

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
OCTOBER 5, 2023

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, October 5, 2023 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Jed Jenkins, Rachael Beal, Buddy Sadler, Luigi Panunzio, and Todd Skeen
Staff: Diane Hirschi, Dan Schuler, Brandon Richards
Present: Jarod Maw, Rob Ortega, Rod Layton, Cody Rhees, Mike Toone, Kylee Slater, Jim Kortright
Zoom: Jim Beesley

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

Approval of Minutes from September 21, 2023

Councilmember Sadler moved to approve the minutes from September 21, 2023. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Comments: Public

There were none.

Report from Planning Commission

Jarod Maw reported that they had a public hearing on the Housing Element of the General Plan. There were a couple people in attendance with some feedback. The public hearing was over but the Planning Commission is still accepting written feedback until November 9. There was a discussion about some of the prepared statistics that have been interesting. He also noted that the Planning Commission approved the subdivision amendment for Town Square Business Plaza.

Discussion/Motion: Conditional Final Acceptance of Stillcreek Village Phases 3A and 3B

The council received a letter from Dan and our engineer recommending conditional final acceptance.

Councilmember Jenkins moved to give conditional final acceptance to Stillcreek Village Phases 3A and 3B. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Presentation: Rod Layton – Childrens Justice Center

The Mayor introduced Rod Layton from the Childrens Justice Center. Rod reported on the progress of the building of the new Childrens Justice Center. He noted that the center helps victims of child sexual abuse cases. They are in the process of choosing a contractor and hopefully are about a month and a half away from digging. He came out in January 2022 and had a positive meeting with the council and the council agreed to support it. He just found out that in July of 2022, the council changed its mind. His purpose in coming out tonight is to make sure the council has the correct information. He has a copy of the minutes from July 21, 2022 and read them concerning the Childrens Justice Center. He wants to clarify the information in the minutes. First of all, Plain City is the only city that is not participating. He noted that the minutes say that the city turned back \$200,000 in ARPA funds. Rod Layton noted that this is not true and is thinking that there may be a confusion between CARES act money and ARPA funds. The Mayor reported that we all support the effort and feel it is necessary. Rod Layton reported that just since January, there have been 13 cases from Plain City. He noted that November is the biggest month. He noted that Plain City has Fremont, and the Justice Center helps students in abuse cases from Fremont so they graduate. Councilmember Beal asked if the \$200,000 sent back was CARES or ARPA. The Mayor said he would double check. Rod Layton noted that they are asking for \$42,000 and it can be split between 3-5 year. Most cities do it by an interlocal agreement. Councilmember Beal noted that we pay taxes to the County. Can they use tax money. Rod reported that he has never seen an entity have extra tax dollars to use a projects such as this. Most of the time, they use grants. In this case they are able to use ARPA money which is federal money. Councilmember Jenkins noted that there might be some confusion about it being all or nothing. Rod noted that the County Commissioners have been

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great and is giving about 4.5 million of their ARPA money to the project. Councilmember Jenkins feels that it is a great cause and supports it 100%. Rod reported that he will only ask the cities to participate once. He thought Plain City was on board and he just came out to correct some misinformation. The project will continue whether or not the City participates. They are building a nice facility that will be welcoming, peaceful and calm. The Mayor thanked Rod and noted that this will be on the next agenda.

Discussion/Motion: Subdivision Amendment – 2396 N 4350 W – Town Center Plaza – Cody Rhees

Cody Rhees is amending the plat for the Town Center Plaza. They are combining two buildings to make one bigger building. It was noted that the utilities were included in the POA. There was a discussion about impact fees. Cody will check with Trent and make sure the appropriate fees are paid. It was noted that a dentist is asking for a bigger building and is why they are combining the two smaller buildings. There was a question about why they are calling it lot 10. Cody explained that they had to change it for the county in preparation for a new tax ID number. Cody reported that there are two meters for the four buildings. Now there will be three and he will need to amend the POA. **Councilmember Sadler moved to approve the subdivision amendment for Town Center Plaza Revision 2 on the condition that it doesn't change the prior agreements with the city. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Purchase of Radios for Fire Department

The Mayor mentioned that the chief couldn't be here. He noted that we have talked about replacing radios due to state regulation but failed to put it in the budget. He reported that they received a bid for nine new radios from another city. They are new radios and never been used. The other city just got too many. These radios comply with the state guidelines. He noted that we will need to amend the budget very soon. It was noted that there is money in the budget to update radios and that money can be used towards the purchase of the new radios. **Councilmember Beal moved to approve the quote for new radios for the fire department at \$29,993.01. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Ordinance – Amending Zoning Ordinance Concerning Site Development Standards for Residential Zones

The Mayor noted that he had some questions. First of all, the council changed the DADU ordinance from 14 feet to 10 feet. Diane mentioned that the confusion lies in the fact that the Planning Commission passed the site development standards a while ago before the council changed the regulations on the DADU. Another question is the minimum height requirement. Jarod reported that they discussed this and didn't want the accessory building higher than the house. Another question posed is the verbiage of an accessory building that is 10 feet, except 5 feet if located at least 6 feet in the rear of the building. The Mayor asked if the Planning Commission would make drawings of this. The council is questioning the definition of "except". There was also a lengthy discussion about changing 1 to 5 feet and the fact that people are being told 3 ft due to fire wall. The council discussed the wasted property that 5 ft will bring. It was noted that the International Building Code must be taken into consideration concerning firewalls. The council felt it best to send it back to the Planning Commission concerning the 5 feet, add a drawing, and define "except" and discuss a minimum height requirement. **Councilmember Sadler moved to send this back to the Planning Commission for further review. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Site Plan Approval Process

It was noted that the purpose of this discussion was to see how the council wanted staff to handle new commercial businesses. In the past, the Planning Commission has reviewed all commercial business site plans. Do we still want to go that way? Councilmember Sadler feels that we should keep it as it has been. The state is slowly taking control away from cities. Cody Rhees noted that he probably started this discussion in that he has four new buildings and got site plan approval for all four shells. Now each individual business is being required to also do a site plan. Jarod noted that different types of businesses require different types of limits and feels that they need to come to the Planning Commission. Councilmember Sadler feels to keep it the way we are doing it. It was noted that the business license ordinance needs to be updated to show that we require a site plan and have the Planning Commission look at all site plans. **Councilmember Sadler moved to continue the commercial site plan as in the**

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past and update the commercial business license ordinance. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Motion: Approval of Business License

New – Home Occupation

Koenig Processing LLC Kaylee Koenig 3466 Bridlewood Ct mortgage loan processor

New - Commercial

Branded by Katie/Branded Beauties Katherine Barnett 2396 N 4350 W nails, lashes, pedicures, body art

Councilmember Beal moved to approve Koenig Processing and to table Branded by Katie. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 09/19/2023 to 09/30/2023. It was noted that the breaker needed to be replaced at Lee Olsen park. We have started buying headworks parts. Our salt shed is full and ready to go. **Councilmember Beal moved to approve and pay the bills as presented. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Beal noted that Silver Ridge went on a field trip to the Plain City Fire Station. She noted that the fire department personnel were great and the kids had a fun time. She also reported that there is a solar eclipse on Saturday, October 14 around 10: 30 am. She noted that it would be fun to get people together at a park and watch it. She noted that the full eclipse will be best viewed in Moroni.

Councilmember Sadler reported that the Utah League of Cities and Towns convention was great. He will bring some information to give to the council.

Councilmember Skeen asked about the status of the amphitheater. The Mayor noted to hold on as he will have some new information on it.

The Mayor noted that the state passed some legislation changing the land use authority that will be in effect the first of February. He asked the Planning Commission to work on those changes. It was noted that this will be an in-depth process and they may need help from a consultant. Brandon Richards offered to help and be involved in this. The Mayor noted that the Pumpkin Walk is coming up. Councilmember Beal noted that they are still looking for volunteers to set up displays for this event.

At 7:51 p.m. Councilmember Sadler moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

City Recorder

Mayor

Date approved _____

**INTERLOCAL COOPERATION AGREEMENT
FOR THE DISTRIBUTION OF CORONAVIRUS STATE AND LOCAL RECOVERY
FUNDS FOR THE CONSTRUCTION OF A NEW CHILDREN'S JUSTICE CENTER**

This agreement is made by and between Weber County ("County") and Plain City ("City"), individually referred to as "Party" and jointly referred to as "Parties," pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, County and City have received Coronavirus State and Local Fiscal Recovery Funds ("SLFRF funds") from the United States Treasury ("Treasury") and the State of Utah under the American Rescue Plan Act ("ARPA"); and

WHEREAS, the purpose of SLFRF funds is to mitigate the public health and economic impacts of the COVID-19 pandemic by maintaining vital public services and to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the Treasury, in its final interim rule governing SLFRF funds eligibility, has found that crime and violence has increased in communities due to the pandemic; and

WHEREAS, the Treasury has determined that funding community violence intervention programs and trauma recovery services for victims of crime are an eligible use for SLFRF funds; and

WHEREAS, the State of Utah, pursuant to Utah Code Ann. 67-5b-101 et seq., has established the Children's Justice Center Program to provide a comprehensive, multidisciplinary, intergovernmental response and services to victims of child abuse; and

WHEREAS, the Weber/Morgan Children's Justice Center ("CJC") was established to not only provide a neutral, child-friendly program where interviews are conducted and services are provided to facilitate the effective and appropriate disposition of child abuse cases, but to establish and maintain a multidisciplinary team to aid in the delivery of as many services as possible to child abuse victims and their families; and

WHEREAS, the CJC is a community resource that benefits all residents residing within Weber County and Morgan County; and

WHEREAS, the demand for CJC services has steadily increased over the years and the capacity to provide those services has reached a point where it is no longer feasible to do so at the CJC's current location; and

WHEREAS, the County, municipalities, and various community stakeholders, such as the Friends of the Children's Justice Center and Ogden School District, have come together in an effort to construct a new, centrally-located CJC building capable of providing these vital community services well into the future; and

WHEREAS, a parcel of land currently owned by the Ogden School District located at 1845 Jackson Avenue, in Ogden, Utah, has been selected a suitable site for the construction of a new CJC building; and

WHEREAS, the County and Ogden City have agreed to rezone the property to specifically allow the CJC to be constructed and to operate on the parcel (a copy of the draft development agreement is attached as Exhibit A); and

WHEREAS, construction costs for the new CJC building are to be made up of SLFRF contributions from participating municipalities, proceeds from the sale of the current CJC building, and contributions from other generous community stakeholders and supporters of the CJC;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION ONE SCOPE

1. County will commit approximately \$1,000,000 (one million) toward the construction of a new CJC with its allocated SLFRF funds.
2. City will contribute a portion of its SLFRF funds in the amount of \$42,310.00 toward the building of a new CJC. City's contribution amount was determined by the average percentage of case referrals by the City to the CJC for services over the past three years.
3. City shall deposit its contribution with the Weber County Treasurer. City's contribution shall remain on deposit with the County and not be dispersed until the following occurs:
 - a. Ogden School District has recorded a conveyance of the parcel to the County;
 - b. County has received all necessary zoning and subdivision approvals from Ogden City that will allow construction to move forward; and
 - c. County has a received a signed agreement from the Friends of the Children's Justice Center that proceeds from the sale of the current CJC building will be allocated toward the construction of the new CJC building.
4. County shall only use SLFRF funds to cover eligible expenses that are necessary for the completion of the new CJC building. These expenses must be incurred by December 31, 2024 and paid in full by December 31, 2026.
5. Once construction is complete, County will own and operate the new CJC in accordance with state statute.

SECTION TWO

TERM OF AGREEMENT

1. The term of this agreement begins on the date it is fully executed by the Parties and will remain in effect until County has completed all applicable administrative actions, reporting requirements, and any other project work required under ARPA and the Treasury's final rule pertaining to the use of SLFRF funds.

SECTION THREE REIMBURSEMENT FOR SERVICES PROVIDED

1. County agrees that it will not receive any compensation from the City for services provided under this agreement.

SECTION FOUR RECORDS

1. All records created or received by County in accordance with this agreement shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by the City at any reasonable time. County shall retain records associated with the project for a period required by state or federal law, whichever is greater.

SECTION FIVE REPORTING REQUIREMENTS

1. County shall submit such reports and adhere to all conditions and obligations as required by the City, including but not limited to, SLFRF Reporting requirements.

SECTION SIX INDEMNIFICATION

1. County agrees to indemnify and hold City and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
2. City agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.
3. Notwithstanding the foregoing, County and City are governmental entities under the

Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SEVEN ADMINISTRATION

1. This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of the participating Parties.

SECTION EIGHT MISCELLANEOUS

1. Amendment. This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and City.
2. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:
 - a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the City.
 - b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
 - c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
 - d. The Parties agree that they are not creating an interlocal entity by this agreement.
4. Further Assurance. Each of the Parties agrees to 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.
5. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties’ intent in entering into this agreement.
6. Governing Law. This agreement is made and entered into subject to the provisions of the

Interlocal Agreement

CJC Funding Agreement – Plain City

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laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

7. Headings. The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.
8. Counterparts. This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.
9. Entire Agreement. This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Scott K. Jenkins, Chair

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office

PLAIN CITY

By _____
, Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

EXHIBIT A

AGREEMENT FOR DEVELOPMENT OF LAND
At 1845 Jackson Avenue, Ogden, Utah

This Agreement for Development of Land, hereinafter referred to as "the AGREEMENT," entered into this ___ day of 20____, between Ogden City Corporation, a Utah municipal corporation, hereinafter referred to as "the CITY," and Weber County, Utah, hereinafter referred to as "DEVELOPER."

RECITALS

WHEREAS, in furtherance of the objectives of the Ogden City General Plan, the CITY has considered an application for a zone change on certain real property located at approximately 1845 Jackson Avenue, in Ogden City, which property is hereinafter referred to as the "SUBJECT AREA," from its present zoning Single-Family Residential (R-1-5) and Open Space (O-1) to Community Commercial, Conditional Overlay (C-2 (CO)) in accordance with the provisions and requirements of Chapter 15-29 of the CITY's zoning ordinance;

WHEREAS, DEVELOPER has presented to the CITY a general proposal for development in the SUBJECT AREA, which provides for development in a manner consistent with the Ogden City General Plan;

WHEREAS, DEVELOPER represents that it is the owner, or will obtain ownership, of the real property located in the SUBJECT AREA;

WHEREAS, DEVELOPER desires approval by the City Council of the C-2 (CO) zoning for the SUBJECT AREA;

WHEREAS, the CITY is willing to grant the approval of such rezoning subject to DEVELOPER agreeing to certain requirements and restrictions of use and development within the SUBJECT AREA, which requirements and restrictions are intended to:

1. Eliminate potential uses otherwise allowed under the C-2 zone, the development of which would not be consistent with the General Plan, and
2. Provide protection to surrounding property and associated property values;

WHEREAS, the CITY believes that the development in the SUBJECT AREA pursuant to the terms of this AGREEMENT is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents;

WHEREAS, DEVELOPER agrees and desires to proceed with the development and use of the SUBJECT AREA subject to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, does hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

1.01 "CITY." The "CITY" shall mean Ogden City Corporation, a Utah municipal corporation. The principal office of the CITY is located at 2549 Washington Boulevard, Ogden City, Utah 84401.

1.02 "CONCEPT PLAN." The "CONCEPT PLAN" is the plan depicting the proposed development along with certain conditions and restrictions of development by the Ogden City Planning Commission and Ogden City Council, pursuant to the terms of this AGREEMENT, attached hereto as Attachment "B" and made a part of this AGREEMENT by this reference. The CONCEPT PLAN is not intended to depict the final site plan, which will need to be altered to comply with the requirements of the conditional use permit and any applicable zoning regulations.

1.03 "DEVELOPER." "DEVELOPER" shall mean Weber County, Utah, or its successors and assigns.

1.04 "PROPOSED DEVELOPMENT". The "PROPOSED DEVELOPMENT" includes the development of the SUBJECT AREA and the construction of an institutional building as generally reflected on the CONCEPT PLAN.

1.05 "SUBJECT AREA". The "SUBJECT AREA" shall mean the parcel of real property located generally at 1845 Jackson Avenue, as legally described and depicted on the attached Attachment "A", consisting of approximately 84,080 square feet.

ARTICLE II CONDITIONS PRECEDENT

2.01 This AGREEMENT shall not take effect until:

A. The Ogden City Council has approved the AGREEMENT as a condition of such rezoning of the SUBJECT AREA to C-2 (CO) and the Mayor has executed this AGREEMENT on behalf of the CITY;

B. DEVELOPER acquires in fee simple ownership all the real property constituting the SUBJECT AREA for the purpose of binding the owners, their successors and assigns to the terms of this AGREEMENT.

C. DEVELOPER demonstrates to the satisfaction of the City Attorney that it is the owner of the subject area, for the purpose stated in paragraph B above, by delivering to the CITY a copy of the deed of the conveyance and a copy of the title policy or other documentation verifying that DEVELOPER is the sole owner of the property, or, if held in escrow, pending approval by the city Attorney, the deed to convey or conveying

the SUBJECT AREA to DEVELOPER and a copy of the title commitment and escrow instructions therefor.

**ARTICLE III
DEVELOPER'S COVENANTS
REGARDING FUTURE DEVELOPMENT AND USE**

3.01 DEVELOPER, and its successors and assigns, hereby waive the right to use or occupy the land comprised of the SUBJECT AREA or to use, occupy or erect thereon any building or structure designed, erected, altered, used, or occupied for any use not reasonably related to the following uses: a Children's Justice Center Program or a professional office for child counseling services.

3.02 DEVELOPER hereby waives the right to use, occupy or erect upon the SUBJECT AREA any structure designed, erected, altered, used, or occupied which does not comply with the following site development standards:

A. A single main building shall be constructed on the property not to exceed 15,000 square feet floor area and 2 ½ stories and 35 feet building height.

B. The main building shall be designed to appear to be residential building similar to those shown in Attachment B. The building and any accessory buildings comply with the design standards for single-family dwellings and accessory buildings shown in Ogden City Code 15-5-5 for the East Central District, other than building size as provided in subsection A above.

**ARTICLE IV
CITY'S UNDERTAKINGS**

4.01 If this AGREEMENT is approved by the Ogden City Council as provided in Section 2.01, the zoning on the SUBJECT AREA shall change from its present zoning of R-1-5 and O-1 to C-2 (CO) by ordinance of the Ogden City Council subject only to the terms and conditions of this AGREEMENT. Upon execution of this AGREEMENT by the Mayor and DEVELOPER, such rezoning shall immediately take effect.

4.02 Upon written request from DEVELOPER, the zoning on the SUBJECT AREA shall revert to its prior zoning of R-1-5 and O-1, subject to the applicant demonstrating to the satisfaction of the Mayor that the use of the SUBJECT AREA as a Children's Justice Center Program or a professional office for child counseling services has ceased. The reversion of zoning shall take effect immediately upon such written determination by the Mayor, which shall not be unreasonably withheld. Improvements made subject to this agreement may remain, and thereafter the SUBJECT AREA may be used only for a permitted or conditional use as provided in the reverted zone.

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.01 CITY Approval Required. The development plans, and any changes thereto, must be approved by the CITY pursuant to the requirements of the City zoning ordinance and all other applicable provisions of the Ogden City Municipal Code. In addition to any standards, requirements, or regulations imposed by City ordinance, the development plans shall also be reviewed by the CITY to determine compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein. This approval is in addition to any required CITY approval which is directed to zoning, engineering or structural matters or compliance with building codes and regulations or applicable City, State or Federal law relating to land use or construction standards. The CITY's determination, respecting compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein, shall be final; provided that DEVELOPER reserves all rights as to the appeal of any administrative determinations of the CITY.

5.02 Issuance of Permits. DEVELOPER shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Ogden City Community Development Department and other appropriate departments and agencies. DEVELOPER shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this AGREEMENT and grounds for termination of this AGREEMENT at the option of the CITY and the exercise of the remedies contained herein.

5.03 CITY Obligations Conditional. The obligations of the CITY, as set forth in this AGREEMENT, are subject to the condition that DEVELOPER shall not be in default of its obligations hereunder at any time; provided that obligations of CITY will continue upon DEVELOPER's cure of any such default in accordance with paragraph 6.01.

5.04 Completion Date. DEVELOPER agrees for itself, and its successors and assigns, to promptly begin and diligently prosecute to completion, the PROPOSED DEVELOPMENT of the SUBJECT AREA, through the obtaining of all necessary building and engineering permits, and after the issuance of such permits the subsequent construction of the improvements thereon, and that such permits shall be obtained and such construction shall in any event commence within two (2) years of the date of this AGREEMENT and, once commenced, be diligently pursued, and shall be completed no later than three (3) years from the date of this AGREEMENT.

5.05 Access to the SUBJECT AREA. The CITY, for the purpose of inspection, and whenever and to the extent necessary, to carry out the purposes of this and other sections or provisions of the AGREEMENT shall be permitted access to the SUBJECT AREA, so long as the same shall not unreasonably interfere with the use and development of the SUBJECT AREA consistent with the terms and conditions of this AGREEMENT.

ARTICLE VI REMEDIES

6.01 **Remedies Upon Default or Breach.** In the event of any default in or breach of this AGREEMENT, or any of its terms or conditions, either party hereto or any permitted successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. If such default or breach cannot reasonably be cured within said thirty (30) day period, the party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such breach and shall continue diligently thereafter to cure or remedy such breach or default in a timely manner. In case such action is not taken, or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to:

A. Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or

B. Terminate this AGREEMENT. If DEVELOPER is the defaulting party, upon termination, the CITY may institute proceedings to change the zoning to the zoning designations that existed prior to the changing of the zoning to C-2 (CO).

6.02 **Additional Remedies of CITY.** Notwithstanding anything in this AGREEMENT to the contrary, it is agreed by the parties hereto that (unless due to the provisions of Section 6.04 below) if DEVELOPER fails to commence construction within three (3) years of the date of this AGREEMENT, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY to terminate this AGREEMENT and the CITY may institute proceedings to change the zoning to the zoning designation that existed prior to the changing of the zoning to C-2 (CO),

6.03 **Waiver of Objection and Hold Harmless.** If CITY institutes proceedings to change the zoning to the original zoning designation in accordance with the provisions of this AGREEMENT, DEVELOPER, its successors, and assigns, hereby waives any objection to the zone change and hereby releases, indemnifies, and holds the CITY harmless from any actions that may be brought by DEVELOPER, its successors, and assigns, in respect of any such zoning change.

6.04 **Enforced Delay Beyond Parties Control.** For the purposes of any other provisions of this AGREEMENT, neither the CITY nor DEVELOPER, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the SUBJECT AREA for development, the seeking or obtaining of permits, or beginning and completion of construction of improvements, or progress in respect thereto, in the event the enforced delay in the performance of such obligations are due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or unforeseeable delays of contractor or subcontractors due to such causes.

6.05 Extension by the CITY. The CITY, in writing, may extend the time for DEVELOPER's performance of any term, covenant, or condition of this AGREEMENT or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of DEVELOPER's obligations and does not constitute a waiver of the CITY's right with respect to any other term, covenant or condition of this AGREEMENT or any other default in, or breach of, this AGREEMENT.

ARTICLE VII GENERAL PROVISIONS

7.01 Assignability. DEVELOPER shall not assign this AGREEMENT or any rights or interests herein without the prior written consent of the CITY, except that, upon notice to the CITY, DEVELOPER shall have the right to assign and transfer this AGREEMENT and its rights and obligations hereunder to an entity controlled by or under common control with DEVELOPER, so long as any such entity shall consent in writing to be bound by the terms of this AGREEMENT. Any assignee approved by the CITY shall consent in writing to be bound by the terms of this AGREEMENT as a condition of the assignment. DEVELOPER shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this AGREEMENT separate from DEVELOPER's interest in the SUBJECT AREA.

7.02 Successors and Assigns of DEVELOPER. This AGREEMENT shall be binding upon DEVELOPER and its successors and assigns and where the term "DEVELOPER" is used in this AGREEMENT, it shall mean and include the successors and assigns of DEVELOPER except that the CITY shall have no obligation under this AGREEMENT to any unapproved, or otherwise unauthorized, successor or assign of DEVELOPER.

7.03 Reserved Legislative Powers. Nothing in this AGREEMENT shall limit the future exercise of the police power by the CITY in enacting zoning, subdivision development and related land use plans, policies, ordinances, and regulations after the date of this AGREEMENT.

7.04 Minimum Zoning Standards and Vested Rights. It is not the intention of this AGREEMENT to waive any existing minimum zoning standards, or to restrict the ability of the CITY Council to enact additional standards in the future. The only vested right obtained by DEVELOPER in the approval of this AGREEMENT as part of the rezoning, is the right under the terms and conditions of this AGREEMENT, to apply for site plan approval and building permits.

7.05 No Joint Venture or Partnership. This AGREEMENT does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto.

7.06 Third Party Beneficiaries. Any claims of third-party benefits under this AGREEMENT are expressly denied.

7.07 Agreement to Run with the Land. This AGREEMENT shall be recorded against the property referred herein as the SUBJECT AREA. The AGREEMENT contained herein shall

be deemed to run with the land and shall be binding on all successors in the ownership of SUBJECT AREA.

7.08 Integration. This AGREEMENT contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7.09 Authority. The parties represent that each has the requisite authority to enter into this AGREEMENT and that the same has been duly authorized by all necessary or appropriate corporate or regulatory action.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly executed on its behalf and _____ DEVELOPER has caused the same to be duly executed on its behalf, on and as of the day and year first written above.

CITY: OGDEN CITY CORPORATION,
a Utah Municipal Corporation

By: _____
Michael P. Caldwell, Mayor

ATTEST:

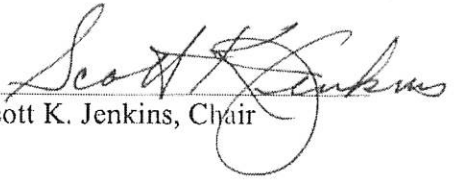
City Recorder

APPROVED AS TO FORM:

City Attorney

DEVELOPER: BOARD OF COUNTY
COMMISSIONERS OF WEBER COUNTY,
UTAH

By:


Scott K. Jenkins, Chair

ATTEST:


Ricky Hatch, County Clerk

ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

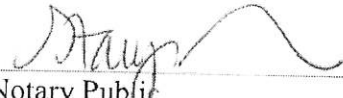
On this _____ day of _____, 20____, personally appeared before me, Michael P. Caldwell, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Mayor of Ogden City, a municipal corporation, and that the foregoing document was signed by him in behalf of said Ogden City, and that said Ogden City executed the same.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 14 day of June, 2022, personally appeared before me, Scott K. Jenkins who being by me duly sworn did say that he is the chair of Board Of County Commissioners of Weber County, Utah, and that the foregoing instrument was signed on behalf of said board of commissioners, and he acknowledged to me that said chair executed the same.





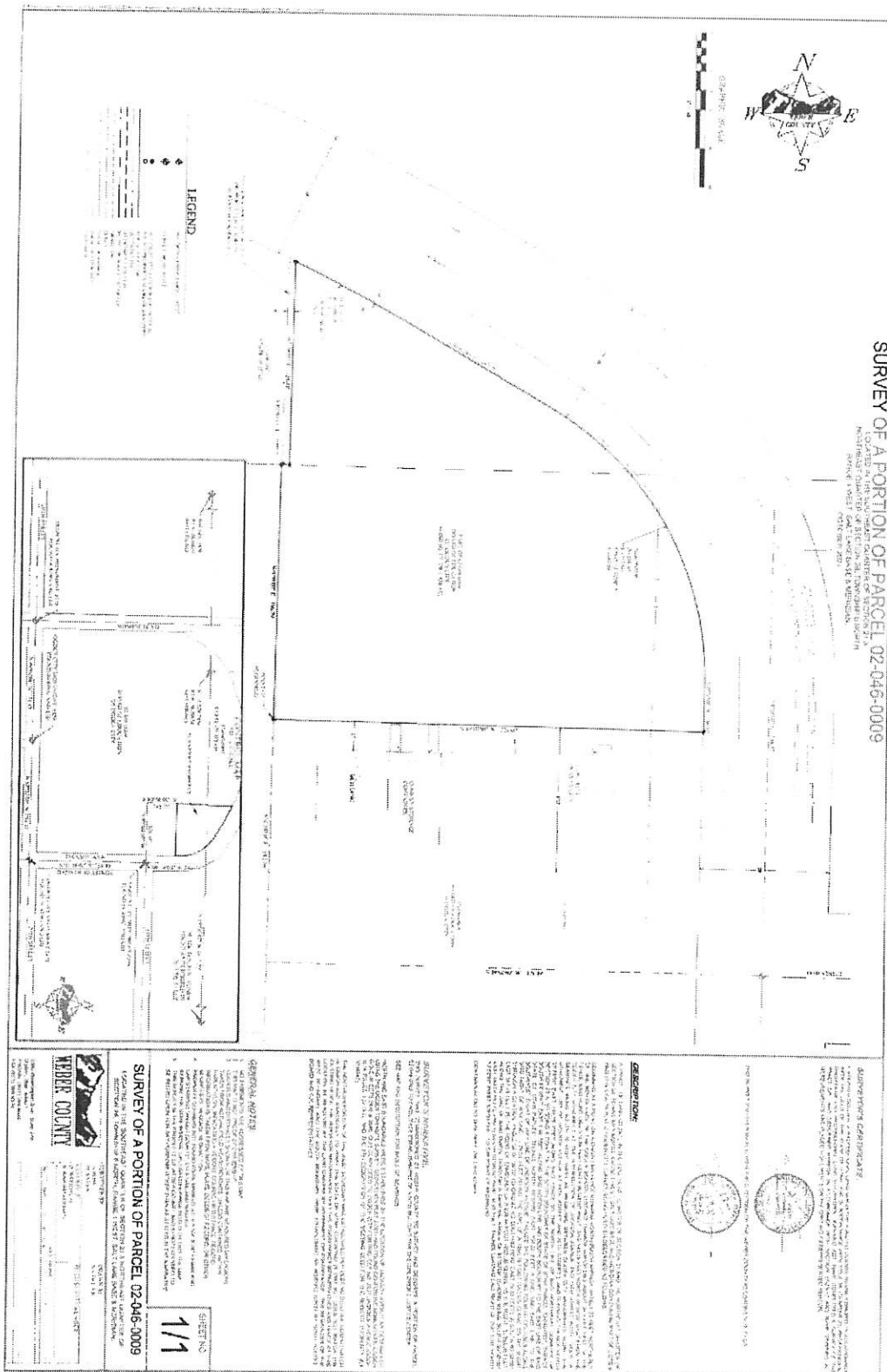
Notary Public

ATTACHMENT A: MAP AND LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CONTAINING PART OF LOTS 9 AND 10 BLOCK 59 PLAT C OGDEN CITY SURVEY, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A CHAIN LINK FENCE RUNNING NORTH/SOUTH APPROXIMATELY 22 FEET NORTHERLY OF THE NORTH FACE OF THE OGDEN SCHOOL DISTRICT GARAGE WHICH LIES ABOUT 34 FEET EAST OF THE FENCE, SAID POINT LIES 378.49 FEET NORTH 89°02'00" WEST, AND 183.76 FEET NORTH 00°58'00" EAST FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF JACKSON AVENUE AND 19TH STREET (NOTE: BASIS OF BEARINGS BEING SOUTH 00°58'00" WEST AS MEASURED BETWEEN OGDEN CITY MONUMENTS ALONG THE MONUMENT LINE OF JACKSON AVENUE AT 19TH STREET AND 20TH STREET.); AND RUNNING THENCE NORTH 00°58'00" EAST 196.79 FEET ALONG SAID FENCE TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28 ALSO BEING A POINT ON THE SOUTH BOUNDARY OF STATE OF UTAH PARCEL 13-040-0031; THENCE SOUTH 89°05'47" EAST 5.99 FEET ALONG SAID NORTH LINE AND SOUTH BOUNDARY TO THE EAST LINE OF SAID STATE OF UTAH PARCEL; THENCE NORTH 00°58'00" EAST 156.32 FEET ALONG SAID EAST LINE TO THE SOUTHWEST RIGHT OF WAY LINE OF JACKSON AVENUE; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID RIGHT OF WAY LINE: 1) 79.55 FEET ALONG THE ARC OF A 1096.78-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°09'20" (CHORD BEING SOUTH 62°06'40" EAST 79.53 FEET); 2) SOUTH 60°02'00" EAST 147.78 FEET TO THE POINT OF TANGENCY OF A 238.44-FOOT RADIUS CURVE TO THE RIGHT, 3) 253.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°00'05" (CHORD BEING SOUTH 29°32'00" EAST 242.04 FEET), AND 4) SOUTH 00°58'00" WEST 36.91 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89°02'00" WEST 329.00 FEET TO THE POINT OF BEGINNING.

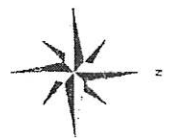
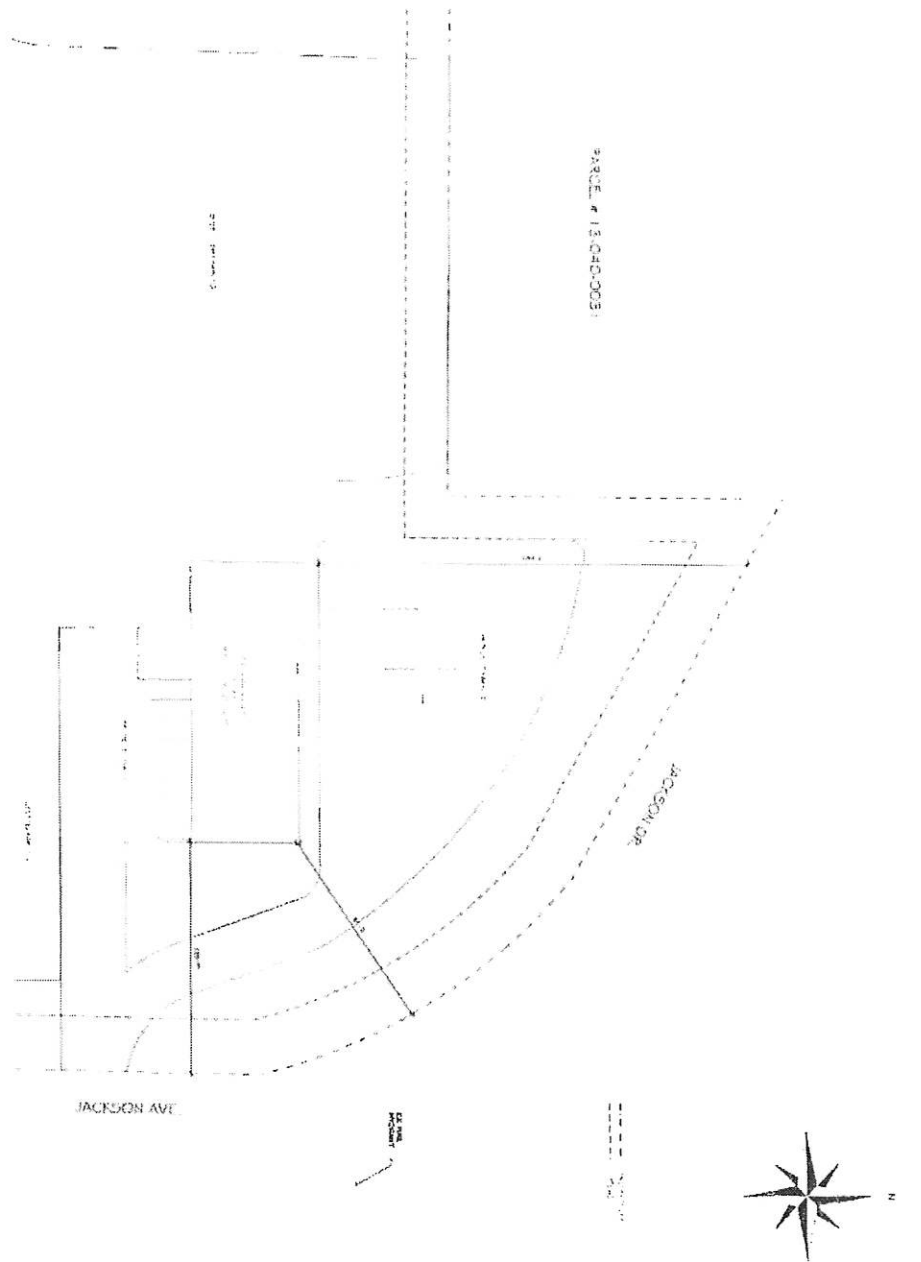
CONTAINS 84,080 SQUARE FEET, OR 1.930 ACRES.



ATTACHMENT B: CONCEPT DEVELOPMENT PLAN

10/3/2021

Mail - RODNEY LAYTON - Outlook



2108 Van Ness Ave.
Ogden, Utah 84401

Weber/Morgan
CJC

Raymond C. Morgan

Document Title:
September 28, 2021
Document Phase:
Document Type:
Author:
Reviewer:

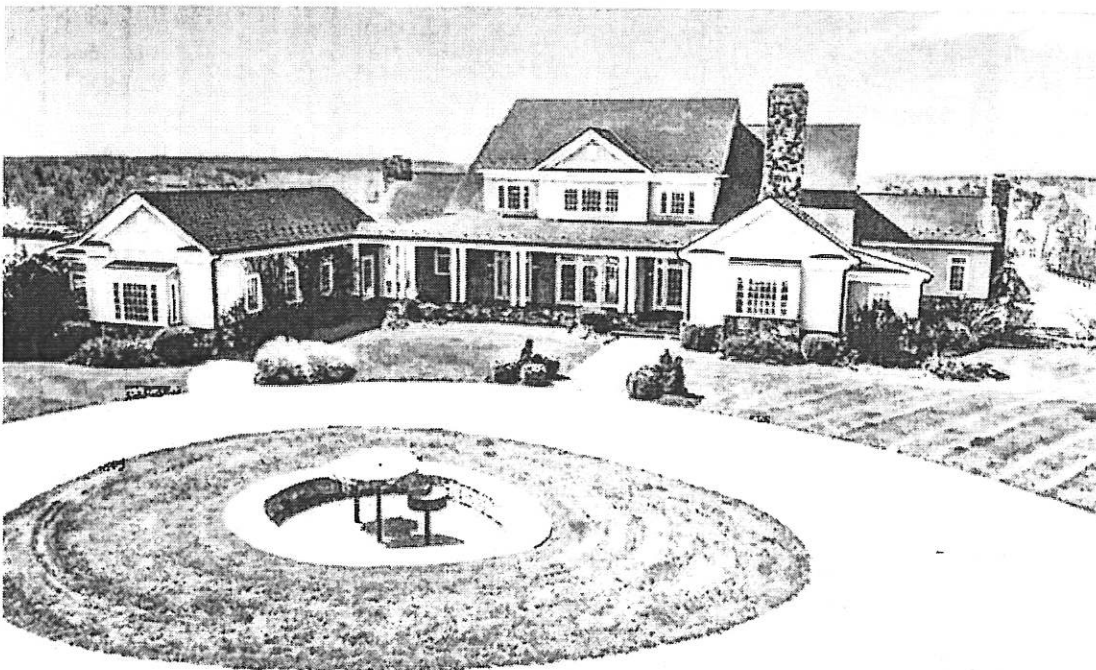
Project Detail

A1.2

<https://outlook.live.com/mail/0/d/ADA6A6DAWATcmAHD0J7WUMGJZQAMDACTJWC9BGAADVZ5fIm3SEayrhQJ9VQCQQA8N8PWW8%2FMEYRVQGNUX%2BnAAAAgEMAAAA8N8PWW8%2...> 2/2

The attached photos are only included to give the planning commission some kind of idea of what the new center will look like. I also included a photo of the St. George center and the Utah County center (Which is a renovated older building). The new center will be approximately three times larger than the homes in the photos but similar in colors and materials used. Hopefully this will assist the commissions understanding of the final product.







ST. GEORGE CENTER



UTAH County Center

NOTICE OF DECISION

Plain City, Weber County, Utah

On October 12, 20 23, the Plain City Planning Commission recommends.

☒ Approval, ☐ *Approval with condition(s), ☐ Disapproval, ☐ Tabled

of an application for BB's Place,

received from (Applicant): Jeff Hales

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

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

City Official

*Condition(s)/Notes:

Commissioner Neil motioned to recommend to City Council to approve the amendment for
BB's Place Subdivision at 4600 W 2150 N, 1 lot. Commissioner Ortega seconded the motion.
Vote: Commissioners Neil, Ortega, Jenkins, Maw and Chairman Faulkner voted aye. Motion
carried.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: October 4, 2023

Subject: BB's Place Amended Plat

We have reviewed the record of survey that has been prepared by Gardner Engineering and have the following comments:

- 1 We recommended the record of survey be modified so it is an amended plat including signature blocks, a boundary description, surveyor certificate, narrative, etc. This plat amendment can then be signed and recorded.
- 2 The amended plat should depict the proposed boundary change on the west boundary of the subdivision.
- 3 The change in ownership of Parcels A and B as shown on the survey can be accounted for by either of the following:
 - a. Include the Scott and Georgia Knight parcel as a lot on the amended subdivision plat. The proposed revisions to the boundaries can then be shown on the plat. The Knights would then have to sign the plat.
 - b. Prepare appropriate deeds that would appropriately transfer ownership of parcels A and B.

If you have any questions or require additional information, feel free to contact me. Specific surveying questions can be directed to Matt Murdock at our office (801) 775-9191.

**APPLICATION FOR
AMENDMENT TO A SUBDIVISION**

Subdivision Name BB'S PLACE Zone _____ Date Submitted 9-19-23
Address of Subdivision 4600 W. 2150 NO. Plain City, UT
No. of Units or Lots being affected by the amendment: (1) ONE
Owner Name GRAYSTON DEVELOPMENT Full Address 4676 W. 2200 N.
Phone # 801-540-9947 Cell # SAME Fax # 801-731-0503
Subdivider's Name JAKE RHEES Full Address 5355 W. 2150 NO. PLAIN CITY
Phone # 801-540-9947 Cell # SAME Fax # 801-731-0503

Please describe any agreements, rights-of-way, easements etc, which could affect this amendments:

TEN FOOT UTILITY EASEMENT RUNNING ALONG NORTHWEST
PROPERTY LINE

Describe the amendment to the subdivision plat:

NORTHWEST PROPERTY LINE TO ADJUST 18.06 FEET
TO GAIN PROPERTY AT THE REAR & 18.07 FEET TO LOSE
PROPERTY TO THE FRONT ALONG 2200 NORTH
(SEE ATTACHED)

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

Date 9-19-23 Signature Jeffrey W. Halen

Office Use Only

Subdivision Amendment Fee: 200.00
Number of Copies: _____

PC Approval Date: _____
CC Approval Date: _____

pcl-9-20-23

AFFIDAVIT

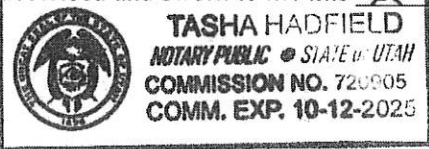
PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

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

JAKE RHEES
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 19 day of September, 2023.

Tasha Hadfield
(Notary)
Residing in Weber County, Utah

My commission expires: 10-12-2025

AGENT AUTHORIZATION

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

JEFF W. HALES
(Agent)
JAKE RHEES
(Property Owner)

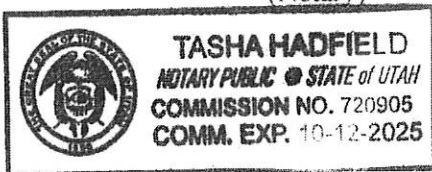
(Property Owner)

Dated this 19 day of September, 2023, personally appeared before me

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

Tasha Hadfield
(Notary)

Residing in Weber County, Utah



My commission expires: 10-12-2025

[illegible]

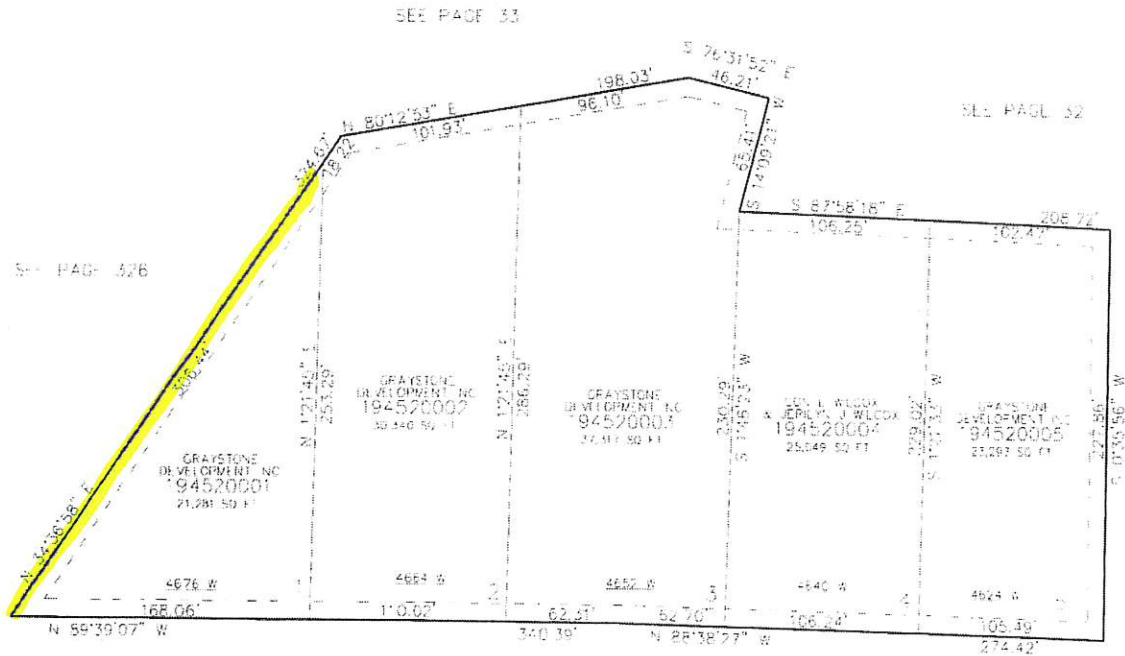
Current

PART OF THE S. 1/4, OF SECTION 32, T.7N., R.2W., S.13 & V
BB'S PLACE SUBDIVISION

452

TAXING UNIT: 21

IN PLAIN CITY
SCALE 1" = 50'



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

BY EXAMINING SURVEYOR'S OFFICIAL
RECORDATION PLAT NO. 194520001
BOOK 51, PAGE 1 OF RECORDS

FOR TAX PURPOSES ONLY

34-05-22

Fwd: Utah Fire Department Assistance Grant Application- Plain City Fire Department

Plain City Fire Department <plaincityfire@gmail.com>

Mon 10/9/2023 1:18 PM

To: Diane Hirschi <dianeh@plaincityutah.org>

 1 attachments (336 KB)

2023-UFDAG-Application-Plain City Fire Department.pdf;

This attachment is for the grant that we were awarded. It needs to be put on the agenda for the next city council meeting. I will have Captain Casey Christiansen attend the meeting to explain the award of the grant and answer questions. Thanks

----- Forwarded message -----

From: **Casey Christiansen** <casey.christiansen@gmail.com>

Date: Mon, Jun 12, 2023 at 12:00 PM

Subject: Utah Fire Department Assistance Grant Application- Plain City Fire Department

To: <benhuntsman@utah.gov>, <UFDAG@utah.gov>

Cc: Plain City Fire Department <plaincityfire@gmail.com>, Casey Christiansen <casey.christiansen@gmail.com>

Good Afternoon,

Attached is the grant application for the Plain City Fire Department for the Utah Fire Department Assistance Grant.

If you have any questions or concerns, please let me know.

Thank you,

Casey Christiansen
801-413-8872

--

Respectfully,

Dennis Crezee
Chief, Plain City Fire Department
(801)731-4908 Office
(801)540-2365 Cell

Utah Fire Department Assistance Grant Application 2023																
1.	Department:	Plain City Fire Department			2.	FDID #	57007		Fed Employer ID #	87-0265411						
					2.	UEI #	G8KAF216JR56		CFDA #	10.664						
3.	Address:	4160 W 2200 N			4.	City:	Plain City		5.	Zip Code:	84404		6.	County:	Weber	
7.	Contact Person:	Casey Christiansen			8.	Title:	Captain		9.	Daytime Phone:	801-413-8872					
10.	Cellular Phone:	801-413-8872			11.	Fax:			12.	Email:	Casey.Christiansen@gmail.com					
13.	Group Application (Enter each additional Dept's Name, FDID#, UEI's# and Fed EIN#)	Dept. Name			FDID		UEI's		Fed EIN#							
14.	Is Department NIMS compliant?	Yes	X	No	15.	RESERVED do not answer				Yes		No				
16.	If your Department includes members who have not been trained and certified, does this application request assistance for training and/or certification?										Yes		No	X		
	If yes, how many new wildland qualified members do you expect to add through this request?															
17.	What is the percentage of the department personnel that are on call only?								100							
18.	Number of NWCG Wildland Firefighter II or NFPA Wildland Firefighter I?								4							
19.	Total number of department Personnel?								20							
20.	How many qualified NWCG single resource and above personnel?								0							
21.	Does this request include the buildup of FEPP Equipment?								Yes		No	X				
	A. Does Department participate in the State Wildland fire UWRMOU Program?								Yes		No	X				
22.	B. Does this request include items to meet provisions of the State Wildland UWRMOU Program or NWCG standard?								Yes	X	No					
	C. Does this request include items to bring the Department to NFPA Standards?								Yes	X	No					
	D. Does Department participate in the Utah Wildland Fire Management Program? (Fire Policy)								Yes		No	X				
23.	How will Dept. provide matching portion?				In-kind Services/Donated Labor?	X	Dept. Budget/Donated Funds?									
24.	If your Department is selected for a grant, the grant will be a 100% match, this equates to dollar for dollar.															
	Does the Department serve a rural population? Check only One: (Refer to application instructions for assistance in selection of appropriate category)				Category 1	X	Category 3		Category 5							
					Category 2		Category 4									
25.	If your Department serves an area in category 2,3, or 4 List them				n/a											
26.	Check all categories that apply below															
	Border Federal lands		Borders State lands		Does not respond to Federal fires				X							
27.	A. Does the Department respond to wildland fires on DOI lands?				Yes		No	X								
	B. Does the Department respond to wildland fires on USFS lands?				Yes		No	X								
28.	Total all incident responses in 2022	299			A. Wildfire responses in area to DOI lands 2022				0							
29.	Total wildfire responses in 2022	15			B. Wildfire responses in area to USFS lands 2022				0							
					C. Wildfire responses in area to State Lands in 2022				0							
31.	A. Department currently has complete and fully approved (NWCG) wildland personal protective equipment (PPE) for all members?								Yes		No	X				
	B. If No, does this application request NWCG wildland PPE?								Yes							
	C. If not, how many members are not equipped with PPE?								16							
32.	A. Does Dept. have interoperable VHF radio communications for all seated positions in all apparatus?								Yes		No	X				
	B. If no, will this request be used for radio communication needs? [Refer to radio spec sheet for communication purchases]				Radios (P 25 compliant)				0							
	C. How many seated positions?				0											
33.	A. Did you receive a grant from this program last year?								Yes		No	X				
	B. If so, did you complete the projects/purchases that were funded?								Yes		No					
34.	What is the total Community At Risk Score (CARS) for all communities within your service area?								0							
35.	How many CWPPs are in your fire protection jurisdiction?								0							
36.	Is this a new Fire Department?								Yes		No	X				
37.	Is the lack of requested equipment hampering your efforts to suppress wildfires?								Yes	X	No					

Section II

Training – Wildland Fire

Describe your departments training request

38. Describe in 200 words or less: **See Program Guidance.**

39. How will project improve/extend existing conditions or circumstances?

40.	Itemized Grant Request			Wildland
	Include materials, equipment, books, per-diem, lodging, mileage, etc.			
	Description	Quantity	Cost	Total
1				\$ 0.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
11				\$ 0.00
12				\$ 0.00
13				\$ 0.00
14				\$ 0.00
Total Training – Wildland Fire Request				\$ 0.00

41.	Prepared by: (Please Print)		Title:	
	Signature:		Date:	

Section II cont.

Personal Protective Equipment– Wildland Fire

Describe your departments Fire Equipment and Apparatus request.

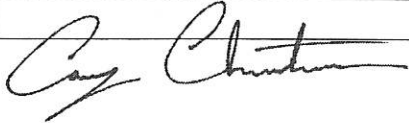
42. Describe in 200 words or less: **See Program Guidance.**

This PPE will replace worn-out and expired wildland PPE for eight fire department members. The new PPE will be sourced and ordered by the Fire Department Administration within 60 days of the grant award and will be placed in-service immediately upon its delivery. The Plain City Fire Department will provide in-kind matching through department wildland training, community fire prevention training at our local churches, elementary and high schools. This equipment will improve the safety of our department and well as improve our capabilities to safely respond to our service area wildfires, as well as respond to aid neighboring communities if the need arises.

43. How will project improve/extend existing conditions or circumstances?

Our current wildland PPE is worn-out or expired. We do not have adequate funds in our budget to replace all wildland PPE, by having the main portions of PPE replaced our Department funds can be used to fill in some of the smaller value PPE needs.

44.	Itemized Grant Request			Wildland
	Description	Quantity	Cost	Total
1	Nomex Pant	8	240.00	\$1,920.00
2	Nomex Shirt	8	125.00	\$1,000.00
3	Wildland Boots	8	320.00	\$2,560.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
11				\$ 0.00
12				\$ 0.00
13				\$ 0.00
14				\$ 0.00
Total PPE–Wildland Fire Request				\$5,480.00

45.	Prepared by: (Please Print)	Casey Christiansen	Title:	Captain
	Signature:		Date:	6/11/2023

Section II cont.

Communications– Wildland Fire

Describe your department's Communications request.

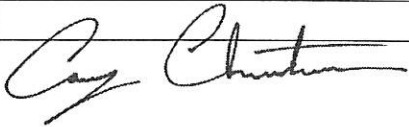
46. Describe in 200 words or less: **See Program Guidance.**

This request will purchase (2) P-25 compliant U.S.F.S handheld radios. Within 90 days of the award, (2) Fire Department Administration will order handheld radios. Once received by the department, the radios will be programmed/cloned to local channels and placed into service immediately. The matching funds for this request will be in-kind service and volunteered labor through the current buildup of one of our Type 6 Engines to be NWCG and State MOU compliant, wildland department training and local fire prevention training within our service area through local churches, elementary/high schools. Currently, the Plain City Fire Department has no VHF radios on any apparatus or handhelds. With this award, the Plain City Fire department will be capable of further interoperability with state and federal departments as well neighboring districts that have such capabilities as currently, we do not have means to provide this equipment in our budget.

47. How will project improve/extend existing conditions or circumstances.

With this award Plain City Fire Department will have the means to communicate with other state and federal agencies on wildland incidents. Currently, we do not have the equipment nor the means to purchase the necessary compliant radio equipment.

48.	Itemized Grant Request			Wildland
	Description	Quantity	Cost	Total
1	Radio P-25 Compliant Hand-Held Unit	2	2,000.00	\$4,000.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
11				\$ 0.00
12				\$ 0.00
13				\$ 0.00
14				\$ 0.00
Total Communications – Wildland Fire Request				\$4,000.00

49.	Prepared by: (Please Print)	Casey Christiansen	Title:	Captain
	Signature:		Date:	6/11/2023

Section II cont.

Fire Equipment and Apparatus – Wildland Fire

Describe your departments Fire Equipment and Apparatus request.

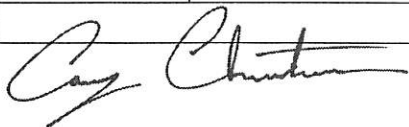
50. Describe in 200 words or less: **See Program Guidance.**

This equipment request will purchase (1) chainsaw that complies with State UWRMOU requirements (20" min Bar) The Plain City Fire Department Administration will order the chainsaw within 60 days of award and will be placed in-service immediately upon its delivery. The matching funds will be in-kind service and volunteered labor through the current buildup of one of our type 6 Engine to be NWCG and State UWRMOU compliant, wildland department training and local fire prevention training within our service area through local churches, elementary/high schools. Currently, the Plain City Fire Department does not have a chainsaw capable of the minimum 20" bar. With this award, the Plain City Fire department will be capable of further interoperability with state and federal departments as well neighboring districts that have such capabilities as currently, we do not have means to provide this equipment in our budget.

51. How will project improve/extend existing conditions or circumstances.

This project will provide Plain City Fire Department necessary tools to build a Type 6 Engine that is compliant with tools and equipment as outlined in NWCG and State UWRMOU criteria.

52.	Itemized Grant Request			Wildland
	Description	Quantity	Cost	Total
1	Chainsaw (20" Bar Min)	1	500.00	\$ 500.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
11				\$ 0.00
12				\$ 0.00
13				\$ 0.00
14				\$ 0.00
Total Equipment & Apparatus– Wildland Fire Request				\$ 500.00

53.	Prepared by: (Please Print)	Casey Christiansen	Title:	Captain
	Signature:		Date:	06/11/2023

Section II cont.

Fire Prevention – Wildland Fire
Describe your departments Fire Prevention request.

54. Describe in 200 words or less: **See Program Guidance.**

55. How will project improve/extend existing conditions or circumstances?

56.	Itemized Grant Request			Wildland
	Description	Quantity	Cost	Total
1				\$ 0.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
11				\$ 0.00
12				\$ 0.00
13				\$ 0.00
14				\$ 0.00
Total Prevention– Wildland Fire Request				\$ 0.00

57.	Prepared by: (Please Print)	Title:
	Signature:	Date:

Section II cont.

Special Needs / Other – Wildland Fire

Describe your departments special / other needs request.

58. Describe in 200 words or less: **See Program Guidance.**

59. How will project improve/extend existing conditions or circumstances.

60.	Itemized Grant Request			Wildland
	Description	Quantity	Cost	Total
1				\$ 0.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
11				\$ 0.00
12				\$ 0.00
13				\$ 0.00
14				\$ 0.00
Total Special / Other Needs - Wildland Fire Request				\$ 0.00

61.	Prepared by: (Please Print)		Title:	
	Signature:		Date:	

ORDINANCE # 2023-____

**AN ORDINANCE OF PLAIN CITY, UTAH AMENDING THE CITY'S ZONING
ORDINANCE TITLE 10 CHAPTER 2 SECTION 1 DEFINITION FOR HEIGHT
OF BUILDING; AND ESTABLISHING AN EFFECTIVE DATE**

Section 1. Recitals

WHEREAS, The City Council finds, that the City of PLAIN CITY (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10-3-717, the governing body of the city may exercise all administrative powers; and

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and

WHEREAS, the City Council finds that this issue has been reviewed by the Planning Commission and certain recommendations made by them; and

WHEREAS, the City Council finds that the public health, welfare and safety are at issue in this matter; now,

NOW THEREFORE, BE IT ORDAINED by the City of PLAIN CITY as follows:

Section 2. City's Zoning Ordinance Amended.

The following amends and replaces Plain City Code Title 10 Chapter 2 Section 1 definition for *Height of Building* as follows:

10-2-1: DEFINITIONS:

~~BUILDING, HEIGHT OF: The vertical distance from the grade elevation to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and ridge of a pitch or hip roof.~~

BUILDING HEIGHT OF: The vertical distance from the grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the highest point of the ridge of a pitch or hip roof. The height of a stepped or terraced building is the maximum height of any segment of the building.

Section 3. **Prior Ordinances And Resolutions** The body and substance of any and all prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are hereby reaffirmed and readopted.

Section 4. **Repealer Of Conflicting Enactments** All orders, ordinances and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Ordinance Amendment, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 5. **Savings Clause** If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Ordinance and the provisions of this Ordinance being deemed to be the separate independent and severable act of the City Council of Plain City.

Section 6. **Date Of Effect** This Ordinance shall be effective on the ____ day of _____ 2023, and after publication or posting as required by law.

DATED this ____st day of _____, 2023

PLAIN CITY, a municipal corporation

MAYOR – Jon Beesley

ATTESTED AND RECORDED:

Diane Hirschi, CMC
CITY RECORDER