

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 3, 2022

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, November 3, 2022 also accessible via ZOOM beginning at 7:00 p.m.

Present: Mayor Jon Beesley, Jed Jenkins, Rachael Beal, Buddy Sadler, Luigi Panunzio, Todd Skeen
Staff: Diane Hirschi, Dan Schuler
Present: Sergio and Shanna Cuevas, Diane Taylor, Ryan Taylor, Monica Combe, Kaye Parkin, Steve Andersen, Christy Porter, Shanda Parkinson, Adam Fisher, Bryan Bayles
Also Present via Zoom: Brandon Richards, Kendall R, Jacki Sanders, Beau, Justin Taylor, Anne Taylor, Bro. Taylor

Call to Order: Mayor Beesley
Pledge of Allegiance: Councilmember Skeen
Invocation/Moment of Silence: Mayor Beesley

Approval of Minutes from October 20, 2022

Councilmember Sadler moved to approve the minutes from October 20, 2022. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Comments: Public

Shanda Parkinson addressed the council regarding her concerns with the proposed rezoning of the Taylor Trust property. She explained that she has lived and worked in Kaysville and stated that Nilson Homes has stated that their desire is to model this property after some of the subdivisions in that area. She stated those lots are quarter-acre lots and she and her husband moved away from Kaysville to Plain City because of the high density of those subdivisions in order to have larger lots and more space. She said the proposed rezone would allow three smaller lots to be built alongside her half-acre lot, creating more problems, more density and go directly against the small town, more space feel that they came here seeking. She and her husband are requesting that the city council keep the current zoning at half-acre lots. Councilmember Sadler said he understood her concerns, and stated the rezone was not much smaller than half-acre lots and wanted to know if she was amenable to that. She said she would prefer that the field next to their property be kept at half-acre lots so as to only have one neighbor next to them instead of the three lots that have been proposed on the map from Nilson Homes.

Christy Porter spoke to the council regarding the same concerns that Shanda Parkinson has. She stated another concern is the access to the property. She doesn't agree with only having two access points to the property. Councilmember Sadler stated the access would have to be built first before construction can begin. Christy asked how many homes are being considered for the property and Mayor Beesley stated regardless of lot size, and whether or not patio homes are included, the number of homes will remain at 280. Christy asked if patio homes are being considered as a form of affordable housing. Mayor Beesley stated not necessarily, but it does allow Nilson Homes more products to sell. Christy stated that Nilson Homes is a high-volume builder and asked the council if they understand what comes with this type of builder. Councilmember Sadler stated he understands and shares her concerns. She then asked the council to hold a public hearing to get more feedback on property development. Mayor Beesley stated that a public hearing is coming and the general plan is being reopened.

Monica Combe approached the council and stated her concerns about the Taylor Trust Property are in line with Mrs. Parkinson's and Ms. Porter's. She wanted to know when a public hearing would be scheduled to address this issue. Mayor Beesley asked if one had been done through Planning Commission. Councilmember Beal stated the Planning Commission did have a public hearing. Monica stated that hearing only dealt with the surrounding neighbors, but this development will affect many more people and she would like to see more public input. Councilmember Sadler stated the council would like that as well. Monica asked how the public is notified of public hearings and when the next hearing for this development would be scheduled. Mayor Beesley went over the procedures for public hearings and stated most public hearings are not well-attended if at all. Councilmember Beal mentioned that the public hearing for this property during Planning Commission had a large turnout and several people voiced their concerns. Monica stated she doesn't believe this city needs all the "fluff", such as pickleball courts and walking trails, but rather needs to reserve the small-town feel. She stated she wonders if the residents are being heard. Mayor Beesley assured her that her concerns are being heard.

Kay Parkin also expressed her concern with the Taylor Trust Property. She asked that the council consider keeping the current zoning for half-acre lots. Mayor Beesley thanked her for speaking.

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Report from Planning Commission

Rob Ortega spoke to the council. He asked them if they had any concerns or issues they would like him to take back to the Planning Commission. Councilmember Beal stated the issue of separate water meters on separate tax IDs might need to be looked at and asked that the commission consider drafting an ordinance to address it. Councilmember Sadler stated he hadn't seen the denial on the Taylor Trust Property. Councilmember Beal stated the commission denied it several weeks earlier, stating it was not in compliance with the general plan. Mayor Beesley thanked Rob for his help.

Discussion/Motion: Ordinance – Amend Zoning Map – Taylor Trust Property – RE-20 to RE-18.5 with Residential Overlay – 1900 N 3000 W

Bryan Bayles spoke to the council and asked if he could address some of the public comments. He stated Nilson Homes takes their construction building very seriously. He stated they have tried to lessen the impact that new construction will have on the adjoining neighbors, recognizing that these changes are hard. He stated they have gone over the map and looked for ways to work with the existing lots. He is asking for the ability to cluster some of the homes without adding more density. He mentioned there are many existing residents who are looking for a place to downsize and stay within the city. He also mentioned the Taylor family has been coordinating with Nilson Homes to ensure the subdivision is done correctly. Bryan asked that the council consider using their discretion to override the Planning Commission's denial. He stated in order for Nilson Homes to achieve the overlay, the lots must be rezoned to RE-18.5. He reiterated that the density would not be increased. Bryan went over the property with the council and explained how the subdivision would be laid out with 20,000 square foot lots. He stated there were other options that would improve and enhance the lots by rezoning them to 18,500 square foot lots and spoke about wetlands, drainage issues and amenities. He proposed wetland areas would be better utilized by adding trails next to them. He spoke about a road network that would tie existing roads to the new subdivision and allow for more connectivity. Bryan stated in speaking with surrounding neighbors, they determined a fishing pond and trails appear to be important amenities. He stated Nilson Homes compared the general plan to their proposal and stated they are both equally inconsistent and consistent with the city's goals. He stated Nilson Homes feels they have tried to meet the requests of the general plan to include housing options, amenities, open space, road access, and other features. Councilmember Sadler stated the 22 acres reserved for open space and parks is in Marriott-Slaterville and asked how that could be given to Plain City. Mayor Beesley stated the land would be deeded to Plain City and wasn't that uncommon. Councilmember Sadler stated it should be annexed in. Bryan said Nilson Homes met with the mayor of Marriott-Slaterville about annexing the property into Plain City. He stated they weren't necessarily opposed to it, but they weren't open to discuss it yet. Councilmember Beal stated she understands the conflict with the general plan and the Planning Commission and their reasons for denial. Councilmember Jenkins said he likes certain aspects of the subdivision, but stated the plan is very subjective. There was some discussion regarding the parameters of the general plan and why the property was denied. Councilmember Beal stated the sole reason for the Planning Commission's denial of the rezone was based on the fact that the property did not meet RE-30 lot sizing. Mayor Beesley stated that was one possible way of looking at it, but he didn't see it that way. Bryan asked if there was any way to speak with the council regarding any specific concerns in order to get the rezone approved. Councilmember Jenkins stated the residents who spoke made some good points and said Nilson Homes should look at their concerns and address them. Councilmember Skeen spoke about amenities and likes the idea of them, but he also likes the country feel and wants to keep the larger lots sizes. Councilmember Panunzio said he likes the proposal, but understands the concerns of the residents. Councilmember Sadler stated his concern is the access to the subdivision and what is actually owned by the Taylor's. He asked Bryan if certain access areas are part of the Taylor property and Bryan stated they are not. Councilmember Sadler said he feels misled when plans are given to the council that appear to be complete, but ownership is not clear. He also mentioned that there were a lot of amenities planned for this subdivision which might look good, but places a hardship on the future residents. Mayor Beesley said he spoke with Bryan about a year ago and asked that Nilson Homes design a plan with some patio homes scattered throughout the development along with half-acre lots. He said he wants to keep the opportunity for horse property. Bryan mentioned there was a lot of amenities they were willing to give the city, and asked Mayor Beesley if they were willing to consider meeting their requests. There was discussion regarding the amount of patio homes and the amenities and open space that would need to be reconsidered if half-acre lots remain. Councilmember Sadler took issue with the pocket parks and stated he would rather have one big park instead of several small ones. He also stated he was opposed to having a park in Marriott-Slaterville. Councilmember Beal said she was not opposed to it as long as the park was deeded to Plain City. Bryan asked if the proposal could be tabled to draft a new presentation and address resident concerns.

Ryan Taylor of the Taylor Trust was invited to speak to the council and stated he was willing to look at the subdivision and rework the areas of concern. He believes patio homes are important and needed. He stated the landowner is gifting quite a bit of public space to the city and asked that the council be mindful of this. Ryan said the family is willing to work

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with Nilson Homes to make the subdivision work for everyone. Councilmember Sadler said he has some wiggle room to work with Nilson Homes, but is also considering the neighboring property owners and their concerns as well. Councilmember Beal asked if horses are still allowed if the rezone goes to RE-18.5 and Mayor Beesley said they would be as long as the lot is over 20,000 square feet. **Councilmember Sadler moved to table Ordinance – Amend Zoning Map – Taylor Trust Property – RE-20 to RE-18.5 with Residential Overlay. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Final Acceptance – Green Acres No.2 Subdivision

Dan Schuler said all requirements have been met. The subdivision has been open since 2017 and he would like to see this one closed. He is asking that this be given Final Acceptance if the council so chooses. **Councilmember Sadler moved to approve Final Acceptance of Green Acres No. 2 Subdivision. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Final Acceptance – S-Curve Phase 1 Subdivision

Dan Schuler stated this has also met all requirement for Final Acceptance and should be closed. **Councilmember Beal moved to approve Final Acceptance of S-Curve Phase 1 Subdivision. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Ordinance – Xeriscape Standards

Mayor Beesley asked if Weber Basin Water had given their blessing on this ordinance. Dan Schuler stated he has been working with them and asked that Dan meet with them before going forward. Mayor Beesley stated he has several people asking that this ordinance be approved for this year in order to collect on their landscaping. Councilmember Sadler said his only concern is the absence of a minimum standard for commercial properties. He is worried that if there is no requirement, there will be no landscaping at all. He would like it changed to include a minimum of 20% xeriscaping in the ordinance. He would also like a minimum height for shrubs, such as a 3-foot mound. Dan stated items like that must be approved through Planning Commission and City Council. **Councilmember Sadler moved to approve Ordinance 2022-12 - Xeriscape Standards with the changes of 20% xeriscaping and 3-foot mound included for commercial properties. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion: Blue Yard Waste Can

Mayor Beesley stated he spoke with Val at EconoWaste regarding this issue. He stated EconoWaste is losing money dumping the blue cans as garbage. After letters, stickers, and notifications there are still people who are not following the rules. Diane Hirschi asked if the blue cans could be kept through March of 2023. Mayor Beesley stated the contract will end around that time anyway. Mayor Beesley asked Val to give the city advice on this issue. Val said the contract ends by April 1st, and since people aren't complying it is probably not worth continuing with the program. He did say one option could be to leave it for people who want to use it for trash. Councilmember Sadler said he isn't ready to give up on it yet. Councilmember Beal said she's seen a lot of people on social media who are upset that the can is not being used for green waste. She suggested enforcing the ordinance for those who are violating the rules. She asked Dan if any cans have been removed. Dan said there was a list, but people were starting to improve so no fines were collected. Councilmember Beal agreed with Councilmember Sadler saying she doesn't want to give up the program. Councilmember Skeen said the problem is the people who choose not to comply and doesn't believe the landfill workers should be sifting through it. Councilmember Beal believes the city has some responsibility in educating the public. Diane Hirschi said the cans should be collected and those who want to continue with the program have the option to have the can reissued to them. Val said people use the blue can for garbage because they aren't paying for it up front so they don't care what it's used for. Councilmember Skeen said after the amount of garbage he saw at the landfill last summer, he isn't sure the program should continue. Councilmember Sadler said the issue should be revisited in March and the council can decide what to do then. Diane then clarified that no blue cans would be reissued if it is damaged between now and March.

Motion: Approval of Business License

New

Karen's Kars LLC Brandon Ewell 3785 W 2100 N online custom older cars

Renewals

Mount Zerín Consulting LLC Justin Cowley 3257 W 2975 N business consulting

Councilmember Panunzio moved to approve the business licenses as presented. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

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Motion: Approval of Warrant Register

See warrant register dated 10/20/2022 to 10/31/2022. **Councilmember Sadler moved to approve and pay the bills as presented. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Skeen reported the permit for the landfill will be approved. He also mentioned the new 4-way stop appears to be working well.

Councilmember Panunzio stated he's spoken with the deputies in the area regarding the 4-way stop and they aren't seeing many issues.

Councilmember Beal reported that residents are happy for the extra presence of the deputies throughout the city. She also reminded the council of the Christmas Tree Lighting and parade on December 3rd and asked them to attend. She spoke of the upcoming elections. Councilmember Beal spoke about the professionally carved pumpkins displayed in the Senior Center and stated they were amazing. She suggested offering some pumpkins for free with the understanding that the pumpkins be returned for the walk.

Mayor Beesley said he called the Farr West mayor to see if there was any interest in sharing a Code Enforcement Officer. He said Dan Schuler does a great job, but it might be something that would benefit both Farr West and Plain City. He said the presence of a Code Enforcement Officer might help residents keep their properties in shape. He asked the council to consider the possibility. He also mentioned the Pumpkin Walk and expressed his remorse for not being able to attend.

Councilmember Skeen asked about the progress with the amphitheater proposal. Mayor Beesley stated there is a plan for a multi-functional recreation center that would include arts and a stage that will be given to the council for consideration. Councilmember Beal also suggested an all-abilities park in conjunction with the recreation center.

At 8:45 p.m. Councilmember Skeen moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

City Recorder

Mayor

Date approved _____

11/14/22

To: Plain City Corporation Planning Commission

From: Cody Rhees, Cody Rhees Construction, Inc.

RE: Proposed Town Center Business Plaza

Plain City Council,

I am herein requesting a formal subdivision approval or decision consistent with Utah Code *10-9a-509* (applicants entitlement to land use application approval); on application for the proposed Town Center Business Plaza, following a plan consistent with Plain City Ordinance *10-6B-1*. I need formal decision on this subdivision application consistent with Plain City Ordinance *10-6-1* current commercial Zoning C-2, and consideration of the Town Center Ordinance *10-6-2* accomplishing the purpose and intent to design an integral, homogeneous component of the neighborhood, oriented to pedestrian use Plain City.

This Site Plan was approved on 10/14/21, 4 new buildings were permitted on 12/15/21, and all improvements have been constructed. This Subdivision application includes all of Property Tax ID#'s 24-031-0005, and 24-031-0003. These parcels, as well as the site plan approval are consistent with the General Plan of Plain City, and are currently in the C-2 Zone.

The Subdivision Application was passed unanimously by your planning commission on 8/25/22 and has now been seen on your agenda twice, and has been tabled both times as there seems to be some confusion on what you can and cannot request of a landowner in regards to utilities and meeting your current ordinances.

Respectfully, I will do my best to notify you of my rights as a landowner, and the steps that need to be taken to move this forward.

Please re-cap the past two meetings and read through these attached meeting minutes. The first meeting, Sept 1st, discussion was made in depth on some items concerning the POA Agreement, and with requiring an additional 2 water meters, so that each building would be supplied with separate metering. This was discussed largely as a revenue source by the city, and that some fees may not be collected on the bills if they were not on separate statements. I had indicated that this could be arranged to equal the billings for similar buildings, and discussion was had as to the ordinances, and how they read. Councilman Saddler was asked for verbiage on city ordinance, and he wasn't aware of any ordinances that meet his cause for complaint. City Attorney agreed to take a stab at corrections on the POA Agreement, and Councilmember Saddler agreed to research water metering questions.

Next, an edited copy of the Property Owners Association Agreement was drafted and submitted to meet all questions and concerns of the city. This was verbally recognized by your council and City Attorney during the October 20th, City Council Meeting. To my knowledge, there is/was no further conversations or outstanding ordinances or reasoning/s to discuss on this application. Again, please review minutes to this meeting. This was tabled for the second time.

I now look forward to meeting with you for a third time on this, and want you to know that this application fully meets your city code and ordinances. Plain City Code 11-5-6 (A 3) specifically states that all proposed water improvements must comply with Water District Standards. Bona Vista Water District is very satisfied using the 2 existing meters for this entire site, as these are very small commercial buildings, and the water consumption is expected to be very low usage. The design concept has already been built and accepted by Bona Vista Water District, fully meeting city ordinance 11-5-6. (A 3), and Bona Vista water district standards. I have re-attached an email letter from Bona Vista stating that the 2 meters are currently in use and will continue to serve this property in full, and also noting that the buildings have always been "for sale", contrary to the mentioning that they were not.

I want to remind you all of a few other small details that seem to slip the minds of Plain City regulatory bodies regularly. US Constitution Law reads that "Regulation must allow economic use". US Supreme Courts have upheld this on many occasions, and several occurrences throughout recent history show that when local regulation imposes a burden even though an economically viable use remains, they undoubtedly will lose in a contest. I do not want to go down this road, but the case law is specific and includes this similar verbiage on several occasions. As outlined in State Statute 10-9a-102, you as a land use authority do have a broad grant of power, however it is bound by both State and Federal Statutory and Constitutional Law.

Without the need to remind you, you have sworn an oath to uphold the ordinances of Plain City. Plain City is a subdivision granted power to act by the State of Utah; Utah courts have consistently required a town to follow its own ordinances when regulating land uses, and the State of Utah Code now specifically requires it. USC 10-9a-509. (2). A municipality is bound by the terms and standards of applicable land use ordinances and shall comply with mandatory provisions of those ordinances.

As you may not be aware, subdivision approval now, does not give the go ahead for any type of business that may eventually end up being in one or more of the buildings. You as a city audit body, will have the opportunity to discuss and vote on separate business licenses for every business that may individually be part of this project. What we are asking for now is the overall subdivision approval, to move forward with marketing efforts to bring some businesses to Plain City.

I am fully expecting you to approve this subdivision plat as it does meet the ordinances as set forth in City Code, State Code, and US Constitutional Law.

I would urge you that if you do not like what your current codes read, get them changed, but do not hold up this application any longer. Plain City needs to follow their codes and state law, and stop dictating minor details when "reasonable and economic" uses remain. This is not how a city should be conducting business. Respectfully, I am disappointed to say that this is a very common occurrence in Plain City, and it should not be.

Thank You,

Cody Rhees, President
Cody Rhees Construction, Inc.
Heritage Craft Homes
Bear River Investments LLC

From: Matt Fox <matt@bonavistawater.com>
Sent: Thursday, September 9, 2021 10:06 AM
To: Cody Rhees <cody@heritagecrafthomes.com>
Cc: Blake Carlin <blake@bonavistawater.com>
Subject: RE: New Site Proposal

Cody

There is existing services to these properties I think they will work fine from the site plans

Thanks
Matt Fox
Office 801-621-0474 ext 207
matt@bonavistawater.com

From: Cody Rhees <cody@heritagecrafthomes.com>
Sent: Wednesday, September 8, 2021 1:17 PM
To: Matt Fox <matt@bonavistawater.com>; Jed Parry <jed@heritagecrafthomes.com>
Subject: New Site Proposal

Matt,
Please find the attached new site plan for these commercial buildings.
We are planning to use the existing metered connections to service these buildings.
They should all be sold as office space, and wouldn't be using much water, so I am confident that what we have there would be adequate.
Plain City is requesting a letter of serviceability on this.
Thank You,

Cody

Cody Rhees, President
Heritage Craft Homes
Site: www.heritagecrafthomes.com
Address: 2414 N 4350 W | Plain City



Code References:

Effective 6/1/2022

Superseded 1/1/2023

10-9a-509. Applicant's entitlement to land use application approval -- Municipality's requirements and limitations -- Vesting upon submission of development plan and schedule.

- (1) (a) (i) An applicant who has submitted a complete land use application as described in Subsection (1)(c), including the payment of all application fees, is entitled to substantive review of the application under the land use regulations:
- (A) in effect on the date that the application is complete; and
 - (B) applicable to the application or to the information shown on the application.
- (ii) An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays application fees

10-6B-1: PURPOSE AND INTENT:

A. The general commercial zone is established to provide locations for a full range of office, retail commercial, and service uses which are oriented to serve the city as a whole, as well as a regional market in Plain City. A variety of activities are encouraged, especially those which promote both daytime and nighttime consumer activity.

B. The general commercial zone includes uses usually associated with central business district and shopping facilities which are not ordinarily compatible with single-family residential uses.

C. In order to stabilize, improve and protect the city's commercial areas, standards are established to ensure a quality urban environment with landscaping, light and air at street level, well defined urban spaces, and compatibility of building materials, colors, and textures. (Ord. 2004-12, 8-5-2004, eff. 8-5-2004)

10-6-2: TOWN CENTER:

The Town Center, as indicated on the Future Land Use Map of the General Plan, is established to provide a mix of residential uses and neighborhood (C-1) commercial uses while accomplishing the purpose and intent to design an integral, homogeneous component of the neighborhood, oriented to pedestrian use. The Town Center is an ideal place for mixed use development per chapter 19 of this title and various lots sizes in a Residential Overlay Zone per chapter 20 of this title. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019)

11-5-6: WATER FACILITIES:

A. General Requirements:

- 3. Water Improvements:** All proposed water improvements shall comply with the approved water district standards.

11-1-2: Definitions

LOT: A parcel of land occupied or capable of being occupied by a permitted or conditional use building or group of buildings (main or accessory), together with such yards, open spaces, parking spaces and other areas required by this subdivision title and the uniform zoning ordinance of Plain City, having frontage upon a street or upon a right of way approved by the board of adjustment. Except for group dwellings and guesthouses, not more than one dwelling structure shall occupy any one lot.

PLAT, FINAL: A proposed subdivision drawn accurately to scale and which has all measurements, data, certificates and dedications thereon which are required for approval and acceptance by the proper agencies and for recording in the office of the county recorder.

SUBDIVISION: Any land that is divided, resubdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes: a) the division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map, plat, or other recorded instrument; and b) divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural and industrial purposes.

PLAIN CITY PUBLIC WORKS STANDARDS: Standards governing public and private contractors performing work within the city as adopted in the Plain City public works standards and technical specifications ordinance.



Bona Vista Water District
2020 West 1300 North
Farr West, Utah 84404
PHONE (801) 621-0474 FAX (801) 621-0475

www.bonavistawater.com
EMAIL: customerservice@bonavistawater.com
PAY ONLINE: xpressbillpay.com

SERVICE BILL

OFFICE HOURS

9 a.m. to 5 p.m. Weekdays

TOWN CENTER BUSINESS POA LLC
2414 N 4350 W
PLAIN CITY UT 84404

BILLING DATE	11/30/2022
DUE DATE	12/31/2022
ACCOUNT NO.	22.0753.2

SERVICE ADDRESS:

2384 NORTH 4350 WEST
OGDEN UT 84404

PREVIOUS DATE	READING	CURRENT DATE	READING	MULTIPLIER	USAGE
11/01/2022	0		0	10	0

TOTAL AMOUNT

Water	0.00
Sewer	0.00
Storm Water	0.00
Penalty	0.00
Late Notice Fee	0.00

CURRENT CHARGES	0.00
PRIOR BALANCE	48.18
PAYMENT RECEIVED	48.18CR
ADJUSTMENTS	0.00
PAY THIS AMOUNT	\$ 0.00

A late payment charge of 1% will be charged on the delinquent balance per month.

SPECIAL NOTES

Last payment received: 48.18CR

^ DETACH HERE ^

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

^ DETACH HERE ^

Bona Vista Water District
2020 West 1300 North
Farr West Utah 84404

PAYMENT DUE DATE

12/31/2022

ACCOUNT NO.

22.0753.2

AMOUNT DUE

0.00

ACCOUNT NAME: TOWN CENTER BUSINESS POA LLC

SERVICE ADDRESS: 2384 NORTH 4350 WEST

AMOUNT PAID

Address change on reverse side

☐



Bona Vista Water District
2020 West 1300 North
Farr West, Utah 84404
PHONE (801) 621-0474 FAX (801) 621-0475
www.bonavistawater.com
EMAIL: customerservice@bonavistawater.com
PAY ONLINE: xpressbillpay.com

SERVICE BILL

OFFICE HOURS

9 a.m. to 5 p.m. Weekdays

TOWN CENTER BUSINESS POA LLC
2414 N 4350 W
PLAIN CITY UT 84404

BILLING DATE	11/30/2022
DUE DATE	12/31/2022
ACCOUNT NO.	22.0760.5

SERVICE ADDRESS:

2404 NORTH 4350 WEST
OGDEN UT 84414

PREVIOUS DATE	READING	CURRENT DATE	READING	MULTIPLIER	USAGE
10/24/2022	29,887		0	10	0

TOTAL AMOUNT

Water	0.00
Sewer	0.00
Garbage	0.00
Recycling	0.00
Trash	0.00
Storm Water	0.00
Penalty	0.00
Late Notice Fee	0.00

CURRENT CHARGES	0.00
PRIOR BALANCE	55.77
PAYMENT RECEIVED	55.77CR
ADJUSTMENTS	0.00
PAY THIS AMOUNT	\$ 0.00

A late payment charge of 1% will be charged on the delinquent balance per month.

SPECIAL NOTES

Last payment received: 55.77CR

^ DETACH HERE ^

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT

^ DETACH HERE ^

Bona Vista Water District
2020 West 1300 North
Farr West Utah 84404

PAYMENT DUE DATE

12/31/2022

ACCOUNT NO.

22.0760.5

AMOUNT DUE

0.00

ACCOUNT NAME: TOWN CENTER BUSINESS POA LLC

SERVICE ADDRESS: 2404 NORTH 4350 WEST

AMOUNT PAID

Address change on reverse side

☐



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

November 9, 2022

To whom it may concern:

RE: WILL-SERVE: 2366 North 4350 West and 2364 North 4350 West

There is an existing culinary water connection on the above listed property, and we will continue to supply culinary water through that connection.

If you have any questions, please feel free to call me. I can be reached at 801-621-0474 ext. 207, Monday through Friday, 9am – 5pm.

Regards,

Matt Fox
Assistant Manager

Board of Directors

Ronald Stratford, Chairman – Unincorporated Area
Scott VanLeeuwen, Co-Chairman – Marriott/Slaterville
Z. Lee Dickmore – Farr West
Michelle Tait – Harrisville
Jon Beesley – Plain City

Management

Blake Carlin, Manager
Matt Fox, Assistant Manager
Marci Doolan, Office Manager

NOTICE OF DECISION

Plain City, Weber County, Utah

On August 25, 20 , the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Town Center Business Plaza approx. 2404 N 4350 W 5 lots,
received from (Applicant): Cody Rhees Construction

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.

City Official

*Condition(s)/Notes:

Commissioner Neil motioned to recommend City Council approval of Town Center Business Plaza approx. 2404 N 4350 W 5 lots

Commissioner Skeen seconded the motion. Vote: Commissioners Ortega, Maw, Neil, Skeen and Chairman Faulkner voted aye.

Motion carried.

9-1-22 tabled - Cody work with Brandon on changes to the POA
10-1-22 tabled - need separate waterlines + pay impact fees for all lots (2 have pd)

APPLICATION FOR A PLAIN CITY SUBDIVISION

Subdivision Name Town Center Business Plaza Date Submitted 8/12/2022
Address of Subdivision 2404 N 4350W Plain City, UT No. of Units or Lots 5 (4+1CA)
List all Parcel Numbers included in development: 24-031-0005, 24-031-0003
Owner Name Cody Rhees Const. Full Address 2414 N 4350W Plain City UT 84404
Phone # 801-458-4868 Cell # _____ Email Cody@HeritageCraftHomes.com
Subdivider's Name Cody Rhees Const Full Address 2414 N 4350 W Plain City, UT 84404
Phone # 801-458-4868 Cell # _____ Email _____
Name of Intended Escrow Holder NONE Address _____
Contact Name NONE Phone # _____ Email _____
Surveyor's Name Mike Wangerman Address _____ Phone # 801-725-8395
Engineer's Name Greg Day Address _____ Phone # 801-814-1778
Have all property taxes, interests and penalties been paid? _____ (no approval given until paid in full.) UCA 10-9a-603(3)
Secondary Water Available? NO Contact _____ Phone # _____
Secondary Water System in Place? NO Type _____ Phone # _____
Culinary Water Available? YES Type Bona Vista Water Dist Phone # _____
Sewer Connection Available? YES Contact Plain City Corporation Type Gravity
Is Property in a Flood Hazard Area? NO Flood Zone _____ Lowest Elevation _____
Access Road above 4215' Elevation? Yes Source Gis

Please describe any agreements, rights-of-way, easements etc, which could affect this site: (Use other side if needed)

* See attached letter

Describe history of parcel being subdivided, approximate dates and acreage of past land divisions: (Use other side if needed)

* See attached letter

The above information is true and accurate to the best of my knowledge.

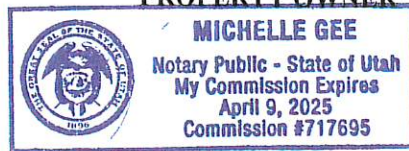
8/12/2022 CR PJ
Date Signature

Office Use Only

Subdivision Filing Fee: 200.00 + 250.00 (lots) PC Preliminary Approval Date: _____
Subdivision Engineering Fee: _____ PC Final Approval Date: _____
Number of Copies: _____ CC Final Approval Date: _____

AFFIDAVIT

STATE OF UTAH)
) ss
COUNTY OF WEBER)



I (we), Michelle Gee, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff has indicated they are available to assist me in making this application.

CM MA
(Property Owner)

CM MA
(Property Owner)

Subscribed and sworn to me this 12th day of August, 2022.

Michelle Gee
(Notary)
Residing in Weber County, Utah

My commission expires: 4-9-25

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Agent)

(Property Owner)

Dated this _____ day of _____, 20_____, personally appeared before me

_____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)

Residing in Weber County, Utah

My commission expires: _____

**PLAIN CITY
DEVELOPMENT REVIEW AND SUBDIVISION INSPECTION FEE SCHEDULE**

A. SERVICE (REVIEW) FEES

- | | |
|-----------------------|---|
| 1. Subdivision Filing | \$200.00 plus \$50.00 per lot <u>\$450.00</u> |
| 2. Engineering | \$105.00 per lot <u>4 Lots & 1 common area</u> (5)
Developer will be responsible for all engineering fees above those paid at filing. |
| 3. Planner Fees | Developer is responsible for all planner review fees (over one hour) incurred on behalf of the subdivision. |
| 4. Legal Fees | Developer is responsible for all legal review fees (over one hour) incurred on behalf of the subdivision. |

All submittals will be assessed a review fee on an hourly basis at the non-negotiable hourly rate of the City Engineer. Review costs can be kept to a minimum if the engineer for the developer is thorough in the original plat and plan preparation, is thoroughly familiar with the subdivision ordinance and associated checklist, and is responsive to the review comments. All review costs associated with each subdivision shall be paid in full prior to final approval by the governing body. ***All engineering fees associated with each subdivision are the developer's responsibility to pay in full.***

8/12/2022
Date


Signature

B. USER FEES:

- | | |
|---|------------------------------|
| 1. General Plan Amendment Request | \$200.00 |
| 2. Rezone Request | \$200.00 |
| 3. Conditional Use Permit | \$200.00 |
| 4. Request to Appear Before
Appeal Board | \$200.00 |
| 5. Request for Annexation | \$1000.00 |
| 6. Copies | \$0.15 per copy (8 1/2 X 11) |

General plan and zoning maps are online at www.plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

From: Brad C. Jensen, P.E.
Wasatch Civil Consulting Engineering

Date: August 26, 2022

Subject: Town Center Business Plaza, Revised Plat

We have reviewed the revised plat for the Town Center Business Plaza and have the following comments

1. Regarding the utilities that have been installed as part of this project.
 - a. It is our understanding that there are currently 2 water meters on the site. One meter is serving the larger building while the other is serving the 3 smaller buildings. Since the smaller building will not have their own individual water meters, a property owners association (or other approved instrument) should be established that will handle the water billing and maintenance. Another option would be to install 2 more water meters so each of the smaller buildings have individual meters.
 - b. It is our understanding that there is a single sewer connection that serves the 3 smaller buildings. Similarly, a property owners association (or other approved instrument) should be established that will own and maintain the common sewer service laterals.
 - c. The storm water facility constructed as part of this development should be maintained by a property owners association (or other approved instrument).
2. Other site facilities (parking lot, curbing, landscaping, etc.) located in the Common Area should be owned and maintained by a property owners association (or another approved instrument).

Once these items have been resolved to the satisfaction of the City Council, we recommend approved of the revised plat. If you have any questions or require additional information, feel free to call.

City Council Agenda 10/6/22

Cody Rhees <cody@heritagecrafthomes.com>

Wed 9/28/2022 4:26 PM

To: Diane Hirschi <dianeh@plaincityutah.org>

Cc: Gregory Day <gregoryb81@gmail.com>; Jed Parry <jed@heritagecrafthomes.com>

 2 attachments (2 MB)

Bona Vista Billings.pdf; Town Center Business Plaza Owners Association Agreement 9.6.22.pdf;

Diane,

Will you please ensure that the final plat approval for the Town Center Business Plaza POA is on the next City Council Agenda once more.

I have received no feedback from anyone on this, and look forward to having it back on the agenda. I am ready to get it approved.

Please find the attached Bona Vista Water bills and an edited POA Agreement that should meet any discussed items from the last meeting.

Thank You,

 created with
MySignature.io

Cody Rhees, President

Heritage Craft Homes

Site:

www.heritagecrafthomes.com

Address: 2414 N 4350 W |

Plain City

 created with
MySignature.io

 created with
MySignature.io



Phone: (801) 621-0474

Office Hours: 9 am to 5 pm Weekdays

Email: customerservice@bonavistawater.com

Pay Online: www.bonavistawater.com



3423 *****SCH 5-DIGIT 84404

8

TOWN CENTER BUSINESS POA LLC
2414 N 4350 W
PLAIN CITY UT 84404-9618

PREVIOUS		CURRENT		MULTIPLIER	USAGE
DATE	READING	DATE	READING		
07/22/2022	29,530	08/24/2022	29,545	10	150

Customer Message

Protect tomorrow by using less water today!

Bona Vista Water is excited to announce the award of \$1.5 million in ARPA funding. These funds will be put towards the design and build of a new storage tank to help the District remain compliant with State directives.

A late payment charge of 1% will be charged on the delinquent balance per month.

▲ Detach Here and Return Lower Portion with Your Payment ▲



Bona Vista Water District
2020 West 1300 North
Farr West, UT 84404

ACCOUNT NAME: TOWN CENTER BUSINESS POA LLC

SERVICE ADDRESS:

2404 NORTH 4350 WEST

Account Number	22.0760..
----------------	-----------

Service Address

2404 NORTH 4350 WEST

Balance Summary as of 08/31

Previous Balance	
Payments Received	48
Current Charges	
Adjustments	

Amount Due

Last Payment Received:	4
Date Received:	08/0

Account Summary

Water
Sewer
Garbage
Recycling
Yardwaste
Storm Water
Penalty
Late Notice Fee

Current Charges

AUTO PAY

Past Due Amount	Due on or Before
Past due amount, if any is due by the to avoid shut off and additional fee	
Current Charges	Due on or Before
48.84	09/30/20
Total Due	Account Number



Phone: (801) 621-0474

Office Hours: 9 am to 5 pm Weekdays

Email: customerservice@bonavistawater.com

Pay Online: www.bonavistawater.com



3422 *****SCH 5-DIGIT 84404

8

TOWN CENTER BUSINESS POA LLC
2414 N 4350 W
PLAIN CITY UT 84404-9618

PREVIOUS		CURRENT		MULTIPLIER	USAGE
DATE	READING	DATE	READING		
07/27/2022	0	08/26/2022	3,730	10	37,300

Customer Message

Protect tomorrow by using less water today!

Bona Vista Water is excited to announce the award of \$1.5 million in ARPA funding. These funds will be put towards the design and build of a new storage tank to help the District remain compliant with State directives.

A late payment charge of 1% will be charged on the delinquent balance per month.

▲ Detach Here and Return Lower Portion with Your Payment ▲



Bona Vista Water District
2020 West 1300 North
Farr West, UT 84404

ACCOUNT NAME: TOWN CENTER BUSINESS POA LLC

SERVICE ADDRESS:

2384 NORTH 4350 WEST

Account Number	22.0753.2
Service Address 2384 NORTH 4350 WEST	
Balance Summary as of 08/31	
Previous Balance	
Payments Received	
Current Charges	
Adjustments	
Amount Due	
Last Payment Received:	
Date Received:	
Account Summary	
Water	
Sewer	
Storm Water	
Penalty	
Late Notice Fee	
Current Charges	11

Past Due Amount	Due on or before
Past due amount, if any is due by the to avoid shut off and additional fee	
Current Charges	Due on or before
188.63	09/30/20
Total Due	Account Number

Town Center Business Plaza Property Owners Association LLC
CCR'S, Agreement and Ownership Designation

KNOWN BY ALL MEN THESE PRESENTS: That the undersigned is the legal said beneficial owner of a certain tract of land in Weber County, State of Utah, hereafter known as the Town Center Business Plaza which is described below;

PART OF LOT 3, BLOCK 7, PLAT A, PLAIN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 7, PLAT A, PLAIN CITY SURVEY, WEBER COUNTY, UTAH, AND RUNNING THENCE NORTH 49.6 FEET; THENCE EAST 6.5 RODS; THENCE SOUTH 49.6 FEET; THENCE WEST 6.5 RODS TO THE PLACE OF BEGINNING. WEBER COUNTY PARCEL 24-031-0005

PART OF LOT 2, BLOCK 7, PLAT A, PLAIN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 120 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT, 140 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 120 FEET; THENCE NORTH ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 140 FEET TO THE PLACE OF BEGINNING. WEBER COUNTY PARCEL 24-031-0003

WHEREAS: The undersigned is about to sell/buy the property described heretofore, which desires to subject said land to the following Covenants, Conditions, and Restrictions; and the acceptance of any deed or conveyance thereof by the Grantee(s) herein, and their heirs, executors, administrators, successors, and assigns, all constitute there covenant and agreement with the undersigned and with each other, do accept and hold the property described or conveyed in or by such deed or conveyance subject to said Covenants, Conditions, and Restrictions as agrees to operate as follows;

1. USE OF LAND: No lot shall contain more than the 4 approved structures.
2. APPEARANCE OF THE EXTERIORS OF THE BUILDINGS: No Owner shall change the appearance of the building without prior approval from ALL other owners in Owners Association
3. BUILDING LOCATION: All buildings ~~shall be~~ have been located as per approved site plans and consistent with Plain City ordinances, so as not to be in violation with Plain City building department. In no event shall any building, including eaves or steps, encroach on any other lot, or POA space.
4. NUISANCES: No noxious or offensive activity shall be carried upon any lot, portion of the property, nor shall anything be done that may become an annoyance to the surrounding neighborhood.
5. OIL AND MINING OPERATIONS: No oil drilling, quarrying, or mining operations of any kind shall be permitted on, or within in any lot. No wells, tunnels, or mineral excavation is permitted.
6. BOATS, RV'S, AND MOTOR VEHICLES: No boats, motorcycles, ATV's, Trailers, Busses, Motor Homes, Campers, or other vehicles, shall be stored upon any lot or OA area. Inoperable motor vehicles are not permitted to be stored on any portion of any lot or POA OA-area, and are not allowed to be stored on public roadways fronting property for any length of time.
7. WALLS, FENCES, AND OTHER BARRIERS: All walls, fences, and barriers shall be approved by all owners of the POA prior to install, as well as an approval from Plain City Corporation.
8. SIGNS: No billboard or sign of any kind shall be erected, posted, painted, or displayed on, or above, any lot. No sign of any kind, except for signs for advertisement of a lot, or property for sale or rent, limited to one sign per lot, will be permitted. Signs by the developer for the advertisement of the development and/or the initial sale of the lots or

Town Center Business Plaza Property Owners Association LLC

CCR'S, Agreement and Ownership Designation

buildings, shall be excluded from this restriction. Any Permanent Sign on a building will need to be permitted by Plain City Corporation prior to installation. See Plain City Corporation Code for information on sign approvals.

9. TRUCKS AND TRAILERS: Trucks and trailers with an overall length, or combined length of 26 feet or more and commercial trucks and trailers with a gross vehicle weight of 26,000 pounds (considered commercial class A vehicle) or more are not allowed to be parked, placed, or stored on any lot or POA area, or upon roadway fronting property.
10. SITE REVIEW: Prior to the commencement of alteration of any building, plans and/or construction drawings shall be submitted and approved by the Developer, Property Owners Association, and Plain City Corporation. No Construction in this plaza will be permitted without obtaining the necessary permits and approvals from Plain City, POA, and Developer. The cost of such approvals and permits shall be borne by the seeker of permit or approval.
11. ROOF MOUNTED EQUIPMENT: Solar panels, heat pumps, air conditioning units, antennas, and satellite dishes, shall be mounted only if they cannot be viewed from the street directly in front of the business' on said lots within the POA.
12. DAMAGE: Any inflicted damage on existing improvements such as streets, gutters, sidewalks, landscaping, etc. By purchaser of any particular building must be repaired and the costs of repair shall be borne by the purchaser at his/her own expense. This also includes damage to landscaping, and other existing structures. Any dirt, gravel, or landscape materials, or other materials placed or spilled on the road during any construction shall be removed at the cost and/or expense of the lot owner, and returned to the pre-existing condition.
13. DISCLAIMER OR LIABILITY: Notwithstanding and information given by Developer (Declarant) regarding soils and subsurface water conditions, whether it be oral or written, Declarant hereby disclaims any responsibility for soil conditions, surface flooding, ditch overflow, runoff, acts of god, and/or subsurface water conditions, and hereby advises buyers and subsequent owners to obtain their own necessary engineering and soils information regarding the same, before construction or improving said property, and hereby denies any liability thereof. Declarant also denies liability thereof to concurrent lot owners that may acquire a property that has not been diligently and thoughtfully constructed, and has potential to flood.
14. UTILITIES: Culinary water is provided by Bona Vista Water. The Sewer is provided by the Plain City treatment facility and paid for on Bona Vista Water bill. Sewer Mainline lateral shall be maintained by the POA, and has been installed with a top end cleanout for maintenance purposes. The Storm Water Facilities including large underground detention basins, and gravel basins, are the responsibility of the POA to maintain. The POA will be responsible to pay for all water, sewer, and garbage collection bills, and will be split between all owners of the Property Owners Association fairly and equally. Natural gas is provided by Questar Gas and can be obtained directly with them. Power is provided by Rocky Mountain Power and can be obtained directly with them. The secondary purpose within this section is to provide Plain City Corporation with a full waiver of all responsibility within the boundaries of the recorded plat.

Town Center Business Plaza Property Owners Association LLC

CCR'S, Agreement and Ownership Designation

15. GARBAGE: No part, or portion of, any property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such rubbish, trash, and debris may only be stored in sanitary containers and disposed of regularly and properly. It is the responsibility of the POA to arrange garbage haul off weekly.
16. FRONTING STREET: The roadway fronting the property is a UDOT Highway, and shall be maintained by UDOT. Sidewalks fronting property shall be the responsibility of the POA to keep clear of snow and debris.
17. COMMON AREA: The common area as indicated on the recorded plat, within the boundaries of the recorded plat shall be recorded and owned by the POA, also known as "Town Center Business Plaza POA LLC"
18. SIDEWALKS: ~~Contractor shall install initial building sidewalks. It is the obligation of the building owner to ensure both physically and financially that the sidewalk is free of defects and lot owner assumes all obligation to replace sidewalk and concrete building approaches at the request of the city, POA, or developer, which has defects, or is damaged at any time. All drive approaches and parking areas shall be the responsibility of the POA to Maintain.~~
19. DEFINITION OF PROPERTY: The building envelope is equal to the actual dimension of real property owned, from the Exterior Brick/Siding in, is owned and maintained by the property owner, all property outside the building, including sidewalks, drive areas, common areas, and landscaping is owned by the POA, and maintained by such.
20. MAINTENANCE: POA will assume the responsibility to maintain and care for common property. A minimum of 75% of owners shall be in agreeance to maintain or service any common property, prior to any money being spent as an association. All owners of property agree to split this cost 25% each as the common areas and parking areas shall be for equal share and use. Should an owner not be willing to pay his/her portion of the maintenance fees incurred, any other owner can file a lien on the property equal to the costs paid for other owner/s.
21. LANDSCAPING: 100% of landscaping is to be completed prior to a certificate of occupancy of the building. All landscaping must include 2" caliper ornamental trees consistent with Plain City Standards in all parking areas, as well as shrubs in the other common area of the lot. Xeriscaping shall be placed in all areas possible to avoid over usage of water. The POA will be responsible to maintain all landscape areas of the property.
22. RIGHTS TO ENFORCE: Excluding provision 20 23 of these covenants, the provisions contained in this Declaration shall be enforceable by the City Officials, Land Developer, Declarant, or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein the declaration of any restrictions to be invalid by court proceeding and shall not invalidate any other restriction/restrictions unless specifically specified.
23. DURATION: All of the covenants and restrictions set forth in this declaration shall take effect at all times against said property owners thereof or any subsequent owner(s) thereof, for a period of (45) Years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of (10) years. Said Covenants and restrictions, may be altered, modified, or changed by a written agreement of three-

Town Center Business Plaza Property Owners Association LLC

CCR'S, Agreement and Ownership Designation

fourths (3/4) of the lot owners of the subdivision. Said changes cannot include easements, or other areas dedicated for public use, or POA areas. In addition, Declarant of these Covenants, Conditions, and Restrictions, may add additional restrictions as may be deemed necessary to and from the protection of other property owners in the subdivision.

24. USES: All uses of Buildings must be approved by Property Owners Association, and Plain City Corporation and have a business license issued prior to occupancy. Uses shall also be limited to Office space primarily, as well as a small, non-invasive retail shop, Clinic, or Dental Clinic, Beauty Shop, or Medical Office, with an emphasis on low impact traffic businesses to not distract from the neighborhood atmosphere within the surrounding area.

In Witness Whereof, the parties hereto have executed this covenant this ____ day of _____, 2022

Cody Rhees, Developer, Declarant
Cody Rhees Construction, Inc.
2404 N 4350 W Plain City, UT 84404

State of Utah)

ss

County of Weber)

On the ____ day of _____, 2021 personally appeared signee of the forgoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing at _____

My Commission Expires _____

Town Center Business Plaza Property Owners Association LLC
CCR'S, Agreement and Ownership Designation

These 4 Owners hereby agree to all the terms of this agreement and shall be responsible to pass along the requirements if the property is sold or transferred to another owner.

PROPERTY OWNER 2404 NORTH

PROPERTY OWNER 2392 NORTH

PROPERTY OWNER 2384 NORTH

PROPERTY OWNER 2370 NORTH

NOTICE OF DECISION

Plain City, Weber County, Utah

On November 10, 20 22 the Plain City Planning Commission recommends
☒ Approval, ☐ *Approval with condition(s), ☐ Disapproval, ☐ Tabled
of an application for Sage Creek Subdivision approximately 4277 W 3600 N

received from (Applicant): Lync Construction LLC

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.

City Official

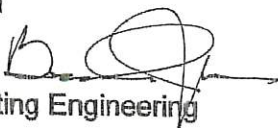
*Condition(s)/Notes:

Commissioner Maw motioned to recommend to City Council final approval of Sage Creek development, contingent on these items. (1) 3600 North is widened per Weber County requirements prior to issuing any building permits associated with Phase 1. (2) That the issues regarding the irrigation lines to Mr. Wilcox's adjacent property are coordinated and resolved in the development agreement. Commissioner Ortega seconded the motion. Vote: Commissioners Maw, Neil, Ortega and Chairman Faulkner voted aye. Motion carried.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

Date: October 26, 2022

Subject: Sage Creek Subdivision, Phase 1 - Final Plan Review

We have reviewed the revised final construction drawings for Sage Creek Subdivision, Phase 1. Following our review, we have the following comments:

1. The Developer should obtain a letter from Weber County indicating what improvements they are requiring along 3600 North including the driveway to the Stoker parcel.
2. The plat shows the well will be located within Parcel A. The Developer should indicate who will own and maintain this parcel. If it to be deeded to the adjacent property owner, it should be indicated on the plat. It should be noted that the construction drawings show an access and utility easement at that location, but it is not shown on the plat. This is a minor item, but the two plans should agree.
3. The driveway into lot 101-R will be located along a curve. It must be located so it will be safe at the design speed limit of 25 mph. The location of the driveway may need to be designated on the plat.

We recommend that any approvals of Phase 1 be conditional on the items indicated herein. If you have questions or require additional information, feel free to contact me.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

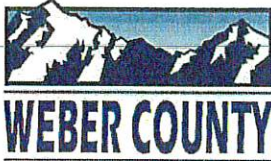
Date: October 27, 2022

Subject: Sage Creek Subdivision, Phase 1 - Final Plan Review

We have reviewed the revised final construction drawings for Sage Creek Subdivision, Phase 1. Following our review, we have the following comments:

1. The Developer should obtain a letter from Weber County indicating what improvements they are requiring along 3600 North including the driveway to the Stoker parcel.
2. The plat shows the well will be located within Parcel A. The Developer should indicate who will own and maintain this parcel.

We recommend that any approvals of Phase 1 be conditional on the items indicated herein. If you have questions or require additional information, feel free to contact me.



PUBLIC WORKS /ENGINEERING
(801) 399-8374
FAX: (801) 399-8862
Gary Myers, P.E.
County Engineer

October 27, 2022

Plain City Planning Commission

Subject: Sage Creek Development

Dear Planning Commission,

In response to the letter sent July 14, 2022 regarding the Sage Creek Development, the developer, Lync Construction has met with the county and committed to work with the Commissioners and staff to address the increased traffic and the issue raised concerning the current status of 3600 North. The county is in the process of surveying the road and the developer has committed to helping fund and complete necessary improvements under the direction of the county.

In response to the single access concern, the county commissioners have directed the Engineering department to work with the developer to move forward with approval of Phase 1 of the Sage Creek Development with the commitment from the developer that any approval of additional phases is contingent upon completion of a secondary access.

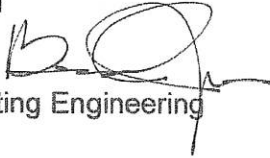
Respectfully,

Gary Myers
Weber County Engineer



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

From: Brad C. Jensen, P.E. 
Wasatch Civil Consulting Engineering

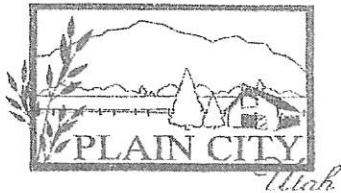
Date: October 28, 2022

Subject: Stoneybrook Subdivision, Conditional Final Acceptance

We have reviewed the conditional final acceptance request for the Stoneybrook Subdivision. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works (attached). Consequently, we recommend granting conditional final acceptance for this development.

Once the approval is granted by the City Council, all funds that are in excess of the 10% contingency may be released to the Developer. The contingency funds will then be retained for the duration of the 1-year warrantee period.

If you have any questions or require additional information, feel free to contact me.



9/23/2022

RE: Stoneybrook

Contractor/Developer: RJT Excavating

Subject: Conditional Final request

I have reviewed the request for conditional Final and conducted a field inspection at Stoneybrook Subdivision 2600 North 3850 West on 9/8/2022 and verified the completion of all items that have been installed and completed to city standards.

At this time, I recommend the subdivision known as Stonybrook started in 1/10/2018 be granted conditional final acceptance Starting the one-year warranty period releasing the remaining escrow amount.

Current Escrow amount showing:

\$6,704.00 + 10% \$38,770.63 = \$ 45,474.63

If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,

Daniel Schuler

Public Works Director

Plain City Corp.

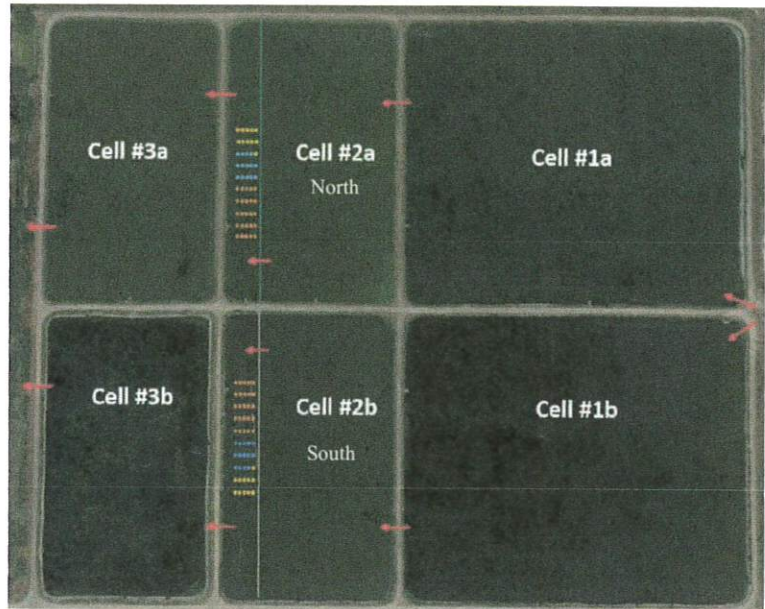
385-466-1079

dans@plaincityutah.org

RE: Phase 1 of 2 - Poo-Gloo rehab Project.

Phase 1: I would like to ask the Mayor and City Council to enter into a contract for phase 1 of 2 with Kraig Johnson, PhD, PE, Design Engineer with Keviva Water Technologies, to improve and rehab the 50 Poo-Gloos the City has in place at the sewer lagoons-cell 2 South. The Poo-Gloos were installed in 2010 over 10 + years ago with no updates or improvements within that time frame, making their efficacy at this time, very low but still being able to produce passing effluent Ammonia numbers. Rebuilding the Poo-Gloos making them more efficient would improve the Nitrification Process lowering Ammonia numbers in the cold weather months, increasing BOD Removal and TSS Removal it would be very beneficial for our system to get this completed and then move to phase 2, completing the Northside the following year. I had Brandon (City Attorney) look over the contract, he stated that he was good with it.

- a. BOD Removal
 - 1. 5.26 lbs./day/device.
- b. TSS Removal
 - 1. 2.89 lbs./day/device.
- c. Ammonia Removal
 - 1. Maximum BOD requirement of 30 mg/L.
 - 2. Maximum TSS requirement of 30 mg/L.
 - 3. Varying Performance based upon water temperature
 - a. 0.5 – 1 °C
 - i. 0.1 lbs./day/device
 - b. 1.0 – 2.0 °C
 - i. 0.15 lbs./day/device
 - c. 2.0 – 4.0 °C
 - i. 0.2 lbs./day/device
 - d. 4.0 – 6.0 °C
 - i. 0.25 lbs./day/device
 - e. 6.0 – 10 °C
 - i. 0.3 lbs./day/device

**Cost and time line for Phase 1 (Rehab South Side):**

- 50 - rehabbe Bio-Dome units @\$2000.00/each = **\$100,000.00**
 - Product delivery will be scheduled for delivery within 90 days from the order date.
- Total for phase 1 = \$100,000.00**

Phase 2 Poo-Gloo project (Install 50 new Bio-Domes/Cell 2 North): The construct and placement of 50 new Bio-Dome units and blower package with 575' baffle curtain for flow direction.

Cost for Phase 2 (North Cell 2):

- 50 New Bio-Dome units @ 4950.00 each = \$247,500.00
 - Blower & VFD controller = \$9,500.00
 - Air hoses and manifolds = \$12,000.00
 - 575' Baffle Curtain = \$30,000.00
- Total for phase 2 = \$300,000.00**

Bio-Dome units carry a 5-year warranty, Blower package carries a 1-year mfg warranty.

Daniel Schuler
Public Works Director



- *Patented Technology*
- *Developed at the University of Utah*









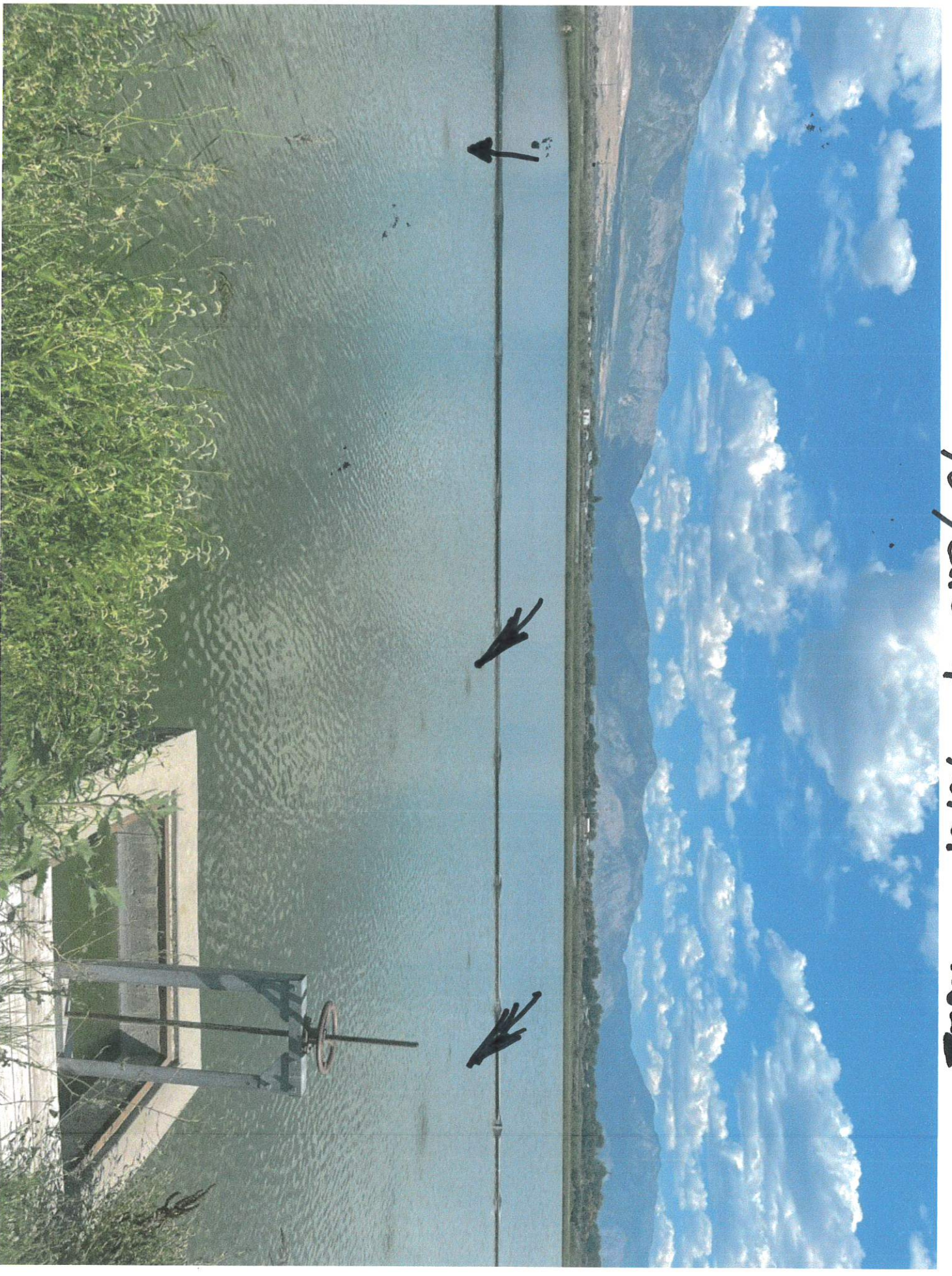
Poo's
Globe's
Newly
Installed
2010

10 years + later

2022



10 years + later 2021



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made and entered into as of this ____ day of October, 2022 ("Effective Date"), by and between Plain City ("OWNER"), and Keviva Water Technologies, LLC ("CONTRACTOR").

WITNESSETH:

WHEREAS, OWNER desires to engage the professional services of the CONTRACTOR to provide professional contractor services; and

WHEREAS, the CONTRACTOR is willing to perform the services for OWNER upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, OWNER and CONTRACTOR agree as follows:

ARTICLE 1 CONTRACTOR'S SERVICES

1.1 **Term:** The term of this Agreement shall extend from the Effective Date until terminated by either party, unless otherwise agreed to by both parties in writing.

1.2 **Scope of Services:** The parties shall execute project/phase specific work order(s) ("Work Order") from time to time as new projects are offered to and accepted by CONTRACTOR. The form of the Work Order is contained in Exhibit A (shown as the Initial Work Order #1) and incorporated by reference herein. The Work Order shall define the agreed upon services to be performed by the CONTRACTOR, the anticipated duration of such services, and the compensation due the CONTRACTOR for such services. The entire contract between the parties shall consist of the terms and conditions set forth in this Agreement and any then effective Work Order(s) and approved CONTRACTOR's rates. Each such Work Order and CONTRACTOR's rates shall constitute integral parts of this Agreement and shall be read and construed as one with this Agreement.

ARTICLE 2 ADDITIONAL SERVICES OF THE CONTRACTOR

2.1 If authorized in writing by OWNER, the CONTRACTOR shall furnish additional services not covered by Article I. "CONTRACTOR's Services." OWNER shall pay for such Additional Services in accordance with the approved CONTRACTOR's rates or at such specific price as OWNER and CONTRACTOR mutually agree.

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

The OWNER shall do the following and pay all costs incident thereto:

- 3.1 Provide all criteria and full information as to the requirements for each project.
- 3.2 Assist the CONTRACTOR by placing at his disposal all available data pertinent to each project.
- 3.3 Furnish the CONTRACTOR the data on property, boundary, right-of-way, utility surveys and ownership, owner reports and other consultant services including reports and consultation obtained by the OWNER prior to or during each project period, all of which the CONTRACTOR is entitled to rely on in conducting his work. This would include any surveying deemed necessary by the CONTRACTOR, but which is not included in the CONTRACTOR's agreed upon scope of work.
- 3.4 Guarantee access to the property and make all provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR to perform his services under this Agreement.
- 3.5 Designate an individual to act as OWNER'S representative with respect to the CONTRACTOR's service to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to services covered by the Agreement.
- 3.6 Furnish or instruct the CONTRACTOR to provide, at the OWNER's expense, necessary additional services as stipulated in Article 2 of this Agreement, or other services as required.
- 3.7 All notices and other communications provided for in this Agreement shall be in writing and shall be deemed properly delivered when delivered in person to an authorized representative of the OWNER or sent by mail, email or facsimile to the OWNER at the following address:

Dan Schuler (dans@plaincityutah.org)
Plain City Utilities
4160 W 2200 N
Plain City, UT 84404
(801) 808-7110

ARTICLE 4
PAYMENTS TO THE CONTRACTOR

4.1 The OWNER shall pay the CONTRACTOR for the services performed under Article 1, "CONTRACTOR's Services," of this agreement in accordance with CONTRACTOR's rates as approved by OWNER for each Work Order performed under this Agreement. For each such Work Order, the approved CONTRACTOR's rates shall be attached and incorporated into this Agreement as provided in paragraph 1.2 above.

4.1.1 Payments on account of said work for CONTRACTOR's Services shall be made at regular intervals, not more than monthly on the basis of invoices submitted for work completed, or on time and expenses incurred and submitted by the CONTRACTOR in proper form to the OWNER. OWNER shall make payments to the following address:

Keviva Water Technologies, LLC
3333 W 1500 N
Lehi, UT 84043
EIN 81-1138108

4.1.2 Payments on account for services of the CONTRACTOR shall be made within 30 days of the CONTRACTOR's submittal of his invoice to OWNER. OWNER agrees that any amount not paid within 30 days from the date of presentation of invoice may be assessed an interest charge at 1.5% per month. In the event OWNER fails to pay amounts properly due and owing CONTRACTOR within 90 days of the date of presentation of such invoice, OWNER shall be liable for and agrees to pay reasonable costs of collection, including attorney's fees and costs.

4.1.3 The OWNER shall pay the CONTRACTOR for additional services the CONTRACTOR performed under Article 2, "Additional Services of the CONTRACTOR" in accordance with Section 4.1.2.

4.2 If the CONTRACTOR's services for the project are suspended by the OWNER for more than three months or the project is abandoned in whole or in part by the OWNER, the CONTRACTOR shall be paid his fees for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment.

ARTICLE 5
CONTRACTOR'S RESPONSIBILITIES

5.1 The CONTRACTOR will complete each project in a timely manner, but it is agreed between the parties to this Agreement that the CONTRACTOR cannot be responsible for delays occasioned by factors beyond his control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

5.2 During the performance of services within this Agreement, the scope of the CONTRACTOR's Services (Article 1) and the Additional Services of the CONTRACTOR (Article 2), and compensation there for may be adjusted by mutually agreed upon written change orders or amendments to this Agreement.

5.3 The CONTRACTOR shall not disclose or permit the disclosure of any confidential information except to his employees and other consultants who need such confidential information in order to properly perform the work.

5.3.1 No information relative to a project shall be released by the CONTRACTOR for publication, for advertising, or for any other purpose without prior written approval of the OWNER.

5.4 The CONTRACTOR's professional services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. Workmanship is warranted for one year, materials incorporated into the products carry a manufacturer's warranty, typically three years. Manufacturers specification sheets will be provided to the OWNER as part of this contract.

5.5 All notices and other communications provided for in this Agreement shall be in writing and shall be deemed properly delivered when delivered in person to an authorized representative of the CONTRACTOR or sent by mail, email or facsimile to the CONTRACTOR at the following address:

Kraig Johnson, Chief Technical Officer
Keviva Water Technologies, LLC
3333 W 1500 N
Lehi, UT 84043
KraigJ@gmail.com

ARTICLE 6 INDEMNIFICATION

- 6.1 The CONTRACTOR shall indemnify and hold harmless the OWNER and its owner, officers, directors, members, employees, and agents, from and against any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and attorney's fees, arising out of personal injury, sickness or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the negligence, knowingly wrongful acts, errors or omissions, or the CONTRACTOR, its agents and/or employees.
- 6.2 The OWNER shall indemnify and hold harmless the CONTRACTOR and its owner, officers, directors, members, employees, and agents, from and against any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and attorney's fees, arising out of personal injury, sickness or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the negligence, knowingly wrongful acts, errors or omissions, or the OWNER, its agents and/or employees.
- 6.3 In the event of litigation as a result of the breach of the terms of this Agreement, the nonbreaching party shall be entitled to recover reasonable attorney fees, costs and expenses.
- 6.4 The CONTRACTOR shall maintain for the duration of this Agreement, at its cost, primary insurance coverage against claims for injuries to person or damages to property, including contractual liability and auto, which may arise from work performed under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the CONTRACTOR or its officers, agents, representatives, assigns, or employees. The CONTRACTOR shall carry at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year for all required coverage.
- 6.5 The provisions of paragraphs 6.1, 6.2 and 6.4 notwithstanding, the OWNER and CONTRACTOR agree that they will not be liable to each other, nor to each other's owners, officers, directors, members, employees, and agents, under any circumstances, for any lost, delayed or diminished profits, revenues or opportunities; losses by reason of shutdown or inability to utilize or complete work at the site of the project; or any other special, indirect, or consequential damages or for punitive damages arising out of or relating to the performance of professional services under this Agreement.

ARTICLE 7 CONTRACTOR'S ACCOUNTING RECORDS

- 7.1 Records of the CONTRACTOR's direct personnel expenses, contracted professional services from others, and reimbursable expenses pertaining to each project, shall be kept on a generally recognized accounting basis and shall be available to the OWNER or his authorized representative for inspection at such time and in such location as OWNER and CONTRACTOR mutually agree.

ARTICLE 8
TERMINATION OF AGREEMENT

- 8.1 This Agreement may be terminated by either party by thirty (30) day's written notice, by mutual agreement, or in the event of a substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated other than by reason of the CONTRACTOR's failure to perform in accordance with the terms hereof, the CONTRACTOR shall be paid his fees for the extent of services performed and the costs incurred by him to the termination notice date, including terminal expenses resulting from such termination.
- 8.2 FORCE MAJEURE - A failure by either party to perform its obligations under this Agreement or a delay in performance as a result of a fire, explosion, accident, equipment breakdown, interruptions in the supply of power or materials, epidemic, employment dispute or anything outside the party's control will not constitute a breach of this Agreement, but in the event of the failure or delay enduring for a continuous period longer than 30 days or a series of failure or delays enduring for a continuous period longer than 30 days or a series of failure of delays for a total period of 30 days in any successive three calendar months, the other party may give notice in writing terminating the Agreement forthwith.

ARTICLE 9
OWNERSHIP OF DOCUMENTS AND PROGRAMS

- 9.1 All documents prepared by CONTRACTOR under this Agreement including all data, notes, reports, drawings, and results of models, as instruments of service - published or otherwise - shall remain the property of the CONTRACTOR. CONTRACTOR shall provide to OWNER originals and copies of reports and documents as set forth in Exhibit A. CONTRACTOR may retain copies of such documents as he desires. The OWNER shall not use any design prepared by CONTRACTOR on work not covered by this Agreement without the approval of the CONTRACTOR.
- 9.2 CONTRACTOR shall not be liable for any loss or damage of document caused by strikes, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, Act of God, or by any cause beyond CONTRACTOR's reasonable control.

ARTICLE 10
SUCCESSORS AND ASSIGNS

- 10.1 The OWNER and CONTRACTOR each binds himself, his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to their partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither the OWNER nor the CONTRACTOR shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto,

nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and CONTRACTOR.

ARTICLE 11 EXTENT OF AGREEMENT

- 11.1 This Professional Services Agreement ("Agreement") consists of Articles 1 through 12, Work Order(s) contained in Exhibit A, and approved CONTRACTOR's rates contained in Exhibit B, and constitutes the entire and integrated Agreement between OWNER and the CONTRACTOR. This Agreement may be amended only by written instrument signed by both the OWNER and the CONTRACTOR.

ARTICLE 12 APPLICABLE LAW

- 12.1 This Agreement shall be interpreted in accordance with the laws of the State of UTAH. In the event that a dispute should arise relating to the performance of the services to be provided under this AGREEMENT, the OWNER and CONTRACTOR agree that they shall first submit the matter to mediation by a mutually agreed upon mediator. OWNER and CONTRACTOR further agree to include a similar mediation agreement with all CONTRACTORS, subcontractors, subconsultants, suppliers and fabricators, thereby providing for nonbinding mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation within 30 days that a dispute is submitted to a mediator, the matter may then be resolved by litigation in such Utah courts that have jurisdiction over such claims. In the event a dispute is litigated, OWNER and CONTRACTOR agree that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense or prosecution of such claim, including staff time, court costs, expert witness fees and costs, attorney's fees and other claim-related expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNER
Plain City

By: _____(Name)

Its _____(Title)

CONTRACTOR
Keviva Water Technologies, LLC

By: _Kraig Johnson__(Name)

Its __Chief Technology Officer__(Title)

EXHIBIT A

Work Orders

Contractor is retained to retrofit 50 Poo-Gloo devices located in the wastewater treatment facility. 50 units shall be removed from the pond and retrofitted with the following improvements: new ½" bubble release tubes, manufactured by ADS (Advanced Diffusion Systems), a new outer dome, manufactured by Rotational Molding of Brigham City, repairs to broken manifolds as needed, and replacement of 3/8" supply lines as needed. Following retrofitting and repairs, 50 units shall be placed back into the pond in the approximate original positions, or in other locations as per instructions from the Owner.

Period of performance: 1 November, 2022 to 30 April, 2023. (6 months)

Location of retrofitting and repairs: at the Contractors discretion, units will either be worked onsite, or transported to a local facility. Access to the site will be provided by the Owner during normal business hours. Contractor's equipment may be left onsite during the period of performance.

EXHIBIT B

Payment for services

Contractor shall be paid the sum of \$2,000 (two thousand dollars) for each Poo-Gloo unit retrofitted, not to exceed the total contract price of \$100,000. Contractor may invoice the Owner 80% of the per unit cost as each unit is retrofitted and relocated on the bank adjacent to the pond on a monthly basis. The final 20% shall be invoiced following the reinstallation of the devices and final inspection of bubble patterns with the blower running.

Mayor & Council

We would like to go into the direction of using UV lighting for sewer disinfection instead of using Chemical (12% Hypo Chloride & Bio Sulfate). One Glasco UV Vertical unit treats up to 1 MGD installing two units will allow for redundancy and add life to the bulbs being able to run in series & adding emergency backup power source.

Estimated cost for UV setup **\$135,000.00**



Thatcher Chemical - **2022** we've had 8 orders totaling **\$13,287.99**. For the year report from **Oct 2021-present (Oct 2022)**. So, if you take **\$8649.51 + \$13,287.99**, We've spent **\$21,937.50** during this time frame in a 12-month period, totaling 16 orders between 12% Hypo chloride and Bio sulfate.

Cumulative YTD

13,287.99
13,287.99
8

Previous year

8,649.51
8,649.51
8

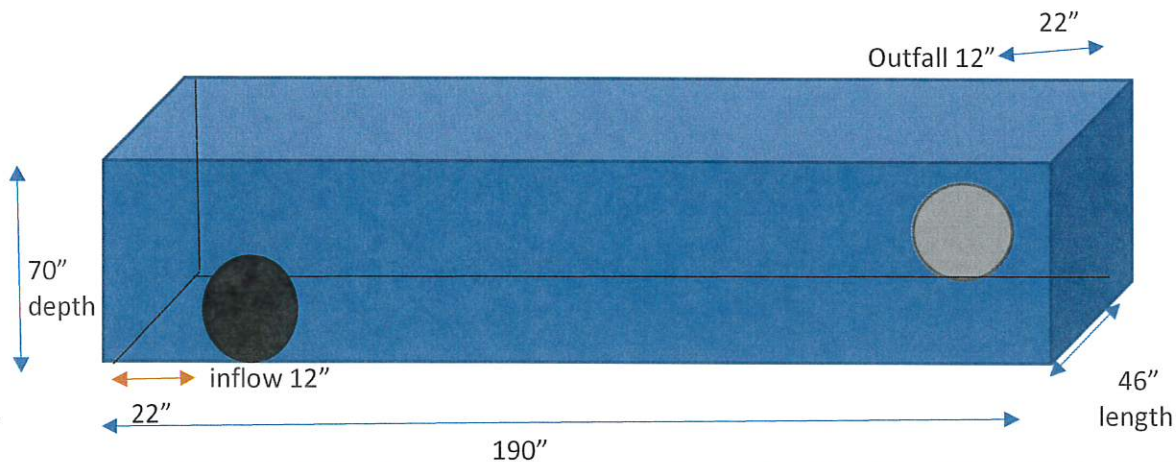
- Chemical total from Oct-2021 to present (Oct-2022) = **\$21,937.50**
- USA Blue Book for Total CL packets from Oct-2021 to present (Oct-2022) = **\$370.00**
- Manhours testing CL and Bio sulfate from Oct-2021 to present (Oct-2022) = 375 hours +
= approximately **\$9,750.00**

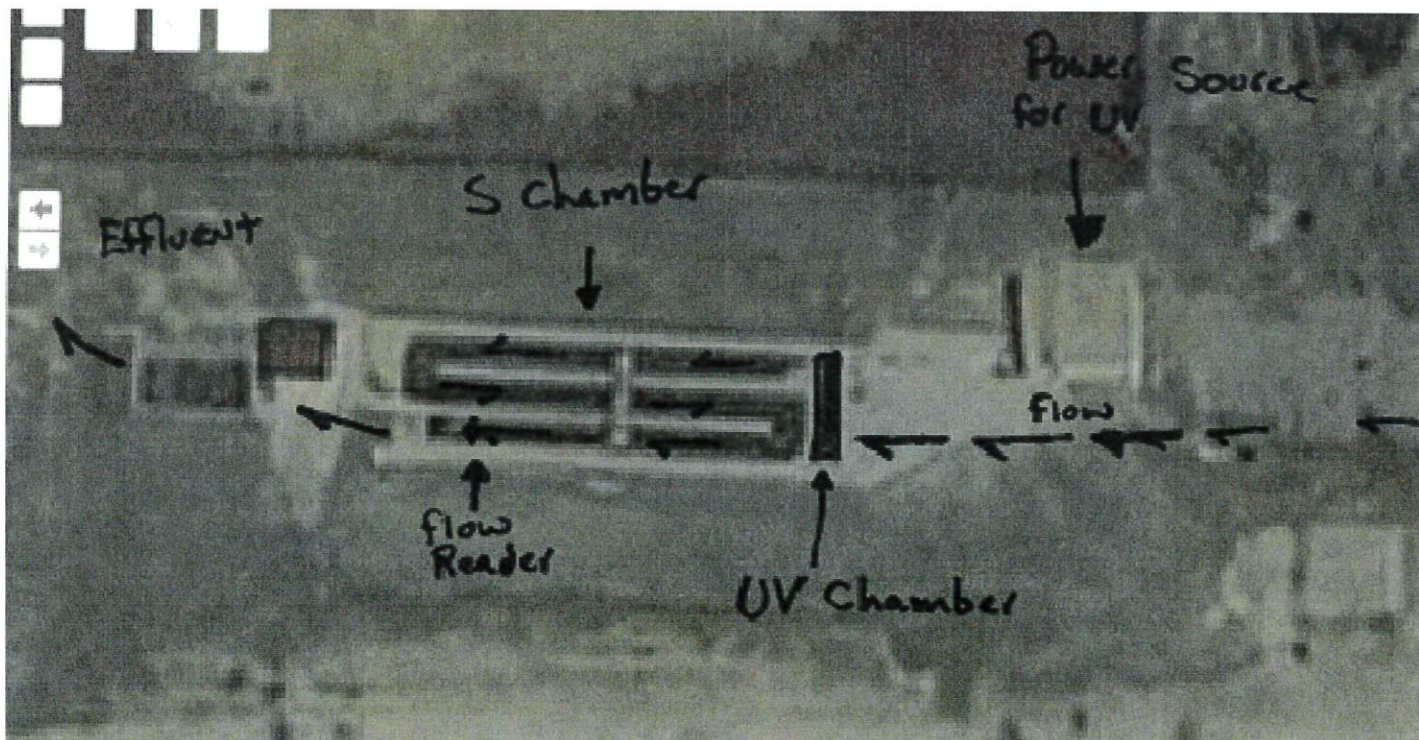
- Other cost includes chemical feed pumps running 24-7. Replacement of chemical feed lines replacements. Replacement cartridges for chemical feed pumps **\$250.00** each, replaced **2** cartridges within a year of operating = **\$500.00**.

Estimated yearly cost using chemical for disinfection = **\$32,557.50**

Setup =

Existing plant layout drawings. If not available, then channel measurements of where the UV system will be installed. Will need channel depth, width, and height. The measurements for the channel are **70"** = height, **46"** = width and **190"** = length, there is a 1"1/2 lip around the top of the channel, depth of the channel is measured from floor to bottom of the lip around the channel.





- What is the peak flow the system will be sized too? 0.9 MGD
- What standard wastewater will be treated to? Farm Land/Fields reuses.
- What is the target disinfection permitting the plant is required to meet? See below

Parameter	Effluent Limitations *a				
	Maximum Monthly Avg	Maximum Weekly Avg	Yearly Average	Daily Minimum	Daily Maximum
Total Flow	0.6	--	--	--	0.9
BOD ₅ , mg/L	45	65	--	--	--
BOD ₅ Min. % Removal	65	--	--	--	--
TSS, mg/L	45	65	--	--	--
TSS Min. % Removal	65	--	--	--	--
Dissolved Oxygen, mg/L	--	--	--	5.0	--

Total Ammonia (as N), mg/L					
Summer (Jul-Sep)	3.9	--	--	--	14.0
Fall (Oct-Dec)	6.7	--	--	--	14.0
Winter (Jan-Mar)	8.8	--	--	--	14.0
Spring (Apr-Jun)	6.7	--	--	--	14.0
TRC, mg/L					
Summer (Jul-Sep)	0.736	--	--	--	0.893
Fall (Oct-Dec)	0.242	--	--	--	0.294
Winter (Jan-Mar)	0.159	--	--	--	0.193
Spring (Apr-Jun)	0.242	--	--	--	0.294
<i>E. coli</i> , No./100mL	126	157	--	--	--
Total Phosphorus, lbs/yr (Final)	--	5,01	2,130	--	--
Oil & Grease, mg/L	--	--	--	--	10.0
pH, Standard Units	--	--	--	6.5	9

Self-Monitoring and Reporting Requirements *a			
Parameter	Frequency	Sample Type	Units
Total Flow, Influent *b, *c, *d	Continuous	Recorder	MGD
Effluent	Continuous	Recorder	MGD
BOD ₅ , Influent *d	Monthly	Composite	mg/L
Effluent	Monthly	Composite	mg/L
TSS, Influent *d	Monthly	Composite	mg/L
Effluent	Monthly	Composite	mg/L
<i>E. coli</i>	Monthly	Grab	No./100mL
pH	Monthly	Grab	SU
Total Ammonia (as N)	Monthly	Composite	mg/L
DO	Monthly	Grab	mg/L
TRC, mg/L, *e	Monthly	Grab	mg/L
Oil & Grease *f	Monthly	Grab	mg/L
Orthophosphate (as P), *g	Monthly	Composite	mg/L
Total Phosphorus (as P), Influent *d, *g, *h	Monthly	Composite	mg/L
Effluent	Monthly	Composite	mg/L
Total Kjeldahl Nitrogen TKN (as N), Influent *d, *g, *h	Monthly	Composite	mg/L
Effluent	Monthly	Composite	mg/L
Nitrate, NO ₃ *g, *h	Monthly	Composite	mg/L
Nitrite, NO ₂ *g, *h	Monthly	Composite	mg/L

If you have any questions, please give me a call.

Daniel Schuler

Public Works Director

385-466-1079 / dans@plainscityutah.org