

PLAIN CITY COUNCIL  
MINUTES OF REGULAR MEETING  
JANUARY 19, 2023

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, January 19, 2023 also accessible via ZOOM beginning at 7:00 p.m.

Present: Mayor Jon Beesley, Jed Jenkins, Buddy Sadler, Luigi Panunzio, Todd Skeen  
Excused: Councilmember Rachael Beal  
Staff: Diane Hirschi, Dan Schuler, Melissa Miller, Brandon Richards  
Present: Pat and Ronda Miller, Kerry Gibson  
Also Present via Zoom: Jim Beesley

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

Approval of Minutes from January 5, 2023

**Councilmember Sadler moved to approve the minutes from January 5, 2023. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Comments: Public

Pat Miller mentioned his concern of the Taylor property development and the 10-foot easement that abuts his property. He questioned how close the developers could come to his property line. He asked if the easement would be on his property. Mayor Beesley stated every subdivision has easements, but he could apply for a waiver in order to change his setbacks. He invited Mr. Miller to meet with Dan Schuler about any questions he had.

Report from Planning Commission

No report

Discussion/Motion: Approval of Lincoln-Hill Contract

Mayor Beesley explained that ARPA funds are restricted to 30% for the sewer project so money will be taken from the existing sewer accounts and ARPA funds will be used for storm drain and road projects as needed. He mentioned Kerry Gibson was present at the meeting. Kerry has formed his own business with Lincoln-Hill as part of his team. His new business is called Legislative Solutions. **Councilmember Sadler moved to approve the Legislative Solutions Contract as presented. Councilmember Panunzio seconded the motion. Councilmembers Jenkins, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion/Motion: Rehabilitation of Lift Station #3

Mayor Beesley stated there was a cost increase from \$90,000.00 to \$130,000.00. He stated the rehabilitation of these lifts have cut out the ground water from getting into the system, extending the life of the wells and lagoon systems, which makes it worth rehabbing them. Councilmember Jenkins asked if the rehab included relining the inside of the station and Dan Schuler confirmed that relining and mitigation were both covered. Dan explained the biggest reason for the cost increase was due to the bypass portion of the rehab. Councilmember Jenkins said he understood the reason for the cost increase and agreed that it was necessary. There was some discussion about the motor horsepower of the new pumps being installed and Dan assured the council he would verify that the correct pumps are covered. **Councilmember Jenkins moved to approve the Rehabilitation of Lift Station #3, with the provision that Dan Schuler will ensure the new pumps are 10 horsepower motors. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Discussion: Subdivision Ordinance – Guarantee of Improvements

City Attorney, Brandon Richards, told the council that a question was brought to his attention a while back regarding how money is released back to developers who complete improvements. He said he reviewed the city ordinance against the state code and found that the city only offers one option for escrow. In order to be in compliance with state code, the ordinance must offer two options. He said he has researched the ordinances of surrounding cities and found that several of them also only offer one option, but he believes it is better to rework our ordinance now and be in compliance. He mentioned he prefers Layton City's ordinance, as they offer three different options: a financial bond; an escrow bond/trust account; or a cash bond. He stated he would follow up with Layton to get more information on their ordinance. He stated he would like to avoid letters of credit from financial institutions. He stated he would like to find out more about how Layton City handles the money they receive. He would like to make sure the money is collected and held the correct way.

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There was some discussion about escrow and completion assurance. Brandon stated there has been some changes at the state level and so the best option right now would be to lock down the money to ensure the funds are there. He suggested the city closely review the amount of funds being collected by developers to ensure enough is being held to cover the projects being completed. He told the council he will work on putting together a proposed ordinance for their review.

Motion: Approval of Business License

Renewals

Cook's Auto Sales, Antique Sale	George Cook	1985 N 4650 W	auto & antique sales/storage
Randy Marriott Construction	Randy Marriott	4960 W 2200 N	construction & maintenance
America First Credit Union	AFCU	4350 W 2336 N	banking
JDR Home Inspections LLC	Dee & Sue Rose	1802 N 4475 W	construction loan inspections
Hilary's Home Daycare	Hilary Perez	3639 W 2600 N A&B	daycare
Cody Rhees Construction	Cody Rhees	2414 N 4350 W B2	general contractor
Kent's Market	PCO-KTA LLC	3673 W 2600 N	grocery store/beer license
American First at Kents	AFCU	3673 W 2600 N	credit union
Dollar Tree Stores Inc	Dollar Tree	3625 W 2600 N	retail variety store
Sugar Stop	Ellie Clark	3267 W 2950 N	food trailer office
Wasatch Peaks Credit Union	Wasatch Peaks	3631 W 2600 N	credit union
Flowing Locks Salon	Jordan Andrascik	1651 N 3450 W	hair salon
Wilson's Daycare	Melanie Wilson	2238 N 4275 W	home daycare
Oakmont Trucking	Ross Fox	5145 W 1500 N	office
Highlander Gear	Nicole Cassell	2237 N 2850 W	online retail
Western Beauty	Davan McDaniel	2246 N 4100 W	nail technician

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

Motion: Approval of Warrant Register

See warrant register dated 01/01/2023 to 01/18/2023. **Councilmember Jenkins moved to approve and pay the bills as presented. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Sadler, Panunzio and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Sadler mentioned the possibility of replacing the fire station shed this year.

**At 7:28 p.m. Councilmember Sadler moved to adjourn and was seconded by Councilmember Skeen. The vote was unanimous.**

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date approved

# ECONO WASTE, INC.

P.O. BOX 106

ROY, UT 84067

PHONE: (801)627-2680 EMAIL: econowaste@hotmail.com



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October 28, 2022

Plain City  
4160 W 2410 N  
Plain City, UT 84404

RE: Contract expiration April 1<sup>st</sup>, 2023

Dear Mayor and City Council,

The contract for trash removal service with Plain City expires on April 1<sup>st</sup>, 2023.

At this time Econo Waste would like to give the city notice that we will need to make some changes as well as pricing if Plain City was to extend the contract for any additional terms. The following would need to be approved in order to continue the service for Plain City.

- 1- Residential automated cans would be \$11.00 per month per can, this equals to \$2.53 per week dumped 1 time per week.
- 2- We would need to add a fuel surcharge to the new contract - stating if the diesel fuel costs at the pump go above \$5.75 per gallon for an average of 3 weeks in a row, that cost would be \$1.00 per month per Residential home. If cost was to go above \$6.00 per gallon, then we would need to re-evaluate costs with City.
- 3- We would need to add to the contract an annual increase according to the consumer price index/cost of living increase - minimum of 4% or more whichever is greater.
- 4- We would need the Contract to be for a 5-year term with option to renew.

With our costs rising and the unforeseen future we ask that you consider the above and please get back with me at your earliest convenience. We appreciate your understanding, and thank you for supporting your locally owned and operated waste hauler.

Sincerely,

Val Sanders  
Econo Waste, Inc.



**PLAIN CITY, UTAH  
REQUEST FOR PROPOSALS  
FOR CURBSIDE SOLID WASTE  
COLLECTION AND REMOVAL SERVICES**

**I. Purpose, Background, and Scope of Service**

**Purpose of Request for Proposal**

Plain City, hereinafter referred to as "City", is soliciting proposals from qualified Firms, hereinafter referred to as "Firm", interested in providing curbside solid waste collection services.

**Background**

Plain City is located in the Northwest area of Weber County. The City is interested in providing weekly curbside solid waste collection services to approximately 8,000 residents (approx. 2832 households), via a contracted Firm.

**Intent**

The City's intent and the requirements of this RFP are to provide citizens with the appropriate level of service, at the best value and with the highest quality.

The specifications contained within this RFP document are designed to establish an effective, efficient, uniform, and safe system of solid waste services that provides for the following intended purposes:

- I. Establish and maintain a continuous and uniform level of solid waste services in order to assure protection of the health, safety, and welfare of the community.
2. Provide solid waste collection services in a coordinated manner, through a routing system that will improve current solid waste collection while minimizing impacts to service rates. To this encl, the City has tried to provide as much information as possible to all prospective Firms in order to allow them to compute fair and reasonable rate quotes. However, it is the sole responsibility of the Firm to independently investigate, to calculate, and to be responsible for the prices quoted.

**Scope of Services**

The selected Firm will be required to provide the following services including, but not limited to, the following:

1. Provide weekly solid waste collection service to approximately 8,000 residents (approx. 2,575 households) according to the Terms and Conditions contained on the last page of this RFP.
2. Be responsible for safely and legally transporting, processing, and disposing of the collected materials. Materials will be transported to a facility that is agreed upon by both the City and the Firm.
3. Existing containers shall be furnished by the City at no cost or expense to the Firm, except in case of damage to such containers through carelessness or negligence on the part of the Firm. The Firm shall not be liable for damage caused by previous Firms. The City does not intend for the Firm to include costs to purchase additional containers in their proposal.

Container totals as of February 1, 2023, are as follows:

First cans: 2832

Second cans: 719

Dumpsters 2??

## II. Proposal Requirements/Proposal Format

In addition to other items specified below, all proposals are limited to a maximum of 20 pages. This page limit does not include Firm's cover letter.

### 1. Cover Letter

Each response should include a cover letter no longer than two pages, signed by an officer of your Firm, indicating that the response is valid for 90 days and that the officer is legally able to contractually bind your Firm. The cover letter should summarize your proposal's key points.

### 2. Firm Qualifications

- Provide a description of your Firm's experience and capability of fulfilling this contract if awarded.
- Firm must provide service to Plain City from a facility that is located no farther than 20 miles from Plain City limits. If firm cannot meet this requirement, Firm agrees to waive any fuel surcharges resulting from any travel outside the 20-mile radius.
- Provide information describing your Firm's financial condition. Include in such description, where applicable, the credit rating of your Firm's parent entity or related subsidiaries that would provide services under this RFP.
- Provide minimum Liability Insurance in the amount of \$3,000,000 per occurrence with an aggregate of \$15,000,000.
- Describe any relevant changes in your Firm within the past year, or anticipated changes, that may affect your capability to perform the services requested.
- Identify five references from governmental entities where your Firm has performed similar services. Provide information regarding your Firm's background and experience in providing these services.

### 3. Staffing Plan

Indicate the names, titles, roles, locations, phone numbers, fax numbers, and email addresses of each member of the team that will be designated to work on this project for your company.

- Indicate which person and position will serve as the day-to-day contact for the city.
- Provide brief resumes of the listed person(s).
- Give an example of your companies hiring criteria, pre-employment qualifications, and hiring process.
  - o Class B CDL (Class A if operating a comb unit)
  - o Pre-employment drug and alcohol screen
  - o Disqualification standards, i.e. DUI prior 10 years, excessive moving violations, safety history, felonies, etc.
  - o eVerification - verify legal resident status
- Provide an example of the Operational Training Program used by your company to ensure compliance with all DOT, OSHA, and DEQ requirements.

Provide the location, address, and contact information for the office that will provide the services to the City.

#### **4. Firm Approach**

Submit an operational plan and discuss how your Firm will provide the services to be performed for the City. Plain City welcomes and will consider creative and innovative alternatives when those methods can be shown to provide cost savings and/or overall improvements in the current solid waste collection system.

Please indicate the schedule for implementing the program that your Firm will use to provide the services to be performed for the City.

#### **5. Cost**

The cost basis for collection and billing of solid waste and recyclable materials shall be per container collected. Please indicate the costs per container for both refuse collection.

#### **6. Submittal Requirements**

Four copies of each Firm's response shall be submitted to Plain City Hall no later than 3 p.m. on February 22, 2023.

Plain City - Solid Waste - RFP 2023  
Attn: Diane Hirschi  
4160 W 2200 N  
Plain City, UT 84404

A Firm may, without prejudice, withdraw a proposal after it has been deposited with the City, provided written notice is given to the City Recorder, and provided such notice of withdrawal is received by the City Recorder prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening.

### **III. RFP Evaluation, Schedule, and Other Matters**

RFP's will be evaluated based on the following criteria (not listed in any order of importance).

1. Firm's proven ability with similar projects.
2. Expertise of key personnel to be assigned to the contract.
3. Firm's proven safety record and conformance with local, State, and Federal Laws.
4. Firm's proven track record of responsiveness to time limitations and deadlines.
5. Firm's proven track record of quality of performance.
6. Firm's capacity to perform.
7. Firm's cost proposal

#### **Final Ranking and Selection**

A City Committee will make a recommendation to negotiate with the responder whose proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in the RFP. Recommended contract awarded, if any, resulting from this RFP is subject to the approval of the City Council.

#### **Presentations**

The City retains the right to create a shortlist and invite Firms who make the list to deliver a presentation of its proposal to the Committee. Each presentation will be judged as to its completeness.

#### **Negotiations**

The City retains the right to make an award based on initial proposals without negotiations. Negotiations may be conducted with all responsible Firms.



## **Discussions: Best and Final Firm**

The Committee reserves the right to recommend a Firm based upon the Firm's written proposal, without further discussions. Should the Committee determine that further discussions would be in the best interest of the City, the Committee shall establish procedures and schedules for conducting discussions and will notify qualified Firms. When in the best interest of the City, the Committee may permit qualified Firms to review their proposals by submitting "best and final" Proposal.

## **Other Matters**

### **1. Changes in the RFP**

Any communication from the City to a Firm will be transmitted simultaneously to all Firms along with written questions submitted. Any Firm who fails to recognize or utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process. All addenda will be numbered in sequence, dated as of the date of issue, and sent via email to all Firms.

### **2. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

### **3. Receipt of Addenda**

The Firm shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal. Firm shall also sign and return the cover page of each addendum to the City Recorder via email to acknowledge receipt. Failure to receive or open a properly addressed email sent by the City to the e-mail provided by the Firm shall not excuse a Firm from complying with mandatory portions of the addenda.

### **4. Clarifications**

Firms are notified to examine thoroughly the instructions, specifications, and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Firms may ask for any explanation or clarification before submitting their Proposal. All requests for explanation or clarification must be presented to the City in written form.

**All inquiries related to this RFP shall be submitted in writing to:**

**Diane Hirschi**  
**Plain City**  
**4160 W 2200 N**  
**Plain City, UT 84404**  
**dianeh@plaincityutah.org**  
**Phone: 801-731-4908**  
**Fax: 801-689-3981**

### **5. Reservation of Rights**

The City reserves and holds at its discretion the following rights and options:

- a. Issue addenda to the Request for Proposals including extending or otherwise revising the timeline for submittals;
- b. Withdraw the Request for Proposals;
- c. Request clarification and/or additional information from the Firm at any point in the procurement process;
- d. Execute a Contract or Contracts with one or more Firms, on the sole basis of the original proposal or any additions to proposal submissions;
- e. Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the City; and Reissue the RFP or modify the RFP.

In order to be considered for selection, responses must be received by City Recorder on or before the date and time specified. Firms mailing responses should allow normal mail delivery time to ensure timely

receipt by the City. Proposals received after the stated time shall not be considered. No fax transmittals will be accepted.

#### IV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of Syracuse City. One (1) copy of each proposal shall be retained for official files and will become a public record after the contract award. Said copy will also be open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of Syracuse City.

##### Disclosure

Any trade secrets or proprietary information submitted by a Firm in connection with procurement shall not be subject to public disclosure. However, the Firm must invoke the protection of this section prior to or upon submission of the data or other materials by identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is proprietary is not acceptable. A statement that cost proposals are to be protected is not acceptable. Plain City may be required to disclose such information under Utah law, even if a Firm invokes this section. Plain City is not responsible for any alleged damages suffered by the Firm from release of data provided in response to this request.

##### Costs

There is no expressed or implied obligation for Plain City to reimburse responding Firms for any expenses incurred in preparing proposals in response to this request.

##### Terms and Conditions

**Term:** Firm agrees to act as City waste contractor for a period of five (5) years commencing on April 1, 2023. At the end of the five-year term, the City reserves the right to extend the contract beyond 5 years with an addendum if so desired.

**Duties applicable to the Firm:** The Firm will perform the following work continuously during the entire term of this agreement and during any extension(s) thereof:

1. **Collection of solid waste:** Firm shall collect at its own expense, all waste which is contained within the provided waste disposal container from each family residence within Plain City limits according to a non-rotating, fixed pick-up schedule which Firm shall determine and which shall be subject to written City approval. Collection of solid waste from each family residence shall occur at least once each week for the duration of this agreement and during any extension(s) thereof.
2. **Pickup Schedule:** Collection shall be performed on one (1) day each week unless otherwise approved by the City. The City shall have thirty (30) days to approve or reject any schedule presented by Firm. Failure to approve or reject within thirty (30) days shall be deemed a rejection. If the City rejects any schedule presented by the Firm, the Firm shall propose an alternative acceptable to the City. All proposed pick-up schedules shall provide that all waste will be collected for all family residences not later than 7:00 p.m. on the day(s) appointed for collection and that no waste collection activities shall commence prior to 6:00 a.m. Firm shall follow the schedule approved by the City.
3. **Modification of Pickup Schedule:** All pick-up schedule changes made by Firm shall be made only after Firm submits such changes as set forth in subparagraph "2" of this section. Furthermore, Firm shall not make any such pick-up schedule changes until it has notified the residents of the City, at its own expense, of such approved changes at least one (1) week prior to implementing new changes excluding Federal holidays or as otherwise agreed upon by both parties in writing.
4. **Disposal of Waste:** Firm shall dispose of all waste it collects at a site agreed upon by the Firm and the City. Plain City will be responsible for all charges associated with disposal of Solid Waste.



5. **Insurance Coverage:** Firm shall maintain, at its own expense, general liability insurance not less than amount of \$3,000,000 per occurrence with an aggregate of \$15,000,000 for both Finn and the City.
6. **Bond:** In addition to insurance, Firm shall provide the City with a one hundred-thousand-dollar (\$100,000) performance bond during the entire term of this agreement and any extensions.
7. **Number of Residences:** Firm and City shall agree on the number of residents to be served, and the number of residences shall be updated every month.