

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 21, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, November 21, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Jed Jenkins (via Zoom), Luigi Panunzio (via Zoom), Rachael Beal and Jan Wilson
Staff: Diane Hirschi, Dan Schuler, Stacy Adams, Brandon Richards
Present: Blake Neil, Kerry Gibson, Mike Robinson, Victoria Nielsen, Robin Jones, Brian Opheikens, Linda Opheikens, Josh Adleman, Don Weston, Gage Beesley, Lisa Cox, Chase Stander, Shawna Faulkner, Linda Youngdale, Steve Anderson, Todd Skeen, Sean Jones, Buddy Sadler, Jeff Hales, Robert Seager, Ben Getz, Mark Lowther, Jen Mickelsen, Cassie Maycock, Brian Masters, Lt. Horton, Sgt. Slater, Deputy Arbogast
Present on Zoom: Bex, Denise, Herschel, Marie, Shay Green, Louann Clark, Annst, Charis Sully, Craig Jensen, Lily, Marci D, e50747, J. Decaria, Carl Miller, Dylan Thomas, Tricia Stanger, AF, LV, Mike Phillips, Moosey, Shan, Simon Post, Samsung (2), Brent Cottle, Madi Fredrickson, Tyler, I.S., Cari Southwick, Cameron Beesley, Shad Bybee, Paul McGeorge, Rachel Smalley, Chads iPad, Alex iPhone, Jennifer M, N Hill, Pam Page, Jarod Maw, Nik, Guest (2), iPhone (7), TS, Susan, Leslie Wentz, Mille Littlefield, Teresa G, Chris, Kendle's iPhone, Carolyn, Shawn Cottle, Dave L, Glen, Chris Hancock, Ashton, Wilson, Sherri Harris, Lynn's iPhone, Jones, Shaylee iPhone

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

Approval of Minutes from November 7, 2024

Councilmember Wilson moved to approve the meeting minutes from November 7, 2024 as presented.

Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins, Panunzio, Beal and Wilson voted aye. The motion carried.

Comments: Public

Chase Stander stated he is frustrated with the City regarding an approved DADU next door to his home. Has brought it to the attention of Trent, Dan and Mayor. Believes there are problems with the application and not in compliance with City code. Has a packet with all the info and would be happy to print off another copy and bring it back to the City.

Report from Planning Commission

Blake Neil wanted to follow up regarding DADUs. This was discussed in the last Planning Commission meeting and are looking to amend that ordinance. Had a public hearing on amending Agriculture zones A-1/A-2. Looked at setbacks for accessory buildings, currently at 1 foot. Looking to make them all consistent along with others and changing that ordinance and recommendations sent to the City Council. He reported that Brynlee Acres on North Plain City Road thought they were on for final review but it was preliminary. They are waiting for a will serve letter from Bona Vista.

Presentation: UDOT Road Discussion

Kerry Gibson reported that he is currently working with UDOT on an item that he was approached by the Mayor and Dan concerning the concept of the UDOT pattern through Plain City. This would take the state road out of the center of the City and put it from 4700 W up 1975 N to 3600 W and then hook on at 2600 N. Kerry reported that UDOT cannot accept trade with State or liability without legislation. UDOT would have to go through a process and the costs per Rob White, Region 1 Director. Kerry noted that he was asked to give a presentation to the City Council and look into, engage with UDOT, do some research and have some basic high-level conversation on moving forward. UDOT is not happy with traffic patterns, sharp turns, and zig zag through downtown and would like an alternate route. He wanted to get in front of the City Council and make aware of the concept and process. Kerry noted that they are starting the session. He noted that in December, the budgeting process starts but bills will be opened fast and furious and it won't take long to get backlogged. Mayor Beesley noted that this would mean we wouldn't have to get permits from UDOT on City celebrations. UDOT wants connectivity to keep dump trucks and snowplows moving. UDOT has been out and driving the roads and thought it was a good change for the City. He noted that can discuss more information at a future meeting. It was noted that 3600 W won't be done until next year so this may be next year's legislative session. If the

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Council has any questions or feedback, they should contact the Mayor or Dan. Councilmember Favero's concern is that this trade would benefit UDOT not the City. Councilmember Jenkins has a major concern about a state road in front of the elementary school. It was noted that Farr West has the same issues with their schools.

Councilmember Beal also followed up on previous discussion with Kerry concerning accessible parks. Kerry noted it is really tough to get legislative appropriations for parks. The City has been successful on water and sewer infrastructure grants. He noted it is worth looking into but it is tough to get park money and that RAMP grants would be the best route.

Discussion/Motion: Release of Restriction on Lot 113 of Diamond E Phase 1

Mayor Beesley noted that in order to get final approval, they needed a temporary turn around for fire trucks. It is spelled out on the map. They have connected 15 feet of asphalt along 2800 N into phase 2. It also is a safe walkway to school to get to the crosswalk. Dan Schuler recommended releasing the lot restriction. Dan reported that a major concern of having one final lot is that it becomes a public dumping ground. This will keep kids off the 2600 N canal and have a safe walking path. City Attorney Richards stated the plat had a note and cannot be released without City Council approval. He also noted there was a meeting with public works, fire marshal and engineer and feels that this takes care of all concerns. **Councilmember Favero moved to release the restriction on Lot 113 of Diamond E Phase 1. Councilmember Beal seconded the motion. Councilmembers Favero, Jenkins, Panunzio, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Final Acceptance of Sunset Meadows Phase 2 & 3

Mayor Beesley asked to approve both phases 2 & 3 together. **Councilmember Beal moved to give final acceptance of Sunset Meadows Phase 2. Councilmember Wilson seconded the motion. Councilmembers Favero, Jenkins, Panunzio, Beal and Wilson voted aye. The motion carried.**

Comments: Public – Residency Requirement for Mayor

Mayor Beesley asked the City Attorney to briefly go over the what and why of the consent of residency. City Attorney Richards stated that State code dictates and governs eligibility and residency requirements for all elected officials in Utah State code 10-3-301. Once an elected official deems they have a secondary residence, they must bring it to the legislative body within 60 days and request the stay up to a continuous time of 12 months. To be able to do that, have to have a meeting such as this and allow for public comments on the topic and then have the Council vote. We have a request for consent from the City Council to allow the Mayor to reside at a secondary residence for a period of up to 12 months.

Comments: Public – Residency Requirement for Mayor

Miles Robinson noted the way he reads the code and qualifications for Mayor and City Council members, the minute they move out of town they lose the spot. They have 60 days to ask permission of the City Council. He felt the 12 months pertained to the military, but noted that he is not an attorney. What concerns him is we let this go we might as well throw the whole city code out. The law is the law.

Victoria Nielson stated she feels the Mayor should resign as discussed per the Utah State code and City Ordinances. When someone runs for Mayor, they know they have to be a resident and maintain that residence. If this request is approved by the Council, she thinks they are setting a precedence and next time someone could run for Mayor and live outside Plain City.

Linda Youngdale asked if the City Council allows this, then who signs the official City documents. It was noted that it would be the Mayor Pro-temp. Councilmember Beal stated the Mayor Pro-temp is Jed Jenkins (who is joining via Zoom).

Brian Masters asked if this applies to vacation days outside of the City or speaks to establishing a permanent residence. Asked the Mayor if he is establishing a primary residence out of the City. Jon does a great job of doing what he feels is a better or best with issues of honoring our past, managing the present and preparing for the future of the City. He has a pulse on the City and knows what is going on what issues are. Resigning would put Plain City in a deficit in operating and running this town. He has my support and doesn't think he should resign as Mayor or leave immediately as it would be a disservice to the statute and Plain City.

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Jeff Hales has lived in the City for over 45 years. The Mayor has always looked out for the City and watched carefully what's happened and have admired that. We elected Jon because thought he would do a good job and elected him the second term because he did do a good job. My Recommendation is for Jon to stay in as Mayor and let him prove to the Council and himself that not living in the City that he can't do the job then he should resign. If the City Council doesn't think he is doing his job, then ask him to resign. Until then, let him stay and finish honorably and do the best job he can, which know he will.

Lisa Cox has known Jon and have been to several Council meetings over the last 6-7 years. There is no one who cares more about the City than Jon and truly believe that. Has gone out of his way time after time for residents, double checking on things and spent so much time for the City. Feel like should look at all that and give him a chance as long as everything is up to code.

Mark Lowther the code has been explained very well and a provision in the code for the City Council to allow the Mayor to stay in place for up to 12 months or a variation of the 60 days. As a resident he has always answered my calls or called back with any concerns. The code spells out that the decision is in the City Council's hands on whether to allow or not, but provision quite clear and are not violating any law or statute by allowing him to stay as long as are following this process right now. Would like to see the Mayor stay.

Josh Abelman is a 3rd generation Plain City resident. Over the last 7 years the Mayor has always been readily available when have had questions that needed to be answered and don't see it being a problem for the remaining year of his term. Would hope the Council is able to look at his service as Mayor and take into consideration all that he and his family have sacrificed to try and make this City a better place for us as citizens. I am in total support of granting consent for the Mayor to temporarily reside outside the City. I do not feel it will have any negative effect on the City.

Ben Gertz wanted to clarify the amount of time the Mayor was asking for and had questions on the timeline of the dates the City Council was notified.

Mayor Beesley stated he is asking for 12 months not knowing exactly how long it might be and City Attorney Richards stated can't go beyond 12 months total from that date of September 24, 2024.

Brian Opheikens lived in PC for 10 years when was first married. Jon serves as your Mayor for one reason and that is he loves the Plain City and that City that raised him. Being Mayor has been his #1 priority and that is why I feel it is appropriate for me as an outsider can say that because as an outsider can see that even when he is outside your City, he is still 100% committed to the Mayor duties of Plain City.

Robert Seager don't believe there is anything deceptive going on with the Mayor. Know they have to follow the ordinances and timeline but as far as his personal character he's always put the City first and think that it is his main concern. Even if temporarily resides outside it will not be for very long and he'll be back. I appreciate all the Mayor has done for the City and hope can resolve this and keep him in place and move forward.

Todd Skeen has lived in Plain City for over 66 years. Sat on the City Council with Jon and everything he has done has been for the City. Agree they have to follow the statutes and regulations. Don't think anything is going on under the table, don't think anybody is trying to pull anything and think Jon has done a great job. Feel should give Jon the consideration that he deserves before making that choice.

Nicole McCafferty (on Zoom) believes if the Mayor is able to fulfill his duties as Mayor while having a second residency then he should be able to. He has volunteered with the Fire Department in Plain City and helped her child out and also advocated for her and followed up with them after their emergency.

Discussion: Consent for Residency of Mayor

The City Council discussed City Code 10-3-301 and the consent for residency and approval of up to 12 months. They also discussed the timeframe on when notification was made on the Mayor's moving out of the City, if it was within the 60 days. The Mayor had discussions with the City Attorney and City Recorder. The Mayor stated that per his text messages, he can confidently say that September 24, 2024 would be the date he began a temporary secondary residence

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outside of Plain City. The Mayor plans to move back into the City and tentatively is planning around March, maybe earlier. City Council members discussed giving between 1-7 months approval for the Mayor to move back. The City Council discussed the Pro-temp Mayor (Jed Jenkins) and the City Attorney advised on how an appointment would happen and the timeframe.

Motion: Consent for Residency of Mayor

Councilmember Jenkins made a motion to approve the extension of 12 months and start it on September 24, 2024. Councilmember Favero asked if could add an amendment suggesting that they put a time frame on to get Jon back into the City sooner rather than later just so can have a good compromise. No second was made. Councilmember Jenkins made a motion to give consent for residency of the Mayor. Councilmember Beal seconded the motion. Councilmembers Favero, Jenkins, Panunzio, Beal and Wilson voted aye. The motion carried.

Councilmember Favero made a motion to extend the Mayor consent for secondary residency for a period of 7 months until April 24, 2025. Councilmember Beal seconded the motion. Councilmembers Favero, Jenkins, Panunzio and Beal voted aye. Councilmember Wilson voted nay. The motion carried.

Motion: Approval of Business Licenses

There were none.

Motion: Approval of Warrant Register

See warrant register dated 11/01/2024 to 11/20/2024. Discussion on camera SD cards final billed amounts. Also invoices regarding fencing for reimbursement for property adjoining City property. Councilmember Favero moved to approve and pay the bills as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Panunzio, Beal and Wilson voted aye. The motion carried.

Report from City Council

Councilmember Beal mentioned the Christmas Parade on Dec 7. She would like to see if there is a way for the City Council to update the ordinance and have a future conversation about a more definitive City ordinance regarding elected residency.

Councilmember Wilson stated she is still working on landfill purchases.

Mayor Beesley thanked citizens for coming to speak and giving opinions. He also appreciates the Council for their grace regarding his residency issue. He gave his word that he will keep doing his job as the Mayor and will be here for the City.

At 8:12 p.m. Councilmember Wilson moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

Mayor

City Recorder

Date approved _____



Outlook

Stillcreek

From Brandon Richards <brandon@brichardslaw.com>**Date** Tue 11/26/2024 6:41 AM**To** Diane Hirschi <dianeh@plaincityutah.org> 2 attachments (2 MB)

Attachment Still Creek phase 2 private roads.pdf; Stillcreek DA amendment regarding streets 2024.doc;

Diane:

Here is a draft of the agreement to take on those streets in Stillcreek. I have also attached an exhibit to show the streets that Dan made up for me. The only think I don't know is what the exact name of the entity is we are dealing with..... So, if its the HOA I don't know the proper name of it if that makes sense. I suppose we can put this on the agenda and let the council vote and they we can clean up the name and so forth.....

Thanks - Brandon

--

Brandon R. Richards

Attorney

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**AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN PLAIN CITY
CORPORATION AND STILLCREEK HOA**

THIS AGREEMENT is entered into this _____ day of _____, 2024,
between _____ of, County of Weber, State of
Utah, hereinafter referred to as "Stillcreek HOA," and PLAIN CITY CORPORATION, a
municipal corporation of the State of Utah located in Weber County, hereinafter referred
to as the "City," hereby agrees as follows:

WHEREAS, a Development Agreement related to the Stillcreek subdivision was entered
into and recorded with the Weber County Recorder on February 1, 2007, and

WHEREAS, paragraph 2.4.3.5 of that agreement set forth all streets would be dedicated
to Plain City with the exception of the private streets in the Patio Home and Townhome
sub-communities, and

WHEREAS, Stillcreek HOA, at this point desires to dedicate several private streets, to
Plain City to become public streets, and

WHEREAS, the private streets Stillcreek HOA desires to dedicate to Plain City are: 3500
West, 3050 North, 3075 North, and 3450 West, as shown on *Exhibit A* to this
Amendment, and

WHEREAS, Plain City has inspected the private streets referenced above and has
determined they were built to city standards and is therefore willing to accept the
dedication of these roadways and maintain them into the future as city streets.

THEREFORE, the Stillcreek HOA and the city of Plain City agree to modify and amend
the Development Agreement recorded with the Weber County Recorder on February 1,
2007 to clarify in paragraph 2.4.3.5 that 3500 West, 3050 North, 3075 North, and 3450
West within the Stillcreek development will be dedicated to Plain City as public streets
and will be maintained by Plain City in the future.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this
_____ day of _____, 2024.

Date

STILLCREEK HOA

Title

PLAIN CITY CORPORATION

Date

Mayor

ATTEST:

City Recorder

Date

Plain City Attorney

The roads in Still Creek Phase 2 that are listed as private roads within the patio homes will be under the city's care. The roads that the city will be taking over and maintaining are listed as follows: **3500 West, 3050 North, 3075 North and 3450 West** all other HOA responsibilities such as landscaping, open space areas, sidewalks, detention areas and other items that the HOA is responsible for maintaining and overseeing will not change.



600ft

-112.058 41.318 Degrees



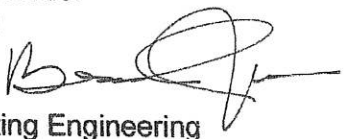
60ft

-112.063 41.316 Degrees



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: August 4, 2023

Subject: Diamond E Subdivision, Final Acceptance

We have reviewed the Final Acceptance request for Diamond E Subdivision. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works (attached). Consequently, we recommend granting Final Acceptance to the Diamond E Subdivision, Phase 1.

If the City Council elects to grant Final Acceptance, all remaining escrow funds can be released to the Developer. If you have any questions or require additional information, feel free to contact me.



7/30/2024

RE: Final Acceptance

Subdivision: Diamond E Subdivision

Approx. Address: 2600 North 3200 West, Plain City Utah.

Final Acceptance request

Developer is requesting to go into final acceptance. I conducted my field inspection on 7/29/2024 finding no issues with any of the improvements under the year warranty, at this time final acceptance is recommended and will be requested, releasing the remainder escrow amounts, plus the 10% contingency.

If you have any questions or concerns, please give me a call.

DANIEL SCHULER

Public Works Director

4160 W 2200 N

Plain City Ut 84404

385-466-1079

dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 19, 2024

Subject: **Stillcreek Village PRUD Phase 3A – Final Acceptance**

We concur with the final acceptance inspection report completed by Dan Schuler dated 11/18/2024 (attached). We recommend Stillcreek Village PRUD Phase 3A Subdivision be granted final acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

If you have any questions or require additional information, feel free to call.



11/18/2024

RE: Final acceptance

Subdivision: Still Creek Subdivision Phase 3/ A & B

Final acceptance request

Developer is requesting to go into final acceptance. All items remaining on the punch list were re-inspected and 100% completed to city standards, final acceptance is recommended and will be requested to Mayor and Council for approval to end the one-year warranty phase and releasing the remainder escrow amount plus the 10% contingency.

If you have any questions or concerns, please give me a call.

DANIEL SCHULER
Public Works Director
4160 W 2200 N
Plain City Ut 84404
385-466-1079
dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 19, 2024

Subject: **Stillcreek Village PRUD Phase 3B – Final Acceptance**

We concur with the final acceptance inspection report completed by Dan Schuler dated 11/18/2024 (attached). We recommend Stillcreek Village PRUD Phase 3B Subdivision be granted final acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

If you have any questions or require additional information, feel free to call.



11/18/2024

RE: Final acceptance

Subdivision: Still Creek Subdivision Phase 3/ A & B

Final acceptance request

Developer is requesting to go into final acceptance. All items remaining on the punch list were re-inspected and 100% completed to city standards, final acceptance is recommended and will be requested to Mayor and Council for approval to end the one-year warranty phase and releasing the remainder escrow amount plus the 10% contingency.

If you have any questions or concerns, please give me a call.

DANIEL SCHULER
Public Works Director
4160 W 2200 N
Plain City Ut 84404
385-466-1079
dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 19, 2024

Subject: Stillcreek Village PRUD Phase 3C – Final Acceptance

We concur with the final acceptance inspection report completed by Dan Schuler dated 11/18/2024 (attached). We recommend Stillcreek Village PRUD Phase 3C Subdivision be granted final acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

If you have any questions or require additional information, feel free to call.



11/18/2024

RE: Final acceptance

Subdivision: Still Creek Subdivision Phase 3/ C, D and E

final acceptance request

Developer is requesting final acceptance. All Items remaining on the punch list were re-inspected and 100% completed to city standards, final acceptance is recommended and will be requested to Mayor and Council for approval to end the one-year warranty phase and releasing the remainder escrow amount, plus the 10% contingency.

If you have any questions or concerns, please give me a call.

DANIEL SCHULER

Public Works Director

4160 W 2200 N

Plain City Ut 84404

385-466-1079

dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 19, 2024

Subject: Stillcreek Village PRUD Phase 3D – Final Acceptance

We concur with the final acceptance inspection report completed by Dan Schuler dated 11/18/2024 (attached). We recommend Stillcreek Village PRUD Phase 3D Subdivision be granted final acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

If you have any questions or require additional information, feel free to call.



11/18/2024

RE: Final acceptance

Subdivision: Still Creek Subdivision Phase 3/ C, D and E

final acceptance request

Developer is requesting final acceptance. All items remaining on the punch list were re-inspected and 100% completed to city standards, final acceptance is recommended and will be requested to Mayor and Council for approval to end the one-year warranty phase and releasing the remainder escrow amount, plus the 10% contingency.

If you have any questions or concerns, please give me a call.

DANIEL SCHULER

Public Works Director

4160 W 2200 N

Plain City Ut 84404

385-466-1079

dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 19, 2024

Subject: Stillcreek Village PRUD Phase 3E – Final Acceptance

We concur with the final acceptance inspection report completed by Dan Schuler dated 11/18/2024 (attached). We recommend Stillcreek Village PRUD Phase 3E Subdivision be granted final acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

If you have any questions or require additional information, feel free to call.



11/18/2024

RE: Final acceptance

Subdivision: Still Creek Subdivision Phase 3/ C, D and E

final acceptance request

Developer is requesting final acceptance. All Items remaining on the punch list were re-inspected and 100% completed to city standards, final acceptance is recommended and will be requested to Mayor and Council for approval to end the one-year warranty phase and releasing the remainder escrow amount, plus the 10% contingency.

If you have any questions or concerns, please give me a call.

DANIEL SCHULER

Public Works Director

4160 W 2200 N

Plain City Ut 84404

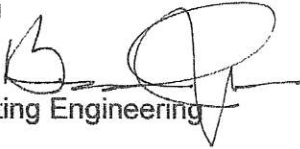
385-466-1079

dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 15, 2024

Subject: Scott Wayment Subdivision, Conditional Final Acceptance

We have reviewed the inspection report regarding the Scott Wayment Subdivision. We concur with his (see attached inspection report). Consequently, we recommend granting conditional final acceptance to this development. This will begin the one-year warranty period for the development. With the exception of the 10% contingency, we recommend the remaining funds be released to the Developer. The contingency funds should remain in place until final acceptance is granted.

If you have any questions or require additional information, feel free to call.



Project Punch List

Project Name: Scott Wayment Subdivision

Contractors Name: Tony Daz

Date of substantial completion inspection: 11/13/2024

Date of punch list: 11/13/2024

City representative: Daniel Schuler

Contractors' representative: Tony Daz

The following is a list of items within the scope of work that require correction or completion prior to:

☐ Escrow release.

☐ Substantial completion inspection.

☒ Conditional final.

☐ Final completion.

A detailed description for each item is provided below. Upon completion the city representative and the contractors shall inspect the work performed and initial that each item has been completed and accepted before conditional final or final completion will be requested from City Council. (Use additional pages as necessary). Once developer/contractor receives the punch list from the city all items listed below will need to be completed within 60 days, after the 60 days the punch list will be null-and-void and a new final inspection and punch list will be issued for items needing fixed or completed. Developers/Contractors responsibility to contact the city to schedule a re-inspection for items completed.

Description of items	%	City Representative	Date of City Acceptance
All city improvements are installed top city standards.	100 %	D Schuler	
		D Schuler	
		D Schuler	



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: November 21, 2024

Subject: **Mountain West Meadows Phase 5, Conditional Final Acceptance**

We have received an inspection report regarding Mountain West Meadows, Phase 5. Following our review, we concur with the submitted report (attached). Consequently, we recommend granting Conditional Final Acceptance for this development. Once the approval is granted by Plain City, the one-year warrantee period for the development should begin. Subject to the City approval, we recommend all remaining funds in the escrow account be released to the Developer with exception of the 10% contingency. The contingency funds should remain in place until final acceptance is granted.

If you have any questions or require additional information, feel free to call.



Project Punch List

Project Name: Mountain West Phase 5

Contractors Name: Cecil Satterwaite

Date of substantial completion inspection: 4/26/2022 8/20/2024 11/2024

Date of punch list: 5/12/2022 8/20/2022 11/2024

City representative: Daniel Schuler

Contractors' representative: Cecil Satterwaite 801-391-1345

The following is a list of items within the scope of work that require correction or completion prior to:

☐ Escrow release.

☐ A new substantial completion inspection.

☒ Conditional final.

☐ Final completion.

A detailed description for each item is provided below. Upon completion the city representative and the contractors shall inspect the work performed and initial that each item has been completed and accepted before conditional final or final completion will be requested from City Council. (Use additional pages as necessary). Once developer/contractor receives the punch list from the city all items listed below will need to be completed within 60 days, after the 60 days the punch list will be null-and-void and a new final inspection and punch list will be issued for items needing fixed or completed. Developers/Contractors responsibility to contact the city to schedule a re-inspection for items completed.

Description of items	%	City Representative	Date of City Acceptance
Install street light per plans.	100	D Schuler	
Completion of all sidewalk, fix broken sections, if any.	100	D Schuler	

Clean out all gutters and storm drain boxes & remove BMP's from inlets.	100	D Schuler	
Install head gate in outfall box out on 2850 West per plans.		D Schuler	Not to plan, engineer approved 11/24
Re-patch utility trenches out on 2850 West.	100	D Schuler	
1974 North Level up yard next to detention pond & cut down tree to install privacy fence, per plans.	100	D Schuler	
1972 North install inlet box and fill in hole rear of lot to install privacy fence per plans.	100	D Schuler	
1997 N South side of lot per plans, 1980 N, 1974 N, 1972 N, 1971 N, Install privacy fence rear of lots. per plans.	100	D Schuler	
At the time surface treatment is completed by the city the developer will cut a check for payment renversement to the city.	100	D Schuler	
File a NOT for SWPPP once all items are completed to close out.	100	D Schuler	



Daniel Schuler
Public Works Director
 4160 W 2200 S
 Plain City, Utah 84404

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN PLAIN CITY, UTAH, AND S-CURVE PATIO ESTATES SUBDIVISION

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 S-CURVE PATIO ESTATES SUBDIVISION, GOLDEN LAND MANAGEMENT, INC (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 2825 W 2575 N, Plain City, UT, and contained by the following parcel numbers: 19-036-0072, 19-036-0076, and part of 19-036-0075, (hereinafter the “Subject Property”); and

WHEREAS, the overall Subject Property consists of approximately 5.692 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 S-Curve Patio Estates.

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 S-Curve Patio Estates.

1.5 “Developer” shall mean GOLDEN LAND MANAGEMENT, INC. 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 5.692 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 25 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 front 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 act as the homeowners association to 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, utilities, street 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 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.

3.8 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 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: GOLDEN LAND MANAGEMENT, INC.

4960 W. 2200 N.
Ogden, Ut 84404

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.

Kami Marriott

Golden Land Management, Inc., Kami Marriott

Subscribed and sworn to me this 20 day of November 2024
Kami F. Marriott, AS PRESIDENT OF GOLDEN LAND MANAGEMENT, INC.
Notary Public
Residing in: [Signature]
My Commission Expires: 3-28-26



**AGREEMENT TO EXTEND THE DEVELOPMENT AGREEMENT FOR
STILLCREEK SUBDIVISION IN PLAIN CITY, UT**

THIS AGREEMENT (hereinafter the "Agreement") is entered into this _____ day of _____, 2024, by and between PLAIN CITY, a municipal corporation of the State of Utah located in Weber County (hereinafter the "City") and WESTSIDE INVESTMENTS, L.C., a Utah Limited Liability Company located in Weber County (hereinafter "Westside Investments").

I. RECITALS

1. WHEREAS, Westside Investments owns portions of the Stillcreek Subdivision ("Stillcreek") in Plain City, Utah that have not been completed under the terms of the Development Agreement for Stillcreek ("Development Agreement"). The Development Agreement was executed on January 31, 2007 ("Effective Date") and recorded on February 1, 2007 as entry number 2239614 in Weber County, Utah Recorder's Office.
2. WHEREAS, the Development Agreement states in paragraph 5.10 that the Development Agreement "terminates upon completion of the Conditions of Development or 10 years after the Effective Date, whichever comes first."
3. WHEREAS, the City and Westside Investments, L.C. desire to extend the Development Agreement beyond the termination date described above.
4. WHEREAS, on February 16, 2017, the city council for the City passed a motion to extend the termination date of the Development Agreement.

II. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Development Agreement, the City and Westside Investments agree as follows:

1. Paragraph 5.10 of the Development Agreement is hereby amended to extend the termination date of the Development Agreement to the completion of the Conditions of Development or till January 25, 2035, whichever comes first.

IN WITNESS WHEREOF, the City and Westside Investments have executed this Agreement.

DATED this _____ day of _____, 2024

CITY OF PLAIN CITY, a municipal corporation
organized under the laws of the State of Utah

By: _____
Jon Beesley, Mayor of Plain City

ATTEST:

Plain City Recorder

WESTSIDE INVESTMENTS, L.C.

By: Amy Roskelley
Amy Roskelley, Manager

State of Utah)
County of Weber)

On this 20 day of November, 2024, Amy Roskelley, manager of
Westside Investments, L.C., personally appeared before me and proved on the basis of
satisfactory evidence to be the person subscribed to above, and acknowledged that she
executed the same.

[Signature]
Notary Public



ORDINANCE # 2024-__

**AN ORDINANCE OF PLAIN CITY, UTAH AMENDING THE CITY'S ZONING
ORDINANCE TITLE 10 CHAPTER 4 SECTION 4 SITE ZONE STANDARDS
FOR AGRICULTURAL ZONES; AND ESTABLISHING AN EFFECTIVE DATE**

Section 1. Recitals

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

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

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

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

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

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

Section 2. City's Zoning Ordinance Amended.

The following amends and replaces Plain City Code Title 10 Chapter 4 Section 4:

10-4-1 : SITE DEVELOPMENT STANDARDS:

A.	Minimum lot area	40,000 square feet
B.	Minimum lot width	150 feet
C.	Minimum yard setbacks:	
	1. Front	40 feet, except average of existing buildings where 50 percent frontage is developed, but not less than 30 feet
	2. Side:	
	a. Dwelling	10 feet with total width of 2 side yards not less than 24 feet

	b. Other main building	20 feet each side
	c. Accessory building	10 feet, except 4 <u>5 feet</u> if located at least 6 feet in rear of main building
	3. Side facing street on corner lot	30 feet
	4. Rear:	
	a. Main building	30 feet
	b. Accessory building	4 <u>5 feet</u> , except 10 feet where accessory building rears on side yard of adjacent corner lot
D.	Building height:	
	1. Minimum	1 story
	2. Maximum	2 ¹ / ₂ stories or 35 feet

(Ord. 2011-01, 1-6-2011, eff. 1-6-2011)

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 ____st day of _____, 2024

PLAIN CITY, a municipal corporation

MAYOR – Jon Beesley

ATTESTED AND RECORDED:

Diane Hirschi, CMC
CITY RECORDER