

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
OCTOBER 19, 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 19, 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, Brandon Richards
Present: Blake Jenkins, Jon and Katie Barnett, Miles Robinson, Adam Favero, Jeff Hales
Zoom: Dan Schuler, Jim Beesley

Call to Order: Mayor Beesley
Pledge of Allegiance: Sargeant Kylee Slater
Invocation/Moment of Silence: Councilmember Sadler

Approval of Minutes from October 5, 2023

Councilmember Skeen noted a clerical error. **Councilmember Sadler moved to approve the minutes from October 5, 2023 as corrected. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Comments: Public

There was none.

Report from Planning Commission

Blake Jenkins reported that they had a public hearing on the height requirement in the Zoning Ordinance. They approved the subdivision amendment for BB's Place. The Planning Commission discussed the housing element of the general plan. They took a couple of things out concerning subsidized housing. Diane reported that Bruce Parker will be at our next meeting to discuss this as well as setting a public hearing for November 16. Blake encouraged the council to read the document. Blake noted that they approved a site plan for a massage therapist and Branded Beauty. They tabled the site plan for the dental office as no one was there to represent them. They had Craig Call come and talk to them about development agreements in place of zoning. He noted that legally it is OK but will set a political precedence. There was a brief discussion about this. Blake added that this will involve attorneys. There was a brief discussion about the Jackson property.

Discussion/Motion: Resolution – Interlocal Agreement - Childrens Justice Center

The council had some questions for Rod Layton but Rod wasn't able to be in attendance. **Councilmember Sadler moved to table this until the next meeting. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Subdivision Amendment – 4600 W 2150 N – BB's Place

It was noted that this only changes the back lot line of one lot. **Councilmember Sadler moved to approve the subdivision amendment for BB's Place as presented. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Purchase of Fire Equipment – A \$10,000 grant will reimburse the City

The Mayor noted that Casey from the Fire Dept couldn't be here. This grant would be for the purchase of clothing and radios for the fire department. The city will initially purchase the equipment and the grant will reimburse them. **Councilmember Jenkins moved to approve the purchase of the fire equipment. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Ordinance – Amending Zoning Ordinance Concerning Building Height

There was a discussion about roofing terms. **Councilmember Jenkins moved to approve Ordinance 2023-16 amending the Zoning Ordinance Concerning Building Height. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

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Discussion/Motion: Set Public Hearing – Budget Adjustment – November 2

Councilmember Beal moved to set a public hearing to amend the budget on November 2, 2023.

Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Motion: Approval of Business License

New - Commercial

Branded by Katie/Branded Beauties Katherine Barnett 2396 N 4350 W nails, lashes, pedicures, body art
There was a discussion that tattoos aren't a permitted use in the C-2 zone. The Council suggested to have the Planning Commission update the commercial list. Blake noted that it will take a couple months to complete the process. It was suggested that the council approve a portion of the license and hopefully by renewal time in January, the process will be completed. It was noted that it is fine line tattooing not full blown tattoos. Katie reported that she teaches how to apply nails and fine line tattooing. The Council agreed to approve the license to do nails, lashes, pedicures and to teach classes but not on people.

Councilmember Beal moved to approve Branded Beauties a business license for nails, lashes, pedicure and teaching on non-living canvasses. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 10/01/2023 to 10/19/2023. There was a discussion about the Advanced Pumps. Dan explained the project. **Councilmember Sadler moved to approve and pay the bills as presented.**
Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Report from City Council

Councilmember Beal noted that the Pumpkin Walk will be October 27 and 28 and invited all to come out. Councilmember Sadler handed out some information from the ULCT convention. Mayor Beesley invited everyone to come to the Pumpkin Walk and noted the fun scavenger hunt that is being held leading up to it.

At 7:04 p.m. Councilmember Skeen moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.

City Recorder

Mayor

Date approved _____

PLAIN CITY
AMENDMENTS TO BUDGET
NOVEMBER 2, 2023

Account Number	Account Name	Reason	Increase to expenditures & transfers
10-49-51	Insurance and Surety Bonds	Slightly higher insurance premiums	\$ 2,200
10-50-11	General Government Buildings	Cleaners raised their prices	2,000
10-57-86	Fire (Equipment & Maint)	Fire department supplies with associated grant	30,000
10-56-75	Grants	Children's Justice Center funding	42,310
Total Expenditures			76,510
10-90-10	Transfer to Capital	To keep fund balance below 35%	200,000
Total Expenditures and Transfers			<u>\$ 276,510</u>

Account Number	Account Name	Reason	Increase to revenues & transfers
10-33-60	State and Local Grants	Grant for Fire	\$ 10,000
10-36-10	Interest earnings	Higher interest rates	50,000
45-36-10	Interest earnings	Higher interest rates	75,000
52-36-10	Interest earnings	Higher interest rates	120,000
Total Revenues			255,000
45-38-10	Transfer from General	To keep fund balance below 35%	200,000
Total Revenues and Transfers			<u>\$ 455,000</u>

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY TO ENTER INTO AN
INTERLOCAL AGREEMENT FOR THE DISTRIBUTION OF CORONAVIRUS STATE
AN LOCAL RECOVERY FUNDS FOR THE CONSTRUCTION OF A NEW
CHILDREN'S JUSTICE CENTER**

WHEREAS, 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 by resolutions; and,

WHEREAS, the City has entered into negotiations with Weber County; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into an interlocal agreement for the distribution of coronavirus state and local recovery funds for the construction of a new children's justice center; and,

WHEREAS, The City has determined the terms of the interlocal agreement are fair and advantageous to the City; and,

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into an interlocal agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this ____ day of October, 2023.

Voting:

Council Member Jenkins	_____
Council Member Sadler	_____
Council Member Beal	_____
Council Member Panunzio	_____
Council Member Skeen	_____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

**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 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

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:

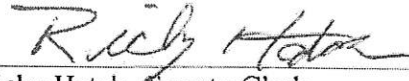
City Attorney

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:

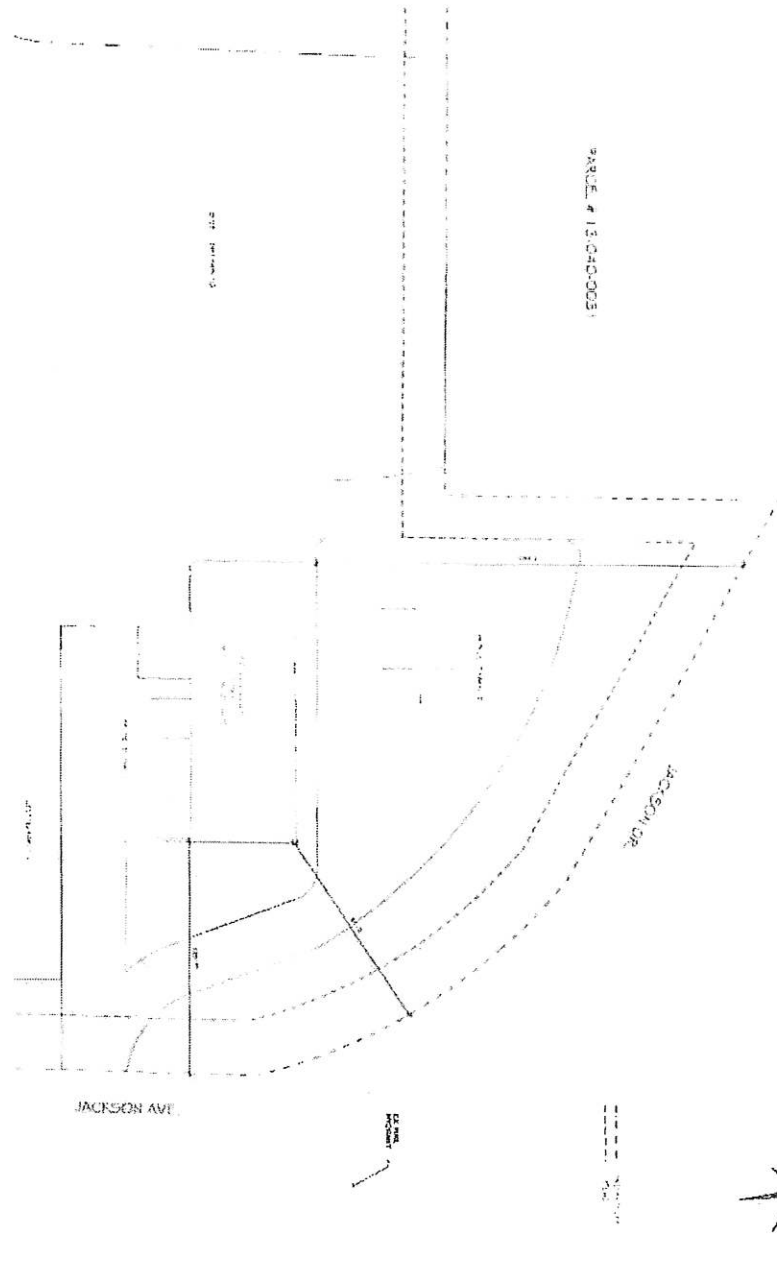
BEGINNING AT A POINT ON A CHAIN LINK FENCE RUNNING NORTH/SOUTH APPROXIMATELY 22 FEET NORTHERLY OF THE NORTH FACE OF THE OGDEN SCHOOL DISTRICT GARAGE WHICH LIES ABOUT 34 FEET EAST OF THE FENCE, SAID POINT LIES 378.49 FEET NORTH 89°02'00" WEST, AND 183.76 FEET NORTH 00°58'00" EAST FROM THE OGDEN CITY MONUMENT 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 LATTON - Outlook



MERAKI
DRAFTING AND DESIGN

2104 Van Buren Ave.
Ogden, Utah 84401

Weber/Morgan
CJC

Rodney Latton

Document Date:
September 29, 2021
Document Title:
Concept Development Plan
Project:
1845 Jackson Ave.

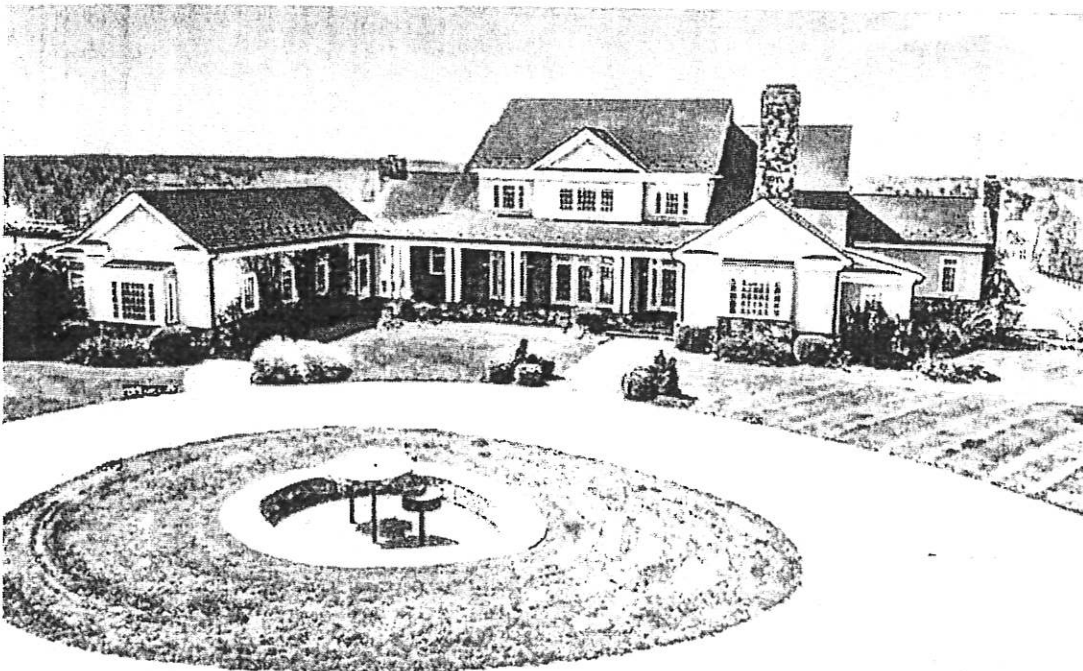
Project Detail

A1.2

<https://outlook.live.com/mail/0/d/AC0MkADAwTcmMAID0D7YwUMSjZOA4MDACLfAWG9BGAADY2i8mS3EaymJUVgCQQA8NsbW8%2FHEgRVQ8Nux%2BmAAAAgEMAAAAABNsbW8%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



Housing Element

Plain City, Utah General Plan Update 2023

Prepared for Plain City, Utah, by
Planning and Development Services, LLC
Salt Lake City, Utah
pds@utahplanning.com
801/277-4435



PLAIN CITY HOUSING ELEMENT, 2023 (INCLUDING A MODERATE-INCOME HOUSING PLAN) AN ELEMENT OF THE PLAIN CITY GENERAL PLAN

INTRODUCTION

This General Plan Housing Element (2023) is prepared and adopted by Plain City to meet the existing and emerging residential housing needs of the City. This Element is determined to follow the standards of the Utah Code, including Section 10-9a-403 et seq., which requires all Utah municipalities (meeting certain classifications) to complete a Moderate-Income Housing Plan ("MIHP"). A MIHP may be adopted by a municipality (city or town) as a stand-alone plan or incorporated into the framework of the municipality's General Plan, often as an element of the General Plan. The Plain City MIHP ("MIHP") is incorporated into and adopted as part of the Plain City General Plan's Housing Element. The General Plan Housing Element estimates the City's needs for moderate-income housing and addresses other housing issues. This Element also outlines the strategies the City will pursue to provide reasonable opportunities for a variety of moderate-income housing units to be provided, that includes preserving existing housing units and the construction of new units, allowing "persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life."¹ This Housing Element also considers and proactively addresses any barriers to providing moderate-income residential housing.

Moderate Income Housing Defined and Moderate-Income Housing Income Threshold

The Utah Code defines moderate income as equaling eighty percent (80%) of the Area Median Income (AMI).² The Weber County, Utah area, is

¹ Section 10-9a-403(2)(b)(B), Utah Code.

² Section 10-9a-103(39), Utah Code.

the “area” used by this Housing Element. However, the U.S. Census Bureau does not report AML for Weber County. What the U.S. Census Bureau does report is Weber County Median Household Income via the American Community Survey (“ACS”). For 2022 the ACS’ reported the Weber County Median Household Income was \$83,949.00 (1-year estimate)(Table S1901). For this Housing Element the Weber County Median Household Income of \$83,949.00 (ACS, Table S1901) is applied.

The U.S. Census Bureau’s ACS also supplies the Median Household Income for Plain City for 2021 (Table S1901). The Median Household Income for Plain City (ACS, 5-Year estimate) for 2021 was \$107,222.00. The City’s reported Median Household Income (2021) was significantly higher than reported for the entire Weber County area.

The U.S. Department of Housing and Urban Development (“HUD”) also supplies home income limits. For the Ogden-Clearfield Utah, HUD Metropolitan Area (of which Plain City is part), the 2021 adjusted income limit for a low-income household of four (4) persons was \$72,500.00.

Table 1
Plain City and Weber County 2020 Population and Population Projections

Year	2020 Census Population & Projections		Growth Rate (Decennial to Decennial years)	
	Plain City	Weber County	Plain City	Weber County
2020	7,833	262,223	—	—
2030	9,641	300,477	23.0%	14.6%
2040	11,553	349,009	19.8%	16.2%
2050	12,798	398,699	10.1%	14.2%

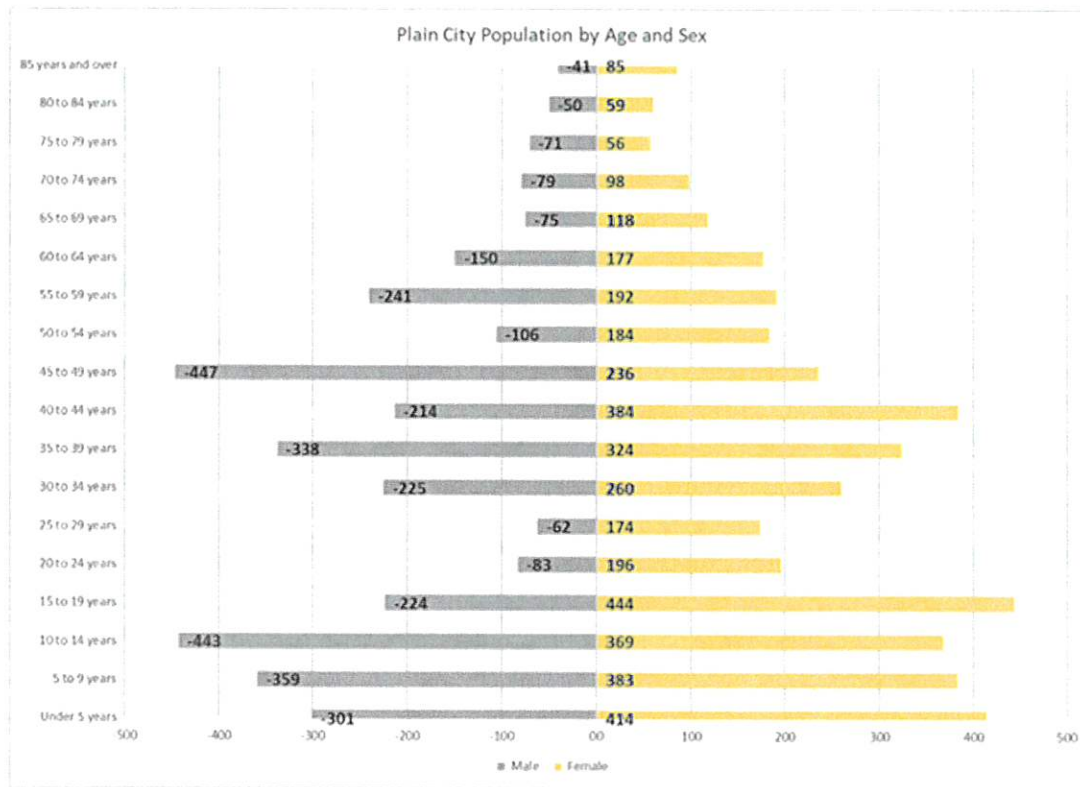
Source. 1. United States Census Bureau, 2020 Decennial Census, Table P1 (Retrieved from <https://www2.census.gov/programs-surveys/decennial/2020/data/>).

2. Plain City Population Projections Retrieved from <https://data.wfrc.org/datasets/06cb3e239a3743fab7796165e1c66ad9/explore?location=41.241184%2C-112.091137%2C12.19>.

3. Weber County Population Projections Retrieved from <https://opendata.utah.gov/Government-and-Taxes/Weber-County-Census-Projections-2010-2060/cggy-vv82/data>.

The information provided in Table 1 highlights the expected population growth for Plain City and Weber County. Plain City's population growth from 2020 to 2030 will be significant, with the City's population increasing by approximately 23% from 2020 to 2030. As expected, the population growth, measured as a percentage increase, is lower for Weber County due to the County's larger starting population base through all years. The same occurs for Plain City. As the population increases, the percentage of population growth rate slows, expressed as a population growth percentage. It should be noted that the actual population increase is perhaps more critical for this Housing Element, including the Housing MIHP. For the 10-year periods of 2020 to 2030 and 2040 to 2050, actual population increases are 1,808 persons and 1,245 persons, respectively.

Figure 1
Plain City 2020 Population Pyramid



Source. 1. United States Census Bureau, American Community Survey, 2021, Table S0101 (Retrieved from <https://api.census.gov/data/2021/acs/acs1/subject>).

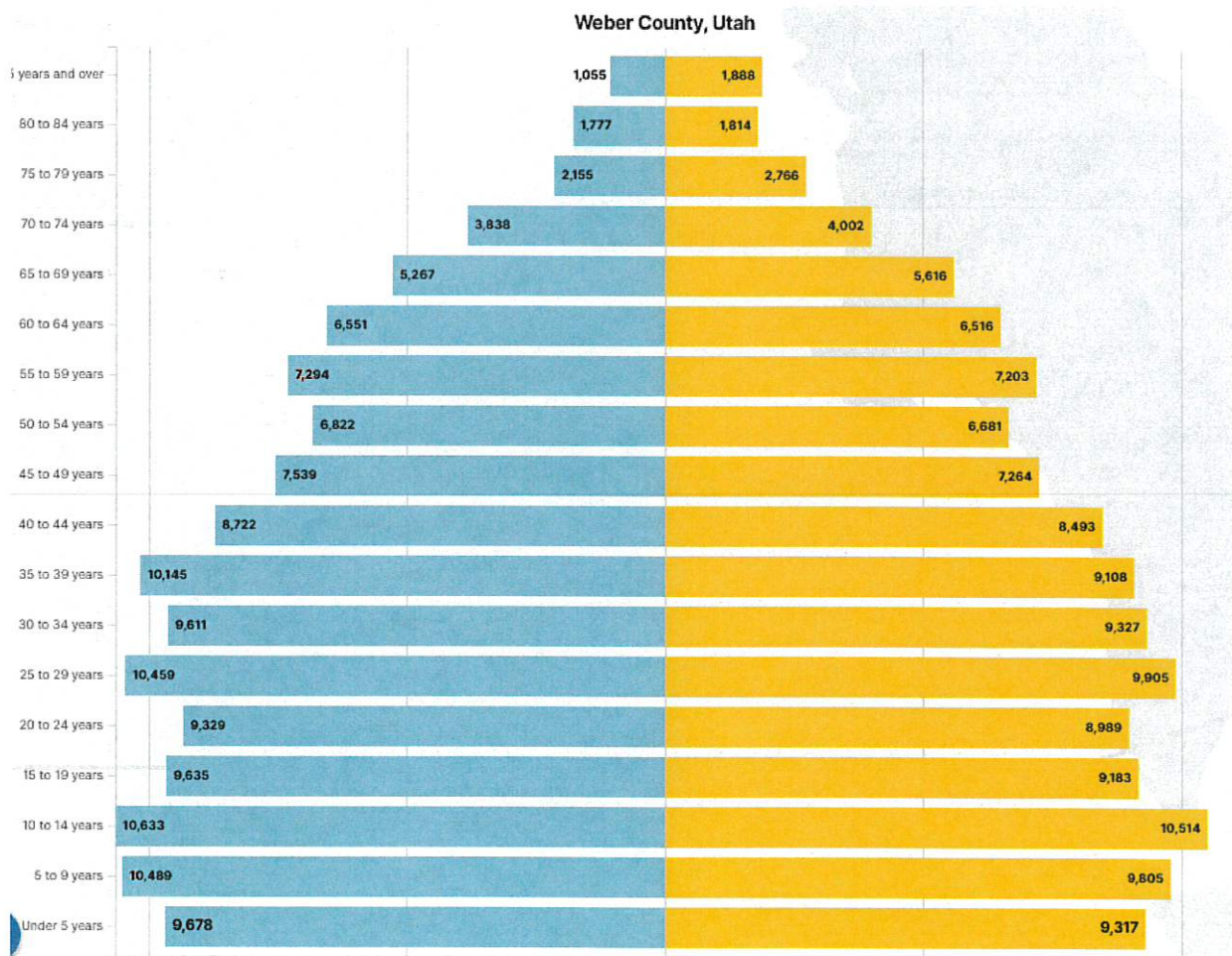
2. United States Census Bureau, American Community Survey, 2021, Table DP05, Retrieved from <https://api.census.gov/data/2021/acs/acs5/sptprofile>).

Figure 1 shows the Plain City population does not display a “balanced” or symmetrical population pyramid (by resident age or gender). The City’s 20 – 29-year-old age group is small, with a relatively lower number of residents in this age group than expected by a more symmetrical population pyramid. The young children’s age group (0 – 5 years) is also narrower than expected. If the children and youth age groups continue to be small compared to older age groups, arguably, the City’s population is aging and is not self-sustaining.

Figure 1 also highlights that the City has a disproportionately large population of residents in the age groups between 40 to 49 years of age. This is pronounced for females 40 – 44 years and males 45 – 49 years. The

City's population pyramid then narrows for females and males in the over-65-year age groups. The relatively small 20 – 29 age group and the quickly declining population over 65 years may show that the preferred housing choice for these age groups is either not being supplied or, if provided, is either in short supply, is prohibitively expensive, or perhaps both. The MIHP considers those possibilities. For comparison only the population pyramid for Weber County, using 2021 ACS data (5-Year Estimates), is provided in Table 2.

**Figure 2
Weber County, Population Pyramid**



BACKGROUND AND EXISTING HOUSING CONDITIONS

In 2018, the Plain City City Council adopted the Plain City 2018 General Plan. That Plan was an update of the City's earlier 2007 General Plan. Within the pages of the 2018 General Plan (beginning on page 16) were materials related to the City's strategies to address moderate-income housing. The 2018 Moderate Income Housing section was included in the 2018 General Plan's Land Use Element pages. The Moderate-Income Housing Plan provided six (6) "actions" designed "to ensure an adequate supply of moderate-income housing integrated throughout the City in various locations, and consistent with the needs of all segments of the population" (Plain City General Plan, 2019, p. 17). The six (6) action statements of the 2018 General Plan were,

- **Action:** Develop programs and incentives to improve and maintain existing housing, especially in historic neighborhoods.
- **Action:** Create a neighborhood preservation zone for the residential districts in downtown Plain City.
- **Action:** Encourage a mix of lot sizes and housing types in residential and commercial zones so that moderate-income housing is integrated correctly and not concentrated in one development or area.
- **Action:** Consider utilization of state or federal funds or tax incentives to promote the construction of moderate-income housing.
- **Action:** Regularly update this chapter to determine the housing needs for all groups, to quantify specific housing needs, and to identify solutions to housing problems. This Element will be reviewed on a biennial basis.
- **Action:** Encourage life-cycle housing that provides different housing options to allow people to live and grow in the same community" (Plain City General Plan, 2018, pp. 17 – 18).

Since Plain City adopted the 2018 General Plan, the City has changed, including more residential and nonresidential growth. Also, various legislative amendments have been made to the Utah Code, affecting how Utah municipalities and counties address the provision of moderate-income housing. For example, a definition of moderate-income housing is now

provided.³ Standards for the filing of Plain City's Moderate Income Housing Report to the Housing and Community Development Division, Department of Workforce Services are also established (§ 10-9a-408, Utah Code). Section 10-9a-403(2)(b) (Utah Code) provides the minimum standards required by a "specified municipality" in the formulation and adoption of a Moderate-Income Housing Element.⁴ (Plain City, Utah, qualifies as a specified municipality). Plain City provides this General Plan Housing Element, including its Moderate-Income Housing Plan Update, to comply with all applicable Utah Code standards. However, before moving to the MIHP and its required accompanying implementation and monitoring strategies, a review of the City's existing housing profile and other items is proper.

Figure 3 summarizes the existing occupied housing units (all housing types) for Weber County and Plain City, Utah. The U.S. Census Bureau provides this information via the American Community Survey ("ACS").⁵

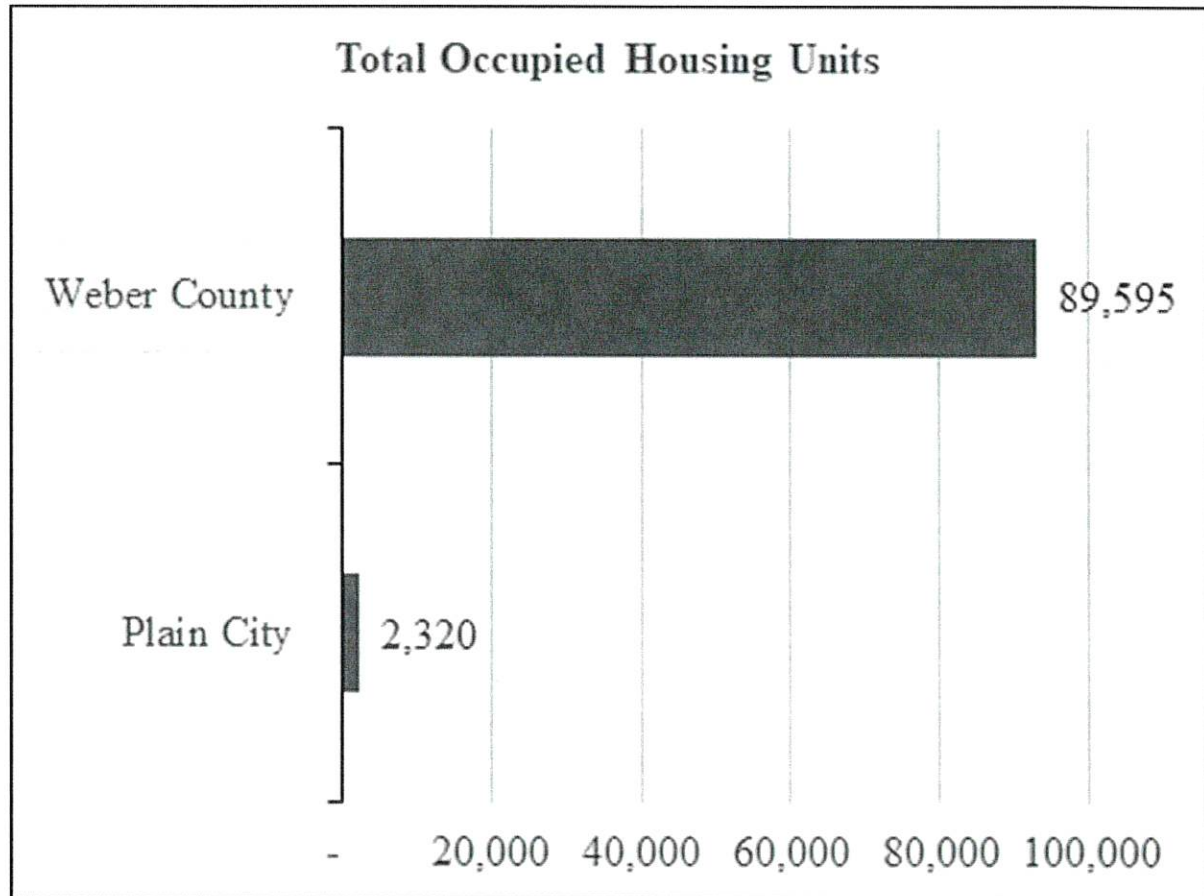
In 2020, Plain City had 2,349 housing units (total) of all types (U.S. Census Bureau, Table H1, retrieved from <https://data.census.gov/table?q=H1&g=160XX00US4960710&d=DEC+Demographic+and+Housing+Characteristics&tid=DECENNIALDHC2020.H1>). In 2020 2,320 housing units were occupied, and 29 housing units were vacant (U.S. Census Bureau, Table H1, retrieved from <https://data.census.gov/table?q=H1&g=160XX00US4960710>). Figure 3 displays the total occupied housing units for Weber County and Plain City in 2020. In 2020, 6,019 housing units in Weber County were vacant.

³ Footnote #2.

⁴ Section 10-9a-408, Utah Code.

⁵ Readers are advised that because data is derived from a survey and not a decennial census count, the margins of error are often significant.

Figure 3
Total Occupied Housing Units in Weber County and Plain City, Utah, 2020



Source: U.S. Census Bureau, Decennial 2020 Census, Table H1.

In 2020 Weber County had 95,614 total housing units (Table H1, 2020 Decennial Census). Approximately 73.6% of all Weber County housing units were owner-occupied in 2022 (Table DP04, ACS) while approximately 97.0% of all housing units in Plain City were owner occupied. The ACS reported 85,205 total households in Weber County and an average household size of 2.96 persons per household (2020). The total number of households for Plain City was 2,062, with an average household size of 3.47 persons per household (2020), significantly larger than reported for Weber County. For 2020, the total number of families in Plain City was 1,783, and the average family size was 3.70 (U.S Census Bureau, American Community Survey, Table S1101). Figure 4 presents the average family sizes for Weber County and Plain City, 2020. Figure 5 also provides valuable information. Figure 5 has the

total number of owner-occupied and renter-occupied housing units for 2020.

Figure 4
Average Family Size for Weber County and Plain City, Utah, 2020

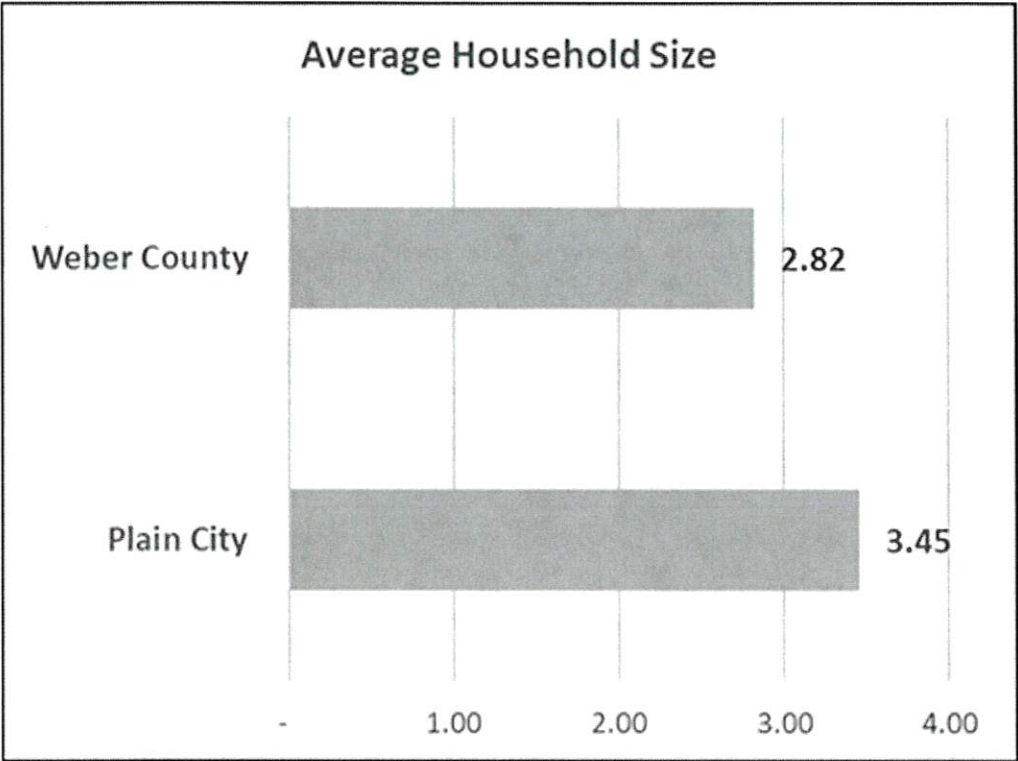
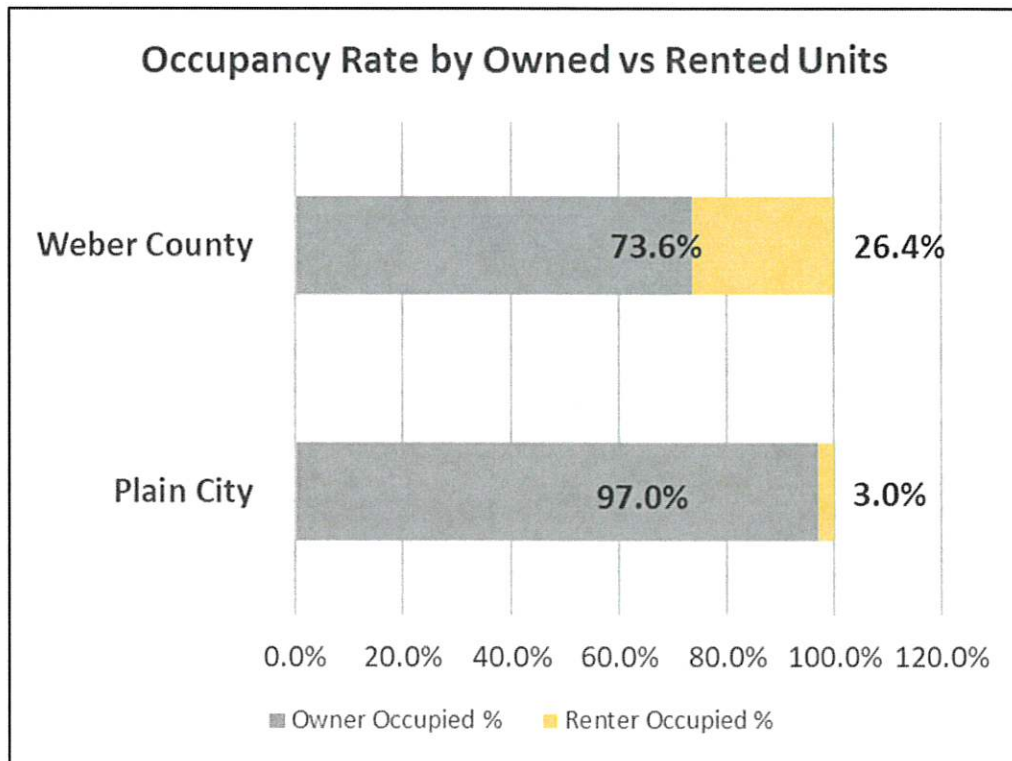
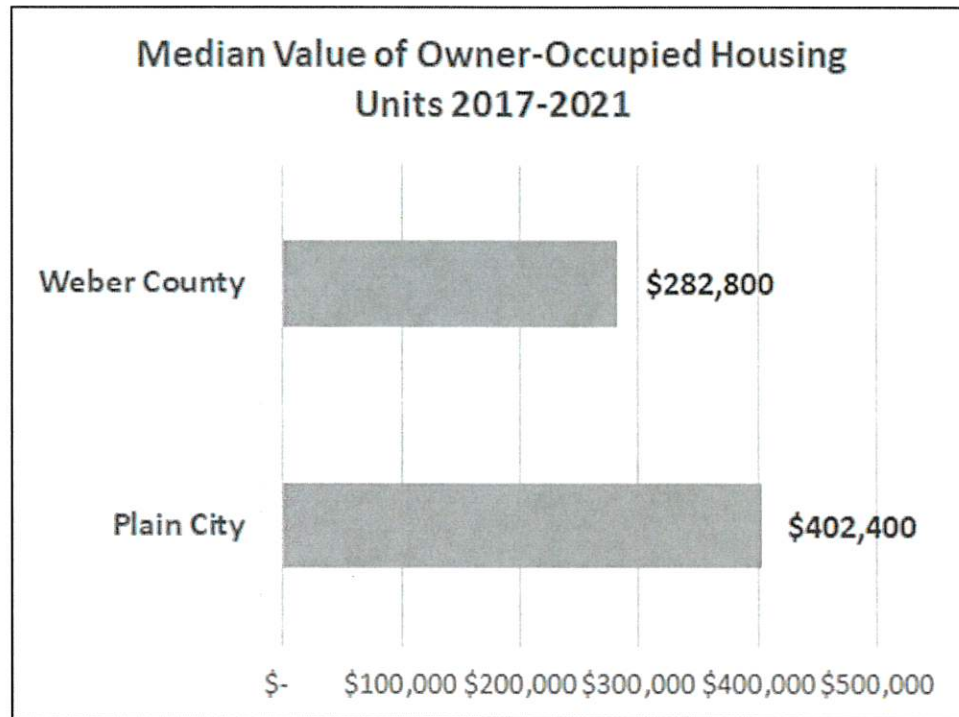


Figure 5
Occupancy Rates for Owner-Occupied and Renter-Occupied Housing Units
for Weber County and Plain City, Utah



A few final figures are necessary to paint Plain City's complete housing picture and to inform all readers on the City's housing trends and needs . This information follows as provided by Figure 7, Median Value of Owner-Occupied Housing Units 2017 – 2021, Figure 8, Median Selected Monthly Owner-Occupied Housing Costs 2017 – 2021, Figure 9, Median Gross Rent 2017 – 2021, and Figure 10, Persons in Poverty.

Figure 6
Median Value of Owner-Occupied Housing Units, 2017 – 2021



The ACS also provides the data for Figure 6. While this data set is subject to significant margins of error, it is not the actual numbers that are the most important but rather the data relationships and trends. Figure 6 highlights that the median value of owner-occupied housing units over the 2017 to 2021 period is much higher for Plain City than for Weber County.

Figure 7 highlights that median monthly housing costs, 2017 – 2021, are also higher for Plain City residents owning their own homes. Why is this the case? Arguably, Plain City's higher owner-occupied monthly housing costs could perhaps be due to larger houses and larger lot sizes, resulting in higher property values with accompanying higher property tax assessments. Another explanation could be that the moderating effects of properties with lower assessed values and property tax obligations are absent, with fewer apartments and multifamily residential dwelling units included in the total housing stock than in Weber County. Additionally, higher monthly owner-occupied costs could be also result from the realities of larger homes and higher lot maintenance costs.

Figure 7
Median Selected Monthly Owner-Occupied Housing Costs 2017 – 2021

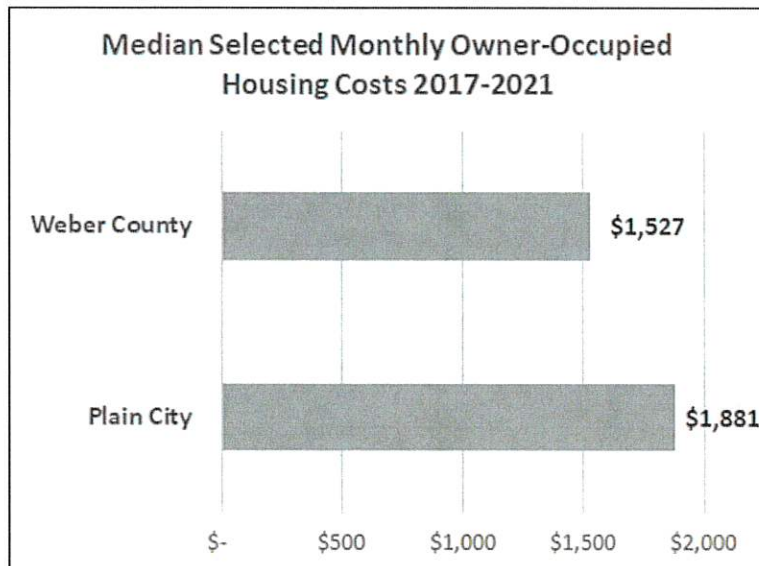
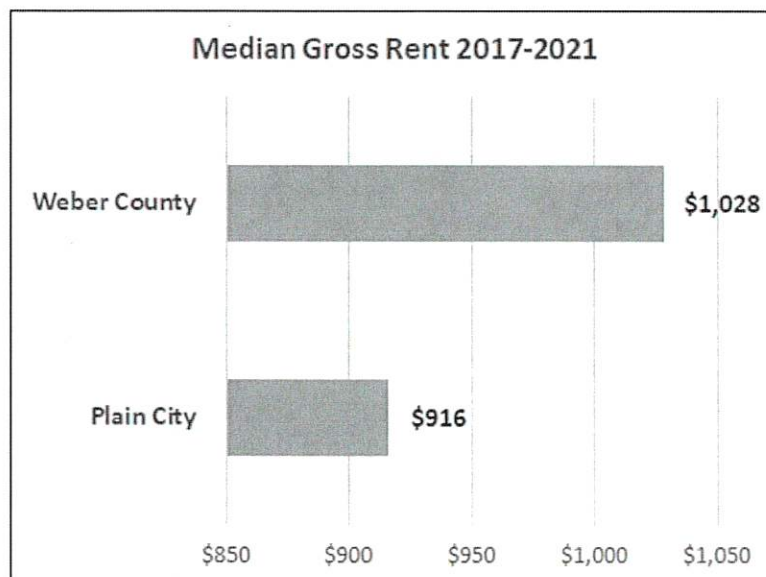


Figure 8
Median Gross Rent 2017 – 2021

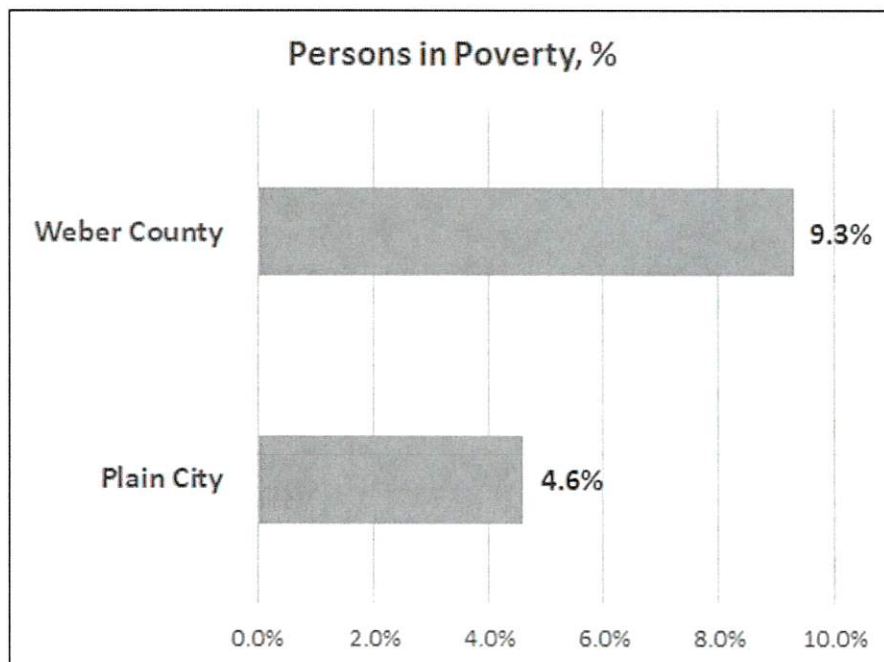


The median gross rent for 2017 – 2021 for Plain City renters is much lower than for renters in Weber County (as a whole). This is a trend worth preserving for the future. However, Figure 8 and this conclusion may be misleading. Misleading, how? The possibility exists that with fewer rental units

and fewer renters (than in Weber County), the Plain City monthly gross rent data is coming from a small data set with the possibility of being skewed downward.

Figure 9 highlights that Plain City has fewer people in poverty than Weber County (as a percentage of the total population). However, the city is aware that a segment of the City's population struggles financially to meet living costs. The City's housing strategies recognize this reality and are directed explicitly at moderating poverty in the City.

**Figure 9
Persons in Poverty**



PLAIN CITY HOUSING GOALS

This Section contains the City's goals for housing, including those for moderate-income housing. This Section should be read and considered in conjunction with the General Plan's Land Element. The Plan's Housing and Land Use Elements are integrally related and interconnected, with reciprocal support occurring between housing and land use policies. Both the Housing Element and the Land Use Element address housing issues, including providing opportunities to increase the supply of moderate-income housing units within the City. However, the Plain City Housing Element focuses not only on moderate-income housing matters, but other housing issues also exist. Therefore, this Element provides general housing strategies for all housing and neighborhood areas.

The Utah Code provides several plan standards and requirements to address moderate-income housing specifically. These standards and requirements are found in the appendix with underlined or highlighted text. This Section addresses each Utah Code standard and requirement applicable to Plain City.⁶

Applicable Definitions⁷

The Utah Code provides several definitions to be recognized in formulating the City's Housing Element. These definitions, provided by §0-9a-103 et seq. (Utah Code), aid the reader in understanding fully all Housing Element materials, including all goals, policies, strategies, implementation actions, and other Housing Element provisions. While not required (by the Utah Code), other definitions are also included to assist the reader with understanding and City leaders with Housing Element interpretations.

⁶ For reference Section 10-9a-408 and Section 10-9a-403(2)(b) are provided as Appendix materials.

⁷ The Utah Code should be consulted for other definitions as may be required occasionally for clarity in understanding.

(1) "**Accessory dwelling unit**" means a habitable living unit added to, created within, or detached from a primary single-family dwelling and contained on one lot.

"**Affordable housing**" means housing available to a household before deductions like taxes or expenses, including utilities, at no more than thirty percent (30%) of the household's gross monthly income. "Affordable housing refers to a specific type of housing, generally government-assisted rental housing, targeted for very low- to extremely low-income households" (Wood, James, 2022, retrieved from <https://gardner.utah.edu/blog-reflections-on-affordability-in-utahs-housing-market/>).

(11) "**Development activity**" means:

- (a) any construction or expansion of a building, structure, or use that creates additional demand and need for public facilities.
- (b) any change in use of a building or structure that creates additional demand and need for public facilities; or
- (c) any change in the use of land that creates additional demand and need for public facilities.

(12) (a) "**Development agreement**" means a written agreement or amendment to a written agreement between a municipality and one or more parties that regulates or controls the use or development of a specific area of land.

(b) "Development agreement" does not include an improvement completion assurance.

(17) "**General plan**" means a document that a municipality adopts that sets forth general guidelines for proposed future development of the land within the municipality.

"**Housing affordability**" means "the general level of housing prices relative to the general level of household incomes." The term does not refer to a type of housing (Wood, James, 2022, retrieved at <https://gardner.utah.edu/blog-reflections-on-affordability-in-utahs-housing-market/>).

(22) "**Impact fee**" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act.

(26) "**Infrastructure improvement**" means permanent infrastructure that is essential for the public health and safety or that:

- (a) is required for human occupation and
- (b) an applicant must install:
 - (i) in accordance with published installation and inspection specifications for public improvements and
 - (ii) whether the improvement is public or private, as a condition of:
 - (A) recording a subdivision plat.
 - (B) obtaining a building permit or
 - (C) development of a commercial, industrial, mixed-use, condominium, or multifamily project.

(38) "**Major transit investment corridor**" means public transit service that uses or occupies:

- (a) public transit rail right-of-way.
- (b) dedicated road right-of-way for the use of public transit, such as bus rapid transit; or
- (c) fixed-route bus corridors subject to an interlocal agreement or contract between a municipality or county and:
 - (i) a public transit district as defined in Section 17B-2a-802 or
 - (ii) an eligible political subdivision as defined in Section 59-12-2219.

(39) "**Moderate income housing**" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.

(48) "**Plan for moderate income housing**" means a written document adopted by a municipality's legislative body that includes:

- (a) an estimate of the existing supply of moderate-income housing located within the municipality.
- (b) an estimate of the need for moderate income housing in the municipality for the next five years.
- (c) a survey of total residential land use.

- (d) an evaluation of how existing land uses and zones affect opportunities for moderate-income housing; and
- (e) a description of the municipality's program to encourage an adequate supply of moderate-income housing.

(57) **"Residential facility for persons with a disability"** means a residence:

- (a) in which more than one person with a disability resides and
- (b) which is licensed or certified by the Department of Health and Human Services under:
 - (i) Title 26B, Chapter 2, Part 1, Human Services Programs and Facilities; or
 - (ii) Title 26B, Chapter 2, Part 2, Health Care Facility Licensing and Inspection.

(71) **"Transferable development right"** means a right to develop and use land that originates by an ordinance that authorizes a landowner in a designated sending zone to transfer land use rights from a designated sending zone to a designated receiving zone.

(74) **"Zoning map"** means a map adopted as part of a land use ordinance that depicts land use zones, overlays, or districts.

In addition to §10-9a-103, et seq. (Utah Code), the definitions and provisions of §10-9a-401, et seq., (Utah Code) also apply. The following Utah Code standards must be met.

10-9a-401. General plan required -- Content.

(1) To accomplish the purposes of this chapter, a municipality shall prepare and adopt a comprehensive, long-range general plan for:

- (a) present and future needs of the municipality; and
- (b) growth and development of all or any part of the land within the municipality.

(3)

(a) The general plan of a specified municipality, as defined in Section 10-9a-408, shall include a moderate-income housing element that meets the requirements of Subsection 10-9a-403(2)(a)(iii).¹¹¹

(4) Subject to Subsection 10-9a-403(2), the municipality may determine the comprehensiveness, extent, and format of the general plan.

The United States Department of Housing and Urban Development ("HUD") provides income limits annually (using ACS data) for all areas of the nation. HUD uses an area's median income ("AMI") to determine if individuals can afford to rent or buy a home within the corresponding area. Using the AMI data, HUD locates the midpoint in a region's income distribution. HUD then divides the AMI into distinct levels according to household size. The income levels used by HUD are (1) Extremely Low Income - below 30% of AMI, (2) Very Low Income – below 50% of AMI, (3) Low Income – below 80% of AMI, and (4) Moderate income – 80% and 120% of AMI. Table 2 presents the HUD income levels for Fiscal Year 2023 for the Ogden – Clearfield, Utah region, where Plain City is located.

Table 2
Fiscal Year 2023 Income Limits

FY 2023 Income Limit Area	Median Family Income	Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Ogden – Clearfield, Utah	\$111,900	Extremely Low								
		Income - below 30% of AMI (\$)	22,350	25,550	28,750	31,900	36,140	40,280	45,420	50,560
		Very Low Income – below 50% of AMI (\$)	37,250	42,600	47,900	53,200	57,500	61,750	66,000	70,250
		Low Income – below 80% of AMI (\$)	59,600	68,100	76,600	85,100	91,950	98,750	105,550	112,350

The following formula calculates the maximum housing costs allowed by HUD.

Planning Commission Recommendation to City Council –9.28.2023
(Note – Table of Contents and necessary references to be added before City Council final action.)

Annual Income Limit for Number in Family(Low Income) ÷ 12 x 0.30 = \$Maximum monthly housing-related costs (purchase or rent).

Table 3 presents the maximum monthly housing costs for the number of persons in a family for either the purchase or rent of a residential dwelling unit in Plain City in 2023. A family of four (4) can afford to buy or rent a housing unit in Plain City in 2023, provided total housing costs do not exceed \$2,127.50 per month.

Table 3
Housing Affordability Analysis (Purchase or Rental) – Plain City 2023

FY 2023 Income Limit Area	Median Family Income	Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
			Total maximum monthly housing costs (purchase or rent)							
Ogden – Clearfield, Utah	\$111,900	Low Income – below 80% of AMI (\$)	1,490.00	1,702.50	1,915.00	2,127.50	2,298.75	2,468.75	2,638.75	2,808.75

HOUSING ELEMENT POLICIES (GENERAL GUIDELINES) AND IMPLEMENTATION PLAN

This Section now provides the City's policies, or "general guidelines," for the establishment of future housing, including moderate-income housing units, and associated with the future development of land found within the municipal boundaries of Plain City (§ 10-9a, 103[17], Utah Code).

The State of Utah, Section 10-9a-403 et seq. Utah Code, asks that municipalities similarly situated to Plain City adopt a minimum of three (3) strategies related to facilitating the production of moderate-income housing. Plain City is adopting four (4) moderate-income housing strategies to fully recognize the Utah legislature's explicit intent for the provision of moderately priced housing.

The strategies adopted by Plain City to provide reasonable opportunities for the provision of more housing units available to moderate income individuals and families are.

- 1) Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate-income housing (§ 10-9a-403(2)(b)(iii)(B), Utah Code).
- 2) Create or allow for and reduce regulations related to internal or detached accessory dwelling units in residential zones (§ 10-9a-403(2)(b)(iii)(E), Utah Code).
- 3) Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (§ 10-9a-403(2)(b)(iii)(F), Utah Code).
- 4) Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities (§ 10-9a-403(2)(b)(iii)(H), Utah Code).

All General Plan policies and strategies must be made actionable and measurable with an accompanying implementation plan. The Implementation Plan provided by this Housing Element is for five years, addressing the implementation strategies recommended by the Plain City Planning Commission and formally adopted by the Plain City City Council.⁸ The Implementation Plan includes various success measures and benchmarks recommended by the Planning Commission and adopted by the City Council with the adoption of this Housing Element to assess achievements, or otherwise, of all housing-related strategies.

ANNUAL STAFF EVALUATION REPORT REQUIRED HOUSING ELEMENT POLICIES (GENERAL GUIDELINES)

The clear intent of this Housing Element is to provide clarity in realistic and attainable housing policies. Further, this Element is intended to provide sufficient implementation plan details to allow a reader to assess the City's progress toward achieving all housing policies, including ensuring an adequate supply of moderate-income housing units.

Annually, during or before May of each year, the City Staff shall provide the Planning Commission and City Council with a comprehensive annual housing report. This report shall, at a minimum, (1) include housing data including building permits issued by housing type, (2) identify all connections and correlations between the City's land use regulations and land use decisions and the City's activities occurring over the last twelve (12) months to achieve the City's moderate-income housing strategies, (3) review and discuss how the private capital market has responded to Plain City's moderate-income housing strategies, and (4) highlight any privately and publicly established barriers encountered by the City in achieving its housing strategies, including those related to moderate-income housing.

⁸ Section 10-9a-408, et. seq., Utah Code.

HOUSING POLICIES – IMPLEMENTATION PLAN

Table 3 contains the Implementation Plan materials for this Element's housing goals and policies. Each policy is designed to be actionable and measurable with the establishment of related strategies, needed actions, lead participants, timeline for achievement, success measures, and resources available to the City with the potential to benefit policy and strategy successes. The Implementation Plan has a five-year action and implementation schedule at the end of which the City will evaluate its progress to achieving all adopted policies and adopt a new Implementation Plan with possible revised or new housing policies. As required by Section 10-9a-403(2)(c), Utah Code, the City's six (6) adopted moderate-income housing strategies are included in the City's Housing Implementation Plan (2023 – 2028). Further, by following the statutorily required procedure Plain City may consider from time-to-time necessary Housing Element amendments determined necessary to achieve the purposes of the City's General Plan and the Utah Code.

Table 3
Plain City Housing Implementation Plan 2023 – 2028
(Note table cells will be revised following discussion with all City Officials.)

Housing Policy #1					
Ensure all new residential dwellings and areas are safe and avoid all naturally occurring features that adversely affect personal and property safety.					
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources
1. Ensure all housing units are protected from all harmful, naturally occurring risks and events.	As necessary, monitor and update the General Plan and Land Use Ordinances to avoid locating housing units in areas subject to flooding, high groundwater, or other environmental risks.	Land Use Specialist, Planning Commission	At a minimum annually, or as new information and data become available	General Plan and Land Use Ordinances provide policies and actions necessary to protect all housing units from naturally occurring risks	Federal, State, and Local agencies, City Engineer
2. Annual monitoring report.	Required Comprehensive annual housing	Land Use Specialist,	Annually (before May)	At a minimum, 1) the number	Planning Consultant (as necessary)

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	report provided. Report reviewed by the Planning Commission and City Council			of building permits issued, (2) connections and correlations between land use regulations and decisions related to moderate- income housing strategies,(3) review of how the private capital market has responded to moderate- income housing strategies,	
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					(4) highlight all private and public barriers to achieve City's moderate-income housing strategies. Necessary housing-related actions taken	
Housing Policy #2						
All permits to construct a new dwelling, remodeling an existing dwelling unit, or any other action requiring a building permit shall comply with the International Building Code, as adopted, and the Fire Code, as adopted.						
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources	
1. Before issuance, all building permits shall comply with the City's	Land Use Specialist to issue a Land Use Ordinance certificate of land use ordinance compliance	Land Use Specialist. Building Official	Ongoing	All building permits comply with the City's Land Use Ordinances,	Land Use Specialist, Building Official, Planning Consultant (as necessary)	

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Land Use Ordinances, as applicable and as adopted.					as applicable and adopted.	
2.All new construction requiring a building permit shall comply with the IBC and Fire Code, as adopted.	The City's Building Official shall authorize all building permits	Building Official	Ongoing		All building permits comply with the IBC and Fire Code, as adopted	Building and Fire Code, State of Utah
See also Strategy #2, Housing Policy #1						
Housing Policy #3						
Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate-income housing (§ 10-9a-403(2)(b)(iii)(B), Utah Code).						
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources	
1.The city-maintained infrastructure	The City Engineer confirms the availability of	City Engineer	Ongoing	All city-maintained infrastructure	City Engineer. Infrastructure service standards	

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provided at the required Levels of Service	required services at accepted levels of service. The developer/applicant provides required infrastructure at established service levels, or greater, as needed by the City with a reimbursement agreement. Impact Fee collection			e provided at established levels of service	
See also Strategy #2, Housing Policy #1					
Housing Policy #4					
Create or allow for and reduce regulations related to internal or detached accessory dwelling units in residential zones (§10-9a-403(2)(b)(iii)(E), Utah Code).					
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources
1. Allow internal and external accessory residential	Monitor and update the General Plan and Land Use	Land Use Specialist. Planning	As required to supply reasonable opportunities	General Plan and Land Use Ordinances	State agencies, Land Use Specialist, Planning Commission,

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dwelling units by ordinance. Establish required standards	Ordinances as necessary	Commission	s to provide internal and external accessory dwelling units in selected zones	updated, as necessary	Planning Consultant (as needed)
2. Biannual report of the number of internal and external accessory dwelling units permitted	Report data was assembled, and the report was drafted	Land Use Specialist, Building Official	Biannual	Information provided to the Planning Commission and City Council	Building permits
See also Strategy #2, Housing Policy #1					
Housing Policy #5					
Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (§10-9a-403(2)(b)(iii)(F), Utah Code)					
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources

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1. With all General Plan Updates, consider including areas that may be appropriate for designation as commercial centers or mixed-use areas.	Consistent with the General Plan, update the Land Use Ordinances, as necessary, to provide opportunities for commercial centers and mixed-use areas	Land Use Specialist	As required to follow the General Plan	Land Use Ordinances are consistent with the General Plan	Land Use Specialist, Planning Consultant (as necessary) Necessary budget allocation
2. Consider allowing or requiring higher-density residential uses in commercial centers and other activity centers, as named by the General Plan.	Consider and consistent with the General Plan, updating the Land Use Ordinances, as necessary, to provide opportunities to establish higher density residential uses in commercial centers and other activity centers (that may include locations	Land Use Specialist, Planning Commission	As required to comply with the General Plan	Land Use Ordinances are consistent with the General Plan	Land Use Specialist. Planning Consultant (as necessary) Necessary budget allocation

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	immediately next to schools, churches, or other public facilities)				
3. Avoiding any inconsistencies with §10-9a-534 (Utah Code), as amended, consider requiring architectural and site design elements for compatible residential uses in commercial centers and other centers' activity that promote consistency and compatibility	Amend the City's Land Use Ordinances, as necessary, to provide architectural and site design elements in commercial centers and other activity centers.	Land Use Specialist, Planning Commission	Within 12 months of Housing Element adoption	Land Use Ordinance amendment considered by Planning Commission and City Council.	Land Use Specialist, Planning Consultant (as necessary)

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with the City's desired design character.						
See also Strategy #2, Housing Policy #1						
Housing Policy #6						
Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities (§10-9a-403(2)(b)(iii)(H), Utah Code).						
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources	
1. Consider allowing reduced off-street parking requirements for certain residential land uses that may include residential uses for elderly persons and persons with a	As necessary, update the Land Use Ordinances to reduce off-street parking standards for specific land uses.	Land Use Specialist, Planning Commission	Immediately	Land Use Ordinances, updated as necessary	Land Use Specialist, Planning Consultant (as needed)	

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disability or other land uses predicted to require reduced off-street parking.						
See also Strategy #2, Housing Policy #1						
Housing Policy #7						
Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate-income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate-income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate-income housing (§10-9a-403(2)(b)(iii)(O), Utah Code).						
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources	
Work with the Weber Housing Authority to provide and	Communicate and coordinate with Weber Housing Authority	Land Use Specialist, Planning	Ongoing	Annual report to Planning Commission	Land Use Specialist, Weber Housing Authority staff	

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protect moderate income housing opportunities.		Commission		and City Council on Weber Housing Authority activities in Planning City	
See Strategy #2, Housing Policy #1					
Housing Policy #8					
Demonstrate implementation of any other program or strategy to address the housing needs of residents of the City who earn less than 80% of the area median income, including the dedication of a local funding source to moderate-income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate-income housing (§10-9a-403(2)(b)(iii)(X), Utah Code).					
Strategy	Required Action	Lead Participants	Timeline	Success Measures	Available Resources
As a General Plan policy and to avoid any inconsistencies with §10-9a-535 (Utah Code), as amended;	Consistent with General Plan policy, amend the City's Land Use Ordinances to require a minimum of 10% of lots in	Land Use Specialist, Planning Commission	Immediately	General Plan amendment considered by Planning Commission	Land Use Specialist, Planning Consultant (as necessary)

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consider requiring all new subdivisions or other residential developments to provide a minimum of 10% of lots or dwelling units dedicated as moderate- income housing units.	subdivisions or 10% of dwelling units created in any other residential development to be dedicated as moderate-income housing units			and City Council	
See Strategy #2, Housing Policy #1					

CONCLUSION

(to be added and reviewed prior to City Council final action)