

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JULY 21, 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 21, 2022 also accessible via ZOOM beginning at 7:00 p.m.

Present:	Mayor Jon Beesley, Rachael Beal, Buddy Sadler, Luigi Panunzio, Todd Skeen
Excused :	Councilmember Jed Jenkins
Staff:	Diane Hirschi, Dan Schuler,
Present:	Shawna Faulkner, Tyler Nielsen, Jan Checketts, Rob Seager, Lisa Cox, Ross Taylor, Cody Rhees
Also Present via Zoom:	Brandon Richards, Parker McGarvey
Call to Order:	Mayor Beesley
Pledge of Allegiance:	Councilmember Rachael Beal
Invocation/Moment of Silence:	Councilmember Sadler

Approval of Minutes from June 16, 2022

Councilmember Sadler moved to approve the minutes from July 7, 2022. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Comments: Public

There were no public comments.

Report from Planning Commission

Shawna Faulkner stated the Detached Accessory Dwelling Unit Ordinance was discussed and the commission felt that it was ready for approval. The commission also believes Freedom Estates and Stillcreek Village Phase #3E are ready for approval as well. She mentioned the Senior Housing Overlay that Jeff Hales brought in was sent on for approval, but she realized a public hearing would be needed first. Councilmember Sadler asked Shawna if a development agreement and drawings were included with the overlay. Shawna stated she didn't see anything on the ordinance that specified a development agreement. Councilmember Sadler stated it should be in there and asked that the commission look at the agreement and work on it and then present something to city council. Shawna stated she would review the ordinance again. She stated the commission also gave preliminary approval to the Pappy Estates and tabled Sage Creek due to missing information that was brought in too late for the commission to properly review. The commission is ready for a public hearing on the xeriscape ordinance which has been set for August 11th. Mayor Beesley thanked Shawna for her report.

Discussion/Motion: Final Approval – Freedom Estates - 5 lots – 4550 W 1500 N

Jan Checketts was invited to address the council. Mayor Beesley asked if Lot 1 would be restricted for a temporary turnaround and Jan confirmed it would be. Mayor Beesley stated he could not see any issues with the lots or development. He invited the council to ask any questions. There were none. **Councilmember Sadler moved to accept Freedom Estates as presented with the exception that Lot 1 be restricted until the road goes through. Councilmember Panunzio seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Final Approval – Stillcreek Village Phase #3E – 8 lots – 325 N 3450 W

Parker McGarvey joined by Zoom and was invited to speak with the council. Mayor Beesley asked if the lots in question were townhomes and Parker confirmed they were. Councilmember Sadler stated one of the concerns was the lack of amenities. He also mentioned hearing that the townhomes may be used as rentals and asked if this was correct. Parker stated they will be for sale individually, with each unit having a common sewer main or lateral that will be maintained by the HOA. Councilmember Sadler stated that each unit should be equipped with their own lateral since they will be privately owned in order to pay their fair share of the sewer bills along with impact fees. Parker stated in order to accommodate Councilmember Sadler's suggestion, the road would have to be ripped out and redone. Councilmember Sadler then redirected back to the amenities and asked where and what types of amenities were being planned. Parker stated none were planned within this phase as per the developer's agreement. He also mentioned it was not conducive to throw in amenities "just to take up lots" and said that would be poor planning. Councilmember Sadler requested that city be shown where amenities were planned to be and get started on building them. He stated the city wants amenities brought in now before the sewer line needs to be worked on. Mayor Beesley reminded Parker that some of the residents have been living in the subdivision for nearly 15 years while paying HOA fees for things that have been promised but not delivered. He stated one of the big amenities was a clubhouse or pool that has not been started and he voiced concern for the amount

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of fees being paid without reaping any benefits. Councilmember Sadler stated he was not willing to “kick it down the road” any longer. Mayor Beesley mentioned he would like to see a plan in place with approval of this phase. Councilmember Panunzio agreed with Mayor Beesley. Councilmember Sadler also agreed and wanted more discussion regarding the lateral usage of the units. Mayor Beesley asked Dan Schuler about the discussion on the laterals. Dan stated approval was given for a common lateral with the understanding that the townhomes would be rentals. He also stated each unit should be individually metered if they are now being sold as private residences. He used the issue of non-payment on a single unit as an example and asked how that could be handled if individual units cannot be turned off. There was discussion regarding the separation of the water and sewer meters for each unit. Mayor Beesley stated the HOA will be paying those bills, but if the HOA goes bankrupt then the city is responsible taking care of the townhomes. Councilmember Sadler stated he did not like that set up and wants to see the water and sewer set up separately. Mayor Beesley suggested the approval be tabled for further discussion and asked Parker if that would be helpful. Parker mentioned HOA fees would be going up and the amenities would not be cheap. Mayor Beesley asked who decides the fees for the HOA. Parker said Visionary Homes is not a member of the HOA, they do not set any of the fees. He stated the HOA board along with the votes of the residents determines what fees are set. He also mentioned that the residents vote on which amenities are added to the subdivision. Mayor Beesley stated his concern is the amount of fees being paid and protecting the residents of that subdivision. **Councilmember Skeen moved to table the approval of Stillcreek Village Phase #3E. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Conditional Use Permit Application for Senior Housing Overlay Zone – 2800 W 2600 N – Jeff Hales
Mayor Beesley stated this particular parcel is zoned for commercial and this overlay would take up some of that area. Councilmember Sadler stated a development agreement was needed, as was mentioned during Shawna Faulkner’s report. He also asked about the road on 2575 and wanted to know why it was set as a dead-end road. Shawna was shown the issue and Councilmember Sadler suggested the permit be returned to the commission for further review and follow up on a development agreement. Dan Schuler stated there is no reason for a dead-end road. There was some discussion regarding an easement for utilities and a retention pond that will be tied into 2600. Mayor Beesley stated there will be a meeting with the State regarding the easement. Councilmember Skeen spoke about the spacing regarding the dwellings and asked if there were any issues with the minimum set at 10 feet. The spacing was discussed and there were no concerns. Tyler Nielsen with Gardner Engineering addressed the council regarding the dead-end road and stated it would give parking access. Tyler stated it would also allow for snow storage. Mayor Beesley stated if the HOA goes under, the city would own the subdivision and the dead-end street needs to meet city standards. **Councilmember Sadler moved to send the Conditional Use Permit back to the Planning Commission for further review. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: ARPA Funds for Children’s Justice Center
Mayor Beesley praised the CJC and spoke of the necessity of their work. He feels that the city pays its fair share of taxes for centers such as this to be maintained, built etc. and believes the county should be offering the funding for the CJC. He asked the council for their opinions on the matter. Councilmember Skeen clarified that there was only one other city that was offering funding. Mayor Beesley confirmed that to be true and reminded the council that the CJC stated they would need every city’s support in order to make the new building possible. Mayor Beesley also reminded the council that the city gave over \$200,000 back to the county in ARPA funds. He mentioned the city was on the cusp of starting a huge sewer project and was in need of all the funds possible right now. Councilmember Sadler suggested bowing out since the CJC was not able to get other cities on board and said he would like to change his vote to deny funding. Councilmember Beal mentioned she struggled to pass it the first time, but believed it was worthwhile cause. She stated if it’s all or nothing, the city cannot give it all. Councilmember Panunzio declined to comment upon invitation. **Councilmember Sadler stated he would like to reverse his motion on Jan. 20, 2022 and deny the funds for the CJC. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye. Councilmember Panunzio voted nay. The motion carried.**

Discussion/Motion: Ordinance – Detached Accessory Dwelling Unit
Mayor Beesley mentioned the suggested changes were made. He stated there were two letters sent to the council regarding the disagreement of lot size allowed for the dwelling units. He asked for the council’s thoughts on the changes and the letters. Councilmember Sadler stated he was happy with the changes made. Mayor Beesley asked about consideration regarding living space in pole barns. Councilmember Sadler stated he was happy with what was already in place. Councilmember Skeen asked if notice would be required for neighbors before approval of a building permit.

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Councilmember Sadler stated it doesn't do any good unless the council is tasked with giving final approval on each application, which he doesn't want to do. Councilmember Beal said she hadn't had time to review the emails yet and Mayor Beesley discussed the issues with the council resolving to leave the ordinance as is. **Councilmember Sadler moved to accept Ordinance # 2022-10 as presented. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Approval Street Maintenance Project and Change Order

Dan Schuler informed the council there were three bids for the street maintenance. The costs of gone up dramatically and the lowest bid was over \$1 million, which was much more than was originally budgeted. Dan reviewed the initial maintenance plans and removed some of the items that weren't necessarily needed at this time in order to meet budget. By doing so, the bid was able to be reduced by quite a bit. He mentioned there are several roads that will need some heavy repair in the future, due to increased traffic from new subdivisions. Dan stated there are several streets that will receive surface treatments in order to help extend the life of the roads. He did mention that some of the costs would be paid for out of developer's escrow agreements to help ease the burden on the city. **Councilmember Skeen moved to approve the Street Maintenance Project and Change Order. Councilmember Panunzio seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Final Approval – Diamond E Subdivision Phase 1 – First Amendment

Tyler Nielsen with Gardner Engineering stated the written description on the plat was incorrect due to several different changes. The mapping part of the plat was correct. Mayor Beesley informed the council that the plat was being amended. He stated he noticed that Lot 113 was supposed to be restricted to building and it doesn't reflect that. He asked that it be noted on the plat. Julie with Nielsen Lands asked for clarification on Lot 113. Mayor Beesley explained that it cannot be built upon until the road goes through. Tyler stated it is noted properly on the plat and they will make sure it is noted with an "R" correctly on the mylar. **Councilmember Sadler moved to approve the Diamond E Subdivision Phase 1 with the addition of the "R" on Lot 113 to the mylar. Councilmember Panunzio seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Recreation Building

Mayor Beesley stated the bid that was previously approved for the new building was increased by the builder by 40%. Due to the large increase, he halted the start of construction. Mayor Beesley stated with such a large increase, the bid and approval of funds needs to be revisited and approved by the council before going forward. He said the builder told him the shell could be built at the original price, without the office or training room included. Mayor Beesley asked the council how they wanted to proceed. Councilmember Skeen inquired about building the shell and adding the office and training rooms the following budget year. Mayor Beesley stated that was a possibility and mentioned Councilmember Sadler wondered about having the office and training room at all. Mayor Beesley stated culinary water and electricity are already stubbed and ready to go. He asked the council if they would like to move forward or put it back out to bid. Councilmember Sadler suggested revisiting the need for it in a year, stating he believed there was still plenty of room in the buildings when he inspected them. Mayor Beesley pointed out the equipment is spread out through several buildings and there is a lot of chasing around being done trying to store recreation equipment. Mayor Beesley also informed the council that the building can be constructed within three weeks if approval is given. He also mentioned there are kits available to build one as well. Councilmember Sadler suggested looking at that option before making a decision. Mayor Beesley reminded the council that pricing is increasing and should be considered. **Councilmember Sadler moved to have Dan Schuler find some different options for the building. Councilmember Panunzio seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Sale of 1997 F350 Truck

Mayor Beesley stated the time has come for the truck to be sold. He said after speaking with Ross Taylor, he was told the Sanitary Board may have some interest in it. He stated even if the truck is traded to a public entity, it still must go through a public auction or sale. Mayor Beesley stated after speaking with Dan Schuler, they believe the truck can be donated to the cemetery. He stated the truck is worth roughly \$5000 and believes the cemetery would benefit from it much more than sending it out to bid or auction. Mayor Beesley asked Brandon Richards, the city attorney, if the truck could be donated or if it must go through a public sale. Brandon stated he would do further research on this and let the council know. The council discussed the minimum price to set for the truck if it cannot be donated. **Councilmember Beal moved to donate the truck to the cemetery, with legal's approval. If donation cannot be done, the minimum bid will be set at \$5,000**

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for auction. Councilmember Skeen seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Discussion/Motion: Purchase of Fire Squad Truck for Fire Department – \$25,000

Mayor Beesley stated the old squad truck seized up and is no longer working. He spoke with Lt. Horton and he mentioned they have a police truck with lights and sirens already set up on it. He was given a rough pricing of \$21,500.

Councilmember Sadler stated the truck the city bought the squad truck six years ago brand new for \$25,000. Mayor Beesley stated Ford is not doing any fleet vehicles at this time. Councilmember Panunzio stated there were no fleet vehicles being manufactured at all by any company. Councilmember Sadler mentioned the Weber County Sheriff's Office was selling the truck for the same price they bought it for. Mayor Beesley stated they are using Kelly Blue Book value.

Councilmember Sadler moved to approve the purchase of the Fire Squad Truck for \$25,000 from Weber County. Councilmember Skeen seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.

Motion: Approval of Business License

New

Weeks-end Plumbing	Austin Weeks	3898 W 2400 N	residential plumbing
WW Contracting LLC	Jared Wilson	2153 N 3700 W	general contractor

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

Motion: Approval of Warrant Register

See warrant register dated 07/01/2022 to 07/14/2022 and 07/14/2022 to 07/19/2022. **Councilmember Sadler moved to approve and pay the bills as presented. Councilmember Skeen seconded the motion. Councilmembers Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Beal asked how the blue can trash issue was going. Mayor Beesley stated the list of violators was much smaller. He stated they are monitoring cans without stickers and making sure they are being attached. She also asked about the amphitheater and the grant. Mayor Beesley stated he's been in contact with Glen Remy and he is working to get neighborhood support. Councilmember Skeen suggested considering a temporary stage. Mayor Beesley stated he was not opposed to that idea. Councilmember Sadler stated it would be worth looking into. Councilmember Beal mentioned the movies in the park being put on the Youth Council and the Recreation Department.

Mayor Beesley thanked the staff for their hard work in the office and those working out in the heat.

At 8:34 p.m. Councilmember Skeen moved to adjourn and was seconded by Councilmember Sadler. The vote was unanimous.

City Recorder

Mayor

Date approved _____

**DEVELOPMENT AGREEMENT
RIVER CROSSING, PLAIN CITY, UTAH**

THIS AGREEMENT is entered into effective _____, 20____, by and between **GOLDEN LAND MANAGEMENT INC**, or assigns ("**Developer**") and **PLAIN CITY**, a Utah municipal corporation ("**City**"). Developer and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

WHEREAS, Developer is desirous of developing the real property legally described on Exhibit A attached hereto; and

WHEREAS, City recognizes the value of such development to the City and has determined such development to be in the vital and best interest of City and the health, safety, morals, and welfare of its residents, and has determined the same to be in accordance with the public purposes and provision of the applicable federal, state and local laws and requirements;

NOW THEREFORE, in consideration of the agreements set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. City hereby approved Developer's Preliminary Plat for the development of the Property attached here to as **Exhibit B** (the "**Plat**"). City further agrees to use all lawful efforts to support and advance Developer's plan to develop the Property as shown on the Plat and as follow (the "**Project**")
 - a. Property to be annexed into and re-zoned to RE-15 zone;
 - b. Project to consist of approximately eighty two (84) single family lots as generally shown on the Plat. Lot sizes shall be: approximately fourteen (14) one-half (1/2) acre lots; approximately fourteen (14) lots between one-half (1/2) and one-third (1/3) acre in size; and approximately fifty-three (53) one-third (1/3) acre lots.
 - c. Approximately five and one-quarter (5.25) acres of open space/wetlands, including a trail system;
 - d. Fifteen feet (15') wide temporary emergency gravel access road; and
 - e. Lot 84 is a single-family residential lot and cannot be subdivided any further.
2. Before commencement of the construction or development of any buildings, structures or other improvements on the Property, Developer shall, at its own expense, secure, or cause to be secured, any and all permits required in order to construct the Project. City shall provide all reasonable assistance to Developer in securing those permits. Developer shall carry out all construction of the improvements of the Project in conformity with all applicable laws and all applicable federal and state labor standards.
3. Developer for itself and its successors and assigns, agrees that during the construction of improvements of the Project Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, ancestry or

national origin. Developer shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, ancestry, or national origin.

4. For the purpose of this Agreement, it is understood that the Parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the Parties hereunder, shall in any manner inure to the benefit of third parties.
5. Each Party agrees and covenants to hold the other Party harmless, and to indemnify and defend it and its officers and agents from and against any and all claims for loss, damage or injury, including death, sustained by any person and damage or injury to the property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the actions of the indemnitor, its principals, staff, agents, contractors or employees. The provisions of this section shall survive the termination of this Agreement for any reason with response to any matters arising prior to the termination of the Agreement.
6. This Agreement embodies the entire agreement between the City and the Developer regarding the subject matter hereof. No oral agreements or conversations shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement may be amended only by written agreement of the parties.
7. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against either party. Any deletion of language from this Agreement proper to execution by all parties hereto shall not be construed to have any particular meaning or to raise any presumption or implication, including without limitation, any implication that the parties intended thereby to state the converse or opposite of the deleted language.
8. In this Agreement, the singular includes the plural and the plural the singular; words imparting any gender include the other genders and the neuter; references to "Article," "Section," or "Exhibit," and like reference shall be to this Agreement unless otherwise specifically provided; the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision here; references to "writing" include printing, typing, and other means of reproducing words in a visible form; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; and references to person include their permitted successors and assigns. Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or."
9. Whenever under this Agreement provision is made for one party securing the consent or approval shall not be unreasonably withheld, delayed or conditioned. Each party also agrees to act reasonably in all respects hereunder.

10. Any headings or captions appearing in this Agreement are for convenience only and are not to be used to construe, interpret or define the provisions hereof. All notices, consents and communications required or provided for hereunder shall be in writing. Facsimile transmission hereof shall be the same as delivery of an original signed copy. At the request of any party, however, the parties will confirm facsimile-transmitted signatures by signing and delivering an original thereof.
11. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.
12. This Agreement may be executed in counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies hereof may be attached to one copy to form one complete document. Each executed counterpart hereof shall be deemed an original hereof for all purposes.
13. No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.
14. This Agreement shall be governed by and construed in accordance with the law of the State of Utah. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service, nationally recognized overnight delivery service or by deposit with the United States Postal Service, certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon delivery or refusal thereof. Notice to the Parties shall be addressed as follows (or to such other address as may be designated in accordance with the provisions hereof):

Developer:

Golden Land Management Inc.

City:

16. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.
17. All Exhibits attached hereto are incorporated herein by reference.
18. The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY:

PLAIN CITY, a municipal corporation

By: _____

Its: _____

Attest: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

GOLDEN LAND MANEGEMENT INC.

By: _____

Its: _____

Attest: _____

Its: _____

**River Crossing Subdivision
Addendum to Consent Agreement
Outline**

- Plain City to Rezone Property to RE-15 Designation
- Project to consist of approximately 54.87 acres with eighty-four (84) single family lots
- Lot mix to consist of 1/3 to 1/2+ acre lots
- Lot mix percentages to be approximately
 - 1/3 acre lots (at least 14,520 sf) - 37 Lots - 44%
 - 1/3 to 1/2 acre lots (at least 15,000 sf) - 40 Lots - 48%
 - 1/2+ acre lots (at least 20,000 sf) - 7 Lots - 8%
 - Lot 26 contains 1.61 acres & Lot 84 contains 6.567 acres
- Total density is 1.53 units per acre.
- Open Space/Wetlands to consist of approximately 5.26 acres – 9.5%
- Trail System to be part of Open Space/Wetlands
- Temporary Emergency Gravel Access Road to be included on plat (15')
- Plain City will consider PRUD option in the RE-25 Zone that incorporates a Master Plan containing properties extending west of 4700 West to the property under consideration

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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

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

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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.

NOTICE OF DECISION

Plain City, Weber County, Utah

On July 28 22, 20, the Plain City Planning Commission recommends
☒ Approval, ☐ *Approval with condition(s), ☐ Disapproval, ☐ Tabled
of an application for River Crossing Phase 3 approximately 4925 W 1200 N 36 lots,
received from (Applicant): Golden Land Management Inc.

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 Jenkins motioned to recommend to City Council final approval of River Crossing Phase 3 approximately 4925 W 1200
N 36 lots Commissioner Ortega seconded the motion. Vote: Commissioners Ortega, Jenkins and Neil.
voted aye. Motion carried.

APPLICATION FOR A PLAIN CITY SUBDIVISION

Subdivision Name River Crossing Phase 3 Zone RE-15 Date Submitted 3/17/2022

Address of Subdivision 4925 W 1200 N Plain City, UT No. of Units or Lots 36

List all Parcel Numbers included in development: 15-017-0054

Owner Name Golden Land Management Inc Full Address 5238 W 2150 N, Plain City, UT 84404

Phone # 801-731-7252 Cell # _____ Fax # 801-731-1008

Subdivider's Name Jeff Hales Full Address 5355 W 2150 N, Plain City, UT 84404

Phone # 801-540-9947 Cell # _____ Fax # _____

Name of Intended Escrow Holder Mt. View Title & Escrow Address 1475 E 5730 S, South Ogden

Contact Name Michael Hendry Phone # 801-479-1191 Fax # 801-479-2777

Surveyor's Name Gardner Engineering Address 968 Chambers St, Ogden Phone # 801-476-0202

Engineer's Name Gardner Engineering Address 968 Chambers St, Ogden Phone # 801-476-0202

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

Secondary Water Available? Yes Contact Mt. View Irrigation (Kami Marriott) Phone # 801-731-7252

Secondary Water System in Place? No Type Pressurized Secondary Phone # 801-731-7252

Culinary Water Available? Yes Type Pressure System (Bona Vista) Phone # 801-621-0474

Sewer Connection Available? Yes Contact Plain City Type Piped Sewer System

Is Property in a Flood Hazard Area? No Flood Zone Fema Plat Lowest Elevation 4222

Access Road above 4215' Elevation? 4227 Source Topo on Sub Engineering

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

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

The first phase in River Crossing Subdivision was subdivided in 2016. The second phase was recorded in April 2020.

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

Date

3/17/22

Signature

Jeffrey W. Hales

Office Use Only

Subdivision Filing Fee: 1,800⁰⁰ + 200⁰⁰

Subdivision Engineering Fee: 3,780⁰⁰

Number of Copies: _____

PC Preliminary Approval Date: _____

PC Final Approval Date: _____

CC Final Approval Date: _____

Plain City Subdivision Packet
October 2017

paid 3-18-22

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

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

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____, 20_____.

(Notary)
Residing in Weber County, Utah

My commission expires: _____

AGENT AUTHORIZATION

I (we), RANDY MARRIOTT, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) JEFFREY W. HALE to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Jeffrey W. Hale
(Agent)

(Property Owner)

Randy Marriott
(Property Owner)

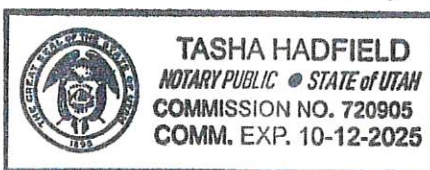
Dated this 17th day of March, 20 22, personally appeared before me

Tasha Hadfield, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

Tasha Hadfield
(Notary)

Residing in Weber County, Utah

My commission expires: 10-12-2025





Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: April 21, 2022

Subject: River Crossing Phase 3, Plat Review

We have reviewed the proposed plat for the River Crossing Phase 3 Subdivision. Since this development has previously received preliminary approval for the overall development, we are assuming this is a final review for Phase 3. Following our review, we have the following comments:

1. The previously approved preliminary plan in our office does not show Lot 84 or the associated private drive that is indicated on the submitted plat.
2. Lot 84 is a non-conforming parcel since it does not have frontage on a dedicated street. It also appears to be a flag lot.
3. If the private drive to Lot 84 is allowed, a temporary turn-around will be required at the south end of the stub street (4925 West Street).
4. Proposed addresses for each lot should be placed on the plat.
5. The Developer should submit the following to our office for review.
 - a. Detailed construction drawings for this phase.
 - b. A geotechnical study (or previously completed geotechnical study).
 - c. Storm drain detention/retention calculations.
 - d. A report showing how the City's low impact development (LID) requirements are being complied with.
6. The original preliminary plat does not show a secondary access, however the planning commission should discuss a secondary access for safety reasons.
7. The developer should provide "will serve" letters from all applicable utilities.

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



July 19, 2022

To: Brad Jensen,
P.E. – City Engineer

RE: River Crossing – Phase 3

We have addressed your comments dated July 14, 2022, as follows.

1. The plans show a 20-foot transition from 60-foot wide right of way to a 50-foot wide right of way on each of the north-south streets. This transition should be made over 100-feet.
The final plat and construction drawings have been revised to show a 125-foot transition from 60-foot right of way to 50-foot right of way.
2. The storm drains piping at three of the intersections should be revised in accordance with the redlined check prints.
The storm drain has been revised in the plan and profiles as per the redlined drawings.
3. Street signs/stop signs and streetlights should be shown as indicated on the redlined check prints.
The street signs/stop signs and streetlights have been added to the construction drawings as requested.
4. Stop bars and 60 lineal feet of double yellow centerline striping should be shown at each stop sign.
Stop bars and double yellow striping has been added to intersections with stop signs on sheet C2.
5. The typical detail of the 60' R.O.W. cross section shown on sheet DT1 should be replaced with a 50' R.O.W. cross section detail.
The 60' R.O.W. cross section detail has been replaced with a 50' R.O.W. cross section detail.
6. The following items should be submitted to our office:
 - a. Storm drain detention/retention calculations showing the existing detention pond has sufficient capacity for this phase of the development.
Drainage calcs for all phases were completed and submitted with phase 1. We will try to provide the data as soon as possible.
 - b. A report showing how the City's low impact development (LID) requirements are being complied with.
Due to the high ground water in this area based on the Geotech report an exception request letter will be included with this submittal.
7. A drive approach should be shown on the access to lot 84.
A drive approach has been added to the construction drawings for access to lot 84.
8. An electronic copy of an AutoCAD drawing containing the property lines must be submitted to our office in order to update the Plain City Base Map.
An AutoCAD drawing with property lines will be included with this submittal.

ROUND
COURT CORNER
SEC. 1, 10N, 10W, 10E, 10S

1300 NORTH STREET

1275 NORTH STREET

4975 WEST STREET

4950 WEST STREET

4925 WEST STREET

1200 NORTH STREET

1185 NORTH STREET

ROUND
COURT CORNER
SEC. 1, 10N, 10W, 10E, 10S

PLAIN CITY ATTORNEY

PLAIN CITY ENGINEER

PLAIN CITY APPROVAL AND
ACCEPTANCE

PLAIN CITY PLANNING
COMMISSION

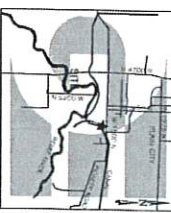
PLANNING DIVISION

PLANNING DIVISION

PLANNING DIVISION

PLANNING DIVISION

VICINITY MAP
WEST TO SCALE



LINE	STATION	ANGLE	BEARING	LENGTH	CURVE DATA
1	0+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
2	1+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
3	2+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
4	3+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
5	4+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
6	5+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
7	6+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
8	7+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
9	8+00	90°00'00"	N 0°00'00" E	100.00	R=100.00
10	9+00	90°00'00"	N 0°00'00" E	100.00	R=100.00

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Surveyor in the State of Utah. I further certify that the survey was made in accordance with the laws of the State of Utah and that the plat is a true and correct representation of the survey made.



LEGEND

- 1. 3" = 100'
- 2. 1" = 100'
- 3. 1/2" = 100'
- 4. 1/4" = 100'
- 5. 1/8" = 100'
- 6. 1/16" = 100'
- 7. 1/32" = 100'
- 8. 1/64" = 100'
- 9. 1/128" = 100'
- 10. 1/256" = 100'
- 11. 1/512" = 100'
- 12. 1/1024" = 100'
- 13. 1/2048" = 100'
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- 208. 1/1028440348397197337060926675376766508320625486643411730944" = 100'
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- 216. 1/2632807291896825182875972288964522261300801

NOTICE OF DECISION

Plain City, Weber County, Utah

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

7-21-22- table - mtg w/ Jon, Buddy, Parker abt amenities



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 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 IRRIGATION Phone # (801) 791-3611

Culinary Water Available? YES Type PRESSURIZED, 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 DEVELOPMENT.

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 COMMISSION, AND THE FIRST FOUR SUB PHASES HAVE PREVIOUSLY RECEIVED FINAL PLAT APPROVAL AND ARE IN VARIOUS STAGES OF CONSTRUCTION. UTILITIES 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.

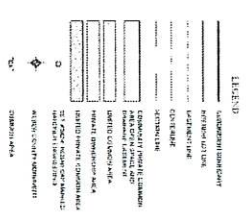
5.18.2022 Parker McGarvey
Date Signature

Office Use Only

Subdivision Filing Fee: \$1600.00
Subdivision Engineering Fee: \$840.00
Number of Copies:

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

PLAIN CITY, WEBER COUNTY, UTAH
MAY 2022

[illegible]

BOUNDARY DESCRIPTION After the survey has been completed, the Surveyor shall prepare a Boundary Description and a Plat of the same, and shall file the same with the County Clerk, who shall cause the same to be recorded in the proper books. The Surveyor shall also cause the same to be published in a newspaper of general circulation, and shall also cause the same to be published in a newspaper of general circulation, and shall also cause the same to be published in a newspaper of general circulation.		SURVEY VARIATE The Surveyor shall prepare a Survey Variate, and shall file the same with the County Clerk, who shall cause the same to be recorded in the proper books. The Surveyor shall also cause the same to be published in a newspaper of general circulation, and shall also cause the same to be published in a newspaper of general circulation.		SURVEYOR'S CERTIFICATE I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original survey, and that the same has been duly recorded in the proper books, and that the same has been duly published in a newspaper of general circulation.		SURVEYOR'S CERTIFICATE I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original survey, and that the same has been duly recorded in the proper books, and that the same has been duly published in a newspaper of general circulation.	
DATE OF SURVEY _____		DATE OF SURVEY _____		DATE OF SURVEY _____		DATE OF SURVEY _____	
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Carport or Metal Building Quote

Quote done by Bobby Riding - Basin Metal Buildings (435) 722-1910 ubhi@ubtanet.com

Tax Rate 7.25%

Dan Schuler - Plain City dans@plainscityutah.org

[illegible]

Subtotal	\$24,189.75
Total:	\$25,948.51
10% Deposit	\$2,418.98
Balance after Down	\$23,529.53

ANCHORS	Width:	Length:
	30	40
Total Perimeter:		140
Ground:	20	\$910.00
Cement:	30	\$621.00
Asphalt:	28	\$1,449.00

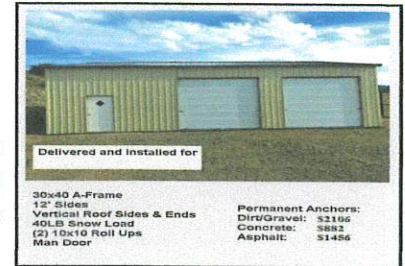
2418.98

Depending on the surface installed on, permanent anchors are:

Dirt/Gravel: \$

Concrete: \$

Asphalt: \$



ANCHORS	Width:	Length:
Total length		0
Ground:	2	\$162.00
Cement:	2	\$42.00
Asphalt:	0	\$0.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:		TAX RATE	7.25%
Currently right around 8-12 weeks out on install.	SALES TAX		\$1,753.76
Delivery and installation is included.	Processing		\$5.00
If needed, engineering plans are available for purchase directly from the manufacturer after placing an order.	TOTAL		\$25,948.51
Included permanent anchors are rated for up to 105mph winds	Down Payment		\$2,418.98

Carport or Metal Building Quote

Quote done by Bobby Riding - Basin Metal Buildings (435) 722-1910 ubhi@ubtanet.com

Tax Rate 7.25%

[illegible]

Subtotal	\$19,329.75
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Total: **\$20,736.16**

10% Deposit	\$1,932.98
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Balance after
Down **\$18,803.18**

ANCHORS	Width:	Length:
Total Perimeter:		0
Ground:	2	\$91.00
Cement:	2	\$41.40
Asphalt:	0	\$0.00

1932.98

Depending on the surface installed on, permanent anchors are:

Dirt/Gravel: \$

Concrete: \$

Asphalt: \$



20x35 A-Frame
9" Sides
Vertical Roof
40 LB Snow Load
(3) 10x8 Roll Up Doors
(2) Windows
(1) Man Door
Wainscoting Panels

Permanent Anchors:	
Dirt/Gravel	\$880
Concrete	\$476
Asphalt	\$1,144

ANCHORS	Width:	Length:
Total length		0
Ground:	2	\$162.00
Cement:	2	\$42.00
Asphalt:	0	\$0.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: TAX RATE 7.25%

Currently right around 8-12 weeks out on install.

Delivery and installation is included.

	Processing	\$5.00
If needed, engineering plans are available for purchase		

directly from the manufacture after placing an order.	TOTAL	\$20,736.16
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Included permanent anchors are rated for up to 105mph winds	Down Payment	\$1,932.99
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Carport or Metal Building Quote

Quote done by Bobby Riding - Basin Metal Buildings (435) 722-1910 ubhi@ubtanet.com

Tax Rate 7.25%

[illegible]

Subtotal	\$17,858.00
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Total: **\$19,157.71**

10% Deposit	\$1,785.00
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Balance after Down	\$17,371.91
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ANCHORS	Width:	Length:
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	24	35
Total Perimeter		118
Ground:	26	\$975.00
Cement:	32	\$720.00
Asphalt:	24	\$1,242.00

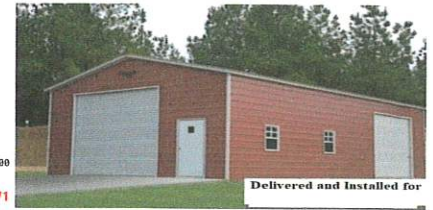
1785.8

Depending on the surface installed on, permanent anchors are:

Dirt/Gravel: \$

Concrete: \$

Asphalt: \$



Delivered and Installed for

24x40 Aframe Garage
11' wall Height
Vertical Roof
(1) Man Door
(2) 10x10 Roll up Doors
(4) Windows
40LB Ground Snow Load Certified

Permanent Anchors for:	
Concrete	\$532
Asphalt	\$1248
Dirt/Gravel	\$880

Total length		0
Ground:	2	\$162.00
Cement:	2	\$42.00
Asphalt:	0	\$0.00

SUBTOTAL	\$17,858.00
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THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: TAX RATE 7.25%

Currently right around 4-8 weeks out on install.

Delivery and installation is included.

If needed, engineering plans are available for purchase directly from the manufacture after placing an order.

Included permanent anchors are rated for up to 105mph winds

SALES TAX	\$1,294.71
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Processing	\$15.00
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Processing	\$15.00
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TOTAL	\$19,167.71
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Down Payment	\$1,785.80
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July 22nd, 2022

To: Plain City Corporation

From: Cody Rhees, Cody Rhees Construction, Inc.

RE: Detached Accessory Dwelling Units Ordinance

Plain City Corporation;

OFFICIAL CHALLENGE NOTICE: As per Utah State Statute 10-9a-205 (2)(ii) Plain City MUST mail a letter to each owner whose land is directly affected by a land use ordinance adoption or modification. This has not happened, nor would it be easy to accommodate this without notifying the entire city by US mail, that you are considering adopting into code a Detached Accessory Dwelling ordinance.

I am writing this letter to you today in objection to holding the public hearing for the newly proposed detached accessory dwelling unit ordinance, without proper legal notice, and any changes or additions to ordinances regarding such, without state required notice.

I object the decisions, discussion, and motions during the City Council Meeting held on 7/21/22.

I understand that this may be only required for Detached Dwellings moving forward, and you may consider this as an ally to accommodate your un-lawful way to create this ordinance; however, because it encompasses many landowners within your city, and affects their property rights, it was illegal.

Accessory Dwelling Unit regulations have been created by state statute to help with the major shortage of housing that we are experiencing primarily along the Wasatch Front. It is my opinion that with Plain City trying to create new, and in my opinion un-realistic regulations on Detached Accessory Units, it creates a truly un-acceptable outcome for the city. The extreme setbacks, the extreme parking regulations, and the extreme lot sizes all combine for these to very seldom be used.

I have been un-able to voice my opinion on these, as the required notice has not been given. I do not feel that I am alone in this, should you have given legal notice to every owner affected by this new ordinance, which is any landowner with a lot that meets or exceeds any requirement to allow a detached accessory dwelling.

It is an overreach of Plain City to even consider these unrealistic changes. I am herein challenging the validity of the public hearing, the validity of the discussions by city council, and the motions made therein regarding detached accessory dwellings, as it has not been properly notified as per state law and should not move forward further without proper notice to all residents that are affected by this ordinance.

Plain City audit bodies. I do agree we need this ordinance. As outlined on page 5 item 6 of your general plan, you have agreed to strive to meet the housing needs of current and future residents. I do not agree that you have created any realistic possibilities of this within this new ordinance, nor does the ordinance need to be this restrictive. This would leave many families, extended families, employees, missionaries, and other low income producing families homeless, should they try to comply. This new ordinance is actually equally as restrictive as a full Duplex, as verbally outlined by Buddy Saddler in your City Council Meeting 7/21/22. Why would anyone use this ordinance? Why in your opinions, and how in your opinions, does this create anything for any resident that we currently don't already have?

The proposed and illegal adopted ordinance, not only creates confusion and distaste by any comments or letters you have received, but it will also not help you with your sole purpose of creating it, which I believe is to count these towards affordable housing.

I believe if you had properly notified the dozens of landowners who own these currently, you would see an outcry of public distaste toward the ordinance. Plain City would not be the same without detached accessory dwelling units, and there is no reason to eliminate the possibilities of the housing that these currently have, and can create. We need affordable housing so badly, you are doing a dis-service to the residents of Plain City and their families to take so much away from them as habitable options are so limited within this city. This newly proposed ordinance will be side stepped around without any challenges at all, as you have not considered any possibility of these in up to 95% of your city boundaries.

Thank You,

Cody Rhees,



President, Cody Rhees Construction, Inc. Heritage Craft Homes

Manager, Bear River Investments LLC

2nd Vice Pres, Northern Wasatch Home Builders Association

Effective 5/4/2022

10-9a-205. Notice of public hearings and public meetings on adoption or modification of land use regulation.

- (1) Each municipality shall give:
 - (a) notice of the date, time, and place of the first public hearing to consider the adoption or any modification of a land use regulation; and
 - (b) notice of each public meeting on the subject.
- (2) Each notice of a public hearing under Subsection (1)(a) shall be:
 - (a) mailed to each affected entity at least 10 calendar days before the public hearing;
 - (b) posted:
 - (i) in at least three public locations within the municipality; or
 - (ii) on the municipality's official website; and
 - (c) (i) posted on the Utah Public Notice Website created in Section 63A-16-601, at least 10 calendar days before the public hearing; or
 - (ii) mailed at least 10 days before the public hearing to:
 - (A) each property owner whose land is directly affected by the land use ordinance change; and
 - (B) each adjacent property owner within the parameters specified by municipal ordinance.