

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

December 28, 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, December 28, 2021, **commencing at 6:00 PM.**

The agenda consists of the following:

Pledge of allegiance: Sara Urry

Opening Prayer, Reading or Expression of Thought: Sara Urry

Declaration of Conflicts of Interest

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

Consent Items:

- Minutes of September 14, 2021, October 26, 2021, November 9, 2021, November 16, 2021, November 30, 2021 and December 14, 2021

Business:

- 6:10 P.M. 1. Discussion and possible action to establish Voter Participation Areas (VPA) within the city. (Presenter: Daniel Wade with Weber County)
- 6:20 P.M. 2. Public Hearing - Discussion and possible action to consider adopting an A-4 Zone Ordinance designed for animals with a minimum lot area of 4 acres, Ordinance 2021-16. (Presenter: Jill Hunt)
- 6:35 P.M. 3. Public Hearing - Discussion and possible action to consider a rezone from C-2 to A-4 for property located at approximately 825 W between 2700 N and 2550 N, parcel 17-066-0023, Ordinance 2021-17. (Presenter: Jill Hunt)
- 6:50 P.M. 4. Discussion and possible action to consider granting final subdivision plat to Simon Goe Subdivision along with the development agreement, escrow, and the Long-Term Storm Water Management Agreement, property located at the north-end of Parkland Blvd from 2700 N. (Presenter: Jill Hunt)
- 7:00 P.M. 5. Discussion and possible action to consider approving a Memorandum of Understanding with the State Debt Collection for the collection of debt owed to the Pleasant View City Justice Court. (Presenter: Laurie Hellstrom)
- 7:10 P.M. 6. Presentation and possible action to adopt the Public Works Organization Chart subject to budgetary constraints and incremental implementation. (Presenters: Amy Mabey and Tyson Jackson)
- 7:30 P.M. 7. Closed Meeting.
- 8. Discussion and possible action from the closed meetings.

Other Business

Adjournment

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

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

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

September 14, 2021

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

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Kevin Bailey
Steve Gibson
David Marriott
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Tyson Jackson
Jill Hunt

VISITORS:

Dana Shuler	Steve Carlson (via Zoom)
Paul Pitcher	Elaine Pitcher
James Threlkeld	Kristi Holley
Chad Holley	Craig Rees
Scott Hadley	Lori Lee
Melaine Dahl	Stephen Lee
Derek Draper	Gary Lee
Karen Jones	Bree Schvaneveldt
Jordon Foremester	Max
Gennere Blanchard	Mitchell Wheeler
Bonnie Clark	Danielle Jeppson
Ralph Dunkley	Brad Wilden
Jeff Clark	R. Staffer
Tim Baker	Branon Shupe
Allison Offesen	Keith Buswell

Pledge of Allegiance: Dave Marriott

Opening Prayer, Reading or Expression of Thought: Dave Marriott

Declaration of Conflicts of Interest:

Councilmember Arrington and Urry: we are on the Pickleball committee.

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

Derek Draper: I am running for mayor. Attached is a handout from Derek on his questions. One question from Derek was on pickleball and because it just showed up on Facebook you are addressing it. CM Arrington: I have been working on this for 6 months.

Consent:

Motion was made by CM Gibson to approve the minutes of June 22, 2021, August 10, 2021 and August 24, 2021 and the closed Minutes of October 13, 2020 (2 sets), October 27, 2020, November 10, 2020, November 24, 2020, December 8, 2020, December 14, 2020, December 15, 2020, February 9, 2021, February 16, 2020, March 23, 2021, June 22, 2021 (2 sets), and July 13, 2021. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Business:

1. Pickleball presentation. (Presenters: Paul Pitcher and Steve Carlson)

Paul and Elaine Pitcher gave a slide show presentation on pickleball. Mayor Call: what is the city vs non-city resident participation? Paul Pitcher: 30% to 40% Pleasant View residents. Amy Mabey: there is no funds programmed for this at this time. CM Marriott: this will bring people into the city. CM Arrington: thank you to the committee. They put tons of work into this. No action taken.

2. Discussion and possible action to consider approving final subdivision plat and escrow to Osage Court Subdivision located at approximately located at the southeast corner of HWY 89 and 1325 W. (Action tabled from August 24, 2021). (Presenter: Jill Hunt)

Jill Hunt: this is off of Hwy 89. There is no entrance from HWY 89. The plat of 8 lots was shown. The escrow has been verified and it is posted. CM Gibson: do they have secondary water? Jill Hunt: yes. CM Bailey: what about storm sewer? Jill Hunt: it has been addressed. The infrastructure has not been installed but it is included in the escrow.

Motion was made by CM Gibson to approve final subdivision plat and escrow to Osage Court Subdivision located at approximately located at the southeast corner of HWY 89 and 1325 W. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

3. Discussion and possible action to consider amending the Mixed-Use Zone Ordinance in Title 20, Ordinance 2021-8. (Action tabled from August 24, 2021). (Presenter: Jill Hunt)

Jill Hunt: the changes are listed on the staff report i.e. added a definition of office/warehouse and the MU Central contractor equipment is permitted 100' instead of 500' off of Hwy 89, a change to the residential component. CM Arrington: I still have heartburn on 1.8 parking places. Jill Hunt: they need the bare minimum but need a study. CM Arrington: can it be changed to 2 parking places? Mayor Call: everyone has two cars.

Motion was made by CM Urry to approve the amendment to the Mixed-Use Zone Ordinance in Title 20, Ordinance 2021-8 with requiring 2 parking spaces per unit from 1.8. 2nd by CM Marriott. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

4. Discussion and possible action to approve the issuance of a Request for Proposals for Street Lighting Installation, Operation, and Maintenance.

(Presenter: Dana Shuler)

Dana Shuler: for the next step on the street light program we need an RFP to get a contractor for installation, operation and maintenance for the streetlights. The lights are being purchased by the city through Stephens Sales. It will cover 12 subdivisions. CM Marriott: do we know how much has been escrowed? Dana Shuler: we have an estimate but previous subdivision escrowed for streets light assuming they were Rocky Mtn Power streetlights.

Motion was made by CM Bailey to approve the issuance of a Request for Proposals for Street Lighting Installation, Operation, and Maintenance. 2nd by CM Arrington. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

5. Discussion and possible action to make two appointments to the Planning Commission. (Presenter: Mayor Call)

Motion was made by CM Bailey to approve the appointment of Dan Crandall as a member to the planning commission. 2nd by CM Urry. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

6. Closed Meeting.

No closed meeting

7. Discussion and possible action from the closed meetings.

No closed meeting.

OTHER BUSINESS:

Tyson Jackson: we are not crack sealing. There are two PWD positions to be filled.

Ryon Hadley: a motorcycle was stolen and an arrest was made. The Light House group home is flaring up again. There were drug violations at WHS on the first day of school.

Amy Mabey: I, Jill and two planning commission members attended APA conference last week. The topics were middle housing, growth of cities, growth of cemeteries.

CM Arrington: is the canine officer on the books with the city council?

CM Gibson: a shout-out on the food truck events. Thanks Sara Urry. Mayor Call: has West Nile been found? CM Gibson: there have been a lot of positive pools.

CM Urry: thanks to staff for working several jobs.

CM Marriott: fiber meeting is next week.

CM Bailey: people are stepping up on donations for the veteran's memorial. Mayor Call: are we still on for November 11th?

Mayor Call: I hope everyone had a chance to go to the 911 presentation at the fair ground.

Adjournment: 7:24 P.M.

DRAFT

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

October 26, 2021

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

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Kevin Bailey (via Zoom)
Steve Gibson
David Marriott
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Tyson Jackson
Jill Hunt
Ryon Hadley
Brady Benson

VISITORS:

Derek Draper Manya Stolrow

Pledge of Allegiance: Leonard Call

Opening Prayer, Reading or Expression of Thought: Leonard Call

Declaration of Conflicts of Interest:

None were given.

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

Derek Draper: will there be more discussion and what is the process on getting the crosswalks resolved and there are two street signs going east that are blocked by trees.

Consent:

Motion was made by CM Urry to approve the minutes of September 28, 2021 and October 19, 2021. 2nd by CM Arrington. Voting aye: CM Ann Arrington, CM Gibson, CM Marriott, CM Urry. 4-0

Business:

1. Discussion and possible action to appoint Manya Stolrow as a Planning Commission Alternate. (Presenter: Mayor Call)

Motion was made by CM Arrington to approve the appointment of Manya Stolrow as a member to the planning commission. 2nd by CM Gibson. Voting aye: CM Ann Arrington, CM Gibson, CM Marriott, CM Urry. 4-0

2. Introduce the Pleasant View City Canine Officer. (Presenters: Ryon Hadley and Officer Benson)

Officer Benson introduce the Pleasant View City Canine Officer.

3. Discussion and possible action to consider granting final acceptance of Jensen Estates Phase 1 and end the guarantee period. (Presenter: Jill Hunt)

Jill Hunt: the punch has been finished and a final inspection done. The city will take over the improvements and the escrow will go back to the developer.

Motion was made by CM Urry to grant granting final acceptance of Jensen Estates Phase 1 and end the guarantee period. 2nd by CM Marriott. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

4. Public Hearing – Discussion and possible action to amend the budget for the 2021-2022 fiscal year, Resolution 2021-I. (Presenter: Laurie Hellstrom)

Motion was made by CM Gibson to go into a public hearing to consider amending the budget for the 2021-2022 fiscal year. 2nd by CM Urry. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Laurie Hellstrom reviewed the resolution with the council. Amy Mabey: there is a retainage and bonus for the PWD in the budget. We can't lose any more employees. It is \$9,500, \$1k for fulltime and \$500 for parttime PWD employees. It will be a lump sum. We are currently working to redefine and have a work chart and try to create a solution. This is not only happening in our city and also with the police. With the city's growth we are understaffed. CM Bailey: this is only for the PWD? Amy Mabey: yes.

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

Motion was made by CM Gibson to adopt Resolution 2021-I amending the 2021-2022 fiscal year budget. 2nd by CM Arrington. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

5. Closed Meeting.

No closed meeting

6. Discussion and possible action from the closed meetings.

No closed meeting.

OTHER BUSINESS:

Tyson Jackson: thank you from the PWD department. I will get the message out there. We are getting the plows ready. We will work on clearing for the poles for the veteran's memorial on Monday. Amy Mabey: there is a delay in getting the stones.

Ryon Hadley: we got a Jag Grant for an ID card machine. We are doing a Shop with a Cop along with Harrisville police.

Amy Mabey: do you have any suggestions for the OWATC scholarship? November 16th there is a meeting to canvas the election.

CM Arrington: I think we should have a work session to discuss fiber with the council.

CM Urry: a few of us attended the RAMP training. I am on the Parks and Recreation RAMP Committee. Santa and pictures will happen December 11th.

CM Marriott: thanks Tyson. It is hard to go without staff - work on that. There is a lot of information to understand with fiber.

Mayor Call: we have a meeting with North Ogden to talk fiber and we want to see where they are at. The Skyline Drive project will need help from State and Federal monies to help with the \$50M project. Pleasant View can't carry that burden. The city council will have a Christmas party December 10th. We will add a work session for fiber on November 16th.

Adjournment: 7:06 P.M.

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

November 9, 2021

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

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington (via Zoom)
Kevin Bailey
Steve Gibson
David Marriott
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Ryon Hadley
Tyson Jackson

VISITORS:

Dana Shuler	Amanda Payne
Weston Hardy	Aaron Olson
Andy Nef	Dave Laloli
Jeremy Scheer	Ryan Wicknick
Tony Pitman	Stu Gibby
Derek Draper	

Pledge of Allegiance: Sara Urry

Opening Prayer, Reading or Expression of Thought: Sara Urry

Declaration of Conflicts of Interest:

None were given.

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

None were given

Business:

1. Discussion and possible action to grant an exemption to the Home Occupation conditions for a business to be conducted outside the primary premise located at 1080 W 3150 N to the premise located at 3361 N 850 W for an ultrasonic cavitation procedure business. Requester: Amanda Payne. (Presenter: Laurie Hellstrom)

Laurie Hellstrom presented the information from the staff report. Amanda Payne: it is liposuction. We will not have clients together or do procedures together. I have a

professional license and each of us have our insurance and licensed to do the procedure.

Motion was made by CM Urry to grant an exemption to the Home Occupation conditions for a business to be conducted outside the primary premise located at 1080 W 3150 N to the premise located at 3361 N 850 W for an ultrasonic cavitation procedure business. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

2. Discussion and possible action to consider approval of preliminary subdivision plat to Matthew Meadows Subdivision, 14 lots, located at 1650 W Hwy 89, parcels #19-014-0054, 19-014-0055 and 19-014-0031, petitioners Fred Bollingbroke and Jeff Bollingbroke. (Presenter: Jill Hunt)

Jill Hunt: the location is off of Hwy 89 and Pleasant View Drive. The plat was shown. Parcel A is the detention basin. Himmelright's own a sliver. It will be fenced along Hwy 89. They are waiting for a permit for entrance from UDOT onto Hwy 89. The lots meet the requirements. Mayor Call: this is conditioned on approval from UDOT. CM Bailey: are the Himmelright's ok? Jill Hunt: they met our standards and zone. It doesn't touch this property and access is still the same. CM Arrington: is the UDOT access for Dickamore also? Jill Hunt: yes. it depends on their application. Mayor Call: I am sure UDOT will limit accesses but that is up to UDOT. They may need to come back for an approval on a new plan.

Motion was made by CM Bailey to approve preliminary subdivision plat to Matthew Meadows Subdivision contingent on UDOT's allowing an access as laid out and other staff report conditions. 2nd by CM Arrington. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

3. Discussion and possible action to consider approval of final subdivision plat and escrow approval to Heart of Pole Patch #3, 7 lots, located at 250 W 4500 N, parcel #16-357-0010, petitioners Aaron Olsen and Johnny Ferry. (Presenter: Jill Hunt)

Jill Hunt showed the location and layout. They received preliminary about a month ago. The escrow agreement is posted, signed and the mylar is ready to sign. It meets the ordinance. Staff recommends approval. CM Gibson: what about the sidewalk issue? Jill Hunt: it will abut to the curb and 5 feet.

Motion was made by CM Gibson to approve final subdivision plat and escrow approval to Heart of Pole Patch #3. 2nd by CM Urry. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

4. Discussion and possible action to consider a roadway dedication at 1740 W 2700 N to Pleasant View City. Petitioner: Dee Hansen. (Presenter: Jill Hunt)

Jill Hunt show the plat. The entrance is to a commercial development. It is paid and up to city standards. CM Arrington: is it to industrial standards? Dana Shuler: it is thicker payment sections.

Motion was made by CM Gibson to approve the roadway dedication at 1740 W 2700 N to Pleasant View City. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

5. Public Hearing – Discussion and possible action to consider a rezone from a split zone of RE-20 (residential) and A-2 (agriculture) to RE-20 (residential) located at approximately 3453 N 1000 W, parcels 17-062-0045 and 17-062-0099, petitioner Stuart Gibby, Ordinance 2021-10. (Presenter: Jill Hunt)

Motion was made by CM Bailey to go into a public hearing to consider a rezone from a split zone of RE-20 (residential) and A-2 (agriculture) to RE-20 (residential) located at approximately 3453 N 1000 W, parcels 17-062-0045 and 17-062-0099. 2nd by CM Marriott. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Jill Hunt showed the location and plat with zoning. Stu Gibby would like to build a home but he doesn't have the two acres. The proposal is to zone it to RE-20 for both lots. It fits the General Plan and it will clean up the zoning. Staff recommends rezoning it to RE-20. Mayor Call asked for comments from the public. None were given.

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

Motion was made by CM Gibson to adopt 2021-10, a rezone from a split zone of RE-20 (residential) and A-2 (agriculture) to RE-20 (residential) located at approximately 3453 N 1000 W, parcels 17-062-0045 and 17-062-0099. 2nd by CM Bailey. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

6. Public Hearing – Discussion and possible action to consider an amendment to Pleasant View City's General Plan and Future Land Use Ordinance for amendments to the east side of the city, Ordinance 2021-11. (Presenter: Jill Hunt)

Motion was made by CM Urry to go into a public hearing to consider an amendment to Pleasant View City's General Plan and Future Land Use Ordinance for amendments to the east side of the city. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Jill Hunt reviewed items 6, 7 & 8 from a presentation. Jill Hunt: we recommend the MUW amendment. The MUE we were asked to amend it with a residential component. The verbiage change is from a 50% residential to 75% in the MUW. The staff recommends denial of the MUE change.

CM Arrington: the MUE now has no residential component? Jill Hunt: correct. CM Urry: this MUW change is in line with the General Plan. Mayor Call: any comments from the public? Tony Pitman: I support staff and the planning commission's recommendation. In the MUE, I understand that this is a project with a residential component and that causes a red flag. The project should stand alone. Dave Laloli: I am from Plain City. I own the land on 2700 N (in the MUE area). I requested this. The project can stand alone. We believe you can get over-saturated with commercial. We are planning for casual dining. This would secure a staple target and bring in and attract high quality dining. My request is the same as that for the MUW area. Mayor Call: have you calculated the project with 70%? Dave Laloli: with a 1-to-2-acre land with 70 units and three story walk up. Mayor Call: what about parking? Dave Laloli: we would have an access agreements and up to city standards. Mayor Call: Tyson, do you see a problem for water with that many units? Tyson Jackson: it is more to do with updating the planning and studies and the CFP's not with providing water. We need the plans for infrastructure. CM Urry: plans need to be updated for more density? Tyson

Jackson: yes. One area would affect another area. It is not just one change. Ryan Wicknick: I have worked with Dave Laloli on projects and a residential component helps. Projects want to know that there are bodies and it creates more success.

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

CM Gibson: 70 units to support a business may not make a big difference. That seems like a stretch to me. We are drawing a line on the General Plan. I can't support this high density. In 10 to 15 years I think that would be a problem and with increased policing. It could be nice now but down the road not so. We have a plan and we need to stick with it. CM Marriott: we don't have much commercial area. We don't need residential there. CM Urry: I agree with CM Gibson and CM Marriott. We have a line for commercial. We have held out this long for commercial.

Motion was made by CM Urry to deny the amendment to ordinance 2021-11 (MUW General Plan amendment) based on the staff's and planning commission's recommendations. 2nd by CM Arrington. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

7. Public Hearing – Discussion and possible action to consider an amendment to Pleasant View City's General Plan and Future Land Use Ordinance for amendments to the west side of the city, Ordinance 2021-12. (Presenter: Jill Hunt)

Motion was made by CM Gibson to go into a public hearing to consider an amendment to Pleasant View City's General Plan and Future Land Use Ordinance for amendments to the west side of the city. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Mayor Call: any comments from the public? No comments from the public.

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

CM Gibson: I feel bad to draw a line on the General Plan on the west side. Mayor Call: the reason is infrastructure and water.

Motion was made by CM Gibson to approve Ordinance 2021-12 (amendment to Pleasant View City's General Plan and Future Land Use Ordinance for amendments to the west side of the city). 2nd by CM Bailey. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

8. Public Hearing – Discussion and possible action to consider amendments to the Mixed-Use East zone in Chapter 20.40 to add a residential component and change the boundary, Ordinance 2021-13. (Presenter: Jill Hunt)

Amy Mabey: strike this from the agenda.

9. Discussion and possible action to consider a resolution establishing an intent to modify city recreational offerings by expanding pickleball courts at Pleasant View Park, Resolution 2021-J. (Presenter: Amy Mabey)

Amy Mabey: this to have a formal agreement. This is contingent on funding. If we move forward RAMP funding will be applied for. CM Urry: we need to go forward and look for donations. CM Gibson: I don't want another lemon. Amy Mabey: this will become a city asset. The \$5k is for seed money to help them. CM Arrington: the

PVPA's intent is to hand the courts over to the city. We are asking to move forward and get funding. Mayor Call: we are not moving the recreation building with this.

Motion was made by CM Gibson to enter into the agreement according to Resolution 2021-J. 2nd by CM Urry. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

10. Discussion and possible action to approve an auditing engagement agreement with Child Richards CPAs & Advisors for the 2021 fiscal year. (Presenter: Laurie Hellstrom)

Motion was made by CM Bailey to approve the auditing engagement agreement with Child Richards CPAs & Advisors for the 2021 fiscal year. 2nd by CM Marriott. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

11. Discussion and possible action to approve a new job position of a fulltime Animal Control/Code Enforcement Officer. (Presenter: Amy Mabey)

Amy Mabey: the code enforcement will be taken from Jill Hunt to this position. I have talked to the Chief and this will be a fulltime position along with animal control. There is a safety concern with the administration doing code enforcement. This would be someone with a uniform. This would be \$68K more. The job would start in January and the budget would be an additional \$37K. CM Bailey: has the job been posted? Ryon Hadley: the current animal control officer is retiring. CM Gibson: we are weak in enforcing. It needs some teeth. I want to see this rebuilt.

Motion was made by CM Bailey to approve the new job position of fulltime Animal Control/Code Enforcement Officer. 2nd by CM Urry.

Discussion: CM Marriott: it needs teeth but it needs to be backed up by the city council. We need to make the tough decisions and hold to it. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

12. Public Hearing – Discussion and possible action to amend the budget for the 2021-2022 fiscal year for engineering fees to review expanding pickleball courts, a fulltime animal control/code enforcement officer and auditing services, Resolution 2021-K: (Presenter: Laurie Hellstrom)

Motion was made by CM Bailey to go into a public hearing to consider amending the budget for the 2021-2022 fiscal year for engineering fees to review expanding pickleball courts, a fulltime animal control/code enforcement officer and auditing services. 2nd by CM Marriott. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Laurie Hellstrom reviewed the budget amendments. Dereck Draper: where is the money coming from? Amy Mabey: from the carryover.

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

Motion was made by CM Bailey to approve Resolution 2021-K, amending the budget for the 2021-2022 fiscal year budget. 2nd by CM Arrington. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

13. Present the Storm Water Management Plan. (Presenters: Dana Shuler and Tyson Jackson)

Dana Shuler presented the new plan. Under the requirements of Utah it needs to address education, publication, discharge, etc. This is a housekeeping item. The old plan was 300 pages. We didn't include the appendices. This forces people to be stewards. It deals with water quality. Mayor Call: I am concerned with LID because nothing gets out to the lake anymore. Dana Shuler: I am preparing a letter on that for you. I don't know the results yet. No action. Presentation only.

14. Purchase of 2022 HV613 10-Wheeler with full snowplow package in the amount of \$219,927.30. (Presenter: Tyson Jackson)

Tyson Jackson: this is in the budget from 5 different departments. This is not 4-wheel drive and is to be used to haul out of the decant. CM Arrington: are you retiring any from the fleet? Tyson Jackson: the 1994 and 2001 sander.

Motion was made by CM Gibson to approve the purchase of 2022 HV613 10-Wheeler with full snowplow package in the amount of \$219,927.30. 2nd by CM Marriott. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

15. Closed Meeting.

No closed meeting

16. Discussion and possible action from the closed meetings.

No closed meeting.

OTHER BUSINESS:

Amy Mabey: if you are interested in a ride along with the police let me know. At the City Manager's conference they emphasized training. We have asked the property owners on 1000 W street (north-end) to donate the ROW for curb and gutter.

CM Arrington: there is chatter on Facebook regarding speeding. Should this be on the agenda and get the speed trailer for data?

CM Gibson: Woodruff Auto has been in the city 30 years. He has been a supporter of the car show for 25 years.

Mayor Call: there is a meeting next week.

Adjournment: 7:56 P.M.

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

November 16, 2021

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

MAYOR: Leonard Call

COUNCILMEMBERS: Ann Arrington
Kevin Bailey
Steve Gibson
Dave Marriott
Sara Urry

STAFF: Debbie Minert Amy Mabey (via Zoom)

VISITORS: Doug Clark Phillip Nelsen
Casey Whiteley

Pledge of Allegiance: Dave Marriott

Opening prayer, Reading or Expression of Thought: Dave Marriott

Declaration of Conflicts of Interest:

None

1. Canvass the municipal election of November 2, 2020. (Presenter: Mayor Call)

Mayor Call gave a summary of the election, including all total vote numbers for all candidates.

Motion was made by CM Bailey to accept the canvass of the election of Phillip Nelsen and Steve Gibson to two City Council seats. 2nd by CM Marriott. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 5-0.

Motion was made by CM Arrington to accept the canvass of the election of Leonard Call to the position of Mayor. 2nd by CM Bailey. Voting aye: CM Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 5-0.

2. Fiber Optics workshop. (Presenters: CM Dave Marriott & CM Ann Arrington)

CM Marriott and CM Arrington gave an update of the direction that the Fiber Optic Committee is currently going in, including getting the opinions of all council members regarding fiber. There was an in-depth discussion among the council members, mayor, and Casey Whiteley from the fiber committee. The committee will take some of the information and ideas gathered from the discussion and come back with numbers and data to present to the Council.

3. Other Business.

The regularly scheduled City Council meeting will be moved from 11/23/21 to 11/30/21 so that the Council can deliver 100 Thanksgiving meals to families on the 23rd. Weber Human

Services will be coming to our meeting on 12/14/21 to talk to us about their ideas for a substance abuse treatment center at the charter school on the north end of Highway 89. There was a meeting about cemetery property.

Motion was made by CM Arrington to adjourn. 2nd by CM Bailey.

Adjournment 7:35 pm

DRAFT

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

November 30, 2021

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

MAYOR: Leonard Call

COUNCILMEMBERS: Kevin Bailey
Steve Gibson
Dave Marriott
Sara Urry

STAFF: Debbie Minert Amy Mabey
Ryon Hadley Jill Hunt (via Zoom)

VISITORS: Yvonne Tams Travis Tams
Dana Shuler

Pledge of Allegiance: Kevin Bailey

Opening prayer, Reading or Expression of Thought: Kevin Bailey

Declaration of Conflicts of Interest:

None

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

None

1. 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)

Dana Shuler presented all of the agreements and the final plat approval. There was a rousing discussion specifically about how interest will be calculated in the Protection Strip Agreement. The decision was made to make the following changes to the Protection Strip 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, not compounded interest, as defined by the Federal Open Market Committee (FOMC) and/or Internal Revenue Service (IRS) current interest rate averages, not compounded interest, 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.~~

Motion was made by CM Gibson to approve the Development Agreement (item a) for Rockwell Estates. 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Gibson to approve the Escrow Agreement (item b) for Rockwell Estates. 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Bailey to approve the Protection Strip Agreement (item c), with the previously mentioned changes, for Rockwell Estates. 2nd by CM Gibson. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Gibson to approve the Final Plat (item d) for Rockwell Estates, with . 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

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: Jill Hunt)

Motion was made by CM Bailey to go into a public hearing. 2nd by CM Urry. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Jill Hunt presented the reasons for vacating, and stated that all requirements have been met. No comments from the public.

Motion was made by CM Gibson to go out of a public hearing. 2nd by CM Marriott. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Gibson to approve the vacating of the easement. 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

3. Annual Storm Water Training (Presenter: Dana Shuler)

Dana Shuler presented a comprehensive storm water training, which is required by law.

4. Public Hearing – Discussion and possible action to adopt the 2021 Storm Water Management Plan, Resolution 2021-L. (Presenter: Dana Shuler)

Motion was made by CM Urry to go into a public hearing. 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

No comments from the public.

Motion was made by CM Gibson to go out of a public hearing. 2nd by CM Marriott. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Gibson to adopt the 2021 Storm Water Management Plan, Resolution 2021-L. 2nd by CM Bailey. Roll call vote: CM Bailey: aye, CM Gibson: aye, CM Marriott: aye, CM Urry: aye. Motion passed 4-0.

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: Jill Hunt)

Motion was made by CM Bailey to go into a public hearing. 2nd by CM Urry. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Jill Hunt listed the reasons for repealing Zones C-1 and C-2 which are to clean up our zoning ordinances. Amy Mabey reiterated that the language to transition to a commercial focus was already in the ordinance, and this is just a formal action.

No comments from the public.

Motion was made by CM Gibson to go out of a public hearing. 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Bailey to repeal C-1, chapter 18.26 and C-2, chapter 18.28, Ordinance 2021-14. 2nd by CM Urry. Roll call vote: CM Bailey: aye, CM Gibson: abstain, CM Marriott: aye, CM Urry: aye. Motion passed 3-1.

6. Closed Meeting

Motion was made by CM Urry to go into a closed meeting. 2nd by CM Bailey. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

Motion was made by CM Gibson to go out of a closed meeting. 2nd by CM Marriott. Voting aye: CM Bailey, CM Gibson, CM Marriott, CM Urry. Motion passed 4-0.

7. Other Business

Ryon Hadley: There was a house fire on Majestic Circle, and officers who responded will be honored on December 14, 2021. North Ogden and possibly Harrisville will be there. Saturday, December 4, 2021 will be Shop with a Cop. There was a lock down at Weber High School today. Lexus Goodpasture will be promoted to detective and Shawn Read will be promoted to patrol sergeant. Kai passed his marijuana training.

Amy Mabey received thank you emails about the ATC scholarships.

CM Marriott has received feedback from a resident concerned about our involvement in the Bonneville Shoreline Trail. We should have a citizen committee to extend the trail from Nephi.

CM Gibson will be recognizing Woody at the beginning of the next City Council meeting on December 14, 2021.

Mayor Call reminded everyone of the Council Christmas party at his house on December 10, 2021.

Motion was made by CM Gibson to adjourn. 2nd by CM Bailey.

Adjournment 8:29 pm

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

December 14, 2021

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

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Kevin Bailey
Steve Gibson
David Marriott
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Ryon Hadley
Robbie Done
Anthony Bersamin
Makray Joseph
Lance Donnelson
Braxten Lucas
Stetson Talbot

VISITORS:

Derek Draper	Hunter Bersamin
Aws & YN Bersamin	Melissa Bersamin
Dan Crandell	Andi Beadles
Brent Spiers	David Larsen
Bryan Higgs	Kevin Tams
David Hanline	Diane Hanline
Dirk Quinney	Clark Crowther
Tyler Vincent	Kevin Eastman
Elaine Larson	Norman Larson
Hayden Price	Corrie Done
Pearl Edwards	Jamie Edwards
Aiden Rodurte	Lacie Barnes
Vickie Barney	J Barney

Pledge of Allegiance: Leonard Call

Opening Prayer, Reading or Expression of Thought: Leonard Call

Declaration of Conflicts of Interest:

None were given.

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

Derek Draper: following up on the speed data gathering. Ryon Hadley: because of the weather we put it away so it doesn't get slide into.

Consent:

Motion was made by CM Marriott to approve the minutes of October 12, 2021 and the bills of Pleasant View City. 2nd by CM Arrington. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

Business:**1. Presentation and recognition of Pleasant View, North Ogden and Harrisville Police Officers. (Presenter: Ryon Hadley)**

Ryon Hadley and Stetson Talbot recognized several police officers and presented to them the 'Life Saving Award' for saving two individuals and their animals from a house fire on November 23rd. The following officers were recognized: Robbie Done with Pleasant View City, Anthony Bersamin with North Ogden City, Brandon Dias with North Ogden City, Makray Joseph with North Ogden City, Nick Francis with Harrisville City, and Tyler Jensen with Harrisville City. Stetson Talbot: we have good relationships with other agencies and the North Ogden Fire. Mayor Call: this is a joint cooperation and also to include the dispatchers in this effort.

2. Presentation and recognition of Woodruff Auto Service. (Presenter: Mayor and Council)

David Hanline with Woodruff Auto Service was recognized for a longtime business in Pleasant View City with a name known and trusted in the community. CM Urry and CM Gibson presented kind words and the recognition.

3. Award the Ogden-Weber Tech College one-year tuition scholarship. (Presenter: Mayor Call)

Kelly Fleenor, who could not be in attendance, was awarded the Ogden-Weber Tech College one-year tuition scholarship.

4. Presentation from Weber Housing Authority regarding the Potential Recovery Community Project. (Presenter: Andi Beadles with Weber Housing Authority)

Kevin Eastman, Director of Weber Human Services, and Andi Beadles, Executive Director of Weber Housing Authority presented the Recovery Community Project idea for a mental health and substance abuse recovery site and to help reduce the housing burden for this group. They would like to locate it at the vacant charter school on Hwy 89. Later they want to expand and have housing next to the facility. The council was open and supportive of the Recovery Community Project but not to the expanding of the housing element.

5. Discussion and possible action to consider approving Wasatch View North Commercial Subdivision Phase 2, located 1700 W 2700 N, applicant Dee Hansen. (Presenter: Jill Hunt)

No action. This is a minor subdivision and only needs approval from the Planning Commission.

6. Discussion and possible action to consider participation in an Opioid Settlement Agreement, Resolution 2021-M. (Presenter: Amy Mabey)

Amy Mabey: the Utah League of Cities and Towns (ULCT) has encouraged us to sing onto this to potentially recoup costs to address the opioid problem.

Motion was made by CM Bailey to approve the participation in an Opioid Settlement Agreement, Resolution 2021-M. 2nd by CM Urry. Roll call vote. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

7. Discussion and possible action to consider approving a Memorandum of Understanding with the State Debt Collection for the collection of debt owed to the Pleasant View City Justice Court. (Presenter: Laurie Hellstrom)

Mayor Call: I would like to have a review by Mike Houtz, Gage Arnold and Ryon Hadley.

Motion was made by CM Arrington to table this item. 2nd by CM Bailey. Voting aye: CM Ann Arrington, CM Bailey, CM Gibson, CM Marriott, CM Urry. 5-0

8. Closed Meeting.

No closed meeting

9. Discussion and possible action from the closed meetings.

No closed meeting.

OTHER BUSINESS:

Ryon Hadley: we have hire three new officers and we are accepting Animal Control/Code Enforcement applications.

Amy Mabey: I think we should look into campaigning for Trader Joe's to come to the city. We held the Transportation Master Plan kick off meeting with Parametrix. We are also including the high school area. Mayor Call: it won't be until spring when we get the light at the high school.

Laurie Hellstrom: you received the business license list for renewals and new business licenses.

CM Arrington: we are receiving Pickleball donations and working on the RAMP grant match. We had a landscape architect donate their work. Can this be put on the Facebook page? Yes. We met with Farr West City regarding what they are doing with fiber. We are trying to find a good match.

CM Bailey: the stone should be here this week for the veteran's monument. The funding is in good shape. Amy Mabey is working on the list of veterans. Hopefully a ribbon cutting the third week in May. The list needs to be put to the community for review. Amy Mabey: I will do that mid-January.

CM Urry: Keith Priest resigned from the Planning Commission. Andy Nef will be planning commission chair and Julie Farr will be vice chair. Mayor Call: let me know

named for the planning commission replacement. CM Arrington: we need to send a thank you letter to Keith Priest.

CM Gibson: I talked to a North Ogden Councilmember and their opinion is they are looking for pickleball and they may want to do a community court with us.

Mayor Call: have a Merry Christmas. We will be meeting the 28th.

Adjournment: 7:23 P.M.

DRAFT

Code reference 20A-7-401.3.

1. A 3rd or 4th class city is required to establish **four Voter Participation Areas (VPA)** within their city. VPA are used only in conjunction with a city referendum or initiative.

- How are VPA used?
 - In order for a referendum or initiative to pass, the sponsors are required to collect a certain number of signatures of registered voters within the city.
 - A percentage of those signatures must come from each VPA.

2. VPA must be

- ✓ **Substantially equal in population** (using the most recent census data)
- ✓ Geographically compact
- ✓ Geographically contiguous
 - *Best practice is to create VPA using the precincts established by Weber County.*

3. Weber County has provided your city with a VPA map proposal that meets all statutory requirements.

- Your City Council may approve the county's proposal **OR**
- Your City Council may draw their own VPA
 - *Weber County can provide the necessary census data*

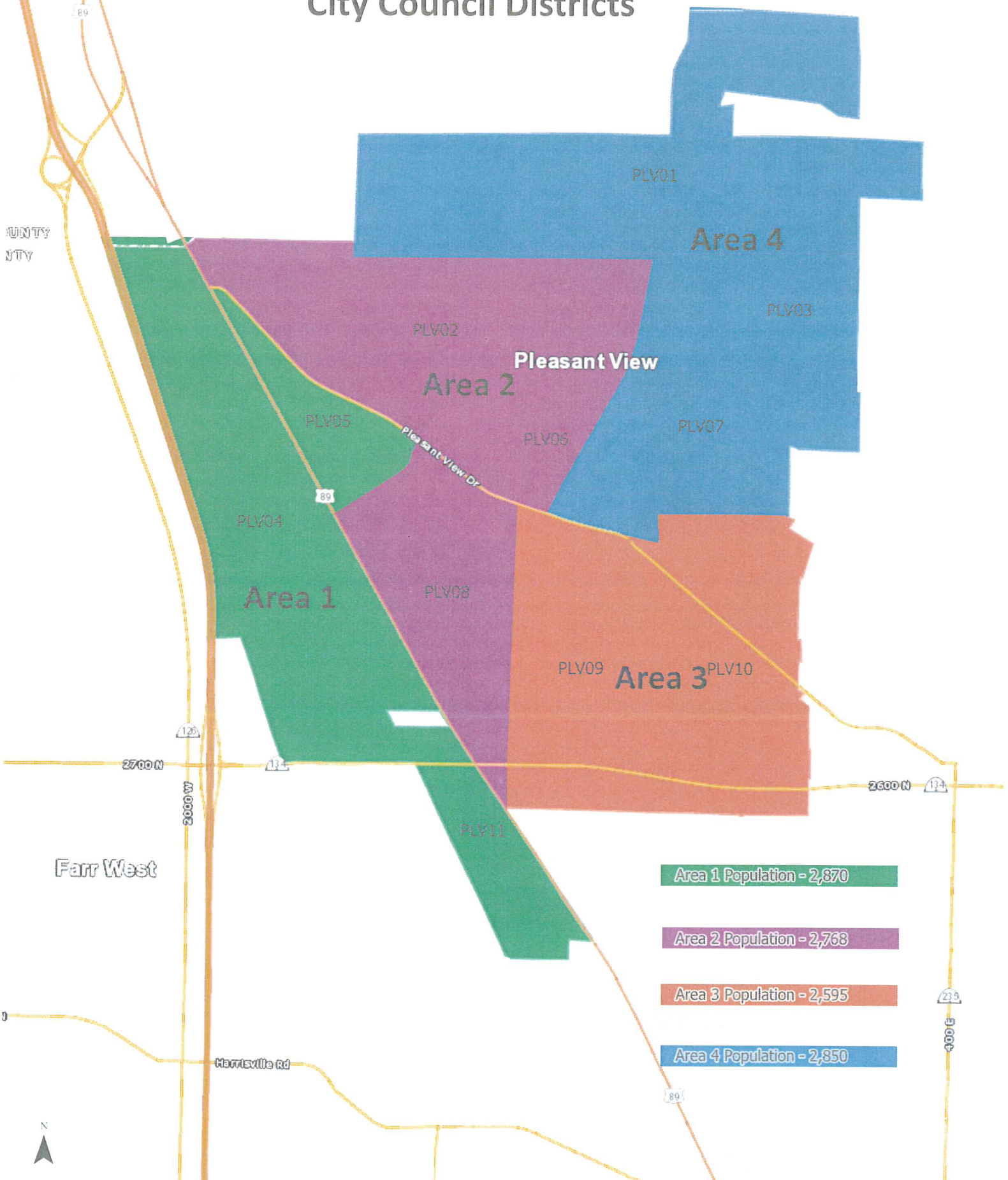
4. VPA must be approved by your City Council

- **Deadline is January 1, 2022**
 - *A public hearing is **not required**.*

5. Please notify Weber County Elections once your VPA is approved and let us know if you've approved our proposal or one drawn by the city.

Please contact Daniel Wade, dwade@co.weber.ut.us or 801-399-7411 with any questions.

Pleasant View City Council Districts





City Council Staff Report

A-4 Zone – New ordinance December 28, 2021

PLANNING COMMISSION RECOMMENDATION

Commissioner Nef made the motion to recommend denial to the City Council regarding the adoption of A-4 zone. It was seconded by Commissioner Park. The voting was unanimous in favor to recommend denial to the City Council regarding adopting A-4 ordinance.

PROPOSED ORDINANCE

A-4 Zone

Intentions: Agricultural zone A-4, is intended for agricultural use only. Residential uses within this zone are prohibited.

18.17.020 Permitted Uses:

A. Farms devoted to the hatching, raising (including fattening as an incident to raising), and dressing of chickens, or other fowl or poultry, rabbits, fish, or frogs hatched or raised on the premises.

B. The raising and grazing of horses, cattle, sheep, or goats, including the supplementary feeding of such animals, provided, that such raising, or grazing is not a part of, nor conducted in conjunction with, any livestock feed yard.

C. ~~Farming~~ Accessory uses and buildings customarily incidental to the above **provided that any building or enclosure for animals is located not less than twenty-five feet from any side or rear property line nor less than one hundred feet from any street.**

18.17.030 Lot Area. The minimum lot area shall not be less than four acres for all uses permitted in this chapter.

18.17.040 Lot Width. The minimum width of any lot which is required by this chapter to contain a minimum area of four acres ~~shall be~~ **must have a minimum** of two hundred feet.

18.17.050 Yard-Side. ~~The minimum side yard for any~~ No other accessory building shall be located closer than **twenty-five feet from any side yard and not less than one hundred feet from any side yard that abuts any street** ~~ten feet to any building on an adjacent lot.~~

18.17.060 Yard-Front. The minimum depth of the front yard for all **any accessory buildings** structures shall be **one hundred feet** ~~thirty feet, unless specified below.~~

18.17.070 Yard-Rear. The minimum depth of the rear yard for any accessory building shall **not be less than twenty-five feet and not less than one hundred feet from any rear yard that abuts any street** ~~be thirty feet, providing that:~~

~~A. On corner lots which rear upon the side yard of another lot, accessory buildings shall be located not closer than ten feet to such side yard; and/or,~~

~~B. No other accessory building shall be located closer than ten feet to any building on an adjacent lot.~~

~~**18.17.080 Yard General.** The minimum setback requirement of any yard for any farming accessory building which abuts 2700 N, 600 West, 1000 West or that part of 1100 West below Pleasant View Dr. shall be 40 feet.~~

18.17.080 Building Height. Building height shall be no more than thirty-five feet or two and one-half stories.

18.17.090 Lot Coverage. No building or structure or group of buildings with their accessory buildings shall cover more than seventy percent of the area of the lot.

Public Comment

I oppose this zone.

The owner of that property should petition the county for an exemption to the green belt classification before we make a whole new zone in the city.

This is an issue that the landowner needs to solve, not the city.

Tony Pitman
1322 W 3200 N, Pleasant View

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

STAFF CONTACT

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

ATTACHMENTS

- 1) Draft Planning Commission Meeting Minutes on item

ATTACHMENT 1) Draft Planning Commission Meeting Minutes on item

LEGISLATIVE

1. **Discussion/Recommend to City Council:** A new zoning ordinance A-4.

Jill presented for both the new ordinance A-4 and the rezone as they went hand in hand. She presented the use requirement for the zone is strictly agriculture and no residential. It was asked to why, Jill stated this would protect the commercial corridor better than having a residential zone in the location the Dickson's are requesting.

Commissioner Nef made the motion to open the public hearing. It was seconded by Commissioner Park. Voting was unanimous in favor to open the public hearing.

Mr. & Mrs. Dickson, 3930 N 3500 E, talked about having the right to come and apply for the rezone. He stated they are between a rock and a hard spot as they were ok with the rezone to commercial thinking it would just go up anywhere between a few hundred to a few thousand, but it went up six times as much. He talked about how it is different holding meetings on zoom versus in person. Keith stated with zoom people were still able to make comments and voice concerns and talked about the five-acre green belt. Mr. Dickson stated they do not qualify for the green belt as they are under the five-acre rule, and they have horses on there. He stated he has spoken with the county and was told because we rezoned their property that is why the property taxes went up as high as they did. Keith also stated he spoke with a professor from Weber State regarding rezoning along with general plans. He was informed by the professor that it could lead to legal issues if we do not follow the general plan and do things for one and not others. Jill confirmed the statement that it is a possibility it could open up issues which could lead to legal matters.

Bryan Smith, 5425 S 3675 W, stated we could rezone the property to help them out.

Sara Urry, Council, stated during the meeting there was one person that did voice concern which was the Belnap property owners. She stated that regardless we could reach out to the county to see what options the Dickson's have with their property. Amy confirmed we would do so.

Commissioner Nef made the motion to close the public hearing. It was seconded by Commissioner Cummings. Voting was unanimous in favor to close the public hearing.

Andy stated when the rezone came in 2020 to move towards the general plan we weren't going to go back and forth repeating the rezoning. The goal was to move forward. Julie agreed and also stated she feels their pain as she is going through the same thing within a different city, having property taxes raised due to not meeting the green belt rule.

Commissioner Nef made the motion to recommend denial to the City Council regarding the adoption of A-4 zone. It was seconded by Commissioner Park. The voting was unanimous in favor to recommend denial to the City Council regarding adopting A-4 ordinance.

ORDINANCE 2021-16

AN ORDINANCE ADOPTING CHAPTER 18.17 – A-4 ZONE ORDINANCE OF THE PLEASANT VIEW CITY MUNICIPAL CODE TO ADD A ZONE DESIGNED FOR ANIMALS WITH A MINIMUM LOT AREA OF 4 ACRE.

WHEREAS, Pleasant View City finds that the new Chapter 18.17 Zoning Ordinance is not consistent with the City's General Plan; and

WHEREAS, The Pleasant View City Planning Commission has made a denial recommendation of the proposed ordinance; and

WHEREAS, Nonetheless, the Pleasant View City Council finds that such ordinance is in the best interest of the City to allow for an extended and more incremental transition of existing land uses from agricultural to commercial, as prescribed in the General Plan;

NOW THEREFORE, Be it hereby ordained that:

SECTION ONE: Chapter 18.17 – A-4 Zone Ordinance is hereby adopted as follows:

Chapter 18.17 - A-4 Zone

18.17.010 Intentions: Agricultural zone A-4 is intended for agricultural use only. Residential uses within this zone are prohibited.

18.17.020 Permitted Uses:

A. Farms devoted to the hatching, raising (including fattening as an incident to raising), and dressing of chickens, or other fowl or poultry, rabbits, fish, or frogs hatched or raised on the premises.

B. The raising and grazing of horses, cattle, sheep, or goats, including the supplementary feeding of such animals, provided, that such raising, or grazing is not a part of, nor conducted in conjunction with, any livestock feed yard.

C. ~~Farming~~ Accessory uses and buildings customarily incidental to the above **provided that any building or enclosure for animals is located not less than twenty-five feet from any side or rear property line nor less than one hundred feet from any street.**

18.17.030 Lot Area. The minimum lot area shall not be less than four acres for all uses permitted in this chapter.

18.17.040 Lot Width. The minimum width of any lot which is required by this chapter to contain a minimum area of four acres ~~shall be~~ **must have a minimum of** two hundred feet.

18.17.050 Yard-Side. ~~The minimum side yard for any~~ **No other** accessory building shall be located closer than **twenty-five feet from any side yard and not less than one hundred feet from any side yard that abuts any street** ~~ten feet to any building on an adjacent lot.~~

18.17.060 Yard-Front. The minimum depth of the front yard for ~~all~~ **any accessory buildings** ~~structures~~ shall be **one hundred feet** ~~thirty feet, unless specified below.~~

18.17.070 Yard-Rear. The minimum depth of the rear yard for any accessory building shall **not be less than twenty-five feet and not less than one hundred feet from any rear yard that abuts any street** ~~be thirty feet,~~ providing that:

A. ~~On corner lots which rear upon the side yard of another lot, accessory buildings shall be located not closer than ten feet to such side yard; and/or,~~

B. ~~No other accessory building shall be located closer than ten feet to any building on an adjacent lot.~~

~~**18.17.080 Yard-General.** The minimum setback requirement of any yard for any farming accessory building which abuts 2700 N, 600 West, 1000 West or that part of 1100 West below Pleasant View Dr. shall be 40 feet.~~

18.17.080 Building Height. Building height shall be no more than thirty-five feet or two and one-half stories.

18.17.090 Lot Coverage. No building or structure or group of buildings with their accessory buildings shall cover more than seventy percent of the area of the lot.

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

DATED this _____ day of _____, 2021.

PLEASANT VIEW CITY, UTAH

Leonard M. Call, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2021

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

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

A-4 Zone

Intentions: Agricultural zone A-4, is intended for agricultural use only. Residential uses within this zone are prohibited.

Permitted Uses:

A. Farms devoted to the hatching, raising (including fattening as an incident to raising), and dressing of chickens, or other fowl or poultry, rabbits, fish, or frogs hatched or raised on the premises.

B. The raising and grazing of horses, cattle, sheep, or goats, including the supplementary feeding of such animals, provided, that such raising, or grazing is not a part of, nor conducted in conjunction with, any livestock feed yard.

C. Farming accessory uses and buildings customarily incidental to the above.

Lot Area. The minimum lot area shall not be less than four acres for all uses permitted in this chapter.

Lot Width. The minimum width of any lot which is required by this chapter to contain a minimum area of four acres must have a minimum of two hundred feet.

Yard-Side. No other accessory building shall be located closer than ten feet to any building on an adjacent lot.

Yard-Front. The minimum depth of the front yard for all structures shall be thirty feet, unless specified below.

Yard-Rear. The minimum depth of the rear yard for any accessory building shall be thirty feet, providing that:

A. On corner lots which rear upon the side yard of another lot, accessory buildings shall be located not closer than ten feet to such side yard; and/or,

B. No other accessory building shall be located closer than ten feet to any building on an adjacent lot.

Yard-General. The minimum setback requirement of any yard for any farming accessory building which abuts 2700 N, 600 West, 1000 West or that part of 1100 West below Pleasant View Dr. shall be 40 feet.

Building Height. Building height shall be no more than thirty-five feet or two and one-half stories.

Lot Coverage. No building or structure or group of buildings with their accessory buildings shall cover more than seventy percent of the area of the lot.



City Council Staff Report

Dickson Property Rezone
December 9, 2021

BASIC INFORMATION

Application Number:	RZ 21.03
Applicant/Owner:	Douglas & Tym Dickson
Acreage:	4.48
Lots:	1
Location:	17-066-0023 2700 N
Current Zoning District:	C-2
Future Land Use:	General Commercial
Zone Requesting:	A-4

RECOMMENDATION

Staff recommends **denial**.

ANALYSIS

Not Compliant

General Plan Purpose

Utah state code requires every city and county to create and adopt a general plan (10-9a-401, 17-27a-401). General plans, also called master or comprehensive plans, guide your community in its decision making by describing its current and future needs, including housing, land use, and transportation. The goals in a general plan should inform your capital improvement plan.

General Plan and Future Land Use Map

It calls for the property to be **General Commercial**. This designation notes:

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.

Concerns

1. Project is spot zoning
2. If property tax, or financial hardship, is main reason it opens to possible litigation issues down the road with others.
3. *Speaking with the Ombudsman's office they informed us the following
 - a. Spot zoning
 - b. Possible litigation
 - c. Not following general plan we would have no backup in litigation cases

Property Tax Breakdown

1. **Valuation:** they look at multiple items and take the highest.

Examples:

If the zoning is commercial and is valued as \$300,000.00 but there is a home which values at \$250,000.00 then they would take the valuation of \$300,000.00 and then tax it according to the zone. If the property was agriculture valuing at \$30,000.00 and the home was \$450,000.00, they would take the valuation that is higher.

- a. The zoning – Each zone has a different rate. (agriculture is the lowest, Residential, and then Commercial is the highest)
 - i. Commercial, Residential, & agriculture have separate rates for valuations.
 - ii. They also look at if it can be subdivided.
 1. Example: if the lot is 2 acres and the zoning is RE-20 the valuation will be higher as it can be subdivided into 4 lots potentially. *This would affect those whose lots are larger and depending on the percentage of the amount changing from agriculture to the RE-20. Arts it may go up a small percentage as the amount that would change is just .3 acres which would not be considered as a full amount of ½ acre.*

2. **Taxation**

- a. Commercial = 100% of the valuation
- b. Residential = 55% of valuation
- c. Agriculture
 - i. Open land is 100% of valuation (rate of valuation is under agriculture)
 - ii. If there is a residence on the land the first acre is 55% of the valuation and the rest is taxed at 100% of the valuation.
- d. Green Belt = is completely different

Information from Assessor's office

We discussed several items when we spoke with Pleasant View City about the potential impact on property owners with the rezone of 2700 North. As you articulated below, the main thrust was the potential impact on property taxes. Let us go through a brief review of our property tax system and then get to your questions.

There are three main components in the property tax calculation for an individual parcel. Those are 1) tax rate, 2) property value, and 3) taxable status. First up is the property tax rate. As you already know, the property tax rate is the sum of the rates for the entities that make up the tax area, including Weber County, Weber School District, Pleasant View City, etc. In the simplest terms, the rate calculation divides the entities budgeted property tax revenue by its taxable value. Next is property valuation. Article XIII Section 2 of the Utah Constitution requires that all tangible taxable property in the state is valued and taxed in proportion to its market value. UCA 59-2-102(13) instructs assessors to value property at what it would have reasonably sold for on January 1 of each calendar year. When Pleasant View City changed the zone on parcels located along 2700 North, it changed the potential use of those properties to a more marketable, and thus more valuable, use. Consequently, the values for these properties increased commensurately. Third, and in this case most importantly, is taxable status. Utah has several exemptions from and deferrals to property tax. The main exemptions are for properties owned by entities exempt by the state constitution (federal, state, local government, etc.) and those exempt through application (religious, charitable, and educational). Utah also has some partial exemptions from property tax; the most common is the residential exemption, which exempts forty-five percent of the market value for most residential properties. Finally, we have various property tax deferral programs; the most prominent is land that falls under the Farmland Assessment Act (FAA), more commonly known as greenbelt. Greenbelt properties are valued two ways. The first is market value just like all other taxable properties found in the state. The second is on the income producing potential of the land via agricultural production. The Utah State Tax Commission dictates these values via a study performed by subject matter experts in agriculture. The property tax is assessed on the agricultural value in the current year. The average discount hovers around 95%. The tax on land in greenbelt is deferred for five years. Removal from greenbelt status for any reason will result in a bill for the deferred tax. This is most commonly known as the rollback tax.

Now to your questions. As parcels on greenbelt only pay a tax on the agriculture value of the land, the statement that the impact of the rezone would be minimal referred specifically to those properties on greenbelt. The remaining tax is deferred. We also discussed the potential tax impact on properties taxed on their market value. If memory serves correct, I stated the tax liability for these properties would likely change

dramatically for the year after the rezone. There are a couple of potential solutions moving forward specific to the Dickson's property. First, did someone use it agriculturally for at least the two prior years? If so, there are a couple of options depending on the answer to question number two. Second, is the parcel contiguous with other land the Dickson's own and is the ownership on title the same? We can combine the acreage of multiple parcels together to equal at least five if the land is contiguous AND the titled ownership of the parcels is the same. For example if the parcels both show as Mr. Dickson then all is well. If one parcels shows Mr. Dickson on title and the other title shows as The Dickson Family Trust, it would not qualify even though for all practical purposes the ownership is the same. Combining acreage is the smoothest path if possible. If contiguous land is not available, and someone used the property was agriculturally for at least the prior two years, it may qualify under the Urban Farming Assessment Act ([UCA 59-2-Part 17](#)). You can find the qualifications for urban farming [here](#). The Urban Farming Assessment Act parallels the Farmland Assessment Act in most cases. However, please note there are some differences, one of which is an annual application. If the land qualifies, we can use the Urban Farming Assessment Act going forward to defer the tax liability and ease the immediate burden. We cannot apply the act retrospectively.

Public Comment

I oppose this zone.

The owner of that property should petition the county for an exemption to the green belt classification before we make a whole new zone in the city.

This is an issue that the land owner needs to solve, not the city.

Tony Pitman

[1322 W 3200 N, Pleasant View](#)

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

STAFF CONTACT

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

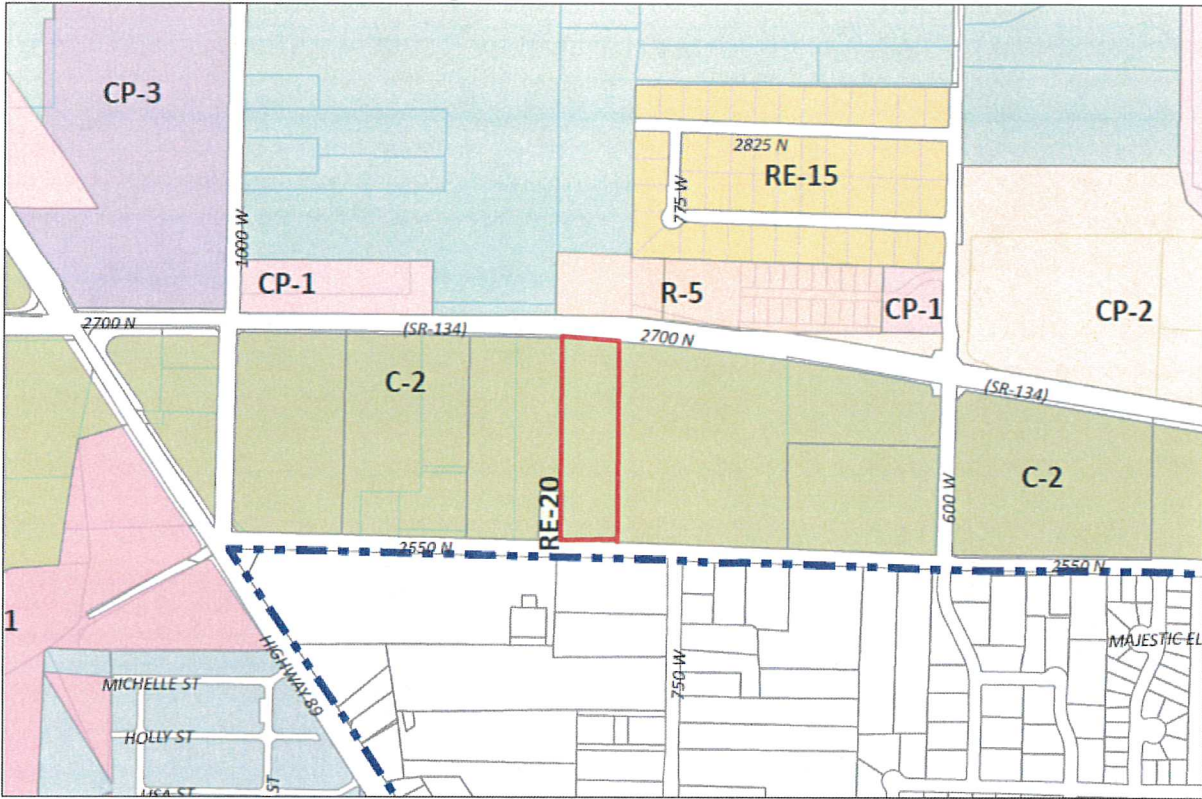
ATTACHMENTS

- 1) Vicinity Map
- 2) Current Zoning Map
- 3) Future Land Use Map
- 4) Draft Meeting Minutes on item from Planning Commission

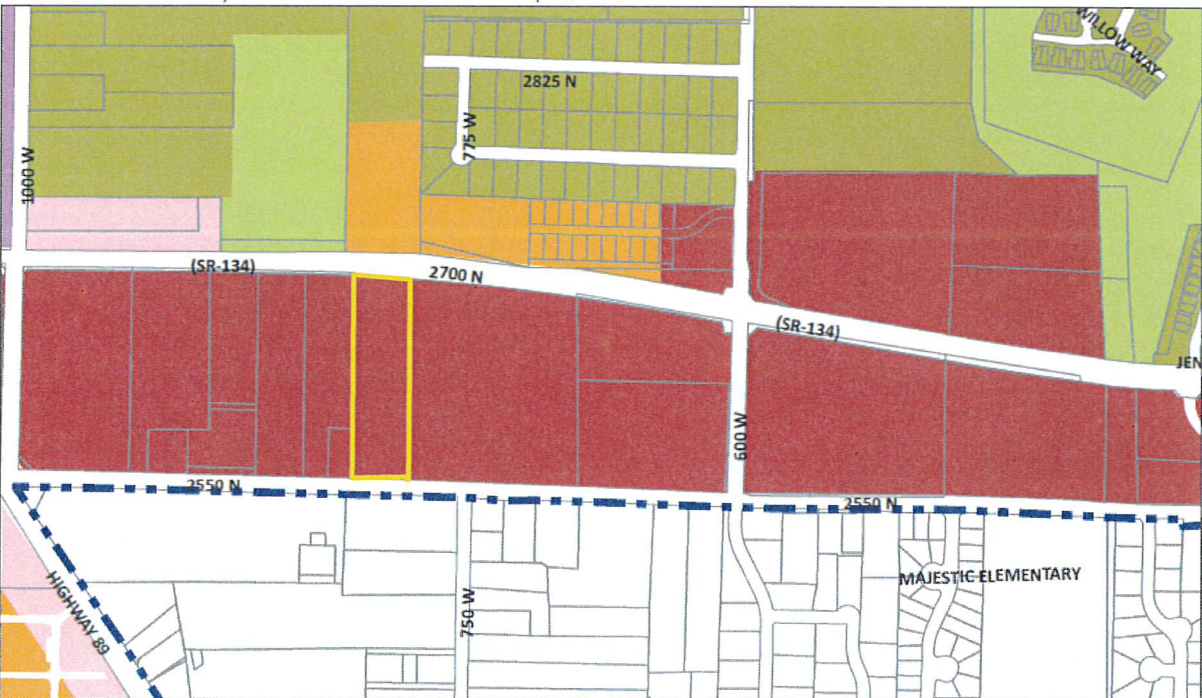
ATTACHMENT 1) Vicinity Map



ATTACHMENT 2) Current Zoning



ATTACHMENT 3) Future Land Use Map



ATTACHMENT 4) Draft Planning Commission Meeting Minutes on item

LEGISLATIVE

1. Discussion/Recommend to City Council: A new zoning ordinance A-4.

Jill presented for both the new ordinance A-4 and the rezone as they went hand in hand. She presented the use requirement for the zone is strictly agriculture and no residential. It was asked to why, Jill stated this would protect the commercial corridor better than having a residential zone in the location the Dickson's are requesting.

Commissioner Nef made the motion to open the public hearing. It was seconded by Commissioner Park. Voting was unanimous in favor to open the public hearing.

Mr. & Mrs. Dickson, 3930 N 3500 E, talked about having the right to come and apply for the rezone. He stated they are between a rock and a hard spot as they were ok with the rezone to commercial thinking it would just go up anywhere between a few hundred to a few thousand, but it went up six times as much. He talked about how it is different holding meetings on zoom versus in person. Keith stated with zoom people were still able to make comments and voice concerns and talked about the five-acre green belt. Mr. Dickson stated they do not qualify for the green belt as they are under the five-acre rule, and they have horses on there. He stated he has spoken with the county and was told because we rezoned their property that is why the property taxes went up as high as they did. Keith also stated he spoke with a professor from Weber State regarding rezoning along with general plans. He was informed by the professor that it could lead to legal issues if we do not follow the general plan and do things for one and not others. Jill confirmed the statement that it is a possibility it could open up issues which could lead to legal matters.

Bryan Smith, 5425 S 3675 W, stated we could rezone the property to help them out.

Sara Urry, Council, stated during the meeting there was one person that did voice concern which was the Belnap property owners. She stated that regardless we could reach out to the county to see what options the Dickson's have with their property. Amy confirmed we would do so.

Commissioner Nef made the motion to close the public hearing. It was seconded by Commissioner Cummings. Voting was unanimous in favor to close the public hearing.

Andy stated when the rezone came in 2020 to move towards the general plan we weren't going to go back and forth repeating the rezoning. The goal was to move forward. Julie agreed and also stated she feels their pain as she is going through the same thing within a different city, having property taxes raised due to not meeting the green belt rule.

Commissioner Nef made the motion to recommend denial to the City Council regarding the adoption of A-4 zone. It was seconded by Commissioner Park. The voting was unanimous in favor to recommend denial to the City Council regarding adopting A-4 ordinance.

2. Discussion/ Recommend to City Council: Rezone request from C-2 to A-4 for Dickson property located on 2700 N, parcel 17-066-0023.

Jill presented for both the new ordinance A-4 and the rezone as they went hand in hand. She presented the use requirement for the zone is strictly agriculture and no residential. It was asked to why, Jill stated this would protect the commercial corridor better than having a residential zone in the location the Dickson's are requesting.

Commissioner Nef made the motion to open the public hearing. It was seconded by Commissioner Farr. Voting was unanimous in favor to open the public hearing.

Mr. & Mrs. Dickson reiterated what was stated in previous public hearing. He stated the commission can do the right thing and look out for the residents.

Commissioner Nef made the motion to close the public hearing. It was seconded by Commissioner Crandell. Voting was unanimous in favor to close the public hearing.

Commissioner Nef made the motion to recommend denial to the City Council because the General Plan does not support the zone. It was seconded by Commissioner Cummings. The voting was unanimous in favor to recommend denial to the City Council regarding the rezone.

ORDINANCE 2021- 17

AN ORDINANCE OF THE PLEASANT VIEW CITY COUNCIL FOR THE AMENDMENT OF THE ZONING MAP OF THE CITY.

WHEREAS, Pleasant View City finds that an update to the official City zoning map is needed to accommodate the request of a particular property owner in the City; and

WHEREAS, Pleasant View City finds that such a zone change is not consistent with the City's General Plan; and

WHEREAS, Nonetheless, the Pleasant View City Council finds that such zone change is in the best interest of the City to allow for an extended and more incremental transition of existing land uses from agricultural to commercial, as prescribed in the General Plan;

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

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

NOW THEREFORE, Be it hereby ordained that:

SECTION ONE: The zoning map of Pleasant View, Utah is hereby amended by reclassifying the following described portion of the incorporated area classified C-2 (Commercial) to A-4 (agriculture):

PROPERTY DESCRIPTION

Parcel 17-066-0023

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION 237.4 FEET NORTH 89D42' WEST FROM THE NORTHEAST CORNER THEREOF; RUNNING THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION 919.3 FEET TO THE CENTER OF STREET; THENCE NORTH 89D08' WEST ALONG THE CENTER OF STREET 237.3 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION 916.5 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89D42' EAST 237.3 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM; A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134 (2) 11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NORTHEAST QUARTER NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT IN THE NORTHERLY SECTION LINE OF SAID SECTION 31 13.06 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 86+32.70, WHICH CORNER IS 237.40 FEET (BUT CALCULATES 203.79 FEET TO APPARENT POSSESSION LINE) NORTH 89D42'00" WEST ALONG SAID SECTION LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 31 AND RUNNING THENCE SOUTH (BUT CALCULATES SOUTH 2D03'10" WEST ALONG THE APPARENT POSSESSION LINE) 68.11 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE BEGINNING OF AN OBTUSE TANGENT CURVE AT A POINT 55.00 FEET RADIALLY DISTANT SOUTHERLY FROM SAID CONTROL LINE, THENCE NORTHWESTERLY 269.14 FEET ALONG THE ARC OF A 8033.82-FOOT RADIUS CURVE TO THE LEFT CONCENTRIC WITH SAID CONTROL LINE (NOTE; CHORD BEARS NORTH 86D49'40" WEST FOR A DISTANCE OF 269.12 FEET) TO A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 55.00 FEET RADIALLY DISTANT SOUTHERLY FROM SAID CONTROL LINE, THENCE NORTH (BUT CALCULATES NORTH 0D15'21" EAST ALONG THE APPARENT POSSESSION LINE) 54.59 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE

NORTHERLY SECTION LINE OF SAID SECTION 31 AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS 0.44 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D42'00" EAST 237.30 FEET (BUT CALCULATES 270.91 FEET BETWEEN APPARENT POSSESSION LINES) ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND SAID NORTHERLY SECTION LINE TO THE POINT OF BEGINNING. (4.48 AC)

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

DATED this ____ day of ____, 2021.

PLEASANT VIEW CITY, UTAH

Leonard M. Call

ATTEST:

City Recorder

Posted this ____ day of ____, 2021

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

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



City Council Staff Report

Simon Goe Subdivision Final

- Development Agreement
- Long Term Storm Water Management Agreement
- Escrow

December 28, 2021

BASIC INFORMATION

Owner: Goe Goe Pharmaceutical Co
Lots: 3 Lots
Location: End of Parkland Blvd
Parcel: 19-016-0155, 19-016-0034, & 19-016-0033
Current Zoning District: MP-1

RECOMMENDATION

Staff recommends **approval on Final Subdivision.**

Agreements:

- 1) Development agreement – Covers the amount the city is covering on the cost in upping the road size. (Under the RDA)
- 2) Long Term Storm Water Management Agreement – Manage the storm water on the commercial property
- 3) Escrow

Findings:

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

ANALYSIS

Final Ordinance

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

1. *Application. A Final Subdivision Application, provided by the City, completed, and signed by the owner(s) as identified on the property assessment rolls of Weber County, or authorized agent of the owner(s), of the lands proposed to be subdivided. The Final*

Subdivision Application shall be accompanied by the application fees, those items found on the check list provided with the application, and documents and items as found herein.

Completed

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

Completed

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

Verified through Abstract with County.

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

Taxes are current.

5. *Final design and construction drawings for all proposed or required public improvements, prepared as required by the City Engineer and designed as required by the City, including the profiles and cross sections of all existing and proposed streets, all storm drainage and flood control facilities, the elevations and location of fire hydrants, required culinary and secondary water facilities, sanitary sewer facilities, land drain*

facilities, storm water pollution prevention plans, and all other provided and required public facilities and improvements. A minimum of one (1) 11x17 size and five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be required. One approved, two sets of mylar copies and a digital copy shall be supplied to the city engineer.

Completed

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

Completed

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

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

Completed

STAFF CONTACT

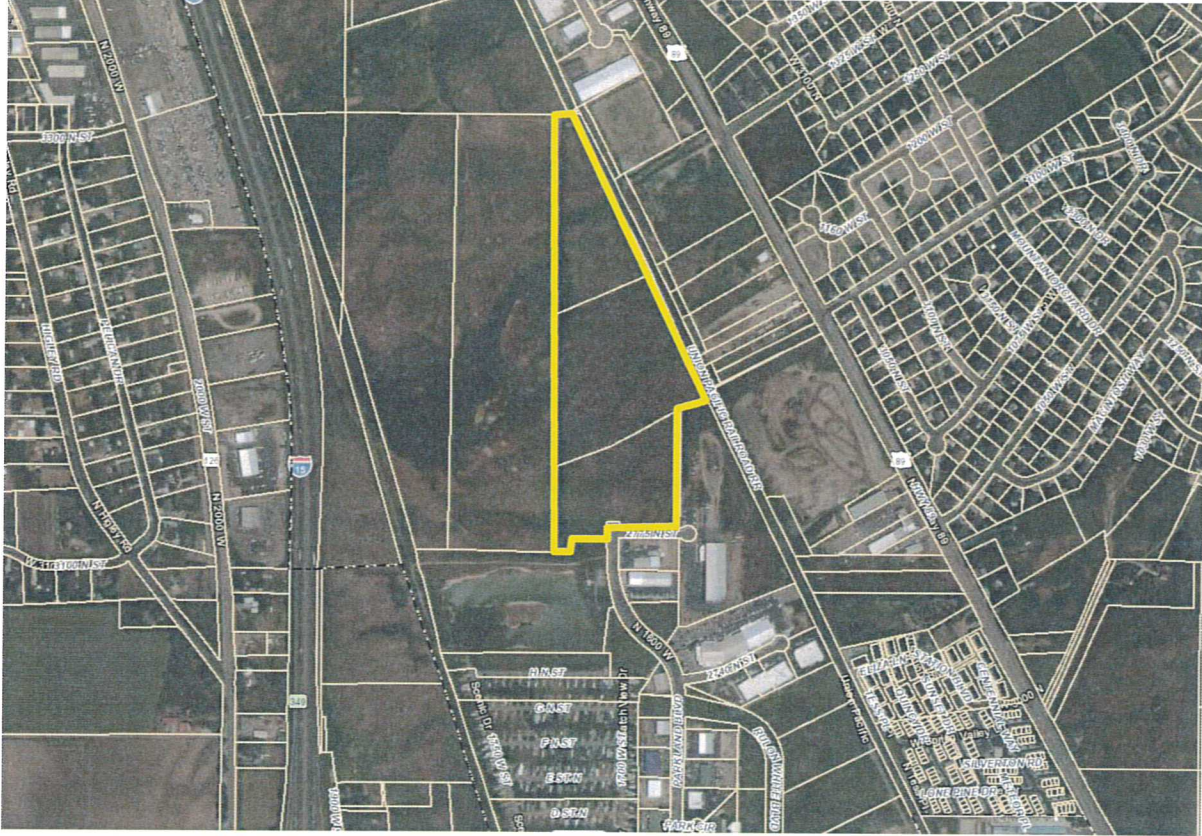
Jill Hunt
jhunt@pleasantviewcity.com
801-782-8529 Ext: 466

ATTACHMENTS

- 1) Vicinity Map

- 2) Picture of project
- 3) Escrow Agreement, Long-Term Storm Water Management Agreement, & Development Agreement

ATTACHMENT 1) Vicinity Map



[illegible]

Simon Goe Final Sub & Agreements - C.C. - Dec 28, 2021

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

ESCROW AGREEMENT
For Simon Goe Subdivision

This Escrow Agreement ("Agreement") is made this 21st day of December 2021 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), Kelcon, Inc. of Honeyville, Utah ("Developer"), and Zions Bancorporation, National Association, of Salt Lake City, Utah, ("Escrow Agent"). City, Developer, and Escrow Agent may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS City has granted Developer approvals for the construction of improvements and recordation of a proposed subdivision of land in Pleasant View City, Weber County, Utah. The subdivision is to be known as Simon Goe Subdivision ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): 19-016-0155, 19-016-0034, and 19-016-0033; and

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

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

AGREEMENT

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

2. **Deposit in Escrow.** Developer shall deposit with Escrow Agent in Account No. 4860600 the sum of \$157,949.79, which is the amount of money equal to 115% of the cost of the improvements to be installed as required by the City Subdivision Ordinance, as per the City-approved Engineer's Estimate (see

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

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

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

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

5. **Guarantee Funds.** A guarantee sum equal to 10% of the cost of the improvements to be installed, or \$61,121.94, as shown in Exhibit B, shall remain with Escrow Agent for a period of at least one (1) year after the conditional acceptance of the improvements by the City. In the event the escrow funds do not pay for and complete in full all of the improvements required, then, upon demand by the City, Developer agrees to immediately place in escrow account, with Escrow Agent, all additional amounts necessary to complete the improvements. Developer may not use guarantee funds to complete the improvements but must place additional money in escrow account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Developer: Sunny Gallegos
Kelcon, Inc.
7971 N 3300 W
Honeyville, Utah 84314
Sunnykeller0172@gmail.com
(435) 764-0172

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

For Escrow Agent: Carl Mathis
Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133
Carl.Mathis@zionsbancorp.com
(801) 844-7253

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

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

- 15.1. Exhibit A – Subdivision Area
- 15.2. Exhibit B – Engineer's Estimate

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

(continued on next page)

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

FOR ESCROW AGENT

Carl J. Mathis

By: Carl J. Mathis

Its: Vice President

(notary block on next page)

FOR DEVELOPER

Sunny S. Gallegos

By: Sunny S. Gallegos

Its: President

(notary block on next page)

FOR PLEASANT VIEW CITY

By: (name)_____

Its: Mayor

Attest: _____
City Recorder

Approved as to Form: _____
City Attorney

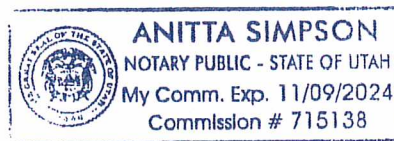
ACKNOWLEDGMENT OF ESCROW AGENT

STATE OF UTAH }
 §
COUNTY OF SALT LAKE }

On the 21st day of December, 2021, personally appeared before me Carl J. Mathis, who being by me duly sworn did say that he is the Vice President of Zions Bancorporation, National Association, a national banking association, and Escrow Agent named in the foregoing Escrow Agreement, and that the Escrow Agreement is signed on behalf of said corporation by his signature under authority of its Board of Directors, and said Carl J. Mathis acknowledged to me that the said corporation executed the same and Escrow Agent acknowledges that there is on deposit at Zions Bancorporation, National Association a sum of money in the amount of \$157,949.79, pursuant to the terms of the Escrow Agreement.

Witness my hand and official seal.

Anitta Simpson
Notary Public signature



Anitta Simpson
(Printed Name)

(seal)

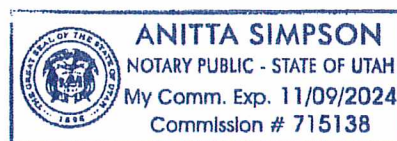
ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF SALT LAKE }

On the 21st day of December, 2021, personally appeared before me Sunny S. Gallegos, who being by me duly sworn, did say that he/she is the President of Kelcon, Inc., and that the Escrow Agreement was signed on behalf of said corporation by her signature under authority of a resolution of its Board of Directors, and said Sunny S. Gallegos acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

Anitta Simpson
Notary Public signature



Anitta Simpson
(Printed Name)

(seal)

EXHIBIT A
SUBDIVISION AREA

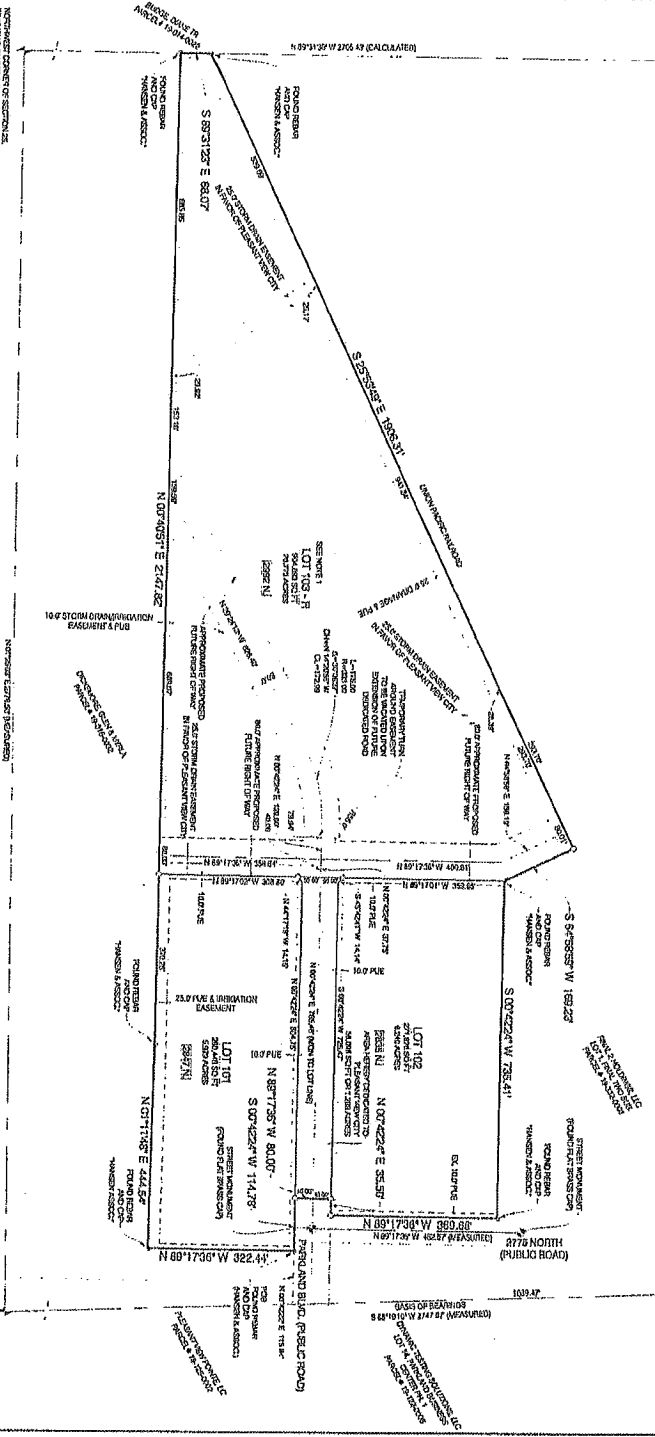
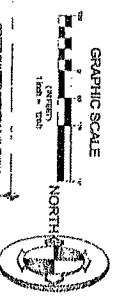
SIMON GOE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 2A,
TOWNSHIP 7 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN,
PLEASANT VIEW CITY, WEBER COUNTY, UTAH

2021

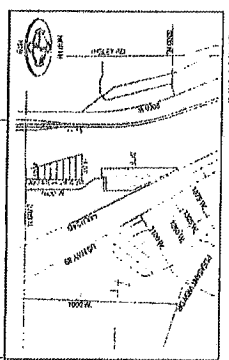
1/8 ACRES

THESE PLATS ARE PREPARED BY THE ENGINEER, AND THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

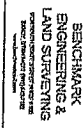


LEGEND

- 1. LOT 101 - 1.00 ACRES
- 2. LOT 102 - 1.00 ACRES
- 3. LOT 103 - 1.00 ACRES
- 4. LOT 104 - 1.00 ACRES
- 5. LOT 105 - 1.00 ACRES
- 6. LOT 106 - 1.00 ACRES
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- 97. LOT 197 - 1.00 ACRES
- 98. LOT 198 - 1.00 ACRES
- 99. LOT 199 - 1.00 ACRES
- 100. LOT 200 - 1.00 ACRES



OWNER / DEVELOPER:
NAME: SIMON GOE
TELEPHONE: 435-972-8271
ADDRESS: 55 NORTH STONE RD.
SNOWVILLE, UT 84335



BENCHMARK
ENGINEERING &
LAND SURVEYING
INC.
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
PHONE: 313-222-2222
FAX: 313-222-2222
WWW.BENCHMARKSURVEYING.COM

PLEASANT VIEW CITY ENGINEER:
THIS IS TO CERTIFY THAT ALL APPLICABLE ZONING AND SUBDIVISION LAWS HAVE BEEN REVIEWED AND THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

PLEASANT VIEW CITY APPROVAL:
THIS IS TO CERTIFY THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

WEBER COUNTY PLANNING COMMISSION APPROVAL:
THIS IS TO CERTIFY THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

WEBER COUNTY RECORDER:
THIS IS TO CERTIFY THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

WEBER COUNTY ENGINEER:
THIS IS TO CERTIFY THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

WEBER COUNTY ENGINEER:
THIS IS TO CERTIFY THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

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WEBER COUNTY ENGINEER:
THIS IS TO CERTIFY THAT THE SUBDIVISION IS IN COMPLIANCE WITH THE CITY OF PLEASANT VIEW CITY ENGINEERING DEPARTMENT RECORDS AND APPROVED THE CITY ENGINEER.

EXHIBIT B
ENGINEER'S ESTIMATE

~ Simon Goe Subdivision ~

7-Dec-21

ESCROW SUMMARY

	Original Total	Remaining
ROADWAY	\$353,155.50	\$43,760.00
CULINARY WATER	\$58,148.00	\$2,000.00
SANITARY SEWER	\$85,065.00	\$13,058.00
STORM DRAIN	\$79,817.70	\$4,400.00
MISCELLANEOUS	\$35,033.15	\$0.00
SUBTOTAL IMPROVEMENT COSTS	\$611,219.35	\$63,218.00
MISCELLANEOUS (Items not included in the 10% Guarantee)	\$22,499.00	\$28,999.00
SUBTOTAL ITEMS NOT INCLUDED IN THE 10% GUARANTEE	\$22,499.00	\$28,999.00
TOTAL IMPROVEMENT COSTS	\$633,718.35	\$92,217.00
5% CONTINGENCY	\$31,685.92	\$4,610.85
10% GUARANTEE	\$61,121.94	\$61,121.94
TOTAL ESCROW AMOUNT	\$726,526.20	\$157,949.79

SUBDIVISION COST ESTIMATE APPROVAL

Dana Q. Shuler

Dana Q Shuler, P.E.
Consulting City Engineer

12/7/2021

Date

~ Simon Goe Subdivision ~

COST ESTIMATE FOR IMPROVEMENTS

7-Dec-21

	ORIGINAL QUANTITY			ORIGINAL AMOUNT	REMAINING QUANTITY	REMAINING AMOUNT
ROADWAY						
Grading & Machine Work: Grubbing of organic material and soft soils.	1	LS	\$2,500.00	\$2,500.00	0	\$0.00
On site material hauling/sub grade prep	37,999	SY	\$0.50	\$18,999.50	0	\$0.00
SWPPP: Silt fence, concrete waste management, storm drain protection, material storage, portable toilets, spill clean up.	1	LS	\$16,000.00	\$16,000.00	0.25	\$4,000.00
Sidewalk	1,420	LF	\$28.00	\$39,760.00	1,420	\$39,760.00
Curb and gutter	1,460	LF	\$27.00	\$39,420.00	0	\$0.00
Asphalt	47,992	SF	\$2.50	\$119,980.00	0	\$0.00
Grading: Install 8 Inch roadbase on top of 8 Inch structural.	47,992	SF	\$0.50	\$23,996.00	0	\$0.00
Roadbase	2,500	SY	\$17.00	\$42,500.00	0	\$0.00
Import structural fill	2,500	SY	\$20.00	\$50,000.00	0	\$0.00
ROADWAY SUBTOTAL =				\$353,155.50		\$43,760.00

CULINARY WATER

10" C900 DR-18 PVC Waterline (labor only)	733	LF	\$24.00	\$17,592.00	0	\$0.00
Utility service: 2 Inch water service and meter box install. (labor only)	2	EA	\$2,000.00	\$4,000.00	0	\$0.00
Fire Hydrant Install	2	EA	\$6,000.00	\$12,000.00	0	\$0.00
Main Line water tap (labor only)	1	EA	\$5,000.00	\$5,000.00	0	\$0.00
Testing	1	LS	\$2,800.00	\$2,800.00	0	\$0.00
Water - Valve Collars	4	EA	\$500.00	\$2,000.00	4	\$2,000.00
Import fill: bedding for pipe, backfill	868	TON	\$17.00	\$14,756.00	0	\$0.00
CULINARY WATER SUBTOTAL =				\$58,148.00		\$2,000.00

SANITARY SEWER

8" SDR-35 PVC Sewer Pipe Install (labor only)	783	LF	\$33.00	\$25,839.00	0	\$0.00
6" sewer install	100	LF	\$25.00	\$2,500.00	0	\$0.00
Sewer main line connection (Includes saw cutting and all labor)	1	EA	\$6,200.00	\$6,200.00	0	\$0.00
Install 4' Sanitary Sewer MH	2	EA	\$5,129.00	\$10,258.00	2	\$10,258.00
Import fill: structural fill for deep trenches	2,204	TON	\$17.00	\$37,468.00	0	\$0.00
Sewer - Manhole Collars	1	EA	\$800.00	\$800.00	1	\$800.00
Testing, cleaning, video inspect	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00
SANITARY SEWER SUBTOTAL =				\$85,065.00		\$13,058.00

STORM DRAIN

15" RCP ASTM-C-76 CL III Storm Drain	60	LF	\$48.53	\$2,911.80	0	\$0.00
24" RCP ASTM-C-76 CL III Storm Drain	722	LF	\$57.95	\$41,839.90	0	\$0.00
Storm drain catch basin	3	EA	\$3,000.00	\$9,000.00	0	\$0.00
Storm drain manhole	1	EA	\$4,800.00	\$4,800.00	0	\$0.00
Storm drain connection	1	EA	\$5,000.00	\$5,000.00	0	\$0.00
Import fill: Storm drain	698	TON	\$17.00	\$11,866.00	0	\$0.00
Storm Drain - Manhole Collar	3	EA	\$800.00	\$2,400.00	3	\$2,400.00
Testing, cleaning, video inspect	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00
STORM DRAIN SUBTOTAL =				\$79,817.70		\$4,400.00

~ Simon Goe Subdivision ~
 COST ESTIMATE FOR IMPROVEMENTS
 7-Dec-21

ORIGINAL QUANTITY				ORIGINAL AMOUNT	REMAINING QUANTITY	REMAINING AMOUNT
MISCELLANEOUS						
Materials: Waterline and sewer and sewer pipe/parts from MT land supply	1	LS	\$35,033.15	\$35,033.15	0	\$0.00
MISCELLANEOUS SUBTOTAL =				\$35,033.15		\$0.00

**MISCELLANEOUS (Items not included in the
 10% Guarantee)**

Seal Coat (Chp & Seal - LWA "A" Chip)	5,333	sy	\$3.00	\$15,999.00	5,333	\$15,999.00
Street Lights	1	ea	\$6,500.00	\$6,500.00	2	\$13,000.00
MISCELLANEOUS SUBTOTAL =				\$22,499.00		\$28,999.00

TOTAL IMPROVEMENTS COST =	\$633,718.35	\$92,217.00
	ORIGINAL	REMAINING

When recorded, please return to:

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

DEVELOPMENT AGREEMENT For Simon Goe Subdivision

This Development Agreement ("Agreement") regarding Simon Goe Subdivision ("Project," as depicted in Exhibit A) is made and entered into this 9 day of Dec, 2021 ("Effective Date") by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Sunny Gallegos of Kelton, 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 City's Municipal Code allows City to enter into an agreement with developers for upsizing of infrastructure;

WHEREAS one or more of the City's Master Plans identify infrastructure sizing greater than the minimum required to serve Project;

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

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

AGREEMENT

1. **Property Affected by this Agreement.** The description of the Project is attached and specifically described in Exhibit A. 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 Infrastructure.** The Project Improvements include approximately 700-ft of roadway, including pavement, curb, gutter, and sidewalk, storm drain, culinary water, and sanitary sewer improvements. The roadway is an extension of the existing Parkland Boulevard, north of 2775 North. The pavement section determined for the development by the geotechnical engineer is: 6-inches hot mix asphalt on 8-inches untreated base course on 8-inches granular borrow subbase.

3. **Master Planned Infrastructure.** The *2700 North Sub-Area Master Plan* (Hales Engineering, June 2016) and the *Pleasant View City Master Street Map* (adopted September 12, 2017) identify this portion of Parkland Boulevard to be a minor arterial. Based on anticipated traffic loading, City has identified a needed pavement section of 7-inches hot mix asphalt on 12-inches untreated base course on 13-inches granular borrow subbase ("Upgraded Pavement Section").

4. **Developer's Obligations.** In addition to the Project Improvements, Developer agrees to construct the Upgraded Pavement Section in return for reimbursement from City.

5. **Construction Cost.** Parties agree to the unit prices and approximate quantities associated with the Upgraded Pavement Section as shown in the Construction Cost Estimate, as shown in the attached Exhibit B, and agree that the final cost will be determined by the City-verified as-constructed quantities and the previously agreed upon unit prices ("Construction Cost").

6. **Reimbursement Payments.** Within sixty (60) days of completion of the Upgraded Pavement Section, City shall pay Developer the Construction Cost. No reimbursement shall be due to Developer until the Upgraded Pavement Section has been fully installed, inspected, and approved by the City, and any real property dedicated to City.

7. **Default.**

7.1. 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.

7.2. 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.

8. **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:

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

8.2. 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.

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

9. **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.

10. **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.

11. **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.

12. **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.

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

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

For Developer:	Name	Jim Keller or Sunny Gallegos
	Company	Kelcon Inc
	address	1495 W 2950S
	city, state, zip	Perry UT 84302
	email	Kelcon1101@gmail.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.

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

- 15.1. Exhibit A – Property Description
- 15.2. Exhibit B – Construction Cost Estimate

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

(continued on next page)

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

FOR DEVELOPER

Shirley Gallegos
(name) Shirley Gallegos

STATE OF UTAH)

§

COUNTY OF Weber)

On this 9 day of December, in the year 21, before me Laurie Hellstrom
(notary public name) a notary public, personally appeared Shirley S Gallegos (name of document signer),
proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this
instrument, and acknowledged he/she/they executed the same..

Witness my hand and official seal.

Laurie Hellstrom
Notary Public signature

Laurie Hellstrom
(Printed Name)



FOR PLEASANT VIEW CITY

By: Leonard Call

Its: Mayor

Attest:

City Recorder

Approved as to Form: _____
City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
CONSTRUCTION COST ESTIMATE

EXHIBIT B



Simon Goe Subdivision

Cost Sharing Exhibit

Project Location: Parkland Blvd., north of 2775 N. (720 lf)

December 2, 2021

APPROXIMATE COSTS BASED ON DEVELOPER'S BID

APPROXIMATE COSTS BASED ON DEVELOPER'S BID														
		Master Planned Improvements				Project Improvements				Additional Improvements for Upgraded Pavement Section				
Item	Description	Quantity	Unit	Unit Price	Total Amount	Quantity	Unit	Unit Price	Total Amount	Quantity	Unit	Total Amount		
~ Roadway ~														
1	Excavate and dispose of existing material	4,409	c.y.	\$ 5.00	\$ 22,044	3,031	c.y.	\$ 5.00	\$ 15,156	1,378	c.y.	\$ 5.00	\$ 6,889	
2	Furnish and install granular borrow	3,385	ton	13.00	44,008	2,083	ton	13.00	27,082	1,302	ton	13.00	16,926	
3	Furnish and install untreated base course	3,030	ton	17.00	51,518	2,020	ton	17.00	34,345	1,010	ton	17.00	17,173	
4	Construct hot mix asphalt pavement	1,733	ton	81.63	141,424	1,485	ton	81.63	121,221	248	ton	81.63	20,203	
Pavement Subtotal =					\$ 258,994	Pavement Subtotal =					\$ 197,803	Pavement Subtotal =		\$ 61,191

When recorded, return to:

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

Affects Parcel No(s):

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

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

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

Section 6

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

Section 7

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

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

Section 8

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

Section 9

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

Section 10

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

Section 11

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

Section 12

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

Section 13

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

Section 14

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

Section 15

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

Section 16

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

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

(continued on next page)

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

SO AGREED this 20 day of December 2021.

FOR OWNER

Sunny Gallegos, President
(name), (title)
(company) Kelcon

Sunny Gallegos

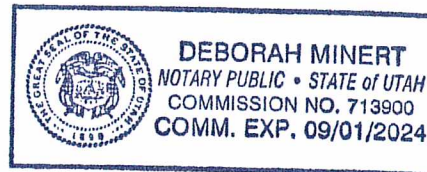
STATE OF UTAH)
§
COUNTY OF _____)

On this 20 day of Dec, in the year 2021, before me Deborah Minert
(notary public name) a notary public, personally appeared Sunny Gallegos
(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.

Deborah Minert
Notary Public signature

Deborah Minert
(Printed Name)



(seal)

FOR PLEASANT VIEW CITY

By: (name)

Its: Mayor

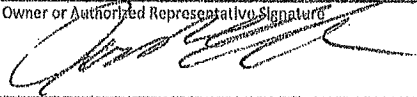
Attest:

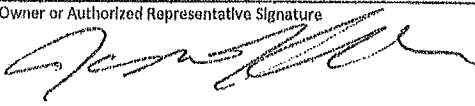
City Recorder

Approved as to Form: _____
City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
STORM WATER FACILITIES MAINTENANCE PLAN

Pleasant View City Storm Water Construction Activity Permit			Date Submitted		
Fees (Office Use)		Receipt Number (Office Use)	Permit Number (Office Use)	Priority Site (Office Use) ☐ Yes ☐ No	
Property Owner Contact Information			Authorized Representative Contact Information		
Name of Property Owner(s) GIDE GIDE PHARMACEUTICALS			Name of Person Authorized to Represent the Property Owner(s) (e.g. contractor) JIM KELLER		
Phone 435-872-8217			Phone 801-430-1101		
Email Address			Email Address KELCON1141@gmail.com		
Mailing Address of Property Owner(s) 65 N. STONE RD. SNOWVILLE, UT, 84336			Mailing Address of Authorized Person 1495 W. 2950 S. PERRY, UT 84302		
Project Information					
Project Name OSI-WINERY		Start Date ASAP	Estimated Project Length (mo) 12 MONTHS		
Project Address 2775 PARKLAND BLVD. PLEASANT VIEW, UT. 84404		Previous Permit No. (if applicable)			
Submittal Checklist					
The following items are required based on the amount and/or type of disturbance. Check one:					
☒ 1 acre (43,560 sq ft) or greater 1. Application 2. SWPPP 3. NOI 4. NOT*		☐ Common Plan of Development 1. Application 2. SWPPP 3. NOI 4. NOT*		☐ Special Concern Areas (as determined by City) 1. Application 2. Erosion Control Plan	
*Post-construction submittal <u>Application</u> - Complete, signed application, including payment of applicable fees. <u>Common Plan of Development</u> - Construction activity related to residential, commercial, or industrial building on an individual lot or parcel which is part of a common plan of development or sale, as more specifically defined in UPDES General Permit for Discharges from Small Municipal Separate Storm Sewer System (MS4s). <u>Erosion Control Plan</u> - A plan identifying: 1) the general topographic features of the site, 2) the direction of existing storm water flows from the site, 3) proposed improvements to the site, 4) locations of best management practices to control quantity and quality of storm water leaving the site during disturbance, including restoration, and 5) sequencing plan or narrative. <u>SWPPP</u> - Storm Water Pollution Prevention Plan which meets the criteria set forth in UPDES General Permit for Storm Water Discharges from Construction Activities (UTRC00000). <u>NOI</u> - Notice of Intent as filed with the State of Utah. <u>NOT</u> - Permittee is legally responsible for the permit requirements until a NOT (Notice of Termination) is submitted and approved. Final site stabilization, removal of construction BMPs, and City notification is required before a NOT can be submitted. Permittee cannot submit a NOT without final stabilization unless another party has agreed to file a NOI (Notice of Intent) to assume responsibility for final stabilization of the					
Applicant Authorization					
By signing below, the Owner/Representative authorizes the City to enter the property to perform inspections.					
Owner or Authorized Representative Signature 				Date 12/17/21	
City Approval					
Signature of Approval (City Official)				Date	

Pleasant View City Storm Water Connection Permit			Date Submitted
Fees (Office Use)	Receipt Number (Office Use)	Permit Number (Office Use)	Priority Site (Office Use) ☐ Yes ☐ No
Project Owner Contact Information		Contractor Information	
Name of Property Owner(s) GOE GOE PHARMACEUTICALS		Name of Contact Person JIM KELLER	
Phone 435-872-8217		Phone 801-430-1101	
Email Address		Email Address KELCON1101@gmail.com	
Mailing Address of Property Owner(s) 65 N. STONE Rd. SNOWVILLE, UT 84336		Company Name and License Number KELCON INC 371536-5501	
Project Information			
Project Name OS1 - WINERY		Start Date ASAP	Estimated Project Length (days) 12 MONTHS
Project Address 2775 PARKLAND BLVD PLEASANT VIEW UT. 84404		Location of Connection to Storm Drain System (be precise) CORNER OF 2775 PARKLAND BLVD. PLEASANT VIEW, UT 84404 (WEST SIDE)	
Submittal Checklist			
1. Description of purpose of connection 2. Description of connection (may submit approved engineering plans, detailed sketch, and/or written description) a. Provide pipe sizes, material types, connection type b. Show structure type and size being connected to 3. Traffic control plan 4. BMP Plan - A plan incorporating storm water BMPs that meet the requirements of City Ordinance 13.09.040. 5. Maintenance Plan - A plan outlining how the applicant will maintain the storm water improvements listed in the application, when applicable.			
Applicant Certification/Authorization			
By signing below, Owner certifies and/or agrees that:			
1. Contractor is properly licensed and insured if connection is located within City right-of-way or property. 2. Owner or Contractor will notify the City 48 hours prior to making the connection. 3. Owner or Contractor will provide as-built drawings following the completion of the connection. 4. Owner authorizes the City to enter the property to perform any necessary inspections, when applicable. 5. Owner agrees to repair any damage done to existing utilities at their own expense. 6. Owner agrees to have site bluestaked prior to performing any work.			
Owner or Authorized Representative Signature 			Date 12/17/21
City Approval			
Signature of Approval (City Official)			Date

Memorandum of Understanding

State of Utah Office of State Debt Collection

1. **PARTIES:** The Parties to this Memorandum of Understanding (MoU) are: The Office of State Debt Collection (OSDC) and the Pleasant View Justice Court (The Court).
2. **PURPOSE:** This MoU establishes an agreement by which the Parties can work together to collect debts owed to The Court and in cases handled by The Court.
3. **TERM:** This MoU will become effective the Date that all Parties have signed the MoU. The MoU will remain in effect until terminated by a 60-day advance written notice sent by any Party hereto to an individual of sufficient authority (i.e., manager, administrator, etc.) for the other Party.
4. **AUTHORITY:** OSDC has statutory authority to collect accounts receivable for courts under Utah Code Ann. § 63A-3-501 *et seq*, and criminal courts have authority to transfer overdue debts to OSDC under Utah Code Ann. § 77-18-114. This MoU outlines the understanding between the Parties, and is meant to comply with Utah law. In any apparent conflict between the Utah Code and this memorandum, the Utah Code shall govern.

Each signor to this MoU hereby represents that he or she has the authority to enter into agreements on behalf of his or her respective entity and to agree to each and every term herein.

5. **RELATIONSHIP:** There exists a service provider/client relationship between The Court and OSDC.
6. **COLLECTION:**
 - A. The Court will create a judgment and send corresponding collection accounts ("Accounts") to OSDC. It is the Court's responsibility to ensure that the judgment is properly filed and recorded, in part, to ensure any appropriate liens are in place.
 - B. Accounts will be transmitted to OSDC from the Court via CORIS interface file. Accounts will be entered into CORIS by the Court and OSDC will retrieve the relevant data via the interface file from CORIS. The Court is responsible for the accuracy of data submitted. OSDC is responsible for ensuring that the information retrieved from CORIS is maintained accurately.
 - i. The Court will provide a list of one or more contact persons along with contact information to which requests for information or documentation may be made.
 - ii. The Court will input all information requested in CORIS to the extent that it is known. This information will allow OSDC to work cases and collect the debts independently.
 - iii. Inquiries by a debtor which are beyond the information provided to OSDC will be referred to a designated person of valid position as designated by the Court for such inquiries, or to the Court in general if no such person is designated.
 - C. OSDC may use any legal means it deems appropriate to collect the accounts at its discretion. The collection methods include, but are not limited to: garnishments, liens, and using outside third party collection agencies. The Utah Attorney General's Office provides legal counsel for OSDC.

- D. OSDC may add collection costs, fees, and interest to Accounts when they are received from the Court, as allowed per statute.
- E. OSDC may contact a designated person at the Court for approval of any settlement negotiations that would result in less than full payment. OSDC does have full authority to make any adjustments to collection costs, fees, and interest charges that OSDC deems appropriate. Adjustments will not be made to restitution amounts without prior approval from the victim.
- F. If at any time OSDC determines that the debt is uncollectable for any reason, including, but not limited to, death, disability, statute of limitations, or other reasons, OSDC may, in its discretion, stop collection efforts and these accounts will be reported to the Court.
- G. The Court has the right to modify Accounts.
 - i. The Court may recall Accounts from OSDC at any time in order to correct clerical errors. Accounts may be recalled by sending an email to osdcommon@utah.gov. The email must include a reason for the recall. Once the error is fixed, the Court shall refer the Account back to OSDC.
 - ii. To modify the amount or distribution codes of Accounts, the Court must first recall the Accounts from OSDC, modify the Accounts in CORIS, and then re-send the corrected Accounts to OSDC. Adjustments to an Account shall be entered within 5 days in CORIS. OSDC will update its records based on the re-submitted Accounts from the CORIS interface.
 - iii. Accounts placed with OSDC may not be recalled for the purpose of reducing or avoiding payment of statutory collection costs, fees, or interest. Accounts may not be recalled if any payment(s) are thereafter to be made to the Court in, or in connection with, an Account - unless the Account was not past due at the time of referral to OSDC.
- H. Payments on Accounts within the control of OSDC will be processed by OSDC.
 - i. Payments received by the Court within five (5) days of submitting an account to OSDC may be processed by the Court, if this occurs the Court shall notify OSDC of the new balance. Payments received after five (5) days will be forwarded to OSDC to be processed.
 - ii. Guaranteed funds, including but not limited to: Money Orders, Credit Cards, Cash, Title Company Checks, Cashier's Checks, and Electronic Fund Transfers, will be processed and remitted upon receipt.
 - iii. Non-Guaranteed funds, including personal checks, which are received from a debtor, will be held for a period of two (2) weeks prior to remitting to the Court to ensure that the funds clear.
 - iv. Once a payment is received that results in a \$0.00 account balance, OSDC will file a Satisfaction of Judgment document with the Court.
- I. OSDC may take its collection costs and fees out of the received payments prior to remitting the balance to the Court.
 - i. On Accounts collected in full, including collection costs and interest, OSDC will take the collection costs, and interest related to the collection costs.
 - ii. On Accounts negotiated to collection for an amount other than full payment, OSDC will take the statutorily provided collection amount. This amount is subject to statutory authority and is subject to change by the legislature.
- J. Remittance will be made to the Court and other payees by draft or electronic transfer.
 - i. Remittance to the Court will be done in a single draft at least monthly, unless the collected amount for the month is less than \$25.00, in which case the balance will carry over and be added to the next month. Monies collected do not accrue

interest for the time from collection to remittance to the Court. At fiscal year-end a draft will be issued regardless of the amount.

ii. OSDC will remit payments to the CORIS distribution codes placed with each of the Accounts by draft or electronic transfer. Distribution to the various distribution codes will be per statute identified in Utah Code Section 77-18-114 in accordance with Sections 51-9-402, 63A-3-506, and 78A-7-120.

iii. Each month OSDC will provide the Court an itemization of remittances based on CORIS Accounts provided by the Court. It will be the Court's responsibility to ensure the CORIS distribution codes appropriately allocate the payments.

K. Bankruptcy or Death notices received by the Court will be forwarded to OSDC within 5 days of receipt so appropriate action can be taken on the account.

7. **REPORTING:** OSDC will provide access to an online reporting tool for the Court to keep track of the accounts that OSDC has. This reporting system is updated monthly on the last business day of each month, and on the actual last day of each quarter. This system allows for reporting that shows outstanding cases, balances, closed cases, and collected amounts. If additional reporting is required, OSDC will work with the Court to provide any necessary tracking information. The Parties will be available to meet as needed to discuss any issues with the ongoing collection efforts. Additionally each Party will ensure that all other Parties have good contact information (name, email address, and phone number) of the primary contact for that party.

Pleasant View Justice Court

Date

The foregoing affidavit was sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or presented a valid driver's license or other Utah DMV-issued identification card.

NOTARY PUBLIC

OSDC

Date

The foregoing affidavit was sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or presented a valid driver's license or other Utah DMV-issued identification card.

NOTARY PUBLIC