

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 5, 2020

The City Council of Plain City convened in a regular meeting at City Hall on Thursday, November 5, 2020, public was also accessible via ZOOM beginning at 7:00 p.m.

Present: Councilmembers Chad Allen, Rachael Beal, Buddy Sadler, Don Weston and Todd Skeen
Present via Zoom: Mayor Jon Beesley
Staff Present: Diane Hirschi, Dan Schuler, Mike Kerswell
Present: Blake Neil, Andy Weston, Lisa and Neil Cox, Nick Heslop, Lt Horton
Attendance via Zoom: Rob Ortega, Jim and Carol Jean Beesley, TJ Larson

Call to Order: Mayor Beesley
Pledge of Allegiance: Councilmember Beal
Invocation/Moment of Silence: Councilmember Allen

Approval of Minutes from October 15, 2020

Councilmember Allen moved to approve the minutes from the regular meeting of the City Council on October 15, 2020 as presented. Councilmember Sadler seconded the motion. Councilmembers Allen, Beal, Sadler, Weston and Skeen voted aye. The motion carried.

Comments: Public

Plain City resident, Lisa Cox expressed appreciation for the implementation of the curb-side green waste disposal program. She sought updated data on the affect it is having on Weber County transfer station tipping fees. City Recorder, Diane Hirschi indicated; because the program has been in place for such a short time, the monthly tipping fee statement(s) will not produce a reliable comparison. Councilmember Weston informed that the amount of waste going to the transfer station has been reduced by a number of tons. He acknowledged that City expenditures for garbage collection will be reduced accordingly. Lisa Cox noted; the agenda shows that an increased fee for yard waste pick up will be deliberated at this meeting. She recalled assertions made by the trash hauler, that the agreed rate would be increased if the number of participating households declines. She hoped for conclusive evidence that tipping fee savings, resulting from the new program, would offset the increased green waste hauling charges so residents would not have to pay extra. She noted that the curb-side Green Waste Program was presented as a mechanism to save the City money through reduced tipping fees.

Report from Planning Commission

Planning Commissioner, Blake Neil reported that the application for the Taylor Parks Three subdivision was reviewed at the last Planning Commission meeting. He indicated that the agenda item was tabled, pending an acceptable response by the developer to the City Engineer's written recommendations. He commented on lot frontage and public thoroughfare concerns related to the project. He reported that a Public Hearing on a proposed rezone of property at 3600 W 2200 N was scheduled for November 12, 2020. He stated that the applicant would like to change the zoning of a segment of the parcel from A-1 to RE-18.5, which is consistent with the General Plan – Future Land Use Map. Councilmember Sadler queried if the legal description of the parcel has been revised to allow the proposed zoning amendment. Commissioner Neil advised that the parcel has not been subdivided and only a portion of the overall property is intended to be rezoned. He suggested that rezoning the entire parcel would be in the City's best interest. He pointed out that the proposed arrangement would form a small island of RE-18.5 zoned property in the midst of a larger expanse of RE-20 and A-1 plots. Councilmember Sadler asserted that the current owner of the parcel should be on the zoning amendment application. Commissioner Neil deduced; if a segment of the parcel is to be rezoned, the parcel should first be subdivided. He affirmed that the land owner is identified as the applicant on the rezone petition. Councilmember Sadler noted that the parcel is split by a road that was put in by the City, yet it holds a single parcel number. Commissioner Neil reported that an amendment to the Circle H subdivision was approved.

Discussion/Motion: Subdivision Amendment – Circle H Subdivision – 1 lot – 4191 W 1975 N

Property owner, Nick Heslop indicated that a Deferral Agreement for improvements has been signed and submitted. He confirmed that he will be building his home on amended plat lot 6. He commented on plans for future development of family-owned property behind his building lot. Councilmember Sadler verified that lots 1 through 6 are the only building lots in this phase of the Circle H subdivision. Nick Heslop noted that lot 5 might be subdivided and developed in the future. Councilmember Weston commented on a sixty-foot access to lot 5 that is shown on the plat, between lots 2 and 6. Nick Heslop acknowledged that the mentioned access meets requirements for an improved street, should the remainder parcel be developed. He noted that the footprint of his home to be built on lot 6 complies with corner lot site development

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standards. Mayor Beesley asked that the City Engineer's memo for this project be reviewed by Public Works Director, Dan Schuler. Dan Schuler recited the comments and affirmed that his and the Engineer's concerns were adequately addressed. **Councilmember Allen moved to approve the Subdivision Amendment – Circle H Subdivision – 1 lot – 4191 W 1975 N. Councilmember Weston seconded the motion. Councilmembers Allen, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Discussion/Motion: CARES Act Purchases and Transfer to Weber County

Mayor Beesley explained; the State of Utah has distributed a portion of its Coronavirus Relief Fund provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to Utah's counties and municipalities through a population-based formula. In an effort to distribute this funding, Weber County has partnered with Plain City to advance the Weber CARES -Coronavirus Relief Fund. He indicated that financial assistance has been allocated to small businesses, located in unincorporated Weber County and the partnering cities, which have been negatively affected and suffered economic hardship due to business interruption during the COVID-19 pandemic. Plain City is now eligible for receipt of direct payments to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease that were not accounted for in the budget most recently approved and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. City Treasurer, Ryan Child confirmed that the state is requiring the allocations be finalized by November 30, 2020. He reported that the City has received two payments from the State of Utah for COVID-19 related expenditures. He explained that the funds are highly regulated and listed constraints under which the monies are to be utilized. He noted that the United States Treasury has made an administrative accommodation that all public safety wages and benefits are eligible for CARES Act funding, since March 1, 2020. He outlined proposed budgeting for the Plain City Fire Department. He mentioned a transfer that will be made to Weber County as part of an interlocal agreement. He indicated; CARES Act funds that are not spent locally, by November 30, 2020 will be sent back to the Federal Government, the State of Utah, or remitted to Weber County. He outlined proposed expenditures for City Administration and the Public Works Department. Councilmember Weston clarified that the proposed expenditures should be substantially dedicated to the COVID response. He remarked on oversight and auditing of the Federal funds that will be spent locally. Ryan Child stated that this money could be subject to the Single Audit Act. Under the Act, an independent auditor would be appointed to test the expenditures against Federal requirements. He expected that auditing will be ordered if the City's spending of CARES Act funds exceeds \$750,000. He advised that the State of Utah is also watching how the money is being spent by counties and cities via a transparency website. Councilmember Weston asked if Ryan Child has reviewed the list of proposed expenditures for Plain City. Ryan Child indicated that he has reviewed Federal regulations and shared them with department heads. He understood that the department heads generated their lists with serious consideration of United States Treasury regulations. He affirmed that all presented disbursements qualify for CARES Act funding. Councilmember Weston questioned the germaneness of proposed purchases:

- 1.) Wireless Laser-jet Printer
- 2.) Pack Test Vests
- 3.) Training Shelters

Diane Hirschi remarked on possible staff quarantining and work-from-home scenarios. She stated that the device will be available for off-site printing of checks and documents required to for City operations. Ryan Child read from notes provided by Fire Chief Larson, summarizing mandated equipment quarantining protocols. Assistant Fire Chief, Andy Weston explained how the controls delay and disrupt important firefighter training exercises. Councilmember Weston expressed appreciation for the explanations. Ryan Child commented on replacement of items purchased with CARES Act money, in the event of breakage or loss. Councilmember Beal mentioned items from the list; Easter Scavenger Bags and Signs. She wondered if trappings for other holiday celebrations should be considered. Mayor Beesley described how department heads decided on items to be included on the list. He emphasized the importance of being careful with the resources, especially by avoiding waste. He concluded; by returning an unused portion of the relief allotment to Weber County, Plain City citizens will benefit from funds distributed to nonprofits and other entities throughout the region. Councilmember Allen commented on Weber County's role in distributing funds to municipalities. He recognized the notable effort by City staff, to appropriately apply the sizable disbursement. Ryan Child verified that the County is handling the administration of CARES Act funds that they've received from the State of Utah. He affirmed that County officials will make sure the City's requests conform with Federal regulations. Councilmember Sadler apprised that Plain City could have opted to administrate the funds themselves. **Councilmember Sadler moved to accept the CARES Act Purchases and Transfer to Weber County, as presented. Councilmember Skeen seconded the motion. Councilmembers Allen, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

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Discussion/Motion: Resolution – Yard Waste Monthly Fee - \$3.65 to \$4.00

Mayor Beesley reminded the Council; Econo Waste owner, Val Sanders divulged that charges to the City for Yard Waste dumping will necessarily be increased if a significant number of households opt out of the program. He reported that about 10% of residents have returned their green waste bins. He indicated that a 35¢ (per household) increase has been imposed by the trash hauler. He notified that the additional cost will be passed down program participants.

Councilmember Sadler referred to comments made by Lisa Cox at the start of the meeting, regarding expected tipping fee savings and the possible offsetting of the imposed surcharge. He voiced his opinion that the concept is sensible. He suggested that more residents will likely opt out of the program if the fee is raised. Councilmember Beal agreed with Councilmember Sadler's assessment of Lisa Cox's proposal. Councilmember Allen stated that the City does not make money from fees charged for waste disposal services. He supported waiting for more accurate tipping fee comparisons before the extra cost is passed on to citizens. Mayor Beesley calculated the total additional charge, per month, that the City will pay for green waste hauling. Councilmember Weston figured that Weber County Transfer Station tipping fee reductions will be considerably greater than the total additional charge. Mayor Beesley thanked Lisa Cox for her input on the matter. **Councilmember Weston moved to maintain the Yard Waste Monthly Fee - \$3.65. Councilmember Sadler seconded the motion. Councilmembers Allen, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Motion: Approval of Business Licenses

None

Motion: Approval of Warrant Register

See warrant register dated 10/15/2020 to 10/31/2020. **Councilmember Allen moved to approve and pay the bills as presented. Councilmember Sadler seconded the motion. Councilmembers Allen, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Beal reiterated a plea posted on Facebook by Chief Larson, that the general public not congregate in areas where emergencies are happening. She spoke of on-scene conditions that affect the safety of responders. She advised that social media should not be a place for exchanging news about crises - this might exaggerate the unfolding situation and also unintentionally misinform. She remarked on the compulsion to publish posts about injuries or fatalities before family members and close friends have been appropriately informed. She spoke of the Code Red program for public notification of emergency situations. Chief Larson expounded; once registered for the Code Red program, citizens will receive notifications related to their neighborhood regardless of where they are – sending a recorded voice messages to cell phones and land lines. Written messages will be sent to email and text devices. He explained that curious passing motorists or pedestrians pose a serious and substantial threat to themselves and everyone working at or passing through the incident management area. If not absolutely needed to render assistance or provide information to law enforcement, they should not be near the scene. Weber County Sheriff Lieutenant, Mark Horton spoke of two major law enforcement incidents that occurred in Plain City within the last week. He informed that live posts on a local Facebook page put a strain on first responders. He commented on contamination that happens when neighbors converge on active or recently active crime scenes.

Councilmember Skeen reported observing well maintained restroom facilities in Pioneer Park. He noted that the public drinking fountain in that park is cracked. He reported that a streetlight on 1975 North Street, near the cemetery, is functioning intermittently. Dan Schuler agreed to check the streetlight. He assumed that the reported issue is already on his list of tasks that he intends to accomplish.

Councilmember Weston commented on balloting results for the merging unincorporated areas of Reese, Taylor, Warren, West Warren and West Weber into one new city called West Weber. He noted that related studies show Plain City charges substantially higher fees for parks than do surrounding communities.

Mayor Beesley reported a recent spike in local COVID-19 cases. He urged citizens to avoid being exposed to this virus by cleaning hands often, avoiding close contact with people who are sick and covering their mouth and nose with a mask when around others. He announced that the Senior Center is closed indefinitely. He thanked City staff for coordinating reservation cancellations in a timely manner. He voiced gratitude for the Council's evaluation and approval of proposed CARES Act expenditures.

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At 8:04 p.m. Councilmember Weston moved to adjourn and was seconded by Councilmember Skeen seconded the motion. The vote was unanimous.

DRAFT

City Recorder

Mayor

Date approved

Recording Requested By and
When Recorded Return to:

Planning and Zoning Administrator
City of Plain City
4160 W 2200 North
Plain City, UT 84404 - 9640

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Nilson Land Development, LLC, (herein "Developer") for the land to be included in or affected by the project located at approximately 3000 West 3000 North, Plain City, Utah, and, PLAIN CITY, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer is acquiring and/or is the owner of approximately 31.92 acres of real property located within the City limits of Plain City, Utah as described in "Exhibit A – Legal Description" (herein known as "Property"), on which it proposes the development of residential housing (herein known as "Project"); and

WHEREAS, Developer has voluntarily represented to the Plain City Council that it will enter into this binding Development Agreement; and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and, addresses the more specific development issues set forth in this Agreement and is willing to abide by the terms of this Agreement; and

WHEREAS, the proposed Project is in accordance with the City land use designations, and, the proposed Project includes properties within an area currently zoned "RE-15," a current City zoning designation; and

WHEREAS, the Developer has been granted approval for a Residential Overlay zoning designation to develop the Property into a more creative land use design open spaces as generally shown on the Preliminary Development Plan attached hereto as "Exhibit B – Preliminary Development Plan"; and

WHEREAS, the intent of this Development Agreement is to protect the rights of Developer's use and enjoyment of the Property while at the same time limiting any adverse impacts of the Project upon neighboring properties and the existing community and ensuring the Property should be developed in a manner consistent with the City's General Plan and city code; and

WHEREAS, the Developer and City have agreed to the use restrictions and other limitations set forth herein upon the use and development of the Property and have consented to develop the Property in compliance with the Residential Overlay designation with the requirements set forth in this Development Agreement; and

WHEREAS, all exhibits mentioned herein are attached hereto and are incorporated herein by reference; and

WHEREAS, The City, acting pursuant to its legal authority under UTAH CODE ANNOTATED § 10-9-101, et seq., and its ordinances, resolutions, and regulations and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I ZONING

- 1.1 With the prior granting of Preliminary Plat approval in compliance with the RE 15 zone and with the additional Residential Overlay approval and upon the granting of Preliminary Plat approval of the Project, the City grants Final Plat approval for Phase I as shown on "Exhibit C" on the Property, and after passage of said actions, both City and Developer are subject to the provisions of this Development Agreement. The action will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement in the office of the Weber County Recorder.

ARTICLE II CONDITIONS ON DEVELOPMENT

- 2.1 Developer will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Further, Developer has submitted such applications regarding preliminary and final plat reviews, required by the City Code, which comply with the City Code, as it existed at the time such applications were made, except as otherwise provided within this Agreement, and local building codes which are changed or adopted from time to time.
- 2.2 The Preliminary Development Plan represents the Developer's current concept for completion of the project. As Final Plat and Plans evolve for each phase, the City

understands and agrees that certain changes or deviations from that concept may occur. If the City determines that any such change is substantially different from the original concept plan, it may require additional public comment due to potential impacts on surrounding property or the community, and, a public hearing shall be held on said proposed substantial changes in the Final Plat and Plans. Notice shall be provided as may be required by the City or State law.

- 2.3 The Preliminary Development Plan shows the conceptual layout and location for all proposed buildings and lots within the Project.
- 2.4 Except for the modifications, limitations and allowances expressly set forth herein and the other terms of this Agreement, the Property can be developed and used consistent with the RE-15 and Residential Overlay uses allowed by the Plain City Code as of the date of applications were received by Plain City. Specific clarifications, modifications, limitations, and allowances to each section are defined as follows:
 - 2.4.1 Section 11-6-2 “Use Regulations”
 - 2.4.1.1 Zones Allowed: As stated in the ordinance
 - 2.4.1.2 Conditional Use/Preliminary Development Plan Approval: With clarifications, modifications, limitations, and allowance as set forth in this agreement.
 - 2.4.2 Section 11-6-3 “Area Regulations”: As stated in the ordinance
 - 2.4.3 Section 11-6-4 “General Regulations”
 - 2.4.3.1 A. Open Space: The attached “Exhibit D – Open Space Areas” generally delineates the open spaces that are defined below:
 - 2.4.3.1.1 Public Open Space: All open spaces in Phase I shall be dedicated to the City as “Municipal Public” upon recordation of the plats, and shall be for the available for the recreational use by the public in general. Upon construction of Phase I of the Project, the developer will construct the following improvements as part of the open spaces in Phase I of the West Park project: site grading, automatic irrigation system, top soil bed with turf-grass seed application, pavilion with restroom facilities for 2 stalls each for men and women. In addition there will be 2 parking lots, and a 15’ wide trail corridor for both pedestrian and equestrian uses. The pedestrian trail will be a 6’ wide paved surface shown. Upon completion and acceptance of improvements in the open spaces, the City shall take over full control, maintenance, and liability of said open spaces, and, shall only accept said improvements in a weed free condition. The transfer of ownership shall take place upon recordation of the plat, but, transfer of maintenance responsibility shall take place one (1) year from said recordation (this will allow the Developer

to complete the improvements as stated herein, and on the final landscape plan, and monitor the success of the plant material.)

- 2.4.3.1.2 Community Common Open Space: Parcels C and D shown in Phase II shall be designated as "Community Common" and upon recordation of the plats shall be dedicated to the Homeowners Association as a private common area for the restricted recreational use only by the residents of the Project and their guests. Said open spaces will be owned and maintained in common by the homeowners in the Project through a Homeowners Association.
- 2.4.3.1.3 Fencing: The Developer will construct a 6' fence along the easterly boundary of the open space as a separation between the public space and private lots. Any fence or wall constructed on any lot shall be approved by the Architectural Control Committee and be constructed in conformity to their guidelines. Fences along private property boundaries (if desired), that are not bordering the main parkway, are to be in accordance with the color, style, type and brand as determined by the Architectural Control Committee. In accordance city ordinance, a field fence (by City standard) as a minimum, will be constructed and placed on the perimeter of each phase that borders Agricultural use as part of the Final Plat approval of the respective phase.
- 2.4.3.1.4 Yard and Height Regulations: The following yard and height regulations shall apply to the Project:

Single Family Homes Building Areas:

Min. Yard Setbacks:

Front: 15 feet (to porch) or 20 feet (to garage) – (measured from the back of sidewalk when unit is adjacent to a sidewalk or from top back of curb when no sidewalk is present.)

Rear: 30 feet minimum (measured from the rear of the unit out.)

Interior Side: Minimum of 8' with a total of 18' between buildings.

Street Side: 20 feet (measured from the top back of curb.

Covered Patios may extend in the rear yard up to 10 feet.

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Rear: 30 feet minimum (measured from the rear of the unit out.)

Interior Side: Minimum of 8’ with a total of 18’ between buildings.

Street Side: 20 feet (measured from the back of sidewalk when unit is adjacent to a sidewalk or from top back of curb when no sidewalk is present.)

Covered Patios may extend in the rear yard up to 10’.

Building Height:

Minimum 1 Story; Maximum 2 stories or 36 feet as measured from the main floor.

- 2.4.3.2 E. Land Dedication, Streets, Lighting, and Utilities: The Developer and City agree to the following dedications: 1) All utilities and streets within the Project shall be constructed to City public works standards, and dedicated to the City. 2) As mentioned herein, the designated open spaces will be dedicated to the City.; 3) Street lighting on public streets will be provided by the developer in accordance with the City's minimum street lighting requirements, but the operation, maintenance and ownership shall be dedicated to the City.

Where landscaped medians and roundabouts are constructed within City owned public R.O.W.'s, maintenance of said landscaped areas shall be the responsibility of the City.

- 2.4.3.3 F. Guarantee: At the Final Plat approval and recordation of each phase. the Developer will provide a financial guarantee, in a form acceptable to the City, in the amount determined by the city engineer guaranteeing the completion of all off-site improvements related to the proposed project and the respective phase being approved.
- 2.4.3.4 I. Indemnification: Developer shall indemnify City from any legal costs and damages associated with the perfection and construction of the access road from North Plain City Road through Parcel Nos. 19-020-0043 and 19-020-0018 owned by Michael D. Larkin.
- 2.4.3.5 J. North Plain City Road Second Access ROW Improvements: Developer shall be responsible for constructing the east 60' of said road improvements with the remaining westerly 6' to be constructed at such time as the adjoining property is developed.
- 2.4.3.6 K. Reimbursement: Developer shall pay to the City \$40,000 as a reimbursement to the City for improvements made to Sewer Lift Station No. 2. Said reimbursement shall be made within 10 days after all improvements have been completed by the City.

**ARTICLE III
ASSIGNMENT AND TRANSFER**

- 3.1 After its execution, the Development Agreement shall be recorded in the office of

the County Recorder at the expense of the Developer. Each commitment and restriction on the Project shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property, and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the Developer and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the Project is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement. In the event the all or any portion of the Project is sold, the sellers shall be obligated to provide, in writing, a copy of this Agreement to the new owner. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

ARTICLE IV GENERAL MATTERS

- 4.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Utah Code as required by Plain City Code, if applicable.
- 4.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 4.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Utah in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Weber County, Utah.
- 4.4 Legal Representation. Both the Developer and Plain City acknowledge that they each have been represented by legal counsel in negotiating this Development Agreement and that neither party shall have been deemed to have been the drafter of this agreement.
- 4.5 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is

directed at the address of such party set forth below;

City: City of Plain City
4160 W 2200 North
Plain City, UT 84404 - 9640

Developer: Nilson Land Development, LLC
Attn: Steve Bingham
5617 South 1475 East
Ogden, UT 84403

Or such other addresses and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

- 4.6 Effective Date. This Development Agreement shall be effective upon the signing and execution of this agreement by both parties.
- 4.7 Termination: This agreement terminates upon completion of the Conditions of Development or after 10 years after the Effective Date, whichever comes first.

IN WITNESS WHEREOF, the parties have executed this Development Agreement.

DATED this ____ day of _____, 20__.

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

By: _____
_____, Mayor

ATTEST:

City Recorder

DEVELOPER:

NILSON LAND DEVELOPMENT, LLC

By: _____

It's: _____

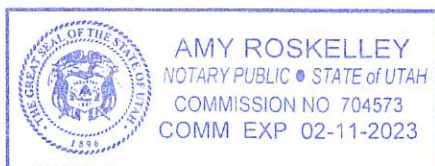
Manager

State of Utah)

County of Weber)

:SS

On this 3rd day of November, 2020 personally appeared before me Steve Bingham, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is a Manager [title], of Nilson Land Development limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Notary Public

EXHIBIT A
Legal Description(s)

WEST PARK

AS-SURVEYED DESCRIPTION

A parcel of land, situate in the North Half and the Southwest Quarter of Section 27, Township 7 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Plain City, Utah. Being more particularly described as follows:

Beginning at a point on the South line of Parcel 19-020-0077 and the East line of Parcel 19-020-0014 said point being North 88°30'37" West 1459.40 feet along the Section line and South 01°29'23" West 1871.49 feet from the Northeast Corner of said Section 27 and running thence:

thence South 0°05'44" East 761.63 feet along the West line of Parcel 19-020-0014 to a barb wire fence and the North line of Parcel 19-021-0012;

thence along the North and Westerly lines of Parcel 19-021-0012 the following five (5) courses and distances:

- 1) thence North 88°27'26" West 738.24 feet along said fence;
- 2) North 01°05'19" East 105.00 feet to a barb wire fence;
- 3) North 88°55'08" West 230.51 feet along said barb wire fence to a found Gardner Engineering rebar and cap;
- 4) North 87°38'03" West 188.60 feet along said barb wire fence;
- 5) North 88°25'54" West 551.20 feet along said barb wire fence to and along Parcel 19-021-0037 to the Northeast corner of Homesteads Subdivision Lot 18 and a found Onesco rebar and cap;

thence North 88°38'41" West 307.06 feet along the North line of Homesteads Subdivision to a found Gardner Engineering rebar and Cap and the East line of Parcel 19-022-0024;

thence North 00°52'02" East 371.20 feet along the East line of Parcel 19-022-0024 to the southerly right-of-way line of North Plain City Road;

thence North 44°40'07" East 404.08 feet along said right-of-way to a wire fence to the South line of Parcel 19-022-0042

thence South 88°33'24" East 614.57 feet along the South line of Parcels 19-022-0042 and 19-022-0043 to a found Utah Power and Light Aluminum Cap;

thence South 87°53'32" East 1108.27 feet along said fence line to and along the southerly line of a former concrete lined irrigation ditch referred to in Warranty Deed, Entry No. 552528 in Book 968 at Page 729 in the Weber County Records (now piped), and also being the South lines of Parcels 19-020-0018, 19-020-0017, 19-020-0016 and 19-020-0077 to the Point of Beginning.

Contains: 1,368,771 square feet or 31.423 acres.

EXHIBIT B
Preliminary Development Plan

EN SIGN
THE STANDARD ENGINEERING

LAYTON
1650 W. 400 N. RD. 204
Layton, UT 84041
Phone: 801.347.1700

SALT LAKE CITY
1000 S. 1000 E.
TOOELE
Phone: 801.347.1700

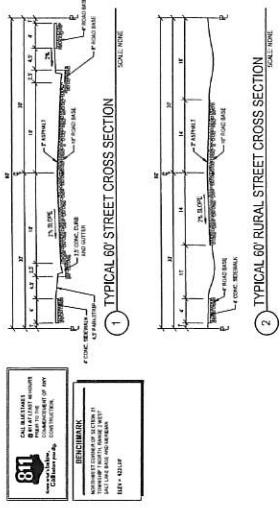
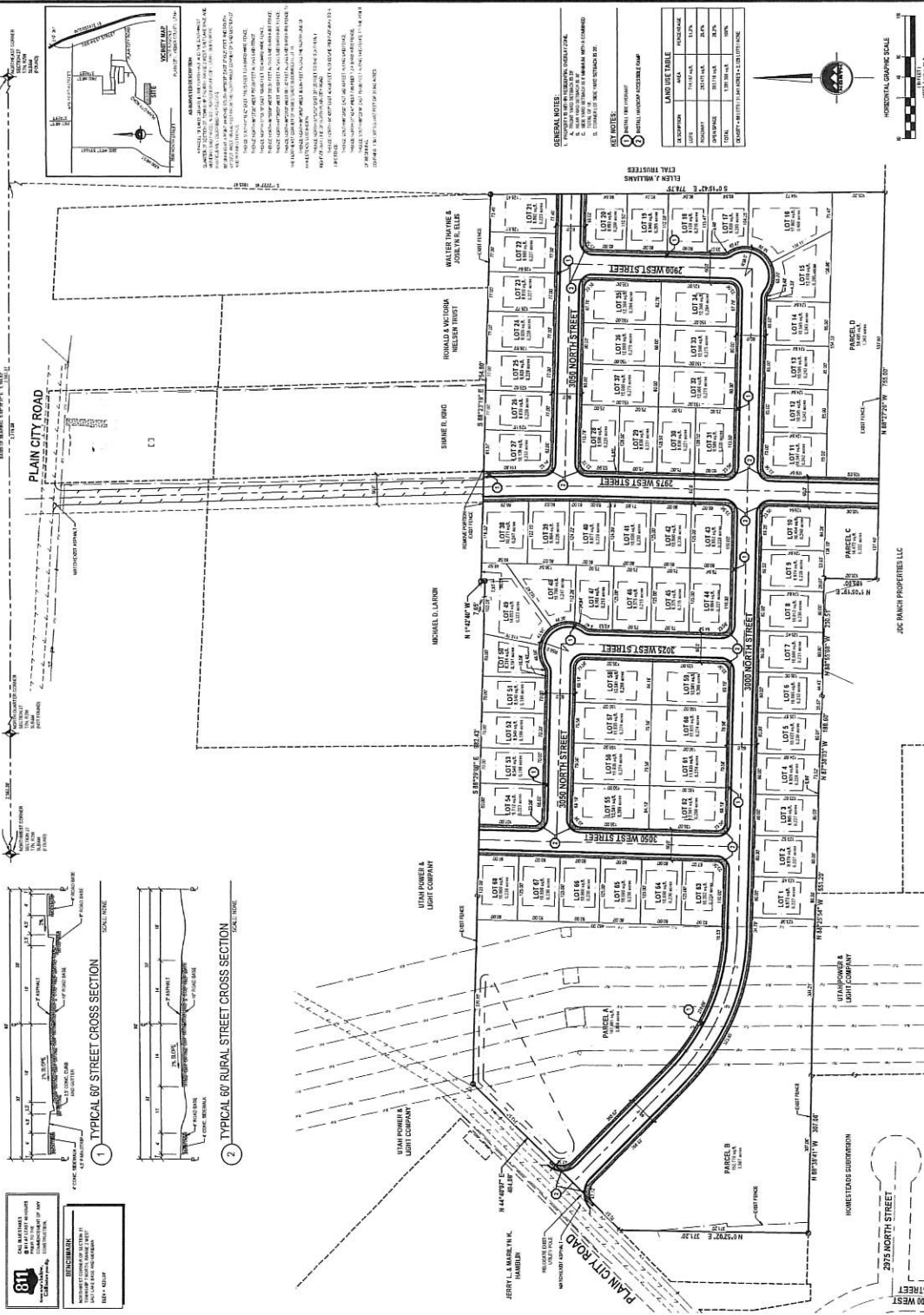
CEDAR CITY
1000 S. 1000 E.
RICHFIELD
Phone: 801.347.1700

WWW.ENSIGNENG.COM

WEST PARK SUBDIVISION **PRELIMINARY PLAT - NOT TO BE RECORDED** 3200 WEST PLAIN CITY ROAD PLAIN CITY, UTAH

PRELIMINARY SITE PLAN

1 OF 3



811
CALL BEFORE YOU DIG
UTAH'S ONE-CALL CENTER
1-800-477-8111

ENGINEER
NAME: [Redacted]
FIRM: [Redacted]
DATE: [Redacted]

GENERAL NOTES

1. PREPARED BY: [Redacted]
2. CHECKED BY: [Redacted]
3. DESIGNED BY: [Redacted]
4. DRAWN BY: [Redacted]
5. DATE: [Redacted]
6. SCALE: [Redacted]
7. SHEET NO. [Redacted] OF [Redacted]
8. PROJECT NO. [Redacted]
9. CLIENT: [Redacted]
10. LOCATION: [Redacted]
11. ZONING: [Redacted]
12. ADJACENT PROPERTIES: [Redacted]
13. EXISTING UTILITIES: [Redacted]
14. PROPOSED UTILITIES: [Redacted]
15. EASEMENTS: [Redacted]
16. Easements shown are for utility purposes only.
17. Easements shown are for utility purposes only.
18. Easements shown are for utility purposes only.
19. Easements shown are for utility purposes only.
20. Easements shown are for utility purposes only.

REMARKS:

1. [Redacted]

2. [Redacted]

3. [Redacted]

4. [Redacted]

5. [Redacted]

6. [Redacted]

7. [Redacted]

8. [Redacted]

9. [Redacted]

10. [Redacted]

11. [Redacted]

12. [Redacted]

13. [Redacted]

14. [Redacted]

15. [Redacted]

16. [Redacted]

17. [Redacted]

18. [Redacted]

19. [Redacted]

20. [Redacted]

LAND USE TABLE

LAND USE	AREA (AC)	PERCENT
RESIDENTIAL	10.00	100%
TOTAL	10.00	100%

EXHIBIT A: UTILITIES TO BE SHOWN ON A SEPARATE SHEET

EXHIBIT B: EASEMENTS TO BE SHOWN ON A SEPARATE SHEET

EXHIBIT C
Phase I Final Plat

LOCATED IN THE NORTH HALF OF SECTION 27
TOWNSHIP 7 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
PLAIN CITY, WEBER COUNTY, UTAH

[illegible][illegible]

Figure 10.10: A diagram illustrating the relationship between the $\mathcal{H}_2$ norm and the $\mathcal{H}_\infty$ norm for a system $G(s)$. The diagram shows a block labeled $G(s)$ with input $u(s)$ and output $y(s)$. The $\mathcal{H}_2$ norm is defined as $\|G\|_2 = \sqrt{\text{trace}(C P C^T)}$, where P is the solution to the Lyapunov equation $A P + P A^T + B B^T = -C^T C$. The $\mathcal{H}_\infty$ norm is defined as $\|G\|_\infty = \sqrt{\lambda_{\max}(C P C^T)}$, where $\lambda_{\max}$ is the maximum eigenvalue. The diagram also shows the relationship between the $\mathcal{H}_2$ norm and the $\mathcal{H}_\infty$ norm for a system $G(s)$ with input $u(s)$ and output $y(s)$.

[illegible]

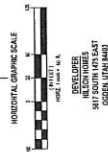
100

[illegible]

BY COMMISSIONER LOPES _____ RETURNED BY _____ COUNTY _____

LOCATED IN THE NORTH HALF
OF SECTION 27
THIRTIETH TOWNSHIP 36 NORTH
SIXTY-THIRD RANGE 3 WEST
SUN T-LAKE BASIN & NEIGHBOR
PLAINS CITY, WEBER COUNTY, UTAH

SHEET 1 OF 2 PROJECT NUMBER 100		RECORDED IN _____ FILE _____	
MEMBER NAME _____ MEMBER ADDRESS _____ MEMBER CITY _____ MEMBER STATE _____ MEMBER ZIP _____		MEMBER COUNTY RECORD _____ BY _____ DATE _____	



APPROVED THIS _____ DAY OF _____
BY THE CLERK OF THE COURT _____

CITY COUNCIL A _____
CITY COUNCIL B _____

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____
BY THE PUBLIC ENGINEER

PLUMB-CITY-0004-0115

6 COMMISSION APPROVAL _____
 DAY OF _____ 20____

AL	PLANNING
APPROVED THIS	
BY THE CITY CLERK	
	APPROVED: _____
	DATE: _____

CITY ATTORNEY'S APPROVAL

APPROVED AND _____ CAN OF
BY THE PLUM-CITY ATTORNEY.

PLUM-CITY ATTORNEY

LAYTON
2015 South 40th Street
Lawton, UT 84043
Phone: 801.567.1100
Fax: 801.567.8275



EXHIBIT D
Open Space Plan



LAYTON
SALT LAKE CITY
Layton, UT 84041
Phone 801.547.1700

TOOELE
TOOELE, UT
Phone 435.843.3090

CEDAR CITY
CEDAR CITY, UT
Phone 435.843.3090

RICHFIELD
RICHFIELD, UT
Phone 435.843.3090

WWW.ENSIGNING.COM

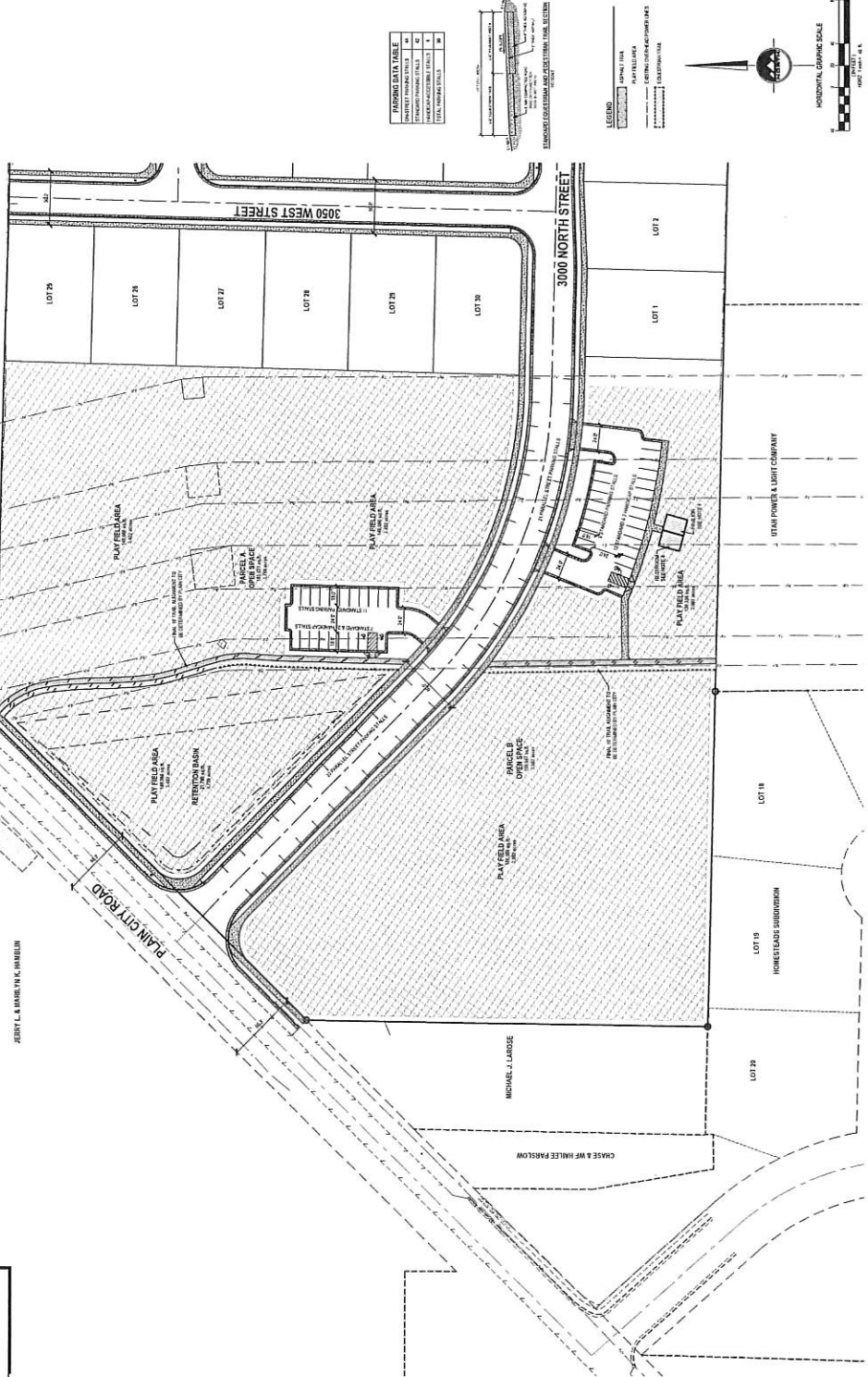
MEMBERSHIP
100% SATISFACTION GUARANTEE
100% COMPLIANCE
100% HONESTY

WEST PARK SUBDIVISION PHASE 1 3200 WEST PLAIN CITY ROAD PLAIN CITY, UTAH

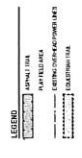
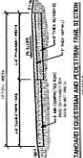
PARK EXHIBIT

1 OF 1

- GENERAL NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS AND FIELD SURVEY.
 2. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS AND FIELD SURVEY.
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 8. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS AND FIELD SURVEY.
 9. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS AND FIELD SURVEY.
 10. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORDS AND FIELD SURVEY.



PARKING DATA TABLE	
ONE-STREET PARKING STALLS	44
STANDARD PARKING STALLS	42
PEDESTAL CYCLEWAYS STALLS	4
TOTAL PARKING STALLS	90



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UTAH POWER & LIGHT COMPANY

JERRY L. BARNETT, P.E., ENGINEER

MICHAEL J. LARSEN

CHASE & WHEELER ENGINEERS

UTAH POWER & LIGHT COMPANY

LOT 19
HOMESTEAD SUBDIVISION

LOT 20

LOT 18

3000 NORTH STREET

3050 WEST STREET

PLAIN CITY ROAD



Diane Hirschi <dianeh@plaincityutah.org>

Taylor Parks phase 3

1 message

Jon Beesley <jonb@plaincityutah.org>

Wed, Nov 11, 2020 at 10:47 PM

To: TODD R SKEEN <fantomfamIV@msn.com>, Buddy Sadler <buddygsadler@gmail.com>, Chad Allen <66fj45wagon@gmail.com>, don weston <pcfd71@gmail.com>, Rachael Beal <beal.plaincity@yahoo.com>
Cc: Diane At C <dianeh@plaincityutah.org>, Ryan Child <ryan@childrichards.com>, Daniel Schuler <dans@plaincityutah.org>

All,

Cody Rhees has submitted a plan for Taylor Parks 3 with the city for preliminary approval through the planning commission. There is a section of the Plain City Irrigation Canal running across it. We have discussed a few options and the one I like the best is to reroute the canal south to 2200 N (in a pipe) and continue it west past 4 existing lots and tie it into the pipe that has already been installed.

I do not have a ton of info on this other than it would cost the city a chunk of change. I am not sure of the cost as we are waiting on the Irrigation company to let us know what size pipe will be required. I will be asking the irrigation company to chip in on this project should we decide to go this route. Also this project will have to be completed by April to make sure that they can put water in the canal.

Cody Rhees has verbally agreed to pipe the ditch to 2200 N so it would be up to the city and the PC Irrigation to pay for the piping to the west. Cody's portion is in Blue and our portion is the green.

Moving the canal will provide a safer street for both pedestrians and drivers. This will also be a first step in future development of this road way.

I will have this on the agenda for discussion to get a feel for where the council is on this matter.

Just thinking out loud, for funding we may be able to use some storm drain impact money and maybe capitol projects money. Feel free to offer other ideas.

Thank you

Sent from my iPad

CHAPTER 2

HEARING OFFICER

SECTION:

2-2-1: Established

2-2-2: Term Of Office

2-2-3: Organization

2-2-4: Powers And Duties

2-2-1: ESTABLISHED:

In order to carry out the provisions of Utah law relating to planning and zoning, there is hereby created a hearing officer. The hearing officer shall be appointed by the mayor with the approval of the city council. The city council may fix per diem compensation for the hearing officer by resolution, based on necessary and reasonable expenses for meetings actually attended. (Ord. 2014-07, 6-5-2014, eff. 6-5-2014; amd. Ord. 2020-09, 5-21-2020)

2-2-2: TERM OF OFFICE:

The hearing officer shall serve for a term of five (5) years and until his successor is appointed. The hearing officer may be removed for cause by the city council upon written charges and after public hearing, if such public hearing is requested. A vacancy shall be filled in the same manner as the original appointment for the unexpired term. (1982 Code § 12-122; amd. Ord. 2020-09, 5-21-2020)

2-2-3: ORGANIZATION:

The hearing officer may adopt such rules for its own proceedings as are deemed necessary. The hearing officer shall keep minutes of all proceedings, showing the vote of the hearing officer upon each question, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the city recorder, which shall be the office of the hearing officer, and shall be a public record. (1982 Code § 12-123; amd. Ord. 2020-09, 5-21-2020)

2-2-4: POWERS AND DUTIES:

The hearing officer shall have such powers and duties as provided by Utah Code Annotated section 10-9a-702 et seq. (Ord. 2014-07, 6-5-2014, eff. 6-5-2014; amd. Ord. 2020-09, 5-21-2020)