

Pleasant View City Council

Meeting Agenda

Tuesday, September 27, 2022

6:00 p.m.

6:00 P.M. 1. **Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought:
(*Council Member Steve Gibson*)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. 2. **Consent Items.**

- a. Minutes of September 13, 2022

6:10 P.M. 3. **Public Hearing - Vacation of Public Utility Easement.** Discussion and possible action to consider removing an unused utility easement, which currently exists along the south and east sides of the property located at 1041 Mountain Orchard Drive.
(*Presenter: Amy Mabey*)

6:20 P.M. 4. **2700 North Bailey PUD Agreement for Completion of Improvements.** Discussion and possible action to consider approval of a bond agreement for the 2700 North Bailey PUD located at approximately 500 West and 2700 North. (*Presenter: Amy Mabey*)

6:35 P.M. 5. **Boyer Pleasant View Subdivision Final Plat Approval with Agreement for Completion of Improvements.** Discussion and possible action to consider approval of subdivision plat approval and a bond agreement for the Boyer Pleasant View Subdivision located at 3205 North Highway 89. (*Presenter: Amy Mabey*)

6:45 P.M. 6. **Vehicle Leases.** Discussion and possible action to approve one three-year lease with The Bancorp for one police vehicle. (*Presenter: Ryon Hadley*)

6:50 P.M. 7. **Recreation Fees.** Discussion and possible action to modify recreation fees for youth basketball registration, Resolution 2022-S. (*Presenter: Amy Mabey*)

7:00 P.M. 8. **Closed Meeting.** Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

7. Other Business

8. Adjournment

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, September 27, 2022, commencing at 6:00 PM.

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.

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

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

September 13, 2022

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:03 P.M.

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Steve Gibson
David Marriott
Philip Nelsen (via Zoom)
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Ryon Hadley
Paul Smith

VISITORS:

Jerry Burns

1. Introduction.

a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought

Dave Marriott.

b. Declaration of Conflicts of Interest

None given.

c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

None given.

2. Consent Items.

a. Minutes of August 30, 2022 (open and closed (2))

b. Bills of Pleasant View City

Motion was made by CM Arrington to approve the consent items (minutes of August 30, 2022 (open and closed (2)) and the bills of Pleasant View City. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

3. 1000 West Escrow Agreement Amendment. Discussion and possible action to consider an amendment to the 1000 West Escrow Agreement to reflect the actual bid award figures. (Presenter: Amy Mabey)

Amy Mabey: this is similar to the approved escrow. This is an addendum and a clean-up item. The original award reflected for any change but Sunpro felt more comfortable with this than the estimated number. This is also gives a good historical record.

Motion was made by CM Arrington to amend the 1000 West Escrow Agreement Amendment. Discussion and possible action to consider an amendment to the 1000 West

Escrow Agreement to reflect the actual bid award figures. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

4. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

None.

5. Other Business

Mayor Call: the Heritage Foundation would like to utilize Wadman Park. Jerry Burn: the proposal is to have a site for a heritage building/nature center. We are not asking for money but need property. We have been in contact with the Corp of Engineers. How do you feel about that? Mayor Call: we could move the city hall museum to that place. Jerry Burns: Wadman Corp will be involved. We are a non-profit. CM Gibson: I am supportive. CM Marriott: would someone be there daily? Jerry Burn: it would be a gathering site and for lectures. CM Urry: consider RAMP funding. Mayor Call: you got a good feeling from the council.

Amy Mabey: CM Nelsen has noticed that the columns in the escrow don't line up. We are in the process of hiring a planner. At the planning conference the issues are water

Ryon Hadley: Officer Read has put in his notice to retire. Officer Jackson, our parttime officer has gone fulltime. Paul Smith has advanced to Sergeant to replace Officer Read. In August there were 735 calls, 72 citation and 7 arrests.

CM Arrington: there are speeding issues. I will be meeting with residents.

CM Urry: there is one more food truck event. There will be education material on gun safety at the event.

CM Marriott: what about the Board of Adjustment public noticing? Mayor Call: we are looking at noticing and reviewing appointments. Amy Mabey: we met the state law on what was required.

Mayor Call: I will be gone for the next meeting. CM Gibson and CM Marriott will be working on the multi-sports park. At a future workshop we need to revisit the General Plan, water needs, future transportation all need to updated.

CM Marriott: do we allow short-term rentals? Amy Mabey: they are allowed but they need a license and pay room tax with the state. That is on a list of projects.

6. Adjournment: 6:34 P.M.



City Council Staff Report

Vacation of Public Utility Easement

September 22, 2022

BASIC INFORMATION

Applicant(s):	Zach and Kellie Haines
Location:	1041 Mountain Orchard Drive
Parcel Number:	172990004

BACKGROUND

An application is before the City Council for consideration to remove an unused utility easement, which currently exists along the south and east sides of the property located at 1041 Mountain Orchard Drive. This is being considered for City Council approval in accordance with Utah Code § 10-9a-609.5.

The applicants have received clearance from Pleasant View City Public Works Department, taking into consideration the city's interests, as well as other applicable utility companies. If approved, this modification will go into effect upon recordation at the Weber County Recorder's office.

CITY COUNCIL APPROVAL CONSIDERATION

The City Council will consider an ordinance to remove a public utility easement, as per the application submitted by the property owner.

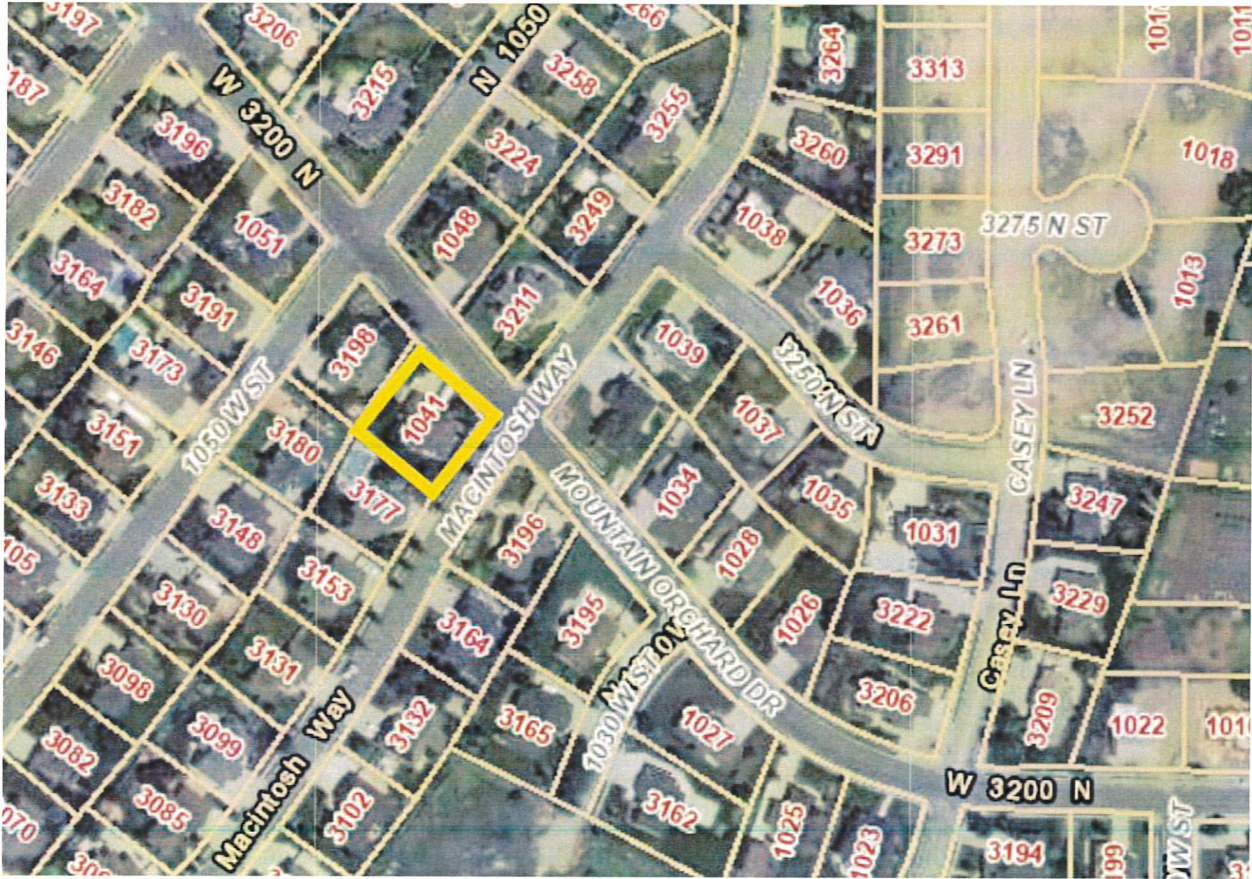
STAFF CONTACT

Amy Mabey, MPA
City Administrator
amabey@pleasantviewcity.com
801-827-0468

ATTACHMENT(S)

- 1) Vicinity Map
- 2) Plat Map
- 3) Draft Ordinance

ATTACHMENT 1) Vicinity Map



ATTACHMENT 2) Plat Map



ORDINANCE NO. 2022-25

AN ORDINANCE OF PLEASANT VIEW CITY VACATING THE 10' PUBLIC UTILITY EASEMENT WITHIN LOT 172990004 OF THE ORCHARDS PHASE 1 SUBDIVISION

Owner has filed a petition to vacate the west side public utility easement within lot 172990004, Orchards Phase 1 Subdivision, at 1041 Mountain Orchard Drive, as depicted in Exhibit A of this ordinance; and

WHEREAS, after providing proper public notice, a public hearing was held before the Pleasant View City Council on May 10, 2022, regarding the vacation of the public utility easements; and

WHEREAS, Pleasant View City Public Works and Engineering have been notified and has provided written approval of the public utility easement vacation; and

WHEREAS, the Council finds that good cause exists to vacate the public utility easement, and that it will not substantially affect the Pleasant View City General Plan, and that neither the public interest nor any person will be materially injured;

NOW THEREFORE, the Pleasant View City Council ordains as follows: the south and east side ten-foot public utility easement within Lot 172990004, Orchards Phase 1 Subdivision, is hereby vacated, as depicted in Exhibit A of this ordinance.

This Ordinance shall be effective upon adoption and recordation at Weber County.

Adopted and ordered published this 27th day of September 2022.

Pleasant View City

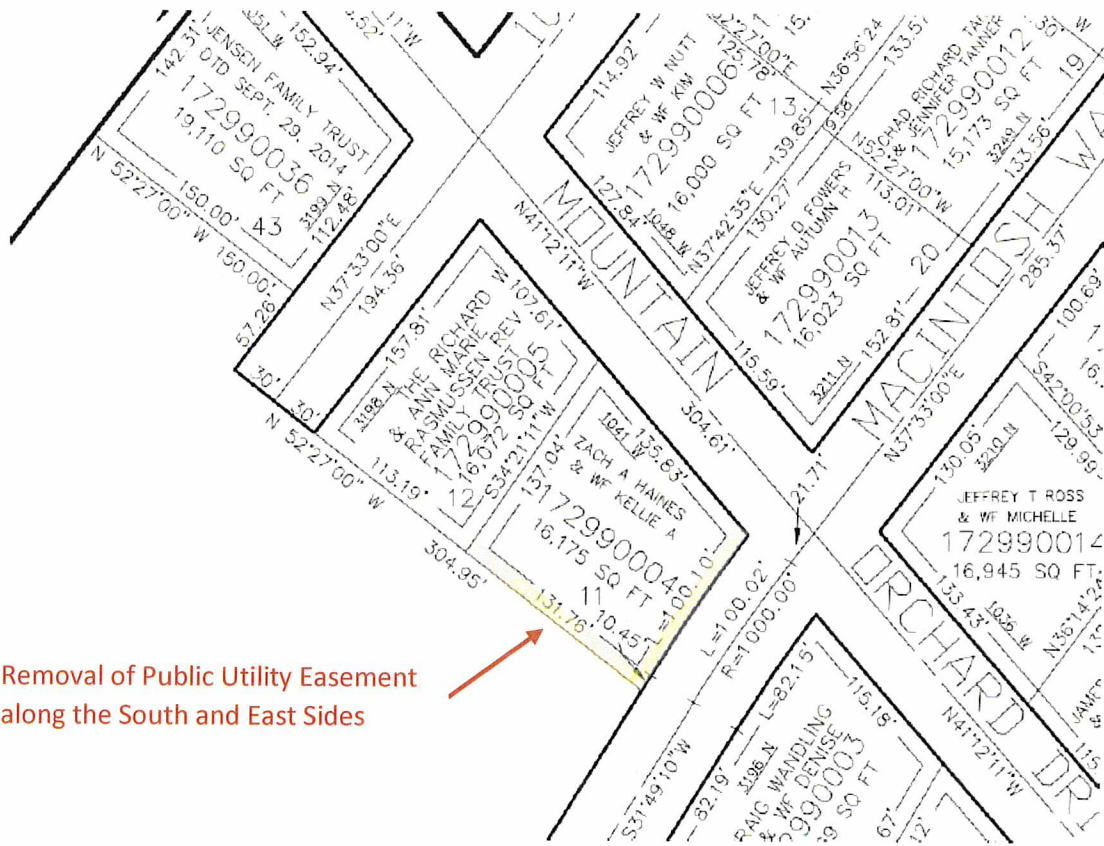
By _____
Leonard Call, Mayor

Council Member Arrington	Voted _____
Council Member Gibson	Voted _____
Council Member Marriott	Voted _____
Council Member Nelsen	Voted _____
Council Member Urry	Voted _____

ATTEST:

Laurie Hellstrom, Recorder

Exhibit A



Removal of Public Utility Easement
along the South and East Sides

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

BOND AGREEMENT FOR COMPLETION OF IMPROVEMENTS

Bailey 2700 North PUD

Affecting Weber County Parcels 17-063-0071 and 170600049

This Bond Agreement for Completion of Improvements ("Agreement") is made this _____, day of _____, 2022 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and the undersigned owner (or soon to be owner) of real property located within the City (referred to in this Agreement as "Developer"). The City and Developer may also be referred to as Party or Parties within the agreement.

RECITALS

WHEREAS, City has granted Developer approvals for the construction of improvements for a site plan in Pleasant View City, Weber County, Utah. The site plan is known as Bailey 2700 North PUD ("Project"). Exhibit A delineates the site area. Project contains Weber County Parcel numbers listed above.

WHEREAS, Developer now desires to enter into this 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;

WHEREAS, Developer owns, or will soon own, legal title to the real property (the "Property") described on Exhibit A. Developer has filed, or soon will file, a request with the City for approval of a subdivision or PUD;

WHEREAS, Developer has requested that the City allow recording of the final plat of the Subdivision prior to construction and installation of the required public improvements (the "Improvements") on or adjacent to the Property in connection with the Subdivision. The Improvements and an engineer's estimated cost of completion are described on Exhibit B;

WHEREAS, The Parties intend to set forth herein their entire agreement regarding the Improvements, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

NOW, THEREFORE, in consideration of the recitals above, 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

Section 1. Developer's Completion and Warranty Obligations.

Developer irrevocably acknowledges its obligation to install the Improvements without cost to the City and hereby agrees to complete the installation of the Improvements in a good, workmanlike, lien-free manner within two (2) years after the date of this Agreement. Further, Developer hereby warrants that the Improvements will be free of defects, poor workmanship, or materials (normal wear and tear excepted) for a period of one (1) year after all of the Improvements have been installed and finally accepted by the City (the "Warranty").

Section 2. Repairs.

Developer and the City agree that all responsibility for repair and maintenance of the Improvements remains with Developer until all of the Improvements have been installed, inspected, and finally accepted by the City (collectively, "Installation/Acceptance") and the Warranty has expired.

Section 3. Letter of Credit.

To assure and guaranty (a) the satisfactory and timely Installation/Acceptance of the Improvements, and (b) the Warranty, Developer shall contemporaneously herewith deposit with the City an irrevocable letter of credit (referred to as the "Letter of Credit"), dated _____, issued by _____ ("Issuer"), number _____ in the principal amount of \$ _____, substantially in the form as set forth in Exhibit C. The amount of the Letter of Credit is the engineer's estimated cost of completion of the Improvements as set forth in Exhibit B.

Section 4. Reduction of Letter of Credit.

In addition to the reduction with respect to the warranty described below, Developer may request a one-time reduction in the amount of the Letter of Credit if an element or elements of the Improvements (i.e., storm drain, roadway, parks and open space, and/or culinary and irrigation water) have been constructed to the satisfaction of the City. In such event, the amount of the Letter of Credit will be reduced by fifty percent (50%) of the amount identified with respect to such element or elements delineated on Exhibit B. Upon Installation/Acceptance of all the Improvements, the Letter of Credit shall be reduced to an amount equal to ten percent (10%) of the engineer's estimated cost of completion of the Improvements as set forth on Exhibit B. Further, if one (1) year after final Installation/Acceptance of the Improvements, the Improvements are then free of defects, normal

wear and tear excepted, the City will release the remaining amount of the Letter of Credit.

Section 5. Failure to Install Improvements/Failure of Warranty.

If (a) Installation/Acceptance of the Improvements has not occurred within two (2) years after the date of this Agreement, or (b) the Improvements are not free of defects (normal wear and tear excepted) for one (1) year after Installation/Acceptance, then the City may unilaterally (without consent or approval of any kind from Developer) at any time thereafter may demand and receive from the Issuer the (remaining or full) amount of the Letter of Credit (full or any amount). The City shall be deemed fully authorized (without further action or notice whatsoever) to use as much of the proceeds of the Letter of Credit as is required (in the City's sole opinion) to satisfactorily complete installation of the Improvements and/or to repair any defects therein, including (without limitation) the cost of any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to effect such work. Any balance of the proceeds of the Letter of Credit remaining after payment of all such costs, fees, and expenses, and a reasonable reserve, in an amount determined by the City, shall be paid to Developer.

Section 6. No Waiver or Estoppel.

This Agreement is irrevocable unless revoked by the mutual consent of Developer and the City. Neither this Agreement nor deposit of the Letter of Credit by Developer and the acceptance of the Letter of Credit or this Agreement by the City, shall constitute a waiver or estoppel by or against the City concerning the Improvements; nor shall any such matters in any way relieve Developer from the obligations to (a) timely achieve satisfactory Installation/Acceptance of the Improvements, or (b) fully perform under the Warranty, regardless of whether or not the Letter of Credit is adequate to pay for the satisfactory Installation/Acceptance of the Improvements or the satisfactory fulfillment of the Warranty. If the Letter of Credit is inadequate to pay for the cost of Improvements for whatever reason, Developer agrees to pay such deficiency independent of this Agreement, which amount may include any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to affect such work. Additionally, no further permits or approvals shall be issued with respect to the Subdivision or to the Developer until such deficiency is cured.

Section 7. Limitation on Issuer's Duties.

The Issuer of the Letter of Credit has no duty, responsibility, or liability whatsoever to affect the physical installation of the Improvements. Issuer's only duty hereunder is to hold and distribute the Letter of Credit in accordance with the terms and provisions of the Letter of Credit, provided, however, such Issuer shall be responsible and/or liable for disbursements of the Credit that occur without the written direction of the City.

Section 8. Inspection.

The City shall have the right to inspect Improvements during construction. The Developer shall notify the City in writing when underground improvements are ready to be backfilled and agrees not to

backfill such trenches or excavations until such underground improvements have been inspected by the City.

Section 9. **General Provisions.**

The following provisions are also an integral part of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, in lieu of, or a limitation of any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Attorneys' Fees. In the event any action or proceeding is brought by either party regarding this Agreement, the prevailing party shall be entitled to recover its costs, expert witness fees, and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, or on appeal.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein or to such other address(es) as may be supplied

by a party to the other from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of the City.

(m) No Partnership. The City and Developer do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

(n) Benefit of Agreement. The benefits and protection provided by this Agreement shall inure solely to the City. The City shall not be liable for any claim or obligation of Developer. City may, in its sole and absolute discretion, interplead the an funds from the Letter of Credit (full or any amount thereof) with a court pursuant to Utah R. Civ. P. 67 and Utah Code Ann. § 76-27-4.

(o) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any such writings, shall be deemed to refer to and include the Agreement and all exhibits and writings.

(p) 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.

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

For Developer:	Brent Bailey MAILING ADDRESS brent.bailey@ekbailey.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.

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

1.1. Exhibit A – Site

1.2. Exhibit B – Engineer’s Estimate

2. **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 LETTER OF CREDIT ISSUER

By: (Print name) _____
Its: (title) _____

FOR DEVELOPER

By: (Print name) _____
Its: (title) _____

FOR PLEASANT VIEW CITY

By: (name) _____
Its: Mayor

Attest: _____
City Recorder

ACKNOWLEDGMENT OF LETTER OF CREDIT ISSUER

STATE OF UTAH }
 §
COUNTY OF _____}

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

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF _____}

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

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

EXHIBIT A
SITE AND LEGAL DESCRIPTION

Weber County Parcels 17-063-0071 and 170600049

EXHIBIT B
ENGINEER'S ESTIMATE

[Improvements and an engineer estimated cost of completion]

BAILEY 2700 NORTH PUD

September 2022

IMPROVEMENTS GUARANTEE SUMMARY



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
CULINARY WATER SUBTOTAL	\$ 232,945.34	\$ 232,945.34
SECONDARY WATER SUBTOTAL	53,050.00	53,050.00
SANITARY SEWER SUBTOTAL	164,900.00	164,900.00
STORM DRAIN SUBTOTAL	332,075.00	332,075.00
SITE & STREET IMPROVEMENTS SUBTOTAL	153,600.00	153,600.00
TOTAL IMPROVEMENTS COST	\$ 936,570.34	\$ 936,570.34
5% CONTINGENCY	46,828.52	46,828.52
10% GUARANTEE	93,657.03	93,657.03
TOTAL ESCROW AMOUNT		\$ 1,077,055.89

City Engineer Review & Recommendation

Dana Q. Shuler

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

City Engineer

09/23/2022

Date

BAILEY 2700 NORTH PUD
COST ESTIMATE FOR IMPROVEMENTS GUARANTEE SETUP
Brent Bailey

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
CULINARY WATER SYSTEM								
1	Furnish and install 10" C-900 DR-14 waterline (includes bedding and testing)	1,326	l.f.	\$ 45.00	\$ 59,670.00	-	1,326	\$ 59,670.00
2	Furnish and install 10" gate valve	3	ea.	2,500.00	7,500.00	-	3	7,500.00
3	Furnish and install 8" C-900 DR-14 waterline (includes bedding and testing)	1,606	l.f.	40.00	64,240.00	-	1,606	64,240.00
4	Furnish and install 8" gate valve	8	ea.	1,600.00	12,800.00	-	8	12,800.00
5	Furnish and install fire hydrant assembly	7	ea.	5,500.00	38,500.00	-	7	38,500.00
6	Connect new waterline to existing waterline	1	ea.	4,000.00	4,000.00	-	1	4,000.00
7	Furnish and install 2" service tap	8	ea.	5,000.00	40,000.00	-	8	40,000.00
8	Furnish and install 6" fire line	80	l.f.	40.00	3,200.00	-	80	3,200.00
9	Imported backfill (3' wide x 3' cover avg)	1,012	ton	3.00	3,035.34	-	1,012	3,035.34
CULINARY WATER SUBTOTAL					\$ 232,945.34			\$ 232,945.34
SECONDARY WATER SYSTEM								
10	Furnish and install 4" C-900 DR-14 waterline (includes bedding and testing)	1,430	l.f.	\$ 35.00	\$ 50,050.00	-	1,430	\$ 50,050.00
11	Irrigation Meter Box / Point of Connection	1	ea.	3,000.00	3,000.00	-	1	3,000.00
SECONDARY WATER SUBTOTAL					\$ 53,050.00			\$ 53,050.00
SANITARY SEWER SYSTEM								
12	Furnish and install 6" ASTM D-3034 SDR 35 sewer service line	580	l.f.	\$ 30.00	\$ 17,400.00	-	580	\$ 17,400.00
13	Furnish and install 8" ASTM D-3034 SDR 35 sewer line	2,160	l.f.	37.50	81,000.00	-	2,160	81,000.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
14	Furnish and install 8"x6" service wye	11	ea.	1,000.00	11,000.00	-	11	11,000.00
15	Furnish and install 4' diameter manhole	8	ea.	4,000.00	32,000.00	-	8	32,000.00
16	Furnish and install 5' diameter manhole	4	ea.	4,500.00	18,000.00	-	4	18,000.00
17	Construct new 5' diameter manhole on existing sewer line	1	ea.	5,500.00	5,500.00	-	1	5,500.00
18	Imported backfill (4' wide x 6' cover avg)	3,629	ton	-	-	-	3,629	-
SANITARY SEWER SUBTOTAL					\$ 164,900.00			\$ 164,900.00

STORM DRAIN SYSTEM

19	Furnish and install 12" and 15" storm drain	2,634	l.f.	\$ 35.00	\$ 92,190.00	-	2,634	\$ 92,190.00
20	Furnish and install curb inlet/catch basin/junction box	24	ea.	3,000.00	72,000.00	-	24	72,000.00
21	Furnish and install storm tech chambers (underground detention)	15,312	c.f.	10.00	153,120.00	-	15,312	153,120.00
22	Furnish and install culvert end section	3	ea.	600.00	1,800.00	-	3	1,800.00
23	Connect to UDOT storm drain box	1	ea.	600.00	600.00	-	1	600.00
24	Excavate and grade detention basin	473	c.y.	5.00	2,365.00	-	473	2,365.00
25	Landscape detention basin	1	l.s.	10,000.00	10,000.00	-	1	10,000.00
STORM DRAIN SUBTOTAL					\$ 332,075.00			\$ 332,075.00

SITE & STREET IMPROVEMENTS

26	Construct heavy duty pavement	38,400	s.f.	\$ 4.00	\$ 153,600.00	-	38,400	\$ 153,600.00
SITE & STREET IMPROVEMENTS SUBTOTAL					\$ 153,600.00			\$ 153,600.00

PROJECT TOTAL = \$ 936,570.34 REMAINING TOTAL = \$ 936,570.34

EXHIBIT C
TO BOND AGREEMENT FOR
COMPLETION OF IMPROVEMENTS

[LETTER OF CREDIT]
(CANNOT EXPIRE BEFORE 12 MONTHS FROM THE
DATE OF THIS AGREEMENT IF LETTER OF CREDIT AUTOMATICALLY RENEWS OR 36 MONTHS
FROM THE DATE OF THIS AGREEMENT)

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

BOND AGREEMENT FOR COMPLETION OF IMPROVEMENTS

Boyer Pleasant View

*Affecting Weber County Parcels 19-016-0001, 19-016-0097, 19-016-0098, 19-016-0039
19-016-0041, 19-016-0126, and 19-016-0127*

This Bond Agreement for Completion of Improvements ("Agreement") is made this _____, day of _____, 2022 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and the undersigned owner (or soon to be owner) of real property located within the City (referred to in this Agreement as "Developer"). The City and Developer may also be referred to as Party or Parties within the agreement.

RECITALS

WHEREAS, City has granted Developer approvals for the construction of improvements for a site plan in Pleasant View City, Weber County, Utah. The site plan is known as Boyer Pleasant View ("Project"). Exhibit A delineates the site area. Project contains Weber County Parcel numbers listed above.

WHEREAS, Developer now desires to enter into this 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;

WHEREAS, Developer owns, or will soon own, legal title to the real property (the "Property") described on Exhibit A. Developer has filed, or soon will file, a request with the City for approval of a subdivision or PUD;

WHEREAS, Developer has requested that the City allow recording of the final plat of the Subdivision prior to construction and installation of the required public improvements (the "Improvements") on or adjacent to the Property in connection with the Subdivision. The Improvements and an engineer's estimated cost of completion are described on Exhibit B;

WHEREAS, The Parties intend to set forth herein their entire agreement regarding the Improvements, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

NOW, THEREFORE, in consideration of the recitals above, 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

Section 1. Developer's Completion and Warranty Obligations.

Developer irrevocably acknowledges its obligation to install the Improvements without cost to the City and hereby agrees to complete the installation of the Improvements in a good, workmanlike, lien-free manner within two (2) years after the date of this Agreement. Further, Developer hereby warrants that the Improvements will be free of defects, poor workmanship, or materials (normal wear and tear excepted) for a period of one (1) year after all of the Improvements have been installed and finally accepted by the City (the "Warranty").

Section 2. Repairs.

Developer and the City agree that all responsibility for repair and maintenance of the Improvements remains with Developer until all of the Improvements have been installed, inspected, and finally accepted by the City (collectively, "Installation/Acceptance") and the Warranty has expired.

Section 3. Letter of Credit.

To assure and guaranty (a) the satisfactory and timely Installation/Acceptance of the Improvements, and (b) the Warranty, Developer shall contemporaneously herewith deposit with the City an irrevocable letter of credit (referred to as the "Letter of Credit"), dated _____, issued by _____ ("Issuer"), number _____ in the principal amount of \$_____, substantially in the form as set forth in Exhibit C. The amount of the Letter of Credit is the engineer's estimated cost of completion of the Improvements as set forth in Exhibit B.

Section 4. Reduction of Letter of Credit.

In addition to the reduction with respect to the warranty described below, Developer may request a one-time reduction in the amount of the Letter of Credit if an element or elements of the Improvements (i.e., storm drain, roadway, parks and open space, and/or culinary and irrigation water) have been constructed to the satisfaction of the City. In such event, the amount of the Letter of Credit will be reduced by fifty percent (50%) of the amount identified with respect to such element or elements delineated on Exhibit B. Upon Installation/Acceptance of all the Improvements, the Letter of Credit shall be reduced to an amount equal to ten percent (10%) of the engineer's estimated cost of completion of the Improvements as set forth on Exhibit B. Further, if one (1) year after final Installation/Acceptance of the Improvements, the Improvements are then free of defects, normal

wear and tear excepted, the City will release the remaining amount of the Letter of Credit.

Section 5. Failure to Install Improvements/Failure of Warranty.

If (a) Installation/Acceptance of the Improvements has not occurred within two (2) years after the date of this Agreement, or (b) the Improvements are not free of defects (normal wear and tear excepted) for one (1) year after Installation/Acceptance, then the City may unilaterally (without consent or approval of any kind from Developer) at any time thereafter may demand and receive from the Issuer the (remaining or full) amount of the Letter of Credit (full or any amount). The City shall be deemed fully authorized (without further action or notice whatsoever) to use as much of the proceeds of the Letter of Credit as is required (in the City's sole opinion) to satisfactorily complete installation of the Improvements and/or to repair any defects therein, including (without limitation) the cost of any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to effect such work. Any balance of the proceeds of the Letter of Credit remaining after payment of all such costs, fees, and expenses, and a reasonable reserve, in an amount determined by the City, shall be paid to Developer.

Section 6. No Waiver or Estoppel.

This Agreement is irrevocable unless revoked by the mutual consent of Developer and the City. Neither this Agreement nor deposit of the Letter of Credit by Developer and the acceptance of the Letter of Credit or this Agreement by the City, shall constitute a waiver or estoppel by or against the City concerning the Improvements; nor shall any such matters in any way relieve Developer from the obligations to (a) timely achieve satisfactory Installation/Acceptance of the Improvements, or (b) fully perform under the Warranty, regardless of whether or not the Letter of Credit is adequate to pay for the satisfactory Installation/Acceptance of the Improvements or the satisfactory fulfillment of the Warranty. If the Letter of Credit is inadequate to pay for the cost of Improvements for whatever reason, Developer agrees to pay such deficiency independent of this Agreement, which amount may include any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to affect such work. Additionally, no further permits or approvals shall be issued with respect to the Subdivision or to the Developer until such deficiency is cured.

Section 7. Limitation on Issuer's Duties.

The Issuer of the Letter of Credit has no duty, responsibility, or liability whatsoever to affect the physical installation of the Improvements. Issuer's only duty hereunder is to hold and distribute the Letter of Credit in accordance with the terms and provisions of the Letter of Credit, provided, however, such Issuer shall be responsible and/or liable for disbursements of the Credit that occur without the written direction of the City.

Section 8. Inspection.

The City shall have the right to inspect Improvements during construction. The Developer shall notify the City in writing when underground improvements are ready to be backfilled and agrees not to

backfill such trenches or excavations until such underground improvements have been inspected by the City.

Section 9. **General Provisions.**

The following provisions are also an integral part of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, in lieu of, or a limitation of any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Attorneys' Fees. In the event any action or proceeding is brought by either party regarding this Agreement, the prevailing party shall be entitled to recover its costs, expert witness fees, and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, or on appeal.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein or to such other address(es) as may be supplied

by a party to the other from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of the City.

(m) No Partnership. The City and Developer do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

(n) Benefit of Agreement. The benefits and protection provided by this Agreement shall inure solely to the City. The City shall not be liable for any claim or obligation of Developer. City may, in its sole and absolute discretion, interplead the funds from the Letter of Credit (full or any amount thereof) with a court pursuant to Utah R. Civ. P. 67 and Utah Code Ann. § 76-27-4.

(o) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any such writings, shall be deemed to refer to and include the Agreement and all exhibits and writings.

(p) 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.

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

For Developer:	Cameron Cook PLEASANT VIEW 89, L.C. c/o The Boyer Company 1150 S. Depot Drive Suite 100 Ogden, UT 84404 cameroncook@boyercompany.com
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For City:	Amy Mabey, City Administrator Pleasant View City 520 W. Elberta Dr. Pleasant View, UT 84414 amabey@pleasantviewcity.com
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Any party may change its address by giving written notice to the other parties in accordance with the provisions of this section.

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

1.1. Exhibit A – Site

1.2. Exhibit B – Engineer's Estimate

2. **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 LETTER OF CREDIT ISSUER

By: (Print name) _____
Its: (title) _____

FOR DEVELOPER

By: (Print name) _____
Its: (title) _____

FOR PLEASANT VIEW CITY

By: (name) _____
Its: Mayor _____

Attest: _____
City Recorder

ACKNOWLEDGMENT OF LETTER OF CREDIT ISSUER

STATE OF UTAH }
 §
COUNTY OF _____}

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

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF _____}

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

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

**EXHIBIT A
SITE**

**Weber County Parcels 19-016-0001, 19-016-0097, 19-016-0098, 19-016-0039
19-016-0041, 19-016-0126, and 19-016-0127**

EXHIBIT B
ENGINEER'S ESTIMATE

[Improvements and an engineer estimated cost of completion]

BOYER PLEASANT VIEW
ENGINEER'S IMPROVEMENTS GUARANTEE ESTIMATE
August 2022



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
SANITARY SEWER SUBTOTAL	109,150.00	109,150.00
STORM DRAIN SUBTOTAL	147,955.00	147,955.00
MISCELLANEOUS SUBTOTAL (Not subject to guarantee)	5,000.00	5,000.00
TOTAL IMPROVEMENTS COST	\$ 262,105.00	\$ 262,105.00
5% CONTINGENCY	13,105.25	13,105.25
10% GUARANTEE	25,710.50	25,710.50
TOTAL ESCROW AMOUNT		\$ 300,920.75

City Engineer Review & Recommendation

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

Date

City Engineer

BOYER PLEASANT VIEW
COST ESTIMATE FOR IMPROVEMENTS GUARANTEE SETUP
PLEASANT VIEW 89, L.C.

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
SANITARY SEWER SYSTEM								
1	8" ASTM D-3034 SDR 35 sewer line	1,671	l.f.	\$ 50.00	\$ 83,550.00	-	1,671	\$ 83,550.00
2	4' diameter manhole	4	ea.	4,000.00	16,000.00	-	4	16,000.00
3	5' diameter manhole	2	ea.	4,550.00	9,100.00	-	2	9,100.00
4	Connect to existing manhole	1	ea.	500.00	500.00	-	1	500.00
SANITARY SEWER SUBTOTAL					\$ 109,150.00			\$ 109,150.00
STORM DRAIN SYSTEM								
5	15" RCP	383	l.f.	\$ 65.00	\$ 24,895.00	-	383	\$ 24,895.00
6	24" RCP	131	ea.	80.00	10,480.00	-	131	10,480.00
7	36" RCP	108	ea.	110.00	11,880.00	-	108	11,880.00
8	24" Sloped end section	2	ea.	800.00	1,600.00	-	2	1,600.00
9	2'x2' junction box	1	ea.	2,150.00	2,150.00	-	1	2,150.00
10	6' diameter manhole	2	ea.	6,000.00	12,000.00	-	2	12,000.00
11	Inlet control structure	1	ea.	5,500.00	5,500.00	-	1	5,500.00
12	Outlet control structure	1	ea.	9,000.00	9,000.00	-	1	9,000.00
13	Excavate and grade detention basin	2,000	c.y.	20.00	40,000.00	-	2,000	40,000.00
14	Landscape detention basin	1	l.s.	28,500.00	28,500.00	-	1	28,500.00
15	Connect into existing structure	1	ea.	300.00	300.00	-	1	300.00
16	Emergency overflow structure	1	ea.	1,650.00	1,650.00	-	1	1,650.00
STORM DRAIN SUBTOTAL					\$ 147,955.00			\$ 147,955.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
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MISCELLANEOUS (not included in guarantee)

17	Prepare and implement SWPPP and temporary controls	1	l.s.	\$ 5,000.00	\$ 5,000.00	-	1	\$ 5,000.00
MISCELLANEOUS SUBTOTAL					\$ 5,000.00			\$ 5,000.00

PROJECT TOTAL = \$ 262,105.00 REMAINING TOTAL = \$ 262,105.00



**EXHIBIT C
TO BOND AGREEMENT FOR
COMPLETION OF IMPROVEMENTS**

**[LETTER OF CREDIT]
(CANNOT EXPIRE BEFORE 12 MONTHS FROM THE
DATE OF THIS AGREEMENT IF LETTER OF CREDIT AUTOMATICALLY RENEWS OR 36 MONTHS
FROM THE DATE OF THIS AGREEMENT)**

RESOLUTION 2022-S

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE BY AMENDING THE RECREATION FEES FOR YOUTH BASKETBALL REGISTRATION.

WHEREAS, the City Council has a responsibility to periodically review the various fees contained in the consolidated fee schedule to assure appropriate revenues and cost coverages are in place;

WHEREAS, the facilities utilized for basketball recreational programming have increased in cost; and

WHEREAS, the City Council has the authority and responsibility to establish appropriate fees relating to services, permits and licenses, fines and development in the city.

NOW THEREFORE, be it resolved by the City Council of Pleasant View, Utah:

SECTION ONE: Amend the Basketball Registration Fees as follows:

Basketball Registration fees:

\$42.00 to \$50.00 for 1st/2nd grade instructional league

\$52.00 to \$60.00 for Grades 3-9

SECTION TWO: This resolution shall take effect immediately.

DATED this 27th day of September 2022.

PLEASANT VIEW CITY, UTAH

Leonard M. Call, Mayor

Attest:

City Recorder

Vote:

CM Arrington: _____

CM Gibson: _____

CM Marriott: _____

CM Nelsen: _____

CM Urry: _____

Memo

To: Mayor and City Council
From: Laurie
Date: September 23, 2022
Re: New Business Licenses Issued



RECOMMENDED ACTION No action needed. Informational only.

DESCRIPTION / BACKGROUND According to the Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approved new businesses:

Sterling Kerman Company	1322 W 3200 N	Videos and live streaming content on platforms such as YouTube.com and Twitch.tv for the purpose of entertainment and information distribution (tutorials)	Joseph Pitman
Utah Dance Academy Bright Stars Preschool	4198 W STONEFIELD WAY	Preschool	Kathy Carver
Edge Earthscapes LLC	1197 W 4200 N	Landscape design, installation, and maintenance	Nick & Kodi Nelson
Brother Ray's	2727 N 1600 W	We produce fresh salsas, dry seasonings, and cold sauces, and participate in farmer's markets.	Phillip Beltran
Airgronomics LLC	30 HILLSBOROUGH DR	Golf course and sports turf maintenance and renovation	Justin Woodland/Scott Allen
Back at Work Partners, LLC	1738 W 2700 N A STE 102	Outpatient physical therapy	Benchmark Rehab Partners
Pretty Pants Powerwashing	3242 N 400 W	Soft & pressure washing concrete, plastic, vinyl, signs, homes, buildings, dumpsters, & garbage cans	Jarom Sowby
Dutch Bros, LLC dba Dutch Bros Coffee	1680 W 2700 N	Drive thru coffee shop	Dutch Mafia, LLC
Level Up Learning	859 W PLEASANT VIEW DR	Educational Support Services	Raegan Rogers