

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
May 7, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, May 7, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Jed Jenkins, Luigi Panunzio and Jan Wilson
Excused: Councilmember Rachael Beal
Staff: Brandan Quinney, Dan Schuler, Diane Hirschi, Stacy Adams
Present: Ryan Childs, John Dixon, Crystal Calistro, Jake Hone, Kent Hoggan, Todd Moyes, Brian Bingham
Via on Zoom: M. Moyes, Mike Phillips, Michael (guest)

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

Approval of Minutes April 16, 2026

Councilmember Jenkins moved to approve the work meeting and regular meeting minutes from April 16, 2026 as presented. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.

Comments: Public

None

Report from Planning Commission

Commissioner Maw stated at their last Planning Commission meeting they set a public hearing for May 14, 2026 for a rezone of property from A-1 to RE-18.5. Recapped the progress of the General Plan update and the next meeting that will be held on May 28, 2026 from 6-8 pm which will be an interactive, open house style meeting open to the community. Held downstairs at City Hall for local citizens to leave feedback and for City's future zoning and planning. Commissioner Maw confirmed with Diane that information and surveys will be mailed out and published on the City's website and social media.

Public Hearing 2026-27 Tentative Budgets

Councilmember Jenkins, moved to open the public hearing to discuss the 2026-27 tentative city budget. Councilmember Wilson seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. There were no comments from the public. **Councilmember Favero moved to close the public hearing. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye.**

Discussion/Motion Approval of 2026-27 Tentative Budgets

City Treasurer Ryan Childs presented the following City budget highlights, emphasizing fund balance management is critical for fiscal sustainability. The general fund is projected to generate a \$57,000 unrestricted surplus for transfer to the capital projects fund. Fund balances of Class C Road funds (\$227,000), park impact fees (\$1,266,000), transportation impact fees (\$516,000), transportation sales tax (\$473,000). Unrestricted fund balance (\$2,466,000) sits at 43%, exceeding the 5% minimum. Capital projects, accumulated balance (\$4,466,000). Talked about age of impact fee and when needs to be expended. Capital outlay requests is a digital marque at City Hall. Personnel costs, including COLA and Merit, additional part-time planner and part-time staff member to full-time with benefits, no known changes due to attrition or retirement. General fund changes, unrestricted surplus (\$57,195), Building permit revenue significantly lower than prior year, General plan grant from WFRC (\$120,000) and City's match of \$10,000, cost savings from lobbying services in legislative department (\$42,000), no elections this year so cost savings from last year. General fund Weber County Sheriff contract up by \$73,605. Street projects and impact fee study budgeted for \$957,525, Transportation impact fee expense (\$320,000) for Capital Plan and analysis, Park impact fee expense for Capital Plan analysis and lights for the south park. Budget spends down restricted funds by \$385,963 and create a transfer surplus of \$57,195. Sewer Fund \$826,300 in operating revenue and \$691,933 in operating expenses, \$30,000 for Impact Fee analysis and Facilities Plan and \$20,000 for lift station pups. Storm Sewer \$220,000 in operating revenue and \$363,957 in operating expenses. Storm Sewer would need a \$5.00 rate increase per month to cover operating loss. Capital Facilities plan and impact fee analysis \$20,000 and \$100,000 in covering ditches on 2200 N. The Council discussed the Storm Water fund, noting that current operating revenues fail to cover expenses, risking insolvency without future user fee adjustments. **Councilmember Jenkins moved to approve the 2026-2027 Tentative Budgets. Councilmember Favero seconded the motion. Councilmembers Favero, , Jenkins, Wilson and Panunzio voted aye. The motion carried.**

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Discussion/Motion Senior Housing Overlay Zone - Kelly's Cove – Conditional Use & Development Agreement

The Council deliberated on the conditional rezone and development agreement for Kelly's Cove Senior Housing Overlay Zone. Council discussed amenities and per lot fees towards the City and existing park facilities instead of a smaller pocket type park or walking trail within the subdivision, to be added to exhibits B & C. City Attorney Quinney clarified tonight's action constitutes a conditional rezone, with the formal ordinance for the overlay to appear on the next agenda. **Councilmember Favero moved to approve the Senior Housing Overlay Zone - Kelly's Cove: Conditional Use & Development Agreement with changes to exhibit B & C. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins voted aye, Councilmember Wilson, Panunzio voted nay. Mayor voted aye. The motion carried.**

Discussion/Motion Conditional Rezone Application for Residential Overlay - Winegar Trust & Western Basin Land & Livestock - Pitcher

The Council discussed the conditional approval of the rezone application for residential overlay and if approved the developer would then submit for the Planning Commission to review and approve or deny a development agreement, site plan, and final subdivision plan. **Councilmember Favero moved to approve the conditional rezone Application for Residential Overlay: Winegar Trust & Western Basin Land & Livestock. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Motion: Approval of Business Licenses

New Home Occupation

HFT Outfitting	2966 W 2025 N	Trapper Anderson	Outdoor Adventure Guide
byGenna	2669 N 3200 W	Genna Fly	Home Salon (haircuts/color/skincare)
Zoe & Friends Grooming	4608 W 1650 N	Clarissa Pehrson	Pet Grooming & Care

Home Occupation Renewal

Westbroek Ventures	4840 W 1400 N	Taylor Westbroek	Lazer & 3D Printing Sales
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Councilmember Favero moved to approve the business licenses as presented. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 4/15/2026 - 4/30/2026. **Councilmember Jenkins moved to approve the Warrant Register for 4/15/2026 to 4/30/2026. Councilmember Wilson seconded the motion. Councilmembers Favero, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Report from City Council

Councilmember Favero brought up food being served at 4th of July concert and running out last year and possible other options.

Councilmember Beal (read by Mayor) Update on America 250. Mason's Benches, for suicide prevention and are accepting used skateboard deck donations. WWCTC prescription drop off event at Kent's went well. Military Appreciation Day is May 16th and Kent's will be donating groceries and lunch to military families so traffic will be heavy on 2600 N.

Councilmember Jenkins stated nothing to report.

Councilmember Wilson reported she's been seeing high park usage and parking lot congestion with high signups from the city sports programs.

Councilmember Panunzio stated he and the Mayor met with Animal Control Director Main regarding the interlocal agreement and cost-sharing model, which she was not able to provide much information. Also noted the new State E-bike law (effective May 6, 2026) regarding age and helmet restrictions. Also asked about reaching out to the Sheriff's Office and Fire Department for the 4th of July.

Mayor Meyer stated he had meetings with Department heads and reported an LDS Ward is no longer hosting the July 4th breakfast and seeking a new host (possibly Lions Club switch dinner to breakfast) and Colette is still searching for someone to volunteer to run the 5K. The Mayor stated the Weber County transfer station is going to close in June so the city will need a new option and the Ogden Transfer Station will be on the next agenda with a new service agreement. The 3600 West bids arrived under budget and 2200 North interlocal agreement is still proceeding. The next Council meeting on May 21st was discussed. Councilmember Wilson will be out of town but will try to attend via Zoom. Councilmember Beal will be at her sons' graduation. All other Councilmembers should be here on May 21st.

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The Mayor and Council asked Public Works Director Schuler about the water restrictions and the city's splash pad. The Mayor and Council made an administrative decision to shut down the splash pad for the summer season due to state and local watering restrictions and the optics of operating a water feature during a drought.

At 7:56 p.m. Councilmember Favero moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.

Mayor

City Recorder

Date approved _____

PROPOSAL FOR ORDINANCE AMENDMENT

Regulation of Aerial Fireworks: Minimum Safety Clearance and
Adjacent Property Owner Consent Requirements

Plain City, Utah

Submitted to the Plain City Council | Date: May 12, 2026

May 12, 2026
Plain City Council
Plain City, Utah 84404

Dear Mayor, Council Members, and City Staff:

I respectfully submit the following proposal for the Plain City Council's consideration — a common-sense ordinance amendment that would establish a mandatory 100-foot safety clearance zone for the discharge of aerial fireworks and require the written consent of neighboring property owners when that radius extends onto their land. Plain City has an opportunity to lead by example, demonstrating to communities across Weber County and the broader region that thoughtful, enforceable fireworks safety policy is both achievable and necessary — particularly in the wake of the most severe drought and snowpack season on record for the state of Utah.

I. Purpose

This proposal requests that the Plain City Council adopt an amendment to Plain City's existing fireworks ordinance to establish a mandatory minimum 100-foot (100 ft) clear-radius safety zone for the discharge of aerial fireworks within Plain City limits, and to require the written consent of any private property owner whose land falls within that radius before aerial fireworks may be discharged.

These measures are intended to protect Plain City residents, property, and public safety in light of heightened fire danger driven by an unprecedented drought season — now the worst on record for the state of Utah. It is further hoped that Plain City's adoption of this ordinance will serve as a model for neighboring communities across Weber County and the greater region.

II. Background & Rationale

A. Record-Low Snowpack and Extreme Drought Conditions

This proposal is submitted against the backdrop of the most severe snow season on record for the state of Utah. According to the Utah Division of Water Resources, Utah's 2025–2026 snowpack is the lowest on record, peaking on March 9, 2026 at just 8.4 inches of snow water equivalent — approximately half of what the state typically receives by early April, and three weeks earlier than the normal peak date. Statewide streamflow runoff is anticipated to reach only about 50% of normal, and natural inflows from the Colorado River into Lake Powell are projected at just 40% of normal for 2026.

As of this writing, 100% of the state of Utah is experiencing some form of drought, with 59% in extreme drought conditions, according to the Division of Water Resources. This follows 2025 being recorded as the warmest year on record for Utah by the National Weather Service. The combination of record heat, record-low snowpack, depleted soil moisture, and minimal spring runoff has left vegetation across the Wasatch Front and surrounding communities in a critically dry and fire-vulnerable state.

The Utah Division of Water Resources Director has stated plainly: "In Utah, we are either in drought or preparing for the next one." Heading into the summer holiday season — including Independence Day and Pioneer Day, the primary periods for residential fireworks discharge in Plain City — these conditions represent an elevated and demonstrable fire risk that this ordinance is designed to help mitigate.

B. Fire Risk to Private Property and Residents

Aerial fireworks discharge sparks, hot debris, and burning shells that travel unpredictably, particularly in wind. Under normal conditions this risk is manageable; under record drought conditions, it is substantially amplified. Dry and drought-stressed grasses, shrubs, trees, and landscaping common throughout our community can ignite rapidly. Residents must understand:

- Aerial fireworks can land and ignite fires at distances well beyond the point of discharge.
- Drought-affected vegetation, including residential landscaping and canyon-adjacent properties, ignites significantly faster than vegetation in normal moisture conditions.
- Property damage, injuries, and the cost of emergency fire suppression place burdens on both residents and City resources.

III. Proposed Ordinance Language

The following provisions are proposed for adoption as an amendment to the Plain City fireworks ordinance:

Section 1 — Mandatory 100-Foot Safety Clearance Zone

No person shall discharge, ignite, or cause the ignition of any aerial firework unless a clear, unobstructed radius of not less than one hundred feet (100 ft) exists in all directions from the point of discharge. For purposes of this section:

- a. "Clear radius" means free of structures, vehicles, dry or drought-affected vegetation, fences, fuel sources, and any person other than the discharging party and their immediate safety attendant.
- b. The 100-foot radius shall be measured horizontally from the discharge point in all directions.
- c. The discharging party bears full responsibility for ensuring the radius is clear prior to each discharge.

Section 2 — Adjacent Property Owner Written Consent

When any portion of the required 100-foot safety clearance radius extends onto private property owned by another person or entity, the discharging party must obtain prior written consent from each such property owner before discharging any aerial fireworks. The written consent:

- a. Shall be signed and dated by the consenting property owner (or authorized agent) prior to the date of discharge.
- b. May include, at the property owner's discretion, terms such as: a cleanup agreement requiring the discharging party to retrieve all debris and spent materials from the consenting property within a specified timeframe; acknowledgment that the consenting property owner has received and reviewed fire safety information; any conditions limiting the time, duration, or direction of discharge; and any other reasonable terms agreed upon between the parties.
- c. Shall be retained by the discharging party and made available to law enforcement or code enforcement officers upon request on the date of use.
- d. Does not authorize the consenting property owner to waive safety requirements applicable to any third party or public right-of-way.

Section 3 — Public Safety Information Requirement

Plain City shall make available, at no cost, a standardized informational sheet outlining fire safety guidelines, current drought condition risk factors, and cleanup expectations. This document may be incorporated into or attached to any written consent agreement described in Section 2. Distribution shall occur through the Plain City website, Plain City offices, and retailers authorized to sell fireworks within Plain City limits.

Section 4 — Enforcement & Penalties

Violations of this ordinance shall be subject to the following:

- First offense: Written warning and mandatory review of public safety information.
- Second offense: Civil infraction and fine as established by the City fee schedule.
- Third and subsequent offenses or any violation resulting in fire, injury, or property damage: Enhanced penalties as set by City Council, including potential referral for criminal prosecution under applicable state statute.

- Nothing herein limits the civil liability of the discharging party for any resulting property damage, injury, or fire suppression costs.

IV. Implementation Considerations

1. Consent Form Template: Plain City staff should develop and publish a simple one-page written consent form template that compliant residents may print and use.
2. Community Outreach: Plain City should publicize the new requirements before the first holiday period in which they apply, including via the Plain City website, social media, utility bill inserts, and local media. Under Utah Code § 10-3-711, an ordinance without a specified effective date takes effect 20 days after publication or posting, or 30 days after final passage — whichever is later. Plain City may wish to set an explicit effective date to align enforcement with the July 4th holiday period.
3. Retailer Coordination: Fireworks retailers operating within Plain City limits should be notified and provided copies of the ordinance to share with purchasers at the point of sale.
4. Regional Outreach: Plain City is encouraged to share this ordinance and its implementation experience with neighboring communities in Weber County, including but not limited to Ogden, North Ogden, Pleasant View, and Harrisville, to facilitate voluntary adoption of compatible standards across the region.
5. Annual Review: Given that drought conditions may vary year to year, the Plain City Council should review the ordinance annually to assess whether conditions warrant temporary suspension, tightening, or other adjustment of requirements.

V. 10 Tips for Fireworks Safety — Ensuring a Safe Holiday for Everyone

The U.S. Department of Homeland Security's (DHS) Science and Technology Directorate — Transportation Security Laboratory (TSL), whose staff are among the nation's foremost experts on explosives and their effects, published "10 Tips for Firework Safety" (DHS S&T, June 30, 2022). Plain City recommends all residents review and follow those guidelines before using any fireworks.

The tips below are drawn from the DHS/TSL guidance. Where Plain City's proposed ordinance establishes a looser standard than DHS recommends, most notably on clearance distances, that difference is noted. The more conservative DHS standard remains the recommended baseline for anyone uncertain about their situation.

1. **Always use fireworks outdoors and keep water nearby.** DHS recommends always using fireworks outside with a bucket of water or garden hose immediately accessible in case of fire or accident. Have water ready before the first firework is lit — not after.

2. **Designate a safety perimeter.** DHS recommends at least 35 feet for ground-based fireworks such as fountains, and at least 150 feet for aerial fireworks. Plain City's proposed ordinance requires a 100-foot clear radius from the discharge point in all directions — less than the DHS aerial recommendation of 150 feet, but a meaningful minimum floor. Residents are encouraged to use the full 150-foot DHS standard wherever space permits.
3. **Never hold a firework when lighting and never lean over one.** DHS advises securing fireworks on the ground away from people and animals and using a long-stem lighter such as a grill lighter to ignite them. Never hold a lit firework in your hand or position your body directly above one.
4. **Light only one firework at a time.** DHS cautions that lighting multiple fireworks simultaneously increases the risk of accidents, as fuses can burn faster than expected. Light one, step back to a safe distance, and wait until it has fully discharged before approaching to light the next.
5. **Ditch faulty fireworks — never re-light a dud.** DHS advises that duds should never be re-approached or re-lit. Let a failed firework sit for 5–10 minutes, then place it in a bucket of water. This prevents injury from delayed explosion and permanently disarms the device for safe disposal.
6. **Soak spent and unused fireworks before discarding.** DHS recommends soaking both spent and any unused fireworks in water for several hours before placing them in the trash. Even spent casings can retain heat or residual powder capable of igniting nearby materials.
7. **Supervise children around sparklers.** DHS notes that sparklers burn at approximately 2,000 degrees Fahrenheit — hot enough to melt some metals. Children have suffered serious burns from dropping sparklers or accidentally touching their skin or clothing. Adult supervision is essential whenever children are handling sparklers.
8. **Avoid alcohol when handling fireworks.** DHS explicitly advises against alcohol consumption when handling or using fireworks. Impaired judgment and slowed reflexes are a dangerous combination with any explosive device.
9. **Keep pets indoors.** DHS recommends bringing pets inside, closing curtains and blinds, and turning on the TV or radio to reduce their stress during fireworks. Distraction treats can also help. Frightened pets may bolt and become lost or injured.
10. **Consider safe alternatives.** DHS suggests party poppers, bubbles, silly string, and glow sticks as safer alternatives — particularly relevant during extreme drought conditions like those currently affecting Plain City. When in doubt, attend a professionally managed municipal display rather than discharging aerial fireworks at home.

VI. Conclusion

This proposal seeks a measured, community-centered approach to fireworks safety in Plain City. It does not seek to prohibit the use of legal aerial fireworks, but rather to

ensure that residents who choose to use them do so with full awareness of the extraordinary fire risk present this season — a season that has just concluded with the lowest snowpack ever recorded in Utah history — with a documented buffer zone to protect persons and property, and with the informed consent of neighbors whose property may be affected.

Plain City has an opportunity to lead. As a close-knit community with deep ties to the land and its neighbors, Plain City is well-positioned to demonstrate that responsible fireworks policy can be practical, enforceable, and fair. Neighboring communities across Weber County and the broader northern Utah region are watching for workable models — and an ordinance passed here can become the template others follow.

The Plain City Council's adoption of this ordinance will be a meaningful act of civic leadership — a signal that Plain City takes seriously its responsibility to its residents, its neighbors, and the land it calls home.

Respectfully submitted,

Amanda Moore

Submitted by:

Name: Amanda Moore, Plain City Resident

Date: May 12, 2026

Contact Information: theamandaemoore@gmail.com

KELLY'S COVE REZONE
Approximately 2131 N 4650 W
Parcel No(s): 19-033-0052,19-033-0048, 19-033-0005,
19-033-0004, and 19-033-0040

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-15 and RE-20 ZONE TO AN RE-15 and RE-20 ZONE WITH THE SENIOR HOUSING OVERLAY. THIS PROPERTY IS LOCATED APPROXIMATELY 2131 N 4650 W.

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

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

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property in their current zone with the Senior Housing Overlay:

Parcel Number - 19-033-0052 (description per Weber County Parcel Search)

PART OF THE SOUTHEAST QUARTER AND 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 IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48' EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND THENCE SOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST 443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, RUNNING THENCE SOUTH 87D07' WEST 262.32 FEET, THENCE SOUTH 5D59' WEST 171.54 FEET; THENCE SOUTH 88D16' EAST 280 FEET; THENCE NORTH 192.32 FEET, MORE OR LESS, TO POINT OF BEGINNING.

Parcel Number – 19-033-0048 (description per Weber County Parcel Search)

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 0D31' EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE SOUTH 87D57' EAST 282.6 FEET THENCE NORTH 5D48' EAST ALONG THE CENTER LINE OF STREET 143 FEET, THENCE NORTH 88D16' WEST 230 FEET THENCE NORTH 5D48' EAST 90 FEET THENCE NORTH 88D16' WEST 386.7 FEET THENCE SOUTH 5D59' WEST TO THE SOUTHERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTHEASTERLY ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 87D07' WEST AND NORTH 5D07' EAST ALONG THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY FROM THE POINT OF BEGINNING, THENCE SOUTH 5D07' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 87D07' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 87D07' 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. CONTAINING 1.24 ACRES MORE OR LESS.

Parcel Number – 19-033-0005 (description per Weber County Parcel Search)

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 0D31' EAST AND NORTH 87D07' WEST 329.5 FEET FROM THE SOUTHEAST CORNER OF SAID

QUARTER SECTION AND RUNNING THENCE SOUTH 87D07' EAST TO THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 5D07' EAST 115 FEET MORE OR LESS THENCE SOUTH 89D33' WEST ALONG SAID CORPORATE LIMITS LINE 194 FEET, THENCE SOUTH 82D08' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5D59' EAST FROM THE POINT OF BEGINNING, THENCE SOUTH 5D59' 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. CONTAINING 0.13 ACRE MORE OR LESS.

Parcel Number – 19-033-0004 (description per Weber County Parcel Search)

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 AS DEFINED BY W/RECORDED IN BOOK 633, PAGE 363, AND SOUTH 89D17' EAST 1137.7 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 15D03' WEST TO THE CORPORATE LIMITS LINE OF PLAIN CITY, THENCE SOUTHWESTERLY ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5D59' EAST AND NORTH 89D17' WEST FROM THE BEGINNING, THENCE SOUTH 5D59' WEST TO A POINT NORTH 89D17' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 89D17' EAST TO THE POINT OF BEGINNING.

Parcel Number – 19-033-0040 (description per Weber County Parcel Search)

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 89D17' EAST 1137.7 FEET, THENCE NORTH 15D03' WEST 390 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE COUNTY ROAD KNOWN AS 2150 NORTH STREET, RUNNING THENCE SOUTH 5D59' WEST 161.0 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88D16' EAST 60.35 FEET, THENCE SOUTH 15D03' EAST 134.69 FEET TO THE SOUTHERLY CORPORATE LIMITS OF PLAIN CITY TOWN, THENCE SOUTH 82D08' WEST 120 FEET, MORE OR LESS, ALONG SAID CORPORATE LIMITS LINE, THENCE NORTH 5D59' EAST 139 FEET TO THE PLACE OF BEGINNING.

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

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

Mayor Phil Meyer

ATTEST:

City Recorder



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 7th day of May, 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



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



Dawn W. Hunt
City Recorder



Reviewed and approved as to legal form



City Attorney



I (we), JACOB HONE, GROW DEVELOPMENT VICE PRESIDENT 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.

Jacob Hone

Your name here

Subscribed and sworn to me this 7th day of May 2026

Diane W Hirschi

Notary Public

Residing in: Plain City

My Commission Expires: Jan. 24, 2029





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

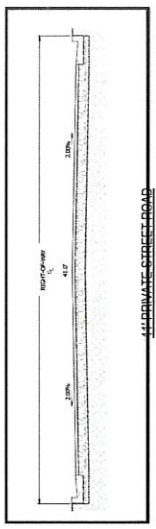
PART OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHWESTQUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48'EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND THENCESOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THE SOUTHWEST 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, TO POINT OF BEGINNING.

Site Data

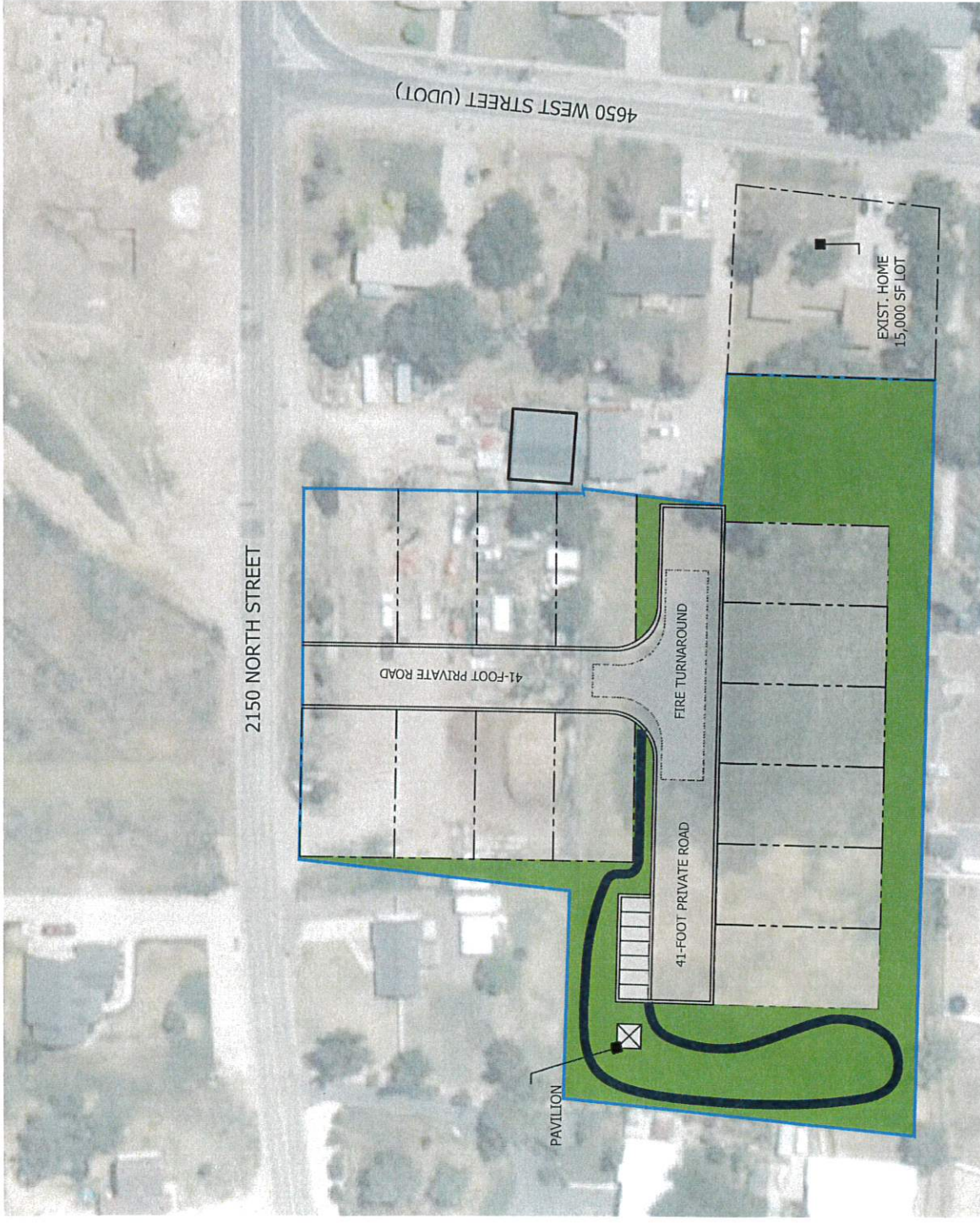
PROPERTY:
 LOTS
 3.13 AC
 43,164 SF (9,99 AC OR 204
 7,500 SQUARE FEET DRIVEWAYS
 NOT PROVIDED

Zone & Lot Requirements

ZONING: SENIORSUBURBAN
 DISTRICT: RESIDENTIAL
 BUILDING HEIGHT: 35'
 FRONT YARD: 25'
 REAR YARD: N/A
 INT. SIDE YARD: 5 FT
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



Scale: 1" = 30'-0"
 Proj. No. 116-01
 Date: 07/20/2020
 Prepared: Concept Plan 2020-07-20
 The Hunt Group, Inc.



PLAINCITYSENIOROVERLAY

OPRN SPACE PLAN

PLAIN CITY, WEBER COUNTY, UTAH

HUNT · DAY
 ARCHITECTS
 1000 S. 1000 W.
 SALT LAKE CITY, UT 84119
 PH: 801.564.4724





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 concrete walking path as depicted in Exhibit B
 - d. Three sitting benches throughout the community along the sidewalks or path
4. Developer will pay an additional park fee of \$3000 per lot with a minimum of \$42,000 paid at time of building permit fee.



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:
 - a. Have been in business for a minimum of 5 years with their primary business being community management;
 - b. Be current members of both the local and national chapters of the Community Association Institute (CAI);
 - c. Have a minimum of 5 employees;
 - d. Be staffed with employees having a minimum certification designation of Certified Manager of Community Associations (CMCA);
 - e. Be currently licensed, insured and in good standing with the State of Utah; and
 - f. 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

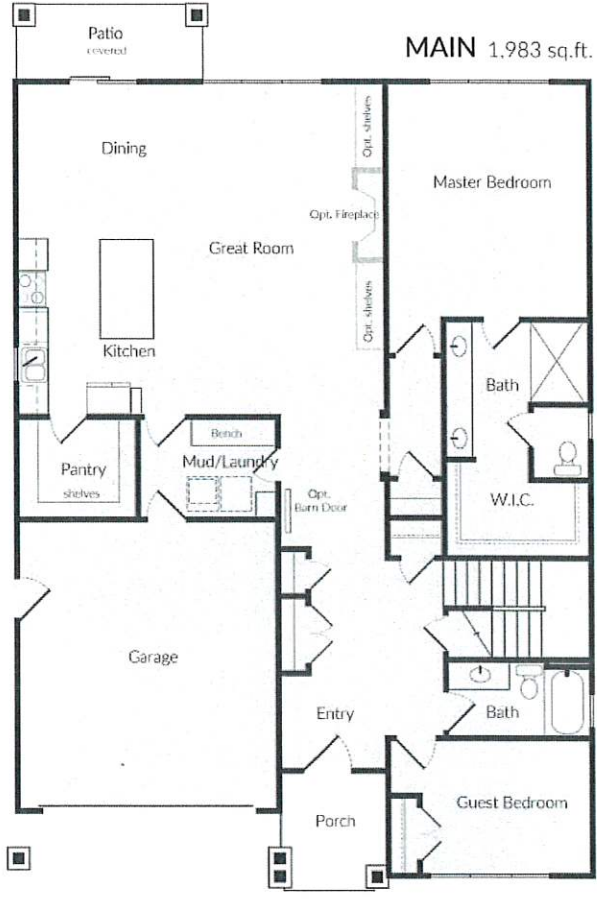
1. The Developer shall appoint an Architectural Review Committee ("ARC") to review and approve all homes to be built within the community. Each building permit submittal to Plain City shall include an ARC approval letter & checklist acknowledging each home meets the requirements as set forth in this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



Single Family Homes

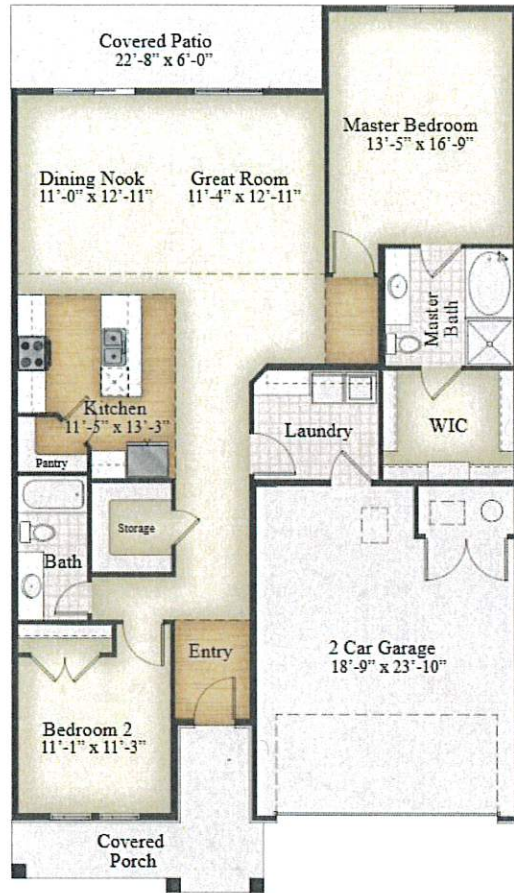
Example floor plans & elevations shown are concept plans demonstrating general ideas. Actually floor plans & elevations will differ from the examples to fit the requirements of the SHO (eg, single floor living, size of garage), but shall be of similar nature in both style and materials.

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.

WILIAM FOX, JAMES FOX AND
JOHNSON FAMILY TRUST
Approximately 4600 W 2350 N
Parcel No(s): 19-031-0001, 19-031-0032, 19-034-0014

ORDINANCE

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN A-2 ZONE TO AN RE-18.5 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 4600 W 2350 N.

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

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

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property as A-2 to a RE-18.5 zone:

19-031-0001 per Parcel Search

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 134 RODS SOUTH AND 26 RODS WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID QUARTER SECTION; RUNNING THENCE EAST 64.5 FEET, MORE OR LESS, TO THE CORPORATE LIMITS OF PLAIN CITY TOWN; THENCE SOUTHWESTERLY ALONG SAID LIMITS LINE TO A FENCE ON THE WESTERLY LINE OF A ROAD; THENCE NORTHEASTERLY ALONG SAID FENCE TO BEGINNING.

19-031-0032 per Parcel Search

PART OF THE NORTHEAST & SOUTHEAST QUARTERS OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS WEST 478 FEET AND NORTH 99 FEET AND WEST 179.85 FEET FROM THE SOUTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 23°05'50" EAST 154.98 FEET, THENCE WEST 447 FEET, THENCE SOUTH 02°10'30" WEST 374.14 FEET, THENCE EAST 128 FEET, THENCE NORTH 22°45' EAST 142.56 FEET, THENCE EAST 126 FEET, THENCE NORTH 42°30' EAST 135.3 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: BEGINNING AT THE INTERSECTION OF A FENCE RUNNING EAST AND WEST AND NORTHERLY, SAID POINT IS 338.96 FEET SOUTH 89°24'00" EAST ALONG THE SECTION LINE AND NORTH 0°36'00" EAST 2719.24 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE ALONG SAID FENCE LINE AND LINE EXTENDED NORTH 89°54'05" EAST 178.98 FEET, THENCE SOUTH 26°29' WEST 142.56 FEET, THENCE NORTH 86°18'31" WEST 128.00 FEET, THENCE NORTH 5°51'59" EAST 119.72 FEET TO THE POINT OF BEGINNING. ALSO: PART OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1996.50 FEET SOUTH AND 429.0 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHEAST QUARTER SECTION; THENCE SOUTH 214.5 FEET, THENCE SOUTH 8°31'50" WEST 123.69 FEET ALONG A FENCE ON THE WEST SIDE OF A ROAD AS NOW USED TO THE NORTHERLY PROPERTY LINE AS CONVEYED BY WD RECORDED IN BOOK 1169, PAGE 167, THENCE NORTH 74°55'22" WEST 117.87 FEET, THENCE SOUTH 15°04'38" WEST 102.0 FEET, THENCE NORTH 74°55' WEST 10.42 FEET, THENCE WEST 447 FEET, THENCE SOUTH 02°10'30" WEST 242.54 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHEAST QUARTER, THENCE WEST 293.16 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE NORTH 643.5 FEET TO A POINT 121 RODS SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE EAST 891 FEET TO BEGINNING.

19-034-0014 per Parcel Search

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; COMMENCING AT A POINT 341.43 FEET, NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 731.07 FEET; THENCE WEST 671.60 FEET; THENCE SOUTH 671.07 FEET; THENCE EAST 30 FEET; THENCE SOUTH 60 FEET; THENCE EAST 641.60 FEET TO BEGINNING. TOGETHER WITH THE FOLLOWING RIGHT OF WAY: PART OF THE NORTHWEST AND SOUTHWEST QUARTER SECTIONS OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, COMMENCING AT A POINT 401.43 FEET NORTH AND 641.6 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 32;

RUNNING THENCE WEST 60 FEET; THENCE SOUTH 1047.15FEET; THENCE NORTH 82D20' EAST 60.54 FEET; THENCE NORTH1039.08 FEET TO BEGINNING. (E#1681974 AND E#1681975)

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

Passed and ordered posted this _____ day of _____, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

NOTICE OF DECISION

Plain City, Weber County, Utah

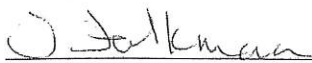
On May 14, 2026 the Plain City Planning Commission recommends

Approval, *Approval with condition(s), Disapproval, Tabled Denied
of an application for rezone property located at approx. 4600 W 2350 N from A-2 to RE-18.5 Parcels 19031001,190310032, 190340014

received from (Applicant): Taylor Leavitt & Tyler Heath

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 to approve the rezone for property located at approx. 4600 W 2350 N from A-2 to RE-18.5. Commissioner Skeen seconded the motion. Commissioners Ableman, Skeen, Ortega, Westergard and Chairman Maw voted aye. The motion carried.

Zoning Amendment Application

Location of Property 4600 W 2350 N

Land Serial Number(s) 190310001, 190310032, & 190340014

Request from Zone A-2 to Zone RE-18.5

FEE: \$200.00 Date paid 4-20-26 Receipt # 2039198

*Property Owner William Fox, James Fox, & Johnson Family Living Trust

Phone _____ Fax _____

Mailing Address _____ Zip _____

Developer/Agent Taylor Leavitt & Tyler Heath

Phone 509-720-9119 Fax _____

Mailing Address 16068 S Timber Brook Dr Draper, UT Zip 84020

E-Mail Address bmrreventures@gmail.com

LEGAL DESCRIPTION: Please Attach

TOTAL AREA – Acres or Square Feet: 15.202 Acres

Please attach a letter addressing the following:

1. Summarization of:
 - Current Plain City General Plan classification and zoning classification
 - Requested change to the General Plan classification and zoning classification
2. For what reason(s) do you suggest the change? The applicant is responsible for justifying the requested change to the General Plan and Zoning. Issues to be evaluated will include, but are not limited to:
 - adopted goals and policies as expressed in Plain City’s General Plan
 - adjacent land uses
 - population served
 - transportation impacts
 - public facilities (water, sewer, storm water, parks, schools, etc.)
 - the type of use requested and reasons why this use should be on this site
3. What is the estimated development schedule?
4. Attach a list of all adjacent properties within 500 feet. (Parcel #, name, mailing address)

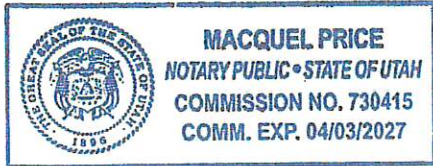
- **Current property owner(s) must sign application (see attached affidavit)**

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Sandy Jo Bywater, 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.



Sandy Jo Bywater Family of
(Property Owner) Bywater
Johnson Family Living Trust
(Property Owner)

Subscribed and sworn to me this 18 day of April, 2026.

Macquel Price
(Notary)
Residing in Weber County, Utah

My commission expires: 04/03/2027

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: _____

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), William Fox & Jane Fox, 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.

William Fox
(Property Owner)

Jane Fox
(Property Owner)

Subscribed and sworn to me this 15 day of April, 2026.

[Signature]
(Notary)
Residing in Weber County, Utah



My commission expires: 1/23/27

AGENT AUTHORIZATION

I (we), William Fox & Jane Fox, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Taylor Lantz & Hannah 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.

William Fox
(Property Owner)

(Agent)

Jane Fox
(Property Owner)

Dated this 15 day of April, 2026, personally appeared before me William Fox & Jane Fox, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

[Signature]
(Notary)
Residing in Weber County, Utah



My commission expires: 1/23/27

1. The proposed rezone is to conform with the current General Plan designation of RE-18.5, therefore no changes are requested to the General Plan
2. The requested zoning change is to allow for the development of 18,500sf minimum lots to be sold for single family homes. The proposed zoning serves as a buffer in density between the existing lots to the east (RE-15) and the agricultural uses to the west. The proposed development will increase traffic on 2350 N, so the developer is proposing widening the pavement on 2350 N between 4575 W and ~4461 W where the ROW is already widened. The proposed development will receive water from Bona Vista Water Company. Sewer will be provided by Plain City. Low pressure grinder pumps will be installed on each lot, pushing sewer up to 4575 W. An existing city storm water ditch runs along the base of the bluff at the east end of the development.
3. If approved, the estimated development schedule is for horizontal improvements to begin Q3 2026 and finish, weather depending, Q1 2027.
4. See attached.

19-034-0014

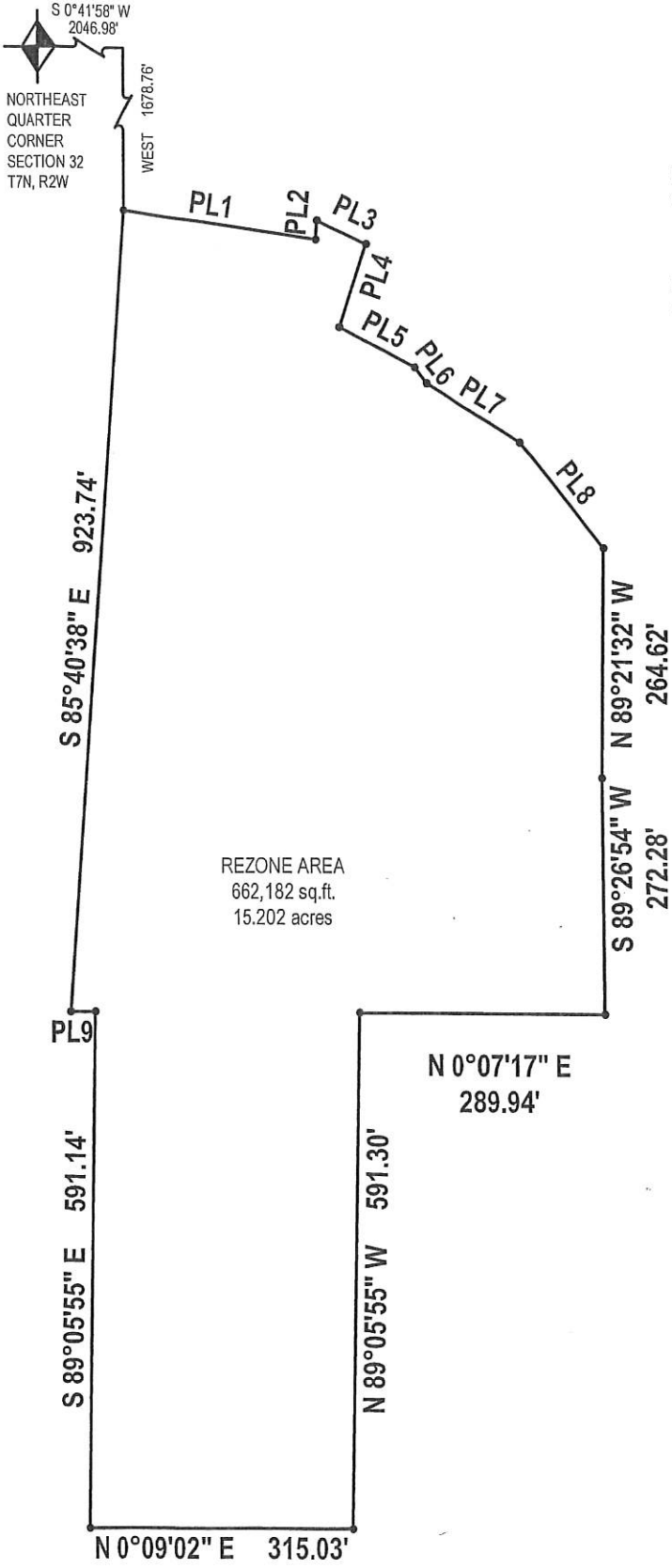
PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; COMMENCING AT A POINT 341.43 FEET, NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 731.07 FEET; THENCE WEST 671.60 FEET; THENCE SOUTH 671.07 FEET; THENCE EAST 30 FEET; THENCE SOUTH 60 FEET; THENCE EAST 641.60 FEET TO BEGINNING. TOGETHER WITH THE FOLLOWING RIGHT OF WAY: PART OF THE NORTHWEST AND SOUTHWEST QUARTER SECTIONS OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, COMMENCING AT A POINT 401.43 FEET NORTH AND 641.6 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 32; RUNNING THENCE WEST 60 FEET; THENCE SOUTH 1047.15 FEET; THENCE NORTH 82°20' EAST 60.54 FEET; THENCE NORTH 1039.08 FEET TO BEGINNING. (E#1681974 AND E#1681975)

19-031-0001

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 134 RODS SOUTH AND 26 RODS WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID QUARTER SECTION; RUNNING THENCE EAST 64.5 FEET, MORE OR LESS, TO THE CORPORATE LIMITS OF PLAIN CITY TOWN; THENCE SOUTHWESTERLY ALONG SAID LIMITS LINE TO A FENCE ON THE WESTERLY LINE OF A ROAD; THENCE NORTHEASTERLY ALONG SAID FENCE TO BEGINNING.

19-031-0032

PART OF THE NORTHEAST & SOUTHEAST QUARTERS OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS WEST 478 FEET AND NORTH 99 FEET AND WEST 179.85 FEET FROM THE SOUTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 23°05'50" EAST 154.98 FEET, THENCE WEST 447 FEET, THENCE SOUTH 02°10'30" WEST 374.14 FEET, THENCE EAST 128 FEET, THENCE NORTH 22°45' EAST 142.56 FEET, THENCE EAST 126 FEET, THENCE NORTH 42°30' EAST 135.3 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: BEGINNING AT THE INTERSECTION OF A FENCE RUNNING EAST AND WEST AND NORTHERLY, SAID POINT IS 338.96 FEET SOUTH 89°24'00" EAST ALONG THE SECTION LINE AND NORTH 0°36'00" EAST 2719.24 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE ALONG SAID FENCE LINE AND LINE EXTENDED NORTH 89°54'05" EAST 178.98 FEET, THENCE SOUTH 26°29' WEST 142.56 FEET, THENCE NORTH 86°18'31" WEST 128.00 FEET, THENCE NORTH 5°51'59" EAST 119.72 FEET TO THE POINT OF BEGINNING. ALSO: PART OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1996.50 FEET SOUTH AND 429.0 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHEAST QUARTER SECTION; THENCE SOUTH 214.5 FEET, THENCE SOUTH 8°31'50" WEST 123.69 FEET ALONG A FENCE ON THE WEST SIDE OF A ROAD AS NOW USED TO THE NORTHERLY PROPERTY LINE AS CONVEYED BY WD RECORDED IN BOOK 1169, PAGE 167, THENCE NORTH 74°55'22" WEST 117.87 FEET, THENCE SOUTH 15°04'38" WEST 102.0 FEET, THENCE NORTH 74°55' WEST 10.42 FEET, THENCE WEST 447 FEET, THENCE SOUTH 02°10'30" WEST 242.54 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHEAST QUARTER, THENCE WEST 293.16 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE NORTH 643.5 FEET TO A POINT 121 RODS SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE EAST 891 FEET TO BEGINNING.



REZONE AREA
662,182 sq.ft.
15.202 acres

REZONE DESCRIPTION

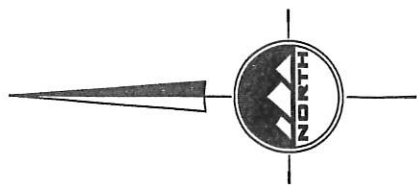
A parcel of land, situated in the North Half of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian, also situated in Plain City, Weber County, Utah. Being more particularly described as follows:

Beginning at a point being South 0°41'58" West 2046.98 feet along the Section Line and West 1678.76 feet from the Northeast Corner of said Section 32 and running thence:

South 8°27'14" West 227.77 feet;
 thence South 85°16'58" East 21.83 feet;
 thence South 24°31'58" West 63.95 feet;
 thence North 71°19'14" West 100.64 feet;
 thence South 27°03'36" West 99.77 feet;
 thence South 52°22'05" West 23.22 feet;
 thence South 31°32'07" West 129.50 feet;
 thence South 50°27'48" West 156.19 feet;
 thence North 89°21'32" West 264.62 feet;
 thence South 89°26'54" West 272.28 feet;
 thence North 0°07'17" East 289.94 feet;
 thence North 89°05'55" West 591.30 feet;
 thence North 0°09'02" East 315.03 feet;
 thence South 89°05'55" East 591.14 feet;
 thence North 0°07'17" East 30.18 feet;
 thence South 85°40'38" East 923.74 feet to the Point of Beginning.

Contains: 662,182 square feet or 15.202 acres.

LINE TABLE		
LINE	BEARING	LENGTH
PL1	S8°27'14"W	227.77'
PL2	S85°16'58"E	21.83'
PL3	S24°31'58"W	63.95'
PL4	N71°19'14"W	100.64'
PL5	S27°03'36"W	99.77'
PL6	S52°22'05"W	23.22'
PL7	S31°32'07"W	129.50'
PL8	S50°27'48"W	156.19'
PL9	N0°07'17"E	30.18'



PROJECT NUMBER
14778

PRINT DATE
2026-04-09

PROJECT MANAGER
T. WILLIAMS

DESIGNED BY
D. JUMAA

1 OF 1

FOX PROPERTY

4575 WEST 2275 NORTH
PLAIN CITY, UTAH
RE-ZONE EXHIBIT

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.856.2983

N.E. 1/4
SECTION 32, T.7N.,2W., S.L.B.&M.

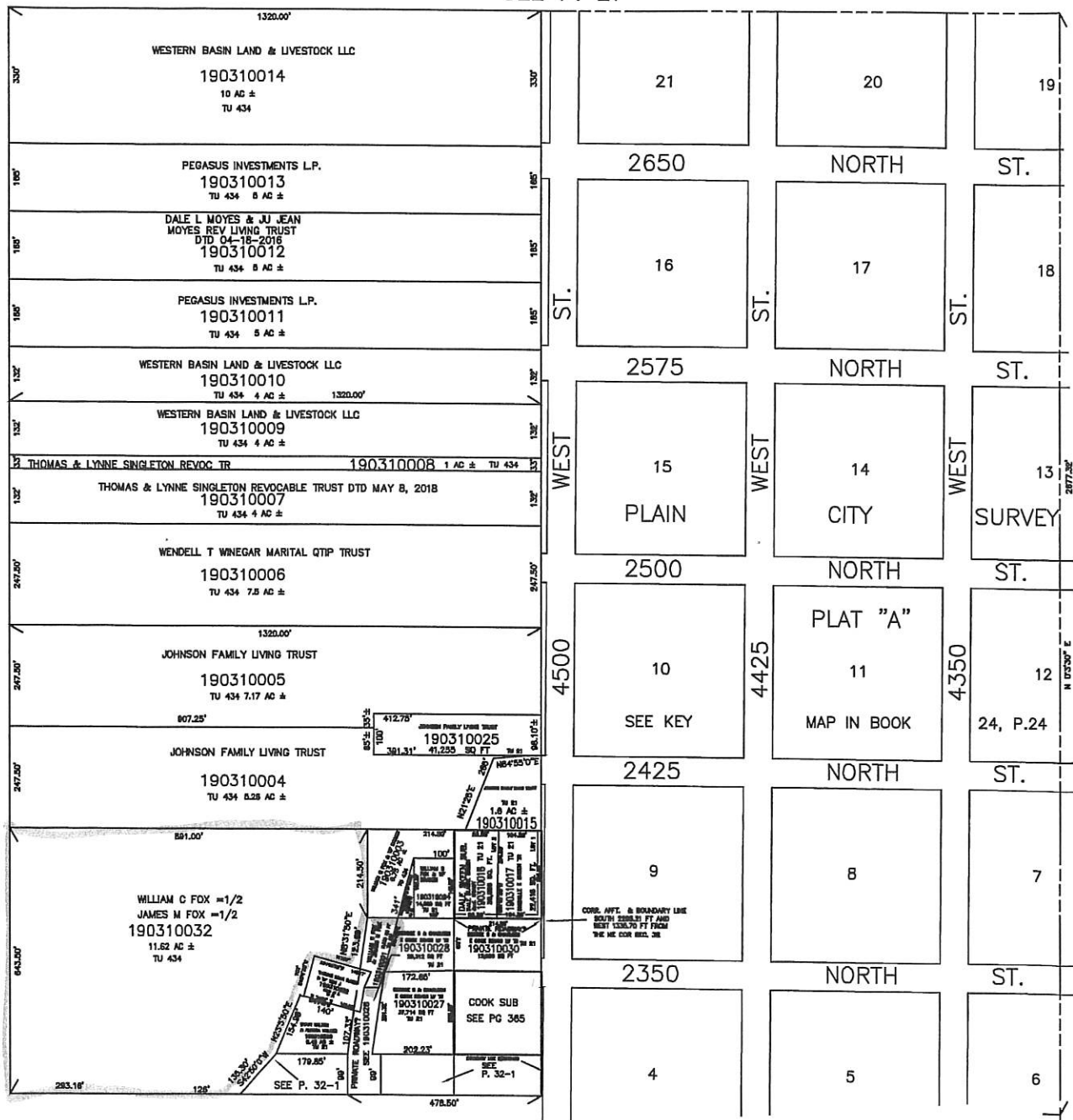
IN PLAIN CITY
SCALE 1" = 200'

PREFIX: 19-031

TAXING UNIT: 21, 434

SEE P. 27

SEE P. 34



SEE P. 32

NW. 1/4
SECTION 32, T.7N., R.2W., S.L.B. & M.

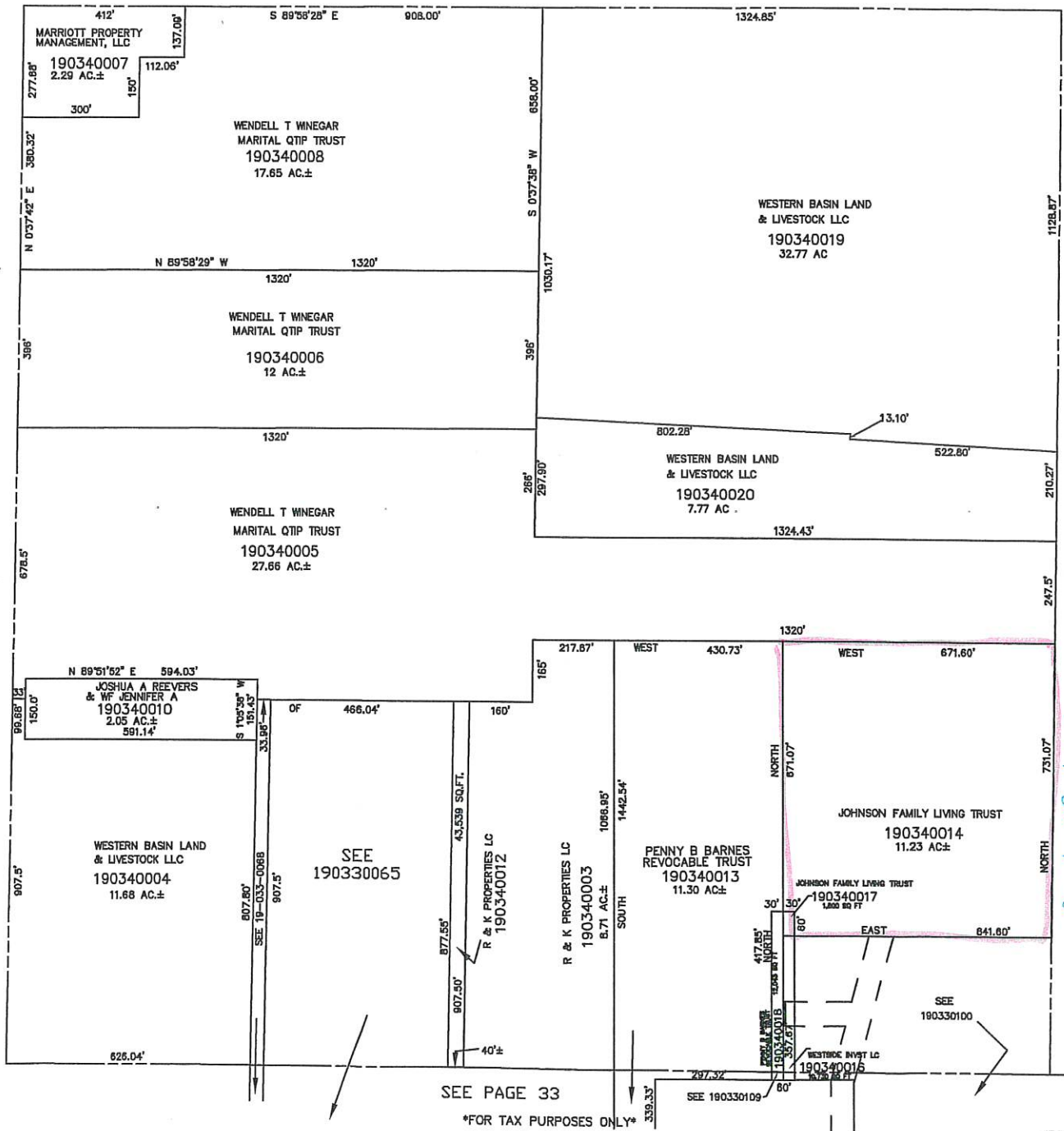
TAXING UNIT: 434

IN PLAIN CITY
SCALE 1" = 200'

SEE PAGE 27

SEE PAGE 29-1

SEE PAGE 31



part of this property

SEE PAGE 33

FOR TAX PURPOSES ONLY

RESOLUTION NO:

**A RESOLUTION APPROVING A SERVICE AGREEMENT
BETWEEN PLAIN CITY AND OGDEN TRANSFER STATION LLC
FOR DISPOSAL OF MIXED SOLID WASTE**

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

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

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

WHEREAS, the City does not currently provide solid waste disposal; and,

WHEREAS, Ogden Transfer Station LLC and Plain City have negotiated an Agreement for the purpose of providing waste disposal services for Plain City; and,

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

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

NOW, THEREFORE, the City Council of Plain City hereby resolves to enter into the attached Service Agreement with Ogden Transfer Station for the purposes authorized in the Service Agreement, and the Service Agreement is hereby approved. The Mayor of Plain City is authorized and directed to execute the Service Agreement for and on behalf of the city.

PASSED AND APPROVED by the Plain City Council this ____ day of _____, 2026.

Voting:

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

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

**SERVICES AGREEMENT – DISPOSAL
MIXED SOLID WASTE (MSW)**

OGDEN TRANSFER STATION, LLC
3027 Midland Drive, Ogden, Utah
Telephone: (801) 924-8509

City Name, (Customer): _____,

Contact Name: _____

Customer Information:

Plain City
4160 West 2200 North
Plain City, Utah 84404
801-731-4908

Type of Waste Generated: Mixed Solid Waste (MSW)

1. **Purpose of Agreement. Plain City**, ('Customer' or “City”) and Ogden Transfer Station (“Ogden TS or Contractor) (The 'Parties') enter into this Agreement to establish terms for disposal of customer’s Non-Contaminated and Non Hazardous material at Ogden Transfer Station, located at 3027 Midland Drive, Ogden, Utah. This Agreement provides general terms for all shipments of Customer's material to Ogden TS.
2. **Term and Notices.** Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement (the “Initial Term”) shall commence as of the Effective Date and shall remain in effect until June 30, 2031 This Agreement shall automatically renew for a period of 5 years (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless either Party provides written notice to the other Party at least ninety days before the expiration of the then-applicable Term that it does not desire to extend the Term.
3. **Customer's Responsibilities.**
 - a. **Acceptable Waste.** Customers, or their contracted service providers, shall tender only Acceptable Wastes to Ogden TS for transport and disposal. “Acceptable Waste” means material which is Non-Hazardous, Non-Contaminated, and which is not precluded from disposal at the landfill by other law regulation or governmental restriction. Customer agrees to exclusively direct all City contracted collection of “Acceptable Waste” from within the City limits to the Ogden TS for ultimate transportation and disposal to a landfill.

Title to Acceptable Waste will pass to Ogden TS once it is accepted at the Ogden Transfer Station. Title to and liability for any waste material that is not Acceptable Waste will at no time pass to Contractor and will at all times remain with the generator of that waste.

b . **Fees.** For services provided under this Agreement, Customer shall:

- 1) Pay \$49 per ton delivered for MSW to the Ogden TS (3027 Midland Drive, Ogden UT). Rate includes applicable taxes and fees.
- 2) Beginning January 1, 2027 and every January 1 during the term of the Agreement thereafter, all rates set forth herein shall be adjusted to reflect the most recently available trailing twelve (12) months average, utilizing October to October, in the cost of doing business, as measured by the most recently produced Consumer Price Index for All Urban Consumers: Water and Sewer and Trash (“W/S/T”) collection services (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, (West Urban) pending an annual review with the Customer. Any percent change in the CPI W/S/T shall equal the percent change in the disposal rate, with a floor no lower than zero percent (0%) per year.
- 4) In the event the average cost of fuel exceeds \$3.50 per gallon Contractor will charge a Fuel Recovery Fee (the “FRF”), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF will be determined based on the table attached hereto as Exhibit A, incorporated by reference.

c . **Payment and Service Charges.** Ogden TS shall invoice Customer monthly for all waste deposited in that period, to be paid within Twenty (20) days after receipt of invoice. Ogden TS shall charge and Customer shall pay a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, on any amounts paid after such twenty (20) day period. Customer shall also pay all reasonable costs of collection, including attorney's fees, incurred by Ogden TS in the collection of amounts owing but not paid by Customer within such twenty (20) day period.

4. **Ogden TS Responsibilities.** Ogden TS shall dispose of the Acceptable Waste pursuant to the terms herein, except in instances where: (a) Ogden TS rejects shipments of material under Paragraph 4 below (“Ogden TS Inspection of Waste”); or (b) Ogden TS rejects shipments because Customer has breached a term of this Agreement. Ogden TS shall:
 - a. maintain sufficient capacity to accept, Acceptable Waste, minimize wait times, maintain accurate weight measurements, and operate during its normal business hours.
 - b. Contractor shall maintain records of waste volumes, disposal locations, regulatory compliance. Records must be retained for at least two (2) years and made available to the Customer.
5. **Assurances.** Customer agrees to defend, indemnify and hold Ogden TS harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and all costs of defense relative thereto, including legal fees, caused by or resulting from breach of this agreement by the Customer, specifically including any breach of Customer's obligation to tender only Acceptable Waste to Ogden TS for transport or disposal. Ogden TS agrees to defend, indemnify and hold Customer harmless from and against all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, caused by or resulting from any breach of this agreement or negligent or wrongful act or omission by Ogden TS. Ogden TS shall further indemnify, defend, and hold harmless Customer from any and all environmental liabilities, including but not limited to release or threatened release of contaminants, oil, groundwater, or air contamination, cleanup costs, natural resource damages, and regulatory enforcement actions regardless of whether such liability arises before, during, or after disposal, provided the waste delivered by Customer was non-hazardous and consistent with Section 6 caused by Ogden TS's negligence or wrongful acts. This indemnity includes claims brought by regulatory agencies, adjacent property owners, employees of Contractor; and any third party. Contractor shall assume the defense of any claim upon written notice from Customer and shall not settle any claim affecting Customer without prior written consent. These indemnification obligations shall

not be limited by insurance coverage or any limitation of liability provisions. Notwithstanding any other provision herein, obligations created by this provision shall survive the Agreement

6. Insurance .

- a. The amount of insurance shall not be less than:
 - i) **Commercial General Liability:** Minimum of **\$3,000,000 general aggregate** with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 - ii) **Business Automobile Liability: \$1,000,000 combined single limit per occurrence** for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) **Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of **\$1,000,000 per accident.**
- b. Insurance is to be placed with insurers acceptable to and approved by Customer. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Customer. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- c. Customer shall be furnished with original certificates of insurance (COI) and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be received by Customer before work begins on the premises.**
- d. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- e. Any deductibles or self-insured retentions must be declared to and approved by Customer. At the option of Customer, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Customer, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to Customer guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- f. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.
- g. Under the "**Certificate Holder**" section, list the following information:

Plain City
4160 West 2200 North
Plain City, Utah 84404

7. **Extraordinary Adjustment** If disruptions in the supply chain for critical materials and equipment, labor shortages, or acts of God occur, these shall be discussed and adjustments made as needed. These unforeseen and extraordinary market conditions will be presented to Customer, and adjustments will be allowed in a timely manner.

- 8. Ogden TS Inspection of Waste.** Ogden TS shall be entitled to inspect and analyze each shipment of material tendered by Customer for transportation or disposal. Ogden TS's right to verify tests under this paragraph is entirely discretionary and imposes no duty on Ogden TS, Customer bears sole responsibility under this Agreement for tendering only Acceptable Wastes. If Ogden TS tests Customer's waste, and determines that the waste is not Unacceptable Waste, Customer shall pay Ogden TS's commercially reasonable cost incurred in testing the wastes. If Ogden TS determines that the waste is not Acceptable Waste, it may reject the waste by providing written notice, to the Customer. Removal (if necessary) and disposal of wastes rejected according to these standards shall be the responsibility of the Customer. If Ogden TS rejects waste as unacceptable, Ogden TS reserves the right to transport the waste to an alternate disposal site or to return it to Customer's site, and to collect from Customer any commercially reasonable expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.
- 9. Specific Performance as Primary Remedy (City-Favorable).** The Parties expressly acknowledge that strict compliance with the terms of this Agreement is essential to protect the public health, safety, and operational needs of the Customer. Contractor agrees that any breach or threatened breach of this Agreement will cause irreparable harm to the Customer for which monetary damages would be inadequate. Accordingly, the Customer shall be entitled, as a primary and preferred remedy, to specific performance, injunctive relief, and all other equitable remedies to enforce this Agreement, without the necessity of proving actual damages, posting bond, or establishing the inadequacy of monetary damages, to the fullest extent permitted by law. Contractor expressly waives any defense that such remedies are inappropriate or unavailable.
- 10. Cumulative and Non-Exclusive Remedies.** All rights and remedies available to the Customer under this Agreement, at law, or in equity are cumulative, concurrent, and non-exclusive. The exercise of any one remedy shall not limit or preclude the exercise of any other remedy. Without limitation, the Customer may pursue specific performance in addition to, or in lieu of, damages, termination, or any other available remedy.
- 11. No Waiver; Strict Enforcement.** No failure, delay, or course of dealing by the Customer in enforcing any provision of this Agreement shall be construed as a waiver of any rights. The Customer may enforce this Agreement strictly and in full at any time, notwithstanding any prior forbearance or failure to enforce. Any waiver must be in a written document signed by the Customer and shall be narrowly construed and limited solely to the specific instance expressly stated.
- 12. No Waiver of Future Enforcement or Remedies.** Any waiver by the Customer or Contractor of any breach or default shall not constitute or be deemed a waiver of any subsequent breach or default, whether similar or dissimilar. The Customer or Contractor's election not to pursue specific performance or any other remedy at any time shall not impair or limit its right to do so thereafter.
- 13. Contractor Acknowledgment and Estoppel.** Contractor acknowledges and agrees that it has carefully reviewed this Agreement and understands that the Customer is relying on Contractor's strict performance. Contractor shall be estopped from asserting that any provision of this Agreement is unenforceable or that enforcement by specific performance or equitable relief is unreasonable, inequitable, or contrary to public policy.
- 14. Unenforceability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
- 15. Cost or Attorney Fees.** If either Party finds it necessary to retain an attorney to interpret or enforce this Agreement as a result of any default or breach of this Agreement, the prevailing party shall be

EXHIBIT A

FRF

Fuel Min	Fuel Max	FRF/Ton
\$ 3.50	\$ 3.74	\$ 0.28
\$ 3.75	\$ 3.99	\$ 0.57
\$ 4.00	\$ 4.24	\$ 0.85
\$ 4.25	\$ 4.49	\$ 1.14
\$ 4.50	\$ 4.74	\$ 1.42
\$ 4.75	\$ 4.99	\$ 1.71
\$ 5.00	\$ 5.24	\$ 1.99
\$ 5.25	\$ 5.49	\$ 2.28
\$ 5.50	\$ 5.74	\$ 2.56
\$ 5.75	\$ 5.99	\$ 2.85
\$ 6.00	\$ 6.24	\$ 3.13
\$ 6.25	\$ 6.49	\$ 3.41
\$ 6.50	\$ 6.74	\$ 3.70
\$ 6.75	\$ 6.99	\$ 3.98
\$ 7.00	\$ 7.24	\$ 4.27
\$ 7.25	\$ 7.49	\$ 4.55
\$ 7.50	\$ 7.74	\$ 4.84
\$ 7.75	\$ 7.99	\$ 5.12
\$ 8.00	\$ 8.24	\$ 5.41

RESOLUTION NO:

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

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

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

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

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

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

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

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

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

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

Voting:

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

MAYOR OF PLAIN CITY

ATTEST:

City Recorder



Outlook

RE: [EXTERNAL] Plain City agenda

From Main,Sirikorn <smain@webercountyutah.gov>

Date Thu 3/26/2026 12:17 PM

To Diane Hirschi <dianeh@plaincityutah.gov>

Hi Diane,

I will be out of office starting the 2nd of April through to the 8th.

I did however, get a answer to your question, regarding adding an equation to the contract - The annual amount changes each year based on the final budget, the city populations, and calls/animals (whether it's animal control or animal shelter.) We can provide an updated addendum at the beginning of each calendar year to assist the cities with preparing their next fiscal year budgets.

Please let me know when the next City Council meeting is and I'll do my best to make it!

Thank you!

Siri Main

Division Director

Weber County Animal Services

Email: smain@webercountyutah.gov

Phone: 801-778-6907

Weber County

#WinningInWeber





Re: FW: Interlocal Agreement for Animal Control Services

From Brandan Quinney <bkaleiq@gmail.com>
Date Thu 2/19/2026 7:17 PM
To Phil Meyer <philm@plaincityutah.gov>
Cc Diane Hirschi <dianeh@plaincityutah.gov>; Luigi Panunzio <panunzioluigi@yahoo.com>

Hi Phil,

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

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

I have no other issues.

Brandan

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

Here is a new interlocal agreement for Animal Control Services.

Brandon, can you review.

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

From: Main,Sirikorn <smain@webercountyutah.gov>
Sent: Tuesday, February 17, 2026 9:14 AM
To: Phil Meyer <philm@plaincityutah.gov>
Subject: Interlocal Agreement for Animal Control Services

Mayor Meyer,

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

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

RECITALS

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

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

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

NOW THEREFORE, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION

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

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

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

SECTION 2. SCOPE OF SERVICES

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

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

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

SECTION 3. SHELTER SERVICES

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

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

SECTION 4. COST ALLOCATION AND PAYMENT

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

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

4.3 Late payments may accrue interest at the statutory rate.

SECTION 5. RECORDS AND REPORTING

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

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

SECTION 6. FINES, FEES, AND REVENUE

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

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

SECTION 7. EMPLOYMENT STATUS

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

SECTION 8. INSURANCE AND INDEMNIFICATION

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

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

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

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

SECTION 9. ADMINISTRATION

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

SECTION 10. DISPUTE RESOLUTION

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

SECTION 11. AMENDMENT

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

SECTION 12. COMPLIANCE WITH LAW

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

SECTION 14. ENTIRE AGREEMENT

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

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

DATED this ___ day of _____, 2025.

CITY

By _____
Mayor

Date _____

ATTEST:

Approved as to form and for compliance with state law:

City Recorder

City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
James H. Harvey, Chair

Date _____

ATTEST:

Approved as to form and for compliance with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office

CHAPTER 9

DEVELOPMENT AGREEMENTS

SECTION:

11-9-1: Purpose

11-9-2: Definitions

11-9-3: Form

11-9-4: Limitations

11-9-5: City Council Approval

11-9-6: Required Retainer And City Review Fees

11-9-7: Optional Term Sheet And Concept Plan/Map Review

11-9-8: TRC Review And Report

11-9-9: Planning Commission Recommendation

11-9-10: Public Notice

11-9-11: Recording

11-9-1: PURPOSE:

A. The purpose of the development agreement process described in this Chapter is to provide the City with a method of offering exceptions to existing City land use, infrastructure, and subdivision requirements in order to attract unique development opportunities that:

1. Align with the General Plan;
2. Improve more than one hundred (100) acres; and
3. Offer extreme benefits to the City. (Ord. 2025-09, 6-19-2025)

11-9-2: DEFINITIONS:

As used in this Chapter 9:

DEVELOPER: Any individual or entity seeking a development agreement, including property owners, professional developers, and agents of the same.

DEVELOPMENT AGREEMENT PROPOSAL and PROPOSAL: A formalized draft of a contract, not yet accepted by all parties, prepared for signing and intended as an offer by the developer to the City or vice versa. These terms do not refer to any Preliminary Materials.

PRELIMINARY MATERIALS: Concept plans and maps, term sheets, and other documents intended as tools for discussing the feasibility of a project and negotiating the basic terms of a Development Agreement Proposal. (Ord. 2025-09, 6-19-2025)

11-9-3: FORM:

A development agreement is a contract between the City and the Developer who proposes the agreement. Subject to any applicable federal, state, and county regulations, a development agreement may bestow exceptions to City ordinances. (Ord. 2025-09, 6-19-2025)

11-9-4: LIMITATIONS:

A. The City may reject a Development Agreement Proposal at any time before approval and for any reason, whether political or technical. Developers are not entitled to Proposal approval, even for applications that comply with existing City ordinances, that have been extensively discussed by the City, or that the City initiated.

B. If the City rejects a proposal to enter into a development agreement, the Developer may pursue approval of the project by complying with City ordinances and submitting the required land use and subdivision applications individually and in compliance with all existing federal, state, county, and City standards.

C. In accordance with Utah Code § 10-9a-532(2), development agreements are void to the extent that they:

1. Limit the City's future authority to enact land use regulations or other ordinances and rules that are necessary and proper to protect property in the City or to promote the health, safety, prosperity, morals, peace and good order, comfort, and convenience of the City and its inhabitants; or

2. Require the City to change the zoning designation of any land in the future.

D. Change Of Ownership:

1. In accordance with Utah Code § 10-9a-532(2)(f), development requirements, regulations, or controls described in a development agreement do not run with the land and are enforceable only against the named parties to the contract.

2. If a Developer who becomes party to a development agreement is not an individual (e.g., where the Developer is a partnership, corporation, LLC, trust, or other entity), the development agreement shall remain enforceable against the City only as long as the Developer, including any parent company, is owned by the same individuals who owned the Developer at the time the development agreement is entered into. Any change of ownership of Developer by merger, acquisition, stock sale, redemption, or sale of more than fifty percent (50%) of the Developer's assets shall, at the City's option, terminate the development agreement and the Developer's rights and entitlements thereunder. The City's option to terminate the development agreement for a change in Developer's ownership may be exercised by the City Council and shall be construed as an addition to any of the City's rights and remedies described in the development agreement. The Developer shall not have a right to terminate the development agreement in the case of a change of ownership described in this paragraph.

E. Expiration: Each development agreement shall terminate no later than ten (10) years after the day the agreement is executed. Upon termination of the agreement, all vested rights under the agreement held by the Developer or other private parties and concerning undeveloped or partially developed parcels shall terminate. All vested rights under the agreement shall continue on fully developed parcels. After the agreement terminates, the Developer may submit a new Proposal to continue developing any undeveloped or partially developed parcels. This paragraph shall be interpreted as an addition to any termination effects or breach of contract remedies described in the agreement.

F. Milestones: To the extent described in a development agreement, the City may require the Developer to meet certain milestones of development completion as a condition of Developer retaining entitlements under the agreement.

G. Amenities: To the extent described in a development agreement, the City may require the Developer to construct certain infrastructure, improvements, and community amenities and to do so prior to certain development phases. (Ord. 2025-09, 6-19-2025)

11-9-5: CITY COUNCIL APPROVAL:

A. The City Council is solely authorized to enter into development agreements with private parties and public entities:

1. Through a majority vote of the Council, evidenced by the Mayor's signature on a Development Agreement Proposal;
2. Following a public hearing and recommendation by the Planning Commission;
3. After reviewing any applicable staff reports;
4. After ensuring that adequate public notice was achieved for the above actions;
5. After the developer has paid all fees and outstanding invoices from the City; and
6. In accordance with Utah Code §10-9a-532, as amended.

B. The City Council may amend any Development Agreement Proposal before entering in to the development agreement. The City Council may accept, revise, or reject any Proposal terms suggested by a Developer, the Planning Commission, or the TRC.

C. The City Council may review a Proposal indefinitely.



DEVELOPMENT AGREEMENT PROCEDURE: OVERVIEW



(Ord. 2025-09, 6-19-2025)

11-9-6: REQUIRED RETAINER AND CITY REVIEW FEES:

A. A Developer seeking a development agreement shall be liable to reimburse the City for the City's personnel costs incurred in reviewing and revising Preliminary Materials and Development Agreement Proposals. The City's

personnel costs include the time of City employees and outside consultants, engineers, and contractors, assessed at the City's standard hourly rates.

B. Before the City reviews any Preliminary Materials or Development Agreement Proposal, the Developer must:

1. Provide a retainer to the City of at least twenty thousand dollars (\$20,000.00); and

2. Acknowledge in writing the City's applicable hourly rates and authorize the City to reimburse itself from the retainer at said hourly rates.

C. The Developer must promptly replenish the retainer to its original amount at any time that the retainer decreases below four thousand dollars (\$4,000.00). Unused funds shall be returned to the Developer at the time the development agreement is signed or earlier at the Developer's request.

D. The City's use of retained funds does not entitle the Developer to City approval of any Proposal. In reimbursing the City under this Section and in paying any other fee required by the City, the Developer proceeds at the risk that the City may reject any Proposal at any time. (Ord. 2025-09, 6-19-2025)

11-9-7: OPTIONAL TERM SHEET AND CONCEPT PLAN/MAP REVIEW:

The Technical Review Committee (TRC), Planning Commission, and City Council may produce or review Preliminary Materials and provide comments on the same to a Developer. These Preliminary Materials and City comments on, concurrence with, or suggestions based on the same shall not in any way be construed as binding against the City. (Ord. 2025-09, 6-19-2025)

11-9-8: TRC REVIEW AND REPORT:

A. Upon the City's receipt of a Development Agreement Proposal, the Technical Review Committee shall review the Proposal for feasibility and desirability and compile all comments into a report for review by the Planning Commission and City Council.

B. The TRC may discuss the Proposal with the Developer to request information or suggest changes. The TRC may consider comments from outside consultants contracted with the City and any City staff member or affected entity.

C. Once the report is complete, or upon request by the Planning Commission or City Council, City staff shall schedule the Proposal for consideration at the next Planning Commission meeting for which adequate public notice can be achieved. (Ord. 2025-09, 6-19-2025)

11-9-9: PLANNING COMMISSION RECOMMENDATION:

A. The Planning Commission shall review all Development Agreement Proposals and shall provide a recommendation on the same to the City Council. The recommendation may be for, against, or for with modifications and must include all written and oral objections received from the public.

B. Before providing its recommendation, the Planning Commission shall hold a public hearing and consider all written and oral objections received at the public hearing. (Ord. 2025-09, 6-19-2025)

11-9-10: PUBLIC NOTICE:

All public meetings and hearings by the City to consider a Development Agreement Proposal must be noticed as if the meetings and hearings were intended to adopt or amend a land use regulation under Utah Code § 10-9a-205. (Ord. 2025-09, 6-19-2025)

11-9-11: RECORDING:

City staff shall cause any fully executed development agreement to be recorded in the County Recorder's Office.
(Ord. 2025-09, 6-19-2025)

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)

NOTICE OF DECISION

Plain City, Weber County, Utah

On March 3, 2026 the Plain City Planning Commission recommends

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

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

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

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



City Official

*Condition(s)/Notes:

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

Application # _____

Zoning Amendment Application

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

Land Serial Number(s) 190270007

Request from Zone A-2 to Zone C-3

FEE: \$200.00

Date paid 1-21-26 Receipt # 2038913

*Property Owner Western Basin Land & Livestock LLC

Phone _____ Fax _____ Email _____

Mailing Address 5238 W 2150 N, Plain City Zip 84404

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

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

Mailing Address 1309 N 2050 E, Layton Zip 84040

LEGAL DESCRIPTION: Please Attach

TOTAL AREA – Acres or Square Feet: 50.51 acres

At the time of submittal of application, please attach a letter addressing the following:

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

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

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

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

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

Kami F. Marriott
(Property Owner)

(Property Owner)

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



Amy Roskelley
(Notary)
Residing in Weber County, Utah

My commission expires: 2-11-2027

AGENT AUTHORIZATION

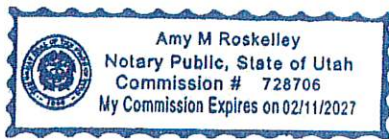
I (we), Kami F. Marriott, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Yulee Yates, Brady Dodson or Britta Porges to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative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

[Signature]
(Agent)

Kami F. Marriott
(Property Owner)

(Property Owner)

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



Amy Roskelley
(Notary)
Residing in Weber County, Utah

My commission expires: 2-11-2027

AFFIDAVIT

PROPERTY OWNER

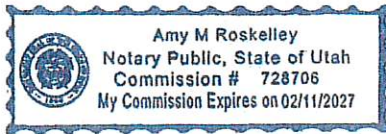
STATE OF UTAH)
) ss
COUNTY OF WEBER)

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

Kami F. Marriott
(Property Owner)

(Property Owner)

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



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AGENT AUTHORIZATION

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[Signature]
(Agent)

Kami F. Marriott
(Property Owner)

(Property Owner)

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



Amy Roskelley
(Notary)
Residing in Weber County, Utah

My commission expires: 2-11-2027



Battle Forged Foundation
1309 N 2050 E
Layton, UT 84040

November 7, 2025

Plain City
4160 W 2200 N
Plain City, UT 84404

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

Dear Members of the Planning Commission,

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

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

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



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

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

Sincerely,

Brady Blackner, President
Battle Forged Foundation



From the Plain City General Plan

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

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

GOALS & OBJECTIVES

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

OVERALL GOALS p. 5

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



COMMERCIAL OBJECTIVES p. 6

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

PUBLIC UTILITIES AND SERVICES OBJECTIVES p. 8

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

p. 12

More trails and bike paths 23%

More parks, ball fields and places for recreation 19%

COMMERCIAL ACTION PLAN p. 23

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

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



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

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

Property Address

WESTERN BASIN LAND & LIVESTOCK
LLC

Mailing Address

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

Parcel Number: 190270007

Tax Area: 435

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
2437589			October 02, 2009

Kind of Instrument SP WARRANTY DEED

Prior Parcels

Legal Description

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

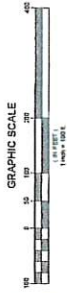
PLAIN CITY SHOOTING AREA

SCHEMATIC PLAN



PREPARED FOR:
THE BATTLEFORGED FOUNDATION

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



LAND USE TABLE
TOTAL AREA = 23.9 ACRES

NO.

DATE

REVISION

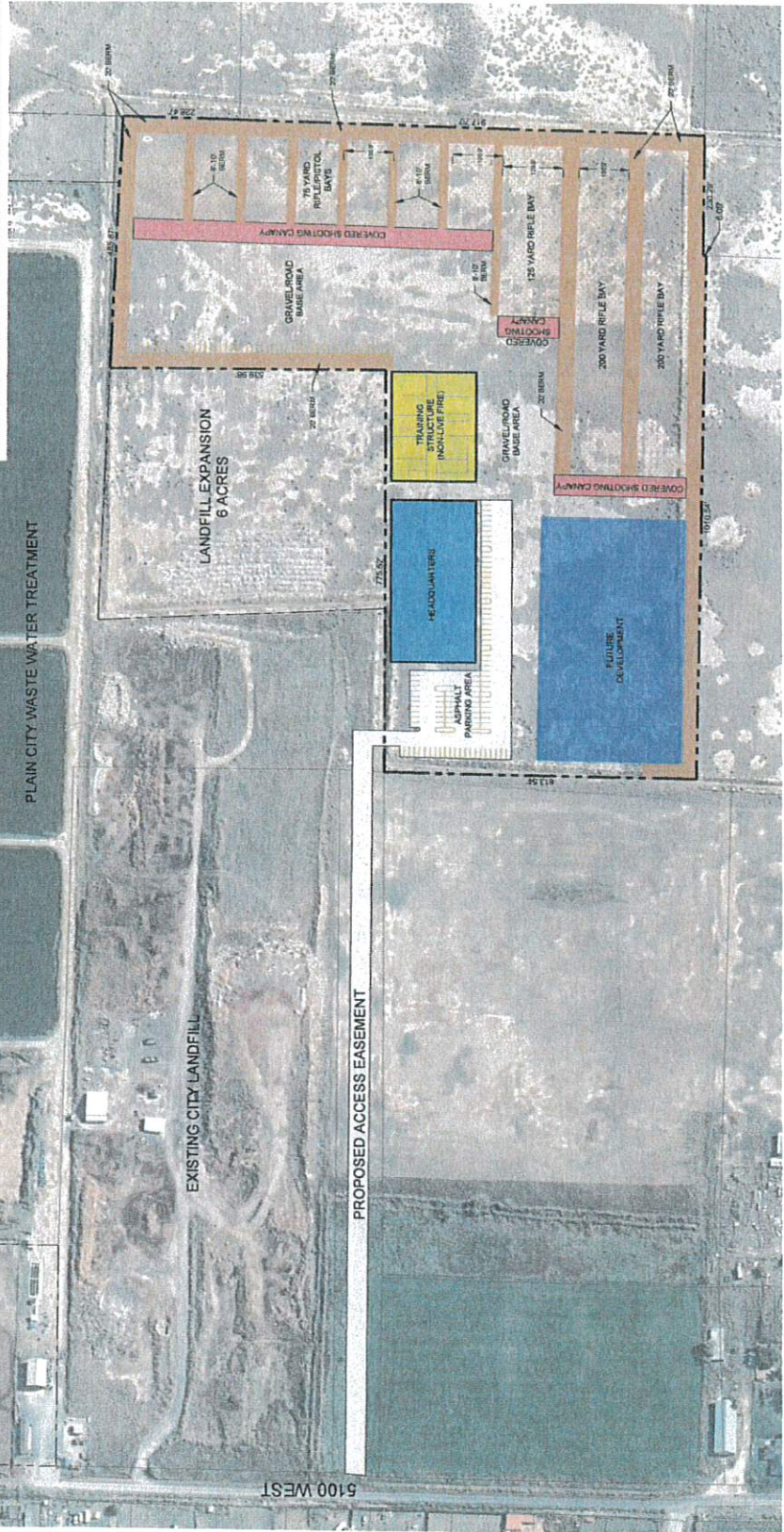
PLAIN CITY WASTE WATER TREATMENT

EXISTING CITY LANDFILL

LANDFILL EXPANSION
6 ACRES

PROPOSED ACCESS EASEMENT

5100 WEST



PLAIN CITY SHOOTING AREA

SCHEMATIC PLAN

PLAIN CITY, WEBER COUNTY, UTAH

Scale in Feet
1/8" = 100' (Horizontal)
1/16" = 100' (Vertical)



DESIGN: SPA
CHECKED: SPA
DATE: 05/11/2011

SHEET: C1

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

IN PLAIN CITY & WEBER COUNTY

TAXING UNIT: 21, 434, 435

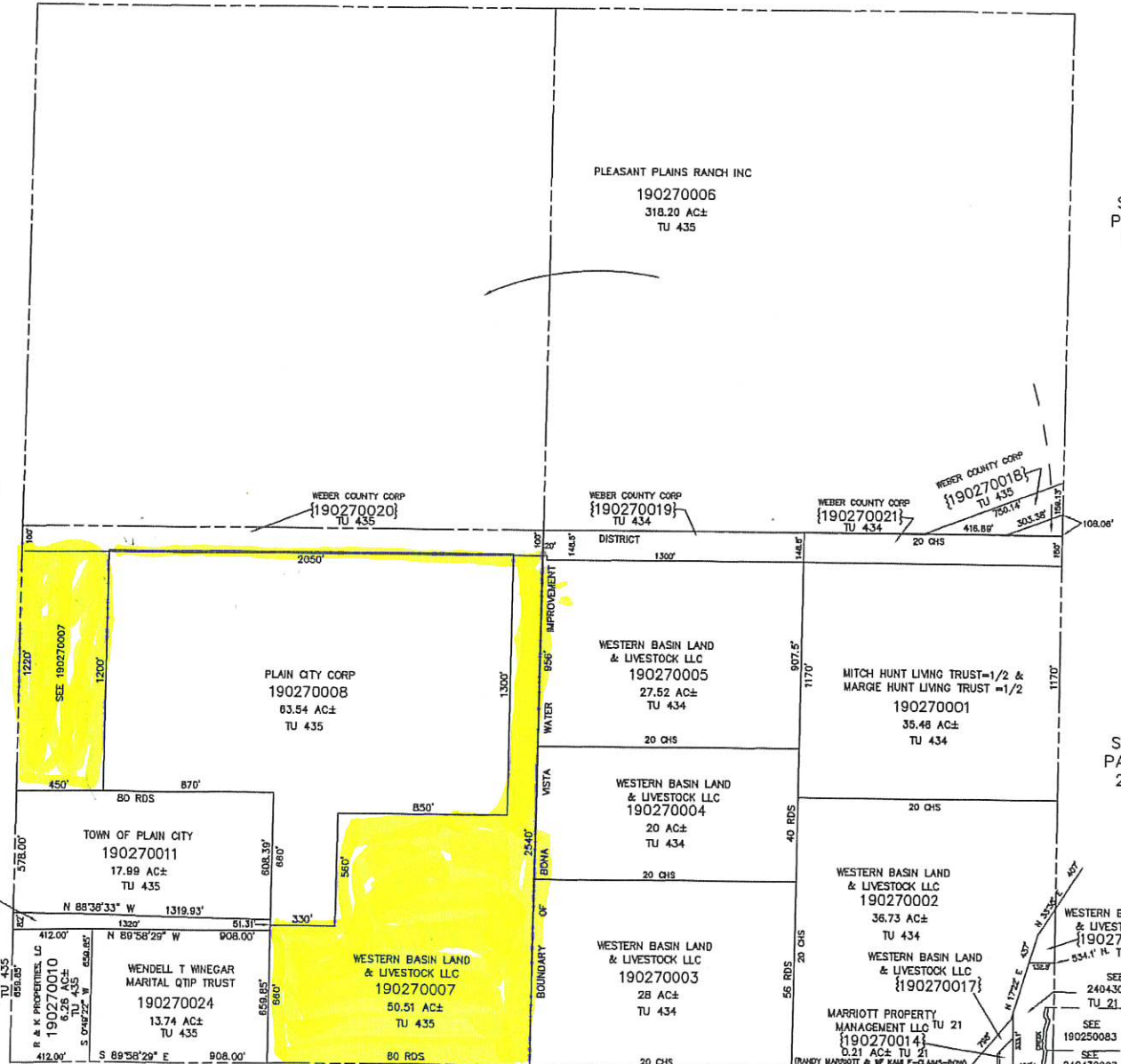
SCALE 1" = 400'

SEE PAGE 8

PLEASANT PLAINS RANCH INC
190270006
318.20 AC±
TU 435

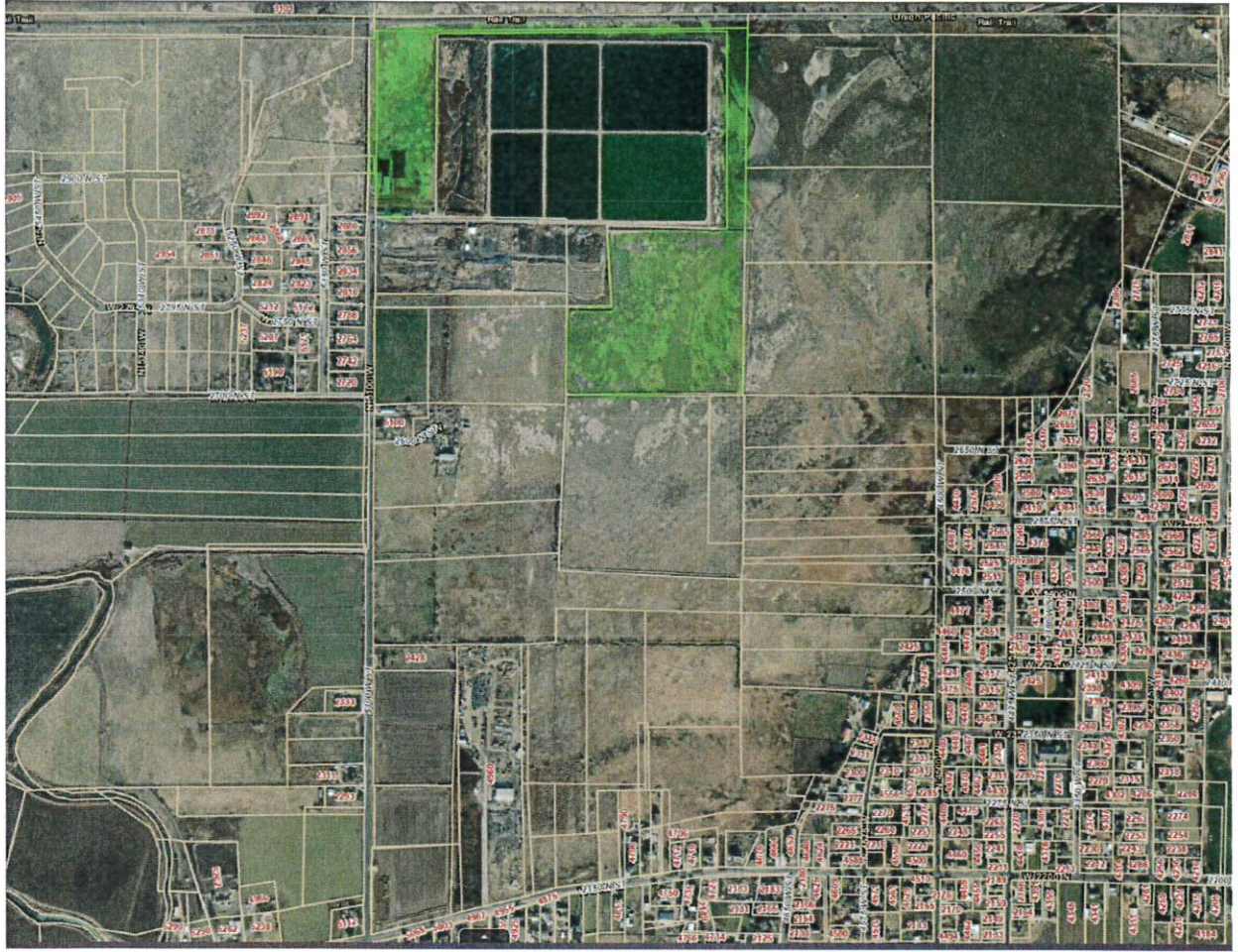
SEE PAGE 26

SEE PAGE 28



SEE PAGE 25

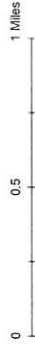
Geo Gizmo



Plain City Future Land Use

8/30/2018

- Plain City Boundary
- Study Area Boundary
- Equestrian
- Critical and Sensitive Lands
- Parks, Recreation, and Open Space
- Open Space, Agriculture, and Low Density Residential
- Low Density Residential
- Medium Density Residential 1
- Medium Density Residential 2
- Medium Density Residential 3
- High Density Residential
- Commercial
- Industrial
- City Center
- Municipal, Schools, and Churches
- Principal Arterial
- Minor Arterial
- Collector
- Local
- HF Bus (Transit)



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