

PLAIN CITY COUNCIL  
MINUTES OF REGULAR MEETING  
MARCH 5, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, March 5, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyers, Councilmembers Adam Favero, Rachael Beal Jed Jenkins, Luigi Panunzio and Jan Wilson (late)  
Staff: Diane Hirschi, Stacy Adams, Brandan Quinney, Dan Schuler  
Present: Lt. Horton, Jarod Maw, Scott Coleman, Ty Coleman, Robert Lamb, Theresa Lamb, Miles Lamb, Jacob Daniels, Jason Greer  
Via on Zoom: Mike Phillips, Michael, Charles Ahlstrom, Andrew Duncan, DUNCAN

Call to Order: Mayor Meyer  
Pledge of Allegiance: Councilmember Beal  
Invocation/Moment of Silence/Thought: Mayor Meyer

Approval of Minutes February 19, 2026

**Councilmember Beal moved to approve the minutes from February 19, 2026, as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio voted aye. The motion carried.**

Comments: Public

There were none.

Report from Planning Commission

Jarod Maw stated the Planning Commission had to reschedule their Feb 26<sup>th</sup> meeting to March 3<sup>rd</sup> since they did not have a quorum. They held a public hearing and motion for a rezone application from A-2 to C-3 regarding a Shooting Range, which they denied. Also, they held a public hearing and motion for a rezone from RE-20 to RE-18.5. They set a public hearing for March 26, 2026 for rezone of property from A-1/A-2 to RE-18.5. They discussed Kellys Cove's conditional use/development agreement. They set a public hearing for March 26, 2026 for a conditional use for an LDS Church. Discussed a site plan for Brynlee Acres Community Clubhouse. Discussed two Lot Line Adjustments. The Planning Commission is also looking to open up the DADU ordinance for review. There will be a joint Commission and Council meeting on March 12<sup>th</sup> will kick off the General Plan update.

Presentation - Western Weber CTC Award to Miles Lamb

Councilmember Beal presented Miles Lamb with the Western Weber CTC Grit Award since Nicole Blanche was not able to be here. Miles, a senior at Fremont High School and a resident of Plain City, made the decision as a young Cub Scout to earn all 141 merit badges offered by Scouting America. Over the next 6 years, Miles dedicated thousands of hours and showed amazing tenacity, determination and grit to make that goal a reality. Miles is a wonderful example of what you can accomplish when you set your sights on a goal and refuse to be deterred. He joins an elite 644 scouts out of around 130 million youth who have taken part in the scouting program since its foundation to accomplish this feat. In addition to recognizing this amazing accomplishment, we want to wish him support in accomplishing all of his future goals, as well as looking forward to seeing what he accomplishes in the future.

Discussion/Motion Review of Commercial Business License Renewal - Brazilian Paradise

Owner Jacob Daniels was present along with his attorney, Charles Ahlstrom, on Zoom. Mayor Meyer stated staff had checked with surrounding cities on licensing food trucks and where food trucks/trailers are parked or stored and commissary requirements, many did not issue license for food trucks at residential locations. Charles Ahlstrom mentioned City Code 10-6A-4: SPECIAL REGULATIONS, Mobile Food Vendors. This code pertains to food truck vendors coming into Plain City for events within commercial or industrial zones and parking in residential areas for events with property owner permission. Mayor and Council discussed home occupation business license requirements and if this would meet those due to multiple employees, off-street parking and two food trucks being parked at the residence. City Attorney Quinney stated that the approval or denial of the commercial business license renewal is what was on the agenda for tonight should make a motion on that. If he were to elect to submit a new home occupation business license application, it would start with an administrative discussion with City staff after submitting application. **Councilmember Jenkins moved**

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**to deny the commercial business license renewal - Brazilian Paradise. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Discussion/Motion Conditional Final Acceptance – S-Curve Commercial

Dan Schuler stated they are asking for a conditional final for the S-curve commercial. The last thing he had to do was put the sidewalk in on the curve on 2600, heading east that would be for the commercial sidewalk for the IHC building coming in and finally got that done. **Councilmember Favero moved to approve conditional final acceptance – S-Curve Commercial as presented. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried**

Motion: Approval of Business Licenses

**New – Home Occupation**

Ascent Trucking LLC	2973 W 3150 W	Kyle Davis	Home Office - Trucking Co
Inger Alice Camille Sullenger	3046 N 3325 W	Inger Sullenger	Certified Public Accounting Services
Ken's Tools LLC	2756 W 1750 N	Ken Lister	Matco Tool Truck - Home Office

**New – Commercial**

REX-TCG - 3 Collectibles	2414 N 4350 W	Luis Ramirez	Collectibles & Memorabilia Store
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**Renewals Commercial**

TNT Fireworks (July 2026)	3673 W 2600 N	American Promotional Events at Fireworks Tent at Kent's
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**Councilmember Panunzio moved to approve the business licenses as presented. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Motion: Approval of Warrant Register

See warrant register dated 2/19/2026 - 2/28/2026. **Councilmember Jenkins moved to approve the warrant register for 2/19/2026 to 2/28/2026. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

DRAFT

Report from City Council

**Councilmember Favero** congratulations to Miles Lamb on his accomplishment. Attended a couple meetings this past week with UDOT and their stakeholders to go over projects for the year. They talked about SR177 and how it's moving north and construction status and timeframe. Also attended WFRC meetings reviewing community projects that will be awarded this year, none coming to Plain City this year.

**Councilmember Beal** attended an America 250 Utah meeting and they are really pushing for dates to start their advertising so they can start announcing and giving City funding for our events. Also, a Western Weber CTC board meeting next week. Next month is the CERT training online and then can do in person training. Again, congratulations to Miles Lamb, that was just absolutely amazing! Western Weber CTC's whole thing is grit, and he absolutely demonstrated grit, working 6 years to earn every single one of those 141 Merit badges, including his Eagle Scout, 6 years and thousands of hours and there's only 644 that have done that. So, big round of applause to him.

**Councilmember Jenkins** congratulations to Miles. He has been a great mentor for his son through the Eagle Scout program. Mosquito Abatement didn't have a meeting in February but next meeting coming up. Also, don't forget as it warms up the mosquitos will come out and can submit a request to Mosquito Abatement to spray your area. Submit a spray request online at webermad.org. Went to a WACOG housing meeting and they went over the legislative session that is still going on. There was a short conversation about DADUs and AADUs and discussed a program North Ogden's is trying to create for a 'road to legality' for building and electrical checks to make those DADUs legal. Another update was had a friend who works in traffic science and regarding the speeding reports the council has received on 3475 West. He was willing to hook up one of his sensors on a street sign and collect data. A few observations that he made was the average speed was 27 mph, the number of drivers driving 5 over the speed limit were 16% (142/844) and 2 extreme speeders (52 mph & 61 mph). He made the point that 85% of the drivers drove at 32 miles per hour, which, no one is going to like, but this is traffic science, which suggests that speed limit is too slow on that street. So, would like to do more traffic studies at different times and different locations in the city and has reached out to Dan as well.

**Councilmember Wilson** stated Colette is underway with volleyball and working on track and baseball. Getting ready for Easter and the many 4<sup>th</sup> of July events. She is always looking for more volunteers to help with City events.

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**Councilmember Panunzio** asked if the new cameras in the parks are working and recording. Thought it would be a great idea to share access to our park cameras to Ogden ATAC. It is a real-time crime center located at Ogden Police Department and a huge resource for law enforcement. It would Provide the City, if there was ever a big incident at one of our parks, they would be able to access the cameras and can provide law enforcement with real-time information on what is going on for investigative situations. City Attorney Quinney stated this falls under GRAMA and record sharing that we share records between government entities for public safety reasons. Just get permission from both entities, Ogden City and Plain City.

**Mayor Meyer** stated the city is pursuing a part-time Planner and have got a couple good candidates that would like to interview and will be setting those up. Update on 3600 W, believe are scheduled to move forward with construction June of 2026. Regarding 2200 N, wanted to thank our City Attorney on this, he had a discussion with Weber County and we are going to let Weber County figure out the access and the acquisitions and once they do that, then we can look at the annexation aspect of it. Since the City does not do a lot of eminent domain projects. **City Attorney Quinney** stated he is working on those changes to the current draft of the interlocal agreement and will make those changes and present them to Weber County. Really, it just flips the order of events, Weber County finishes the project and the acquisitions and the annexation and then the city will take it and will propose that to Weber County. Sounds like they are going to have it looked at in a work session with the County Commissioners and then will bring it to the City Council for approval. **Mayor Meyer** Nothing new to report on North Plain City Road, believe acquisitions are being done there and moving forward on schedule. The General Plan meeting on March 12<sup>th</sup>, please put in your calendars, we all need to be there if we can. Some of you may have conflicts, but it's our kickoff meeting and would be great if we had all of City Council and Planning Commission there. At the last WACOG meeting they discussed the transfer station and Weber County is still not ready to go with an interlocal agreement yet. One last thing regarding the Weber County Interlocal Agreement with Animal Services, we must decide whether it is the terms that we want for the City. Essentially, the price, the type of service and if that is something the city wants to take advantage of and move forward. Asked Diane to put that on the next meeting agenda to look at that and have a discussion and decision.

**Councilmember Favero** asked if some items on the agenda are just discussion items and not make a motion the same night, some of these topics we might need two times to talk about and not expected to make a motion the same night. The interlocal agreement on 2200 N would probably need a work meeting or more discussions.

**Councilmember Beal** asked if the mayor was going to get together and set out our goals and plans for the year for major projects we want to focus on as a city. The mayor said they will get those figured out.

**At 7:49 p.m. Councilmember Favero moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.**

\_\_\_\_\_  
Mayor

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

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



## WASATCH FRONT REGIONAL COUNCIL LOCAL ADMINISTRATIVE ADVISOR PROGRAM

### **What is the LAA Program?**

In the 2023 General Legislative Session, the Utah League of Cities & Towns (ULCT) lobbied the State Legislature on behalf of the 145 cities and towns in Utah who did not have full-time administrative staff. The Legislature and Governor Cox supported the ULCT request, and funds were allocated to create the LAA position. The position is housed regionally in each of the state's seven Associations of Governments (AOGs), and each LAA assists small communities navigate legislative demands and build capacity to ensure the well-being of small municipalities in the state. Importantly, the LAA program offers administrative assistance without replacing local leadership.

### **What can the LAA do?**

The overall goal of the LAA is to "increase capacity", which can mean anything from training elected/appointed officials on meeting conduct and preparation, to helping you create a resident-friendly budget, or even evaluating and making recommendations on policy and procedure updates.

#### **Project Examples:**

- Advise entity leaders on HR issues, budgets, agendas, resolutions, policies, and procedures.
  - Facilitate discussions with leaders in creating goals and objectives for the community.
- Create templates for meetings, staff reports, enacting ordinance/resolutions, personnel reviews.
  - Examine internal programs and procedures for the city, town, or metro-township.
- Establish and monitor budgets to accomplish goals and objectives, including status reviews to encourage the meeting of entity needs and public accountability.
- Connect municipalities with possible resources to accomplish land use goals and objectives.

### **Who is the LAA at WFRC?**

Madison Aviles began her work at WFRC after five years working as the City Manager for the City of Carlin, Nevada (population ~2,700). Her background includes a bachelor's degree in political science and an MPA from the University of Utah. She enthusiastically believes in the success of small municipalities, and is enjoying learning more about the rich history of Utah's small cities and towns.

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Plain City Planning Commission met in a regular meeting at City Hall on Thursday, March 3, 2026 also accessible via ZOOM beginning at 7:00p.m.

Present: Chairman Maw  
Commissioner Ableman  
Commissioner Skeen  
Excused Commissioner Ortega  
Zoom Commissioner McBride

Staff: Tammy Folkman, Dan Schuler

Attendees: Erick Thompson, Andrew & Rebecca Martin, Elaine Winegar, Brian Bingham, Ryker Wells, Phillip Reese, Jon Southern, Katelyn Shaw, Jason Green, Josh Yates, Kami Marriott

Zoom Attendees: Matt McBride, Phil Meyer, Mike Phillips, Brady Blackner, Brian Dillion, Jake, Stephen Powell, Cassie Joiner

Welcome: Chairman Maw

Pledge of Allegiance: Commissioner Ableman

Moment of Silence/Invocation: Commissioner Skeen

1. Roll Call: Chairman Maw directed roll call. Commissioners, McBride (zoom), Ableman, Skeen, and Chairman Maw were all present. Commissioner Ortega is excused

2. Opening Statement: Chairman Maw

3. Ex Parte: none at this time

4. Public Comments:

Erick Thompson has concerns about the detached accessory dwellings and the lack of definition on the size of the unit. He is wondering since the city removed it, do we fall back on the county size or do we need to put a size in. He mentioned a person could build to the size they want. He would like to see the definition of the word subordinate. He is wondering if someone is allowed to attach a DADU to a giant shed and later on make more living space in the shed. He is also wondering about the lighting at night; he can't see the stars anymore. He is wondering if we could minimize the light pollution. Chairman Maw did say he had gotten an email from John Leanardi and he will pass that along to the other commissioners. He did mention we will open the DADU ordinance and look at what we would like to do. He also mentioned down the road he would like to start a dark sky ordinance.

5. Approval of Meeting Minutes for February 12, 2026

**Commissioner Ableman motioned to approve meeting minutes for February 12, 2026. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

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6. Technical Review Report: Cole West-Jackson Property

Chairman Maw talked about Cole West coming in and presenting on the Jackson property. He did say we discussed the good points and the bad points. They will give us a draft of the development agreement. Commissioners would like to see a copy of this. He also talked about the technical review we had today, about the pet washing station. He mentioned the Fox property as well they want to zone to a RE-15 but the smallest they could go is RE-18.5. He did mention on our future land use map the roads are not very clear.

7. Legislative Items:

Motion: Open public hearing for rezone of property located at approx. 4700-5100 W 2700-3100 N from A-2 to C-3 Parcel 190270007 (Western Basin Land & Livestock) Shooting Range

**Commissioner Skeen motioned to open public hearing for rezone of property located at approx. 4700-5100 W 2700-3100 N from A-2 to C-3. Commissioner Ableman seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Katelyn Shaw is not opposed to a shooting range her concern is the developments going in around it. She did say she would not want to purchase a home with a shooting range around the homes. Elaine Winegar asked if it was going to be an indoor or outdoor range. It may have some indoor and some outdoor. Kami Marriott has worked with the gentlemen who are wanting to put in a gun range. She mentioned they are convinced this is a good thing with everything going on. She did say they are not planning on doing any development around this it will just be open space. She feels this is a great location. Chairman Maw mentioned the correspondence from Amy Roskelly, her mother said what was in the email.

**Commissioner Ableman motioned to close public hearing for rezone of property located at approx. 4700-5100 W 2700-3100 N from A-2 to C-3. Commissioner Skeen seconded the motion.**

**Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Discussion/Motion: for the rezone of property located at approx. 4700-5100 W 2700-3100 N from A-2 to C-3 Parcel 190270007 (Western Basin Land & Livestock) Shooting Range

Jarod Yates is on the board of Battle Ford Foundation. He did say this is not just a shooting range. It will serve as their headquarters and it will be for therapy sessions. They are a nonprofit organization; they help veterans with PTSD. He stated this is not a for profit project. He mentioned their business is saving lives. The property they will be using is 26 acres. He addressed some of the measures that will be taken to help with sound. He said the best way to mitigate sound is with berms. He feels it will be a benefit to the public. He feels the location is good. Chairman Maw asked what direction would they be shooting. Jarod said it would be east. Commissioner Ableman wanted to know how they would contain the projectiles. Josh Yates is their legal he did say you can collect your projectiles so you can sale them, he talked about machines that can pick them up. Commissioner Ableman is talking about a stray bullet. Jarod did say they will have berms and something to knock it down so it does not go over the berm. Josh stated that is why it would be a conditional use with the city to go over these things. Commissioner Skeen asked if it would be similar to the Weber County Range. Jarod mentioned it would be similar. Commissioner Albeman indicated the property was 50 acres and they were going to only use 26 acres he wanted to know the plan for the rest of the parcel. He is concerned if this parcel is zoned C-3 it would all be commercial not just the 26 acres. He would want to protect the city because it is zoned open space, green space, recreation. Commissioner McBride asked what kind of traffic do they expect. Jarod did not think there would be much traffic. Commissioner McBride asked how many enclosed facilities they would have. Jarod mentioned possible three buildings. Chairman Maw wanted to know how big the buildings would be. Jarod indicated the buildings could have

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dual uses. Jarod did mention there is a need for law enforcement to have a building for training. Commissioner Skeen is

wondering about the noise at the range. Chairman Maw asked how close this is to residential property. Commissioner Skeen indicated there is a buffer between them. Chairman Maws mentioned we already have a C-3 zone which is the sewer treatment and the proposed landfill expansion, his concern is how close we are getting to what we have on our future land use map as residential lots. He envisions a C-3 zone being more separate from the residential lots and having a buffer of a C-2 or C-1 zone to mitigate whatever is going on in the C-3 zone. Commissioner Skeen mentioned his thoughts were leaving it as A-2 and putting a conditional use on it in the A-2 zone. He did say there are areas out west in the A-2 zone that a range could go in. He mentioned once it is zoned to C-3 then it stays C-3 and if the range went away for some reason now you have a big chunk of C-3 next to residential. Jarod did say they are restricted to sell it to a developer being a nonprofit. Chairman Maw did say we just have a shooting range in our ordinance as C-3. Commissioner Skeen and Ableman are not comfortable doing the whole 50 acres as C-3 but would be willing to do the 26 acres just for the range. Commissioner Skeen did say he would consider adding a conditional use in the A-2 zone for a range or just rezoning the portion the shooting range will be on. They would need to amend the application. Commissioner Ableman is leaning toward changing the ordinance to allow shooting ranges in an A-2 zone. Josh is wondering if under the A-2 could they still do the buildings. Commissioners stated with a conditional use permit they could. Josh feels like we are trying to reinvent the wheel. Commissioner Skeen did say he understands his frustration because we did go in the direction of a C-3 in the beginning. He did say it is a legislative item and the feedback he has gotten this might clear some of that up. Kami has been to a few meetings prior to this over the last year and we were heading in the direction that we are here tonight for and all of a sudden, the wheel is now turning in another direction and she indicated it is frustrating. Her comment is what has happened at this point is irrelevant now. Commissioner Skeen feels in his mind it seems like it would be easier to keep it A-2 and go that route. Commissioner Ableman stated if they go this route, they will only have to submit a conditional use permit and build their buildings as planned. Jarod is wondering if city council will bless the change of language. Chairman Maw did say we will need to send something to them tonight as a recommendation as part of our motion tonight. He did say he can't gage what the city council will say. Jarod is wondering if amending the language is something that can happen quick. Chairman Maw indicated no it may take 3 planning meetings and one city council. Kami said she wanted to be clear are we going to trash the rezone and go with the commercial use in the A-2 zone. Chairman Maw mentioned they will not have to rezone. Kami wanted to make sure this would be in the minutes.

**Commissioner Ableman motioned to recommend to city council denial of the rezone for property located at approx. 4700-5100 W 2700-3100 N from A-2 to C-3 Parcel 190270007 based on the need to look into allowing shooting ranges in our A-2 and A-1 zones. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Motion: Open public hearing for rezone of property located approx. 3000 N North Plain City Road from RE-20 to RE-18.5 Parcel 190220001 (Jason Green)

**Commissioner Skeen motioned to open public hearing for rezone of property located at approx. 3000 N North Plain City Road from RE-20 to RE-18.5. Commissioner Ableman seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

There were no public comments.

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**Commissioner Ableman motioned close the public hearing for rezone of property located at approx. 3000 N North Plain City Road from RE-20 to RE-18.5. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Discussion/Motion: for rezone of property located approx. 3000 N North Plain City Road from RE-20 to RE-18.5 Parcel 190220001 (Jason Green)

Jason stated he wanted to change it from RE-20 to RE-18.5 as per the general plan.

**Commissioner Ableman motioned to recommend to city council approval for the rezone of property located at approx. 3000 N North Plain City Road from RE-20 to RE-18.5 Parcel 190220001. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Discussion/Motion: Set public hearing for March 26, 2026 for rezone of property approx. 2500 N 5100 W parcel 190340001 from AG to RE-18.5 (Western Basin Land & Livestock) David Pitcher

**Commissioner Skeen motioned to set a public hearing for March 26, 2026 for rezone of property approx. 2500 N 5100 W from A-2 to RE-18.5. Commissioner Ableman seconded the motion. Commissioners Ortega, Ableman, Neil, Skeen and Chairman Maw voted aye. The motion carried.**

Discussion/Motion: Kellys Cove- Conditional Use/Development Agreement (Brian Bingham)

Brian Bingham is here tonight for Kellys Cove, he mentioned they have made the changes planning commission asked for specifically the front driveway setbacks from 20 feet to 25 feet and cut out the existing home from the subdivision, so this has dropped the acreage from 3.56 acres to 3.13 acres and according to the code we have reduced the number of lots to fit. He stated they have amended the conditional use permit and added the open space diagram to the development agreement. Chairman Maw mentioned this is quite a change from the last time. He mentioned a lot of open space, he was wondering if it was just lawn. Brian indicated the green is lawn, he said it was not laid out right now in the development agreement. Chairman Maw asked about 6 lots to the south. Brian indicated they were just lot lines they will not be connected. He did say the green space is landscaped. Chairman Maw thanked Brian for responding to the public comments, he did say he likes this layout better than what he has seen before. Commissioner Ableman stated he is still going to have a hard time approving this based on location and the feedback we got from the residents he doesn't agree on the location. Commissioner Skeen mentioned *10-7-6 Planning Commission Consideration* it goes through about 10 things 1-*Design: The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.* He has said it before and he still holds strong the twin home portion there are six proposed. He mentioned we have maybe five throughout our city with exception of Stillcreek. He would not be in favor of this development with the twin homes and shared wall. The next thing is *Density: The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands, either existing or as indicated on the zoning map or Master Plan as being a desirable future residential density.* The 2250 road that goes down from this property is currently A-2 and RE-20 zones as far as density goes and fitting into the existing area it does not fit in his opinion. The third thing is *Open Space And Amenities: The value to the community of the open space to be preserved and the amount and quality of the open space and amenities.* He doesn't feel like the open space is quality a lot of it is narrow strips behind the twin and single-family homes, he did say there is a small pocket on the west side of this and there is a gazebo and barbeque grill but that is the only large open space to the community, he indicated it does not look like there is a piece on the east side but he

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mentioned it did not look like it was readily accessible. In his opinion it is not quality open space to the public. He did say it is isolated and not readily available to sidewalks and walking trails. He feels senior housing should have amenities close by and he doesn't feel that this one does. For the reasons stated above Commissioner Skeen is not in favor of the conditional use for the senior overlay in this location. Commissioner McBride had some similar questions about connectivity and sidewalks and if they had any recommendations on how they would fix that. The open space does seem a bit small. Jake is the applicant for this project and he would like to address some of the concerns that were brought up. He appreciates the thought-out review and opinions shared, he understands the context and backing behind those thoughts but they are opinions. He indicated we have met the constraints and the requirements and all of the conditional items proposed in our senior housing overlay code. He stated they are 4 ½ months into this process, he stated we just heard an applicant that wants to do a shooting range with a conditional use in an agricultural zone and you want to put them on a special meeting with a special time lines. He stated he doesn't understand how they hate twin homes for senior elderly people so bad that you are trying to find ways to not to allow us to proceed. He indicated they have met all the conditions in the code. He said we could look to our attorney and ask him if they have met all the conditions, he indicated he would say yes. He did say they will pursue legal action if they cannot find a way to proceed with this great community development. He did say just because you don't like attached homes does not mean we can't follow and adhere to your requirements. Chairman Maw stated he does not believe that is what was said. Jake is wondering are their conditions that we do not meet that we can meet and adhere to. Commissioner Skeen mentioned he just read out the things he felt were not in compliance with the ordinance as it reads. He stated he read it right out of the ordinance. He mentioned if you want to come back with remedies to all of those concerns, he stated this was just him talking not ever body else it is just his opinion on the matter according to the ordinance. He stated if you can come back with remedies to those conditions, he may feel different but he hasn't heard any remedies to those conditions. Brian would like to clarify the process he gave an **example-** you don't feel like the twin homes fit with the design of the neighborhood. Commissioner Skeen read the ordinance *The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.* Brian asked the condition you would impose would be that we do not have twin homes he asked if this was correct. Commissioner Skeen said yes. Jake wanted to clarify a twin home is a single-family home. Commissioner Skeen did say it is a single-family home with a shared wall. Brian mentioned the other concern is you this road is a gateway to A-2 and this density doesn't fit. He asked if there was a conditional density that they would allow. Commissioner Skeen indicated he would allow what it is zoned now or what the future land use maps shows for that area. Commissioner Ableman doesn't feel that taking a 3-acre piece of property surrounded by homes that are already there and saying we are going to do a senior housing overlay just so we can maximize the amount of roof tops, he doesn't feel it is a great idea for this area. He did say we do have senior housing in the city and he feels the locations are great for the location they are at, but he doesn't feel this location is an ideal location for a senior housing overlay. Brian mentioned the highest single-family density is RE-15 so throughout Plain City wherever you allow a senior housing overlay will be surrounded by this density. Commissioner Ableman mentioned the senior overlay that is in the center of town and it is surrounded by roads, not in people's backyards. He feels he as a commissioner needs to do what is best for the residents, by them expressing their opinions at a public hearing it tells him how they feel about it. Brian asked so the most density you would allow is RE-15. Commissioner Ableman reiterated he thinks this is a horrible location and he said you guys have continued to push the issue, he stated he has been against this development since day one and will continue to be against it on the basis of location and what it provides for the city. He feels when he reads the purpose and intent of the ordinance he feels like

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his recommendation of denial falls under that ordinance. Commissioner Skeen did say the future land use is RE-18.5. Brian mentioned the next issue was not quality open space, he would like commissioners to be more specific. Commissioner Skeen does not know what the specifics are but he gave a few **examples-** overlay in town square there are commercial amenities right there and parks and sidewalks, they are connected to the whole area they can use the parks across the street. We mentioned another one that is going in that will be close to a health center with miles of sidewalk and connectivity. Brian indicated it is not so much the open space of the development it is more the connectivity to the city infrastructure and roads. Commissioner Skeen said some of that, he did mention another one with a clubhouse and pickleball courts sidewalks and walking paths makes sense for the community. He feels we are trying to find open space to meet the ordinance not quality open space that has a beneficial use to the community like the ordinance asks for. Commissioner Ableman agreed with Commissioner Skeen. Commissioner Skeen said he senses their frustration but since day one he has been consistent since day one he has tried to show how it related to the ordinance. He did say we are making all of our motions off of opinions but the opinions are based on the fact that we are the land use authority of the city that we represent the people of Plain City. Jake did apologize for getting a little feisty. Brian stated from his side they are business men who want to create a great product not just maximize our profits and they have been trying to incorporate the commissioners feedback to the extent that they can. He did say it sounds like we are reaching an impasse where we fill this would be a good added benefit to the community but we will take your conditions and talk it over and see if there are any changes we can make to this project and make them fit with those conditions.

**Commissioner Ableman motioned to recommend denial to City Council for Kellys Cove- Conditional Use/Development Agreement based on his concern on location and Commissioner Skeens concerns on the ordinance design density and open space. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Discussion/Motion: Set public hearing On March 26, 2026 for a conditional use at 3650 W North Plain City Road, The Church of Jesus Christ of Latter-Day Saints (Mike Davey)

**Commissioner Ableman motioned to set a public hearing for March 26, 2026 for a conditional use at 3650 W North Plain City Road, The Church of Jesus Christ of Latter-Day Saints. Commissioner Skeen seconded the motion. Commissioners Ableman, Skeen and Chairman Maw voted aye. Commissioner McBride recused himself. The motion carried.**

8. Administrative Items:

Discussion/Motion: New Site Plan for Brynlee Acres Community Clubhouse approx. 3410 W 2900 N (Jon Southern)

Jon Southern is here representing Hamilt Homes they are seeking approval for the Brynlee Acres clubhouse. Commissioner Skeen would like a brief description of the clubhouse. Jon stated the clubhouse is designed to be a public gathering area for the home owners in Brynlee Acres, there are 41 homeowners single level slab on grade 1500 square feet so the clubhouse is just somewhere they can bring the children and grandchildren for large gatherings also designed with a park area and pickle ball court. The clubhouse is about 1100 square feet with kitchenette and restrooms. It will match closely with the homes. Commissioner McBride wanted to know if the sidewalks on the site plan are connected to the other parts of the property. Jon did say all sidewalks connect.

Plain City Commission  
Minutes of Meeting  
March 3, 2026

**Commissioner McBride motioned to approve the site plan for Brynlee Acres Community Clubhouse approx. 3410 W 2900 N. Commissioner Skeen seconded the motion. Commissioners McBride Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Jon asked if they considered fiber cement siding as masonry. Chairman Maw stated he would not consider that brick.

Discussion/Motion: Lot Line Adjustment approx. 3020 W 1900 N (Kyle & Phillip Reese)

Phillip is requesting a lot line on his family's property to shrink one of the lots because of water issues.

**Commissioner Skeen motioned approve the lot line adjustment approx. 3020 W 1900 N Commissioner seconded Ableman seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.**

Discussion/Motion: Lot Line Adjustment approx. 2500 N 5100 W Parcel 190340001 (Western Basin Land & Livestock) David Pitcher

David asked if anyone had any questions. Commissioner McBride wanted to know if it is close to the shooting range. David indicated they are further south of that. Dan wanted to know if it will interfere with the 66 foot right of way. David said when they put this in it will be on the north side of the road. Dan stated it goes east and west.

**Commissioner Ableman motioned to approve the lot line adjustment approx. 2500 N 5100 W Parcel 190340001. Commissioner McBride seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried**

Report from City Council: Commissioner Ableman

Commissioner Ableman city council talked about the general plan contract, approved the bid for the conference room and gave conditional final acceptance of West Park Phase 2 and Panunzio Phase 2. Final acceptance of Panunzio Phase 1 and final acceptance of Stillcreek Village detention pond park, Final acceptance of River Crossing Phase 3. Also talked about the general plan meeting on March 12 and for planning to look into the DADU ordinance.

10. Commission Comments:

Commissioner Abelman thinks we need to look into the roads on our future land use map and make them clearer. Commissioner Skeen mentioned there have been a few people over by the four way stop sign by the elementary sitting at the corner panhandling. He is wondering if we should have designated areas for panhandlers to do this in, maybe not by a school. Chairman Maw feels the two we need to take care of are the senior housing overlay and the DADU then maybe we can look at other things.

11. Adjournment

**Commissioner Ableman moved to adjourn the meeting at 9:04pm. Commissioner Skeen seconded the motion. Vote: Commissioners McBride, Skeen, Ableman and Chairman Maw voted aye. Motion carried.**

City Council Meeting: March 5-Chairman Maw

Plain City Commission  
 Minutes of Meeting  
 March 3, 2026

2026					
MAW	NEIL	ABLEMAN	ORTEGA	SKEEN	MCBRIDE
MAR 5	APRIL 2	FEB 19	MAR 19	JAN 1 canceled	JAN 15
MAY 7	JUNE 18	JUNE 4	JULY 2	FEB 5 Ortega	APRIL 16
AUG 6	SEPT 17	SEPT 3	OCT 1	MAY 21	JULY 16
NOV 5	DEC 17	DEC 3	NOV 19	AUG 20	OCT 15

**If you are unable to attend on your assigned night, please make sure someone goes in your place**

\_\_\_\_\_  
 Planning Commission Chair

\_\_\_\_\_  
 Planning Commission Secretary

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-20 ZONE TO AN RE-18.5 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 3000 W NORTH PLAIN CITY ROAD

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:

**Parcel Number - 19-022-0001 (description per Weber County Parcel Search)**

PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 88D43' WEST ALONG THE SECTION LINE 434.56 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, AND RUNNING THENCE SOUTH 11D46' EAST 642.86 FEET TO THE CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 86D53' WEST 57.35 FEET ALONG SAID CORPORATE LIMITS LINE, THENCE SOUTH 30D12' WEST 170.09 FEET ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 88D43' WEST 269.91 FEET AND SOUTH 18D17' EAST 823.00 FEET FROM THE PLACE OF BEGINNING, THENCE NORTH 18D17' WEST 823.00 FEET TO SECTION LINE, THENCE SOUTH 88D43' EAST 269.91 FEET TO BEGINNING.

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

Passed and ordered posted this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Phil Meyer

ATTEST:

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

## NOTICE OF DECISION

**Plain City, Weber County, Utah**

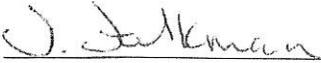
On March 3, 2026 the Plain City Planning Commission recommends

Approval, [ ] \*Approval with condition(s), [ ] Disapproval, [ ] Tabled [ ] Denied  
of an application for rezone property at approx. 3000 N North Plain City Road from  
RE-20 to RE-18.5 parcel 190220001

received from (Applicant): Jason Green

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:

Commissioner Ableman motioned to recommend to city council approval for the  
rezone of property located at approx. 3000 N North Plain City Road from RE-20 to  
RE-18.5 Parcel 190220001. Commissioner Skeen seconded the motion.  
Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion  
carried.

**Zoning Amendment Application**

Location of Property North plain city road

Land Serial Number(s) 190220001

Request from Zone RE 18.5-20 to Zone RE 15 18.5

FEE: \$200.00 Date paid 12-28-05 Receipt # 2038807

\*Property Owner Andrew Greenwood

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_ Zip \_\_\_\_\_

Developer/Agent Thomas Lee and Jason Green

Phone 801-829-8880 Fax \_\_\_\_\_

Mailing Address 2992 w 1400 s Zip 84401

E-Mail Address greenbeltcontractors@gmail.com

LEGAL DESCRIPTION: Please Attach  
TOTAL AREA — Acres or Square Feet: 3.56 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)

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH )  
 )SS  
COUNTY OF WEBER )

*see copy next page*

I (\_\_\_\_\_, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

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

\_\_\_\_\_  
(Notary)  
Residing in Weber County, Utah

My commission expires: \_\_\_\_\_

AGENT AUTHORIZATION

I (we), \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) \_\_\_\_\_ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Agent)

\_\_\_\_\_  
(Property Owner)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
(Notary)  
Residing in Weber County, Utah

My commission expires: \_\_\_\_\_

Andrew James Greenwood  
182 S Highway 89  
North Salt Lake, UT 84054

To Whom it may concern:

Jason Greene and Thomas Lee have permission to take the below referenced property through zoning change with Plain City.

Serial No. 19-022-0001

PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 88D43' WEST ALONG THE SECTION LINE 434.56 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, AND RUNNING THENCE SOUTH 11D46' EAST 642.86 FEET TO THE CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 86D53' WEST 57.35 FEET ALONG SAID CORPORATE LIMITS LINE, THENCE SOUTH 30D12' WEST 170.09 FEET ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 88D43' WEST 269.91 FEET AND SOUTH 18D17' EAST 823.00 FEET FROM THE PLACE OF BEGINNING, THENCE NORTH 18D17' WEST 823.00 FEET TO SECTION LINE, THENCE SOUTH 88D43' EAST 269.91 FEET TO BEGINNING.

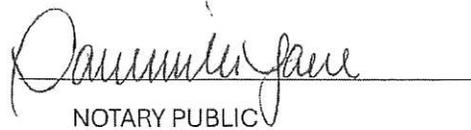
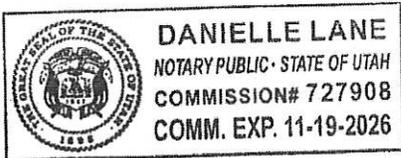
STATE OF UTAH

)  
) ss  
COUNTY OF DAVIS )



Andrew James Greenwood

On the 21<sup>st</sup> day of February, 2026, personally appeared before me, Andrew James Greenwood, the signer of the within instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC



1 NORTH ROCKWOOD RD

AS10C

DATE

10/30/2025

NO. OF SHEETS

10/30/2025

NO. OF SHEETS

10/30/2025

STAMP

**GREEN SPRINGS DEVELOPMENT**  
PLAIN CITY, UT



**Tammy Folkman**

---

**From:** GreenBelt Contractors <greenbeltcontractors@gmail.com>  
**Sent:** Wednesday, February 11, 2026 9:58 AM  
**To:** Tammy Folkman  
**Subject:** Plain city llc project

Tammy,

I give you permission to change my application from re20 to 18.5



# Plain City

## Future Land Use

8/30/2018

--- Plain City Boundary

--- Study Area Boundary

E Equestrian

X Critical and Sensitive Lands

Green Parks, Recreation, and Open Space

Light Green Open Space, Agriculture, and Low Density Residential

Yellow Low Density Residential

Light Orange Medium Density Residential 1

Orange Medium Density Residential 2

Dark Orange Medium Density Residential 3

Red High Density Residential

Dark Grey Commercial

Light Grey Industrial

Blue City Center

Light Blue Municipal, Schools, and Churches

Red Principal Arterial

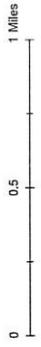
Green Minor Arterial

Blue Collector

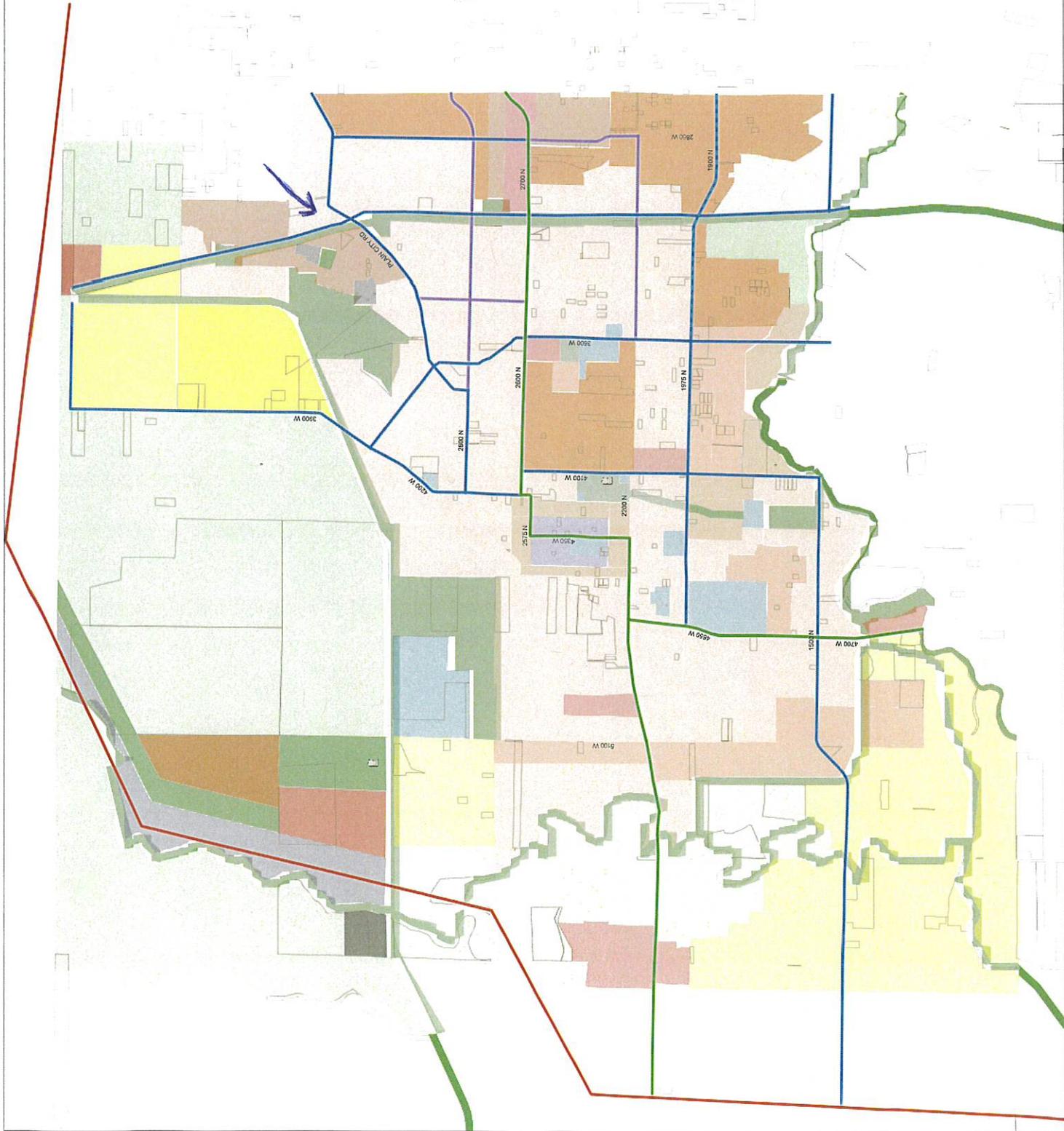
Purple Local

Blue HF Bus (Transit)

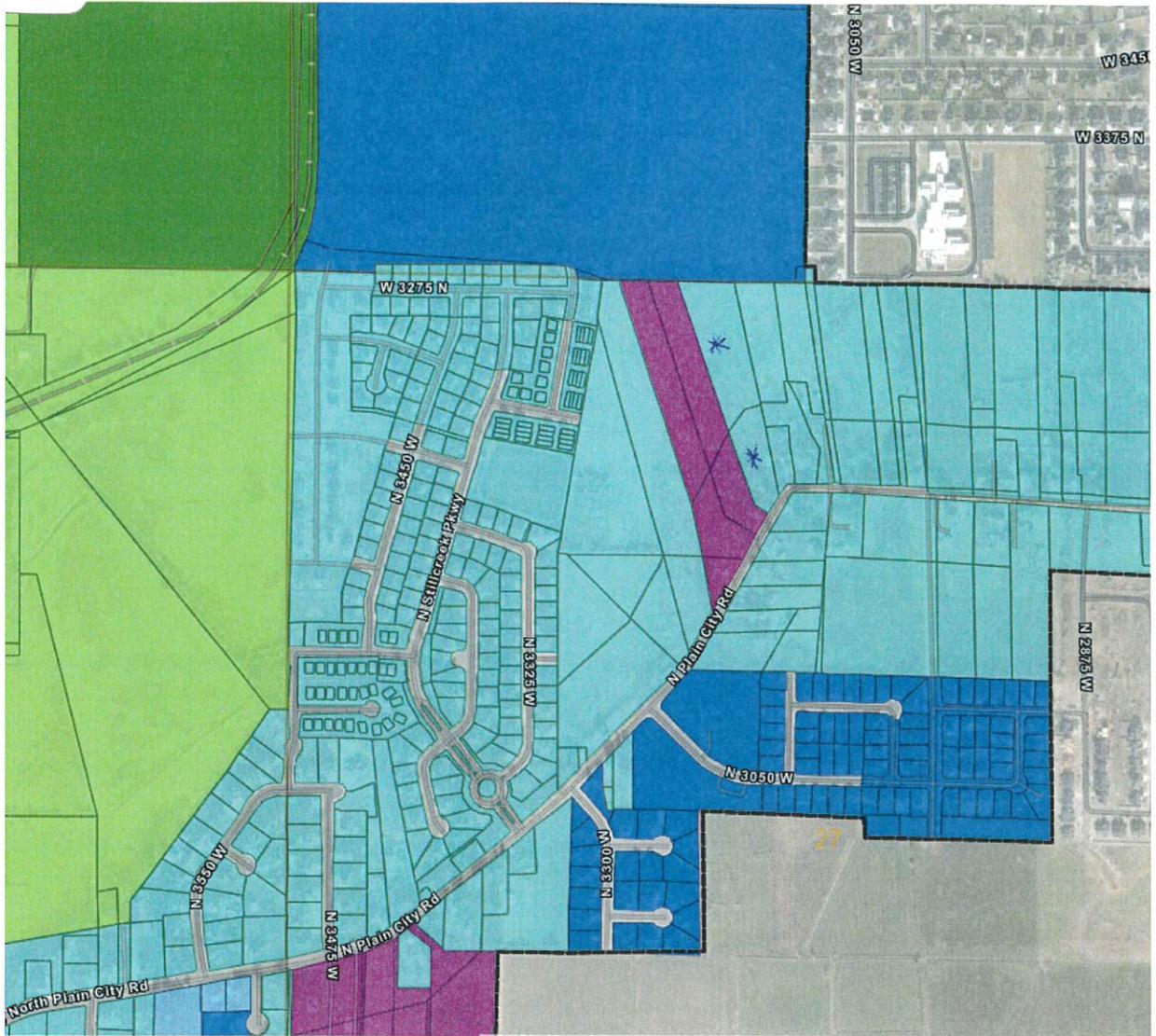
*18.5 or greater*



This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of JUB Engineering, Inc. and shall remain the property of JUB Engineering, Inc. for any other project without the express written authorization of JUB Engineering, Inc.



# zoning map



\* Property in question  
purple RE 18.5  
light blue RE-20  
dark blue RE-15

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY AGRICULTURAL PROPERTY FROM AN A-1/A-2 ZONE TO A COMMERCIAL C-3 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY BETWEEN 4700 – 5100 W AND 2700 -3100 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 C-3:

**Parcel Number – 19-027-0007 (description per Weber County Parcel Search)**

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 330 FEET; THENCE NORTH 560 FEET; THENCE EAST 850 FEET; THENCE NORTH 1300 FEET; THENCE WEST 2050 FEET; THENCE SOUTH 1200 FEET; THENCE WEST 450 FEET; THENCE NORTH 1220 FEET; THENCE EAST 2640 FEET; THENCE SOUTH 2540 FEET TO BEGINNING. CONTAINING 50.51 ACRES, M/L.

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

Passed and ordered posted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Phil Meyer

ATTEST:

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

## NOTICE OF DECISION

Plain City, Weber County, Utah

On March 3, 2026 the Plain City Planning Commission recommends

Approval,  \*Approval with condition(s),  Disapproval,  Tabled  Denied  
of an application for rezone property located at approx. 4700-5100 W 2700-3100 N from  
A-2 to C-3 Parcel 190270007

received from (Applicant): Jarod Yates (Western Basin Land and Livestock)

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:

Commissioner Ableman motioned to recommend to city council denial of the rezone for property located at approx. 4700-5100 W 2700-3100 N from A-2 to C-3 Parcel 190270007 based on the need to look into allowing shooting ranges in our A-2 and A-1 zones. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.

**Zoning Amendment Application**

Location of Property 4700-5100 W. 2700-3100 N, Plain City

Land Serial Number(s) 190270007

Request from Zone A-2 to Zone C-3

**FEE: \$200.00**      Date paid 1-21-24      Receipt # 2038913

\*Property Owner Western Basin Land & Livestock LLC

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address 5238 W 2150 N, Plain City      Zip 84404

Developer/Agent Brady Blackner, Jared Yeates Battle Forged Foundation (BFF) /  
Joshua Yeates, Attorney

Phone 385-319-4275      Fax \_\_\_\_\_      Email brady@uintaprecisiontactical.com

Mailing Address 1309 N 2050 E, Layton      Zip 84040

**LEGAL DESCRIPTION: Please Attach**

TOTAL AREA – Acres or Square Feet: 50.51 acres

At the time of submittal of application, 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?

Attach a list of all adjacent properties within 500 feet. (Parcel #, name, mailing address)

- **Current property owner(s) must sign application (see attached affidavit)**

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH )  
 ) ss  
COUNTY OF WEBER )

I (we), Kami F. Marriott, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

Kami F. Marriott  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this 5th day of January, 2026.



Amy Roskelley  
(Notary)  
Residing in Weber County, Utah

My commission expires: 2-11-2027

AGENT AUTHORIZATION

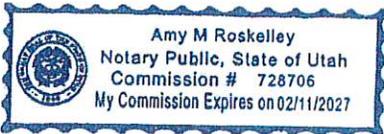
I (we), Kami F. Marriott, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Jared Leves, Brady Bowler or Bette Berged to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]  
(Agent)

Kami F. Marriott  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this 5th day of January, 2026, personally appeared before me Kami F. Marriott, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



Amy Roskelley  
(Notary)  
Residing in Weber County, Utah

My commission expires: 2-11-2027

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH )  
 ) ss  
COUNTY OF WEBER )

I (we), Kami F. Marriott, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

Kami F. Marriott  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this 5th day of January, 2021.



Amy Roskelley  
(Notary)  
Residing in Weber County, Utah

My commission expires: 2-11-2027

AGENT AUTHORIZATION

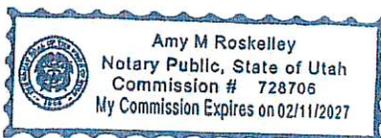
I (we), Kami F. Marriott, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Jared Veates, Brady DeLaur or State Paged to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]  
(Agent)

Kami F. Marriott  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this 5th day of January, 2021, personally appeared before me Kami F. Marriott, the signor(s) of the above agent authorization who duly acknowledged to me that they executed the same.



Amy Roskelley  
(Notary)  
Residing in Weber County, Utah

My commission expires: 2-11-2027



Battle Forged Foundation  
1309 N 2050 E  
Layton, UT 84040

November 7, 2025

Plain City  
4160 W 2200 N  
Plain City, UT 84404

*Re: Zoning Amendment Application - Western Basin Land & Livestock 50.51 Acres*

Dear Members of the Planning Commission,

In response to Battle Forged Foundation's (BFF) proposed use of the subject property for facilities (for training, education, counseling and therapy) and a shooting range, the Planning Commission (PC) recommended updating the conditional use provisions of the C3 zone that recognized a shooting gallery to also include a gun range. The conditional use was adopted by the City Council on October 2, 2025.

Pursuant to the above, BFF is requesting the subject property to be zoned C-3. The designation for Future Land Use is dark green which is "Parks, Recreation, and Open Space". See General Plan, p. 34. The current zoning classification is A-2. The zone classification C-3 allows for the conditional use of the property for BFF's intended purpose and to be used as its headquarters and will be contiguous to the property owned by the City that is zoned C-3. As described in its Articles of Organization, BFF's "programs and services will provide unique and effective support to individuals affected by PTSD, suicidal tendencies, addiction, and other problems stemming from traumatic experiences, including, among other things, therapy from licensed professionals and partnerships for inpatient care. These efforts will be focused on military veterans, first responders and frontline workers but will include and offer its services to other types of traumatic incident survivors".

In order to fulfill this purpose and mission, BFF is acquiring the subject property as a charitable donation from the landowner who desires to support this worthy cause. The land will be used for two small buildings, parking and an outdoor shooting range. These facilities will provide training, education, counseling, therapy and other activities that will not only serve its members, but the community by offering its facilities when able to local law enforcement and other agencies and groups. These facilities and services will be constructed according to industry standards and with the appropriate sound and safety measures and shall be managed and supervised by trained professionals. This use/project serves the goals and policies as expressed in Plain City's General Plan and relevant portions of the General Plan that were considered in the use are included with this letter, which provisions we feel are consistent with the requested use.



Specifically, the facilities and range will serve the Plain City residents because they will be able to patronize the range and the fees and donations will serve charitable purposes and serve the foundation's purposes. The facilities will also be made available to the public to use for various uses. While the requested use will need a commercial designation, it's use is similar and consistent with the general plan's land use designation as a park, recreation and open space and it will have aspects of each of these components. The events and programs will not create a heavy impact on the transportation system and the location is ideal because the City's property adjacent to it is zoned C-3 and the subject location is distant from much of the residential development, but close enough to connect to existing utilities and roads making the project feasible. Other than the City's landfill site mentioned, the remaining surrounding adjacent properties are undeveloped A-2. Public utilities and services are available at 5100 w and 2700 N. The estimated development schedule will depend on the donations that are made to the foundation but are estimated to be approved, designed and constructed by the end of 2028.

BFF looks forward to working with Plain City to achieve this important and key project that will change lives and serve many individuals affected by trauma serving our country and communities, as well the public by outreach to all trauma survivors and making its facilities available to the public.

Sincerely,

Brady Blackner, President  
Battle Forged Foundation



### From the Plain City General Plan

The following are issues to be considered in all land use decisions: p. 4

1. Overall Community Benefit – consider if the action provides an overall benefit to the community, helps to accomplish the goals of the General Plan, and can also be seen in the mutually supportive relationships of growth and development, economic development, housing, open space preservation, etc.
2. Compatibility – consider if the action emphasizes compatibility between the uses of land and represents a concern for the collective interests and rights of individuals to live, work, and enjoy recreation in an environment where the physical components are in harmony with each other.
3. Safety – consider if the action maintains the general health, safety and welfare of the public and is recognized as meeting the purpose and intent of planning.
4. Neighborhood Preservation – consider if the action preserves and protects existing and planned neighborhoods.
5. City Infrastructure – consider if the action preserves and maintains the City’s existing and planned infrastructure or provides improvements and enhanced features. Consider significant natural, historic, and architectural features.

### GOALS & OBJECTIVES

The goals and objectives of this General Plan were developed after discussions with representatives from the Planning Commission, City Council, community members on the Advisory Committee, stakeholders during the work session, and the public during workshops in the Spring.

### OVERALL GOALS p. 5

1. Have the General Plan serve as a guide to all land use and growth decisions, particularly the Future Land Use Map and relevant objectives and actions of this plan.
2. Encourage a reasonable land use balance of the major land use categories of residential, commercial, light industrial and open space within the City.
3. Strive to make the City’s land uses as compatible as possible with other adjacent and/or neighboring land uses in order to minimize the potential adverse effects of adjacent incompatible land uses.
4. Improve the development review process to ensure all development related applications submitted to the City comply with all adopted ordinances, rules, policies, and procedures.
5. Mitigate adverse impacts and promote benefits of annexing property and expanding city limits.
6. Strive to meet the housing needs of current and future residents.
7. Encourage economic development of appropriate scale that will generate tax revenue (to maintain or reduce future tax burden of citizens) and provide jobs.
8. Promote recreation, education, and community activities to enhance quality of life.
9. Plan and develop a cost-effective and safe transportation system that provides an adequate roadway network, potential for future transit options, and bicycle/pedestrian travel.
10. Preserve our History and our Heritage.



#### COMMERCIAL OBJECTIVES p. 6

1. Require appropriate landscaping (in terms of location and amount) in commercial zones to mitigate land use impacts, improve community aesthetics and enhance property values.
2. Provide a definite edge to a development and buffering between types of uses to protect the integrity of each use, e.g., between commercial and residential uses and between types of residential uses.
3. Encourage well designed and attractive commercial/industrial environments at appropriate locations, of appropriate scale, and compatible with adjacent land uses.

#### PUBLIC UTILITIES AND SERVICES OBJECTIVES p. 8

1. Protect water quality in Plain City by requiring and providing sewer services to existing development currently without sewer and new development wherever feasible.
2. Update Master Plans to ensure the community is safe and secure.
3. Improve and maintain a high standard of service for the administration of the affairs of City Hall.
4. Provide police and fire protection, water and sewer services, garbage collection, streets, flood control, snow removal, street lighting, and other services and facilities as needed and desired by the citizens of the City.
5. Ensure and support adequate public educational programs and an adequate number of schools within reasonable traveling distance for the City's residents.
6. Provide for the safety of everyone in the City by preventing, or adequately responding to, public safety emergencies resulting from both man-made and natural disasters.

p. 12

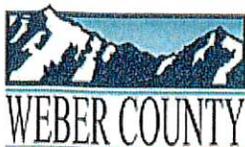
More trails and bike paths 23%

More parks, ball fields and places for recreation 19%

#### COMMERCIAL ACTION PLAN p. 23

Action: Clarify the purpose and intent of the transitional commercial zone in the Plain City Code: that industrial land uses may be adjacent residential uses when the use is high density residential and appropriate design mitigation measures are in place to reduce impacts and protect residents and/or when residential uses are separated by a buffer of open space and/or general commercial uses. High density residential uses may provide housing for employees of manufacturing and similar industrial uses and may be compatible provided the appropriate mitigations are in place.

Action: Prepare standards for high density residential in commercial zones that are consistent with the goals and objectives to provide adequate housing for all residents of Plain City and consistent with the design standards within those zones.



Ownership Info for 190270007 as of Nov-07-2025 12:36:32am

Property Owner as of Nov-07-2025 12:36:32am

Property Address

WESTERN BASIN LAND & LIVESTOCK  
LLC

Mailing Address

WESTERN BASIN LAND & LIVESTOCK  
LLC  
5238 W 2150 N  
PLAIN CITY UT  
844049700

Parcel Number: 190270007  
Tax Area: 435

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
2437589			October 02, 2009

Kind of Instrument SP WARRANTY DEED

Prior Parcels

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH,  
RANGE 2 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION;  
RUNNING THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE  
EAST 330 FEET; THENCE NORTH 560 FEET; THENCE EAST 850 FEET;  
THENCE NORTH 1300 FEET; THENCE WEST 2050 FEET; THENCE SOUTH  
1200 FEET; THENCE WEST 450 FEET; THENCE NORTH 1220 FEET;  
THENCE EAST 2640 FEET; THENCE SOUTH 2540 FEET TO BEGINNING.  
CONTAINING 50.51 ACRES, M/L.

# PLAIN CITY SHOOTING AREA

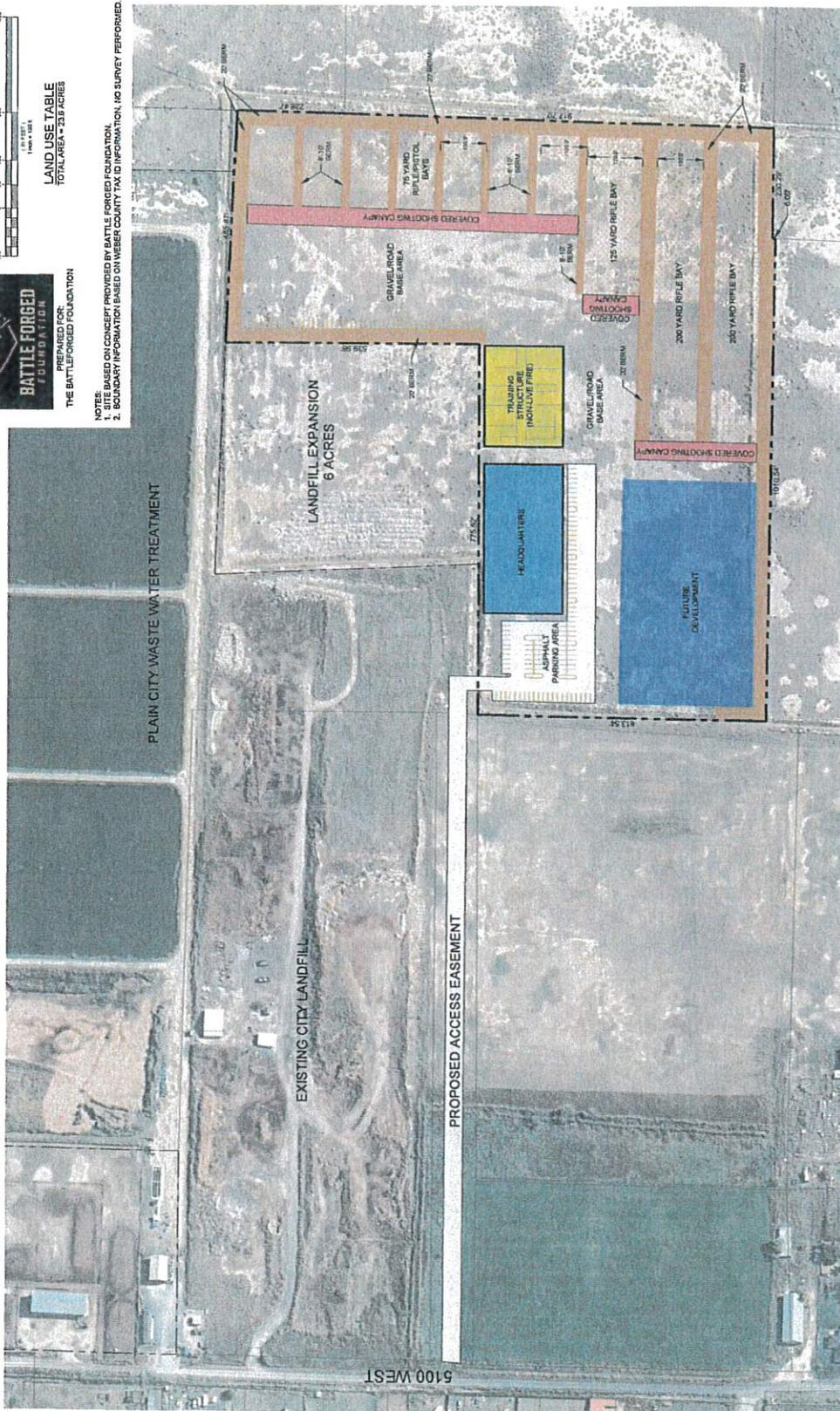
## SCHEMATIC PLAN



PREPARED FOR:  
THE BATTLEFORGED FOUNDATION

NOTES:  
1. SITE BASED ON CONCEPT PROVIDED BY BATTLE FORGED FOUNDATION.  
2. BOUNDARY INFORMATION BASED ON WEBER COUNTY TAX ID INFORMATION. NO SURVEY PERFORMED.

LAND USE TABLE  
TOTAL AREA = 23.6 ACRES



### PLAIN CITY SHOOTING AREA

SCHEMATIC PLAN

PLAIN CITY, WEBER COUNTY, UTAH

DATE: 10/15/2024  
CHECKED: [Signature]  
DATE: [Signature]



DESIGN: [Signature]  
CHECKED: [Signature]  
DATE: [Signature]

SHEET: C1

SECTION 29, T.7N., R.2W., S.L.B. & M.

IN PLAIN CITY & WEBER COUNTY

TAXING UNIT: 21, 434, 435

SCALE 1" = 400'

SEE PAGE 8

PLEASANT PLAINS RANCH INC  
190270006  
318.20 AC±  
TU 435

SEE PAGE 26

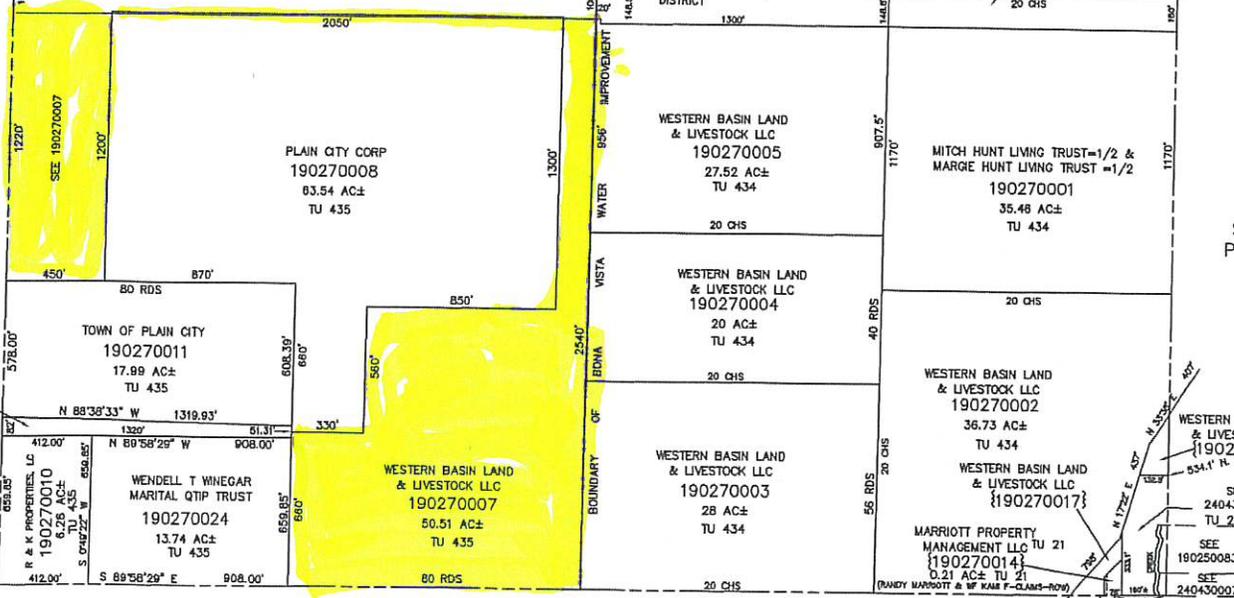
SEE PAGE 28

WEBER COUNTY CORP  
{190270020}  
TU 435

WEBER COUNTY CORP  
{190270019}  
TU 434

WEBER COUNTY CORP  
{190270021}  
TU 434

WEBER COUNTY CORP  
{190270018}  
TU 435



SEE PAGE 25

WENDELL T WINEGAR  
MARITAL QTP TRUST  
{190270026}  
TU 435

TOWN OF PLAIN CITY  
190270011  
17.99 AC±  
TU 435

WENDELL T WINEGAR  
MARITAL QTP TRUST  
190270024  
13.74 AC±  
TU 435

WESTERN BASIN LAND  
& LIVESTOCK LLC  
190270007  
50.51 AC±  
TU 435

WESTERN BASIN LAND  
& LIVESTOCK LLC  
190270003  
28 AC±  
TU 434

WESTERN BASIN LAND  
& LIVESTOCK LLC  
190270002  
36.73 AC±  
TU 434

WESTERN BASIN LAND  
& LIVESTOCK LLC  
{190270017}

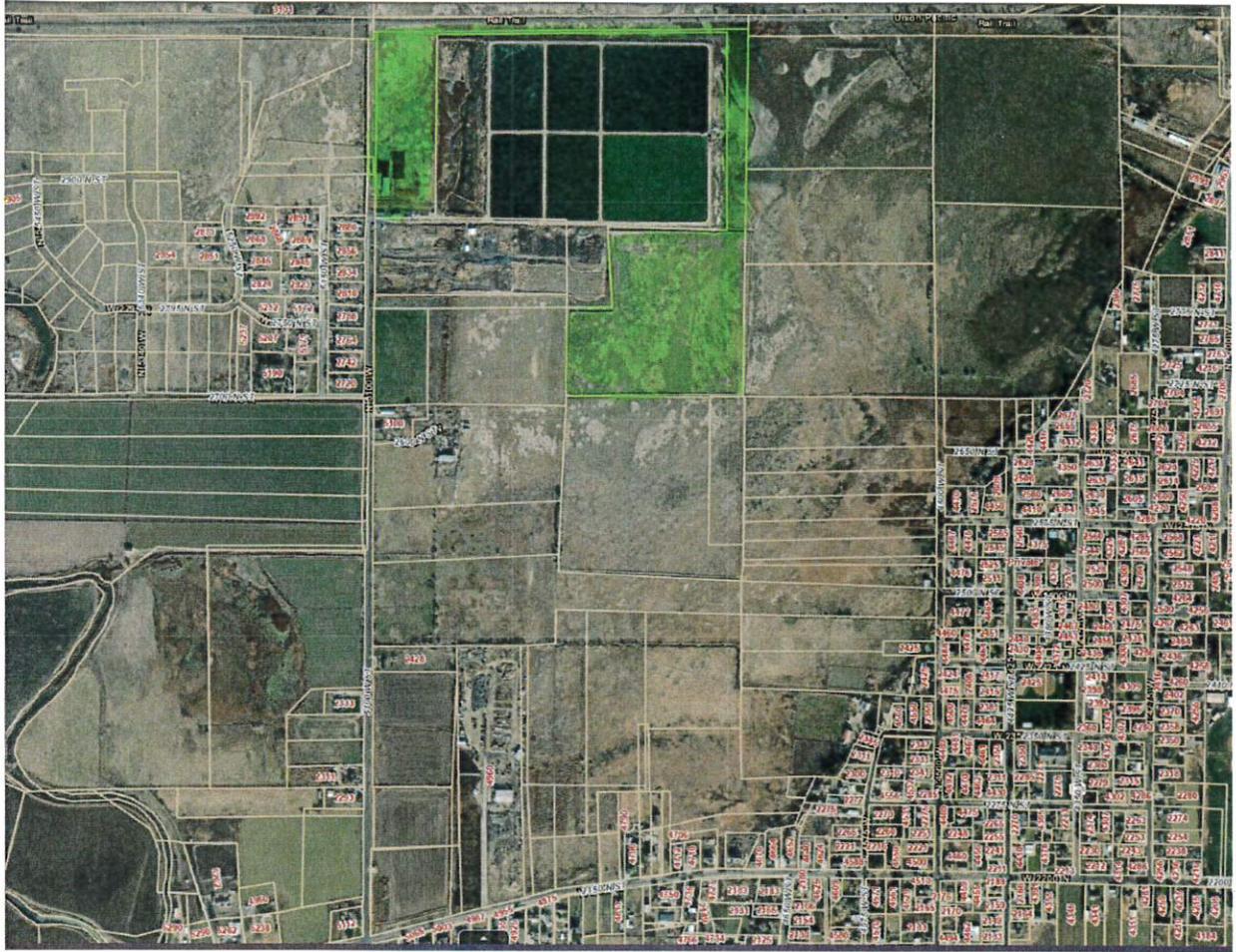
MARRIOTT PROPERTY  
MANAGEMENT LLC TU 21  
{190270014}  
0.21 AC± TU 21

WESTERN BASIN LAND  
& LIVESTOCK LLC  
{190270016}  
TU 21

SEE 240430009  
TU 21 - 19 RDS N.  
SEE 190250083  
SEE 240430007

N.W. COR. OF LOT 3  
BLK 19, PLAT A,  
PLAIN CITY SURVEY

# Geo Gizmo



# Plain City

## Future Land Use

8/30/2018

Plain City Boundary

Study Area Boundary

Equestrian

Critical and Sensitive Lands

Parks, Recreation, and Open Space

Open Space, Agriculture, and Low Density Residential

Low Density Residential

Medium Density Residential 1

Medium Density Residential 2

Medium Density Residential 3

High Density Residential

Commercial

Industrial

City Center

Municipal, Schools, and Churches

Principal Arterial

Minor Arterial

Collector

Local

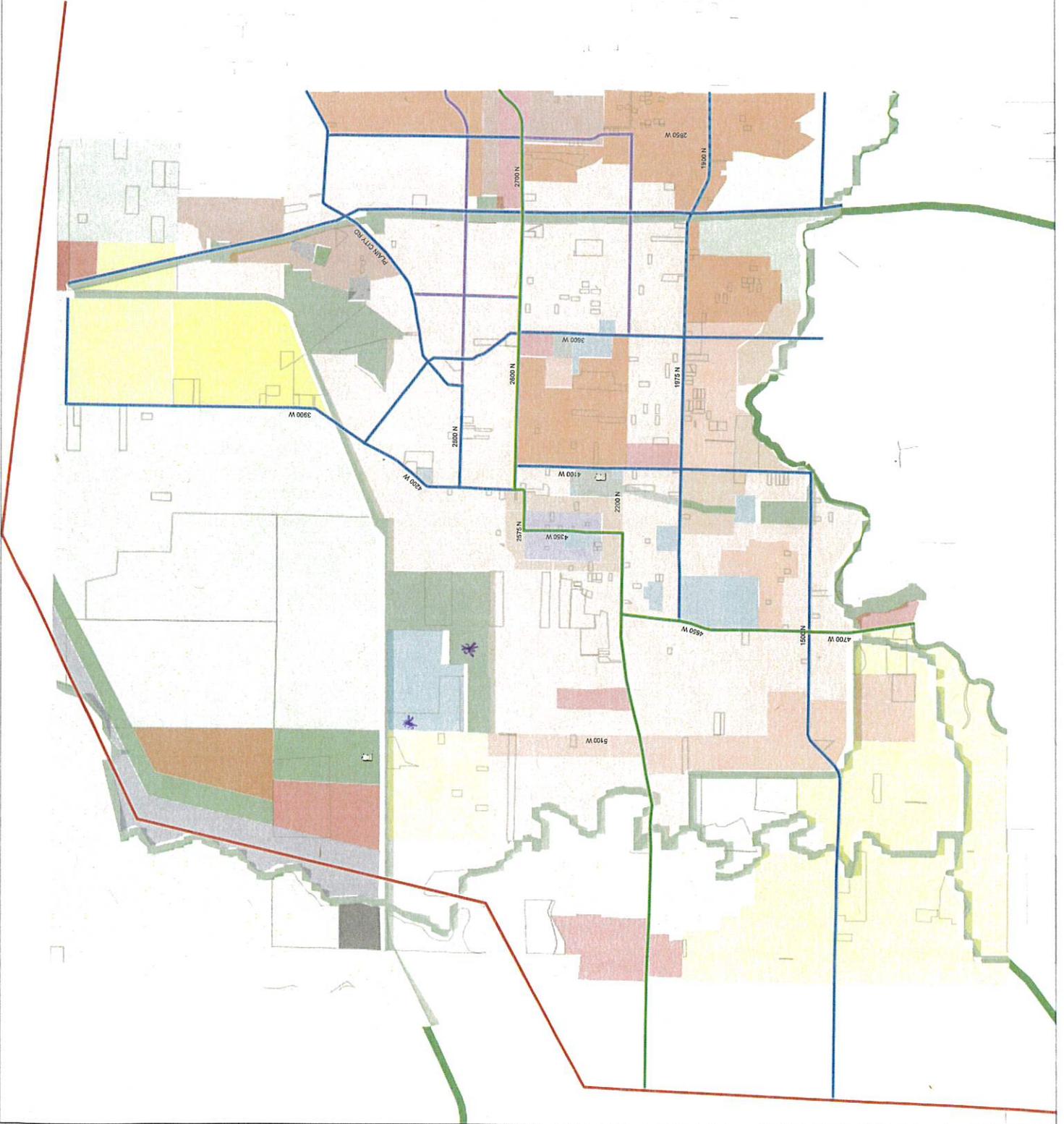
HF Bus (Transit)

This document and the ideas and designs incorporated herein are the property of JUB Engineers, Inc. and are not to be used, in whole or part, for any other project without the express written authorization of JUB Engineers, Inc.

0 0.5 1 Miles



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## NOTICE OF DECISION

**Plain City, Weber County, Utah**

On March 3, 2026 the Plain City Planning Commission recommends

[ ] Approval, [ ] \*Approval with condition(s), [ ] Disapproval, [ ] Tabled [X] Denied  
of an application for Kellys Cove -Conditional Use/Development Agreement

received from (Applicant): Brian Bingham

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:

Commissioner Ableman motioned to recommend denial to City Council for Kellys Cove- Conditional Use/Development Agreement based on his concern on location and Commissioner Skeens concerns on the ordinance design density and open space. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen and Chairman Maw voted aye. The motion carried.

## Tammy Folkman

---

**From:** Brian Bingham <brian@propertiesforhope.com>  
**Sent:** Thursday, February 19, 2026 6:17 PM  
**To:** jmaw@ffkr.com; Tammy Folkman; Jake Hone; brandanq@plaincityutah.gov  
**Subject:** Re: Preparation for 2/26 Planning Commission meeting  
**Attachments:** Kelly's Cove Conditional Use Permit Application revised 2-19-26.pdf

Hi Tammy,

Please see our revised application with the requested adjustments made as noted from my previous email. Of note, you will see that we have removed the existing home and its associated land from our subdivision request. With this removal, we have also decreased our lot density from 20 units to 18 units, which you will see in the site plan (Pg 1, Exhibit B). Additionally, our total and percentage of greenspace has increased as a consequence, which you will notice in page 2 of Exhibit B. Finally, we adjusted the front driveway setbacks to 25" as requested. We look forward to speaking with you next week. In the meantime, if you have any further guidance for this coming Thursday's meeting, we'd greatly appreciate it.

Thank you!

Brian and Jake

On Tue, Feb 17, 2026 at 11:20 AM Brian Bingham <[brian@propertiesforhope.com](mailto:brian@propertiesforhope.com)> wrote:  
Hi Jared,

I'm writing at Tammy's recommendation to make sure that Jake and I are best able to provide the Planning Commission with the information you all have requested of us for the upcoming 2/26 meeting. According to my notes from the 2/12 meeting, the planning commission requested us to do the following:

1. Revise the Development Agreement to parcel out the existing house at 2131 N 4650 W from the SHO request since it cannot meet the architectural standards of the SHO.
2. Increase setbacks from 20' to 25'
3. On site plan, include our open space calculations in terms of square footage and percentage of total land to show that we are meeting the open space requirements and to color code the open space on the site map.

Our understanding from the 2/12 meeting is that the Planning Commission will review these edits and vote whether to recommend city council approval, apply conditions, or find that there are deleterious impacts that cannot be reasonably mitigated. In anticipation of your review at the 2/26 meeting, could you please verify whether our understanding of the process is correct and if we should anticipate any other specific impacts or conditions, vis-a-vis Plain City Code 10-7-4, 5, and 6?

Thank you,

Brian Bingham



PLAIN CITY CORPORATION

CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S NAME: Properties for Hope, LLC DATE SUBMITTED 11/5/25 Amended 2/19/26

ADDRESS 1366 N 1250 E Lehi STATE: UT ZIP: 84043

PHONE NO 8608369743 EMAIL brian@propertiesforhope.com

ADDRESS OF SITE BEING CONSIDERED: 2131 N 4650 W Plain City; 2183 N 4650 W Plain City

TAX ID NUMBER OF PARCELS BEING CONSIDERED: 190330040, 1903300521, 90330048, 190330005, 190330004,

FEE: \$200.00

Date Paid Parcel Receipt No. \_\_\_\_\_

Application is hereby made to the Planning Commission requesting that the following land use: Residential Senior Housing be approved as a "conditional Use" on 3.13 acres in Zone: SHO in accordance with the attached site plan.

Please Complete the Following:

- 1. Please state in detail what is intended to be done on or with the property. Include a site plan as required in the Plain City Ordinance.

See attached Land Use document and Exhibit B of Development Agreement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

See attached Land Use document

\_\_\_\_\_

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

See attached Land Use document

\_\_\_\_\_

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



parking, building design and location, and landscaping?

See attached Land Use document

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

See attached Land Use document

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

Name	Address
See previously submitted list	
_____	_____
_____	_____
Date	Signature of Applicant

I authorize \_Properties for Hope, LLC and Grow Development, LLC to act as my agent in all matters relating to this application.

Owner of Property

\*\*\*\*\*

FOR OFFICE USE

Approved/Denied

Date \_\_\_\_\_ Permit #: \_\_\_\_\_

Conditions:



**1. Please state in detail what is intended to be done on or with the property. Include a site plan as required in the Plain City Ordinance.**

Current Land Use: Currently, the parcels listed in Table 1 below are zoned RE-15 and RE-20. 2131 N and 2149 N have a single family home on approximately 0.5 acres with a former horse pasture to the west and north that is approximately 2 acres in size. The home is currently being used as a primary residence + ADU with 2 rental units, one is the primary structure and the other in an ADU above the garage. The field to the west is fenced but has been left fallow and in disuse. The parcel at address 2183 N is an unimproved 1.13 acre lot that is currently being used by the owner to park old trucking equipment from his previous business.

Table 1: Property addresses and parcel numbers that will be purchased, rezoned, and entitled to form Kelly's Cove Subdivision

Address	Parcel numbers
2131 N 4560 W	190330048 (western 0.81 acre), 190330005, 190330004
2149 N 4650 W	190330040
2183 N 4560 W	190330052 (western .95 acre)

Land size: The new subdivision will be composed of 3.13 acres. It includes all the parcels 190330005, 190330004, and 190330040; the western 0.8 ac of parcel 190330048; and the western most 0.95 acres of the 190330052 parcel. The remaining 0.43 acres of parcel 190330048, inclusive of the existing house, will be outside of the subdivision and maintain it's existing RE-15 zone.

Proposed Land Use: The new subdivision will have a Senior Housing Overlay (SHO) applied and subdivided into 18 lots, in accordance with the maximum density limits of the SHO which allows for 6 units per acre. 6 single and 12 twin homes will be built on the 18 lots. A private drive will be built from 2150 N st and will extend south through what is now parcel 190330052, into the existing field at which point it will create a "T" intersection with a private drive extending east and west within the subdivision. The existing house and driveway on 2131 N 4650 W will maintain its current zone and use. The new units will be built in place and connected to the new water and sewer lines. Consistent with the SHO, there will be a minimum of 15% greenspace with the current plan exceeding that with 42% greenspace. Water, sewer, storm, and power lines will be buried under the private drive and will connect to public infrastructure running on 2150 N st.

Site Plan and requirements from city code 10-7-5:

- 1. Development density, coverage, and open space characteristics-** See Site Plan (exhibit B of attached Development Agreement)



2. **Vehicular and pedestrian circulation including trail systems, parking, and public uses.** See Site Plan (exhibit B of attached Development Agreement)
3. **A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.** All new homes will be main floor centered, slab on grade construction built according to Universal Design principles outlined in 10-7-4 (K). It is anticipated that 12 new homes will be of the twin home variety, sharing a garage wall to afford extra privacy. The other 6 new homes will be single family detached homes. See Exhibit D of attached Development Agreement for demonstrative floorplans. Specific dimensions and details of these are subject to change as we go through platting and final architectural design. However, they are informative as to the general ideas we are proposing. Materials, diversity of design, and construction will follow the guidelines noted in city code 10-7-4(J,K).
4. **Conceptual landscape plan, fencing, and screening.** See Site Plan (exhibit B of Development Agreement)
5. **Conceptual grading and drainage.** See Site Plan (exhibit B of Development Agreement) noting a stormwater retention area in the SW corner of the development. A refined grading and drainage plan will be developed in consultation with city engineers during the preliminary platting stage.
6. **Streets and lots.** See Site Plan (exhibit B of Development Agreement)
7. **Identification signs or entrance features.** A simple street sign is anticipated, consistent with other street signs in Plain City
8. **Street lighting.** The Street Lighting plan is in process of being developed and will be consistent with current accepted standards for this type of development.
9. **A written letter of commitment to the particular design concepts of the project.** This will be provided subsequent to the negotiation process with the planning commission to ensure commitment to the final design concepts.
10. **A draft financial plan for the permanent maintenance of common area facilities:** An HOA will be established upon completion of construction and funded by homeowners to support the permanent maintenance of common area facilities according to the best estimates of those costs at that time. The HOA will be empowered to negotiate and enter into maintenance agreements and pay for those services through annual dues paid for by residents.

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

- *Why is this use at this particular location necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood or community?*  
This location is currently under-utilized with respect to the surrounding neighborhood. 2 acres of the location is an abandoned pasture that has been left fallow. An additional acre is currently being used to park derelict trucks and mounds of topsoil. The development of this location will bring in well-manicured, new homes that will increase the desirability and diversity of the neighborhood.



- *How will the proposed use promote the general welfare of persons and property in the vicinity?* The proposed Senior Housing subdivision will allow elderly Plain City citizens a supportive neighborhood to associate and commune with each other. It will also provide much needed housing for residents of Plain City to live near elderly family members who otherwise would be forced to either live far away from them or in homes that are not conducive to their stage in life.
- *How will the proposed use be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, and landscaping?* As mentioned above, the current undeveloped land is surrounded by residential property. The proposed use will make this land more aligned with the surrounding uses. The building design and landscaping will align with the requirements of the Senior Housing Overlay and, as such, will be a meaningful addition to the feel of the neighborhood. A private lane and dedicated overflow parking will be developed to ensure effective access and traffic flow. As the subdivision is relatively small and the intended population makes fewer daily trips than the general population, we do not anticipate that this subdivision will meaningfully impact traffic flow.
- *How does the proposed use conform to the goals, policies, governing principles and projected land use of the General Plan?* This change in zoning addresses concerns and goals outlined in the General Plan. Specifically, the development of this subdivision will
  - Encourage a mix of lot sizes and housing types in residential and commercial zones so that moderate income housing is properly integrated and not concentrated in one development or area. (pg 17)
  - Encourage life-cycle housing that provides different housing options to allow people to live and grow in the same community. (pg 18)
  - Address the following Residential goals in the the General Plan: (pg 6)
    - Create sustainable housing for new residents with access to neighborhood and community services, education, transportation, recreation, and cultural opportunities.
    - New development that maintains and/or enhances community identity while remaining compatible with existing neighborhoods.
    - Provide housing that is well maintained, varied in cost and mixed density and is located in safe, stable and revitalized neighborhoods throughout the City.
  - Serve a population that is lacking in the community. According to the general plan, people 55+ represent less than 10% of the Plain City population. One reason for this may be the lack of senior-focused housing and community opportunities in Plain City. As noted in the general plan, the Senior Housing Overlay "...Provides the means for housing that is affordable and is designed for seniors, recognizing their unique lifestyles and needs, by allowing higher densities and a mix of uses. (pg 18)



AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN PLAIN CITY, UTAH, AND  
GROW DEVELOPMENT, LLC

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this \_\_ day of \_\_\_\_, 2026, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "city") and **Kelly's Cove and the partnership of Properties for Hope, LLC and Grow Development, LLC** (hereinafter referred to as "Developer"). The City and Developer are 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 **RE-15 and RE-20** to add a SENIOR HOUSING OVERLAY (Residential), of certain properties located at **2131 N 4650 W; 2149 N 4650 W; and the western 0.95 ac of 2183 N 4560 W**, Plain City, UT, and contained by the following **parcel numbers**: 190330048 (western most 0.81 acre), 190330005, 190330004, 190330040, 190330052 (western most 0.95 acre) (hereinafter the "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately **3.13 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 **Properties for Hope, LLC and Grow Development, 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 **Properties for Hope, LLC and Grow Development LLC**

1.5 "Developer" shall mean **Properties for Hope, LLC and Grow Development, LLC**. 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 **3.13 acres** described above. The legal description for the property shall be included as Exhibit A

## 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 up to **18 new** residential single-family units, with access on a private road and connections to public roads and rights of way in the locations shown on Exhibit B. Roads shall conform to city standards. The units shall be generally located in the configuration shown on the site plan in Exhibit B.

3.2 The Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application to 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, 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. A Development Plan, including the proposed architectural standards shall be included as Exhibit C.

3.7 Amenities shall be reviewed and approved as part of the site plan application. The proposed amenities shall be included in the Development Plan included as Exhibit C.

3.8 Existing Home. The existing home on 2131 N and 4650 West shall not be included within the subdivision and will maintain its current zone and use.

3.9 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.



3.10 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: Grow Development, LLC

1265 Fort Union Blvd Suite #302  
Midvale, UT 84047

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 the 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:

---

Phil Meyer, 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.

\_\_\_\_\_

**Your name here**

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

\_\_\_\_\_  
Notary Public

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**Property Description**

Parcel 1:

Parcel Tax#: 19-033-0048 (western most 0.81 ac)

PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 1601.8 FEET NORTH 0°31' EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE SOUTH 87°57' EAST 282.6 FEET THENCE NORTH 5°48' EAST ALONG THE CENTER LINE OF STREET 143 FEET, THENCE NORTH 88°16' WEST 230 FEET THENCE NORTH 5°48' EAST 90 FEET THENCE NORTH 88°16' WEST 386.7 FEET THENCE SOUTH 5°59' WEST TO THE SOUTHERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTHEASTERLY ALONG SAID CORPORATE LIMITS LINE TO APOINT NORTH 87°07' WEST AND NORTH 5°07' EAST ALONG THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY FROM THE POINT OF BEGINNING, THENCE SOUTH 5°07' WEST ALONG SAID CORPORATE LIMITS LINE TO APOINT NORTH 87°07' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 87°07' EAST TO BEGINNING. EXCEPTING FROM SAID TRACT OF LAND THAT PORTION THEREOF OWNED AND OCCUPIED BY HORACE A KNIGHT ON THE WEST AND EXCEPT THAT PORTION HERETOFORE CONVEYED TO RULON JENKINS ON THE SOUTH.

Parcel 2:

Parcel Tax#: 19-033-0040

Part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian: Beginning at the Southeast corner of said Southwest Quarter Section; running thence West 1320 feet along the Section line; thence North 1634.5 feet, more or less, to the Northerly line of land conveyed to Bank of Utah by Deed recorded in Book 633, Page 363, Weber County Records; thence South 89°17' East 1137.7 feet; thence North 15°03' West 390 feet, more or less, to the Southerly line of the County Road known as 2150 North Street; running thence South 5°59' West 161 0 feet to the point of beginning; thence South 88°16' East 60.35 feet; thence South 15°03' East 134.69 feet to the Southerly corporate limits of Plain City Town; thence South 82°08' West 120 feet, more or less, along said corporate limits line; thence North 5°59' East 139 feet to the place of beginning.



Parcel 3:

Parcel Tax#: 19-033-0004

A part of the Southwest Quarter of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; Beginning at a point West 1320 feet North 1634.5 feet, more or less, to the Northerly line of land defined by Warranty Deed recorded in Book 633, Page 363, and South 89°17' East 1137.7 feet from the Southeast corner of said Quarter Section, and running thence North 15°03' West to the corporate limits line of Plain City; thence Southwesterly along said corporate limits line to a point North 5°59' East and North 89°17' West from the beginning; thence South 5°59' West to a point North 89°17' West from the point of beginning; thence South 89°17' East to the point of beginning.

Parcel 4:

Parcel Tax#: 19-033-0005

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1601.8 FEET NORTH 0°31' EAST AND NORTH 87°07' WEST 329.5 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 87°07' EAST TO THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 5°07' EAST 115 FEET MORE OR LESS THENCE SOUTH 89°33' WEST ALONG SAID CORPORATE LIMITS LINE 194 FEET, THENCE SOUTH 82°08' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5°59' EAST FROM THE POINT OF BEGINNING, THENCE SOUTH 5°59' WEST TO POINT OF BEGINNING. EXCEPTING FROM SAID TRACT OF LAND THAT PORTION THEREOF OWNED AND OCCUPIED BY HORACE A KNIGHT ON THE WEST AND EXCEPT THAT PORTION HERETOFORE CONVEYED TO RULON JENKINS ON THE SOUTH.

Parcel 5 (Western most 0.95 ac of the following)

Parcel Tax #:19-033-0052

PART OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHWESTQUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48' EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND THENCE SOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST 443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, RUNNING THENCE SOUTH 87D07' WEST 262.32 FEET, THENCE SOUTH 5D59' WEST 171.54 FEET; THENCE SOUTH 88D16' EAST 280 FEET; THENCE NORTH 192.32 FEET, MORE OR LESS, TO POINT OF BEGINNING.

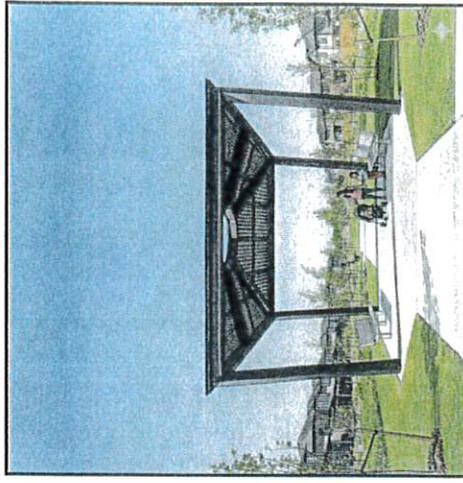
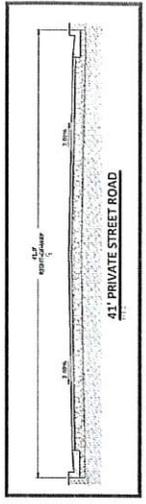


**Site Data**

PROPERTY: 3.17 AC  
 ZONING: A  
 ADDRESS: 6750 S 1300 E  
 LANDSCAPE: 57,800 SF OF 47%  
 PARKING: 2 CAR GARAGE/2 CAR DRIVEWAYS  
 TO PROVIDED

**Zone & Lot Requirements**

MINIMUM LOT AREA: 10,000 SF  
 MINIMUM LOT WIDTH: 30 FT  
 BUILDING HEIGHT: 30 FT  
 FRONT YARD: 20 FT  
 REAR YARD: N/A  
 SIDE YARD: 10 FT  
 MIN. LOT COVER: N/A  
 REAR LANDSCAPE: N/A  
 REAR LANDSCAPE: N/A





## EXHIBIT C

### Development Plan

The Kelly's Cove subdivision shall be required to follow and adhere to the Senior Housing Overlay Zone as described in the City Code Section 10-7-1 as of the date of this development agreement. The requirements listed in the overlay shall be followed, including the additional items listed below:

#### Number of Units

1. The maximum number of homes to be built in the community is 18. This shall be a combination of Twin Homes and Single Family Units. This is a density of approximately 5.75 units per acre which is within the required 6.0 unit per acre average.

#### Open Space

1. The open space requirement is 15.0% for the SHO zone, the community meets the requirement with a proposed open space of 1.33 Acres or 42% +/-

#### Setbacks

1. The minimum front yard setback shall be 25 feet. Unenclosed, covered porches may encroach into the front setback up to 5 feet.
2. Side Yard Setbacks, the minimum side yard setback for interior lots shall be 5' with a minimum of 10' between buildings.
3. For corner lots, the minimum side yard setbacks shall be 20' feet on the street side and 5 feet on the other side.
4. The minimum rear yard setback shall be 15 feet. Rear decks and covered patios with spot footings can protrude into the rear setback up to 5 feet.

#### Architecture

1. Single-family dwellings shall have at least a two car garage (with minimum interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.
2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.
3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.
4. The minimum roof pitch shall be at least four to twelve (4:12).



5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.
6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.
7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.
8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.
9. Universal Design: Universal design (also known as "aging in place")
  - a. No step entries.
  - b. 2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
  - c. 3. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.
  - d. 4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
  - e. 5. Room thresholds that are flush.
  - f. 6. Adequate lighting throughout the dwelling unit.
  - g. 7. Provide lever door handles and rocker light switches.
  - h. 8. Provide additional closet rod brackets to allow potential access from a wheelchair.
  - i. 9. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

### **Landscaped Common Area and Amenities**

1. The Developer shall landscape and improve all common areas, which shall be owned and maintained by the homeowner association (HOA). A minimum of twenty trees shall be installed within the common areas.
2. The Developer shall complete the landscaping and amenities within the common areas prior to the building permit of the last home is issued by the City.
3. The Developer shall install the following amenities within the landscaped common areas:
  - a. one pavilion with a minimum size of 300 square feet of covered space,
  - b. Two public BBQ's
  - c. Three sitting benches throughout the community along the sidewalks

### **Parking**

1. Each lot shall have a minimum of 4 parking spaces provided with 2 parking spaces in the



garage and 2 parking spaces on the driveway.

2. In addition there shall be a minimum of 6 guest parking stalls in the community.
3. Along the areas of the private road where homes only front one side of the road, guests shall be allowed to park on the opposite side of the road from where the homes are.

### **Homeowner Association (HOA)**

1. The Developer warrants and provides assurances that all common areas, common area landscaping, and common area amenities, within the Project shall be maintained by a private HOA. The City shall have no maintenance responsibility in relation to the property owned by the HOA.
2. The HOA shall maintain Property Insurance covering the common areas and all buildings, fixtures, utilities and equipment therein and thereon that are the obligation of the HOA to maintain. Additionally, the HOA shall maintain Comprehensive General Liability Insurance, Director's and Officer's Insurance and Theft and Embezzlement Insurance.
3. A 3<sup>rd</sup> party Reserve Study shall be completed to determine adequate reserve funding. City public works staff shall have the opportunity to review and approve the Reserve Study, such approval to not be unreasonably withheld.
4. Before the HOA can transition away from Declarant control, the HOA reserve account must be funded at the level recommended by the Reserve Study.
5. After the period of Declarant control the HOA shall be managed by a 3<sup>rd</sup> party HOA Management Company, which must:
  - d. Have been in business for a minimum of 5 years with their primary business being community management;
  - e. Be current members of both the local and national chapters of the Community Association Institute (CAI);
  - f. Have a minimum of 5 employees;
  - g. Be staffed with employees having a minimum certification designation of Certified Manager of Community Associations (CMCA);
  - h. Be currently licensed, insured and in good standing with both the State of Utah and West Valley City; and
  - i. Carry a minimum of 1 million dollars insurance for liability and fidelity.
5. The HOA shall be required to enforce the City SHO Zone age requirement of maintaining at least one household member must be Fifty (50) years or older.

### **Community Architectural Review Committee**

1. The Developer shall appoint an Architectural Review Committee ("ARC") to review and approve all homes to be built within the community. Each building permit submittal to West Valley City shall include an ARC approval letter & checklist acknowledging each home meets the requirements as set forth in this Agreement.



## CONDITIONAL USE PROCESSING PROCEDURE

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

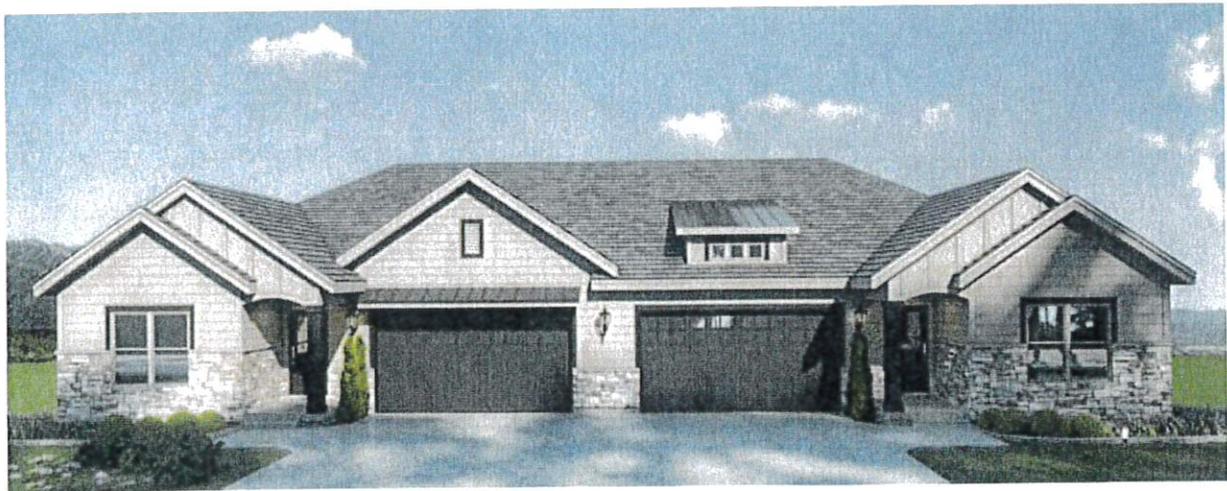
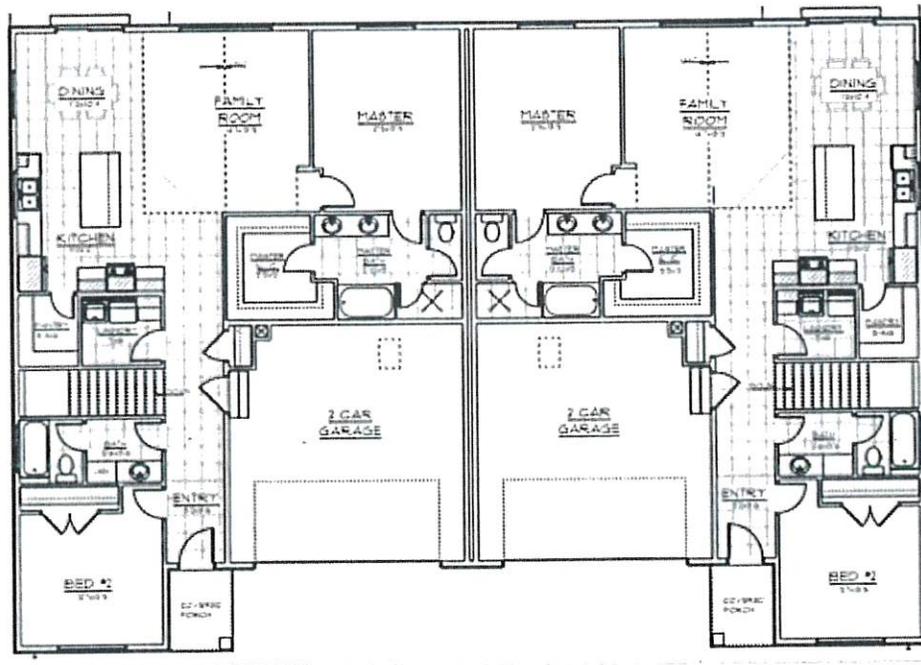


## Exhibit D

### Twin Homes

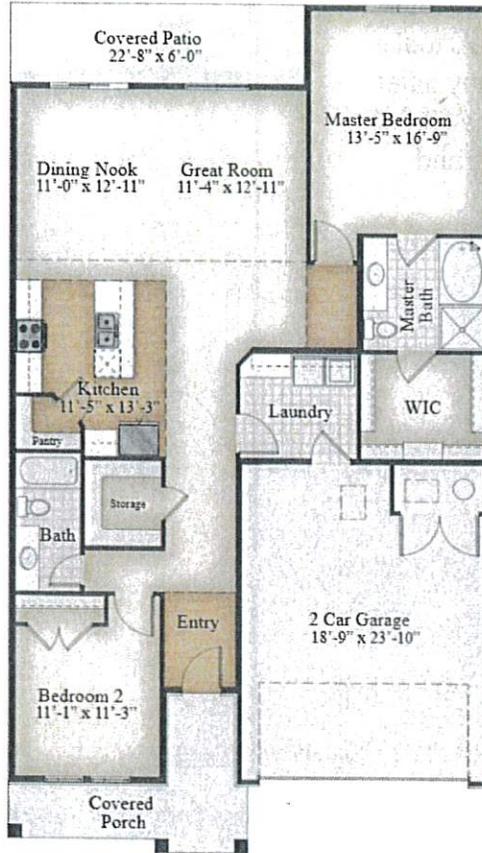
Example floor plans & elevations shown are concept plans. Actual floor plans & elevations may differ from the examples, but shall be of similar nature in both style and materials.

### Example 1:





Example 2:

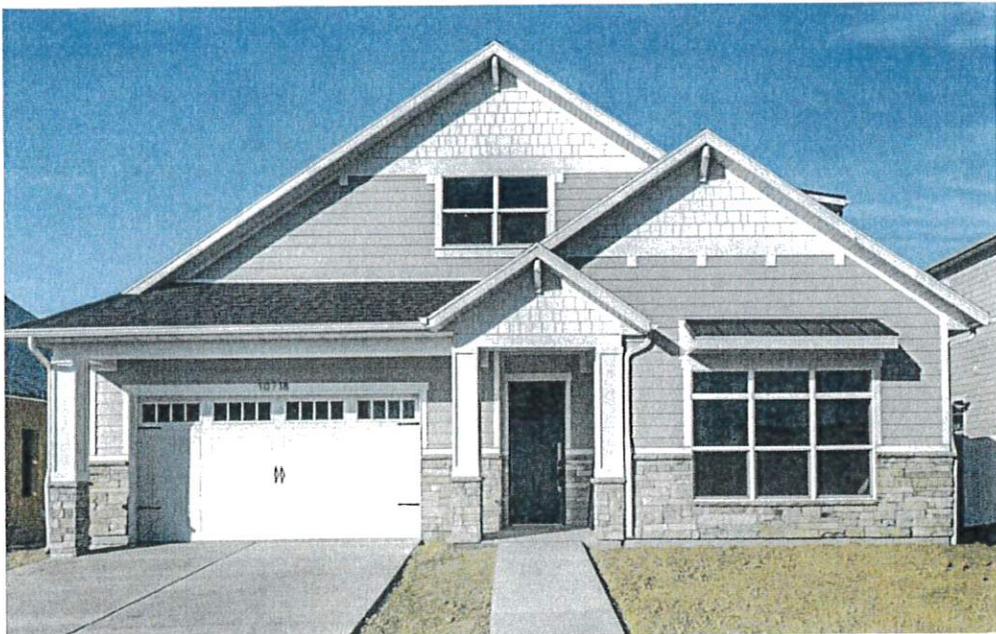
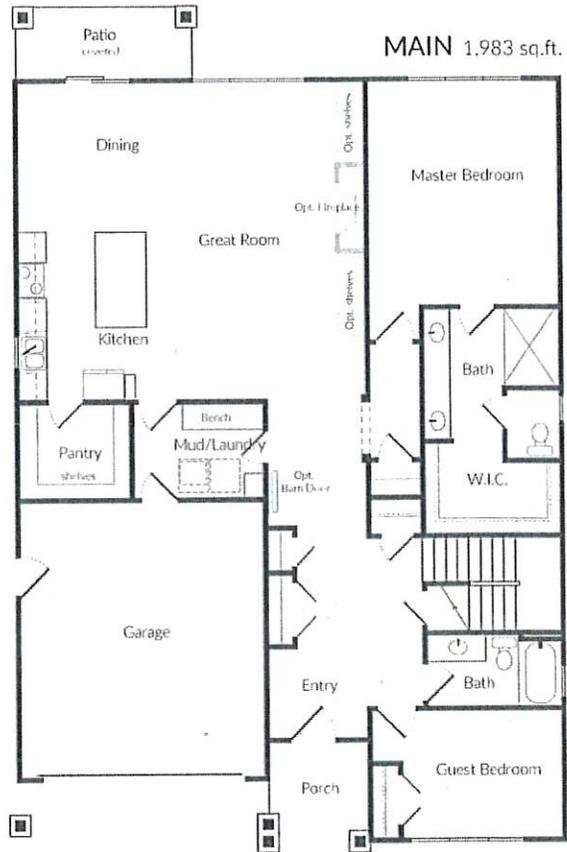


1265 E Fort Union Blvd Suite #302 Cottonwood Heights, UT 84047



### Single Family Homes

Example floor plans & elevations shown are concept plans. Actually floor plans & elevations may differ from the examples, but shall be of similar nature in both style and materials.



1265 E Fort Union Blvd Suite #302 Cottonwood Heights, UT 84047

RESOLUTION NO:

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN PLAIN CITY AND WEBER COUNTY  
FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, the City of Plain City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

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

WHEREAS, the City does not currently provide animal control services; and,

WHEREAS, Weber County and Plain City have negotiated an Agreement for the purpose of providing animal control services for Plain City; and,

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

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

NOW, THEREFORE, the City Council of Plain City hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Mayor of Plain City is authorized and directed to execute the Interlocal Agreement for and on behalf of the City.

PASSED AND APPROVED by the Plain City Council this 5<sup>th</sup> day of September, 2019.

Voting:

Councilmember Favero	_____
Councilmember Beal	_____
Councilmember Jenkins	_____
Councilmember Wilson	_____
Councilmember Panunzio	_____

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

ATTEST:

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

**INTERLOCAL COOPERATION AGREEMENT  
FOR ANIMAL CONTROL SERVICES  
BETWEEN WEBER COUNTY AND [CITY NAME]**

This Agreement is made pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., by and between Weber County, a body politic of the State of Utah (“County”), and \_\_\_\_\_, a municipal corporation of the State of Utah (“City”). Collectively, they are the “Parties.”

**RECITALS**

**WHEREAS**, the City has adopted ordinances for the regulation and control of animals within its jurisdiction;

**WHEREAS**, the County operates an animal shelter and employs animal control officers;

**WHEREAS**, the City desires to contract with the County to provide animal control and related services within the City, and the County is willing to provide such services;

**NOW THEREFORE**, the Parties agree as follows:

**SECTION 1. TERM AND TERMINATION**

1.1 **Term.** This Agreement shall commence on \_\_\_\_\_ and continue for a term of 5 years unless terminated earlier as authorized by this agreement.

1.2 **Renewal.** At the expiration of the five-year term, the Agreement may be renewed annually by written mutual agreement.

1.3 **Termination.** Either Party may terminate this Agreement with 180 days’ written notice. In the event of material breach, either Party may terminate the Agreement with 60 days’ notice unless the breach is cured.

**SECTION 2. SCOPE OF SERVICES**

The City hereby authorizes the County to enforce the City’s animal control ordinances and to provide animal control services within the City limits, and the County shall provide such services, including but not limited to:

- (a) Enforcement of City and State animal control laws;
- (b) Routine patrol and complaint response during business hours (M–F, 8 a.m.–5 p.m., excluding holidays);
- (c) Emergency response 24/7 per County call-out criteria, including but not limited to:
  - i. impoundment of animals of persons jailed for criminal violations;
  - ii. dog bites (if no law enforcement officer is available);
  - iii. injured animals;

- iv. vicious animals posing a threat to the public;
  - v. animals attacking livestock, and
  - vi. loose livestock.
- (d) Transport strays and unwanted animals to the County animal shelter;
- (e) Licensing program for dogs, including collection of fees and issuance of tags;
- (f) Investigation of animal bites, rabies quarantine, and coordination with public health authorities;
- (g) Pickup and disposal of small domestic animals killed on public roads;
- (h) Biannual inspection of animal-related businesses;
- (i) Quarterly reports of activity within the City.

### **SECTION 3. SHELTER SERVICES**

3.1 The County shall house impounded animals at the Weber County Animal Shelter, providing care, adoption, redemption, or humane euthanasia in accordance with law and shelter policy.

3.2 The City agrees to pay for animals impounded from its jurisdiction pursuant to the shelter's established fee schedule.

### **SECTION 4. COST ALLOCATION AND PAYMENT**

4.1 Annual fees shall be based on a formula using (a) population served and (b) call/service volume. The County shall provide written notice of fee adjustments annually.

4.2 The City shall pay the County in quarterly installments within 30 days of billing.

4.3 Late payments may accrue interest at the statutory rate.

### **SECTION 5. RECORDS AND REPORTING**

5.1 Records generated under this Agreement are County records but shall be available for City inspection.

5.2 The County shall provide the City quarterly reports summarizing calls, impounds, dispositions, licenses issued, and enforcement actions.

### **SECTION 6. FINES, FEES, AND REVENUE**

6.1 License fees, impound fees, adoption fees, and related charges shall be retained by the County.

6.2 Court-imposed fines for ordinance violations filed by the City shall be retained by the City.

### **SECTION 7. EMPLOYMENT STATUS**

Animal control officers are employees of the County only, and the County is responsible for wages, benefits, workers' compensation, and insurance.

## **SECTION 8. INSURANCE AND INDEMNIFICATION**

8.1 Each Party shall maintain appropriate liability insurance or self-insurance coverage.

8.2 The County shall defend and indemnify the City against claims arising from County acts or omissions in providing services.

8.3 The City shall defend and indemnify the County against claims challenging the validity of the City's ordinances.

8.4 The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

## **SECTION 9. ADMINISTRATION**

This Agreement shall be administered by the governing bodies of the Parties. No separate legal entity is created.

## **SECTION 10. DISPUTE RESOLUTION**

The Parties shall first attempt good faith negotiation, then mediation. If unresolved, disputes shall be resolved in the Second Judicial District Court, Weber County, Utah.

## **SECTION 11. AMENDMENT**

This Agreement may be amended only by written instrument signed by both governing bodies.

## **SECTION 12. COMPLIANCE WITH LAW**

The Parties shall comply with all applicable federal, state, and local laws, including nondiscrimination and accessibility requirements.

## **SECTION 14. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes prior discussions or agreements.

**IN WITNESS WHEREOF**, the Parties execute this Agreement as of the date first written above.

DATED this \_\_\_ day of \_\_\_\_\_, 2025.

**CITY**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

ATTEST:

Approved as to form and for compliance  
with state law:

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

\_\_\_\_\_  
City Attorney

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

By \_\_\_\_\_  
James H. Harvey, Chair

Date \_\_\_\_\_

ATTEST:

Approved as to form and for compliance  
with state law:

\_\_\_\_\_  
Weber County Clerk/Auditor

\_\_\_\_\_  
Weber County Attorney's Office



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**Re: FW: Interlocal Agreement for Animal Control Services**

---

**From** Brandan Quinney <bkaleiq@gmail.com>

**Date** Thu 2/19/2026 7:17 PM

**To** Phil Meyer <philm@plaincityutah.gov>

**Cc** Diane Hirschi <dianeh@plaincityutah.gov>; Luigi Panunzio <panunzioluigi@yahoo.com>

Hi Phil,

I'm concerned with the fee structure. The contract says:

"Annual fees shall be based on a formula using (a) population served and (b) call/service volume. The County shall provide written notice of fee adjustments annually." The "formula" needs to be included in the contract. This will help the City anticipate the annual cost of the contract each year. Otherwise, we can only guess what that formula is until the first invoice comes.

I have no other issues.

Brandan

On Wed, Feb 18, 2026 at 7:52 AM Phil Meyer <philm@plaincityutah.gov> wrote:

Here is a new interlocal agreement for Animal Control Services.

Brandon, can you review.

Let me know if any of you see something here that we need to address.

---

**From:** Main,Sirikorn <[smain@webercountyutah.gov](mailto:smain@webercountyutah.gov)>

**Sent:** Tuesday, February 17, 2026 9:14 AM

**To:** Phil Meyer <[philm@plaincityutah.gov](mailto:philm@plaincityutah.gov)>

**Subject:** Interlocal Agreement for Animal Control Services

Mayor Meyer,

Please see the attached for the proposed updated Interlocal Agreement for Weber County Animal Control Services.

Please let me know if you have any questions.

Thank you for your time.

**Siri Main**

Division Director

Weber County Animal Services

Email: [smain@webercountyutah.gov](mailto:smain@webercountyutah.gov)

Phone: 801-778-6907

Weber County

#WinningInWeber



Previous - agreement

RESOLUTION NO: 2019-07

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN PLAIN CITY AND WEBER COUNTY  
FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, the City of Plain City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

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

WHEREAS, the City does not currently provide animal control services; and,

WHEREAS, Weber County and Plain City have negotiated an Agreement for the purpose of providing animal control services for Plain City; and,

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

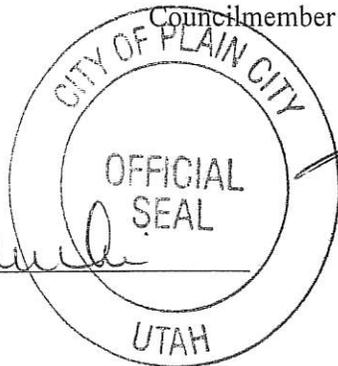
WHEREAS, the City Council finds that the public health, welfare and safety are at issue in this matter;

NOW, THEREFORE, the City Council of Plain City hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Mayor of Plain City is authorized and directed to execute the Interlocal Agreement for and on behalf of the City.

PASSED AND APPROVED by the Plain City Council this 5 day of September, 2019.

Voting:

Councilmember Allen	<u>aye</u>
Councilmember Sadler	<u>aye</u>
Councilmember Davis	<u>aye</u>
Councilmember Weston	<u>aye</u>
Councilmember Searle	<u>aye</u>



Josh Searle  
MAYOR OF PLAIN CITY

ATTEST:

Doreen White  
City Recorder

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN WEBER COUNTY AND PLAIN CITY  
FOR ANIMAL CONTROL SERVICES**

This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act § 11-13-101, Utah Code Annotated, 1953, as amended, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County", and Plain City, a municipal corporation of the State of Utah, hereinafter referred to as "City" and jointly referred to as "Participants" or "Parties".

**RECITALS**

**WHEREAS**, the City has adopted a comprehensive ordinance for the control of animals within the City, and

**WHEREAS**, the County has employed full-time animal control officers for the purpose of implementing and enforcing animal control ordinances; and

**WHEREAS**, the County is willing to make available the county animal services to enforce the Animal Control Ordinance of the City and to collect dog licensing fees and issue dog licenses within the City; and

**WHEREAS**, the City desires to contract with the County for animal control services upon the terms and conditions set forth hereafter;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

**SECTION ONE  
TERM OF AGREEMENT AND FEES**

This Agreement shall commence on the 1<sup>st</sup> day of July 2019, and continue through and including the 1st day of July 2024. The agreement may be extended on a year to year basis for periods after July 1, 2024. The fee amounts will be adjusted each year based upon the County's cost of operation allocated to the City through a formula utilizing population served and utilization of animal control service as factors in the formula. Notwithstanding the provisions of this Agreement, either party may terminate this Agreement at any time by giving 180 days written notice to the other party.

**SECTION TWO  
SCOPE OF SERVICES**

The County shall make available to City the animal control officers of the County for the purposes of:

1. Enforcing the City's Animal Control Ordinance and providing the following animal control enforcement activities:
  - A. Routine City patrol coverage, which patrol will occur between 8 a.m. and 5 p.m. Monday through Friday, excluding holidays.
  - B. Complaint response as requested by the citizens of the City between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays.
  - C. Enforcement of all City, County, and State animal ordinances, laws, and regulations.
  - D. Twenty-four hours per day, seven days per week, emergency response (target response will be less than 30 minutes) to all incidents within the County's established emergency call out criteria, to include:
    - a. Impound of animals of persons jailed for criminal violations;
    - b. Dog bites (if no law enforcement officer is available);
    - c. Injured animals;
    - d. Vicious animals posing a threat to the public;
    - e. Animals attacking livestock;
    - f. Loose livestock
  - E. Pick up and disposal of dead domestic small animals killed on public roads, not to include large livestock or wildlife;
  - F. Investigation of all animal bites and coordination of rabies service in compliance with State health regulations;
  - G. Transporting strays and unwanted animals to the Weber County Animal Shelter.
2. Licensing Program  
The sale of dog licenses and the management of the dog licensing program;
3. Inspections and Reports
  - A. Inspect all public animal-related businesses on a bi-yearly basis;
  - B. Provide quarterly reports to the City of all city animal-related activities as conducted by the County Animal Control department.

**SECTION THREE**  
**COST TO CITY – METHOD OF PAYMENTS**

1. City agrees to pay the County for services outlined in this Agreement. Payments will be determined as outlined in Section One.
2. City will pay the annual fee to the County in four payments, as billed by the County, for each calendar quarter. Each payment will be one-fourth of the annual fee, as outlined above, and will be due within 30 days of billing.
3. City agrees to pay any fees for animals kept at the Animal Shelter, as established by the Animal Shelter agreements.

4. Animal Control fees will be reviewed and adjusted each year based on the County's cost of operation, population served, and services provided to the City.

#### **SECTION FOUR AUTHORIZATION FOR ENFORCEMENT**

The City hereby authorizes the County to enforce the City's Animal Control Ordinance by issuing licenses, picking up stray animals, issuing citations, and collecting fees.

#### **SECTION FIVE RECORDS**

All records created or received by the County in accordance with this Agreement shall be County records. The County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by the City at any reasonable time.

#### **SECTION SIX FINES AND FEES DISBURSEMENT**

The City agrees that all funds collected for dog licenses, pick-up charges, and other charges collected from animal owners under the City Animal Control Ordinance, except fines levied or imposed by any Court where the action is commenced by the City, will be paid to and retained by the County.

#### **SECTION SEVEN EMPLOYEES**

It is the intent of this Agreement that any animal control officer made available by the County to the City shall be deemed to be employees of the County for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to County employees.

#### **SECTION EIGHT INDEMNIFICATION**

The County agrees to indemnify and hold the City harmless for any and all claims, damages, and lawsuits arising out of the Animal Control activities of the County, pursuant to the terms of this Agreement. In the event a lawsuit is filed against the City as a result of any actions, omissions,

or other alleged wrongdoing of the County Animal Control department, the County shall assume the defense of such action and hold the City harmless from any costs connected therewith.

The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City agrees to indemnify and hold the County harmless for all claims, damages, and lawsuits arising out of any challenge to the legality or constitutionality of the City's animal control ordinances. In the event of any lawsuits being filed against the County as a result of any actual or alleged defects in the City's ordinances, the City shall assume the defense of such action and hold the County harmless for any costs connected therewith. In addition, the City shall name the County as an additional insured with its insurance company and provide the County with a certificate of insurance at the time this Agreement is signed.

#### **SECTION NINE ADMINISTRATION**

This Agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The Agreement shall be administered by the governing bodies of both parties hereto. The services as provided for herein shall be financed from the County and by fees collected by the County pursuant to the City ordinance and from the funds paid to the County by the City.

#### **SECTION TEN ADMINISTRATION PROCESS**

The following procedures shall be followed in administration and enforcement of the City Animal Control Ordinance:

- A. The County agrees to furnish receipting system and dog tags for the City.
- B. Receipts for dog licenses shall be issued by the County and shall identify the name of the City and the dog tag number issued.
- C. Any funds collected for dog licenses by the County shall be deposited with the County Treasurer.
- D. Any citations or complaints for violation of the Animal Control Ordinance of the City shall be filed with the appropriate court and prosecuted in the same manner as other City violations. Fines will be imposed, collected, and retained in the same manner as other City violations.

#### **SECTION ELEVEN AMENDMENT AND MODIFICATION**

This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of the County and the City after the adoption of a resolution of each entity approving the modification or amendment.

**SECTION TWELVE  
REQUIRED FORMALITIES**

This Agreement shall not be effective until approved by a resolution of the governing bodies of the County and City. The County and City agree that a signed copy of this Agreement will be filed with the keeper of the public records of each entity. As required by Utah Code Annotated 11-13-202.5 and as a condition precedent to this Agreement entering into force, it shall be submitted to an authorized attorney for each entity who shall approve the Agreement as being in proper form and compatible with the laws of the State of Utah.

**SECTION THIRTEEN  
COMPLIANCE WITH LAWS**

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this Agreement and any applicable state or federal law, the state or federal law shall control.

**SECTION FOURTEEN  
PARAGRAPH HEADINGS**

The section headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning thereof. The singular tense herein shall include the plural and any gender shall include all other genders. This Agreement shall be construed only by the contents hereof and there shall be no presumption or construction in favor of or against any party.

**SECTION FIFTEEN  
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which together shall serve as one Agreement.

**SECTION SIXTEEN  
ENTIRE AGREEMENT**

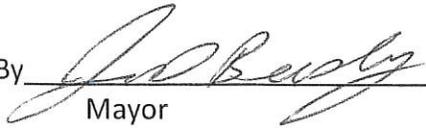
The parties agree that this document contains the entire agreement and understanding between them and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Agreement by authority of

appropriate resolutions of the Board of Commissioners of Weber County and the City Council of the City.

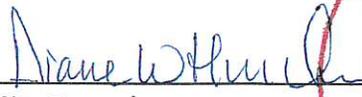
DATED this 5 day of September, 2019.

**PLAIN CITY**

By   
Mayor

Date Sept 5 2019

ATTEST:

  
City Recorder  
**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**



Approved as to form and for compliance with state law:

  
City Attorney

By \_\_\_\_\_  
James H. Harvey, Chair

Date \_\_\_\_\_

ATTEST:

Approved as to form and for compliance with state law:

\_\_\_\_\_  
Weber County Clerk/Auditor

\_\_\_\_\_  
Weber County Attorney's Office

Proposed

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE  
AND GENERAL UTILITY EASEMENT  
TO  
ROCKY MOUNTAIN POWER**

---

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Plain City (the "City") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

**SECTION 1. Grant of Franchise and General Utility Easement.** The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

**SECTION 2. Term.** The term of this Franchise and General Utility Easement is for        ( ) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

**SECTION 3. Acceptance by Company.** Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any

other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

**SECTION 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**SECTION 7. Annexation.**

**7.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**7.2 Notice of Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center  
Attn: Annexations  
P.O. Box 400  
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power  
Attn: Office of the General Counsel  
1407 West North Temple, Room 320  
Salt Lake City, UT 84116

**SECTION 8. Plan, Design, Construction and Installation of Company Facilities.**

**8.1** All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

**8.2** Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

**8.3** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

**8.4** If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

**8.5** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**8.6** The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing

herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

**8.7** Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

**8.8** Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

## **SECTION 9. Relocations of Electric Facilities.**

**9.1** The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City.

The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

**9.2** Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of

Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power  
Attn: Estimating Department

Local Address \_\_\_\_\_  
Local Address \_\_\_\_\_

**Section 11. Vegetation Management.** Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height. For guidance on tree species selection, see Rocky Mountain Power's planting guidelines [www.Rockymountainpower.net/trees](http://www.Rockymountainpower.net/trees).

**SECTION 12. Renewal.** At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 13. No Waiver.** Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 14. Transfer of Franchise.** Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**SECTION 15. Amendment.** At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

**SECTION 16. Notices.** Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 852 East 1400 North, Shelley, Idaho, 83274, and such other office as Rocky Mountain Power may advise the City of by written notice.

**SECTION 17. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 18. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**PASSED by the City Council of the City of \_\_\_\_\_, Utah this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**



---

**Fw: RMP franchise ordinance**

---

**From** Diane Hirschi <dianeh@plaincityutah.gov>

**Date** Mon 3/2/2026 2:34 PM

**To** Brandan Quinney <bkaleiq@gmail.com>

Hey Brandan,

I sent a copy of the new franchise agreement to our engineer since he is the one who deals mostly with the power company on projects. Please see his two concerns.

Thanks!

Diane W Hirschi, CMC  
City Recorder  
Plain City  
801-731-4908

---

**From:** Brad Jensen <brad@wasatchcivil.com>

**Sent:** Monday, March 2, 2026 1:51 PM

**To:** Diane Hirschi <dianeh@plaincityutah.gov>

**Subject:** Re: RMP franchise ordinance

Questions From  
Wasatch Civil

Diane,

I just have a couple of comments.

Section 9.1, It is not clear who pays for the relocation of facilities required by the City for street improvement projects.

Section 11, Is the arborist mentioned in the Section provided by RMP?

Brad

---

**From:** Diane Hirschi <dianeh@plaincityutah.gov>

**Sent:** Monday, March 2, 2026 12:14 PM

**To:** Brad Jensen <brad@wasatchcivil.com>

**Subject:** RMP franchise ordinance

Hey!

Rocky Mountain Power is asking for us to amend our franchise ordinance. The attorney can't see anything to cause concern. Would you like to look it over? We are planning to put it on the March 19 agenda.

Let me know if you have any concerns!

Previous

ORDNANCE #276

AN ORDINANCE GRANTING TO UTAH POWER & LIGHT COMPANY,  
ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT,  
AND POWER FRANCHISE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Plain City,  
UTAH:

Section 1. That there is hereby granted to Utah Power & Light Company, its successors and assigns (herein called the "Grantee"), the right, privilege or franchise, until April 8,  
2026, to construct, maintain and operate in the present and future streets, alleys and public places in the city of Plain City, Utah, and its successors, electric light and power line, together with all the necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, and telegraph and telephone lines for its own use), for the purpose of supplying electricity to said city, the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power and other purposes.

Section 2. Poles and towers shall be so erected as to interfere as little as possible with traffic over said streets and alleys. The location of all poles, towers and conduits shall be fixed under the supervision of the City Council of the city, but not so as unreasonably to interfere with the proper operation of said lines.

Section 3. All lines constructed under this grant shall be constructed in accordance with established practices with respect to electrical construction.

Section 4. The city shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its lines and appurtenances hereunder, and the acceptance of this franchise shall be deemed an agreement on the part of said Grantee, its successors and assigns, to indemnify said city and hold it harmless against any and all liability, loss, cost, damage, or expense which may accrue to said city by reason of the neglect, default or misconduct of the Grantee in the construction, operation or maintenance of its lines and appurtenances hereunder.

Section 5. The Grantee shall file its written acceptance of this franchise with the Clerk of the City Council of the City thirty (30) days after its passage.

Section 6. This ordinance shall take effect as soon as it shall be published as required by law, deposited and recorded in the office of the Clerk, and accepted as required herein.

Passed by the City Council of the City of Plain City  
Utah, this 8th day of April, 1976.

  
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Mayor, City Council

ATTEST:

  
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Clerk, City Council