

PLAIN CITY COUNCIL  
MINUTES OF REGULAR MEETING  
JANUARY 18, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, January 18, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Luigi Panunzio, Jed Jenkins and Jan Wilson  
Excused: Councilmember Rachael Beal  
Staff: Diane Hirschi, Brandon Richards, Dan Schuler  
Present: Frank Weston, Kerry Gibson, Jason Anderson, Jen Anderson, Bridger Musgrave, Steve Anderson, Madison Aviles, Dan and McChel Musgrave, Sean Jones, Rob Ortega  
Zoom: Jim Beesley

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

The Mayor excused Councilmember Beal as she had a sick child.

Approval of Minutes from January 4, 2024

Councilmember Wilson noted that Councilmember Favero's name was left out in the warrant register discussion.

**Councilmember Wilson moved to approve the minutes from January 4, 2024 as corrected. Councilmember Jenkins seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Wilson voted aye. The motion carried.**

Comments: Public

There was none.

Report from Planning Commission

Rob Ortega reported that they set a public hearing for the subdivision ordinance amendment for February 8. They recommended final approval of the Grove Subdivision which is 5 lots on North Plain City Road. They gave final approval of the Beutler two lot subdivision and they approved the sign for Plain City Dental.

Presentation: Madison Aviles

The Mayor introduced Madison Aviles. It was explained that in the 2023 General Legislative Session, the Utah League of Cities and Towns (ULCT) lobbied the State Legislature on behalf of the 145 cities and towns in Utah who do not have full-time administrative staff. It was supported and funds were allocated to create the LAA position. The position is housed regionally by the Area of Councils. Madison works for Wasatch Front Regional Council (WFRC) and will work as the LAA for 15 eligible communities in our area. She introduced herself and mentioned she was a city manager for the City of Carlin, Nevada prior to working for WFRC. Sample projects could include advising on HR issues, agendas, resolutions, policies and procedures. She would be able to facilitate discussions in creating goals and objectives for the community, create templates for meetings, staff reports, enacting ordinance/resolutions, personnel reviews. She can examine internal programs and procedures, establish and monitor budgets for state compliance. She asked if there were any projects that she could help with. Councilmember Wilson noted that she is new and is still trying to figure things out and the projects we need. She is hoping to sit down and discuss our priorities. Councilmember Wilson thinks this is a great thing. It was noted that this service is of no cost to the city and there is no contract.

Discussion/Motion: Plain City Fiiz Drinks Site Plan and Building Discrepancy Questions

Bridger Musgrave and Jason Anderson introduced themselves as the owners of the building. It was reported that Frank Weston is the new owner of the Fiiz franchise. Bridger and Jason reported that they are here trying to figure out what the concern is. They were given site plan approval and later given approval for the construction. The city's main concern is that the plans for the site plan do not correlate with the building plans. Bridger indicated that site plans are not the construction plans. It was noted that there are several site plan drawings that have been referred to. Jason explained that they had to do away with the mezzanine per their insurance company. They have covered the AC unit and backlit the sign. They have planted shrubbery to help with the headlights. They both

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reported that they went to Fremont and they want to give back to the community. It was noted that the only issue is that the Planning Commission thought it was going to look different. Councilmember Jenkins noted that he fought for it last time it was discussed. Adam (previous owner of Fiiz) made improvements. Councilmember Panunzio suggested reviewing it in a year. The owners don't want to have to come back to the city council every year, however they understand the license has to be renewed every year. **Councilmember Jenkins moved to approve the building as it currently is. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Wilson voted aye. The motion carried.**

Discussion/Motion: Lincoln Hill/Legislative Solutions Contract

Kerry Gibson reported that we contracted with him two years ago and the contract is ready to be renewed for 2024. He noted that the first year, he partnered with Lincoln Hill and the second year he started his own company called Legislative Solutions. He reported that he has over 20 years of experience as an elected official. Kerry explained what a lobbyist does. In essence, a lobbyist watches with the legislature to see what monies are going to be available. They also look at what the city needs and lobby with the legislature to find a plan to help get some funding. Kerry noted that this is different than filling out and applying for a grant. He noted that it is more political. For instance, in one case there was only \$50 million available but yet there were \$450 million being requested from different agencies. The lobbyist's job would be to tell the city's story in order to help get the funding. The Mayor noted that we applied for one grant before we had Kerry on contract. We were denied. The first year we were contracted, we received \$850,000 just because we had representation. Most of the bigger cities are lobbying and that is why they are getting the money. It was noted that the current contract was up on December 31. Kerry noted that the legislature is in session currently. He noted that he works throughout the year, not just while they are in session, to work on strategies. He noted that there are over 1000 moving parts to his position. Again, he reported that his role is to develop strategies and plans for operations and follow the bills until the funding is available. He acts as a legislative policy director and can save local tax payers a lot of money. Councilmember Wilson asked how many cities he works with. Kerry noted two cities, a few special districts and three or four counties. Councilmember Wilson asked what other city. He reported Ogden City. Councilmember Wilson asked about the \$850,000 grant and where we are with it. The Mayor noted that we got the final plans approved from the state about 3-4 months ago. It is for our sewer headworks project. It is being matched with ARPA funds as the project is estimated \$1.9 million. Kerry reported that he knew the funds were going to be available and told Dan to have the application ready. Kerry noted that part of his process is to personalize the project by telling the city's story. Councilmember Wilson asked how many grants we have currently. The Mayor noted that we have roughly \$14 million between North Plain City Rd, 2200 N and 3600 W and others. Councilmember Wilson asked if they all require matching funds? It was noted that they do. It was noted that RAMP grants are the only grants that pay out in the same year. Councilmember Wilson reported that when she worked for the County, they were required to get three bids if it was over \$1,000. Councilmember Favero mentioned that was his concern as well. Kerry reported that lobbying is considered professional services so the bidding process is not needed. He is sure that you don't need one to renew a contract. Brandon will look into the purchasing policy. Councilmember Favero asked for clarification on ARPA funds and noted that those funds were given to the city and every other city. It was noted that is correct and we are using the ARPA funds as our match as well as impact fees. There was a lengthy discussion about the history of the headworks projects and the Department of Quality regulations. Councilmember Wilson asked about the League of Cities and said they are supposed to lobby for cities. The Mayor noted that we pay them around \$4000 a year and that we don't matter a whole lot to them. Kerry noted the importance of being with the League and what their role is. Councilmember Favero understands the need for representation but asked what projects we have that are shovel ready? It was noted that there are several projects that we are working towards getting shovel ready. Councilmember Favero asked about the verbiage for cancelling a contract. It was noted that the council has the 2023 contract in front of them because the 2024 contract hasn't been sent out yet. Brandon Richards would like the verbiage in the contract so it can be cancelled with 30 days written notice. It was discussed that the city has contracts for grants without someone helping. Kerry noted that through legislation appropriation, he is working on creating funding opportunities all year, not just during the legislative session. Kerry noted that there was a mix up on the billing and although his firm did the work, the city paid Lincoln Hill. This has been rectified for this coming year. Councilmember Jenkins noted that at first he was skeptical as it is a good chunk of our budget. Then Kerry got money for us and that changed his mind and he was alright to renew the contract last year. Councilmember Jenkins noted that in all fairness, Councilmember Beal is not here tonight and feels it would be

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great for her input. Brandon Richards noted that he can look at the purchasing policy, specifically the professional services and if renewals are spelled out. **Councilmember Jenkins moved to renew the contract with Legislative Solutions with the stipulation that the contract can be terminated with a 30 day written notice. Councilmember Panunzio seconded the motion. Councilmembers Panunzio and Jenkins voted aye. Councilmembers Favero and Wilson voted nay. Mayor Beesley broke the tie and voted aye. The motion carried.**

Discussion/Motion: Final Approval of The Grove at JDC Ranch Subdivision – 5 Lots at approx. 2865 W North Plain City Rd Steve Anderson, Nilson Homes, reported that this will connect the future subdivision at JDC Ranch.  
**Councilmember Wilson moved to approve the Grove at JDC Ranch Subdivision – 5 lots at approximately 2865 W North Plain City Rd. Councilmember Jenkins seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Wilson voted aye. The motion carried.**

Discussion/Motion: Council Assignments

The Mayor handed out a paper showing the assignments. The Mayor will take Administration, Judicial, Sheriff, Bona Vista, Fire Department, Public Works and Recreation. Councilmember Jenkins will be assigned the Assistant Mayor, Mosquito Abatement and Facilities. Councilmember Beal is assigned CTC Fremont 5 Coalition, Parks and Social Media. Councilmember Panunzio is assigned Emergency Management, Plain City Irrigation, Weber Human Services. Councilmember Wilson is assigned to the Landfill, Grants and Weber Human Services. Councilmember Favero is assigned to Wasatch Front Regional Council and Celebrations. **Councilmember Wilson moved to approve the assignments as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Wilson voted aye. The motion carried.**

Motion: Approval of Business License

New – Home Occupation

Cole Truscott Industrial	Cole Truscott 3406 W 2350 N	home office
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New - Commercial

FnA Beverage Co. LLC (new name)	Frank Weston 3536 W 2600 N (new owner)	Plain City Fiiz
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Renewals

C & B Auto Repair	Curt M Knight 2166 N 4500 W	automotive repairs
Cook’s Auto Sales, Antique Sale	George Cook 1985 N 4650 W	auto & antique sales/storage
JDR Home Inspections LLC	Dee & Sue Rose 1802 N 4475 W	construction loan inspections
Hilary’s Home Daycare	Hilary Perez 3639 W 2600 N	daycare
Maverick Inc.	Maverik Inc 4098 W 1975 N	c-store class A beer license
Real Estate Connection	Mary Ruth Hansen 3438 W Larkspur Ln	real estate sales
Anarie Piano Studio	Anarie White 2754 N 3475 W	piano instruction
RZR Utah	Cory King 3461 W Bridlewood Ct	online sales- RZR promo items
K & K Rain Gutters	Nicholas S Cota 2530 N 4175 W	remove & replace rain gutters
Wilson Quality Cleaning Inc.	Tami Wilson 2153 N 3700 W	cleaning business
Wasatch Heavy Haul LLC	Dillon Fowler 3155 N 3450 W	office for dump truck
Annadors Pet Salon LLC	Trisha Sonato 2414 N 4350 W Unit D	dog grooming salon
2 Tracks Contracting LLC	Loren D Patterson 1535 N 4325 W	office for contractor
Mac Renovations	Shane McFarland 2941 N 3550 W	general contractor
North Star Buildings Inc	Alan Walker 4496 W 1650 N	contractor
Joshua A Reeves	Joshua A Reeves 2428 N 5100 W	buy & sell, cleaning, odd jobs
C & B Striping LLC	Christian Torres 1957 N 5100 W	asphalt maintenance
The Old Town Shear Shop	Fred Martinez 2414 N 4350 W Unit D	barber, hair salon
Sweet Honey Quilts	Shaylene Engh 3168 N 3450 W	long arm quilting
Wilson’s Daycare	Melanie Wilson 2238 N 4275 W	home daycare
Broomhead Services, Inc	William Broomhead 4756 W 2050 N	house inspections
Oakmont Trucking	Ross Fox 5145 W 1500 N	office

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JM Truckin	Jerald McWain 2869 N 5150 W	office for trucking co
Goat Hollow Ranch	Jeff Zitzelberger 3296 N 3900 W	emotional support using animals
Execute Advertising	Joseph Bayard 5407 W 2150 N	freelance advertising/copywri...
Roxhair Inc	Kara Peterson 2705 N 3375 W	hair stylist
WW Contracting	Jared Wilson 2153 N 3700 W	general contractor
Weeks-End Plumbing	Austin Weeks 3898 W 2400 N	residential plumbing
Sweetpea & Sawdust LLC	Stacie Houser 3491 W 1975 N	décor sales
Panunzio Woodshop & Customs	Crystal Panunzio 4076 W 1925 N	homemade signs & décor etc
Cota Custom Designs	Nicholas S Cota 4158 W Pioneer Rd	shirt\hat printing
Dazzle on a Dime	Nicole Mavretic 2414 N 4350 W B2	online retail & discount bins
Reliance Electrical Solutions	Jaime Loredó 2982 W 2050 N	electrical home improvements
Branded by Katie LLC	Katherine Barnett 2396 N 4350 W	nails, lashes, tattoos, piercing..

The Mayor briefly explained the process for obtaining a business license approval. Councilmember Favero asked if they would be notified on a conditional use. It was reported that it would. **Councilmember Jenkins moved to approve the business licenses as presented noting that North Star Buildings, Inc is for home office only. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Wilson voted aye. The motion carried.**

DRAFT

Motion: Approval of Warrant Register

See warrant register dated 01/01/2024 to 01/17/2024. Dan answered questions on the Delco bill and the Signature Equipment bill. **Councilmember Favero moved to approve and pay the bills as presented. Councilmember Wilson seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Wilson voted aye. The motion carried.**

Report from City Council

Councilmember Panunzio thanked the snow removal team.

Councilmember Favero thanked Dan's team and noted that he attended a Jr. Jazz game and thanked Colette and her crew.

Councilmember Wilson noted that she was contacted about icy roads. She was instructed to refer those comments to Dan.

The Mayor noted that with the heavy snow, people need to understand that the city's responsibility is to clear the roads not the driveway approaches. Also, when the roads are wet during the day, they will get icy throughout the night. Slow down. It was noted that our city has great neighbors and are willing to help each other.

**At 8:37 p.m. Councilmember Jenkins moved to adjourn and was seconded by Councilmember Wilson. The vote was unanimous.**

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

Date approved \_\_\_\_\_

Still creek 3C + 3D

extension for final approval

January 17, 2024



Visionary Homes  
2427 North Main  
Logan, Utah 84341

Plain City Planning Commission and City Council  
4160 W 2200 N  
Plain City, Utah 84404

To Whom it May Concern,

Plain City Code 11-3-7(C) requires the resubmittal of the final plat for recommendation for approval by both Planning Commission and City Council when the final plat has not been recorded within one calendar year of the original date of approval. The final plats for Stillcreek Village PRUD Phases 3C and 3D were not recorded within a year following the final approval. I formally request and make petition for an extension and renewal of the approval given for both final plats.

Signed mylar plats, developer agreements, and financial assurances have been submitted to the city for the purpose of recording these plats and the development work has been completed, including the installation of all public and private infrastructure.

Sincerest thanks for your consideration.

VISIONARY HOMES

A handwritten signature in black ink, which appears to read "Parker McGarvey", is written over the printed name.

Parker McGarvey, Project Manager

**11-3-7: SIGNING AND RECORDING OF SUBDIVISION PLAT:**

A. Signing Of Plat: When a bond or escrow is required, the Mayor shall endorse approval on the plat after the bond or escrow has been approved by the City Attorney and all the conditions of this resolution pertaining to the plat have been satisfied.

B. Recording Of Plat: The City shall record the plat after all required signatures are obtained. At the same time, the City shall also record all dedications, covenants and lien agreements as the City shall require to be recorded from time to time. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001; amd. Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

C. Final Plat; Time Limit For Recording: Any final plat having received final approval shall be offered for recording within one year (365 days) after final approval. If a final plat is not offered for recording within one year (365 days) after final approval, final approval shall be considered null and void, and the developer must resubmit the final plat for recommendation by the Planning Commission and approval by the City Council. (Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

D. Phasing: Subdivisions containing more than thirty (30) lots shall be done in phases. Each phase must be approved by the Planning Commission and shall consist of that number of lots that can be completely developed with off site improvements within a two (2) year period. "Off site improvements" are construed to be those improvements required by the City public works standards. "On site improvements" shall be construed to mean the construction of the dwelling and its appurtenant improvements on each lot. The development of the subdivision shall be in an orderly manner and all said off site improvements will be made available for the full, effective and practical use and enjoyment thereof by lessees or grantees of any of the lands located within the subdivision within the time hereinafter specified. Phases shall be designed to minimize the dead ending of streets and water lines. Phasing shall be done in such a manner as to provide sufficient traffic circulation in each of the phases. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001; amd. Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

Still creek Ph 3C & 3D have not recorded their plat yet.  
-they have completed the improvements.



## Memorandum

**To:** Diane Hirschi, City Recorder  
Plain City Corporation

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

**Date:** March 17, 2022

**Subject:** Stillcreek Village PRUD, Phase 3C - Final Plan Review

We have reviewed the revised plans for the Stillcreek Village PRUD, Phase 3C Subdivision. Following our review, we have no additional comments. We recommend the development be granted final approval. If you have questions or require additional information, feel free to contact me.







## Memorandum

**To:** Diane Hirschi, City Recorder  
Plain City Corporation

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

**Date:** March 17, 2022

**Subject:** Stillcreek Village PRUD, Phase 3D - Final Plan Review

We have reviewed the revised plans for the Stillcreek Village PRUD, Phase 3D Subdivision. Following our review, we have no additional comments. We recommend the development be granted final approval. If you have questions or require additional information, feel free to contact me.



**PLAIN CITY COUNCIL**  
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**MARCH 17, 2022**

before that happens. He stated he also needs to coordinate with Rocky Mountain Power and Dominion Energy to get the stubs done on the road in order to keep things moving. Councilmember Sadler asked if the ditch would be ready before the water starts running. Mr. Christensen said the portion that has been torn out will be vacated and the city will no longer be required to pipe about 1,000 feet of the ditch, which is why he is hoping to move forward with this agreement. He said everything that needs to happen with the road depends on the agreement being approved. **Councilmember Jenkins moved to approve the Utility ROW Agreement with the word change on page 3, section 5 from “may” to “will”. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

**Discussion/Motion: Final Approval of Still Creek Phase 3C and 3D**

Reed Scow with Visionary Homes spoke to the council. Mayor Beesley asked Mr. Scow when the city would see amenities. Mr. Scow stated he met with the HOA board and is hoping for a second meeting to go over the amenity package this week. He said once they have everything done, they will come and present it to the city. Mayor Beesley asked Councilmember Sadler if he was on Planning Commission when this subdivision was approved. Councilmember Sadler confirmed that he was. Mayor Beesley stated his understanding is that the city selects the amenities. Councilmember Sadler clarified that a list of amenities was presented for city approval and final selection would be determined by both the city and developer. He said that if the council is unhappy with the list, the council could reject it and ask the developer to start over. Mayor Beesley asked about the number of phases going in. Commissioner Neil stated there are four phases and the commission has asked Visionary Homes to bring them an overview of all the phases as they are also concerned about open spaces and amenities as well. He stated the commission has not yet received it. He spoke about Phase 2 and the requests they made regarding the park. The commission had asked for a restroom and parking and Visionary completed that request. Commissioner Neil stated the city does have final approval. Councilmember Sadler mentioned that the city even had direction over where trees were planted. Commissioner Neil stated the commission is waiting for the overview to see how Phase 3 will interface with Phase 4. Mayor Beesley stated he just wanted to clarify the city's position on the amenities since Phase 2 was still not completed yet. He mentioned he has a few concerns regarding Still Creek. Mayor Beesley stated that the engineer gave them a green light. Mr. Scow asked if the engineer's approval took precedence and Mayor Beesley confirmed that it did. Councilmember Beal asked if there was anything that addressed the note about the frontage road. Mayor Beesley then asked Mr. Scow about lot 356. Mr. Scow stated it was built according to the ordinance and they had it verified by the engineer. **Councilmember Jenkins moved to approve Still Creek Phase 3C and 3D as per the engineer's approval. Councilmember Panunzio seconded the motion. Councilmember Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.** Mayor Beesley spoke about a concern he had over HOA fees being increased to cover the cost of amenities. He mentioned that the HOA increase would amount to \$20,000.00 a month. Mr. Scow stated the amenity package is roughly \$2.5 million dollars, as well as donated items which includes tot lots, soccer fields, club houses, etc. He explained that the HOA covers existing and future amenities while also replacing things such as dead trees, ongoing repairs, insurance, etc. Mayor Beesley stated his dilemma is that the developer is creating a sub-HOA for amenities. He believes once it's turned over to the HOA, it should be the HOA's call whether or not to raise rates. Mr. Scow stated the developer is legally required to do a reserve study on the entirety of the project, which determines the price of the project. The developer should ideally have it funded at 100%, but the reality is closer to 70%. Mr. Scow stated if the reserve study states HOA fees must be set at a certain price, the developer cannot lower the rate in order to help sales. Mr. Scow stated the reserve study is not funded and if the developer doesn't follow the law, it opens the doors for lawsuits. Mr. Scow acknowledged not everyone likes HOAs and stated poor funding and poor management can lead to its downfall. He mentioned there needs to be enough money in the HOA to keep it going so that the homeowners don't ask the city to take it over. Mayor Beesley agreed with his comments, but asked why it is not the HOAs decision to determine fees. Mr. Scow stated due to the reserve study, the fees are the responsibility of the developer until it's turned over. Mayor Beesley then asked why a sub-HOA would be created. Mr. Scow stated there are many different reasons one could be created, but usually there is a reason such as a benefit assessment area. He stated he's not in favor of doing a sub-HOA, but if it becomes too big and expensive, then the need might arise and if that happens, they would work with the existing HOA. He stated he hopes the HOA would want to remain, but that's a bridge they would need to cross if that happens. Mayor Beesley stated he understands there are costs involved, but questions the excessive amount, especially considering there are not any large amenities to maintain. Mr. Scow stated he agrees with Mayor Beesley's comments and explained that amenities to require a lot of upkeep in order to remain functioning. Mayor Beesley thanked Mr. Scow for his time and stated they would discuss it more in the future.

**Discussion/Motion: Western Weber ATP Funding - \$2,000**

Mayor Beesley stated this is a grant regarding a regional active transportation trail system through Plain City, Marriott-Slaterville, Farr West, West Haven, Hooper and possibly even Roy. Mayor Beesley spoke about the trail system through Plain City and this grant would help us update and tie trails all the way through Utah County. Councilmember Jenkins stated he liked the idea and asked if Plain City would have a say in the planning. Mayor Beesley mentioned we would have input and

Stillcreek Ph 3C + 3D

Conditiona Final acceptance



## Memorandum

**To:** Diane Hirschi, City Recorder  
Plain City Corporation

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

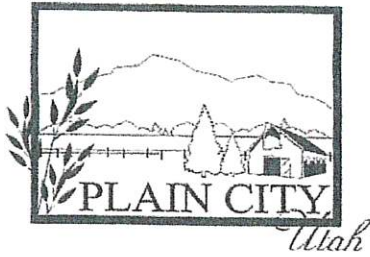
**Date:** January 23, 2024

**Subject:** **Stillcreek Village Phases 3C and #D - Conditional Final Acceptance**

We have reviewed the Conditional Final Acceptance request for the Stillcreek Village Subdivision Phases 3C and 3D. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works dated (attached). Consequently, we recommend granting Conditional Final Acceptance to the Stillcreek Village Subdivision, Phases 3C and 3D.

Once Conditional Final Acceptance is granted, all the escrow funds except the 10% Contingency (\$41,406.46) can be released to the Developer.

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



10/16/2023

RE: Conditional final

Subdivision: Still Creek Subdivision Phase 3/ C, D and E

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## Conditional final request

Developer is requesting to go into conditional final. All items remaining on the punch list were re-inspected and 100% completed to city standards, conditional final is recommended and will be requested to Mayor and Council for approval to start the one-year warranty phase and releasing the remainder escrow amount, minus escrow for surface treatment paying contractor cost to complete plus the 10% contingency.

If you have any questions or concerns, please give me a call.

\* THIS ITEM WAS NOT ESCROWED  
*[Signature]*  
1/23/2024

*[Signature]*

**DANIEL SCHULER**  
Public Works Director  
4160 W 2200 N  
Plain City Ut 84404  
385-466-1079  
dans@plaincityutah.org

Big Cottonwood Ph 3


Final acceptance





## Memorandum

**To:** Diane Hirschi, City Recorder  
Plain City Corporation

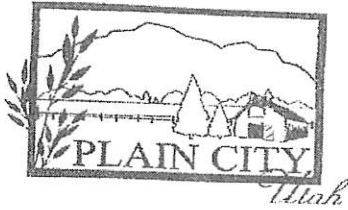
**From:** Brad C. Jensen, P.E.   
Wasatch Civil Consulting Engineering

**Date:** January 22, 2024

**Subject:** Big Cottonwood Estates – Phase 3, Final Acceptance

We have reviewed the final acceptance request for the Big Cottonwood Estates, Phase 3 Subdivision. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works (attached). Consequently, we recommend granting final acceptance to Big Cottonwood Estates, Phase 3 Subdivision.

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



1/10/2024

RE: **Big Cottonwood phase 3**

Developer: **Royce Richards**

Subject: **Final acceptance request.**

On 1/10/2024 I've conducted a field inspection at Big Cottonwood Phase 3 Subdivision after the one-year warranty period to verify the completion of the said subdivision and at this time I recommend to grant approval for final acceptance from the Mayor and City Council, ending the warranty period.

➤ 10% contingency = **0%**

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Total amount of escrow released to developer = \$ **0**

If you have any questions, or concerns please contact me at your earliest convenience.

Sincerely,

**Daniel Schuler**

Public Works Director  
4160 West 2200 North  
Plain City, Utah 84404  
385-466-1079  
dans@plaincityutah.org

BB's Place

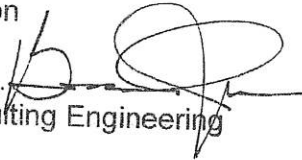
Conditional Final

Acceptance



## Memorandum

**To:** Diane Hirschi, City Recorder  
Plain City Corporation

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

**Date:** November 27, 2023

**Subject:** BB's Place Subdivision - Conditional Final Acceptance

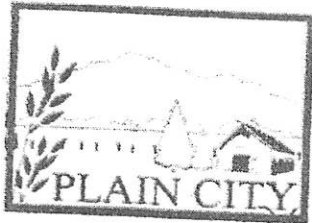
We have reviewed the Conditional Final Acceptance request for BB's Place Subdivision. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works dated 11/21/2023 (attached). Consequently, we recommend granting Conditional Final Acceptance to the BB's Place Subdivision.

Once Conditional Final Acceptance is granted, all the escrow funds except the 10% Contingency can be released to the Developer.

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

OWES 1094.50 in enq fees - cc tabled 12-7-23

11/21/2023



**Re: BB's Place escrow release and conditional final request.**

After completing my walk through/inspection for BB's Place Subdivision located at 4650 West 2200 North on 11/20/23, the city improvements that had been completed or fixed was installed to city standards. At this time the developer would like to request starting the one-year warranty period and releasing the escrow for any remaining improvement monies, minus the 10% warranty monies. If you have any questions or concerns, please give me a call.

A handwritten signature in black ink, appearing to read "Daniel Schuler", written over a horizontal line.

**Daniel Schuler**

**Plain City Public Works Director**

**385-466-1079 Cell**

**[dans@plaincityutah.org](mailto:dans@plaincityutah.org)**

PLAIN CITY COUNCIL  
MINUTES OF REGULAR MEETING  
DECEMBER 7, 2023

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, December 7, 2023 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Jed Jenkins, Rachael Beal, Buddy Sadler, Luigi Panunzio and Todd Skeen  
Staff: Diane Hirschi, Brandon Richards, Dan Schuler,  
Present: Adam Favero, Blake Neil  
Zoom: Bruce Parker, Jim Beesley

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

Approval of Minutes from November 16, 2023 and December 5, 2023

**Councilmember Jenkins moved to approve the minutes from November 16, 2023 and December 5, 2023 as presented. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Comments: Public

There was none at this time.

Report from Planning Commission

Blake Neil reported that their last regular meeting was cancelled due to Thanksgiving. He noted that they had a special meeting on November 30 to discuss the sensitive land use amendment and the Plain City Flood Damage Prevention Ordinance. The Planning Commission recommended it to be sent on to City Council.

Discussion/Motion: Conditional Final Acceptance – BB’s Place Subdivision

It was reported that there are some engineering fees due. Diane noted that this is conditional final acceptance not final acceptance. **Councilmember Beal moved to table conditional final acceptance of BB’s Place Subdivision. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Conditional Final Acceptance – Plain City Fields Subdivision

**Councilmember Beal moved to give conditional final acceptance to Plain City Fields Subdivision. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: - Resolution – Housing Element for General Plan

Bruce thanked everyone for the confidence everyone had in him to prepare the moderate-income housing plan. Bruce walked everyone through the draft. He reported that there are seven housing policies included. He noted that housing policy #7 was not part of Planning Commission’s recommendation. He talked about 10% of subdivisions being dedicated for moderate income housing. Bruce indicated that if there are any changes the State of Utah requires, he will do it at no cost to the city. He believes the document is in compliance with the state. The Mayor mentioned having a conversation with Chairman Faulkner about policies #6 and #7. Housing policy #6 talks about off street parking in residential developments near senior living facilities and investment corridors. He mentioned #7 demonstrates implementation of any other program or strategy to address the housing needs of the city who earn less than 80% of the median income. The Mayor would like to take these two out for now and mentioned that we can always go back and add them later. Bruce mentioned that housing policy #6 is no risk for the city. Bruce mentioned that the five housing elements we have in the plan will give us priority funding for transportation projects as funded by the Utah transportation commission. Councilmember Jenkins asked if we are required to do five strategies. Bruce mentioned we are only required to do three. Councilmember Beal asked what this document does for us since it is full of “mights”, not “we wills”. First of all, it was noted that it is mandated by the state. The Mayor mentioned that this is not an ordinance but a resolution and give us things to work towards regarding

Planning Commission  
Re. Appointment

January 12, 2024

Position: Plain City Planning Commission

Blake Neil  
3194 N. 3900 W.  
Plain City, Utah 84404  
Phone: 801-791-3004  
E-mail: [neil.bl310@gmail.com](mailto:neil.bl310@gmail.com)

Mayor and City Council.

As a current member of the Plain City Planning Commission my term is due to expire. I still have a desire to serve the community in that capacity. Therefore, I would request that this administration consider reappointing me for another term.

Our family has had property here since 1964 and I have seen how the community has evolved over the years. In 1978 my wife and I built our home here recognizing Plain City would be a great place to raise a family.

Planning is key to keeping that lifestyle we so appreciate.

Thank You  
Blake Neil



Education: Bachelor of Science 1983 from Weber State College, Ogden Utah  
Major: Geography / Emphasis – Urban & Environmental Planning  
Minor: Political Science / Public Administration

Experience: May 1984 – October 1985 Employed by Ogden City - Ogden Redevelopment & Planning Agency  
Projects: Utah State Office Building  
25<sup>th</sup> Street Revitalization  
Perrys Egyptian Theater  
Neighborhood Sidewalk Renovation Program

April 1980: Under the direction of Dr Wayne Wahlquist of Weber State College, I prepared a survey for the community of Washington Terrace, Utah. With the results of the survey a proposal was submitted to the Mayor and City Council to apply for a grant for a Master Plan.

November 1979 – June 1980: Employed by Dr Wayne Wahlquist of Weber State College as a community planning intern.  
The project was to prepare a Master Plan for the community of Plain City, Utah.  
My part of the project was economic projections, social and recreational relationships to the community.  
In preparing the plan, I worked with the Plain City Planning Commission, City Council and was the facilitator for the project at a series of public meetings. The Master Plan was accepted and published.



Interlocal Agreement

Transfer Station

- proposed
  - current
-

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY  
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WEBER COUNTY  
RELATING TO WEBER COUNTY TRANSFER STATION**

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

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

WHEREAS, the City has entered into negotiations with Weber County through the Weber County with the goal of having an interlocal cooperation agreement provided by Weber County and the Weber County Transfer Station; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into an interlocal agreement with Weber County related to Weber County Transfer Station; and,

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

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into an interlocal agreement with Weber County related to the Weber County Transfer Station and instructs that the agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

Voting:

Council Member Favero	_____
Council Member Panunzio	_____
Council Member Jenkins	_____
Council Member Beal	_____
Council Member Wilson	_____

\_\_\_\_\_  
MAYOR OF PLAIN CITY

ATTEST:

\_\_\_\_\_  
City Recorder

New

**INTERLOCAL COOPERATION AGREEMENT**

by and among

**(CITY)**

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between (CITY), which is a municipality and political subdivision of the State of Utah (“City”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

**RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Purpose.**

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

**Section 2. Effective Date; Duration.**

- a. This Agreement shall become effective upon the completion of all of the following actions:
  - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
  - iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2024~~3~~.
- c. The Agreement shall automatically renew for additional terms of two years each, unless terminated earlier as provided in this Agreement, for a maximum of 12 years. Either Party shall have the option to terminate this Agreement at any time, by providing written notice of termination to the other Party at least six months before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

**Section 3. Waste Disposal.**

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the ~~curb-side~~household waste placed in curb-side containers~~generated~~ by the City's residents and picked up by the City or by the company that the City contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the City or under a contract with the City, such as ~~C~~curb-side recycling and, commercial waste, ~~and other~~

~~types of waste~~ may be brought to the Transfer Station, but are not governed by this agreement.

- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The City shall elect one of the following billing and payment options:
  - i. The County will bill the City for the tipping fees for curbside waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
  - ii. Or, the County will directly charge the haulers of curbside waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

**Section 4. Additional Provisions Required by the Interlocal Cooperation Act.**

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.

- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

**Section 5. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

**Section 6. Publication of Notice of Agreement.**

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

**Section 7. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director  
Weber County  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401



For the City:  
(fill in information)

**Section 8. Miscellaneous Provisions.**

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.
- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent

permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.
- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

(CITY)

By: \_\_\_\_\_  
(Name)  
(Title)

DATED: \_\_\_\_\_

Approved: \_\_\_\_\_  
Attorney

**WEBER COUNTY**

By: \_\_\_\_\_  
Gage Froerer  
County Commission Chair

DATED: \_\_\_\_\_

Attest: \_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: \_\_\_\_\_

Approved: \_\_\_\_\_  
Deputy County Attorney

Current

**INTERLOCAL COOPERATION AGREEMENT**

by and among

PLAIN CITY

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between PLAIN CITY, which is a municipality and political subdivision of the State of Utah (“City”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

**RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Purpose.**

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

**Section 2. Effective Date; Duration.**

- a. This Agreement shall become effective upon the completion of all of the following actions:
  - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
- iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2023.
- c. The Agreement shall automatically renew for additional terms of two years each, unless terminated earlier as provided in this Agreement, for a maximum of 12 years. Either Party shall have the option to terminate this Agreement as of the end of the then-existing term, if the Party provides written notice of termination to the other Party at least six months before the end of the then-existing term.
- d. The County may terminate this Agreement at any time with six months written notice, if the Board of County Commissioners determines that continuing to participate in the Agreement would not be in the best interest of the residents of Weber County due to a budget shortfall or other circumstances out of the County's reasonable control.
- e. This Agreement may also be terminated at any time by mutual written agreement of the Parties.
- f. If this Agreement is terminated, the County shall have no obligation to accept waste from the City, or from the residents of the City, after the effective date of the termination. If the County elects to accept such waste, the County may charge any fee legally imposed by the County, and the fee might exceed the fees charged to other entities or individuals.

**Section 3. Waste Disposal.**

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the curb-side waste, excluding curb-side recycling, generated by the City's residents.
- b. The County agrees to accept the City's curb-side waste, excluding curb-side recycling, subject to the fee schedules, rules, regulations, and procedures adopted by the County.
- c. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- d. The City shall elect one of the following billing and payment options:
  - i. The County will bill the City for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
  - ii. Or, the County will directly charge the haulers of curb-side waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

**Section 4. Additional Provisions Required by the Interlocal Cooperation Act.**

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.



- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.
- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any issue related to this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

**Section 5. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

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For the County:

Community Development Director  
Weber County  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401

For the City:

Plain City  
4160 W 2200 N  
Plain City, UT 84404

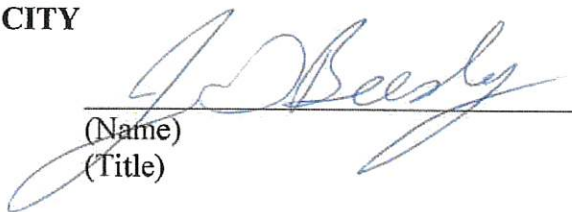
**Section 8. Miscellaneous Provisions.**

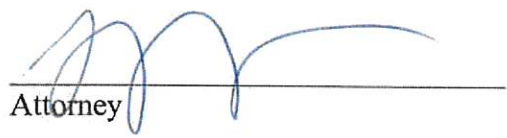
- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.

- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.
- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.
- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

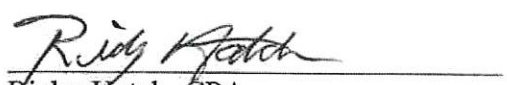
**PLAIN CITY**

By:  DATED: 5-4-2023  
(Name)  
(Title)

Approved:   
Attorney

**WEBER COUNTY**

By:  DATED: 6/20/2023  
Gage Froeyer  
County Commission Chair

Attest:  DATED: 6/20/2023  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved:   
Deputy County Attorney

Current

RESOLUTION NO. 2023-05

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY  
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WEBER COUNTY  
RELATING TO WEBER COUNTY TRANSFER STATION**

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

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

WHEREAS, the City has entered into negotiations with Weber County through the Weber County with the goal of having an interlocal cooperation agreement provided by Weber County and the Weber County Transfer Station; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into an interlocal agreement with Weber County related to Weber County Transfer Station; and,

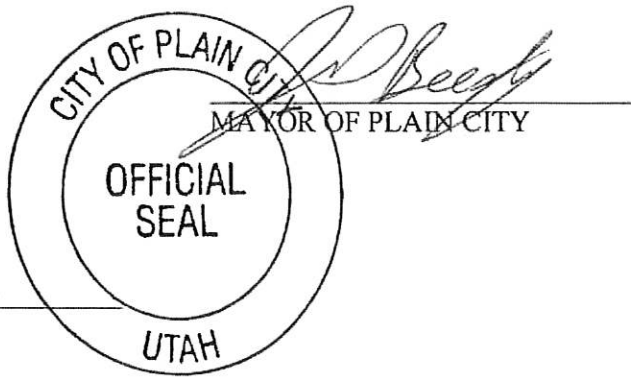
WHEREAS, The City has determined the terms of the interlocal agreement are fair and advantageous to the City; and,

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into an interlocal agreement with Weber County related to the Weber County Transfer Station and instructs that the agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this 4<sup>th</sup> day of May, 2023.

Voting:

Council Member Jenkins	<u>aye</u>
Council Member Sadler	<u>aye</u>
Council Member Beal	<u>aye</u>
Council Member Panunzio	<u>aye</u>
Council Member Skeen	<u>aye</u>



ATTEST:

David H. Hinkle  
City Recorder