

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

November 30, 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, November 30, 2021, **commencing at 6:00 PM.**

The agenda consists of the following:

Pledge of allegiance: Kevin Bailey

Opening Prayer, Reading or Expression of Thought: Kevin Bailey

Declaration of Conflicts of Interest

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

Business:

1. Rockwell Estates. Discussion and possible action items relative to the Rockwell Estates Subdivision development. This includes various actions and the following considerations:
 - a. Development Agreement
 - b. Escrow Agreement
 - c. Consideration of Protection Strip Agreement
 - d. Final Plat Approval

Requester: Yvonne Tams. *(Presenter: Dana Shuler)*

2. Public Hearing – Discussion and possible action to consider vacating an easement located within the Heart of Pole Patch Subdivision Phase 2 between Lots 9 & 10. *(Presenter: Amy Mabey)*
3. Annual Storm Water Training *(Presenter: Dana Shuler)*
4. Public Hearing – Discussion and possible action to adopt the 2021 Storm Water Management Plan, Resolution 2021-L: *(Presenter: Dana Shuler)*
5. Public Hearing – Discussion and possible action to consider repealing C-1 chapter 18.26 and C-2 chapter 18.28. Ordinance 2021-14. *(Presenter: Amy Mabey)*
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.

When recorded, please return to:

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

DEVELOPMENT AGREEMENT For Rockwell Estates Subdivision

This Development Agreement ("Agreement") regarding Rockwell Estates Subdivision ("Project") as depicted in Exhibit A) is made and entered into this 6th day of October, 2021 ("Effective Date") by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Rockwell Renovations Pleasant View, 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 Project Improvements would typically include a storm water detention basin, its related appurtenances and land specifically for Project ("Project Detention Basin");

WHEREAS City owns and maintains a substandard detention basin approximately 500-ft from Project located at approximately 750 W 3000 N ("750 W Detention Basin");

WHEREAS City sees the benefit in improving and expanding 750 W Detention Basin in lieu of Developer creating and dedicating to City a new project-specific detention basin;

WHEREAS Developer acknowledges the benefit of contributing towards improving and expanding 750 W Detention Basin in lieu of Developer creating and dedicating to City Project Detention Basin;

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

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.

1.1. Project Property. The description of the Project is attached and specifically described in Exhibit A.

1.2. City Property. 750 W Detention Basin is located on Weber County Parcel 17-286-0005.

No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the Parties hereto.

2. Subdivision Development – City Approvals. Normal City approval process shall apply in accordance with Pleasant View City Ordinances.

3. Developer's Obligations and Timing. "In lieu of" Improvements. Developer acknowledges that as part of Project, a new storm water detention basin would be required. Project Detention Basin would include a storm water control structure, landscaped detention basin, associated piping with connection to existing 42-inch storm drain outfall line, and a separate parcel to be dedicated to City. In lieu of this Project Detention Basin, City agrees to forego the Project Detention Basin in return for the Developer contributing a cash payment of \$40,000 towards improving and expanding 750 W Detention Basin and other infrastructure and storm water impoundments downstream. Payment shall be made to City prior to recordation of final Project plat.

4. City's Obligations and Timing. City agrees to forego the requirement of the Project Detention Basin and apply Developer's cash contribution towards improving and expanding 750 W Detention Basin and other infrastructure and storm water impoundments downstream. City will strive to perform said improvements within five (5) years of contribution by Developer.

5. Default.

5.1. 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.

5.2. 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.

6. **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:

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

6.2. 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.

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

7. **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.

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. **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.

11. **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.

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

For Developer:

Yvonne Tams
Rockwell Real Estate
3275 N 700 W
Pleasant View UT 84414
yvonnnetams@aol.com

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

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

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

13.1. Exhibit A – Property Description

14. **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

Chemo Lane
(name)

STATE OF UTAH)

COUNTY OF Weber) §

On this 16th day of Oct, in the year 2021, before me Stacey Miller (notary public name) a notary public, personally appeared Yvonne Fams (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.

Stacey Miller
Notary Public signature
Stacey Miller
(Printed Name)



(seal)

FOR PLEASANT VIEW CITY

By: (name)

Its: Mayor

Attest:

City Recorder

Approved as to Form: _____
City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

In Process

ROCKWELL ESTATES

PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
PLEASANT VIEW CITY, WEBER COUNTY, UTAH
NOVEMBER, 2021

NOTE

1. THIS PROPERTY IS LOCATED IN THE VICINITY OF AN ESTABLISHED AGRICULTURE OPERATION IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SAID AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED ON PROPERTY INCLUDED IN THE AREA IN WHICH THE AGRICULTURAL OPERATION IS BEING CARRIED ON. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SAID NORMAL AGRICULTURAL USES AND ACTIVITIES.
2. SHALLOW GROUND WATER IS PRESENT - REFER TO GEOTECH REPORT ON FILE WITH PLEASANT VIEW CITY.
3. NO LAND DRAIN HAS BEEN PROVIDED FOR LOT 10.
4. SNOW STORAGE AREA - NO DRIVEWAYS, FIRE HYDRANTS, MAIL BOXES, OR OTHER ABOVE GROUND STRUCTURES ARE PERMITTED WITHIN THE SNOW STORAGE AREA.
5. STORM DRAIN EASEMENT - NO BUILDINGS OR PERMANENT STRUCTURES MAY BE LOCATED WITHIN THE STORM DRAIN EASEMENT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS: S00°58'23"W

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE DESCRIBED PROPERTY INTO LOTS AND STREETS AS SHOWN. ALL BOUNDARY AND LOT CORNERS TO BE SET WITH A 5/8" X 24" REBAR AND RED PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT CORNERS TO BE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BOUNDARY DESCRIPTION

PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°58'23"W 1582.19 FEET AND N89°01'37"W 1912.85 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30; THENCE S01°42'42"W 17.85 FEET; THENCE S01°47'40"W 257.39 FEET; THENCE S00°51'03"W 350.56 FEET; THENCE S01°22'29"W 775.97 FEET; THENCE S01°20'14"W 296.54 FEET; THENCE S00°09'01"W 156.57 FEET; THENCE S03°50'13"W 88.71 FEET; THENCE N88°22'00"W 200.61 FEET; THENCE N01°25'23"E 970.03 FEET; THENCE N01°23'03"E 1085.63 FEET; THENCE S63°37'30"E 87.62 FEET; THENCE S89°32'04"E 109.43 FEET; THENCE S62°01'46"E 32.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 401,425 SQUARE FEET OR 9.215 ACRES MORE OR LESS.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF ROCKWELL ESTATES IN PLEASANT VIEW CITY, WEBER COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF PLEASANT VIEW CITY, WEBER COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER

TREVOR J. HATCH



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT ROCKWELL ESTATES, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, WITH THE EXCEPTION OF THE ONE FOOT PROTECTION STRIP, WHICH SHALL BE RETAINED BY THE OWNER, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING CREATED WITHIN SUCH EASEMENTS AND HEREBY GRANT A TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED, THE TEMPORARY TURN AROUND EASEMENT SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED LOTS SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE LOT OWNERS AND DO HEREBY DEDICATE THE 20' STORM DRAIN EASEMENT TO PLEASANT VIEW CITY AND DO HEREBY DEDICATE THE 10' LAND DRAIN EASEMENT IN FAVOR OF LOT 9 TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 8.

SIGNED THIS _____ DAY OF _____, 20____.

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ OF SAID LIMITED LIABILITY COMPANY AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____

NOTARY PUBLIC

DEVELOPER

YVONNE TAMS
3275 N. 700 W
PLEASANT VIEW, UT. 84414
(801) 458-8168

LEGEND

- = SECTION CORNER
- = 5/8" X 24" REBAR AND RED PLASTIC CAP TO BE SET AND STAMPED "REEVE & ASSOCIATES"
- = CENTERLINE MONUMENT
- = BOUNDARY LINE
- = LOT LINE
- = SECTION TIE LINE
- = ROAD CENTERLINE

100 0 100 200 300
Scale: 1" = 100'



CITY ENGINEER ACCEPTANCE OF PLAT

This plat has been reviewed by the City Engineer for general conformance with the requirements of the City's ordinances and the City's Development, Design, & Construction Standards. This version of the plat shall be used for recordation of the subdivision. The developer's surveyor, whose stamp appears on these drawings, is responsible for the platted information.

JONES AND ASSOCIATES
Consulting Engineers

By: Dana Q. Shuler Date: 11/24/2021
Dana Q. Shuler, PE

PLEASANT VIEW CITY PLANNING COMMISSION APPROVAL

APPROVED BY THE PLEASANT VIEW CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN, PLEASANT VIEW CITY PLANNING COMMISSION

PLEASANT VIEW CITY ENGINEER

APPROVED BY THE PLEASANT VIEW CITY ENGINEER THIS _____ DAY OF _____, 20____.

PLEASANT VIEW CITY ENGINEER

PLEASANT VIEW CITY APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF THIS PLAT WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF PLEASANT VIEW CITY, UTAH, THIS _____ DAY OF _____, 20____.

PLEASANT VIEW CITY MAYOR

ATTEST:

TITLE:

Project Info.

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 02-11-2021
Name: ROCKWELL ESTATES
Number: 7404-01
Revision: 1"=100'
Checked: _____



Webster County Recorder

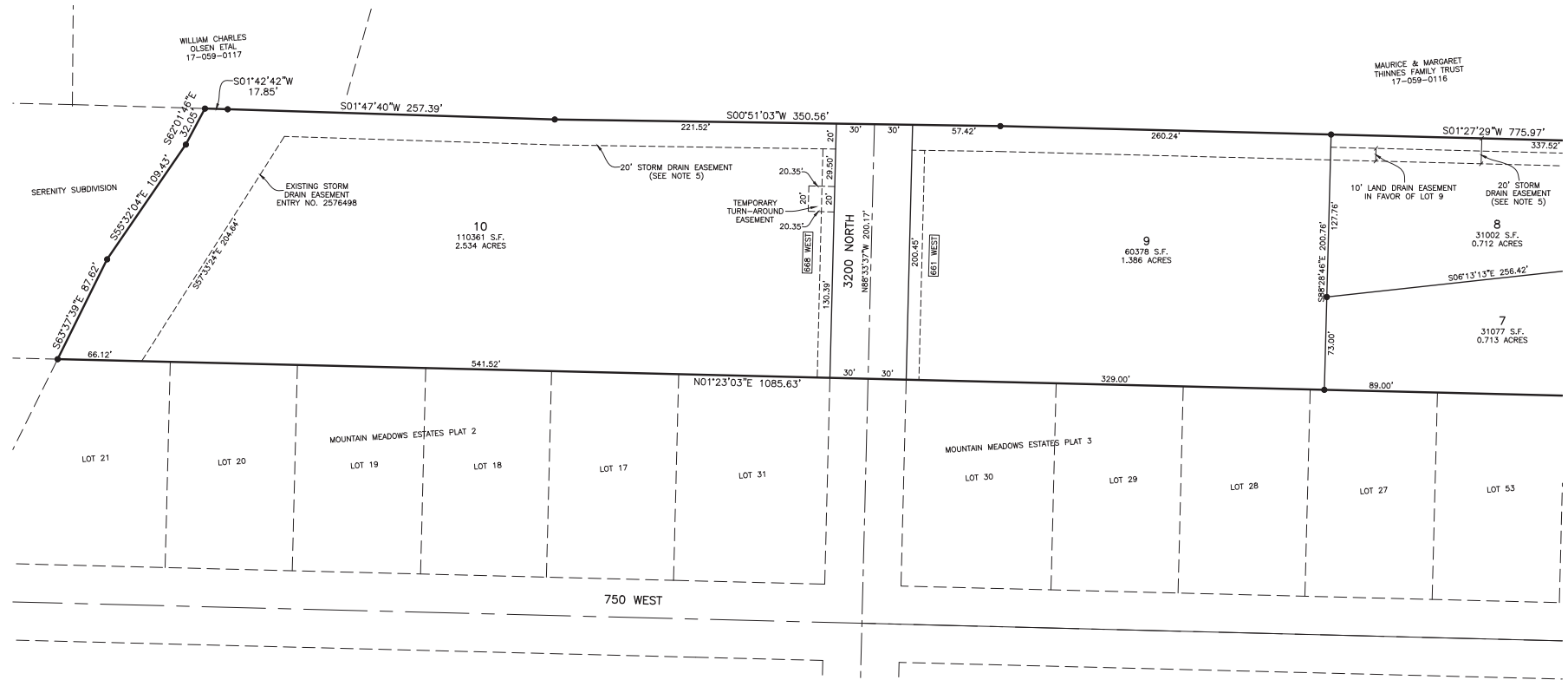
Entry No. _____ Fee Paid
_____ Filed For Record
And Recorded, _____
At _____ In Book
Of The Official Records, Page
Recorded For: _____

Webster County Recorder

Deputy.

ROCKWELL ESTATES

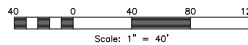
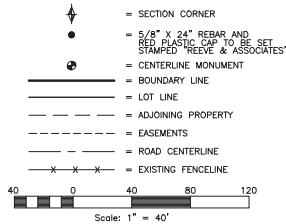
PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
PLEASANT VIEW CITY, WEBER COUNTY, UTAH
NOVEMBER, 2021



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA
C1	25.00'	11.81'	29.70'	N45°59'23"W	72°53'43"
C2	60.00'	76.30'	71.26'	N35°09'28"W	72°53'43"
C3	60.00'	71.40'	67.26'	N35°30'53"W	68°11'00"
C4	60.00'	117.13'	99.40'	S54°29'04"E	111°51'09"
C5	25.00'	11.81'	29.70'	S52°06'45"E	72°53'43"
C6	60.00'	152.67'	114.69'	S86°33'37"E	149°47'27"
C7	25.00'	16.65'	16.64'	N26°10'18"E	152°15'16"

LEGEND



Project Info.

Surveyor: T. HATCH

Designer: N. ANDERSON

Begin Date: 02-11-2021

Name: ROCKWELL ESTATES

Number: 7404-01

Revision:

Scale: 1"=40'

Checked:

Weber County Recorder

Entry No. _____ Fee Paid _____

And Recorded, _____

At _____ In Book _____

Of The Official Records, Page _____

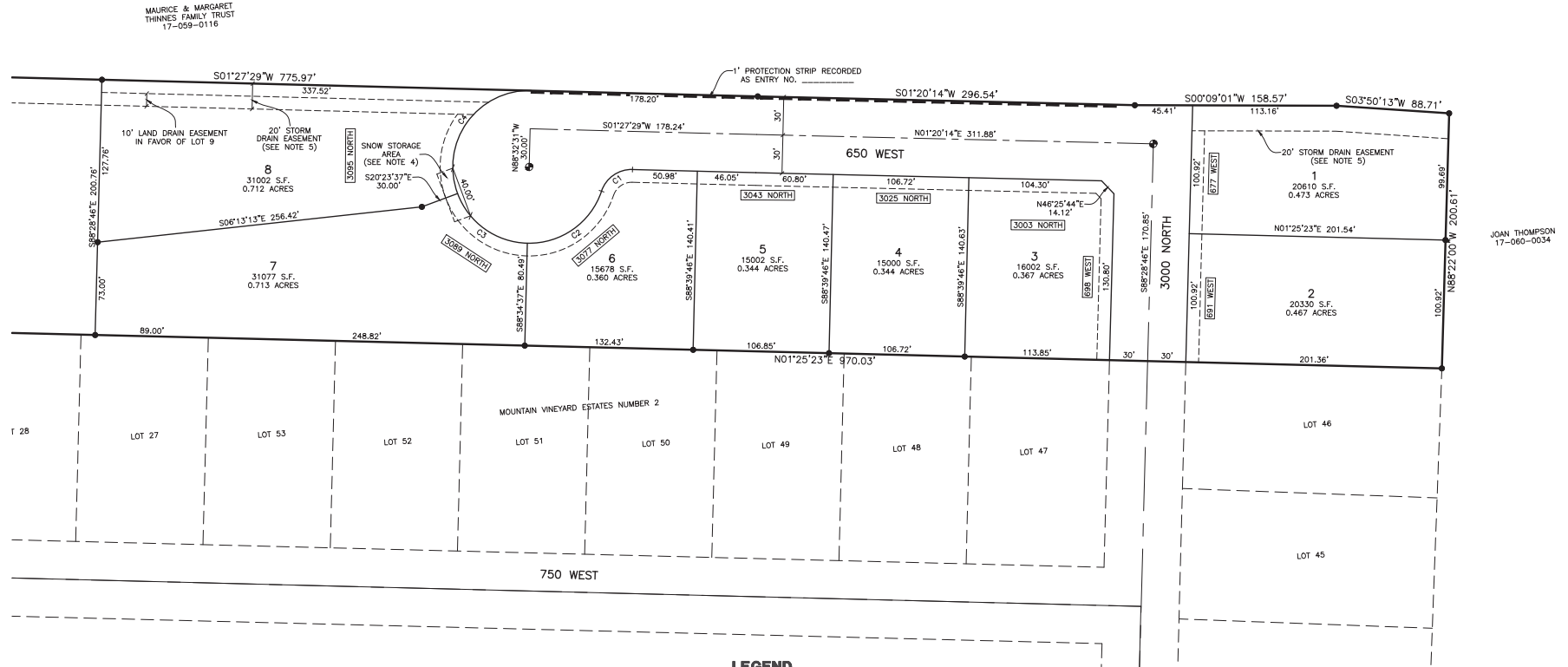
Recorded For: _____

Weber County Recorder

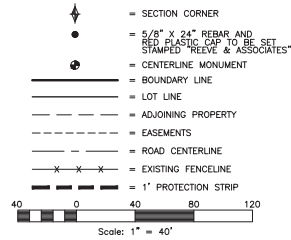
_____ Deputy.

ROCKWELL ESTATES

PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
PLEASANT VIEW CITY, WEBER COUNTY, UTAH
NOVEMBER, 2021



LEGEND



CURVE TABLE

CURVE	RADIUS	ARC	LT	CH	CD	LT	CH	CD	BEARING	DELTA
C1	25.00'	31.81'	29.70'	N44°59'23"W	72°53'44"					
C2	60.00'	76.30'	11.28'	N39°50'53"E	72°51'39"					
C3	60.00'	71.40'	67.28'	N39°50'53"E	68°11'00"					
C4	60.00'	117.13'	89.40'	S56°28'04"E	111°51'06"					
C5	60.00'	31.81'	19.70'	S56°28'04"E	72°53'44"					
C6	60.00'	152.67'	114.69'	S88°33'37"E	145°47'29"					
C7	25.00'	16.66'	6.64'	N28°10'18"E	15°15'18"					



Project Info.

Surveyor: T. HATCH

Designer: N. ANDERSON

Begin Date: 02-11-2021

Name: ROCKWELL ESTATES

Number: 7404-01

Revision: 1"=40'

Checked: _____

Weber County Recorder

Entry No. _____ Fee Paid _____

And Recorded, _____

At _____ In Book _____

Of The Official Records, Page _____

Recorded For: _____

Weber County Recorder

Deputy.

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

PROTECTION STRIP AGREEMENT
For Rockwell Estates Subdivision
affecting Weber County parcels 17-059-0133 and 17-059-0116

This Protection Strip Agreement ("Agreement") is made and entered into as of the ____ day of December, 2021 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Rockwell Renovations of Pleasant View, Utah ("Developer"). City and Developer may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Developer has previously received regulatory approval from City for the development of the Rockwell Estates Subdivision, a residential subdivision or development located within the City ("Project"); and

WHEREAS, City and Developer have agreed to enter into a protection strip agreement to provide reimbursement to Developer for costs incurred for a portion of the improvements within and adjacent to the Project, affecting Weber County parcels 17-059-0133 and 17-059-0116; and

WHEREAS, Rockwell Estates Subdivision includes 650 West Street, a subdivision street parallel and contiguous to property of other owners ("Road") and contains City standard improvements including culinary and secondary water, sanitary sewer, storm drain, curb and gutter, and asphalt ("Improvements"); and

WHEREAS, Parties desire to set forth their understandings and agreements relating to the protection strip;

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. Protection Strip Retained. Developer is authorized under Pleasant View Code 17.18.020.12 to create a protection strip and collect money from the adjacent property owner(s) should those properties

subdivide or redevelop in any manner that utilizing Road for lot frontage. No adjacent property will be permitted to utilize or benefit from the Road as a road fronting their property or utilize or benefit from the Improvements associated with the Road, unless they have reimbursed Developer for all that portion of the protection strip which is between the Road and the adjacent property owned by that owner, in order to obtain frontage onto the Road, in accordance with paragraph 1.A below. City hereby agrees to permit Developer to retain in ownership a protection strip over and through the property described in Exhibit A to be established on the property as described herein ("Protection Strip") and to be controlled and maintained pursuant to the terms and conditions set forth within this Agreement.

A. Reimbursement. Developer agrees that reimbursement shall be in accordance with City Code, generally consisting of the Cost of Improvements and Land, as shown in Exhibit B, together with a fair rate of interest, as defined by the Federal Open Market Committee (FOMC) and/or Internal Revenue Service (IRS) current interest rate averages, that shall be negotiated between the Developer and the adjacent property owners at the time of future development. In no case shall the reimbursement exceed the initial cost of the improvements and land as set forth in this agreement, plus ten percent (10%) of the cost of improvements and land, compounded annually that Developer has owned the protection strip.

2. Ownership and Maintenance. City hereby agrees to allow Developer to retain ownership of the Protection Strip in accordance with City ordinances until such time as the owner(s) of the property or properties situated adjacent and contiguous to the Protection Strip desires to enter upon and to access his/her property by crossing the Protection Strip and/or seeks a building permit or other form of land-use approval from City, at which time Developer hereby agrees to convey and dedicate the Protection Strip, or applicable portion thereof, to City upon payment to Developer by the abutting landowner(s) costs of the Protection Strip and its pro rata share of the Cost of Improvements and Land as per the attached Exhibit B and in accordance with City and State laws pertaining to exactions.

3. Agreement Term and Renewal, and Termination.

3.1 This Agreement shall be in full force and effect for a period of ten (10) years from the Effective Date, unless renewed as provided in paragraph 3.2, and shall terminate in accordance with paragraph 3.3.

3.2 This Agreement may be renewed upon written request by Developer for no more than one (1) additional ten (10) year term, for a total term not to exceed twenty (20) years from the Effective Date.

3.3 Upon expiration of this Agreement, Developer, its heirs, representatives, successors, and assigns, shall convey title of the Protection Strip to City by special warranty deed. In order to secure Developer's performance of this obligation, a deed shall be submitted with this Agreement conforming to such requirements, as set forth in Exhibit C, to be held in escrow by City. City shall pay to Developer the sum of \$10.00 as full and final consideration for the conveyance of the Protection Strip under this provision. This Agreement shall terminate upon recordation of the special warranty deed conveying the Protection Strip to City.

4. Developer's Obligation. It is the Developer's obligation to enforce this agreement against the owners of the abutting property. The City will try to make property owners aware of the reimbursement owed to the Developer; however, the City shall not be responsible for a failure by Developer to enforce their property rights against neighbors.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

For Developer:	Travis and/or Yvonne Tams
	Rockwell Renovations, LLC
	3275 N 700 W
	Pleasant View, UT 84414
	yvonnetams@aol.com

For City: Amy 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.

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

11.1 Exhibit A – Legal Description of Protection Strip

11.2 Exhibit B – Cost of Improvements and Land

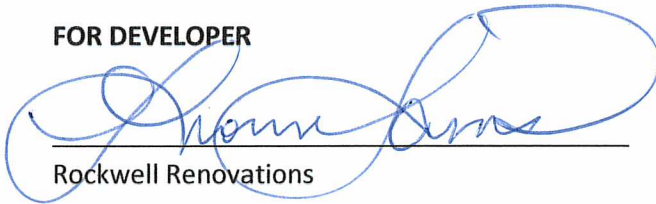
11.3 Exhibit C – Special Warranty Deed

12. 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


Rockwell Renovations

STATE OF UTAH)

COUNTY OF Weber) §

On this 24th day of Nov, in the year 2021, before me Stacey Miller (notary public name) a notary public, personally appeared Yvonne Gams (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)

FOR PLEASANT VIEW CITY

By: Leonard Call

Its: Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney

EXHIBIT "A"

PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°58'23"W 3265.83 FEET AND N89°01'37"W 1924.38 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N01°20'14"E 281.94 FEET; THENCE N01°27'29"E 178.20 FEET; THENCE N88°32'31"W 1.00 FEET; THENCE S01°27'29"W 178.21 FEET; THENCE S01°20'14"W 281.94 FEET; THENCE S88°39'46"E 1.00 FEET TO THE POINT OF BEGINNING.

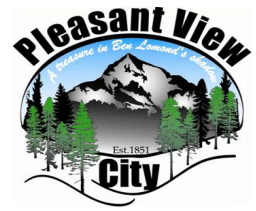
CONTAINING 460 SQUARE FEET OR 0.011 ACRES MORE OR LESS.

EXHIBIT B
COST OF IMPROVEMENTS AND LAND

Rockwell Estates

October 2021

ESCROW SUMMARY



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
CULINARY WATER SUBTOTAL	\$ 78,230.20	\$ 1,250.00
SECONDARY WATER SUBTOTAL	61,772.57	750.00
SANITARY SEWER SUBTOTAL	90,049.50	2,000.00
LAND DRAIN SUBTOTAL	56,031.50	800.00
STORM DRAIN SUBTOTAL	110,511.20	82,647.40
PRIVATE IRRIGATION SUBTOTAL	96,285.00	79,325.00
SITE & STREET IMPROVEMENTS SUBTOTAL	229,892.50	228,344.20
MISCELLANEOUS SUBTOTAL (Not subject to guarantee)	69,284.67	68,284.67
TOTAL IMPROVEMENTS COST	\$ 792,057.13	\$ 463,401.27
5% CONTINGENCY	39,602.86	23,170.06
10% GUARANTEE	72,277.25	72,277.25
TOTAL ESCROW AMOUNT		\$ 558,848.58

City Engineer Review & Recommendation

Dana Q. Shuler

Dana Q. Shuler, P.E. - Jones & Associates

City Engineer

11/04/2021

Date

Rockwell Estates

COST ESTIMATE FOR ESCROW SETUP

Rockwell Renovations

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
CULINARY WATER SYSTEM								
1	Furnish and install 8" C-900 DR-18 waterline (includes bedding and testing)	880	l.f.	\$ 22.50	\$ 19,800.00	880	-	\$ -
2	Furnish and install 8" gate valve	3	ea.	1,575.00	4,725.00	3	-	-
3	Furnish and install fire hydrant assembly (8" line)	2	ea.	5,700.00	11,400.00	2	-	-
4	Connect new waterline to existing 8" DI waterline	2	ea.	3,375.00	6,750.00	2	-	-
5	Furnish and install 8"x1" service tap (pipe included)	10	ea.	1,450.00	14,500.00	10	-	-
6	Furnish and install 1" service line	500	l.f.	12.00	6,000.00	500	-	-
7	Furnish and install 2" blowoff	1	ea.	1,450.00	1,450.00	1	-	-
8	Raise water valve box to grade following paving with concrete collar	5	ea.	250.00	1,250.00	-	5	1,250.00
9	Imported backfill	686	ton	18.00	12,355.20	686	-	-
CULINARY WATER SUBTOTAL					\$ 78,230.20	REMAINING		\$ 1,250.00
SECONDARY WATER SYSTEM								
10	Furnish and install 8" C-900 DR-18 waterline (includes bedding and testing)	953	l.f.	\$ 22.50	\$ 21,442.50	953	-	\$ -
11	Furnish and install 2" air/vac	2	ea.	3,500.00	7,000.00	2	-	-
12	Furnish and install 8" gate valve	1	ea.	1,575.00	1,575.00	1	-	-
13	Connect new waterline to existing 8" main	2	ea.	2,250.00	4,500.00	2	-	-
14	Furnish and install double service connection on 8" mainline	3	ea.	2,800.00	8,400.00	3	-	-
15	Furnish and install single service connection on 8" mainline	4	ea.	2,100.00	8,400.00	4	-	-
16	Raise water valve box to grade following paving with concrete collar	3	ea.	250.00	750.00		3	750.00
17	Furnish and install plug and block	2	ea.	950.00	1,900.00	2	-	-

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
18	Imported backfill	434	ton	18.00	7,805.07	434	-	-
SECONDARY WATER SUBTOTAL					\$ 61,772.57		REMAINING	\$ 750.00

SANITARY SEWER SYSTEM

19	Furnish and install 8" ASTM D-3034 SDR 35 sewer line	910	l.f.	\$ 36.00	\$ 32,760.00	910	-	\$ -
20	Furnish and install 8"x4" service wye (includes 4" pipe)	10	ea.	900.00	9,000.00	10	-	-
21	Furnish and install 4' diameter manhole	2	ea.	2,750.00	5,500.00	2	-	-
22	Furnish and install 5' diameter manhole	1	ea.	3,525.00	3,525.00	1	-	-
23	Raise manhole to grade following paving with concrete collar	5	ea.	400.00	2,000.00	-	5	2,000.00
24	Imported backfill	2,070	ton	18.00	37,264.50	2,070	-	-
SANITARY SEWER SUBTOTAL					\$ 90,049.50		REMAINING	\$ 2,000.00

STORM DRAIN SYSTEM

25	Furnish and install 15" RCP	399	l.f.	\$ 42.00	\$ 16,758.00	399	-	\$ -
26	Furnish and install 54" RCP (canal)	197	l.f.	340.00	66,980.00	-	197	66,980.00
27	Furnish and install curb inlet	5	ea.	2,375.00	11,875.00	2.5	3	5,937.50
28	Furnish and install 4' diameter manhole	1	ea.	2,675.00	2,675.00	-	1	2,675.00
29	Raise manhole to grade following paving with concrete collar	1	ea.	400.00	400.00	-	1	400.00
30	Connect to existing manhole/structure	1	ea.	500.00	500.00	1	-	-
31	Repair curb and gutter on 3000 N	200	l.f.	18.00	3,600.00		200	3,600.00
32	Imported backfill	387	ton	18.00	6,973.20	259	128	2,304.90
33	Furnish and install Snout	1	ea.	750.00	750.00	-	1	750.00
STORM DRAIN SUBTOTAL					\$ 110,511.20		REMAINING	\$ 82,647.40

LAND DRAIN SYSTEM

34	Furnish and install 8" ASTM D-3034 SDR 35 drain line	685	l.f.	\$ 35.50	\$ 24,317.50	685	-	\$ -
35	Furnish and install 8"x4" service wye (pipe included)	9	ea.	940.00	8,460.00	9	-	-
36	Furnish and install 4' diameter manhole	1	ea.	2,725.00	2,725.00	1	-	-

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
37	Furnish and install 5' diameter manhole	1	ea.	3,500.00	3,500.00	1	-	-
38	Raise manhole to grade following paving with concrete collar	2	ea.	400.00	800.00	-	2	800.00
39	Furnish and install temporary plug	2	ea.	100.00	200.00	2	-	-
40	Imported backfill	891	ton	18.00	16,029.00	891	-	-
LAND DRAIN SUBTOTAL					\$ 56,031.50	REMAINING		\$ 800.00

SERENITY STORM DRAIN OUTFALL

41	Furnish and install 15" ADS pipe	456	l.f.	\$ 20.00	\$ 9,120.00	-	456	\$ 9,120.00
42	Furnish and install 18" ADS pipe	631	l.f.	32.00	20,192.00	-	631	20,192.00
43	Furnish and install 18" RCP	612	l.f.	49.00	29,988.00	120	492	24,108.00
44	Furnish and install 24" RCP	227	l.f.	55.00	12,485.00	-	227	12,485.00
45	Furnish and install 4'x4' irrigation box with grate	5	ea.	2,500.00	12,500.00	4	1	2,500.00
46	Furnish and install 6' dia. SD manhole on ex. line	1	ea.	7,500.00	7,500.00	-	1	7,500.00
47	Imported backfill	250	ton	18.00	4,500.00	60	190	3,420.00
IRRIGATION SUBTOTAL					\$ 96,285.00	REMAINING		\$ 79,325.00

SITE & STREET IMPROVEMENTS

48	Clear and grub for new roadway	774	c.y.	\$ 2.00	\$ 1,548.30	774	-	\$ -
49	Sawcut existing asphalt	80	l.f.	1.50	120.00	-	80	120.00
50	Furnish and install 10" thick untreated base course	41,804	s.f.	1.50	62,706.00	-	41,804	62,706.00
51	Construct 3.5" thick hot mix asphalt pavement	41,804	s.f.	1.55	64,796.20	-	41,804	64,796.20
52	Furnish and install concrete curb and gutter	1,941	l.f.	18.00	34,938.00	-	1,941	34,938.00
53	Furnish and install 5' wide concrete sidewalk	1,468	l.f.	38.00	55,784.00	-	1,468	55,784.00
54	Furnish and install ADA ramps	1	ea.	1,500.00	1,500.00	-	1	1,500.00
55	Construct street monuments	1	ea.	500.00	500.00	-	1	500.00
56	Construct hammerhead turnaround	1	l.s.	8,000.00	8,000.00	-	1	8,000.00
SITE & STREET IMPROVEMENTS SUBTOTAL					\$ 229,892.50	REMAINING		\$ 228,344.20

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
MISCELLANEOUS (not included in guarantee)								
57	Prepare and implement SWPPP and temporary controls	1	l.s.	\$ 2,000.00	\$ 2,000.00	0.5	1	\$ 1,000.00
58	Cash in lieu of detention pond (see development agreement for more info)	1	l.s.	40,000.00	40,000.00	-	1	40,000.00
59	Street light - residential (paid for by developer, installed by City)	1	ea.	7,000.00	7,000.00	-	1	7,000.00
60	Street light - intersection (paid for by developer, installed by City)	1	ea.	6,000.00	6,000.00	-	1	6,000.00
61	Street signs (paid for by developer, installed by City)	1	ea.	350.00	350.00	-	1	350.00
62	Seal coat (paid for by developer, installed by City)	4,645	s.y.	3.00	13,934.67	-	4,645	13,934.67
MISCELLANEOUS SUBTOTAL					\$ 69,284.67		REMAINING	\$ 68,284.67
PROJECT TOTAL =					\$ 792,057.13	REMAINING TOTAL =	\$ 463,401.27	

EXHIBIT C
SPECIAL WARRANTY DEED

WHEN RECORDED, MAIL TO
AND MAIL TAX NOTICE TO:
Pleasant View City
520 W Elberta Drive
Pleasant View, UT 84414

SPECIAL WARRANTY DEED

APN: Part of 17-059-0133

Rockwell Renovations, LLC,

Grantor(s), of Pleasant View, Weber County, State of Utah, hereby convey(s) and warrant(s) against all who claim by, through, or under the grantor to

Pleasant View City,

Grantee(s), of Pleasant View, Weber County, State of Utah, for the sum of ten dollars and other good and valuable consideration, the following described tract of land in Weber County, Utah, to wit:

See Exhibit A attached hereto and made a part hereof.

Subject to easements, restrictions, and rights of way appearing of record or enforceable in law or equity.

Witness the hand(s) of said Grantor(s) this 24th day of June, 2021.

Rockwell Renovations, LLC

BY: [Signature]

Travis M. Tams, Member

BY: [Signature]

Yvonne M. Tams, Member

STATE OF UTAH)

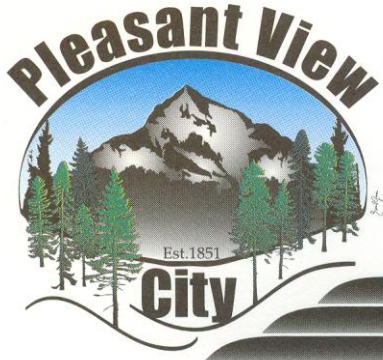
:ss

COUNTY OF WEBER)

The foregoing instrument was acknowledged before me the 24th day of June, 2021 by Travis M. Tams and Yvonne M. Tams as Members of Rockwell Renovations, LLC.

[Signature]
Notary Public





520 W. Elberta Dr.
Pleasant View, Ut 84414
Main Office (801) 782-8529
Police Dept. (801) 782-6736

November 4, 2021

To whom it may concern,

After reviewing the request to vacate the easement between the parcels #163740003 and #163740004 there is no foreseeable use of this easement due to the completion of the developments around it and grant permission for its release.

Sincerely,

Tyson Jackson

Tyson Jackson
Public Works Director

Space above for County Recorder's use
PARCEL I.D.# 163740003, 163740004

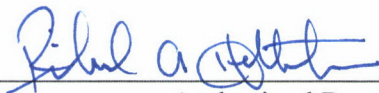
DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Dominion Energy Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Weber County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 9 & 10, Heart of Pole Patch Phase 2 Subdivision, located in the Southwest quarter of Section 18, Township 7 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah; said Subdivision recorded in the Office of the County Recorder for Weber County, Utah.

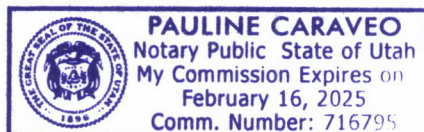
IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on October 21, 2021.

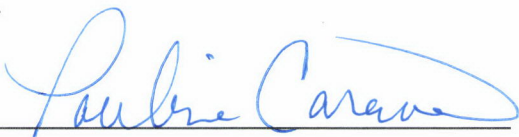
QUESTAR GAS COMPANY
Dba Dominion Energy Utah

By: 
Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On October 21, 2021, personally appeared before me Richard A. Hellstrom, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.




Notary Public

11/2/2021

Dave Green
4431 & 4445 N. 250 W.
Pleasant View, UT 84414



No Reservations/No Objection

SUBJECT: CenturyLink approval to vacate the North 10' Public Utility Easement (PUE) of Lot 9 and the South 10' PUE of Lot 10, located in the Heart of Pole Patch Subdivision Phase 2, Pleasant View, Weber County, UT.

APN: 16-374-0003 & 16-374-0004

To Whom It May Concern:

Qwest Corporation d/b/a CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

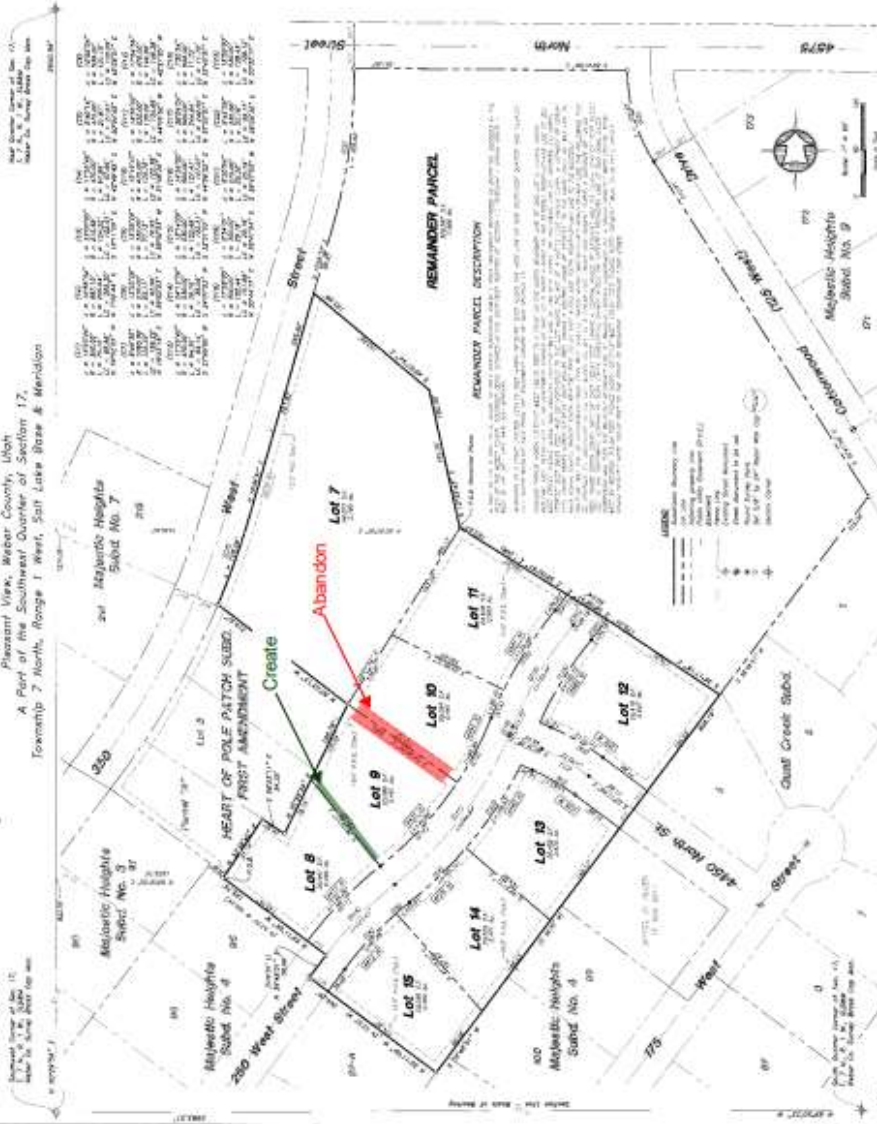
This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely yours,

Mary Hutton
Network Infrastructure Services
CenturyLink
P839495

Amending Part of Lot 5 and Lot 6, Heart of Pole Patch Subdivision Phase 1, First Amendment

A Part of the Southwest Quarter of Section 17,
Township 7 North, Range 1 West, Salt Lake Base & Meridian
Placer View, Weber County, Utah

[illegible]

K. Gray Associates P.L.L.C.
One Canal Center Drive, Suite 300
Falls Church, VA 22044

FUNCTIONAL BOUNDARY DESCRIPTION

[illegible]

Comments: [Education Now](#)

CHANGING DEFINITION

Now all 50 states require parents to get permission for their children's sex and drug history tests. But in the past, only 10 states required parental consent for such tests. The rest of the states had no laws on the matter. The new law also requires that parents be notified of their child's sex and drug history tests. The law also requires that parents be notified of their child's sex and drug history tests. The law also requires that parents be notified of their child's sex and drug history tests.

TRUST ACKNOWLEDGEMENT

TRUST ACKNOWLEDGMENT

I, the undersigned, hereby certify that the foregoing is a true and correct copy of the original document as it appears in my possession.

Signed at _____, New York City, New York, this _____ day of _____, 19____.

_____ Secretary of the Board of Directors

UNIVERSITY MICROFILMS / INTERNATIONAL

State of Ill.
County of Rock

CORPORATE ACKNOWLEDGMENT

I, John J. O'Connell, President of Rockwell International Corporation, do hereby certify that the foregoing instrument was duly executed by the authorized officers of the above corporation on the day and date first above written.

John J. O'Connell
President



[illegible]

of the world's first and largest gay men's and lesbian university
in the world. The university is located in the heart of the city of
New York City. The university is a non-profit organization and
is open to all people regardless of their sexual orientation. The
university is a place where people can learn, grow, and thrive.
The university is a place where people can find a sense of
community and belonging. The university is a place where
people can be themselves and live their lives to the fullest.

[illegible]

continued. The all 250 have been in use for 10 years.

NAME: JAMES E. JONES
ADDRESS: 1000 1st St. N.E.
CITY: ALBUQUERQUE, N.M. 87102
STATE: NM
COUNTRY: U.S.A.
TELEPHONE: (505) 243-1111
FAX: (505) 243-1111
E-MAIL: jones@jones.com

[illegible]

On South Side of Bay Southwest Corner of said Island which
North Side River, distance 1/4 of 1/2 bearing.

97-95

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
500 N.W. 34th Street, Arlington, GA 30201
404/433-1100
Telex 97 4000 Hansen Inc
Atlanta, GA 30303

Journal of Interpersonal Violence 26(10) 1978-1995
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October 20, 2021

Wasatch View Const. (Dave Green)
4431 N 250 W lot 9
Pleasant View, UT 84414

To Whom It May Concern:

The property owner at above address has been in contact with Weber-Box Elder Conservation District about relocating our existing water line in the Utility Easement on the north property line of lot 9. Property owner would like to establish a new 10' Utility Easement on the south property line of lot 9. Then reroute our water line through new established easement at owners' expense. (See attached drawing), Weber-Box Elder Conservation District has no problem with this change. Parcel Number 16-374-0003

Should you have any concerns or questions please contact me at 621-6555.

Sincerely,

A handwritten signature in cursive script that reads "Doug Jeppesen".

Doug Jeppesen
Engineering

Pineview Water System
471 W 2nd Street
Ogden, UT 84404
(801) 621-6555

PART OF THE SW. 1/4, OF SECTION 17, T.7N., R.1W., S.L.B. & M.
HEART OF POLE PATCH SUBDIVISION PHASE 2

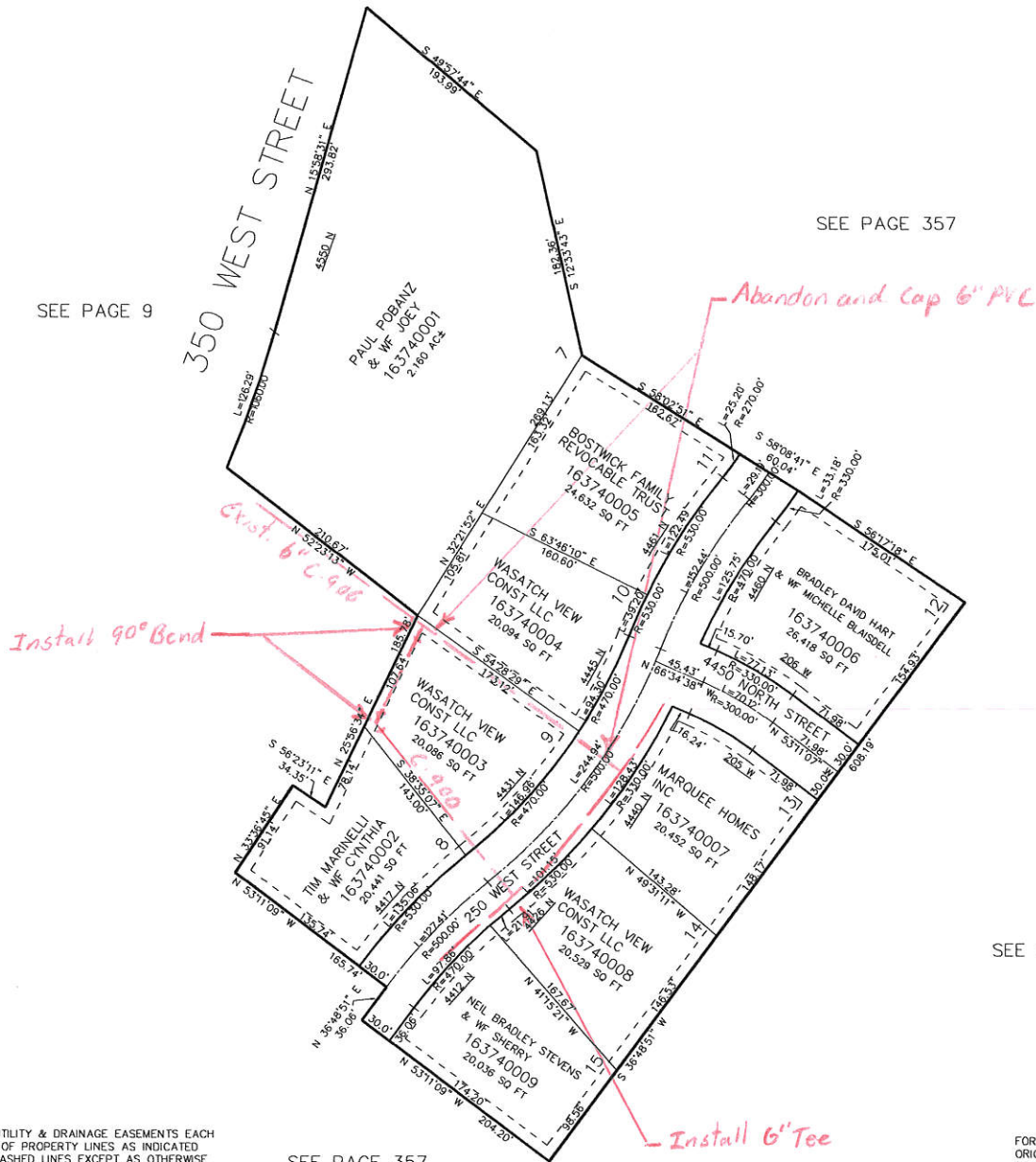
IN PLEASANT VIEW CITY

TAXING UNIT: 63

SCALE 1" = 80'

SEE PAGE 9

SEE PAGE 357



SEE PAGE 9

10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

SEE PAGE 357

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 87, PAGE 95 OF RECORDS.



Right of Way Services
1407 W. North Temple, Suite 110
Salt Lake City, UT 84116
(801) 220-4331 (Office)
Harold.dudley@rockymountainpower.net

To Whom This May Concern:

By this letter Rocky Mountain Power notifies you that it abandons and vacates that portion of the ten foot (10') PUE Easement along the adjacent side Lots 9 and 10 of Heart of Pole Patch Phase 2, Pleasant View in Weber County, Utah (Entry #3061862) and excluding the ten foot (10') Public Utility Easement running along the frontage and rear of said lots. This is more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof. Please ensure the new amended plat includes a new 10' PUE in the newly combined lot next to Lot 8 also as shown on Exhibit "A".

Rocky Mountain Power maintains its rights to locate facilities within or upon all other existing utility easements located within this subdivision other than those specifically mentioned above.

Sincerely,

Harold Dudley
Rocky Mountain Power Right of Way Manager



Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

October 27, 2021

To whom it may concern,

Comcast of Utah II grants permission to vacate the easement, which exists between the two lots of the properties located at:

Subdivision: HOPP (phase 2)
Lot 9 address: 250 W 4431 N Pleasant View, UT 84414
Parcel # 163740003

Lot 10 address: 250 W 4445 N
Parcel # 163740004

As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Courtney Brooks
Authorized Representative

Pleasant View City

Storm Water Management Plan



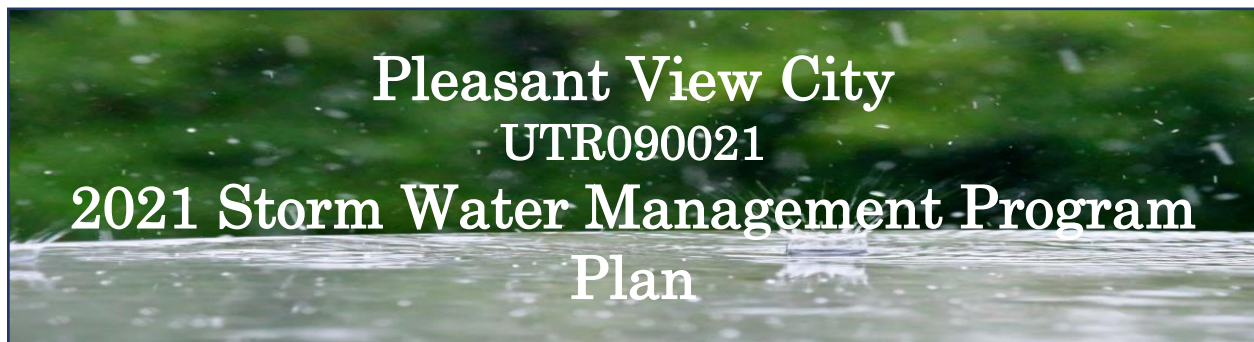
November 2021

Prepared by
JONES & ASSOCIATES
Consulting Engineers

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1. Introduction

Purpose

The purpose of the Pleasant View City Storm Water Management Program (SWMP) is for the development and implementation of the City's Plan to fulfill requirements under the State of Utah Small MS4 General UPDES Permit No. UTR090000 (Renewal Permit) in accordance with Section 402(p)(3)(B) of the *Federal Clean Water Act*, and the State of Utah Storm Water Regulations (UAC R317-8-3.9). This plan details the actions that Pleasant View City proposes to take between November 1, 2021 and November 1, 2026.

The NPDES Program

The National Pollutant Discharge Elimination System (NPDES) is a program created under the Federal Clean Water Act with the intent of protecting and restoring water quality in lakes and streams so they can support "beneficial uses" such as fishing and swimming. Governmental and private entities wishing to discharge water or wastewater to surface water regulated by the Federal Government (Waters of the US) must obtain permits and comply with certain conditions or face fines and other penalties. In general, the Storm Water Program regulates storm water discharges from three potential sources: municipal separate storm sewer systems, construction activities, and industrial activities.

In Utah, the US Environmental Protection Agency has delegated the authority over NPDES permits to the Utah Department of Environmental Quality – Water Quality (DEQ). DEQ has issued a General Permit for discharges to waters of the State of Utah resulting from a Small Municipal Separate Storm Sewer System (Small MS4). The General Permit applies to cities with a population less than 100,000 (based on the 2010 census), located within an urbanized area, and that operate a MS4 which discharges to a water of the State of Utah.

UPDES Small MS4 Permit

Pleasant View has been identified as a Small MS4 permittee and therefore must establish a stormwater program that complies with conditions of the UPDES MS4 Permit UTR090000. The Permit allows municipalities to discharge stormwater from systems it owns and operates into "waters of the state" such as rivers, lakes, streams, and groundwater as long as they implement six (6) minimum control measures (MCM) to reduce pollutants in stormwater to the "maximum extent practicable." The MCM's are as follows:

1. Public Education and Outreach on Stormwater Impacts (*General Permit 4.2.1*)
2. Public Involvement / Participation (*General Permit 4.2.2*)
3. Illicit Discharge Detection and Elimination (IDDE) (*General Permit 4.2.3*)
4. Construction Site Stormwater Runoff Control (*General Permit 4.2.4*)

5. Long-Term Stormwater Management in New Development and Redevelopment (Post-Construction Stormwater Management) (*General Permit 4.2.5*)
6. Pollution Prevention and Good Housekeeping for Municipal Operations (*General Permit 4.2.6*)

The SWMP will be reviewed, at a minimum, on an annual basis, and any changes or modifications will be described and submitted to the DEQ. In addition, the Permit requires the City to submit an Annual Compliance Report by October 1st of each year that details actions taken in the previous year to achieve compliance. The full text of the Permit can be viewed at: <https://documents.deq.utah.gov/water-quality/facilities/general-storm-water-permit-common-plan/DWQ-2021-008110.pdf>

General System Overview

Pleasant View City is located norther Weber County. The population of the community was 11,083 at the 2020 census. The city has a total area of 6.97 square miles and is largely residential with some agricultural and commercial development.

The storm drain system is composed of storm drain pipe, catch basins, detention basins, ditches, and canals (North Ogden Canal and Western Drain).

Current and Planned Activities

The SWMP Plan describes the set of actions and activities the City has implemented or plans to implement to maintain permit compliance. The Plan is organized to address the program components noted in Section 4.2 of the Permit.

The following sections of the SWMP Plan describe how Pleasant View is currently meeting the requirements of the Permit, and how the City plans to continue to meet those requirements over the next five (5) years.

Coordination and Responsibilities

Compliance with the Permit requires coordination and documentation of activities between several City departments, the Weber-Morgan Health Department, and the Golden Spike Storm Water Coalition. The Public Works Department will coordinate City efforts and will meet with staff from other departments and entities regularly to verify that current and planned activities meet Permit requirements. Activities required for Permit compliance will be carried out by the Public Works, Planning and Building, Parks, City Administration, Finance, Fire, Police, and the Weber-Morgan Health Department.

Main Point of Contact:

Tyson Jackson
Public Works Director
801-668-6989
tjackson@pleasantviewcity.com

COVID-19 Considerations

Pleasant View has been following the public health guidance provided by the Local and State Health Departments for phased re-opening. The functioning of the stormwater system has been deemed essential and compliance with the Permit is expected to remain on track. Additional safety measures have been put in place to protect the staff. Where appropriate or applicable, the City will conduct virtual and/or socially distanced meetings. A new section for COVID-19 considerations has been added to each section of this Plan and details considerations for each program, as best as can be determined in this evolving situation. Visit the City's website for more information about the City's response to COVID-19.

Table 1. Permit Requirements Deadlines / Frequencies

General Permit Section	Year (by Quarter)		2021		2022				2023				2024				2025				2026	
	Requirements	Deadline/ Frequency	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
4.1	Stormwater Management Program Plan																					
	Review / Update SWMP	Update 11/1/2021 Review annually		X				X				X				X				X		
	Annual Compliance Report	Oct. 1, annually	X				X				X				X				X			
	Track SWMP Costs	Ongoing	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
4.2.1	Public Education and Outreach																					
	Regional Participation	Ongoing	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
	General Awareness	Ongoing	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
	Education and Outreach Training(s)	Annually		X				X				X				X				X		
4.2.2	Public Involvement / Participation																					
	Bi-Annual Public Hearing / Volunteer Activity	Bi-Annually		X		X		X		X		X		X		X		X		X		X
4.2.3	Illicit Discharge Detection and Elimination																					
	Develop / Update database and SOPs	January 2023, ongoing							X	x	x	x	x	x	x	x	x	x	x	x	x	x
	Inspect 20% of Outfalls	Annually	X				X				X				X				X			
	Employee Training	Annually			X				X				X				X					
4.2.4	Construction Site Stormwater Runoff Control																					
	Tracking and record keeping	Ongoing	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
	Develop / Update SOPs	January 2023, ongoing							X	x	x	x	x	x	x	x	x	x	x	x	x	x
	Employee Training	Annually		X				X				X				X				X		
4.2.5	Long-Term Stormwater Management in New Development and Redevelopment																					
	Update Public Works Standards	January 2023							X													
	Develop Source Control Program	January 2023							X													
	Agreements / List of Private Detention Basins	Ongoing	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
4.2.6	Pollution Prevention and Good Housekeeping for Municipal Operations																					
	Develop a SWPPP for each City-owned Site	June 2022				X																
	Develop / Update SOPs	January 2023, ongoing							X	x	x	x	x	x	x	x	x	x	x	x	x	x

Table 2. Inspections (General)

General Permit Section	Area / Type	Frequency
4.2.3 Illicit Discharge Detection and Elimination	High-Priority Areas	Annual
	Dry Weather Screening	Every 5 Years
4.2.4 Construction Site Stormwater Runoff Control	Priority Construction Sites	Bi-Weekly
	Construction Sites	Monthly
4.2.5 Long-Term Stormwater Management	City-Owned High-Priority / Visual	Monthly
	Structural BMPs	Bi-Annual
	New Construction Structural / Permanent BMPs	Annual
4.2.6 Pollution Prevention and Good Housekeeping for Municipal Operations	City-Owned High-Priority /Comprehensive	Bi-Annual

2. Public Education and Outreach on Stormwater Impacts – MCM 1

Pleasant View provides and participates in a variety of stormwater education and outreach programs designed to build general awareness, reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and encourage the public to participate in stewardship activities. The City aims to educate and reach a variety of audiences including residents, institutions and commercial facilities, developers and contractors (construction), and MS4-owned and operated facilities.

Pleasant View's Plan to Meet the Requirements of the Permit *(General Permit 4.2.1)*

Areas of Focus

- **Regional Participation:** Pleasant View is an active participant in regional education and outreach programs.
 - Pleasant View will continue to coordinate with other permittees in Northern Utah through the Golden Spike Stormwater Coalition and the Weber-Morgan Health Department.
 - Pleasant View participates in the annual Weber Water Fair through the coalition. The Fair engages 4th grade youth through hands-on learning to explore water conservation and quality issues. The educational experience is developed to meet the needs of State education standards and multiple schools throughout Weber County participate in the event.
 - Pleasant View participates in the cost of local TV advertisements. These advertisements are broadcast throughout the region.
- **General Awareness Programs:** Pleasant View will continue to provide general awareness education and outreach programs for a variety of target audiences.
 - General awareness promotion through a variety of media including utility bill inserts, direct mail, direct outreach, social media, and fliers.
 - Installation and/or replacement of curb markers on catch basins throughout the city.
 - Updates to the City's Stormwater webpage to include helpful information and activities to prevent pollution in our stormwater.
 - Technical assistance and outreach to businesses for managing potential sources of pollutants on their property.
- **Education and Outreach (Training):** Pleasant View will continue to provide education and outreach for a variety of target audiences.
 - Provide annual training opportunity for institutions, industrial, and commercial facilities about illicit discharges and improper disposal of waste and the impacts to water quality associated with these types of discharges.
 - Provide education to engineers, construction contractors, developers, development review staff, and land use planners concerning the development of stormwater pollution prevention plans (SWPPPs) and BMP use to reduce adverse impacts from stormwater runoff from development sites.
 - Provide education to city staff, development and plan review staff, land use planners and other pertinent parties about Low Impact Development (LID) practices, green infrastructure practices, and the specific requirements for post-construction control and the associated Best Management Practices (BMPs) chosen within the SWMP.

Specific Goals with Methods of Evaluation and Rationale

To ensure Pleasant View is meeting the requirements of the Public Education and Outreach – MCM 1 section of the General Permit, the following specific goals have been established.

- **Regional Participation Goal:** Pleasant View will actively participate in regional coordination and public outreach efforts by attending at least 75% of the Golden Spike Stormwater Coalition Meetings and providing 100% (of the determined share) monetary support towards regional public outreach efforts.

Methods of Evaluation:

- Attendance records.
- Meeting minutes.
- Proof of monetary support of coalition costs.

Rationale: By working together with partners within the Region, larger efforts (such as TV and radio advertisements) are financially possible for the City to participate in.

- **General Awareness Programs Goal:** On an annual basis, Pleasant View will provide information and promote stormwater awareness through a variety of methods and on a variety of topics. The City plans to host a booth at Pleasant View City's Founder's Day to provide education on storm water issues.

Methods of Evaluation:

- Copies of information sent and documentation of when and where sent.
- Documentation of number of curb markers installed / replaced.
- Photos.

Rationale: By using a variety of methods, the City will be able to reach a larger audience – some people may receive the message multiple times, while others may only receive the information once.

- **Education and Outreach (Training) Goal:** On an annual basis, Pleasant View will either attend or host a training for each of the areas as described in the associated bulleted list above.

Methods of Evaluation:

- Attendance rolls.
- Copies of presentation / training materials.

Rationale: By providing training to all of these entities, it will ensure that each is staying up-to-date with BMPs and the latest issues and topics.

Record Keeping: Pleasant View will continue to track and maintain records of public education and outreach activities and summarize these activities in the Annual Compliance Report.

3. Public Involvement / Participation – MCM 2

Pleasant View is committed to providing ongoing opportunities for the public to provide input into the development of the SWMP and into other initiatives and plans designed to improve water quality.

Pleasant View's Plan to Meet the Requirement of the Permit *(General Permit 4.2.2)*

Areas of Focus

- **Opportunities for Public Input:** The City welcomes comments from the public throughout the year.
 - To facilitate public comment, Pleasant View will provide a copy of the SWMP, contact information, and basic stormwater practices on the City's Stormwater webpage.
 - The public is notified and invited to attend City Council Meetings related to the development, implementation, and updates to the SWMP and related Ordinances. Notice for these meetings is done in compliance with all current State and City noticing requirements.
 - Pleasant View also seeks to involve the public in other stormwater management and clean water related decisions by engaging people during the planning of stormwater infrastructure projects and during development of stormwater related policy and master plans.
- **Accessibility:** A copy of the SWMP will be available online and in print at City Hall.
- **Transparency:** In general, all documents related to stormwater management are public record and available under the Government Records Access Management Act (GRAMA).

Specific Goals with Methods of Evaluation and Rationale

To ensure Pleasant View is meeting the requirements of the Public Involvement/Participation - MCM 2 section of the General Permit, the following specific goal has been established.

- **Opportunities for Public Input Goal:** Bi-Annually, Pleasant View City will hold a public hearing and/or host a volunteer opportunity.

Methods of Evaluation:

- Copies of public notices issued.
- Meeting minutes.
- Volunteer attendance and description

Rationale: Public comments will be welcome anytime of the year. By holding public hearings or providing a volunteer activity twice per year, there will be a specific opportunity for the public to provide input to the City.

Record Keeping: Pleasant View will continue to track and maintain records of public involvement and participation activities and summarize these activities in the Annual Compliance Report.

4. Illicit Discharge Detection and Elimination – MCM 3

Pleasant View’s Illicit Discharge and Elimination (IDDE) program is designed to prevent contamination of surface water and groundwater by monitoring, tracking, and removing non-stormwater discharges into the stormwater drainage system.

Pleasant View’s Plan to Meet the Requirement of the Permit *(General Permit 4.2.3)*

Areas of Focus

- **Ongoing IDDE program to detect and address non-stormwater discharges and illicit connections.** The City’s on-going IDDE program is designed to characterize, trace the source, and eliminate illicit discharges, including spills and illicit connections, into the municipal stormwater system.
 - In conjunction with the Weber-Morgan Health Department, Public Works responds to and investigates all calls and report regarding environmental concerns such as illegal dumping, spills, illicit discharges, and illicit connections.
 - Spills Hotline: 801-547-7772 is Pleasant View’s hotline for reporting of spills and water quality concerns such as illegal dumping, and is publicized as a 24-hour, 7-days a week hotline.
 - During regular business hours, calls are received by City Hall and followed up on by the Public Works Staff.
 - After-hours calls are managed by the on-call Public Works Staff.
 - Pleasant View investigates all calls received and records are kept of calls received and actions taken because of these calls.
 - The hotline is publicized and promoted on the City’s website
 - Pleasant View takes pride in exceeding permit requirements of IDDE program response and in most cases spill responses and investigation is performed the day of reporting.
 - Documentation of IDDE procedures will be detailed in the City’s IDDE Standard Operating Procedures (SOP) Manual.
 - Pleasant View educates public employees, businesses, and the public about illicit discharges and hazards associated with improper disposal of waste through the various methods as described in the “Public Education and Outreach” Section.
 - Pleasant View City keeps an updated stormwater system map that identifies all of the outfalls and priority areas (as determined by the City).
 - Pleasant View City will promote and/or provide services for the collection of household hazardous waste with notifications posted in the City’s newsletter.
- **Pleasant View Municipal Code 13.09 Storm Drainage**
 - Pleasant View Municipal Code 13.09 prohibits non-stormwater, illicit discharges into Pleasant View City’s stormwater system and provides the regulatory authority and framework for enforcement. These code sections are updated periodically to support the SWMP.
 - Code Implementation:
 - The on-going IDDE compliance strategy strives to achieve compliance initially through public education and technical assistance. When education, technical assistance, and voluntary correction agreements do not achieve compliance, 13.09.080 provides for progressive enforcement.

- Pollution discharged into the municipal storm drain system and/or surface and ground waters (illicit discharges) violate 13.09 and subjects the violator(s) to fines and/or cleanup costs imposed by the City and/or State agencies (13.09.080).
- **MS4 Screening:** Pleasant View has an on-going program to screen the stormwater system for potential sources of non-stormwater discharges and illicit connections. Pleasant View performs this screening through outfall inspection. During each inspection, Staff observe the structural integrity of the outfall and its adjoining pipes, sediment accumulation levels, and if there is any unusual flow, odor, color, or other visual indicators that would suggest a pollutant is present. If there is a water quality concern, the Staff will then report a spill through the spill hotline. This will trigger notification to the storm maintenance crew to respond and maintain storm structures and the water quality team for further investigation and follow up.
 - Pleasant View screens on average 100% of the stormwater outfalls each year and annually tracks the percentage screened as well as the total percentage screened, beginning January 2022.
 - Outfalls are screened at a minimum of once every five (5) years.
- **Training:** Pleasant View has an on-going training program for City Staff on the identification, reporting, and response to illicit discharges into the municipal stormwater system. All new employees receive training within 60 days of hire.

Specific Goals with Methods of Evaluation

To ensure Pleasant View is meeting the requirements of the Illicit Discharge Detection and Elimination – MCM 3 section of the General Permit, the following specific goals have been established.

- **Ongoing IDDE Efforts Goal:** Pleasant View will develop and keep a database and update written SOPs for all inspections, spills, illicit discharges, and illicit connections. The database development and SOP updates will be completed by January 2023 and maintained on an ongoing basis thereafter.

Methods of Evaluation:

- Inspection Logs.
- Spills, Illicit Discharge, Illicit Connection Tracking Sheets.
- SOP Manual.

- **MS4 Screening Goal:** Pleasant View will inspect 100% of the stormwater outfalls on an annual basis.

Methods of Evaluation:

- Inspection Logs.

- **Training Goal:** Pleasant View will provide annual training to all employees on illicit discharge and illicit connection detection. All new employees shall receive individual / small group training within 60 days of the date of hire.

Methods of Evaluation:

- Attendance Rolls.
 - Presentation Materials.
-

Record Keeping: Pleasant View will continue to track and maintain records of illicit discharge detection and eliminations activities and summarize these activities in the Annual Compliance Report. **Weber-Morgan Health Department, HAZMAT, and other responding Agencies track and maintain their own separate records.*

5. Construction Site Stormwater Runoff Control – MCM 4

Pleasant View reviews development plans and inspects development sites during construction to ensure erosion and sediment control best management practices are in place and stormwater facilities are installed and maintained as designed.

Pleasant View's Plan to Meet the Requirement of the Permit *(General Permit 4.2.4)*

Areas of Focus

- **Ongoing Program:** Stormwater Management Standards for Development, Redevelopment, and Construction Sites. The program applies to private and public development, including infrastructure projects.
 - Pleasant View Code 13.10 requires stormwater construction activity permits, NOIs, SWPPPs, and BMPs to be put in place.
- **Review Plans and Inspect Construction Sites.**
 - Pleasant View reviews all permits and development plans, inspects sites during construction, and takes enforcement action against those failing to follow approved guidelines or to provide facilities as required in the approved plans.
 - The review process includes civil/site plan review, an approval process (as required in City Code Title 17 Subdivisions and Title 13 Public Services, inspections, and enforcement to meet standards established by the permit for qualifying new and redevelopment sites. The City's oversight of new and redevelopment occurs in phases: (1) prior to construction during the plan review and acceptance process; (2) before the site is cleared during an initial site construction inspection; (3) during construction via construction site inspections; and (4) post construction as part of the stormwater infrastructure acceptance inspection. Proposals for public and private projects are reviewed by the City Engineer for compliance with Pleasant View's Standards, including LID requirements. City staff inspect qualifying public and private construction sites on a continuous basis to ensure the proper temporary erosion and sediment control measures have been selected, properly placed, and installed correctly.
 - City Inspectors inspect the stormwater drainage system that can potentially be impacted by home construction activity. This occurs, at a minimum, every month until the development has been built-out or when construction has stopped, and the site is stabilized. If facilities and stormwater conveyance require cleaning during home construction, responsible parties perform maintenance / cleaning.
 - Pleasant View Inspectors have the authority to enforce the Pleasant View City Code, as stated in Title 17 Subdivisions and Title 13 Public Services, using corrective action notices and stop work orders, to ensure the protection of receiving waters from construction impacts.
- **Notice of Intent.** Pleasant View will continue to provide links to the "Notice of Intent" to applicants as part of the development and redevelopment permit / approval process.
- **Training.** All Staff whose primary job duties are related to implementing the construction storm water program, including permitting, plan review, construction site inspections, and enforcement are annually trained to conduct these activities.

Specific Goals with Methods of Evaluation

To ensure Pleasant View is meeting the requirements of the Construction Site Stormwater Runoff Control – MCM 4 section of the General Permit, the following specific goals have been established.

- **Review Plans and Inspect Construction Sites Goal:** Pleasant View will keep accurate records of construction sites reviewed and approved, and construction sites evaluated and inspected, and any enforcement actions taken.

Methods of Evaluation:

- Database Tracking Developments (Reviewed, Approved, Completed).
 - Pre-Construction SWPPP Review Checklists.
 - Pre-Construction Attendance Rolls / Meeting Notes.
 - Inspection Logs.
 - Enforcement Tracking Log.
- **SOP and Checklist Goal:** By January 2023, Pleasant View will develop / update and begin utilizing SOPs for inspections and stormwater enforcement of construction sites.

Methods of Evaluation:

- SOP Manual.
- Checklists.

Record Keeping: Pleasant View will continue to track and maintain records of actions related to controlling runoff from development, redevelopment, and construction sites and summarize these activities in the Annual Compliance Report.

6. Long-Term Stormwater Management – MCM 5

The Long-Term Stormwater Management (Post-Construction Stormwater Management) in New Development and Redevelopment is designed to prevent and reduce pollutants in runoffs from areas of existing development and newly constructed development that discharge to the stormwater system by implementing an educational program, inspection routine, and enforcement process. The City is actively taking steps to be prepared to deploy the full inspection program by January 2023. In addition, the City requires the use of Low Impact Development (LID) stormwater practices and principles.

Pleasant View's Plan to Meet the Requirement of the Permit *(General Permit 4.2.5)*

Areas of Focus

- **Post-Construction Control Standards / Ordinance:** Pleasant View Code Title 17 Subdivisions and Title 13 Public Services adopts Standards to prevent or minimize impact to water quality – these include structural and non-structural BMPs to address pollutants known to be or have the potential to be discharged from the site.
- **Method for Calculating Hydrology:** To ensure consistent sizing of structural BMPs, Pleasant View City Development, Design, and Construction Standards (“City Standards”) defines the specific hydrology method(s) for calculating runoff volumes and flow rates. The City plans to update their current Standards to include these requirements and the new updates found in the General Permit requirements 4.2.5.1.2.
- **Low Impact Development (LID) Practices.** Pleasant View City Standards require a Low Impact Design Analysis and Report, along with implementation, for all new development and re-development.
- **Source Control Program Development:** This new program will require the following activities to be completed. Pleasant View will deploy this program in January 2023.
 - **Establish an Inventory:** This inventory will identify all post-construction structural storm water control measures installed and implemented for both public and private sector sites. The inventory shall contain (1) a short description of each storm water control measure; (2) a short description of maintenance requirements; and (3) inspection information. (See General Permit 4.2.5.4.1).
 - **Agreements for Private Sector Sites.** For private sector sites, the City shall execute an Agreement with the Property Owner outlining the responsibility for maintenance and establishing the right for the City to conduct inspections annually and require action if found to not be properly maintained. The Agreement shall be recorded with the property and shall run with the land.
 - **Maintenance of Inventory:** The Inventory shall be updated when changes occur in property ownership or changes to control measures implemented at the site.
 - **Establish Inspection and Enforcement Program:** Pleasant View will be implementing an inspection and enforcement program that supports these sites applying operational and/or structural BMPs to prevent illicit discharges or violations of surface water, ground water, or sediment management standards as well as practices to reduce pollution from the application of pesticides, herbicides, and fertilizers. Once established, staff will annually complete the number of inspection equal to 20% of the businesses or sites listed in the inventory and 100% of sites identified through credible complaints.

-
- **Training:** Staff continues to increase their knowledge by remaining current with new/revised stormwater regulations, along with attending internal and external training on erosion control, LID techniques, stormwater design models, standards, and practices.
-

Specific Goals with Methods of Evaluation

To ensure Pleasant View is meeting the requirements of the Post Construction Stormwater Management – MCM 5 section of the General Permit, the following specific goals have been established.

- **Public Works Standards Goal:** By January 2023, Pleasant View will review and update, as needed, the City's ordinances and Public Works Standards to follow the requirements of the General Permit.

Methods of Evaluation:

- Ordinance update
- Public Works Standards update

- **Source Control Program Development Goal:** By January 2023, Pleasant View will have an established source control program as outlined in the section above.

Methods of Evaluation:

- Standard Operating Procedures
- Completed Inventory.
- Inspection Logs.

Record Keeping: Pleasant View will maintain program records including documentation of each site visit, inspection records, denial of entry occurrences, warning letters, notices of violation, and other enforcement records that demonstrate an effort to bring sites into compliance.

7. Pollution Prevention and Good Housekeeping for Municipal Operations – MCM 6

Pleasant View plans to create robust Operations and Maintenance program that will ensure that runoff and stormwater discharges from City owned and/or operated facilities to the stormwater system are inspected and maintained in a manner that prevents or reduces potential impacts to stormwater drainage and receiving waters.

Pleasant View's Plan to Meet the Requirements of the Permit (General Permit 4.2.6)

Areas of Focus

- **Maintenance Standards:** Pleasant View implements maintenance standards as defined by Standard Operating Procedures Manual and proprietary system recommendations as necessary.
- **Ongoing Program to Inspect and Maintain the MS4:** Pleasant View plans to inspect all municipally owned catch basins and inlets every 5 years. If inspection indicates that cleaning or repair is needed, those activities are completed within the permit allowed timelines, generally within 6 months.
 - Pleasant View plans to inspect all municipally owned and operated water quality treatment and flow control facilities every 5 years. If inspection indicates that cleaning or repair is needed, those activities are completed within the permit allowed timelines, generally within 1 year.
- **Practices, Policies, and Procedures to Reduce Stormwater Impacts of Municipal Operations.** The City operations and maintenance program implements standard operating practices, policies, and procedures to reduce stormwater impacts associated with runoff from land owned and maintained by Pleasant View and road maintenance activities.
- **Stormwater Pollution Prevention Plan (SWPPP) for Pleasant View's "high-priority" facilities.** Pleasant View is working to create an inventory of and develop a SWPPP for each "high-priority" city-owned facility. The SWPPP includes detailed descriptions of the operational and structural BMPs in use, inspection schedule and results, an inventory of materials and equipment stored on-site, a list of activities conducted that may be exposed to rain, a map of the facility's stormwater drainage, discharge points, and areas of potential pollutant exposure, and a plan for responding to spills.
- **Existing Flood Management Controls.** During the annual inspection, existing flood management control structures will be assessed to determine whether changes, additions, or retrofitting is required to improve water quality. If it is determined that retrofitting is required, the City Engineer will work with Staff to develop a plan for prioritizing and completing the needed retrofit(s).
- **Training.** Pleasant View's Public Works Staff receives training on the importance of protecting water quality during maintenance operations, inspection procedures, relevant water quality and operations and maintenance standards, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns.

Specific Goals with Methods of Evaluation

To ensure Pleasant View is meeting the requirements of the Pollution Prevention and Good Housekeeping for Municipal Operations – MCM 6 section of the General Permit, the following specific goals have been established.

- **Practices, Policies, and Procedures to Reduce Stormwater Impacts of Municipal Operations**
Goal: By January 2023, Pleasant View will update and maintain standard operating procedures as required by the General Permit.

Methods of Evaluation:

- Standard Operating Procedure Manuals.
 - Checklists.
 - Inventory of floor drains located inside City-owned facilities
-

Record Keeping: Pleasant View will maintain program records including documentation of each site visit, inspection records, denial of entry occurrences, warning letters, notices of violation, and other enforcement records that demonstrate an effort to bring sites into compliance.

8. Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Leonard Call, Mayor

Date: _____



City Council Staff Report

Repeal 18.26 C-1 & Repeal 18.28 C-2 November 30, 2021

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended approval of the repeal of both 18.26 C-1 and 18.28 C-2 ordinances. Voting was unanimous in favor of the repeal.

PROs & CONs

PROs:

- 1) Moving towards the plan of repealing the codes.
- 2) The old ordinances do not meet the general Idea of what was planned for the area.

CONs:

- 1) Limits on what developers can do.

ANALYSIS

Neighborhood Commercial

Neighborhood Commercial is typically smaller scale and less intensive commercial that is located at specific areas on Pleasant View Drive. These commercial developments will be such that they blend into the existing residential uses that they are surrounded by and will be compatible with the neighborhood. Neighborhood Commercial uses are encouraged and preferred to locate on the eastern side of Highway 89 in the vicinity of major intersections.

General Commercial

General Commercial is medium- to large-scale developments that are located along the City's main arterials. The City's land use classification of General Commercial is for the purposes of increasing the City's limited tax base, proximity shopping for residents, and maximizing property development opportunities for property owners for retail sales, professional office plazas and other non-residential uses that thrive in areas close to freeway access. The changes of these properties to residential or mixed-uses, without a substantial commercial component (meaning at least forty percent or more of any given parcel) will not be encouraged.

The City should formally establish minimum design guidelines and architectural standards for these prime commercial sites in the City. Also, the consideration of coordinated cross accesses along the commercial corridors are critical and will be required as there are only a finite number of access points along these major corridors that will be permitted.

Regional Commercial

The 2700 North Corridor is recognized to be the desired location for Regional Commercial, which are large scale developments that attract patrons from a geographical area from in and outside of the City. The location for this type of development is at the western City limits at 2700 North, and lies in the 2700 North Corridor Area.

Employment & Business Park

Employment and Business Park land use designation is a light industrial development that encourages uses such as flex warehousing retail fronts and versatile backs of the building that provide for some light warehousing, corporate headquarters, computer numeric control (CNC) machine shops, high-technology support, woodworking shops, or similar types of uses. Employment development encourages cohesively designed business parks. Heavy industrial activities that require excessive (more than 25% of the parcel) outdoor storage or uses are not typically permitted in this type of land use classification.

The City's Economic Development Area (EDA) requires additional efforts to solidify circulation and design of the area so that development can occur that will provide the opportunity for additional business growth in the City.

Industrial

Industrial land use designation consists of heavier industrial developments that are typically located on larger parcels of property in which heavier manufacturing, warehousing, and production activities occur. The area within the Employment and Business Park designation that lies west of the railroad tracks, east of Interstate 15, and north of 1500 West may be considered for industrial uses, while the remaining areas shall remain for less intense uses. These parcels should be generously buffered from adjacent non-industrial uses. The areas of the City delineated for Employment and Business Park land uses may carefully consider including heavier industrial uses in circumstances when property is close to railroad spurs and there is enough property to keep a use fully contained on the site. Impacts to neighboring properties from additional noise pollution, visual pollution, or heavy truck traffic must be able to be fully mitigated.

Public/Quasi-Public

Public or Quasi-Public Land Use Classification is used to denote public land uses including schools, libraries, fire stations and governmental offices.

Parks/Open Space

The City's existing parks and open spaces are identified and fairly spread through-out the entire City. Some of the City's Open Space is privately owned such as The Barn Golf Course, while the City owns Wadman Nature Park, Shady Lane Park, Barker Park, and City Park.

Locations for future parks and open space are also identified in this land use classification on the Future Land Use Map, as there will be opportunities the City has, as development occurs, to encourage incorporating the development of these parks.

Land Use Classification	Implementing Zoning Districts
Rural Residential (0-1 DU/AC)	A-5 A-2
Very Low Density Residential (1-2 DU/AC)	RE-20
Low Density Residential (2-3 DU/AC)	RE-20 RE-15
Medium Density Residential (4-8 DU/AC)	<i>TBD***</i>
High Density Residential (8-14 DU/AC)	R-M* RMH-1* TOD**
Mixed Use	TOD** MU**
Neighborhood Commercial	C-1
General Commercial	C-2
Regional Commercial	<i>TBD***</i>
Employment/Business Park	MCM
Industrial	MP-1
Public/Quasi Public	<i>TBD***</i>
Parks/Open Space	<i>TBD***</i>

Land Use Classification & Zoning District Table

*Existing zoning districts only, City's policy is not to re-zone additional properties to these zoning districts.

** Zoning to be implemented in conjunction with approved Specific Area Plan only

*** Implementing zoning districts to be determined.

Public Comment

There have been no comments currently.

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

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ATTACHMENTS

- 1) 18.27 Commercial Zones C-1 & C-2
- 2) 18.26 C-1
- 3) 18.28 C-2

ATTACHMENT 1) 18.27 COMMERCIAL ZONES (C-1 & C-2)

CHAPTER 18.27 - COMMERCIAL ZONES (C-1 & C-2)

18.27.010 Purpose.

A. The purpose of this zone is to replace 18.26, 18.28, 18.30, 18.31 and consolidate commercial zoning to two classifications of commercial zones. The two zones are created based upon classification of the types of activity and whether the use is complementary and compatible with the zone. The zones are more fully described as follows:

1. Neighborhood Commercial, C-1 Zone.

a. Provides for the sale and supply of daily living needs for people in nearby neighborhoods.

b. Promotes uses that have few negative impacts with hours of operation that are compatible with adjacent neighborhoods. The range of uses is such that most people would be willing to live nearby.

2. General Commercial, C-2 Zone.

a. In addition to the uses contemplated in the C-1 zone, the general commercial zone allows for the full range of office, retail, service and entertainment needs of the city as a whole and the region of which it is a part.

b. Typical uses within the zone have impacts that necessitate substantial buffers to integrate the use within the community. Certain uses may not be compatible with adjacent single family homes. (Ord.2000-28, 12/12/00)

18.27.020 ZONE CHANGE REQUIREMENTS.

A. Each application for a C-1 or C-2 zone shall include conceptual drawings showing the general layout and concept for the proposed use(s). Such drawings should clearly display the proposed architecture and landscape themes, buffering, signs, access and other concepts pertinent to the development. Procedures outlined in Chapter 18.62, Rezoning Procedure and Development Agreement should also be followed.

B. A description of how the zone change supports the intent and purpose of the Pleasant View General Plan.

C. A development agreement may be required committing to the general concepts defined in "A" above or as determined through planning commission and city council hearings. (Ord.2000-28, 12/12/00)

18.27.030 USE REGULATIONS. In all C-1 or C-2 zones, only the uses enumerated within this chapter are allowed. Uses not clearly specified but substantially similar or customarily accessory to a listed use or category may be administratively allowed as determined by the community development coordinator. Appeals of such determinations shall be made to the Board of Adjustments within thirty days from the decision. (Ord.2000-28, 12/12/00)

18.27.040 SETBACK STANDARDS.

A. Front Yard.

1. The minimum setback for buildings and parking shall be twenty feet. Such areas shall be permanently landscaped except for access drives and pedestrian accommodations.

2. Commercial development located across the street or adjacent to a residential zone shall use the front yard setbacks required in that adjacent zone.
3. All structures shall be setback from the future right-of-way as defined in the Pleasant View City Major Street Plan.

B. Side Yard.

1. No setback is required unless,
 - a. The use lies adjacent to a residential use or zone. In that case, a twenty foot setback is required.
 - b. The use is located on a corner lot where in addition to the standard front yard setback, the side of the use facing another street shall have a twenty foot setback also.

C. Rear Yard.

1. Twenty feet where a commercial use lies adjacent to a residential zone. Such setback area is to be permanently landscaped.
2. Ten feet in all there cases.

D. Height Standards.

1. In all C-1 zones, two and one half stories or thirty-five feet unless adjacent to a residential use or zone. Structures in a C-1 zone adjacent to residential use or zone shall be setback an additional two feet for every foot of height over twenty feet from that residential area. In C-2 zones, that formula shall be three feet.
2. In all C-2 zones, the maximum height shall be five stories or sixty-five feet.

E. Screening.

1. A minimum six foot concrete or masonry wall shall be required in rear or side yards adjacent to residential zones or uses. Where future commercial use is contemplated in the Pleasant View General Plan, a waiver or substitute may be requested and approved, modified or denied by the planning commission.
2. To reduce noise and visual impacts, all mechanical equipment shall be screened from view.
3. Dumpsters shall be enclosed on three sides with a solid concrete or masonry wall that architecturally relates to the primary structure and shall be located at least thirty feet from residential zones. No dumpster shall be located in a required setback.

F. Landscape.

1. A minimum of fifteen percent of the gross area of the site shall be attractively and permanently landscaped.
2. Secondary water and permanent irrigation systems are required.
3. All landscaped areas shall have a combination of ground cover, shrubs, trees, and may include art, street furniture, patios, fountains and up to twenty-five percent impermeable materials. One tree for every three hundred square feet is required.
4. The entire site including landscaped areas shall be maintained in a healthy neat and orderly condition, free of weeds and litter. (Ord.2000-28, 12/12/00)

18.27.050 PARKING.

A. Access.

1. On a corner lot, no curb cut shall be located closer than sixty feet from the intersection of the curb lines from both streets.
2. No curb cut shall be located closer than twenty feet to a side lot line unless common curb cuts are used between uses.
3. In general, there shall be one curb cut for every three hundred feet of frontage. This requirement may be modified by written report from a professional transportation engineer or on recommendation from the city engineer.

B. Parking shall meet the following general standards;

1. Intensive retail - four spaces per one thousand square feet of gross floor area.

2. Low impact retail - three spaces per one thousand square feet of gross floor Area
 3. Restaurants - ten per one thousand square feet of gross floor area plus one half spaces for each employee on the highest employment shift (five spaces minimum for employees).
 4. Office – four spaces per one thousand square feet of gross floor area.
 5. Hotels/motels - one space per room if no in-room cooking provided, otherwise two spaces per room.
 6. Automotive repair, service or parts - three spaces per bay and three per one thousand square feet of gross retail space.
 7. Listed and unlisted uses may provide alternate data from a traffic engineer or other appropriate source which may be considered by the planning commission for use in a site plan.
- C. Parking stall size.
1. All parking stalls shall have a nine foot X eighteen foot minimum dimension except for stalls that do not include a two foot area for bumper overhang, where a twenty foot length shall be required. In addition, compact stalls may be a minimum of nine feet X sixteen feet and parallel parking stalls shall be ten feet X twenty-two feet.
 2. Any use may have up to twenty-five percent compact parking stalls.
 3. Aisle width should be a minimum of twenty-four feet for ninety degree parking and may decrease with one way angled parking to twenty feet for sixty degree, fifteen feet for forty-five degree and thirty degree and twelve feet for zero degree (parallel) parking.
 4. Compact spaces shall be labeled accordingly on the plan and on the pavement.
 5. Handicap stalls shall be provided, sized, and labeled as per the most current version of the Americans with Disabilities Act.
- D. Any area that requires stacking shall accommodate a minimum of three cars without infringing on access to the site.
- E. Parking lot lighting shall be required for any lot over ten spaces in size. Such lighting shall be directed away from residential areas and only toward the ground.
- F. Any parking lot adjacent to a residential use or zone shall be screened with an opaque fence or wall and landscaping to include trees.
- G. All parking lots shall be hard surfaced with asphalt or concrete or other substitute as approved by the city engineer. Such lots shall be appropriately graded to retain storm water and yet not become a hazard to the user.
- H. Lots with over twenty-five spaces shall include at least fifteen percent internal landscaping which shall include trees.
- I. Landscaped areas adjacent to streets and parking shall include a two and one half foot berm to reduce the visual impact of the parked cars, except for automotive sales. (Ord.2000-28, 12/12/00)

18.27.060 PERMITTED AND CONDITIONAL USES.

- A. A permitted use is a use by right in the zone and shall be allowed as long as it meets city standards as specified in the zoning ordinance. A site plan review is required with the planning commission but public notification is not required.
- B. A conditional use is a use that may only be appropriate if additional conditions beyond the standard requirements in this zoning ordinance are applied. A conditional use may be denied if the planning commission finds that it can not meet the standards of the zoning ordinance or cannot apply reasonable conditions to improve compatibility or that the use is not necessary or desirable at

that particular location as per Chapter 18.54. A conditional use requires a public hearing with the planning commission.

C. The following table lists categories of use and individual uses. "P" stands for permitted, "C" stands for conditional and "X" stands for not allowed. (Ord 2001-7, 4/10/01 and Ord.2000-28, 12/12/00)

LAND USE	C-1 ZONE	C-2 ZONE
Automotive, RV, Mobile Home Sales	X	C
Service	C	C
Gas Pumps	C	C
Adult Day Care Facility	C	C
Assisted Living Facility	C	C
Bed and Breakfast	C	C
Community Uses	P	P
Convenience Store	C	C
Fast Food Restaurant	C	C
Greenhouses	P	P
Hardware/Building Materials	X	C
Hospital	X	C
Hotel/Motel	X	C
Indoor Recreation/Entertainment	C	C
Major Retail (intensive)	X	C
Medical/Dental Office/Clinic & Vet	C	P
Neighborhood Services	P	P
Nursing Home/Elderly Housing	C	C
Office	C	P
Outdoor Recreation/Entertainment	X	C
Personal & Household Service	C	P
Private Club	X	C
Public Utility Installation	C	C
Rehabilitation/Treatment Facility	X	C
Unlicensed Rehabilitation/Treatment Facility	X	C
Restaurant (sit down):		
Without alcohol	C	P
With alcohol	X	C
Retirement Home	C	C
Self Storage	X	C
Shelter for the Homeless	X	C
Shopping Center	C	C
Signs:		
Signs on the building	P	P
(10% of first story face)		
Monument Sign	P	P
(6' high, max. 75 sq. ft.)		
Pole Sign	X	C
(15' setback, 35' high max., 200 sq. ft. max.)		
Temporary or mobile	X	C
Specialty Retail	C	C
State Store	X	C
Temporary Uses	C	P
Accessory Use to:		
A listed permitted use	P	P
A listed conditional use	C	P

18.27.070 SITE PLAN REQUIRED. For all permitted and conditional uses, detailed site, grading, drainage, landscape and utility plans are required. A checklist of requirements for the site plan shall be maintained by the city but the general intent is that any plan submitted shall be sufficiently detailed so that all issues pertaining to the development of the site can be clearly understood. Such plans shall be to scale. (Ord.2000-28, 12/12/00)

18.27.080 COMPLIANCE WITH CONDITIONS OF APPROVAL. All conditions of approval are permanent and binding. Failure to maintain improvements in a condition

similar to their original approved condition shall subject the owner or lessee to a fine of up to one hundred dollars for each day of noncompliance. Such violations may result in revocation of the business license and/or the conditional use. After written notice, if the violation is not brought into compliance within ten days, the fines and/or procedures specified above shall begin. (Ord.2000-28, 12/12/00)

ATTACHMENT 2) 18.26 C-1

Chapter 18.26 - C-1 Zone

18.26.010 Use Regulations. In commercial zone C-1, no building or structure or land shall be used and no building or structure shall be erected which is arranged, intended or designed to be used for other than one or more of the following uses:

- A. Art shop and artists' supplies; athletic goods store; art needlework shop;
- B. Automobile service station, excluding the repairing, painting or upholstering of motor vehicles; C. Bakery; baby formula service; barber shop; beauty parlor; bicycle shop; bird store; book store;
- D. Candy store; catering establishment; clothes cleaning or dyeing agency or pressing establishment, but not including cleaning or dyeing plants; confectionery; café or refreshment stand; cafeteria; Christmas tree sales; china and silver shop; coal and fuel sales office;
- E. Drug store; delicatessen; dramatics school, music and dancing instruction, diaper service;
- F. Florist; fruit or fruit juice store; frozen food lockers, incidental to a main grocery store or food business; fish store; fruit and vegetable stand;
- G. Gift shop, grocery; greenhouse; glass and china store;
- H. hardware store, not including sale of powered vehicles using motors greater than five horsepower; health food store; I. Ice cream shop; ice storage of not more than five tons capacity;
- J. Kindergarten; key and lock service;
- K. Laundry, automatic family self-help type; laundry agency; lending library, lunch service, commercial;
- L. Manufacture of goods to be sold at retail on the premises, provided such manufacture is conducted within a completely enclosed building and is clearly incidental to and operated in connection with a use permitted in this chapter;
- M. Medical and dental clinics and laboratories; milk distributing stations and sale of dairy products, but not including processing or bottling;
- N. Newsstand; notions; nurses, or baby sitters' agency;
- O. Office, business or professional; optometrist or oculist;
- P. Parking lot; public buildings and services; public utilities; photographer or sale of photography supplies; private schools, popcorn or nut shop;
- Q. Radio and television sales and repair;
- R. Stationery and greeting card sales; shoeshine shop; shoe repair shop; studios;
- S. Taxi stand; tailor shop;
- T. Accessory uses and buildings customarily incidental to the above.

(Ord. 87-17.03 (part), 1987: prior code §34-9-1)

18.26.020 Special Provisions. The stores, shops or businesses specified in Section 18.26.010 shall be retail establishments only and shall be permitted only under the following conditions:

A. Such businesses shall be conducted wholly within an enclosed building except for the parking of automobiles, and service to persons in automobiles.

B. All products, whether primary or incidental, shall be sold at retail on the premises, no beer shall be sold for consumption on the premises.

C. All uses shall be free from objections because of odor, dust, smoke, noise, vibration or other causes. D. Signs as follows:

1. Permitted Signs.

a. Any signs or name plate permitted in residential zone RE-20

b. Business signs, pertaining only to the use conducted, or service performed upon the premises, or business of occupants located on the premises.

2. One or more signs not exceeding in total area three square feet for each one linear foot of street frontage occupied by a commercial or industrial use. No one sign shall exceed two hundred fifty square feet in area and the combined total area of business signs for each separate use shall not exceed three hundred square feet. Where such use does not occupy frontage on a street, the use may have one or more signs not exceeding fifty square feet in combined total area.

3. Lighting of Signs-Exterior Lighting. Signs may be illuminated by indirect lighting, floodlights or luminous tubes which shall not be less than twelve millimeters in diameter and total electrical input shall not exceed thirty milliamperes. No floodlights shall be installed in any way which will permit direct rays of such light to penetrate into any property used for residential purposes. Animated signs are prohibited.

4. Location of Signs. Business signs shall not be located in any required yard, except that signs attached to a building may project not more than six feet into a required yard, and not less than ten feet above ground or sidewalk. Signs shall not project across any property line. Property, identification and service signs shall not be located closer than ten feet to any property line. Name plates may be located anywhere on the property.

5. Height of Signs. No sign shall be erected higher than the height of main building to which it is attached.

E. Site Plan.

1. Prior to the issuance of any building permit for any use permitted in this chapter, a complete site plan drawn to scale and in accordance with requirements of Chapter 18.58 shall be submitted for approval of the planning commission.

2. Such site plan shall show the total area planned for development, the location of existing and proposed buildings or structures, and including open space, streams or waterways, or land reservations whereon no buildings or structures shall be located. F. No building shall be constructed within the boundaries of any natural waterways or watercourse as determined by the city engineer wherein no buildings shall be constructed or land subdivided. Where buildings are to be constructed within fifty feet of the exterior boundaries of a flood channel existing at the effective date of the ordinance codified in this title, adequate measures must be taken as determined by the board of adjustment so as to protect the building or structure from damage due to floods and so as not to increase the hazard to surrounding lands and buildings.

G The required yard space shall be kept free of debris, refuse or other inflammable material which may constitute a fire hazard. (Ord. 87-17.03 (part), 1987: prior code §34-9-2)

18.26.030 Lot Area and Width. There are no lot area and width regulations, except for dwellings which shall have the same area and width requirements as for single-family dwellings in residential zone R-1. (Ord. 87-17.03 (part), 1987: prior code §34-9-3)

18.26.040 Yard-Side. Side yard regulations are the same as for residential zone R-1 for dwellings; for other buildings none, except that wherever a building is located upon a lot adjacent to a residential zone boundary, there shall be provided a side yard of not less than ten feet on the side of the building adjacent to the zone boundary line and on corner lots the side yard which faces on a street shall be not less than twenty feet. (Ord. 87-17.03 (part), 1987: prior code §34-9-4)

18.26.050 Yard-Front. The minimum depth of the front yard for all buildings, walls or fences more than two feet in height shall be twenty feet on all streets less than eighty feet in width, and fifty feet on all state or federal highways more than eighty feet in width. (Ord. 87-17.03 (part), 1987: prior code §34-9-5)

18.26.060 Yard-Rear. There are no rear yard regulations, except that on corner lots which rear upon the side yard of another lot in a residential zone, the minimum rear yard shall be ten feet. (Ord. 87-17.03 (part), 1987: prior code §34-9-6)

18.26.070 Building Height. No building or structure shall be erected to a height greater than two and one-half stories, or thirty-five feet. (Ord. 87-17.03 (part), 1987: prior code §34-9-7)

18.26.080 Lot Coverage. No building or structure or group of buildings with their accessory buildings shall cover more than sixty percent of the area of the lot. (Ord. 87-17.03 (part), 1987: prior code §34-9-8)

ATTACHMENT 3) 18.28 C-2

Chapter 18.28 - C-2 Zone

18.28.010 Use Regulations. In commercial zone C-2, no building, structure or land shall be used and no building or structure shall be erected which is arranged, intended or designed to be used for other than one or more of the following uses:

A. Any use permitted in residential zone R-5 or commercial zone C-1;

B. Automobile and/or trailer sales or rental, or parts sales; automobile service stations; automobile sales and repair, including only incidental body and fender work, painting, upholstering and welding; addressograph shop; athletic club; awnings sales and repair; advertising signs; billboards, business signs provided they conform to Chapter 18.42;

C. Bank; bath and massage; bus terminal; blueprinting or photostating; bird and pet shop; bowling alley;

D. Clothing stores; clothes cleaning and dyeing; china and silver shop; carbonated water sales; costumes rental;

E. Department store; drapery and curtain store; drive-it-yourself agency or business; dress-making; drive-in restaurants and refreshment stands, but not including sale of beer to be consumed on the premises; dry-goods store;

F. Electrical and heating appliances and fixtures, sales and repairs; express office; employment agency; embroidery store;

G. Fountain equipment supply; fur sales, storage or repair; frozen food lockers; fix-it shop; film exchange; furniture sales and repair; flooring or floor repair;

H. Gunsmith, gymnasium; golf courses, miniature; golf driving ranges;

I. Hardware; hobby shop; hemstitching shop; house and garden equipment display; health club; house-cleaning and repair;

hospital supplies;

J. Interior decorating store; insulation

sales; ice skating; K. Jewelry store;

L. Leather goods sales; luggage sales; linen

shop; laboratories; M. Monument sales,

retail; motel; motorboat sales; millinery;

N. Nursery, plant materials, soil and lawn service; novelty store;

O. Office supply; oil burner shop; ornamental iron, sales or repair;

P. Painter or paint store; plumbing shop; printing, lithographing or publishing;

pest extermination and control; paper hanger or wallpaper store;

Q. Railway express; radio station, F.M., and television stations; roofing sales; roller skating rink;

R. Second-hand store and antique shop if conducted wholly within a completely

enclosed building; shoe store; sewing machine shop; seed and feed stores, retail; sign

painting shop; soft water service and sale; commercial swimming pools; swimming pool equipment display and sales, retail;

S. Tobacco shop; travel bureau; taxidermist; towel and linen supply service; trade

school; typewriter and adding machine repairs; temporary revival churches; tire shop;

theater, indoor; transfer company; provided trucks no larger than two tons capacity are

used; tourist courts;

T. Upholstering

shop; U.

Variety store;

V. Weather-stripping shop; window-washing service;

W. Accessory uses and buildings customarily

incidental to the above. (Ord. 87-17.03 (part),

1987: prior code §34-10-1)

18.28.020 Special Provisions. The uses specified in Section 18.28.010 shall be permitted only under the following conditions:

A. All manufacturing shall be done wholly within a completely enclosed building and shall be incidental to and operated in connection with a use permitted in this chapter.

B. All uses shall be free from objections because of odor, dust, smoke, noise, vibration or other causes. C. Site Plan.

1. Prior to the issuance of any building permit for any use permitted in this chapter, a complete site plan drawn to scale and in accordance with requirements of Chapter 18.58 shall be submitted for approval of the planning commission.

2. Such site plan shall show the total area planned for development, the location of existing and proposed buildings or structures, and including open space, streams or waterways, or land reservations whereon no buildings or structures shall be located.

D. No building shall be constructed within the boundaries of any natural waterway or watercourse as determined by the city engineer wherein no buildings shall be constructed or land subdivided. Where buildings are to be constructed within fifty feet of the exterior boundaries of a flood channel existing at the effective date of the

ordinance codified in this title, adequate measure must be taken as determined by the board of adjustment so as to protect the building or structure from damage due to floods and so as not to increase the hazard to surrounding lands and buildings.

E. The required yard space shall be kept free of debris, refuse or other inflammable material which may constitute a fire hazard. (Ord. 87-17.03 (part), 1987: prior code §34-10-2)

18.28.030 Lot Area, Width, Coverage and Yard Regulations. Lot area, width and coverage and yard regulations are the same as for residential zone R-5 for dwellings, and same as for commercial zone C-1 for other buildings. (Ord. 87-17.03 (part), 1987: prior code §34-10-3)

18.28.040 Building Height. Building height regulations are the same as for residential zone R-5. (Ord. 87-17.03 (part), 1987: prior code §34-10-4)