

PLAIN CITY COUNCIL  
MINUTES OF REGULAR MEETING  
MAY 16, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, May 16, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Jed Jenkins, Rachael Beal and Jan Wilson  
Excused: Councilmember Luigi Panunzio  
Staff: Diane Hirschi, Dan Schuler, Brandon Richards  
Present: Lt. Mark Horton, Debbie Beesley, Juanee & Vaughn Baird, Michael Phillips, Shawna Faulkner  
Zoom: Jim Beesley, Mark Midgley, Andy Weston

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

Mayor Beesley thank Mark Horton with the Weber County Sheriff's Office for his attendance at City Council meetings and the services he provides.

Approval of Minutes from May 2, 2024

Councilmember Beal asked that a statement be placed in the minutes about having a formal plan for the spending of impact fees. It was also noted that Councilmember Favero made the statement about watching these kids show their animals rather than Councilmember Jenkins. **Councilmember Jenkins moved to approve the minutes from May 2, 2024 as corrected. Councilmember Beal seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

Comments: Public

Debbie Beesley asked if there has been any progress on the public/private road issue in Stillcreek. Mayor Beesley stated they are working on it. Councilmember Beal asked what the status is. Brandon Richards stated it has been determined that the road has been built to the city's specifications, so that step is complete.

Report from Planning Commission

Shawna Faulkner reported the Planning Commission had a short meeting but a lot of discussion. A new transitional overlay was discussed. The Commission would like to work on the existing ordinance rather than create a new one. The Mayor stated he would prefer to leave the original ordinance in place as it deals with our trails corridor. Shawna will pass the Mayor's concerns on to the Planning Commission. The Commission then discussed the Hunter Run Subdivision. Shawna stated the turn-around was not put in as was originally approved. Marriott's have a tentative sketch to rectify that as well as add a couple lots and provide access to the lift station. No action was taken as they have not yet seen the actual plans. In discussing the City's General Plan, the Commission asked Dan to put together a proposal to help with our general plan. Shawna stated they found that should be done by City Council. She further stated the Planning Commission believes this is an important document for our city and would like to have some professional help with it, which will take some budget money to do that. Shawna stated Diane informed her of a grant that has already been distributed for this year but could be kept in mind for next year. She stated there are some things to be cleaned up in the General Plan that they can be working on in the meantime. It was noted that the timing of the grant has past from the WFRC and they will be looking at those again in November. The Mayor stated we do have \$30,000 to use as a match at that time.

Discussion/Motion: Letter in Support of Approval Voting

Councilmember Favero asked if we know who the other cities are that provided letters. An exact number is not yet known. Diane reported that she has copies of North Ogden and Huntsville's letters. **Councilmember Beal moved to sign the letter in support of Approval Voting as presented. Councilmember Wilson seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Fire Equipment Purchases

Assistant Chief Andy Weston reported the fire department has put together two bids for equipment. The bid from Sea Western was for \$21,228.68 and includes 3 FLIR cameras, but they only need one. They will remove the FLIR



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MINUTES OF REGULAR MEETING  
MAY 16, 2024

K53, and FLIR K45 and purchase the FLIR K55, making the total bid from Sea Western \$12,388.58 for cameras, plus 2 additional bids for equipment totaling \$20,401.28. The bid from Weidner is \$19,735.00. Councilmember Jenkins asked who has the better customer service. It was decided to go with Sea Western as a preference for their customer service in the past. **Councilmember Jenkins moved to approve the fire equipment purchases from Sea Western minus two of the TICs for a total of \$20,401.28. Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

**Discussion/Motion: Resolution to Dissolve Redevelopment Project Area by RDA of Plain City**  
Councilmember Beal confirmed this is the letter Diane sent asking the Council to take this off the books at the request of the County. Brandon stated this resolution was passed in 1991 but nothing ever happened with it, no taxes have been collected and it needs to be dissolved. Brandon noted that the Resolution has to be passed by the RDA which defaults to the City Council. **Councilmember Beal moved to approve Resolution #2024-05 dissolving the RDA of Plain City as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

**Discussion/Motion: Ordinance – Dissolve RDA Project Area**  
Brandon reported that this is the second part of dissolving the RDA. **Councilmember Beal moved to approve Ordinance #2024-04 dissolving the RDA Project Area. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

**Discussion/Motion: Approval of \$5,000 for Consultation on Camera Design for Parks**  
The Mayor stated there has been a lot of vandalism in our parks. He spoke to a Troy May with United Defense to see how much they would charge to design a camera system for the parks. Councilmember Beal asked if this would be designed and then put out to bid to implement it. Councilmember Wilson asked if the design itself should be put out to bid. Councilmember Beal stated the \$5,000 is a bit of sticker shock. The Mayor stated it has to go out to bid if the cost is over \$15,000. Councilmember Beal asked if we have cameras at the sewer plant. We do not. Councilmember Favero asked if we have anything in the budget for the actual project. Councilmember Jenkins stated he is thinking about the times we've had vandalism and the cost of addressing those repairs. Dan was asked to comment. Dan stated within the first six months of putting up the new press box up at Lee Olsen Park, every window was broken and the rolling doors were broken. A fire was set in the Pioneer Park bathrooms and everything shoved in the toilet. Someone stuffed pop cans in the sewer cleanouts on the roof causing a sewer backup, and also at Pioneer Park someone had a party and cut down four trees in the park strip. He believes we definitely need cameras. Councilmember Favero recommended an RFP. Councilmember Wilson agreed. Councilmember Favero also reminded the council that the company who puts in the project would also then have a monitoring fee. Discussion was held and it was decided to go forward with the consultation as this company has done work for Plain City in the past and it would be nice to have continuity. **Councilmember Jenkins moved to approve \$5,000 for consultation on camera design for parks. Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

**Motion: Approval of Business License**  
**New – Home Occupation**

Winslow Photographers	Patrick J Winslow	1543 N 4700 W	photography
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**New - Commercial**

TNT fireworks at Kents	TNT fireworks	3673 W 2600 N	fireworks inside Kents
*Plain City Confectionary, LLC	Jason D Loftus	2398 N 4350 W	tavern and beer license

It was noted that Confectionary has a new owner. **Councilmember Favero moved to approve the business licenses as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.**

**Motion: Approval of Warrant Register**

See warrant register dated 05/01/2024 to 05/14/2024. Councilmember Jenkins questioned the splash pad items. Dan stated the splash pad is an item in this current year's budget that was previously approved. There is \$21,000 set aside

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MAY 16, 2024

for the splash pad. These are mobile pieces that could be put in any location but felt it best on the cement pad by the bowery/concession stand at Lee Olsen Park. Councilmember Beal asked when we would turn it on for the residents. Dan stated he would like to discuss it with Colette and Diane. Councilmember Favero asked if this was culinary water. Dan confirmed it is. Councilmember Beal would like to put out a flyer when it is ready. Councilmember Favero asked to exclude himself from the vote tonight due to a possible conflict of interest with the bill from A.G. Favero & Sons. Dan explained the item was for a trackhoe provided by A.G. Favero & Sons to clean out the storm drain so the city could replace smashed pipe. **Councilmember Jenkins moved to approve and pay the bills as presented. Councilmember Wilson seconded the motion. Councilmembers Jenkins, Beal and Wilson voted aye. Councilmember Favero abstained. The motion carried.**

Report from City Council

Councilmember Beal reported the Military Appreciation event is being held at Kent's on Saturday, May 18<sup>th</sup>. She urged all who could volunteer to sign up. She then shared that the Western Weber CTC provides an invoice to the City for \$1,000. She stated we may need to put it on the next agenda. The Mayor stated there is money in the budget for this and we can go ahead and pay it. She noted we can invoice the Western Weber CTC for \$1,000 and they will make a donation to the city's celebration. They would just like to put signs up. They also want to know how they can participate in our 4<sup>th</sup> celebration. A booth option was discussed and the Mayor noted that we just need to be sure they do not compete with someone who has already signed up. Councilmember Beal also reported that a Weber Western CTC emotional coaching workshop is available to all adults to help coach the youth through the issues they are going through and be a support to them. Councilmember Beal stated she would like to see an RC runway for the public to use in Plain City. She would also like to see adult changing tables in our park bathrooms to change a child or adults with disabilities. She suggested getting an automatic cover for the window in the council room. She then asked about the possibility of ordering shirts for the Council and Mayor to wear. Dan stated some of their polos have the city logo on them so the printer already has the design. Shawna also offered to do the T-shirts. Councilmember Beal finally reported she learned the state passed a new law raising the fine for passing a school bus with its lights on and stopped.

Councilmember Jenkins reported Weber Mosquito Abatement has supplies and are taking calls to meet the needs of the residents. They also spray pre-determined areas as well.

Councilmember Wilson stated she will not be available for Saturday's Military Appreciation Day. She also stated she is going to meet with Diane to discuss grants.

The Mayor revisited Military Appreciation Day and stated this is the largest event for Operation Homefront and will be very busy. He thanked all those who contribute in putting it together.

**At 7:29 p.m. Councilmember Beal moved to adjourn and was seconded by Councilmember Wilson. The vote was unanimous.**

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

\_\_\_\_\_  
Mayor

Date approved \_\_\_\_\_



PLAIN CITY COUNCIL  
MINUTES OF WORK MEETING  
MAY 16, 2024

The City Council of Plain City convened in a work meeting at City Hall on Thursday, May 16, 2024 also accessible via ZOOM beginning at 7:35 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Jed Jenkins, Rachael Beal and Jan Wilson  
Also Present: Brandon Richards, Diane Hirschi, Dan Schuler  
Excused: Councilmember Luigi Panunzio  
Call to Order: Mayor Beesley

The purpose of the work meeting is for training of the open meetings law and ethics.

Brandon Richards, City Attorney, stated each year open meetings training is required. The State Treasurer's Office has put out a 10-minute video each councilmember is required to watch by the end of the fiscal year. He stated each council meeting is open to the public and a notice is posted. Brandon discussed how to close a meeting. Closed meetings have to be listed on the agenda of public meeting stating the meeting will be closed for one of the reasons listed by state code. The Mayor asked if we have to state only the reason for the closed meeting, or all reasons. Brandon stated it is best to list only the reason(s) a meeting will be closed rather than listing all options. The Mayor is concerned about personnel issues becoming known to the public. Brandon stated it is very rare that anyone would know which employee is being discussed. Brandon then listed the main five reasons to close a meeting:

- 1) Discussion of character, professional competence or physical or mental health of an individual
- 2) Strategy session to discuss pending or reasonably imminent litigation
- 3) Deployment of security personnel, devices, or systems
- 4) Investigation of proceedings regarding allegations of criminal misconduct
- 5) Strategy session to discuss the purchase, exchange, lease, or sale of real property.

He stated there must be 2/3 vote of the Council to close a meeting. Councilmember Beal stated that would be 4 members of the council to reach the 66%. Brandon reiterated that discussion in closed meetings must be limited to the item on the agenda and no other issues should be discussed. Closed meetings must be recorded, unless the issue is the mental capacity, mental health, or physical health of an employee, or discussions regarding the deployment of security personnel, devices or systems. Those discussions should not be recorded but the Mayor would sign an affidavit stating the reason the meeting was closed. Discussion of these two issues is not subject to GRAMA requests. He stated the Council cannot make any official decisions in closed meetings. He also reiterated that it is not advisable to report on issues discussed in a closed meeting during a regular City Council meeting. Once a closed meeting is over, it should not be discussed with anybody.

Diane provided each councilmember with a copy of the Annual Ethics Pledge, and the Employee/Officer Code of Ethics to read and sign. Brandon stated these are two resolutions that were passed last year. The Annual Ethics Pledge states the councilmember has read the Employee/Officer Code of Ethics and will abide by that and also complete and keep updated their Conflict of Interest form. The Employee/Officer Code of Conduct addresses Disqualification from acting on Plain City Business, Improper Use of Official Position, Accepting Gifts or Loans, Disclose Privileged Information, Financial or Beneficial Interest in Transactions, Nepotism, Misuse of Public Resources or Property, Outside Employment, and Political Activity. He stated the Utah Code focuses on disclosure, whereas the City's Code of Ethics calls for a higher standard. Brandon stated the big provisions in the Utah Code are that we cannot disclose confidential information. Councilmembers are not to attempt to secure special privileges or benefits because we are on the City Council. Councilmembers are not to receive loans or gifts, with some exceptions applying: under \$50, a public presented award, and few other things. If questions arise whether or not there is a conflict, please ask Brandon or Diane.

At 7:55 p.m. the meeting adjourned.

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

\_\_\_\_\_  
Mayor

Date approved \_\_\_\_\_



## NOTICE OF DECISION

**Plain City, Weber County, Utah**

On May 23, 2024, the Plain City Planning Commission recommends

[ X ] Approval, [ ] \*Approval with condition(s), [ ] Disapproval, [ ] Tabled

of an application for Subdivision Amendment for Scott Wayment Subdivision Lot 1 approx. 1730 N 5100 W

received from (Applicant): Tyler Scoffield 1730 N 5100 W

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.

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City Official

\*Condition(s)/Notes:

Commission Faulkner motioned to recommend to City Council to approve the subdivision amendment for Ramsey Estates 1730 N 5100 W Lot 5. Commissioner Maw seconded the motion. Vote: Commissioners Maw, Skeen, Faulkner, Neil and Chairman Jenkins voted aye. Motion Carried.

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City Official

\*Condition(s)/Notes:

Commission Faulkner motioned to recommend to City Council to approve the subdivision amendment for Ramsey Estates 1730 N 5100 W Lot 5. Commissioner Skeen seconded the motion. Vote: Commissioners Maw, Skeen, Faulkner, Neil and Chairman Jenkins 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:** May 13, 2024

**Subject:** **Scott Wayment /Ramsey Estates Subdivision Amendment**

We have reviewed the proposed subdivision amendment plat for the Scott Wayment and Ramsey Estates Subdivisions. Following our review, we have the following comments:

1. It appears that existing service laterals are remaining. If any existing service lateral are being abandoned, they must be capped at the main line or as required by the utility provider.
2. Addressing for Ramsey Estates lot 5 and Scott Wayment Subdivision Lots 1 through 3 are to remain the same.

We recommend approval of this plat amendment. If you have questions or require additional information, feel free to contact me.

**APPLICATION FOR**  
**AMENDMENT TO A SUBDIVISION**

Subdivision Name Ramsey Estates Zone \_\_\_\_\_ Date Submitted 5/9/2024

Address of Subdivision 1730<sup>W</sup> 5100<sup>W</sup> Plain City, UT

No. of Units or Lots being affected by the amendment: 3

Owner Name Tyler Scottfield Full Address 1730<sup>W</sup> 5100<sup>W</sup> Plain City UT

Phone # 801-940-2097 Cell # Same Fax # 84404

Subdivider's Name \_\_\_\_\_ Full Address \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_ Fax # \_\_\_\_\_

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

Describe the amendment to the subdivision plat:

Lot #5 Ramsey Estates to take in the  
Back portion of lot #1 and #2 Scottfield

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

5/9/2024 [Signature]  
Date Signature

Office Use Only

Subdivision Amendment Fee: 200.00  
Number of Copies: \_\_\_\_\_

PC Approval Date: \_\_\_\_\_  
CC Approval Date: \_\_\_\_\_



**APPLICATION FOR  
AMENDMENT TO A SUBDIVISION**

Subdivision Name Scott Wayment Zone 18.5 Date Submitted 5/9/2024

Address of Subdivision 1730<sup>N</sup> 5100<sup>W</sup> Plain City, UT

No. of Units or Lots being affected by the amendment: 1

Owner Name Tyler Scofield Full Address 1730<sup>N</sup> 5100<sup>W</sup> plaincity ut 84404

Phone # \_\_\_\_\_ Cell # 801-940-2097 Fax # \_\_\_\_\_

Subdivider's Name Tyler Scofield Full Address 1730<sup>N</sup> 5100<sup>W</sup> plaincity ut 84404

Phone # \_\_\_\_\_ Cell # 801-940-2097 Fax # \_\_\_\_\_

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

N/A

Describe the amendment to the subdivision plat:

The amendment will join Lot #5 Ramsay estates  
with the back of lots #1 #2 Scott Wayment  
leaving the buildable half accor lots #1 and #2  
Scott Wayment

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

Date \_\_\_\_\_

Signature [Signature]

Office Use Only

5-9-24

Subdivision Amendment Fee: 200.00

Number of Copies: \_\_\_\_\_

PC Approval Date: \_\_\_\_\_

CC Approval Date: \_\_\_\_\_





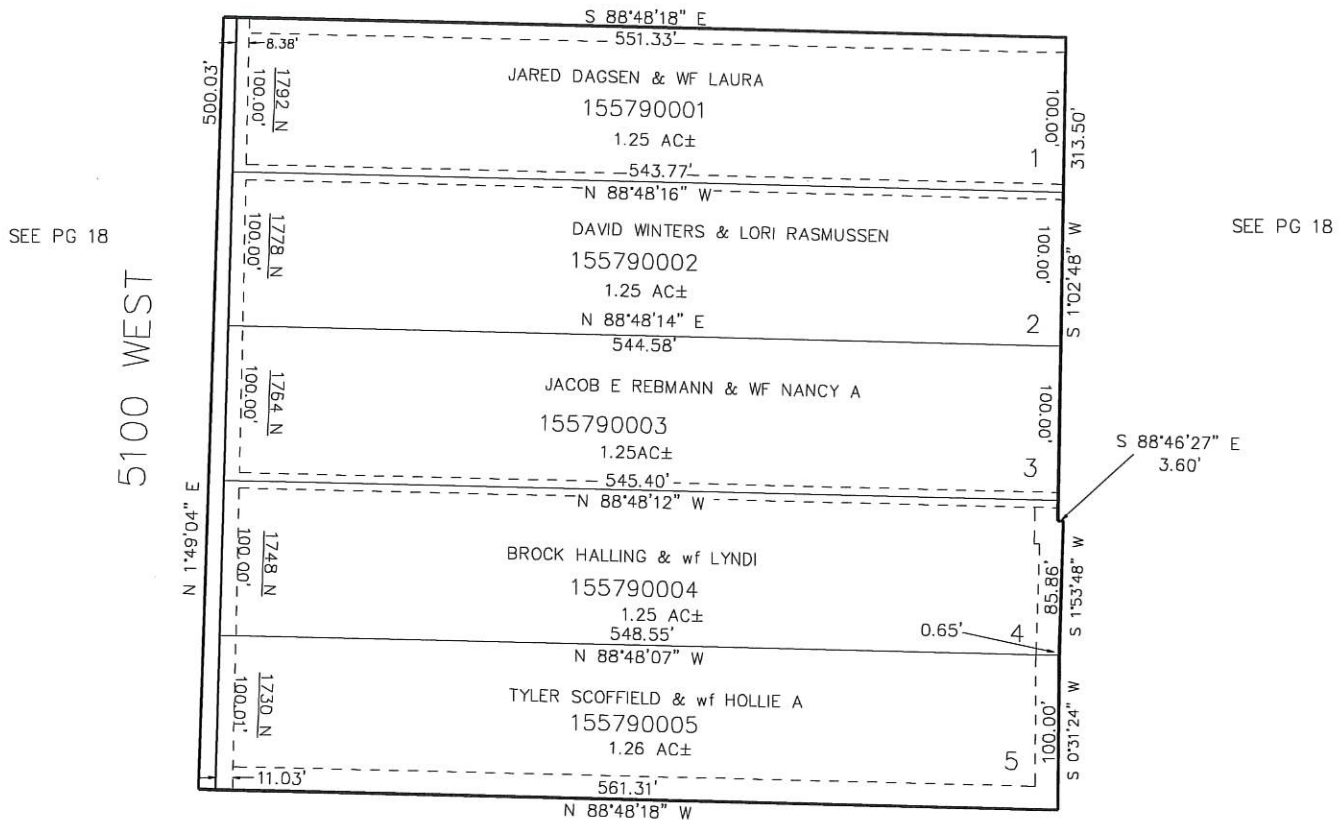
## RAMSEY ESTATES SUB

IN PLAIN CITY, WEBER COUNTY, UTAH

TAXING UNIT: 434

SCALE 1" = 60'

SEE BK 19 PG 18



SEE PG 18

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

FOR COMPLETE ENG DATA SEE  
ORIGINAL DEDICATION PLAT IN  
BOOK 77, PAGE 44 OF RECORDS.

Original

PART OF THE NW. 1/4, OF SECTION 5, T.6N., R.2W., S.L.B. & M.

832

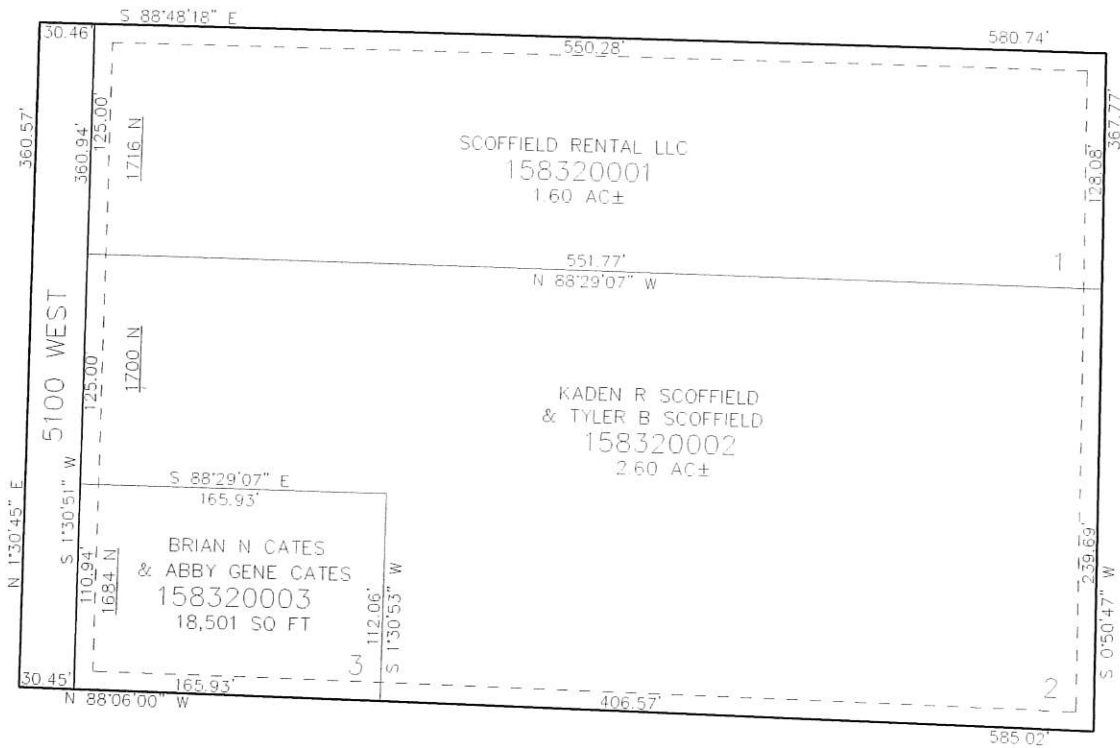
SCOTT WAYMENT SUBDIVISION

IN WEBER COUNTY

TAXING UNIT: 434

SCALE 1" = 50'

SEE PAGE 18



SEE PAGE 18

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

FOR COMPLETE SURVEY DATA SEE  
ORIGINAL DEDICATION PLAT IN  
BOOK 96, PAGE 59 OF RECORDS



## MEMO

TO: Mayor and City Council

FROM: Plain City Attorney Brandon Richards

DATE: May 30, 2024

RE: Brynlee Acres LLC Development Agreement

The following Memorandum is to cover my initial review of the Brynlee Acres Development Agreement.

My initial position with this agreement is to recommend the City take an appropriate amount of time to review it very carefully and make sure it will work well long term. I have outlined some issues to consider in this memo, but additional time may be warranted to make sure everything is covered and we have an acceptable agreement. I recommend not taking any final action on the agreement until a final version is produced and studied.

2.1 – References “satisfaction of conditions set forth in Article II.....” This is probably a typo that should reference some other section.

2.1 – Recommend it be noted that nothing in the agreement waives any of the *requirements* of our ordinances as well.

3.1 – Recommend reviewing carefully on whether there are any private roads being suggested, and to avoid those. Make sure the roads will comply with our city standards.

3.5 – Indicates a HOA will be utilized. Carefully consider that provision and also consider the city may be required to take over things such as common area and open space in the future if the HOA fails. This section also mentions private roads and that should be carefully considered.

3.7 – Mentions generally amenities. Consider whether we need to get any more specific in this agreement regarding what those will look like?

3.8 – Should make clear that any amendment needs to be agreed to by both parties.

6.6 – Attorney fee provision. Suggest limiting remedies to specific performance of contractual duties and requirements and eliminating the attorney fee clause.

Section 6.7 – It should be noted this agreement will run with the land indefinitely unless agreed to by all parties.

Additionally, Public Works Director Dan Schuler made the following comments in his review of the agreement, and I agree with them as well:

1. Add page numbering to keep track of the document.
2. There is a reference to a termination clause in section 7.8, however that section does not exist in the document.
3. 3.1 - How many units has been left blank and should be completed. It also references a “conceptual site plan” which can be vague and change over time. An example of this is the Fizz business site plan.
4. 3.5 - Developer/HOA shall maintain all ... need to add signs & street lighting.
5. The Developer will also need a maintenance agreement for the Detention pond onsite, that will also carry over to the HOA.
6. 6.7 - Remove any expiration/termination date of this agreement.

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
PLAIN CITY, UTAH, AND BRYNLEE ACRES LLC**

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_, 2024, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "city") and BRYNLEE ACRES, LLC, RICK SCADDEN (hereinafter referred to as "Developer"). The City and Developer collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHEREAS, the City has considered an application for a zone change from the present zoning of R18.5 to SENIOR HOUSING OVERLAY (Residential), of certain property located at 3425 W NORTH PLAIN CITY ROAD, Plain City, UT, and contained by the following parcel numbers: 19-021-0051, 19-021-0049, 19-021-0041, 19-021-0040, 19-021-0048, 19-021-0060, 19-021-0050, (hereinafter the "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately 9.39 acres; and

WHEREAS, City has approved Senior Housing Overlay zoning for the subject property (as shown in "Exhibit A") subject to the Developer agreeing to certain limitations and undertakings described herein, which agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Developer is in the best interest of the City and the health, safety, and welfare of its residents.

WHEREAS, the parties, having cooperated in the drafting of this agreement, understand and intend that this is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. 10-9a-103 (12).

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 "Owners Property" shall mean that property owned by Brynlee Acres LLC.

1.2 "City" shall mean Plain City, a body corporate and politic of the State of Utah. The principal office of City is located at 4160 W 2200 N, Plain City, Utah 84404.



1.3 "City's Undertakings" shall mean the obligations of the City set forth in Article II

1.4 "Owners" shall mean Brynlee Acres LLC.

1.5 "Developer" shall mean Rick Scadden, 118 E Lomond View Dr. North Ogden UT 84414. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest. The Developer shall be the owner at the time this agreement is executed.

1.6 "Developers' Undertakings" shall have the meaning set forth in Article III.

1.7 "Subject Property" shall mean the 9.39 acres

## **ARTICLE II CITY'S UNDERTAKINGS**

2.1 Subject to the satisfaction of the conditions set forth in Article II, the City shall accept an application for a Site Plan and Subdivision of the Subject Area from. The site plan and subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

## **ARTICLE III DEVELOPERS UNDERTAKINGS**

Conditioned upon City's performance of its undertakings set forth in Article II and provided ~~Developer has not terminated this Agreement pursuant to Section 7.8, Developer~~ agrees to the following:

3.1 The Developer shall have the right to develop \_\_\_\_\_ residential single-family units, with access and connections to public roads and rights of way in the locations shown on Exhibit A. The units shall generally be located in the configuration shown on the ~~conceptual site plan~~ in Exhibit A.

3.2 Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application comply with all City ordinances and the terms of this agreement.

3.3 Site Plan/Subdivision. The Developers will prepare a Site Plan Application and Subdivision Application reflecting the proposed development of the Subject Property. The Site Plan and Subdivision applications shall be processed as required by Plain City Code. The approved Site Plan and Subdivision shall be executed and binding on the Parties. The Site Plan may be amended by receiving a recommendation from the Planning Commission and approval from the City Council to the extent that said amendments are consistent with the objectives of this

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Agreement and the City's ordinances and regulations. The Subdivision can be amended subject to the process laid out in City ordinances.

3.4 Landscaped Lots. Developers shall fully and uniformly landscape all yards, common space, and open space within the proposed development. A landscape plan, including the location, type, and size of all materials, shall be submitted, and approved as part of the Site Plan application.

3.5 Maintenance. Developers shall maintain **all** landscaping, common areas, amenities, sidewalks, and private roads until a Homeowners Association is established. The HOA will then be responsible for maintaining all landscaping, sidewalks, private roads, and common area open space within the development. *add signs & street lighting.*

3.6 HOA and CCRs. Developer shall record Covenants, Conditions and Restrictions providing for the following:

- a) Homeowners Association with bylaws to include maintenance items listed in 3.5 of the developers' undertakings.
- b) Architectural guidelines for all the units and any accessory buildings in the development.

3.7 Amenities shall be reviewed and approved as part of the site plan application.

3.8 Amendments. Developers agree to limit development to the uses provided herein. If other uses are desired, Developers agrees to seek amendment of this Agreement before pursuing approval thereof.

3.9 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

#### **ARTICLE IV GENERAL REQUIREMENTS AND RIGHTS OF THE CITY**

4.1 Issuance of Permits - Developers, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developers' Undertakings and shall make application for such permits directly to Plain City and other appropriate agencies having authority to issue such permits in connection with the performance of Developers' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

4.2 Completion Date. The Developers shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

4.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developers and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developers 'Undertakings.

4.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

## **ARTICLE V REMEDIES**

5.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party 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. In the event that such default or breach cannot be 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 default or breach, and shall continue diligently thereafter to cure or remedy such default or breach 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 opinion to:

5.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

5.1.2 If the remedy of reversion is pursued, the defaulting Developer(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning.

5.1.3 If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

5.2 Enforced Delay Beyond Parties 'Control. For the purpose of any other provisions of this Agreement, neither City nor Developers, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond 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 or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors



or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

5.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach 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 any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

5.4 Rights of Developers. In the event of a default by Developers' assignee, Developers may elect, in their discretion, to cure the default of such assignee, provided, Developers' cure period shall be extended by thirty (30) days.

## **ARTICLE VI GENERAL PROVISIONS**

6.1 Successors and Assigns of Developers. This Agreement shall be binding upon Developers and their successors and assigns, and where the term "Developers" is used in this Agreement it shall mean and include the successors and assigns of Developers not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developers) of the Subject Area.

6.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developers: RICK SCADDEN

118 E Lomond View Dr.  
North Ogden UT 84414

To City: PLAIN CITY CORPORATION

4160 W 2200 North  
Plain City, Utah 84404

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

6.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

6.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

6.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

6.6 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.7 Expiration. The term of this Development Agreement shall commence upon the effective date and continue until December 31, 2042. Upon termination of this agreement, any undeveloped property shall become subject to the then existing City ordinances and requirements, and all development rights vested under this agreement shall expire except that such expiration shall not apply to any site plans or subdivisions that have been approved prior to termination. This agreement will also terminate automatically at Buildout.

6.8 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Plain City City Council.

6.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer(s), whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.  
PLAIN CITY CORPORATION:

\_\_\_\_\_  
Jon Beesley, Mayor

ATTEST: \_\_\_\_\_

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

I (we), \_\_\_\_\_, \_\_\_\_\_ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

\_\_\_\_\_  
Brynlee Acres LLC, Rick Scadden

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





## **CHAPTER 7**

### **SENIOR HOUSING OVERLAY ZONE**

#### **SECTION:**

**10-7-1: Purpose And Intent**

**10-7-2: Use Regulations**

**10-7-3: Area Regulations**

**10-7-4: General Regulations**

**10-7-5: Submission Of Application**

**10-7-6: Planning Commission Consideration**

**10-7-7: Planning Commission Action**

**10-7-8: City Council Action**

**10-7-9: Final Site Plan And/Or Final Plat Approval**

**10-7-10: Building Permit Issuance**

**10-7-11: Time Limit**

**10-7-12: Easements Over Common Areas**

**10-7-13: Homeowners' Association Required**

#### **10-7-1: PURPOSE AND INTENT:**

##### **A. Purpose:**

1. The Senior Housing Overlay (SHO) Zone is established for senior housing residential development within a limited area of the City. It is expressly provided that the SHO Zone is not intended to be utilized for all residential development within the City. The SHO Zone shall only be permitted for property approved by the Planning Commission and City Council. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

2. It is established to ensure that adequate housing is available to senior citizens. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

3. It is established to facilitate the development of senior housing projects which are superior in functional design, quality of construction, appearance, and operational standards.

4. It is established to ensure that the requirements of the Americans With Disabilities Act (ADA) and universal design principles are incorporated within senior housing developments.

5. It is established to ensure that the requirements of all disciplines related to the International Code Council are followed.

**B. Intent:** This zone is designed to provide for residential uses that are appropriate for the development of seniors, recognizing their unique lifestyles and needs, by allowing higher densities, a mix of uses, and requiring in return, higher design and construction standards, as well as the provision of specific site and building amenities. It is the intent of this zone to carry out the policies and objectives of all elements of the General Plan and to meet the standards necessary to satisfy the requirements for

public health, safety, and general welfare. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-2: USE REGULATIONS:**

A. Conditional Use/Preliminary Development Plan Approval: The residential uses, housing types and the location of the buildings proposed in an SHO Zone may differ from the residential uses, housing types and regulations governing such uses in effect in the zone in which the development is proposed, provided the provisions of this chapter are complied with.

B. Nonresidential Uses: Nonresidential uses may be included in the development to provide a necessary service to the residents of the development or to expand uses in certain areas of the City as determined by the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-3: AREA REGULATIONS:**

At least one household member must be fifty (50) years or older. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-4: GENERAL REGULATIONS:**

A. Open Space: A minimum of fifteen percent (15%) open space shall be required of all SHO Zones, except as set forth below. For the purposes of this chapter, "open space" shall mean land and amenities set aside for common areas which are available for recreational use by residents of the SHO Zone or the public in general where land is dedicated to the City or the City holds a public access easement to the land. Open space acreage proposed to meet the fifteen percent (15%) requirement and encumbered by easements, wetlands, or utilities may only be utilized at a rate of up to fifty percent (50%). The percent applied to such properties shall be negotiated with the Planning Commission and the Planning Commission shall base their recommendation on the usability of that space, the amenities that it will provide, and the impact of the space on the project and the City. Open space shall not include private yard space, roads, parking lots, or dwelling units. The fifteen percent (15%) open space requirement may be reduced when the maximum density otherwise allowable is not requested, and an exceptional amenity or amenities of Citywide benefit are included in, or in conjunction with, the project.

B. Density: The SHO Zone density shall be an average of 6.0 units per acre.

**C. Yard And Height Regulations:**

1. The yard and height requirements of the adjacent zone around the periphery of the project shall be considered by the Planning Commission and may be modified (greater or smaller), as the Planning Commission deems necessary, in order to provide the privacy to the existing land uses, as well as the proposed land uses in the SHO Zone.

2. Front of building shall not encroach upon the utility easement and shall be a minimum of ten feet (10') from back of curb.

3. Minimum spacing between buildings shall be ten feet (10').

D. Site Development Standards; Signs: Site development standards and sign regulations shall be determined by approval of the site development plan.

E. Land Dedication, Streets, Lighting, And Utilities: The City Council, upon recommendation of the Planning Commission, may consider the dedication of streets, open space, and/or parks within the SHO Zone. Any private roads shall meet City standards for pavement structure. A street lighting plan is required. All utilities to be installed as part of the SHO Zone, shall be placed underground.

F. Guarantee; Deposit In Escrow: The developer will deposit in escrow with an escrow holder approved by the City Council an amount of money equal to the cost of improvements required plus ten percent (10%) as estimated by the developer and approved by the City Engineer under an escrow agreement conditioned for the installation of said improvements within two (2) years from the date the



final plat is recorded. The escrow agreement aforesaid shall be approved by the City Council and City Attorney and shall be filed with the City Recorder. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

G. Revisions: As part of the City Council review of the final plat and/or development agreement, the City Council may modify the recommendations of the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

H. Development Agreement: A development agreement shall be required for all SHO Zones to assure that all conditions of approval, resolution of negotiations, etc., are completed in the final development. The development agreement is a negotiated document. The Planning Commission shall make its recommendation on development agreement standards to the City Council. The City Council shall have the final negotiation and power to approve the final development agreement. The development agreement shall be signed and recorded concurrently with the final plan by the City Council. This agreement runs with the land and contains all the conditions decided upon during the project approval process. Once the Planning Commission has deliberated on the conditional use and the development agreement, the draft development agreement shall be sent to the City Council for review and consideration. The City Council review and/or modification shall be accomplished prior to the Planning Commission review of a preliminary plan or other submittals for the project. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

I. Checking Fees: Checking fees for SHO Zones shall be based on the same standards contained in the subdivision title and fees established for lots shall be applicable to housing units.

J. Architectural Standards: The following minimum architectural standards shall be required of all dwellings within a planned residential unit development:

1. Single-family dwellings shall have at least a two car garage (with minimum interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.

2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.

3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.

4. The minimum roof pitch shall be at least four to twelve (4:12).

5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.

6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.

7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.

8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.

K. Universal Design: Universal design (also known as "aging in place") is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All

projects shall implement, at minimum, the following universal design principles:

1. No step entries.
2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
3. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.
4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
5. Room thresholds that are flush.
6. Adequate lighting throughout the dwelling unit.
7. Provide lever door handles and rocker light switches.
8. Provide additional closet rod brackets to allow potential access from a wheelchair.
9. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-5: SUBMISSION OF APPLICATION:**

A. Required: An application for an SHO Zone shall be submitted as a conditional use to the Planning Commission. An overall preliminary development plan including subsections A1 through A10 of this section shall be submitted with the conditional use application for the SHO Zone.

1. Development density, coverage, and open space characteristics.
2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.
3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.
4. Conceptual landscape plan, fencing, and screening.
5. Conceptual grading and drainage.
6. Streets and lots.
7. Identification signs or entrance features.
8. Street lighting.
9. A written letter of commitment to the particular design concepts of the project. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
10. A draft financial plan for the permanent maintenance of common area facilities. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

B. Other Necessary Information: Such other information shall be included as may be necessary to determine that the contemplated arrangement of uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title.

C. Project Details And Proposal Negotiations: As part of the General Plan/rezone, or the rezone, or the conditional use, or subdivision process, project details and proposals such as lot sizes, densities, setbacks and amenities may be negotiated. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-6: PLANNING COMMISSION CONSIDERATION:**

In considering the proposed Senior Housing Overlay development, the Planning Commission shall consider:

A. Design: The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.

B. Streets, Traffic, Parking: Which streets shall be public and which shall be private, the entrances and exits to the development and the provisions for internal and external traffic circulation and off street parking.

C. Landscaping, Screening: The landscaping and screening as related to the several uses within the development as a means of its integration into its surroundings.

D. Signs: The size, location, design and nature of signs, if any, and the intensity and direction of area of floodlighting.

E. Density: The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands, either existing or as indicated on the zoning map or Master Plan as being a desirable future residential density.

F. Financial Ability: The demonstrated ability of the proponents of the Senior Housing Overlay development to financially carry out the proposed project under total or phase development proposals within the time limit established.

G. Open Space And Amenities: The value to the community of the open space to be preserved and the amount and quality of the open space and amenities.

H. Phases: In the event the Senior Housing Overlay is done in phases, the undeveloped portion will be addressed in the development agreement. It is up to the developer to present the options (materials) and up to the commission to decide. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

#### **10-7-7: PLANNING COMMISSION ACTION:**

A. Recommendations: The Planning Commission, subject to the requirements of this chapter and this Code, may recommend to approve, modify with conditions or deny, the draft development agreement, site plan, and/or the preliminary development plan.

B. For A Conditional Use: The Planning Commission, subject to the requirements of this chapter, may approve, modify, deny, or approve with conditions, the conditional use including the preliminary development plan for the proposed Senior Housing Overlay development. After a conditional use for the Senior Housing Overlay development is approved, a preliminary plat may be submitted using the standards and procedures found in the subdivision ordinance where subdivision approval is required. The Planning Commission may hold a public hearing for the conditional use permit. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

#### **10-7-8: CITY COUNCIL ACTION:**

In addition to the standard procedures, approval processes, and powers of the City Council, the City Council may hold a public hearing on the development agreement in conjunction with the General Plan and/or zone change or separately after the Planning Commission review of the conditional use where a General Plan and/or zone change is not required. The City Council may approve, approve with conditions, or disapprove the final development agreement. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

#### **10-7-9: FINAL SITE PLAN AND/OR FINAL PLAT APPROVAL:**

Permitted uses specified in section 10-7-2 of this chapter require site plan approval by the Planning Commission before building permits are issued subject to section 10-8-16 of this title. Conditional uses are regulated by chapter 10 of this title.



All plans shall follow standard subdivision approval process with the Planning Commission. Approved final site plan or final plat will be forwarded to the building official for issuance of building permit. (Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-10: BUILDING PERMIT ISSUANCE:**

The building official shall not issue any permit for the proposed building or use within the project unless such building or use is in accordance with the approved development plan and any conditions imposed. Approved development plans shall be filed with the Planning Commission, City Engineer, building official and City Recorder. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-11: TIME LIMIT:**

Unless there is substantial action leading toward completion of a Senior Housing Overlay development or an approved phase thereof within a period of six (6) months from the date of approval, as determined by the City Council, to get the plat recorded or such approval shall expire, unless after reconsideration of the progress of the project, an extension is approved. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-12: EASEMENTS OVER COMMON AREAS:**

In the Senior Housing Overlay Zone, there shall be reserved proper easements over the common areas to accommodate public services, including, but not limited to, the right of police and fire personnel to enter upon any part of the common areas, and to allow the City to repair or replace facilities or improvements thereon if any association fails so to do. The declaration for any such development shall include a provision covenanting with the City and all unit owners to maintain the common areas and facilities for the use of declarant and all unit owners prior to being turned over to an association. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

**10-7-13: HOMEOWNERS' ASSOCIATION REQUIRED:**

In the Senior Housing Overlay development with common areas and facilities such as common open space or private streets, a homeowners' association shall be created concurrent with recording of the final plat, to assure maintenance of the common areas and facilities in perpetuity. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

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PLAIN CITY CORPORATION

CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S NAME BRINLEE ACRES DATE SUBMITTED 9-22-2023

ADDRESS 118 E LOMOND VIEW DR STATE UT ZIP 84414

PHONE NO 801-725-0781 EMAIL rickscadden@gmail.com

ADDRESS OF SITE BEING CONSIDERED: 3465 W NORTH PLAIN CITY RD

TAX ID NUMBER OF PARCELS BEING CONSIDERED: 190210052 190210048 19021004  
190210040 190210041  
190210049 190210051

FEE: \$200.00 Date Paid 10-10-23 Receipt No. 2036320

Application is hereby made to the Planning Commission requesting that the

following land use SENIOR HOUSING OVERLAY

be approved as a "Conditional Use" on 9.3 ACRES in zone R 18.5

Sq. ft or acres

in accordance with the attached site plan.

Please Complete the Following:

1. Please state in detail what is intended to be done on or with the property. Include a site plan as required in the Plain City Ordinance. ACTIVE ADULT COMMUNITY/ SINGLE FAMILY STYLE DWELLINGS. WITH AMENITIES AND WALKING TRAILS.

2. Explain fully how this application of land use will satisfy each of the following conditions:

(a) Why is this use at this particular location necessary or desirable to provide a service of facility which will contribute to the general well-being of the neighborhood or community? PROVIDES HOUSING FOR SENIORS

READY TO DOWNSIZE. PROJECT PROVIDES MAINTENANCE ON LANDSCAPE. AMENITIES TO ENJOY. WALKING TRAIL, PICKLEBALL COURT, OPEN SPACE.

(b) How will the proposed use promote the general welfare of persons and property in the vicinity?

NO ADDITIONAL PRESSURE ON SCHOOLS. ACTIVE ADULT COMMUNITY PROVIDES LESS TRAFFIC THAN SINGLE FAMILY. ADULT AGE IS FASTEST GROWING SECTION OF POPULATION

- (c) How will the proposed use be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, and landscaping?

PROPERTY IS BACK OFF ROAD. PROVIDING SECURE PRIVATE LIFESTYLE. PROVIDING AN ACTIVE ONSITE LIFESTYLE FOR RESIDENTS.

- (d) How does the proposed use conform to the goals, policies, governing Principles and projected land use of the General Plan?

PROVIDES OPPORTUNITY FOR SENIORS TO DOWNSIZE AND NOT HAVE MAINTENANCE FOR LANDSCAPING ETC... AMENITIES WITH WALKING TRAILS

List the names and addresses of all property owners located within 500 feet of any point of the affected property. Attach additional sheet if necessary. The City will send out letters to the landowners informing them of this project.

Name

Address

JD & KATY CHRISTENSEN

DARRELL CHRISTENSEN

JDC RANCH

JERRY HAMBLIN

COURTNEY CHECKETTS

BRYAN SQUIRES

9/22/2023

Date

Rick Scadden

Signature of Applicant

I authorize RICK SCADDEN to act as my agent in all matters relating to this application.

Rick Scadden

Owner of Property

\*\*\*\*\*

FOR OFFICE USE

Approved/Denied

Date

Permit #:

Conditions:



## CONDITIONAL USE PROCESSING PROCEDURE

1. The Plain City Zoning Ordinance provides that certain uses, which may be harmonious under special conditions and in specific locations, but improper under general conditions and in other locations are classified as conditional uses and require conditional use permits.
  2. A conditional use permit can be issued only when regulations of the district or at a specific location are allowed with a "C" or a conditional provision by the Plain City Zoning Ordinance. The applicant should make this determination before filing the application.
  3. The application should then be filed with the City Office. Arrangements should be made at that time to have the application review placed on the Planning Commission agenda. Regular Commission meetings are held on the second and fourth Thursday of each month at 7:00 p.m. in the City Hall. To insure review, applications must be submitted at least seven (7) days prior to the Planning Commission meeting.
  4. The applicant or an authorized agent is requested to be at the Planning Commission meeting. In addition to the information furnished in the application, additional verbal and written material may be submitted at that time.
  5. The Planning Commission will act on the application within 30 days. The Planning Commission may attach such conditions as deemed necessary to secure compliance with city planning and zoning purposes. Upon approval of the conditional use permit application, the applicant may apply for the building permit or license as needed. Approval by the Planning Commission does not circumvent meeting code and ordinance requirements applied by the Building Inspector.
-

Plain City Commission  
Minutes of Meeting  
April 11, 2024

Discussion/Motion: Conditional Use Permit/Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road- Rick Scadden

Chairman Jenkins stated this is to go over the development agreement. He said to his knowledge it looks like all the changes have been made. Dan would like 6.7 taken out of the agreement, and on the plat make sure it says private road. Commissioner Neil brought up the second access which is not a second access. Rick said he would adhere to the 30 lots. Commissioner Neil mentioned that we should request what JDC is proposing, he would like to see JDC's plan. Rick did say he has had three meeting with JDC and they are aware of where his road is. Dan mentioned reading the definition of the second access and it says it only needs to be twenty feet wide. The fire code states a second access only needs to be twenty feet wide for a fire emergency. Commissioner Faulkner mentioned the problem is we are relying on the fire code and if we want it different, we need to get it into our ordinance so we are not relying on the fire code. Chairman Jenkins indicated we do not have this in our code and we are referencing the fire code and it says twenty feet for the purpose of an emergency, so do we make Rick wait before he can exceed 30 lots. Dan mentioned he has a second access for a fire access. Dan supports what Chairman Jenkins is saying but we have to go off of what is in the fire code. Rick did say he has met with both Weber Fire and the Plain City Fire Marshall and they would like to see red curb all along the road and make it a one-way out. Chairman Jenkins mentioned based on what they said earlier they are eliminating needing to build a second access. Rick did say the road is coming.

**Commissioner Maw motioned to make a no motion. Commissioner Skeen seconded the motion. Commissioners Skeen, Neil, Faulkner, Maw and Chairman Jenkins voted aye. The motion carried.**

Discussion: Swimming Pool Ordinance

Chairman Jenkins thanked Tammy for putting this together for everyone, he did say we have the longest swimming pool ordinance around. Commissioner Maw mentioned the issue with the 25 feet, he said he did not know where that came from. Commissioner Neil mentioned the commissioners did it a long time ago. Commissioner Faulkner is asking is there a reason it has to be 25 feet. Commissioner Skeen mentioned if you are on a corner lot, the lot right next door can have it within 5 feet but the corner lot has to be 25 feet on the rear property line. He said the building inspector mentioned that on #4 it says *It shall not be less than 30 feet from any neighbors dwelling or 20 feet from any side lot line of an adjacent vacant lot.* He mentioned that you already have 30-foot requirement from a neighbor's dwelling why do you need 25 feet from the property line. Tammy said that the inspector mentioned maybe we need to address odd shaped lots in our ordinance. Commissioner Skeen indicated if you are not on a corner lot you can be 6 feet from the property line as long as you are 30 feet from an adjacent neighbor's dwelling or 20 feet from the vacant lot line. This corner lot issue is 25 feet from property line no matter what on the rear which is kind of weird. This is a rear setback not a side setback. Commissioner Faulkner is in favor of making the rear setback shorter, she does think that 30 feet from a dwelling should still apply. Commissioner Ortega said if we remove #7 *On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty-five feet (25') from such lot line;* we will still have 30 feet from the road. Chairman Jenkins stated they will have a self-closing gate with a 6-foot fence. Dan mentioned it is a weird shaped lot and doesn't meet requirements of the ordinance. Chairman Jenkins mentioned if we eliminate #7, will that address the issue of odd shaped lot? Dan feels we need to spell something out for corner lots, he wondered if we have looked at other cities to see what they are doing for a corner lot. Commissioner Skeen said most of the other cities just say if it is a corner lot in a side yard the accessory building ordinance applies to the pool. Commissioner Faulkner is wondering if we want to make it the same as our accessory building ordinance. Commissioner Maw liked that idea. Commissioner Skeen mentioned that it would still have to be 30 feet on a corner lot and



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Discussion/Motion: Conditional Use Permit/Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road- Rick Scadden

Rick is here to talk about the development agreement, he indicated there are a few mistakes in the agreement he would like to correct. In **Article III Developers Undertakings 3.1** change to 42 single family dwellings, change **Exhibit B** to **Exhibit A** take out the last sentence of the paragraph that talks about townhomes. Rick will take out any place it says townhomes. Rick mentioned Weber County Fire and our Fire Marshall have reviewed the plat. They gave input on a secondary access for now. He said the road on the east side that comes out will be a one-way road with red curb so there will be no parking allowed, there will be proper signage. Rick indicated the Fire Marshall signed off on this being a secondary access. He feels the agreement is pretty straight forward, it talks about how he will meet all of our ordinances and process of approvals will be governed by the city ordinances. Commissioner Neil is wanting clarification on the second access. Rick said it is between the two existing homes that are on the plat. Commissioner Faulkner was wondering if the road was just a one way out. Rick said it was, there will not be an entrance on that road. He mentioned a pickle ball court and a little clubhouse, and it would be an active adult community which is age restricted all single-family homes. Commissioner Faulkner commented that this was recommended for approval in an earlier meeting but we forgot we needed a development agreement. Commissioner Skeen mentioned **3.8**. Rick indicated the **3.8 paragraph would be taken out**. Commissioner Skeen is wondering as far as the second access goes, are we going to scratch the 30-lot requirement with the one-way road? Commissioner Maw mentioned the December minutes it says they will do 30 homes until the second access is approved. Rick mentioned at the time he didn't think he could use the second access. Commissioner Faulkner mentioned that this is just for the overlay. Dan commented on the HOA and his understanding was it would all be private roads, sidewalks, curb and gutter. He thought everything was going to be HOA maintained. Rick stated that is the plan. Dan mentioned **3.5** and **3.6** talks about the HOA, he wants to make sure it says they will be maintained by the HOA. Rick said he would make sure what Dan talked about would get added. **Dan wants to make sure the plat shows that the roads are private**. Dan was wondering if they will have dumpsters on site for sanitation and where the mailboxes will be. Rick said they will have to discuss the dumpsters at a later date, the mailboxes will be out front in the open space at the intersection. Dan mentioned in **3.1** *it says Developer may reconfigure the townhomes to accommodate geotechnical or other terrain features provided all setbacks and other requirements of the ordinance and this agreement are met*. Dan would like to see this changed. Rick indicated he will make it more clear of what he was trying to say. Rick mentioned the fire lane access is 20 feet he said it is wider in some areas. Chairman Jenkins stated that the agreement has a significant number of changes in it, he is wondering if everyone is comfortable approving this with conditions or do we want to table it and have a longer to look at it. **Things that need to be fixed are taking out townhomes and replacing with single family dwellings and making changes in 3.1, 3.5 and 3.6 put in that HOA will be responsible for roads and sidewalks**. Commissioner Faulkner would like to add the roads will be designated as private. Rick mentioned striking **3.8** altogether.

Commissioner Skeen motioned to table the Conditional Use Permit/Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road pending the adjustments to the development agreement as specified in the meeting. Commissioner Faulkner seconded the motion. Commissioners Maw, Neil, Faulkner, Skeen and Chairman Jenkins voted aye. The motion carried.



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parks and options on the development agreement, there are some wetlands to look at as well as zoning. She told him we will schedule a work meeting on January 11, 2023 at 6:00pm. Commissioners would like to see something before the work meeting.

7. Legislative Items:

Public Hearing for Conditional Use Permit for Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road- Rick Scadden

**Commissioner Skeen motioned to open public hearing for conditional use permit for Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road. Commissioner Ortega seconded the motion.**

**Commissioners Maw, Ortega, Skeen, Neil and Chairman Faulkner voted aye. The motion carried.**

Chairman Faulkner read a letter from JD Christensen who could not attend tonight.

*My name is JD Christensen I live at 3682 west North plain city Rd. I own the property directly south of Brynlee Acres LLC. I have 2 comments I would like to make:*

*1. There is currently an open dirt irrigation ditch on or near the property line. I use that ditch to water my property. If it is left as is, open and undisturbed that is fine. If it is piped (at the expense of the developer) that is fine too, however, I request to be involved in the design and design review if piped. The elevation, size and installation of the pipe is critical for my ability to water my property. The number, size, elevation, and location of the headgates are critical to my ability to water my property. Piped or open, an easement for maintenance will be needed. The ability to maintain an open or pipe ditch will be required.*

*2. I request a fence be required on the developments South side. Keeping people and their blown around, tossed around items from getting into the ditch and on my property. Keeping people and trash out of the irrigation ditch is paramount. In addition, if it is piped, it is still paramount that people and people's stuff (garbage, chairs, etc) are contained and not blown routinely onto my property. Therefore, a fence would still be requested.*

Rick Scadden gave a quick overview and mentioned that Mr. Christensen's comments were well directed. He is here tonight to discuss an active adult community; they will all be single family and age restricted. He mentioned that it will put less pressure on our roads and schools. It will have a pickle ball court, walking trails and small club house. The company Hamlet Homes builds a nice quality project. Amy Kendrick had a couple of questions, the first one was about the sewer lift station. She said the alarms go off all the time and sometimes through the night what will it do to the lift station if 40 more houses are added. She also mentioned that there is a sidewalk across the street from her house but not in front of her house and she has small children that walk to the bus stop every day and she is concerned about the additional traffic on the road that is already not wide enough. She is wondering if there are plans to put a sidewalk in. She indicated that the park was going to be right behind her house and she wondered if the developer is going to pay for a fence between her house and the park. Amee Knudson said her house is going to be the house where the walking trail will go through. She said she also does not have a sidewalk in front of her house. She is also wondering if she will have a fence between her house and the park. She would also like to know what the landscape agreement will be. She feels she will lose privacy. She is concerned about the walkway between her house and her neighbors and if there is going to be a lot of foot traffic.

**Commissioner Maw motioned to close public hearing Conditional Use Permit for Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road. Commissioner Neil seconded the motion.**

**Commissioners Maw, Neil, Ortega, Skeen and Chairman Faulkner voted aye. The motion carried.**

Discussion/Motion: Conditional Use Permit for Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road- Rick Scadden

Rick addressed some of the comments from the public hearing, the sewer lift station does not tie into his development all the homes will be slab on grade. He mentioned the traffic would be higher for single family homes with children. This project is for mostly older people. He talked about the sidewalk; he feels his project



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is secluded and off the road so he doesn't see that it will have an effect on the other properties on North Plain City Road. He is willing to commit to a 6-foot privacy fence for the residents whose property will be affected by the park. Landscaping will be maintained by a property manager. Chairman Faulkner wanted to know if they just do landscaping around the homes or just the common area. Rick indicated they will do the whole thing. He mentioned that the trail doesn't go anywhere and he felt it probably wouldn't get much use. Chairman Faulkner asked if he would be doing sidewalk on the Joyce Stockley property, Rick is not sure. Dan mentioned that Brynlee acres will be below the sewer lift station, so it will be gravity fed down to lift station one. He doesn't see that being an issue. He indicated that he has gotten three separate grants to widen North Plain City Road. He said there will be curb gutter and sidewalk below Stillcreek. Commissioner Maw said the brochure shows that each resident will have a 2.5 car garage, that would make it over 100 cars. He is wondering about traffic and if Rick is doing anything to mitigate lights coming out of the subdivision. Rick said they are lining the street to line square and landscaping will take care a lot of that. He mentioned the age for the subdivision was 55 plus, so they won't be getting up to go to school and he mentioned that they may have only one car. Commissioner Maw wanted to know how they would prevent a child from living there. Rick said it is not allowed they could come and visit but not live there. Commissioner Neil is concerned about water shares he mentioned the Weber Basin letter dated on October 2, 2023 says you need to turn in some water shares to be in their district. Rick indicated they had water shares and that he needs to turn in 72 shares and he has 182 shares. Commissioner Neil would like to see a will serve letter after they turn in their shares. In the preliminary phase commissioners will see how the homes will be laid out. Rick indicated this project will have 25% open space; city ordinance requires 15% open space. Commissioner Skeen indicated that this will be an HOA, his question to commissioners, is can this subdivision have 40 lots with one access? Commissioner Neil mentioned at technical review Rick mentioned they will only do 30 homes until the other road goes through. Commissioner Skeen is wondering if it ties into JDC Ranch. Rick said he has been working with Nilson Homes on this. When they come back for preliminary, they will show what homes will be in what phase. Commissioner Skeen would like to state that originally, we did overlays as a requirement from the State to meet certain requirements, he mentioned that has gone away and now it is an ordinance. The purpose behind it is to provide open space, public amenities and trails, whenever he looks at an overlay these are the things he looks for, he mentioned that our future land use map shows trails connecting the entire city and this would not be part of that. Rick said he doesn't have control of what would be going on outside the development but grandkids could come and use the amenities in the development. Chairman Faulkner thought it was a residential overlay that tied in the system of trails through the city. Chairman Faulkner mentioned that her parents are looking for something and they are having a hard time finding anything so she liked this idea.

**Commissioner Maw motioned to recommend to City Council to approve the Conditional Use Permit for Senior Overlay for Brynlee Acres approx. 3459 W North Plain City Road. Commissioner Neil seconded the motion. Commissioners Maw, Neil, Ortega, Skeen and Chairman Faulkner voted aye. The motion carried.**

Public Hearing for Commercial Zone Ordinance

**Commissioner Ortega motioned to open public hearing for Commercial Zone Ordinance. Commissioner Skeen seconded the motion. Commissioners Maw, Ortega, Skeen, Neil and Chairman Faulkner voted aye. The motion carried.**

Chairman Faulkner indicated that we are combining tattoo and body art as conditional in all zones and have a separate line for piercing and teaching also conditional in all zones. There were no comments.

**AN ORDINANCE OF PLAIN CITY, UTAH AMENDING THE CITY'S ZONING  
ORDINANCE RELATED TO SWIMMING POOL SETBACKS; 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 amendment is made to Title 10 Zoning Regulations**

Plain City hereby amends Title 10 Chapter 8 Section 12 – Swimming Pool, Private; Tennis Court, Private; Basketball Standard and Court, Private as follows:

10-8-12: SWIMMING POOL, PRIVATE; TENNIS COURT, PRIVATE;  
BASKETBALL STANDARD AND COURT, PRIVATE:

A. Swimming Pool, Private: No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to main building and is located within the side or rear yard thereof;



2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
3. It may not be located closer than six feet (6') from water's edge to property line of the property on which it is located;
4. It shall not be less than thirty feet (30') from any neighbor's primary dwelling, or twenty feet (20') from any side lot line of an adjacent vacant lot;
5. ~~It shall not be less than twenty feet (20') from any neighbors' nonlivable area, which includes, but is not limited to, the garage, carport, or storage areas;~~
6. It shall not have less than six feet (6') hard surface around the pool;
7. ~~On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty-five feet (25') from such lot line;~~
8. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet (6'). The fence shall be constructed to limit any individual from accessing the pool area. The fence shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;
9. Where a swimming pool is completely enclosed in a building, the location requirement for accessory and main building shall apply. Where a swimming pool is to be located in the near vicinity of any septic tank or sewage disposal drainfield, the location must be approved by the Weber County health department; and
10. Any aboveground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line.
11. Summary of U.S. consumer product safety commission (CPSC) swimming pool barrier (barriers for residential swimming pools spas, and hot tubs) will be followed.

B. Tennis Court, Private: No tennis court shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to main building and is located within the side or rear yard thereof;
2. It is intended and is to be used solely for the enjoyment of the occupants and guest of the principal use of the property on which it is located;
3. It may not be located closer than six feet (6') to any property line of the property on which it is located. It shall not be less than thirty feet (30') from any neighbor's dwelling or twenty feet (20') from any side lot line of any adjacent vacant lot;
4. On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than twenty five feet (25') from such lot line, any neighbors' nonlivable area, which includes, but is not limited to, the garage, carport, or storage areas;
5. Any court lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line.

C. Basketball Standard And Court, Private: A single basketball standard and court shall not be considered a structure or accessory structure in any residential zoning district. The placement of a basketball standard or court shall be in accordance with the following requirements:

1. A light erected in conjunction with the basketball standard or court shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet (5') high along the neighboring property line; and

2. A net or other portable device may be erected up to thirteen feet (13') in height behind the basketball standard to protect the ball from falling onto the adjacent property. (Ord. 2016-02, 5-5-2016, eff. 5-5-2016)

**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 \_\_\_\_\_ 2024, and after publication or posting as required by law.

DATED this \_\_\_\_<sup>st</sup> day of \_\_\_\_\_, 2024

PLAIN CITY, a municipal corporation

\_\_\_\_\_  
MAYOR – Jon Beesley

ATTESTED AND RECORDED:

\_\_\_\_\_  
Diane Hirschi, CMC  
CITY RECORDER



**AN ORDINANCE OF PLAIN CITY, UTAH AMENDING THE CITY'S  
SUBDIVISION ORDINANCE; 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 Subdivision Ordinance Amended.**

**The following amendment is made to Title 11 Subdivision Regulations**

Plain City hereby amends Title 11 Chapter 3 Section 7 – Signing and Recording of Subdivision Plat:

**11-3-7: SIGNING AND RECORDING OF SUBDIVISION PLAT:**

- A. Signing Of Plat: When a bond or escrow is required, the Mayor shall endorse approval on the plat after the bond or escrow has been approved by the City Attorney and all the conditions of this resolution pertaining to the plat have been satisfied.
- B. Recording Of Plat: The City shall record the plat after all required signatures are obtained. At the same time, the City shall also record all dedications, covenants and

lien agreements as the City shall require to be recorded from time to time. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001; amd. Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

- C. **Final Plat; Time Limit For Recording:** Any final plat having received final approval shall be offered for recording within one year (365 days) after final approval. If a final plat is not offered for recording within one year (365 days) after final approval, final approval shall be considered null and void, and the developer must resubmit the final plat for recommendation by the Planning Commission and approval by the City Council. (Ord. 2017-14, 12-7-2017, eff. 12-8-2017)
- D. **Phasing:** Subdivisions containing more than thirty (30) lots shall be done in phases. When phasing a subdivision, a second access known as a standard residential rd. (60' R.O.W. at minimum) providing ingress and egress for a proposed subdivision shall be required when more than 30 lots are gaining access from a single access, and must be calculated in combination with any and all planned or existing lots or subdivisions using the same access. Each phase must be approved by the Planning Commission and shall consist of that number of lots that can be completely developed with off site improvements within a two (2) year period. "Off site improvements" are construed to be those improvements required by the City public works standards. "On site improvements" shall be construed to mean the construction of the dwelling and its appurtenant improvements on each lot. The development of the subdivision shall be in an orderly manner and all said off site improvements will be made available for the full, effective and practical use and enjoyment thereof by lessees or grantees of any of the lands located within the subdivision within the time hereinafter specified. Phases shall be designed to minimize the dead ending of streets and water lines. Phasing shall be done in such a manner as to provide sufficient traffic circulation in each of the phases. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001; amd. Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

**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 \_\_\_\_\_ 2024, and after publication or posting as required by law.

DATED this \_\_\_\_<sup>st</sup> day of \_\_\_\_\_, 2024

PLAIN CITY, a municipal corporation

\_\_\_\_\_  
MAYOR – Jon Beesley

ATTESTED AND RECORDED:

\_\_\_\_\_  
Diane Hirschi, CMC  
CITY RECORDER

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY  
TO ESTABLISHING A CASH RECEIPTING POLICY**

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 is interested in establishing a cash receipting policy and finds that to be in the best interest of Plain City.

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, Establishes a reporting fraud or abuse policy as set forth in the attached document.

PASSED AND APPROVED by the Plain City Council this \_\_\_\_ day of June, 2024.

Voting:

Council Member Favero	_____
Council Member Panunzio	_____
Council Member Jenkins	_____
Council Member Beal	_____
Council Member Wilson	_____

\_\_\_\_\_  
MAYOR OF PLAIN CITY

ATTEST:

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



# Cash Receipting and Deposit Policy

## Purpose

Establish a uniform control design for all departments of Plain City that receive cash. This policy has been developed by the City Recorder with input received from the City Auditor, external auditors and approved by the City Council who ultimately is responsible for the overall design and implementation of organizational controls. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the City Recorder will propose changes to the City Council for review and approval.

## Cash Receipts at Separate Individual Locations

1. All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., and designate the appropriate account. Manual receipts should have three copies; Customer copy, a Treasurer copy and a location copy.
  2. At least twice a week, Monday and Wednesday, each the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the City Recorder's office or place it in a secure (locked) place for deposit that day.
  3. Void/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone who does not receive cash. If an office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.
  4. Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$1,000 the deposit should be made in the same day.
  5. When deposits are made with the City Recorder's office the employee making the deposit will turn over the funds and watch as it is counted, receive a receipt detailing the amount, date of receipt and the signature of the City Recorder's office employee who took custody of the funds. This receipt will be returned to
-

the location and kept with the receipt records. Any discrepancy in the funds being deposited and the supporting documentation should occur when custody of the funds changes.

6. The City Recorder's office enters the deposit into the accounting system, and takes funds to the bank.
7. Plain City will install and maintain surveillance systems in offices receiving funds. Surveillance evidence will be maintained for 60 days.
8. Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

## Deposits

1. City Recorder's office employee will receive funds, count the funds, compare the amount received to the supporting documentation provided and give a receipt to the employee who turned over the funds with the amount received, date and that employees name and signature.
2. An employee from the City Recorder's office enters the information from the deposit into the Accounting system.
3. At the end of each day a deposit is made, the City Recorder's office will compile all cash and checks received, match the total to the total receipts in the accounting system, and create a deposit slip (deposit information should be sufficiently detailed to allow a reviewer to trace individual transactions from satellite locations into the deposit and verify that the funds were received by the bank.
4. Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.
5. Department heads for departments that collect cash should review the revenue recorded into the accounting system with their copy of the deposits to ensure correct recording of cash. Where practicable the system should be designed to only allow receipts for cash receipts to be recorded to accounts that pertain to that office or department.

## Adaptation to individual organizations

The policies and procedures mentioned above are basic and will need to be adapted to the individual needs of entities in varying sizes and locations. What follows are a series of individual considerations that may require adaptation to the policy or processes.

1. Small organizations - If there are not enough employees to segregate duties compensating controls should be considered such as: having a member of the governing body review transactions and trace them back to the source documents.

2. Entities may choose to modify deposit procedures to allow a department to make their own deposit into a bank account. In such cases the Treasurer should have access to the account and monitor the activity to ensure proper recording of transactions including adjustments, credits and withdrawals from the account.

## **RESOLUTION NO.**

### **RESOLUTION OF THE GOVERNING BODY OF PLAIN CITY, APPROVING AND ESTABLISHING A REVISED FEE SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **Section 1. Recitals**

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, in conformance with the provisions of UCA § 10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property; and,

WHEREAS, the City finds that the public convenience and necessity, and the demands of efficient management requires that the City charge fees for those requesting city services; and,

WHEREAS, the City finds that the public is not the primary beneficiary of such petitions and should not be required to pay the costs associated therewith but, rather, that the petitioning party should bear said expenses; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue in this matter and requires administrative action by the City as noted above;

THEREFORE, BE IT RESOLVED by the City Council of Plain City, that after the effective date of this Resolution, all costs associated with the attached revised fee schedule (Exhibit "A") shall be borne by the petitioner and not Plain City; and,

BE IT RESOLVED that the Mayor is hereby authorized and directed to cause to be drafted and executed any and all documents required to implement the foregoing requirements.

#### **Section 2. Repealer of Conflicting Enactments**

All orders 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 Resolution, 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 3 - Prior Resolutions**

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.



**Section 4 - Savings Clause**

If any provision of this Resolution 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 Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of Plain City.

**Section 5. Date of Effect**

This Resolution shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2024, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLAIN CITY, STATE OF UTAH, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

PLAIN CITY

\_\_\_\_\_  
Jon Beesley  
Mayor

ATTEST:

\_\_\_\_\_  
Diane Hirschi, CMC  
City Recorder

## Resolution #

## Exhibit A

<b>Monthly Service Fees</b>	<b>Cost</b>	<b>Comments</b>
Garbage collection (1st can within City limits)	\$ 19.50	
Garbage collection (each additional can within City limits)	\$ 16.50	
Garbage collection (out of City limits)	\$ 38.50	
Garbage collection (additional can out of City limits)	\$ 32.00	
Sewer Collection Fee (all Plain City residents)	\$ 13.80	
Sewer Treatment Fee (lagoon system)	\$ 9.20	
<b>Sewer Treatment Fee (Central Weber sets this rate)</b>	<b>\$ 30.35</b>	<b>\$30.96 07/01/2024</b>
<b>Copy Fees</b>	<b>Cost</b>	
<b>Copies each (black and white only)</b>	<b>\$ 0.15</b>	<b>\$ 0.25</b>
<b>GRAMA Research fee's (per hr)</b>	<b>\$ 16.00</b>	<b>\$ 18.00</b>
GRAMA Request copies (each)	\$ 0.25	
Faxes (per sheet)	\$ 0.25	
History Book	\$ 10.00	
<b>New Construction Fees (single family dwellings)</b>	<b>Cost</b>	
Garbage Cans	\$ 133.39	
Parks, Recreation & Trails Impact Fee	\$ 1,920.32	
Public Safety Impact Fee	\$ 90.00	
Storm Sewer Fee	\$ 790.00	
Sewer Connection	\$ 300.00	
Sewer Impact Fee	\$ 3,075.00	
<b>Sewer Impact Fee (Central Weber sets this fee)</b>	<b>\$ 2,631.00</b>	<b>\$3,537.00 07/01/2024</b>
Transportation Impact Fee	\$ 575.00	
<b>Rental Fees</b>	<b>Cost</b>	
Senior Center-West Room + \$150 cleaning deposit	\$ 75.00	\$ 100.00
Senior Center-East Room + \$150 deposit	\$ 50.00	\$ 75.00
<b>Business License Fees</b>	<b>Cost</b>	
Beer License (Class A)	\$ 60.00	
Beer License (Class B)	\$ 120.00	
Beer License (Class C)	\$ 150.00	
Commercial Business License (base fee per year)	\$ 60.00	
Door-to-door sales License (per year per person)	\$ 25.00	\$ 50.00
Home Occupation License (per year)	\$ 50.00	
<b>Excavation Permit (see road cut fee schedule)</b>	<b>\$ 150.00</b>	
<b>Filing Fees</b>	<b>Cost</b>	
<b>Technical Review Meeting - Zoning, Lot Line, Lot Consolidation</b>	<b>\$ 50.00</b>	<b>\$ 75.00</b>
<b>Technical Review Meeting - Subdivision</b>	<b>\$ 200.00</b>	<b>\$ 250.00</b>
Annexation Filing Fee (plus reimburse for costs incurred to city)	\$ 1,000.00	
<b>DADU Inspection Fee</b>		<b>\$ 50.00</b>
<b>Internal Accessory Dwelling</b>		<b>\$ 50.00</b>
<b>Land Use Appeal Filing Fee</b>	<b>\$ 200.00</b>	<b>\$ 400.00</b>
Conditional Use Permit Filing Fee	\$ 200.00	
Consolidation of Parcels	\$ 200.00	
Lot Line Adjustment	\$ 200.00	
Site Plan - existing building with no remodel	\$ 100.00	
Site Plan - new building	\$ 200.00	
<b>Overlay Zone</b>	<b>\$ 250.00</b>	<b>\$ 500.00</b>
Rezone Fee	\$ 200.00	
Subdivision Filing Fees	\$ 200.00	
per lot	\$ 50.00	
<b>Engineering fees (per lot)</b>	<b>\$ 121.00</b>	<b>\$ 200.00</b>
Phasing fee (per phase)	\$ 100.00	
<b>Planner fees</b>	<b>\$60/hr</b>	<b>\$ 160.00</b>
<b>Legal fees</b>	<b>\$85/hr</b>	
Subdivision Final Extension	\$ 100.00	
per lot	\$ 25.00	
Subdivision Plat Amendment	\$ 200.00	
<b>RV Temporary Occupancy Permit</b>	<b>\$ 500.00</b>	



801.550.5075  
HansenPlanningGroup.com  
124 B Street  
Springville UT, 84663

Plain City Council:  
c/o Diane Hirschi, City Recorder, [dianeh@plaincityutah.org](mailto:dianeh@plaincityutah.org)

30 May, 2024

**RE: PROPOSAL FOR PLAIN CITY / HANSEN PLANNING GROUP PARTNERSHIP**

It is our understanding that Plain City is looking for a partner to help update the general plan and serve as technical staff on an as-needed basis. The purpose of this letter is to provide highlights on how our firm might be able to help with both needs.

If the City is looking for a flexible agreement with a professional consulting firm, we would recommend a General Service Agreement (GSA). Under our GSA, Plain City would determine when and how often they would require our planning services. When a need arises, an "Assignment Order" would be initiated by the City to detail the tasks and desired outcomes. Hansen Planning Group would provide the City with an estimated total cost (using our established billable rate of \$160.00/hr) and timeframe for each assignment. This GSA would put Plain City in the driver's seat by only using our team when there is a need.

Under this structure, we would try to utilize videoconferencing to save on travel costs. When the City feels it is necessary for our team to attend meetings in-person, we would bill the City for travel time under the Assignment Order. Much of the expenses for this staffing review work can be passed on to applicants and developers by implementing an application fee.

In our experience, a GSA agreement is comprehensive enough that it would also allow for ongoing, as-needed planning, development, and strategic consulting support.

If you think that this approach would be a good solution, let us know and we can show you what a typical GSA contract looks like. Please feel free to reach-out with any questions or necessary clarifications.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mike Hansen', with a stylized flourish at the end.

Mike Hansen, Hansen Planning Group