

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 19, 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 19, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Rachael Beal Jed Jenkins, Luigi Panunzio (late) and Jan Wilson (via Zoom)
Staff: Diane Hirschi, Stacy Adams, Brandan Quinney, Dan Schuler
Present: Lt. Horton, Jason Green, Madison Aviles, Kirk Nigro, Brian Bingham, Cooper Allen, Cole Allen, Amy Roskelley (late)
Via on Zoom: Jan Wilson, Michael Phillips, Michael

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

Approval of Minutes March 5, 2026

Councilmember Jenkins moved to approve the minutes from March 5, 2026 as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins and Wilson voted aye. The motion carried.

Comments: Public

None

Report from Planning Commission

Commissioner Ortega provided an update on the Planning Commission's activities. He acknowledged the productive nature of the recent strategic kickoff meeting and informed the Council that the next Planning Commission General Plan meeting is tentatively scheduled for April 9th.

Presentation by Madison Aviles - Local Administrative Advisor (LAA)

Madison is a Local Administrative Advisor (LAA) with the WFRC. The LAA program was developed by the ULCT in 2023, the program provides administrative assistance to cities with populations under 10,000, such as Plain City, which operate with limited staff. Ms. Aviles has been actively assisting staff with the recruitment of a new city planner, providing HR support and template forms. Ms. Aviles confirmed she can provide specific resources and coordination for the development of the City's plan.

Discussion/Motion Ordinance - Rezone from RE-20 to RE-18.5 - approx. 3000 W North Plain City Rd - Jason Green

The Council discussed the application for a rezone of property located at approximately 3000 West North Plain City Road. Councilmember Jenkins stated this rezone aligns with the current general plan. **Councilmember Jenkins moved to approve Ordinance 2026-02 as the rezone from RE-20 to RE-18.5 - approx. 3000 W North Plain City Rd - Jason Green. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried**

Discussion/Motion Ordinance - Rezone from A-2 to C-3 Weber Basin Land and Livestock - Shooting Range

Dan Schuler clarified that the proposed location moved from 5900 West to 5100 West (east of lagoons), the owner had identified that part of the property as never being developed into subdivisions. While the 5900 West location was good property for housing, the lagoon-adjacent land is largely undevelopable for residential use. The Council deliberated on the proposed rezone for a shooting range project. Due to the absence of the applicant and specific concerns regarding the transition to C-3 zoning, the council moved to table this item for a future work meeting. **Councilmember Favero moved to table the Rezone from A-2 to C-3 Weber Basin Land and Livestock - Shooting Range. Councilmember Jenkins seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried**

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Discussion/Motion Ordinance – Senior Housing Overlay Zone - Kelly’s Cove - Conditional Use/Development Agreement
Brian Bingham presented a revised proposal for the senior housing overlay to address Planning Commission concerns. Reduction from 18 to 14 units (approx. 4.5 units per acre), elimination of twin homes in favor of standalone units, and an increased setback of 25 feet. Councilmember Jenkins raised concerns regarding ‘flag lot’ configurations and the long-term sustainability of the HOA if the unit count is reduced, specifically regarding the maintenance of side-yard driveways. The Council felt it best to table the ordinance and development agreement for a work session to negotiate the agreement further, specifically focusing on HOA sustainability and design standards. **Councilmember Favero moved to table the Senior Housing Overlay Zone - Kelly’s Cove - Conditional Use/Development Agreement. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Discussion/Motion Resolution - Interlocal Agreement - Animal Services
Due to the absence of the Weber County representative, the Council determined that questions regarding service terms and costs could not be addressed. **Councilmember Favero moved to table the Interlocal Agreement - Animal Services. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Discussion/Motion Ordinance - Rocky Mountain Power Franchise Agreement
Kirk Nigro of Rocky Mountain Power presented the renewal of the franchise agreement. The Council raised concerns on City liabilities and the length of the contract term. Mr. Nigro explained the typical 30-year term contract and confirmed that vegetation management follows National arborist standards on a three-year trimming cycle to ensure reliability and safety. Discussion centered on relocation cost recovery and desire for explicit language requiring the removal of abandoned lines and poles at the utility's expense. The Council moved to table the agreement until April 2nd to allow the City Attorney to review the document for clearer contract specifications. **Councilmember Jenkins moved to table the Rocky Mountain Power Franchise Agreement for City Attorney review until next meeting. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Discussion/Motion Planning Commission Appointment
Mayor Meyer addressed the vacancy following Planning Commissioner Blake Neil’s resignation due to health issues. There were three applicants Katelyn Shaw, Alex Leonardi (withdrew) and Gary Westergard. After the candidates interviewed with the Mayor and Councilmember Jenkins, Gary was selected for appointment. His extensive experience with subdivisions and prior service on boards of adjustment were cited as primary qualifications. Matt McBride will be moved into the Planning Commissioner regular position to complete the remainder of Blake Neil’s term and Gary will become the alternate Planning Commission member. **Councilmember Jenkins moved to approve the Planning Commission Appointment of Gary Westergard as Alternate. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Motion: Approval of Business Licenses

New – Home Occupation

All Weather Service & Installation
The Laundry Pros

3851 W 2800 N
4449 W 1725 N

Nick Nabor
Lisa Reed

HVAC Contractor - Home Office
Laundry Services

Renewals

Commercial

TNT Fireworks/ American Promotional Events 3673 W 2600 N

Kent’s Inside Fireworks Sales (July)

Home Occupation

Rockin M. Grading & Landscaping 2739 N 3200 W

Mason Bowcut Landscaping, Excavation Contractor

Councilmember Favero moved to approve the business licenses as presented. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 3/1/2026 - 3/18/2026

Councilmember Beal moved to approve the warrant register for 3/1/2026 to 3/18/2026. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.

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Report from City Council

Councilmember Favero noted the Streets Master Plan is under development and highlighted a communication gap between Planning Commission and the City with the current status.

Councilmember Beal emphasized upcoming CERT trainings. Shared America 250 meeting updates, including Mason's Bench and their suicide prevention projects featuring benches constructed from used skateboard decks. Proposed reviving a quarterly paper or digital City newsletter.

Councilmember Jenkins reported on Mosquito Abatement and upcoming treatments and submitting requests for spraying in yards. Highlighted a beekeeper database that triggers an automatic shut-off of fogging equipment near registered hives. Has an upcoming meeting with the fire chief.

Councilmember Wilson stated that basketball is concluding and volleyball clinics are starting. The Easter Egg Hunt is scheduled for April 4th at 9:00 am, sharp at Lee Olsen Park.

Councilmember Panunzio asked on providing the Sheriff's Office and OTAC access to city park cameras and the process to set that up. Also noted an upcoming meeting with the Sheriff's Office regarding annual budget considerations.

Mayor Meyer stated the video conferencing TV system is all setup. Confirmed a June 2026 start date for the 3600 W construction and the 2200 N interlocal agreement status is continuing. The city is continuing to search for a part-time City Planner after a recent candidate declined a recent offer.

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

Mayor

City Recorder

Date approved _____

Adam's changes

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 thirty (30) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

2.1 Rocky Mountain Power's failure to comply with the City's Telecommunication Ordinance, Chapter 5 of City Code, shall constitute a material breach of this Agreement, subject to notice and cure provisions set forth herein.

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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

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,

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.

Commented [AF1]: Replace this with Kirk's revised language.

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
1438 W 2550 S
Ogden, UT 84401

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.

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.

PASSED by the City Council of the City of _____, Utah this ____ day of _____, 2025.

MAYOR

ATTEST:

CITY RECORDER



Franchise Ordinance Update

From Nigro, Kirk (PacifiCorp) <Kirk.Nigro@rockymountainpower.net>

Date Wed 3/25/2026 7:52 AM

To Diane Hirschi <dianeh@plaincityutah.gov>

Diane –

I researched the question asked in regards to relocation by Councilor Favero, below in red is a change from other city that was adopted. If you can forward to your attorney for his review, it may be helpful.

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.~~

The City and the Company shall use their best efforts to recover or reduce the cost for the relocation work and the City shall support the efforts of Rocky Mountain Power to obtain reimbursement in accordance with Utah Code Ann. § 54-3-29(6).

Thanks,

Kirk Nigro

Regional Business Manager

Rocky Mountain Power

1438 West 2550 South, Rm 155

Ogden Utah 84401

Office: (801) 629-4210 | Cell: (385) 288-2101

kirk.nigro@rockymountainpower.net



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.

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?

in house

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.



Mayor, City Council

ATTEST:



Clerk, City Council

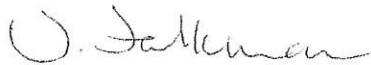
NOTICE OF DECISION

Plain City, Weber County, Utah

On March 26, 2026, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Zoning amendment for property located at approx. 2500 N 5100 W
rezone from A-1 to RE-18.5 Western Basin Land and Livestock
received from (Applicant): David Pitcher

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

*Condition(s)/Notes:

Commission Ortega motioned to recommend approval to City Council for the Rezone of property at approx. 2500 N 5100 W Parcel 2 from A-1 to RE-18.5. Commissioner McBride seconded the motion. Vote: Commissioners Ortega, Skeen, McBride, Ableman and Chairman Maw voted aye. Motion Carried.

WESTERN BASIN LAND AND LIVESTOCK REZONE
Approximately 2500 N 5100 W
Parcel No(s): was 19-034-0001, now 19-034-0020
A-2 to RE-18.5

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN A-2 ZONE TO AN RE-18.5 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 2500 N 5100 W

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

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

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

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE QUARTER SECTION LINE WHICH IS 1128.87 FEET SOUTH 0D53'49" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 0D53'49" WEST 210.27 FEET ALONG THE QUARTER SECTION LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89D27'12" WEST 1324.43 FEET (WEST 80 RODS) ALONG THE SIXTEENTH SECTION LINE TO THE SIXTEENTH CORNER; THENCE NORTH 0D53'34" EAST 297.90 FEET ALONG THE SIXTEENTH SECTION LINE; THENCE SOUTH 87D19'22" EAST 802.28 FEET; THENCE SOUTH 2D40'38" WEST 13.10 FEET; THENCE SOUTH 87D19'17" EAST 522.80 FEET TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 338,249 SQUARE FEET OR 7.766 ACRES.

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

Passed and ordered posted this ____ day of April, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

Zoning Amendment Application

Location of Property Approx 2500 N. 5100 W.

Land Serial Number(s) 190340001

Request from Zone AG to Zone RE 18.5

FEE: \$200.00 Date paid 2009 Receipt # 2038990

*Property Owner Western Basin Land and Livestock LLC

Phone _____ Fax _____

Mailing Address 5238 W. 2150 N. Plain City, UT Zip 84404

Developer/Agent David Pitcher / Ophir Mountain LLC

Phone 661-865-2945 Fax _____

Mailing Address 4474 N. Heachter Meadows Dr. Zip 84050

E-Mail Address clearcreekdevelopment@yahoo.com

LEGAL DESCRIPTION: Please Attach

TOTAL AREA – Acres or Square Feet: 7.76

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)

Kami F. Marriott & Amy M. Roskelley

I (we), as Managers, 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.

Basin Land & Livestock, LLC, a Utah Limited Liability Company by its Manager, Marriott Companies, LLC

by: Kami F. Marriott (Property Owner) Manager

Amy M. Roskelley
by: Amy M. Roskelley (Property Owner) Manager

Subscribed and sworn to me this 27 day of August, 2026



[Signature]
(Notary)

Residing in Weber County, Utah

My commission expires: 3-28-26

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: _____

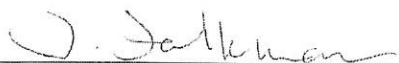
NOTICE OF DECISION

Plain City, Weber County, Utah

On March 26, 2026, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Subdivision for property at 1810 N 3375 W
received from (Applicant): Tyler Buxton

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

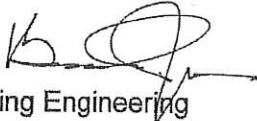
*Condition(s)/Notes:

Commission Skeen motioned to recommend approval to City Council for the Subdivision Amendment for property at 1810 N 3375 W. Commissioner McBride seconded the motion. Vote: Commissioners Ortega, Skeen, McBride, Ableman and Chairman Maw voted aye. Motion Carried.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: March 10, 2026

Subject: Plain View Subdivision 1st Amendment (Tyler Buxton)

We have reviewed the survey information submitted regarding the proposed plat amendment for Lots 30 and 31 in the Plain View Subdivision and have no concerns. Consequently, we recommend the subject plat amendment be accepted.

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

**APPLICATION FOR
AMENDMENT TO A SUBDIVISION**

Subdivision Name PLAIN VIEW ESTATES Zone RE-20 Date Submitted 2/24/2020

Address of Subdivision 1810 N. 3375 W. Plain City, UT

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

Owner Name TYLER BUXTON Full Address 1810 N. 3375 W. PLAIN CITY UT.

Phone # 801-430-4065 Cell # 801-430-4065 Fax # —

Subdivider's Name SAME AS ABOVE Full Address —

Phone # — Cell # — Fax # —

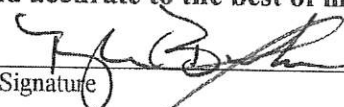
TYLER@BUXTONMASONRY.COM

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

Describe the amendment to the subdivision plat:

MOVING PROPERTY LINE 20' NORTH MAKING 1810N. 185' WIDE.
1836N. 145' WIDE. MOVING EAST PROP LINE OF 1836N EAST 20'
MAKING DEPTH = 155' (SEE ATTACHED PLAN.)

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

2/24/2020 Date  Signature

Office Use Only
2037024
Subdivision Amendment Fee: 300.00 PC Approval Date: _____
Number of Copies: _____ CC Approval Date: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), THREE BUXTON BLAIRE HAMELSON 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 has indicated they are available to assist me in making this application.

[Signature]
(Property Owner)

[Signature]
(Property Owner)

Subscribed and sworn to me this 16 day of FEB, 2026.



Brylee Buxton
(Notary)
Residing in Weber County, Utah

My commission expires: 6/3/2028

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: _____

Tammy Folkman

From: Tyler Buxton <tyler@buxtonmasonry.com>
Sent: Tuesday, February 24, 2026 11:30 AM
To: Tammy Folkman
Cc: Tyler Buxton; blhimmelright@gmail.com
Subject: Request for Approval – Plain View Subdivision 1st Amendment (Lots 30 & 31)
Attachments: TYLER BUXTON AMENDMENT-PLAT.pdf

Dear Plain City Staff,

On behalf of the Tyler & Cheri Buxton Family Trust and Blair & Cindee Himmelright, we are submitting the **Plain View Subdivision 1st Amendment** plat for review and approval.

This amendment adjusts the common boundary between **Lot 30** (Tyler & Cheri Buxton Family Trust, 1810 North) and **Lot 31** (Blair & Cindee Himmelright, 1836 North) to accommodate practical needs for both property owners. Blair Himmelright is planning to construct a pole barn/shop at the rear (east side) of his property and requires additional depth to accommodate the building and meet applicable setback requirements. Tyler Buxton has purchased the property directly to the east, behind the existing homes, and needs a lane for access to this newly acquired property for future use.

To accomplish this, Blair is conveying 20 feet from the south side of Lot 31 to Lot 30 to provide Tyler with an access lane, and Tyler is conveying 20 feet along the rear (east side) of Lot 30 to Lot 31 to provide Blair with additional depth for his planned pole barn/shop. This boundary adjustment is mutually beneficial, does not create any new lots, does not change public street access or impact utilities, and maintains compliance with Plain City RE-20 zoning and yard setback standards.

Attached for your review are:

- The Plain View Subdivision 1st Amendment plat (February 2026), including surveyor's certificate, owner's dedication, notes, and signature blocks.
- A signed formal request letter from both property owners. (I will deliver hard copies of wet signatures today)

We respectfully request that this item be placed on the appropriate agenda(s) for consideration by the Planning Commission and City Council, and that City staff proceed with the standard review and approval process. Please let us know if any additional information or documentation is needed.

Thank you for your time and assistance.

Sincerely,

Tyler Buxton

Tyler & Cheri Buxton Family Trust, Trustee
1810 North 3375 West
Ogden, UT 84404



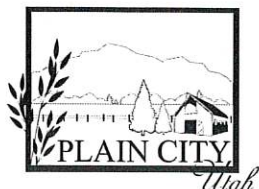
Outlook

MWPP Survey - 2026

From Dan Schuler <dans@plaincityutah.gov>
Date Fri 3/20/2026 9:43 AM
To Diane Hirschi <diane@plaincityutah.gov>

Diane, Here is the 2026 MWPP Survey, I just need it to go Infront of City Council by the 16th of April. Thanks a bunch!

Sincerely,



Daniel Schuler

Public Works Director

801-731-4908 ext. 116 office 385-466-1079 cell

dans@plaincityutah.gov

From: Forms Response Receipts <forms-receipts-noreply@google.com>
Sent: Friday, March 20, 2026 9:10 AM
To: Dan Schuler <dans@plaincityutah.gov>
Subject: Thanks for filling out this form: Full MWPP Survey - 2026

Google Forms

Thanks for filling out this form: [Full MWPP Survey - 2026](#)

You're receiving this email because you filled out the following form using your email address. **This form is owned by State of Utah.** Make sure you recognize and trust this form before copying or clicking on any links. If it looks suspicious, [report it](#).

Here's what was received.

Full MWPP Survey - 2026

Municipal Wastewater Planning Program survey for the year 2025.

Email *

dans@plaincityutah.org

Section I: General Information

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions page](#)

What is the name of the Facility? *

Plain City

What is the Name of the person responsible for this organization?

*

Daniel Schuler

What is the Title of the person responsible for this organization? *

Public Works/Parks Director

What is the Email Address for the person responsible for this organization? *

dans@plaincityutah.org

What is the Phone number for the person responsible for this organization? *

385-466-1079

Please identify the Facility Location? *

Please provide either Longitude and Latitude, address, or a written description of the location (with area or point).

4160 West 2200 North Plain City Utah 84404

Are you a federal facility?

A federal facility is a military base, a national park, or a facility associated with a federal government organization (e.g., BLM, Forest Service, etc.)

- Yes
- No

Financial Evaluation Section

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

This section is completed by:

Daniel Schuler

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

- Yes

- No

Are you collecting 95% or more of your anticipated sewer revenue?

Yes

- No

Are Debt Service Reserve Fund requirements being met?

Yes

- No

Where are sewer revenues maintained?

- General Fund
- Combined Utilities Fund
- Other

What was the average MONTHLY User Charge for 2025?

23.00

Do you have a water and/or sewer customer assistance program (CAP)?

Yes

- No

Are property taxes or other assessments applied to the sewer systems?

- Yes

No

What is the yearly amount of revenue that you receive from these taxes?

N/A

Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

Yes

No

Are projected sewer revenues sufficient to cover operation & maintenance, and repair and replacement costs for the next five years?

Yes

No

Does the sewer system have sufficient staff to provide proper operation & maintenance, and repair and replacement?

Yes

No

Has a repair and replacement sinking fund been established for the sewer system?

Yes

No

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

Yes

• No

Are sewer revenues sufficient to cover all costs of current capital improvements projects?

Yes

• No

Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

Yes

• No

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

Yes

• No

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

• Yes

• No

Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

• Yes

No

Have you completed a rate study within the last five years?

Yes

No

Do you charge Impact fees?

Yes

No

If you charged Impact Fees, how much were they? =

If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.

\$3375.00

Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

Yes

No

Do you maintain a Plan of Operations?

Yes

No

Have you updated your Capital Facility Plan within the last five years?

Yes

No

In what year was the Capital Facility Plan last updated?

2026

Do you use an Asset Management system for your sewer systems?

Yes

No

Do you know the total replacement cost of your total sewer system capital assets?

Yes

No

Replacement Cost =

Unknown

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

Yes

No

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

Unknown

Describe the Asset Management System. Check all that apply:

- Spreadsheet
- GPS
- Accounting Software
- Specialized Software

What is the 2025 Capital Assets Cumulative Depreciation for your facility?

\$3,815,508.00

What is the 2025 Capital Assets Book Value?

Book Value = (total cost) - (accumulated depreciation)

\$10,228,007.00

Cost of projected capital improvements - Please enter a valid numerical value - 2025?

\$1,500,000.00

Cost of projected capital improvements - Please enter a valid numerical value - 2026 through 2030?

\$1,500,000.00

Cost of projected capital improvements - Please enter a valid numerical value - 2031 through 2035?

Unknown

Cost of projected capital improvements - Please enter a valid numerical value - 2036 through 2040?

Unknown

Cost of projected capital improvements - Please enter a valid numerical value - 2041 through 2045?

Unknown

Purpose of Capital Improvements - 2025? Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2026 through 2030? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2031 through 2035 Check all that apply.?

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2036 through 2040? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements from 2041 through 2045? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

- True
- False

Do you have a collection system? *

- Yes
- No

Collection System

Including piping and lift stations.

This form is completed by [name]?

The person completing this form may receive Continuing Education Units (CEUs).

Daniel Schuler

Part I: SYSTEM DESCRIPTION

Please answer the following questions regarding SYSTEM DESCRIPTION.

What is the largest diameter pipe in the collection system?

Please enter the diameter in inches.

15

What is the average depth of the collection system?

Please enter the depth in feet.

8'

What is the total length of sewer pipe in the collection system?

Please enter the length in miles.

56

How many lift/pump stations are there in the collection system?

18

What is the largest capacity lift/pump station in the collection system?

Please enter the design capacity in gpm.

15

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

- Yes
- No

What year was your collection system first constructed?

This can be an approximate guess if you really are not sure.

1972

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed?

If more than one, cite the oldest.

1972

Part II: DISCHARGES

Please answer the following questions regarding DISCHARGES.

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure, except plugged laterals?

0

Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

How many Class 1 SSOs were there in Calendar year 2025?

0

How many Class 2 SSOs were there in Calendar year 2025?

0

Please indicate what caused the SSO(s) in the previous 2 questions.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Please answer the following questions regarding NEW DEVELOPMENT.

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

- Yes
- No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

- Yes
- No

What is the number of new commercial/industrial connections in 2025?

0

What is the number of new residential sewer connections added in 2025?

24

How many equivalent residential connections are served?

3004

Part IV: OPERATOR CERTIFICATION

Please answer the following questions regarding OPERATOR CERTIFICATION.

How many collection system operators do you employ?

6

What is the approximate population served?

8700

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Daniel Schuler- Collection II, SLS-1 dans@planicityutah.gov

Please list all other wastewater collection system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Justin Thomas - Grade II

Please list all other wastewater collection system operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Hayden Napoli, Dan Evans, Pasion Payne

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

Part V: FACILITY MAINTENANCE

Please answer the following questions regarding FACILITY MAINTENANCE.

Have you implemented a preventative maintenance program for your collection system?

Yes

No

Have you updated the collection system operations and maintenance manual within the past 5 years?

Yes

No

Do you have a written emergency response plan for sewer systems?

Yes

No

Do you have a written safety plan for sewer systems?

Yes

No

Is the entire collections system TV inspected at least every 5 years?

Yes

- No

Is at least 85% of the collections system mapped in GIS?

Yes

- No

Part VI: SSMP EVALUATION

Please answer the following questions regarding SSMP EVALUATION.

Have you completed a Sewer System Management Plan (SSMP)?

Yes

- No

Has the SSMP been adopted by the permittees governing body at a public meeting?

Yes

- No

Has the completed SSMP been public noticed?

Yes

- No

USMP Public Notice Date

Date of public notice?

MM DD YYYY

04 / 01 / 2021

Continue 1

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Yes

No

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

Sonic Read, Record keeping, manhole inspections and I.N.I - infiltration study was added 2025

During 2025, was any part of the SSMP audited as part of the five year audit?

Yes

No

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

Lagoon System/Sewer Treatment, Record keeping and qualifications of employees/certifications.

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

Yes

- No

Does the collection system have more than 2,000 connections?

Yes

- No

Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system?

Yes

- No

Part VII: NARRATIVE EVALUATION

Please answer the following questions regarding NARRATIVE EVALUATION.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Continuing to update lift stations, adding emergency backup power, increasing pump HP size,

What sewerage system capital improvements does the utility need to implement in the next 10 years?

Land Application, Capacity updates and aeration system

What sewerage system problems, other than plugging, have you had over the last year?

Infiltration and a few lift stations still need to be rehabbed or removed from the sys. and go with gravity line in place of.

Is your utility currently preparing or updating its capital facilities plan?

- Yes
- No

Does the municipality/district pay for the continuing education expenses of operators?

- 100%
- Partially
- Does not pay

Is there a written policy regarding continued education and training for wastewater operators?

- Yes
- No

Do you have any additional comments?

To the best of my knowledge, the Collections System section is completed and accurate

- True
- False

Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. If this section was bypassed by mistake, in the next question you will have the option to return to the questions on a Collection System. If you are good with the progress up to now, next you will determine what kind of Wastewater Treatment you have, or you can choose NO Wastewater Treatment.

What kind of wastewater treatment do you have in your wastewater treatment system?

- Mechanical Plant
- Discharging Lagoon
- Non-Discharging Lagoon
- No Treatment of Wastewater
- Collections (go back to Collections)

Discharging Lagoon

This form is completed by [name]?

The person completing this form may receive Continuing Education Units (CEUs).

Daniel Schuler

Part I: Influent Information

Please answer the following questions regarding INFLUENT into your lagoon.

What is the design basis or rated capacity for average daily flow in MGD?

.6 MGD

What is the design basis or rated capacity for average daily BOD loading in lb/day?

45

What is the design basis or rated capacity for average daily TSS loading in lb/day?

45

What was the 2025 average daily flow in MGD?

.43

What was the 2025 average daily loading for BOD in lb/day?

.31

What was the 2025 average daily loading for TSS in lb/day?

51

What is the percent of capacity used by the 2025 average daily flow?

.....

What is the percent of capacity used by the 2025 average daily BOD load?

30

What is the percent of capacity used by the 2025 average daily TSS?

25

Part II: EFFLUENT INFORMATION.

Please answer the following questions regarding EFFLUENT.

How many notices of violation (NOV)s did you receive for this facility in 2025?

0

Part III: DISCHARGES

Please answer the following questions regarding DISCHARGES.

How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows?

0

How many days in the past year was there a bypass or overflow of wastewater at the facility due to equipment failure?

0

Part IV: FACILITY AGE

Please answer the following questions about FACILITY AGE. If your plant does not have the treatment unit please enter N/A.

In what year was your HEADWORKS evaluated?

2022

In what year was your HEADWORKS most recently constructed, upgraded, or renewed?

2025

What is the age of your HEADWORKS?

Less than a year old.

In what year was your LAGOON evaluated?

2019

In what year was your LAGOONS (including aeration) most recently constructed, upgraded, or renewed?

2020

What is the age of your LAGOONS (including aeration)?

Updated 6 years ago

In what year was your DISINFECTION SYSTEM evaluated?

2019

In what year was your DISINFECTION SYSTEM most recently constructed, upgraded, or renewed?

2020

What is the age of your DISINFECTION SYSTEM?

7 years old

In what year was your LAND APPLICATION/DISPOSAL evaluated?

2018

In what year was your LAND APPLICATION/DISPOSAL most recently constructed, upgraded, or renewed?

dredged in 2019

What is the age of your LAND APPLICATION/DISPOSAL?

The unnamed ditch along 5100 West N/A

Part V: NEW DEVELOPMENT

Please answer the following questions regarding NEW DEVELOPMENT.

How many commercial/industrial connections were added in 2025?

0

How many residential sewer connections were added in 2025?

24

How many equivalent residential connections did you serve in 2025?

2704

Part VI: OPERATOR CERTIFICATION

Please answer the following questions regarding OPERATOR CERTIFICATION

How many treatment operators do you employ?

4

Utah administrative rules require all public system operators with Direct Responsible Charge (DRC) to be appropriately certified at least at the facility's grade. Please list the designated Chief Operator/DRC for the wastewater treatment system below. Please give their first and last name, grade level, and email address.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Daniel Schuler SLS -1, Treatment - 1 dans@plaincityutah.gov

Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Chris O Rourke - Treatment - 1

Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV. Include operators with no certification.

Dan Evans - No Certification, Justin Thomas - No Certification

Is/are all your DRC operators currently certified at the appropriate grade level for this facility?

Yes

No

Part VII: FACILITY MAINTENANCE

Please answer the following questions regarding FACILITY MAINTENANCE.

Have you implemented a preventative maintenance program for your treatment system?

Yes

No

Have you updated the treatment system operations and maintenance manual within the past five years?

Yes

No

Identify the types of treatment units at your facility.

Screening

Grit Removal

Lagoon Variations

Phosphorous Treatments

Chlorine Disinfection

UV Disinfection

- Land Application/Disposal

To the best of my knowledge I certify the discharging lagoon portion of the MWPP survey to be correct and accurate.

True

- False

Adopt & Sign

I have reviewed this report and to the best of my knowledge the information provided in this report is correct. *

True

- False

Has this been adopted by the City Council or District Board? *

- yes

No

Not Adopted by Council

What date will it be presented to the City Council or District Board? *

MM DD YYYY

04 / 16 / 2026

End of Survey

This is the end of the survey. Please make sure you have submitted your responses for each section. Thank you for your participation.

Also, if you want a copy of your response to this survey you must click the button immediately below and you must do it before you submit the survey.

[Create your own Google Form](#)

Does this form look suspicious? [Report](#)

3/27/26, 11:36 AM

Mail - Diane Hirschi - Outlook



Outlook


Re: agenda for tonight

From Brian Bingham <brian@propertiesforhope.com>

Date Fri 3/27/2026 11:04 AM

To Diane Hirschi <dianeh@plaincityutah.gov>

Cc Jake Hone <jake@growdev.com>

 1 attachment (2 MB)

Kelly's Cove Conditional Use Permit Application revised 3-27-26.pdf;

Thanks Diane! Also, here's an updated version that includes the updated open space drawing with the exact number (0.99acres or 32%).

Brian



Re: agenda for tonight

From Brian Bingham <brian@propertiesforhope.com>

Date Fri 3/27/2026 9:39 AM

To Diane Hirschi <dianeh@plaincityutah.gov>; Jake Hone <jake@growdev.com>

I've added a notional budget for the HOA showing financial viability and revised the site plan to show 14 stand alone single family home plots rather than 12 twin home and 6 stand alone plots that were in the original. I'm still waiting on the exact new open space acreage but we were at 43% before and we didn't lose very much with the shift to stand alone plats so we should be still well above the minimum amount of 15%. As soon as I have the exact number I'll send it to you.

Brian

On Fri, Mar 27, 2026 at 9:33 AM Diane Hirschi <dianeh@plaincityutah.gov> wrote:

Thank you. Do you know what changed so I can let the council know?

Diane W Hirschi, CMC

City Recorder

Plain City

801-731-4908

From: Brian Bingham <brian@propertiesforhope.com>

Sent: Friday, March 27, 2026 9:28 AM

To: Diane Hirschi <dianeh@plaincityutah.gov>; Jake Hone <jake@growdev.com>

Subject: Re: agenda for tonight

Hi Diane,

Please see the attached revised packet for Kelly's Cove.

Thanks,

Brian



Updated

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 _____ 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,



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 14 lots, or 4.47 lots / acre; below the maximum density limits of the SHO which allows for 6 units per acre. 14 single homes will be built on the 14 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 XX% 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). The 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, dimensions, 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 **14 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 APOINT IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48'EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND THENCESOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THESOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, RUNNING THENCE SOUTH 87D07' WEST 262.32 FEET, THENCESOUTH 5D59' WEST 171.54 FEET; THENCE SOUTH 88D16' EAST280 FEET; THENCE NORTH 192.32 FEET, MORE OR LESS, TOPOINT OF BEGINNING.

Exhibit B- Site plan

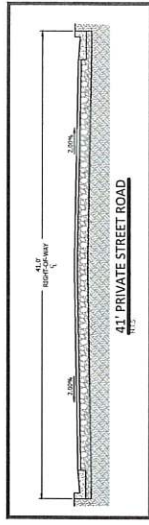
Site Data

PROPERTY: 3.13 AC
 LOTS: 4

2 CAR GARAGE/2 CAR DRIVEWAYS
 32' PAVED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 35'
 MAX. YARD: N/A
 REAR YARD: N/A
 INT. SIDE YARD: 30'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A

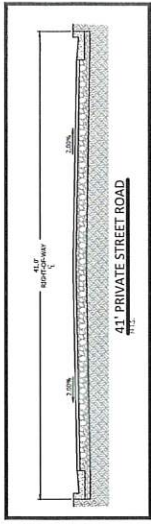


Site Data

3.13 AC
 PROPERTY: F
 LOTS: 43,144 SQ/0.59 AC OR 274
 2 CAR GARAGEZ CAR DRIVEWAYS
 7% PROVIDED

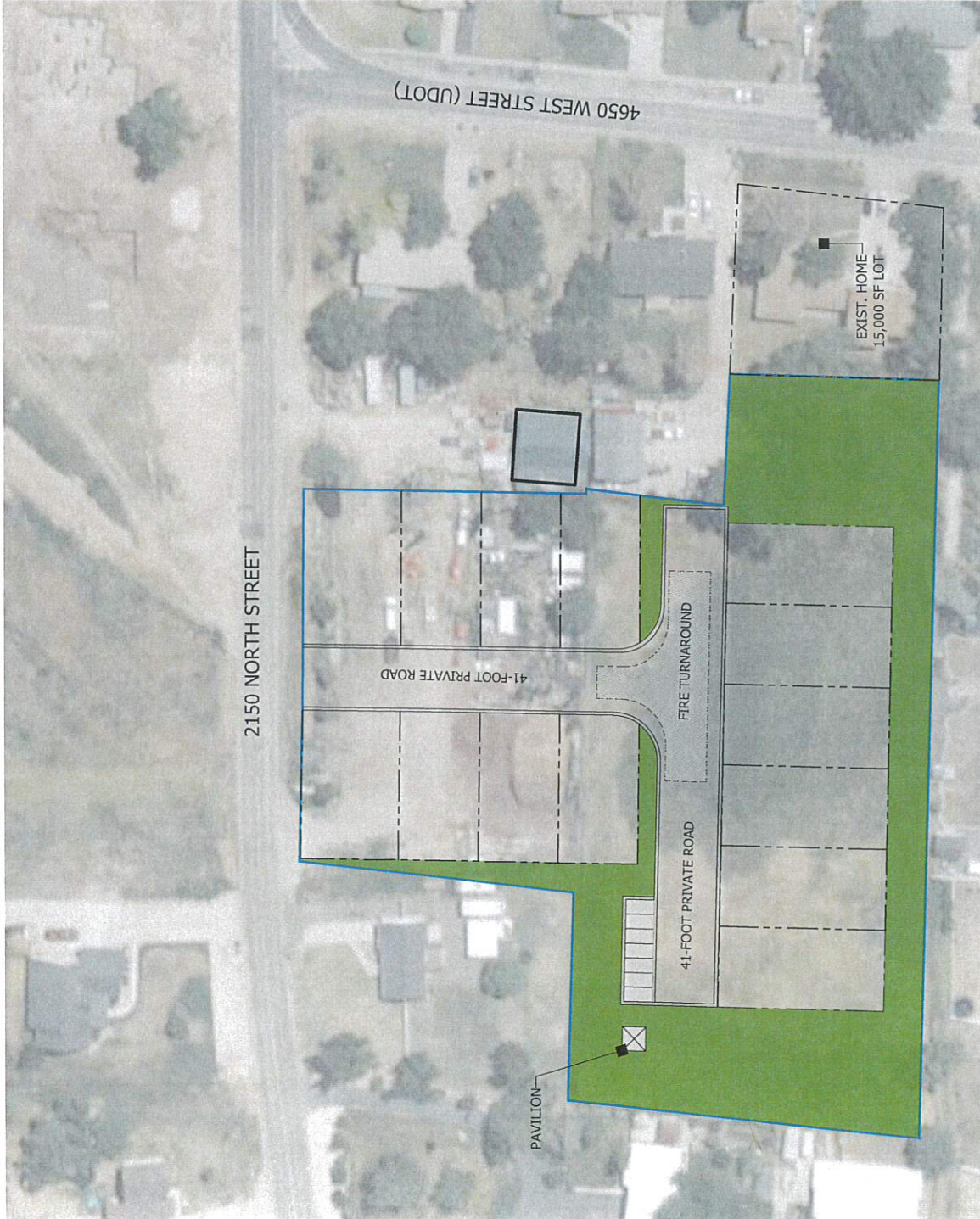
Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 35'
 FRONT YARD: 25'
 INT. SIDE YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



Drawn: T. Robinson
 Date: 1/15/2021
 Project No.: 27 March
 Date: 18650_Concept Plan_2021.0329

This plan is for illustrative purposes only.



PLAIN CITY SENIOR OVERLAY

OPPIN SPACE PLAN

PLAIN CITY, WEBER COUNTY, UTAH

HUNT - DAY
 2445 ANSHUTE DRIVE, ST. 200
 SYRACUSE, UT 84405
 PH: 801.464.4774





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 14. This shall be a combination of Twin Homes and Single Family Units. This is a density of approximately 4.47 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 acre or 32%

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. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
 - c. 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. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
 - e. Room thresholds that are flush.
 - f. Adequate lighting throughout the dwelling unit.
 - g. Provide lever door handles and rocker light switches.
 - h. Provide additional closet rod brackets to allow potential access from a wheelchair.
 - i. 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. 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 3rd 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 3rd 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 the State of Utah; and
 - i. Carry a minimum of 1 million dollars insurance for liability and fidelity.
6. 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.

See Exhibit E for a notional HOA budget, subject to a reserve study.

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

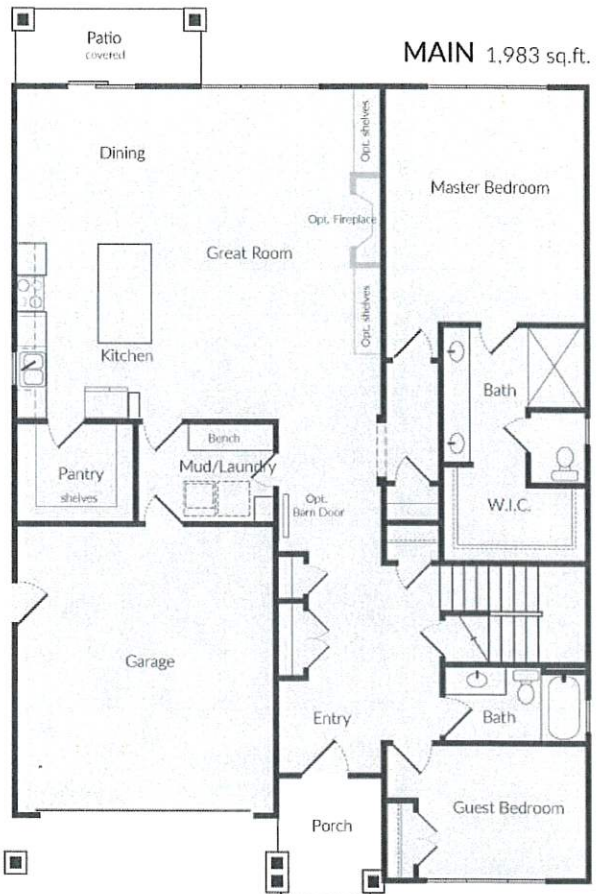
1. The Plain City Zoning Ordinance provides that certain uses, which may be harmonious under special conditions and in specific locations, but improper under general conditions and in other locations are classified as conditional uses and require conditional use permits.
2. A conditional use permit can 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.



Single Family Homes

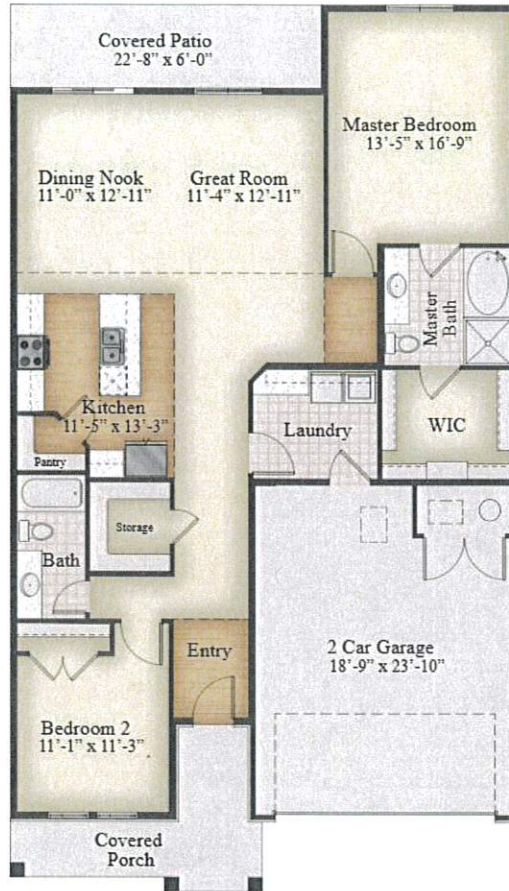
Example floor plans & elevations shown are concept plans demonstrating general ideas. Actually floor plans & elevations will differ from the examples to fit the requirements of the SHO (eg, single floor living, size of garage), but shall be of similar nature in both style and materials.

Exhibit D





Example 2:



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



Exhibit E

EXPENSES	Annual	Monthly	Monthly Per unit
ADMINISTRATION			
8220 Tax Filing/CPA	\$600.00	\$50.00	\$3.57
8222 Reserve Study (site due at build-out)	\$-	\$-	\$-
8225 Licenses & Fees (County/State/1099s/Data)	\$900.00	\$75.00	\$5.36
8365 Legal Fees	\$1,000.00	\$83.33	\$5.95
8366 Collections/Unpaid HOA Dues	\$-	\$-	\$-
8410 Insurance (common area - no home coverage)	\$2,000.00	\$166.67	\$11.90
8440 Management Fees	\$7,500.00	\$625.00	\$44.64
Total ADMINISTRATION	\$ 12,000.00	\$ 1,000.00	\$ 71.43
Total CAPITAL RESERVES - See below**	\$ 4,000.00	\$333.33	\$23.81
LANDSCAPE MAINTENANCE - OPEN SPACE			
7210 Landscaping (Apr-Nov)	\$7,500.00	\$625.00	\$44.64
7215 Landscape Extras (Tree Program)	\$1,000.00	\$83.33	\$5.95
7220 Landscape Enhancement (replacement shrubs, trees, etc.)	\$2,220.00	\$185.00	\$13.21
7225 Irrigation and Detention Repairs	\$1,200.00	\$100.00	\$7.14
Total LANDSCAPE MAINTENANCE	\$ 11,920.00	\$ 993.33	\$ 70.95
GENERAL MAINTENANCE			
7530 Snow Removal	\$ 3,100.00	\$258.33	\$18.45
7614 General Repairs & Maintenance (Shared Space)	\$ 1,500.00	\$125.00	\$8.93
Total GENERAL MAINTENANCE	\$ 4,600.00	\$ 383.33	\$ 27.38
UTILITIES			
5225 Electric - for Lighting, Irrigation Timer	\$1,200.00	\$100.00	\$7.14
5245 Water - Irrigation for Park/Open Space Only	\$5,500.00	\$458.33	\$32.74
Total UTILITIES (COMMON AREAS)	\$ 6,700.00	\$ 558.33	\$ 39.88
Total EXPENSES SHARED	\$39,220.00	\$3,268.33	\$233.45

SHARED MONTHLY EXPENSES ALL HOMES: \$233.45

**Reserves are additionally funded with portion of the Reinvestment Fee (aka Transfer Fee) on all home sales, due at close). The reinvestment fee is set at \$1,000.