

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
September 17, 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 17, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Jan Wilson and Luigi Panunzio
Excused: Councilmembers Rachael Beal and Jed Jenkins
Staff: Diane Hirschi, Stacy Adams, Dan Schuler, Daniel Martoma, Brandon Quinney
Present: Sgt. Arbogast, David Pitcher, Kent Hoggan, Rob Ortega, Gary Westergard
Zoom: Carl Miller, Cheryl Bell, Michael Miller, Sylvia Wilkins, Travis Pay, Mike Phillips, Moyes

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

Approval of Minutes September 3, 2026

Councilmember Wilson moved to approve the regular meeting minutes as presented from September 3, 2026. Councilmember Favero seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.

Comments: Public
none

Report from Planning Commission

Commissioner Westergard stated the Commission scheduled a public hearing for October 8th regarding the Western Basin Land and Livestock request to rezone this property from A2 to C3 to accommodate a proposed shooting range. They also had a work meeting to discuss the General Plan Strategy. There was lengthy discussion work session regarding a new West Weber Concept District in the northwest section of the city. The discussion explored density standards and the mechanisms for overlay changes. Commissioner Westergard expressed frustration regarding effort vs. outcome of these general plan discussions but are deemed essential for ensuring that future density aligns with the City's long-term vision.

Discussion/Motion: Approval of Franchise Agreement for Strata Networks – Telecommunications Co

Sylvia Wilkins of Strata Networks was on Zoom for any questions. The Council discussed the terms of the agreement. City Attorney Brandon Quinney clarified the agreement carries a 10-year term and is retroactively effective to September 2, 2026, to account for work already in progress. This licensing ensures the city maintains control over its infrastructure and receives fair compensation for the use of its land. City Attorney Quinney highlighted the legal risk of Strata performing without an agreement, noting that in the absence of a signed contract, the City's only enforcement mechanism against a private utility is the legal system. He recommended the City Council could approve the agreement with a temporary addendum, allowing work to continue while legal staff clarifies whether the City must adhere to Utah Code 10-1-403 of 3.5% cap or can move toward with up to 6% for a franchise fee. **Councilmember Wilson moved to approve franchise agreement for Strata Networks - Telecommunications Co. with a temporary addendum for the franchise fee. Councilmember Panunzio seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.**

Discussion/Motion: Approval of Fleet Purchase – Streets Department - \$34,500

Dan Schuler provided the justification for purchasing a 2023 Ford F-150, arguing that the current fleet vehicle a Chevy 3500 with over 150,000 miles is currently a constant maintenance drain and budget cost despite a rebuilt transmission. He also mentioned they also have a 1997 F350 which leaves his department stranded at least once a month. The final fleet price was secured at \$34,026 (a reduction from the \$34,500 agenda estimate). This will be funded by Class C Road funds.

Councilmember Favero moved to approve Fleet Purchase Ford F150 for \$34,026 for the Streets Department. Councilmember Wilson seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.

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Motion: Approval of Business Licenses

New - Home Occupation

Addicted to Aesthetics	3071 N 3150 W	Brittni Lynn	Aesthetic Injections
Kokonut Consulting LLC	3285 W 2975 N	Semisi Moeakiola	Security Consultant

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

Motion: Approval of Warrant Register

Councilmember Panunzio moved to approve the Warrant Register for 9/1/2026 - 9/15/2026 . Councilmember Wilson seconded the motion. Councilmembers Favero, Wilson and Panunzio voted aye. The motion carried.

Report from City Council

Councilmember Favero reported the 3600 West construction project is ongoing and to be careful driving the area with narrow lanes and traffic plates as the speed limit is lowered. Also, an upcoming UDOT meeting regarding the SR177 corridor future project.

Councilmember Wilson reported a massive surge in kindergarten basketball registrations, tackle football playoff, flag football and girls' basketball and the Pumpkin Walk and Scavenger Hunt starts on October 23rd and 24th. Colette still needs people to help with displays and pumpkins.

Councilmember Panunzio stated he had nothing to report and apologized for missing the last few meetings.

Mayor Meyer stated he was notified of stop signs down and stolen in the city.

Dan Schuler noted the replacement cost of \$256 per sign and deter future theft, the city is now concreting signposts into buried buckets.

At 7:09 p .m. Councilmember Wilson 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
September 17, 2026

The City Council of Plain City convened in a work meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, September 17, 2026 also accessible via ZOOM beginning at approximately 7:10 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Jan Wilson and Luigi Panunzio
Excused: Councilmembers Rachael Beal and Jed Jenkins
Staff: Diane Hirschi, Stacy Adams, Dan Schuler, Daniel Martoma, Brandan Quinney
Present: David Pitcher, Kent Hoggan, Rob Ortega, Gary Westergard
Zoom: Carl Miller, Michael Miller, Mike Phillips, Moyes

The purpose of the work meeting is for a discussion of the developer's proposed amenities for Winegar Meadows - approx. 2500 N 5100 W.

David Pitcher opened with an apology for his previous crass emails a calculated softening of the ground before he launched into a narrative of developer paralysis. He attempted to frame Plain City as a bureaucratic wasteland, using a comparison to California as a rhetorical depth-charge intended to shame the Council into a hurried decision. He said that is really where we're struggling is we just need to know what the City wants on the park or not and we've been at a standstill for a long time. Trying to know if the City going make them put up a million dollars for a park or other amenities.

Mayor Meyer and Councilmember Favero were quick to check this narrative, reminding the developers that the transition to a new City Planner necessitated a thorough, by-the-book review that the City would not bypass simply because a developer felt stalled.

David Pitcher and Kent Hoggan framed the necessary components of their own project's viability as gifts to the City. Proposing indirect benefits like Secondary Water/Irrigation Lines, Lift Station Updates and Pioneering Utility Extensions.

The City correctly views them as the bare minimum for subdivision approval. Kent Hoggan suggested a 2-acre pond could be credited toward open space, but City Planner Martoma held firm on Code 10-20-3 that stormwater detention would only count as developed open space if it exceeds 5 acres and is suitable for multiple purposes.

City Planner Daniel Martoma provided the legal framework of City Code 10-20-3, which became the central point of friction. During this segment, Martoma dropped a vital technical correction: while the developers claimed 17+ acres of open space, a check of Weber County records showed only 16.2 acres. This discrepancy is crucial, as the developers are playing fast and loose with numbers to limp toward the 33% threshold.

Feature	Code Requirement (10-20-3)	Developer Proposal
Open Space %	33% of Total Development	~19.2% (16.2 acres per County records)
Amenity Type	Exceptional / Developed Open Space	Hybrid (Land + Trails + Fee)

City Attorney Quinney stated that the Council is making a precedent-setting concession here. By entertaining a 19% donation instead of 33%, the City isn't just helping Winegar Meadows, they are effectively rewriting the Residential Overlay for every future developer in Plain City.

Councilmember Favero noted they did not want a trail that leads to nowhere. He emphasized functional connectivity over percentage-based compliance, insisting that if the developer wants credit for a path, it must connect functionally to the Rail Trail and 5100, ensuring the City actually have a loop that goes somewhere. The Council gravitated toward a fee-in-lieu model, a strategic exit from a City park proposal of the past.

The Final Proposed Package Details:

Land: 16.2 acres donated (Phase 1).

Infrastructure: Paving 2500 North (approx. \$100,000).

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Trails: Dirt/e-bike track (\$30,000) and a paved trail extension to provide a functional loop.
Water: 2 to 3 acre-feet of irrigation water for the donated land.
Cash: A fee-in-lieu of \$1,000 per lot (approx. \$152,000 total).

David Pitcher stated that taking cash for a future park might be a strategic win. It allows the City to aggregate funds for a regional facility later rather than maintaining a half-baked dirt track that will inevitably become a liability or a weed-patch.

The entire negotiation was nearly derailed by a late-meeting administrative realization from Commissioner Westergard who pointed out that Code 11-5-18 requires 1.5-acre lots for rural residential status, which waives curb and gutter. Since Winegar Meadows is utilizing a denser overlay, the developer is likely legally required to provide full curb, gutter, and sidewalk. David Pitcher's immediate reaction was that this would mess up the numbers and suggested they planned for the City code they claimed to understand better than the City.

The Council sat for a while after the consensus with the weight of the curb and gutter bomb hanging over the final discussion.

Immediate Action Items:

City Planner Martoma: Verify rural residential code standards (11-5-18) specifically regarding curb, gutter, and sidewalk for the proposed lot sizes.

Staff/City Attorney: Draft redlines for the Development Agreement incorporating the \$1,000/lot fee and the specific 16.2-acre donation.

Developer/Engineer: Confirm the cost estimate for the functional trail loop connecting to the Rail Trail.

Final: The work session concluded following the consensus on the fee-in-lieu, with staff instructed to proceed with the redlines despite the looming curb and gutter conflict.

Work session ended at 8:26 pm.

Mayor

City Recorder

Date approved _____

NOTICE OF DECISION

Plain City, Weber County, Utah

On September 24, 2026 the Plain City Planning Commission recommends

☐ Approval, ☐ *Approval with condition(s), ☐ Disapproval, ☐ Tabled ☒ Denied
of an application for Blue Grass Estates Subdivision 2nd Amendment RE-20 Parcel
1915400001 2 lots

received from (Applicant): Craig Jensen

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.

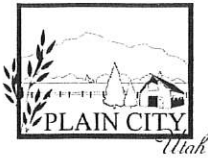


City Official

*Condition(s)/Notes:

Commissioner Ableman motioned to recommend to city council denial for the Blue Grass Estates Subdivision 2nd Amendment RE-20 Parcel 1915400001 2 lots.

Commissioner Westergard seconded the motion. Commissioners McBride, Ableman, Ortega, Westergard and Chairman Maw voted aye. The motion carried.



Plain City Corporation
4160 W 2200 N
Plain City, UT 84404
Telephone (801) 731-4908

PLAIN CITY PLANNING COMMISSION

DATE: SEPTEMBER 24, 2026

APPLICATION: BLUEGRASS ESTATES 2ND AMENDMENT (SUBDIVISION AMENDMENT)

Executive Summary

- Applicant: Deep Roots Investments LLC / Craig Jensen
- Location: Approximately 2800 North / 3800 West
- Action: Review the revised subdivision amendment application and formulate a recommendation concerning the applicant-requested relief from applicable street-improvement requirements. The ROW dedication and construction timing are separate issues.

Procedural history

- August 13: The Commission approved the initial application, but its motion left uncertainty regarding street improvements and a deferral agreement.
- August 20: Council returned the matter for a Commission recommendation if relief was contemplated.
- August 27: The Commission tabled consideration at the applicant's request.
- September 8 engineering direction:
 - Retitle the plat "Bluegrass Estates 2nd Amendment" and reflect the previously recorded first amendment.
 - Replace the "Remainder Parcel" designation with "Lot 4."
 - Show 30-foot ROW along the north boundary: approximately 181 feet adjacent to Lot 1, plus 100 additional feet to provide Lot 4 frontage; adjust lot boundaries accordingly.
 - Dedicate that 30-foot ROW upon application approval; the engineer recommends against deferring dedication.
 - Correct 3800 West ROW depiction from 66 feet to the previously dedicated 60 feet.
 - The engineer says street-improvement deferral may be considered, but recommends construction along the 30-foot ROW and Lot 1's west boundary to City standards.
- By September 16: The applicant provided a new subdivision amendment application, revised plat, engineering response, deferral application, and a signed deferral agreement.

Decision framework

The prior remainder-parcel designation does not itself exempt otherwise applicable subdivision requirements; the engineer now directs that the parcel be labeled Lot 4. For existing street frontage, City Code 11-5-3(A)(1)(b) provides for Council to "otherwise provide" after a Planning Commission recommendation. The City Engineer recommends dedication of the identified 30-foot right-of-way upon application approval. The proposed deferral of street improvements should be considered separately from the right-of-way dedication requirement.

Requested Planning Commission consideration

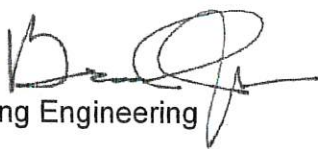
- Review the corrected application and plat;
- confirm engineering revisions and dedication documentation;
- examine the signed deferral agreement's precise scope and approval status;
- make a clear recommendation to Council on any proposed relief from full street improvements.

NOTE: The applicant has submitted a signed deferral agreement for consideration. Any deferral of required street improvements remains subject to the applicable City approval process.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: September 18, 2026

Subject: Bluegrass Estates 2nd Amendment, Plan Review

Following a review of the revised plans for the subject development, it appears the engineering and surveying issues previously identified have been addressed. If you have questions or require additional information regarding any of the items listed above, feel free to contact me.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

A handwritten signature in black ink, appearing to be 'Brad C. Jensen', is written over the name in the 'From' field.

Date: September 8, 2026

Subject: Bluegrass Estates 1st Amendment, Plat Review (final)

Following a meeting between the Developer and members of the Plain City Staff. The purpose of the meeting was to discuss several issues regarding the subject development. This memorandum is a summary of concerns from each of the staff members present at the meeting:

1. A new application for a Subdivision Amendment will be required with a corrected plat.
2. According to information provided by the Weber County Recorder's Office, the original Bluegrass Estates Subdivision Plat had previously been amended. Consequently, the title of this plat, should be *Bluegrass Estates 2nd Amendment*. The submitted plat should then be revised to reflect the changes depicted by the first amendment.
3. The label of "Remainder Parcel" should be eliminated, the parcel should be re-labeled as Lot 4.
4. A 30-foot wide right-of-way should be shown along the north property line of the Subdivision. It should extend easterly from the northwesterly corner of the subdivision along the north subdivision boundary (Adjacent to Lot 1) for approximately 181-feet to a point that is adjacent to the northeast corner of Lot 1. It should then continue east for an additional 100-feet. The 100-foot portion of the right-of-way will provide frontage for Lot 4 and prevent the lot from being non-conforming. Once the right-of-way has been located as described, the north boundaries of Lots 1 and 4 can be adjusted accordingly.
5. We recommend the dedication of the 30-foot right-of-way indicated in Item 4 not be deferred and should occur immediately upon application approval.
6. The dimension on the submitted plat depicting a 66-foot wide right-of-way on 3800 West Street should be eliminated. The dimension of the previously dedicated right-of-way should be shown as a 60-foot right-of-way. The location of the west property line of Lot 1, should agree with the previously dedicated right-of-way line.

7. Although consideration of a deferment of the required street improvements is appropriate, we recommend the required street improvements along the 30-foot right-of-way and along the west boundary of Lot 1 be constructed in accordance with City Standards.

If you have questions or require additional information regarding any of the items listed above, feel free to contact me.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E.
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Date: September 8, 2026

Subject: Bluegrass Estates 1st Amendment, Plat Review (final)

Following a meeting between the Developer and members of the Plain City Staff. The purpose of the meeting was to discuss several issues regarding the subject development. This memorandum is a summary of concerns from each of the staff members present at the meeting:

1. A new application for a Subdivision Amendment will be required with a corrected plat. **CLIENT TO FILL OUT APPLICATION**
2. According to information provided by the Weber County Recorder's Office, the original Bluegrass Estates Subdivision Plat had previously been amended. Consequently, the title of this plat, should be *Bluegrass Estates 2nd Amendment*. The submitted plat should then be revised to reflect the changes depicted by the first amendment. **PLAT NAME CHANGED TO "2ND AMENDMENT"**
3. The label of "Remainder Parcel" should be eliminated, the parcel should be re-labeled as Lot 4. **REMAINDER PARCEL RENAMED TO LOT 4**
4. A 30-foot wide right-of-way should be shown along the north property line of the Subdivision. It should extend easterly from the northwesterly corner of the subdivision along the north subdivision boundary (Adjacent to Lot 1) for approximately 181-feet to a point that is adjacent to the northeast corner of Lot 1. It should then continue east for an additional 100-feet. The 100-foot portion of the right-of-way will provide frontage for Lot 4 and prevent the lot from being non-conforming. Once the right-of-way has been located as described, the north boundaries of Lots 1 and 4 can be adjusted accordingly.
RIGHT-OF-WAY CHANGED AND DEDICATED AS REQUESTED
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RIGHT-OF-WAY CHANGED AND DEDICATED AS REQUESTED
6. The dimension on the submitted plat depicting a 66-foot wide right-of-way on 3800 West Street should be eliminated. The dimension of the previously dedicated right-of-way should be shown as a 60-foot right-of-way. The location of the west property line of Lot 1, should agree with the previously dedicated right-of-way line.
RIGHT-OF-WAY CHANGED TO 60 FEET AND LOT 1 ADJUSTED ACCORDINGLY

7. Although consideration of a deferment of the required street improvements is appropriate, we recommend the required street improvements along the 30-foot right-of-way and along the west boundary of Lot 1 be constructed in accordance with City Standards.

NOT A DRAFTING/PLAT CONCERN

If you have questions or require additional information regarding any of the items listed above, feel free to contact me.

AMENDMENT TO SUBDIVISION

----- GENERAL INFORMATION -----

Subdivision Name: Blue Grass Estates Subdivision 2nd Ammendment

Address of Subdivision: Approximatley 2800 N 3800 W Plain City Utah

Current Zoning of Property: RE-20

County Tax Parcel Number: 191540001

Number of Units/Lots affected by Amendment: 2

Planning Commission Approval Date: _____

City Council Approval Date: _____



THIS BOX IS FOR OFFICIAL USE ONLY:

Date Received: _____

Receipt #: _____

Amount Paid: _____

Sud Amend Fee: _____

Number of Copies: _____

----- CONTACT INFORMATION -----

Owner Information

Name: Deep Roots Investments LLC (Craig Jensen)

Full Address: 3746 N 3900 W Ogden, UT 84404

Phone: 801-698-7180 Email: crjensen82@yahoo.com

Subdivider Information (If Applicable)

Name: _____

Full Address: _____

Phone: _____ Email: _____

Please describe any agreements, rights-of-way, easements, etc. which could affect the amendment:

A future masterplanned road extending 2800 north going east from 3800 West.

Improvements going south along 3800 West from 2800 North

Describe the Amendment to the Subdivision plat:

Dividing Lot 1 into 2 parcels by changing the boundries of lot 1 and creating new lot 4

The above information is true and accurate to the best of my knowledge.

Craig Jensen
Signature

9/15/2026
Date

AFFIDAVIT

PROPERTY OWNER

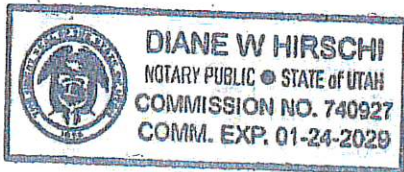
STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Craig Jensen, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff has indicated they are available to assist me in making this application.

Craig Jensen
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 15 day of September, 2026.



Diane W. Hirschi
(Notary)
Residing in Weber County, Utah
My commission expires: Jan 24, 2029

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Agent)

(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me

_____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)

Residing in Weber County, Utah

My commission expires: _____

PLAIN CITY AMENDED PLAT CHECKLIST

The following checklist is a summary of the requirements for an Amended Plat approval in Plain City. Detailed requirements are described in Title 11 of the Plain City Code, Subdivision Ordinance. In case of a discrepancy, the detailed ordinance requirements will govern.

Incomplete submittals will not be reviewed or forwarded to the Planning Commission and City Council.

- CJ 1. One (1) copy of an Amended Subdivision Application for Approval, application fees, and all require supporting documents defined in Title 11 of the Plain City Code.
- GE 2. Seven (7) 24"X36" black on white or blue on white prints of subdivision plat drawings.
All drawings shall be of such quality and resolution that all detail in the drawing is readily discernable. The amended plat shall be prepared in ink by a licensed land surveyor or engineer of a convenient scale not more than one hundred feet to an inch (1" = 100'), and the sheets shall be numbered in sequence if more than one sheet is used and shall be of such size as is acceptable for filing in the office of the county recorder.
- GE 3. One (1) 11"X17" reduced copy of the Original Plat **AND** Amended Plat.
- NA 4. Signed easements and/or agreements with adjacent property owners for necessary offsite facilities or other matters pertinent to the amendment of the subdivision, if not already submitted.
- ge 5. One digital copy of plat and construction drawings in required format.

Amended Plat Drawing Requirements:

- ☐ The plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work in the state of Utah. A workmanlike execution of the plat shall be made in every detail. A poorly-drawn or illegible plat is sufficient cause for its rejection.
- ☐ The drawing pages(s) shall show exterior boundary and property lines, right-of-way lines, streets, street islands, existing and new easements, all accurately dimensioned with bearings to the nearest one second and distances to the nearest one-hundredth (1/100) of a foot. The dimensions shall provide a minimum lot and boundary survey closure of 1:10,000.
- ☐ Permanent monuments, magnetically detectable, marked in accordance with Utah Code Section 17-23-17(5), shall be set for all the following:
 - a. All lot corners and exterior boundary corners.
 - b. Street centerline angle points, point of curvatures (PCs), point of tangency (PTs), intersecting street centerlines, and radius points for cul-de-sacs.
- ☐ In such cases where the placement of a required monument at its proper location is impractical, it is permissible to set a reference monument close by the point, and if such monument is set its location shall be properly shown on the plat of survey. When conditions warrant setting a monument on an offset, the location shall be selected so the monument lies on a line of the survey or on the prolongation of such line. Offsets should not be in fractional feet unless a physical obstruction affects their location. (Utah Council of Land Surveyors Model Standard of Practice for Boundary Surveys Section 6).
- ☐ The subdivision name approved by the planning commission, and the general location of the subdivision, in bold letters at the top of the sheet.
- ☐ A north point and scale of the drawing, and the date.
- ☐ Accurately drawn boundaries, showing the property bearings and dimensions of all boundary lines of the subdivision; properly tied to public survey monuments. These lines should be slightly heavier than street and lot lines.

- The address or name, width, lengths, bearings and curve data on centerlines of proposed streets, alleys and easements; also the boundaries, bearings and dimensions of all portions within the subdivision, as intended to be dedicated to the use of the public; and the lines, dimensions, bearings and numbers of all lots. All proposed streets shall be numbered or named in accordance with the adopted addressing system of the city.
- The standard forms approved by the planning commission lettered for the following:
 - a. Description of land to be included in a subdivision.
 - b. Registered land surveyor's "certificate of survey".
 - c. Owner's dedication and acknowledgment.
 - d. Notary public's acknowledgment.
 - e. Certificate of approval by the planning commission.
 - f. Certificate of approval by the city engineer.
 - g. Certificate of approval by the city attorney.
 - h. Certificate of acceptance by the city council, attested by the city recorder.
- A three inch by three inch (3" x 3") space in the lower right hand corner of the drawing for county recording information.
- The location of property with respect to surrounding property and streets, the names of all adjoining property owners of record, or the names of adjoining developments and the names of adjoining streets.
- The location and dimensions of all boundary lines of the property to be expressed in feet and decimals of a foot.
- The location of existing streets, easements, water bodies, streams and other pertinent features such as wetlands, buildings, parks, cemeteries, drainage ditches, irrigation ditches, fences, bridges, etc., as determined by the planning commission.
- The location, width and details of all existing and proposed streets, curbs, gutters, sidewalks, easements, alleys, other public ways and easements and proposed street rights of way and building setback lines.
- The locations, dimensions and areas of all proposed or existing lots, illustrating their relationship to surrounding properties.
- The location and dimensions of all property proposed to be set aside for park or playground use, or other public or private reservation, with designation of the purpose thereof and conditions, if any, of the dedication or reservation.
- The name and address of the owner or owners of land to be laid out and platted, the name, address and phone number of the developer if other than the owner, and the name, address and phone number of the land surveyor or engineer.
- The date of the plat, approximate true north direction, scale and title of the subdivision.
- Sufficient data acceptable to the city engineer to readily determine the location, bearing and length of all lines, and to reproduce such lines upon the ground, and the location of all proposed monuments, including contours at intervals of two feet (2'), five feet (5') or ten feet (10'), as determined by the city engineer.
- Name of the subdivision and name and number of all new streets.
- Indication of the use of any lot (single-family, two-family, multi-family, townhouse) and all uses other than residential as proposed by the developer.
- All lots consecutively numbered.
- Existing water supply and sanitary sewage systems.
- Detailed provisions for collecting and discharging surface water drainage.
- Location and size of all proposed water, secondary water, sanitary sewer, storm sewer, irrigation or drainage ditch piping or other subsurface improvements as deemed necessary by the city engineer.
- Preliminary plats shall contain the following notations:
 - a. Explanation of drainage easements, if any.
 - b. Explanation of irrigation easements, if any.
 - c. Explanation of site easements, if any.
 - d. Explanation of reservations, if any.

Required Supporting Documents

- 1. Any required agreements with adjacent property owners regarding boundaries, ditches, drainage, shared utilities, access, or other matters pertinent to subdivision approval.
- 2. Any other information as may be useful or necessary for the meaningful review of the project. Additional information may be requested based upon the nature of the project or the size.

AMENDED SUBDIVISION REVIEW PROCESS

I. GENERAL REQUIREMENTS

An amendment to the subdivision plat approval will be reviewed by the Planning Commission and may be approved and if approved the City Council will review the amendment to the subdivision for approval, provided that all of the necessary submittal and timing requirements are met.

- a. Preliminary - A review of the feasibility of the project including, but not limited to conceptual design, identification of environmentally sensitive areas, source of required services, vehicular and pedestrian circulation, relationship to surrounding land uses(s) conformance with the City's General Plan and zoning, and a review of the engineering and design; and other legal requirements.

II. TIMING AND SCHEDULING

- A. It is not unusual in most communities for the subdivision approval process to take several months. The same may also be true for Plain City, depending upon the challenges associated with the proposed amendment to the subdivision and the number of entities involved in the review and approval process. The best way to keep the schedule to a minimum is to provide complete submittals in accordance with application and submittal milestones. Those milestones are described in detail in the paragraphs below and are summarized here for your convenience.

Note: The subdivision is not automatically scheduled to be reviewed by the City Council at the next meeting following the Planning Commission meeting. It will not be scheduled for the City Council until all changes have been corrected and submitted to the City.

Subdivisions Amendment Approval

- Complete Plat Submittal – at least 30 days prior to Planning Commission Meeting. (Note: This will result in the applicant being added to the Planning Commission's list of unscheduled items. This is done on a first come, first served basis. The Planning Commission may limit the number of items on an upcoming agenda).
- City Staff/Engineer Review and Response – **within 10 days following receipt of complete packet submittal.**
- Applicant additions/corrections back to City Staff – at least 10 days prior to Planning Commission Meeting.
- City Staff Report to Planning Commission – prior to Planning Commission Meeting.
- Applicant additions/corrections back to City Staff – at least 7 days prior to City Council Meeting.
- City Staff Report to City Council – prior to City Council Meeting.

Refer to Title 11 Subdivision Regulations of Plain City Municipal Code for additional details relating to the subdivision review and approval process.

JULY 2026

C.J.C.L.D.S.
190240084

[illegible]

PROFESSIONAL LAND SURVEYOR
STATE OF
Klint H. Whitney
83273228

ALBERT M. WOERNLEY, PLS NO. 0227221

NU02066W 092.91°

172,976 SQ. FT.
3.971 ACRES

JOHNS HOPKINS

DON VENTRE
240640003

BRYCE DOLAN
240640004

SPENCER ROBERT
240640002

DON VENTRE
240640003

SOUTHEAST CORNER SEC. 26
T7N, R2W, S1.B&M. FOUND WEBER
COUNTY BRASS CAP MONUMENT

THE PURPOSE OF THIS SURVEY WAS TO CREATE A RURAL RESERVATION OF THE PROPERTY AS SHOWN AND DESCRIBED HEREIN. THE SURVEY WAS ORDERED BY CRAIG WEBER, THE COUNTY, USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTALIZED AS SHOWN AND NOTED HEREIN. THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE MERIDIAN WHICH BEARS SOUTH BY VECTOR EAST WEBER COUNTY, UTAH NORTH, 100° 32' 30" 1/2" EAST PLANE AND BEARING.

NOTARY PUBLIC

STATE OF UTAH

On the _____ day of _____, 20____, personally appeared before me CHAS. JENSEN (JENSEN), whose identity is presently known to me (or proven on the basis of satisfactory evidence) and who by my duly sworn affirmations, did say that he/she is the _____ (TITLE) of DEEP ROOT'S INVESTMENTS LLC (CORPORATION), and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or Resolution of its Board of Directors, and said CHAS. JENSEN (JENSEN) acknowledged to me that said Corporation executed the same.

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS FILED

I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTION OF BLUEGRASS ESTATES 1ST AMENDMENT AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT

MEMBERS CERTIFY THAT THE REQUIREMENTS OF A
APPLICABLE STATUTES AND ORDINANCES
PREREQUISITE TO CITY ENGINEER APPROVAL OF
THE FOREGOING PLAN AND DEDICATIONS HAVE

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT, ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS QUANTITATE WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF PLAIN CITY, UTAH.

APPROVED BY THE PLAIN CITY PLANNING COMMISSION

PLAIN CITY ATTORNEY

PLANNING ENGINEER

NAME/TITLE

CITY RECORDER

DEVELOPMENT CHAND JOSEPH 2000 WEST 205th STREET SUITE 100 BENTLEY, ALASKA 99507-1160		S1 1	
OFFICE OF THE ALASKA DEPARTMENT OF REVENUE 1000 EAST 10th AVENUE, 3RD FLOOR ANCHORAGE, ALASKA 99501-3000		GARDNER ENGINEERING MINERAL EXPLORATION AND SURVEILLANCE	
COUNTY RECORDER NAME AND _____ STREET NO. AND RECORD NO. _____ REC'D IN BOOK _____ OF OFFICIAL _____ REC'D IN PAGE _____ OF _____ COUNTY RECORDER _____ BY _____		1	

COVENANT TO CONSTRUCT IMPROVEMENTS

I/WE, Deep Roots Investments LLC and _____
owner(s) of the hereinafter described real property located in PLAIN CITY, WEBER COUNTY, UTAH,
do hereby grant and convey unto PLAIN CITY (the "CITY"), a municipal corporation, a perpetual
covenant, more fully described below, to run with and attach to the following described real property:

Blue Grass Estates 2 Amendment. Required improvements to be deferred is limited to
Curb, gutter and sidewalk. Said improvements would run from the northwest corner of lot 4
south along the current 3800 West street to the southwest corner of lot 4. Approximately
154 feet

In consideration for the City allowing the owner(s) to improve the described property without constructing
certain improvements ("Deferred Improvements") required by the Plain City ordinances at this time, the
property owner(s) covenant and agree to:

1. Construct the deferred improvements upon request from the City at owner(s) own expense. Such
improvements shall include, but not be limited to curb and gutter, sidewalk, and street paving. If
the owner(s) fail to install the improvements upon request, the City may install or cause the
installation of said improvements and costs thereof shall become a lien against the described
property until paid by the owner(s), with interest, in full. All improvements shall be constructed in
accordance with City ordinances, regulations and specifications of the City Engineer.
2. In the event action is being taken to create a special improvement district to install any of the
described improvements abutting said property, the owner(s) agree not to protest full participation
in such improvement district.
3. These covenants shall be binding upon the owner(s), their assigns, heirs, judgment creditors and
others claiming an interest in the described property by, through, or under them.

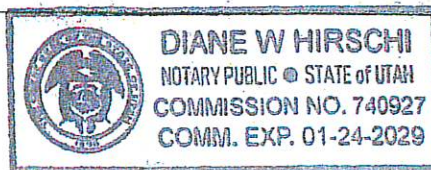
DATED: 9/16/26

Craig Jensen _____
OWNER OWNER

STATE OF UTAH)
) :SS
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 16 day of September
2026 by Craig Jensen

Diane W Hirschi
NOTARY PUBLIC



COVENANT TO CONSTRUCT IMPROVEMENTS

Deep Roots Investments LLC

I/WE, _____ and _____
owner(s) of the hereinafter described real property located in PLAIN CITY, WEBER COUNTY, UTAH,
do hereby grant and convey unto PLAIN CITY (the "CITY"), a municipal corporation, a perpetual
covenant, more fully described below, to run with and attach to the following described real property:

Blue Grass Estates 2 Amendment required deferred improvements on lot 5 would run along the
south side of the dedicated parcel for the future 2800 North road. The total length
of approximately 280.51 feet.

Curb, gutter and sidewalk deferred improvements on west side of lot 5 running south
along 3800 West from the southwest corner of the future 2800 North street to the northwest
corner of lot 4. Approximately 14 feet

In consideration for the City allowing the owner(s) to improve the described property without constructing
certain improvements ("Deferred Improvements") required by the Plain City ordinances at this time, the
property owner(s) covenant and agree to:

1. Construct the deferred improvements upon request from the City at owner(s) own expense. Such
improvements shall include, but not be limited to curb and gutter, sidewalk, and street paving. If
the owner(s) fail to install the improvements upon request, the City may install or cause the
installation of said improvements and costs thereof shall become a lien against the described
property until paid by the owner(s), with interest, in full. All improvements shall be constructed in
accordance with City ordinances, regulations and specifications of the City Engineer.
2. In the event action is being taken to create a special improvement district to install any of the
described improvements abutting said property, the owner(s) agree not to protest full participation
in such improvement district.
3. These covenants shall be binding upon the owner(s), their assigns, heirs, judgment creditors and
others claiming an interest in the described property by, through, or under them.

DATED: 9/16/26

Craig Jensen
OWNER

OWNER

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 16 day of September
2026 by Craig Jensen

Diane W Hirschi
NOTARY PUBLIC





Outlook

Bluegrass Estates

From Brad Jensen <brad@wasatchcivil.com>**Date** Thu 9/24/2026 4:00 PM**To** Daniel Martoma <danielm@plaincityutah.gov>**Cc** Diane Hirschi <dianeh@plaincityutah.gov> 1 attachment (80 KB)

deferral agreement.pdf;

Daniel,

Here is the revised description of the deferral. The intent of the description on the signed agreement was OK, but in my opinion it needed some additional information. I have included that information on the description of the revised agreement (attached).

My previous memo indicated that the "Remainder Parcel" should be identified as Lot 4. Following that review, we encouraged Craig's Surveyor to contact Weber County regarding what they would like to see regarding the revised lot numbering. This was an effort to ensure the plat would be acceptable to the County when Craig took it in to be recorded. The County indicated that the lot numbers should be Lots 4 and 5. This is acceptable to me.

Brad

COVENANT TO CONSTRUCT IMPROVEMENTS

I/WE, Deep Roots Investments LLC and _____ owner(s) of the hereinafter described real property located in PLAIN CITY, WEBER COUNTY, UTAH, do hereby grant and convey unto PLAIN CITY (the "CITY"), a municipal corporation, a perpetual covenant, more fully described below, to run with and attach to the following described real property:

Blue Grass Estates 2nd Amendment the deferred Improvements on Lot 5 would run along the south side of the dedicated parcel for the future 2800 North Road approximately 280.51 feet. Then northerly approximately 30 feet. Then along the north side of the future dedication for 2800 North Road to the northwest corner of Lot 5, then southerly approximately 30 feet to the point of beginning.

Curb, gutter and sidewalk deferred improvements on the west side of Lot 5 running south along the east side of 3800 West Street from the southwest corner of the future 2800 North Street dedication to the Northwest corner of Lot 4.

In consideration for the City allowing the owner(s) to improve the described property without constructing certain improvements ("Deferred Improvements") required by the Plain City ordinances at this time, the property owner(s) covenant and agree to:

1. Construct the deferred improvements upon request from the City at owner(s) own expense. Such improvements shall include, but not be limited to curb and gutter, sidewalk, and street paving. If the owner(s) fail to install the improvements upon request, the City may install or cause the installation of said improvements and costs thereof shall become a lien against the described property until paid by the owner(s), with interest, in full. All improvements shall be constructed in accordance with City ordinances, regulations and specifications of the City Engineer.
2. In the event action is being taken to create a special improvement district to install any of the described improvements abutting said property, the owner(s) agree not to protest full participation in such improvement district.
3. These covenants shall be binding upon the owner(s), their assigns, heirs, judgment creditors and others claiming an interest in the described property by, through, or under them.

DATED: _____

OWNER

OWNER

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this _____ day of _____

20____ by _____

NOTARY PUBLIC

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 an annual franchise fee of 3.5% of gross receipts, an amount equal to the municipal tax authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title '10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended.

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 and 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

Bruce H. Todd
By: E84870EBB551486B78F503D27820333A contractworks
Franchisee

Attest: _____
City Recorder

EXHIBIT A

FOR PLAIN CITY RECORDS ONLY
Annexation of three unincorporated islands within Weber County
Section 1, 2 and 3

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING
CERTAIN UNINCORPORATED PARCELS INTO
PLAIN CITY**

Section 1. Recitals

WHEREAS, Utah Code Ann. § 10-2-812 provides for the annexation of an unincorporated island without a petition if the county legislative body recommends annexation into the municipality; and

WHEREAS, on September 30, 2025, the Weber County Commission passed a resolution recommending the annexation of three sections of an unincorporated island into Plain City, a map of which is attached to this ordinance; and

WHEREAS, the Weber County Commission declared in its resolution that the annexation of these areas was in the best interest of the County; and

WHEREAS, on October 16, 2025, the Plain City Council passed a resolution declaring its intent to annex the recommended areas into Plain City; and

WHEREAS, on November 20, 2025, the Plain City Council held a public hearing on whether to annex these areas; and

WHEREAS, the City Councils finds that it is in the best interest of Plain City to annex these areas into the City.

NOW THEREFORE, BE IT ORDAINED by the City Council of PLAIN CITY:

Section 2. Annexation of Parcels

Based on the recommendation of the Weber County Commission, and finding that it is in the best interest of Plain City to do so, the following areas of land are hereby annexed into the City of Plain City, Utah, and incorporated within its corporate boundaries:

See Exhibit A, B and C

Section 3 – New Corporate Limits.

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

Section 4 – Classification for Zoning Purposes.

Pursuant to Section 10-1-11 of the Plain City Municipal Code, and Utah Code Ann. § 10-20-603(1), the areas annexed herein is classified as follows:

Section 1: A-1/A-2

Section 2: R-1-11

Section 3: A-1/A-2

Section 5 – Filing of Annexation with the State of Utah

The Mayor of the Plain City is hereby authorized and directed to prepare and file with the State of Utah a notice of an impending boundary action and a copy of an approved final local entity plat in accordance with Utah Code Ann. § 10-2-813.

Section 6. Prior Ordinances And Resolutions

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

Section 7. Repealer Of Conflicting Enactments

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

Section 8 - Savings Clause

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

Section 8 - Date Of Effect

This Ordinance shall be effective on the _____ day of _____ 2026, and after publication or posting as required by law.

DATED this ____ day of _____, 2026.

PLAIN CITY, a municipal corporation

MAYOR

ATTEST:

CITY RECORDER

Plain City Annexation

Section 1

Section 2

Unincorporated

Plain City

Section 3

Farr-West



EXHIBIT A

SECTION 1

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 27, SAID POINT BEING 870.91 FEET SOUTH $00^{\circ}30'20''$ EAST ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 27, RUNNING THENCE SOUTH $00^{\circ}30'20''$ EAST ALONG SAID SECTION LINE 1760.19 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27, THENCE NORTH $88^{\circ}20'24''$ WEST 301.16 FEET, ALONG THE QUARTER SECTION LINE, THENCE NORTH $00^{\circ}12'53''$ WEST 1275.29 FEET, THENCE SOUTH $88^{\circ}14'34''$ WEST 171.13 FEET, THENCE NORTH $00^{\circ}13'15''$ WEST 227.04 FEET, THENCE NORTH $61^{\circ}10'45''$ EAST 527.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 544,378 SQUARE FEET OR 12.497 ACRES, MORE OR LESS

EXHIBIT B

SECTION 2

THE GROVE AT JDC RANCH SUBDIVISIONS PHASES 2-3 ANNEXATION
DESCRIPTION.

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE GROVE AT JDC RANCH SUBDIVISION PHASE 2, RECORDED OCTOBER 15, 2024 IN BOOK 98 AT PAGE 28 AT THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT BEING NORTH 88°23'58" WEST 818.19 FEET AND SOUTH 01°36'02" WEST 1342.27 FEET FROM THE WITNESS CORNER TO THE NORTHEAST CORNER OF SAID SECTION 27 (SAID WITNESS CORNER BEING SOUTH 00°30'30" EAST 10.00 FEET FROM SAID NORTHEAST CORNER OF SECTION 27), AND RUNNING THENCE SOUTH 00°01'42" EAST 1283.64 FEET ALONG THE EASTERLY BOUNDARY OF SAID THE GROVE AT JDC RANCH SUBDIVISION PHASE 2 AND THE EASTERLY LINE OF THE GROVE AT JDC RANCH SUBDIVISION PHASE 1, RECORDED JANUARY 2, 2024 IN BOOK 97 AT PAGE 03 AT THE OFFICE OF THE WEBER COUNTY RECORDER, TO THE SOUTHEAST CORNER OF SAID THE GROVE AT JDC RANCH SUBDIVISION PHASE 1; THENCE NORTH 88°25'12" WEST 651.91 FEET ALONG THE SOUTHERLY LINE OF SAID THE GROVE AT JDC RANCH SUBDIVISION PHASE 1; THENCE ALONG THE WESTERLY LINES OF SAID THE GROVE AT JDC RANCH SUBDIVISIONS PHASES 1 AND 2 THE FOLLOWING THREE (3) COURSES: 1) NORTH 00°05'43" WEST 778.69 FEET (RECORD NORTH 00°05'44" WEST 778.67 FEET); 2) SOUTH 88°34'23" EAST 4.90 FEET; 3) NORTH 01°15'09" WEST 535.68 FEET TO THE NORTHWEST CORNER OF SAID THE GROVE AT JDC RANCH SUBDIVISION PHASE 2; THENCE ALONG THE NORTHERLY LINE OF SAID THE GROVE AT JDC RANCH SUBDIVISION PHASE 2 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 85°47'44" EAST 136.67 FEET; 2) SOUTH 85°45'39" EAST (RECORD SOUTH 85°46'25" EAST) 66.01 FEET; 3) SOUTH 85°47'53" EAST (RECORD SOUTH 85°47'44" EAST) 324.44 FEET; 4) SOUTH 85°48'23" EAST 133.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 847,505 SQUARE FEET OR 19.456 ACRES, MORE OR LESS.

EXHIBIT C

SECTION 3

A PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PARTS OF THE NORTHEAST, NORTHWEST, SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 19-036-0029 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE IN BOOK 1251 AT PAGE 603 AT THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT BEING NORTH 88°33'22" WEST 304.00 FEET ALONG THE SECTION LINE AND RUNNING THENCE SOUTH 00°37'01" WEST 656.15 FEET TO A POINT ON THE CENTERLINE OF 2600 NORTH STREET; THENCE SOUTH 89°32'58" EAST 723.94 FEET ALONG SAID CENTERLINE TO THE NORTHWEST CORNER OF RAFTER B RANCHETTES EAST SUBDIVISION, ON FILE IN BOOK 39 AT PAGE 20 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE SOUTH 02°31'32" WEST 230.60 FEET ALONG THE WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID RAFTER B RANCHETTES EAST SUBDIVISION; THENCE SOUTH 01°14'19" WEST 330.43 FEET ALONG THE WESTERLY LINE OF PARCEL 19-036-0070 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 2084822 AT THE OFFICE OF THE WEBER COUNTY RECORDER, TO A POINT ON THE NORTHERLY LINE OF S-CURVE WEST SUBDIVISION PHASE 1, ON FILE IN BOOK 82 AT PAGE 80 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID S-CURVE WEST SUBDIVISION PHASE 1 THE FOLLOWING FIVE (5) COURSES: 1) NORTH 88°39'59" WEST 9.31 FEET; 2) SOUTH 02°51'15" WEST 253.89 FEET; 3) SOUTH 02°19'55" WEST 547.54 FEET; 4) SOUTH 88°19'14" EAST 348.99 FEET; 5) SOUTH 17°46'16" EAST 116.44 FEET; THENCE ALONG THE EASTERLY LINE OF PARCEL 19-037-0039 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 17°46'16" EAST 312.18 FEET; 2) SOUTH 39°36'18" EAST 291.70 FEET TO A POINT ON THE NORTHERLY LINE OF SUNSET MEADOWS SUBDIVISION PHASE 1, ON FILE IN BOOK 86 AT PAGE 38 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID SUNSET MEADOWS SUBDIVISION PHASE 1 THE FOLLOWING TWO (2) COURSES: 1) NORTH 88°32'23" WEST 179.70 FEET; 2) SOUTH 01°27'25" WEST 704.80 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 2200 NORTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTHWESTERLY 13.46 FEET ALONG A 330.00 FOOT RADIUS NON-TANGENT ARC TO THE LEFT, CHORD BEARS NORTH 89°46'20" WEST 13.46 FEET ; 2) SOUTH 89°03'34" WEST 243.59 FEET; 3) NORTH 89°37'44" WEST 175.78 FEET; THENCE ALONG THE WESTERLY LINE AND WESTERLY LINE EXTENDED NORTHERLY OF SUNSET MEADOWS SUBDIVISION PHASE 2, ON FILE IN BOOK 90 AT PAGE 46 AT THE OFFICE OF THE WEBER COUNTY

RECORDER THE FOLLOWING TWO COURSES: 1) SOUTH 00°52'06" WEST 835.95 FEET; 2) SOUTH 01°07'46" WEST 253.35 FEET TO THE NORTHEAST CORNER OF PARCEL 19-037-0098 AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED ON FILE AS ENTRY NO. 1163249 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 88°52'06" WEST 165.88 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 19-037-0098 TO THE NORTHEAST CORNER OF PARCEL 19-037-0096 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 3373690 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 88°54'24" WEST 320.91 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 19-037-0098 TO THE NORTHEAST CORNER OF PARCEL 19-038-0094 AS DESCRIBED IN THAT CERTAIN PERSONAL REP DEED ON FILE AS ENTRY NO. 3380348 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 88°56'57" WEST 313.50 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 19-037-0094 TO THE NORTHEAST CORNER OF PARCEL 19-038-0093 AS DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED ON FILE AS ENTRY NO. 2617472 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE SOUTH 81°17'16" WEST 36.61 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 19-037-0093 TO THE NORTHEAST CORNER OF PARCEL 19-038-0063 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE IN BOOK 1227 AT PAGE 552 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 89°50'10" WEST 160.10 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 19-037-0063 TO THE SOUTHEAST CORNER OF PAINTER ACRES, ON FILE IN BOOK 73 AT PAGE 37 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE EASTERLY LINE OF SAID PAINTER ACRES THE FOLLOWING TWO COURSES: 1) NORTH 01°48'50" EAST 209.00 FEET; 2) NORTH 00°31'50" EAST 839.50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 2200 NORTH STREET; THENCE NORTH 88°29'39" WEST 20.79 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE EXTENDED SOUTHERLY OF B.S. ACRES SUBDIVISION, ON FILE IN BOOK 87 AT PAGE 75 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID EASTERLY LINE EXTENDED, NORTHERLY LINE AND WESTERLY LINE EXTENDED SOUTHERLY THE FOLLOWING FIVE (5) COURSES: 1) NORTH 00°14'57" EAST 604.23 FEET; 2) NORTH 89°26'38" WEST 178.56 FEET; 3) SOUTH 02°51'06" WEST 390.75 FEET; 4) SOUTH 03°44'39" WEST 68.65 FEET; 5) SOUTH 02°18'40" WEST 141.90 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF 2200 NORTH STREET; THENCE NORTH 88°29'39" WEST 223.91 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF PARCEL 19-038-0004 AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED ON FILE AS ENTRY NO. 1979916 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: 1) SOUTH 00°50'39" WEST 1026.50 FEET; 2) NORTH 89°30'21" WEST 165.00 FEET; 3) NORTH 00°50'34" EAST 88.79 FEET TO THE SOUTHEAST CORNER OF PARCEL 19-038-0005 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 1844064 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE SOUTHERLY AND

WESTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: 1) NORTH 88°29'39" WEST 164.99 FEET TO A POINT ON THE EASTERLY LINE OF COUNTRY ROAD ESTATES ON FILE IN BOOK 43 AT PAGE 27 AT THE OFFICE OF THE WEBER COUNTY RECORDER; 2) NORTH 00°50'35" EAST 973.62 FEET ALONG THE EASTERLY LINE OF SAID COUNTRY ROAD ESTATES TO THE CENTERLINE OF SAID 2200 NORTH STREET; THENCE NORTH 88°29'39" WEST 208.17 FEET ALONG SAID CENTERLINE TO A POINT OF THE WESTERLY LINE EXTENDED OF PARCEL 19-038-0017 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 2494421 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 01°02'07" EAST 713.68 FEET ALONG SAID WESTERLY LINE TO A POINT ON THE SOUTHERLY LINE OF PARCEL 19-038-0068 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 2720608 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: 1) NORTH 89°12'02" WEST 74.33 FEET; 2) NORTH 01°00'00" EAST 30.57 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 19-036-0025 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 2720619 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 89°02'23" WEST 11.26 FEET TO THE SOUTHEAST CORNER OF PLAIN CITY MEADOWS PHASE 6 ON FILE IN BOOK 60 AT PAGE 45 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PLAIN CITY MEADOWS PHASE 6 THE FOLLOWING SIX (6) COURSES: 1) NORTH 00°22'28" EAST 180.93 FEET; 2) NORTH 01°07'55" EAST 448.06 FEET; 3) NORTH 88°41'40" WEST 130.88 FEET; 4) NORTHWESTERLY 26.72 FEET ALONG THE ARC OF A 503.08 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CHORD BEARS NORTH 00°39'01" WEST 26.72 FEET; 5) NORTH 00°52'17" EAST 3.30 FEET; 6) NORTH 88°41'40" WEST 196.77 FEET TO A POINT ON THE EASTERLY LINE OF PLAIN CITY MEADOWS PHASE 5 ON FILE IN BOOK 58 AT PAGE 49 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTH 00°50'41" EAST 224.16 FEET; 2) NORTH 01°47'03" WEST 98.25 FEET TO A POINT ON THE SOUTHERLY LINE OF FOX RUN SUBDIVISION ON FILE IN BOOK 50 AT PAGE 1 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY LINE AND THE EASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 88°24'42" EAST 3.75 FEET; 2) NORTH 00°52'17" EAST 333.25 FEET TO THE SOUTHWEST CORNER OF AUTUMN LEAVES SUBDIVISION ON FILE IN BOOK 63 AT PAGE 19 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE SOUTH 89°17'38" EAST 264.21 FEET ALONG THE SOUTHERLY LINE OF SAID AUTUMN LEAVES SUBDIVISION TO THE NORTHWEST CORNER OF GREEN ACRES SUBDIVISION NO. 2 ON FILE IN BOOK 81 AT PAGE 47 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINE EXTENDED NORTHERLY OF SAID GREEN ACRES SUBDIVISION NO. 2 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 00°11'06" WEST 543.28 FEET; 2) SOUTH 88°18'14" EAST 305.70 FEET; 3) SOUTH 85°51'19" EAST 258.61 FEET TO A POINT BEING ON THE WESTERLY LINE OF

PARCEL 19-036-0040 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED ON FILE AS ENTRY NO. 3305607 AT THE OFFICE OF THE WEBER COUNTY RECORDER; 4) NORTH 01°23'46" EAST 1175.65 FEET TO A POINT ON THE SOUTHERLY LINE OF 2600 NORTH STREET; THENCE NORTH 88°33'22" WEST 514.98 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°53'53" EAST 1029.82 FEET ALONG THE EASTERLY LINE EXTENDED SOUTHERLY OF PHEASANT BROOK SUBDIVISION AMENDED ON FILE IN BOOK 62 AT PAGE 94 AT THE OFFICE OF THE WEBER COUNTY RECORDER TO THE NORTHWEST CORNER OF BUZZ ENGLAND SUBDIVISION ON FILE IN BOOK 29 AT PAGE 76 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG THE NORTHERLY LINE AND NORTHERLY LINE EXTENDED SOUTHEASTERLY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 48°55'37" EAST 206.10 FEET; 2) SOUTH 33°21'47" EAST 986.93 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID 2600 NORTH STREET; THENCE SOUTH 88°33'15" EAST 279.63 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 101 OF DIAMOND E SUBDIVISION PHASE 1 1ST AMENDED ON FILE IN BOOK 93 AT PAGE 70 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 01°41'22" EAST 605.04 FEET ALONG THE EASTERLY LINE OF SAID DIAMOND E SUBDIVISION PHASE 1 1ST AMENDED TO THE NORTHWEST CORNER OF SAID PARCEL 19-036-0029; THENCE SOUTH 88°33'22" EAST 326.39 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

AREA CONTAINS 174.950 ACRES. MORE OR LESS

Storm Drain User Fee Analysis

Break-even rate analysis based on current revenues, users, interest earnings, and operating costs

INPUTS & ASSUMPTIONS

Input	Amount
Current monthly residential rate	\$5.00
Number of residential users	2,941
Annual user fee revenue (incl. commercial)	\$217,000
Annual interest earnings	\$35,000
Annual operating expenses	\$410,000
Depreciation included in operating expenses	\$135,000

BREAK-EVEN ANALYSIS

Metric	Full-Cost Basis
Operating expenses	\$410,000
Less: depreciation	-
Cash operating expenses	\$410,000
Less: interest earnings	\$35,000
Required annual user fee revenue	\$375,000
Current annual user fee revenue	\$217,000
Required revenue increase	\$158,000
Required monthly rate	\$8.64
Monthly rate increase	\$3.64

SENSITIVITY — IF COMMERCIAL REVENUE IS HELD CONSTANT

Metric	Full-Cost Basis
Estimated current residential revenue	\$176,460
Estimated commercial revenue	\$40,540
Required residential revenue	\$334,460
Required monthly residential rate	\$9.48
Monthly rate increase	\$4.48
Annual increase per residential user	\$53.72

SUMMARY

For full accounting break-even (including depreciation), the monthly residential rate is approximately \$8.64, an increase of \$3.64 per month, if commercial fees move proportionately. If commercial revenue remains fixed, the required residential rate is approximately \$9.48.

2023 FORD F-150 XLT 4X4

Mayor and City Council,

RE: Public Works Dept. fleet purchase

Mayor and City Council, I would like to request an additional **\$1,500.00** to add to the already approved amount of **\$34,000.00 on 9/17/2026** for purchasing a new truck for the Public Works Fleet. The truck that we were originally going to purchase was sold out from underneath of us on 9/19/2026. Talking with Roy City, they are rolling out a few of their fleet vehicles, I asked if they would be willing to hold one of their trucks (2023 F-150 STX with 24,938 miles Vin # 1FTFW1E88PKE45646) until I was able to request an additional **(\$1,500.00)** from city council.

The city would be getting the same year of truck with half the miles on it and a few more accessories already added on. I have attached the registration and a few pictures of the 2023 Ford F-150 STX model 4X4. This truck has 24,938 miles; for **\$35,500.00** The truck has a spray in bed liner, weather tech floor liners, rough country seat covers and a bed cover with in the bed toolboxes that are in the attached pictures. The truck is in great shape all around.

A 2023 F150 XLT four door 4X4 (Vin # 1FTFW1E88PKE45646) with 24,938 miles from Roy City. for a total cost of truck = **\$35,500.00**

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

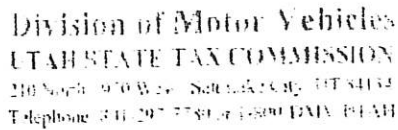
With the purchase of said truck:

- New to fleet, 2023 F150 would be the Directors daily driver.
- Directors 2016 Chev 3500, 4 door pickup, 151,000 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.



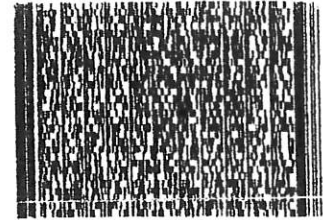
Daniel Schuier

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



24,938 miles

SW-12

**Expires: WHEN SOLD**

Decal Number:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

License Plate Number: **225069EX**

Plate Type: LE Skier Exempt

Owners
ROY CITY CORPORATION

Vehicle Information

County: 29 - WEBER

VIN

1FTFW1E88PKE45646

Year	Make
2023	FORD

Model
F150

Vehicle Type
Truck

Body Style
Pickup

Reg. Wt.

Cyl
6Fuel
Gasoline

CC

HP

Fleet Number
8021701

Fleet Unit Number
SW-12

Emission Compliance

Transaction Date: 07/12/2023

Receipt July 12, 2023

Item	Amount
State Fee	\$0.00
County Fee	\$0.00
	<u>\$0.00</u>

****Insurance****

Every owner of a motor vehicle operated on a highway, public road or parking area within the State of Utah is required to have in effect and maintain current owner's or operator's insurance for that vehicle as required by law.

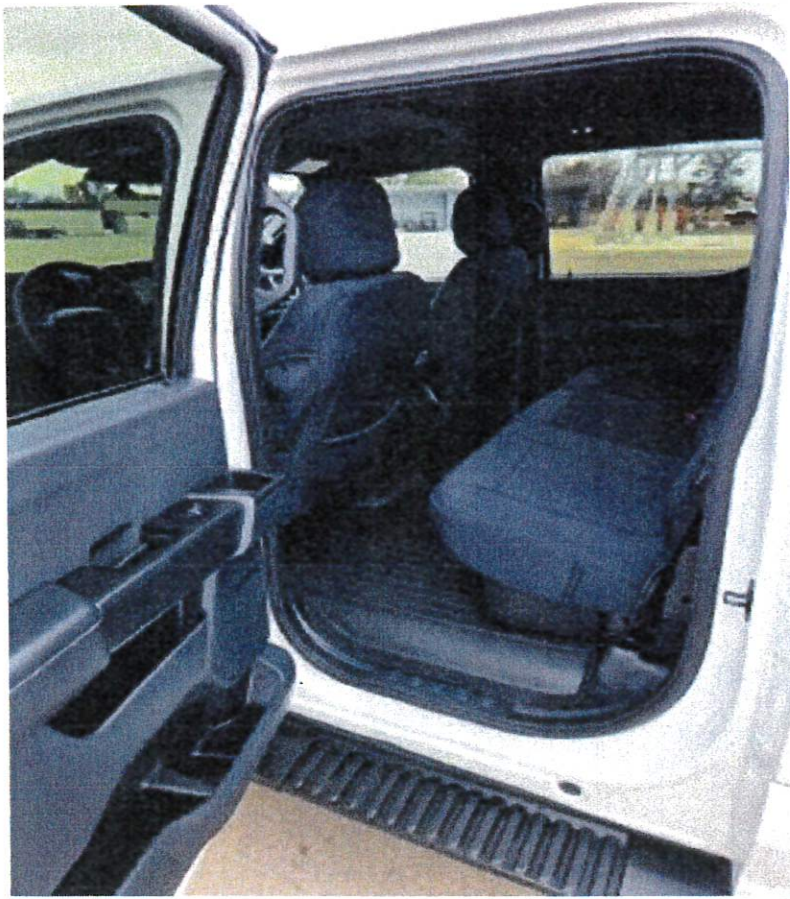
****Vehicle Safety****

Each motor vehicle owner is responsible for the safe operation of their vehicle. As part of this responsibility owners should inspect their vehicle's tires, brakes, steering, suspension, lights and other equipment to ensure the vehicle is in safe operating condition.

****Accessible Parking****

~~State law prohibits persons who do not lawfully possess a disability placard or disability special group license plate from parking in an accessible parking space designated for persons with disabilities. Persons who possess a disability placard or disability special group license plate are discouraged from parking in an accessible parking space designated as van accessible unless they have a temporary wheelchair user placard or a wheelchair user placard.~~







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

9-19-26