# PLAIN CITY COUNCIL
# MINUTES OF REGULAR MEETING
# September 3, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, September 3, 2026 also accessible via ZOOM beginning at 6:30 p.m.

| | |
|---|---|
| Present: | Mayor Phil Meyer, Councilmembers Adam Favero, Jed Jenkins |
| Excused: | Councilmember Luigi Panunzio |
| Via Zoom: | Councilmembers Jan Wilson and Rachael Beal |
| Staff: | Diane Hirschi, Stacy Adams, Dan Schuler |
| Present: | Lt. Horton, Rob Ortega, Josh Ableman, Cheryl Bell |
| Zoom: | Michael Miller, Mike Phillips |

| | |
|---|---|
| Call to Order: | Mayor Meyer |
| Pledge of Allegiance: | Councilmember Beal |
| Invocation/Moment of Silence/Thought: | Mayor Meyer |

Approval of Minutes August 20, 2026

**Councilmember Jenkins moved to approve the regular meeting minutes with changes from August 20, 2026. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins and Wilson voted aye. The motion carried.**

Comments: Public

Cheryl Bell representing the League of Women Voters and herself as a Plain City resident, addressed the council on several points. Ms. Bell asked about the Flock cameras currently in use within City limits. She raised concerns about Weber County's access to the data and mentioned media reports regarding data privacy. She specifically inquired if Weber County works with ICE. Lt. Horton confirmed that Weber County Sheriff's Office participates in the 287G program, dedicating approximately eight hours per week to the initiative. Ms. Bell critiqued the current level of detail in the City's meeting agendas. She pointed out that neighboring cities provide more specific data, such as business names, parcel numbers, and addresses, which would help residents decide if they need to attend.

Report from Planning Commission

Commissioner Ableman provided a brief update, reported that the Planning Commission agenda included the Craig Jensen subdivision, but because the work meeting preceding the regular session exceeded its allotted time, the item was tabled and will be revisited at a future meeting.

Discussion/Motion - Conditional Acceptance of Wheatgrass Subdivision

Dan Schuler reminded the council that this project involved an ordinance change that allowed the cul-de-sac to be lengthened from 300 to 600 feet. Dan reported that the sidewalks are now in place, and the project is ready for its one-year warranty phase.
**Councilmember Jenkins moved to approve conditional Acceptance of Wheatgrass Subdivision. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins and Wilson voted aye. The motion carried.**

Motion: Approval of Business Licenses

New - Home Occupation

| | | | |
|---|---|---|---|
| Dirty Divot Golf LLC | 1828 N 4150 W | Jason Barnett | Golf Towels Company |

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

Motion: Approval of Warrant Register

**Councilmember Jenkins moved to approve the Warrant Register for 8/13/2026 - 8/31/2026 . Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins, Wilson voted aye. Councilmember Beal recused herself from vote. The motion carried.**

Report from City Council

**Councilmember Wilson** read by Councilmember Favero, confirming recreation flag and tackle football is in full swing and girls' basketball and boys' basketball signups ending in October. Planning has started for the Pumpkin Walk and Christmas tree lighting.

**Councilmember Jenkins** asked about the City's protocol for flying the U.S. flag at half-staff. He noted that a citizen had reached out to him regarding why the flag wasn't lowered for certain honors, mentioning recent Dolly Parton as an example. He suggested the city ensure it is closely following official calls for half-staff protocol.

**Councilmember Beal** reported on Mason's Bench raffle at Fremont High. Because of district-wide restrictions on memorials, the school cannot host the raffle at homecoming. The proceeds are still intended for the Hope Squad, and she asked for new ideas on where to host the fundraiser.

DRAFT

**Councilmember Favero** provided an updated on the 3600 West road project. He announced a full intersection closure at 2200 N and 3600 W starting Monday, September 14th, for a couple weeks. He noted that safe school routes for students have been coordinated. He also urged residents to be careful with e-bikes and scooters, reminding everyone to follow the safety laws already in place.

**Mayor Meyer n**oted the heavy use of the City's parks and rodeo grounds, which he sees as a sign of a healthy recreation department. Planning for the 4th of July 2027 is already underway to book entertainers early. He also noted work on the emergency preparedness manual.

**At 6:52 p .m. Councilmember Favero moved to adjourn and was seconded by Councilmember Jenkins. The vote was unanimous.**

______________________________ ______________________________
Mayor City Recorder

Date approved ____________________

# FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of September 2, 2026, ("Effective Date") and is between Plain City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, and Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks (hereinafter "FRANCHISEE"), a Limited Liability Company with its principal offices at 211 East 200 North Roosevelt, Utah 84066.

**WITNESSETH:**

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter "System") within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7 Chapter 5 of the City Code which governs the compensation and review process for telecommunication franchises in the CITY and Title 7 Chapter 3 which governs the rights-of-way within the City and FRANCHISEE agrees to be bound by the these provisions, the terms contained in this Agreement and any other applicable sections of the CITY ordinances and state law; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

## ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 **Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE. The above recitals are hereby incorporated into this Agreement by reference.

1.2 **Ordinance.** The CITY has in ordinance Chapter 5 "Telecommunications; Use of Rights of Way" which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with this ordinance. The parties agree that the provisions and requirements of this ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of this ordinance and any and all other applicable CITY ordinances and/or regulations. The definitions in the ordinance shall apply herein unless a different meaning is indicated.

1.3 **Ordinance Amendments.** The CITY reserves the right to amend the applicable ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the FRANCHISEE's rights and obligations under the applicable ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the FRANCHISEE agrees to comply with any such amendments.

1.4 **Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with any applicable City ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act found Utah Code Ann. 10-1-401 to10-1-410 and in accordance with Title 7 Chapter 5 of the City Code.

2.2 **Equal Treatment.** CITY agrees, within the guidelines of then-existing Utah law, to impose and collect from any third-party competitor of FRANCHISEE a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

## ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the Effective Date, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE and CITY upon the same terms and conditions as contained in this Agreement (plus any amendments to this Agreement and/or any other applicable law) for an additional five (5) year term. FRANCHISEE must provide to the CITY's representative designated herein written notice of the FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

## ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

## ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or applicable city ordinance or law is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and applicable ordinance. For the FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the ROW Ordinance, and the CITY's Excavation Permit Ordinance.

## ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE's control, and with respect to which full redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

## ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Recorder or his/her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the applicable ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 4160 W. 2200 North St. Ogden, UT 84404, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the applicable ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE at 211 East 200 North Roosevelt, Utah 84066, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

## ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the

FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 **Indemnification.** The FRANCHISEE agrees to indemnify and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

## ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEEs or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 **Underground Installation.** Notwithstanding the provisions of Article 1.3 an 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with applicable CITY ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEEs in the same location are required to do so.

## ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 **Acknowledgement of Franchisee Obligations under ROW Ordinance.** The Franchisee acknowledges and agrees to follow the construction and technical requirements contained in Title 7 Chapter 5 Code of Ordinances, as amended, which section requires, among other things, that Franchisee move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein.

## ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

11.3 **Time of Essence.** Time shall be of the essence of this Agreement.

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF, the parties execute this Agreement on the Effective Date.

By: ______________________________
City

By: Bruce H. Todd
E84870EBB551486B78F503D27820333A contractworks
Franchisee

Attest: ______________________________
City Recorder

EXHIBIT A

**Mayor and City Council,**

**RE:** Public Works Dept. fleet purchase

Mayor and City Council, I would like to request purchasing a newer truck for the Public Works Fleet.

A 2023 F150 XLT four door 4X4 with 47,943 miles from Young Ford in Ogden for a total cost of truck = **$34,026.00.**

Cost for the new truck would be purchased out of Class C Road Funds. Talking with Ryan, the city has $525,000.00 in the transportation fund and $250,000.00 in class C road funds = $775,000.00

- Dealership: Young Ford of Ogden
- With the purchase of said truck:
- New to fleet, 2023 F150 would be the Directors daily driver.
- Directors 2016 Chev 3500, 4 door pickup, 150,000 miles, w/plow setup and a newly rebuilt transmission, yearly service records. would move to the crews for daily work.
- 97 F-250 113,763 would retire from fleet.

# 2023 FORD F-150 XLT 4X4

VIN: **1FTFW1E88B70112**

**4-Door Truck**

Exterior Color: **White**

interior Color: **Gray**

Stock Number: **17UY0091**

Mileage: **47,943**

Transmission: **Automatic**
Drivetrain: **4-wheel drive**
Title: **Clear**

Thank you for your time and consideration.

Daniel Schuler
Public Works,Parks Director/Code Enforcement Director/Emergency Manager
385-466-1079


YOUNG

**Young Ford of Ogden**
3450 Wall Ave
Ogden, UT 84401
801-629-5506

| | |
|---|---|
| **Invoice:** | **17UY0091** |
| **Date** | **9/8/2026** |

| Description | | Price | Quantity | |
|---|---|---|---|---|
| PO# | | | | |
| VIN | 1FTFW1E88PFB70112 | $34,026.00 | 1 | $34,026.00 |
| Stock | 17UY0091 | | | |
| Year/Make | 2023 FORD | | | |
| Model | F-150 | | | |
| Color | WHITE | | | |
| Body | XLT 4X4 | | | |

*Terms- Net 14 Days, Late payment Charge 15% APR

**TOTAL** $ 34,026.00

CUSTOMER:
PLAIN CITY
4160 WEST 2200 NORTH
PLAIN CITY, UT 84404

Young Ford Ogden    Ogden, UT    Sales: 801-623-6298    Service: 801-430-9268    Parts: 801-430-9937

# 2023 Ford F-150

Track Price    Save

U    29 Photos

$34,026 Price

$34,474 Young Price

## Price details

| | |
|---|---|
| Price | $34,026 |
| Doc Fee | $448 |
| Young Price | **$34,474** |

**Young Ford Ogden**    **Call 801-623-6298**

We're here to help

### 10 Second Trade Value

Enter Year Make Model Trim

## The overview

| | |
|---|---|
| Exterior Color | Drivetrain |
| Oxford White | 4x4 |
| Interior Color | Engine |

Black

Odometer

47,943 miles

Fuel Economy

17/22 MPG City/Hwy Details

Transmission

Automatic

6

VIN

1FTFW1E88PFB70112

Stock Number

17UY0091

## The highlights

- Lane departure
- Emergency communication system
- Wireless phone connectivity
- Parking sensors
- Exterior parking camera rear
- Auto high-beam headlights
- Split folding rear seat
- Perimeter/approach lights
- Remote keyless entry
- Steering wheel mounted audio controls
- Fully automatic headlights
- Security system

All 15 Highlights

## + The full specifications

## Notes from the dealer

## Peace of mind

### Vehicle history report

- Title information
- Odometer readings
- Accident data (if applicable)
- Service history
- Vehicle usage
- Recall information (if applicable)
- Warranty status

### A name you can trust

Young Ford Ogden is dedicated to your satisfaction before, during, and after your purchase. We'll go the extra mile to take care of you.

More about us

## KBB.com Consumer Reviews

**0.0** out of 5 overall ☆☆☆☆☆

Privacy (https://www.kbb.com/company/privacy-policy/)

Outlook

## City Council Agenda

**From** David Pitcher <clearcreekdevelopment@yahoo.com>
**Date** Tue 9/1/2026 4:01 PM
**To** Diane Hirschi <dianeh@plaincityutah.gov>
**Cc** Kent Hoggan <kenthoggan@yahoo.com>

Diane,

Since there seems to be no consensus as to what the city wants or would accept on the acreage we are deeding to the city we would like to propose a fee in lieu of improvement.
The last time we were at a city meeting the council approved a proposal like this.

Can we please get on the agenda for the next meeting on the 17th so we can ask the Council if this would be acceptable.

David Pitcher
661-865-2945

Outlook

## Fw: Winegar Development Agreement 3 request

From Daniel Martoma <danielm@plaincityutah.gov>
Date Wed 9/2/2026 12:29 PM
To Diane Hirschi <dianeh@plaincityutah.gov>

Just FYI, here's the latest from David Pitcher.

-Daniel M.

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**From:** David Pitcher <dvdpitch@yahoo.com>
**Sent:** Wednesday, September 2, 2026 12:10 PM
**To:** Kent Hoggan <kenthoggan@yahoo.com>; Daniel Martoma <danielm@plaincityutah.gov>
**Subject:** Re: Winegar Development Agreement 3 request

All we need to know is how we get some sort of confidence in a lot/subdivision design.
We have everything in place to submit a subdivision application, but we can't seem to get anywhere with the city. We even finished the permitting with the Army Corp and that bureaucracy before we have gotten off the ground with Plain City.

We have absolutely no idea:
1. If the city is going to accept the lot count/overlay
2. If the city will accept the layout/design
3. What the city is expecting or will accept to approve the overlay.

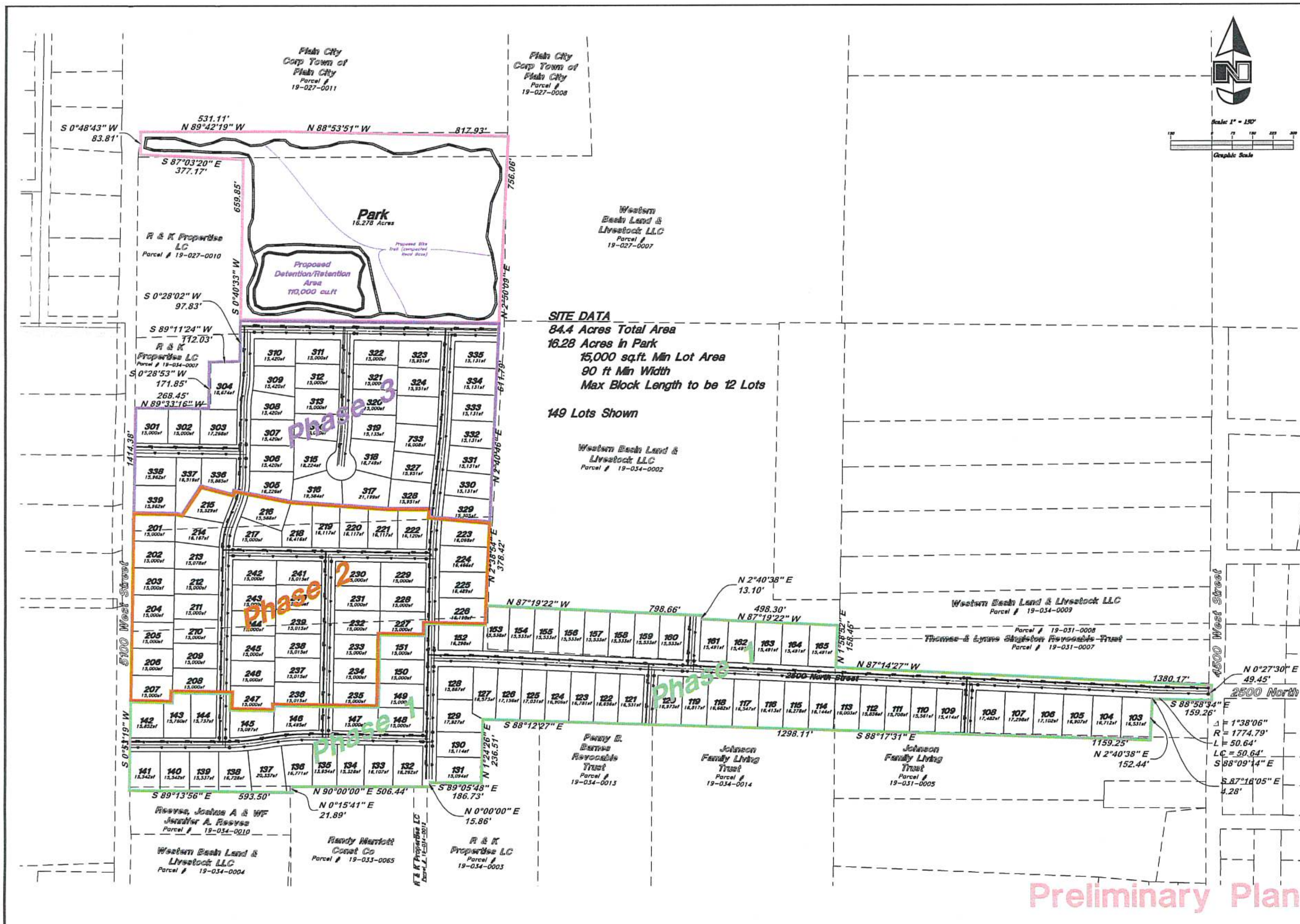
We have been seeking an answer to this question for almost 2 years and for 2 years the city has kicked the can down the road to the next meeting. We have developed hundreds of subdivisions west of the Rockies and this is the most unsophisticated, rudimentary city I have delt with. California is easier than Plain City. At least they tell you what you have to do then say no. Plain City can't seem to tell us anything.

David Pitcher
661-865-2945

# DEVELOPER IS PROPOSING

- Deeding of 16.28 of Open Space Acreage ........ $1,200,000
- Extension of 2700 N. (This new design cost developer 1 lot $80,000) and does not Benefit the Development. ........ $102,000
- Repaving of 2500 N to Existing City Standards ........ $96,000
- Bringing Secondary Water up 5100 W With a Loop Back to 2200 N. ........ $326,000
- Install Oversized Secondary Water Line Large Enough to Serve Other properties North of 2200 Below the Bluff........ $84,000
- Pioneer a Pump Station that will provide Secondary Water to Properties in the Vicinity North of 5100 W. ........ $650,000

**TOTAL VALUE $2,458,0000**




GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

REV | DATE | DESCRIPTION

**Overall Prelim**

**Winegar's Meadow**

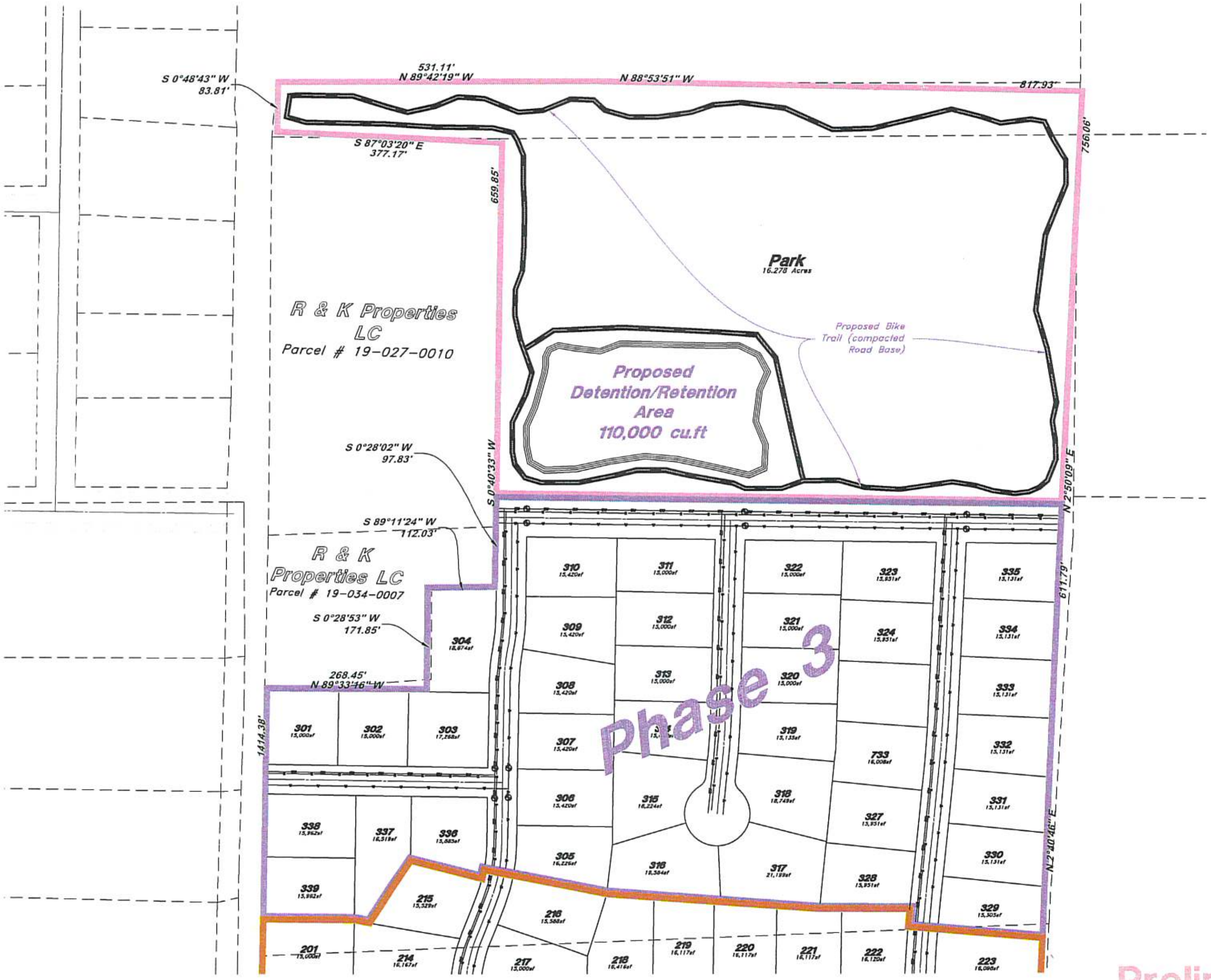
Approx. 2700 North 5100 West Street
Plain City, Weber County, Utah
A part of the NW Quarter of Section 32, T7N, R2W, SLB&M, U.S. Survey

October 2025

SHEET NO. P1

25-722-MST

E:\PRJT\25-722 Winegar's Meadows\DWG\25-722-Prelim C.dwg, 7/17/2026 11:47:50 AM, DWG To PDF.pc3




Preliminary Plan

Overall Prelim

**Winegar's Meadow**

Approx. 2700 North 5100 West Street
Plain City, Weber County, Utah
A part of the NW Quarter of Section 32, T7N, R2W, SLB&M, U.S. Survey

GREAT BASIN INC
ENGINEERING
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

| REV | DATE | DESCRIPTION |
|---|---|---|

October 2025

SHEET NO.
**P2**

25-722-MST

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Scale: 1" = 150'

Graphic Scale

Preliminary Plan

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GREAT BASIN ENGINEERING INC

5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
WWW.GREATBASINENGINEERING.COM

Overall Prelim

**Winegar's Meadow**

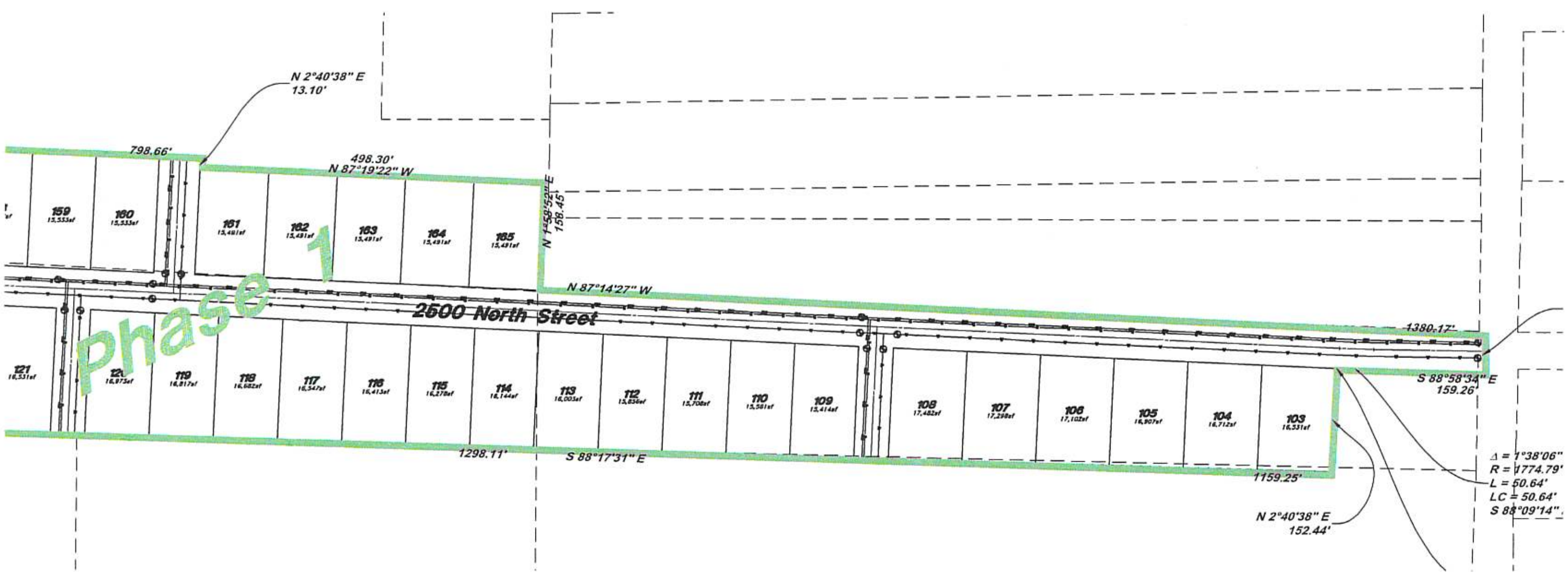
Approx. 2700 North 5100 West Street
Plain City, Weber County, Utah
A part of the NW Quarter of Section 32, T7N, R2W, SLB&M, U.S. Survey

October 2025

SHEET NO.

P3

| REV | DATE | DESCRIPTION |
|---|---|---|




Preliminary Plan

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**Overall Prelim**

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SHEET NO. **P4**

25-722-MST

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