

The City Council of Plain City had a **special meeting** on Monday, November 17, 2025 at City Hall beginning at 5:00 p.m.

Present: Mayor Jon Beesley, Councilmembers Rachael Beal, Jed Jenkins, Jan Wilson and Luigi Panunzio
Excused: Councilmember Adam Favero
Via Zoom: Diane Hirschi
Staff: Stacy Adams
Also Attending: Councilmember Beal's daughter and Councilmember Panunzio's son

Mayor Jon Beesley called the meeting to the order.

The purpose of the special meeting is to canvass the 2025 municipal election. The Mayor turned the time over to Diane Hirschi (via Zoom).

Diane reported that there are 5217 registered voters in the city and 2252 (43.17%) votes were cast. 5260 ballots were mailed to voters. 3008 ballots were not returned by voters and there were 64 ballots that were undeliverable. 9 ballots were not counted (5 were returned past the deadline, 4 were unsigned).

For the Mayor's race, Phil F Meyer received 1400 votes. Shawna Faulkner received 842 votes. Phil Myer will take office in January.

For the City Council race, Jed Jenkins received 1283 votes. Luigi Panunzio received 1157 votes. Sean Jones received 870 votes. Robert Jenkins Lamb received 787 votes.

Jed Jenkins and Luigi Panunzio will start another term in January.

Diane thanked the candidates and also Weber County Elections for their awesome work.

Councilmember Wilson made a motion to accept the 2025 canvass results of the November Municipal election as presented. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.

At 5:05 pm, Councilmember Panunzio moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

City Recorder

Mayor

Date approved

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, November 20, 2025 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Jed Jenkins and Rachael Beal
Excused: Jan Wilson, Luigi Panunzio
Staff: Stacy Adams, Dan Schuler
Present: Debbie Allred, Rock Bushman, Mark Roddom, Brett Moulding, Brett Snelgrove, Steve Robinson, Sean Wilkinson, Scott & Carol Manning, Penny Barnes, Rachelle Pierce, Jon Allen, Phil Meyer, Charis Sully, Josh Sully, Sherry Barker,
Via on Zoom: Diane Hirschi, Brandan Quinney, Mike Phillips, cjand, Unhui Larsen, iPhone, PaulsS23+

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

Approval of Minutes from November 6, 2025

Councilmember Jenkins moved to approve the minutes from November 6, 2025, as presented. Councilmember Favero seconded the motion. Councilmembers Beal voted aye. The motion carried.

Comments: Public
None.

Report from Planning Commission

Josh Ableman stated the Planning Commission held a public hearing and motion for a residential overlay rezone for Winegar Trust and Western Basin Land and Livestock. The Planning Commission set a public hearing for December 11, 2025 for a conditional use permit and senior overlay for Kelly's Cove. They also discussed a site plan for O'Reilly Auto Parts, discussed an existing site plan for Everbloom Studio & Co. and discussed a two-lot subdivision for Teddy & Jerry Anderson and discussed Plain City Springs. The Planning Commission meeting for November 27th has been cancelled.

Public Hearing Intent to Annex Certain Parcels Within Weber County

6:40 pm Councilmember Beal moved to open the public hearing. Councilmember Jenkins seconded the motion. Councilmembers Favero voted aye. The motion carried.

Debbie Allred, 3288 W 2600 N, wanted to ask each of the Council members to please listen carefully before voting on this important matter. There are some unresolved issues that need to be addressed before can move forward. Hope the Council will truly listen to the will of the people coming before them and comments taken into consideration. She received notification of Weber County Commission holding a public hearing on September 30th in regards to annexation of some unincorporated islands into Plain City. She and her husband had met with Sean Wilkinson prior to the meeting on ordinances and how their A-1 zoning might change if annexed. Sean stated he was going to recommend the annexation to the County Commissioners and perceived they had already made decision to approve. She believes the annexation is only a recommendation and Plain City should take that into account. Plain City should consider the options and not just lump all the unincorporated areas together, as a one size fits all annexation. Understand that Weber County and Plain City don't want overlapping services, like snow removal, road maintenance and emergency services, but believe there is minimal overlapping services that UDOT and Weber County provide. They have lived on 2600 N for 39 years and had the option to hook up to sewer because of the Diamond E subdivision by Nilson Homes but South side residents were not able to take advantage of due to the high out-of-pocket costs. She knows that Weber County and Plain City have been working together to improve the unincorporated areas of 2200 N and Weber County has already made some improvements to the toad and acquired property to accommodate future improvements. But Weber County made a good faith verbal agreement that they would not complete the improvements until the annexation took place. An interlocal agreement between Weber County and Plain City is currently only a draft, meaning changes can be made. Why is Plain City in such a hurry to get these annexations completed before the incoming Mayor takes office and doesn't get a vote. An interlocal agreement is a long process and likely won't be complete before the end of the year. We 8 residents are requesting that Plain City leave us unincorporated since the benefit for us and Plain City is minimal and doesn't make sense to annex us at this time. Would like to request that the portion of 2600 North be omitted from the proposed annexation and interlocal agreement reflect that change. If nothing else, this issue should be tabled until a later date for more thorough review and discussions.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

Brett Moulding, 3322 W 2200 N, stated he lives on the dirt road that goes East from here and has been a private road since the time he bought it. At some point in time, the County identified a portion of it they wanted and changed the property line. The majority of the properties in the islands that Plain City intends to annex actually the owners of the land do not want to be incorporated. He currently operates an agricultural operation down that road and have cattle there though the Winter. Typically have 40-60 head of cows and do cow-calf operations and move the cattle across the dirt road 8 time a year and move them to the pasture behind. That agricultural operation will be hindered by a paved road with people driving up and down at higher speeds and would need to close the road to move that head across 8 times a year. Also drive a 1500-pound bale tractor across the road which might create a bit of a problem. Hope that Plain City will not incorporate so that his agricultural operation can continue and don't want that business changed or impede because of this incorporation. He was under the impression that State legislature or law required the majority of property owners in an area to agree to the incorporation. Would like to see this wait until the new council is in place. Do not want to be incorporated into Plain City and have no plans for his property except agriculture.

Carol Manning, 3231 W 2600 N, stated even though there is a sign in her house that says "Plain City is my Hometown" and have lived here all my life, it is hard to understand why are being incorporated. What is the benefit of the 8 homes coming into Plain City. Can't understand the cleaning up issues with these islands especially why the County Commissioners when they tried to appeal, forsook us. Saying they were leaving it up to Plain City on whether to incorporate or not. Have concerns on multiple levels, such as living in a low spot next to a little canal and sewer backing up into their house and don't want to pay for that, also paying for additional water, sewer and garbage and storm drain fees just because moved into Plain City. She is perfectly happy being in unincorporated Plain City. I love Plain City but don't really want someone telling me what to do and no real benefit. With the newly built 1,000 homes on the S-curve and additional homes and traffic the County allowed, it is a mess and a hazard.

Jon Allen, 3055 W 2600 N, apologized for not being in a position being able to do a tremendous amount of research on this topic. Wanted to echo the desire of the 8 homes on 2600 N and don't see the purpose of the annexation for so few homes. Would urge the Council to listen to the citizens in those spots and take into consideration the citizens and their property and listen to them. Have yet to hear a compelling reason as to why annexation would benefit those parcels. So don't feel like it is the right thing for the residents in these areas and don't feel it is the right thing for Plain City in general.

Penny Barnes, 3107 W 2600 N, stated which local people know as Center Street. Would really like to still be called the 'Plain City 8', even though live in the unincorporated area. Have lived here all my life, was born and raised here, my roots run deep here and I love Plain City and grateful for the Council's service. Have been questioning why we have to be annexed in the first place, there haven't been any good reasons on why they need to be annexed. Wanting to know the specific and process of whether or not Plain City is required to or not. Would like to see this tabled at least so can figure out more details on sewer and other expenses that might incur.

Rock Bushman, 3350 W 2600 N, stated he seconds what others have been saying, really want to know why the hostile takeover. Why are they being forced on them when it is something they really don't want to do. Would love to see the merits laid out for them and Plain City and they are not hearing that today for as far as he can tell. Didn't vote for anyone in the City and as far as he is concerned, jurisdictions ends at his property line, we are not part of Plain City and encourage the Council not to do it, people don't want it.

Scott Manning, 3231 W 2600 N, stated has lived there 40-45 years and seems like every 5-6 years they try to annex us and it's the same thing, saying need to clean up the islands. Believe Buddy Sadler said at a meeting in the past he wanted to table it because the people didn't want it and didn't want to force it on them. Aren't you people for the people, trying to serve the people, so we don't want it, why force it.

Josh Ableman, 4158 W Pioneer Rd, stated he looks at annexations differently since he doesn't reside in those areas. If they want to stay in Weber County, allow them to stay in Weber County. What he concentrates on more is the amount of open space that is involved in annexation. Seeing the developments around the S-curve subdivision and what Weber County Commissioner approved when Plain City and Farr West said no that they did not want that amount of houses or development. The County took it upon themselves to approve the development anyway, even though our elected officials were against it, Not ready to allow our current County Commissioners to decide on what kind of developments goes in our community, especially when we are against it. Don't have a dog in the fight, but when he drives down the S-curve and see the large subdivision, and have to sit on old highway and 2700 for a long time because for all the homes and the County wants to quadruple the amount of people. So, let's take the power out of the County Commissions that obviously could care less what we think because they will do whatever they want and allow our elected officials to do their job and hopefully we can control that a little bit more.

Sean Wilkinson, Weber County, stated he understands the concerns of residents and has talked to many of them. He said he would explain a little bit about how the annexation process works and why certain areas are included and other are left out. About 4-5 years ago Commissioner Jenkins met with Mayor Beesley and the topic of improving

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

2200 N came up and there was no formal agreement signed but essentially the County and Mayor agreed that the County would improve its portion of the unincorporated part of 2200 N to a certain extent and that in exchange for doing that, the City would annex that property and bring it into the City and take over maintenance of the road. So those were the basic loose terms of the agreement, again nothing is in writing. The County moved forward in good faith and purchased property from several owners on 2200 N. The improvements are not complete but that is because we need to work through this annexation process and see where that goes. There is a draft interlocal agreement in the process right now and that agreement will spell out what the improvements are that the County will complete. That includes the purchase of any additional property and Plain City's obligation to annex. The County Commissioners passed a resolution back in September that identified several portions of islands in unincorporated areas surrounded by Plain City that would be part of this overall annexation. From the County's perspective it is the best practice for us not to have these islands that we serve that are in the middle surrounded by a city and State. There was a question of if there was some kind of protest that citizens can make but in this particular type of annexation, there is not. So this is simply an agreement between the County and the City and if both approve the annexation then the property is annexed. But it has to meet four criteria. 1) The area to be annexed can be more efficiently served by the municipality than the County. 2) The area to be annexed is not likely to be naturally annexed by the municipality in future as the result of urban development. 3) The annexation of the areas is likely to facilitate the consolidation of overlapping functions of local government. 4) The area of the area is likely to result in an equitable distribution of community resources and obligations. The County Commission felt that we clearly met all four of those and so they did approve the resolutions and sent that recommendation for annexation to Plain City Council.

Councilmember Beal asked what the timing was for the interlocal agreement.

Sean Wilkinson stated that there is a draft right now and met on Tuesday with the Mayor and City Attorney and will circulate that after we review it and to the City next week. So the City and Council will be able to look at that and review it prior to the next meeting in December for consideration. Regarding JDC Ranch there has been a lot of back and forth before they approached the County, it was pushed to Plain City and Farr West and there were a lot of negotiation back and forth on the number of lots and size of lots and it was too much for both Cities, so the County did approve the development there. Originally it was 725 units and then moving forward, Nilson Homes approached the County about an additional 275 units of moderate-income housing and those additional units are deed-restricted at a lower market rate. If it was up to him, they would be in Plain City and the County did try to push those to be annexed. There is a restriction that if they submitted a plan to the County the County could not do this process so they already applied for their plan, plot map and process through the County and the forced annexation was off the table. So the County approved part of the islands to be annexed into Plain City. To clarify citizens questions regarding zoning, they would remain the same unless Plain City or the citizen decided to change it. There are 3 parcels that were overlooked in this process that should have been included just West of JDC Ranch but mistakenly assumed they were part of JDC Ranch and a non-starter for this discussion, they are owned by Rocky Mountain Power and 2 other private owners.

Councilmember Beal asked if those parcels might come back to the Council to annex those at a future time, would we be able to annex those three parcels into this little triangle on 2600 N that were missed.

Sean Wilkinson stated that they would have to do a whole other process in the future for those sections to annex into Plain City. The County wouldn't be able to amend now, would have to start the process over again for those three parcels. Another thing to address is the State Road and understand that where those accesses are, are not the best spots, they were approved by UDOT and their standards and not approved or any input by the County. Also, remember that when we're working with Nilson homes and Buddy Sadler was adamant that not being at that corner but UDOT said that is where it is going and the Council was fighting against that.

Mayor Beesley thanked everyone for their comments and Sean for his time.

7:19 pm Councilmember Jenkins moved to close the public hearing. Councilmember Beal seconded the motion. Councilmembers Favero voted aye. The motion carried.

Discussion Transfer Station

Mayor Beesley stated this is regrading where our garbage is hauled to and was brought up a little bit last week and have Sean Wilkinson from the County and a representative from Robinson Waste to go through the contracts and questions we have.

Steve Robinson from Robinson Waste stated he is here with Brett Snelgrove from Ogden Transfer Station and they wanted to introduce themselves and answer any questions and any misinformation the Council might have. They wanted to clarify misinformation regarding their transfer station, that they cannot offer curbside or drop-off services that the County does. In fact they can and do offer all those services that the County provides and more, also have services from dropping off cardboard for residents that have large amounts as well as glass. We actually offer more services than the County does. A second misunderstanding is that if don't sign with the County, that the County will close. That we will proceed to gouge the cities on these rates and the County knows this to not true and ironic and

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

illogical for the County to insinuate this. While attempting to have the city sign a 20-year deal with no price and open-ended price, that just doesn't make sense to anybody. We are the ones offering transparency in our services so can budget year after year as long as want to extend that out. So, we urge the City not to sign that and feel like out rates are always going to be extremely competitive. We are a private business, private entity and so we are pretty efficient. It is a state-of-the-art facility and Brett can take you on a tour any time if any of you would like to go out there. He knows the operation and the details of that inside and out and can show you where we are more efficient and can offer competitive rates. Have been in business for 50-something years and honestly as a business it would not be smart, it's stupid, to try to gouge anybody. It breeds distrust and with decades of providing waste services we are the ones offering to be transparent and what can budget for, not as 20-year deal with the history shown of increases and right in the middle of a budget year and unannounced and not much notice. Seems like a little bit of nonsense to even put that kind of an offer out there where have no ideas what could be paying for your disposal service.

Brett Snelgrove stated as a private business we'd love to compete and know Plain City is not huge, they're not the gorilla in the room, but there is still money to be saved, even if it is a couple of bucks that goes on to constitutes, more importantly. Let the haulers decide, let them compete for it and let them save all your citizens money. We are just here to compete. Would love to earn your business as well with that but if ever interested to come down for a tour, we'd love to show you around. We have never had beef with the County, all we are trying to do is grow our business, but there has been some misinformation put out there that we just wanted to clarify that we can offer all those services,

Steve Robinson stated we do it in a very efficient way and is an impressive operation. We can load trucks in about 8 minutes and have very limited staff because of the state-of-the-art facility. You are welcome to get ahold of Brett and come out anytime.

Brett Snelgrove stated competition is good and Sean is a great guy and have dealt with the County and have nothing against the County. We don't want the County to go away, they offer good services. In an ideal world we can both compete, but there is an opportunity and just seems silly to sign a long-term agreement without pricing transparency. Again services are offered at both, so let compete and let the free market do what it's supposed to do.

Councilmember Beal stated the contract from Ogden Transfer Station they were provided is blank, not seeing any numbers or contract length or pricing, it's very vague.

Steve Robinson stated \$48 a ton and we are flexible as a private industry and we are able to offer some different terms and things like that as a private business.

Councilmember Favero stated don't want to speak for the County but they are a public entity and have read their contract but was curious about your terms of service because there are a lot of things that would go into a negotiation.

Councilmember Beal asked if there is there an addendum for the cardboard and glass pickup. Is that free for citizens to come in for to use.

Brett Snelgrove stated they do have a flat rate for cars that it is set up for. There are bins behind their gate, just because have had some issues with couches being thrown in and don't want waste to go place it shouldn't be. We can change and modify our cans so that only glass and things like that can be put in. We are willing to work with cities if there are parks or other locations at certain times. We have flexibility to drop an extra can and then make sure it gets picked up. But the recycling we do already and partnered with Waste Management, so we operate MRF and do a negative sort and send our stuff bailed down to Waste Management's facility in Salt Lake. They have about a 98% capture rate right now, which is phenomenal, they have 12-14 optical sorters, millions of dollars spent on that. We partner with them to make sure recycling can happen. Those are recycling services that we provide and are willing to work those things out. We are not going anywhere, we built a big building and are just trying to earn the City's business and continue to move forward. We know residents like recycling programs and hasn't worked for everyone and some weren't doing it correctly but we are in full swing and making it the most efficient. Steve and I would love to sit down and go through out contract and terms and things like that and what we have flexibility for and if it's a year or 2 years, we are able to negotiate and can do that offline. If need to cancel, our motto is if we can't earn your business, we don't deserve to have it. That is how Steve's run his business and he's been in business longer than I have been alive and has great customers that can attest to it and great customer service is how you keep customers. There will be an increase yearly of what the CPI is, 2.5, 2.1, 3.6 whatever the cost per household income is, historically use the CPI but could tie to a different index. We can discuss all those things the Council would like to see in there but we are highly competitive in out rates.

Councilmember Favero stated there is not a lot of detail in the contract they were provided to ask questions but still don't know how make money on recycling, not many companies can, but to be fair the County contract doesn't have a lot of info either, not a lot of details as far as the nitty-gritty, but have a few more details on 2 years to cancel.

Brett Snelgrove stated he apologizes for the boilerplate of a contract the Council was provided but can discuss more in detail.

Sean Wilkinson from Weber County thanked the Mayor for the opportunity to speak. Know they have the proposed County's contract in front of them and a couple things that the county provides as a service. We are a government

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

entity, not a business, they are absolutely right. They came in and told us their goal was to take over all of the commercial waste and to get all the cities to come there and essentially put the County out of business. If we wanted to keep some services that we are providing that don't make a lot of money, it is not what the County is here to do, make money. We are an enterprise fund and operate on the fees we receive. We do not collect taxes to run the transfer station. So with that being said, we have lost a lot of commercial waste to this new transfer station. Republic Services has a contract with the County, they haul their waste from our transfer station out to the landfill. Previously they were bringing all their commercial waste to us, but when the new transfer station opened, they formed a deal with Republic. Believe it is a 1-year deal with options to renew and are about \$2.50 cheaper than what they get at the County right now. So \$47.50, I think, versus \$50.00 a ton, so Republic thought that was a great deal. The waste goes out to their landfill still and they get the benefit of both of those. That hurt, that really hurt the County. The Ogden Transfer Station has also purchased Econowaste, who haul for Plain City. Robinson Waste is part of that now, so we don't have any commercial waste coming to our transfer station. Also learned today that ACE is now taking their commercial waste to this new transfer station as well. The question the County Commissioners are asking cities is the services the County provides valuable to the cities? If it is, we are asking you to extend the current contract that we have in place right now. Plain City last year, signed a two-year contract that renews for a 2-year term up to 12 years and has a 6-month clause. So, if the City wrote them a letter that Plain City was opting out, in 6 months could do that. The County is asking for instead of a 2-year term, a 5-year term with a 2-year opt out clause and the 5-year term could renew for 3 additional terms, so a total of 20 years for that contract with a 2-year out clause. That gives the County time to react. We are a government entity and not a private business. We cannot offer special deals to different cities or different haulers, it's not how that works, we have to treat everybody fairly. With that being said, want to talk about the transparency discussion. Think it is wrong to say the County has not been transparent. WACOG has a subcommittee devoted directly to the transfer station, believe Mayor Beesley sat on that one year. Decisions that are made at the transfer station are run through that subcommittee and are reported back to the WACOG. To say the County just willy-nilly throws around increases is blatantly false and it is a little offensive. I have a history of all the increase that could show, since the time have been at the transfer station. If you look at the website of the Ogden Transfer Station there is not a price per ton listed. Have asked the question twice and have not gotten a clear response about what a citizen will pay when they go that scale. So that might be a question to ask tonight, because if the transfer station closes, your citizens will be going there and don't know what the price is. So, what we are asking is, is it worth it to have two options, if all the cities sign the contract and we become one, essentially. A County-wide transfer station, almost like a special service district, does that hold a benefit for the City. If the County goes out of business and sit on the sidelines. Maybe the County sells or just see what happens, but we are losing money and will continue to lose money because of the commercial waste that we've lost. The County does have a fund balance, we've managed our business very well over the last few years and can operate for 2-3 years if we need to, but don't want to eat into that fund balance down to nothing. So the County Commissioners would like to make a decision very quickly. The County also has to renew our contract with Republic Services by June of 2026, so that decision has to be very soon.

Councilmember Favero asked a question regarding solid waste and what defines trash that doesn't make money, besides what has been mentioned and what does make money. Is it the commercial haulers that are dumping large trucks at the facility, making more than an average citizen who is dropping off pickup load.

Sean Wilkinson stated correct, whoever is taking the commercial load, there is far less money to be made from that. So that is why transparency for the dumping fees for the Saturday dumps is important. I was going to ask that questions tonight as a Weber County resident. So if the County closes and if go there, and to know how much would be paying. Councilmembers are welcome to come to the County transfer station as well to see what we do. We do offer a lot of services. Regular garbage dump, constructions and demolition material, household hazardous waste, green waste of all sizes, we grind up wood chips and repurpose them and sell them, we create mulch out of Central Weber Sewer Plant that sell compost, colored wood chips. We also take large boats and campers, things like that, we are a full-service operation. The County has put a lot of investment into the transfer station over that last few years to make it function much better, more efficiently and would love to see it continue operating in the future, but that really does depend on what we can control. If the cities are in business with us and we know what we have, we can't control commercial waste if another business offers a lower price. I think there is more to consider than just the price. Plain City had about 4600 tons and paid \$2 a ton less, looking at \$9,600, close to \$10,000 that is something but was pleased to know when they mentioned just under \$50 a ton, which is where the County is right now, so that is great that the County is competitive in that market. With a private business, they are in business to make money, the County is not. The County is in business to cover its operations and provide a service and your City has a seat at the table. If that is valuable and that is something to consider as you decide where your waste goes.

Councilmember Beal stated her issue is being locked into a 2-year contract, that is a very bitter pill to swallow and doesn't seem fair to the residents.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

Sean Wilkinson states he spoke with Commissioner Froer and North Ogden and Pleasant View had the same question and there are discussions about making that one year, that seems reasonable and think they would be open to that. That is something I am discussing with the Commissioners next week. And will likely present at the next WACOG meeting. Did receive 2 emails today that two cities have decide to stick with the County and possibly one more and received a contract from Marriot-Slaterville and Washington Terrace signed their contract. There have been increase in the past and made some price increases over the years but very few have been to cover the County's direct costs. In 2022 there was 9% increase due to fuel after the pandemic and 2023 a 13.2% increase from the MBI of Republic's hauler, the County did not pass all that onto the cities, but had to pass part of it on, otherwise price increase have been minimal and certainly below the CPI.

Councilmember Beal asked if they have the ability to do carboard or glass recycling at all or if able to offer bins residents could drop at city parks or other locations since not all families can make a trip to the landfill and would be a great service. **Councilmember Favero** agreed and could be a conversation for another time.

Sean Wilkinson stated they do not offer recycling services, they do pull metal and cardboard but not pulling cardboard as it is not worth much and metal has gone down as well, but do pull some of those things. Do offer recycling service to citizens on everything that comes to the transfer station and is transferred to the landfill and that is offered at the landfill. **Discussion was tabled to next meeting.**

Discussion/Motion Ordinance - Approval of Residential Overlay with Public Amenities for Winegar Trust and Western Basin Land and Livestock approx. 2500 N 5100 W zoned RE-18.5 (David Pitcher)

Councilmember Favero stated he doesn't think he has ever seen Western Basin Land and Livestock on the rezone application before, was it excluded from the overlay.

David Pitcher stated it was on the application, including the parcel and made sure the map was the same. It was a brand new application to included their APN number. It included the parcel number on it and I actually put all the envelopes because I felt bad that staff had already done one for us and didn't want to have them restuff a couple hundred envelopes for us, so it was on there. They wanted to clarify that it was only the row of houses and the Northern portion of the Marriott property that was not included because didn't want there to be any confusion of an overlay on that property, it was discussed.

Mayor Beesley asked Diane if it was included in the rezone application for the 18.5 on the Winegar property.

Diane stated whether somebody missed that and didn't get it to her, that is the only one that we have actually rezoned, on Marriott piece. Because can't rezone half of a piece of parcel, half a property.

David Pitcher stated he can't say exactly what parcels were on it but it was definitely on the application and was definitely sent out to the county because we actually drew the line on the maps ourselves and had to put it in the application because that number was wrong, there was a zero missing on the original application.

Mayor Beesley stated think Council needs to figure out and straightened up prior to approval of the motion, verify parcel numbers that are incomplete. Since we have the overlay application in front of them and not the rezone.

Diane stated the overlay application the parcel numbers are incorrect.

David Pitcher stated the application was submitted and paid for and staff labeled and stamped envelopes and we came to our agreement with Marriott's and resubmitted an application and also came with Mr. Hogan and redid all the envelopes and put in a new application and that had the Marriott APN and we actually drew a line on the South half of the Marriott in pen so that it was clear and the South end was only that. We corrected the application and we sent the correct thing out to the public.

Mayor Beesley confirmed with Diane that they cannot rezone a partial parcel. Diane stated right, this would have had to gone through either as a minor subdivision to split that or similar process.

Brandon Quinney stated as far as the zoning of a property, not just for tax purposes but for State, border actions when we send this to the State to rezone, need to have property lines that the rezone aligns with. That is how property descriptions are created that describes the area. So think would run into an issue not only at the County level with recording it but State level having them approve it as well. Just to ensure that we don't run into those issues on the upper levels, want to make sure that we have a subdivision in place and we have rezoned parcels and whole parcels and not a portion of a parcel.

David Pitcher stated he thinks he understands the City's concerns with that parcel and subdivision. Since this is a first phase, do they need to create that parcel now.

Brandon Quinney stated yes, that would be a subdivision of property that would have to follow the process of subdividing a property, especially where this ordinance was passed even if was part of the application, the ordinance does not address that parcel or even a portion of it. Would have to run through the process of rezoning that subdivided piece of property as well, the legislative process. Before this overlay can take effect in that Southern portion of the Marriot property.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2025

David Pitvcher stated he understand this would not be approved tonight and need to go back and create a parcel and once that's done on our end, need to come back and get the city to rezone that parcel. We'll figure out that the issue was with the application and the third step would be to come back and get the overlay approved.

Brandon Quinney stated yes, that is his understanding and the city can help with the timeline as the developer since might be different than the City's timeline. Those can happen at the same time almost the same time because can submit for a subdivision and submit for a rezone at the same time and can hold those hearings one after another, so have official actions of approving a subdivision and then rezoning can happen within a short period of each other. So doesn't necessarily have to be one done and then do the other but things moving along simultaneously.

David Pitcher clarified that cant subdivide just be legal description, have to get approval for the strip.

Brandon Quinney stated yes, all subdivision for the City, per City code, all subdivisions have to run through the subdivision application.

David Pirchter stated he understands and they'll proceed with that.

Councilmember Favero stated he has concerns addressing 2200 N as it related to the East end going up to State Road 4350. Are there plans to improve it, since it is only about 20 feet wide and ties into the new road they are proposing.

David Pitcher stated their plans would align with what the City is essentially requiring as part of the improvement plan.

Mayor Beesley stated let's give Brandon time to dig in some more and get his answers and not denying but by tabling the motion gives them a little more time and a clear path forward for them.

David Pitcher stated he understand the steps they need to move forward and will figure out what happened.

Councilmember Jenkins moved to table the Approval of Residential Overlay with Public Amenities for Winegar Trust and Western Basin Land and Livestock. Councilmember Favero seconded the motion.

Councilmembers Beal voted aye. The motion carried.

Motion: Approval of Business Licenses

Everbloom Studio + Co 2414 N 4350 W #B Tayler Richins Rental Studio Small events/photography

Councilmember Beal moved to approve the business licenses as presented. Councilmember Favero seconded the motion. Councilmembers Jenkins voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 11/1/2025 to 11/19/2025. **Councilmember Jenkins moved to approve and pay the bills as presented. Councilmember Favero seconded the motion. Councilmembers Beal voted aye. The motion carried.**

Report from City Council

Councilmember Beal stated Colette was working with Diane on the America 250 celebration and City resolution.

Mayor Beesley stated the City Christmas parade and tree lighting will be on Saturday December 6th at Lee Olsen Park. The city crew worked really hard to get all these lights up, and they do a great job. So, come on out and enjoy that.

At 8:23 p.m. Councilmember Jenkins moved to adjourn and was seconded by Councilmember Favero. The vote was unanimous.

Mayor

City Recorder

Date approved _____

RESOLUTION NO.

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT
WITH WEBER COUNTY FOR ANNEXATION OF PROPERTY AND COMPLETION
OF ROAD IMPROVEMENTS**

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 has entered into negotiations with Weber County regarding the annexation of certain unincorporated islands in Weber County and the completion of related road improvements; and

WHEREAS, the City and Weber County have formalized their negotiations into an interlocal cooperation agreement, which is attached hereto, which has been formed in accordance with Utah Code Title 11, Chapter 13, Interlocal Cooperation Act (herein "Act"); and

WHEREAS, The City has determined the terms of this interlocal agreement are fair and advantageous to the City; and the Council desires to approve this interlocal agreement by resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Council that, in accordance with the Act, the attached interlocal agreement with Weber County is **APPROVED**. The agreement shall become effective on the date that (1) the agreement is fully executed **and** (2) a copy of the executed agreement is filed with the keeper of records for each party.

PASSED AND APPROVED by the Plain City Council this ____ day of _____, 2025.

Voting:

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

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

INTERLOCAL COOPERATION AGREEMENT

Between

WEBER COUNTY and
PLAIN CITY

For

ANNEXATION OF PROPERTY AND COMPLETION OF ROAD IMPROVEMENTS

This Agreement is between Weber County ("County"), a political subdivision of the State of Utah, and Plain City ("City"), a political subdivision of the State of Utah. The County and the City are sometimes referred to herein as a "Party" or collectively as the "Parties." The intent of this Agreement is to describe and define the Parties' cooperative efforts to make improvements to 2200 North Street and to ensure that areas that make sense for annexation into Plain City get annexed into the City.

RECITALS

WHEREAS, there is currently an island of unincorporated area adjacent to the City on its east side, between the City and Farr West; and

WHEREAS, the County has improved 2200 North Street through much of the unincorporated island but has been unable to complete the improvements because one property owner has not been willing to sell a strip of land that is needed for the improvements to occur along the frontage of that parcel; and

WHEREAS, on September 30, 2025, the County adopted Resolution 40-2025, a copy of which is attached as Exhibit 1, recommending the annexation into the City of numerous properties within the unincorporated island; and

WHEREAS, the City is willing to annex the properties that were recommended for annexation, but only with assurance that the County will pay for and complete the improvements to 2200 North Street, including paying for the acquisition of the necessary property; and

WHEREAS, the County is willing to pay for and complete the improvements to 2200 North Street, including paying for the acquisition of the necessary property, but only with assurance that the City will annex the properties that were recommended for annexation; and

WHEREAS, the Parties find that the completion of the improvements to 2200 North Street and the annexation into the City of the properties recommended for annexation are in the best interest of the residents of the City and the County, and these actions will contribute

positively to their health, safety, and welfare for various reasons, including those listed in the findings in Exhibit I; and

WHEREAS, Title 11, Chapter 13 of the Utah Code, the Interlocal Cooperation Act (the "Act"), authorizes public agencies to enter into interlocal cooperation agreements for joint or cooperative undertakings involving services that they are each authorized by law to provide; and

WHEREAS, the actions described in this Agreement are within the respective powers of the Parties; and

WHEREAS, a primary purpose of the Act, as stated in section 11-13-102, is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities" in ways that benefit local communities; and

WHEREAS, the Parties have determined that this Agreement is to their mutual advantage and will benefit their residents, and that it is authorized by the Act;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are adopted by reference as part of this Agreement.
2. No later than January 31, 2026, the City will adopt an ordinance approving the annexation of the area proposed for annexation by the County in Resolution 40-2025, which is attached as Exhibit 1.
3. If the County and the City jointly determine that any properties were inadvertently omitted from Resolution 40-2025, the Parties agree to promptly take all steps necessary to ensure the annexation of those properties, together with those listed in Resolution 40-2025. The January 31, 2026 deadline for adopting the ordinance, described in the previous paragraph, may be extended if needed to allow all properties to be combined in one ordinance, as described in this paragraph.
4. Following the adoption of the ordinance approving the annexation, the City will proceed with all required steps to complete the annexation in a reasonably prompt manner, complying with all statutory timelines, including the 60-day requirement in Utah Code § 10-2-813 for filing with the lieutenant governor's office.
5. Following the annexation, the City will acquire the remaining property needed to complete the desired improvements on 2200 North Street.

Commented [CE1]: Does the City prefer to have the three remaining properties added soon, or would the preference be to leave them for some unspecified future time?

6. The County will reimburse the City for the reasonable costs incurred in acquiring the remaining property needed to complete the desired improvements on 2200 North Street, subject to the following provisions:
 - a. The City will make a good faith attempt to acquire the property for its fair market value, whether or not eminent domain is required.
 - b. The City shall consult with the County in making its decisions about how much to agree to pay for the property.
 - c. When requesting reimbursement, the City will share with the County all records showing the basis for the acquisition cost or other requested reimbursement amount.
 - d. If the County disputes the acquisition cost, the County may, at its own expense, obtain expert reviews to determine whether or not the acquisition cost fairly represents the value of the property acquired.
 - e. If two independent qualified expert reviewers separately and independently conclude that the City's acquisition cost for the property exceeded 200% of fair market value, then the County will only be obligated to pay an amount equal to 75% of the City's acquisition cost for the value of the property, unless the County previously consented in writing to the City's payment of the higher acquisition cost.
 - f. In addition to the acquisition cost of the property itself, as described in the paragraphs above, the County will also pay the City's other costs reasonably incurred in the acquisition, including attorneys' fees, appraisal fees, and other associated costs.
 - g. The County already procured the services of an attorney for possible eminent domain involving this property. The City may, at its option, decide to use the services of the same attorney. If not, then the City will inform the County that the attorney's services will not be needed.
7. The County will pay for the desired improvements on 2200 North Street and ensure that they are completed.
 - a. The improvements will consist of piping the drainage ditch and paving the road to a width of 22 feet with 4-inch thick asphalt, in a manner that complies with the City's standard road specifications.
 - b. The County may complete the work itself or may contract out for the performance of the work.
 - c. The improvements must be completed within one year after the City notifies the County that the property acquisition is complete and that the work may proceed.
8. This Agreement establishes a cooperative undertaking, but not a joint venture, between the Parties. Neither Party shall serve as the legal representative or agent of the other Party for any purpose. Neither Party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of

any kind, express or implied, in the name of or on behalf of the other Party. Neither Party shall have any obligation with respect to the other Party's debts or other liabilities.

9. The City and the County are governmental entities subject to the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the "Immunity Act"). It is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts that are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does either Party waive any limits of liability currently provided by the Immunity Act.
10. Each Party will be responsible for maintaining its own financial budget for its participation in this Agreement. There will be no joint budget.
11. This Agreement shall become effective upon (a) its approval and execution by each Party; and (b) the filing of an executed copy of this Agreement with the keeper of records of each Party.
12. Duration of Agreement.
 - a. The Parties may not unilaterally terminate this Agreement, but they may mutually agree to terminate the Agreement at any time.
 - b. Unless terminated earlier by mutual agreement of the Parties, this Agreement shall remain in effect until both Parties have completed their obligations defined above and all applicable statutes of limitations have passed. However, in no case shall the term of the Agreement exceed 50 years.
13. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
14. To comply with the Act (sections 11-13-206 and 11-13-207), the City appoints its [redacted] as its administrator for all matters relating to the City's participation in this Agreement. The County appoints its Community Development director as its administrator for all matters relating to the County's participation in this Agreement. A Party may change the designation of its administrator by providing written notice to the other Party. To the extent that any joint administration of this Agreement becomes necessary, the Parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each Party shall have an equal vote in any decision. However, unless otherwise specified in this Agreement, each Party shall have full authority to act on its own, without coordination with the other Party, in fulfilling its own independent obligations under this Agreement.

15. No separate legal entity is created by this Agreement. There shall be no joint acquisition or joint ownership of property, real or otherwise.
16. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
17. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If an ambiguity or question of intent or interpretation arises, there shall be no presumption in favor of either party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters this Agreement. If the invalidation of the provision materially alters the Agreement, the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
18. This Agreement sets forth the entire understanding of the Parties. All prior negotiations, understandings, representations, inducements, and agreements, whether oral or written, and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be of no force or effect. No amendment to this Agreement shall be valid or binding unless in writing and signed by both Parties.
19. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that he or she is authorized to bind the Party.
20. In satisfaction of additional requirements of the Act, the Parties agree as follows:
 - a. This Agreement shall be authorized and adopted, by resolution, by the legislative bodies of the City and the County, in accordance with section 11-13-202.5 of the Act.
 - b. This Agreement shall be reviewed by a duly authorized attorney on behalf of each Party, in accordance with section 11-13-202.5(3) of the Act.
 - c. A duly executed copy of this Agreement shall be filed promptly with the keeper of records of each Party, pursuant to section 11-13-209 of the Act.
 - d. Promptly after execution of this Agreement by the Parties, each Party shall publish notice regarding this Agreement pursuant to section 11-13-219 of the Act.

Both Parties hereby agree to the conditions of this Agreement.

PLAIN CITY

BY: _____ DATED: _____

Approved: _____
City Attorney

WEBER COUNTY

BY: _____ DATED: _____
Sharon Bolos
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney

EXHIBIT 1

Copy of Weber County Resolution 40-2025, adopted September 30, 2025

ORDINANCE

AN ORDINANCE PROVIDING FOR THE ANNEXATION TO THE CITY OF PLAIN CITY PARCELS OF LAND DECLARING ANNEXATION THEREFORE AND THE EXTENSION OF THE CORPORATE BOUNDARIES OF THE CITY OF PLAIN CITY

Section 1. Recitals

WHEREAS, the owners of certain real property, described below, desire to annex such real property to the corporate limits of Plain City, Utah; and

WHEREAS, said real property is located within the area proposed for annexation and covers a majority of the private land area within the area proposed for annexation; and

WHEREAS, said real property is equal in value to at least one-third (1/3) of the value of all private real property within the area proposed for annexation; and

WHEREAS, said real property is a contiguous, unincorporated area contiguous to the boundaries of Plain City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, said property is developed and covers an area that is equivalent to less than five percent (5%) of the total land mass of all private real property within Plain City; and

WHEREAS, said owners have caused a Petition for Annexation to be filed with the city, together with an accurate plat of the real property which was made under the supervision of a competent, licensed surveyor; and

WHEREAS, on September 30, 2025?, the Plain City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

WHEREAS, the City Council published and mailed notice of the Certification, as required by law and no timely protests have been filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the City Council held the required public hearing after giving notice as required by law, and has determined the referenced annexation is desirable;

NOW THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated 1953, as amended, the City Council of Plain City, Utah hereby adopts, passes and publishes the following:

**AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP, ANNEXING
CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS
OF PLAIN CITY, UTAH.**

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

Section 2. Annexation of Territory

There is hereby annexed to the City of Plain City, County of Weber, State of Utah, and incorporated within the corporate boundaries thereof, the following territory herein described:

Legal Description – Our engineer is working on legal descriptions for each of the three sections.

Section 3 – New Corporate Limits.

The corporate limits of the City of Plain City are hereby extended and increased so as to include and embrace within the corporate limits of the City, the territory described herein and such territory is hereby declared to be a part of the City of Plain City.

Section 4 – Classification for Zoning Purposes.

Pursuant to Chapter 8 of the Plain City Municipal Code, the territory herein annexed is classified as follows:

Section 1 – A1/A-2

Section 2 – R-1-11? (The Co has it as R1-10)

Section 3 – A-1/A-2

Section 5 – Accuracy of Map and Annexed Territory.

The map or plat attached to this Ordinance is an accurate map of the territory annexed and such map is hereby adopted as the official map of the territory annexed, and the Mayor of the City of Plain City, is hereby authorized and directed to certify the map as an accurate map of the territory annexed under the provisions of this Ordinance, and to record in the Office of the Weber County Recorder, State of Utah, this Ordinance, together with a certified copy of the official map attached.

Section 6. Prior Ordinances And Resolutions

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

Section 7. Repealer Of Conflicting Enactments

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

Section 8 - Savings Clause

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

Section 8 - Date Of Effect

This Ordinance shall be effective on the _____ day of _____ 2025, and after publication or posting as required by law.

DATED this ____ day of _____, 2025.

PLAIN CITY, a municipal corporation

MAYOR

ATTEST:

CITY RECORDER

[illegible]

Plain City Annexation

Section 1

Section 2

Section 3

Unincorporated

Plain City

Farr-West

GIS

WEBER COUNTY

Legend

Map Scale

North Arrow

Map Date

Map Author

Map Title

Map Description

Map Notes

Map Legend

Map Scale

North Arrow

Map Date

Map Author

Map Title

Map Description

Map Notes

Plain City Annexation

Section 1

Section 2

Section 3

Unincorporated

Plain City

Farr-West

GIS

WEBER COUNTY

Plain City Annexation

Section 1

Section 2

Section 3

Unincorporated

Plain City

Farr-West

GIS

WEBER COUNTY

Plain City Annexation

Section 1

Section 2

Section 3

Unincorporated

Plain City

Farr-West

GIS

WEBER COUNTY

Plain City Annexation

Section 1

Section 2

Section 3

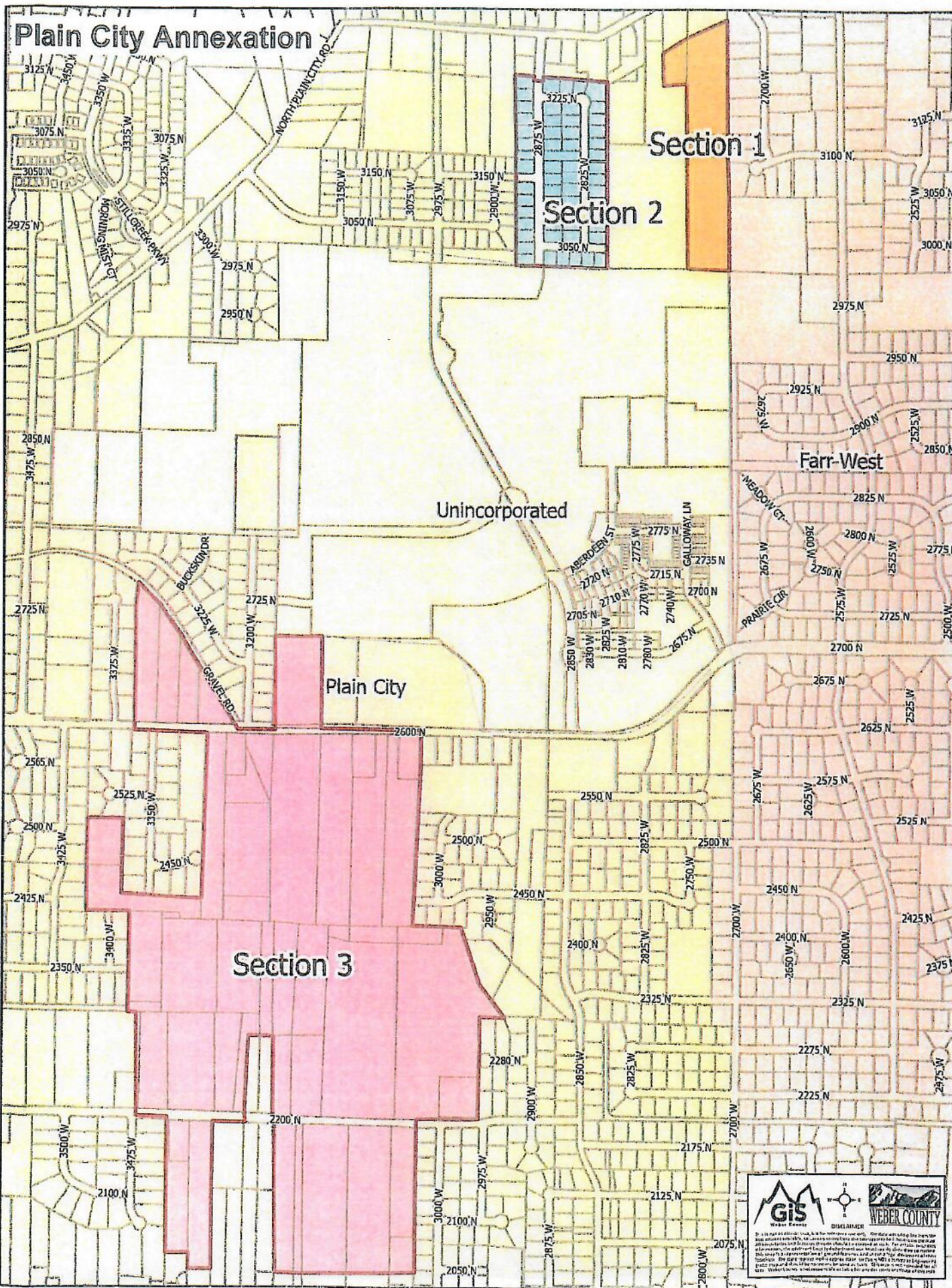
Unincorporated

Plain City

Farr-West

GIS

WEBER COUNTY



NORTH PLAIN CITY RD

Plain City Incorporation
Section 1

STANLEY &
SHAUNA SMITH
FAMILY TRUST
190200083

Plain City

190200082
J HILL
FARMS LLC

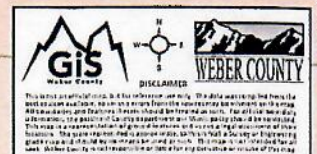
Unincorporated

2700 W

Farr West

3100 N

3050 N



Plain City Incorporation Section 2

3241
NILSON AND
COMPANY INC DBA
NILSON HOMES
194870001

194870002
NILSON AND
COMPANY INC DBA
NILSON HOMES
3229

194870003
NILSON &
COMPANY INC DBA
NILSON HOMES
3221

194870004
NILSON &
COMPANY INC DBA
NILSON HOMES
3209

194870005
NILSON &
COMPANY INC DBA
NILSON HOMES
3197

194870006
NILSON &
COMPANY INC DBA
NILSON HOMES
3185

JDC 194870028
COMMUNITY
LLC

194750001
NILSON &
COMPANY INC DBA
NILSON HOMES

194870027
JDC
COMMUNITY
LLC

2856
JDC
COMMUNITY
LLC
194870026

194870025
JDC
COMMUNITY
LLC
2838

194870024
3230 JDC
COMMUNITY
LLC

3225 N

194870010
NILSON AND
COMPANY INC DBA
NILSON HOMES

194870011
JDC
COMMUNITY
LLC

194870009
NILSON AND 3202
COMPANY INC DBA
NILSON HOMES

194870012
3207 JDC
COMMUNITY
LLC

194870008
NILSON & 3190
COMPANY INC DBA
NILSON HOMES

194870013
JDC 3193
COMMUNITY
LLC

194870007
NILSON & 3180
COMPANY INC DBA
NILSON HOMES

194870014
JDC
COMMUNITY
LLC 3181

JDC 194870028
COMMUNITY
LLC

194750030
NILSON &
COMPANY INC DBA
NILSON HOMES
3158

194870015
3155 JDC
COMMUNITY
LLC

194750029 3148
NILSON &
COMPANY INC DBA
NILSON HOMES

194870016
3145 JDC
COMMUNITY
LLC

3136 NILSON &
COMPANY INC DBA
NILSON HOMES
194750028

3135
STOKER
194750019

3102 NILSON &
COMPANY INC DBA
NILSON HOMES
194750027

194750020
STANSFIELD
3103

194750026
HARRIS
3088

194750021
HARDY
3083

3080 NILSON &
COMPANY INC DBA
NILSON HOMES
194750025

194750022
BLACKHAM
3073

194750024
NILSON &
COMPANY INC DBA
NILSON HOMES

SUTHERLAND
194750023

194870023
JDC
COMMUNITY
3222 LLC

194870022
JDC
COMMUNITY
3210 LLC

JDC 3194
COMMUNITY
LLC
194870021

194870020
JDC 3182
COMMUNITY
LLC

3172 JDC
COMMUNITY
194870019 LLC

JDC-COMMUNITY-194870028
LLC

3154 JDC
COMMUNITY
194870018 LLC

194870017
JDC
COMMUNITY
3142 LLC

194750018
LEONARD
3130

194750017
CRAWFORD
3110

194750016
TIMOTHY &
JOYCE MAHER
REVOCABLE TRUST
3078

194750015
WILLIAMS
3068

194750014
MESSERLY

2875 W

2825 W

Unincorporated

3150 N

AGUILAR
194750002

3099
PERRETT
194750003

3087
NILSON &
COMPANY INC DBA
NILSON HOMES
194750004

194750005
NILSON &
COMPANY INC DBA
NILSON HOMES
3077

194750006
NILSON &
COMPANY INC DBA
NILSON HOMES
3061

194750007
NILSON &
CO INC DBA
NILSON HOMES
3047

194750008
SHOLLY
3039

3050 N

194750009
NILSON &
CO INC DBA
NILSON HOMES

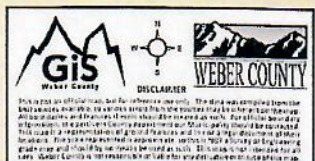
194750010
2855
PASQUINELLI

194750011
NILSON &
COMPANY INC DBA
NILSON HOMES
2833

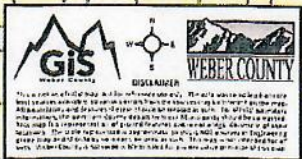
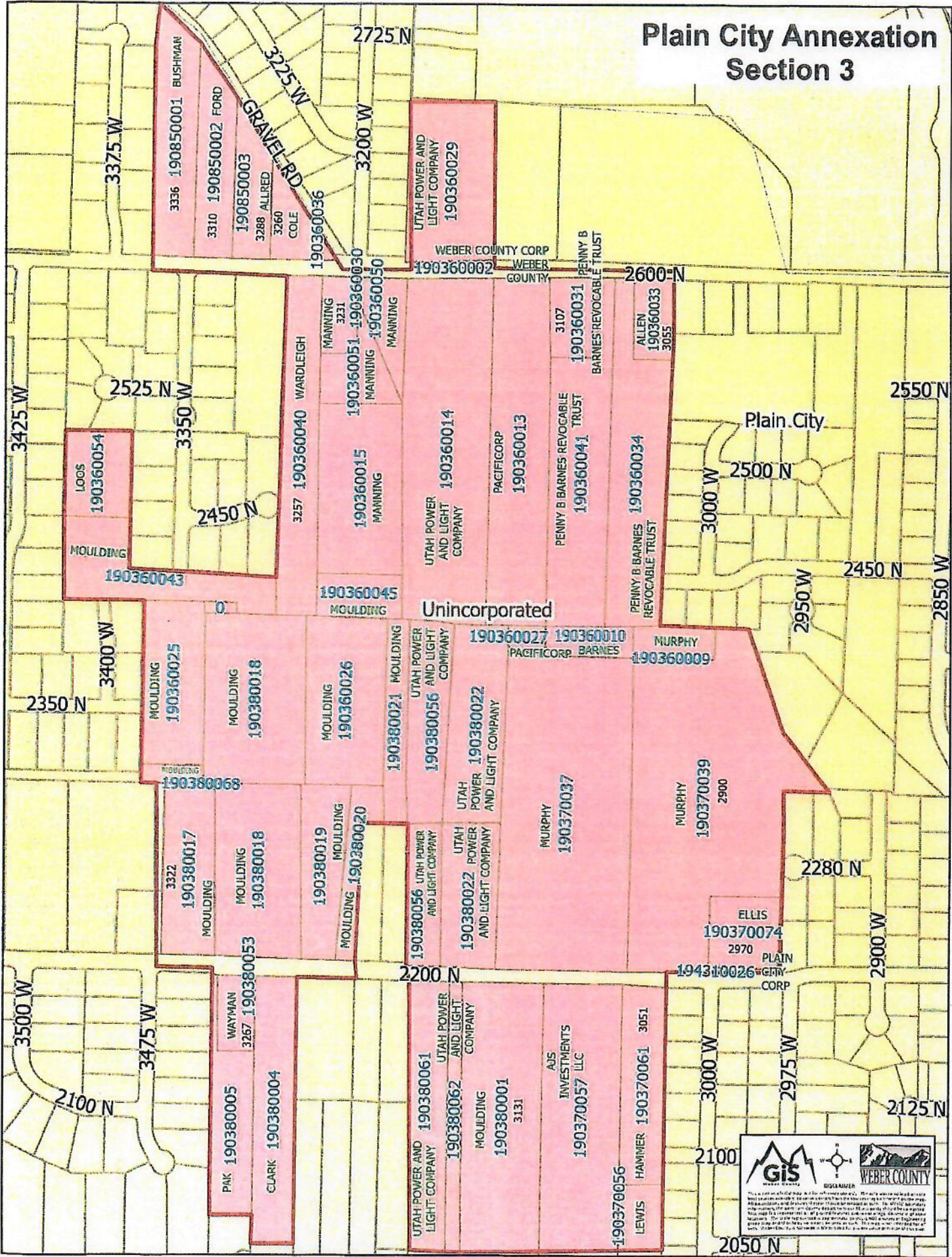
194750012
GONZALES
2821

194750013
FLAKE
2815

Plain City



Plain City Annexation Section 3



Resolution No. 40-2025

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY
RECOMMENDING THE ANNEXATION OF CERTAIN PARCELS WITHIN AN
UNINCORPORATED ISLAND INTO PLAIN CITY**

WHEREAS, pursuant to the provisions of Title 10, Chapter 2, Utah Code Annotated 1953 (UCA), as amended, an area of land consisting of one or more unincorporated islands in a county of the second class may be recommended for annexation into an adjacent city by the Board of County Commissioners, if certain criteria are met; and

WHEREAS, the Board of County Commissioners desires to offer to Plain City (hereinafter referred to as "the City") a recommendation for the annexation of properties in an unincorporated island adjacent to the City; and

WHEREAS, the unincorporated island is within the boundaries of the City's expansion area, as identified in the City's annexation policy plan; and

WHEREAS, the Board of County Commissioners has held a duly noticed public hearing to consider and make recommendation for the annexation of the properties within the unincorporated island into the City;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY AS FOLLOWS:

Section 1. Recommendation. The properties within the unincorporated island, as graphically depicted and listed by county tax identification number (AKA: parcel ID) in Exhibit A are hereby recommended to the City to be annexed into the City.

Section 2. Findings.

- A. The Commission finds that the properties to be annexed into the City can be more efficiently served by the City than by the County; that the properties to be annexed are not likely to be naturally annexed by the City in the future as the result of "urban development," as defined by UCA §10-2-801; that annexation of the properties is likely to facilitate the consolidation of overlapping functions of local government; and that the annexation of the properties is likely to result in an equitable distribution of community resources and obligations.
- B. The Commission finds, as a result of information provided at the public hearing and information previously known, that it will be equitable to leave a portion of the existing island unincorporated.

Section 3. Recommendation for land use regulations. The Commission strongly recommends that the City adopt land use regulations for the subject properties that are consistent with current County regulations in a manner that minimizes legal nonconformities or resolve land use conflicts between existing County regulations and city regulations in favor of the landowner's property rights.

Section 4. Conflict. If any parcel ID has changed from what is listed in the exhibit, the most recent parcel ID for the given geographic boundary of the parcel or parcels shall be construed to be listed herein. In the event there is conflict between the map and any listed parcel ID in the exhibits, the geographic boundary of the parcel shall prevail. Any gap between the legal description of parcels to be annexed, if any, shall be included in the annexation recommendation. Entire street, highway, or railway rights of way adjoining a parcel recommended to be annexed shall be included in the annexation recommendation for the full width of the parcel or parcels.

Section 5. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 6. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of County Commissioners of Weber County
this 30th day of September 2025.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Sharon A. Bolos
Sharon A. Bolos, Chair

Commissioner Bolos Voted	<u>Aye</u>
Commissioner Froerer Voted	<u>Aye</u>
Commissioner Harvey Voted	<u>Aye</u>

ATTEST:

Ricky D. Hatch
Ricky D. Hatch, CPA
Weber County Clerk/Auditor

FOR

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, 2030.
- c. The Agreement shall automatically renew for additional terms of five years each, unless terminated earlier as provided in this Agreement, for a maximum of 20 years (December 31, 2045). 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 two years 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 household waste placed in curb-side containers 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 curb-side recycling and commercial 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 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 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

Interlocal Agreement—Municipal Solid Waste Disposal
Weber County and (CITY)

WEBER COUNTY

By: _____
Gage Froerer
County Commission Chair

DATED: _____

Attest: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

DATED: _____

Approved: _____
Deputy County Attorney

**SERVICES AGREEMENT - DISPOSAL
MIXED SOLID WASTE (MSW)**

OGDEN TRANSFER STATION
3027 Midland Drive, Ogden, Utah
Telephone: (801) 924-8509

Business or City Name, (Customer): _____

Contact Name: _____

Customer Information:

Name:

Address:

City:

State:

Zip:

Phone:

Contact Email:

Type of Waste Generated: Mixed Solid Waste (MSW)

1. **Purpose of Agreement.** _____, ('Customer') and Ogden Transfer Station ('Ogden TS') (The 'Parties') enter into this Agreement to establish terms for disposal, customer's Non-Contaminated and Non Hazardous material at Ogden Transfer Station, located at 3027 Midland Drive, Ogden, Utah. This Agreement provides general terms for all shipments of Customer's material to OTS.
2. **Term and Notices.** Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement (the "Initial Term") shall commence as of the Effective Date and shall remain in effect until _____. This Agreement shall automatically renew for a period of _____ year (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party provides written notice to the other Party at least ninety days before the expiration of the then-applicable Term that it does not desire to extend the Term.
3. **Customer's Responsibilities.**
 - A. **Acceptable Waste.** Customer shall tender only Acceptable Wastes to Ogden TS for transport or disposal. "Acceptable Waste" means material which is Non-Hazardous and which is not precluded from disposal at the Landfill by other law, regulation or governmental restriction.
 - B. **Fees.** For services provided under this Agreement, Customer shall:
 - 1) Pay \$ _____ per ton delivered for MSW to the Ogden TS (3027 Midland Drive, Ogden UT). Rate includes applicable taxes and fees.

8. **Cost or Attorney Fees.** If either Party finds it necessary to retain an attorney to interpret or enforce this Agreement as a result of any default or breach of this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, all attorney fees, costs and expenses incurred by the prevailing party in connection with such default or breach.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
10. **Entire Agreement.** This Agreement and any related signed Profile or NHWM forms constitutes the entire agreement between Customer and WRLF relating to the transport or disposal of IW and supersedes any and all prior agreements, whether written or oral, that may exist between Customer and WRLF. This Agreement shall control in the event of conflict with terms, which may be contained in Certification or Bill of Lading forms signed by WRLF or Customer prior to or subsequent to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CUSTOMER: _____

Signature: _____

Name: _____

Title: _____

Ogden Transfer Station, LLC

Signature: _____

Name: _____

Title: _____



RESOLUTION NO.

**A RESOLUTION SUPPORTING AMERICA250 UTAH AND RECOGNIZING
AND APPROVING THE PLAIN CITY UTAH250 COMMUNITY COMMITTEE**

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, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah);

WHEREAS the mission of America250 Utah is to commemorate and celebrate, reflect on our nation’s past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state;

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission;

WHEREAS, this partnership will be formed by creating a local committee called the Plain City Utah250 Community will focus on important events, people, and places within Plain City to commemorate and celebrate Plain City’s role in America’s 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah

1. Hereby recognizes the Plain City Utah250 Community Committee as its official committee. See attachment A for members of the committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the Plain City Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in Plain City.

PASSED AND APPROVED by the Plain City Council this _____ day of _____, 2025.

Voting:

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

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

Attachment A

Plain City Utah250 Community Committee

Colette Doxey
Jennifer Mickelsen
Leslie Wentz
Mary Speigle
Erin Ulm
Jodi Petersen