

PLAIN CITY COUNCIL
MINUTES OF WORK MEETING
April 16, 2026

The City Council of Plain City convened in a work meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, April 16, 2026 also accessible via ZOOM beginning at 5:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Luigi Panunzio and Jan Wilson
Excused: Diane Hirschi, Councilmember Rachael Beal
Staff: Brandan Quinney, Dan Schuler, Stacy Adams
Present: Brian Bingham, Jake Home, Katelyn Shaw
Via on Zoom:

Discussed: Senior Housing Overlay Zone for Kelly's Cove along with submitted Conditional Use Application and Development Agreement.

The Council evaluated considerable changes made to the Kelly's Cove proposal presented by the applicant. The City Attorney and Council addressed previous Planning Commission concerns regarding neighborhood compatibility and density, the proposal was reduced from the original 18 to 14 units (approximately 4.5 units per acre). The developer transitioned the project design from twin-home configurations to 14 standalone single-family dwellings.

The Council restated issues regarding the long-term sustainability of the project and its impact on municipal liability. Several issues were discussed for the project. The focus was on HOA Sustainability and whether a reduced 14-unit HOA would possess the financial capacity to maintain private infrastructure. Specific concern was raised regarding the maintenance of side-yard driveways. If the HOA fails to maintain these private access points, the City risks inheriting significant maintenance liabilities. Councilmembers also clarified that while homes have individual utility stubs, the main sewer and water lines within the private road would remain private. The Council emphasized that the City must remain shielded from any maintenance or repair obligations for these internal systems. The Council confirmed the necessity of a 25-foot garage setback. This standard is strategically required to ensure that large modern vehicles can be parked in driveways without encroaching on sidewalks or interfering with traffic circulation on the private road. The Council discussed having only one entrance to the subdivision as an issue but unable to move due to UDOT standards. The Developer stated that a traffic study would be provided if warranted as the projects moves forward. Council also discussed adding additional amenities to Exhibits B section, such as a walking path and open space.

Following these negotiations, the council determined that the development agreement required further technical refinements. Additional documents, such as will serve letters from each entity, included with the development agreement. It was the consensus of the developer and council to remove the item from the regular agenda for this evening to allow the city attorney and the developer to complete a comprehensive redline of the agreement and technical exhibits.

Work Meeting concluded at 6:26 pm and the council transitioned into the regular City Council meeting.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
April 16, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, April 16, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Jed Jenkins (arrived 7:55pm), Luigi Panunzio and Jan Wilson
Excused: Diane Hirschi, Councilmember Rachael Beal
Staff: Brandan Quinney, Dan Schuler, Stacy Adams
Present: Lt. Horton, Katelyn Shaw, Tyler Buxton, Kirk Nigro, Sherry Barker, Josh Sully, Blake Neil, Blair Himelright, David Pitcher, Matt McBride, Todd Moyes, Charis Sully, Carson Jones
Via on Zoom: Mike Davey, Michael, M Moyes, Mike Phillips
Call to Order: Mayor Meyer
Pledge of Allegiance: Councilmember Wilson
Invocation/Moment of Silence/Thought: Mayor Meyer

Presentation Blake Neil & Shawna Faulkner

Mayor Meyer wanted to recognize the service of Planning Commission members Blake Neil and Shawna Faulkner. The Mayor recognized Blake Neil for his 17 years of dedicated service on the Planning Commission. Mayor Meyer commended Mr. Neil for his professionalism and longevity through various administrations. Mr. Neil reflected on his entry into service in 2009, noting he was encouraged by his wife saying that he went to school for urban environmental planning and that professional background provided invaluable technical expertise to the City. The Mayor also recognized Shawna Faulkner for her excellent service on the Planning Commission and thanked her for her eight years of service. Since she couldn't be here tonight, Diane will make sure she gets her token of appreciation.

Approval of Minutes March 19, 2026

Councilmember Wilson moved to approve the minutes from March 19, 2026 as presented. Councilmember Panunzio, seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.

Comments: Public

Katelyn Shaw raised significant concerns regarding the pace of residential growth and the resultant strain on existing infrastructure, particularly traffic congestion on 2200 N near the high school.

Todd Moyes noted historical wetlands and soil instability in the western basin. He cautioned that approving construction on unstable ground could result in future home condemnations, creating significant legal liability for the City.

Report from Planning Commission

Commissioner Matt McBride provided a summary of last Planning Commission meeting, including a public hearing for the Stewart Living Trust rezone and ongoing deliberations regarding Detached Accessory Dwelling Unit (DADU) ordinances. He also confirmed that the Legacy Heights subdivision has met all necessary criteria for approval and will be coming to the Council.

Discussion/Motion Ordinance - Rocky Mountain Power Franchise Agreement

The Council reviewed the 30-year renewal of the franchise agreement with Rocky Mountain Power. Discussions focused on clarifying City authority and Rocky Mountain Power obligations. It was determined that Section 2.1 was redundant as it duplicated existing municipal regulatory authority. Additionally, the Council also agreed the requirement that Rocky Mountain Power must remove abandoned facilities from public rights-of-way within 12 months at their own expense. **Councilmember Favero moved to approve Ordinance #2026-03 Rocky Mountain Power Franchise Agreement with the exclusion of Section 2.1. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion Ordinance - Rezone A-2 to RE 18.5 - Western Basin Land & Livestock - David Pitcher

David Pitcher clarified that this rezone is a technical requirement to facilitate a lot line adjustment on the south end of the property. **Councilmember Wilson moved to approve Ordinance #2026-04 as the rezone A-2 to RE 18.5 - Western Basin Land & Livestock Property. Councilmember Favero seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

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April 16, 2026

Discussion/Motion Ordinance - Residential Overlay Zone - Winegar Trust & Western Basin Land & Livestock - David Pitcher
The Council addressed a request for a Residential Overlay. City Attorney Brandon Quinney advised that under City Code, the City requires a Conditional Use application to ensure the municipality has a legal mechanism to hold the developer to specific site-plan standards and amenities are guarantees along with a Development Agreement that is not covered in a standard rezone application. **Councilmember Favero moved to table Residential Overlay Zone - Winegar Trust & Western Basin Land & Livestock to a future work meeting to review the conditional rezone application and development agreement. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion - Subdivision Amendment for Tyler Buxton & Blair Himelright - 1810 N 3375 W
The Council reviewed a proposal for a 20-foot lot line adjustment to improve access to landlocked parcels. **Councilmember Wilson moved to approve the Subdivision Amendment for Tyler Buxton & Blair Himelright. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion - Senior Housing Overlay Zone - Kelly's Cove - Conditional Use/Development Agreement
This was discussed at work meeting held prior to this meeting. **Councilmember Wilson moved to remove Senior Housing Overlay Zone - Kelly's Cove - Conditional Use/Development Agreement from the agenda as also requested by the Developer and bring back to a future work meeting. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion Ordinance - Rezone A-1 to RE-30 - 5500 W 2050 N - Susan Stewart Living Trust - Carson Jones
The Council reviewed a 37-lot development at 5500 W 2050 N. Commissioner Ortega explained the General Plan inconsistencies regarding RE-30 and RE-40 in low-density designations. **Councilmember Favero moved to approve Ordinance #2026-05 Rezone A-1 to RE-30 - 5500 W 2050 N - Susan Stewart Living Trust property. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion - Development Agreement for The Church of Jesus Christ of Latter-Day Saints 3650 W N PC Rd - Mike Davey
This agreement ensures that the Church of Jesus Christ of Latter-day Saints will assume full responsibility for the installation and maintenance of the park strip on 3650 W should the adjacent protection strip be transferred to City ownership. **Councilmember Favero moved to approve the Development Agreement for The Church of Jesus Christ of Latter-Day Saints. Councilmember Wilson seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion - Approval of 2026 MWPP Survey
Dan stated this is an annual requirement. The Council evaluated the annual Municipal Wastewater Planning Program assessment. **Councilmember Panunzio moved to approve the 2026 MWPP Survey. Councilmember Wilson seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion – Interlocal Agreement Regarding 2200 N Annexation
The Council evaluated the conditions and road improvements Weber County has committed to completing using County funds. The City will annex the property after the road base is installed, accepting the 22-foot width at this stage, the City is making a deferral of immediate capital expenditures and eminent domain proceedings for the eventual 33-foot right-of-way. Road base installation is required by July 1, 2026 for the warranty deadline. **Councilmember Wilson moved to approve Resolution #2026-02 Authorizing the Mayor to sign the Interlocal Agreement Regarding 2200 N Annexation. Councilmember Favero seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

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Discussion/Motion Set Budget Public Hearings: 2026-27 Tentative Budget for May 7, 2026-27 Final Budget for June 18, 2025-26 Final Adjustments for June 18

The Council established the hearing schedule for the upcoming City fiscal budgets

Councilmember Wilson moved to set budget public hearings for 2026-27 tentative budget for May 7, 2026-27 final budget for June 18, 2025-26 final adjustments for June 18. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.

Motion: Approval of Business Licenses

New Home Occupation

Tam's Upcyclyery	2611 N 3375 W	Tamara Smith	Upcycling Home Decor & Furniture
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Renewal Home Occupation

Cole Truscott Industrial	3406 W 2350 N	Cole Truscott	Industrial Controls
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Sweet Honey Quilts	3168 N 3450 W	Shaylene Engh	Long Arm Quilting
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Councilmember Panunzio moved to approve the business licenses as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 3/19/2026 - 3/31/2026 and 4/1/2026 - 4/14/2026. **Councilmember Wilson moved to approve the warrant register for 3/19/2026 to 3/31/2026 and 4/1/2026 to 4/14/2026. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Report from City Council

Councilmember Favero reported on state-mandated changes to landfill compaction methods, ramp-style filling, and the requirement to update compost terminology for technical compliance and upgrading equipment.

Councilmember Beal Mayor Meyer read info provided by Councilmember Beal who is absent due to CERT training.

Emergency Manager Update: Working with Madison Aviles to get a stop-gap Emergency Operations Plan in place while we work on one tailored for Plain City, Plain City is in the process of being verified for the City Everbridge Account.

America250 Utah Plain City: An additional \$1,200 stipend was offered that applied for, bringing the City's total funding to \$3,700. Met with Jason and Nikki of Mason's Bench and they are really excited about the Service Project which is scheduled for June 6th at the Town Square Park. Fremont HS is planning on letting us set up a box to collect skateboard decks. Going to engage with True Value and Home Depot for supply donations. Have asked the Fremont Student Government Mentor if students would like to assist in heading the Time Capsule project.

Western Weber CTC: April 25th 10:00 am - 2:00 pm is National Prescription Drug Takeback Day at Kents. Visit their booth and enter the raffle for a free medication lock box

Councilmember Jenkins stated he was unable to attend the last Mosquito abatement meeting. The Fire Chief had nothing to report.

Councilmember Wilson stated Colette has reported high participation in current recreation programs, with 103 basketball teams and 770 participants and 25 teams registered for the new volleyball program. Upcoming track and baseball programs getting going. Acquiring the Health Dept inspections and certifications for concessions. Lots of planning for the 4th of July.

Councilmember Panunzio confirmed the City has secured access to the Ogden Real Time Crime Center (ATAC), allowing real-time monitoring of municipal parks by law enforcement.

Mayor Meyer noted the 3600 W construction start for June 2026. Cited continued administrative delays in finalizing animal control service terms with the County and would like to set up a meeting with Animal Control and Councilmember Panunzio if possible.

At 8:06 p.m. Councilmember Jenkins moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.

Mayor

City Recorder

Date approved _____

PLAIN CITY REQUESTED BUDGET FOR 2026-2027 FISCAL YEAR

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
GENERAL FUND					
TAXES					
10-31-10	CURRENT YEAR PROPERTY TAX	228,116	230,000	230,000	217,537
10-31-20	REDEMPTIONS	2,500	2,500	2,500	3,474
10-31-25	REGISTERED VEHICLES	20,000	17,723	17,723	19,825
10-31-30	SALES AND USE TAXES	1,600,000	1,750,000	1,750,000	1,694,018
10-31-32	RAMP TAXES	7,833	7,833	8,000	11,833
10-31-40	FRANCHISE TAXES	400,000	475,000	475,000	471,488
10-31-45	TELECOMMUNICATIONS TAXES	18,000	18,000	18,000	20,743
10-31-50	CELL TOWER REVENUE	65,000	31,473	32,000	32,000
10-31-60	RAMP TAX	-	-	-	-
	Total TAXES	2,341,449	2,532,530	2,533,223	2,470,917
LICENSES AND PERMITS					
10-32-10	BUSINESS LICENSES AND PERMI	8,000	8,000	8,000	8,205
10-32-21	BUILDING PERMITS	450,000	221,807	225,000	602,830
	TOTAL LICENSES AND PERMITS	458,000	229,807	233,000	611,035
INTERGOVERNMENTAL					
10-33-56	CLASS "C" ROAD FUND ALLOTM	425,000	528,618	528,618	507,134
10-33-57	UDOT GRANTS	-	-	-	52,500
10-33-59	CDBG GRANT	-	-	-	-
10-33-60	STATE GRANTS	120,000	2,090	120,000	-
10-33-61	CONTRIBUTIONS FROM OTHER C	145,000	160,843	160,843	150,125
10-33-62	OGDEN CITY AMBULANCE REIM	30,000	-	-	-
10-33-63	WACOG/WEBER CO 3600 W	-	-	-	-
	TOTAL INTERGOVERNMENTAL	720,000	691,551	809,461	709,760

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
CHARGES FOR SERVICES					
10-34-41	ENGINEERING FEES	-	-	-	-
10-34-43	LANDFILL FEES	1,070,000	1,080,000	1,080,000	1,080,080
10-34-50	ENGINEERING REIMBURSEMENT	25,000	20,381	20,381	29,600
10-34-60	EXCAVATION PERMIT FEES	-	-	-	-
10-34-65	CEMETERY BURIAL FEES	5,000	-	2,500	1,950
10-34-73	CHEER CLUB FEES	3,000	-	-	-
10-34-74	PARK RENTAL FEES	1,800	2,041	2,041	2,900
10-34-75	RECREATION FEES - BASEBALL	50,000	50,000	52,500	45,526
10-34-76	REC FEES-BASKETBALL	45,000	45,000	47,000	46,715
10-34-77	RECREATION FEES - FOOTBALL	31,000	35,000	37,000	45,277
10-34-78	TRACK CLUB	6,000	6,000	6,000	5,135
10-34-79	CORNHOLE	400	-	-	19
10-34-80	VOLLEYBALL	5,600	4,500	4,500	6,093
TOTAL CHARGES FOR SERVICES		1,242,800	1,242,922	1,251,922	1,263,294
COURT FINES					
10-35-10	COURT FINES	25,000	23,900	25,000	25,682
TOTAL COURT FINES		25,000	23,900	25,000	25,682
MISCELLANEOUS REVENUES					
10-36-10	INTEREST EARNINGS	220,000	232,071	232,071	100,710
10-36-40	4TH OF JULY REVENUES	30,000	32,792	32,792	30,680
10-36-41	FOUNDERS DAY REVENUE	-	-	-	-
10-36-42	CULTURAL ACTIVITIES	-	-	-	-
10-36-50	STREET LIGHT REVENUE	-	-	-	15,232
10-36-61	PARK DONATIONS	-	-	-	-
10-36-62	AMPHITHEATER DONATIONS	-	-	-	-
10-36-90	SUNDRY REVENUES	24,000	26,293	26,293	2,683
10-36-91	RENTAL REVENUE	6,000	8,700	8,700	7,145
10-36-93	FILING FEES	10,000	16,575	16,575	13,825
10-36-94	CREDIT CARD FEES	1,600	1,029	1,029	1,344
10-36-97	GRANTS	-	-	-	-
10-36-98	CARES ACT	-	-	-	-
TOTAL MISCELLANEOUS REVENUES		291,600	317,460	317,460	171,620
IMPACT FEES					
10-37-10	PARK IMPACT FEES	150,000	43,207	45,000	170,908
10-37-40	TRANSPORTATION IMPACT FEE	50,000	12,938	15,000	58,823
10-37-50	PUBLIC SAFETY IMPACT FEE	15,000	2,025	2,100	8,055
TOTAL IMPACT FEES		215,000	58,170	62,100	237,786

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
TRANSFERS FROM OTHER FUNDS					
10-39-01	TRANSFERS TO GENERAL FUND	-	-	-	-
10-39-10	TRANSFER FROM CAPITAL PROJ	-	-	-	-
	USE OF RESTRICTED FUND BALANCE			385,963	
	USE OF UNRESTRICTED FUND BALANCE				
10-39-50	UNAPPROPRIATED CARRYOVER	481,390	-	-	-
TOTAL TRANSFERS FROM OTHER FUNDS		481,390	-	385,963	-
		5,775,239	5,096,340	5,618,130	5,490,093

LEGISLATIVE

10-41-11	SALARIES - WAGES	40,000	51,931	54,683	43,248
10-41-13	SOCIAL SECURITY	3,100	4,162	4,383	3,373
10-41-14	EMPLOYEE BENEFITS	-	662	662	-
10-41-23	TRAVEL	2,000	-	2,000	-
10-41-25	YOUTH COUNCIL	1,000	-	-	-
10-41-26	DONATIONS	1,000	-	-	-
10-41-31	PROFESSIONAL STAFF SALARIES		90	-	2,754
10-41-32	ATTORNEY SERVICES	13,000	11,970	16,000	11,281
10-41-33	EDUCATION AND TRAINING	6,500	8,622	9,000	5,512
10-41-34	AUDIT SERVICES	8,000	6,600	8,000	11,310
10-41-35	OFFICE CAPITAL EQUIPMENT	10,000	4,500	10,000	-
10-41-36	ENGINEERING SERVICES	200,000	77,856	125,000	88,243
10-41-37	OTHER PROFESSIONAL SERVICE	55,000	47,852	20,000	62,863
TOTAL LEGISLATIVE		339,600	214,245	249,728	228,584

JUDICIAL

10-42-11	SALARIES/WAGES	30,600	30,232	31,835	28,820
10-42-13	SOCIAL SECURITY	2,300	2,347	2,472	2,237
10-42-14	EMPLOYEE BENEFITS	2,000	1,814	2,000	1,316
10-42-24	OFFICE SUPPLIES AND EXPENSE	1,000	438	1,000	335
10-42-31	LEGAL COURT SERVICES	10,000	3,750	10,000	10,529
10-42-33	EDUCATION & TRAINING	2,000	2,377	2,500	1,805
TOTAL JUDICIAL		47,900	40,959	49,806	45,042

ADMINISTRATIVE

10-43-11	SALARIES - WAGES	148,575	129,104	147,947	128,462
10-43-13	SOCIAL SECURITY	10,298	9,679	11,192	9,625
10-43-14	EMPLOYEE BENEFITS	55,683	54,091	66,000	49,078
10-43-23	TRAVEL	2,000	1,302	2,000	1,072
10-43-24	OFFICE SUPPLIES AND EXPENSE	10,000	10,745	10,000	10,209
10-43-31	PROFESSIONAL STAFF	28,000	28,173	30,000	27,479
10-43-33	EDUCATION AND TRAINING	2,000	1,812	2,000	265
TOTAL ADMINISTRATIVE		256,556	234,907	269,139	226,190

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
NONDEPARTMENTAL					
10-49-22	PUBLIC NOTICES	7,000	-	5,000	3,206
10-49-50	BANK SERVICE CHARGE	2,500	1,664	2,500	2,235
10-49-51	INSURANCE AND SURETY BOND	45,000	45,000	48,000	42,720
10-49-52	CONTINGENCY	-	-	-	-
10-49-53	4TH OF JULY	75,000	75,000	75,000	82,742
10-49-54	FOUNDERS DAY	2,500	-	2,500	-
10-49-60	CULTURAL ACTIVITIES	1,000	386	1,000	-
10-49-61	POPS CONCERT	2,000	105	2,000	1,840
10-49-62	ECONOMIC DEVELOPMENT FUN	-	-	-	-
10-49-63	EASTER EGG HUNT	2,000	2,000	2,000	2,000
10-49-64	PUMPKIN WALK	2,000	2,000	2,000	1,630
10-49-65	CHRISTMAS TREE LIGHTING	13,000	13,000	14,000	9,012
10-49-76	MISCELLANEOUS EXPENDITURE	38,000	36,600	38,000	34,163
10-49-77	ELECTIONS	12,000	22,807	-	-
TOTAL NONDEPARTMENTAL		202,000	198,562	192,000	179,548
GENERAL GOVERNMENT BUILDINGS					
10-50-11	SALARIES & WAGES	12,000	12,000	12,636	11,973
10-50-13	SOCIAL SECURITY	-	-	-	-
10-50-14	EMPLOYEE BENEFITS	-	-	-	-
10-50-25	SHOP SUPPLY & MAINTENANCE	4,000	3,906	4,000	3,633
10-50-26	BLDGS & GROUNDS - MAINT & C	10,000	23,800	15,000	15,997
10-50-27	UTILITIES	102,000	113,815	120,000	114,231
10-50-28	TECHNOLOGIES	31,500	19,907	30,000	22,046
10-50-35	EQUIPMENT & SUPPLIES	3,000	2,110	3,000	1,613
10-50-74	CAPITAL OUTLAY	40,000	38,911	10,000	-
TOTAL GENERAL GOVERNMENT BUILDING		202,500	214,448	194,636	169,493
PLANNING & ZONING					
	WAGES			50,000	
	SOCIAL SECURITY			3,825	
	BENEFITS			-	
10-52-26	PLANNING COMMISSION EXPEN:	7,000	4,132	7,000	6,962
10-52-30	GENERAL PLAN	130,000	15,671	130,000	6,266
10-52-33	EDUCATION AND TRAINING	2,000	615	2,000	-
10-52-34	PLANNER	-	-	-	-
TOTAL PLANNING AND ZONING		139,000	20,419	192,825	13,229

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
PUBLIC SAFETY					
10-54-11	SALARIES - WAGES	139,692	91,104	95,932	126,240
10-54-13	SOCIAL SECURITY	10,688	6,953	7,322	9,657
10-54-14	EMPLOYEE BENEFITS	21,296	20,022	21,083	17,188
10-54-33	EDUCATION AND TRAINING	2,500	165	165	-
10-54-46	UNIFORMS	-	-	-	-
10-54-47	MEMBERSHIPS & SUBSCRIPTION	-	-	-	-
10-54-48	TRAVEL, E.D.I. ETC.	-	-	-	-
10-54-49	EQUIPMENT SUPPLIES & MAINTI	24,000	24,000	24,000	4,758
10-54-50	WEBER/MORGAN STRIKE FORCE	-	-	-	-
10-54-51	CROSSING GUARD EXPENSES	5,000	-	-	-
10-54-52	CAPITAL PROJECT-AUTO	-	-	-	-
10-54-53	POLICE SERVICE - WCSO	714,196	714,196	787,801	627,892
10-54-54	CRIME SCENE UNIT	-	-	-	-
10-54-55	ANIMAL CONTROL - WCSO	62,487	62,487	62,487	52,660
10-54-56	EMERGENCY PREPAREDNESS	-	-	-	-
10-54-57	PUBLIC SAFETY IMPACT FEES	15,000	15,000	15,000	15,000
10-54-60	CERT	-	-	-	-
10-54-70	Street Light Operation	-	-	-	-
TOTAL PUBLIC SAFETY		994,859	933,926	1,013,790	853,395
TOTAL FIRE PROTECTION					
10-57-11	SALARIES - WAGES	329,446	322,378	339,464	312,862
10-57-13	SOCIAL SECURITY	25,279	24,729	26,040	24,043
10-57-14	EMPLOYEE BENEFITS	9,247	9,045	9,525	8,806
10-57-20	TRAINING & TUITION	7,500	6,825	7,500	4,129
10-57-21	PUBLIC RELATIONS	5,000	966	2,000	1,328
10-57-29	BUILDING (MAINT. & SUPPLIES)	10,000	9,716	10,000	8,001
10-57-30	CERT	2,000	-	-	-
10-57-32	FLEET	30,000	7,171	15,000	34,383
10-57-36	EMERGENCY MITIGATION	2,000	-	-	-
10-57-50	AMBULANCE SERVICE	2,000	-	2,000	-
10-57-56	EMERGENCY MITIGATION	-	-	-	-
10-57-74	CAPITAL OUTLAY	-	-	-	-
10-57-82	EMS SUPPLIES	4,000	3,476	4,000	4,205
10-57-83	RADIO MAINTENANCE	8,000	-	6,000	1,822
10-57-85	FIRE REIMBURSE/TRAINING	1,000	-	1,000	420
10-57-86	FIRE (EQUIPMENT & MAINT)	50,000	14,912	40,000	40,774
10-57-87	FIRE PERSONAL PROTECTION	15,000	731	15,000	11,839
10-57-90	UNIFORMS	7,500	-	4,000	2,525
TOTAL FIRE PROTECTION		507,972	399,950	481,529	455,135

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
STREETS					
10-60-11	SALARIES - WAGES	91,348	104,397	109,930	93,736
10-60-13	SOCIAL SECURITY	6,887	7,901	8,320	7,057
10-60-14	EMPLOYEE BENEFITS	38,491	39,372	41,458	36,117
10-60-20	SAFETY/CLOTHING ALLOWANCE	1,000	-	-	-
10-60-25	EQUIPMENT-SUPPLIES & MAINTENANCE	75,000	47,824	60,000	47,706
10-60-26	SIDEWALK REPAIR & MAINTENANCE	3,000	1,620	3,000	2,057
10-60-30	CLASS C ROAD WORK	400,000	450,000	450,000	603,339
10-60-31	TRANSPORTATION TAX EXPENSES	200,000	187,525	187,525	82,485
10-60-32	FLEET	40,000	27,676	40,000	45,613
10-60-33	EDUCATION AND TRAVEL	6,000	-	6,000	-
10-60-73	TRANSPORTATION GRANT EXPENSES	-	-	-	-
10-60-74	TRANSPORTATION IMPACT FEE	320,000	18,497	320,000	226,574
10-60-75	CAPITAL OUTLAY	-	-	-	-
10-60-76	WACOG/WEBER CO 3600 W	-	-	-	-
TOTAL STREETS		1,181,726	884,810	1,226,232	1,144,684
LANDFILL					
10-65-11	SALARIES - WAGES	27,500	28,776	30,301	28,511
10-65-13	SOCIAL SECURITY	2,107	2,287	2,409	2,232
10-65-14	EMPLOYEE BENEFITS	734	791	833	786
10-65-25	MAINTENANCE & OPERATIONS	10,000	4,628	10,000	11,294
10-65-26	LANDFILL CLOSURE	-	-	-	69,563
10-65-27	LANDFILL/DISPOSAL CHARGES	890,000	864,000	875,000	819,080
10-65-74	CAPITAL OUTLAY	-	-	-	-
TOTAL LANDFILL		930,341	900,482	918,542	931,467
PARKS					
10-70-11	SALARIES - WAGES	83,000	110,726	116,595	83,943
10-70-13	SOCIAL SECURITY	6,360	8,454	8,902	6,422
10-70-14	EMPLOYEE BENEFITS	19,208	26,799	28,219	16,859
10-70-25	EQUIPMENT-SUPPLIES & MAINTENANCE	75,000	93,651	80,000	84,353
10-70-26	UTILITIES	11,500	26,469	29,000	-
10-70-27	RAMP GRANT EXPENDITURES	-	-	-	-
10-70-28	PARKS CAPITAL PROJECTS	6,800	-	20,000	-
10-70-32	FLEET	8,000	22,708	25,000	12,065
10-70-33	EDUCATION AND TRAVEL	-	1,875	2,000	-
10-70-74	PARK IMPACT FEE EXPENDITURES	435,000	14,033	155,000	-
TOTAL PARKS		644,868	304,715	464,717	203,642

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
RECREATION					
10-71-11	SALARIES-WAGES	149,096	137,223	149,496	137,344
10-71-13	SOCIAL SECURITY	10,325	10,804	11,376	10,423
10-71-14	EMPLOYEE BENEFITS	35,997	35,251	37,119	31,489
10-71-25	EQUIPMENT & SUPPLIES/BASEBALL	25,000	1,190	5,000	28,395
10-71-28	CAPITAL PROJECTS RECREATION	16,000	-	-	2,600
10-71-30	TRACK CLUB	3,500	-	3,500	2,403
10-71-33	EDUCATION AND TRAINING	1,000	309	1,000	-
10-71-40	BASKETBALL	30,000	13,142	30,000	23,473
10-71-45	CORNHOLE	1,000	-	-	-
10-71-50	CHEER CLUB	3,000	-	3,000	-
10-71-55	EQUIPMENT & SUPPLIES/FOOTBALL	40,000	48,361	50,000	30,034
10-71-57	REFEREES - FOOTBALL	10,000	9,075	10,000	8,365
10-71-58	VOLLEYBALL	3,000	5,580	7,500	2,889
TOTAL RECREATION		327,918	260,934	307,991	277,413
TRANSFERS					
10-90-06	TRANSFER TO STORM DRAIN	-	-	-	-
10-90-10	CONTRIBUTION TO CAPITAL FUN	-	380,000	57,195	632,084
10-90-15	SURPLUS	-	-	-	-
TOTAL TRANSFERS		-	380,000	57,195	632,084

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
	RESTRICTED REVENUES	935,000	749,721	1,257,524	947,546
	RESTRICTED EXPENSES	1,370,000	685,055	1,257,525	927,398
	NET RESTRICTED	<u>(435,000)</u>	<u>64,666</u>	<u>(0)</u>	<u>20,148</u>
	UNRESTRICTED REVENUES	4,840,239	4,346,619	4,360,606	4,542,548
	UNRESTRICTED EXPENDITURES	4,405,240	4,303,303	4,360,606	4,432,509
	NET UNRESTRICTED	<u>434,999</u>	<u>43,316</u>	<u>(0)</u>	<u>110,039</u>
	TOTAL GENERAL FUND REVENUE	5,775,239	5,096,340	5,618,130	5,490,093
	TOTAL GENERAL FUND EXPENDITURES	5,775,240	4,988,357	5,618,131	5,359,906
	NET REVENUES OVER (UNDER) EXPENDITURES	<u>(1)</u>	<u>107,982</u>	<u>(1)</u>	<u>130,187</u>

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
CLASS IV LANDFILL					
20-36-10	INTEREST EARNINGS	50,000	19,529	20,000	21,680
20-39-51	TRANSFER FROM GENERAL FUN	-	-	-	69,563
TOTAL LANDFILL REVENUES		50,000	19,529	20,000	91,243
EXPENDITURES					
20-40-31	PROFESSIONAL & TECH SERVICE	-	-	-	-
20-40-61	MISCELLANEOUS SUPPLIES	-	-	-	-
20-40-62	LANDFILL CLOSURE EXPENSE	3,500	3,500	3,500	1,383
20-40-63	OPERATING EXPENSE	-	-	-	-
20-40-74	CAPITAL OUTLAY	-	-	-	-
TOTAL LANDFILL EXPENDITURES		3,500	3,500	3,500	-
LANDFILL REVENUE TOTAL		50,000	19,529	20,000	91,243
LANDFILL EXPENDITURE TOTAL		3,500	3,500	3,500	-
LANDFILL REVENUES OVER (UNDER) EXPE		46,500	16,029	16,500	91,243

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
CAPITAL PROJECTS FUND					
45-31-60	GRANT REVENUE	-	4,185	-	146,271
45-36-10	INTEREST EARNINGS	80,000	140,000	140,000	293,990
45-36-90	DONATIONS - CITY HALL	-	-	-	-
45-38-10	TRANSFER FROM GENERAL FUN	-	380,000	57,195	632,084
45-39-51	TRANSFER FROM GENERAL FUN	15,000	15,000	15,000	15,000
	APPROPRIATION FROM FUND BA	195,000	-	197,700	-
TOTAL CAPITAL PROJECTS REVENUE		290,000	539,185	409,895	1,087,345
CAPITAL PROJECTS FUND EXPENDITURES					
45-40-31	NEW PARK DEVELOPMENT	-	-	-	-
45-40-61	FIRE STATION ADDITION	200,000	-	-	-
45-40-65	CAMERAS ON PARKS	-	-	-	155,261
45-40-70	EQUIPMENT	90,000	49,341	80,000	101,002
45-40-72	NEW PARK AND TRAILS DEVEOF	-	-	280,000	-
45-40-74	CAPITAL PROJECTS	-	-	-	-
45-40-75	PARK MAINTENANCE BLDG	-	-	-	-
45-40-76	SIDEWALKS	-	-	-	-
45-40-77	FIRE TRUCK	-	-	-	-
45-40-78	TRANSFER TO GENERAL FUND	-	-	-	-
45-40-80	NORTH PLAIN CITY ROAD	-	-	-	-
TOTAL CAPITAL PROJECT EXPENDITURES		290,000	49,341	360,000	256,263
CAPITAL PROJECT REVENUE OVER (UNDEF		-	489,844	49,895	831,082

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
SEWER FUND					
52-34-10	SEWER COLLECTION FEES	782,000	820,000	820,000	790,354
52-34-20	CONNECTION FEES	25,000	6,300	6,300	27,200
52-35-20	IMPACT FEES	250,000	59,963	59,963	264,550
52-35-60	PLANNING GRANT	-	-	-	-
52-36-10	INTEREST EARNINGS	100,000	137,500	137,500	168,670
52-36-20	MISCELLANEOUS REVENUE	-	-	-	876,895
52-36-25	GAIN (LOSS ON ASSETS)	-	-	-	-
52-36-30	CONTRIBUTION FROM DEVELOP	-	-	-	430,241
TOTAL SEWER FUND REVENUE		1,157,000	1,023,762	1,023,762	2,557,910
SEWER FUND OPERATING EXPENDITURES					
52-40-11	SALARIES - WAGES	101,536	89,532	94,277	103,354
52-40-13	SOCIAL SECURITY	7,634	6,754	7,112	6,839
52-40-14	EMPLOYEE BENEFITS	43,714	36,983	38,944	38,872
52-40-25	COLLECTIONS - SUPPLIES & MAI	115,000	94,113	115,000	127,817
52-40-27	UTILITIES	50,000	57,100	60,000	49,548
52-40-31	PROFESSIONAL & TECH SERVICE	12,000	10,765	12,000	12,268
52-40-32	FLEET	10,000	6,404	10,000	7,339
52-40-33	EDUCATION AND TRAINING	2,500	2,556	2,500	180
52-40-34	AUDIT SERVICES	2,000	2,000	2,000	-
52-40-36	ENGINEERING SERVICES	30,000	7,830	10,000	33,890
52-40-58	BONA VISTA - SEWER COLLECTI	25,000	19,815	25,000	22,019
52-40-59	SEWER CONNECTION-CENTRAL	35,000	34,825	35,000	34,209
52-40-62	PENSION EXPENSE	-	-	-	2,632
52-40-65	DEPRECIATION	280,000	255,000	280,000	216,030
52-40-75	CAPITAL OUTLAY - INFRASTRUCTURE	-	-	-	-
TOTAL SEWER FUND OPERATING EXPENDI		714,384	623,678	691,833	654,996
SEWER FUND CAPITAL AND DEBT SERVICE					
52-70-74	CAPITAL OUTLAY - EQUIPMENT	-	-	20,000	-
52-70-75	CAPITAL OUTLAY INFRASTRUC	-	401,950	-	-
52-40-76	INFRASTRUCTURE - IMPACT FEE	20,000	26,230	30,000	-
52-80-82	DEBT SERVICE - INTEREST	37,000	7,875	-	5,725
TOTAL SEWER CAPITAL AND DEBT SERVIC		57,000	436,055	50,000	5,725
SEWER FUND REVENUE TOTALS		1,157,000	1,023,762	1,023,762	2,557,910
SEWER FUND EXPENDITURE TOTAL		771,384	1,059,733	741,833	660,721
SEWER FUND REVENUES OVER (UNDER) E		385,616	(35,971)	281,930	1,897,189

Account Number	Account Title	2026 Budget	2026 Estimated	2026-2027 Requested Budget	2024-25 Pri Year Actual
STORM DRAIN FUND					
REVENUES					
53-34-10	STORM DRAIN FEES	210,000	216,303	220,000	211,543
53-35-20	IMPACT FEES	60,000	17,775	17,775	72,547
53-36-10	INTEREST EARNINGS	35,000	35,000	35,000	42,484
53-36-20	MISCELLANEOUS REVENUE	-	-	-	-
53-36-30	CONTRIBUTION FROM DEVELOP	-	-	-	538,875
	APPROPRIATION OF FUND BAL	176,395	-	211,182	-
TOTAL STORM DRAIN REVENUES		481,395	269,078	483,957	865,449
STORM DRAIN EXPENSES					
53-40-11	SALARIES - WAGES	74,043	70,451	74,184	68,627
53-40-13	SOCIAL SECURITY	5,582	5,327	5,610	5,173
53-40-14	EMPLOYEE BENEFITS	29,871	26,746	28,163	27,545
53-40-25	MAINTENANCE & OPERATIONS	30,000	45,372	46,000	52,656
53-40-31	PROFESSIONAL & TECH SERVICE	6,000	2,250	3,000	-
53-40-32	FLEET	6,500	4,204	6,000	7,321
53-40-33	EDUCATION AND TRAINING	2,500	4,771	5,000	777
53-40-34	AUDIT SERVICES	2,000	2,000	2,000	-
53-40-36	ENGINEERING SERVICES	-	10,565	12,000	4,860
53-40-58	BONA VISTA - STORM SEWER CC	22,000	19,815	22,000	22,019
53-40-62	PENSION EXPENSE	-	-	-	2,332
53-40-65	DEPRECIATION	175,000	135,000	160,000	120,163
53-40-74	CAPITAL OUTLAY - EQUIPMENT	7,900	-	-	-
53-40-76	STORM DRAIN IMPACT FEE EXPI	120,000	40,327	120,000	-
TOTAL STORM DRAIN EXPENSES		481,396	366,828	483,957	311,475
STORM DRAIN REVENUE TOTAL		481,395	269,078	483,957	865,449
STORM DRAIN EXPENSE TOTAL		481,396	366,828	483,957	311,475
STORM DRAIN REVENUES OVER (UNDER)		(1)	(97,750)	(0)	553,975



Re: Fw: Fw: Kelly's Cove

From Brandan Quinney <bkaleiq@gmail.com>

Date Wed 4/29/2026 2:23 PM

To Brian Bingham <brian@propertiesforhope.com>

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

Looks good to me. Thank you, Brian.

Brandan

On Wed, Apr 29, 2026 at 2:18 PM Brian Bingham <brian@propertiesforhope.com> wrote:

Thanks Diane and Brandon! We accepted and incorporated all of Brandon's recommendations in the attached document with one small adjustment. Because the time references in Title 11 Chapter 4.1 of the Plain City code are all based on plat recording, not plat approval, we prefer the last sentence to read: "Such guarantee must be secured prior to the subdivision plat *recording*" (emphasis added here to show the change).

Thanks for all of your help!

Brian

On Wed, Apr 29, 2026 at 11:41 AM Diane Hirschi <dianeh@plaincityutah.gov> wrote:

Hi Brian,

Here is the information that Brandan just sent me. Let me know ASAP if you are Ok with them. I will be off on Thursday and Friday so I want to get the packet out today.

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

From: Brandan Quinney <bkaleiq@gmail.com>

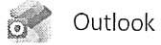
Sent: Wednesday, April 29, 2026 11:25 AM

To: Diane Hirschi <dianeh@plaincityutah.gov>

Subject: Re: Fw: Kelly's Cove

Here is an updated review of the Kelly's Cove development agreement. I have added my comments directly to the document through Adobe. If these changes are made, then I won't have any concerns about the legality of the agreement. (Note that I'm asking them to include a provision that requires them to provide an improvements guarantee under 11-4-1.)

Brandan



Re: Kelly's Cove

From Brian Bingham <brian@propertiesforhope.com>

Date Fri 4/24/2026 6:45 PM

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

 1 attachment (2 MB)

Kelly's Cove Conditional Use Permit Application revised 4-23-26.pdf;

Hi Diane,

Please see the attached, edited development agreement for Kelly's Cove. Requested changes from the city council are highlighted in the document using comment bubbles but here are the topline edits as well

- Removed extraneous reference to Article I
- Added clause 3.9 referencing ownership of water lines
- Added a walking path as an amenity
- Added the term "unencroached" when referencing the size of the garage to ensure that the full space is available for parking
- Added a line in the HOA budget for road repairs

Please forward on the Brandon and the members of the city council for their review and any additional comments prior to the May 7th meeting.

Thanks,

Brian



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,



parking, building design and location, and landscaping?

See attached Land Use document

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

See attached Land Use document

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

Name

Address

See previously submitted list

Date

Signature of Applicant

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

Owner of Property

FOR OFFICE USE

Approved/Denied

Date _____ Permit #: _____

Conditions:



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

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

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

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

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

Proposed Land Use: The new subdivision will have a Senior Housing Overlay (SHO) applied and subdivided into 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 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 this agreement, the City shall accept an application for a Site Plan and Subdivision of the Subject Area from Developer. 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. Developer shall guarantee the installation of the improvements in the approved Site Plan. Developer will provide this guarantee to the City in accordance with Title 11, Chapter 4 of the Plain City Code. Such guarantee must be secured prior to the subdivision plat recording.

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 Ownership of Culinary and Pressurized Irrigation water lines. Developer will work with culinary water provider to provide an easement for a main watermain under the private drive. Laterals will be owned by the individual lot owners. A single pressurized irrigation lateral will be



made on 2150 N which will be owned by the HOA for irrigation of common areas. Pressurized irrigation will not be provided to individual lots.

3.10 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.

3.11 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

Grow Development LLC

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



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 1610 feet to the point of beginning; thence South 88°16' East 60.35 feet; thence South 15°03' East 134.69 feet to the Southerly corporate limits of Plain City Town; thence South 82°08' West 120 feet, more or less, along said corporate limits line; thence North 5°59' East 139 feet to the place of beginning.



Parcel 3:

Parcel Tax#: 19-033-0004

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

Parcel 4:

Parcel Tax#: 19-033-0005

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

Parcel 5 (Western most 0.95 ac of the following)

Parcel Tax #:19-033-0052

PART OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHWESTQUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48'EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND 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

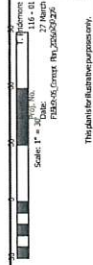
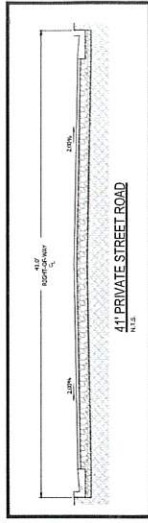
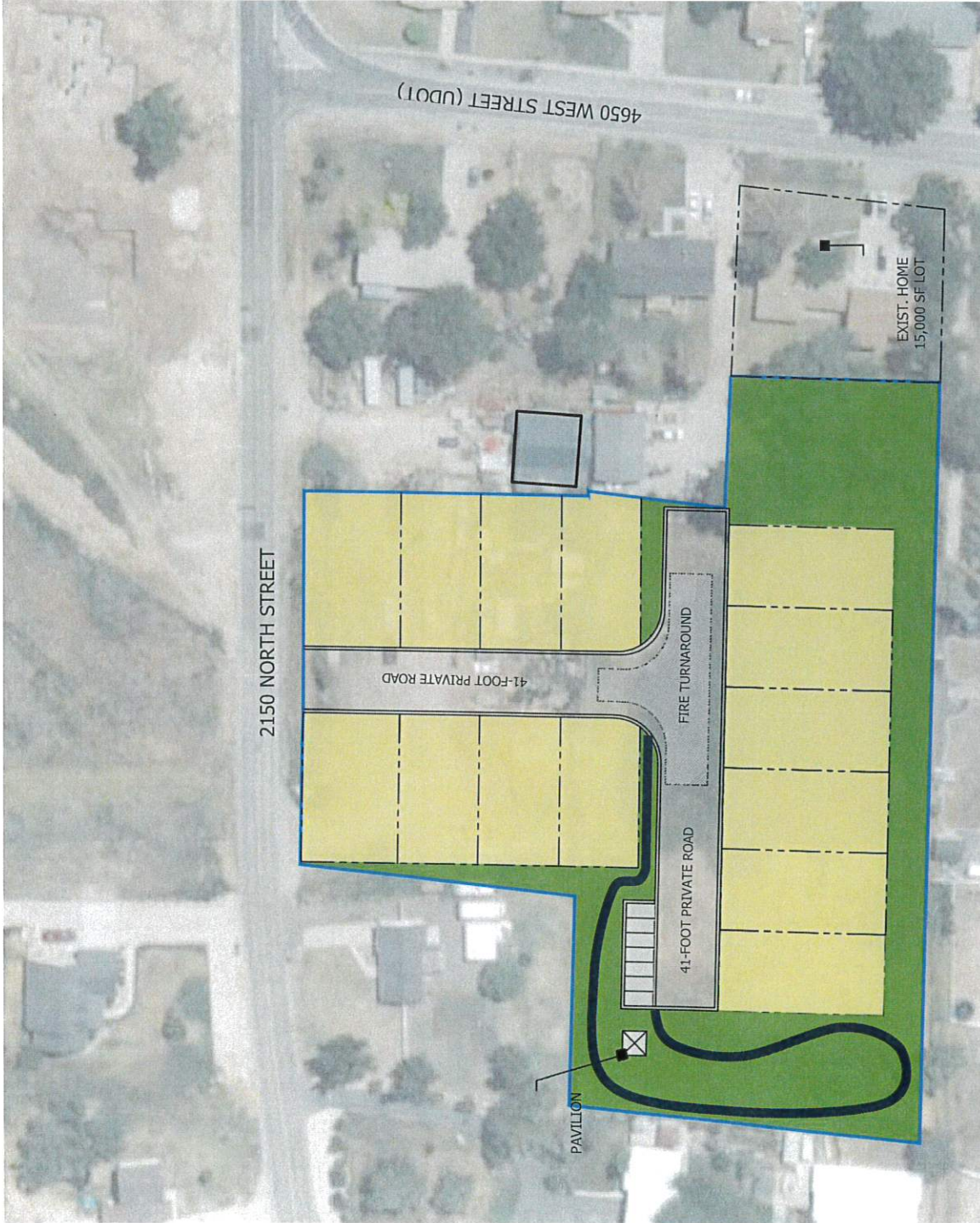
Site Data

PROPERTY: 3.13 AC
 LOTS: 14

2 CAR GARAGE/2 CAR DRIVWAYS
 AS PROVIDED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 20'
 FRONT YARD: 25'
 REAR YARD: 25'
 INT. SIDE YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



PLAINCITY SENIOR OVERLAY

CONCEPT - 1
 PLAIN CITY, WEBER COUNTY, UTAH

HUNT · DAY
 2444 UNIVERSITY BLVD, SUITE 200
 SALT LAKE CITY, UT 84143
 PH: 801.564.4374



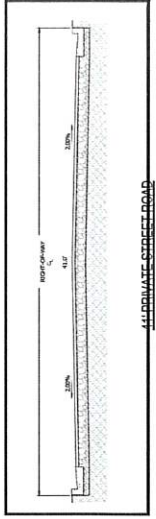
This plan is for informational purposes only.

Site Data

PROPERTY: 3.13 AC
 LOTS: 3
 43,164 SF/0.99 AC OR 20%
 2 CAR GARAGE/CAR DRIVEWAYS
 78 PROVIDED

Zone & Lot Requirements

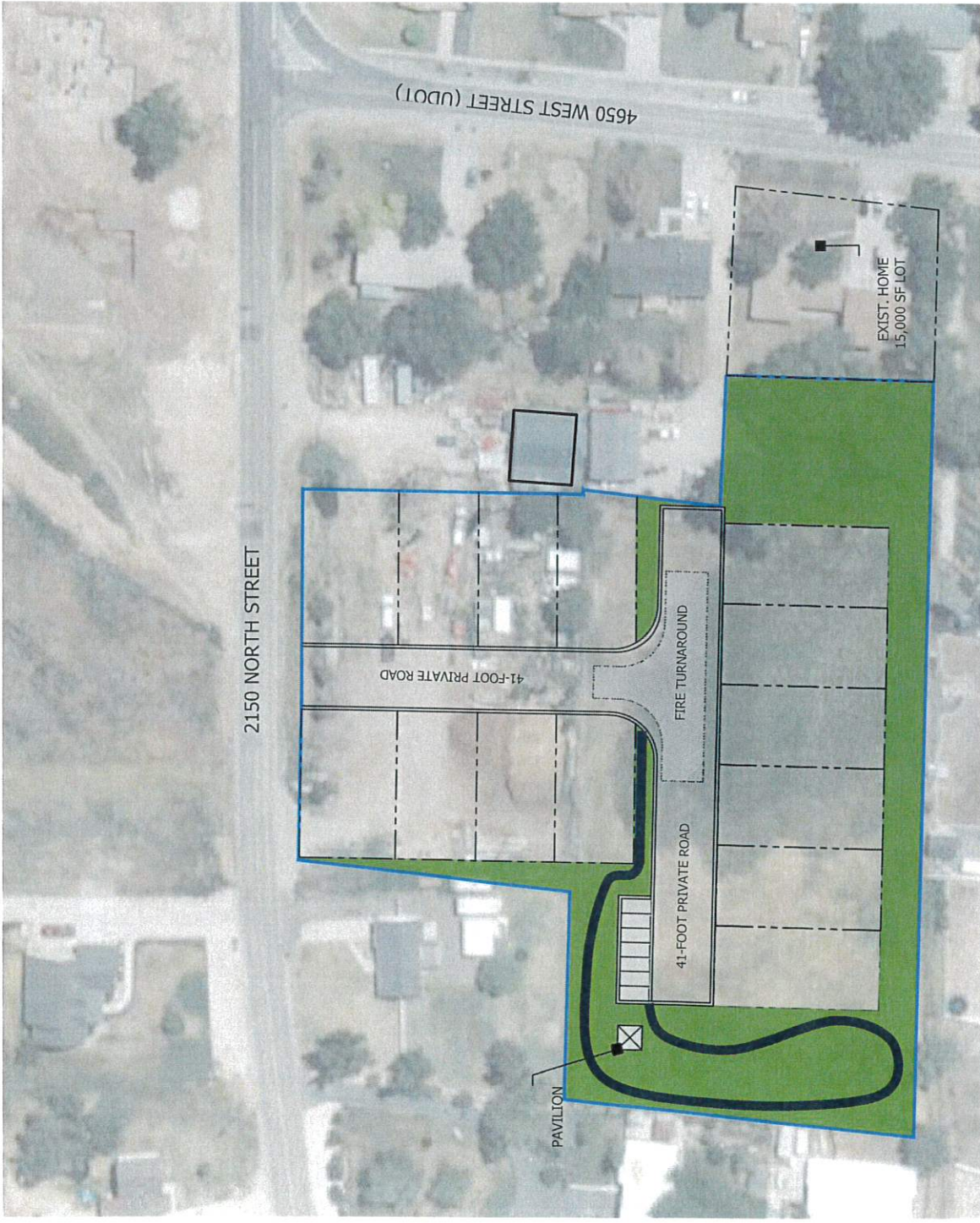
ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 35'
 FRONT YARD: 25'
 SIDE YARD: 5'
 REAR YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



Scale: 1" = 20'-0"

1. Project No. 184-18
 Date: 2/1/2018
 File: 184-18_02.dwg

This plan is for informational purposes only.



PLAINCITY SENIOR OVERLAY

OPBN SPACE PLAN

PLAIN CITY, WEBER COUNTY, UTAH

HUNT · DAY
 3445 Northrup Drive, S200
 Provo, UT 84606
 Phone: 801.734.4774



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 made up of separate 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, unencroached 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. A walking path
 - d. Three sitting benches throughout the community along the sidewalks or path

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:
 - e. Have been in business for a minimum of 5 years with their primary business being community management;
 - f. Be current members of both the local and national chapters of the Community Association Institute (CAI);
 - g. Have a minimum of 5 employees;
 - h. Be staffed with employees having a minimum certification designation of Certified Manager of Community Associations (CMCA);
 - i. Be currently licensed, insured and in good standing with the State of Utah; and
 - j. 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 Plain City shall include an ARC approval letter & checklist acknowledging each home meets the requirements as set forth in this Agreement.



CONDITIONAL USE PROCESSING PROCEDURE

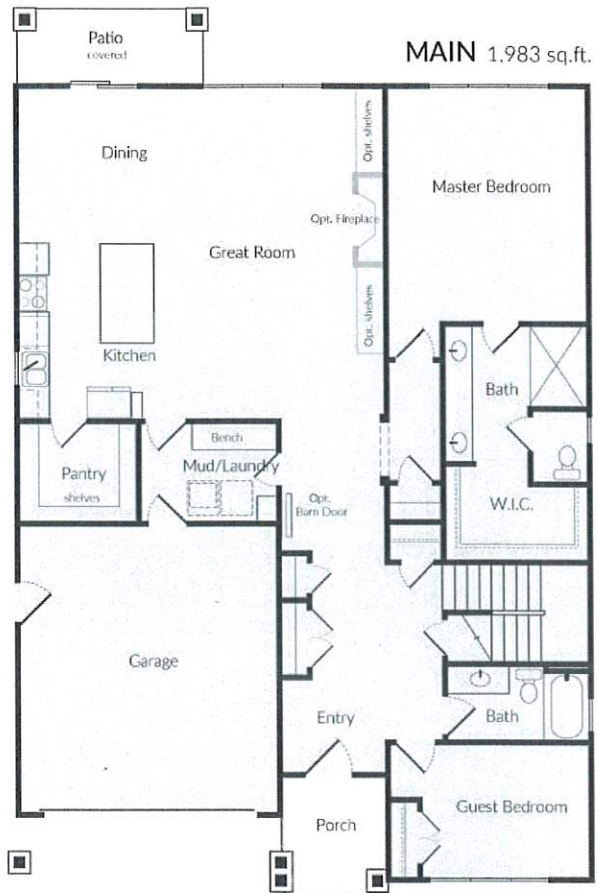
1. The Plain City Zoning Ordinance provides that certain uses, which may be harmonious under special conditions and in specific locations, but improper under general conditions and in other locations are classified as conditional uses and require conditional use permits.
2. A conditional use permit can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

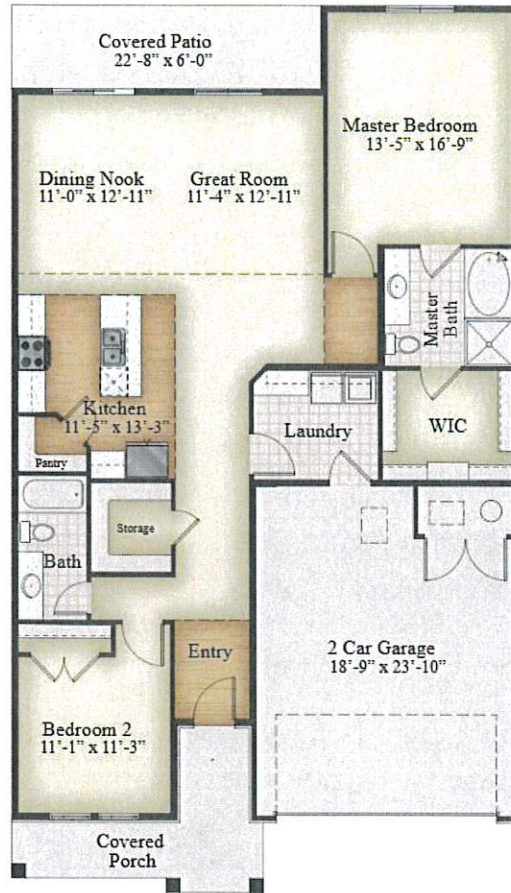
Example floor plans & elevations shown are concept plans demonstrating general ideas. Actually floor plans & elevations will differ from the examples to fit the requirements of the SHO (eg, single floor living, size of garage), but shall be of similar nature in both style and materials.

Exhibit D





Example 2:



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



Exhibit E

EXPENSES	Annual	Monthly	Monthly / unit
ADMINISTRATION			
Tax Filing/CPA	\$600.00	\$50.00	\$3.57
Reserve Study (site due at build-out)	\$-	\$-	\$-
Licenses & Fees (County/State/1099s/Data	\$900.00	\$75.00	\$5.36
Legal Fees	\$1,000.00	\$83.33	\$5.95
Collections/Unpaid HOA Dues	\$-	\$-	\$-
Insurance (common area - no home coverage)	\$2,000.00	\$166.67	\$11.90
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			
Landscaping (Apr-Nov)	\$7,500.00	\$625.00	\$44.64
Landscape Extras (Tree Program)	\$1,000.00	\$83.33	\$5.95
Landscape Enhancement (replacement shrubs, trees, etc.)	\$2,220.00	\$185.00	\$13.21
Irrigation and Detention Repairs	\$1,200.00	\$100.00	\$7.14
Total LANDSCAPE MAINTENANCE	\$ 11,920.00	\$ 993.33	\$ 70.95
GENERAL MAINTENANCE			
Snow Removal	\$ 3,100.00	\$258.33	\$18.45
General Repairs & Maintenance (Shared Space)	\$ 1,500.00	\$125.00	\$8.93
Road repairs	\$ 5,000.00	\$416.67	\$29.76
Total GENERAL MAINTENANCE	\$ 9,600.00	\$ 800.00	\$ 57.14
UTILITIES			
Electric - for Lighting, Irrigation Timer	\$1,200.00	\$100.00	\$7.14
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	\$44,220.00	\$3,685.00	\$263.21

SHARED MONTHLY EXPENSES ALL HOMES: \$263.21

**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.

NOTICE OF DECISION

Plain City, Weber County, Utah

On March 26, 2026 the Plain City Planning Commission recommends

Approval, *Approval with condition(s), Disapproval, Tabled Denied
of an application for a Residential Overlay approx. 2500 N 5100 W. Winegar Trust &
Western Basin Land & 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:

Commissioner Ableman motioned to recommend to City Council approval of the Residential Overlay at approx. 2500 N 5100 W Winegar Trust and Western Basin Land and Livestock. Contingent on the approval of the rezone of parcel 19-0340-020 and with the stipulation that the 17.19 acres will be donated to the city prior to the approval of Phase 1 and that all lots adhere to the RE-15 zoning with 90-foot frontage and the maximum allowed lots for the development will be 150. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen, Ortega, and Chairman Maw voted aye. The motion carried.

4-16-26 -tabled

Zoning Overlay Application

Circle One: Mixed Use Overlay	Senior Overlay	Residential Overlay with Public Amenities
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Location of Property Approx 2500 N 5100 W

Land Serial Number(s) 19-031-0006, 19-034-0005, 19-034-0006, 19-034-0008, 19-027-0026

Request from Zone RE18.5 to Zone Residential Overlay

FEE: \$500.00 **Date paid** 5-14-25 **Receipt #** _____

*Property Owner Winegar Trust & Western Basin Land and Live Stock

Phone _____ Fax _____ Email _____

Mailing Address 71 E 2600 N #A North Ogden UT Zip 84414
5238 W 2150 N Plain City, UT 84404

Developer/Agent David Pitcher / Ophir Mountian LLC

Phone 661-865-2945 Fax _____ Email clearcreekdevelopment@yahoo.com

Mailing Address 4474 N Heather Meadows Dr. Zip 84050

LEGAL DESCRIPTION: Please Attach
TOTAL AREA – Acres or Square Feet: 84.4 see attached map

- At the time of submittal of application, please attach a letter addressing the following:
1. Summarization of:
 - Current Plain City General Plan classification and zoning classification
 - Requested change to the General Plan classification and zoning classification
 2. For what reason(s) do you suggest the change? The applicant is responsible for justifying the requested change to the General Plan and Zoning. Issues to be evaluated will include, but are not limited to:
 - adopted goals and policies as expressed in Plain City’s General Plan
 - adjacent land uses
 - population served
 - transportation impacts
 - public facilities (water, sewer, storm water, parks, schools, etc.)
 - the type of use requested and reasons why this use should be on this site
 3. What is the estimated development schedule?

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

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

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
 COUNTY OF WEBER)

I (we), Wendell T Winegar Marital QTIP Trust, 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.

Wende Elaine Winegar
 executor

Elaine K Winegar
 (Property Owner)

(Property Owner)

Subscribed and sworn to me this 14th day of May, 2005.



Stacy Adams
 (Notary)
 Residing in Weber County, Utah

My commission expires: 9.10.2008

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: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Western Basin Land & Livestock ^{By: Amy Roskelley} 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.

Western Basin Land & Livestock
(Property Owner)
By: Amy Roskelley
(Property Owner)

Subscribed and sworn to me this 20th day of May, 2005.

Stacy Adams
(Notary)
Residing in Weber County, Utah



My commission expires: 9.10.2008

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.

(Agent)

(Property Owner)

(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: _____

CHAPTER 20

RESIDENTIAL OVERLAY ZONE WITH PUBLIC AMENITIES

SECTION:

10-20-1: Purpose And Intent

10-20-2: Use Regulations

10-20-3: General Regulations

10-20-4: Submission Of Conditional Rezone Application

10-20-5: Technical Review Committee, Planning Commission And City Council Consideration

10-20-6: Technical Review Committee

10-20-7: Planning Commission Action

10-20-8: City Council Action

10-20-1: PURPOSE AND INTENT:

The Residential Overlay Zone with Public Amenities is established to provide for and encourage better planned and more desirable residential developments that provide various lot sizes and public amenities, including the preservation of open space and the development of parks, trails, and other open space.

A. It is expressly provided that the Residential Overlay Zone with Public Amenities is not intended to be utilized for all residential development within the City. The Residential Overlay Zone with Public Amenities shall only be permitted for property approved by the City Council.

B. It is established to promote development of pathways (multi-purpose routes accessible to pedestrians, bicyclists and equestrians) and as such, will solely be considered for areas comprising or adjacent to existing or proposed pathway corridors, set forth in the Plain City Parks, Trails, and Open Space Master Plan. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-2: USE REGULATIONS:

A. Zones Allowed: Residential uses in the Medium Density Residential (MDR) 1, 2, and 3 areas as indicated on the Future Land Use Map of the General Plan (including only properties that have already been rezoned as RE-18.5, RE-15 and R-1-11) after the review and recommendation by the Planning Commission and review and approval by the City Council.

B. Permitted Housing Types: If the Residential Overlay Zone with Public Amenities is approved: single-family, detached dwelling units may be permitted in MDR 1 and 2 (RE-18.5 and RE-15); single-family, detached dwelling units and two-family, attached (duplex) dwelling units may be permitted in MDR 3 (R-1-

11); after the review and recommendation by the Planning Commission and review and approval by the City Council.

1. Lots utilized for the construction of two-family, attached (duplex) dwelling units shall not exceed ten percent (10%) of the total lots in the subdivision.

2. Two-family, attached (duplex) dwelling units shall be constructed on a minimum lot area of one-half (1/2) acre (21,780 square feet). (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-3: GENERAL REGULATIONS:

Residential subdivisions with public amenities may be granted the exceptions described herein to site development standards within each zone when the applicant has demonstrated that the subdivision meets the following standards:

A. The subdivision provides an exceptional amenity or amenities (deemed acceptable by the Planning Commission and City Council) that are made available to the public or provides developed open space comprised of thirty three percent (33%) of the proposed development (1:2 ratio of developed open space to housing). Any developed open space shall be dedicated to the City, subject to approval by the City Council, and made available for public use and shall include a park and/or trails that have been identified in the General Plan or other parks and/or trails requested specifically by the Planning Commission or City Council in consultation with the City Parks and Recreation Department. Formations that provide State mandated stormwater detention or retention do not qualify as developed open space unless occupying more than five (5) acres and determined by the Planning Commission to be suitable for multiple uses. In cases of approved multi-use stormwater detention or retention basins, the developer shall (at City's discretion) provide restrooms and parking spaces.

B. In cases of approved multi-use stormwater detention or retention basins:

1. Seventy-five percent (75%) of the approved basin area shall qualify as developed open space.
2. The developer shall (at City's discretion) provide restrooms and parking.

C. The subdivision does not exceed a gross maximum density in the Medium Density Residential (MDR) areas indicated on the Future Land Use Map of the General Plan of:

1. Three (3) units per acre in MDR 1;
2. Four (4) units per acre in MDR 2; and
3. Five (5) units per acre in MDR 3.

Gross maximum density is calculated by taking the number of proposed residential lots and dividing by the total acreage of the development (including roads).

D. The subdivision meets the following overall minimum development standards:

1. Minimum Lot Area: Seven thousand (7,000) square feet.
2. Minimum Yard Setbacks:
 - a. Front: Twenty-five feet (25').
 - b. Side: Total of eighteen feet (18'), minimum eight feet (8') on one side.
 - c. Street Side On Corner Lot: Twenty-five feet (25').
 - d. Rear: Twenty feet (20').

3. Building Height:

- a. Minimum: One story.
- b. Maximum: Twenty-eight feet (28') - not more than two (2) stories.

4. Minimum Frontage: Sixty-five feet (65') for single-family dwelling units and one hundred forty feet (140') for duplexes.

E. Separate single-family dwellings and multi-family dwelling units in a Residential Overlay Zone shall comply with the following standard:

1. Garage Doors: Where a garage 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. All garage doors shall not exceed twelve feet (12') in height. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-4: SUBMISSION OF CONDITIONAL REZONE APPLICATION:

A. Required: A conditional rezone application for a Residential Overlay Zone with Public Amenities shall be submitted to the Technical Review Committee. A concept plan including the following items shall be submitted with the application for the conditional rezone:

1. Proposed layout including streets, lots, and setbacks;
2. Development density, coverage, and open space characteristics including landscaping, fencing, screening, and parking;
3. Proposed location(s) for mailbox(es) in accordance with USPS requirements, shown on the proposed layout;
4. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-5: TECHNICAL REVIEW COMMITTEE, PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION:

In considering the proposed Residential Overlay Zone, the Technical Review Committee, Planning Commission and City Council shall consider:

- A. Design: The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.
- B. Streets, Traffic, Parking: Which streets shall be public and which shall be private, the entrances and exits to the development and the provisions for internal and external traffic circulation and off-street parking.
- C. Open Space: The proposed open space as a means of its integration into the City and the neighborhood.
 1. All attendant open space, privately or otherwise owned, shall be publicly accessible and contained within the perimeter of the development.
 2. Formations that provide State mandated stormwater detention or retention do not qualify as developed open space unless occupying more than five (5) acres and determined by the Planning Commission to be suitable for multiple uses. In cases of approved multi-use stormwater detention or retention basins, the developer shall (at City's discretion) provide restrooms and parking spaces.
- D. Density: The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands.

E. **Property Discrepancies:** Conflicts associated with property characteristics and/or ownership, such as, but not limited to recorded property line inconsistencies, ambiguous or contested ownership, etc. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2021-09, 6-3-2021)

10-20-6: TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee shall review the conditional rezone application to be sure the proposed rezone meets certain minimum requirements and that the proposed project is in harmony with the intent of the City's General Plan. Prior to the conditional rezone application going before the Planning Commission, the Technical Review Committee must document that the minimum requirements of the application have been met. (Ord. 2021-09, 6-3-2021)

10-20-7: PLANNING COMMISSION ACTION:

A. The Planning Commission shall hold a public hearing on the proposed Residential Overlay Zone with Public Amenities.

B. The Planning Commission, subject to the requirements of this chapter, shall recommend to approve, modify with conditions, or deny the Residential Overlay Zone with Public Amenities. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-8: CITY COUNCIL ACTION:

A. The City Council may hold a public hearing on the proposed Residential Overlay Zone. The City Council shall approve the conditional rezone application or deny the conditional rezone of the Residential Overlay Zone with Public Amenities. Approval of the conditional rezone application shall include, but shall not be limited to the following conditions:

1. Submission, review and approval of a development agreement between the applicant and the City.
2. Submission, review and approval of a site plan.
3. Submission, review and approval of a final subdivision plat.

Upon approval of the conditional rezone application, an applicant may proceed with the preparation of a detailed development agreement, Site plan and subdivision application per title 11, chapter 3 of this Code. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)