

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
SEPTEMBER 5, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, September 5, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Luigi Panunzio and Rachael Beal
Excused: Councilmembers Jed Jenkins and Jan Wilson
Staff: Diane Hirschi, Dan Schuler, Brandon Richards
Present: Kerry Gibson, Neil & Lisa Cox, Lt Horton, Rob Ortega, Robert Seager
Zoom: Jim Beesley

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

The Mayor excused Councilmembers Jenkins and Wilson

Approval of Minutes from August 15, 2024

Councilmember Panunzio moved to approve the meeting minutes from August 15, 2024 as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Panunzio and Beal voted aye. The motion carried.

Comments: Public

Kerry Gibson reported that he is here to report on the last legislative session. Last year he reported that he was able to get us \$850,000 for the sewer project. He noted that this last session was interesting and he and the Mayor testified in a second request to get another grant. They were successful in getting another \$650,000 for the sewer project. It was reported that the money for this grant will be given to us as we turn in receipts. Kerry wanted the council to understand that it is beneficial for Plain City to have representation at the legislative sessions and is a good return for their investment. He considers Plain City as his hometown. He would suggest that the city look for shovel ready projects for the future and the next session. The Mayor thanked Kerry and also thanked Matt Gwynn for their help in getting some funding to the city.

Report from Planning Commission

Rob Ortega reported that they extended Freedom Estates for another six months. They had a discussion with LH Perry about some commercial property on 2600 N. They also discussed the cluster subdivision for Snow View Mountain Estates located on 2200 N. Rob noted that they were over the number of lots for the cluster subdivision so more information may be coming on this.

Discussion/Motion: Conditional Final Acceptance of Palmer Heritage Subdivision

Dan Schuler reported that everything is completed except one storm drain box. He noted that it will be OK for conditional but not for final. He also noted that the plans show sidewalk on the west side, but said that this won't happen. The Mayor explained that this was discussed last meeting but the strip of land that was included for sidewalk (Sunset Estates) was the subject of litigation and is now private property. Councilmember Beal felt that it is still good weather and the storm drain should be fixed. Brandon Richards feels that we should hold off on conditional until the storm drain gets fixed. That way, it has a full year to make sure it is working properly.

Councilmember Favero moved to deny conditional final acceptance of Palmer Heritage Subdivision until the storm drain is installed properly. Councilmember Beal seconded the motion. Councilmembers Favero, Panunzio and Beal voted aye. The motion carried.

Discussion/Motion: Re-Final Approval for Freedom Estates – approximately 4650 W 1500 N – 5 lots

It was reported that this subdivision is on 1500 N and is asking for re-final approval. **Councilmember Beal moved to give re-final approval of Freedom Estates Subdivision for six months. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio and Beal voted aye. The motion carried.**

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Discussion/Motion: Robert Seager – Trading of Red Truck for Fence Panels

Robert Seager reported that he has been collecting the old Plain City fire vehicles. He had heard that the city is putting the old red truck out to pasture. He has been talking with the Mayor and would like to trade the red truck for the fence panels that the city uses for the 4th of July and Christmas Tree Lighting. If the council agrees, he will include the truck in the 4th of July and Christmas parades. Robert reported that he will give the city 25 panels with the stands and clasps. He is also giving us the panels for the Christmas parade. He noted that the panels altogether will be \$8,626.75. The Mayor had Brandon look into it and couldn't see a problem. **Councilmember Beal moved to approve trade of the red truck for the fence panels with Robert Seager as long as he keeps it in the city parades. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio and Beal voted aye. The motion carried.**

Motion: Approval of Business License

There were none.

Motion: Approval of Warrant Register

See warrant register dated 08/14/2024 to 08/31/2024. **Councilmember Favero moved to approve and pay the bills as presented. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio and Beal voted aye. The motion carried.**

Report from City Council

Councilmember Beal reported that the road striping by the stop sign at Maverik needs to be fixed. She and Dan discussed this and he will take a look at it. She also reported that September 11 is the day of service and encouraged everyone to sign up.

The Mayor mentioned that for the last couple of years we have tried to spend a little less on the concert in the park in the hopes of getting a bigger name. He is proposing to the council to allow us to reach out to Collin Raye which will cost around \$50,000. He noted that we need to work on it now to get him for July. The council all agreed. The Mayor reported that we will find a local band to open up the concert.

At 7:11 p.m. Councilmember Beal moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.

City Recorder

Mayor

Date approved _____

NOTICE OF DECISION

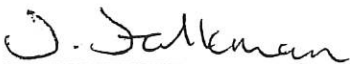
Plain City, Weber County, Utah

On September 12, 2024, the Plain City Planning Commission recommends

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

of an application for Subdivision Amendment River Crossing Phase 3, Lot 85 approx. 4925 W 1500 N
received from (Applicant): Jeff Hales 5355 W 2150 N Plain City

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:

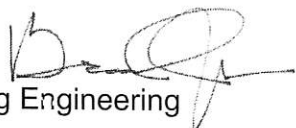
Commission Maw motioned to recommend to City Council to approve the subdivision amendment for River Crossing Phase 3 lot 85 approx. 4925 W 1500 N. Commissioner Skeen seconded the motion.

Vote: Commissioners Maw, Skeen, Faulkner, Ortega 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: September 12, 2024

Subject: **River Crossing Phase 3, 1st Amendment Amending Lot 84**

Following correspondence with Gardner Engineering and the Weber County Recorder, it appears that our previous concerns regarding this plat amendment have been addressed. We recommend approval of the River Crossing Phase 3 1st Amendment, Amending Lot 84.

If you have questions or require additional information, feel free to contact me.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: September 4, 2024

Subject: **River Crossing Phase 3, 1st Amendment Amending Lot 84**

Our Surveyor and I have reviewed the proposed plat amendment for River Crossing Phase 3 Subdivision. Following our review, we have the following comments:

1. The lot number on the drawing portion of the plat and the title of the plat do not agree.
2. The parcel numbers of the adjacent properties to the north and the east of Lot 84 should be confirmed.
3. If the plat is recorded as is, Parcel A would be a non-conforming parcel within the subdivision.
4. We recommend Parcel A be included as a part of an adjacent parcel. A legal description of this remainder parcel should be prepared that would transfer ownership of Parcel A to the adjacent property owner.

If you have questions or require additional information, feel free to contact me.

PART OF THE SW. 1/4, OF SECTION 5, & THE NW. 1/4, OF SECTION 8, T.6N., R.2W., S.L.B. & M.
RIVER CROSSING PHASE 3

834

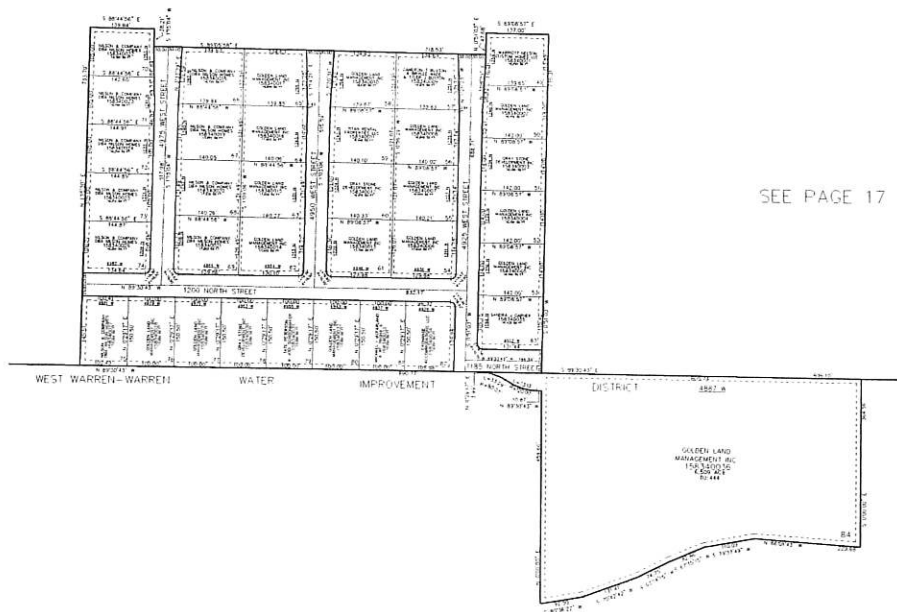
TAXING UNIT: 434, 444

IN PLAIN CITY
 SCALE 1" = 200'

SEE PAGE 17

SEE PAGE 17

SEE PAGE 17



SEE PAGE 27-4

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 97, PAGE 21 OF RECORDS





V3315008

E# 3315008 PG 1 OF 6

LEANN H KILTS, WEBER CTY. RECORDER
20-FEB-24 1250 PM FEE \$40.00 NNP
REC FOR: JEFF HALES

DEVELOPMENT AGREEMENT RIVER CROSSING, PLAIN CITY, UTAH

THIS AGREEMENT is entered into effective FEBRUARY 20, 2024, by and between **GOLDEN LAND MANAGEMENT INC.**, or assigns ("**Developer**") and **PLAIN CITY**, a Utah municipal corporation ("**City**"). Developer and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

WHEREAS, Developer is desirous of developing the real property legally described on Exhibit A attached hereto; and

WHEREAS, City recognizes the value of such development to the City and has determined such development to be in the vital and best interest of City and the health, safety, morals, and welfare of its residents, and has determined the same to be in accordance with the public purposes and provision of the applicable federal, state and local laws and requirements;

NOW THEREFORE, in consideration of the agreements set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. City hereby approved Developer's Preliminary Plat for the development of the Property attached here to as **Exhibit B** (the "**Plat**"). City further agrees to use all lawful efforts to support and advance Developer's plan to develop the Property as shown on the Plat and as follow (the "**Project**")
 - a. Property to be annexed into and re-zoned to RE-15 zone;
 - b. Project to consist of approximately eighty two (84) single family lots as generally shown on the Plat. Lot sizes shall be: approximately fourteen (14) one-half (1/2) acre lots' approximately fourteen (14) lots between one-half (1/2) and one-third (1/3) acre in size; and approximately fifty-three (53) one-third (1/3) acre lots.
 - c. Approximately five and one-quarter (5.25) acres of open space/wetlands, including a trail system;
 - d. Fifteen feet (15') wide temporary emergency gravel access road; and
 - e. Lot 84 is a single-family residential lot and cannot be subdivided any further.
2. Before commencement of the construction or development of any buildings, structures or other improvements on the Property, Developer shall, at its own expense, secure, or cause to be secured, any and all permits required in order to construct the Project. City shall provide all reasonable assistance to Developer in securing those permits. Developer shall carry out all construction of the improvements of the Project in conformity with all applicable laws and all applicable federal and state labor standards.
3. Developer for itself and its successors and assigns, agrees that during the construction of improvements of the Project Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, ancestry or

national origin. Developer shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, ancestry, or national origin.

4. For the purpose of this Agreement, it is understood that the Parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the Parties hereunder, shall in any manner inure to the benefit of third parties.
5. Each Party agrees and covenants to hold the other Party harmless, and to indemnify and defend it and its officers and agents from and against any and all claims for loss, damage or injury, including death, sustained by any person and damage or injury to the property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the actions of the indemnitor, its principals, staff, agents, contractors or employees. The provisions of this section shall survive the termination of this Agreement for any reason with response to any matters arising prior to the termination of the Agreement.
6. This Agreement embodies the entire agreement between the City and the Developer regarding the subject matter hereof. No oral agreements or conversations shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement may be amended only by written agreement of the parties.
7. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against either party. Any deletion of language from this Agreement proper to execution by all parties hereto shall not be construed to have any particular meaning or to raise any presumption or implication, including without limitation, any implication that the parties intended thereby to state the converse or opposite of the deleted language.
8. In this Agreement, the singular includes the plural and the plural the singular; words imparting any gender include the other genders and the neuter; references to "Article," "Section," or "Exhibit," and like reference shall be to this Agreement unless otherwise specifically provided; the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision here; references to "writing" include printing, typing, and other means of reproducing words in a visible form; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; and references to person include their permitted successors and assigns. Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or."
9. Whenever under this Agreement provision is made for one party securing the consent or approval shall not be unreasonably withheld, delayed or conditioned. Each party also agrees to act reasonably in all respects hereunder.

10. Any headings or captions appearing in this Agreement are for convenience only and are not to be used to construe, interpret or define the provisions hereof. All notices, consents and communications required or provided for hereunder shall be in writing. Facsimile transmission hereof shall be the same as delivery of an original signed copy. At the request of any party, however, the parties will confirm facsimile-transmitted signatures by signing and delivering an original thereof.
11. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.
12. This Agreement may be executed in counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies hereof may be attached to one copy to form one complete document. Each executed counterpart hereof shall be deemed an original hereof for all purposes.
13. No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.
14. This Agreement shall be governed by and construed in accordance with the law of the State of Utah. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service, nationally recognized overnight delivery service or by deposit with the United States Postal Service, certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon delivery or refusal thereof. Notice to the Parties shall be addressed as follows (or to such other address as may be designated in accordance with the provisions hereof):

Developer:

Golden Land Management Inc.

City:

16. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.
17. All Exhibits attached hereto are incorporated herein by reference.
18. The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY:

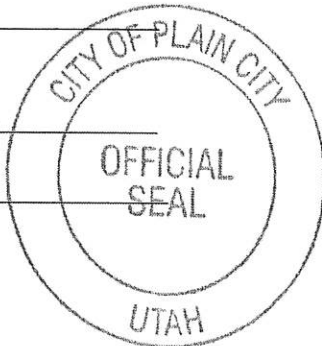
PLAIN CITY, a municipal corporation

By: *[Signature]*

Its: Mayor

Attest: *[Signature]*

Its: City Recorder



APPROVED AS TO FORM:

[Signature]
City Attorney

DEVELOPER:

GOLDEN LAND MANEGEMENT INC.

By: *[Signature]*

Its: Manager

Attest: *[Signature]*

Its: AGENT.

**River Crossing Subdivision
Addendum to Consent Agreement
Outline**

- Plain City to Rezone Property to RE-15 Designation
- Project to consist of approximately 54.87 acres with eighty-four (84) single family lots
- Lot mix to consist of 1/3 to 1/2+ acre lots
- Lot mix percentages to be approximately
 - 1/3 acre lots (at least 14,520 sf) - 37 Lots - 44%
 - 1/3 to 1/2 acre lots (at least 15,000 sf) - 40 Lots - 48%
 - 1/2+ acre lots (at least 20,000 sf) - 7 Lots - 8%
 - Lot 26 contains 1.61 acres & Lot 84 contains 6.567 acres
- Total density is 1.53 units per acre.
- Open Space/Wetlands to consist of approximately 5.26 acres – 9.5%
- Trail System to be part of Open Space/Wetlands
- Temporary Emergency Gravel Access Road to be included on plat (15')
- Plain City will consider PRUD option in the RE-25 Zone that incorporates a Master Plan containing properties extending west of 4700 West to the property under consideration

NOTICE OF DECISION

Plain City, Weber County, Utah

On September 12, 2024, the Plain City Planning Commission recommends

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

of an application for Subdivision Amendment for Hunters Run Phase 2 approx. 1650 N 3500 W

received from (Applicant): R&K Properties, Amy Roskelley 4960 W 2200 N Plain City

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 subdivision amendment for Hunters Run Phase 2 approx. 1650 N 3500 W and recognize that there will be an additional easement put on the plat for access to the sewer line. Commissioner Ortega seconded the motion. Vote: Commissioners Maw, Skeen, Faulkner, Ortega 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: September 5, 2024

Subject: **Hunters Run Subdivision Phase 2, Amending Parcel A**

It appears that all of the items listed on our review memorandum dated August 26, 2024 have been addressed with one exception. The City will require the lift station access road and the area around the lift station be paved. I could not locate anywhere on the plans where this is being required. I will ensure this is taken care of before I sign the drawings.

With the exception identified above, we recommend approval of the Hunters Run Subdivision, Amending Parcel A. If you have questions or require additional information, feel free to contact me.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: August 26, 2024

Subject: Hunters Run Subdivision Phase 2, Amending Parcel A

We have reviewed the plat submitted for the Hunters Run Phase 2, Amending Parcel A and have the following comments:

The ROW line has been extended through the access. Parcel A dedication has been added to the dedication block.

The right of way line for 3500 West should be extended through the lift station access as shown on the attached sketch. A note should also be added to the plat indicating that Parcel A is to be deeded to Plain City.

Water main extended.

Utility lines should be extended to the southerly boundary of Lot 202.

Grading around lift station added to plans. A 15' compacted roadbase access has been added and graded.

The area around the lift station and the proposed access should be adequately graded. The access and the area around the lift station should be paved.

6' privacy fencing will be installed along property lines of the new lots as the subdivision is developed. Concrete drive approach added to plans.

Parcel A should be fenced all around its perimeter. Two 6-foot gates should be placed at the entrance from 3500 West. A concrete drive approach should also be constructed at the entrance.

Noted added, see general note 5 on plat.

A note should be added to the plat indicating that the half-width road fronting Lots 201 and 202 is temporary and will be required to be expanded when the required property becomes available.

If you have questions or require additional information, feel free to contact me.

1°10'20" W 270.11'

101.52'

59.84'

S 89°54'43" W 61.03'

EXIST SEWER
LIFT STATION

PARCEL A
7,024 sq.ft.
0.161 acres

N 0°05'17" W 39.83'

EAST QU

TOWNSHIP 6 NORTH
SALT LAKE B
(FOL

S 0°03'09" E 1084.57'

LOT 202
20,310 sq.ft.
0.466 acres

188.89'
N 89°54'43" E 228.99'

15-009-0004
R&K PROPERTIES LC

ADD NOTE:
PARCEL A IS TO DEEDED
TO PLAIN CITY

TEMPORARY TURN AROUND

10.0' PUE

101.50'

170.42'

DEDICATION
sq.ft.
acres

38.91'

N 0°05'17" W 188.91'

47.5'

N 89°54'43" E 40.00'

FUTURE RIGHT-OF-WAY LINE

15-010-0028
HESLOP INVESTMENT TRUST

CURVE	RADIUS
C1	70.00'
C2	130.00'
C3	100.04'
C4	100.95'



PT OF THE NW 1/4 SEC 3 & NE 1/4 SEC 4 T.6N., R.2W., S.L.B. & M.
PT OF THE SE 1/4 OF SEC 33 & SW 1/4 SEC 34, T.7N., R.2W., S.L.B. & M.

435

HUNTER'S RUN SUBDIVISION

TAXING UNIT: 21

IN PLAIN CITY

SCALE 1" = 80'

SEE PAGE 434

SEE PAGE 10

FOR BUILDABLE AREA AND SETBACKS
SEE DEDICATION PLAT

SEE PAGE 10

SEE PAGE 347

FOR COMPLETE ENG. DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 65, PAGES 89 & 90 OF RECORDS.

SEE PAGE 9

FOR TAX PURPOSES ONLY

LK 04-07

