

PLAIN CITY COUNCIL
MINUTES OF WORK MEETING
MARCH 2, 2023

The City Council of Plain City convened in a work meeting at City Hall on Thursday, March 2, 2023 also accessible via ZOOM beginning at 5:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Rachael Beal, Buddy Sadler, Todd Skeen
Excused: Councilmembers Jed Jenkins and Luigi Panunzio
Present on Zoom: Dan Schuler
Also Present: Diane Hirschi

Call to Order: Mayor Beesley

The purpose of the work meeting is to discuss the preliminary budget. Mayor Beesley reported that he met with Ryan and the department heads to get an idea of what their wants and needs are, as well as a wish list that they are working towards. The Mayor noted that they went through the whole budget to see how things are going. He mentioned that the fire dept is currently over budget due to some bills that came in late last year. He reported that the landfill is asking for a used track loader that will cost around \$30,000-\$40,000. They are also asking for a salary increase.

The Mayor reported that it will cost around \$22,000 to run the election this year. He noted that the streets department is asking for four new speed signs, asphalt and a walking path on 1500 N, and a walking path on 4425 W to Pioneer Park. Dan is working on getting costs. In the sewer department, Dan is getting costs for the UV treatment and backup generators for the lift stations that don't have one. As for the storm water department, Dan is also looking at costs for a new 4-wheeler for the detention basins and fields, and to install Storm Tec in some of the detention basins for park areas. The parks department is looking at costs to rebuild the playground at Town Square Park to make it ADA accessible as an all abilities playground. Councilmember Beal noted that she would like to look into cameras at the parks as well as a family restroom so a dad can go in and change a diaper and/or room for a wheelchair. Also in the parks, Dan would like to look at automatic filters for the sprinkler systems for Lee Olsen and Pioneer Park, install two rail fences at Town Square and Lions Club Park, and asphalt parking around the Rec and Public Works building. There was a discussion that some of these would be able to use impact fees. The Mayor has had a goal to greatly improve the baseball fields at Lee Olsen. Costs are being looked into for more infield mix, laser grade and finish drag work. It was noted that that water for the parks will be metered beginning this year. There was a brief discussion about the ownership of the Town Square Park. The city owns a quarter of the park that houses the playground. The rest is owned by the Church of Jesus Christ of Latter-day Saints. Dan is also looking for prices on a bucket truck. This could be used for tree trimming, lights, decorations and scoreboards.

Under recreation, Colette is looking into an ABI Force and Pull Behind Field Groomer. She is also asking to have AED's for all park and city buildings as well as one to keep with her. The fire chief is can get them cheaper and he will get some prices. She is also getting prices for two portable sound systems for the baseball tower.

At 6:11 p.m. the meeting adjourned.

City Recorder

Mayor

Date approved _____

PLAIN CITY COUNCIL
MINUTES OF WORK MEETING
MARCH 2, 2023

The City Council of Plain City convened in a work meeting at City Hall on Thursday, March 2, 2023 also accessible via ZOOM beginning at 6:12 p.m.

Present: Mayor Jon Beesley, Councilmembers Rachael Beal, Buddy Sadler, Todd Skeen
Excused: Councilmembers Jed Jenkins and Luigi Panunzio
Present on Zoom: Dan Schuler, Adams Family
Also Present: Diane Hirschi, Brandon Richards

Call to Order: Mayor Beesley

The purpose of the work meeting was to discuss the open meetings law. Brandon Richards talked to the Council about the Open and Public Meetings Act for their annual training. This law applies to the City Council and the Planning Commission. Brandon explained that a meeting exists when the Council or Planning Commission meet for the purpose of doing public business and making decisions. All meetings are open to the public unless closed under certain circumstances. Brandon will be discuss these later. A quorum is a simple majority of the council. Brandon discussed chance meetings, such as parties, church, etc. and noted that they aren't regulated by this act. Training opportunities were discussed and noted that they aren't a violation. He briefly discussed that someone can participate electronically, but the base of the meeting has to be held in a central location where the public can attend. Brandon noted the notice requirements and that Diane is good about making sure the notices are correct. If she has a question, she will discuss it with him. Meetings require a 24-hour notice, however an emergency meeting can happen if there is an immediate danger or problem. Brandon mentioned that the agenda has to be specific enough that someone can tell what will be discussed. It was mentioned that a discussion can happen if it is not on the agenda, but no decisions can be made. Minutes of the open meetings must be written and recordings shall be made available.

Brandon went on to discuss closed meetings. He noted that there are some cases in which the meetings can be closed. The cases are limited and are listed out on the Utah Code. These meetings must be listed on the agenda of a regular meeting and the council has to have a majority vote to go into a closed meeting. Closed meetings must be recorded and have written minutes with the exception of discussing personnel or security devices. An affidavit will be signed by the Mayor in those two cases. In any of the closed meetings, no decisions can be made. Decisions can only be made in an open meeting.

At 6:29 p.m. the meeting adjourned.

City Recorder

Mayor

Date approved _____

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 2, 2023

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, March 2, 2023 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Rachael Beal, Buddy Sadler, Todd Skeen
Excused: Councilmembers Jed Jenkins and Luigi Panunzio
Staff: Diane Hirschi, Brandon Richards
Present: Blake Neil, Jim Flint, Jeff Hales (arrived at 7:00 pm)
Also Present via Zoom: Dan Schuler, Val Sanders, Adams Family, Jim Beesley

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

Approval of Minutes from February 16, 2023

Councilmember Beal moved to approve the minutes from February 16, 2023. Councilmember Sadler seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye. The motion carried.

Comments: Public

There was none.

Report from Planning Commission

Blake Neil reported that Shawna Faulkner will continue to be the Chair and Blake Jenkins will be the Vice Chair of the Planning Commission. Two subdivisions that were approved are on the agenda tonight. He noted that the Planning Commission will be having a public hearing on a rezone over by Pioneer Park on March 23. They discussed the rehabilitation ordinance and assisted living ordinance and are working on definitions. They discussed the sensitive land ordinance and are looking at revisiting the commercial uses in the Zoning Ordinance. Blake Neil reported that he would like landmarks such as churches and parks on the new zoning map.

Discussion/Motion: Final Approval of Scott Wayment Subdivision - approx. 1700 N 5100 W – 4 lots

It was noted that the Planning Commission recommended approval with a deferral agreement. There was a discussion that deferral agreements are required if there are no curb, gutter and sidewalks in the area. Councilmember Sadler asked if the deferral agreements have been turned in. It was noted that they have not. **Councilmember Sadler moved to table final approval of the Scott Wayment Subdivision until the deferral agreements are turned in. Councilmember Beal seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye.**

Discussion/Motion: Final Approval of C&B Subdivision – approx. 1950 N 5100 W – 11 lots

The Planning Commission recommended approval of this development. Councilmember Sadler feels that on the big lot with the turnaround, there should be a deferral agreement. This will mean that the improvements, once the road goes through, will be at the owner's expense. It was suggested that it could be put on the plat. Councilmember Sadler felt it needs to be a deferral agreement. Diane mentioned to Jim Flint that she will send him a copy of a deferral agreement.

Councilmember Beal moved to table C&B Subdivision until there is a deferral agreement for lot 4. Councilmember Sadler seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye.

Discussion/Motion: Easter Egg Hunt

It was reported that we gave the Lions Club \$1,300 last year to purchase candy for the Easter Egg Hunt. Councilmember Sadler reported that the Lions Club ordered 500 beeper eggs for the vision impaired. Councilmember Beal noted that her son was thrilled with the effort last year and noted that he was the only one in that area. She suggested that this area be on a hard surface as grass is not accessible to wheelchairs. Councilmember Sadler noted that they are trying to get the word out about this new area. There was a brief discussion about increased costs for prizes for these beeper eggs.

Councilmember Sadler moved to approve \$1,500 for the purchase of supplies for the Easter Egg Hunt. It was noted that they may need more money. Councilmember Skeen moved to approve \$2,000 for the purchase of supplies for the Easter Egg Hunt. Councilmember Sadler seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye. The motion carried.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 2, 2023

Discussion/Motion: Approval of Garbage Contract Renewal

The Mayor reported that he met with Val and Jacki from EconoWaste and due to the cost of hauling, trucks, salaries, and fuel, the contract is going up. 60-day notice was given. The cost to dump the first can is going to be \$11 and the cost to dump the second can is going to be \$8. EconoWaste will give the city all the blue cans and they will be able to be used as second cans. There will not be any yard waste or recycling. Black and blue cans will all be for regular garbage. There was a discussion about if the fuel costs go above \$6 per gallon, a \$1 surcharge will be added to each residential home. Councilmember Beal wanted it added that if it does go up and then go back down, they will take the \$1 surcharge back off. **Councilmember Beal moved to approved the contract with the one change noted. Councilmember Sadler seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye. The motion carried.**

Discussion/Motion: Ordinance – Amendment of Sensitive Land Use Ordinance

Blake Neil walked the council through the changes to the Sensitive Land Use ordinance. Basically, the Planning Commission discussed wetlands, flood plains, basements and updated definitions. It was clarified in this ordinance that canals, rivers and streams are required to be fenced or piped if found detrimental to the public health, safety and welfare. There was a brief discussion about what detrimental means. Councilmember Sadler is concerned about lot sizes that have wetlands on them. He would like the Planning Commission to look at better defining the lot size calculations with wet lots. **Councilmember Sadler moved to send this ordinance back to the Planning Commission for lot size calculations. Councilmember Beal seconded the motion. Councilmember Beal, Sadler and Skeen voted aye. The motion carried.**

Motion: Approval of Business License

New

Summit View Window Cleaning	Tyler Muhlestein	475 W 2250 N	window cleaning
Hair Therapy Studio, LLC	Lindi Sparks	2255 N 2850 W	electrology/cosmetology
Nicole Jensen Design LLC	Nicole Jensen	2738 W 2550 N	home design services

Renewals

Redbox	Redbox	4098 W 1975 N	dvd/game rental
Talk to Me Crisis Communications	Mark Lowther	5039 W 1500 N	police training
Fluffig Alpacas LLC	Joey Tracy	4257 W 1400 N	sell alpaca merchandise

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

Motion: Approval of Warrant Register

See warrant register dated 02/15/2023 to 02/28/2023. **Councilmember Sadler moved to approve and pay the bills as presented. Councilmember Skeen seconded the motion. Councilmembers Beal, Sadler and Skeen voted aye. The motion carried.**

Report from City Council

The Mayor gave a nice tribute to Randy Marriott and noted the huge hole that his passing will leave in the city. He thanked the department heads for their work on the budget. He noted that we do have impact fee money to spend. Ryan had sent out an email with that information.

Councilmember Beal asked about the amphitheater. It was noted that the deadline for a grant has passed and we will not be applying for a RAMP grant for an amphitheater. There was a discussion about the possibility of adding the amphitheater to a recreation center. She asked if the city was willing to sponsor a blood drive and have the council be available. It was noted that this would be a worthwhile event. She asked to be kept in the loop for the all-abilities park. She mentioned that she is working on a venue to get councilmembers from other communities together and asked if our council would be interested. It was noted that they would. It was discussed that it would be nice to have our state senator come out regularly. The Mayor reported that our representative is Matt Gwynn, who lives in Farr West, could be invited to come out.

Councilmember Sadler noted that the ULCT conventions is coming up in April. He too, noted his sadness for loosing Randy Marriott.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 2, 2023

Jeff Hales asked to take a minute to discuss the Scott Wayment Subdivision. He asked why the deferral agreements are all of a sudden being required before approval. Final approval is when the council tells the developer what they want before it can be recorded. Councilmember Sadler noted that he wants to see them prior to approval and have them be in their packets. Jeff contended that they should be collected before recording, not at approval. Councilmember Sadler felt that if it isn't in the packet, it is easy to forget about them. Jeff feels it isn't right to require them at this time but he will get them.

At 7:44 p.m. Councilmember Skeen moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

City Recorder

Mayor

Date approved _____

NOTICE OF DECISION

Plain City, Weber County, Utah

On February 23, 20 23, the Plain City Planning Commission recommends
☒ Approval, ☐ *Approval with condition(s), ☐ Disapproval, ☐ Tabled
of an application for Scott Wayment Subdivision approximately 1700 N 5100 W 3 lots,
received from (Applicant): Jeff Hales

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:

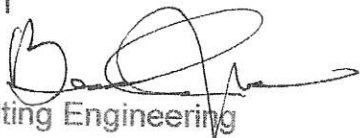
Commissioner Skeen motioned to City Council to approve final for the Scott Wayment
Subdivision with the addition of the deferral agreement as stated in our memorandum from
Wasatch Civil. Commissioner Neil seconded the motion. Vote: Commissioners Skeen, Neil,
Ortega and Chairman Faulkner voted aye. Motion carried.

3-2-23 tabled - no deferral agreement



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: February 9, 2023

Subject: Scott Wayment Subdivision, Preliminary Plan Review (Revised Plan)

We have reviewed the revised preliminary plan for the Scott Wayment Subdivision. Following our review, we have the following comments:

1. Plain City Ordinances require the asphalt patching in 5100 West to extend 15-feet on both sides of each utility trench.
2. Plain City Ordinances required the frontage of a subdivision be fully improved with curb, gutter and sidewalk. However, since this area of 5100 West is rural with no other street improvement in the vicinity, we recommend the Developer sign a deferral agreement for the required improvements. The agreement should be transferred with the land as ownership changes.

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

N.W. 1/4
SECTION 5, T.6N., R.2W., S.L.B. & M.

IN PLAIN CITY

SCALE 1" = 200'

TAXING UNIT: 21, 434

SEE BOOK 19, PAGE 33

SEE 190330014

CROSS ROADS
EAST ESTATES

SEE PAGE
BOOK 19 PAGE 98

RAMSEY
ESTATES SUB

SEE PAGE 579

TIFFANY BLUFFS SUB

SEE P. 334 TO 336

KENT W. CALVERT & WF ELAINE
150180011 TU 434

5.54 AC±

1375.50'

AARON P. & DIANNA
S. WHEELER REV
LIVING TRUST 12/18/07

150180010 TU 434

6.79 AC±

AARON P. & DIANNA
S. WHEELER REV
LIVING TRUST 12/18/07

150180009 TU 434

6.79 AC±

1663.8'

O SCOTT WAINMENT

SUSAN A. WAINMENT TR

150180003

30.98 AC±

TU 434

RICHARD & KARLENE OELKE FAM
TRUST DTD 12-14-2005 & AMD & RESTATED
21ST DAY OF APRIL, 2020

150180001

19.01 AC±

TU 434

RICHARD & KARLENE OELKE FAM
TRUST DTD 12-14-2005 & AMD & RESTATED
21ST DAY OF APRIL, 2020

150180024

7.50 AC±

TU 21

O SCOTT WAINMENT &
SUSAN A. WAINMENT TR

150180006

2.81 AC±

TU 21

CRAIG A. JOHNSON
& WF KATHY L

150180008

2.60 AC±

343.5' TU 434

LARRY DEAN HODSON
FAMILY TRUST

150180005

2.50 AC±

TU 434

MARK MANORE
& DEBBIE MANORE
LIVING TRUST

150180052

1.00 AC±

TU 21

SEE PAGE 17

FOR TAX PURPOSES ONLY

.06 AC±

TU 21

*ADDRESS AFFIDAVIT 08/16/2006

L.D.F. 9-6

COVENANT TO CONSTRUCT IMPROVEMENTS

I/WE, O. Scott Wayment 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:

Scott Wayment Subdivision Lot 1
1716 N. 5100 W., Ogden UT 84404

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: MAR 3 1953

OWNER

OWNER

STATE OF UTAH

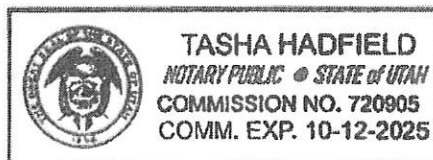
)
:SS
)

COUNTY OF WEBER

The foregoing instrument was acknowledged before me this 3 day of March

20 23 by Tasha Hadfield

Washa Hadfield
NOTARY PUBLIC



COVENANT TO CONSTRUCT IMPROVEMENTS

I/WE, O. Scott Wayment 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:

**Scott Wayment Subdivision Lot 2
1700 N. 5100 W., Ogden UT 84404**

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
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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: MAR 3 23

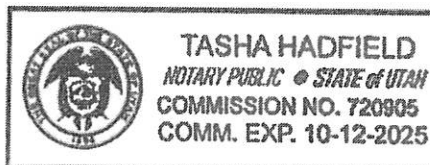
O. Scott Wayment
OWNER

OWNER

STATE OF UTAH)
:SS
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 3 day of March
20 23 by Tasha Hadfield

Tasha Hadfield
NOTARY PUBLIC



COVENANT TO CONSTRUCT IMPROVEMENTS

I/WE, O. Scott Wayment 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:

Scott Wayment Subdivision Lot 3
1684 N. 5100 W., Ogden UT 84404

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
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described improvements abutting said property, the owner(s) agree not to protest full participation
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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: March 3 23

O. Scott Wayment
OWNER

OWNER

STATE OF UTAH)

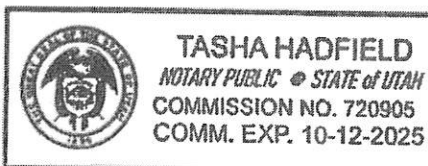
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COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 3 day of March

20 23 by Tasha Hadfield

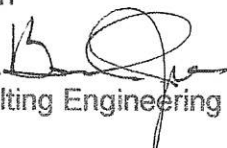
Tasha Hadfield
NOTARY PUBLIC





Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: Feb
March 27, 2023

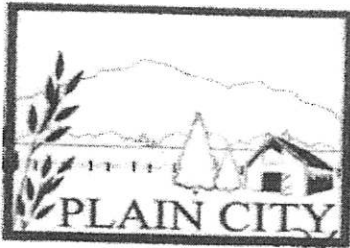
Subject: River Crossing Subdivision Phase 2, Conditional Final Acceptance

We have reviewed the request for conditional final acceptance for the River Crossing Phase 2 Subdivision. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works (attached). Consequently, we recommend granting conditional final acceptance to River Crossing Subdivision, Phase 2.

Consequently, once conditional final acceptance is granted, the escrowed funds for asphalt surface treatment should be released to the City as a reimbursement for work previously done by them in October 2022. All other funds that are in excess of the 10% contingency may be released to the Developer. The contingency funds will then be retained for the duration of the 1-year warrantee period.

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

2/22/2023



Re: River Crossing Phase 2 Subdivision escrow release and conditional final request.

After completing my walk through/inspection for River Crossing Phase 2 Subdivision at 4925 West 1300 North on 2/22/23, punch list items & city improvements that had been completed or fixed was installed to city standards. At this time, releasing the escrow for any remaining improvement monies, minus the 10% warranty monies and releasing Slurry Seal monies to the city for renversement for surface treatment completed in Oct 2022 and request to start the one-year warranty period for River Crossing Phase 2 subdivision. concerning the open space area that a walking trail, cleaning, grading and grubbing still needs to be completed, I would recommend to start the one-year warranty period and give the developer the year within the warranty period to have all open space completed to agreement.

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

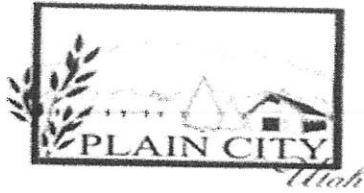


Daniel Schuler

Plain City Public Works Director

385-466-1079 Cell

dans@plaincityutah.org



2/2023

Plain City

Project Punch List

Project Name & Developer: River Crossing Ph #2 / Randy Marriott

Contractors Name: Jeff Hales

Date of substantial completion inspection: 9/20/2022

Date of punch list: 9/20/2022

City representative: Daniel Schuler

Contractors' representative: Todd

The following is a list of items within the scope of work that require correction or completion prior to:

☒ Escrow release.

☐ A new substantial completion inspection.

☒ Conditional final.

☐ Final completion.

A detailed description for each item is provided below. Upon completion the city representative and the contractors shall inspect the work performed and initial that each item has been completed and accepted before conditional final or final completion will be requested from City Council. (Use additional pages as necessary). Once developer/contractor receives the punch list from the city all items listed below will need to be completed within 60 days, after the 60 days the punch list will be null-and-void and a new final inspection and punch list will be issued for items needing fixed or completed. if any item is missed or overlooked item will be added to list if needed, Developers/Contractors responsibility to contact the city to schedule a re-inspection for items completed.

Description of items	%	City Representative	Date of City Acceptance
Mat and rock all park strips not in front of buildable lots and fronting all open space.		D Schuler	Completed 10/2022
Clean up lot 34 level and remove all construction debris.		D Schuler	Completed 10/2022
Install Sidewalk and ADA ramp around lot 34.		D Schuler	Completed 10/2022

Lift curb that settled lot 39 1275 N 4975 W next to inlet.		D Schuler	Completed 11/2022
Lift curb next to inlet, lot 45 4925 w & Sikaflex all cracks along lot 45		D Schuler	Completed 11/2022
Lift curb lot 21 4925 w next to inlet.		D Schuler	Completed 11/2022
Fence off lift station & continue matting and rocking park strip to the east to lot 25.		D Schuler	Completed 11/2022
Remove all BMPs & cleanout inlets clean all curb and gutters.		D Schuler	Completed 11/2022
Install traffic delineators east end of 1300 north to keep cars out of the ditch.		D Schuler	Completed 11/2022 Candle cones & pipe used.
Scheduled surface treatment for ph. 2, to be completed within the next month.		D Schuler	Completed 10/2022 C&B Striping
Clean and grub all open space areas for trail.	0	D Schuler	Have completed within one year of warranty period.
Outlet control structure installed westside of ditch is per plan and adequate employee access to clean and maintain control structure if needed.	1 / 2	D Schuler	Control structure installed. 9/2022. Have completed within one year of warranty period.
Make sure all residents fencing along the east ditch of phase 2 is not sluffing off and is secure.	0	D Schuler	Removed 2/22/23 property owner's issue. Per Mayor.
Fix all broken sidewalks through phase II pull and replace or patch.		D Schuler	Completed 11/2022


Daniel Schuler

Public Works Director

4160 W 2200 S

Plain City, Utah 84404

385-466-1079 cell

801-731-4908 ext 116 office

dans@plaincityutah.org

Attached below is a highlighted list of items that have been completed.

From my site inspection conducted at River Crossing phase 2 on 2/26/2021, the items highlighted in yellow have been completed to City standards. At this time, I recommend the release of \$233,500.14 that has been requested by Marriott Construction on 2/24/2021 for the items completed, leaving \$108,569.25 in escrow for items that still need to be completed + 10% Contingency \$111,930.89 for the total amount left in escrow of \$220,500.14.

PROJECT: River Crossing Phase 2

ESCROW RELEASE REQUEST

Date: 2-23-21

#	ITEM	QTY	UNIT	ORIGINAL ESTIMATE	COMPLETE	TO COMPLETE	ESCROW REMAINING
	Mobilization LS	1	8,500.00	8,500.00	1.00	0.00	0.00
	Traffic Control	1	1,000.00	1,000.00	1.00	0.00	0.00
	Mail Boxes	2	2,300.00	4,600.00	2.00	0.00	0.00
	SWPPP LS	1	4,000.00	4,000.00	1.00	0.00	0.00
	Sawcut existing asphalt	1	150.00	150.00	1.00	0.00	0.00
	Side Walk LF	5706	14.50	82,737.00	3,000.00	2,706.00	39,237.00
	30" Curb & Gutter LF	5841	15.00	87,615.00	5,841.00	0.00	0.00
	Structural Import TON	6680	8.67	57,915.60	6,680.00	0.00	0.00
	Base Coarse TON	8222	10.44	85,837.68	8,222.00	0.00	0.00
	ADA RAMPS EA	12	1,150.00	13,800.00	5.00	7.00	8,050.00
	Bituminous Surface Coarse TON	2336	55.00	128,480.00	2,336.00	0.00	0.00
	Slurry Seal SY	12585	1.85	23,282.25	0.00	12,585.00	23,282.25
	Street Lights	5	3,500.00	17,500.00		5.00	17,500.00
	Street & Stop Signs	10	550.00	5,500.00		10.00	5,500.00
	Street Monuments	5	500.00	2,500.00	5.00	0.00	0.00
	5' Storm Drain Manhole	4	2,300.00	9,200.00	4.00	0.00	0.00
	Collars	4	450.00	1,800.00	4.00	0.00	0.00
	3x3 Junction Box	1	1,900.00	1,900.00	1.00	0.00	0.00
	Curb Inlets	6	1,500.00	9,000.00	6.00	0.00	0.00
	24 x 48 curb inlet	10	2,100.00	21,000.00	10.00	0.00	0.00
	18" RCP	152	29.62	4,502.24	152.00	0.00	0.00
	15" RCP	2325	25.16	58,497.00	2,325.00	0.00	0.00
	Connect to Existing Sewer	1	500.00	500.00	1.00	0.00	0.00
	10" Sewer Main Line	742	25.68	19,054.56	742.00	0.00	0.00
	8" Sewer Main Line	1919	20.70	39,723.30	1,919.00	0.00	0.00
	Sewer Laterals	28	535.00	14,980.00	28.00	0.00	0.00

5' Sewer manhole	4	3,100.00	12,400.00	4.00	0.00	0.00
4' Sewer Manhole	3	2,600.00	7,800.00	3.00	0.00	0.00
4" Pressure Sewer	1128	11.69	13,186.32	1,128.00	0.00	0.00
Concrete Collars	7	450.00	3,150.00	7.00	0.00	0.00
Lift Station	1	150,000.00	150,000.00	0.90	0.10	15,000.00
Test and Camera	1	4,500.00	4,500.00	1.00	0.00	0.00
Connect to Existing Culinary Line	1	1,050.00	1,050.00	1.00	0.00	0.00
8" Culinary Main Line	3273	17.97	58,815.81	3,273.00	0.00	0.00
Culinary valve	6	1,650.00	9,900.00	6.00	0.00	0.00
2" Culinary Temp Blow Offs	5	2,100.00	10,500.00	5.00	0.00	0.00
Fire Hydrants	6	4,100.00	24,600.00	6.00	0.00	0.00
Culinary Services & Meter Box	28	990.75	27,741.00	28.00	0.00	0.00
Collars	19	350.00	6,650.00	19.00	0.00	0.00
Test & Chlorinate	1	8,000.00	8,000.00	1.00	0.00	0.00
Connect to Existing Secondary line	1	774.23	774.23	1.00	0.00	0.00
8" Secondary Main Line	3232	16.04	51,841.28	3,232.00	0.00	0.00
2" Secondary Temp Blow Offs	1	605.66	605.66	1.00	0.00	0.00
Gate Valves	7	1,650.00	11,550.00	7.00	0.00	0.00
Double Secondary Services	13	900.00	11,700.00	13.00	0.00	0.00
Single Secondary Services	2	485.00	970.00	2.00	0.00	0.00
TOTAL			1,119,308.93	39,025.90	15,313.10	108,569.25
10% Contingency			111,930.89			111,930.89
Total			1,231,239.82			220,500.14
Original Escrow held			454,080.14			
Escrow remaining			-220,500.14			
Balance to release			233,580.00			

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

Daniel Schuler

Public Works Director

385-466-1079 Cell

dans@plaincityutah.org

Definitions

Punch List: A punch list is part of the project closeout portion of the construction process in which the city prepares a document that displays any work that has not been completed, or not been completed to city standards and needs to be completed within 60 days once developer and or contractor obtains a copy.

11-4-2: INSPECTION OF IMPROVEMENTS:

A. General Procedure: The City public works Director and or the City Engineer, shall provide the inspection of required improvements during construction and ensure their satisfactory completion. If they find, upon inspection, that any of the required improvements have not been constructed in accordance with the City's construction standards and specifications, the applicant shall be responsible for completing the improvements. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001)

B. Reduction Of Escrow Funds: The City shall not release nor reduce escrow funds on any required improvement until the developer provides a statement for monies requested, signed by the City Engineer and or City public works Director noting the improvements have been satisfactorily completed. In no event shall escrow funds be reduced below ten percent (10%) of the principal amount. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001; amd. Ord. 2010-03, 8-5-2010, eff. 8-6-2010)

C. Punch List Items: The City Inspector will complete final inspection and produce a punch List of items that need to be completed or fixed before subdivision will be granted conditional final by city council. Once developer/contractor receives the punch list from the city all items listed will need to be completed within 60 days, after the 60 days the punch list will be null-and-void and a new final inspection and punch list will be issued for items needing fixed or completed.

11-4-3: ACCEPTANCE OF OFF-SITE IMPROVEMENTS:

A. Conditional Acceptance: After the completion of all offsite improvements and upon receiving a written statement from the City Engineer that all required improvements have been satisfactorily completed, the City Council shall conditionally accept the improvements for a one-year guarantee period. Such approval shall not be given until the applicant's engineer has certified to the City Engineer, through submission of detailed as built construction plans of the subdivision, indicating location, dimensions, materials and other information required by the City Engineer, that the layout of the line and grade of all public improvements is in accordance with the construction plans filed with the final plat. Said as built plans shall be submitted in ink on reproducible Mylar. A minimum of ten percent (10%) of the total principal amount of the escrow funds will be held during this one-year guarantee period.

B. Guarantee Period: The developer shall warrant and guarantee that the improvements provided for hereunder and every part thereof will remain in good condition for a period of one year after the date of conditional acceptance by the City, and agree to make all repairs to maintain the improvements and every part thereof in good condition during the guarantee period at no cost to the City. The guarantee shall extend to and include, but shall not be limited to, the entire street, subgrade base and surface, all pipes, curbs, gutters, approaches, sidewalks, fences, and other accessories that are or may be affected by the construction operations. Whenever in the judgment of the Public Works Director and or City Engineer, said work shall be in need of repair, maintenance or rebuilding, he shall cause a written notice to be served upon the developer, and thereupon the developer shall undertake and complete such repairs, maintenance or rebuilding. The determination of the necessity for repairs and maintenance of the work rests with the City Engineer whose decision upon the matter shall be

final and binding upon the developer. Upon the developer's failure to perform the required repair work within sixty (60) days from the date of service of such written notice, the City shall have such repairs made, and the cost of such repairs shall be paid for by use of the ten percent (10%) guarantee funds

C. Final Acceptance: Except for sidewalks and seal coat, final inspection by the City Public Works Director shall be made eleven (11) months after conditional acceptance or as close as weather conditions permit. All defects as noted in the final inspection report of the engineer shall be corrected to the satisfaction of the engineer. Final acceptance shall be in writing by the City Council after written approval is received from the City Engineer. After final acceptance by the City Council the remaining balance in the Escrow Fund shall be released. (Ord. 2010-03, 8-5-2010, eff. 8-6-2010)

6. Fencing: Standard requirements for all basins, six feet (6') high chain-link fencing to restrict public access is required with a minimum of two (2) five-foot (5') access gates for vehicles and mowers, on all detention and/or retention basins. Height of fence and materials will be designated by the city (If not designated, then resort to standard requirements). All fence area around the basin must be level so fencing can sit flush on the ground, no holes or voids along bottom of the fencing installed will be permitted.

9. Erosion Control/Dust Control: Ground cover is required for all detention, retention basins constructed to prevent erosion control and dust control, the ground cover selected and installed will be designated by the Planning Commission and Public Works Director.

a. Selections for ground cover listed but not limited to:

- (1) Landscaping grass with sprinkler system;
- (2) Liner with decorative rock, river rock, or cabal stone;
- (3) Pasture grass; or
- (4) Seeded vegetation.

10. Freeboard: There should be at least one foot (1') of freeboard above the emergency spillway

11. Depth to Groundwater: The bottom of the pond shall not be closer than two (2)-feet to the static water level unless otherwise approved by the City Engineer or Public Works Director.


12. Spillways: All detention basins, retention basins or combinations thereof must have spillways included in their design. There are two (2) types of spillways, internal spillways and emergency spillways. Internal spillways are intended to introduce flows back into the main pipe and are typically downstream of the outlet control. Emergency spillways are intended to carry flows beyond the capacity of the overflow spillway to a downstream location. All spillways shall be designed to protect adjacent embankments, nearby structures and surrounding properties and comply with SWMP and LID standards.

Emergency spillways must be hardened to prevent erosion.

Spillway: All detention or retention ponds must have an emergency spillway.

11-4-5: ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

A. Street And Water Improvements: The extent of street and water improvements shall be adequate for vehicular access by the prospective occupancy, building contractors, police, ambulance, and fire equipment prior to the issuance of a building permit. For purposes of this section, "adequate" shall mean grading, subgrade preparation, installation of road base on streets, and installation of all water mains, valves, hydrants and other appurtenances for the water system. (Ord. 2006-05, 1-19-2006, eff. 1-19-2006)

 B. Public Safety Improvements: Certificates of occupancy will not be issued on any home within a subdivision prior to the fencing or piping of all ditches, as required by the final plat approval, or installation of any improvements determined to be necessary for public safety, in complete and satisfactory condition as determined by the City Engineer (Ord. 2017-14, 12-7-2017, eff. 12-8-2017)

C. Public Improvements: No building permit shall be issued nor escrows or bonds released for the final ten percent (10%) of lots in a subdivision, or if ten percent (10%) is less than two (2), for the final two (2) lots of a subdivision, until all public improvements required by the City Council for the plat have been fully completed and conditionally accepted by the City Council. (Ord. 2001-02, 3-1-2001, eff. 3-1-2001)

11-4-5, A: ENFORCEMENT:

The planning commission, the planning commission and such other departments and agencies of city government as are specified under the provisions of this title are hereby designated and authorized as the agencies charged with the enforcement of the provisions of this title and shall enter such actions in court as are necessary. Failure of such departments to pursue appropriate legal remedies shall not legalize any violation of such provisions. (Ord., 7-10-1979; amd. 2000 Code; Ord. 2009-18, 11-24-2009)

INSPECTIONS:

Appropriate departments of the city shall inspect or cause to be inspected all buildings, fire hydrants and water supply and sewage disposal systems in the course of construction, installation or repair. Excavation for fire hydrants and water and sewer mains and laterals shall not be covered or backfilled until such installation shall have been approved. Notice to uncover must be issued to the responsible person by the inspector. (Ord., 7-10-1979; amd. 2000 Code)

PERMITS:

From the time of the effective date hereof, the planning and zoning administrator shall not grant a permit, nor shall any city officer grant any license or permit for the use of any land or the construction or alteration of any building or structure on a lot which would be in violation of any provisions of this title, until a subdivision plat therefor has been recorded or approved as herein required. Any license or permit issued in conflict with such provisions shall be void. (Ord., 7-10-1979; amd. 2000 Code; Ord. 2009-18, 11-24-2009)

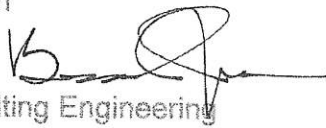
PENALTY:

Whoever shall violate any of the provisions of this title shall be guilty of a class C misdemeanor and, upon conviction of any such violation, shall be subject to penalty as provided in section 1-4-1 of this code. (Ord., 7-10-1979; amd. 2000 Code)



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

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

Date: March 6, 2023

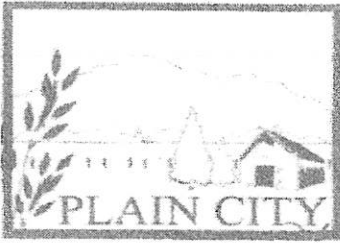
Subject: Panunzio Subdivision Phase 1, Conditional Final Acceptance

We have reviewed the request for conditional final acceptance for the Panunzio Subdivision Phase 1. We concur with the recommendation submitted by Dan Schuler of Plain City Public Works (attached). Consequently, we recommend granting conditional final acceptance to the Panunzio Subdivision, Phase 1.

Consequently, once conditional final acceptance is granted, \$ 4,500.00 of the escrowed funds should be released to the City for streetlight installation. Plain City will then be responsible for coordinating with Rocky Mountain Power to complete this item. All other funds in excess of the 10% contingency can be released to the Developer. The 10% contingency should then be retained for the duration of the 1-year warrantee period.

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

2/27/2023



Re: Panunzio Subdivision Ph-1 escrow release and conditional final request.

After completing my walk through/inspection for Panunzio Subdivision Ph-1 at 4100 West 1975 North on 2/27/23, the city improvements that had been completed or fixed was installed to city standards. At this time the developer would like to request starting the one-year warranty period for Panunzio subdivision Ph-1 and releasing the escrow for any remaining improvement monies, minus the 10% warranty monies and \$4,500.00 renversement to the city for a Street light install at 1975 N 4100 W and repair of a street light at 4100 W Pioneer Rd.

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

Daniel Schuler
Plain City Public Works Director
385-466-1079 Cell
dans@plaincityutah.org



Plain City

Project Punch List

Project Name & Developer: Panunzio Sub. Ph #1 / Randy Marriott

Contractors Name: Jeff Hales

Date of substantial completion inspection: 9/20/2022

Date of punch list: 9/20/2022

City representative: Daniel Schuler

Contractors' representative: Todd

The following is a list of items within the scope of work that require correction or completion prior to:

☐ Escrow release.

☐ A new substantial completion inspection.

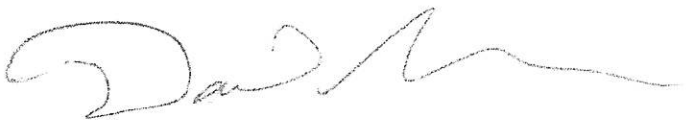
☒ Conditional final.

☐ Final completion.

A detailed description for each item is provided below. Upon completion the city representative and the contractors shall inspect the work performed and initial that each item has been completed and accepted before conditional final or final completion will be requested from City Council. (Use additional pages as necessary). Once developer/contractor receives the punch list from the city all items listed below will need to be completed within 60 days, after the 60 days the punch list will be null-and-void and a new final inspection and punch list will be issued for items needing fixed or completed. if any item is missed or overlooked item will be added to list if needed, Developers/Contractors responsibility to contact the city to schedule a re-inspection for items completed.

Description of items	%	City Representative	Date of City Acceptance
----------------------	---	---------------------	-------------------------

Clean out all curbs, and inlet boxes removing all dirt and construction debris.	0	D Schuler	11/22
Remove all construction debris in all open space areas. South end of project next to detention basin and other areas if needed.	0	D Schuler	11/22
Clean grub detention basin, build to size, slope sides for easy entrance & egress or fence off. Mat and rock for erosion control, install critter grates on ends of pipe.	0	D Schuler	11/22
Relocate and Install Street lights. Per plan shown on plan. RMP given plan	0	D Schuler	Need to install light @ 1975 N
Hookup existing street lights. RMP work order submitted.	0	D Schuler	Need to replace one light @ 4100 W Pioneer Rd.
Install sidewalks and ADA ramps in areas not Infront of building lots, north side of subdivision, Panunzio property to 1975 West.	0	D Schuler	11/22 Developer will provide
Install 2, 25 MPH speed limit signs on property lines of lot 15,16 & lots 31,32	0	D Schuler	City will install



Daniel Schuler
Public Works Director

4160 W 2200 S
Plain City, Utah 84404
385-466-1079 cell
801-731-4908 ext 116 office

RESOLUTION NO.

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WEBER COUNTY
RELATING TO ELECTION SERVICES**

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

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

WHEREAS, the City has entered into negotiations with Weber County through the Weber County with the goal of having law election services provided by Weber County; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into an interlocal agreement with Weber County related to election services; and,

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

WHEREAS, the interlocal agreement shall be effective until January 1, 2026, with a sixty-day (60) termination clause;

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into an interlocal agreement with Weber County related to election services and instructs that the agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this ____ day of _____, 2023.

Voting:

Council Member Jenkins	_____
Council Member Sadler	_____
Council Member Beal	_____
Council Member Panunzio	_____
Council Member Skeen	_____

MAYOR OF PLAIN CITY

ATTEST:

City Recorder

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK'S OFFICE, ELECTIONS DIVISION
-AND-
PLAIN CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between WEBER COUNTY, a political subdivision of the State of Utah ("County"), on behalf of its Clerk's Office, Elections Division, and Plain City ("City"). The County and the City may be referred to collectively as the "Parties" and may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2023 and 2025 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2026. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this

Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2023 and 2025 primary and general municipal elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2023 and 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City

shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an

itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by

this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

PLAIN CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
2023 and 2025 Municipal Elections
Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;

- printing optical scan ballots;
- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B
2023 and 2025 Municipal Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *2023 and 2025 Municipal Elections* for Plain City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$2.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$2.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$2.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$2.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,072	\$2.25	\$2,412
2	1,072	\$1.17 (half plus \$0.05)	\$1,254.24
3	1,072	\$0.80 (1/3 plus \$0.05)	\$857.60

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
4,860	\$2.25	\$10,935

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C
2023 Municipal Elections
Core Vote Centers

2023 Locations*	
Weber Center	
Ogden Valley Library	
Weber County Fairgrounds	

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in a primary election.