INTERLOCAL COOPERATION AGREEMENT

Between

WEBER COUNTY and PLAIN CITY

For

ANNEXATION OF PROPERTY AND COMPLETION OF ROAD IMPROVEMENTS

This Agreement is between Weber County ("County"), a political subdivision of the State of Utah, and Plain City ("City"), a political subdivision of the State of Utah. The County and the City are sometimes referred to herein as a "Party" or collectively as the "Parties." The intent of this Agreement is to describe and define the Parties' cooperative efforts to make improvements to 2200 North Street and to ensure that areas that make sense for annexation into Plain City get annexed into the City.

RECITALS

WHEREAS, there is currently an island of unincorporated area adjacent to the City on its east side, between the City and Farr West; and

WHEREAS, the County has improved 2200 North Street through much of the unincorporated island but has been unable to complete the improvements because one property owner has not been willing to sell a strip of land that is needed for the improvements to occur along the frontage of that parcel; and

WHEREAS, on September 30, 2025, the County adopted Resolution 40-2025, a copy of which is attached as Exhibit 1, recommending the annexation into the City of numerous properties within the unincorporated island; and

WHEREAS, on October 16, 2025, the City council passed a resolution declaring its intent to annex the properties recommended by the County; and

WHEREAS, on November 20, 2025, the City held a public hearing on this proposed annexation, and members of the public, including owners of the properties proposed for annexation, were given an opportunity to address the City council; and

WHEREAS, the City is willing to annex the properties that were recommended for annexation, but only with assurance that the County will pay for and complete the improvements to 2200 North Street, including paying for the acquisition of the necessary property; and

WHEREAS, the County is willing to pay for and complete the improvements to 2200 North Street, including paying for the acquisition of the necessary property, but only with assurance that the City will annex the properties that were recommended for annexation; and

WHEREAS, the Parties find that the completion of the improvements to 2200 North Street and the annexation into the City of the properties recommended for annexation are in the best interest of the residents of the City and the County, and these actions will contribute positively to their health, safety, and welfare for various reasons, including those listed in the findings in Exhibit 1; and

WHEREAS, Title 11, Chapter 13 of the Utah Code, the Interlocal Cooperation Act (the "Act"), authorizes public agencies to enter into interlocal cooperation agreements for joint or cooperative undertakings involving services that they are each authorized by law to provide; and

WHEREAS, the actions described in this Agreement are within the respective powers of the Parties; and

WHEREAS, a primary purpose of the Act, as stated in section 11-13-102, is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities" in ways that benefit local communities; and

WHEREAS, the Parties have determined that this Agreement is to their mutual advantage and will benefit their residents, and that it is authorized by the Act;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

- 1. The foregoing recitals are adopted by reference as part of this Agreement.
- 2. No later than January 31, 2026, the City will adopt an ordinance approving the annexation of the area proposed for annexation by the County in Resolution 40-2025, which is attached as Exhibit 1.
- 3. Following the adoption of the ordinance approving the annexation, the City will proceed with all required steps to complete the annexation in a reasonably prompt manner, complying with all statutory timelines, including the 60-day requirement in Utah Code § 10-2-813 for filing with the lieutenant governor's office.
- 4. Following the annexation, the City will acquire the remaining property needed to complete the desired improvements on 2200 North Street. This property

- consists of a portion of Weber County parcel number 19-038-0001 totaling approximately 2,775 square feet.
- 5. The County will reimburse the City for the reasonable costs incurred in acquiring the remaining property needed to complete the desired improvements on 2200 North Street, subject to the following provisions:
 - a. The City will make a good faith attempt to acquire the property for its fair market value, whether or not eminent domain is required.
 - b. The City shall consult with the County in making its decisions about how much to agree to pay for the property.
 - c. When requesting reimbursement, the City will share with the County all records showing the basis for the acquisition cost or other requested reimbursement amount.
 - d. If the County disputes the acquisition cost, the County may, at its own expense, obtain expert reviews to determine whether or not the acquisition cost fairly represents the value of the property acquired.
 - e. If two independent qualified expert reviewers separately and independently conclude that the City's acquisition cost for the property exceeded 200% of fair market value, then the County will only be obligated to pay an amount equal to 75% of the City's acquisition cost for the value of the property, unless the County previously consented in writing to the City's payment of the higher acquisition cost.
 - f. In addition to the acquisition cost of the property itself, as described in the paragraphs above, the County will also pay the City's other costs reasonably incurred in the acquisition, including attorneys' fees, appraisal fees, and other associated costs.
 - g. The County already procured the services of an attorney for possible eminent domain involving this property. The City may, at its option, decide to use the services of the same attorney. If not, then the City will inform the County that the attorney's services will not be needed.
- 6. The County will pay for the desired improvements on 2200 North Street and ensure that they are completed.
 - a. The improvements will consist of piping the drainage ditch and paving the road to a width of 22 feet with 4-inch thick asphalt, in a manner that complies with the City's standard road specifications.
 - b. The County may complete the work itself or may contract out for the performance of the work.
 - c. The improvements must be completed within one year after the City notifies the County that the property acquisition is complete and that the work may proceed.
- 7. This Agreement establishes a cooperative undertaking, but not a joint venture, between the Parties. Neither Party shall serve as the legal representative or

agent of the other Party for any purpose. Neither Party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other Party. Neither Party shall have any obligation with respect to the other Party's debts or other liabilities, except as specifically provided in this Agreement.

- 8. The City and the County are governmental entities subject to the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the "Immunity Act"). It is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts that are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does either Party waive any limits of liability currently provided by the Immunity Act.
- 9. Each Party will be responsible for maintaining its own financial budget for its participation in this Agreement. There will be no joint budget.
- 10. This Agreement shall become effective upon (a) its approval and execution by each Party; and (b) the filing of an executed copy of this Agreement with the keeper of records of each Party.
- 11. Duration of Agreement.
 - a. The Parties may not unilaterally terminate this Agreement, but they may mutually agree to terminate the Agreement at any time.
 - b. Unless terminated earlier by mutual agreement of the Parties, this Agreement shall remain in effect until both Parties have completed their obligations defined above and all applicable statutes of limitations have passed. However, in no case shall the term of the Agreement exceed 50 years.
- 12. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
- 13. To comply with the Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this Agreement. The County appoints its Community Development director as its administrator for all matters relating to the County's participation in this Agreement. A Party may change the designation of its administrator by providing written notice to the other Party. To the extent that any joint administration of this Agreement becomes necessary, the Parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each Party shall have an equal vote in any decision. However, unless otherwise specified in this Agreement, each Party shall have full authority to act on its own, without coordination with the other Party, in fulfilling its own independent obligations under this Agreement.

- 14. No separate legal entity is created by this Agreement. There shall be no joint acquisition or joint ownership of property, real or otherwise.
- 15. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
- 16. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If an ambiguity or question of intent or interpretation arises, there shall be no presumption in favor of either party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters this Agreement. If the invalidation of the provision materially alters the Agreement, the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
- 17. This Agreement sets forth the entire understanding of the Parties. All prior negotiations, understandings, representations, inducements, and agreements, whether oral or written, and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be of no force or effect. No amendment to this Agreement shall be valid or binding unless in writing and signed by both Parties.
- 18. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that he or she is authorized to bind the Party.
- 19. In satisfaction of additional requirements of the Act, the Parties agree as follows:
 - a. This Agreement shall be authorized and adopted, by resolution, by the legislative bodies of the City and the County, in accordance with section 11-13-202.5 of the Act.
 - b. This Agreement shall be reviewed by a duly authorized attorney on behalf of each Party, in accordance with section 11-13-202.5(3) of the Act.
 - c. A duly executed copy of this Agreement shall be filed promptly with the keeper of records of each Party, pursuant to section 11-13-209 of the Act.
 - d. Promptly after execution of this Agreement by the Parties, each Party shall publish notice regarding this Agreement pursuant to section 11-13-219 of the Act.

Both Parties hereby agree to the conditions of this Agreement.

PLAIN CIT	Y	
BY:		DATED:
Approved:	City Attorney	
WEBER CO	DUNTY	
BY:	Sharon Bolos County Commission Chair	DATED:
Attest:	Ricky Hatch, CPA	DATED:
Approved:	Weber County Clerk/Auditor Deputy County Attorney	

EXHIBIT 1

Copy of Weber County Resolution 40-2025, adopted September 30, 2025

Resolution No. 40 -2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY RECOMMENDING THE ANNEXATION OF CERTAIN PARCELS WITHIN AN UNINCORPORATED ISLAND INTO PLAIN CITY

WHEREAS, pursuant to the provisions of Title 10, Chapter 2, Utah Code Annotated 1953 (UCA), as amended, an area of land consisting of one or more unincorporated islands in a county of the second class may be recommended for annexation into an adjacent city by the Board of County Commissioners, if certain criteria are met; and

WHEREAS, the Board of County Commissioners desires to offer to Plain City (hereinafter referred to as "the City") a recommendation for the annexation of properties in an unincorporated island adjacent to the City; and

WHEREAS, the unincorporated island is within the boundaries of the City's expansion area, as identified in the City's annexation policy plan; and

WHEREAS, the Board of County Commissioners has held a duly noticed public hearing to consider and make recommendation for the annexation of the properties within the unincorporated island into the City;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY AS FOLLOWS:

Section 1. Recommendation. The properties within the unincorporated island, as graphically depicted and listed by county tax identification number (AKA: parcel ID) in Exhibit A are hereby recommended to the City to be annexed into the City.

Section 2. Findings.

- A. The Commission finds that the properties to be annexed into the City can be more efficiently served by the City than by the County; that the properties to be annexed are not likely to be naturally annexed by the City in the future as the result of "urban development," as defined by UCA §10-2-801; that annexation of the properties is likely to facilitate the consolidation of overlapping functions of local government; and that the annexation of the properties is likely to result in an equitable distribution of community resources and obligations.
- B. The Commission finds, as a result of information provided at the public hearing and information previously known, that it will be equitable to leave a portion of the existing island unincorporated.

Section 3. Recommendation for land use regulations. The Commission strongly recommends that the City adopt land use regulations for the subject properties that are consistent with current County regulations in a manner that minimizes legal nonconformities or resolve land use conflicts between existing County regulations and city regulations in favor of the landowner's property rights.

Section 4. Conflict. If any parcel ID has changed from what is listed in the exhibit, the most recent parcel ID for the given geographic boundary of the parcel or parcels shall be construed to be listed herein. In the event there is conflict between the map and any listed parcel ID in the exhibits, the geographic boundary of the parcel shall prevail. Any gap between the legal description of parcels to be annexed, if any, shall be included in the annexation recommendation. Entire street, highway, or railway rights of way adjoining a parcel recommended to be annexed shall be included in the annexation recommendation for the full width of the parcel or parcels.

Section 5. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 6. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of County Commissioners of Weber County

this 30th day of September 2025.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

Sharon A. Bolos, Chair

Commissioner Bolos Voted

Commissioner Froerer Voted

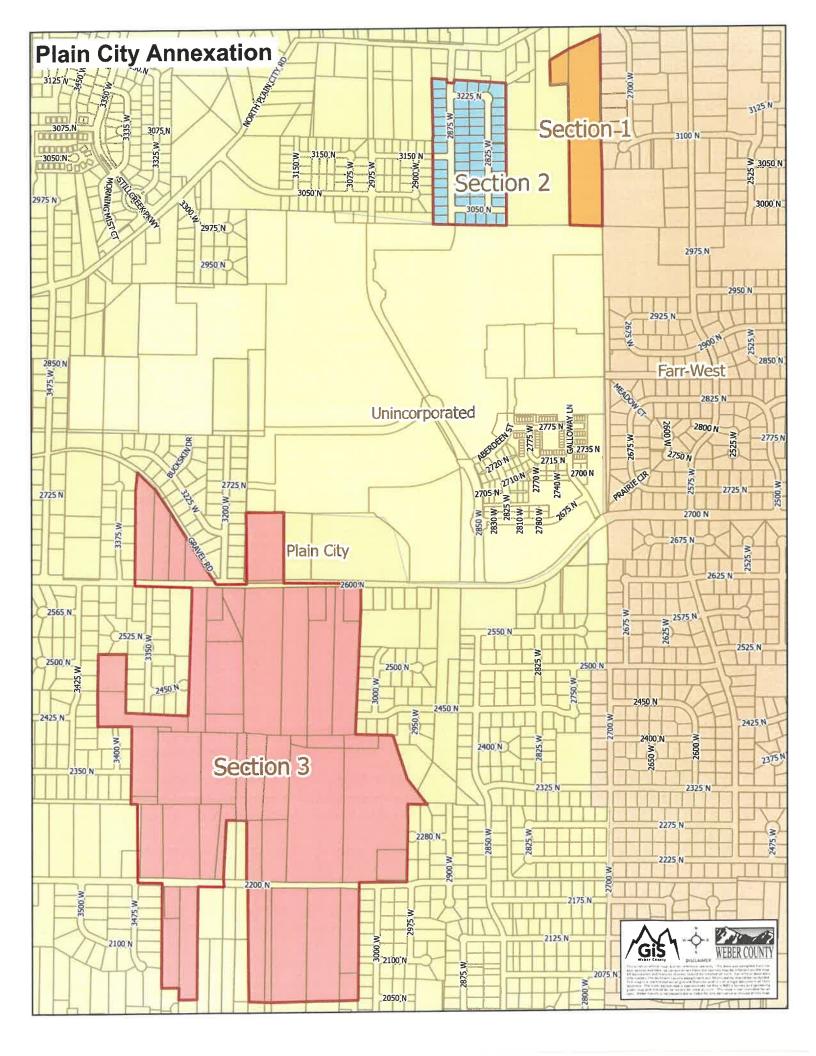
Commissioner Harvey Voted

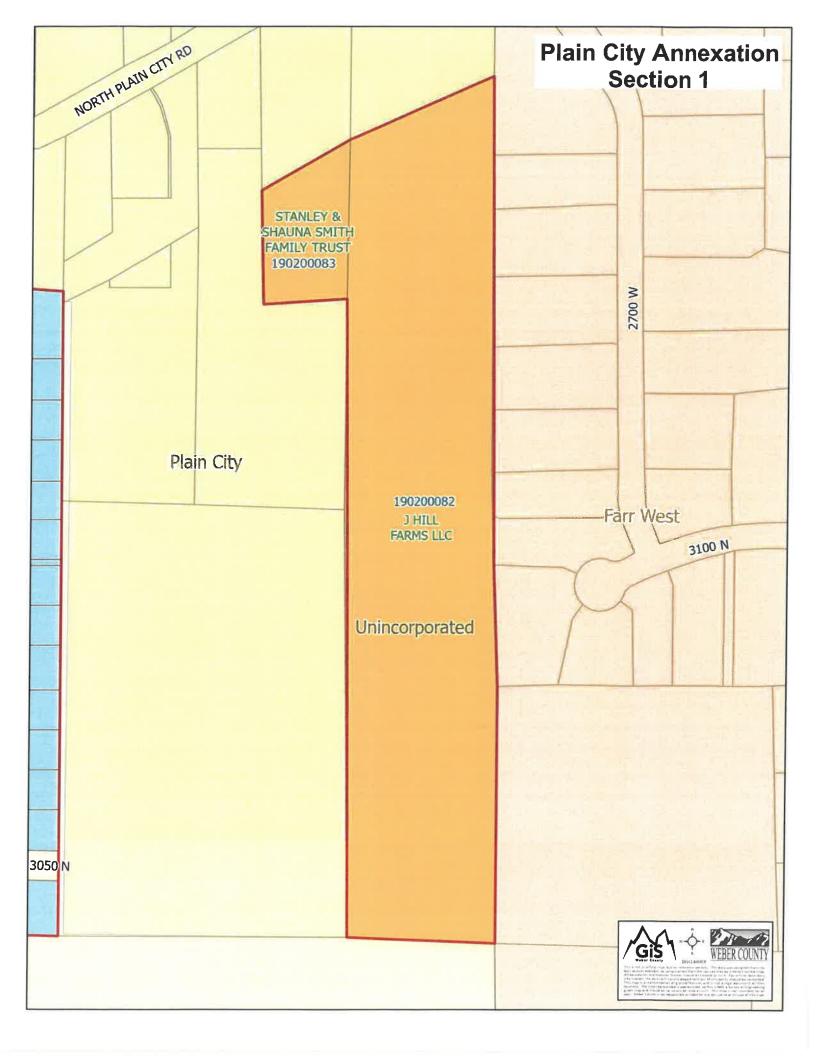
ATTEST:

Ricky D. Hatch, CPA

Weber County Clerk/Auditor

Exhibit A





Plain City Annexation - Section 1

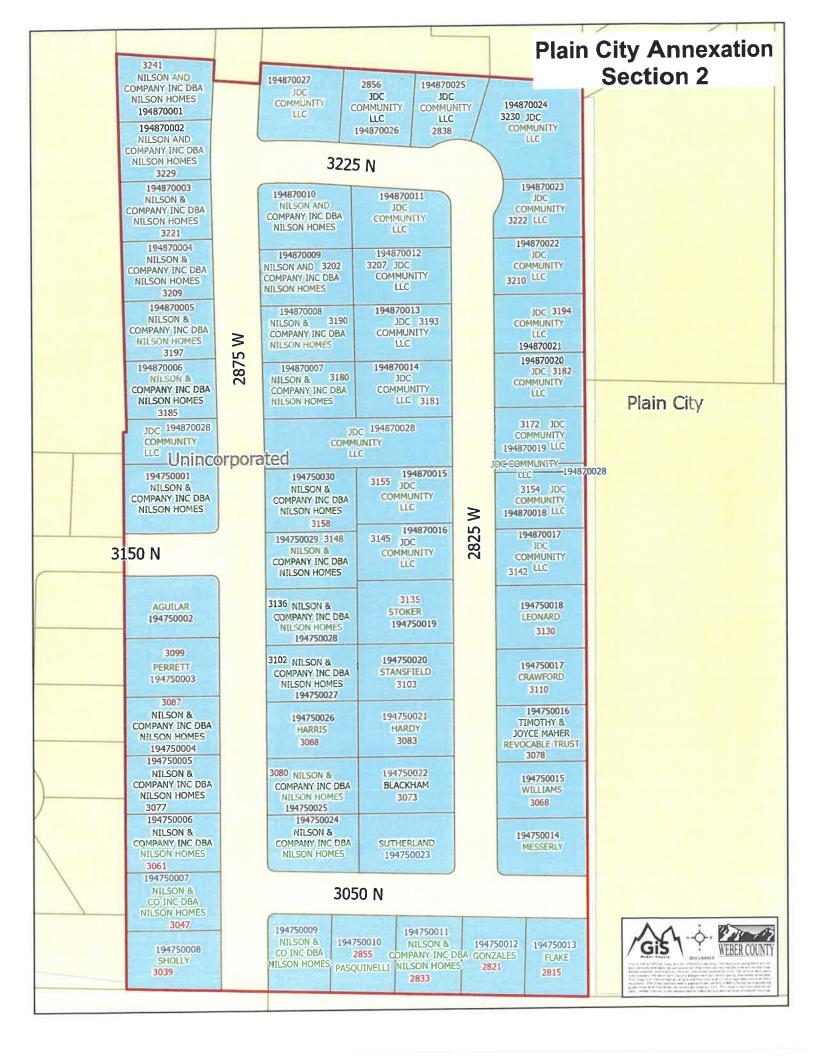
Parcel ID Property Owner
190200082 J HILL FARMS LLC

190200083 STANLEY & SHAUNA SMITH FAMILY TRUST

Staff Recommendation

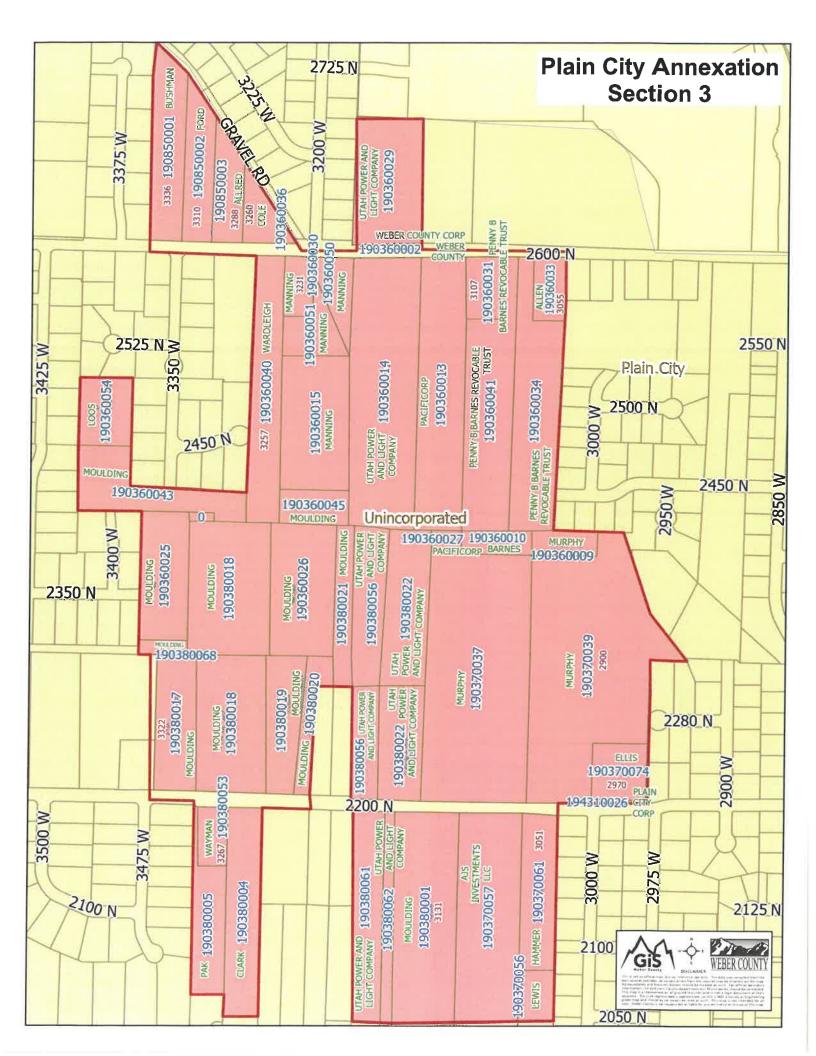
Annex

Annex



Plain City Annexation - Section 2

Plain City Annexation	- Section 2	
Parcel ID	Property Owner	Staff Recommendation
194870027	JDC COMMUNITY LLC	Annex
194750001	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750008	SHOLLY, SABRINA & CARSON SHOLLY	Annex
194750028	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750014	MESSERLY, ELIZABETH A & LEONARDO C ESCOBAR	Annex
194750009	NILSON & CO INC DBA NILSON HOMES	Annex
194750002	AGUILAR, JOHN & WF INDIRA AGUILAR	Annex
194750003	PERRETT, BURKE & WF SHARLA PERRETT	Annex
194750006	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750007	NILSON & CO INC DBA NILSON HOMES	Annex
194750004	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750005	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750012	GONZALES, RUDY SAMUEL & WF CHRISTINA MEBIUS GONZALES	Annex
194750010	PASQUINELLI, RICHARD & WF KYRA NEELEY	Annex
194750013	FLAKE, CARSON & SAMANTHA FLAKE	Annex
194750011	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750018	LEONARD, DAVID EMANUEL & EINADYA LEONARD	Annex
194750016	TIMOTHY & JOYCE MAHER REVOCABLE TRUST	Annex
194750017	CRAWFORD, CAMERON JOHN & WF KALLYSE JANE CRAWFORD	Annex
194750015	WILLIAMS, BRINLEE F & HOLLY WILLIAMS ETAL	Annex
194750023	SUTHERLAND, HALEIGH	Annex
194750027	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750025	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750026	HARRIS, BRADEN CLINT & BREANNA HARRIS	Annex
194750024	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750022	BLACKHAM, KADEN & WF MCKAYLA BLACKHAM	Annex
194750021	HARDY, IAN M & SAMANTHA B HARDY	Annex
194750020	STANSFIELD, BRENDAN & WF ABBY CHISHOLM	Annex
194750019	STOKER, TOYNA	Annex
194750029	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194750030	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194870008	NILSON & COMPANY INC DBA NILSON HOMES	Annex
194870001	NILSON AND COMPANY INC DBA NILSON HOMES	Annex
194870016	JDC COMMUNITY LLC	Annex
194870015	JDC COMMUNITY LLC	Annex
194870028	JDC COMMUNITY LLC	Annex
	JDC COMMUNITY LLC	Annex
194870010	NILSON AND COMPANY INC DBA NILSON HOMES	Annex
194870011	JDC COMMUNITY LLC	Annex
194870009	NILSON AND COMPANY INC DBA NILSON HOMES	Annex
194870012	JDC COMMUNITY LLC	Annex
	NILSON & COMPANY INC DBA NILSON HOMES	Annex
	JDC COMMUNITY LLC	Annex
		Annex
194870002	NILSON AND COMPANY INC DBA NILSON HOMES	Annex



Plain City Annexation - Section 3

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Parcel ID	Property Owner	Staff Recommendation
190360051	MANNING, SCOTT L & WF CAROL B MANNING	Annex
190380005	PAK, YONG C & SU O PAK TRUSTEES	Annex
190850001	BUSHMAN, ROCK A	Annex
190380061	UTAH POWER AND LIGHT COMPANY	Annex
190380056	UTAH POWER AND LIGHT COMPANY	Annex
190360002	WEBER COUNTY CORP WEBER COUNTY	Annex
190360014	UTAH POWER AND LIGHT COMPANY	Annex
190360033	ALLEN, JONATHAN	Annex
190850003	KEVIN ALLRED & DEBBIE ALLRED TRUST	Annex
190380022	UTAH POWER AND LIGHT COMPANY	Annex
190360027	PACIFICORP	Annex
190380018	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190360029	UTAH POWER AND LIGHT COMPANY	Annex
190380068	MOULDING, BRETT & WF LOUISE MOULDING	Annex
190360054	LOOS, WILLIAM C & WF JULIE K LOOS	Annex
190360010	PENNY B BARNES REVOCABLE TRUST	Annex
190380018	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190370061	NORMAN & KAREN HAMMER FAMILY TRUST	Annex
190380019	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190380017	MOULDING, BRETT D & WF LOUISE MOULDING	Annex
190360013	PACIFICORP	Annex
190360026	MOULDING, BRETT D & WF LOUISE MOULDING	Annex
190360034	PENNY B BARNES REVOCABLE TRUST	Annex
190380056	UTAH POWER AND LIGHT COMPANY	Annex
190360036	COLE, DAVID L	Annex
190380053	WAYMAN, STEPHEN T	Annex
190380022	UTAH POWER AND LIGHT COMPANY	Annex
190380001	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190360031	PENNY B BARNES REVOCABLE TRUST	Annex
190380062	UTAH POWER AND LIGHT COMPANY	Annex
190360025	MOULDING, BRETT & WF LOUISE MOULDING	Annex
190370074	ELLIS, CLINTON J	Annex
190360015	MANNING, SCOTT L & WF CAROL B MANNING	Annex
190370037	MURPHY, TRAVIS & WF ARTIMESIA MURPHY	Annex
190370057	AJS INVESTMENTS LLC	Annex
190360009	MURPHY, TRAVIS K .	Annex
190380021	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190360040	WARDLEIGH, STEVEN D & KOREY A WARDLEIGH	Annex
190370056	LEWIS, KEVIN J & WF LUCILE P LEWIS	Annex
194310026	PLAIN CITY CORP	Annex
190850002	FORD, TREVOR & WF JENNIFER R FORD	Annex
190380004	JOHN D & SHERILYN CLARK FAMILY TRUST (THE)	Annex
190360030	MANNING, SCOTT L & WF CAROL B MANNING	Annex
190360050	MANNING, SCOTT L & WF CAROL B MANNING	Annex
190360045	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190380020	MOULDING, BRETT D & WF LOUISE R MOULDING	Annex
190370039	MURPHY, TRAVIS & WF ARTIMESIA MURPHY	Annex
190360041	PENNY B BARNES REVOCABLE TRUST	Annex
190360043	MOULDING, BRETT & WF LOUISE MOULDING	Annex