



## CITY COUNCIL MEETING

APRIL 09, 2024 AT 6:00 PM

**MEETINGS NOW HELD IN THE PUBLIC SAFETY BUILDING AT 515 E 2600 N | NORTH OGDEN, UT 84414**

### AGENDA

#### **PUBLIC CAN ATTEND:**

In person OR: Click the link to join the Webinar: <https://us02web.zoom.us/j/88276151963>

Webinar ID: 882 7615 1963

Telephone Dial: 1 346 248 7799 or 1 669 900 9128 or 1 253 215 8782

YouTube: [https://www.youtube.com/results?search\\_query=north+ogden+city+council+meeting](https://www.youtube.com/results?search_query=north+ogden+city+council+meeting)

**Welcome:** Mayor Berube

**Invocation/Thought & Pledge of Allegiance:** Council Member Pulver

#### **CONSENT AGENDA**

1. Call for Conflict of Interest Disclosure
2. Discussion and/or action on the Conditional Acceptance of Northview Estates Subdivision Phase  
Presenter: Public Works Inspector Dylan Hill
3. Discussion and/or action on the Final Acceptance of Majestic View Subdivision  
Presenter: Public Works Inspector Dylan Hill
4. Announcement of the April 23, 2024, Budget Amendment Public Hearing  
Presenter: Mayor Berube

#### **ACTIVE AGENDA**

5. Public Comments\*
6. Fiscal Year 2024-2025 Budget Presentations
  - a. Administrative Departments  
Presenter: Department Heads
  - b. Enterprise Funds  
Presenter: Department Heads
7. New North Ogden City Website Budget Proposal  
Presenter: City Recorder Rian Santoro, Human Resources Director Katie Gerard, and Administrative Services Manager Bryce Nelson
8. Discussion and/or action to approve the Local Transportation Funding Agreement A4-2024, for the next phase of 450 E to 3100 North.  
Presenter: City Manager/Attorney Jon Call

#### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda were posted within the North Ogden City limits on this 4th day of April 2024 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website at <https://www.utah.gov/pmn/>, and at <http://www.northogdencity.com>. The 2024 meeting schedule was posted on December 13, 2023.

Rian Santoro, North Ogden City Recorder.

The Council at its discretion may rearrange the order of any item(s) on the agenda. Final action may be taken on any item on the agenda. The Council reserves the right to enter into a closed meeting at any time in accordance with 52-4-204. In compliance with the Americans with Disabilities Act, those needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify the City Recorder at 801-782-7211 at least 48 hours prior to the meeting. In accordance with State Statute, City Ordinance, and Council Policy, one or more Council Members may be connected via speakerphone or may by a two-thirds vote to go into a closed meeting.

9. Council Department Reports
    - a. Council Member Dalpiaz – Police Department
    - b. Council Member Cevering – Building and Planning Departments
    - c. Council Member Barker – Parks Department
  10. Public Comments\*
  11. Mayor/Council/Staff Comments
  12. Adjournment
- 

**Public Comments/Questions**

- a. Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business.
- b. When a member of the audience addresses the Mayor and/or Council, he or she will come to the podium and state his or her name and city residing in.
- c. Citizens will be asked to limit their remarks/questions to five (5) minutes each.
- d. The Mayor shall have discretion as to who will respond to a comment/question.
- e. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks.
- f. Some comments/questions may have to wait for a response until the next regular Council Meeting.
- g. The Mayor will inform a citizen when he or she has used the allotted time.



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## NORTH OGDEN CITY STAFF REPORT

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**TO: NORTH OGDEN CITY COUNCIL**

**FROM: DYLAN HILL**

**PUBLIC WORKS INSPECTOR**

**DATE: 03-25-2024**

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I HAVE COMPLETED THE CONDITIONAL INSPECTION ON NORTHVIEW ESTATES PHASE 8. THE IMPROVEMENTS ARE UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$699,004.11 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$220,718.83. \$63,545.83 WILL REMAIN WITH THE ESCROW AGENT THROUGH THE ONE YEAR PERIOD AFTER CONDITIONAL ACCEPTANCE BY CITY COUNCIL.

PART OF THE N. 1/2, OF SECTION 20, T.7N., R.1W., S.L.B. & M.  
NORTHVIEW ESTATES SUBDIVISION PHASE 8

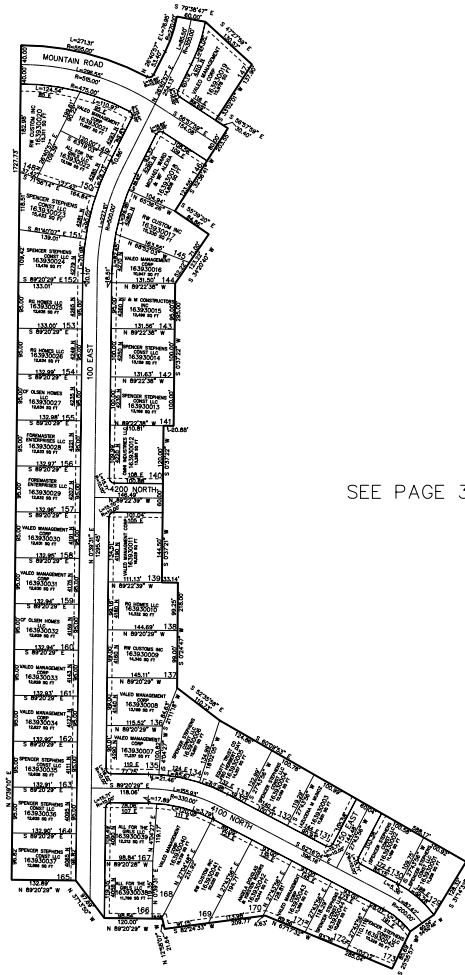
393

IN NORTH OGDEN CITY

TAXING UNIT: 10

SCALE 1" = 200'

SEE PAGE 37-1



SEE PAGE 37-1

SEE PAGE 37-1

SEE PAGE 37-1

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

FOR COMPLETE SURVEY DATA SEE  
ORIGINAL DEDICATION PLAT IN  
BOOK 93, PAGE 49 OF RECORDS.



\*W3243739\*

**SUBDIVIDER’S ESCROW AGREEMENT**

Agreement made this 15 day of June, 2022,

between North Ogden City, a municipal corporation of the State of Utah,

located in Weber County, Utah, (the “City”), and **Valeo Management Corporation**

of **Weber County, Utah**, (the “Subdivider”) and **Old Republic Title Insurance Company**,

**of Weber County, Utah** (the “Escrow Agent”).

## RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated 15<sup>th</sup> of June, 2022, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **Northview Estates Subdivision, Phase 8** and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.

3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

## AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. **Old Republic Title Insurance Company** is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

2. Deposits in Escrow. The Subdivider shall deposit with Escrow Agent the sum of **\$699,004.11** representing 110% of the entire cost of all improvements enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto, marked Exhibit A and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.

3. Application of Escrow Funds. It is agreed by all parties to this agreement that the sum of money indicated in paragraph 2 of this agreement shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the City Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon the City stationary and will bear the City's corporate seal indicating review and approval by the City.

4. Retention of Escrow Funds. A sum equal to 10% of the escrowed amount or **\$63,545.83** shall remain with the Escrow Agent for a period of one year after conditional acceptance by the City, pursuant to the terms of Exhibit A.

5. Application and Return of 10% Security. All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect

or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompleteness. The Escrow Agent, upon receiving reasonable proof from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.



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

NORTH OGDEN CITY, a  
Municipal Corporation,  
State of Utah

By: *[Signature]*  
Mayor

Attest:

*[Signature]*

City Recorder



By: *[Signature]*  
Subdivider (sign with Notary  
on next page)

*[Signature]*  
By: *[Signature]*  
Escrow Agent (sign with  
Notary on next page)

Name: Mike Hendry  
Phone: (801)479-1191  
Email: michael@mvte.com

Approved as to Form:

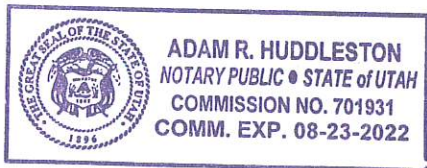
*[Signature]*  
North Ogden City  
Attorney

State of Utah }

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County of WEAVER }

On this 15 day of JUNE, 2022, personally appeared before me, CECIL SAMPETHWAITE, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to on this instrument and acknowledged that he/she/they executed the same.



*[Handwritten Signature]*

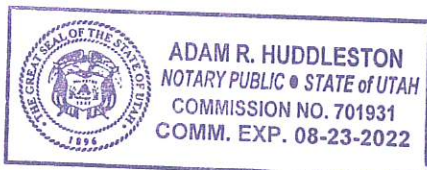
Notary Public

State of Utah }

§

County of WEBER }

On this 15 day of JUNE, 2022, personally appeared before me, MICHAEL L. HENDRIX, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to on this instrument and acknowledged that he/she/they executed the same.



*[Handwritten Signature]*

Notary Public

# Exhibit A

## DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 15 day of June, 2022, **Valeo Management Corporation**, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and **NORTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Northview Estates Subdivision, Phase 8**. The Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **May 24, 2021**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "1" (the "Notice of Decision"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.

2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including laterals to property line of each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including laterals to each property line of lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs with numbers.
- J. Screening when required.
- K. Chip and seal coat on new streets.
- L. Monuments.
- M. Fencing.
- N. Pressure irrigation, including laterals to each property line of lot.
- O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision shall be final and conclusive. For convenience a plat map is attached as Exhibit "2".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for **Northview Estates Subdivision, Phase 8**, and agrees to hold **\$699,004.11** (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "3". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the

one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

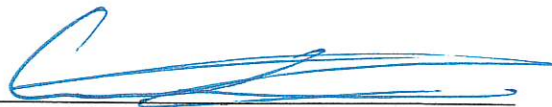
6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Northview Estates Subdivision, Phase 8**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 15<sup>th</sup> of June, 2022.

*Valeo Management*

\_\_\_\_\_  
Company Name

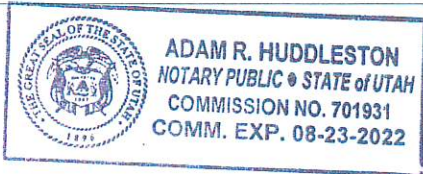


\_\_\_\_\_  
Signature, Manager (with Notary on next page)

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }  
§  
County of WEBER }

On this 15 day of JUNE, 2022, personally appeared before me, CECIL SATERTHWAITE, proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.




[Signature]  
Notary Public

WEBER  
Residing at:

My Commission Expires:  
8-23-22

NORTH OGDEN CITY CORPORATION

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder





**NORTH OGDEN CITY** Exhibit 1  
SETTLED 1851

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**NOTICE OF DECISION**

May 24, 2021

Cecil Satterthwaite  
Valeo Management  
P.O. Box 832  
Eden, Utah, 84310

Re: Preliminary Plat Approval for Northview Estates Subdivision – Phase 8

The North Ogden City Planning Commission met on March 3rd, 2021 and made a motion to grant preliminary approval of the Northview Estates Subdivision, Phase 8, subject to the conditions listed in the Staff Report, which are as follows:

- Requirements of the North Ogden City Engineer's Report must be met prior to final plat approval (except where superceded in this report).
- Requirements of the Technical Review Committee Letter (except where it may be superceded in this report).
- A 1' sidewalk pedestrian easement on the south side of the right-of way, needs to be required to be added to the plat, in connection with the 5' sidewalk on the south side, noted on the plat, as has been required in prior subdivisions.
- The City Council will determine the final design for Mountain Road. Any requirements relating to the final design of Mountain Road, will need to be spelled out in the escrow agreement for the property.

Please add the 1' sidewalk pedestrian easement to the plat prior to submitting it for signatures to the City. I have attached copies of the Engineer's Report and the Technical Review Committee Meeting Letter in the same email this letter is being sent in, so that you have copies of the additional conditions of approval listed in those documents.

If you have any questions regarding this application, please contact the Planning Department at (801) 782-7211.

Regards,

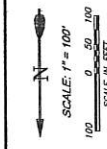
Brandon Bell

Associate Planner



# Exhibit 2

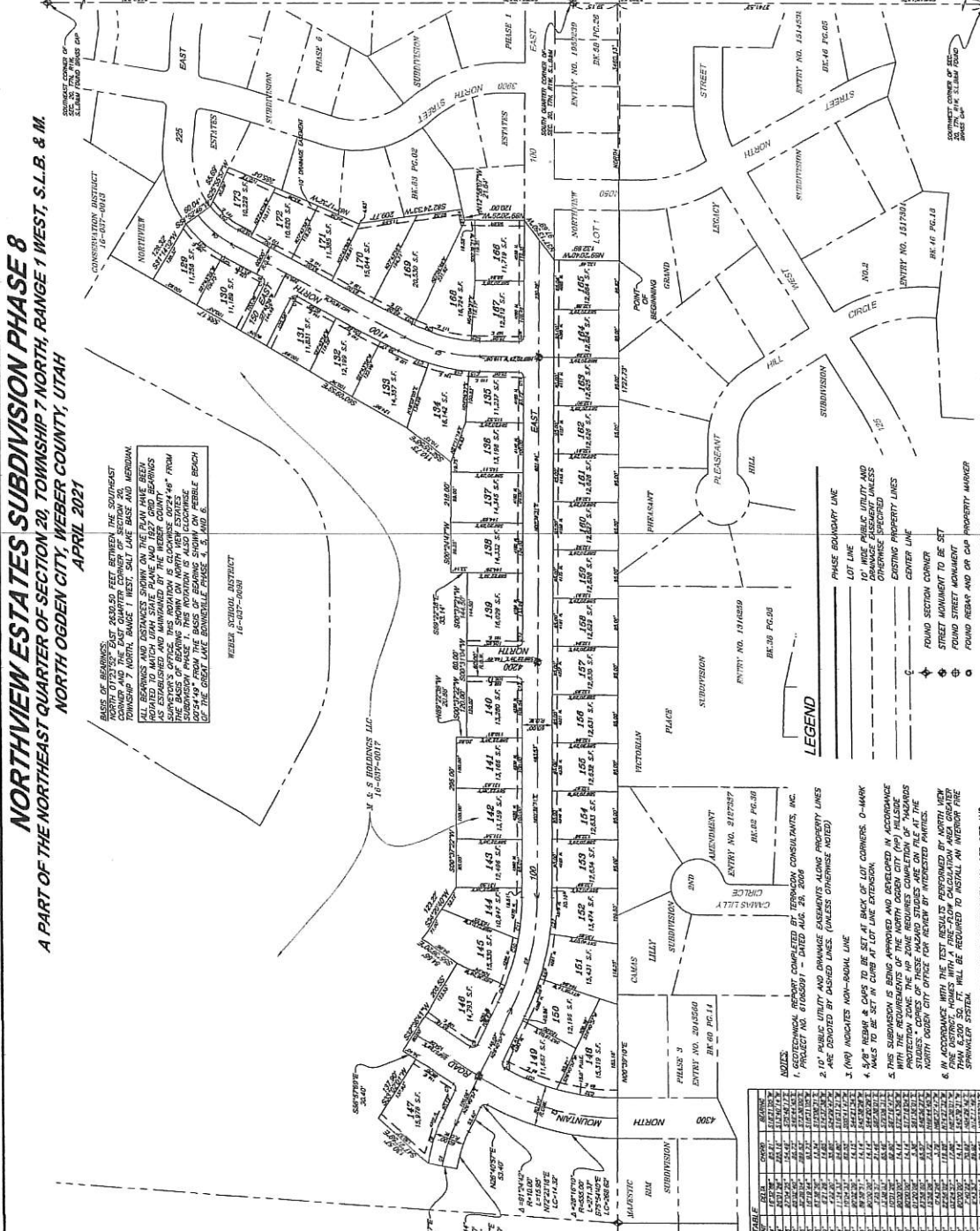
## NORTHVIEW ESTATES SUBDIVISION PHASE 8 A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M. NORTH OGDEN CITY, WEBER COUNTY, UTAH APRIL 2021



BASE OF BEARING: 86.34.90 DEE BETWEEN THE SOUTHWEST CORNER OF THE EAST QUARTER CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M. AND THE EAST QUARTER CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M. AS ESTABLISHED AND MAINTAINED BY THE WEBER COUNTY PLANNING DIRECTOR. THIS BEARING IS THE BEARING OF THE CENTER LINE OF THE GREAT LAKE BOATWALK PHASE 3, 4, AND 5.

**SURVEYORS CERTIFICATE**  
I, MATTHEW ABRAHAM MADRICK, A LICENSED PROFESSIONAL LAND SURVEYOR, AS REQUIRED BY THE STATE OF UTAH, HAVE MADE THIS SURVEY IN ACCORDANCE WITH THE SURVEYING ACTS AND RULES OF THE BOARD OF LAND SURVEYING OF THE STATE OF UTAH. I HAVE PERSONALLY EXAMINED THE ORIGINAL RECORDS OF THIS SURVEY AND HAVE BEEN CONVINCED THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND RULES OF THE BOARD OF LAND SURVEYING OF THE STATE OF UTAH. I HAVE ALSO EXAMINED THE ORIGINAL RECORDS OF THIS SURVEY AND HAVE BEEN CONVINCED THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND RULES OF THE BOARD OF LAND SURVEYING OF THE STATE OF UTAH. I HAVE ALSO EXAMINED THE ORIGINAL RECORDS OF THIS SURVEY AND HAVE BEEN CONVINCED THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND RULES OF THE BOARD OF LAND SURVEYING OF THE STATE OF UTAH.

**BOUNDARY DESCRIPTION**  
A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M. AND THE EAST QUARTER CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M. AS ESTABLISHED AND MAINTAINED BY THE WEBER COUNTY PLANNING DIRECTOR. THIS BEARING IS THE BEARING OF THE CENTER LINE OF THE GREAT LAKE BOATWALK PHASE 3, 4, AND 5.



**CLUSTER TABLE**

LOT	AREA	PERCENTAGE	AREA	PERCENTAGE	AREA	PERCENTAGE
101	1.00	1.00	1.00	1.00	1.00	1.00
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142	1.00	1.00	1.00	1.00	1.00	1.00
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161	1.00	1.00	1.00	1.00	1.00	1.00
162	1.00	1.00	1.00	1.00	1.00	1.00
163	1.00	1.00	1.00	1.00	1.00	1.00
164	1.00	1.00	1.00	1.00	1.00	1.00
165	1.00	1.00	1.00	1.00	1.00	1.00
166	1.00	1.00	1.00	1.00	1.00	1.00
167	1.00	1.00	1.00	1.00	1.00	1.00
168	1.00	1.00	1.00	1.00	1.00	1.00
169	1.00	1.00	1.00	1.00	1.00	1.00
170	1.00	1.00	1.00	1.00	1.00	1.00
171	1.00	1.00	1.00	1.00	1.00	1.00
172	1.00	1.00	1.00	1.00	1.00	1.00
173	1.00	1.00	1.00	1.00	1.00	1.00
174	1.00	1.00	1.00	1.00	1.00	1.00
175	1.00	1.00	1.00	1.00	1.00	1.00
176	1.00	1.00	1.00	1.00	1.00	1.00
177	1.00	1.00	1.00	1.00	1.00	1.00
178	1.00	1.00	1.00	1.00	1.00	1.00
179	1.00	1.00	1.00	1.00	1.00	1.00
180	1.00	1.00	1.00	1.00	1.00	1.00
181	1.00	1.00	1.00	1.00	1.00	1.00
182	1.00	1.00	1.00	1.00	1.00	1.00
183	1.00	1.00	1.00	1.00	1.00	1.00
184	1.00	1.00	1.00	1.00	1.00	1.00
185	1.00	1.00	1.00	1.00	1.00	1.00
186	1.00	1.00	1.00	1.00	1.00	1.00
187	1.00	1.00	1.00	1.00	1.00	1.00
188	1.00	1.00	1.00	1.00	1.00	1.00
189	1.00	1.00	1.00	1.00	1.00	1.00
190	1.00	1.00	1.00	1.00	1.00	1.00
191	1.00	1.00	1.00	1.00	1.00	1.00
192	1.00	1.00	1.00	1.00	1.00	1.00
193	1.00	1.00	1.00	1.00	1.00	1.00
194	1.00	1.00	1.00	1.00	1.00	1.00
195	1.00	1.00	1.00	1.00	1.00	1.00
196	1.00	1.00	1.00	1.00	1.00	1.00
197	1.00	1.00	1.00	1.00	1.00	1.00
198	1.00	1.00	1.00	1.00	1.00	1.00
199	1.00	1.00	1.00	1.00	1.00	1.00
200	1.00	1.00	1.00	1.00	1.00	1.00

**LEGEND**

- PHASE BOUNDARY LINE
- LOT LINE
- 10' WIDE PUBLIC UTILITY AND OTHER SPECIFIED EXISTING PROPERTY LINES
- CENTER LINE
- FOUND SECTION CORNER
- STREET MONUMENT TO BE SET
- FOUND STREET MONUMENT
- FOUND REAR AND OR CAP PROPERTY MARKER
- FOUND 1/4" PROPERTY MARKER

**NOTES:**

1. GEOTECHNICAL REPORT COMPLETED BY TERRACON CONSULTANTS, INC. PROJECT NO. 01060501 - DATED 04/28/20, SHOWS PROPERTY LINES ARE CORRECT AS SHOWN (UNLESS OTHERWISE NOTED)
2. 10' PUBLIC UTILITY AND OTHER SPECIFIED EXISTING PROPERTY LINES ARE CORRECT AS SHOWN (UNLESS OTHERWISE NOTED)
3. (AND) INDICATED NON-ADJACENT LINE
4. 8'x8' REAR & CAPS TO BE SET AT BACK OF LOT CORNER. 0-4000' SHALL TO BE SET IN TOP OF EACH 4'x4' AND 6'x6' CORNER. IN ACCORDANCE WITH SUBDIVISION MAP ACT AND ORDINANCE. IN ACCORDANCE WITH PROTECTION ZONE, THE HP ZONE REQUIRES COMPLETION OF "HAZARDOUS PROTECTION ZONE" OF THE NORTH OGDEN CITY (NP) WILDLIFE AND NATURAL RESOURCES DEPARTMENT. THE CITY OF NORTH OGDEN CITY OFFICE FOR ADULTS BY INTERESTED PARTIES.
5. IN ACCORDANCE WITH THE TEST RESULTS PERFORMED BY NORTH VIEW AND DISTRICT, HOMES WITH A FIVE-FLOW CALCULATION AND GREATER THAN 1500 GPM SHALL BE REQUIRED TO INSTALL AN UNDER THE SPRAWLER SYSTEM.
6. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL OFF-SITE AND ON-SITE CULINARY, WATER, AND SEWAGE TREATMENT SYSTEMS ARE FUNCTIONAL AND APPROVED BY NORTH OGDEN CITY.

**PREPARED BY:** WASATCH CIVIL Consulting Engineering  
1185 SOUTH BROADWAY, SUITE 205  
OGDEN, UT 84401 (801) 775-8111

**CITY ATTORNEY:** \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY ENGINEER:** \_\_\_\_\_ DATE: \_\_\_\_\_

**PLANNING DIRECTOR:** \_\_\_\_\_ DATE: \_\_\_\_\_

**LAND USE AUTHORITY:** \_\_\_\_\_ DATE: \_\_\_\_\_

**WEST OGDEN CITY APPROVAL:** \_\_\_\_\_ DATE: \_\_\_\_\_

**COUNTY RECORDER:** \_\_\_\_\_ DATE: \_\_\_\_\_

Item 2.

## Exhibit 3

Eric Casperson, PE  
City Engineer[ecasperson@nogden.org](mailto:ecasperson@nogden.org)

PROJECT TITLE:

Northview Estates Subdivision - Phase 8  
North Ogden, Utah

Developer: Valeo Management

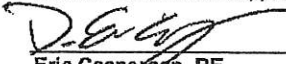
June 6, 2022

ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Grading and Paving</b>						
1	Site Excavation & Grading	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Concrete Curb & Gutter w/ base	0	L.F.	\$ 18.00	\$ 0.00	\$ 0.00
3	4' Wide X 4" Thick Concrete Sidewalk w/ base	6,115	L.F.	\$ 26.00	\$ 158,990.00	\$ 158,990.00
4	Untreated Base Course (9" - 12"Thick)	6,944	Tons	\$ 20.00	\$ 138,880.00	\$ 138,880.00
5	Hot Mix Asphalt (3" Thick)	124,984	S.F.	\$ 1.42	\$ 177,477.28	\$ 177,477.28
6	Seal Coat	13,887	S.Y.	\$ 3.00	\$ 41,661.00	\$ 41,661.00
7	Pedestrian Ramp	3	Each	\$ 1,200.00	\$ 3,600.00	\$ 3,600.00
<b>Total:</b>						<b>\$ 540,608.28</b>
<b>Culinary Water System</b>						
8	8" C 900 DR14 PVC Pipe	0	L.F.	\$ 28.00	\$ 0.00	\$ 0.00
9	10" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
10	12" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
11	Water Service Laterals (Double)	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
12	8" D.I. Gate Valve	0	Each	\$ 1,900.00	\$ 0.00	\$ 0.00
13	10" D.I. Gate Valve	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
14	8" x 8" Tee	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
15	10" x 8" Tee	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
16	14" x 8" Tee	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
16	8" Bend	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
17	10" Bend	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
18	Fire Hydrant Assembly	4	Each	\$ 5,200.00	\$ 20,800.00	\$ 20,800.00
19	Raise and Collar Valve	18	Each	\$ 600.00	\$ 10,800.00	\$ 10,800.00
20	Connect to Existing Waterline	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
21	4" Blowoff	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
22	Temporary Plugs and Testing	0	L.S.	\$ 1,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 31,600.00</b>
<b>Sanitary Sewer System</b>						
23	8" SDR 35 PVC Pipe	0	L.F.	\$ 32.00	\$ 0.00	\$ 0.00
24	Connect to Existing Sewer	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
25	4' Dia. Manhole	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
26	5' Dia. Manhole	0	Each	\$ 4,800.00	\$ 0.00	\$ 0.00
27	4" Dia. Sewer Lateral	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
28	Raise and Collar Manhole Lid	14	Each	\$ 850.00	\$ 11,900.00	\$ 11,900.00
29	8" Plug	0	Each	\$ 300.00	\$ 0.00	\$ 0.00
30	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 11,900.00</b>
<b>Storm Drain Facilities</b>						
31	30" Dia. Concrete Pipe	0	L.F.	\$ 55.00	\$ 0.00	\$ 0.00
32	24" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
33	21" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
34	18" Dia. Concrete Pipe	0	L.F.	\$ 35.00	\$ 0.00	\$ 0.00
35	15" Dia. Concrete Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
36	3'x2.5' Catch Basin	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
37	3'x3' Catch Basin	0	Each	\$ 2,500.00	\$ 0.00	\$ 0.00
38	4'x2.5' Catch Basin	0	Each	\$ 2,800.00	\$ 0.00	\$ 0.00
39	4'x3' Catch Basin	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
40	4'x4' Catch Basin	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
41	4'x5' Catch Basin	0	Each	\$ 4,000.00	\$ 0.00	\$ 0.00
42	Combo Box	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

43	5' Dia. Manhole	0	Each	\$ 4,500.00	\$ 0.00	\$ 0.00
44	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 5,000.00</b>
<b>Land Drain System</b>						
45	8" PVC Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
46	4' Dia. Manhole	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
47	Raise and Collar Manhole Lid	3	Each	\$ 850.00	\$ 2,550.00	\$ 2,550.00
48	Connect to Existing Land Drain	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
49	Clean and Video Inspect	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 2,550.00</b>
<b>Misc., Lighting, Street Sign and Monument</b>						
50	Street Signs	5	Each	\$ 300.00	\$ 1,500.00	\$ 1,500.00
51	Street Lights	5	Each	\$ 5,500.00	\$ 27,500.00	\$ 27,500.00
52	Street Survey Monuments	6	Each	\$ 800.00	\$ 4,800.00	\$ 4,800.00
53	SWPPP	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>Total:</b>						<b>\$ 43,800.00</b>
<b>Sub-total</b>					<b>\$ 635,458.28</b>	<b>\$ 635,458.28</b>
<b>10% Guarantee</b>					<b>\$ 63,545.83</b>	<b>\$ 63,545.83</b>
<b>TOTAL</b>					<b>\$ 699,004.11</b>	<b>\$ 699,004.11</b>

Escrow Cost Estimate Approval

  
Eric Casperson, PE  
City Engineer

6/9/2012  
Date



\*W3243740\*

## DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 15 day of June, 2022, **Valeo Management Corporation**, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and **NORTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Northview Estates Subdivision, Phase 8**. The Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **May 24, 2021**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "1" (the "Notice of Decision"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.

2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including laterals to property line of each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including laterals to each property line of lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs with numbers.
- J. Screening when required.
- K. Chip and seal coat on new streets.
- L. Monuments.
- M. Fencing.
- N. Pressure irrigation, including laterals to each property line of lot.
- O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision shall be final and conclusive. For convenience a plat map is attached as Exhibit "2".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for **Northview Estates Subdivision, Phase 8**, and agrees to hold **\$699,004.11** (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "3". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the

one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.


5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Northview Estates Subdivision, Phase 8**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 15<sup>th</sup> of June, 2022.

Valeo Management  
Company Name

  
Signature, Manager (with Notary on next page)

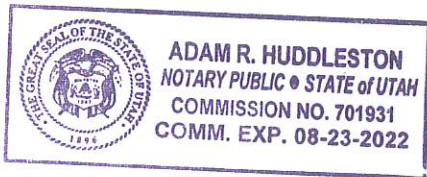
ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }

§

County of WEBER }

On this 15 day of JUNE, 2022, personally appeared before me, Carol Saterthwaite, proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.




[Signature]  
Notary Public

WEBER  
Residing at:

My Commission Expires:

8-23-22

NORTH OGDEN CITY CORPORATION

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder





**NOTICE OF DECISION**

May 24, 2021

Cecil Satterthwaite  
Valeo Management  
P.O. Box 832  
Eden, Utah, 84310

Re: Preliminary Plat Approval for Northview Estates Subdivision – Phase 8

The North Ogden City Planning Commission met on March 3rd, 2021 and made a motion to grant preliminary approval of the Northview Estates Subdivision, Phase 8, subject to the conditions listed in the Staff Report, which are as follows:

- Requirements of the North Ogden City Engineer's Report must be met prior to final plat approval (except where superceded in this report).
- Requirements of the Technical Review Committee Letter (except where it may be superceded in this report).
- A 1' sidewalk pedestrian easement on the south side of the right-of way, needs to be required to be added to the plat, in connection with the 5' sidewalk on the south side, noted on the plat, as has been required in prior subdivisions.
- The City Council will determine the final design for Mountain Road. Any requirements relating to the final design of Mountain Road, will need to be spelled out in the escrow agreement for the property.

Please add the 1' sidewalk pedestrian easement to the plat prior to submitting it for signatures to the City. I have attached copies of the Engineer's Report and the Technical Review Committee Meeting Letter in the same email this letter is being sent in, so that you have copies of the additional conditions of approval listed in those documents.

If you have any questions regarding this application, please contact the Planning Department at (801) 782-7211.

Regards,

Brandon Bell

Associate Planner



# Exhibit 3

Eric Casperson, PE  
 City Engineer  
[ecasperson@hogden.org](mailto:ecasperson@hogden.org)



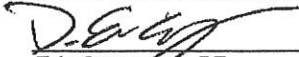
PROJECT TITLE:  
 Northview Estates Subdivision - Phase 8  
 North Ogden, Utah

Developer: Valeo Management  
 June 6, 2022  
 ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Grading and Paving</b>						
1	Site Excavation & Grading	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Concrete Curb & Gutter w/ base	0	L.F.	\$ 18.00	\$ 0.00	\$ 0.00
3	4' Wide X 4" Thick Concrete Sidewalk w/ base	6,115	L.F.	\$ 26.00	\$ 158,990.00	\$ 158,990.00
4	Untreated Base Course (9" - 12"Thick)	6,944	Tons	\$ 20.00	\$ 138,880.00	\$ 138,880.00
5	Hot Mix Asphalt (3" Thick)	124,984	S.F.	\$ 1.42	\$ 177,477.28	\$ 177,477.28
6	Seal Coat	13,887	S.Y.	\$ 3.00	\$ 41,661.00	\$ 41,661.00
7	Pedestrian Ramp	3	Each	\$ 1,200.00	\$ 3,600.00	\$ 3,600.00
<b>Total:</b>						<b>\$ 540,608.28</b>
<b>Culinary Water System</b>						
8	8" C 900 DR14 PVC Pipe	0	L.F.	\$ 28.00	\$ 0.00	\$ 0.00
9	10" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
10	12" C 900 DR14 PVC Pipe	0	L.F.	\$ 36.00	\$ 0.00	\$ 0.00
11	Water Service Laterals (Double)	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
12	8" D.I. Gate Valve	0	Each	\$ 1,900.00	\$ 0.00	\$ 0.00
13	10" D.I. Gate Valve	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
14	8" x 8" Tee	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
15	10" x 8" Tee	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
16	14" x 8" Tee	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
16	8" Bend	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
17	10" Bend	0	Each	\$ 900.00	\$ 0.00	\$ 0.00
18	Fire Hydrant Assembly	4	Each	\$ 5,200.00	\$ 20,800.00	\$ 20,800.00
19	Raise and Collar Valve	18	Each	\$ 600.00	\$ 10,800.00	\$ 10,800.00
20	Connect to Existing Waterline	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
21	4" Blowoff	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
22	Temporary Plugs and Testing	0	L.S.	\$ 1,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 31,600.00</b>
<b>Sanitary Sewer System</b>						
23	8" SDR 35 PVC Pipe	0	L.F.	\$ 32.00	\$ 0.00	\$ 0.00
24	Connect to Existing Sewer	0	Each	\$ 1,200.00	\$ 0.00	\$ 0.00
25	4' Dia. Manhole	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
26	5' Dia. Manhole	0	Each	\$ 4,800.00	\$ 0.00	\$ 0.00
27	4" Dia. Sewer Lateral	0	Each	\$ 1,100.00	\$ 0.00	\$ 0.00
28	Raise and Collar Manhole Lid	14	Each	\$ 850.00	\$ 11,900.00	\$ 11,900.00
29	8" Plug	0	Each	\$ 300.00	\$ 0.00	\$ 0.00
30	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 11,900.00</b>
<b>Storm Drain Facilities</b>						
31	30" Dia. Concrete Pipe	0	L.F.	\$ 55.00	\$ 0.00	\$ 0.00
32	24" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
33	21" Dia. Concrete Pipe	0	L.F.	\$ 40.00	\$ 0.00	\$ 0.00
34	18" Dia. Concrete Pipe	0	L.F.	\$ 35.00	\$ 0.00	\$ 0.00
35	15" Dia. Concrete Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
36	3'x2.5' Catch Basin	0	Each	\$ 2,200.00	\$ 0.00	\$ 0.00
37	3'x3' Catch Basin	0	Each	\$ 2,500.00	\$ 0.00	\$ 0.00
38	4'x2.5' Catch Basin	0	Each	\$ 2,800.00	\$ 0.00	\$ 0.00
39	4'x3' Catch Basin	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
40	4'x4' Catch Basin	0	Each	\$ 3,500.00	\$ 0.00	\$ 0.00
41	4'x5' Catch Basin	0	Each	\$ 4,000.00	\$ 0.00	\$ 0.00
42	Combo Box	1	Each	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

43	5' Dia. Manhole	0	Each	\$ 4,500.00	\$ 0.00	\$ 0.00
44	Clean and Video Inspect	0	L.S.	\$ 4,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 5,000.00</b>
<b>Land Drain System</b>						
45	8" PVC Pipe	0	L.F.	\$ 30.00	\$ 0.00	\$ 0.00
46	4' Dia. Manhole	0	Each	\$ 3,000.00	\$ 0.00	\$ 0.00
47	Raise and Collar Manhole Lid	3	Each	\$ 850.00	\$ 2,550.00	\$ 2,550.00
48	Connect to Existing Land Drain	0	Each	\$ 800.00	\$ 0.00	\$ 0.00
49	Clean and Video Inspect	0	Each	\$ 1,500.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 2,550.00</b>
<b>Misc., Lighting, Street Sign and Monument</b>						
50	Street Signs	5	Each	\$ 300.00	\$ 1,500.00	\$ 1,500.00
51	Street Lights	5	Each	\$ 5,500.00	\$ 27,500.00	\$ 27,500.00
52	Street Survey Monuments	6	Each	\$ 800.00	\$ 4,800.00	\$ 4,800.00
53	SWPPP	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>Total:</b>						<b>\$ 43,800.00</b>
<b>Sub-total</b>					<b>\$ 635,458.28</b>	<b>\$ 635,458.28</b>
<b>10% Guarantee</b>					<b>\$ 63,545.83</b>	<b>\$ 63,545.83</b>
<b>TOTAL</b>					<b>\$ 699,004.11</b>	<b>\$ 699,004.11</b>

Escrow Cost Estimate Approval



Eric Casperson, PE  
City Engineer

6/9/2012

Date



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## NORTH OGDEN CITY STAFF REPORT

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**TO: NORTH OGDEN CITY COUNCIL**

**FROM: DYLAN HILL**

**PUBLIC WORKS INSPECTOR**

**DATE: 04-03-24**

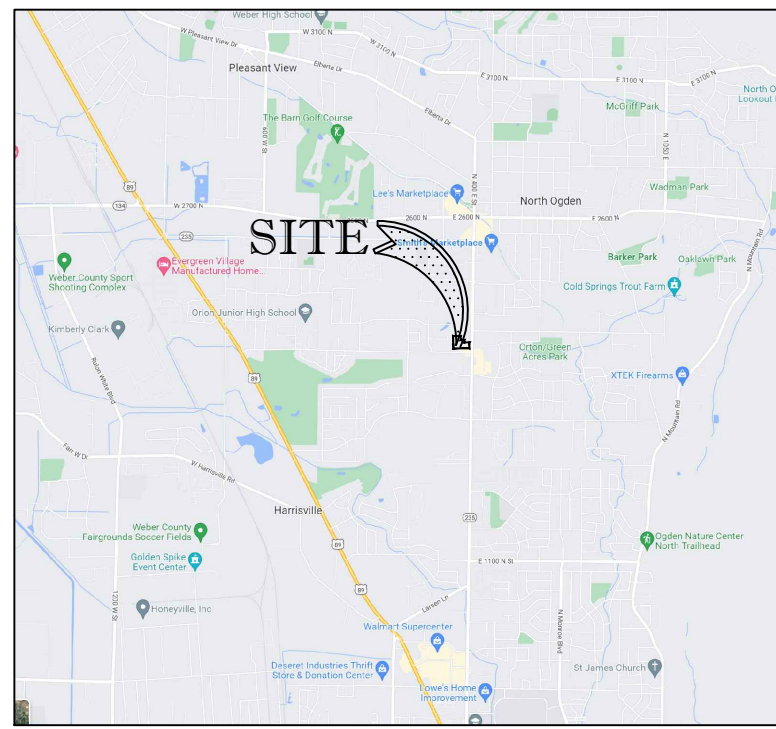
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BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON MAJESTIC VIEW SUBDIVISION AND IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$565,068.35 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$74,074.85. A REQUEST TO RELEASE ALL REMAINING FUNDS HAS BEEN PROVIDED TO THE ESCROW AGENT ASSIGNED TO THIS SUBDIVISION. UPON CITY COUNCIL APPROVAL, NORTH OGDEN CITY WILL TAKE OVER ALL RESPONSIBILITY FOR THE INFRASTRUCTURE AND ROADWAY.

### VICINITY MAP

NOT TO SCALE



# MAJESTIC VIEW TOWNHOMES SUBDIVISION 1ST AMENDMENT

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN NORTH OGDEN CITY, WEBER COUNTY, UTAH

FOUND BRASS CAP MONUMENT  
NORTHEAST CORNER, SECTION 32,  
TOWNSHIP 7 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN

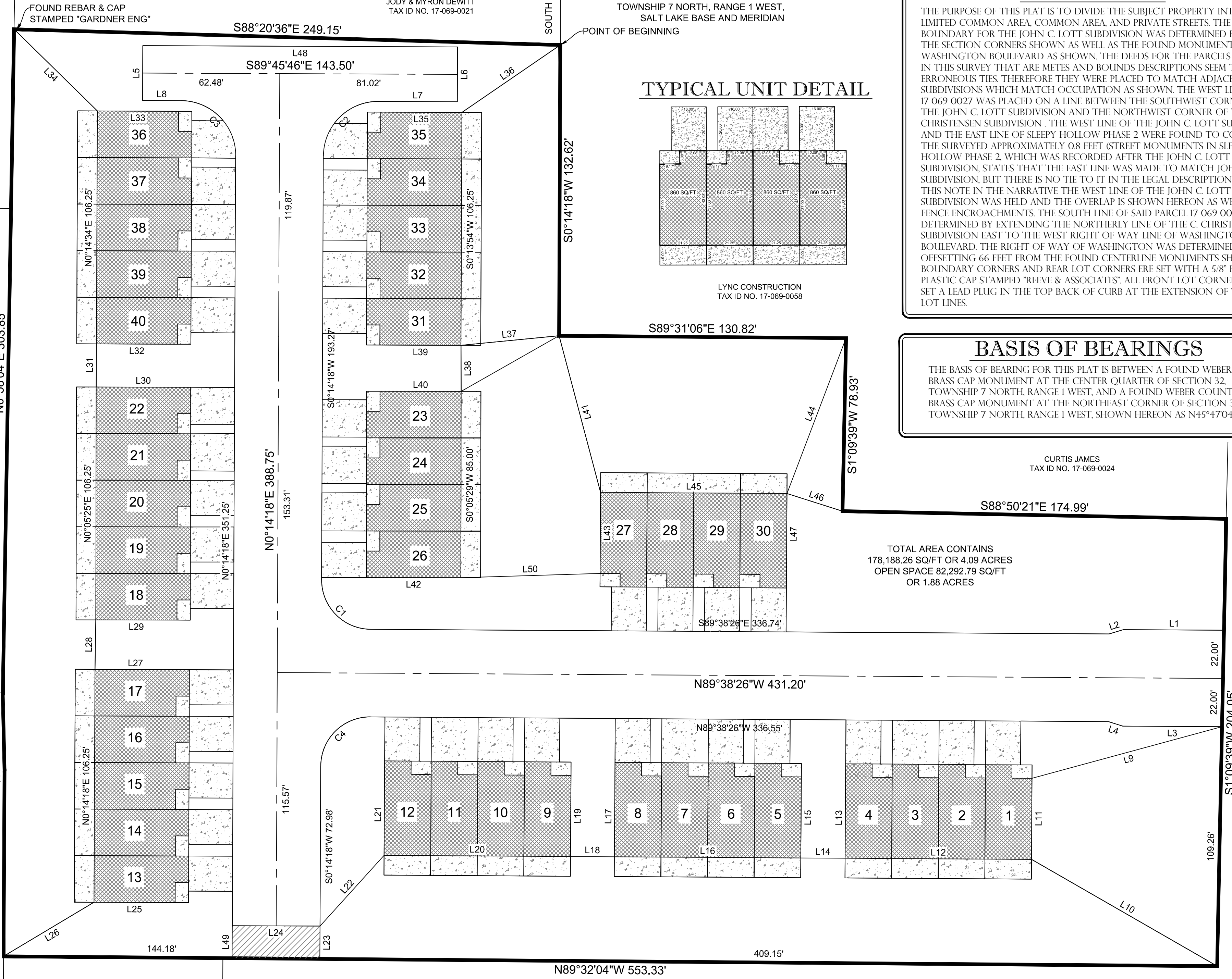
FOUND BRASS CAP MONUMENT  
CENTER OF SECTION 32,  
TOWNSHIP 7 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN

WEST 953.38'

FOUND BRASS CAP MONUMENT  
EAST QUARTER CORNER, SECTION 32,  
TOWNSHIP 7 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN

Curve #	Length	Radius	Delta	Chord
C1	35.30	22.50	89°52'44"	S44°42'04"E 31.79'
C2	39.27	25.00	89°59'56"	S45°14'16"W 35.36'
C3	39.27	25.00	90°00'04"	N44°45'44"W 35.36'
C4	35.39	22.50	90°07'16"	S45°17'56"W 31.85'

Line #	Bearing	Distance
L1	S89°38'20"E	45.88'
L2	N73°12'25"E	6.78'
L3	N89°38'20"W	45.27'
L4	N72°29'17"W	6.78'
L5	N0°14'14"E	25.00'
L6	S0°14'14"W	25.00'
L7	N89°49'40"W	36.02'
L8	N89°49'40"W	17.48'
L9	N74°47'52"E	89.77'
L10	S60°05'14"E	97.65'
L11	N0°21'34"E	37.00'
L12	S89°38'20"E	85.00'
L13	N0°21'34"E	37.00'
L14	S89°38'20"E	20.17'
L15	N0°21'34"E	37.00'
L16	S89°38'20"E	85.00'
L17	N0°21'34"E	37.00'
L18	S89°38'20"E	20.02'
L19	N0°21'34"E	37.00'
L20	S89°38'20"E	85.00'
L21	N0°21'34"E	37.00'
L22	N42°07'47"E	43.50'
L23	S0°27'56"W	14.96'
L24	N89°45'42"W	40.00'
L25	S89°45'42"E	37.00'



### TYPICAL UNIT DETAIL



**GENERAL NOTES**

- THE HOA SHALL BE RESPONSIBLE FOR THE COST OF CLOSING ACCESS ONTO WASHINGTON BOULEVARD SHOULD SAID ACCESS BE CLOSED.
- THE CROSS ACCESS EASEMENTS SHOWN HEREON SHALL BE FOR PRIVATE ROADS ON ADJACENT PROPERTIES AND ALL COSTS ASSOCIATED WITH EXTENDING IMPROVEMENTS FOR THESE ACCESS POINTS SHALL BE BORNE BY THE DEVELOPER OF SUCH FUTURE DEVELOPMENTS ON THESE ADJACENT LANDS OR AS AGREED UPON BY THE HOA OF THIS DEVELOPMENT.
- ALL UNIT TIES ARE PERPENDICULAR UNLESS NOTED OTHERWISE.
- ALL AREAS NOT LABELED AS UNITS, LIMITED COMMON OR PRIVATE ROAD ARE TO BE CONSIDERED COMMON AREA.
- ALL COMMON AREAS TO BE CONSIDERED PUBLIC UTILITY EASEMENTS.
- THE HOME OWNERS ASSOCIATION IS TO PAY FOR THE IMPROVEMENT COSTS TO REMOVE THE ACCESS FROM WASHINGTON BOULEVARD AT A TIME UDOT REVOKES ACCESS TO WASHINGTON BOULEVARD.

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE SUBJECT PROPERTY INTO UNITS, LIMITED COMMON AREA, COMMON AREA, AND PRIVATE STREETS. THE BOUNDARY FOR THE JOHN C. LOTT SUBDIVISION WAS DETERMINED BY USING THE SECTION CORNERS SHOWN, AS WELL AS THE FOUND MONUMENTS IN WASHINGTON BOULEVARD AS SHOWN. THE DEEDS FOR THE PARCELS INCLUSIVE IN THIS SURVEY THAT ARE METES AND BOUNDS DESCRIPTIONS SEEM TO HAVE ERRONEOUS TIES, THEREFORE THEY WERE PLACED TO MATCH ADJACENT SUBDIVISIONS WHICH MATCH OCCUPATION AS SHOWN. THE WEST LINE PARCEL 17-069-0027 WAS PLACED ON A LINE BETWEEN THE SOUTHWEST CORNER OF THE JOHN C. LOTT SUBDIVISION AND THE NORTHWEST CORNER OF THE C. CHRISTENSEN SUBDIVISION. THE WEST LINE OF THE JOHN C. LOTT SUBDIVISION AND THE EAST LINE OF SLEEPY HOLLOW PHASE 2 WERE FOUND TO CONFIRM THE SURVEYED APPROXIMATELY 08 FEET STREET MONUMENTS IN SLEEPY HOLLOW PHASE 2 WHICH WAS RECORDED AFTER THE JOHN C. LOTT SUBDIVISION. STATES THAT THE EAST LINE WAS MADE TO MATCH JOHN C. LOTT SUBDIVISION, BUT THERE IS NO TIE TO IT IN THE LEGAL DESCRIPTION. BECAUSE THIS NOTE IN THE NARRATIVE THE WEST LINE OF THE JOHN C. LOTT SUBDIVISION WAS HELD AND THE OVERLAP IS SHOWN HEREON, AS WELL AS FENCE ENCROACHMENTS, THE SOUTH LINE OF SAID PARCEL 17-069-0027 WAS DETERMINED BY EXTENDING THE NORTHERLY LINE OF THE C. CHRISTENSEN SUBDIVISION EAST TO THE WEST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD. THE RIGHT OF WAY OF WASHINGTON WAS DETERMINED BY OFFSETTING 66 FEET FROM THE FOUND CENTERLINE MONUMENTS SHOWN. ALL BOUNDARY CORNERS AND REAR LOT CORNERS ARE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED 'RIVE & ASSOCIATES'. ALL FRONT LOT CORNERS WERE SET A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

**BASIS OF BEARINGS**

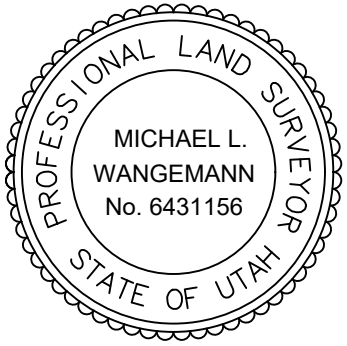
THE BASIS OF BEARING FOR THIS PLAT IS BETWEEN A FOUND WEBER BRASS CAP MONUMENT AT THE CENTER QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, AND A FOUND WEBER COUNTY BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SHOWN HEREON AS N45°47'04"E.

CURTIS JAMES  
TAX ID NO. 17-069-0024

TOTAL AREA CONTAINS  
178,188.26 SQ/FT OR 4.09 ACRES  
OPEN SPACE 82,292.79 SQ/FT  
OR 1.88 ACRES

### SURVEYOR'S CERTIFICATE

I, MICHAEL L. WANGEMANN, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 6431156 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE, THIS IS TO CERTIFY THE SURVEY AND SUBDIVISION PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF \_\_\_\_\_, 2022. THAT THE PLAT IS CORRECT AND ACCURATE, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND LOT CORNERS HAVE BEEN PERMANENTLY SET



Michael L. Wangemann, PLS  
Date of Plat or Map: August 22, 2022  
PLS# 6431156-2201

### LEGAL DESCRIPTION

A PORTION OF LAND THAT IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT THAT IS WEST 953.38 FEET AND SOUTH 1143.40 FEET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°14'18" WEST 132.62 FEET; THENCE SOUTH 89°31'06" EAST 130.82 FEET; THENCE SOUTH 01°09'39" WEST 78.93 FEET; THENCE SOUTH 88°50'21" EAST 174.99 FEET TO THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD; THENCE SOUTH 01°09'39" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 204.05 FEET; THENCE NORTH 89°32'04" WEST 553.33 FEET; THENCE NORTH 00°17'38" EAST 84.62 FEET; THENCE NORTH 01°18'52" WEST 34.48 FEET; THENCE NORTH 00°58'04" EAST 303.85 FEET; THENCE SOUTH 88°20'36" EAST 249.15 FEET TO THE POINT OF BEGINNING.  
CONTAINS 178,188.26 SQ/FT OR 4.09 ACRES

### OWNERS DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO UNITS (PRIVATE AREA), LIMITED COMMON AREA, OPEN SPACE (COMMON AREA), AND PRIVATE RIGHT-OF-WAYS, AS SHOWN ON THIS PLAT AND NAME SAID TRACT  
**MAJESTIC VIEW TOWNHOMES SUBDIVISION.**  
AND DO HEREBY DEDICATE TO NORTH OGDEN CITY AN EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, TRAIL, PEDESTRIANS, OR SEWER FACILITIES, WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS, AND DO HEREBY DEDICATE ALL ROADS WITHIN THE SUBJECT PROPERTY AS PRIVATE RIGHT-OF-WAY, TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION AND DO HEREBY DEDICATE ALL AREAS REFERRED TO AS COMMON AREA, OPEN SPACE, AND PRIVATE ROADS ARE TO BE CONSIDERED PUBLIC UTILITY EASEMENT UNLESS NOTED OTHERWISE, AND ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION, FOR THE USE AND OPERATION OF PUBLIC UTILITY SERVICE LINES.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ITS: \_\_\_\_\_

### ACKNOWLEDGEMENT

COUNTY OF WEBER COUNTY }  
STATE OF UTAH }  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED, \_\_\_\_\_ PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGES THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

NOTARY PUBLIC: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

### WEBERCOUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_ AM/PM  
IN BOOK \_\_\_\_ AT PAGE \_\_\_\_  
COUNTY RECORDER \_\_\_\_\_  
BY: \_\_\_\_\_ DEPUTY

**LEGEND**

- Section Monument
- Property Corner
- Witness Monument
- Break Line
- Property Line
- Section Line
- Center Line
- Easement Line
- Cross-Access Easement (See Note)
- Unit (Private Area)
- Limited Common Area

**ASSURANCE STATEMENT**

ASSURANCE IN THE FORM OF A \_\_\_\_\_ ISSUED FROM \_\_\_\_\_ IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN DEPOSITED WITH THE CITY ENGINEER TO GUARANTEE THE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

SIGNATURE: \_\_\_\_\_

**UTAH LAND SURVEYING, LLC**  
A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

1359 FAIRWAY CIR  
FARMINGTON, UT 84025  
PHONE 801.725.8395  
mikew@utahlandsurveying.com  
www.utahlandsurveying.com

**CITY ATTORNEY'S OFFICE**

I CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE BY THE STATE OF UTAH AND THE ORDINANCES OF NORTH OGDEN CITY OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NORTH OGDEN CITY ATTORNEY

**NORTH OGDEN CITY APPROVALS**

THIS PLAT WAS APPROVED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
PLANNING DIRECTOR

**LAND USE AUTHORITY**

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT ALONG WITH THE DEDICATION OF ALL EASEMENTS WERE DULY APPROVED AND ACCEPTED BY LAND USE AUTHORITY OF NORTH OGDEN CITY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_

## RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated 8 of JANUARY, 2018, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **Majestic View Subdivision** and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.

3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

## AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. **Wells Fargo Bank** is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

2. Deposits in Escrow. The Subdivider shall deposit with Escrow Agent the sum of **\$565,068.35** representing 110% of the entire cost of all improvements enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto, marked Exhibit B and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.

3. Application of Escrow Funds. It is agreed by all parties to this agreement that the sum of money indicated in paragraph 2 of this agreement shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the City Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon the City stationary and will bear the City's corporate seal indicating review and approval by the City.

4. Retention of Escrow Funds. A sum equal to 10% of the escrowed amount or **\$51,369.85** shall remain with the Escrow Agent for a period of one year after conditional acceptance by the City, pursuant to the terms of Exhibit A.

5. Application and Return of 10% Security. All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect



or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompleteness. The Escrow Agent, upon receiving reasonable proof from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.

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

NORTH OGDEN CITY, a  
Municipal Corporation,  
State of Utah



Attest:

S. Annette Spendlove

City Recorder

By: Cheryl Stoker  
Mayor pro temp

Joel Prince JOEL PRINCE  
By: Harold Thompson  
Subdivider

Wells Fargo Bank  
By: Jordan Wilson  
Escrow Agent

Print name Jordan Wilson  
Fax # 801-399-4619  
Phone # 801-399-9881

Approved as to Form:

[Signature]  
North Ogden City Attorney

State of Utah }

§

County of Weber }

On this 8 day of January, <sup>2019</sup> ~~2018~~, personally appeared before me, Joel Prince, Jared Thompson, Jordan Wilson, proved to me

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.



Tara Dixon

Notary Public



\*W2962354\*

### DEVELOPER’S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 14 of December, 2018, between **JRT Homes**, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and **NORTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Majestic View Subdivision**. Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **August 8, 2018**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit “A” (the “Commission Action”). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.

2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including laterals to property line of each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including laterals to each property line of lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs with numbers.
- J. Screening when required.
- K. Chip and seal coat on new streets.
- L. Monuments.
- M. Fencing.
- N. Pressure irrigation, including laterals to each property line of lot.
- O. 10% Contingency Fund.

E# 2962354 PG 1 OF 23  
LEANN H KILTS, WEBER COUNTY RECORDER  
23-JAN-19 1023 AM FEE \$4.00 DEP TN  
REC FOR# NORTH OGDEN CITY

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision

shall be final and conclusive. For convenience a plat map is attached as Exhibit "B".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for **Majestic View Subdivision**, and agrees to hold **\$565,068.35** (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "C". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the

standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.


5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City, or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Majestic View Subdivision**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 14 Dec, 2018.

SKY MOUNTAIN APASS  
Company Name

  
Signature, Manager OWNER

 OWNER

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }  
§  
County of Weber }

On this 14 day of December, 2018, personally appeared before me, Joel Prince & Jared Thompson, proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.



Lynne Bexell  
Notary Public

Weber County  
Residing at:

My Commission Expires:  
8/16/22

NORTH OGDEN CITY CORPORATION



ATTEST

S. Annette Spendlove  
City Recorder

Cheryl Stokes  
Mayor



## Revize Custom Design Web Services Sales Agreement

This Sales Agreement is between North Ogden, Utah (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 04-09-2024

<b>CLIENT INFORMATION:</b>	<b>REVIZE LLC:</b>
Client Name: <u>North Ogden, Utah</u>	Revize Software Systems
Client Address: <u>505 E 2600 N</u>	150 Kirts Blvd., Suite B
Client Address 2: _____	Troy, MI 48084
Client City/State/Zip: <u>North Ogden, UT 84414</u>	248-269-9263
Contact Name: <u>Rian Santoro – City Recorder</u>	Client Website Address:
<u>rsantoro@nogden.org</u>	<u>www.northogdencity.com</u>
<u>801-737-9830</u>	
Billing Dept. Contact: <u>Jamie Jones – Finance Director</u>	
<u>jjones@nogden.org</u>	
<u>801-782-7211</u>	

**The CLIENT agrees to purchase the following products and services provided by REVIZE:**

Phase 1: Project Planning and Analysis, SOW	\$750
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens.	\$1,025
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications. You also receive all updates to all CMS modules for the life of your Revize relationship. <b>You own the technology, design and content!</b>	\$4,160
Phase 5 & 6: Quality Assurance, Accessibility and Custom Development	\$950
Phase 7: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 1,145 webpages ( <b>approximate amount on your website today</b> ). To help remove stale content, Revize will not be moving over old announcements, events or calendar items. Additional content migration, if requested, is available for \$3 per webpage and document	\$2,300
Phase 8: Content editing and site administration training via web conference (one day session up to 8 hours)	\$750
Go live!	Included
<b>Additional Applications Included:</b>	
<b>Agenda Management Application</b>	\$2,000
<b>Website Intranet Development</b>	\$1,500
<b>Custom Website Design Subtotal</b>	<b>\$13,435</b>
<b>Revize Annual Maintenance Fee (1<sup>st</sup> Year Pre-Paid During Design)</b>	<b>\$5,850/yr</b>
Includes Unlimited Tech Support, CMS software updates (for 5 users), security software updates, <b>Agenda Management Application, Intranet Hosting</b> , SSL security certificates and website health checks. Website hosting Included free of charge (15 GB Storage, 100GB monthly bandwidth limit):	

**Grand Total (1<sup>st</sup> Year)**      **\$19,285**  
**5-Year Agreement**

**Terms:**

1. Five-year agreement. Revize will provide a free redesign beginning in year 5 after 4 completed years of service.
2. Payments: All Invoices are due according to the due date on forthcoming invoice. All sent invoices will be due on a net 30 business day billing cycle.
3. Revize requires payments to be made according to the payment schedule listed on agreement.
4. Additional content migration, if requested, is available for \$3 per web page or document.
5. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
6. This agreement is the only legal document governing this sale & the proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Revize requires a 3-month written termination notice in advance before the next contract renewal date. If client cancels this sales agreement without cause before contract expiration, client will be required to pay remaining balance of agreement to the contract end date.
8. Agreement will automatically renew annually after initial contract term has completed unless either party gives notice of cancellation.
9. Both parties must agree in writing to any changes or additions to this Sales Agreement.
10. The CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
  - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
  - b. During the project, the CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
  - c. The CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
11. The CLIENT owns the design, content, and will receive software updates to the CMS for the life of the contract.
12. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout. Video/Audio files are not permitted to be uploaded to web server directly; Revize offers streaming video server at additional cost.
13. Revize expects to complete phase 7 (training) of this project within 21-27 weeks from the date of the project kickoff meeting. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. The CLIENT's decision to delay go-live for any reason, unrelated to a functional defect making the site inoperable, does not constitute breach of contract on the part of Revize. The CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. The CLIENT further understands that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize.

**Revize Website Project & Services Payment Plan**  
**Option 1**

Payment Amount	Due Date	Payment Includes
\$ 8,537	4/24/2024	20% of Project Cost + Year 1 Annual Hosting & Maintenance
\$ 8,537	4/24/2025	20% of Project Cost + Year 2 Annual Hosting & Maintenance
\$ 8,537	4/24/2026	20% of Project Cost + Year 3 Annual Hosting & Maintenance
\$ 8,537	4/24/2027	20% of Project Cost + Year 4 Annual Hosting & Maintenance
\$ 8,537	4/24/2028	20% of Project Cost + Year 5 Annual Hosting & Maintenance <b>(Free Re-Design!)</b>

**AGREED TO BY:**

**CLIENT**

**REVIZE**

*Signature of Authorized Person:*

*Name of Authorized Person:*

*Title of Authorized Person*

*Date:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Shawn C. Stewart*

*Account Manager*

\_\_\_\_\_

Please sign and return full sales agreement to: shawn@revize.com Fax 1-866-346-8880

**ADA Compliance Disclaimer:**

**Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1 AA Level**

**Revize Website Project & Services Payment Plan**  
**Option 2**

Payment Amount	Due Date	Payment Includes
\$ 6,428.33	4/24/2024	33% of Project Cost + 33% of Year 1 Annual Hosting & Maintenance
\$ 6,428.33	TBD: Upon completion of Phase 2: Discovery and Design	33% of Project Cost + 33% of Year 1 Annual Hosting & Maintenance
\$ 6,428.33	TBD: Upon completion of Phase 7: Content Editor Training after website completion	Remaining 33% of Project Cost + Remaining 33% of Year 1 Annual Hosting & Maintenance
\$ 5,850	4/24/2025	Year 2 Annual Hosting & Maintenance
\$ 5,850	4/24/2026	Year 3 Annual Hosting & Maintenance
\$ 5,850	4/24/2027	Year 4 Annual Hosting & Maintenance
\$ 5,850	4/24/2028	Year 5 Annual Hosting & Maintenance <b>Free Re-Design!</b>

**AGREED TO BY:**

**CLIENT**

**REVIZE**

*Signature of Authorized Person:*

*Name of Authorized Person:*

*Title of Authorized Person*

*Date:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Shawn C. Stewart*  
*Account Manager*  
\_\_\_\_\_

Please sign and return full sales agreement to: shawn@revize.com Fax 1-866-346-8880

**ADA Compliance Disclaimer:**

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**Revize Website Project & Services Payment Plan**  
**Option 3**

Payment Amount	Due Date	Payment Includes
\$ 19,285	4/24/2024	Project Cost + Year 1 Annual Hosting & Maintenance
\$ 5,850	4/24/2025	Year 2 Annual Hosting & Maintenance
\$ 5,850	4/24/2026	Year 3 Annual Hosting & Maintenance
\$ 5,850	4/24/2027	Year 4 Annual Hosting & Maintenance
\$ 5,850	4/24/2028	Year 5 Annual Hosting & Maintenance <b>Free Re-Design!</b>

**AGREED TO BY:**

**CLIENT**

**REVIZE**

*Signature of Authorized Person:*

*Name of Authorized Person:*

*Title of Authorized Person*

*Date:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Shawn C. Stewart*  
*Account Manager*  
\_\_\_\_\_

Please sign and return full sales agreement to: **shawn@revize.com** Fax 1-866-346-8880

**ADA Compliance Disclaimer:**

**Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1 AA Level**

## Custom Design Website Features Included

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. The applications and features are grouped into five categories:

### VISITOR'S COMMUNICATION CENTER APPS

- Home Page Alert
- Document Center with keyword search
- Staff/Listing Directory with keyword search
- FAQs with keyword search
- Job Posting with keyword search
- RFP/RFP Bid Posting
- **Agenda Management Application**
- News Center with Facebook/Twitter/etc. Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator - over 95 languages

### VISITOR'S ENGAGEMENT CENTER APPS:

- Request Center Form with Captcha
- RSS Feed
- Online Bill Pay via Third Party Provider (if required)

### MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ADA Compliant WCAG 2.1AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) - for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

### STAFF PRODUCTIVITY APPS

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- CMS Web Form Builder with drag & drop text fields
- Website Content Archiving
- Website Content Scheduling
- **Employee Intranet with Password Protection**

### SITE ADMIN & SECURITY APPS

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analysis with Google Analytics

## Service Level Agreement

### Revize Maximum Response Times via Severity Level

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

### Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

### Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual



Staff Report to the North Ogden City Council

**SYNOPSIS**

Description: Weber Area Council of Government has approved a transportation project to widen 450 East to 3100 North. To complete the process the city needs to approve this agreement and then send it to the county commission for approval.

Date: 4/4/24

**STAFF INFORMATION**

Jon Call  
[jcall@nogden.org](mailto:jcall@nogden.org)  
801-737-9846

**QUESTION FOR COUNCIL**

Is the Council willing to accept the proposed funding for the 450 widening project

**DISCUSSION**

The attached agreement shows the project costs and funding sources for the 450 E. widening project to 3100 N. The total project cost is expected to be \$6,720,000 dollars with \$4,028,000 coming from WACOG and the remaining coming from the City by way of impact fees, capital improvement funds, and property sales.

**STAFF RECOMMENDATION**

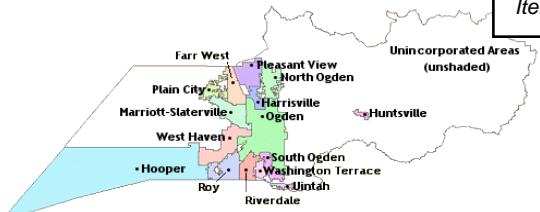
Council should review the agreement and proposed changes to see if they are satisfied with the terms of the money coming to North Ogden City through the county wide taxes currently imposed for transportation projects.



# WACOG

Weber Area Council of Governments

Item 8.



**(2023) - Program Year 2025/2026**

APPLICATION INFORMATION - *Notice: Due Monday, July 10, 2023*

**Project Sponsor:** North Ogden City Corporation

**Contact Person:** S. Neal Berube      **Title:** Mayor

**Address:** 505 East 2600 North, North Ogden, UT      **ZIP:** 84414

**Phone:** 801-782-7211      **Mobile:**

**Email:** nberube@nogden.org

*Weber County Council of Government Funding Application*

**Note:** Signatures confirm the commitment of the Applicant to follow the Guidelines established by Weber County. The Applicant is responsible for the maintenance and upkeep of the project during implementation and after project completion.

Your signature below certifies that the information contained in this application is true and correct and indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

**Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**PROJECT INFORMATION**

**Project Name:** 450 East/400 East Widening - Phase II

**Project Location:** North Ogden City

*(A location map with aerial view must be attached)*

<b>Facility Length:</b> 0.5	<b>Jurisdiction</b>	State Owned	No	Locally Owned	Yes	Multiple <small>(List Other Agencies)</small>
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**Brief Project Description:**

To widen the existing roadway from one lane of travel in each direction to two lanes of travel in each direction with a center turn median. This is a major collector street in North Ogden City that receives and distributes traffic from other collector/arterial roads and does not currently provide the level of service necessary.

*(Attach conceptual plans if available):*

**Have any public information or community meetings been held?**  **Yes / No**

**Describe public and private support for the project.**

*(Examples: petitions, written endorsements, resolutions, etc.):*

\_\_\_\_\_

**Project Description**

Does this project address - **New Capacity**  **Yes** / **No** **Congestion Mitigation**  **Yes** / **No**

**Project Improvement Type**  **Existing Number of Lanes**  **Proposed Number of Lanes**

**Project Termini-** **Begin:**

**End:**

**Functional Classification - Link**  **Is the Project on the RTP highway or Transit Network?**  **Regional Transportation Plan - Link**

**Summarize any special characteristics of this project:**  **Is the Corridor on a Municipal\ County Master Plan?**

(Provide Typical Section drawings and describe the typical section here.):

Typical roadway cross section provided in Appendix, which is attached to this application.

**Describe other project Improvements/ Benefits to be completed in conjunction with this proposed project:**

**Describe any project work phases that are currently underway or have been completed.**

Phase 1 of this project was completed November 2021 which extended from 2600 North to 2924 North.

Project Provides Access to: (Select All that Apply)	Elementary Schools	<input type="text" value="No"/>	Transit Stations	<input type="text" value="No"/>	Work	<input type="text" value="No"/>
	Trails/ Parks	<input type="text" value="No"/>	High Schools	<input type="text" value="No"/>	Shopping	<input type="text" value="No"/>
	Jr. High Schools	<input type="text" value="No"/>	Community Centers	<input type="text" value="No"/>	Other: __	<input type="text" value="No"/>
	<i>List other Destinations here</i>					

To what extent does the project fill a gap or complete a connection?

Project Proximity to (Existing Distance in Miles): Enter All that Apply	Elementary Schools	<input type="text" value="0.830"/>	Transit Stations	<input type="text" value="0.000"/>	Work	<input type="text" value="1.550"/>
	Trails/ Parks	<input type="text" value="0.000"/>	High Schools	<input type="text" value="0.960"/>	Shopping	<input type="text" value="0.770"/>
	Jr. High Schools	<input type="text" value="0.250"/>	Community Centers	<input type="text" value="0.940"/>	Other: __	<input type="text"/>
	<i>List other Destinations here</i>					

How does the project improve access to an employment center?

This widening project is needed to expand the capacity of the roadway which will help with bottle-neck areas which occur just north of Washington Blvd./2600 North intersection. This roadway is a major collector which provides a major north/south artery through this part of Weber County.

Desired Upgrades to Traffic Control Devices Enter All that Apply	School Signs	<input type="text" value="Yes"/>	Bike Lane Markings	<input type="text" value="Yes"/>	Pedestrian Signals	<input type="text" value="Yes"/>
	Traffic Signals	<input type="text" value="Yes"/>	Wayfinding Signs	<input type="text" value="Yes"/>	Other: __	<input type="text"/> <i>List other Traffic Devices here</i>

Discuss what safety improvements are included in this project.

All ADA ramps will be updated to make them compliant with the ADA Guidelines. Traffic signal at 3100 North is in need of major upgrades. Bike lanes will be added to the roadway which will move bikes out of the vehicle travel lanes and into a dedicated bike lane. The crosswalks on the project will be updated and improved with the pedestrian ramps.

Total number of crashes on this facility or parallel roadway during the previous three years  [Project Safety Index from UDOT Traffic and Safety Data \(2015-2017\)](#) Estimated delay reduction (Provide documentation)

Percent of Freight Traffic  [State Facilities AADT Traffic & Truck Traffic Map/ Information](#) Number of Intersection Improvements? (Provide documentation)  Other Project Benefits not yet listed?

Once you click the AADT Link, Select AADT Google Map, Download KMZ, then Open KMZ File

**Project Details**

**Please identify preservation strategies the jurisdiction has in place by ordinance or policy.** *Note - Each Cell Must be acknowledged*

<b>Land Use Regulation:</b>	<b>Less than Fee Simple Acquisition</b>	<b>Mitigation/ Negotiation</b>	<b>Fee Simple Acquisition</b>
<input checked="" type="checkbox"/> Access Management	<input type="checkbox"/> Options to Purchase	<input checked="" type="checkbox"/> Transferable Development Rights	<input type="checkbox"/> Hardship
<input checked="" type="checkbox"/> Setback	<input type="checkbox"/> Purchase of Development Rights	<input checked="" type="checkbox"/> Density Transfers	<input checked="" type="checkbox"/> Donation
<input checked="" type="checkbox"/> Zoning	<input type="checkbox"/> Property Exchange	<input checked="" type="checkbox"/> Impact Fee Credits	<input checked="" type="checkbox"/> Protective
<input checked="" type="checkbox"/> Site-Plan Review & Subdivision Controls	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Tax Abatements	<input checked="" type="checkbox"/> NA Early
<input checked="" type="checkbox"/> Conditional Use/ Interim Use Permits		<input type="checkbox"/> Other	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Dedications & Exactions			

[Click Here to Access the WC 2050 Vision Map \(for reference purpose\)](#)

**Describe existing right of way ownerships along the project**

*(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):*

Right of way was obtained on the properties on the west side of 450 East from 2975 North to 445 North 3100 North by North Ogden City by purchase of individual properties using City funds.

**Is right-of-way acquisition proposed as part of the larger project?** (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes

Yes/ No/ NA

Right of way will need to be acquired along the west side of 450 East, which includes the properties at 448 E 3100 N, 3121 N 450 E, and 3135 N 450 E. Funds would come from North Ogden City.

**Efforts to Preserve the Corridor**  
 ((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

25 to 50 %

**Population Percentage Change**  
 (Data estimate - based to be April 1, 2010 to July 1, 2019)

**20.50%**

[Link to City Population Data](#)

**Note** - Enter zip code, then select city from the drop down list  
 - Click the -- Select a Fact -- down arrow  
 - Select Population, percent change - April 1 2010 (estimates base) to July 1, 2019, (V2019)  
 (3rd item on the list under Population)

**Land Use Effectiveness**  
 If there is a proposal or plan to change zoning in the project location what would be the potential project cost increase?

**Percent Increase**

<input type="checkbox"/> No	100 % plus	<input type="checkbox"/> No	40 to 59 %
<input type="checkbox"/> No	80 to 99 %	<input type="checkbox"/> No	20 to 39 %
<input type="checkbox"/> No	60 to 79 %	<input checked="" type="checkbox"/> Yes	0 to 19 %

**Anticipated Hardships**

**Percent of Raw Land**

less than 25 %

**Anticipated maintenance costs for property(s) acquired.**  
 (should not exceed 5 % of cost)

NA

**Population - Census, April 1, 2010** **17,357**

**Population - Census, April 1, 2020** **20,916**

*Explain why maintenance cost will be more than 5%*

**Anticipated year of Project Construction** **1 to 5 years**

**Time Period for Right-of-Way Acquisition** **Less than 1 year**

		<b>Existing</b>	<b>Projected</b>	<b>Note</b> - The ADT Link will provide information for both Existing & Projected volumes. - Data default - Highlights the 2050 Forecast - Identify and select the roadway on the map - In the Lower left hand corner of the page shows a graph (AADT, Historic and Forecast) - Hover over the last dark gray dot for (Existing Data - 2017 AADT) & the last light gray dot for (Projected Data - 2050 AADT)
<b>Roadway</b>	<a href="#">Annual Average Daily Traffic - Link (Existing and Projected Volumes)</a>	<b>15614</b>	<b>18000</b>	
<b>Transit</b>	<b>Current Daily Ridership</b>			

**Studies Underway or Completed**  
 (Corridor Study, Environmental Impact Statement (EIS), Environmental Assessment (EA), Finding of No Significant Impact (FONSI), or Local Concept Report (please attach a copy))

**No**

Project phases included in funding request:	
<input type="checkbox"/> Yes	Planning Activities
<input type="checkbox"/> No	Project Development & Environment Study
<input type="checkbox"/> Yes	Right of Way (ROW)
<input type="checkbox"/> Yes	Preliminary Engineering/ Final Design Plans
<input type="checkbox"/> Yes	Construction
<input type="checkbox"/> Yes	Construction Engineering & Inspection
<input type="checkbox"/> No	Other: _____

Project Funding Request Summary/ Contributions:		
\$	6,719,746.56	Sum of Total Project Cost (Calculated Below)
\$	2,692,475.00	Sum of Matching Contributions (Local Funds/ Inkind/ Other)
\$	547,475.00	Local Funds (10% min match req between the 3)
\$	1,520,000.00	Project Generated Revenue
\$	625,000.00	Other Funding Contributions
		Weber Co Corridor Funding Request
\$	4,027,271.56	Weber Sales Tax Funding Request

Eligible Towards Minimum Match

**\*\* NOTE \*\* Matching Funds Improve a Project's Potential Recommendation**

**Project Cost Summary (In Addition - A detailed project cost estimate must be attached to this application.)**

<u>Planning Activities</u>	\$ 6,500	(enter estimate)
<u>Project Development &amp; Environment Study</u>	\$ 54,150	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$ 588,052	(enter estimate)
<u>Right of Way</u>	\$ 2,015,640	(enter estimate)
<u>Construction</u>	\$ 1,826,935	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$ 257,900	(enter estimate)
<u>Mobilization</u>	\$ 200,000	(enter estimate)
<u>Subtotal</u>	\$ 4,949,177.00	
<u>Utilities</u>	\$ 160,000	(enter estimate)
<u>Miscellaneous</u>	\$ 0	(enter estimate)
<b>Total Construction Cost (TCC)</b>	<b>\$ 5,109,177.00</b>	
<b>Contingency (15 % of Total Construction Cost)</b>	<b>\$ 766,376.55</b>	
<b>Construction Engineering &amp; Inspection (CEI) (13% of (TCC))</b>	<b>\$ 664,193.01</b>	
<b>Other (Describe) 9 Demolition</b>	<b>\$ 180,000</b>	(enter estimate)
<b>Total Project Cost</b>	<b>\$ 6,719,746.56</b>	

**Project Notes**

Revenue from the sale of the lots on the west side of 450 East, which are currently owned by North Ogden City, will be added to the project per WACOG agreement.

LOCAL TRANSPORTATION FUNDING AGREEMENT A4-2024

**Project: 450 East (Phase 2)**

This Local Transportation Funding Agreement (the “Agreement”) is entered into by and between the County of Weber, Utah (the “County”) and North Ogden City (the “City”), individually referred to as “Party” and jointly referred to as “Parties.”

**WHEREAS**, Utah Code Annotated § 59-12-2217, the County Option Sales and Use Tax for Transportation, provides the opportunity for a council of governments and the local legislative body to prioritize and approve funding for transportation and transit projects or services (“Transportation Funding”), and

**WHEREAS**, the Weber Area Council of Governments (“WACOG”) is the council of governments with the authority to work with the Board of Weber County Commissioners (the “County Commission”) to prioritize and approve Transportation Funding for such projects; and

**WHEREAS**, the City submitted a timely and complete application to WACOG, which is attached as **Exhibit A** of this Agreement, requesting Transportation Funding for the City’s 450 East (Phase 2) Project; and

**WHEREAS**, the City has committed matching contributions to the Project, as evidenced in its funding application; and

**WHEREAS**, the City’s application was approved by WACOG on November 6, 2023 and subsequently approved by the County Commission on November 14, 2023; and

**WHEREAS**, the County Commission, in consideration of the recommendations of WACOG, has awarded the City up to \$4,028,000 in Transportation Funding (the “Award”) programmed for the calendar year 2026, subject to the County and the City entering into this Agreement with respect to the use of said funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF THE AWARD**

- A.** The County shall pay the City the Award to cover expenses that are necessary for the completion of the activities specifically described in **Exhibit A** (the “Project”). If there is a conflict between the terms and provisions of **Exhibit A** and this Agreement, the terms of this Agreement shall govern.
- B.** The City shall only use the Award to cover necessary expenses that fall within the scope of the Project. The City shall use the Award in compliance with all program policies that have been adopted by WACOG. Should any provision of the program policies conflict with state or federal law, the conflicting provisions of state or federal law shall govern.

- C. Except as provided in Section 4.B. of this Agreement (which involves advanced Award payments), the City must expend “Matching Contributions” toward the Project before receiving the Award. For purposes of this Agreement, the Matching Contributions shall be 10% of the Award. The reimbursement payments described in Section 4 of this Agreement shall not commence until the County has received and verified evidence of the City’s expenditure of the Matching Contributions. If the actual Award received by the City is less than the original Award amount, then the County shall adjust the Matching Contributions proportionately to reflect the actual Award.
- D. The City may make revisions to the scope of the Project with written approval from the County Commission where such revision does not materially alter the scope of the Project. The Parties are not required to execute an amendment to this Agreement in making such revisions. Instead, the written approval shall be incorporated into Exhibit A and shall be retained on file with the original Agreement.
- E. For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the City’s budget for the Project and/or the Award to City set forth in this Agreement.
- F. In no event shall a revision to the scope of the Project entitle the City to an additional allocation of Transportation Funding unless the City and the County execute a written amendment to this Agreement to increase the Award. The County Commission, in its sole discretion, and in consideration of a recommendation from WACOG, may approve and authorize additional Transportation Funding for the Project. However, no such additional allocation is guaranteed.
- G. The County is not responsible for the construction, maintenance, or completion of the Project.

## **2. TRANSPORTATION FUNDING SUBJECT TO AVAILABILITY**

- A. The City acknowledges that the County cannot guarantee the payment of Transportation Funding that has not yet been appropriated, including such funding that makes up the Award. While the County may not use those funds for purposes or projects that have not gone through the WACOG process, which is outlined in Utah Code Annotated § 59-12-2217, there is no guarantee that the applicable tax revenue will be sufficient to fund all approved projects.
- B. If there is a funding shortfall at the time the County prepares its budget for one of the years programmed for the Award, then notwithstanding any other provision of this

Agreement, the County may, without penalty or liability of any kind, adjust the Award to the proportional amount of available Transportation Funding, as follows:

The County shall calculate the ratio of money promised for this Project to the total promised money for WACOG approved projects for the year, and then the County shall multiply that ratio by the actual funds anticipated to be available for WACOG approved projects at the time the County prepares its budget for the year.

Here is an example using hypothetical numbers:

Assume the County has promised \$1,250,000 for this Project for the year 2026. If the County promised a total of \$25,000,000 for WACOG approved projects for 2026, then the ratio would be 5%. If, at budget preparation time, the available funds were only anticipated to be \$15,000,000, then the County would only be obligated to pay 5% of the \$15,000,000 to this Project, or \$750,000.

- C. If the County pays a reduced proportional amount as set forth above, it shall continue to pay proportional amounts of the funds available for WACOG approved projects in subsequent years, and shall not approve new projects to use those funds for those years until the full amount set forth in this Agreement has been paid. The City specifically acknowledges and agrees that in the event of a funding shortfall, the County shall not be obligated to make up the difference using the County's general funds or any other funding source.

### 3. TERM OF AGREEMENT

This Agreement shall terminate after satisfaction of all obligations accrued or incurred hereunder, or upon completion or cancellation of the Project referenced herein.

### 4. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to the City on a reimbursement basis. The City shall submit reimbursement requests to the County Transportation Fund Manager each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include a signed certification by the City engineer that the expenses for which the City is seeking reimbursement fall within the Project scope under Section 1 of this Agreement. The City may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the City in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the City's actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until the City delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into City's bank account, according to a mutually agreeable process established by the City and the County.
- E. *Recoupment.* The Award is subject to recoupment by the County for the City's failure to use the funds for the Project in strict accordance with this Agreement and WACOG policies.

## 5. REPORTING REQUIREMENTS

The City shall submit such reports and adhere to all conditions and obligations as are required by the County, which include, but are not limited to, the reporting requirements established under WACOG policies. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the City's records that are related to the Project and/or the City's performance of this Agreement. Notwithstanding any record retention policies, the City shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

## 6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

In addition to the requirements set forth in this Agreement and WACOG policies, use of the Award may be subject to various other federal, state, and local laws including, but not limited to Utah Code Ann. §§ 59-12-2217 (as amended) and 59-12-2212.2 (as amended). The City shall comply with all applicable federal, state, and local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

## 7. RETURN OF FUNDS; RECOUPMENT

- A. If the City uses any portion of the Award in violation of this Agreement, including any applicable laws and WACOG policies, then the County may recoup such funding from the City. If the County determines that such a violation exists, the County shall provide the City with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the City may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.



- B.** If the City has not submitted a reconsideration request, or if the County denies the reconsideration request, the City shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

**8. WITHHOLDING REIMBURSEMENT; SUSPENSION OF AGREEMENT**

- A.** If the City fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:
- a. withhold all or any part of payment pending correction of the deficiency; or
  - b. suspend all or part of this Agreement.
- B.** Further, any failure to perform as required pursuant to this Agreement may subject the City to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 9 below. The County may also consider performance under this Agreement when considering future awards.

**9. TERMINATION**

- A.** *Termination for Cause.* The County may terminate this Agreement for cause if the City fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
- a. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  - b. The City has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  - c. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the City of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the City shall have 15 calendar days to cure the cause for termination. If the City has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the City of the termination, the

reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the City are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the City after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

## 10. CLOSE OUT AFTER TERMINATION

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the City, the County will make or arrange for payment to the City of allowable reimbursable costs that were not covered by previous reimbursements.
- B. Within 30 calendar days after the date of termination, the City shall submit to the County all financial, performance, and other reports required by this Agreement and WACOG policies, and in addition, will cooperate in a Project audit by the County or its designee if the County opts to conduct such an audit;
- C. Closeout of funds will not occur unless all requirements of this Agreement, WACOG policies, and Federal, State, and Local laws are met and all outstanding issues with the City in regards to this Agreement have been resolved to the satisfaction of the County.
- D. Any unused Award funds in the City's possession or control shall be immediately returned to the County.

## 11. INDEMNIFICATION

To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages arising from the City's misuse of the Award; personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons; and in regards to damage to property, arising or alleged to have arisen out of the City's performance of this Agreement, when such injuries to persons or damage to property are due to the actions of the City, its subcontractors, agents, successors, or assigns.

## 12. NOTICES

Any notices required to be given by the County or the City shall be in writing and delivered to the following representatives for each party:

The County	The City
County of Weber Attn: Transportation Funding Specialist 2380 Washington Blvd., Suite 240 Ogden, UT 84401 bstewart@webercountyutah.gov	North Ogden City Attn: Jon Call 505 East 2600 North North Ogden, UT 84414 jcall@noogden.org

**13. RESERVATION OF RIGHTS**

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

**14. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

The City shall, in good faith and to the greatest extent possible, complete the Project in accordance with the City’s proposed project timeline in the City’s application. City acknowledges that time is of the essence, and City shall exercise due diligence to complete the project in a timely manner.

**15. ASSIGNMENT**

The City shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

**16. AMENDMENTS**

This Agreement cannot be amended or modified except in writing signed by both Parties.

**17. VENUE AND CHOICE OF LAW**

If either Party initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and the City agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

**18. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

**19. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**20. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

**21. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**22. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the City represent that one or both of them has the authority to execute this Agreement and to bind the City to its terms.

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

By \_\_\_\_\_  
James H. Harvey, Chair

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

**NORTH OGDEN CITY**

By \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name/Title: \_\_\_\_\_

**EXHIBIT A**  
Project Scope