Cost Estimate for 1000 West **\$810.00**

Task (E) Contract Documents and Project Specifications **Provided by Jones & Associates**

2550 North Roadway Construction Documents

Task (F) 2550 North Roadway per SunPro/UDOT/City Approved Layout **\$3,280.00**

- Provide road access details.
- Provide street improvement design for 2550 North Roadway.
- Provide typical cross sections per jurisdictional road standards.

Task (G) Roadway Striping Plan for 2550 North **\$1,610.00**

- Provide roadway striping plan for 2550 North roadway.
- Additional layouts and major revisions are considered extra work. *

Task (H) Engineering Cost Estimate for 2550 North **\$810.00**

Task (I) Contract Documents and Project Specifications **Provided by Jones & Associates**

Highway 89 Roadway/Intersection Construction Documents

Task (J) Highway 89 Intersection per SunPro/UDOT/City Approved Layout **\$2,810.00**

- Provide street improvement design for the Highway 89 / 1000 W / 2550 N Intersection reconstruction based upon UDOT specified standards.

Task (K) Roadway Striping Plan for the Highway 89 Intersection **\$1,580.00**

- Provide roadway striping plan for Highway 89 / 1000 W / 2550 N Intersection.
- Additional layouts and major revisions are considered extra work. *

Task (L) Engineering Cost Estimate for the Highway 89 Intersection **\$810.00**

Solutions You Can Build On™

Land Planning • Civil Engineering • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666

office@reeve.co • www.reeve.co

Page 2 of 5

Client Initials _____



For Office Use Only:
Client Name: Pleasant View City
Tracking Number: M-10352
Client Number: TBD
Prepared by: CK

Task (M) Contract Documents and Project Specifications

Provided by Jones & Associates

Task (N) Project and Construction Management

Billed Hourly- Refer to Attached

- Planning and design process
 - Attendance at planning commission, city council, utility districts, and all other project related meetings.
 - Plans, technical considerations in design
- Contract planning
 - Contract pricing, estimates, legal and procedural requirements, construction factors and time allowances, fast track projects.
- Contract bidding and awards
 - Respond to RFIs
 - Review submittals
- Construction management
 - Communication, contract time, payments, changes to the contract, special contract situations, contract completion.
- Inspection
 - Inspection controls, inspector training.
- Travel time to attend meetings is billed at the hourly rate.

3. Additional Services. A separate proposal will be provided should any of the additional services be required or managed by CONSULTANT. Prior approval from CLIENT will be obtained.

- Traffic Impact Study.
- As-built designs.
- Wetland mitigation.
- Special utility easements.
- Bids for sewer, water, and street improvements.
- Grading and drainage plans for VA, FHA, or Entity approval.
- FEMA flood plain modification.
- Improvement inspection, quantity verification, and bond releases.
- Off-site utility and/or improvements extension.
- Secure Army Corp of Engineer's approval.
- Retaining Wall Design.
- Placement of "T" post on survey corners.
- Additional sets of construction documents (drawings & specifications).
- Additional layouts and major revisions are considered extra work.*
- Other additional requests from client.

4. Timing of Work. CONSULTANT will make every effort to meet the deadlines set by the CLIENT and will use good faith efforts to complete the work outlined in this SCOPE OF WORK in a timely manner. CLIENT expressly agrees and acknowledges, however, that the timeliness of CONSULTANT'S work is often dependent upon factors outside of the control of CONSULTANT, including but not limited to, municipal approval processes; the timelines and timeliness of CLIENT'S

Solutions You Can Build On™

Land Planning • Civil Engineering • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
office@reeve.co • www.reeve.co

Page 3 of 5

Client Initials _____



For Office Use Only:
Client Name: Pleasant View City
Tracking Number: M-10352
Client Number: TBD
Prepared by: CK

employees, agents, contractors, and/or subcontractors; the timely supply of direction or information from the CLIENT; and the CLIENT'S timely payment of invoices.

5. Retainer. Please make payment in full upon receipt of invoice as stated within contract.
6. Personal Guarantee. The undersigned "CLIENT" has read and hereby agrees to be personally liable for "CLIENT'S" performance and obligations as stated in this agreement and all applicable SCOPES OF WORK.

***CLIENT or jurisdictional initiated revisions or modifications are an extra service not included in this fee agreement.**

"Client"

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Email Address: _____

Billing Address: _____

Preferred Method of Contact: Email _____ Phone _____ Other (please specify) _____

"Consultant"

Signature: J. Nate Reeve Date: October 7, 2021

Printed Name: J. Nate Reeve, PE, PSE Company: Reeve & Associates, Inc.



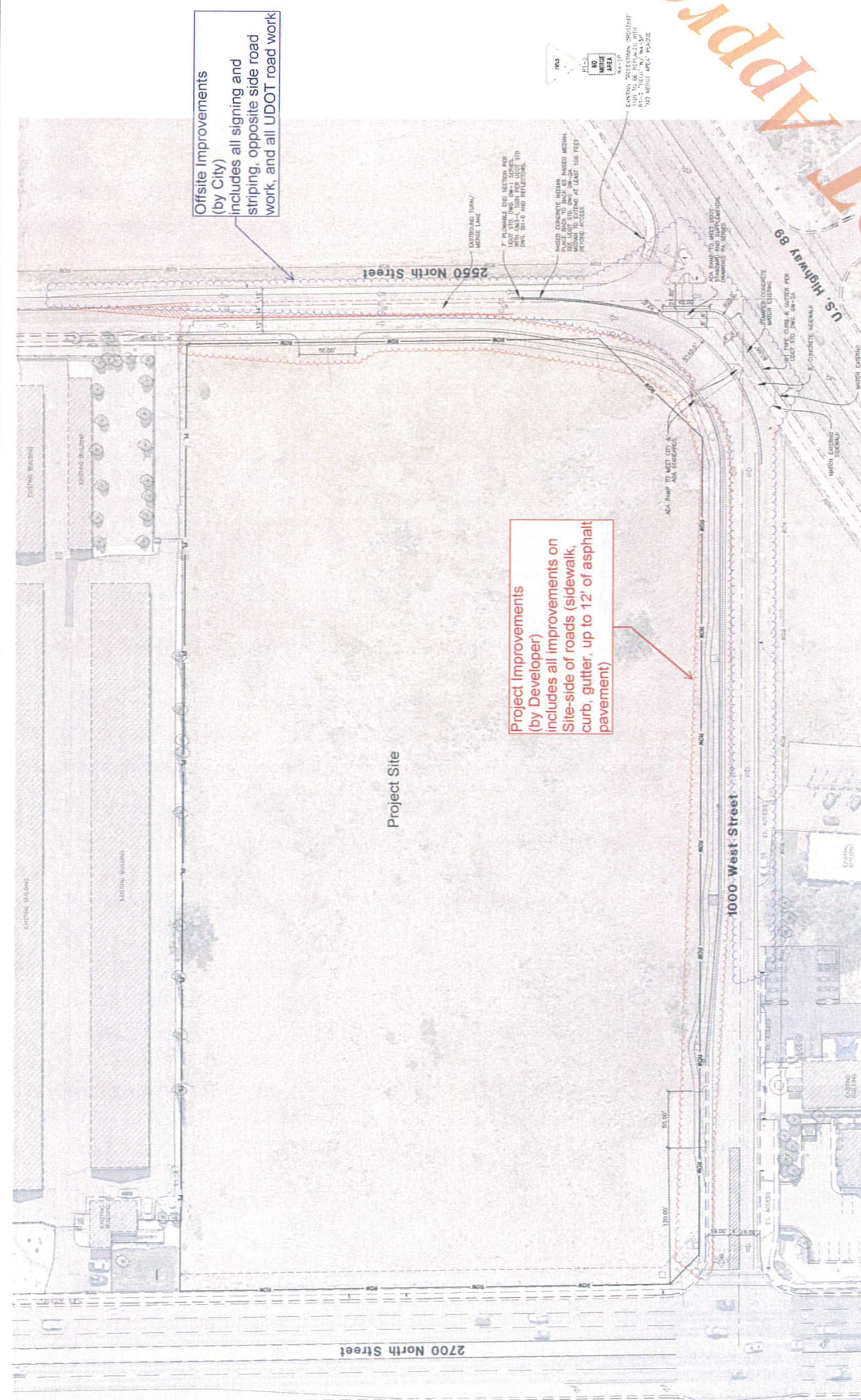
For Office Use Only:
Client Name: Pleasant View City
Tracking Number: M-10352
Client Number: TBD
Prepared by: CK

Classification	Hourly Rate
Principal Engineer	\$185.00
Senior Planner	\$160.00
Senior Professional Civil Engineer	\$160.00
Civil Engineer	\$145.00
Senior Professional Structural Engineer	\$160.00
Structural Engineer	\$140.00
Landscape Architect	\$140.00
Project Manager	\$110.00
Senior Professional Surveyor – Office	\$160.00
Associate Surveyor – Office	\$135.00
Surveyor: 2-person Field Crew	\$165.00
Rate includes GPS for field survey equipment	
Senior Designer	\$125.00
Senior CADD Designer	\$110.00
CADD Designer	\$95.00
Clerical	\$60.00
Mileage	\$.50/Mile

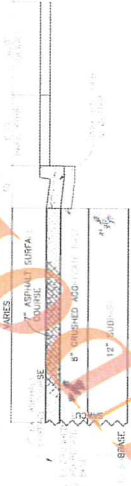
Contact:

Nate Reeve, Principal PE
Reeve & Associates, Inc.
801.621.3100 office
nate@reeve.co
5160 W 1500 S
Riverdale, UT 84405

Solutions You Can Build On™
2-11-2021



JDOT Notes:



DOT Street Detail

USE OF LIGHT ASHALT COMPOUNDS TO LIGHT
SPECIFICATIONS (274)
ASPHALT AND LATE CONSTRUCTION OF THE

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 WEST 1500 WEST, RYDALPH, UTAH 84403, AND SHALL NOT BE REPRODUCED OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE ENGINEER AND ARCHITECTS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, DATA, OR ASSUMPTIONS FURNISHED BY OTHERS FOR THEIR DESIGN OR CONSTRUCTION. THE ENGINEER AND ARCHITECTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE PLANS OR THE DESIGN THEREOF WITHOUT THEIR CONSENT.