

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, February 5, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyers, Councilmembers Adam Favero, Jed Jenkins, Luigi Panunzio, Rachael Beal and Jan Wilson

Staff: Diane Hirschi, Stacy Adams, Brandan Quinney, Dan Schuler

Present: Lt Mark Horton, Charles Ahlstrom, Jacob Daniels, Rod Holtry, Tage Vining, Hadlee Larsen, Hudson Wade, Braden Ellis, Tess Wadsworth, Ramzie Johnson, Matt Hinds, Shaun Fowers, Jason Green

Via on Zoom: Mike Phillips, Milt & Adele Flinders, Sully

Call to Order: Mayor Meyer

Pledge of Allegiance: Mayor Meyer

Invocation/Moment of Silence/Thought: Councilmember Wilson

Approval of Minutes from January 15, 2026

Councilmember Wilson moved to approve the minutes from January 15, 2026, as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.

Comments: Public

Shaun Fowers addressed ongoing speeding issues on his 3475 W. He noted that law enforcement presence is rare and requested more permanent solutions such as speed bumps or stop signs. The mayor asked if Lt. Horton would like to address the council. Lt. Horton explained that stop signs cannot be legally used for speed enforcement, only for intersections. The Weber County Sheriff's Office traffic unit has reduced accidents by 45% in their service areas. Speed bumps were discussed but concerns were raised about emergency response and snow plows. The city will explore using speed trailers additional traffic enforcement.

Report from Planning Commission

Commissioner Ortega stated the Planning Commission had a public hearing and discussion of a rezone of property from RE-18.5 to RE-15 which the Planning Commission recommended to deny and thought a variance would be more appropriate. They had a presentation with Western Weber County Open Space Project. They also discussed a new Planning Commission Chair and Co-Chair which they are set to elect at next meeting.

Discussion/Motion: Review of Commercial Business License Renewal – Brazilian Paradise

Charles Ahlstrom stated he is representing Brazilian Paradise operating at 1772 North, 2250 West by owner Jacob Daniels. Mr. Daniels was granted a commercial business license on January 5, 2023, to operate a food truck business. The business operates multiple food trucks traveling to various events across Utah. The food trucks and trailers are stored on the owner's residential property. The business also rents kitchen space at a technical college in Logan through the Bear River Health Department jurisdiction. The city issued a letter of intent to revoke the business license on December 5, 2025. The business owner was surprised with this letter and states that it was without clear justification. The revocation was based mainly on alleged parking violations and the lack of a brick-and-mortar commercial location. A subsequent memo dated January 14, 2026 detailed additional concerns, including alleged code violations and health department permit issues. The business owner disputes these claims, asserting compliance with city codes and state statutes. Brazilian Paradise holds a commissary agreement and permits with the Bear River Health Department, which covers Cache County and surrounding northern counties. The business conducts events across multiple counties, requiring reciprocal recognition of health permits under state law. Attorney and owner question if his business needs a permit from the Weber Morgan Health Department as well as Bear River if his trucks are stored at his residence in Weber County.

The Plain City Council discussed the intent to revoke the renewal of the commercial business license for Brazilian Paradise. The discussion centered around the appropriateness of the current commercial license in a residentially zoned area, alleged code violations, health department permits, and potential solutions for licensing compliance. The property is zoned residential, but the business stores its food trucks and trailers at the residence and allows employees to park at the residence during their shifts. Staff suggested reclassifying the license as a home occupation but found home occupation licenses fully apply to this mobile food truck business. The presence of employees and commercial-scale operations

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2026

complicates eligibility for a home occupation license. Current city ordinances do not have a specific license category tailored for mobile food truck businesses operating from residential properties. Multiple neighborhood complaints about parking of commercial trailers on the street, including blocking sidewalks and driveways. Code enforcement is complaint-driven and has issued notices for violations such as blocking school children's sidewalk routes. Code Enforcement indicated that city and state codes prohibit parking trailers on sidewalks or blocking pedestrian pathways. Staff presented pictures to the City Council of discharge of gray water from the food trailer into the gutter in front of the owner's home, which violated city storm drain ordinances. City staff noted that if food is stored or prepared in Weber County, a local health permit may be required, but will further review. The city's business license revocation process requires due process, including notice and hearing, which this meeting fulfilled. The renewal decision is discretionary when the business license has been violated, allowing the City Council to consider whether to deny the business license or renew it. The City Council discussed recommendation such as renewal, reclassification, creation of food truck ordinance, possible grant of temporary and denial of license. The City Council discussed balancing regulatory compliance, neighborhood quality of life, and support for local businesses. Brazilian Paradise's business operations conflicts with residential zoning and city code, particularly regarding parking and the impact of the business operations on the neighborhood. The Council opted to table the license renewal decision for approximately one month to conduct further research, explore potential new ordinance options, and seek a compromise solution that allows the business to operate legally while addressing community concerns.

City & State Codes Mentioned

Plain City Code Title III, Chapter I, §13 - Basis for revocation or denial of licenses for failure to comply with city ordinances.

Plain City Code §6-1-3(C4) - Prohibits parking vehicles for sale on public streets for more than 72 hours.

Plain City Code §7-1-5(B) - Prohibits discharge of pollutants into storm drain systems.

Plain City Code §7-1-6(A) - Prohibits driving or parking vehicles on sidewalks except at crossings.

Utah State Code §11-56-103 - Reciprocity of mobile business licenses across political subdivisions within the state.

Utah State Code §11-56-104 - Requirement for health department permits for each food truck operated by a mobile business.

Utah State Code §41-6A-1402 - Governs parking on sidewalks under state traffic laws.

Councilmember Wilson moved to table the commercial business license renewal - Brazilian Paradise until March 5, 2026. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.

Discussion/Motion: Review of Planning Commission Recommendation for Rezone Application - Jason Green 3000 N
Jason Green stated they went through Planning Commission and were wanting to do non-conforming lots, but there is no real code or way to do non-conforming lots. They thought they could run it through a variance and the only reason we are trying to rezone this is to pull the lots away from the power lines. There is no way to put more lots on it, we're not going that much smaller than what it is currently zoned at. We asked if we could stick with keeping the rezone to the RE15. Council discussed the original rezone application that was submitted as a rezone for RE-18.5 to RE-15, which was incorrect as it is currently zoned as RE20 and would need to be re-noticed properly to property owners as the correct rezone from RE-20 to RE-18.5, to be resubmitted and reviewed by Planning Commission. RE-15 was discussed but the future land use map does not allow RE-15. **Councilmember Jenkins moved to deny the original rezone application from RE-18.5 to RE-15. Councilmember Wilson seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion: Conditional Final Acceptance - Hunters Run

Dan stated they were set to do a cul-de-sac in this subdivision but were able to do a turn around that gives the City access to the lift station and so this will start the warranty period. **Councilmember Favero moved to approve Conditional Final Acceptance - Hunters Run as presented. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion: Final Acceptance – Pappy's Estates Subdivision

Dan stated he knows about the speeding issues through this area and has put up the speed trailer and narrowed the stripes on the road trying to make the road look thinner and give the residents a safe zone to park their cars to try to help with speeding. They have cleared the warranty phase and have only have two lots left to build on. **Councilmember Wilson moved to approve Final Acceptance - Pappy's Estate Subdivision as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2026

Discussion/Motion: Planning Commission Reappointment/Appointment

Mayor Meyer stated Commissioner Faulkner has completed her five-year term on the Planning Commission and served three years prior to that for a total of eight years. There were two applicants who applied, Matthew McBride and Gary Westergard and Shawna reapplied. Jed Jenkins, Mayor Pro-Tem said he sat in on interviews with the Mayor and the candidates were all outstanding. Per City ordinance, the Mayor, with the advice and consent of the City Council, may appoint and fill vacancies in all offices. After interviewing all these individuals, he presented the name of Matthew McBride to serve on the Planning Commission. Matthew has a Bachelor of Science in Civil Engineering from Utah State, a Master's of Science in Structural Engineering from the University of Wyoming and he is a professional at ARW Engineers. He also served on the Perry City Planning Commission from 2004-2007 as well as Plain City Planning Commission from 2009-2012. Matthew would serve as alternate and Josh Ableman would move up as a regular Planning Commission Member. **Councilmember Jenkins moved to approve the appointment of Matthew McBride as alternate Planning Commission member and Josh Ableman as a regular Planning Commission member. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted aye. The motion carried.**

Motion: Approval of Business Licenses

New – Home Occupation

Sleek to Chic, LLC	2663 N 3975 W
Bobbins and Fun, LLC	4033 W 2400 N
Mama Gold's Bakery, LLC	1721 N 3500 W
Tranquility Esthetics and Reiki	1277 N 4975 W
Tyler's Towing & Recovery	4625 W 2200 N
JDM Services, LLC	4345 W 2575 N

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Angelica Burum	Electrolysis & Gel Nails
Kristin Youngberg	Online Sales
Aaron Gold	Homemade Baked Goods
Sheresa Tebbs	Esthetics & Reiki
David Johnson	Tow Truck Home Office
Jorge Martinez	Handyman/Mobile Vehicle Maint.

Renewals

Commercial Renewals

Plain City Confectionary	2398 N 4350 W
AutoZone	3655 W 2600 N
Branded by Katie	2396 N 4350 W
Everbloom Studio + Co, LLC	2414 N 4350 W #B
FnA Beverage Co. LLC, Fiiz	3635 W 2600 N
Gilded Hive Beauty Lounge	2392 N 4350 W
Pint Sized Paradise Daycare	3639 W 2600 N A&B
QBM Services	2396 N 4350 W
Radiant Massage and Bodywork	2396 N 4350 W
RJ Analytical, LLC	4364 W 2575 N
The Dance Establishment	4425 W 2350 N
The Old Town Shear Shop	2414 N 4350 W #D
True Value	3627 W 2600 N
Warrens	3645 W 2600 N

Jason Loftus	Bar/Tavern
Stephanie Forbes	Retail Auto Parts & Accessories
Katie Barnett	Nails, Lashes, Tattoos, Microblading,
Taylor Richins	Rental Studio Events/Photography
Frank Weston	Specialty Soda Shop
Aubrey Dunn	Beauty Salon
Colette Doxey	Daycare Center
Reece Elmer	Janitorial Services
Sarah Winder	Massage Therapy
Richard Mickelsen	Chemical Microbiological Testing
Gary Nielsen	Dance Instruction
Ruby Martinez	Barber, Hair Salon
PCT-KTA (David Lloyd)	Hardware Store
Kirk Dean	Restaurant

Home Occupation Renewals

Air Now Heating & Air Conditioning	3947 W 2400 N
AMB Safety Services, LLC	1788 N 2750 W
Blue Collar Cuts	4539 W 1600 N
BK HVAC, LLC	4415 W 1775 N
Bright Stars Preschool Academy	3486 W 2425 N
Brisk Welding & Fabrication	4447 W 2050 N
Broomhead Services Inc	4756 W 2050 N
BuildBlock of Utah	4443 W 1725 N
C & B Customs	3547 W 2350 N
Chournos Entreprises	2810 N 3475 W
D&R Dumpsters	5145 W 1500 N
DAZ Management LLC	2063 N 5100 W
DDSL Enterprises	2990 W 2050 N
Drain And Clean Spas	3198 N 3475 W
Epiphany Grove, LLC	2435 N 4275 W
Ferrin Taxidermy	3225 W 2200 N
Grimley Dynasty	4319 W 1975 N

Jeffrey Hanchett	HVAC Service
Andrea Bellew	Consulting & Training
Rachel Barnum	Dog Grooming
Brian King	HVAC Contractor
Jana Thompson	Preschool
Jordan Brisky	Mobile Welding & Fabrication
William Broomhead	Porch & Deck Railing
Angela Hopper	Home Office Internet Sales
Cortney Smith	Construction/Mobile Mechanic
Carson Chournos	DADU
Ross Fox	Home Office
Tony Daz	Excavation Services
Saralyn Loney	Recycling Collection
Tyson Chambers	Hot Tub Cleaning
Brandy Lee	Health/Wellness Coaching, Reiki
Alec Ferrin	Taxidermy Services
Joshua Grimley	Online Marketing

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2026

Heaven's Hands	2684 N 3375 W	Robyn Ryther	Therapeutic Massage
Joshua A Reeves	2428 N 5100 W	Joshua Reeves	Raise & Sell Animals, Cleaning
Kristin's Stylehouse Salon	2775 N 3800 W	Kristin Christensen	Hair Stylist
Mantah	4500 W 2200 N	Meliza Chase	Online Retail Sales
Miss Emily's Preschool	2215 N 3825 W	Emily Sip	Preschool
New Beginnings Realty Group	2028 N 3700 W	Diana Moss-Hipwell	Real Estate Sales
Nicole Jensen Design, LLC	2737 N 2775 W	Nicole Jensen	Home Design Services
Oakmont Trucking	5145 W 1500 N	Ross Fox	Home Office
Paulette & Emily's Home Daycare	1547 N 4325 W	Paulette Sip	Home Daycare
Peddlingperkes	1411 N 4300 W	Stephne Perkes	Online Clothing Sales
Reading Express Preschool	2385 N 3575 W	Amber Dunn	Preschool
Reflection Research	4326 W 1600 N	Glen Remy	Research And Consulting
Sweetpea & Sawdust	3491 W 1975 N	Stacie Houser	Decor Sales
The Real Estate Connection	3438 W Larkspur Ln	Ruth Mary Hansen	Real Estate Sales
Wayment Customs, LLC	3535 W North Plain City Rd	Kaleb Wayment	Landscaping/Handyman/Perm. Lighting
Weeks-End Plumbing	3898 W 2400 N	Austin Weeks	Residential Plumbing
Wilson's Daycare	2238 N 4275 W	Melanie Wilson	Home Daycare
Winslow Photographics	1543 N 4700 W	Patrick Winslow	Photography
Wyatt Technologies	2806 W 1800 N	Nicholas Cota	Assembly Of Small Cables/Lights

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

Motion: Approval of Warrant Register

See warrant register dated 1/14/2026 - 1/31/2026. **Councilmember Jenkins moved to approve the Warrant Register for 1/14/2026 to 1/31/2026. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio all voted aye. The motion carried.**

Report from City Council

Councilmember Panunzio reported the Weber County Sheriff's Office will hold the city partner meeting on February 24th 6:00pm. All cities and councils are invited.

Councilmember Wilson reported she has been working with Collette. Recreation recently did the Utah Jazz Fun Shot. There is another month and half of boys' basketball and she is working on getting volleyball together. They are in full swing of event planning for the 4th of July. She is also working on getting the park calendars set up for pavilion reservations. Upcoming track signups are about to open.

Councilmember Jenkins reported he attended the WACOG housing meeting and met with a few other mayors and councilmembers in Weber County. The discussed high density and other cities ideas and plans. It was a great conversation. Cameron Diehl from ULCT gave a legislative update on what the legislators are working on. Mosquito Abatement doesn't meet in February and will meet again in March. Commissioner Ortega does a good job on the updates from Planning Commission.

Councilmember Beal reported she attended a CERT meeting for cities to coordinate in case of an emergency. They also do quarterly checks on the emergency ham radios at the city office. Might be a good idea to conduct a disaster activity to see how the City would handle an emergency and be prepared for it. There are also upcoming online CERT classes in the Spring and will send out a flyer. There are courses for elected officials that help us qualify for FEMA monies in case of disaster. Also attended an America 250 meeting, they are doing time capsules in each city and will be reaching out to local schools for yearbooks or something to put in them. They have art contests and coin contests for local students and residents to submit and service activities to participate in.

Councilmember Favero reported he has been working with Dan on drainage issues and making sure don't have any flooding and getting them set up on cleaning rotations. Dan is also putting a plan together for the trail at the River Crossing subdivision. The are getting bids to get an excavator for the landfill to do excavating and moving stuff around.

Mayor Meyer stated he wanted to have a brief discussion to consider hiring a part-time Planner for the City. The Planning Commission members all spoke with him that they thought it was time to hire a Planner. He spoke with the City Treasurer and had him look at the budget and work on some scenarios to see if was feasible for part-time and possible full-time and

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2026

he said it was. Also spoke with Diane about getting a job posting ready and she has contacted other entities and has put together information for a job description. Brandan Quinney stated having worked for Weber County and their planning department, having a planner, even part-time, can help us smooth out a lot of the details that our Commission and the City Council try to do as a group. Having a planner who is more specialized in these types of proposed developments, subdivisions, rezones can neatly package the proposal with the developer and bring something that is a little more simplified to our boards. It would be a huge benefit to the city and think it would help the staff a lot. The council was in favor of it. Mayor Meyer stated quick update on 3600 W, the last person signed today so heading in the right direction. On 2200 N, they are working out the agreement with the County on the road for road base and asphalt and eventually sidewalks, curb and gutter. The General Plan funding did get approved so working on awarding that contract. The County Transfer Station will need another month to work on the agreement for us to look at.

At 8:46 p.m. Councilmember Wilson moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.

Mayor

City Recorder

Date approved _____

CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: 2/11/2026

1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name: Hansen Planning Group, LLC
Address: 124 B Street, Springville, UT 84663
Phone Number: (801) 550-5075
Fed ID No: 93-3327759

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the 'Plain City General Plan and Zoning Code Update' project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on March 31, 2028 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

By: 

Date: 11 February, 2026

WASATCH FRONT REGIONAL COUNCIL

By: 

Date: Feb 2, 2026

CERTIFICATION OF CONSULTANT

I hereby certify that I, Mike Hansen, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

11 February, 2026

Date



CONSULTANT SIGNATURE

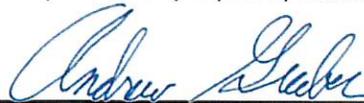
CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

Feb 2, 2026

Date



Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Tim Watkins, tim.watkins@wfrc.utah.gov.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$130,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with [GSA guidelines](#). All consultant travel must be authorized in writing by the WFRC project manager prior to expenses being incurred, and must be for the purpose of visiting the project site and/or client.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Tim Watkins, tim@wfrc.utah.gov. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of itemized receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval. All invoices for work through the end of the WFRC fiscal year are due to WFRC by the second week in July; this includes the work of all subconsultants, and any expenses.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, the Transportation and Land Use Connection Program. Final products must include the program logo.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances, and regulations affecting their employees, or those engaged by CONSULTANT on the project, and for any claims arising out of any acts of CONSULTANT occurring during this agency relationship. CONSULTANT will procure all necessary licenses and permits for the materials or equipment used or for the conduct of the work.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment. Eligibility. Indictments. Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of CONSULTANT, its officers, employees or others for whom the CONSULTANT is legally liable.

The WFRC shall indemnify and save harmless CONSULTANT, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of CONSULTANT, for claims, demands, suits, actions, or proceedings, including workers'

compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of the WFRC officers or employees.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI APPENDICES A in the remainder of this section uses the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's

obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. **Disadvantaged Business Enterprise (DBE).**

The CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project.

- A. The CONTRACTOR agrees to comply with USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," [49 CFR Part 26](#); and
- B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.



**TRANSPORTATION
AND
LAND USE CONNECTION**

- C. If the CONTRACTOR issues a purchase order or subcontracts any portion of this contract, the CONTRACTOR agrees to follow the procurement procedures in FTA Circular 4220.1G, which sets forth the requirements a CONTRACTOR must adhere to in the solicitation, award and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal for DBE has not been established for this procurement.
- E. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this CONTRACT or such other remedy as Department deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see [49 CFR 26.13\(b\)](#)).

28. Compliance With Data Privacy Requirements:

CONTRACTOR is subject to the data privacy requirements in the Government Data Privacy Act as described in Utah Code [§63A-19-401.4](#). CONTRACTOR shall comply with these data privacy requirements to the same extent as WFRC. Any personal data contained within this CONTRACT is classified as a public record under Utah Code [§63G-2-301](#) and may be available to the public as provided by Utah Code [§63G-2-201](#).

ATTACHMENT B

Scope of Work and Services

PLAIN CITY GENERAL PLAN & ZONING CODE UPDATE

PHASE 1: GENERAL PLAN UPDATE

Task 1.0 - Project Initiation and Assessment

Task 1.1 - Project Setup, Background Analysis, PC Briefing #1: Prepare for and kickoff meeting with City staff, Planning Commission, and WFRC. Establish project protocols and stakeholder mapping for regional coordination with WFRC, UDOT, UTA, utility providers, Weber County, and adjacent jurisdictions. Review 2018 General Plan, land use code, and recent studies. Conduct code audit identifying regulatory gaps. Compile demographic data and growth trends using Kem C. Gardner Policy Institute and WFRC datasets. Conduct staff interviews to identify operational challenges. Launch project website with document repository and engagement tools. Conduct Planning Commission Work Session #1 presenting project framework and existing conditions analysis.

Task 1.2 - Public Notice & Public Workshop #1: Vision & Priorities: Issue public notice per UCA 17-27a-203. Conduct community visioning workshop gathering input on growth challenges and policy priorities using interactive visual tools, mapping exercises, and small group discussions.

Task 1.3 - Joint Planning Commission/City Council Work Session #2: Conduct joint work session ensuring leadership alignment on project framework, community input from Workshop #1, and policy development priorities.

Deliverables: *Kickoff meeting materials, stakeholder coordination plan, existing conditions assessment, socioeconomic profile, code audit summary, staff assessment, project website, public notice documentation, Planning Commission Work Session #1 materials, Public Workshop #1 summary with visual displays, Joint Work Session #2 materials.*

Task 2.0 - Policy Development and Content Creation

Task 2.1 - Technical Analysis & Content Development: Develop low, medium, and high population growth scenarios with visual graphics using Kem C. Gardner Policy Institute data and WFRC forecasts. Create future land use map with district profiles, agricultural preservation zones, and visual concept illustrations. Coordinate with Avenue Consulting on high-level transportation and circulation analysis using WFRC Regional

Transportation Plan data. Conduct GIS-based street connectivity analysis. Develop Active Transportation/Trails master plan component. Coordinate with WFRC, UDOT, and UTA on West Weber Corridor planning. Create corridor planning exhibits and connectivity illustrations. Develop housing element meeting state moderate income housing requirements with visual exhibits identifying appropriate locations and housing types. Conduct market analysis for tax base expansion and town center development with visual concept illustrations. Integrate water conservation strategies coordinating with agricultural water rights and Great Salt Lake watershed initiatives. Develop parks and recreation element, public facilities element, and other state-required components. Create agricultural preservation policies with visual exhibits. Develop an implementation framework aligned with capital improvement planning.

Task 2.2 - Planning Commission Work Session #3: Present policy alternatives for land use, transportation, housing, and economic development using visual exhibits and concept illustrations. Facilitate discussion of trade-offs and policy priorities.

Task 2.3 - Public Workshop #2: Policy Alternatives: Present policy alternatives using visual preference survey methodology. Display concept illustrations showing different development character and scale options. Gather feedback through interactive visual exercises.

Task 2.4 - Joint Planning Commission/City Council Work Session #4: Review policy alternatives and public input from Workshop #2. Ensure leadership alignment on preferred policy directions before finalizing the draft General Plan.

Task 2.5 - Draft General Plan Compilation: Compile all elements into a cohesive draft document with professional graphics, visual preference survey results, concept illustrations, maps, charts, and photographs creating graphically rich, user-friendly general plan document.

***Deliverables:** Population projection scenarios with graphics, future land use map with concept illustrations, transportation/trails element with connectivity maps, housing element with visual exhibits, economic development strategy with visual concepts, water conservation strategies, parks/recreation element, agricultural preservation policies with exhibits, implementation strategy, complete draft General Plan, Planning Commission Work Session #3 materials, Public Workshop #2 summary with visual preference survey results, Joint Work Session #4 materials.*

Task 3.0 - Public Review and Refinement

Task 3.1 - Draft Completion & Regional Coordination: Finalize complete draft General Plan with publication-quality graphics and visual exhibits. Coordinate draft review with WFRC, Weber County, UDOT, UTA, and adjacent jurisdictions. Facilitate stakeholder focus groups with agricultural landowners, business owners, developers, and infrastructure providers.

Task 3.2 - Public Workshop #3: Draft Plan Review: Present complete draft General Plan with visual exhibits, maps, and concept illustrations. Provide an online engagement platform with interactive tools for section-by-section feedback.

Task 3.3 - Document Revisions: Analyze public input, engagement data, and stakeholder feedback. Revise draft plan based on input, staff review, and regional coordination. Refine graphics and visual exhibits ensuring internal consistency.

Task 3.4 - Joint Planning Commission/City Council Work Session #5: Present revised draft General Plan with public input summary and proposed revisions. Conduct final pre-hearing review ensuring leadership alignment.

***Deliverables:** Complete draft General Plan for public review, regional coordination summaries, Public Workshop #3 materials with visual displays, online engagement platform, stakeholder focus group summaries, public input analysis report, revised draft General Plan, Joint Work Session #5 materials.*

Task 4.0 - Formal Review and Plan Adoption

Task 4.1 - Planning Commission Public Hearing & Recommendation: Present final draft General Plan in formal public hearing with hearing notice, staff report with visual exhibits, and presentation materials. Facilitate public input and deliberation. Support Planning Commission development of formal recommendation to City Council.

Task 4.2 - Final Document Production: Incorporate Planning Commission revisions. Produce final General Plan with professional graphics, print, and digital formats for website publication.

Task 4.3 - City Council Work Session & Public Hearing (Session #6): Conduct joint Planning Commission/City Council work session on Planning Commission recommendations. Present General Plan in City Council public hearing with visual presentation and comprehensive staff report. Facilitate final deliberation.

Task 4.4 - General Plan Adoption: Support City Council adoption process. Prepare adoption resolution and ordinance. Coordinate final document production and publication.

***Deliverables:** Planning Commission public hearing staff report with visual exhibits, Planning Commission recommendation resolution, final General Plan document (review draft), Joint Work Session #6 materials, City Council public hearing staff report, adopted General Plan (print and digital with graphics), adoption resolution.*

PHASE 2: ZONING CODE UPDATE

Task 5.0 - Code Assessment and Prioritization

Task 5.1 - Code Audit, Gap Analysis & Staff Input: Develop prioritization criteria focusing on code sections most critical to implementing adopted General Plan, addressing state law compliance gaps, resolving enforcement challenges, and responding to development pressure. Create priority-issue work plan. Conduct systematic gap analysis identifying discrepancies between adopted General Plan and existing code, enforcement challenges, administrative inefficiencies, and outdated standards. Conduct staff interviews documenting administrative challenges, interpretation disputes, and operational improvements needed.

Task 5.2 - Third-Party Code Review (Jones & DeMille): Jones & DeMille Engineering provides independent third-party review identifying strategic discrepancies between adopted General Plan and existing code, development standards issues, engineering/infrastructure coordination needs, and public works operational considerations.

Deliverables: *Code prioritization criteria and work plan, comprehensive code audit report, staff input summary, Jones & DeMille third-party review memorandum.*

Task 6.0 - Code Drafting and Modernization

Task 6.1 - Code Updates & Standards: Update zoning districts aligning with adopted General Plan future land use map. Revise district purposes, permitted uses, conditional uses, and dimensional standards. Create visual exhibits with illustrative graphics showing dimensional standards and development character. Modernize development standards with clear, objective criteria. Develop illustrative graphics, dimensional diagrams, and flowcharts clarifying setbacks, height limits, lot coverage, parking, and design standards. Coordinate with Jones & DeMille on engineering and public works standards. Update subdivision regulations addressing identified gaps from recent work. Revise street connectivity standards, block length requirements, and infrastructure dedication requirements with visual exhibits. Develop or refine agricultural zoning standards implementing General Plan agricultural preservation policies with visual exhibits showing lot configurations and development patterns.

Task 6.2 - Plain Language Rewriting & Graphics: Rewrite code sections in plain language with improved organization and user-friendly structure. Integrate graphics, flowcharts, dimensional illustrations, and process diagrams throughout code improving accessibility. Create visual examples for common development scenarios.

Task 6.3 - Planning Commission Work Session #7: Present code development progress with draft sections, visual exhibits, and illustrative graphics. Gather Planning Commission input on policy implementation and regulatory approach.

***Deliverables:** Draft zoning district regulations with visual exhibits, draft development standards with illustrative graphics and dimensional diagrams, draft subdivision regulations with connectivity diagrams, draft agricultural preservation standards with visual exhibits, plain language code sections with integrated graphics and flowcharts, Planning Commission Work Session #7 materials.*

Task 7.0 - Review and Refinement

Task 7.1 - Draft Code Completion: Complete all priority code sections with internal consistency, accurate cross-references, and integrated graphics and visual exhibits. Prepare a comprehensive draft for staff and public review.

Task 7.2 - Planning Commission Work Session #8: Present complete draft code with visual exhibits and illustrative graphics. Review code organization, plain language revisions, and regulatory approach. Gather Planning Commission input on refinements.

Task 7.3 - Public Review Period: Conduct public review workshop with visual exhibits and illustrative graphics. Provide an online review platform with comment tools for section-by-section feedback. Facilitate stakeholder input sessions with development community, agricultural landowners, and business community.

Task 7.4 - Code Revisions & Zoning Map Updates: Integrate public input, staff feedback, and technical revisions. Ensure internal consistency and cross-reference accuracy. Refine graphics and visual exhibits. Coordinate final review with Jones & DeMille. Update official zoning map aligning with adopted General Plan. Coordinate with GIS database updates.

Task 7.5 - Planning Commission Work Session #9: Present revised draft code incorporating public input and staff recommendations. Conduct final pre-hearing review ensuring Planning Commission alignment.

***Deliverables:** Complete draft code with graphics, Planning Commission Work Session #8 materials, public review workshop materials with visual exhibits, stakeholder input summary, online engagement summary, revised draft code with refined visual exhibits, updated zoning map, Planning Commission Work Session #9 materials.*

Task 8.0 - Adoption and Implementation

Task 8.1 - Joint Planning Commission/City Council Work Session #10: Conduct joint work session on regulatory approach, plain language revisions, and Planning Commission recommendations prior to final adoption hearing.

Task 8.2 - Planning Commission Public Hearing & Recommendation: Present final draft code in formal public hearing with hearing notice, comprehensive staff report, and visual presentation materials. Facilitate public testimony and deliberation. Support Planning Commission development of formal recommendation to City Council.



Task 8.3 - City Council Public Hearing & Code Adoption: Present zoning code in City Council public hearing with visual presentation and comprehensive staff report summarizing code development process, public input, and Planning Commission recommendation. Facilitate final deliberation. Support adoption process. Prepare adoption ordinance. Coordinate final document production and publication.

Task 8.4 - Implementation Materials & civiclinQ Codification: Develop implementation support materials including application forms, review procedures, staff training materials, administrative guidelines, and quick-reference guides. Create illustrative examples and graphics for common development scenarios. Transition Plain City's complete municipal code to civiclinQ.com online platform if desired by the City.

Deliverables: *Planning Commission public hearing staff report, Planning Commission recommendation resolution, Joint Work Session #10 materials, City Council public hearing staff report, adopted Zoning Code (print and digital with graphics), adoption ordinance, implementation guide with visual examples, application forms and procedures, staff training materials and quick-reference guides, civiclinQ.com online code platform with staff training.*

2026 - Plain City General Plan & Land Use Ordinance Update Schedule

(Anticipated Month)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
INTERACTION SUMMARY:	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■	★ ○ ■
1.0 Project Initiation and Assessment		★ ○ ■	■												
1.1 Project Setup, Background Analysis, PC briefing #1		★													
1.2 Public Notice & Public Workshop #1: Vision & Priorities		○													
1.3 Joint Planning Commission/City Council Work Session #2			■												
2.0 Policy Development and Content Creation (Plan)					★ ○ ■	■									
2.1 Technical Analysis & Content Development															
2.2 Planning Commission Work Session #3					★										
2.3 Public Workshop #2: Policy Alternatives					○										
2.4 Joint Planning Commission/City Council Work Session #4						■									
2.5 Draft General Plan Compilation															
3.0 Public Review and Refinement (Plan)							○ ■								
3.1 Draft Completion & Regional Coordination															
3.2 Public Workshop #3: Draft Plan Review							○								
3.3 Document Revisions															
3.4 Joint Planning Commission/City Council Work Session #5									■						
4.0 Formal Review and Plan Adoption								★ ■							
4.1 Planning Commission Public Hearing & Recommendation								★							
4.2 Final Document Production															
4.3 City Council Work Session & Public Hearing (session #6)															
4.4 General Plan Adoption															
5.0 Code Assessment and Prioritization															
5.1 Code Audit, Gap Analysis & Staff Input															
5.2 Third-Party Code Review (Jones & DeMille)															
6.0 Code Drafting and Modernization										★		★			
6.1 Code Updates & Standards															
6.2 Plain Language Rewriting & Graphics															
6.3 Planning Commission Work Session #7										★					
7.0 Review and Refinement											★ ○ ★				
7.1 Draft Code Completion											★				
7.2 Planning Commission Work Session #8											○				
7.3 Public Review Period															
7.4 Code Revisions & Zoning Map Updates															
7.5 Planning Commission Work Session #9												★			
8.0 Adoption and Implementation													★ ■		
8.1 Joint Planning Commission/City Council Work Session #10														■	
8.2 Planning Commission Public Hearing & Recommendation														★	
8.3 City Council Public Hearing & Code Adoption															
8.4 Implementation Materials & civiqlnQ Codification															

★ Planning Commission Work Sessions: #1, #2 (w/CC), #3, #4 (w/CC), #5 (w/CC), #6, #7, #8, #9, #10 (w/CC)
 ○ Public Workshops: #1 (Vision), #2 (Alternatives), #3 (Draft Review)
 ■ Joint PC/CC Work Sessions

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$130,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$120,000**.

Combined Local Governments: **\$10,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by November 30, 2027.
- (2) Project / Contract Period: The project / contract will terminate on March 31, 2028 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

2026 - Plain City General Plan & Land Use Ordinance Update Budget

Task	Firm	HPG		JDE				Avenue		Total Hours	Estimated Costs
		Project Manager, Principal Planner	Mike Hansen	Legal and Economic Analysis	Planner Support	Admin Support	Engineering (Planner)	Engineering (Engineer)	Avenue Consulting (Transp Planner)		
Average Hourly Rate	Role	\$160	Isaac Hansen	Jacob Hansen	Henry Wolitus	Megan Hansen	Kendall Welch	Micklane Farmer	Kirby Sniderman	\$200	
PROJECTED HOURS											
1.0	Project Initiation and Assessment	45	12	8	14	12	0	8	0	99	\$15,060
2.0	Policy Development and Content Creation	90	23	20	74	2	12	0	45	266	\$42,070
3.0	Public Engagement	40	15	0	20	17	0	0	0	92	\$12,465
4.0	Formal Review and Plan Adoption	28	9	4	23	2	0	0	0	66	\$9,660
5.0	Code Assessment and Prioritization	39	0	12	12	0	11	0	0	74	\$11,360
6.0	Code Drafting and Modernization	66	14	4	43	4	26	5	0	162	\$23,885
7.0	Review and Refinement	20	7	7	21	4	0	0	0	59	\$8,670
8.0	Adoption and Implementation	22	5	2	12	2	0	0	0	43	\$6,330
ESTIMATED LABOR (HOURS)		350	85	57	219	43	49	13	45	861	130,000
ESTIMATED LABOR (COSTS)		\$56,000	\$11,050	\$11,970	\$28,470	\$3,855	\$6,860	\$2,795	\$9,000		

DIRECT EXPENSES

Travel, printing, and light refreshments for public meetings (e.g., beverages or simple snacks) are included in the project budget. The City may bring supplemental refreshments if desired.

NOT TO EXCEED PROJECT BUDGET

Anticipated Labor Costs	\$130,000
Direct Expenses	\$0

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government:	<u>Plain City</u>
Local Government Representative:	<u>Diane W Hirschi</u>
Contact Address:	<u>4160 W 2200 N St, Ogden, UT 84404</u>
Contact Email:	<u>dianeh@plaincityutah.gov</u>

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

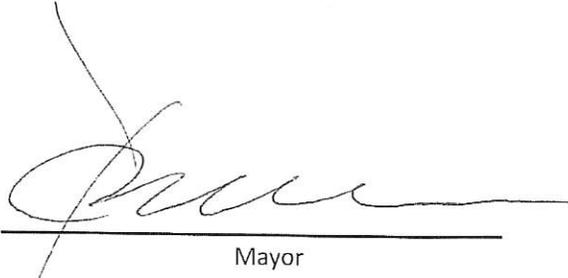
Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

2/5/2026
Date


Mayor

Pro Edge Technology, LLC

Estimate

5187 S 1500 W
 Suite 3
 Riverdale, Utah 84405
 801-776-3343

Date	Estimate #
2/10/2026	5310

Name / Address
Plain City 4160 W 2200 N Plain City, UT 84404

Description	Qty	Rate	Project	
			Total	
Pro Edge is pleased to provide you with the following estimate for:				
Conference Room setup				
BE75DH 75" BED-H Series 4K Business Pro TV	1	1,072.12	1,072.12T	
Large TV mount	1	99.00	99.00T	
Rally Plus 960-001225	1	2,742.83	2,742.83T	
Rally Mounting Kit 939-001644	1	176.38	176.38T	
Rally Mic Pod Table Mount 952-000002	2	83.28	166.56T	
Extron HDMI Auto switcher Sw4 HD 4K Plus, Four Input 4K/60 HDMI Switcher	1	531.60	531.60T	
Shielded Cable	1	150.00	150.00T	
Misc	1	100.00	100.00T	
Labor to install and configure system	1	1,500.00	1,500.00	
Customer to provide Network				
Customer to provide PC, Keyboard and Mouse				
Customer to provide power to TV wall and under table.				
Due to changing market dynamics, our quote validity period is 20 days.			Subtotal	\$6,538.49
			Sales Tax (0.0%)	\$0.00
			Total	\$6,538.49

Signature _____

R & L Network Solutions
 3005 S. 2550 W.
 West Haven, UT 84401
 randlnetwork.com
 801-458-2366

Estimate

Date	Estimate #
2/11/2026	RL503898

Name / Address
Plain City 4160 W. 2200 N. Plain City, UT 84404

Project
Conference Room

Item	Description	Qty	Cost	Total
Labor	Labor for install and configuration of Conference Room	1	2,000.00	2,000.00
Material	TV and Mount	1	1,288.23	1,288.23
Material	Rally Plus, mount and Mic pod	1	3,302.74	3,302.74
Material	Extron HDMI Auto Switcher	1	584.76	584.76
Material	Cable	1	165.00	165.00
	Customer to provide power to the TV and under the conference table. Customer to provide keyboard, PC and mouse.			
	Sales Tax		6.85%	0.00

	Subtotal	\$7,340.73
	Total	\$7,340.73

Sorenson Installations
 932 e burch creek hollow
 Ogden, UT 84403 US
 sorensoninstallations@gmail.com
 sorensoninstallations.com

Estimate 1929

ADDRESS

Plain City
 4160 W 220N
 Plain City, Ut 84404

DATE
 02/11/2026

TOTAL
\$9,396.17

EXPIRATION
 DATE
 03/11/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor	Labor to install the following in the new conference room setup.	32	95.00	3,040.00T
	Material	Extron HDMI Auto switcher Sw4 HD 4K Plus, Four Input 4K/60 HDMI Switcher	1	576.00	576.00T
	Material	Rally Mic Pod Table Mount	2	97.00	194.00T
	Material	Rally Mounting Kit	1	154.00	154.00T
	Material	Rally Plus	1	2,999.00	2,999.00T
	Material	75" Commercial monitor	1	1,499.00	1,499.00T
	Material	TV Mount	1	199.00	199.00T
	Material	Cat 6 Cabling (Sheilded)	1	100.00	100.00T
SUBTOTAL					8,761.00
TAX					635.17
TOTAL					\$9,396.17

THANK YOU.

Accepted By

Accepted Date



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

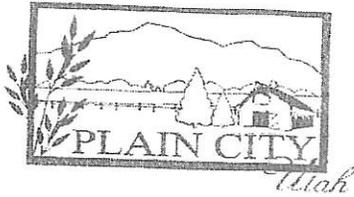
Date: February 6, 2026

Subject: West Park Village, Phase 2 – Conditional Final Acceptance

We have reviewed the Conditional Final Acceptance request for the West Park Village, Phase 2 Development. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works. Consequently, we recommend granting Conditional Final Acceptance to the subject development.

Once Conditional Final Acceptance is granted, the 1-year warrantee period will begin and all remaining escrow funds can be released to the Developer except for the contingency.

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



1/7/2026

Re: West Park Phase 2 Conditional final request

After completing my walk through for the conditional final inspection on 1/7/2026, at this time, Nelson Homes have completed all items as of 1/7/2026. I recommend starting the warranty phase and granting conditional final for West Park Phase 2 Subdivision located 2975 West 3150 North and releasing all escrow monies, minus the 10% warranty monies. Any questions please call.

Sincerely,

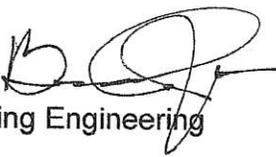
Daniel Schuler / Public Work Director
385-466-1079

4160 W. 2200 N. • Plain City, Utah 84404 • (801) 731-4908 • Fax: (801) 731-8619



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: February 12, 2026

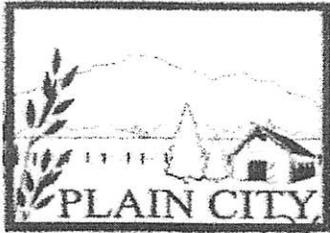
Subject: **Panunzio Estates Subd., Phase 2, Conditional Final Acceptance**

We have reviewed the Conditional Final Acceptance request for the Panunzio Estates Subdivision, Phase 2 Development. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works. Consequently, we recommend granting Conditional Final Acceptance to the subject development.

Once Conditional Final Acceptance is granted, the 1-year warrantee period will begin and all remaining escrow funds can be released to the Developer except for the contingency.

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

2/12/2026



Re: Panunzio Subdivision Ph-2 escrow release and conditional final request.

After completing my walk through/inspection for Panunzio Subdivision Ph-2 at 4100 West on 2/12/26, the city improvements that had been completed or fixed was installed to city standards. At this time the developer would like to request starting the one-year warranty period for Panunzio subdivision Ph-2 and releasing the escrow for any remaining improvement monies, minus the 10% warranty.

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

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

Daniel Schuler

Plain City Public Works Director

385-466-1079 Cell

dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

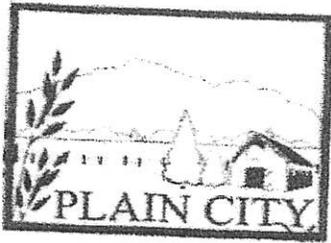
Date: February 12, 2026

Subject: Panunzio Estates Subdivision Phase 1, Final Acceptance

We concur with the Final Acceptance Inspection Report completed by Dan Schuler dated 2/11/2026 (attached). We recommend Panunzio Estates Subdivision, Phase 1 be granted Final Acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

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

2/11/2026



Re: Panunzio Subdivision Ph-1 final acceptance request.

After completing my walk through/inspection for Panunzio Subdivision Ph-1 at 4100 West 1975 North on 2/11/2026, the city improvements that had been completed or fixed was installed to city standards. At this time the developer would like to request that the city accepts Panunzio Ph-1 subdivision, after successful completion of the one-year warranty period, releasing any remaining improvement monies, along with the 10% warranty monies.

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

A handwritten signature in black ink, appearing to read "Dan Schuler".

Daniel Schuler

Plain City Public Works Director

385-466-1079 Cell

dans@plaincityutah.org



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

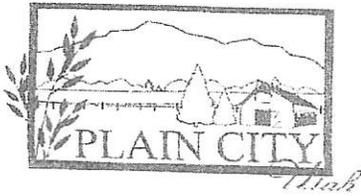
Date: February 6, 2026

Subject: Stillcreek Village Detention Pond/Park – Final Acceptance

We have reviewed the Conditional Final Acceptance request for the Stillcreek Village Detention pond/Park. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works. Consequently, we recommend granting Final Acceptance to the subject facility.

Once Final Acceptance is granted, all remaining escrowed funds can be released to the Developer.

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



RE: Still Creek Detention Pond/Park area
Developer: J C Aland
Subject: extended warranty request for final acceptance

After completing my walk through for the final acceptance inspection on 1/29/2026 for the Still Creek Pond/Park (3350 West 3175 North), all items listed within the detention pond have been completed over the last 3 years and would recommend final acceptance.

At this time J C Aland would like to request the city to accept the pond/park and take it out of extended warranty, releasing all warranty monies, any questions please call.

Sincerely,

Daniel Schuler

Public Works Director

385-466-1079

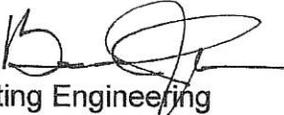
dans@plaincityutah.gov

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Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

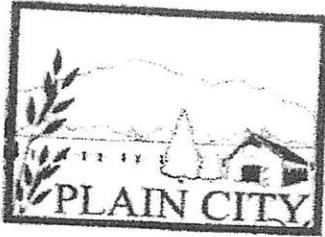
Date: February 12, 2026

Subject: River Crossing Subdivision Phase 3, Final Acceptance

We concur with the Final Acceptance Inspection Report completed by Dan Schuler dated 2/11/2026 (attached). We recommend River Crossing Subdivision, Phase 3 be granted Final Acceptance. Once final acceptance is granted, all remaining escrow funds may be released to the Developer.

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

2/11/2026



Re: River Crossing Ph-III Subdivision final acceptance request.

After completing my walk through/inspection for River Crossing Ph-III at 1200 North 4925 West on 2/11/2026, the city improvements that had been completed or fixed was installed to city standards. At this time the developer would like to request that the city accepts River Crossing Ph-III subdivision, after successful completion of the one-year warranty period, releasing any remaining improvement monies, along with the 10% warranty monies.

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

A handwritten signature in black ink, appearing to read "Daniel Schuler", with a long horizontal flourish extending to the right.

Daniel Schuler

Plain City Public Works Director

385-466-1079 Cell

dans@plaincityutah.org