



CITY COUNCIL WORK SESSION MEETING

SEPTEMBER 03, 2024 AT 6:00 PM

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/83063840221>

Webinar ID: 830 6384 0221

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

YouTube: <https://www.youtube.com/@northogdencity7620>

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 to consider the final acceptance for Quail Ponds Subdivision Phase 5
Presenter: Public Works Inspector Dylan Hill
3. Discussion and/or action to consider the final acceptance of Fernwood Estates Phase 6
Presenter: Public Works Inspector Dylan Hill
4. Discussion and/or action to consider the final acceptance of North Oaks Cove Subdivision Phase 15
Presenter: Public Works Inspector Dylan Hill
5. Discussion and/or action to consider the final acceptance of North Oaks Cove Subdivision Phase 17
Presenter: Public Works Inspector Dylan Hill

ACTIVE AGENDA

6. Public Comments*
7. Presentation on the 2024 North Ogden Cherry Days Celebration
Presenter: Cherry Days Committee
8. Discussion on Barker Park Amphitheater hosting community plays
Presenter: City Manager/Attorney Jon Call
9. Discussion on content and formatting of the new North Ogden City Newsletter
Presenter: City Manager/Attorney Jon Call
10. Public Comments*
11. Mayor/Council/Staff Comments
12. Adjournment

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 29th day of August 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 12/13/2023.

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.

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.



**NORTH OGDEN CITY
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 08/20/2024

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON QUAIL PONDS 5. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$142,730.95 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$14,237.10 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.

PART OF THE SE. 1/4, OF SECTION 33, T.7N., R.1W., S.L.B. & M.
QUAIL PONDS PHASE 5 SUBDIVISION

425

IN NORTH OGDEN CITY
SCALE 1" = 30'

TAXING UNIT: 10

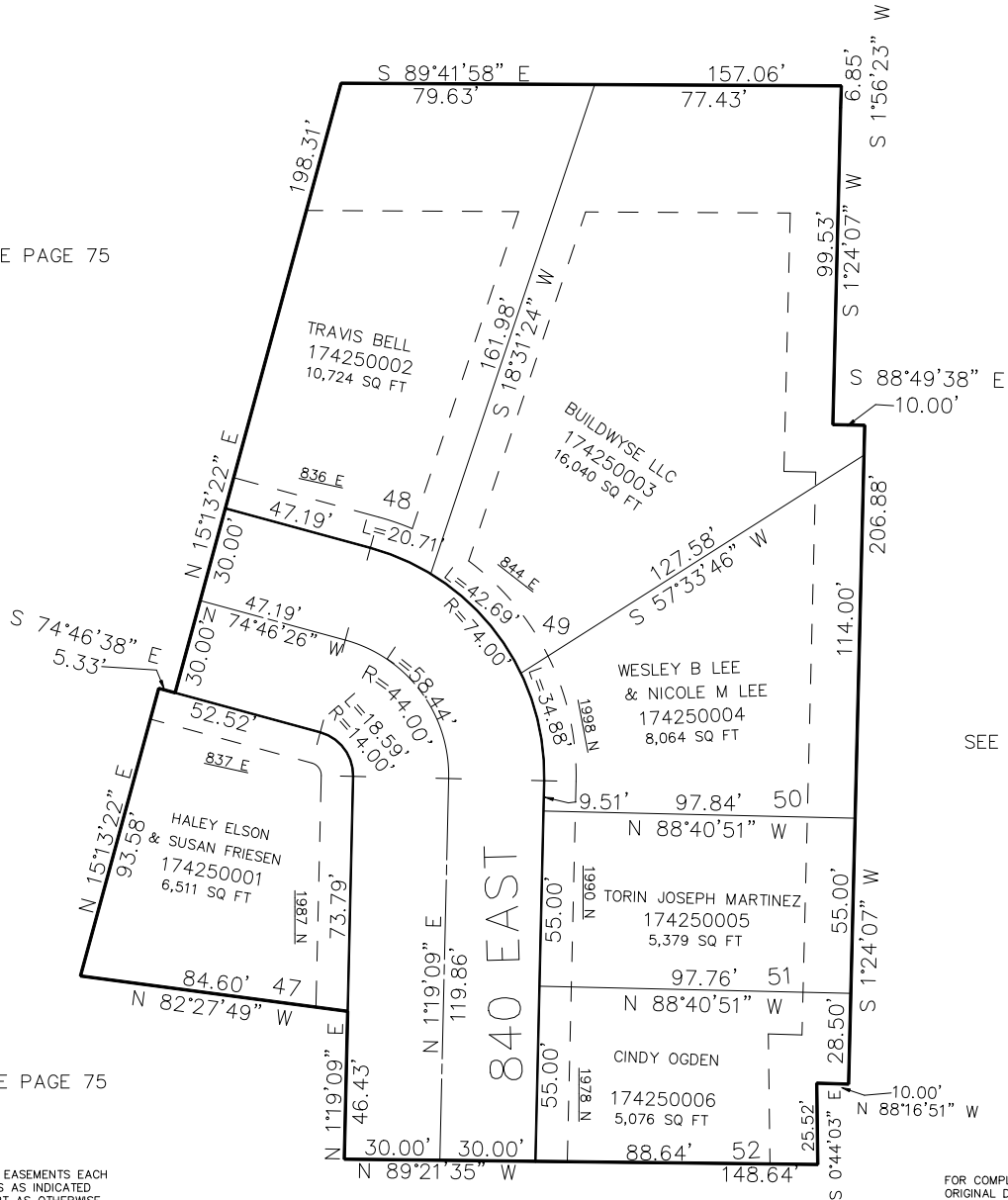
SEE PAGE 75

SEE PAGE 75

SEE PAGE 75

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

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION FLAT IN
BOOK 88, PAGE 43 OF RECORDS.





W3079938

EH 3079938 PG 1 OF 10
LEANN H KILTS, WEBER COUNTY RECORDER
26-AUG-20 3:24 PM FEE \$40.00 DEP TN
REC FOR: BLACKBURN JONES

DEVELOPER’S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 24th day of August, 2020, between **Blackburn Jones Real Estate, Incorporated**, 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 **Quail Ponds Subdivision, Phase 5**. 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 12, 2020**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit “A” (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 "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 **Quail Ponds Subdivision, Phase 5**, and agrees to hold \$ **46,952.62** (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 service-

ability 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 **Quail Ponds Subdivision, Phase 5**. 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 Aug. 24, 2020.

Blackburn Jones Real Estate
Company Name

Bruce H Jones
Signature, ~~Manager~~ owner/President

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }
§
County of Weber }

On this 24th day of August, 2020, personally appeared before me,
Bruce Jones, 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.

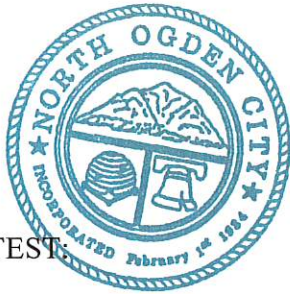


Lynne Bexell
Notary Public

North Ogden, UT
Residing at:

My Commission Expires:

NORTH OGDEN CITY CORPORATION



ATTEST



Mayor



City Recorder

**NOTICE OF DECISION**

August 12, 2020

Carson Jones
905 E 24th Street,
Ogden, Utah, 84401

Re: Quail Ponds Subdivision Phase 5 Final Approval

The North Ogden Planning Commission met on August 5, 2020 and made a motion to grant final approval for the Quail Ponds Phase 5 Subdivision subject to the conditions listed in the Staff Report, the Engineer's Report, and the TRC Meeting Letter. The Staff Report, the Engineer's Report, and TRC Meeting Letter are each attached to the email this letter is being sent with, so you have the pertinent conditions from each report.

This approval by the Planning Commission pertained to the updated plat with the lot width standards measured at the 18' setback (which addressed the condition that the lot lines be adjusted to meet the required 55' lot widths at the 18' setback).

This final approval will expire if the plat, final plans, and/or necessary permits and/or licenses have not been obtained within twelve months of the date of the decision, or an extension of time granted in accordance with city ordinances.

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

Regards,

Brandon Bell, CNU-A

Associate Planner
NORTH OGDEN CITY
505 E. 2600 N. |
North Ogden, Utah, 84414
Phone: (801) 737-2216
bbell@nogden.org





NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer
lgardner@nogden.org

Quail Ponds Subdivision Phase 5		
July 7, 2020		
SUMMARY		
	Original Total	Remaining
STREET IMPROVEMENTS		
Mobilization, Clearing & Site Preparation	\$1,500.00	\$0.00
8" Scarify - Subgrade Prep & Compact to 95%	\$2,010.78	\$0.00
10" Thick UBC in-Place	\$7,711.15	\$0.00
3" Thick Asphalt - In-Place	\$10,552.10	\$10,552.10
Access Road - 4" UBC in-Place	\$766.02	\$766.02
Access Road - 2" Asphalt in-Place	\$3,755.00	\$3,755.00
Seal Coat	\$1,710.40	\$1,710.40
Install 30" C & G	\$6,765.00	\$0.00
Install 4' Sidewalk - 4" Thk, 6" Thk at driveways	\$8,424.00	\$8,424.00
Temporary Turnaround - 12" Roadbase	\$2,500.00	\$0.00
Street Monuments	\$0.00	\$0.00
Street Sign	\$300.00	\$300.00
Street Lights	\$3,800.00	\$3,800.00
Compaction Testing	\$1,500.00	\$200.00
Saw-Cut Existing Asphalt	\$222.00	\$222.00
Earthwork - Cut - In-Place	\$1,453.50	\$0.00
Earthwork - Fill - In-Place	\$214.50	\$0.00
Subtotal =	\$53,184.45	\$29,729.52
DRAINAGE IMPROVEMENTS		
Install New 18" RCP III	\$1,320.00	\$0.00
Fill Existing Spring Drainage Ditch & Remove 18" culvert	\$400.00	\$0.00


Item2.

Excavate & re-route spring drainage ditch	\$569.50	\$0.00
Construct 12" Berms on low side of lots	\$6,000.00	\$0.00
Land drain - lateral install	\$2,400.00	\$0.00
Land drain - connect to existing LDMH	\$500.00	\$0.00
Land drain - install 8" SDR-35	\$3,840.00	\$0.00
Land drain - install 4' DIA LDMH	\$5,000.00	\$0.00
Import Trench Backfill	\$1,800.00	\$0.00
Subtotal =	\$21,829.50	\$0.00
CULINARY WATER IMPROVEMENTS		
Connect to existing 8" wm	\$1,000.00	\$0.00
Install 8" wm with all fitting complete	\$5,584.50	\$0.00
Fire Line & hydrant w/valve - complete	\$4,900.00	\$0.00
Temporary blow-off w/traffic rated box & 2" flush hyd.	\$2,500.00	\$0.00
Install 1" water service w/water meter & box - complete	\$10,500.00	\$0.00
Thrust Blocking	\$1,000.00	\$0.00
Concrete Valve Collars	\$450.00	\$450.00
Temporary Plugs and Testing	\$500.00	\$0.00
Import Trench Backfill	\$2,000.00	\$0.00
Subtotal =	\$28,434.50	\$450.00
SEWER IMPROVEMENTS		
Connect to existing sewer manhole	\$1,000.00	\$0.00
Install 8" SDR-35	\$5,910.00	\$0.00
Instll 4' DIA SSMH	\$5,000.00	\$0.00
Install laterals	\$5,400.00	\$0.00
Import Trench Backfill	\$3,000.00	\$0.00
Testing, Cleaning, Video Inspect	\$1,500.00	\$0.00
Concrete SSMH Collars	\$2,000.00	\$2,000.00
Subtotal =	\$23,810.00	\$2,000.00
SECONDARY WATER IMPROVEMENTS		
Connect to existing 6" Secondary waterline	\$500.00	\$0.00
6" Secondary water main C-900 DR-18	\$3,472.00	\$0.00
Water Service - Double	\$4,050.00	\$0.00

Item2.

Water Service - Single	\$1,000.00	\$0.00
Water Meters	\$0.00	\$0.00
Testing	\$500.00	\$500.00
Temporary Plug and Block	\$500.00	\$0.00
Import Trench Backfill	\$1,400.00	\$0.00
Subtotal =	\$11,422.00	\$500.00
SWPPP		
Inlet Protection	\$68.00	\$0.00
Rip-Rap protection area for waterway	\$500.00	\$0.00
Silt Fence or Berming	\$282.50	\$0.00
Concrete Washout	\$500.00	\$0.00
Stabilized Entrance	\$1,200.00	\$0.00
Record Keeping	\$1,500.00	\$0.00
Subtotal =	\$4,050.50	\$0.00
DRY UTILITIES, MISC.		
Electric: DIG, Lay conduit, backfill	\$0.00	\$0.00
Import Trench Backfill	\$0.00	\$0.00
Subtotal =	\$0.00	\$0.00
TOTAL IMPROVEMENT COSTS	\$142,730.95	\$32,679.52
10% GUARANTEE		\$14,273.10
TOTAL ESCROW AMOUNT		\$46,952.62

SUBDIVISION COST ESTIMATE APPROVAL



 Lorin Gardner
 City Engineer

7/7/2020

 Date



**NORTH OGDEN CITY
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 08/20/2024

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON FERNWOOD ESTATES PHASE 6. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$82,137.80 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$8,213.73 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.

PART OF THE SE. 1/4, OF SECTION 33, T.7N., R.1W., S.L.B. & M.

422

FERNWOOD ESTATES NO. 6

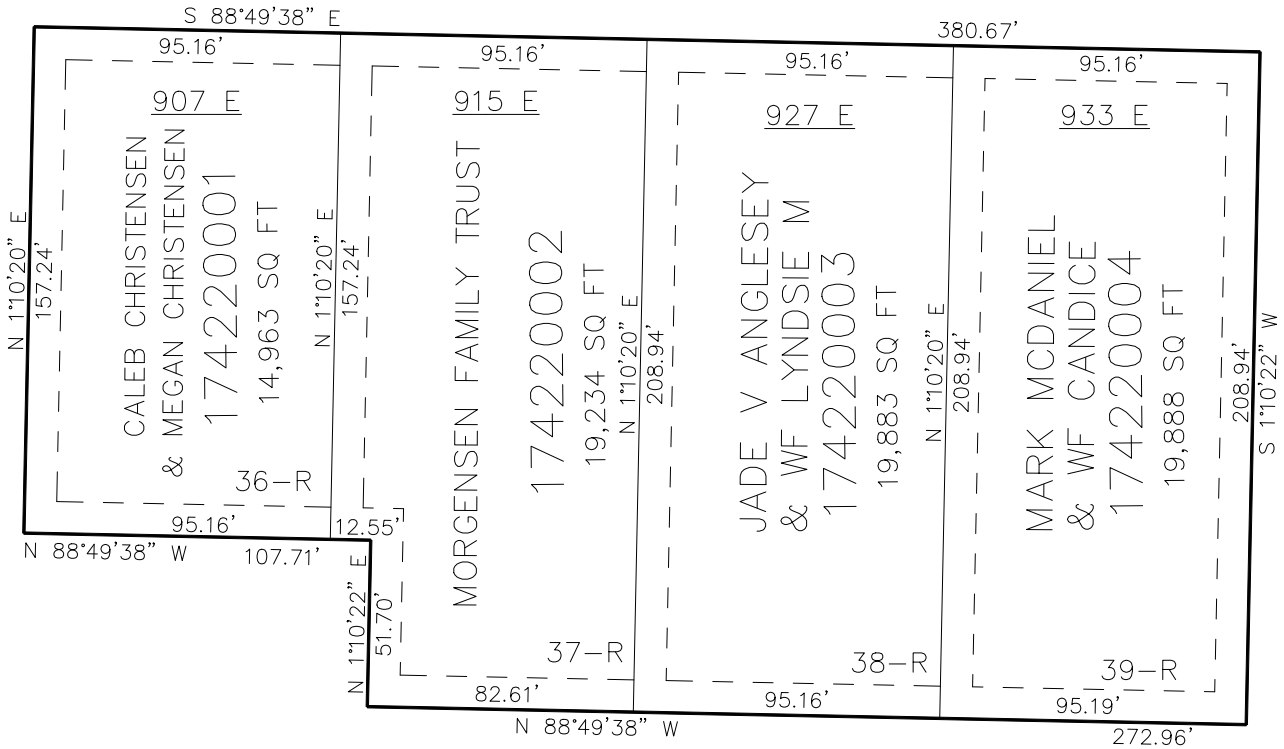
IN NORTH OGDEN CITY

TAXING UNIT: 10

SCALE 1" = 30'

SEE PAGE 75

2100 NORTH STREET



SEE PAGE 75

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

FOR COMPLETE ENC DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 88, PAGE 26 OF RECORDS.



W3072543

Item3.

EH 3072543 PG 1 OF 15
LEANN H KILTS, WEBER COUNTY RECORDER
30-JUL-20 1250 PM FEE \$0.00 DEP THU
REC FOR: NORTH OGDEN CITY

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 29 day of July, 2020, between **Bruce Jones Real Estate Inc.**, 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 **Fernwood Estates Subdivision, Phase 6**. 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 12, 2019**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (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 "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 **Fernwood Estates Subdivision, Phase 6**, and agrees to hold \$ 56,870.73 (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 **Fernwood Estates Subdivision, Phase 6**. 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 July 29, 2020.

Blackburn Jones Real Estate Inc.
Company Name


Signature, Manager

State of Utah }
§
County of Weber }

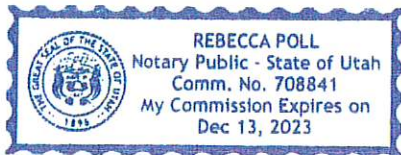
On this 29th day of July, 2020, personally appeared before me, Carson Jones, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.



Lynne Bexell
Notary Public

State of Utah }
§
County of Weber }

On this 28 day of July, 2020, personally appeared before me, Rachel Phillips, 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



Rebecca Poll
Notary Public



NORTH OGDEN CITY STAFF REPORT

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 08-19-2024

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON NORTH OAKS COVE 15. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$146327.86 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$146,327.86. 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.



W3220084

Item 4.

SUBDIVIDERS ESCROW AGREEMENT

This Subdividers Escrow Agreement, entered into, by and between, North Ogden City, a Municipal Corporation, hereinafter referred to as "City", Regency Development, L.C., a Utah Limited Liability Company, hereinafter referred to as "Subdivider" and Old Republic National Title Insurance Company, hereinafter referred to as "Escrow Agent".

RECITALS

1. "City" and "Subdivider" have entered into a Developer's Agreement, dated the 24th day of February 2022, attached hereto as Exhibit "A", for the subdivision and construction of improvements on certain land located in North Ogden City, State of Utah, known as the North Oaks Cove Subdivision, Phase 15, the "Subject Property".
2. Due to financial limitations, the "Subdivider" is unable to install the improvements required by the Subdivision Ordinance of the City upon the entirety of the "Subject Property". "Subdivider" has, therefore requested that the "City" permit development of the Subdivision, in accordance with the Subdivision Ordinance of the "City", whereby the "Subdivider" may guarantee the making of progress payments, for improvements made to the "Subject Property", by providing acceptable assurance of the availability of credit and/or the depositing of assets in escrow to cover the costs of said improvements.
3. "Subdivider" now desires to enter into this Subdividers Escrow Agreement as security for compliance with the ordinances, rules, regulations, requirements, statutes and standards of the "City" and of the Developer's Agreement.

AGREEMENT

"City", "Subdivider" and "Escrow Agent", mutually agree as follows:

1. Appointment of Escrow Agent. Old Republic National Title Insurance Company, is hereby appointed Escrow Agent, and Escrow Agent shall hold the fee simple title, as Trustee, for the benefit of the "City" and the "Subdivider", to all Lots within North Oaks Cove Subdivision, Phase 15. "Subdivider" warrants that the Lots within North Oaks Cove Subdivision, Phase 15, are valued in excess of \$146,327.86.
2. Deposit of Assets into Escrow. The sum of \$146,327.86 represents 110% of the entire cost of all improvement enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto as 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 value of the assets, being \$146,327.86 shall be held exclusively, by the "Escrow Agent", to guaranty the payment of the costs of materials, and the construction, and the installation of all improvements required by the Subdivision Ordinance of the "City", for the "Subject Property". The assets, will be held and maintained by the "Escrow Agent" until such time that funds have been paid, by the "Subdivider" to the appropriate contractors, and sub-contractors, who have provided labor, materials, and equipment, to complete the off-site improvements to the "Subject Property".

Upon completion of the off-site improvements, or portions thereof, and upon the verified payment, by the "Subdivider", to the contractors, sub-contractors, or suppliers, who completed the off-site improvements, or portions thereof, the "Subdivider" will request that the "City" inspect the improvements, made under the direction of the "Subdivider". Upon completion of the inspection and acceptance of the improvements made, by the "City", the "City" shall provide written instructions to the "Escrow Agent" that the improvements, or portions thereof, made to "Subject Property", have been inspected and are approved by the "City". Upon receipt of the acceptance of the off-site improvements, by written instructions, on "City" stationary, bearing the seal of the "City", which states that the improvements, or portions thereof, have been reviewed and accepted by the "City", the "Escrow Agent" is authorized and permitted to deed to the "Subdivider", assets in the amount stated in the authorized release forms, provided to the "Escrow Agent". At all times, and under all conditions, the assets retained by the "Escrow Agent" shall be at least the amount required by the "City" to complete the installation of the remaining off-site improvement and the required retention amount.

4. Retention of Escrow Funds. Assets in the amount of \$61,623.86 shall be retained by the Escrow Agent, for a period of one year after conditional acceptance by the "City, of the off-site improvements made to the "Subject Property".
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, to the "Subdivider", with a copy also sent to the "Escrow Agent". If the "Subdivider" does not cure the defect or the default is not corrected or completed within 30 days following service of such demand, the "City" may cure the defect or complete improvements required within the demand, 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, shall pay, to the "City", from the sale or collateralization of the assets, held by the "Escrow Agent", the cost of correcting the defect, and the "Escrow Agent" shall be held harmless by the "Subdivider" 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 assets still held by the "Escrow Agent" and the "Escrow Agent" shall be discharged of its obligations to the "City".
7. Deposit of Additional Assets or Funds. If at any time, due to circumstances beyond the control of the "City", or the "Subdivider", that the assets held by the "Escrow Agent" are insufficient to guaranty the completion of the off-site improvements to the "Subject Property", or the amount held in retention, the "Subdivider" will immediately deposit assets or funds with the "Escrow Agent" to guaranty that the off-site improvements will be completed and the amount of retention is being held by the "Escrow Agent", as required by the "City".

"Escrow Agent" agrees to the appointment as such, and agrees to administer the assets of the "Subdivider", in accordance with the terms and the conditions of this agreement. "Escrow Agent" is not responsible for, or obligated to pay for the completion of the off-site improvements. The installation of the off-site improvements, in accordance with "City" Ordinance is the sole and complete obligation of the "Subdivider" to complete and pay for.

Notifications required herein shall be forwarded to the following addresses:

North Ogden City
505 East 2600 North
North Ogden City, Utah 84414

Regency Development, L.C., a Utah Limited Liability Company
875 East 3588 North
North Ogden City, Utah 84414

Old Republic National Title Insurance Company
5732 South 1475 East
Suite 100 Ogden, Utah 84403

The terms, conditions and stipulations of this agreement have been reviewed and are accepted by the parties to this agreement.

North Ogden City, a Municipal Corporation

By: *S. Neal Berube* 2-24-22
S. Neal Berube-Mayor Date

Attest:

North Ogden City, a Municipal Corporation

By: *Susan Nance* 02/24/2022
Susan Nance-City Recorder Date
Its



Regency Development, L.C., a Utah Limited Liability Company

By: *E. Preston Thomas* 2-24-22
Eric Preston Thomas—Manager Date

Old Republic National Title Insurance Company

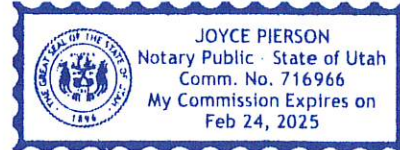
By: *Michael L. Hendry* 2-24-22
Michael L. Hendry-Vice President Date

State of Utah
County of Weber

On this the 24th day of February, 2022, S. Neal Berube and Susan Nance, as Mayor and City Recorder of North Ogden City, a Municipal Corporation, acknowledged before me, a Notary Public, in the State of Utah, that this document, was executed by them, in the capacities stated and was done in accordance with resolution made by the City Council of North Ogden City, a Municipal Corporation.

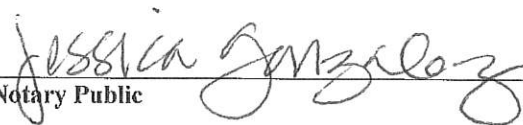


Notary Public



State of Utah
County of Weber

On this the 24th day of February, 2022, Eric Preston Thomas, as Manager of Regency Development, L.C., a Utah Limited Liability Company, acknowledged before me, a Notary Public, in the State of Utah, that this document, was executed by him, in the capacity stated, and in accordance with the authority conveyed upon him, as stipulated in the operating agreement of said limited liability company.

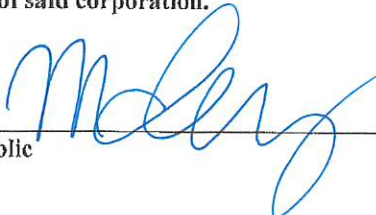


Notary Public



State of Utah
County of Weber

On this the 24 day of February, 2022, Michael L. Hendry, as Vice President of Old Republic National Title Insurance Company, acknowledged before me, a Notary Public, in the State of Utah, that this document, was executed by him, in the capacity stated and in accordance with a corporation resolution of said corporation.



Notary Public



Exhibit A



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer

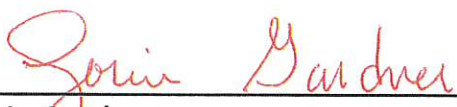
lgardner@nogden.org

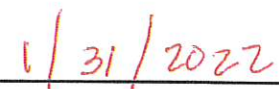
North Oaks Subdivision Phase 15 January 31, 2022 SUMMARY		
	Original Total	Remaining
<u>Street Improvements</u>		
Mobilization	\$2,000.00	\$0.00
Clear and Grub	\$9,100.00	\$0.00
8" Roadbase	\$44,433.90	\$0.00
Excavate & Fill Roadway to Sub Grade	\$48,000.00	\$0.00
Fine Grade Road Base	\$6,770.88	\$0.00
3" Asphalt	\$67,708.80	\$0.00
C&G prep + 8" base	\$9,775.50	\$0.00
C&G	\$40,131.00	\$0.00
ADA Ramp	\$5,200.00	\$5,200.00
Sidewalk 4' w/4" base	\$55,674.00	\$55,674.00
Sub - Total =	\$288,794.08	\$60,874.00
<u>Sanitary Sewer Improvements</u>		
8" PVC SDR-35	\$4,176.00	\$0.00
4" SSMH	\$3,600.00	\$0.00
4" Service Lateral	\$15,600.00	\$0.00
Bedding Gravel	\$5,625.00	\$0.00
Video Camera Sewerline	\$432.00	\$432.00
Concrete Collar Sewer MH	\$550.00	\$550.00
Concrete Collar Existing Sewer MHs	\$1,650.00	\$1,650.00
Connect to Existing SSMHs	\$1,750.00	\$0.00
Sub - Total =	\$33,383.00	\$2,632.00

Storm Drain Improvements		
15" RCP Pipe	\$24,725.00	\$0.00
18" x 48" SD Inlet Box	\$2,700.00	\$0.00
Catch Basin Filtration Sump Box	\$34,500.00	\$0.00
Bedding Gravel	\$11,812.50	\$0.00
Video Camera SD	\$840.00	\$0.00
Sub - Total =	\$74,577.50	\$0.00
Culinary Water Improvements		
8" C900 DR14	\$27,648.00	\$0.00
Connect to Existing Waterline	\$1,750.00	\$0.00
Water Meter and Service Line	\$18,525.00	\$0.00
8" MJ Bend	\$2,175.00	\$0.00
8" MJ Tee	\$1,990.00	\$0.00
8" MJ Gate Valve	\$7,600.00	\$0.00
Temporary Blow Off	\$2,000.00	\$0.00
FH	\$12,600.00	\$0.00
Concrete Collars - WV	\$2,400.00	\$2,400.00
Sand Bedding	\$7,650.00	\$0.00
Chlorinate & Test	\$2,200.00	\$0.00
Sub - Total =	\$86,538.00	\$2,400.00
Secondary Water Improvements		
6" C900 DR18	\$16,500.00	\$0.00
6" MJ Bends	\$2,600.00	\$0.00
6" Gate Valve	\$1,850.00	\$0.00
8" C900 DR18	\$7,384.00	\$0.00
8" x 6" Reducer	\$750.00	\$0.00
8" MJ Bends	\$725.00	\$0.00
8" MJ Tee	\$995.00	\$0.00
8" Gate Valve	\$2,150.00	\$0.00
Temporary Blow Off	\$1,000.00	\$0.00
Connect to Existing Secondary	\$1,750.00	\$0.00
Sand Bedding	\$8,245.00	\$0.00

Concrete Collars - WV	\$2,800.00	\$2,800.00
Single Service w/meter	\$1,900.00	\$0.00
Double Service w/meter	\$18,000.00	\$0.00
Sub - Total =	\$66,649.00	\$2,800.00
<u>Storm Water Pollution Prevention</u>		
Construction Entrance	\$5,000.00	\$0.00
Concrete Washout	\$850.00	\$0.00
Inlet Protection	\$1,250.00	\$0.00
Porta-Potty	\$375.00	\$250.00
Backlot Drainage Swale	\$3,648.00	\$3,648.00
Small sweeper	\$2,364.00	\$0.00
Sub - Total =	\$13,487.00	\$3,898.00
<u>Miscellaneous Improvements</u>		
Street Signs/Stop Sign	\$1,100.00	\$1,100.00
Import fill for trenches (if required)	\$16,660.00	\$0.00
Power Trenching	\$8,550.00	\$0.00
Power Crossing	\$3,900.00	\$0.00
3" Power Conduit	\$7,200.00	\$0.00
3" Power Fiberglass Sweep	\$4,400.00	\$0.00
Street Lights	\$11,000.00	\$11,000.00
Sub - Total =	\$52,810.00	\$12,100.00
TOTAL IMPROVEMENT COSTS	\$616,238.58	\$84,704.00
10% GUARANTEE		\$61,623.86
TOTAL ESCROW AMOUNT		\$146,327.86

SUBDIVISION COST ESTIMATE APPROVAL


 Lorin Gardner
 City Engineer


 Date



W3220085

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 15 day of Feb., 2022, **Regency Development**, 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 **North Oaks Cove Phase 15**. 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 **March 16, 2021**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (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 "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 **North Oaks Cove Phase 15**, and agrees to hold **\$146,327.86** (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 **North Oaks Cove Phase 15**. 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, Feb., 2022.

Regency ~~Inc~~ Development
Company Name

[Signature]
Signature, Manager (with Notary on next page)

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }
§
County of Weber }

On this 15th day of Feb., 2022, personally appeared before me, Eric Thomas, 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.



Jessica Gonzalez
Notary Public

7637 N. 400 E #127 N. Ogden
Residing at: UT 84414

My Commission Expires:
11/2/2024

NORTH OGDEN CITY CORPORATION



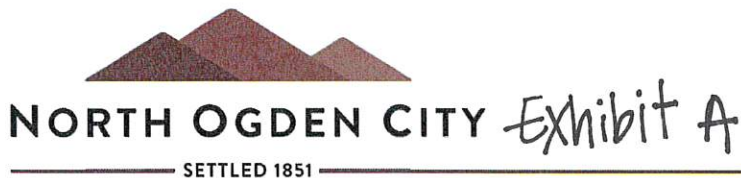
Mayor

ATTEST:



City Recorder





NOTICE OF DECISION

March 16, 2021

Tyson Lund
Olympus Investments
2637 N 400 E #127
North Ogden, Utah, 84414

Re: Final Plat Approval for North Oaks Cove Subdivision – Phase 15

The North Ogden City Planning Commission met on March 3rd, 2021 and made a motion to grant final approval of the North Oaks Cove Subdivision – Phase 15 subject to the conditions listed in the Staff Report, North Ogden City Engineer’s Report, and the requirements of the TRC Meeting Letter. In addition to the requirements contained in these documents the following issues will need to be addressed prior to getting a Mylar signed and recorded with Weber County.

- A note needs to be placed on the plat referencing the company, report number, and date of the geotechnical report.
• The Fire District has conducted a fire flow test, the results show that a home with a livable area over 6200 sq. ft. will need a fire sprinkler system.

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

Regards,

Kai Johnsen
Planning Technician
505 East 2600 North
North Ogden, UT 84414
Kjohnsen@nogden.org
(801) 737-2242



Exhibit C

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North Ogden City, Utah 84414

Regency Development, L.C., a Utah Limited Liability Company
875 East 3588 North
North Ogden City, Utah 84414

Old Republic National Title Insurance Company
5732 South 1475 East
Suite 100 Ogden, Utah 84403

The terms, conditions and stipulations of this agreement have been reviewed and are accepted by the parties to this agreement.

North Ogden City, a Municipal Corporation

By: *S. Neal Berube* 2-24-22
S. Neal Berube-Mayor Date

Attest:

North Ogden City, a Municipal Corporation

By: *Susan Nance* 02/24/2022
Susan Nance-City Recorder Date
Its



Regency Development, L.C., a Utah Limited Liability Company

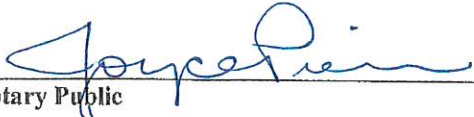
By: *E. Preston Thomas* 2-24-22
Eric Preston Thomas—Manager Date

Old Republic National Title Insurance Company

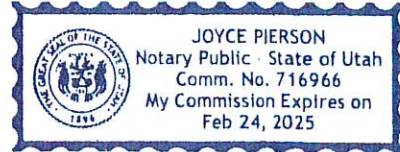
By: *Michael L. Hendry* 2-24-22
Michael L. Hendry-Vice President Date

State of Utah
County of Weber

On this the 24th day of February, 2022, S. Neal Berube and Susan Nance, as Mayor and City Recorder of North Ogden City, a Municipal Corporation, acknowledged before me, a Notary Public, in the State of Utah, that this document, was executed by them, in the capacities stated and was done in accordance with resolution made by the City Council of North Ogden City, a Municipal Corporation.



Notary Public



State of Utah
County of Weber

On this the 24th day of February, 2022, Eric Preston Thomas, as Manager of Regency Development, L.C., a Utah Limited Liability Company, acknowledged before me, a Notary Public, in the State of Utah, that this document, was executed by him, in the capacity stated, and in accordance with the authority conveyed upon him, as stipulated in the operating agreement of said limited liability company.




Notary Public



State of Utah
County of Weber

On this the 24 day of February, 2022, Michael L. Hendry, as Vice President of Old Republic National Title Insurance Company, acknowledged before me, a Notary Public, in the State of Utah, that this document, was executed by him, in the capacity stated and in accordance with a corporation resolution of said corporation.



Notary Public



Exhibit A



NORTH OGDEN CITY

— SETTLED 1851 —

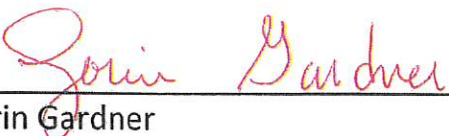
Lorin Gardner
City Engineer
lgardner@nogden.org

North Oaks Subdivision Phase 15 January 31, 2022 SUMMARY		
	Original Total	Remaining
<u>Street Improvements</u>		
Mobilization	\$2,000.00	\$0.00
Clear and Grub	\$9,100.00	\$0.00
8" Roadbase	\$44,433.90	\$0.00
Excavate & Fill Roadway to Sub Grade	\$48,000.00	\$0.00
Fine Grade Road Base	\$6,770.88	\$0.00
3" Asphalt	\$67,708.80	\$0.00
C&G prep + 8" base	\$9,775.50	\$0.00
C&G	\$40,131.00	\$0.00
ADA Ramp	\$5,200.00	\$5,200.00
Sidewalk 4' w/4" base	\$55,674.00	\$55,674.00
Sub - Total =	\$288,794.08	\$60,874.00
<u>Sanitary Sewer Improvements</u>		
8" PVC SDR-35	\$4,176.00	\$0.00
4" SSMH	\$3,600.00	\$0.00
4" Service Lateral	\$15,600.00	\$0.00
Bedding Gravel	\$5,625.00	\$0.00
Video Camera Sewerline	\$432.00	\$432.00
Concrete Collar Sewer MH	\$550.00	\$550.00
Concrete Collar Existing Sewer MHs	\$1,650.00	\$1,650.00
Connect to Existing SSMHs	\$1,750.00	\$0.00
Sub - Total =	\$33,383.00	\$2,632.00

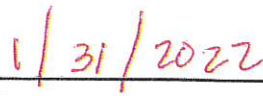
Storm Drain Improvements		
15" RCP Pipe	\$24,725.00	\$0.00
18" x 48" SD Inlet Box	\$2,700.00	\$0.00
Catch Basin Filtration Sump Box	\$34,500.00	\$0.00
Bedding Gravel	\$11,812.50	\$0.00
Video Camera SD	\$840.00	\$0.00
Sub - Total =	\$74,577.50	\$0.00
Culinary Water Improvements		
8" C900 DR14	\$27,648.00	\$0.00
Connect to Existing Waterline	\$1,750.00	\$0.00
Water Meter and Service Line	\$18,525.00	\$0.00
8" MJ Bend	\$2,175.00	\$0.00
8" MJ Tee	\$1,990.00	\$0.00
8" MJ Gate Valve	\$7,600.00	\$0.00
Temporary Blow Off	\$2,000.00	\$0.00
FH	\$12,600.00	\$0.00
Concrete Collars - WV	\$2,400.00	\$2,400.00
Sand Bedding	\$7,650.00	\$0.00
Chlorinate & Test	\$2,200.00	\$0.00
Sub - Total =	\$86,538.00	\$2,400.00
Secondary Water Improvements		
6" C900 DR18	\$16,500.00	\$0.00
6" MJ Bends	\$2,600.00	\$0.00
6" Gate Valve	\$1,850.00	\$0.00
8" C900 DR18	\$7,384.00	\$0.00
8" x 6" Reducer	\$750.00	\$0.00
8" MJ Bends	\$725.00	\$0.00
8" MJ Tee	\$995.00	\$0.00
8" Gate Valve	\$2,150.00	\$0.00
Temporary Blow Off	\$1,000.00	\$0.00
Connect to Existing Secondary	\$1,750.00	\$0.00
Sand Bedding	\$8,245.00	\$0.00

Concrete Collars - WV	\$2,800.00	\$2,800.00
Single Service w/meter	\$1,900.00	\$0.00
Double Service w/meter	\$18,000.00	\$0.00
Sub - Total =	\$66,649.00	\$2,800.00
<u>Storm Water Pollution Prevention</u>		
Construction Entrance	\$5,000.00	\$0.00
Concrete Washout	\$850.00	\$0.00
Inlet Protection	\$1,250.00	\$0.00
Porta-Potty	\$375.00	\$250.00
Backlot Drainage Swale	\$3,648.00	\$3,648.00
Small sweeper	\$2,364.00	\$0.00
Sub - Total =	\$13,487.00	\$3,898.00
<u>Miscellaneous Improvements</u>		
Street Signs/Stop Sign	\$1,100.00	\$1,100.00
Import fill for trenches (if required)	\$16,660.00	\$0.00
Power Trenching	\$8,550.00	\$0.00
Power Crossing	\$3,900.00	\$0.00
3" Power Conduit	\$7,200.00	\$0.00
3" Power Fiberglass Sweep	\$4,400.00	\$0.00
Street Lights	\$11,000.00	\$11,000.00
Sub - Total =	\$52,810.00	\$12,100.00
TOTAL IMPROVEMENT COSTS	\$616,238.58	\$84,704.00
10% GUARANTEE		\$61,623.86
TOTAL ESCROW AMOUNT		\$146,327.86

SUBDIVISION COST ESTIMATE APPROVAL



 Lorin Gardner
 City Engineer



 Date



NORTH OGDEN CITY STAFF REPORT

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 08-19-2024

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON NORTH OAKS COVE 17. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$49,637.50 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$49,637.50. 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.

PART OF THE SW.1/4, OF SECTION 21, T.7N., R.1W., S.L.B. & M.
NORTH OAKS COVE PHASE 17

IN NORTH OGDEN CITY
SCALE 1" = 60'

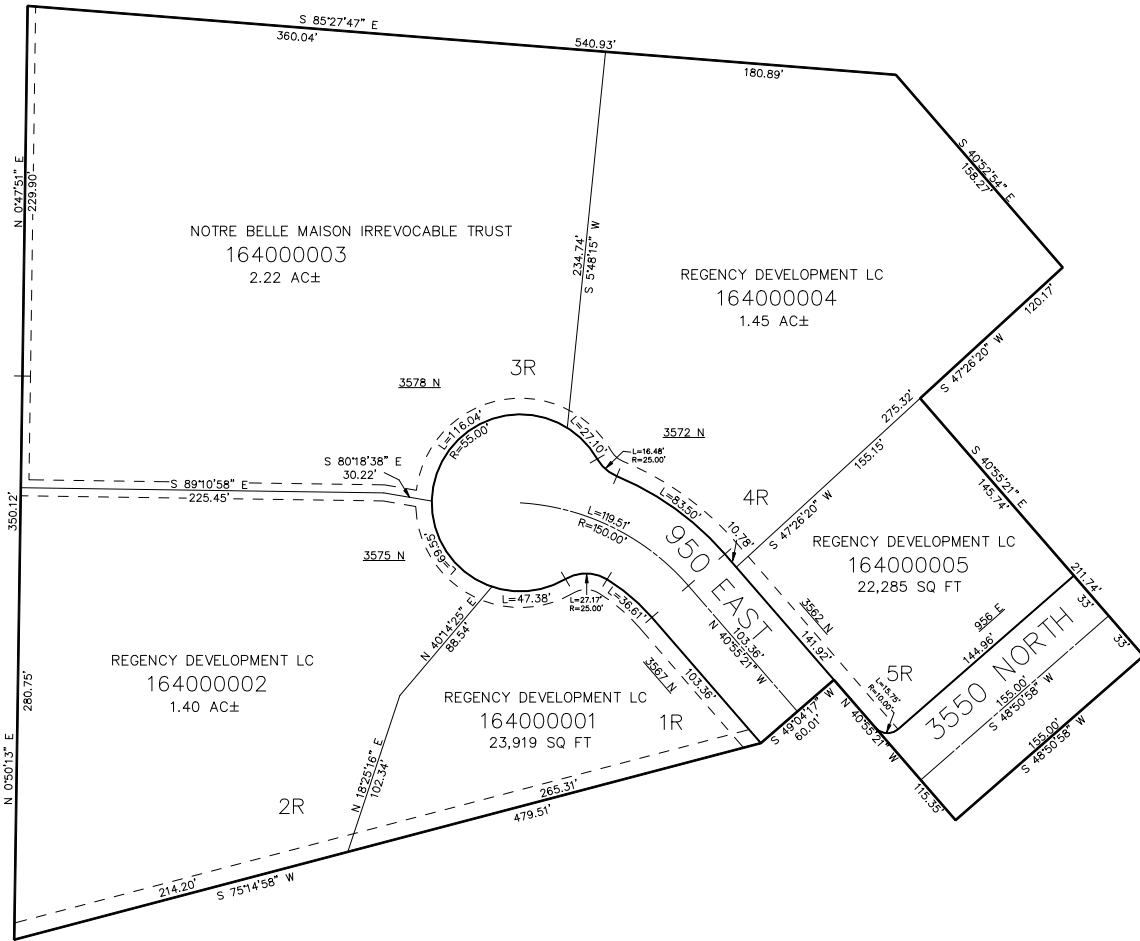
TAXING UNIT: 10

SEE PAGE 42

SEE PAGE 42

SEE PAGE 42

SEE PAGE 42



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 95, PAGE 67 OF RECORDS.



Item5.

W3282750



E# 3282750 PG 1 OF 7

LEANN H KILTS, WEBER CTY. RECORDER
08-MAY-23 2:48 PM FEE \$.00 SW
REC FOR: NORTH OGDEN CITY

SUBDIVIDER'S ESCROW AGREEMENT

Agreement made this 3rd day of May, 2023,

between North Ogden City, a municipal corporation of the State of Utah,
located in Weber County, Utah, (the "City"), and **Regency Development**
of **Weber County, Utah**, (the "Subdivider") and **Old Republic National Title**
Insurance Company of Weber County, Utah (the "Escrow Agent").

RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated ____ of _____, 2023, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **North Oaks Cove Subdivision Phase 17** and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, timing, or other considerations, 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 National Title Insurance Company**, hereby appointed Escrow Agent and Escrow Agent shall hold, in a separate escrow account or by sufficient guarantee outlined in NOC 12-4-1, 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, or provide for sufficient guarantee as allowed under North Ogden Code 12-4-1 the sum of **\$14,667.00** representing 10% 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, or released to Subdivider 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 **\$14,667.00** 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: *A. Neal Berke*
Mayor

Attest:

[Signature]
City Recorder



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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Name: *MICHAEL L. HENDRY*
Phone: *801-~~786~~ 479-1191*
Email: *mlhendry@oldrepublictitle.com*

Approved as to Form:

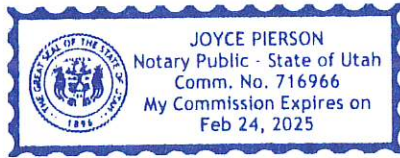
[Signature]
North Ogden City
Attorney

State of Utah }

§

County of Weber }

On this 31st day of May, 2023, personally appeared before me, Eric Thomas, 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.



Joyce Pierson
Notary Public

State of Utah }

§

County of Weber }

On this 2 day of May, 2023, personally appeared before me, Michael L. Hendry, 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.

Notary Public



Tarah Hargrove

Exhibit A

Item 5




PROJECT TITLE:
North Oaks Cove Phase 17
North Ogden, Utah

Eric Casperson, PE
 City Engineer
ecasperson@nogden.org

Developer: Regency
 March 9, 2023
 ESCROW SUMMARY FOR 950 EAST

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount	Escrow Amount Remaining
1	Grading and Surface Preparation	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$0.00
2	Fine Grading	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$0.00
3	8" Roadbase	700	TON	\$18.00	\$ 12,600.00	\$ 12,600.00	\$0.00
4	3" Asphalt	288	TON	\$105.00	\$ 30,240.00	\$ 30,240.00	\$0.00
5	Standard 30" Curb and Gutter	610	LF	\$19.50	\$ 11,895.00	\$ 11,895.00	\$0.00
6	4' Sidewalk	630	LF	\$27.00	\$ 17,010.00	\$ 17,010.00	\$0.00
7	ADA Ramp	0	Each	\$1,500.00	\$ 0.00	\$ 0.00	\$0.00
8	Street Lights (per city standards)	0	Each	\$3,500.00	\$ 0.00	\$ 0.00	\$0.00
9	Street Monument	0	Each	\$2,500.00	\$ 0.00	\$ 0.00	\$0.00
10	15" RCP Pipe	75	LF	\$76.00	\$ 5,700.00	\$ 5,700.00	\$0.00
11	18" x 48" SD Inlet Box	2	Each	\$2,700.00	\$ 5,400.00	\$ 5,400.00	\$0.00
12	Catch Basin Filtration Sump Box	2	Each	\$1,750.00	\$ 3,500.00	\$ 3,500.00	\$0.00
13	8" PVC SDR-35 (Green Pipe)	225	LF	\$40.00	\$ 9,000.00	\$ 9,000.00	\$0.00
14	4' SS Manhole w/ Collar	2	Each	\$4,300.00	\$ 8,600.00	\$ 8,600.00	\$0.00
15	5' SS Manhole w/ Collar	0	LF	\$5,300.00	\$ 0.00	\$ 0.00	\$0.00
16	4" Service Lateral	5	Each	\$2,000.00	\$ 10,000.00	\$ 10,000.00	\$0.00
17	8" C900 PVC DR 14 (Blue Pipe)	225	Each	\$27.00	\$ 6,075.00	\$ 6,075.00	\$0.00
18	8" Gate Valve w/ Collar	1	LS	\$1,900.00	\$ 1,900.00	\$ 1,900.00	\$0.00
19	Water Meter and Service Line	5	Each	\$1,425.00	\$ 7,125.00	\$ 7,125.00	\$0.00
20	2" Blow Off Valve	0	LF	\$1,000.00	\$ 0.00	\$ 0.00	\$0.00
21	Fire Hydrant w/ Valve and Collar	1	Each	\$6,300.00	\$ 6,300.00	\$ 6,300.00	\$0.00
22	Storm Water Pollution Prevention	0.5	LS	\$10,450.00	\$ 5,225.00	\$ 5,225.00	\$0.00
23	Street Signs	1	Each	\$550.00	\$ 550.00	\$ 550.00	\$0.00
24	Stop Signs	1	Each	\$550.00	\$ 550.00	\$ 550.00	\$0.00
25	Retaining Walls (to be paid by builder)	0	LF		\$ 0.00	\$ 0.00	\$0.00
Total:						\$ 146,670.00	\$0.00
Sub-total					\$ 146,670.00	\$ 146,670.00	\$0.00
10% Guarantee					\$ 14,667.00	\$ 14,667.00	\$ 14,667.00
TOTAL					\$ 161,337.00	\$ 161,337.00	\$ 14,667.00

Escrow Cost Estimate Approval


 Eric Casperson, PE
 City Engineer

Date 4/19/2023



W3282751

Item 5.

E# 3282751 PG 1 OF 9

LEANN H KILTS, WEBER CTY. RECORDER
08-MAY-23 2:48 PM FEE \$40.00 SW
REC FOR: NORTH OGDEN CITY

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 2nd day of May, 2023, **Regency Development**, 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 **North Oaks Cove Phase 17**. 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 **March 16, 2021**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (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 "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 **North Oaks Cove Phase 17**, and agrees to hold **\$64,304.50** (2 Escrows combined) (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.

Due to the uncertainty of the connection of 3550 North and Mountain Road. A separate escrow agreement will be established to hold until Mountain Road is built along the connection area, and feasibility is determined for the ability to make the connection. If it is determined that a connection to Mountain Road is not feasible North Ogden City agrees to vacate the ROW and return the property back to the developer.

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 **North Oaks Cove Phase 17**. 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 may - 2, 2023.

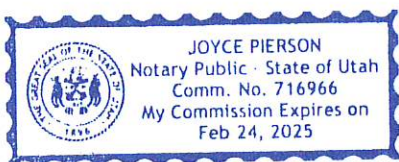
Regan 44 Development
Company Name

[Signature]
Signature, Manager (with Notary on next page)

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }
§
County of Weber }

On this 3rd day of May, 2023, personally appeared before me, Eric Thomas, 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.



Joyce Pierson
Notary Public

North Ogden City
Residing at:

My Commission Expires:
2/24/2025

NORTH OGDEN CITY CORPORATION



Mayor

ATTEST:



City Recorder

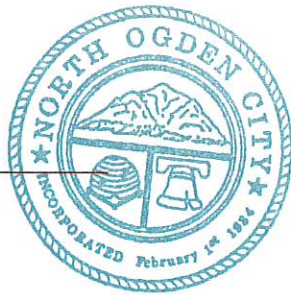




Exhibit A

NOTICE OF DECISION

March 18, 2021

Eric Thomas

Regency Development
1384 N Washington Boulevard
Ogden, Utah, 84414

Re: Final Plat Approval for North Oaks Cove Subdivision – Phase 17

The North Ogden City Planning Commission met on March 17, 2021 and made a motion to grant final approval of the North Oaks Cove Subdivision, Phase 17, subject to the conditions listed in the Staff Report, which are as follows:

- Requirements of the North Ogden City Engineer's Report.
- Requirements of the Technical Review Committee Letter.
- Geotechnical report. A note needs to be placed on the plat referencing the company, report number, and date of the geotechnical report. (Complete)
- A will serve letter for secondary water and for sanitary sewer from Central Weber Sewer needs to be provided for all lots in the subdivision prior to recording.
- The applicant be required to add a 6' tall fence in the rear yard of Lot 4 at the time of building permit or Mountain Road improvements.
- A recorded agreement is required for the 3550 North road extension improvements.

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

Regards,

Planning Director, AICP
505 East 2600 North
North Ogden, UT 84414
rscott@nogden.org
(801) 737-9841

Exhibit C.1

Item 5.



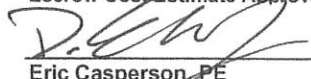
Eric Casperson, PE
City Engineer
ecasperson@nogden.org

PROJECT TITLE:
North Oaks Cove Phase 17
North Ogden, Utah

Developer: Regency
March 9, 2023
ESCROW SUMMARY FOR 3550 NORTH

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount	Escrow Amount Remaining
1	Grading and Surface Preparation	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
2	Fine Grading	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
3	8" Roadbase	300	TON	\$18.00	\$ 5,400.00	\$ 5,400.00	\$5,400.00
4	3" Asphalt	100	TON	\$105.00	\$ 10,500.00	\$ 10,500.00	\$10,500.00
5	Standard 30" Curb and Gutter	300	LF	\$19.50	\$ 5,850.00	\$ 5,850.00	\$5,850.00
6	4' Sidewalk	300	LF	\$27.00	\$ 8,100.00	\$ 8,100.00	\$8,100.00
7	ADA Ramp	0	Each	\$1,500.00	\$ 0.00	\$ 0.00	\$0.00
8	Street Lights (per city standards)	0	Each	\$3,500.00	\$ 0.00	\$ 0.00	\$0.00
9	Street Monument	0	Each	\$2,500.00	\$ 0.00	\$ 0.00	\$0.00
10	15" RCP Pipe	0	LF	\$76.00	\$ 0.00	\$ 0.00	\$0.00
11	18" x 48" SD Inlet Box	0	Each	\$2,700.00	\$ 0.00	\$ 0.00	\$0.00
12	Catch Basin Filtration Sump Box	0	Each	\$1,750.00	\$ 0.00	\$ 0.00	\$0.00
13	8" PVC SDR-35 (Green Pipe)	0	LF	\$40.00	\$ 0.00	\$ 0.00	\$0.00
14	4' SS Manhole w/ Collar	0	Each	\$4,300.00	\$ 0.00	\$ 0.00	\$0.00
15	5' SS Manhole w/ Collar	0	LF	\$5,300.00	\$ 0.00	\$ 0.00	\$0.00
16	4" Service Lateral	0	Each	\$2,000.00	\$ 0.00	\$ 0.00	\$0.00
17	8" C900 PVC DR 14 (Blue Pipe)	150	Each	\$27.00	\$ 4,050.00	\$ 4,050.00	\$4,050.00
18	8" Gate Valve w/ Collar	0	LS	\$1,900.00	\$ 0.00	\$ 0.00	\$0.00
19	Water Meter and Service Line	0	Each	\$1,425.00	\$ 0.00	\$ 0.00	\$0.00
20	2" Blow Off Valve	1	Each	\$1,000.00	\$ 1,000.00	\$ 1,000.00	\$1,000.00
21	Fire Hydrant w/ Valve and Collar	0	Each	\$6,300.00	\$ 0.00	\$ 0.00	\$0.00
22	Storm Water Pollution Prevention	0.5	LS	\$10,450.00	\$ 5,225.00	\$ 5,225.00	\$5,225.00
23	Street Signs	0	Each	\$550.00	\$ 0.00	\$ 0.00	\$0.00
24	Stop Signs	0	Each	\$550.00	\$ 0.00	\$ 0.00	\$0.00
25	Retaining Walls (to be paid by builder)	0	LF		\$ 0.00	\$ 0.00	\$0.00
Total:						\$ 45,125.00	\$45,125.00
	Sub-total				\$ 45,125.00	\$ 45,125.00	\$45,125.00
	10% Guarantee				\$ 4,512.50	\$ 4,512.50	\$ 4,512.50
	TOTAL				\$ 49,637.50	\$ 49,637.50	\$49,637.50

Escrow Cost Estimate Approval


Eric Casperson, PE
City Engineer

4/19/2023
Date

Exhibit C.2

Item 5.



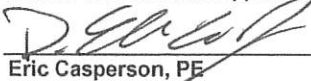
PROJECT TITLE:
North Oaks Cove Phase 17
 North Ogden, Utah

Eric Casperson, PE
 City Engineer
ecasperson@noqden.org

Developer: Regency
 March 9, 2023
 ESCROW SUMMARY FOR 950 EAST

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount	Escrow Amount Remaining
1	Grading and Surface Preparation	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$0.00
2	Fine Grading	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$0.00
3	8" Roadbase	700	TON	\$18.00	\$ 12,600.00	\$ 12,600.00	\$0.00
4	3" Asphalt	288	TON	\$105.00	\$ 30,240.00	\$ 30,240.00	\$0.00
5	Standard 30" Curb and Gutter	610	LF	\$19.50	\$ 11,895.00	\$ 11,895.00	\$0.00
6	4' Sidewalk	630	LF	\$27.00	\$ 17,010.00	\$ 17,010.00	\$0.00
7	ADA Ramp	0	Each	\$1,500.00	\$ 0.00	\$ 0.00	\$0.00
8	Street Lights (per city standards)	0	Each	\$3,500.00	\$ 0.00	\$ 0.00	\$0.00
9	Street Monument	0	Each	\$2,500.00	\$ 0.00	\$ 0.00	\$0.00
10	15" RCP Pipe	75	LF	\$76.00	\$ 5,700.00	\$ 5,700.00	\$0.00
11	18" x 48" SD Inlet Box	2	Each	\$2,700.00	\$ 5,400.00	\$ 5,400.00	\$0.00
12	Catch Basin Filtration Sump Box	2	Each	\$1,750.00	\$ 3,500.00	\$ 3,500.00	\$0.00
13	8" PVC SDR-35 (Green Pipe)	225	LF	\$40.00	\$ 9,000.00	\$ 9,000.00	\$0.00
14	4' SS Manhole w/ Collar	2	Each	\$4,300.00	\$ 8,600.00	\$ 8,600.00	\$0.00
15	5' SS Manhole w/ Collar	0	LF	\$5,300.00	\$ 0.00	\$ 0.00	\$0.00
16	4" Service Lateral	5	Each	\$2,000.00	\$ 10,000.00	\$ 10,000.00	\$0.00
17	8" C900 PVC DR 14 (Blue Pipe)	225	Each	\$27.00	\$ 6,075.00	\$ 6,075.00	\$0.00
18	8" Gate Valve w/ Collar	1	LS	\$1,900.00	\$ 1,900.00	\$ 1,900.00	\$0.00
19	Water Meter and Service Line	5	Each	\$1,425.00	\$ 7,125.00	\$ 7,125.00	\$0.00
20	2" Blow Off Valve	0	LF	\$1,000.00	\$ 0.00	\$ 0.00	\$0.00
21	Fire Hydrant w/ Valve and Collar	1	Each	\$6,300.00	\$ 6,300.00	\$ 6,300.00	\$0.00
22	Storm Water Pollution Prevention	0.5	LS	\$10,450.00	\$ 5,225.00	\$ 5,225.00	\$0.00
23	Street Signs	1	Each	\$550.00	\$ 550.00	\$ 550.00	\$0.00
24	Stop Signs	1	Each	\$550.00	\$ 550.00	\$ 550.00	\$0.00
25	Retaining Walls (to be paid by builder)	0	LF		\$ 0.00	\$ 0.00	\$0.00
Total:						\$ 146,670.00	\$0.00
	Sub-total				\$ 146,670.00	\$ 146,670.00	\$0.00
	10% Guarantee				\$ 14,667.00	\$ 14,667.00	\$ 14,667.00
	TOTAL				\$ 161,337.00	\$ 161,337.00	\$14,667.00

Escrow Cost Estimate Approval


 Eric Casperson, PE
 City Engineer

4/19/2023
 Date



Staff Report to the North Ogden City Council

SYNOPSIS

Description: We have been approached by Broadway on the Side, a local non-profit group, about having them sponsor the community theater program by partnering with the city to allow for free use of the facility and a share back of any profits made on the program.

Date: August 29, 2024

STAFF INFORMATION

Jon Call
jcall@nogden.org
801-737-9846

QUESTION FOR COUNCIL

Is the city open to partnering with an organization to take the lead on putting on community plays?

STAFF RECOMMENDATION

Staff recommends the city try this model for one year to reduce the financial risk to the city on putting on these types of community events.

DISCUSSION

Broadway on the side is proposing that they hold one or two programs next year. Their proposal is that the City allow them to use the facility for three weeks at no charge. One week of rehearsals, and two weeks of performances on Thursday, Friday and Saturday each week. At the conclusion of the event they would look at ticket sales and the city and Broadway on the Side would split the profits. We have had several discussions with them, but really need to lean on the council to make a decision about whether this type of a partnership should move forward. Their group needs to select the plays they would like to consider and get the rights tied up for next summer so they will need some clear guidance from the city sooner as opposed to later.

Amphitheater Reservations

2023

June

1. Chris Aaron Sober Riders DD
2. Community Jazz Festival DU
3. Courtney Wood Violin Recital DD
4. Nikki Cross Up with kids Summer Camp Show DU

July

1. Neal Berube Birthday Party DD
2. Celebration of Community Bands DU

August

1. Onstage Ogden Pan Performance DU (4-day performance)

September

1. Community Band End of Summer DU

2024

June

1. Community Jazz Festival DU
2. Cammie Yorgason Encore Connections Summer Camp DU
3. Courtney Wood Violin Recital DD
4. Kacey Aaron Sober Riders DD
5. Nikki Cross Up with Kids Summer Camp Show DU
6. Eric Sitterald Redemption Party DD

July

1. Blake Cevering Comedy Show DU
2. Celebration of Community Bands DU
3. Shelly Hubbard LDS Youth Music Festival DU

September

4. Community Band End of Summer DU



Staff Report to the North Ogden City Council

SYNOPSIS

Description: The Council wanted to review a draft version of the propose newsletter. This discussion will look at a rough draft version of the newsletter so the council can provide feedback for an official version of the newsletter to go out in October with the utility bills.

Date: August 29, 2024

STAFF INFORMATION

Jon Call
jcall@nogden.org
801-737-9846

QUESTION FOR COUNCIL

What additional types of information does the council want included in the newsletter?

STAFF RECOMMENDATION

Staff recommends we approve a newsletter format to start distribution with the October utility bills.

DISCUSSION

Staff will bring some examples of the type of newsletter content being proposed to be started in October. Suggestions on topics and reoccurring sections would be appreciated from the council and public.