

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
NOVEMBER 18, 2021

The City Council of Plain City convened in a regular meeting at City Hall on Thursday, November 18, 2021 also accessible via ZOOM beginning at 7:00 p.m.

Present: Mayor Jon Beesley, Councilmembers Jed Jenkins, Buddy Sadler, Don Weston and Todd Skeen
Present via Zoom: Councilmember Rachael Beal
Staff: Diane Hirschi, Dan Schuler, Melissa Miller
Present: Lorin Child, Lance Trease, Jake Jones, Jeff Hales
Also Present via Zoom: Brandon Richards, Debby Robinson

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

Approval of Minutes from November 4, 2021

Councilmember Sadler moved to approve the minutes from the meetings on November 4 and November 15, 2021 as presented. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.

Comments: Public

None offered.

Report from Planning Commission

No report.

Discussion/Motion: Award O Tech Scholarship Application

The Mayor and Council presented Lance Trease, a Plain City resident, with a \$2,000 scholarship from Ogden Weber Technical College.

Discussion: Thomas Property

Jeff Hales reported that he is representing Duane and Barbara Thomas who live on the corner of 1975 N and 3600 W. They own a 1.2-acre parcel on the corner. Plain City is looking to acquire some of the property for the 3600 W Road widening and construction project. It was noted that it is located in a RE-20 zone and is master planned for the 18.5 density. The owners are wanting to have the option to divide their property in half. The problem is that even if it were rezoned to RE-18.5 they are about 200 square feet shy of the 18,500 square foot requirement. Jeff is proposing that the owners will sign the acquisition for the road project if there is a way to guarantee that the land can be divided in half in the future. Brandon Richards, legal counsel, advised the council they have to follow their own ordinances. The rezone would have to be applied for and actually see how the property numbers come in. If the numbers don't meet the standard, a variance could be applied for. Jeff thanked Brandon and the council for the discussion.

Discussion/Motion: Final Approval of Phase 1 of Diamond E Subdivision – approx. 3200 W 2600 N

It was noted that there is a new plan showing a trail. Councilmember Beal still thinks the stubbed road is optimal but is concerned that it is going nowhere. Councilmember Sadler noted that this developer owns both pieces and should be able to make the stub road go somewhere. Jake Jones noted that he cannot commit for the JDC Ranch property. It was noted that if the stub road goes in, the houses on the stubbed road should have their driveways on the main drag. This is for snowplowing purposes. The council wants Nilson Homes to commit that the road will be incorporated to JDC Ranch project. **Councilmember Beal moved to table Final Approval of Phase 1 of Diamond E Subdivision. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Discussion/Motion: Resolution – Accept Annexation Petition – Zanna Child Property

The Mayor noted that this will be the first property annexed on the west side of 5200 W. **Councilmember Jenkins moved to approve Resolution #2021-11 accepting the petition of the Zanna Child property. Councilmember Weston seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Motion: Approval of Business Licenses

New

Wilson's Daycare Melanie Wilson 2238 N 4275 W home daycare
Councilmember Jenkins moved to approve the business license as presented. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.

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Motion: Approval of Warrant Register

See warrant register dated 11/01/2021 and 11/17/2021. **Councilmember Jenkins moved to approve and pay the bills as presented. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Beal noted that she had talked to Fremont about performing at the Christmas Tree Lighting. She will get with Colette and Melissa.

Councilmember Sadler noted that the Council was invited to the Fremont band concert on Dec 14 at 7 pm and urged the council to attend.

Councilmember Weston inquired about the vac truck. Dan reported that they are using it and it has proved to be beneficial in the sewer and storm sewer department. Councilmember Weston noted that we are saving a lot of money due to the landfill and the green waste program.

Mayor Beesley noted that the Christmas Tree Lighting is Dec 4. He unfortunately will be out of town and asked the council to attend. He noted that he and a couple councilmembers went to North Ogden to look at their amphitheater. He has sketched an idea of what we are looking for. He will meet with Jarod Maw on Monday at 5 to start drawing it. The Mayor noted that they will be planning to go see Layton's amphitheater on November 30 at 7 pm.

At 8:00 p.m. Councilmember Weston moved to adjourn and was seconded by Councilmember Skeen seconded the motion. The vote was unanimous.

City Recorder

Mayor

Date approved _____



FROM: Bryan Bayles

5617 S 1475 E #4572,

Ogden, UT 84403

11/29/2021

TO: CITY COUNCIL - PLAIN CITY

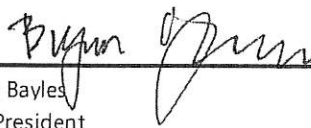
4160 W 2200 N St, Ogden, UT 84404

City Council of Plain City,

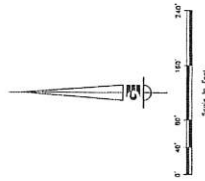
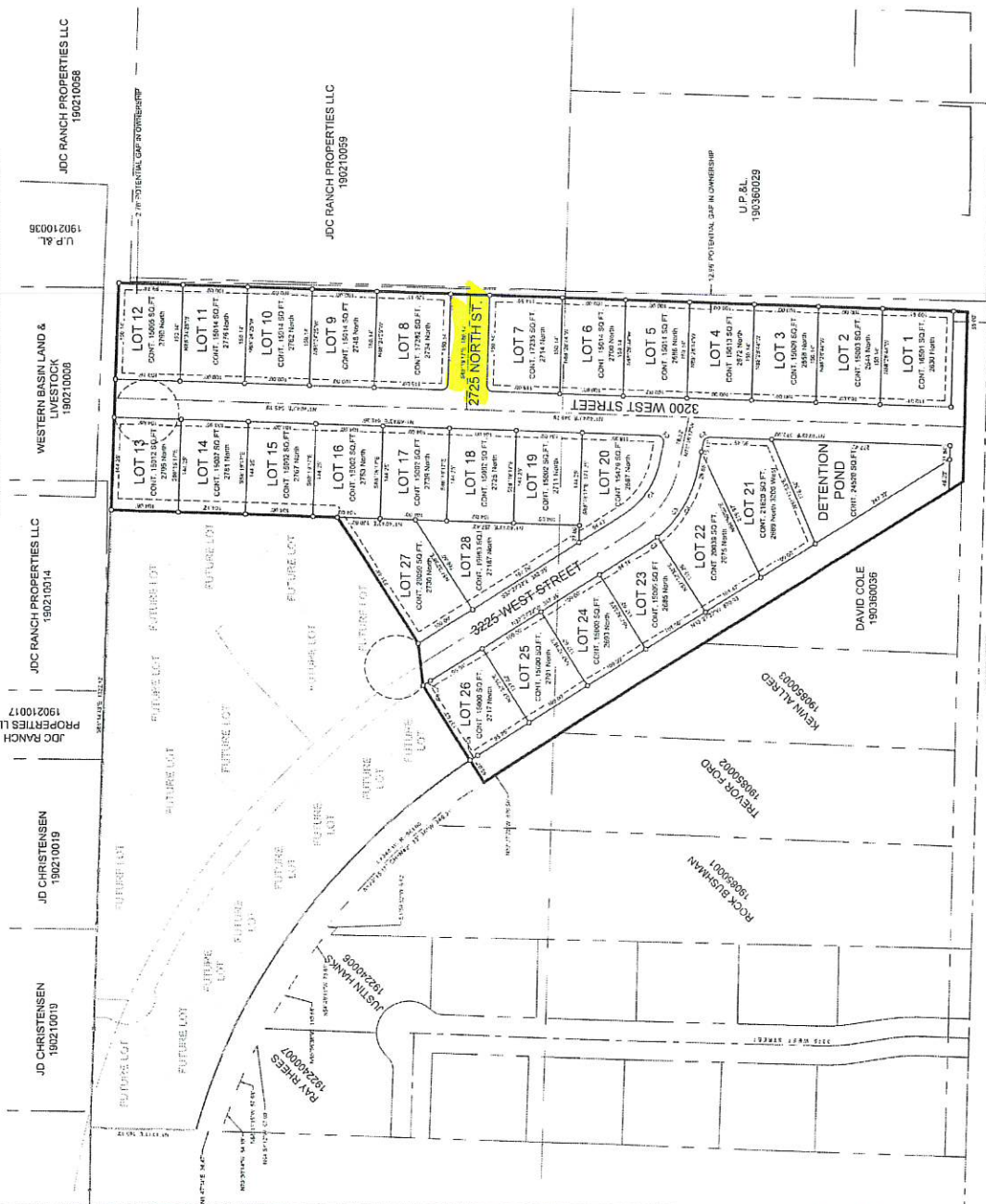
As discussed in the 11/18/21 City Council meeting, Nilson Homes commits to planning, designing, and building a road to continue the proposed Diamond E stub road into the future community to the east (currently called JDC Ranch). This commitment is provided in good faith, per the City Council's request, in an effort to resolve any concern and obtain a final approval on the plat reviewed in the above referenced meeting (also attached). This future road connection will be done in conjunction with the design, approval, and construction of the applicable phases in the future JDC Ranch community.

Best,

Bryan Bayles

X 
Bryan Bayles
Vice President

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27 AND THE NORTHWEST QUARTER OF SECTION 34
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH, OCTOBER 2021

[illegible]

LEGEND

- WHEN CITY COMPONENT ADOPTED
- SET 24" RESINATED CAP
- MARKED CATCH-BASIN ENGINEERING

REFERENCES

— LOT LINE —

- ADASCT/PAEPI

SECTION 100

- EASEMENT

- CYSTING FEED LINE

— **EXHIBIT 10/11/12/13**

COUNTY RECORDER

CITY NO. _____ FEE PAID _____

ED FOR AND RECORDED

ON RENT, CHURCH

_____ IN BOOK _____ OF OFFICIAL _____

RECORDS, PAGE _____, RECORDED _____

For

COUNTY DECEASED

COUNTY RECORDER

5Y

NOTICE OF DECISION

Plain City, Weber County, Utah

On October 28, 20 21, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Diamond E Subdivision – Approx. 3200 W 2600 N,

received from (Applicant): 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

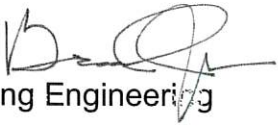
*Condition(s)/Notes:

Commissioner Maw motioned to recommend City Council approval of the Diamond E Subdivision – Approx. 3200 W 2600 N. Commissioner Faulkner seconded the motion. Vote: Commissioners Maw, Faulkner, Skeen and Chairman Neil voted aye. Motion carried.



Memorandum

To: Mike Kerswell, Land Use Specialist
Plain City Corporation

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

Date: October 7, 2021

Subject: Diamond E Subdivision, Plan Review

We have reviewed the preliminary and final plans for the Diamond E Subdivision. Following our review, we recommend approval be granted for this development. If you have any questions or require additional information, feel free to call.



YCC Family Crisis Center

2261 Adams Ave
Ogden, UT 84401

Main: 801.394.9456
Crisis: 801.392.7273

www.yccogden.org

Mayor Jon Beesley
4160 W 2200 N
Plain City, UT 84404

November 5, 2021

RE: WACOG and YCC Support

Dear Mayor Beesley,

YCC Family Crisis Center remains steadfast in our efforts to support victims of domestic and sexual violence. I appreciate the ongoing partnership we've enjoyed with you and the city of Plain City.

WACOG member cities have been financially supportive of YCC Family Crisis Center and we rely on your support to provide critical services. We are honored to provide emergency and life-saving services to all residents in Plain City, the greater Ogden area, and northern Utah. The partnership with the cities is an important and vital aspect of us being able to continue that work. We view ourselves as an extension of city services since many of you do not have the capacity to provide the services we fortunately can. I would be happy to speak to you and the city council if you would like a presentation about our services.

Throughout the pandemic, we have seen a tremendous uptick in domestic and sexual violence and the demand on our services has never been greater. We remain open 24 hours a day, each and every day, throughout these incredibly challenging times.

We appreciate all the support the city can provide. In the past, Plain City has sent \$4,000 annually and I look forward to similar support this year. Sincere thanks for your partnership on behalf of your community.

Regards,

Margaret Rose
Executive Director



LINCOLN HILL
PARTNERS

**Proposal for Consulting and Lobbying Services
PLAIN CITY**

www.LincolnHill.com



Lincoln-Hill Partners
68 E 300 N
Salt Lake City, UT 84103

Mayor Jon Beesely

Plain City

Dear Mayor Beesley,

Lincoln-Hill Partners 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, Lincoln Hill Partners would propose to do the following:

- Utilize Lincoln Hill's 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, Weber County, the Governor's office and the State Legislature to fund, program and construct identified improvements within the city.

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, Utah.

Sincerely,

Lincoln Shurtz, Partner



Lincoln-Hill Partners is a Utah-based lobbying and government relations firm with both local and national clients. Locally 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.

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.

Lincoln Shurtz, Partner

Lincoln is a professional lobbyist and expert in local government regulation and policy making, having served as the principal lobbyist for both a 250 city-based association of governments and a 29 county-based association of governments. His government relations clients consist of many Fortune 500 companies and national brands as diverse as General Motors, Oracle, and CVS Pharmacies. The Salt Lake Tribune and Deseret News have recognized Lincoln as one of the “Top Lobbyists in Utah”. He has been a registered and an active lobbyist in Utah for 20+ years.

Casey Hill, Partner

Until the end of 2018 Casey Hill served as Senior Vice President of Government and Community Relations for EnergySolutions, where he managed and directed all lobbying and community relations and charitable efforts for EnergySolutions in Utah, and in multiple states across the country and in DC. In addition to EnergySolutions he represents and lobbies for interests in real estate development, environmental, healthcare, insurance, energy, legal and pharmaceutical industries and has a successful record helping his clients navigate the appropriations process successfully.

Mr. Hill is an accomplished campaign strategist and manager having run the campaigns of many past and current municipal and state-level leaders including Utah Senate President Stuart Adams and Utah Speaker Brad Wilson. He has continued this work at Election Hive and Gather Inc.

Kerry Gibson, Partner

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.

Derek Brown, Partner

With his unique experience as a former member of the Utah House of Representatives, attorney with D.C. office of Sidley & Austin LLP, Deputy Chief of Staff and General Counsel for two of Utah’s United States Senators, Vice President of Government Relations for a national technology company, and Chairman of the Utah Republican Party, Derek is one of the most

experienced and influential government relations attorneys in Utah.

Chase Everton, Partner

Chase brings more than a decade of experience as a lobbyist who has worked with federal, state, and local governments.

He has worked for associations, as an in-house lobbyist where he managed multi-state government relations efforts, including working with legislative bodies and attorneys general, and as a contract lobbyist. His government relations clients consist of many Fortune 500 companies and national brands such as 1-800 Contacts, Ancestry, eBay, Expedia Group, and Facebook.

Chase specializes in disruptive technologies, tax policy, and economic development. Over the past few years, he has secured millions of dollars in appropriations for his clients. Additionally, Chase has managed numerous public affairs projects for Fortune 500 mergers, local governments, and nonprofits.



CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into and effective this 1st Day of December 2021, by and between Plain City ("Client") and Lincoln-Hill Partners with principal offices located at 5150 Alvera Dr., Holladay, UT 84117 ("Consultant").

1. SCOPE OF WORK

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. INDEMNITY

Consultant will indemnify, defend and hold harmless Plain City and its agents, directors, officers and employees from and against all suites, 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.

8. 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.

9. 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 Beesely
4160 W 2200 N
Plain City, UT 84014
Telephone: 801-731-4908
Lincoln-Hill Partners
5150 Alvera Dr.
Holladay, UT 84117
Telephone: (801) 712-4891

10. 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.

11. EQUAL OPPORTUNITY

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

12. 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.

15. 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: Mayor

Consultant

Lincoln-Hill Partners

Print Name: Lincoln Shurtz

Title: Principal

Exhibit "A"

Consulting Agreement
Dated: December 1, 2021

Plain City and Lincoln-Hill Partners ("Consultant")

1. SCOPE OF WORK

Consultants (Kerry Gibson, Lincoln Shurtz, and Casey Hill) 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 city to strategically plan and promote the interests of the city.
- C. Work with legislative leadership, the Governor's office, state agencies, Weber County and the related departments and regulators on matters related to Plain City and their interest to develop regionally significant infrastructure in the city.
- 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. The amount will be billed at the end of each month. 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 December 1, 2021 and will be renewed annually. The contract can be terminated by the client at any time with 30 days' notice.

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

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