

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
AUGUST 1, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, August 1, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Luigi Panunzio, Jed Jenkins, Rachael Beal
Excused: Councilmember Jan Wilson, Diane Hirschi
Staff: Patty Burton, Dan Schuler, Brandon Richards
Present: Lt. Mark Horton, Shelly Beesley, Rob Ortega, Robert Seager, Mark Peterson, Jarod Maw, Rick Scadden
Zoom: Shawn W, Michael Phillips

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

Approval of Minutes from June 20, 2024

Councilmember Beal moved to approve the meeting minutes from June 20, 2024 as presented.

Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins, and Beal voted aye. The motion carried.

Comments: Public

There were none.

Report from Planning Commission

Commissioner Jarod Maw addressed the council. He stated the last Planning Commission meeting was held July 11, 2024 wherein they had a public hearing for Snow View Mountain Estates. Jarod stated most public comments dealt with density with regard to utilities along that area. The Planning Commission moved to a discussion on the rezone of Snow View Mountain Estates. He stated the Commission found that to be compliant with the future land use plan so after discussion, the Commission recommended approval to the City Council.

The Mayor asked Jarod if the Planning Commission would look into the duplex ordinance now that the attached dwelling unit ordinance is in place.

Rezone of 19 acres – Joseph Marsh – Snow View Mountain Estates – A-1 to RE-18.5 – approx. 3450 W 2200 N

It was noted that this is in compliance with the future land use master plan. **Councilmember Jenkins moved to approve Ordinance #2024-07 rezoning the 19 acres owned by Joseph Marsh from an A-1 zone to an RE-18.5 zone. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins, and Beal voted aye. The motion carried.**

Discussion/Motion: Brynlee Acres Development Agreement – Senior Housing Overlay – approx. 3465 W North Plain City Road

Brandon stated the previous issues of concern have been addressed, other than the verbiage in 3.5 of the Development Agreement. There were some concerns that the exhibit wasn't provided in the draft. **Councilmember Favero moved to table this item.** Rick mentioned that the council has the drawing from previous meetings. Councilmember Favero stated there were concerns with whether the roads were being kept private or public. Mayor Beesley asked Dan to confirm. Dan stated everything within the development would be private. Rick Scadden addressed the council and stated he had made the requested changes. Councilmember Favero stated concerns about how to keep the roads private so this doesn't come back to the Council in the future asking for those to be taken over by the city. He expressed concerns that people from the adjoining subdivision will be using the private streets through Brynlee Acres. Those who live in Brynlee Acres won't want to cover the cost of road repairs because others are using it as a public road. He also stated the fire access road does not meet city road standards. Dan stated that in reference to the storm drain and water system, those should remain private. However, once they hit the main off North Plain City Road, the City would then be responsible. To address these concerns, the Council requested changes to paragraph 3.5 to include the word "utilities" before each time it says "private street". Again, it was noted

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AUGUST 1, 2024

that Exhibit A was not provided in the development agreement. **Councilmember Favero moved to amend the motion and to approve the development agreement for Brynlee Acres for a Senior Housing Overlay with the changes noted in section 3.5 to clarify the utilities as private or public. Councilmember Jenkins seconded the motion. Councilmembers Favero, Panunzio, Jenkins and Beal voted aye. The motion carried.**

Troy May – United Defense Systems – Cameras in the Park Proposal

Troy May presented a power point showing the capabilities of the cameras to be installed in the parks. There was a discussion about how to police the park and about monitoring. The program is easily customizable. Camera access will be given to staff and then staff can notify the Sheriff's office if there is a problem. Troy indicated that his business has the capability to install but he was asked to prepare a design for the council if they wanted to put it out for bid. Mayor Beesley asked Brandon if there is a possibility that the council could adopt this as a sole source purchase because United Defense Systems has already installed previous cameras with great success. Brandon stated there is a clause in the city's Purchasing Policy under 1-11-3(A)(4) that this would fall into. Brandon stated the council could approve the "sole source" option for this project tonight and put the approval of United Defense Systems on the next council meeting. **Councilmember Beal moved to approve using a sole source provider as allowed in Purchasing Policy 1-11-3(A)(4) for cameras to be installed for the park. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins, and Beal voted aye. The motion carried.**

Motion: Approval of Business License

New – Home Occupation

Chournos Enterprises LLC	Carson Chournos	2810 N 3475 W	DADU
Property Parsons LLC	Jessica Parsons	2083 N 3600 W	DADU
BK HVAC LLC	Brian King	4415 W 1775 N	HVAC Contractor
Detailed RV Inspections	Derrick Barber	1695 N 4150 W	office for RV inspections

Renewals

Beehive Naturals, LLC	Samuel E Ginn	1383 N 4700 W	lotions, lip balms & soaps
Salty Creek Homes	Lance Price	3493 W 2350 N	general contractor
Nicole Jensen Design LLC	Nicole Jensen	2738 W 2550 N	home design services
Impactful Venting LLC	Kylene Brooks	2586 N 3350 W	vending machines
Koenig Processing LLC	Kaylee Koenig	3466 Bridlewood Ct	mortgage loan processing

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

Motion: Approval of Warrant Register

See warrant register dated 06/19/2024 to 06/30/2024, 07/01/2024 to 07/16/2024, 07/18/2024 to 07/18/2024 and 07/19/2024 to 07/31/2024. It was noted that 07/17/24 is missing. **Councilmember Jenkins moved to approve and pay the bills as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Panunzio, Jenkins, and Beal voted aye. The motion carried.**

Report from City Council

Councilmember Favero will not be at the next meeting.

Councilmember Jenkins had a mosquito abatement meeting and they are getting a new building for chemical storage.

Councilmember Beal reported that the 4th was awesome.

Mayor Beesley mentioned that the 3600 West project is finally getting on track and will be bid out next Fall. He mentioned that Robert Seager has accumulated all the old Plain City fire trucks. There is an old grass truck from the fire department that the parks department has been using. He would like to obtain that truck. Robert is proposing a trade for some panels that Colette has been using for the Christmas tree lighting and also used on the 4th. This way

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AUGUST 1, 2024

the panels would become city property and he would get the truck. The Mayor noted that he is not looking for a decision tonight. Brandon will look into a trade agreement and report at the next meeting. The Mayor also reported that the 4th was great and thanked the staff, volunteers and the city council.

At 8:05 p.m. Councilmember Jenkins moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

City Recorder

Mayor

Date approved _____



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

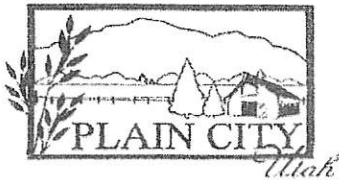
Date: August 6, 2024

Subject: Heritage North Subdivision - Conditional Final Acceptance

We have reviewed the Conditional Final Acceptance request for Heritage North Subdivision. We concur with the recommendations submitted by Dan Schuler of Plain City Public Works. The drainage issue described in the indicated inspection report must be corrected as soon as possible. However, we recommend that final acceptance not be granted until the drainage problem is corrected.

Once Conditional Final Acceptance is granted, all the escrow funds except the 10% Contingency can be released to the Developer. The date of acceptance begins the 1-year guarantee period.

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



7/24/2024

RE: Heritage North Subdivision

Developer: Cody Rhees

Subject: Conditional Final request to start the one-year warranty.

I have reviewed the Conditional Final request and conducted a Field inspection for Heritage North Subdivision, on 7/24/24 and verified the completion of all City improvements:

There is a drainage problem on the north end of 3975 West, going into the field. Cody will be working on the drainage issue within the next couple of weeks. Possible issue: the field being higher than the curb, blocking the water from draining out of the gutter backing water up into driveways and residents' backyards, this will need to be resolved before Final acceptance is recommended.

At this time, conditional final is being requested by the developer, starting the one-year warranty period. I would recommend with the stipulations that the drainage issue gets resolved before final acceptance.

Releasing remaining escrow monies minus the 10% contingency of \$1,316.97

Total that remaining in escrow _____ = this amount includes the 10% contingency of: \$36,978.20. If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,

Daniel Schuler

Public Works Director

Plain City Corp.

385-466-1079

dans@plaincityutah.org

8-7-24

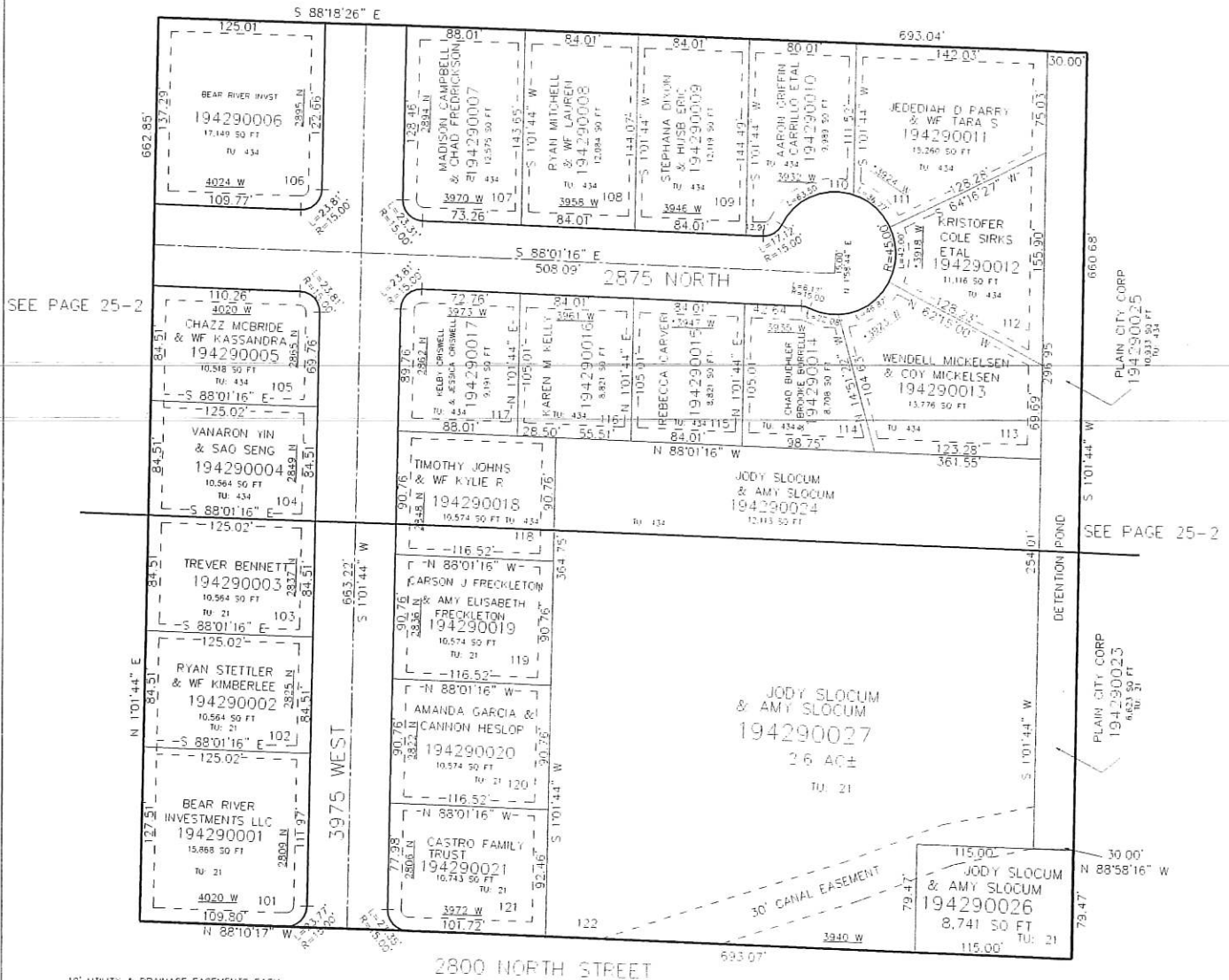
PART OF THE SW. 1/4, OF SECTION 28, T.7N., R.2W., S.L.B. & M.
HERITAGE NORTH SUBDIVISION

429

IN PLAIN CITY
SCALE 1" = 60'

TAXING UNIT: 21, 434

SEE PAGE 25



10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN

*ADDRESS: AFFIDAVIT E#3150680

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 90, PAGE 30 OF RECORDS

SEE PAGE 25-2

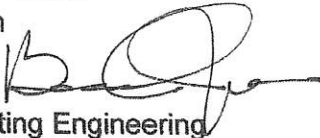
FOR TAX PURPOSES ONLY

Blk: 03-21



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

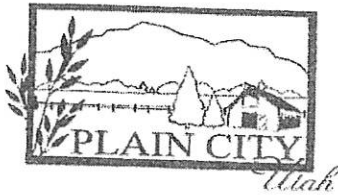
Date: August 5, 2024

Subject: Sunset Estates Subdivision - Conditional Final Acceptance

We have reviewed the Conditional Final Acceptance request for Sunset Estates Subdivision. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works (attached). Consequently, we recommend granting Conditional Final Acceptance to Sunset Estates Subdivision.

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

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



RE: Sunset Estates-4 lot Subdivision

7/24/2024

Developer: Cody Rhees

Subject: Conditional Final request start one year warranty.

I have reviewed the Conditional Final request and conducted a Field inspection for Sunset Estates, 4 lot Subdivision on 7/24/24 and verified the completion of City improvements:

The plat has changed from the original that was ran through the approval process with the strip of ground that was to be dedicated to the city for future sidewalk behind curb out to 2600 North. Now moving forward, the sidewalk will stop short of 2600 North at the South end of Lot 4, and the city will have a 51.5' ROW from the South end of lot 4 to 2600 North. Please see attached plat for details

Items listed below that need to be completed before final acceptance:

- Sidewalk w/base

Developer is requesting conditional final & starting the one-year warranty for Sunset Estates - 4 lot Sub. 7/24/2024.

All Sidewalk escrow monies would remain along with the 10% contingency.

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

Sincerely,


Daniel Schuler

Public Works Director

Plain City Corp.

385-466-1079

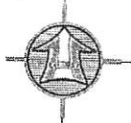
dans@plaincityutah.org

Sunset Estates

Plain City, Weber County, Utah
A PART OF THE NW QUARTER OF SECTION 33 AND A PART OF 1
SW QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 2 WEST, S
August 2024

West Corner of Sec. 33,
N. R. 2 W., S. 10 N.
United Position

is Corner
1 Weber County Brass Cap
ment 1965
East



Scale: 1" = 50'

Scale in Feet
1" in Parentheses is Record

LEGEND

- Subject Property Line
- Interior Lot Lines
- Adjoining Property Line
- Previous Property Line
- Centerline
- Public Utility Easement (PUE)
- Ditch
- Field Separation Line
- Fence Line (Wire)
- Roadway Dedication
- Existing Street Monument
- Found curb not
- Found rebar set by others
- Set 5/8"x24" Rebar With Cap
- Section Corner

If utility easements (P.U.E.) are
as unless otherwise noted.

and cap set on all back lot
curb nails set in top back of
itler on all side yard projections.

.0' wide Irrigation Easement
th to north through the middle
lots is a Public Utility Easement
well as a Private Utility Easement
loss of operation, maintenance,
replacement of an existing
line.



Project Location

N
1 84404



HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City Ogden Logan
(435) 723-3491 (801) 393-4905 (435) 752-8272
Celebrating over 67 Years of Business

00223.dwg 04/03/24

Jeffrey M. Rasmussen
Plattner Trust
19-025-0112

Blanche M.
Blanche M. Rasmussen
19-025-0122

Blanche M.
Blanche M. Rasmussen
19-025-0122

Blanche M. Rasmussen
24-053-0018

Blanche M. Rasmussen
24-053-0052

Blanche M. Rasmussen
24-053-0014

Narrative

The purpose of this survey was to do a four (4) Lot Subdivision as shown and described herein. The survey was ordered by Jim East and Cody Rhee. The control used to establish the property corners was the existing fence lines and found rebar as shown herein, a copy of a 1966 Great Basin survey (dwg # PS-66-1457) which was provided by the client along with the existing Weber County Survey Monumentation surrounding Section 33, T7N, R2W, S10N. Existing fence lines fall in harmony with said Great Basin survey. The official 1910 plat of Plain City was used to determine the what we believe to be the true location of the north quarter corner of said section 33 along with Lots 49 & 50, Plot "B". That location for said quarter corner also fits in harmony with the existing occupation lines in the area. The basis of bearing is the North line of the Northwest Quarter of said Section which bears North 88°46'50" West, Utah North, State Plane, Calculated N.A.D.83 Bearing.

PLAIN CITY PLANNING COMMISSION

THIS IS TO CERTIFY PLAIN CITY PLANNING COMMISSION.
SIGNED THIS 26 DAY OF April 2024.

Blake J. J. J.
CHAIRMAN, PLAIN CITY PLANNING COMMISSION

PLAIN CITY ACCEPTANCE

THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF
THIS PLAT WERE DULY APPROVED AND ACCEPTED BY THE
PLAIN CITY COUNCIL.

SIGNED THIS 25 DAY OF April 2024.

MAYOR: *David W. Hume*
ATTEST: *David W. Hume*

STATE OF UTAH

COUNTY OF WEBER

On this 2 day
say and acknowledge
of the real property
sold authorization to
incorporation, and/o

State of Utah Notary

PLAIN C

I HEREBY CERTIFY THAT THE
STATUTES AND ORDINANCES
ENGINEER OF THE FOREGOING
COMPLIED WITH THIS 11

CITY ENG

TAXING UNIT: 19, 21, 434

PART OF N.W. 1/4, SEC. 33, T.7N., R.2W., S.L.B. & M.
PLAIN CITY
LOTS 49 & 50, PLAT B
SCALE 1" = 100'

53

SEE BOOK 19, PAGE 25

SEE PAGE 54

SEE PAGE 24-1

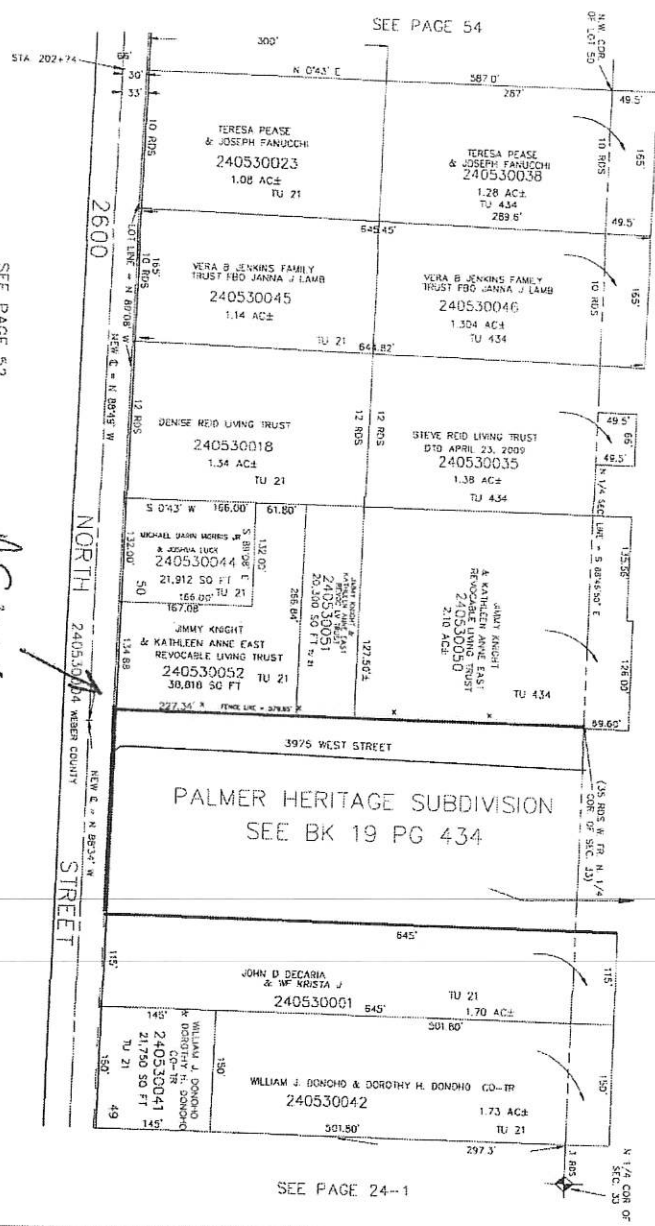
SEE PAGE 52

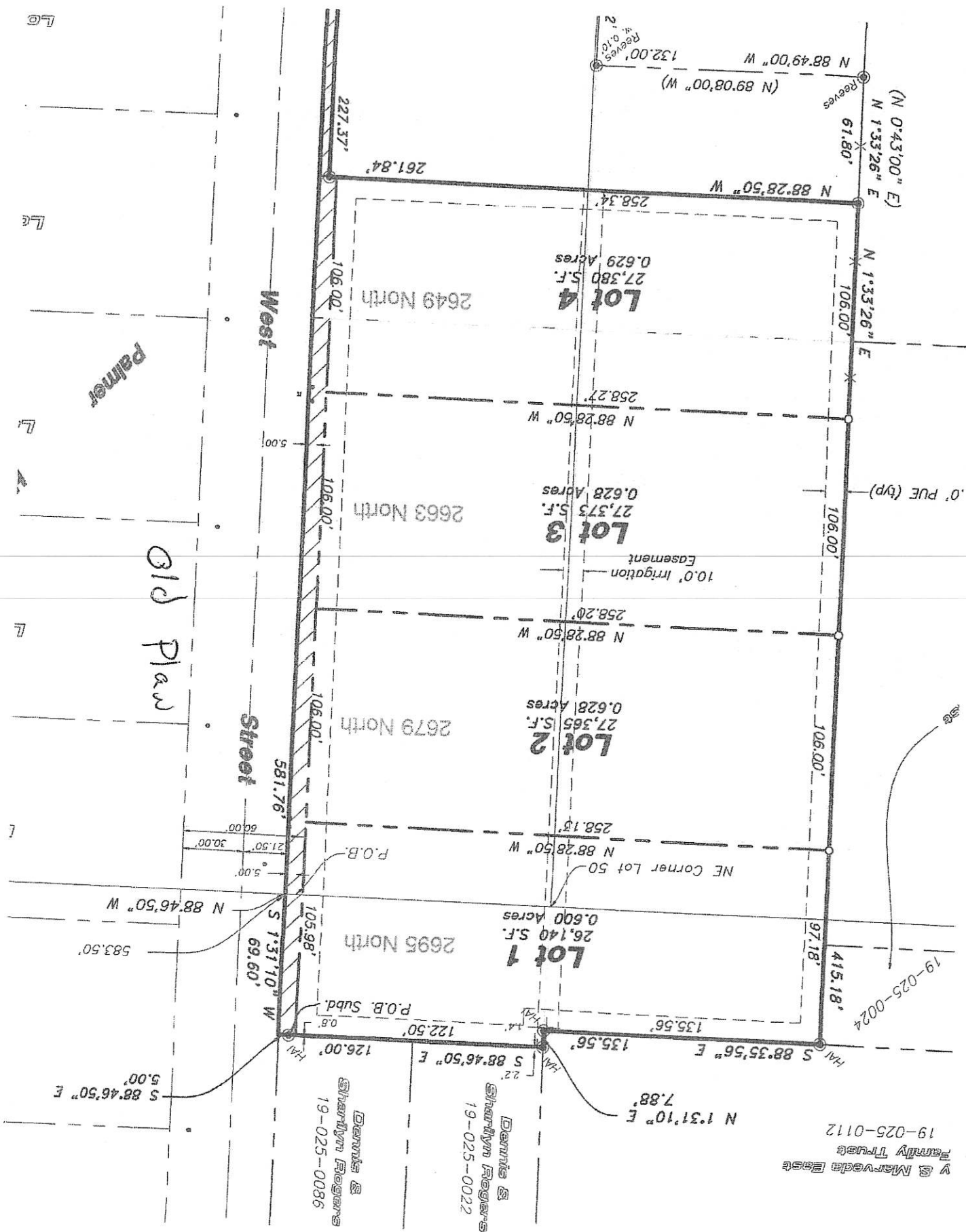
After

SEE PAGE 50

SEE ORIGINAL RECORDATION
PLAT OF PLAIN CITY IN
BOOK 5, PAGE 80 OF RECORDS

FOR TAX PURPOSES ONLY





PART OF N.W. 1/4, SEC. 33, T.7N., R.2W., S.L.B. & M.

53

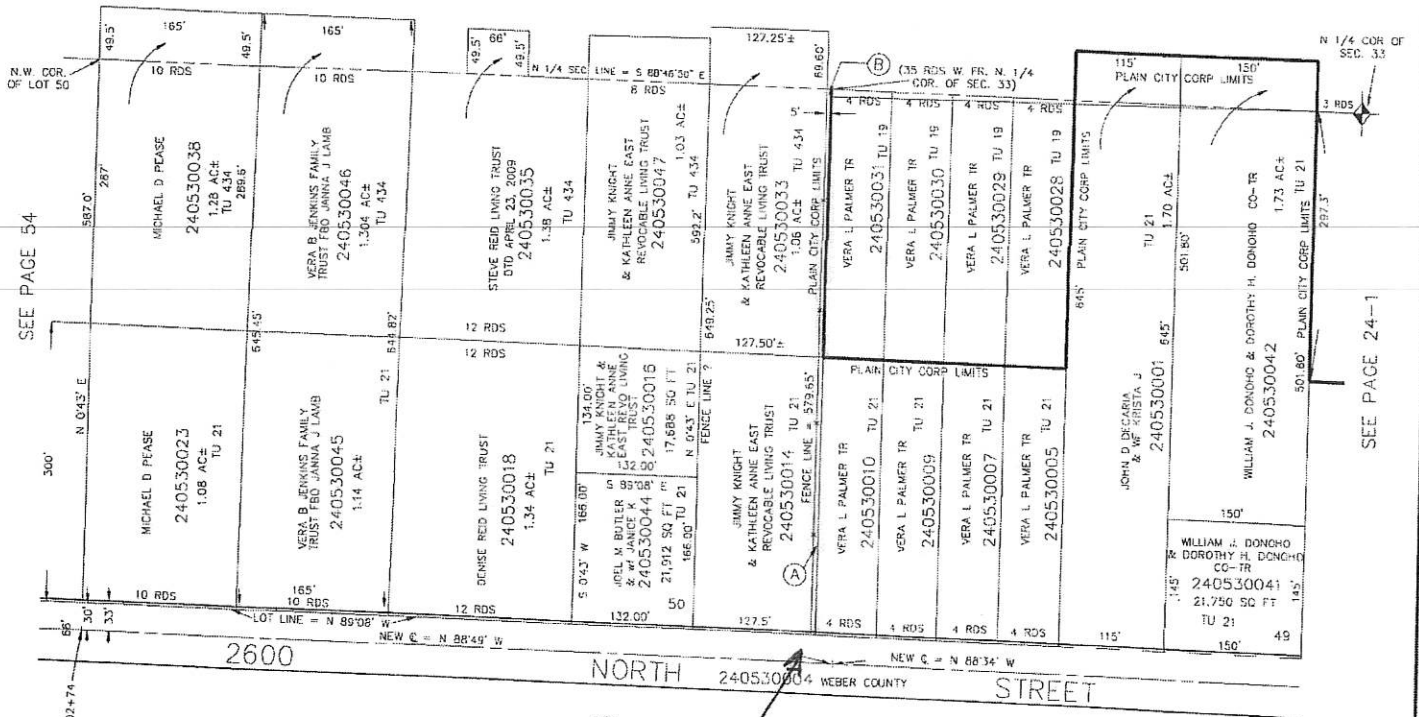
PLAIN CITY
LOTS 49 & 50, PLAT B

TAXING UNIT: 19, 21, 434

SCALE 1" = 100'

(A)	(B)
DENNIS ORSON ROGERS & W. SHARILYN 240530012	DENNIS ORSON ROGERS & W. SHARILYN 240530032
TU 21	TU 21

SEE BOOK 19, PAGE 25



SEE PAGE 54

SEE PAGE 52

Before

SEE PAGE 50

SEE ORIGINAL DEDICATION
PLAT OF PLAIN CITY IN
BOOK 5, PAGE 80 OF RECORDS.

SURVEILLANCE
SYSTEM
REQUIREMENTS

PLAIN CITY PARKS



OBJECTIVE

- The main objectives for installing a comprehensive surveillance system are to reduce vandalism and enhance public safety in the city parks, city hall, fire station, and the public works building.



SYSTEM REQUIREMENTS

- The surveillance system must have Axis high resolution cameras, real-time monitoring and data storage capabilities, and Axis software to integrate with existing surveillance system at city hall.
- **Hardware Requirements:**
 - (1) Axis P4708-PLVE panoramic network camera
 - (1) Axis P3727-PLE or P3735-PLE panoramic 360° network camera
 - (5) Axis M3215-LVE dome cameras
 - (12) Axis Q6100-E network cameras
 - (12) Axis Q6135-LE PTZ network cameras
 - (2) Axis Q1700-LE license plate reader cameras
 - (9) Axis C1310-E horn speakers
 - (11) PoE switches with minimum 8 ports, managed
 - (11) 24-hour battery backup systems in case of power interruption and will sustain network as well
 - (32) signs (4 per building on 8 buildings) stating designated areas are under surveillance and monitored

Software:

- The Axis software must use AI and/or analytics for anomaly detection and be enabled and setup by the installing company. As needs emerge, the installation company must adjust settings and parameters with the assistance of city officials and/or law enforcement as needed.

Storage and Data:

- All data must have the capability to be saved to an internal memory card with minimum 1TB worth of storage within the surveillance cameras or a Network Video Recorder located securely at city hall. Data must be able to be stored for a minimum of 30 days.

Warranty:

- Surveillance products must include a 5-year warranty and lifetime warranty on the installation of components.



SITE SURVEYS

LIONS CLUB PARK

- (1) Axis Q6100-E network camera centered on roof of bowery
- (1) Axis Q6135-LE PTZ network camera centered on roof of bowery
- (2) Axis M3215-LVE dome cameras with 1 placed in the bowery and 1 placed outside bathroom doors
- (1) Axis C1310-E horn speaker placed on restroom roof
- (1) PoE switch
- (1) battery backup





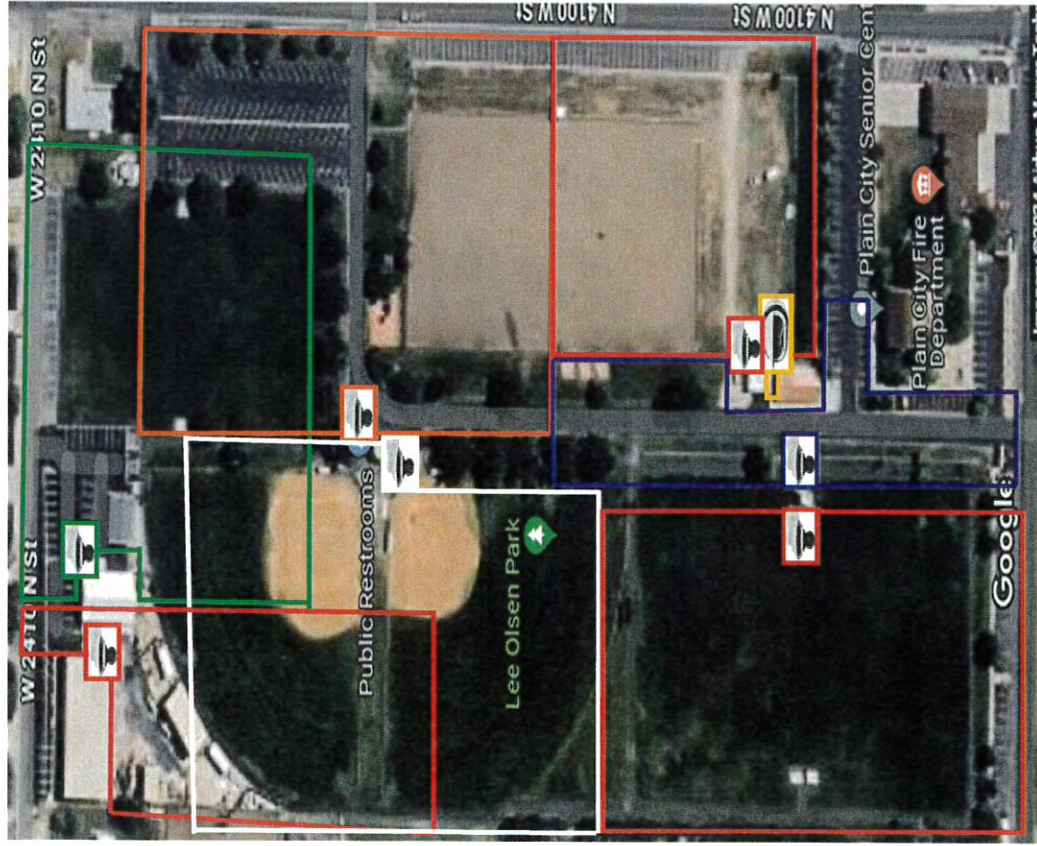
STILLCREEK PARK

- (1) Axis Q6100-E network camera placed on a pole
- (1) Axis Q6135-LE PTZ network camera placed on a pole
- (1) Axis C1310-E horn speaker placed on restrooms
- (1) PoE switch
- (1) battery backup



PLAIN CITY PARK

- (1) Axis Q6100-E network camera on top of bowery
- (1) Axis Q6135-LE PTZ network camera on top of bowery
- (1) Axis M3215-LVE dome camera placed in the right corner of the bowery to see in the bowery and the restroom doors
- (1) Axis C1310-E horn speaker placed on public restrooms
- (1) PoE switch
- (1) battery backup

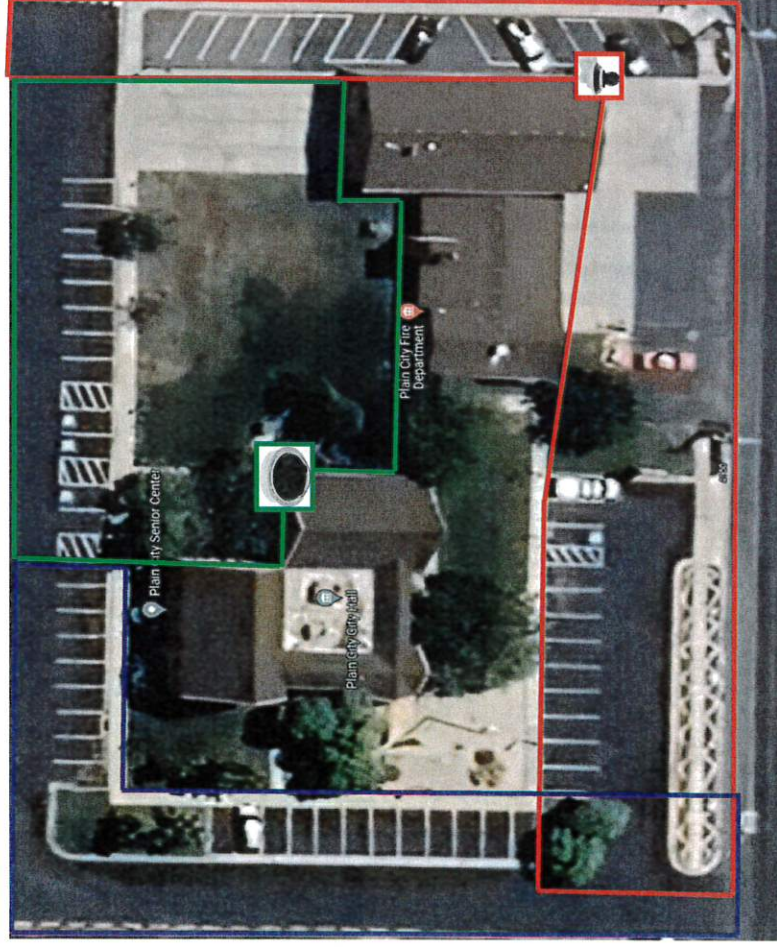


LEE OLSEN PARK

LEE OLSEN PARK

- (2) Axis Q6100-E network cameras by public works
- (2) Axis Q6135-LE PTZ network cameras by public works
- (1) Axis C1310-E horn speaker by public works
- (2) Axis Q6100-E network cameras by announcer's booth
- (2) Axis Q6135-LE PTZ network cameras by announcer's booth
- (1) Axis C1310-E horn speaker by announcer's booth
- (3) Axis Q6100-E network cameras by parking area
- (3) Axis Q6135-LE PTZ network cameras by parking area
- (1) Axis C1310-E horn speaker by parking area and rollup door
- (1) Axis P4708-PLVE panoramic camera by rollup door
- (5) PoE switches
- (5) battery backups

*Red, green, white, orange, and purple areas are the same camera models. Different colors represent individual coverage areas.



CITY HALL & FIRE STATION

- (1) Axis P3727-PLE or P3735-PLE network camera by city hall
- (1) Axis C1310-E horn speaker by city hall
- (1) Axis Q6100-E network cameras on corner of fire station
- (1) Axis Q6135-LE PTZ network camera on corner of fire station
- (1) Axis C1310-E horn speaker by fire station
- (2) PoE switches
- (2) battery backups



PIONEER PARK

- (2) Axis Q1700-LE license plate reader cameras
- (1) Axis Q6100-E network camera centered on roof of bowery
- (1) Axis Q6135-LE PTZ network camera centered on roof of bowery
- (2) Axis M3215-LVE cameras with 1 placed in the bowery and 1 placed outside bathroom doors
- (1) Axis C1310-E horn speaker placed on public restrooms
- (1) PoE switch
- (1) battery backup

INSTALLATION

- The surveillance system installation is to be completed by a local business to ensure timely installation and service when required.

Training:

- The installation company must provide constant communication and training with new software updates and firmware upgrades.

Monitoring:

- The installation company must also possess monitoring capabilities and can assist Plain City and local law enforcement as needs arise. Monitoring is on a monthly basis and can be turned on or off as needed.

Maintenance:

- The installing company must perform bi-weekly system checks for firmware upgrades and software updates. They may also perform monthly cleaning of camera lenses with mild soap and water. The installing company must also ensure a 3-hour anytime guarantee to respond to technical issues to ensure uptime.

Upgrades:

- The surveillance system needs expansion capabilities to integrate more surveillance cameras, etc. in the future.

UNITED DEFENSE SYSTEMS

August 1, 2024



BID PROPOSAL

Bill to		
Customer Plain City Corporation	Quote Valid Until September 1, 2024 Representative Troy May	
Location Plain City Parks	Project	

Description	Unit price	Qty	Subtotal	Tax		Line total
Axis P4708-PLVE	\$1,299.00	1	\$1,299.00	EX		\$1,299.00
Axis P3727-PLE	\$1,499.00	1	\$1,499.00	EX		\$1,499.00
Axis M3215-LVE	\$589.00	5	\$2,945.00	EX		\$2,945.00
Axis Q6100-E	\$1,731.00	12	\$20,772.00	EX		\$20,772.00
Axis Q6135-LE	\$2,649.00	12	\$31,788.00	EX		\$31,788.00
Axis Q1700-LE	\$1,399.00	2	\$2,798.00	EX		\$2,798.00
Axis C1310-E	\$599.00	9	\$5,391.00	EX		\$5,391.00
Axis T8508 PoE switch	\$449.00	11	\$4,939.00	EX		\$4,939.00
Axis T91D62 mounting parapet	\$379.00	12	\$4,548.00	EX		\$4,548.00
Axis T92D61 mounting bracket	\$99.00	1	\$99.00	EX		\$99.00
48 hr battery backup	\$1,475.00	11	\$16,225.00	EX		\$16,225.00

Description	Unit price	Qty	Subtotal	Tax		Line total
Axis 1TB memory cards	\$429.00	34	\$14,586.00	EX		\$14,586.00
Connectors	\$24.99	6	\$149.94	EX		\$149.94
Cat6 Wire-outdoor, waterproof 1000ft	\$236.99	6	\$1,421.94	EX		\$1,421.94
Custom signage for buildings in parks	\$150.00	32	\$4,800	EX		\$4,800.00
Labor-3 weeks completion time to install hardware and program software	\$350.00	120	\$42,000.00			\$42,000.00
	SUBTOTAL					\$155,260.88
	TAX					EXEMPT
	TOTAL					\$155,260.88

***System includes 5-yr warranty on components and lifetime warranty on installation**



MEMORANDUM

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: July 30, 2024

Subject: 2024 Street Maintenance Project

In Response to our Advertisement for Bid for the 2024 Street Maintenance Project, bids were accepted at the Plain City Offices on July 30, 2024. Three bids were received by the 10:00 a.m. deadline. The bid results are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
1. C&B Striping	\$ 387,042.75
2. Staker Parson Companies	\$ 446,446.00
3. Post Asphalt and Construction.	\$ 447,450.00

We have reviewed the submitted bids for discrepancies and found one minor error in the bid submitted by C&B Striping. Consequently, we recommend awarding the project to C&B Striping for \$ 387,042.75.

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

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY
TO ESTABLISH A SERVICE AGREEMENT FOR ONGOING MUNICIPAL
CODE DRAFTING AND PLANNING SERVICES BETWEEN PLAIN CITY AND
HANSEN PLANNING GROUP, LLC**

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 is interested in establishing a service agreement for ongoing municipal code drafting and planning services between Plain City and Hansen Planning Group, LLC and finds that to be in the best interest of Plain City.

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, establishes service agreement with Hansen Planning Group, LLC.

PASSED AND APPROVED by the Plain City Council this ____ day of August, 2024.

Voting:

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

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

SERVICE AGREEMENT FOR ONGOING MUNICIPAL CODE DRAFTING AND PLANNING SERVICES

BETWEEN PLAIN CITY AND HANSEN PLANNING GROUP, LLC

This is an Agreement effective as of the date of signing, between Plain City (“the City”) and Hansen Planning Group, LLC (“HPG”). The purpose of this Agreement is primarily to support the City as it revises and applies its subdivision ordinances and seeks miscellaneous planning assistance.

RECITALS

WHEREAS the City desires guidance as it applies and amends its subdivision ordinances;

WHEREAS HPG possesses the expertise, qualifications, resources, and desire to assist the City; and

WHEREAS the City wishes to hire HPG on an ongoing, as-needed basis to provide planning, consulting, and municipal-code-editing services;

NOW THEREFORE, in consideration of their mutual covenants as set forth herein, the City and HPG agree as follows:

COVENANTS

1. Scope

- 1.1. Subject to the availability of HPG personnel, HPG shall provide services when and to the extent requested by the City.
- 1.2. Services shall be performed on an as-needed basis.
- 1.3. HPG may agree to perform any service related to planning, ordinance drafting, and local government administration.
- 1.4. Upon this Agreement becoming effective, HPG is authorized to begin providing services.

2. Quality of Work and Standard of Care in Providing Services

- 2.1. HPG shall perform all services under this Agreement in a manner consistent with and limited to the standard of care applicable to such services, which is that HPG shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

3. Payment for Services

- 3.1. In consideration for the services HPG shall provide under this Agreement, the City agrees to pay HPG for the time its personnel, including employees and subcontractors, spend providing the services at an hourly rate of \$160.
- 3.2. The City further agrees to compensate HPG, at the above hourly rate, for services rendered after July 1, 2024, and before the signing of this Agreement, which services were performed in contemplation of this Agreement.
- 3.3. The services to which HPG may apply its hourly rate include any work done by HPG in reasonable furtherance of the deliverables and tasks requested by the City, including but not

- limited to research, drafting, client advisement, event or meeting facilitation, travel to and from in-person meetings, and administrative work (including billing).
- 3.4. HPG may submit invoices to the City for services provided at reasonable intervals.
- 3.5. The City shall pay each invoice submitted by HPG within 30 days of receipt.

TERMS

4. Termination of Agreement

- 4.1. This Agreement shall terminate in the event either party provides written notice to the other of the termination. Either party may terminate the Agreement for convenience.
- 4.2. Upon termination, HPG shall stop all work and deliver any drafts or deliverables currently in progress.

5. Ownership of Work Product

- 5.1. The City shall own copies of any final work product produced and delivered by HPG to the City, and the City shall have the right to use said copies for any purpose.
- 5.2. Notwithstanding 5.1, HPG shall retain ownership of the original version of any document delivered to the City as well as all other documents, systems, and processes produced by HPG in furtherance of the Project; HPG shall have the right to use said documents, systems, and processes for any purpose.

6. Whole Agreement

- 6.1. This document constitutes the entire agreement between the City and HPG. Both the City and HPG attest that they are not relying on any prior representation, including proposals.

7. Amendment

- 7.1. This Agreement may be amended at any time by a writing signed by both parties.

8. Disclaimer and City's Need to Seek Legal Advice

- 8.1. The City acknowledges that, while HPG *may* collaborate with or seek advice from licensed attorneys while providing services, neither HPG nor any member of its staff is a licensed attorney; HPG is therefore not authorized to practice law in the State of Utah or any other jurisdiction.
- 8.2. The City agrees not to construe HPG's legislative or planning recommendations as legal advice and acknowledges that it should seek counsel from an attorney licensed to practice in the State of Utah before enacting any ordinance based on any work product that HPG produces or otherwise relying on any recommendation or information that HPG provides.

9. Indemnification of HPG

- 9.1. The City hereby indemnifies and holds harmless HPG for any claim arising from HPG's conduct reasonably related to this agreement or services provided under this Agreement, excepting for actions to enforce the terms of the Agreement.
- 9.2. HPG hereby indemnifies and holds harmless the City for any claim arising from the City's conduct reasonably related to this agreement or services provided under this Agreement, excepting for actions to enforce the terms of the Agreement.

10. Governing Law and Forum

10.1. Any disputes arising under this Agreement or related conduct shall be adjudicated in the Fourth District Court of Utah and shall be governed by the laws of the State of Utah.

SIGNATURES

IN WITNESS WHEREOF, the undersigned, having read and understood this Agreement, and possessing the authority to do so, demonstrate their acceptance of the terms of this Agreement by signing below:

Signature

Name and Title, on behalf of the City

Date



Signature

Mike Hansen, Principal

Name and Title, on behalf of HPG

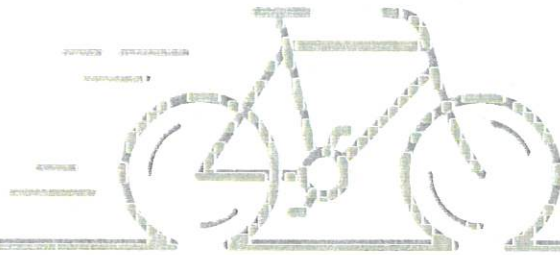
7 August, 2024

Date

Western Weber County Active Transportation Plan Stakeholder Workshop

You're Invited

Join us at the second Public Open House for the Western Weber County Active Transportation Plan (ATP). Come learn and share your feedback about the future network of shared-use paths and paved trails for non-motorized modes of transportation in Western Weber County. This network aims to not only improve commuting and recreational options but also create seamless connections to sought-after community-focused destinations.



City staff, elected officials, advocacy organizations



Thursday, Aug. 22, 2024



2:30 - 4:00 p.m.



Marriott-Slaterville City Hall
1570 West 400 North
Marriott-Slaterville, UT

Project Overview

The purpose of this project is to promote active transportation by increasing access to non-motorized trail systems in the communities of Hooper, Roy, West Haven, Marriott-Slaterville, and Plain City. The study reviewed opportunities along canal and slough systems, powerline corridors, existing pathways and new development areas. The area is also undergoing a surge of population growth. With the ATP, cities will be better able to plan for future trail systems as new developments are built.

