

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JUNE 20, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, June 20, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Rachael Beal and Jan Wilson
Excused: Councilmembers Jed Jenkins and Luigi Panunzio
Staff: Diane Hirschi, Dan Schuler, Brandon Richards, Ryan Child
Present: Lt. Horton, Mike & Debbie Beesley, Melinda Jensen, Rick Scadden, Michael Phillips, Rob Ortega
Zoom:

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

The Mayor excused Councilmembers Panunzio and Jenkins.

Approval of Minutes from June 6, 2024

Councilmember Beal clarified that Brand Labs will charge for digitization on the shirts and Keen won't.

Councilmember Beal moved to approve the meeting minutes from June 6, 2024 as corrected. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Comments: Public

Debbie Beesley asked about the progress of making the private road public. The Mayor noted that there is no report. She said she will be back.

Melinda Jensen asked the council to put some signage by the Stillcreek park to see if that will help the speeding issue. She also reported that they cut down eleven trees and there is free firewood if anyone for anyone who wants to come and get it. She also reported that there are some water problems in Stillcreek and presented some pictures to the council in addition to the information she asked Diane to send out. She is concerned about the Homestead subdivision with the amount of fill being brought in that can potentially cause water issues for the current resident as well as those in phase 3. She reported that Visionary Homes is already aware of some of the existing water problems that they have caused. She feels they are not taking care of the problem as she listed several examples with Parker McGarvey. He insists that it is a warranty issue for the homeowner. The concern is due to high water table in that area. She feels that Visionary isn't making sure their lots drain properly and should be putting in French drains or sump pumps as needed. She claims the same issues were in Phase 1 in 2014 and they brought in many loads of fill which caused problems until they put in a French drains system. She quoted the plat notes that said the developer needs to grade each lot so the water drains to the fronting roads and does not drain onto existing lots. Her concern is that if they are not following through on the promises made to phase 3, they will not be made to future phases and the Homestead subdivision. She is asking a way to make sure Visionary Homes understands the concerns and doesn't cause more trouble and suggested adding something to the development agreement. They will need to give it a year to make sure it is all built out and working correctly.

Report from Planning Commission

Rob Ortega noted that Melinda was at their meeting as well. He reported that the Planning Commission set a public hearing to rezone a subdivision up 2200 N to a RE-18.5. He reported that they had some concerns about Homestead Subdivision but felt they were in compliance with our ordinance. Some of the concerns would be met with a development agreement. Diane asked if they have a development agreement drafted. It was noted that the council approves a development agreement, but the Planning Commission should do an initial review of it to make sure the elements that they have discussed are included. Councilmember Beal noted her concern over open ditches and asked if they are working on the ordinance. The Mayor noted that currently the ordinance calls to pipe it or fence it off. Councilmember Beal will look at it.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JUNE 20, 2024

Public Hearing: Adjustment to FY2024 City Budgets

Councilmember Beal moved to go into a public hearing to discuss the adjustments to the FY2024 City Budgets. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried. There were no comments from the public. Councilmember Beal moved to go out of the public hearing. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Public Hearing: Adoption of FY2025 City Budgets

Councilmember Beal moved to go into a public hearing to discuss the adoption of the FY2025 City Budgets. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried. There were no comments from the public. Councilmember Beal moved to go out of the public hearing and into the regular meeting. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Resolution - Adjustment to FY2024 City Budgets

Ryan Child presented the adjustments to the FY2024 budgets. Concerning revenues, taxes were increased by \$71,000, licenses and permits were increased by \$127,000, intergovernmental revenue was increased by \$10,000, charges for services was increased by \$298,000 and miscellaneous revenue was increased by \$20,000. The total increases to revenue was \$526,000. Concerning expenditures, legislative was increased by \$20,000, judicial increased by \$10,775, administrative increased by \$4,000, non-departmental was increased on the Christmas tree lighting and miscellaneous expenditures by \$14,000 but decreased in elections by \$14,000 which made no changes to the bottom department category. General government buildings was increased by \$18,500, public safety was increased by \$10,375, streets was increased by \$139,200 and landfill was increased by \$125,000 due to the garbage can change, parks was increased by \$16,000 and recreation was increased by \$16,000. Transfer to the capital projects fund was increased to \$580,000. Ryan reported that 35% is the limit for excess. It was noted that the landfill closure was a lump sum increase over the last three years and that should be caught up. Councilmember Beal asked when we allocate the projects in the capital projects fund? It was reported that we have earmarked some funds already. Ryan reported on the revenues for the sewer fund. Charges for services was increased by \$30,000, impact fees increased by \$45,000 and miscellaneous revenue increased by \$25,000. Expenditures increased by \$71,000. The Storm Drain Fund was discussed. Revenue increased by \$45,000 and expenditures increased by \$19,800. Councilmember Beal moved to approve Resolution #2024-08 for the adjustments of the FY2024 City Budgets. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Resolution - Adoption of FY2025 City Budgets

Ryan Child reported that this is the same as when we passed the tentative budget with a couple changes. \$1,000 donation was added for the Weber County Jr Livestock program, the Sheriff's contract was reduced to the amount they provided at \$622,740, a 3% merit increase which increased the associated payroll taxes and benefits, the savings from the Sheriff's contract increased the transfer to the capital project fund to \$132,084. Councilmember Beal asked if the CTC needed to be included. Diane noted that it was already included. Councilmember Beal moved to approve Resolution #2024-09 for the adoption of the FY2025 City Budgets. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Adoption of Certified Tax Rate – 0.000240

There was a brief discussion on how this is determined. In a nutshell, it is based on prior years rates and the growth. It was pointed out that Plain City is one of the lowest property taxes in Weber County. Councilmember Wilson moved to approve the adoption of the certified tax rate of 0.000240. Councilmember Beal seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Fraud Risk Assessment

Ryan Child explained that the State Auditor started this a couple years ago. He briefly explained the scoring. Plain City scored a 355 out of a possible 395 and that puts us in a very low risk of fraud. It was noted that the Trust uses these numbers for our insurance. It was noted that our city is small and sometimes the separation of duties is

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JUNE 20, 2024

difficult. Ryan noted that we have put in checks and balances to lower our risk of fraud. **Councilmember Beal moved to approve the Fraud Risk Assessment as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Brynlee Acres Development Agreement – Senior Housing Overlay – approx. 3465 W North Plain City Road

The Mayor reported that they didn't receive the new agreement until Monday and stated that the attorney hadn't had a chance to review it. He noted one concern was that there is still an expiration date. The Mayor recommended tabling this until the attorney could do a full review. **Councilmember Beal moved to table the Brynlee Acres Development Agreement.** Councilmember Favero had a question. He noted that section 4.2 was very vague in that it says each phase or completed portion of the project. It also mentions phases and he didn't think this project was in phases. There was a discussion concerning the improvements of a subdivision must be completed within two years. Rick noted that the developer is required to complete all those improvements. Once the improvements are made and the houses built, a home owners association should be in place and with run with the ongoing maintenance of the improvements. If the improvements aren't in place in two years, the developer has the option to extend. It was noted that the development agreement is between the city and the developer. Not the city and the home owner's association. We don't want the HOA changing anything from the development agreement. Councilmember Favero noted that section 3.5 doesn't mention water. If it is private, is the development responsible for the water? It was reported that Bona Vista takes care of the water as per the will-serve letter. The easement will be included in the mylar. There was a lengthy discussion about private vs. public. Again, the discussion went to section 4.2 and noted the conflict. Brandon feels that maybe it is best to dump the first sentence. Councilmember Beal feels that we need to let Brandon look it over. The Mayor invited Rick to get with Brandon. **Councilmember Favero seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Agreement – Mutual Aid Fire Protection Agreement

It was noted that this will allow surrounding fire departments to help us if needed and also that we will help other departments as needed. **Councilmember Wilson moved to approve Resolution 2024-10 to sign the mutual aid fire protection agreement. Councilmember Beal seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Motion: Approval of Business License

New – Home Occupation

The Creative Thing, LLC Melissa Meibos 5065 W 2150 N writing, speaking, content creation
Councilmember Beal moved to approve the business license as presented. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 06/04/2024 to 06/18/2024. **Councilmember Beal moved to approve and pay the bills as presented. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal and Wilson voted aye. The motion carried.**

Report from City Council

Councilmember Beal reported that the 4th is close and asked the residents to participate and volunteer if they can. She noted that she will decorate the trailer that the council will ride in for the parade.

The Mayor reiterated about the 4th and noted his love for the celebration. He thanked everyone involved to make it happen.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JUNE 20, 2024

DRAFT

At 7:24 p.m. Councilmember Favero moved to adjourn and was seconded by Councilmember Wilson. The vote was unanimous.

City Recorder

Mayor

Date approved _____

Joseph Marsh
3450 W 2200 N
Parcel No(s): 19-038-0016, 19-038-0085, 19-038-0086
19-038-0087, 19-038-0088, 19-038-0092

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN A-1 ZONE TO AN RE-18.5 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 3450 W 2200 N.

Upon consideration of the petition to rezone the hereinafter described real property and the recommendations of the Plain City Planning Commission, and after public hearing on said petition,

THE CITY COUNCIL OF THE CITY OF PLAIN CITY HEREBY ORDAINS:

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property as RE-18.5:

Part of the Southwest Quarter of Section 34 and the Southeast Quarter of Section 33, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Beginning at a point South on the South line of Plain City Meadows, Phase 6 Subdivision on file and of record with the Weber County Recorder's office, said point being South 3°03'50" West 1.57 feet and North 89°03'32" West 98.28 feet from the currently monumented position of the West Quarter corner of said Section 34, and running thence along said Southerly line of Plain City Meadows Phase 6 Subdivision South 89°03'32" East 401.94 feet; thence continuing along the southerly line of said subdivision and subdivision line extended South 89°03'14" East 588.05 feet; thence South 1°00'46" West 30.72 feet; thence South 89°11'16" East 75.31 feet to a point on an existing wire fence line; thence along said fence line the following four (4) courses; (1) South 0°58'26" West 100.01 feet (2) South 1°14'17" West 247.73 feet (3) South 1°33'15" West 92.98 feet (4) North 89°19'02" West 165.25 feet thence along said fence line and fence line extended, South 0°48'32" West 275.21 feet to the centerline of 2200 North Street; thence along said centerline North 88°30'19" West 1007.73 feet to a point at the extension of a fence line and running thence along said fence line and fence line extended the following seven (7) courses, (1) North 1°11'13" East 99.86 feet (2) North 0°28'15" East 118.32 feet (3) North 1°00'26" East 160.37 feet (4) North 1°12'41" East 111.71 feet (5) North 1°03'36" East 79.08 feet (6) North 0°32'59" East 80.80 feet (7) North 0°22'40" East 87.44 feet to a point on the Southerly line of said Plain City Meadows Phase 6 Subdivision; thence South 89°02'19" East along said Southerly line 110.45 feet to the point of beginning. Contains 18.921 Acres

2. This ordinance shall become effective immediately upon its passage and adoption.

Passed and ordered posted this _____ day of August, 2024.

Mayor Jon Beesley

ATTEST:

City Recorder

NOTICE OF DECISION

Plain City, Weber County, Utah

On July 11, 2024, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Snow View Mountain Estates approx. 3450 W 2200 N

received from (Applicant): Joseph Marsh

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall. Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.

City Official

*Condition(s)/Notes:

Commission Faulkner motioned to recommend to City Council to approve the zoning change from A1 to RE-18.5 for Snow View Mountain Estates approx. 3450 W 2200 N Commissioner Maw seconded the motion. Vote: Commissioners Maw, Skeen, Faulkner, Ortega and Chairman Jenkins voted aye. Motion Carried.

Zoning Amendment ApplicationLocation of Property Approx. 3450 W. 2200 N., Plain City UTLand Serial Number(s) 19-038-0016, -0085, -0086, -0087, -0088, -0092Request from Zone A-1 to Zone RE-185Case # R# 2037013

FEE: \$200.00

Date paid 5/21/2024 Receipt # 257470**PAID***Property Owner Snow View Mountain Estates LLCPhone (213) 887-8070 Fax _____Mailing Address 103 Prospect St, Providence RI Zip 02906Developer/Agent Joseph MarshPhone (213) 887-8070 Fax _____Mailing Address 103 Prospect St, Providence RI Zip 02906E-Mail Address ASHITANOJOE@GMAIL.COM**LEGAL DESCRIPTION: Please Attach**TOTAL AREA - Acres or Square Feet: 19 acres

Please attach a letter addressing the following:

1. Summarization of:
 - Current Plain City General Plan classification and zoning classification
 - Requested change to the General Plan classification and zoning classification
2. For what reason(s) do you suggest the change? The applicant is responsible for justifying the requested change to the General Plan and Zoning. Issues to be evaluated will include, but are not limited to:
 - adopted goals and policies as expressed in Plain City's General Plan
 - adjacent land uses
 - population served
 - transportation impacts
 - public facilities (water, sewer, storm water, parks, schools, etc.)
 - the type of use requested and reasons why this use should be on this site
3. What is the estimated development schedule?
4. Attach a list of all adjacent properties within 500 feet. (Parcel #, name, mailing address)
 - Current property owner(s) must sign application (see attached affidavit)

Snow View Mountain Estates - approx. 3450 W 2200 N





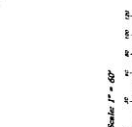
Zoning Amendment Application Letter

Snow View Mountain Estates LLC

1. Current Zoning for this property is Agriculture. The Plain City General Plan indicates that this is to be Medium Density Residential.
I am requesting a change from Agriculture to RE-18.5
2. I am requesting the change to Residential in order to become a Residential Subdivision. As discussed in the Technical Review today (May 21, 2024) while I would prefer RE-15, I am requesting RE-18.5 as that is more in line with the City's Plan and recent zoning amendments granted.
Adjacent land uses are residential and Agriculture, with examples of RE-20, RE-18.5 and RE-15, and Agriculture within 500 feet. Please see list below of adjacent properties within 500 feet.
3. Assuming no major changes, the majority of the Civil Engineering and requirements to submit the Subdivision Application have been completed. Subsequent to approval by the City and for my loan, I am hoping to get the Infrastructure started, and ideally asphalt in this year. I am hoping to sell enough lots to pay for the infrastructure, then next year plan to build and sell another 10 lots with the remaining parcels the following year, depending a lot on demand.

Adjacent Properties within 500 Feet

<u>Name</u>	<u>Parcel Number</u>	<u>Zoning</u>
Plain C Meadows Phase E	Multiple	RE-20
Sunflower Est Sub.	19-402-0001 to -0013	RE-15
Brett Moulding	19-038-0017	Unincorporated Agriculture
Josua Ostrup	19-038-0079	Unincorporated?
Country Road Estates	19-110-0001 to -0027	RE-20
Skeen Brothers Sub.	19-446-0001 to -0003	RE-18.5
Meridian Line Invest LLC	19-035-0063	RE-15
Robson Farms Ph3	19-470-0001 to -0011	RE-18.5
Gerald DeBartolo	19-035-0039, -0045	RE-20
Plain City Fields	19-449-0001 to -0004	RE-18.5
Robson Farms Ph3	Multiple	RE-18.5



OVERALL AS-SURVEYED DESCRIPTION

Part of the Southwest Quarter of Section 34 and the Southwest Quarter of Section 35, Township 7 North, Range 2 West, Soil Lake Area and
beginning at a point South on the South line of Plain City Meadows, Phase 6 Subdivision on the line of record with the Water County Recorder's office
solid point being South 70°35' West 1.37 feet and North 89°32' East 92.28 feet from the currently monumented position of the West Quarter corner
of Section 34, thence running thence along said Survey line of Plain City Meadows Phase 6 Subdivision South 89°32' East 401.94 feet; thence
continuing along the Survey line of Plain City Meadows Phase 6 Subdivision South 89°32' East 401.94 feet; thence
South 0°38'26" West 100.01 feet (2) South 1°17'11" West 242.23 feet (2) South 1°17'11" West 242.23 feet (2) South 1°17'11" West 242.23 feet (2) South 1°17'11" West 242.23 feet (2)
South 0°38'26" West 100.01 feet (2) South 1°17'11" West 242.23 feet (2) South 1°17'11" West 242.23 feet (2) South 1°17'11" West 242.23 feet (2) South 1°17'11" West 242.23 feet (2)
North 88°25'17" West 100.01 feet (2) North 88°25'17" West 100.01 feet (2) North 88°25'17" West 100.01 feet (2) North 88°25'17" West 100.01 feet (2) North 88°25'17" West 100.01 feet (2)
following seven (7) courses, (1) North 1°17'11" East 99.86 feet (2) North 0°28'15" East 116.32 feet (3) North 1°02'58" East 160.37 feet (4) North 1°02'58" East 160.37 feet (4) North 1°02'58" East 160.37 feet (4)
thence along said Survey line 116.45 feet to a point on the
Survey line of Plain City Meadows Phase 6 Subdivision, thence South 89°32' East 401.94 feet to the point of
beginning.

Continuation 16.971 Acres
Phase 6 Subdivision

Plain City Meadows
Phase 6 Subdivision

Section 34
Section 35

Section 36
Section 37

Section 38
Section 39

Section 40
Section 41

Section 42
Section 43

Section 44
Section 45

Section 46
Section 47

Section 48
Section 49

Section 50
Section 51

Section 52
Section 53

Section 54
Section 55

Section 56
Section 57

Section 58
Section 59

Section 60
Section 61

Section 62
Section 63

Section 64
Section 65

Section 66
Section 67

Section 68
Section 69

Section 70
Section 71

Section 72
Section 73

Section 74
Section 75

Section 76
Section 77

Section 78
Section 79

Section 80
Section 81

Section 82
Section 83

Section 84
Section 85

Section 86
Section 87

Section 88
Section 89

Section 90
Section 91

Section 92
Section 93

Section 94
Section 95

Section 96
Section 97

Section 98
Section 99

Section 100
Section 101

Section 102
Section 103

Section 104
Section 105

Section 106
Section 107

Section 108
Section 109

Section 110
Section 111

Section 112
Section 113

Section 114
Section 115

Section 116
Section 117

Section 118
Section 119

Section 120
Section 121

Section 122
Section 123

Section 124
Section 125

Section 126
Section 127

Section 128
Section 129

Section 130
Section 131

Section 132
Section 133

Section 134
Section 135

Section 136
Section 137

Section 138
Section 139

Section 140
Section 141

Section 142
Section 143

Section 144
Section 145

Section 146
Section 147

Section 148
Section 149

Section 150
Section 151

Section 152
Section 153

Section 154
Section 155

Section 156
Section 157

Section 158
Section 159

Section 160
Section 161

Section 162
Section 163

Section 164
Section 165

Section 166
Section 167

Section 168
Section 169

Section 170
Section 171

Section 172
Section 173

Section 174
Section 175

Section 176
Section 177

Section 178
Section 179

Section 180
Section 181

Section 182
Section 183

Section 184
Section 185

Section 186
Section 187

Section 188
Section 189

Section 190
Section 191

Section 192
Section 193

Section 194
Section 195

Section 196
Section 197

Section 198
Section 199

Section 200
Section 201

Section 202
Section 203

Section 204
Section 205

Section 206
Section 207

Section 208
Section 209

Section 210
Section 211

Section 212
Section 213

Section 214
Section 215

Section 216
Section 217

Section 218
Section 219

Section 220
Section 221

Section 222
Section 223

Section 224
Section 225

Section 226
Section 227

Section 228
Section 229

Section 230
Section 231

Section 232
Section 233

Section 234
Section 235

Section 236
Section 237

Section 238
Section 239

Section 240
Section 241

Section 242
Section 243

Section 244
Section 245

Section 246
Section 247

Section 248
Section 249

Section 250
Section 251

Section 252
Section 253

Section 254
Section 255

Section 256
Section 257

Section 258
Section 259

Section 260
Section 261

Section 262
Section 263

Section 264
Section 265

Section 266
Section 267

Section 268
Section 269

Section 270
Section 271

Section 272
Section 273

Section 274
Section 275

Section 276
Section 277

Section 278
Section 279

Section 280
Section 281

Section 282
Section 283

Section 284
Section 285

Section 286
Section 287

Section 288
Section 289

Section 290
Section 291

Section 292
Section 293

Section 294
Section 295

Section 296
Section 297

Section 298
Section 299

Section 300
Section 301

Section 302
Section 303

Section 304
Section 305

Section 306
Section 307

Section 308
Section 309

Section 310
Section 311

Section 312
Section 313

Section 314
Section 315

Section 316
Section 317

Section 318
Section 319

Section 320
Section 321

Section 322
Section 323

Section 324
Section 325

Section 326
Section 327

Section 328
Section 329

Section 330
Section 331

Section 332
Section 333

Section 334
Section 335

Section 336
Section 337

Section 338
Section 339

Section 340
Section 341

Section 342
Section 343

Section 344
Section 345

Section 346
Section 347

Section 348
Section 349

Section 350
Section 351

Section 352
Section 353

Section 354
Section 355

Section 356
Section 357

Section 358
Section 359

Section 360
Section 361

Section 362
Section 363

Section 364
Section 365

Section 366
Section 367

Section 368
Section 369

Section 370
Section 371

Section 372
Section 373

Section 374
Section 375

Section 376
Section 377

Section 378
Section 379

Section 380
Section 381

Section 382
Section 383

Section 384
Section 385

Section 386
Section 387

Section 388
Section 389

Section 390
Section 391

Section 392
Section 393

Section 394
Section 395

Section 396
Section 397

Section 398
Section 399

Section 400
Section 401

Section 402
Section 403

Section 404
Section 405

Section 406
Section 407

Section 408
Section 409

Section 410
Section 411

Section 412
Section 413

Section 414
Section 415

Section 416
Section 417

Section 418
Section 419

Section 420
Section 421

Section 422
Section 423

Section 424
Section 425

Section 426
Section 427

Section 428
Section 429

Section 430
Section 431

Section 432
Section 433

Section 434
Section 435

Section 436
Section 437

Section 438
Section 439

Section 440
Section 441

Section 442
Section 443

Section 444
Section 445

Section 446
Section 447

Section 448
Section 449

Section 450
Section 451

Section 452
Section 453

Section 454
Section 455

Section 456
Section 457

Section 458
Section 459

Section 460
Section 461

Section 462
Section 463

Section 464
Section 465

Section 466
Section 467

Section 468
Section 469

Section 470
Section 471

Section 472
Section 473

Section 474
Section 475

Section 476
Section 477

Section 478
Section 479

Section 480
Section 481

Section 482
Section 483

Section 484
Section 485

Section 486
Section 487

Section 488
Section 489

Section 490
Section 491

Section 492
Section 493

Section 494
Section 495

Section 496
Section 497

Section 498
Section 499

Section 500
Section 501

Section 502
Section 503

Section 504
Section 505

Section 506
Section 507

Section 508
Section 509

Section 510
Section 511

Section 512
Section 513

Section 514
Section 515

Section 516
Section 517

Section 518
Section 519

Section 520
Section 521

Section 522
Section

**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 I, 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, Developer agrees to the following:

3.1 The Developer shall have the right to develop 41 residential single-family units, with access and connections to public roads and rights of way in the locations shown on Exhibit A. Roads shall conform to city standards. The units shall be generally located in the configuration shown on the 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 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, detention pond, sidewalks, private roads, signs, street lighting, and common area open space within the development.

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. Proposed amenities include club house, court, and walking trails.

3.8 Amendments. Developers agree to limit development to the uses provided herein. Developers agree that this agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

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 completed portion of the project must meet the requirements of this Agreement and the City's ordinances and regulations.

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 aggrieve 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 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Plain City Council. The Development Agreement shall commence upon the date this agreement has been recorded in the official records on file in the office of the recorder of Weber County, state of Utah.

6.8 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.

6.9 This agreement shall be binding on the successors and assigns of the Developer. In such event, the buyer or transferee of the parcels so transferred shall be fully substituted as Developer under this agreement and Developer shall be released from any other obligations under this agreement as to the parcels so transferred.

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: _____

