PLAIN CITY COUNCIL
MINUTES OF WORK MEETING
JULY 7, 2022

The City Council of Plain City convened in a work meeting with the Planning Commission at City Hall on Thursday, July 7, 2022 also accessible via ZOOM beginning at 6:00 p.m.

Present:	Mayor Jon Beesley, Councilmembers Jed Jenkins, Rachael Beal, Buddy Sadler, Luigi Panunzio, Shawna Faulkner, Blake Neil, Jarod Maw, Rob Ortega
Present on Zoom:	Councilmember Todd Skeen
Also Present:	Diane Hirschi, Dan Schuler, Tammy Folkman, Melissa Miller

Call to Order: Mayor Beesley

The purpose of the work meeting was to discuss the Detached Accessory Dwelling Unit ordinance.

Mayor Beesley asked the Planning Commission to give the City Council a brief explanation of the ordinance and how they determined the requirements. Shawna Faulkner said the commission reworked the ordinance that was in place previously to make it more specific to detached dwellings. Jarod Maw stated the commission wanted to keep internal and detached dwelling ordinances separate in order to avoid confusion. Shawna stated they cleaned up the ordinances and removed any vague verbiage. She continued that the commission removed the specific number of parking spaces should be provided and changed it to "adequate parking". Councilmember Sadler asked what would be considered "adequate" and mentioned a neighbor with tenants living in an RV. He stated they don't park in the street, but their vehicles do block the sidewalk, which is in violation of city ordinance. Shawna stated that the tenants would need to disclose how many people are living there when they apply to make a determination. Councilmember Sadler pointed out the verbiage currently states the application would need to be approved "by staff" and asked whom they considered to be "staff". Jarod Maw stated the intention was for the Public Works Director to give the approval and stated they could specify that. Jarod also addressed the wording on parking and stated adequate parking would be determined based on the size of the dwelling and the number of tenants. Councilmember Sadler mentioned that the verbiage may cause some issues. Jarod asked for suggestions. Shawna stated it wasn't beneficial to always jump right to the worst-case scenario and the commission felt that using the term "adequate parking" allowed for the homeowners and tenants to determine the number of vehicles that could be parked there and stay within ordinance guidelines. Councilmember Sadler then asked if parking on the lawn was also allowed, and Blake Neil stated that would already be addressed in the parking ordinance. Councilmember Sadler and the commission discussed the differences in hard surfaces and allowable parking. Shawna said the use of the term "approved surface" would fall under the parking ordinance for allowable surfaces to park on. Mayor Beesley addressed lot sizes and voiced his concern regarding 1/3 acre lots. He doesn't believe they are conducive to detached dwellings. Shawna stated the commission added language that does not permit dwellings on lots smaller than 21,700 square feet. Councilmember Sadler pointed out that lots over 20,000 square feet would then be able to cut their lots in half with dwellings on 10,000 square feet. Shawna stated there is a limit on the square feet and she couldn't see how he was cutting it in half. Jarod stated the development standards would limit what could be built on the lots. Councilmember Sadler stated his issue is with smaller, single-family properties being able to create rentals. He doesn't have a problem with lots that are an acre or more in size. He believed rentals could create encroachment issues in smaller lots. Shawna stated she understood his position, but stated that detached dwellings would most likely consist more of detached garages with a rental unit built above or something more along those lines. The council and commission discussed changing some of the verbiage regarding lot sizes to clarify how big the lot must be in order to allow for detached buildings. Mayor Beesley then asked about owner-occupied properties. He stated the owner should be living on the property year-round. He asked that the verbiage be clarified to include that. Councilmember Sadler asked for clarification on multiple level homes which Jarod provided stating the second level must be equal to or no more than 75% of the ground level. Shawna stated the dwelling must be of equal or less size as the main dwelling of a single-level home or 75% of the dwelling if the main dwelling has more than one level. Mayor Beesley stated rental units in garages or shops would not be allowed as the ordinance is written. He stated that the verbiage should be removed to allow for rentals in garages or outbuildings. Blake Neil stated there is already an ordinance for auxiliary buildings. Mayor Beesley suggested adding some verbiage for shops and outbuildings to clarify what is allowed. Jarod and Shawna stated that might already fall under the Auxiliary ordinance. Jarod stated the Auxiliary ordinance was in place to protect shops and neighboring properties. The setbacks would be too close and the fire rating is different. The council and commission then discussed setbacks related to the different ordinances. They also discussed easements as well. Councilmember Beal was concerned about the wording in F3 of the ordinance. She would like it reworded. Shawna stated it could probably just be stricken and Councilmember Beal said she was fine with that. The council and commission also agreed to strike it as well. Councilmember Sadler was concerned about striking it, arguing that pole barns are not built to residential standards and asked for Jarod's thoughts. Jarod stated he wouldn't feel comfortable putting a living space inside a pole barn. The council and commission discussed the setbacks

DRAFT

again to ensure the proper footage was addressed and met within the ordinance. Councilmember Jenkins stated the Auxiliary ordinance would probably need to be revisited if detached buildings could be built using that ordinance. Councilmember Sadler suggested looking at setbacks in the backyards and the space needed between buildings to meet existing ordinances. Jarod agreed with Councilmember Jenkins that the Auxiliary ordinance would need to be reworded to match the detached dwelling ordinance. The council and commission discussed the building permit fee as a new building would create more impact issues to consider. The commission will continue to work through the ordinance and make adjustments as discussed.

At 6:58 p.m. the meeting adjourned.

_____
City Recorder

_____
Mayor

Date approved _____

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JULY 7, 2022

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, July 7, 2022 also accessible via ZOOM beginning at 7:00 p.m.

Present:	Mayor Jon Beesley, Jed Jenkins, Rachael Beal, Buddy Sadler, Luigi Panunzio.
Present via Zoom:	Councilmember Todd Skeen
Staff:	Diane Hirschi, Dan Schuler, Melissa Miller
Present:	Shawna Faulkner, John Jones, Madison Killpack, Jeff Hales
Also Present via Zoom:	Jim Beesley, Brandon Richards

Call to Order:	Mayor Beesley
Pledge of Allegiance:	Councilmember Panunzio
Invocation/Moment of Silence:	Councilmember Jenkins

DRAFT

Mayor Beesley commented on the 4th of July festivities, expressing his appreciation for the many donors, volunteers, city staff, fire department, public works department and many others who gave of their time and talents to make this event successful. He was grateful for the Blossom Angus softball games and the amount of participation involved. He spoke about the positive comments he received from residents and encouraged staff and residents to get involved and find areas to volunteer.

Approval of Minutes from June 16, 2022

Councilmember Sadler moved to approve the minutes from June 16, 2022. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. Councilmember Jenkins abstained since he wasn't at the meeting. The motion carried.

Comments: Public

There were no public comments.

Report from Planning Commission

Shawna Faulkner stated there was nothing to report this week as the commission did not have a full quorum at their last meeting. She did echo Mayor Beesley's comments on the 4th of July and extended her thanks as well.

Tobacco Compliance Check Awards

Mayor Beesley invited Madison Killpack from the Fremont 5 CTC to address the council. She extended her thanks to Maverik and Kent's for their efforts in staying compliant with Tobacco checks in the community and keeping the kids safe. John Jones accepted the award on behalf of Kent's. The supervisor for Maverik was working a graveyard shift and was unable to attend.

River Crossing Phase 3 Development Agreement

Mayor Beesley stated the current agreement has been looked at by the city attorney and there are some items that need to be addressed. He invited Jeff Hales to address the council regarding the agreement. Mayor Beesley stated 82 homes were proposed in the previous agreement and there are now 84 homes. Councilmember Sadler stated he thought there was only one lot being added. Jeff stated that particular home is a 6-acre lot, which lowers the density. Mayor Beesley then asked how the development went from fourteen half acre lots down to seven. Jeff stated in the technical review the addition of the 6-acre lot offset the seven half acre lots that were lost, which also lowered the density as well. Councilmember Sadler asked when the additional lot was added and Jeff wasn't sure. Jeff stated the new agreement better suits the city and keeps the density lower. Mayor Beesley asked if there was a plat that could be reviewed with the new changes. Jeff confirmed that he does. Mayor Beesley asked about the amount of 1/3 and half acre lots in the previous agreement. Jeff stated all the lots that were discussed before were met except for the seven half acre lots that were taken out simply to keep animals out of the subdivision. Mayor Beesley said he was fine with the lot counts although he would've preferred more half acre lots. Jeff stated he believes the city will be happier with this current agreement in the long run. Councilmember Sadler pointed out a typo on the number of lots. Jeff stated the agreement wasn't changed word for word, but Councilmember Sadler asked for the change and Jeff agreed. Councilmember Sadler also addressed the 6-acre lot and stated it wasn't going to be approved without 100 feet of frontage. Jeff stated the lot would be considered a private lot when they spoke about it in technical review. Mayor Beesley stated while it doesn't comply with ordinance, he was still fine with it. Jeff asked about considering making that lot a flag lot as it would make sense with this particular subdivision. He reminded the council that it was within their discretion to do so. Mayor Beesley stated it has been done before the lot they approved in that situation

had to be set in such a manner to allow for future roads. Jeff then asked the council how to make this work. Councilmember Sadler asked if a cul-de-sac could be added with a hammerhead at the end of it and stated he would be okay if that could be done. There was discussion regarding asphalt and the width of the cul-de-sac. Mayor Beesley was concerned that the minimum right of way wouldn't be met with a cul-de-sac. Mayor Beesley asked Dan Schuler how much asphalt he would need in order to plow. Dan stated he would need 30 feet. Councilmember Sadler asked about a utilities easement and Jeff stated that it would be in the right of way. Jeff wondered if the lot could be considered private with the cul-de-sac and asphalt to satisfy the council. Councilmember Sadler stated if the city owns the cul-de-sac, then the lot would meet city requirements. Mayor Beesley asked if the current property owner would sell Jeff ten feet to put in the right of way and Jeff stated he would not. Mayor Beesley stated the issue at hand is the lack of width for rural road standards. Councilmember Beal pointed out 1B in the agreement and asked about the wording of "general spirit" stating the verbiage is vague and she was concerned about the city's position regarding any changes the developer may make that would require the city to support such changes. Mayor Beesley and Jeff said this is the final phase of development so the wording doesn't really apply. Councilmember Beal then asked if the verbiage was needed and Jeff stated it could actually just be removed completely. Jeff stated he will take that out. Mayor Beesley asked for Councilmember Jenkins for his thoughts regarding the lot issues, and Councilmember Jenkins stated he was fine with it if Dan was. Dan Schuler suggested a small change to the plat to move the road to the bottom and incorporate it into the drive. The council and Jeff went through the plans and discussed the change. Councilmember Sadler asked Jeff to make those changes and bring it before city council again. Mayor Beesley agreed and stated it would still conform with city requirements as well. Jeff stated he would work on all of the changes discussed and be ready in two weeks. **Councilmember Sadler moved to table the River Crossing Phase 3 Development Agreement. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Motion: Approval of Business License

New

American Promotional Events	TNT Fireworks	3673 W 2600 N – outside	fireworks sale

Councilmember Sadler moved to approve the business license as presented. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 06/15/2022 to 06/30/2022. **Councilmember Beal moved to approve and pay the bills as presented. Councilmember Jenkins seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Skeen commented on the success of the 4th of July and commended Dan and his crew on the cleanliness of the bathrooms, expressing his appreciation.

Councilmember Jenkins stated he heard nothing but stellar reviews regarding the 4th of July celebrations.

Councilmember Beal commended Dan and the Public Works department on the xeriscape changes to City Hall. She expressed her gratitude for all of those who donated and participated. Councilmember Beal asked about the blue cans and wanted to know if the trash issue was improving. Mayor Beesley stated it was doing well last week, but this week there were more violations.

Councilmember Sadler stated he enjoyed the car show and concert and also expressed his appreciation for everyone who helped and donated to the 4th of July celebrations.

Councilmember Panunzio stated he was sorry to miss most of it due to being on duty during the holiday weekend. The councilmembers stated he was missed, but they understand.

Mayor Beesley spoke about a payment the council approved regarding the Children's Justice Center. He attended a Mayors social and learned that Plain City and one other city were the only two to approve it. The other cities that were approached did not offer funding. Mayor Beesley asked them to consider revisiting the item before final approval and invited them to email him if they want to look at it again. He also spoke about the recreation shed that has not yet been built due to changes in cost. He would like to revisit this issue at the next meeting to discuss how to proceed.

DRAFT

At 7:57 p.m. Councilmember Skeen moved to adjourn and was seconded by Councilmember Sadler. The vote was unanimous.

_____
City Recorder

_____
Mayor

Date approved _____

NOTICE OF DECISION

Plain City, Weber County, Utah

On July 14, 20 22, the Plain City Planning Commission recommends

[X] Approval, [ ] *Approval with condition(s), [ ] Disapproval, [ ] Tabled

of an application for Freedom Estates approximately 4550 W 1500 N 5 lots,

received from (Applicant): Jan Checketts

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 Maw motioned to recommend City Council approval of the Freedom Estates – Approximately 4550 W 1500 N lots 5. Commissioner Skeen seconded the motion. Vote: Commissioners Ortega, Maw, Skeen and Chairman Faulkner voted aye. Motion carried.

WASATCH CIVIL
Consulting Engineering

Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: June 10, 2022

Subject: **Freedom Estates Subdivision, Final Review**

We have reviewed the final plans for the Freedom Estates Subdivision. Following our review, we have the following comments:

1. The culinary and secondary water providers must approve the design of the utility loops under the existing storm drain pipe that runs along the easterly boundary of this development.

2. A streetlight should be shown at the west end of the development.

3. The addressing should be revised in accordance with the attached drawing.

4. Final plans must include a letter report from the Developer's Engineer that describes the selection and design of the proposed aspects of the Low Impact Development (LID) on the individual lots. This letter will then be placed in the development's file.

We recommend this development be granted final approval. If you have questions or require additional information, feel free to contact me.

Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404
Phone (801) 621-0474 Fax (801) 621-0475

June 14, 2022

Plain City Planning Commission
4160 West 2200 North
Plain City, UT 84404

RE: WILL SERVE LETTER – Freedom Estates

The development is located at 1550 North 4560 West approximately and consists of 5 lots.

The Bona Vista Water Improvement District does have culinary water available for the above mentioned project located at the above address.

This letter states that the above named project is in the boundaries of the Bona Vista Water Improvement District. The plan review fee has been paid and formal application has been made to the District.

The subdivision utility plans have been reviewed by the District and changes, if any, have been made and corrected. The plans have been approved for the above subdivision. Only the phase in consideration is guaranteed service and the plan review is good only for a period of one year from the date of this letter, if not constructed.

Bona Vista Water Improvement District's specifications are available at the District office or online at www.bonavistawater.com.

This subdivision, like all other subdivisions, must have a secondary water system for all outside irrigation usage. Prior to the District accepting connection fees, the owner or developer must furnish proof of secondary water.

If you have any questions, please feel free to call me. I can be reached at 801-621-0474 ext. 207, Monday through Friday, 9am – 5pm.

Sincerely,

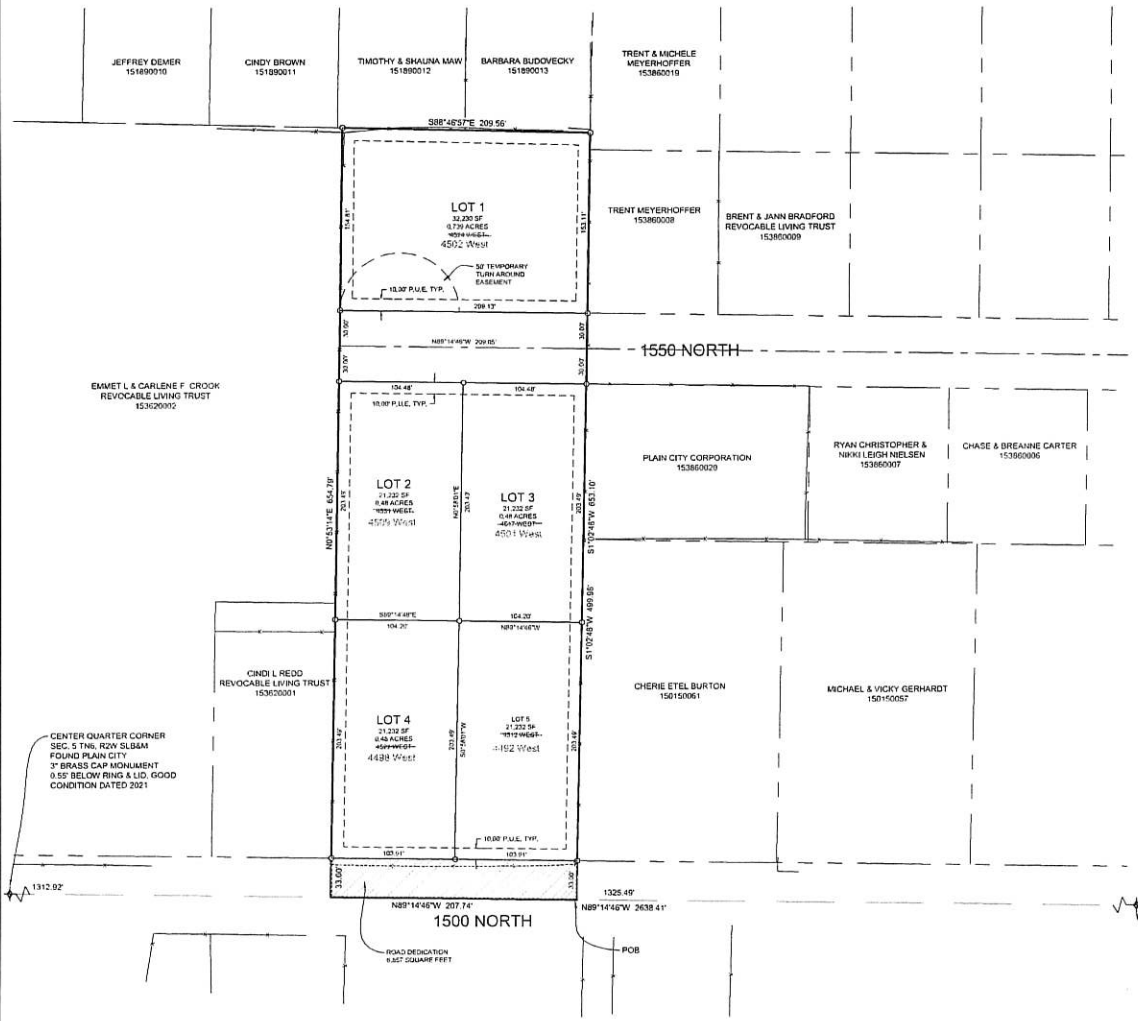
Matt Fox,
Assistant Manager

Board of Directors
Scott VanLeeuwen, Chairman – Marriott/Slaterville
Michelle Tait, Vice Chairwoman - Harrisville
Z. Lee Dickemore – Farr West
Jon Beesley – Plain City
Ronald Stratford – Unincorporated Area

Management
Blake Carlin, Manager
Matt Fox, Assistant Manager
Marci Doolan, Administrative Manager

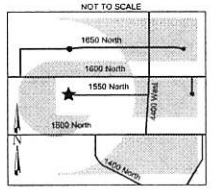
FREEDOM ESTATES SUBDIVISION

LOCATED IN THE NORTH EAST QUARTER OF SECTION 5,
TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, UTAH
MARCH 2022



VICINITY MAP

NOT TO SCALE



0' 25' 50' 100' 150'

Scale In Feet
1" = 50'

LEGEND

- PLAIN CITY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE
- EXISTING WATER
- EXISTING IRRIGATION
- EXISTING STROM
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD POWER
- EXISTING ASPHALT
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- STORM DRAIN MANHOLE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- ROAD DEDICATION AREA
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED IRRIGATION

NOTES

1. ZONE RE-15 CURRENT YARD SETBACKS. FRONT; 30 FEET, SIDE; 10 FEET, REAR; 30 FEET, FOUND AT PLAIN CITY ORDINANCES CHAPTER 10-5A-4
2. SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA MAP NO. 49057C0187E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2005.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A SIX LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY JAN CHECKETTS. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING PLAIN CITY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON.THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°14'46" WEST PLAIN CITY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING.

BOUNDARY DESCRIPTION

A PART OF THE NORTH EAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE BEING LOCATED NORTH 89°14'46" WEST 1325.49 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; RUNNING THENCE ALONG SAID SOUTH LINE OF SAID QUARTER NORTH 89°14'46" WEST 267.74 FEET TO THE EAST BOUNDARY LINE OF REDWOOD SUBDIVISION; THENCE ALONG SAID EAST BOUNDARY LINE NORTH 0°53'14" EAST 654.79 FEET TO THE SOUTH BOUNDARY LINE OF KAMELOT SUBDIVISION NUMBER 3; THENCE ALONG SAID SOUTH BOUNDARY LINE SOUTH 88°46'57" EAST 209.56 FEET; THENCE SOUTH 1°02'46" WEST 653.10 FEET TO THE POINT OF BEGINNING CONTAINING 129,533 SQUARE FEET OR 3 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS FREEDOM ESTATES SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2022.

PROFESSIONAL LAND SURVEYOR
DATE
8227228
Klint H. Whitney

KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

FREEDOM ESTATES SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLAIN CITY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLAIN CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ___ DAY OF _____, 2022.

JXC ENTERPRISES LLC

_____
BY: JAN CHECKETTS / MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF UTAH)
: S
COUNTY OF WEBER)

On this _____ day of _____, 2022, personally appeared before me JAN CHECKETTS, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the MANAGING MEMBER of JXC ENTERPRISES LLC, and that said document was signed by him/her in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said JAN CHECKETTS acknowledged to me that said "Corporation executed the same.

STAMP

_____
NOTARY PUBLIC

PLAIN CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTION OF FREEDOM ESTATES SUBDIVISION AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

SIGNED THIS___DAY OF _____, 2022.

_____
PLAIN CITY ATTORNEY

PLAIN CITY ENGINEER

I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO CITY ENGINEER APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS___DAY OF _____, 2022.

_____
PLAIN CITY ENGINEER

PLAIN CITY APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT, ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS GUARANTEE WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF PLAIN CITY, UTAH.

SIGNED THIS___DAY OF _____, 2022.

BY _____
NAME/TITLE

ATTEST _____
CITY RECORDER

PLAIN CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE PLAIN CITY PLANNING COMMISSION.

SIGNED THIS___DAY OF _____, 2022.

_____
CHAIRMAN, PLAIN CITY PLANNING COMMISSION

DEVELOPER:
JAN CHECKETTS
CK CONSTRUCTION
619 NORTH 2000 WEST
OGDEN, UTAH 84404
801-731-0717

S1/1

GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR AND RECORDED _____
AT _____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____ RECORDED
FOR _____
_____
COUNTY RECORDER
BY: _____

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NOTICE OF DECISION

Plain City, Weber County, Utah

On July 14, 20 22, the Plain City Planning Commission recommends

[X] Approval, [ ] *Approval with condition(s), [ ] Disapproval, [ ] Tabled

of an application for Stillcreek Village Phase 3E approximately 3275 N 3450 W 8 lots,

received from (Applicant): Visionary Homes, LLC

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 Maw motioned to recommend City Council approval of the Stillcreek Phase 3E – Approximately 3275 N 3450 W 8 lots

Commissioner Ortega seconded the motion. Vote: Commissioners Ortega, Maw,

Skeen and Chairman Faulkner voted aye. Motion carried.

WASATCH CIVIL
Consulting Engineering

Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: June 13, 2022

Subject: **Stillcreek Village Phase 3E, Final Review**

We have reviewed the final plans for the Stillcreek Village, Phase 3E development in Plan City. Following our review, we have the following comments:

1. It is our understanding that the utilities and street improvements (less the sidewalk) for this phase have previously been installed.

2. It is also our understanding that the units being constructed will be for rent only and not for individual ownership.

3. Addresses for the two proposed buildings should be shown on the Plat. The assigned addresses are as follows:

   a. North Building: 3278 North 3325 West
   b. South Building: 3270 North 3325 West

   Each unit will then receive an individual designation (i.e. A,B,C,D)

We recommend this development be granted final approval. If you have questions or require additional information, feel free to contact me.

APPLICATION FOR A PLAIN CITY SUBDIVISION

Subdivision Name STILLCREEK PHASE 3E Zone PRUD Date Submitted 5/18/2022

Address of Subdivision APPROX 3275 N 3450 W Plain City, UT No. of Units or Lots 8

List all Parcel Numbers included in development: 190220073, 190220077, 190220072

Owner Name VISIONARY HOMES, LLC Full Address 50 E 2500 N, NORTH LOGAN, UT 84341 SUITE 101

Phone # MAIN OFFICE (435) 774-0438 Cell # N/A Fax # N/A

Subdivider's Name PARKER MCGARVEY Full Address 50 E 2500 N, NORTH LOGAN, UT 84341 SUITE 101

Phone # N/A Cell # (801) 638-8498 Fax # EMAIL PMCGARVEY@VISIONARYHOMES.COM

Name of Intended Escrow Holder VISIONARY HOMES, LLC Address 50 E 2500 N, NORTH LOGAN, UT 84341 SUITE 101

Contact Name PARKER MCGARVEY Phone # (801) 638-8498 Fax#

Surveyor's Name KLINT WHITNEY - GARDNER ENGINEERING Address 968 Chambers St, Ogden, UT 84403 Phone #

Engineer's Name TYLER NIELSON - GARDNER ENGINEERING Address 968 Chambers St, Ogden, UT 84403 Phone #

Have all property taxes, interests and penalties been paid? _____ **(no approval given until paid in full.)** UCA 10-9a-603(3)

Secondary Water Available? YES Contact JUSTIN CLAWSON Phone # (801) 791-3611

Secondary Water System in Place? YES Type PRESSURIZED, MOUNTAIN VIEW IRRIGAITON Phone # (801) 791-3611

Culinary Water Available? YES Type PRESSURIZD, BONVA VISTA WATER Phone # (801) 621-0474

Sewer Connection Available? YES Contact CENTRAL WEBER SEWER DISTRICT Type PUBLIC MAIN

Is Property in a Flood Hazard Area? NO Flood Zone NO Lowest Elevation APPROX 4230'

Access Road above 4215' Elevation? YES Source

Please describe any agreements, rights-of-way, easements etc, which could affect this site: (Use other side if needed)

EXISTING DEVELOPMENT AGREEMENT FOR THE ENTIRE DEVEOPMENT.

Describe history of parcel being subdivided, approximate dates and acreage of past land divisions: (Use other side if needed)

THIS IS THE THIRD PHASE OF THE GREATER DEVELOPMENT, FIFTH SUBPHASE OF PHASE 3. THE PRELIMINARY PLAT WAS APPROVED BY PLANNING COMISSION, AND THE FIRST FOUR SUB PHASES HAVE PREVIOUSLY RECIEVED FINAL PLAT APPROVAL AND ARE IN VARIOUS STAGES OF CONSTRUCTION. UTILITES ARE STUBBED TO THE PROPERTY AS PART OF PHASE 3A CONSTRUCTION, SO ALL WORK WILL BE OUTSIDE OF THE PUBLIC ROW.

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

5.18.2022 _____

Date Signature

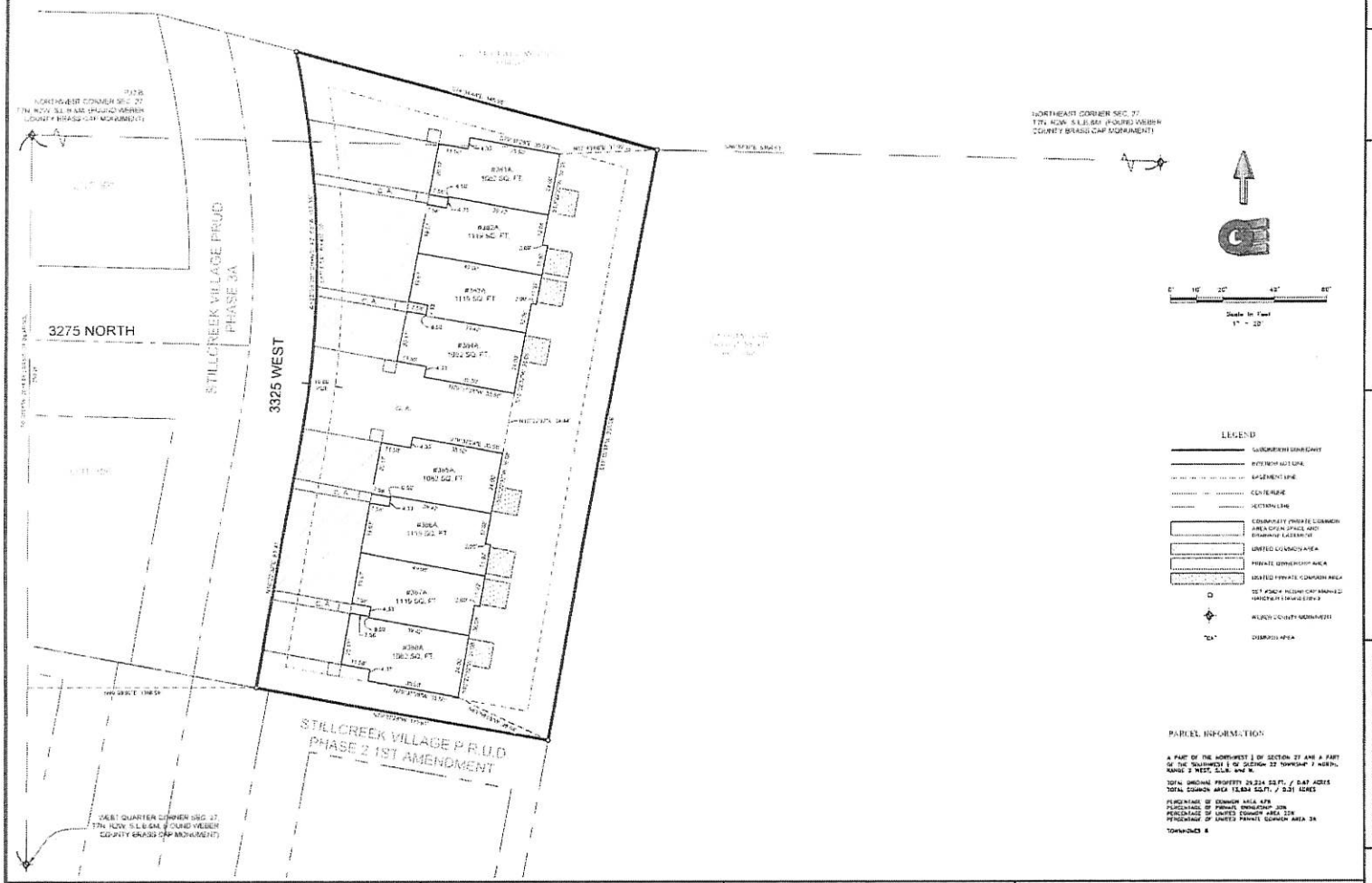
Office Use Only

Subdivision Filing Fee: $600.00
Subdivision Engineering Fee: $840.00
Number of Copies: _____

PC Preliminary Approval Date: _____
PC Final Approval Date: _____
CC Final Approval Date: _____

STILLCREEK VILLAGE P.R.U.D. PHASE 3E

PART OF THE NORTHWEST QUARTER OF SECTION 27,
AND A PART OF THE SOUTHWEST QUARTER OF SECTION 22
T7N, R2W, SLB&M, U.S. SURVEY
PLAIN CITY, WEBER COUNTY, UTAH
MAY 2022



LEGEND

- SUBDIVISION BOUNDARY
- INTERIOR LOT LINE
- EASEMENT LINE
- CENTERLINE
- SECTION LINE
- COMMUNITY (PRIVATE) COMMON AREA OPEN SPACE AND DRAINAGE EASEMENT
- LIMITED COMMON AREA
- PRIVATE OWNERSHIP AREA
- DEEDED PRIVATE COMMON AREA
- SET #5X24 REBAR CAP MARKED GARDNER ENGINEERING
- WEBER COUNTY MONUMENT
- DISPOSAL AREA

PARCEL INFORMATION

A PART OF THE NORTHWEST 1/4 OF SECTION 27 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 7 NORTH, RANGE 2 WEST, S.L.B. and M.

TOTAL ORIGINAL PROPERTY 29,224 SQ.FT. / 0.67 ACRES
TOTAL COMMON AREA 13,604 SQ.FT. / 0.31 ACRES

PERCENTAGE OF COMMON AREA 47%
PERCENTAGE OF PRIVATE OWNERSHIP 20%
PERCENTAGE OF DEEDED COMMON AREA 33%
PERCENTAGE OF DEEDED PRIVATE COMMON AREA 0%

TOWNHOMES 8

BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 27 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF STILLCREEK VILLAGE PHASE PHASE 3A AND THE EAST RIGHT-OF-WAY LINE OF 3325 WEST STREET BEING LOCATED SOUTH 2570.91 FEET AND WEST 2502.87 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND NORTH 4858.91 FEET AND EAST 1349.56 FEET FROM THE NORTHWEST QUARTER CORNER OF SAID SECTION 27; RUNNING THENCE N 0°04'32" E ALONG SAID EASTERLY BOUNDARY LINE AND SAID EAST RIGHT-OF-WAY LINE FOLLOWING A PHASE BOUNDARY 41 NORTH 89°23'32" EAST 84.71 FEET; 42 ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 39.54 FEET, HAVING A CENTRAL ANGLE OF 22°49'01" WITH A CHORD BEARING NORTH 8°06'40" WEST 39.28 FEET, RADIUS POINT BEARS SOUTH 71°18'49" EAST 141.96 FEET; THENCE SOUTH 89°23'32" WEST 126.31 FEET TO THE NORTH BOUNDARY LINE OF STILLCREEK VILLAGE P.R.U.D. PHASE 2 1ST AMENDMENT THENCE N 0°04'32" E ALONG SAID NORTH BOUNDARY LINE NORTH 24.57'29" WEST 115.81 FEET TO THE POINT OF BEGINNING. CONTAINING 29,224 SQUARE FEET OR 0.67 ACRES, MORE OR LESS.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE LOTS ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS BASED ON A PARALLEL WITH THE BASIS OF BEARINGS BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 0°04'32" EAST AS MEASURED BETWEEN MONUMENTS FOUND FOR THE WEST QUARTER AND NORTHWEST CORNER OF SAID SECTION 27. ALL BOUNDARY LINES WERE CALCULATED FROM RECORD INFORMATION AND NO ATTEMPT WAS MADE TO OBTAIN OR ESTABLISH BOUNDARIES OF ADJOINING PARCELS OTHER THAN THOSE SHOWN HEREON.

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE

I, KENT R. WHITNEY, DO HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT AND THAT SUBSEQUENT SURVEY MONUMENTS, BOUNDARY LOTS AND STREETS, TOGETHER WITH EASEMENTS, HAVE BEEN STAKED OR MONUMENTED AS STREETCREEK VILLAGE PHASE 2E IS HEREIN DESIGNED WITH SECTION 17-23-20 AND THAT THIS PLAT IS TRUE AND CORRECT AS SHOWN HEREON. I FURTHER CERTIFY THAT ALL MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO READILY OR REPEATEDLY BE RETRACED. I FURTHER CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS TO THE MATHEMATICAL DATA, DESCRIPTIONS AND MONUMENTS INDICATED ON THE PLAT AND THAT ALL MONUMENTS HAVE BEEN OR WILL BE SET AS SHOWN. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT THE POSITIONAL TOLERANCES FOR THIS SURVEY MEET OR EXCEED THE REQUIREMENTS FOR A SUBDIVISION SURVEY AS SET FORTH IN THE STANDARDS AND REGULATIONS OF THE PLAIN CITY LAND USE ORDINANCE. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT THE POSITIONAL TOLERANCES FOR THIS SURVEY MEET OR EXCEED THE REQUIREMENTS FOR A SUBDIVISION SURVEY AS SET FORTH IN THE STANDARDS AND REGULATIONS OF THE PLAIN CITY LAND USE ORDINANCE. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT THE POSITIONAL TOLERANCES FOR THIS SURVEY MEET OR EXCEED THE REQUIREMENTS FOR A SUBDIVISION SURVEY AS SET FORTH IN THE STANDARDS AND REGULATIONS OF THE PLAIN CITY LAND USE ORDINANCE.

SIGNED THIS _____ DAY OF _____, 2022

PROFESSIONAL LAND SURVEYOR
8227228
Kent R. Whitney
STATE OF UTAH

OWNER'S DEDICATION

We, the undersigned Owners of the hereby described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat and name said tract

STILLCREEK VILLAGE P.R.U.D. PHASE 3E

and hereby dedicate, grant and convey to Plain City, Utah, all those parts or portions of said tract of land designated as streets the same to be used as public thoroughfares forever. And hereby dedicate, grant and convey to Plain City, Utah, a perpetual right and easement over, upon and under the lands designated on the plat as public utility, storm water detention ponds, drainage and maintenance easements, the same to be used for the installation, maintenance, and operation of public utility service lines, storm drainage facilities or for the perpetual preservation of water drainage channels in their natural state whichever is applicable as may be authorized by Plain City, Utah, with no permanent buildings or structures being erected within such easements.

And hereby grant and convey to the Stillcreek Village P.R.U.D. Homeowners Association, all those parts or portions of said tract of land designated as Common Area to be used for certain Common Area improvements or for recreational and other open space purposes for said Association, and dedicated to Plain City that such Common Area will remain open and undeveloped except for Common Area improvements or for utility purposes as defined above.

Signed this _____ day of _____, 2022

_____

_____

NOTES

1. ALL LOT CORNERS ARE MONUMENTED AS INDICATED BY DASHED LINE TYPES (-.-.-) OTHERWISE SHOWN. ALL EASEMENTS TO BE KEPT FREE OF BUILDINGS, WATER LINES, DRAINAGE, SANITARY AND STORM SEWER, POWER LINES, TELEPHONE LINES AND OTHER PUBLIC UTILITIES.

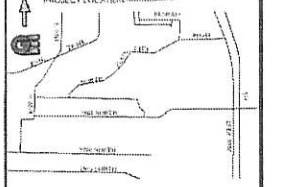
2. #5 REBAR WITH CAP SET AT BACK LOT CORNERS. COPPER PIPE TO BE SET FLUSH AT LOT LINE EXTENSION.

3. THE DEVELOPER SHALL BE RESPONSIBLE TO GRADE EACH LOT SUCH THAT RUNOFF WATER IS DIRECTED TO THE PROPERLY PIPED OR ON-LOT THAT CARRY WATER TO INTENDED FREE FLOWING STORM DRAINS SYSTEM SO THAT THE RUNOFF FROM EACH LOT DOES NOT ENCROACH TO NEIGHBORING LOTS OR PROPERTIES.

4. THE LOWEST FINISHED FLOOR ELEVATIONS OF ALL HOMES WITHIN THIS SUBDIVISION SHALL BE NO LOWER THAN AS RECOMMENDED BY THE GEOTECHNICAL REPORT PREPARED FOR THE DEVELOPMENT.

5. LIMITED COMMON AREA USE IS EXCLUSIVE TO ADJACENT UNITS.

PROJECT LOCATION



VICINITY MAP

PAGE 1 OF 1

DEVELOPER
[illegible]
PLAIN CITY
20 EAST 2700 NORTH
PLAIN, UTAH
801-836-8888

GARDNER ENGINEERING
CIVIL · LAND PLANNING
MUNICIPAL · LAND SURVEYING
3302 NORTH MAIN STREET · SPANISH FORK, UTAH 84660
OFFICE 801.798.0555 · FAX 801.798.0558

COUNTY RECORDER

ENTRY NO. _____
FEE PAID _____ FILED FOR RECORD
AND RECORDED _____
AT _____ IN BOOK _____
OF OFFICIAL RECORDS, PAGE _____
RECORDED FOR _____

_____
COUNTY RECORDER
BY: _____ DEPUTY.

PLAIN CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE PLAIN CITY PLANNING COMMISSION ON

THIS ____ DAY OF _____, 2022.

_____
CHAIRMAN, PLAIN CITY PLANNING COMMISSION

PLAIN CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THE PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

THIS ____ DAY OF _____, 2022

BY _____
CITY ENGINEER

PLAIN CITY APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT, ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS SHOWN AS HEREON, WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF PLAIN CITY, UTAH

THIS _____ DAY OF _____, 2022

_____ ATTEST _____
MAYOR CITY RECORDER

PLAIN CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTION OF STILLCREEK VILLAGE P.R.U.D. PHASE 3E, AND IN MY OPINION THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

THIS _____ DAY OF _____, 2022

_____
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF WEBER)

On the _____ day of _____, 2022 personally appeared before me JEFF HADDEN, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the MEMBER of STILLCREEK VILLAGE P.R.U.D. LLC, and that said document was signed by him/her in behalf of said Corporation by authority of its Bylaws or (Resolution of its Board of Directors), and said JEFF HADDEN acknowledged to me that said Corporation executed the same.

_____ NOTARY PUBLIC
RESIDING IN _____

NOTICE OF DECISION

Plain City, Weber County, Utah

On July 14, 20 22, the Plain City Planning Commission recommends

[X] Approval, [ ] *Approval with condition(s), [ ] Disapproval, [ ] Tabled

of an application for Conditional Use Permit application with Senior Overlay approximately 2800 W 2600 N,

received from (Applicant): Randy Marriott and Jeff Hales

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 Skeen motioned to recommend City Council approval for the Conditional Use Permit for the Senior Overlay approximately 2800 W 2600 N. Commissioner Ortega seconded the motion. Vote: Commissioners Ortega, Maw, Skeen and Chairman Faulkner voted aye. Motion carried.

PLAIN CITY CORPORATION

CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S NAME Landy Marriott / Keepn Hales

ADDRESS 5355 W. 2150 N. STATE Utah ZIP 84404

PHONE NO. 801-540-9947 DATE SUBMITTED 4-7-22

****

ADDRESS OF SITE BEING CONSIDERED: 2800 W. 2600 North -

TAX ID NUMBER OF PARCELS BEING CONSIDERED: 19-036-0074
19-036-0072
19-036-0075 PART OF:

FEE: ~~$200.~~ 00

****

Application is hereby made to the Planning Commission requesting that the following land use SENIOR OVERLAY be approved as a "Conditional Use" on 4 ACRES in zone C-2
Sq. ft or acres
in accordance with the attached site plan.

Please Complete the Following:

1. Please state in detail what is intended to be done on or with the property. Include a site plan as required in the Plain City Ordinance.
A PATIO HOME COMMUNITY - 55 YEARS OLD WITH AN HOA (SEE ATTACHED PLAT)

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

   (a) Why is this use at this particular location necessary or desirable to provide a service of facility which will contribute to the general well-being of the neighborhood or community? EVERY COMMUNITY OR CITY NEEDS TO PROVIDE AN AREA FOR SENIORS TO LIVE - TO HAVE HOME OWNERSHIP ON ONE LEVEL WITHOUT THE WORRY OF YARD CARE AND SNOW REMOVAL.

   (b) How will the proposed use promote the general welfare of persons and property in the vicinity? THIS PROPERTY IS CURRENTLY UNUSABLE BECAUSE OF THE SURROUNDING DEVELOPMENT. IT HAS BECOME A WEED PATCH, PATCHES OF BARE GROUND, A DUMPING GROUND FOR CONCRETE, GRASS CLIPPINGS ETC. WHEN DEVELOPED IT WILL BE A PLACE WITH NEW HOMES, WELL MANICURED YARDS AND A FRIENDLY ATMOSPHERE!!

(c) How will the proposed use be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, and landscaping?

THE PATIO HOME COMMUNITY PROVIDES A GOOD BUFFER BETWEEN SINGLE FAMILY AND THE C-2 ZONE. ACCESS TO 2600 NORTH HAS BEEN APPROVED THROUGH NDOT.

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

THIS IS A CONDITIONAL USE IN THE GENERAL PLAN ALLOWING A SENIOR OVERLAY PATIO COMMUNITY FOR 55 YEARS AND OLDER -

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

Name	Address

4-7-22
Date

Jeff Withers
Signature of Applicant

I authorize JEFF W. HALES to act as my agent in all matters relating to this application.

Randy Maxwell
Owner of Property

****

FOR OFFICE USE

Approved/Denied Date _____ Permit #: _____

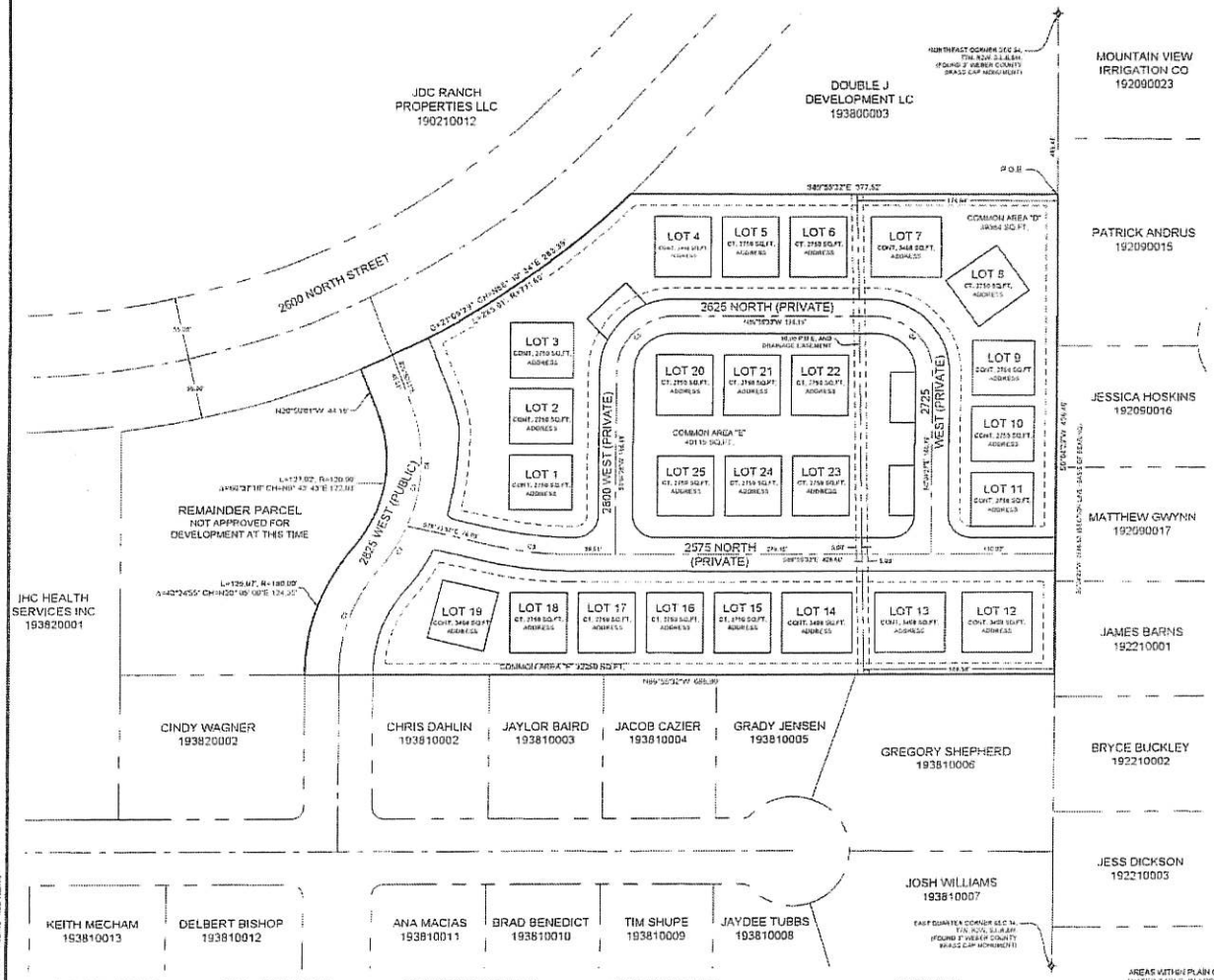
Conditions:

Properties within 500 feet of S-Curve Patio Estates

Parcel ID	Owner	Property Address	City	Tax Unit	Mailing Address	Mailing City	Mailing Zip	Acreage
193810002	DAHLIN, CHRIS & WF LINDSEY DAHLIN	2808 W 2550 N	PLAIN CITY	434	2808 W 2550 N	PLAIN CITY UT	844048647	0.301286
193820001	IHC HEALTH SERVICES INC	2874 W 2600 N	PLAIN CITY	434	PO BOX 3390	SALT LAKE CITY UT	841103390	4
190360075	WESTSIDE INVESTMENTS LC			434	5238 W 2150 N	OGDEN UT	844049700	2.9
190360067								
193820002	WAGNER, CINDY J	2832 W 2550 N	PLAIN CITY	434	2832 W 2550 N	PLAIN CITY UT	84404	0.480028
193810004	STEVEN JOHN LASER & ENCARNACION	2762 W 2550 N	PLAIN CITY	434	1828 S 1365 W	LOGAN UT	843217963	0.298439
193810003	BAIRD, TAYLOR J & WF JODY BAIRD	2784 W 2550 N	PLAIN CITY	434	2784 W 2550 N	PLAIN CITY UT	844047888	0.298439
193800003	DOUBLE J DEVELOPMENT LC			434	5355 W 2150 N	PLAIN CITY UT	844049700	0.525505
193810005	JENSEN, BRADY & NICOLE JENSEN	2738 W 2550 N	PLAIN CITY	434	3376 N 2375 W	FARR WEST UT	84404	0.28315
193810006	SHEPHERD, GREGORY & ANGELA SHEF	2726 W 2550 N	PLAIN CITY	434	2726 W 2550 N	PLAIN CITY UT	84404	0.71

S-CURVE PATIO ESTATES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH
APRIL 2022



BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER BEING LOCATED SOUTH 00°04'29" WEST 483.46 FEET ALONG SAID EAST LINE AND RUNNING THENCE ALONG SAID EAST LINE SOUTH 00°04'29" WEST 436.46 FEET TO THE NORTH LINE OF THE S-CURVE ESTATES PHASE 4 SUBDIVISION; THENCE ALONG SAID NORTH LINE NORTH 89°55'32" WEST 699.99 FEET; THENCE ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT 126.97 FEET, HAVING A CENTRAL ANGLE OF 40°24'53", CHORD BEARS NORTH 20°05'05" EAST 124.35 FEET; THENCE ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE LEFT 127.92 FEET, HAVING A CENTRAL ANGLE OF 61°37'16", CHORD BEARS NORTH 9°43'43" EAST 122.03 FEET; THENCE NORTH 21°05'01" WEST 44.16 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 2600 NORTH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE ALONG THE ARC OF A 771.60 FOOT RADIUS CURVE TO THE LEFT 290.01 FEET, HAVING A CENTRAL ANGLE OF 21°32'28", CHORD BEARS NORTH 58°10'34" EAST 288.39 FEET; THENCE SOUTH 89°55'32" EAST 377.02 FEET TO THE POINT OF BEGINNING. CONTAINING 5.582 ACRES.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS S-CURVE PATIO ESTATES SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2021

PROFESSIONAL LAND SURVEYOR — 8227228 — Klint H. Whitney — STATE OF UTAH

KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT

S-CURVE PATIO ESTATES SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLAIN CITY, WEBER COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL, EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLAIN CITY, UTAH, AND ALSO DEDICATE, GRANT AND CONVEY TO THE S-CURVE P.R.U.D. SUBDIVISION HOMEOWNERS ASSOCIATION ALL THOSE PORTIONS OF SAID TRACT OF LAND DESIGNATED AS COMMON AREA TO BE USED FOR THE INGRESS AND EGRESS, AND RECREATIONAL AND OPEN SPACE PURPOSES AND PUBLIC UTILITY (TELEPHONE, POWER, GAS, CABLE, CULINARY WATER, SECONDARY WATER, AND SANITARY SEWER) FOR THE BENEFIT OF SAID OWNER, AND DEDICATE GRANT AND CONVEY TO S-CURVE P.R.U.D. HOMEOWNERS ASSOCIATION INC. AN EASEMENT OVER ALL THOSE CERTAIN STRIPS DESIGNATED AS LIMITED COMMON AREAS TO BE USED FOR PARKING FOR THE BENEFIT OF EACH OWNER AND THEIR GUESTS.

SIGNED THIS _____ DAY OF _____, 2021.

DOUBLE J DEVELOPMENT

BY: JEFF W. HALES, MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF UTAH)
: S
COUNTY OF WEBER)

On this _____ day of _____, 2021, personally appeared before me JEFF W. HALES, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the MANAGING MEMBER of DOUBLE J DEVELOPMENT, LLC and that said document was signed by him/her on behalf of said Company by Authority of its Bylaws, or (Resolution of its Board of Directors), and said JEFF W. HALES acknowledged to me that said Corporation executed the same.

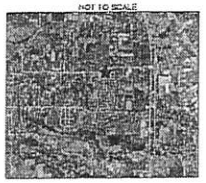
STAMP _____ NOTARY PUBLIC

LEGEND

- WCBM # COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

VICINITY MAP

NOT TO SCALE



Scale in Feet
1" = 50'

NOTES

AREAS WITHIN PLAIN CITY LIMITS EXPERIENCE A SEASONALLY HIGH OR FLUCTUATING WATER TABLE. IN ADDITION THERE ARE AREAS WHERE SOIL CONDITIONS MAY WARRANT ADDITIONAL CONSTRUCTIONS MEASURES. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY PLAIN CITY THAT BUILDINGS AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND-WATER ISSUES OR THAT SOILS ARE SUITABLE FOR THE CONSTRUCTION SOLUTION OF WATER OR SOIL ISSUES ARE THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWENTY EIGHT LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY JEFF HALES. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON.THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 00°04'29" WEST WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING.

PLAIN CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTION OF SURVEY PLACE, AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT

APPROVED THIS ___ DAY OF _____, 20__

_____
PLAIN CITY ATTORNEY

PLAIN CITY ENGINEER

I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PERTAINING TO CITY ENGINEER APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS ___ DAY OF _____, 2021.

_____
PLAIN CITY ENGINEER

PLAIN CITY APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT, ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS (IF APPLICABLE HERE) DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF PLAIN CITY, UTAH.

SIGNED THIS ___ DAY OF _____, 2021.

BY: _____
MAYOR/DATE

ATTEST: _____
CITY RECORDER

PLAIN CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE PLAIN CITY PLANNING COMMISSION.

SIGNED THIS ___ DAY OF _____, 2021.

_____
CHAIRMAN, PLAIN CITY PLANNING COMMISSION

DEVELOPER
DOUBLE J DEVELOPMENT LLC
JEFF W. HALES
3355 W 2150 N
PLAIN CITY, UTAH
801-540-9997

S1 / 2

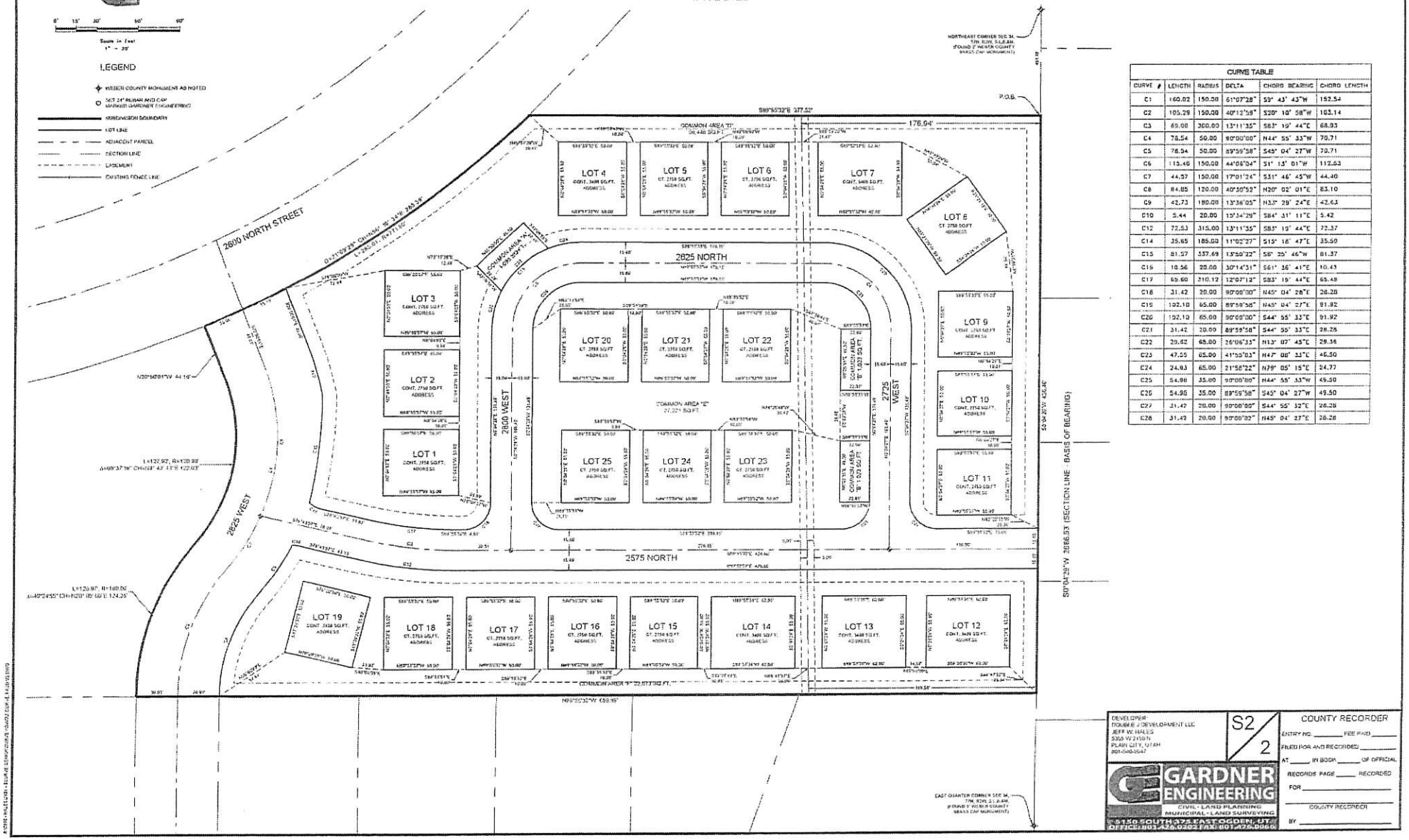
GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UTAH
OFFICE (801) 476-0202 FAX (801) 476-0066

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR AND RECORDED _____
AT _____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____ RECORDED
FOR _____
_____
COUNTY RECORDER
BY _____

S-CURVE PATIO ESTATES

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH
APRIL 2022



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	160.02	150.00	61°07'28"	S9° 43' 43"W	152.54
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C4	78.54	50.00	90°00'00"	N44° 55' 33"W	70.71
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C14	35.65	185.00	11°02'27"	S15° 18' 47"E	35.60
C15	81.57	337.69	13°50'22"	S8° 25' 46"W	81.37
C16	10.56	20.00	30°14'31"	S61° 36' 41"E	10.43
C17	65.60	310.12	12°07'12"	S83° 19' 44"E	65.48
C18	31.42	20.00	90°00'00"	N45° 04' 28"E	28.28
C19	102.10	65.00	89°59'58"	N45° 04' 27"E	91.92
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C22	29.62	65.00	26°06'33"	N13° 07' 45"E	29.36
C23	47.55	65.00	41°55'03"	N47° 08' 33"E	46.50
C24	24.93	65.00	21°58'22"	N79° 05' 15"E	24.77
C25	54.98	35.00	90°00'00"	N44° 55' 33"W	49.50
C26	54.98	35.00	89°59'58"	S45° 04' 27"W	49.50
C27	31.42	20.00	90°00'00"	S44° 55' 32"E	28.28
C28	31.42	20.00	90°00'02"	N45° 04' 27"E	28.28

DEVELOPER:
TRUMBLE DEVELOPMENT LLC
JEFF W. WALES
5355 W 2150 N
PLAIN CITY, UTAH
801-540-3647

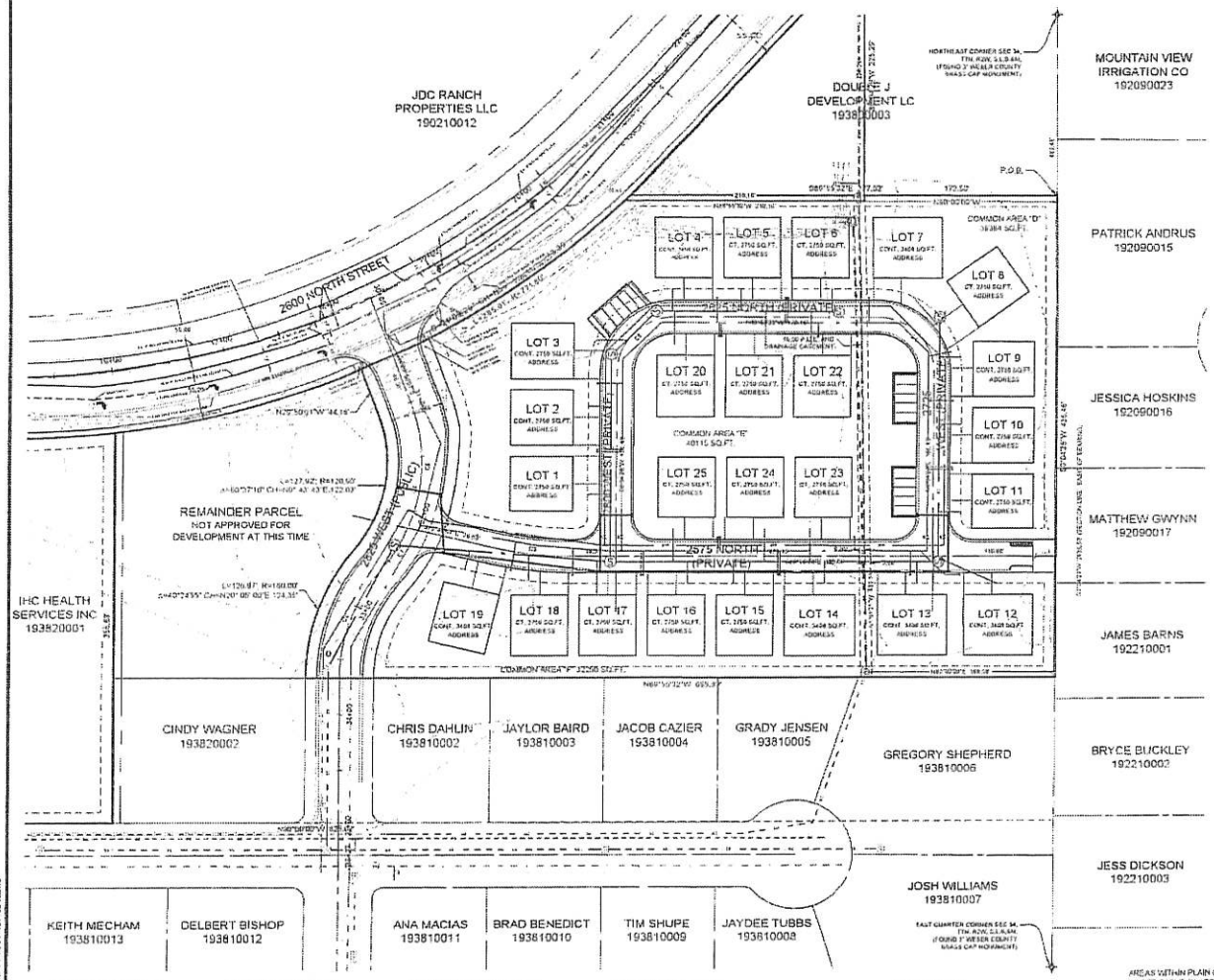
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5150 SOUTH 375 EAST OGDEN, UT
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S-CURVE PATIO ESTATES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH
APRIL 2022



BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER BEING LOCATED SOUTH 00°50'29" WEST 488.48 FEET ALONG SAID EAST LINE AND RUNNING THENCE ALONG SAID EAST LINE SOUTH 00°50'29" WEST 438.46 FEET TO THE NORTH LINE OF THE S-CURVE ESTATES PHASE 4 SUBDIVISION; THENCE ALONG SAID NORTH LINE NORTH 89°50'32" WEST 959.99 FEET; THENCE ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT 124.37 FEET, HAVING A CENTRAL ANGLE OF 40°24'53", CHORD BEARS NORTH 20°07'55" EAST 121.85 FEET; THENCE ALONG THE ARC OF A 129.50 FOOT RADIUS CURVE TO THE LEFT 127.52 FEET, HAVING A CENTRAL ANGLE OF 56°37'16", CHORD BEARS NORTH 9°43'48" EAST 122.03 FEET; THENCE NORTH 20°59'01" WEST 44.16 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 2600 NORTH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE ALONG THE ARC OF A 1771.50 FOOT RADIUS CURVE TO THE LEFT 299.01 FEET, HAVING A CENTRAL ANGLE OF 21°09'29", CHORD BEARS NORTH 06°10'34" EAST 293.39 FEET; THENCE SOUTH 89°55'32" EAST 377.52 FEET TO THE POINT OF BEGINNING. CONTAINING 5.032 ACRES.

SURVEYOR'S CERTIFICATE

I, KENT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS S-CURVE PATIO ESTATES SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS. THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2021.

PROFESSIONAL LAND SURVEYOR 8227228 Kent H. Whitney STATE OF UTAH

KENT H. WHITNEY PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT

S-CURVE PATIO ESTATES SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLAIN CITY, WEBER COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLAIN CITY, UTAH, AND ALSO DEDICATE GRANT AND CONVEY TO THE S-CURVE P.R.U.D. SUBDIVISION HOME OWNERS ASSOCIATION ALL THOSE PORTIONS OF SAID TRACT OF LAND DESIGNATED AS COMMON AREA TO BE USED FOR THE INGRESS AND EGRESS AND NEIGHBORS, AND OPEN SPACE PURPOSES AND PUBLIC UTILITY (TELEPHONE, POWER, GAS, CABLE, CULINARY WATER, SECONDARY WATER, AND SANITARY SEWER) FOR THE BENEFIT OF EACH OWNER, AND DEDICATE GRANT AND CONVEY TO S-CURVE P.R.U.D. HOMEOWNERS ASSOCIATION INC. AN EASEMENT OVER ALL THOSE CERTAIN STRIPS DESIGNATED AS LIMITED COMMON AREAS TO BE USED FOR PARKING FOR THE BENEFIT OF EACH OWNER AND THEIR GUESTS.

SIGNED THIS _____ DAY OF _____, 2021.

DOUBLE J DEVELOPMENT

BY JEFF W HALES MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF UTAH)
: S
COUNTY OF WEBER)

On this _____ day of _____, 2021, personally appeared before me JEFF W HALES, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the MANAGING MEMBER of DOUBLE J DEVELOPMENT, LLC, and that said document was signed by him/her on behalf of said Corporation by Authority of its By-laws, or (Resolution of its Board of Directors), and said JEFF W HALES acknowledged to me that said Corporation executed the same.

SEAL

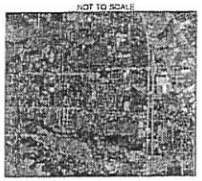
NOTARY PUBLIC

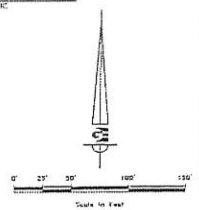
LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

VICINITY MAP

NOT TO SCALE





PLAIN CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING PLAT AND DEDICATION OF SCURVE P.R.U.D. AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

SIGNED THIS ___ DAY OF _____ 2021.

PLAIN CITY ATTORNEY

PLAIN CITY ENGINEER

I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PRECEDENT TO CITY ENGINEER APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS ___ DAY OF _____ 2021.

PLAIN CITY ENGINEER

PLAIN CITY APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT, ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS GUARANTEE WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF PLAIN CITY, UTAH.

SIGNED THIS ___ DAY OF _____ 2021.

BY _____
NAME/TITLE

ATTEST: _____
CITY RECORDER

PLAIN CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE PLAIN CITY PLANNING COMMISSION.

SIGNED THIS ___ DAY OF _____ 2021.

CHAIRMAN, PLAIN CITY PLANNING COMMISSION

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWENTY EIGHT LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY JEFF HALES. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 00°50'29" WEST WEBER COUNTY, UTAH NORTH, NAD 83 (STATE PLANE GRID BEARING

NOTES

AREAS WITHIN PLAIN CITY LIMITS EXPERIENCE A SEASONALLY HIGH OR FLUCTUATING WATER TABLE. IN ADDITION THERE ARE AREAS WHERE SOIL CONDITIONS MAY WARRANT ADDITIONAL CONSTRUCTIONS MEASURES. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY PLAIN CITY THAT BUILDINGS AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER ISSUES OR THAT SOILS ARE SUITABLE FOR THE CONSTRUCTION SOLUTION OF WATER OR SOIL ISSUES ARE THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.

DEVELOPER:
DOUBLE J DEVELOPMENT LLC
JEFF W. HALES
5335 W 2150 N
PLAIN CITY, UTAH
801-540-9947

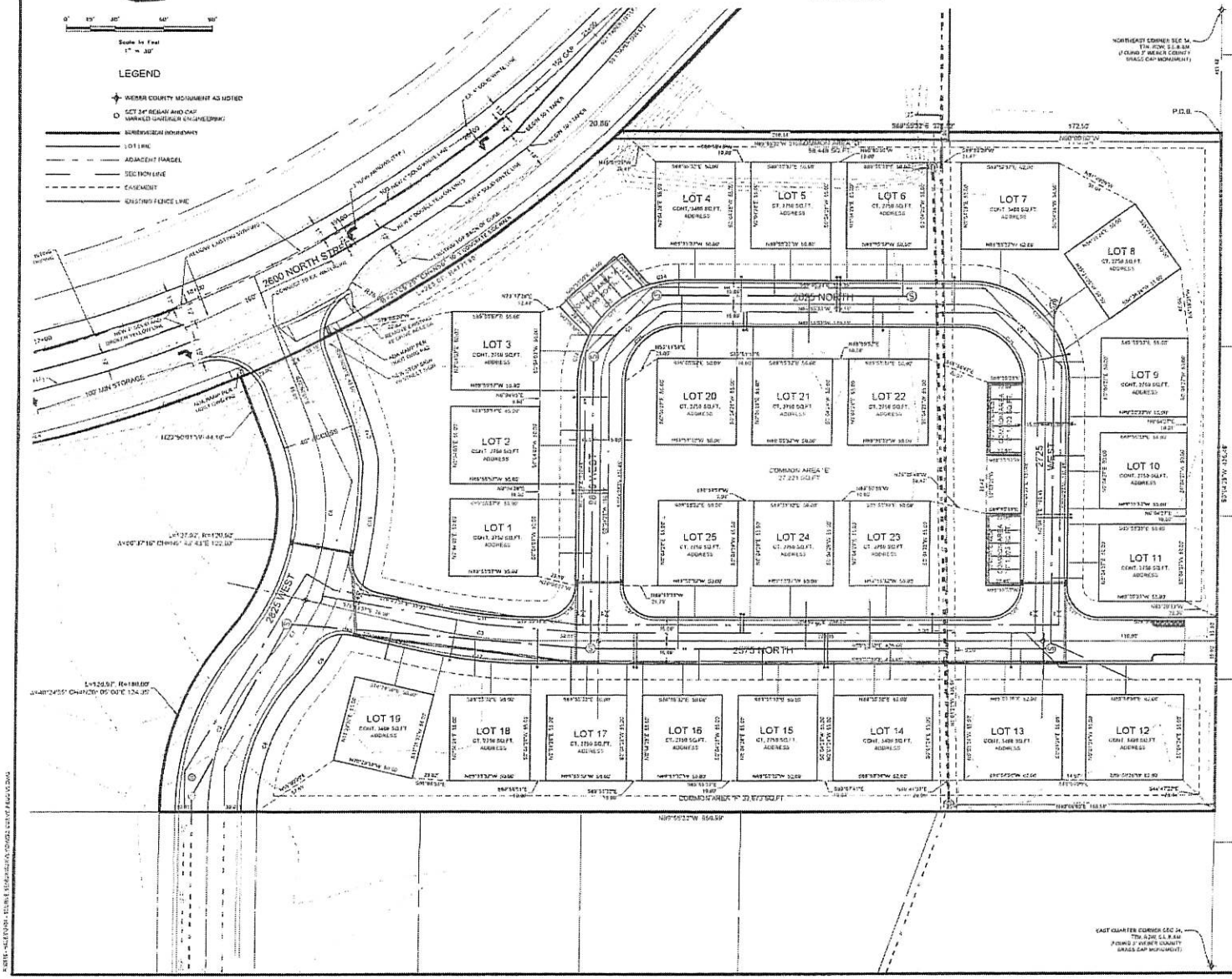
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GARDNER ENGINEERING
CIVIL · LAND PLANNING
MUNICIPAL · LAND SURVEYING
2150 SOUTH 375 EAST, OGDEN, UT
OFFICE: 801.392.0029 | FAX: 801.392.0030

S-CURVE PATIO ESTATES

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH
APRIL 2022



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DEVELOPER
DOUBLE J DEVELOPMENT LLC
JEFF W. HALES
2255 W 2150 N
PLAIN CITY, UTAH
801-540-9917

S2/2

GARDNER ENGINEERING
CIVIL · LAND PLANNING
MUNICIPAL · LAND SURVEYING
3302 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.475.0202 FAX: 801.475.0003

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RECORDS PAGE _____ RECORDED
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CHAPTER 7

SENIOR HOUSING OVERLAY ZONE

SECTION:

10-7-1: Purpose And Intent

10-7-2: Use Regulations

10-7-3: Area Regulations

10-7-4: General Regulations

10-7-5: Submission Of Application

10-7-6: Planning Commission Consideration

10-7-7: Planning Commission Action

10-7-8: City Council Action

10-7-9: Final Site Plan And/Or Final Plat Approval

10-7-10: Building Permit Issuance

10-7-11: Time Limit

10-7-12: Easements Over Common Areas

10-7-13: Homeowners' Association Required

10-7-1: PURPOSE AND INTENT:

A. Purpose:

1. The Senior Housing Overlay (SHO) Zone is established for senior housing residential development within a limited area of the City. It is expressly provided that the SHO Zone is not intended to be utilized for all residential development within the City. The SHO Zone shall only be permitted for property approved by the Planning Commission and City Council. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

2. It is established to ensure that adequate housing is available to senior citizens. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

3. It is established to facilitate the development of senior housing projects which are superior in functional design, quality of construction, appearance, and operational standards.

4. It is established to ensure that the requirements of the Americans With Disabilities Act (ADA) and universal design principles are incorporated within senior housing developments.

5. It is established to ensure that the requirements of all disciplines related to the International Code Council are followed.

B. Intent: This zone is designed to provide for residential uses that are appropriate for the development of seniors, recognizing their unique lifestyles and needs, by allowing higher densities, a mix of uses, and requiring in return, higher design and construction standards, as well as the provision of specific site and building amenities. It is the intent of this zone to carry out the policies and objectives of all elements of the General Plan and to meet the standards necessary to satisfy the requirements for public health, safety, and general welfare. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-2: USE REGULATIONS:

A. Conditional Use/Preliminary Development Plan Approval: The residential uses, housing types and the location of the buildings proposed in an SHO Zone may differ from the residential uses, housing types and regulations governing such uses in effect in the zone in which the development is proposed, provided the provisions of this chapter are complied with.

B. Nonresidential Uses: Nonresidential uses may be included in the development to provide a necessary service to the residents of the development or to expand uses in certain areas of the City as determined by the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-3: AREA REGULATIONS:

At least one household member must be fifty (50) years or older. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-4: GENERAL REGULATIONS:

A. Open Space: A minimum of fifteen percent (15%) open space shall be required of all SHO Zones, except as set forth below. For the purposes of this chapter, "open space" shall mean land and amenities set aside for common areas which are available for recreational use by residents of the SHO Zone or the public in general where land is dedicated to the City or the City holds a public access easement to the land. Open space acreage proposed to meet the fifteen percent (15%) requirement and encumbered by easements, wetlands, or utilities may only be utilized at a rate of up to fifty percent (50%). The percent applied to such properties shall be negotiated with the Planning Commission and the Planning Commission shall base their recommendation on the usability of that space, the amenities that it will provide, and the impact of the space on the project and the City. Open space shall not include private yard space, roads, parking lots, or dwelling units. The fifteen percent (15%) open space requirement may be reduced when the maximum density otherwise allowable is not requested, and an exceptional amenity or amenities of Citywide benefit are included in, or in conjunction with, the project.

B. Density: The SHO Zone density shall be an average of 6.0 units per acre.

C. Yard And Height Regulations:

1. The yard and height requirements of the adjacent zone around the periphery of the project shall be considered by the Planning Commission and may be modified (greater or smaller), as the Planning Commission deems necessary, in order to provide the privacy to the existing land uses, as well as the proposed land uses in the SHO Zone.

2. Front of building shall not encroach upon the utility easement and shall be a minimum of ten feet (10') from back of curb.

3. Minimum spacing between buildings shall be ten feet (10').

D. Site Development Standards; Signs: Site development standards and sign regulations shall be determined by approval of the site development plan.

E. Land Dedication, Streets, Lighting, And Utilities: The City Council, upon recommendation of the Planning Commission, may consider the dedication of streets, open space, and/or parks within the SHO Zone. Any private roads shall meet City standards for pavement structure. A street lighting plan is required. All utilities to be installed as part of the SHO Zone, shall be placed underground.

F. Guarantee; Deposit In Escrow: The developer will deposit in escrow with an escrow holder approved by the City Council an amount of money equal to the cost of improvements required plus ten percent (10%) as estimated by the developer and approved by the City Engineer under an escrow agreement conditioned for the installation of said improvements within two (2) years from the date the final plat is recorded. The escrow agreement aforesaid shall be approved by the City Council and City Attorney and shall be filed with the City Recorder. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

G. Revisions: As part of the City Council review of the final plat and/or development agreement, the City Council may modify the recommendations of the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

H. Development Agreement: A development agreement shall be required for all SHO Zones to assure that all conditions of approval, resolution of negotiations, etc., are completed in the final development. The development agreement is a negotiated document. The Planning Commission shall make its recommendation on development agreement standards to the City Council. The City Council shall have the final negotiation and power to approve the final development agreement. The development agreement shall be signed and recorded concurrently with the final plan by the City Council. This agreement runs with the land and contains all the conditions decided upon during the project approval process. Once the Planning Commission has deliberated on the conditional use and the development agreement, the draft development agreement shall be sent to the City Council for review and consideration. The City Council review and/or modification shall be accomplished prior to the Planning Commission review of a preliminary plan or other submittals for the project. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

I. Checking Fees: Checking fees for SHO Zones shall be based on the same standards contained in the subdivision title and fees established for lots shall be applicable to housing units.

J. Architectural Standards: The following minimum architectural standards shall be required of all dwellings within a planned residential unit development:

1. Single-family dwellings shall have at least a two car garage (with minimum interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.

2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.

3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.

4. The minimum roof pitch shall be at least four to twelve (4:12).

5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.

6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.

7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.

8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.

K. Universal Design: Universal design (also known as "aging in place") is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at minimum, the following universal design principles:

1. No step entries.

2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.

3. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.

4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.

5. Room thresholds that are flush.

6. Adequate lighting throughout the dwelling unit.

7. Provide lever door handles and rocker light switches.

8. Provide additional closet rod brackets to allow potential access from a wheelchair.

9. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-5: SUBMISSION OF APPLICATION:

A. Required: An application for an SHO Zone shall be submitted as a conditional use to the Planning Commission. An overall preliminary development plan including subsections A1 through A10 of this section shall be submitted with the conditional use application for the SHO Zone.

1. Development density, coverage, and open space characteristics.

2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.

3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.

4. Conceptual landscape plan, fencing, and screening.

5. Conceptual grading and drainage.

6. Streets and lots.

7. Identification signs or entrance features.

8. Street lighting.

9. A written letter of commitment to the particular design concepts of the project. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10. A draft financial plan for the permanent maintenance of common area facilities. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

B. Other Necessary Information: Such other information shall be included as may be necessary to determine that the contemplated arrangement of uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title.

C. Project Details And Proposal Negotiations: As part of the General Plan/rezone, or the rezone, or the conditional use, or subdivision process, project details and proposals such as lot sizes, densities, setbacks and amenities may be negotiated. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-6: PLANNING COMMISSION CONSIDERATION:
In considering the proposed Senior Housing Overlay development, the Planning Commission 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. Landscaping, Screening: The landscaping and screening as related to the several uses within the development as a means of its integration into its surroundings.

D. Signs: The size, location, design and nature of signs, if any, and the intensity and direction of area of floodlighting.

E. Density: The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands, either existing or as indicated on the zoning map or Master Plan as being a desirable future residential density.

F. Financial Ability: The demonstrated ability of the proponents of the Senior Housing Overlay development to financially carry out the proposed project under total or phase development proposals within the time limit established.

G. Open Space And Amenities: The value to the community of the open space to be preserved and the amount and quality of the open space and amenities.

H. Phases: In the event the Senior Housing Overlay is done in phases, the undeveloped portion will be addressed in the development agreement. It is up to the developer to present the options (materials) and up to the commission to decide. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-7: PLANNING COMMISSION ACTION:
A. Recommendations: The Planning Commission, subject to the requirements of this chapter and this Code, may recommend to approve, modify with conditions or deny, the draft development agreement, site plan, and/or the preliminary development plan.

B. For A Conditional Use: The Planning Commission, subject to the requirements of this chapter, may approve, modify, deny, or approve with conditions, the conditional use including the preliminary development plan for the proposed Senior Housing Overlay development. After a conditional use for the Senior Housing Overlay development is approved, a preliminary plat may be submitted using the standards and procedures found in the subdivision ordinance where subdivision approval is required. The Planning Commission may hold a public hearing for the conditional use permit. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-8: CITY COUNCIL ACTION:
In addition to the standard procedures, approval processes, and powers of the City Council, the City Council may hold a public hearing on the development agreement in conjunction with the General Plan and/or zone change or separately after the Planning Commission review of the conditional use where a General Plan and/or zone change is not required. The City Council may approve, approve with conditions, or disapprove the final development agreement. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-9: FINAL SITE PLAN AND/OR FINAL PLAT APPROVAL:
Permitted uses specified in section 10-7-2 of this chapter require site plan approval by the Planning Commission before building permits are issued subject to section 10-8-16 of this title. Conditional uses are regulated by chapter 10 of this title.

All plans shall follow standard subdivision approval process with the Planning Commission. Approved final site plan or final plat will be forwarded to the building official for issuance of building permit. (Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-10: BUILDING PERMIT ISSUANCE:
The building official shall not issue any permit for the proposed building or use within the project unless such building or use is in accordance with the approved development plan and any conditions imposed. Approved development plans shall be filed with the Planning Commission, City Engineer, building official and City Recorder. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-11: TIME LIMIT:
Unless there is substantial action leading toward completion of a Senior Housing Overlay development or an approved phase thereof within a period of six (6) months from the date of approval, as determined by the City Council, to get the plat recorded or such approval shall expire, unless after reconsideration of the progress of the project, an extension is approved. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-12: EASEMENTS OVER COMMON AREAS:
In the Senior Housing Overlay Zone, there shall be reserved proper easements over the common areas to accommodate public services, including, but not limited to, the right of police and fire personnel to enter upon any part of the common areas, and to allow the City to repair or replace facilities or improvements thereon if any association fails so to do. The declaration for any such development shall include a provision covenanting with the City and all unit owners to maintain the common areas and facilities for the use of declarant and all unit owners prior to being turned over to an association. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-13: HOMEOWNERS' ASSOCIATION REQUIRED:
In the Senior Housing Overlay development with common areas and facilities such as common open space or private streets, a homeowners' association shall be created concurrent with recording of the final plat, to assure maintenance of the common areas and facilities in perpetuity. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

CHAPTER 10

CONDITIONAL USES

SECTION:

10-10-1: Purpose And Intent

10-10-2: Conditional Use Permit

10-10-3: Review Procedure

10-10-4: Determination

10-10-5: Basis For Issuance Of Permit

10-10-6: Appeal

10-10-7: Building Permit

10-10-8: Expiration

10-10-9: Limited Residential Occupation; Conditional Use In All Zones

10-10-1: PURPOSE AND INTENT:

The purpose and intent of conditional uses is to allow in certain areas compatible integration of uses which are related to the permitted uses of the zone, but which may be suitable and desirable only in certain locations in that zone due to conditions and circumstances peculiar to that location and/or upon certain conditions which make the uses suitable and/or only if such uses are designed, laid out and constructed on the proposed site in a particular manner. (Ord., 11-14-1974)

10-10-2: CONDITIONAL USE PERMIT:

A conditional use permit shall be required for all uses listed as conditional uses in the zone regulations. A conditional use permit may be revoked by the City Council after review and recommendation by the Planning Commission, upon failure to comply with the conditions imposed with the original approval of the permit. (Ord., 11-14-1974)

10-10-3: REVIEW PROCEDURE:

A. Application: Application for a conditional use permit shall be made to the Planning Commission.

B. Plans Required: Detailed location, site and building plans shall accompany the complete application forms provided by the City. For structures in existence, only a location plan need be provided.

C. Consideration By Planning Commission: The application, together with all pertinent information, shall be considered by the Planning Commission at its next regularly scheduled meeting. (Ord., 11-14-1974)

10-10-4: DETERMINATION:

The Planning Commission may deny or permit a conditional use to be located within any zone in which the particular conditional use is permitted. In authorizing any conditional use, the Planning Commission shall impose such requirements and conditions necessary for the protection of adjacent properties and the public welfare. (Ord., 11-14-1974)

10-10-5: BASIS FOR ISSUANCE OF PERMIT:

The Planning Commission shall not authorize a conditional use permit unless evidence is presented to establish that:

A. The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community; and

B. Such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs; and

C. The proposed use will comply with the regulations and conditions specified in this title for such use; and

D. The proposed use conforms to the goals, policies and governing principles and land use of the Master Plan for the City; and

E. The proposed use will not lead to the deterioration of the environment, or ecology of the general area, nor will it produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally effect, to any appreciable degree, public or private property, including the operation of existing uses thereon, in the immediate vicinity or the community or area as a whole. (Ord., 11-14-1974)

F. If the proposed use is to be privately owned, and not to be owned by a governmental entity, and if the proposed use is to occupy a building of ten thousand (10,000) square feet or more in floor area, the building constructed, remodeled, or otherwise to be used for the proposed use will be maintained or demolished so as to avoid creating an abandoned or blighted structure if the use should be discontinued at any time in the future.

G. If the proposed use is the residential use of an existing nonresidential building, the building will be remodeled or altered to make its appearance compatible with other residential structures in the area. This basis for issuance of a permit can be waived if the Land Use Authority determines that the building is a historic structure and its preservation in a nonresidential appearance would be necessary or desirable to promote the general welfare of the community.

H. If the proposed use is an educational institution and if the proposed use is to occupy a building of ten thousand (10,000) square feet or more in floor area, the applicant for the permit will participate in the cost of any roadway or sidewalk, or a study on the impact of a school on a roadway or sidewalk, that is reasonably necessary for the safety of schoolchildren and not located on or contiguous to school property. (Ord. 2009-08, 9-3-2009, eff. 9-3-2009)

10-10-6: APPEAL:
The decision of the Planning Commission may be appealed to the City Council by following the procedures set forth in title 2, chapter 3 of this Code. (Ord. 2008-03, 1-17-2008, eff. 1-17-2008)

10-10-7: BUILDING PERMIT:
Upon receipt of a conditional use permit, the developer shall take such permit to the building inspector who will review the permit and conditions attached. Based on this review and compliance with any other items that might develop in the pursuance of his duties, the building inspector may approve an application for a building permit and shall ensure that development is undertaken and completed in compliance with said permit and conditions pertaining thereto. (Ord., 11-14-1974)

10-10-8: EXPIRATION:
Unless there is substantial action under a conditional use permit within a period of one year of its issuance, as determined by the Planning Commission, the conditional use permit shall expire. The Planning Commission may grant a maximum extension of six (6) months under exceptional circumstances. (Ord., 11-14-1974)

10-10-9: LIMITED RESIDENTIAL OCCUPATION [1]
; CONDITIONAL USE IN ALL ZONES:

A. Limited residential occupation is any use conducted in the dwelling or accessory building and carried on by persons residing in the dwelling unit, which is clearly incidental and secondary to the dwelling purpose and does not change the character thereof, and in connection with which there is no display nor stock in trade, except where it is incidental to the main use.

B. Business licenses are conditional for one year, with a review of conditions by the Governing Body. The license is not transferable and is void upon sale of the property. The applicant must have written approval of all property owners within five hundred feet (500').

C. The Governing Body will set conditions and limitations and will include, but not be limited to, those listed below:

1. Maximum allowable working area:

   a. Main dwelling, twenty five percent (25%) of main floor;

   b. Accessory building, up to thirty five percent (35%) of main dwelling floor area.

2. Employees: Limited to people residing in dwelling.

3. Hours of operation.

4. Parking and traffic.

5. Other conditions and limitations as deemed necessary by the Governing Body.

D. Limited residential occupation is not permitted in multiple-unit dwellings, or accessory buildings at multiple-unit locations.

E. Limited residential occupation shall not include any activity which amounts to a nuisance, hazard or be incompatible with the neighborhood or any planned development of the neighborhood. It shall not include the sale of anything of a toxic, flammable or dangerous nature. All provisions stated in title 3 of this Code shall apply to a limited residential occupation.

F. The use must meet all health codes, fire codes and inspections before a license is issued.

G. The fee for limited residential occupations is to be set by the Governing Body yearly in the license fee schedule. (Ord., 10-8-1981; amd. 2003 Code)

Notes

1 1. See also chapter 13 of this title for home occupations.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JANUARY 20, 2022

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, January 20, 2022 also accessible via ZOOM beginning at 7:00 p.m.

Present:	Mayor Jon Beesley, Councilmembers Jed Jenkins, Rachael Beal, Buddy Sadler, Luigi Panunzio and Todd Skeen
Staff:	Diane Hirschi, Dan Schuler, Melissa Miller, Tammy Folkman, Brandon Richards
Present:	Candace Baird, Robert Dodgen, James and Barb Jensen, Zanna and Lorin Child, Rod Layton, Chuck Palmer, Jim Flint, Neil and Lisa Cox, Patricia, Kerry Gibson
Also Present via Zoom:	Adams Family, Debbie Robinson, Jim Beesley, Rob Ortega, Stacey Dixon, Tom Favero, Annette

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

Approval of Minutes from January 6, 2022

Councilmember Jenkins moved to approve the minutes from January 6, 2022 as presented. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Comments: Public

No comments were offered.

Report from Planning Commission

Commissioner Dustin Skeen reported to the council about the last Planning Commission meeting. Shauna Faulkner is now the Chairman and Dustin Skeen is Vice-Chair. Commissioner Skeen commented on the Stillcreek Phase 3B final and recommended approval. The commission spoke with Visionary Homes regarding the entire Stillcreek project and asked them to work on an overall plan to finish the phases. Mayor Beesley spoke about meeting with Chairman Faulkner to look at that project and go over the agreement to ensure it comes to completion. Mayor Beesley spoke about the many changes to the original PRUD that was approved and stated that it might need to be reviewed again as well. Commissioner Skeen mentioned the General Plan update and accessory dwelling units that the commission is reviewing. The commission is looking at attached units. He mentioned legislation regarding affordable housing and how to make that work within our city. Councilmember Sadler asked if the commission had looked at creating affordable housing that can be deeded as affordable housing forever. Councilmember Sadler says other cities are adopting that policy and suggested the commission check into it. Mayor Beesley stated that he's seen that within some cities where a percentage of apartments are set up that way to stay in compliance or as a receipt for a tax break.

Public Hearing: Zanna Child Annexation – 1055 N 5200 W – 13.4 Acres

Councilman Sadler moved to go into a public hearing regarding the Zanna Child Annexation. Councilman Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Mayor Beesley invited Zanna Child to speak to the council regarding the annexation. Ms. Child stated she was under the impression she was part of the annexation when the properties around her were annexed last year. She was surprised when her property was not included, but is looking forward to being part of Plain City. **Councilmember Sadler moved to close the public hearing of the Zanna Child Annexation. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Ordinance - Zanna Child Annexation – 1055 N 5200 W – 13.4 Acres

Councilmember Sadler moved to approve Ordinance 2022-01 annexing the Zanna Child property. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Discussion/Motion: Children's Justice Center

Mayor Beesley invited Rod Layton from the Children's Justice Center (CJC) to address the council. Mr. Layton explained the purpose of the CJC. They are not a non-profit organization and they are not a county organization. They work in tandem with all law enforcement agencies and attorneys to facilitate interviews, exams, mental health assessments, etc. for all children who have experienced, witnessed or been victim of a crime. Mr. Layton explained that in recent years the number of cases has grown to exceed the capacity of the facility that they are currently housed in. Because of this, their services are hindered and the need for a new building is essential. Mr. Layton explained that the building they use now is donated by a non-profit organization, and it is registered as an historic building, therefore no additions or renovations can be made to it. Mr. Layton stated that due to the pandemic, the CJC is expecting an even bigger rise in cases over the next two or three years as children return to the classroom and disclose information to trusted adults, such as a teacher or counselor. The CJC has been searching for property in order to

build a new facility to accommodate the growth in Weber County. Mr. Layton stated the CJC went to the county commissioners and secured a commitment from them for a donation of $1 million dollars as long as the CJC can raise $1.5 million in donations from the cities located within Weber County. Mr. Layton has requested a donation of $42,000 dollars from Plain City and explained the breakdown of how the CJC determined this amount. Mr. Layton stated that he believed the cities are ultimately responsible for helping to fund the CJC since these kids come back to their homes and reside within these cities. Mayor Beesley mentioned that he had not been aware of the CJC before his WACOG meeting. Mayor Beesley talked about the city contracts for policing and taxes paid to the county for this and other services. Mayor Beesley agreed with the need for a new CJC facility and understands the request for funding, but questioned whether it was the responsibility of the city versus the county. Mayor Beesley explained to the council that when he was first approached about this, he spoke with some of the county commissioners to see if they would be willing to front the donation and then enter into an interlocal agreement with Plain City to have it paid back over time. Councilmember Jenkins mentioned that it was a substantial amount of money and spoke about some of the county buildings that have been erected in recent years. He stated that they are "shrines" and appear to be expensive buildings and his concern is giving such a large amount of money when Plain City is still quite small. Mr. Layton stated he understood his concern, but explained that the CJC building must be built to accommodate certain needs and look a certain way. The children who come to the CJC are traumatized, so the building must look like "grandma's house" to help settle the child. Mr. Layton pointed out that all children must be interviewed by the CJC under state mandate and every city within Weber County will use it. Mr. Layton stated the CJC isn't looking to take away from city budgets, but rather ask for a portion of the ARPA funds given to each city. Mayor Beesley stated there have been years when Plain City has given back ARPA funds and is having a hard time with the funds. Councilmember Beal stated the city gives $3000 to the Women's Center and she would be willing to do the same amount for the CJC. Councilmember Sadler asked Mr. Layton about the unincorporated areas and the taxes being paid, which Mayor Beesley pointed out was accounted for. Councilmember Skeen asked if the state was willing to help with the cost. Mr. Layton stated the state won't step in to help with the funds for a building, but they oversee the program and some of the CJC employees are paid out of state funds. Mr. Layton mentioned they also apply for federal grants as well. Councilmember Sadler stated tax payer money is already going to the CJC. Councilmember Beal agreed. Mayor Beesley asked the council for their thoughts about the interlocal agreement and if they enter into it, paying it back within five to ten years. The council members were in agreement with that idea. City Attorney, Brandon Richards, pointed out that the CJC is needed and used throughout the county. Mr. Layton liked the idea of the interlocal agreement as well. Councilmember Sadler suggested entering into the interlocal agreement with the intent to pay it back over three years rather than ten.

Councilmember Sadler moved to see about entering into an interlocal agreement with Weber County to pay Plain City's portion in three to five years. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Discussion/Motion: Stacey Dixon – Utilities Improvement Agreement for Plain City Fields Subdivision

Mayor Beesley stated there were some concerns about the timeframe of this subdivision regarding people and developers coming back to the city to request compensation for infrastructure. Brandon Richards spoke about the Skeen property agreement as an example and stated there were conditions and stipulations for approval of that subdivision. The Stacey Dixon agreement is different and doesn't have the same conditions and stipulations as the Skeen subdivision. Mr. Richards stated it would be a stretch for previous developments to come back and request compensation. He stated there are laws and ordinances that dictate what has to be done before the subdivision goes in. Councilmember Sadler stated he believes the city is setting themselves up for future problems and thinks this agreement should be denied. Councilmember Skeen stated he doesn't believe they are not trying to get out of paying for the improvements, but perhaps wanted to do things out of sequence to accommodate the city due to road construction. Mayor Beesley referred back to Mr. Richards' comments regarding the major difference between agreements: the Skeen subdivision was done in conjunction with the approval and the Dixon subdivision was already approved. Councilmember Skeen worried about the sidewalk and improvements may have to be torn up again, but Mayor Beesley stated that would only happen if it was put in wrong at this point. **Councilmember Beal moved to deny the Utilities Improvement Agreement for Plain City Fields Subdivision. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler and Panunzio voted aye. Councilmember Skeen voted nay. The motion carried.**

Stacey Dixon spoke online and asked about the vote. Mayor Beesley informed Ms. Dixon that the agreement was denied. Ms. Dixon asked if anyone mentioned that the Dixon's had asked for this multiple times and was told it was not possible so they just moved forward, but pointed out that when the Skeen's asked for the same thing, it was approved. Mayor Beesley invited Ms. Dixon to make an appointment to meet with him in order to discuss the matter further. He mentioned the Skeen agreement was done over several months and the Dixon's never brought this to their attention in a council meeting. Mayor Beesley stated the motion had been voted on, but Ms. Dixon was welcome to meet with him.

Discussion/Motion: Ordinance for Rezone – Robert Dodgen – 3168 W North Plain City Rd – RE-20 to RE-18.5

Candace Baird addressed the council on behalf of Robert Dodgen. Councilmember Beal stated she believed in black and white and since the option of RE-18.5 is listed in our General Plan, the Dodgen's should be approved for the rezone.

Fwd: Plain City: ARPA Funding Interlocal Agreement
Jon Beesley <jonb@plaincityutah.org>
Tue 7/5/2022 6:43 PM
To:

- Diane Hirschi <dianeh@plaincityutah.org>

There were multiple cities that did not participate in the funding for this facility. I would like to run this passed the council to see if they would like to still pay the money we committed.

What do you think?
Sent from my iPhone

Begin forwarded message:

From: Patricia Alatrista <palatrista@utah.gov>
Date: June 30, 2022 at 11:50:08 AM MDT
To: Jon Beesley <jonb@plaincityutah.org>
Cc: "Crockett,Christopher" <ccrockett@co.weber.ut.us>
Subject: Plain City: ARPA Funding Interlocal Agreement

Good Afternoon Mayor,

Attached is the Interlocal agreement for the ARPA funding that would go towards the construction of the new Children's Justice Center Building. If you could please sign the agreement and return it back to the Weber County Attorney's Office that would be greatly appreciated. Rod and I are also willing to come and pick them up if that is easier for you, just let us know.

If you have any questions or concerns specifically about the agreement please reach out to Christopher Crockett from the Weber County Attorney's Office, you can contact him at 801-399-8592.

Thanks for your patience,

Patricia Alatrista-Franco
--
Patricia Alatrista
Weber/ Morgan Children's Justice Center
Victim Services Coordinator
(801) 778-6261

INTERLOCAL COOPERATION AGREEMENT FOR THE DISTRIBUTION OF CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS FOR THE CONSTRUCTION OF A NEW CHILDREN'S JUSTICE CENTER

This agreement is made by and between Weber County ("County") and Plain City ("City"), individually referred to as "Party" and jointly referred to as "Parties," pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, County and City have received Coronavirus State and Local Fiscal Recovery Funds ("SLFRF funds") from the United States Treasury ("Treasury") and the State of Utah under the American Rescue Plan Act ("ARPA"); and

WHEREAS, the purpose of SLFRF funds is to mitigate the public health and economic impacts of the COVID-19 pandemic by maintaining vital public services and to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the Treasury, in its final interim rule governing SLFRF funds eligibility, has found that crime and violence has increased in communities due to the pandemic; and

WHEREAS, the Treasury has determined that funding community violence intervention programs and trauma recovery services for victims of crime are an eligible use for SLFRF funds; and

WHEREAS, the State of Utah, pursuant to Utah Code Ann. 67-5b-101 et seq., has established the Children's Justice Center Program to provide a comprehensive, multidisciplinary, intergovernmental response and services to victims of child abuse; and

WHEREAS, the Weber/Morgan Children's Justice Center ("CJC") was established to not only provide a neutral, child-friendly program where interviews are conducted and services are provided to facilitate the effective and appropriate disposition of child abuse cases, but to establish and maintain a multidisciplinary team to aid in the delivery of as many services as possible to child abuse victims and their families; and

WHEREAS, the CJC is a community resource that benefits all residents residing within Weber County and Morgan County; and

WHEREAS, the demand for CJC services has steadily increased over the years and the capacity to provide those services has reached a point where it is no longer feasible to do so at the CJC's current location; and

WHEREAS, the County, municipalities, and various community stakeholders, such as the Friends of the Children's Justice Center and Ogden School District, have come together in an effort to construct a new, centrally-located CJC building capable of providing these vital community services well into the future; and

WHEREAS, a parcel of land currently owned by the Ogden School District located at 1845 Jackson Avenue, in Ogden, Utah, has been selected a suitable site for the construction of a new CJC building; and

WHEREAS, the County and Ogden City have agreed to rezone the property to specifically allow the CJC to be constructed and to operate on the parcel (a copy of the draft development agreement is attached as Exhibit A); and

WHEREAS, construction costs for the new CJC building are to be made up of SLFRF contributions from participating municipalities, proceeds from the sale of the current CJC building, and contributions from other generous community stakeholders and supporters of the CJC;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION ONE
SCOPE

1. County will commit approximately $1,000,000 (one million) toward the construction of a new CJC with its allocated SLFRF funds.

2. City will contribute a portion of its SLFRF funds in the amount of $42,310.00 toward the building of a new CJC. City's contribution amount was determined by the average percentage of case referrals by the City to the CJC for services over the past three years.

3. City shall deposit its contribution with the Weber County Treasurer. City's contribution shall remain on deposit with the County and not be dispersed until the following occurs:

    a. Ogden School District has recorded a conveyance of the parcel to the County;
    b. County has received all necessary zoning and subdivision approvals from Ogden City that will allow construction to move forward; and
    c. County has a received a signed agreement from the Friends of the Children's Justice Center that proceeds from the sale of the current CJC building will be allocated toward the construction of the new CJC building.

4. County shall only use SLFRF funds to cover eligible expenses that are necessary for the completion of the new CJC building. These expenses must be incurred by December 31, 2024 and paid in full by December 31, 2026.

5. Once construction is complete, County will own and operate the new CJC in accordance with state statute.

SECTION TWO

TERM OF AGREEMENT

1. The term of this agreement begins on the date it is fully executed by the Parties and will remain in effect until County has completed all applicable administrative actions, reporting requirements, and any other project work required under ARPA and the Treasury's final rule pertaining to the use of SLFRF funds.

SECTION THREE
REIMBURSEMENT FOR SERVICES PROVIDED

1. County agrees that it will not receive any compensation from the City for services provided under this agreement.

SECTION FOUR
RECORDS

1. All records created or received by County in accordance with this agreement shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by the City at any reasonable time. County shall retain records associated with the project for a period required by state or federal law, whichever is greater.

SECTION FIVE
REPORTING REQUIREMENTS

1. County shall submit such reports and adhere to all conditions and obligations as required by the City, including but not limited to, SLFRF Reporting requirements.

SECTION SIX
INDEMNIFICATION

1. County agrees to indemnify and hold City and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

2. City agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

3. Notwithstanding the foregoing, County and City are governmental entities under the

Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) ("Governmental Immunity Act"). Neither County nor City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SEVEN
ADMINISTRATION

1. This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of the participating Parties.

SECTION EIGHT
MISCELLANEOUS

1. Amendment. This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and City.

2. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:

    a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the City.
    b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
    c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
    d. The Parties agree that they are not creating an interlocal entity by this agreement.

4. Further Assurance. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

5. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

6. Governing Law. This agreement is made and entered into subject to the provisions of the

laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

7. Headings. The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

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

9. Entire Agreement. This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[*signatures on the following pages*]

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By_____
Scott K. Jenkins, Chair

Date_____

ATTEST:

_____
Weber County Clerk/Auditor

Approved as to form and for compliance with state law:

_____
Weber County Attorney's Office

PLAIN CITY

By_____
, Mayor

Date_____

ATTEST:

_____
City Recorder

Approved as to form and for compliance with state law:

_____
City Attorney

EXHIBIT A

AGREEMENT FOR DEVELOPMENT OF LAND
At 1845 Jackson Avenue, Ogden, Utah

This Agreement for Development of Land, hereinafter referred to as "the AGREEMENT," entered into this ___day of 20___, between Ogden City Corporation, a Utah municipal corporation, hereinafter referred to as "the CITY," and Weber County, Utah, hereinafter referred to as "DEVELOPER."

RECITALS

WHEREAS, in furtherance of the objectives of the Ogden City General Plan, the CITY has considered an application for a zone change on certain real property located at approximately 1845 Jackson Avenue, in Ogden City, which property is hereinafter referred to as the "SUBJECT AREA," from its present zoning Single-Family Residential (R-1-5) and Open Space (O-1) to Community Commercial, Conditional Overlay (C-2 (CO)) in accordance with the provisions and requirements of Chapter 15-29 of the CITY's zoning ordinance;

WHEREAS, DEVELOPER has presented to the CITY a general proposal for development in the SUBJECT AREA, which provides for development in a manner consistent with the Ogden City General Plan;

WHEREAS, DEVELOPER represents that it is the owner, or will obtain ownership, of the real property located in the SUBJECT AREA;

WHEREAS, DEVELOPER desires approval by the City Council of the C-2 (CO) zoning for the SUBJECT AREA;

WHEREAS, the CITY is willing to grant the approval of such rezoning subject to DEVELOPER agreeing to certain requirements and restrictions of use and development within the SUBJECT AREA, which requirements and restrictions are intended to:

1. Eliminate potential uses otherwise allowed under the C-2 zone, the development of which would not be consistent with the General Plan, and

2. Provide protection to surrounding property and associated property values;

WHEREAS, the CITY believes that the development in the SUBJECT AREA pursuant to the terms of this AGREEMENT is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents;

WHEREAS, DEVELOPER agrees and desires to proceed with the development and use of the SUBJECT AREA subject to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, does hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

1.01 "CITY." The "CITY" shall mean Ogden City Corporation, a Utah municipal corporation. The principal office of the CITY is located at 2549 Washington Boulevard, Ogden City, Utah 84401.

1.02 "CONCEPT PLAN." The "CONCEPT PLAN" is the plan depicting the proposed development along with certain conditions and restrictions of development by the Ogden City Planning Commission and Ogden City Council, pursuant to the terms of this AGREEMENT, attached hereto as Attachment "B" and made a part of this AGREEMENT by this reference. The CONCEPT PLAN is not intended to depict the final site plan, which will need to be altered to comply with the requirements of the conditional use permit and any applicable zoning regulations.

1.03 "DEVELOPER." "DEVELOPER" shall mean Weber County, Utah, or its successors and assigns.

1.04 "PROPOSED DEVELOPMENT". The "PROPOSED DEVELOPMENT" includes the development of the SUBJECT AREA and the construction of an institutional building as generally reflected on the CONCEPT PLAN.

1.05 "SUBJECT AREA". The "SUBJECT AREA" shall mean the parcel of real property located generally at 1845 Jackson Avenue, as legally described and depicted on the attached Attachment "A", consisting of approximately 84,080 square feet.

ARTICLE II
CONDITIONS PRECEDENT

2.01 This AGREEMENT shall not take effect until:

A. The Ogden City Council has approved the AGREEMENT as a condition of such rezoning of the SUBJECT AREA to C-2 (CO) and the Mayor has executed this AGREEMENT on behalf of the CITY;

B. DEVELOPER acquires in fee simple ownership all the real property constituting the SUBJ ECT AREA for the purpose of binding the owners, their successors and assigns to the terms of this AGREEMENT.

C. DEVELOPER demonstrates to the satisfaction of the City Attorney that it is the owner of the subject area, for the purpose stated in paragraph B above, by delivering to the CITY a copy of the deed of the conveyance and a copy of the title policy or other documentation verifying that DEVELOPER is the sole owner of the property, or, if held in escrow, pending approval by the city Attorney, the deed to convey or conveying

the SUBJECT AREA to DEVELOPER and a copy of the title commitment and escrow instructions therefor.

ARTICLE III
DEVELOPER'S COVENANTS
REGARDING FUTURE DEVELOPMENT AND USE

3.01 DEVELOPER, and its successors and assigns, hereby waive the right to use or occupy the land comprised of the SUBJECT AREA or to use, occupy or erect thereon any building or structure designed, erected, altered, used, or occupied for any use not reasonably related to the following uses: a Children's Justice Center Program or a professional office for child counseling services.

3.02 DEVELOPER hereby waives the right to use, occupy or erect upon the SUBJECT AREA any structure designed, erected, altered, used, or occupied which does not comply with the following site development standards:

A. A single main building shall be constructed on the property not to exceed 15,000 square feet floor area and 2 ½ stories and 35 feet building height.

B. The main building shall be designed to appear to be residential building similar to those shown in Attachment B. The building and any accessory buildings comply with the design standards for single-family dwellings and accessory buildings shown in Ogden City Code 15-5-5 for the East Central District, other than building size as provided in subsection A above.

ARTICLE IV
CITY'S UNDERTAKINGS

4.01 If this AGREEMENT is approved by the Ogden City Council as provided in Section 2.01, the zoning on the SUBJECT AREA shall change from its present zoning of R-1-5 and O-1 to C-2 (CO) by ordinance of the Ogden City Council subject only to the terms and conditions of this AGREEMENT. Upon execution of this AGREEMENT by the Mayor and DEVELOPER, such rezoning shall immediately take effect.

4.02 Upon written request from DEVELOPER, the zoning on the SUBJECT AREA shall revert to its prior zoning of R-1-5 and O-1, subject to the applicant demonstrating to the satisfaction of the Mayor that the use of the SUBJECT AREA as a Children's Justice Center Program or a professional office for child counseling services has ceased. The reversion of zoning shall take effect immediately upon such written determination by the Mayor, which shall not be unreasonably withheld. Improvements made subject to this agreement may remain, and thereafter the SUBJECT AREA may be used only for a permitted or conditional use as provided in the reverted zone.

ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.01 CITY Approval Required. The development plans, and any changes thereto, must be approved by the CITY pursuant to the requirements of the City zoning ordinance and all other applicable provisions of the Ogden City Municipal Code. In addition to any standards, requirements, or regulations imposed by City ordinance, the development plans shall also be reviewed by the CITY to determine compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein. This approval is in addition to any required CITY approval which is directed to zoning, engineering or structural matters or compliance with building codes and regulations or applicable City, State or Federal law relating to land use or construction standards. The CITY's determination, respecting compliance with the terms of this AGREEMENT and the CONCEPT PLAN approved herein, shall be final; provided that DEVELOPER reserves all rights as to the appeal of any administrative determinations of the CITY.

5.02 Issuance of Permits. DEVELOPER shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Ogden City Community Development Department and other appropriate departments and agencies. DEVELOPER shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this AGREEMENT and grounds for termination of this AGREEMENT at the option of the CITY and the exercise of the remedies contained herein.

5.03 CITY Obligations Conditional. The obligations of the CITY, as set forth in this AGREEMENT, are subject to the condition that DEVELOPER shall not be in default of its obligations hereunder at any time; provided that obligations of CITY will continue upon DEVELOPER's cure of any such default in accordance with paragraph 6.01.

5.04 Completion Date. DEVELOPER agrees for itself, and its successors and assigns, to promptly begin and diligently prosecute to completion, the PROPOSED DEVELOPMENT of the SUBJECT AREA, through the obtaining of all necessary building and engineering permits. and after the issuance of such permits the subsequent construction of the improvements thereon, and that such permits shall be obtained and such construction shall in any event commence within two (2) years of the date of this AGREEMENT and, once commenced, be diligently pursued, and shall be completed no later than three (3) years from the date of this AGREEMENT.

5.05 Access to the SUBJECT AREA. The CITY, for the purpose of inspection, and whenever and to the extent necessary, to carry out the purposes of this and other sections or provisions of the AGREEMENT shall be permitted access to the SUBJECT AREA, so long as the same shall not unreasonably interfere with the use and development of the SUBJECT AREA consistent with the terms and conditions of this AGREEMENT.

ARTICLE VI
REMEDIES

6.01 Remedies Upon Default or Breach. In the event of any default in or breach of this AGREEMENT, or any of its terms or conditions, either party hereto or any permitted successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to cure or remedy such default of breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. If such default or breach cannot 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 breach and shall continue diligently thereafter to cure or remedy such breach or default 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 option to:

A. Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; or

B. Terminate this AGREEMENT. If DEVELOPER is the defaulting party, upon termination, the CITY may institute proceedings to change the zoning to the zoning designations that existed prior to the changing of the zoning to C-2 (CO).

6.02 Additional Remedies of CITY. Notwithstanding anything in this AGREEMENT to the contrary, it is agreed by the parties hereto that (unless due to the provisions of Section 6.04 below) if DEVELOPER fails to commence construction within three (3) years of the date of this AGREEMENT, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY to terminate this AGREEMENT and the CITY may institute proceedings to change the zoning to the zoning designation that existed prior to the changing of the zoning to C-2 (CO),

6.03 Waiver of Objection and Hold Harmless. If CITY institutes proceedings to change the zoning to the original zoning designation in accordance with the provisions of this AGREEMENT, DEVELOPER, its successors, and assigns, hereby waives any objection to the zone change and hereby releases, indemnifies, and holds the CITY harmless from any actions that may be brought by DEVELOPER, its successors, and assigns, in respect of any such zoning change.

6.04 Enforced Delay Beyond Parties Control. For the purposes of any other provisions of this AGREEMENT, neither the CITY nor DEVELOPER, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the SUBJECT AREA for development, the seeking or obtaining of permits, or beginning and completion of construction of improvements, or progress in respect thereto, in the event the enforced delay in the performance of such obligations are due to causes beyond its control and without 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, and unusually severe weather or unforeseeable delays of contractor or subcontractors due to such causes.

6.05 Extension by the CITY. The CITY, in writing, may extend the time for DEVELOPER's performance of any term, covenant, or condition of this AGREEMENT or permit the curing of any default 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 DEVELOPER's obligations and does not constitute a waiver of the CITY's right with respect to any other term, covenant or condition of this AGREEMENT or any other default in, or breach of, this AGREEMENT.

ARTICLE VII
GENERAL PROVISIONS

7.01 Assignability. DEVELOPER shall not assign this AGREEMENT or any rights or interests herein without the prior written consent of the CITY, except that, upon notice to the CITY, DEVELOPER shall have the right to assign and transfer this AGREEMENT and its rights and obligations hereunder to an entity controlled by or under common control with DEVELOPER, so long as any such entity shall consent in writing to by bound by the terms of this AGREEMENT. Any assignee approved by the CITY shall consent in writing to be bound by the terms of this AGREEMENT as a condition of the assignment. DEVELOPER shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this AGREEMENT separate from DEVELOPER's interest in the SUBJECT AREA.

7.02 Successors and Assigns of DEVELOPER. This AGREEMENT shall be binding upon DEVELOPER and its successors and assigns and where the term "DEVELOPER" is used in this AGREEMENT, it shall mean and include the successors and assigns of DEVELOPER except that the CITY shall have no obligation under this AGREEMENT to any unapproved, or otherwise unauthorized, successor or assign of DEVELOPER.

7.03 Reserved Legislative Powers. Nothing in this AGREEMENT shall limit the future exercise of the police power by the CITY in enacting zoning, subdivision development and related land use plans, policies, ordinances, and regulations after the date of this AGREEMENT.

7.04 Minimum Zoning Standards and Vested Rights. It is not the intention of this AGREEMENT to waive any existing minimum zoning standards, or to restrict the ability of the CITY Council to enact additional standards in the future. The only vested right obtained by DEVELOPER in the approval of this AGREEMENT as part of the rezoning, is the right under the terms and conditions of this AGREEMENT, to apply for site plan approval and building permits.

7.05 No Joint Venture or Partnership. This AGREEMENT does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto.

7.06 Third Party Beneficiaries. Any claims of third-party benefits under this AGREEMENT are expressly denied.

7.07 Agreement to Run with the Land. This AGREEMENT shall be recorded against the property referred herein as the SUBJECT AREA. The AGREEMENT contained herein shall

be deemed to run with the land and shall be binding on all successors in the ownership of SUBJECT AREA.

7.08 Integration. This AGREEMENT contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7.09 Authority. The parties represent that each has the requisite authority to enter into this AGREEMENT and that the same has been duly authorized by all necessary or appropriate corporate or regulatory action.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly executed on its behalf and _____ DEVELOPER has caused the same to be duly executed on its behalf, on and as of the day and year first written above.

CITY: OGDEN CITY CORPORATION,
a Utah Municipal Corporation

By: _____
Michael P. Caldwell, Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER: BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH

By: _____
Scott K. Jenkins, Chair

ATTEST:

_____
Ricky Hatch, County Clerk

ACKNOWLEDGMENTS

STATE OF UTAH)
:SS
COUNTY OF WEBER)

On this _____ day of _____, 20____, personally appeared before me, Michael P. Caldwell, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Mayor of Ogden City, a municipal corporation, and that the foregoing document was signed by him in behalf of said Ogden City, and that said Ogden City executed the same.

_____
Notary Public

STATE OF UTAH)
:SS
COUNTY OF WEBER)

On this 14 day of June, 2022, personally appeared before me, Scott K. Jenkins who being by me duly sworn did say that he is the chair of Board Of County Commissioners of Weber County, Utah, and that the foregoing instrument was signed on behalf of said board of commissioners, and he acknowledged to me that said chair executed the same.

STACY SKEEN
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 716653
COMM. EXP. 02/05/2025

Notary Public

ATTACHMENT A: MAP AND LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CONTAINING PART OF LOTS 9 AND 10 BLOCK 59 PLAT C OGDEN CITY SURVEY, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A CHAIN LINK FENCE RUNNING NORTH/SOUTH APPROXIMATELY 22 FEET NORTHERLY OF THE NORTH FACE OF THE OGDEN SCHOOL DISTRICT GARAGE WHICH LIES ABOUT 34 FEET EAST OF THE FENCE, SAID POINT LIES 378.49 FEET NORTH 89°02'00" WEST, AND 183.76 FEET NORTH 00°58'00" EAST FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF JACKSON AVENUE AND 19TH STREET (NOTE: BASIS OF BEARINGS BEING SOUTH 00°58'00" WEST AS MEASURED BETWEEN OGDEN CITY MONUMENTS ALONG THE MONUMENT LINE OF JACKSON AVENUE AT 19TH STREET AND 20TH STREET.); AND RUNNING THENCE NORTH 00°58'00" EAST 196.79 FEET ALONG SAID FENCE TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28 ALSO BEING A POINT ON THE SOUTH BOUNDARY OF STATE OF UTAH PARCEL 13-040-0031; THENCE SOUTH 89°05'47" EAST 5.99 FEET ALONG SAID NORTH LINE AND SOUTH BOUNDARY TO THE EAST LINE OF SAID STATE OF UTAH PARCEL; THENCE NORTH 00°58'00" EAST 156.32 FEET ALONG SAID EAST LINE TO THE SOUTHWEST RIGHT OF WAY LINE OF JACKSON AVENUE; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID RIGHT OF WAY LINE: 1) 79.55 FEET ALONG THE ARC OF A 1096.78-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°09'20" (CHORD BEING SOUTH 62°06'40" EAST 79.53 FEET); 2) SOUTH 60°02'00" EAST 147.78 FEET TO THE POINT OF TANGENCY OF A 238.44-FOOT RADIUS CURVE TO THE RIGHT, 3) 253.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°00'05" (CHORD BEING SOUTH 29°32'00" EAST 242.04 FEET), AND 4) SOUTH 00°58'00" WEST 36.91 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 89°02'00" WEST 329.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 84,080 SQUARE FEET, OR 1.930 ACRES.

SURVEY OF A PORTION OF PARCEL 02-046-0009
LEGEND
SURVEY OF A PORTION OF PARCEL 02-046-0009
WEBER COUNTY
1/1

ATTACHMENT B: CONCEPT DEVELOPMENT PLAN

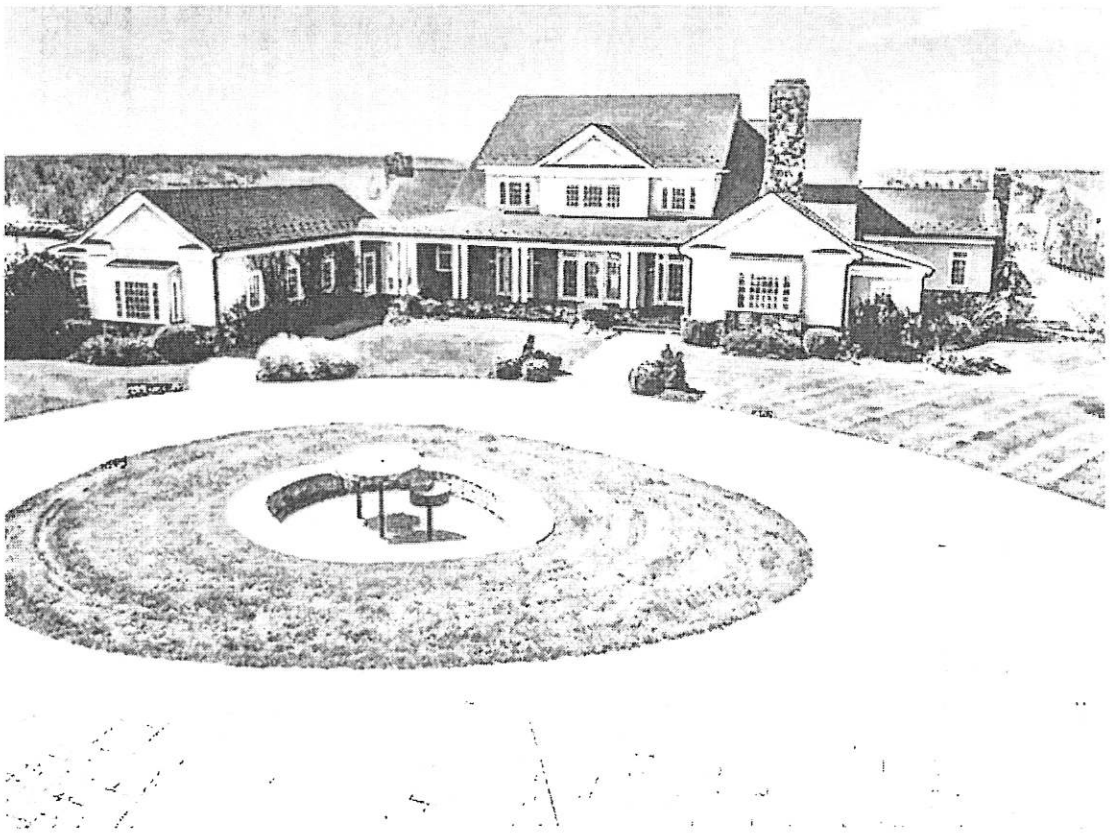
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10/3/2021 Mail - RODNEY LAYTON - Outlook

The attached photos are only included to give the planning commission some kind of idea of what the new center will look like. I also included a photo of the St. George center and the Utah County center (Which is a renovated older building). The new center will be approximately three times larger than the homes in the photos but similar in colors and materials used. Hopefully this will assist the commissions understanding of the final product.









ST. GEORGE CENTER



UTAH COUNTY CENTER

ORDINANCE # 2022-__

AN ORDINANCE OF PLAIN CITY, UTAH AMENDING THE CITY'S ZONING ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE

Section 1. Recitals

WHEREAS, The City Council finds, that 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 legislative powers; and

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and

WHEREAS, the City Council finds that this issue has been reviewed by the Planning Commission and certain recommendations made by them; and

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

THEREFORE, BE IT ORDAINED by the City of PLAIN CITY as follows:

Section 2. City's Ordinance Amended.
The following amendments are made to the Plain City Code:

Title 10, Chapter 21: DETACHED ACCESSORY DWELLING UNITS

10-21-1: PURPOSE AND INTENT:

A. The purpose and intent of Detached Accessory Dwelling Units (DADUs) is to integrate moderate-income housing opportunities with reasonable limitations to minimize the impact on neighboring properties, and to promote the health, safety, and welfare of the property owners and residents.

B. Requests for DADUs must be approved by staff prior to the issuance of a building permit (see section 4 below).

10-21-2: USE REGULATIONS:

A. Definition: for purposes of this code, defined as a subordinate dwelling, which has its own kitchen, living/sleeping area, and sanitation facilities and that is: 1) a detached structure, or 2) above or behind a detached garage, associated with a single-family dwelling.

B. Zones Allowed: properties already zoned as A-1, A-2, RE-40, RE-30, RE-20, RE-18.5, and RE-15. A detached DADU shall not be permitted on any lot smaller than 21,780 square feet.

C. Not Intended for Sale: DADUs shall not be sold separately from the primary dwelling unit. Neither the primary dwelling unit or DADU shall be rented on a transient basis (periods less than 30 days).

1. If the detached accessory dwelling unit is a rental unit, a Home Occupation business license is required.

10-21-3: GENERAL REGULATIONS

A. Owner Occupied: No DADU shall be created, established, or occupied unless the owner of the property occupies either a portion of the primary dwelling or a detached DADU on the same residential lot. For the purpose of this section, the term "owner occupied" shall be defined as full time residency within the home by the bona fide property owner(s) as shown on the Weber County tax assessment rolls, OR that possesses, as shown by a recorded deed, fifty (50) percent or more ownership in the property, OR that, in the case of ownership by a family trust, "owner occupied" refers to a trustor of the family trust that possesses fee title ownership.

B. Address: The primary dwelling unit and the DADU shall have the same address number, but shall refer to the DADU as unit B.

C. Fire, Building, and Health Codes: An DADU shall comply with all building construction and fire codes in effect at the time the DADU is constructed, created or subsequently remodeled, including the obtaining of required building and other permits.

D. Utility Meters: A single-family dwelling with a detached accessory dwelling shall have one (1) but no more than two (2) meters for water, gas, and electricity utility service, and each meter shall be in the property owner's name. In the case of septic systems, the applicant must demonstrate the system has sufficient capacity for another dwelling in accordance with County Health Department requirements. Water and sewer impact fees are required when adding an DADU.

~~E. Not Intended for Sale: DADUs shall not be sold separately from the primary dwelling unit.~~

~~F~~E. Development Standards: DADUs shall meet the following height, size, and setback requirements:

1. Detached units shall be limited to 1,000 square feet
2. Detached units shall have a minimum separation from the primary dwelling of ~~14~~ feet.
3. ~~Detached units shall be limited to equal or less than the height of primary dwelling for single-level dwellings and 75% of the primary dwelling if greater than one level.~~
4. Shall provide ~~one additional~~ adequate off-street parking space on an ~~hard~~ approved surface. Additional driveways and curb-cuts are permitted where there is an improved road and shall not be on the same street as an existing driveway or curb-cut on the property unless they are at least fifty (50) feet apart and meet the minimum distance for a driveway from an intersection of thirty (30) feet.
5. Detached units shall be limited to fifty percent (50%) of the rear yard and setback a minimum of fourteen (14) feet on ~~all~~ sides and thirty (30) feet on rear.
6. A minimum of 50% of a detached DADU shall be located in the rear yard.
    a. Rear yard shall mean an open space extending the full width of the lot, the depth of which is the minimum perpendicular distance between the rear lot line and the nearest point of the main building footprint. In the case of a corner lot, the rear yard may be opposite either street frontage.

10-21-4: SUBMISSION OF APPLICATION:

A. Required: An application for a Detached Accessory Dwelling Unit shall be submitted to the City. A concept plan including the following information shall be submitted with the application:

1. Proposed dimensions and location on the property;
2. Utility plan;

3. Off-street Parking for primary dwelling and DADU; and,
4. A description of architectural elevations and floor plans (bedrooms, bathrooms, etc.) demonstrating the general design of the DADU.

Figure 1. Detached Accessory Dwelling Units Development Standards Example 1

Figure 2. Detached Accessory Dwelling Units Development Standards Example 2

Figure 3. Detached Accessory Dwelling Units Development Standards Example 3 (Corner Lot)

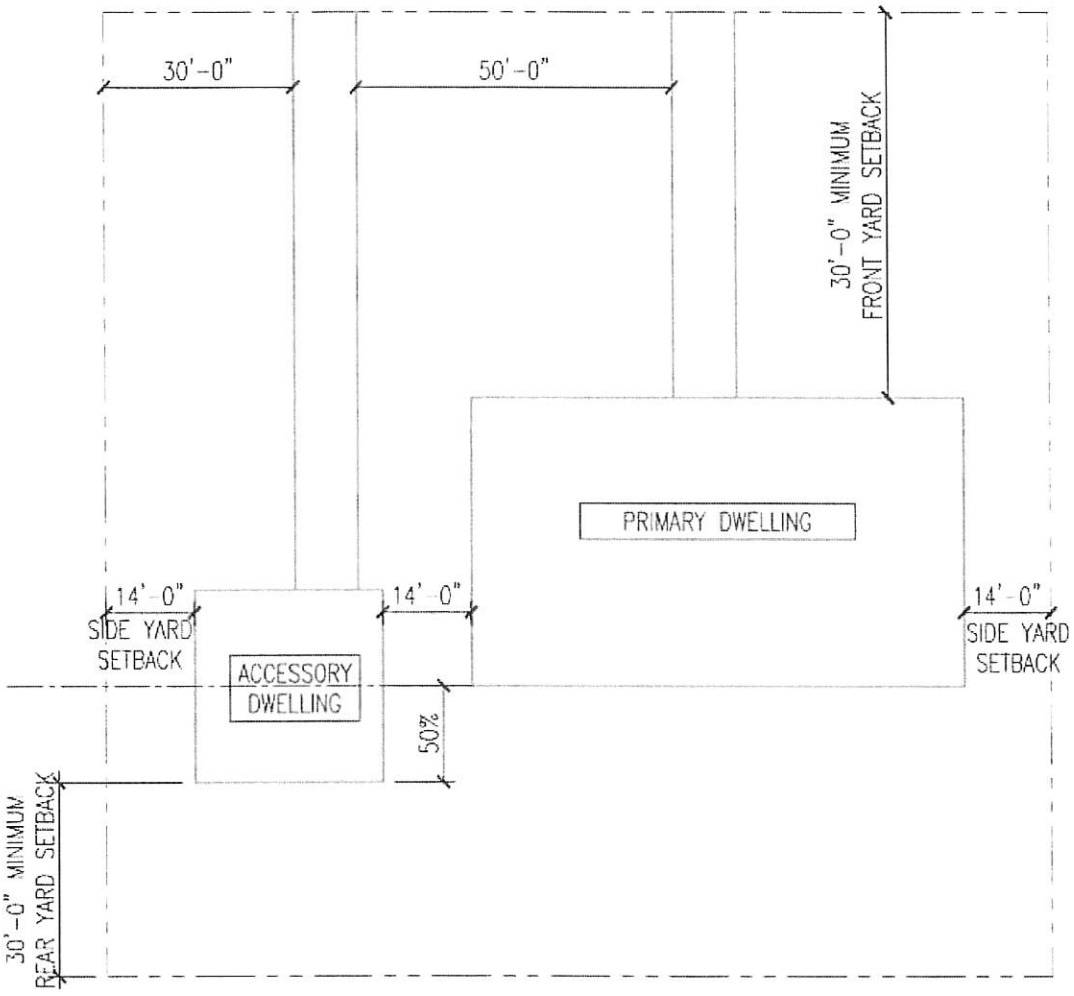


FIGURE 1: DETACHED ACCESSORY DWELLING UNITS EXAMPLE 1

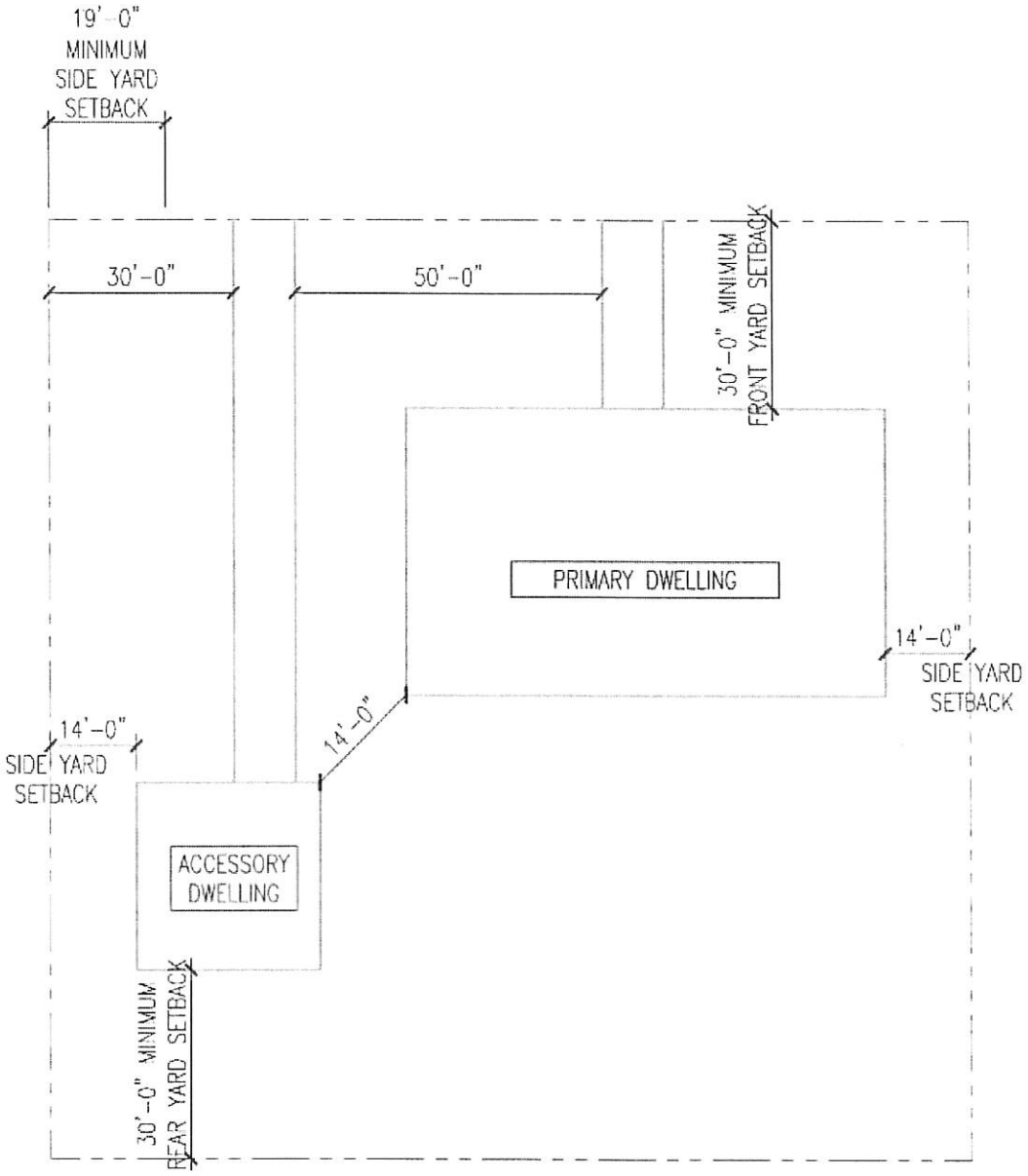


FIGURE 2: DETACHED ACCESSORY DWELLING UNITS EXAMPLE 2

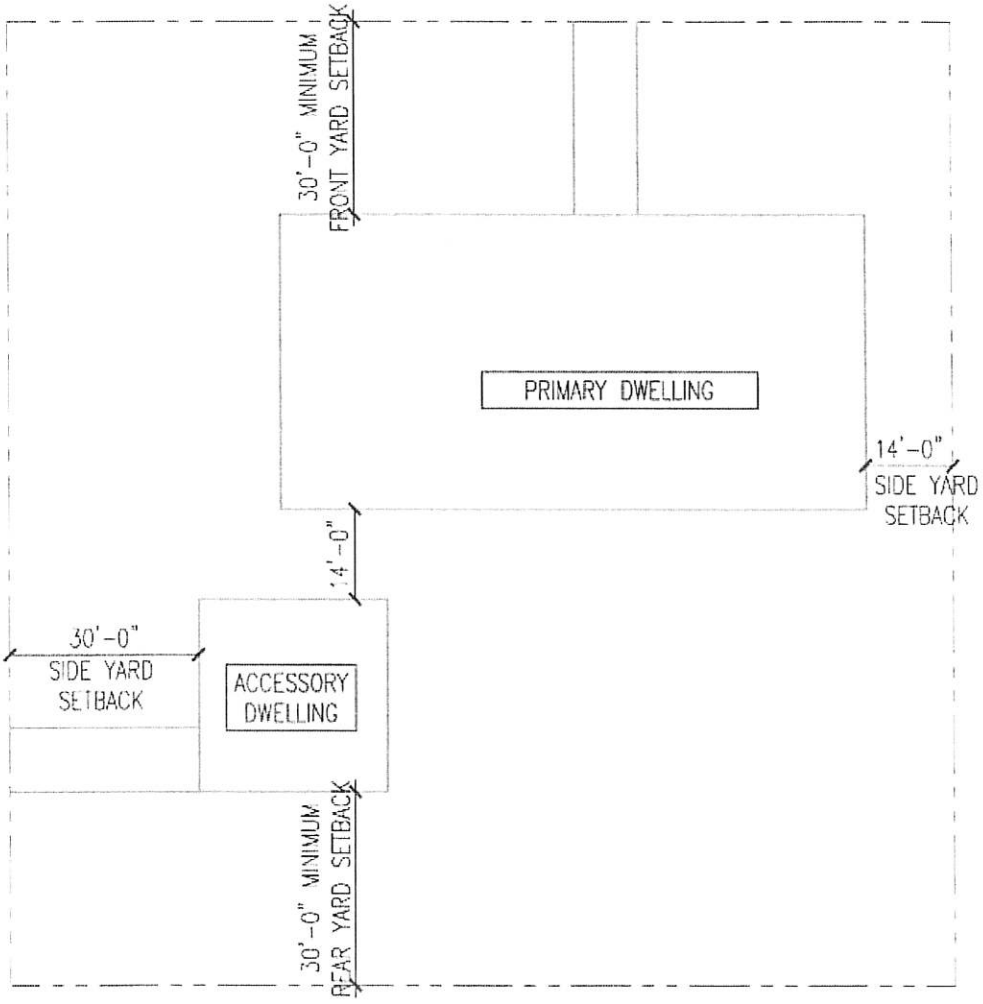


FIGURE 3: DETACHED ACCESSORY DWELLING UNITS EXAMPLE 3

Section 3. **Prior Ordinances and Resolutions** The body and substance of any and all prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are hereby reaffirmed and readopted.

Section 4. **Repealer of Conflicting Enactments** All orders, ordinances and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Ordinance Amendment, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 5. **Savings Clause** If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Ordinance and the provisions of this Ordinance being deemed to be the separate independent and severable act of the City Council of Plain City.

Section 6. **Date of Effect** This Ordinance shall be effective on the ___ day of _____, 2022, and after publication or posting as required by law.

DATED this __ day of _____, 2022

PLAIN CITY, a municipal corporation

_____

MAYOR – Jon Beesley

ATTESTED AND RECORDED:

_____

Diane Hirschi, CMC
CITY RECORDER

WASATCH CIVIL
Consulting Engineering

MEMORANDUM

To: Diane Hirschi, City Recorder
Plain City Corporation

From: Fernando Rivera, P.E.
Wasatch Civil Consulting Engineering

Date: July 14, 2022

Subject 2022 Street Maintenance Project

In Response to our Advertisement for Bid for the 2022 Street Maintenance Project, bids were accepted at the Plain City Offices on June 30, 2022. Three bids were received by the 10:00 a.m. deadline. The bid results are as follows:

Contractor	Bid Amount
1. Staker Parson Companies	$ 1,114,559.75
2. Post Asphalt Paving & Construction	$ 1,208,159.66
3. Granite Construction Co.	$ 1,292,546.00

We have reviewed the submitted bids for discrepancies and found none.

To better fit the City's budget, the scope of the project was significantly changed. The changes are described in Change Order 1 attached herein. The most significant change was to omit the widening and overlay of several roads. Instead, these roads are to be treated with Type II Slurry. After discussing the planned changes with, Staker Parson Companies, the apparent low bidder, they were no longer interested in pursuing the project.

Consequently, we recommend awarding the project to Post Asphalt Paving & Construction for $1,208,159.66 and accepting Change Order 1, the contract price would be reduced to $294,864.61.

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

2022 Street Maintenance Project

Plain City Corporation

Bid Opening Date: June 30, 2022 Time: 10:00 a.m. Place: Plain City Municipal Office, 4160 West 2200 North

				Staker & Parson Companies		Post Asphalt Paving & Construction		Granite Construction Company	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Pre-Lower Existing Valve:	35	Each	$ 314.85	$ 11,019.75	$ 25.00	$ 875.00	$ 320.00	$ 11,200.00
2	Pre-Lower Existing Manhole	32	Each	$ 367.50	$ 11,760.00	$ 25.00	$ 800.00	$ 370.00	$ 11,840.00
3	Raise and Collar Existing Valve:	35	Each	$ 414.50	$ 14,507.50	$ 450.00	$ 15,750.00	$ 420.00	$ 14,700.00
4	Raise and Collar Existing Manhole:	32	Each	$ 577.00	$ 18,464.00	$ 625.00	$ 20,000.00	$ 580.00	$ 18,560.00
5	Install 2-Inch Asphalt Overlay:	5238	Tons	$ 86.25	$ 451,777.50	$ 84.00	$ 439,992.00	$ 88.00	$ 460,944.00
6	Install Asphalt Leveling Course:	3928	Tons	$ 86.25	$ 338,790.00	$ 93.00	$ 365,304.00	$ 90.00	$ 353,520.00
7	1' Shoulder Widening with Edge Taper	26930	L.F.	$ 0.95	$ 25,583.50	$ 3.50	$ 94,255.00	$ 3.00	$ 80,790.00
8	Install Asphalt Surface Treatment, Type II Slurry Seal or Equivalent:	140822	S.Y.	$ 1.41	$ 198,559.02	$ 1.53	$ 215,457.66	$ 2.00	$ 281,644.00
9	Trench Repair 1 1/2" Mill & 1 1/2 Overlay 15' Min Each Side of Crossing	97	S.Y.	$ 72.50	$ 7,032.50	$ 72.00	$ 6,984.00	$ 68.00	$ 6,596.00
10	Driveway Tie-in at Shoulder Widenings	137	Each	$ 178.00	$ 24,386.00	$ 250.00	$ 34,250.00	$ 251.00	$ 34,387.00
11	Striping Yellow:	154	Gal.	$ 41.25	$ 6,352.50	$ 48.00	$ 7,392.00	$ 55.00	$ 8,470.00
12	Striping White:	77	Gal.	$ 41.25	$ 3,176.25	$ 48.00	$ 3,696.00	$ 55.00	$ 4,235.00
13	Special Pavement Markings: 24" Wide Stopbar and 20 ft Double Solid Yellow Stripes	52	Each	$ 24.25	$ 1,261.00	$ 27.00	$ 1,404.00	$ 80.00	$ 4,160.00
14	Special Pavement Markings: City Hall Parking Area Pavement Markings	1	L.S.	$ 1,890.23	$ 1,890.23	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
	TOTAL OF BID ITEMS				**$ 1,114,559.75**		**$1,208,159.66**		**$ 1,292,546.00**

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **PLAIN CITY CORPORATION** (hereinafter called OWNER) and **POST ASPHALT PAVING & CONSTRUCTION** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of the following work in existing City streets: overlaying over 5,000 s.y. of existing pavement, asphalt leveling course, raising and collaring existing manholes and valves, pavement marking, and applying Type II Slurry Seal on over 140,000 s.y. of existing city street and all other items required to complete the work as specified in the contract documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2022 STREET MAINTENANCE PROJECT

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*: The Work for this year will be completed within **60** days following Notice to Proceed. Chip seal work shall be completed by September 1st. This agreement may be extended, solely at OWNER's option, for two additional one-year time periods (three years total) on the same terms and conditions as provided in the contract documents, with price adjustments for changes in materials and labor costs.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

No.	Item	Quantity	Unit	Unit Price	Amount
1	Pre-Lower Existing Valve:	35	Each	$25.00	$875.00
2	Pre-Lower Existing Manhole:	32	Each	$25.00	$800.00
3	Raise and Collar Existing Valve:	35	Each	$450.00	$15,750.00
4	Raise and Collar Existing Manhole:	32	Each	$625.00	$20,000.00
5	Install 2-Inch Asphalt Overlay:	5238	Tons	$84.00	$439,992.0
6	Install Asphalt Leveling Course:	3928	Tons	$93.00	$365,304.00
7	1' Shoulder Widening with Edge Taper:	26930	L.F.	$3.50	$94,255.00
8	Install Asphalt Surface Treatment, Type II Slurry Seal or Equivalent:	140822	S.Y.	$1.53	$215,457.66
9	Trench Repair 1 ½ Inch Mill & 1 ½ Overlay Side of Crossing 15' Min Each:	97	S.Y.	$72.00	$6,984.0
10	Driveway Tie-in at Shoulder Widenings:	137	Each	$250.00	$34,250.00
11	Striping Yellow:	154	Gal.	$48.00	$7,392.00
12	Striping White:	77	Gal.	$48.00	$3,696.00
13	Special Pavement Markings: 24" wide Stopbar and 20' Double Solid Yellow Stripes:	52	Each	$27.00	$1,404.00
14	Special Pavement Markings: City Hall Parking Area Pavement Markings:	1	L.S.	$2,000.00	$2,000.00

TOTAL OF ALL UNIT PRICES **One Million Two Hundred and Eight Thousand One Hundred and Fifty-Nine Dollars and 66/100 ($1,208,159.66)**

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price

Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **1%** per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific

means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

L. The parties to this Contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set for in 24 CFR, and all applicable rules and orders of the Department issued prior to the execution of the Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

M. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organizations or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

N. The CONTRACTOR will include this Section 3 clause in every subcontract for Work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR — and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

O. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued there under prior to the execution of the Contract, shall be the execution of the Contract, shall be a condition of the Federal finance assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORs and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;

2. Performance Bond;

3. Payment Bond;

4. Bid Bonds;

5. General Conditions;

6. Supplementary Conditions;

7. Specifications as listed in the table of contents of the Project Manual;

8. Drawings as listed in the table of contents of the Project Manual;

9. Addenda;

10. Exhibits this Agreements;

1. Notice to Proceed;
2. CONTRACTOR's Bid;
3. Documentation submitted by CONTRACTOR prior to Notice of Award;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2022, (which is the Effective Date of the Agreement).

OWNER:	**CONTRACTOR:**
PLAIN CITY CORPORATION	POST ASPHALT PAVING & CONSTRUCTION
By: _____	By: _____
[CORPORATE SEAL]	[CORPORATE SEAL]

NOTICE OF AWARD

DATED: July 20, 2022

TO: **Post Asphalt Paving & Construction**

ADDRESS: **1762 West 1350 South, Ogden, Utah 84401**

PROJECT: **2022 Street Maintenance Project**

You are notified that your Bid dated 06/30/2022, for the above project has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 2022 Street Maintenance Project. The Contract Price of your Contract is: **One Million Two Hundred and Eight Thousand One Hundred and Fifty-Nine Dollars and 66/100 ($1,208,159.66)**. Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Plain City Corporation
(OWNER)

_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

NOTICE TO PROCEED

DATED: _____

TO: **Post Asphalt Paving & Construction**

ADDRESS: **1762 West 1350 South, Ogden, Utah 84401**

PROJECT: **2022 Street Maintenance Project**

You are notified that the Contract Times under the above contract will commence to run on_____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Completion is on, or before _____. Thereafter, liquidated damages will be assessed at the rate of $200.00 per calendar day.

Before starting any Work at the Site, you must provide certificates of insurance to the owner, as required by the Supplementary Conditions. Also, you must notify the City's designated Public Works Inspector, prior to commencement of construction activities.

Plain City Corporation
(OWNER)

_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

CHANGE ORDER

No. 1

PROJECT:	2022 Street Maintenance Project	DATE OF ISSUANCE:	07/21/2022
OWNER:	Plain City Corporation	OWNER'S PROJECT NO.:	
CONTRACTOR:	Post Asphalt Paving & Construction 1762 West 1350 South Ogden, UT 84401	ENGINEER:	Wasatch Civil Consulting Engineering 1150 Depot Drive Suite 225 Ogden, Utah 84404
CONTRACT FOR:	Entire Project	ENGINEER'S PROJECT NO.:	

You are directed to make the following changes in the Contract Documents

DESCRIPTION:	Remove Bid Item 1 – Pre-Lower Existing Valve	Price Decrease of $875.00
	Remove Bid Item 2 – Pre-Lower Existing Manhole	Price Decrease of $800.00
	Remove Bid Item 3 – Raise and Collar Existing Valve	Price Decrease of $15,750.00
	Remove Bid Item 4 – Raise and Collar Existing Manhole	Price Decrease of $20,000.00
	Remove Bid Item 5 – Install 2-Inch Asphalt Overlay	Price Decrease of $439,992.00
	Remove Bid Item 6 – Install Asphalt Leveling Course	Price Decrease of $365,304.00
	Remove Bid Item 7 – 1' Shoulder Widening with Edge Taper	Price Decrease of $94,255.00
	Remove Bid Item 10 – Driveway Tie-in at Shoulder Widenings	Price Decrease of $34,250.00
	Remove Bid Item 14 – Special Pavement Markings: City Hall Parking Area Pavement Markings	Price Decrease of $2,000.00
	Increase the quantity of Bid Item 8 – Install Asphalt Surface Treatment, Type II Slurry Seal or Equivalent	Price Increase of $71,230.68
	Removing North Plain City Road from the planned maintenance	Quantity Reduction 2,172 Sq. yd
	Removing planned maintenance on 4425 W, north of the 1801 N 4425 W	Quantity Reduction 3,218 Sq. yd
	Extending the road maintenance from 1975 N east to the existing crosswalk	Quantity Increase 7,561 Sq. yd
	Removing Lee Olsen Park (City Hall Parking Area) from the planned maintenance	Quantity Reduction 9,556 Sq. yd

PURPOSE: To Change the Contract Price as described herein.

Attachments Attached description for Change in Contract Price

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price:	Original Contract Time:
$1,208,159.66	60
	Days or date
Previous Change Orders _____ to _____	Net Change from Previous Change Orders:
N/A	0
	Days
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order
$1,208,159.66	60
	Days or date
Net Increase (Decrease) of this Change Order	Contract Time Prior to this Change Order
($913,295.05)	0
	Days
Contract Price with all Approved Change Orders	Contract Time with all Approved Change Orders:
$294,864.61	60
	Days or date

RECOMMENDED:	APPROVED:	APPROVED
BY _____	BY _____	BY _____
ENGINEER	OWNER	CONTRACTOR

EJCDC No. 1910-8-B (1983 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

CHANGE ORDER NO. 1
CHANGE IN CONTRACT PRICE ATTACHMENT

Remove Bid Item 1 – Pre-Lower Existing Valve

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the need to pre-lower existing valves.

Quantity: 0 Each
Unit Price: $ 25.00
Amount: $ (875.00)

Remove Bid Item 2 – Pre-Lower Existing Manhole

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the need to pre-lower the existing manholes.

Quantity: 0 Each
Unit Price: $ 25.00
Amount: $ (800.00)

Remove Bid Item 3 – Raise and Collar Existing Valve

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the need to raise and collar the existing valves.

Quantity: 0 Each
Unit Price: $ 425.00
Amount: $ (15,750.00)

Remove Bid Item 4 – Raise and Collar Existing Manhole

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the need to raise and collar the existing Manholes.

Quantity: 0 Each
Unit Price: $ 625.00
Amount: $ (20,000.00)

Remove Bid Item 5 – Install 2-Inch Asphalt Overlay

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the 2-inch asphalt overlay.

Quantity: 0 Tons
Unit Price: $ 84.00
Amount: $ (439,992.00)

Remove Bid Item 6 – Install Asphalt Leveling Course

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the leveling course.

Quantity: 0 Tons
Unit Price: $ 93.00
Amount: $ (365,304.00)

Remove Bid Item 7 – 1' Shoulder Widening with Edge Taper

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent removes the asphalt overlay and the shoulder widening and edge taper.

Quantity: 0 L.F.
Unit Price: $ 3.50
Amount: $ (94,255.00)

Remove Bid Item 10 – Driveway Tie-in at Shoulder Widenings

By removing Bid Item 7 – 1' Shoulder Widening with Edge Taper, there is no need to tie in driveways at the shoulder widenings.

Quantity: 0 Each
Unit Price: $ 250.00
Amount: $ (34,250.00)

Remove Bid Item 14 – Special Pavement Markings: City Hall Parking Area Pavement Markings

The Special Pavement Markings will not be needed because the City Hall Parking area is being removed from the project.

Quantity: 0 L.S.
Unit Price: $ 2000.00
Amount: $ (2000.00)

Increase the quantity of Bid Item 8 – Install Asphalt Surface Treatment, Type II Slurry Seal or Equivalent

Changing all the roads marked for leveling course and 2" overlay to Type II Slurry Seal or equivalent increases the yardage of Type II Slurry Seal.

Quantity: 46,556 S.Y.
Unit Price: $ 1.53
Amount: $ 71,230.68

Remove North Plain City Road

North Plain City Road was planned as a 2-inch overlay as part of the project. Then added to the yardage of Type II Slurry Seal, as part of this change order. Finally, the road area is removed from the project.

Quantity: 2,172 S.Y.
Unit Price: $ 1.53
Amount: $ (3,323.16)

Remove Maintenance on 4425 W north of the 1801 N 4425 W Lot

4425 W north of the 1801 N 4425 W Lot was planned as a 2-inch overlay as part of the project. Then added to the yardage of Type II Slurry Seal, as part of this change order. Finally, the road area is removed from the project.

Quantity: 3,218 S.Y.
Unit Price: $ 1.53
Amount: $ (4,923.54)

Extend Maintenance on 1975 N east to the existing crosswalk

1975 N was planned as a 2-inch overlay as part of the project. Then added to the yardage of Type II Slurry Seal, as part of this change order. Finally, the road area is extended east to the existing crosswalk.

Quantity: 7,561 S.Y.
Unit Price: $ 1.53
Amount: $ 11,567.65

Removed Maintenance from Lee Olsen Park (City Hall Parking Area)

The yardage of Type II Slurry Seal for the City Hall Parking is removed from the Project.

Quantity: 9,556 S.Y.
Unit Price: $ 1.53
Amount: $ (14,620.68)

PRICE CHANGE FROM ADDITIONS $82,798.33

PRICE CHANGE FROM DELETIONS.....$996,093.38

TOTAL CHANGE IN CONTRACT PRICE $913,295.05

BID FORM POST CONSTRUCTION **DATE:** 6/8/2022

2022 Street Maintenance Project

Plain City Corporation

Bid Opening Date: June 30, 2022 Time: 10:00 a.m. Place: Plain City Municipal Office. 4160 West 2200 North

To: Plain City Corporation,

The undersigned, having examined the proposed Contract Documents titled: **2022 Street Maintenance Project**, and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, equipment, and materials and perform all operations necessary to complete work as required by said proposed Contract Documents, for that portion of the work identified in this Bid Form and for the sums stipulated below:

	Description	Quantity	Units	Unit Price	Amount
1	Pre-Lower Existing Valve:	35	Each	25.00	875.00
2	Pre-Lower Existing Manhole	32	Each	25.00	800.00
3	Raise and Collar Existing Valve:	35	Each	450.00	15,750.00
4	Raise and Collar Existing Manhole:	32	Each	625.00	20,000.00
5	Install 2-Inch Asphalt Overlay:	5238	Tons	84.00	439,992.00
6	Install Asphalt Leveling Course	3928	Tons	93.00	365,304.00
7	1' Shoulder Widening with Edge Taper	26930	L.F	3.50	94,255.00
8	Install Asphalt Surface Treatment, Type II Slurry Seal or Equivalent:	140822	S.Y	1.53	215,457.66
9	Trench Repair 1 1/2" Mill & 1 1/2 Overlay 15' Min Each Side of Crossing	97	S.Y	72.00	6,984.00
10	Driveway Tie-in at Shoulder Widenings	137	Each	250.00	34,250.00
11	Striping Yellow:	154	Gal	48.00	7,392.00
12	Striping White:	77	Gal	48.00	3,696.00
13	Special Pavement Markings: 24" Wide Stopbar and 20 ft Double Solid Yellow Stripes	52	Each	27.00	1,404.00
14	Special Pavement Markings: City Hall Parking Area Pavement Markings	1	L.S	2,000.00	2,000.00
	TOTAL OF BID ITEMS				1,208,159.66

Bid Form – Plain City Corporation
2022 Street Maintenance Project

Bidder understands that the quantities indicated above for each item of work shall be considered approximate only. Payment will be based on actual work completed as measured in the field by the Owner's project representative. Owner reserves the right to make changes to estimated quantities to fit the available maintenance budget. Quantity changes from a 50 percent decrease to 100 percent increase may be made by the Owner without a change in unit contract price. Certain bid items may be eliminated by the owner if, during the course of work, it is deemed appropriate. Bidder is cautioned against creating unbalanced bid item pricing for the purpose of obtaining premature payments or anticipating changes to bid item quantities.

The Owner reserves the option to extend the award of this Contract for an additional year. The unit price bid amounts shall be negotiated preceding the grant of Notice of Proceed for the additional year.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement for Bid and the Instructions to Bidders, including without limitation those dealing with the deposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening. Bidder hereby recognizes receipt of Addenda No.'s 1 appurtenant to Bid Documents.

Bid Security in the form of Bid Bond, provided by Bidder is herewith submitted.

Contractor Name: POST CONSTRUCTION COMPANY

Business Address: 1762 W 1350 S Ogden, UT 84401

Phone Number: 801-732-0205 Fax Number: 801-732-0206

Email: Bid@POSTASPHALT.com

Signed: Jeff Post

Name of Signer: JEFF POST

Title of Signer: President

Contractor's License Number: 321927-5501

Mayor and Council,

With the purchase of the two new trucks this month adding to the Public Works fleet. 2004 F-550 dump bed with 58,000 miles and 1999 GMC topkick Bobtail dump, sander and plow with 52,000 miles.

I would like to recommend to retire the 1997 Ford F-350 XL 7.5L with 108,570 miles, from the fleet and put it up for sale in a closed bid process that will be open to the public, as is no refunds or warranties.

NADA price report 7/11/2022-

Average Retail - $4,875.00

High Retail - $7,625.00

1997 Ford F-350 XL /7.5L 4X4 1 ton dully with dump bed/tool boxes in bed, boss plow frame w/no plow, 108,570 miles, no AC, automatic trans, new tires, new starter, dual fuel tanks, runs good with no major issues.






Tesco
Tesco









97 F -350

dans@plaincityutah.org <dans@plaincityutah.org>
Wed 7/13/2022 7:36 AM
To: Dan Schuler <dans@plaincityutah.org>



NADAguides.com is becoming part of JDPower.com. Learn more.

108,570

J.D. POWER NADAguides Price Report 7/11/2022

1997 Ford F350 Styleside XL

1 Ton Pickup 4WD V8

Values

Original MSRP

Base Price	N/A
	N/A

Low Retail

Base Price	$3,125
Options	$175($200)
	$3,100

Average Retail

Base Price	$4,950
Options	$250($325)
	$4,875

High Retail

Base Price	$7,725
Options	$350($450)
	$7,625

Change Options

Original MSRP
Manufacturer Suggested Retail Price

Low Retail Value
This vehicle would be in mechanically functional condition, needing only minor reconditioning. The exterior paint, trim and interior would show normal wear, needing only minor reconditioning. May also be a deteriorated restoration or a very poor amateur restoration. Most usable 'as-is'. This column does **not** represent a 'parts car' or a non-running vehicle.
Note: Some of the vehicles in this publication could be considered 'Daily Drivers' and are not valued as a classic vehicle. When determining a value for a daily driver, it is recommended that the subscriber use the low retail value.

Average Retail Value
This vehicle would be in good condition overall. It could be an older restoration or a well-maintained original vehicle. Completely operable. The exterior paint, trim and mechanics are presentable and serviceable inside and out. A "20-footer".

High Retail Value
This vehicle would be in excellent condition overall. It could be a completely restored or an extremely well-maintained original vehicle showing very minimal wear. The exterior paint, trim and mechanics are not in need of reconditioning. The interior would be in excellent condition. Some vehicles may be considered "matching numbers" vehicles.

Note: This column does **not** represent a "100 Point" or "# 1" vehicle*.