

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
May 21, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, May 21, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero and Jed Jenkins. Councilmember Luigi Panunzio, arrived approx. 6:50 pm
Excused: Councilmembers Jan Wilson and Rachael Beal
Staff: Brandan Quinney, Dan Schuler, Diane Hirschi, Stacy Adams
Present: Lt. Horton, Amanda Moore, Andrew Moore, Taylor Leavitt, Brad Littlefield, Angelia Littlefield, Austin Jenkins, Bill Moyes, Todd Moyes, Tyler Heath, John Shank, Glen Remy, Ashlee Carly, Becky Marin, Andrew Martin, Brady Blacker, Jared Yeates, Amy Roskelley
Via on Zoom: Michael Miller, M Moyes, Mike Phillips

A 20-minute delay in reaching a full quorum occurred at the beginning of the meeting. To maximize efficiency, the Mayor proceeded with informational presentations until the arrival of a third councilmember allowed for the official Call to Order.

Discussion/Motion Pops Concert Presentation

Brad Littlefield and Glen Remy presented the Council with a PowerPoint presentation regarding the Amphitheater project. He stated Plain City Pops was founded in 2012 by Alan Jorgeson and the group has expanded significantly to 65 musicians and 350 plus attendees. The amphitheater project is currently at a critical impasse regarding scale and site viability. Although \$300,000 was approved in 2021 and failure to secure a RAMP grant (approximately half of the projected \$600,000 cost) has rendered the original larger project design non-viable. Performers have noted a functional necessity for flat concrete rather than grass to accommodate heavy musical equipment and instruments. The Council observed the North Ogden amphitheater scenario, where proximity to residential subdivisions led to incapacitating noise complaints. The consensus was to pivot toward a smaller stage and structure design that prioritizes acoustic directionality toward the southeast side of the park to minimize community impact while remaining within the existing \$300,000 budget. Further discussions will be brought back at a later council meeting so that other councilmember can be present for the discussion and motion.

Regular Council Meeting began at 6:50 pm with quorum present

Call to Order: Mayor Meyer
Pledge of Allegiance: Councilmember Favero
Invocation/Moment of Silence/Thought: Councilmember Panunzio

Approval of Minutes May 7, 2026

Councilmember Jenkins moved to approve the meeting minutes from May 7, 2026 as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.

Comments: Public

John Shank questioned the status of the Kelly's Cove senior housing overlay and the development agreement process. He specifically highlighted the friction between the council and the planning commission, noting the commission's unanimous No vote on the project and seeking clarification on how the Council intends to reconcile those differing perspectives with the Future Land Use map.

Becky Martin raised concerns regarding the timeline for the General Plan update. She expressed frustration with the ongoing suspension of new rezones and overlays, arguing that the lack of progress on the General Plan leaves property owners in an untenable position where they are unable to move forward with land-use plans under existing rules.

Report from Planning Commission

Commissioner Skeen stated the Planning Commission had a public hearing for a rezone and they recommended approval for the rezone from A-1 to RE18.5 for property near 4600 W and 2315 N. Residents had expressed concerns regarding traffic on narrow old roads and water availability. The Commission also discussed detached accessory dwelling units (DADUs), currently reviewing size limitations for detached units based on lot size and zoning; the item was tabled pending minor ordinance corrections. They also had a site plan for IHC and approval was granted for the facility on the S-curve. Wasatch Peaks Credit

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Union application for a 25-foot sign expansion was tabled. The Commission noted the proposed sign was significantly larger than expected and indicated a preference for a monument style sign more consistent with the Kelly's Corner development.

Discussion/Motion Presentation on Fireworks Safety Ordinance - Amanda Moore

Amanda Moore a resident of Plain City, proposed an ordinance to regulate aerial fireworks in City neighborhoods, citing the current severe drought emergency and Governor Cox's emergency declaration. She proposed a mandatory 100-foot clear radius from discharge points and the establishment of safe zones like Lee Olsen Park or the horse arena. The Council acknowledging the danger but identified technical hurdles and the impossibility of law enforcement measuring vertical height in real-time. Without a mechanism to enforce vertical or horizontal radii accurately, the ordinance was deemed functionally unenforceable in its current form. **Councilmember Jenkins moved to table fireworks safety ordinance pending future guidelines. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.** The Mayor thanked Amanda for her presentation. Lt. Horton met with her after to discuss further.

Break from 7:25-7:30pm

Discussion/Motion Ordinance - Senior Housing Overlay Zone - Kelly's Cove

The Council reviewed the rezone for Kelly's Cove. It was noted that the proposed application contained outdated legal descriptions that had not yet been verified against property boundaries or surveyor records. The council wanted to table the ordinance discussion to ensure that the legal boundaries of the senior housing overlay are precisely defined to prevent future property and boundary disputes. **Councilmember Favero moved to table the Senior Housing Overlay Zone – Kelly's Cove. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

Discussion/Motion Ordinance - Rezone Property of William and James Fox and the Johnson Family Trust from A-1 to RE-18.5 - at approximately 4600 W 2350 N

The Council reviewed a request to rezone the property from A-1 to RE-18.5. The Planning Commission recommended approval as the request aligns with the Future Land Use map. **Councilmember Jenkins moved to approve ordinance 2026-06 rezoning property of William and James Fox and the Johnson Family Trust from A-1 to RE-18.5. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

Discussion/Motion Resolution - Agreement - Ogden Transfer Station

The Council reviewed the per ton rate proposal for a five-year term contract with Ogden Transfer Station. The Council expressed concern that the fuel recovery fee (triggered when fuel exceeds \$3.50/gallon) and annual CPI escalators effectively render the current locked-in rate meaningless, as fuel prices are already above the threshold. The Council expressed concern that the City was being strongarmed into a long-term agreement because the Weber County landfill is closing June 30, leaving the City with no competition and fear of the unknown regarding future waste disposal options and wanted to research further before committing to the proposed agreement. **Councilmember Favero moved to table the Ogden Transfer Station Resolution Agreement. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

Discussion/Motion Resolution - Interlocal Agreement – Weber County Animal Services

The Council reviewed the interlocal agreement, noting the cost is formula derived based on population and call volume similar to the Weber County Sheriff's Office cost formula. **Councilmember Jenkins moved to approve Interlocal Agreement 2026-03 Weber County Animal Services. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

Discussion/Motion Waive Partial Fee for Development Agreement under 100 acres

The Council deliberated on the \$20,000 retainer fee for development agreements in City Code Title 11, Chapter 9, specifically regarding projects under 100 acres. The Council concluded that the standard retainer must be maintained for all developments, regardless of size, to ensure the city is fully reimbursed for engineering and legal costs incurred during the process. **Councilmember Jenkins moved to retain the standard fee Development Agreements. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

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Discussion/Motion Resolution – Intent to Suspend New Rezones and Overlays until General Plan Update is Complete

The Council discussed the suspension of rezones until the General Plan is finalized to prevent inconsistent land-use decisions. Due to not having a full Council present the consensus was to bring it back for further discussion. It was also suggested that the Planning Commission address it and have a public hearing. **Councilmember Jenkins moved to table suspending new rezones and overlays pending a public hearing and creating a specific ordinance. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

Motion: Approval of Business Licenses

New Home Occupation

Outer Rim Tech LLC 4180 W 2600 N Rick Mabey Home Office - Tech Fabrication

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

Motion: Approval of Warrant Register

See warrant register dated 5/1/2026 - 5/19/2026. **Councilmember Jenkins moved to approve the warrant register for 5/1/2026 to 5/19/2026. Councilmember Panunzio seconded the motion. Councilmembers Favero, Jenkins and Panunzio voted aye. The motion carried.**

Report from City Council

Councilmember Favero stated has been reviewing the streets master plan with Wasatch Civil.

Councilmember Panunzio stated Ogden ATAC has been granted access to the City's Park cameras.

Mayor Meyer announced the General Plan Open House is set for Thursday, May 28 from 6-8pm in the Senior Center. Residents should be receiving mailers this week, info has been posted on the city website and Facebook page, informational signs have been posted throughout the city and general plan surveys and info can be found on the City's website. It was reported that Staker-Parsons provided the lowest bid for the 3600 West project. Also noted over 400 vehicles were served at the Military Families Grocery event at Kent's. Dan Schuler reported that the gate on 2200 North has been removed, drainage lines are installed and asphalt work is progressing to finish the 22-foot section.

At 8:15 p.m. Councilmember Favero moved to adjourn and was seconded by Councilmember Panunzio. The vote was unanimous.

Mayor

City Recorder

Date approved _____

PLAIN CITY COUNCIL
MINUTES OF WORK MEETING
May 21, 2026

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Jed Jenkins and Luigi Panunzio and Commissioners Jarod Maw, Duston Skeen, Rob Ortega, Gary Westergard
Excused: Councilmembers Jan Wilson and Rachael Beal
Staff: Brandan Quinney, Dan Schuler, Diane Hirschi, Stacy Adams
Present: Austin Jenkins, Becky Marin, Andrew Martin, Brady Blacker, Jared Yeates, Amy Roskelley
Via on Zoom: Commissioner Josh Ableman (@9:29pm)

Work Meeting starting at 8:20 pm

The Council convened into a work session to discuss Western Basin Land and Livestock Property for Shooting Range - approx. 4700-5100 W 2700-3100 N - A-2 to C-3 Zone.

The foundation representative stated the Battle Forge Foundation shooting range is a non-profit project focused on veterans and law enforcement training. The representatives proposed using Ballistic Management Systems (BMS) and baffles to direct noise upward and prevent stray bullets, adhering to NRA safety standards and mitigating concerns. The land owner expressed frustration at being penalized due to the proximity of the Wineger property, which is not yet approved for residential use. Also stating the land is seen as low-value land next to landfill and sewer ponds and proposed use is supported by surrounding owners. The land owner and representatives also expressed frustration on the long process to rezone their parcel despite all the steps and requirements the City has asked them to do. The land owner would like the city to possibly consider Light Industrial Park zones on the future general plan map.

The Council addressed the conflict between the shooting range and the neighboring Weinger property, slated for future residential development. The Council advised that the applicant would need to amend the original application to rezone 25 acres rather than the full 50-acre parcel. The Council discussed a state requirement to maintain a 1,000-foot buffer to protect the City from future litigation and resident complaints as the Weinger property develops. City Attorney Brandon clarified that the 1,000-foot state rule is a noticing requirement for new subdivisions, not a prohibition on the range itself. The Council instructed the applicant to coordinate with the Weinger property developers to connect road access at 2600 North (2700 N) to align with the City's master transportation plan. There was also a consensus that originally rezoning the entire 50 acres posed a risk to the city of unintended commercial uses should the shooting range project fail and concern over setting a land-use precedence for rezoning for Commercial uses.

To balance commercial use with land-use control, the Council directed to split the parcel and return with an amended application and a specific meet and bounds description for a refined 25-acre rezone to C-3 for the active shooting range area. This ensures the commercial zoning is limited strictly to the shooting range footprint, leaving the remaining parcel as A-2. The Planning Commission will then hold a new public hearing and approve or deny the rezone and then forward onto the City Council for final approval.

At 9:45 p.m. Councilmember Favero moved to adjourn the work meeting and was seconded by Councilmember Jenkins. The vote was unanimous.

Mayor

City Recorder

Date approved _____

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-15 and RE-20 ZONE TO AN RE-15 and RE-20 ZONE WITH THE SENIOR HOUSING OVERLAY. THIS PROPERTY IS LOCATED APPROXIMATELY 2131 N 4650 W.

Upon consideration of the petition to rezone the hereinafter described real property and the recommendations of the Plain City Planning Commission, and after public hearing on said petition,

THE CITY COUNCIL OF THE CITY OF PLAIN CITY HEREBY ORDAINS:

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property in their current zone with the Senior Housing Overlay:

#1

A parcel of land located in the South Half of Section 32, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Plain City, Weber County, Utah. More particularly described as follows: Beginning at a point North 00°57'29" East 1,832.50 feet and South 88°16'00" East 61.22 feet from the South Quarter Corner of said Section 32, and running thence; North 88°16'00" West 236.96 feet; thence North 06°01'52" East 171.27 feet; thence North 87°06'53" East 232.64 feet; thence South 04°04'37" West 189.68 feet to the Point of Beginning. Containing 42,136 square feet or 0.967 acres, more or less.

#2

A parcel of land located in the Southeast Quarter of Section 32, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Plain City, Weber County, Utah. More particularly described as follows: Beginning at a point North 00°57'29" East 1,832.50 feet and South 88°16'00" East 61.22 feet from the South Quarter Corner of said Section 32, and running thence; North 04°04'37" East 189.68 feet; thence North 87°06'53" East 29.54 feet; thence South 191.99 feet; thence North 88°16'00" West 43.01 feet to the Point of Beginning. Containing 6,908 square feet or 0.159 acres, more or less.

#3

A parcel of land located in the South Half of Section 32, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Plain City, Weber County, Utah. More particularly described as follows: Beginning at a point North 00°57'29" East 1,832.50 feet and South 88°16'00" East 73.50 feet from the South Quarter Corner of said Section 32, and running thence; South 06°53'36" West 88.15 feet; thence South 87°10'24" East 38.92 feet; thence South 05°42'58" West 130.96 feet; thence North 87°57'27" West 79.22 feet; thence North 88°31'00" West 338.28 feet; thence North 05°59'00" East 220.83 feet; thence South 88°16'00" East 379.24 feet to the Point of Beginning. Containing 88,108 square feet or 2.023 acres, more or less.

#4

A parcel of land located in the Southeast Quarter of Section 32, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Plain City, Weber County, Utah. More particularly described as follows:

Beginning at a point North 00°57'29" East 1,613.67 feet and South 88°02'15" East 92.43 feet from the South Quarter Corner of said Section 32, and running thence; South 87°57'27" East 192.48 feet; thence North 06°28'34" East 128.42 feet; thence North 87°10'24" West 194.04 feet; thence South 05°42'58" West 130.96 feet to the Point of Beginning. Containing 25,012 square feet or 0.574 acres, more or less.

2. This ordinance shall become effective immediately upon its passage and adoption.

Passed and ordered posted this _____ day of _____, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder



AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN PLAIN CITY, UTAH, AND
GROW DEVELOPMENT, LLC

THIS AGREEMENT for the development of land (hereinafter referred to as “Agreement”) is made and entered into this 7th day of May 2026, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as “city”) and **Kelly’s Cove and the partnership of Properties for Hope, LLC and Grow Development, LLC** (hereinafter referred to as “Developer”). The City and Developer are collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of **RE-15 and RE-20** to add a SENIOR HOUSING OVERLAY (Residential), of certain properties located at **2131 N 4650 W; 2149 N 4650 W; and the western 0.95 ac of 2183 N 4560 W**, Plain City, UT, and contained by the following **parcel numbers**: 190330048 (western most 0.81 acre), 190330005, 190330004, 190330040, 190330052 (western most 0.95 acre) (hereinafter the “Subject Property”); and

WHEREAS, the overall Subject Property consists of approximately **3.13 acres**; and

WHEREAS, City has approved Senior Housing Overlay zoning for the subject property (as shown in “Exhibit A”) subject to the Developer agreeing to certain limitations and undertakings described herein, which agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Developer is in the best interest of the City and the health, safety, and welfare of its residents.

WHEREAS, the parties, having cooperated in the drafting of this agreement, understand and intend that this is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. 10-9a-103 (12).

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this Agreement:



1.1 “Owners Property” shall mean that property owned by **Properties for Hope, LLC and Grow Development, LLC**

1.2 “City” shall mean Plain City, a body corporate and politic of the State of Utah. The principal office of City is located at 4160 W 2200 N, Plain City, Utah 84404.

1.3 “City’s Undertakings” shall mean the obligations of the City set forth in Article II

1.4 “Owners” shall mean **Properties for Hope, LLC and Grow Development LLC**

1.5 “Developer” shall mean **Properties for Hope, LLC and Grow Development, LLC**. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest. The Developer shall be the owner at the time this agreement is executed.

1.6 “Developers’ Undertakings” shall have the meaning set forth in Article III.

1.7 “Subject Property” shall mean the **3.13 acres** described above. The legal description for the property shall be included as Exhibit A

ARTICLE II CITY’S UNDERTAKINGS

2.1 Subject to the satisfaction of the conditions set forth in this agreement, the City shall accept an application for a Site Plan and Subdivision of the Subject Area from Developer. The site plan and subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE III DEVELOPERS UNDERTAKINGS

Conditioned upon City’s performance of its undertakings set forth in Article II and provided Developer has not terminated this Agreement, Developer agrees to the following:

3.1 The Developer shall have the right to develop up to **14 new** residential single-family units, with access on a private road and connections to public roads and rights of way in the locations shown on Exhibit B. Roads shall conform to city standards. The units shall be generally located in the configuration shown on the site plan in Exhibit B.

3.2 The Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application to comply with all City ordinances and the terms of this agreement.



3.3 Site Plan/Subdivision. The Developers will prepare a Site Plan Application and Subdivision Application reflecting the proposed development of the Subject Property. The Site Plan and Subdivision applications shall be processed as required by Plain City Code. The approved Site Plan and Subdivision shall be executed and binding on the Parties. Developer shall guarantee the installation of the improvements in the approved Site Plan. Developer will provide this guarantee to the City in accordance with Title 11, Chapter 4 of the Plain City Code. Such guarantee must be secured prior to the subdivision plat recording.

The Site Plan may be amended by receiving a recommendation from the Planning Commission and approval from the City Council to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations. The Subdivision can be amended subject to the process laid out in City ordinances.

3.4 Landscaped Lots. Developers shall fully and uniformly landscape all yards, common space, and open space within the proposed development. A landscape plan, including the location, type, and size of all materials, shall be submitted, and approved as part of the Site Plan application.

3.5 Maintenance. Developers shall maintain all landscaping, common areas, amenities, sidewalks, and private roads until a Homeowners Association is established. The HOA will then be responsible for maintaining all landscaping, detention pond, sidewalks, private roads, utilities, street signs, street lighting, and common area open space within the development.

3.6 HOA and CCRs. Developer shall record Covenants, Conditions and Restrictions providing for the following:

a) Homeowners Association with bylaws to include maintenance items listed in 3.5 of the developers' undertakings.

b) Architectural guidelines for all the units and any accessory buildings in the development. A Development Plan, including the proposed architectural standards shall be included as Exhibit C.

3.7 Amenities shall be reviewed and approved as part of the site plan application. The proposed amenities shall be included in the Development Plan included as Exhibit C.

3.8 Existing Home. The existing home on 2131 N and 4650 West shall not be included within the subdivision and will maintain its current zone and use.

3.9 Ownership of Culinary and Pressurized Irrigation water lines. Developer will work with culinary water provider to provide an easement for a main watermain under the private drive. Laterals will be owned by the individual lot owners. A single pressurized irrigation lateral will be



made on 2150 N which will be owned by the HOA for irrigation of common areas. Pressurized irrigation will not be provided to individual lots.

3.10 Amendments. Developers agree to limit development to the uses provided herein. Developers agree that this agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

3.11 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE IV GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

4.1 Issuance of Permits - Developers, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developers' Undertakings and shall make application for such permits directly to Plain City and other appropriate agencies having authority to issue such permits in connection with the performance of Developers' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

4.2 Completion Date. The Developers shall, in good faith, reasonably pursue completion of the development. Each completed portion of the project must meet the requirements of this Agreement and the City's ordinances and regulations.

4.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developers and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developers' Undertakings.

4.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

ARTICLE V REMEDIES

5.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to



commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

5.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

5.1.2 If the remedy of reversion is pursued, the defaulting Developer(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning.

5.1.3 If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

5.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Developers, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

5.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

5.4 Rights of Developers. In the event of a default by Developers' assignee, Developers may elect, in their discretion, to cure the default of such assignee, provided, Developers' cure period shall be extended by thirty (30) days.



ARTICLE VI GENERAL PROVISIONS

6.1 Successors and Assigns of Developers. This Agreement shall be binding upon Developers and their successors and assigns, and where the term “Developers” is used in this Agreement it shall mean and include the successors and assigns of Developers not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developers) of the Subject Area.

6.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developers: Grow Development, LLC

1265 Fort Union Blvd Suite #302
Midvale, UT 84047

To City: PLAIN CITY CORPORATION

4160 W 2200 North
Plain City, Utah 84404

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

6.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

6.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.



6.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

6.6 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.7 This Agreement shall not take effect until the City has approved this Agreement pursuant to a resolution of the Plain City Council. The Development Agreement shall commence upon the date this agreement has been recorded in the official records on file in the office of the recorder of Weber County, state of Utah.

6.8 This Agreement shall be recorded upon approval and execution of this agreement by the Developer(s), whose property is affected by the recording and the City.

6.9 This agreement shall be binding on the successors and assigns of the Developer. In such event, the buyer or transferee of the parcels so transferred shall be fully substituted as Developer under this agreement and Developer shall be released from any other obligations under this agreement as to the parcels so transferred.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

PLAIN CITY CORPORATION:

[Handwritten signature]

Phil Meyer, Mayor

ATTEST

[Handwritten signature]

City Recorder



Reviewed and approved as to legal form

[Handwritten signature]

City Attorney



I (we), JACOB HONE, GROW DEVELOPMENT VICE PRESIDENT being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Jacob Hone
Your name here

Subscribed and sworn to me this 7th day of May 2026
Diane W Hirschi

Notary Public
Residing in: Plain City
My Commission Expires: Jan. 24, 2029





EXHIBIT "A"
Property Description

Parcel 1:

Parcel Tax#: 19-033-0048 (western most 0.81 ac)

PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 1601.8 FEET NORTH 0°31' EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE SOUTH 87°57' EAST 282.6 FEET THENCE NORTH 5°48' EAST ALONG THE CENTER LINE OF STREET 143 FEET, THENCE NORTH 88°16' WEST 230 FEET THENCE NORTH 5°48' EAST 90 FEET THENCE NORTH 88°16' WEST 386.7 FEET THENCE SOUTH 5°59' WEST TO THE SOUTHERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTHEASTERLY ALONG SAID CORPORATE LIMITS LINE TO APOINT NORTH 87°07' WEST AND NORTH 5°07' EAST ALONG THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY FROM THE POINT OF BEGINNING, THENCE SOUTH 5°07' WEST ALONG SAID CORPORATE LIMITS LINE TO APOINT NORTH 87°07' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 87°07' EAST TO BEGINNING. EXCEPTING FROM SAID TRACT OF LAND THAT PORTION THEREOF OWNED AND OCCUPIED BY HORACE A KNIGHT ON THE WEST AND EXCEPT THAT PORTION HERETOFORE CONVEYED TO RULON JENKINS ON THE SOUTH.

Parcel 2:

Parcel Tax#: 19-033-0040

Part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian: Beginning at the Southeast corner of said Southwest Quarter Section; running thence West 1320 feet along the Section line; thence North 1634.5 feet, more or less, to the Northerly line of land conveyed to Bank of Utah by Deed recorded in Book 633, Page 363, Weber County Records; thence South 89°17' East 1137.7 feet; thence North 15°03' West 390 feet, more or less, to the Southerly line of the County Road known as 2150 North Street; running thence South 5°59' West 161 0 feet to the point of beginning; thence South 88°16' East 60.35 feet; thence South 15°03' East 134.69 feet to the Southerly corporate limits of Plain City Town; thence South 82°08' West 120 feet, more or less, along said corporate limits line; thence North 5°59' East 139 feet to the place of beginning.



Parcel 3:

Parcel Tax#: 19-033-0004

A part of the Southwest Quarter of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; Beginning at a point West 1320 feet North 1634.5 feet, more or less, to the Northerly line of land defined by Warranty Deed recorded in Book 633, Page 363, and South 89°17' East 1137.7 feet from the Southeast corner of said Quarter Section, and running thence North 15°03' West to the corporate limits line of Plain City; thence Southwesterly along said corporate limits line to a point North 5°59' East and North 89°17' West from the beginning; thence South 5°59' West to a point North 89°17' West from the point of beginning; thence South 89°17' East to the point of beginning.

Parcel 4:

Parcel Tax#: 19-033-0005

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1601.8 FEET NORTH 0°31' EAST AND NORTH 87°07' WEST 329.5 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 87°07' EAST TO THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 5°07' EAST 115 FEET MORE OR LESS THENCE SOUTH 89°33' WEST ALONG SAID CORPORATE LIMITS LINE 194 FEET, THENCE SOUTH 82°08' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5°59' EAST FROM THE POINT OF BEGINNING, THENCE SOUTH 5°59' WEST TO POINT OF BEGINNING. EXCEPTING FROM SAID TRACT OF LAND THAT PORTION THEREOF OWNED AND OCCUPIED BY HORACE A KNIGHT ON THE WEST AND EXCEPT THAT PORTION HERETOFORE CONVEYED TO RULON JENKINS ON THE SOUTH.

Parcel 5 (Western most 0.95 ac of the following)

Parcel Tax #:19-033-0052

PART OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHWESTQUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48' EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND THENCE SOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST 443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, RUNNING THENCE SOUTH 87D07' WEST 262.32 FEET, THENCE SOUTH 5D59' WEST 171.54 FEET; THENCE SOUTH 88D16' EAST 280 FEET; THENCE NORTH 192.32 FEET, MORE OR LESS, TO POINT OF BEGINNING.

Exhibit B- Site plan

Site Data
 PROJECT: LOTS
 3.13 AC
 14

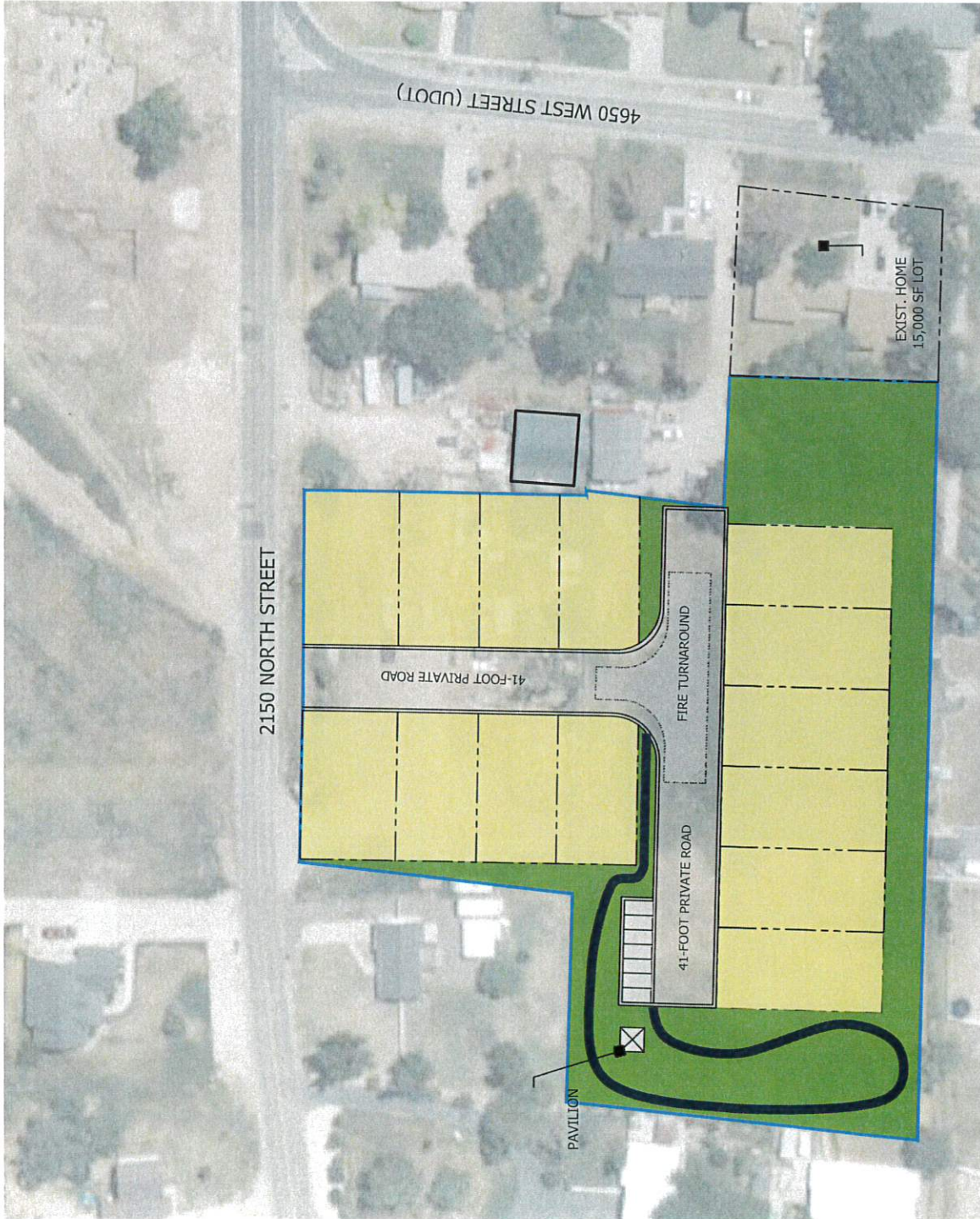
2 CAR GARAGE/2 CAR DRIVWAYS
 2 PROVIDED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 MIN. LOT AREA: 35
 FRONT YARD: N/A
 REAR YARD: N/A
 INT. SIDE YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



This plan is for illustrative purposes only.



PLAINCITY SENIOR OVERLAY

CONCEPT - 1

PLAIN CITY, WEBER COUNTY, UTAH

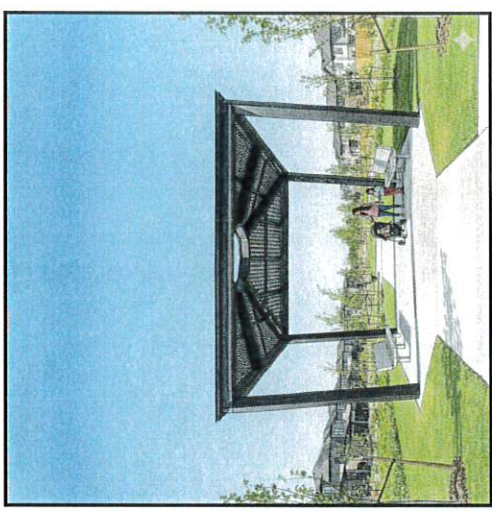
HUNT · DAY
 1000 W. 1000 S.
 SPOKANE, UTAH 83200
 PH: 801.664.4724

Site Data

3.13 AC
 10 LOTS
 4.164 SP/0.99 AC OR 174'
 2 CAR GARAGE/2 CAR DRIVEWAYS
 78 FRONTED

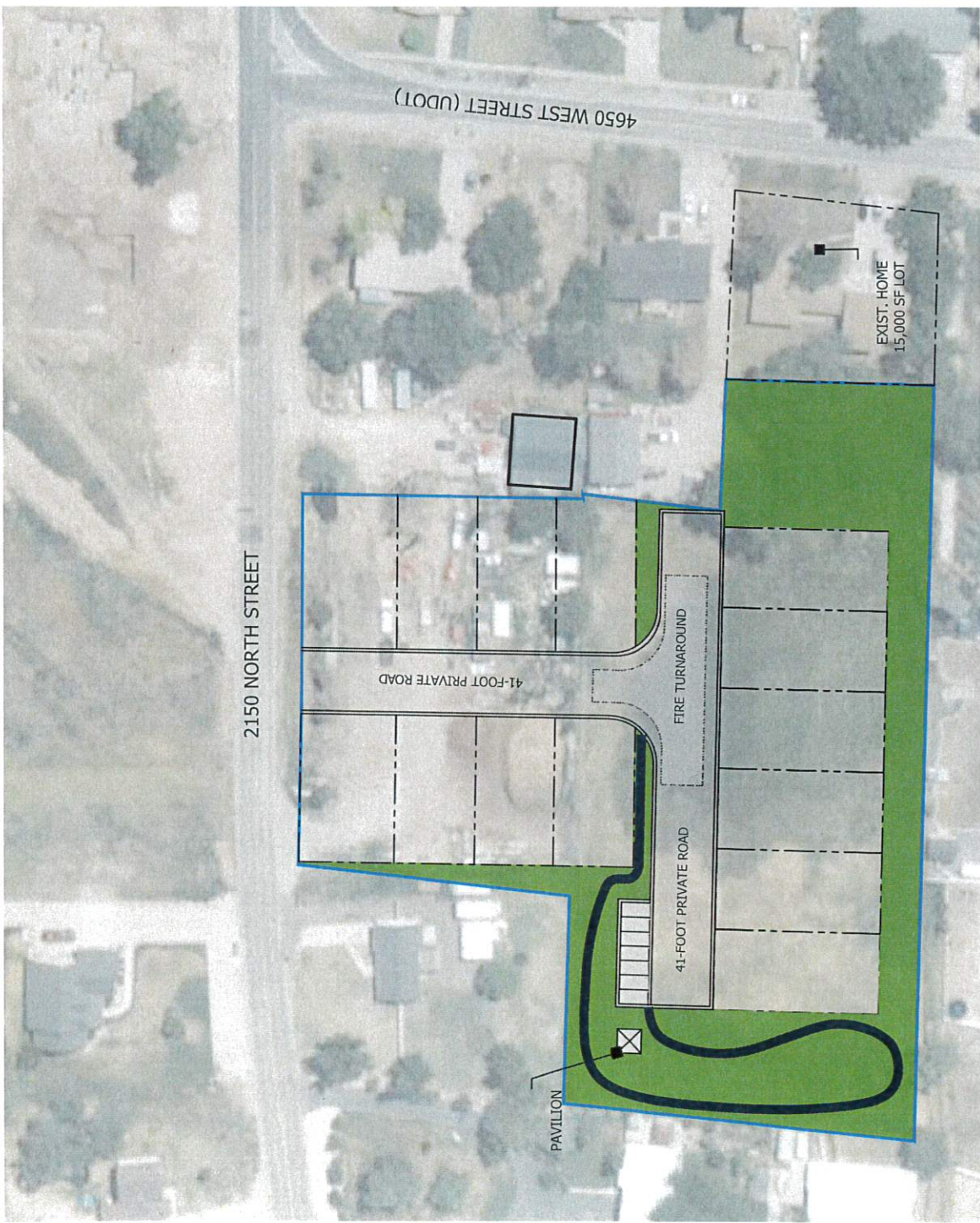
Zone & Lot Requirements

ZONING: SRUCSE OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 35'
 FRONT YARD: 35'
 REAR YARD: N/A
 DR. SIDE YARD: 15'
 FRONT LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



T. Pedersen
 Proj. No. 116-101
 11/15/2020
 P2564-02-0001
 P2564-02-0002

The plans for this project are prepared by:



PLAINCITY SENIOR OVERLAY

OPRN SPACE PLAN

PLAIN CITY, WEBER COUNTY, UTAH

HUNT · DAY
 ARCHITECTS & PLANNERS
 35100
 SPOKANE, UTAH 83403
 PH: 801.664.4724



EXHIBIT C

Development Plan

The Kelly's Cove subdivision shall be required to follow and adhere to the Senior Housing Overlay Zone as described in the City Code Section 10-7-1 as of the date of this development agreement. The requirements listed in the overlay shall be followed, including the additional items listed below:

Number of Units

1. The maximum number of homes to be built in the community is 14 made up of separate Single Family Units. This is a density of approximately 4.47 units per acre which is within the required 6.0 unit per acre average.

Open Space

1. The open space requirement is 15.0% for the SHO zone, the community meets the requirement with a proposed open space of 1 acre or 32%

Setbacks

1. The minimum front yard setback shall be 25 feet. Unenclosed, covered porches may encroach into the front setback up to 5 feet.
2. Side Yard Setbacks, the minimum side yard setback for interior lots shall be 5' with a minimum of 10' between buildings.
3. For corner lots, the minimum side yard setbacks shall be 20' feet on the street side and 5 feet on the other side.
4. The minimum rear yard setback shall be 15 feet. Rear decks and covered patios with spot footings can protrude into the rear setback up to 5 feet.

Architecture

1. Single-family dwellings shall have at least a two car garage (with minimum, unencroached interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.
2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.
3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.
4. The minimum roof pitch shall be at least four to twelve (4:12).



5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.
6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.
7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.
8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.
9. Universal Design: Universal design (also known as "aging in place")
 - a. No step entries.
 - b. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
 - c. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.
 - d. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
 - e. Room thresholds that are flush.
 - f. Adequate lighting throughout the dwelling unit.
 - g. Provide lever door handles and rocker light switches.
 - h. Provide additional closet rod brackets to allow potential access from a wheelchair.
 - i. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 20-2017)

Landscaped Common Area and Amenities

1. The Developer shall landscape and improve all common areas, which shall be owned and maintained by the homeowner association (HOA). A minimum of twenty trees shall be installed within the common areas.
2. The Developer shall complete the landscaping and amenities within the common areas prior to the building permit of the last home is issued by the City.
3. The Developer shall install the following amenities within the landscaped common areas:
 - a. one pavilion with a minimum size of 300 square feet of covered space,
 - b. Two public BBQ's
 - c. A concrete walking path as depicted in Exhibit B
 - d. Three sitting benches throughout the community along the sidewalks or path
4. Developer will pay an additional park fee of \$3000 per lot with a minimum of \$42,000 paid at time of building permit fee.



Parking

1. Each lot shall have a minimum of 4 parking spaces provided with 2 parking spaces in the garage and 2 parking spaces on the driveway.
2. In addition there shall be a minimum of 6 guest parking stalls in the community.
3. Along the areas of the private road where homes only front one side of the road, guests shall be allowed to park on the opposite side of the road from where the homes are.

Homeowner Association (HOA)

1. The Developer warrants and provides assurances that all common areas, common area landscaping, and common area amenities, within the Project shall be maintained by a private HOA. The City shall have no maintenance responsibility in relation to the property owned by the HOA.
2. The HOA shall maintain Property Insurance covering the common areas and all buildings, fixtures, utilities and equipment therein and thereon that are the obligation of the HOA to maintain. Additionally, the HOA shall maintain Comprehensive General Liability Insurance, Director's and Officer's Insurance and Theft and Embezzlement Insurance.
3. A 3rd party Reserve Study shall be completed to determine adequate reserve funding. City public works staff shall have the opportunity to review and approve the Reserve Study, such approval to not be unreasonably withheld.
4. Before the HOA can transition away from Declarant control, the HOA reserve account must be funded at the level recommended by the Reserve Study.
5. After the period of Declarant control the HOA shall be managed by a 3rd party HOA Management Company, which must:
 - a. Have been in business for a minimum of 5 years with their primary business being community management;
 - b. Be current members of both the local and national chapters of the Community Association Institute (CAI);
 - c. Have a minimum of 5 employees;
 - d. Be staffed with employees having a minimum certification designation of Certified Manager of Community Associations (CMCA);
 - e. Be currently licensed, insured and in good standing with the State of Utah; and
 - f. Carry a minimum of 1 million dollars insurance for liability and fidelity.
6. The HOA shall be required to enforce the City SHO Zone age requirement of maintaining at least one household member must be Fifty (50) years or older.

See Exhibit E for a notional HOA budget, subject to a reserve study.

Community Architectural Review Committee

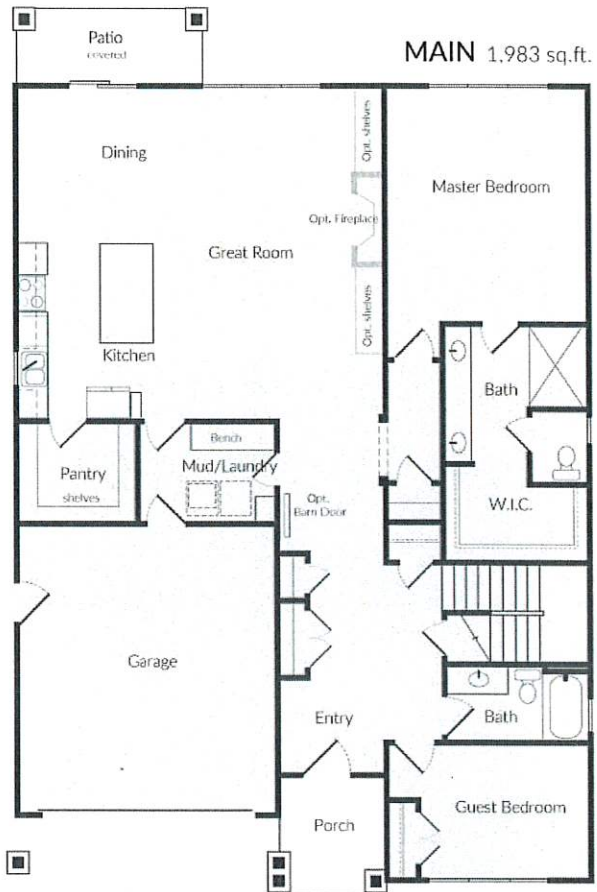
1. The Developer shall appoint an Architectural Review Committee ("ARC") to review and approve all homes to be built within the community. Each building permit submittal to Plain City shall include an ARC approval letter & checklist acknowledging each home meets the requirements as set forth in this Agreement.



Single Family Homes

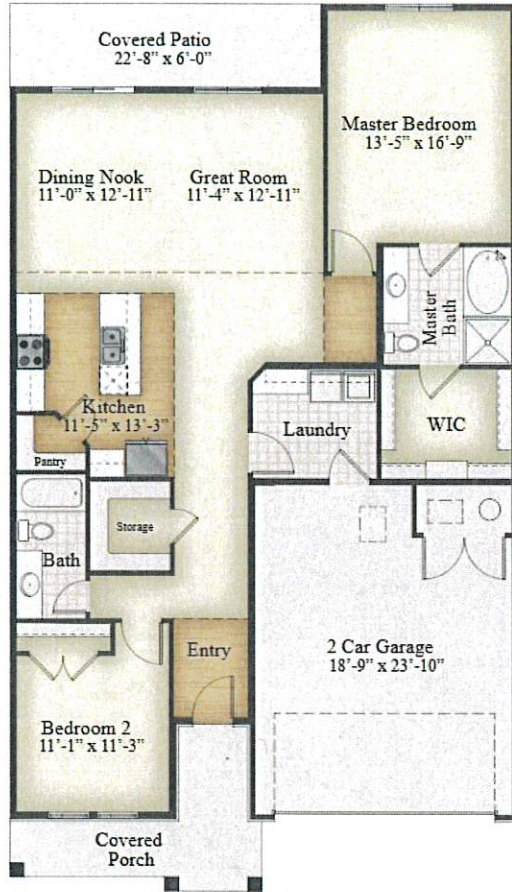
Example floor plans & elevations shown are concept plans demonstrating general ideas. Actually floor plans & elevations will differ from the examples to fit the requirements of the SHO (eg, single floor living, size of garage), but shall be of similar nature in both style and materials.

Exhibit D





Example 2:



1265 E Fort Union Blvd Suite #302 Cottonwood Heights, UT 84047



Exhibit E

EXPENSES	Annual	Monthly	Monthly / unit
ADMINISTRATION			
Tax Filing/CPA	\$600.00	\$50.00	\$3.57
Reserve Study (site due at build-out)	\$-	\$-	\$-
Licenses & Fees (County/State/1099s/Data	\$900.00	\$75.00	\$5.36
Legal Fees	\$1,000.00	\$83.33	\$5.95
Collections/Unpaid HOA Dues	\$-	\$-	\$-
Insurance (common area - no home coverage)	\$2,000.00	\$166.67	\$11.90
Management Fees	\$7,500.00	\$625.00	\$44.64
Total ADMINISTRATION	\$ 12,000.00	\$ 1,000.00	\$ 71.43
Total CAPITAL RESERVES - See below**	\$ 4,000.00	\$ 333.33	\$ 23.81
LANDSCAPE MAINTENANCE - OPEN SPACE			
Landscaping (Apr-Nov)	\$7,500.00	\$625.00	\$44.64
Landscape Extras (Tree Program)	\$1,000.00	\$83.33	\$5.95
Landscape Enhancement (replacement shrubs, trees, etc.)	\$2,220.00	\$185.00	\$13.21
Irrigation and Detention Repairs	\$1,200.00	\$100.00	\$7.14
Total LANDSCAPE MAINTENANCE	\$ 11,920.00	\$ 993.33	\$ 70.95
GENERAL MAINTENANCE			
Snow Removal	\$ 3,100.00	\$258.33	\$18.45
General Repairs & Maintenance (Shared Space)	\$ 1,500.00	\$125.00	\$8.93
Road repairs	\$ 5,000.00	\$416.67	\$29.76
Total GENERAL MAINTENANCE	\$ 9,600.00	\$ 800.00	\$ 57.14
UTILITIES			
Electric - for Lighting, Irrigation Timer	\$1,200.00	\$100.00	\$7.14
Water - Irrigation for Park/Open Space Only	\$5,500.00	\$458.33	\$32.74
Total UTILITIES (COMMON AREAS)	\$ 6,700.00	\$ 558.33	\$ 39.88
Total EXPENSES SHARED	\$44,220.00	\$3,685.00	\$263.21

SHARED MONTHLY EXPENSES ALL HOMES: \$263.21

**Reserves are additionally funded with portion of the Reinvestment Fee (aka Transfer Fee) on all home sales, due at close. The reinvestment fee is set at \$1,000.

RESOLUTION NO:

**A RESOLUTION APPROVING A SERVICE AGREEMENT
BETWEEN PLAIN CITY AND OGDEN TRANSFER STATION LLC
FOR DISPOSAL OF MIXED SOLID WASTE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

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

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

WHEREAS, the City does not currently provide solid waste disposal; and,

WHEREAS, Ogden Transfer Station LLC and Plain City have negotiated an Agreement for the purpose of providing waste disposal services for Plain City; and,

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

WHEREAS, the City Council finds that the public health, welfare and safety are at issue in this matter;

NOW, THEREFORE, the City Council of Plain City hereby resolves to enter into the attached Service Agreement with Ogden Transfer Station for the purposes authorized in the Service Agreement, and the Service Agreement is hereby approved. The Mayor of Plain City is authorized and directed to execute the Service Agreement for and on behalf of the city.

PASSED AND APPROVED by the Plain City Council this ____ day of _____, 2026.

Voting:

Councilmember Favero _____
Councilmember Beal _____
Councilmember Jenkins _____
Councilmember Wilson _____
Councilmember Panunzio _____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

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

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

City Name, (Customer): _____,

Contact Name: _____

Customer Information:

Plain City
4160 West 2200 North
Plain City, Utah 84404
801-731-4908

Type of Waste Generated: Mixed Solid Waste (MSW)

- 1. Purpose of Agreement.** Plain City, ('Customer' or "City") and Ogden Transfer Station ("Ogden TS or Contractor) (The 'Parties') enter into this Agreement to establish terms for disposal of 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 Ogden TS.
- 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 June 30, 2031 This Agreement shall automatically renew for a period of 5 years (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.** Customers, or their contracted service providers, shall tender only Acceptable Wastes to Ogden TS for transport and disposal. "Acceptable Waste" means material which is Non-Hazardous, Non-Contaminated, and which is not precluded from disposal at the landfill by other law regulation or governmental restriction. Customer agrees to exclusively direct all City contracted collection of "Acceptable Waste" from within the City limits to the Ogden TS for ultimate transportation and disposal to a landfill.

Title to Acceptable Waste will pass to Ogden TS once it is accepted at the Ogden Transfer Station. Title to and liability for any waste material that is not Acceptable Waste will at no time pass to Contractor and will at all times remain with the generator of that waste.

b . **Fees.** For services provided under this Agreement, Customer shall:

- 1) Pay \$49 per ton delivered for MSW to the Ogden TS (3027 Midland Drive, Ogden UT). Rate includes applicable taxes and fees.
- 2) Beginning January 1, 2027 and every January 1 during the term of the Agreement thereafter, all rates set forth herein shall be adjusted to reflect the most recently available trailing twelve (12) months average, utilizing October to October, in the cost of doing business, as measured by the most recently produced Consumer Price Index for All Urban Consumers: Water and Sewer and Trash (“W/S/T”) collection services (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, (West Urban) pending an annual review with the Customer. Any percent change in the CPI W/S/T shall equal the percent change in the disposal rate, with a floor no lower than zero percent (0%) per year.
- 4) In the event the average cost of fuel exceeds \$3.50 per gallon Contractor will charge a Fuel Recovery Fee (the “FRF”), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF will be determined based on the table attached hereto as Exhibit A, incorporated by reference.

c . **Payment and Service Charges.** Ogden TS shall invoice Customer monthly for all waste deposited in that period, to be paid within Twenty (20) days after receipt of invoice. Ogden TS shall charge and Customer shall pay a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, on any amounts paid after such twenty (20) day period. Customer shall also pay all reasonable costs of collection, including attorney's fees, incurred by Ogden TS in the collection of amounts owing but not paid by Customer within such twenty (20) day period.

4. **Ogden TS Responsibilities.** Ogden TS shall dispose of the Acceptable Waste pursuant to the terms herein, except in instances where: (a) Ogden TS rejects shipments of material under Paragraph 4 below ("Ogden TS Inspection of Waste"); or (b) Ogden TS rejects shipments because Customer has breached a term of this Agreement. Ogden TS shall:
 - a. maintain sufficient capacity to accept, Acceptable Waste, minimize wait times, maintain accurate weight measurements, and operate during its normal business hours.
 - b. Contractor shall maintain records of waste volumes, disposal locations, regulatory compliance. Records must be retained for at least two (2) years and made available to the Customer.
5. **Assurances.** Customer agrees to defend, indemnify and hold Ogden TS harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and all costs of defense relative thereto, including legal fees, caused by or resulting from breach of this agreement by the Customer, specifically including any breach of Customer's obligation to tender only Acceptable Waste to Ogden TS for transport or disposal. Ogden TS agrees to defend, indemnify and hold Customer harmless from and against all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, caused by or resulting from any breach of this agreement or negligent or wrongful act or omission by Ogden TS. Ogden TS shall further indemnify, defend, and hold harmless Customer from any and all environmental liabilities, including but not limited to release or threatened release of contaminants, oil, groundwater, or air contamination, cleanup costs, natural resource damages, and regulatory enforcement actions regardless of whether such liability arises before, during, or after disposal, provided the waste delivered by Customer was non-hazardous and consistent with Section 6 caused by Ogden TS's negligence or wrongful acts. This indemnity includes claims brought by regulatory agencies, adjacent property owners, employees of Contractor; and any third party. Contractor shall assume the defense of any claim upon written notice from Customer and shall not settle any claim affecting Customer without prior written consent. These indemnification obligations shall

not be limited by insurance coverage or any limitation of liability provisions. Notwithstanding any other provision herein, obligations created by this provision shall survive the Agreement

6. Insurance .

- a. The amount of insurance shall not be less than:
 - i) **Commercial General Liability:** Minimum of **\$3,000,000 general aggregate** with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 - ii) **Business Automobile Liability: \$1,000,000 combined single limit per occurrence** for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) **Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of **\$1,000,000 per accident.**
- b. Insurance is to be placed with insurers acceptable to and approved by Customer. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Customer. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- c. Customer shall be furnished with original certificates of insurance (COI) and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be received by Customer before work begins on the premises.**
- d. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- e. Any deductibles or self-insured retentions must be declared to and approved by Customer. At the option of Customer, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Customer, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to Customer guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- f. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.
- g. Under the "**Certificate Holder**" section, list the following information:

Plain City
4160 West 2200 North
Plain City, Utah 84404

7. **Extraordinary Adjustment** If disruptions in the supply chain for critical materials and equipment, labor shortages, or acts of God occur, these shall be discussed and adjustments made as needed. These unforeseen and extraordinary market conditions will be presented to Customer, and adjustments will be allowed in a timely manner.

- 8. Ogden TS Inspection of Waste.** Ogden TS shall be entitled to inspect and analyze each shipment of material tendered by Customer for transportation or disposal. Ogden TS's right to verify tests under this paragraph is entirely discretionary and imposes no duty on Ogden TS, Customer bears sole responsibility under this Agreement for tendering only Acceptable Wastes. If Ogden TS tests Customer's waste, and determines that the waste is not Unacceptable Waste, Customer shall pay Ogden TS's commercially reasonable cost incurred in testing the wastes. If Ogden TS determines that the waste is not Acceptable Waste, it may reject the waste by providing written notice, to the Customer. Removal (if necessary) and disposal of wastes rejected according to these standards shall be the responsibility of the Customer. If Ogden TS rejects waste as unacceptable, Ogden TS reserves the right to transport the waste to an alternate disposal site or to return it to Customer's site, and to collect from Customer any commercially reasonable expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.
- 9. Specific Performance as Primary Remedy (City-Favorable).** The Parties expressly acknowledge that strict compliance with the terms of this Agreement is essential to protect the public health, safety, and operational needs of the Customer. Contractor agrees that any breach or threatened breach of this Agreement will cause irreparable harm to the Customer for which monetary damages would be inadequate. Accordingly, the Customer shall be entitled, as a primary and preferred remedy, to specific performance, injunctive relief, and all other equitable remedies to enforce this Agreement, without the necessity of proving actual damages, posting bond, or establishing the inadequacy of monetary damages, to the fullest extent permitted by law. Contractor expressly waives any defense that such remedies are inappropriate or unavailable.
- 10. Cumulative and Non-Exclusive Remedies.** All rights and remedies available to the Customer under this Agreement, at law, or in equity are cumulative, concurrent, and non-exclusive. The exercise of any one remedy shall not limit or preclude the exercise of any other remedy. Without limitation, the Customer may pursue specific performance in addition to, or in lieu of, damages, termination, or any other available remedy.
- 11. No Waiver; Strict Enforcement.** No failure, delay, or course of dealing by the Customer in enforcing any provision of this Agreement shall be construed as a waiver of any rights. The Customer may enforce this Agreement strictly and in full at any time, notwithstanding any prior forbearance or failure to enforce. Any waiver must be in a written document signed by the Customer and shall be narrowly construed and limited solely to the specific instance expressly stated.
- 12. No Waiver of Future Enforcement or Remedies.** Any waiver by the Customer or Contractor of any breach or default shall not constitute or be deemed a waiver of any subsequent breach or default, whether similar or dissimilar. The Customer or Contractor's election not to pursue specific performance or any other remedy at any time shall not impair or limit its right to do so thereafter.
- 13. Contractor Acknowledgment and Estoppel.** Contractor acknowledges and agrees that it has carefully reviewed this Agreement and understands that the Customer is relying on Contractor's strict performance. Contractor shall be estopped from asserting that any provision of this Agreement is unenforceable or that enforcement by specific performance or equitable relief is unreasonable, inequitable, or contrary to public policy.
- 14. Unenforceability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
- 15. 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.

- 16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Utah.
- 17. **Entire Agreement.** This Agreement and any related signed Profiles or required forms constitutes the entire agreement between Customer and Contractor relating to the transport or disposal of Acceptable Waste and supersedes any and all prior agreements, whether written or oral, that may exist between Customer and Contractor.
- 18. **Independent Contractor.** Contractor is independent of Customer and shall perform all services according to its own methods without being subject to the control of Customer except as to the results obtained. Customer shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. Customer shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Plain City

Ogden Transfer Station, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FRF

Fuel Min	Fuel Max	FRF/Ton
\$ 3.50	\$ 3.74	\$ 0.28
\$ 3.75	\$ 3.99	\$ 0.57
\$ 4.00	\$ 4.24	\$ 0.85
\$ 4.25	\$ 4.49	\$ 1.14
\$ 4.50	\$ 4.74	\$ 1.42
\$ 4.75	\$ 4.99	\$ 1.71
\$ 5.00	\$ 5.24	\$ 1.99
\$ 5.25	\$ 5.49	\$ 2.28
\$ 5.50	\$ 5.74	\$ 2.56
\$ 5.75	\$ 5.99	\$ 2.85
\$ 6.00	\$ 6.24	\$ 3.13
\$ 6.25	\$ 6.49	\$ 3.41
\$ 6.50	\$ 6.74	\$ 3.70
\$ 6.75	\$ 6.99	\$ 3.98
\$ 7.00	\$ 7.24	\$ 4.27
\$ 7.25	\$ 7.49	\$ 4.55
\$ 7.50	\$ 7.74	\$ 4.84
\$ 7.75	\$ 7.99	\$ 5.12
\$ 8.00	\$ 8.24	\$ 5.41