

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
JANUARY 4, 2024

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, January 4, 2024 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Jon Beesley, Councilmembers Adam Favero, Luigi Panunzio, Jed Jenkins, Rachael Beal and Jan Wilson
Staff: Diane Hirschi, Ryan Child, Brandon Richards, Dan Schuler
Present: Chuck Palmer, Marvin & Stacy Farrell, Todd and DeEtt Skeen, Ashley Favero, Heston Favero, Jeannene Favero, Neil and Lisa Cox, Sean & Hollee Jones, Tom & Tina Favero, Rob Ortega
Zoom: Jim Beesley

Call to Order: Mayor Beesley
Swearing In of New Councilmembers
Pledge of Allegiance: Councilmember Favero
Invocation/Moment of Silence: Mayor Beesley

Presentation – Outgoing Councilmembers Sadler and Skeen

On behalf of the City, the Mayor presented Todd Skeen with a plaque honoring him for his service on the council. Buddy Sadler couldn't make it tonight.

Approval of Minutes from December 7, 2023

Councilmember Beal noted that there weren't comments from her in the discussion about the Housing Element. She also noted that there wasn't a second on the motion for the Justice Court recertification. She asked Diane to add those items. **Councilmember Beal moved to approve the minutes from December 7, 2023 as corrected. Councilmember Jenkins seconded the motion. Councilmembers Favero, Panunzio, Jenkins, Beal and Wilson voted aye. The motion carried.**

Comments: Public

There was none at this time.

Report from Planning Commission

Rob Ortega noted that they didn't have a meeting on the 28th.

Discussion/Motion: Audit Report for FY2023

Ryan Child explained the audit report. He noted that the auditor's report from Christensen, Palmer and Ambrose is on pages 1 and 2 and the management letter is at the end. Chuck Palmer will report on that. Ryan walked the council through the balance sheet for the general fund and capital projects fund. He noted the restricted funds. Page 12 shows the revenues and expenditures for both funds. Page 14 is the enterprise funds which consists of sewer, landfill and storm drain. Page 15 is the statement of revenues and expenses for those funds. Chuck Palmer reported that overall, the city is in great shape. He mentioned that Ryan and his team and the staff here do great work. Page 1 and 2 is the confirmation that the books are materially correct. Page 54 declares that the internal controls are in compliance and there are no findings to report. Councilmember Beal asked if we have ever had an audit that wasn't clean. Mr. Palmer noted that there have been times when the city went over budget, but not any serious issues. **Councilmember Jenkins moved to accept the audit report for FY2023 as presented. Councilmember Beal seconded the motion. Councilmembers Favero, Panunzio, Jenkins, Beal and Wilson voted aye. The motion carried.**

Discussion/Motion: Ordinance – Time and Place for 2024 Meetings

Everyone was good with starting at 6:30 pm again this year. **Councilmember Jenkins moved to adopt Ordinance 2024-01 establishing the time and place for 2024 meetings. Councilmember Beal seconded the motion. Councilmembers Favero, Panunzio, Jenkins, Beal and Wilson voted aye. The motion carried.**

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Discussion/Motion: Ordinance – Amend Zoning Ordinance Concerning Commercial Uses

The Mayor went over the changes that the Planning Commission recommended adding to our commercial uses. These changes came up because of a new business in the city. Tattoos and Piercing is being proposed as a conditional use. There was a brief discussion about conditional uses that was led by Brandon Richards, legal counsel. Basically, a conditional use permit means that the city gives certain conditions that must be met in order to do the proposed business. **Councilmember Beal moved to adopt Ordinance 2024-02 amending the zoning ordinance concerning commercial uses. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins, Beal and Wilson voted aye. The motion carried.**

Motion: Approval of Business License

Renewals

New Beginnings Realty Group	Diana T Moss-Hipwell	2028 N 3700 W	real estate sales
Jack's Garage	Greg Warg	2417 N 4425 W	restore cars
Artistic Custom Badges & Coins	Louanne Daz	2063 N 5100 W	promotional products
Everest Construction	Joshua Martin	3544 W 2600 N	roofing contractor
ABC Appraisals, LC	A. Bruce Christensen	3139 W 3050 N	appraisals or property
DDG Services, LLC	Darrell Giffin	2832 W 1750 N	rebuild blade assemblies
Spruce Ridge Construction LLC	Justin Chadwick	1511 N 4700 W	construction
Outright Auto, Inc	Austin Maes	2414 N 4350 W	small car lot

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

Motion: Approval of Warrant Register

See warrant register dated 12/01/2023 to 12/19/2023 and 12/20/2023 to 12/31/2023. Councilmember Wilson asked about lab testing. It was noted that it is testing for the sewer. She also asked about the lobbying and consulting services. The Mayor noted that we contracted with a lobbyist to help us with grants. It was reported that he found us \$850,000 for the sewer. She asked if they write the grants. It was noted that he doesn't. He just lets us know where money is available so we can apply for a grant. The Mayor noted that we are on our second year with him. She asked if he meets with this body. The Mayor noted that he meets with him regularly and Dan talks to him. He is willing to come anytime. Councilmember asked who "he" is. It was reported that it is Kerry Gibson. She asked when the contract is up for renewal. The Mayor said it will be on the agenda at our next meeting. It was reported that he bills monthly. **Councilmember Beal moved to approve and pay the bills as presented. Councilmember Panunzio seconded the motion. Councilmembers Favero, Panunzio, Jenkins, Beal and Wilson voted aye. The motion carried.**

Report from City Council

The Mayor reported that assignments are given to the council. This is the time that the council will report. He noted that assignments will be given out next meeting.

Councilmember Beal wished all a happy new year. She noted that there are issues with cars not stopping for the bus and obeying the bus signs. She asked all to be mindful so the kids can be safe. She thanked Todd and Buddy for their service. Councilmember Beal asked about Strategic Planning. The Mayor wants to talk to the departments heads first.

The Mayor mentioned that Weber Human Services is asking for a couple committee members to help brainstorm and implement solutions for each city. These meetings would be over the next three months. Councilmember Panunzio offered to help. Councilmember Wilson would help if needed. The Mayor also reported that there is a legal affairs breakfast on January 11 at 7 am if anyone is interested in going. He welcomed the two new councilmembers and congratulated Councilmember Beal for another term. He noted that we will be working on the budget shortly. The Mayor will get with the departments heads for their needs. He noted that he feels that we need to up our security and safety with cameras at the parks.

PLAIN CITY COUNCIL
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Diane asked the council if they want paper copies of the packets or if an electronic copy is OK. All are OK with electronic copies. Councilmember Beal would like paper copies of maps. Diane reminded the council to give her their conflict-of-interest disclosure forms.

DRAFT

At 7:16 p.m. Councilmember Beal moved to adjourn and was seconded by Councilmember Wilson. The vote was unanimous.

City Recorder

Mayor

Date approved _____

Minutes from May 4, 2023 City Council meeting concerning Fiiz Drinks

Motion: Approval of Business License

New

Fiiz Drinks Plain City	Adam Frei	3635 W 2600 N	specialty drinks & treats
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Renewals

Swift Rain Gutter Solutions	Tyler Swift	3733 W 1975 N	office for construction
Emme's Cotton Candy	Tamara Smith	2611 N 3375 W	cotton candy sales

There was a discussion about Fiiz. The plans are on the front table and the concern is that the building doesn't look like the plans that were approved. Adam Frei introduced himself. He noted that he purchased the franchise the first of February and assumed that everything was ready to go. The Mayor suggested that we allow him a temporary business license until next year so that he can make the changes. Diane noted that if that is the case, the council needs to be clear what it is they are requiring him to do. It was suggested that they put restriction on the license to be completed by next year when licenses are renewed. Brandon noted that it would be possible, but strongly suggested a letter/agreement be drafted up with the specifics and that Adam would need to sign it. **Councilmember Jenkins moved to approve the business licenses for May 4, 2023.** Councilmember Skeen asked if he meant to include a signed agreement. Councilmember indicated that he could. Adam reported that he doesn't own the land and that he is renting/leasing it. He just owns the franchise. Adam looked over the plans and didn't feel that there was too much different. He hopes to open within the next two weeks. The Mayor asked who the owner is. Adam reported that his name is Jason Anderson. Councilmember Jenkins reported that the motion stands as is. **Councilmember Skeen seconded the motion.** **Councilmembers Jenkins, Panunzio and Skeen voted aye. Councilmembers Beal and Sadler voted nay. The motion carried.**

Plain City **Planning Commission**
Minutes of Meeting
September 10, 2020

Discussion / Motion: Updated Storm Water Management Plan (SWMP)

In answer to Chairman Maw's query, Dan Schuler described the difference between a Storm Water Pollution Protection Plan (SWPPP) and a Storm Water Management Plan (SWMP). He reported that the last update to the Plain City SWMP was completed in 2016. He indicated that systematic SWMP updates are required by the State in order to obtain a municipal permit. Commissioner Faulkner referred to the appended definition of Detention Pond in ordinance 8-2-2 and cited terminology that might be misconstrued. Dan Schuler affirmed; the amended ordinances will be reviewed and refined by City Attorney, Brandon Richards. He explained that the definition in question reflects exact wording found in the Utah Division of Water Quality's handbook. Commissioner Faulkner made mention of fencing material requirements, listed in 11-5-13 (B) and surmised that "no climbable" or "non-climbable" may not accurately describe the standard chain-link option. Dan Schuler spoke of fencing materials and construction that are more outwardly climbable. He indicated that an LID handbook will now be included in the SWMP, along with other elements required by the State.

Commissioner Skeen motioned to recommend City Council approval of the Updated Storm Water Management Plan (SWMP). Commissioner Jenkins seconded the motion. Vote: Commissioners Faulkner, Neil, Skeen and Jenkins voted aye. Motion carried.

8. Administrative Items:

Discussion / Motion: Site Plan – FiiZ at Kelly's Corner, app. 3636 W 2600 N

Level5 Senior Project Manager, Jason Patty introduced FiiZ Franchisee, Bridger Musgrave and Onyx Design Collective owner, Kinley Puzey, attending as project contributors. He explained that this building is part of the overall Wasatch Peaks Credit Union project. He indicated that Level5 intends to do civil work for the FiiZ Drinks shop as they complete construction on the credit union building. Chairman Maw confirmed that the Site Plan is on the agenda for Discussion and Motion. Commissioner Skeen pointed out that some landscaping and the dumpster location appears to intermingle over the property line. Jason Patty stated that the layout is intended to provide a seamless melding of the establishments. Commissioner Skeen noted that both parcels are owned by Wasatch Peaks Credit Union. He considered difficulties that may arise if one of the parcels is ever sold off, separately. Jason Patty affirmed that utilities for both parcels have stand-alone connections. He assumed the only shared aspect would be the dumpster/dumpster location. Commissioner Faulkner commented on proposed lighted signage and asked for specifics. Bridger Musgrave informed that emergency egress lighting will be placed on the building, as required by code, and thoughtfully integrated into the design. He indicated that actual sign locations have not been determined. Commissioner Faulkner stated that lighted signage has been restricted for the other commercial units in the Kelly's Corner development and expressed her opinion that concessions should not be offered for this project. She remarked on terms in the development agreement that require drive through structures to be positioned such that headlights do not shine into residential areas. She disclosed her eagerness to frequent the business when it's up and running. Bridger Musgrave indicated that sign lighting will be incorporated in strict accordance with Planning Commission directives. Jason Patty submitted that a landscape berm will block light from car headlights. Commissioner Jenkins spoke about drive through design criteria, asking how many cars will be accommodated in the line. Jason Patty verified that eight to ten cars can be situated in the drive through line. Commissioner Jenkins contemplated where overflow might extend. Bridger Musgrave assured that strategies are in place to provide quick service and minimize idling times. He spoke of traffic direction plans, should overflow become a nuisance. Commissioner Skeen asked for an overall building height dimension. Jason Patty indicated that the highest point will be 20'-6 1/2" above finished grade. Chairman Maw stated that, architecturally, the building is a good compliment to the exterior of the adjacent Wasatch Peaks Credit Union. Commissioner Faulkner made clear that the Planning Commission will review the sign permit application and reiterated that exterior lighting will be closely scrutinized.

Plain City Planning Commission
Minutes of Meeting
September 10, 2020

Commissioner Faulkner motioned to approve the Site Plan – FiiZ at Kelly’s Corner, app. 3636 W 2600 N. Commissioner Neil seconded the motion. Vote: Commissioners Faulkner, Neil, Skeen and Jenkins voted aye. Motion carried.

9. Report from City Council:

Commissioner Ortega reported that the Council approved a Resolution to Accept West Annexation Petitions. He indicated that a Resolution on the Public Works Standard Update related to Conduit, Detention & Retention Basin Requirements was passed.

10. Commission Comments:

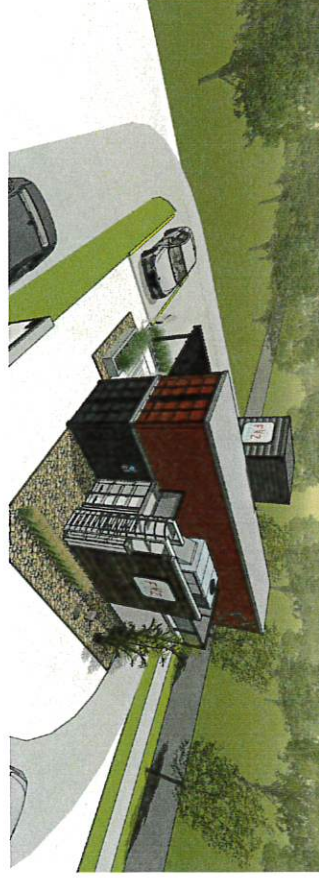
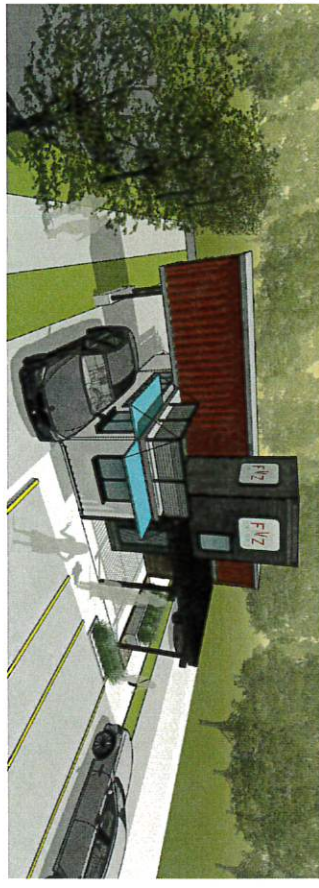
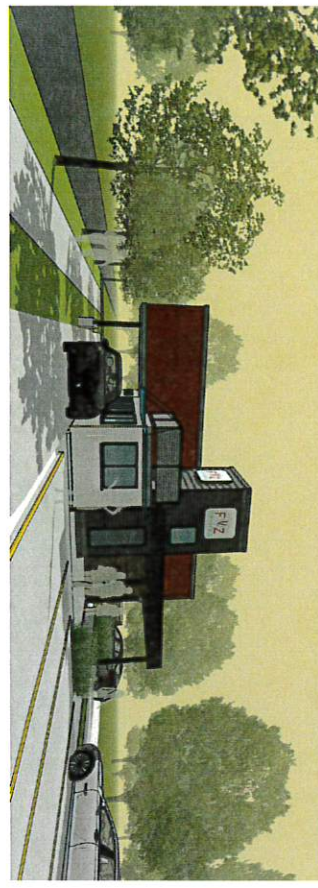
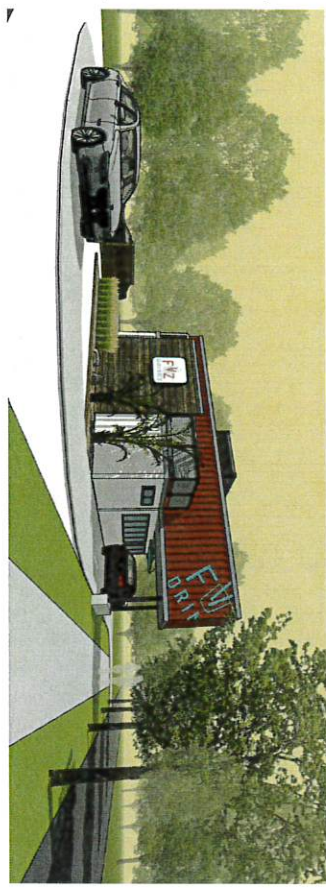
Commissioner Jenkins remarked on pending wetlands restriction reports for the first phase of Stillwater Development’s proposed subdivision near 4899 W 1850 N. He verified that the reports will be submitted with new drawings and other requested documents for the northern part (“Phase 2”) of the project. He reported on a pre-development meeting with Nilson Homes, held to discuss plans for the Christensen property. Commissioner Skeen noted that during the pre-development meeting, the developer presented a list of three major amenities that might be provided under certain density conditions. He commented on commercial zoning within the proposed project. Commissioner Faulkner read from the Cluster Subdivision ordinance 11-7-1: PURPOSE AND INTENT:

...It is not intended that this type of subdivision be universally applied but only where circumstances or natural features and land use make it appropriate and of special benefit to the residents of the subdivision and surrounding area.

She advised that similar language should be incorporated into the Residential Overlay Zone ordinance. She indicated that these terms could be used to better define areas where the Overlay may be applied. She commented on difficulties being experienced by a property owner that lives near an unfinished phase of the S-Curve subdivision. She spoke of access restrictions due to barricades that have been placed by the developer. She noted that excessive dust in the region has required ongoing relief efforts by the Public Works Department. She considered measures to resolve some of the issues. Chairman Maw deduced that the conundrum is between the resident and the developer. He proposed that stipulations be written into Plain City code to restrict the number of active developments on a plat by a single development company. He requested a digital copy of the Cluster Subdivision Purpose and Intent section from Commissioner Faulkner. Commissioner Faulkner agreed to send the copy via email. She pointed out that the unfinished subdivision phase, spoken of earlier, was approved with the understanding that there would be a dedicated, improved road, as shown on plat drawings. She assumed that a development agreement exists, committing the developer to provide an access. Commissioner Neil remarked on Residential Overlay setback standards and the reexamination of feasibility, conducted by the Planning Commission at their previous meeting. He submitted that Overlay setbacks could be increased. Chairman Maw stated that he will present findings from the study to Mayor Beesley and professional consultant, Matt Dixon. He indicated that he will follow up with the City Engineer on the legendary ordinance that limits the number of times a parcel can be subdivided. Commissioner Skeen relayed citizen concerns about the proximity of a foundation to the road in the unrecorded Heritage North subdivision. He reported visiting the site and acknowledged a clear disregard of ordered setback requirements. Dan Schuler noted that the foundation was once under an existing house that is undergoing extensive remodeling. Commissioner Ortega confirmed that he is on the schedule to represent the Planning Commission at the next City Council meeting.

11. Adjournment

Motion: Commissioner Faulkner motioned to Adjourn at 8:34 p.m. – Commissioner Jenkins seconded the motion. Vote: Commissioners Faulkner, Neil, Skeen and Jenkins voted aye. Motion carried.



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Fiz PLAIN CITY
PLAIN CITY, UTAH
SCHEMATIC DESIGN

EXTERIOR
PERSPECTIVES

A9.1

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FIIZ PLAIN CITY

SCHEMATIC DESIGN



LEVEL 5 DEVELOPMENT

PLAIN CITY, UTAH

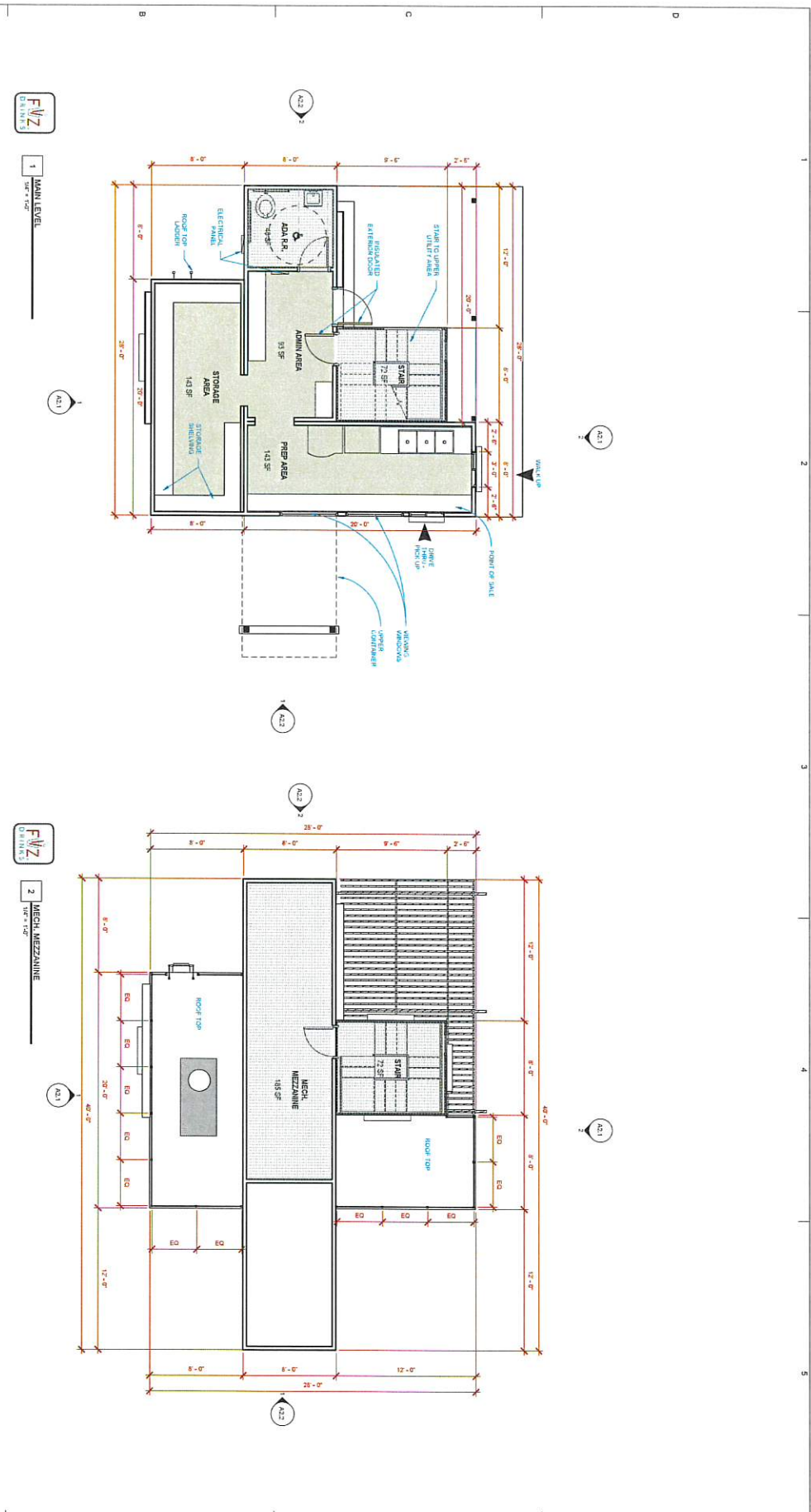
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FLOOR PLANS

A1.1

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FiiZ PLAIN CITY

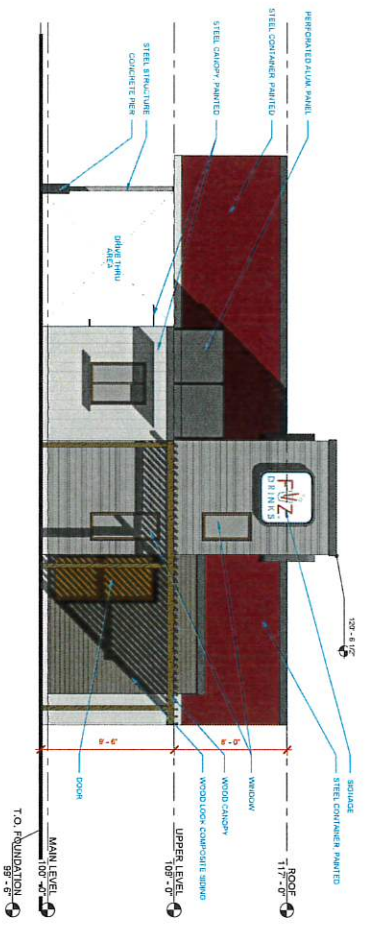
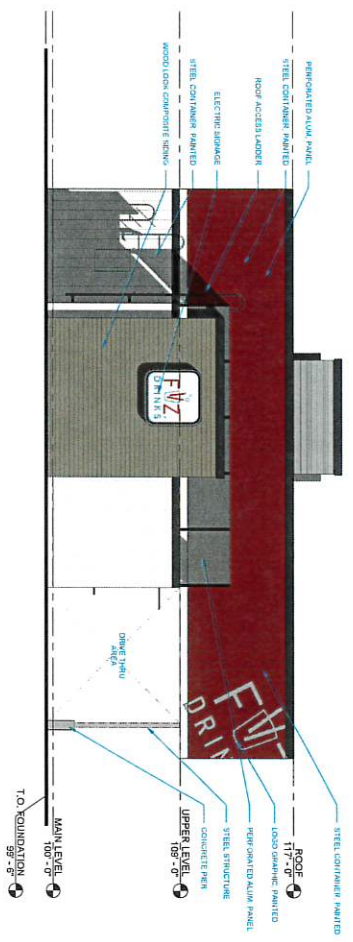
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KEYED NOTES



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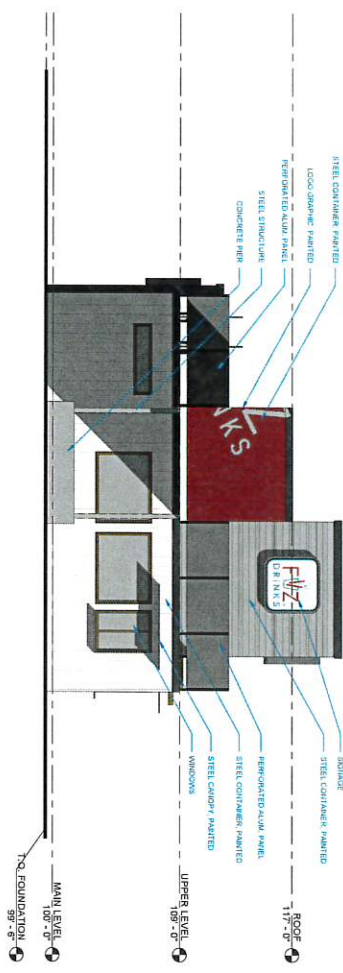
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DATE: 20.07
PROJECT: FIZ PLAIN CITY
SHEET: EXTERIOR ELEVATIONS
SCALE: AS SHOWN

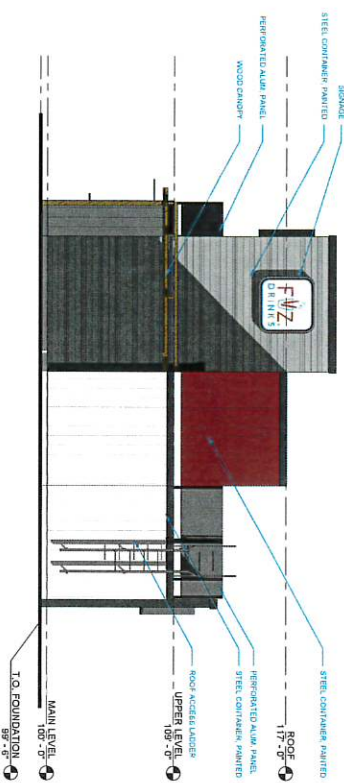
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EXTERIOR ELEVATIONS

KEYED NOTES



1 WEST ELEVATION
SHEET 1 OF 2



2 EAST ELEVATION
SHEET 1 OF 2



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EXTERIOR ELEVATIONS
A2.2



PLAIN CITY PROPOSAL

Consulting and Lobbying Services

Karry Gibson -Legislative Solutions
(801) 940-0475



Legislative Solutions
PO BOX 3404
Ogden, UT 84403

Mayor Jon Beesley

Re: Plain City

Dear Mayor Beesley,

Legislative Solutions is pleased to submit this proposal as per our conversation. As a firm, we successfully represent many small, medium, and large cities and counties in Utah and across the country. We feel we are well positioned to help Plain City with infrastructure investment. We, of course, understand that there are other lobbyists and firms in the state you could choose to work with and appreciate the opportunity to compete for your business, and after reviewing our existing clients and obligations we have to them we are confident that we can help you with your state and local government affairs efforts.

To help Plain City achieve its goals in Utah, Legislative Solutions would propose to do the following:

- Utilize Legislative Solutions existing relationships and help Plain City develop relationships with state agencies and other government entities in the State of Utah that would aid in funding improvements to identified infrastructure.
- Work with UDOT, Plain City, the Governor's office, and the State Legislature to fund, program and construct identified improvements within the county.

We look forward to assisting with any and all other government relations assignments as discussed and agreed to by the parties to benefit the citizens of Plain City, Utah.

Sincerely,

Kerry Gibson
Principal

About Us

Legislative Solutions is a Utah-based lobbying and government relations firm. We represent businesses, associations, and governments of all kinds before the state legislature, local governments, and within the Executive Branch. We also have clients that require reach to the United States Congress and other states.

Our representation is intended to be a single contact, turn-key service that will leave all government relations concerns to us.

Our Team

Legislative Solutions is a skilled government affairs firm that with expertise in negotiating, finding resources, and generating solutions. It is proposed that Kerry Gibson will serve as lead contact and contract manager.

Kerry Gibson, Principal

Kerry has served as a member of the Utah House of Representatives, Weber County Commissioner, as well as a cabinet member and department head under the Herbert administration. Having served in multiple levels of government, Mr. Gibson is well situated to handle client needs ranging from administrative, legislative, and local government implementation. His deep relationships with policy makers at all levels of government is a valuable asset in the policy making process.

Legislative Solutions will at times contract other firms for services. The following firm(s) will be contracted on this agreement.

The Lincoln-Hill Partners Team

Lincoln-Hill Partners consists of a solid team of government affairs experts made up of two principal lobbyists and three additional support staff. It is proposed that Lincoln Shurtz will serve as lead contact and contract manager for their firm.

**Legislative Solutions
Plain City
CONSULTING AGREEMENT**

This Consulting Agreement (“Agreement”) entered into and effective as of this 1st day of January, 2023, is by and between Plain City (“Client”) offices located at 4160 W 2200 N, Plain City, UT 84404 and Legislative Solutions (“Consultant”), located at 5454 W 1150 S, Ogden, UT 84404.

I. Purpose of Agreement. Client retains Consultant, and Consultant accepts such retainer, to provide government relations services on behalf of Client in the State of Utah on issues relating to state and federal government relations.

II. Scope of Services. Consultant is knowledgeable in the area of work to be performed by Consulting Agreement. The Scope of Work to be performed by Consultant is set forth in Exhibit “A” to this Consulting Agreement incorporated herein by this reference. This Consulting Agreement may be amended only by written instrument signed by both the authorized representatives for Plain City and the Consultant. Consultant is an independent contractor with respect to the work provided to Plain City and may hire additional resources at the expense of the consultant unless otherwise provided by an amendment to the agreement.

III. Authorization to Proceed. Written approval of this Agreement by the authorized representatives of Plain City and Consultant will serve as authorization for the Consultant to proceed with the services called for in the Agreement.

IV. Payment of Fees. Consultant shall invoice Plain City for services performed for Plain City under this Consulting Agreement at the rates specified in Exhibit “A”. Each invoice shall be itemized and have an invoice number. Consultant will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker’s compensation insurance coverage; and will make all appropriate unemployment tax payments. All payments due to Consultant are due 15 days from date of Plain City’s receipt of invoice.

V. Ownership of Documents. All documents including notes, drawings, and reports generated by the Consultant under this agreement are the property of Plain City. Any reuse by Plain City without written authorization from the Consultant will be at Plain City’s sole risk and without legal or liability exposure to the Consultant. Consultant may not use the work product for any other client or purpose without the express written consent of Plain City.

VI. Confidentiality. Consultant shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this contract hereunder and then only on a confidential basis, any information including technical information, experience or data regarding Plain City’s plans, programs, operations and/or the specific contractual terms contained herein which may come within the knowledge of the parties, their officers, their employees or their agents in the performance of this contract (the “Confidential Information”) without in each instance securing the prior written consent of Plain City. Nothing herein, however, shall prevent either Consultant or Plain City from disclosing to others or using in any manner information that either party can show:

- (a) Has been published and become part of the public domain other than by acts, omission, or fault of Plain City or Consultant or their employees.
- (b) Has been furnished or made known to Consultant or Plain City by third parties other than those acting directly or indirectly for or on behalf of Plain City or Consultant as a matter of

legal right without restriction against disclosure and the source of such information was not bound by a confidentiality agreement with or obligation of secrecy to or for the benefit of Plain City.

- (c) Was in the other party's possession prior to the disclosure thereof by Plain City or Consultant to each other and the source of such information was not bound by a confidentiality agreement with or obligation of secrecy to or for the benefit of Plain City.
- (d) The information is required to be supplied to a governmental agency.

VII. Conflict of Interest. Consultant agrees to advise Plain City prior to undertaking services for any other company whose interests are known or could reasonably be believed to be averse to the interests of Plain City. Upon consultation, the parties may mutually agree notwithstanding the existence of a conflict of interest, that the consultant may represent a principal or client if:

- (a) the consultant reasonably believes that the consultant will be able to provide competent and diligent representation to each principal or client;
- (b) the representation is not otherwise prohibited by law;
- (c) the representation does not require the consultant to assert a position on behalf of one principal or client that is opposed to the position of another principal or client represented by the lobbyist involving the same legislative issue: and
- (d) each affected principal or client gives informed consent to the conflict of interest in writing

If consent cannot be reached, the consultant is prohibited from representing the conflicting party while under contract with Plain City.

VIII. Indemnity. Consultant will indemnify, defend and hold harmless Plain City and its agents, directors, officers and employees from and against all suits, losses, damages, causes of action or claims (including attorneys' fees and costs) that may be based on any injury to persons or property that is the result of a breach of any obligation in this Agreement or an error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant's behalf.

IX. Term. The term of this Consulting Agreement shall be for the base period stated in Exhibit "A." This Consulting Agreement shall terminate at the end of the base period, unless Consultant has not completed the work to be performed, or Plain City extends the term of the Consulting Agreement in writing.

X. Notices/Approvals. All notices and approvals required under or by reason of this Consulting Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative as follows

Plain City
C/O Mayor Jon Beesley
4160 W 2200 N
Plain City, UT 84404
Telephone: (801) 731-4908

Legislative Solutions
Kerry Gibson
5454 W 1150 S
Ogden, UT 84404
Telephone: (801) 940-0475

XI. Choice of Law and Remedies. This Consulting agreement is made and shall be enforced pursuant to the laws of the State of Utah. The parties agree that monetary damages alone would not be sufficient remedy for any breach of this Agreement and each party, in addition to monetary damages, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the

prevailing party in any judicial proceeding shall be entitled to recover from the other its/his/her reasonable costs and expenses, including attorney's fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

XII. Equal Opportunity. Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

XIII. Severability and Survival. Should any part of this Consulting Agreement be found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement. The provisions of Sections 4, 5, 6, 7, 10, and 12 shall survive the termination of this Agreement for a period of three (3) years from any such termination.

XIV. Assignment. Plain City shall have the right to assign this Consulting Agreement to its successors or assigns and all covenants and agreements hereunder will insure to the benefit of and be enforceable by or against its successors or assigns. The rights and obligations of Consultant under this Consulting Agreement are personal to Consultant, and no such rights, benefits, or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

This Agreement entered into as of the date written above.


Client

Plain City

Print Name: Jon Beesley
Title: Plain City Mayor

Consultant

Legislative Solutions


Kerry Gibson (Jan 20, 2023 10:49 MST)

Print Name: Kerry Gibson
Title: Principal

Conclusion

We look forward to working with Plain City and supporting your efforts to improve the way of living in that county. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering and effective legislative support solution.

If you have questions on this proposal, feel free to contact Legislative Solutions at your convenience by email at kerrywgibson@gmail.com or by phone at (801) 940-0475. We will be in touch with you shortly to arrange a follow-up conversation on the proposal.

Legislative Solutions
Kerry Gibson
PO Box 3404
Ogden, UT 84403
(801) 940-0475

Exhibit "A"

Consulting Agreement

Dated: January 1, 2023.

Legislative Solutions ("Consultant")

Plain City ("Client")

1. SCOPE OF WORK

Consultants (Legislative Solutions & Lincoln-Hill Partners) shall perform the following services as requested by Plain City:

- A. Provide technical and political resources and strategy on the issues related to Plain City to include, but not limited to, the following:
 - a. transportation and infrastructure
 - b. water development and infrastructure
 - c. economic development/redevelopment
 - d. housing/planning and zoning regulation/homelessness
 - e. general municipal revenue and authority
- B. The consultant will work with the client throughout the year and will regularly communicate and meet with the county to strategically plan and promote the interests of the county.
- C. Work with legislative leadership, the Governor's office, state agencies, Plain City and the related departments and regulators on matters related to Plain City and their interest to develop regionally significant infrastructure in the county.
- D. Work to negotiate solution(s) that are agreeable to the client.

2. FEES

- i) A retainer of \$3,500/monthly will be paid to the consultant as agreed upon by each party. The amount will be billed at the first of each month of the year. Payment is due upon receipt of invoices.
- ii) Any expenses incurred by Consultant will have prior approval by the client.

3. TERM

This Agreement shall be effective on January 1, 2023 and shall be effective for a period of twelve months and will be renewed annually thereafter.

All normal office costs and expenses are included in this fee.

Legislative Solutions would be honored to represent Plain City. Should you have any questions regarding our proposal, please contact us at your earliest convenience.

PLAIN CITY COUNCIL
MINUTES OF SPECIAL MEETING
DECEMBER 9, 2021

The City Council of Plain City convened in a regular meeting at City Hall on Thursday, December 9, 2021 also accessible via ZOOM beginning at 5:00 p.m.

Present: Mayor Jon Beesley, Councilmembers Jed Jenkins, Rachael Beal, Buddy Sadler, Don Weston and Todd Skeen
Staff: Diane Hirschi, Melissa Miller
Present: Kerry Gibson
Also Present via Zoom: Brandon Richards
Call to Order: Mayor Beesley

Discussion/Motion: Lincoln Hill & Associates Contract

Mayor Beesley introduced Kerry Gibson and asked if the council had any questions. Councilmember Beal inquired that she thought Melissa was hired to do this as grants. The mayor noted that this is different in that this company lobbies at the capitol for funds. Kerry Gibson reported that he is a partner in a full-service government affair lobbying firm. They do not write grants. They lobby for funds controlled by Utah constitution and has a formula to receive funding. They can help craft policy that is favorable to the city with legislation appropriations. The legislative session is 45 days but their company works all year long trying to help the clients that they represent be heard and to facilitate that their projects are positioned well. He used an example and showed how they can help position a client's application so that it is seen, heard and funded. Kerry explained that their firm can match a need with a funding source. He reported that they will meet their clients frequently to visit and come up with priorities to help the client become successful for funding sources. Mayor Beesley pointed out the we have shovel ready projects and we just need the funds to help save the citizen's money. Kerry agreed with the Mayor in that most funding goes to larger cities. They can help Plain City in competing for these funds. Kerry noted that their firm is the best of this type in the state of Utah. They are heard, trusted and respected and can help the city be heard. Councilmember Skeen asked who identifies the projects. It was noted that the city council will. That is the purpose with meeting regularly with Kerry. Councilmember Beal asked if we can cancel if we don't feel that we are getting what we put into it. Kerry reported that there is a 30-day cancellation clause. He noted that we can pay either monthly or annually. He is pretty confident that we will see a return by hiring the right people to do what they are good at. Councilmember Skeen is still concerned about the direction. It was explained that the council can decide who they want to meet with and work with Kerry. He will then sit down frequently with them. Kerry noted that the priority list may change frequently. Councilmember Beal asked if there will be extra fees. Kerry noted that that proposal was built on the size of our city, our budget and potential projects so no there won't be extra fees. Councilmember Beal asked if there would be conflicts with other cities. Kerry noted that his team is set up to work together to meet the city's needs. Councilmember Jenkins noted that on one hand Kerry said they are fighting for us and now he is saying that we send him the projects. Which one is it? Kerry noted that it is a combination of both. They want to focus on the city's needs for policy and funding. Mayor Beesley noted that it would work in conjunction with our strategic plan. Kerry noted that he would like to meet at least quarterly with whoever the council chooses to give the discretion with. Councilmember Weston asked if there was ever any money left on the table. Kerry answered not very often. Councilmember Weston likes the fact that there is a 30-day option to cancel. He also agrees that our city needs a voice. Councilmember Beal asked when this contract will be effective. Kerry noted that it was dated December 1st, but can be anytime. He noted that we need to get started quickly before the legislative session. Councilmember Sadler feels that there is no way we can have the access they have. We need to pay for that access in order to compete with other cities. He feels that we need to see what happens and he would like to have the council kept informed along the way. He would like to see a reports in public meetings. Councilmember Sadler moved to accept the contract with Lincoln Hill Partners effective December 10, 2021. Councilmember Skeen seconded the motion. Councilmembers Beal, Sadler, Weston and Skeen voted aye. Councilmember Jenkins voted nay. The motion carried.

At 5:53 p.m. Councilmember Sadler moved to adjourn and was seconded by Councilmember Skeen seconded the motion. The vote was unanimous.



Mayor



City Recorder

Date approved 1-6-2022

NOTICE OF DECISION

Plain City, Weber County, Utah

On January 11, 2024, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for The Grove at JDC Ranch Subdivision (formerly Weber Vista Subdivision) approx. 2865 W
North Plain City Road 5 lots

received from (Applicant): Steve Anderson with Nilson Homes

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 Neil motioned to recommend City Council approve final for The Grove at approx. 2865 W North Plain City Road 5 lots. Commissioner Jenkins seconded the motion. Vote: Commissioners Neil, Jenkins, Maw, Skeen and Chairman Faulkner voted aye. Motion Carried.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: January 2, 2024

Subject: **The Grove at JDC Ranch Subdivision – Final Plan Review**

We have reviewed the revised final plan for The Grove at JDC Ranch Subdivision (formerly Weber Vista Subdivision). It appears that our previous review comments have been adequately addressed. Once any concerns put forth by the Planning Commission have been adequately addressed, we recommend final approval of The Grove and JDC Ranch Subdivision. If you have any questions or require additional information, feel free to call.

Current application

APPLICATION FOR A PLAIN CITY SUBDIVISION

The Grove

Subdivision Name Weber Vista Subdivision Zone RE-20 Date Submitted _____

Address of Subdivision Approx 2865 W. North Plain City Rd Plain City, UT No. of Units or Lots 5

List all Parcel Numbers included in development: 19-020-0035

Owner Name DSM Land LLC / Douglas R. Malan Full Address 2108 E. Greatblack Circle, Layton, UT 84040

Phone # 702-792-7000 Cell # _____ Email dmalan@kcnvlaw.com

Subdivider's Name Brad Brown/Steward Land Full Address 1708 E. 5550 S., Ste 18, Ogden, UT 84403

Phone # 801-309-0399 Cell # 801-309-0399 Email brad@stewardland.com

Name of Intended Escrow Holder Stewart Title Address 5734 S. 1475 E., Ste 100, Ogden, UT, 84403

Contact Name Jodi Eskelsen Phone # 801-479-7911 Email jodi.eskelsen@stewart.com

Surveyor's Name Reeve & Associates Address 5160 S 1500 W, Riverdale, UT 84405 Phone # 801-621-3100

Engineer's Name Reeve & Associates Address 5160 S 1500 W, Riverdale, UT 84405 Phone # 801-621-3100

Have all property taxes, interests and penalties been paid? _____ (no approval given until paid in full.) UCA 10-9a-603(3)

Secondary Water Available? Yes Contact Pineview Water Phone # 801-622-4342

Secondary Water System in Place? Yes Type pressurized Phone # 801-622-4342

Culinary Water Available? Yes Type Bona Vista Water District - pressure Phone # 801-621-0474

Sewer Connection Available? Yes Contact Clay Marriott Type gravity

Is Property in a Flood Hazard Area? No Flood Zone _____ Lowest Elevation _____

Access Road above 4215' Elevation? Yes Source NAVD 88

Please describe any agreements, rights-of-way, easements etc, which could affect this site: (Use other side if needed)

Willard Canal 6.2 Lateral Easement has been addressed

Describe history of parcel being subdivided, approximate dates and acreage of past land divisions: (Use other side if needed)

See title report

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

Date _____ Signature _____

Office Use Only

*part - west park phase 5
changed name to weber vista*

Subdivision Filing Fee: _____ PC Preliminary Approval Date: _____
Subdivision Engineering Fee: _____ PC Final Approval Date: _____
Number of Copies: _____ CC Final Approval Date: _____

Previous Application

APPLICATION FOR A PLAIN CITY SUBDIVISION

Subdivision Name West Park Phase 5 Zone RE-20 Date Submitted _____

Address of Subdivision Approx 2865 W. North Plain City Rd Plain City, UT No. of Units or Lots 5

List all Parcel Numbers included in development: 19-020-0035

Owner Name DSM Land LLC / Douglas R. Malan Full Address 2108 E. Greatblack Circle, Layton, UT 84040

Phone # 702-792-7000 Cell # _____ Email dmalan@kcnvlaw.com

Subdivider's Name Brad Brown/Steward Land Full Address 1708 E. 5550 S., Ste 18, Ogden, UT 84403

Phone # 801-309-0399 Cell # 801-309-0399 Email brad@stewardland.com

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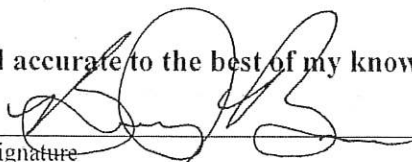
Willard Canal 6.2 Lateral Easement has been addressed.

Describe history of parcel being subdivided, approximate dates and acreage of past land divisions: (Use other side if needed)

See title report

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

12/19/22
Date


Signature

Office Use Only Application fee \$ 200.00 pd

Subdivision Filing Fee: \$250.00 pd

Subdivision Engineering Fee: \$570.00 pd

Number of Copies: _____

PC Preliminary Approval Date: _____

PC Final Approval Date: _____

CC Final Approval Date: _____

pd \$1,020.00 2.9.23
cc 2.0356/2