# CLINTON CITY COUNCIL AGENDA - AMENDED

2267 N 1500 W Clinton, UT 84015

**October 28, 2025**

*Live stream can be found on YouTube at* ***youtube.com/@ClintonCityUtah***

**This meeting may be attended electronically by one or more members.**

***Mayor***
***Brandon Stanger***

***City Council***
***Spencer Arave***
***Marie Dougherty***
***Dane Searle***
***Gary Tyler***

**6:00 PM REGULAR CITY MEETING**

1. Call to Order
2. Pledge of Allegiance and Invocation or Thought – Spencer Arave
3. Roll Call

**PUBLIC INPUT**

*Any public member who wishes to address the Council shall, prior to the meeting, sign the "list to present" with the Clerk of the Council. They will be allowed up to three minutes to make their presentation. The public comment portion of the meeting will not exceed 30 minutes. Please send requests to ltitensor@clintoncity.com or call 801-614-0700. According to the Utah State Code, the Council cannot act on items not advertised on the agenda.*

**CONSENT AGENDA**

a. Approval of Minutes: September 23, 2025 CC Meeting, October 7, 2025 Special CC Meeting and October 14, 2025 Work Session
b. Approval of Accounts Payable: September 2025
c. Davis County Road Funding Agreement
d. Purchase of a New Police vehicle

**BUSINESS**

a. Third Quarter Service Awards
b. Mosquito Abatement District-Davis Public Notice of Proposed Tax Increase

**OTHER BUSINESS**

a. Planning Commission Report
b. City Manager's Report
c. Staff Reports
d. Council Reports on Areas of Responsibility
e. Mayor's Report
f. Action Item Review

**ADJOURN**

**Dated this 23rd day of September 2025**
**/s/Lisa Titensor, Clinton City Recorder**

- ***Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn***
- ***In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 24 hours prior to the meeting.***
- ***This meeting may involve electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.***
- ***Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.***
- ***The order of agenda items may change to accommodate the needs of the city council, staff and/or public***

**CLINTON CITY COUNCIL MEETING MINUTES**

**Date: September 23, 2025**

**Time: 6:00 PM**

**Location: 2267 N 1500 W, Clinton, UT 84015**

**Mayor: Brandon Stanger**

**City Council: Spencer Arave, Marie Dougherty, Austin Gray, Dane Searle, Gary Tyler**

**Staff: City Manager Trevor Cahoon, Police Chief Shawn Stoker, Treasurer Steve Hubbard, Public Works Director David Williams, Fire Chief Jason Poulsen, Recreation Director Brooke Mitchell**

**Attendees: Dereck Bauer, Hannah Klebe, Mary Frederickson, Bev Lambdin, Kirby Crowley, Terry Tremea, Chandra Weisbecker, C Johns, Rowan Johns, Wendy Tremea, Jennifer Christensen, Adam & Deanna Larsen, Russell Arave, Richard Lee, Kathy Ostberg,**

---

**CALL TO ORDER**

Mayor Stanger called the meeting to order at 6:00 PM.

**PLEDGE OF ALLEGIANCE & INVOCATION or THOUGHT**

The Parkside Elementary School Choir performed the National Anthem

Councilmember Gray offered a prayer.

**ROLL CALL**

Mayor Stanger, Councilmembers Arave, Dougherty, Gray, Searle, and Tyler were all present.

**PUBLIC INPUT**

There was none.

**1. CONSENT AGENDA**

1. **Approval of Minutes – September 9, 2025 CC Meeting & Work Session**
2. **Approval of Accounts Payable – None currently.**
3. **Purchase of Vehicle Public Works – 2025 F150 Super Cab**

**MOTION**

**Councilmember Searle moved to approve the consent agenda. Councilmember Gray seconded the motion. Voting is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; Councilmember Tyler, aye.**

**2. BUSINESS ITEMS**

**a. ORDINANCE 25-05 FY 2026 FEE SCHEDULE UPDATE**

The fees for Davis Weber Counties Canal Company were updated to reflect the price increase as presented in the August 26, 2025 city council meeting.

There was also a change in the fee for officers to serve civil papers in the local vicinity.

The fee schedule is included as attachment A.

**MOTION**

**Councilmember Tyler moved to adopt Ordinance 25-05, approving the update to the Fy 2025-26 fee schedule. Councilmember Gray seconded the motion. Voting is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; Councilmember Tyler, aye.**

**b. PERSONNEL POLICY UPDATES**

Historically the City has provided leave benefits for all part-time employees. If that employee worked more than 20 hours a week then they would qualify for URS benefits. Due to the nature of our part-time staff, our recommendation would be to make the following amendments to our policy manual:

**X. COMPENSATION**

**A. *PAY PLAN***

The City shall adopt a pay plan for all positions in the City. The pay plan shall include each classification, a minimum and maximum rate of pay and such intermediate rates as are considered necessary and equitable. Flat and hourly rates may be used in place of salary ranges where appropriate and approved by the City Manager.

Cost of living adjustments reflected in a percentage increase to the pay plan base will be considered annually in conjunction with the annual budget process. The percent of increase, if there is any, will be decided by the City Council.

The pay plan shall consist of salary ranges each having a probationary step and incremental steps with an established differential between each step. Each classification shall have a minimum and maximum salary range.

When an employee has reached the top step of his/her pay plan he/she will be eligible on each anniversary for a 1% per year longevity pay increase, as determined by the annual evaluation and funding availability.

Any employee, at any time of the year, may be eligible for an exemplary service bonus. This bonus may be up to 2% of the employee's annual salary. It may be for any of the following reasons, though not exclusively:

1. Money savings
2. Lifesaving action.
3. Educational and training accomplishment.
4. Completion of an extra strenuous operation requiring a lot of employees own time.

All exemplary service bonuses must be recommended by the Department Director (and/or the City Manager) and approved by the City Manager. These are one-time events and do not impact the employee's normal salary.

The salary range assigned to each classification shall be such as to equitably reflect the differences in the responsibilities and duties between it and other classifications, taking into account salary rates, benefits paid, and other relevant factors.

The City Manager is responsible for maintaining and administrating the pay plan. It is the policy of the City that every department use the pay plan in the same manner. A copy of the pay plan will be maintained in the City Hall as a matter of public record. The rate of pay for temporary employees shall be at least federal minimum wage, and will be set by the Department Director, and approved by the City Manager, to attract qualified personnel. Employees' classified temporary and/or part-time shall not be eligible for City sponsored medical, retirement, vacation, sick leave, and other benefits provided regular full-time employees.

Regular full-time employees are hired on an hourly wage rate and receive all applicable benefits. Appointments of regular employees are made, pursuant to the hiring procedures established in Section VII and VIII of these rules, by the Department Director with the advice and consent of the City Manager. Employment is subject to all terms and conditions of these personnel rules and regulations.

**XII. HOLIDAYS**

A. All regular full-time ~~and part-time~~ employees shall be entitled to the following holidays with pay: (holiday pay is the regular straight time rate of up to 8 hours for regular full-time employees)

**XIII.VACATIONS**

The employee's date of hire will be used in calculating vacation accrual. Regular full ~~and part-~~time employees shall accrue vacation hours. Leave without pay and unpaid administrative leave do not count toward accrual. Probationary employees accrue the appropriate vacation leave but are not entitled to use it until they pass their probationary period and become regular employees. Employee accrual is based on years of employment, position, and is prorated as follows:

| YEARS OF EMPLOYMENT | FTE's | ~~PTE's~~ | EXEMPT |
|---|---|---|---|
| 1 - 5 years | 12 days | ~~Pro-rated~~ | 18 days |
| 6 - 10 years | 15days | ~~Pro-rated~~ | 21 days |
| 11 - 15 years | 18 days | ~~Pro-rated~~ | 24 days |
| 16 - 21 years | 21 days | ~~Pro-rated~~ | 27 days |
| Over 21 years | 24 days | ~~Pro-rated~~ | 30 days |

D. Upon termination/resignation/retirement, an employee shall be paid for ~~all accrued~~ a maximum of 240 hours of vacation time. However, no payment for accrued vacation will be made for terminations during an employee's probationary period, except following a promotion when all benefits are retained.

~~E. Vacation time is pro-rated for regular part-time employees based on the number of hours worked in a month as a ratio of the equivalent full-time employee's accrual benefit.~~

~~F~~ E. In special cases, determined by the City Manager, an employee may be allowed to: 1) donate limited accrued vacation leave to another employee, or, 2) sell back to the city ~~a limited amount~~ 40 hours of accrued vacation leave which exceeds the maximum accumulation one time a year.

**A. *SICK LEAVE WITH PAY***

All regular full-time employees will be entitled to sick leave with pay after the first month of employment. Sick leave shall accrue at the rate of eight (8) hours for each full month of service~~, with the exception of regular part-time employees who shall accrue sick leave based on the ratio of hours worked in comparison to the full-time equivalent~~.

**XV. BENEFITS**

**B. *LIFE INSURANCE***

The City provides a group life, accidental death, and dismemberment insurance for all regular full-time employees. The basic insured amount reduces at certain age periods, as provided in the current policy.

**C. *RETIREMENT***

The City provides retirement benefits for its qualified ~~full-time~~ employees through the Public Employees and Public Safety Retirement Systems of the State of Utah and F.I.C.A. (Social Security). The City pays the required contribution for the employee as is outlined in the Public Employees Retirement System (PERS). The contribution to F.I.C.A. is shared between the City and the employee as per federal law.

The City also participates in deferred compensation programs through the State of Utah. All regular employees achieving an average of 20 hours per week are permitted to participate in these programs. For employees hired prior to July 1, 2015, the City contributes an amount historically provided. For employees hired after June 30, 2015, the City will participate in a matching deferred compensation program through the State of Utah in an amount established by action of the City Council. Consult the City Treasurer for details.

There is no mandatory retirement age for City Employees. However, employees should consult PERS' Summary of Member Benefits for further information.

**MOTION**

**Councilmember Dougherty moved to approve the changes to the personnel policy. Councilmember Gray seconded the motion. Voting is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; Councilmember Tyler, aye.**

**c. Resolution 12-25 Impact Fee Analysis and Rate Studies**

Total $79,000

Impact Fee Analysis (From Impact Fees)
Rate Studies (From Enterprise Fund)

| | | | |
|---|---|---|---|
| Water Impact Fee: | $8,000 | Water Rate: | $6,000 |
| Parks and Trails Impact Fee: | $7,000 | Sewer Rate: | $6,000 |
| Storm Water Impact Fee: | $8,000 | Storm Water Rate: | $7,000 |
| Sewer Impact Fee: | $7,000 | | |
| Transportation Impact Fee: | $7,000 | | |

Streets Account

Public Safety Impact Fee: $12,000
Transportation Utility Fee Study: $12,000

**MOTION**

**Councilmember Gray moved to approve Resolution 12-25 authorizing the Impact Fee Analysis and Rate Studies. Councilmember Dougherty seconded the motion. Voting is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; Councilmember Tyler, aye.**

**OTHER BUSINESS**

**Planning Commission Report**

- **Community Development Director Peter Matson reported the following:**

- The Planning Commission met on September 18 to discuss the Development Agreement for Nielson Homes.
- The next Planning Commission meeting will be on October 2, 2025.
- The third public event for the General Plan is being considered for October 7.

**City Manager Report – City Manager Trevor Cahoon reported on the following:**

- The City is communicating with the Utah State Tax Commission on compliance issues with the Truth in Taxation process. The Utah League of Cities and Towns is involved as well.
- The Finance Director position is currently open.

**STAFF REPORTS**

**Public Works Director David Williams**

- Updated the City Council on the status of the drilling of the new well.

**Recreation Director Brooke Mitchell**

- Reported the Halloween Walk will be at the softball complex on October 6.
- Winter sports are gearing up.

**Fire Department**

- The Fire Department received a grant to purchase some equipment.

**COUNCIL REPORTS ON AREAS OF RESPONSIBILITY**

**Councilmember Arave**

- The RAP Tax Committee is excited about the decisions from the September 9, 2025 work session.
- The ARTS Board has some fun upcoming activities.

**Councilmember Dougherty**

- The Mosquito Abatement District is participating in the Truth in Taxation process.

**Councilmember Gray**

- He announced that he will be leaving the city council as of September 29, 2025. He said this has been a difficult decision. He has appreciated his time in Clinton City.

**Councilmember Searle**

- Tax Report

**Councilmember Tyler**

- Nothing currently.

**Mayor Stanger's Report:**

- He appreciates the hard work of staff and the Planning Commission on the Development Agreement with Nielson Homes.

**ADJOURNMENT**

**Councilmember Gray moved to adjourn. Councilmember Tyler seconded the motion. All voted in favor. The meeting was adjourned at approximately 6:54 PM.**

---

***Reviewed and Approved by the Clinton City Council this 28th of October 2025***

***/s/ Lisa Titensor***
***Clinton City Recorder***

**ATTACHMENT A**

| DAVIS AND WEBER COUNTIES CANAL COMPANY PASS THRU FEES* | |
|---|---|
| **Secondary Water Rates** est. 2025 | |
| **FEE** | **AMOUNT** |
| 0 – 1/3 acre | $ 26.33 / month |
| >1/3 – 1/2 acre | $ ~~28.83 / month~~ $30.33 month |
| >1/2 – 3/4 acre | $ ~~33.75 / month~~ $37.17 month |
| >3/4 – 1 acre | ~~$ 37.50 / month~~ $41.25 month |
| > 1 – 1.25 acre | ~~$ 41.25 / month~~ $45.33 month |
| > 1.25 acre-D & W Canal Co. bills larger lot sizes directly | |

NOTE: For secondary water calculations, 1/3 acre = 14,520 sq. ft. 1/2 acre = 21,780 sq. ft. 3/4 acre =32,670 sq. ft. 1 acre = 43,560.

| Police Administration | |
|---|---|
| **FEE** | **AMOUNT** |
| Copy of Police Report est. 2010 | $ 15.00 |
| Finger Printing est. 2023 | $ 20.00$ 3.00 additional cards |
| Sex Offender Registry | $ 25.00 |
| Restorable Vehicle Permit | $ 25.00 $ 25.00 one-time extension |
| Original (6 month) est. 2010 | $ 25.00 |
| Extension (6 month) est. 2010 | $ ~~25.00~~ $ 90 / two attempts |
| Service of Civil Papers Local (Clinton) est. 2025 | $ 90.00 local / two attempts |
| Reports est. 2010 | $ 15.00 per report. DI-9 reports that include photos will be charged separately. |
| Photos est. 2016-17 | $ 25.00 for each disk/USB$ 5.00 per photo if fewer than 5 total photos |
| Audio/Video Tapes est. 2005 | $ 25.00 for each disk/USB and 1 hour of processing. $20 per hour for additional processing |
| Seized Property Sale Administrative Fee 20-2-5(3) est. 2011 | 10% of money received from the sale of seized property |

**CLINTON CITY COUNCIL SPECIAL MEETING MINUTES**

**Special Meeting**

**Date: October 7, 2025**

**Time: 6:00 PM**

**Location: 2267 N 1500 W, Clinton, UT 84015**

**Mayor: Brandon Stanger**

**City Council: Spencer Arave, Marie Dougherty, Austin Gray, Dane Searle and Gary Tyler attended electronically**

**Staff: Police Chief Shawn Stoker, Treasurer Steve Hubbard, Public Works Director David Williams, Fire Chief Jason Poulsen, Recreation Director Brooke Mitchell**

**Attendees: Lacy Richards, Mike Flood, Edward Phillips, Greg Allen, Michael & Wendy Dyer, Kraig Butt, Chris Klebe, Adam & Deanna Larsen, Chandra Weisbecker, Dereck Bauer, Hannah Klebe**

---

## CALL TO ORDER

Mayor Stanger called the meeting to order at 6:00 PM.

He led the Pledge of Allegiance and provided an invocation.

## ROLL CALL

Mayor Stanger, Councilmembers Arave, Dougherty, Gray, Searle were all present and Councilmember Tyler attended electronically.

## PUBLIC INPUT

Michael Dyer stated he is here to address property directly across from him and next to Civic Center Park. He is concerned about developing a parking lot in this area. He feels that housing would be a better option.

Hannah Klebe suggested that ADA accessible amenities would be a great option for the park intended for the new development out west.

Craig Butt feels that the Nielson home project is a better option than previous plans proposed. He does still have concerns about traffic and other potential issues. He feels it is still a large project for Clinton.

Greg Allen is long time resident. He is pleased with the proposal from Nilson Homes. Although it is not perfect, he feels it is an improvement to previously proposed developments.

**BUSINESS ITEMS**

**A. A RESOLUTION 10-25 - REQUEST FROM NILSON HOMES TO REPEAL AND REPLACE THE FOOTHILL DITCH LLC (TRAIL POINT) ANNEXATION/DEVELOPMENT AGREEMENT WITH THE AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, LLC, FOR 34.90 ACRES LOCATED AT APPROXIMATELY 2088 NORTH 4500 WEST. THE NEW DEVELOPMENT AGREEMENT INCLUDES A REVISED CONCEPT PLAN, A LOWER RESIDENTIAL DENSITY AND MODIFICATIONS TO THE REQUIREMENTS FOR OPEN SPACE AND AMENITIES, ARCHITECTURE AND SEWER LIFT STATION IMPROVEMENTS (PARCELS 14-175-0005, 14-038-0067, & 14-038-0083)**

Lacey Richards with Nilson Homes reported there is a proposed development agreement to replace the existing development agreement.

Nilson Homes feels it is a much better proposal. The town homes have been reduced by 76 units. The walking trail will be developed along with a trailhead. Half of the units will be required to be owner occupied.

Nilson Homes is excited to be in Clinton City. They have tried to accommodate concerns that have been raised in past proposals.

Community Development Director Peter Matson addressed the development agreement and identified some of the changes including:
Section 4.1 – trail – chain link fence is preferred over a vinyl fence.
Page 5 – parking and amenities have been struck
Detached single family and town homes parking – no tandem spaces
Off-site sewer line – a proposed line to service this area and future developments. Eastern edge running north under the West Davis Corridor – the vacant property to the east
12-inch line is preferred by the City.
This is an area that is part of the Clinton City Sanitary Sewer Special Service District.
7.4 – clarifications were added
Nilson homes to install because it is necessary for the development and Clinton City will reimburse Nilson Homes with impact fees.
Time frame will be until the facility is paid for.
AS the project goes on, the time frame will be determined.
Section 7.5 was struck because it was redundant.
Streets and drives Exhibit B, Cross sections for streets
`Update to 2644 page 3 – follows the PRUD overlay zone.
Open Space and Amenities – Exhibit D
Amenities are listed

The redline agreement is included as Attachment A.

The Planning Commission was unanimous in their recommendation.

Councilmember Dougherty asked for clarification that the chain link will be between the trail and Hooper Canal.

Ms. Richards explained the change will be reflected in the exhibit as well as the development agreement, it will say developers' discretion.

Regarding parking, there will be 53 off-street parking stalls. A minimum standard is included for off-street parking. Parking is distributed throughout the development. The units have garages and driveway parking as well. There is a section that will not allow parking on the street.

Mayor Stanger clarified winter parking restrictions will be enforced in this development.

Councilmember Dougherty asked for coordination with Nilson Homes on the development of the future City park.

Mayor Stanger clarified the deed restriction. The deed restriction will come off after 10 years but the HOA remains intact and will continue to require 50% home ownership.

Councilmember Arave is in favor of collaborating on the park development.

Councilmember Searle appreciates Nilson Homes.

Councilmember Tyler stated housing is a big discussion in Utah. He feels it is the right thing to support this development. This will allow families to live near each other. He feels this is a great development that will benefit Clinton for years to come.

Councilmember Dougherty expressed appreciation to the citizens who have been involved in this issue. She also thanked Nilson Homes for their willingness to come in and create more of a community driven development.

She also addressed a few other changes included in the agreement including setbacks and garages.

Mayor Stanger clarified single car garages cannot exceed more than ten percent of the project.

Jed Nilson explained as an owner of Nilson Homes, he appreciates Clinton City for their involvement and willingness to work and listen together to create such a beautiful community. He feels it takes a lot of courage to address the housing crisis. Every City needs to do their part. It takes courage to take the time and put forth the effort to do it correctly. Creating community with love is a goal of Nilson Homes. They feel this community will improve lives and be full of love.

**MOTION**

**Councilmember Tyler moved to adoption of Resolution 10-25 approving the request from Nilson Homes to replace the Foothill Ditch LLC-Trail Point annexation/development agreement for approximately 34.90 acres zoned R-M/PRD with the Agreement for the Development of Land between Clinton City and Nilson Land Holdings, LLC Councilmember Searle seconded the motion. Voting is as follows: Councilmember Arave, aye; Councilmember Dougherty, aye; Councilmember Gray, aye; Councilmember Searle, aye; Councilmember Tyler, aye.**

*Reviewed and Approved by the Clinton City Council this 28th of October 2025*

*/s/ Lisa Titensor*
*Clinton City Recorder*

**When Recorded Return to:**
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

**AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, LLC (Approx. 2088 North 4500 West, Clinton, UT)**

THIS AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND ("**Agreement**") is made and entered into this __ day of _____, 20___, ("**Effective Date**") between Clinton City, a municipal corporation of the State of Utah ("**City**"), and Nilson Land Holdings, LLC ("**Developer**"). City and Developer collectively referred to as the "Parties" and separately as "Party."

**RECITALS**

WHEREAS, Foothill Ditch, LLC and Terraform Development LLC (together "**Foothill**") are the owners of certain property, consisting of approximately 34.90 acres, located at approximately 2088 North 4500 West, known by the following tax identification numbers: 14-175-0005, 14-038-0067, & 14-038-0083 ("**Property**"). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, City and Foothill previously entered into *Agreement for Annexation and Development of Land*, dated 27 August 2024, and recorded in the Office of the Davis County Recorder as entry number 3621984, Book 8772, Page 342-371, for annexation and development of the Property ("**Foothill DA**"). The Foothill DA contained terms regarding vested rights and certain development entitlements on the Property.

WHEREAS, Developer is currently under contract to purchase the Property from Foothill, which purchase will include all entitlements and rights to the Property, including all rights, benefits, and obligations under the Foothill DA.

WHEREAS, Developer intends to develop the Property in accordance with the terms of this Agreement ("**Project**"). Therefore, Developer and City desire to enter into this Agreement, which upon completion of the purchase of the Property from Foothill, shall replace and supersede the Foothill DA in all respects, and to record a termination of the Foothill DA with the Davis County Recorder. The Parties intend that this Agreement to allow Developer and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project, all in accordance with the Concept Plan, attached hereto as Exhibit B and incorporated herein ("**Concept Plan**"); and

WHEREAS the City believes that entering into the Agreement with Developers is in the best interest of the city, and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**1 Interpretation and Conditions Precedent.**

**1.1** Interpretation. Whenever in this Agreement:

**1.1.1** the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

**1.1.2** there is a reference to "days," such reference shall be deemed to be to "calendar days" unless the phrase "business days" is expressly stated;

**1.1.3** the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

**1.1.4** there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

**1.2** Council Approval. This Agreement shall not take effect until the Clinton City Council has legislatively approved this Agreement, and all parties have signed.

**1.3** Closing of Foothill Purchase. Without regard to the Effective Date, the obligations of either party under this Agreement are expressly conditional upon the closing of the purchase and sale transaction between Developer and Foothill for conveyance of the Property. If such closing fails to take place, this Agreement shall be of no force and effect.

**2 Vesting.**

**2.1** Current Zoning. As of the Effective Date, no further zoning change or amendment to the zoning ordinances is needed to fully develop the Project in accordance with the Concept Plan. Vested Rights. The Parties specifically intend and agree that this Agreement grants to the Developer "vested rights" to the maximum extent possible under law and equity, as that term is construed in Utah's common law and pursuant to UTAH CODE § 10-9a-509. Accordingly, the Developer has the right to develop the property in accordance with the City's ordinances in place as of the Effective Date and this Agreement, without modification by the City except as specifically provided in this Agreement.

**2.3** Exceptions to Vested Rights. The following City laws, as may be modified in the future, are excepted from vesting, and shall apply as they exist at the time of application:

**2.3.1** City laws that Developer agrees in writing apply to the Project;

**2.3.2** City laws that are both generally applicable to all properties in the City' jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

**2.3.3** City's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

**2.3.4** Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

**2.3.5** Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

**2.3.6** Changes authorized under Utah Code §10-9a-509, or its successor statutes.

**2.4** Vested Density. Project is vested with residential uses at a base density of 8 units per gross acre. Residential product types vary as generally depicted on the Concept Plan. Total Unit density shall not exceed the density reflected in the Concept Plan.

**2.5** Conflicts. Development shall take place in accordance with the terms of this Agreement, the State Code, and the City's code in effect on the Effective Date. In the event of any conflicts, this Agreement shall control.

**2.6** Material Changes**.** Approval of this Agreement includes approval of the attached Concept Plan, which is expressly understood to be conceptual and not final. Any material changes during development of the Project, meaning an increase in overall density or an increase of the ratio of townhomes to detached single family homes by more than three percent (3%), require an amendment to this Agreement. Other changes are not considered material and may be approved administratively by City staff.

**2.7** Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable amendments to its land use code after the Effective Date.

## 3 Owner's Association.

**3.1** Association Formation. Prior to the final recording of any residential subdivision within the Project, a Homeowner's Association ("**HOA**") shall be formed and organized and covenants, conditions, and restrictions applicable to the Project ("**CC&Rs**") shall be recorded against the Property.

**3.2** Rentals – CC&Rs. The Parties intend that some units in the Project be reserved in perpetuity for owner-occupied housing, in order to benefit City residents. Developer accordingly agrees to incorporate language into the CC&Rs which limits units which may be leased or rented to no more than 50% of the units in the project. Such restriction shall be placed in the CC&Rs, creating a rotating rental pool ensuring that no fewer than 50% of the properties are not leaseable or rentable, and shall be enforced by the HOA. The rental restriction may not be amended or removed from the CC&Rs without the express written consent of City.

**3.3** Owner Occupancy – Deed Restriction. The Parties intend that some units in the Project be reserved for owner-occupied housing, in order to benefit City residents. Developer accordingly agrees to record a deed restriction against 50% of the units in the project to require owner occupancy of those units. Developer may determine which units will be deed restricted. This owner occupancy deed restriction shall automatically terminate 10 years following the initial sale of the unit to a homeowner. Violation of such restriction may be enforced by City and shall also be considered a violation of the CC&Rs.

**3.4** Dissolution. To the extent allowed by applicable law, the CC&Rs shall require express written approval by City in order to dissolve the HOA, or the amend the CC&Rs with respect to terms that are reflected in this Agreement.

## 4 Development Obligations.

**4.1** Emigration Trail

**4.1.1** Developer shall dedicate property for the Emigration Trail Extension to the City as shown on Exhibit C. Developer shall construct a 10' foot-wide asphalt trail surface upon the dedicated property and construct a 6' ~~vinyl~~ chain link fence with an 18" concrete mow strip in between the Trail area and the canal right of way. Building setbacks shall be 10' from the near edge of the Emigration Trail Extension corridor.

**4.1.2** City agrees to exercise reasonable efforts to obtain grant funds, and to cooperate in Developer's efforts, if any, to obtain grant funds, to pay the cost of the asphalt surfacing of the Emigration Trail Extension.

**4.2** Overall Site Amenities.

**4.2.1** Developer shall dedicate property for a public park to the City as shown on Exhibit B. The park shall also serve as a detention basin for the project.

~~**4.2.2** Developer will construct the parking and amenities as shown on Exhibit D.~~

**~~4.2.3~~4.2.2** Developer will provide restroom facilities as shown on Exhibit B. The restroom facilities will consist of two single user fully accessible flush restrooms. The Developer's responsibility for the cost of the restroom facilities, including installation, shall not exceed $150,000. If the total cost of the restroom facilities is estimated to exceed $150,000, Developer and City will meet and confer regarding a solution, which shall be either a cost-share arrangement whereby the City covers the overage amount, or a change to the specifications of the required facilities such that the total cost does not exceed $150,000.

**~~4.2.4~~4.2.3** Developer will provide the utility connections necessary for power, culinary water, and sanitary sewer service to the restroom facilities.

**~~4.2.5~~4.2.4** Developer will provide other site amenities as shown on Exhibit B.

**~~4.2.6~~4.2.5** Developer will provide fencing along the perimeter of the property. Fencing materials used throughout the exterior and interior of the Property~~, it~~ may include a combination of private and semi-private vinyl.

**~~4.2.7~~4.2.6** Developer shall provide the parking and amenities listed on Exhibit D. Amenities shall be of a quality, size, and design as the renderings shown on Exhibit D. All non-street areas outside the townhome building footprint shall be common area, open or limited open space shown thereon meets Developer's obligation to provide open space. All open space areas in the Project, outside of designated public parks, shall be common areas owned and maintained by the HOA. City shall have no responsibility for maintenance of such areas. Likewise, the HOA shall have no obligation to allow public uses or access on any such amenities, open space, or common areas, unless otherwise designated by Developer on a final plat.

**4.3** Community and Architectural Design Standards

**4.3.1** As a planned development, the Project will feature certain architectural design standards ("**Standards**") as specified herein, in order to ensure quality exterior appearance. Compliance with these Standards shall be the responsibility of the Developer. To the extent that the Standards in this Agreement conflict with City Ordinances, this Agreement controls. Conceptual renderings of homes that meet these Standards are depicted in Exhibit E.

**4.3.2** The following exterior materials are approved: Brick, Stone, Stucco, Fiber-Cement Siding, Pre-finished Vinyl and Metal Siding, Exposed Architectural Concrete.

**4.3.3** The following garage configurations are approved: 1-car, 2-car, Front-facing, Side-facing, Alley-loaded, Detached. No more than 10% of the units in the Project will have 1-car garages. No fewer than 90% of the units in the Project will have 2-car garages.

**4.3.4** Privacy fencing will be provided as appropriate. Fencing for screening of residential units from streets is not required.

**4.3.5** Use of color in residential exterior elevations is permitted. No restriction on color shall be imposed by the City.

**4.3.6** The following building height limits apply to buildings in the Project:

| | |
|---|---|
| Single Family Homes | 35' |
| Townhomes | 35' |
| Accessory Buildings | 20' |

**4.3.7** Residential front, rear, and side elevations will be designated by Developer on building permit applications.

**4.3.8** The following building setbacks apply for single family detached residential units:

| | | |
|---|---|---|
| Front Yard: | Street-Facing Garage (Public Road) | 22' |
| | Street-Facing Garage (Private Drive) | 20' |
| Side Yard: | between buildings. | 10' |
| | Zero lot line configuration is permitted. | 0' |
| Rear Yard: | | 10' |
| Corner Lot: | Side yard abutting road | 15' |

**4.3.9** The following building setbacks apply for townhome units:

| | | |
|---|---|---|
| Front Yard: | Street-Facing Garage (Public Road) | 22' |
| | Street-Facing Garage (Private Drive) | 20' |

| | | |
|---|---|---|
| Side Yard: | between buildings. | 15’ |
| Rear Yard: | | 10’ |

**4.3.10** The following parking requirements apply:

| | |
|---|---|
| Single Family Detached: | Minimum of 3 off-street parking spaces. This includes the garage and driveway. Tandem garages may not be used to fulfill this requirement. |
| Townhomes: | Minimum of 2 off-street parking spaces. This includes the garage and driveway. Tandem garages may not be used to fulfill this requirement. |
| Guest Parking: | Minimum of 53 off-street parking spaces, not including the garages and driveways of residences. |

**4.3.11** Rooflines shall not be flat, unless used as a small shed roof over a boxout or other architectural accent feature.

**4.3.12** Townhome units may have a single building elevation where the elevation has a range of materials (masonry, fiber cement siding, trim, etc.).

**4.3.13** Garbage cans for residences on shared private access shall be required by CC&R’s to be placed for collection upon a public street or upon the stem of the drive between the edge of the building and the public street.

## 5 Phasing.

**5.1** Phasing. The Property may be developed in Phases. The Development will be phased as justified market demand, subject to the specific requirement of this Agreement that necessary and adequate infrastructure be in place or constructed to ensure adequate and equal service to the property.

**5.2** Phase Planning. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Concept Plan, and as may be required as phased development proceeds.

## 6 Transfer of Units.

**6.1** Successor Developer. Developer may sell or transfer one or more portions of the Project to one or more sub-developers ("**Successor Developer**"), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. The City agrees to release Developer from any obligation under this Agreement upon Developer providing proof of acceptance of the obligation to be released from its successor. Developer will retain all rights and obligations hereunder with respect to unsold or untransferred portions of the Property.

**6.2** Default of Successor Developer. In the event of a default by a Successor Developer, Developer may elect, in their discretion, to cure the default of such Successor Developer.

**7 Reimbursement.**

**7.1** Reimbursement. Developer or Successor Developers may, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act) for the benefit of the Public. To the extent that such improvements go beyond the Project's proportionate impact, the City shall add such improvements to its impact fee facilities plan, and reimburse or credit Developer for such facilities as required by the rough proportionality test found in Utah Code § 10-9a-508, and in the Nollan/Dolan line of cases and by the Utah Impact Fees Act.

**7.2** Upsizing. The City shall not require the Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the City agrees to reimburse Developer for the marginal cost difference of the upsizing.

~~7.3~~ Lift Station. City will upgrade the Cranefield Lift Station for the purpose of increasing its capacity to serve both the Project and future users. Developer will pay its pro-rata share of the cost of the upgrade through impact fees paid to the City at the time each building permit for a residence in the Project is issued. City will add the lift station to the City's Impact Fee Facilities Plan applicable to the portions of the City that will use the lift station capacity.

**7.4**

~~7.4~~ Offsite Sewer Line. The Parties acknowledge that a new offsite sanitary sewer trunk line will be constructed from the northern boundary of the Project, thence north through the Cranefield golf course, and to connect with the existing trunk line which runs west from the Cranefield Lift Station ("Offsite Sewer Line"). The twelve-inch Offsite Sewer Line will ~~be constructed with~~have capacity to serve both the Project and existing and future users. Developer will manage the construction and pay ~~its pro-rata share of~~ the cost of the Offsite Sewer Line. City, or City acting through the Clinton City Sanitary Sewer Special Service District (CCSSSSD), will issue to Developer sewer impact fee credits for Developer's pro-rata share of the system improvements to the Offsite Sewer Line ~~through impact fees paid to the City~~ at the time each building permit for a residence in the Project is issued. City, or City acting through the CCSSSSD, will add the Offsite Sewer Line to the City's Impact Fee Facilities Plan applicable to the portions of the City that will use the Offsite Sewer Line, to enable City to obtain funding to pay ~~its~~any future developer's pro-rata portion of the Offsite Sewer Line costs. City, or City acting through the CCSSSSD, shall reimburse Developer ~~for the remaining system improvement costs for the Offsite Sewer Line in cash upon receipt of such funding.~~from impact fees, paid by future developers connecting to the Offsite Sewer Line, to reimburse developer for the capacity being used by future developers up to that portion of the cost of the Offsite Sewer Line that is for the proportional benefit of other properties. ~~If City is unable to obtain such funding within three years following completion of the Offsite Sewer Line, City shall pay such reimbursement to Developer in full from the City General Fund.~~

~~7.5 Self-Help Provision. City or its delegee will manage and execute the construction of the Offsite Sewer Line, with construction complete before February 28, 2026. In the event that Developer wishes to accelerate the construction schedule of the Offsite Sewer Line beyond what the City can to accommodate, or City notifies Developer that it is unable to complete the construction before February 28, 2026, Developer will have the right to manage and execute the construction of the Offsite Sewer Line, and to be reimbursed for any and all costs incurred which exceed its pro-rata share of Developer's cost of the Offsite Sewer Line. Developer may elect to receive such reimbursement as either an impact fee credit or as a direct payment from City.~~

**8 Approval Procedures.**

**~~8.1~~8.4** Permits. City shall not unreasonably withhold or delay the issuance of any permits except as defined in sections above.

**~~8.2~~8.5** In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default is pursued, including, but not limited to proceedings to compel specific performance by the Party in default or breach of its obligations; and

**~~8.3~~8.6** If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

**~~8.4~~8.7** For the purpose of any other provisions of this Agreement, neither City nor

Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

**8.58.8** Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

**~~9.1~~9.4** Successors and Assigns of Owner. This Agreement shall be binding upon Developer and their successors and assigns, and where the term "Developer" is used in this Agreement it shall mean and include the Successor Developers.

**~~9.2~~9.5** Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "**Notices**") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developer:
Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403
Email: lacy.richards@nilsonld.com

With a Copy To:
Dentons Durham Jones Pinegar
Attn: Brent Bateman
1557 W Technology Way #400

Lehi, UT 84043
Email: brent.bateman@dentons.com

To City:
Clinton City Corporation
2267 North 1500 West
Clinton City, UT 84015
Attn: Trevor Cahoon, City Manager

With a Copy To:

**~~9.3~~9.6** Third Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

**~~9.4~~9.7** Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

**~~9.5~~9.8** Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

**~~9.6~~9.9** Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

**~~9.7~~9.10** Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

**9.11** Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer, whose property is affected by the recording and the City.

**[Signature page follows]**

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

**CLINTON CITY CORPORATION:**

_________________________________________

Brandon Stanger, Mayor

ATTEST:

___________________________

Lisa Titensor, City Recorder

~~I (we), ________________, ________________ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.~~

The foregoing instrument was acknowledged before me this ___ day of ________________ 20__ by Brandon Stanger, Mayor of Clinton City, a Utah municipal corporation.

Subscribed and sworn to me this ____________ day of _________ 20__

_____________________________________

Notary Public

My Commission Expires: _________________

**DEVELOPER:**

_______________________________________________

By:

Its:

The foregoing instrument was acknowledged before me this ___ day of ________________ 20__ by __________________, _________ of Nilson Land Holdings, LLC, a Utah limited liability company.

Subscribed and sworn to me this ____________ day of _________ 20__

_____________________________________

Notary Public

My Commission Expires: ___________________

# EXHIBIT A
## Description of Property

**EXHIBIT B**
**Concept Plan**

# EXHIBIT C
# EMIGRATION TRAIL EXTENSION

# EXHIBIT D OPEN SPACE AMENITY PLANS

# EXHIBIT E
# ARCHITECTURAL/DESIGN CONCEPTUAL RENDERINGS

**CLINTON CITY COUNCIL WORK SESSION MINUTES**

**Date: October 14, 2025**

**Time: 6:00 PM**

**Location: 2267 N 1500 W, Clinton, UT 84015**

**Mayor: Brandon Stanger**

**City Council: Spencer Arave, Marie Dougherty and Gary Tyler, Dane Searle was excused**

**Staff:** Police Chief Shawn Stoker, Assistant Public Works Director Kasey Jensen, Engineer Bryce Wilcox, Fire Chief Jason Poulsen, Recreation Director Brooke Mitchell

**Attendees:** Hannah Klebe, Mary Frederickson, Terry Tremea, Chandra Weisbecker, Jennifer Christensen, Deanna Larsen

---

**CALL TO ORDER**

Mayor Stanger called the meeting to order at 6:00 PM.

**ROLL CALL**

Mayor Stanger, Councilmembers Arave, Dougherty and Tyler were present and Councilmember Searle was excused.

**PUBLIC INPUT**

**1. CITY COUNCIL VACANCY AND ELECTION DISCUSSION**

Mayor Stanger opened the meeting and outlined the two agenda items: (1) the process to fill the council vacancy following Councilmember Gray's resignation, and (2) discussion on the tax rate denial and budget implications.

He explained the Utah Code §20A-1-510 requirement to fill the vacancy within 30 days but noted the timing overlaps the upcoming election. He recommended postponing the appointment until after the election to avoid perceived unfairness to candidates currently running.

Councilmember Dougherty agreed, noting that appointing either a current candidate or a non-candidate could create public perception issues.

City Manager Cahoon clarified that the only consequence for missing the 30-day deadline is a reminder letter from the Lt. Governor's Office, which provides another 30 days to complete the appointment.

The Council agreed to notice the vacancy for at least 14 days as required by statute, open applications prior to the election, close them on November 10, 2025, and hold interviews and the appointment on November 18, 2025 at 6:00 p.m. in a special meeting. All applicants will be interviewed publicly and consistently.

**2. TAX RATE DENIAL AND BUDGET STRATEGY**

Mayor Stanger reported that the Utah State Tax Commission denied the City's certified tax rate adjustment. He explained the City could pursue legal action, but doing so would be costly and impractical.

Councilmembers Dougherty and Arave agreed not to appeal the decision. City Manager Cahoon outlined the financial position and explained that using fund balance would temporarily drop reserves from about 25% to 21–22%, still within the State-allowed range (5%–35%), but cautioned that those funds should be replenished quickly.

**3. COUNCIL AND STAFF COMMENTS**

Jennifer Christensen Steele opposed cuts to personnel and supported delaying certain capital projects and using a mix of general fund balance and project postponements.

Councilmember Arave supported using fund balance for the current year, emphasizing replenishment next year.

Councilmember Dougherty stressed caution in cutting capital projects tied to grants, such as the roundabout project, to avoid losing federal funding.

Councilmember Tyler delivered a passionate statement emphasizing that repeated warnings about underfunding have been ignored. He urged the Council to plan multi-year tax increases rather than temporary fixes and advocated for reducing some public services to help residents understand the consequences of underfunding.

Councilmember Searle supported delaying capital projects where feasible and using a portion of fund balance but noted concerns about long-term impacts and inflation.

Police Chief Stoker reported the loss of three officers within weeks, largely tied to wages. Clinton PD now has one-third of its force with under three years' experience and lacks competitive salary structure and lateral recruitment ability.

City Manager Cahoon described the regional 'arms race' in police pay and emphasized preparing for future adjustments. He noted staffing challenges across all departments.

Fire Chief Polson confirmed $60,000 was already cut from operations from the fire department budget and noted the need for parity between fire and police pay.

Public Works Director Kasey Jensen stated streets are already behind schedule and further cuts would worsen the backlog. He explained enterprise funds cannot offset general fund shortfalls.

City Engineer Bryce Wilcox confirmed the 1500 West roundabout has a $400,000 City match with $200,000 budgeted this year and $60,000 immediately needed to maintain grant eligibility.

Community Development Director Peter Matson noted efficiency gains through online permitting and licensing systems.

Recreation Director Brooke Mitchell reported most recreation costs are offset by program fees; community events have minimal budget impact.

**4. SUMMARY OF COUNCIL CONSENSUS**

• Vacancy: Notice immediately; interviews and appointment on November 18, 2025.
• Budget: No further staff cuts; delay or re-prioritize capital projects; use general fund balance (approx. 22%) with a plan to replenish; begin planning for a property tax adjustment in early 2026.

**5. ADJOURNMENT**

The work session adjourned at approximately 8:15 p.m.

***Reviewed and Approved by the Clinton City Council this 28th of October 2025***

***/s/ Lisa Titensor***
***Clinton City Recorder***

# CLINTON CITY COUNCIL STAFF REPORT

**2267 N 1500 W, Clinton, UT 84015**

| | |
|---|---|
| **MEETING DATE:** | October 28 |
| **CONSENT AGENDA** | x |
| **BUSINESS AGENDA** | |
| **PETITIONER(S):** | David Williams, Bryce Wilcox |
| **TYPE OF VOTE:** | Roll call vote of consent agenda |
| **SUBJECT:** | 1300 N 1500 W roundabout- 3rd quarter funding agreement |

**RECOMMENDATION:**

That Council enter into the Interlocal Cooperation transportation project reimbursement agreement with Davis County for the 1300 N 1500 W roundabout project.

**FISCAL IMPACT:**

$2,500,000.00

**SUMMARY:**

Clinton City applied to Davis County for 3rd quarter transportation funding to help with the costs for the 1300 N 1500 W roundabout and street improvement project. Davis County awarded the city $2,500,000.00. The city needs to match it with 10%. The city has also received funding from Wasatch Front for this project.

**ATTACHMENTS:**

Agreement

–

# INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this "Agreement") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the "County"), and Clinton City, a municipal corporation of the State of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement or may be solely referred to as a "Party" in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the "Act"); and

WHEREAS, Utah Code Section 59-12-2217 ("Section 59-12-2217"), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments ("DCCOG") is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation ("UDOT'), and the Utah Transit Authority ("UTA"), on or about May 30, 2024, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the "Application"), to the County, on or before July 12, 2024, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the 1300 N 1500 W Roundabout Project (the "Project") (A copy of the Project Cost Estimate (the "Cost Estimate") is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 16, 2024 (the "Priority List"); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on December 3, 2024; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

1. **Purpose**. The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.

2. **The City's Duties, Obligations, Responsibilities, or Otherwise**.

   2.1. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application on or before December 31, 2029.

2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
2.4. The City shall ensure that the Project complies with the American Public Works Association ("APWA") standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

3. **The County's Duties, Obligations, Responsibilities, or Otherwise**. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed $2,500,000.00, only upon all of the following being timely and completely satisfied by the City:

3.1. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County;
3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

4. **Progress Payments Authorized**. The City may, no more frequently then quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City's reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed $2,500,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.

5. **Effective Date of this Agreement**. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").

6. **Term of Agreement**. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the "Term"), subject to the termination and other provisions set forth in this Agreement.

7. **Termination of Agreement**. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

7.1. The mutual written agreement of the Parties;
7.2. By either Party:

7.2.1. After any material breach of this Agreement;
7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
7.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and

7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. **Indemnification; Hold Harmless**. The City shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and

all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, “Resolution Expenses”) (Losses and Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City’s officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party’s material breach of this Agreement. The City’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City’s obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.

9. **Notices**. All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

| To the City: | To the County: | With a Copy to: |
|---|---|---|
| Clinton City<br>Attention: David Williams<br>2267 N 1500 W<br>Clinton, UT 84015 | Davis County<br>Attn: CED Director<br>P.O. Box 618<br>Farmington, UT 84025 | Davis County<br>Attn: Attorney’s Office, Civil Division<br>P.O. Box 618<br>Farmington, UT 84025 |

10. **Damages**. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

11. **Governmental Immunity**. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the “Immunity Act”), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.

12. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.

13. **Interlocal Agreement Provisions**. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

14. **Employees Performing Services under This Agreement**. The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.

15. **Force Majeure**. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States

Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

16. **Assignment Restricted**. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

17. **Waiver**. A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

18. **Entire Agreement**. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

19. **Amendment**. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

20. **Governing Law; Exclusive Jurisdiction**. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

21. **Severability**. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

22. **Counterparts**. This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

CLINTON CITY

________________________________________
Mayor
Dated:___________________________________

ATTEST:

__________________________________
Clinton City Recorder
Dated:_____________________________

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

__________________________________
Clinton City Attorney
Dated:_____________________________

DAVIS COUNTY

________________________________________
Chair, Davis County Board of Commissioners
Dated:___________________________________

ATTEST:

__________________________________
Davis County Clerk
Dated:_____________________________

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

__________________________________
Davis County Attorney’s Office, Civil Division
Dated:_____________________________

# CLINTON CITY COUNCIL STAFF REPORT

**2267 N 1500 W, Clinton, UT 84015**

| | |
|---|---|
| **MEETING DATE:** | OCTOBER 28, 2025 |
| **CONSENT AGENDA** | x |
| **BUSINESS AGENDA** | |
| **PETITIONER(S):** | David Williams, David Sottosanti |
| **TYPE OF VOTE:** | Roll Call |
| **SUBJECT:** | Purchase a new vehicle |

**RECOMMENDATION:**

Purchase of 2025 F150 State Contract MA3790

**FISCAL IMPACT:**

$57,169.14 This price includes upfit, and subtraction of insurance payout.

GL 41-4065

**SUMMARY:**

One of our police vehicles was involved in an accident. Insurance determined the vehicle was a complete loss. The City will be paid by insurance $12,341.00 for the loss of the vehicle. The Police Department will need to replace this vehicle.

**ATTACHMENTS:**

Vehicle purchase bid

Vehicle upfit bid

# Premier Vehicle Installation,

3037 S 300 W
South Salt Lake, UT 84115

# Estimate

| Date | Estimate # |
|---|---|
| 10/22/2025 | 33932 |

| Name / Address |
|---|
| Clinton PD<br>2209 North 1500 West<br>Clinton, UT 84015 |

| P.O. No. | Terms | Rep |
|---|---|---|
| | Net 30 | FVS |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| Customer supplied | Used 48" Sound Off Nforce Lightbar | 1 | 0.00 | 0.00 |
| EMPS2STS5RBW | mpower™ 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White - grille | 4 | 163.58 | 654.32 |
| EMPS2QMS4J | mpower™ 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue - 2 for between tailgate & bumper 2 for side emblem | 4 | 151.20 | 604.80 |
| PVI3DF150SW | F-150 Side Emblem Wedge | 2 | 9.95 | 19.90 |
| ESLRL61158 | SoundOff SL Running Light, 61" - 5 Module, Tricolor Red/Blue/White | 2 | 394.93 | 789.86 |
| PSLVBK06 | Mounting Kit for SL Running Light (Running Board Mount) includes: Bracket & Hardware Kit, Ford F-150 2015-2023 (only for Black Platform Running Boards, Step Bars in Chrome and Accent-Color, or Angular Step Bars in Accent-Color, Chrome and Stone Gray) | 2 | 46.80 | 93.60 |
| ETFBSSN-P | SoundOff Flashback 100% Solid State | 1 | 63.09 | 63.09 |
| ENGSA5200RSP | bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 200 watt dual-tone | 1 | 1,160.40 | 1,160.40 |
| ENGND04102 | bluePRINT 2nd Gen Remote Node with Magnetic ID | 1 | 229.80 | 229.80 |
| ENGHNK05 | Remote Node Harness 2nd Gen | 1 | 54.92 | 54.92 |
| ENGLMK013 | bluePRINT Link® Micro Kit, includes Module and Vehicle Harness for Ford Super Duty F-250-F-550, 2023-2024, Ford F-150, 2024 and Ford Police Interceptor Utility (PIU) 2025 | 1 | 438.16 | 438.16 |
| ENGSYMD01 | bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified | 1 | 302.62 | 302.62 |

**Total**

| Phone # | E-mail |
|---|---|
| 801 - 478-3062 | clint@premiervehicle.com |

Signature

# Premier Vehicle Installation,

3037 S 300 W
South Salt Lake, UT 84115

# Estimate

| Date | Estimate # |
|---|---|
| 10/22/2025 | 33932 |

| Name / Address |
|---|
| Clinton PD<br>2209 North 1500 West<br>Clinton, UT 84015 |

| P.O. No. | Terms | Rep |
|---|---|---|
| | Net 30 | FVS |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| ETSS100J | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt | 2 | 234.27 | 468.54 |
| ETSSVBK14 | 100J/100U Series Speaker Bracket (no drill) for the Ford F-150 Police Responder 2021 - 2025, Frame Mount Driver Side | 1 | 40.80 | 40.80 |
| ETSSVBK15 | 100J/100U Series Speaker Bracket (no drill) for the Ford F-150 Police Responder 2021 - 2025, Frame Mount Passenger Side | 1 | 40.80 | 40.80 |
| PDU-13SS-PV | D & R Power Distribution Unit, 13 outputs, 4 Digit LED display, battery voltage monitoring, Individual LED fuse status indicator. 5 Constant outputs at 20 amp, 5 Ignition Outputs at 20amps, 3 Timed Outputs at 20 amps outputs | 1 | 195.00 | 195.00 |
| MRCB100 | 100 Amp Resettable Relay | 1 | 26.50 | 26.50 |
| 46096 | Power Fuse Module | 1 | 21.03 | 21.03 |
| PVIB2 | Fuse Holder Bracket | 1 | 12.30 | 12.30 |
| PJ822-VK | 43212108 BROTHER MOBILE SOLUTIONS : PJ8 Vehicle Kit Includes: PJ822 Printer, DC Vehicle Adapter, Battery Cavity Mounting Block, USB C Cable, Drivers and Configuration Software, Premium Paper Roll and Special Configuration (Auto Power On, No Auto Shut Off). | 1 | 495.00 | 495.00 |
| C-VSW-1700-F15... | Havis Vehicle-Specific 17" Wide Flat Console With Internal PocketJet 8 Printer Mount for 2021-2025 Ford F-150 Police Responder, Special Service vehicle (SSV), 2023-2025 Ford F-250, 350, 450 XL & XLT Super Duty pickup, F-450 & 550 cab chassis & F-600 Chassis Cab | 1 | 962.25 | 962.25 |
| C-LP2-USB-BL2 | Havis Console Accessory Bracket With 2 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger And 2 Blanks For Rectangular Accessories (2") | 1 | 126.75 | 126.75 |

**Total**

| Phone # | E-mail |
|---|---|
| 801 - 478-3062 | clint@premiervehicle.com |

Signature

# Premier Vehicle Installation,

3037 S 300 W
South Salt Lake, UT 84115

# Estimate

| Date | Estimate # |
|---|---|
| 10/22/2025 | 33932 |

| Name / Address |
|---|
| Clinton PD<br>2209 North 1500 West<br>Clinton, UT 84015 |

| P.O. No. | Terms | Rep |
|---|---|---|
| | Net 30 | FVS |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| CUP2-1001 | Havis Self-Adjusting Double Cup Holder (4"). The CUP2-1001 can be removed for cleaning without the use of tools. | 1 | 52.50 | 52.50 |
| C-ARM-109 | Havis internal mount armrest. 3.15" accessory pocket depth with felt liner. Uses 4" of equipment space in console. | 1 | 269.25 | 269.25 |
| C-EB40-SO5-1P | Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series | 1 | 0.00 | 0.00 |
| C-EB25-XTL-1P | Havis 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500, & APX-8500 | 1 | 0.00 | 0.00 |
| C-FP-05 | Plate. 0.5" | 1 | 0.00 | 0.00 |
| C-APW-0744-1 | 7" Accessory Pocket, 4.4" Deep for 3.3"W Section of Wide Consoles | 1 | 26.25 | 26.25 |
| C-FPW-3 | Havis 3" Filler Plate for Wide VSW Consoles | 1 | 0.00 | 0.00 |
| C-FPW-15 | Havis 1-1/2" Filler Plate For Wide VSW Consoles | 1 | 0.00 | 0.00 |
| C-HDM-214 | Havis 8.5" Heavy-Duty Telescoping Pole, Side Mount | 1 | 142.50 | 142.50 |
| C-MD-119 | Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter | 1 | 284.25 | 284.25 |
| UT-1001 | Havis Universal Rugged Cradle For Approximately 11"-14" Computing Devices | 1 | 262.50 | 262.50 |
| 425-3816 | Magnetic Mic Clip - Single Pack | 2 | 42.75 | 85.50 |
| C-MCB | Havis Mic Clip Bracket | 2 | 15.00 | 30.00 |
| CA-0129 | D & R Map Light, Red & Clear, 3 Light Levels, 280 Degree Rotating Head, 12". | 1 | 89.04 | 89.04 |
| 3/4" NMO Coax | 3/4" NMO Coax -- 17' | 1 | 15.00 | 15.00 |
| Phantom 800 Ante... | PULSE SHADOW LOW PROFILE TRANSIT - NMO MOUNT 698 - 960 MHz 4.5 dBi, BLACK (SLPT698/960NMO) | 1 | 42.20 | 42.20 |
| Customer supplied | Motorola APX6500 Remote Radio | 1 | 0.00 | 0.00 |

**Total**

| Phone # | E-mail |
|---|---|
| 801 - 478-3062 | clint@premiervehicle.com |

Signature

# Premier Vehicle Installation,

3037 S 300 W
South Salt Lake, UT 84115

# Estimate

| Date | Estimate # |
|---|---|
| 10/22/2025 | 33932 |

| Name / Address |
|---|
| Clinton PD<br>2209 North 1500 West<br>Clinton, UT 84015 |

| P.O. No. | Terms | Rep |
|---|---|---|
| | Net 30 | FVS |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| 3716 | Wagan Slimline 500W Inverter | 1 | 63.90 | 63.90 |
| Misc. | Extension Cord w/4 outlet surge protector | 1 | 34.95 | 34.95 |
| PS-21F1-SC-OS-... | 2021+ Ford F150 Single Cell Kit, Officer Safe Seat Belt System and Cargo Partition with Vertical Window Guard Passenger Side | 1 | 4,212.00 | 4,212.00 |
| DP-F150-15-PS | Troy 2021+ Ford F-150 Passenger side door panel | 1 | 128.80 | 128.80 |
| Shipping/Freight | Shipping or Freight Charges: | 1 | 320.00 | 320.00 |
| WEI-004 | Dual Weapons System with Dual Handcuff Locks | 1 | 435.00 | 435.00 |
| 221010-0002 | 221010-0002 H3 Halogen 6" Spotlight Black (330) (S04) LH | 1 | 200.20 | 200.20 |
| 9078 | 9078 Installation Kit LH | 1 | 56.00 | 56.00 |
| QTE151 | Par46 LED Spotlight Replacement | 1 | 110.00 | 110.00 |
| XF4 | Decked XF4 for 2016+ Ford F-150 with CrossBox and Dividers 5'6" Bed | 1 | 1,450.00 | 1,450.00 |
| Misc. | BAKflip MX4 Tonneau Cover 448339 for F-150 w/5'6" bed | | 1,175.00 | 1,175.00 |
| Tremco Antitheft ... | Tremco Anti Theft Device | 1 | 151.46 | 151.46 |
| Tint-Truck/Sedan | Truck/Sedan Window Tint<br>Ceramic IR Series<br>2 Ply – 1.5 mil Nano-Ceramic IR Construction<br>Exceptional Heat Rejection 85%<br>99% UV Rejection<br>Excellent Optical Quality<br>20% Rear Windows 20% Front Windows | 1 | 300.00 | 300.00 |
| Graphics | Print & Install Decals | 1 | 840.00 | 840.00 |
| Customer supplied | M500 Video System | 1 | 0.00 | 0.00 |
| Customer supplied | MPH Bee III Radar | 1 | 0.00 | 0.00 |
| Install Kit | Installation Materials - (Wire, Loom, Fasteners, Wire Ties, Electrical Tape, Relays, Fuses, Nuts & Bolts, Screws, Silicone) | 1 | 290.40 | 290.40 |

**Total**

| Phone # | E-mail |
|---|---|
| 801 - 478-3062 | clint@premiervehicle.com |

Signature

# Premier Vehicle Installation,

3037 S 300 W
South Salt Lake, UT 84115

# Estimate

| Date | Estimate # |
|---|---|
| 10/22/2025 | 33932 |

| Name / Address |
|---|
| Clinton PD<br>2209 North 1500 West<br>Clinton, UT 84015 |

| P.O. No. | Terms | Rep |
|---|---|---|
| | Net 30 | FVS |

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| Install Labor | Install: Lightbar, 4 LEDs in grille, Rear Traffic Director, Side Emblem LEDs, Rear Bumper/Tailgate LEDs, Side Runner LEDs, bluePRINT control/siren system w/sync, siren speakers, PDU-Fuses-Circuit Breaker-Relays, Center Console w/accessories, Computer Mount & Tray, Weapon Mount, Coax & Antenna, Radio, Inverter w/Outlets, SPT Cage & Partition, Spotlight, Decked Storage Box, Tonneau Cover, Anti-Theft Device, Video System, Radar | 44 | 110.00 | 4,840.00 |
| | 2026 F-150 Patrol | | | |

**Total** $22,707.14

| Phone # | E-mail |
|---|---|
| 801 - 478-3062 | clint@premiervehicle.com |

Signature ______________________________

# 2025 F-150

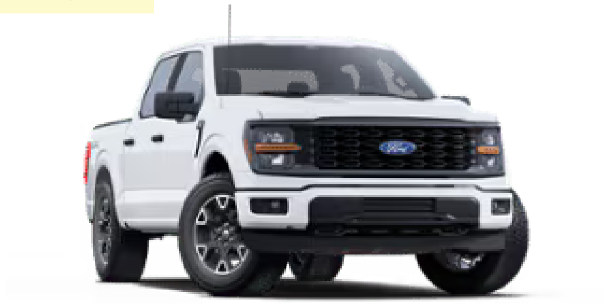
**F-150**

**200A** Ken Garff Government Price $46,803.00

**$51,560** MSRP

State Contract MA3790

**VIN:** 1FTEW2LP8SKE34280
**Stock ID:**



**Exterior Color**
OXFORD WHITE

**Interior Color**
BLACK

Window Sticker

Invoice

18 City / 23 Hwy
**EPA Estimated MPG**

### Power & Handling

2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

### Exterior Features

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP
- (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

### Interior Features

- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP,
- COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

### Functional

- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/

- SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORDPASS CONNECT 5GWI-FI
- HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

**Safety/Security**

- ADVANCETRAC WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS
- TIRE PRESSURE MONIT SYS

**Warranty**

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

**Options**

- 2025 MODEL YEAR
- OXFORD WHITE
- BLACK STX CLOTH 40/CON/40
- EXTENDED RANGE 36GAL FUEL TAN
- 2.7L V6 ECOBOOST
- ELEC TEN-SPEED AUTO TRANS
- 275/60R20 BSW ALL-TERRAIN
- 3.55 RATIO REGULAR AXLE
- 6650# GVWR PACKAGE
- JOB #2 ORDER
- FLEET ADVERTISING CREDIT
- FRONT LICENSE PLATE BRACKET
- 50 STATE EMISSIONS
- 20" DARK GRAY W/MACH ALUM WHLS
- WMI GVW CLASS II AIRBAG W/SIDE
- EQUIPMENT GROUP 200A
- COLOR-COORDINATED CARPET
- CPA FLEET INCENTIVE (56A)
- MANUAL AIR CONDITIONING
- AM/FM STEREO
- LED FOG LAMPS
- EXTENDED RANGE 36GAL FUEL TANK
- STX SERIES
- STX CLOTH 40/CON/40
- BLACK
- PRIVACY GLASS W/REAR DEFROSTER

**Dealer Add-ons**

# CLINTON CITY COUNCIL STAFF REPORT

**2267 N 1500 W, Clinton, UT 84015**

| | |
|---|---|
| **MEETING DATE:** | October 28 |
| **BUSINESS AGENDA** | X |
| **PETITIONER(S):** | Trevor Cahonn |
| **TYPE OF VOTE:** | None |
| **SUBJECT:** | Employee Service Awards |

**RECOMMENDATION:**

That Council recognize the following individuals for their dedicated service to Clinton City.

**SUMMARY:**

Richard Knudsen 10 years

Amy Durrans 10 years

**ATTACHMENTS:** None

# CLINTON CITY COUNCIL STAFF REPORT

**2267 N 1500 W, Clinton, UT 84015**

| | |
|---|---|
| **MEETING DATE:** | OCTOBER 28, 2025 |
| **CONSENT AGENDA** | x |
| **PETITIONER(S):** | Marie Dougherty Board Member, Mosquito Abatement |
| **TYPE OF VOTE:** | None |
| **SUBJECT:** | Notice of Mosquito Abatement District Tax Increase |

## RECOMMENDATION:

Review of the Public Hearing Notice

## SUMMARY:

NOTICE OF PROPOSED TAX INCREASE

The Mosquito Abatement District-Davis is proposing to increase its property tax revenue. The Mosquito Abatement District-Davis tax on a $600,000.00 (average value of Davis County residence) residence would increase from $30.69 to $38.61, which is $7.92 per year. The Mosquito Abatement District-Davis tax on a (average value of business) would increase from $55.80 to $70.20, which is $14.40 per year. If the proposed budget is approved, Mosquito Abatement District-Davis would receive an additional $1,000,000.00 in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, Mosquito Abatement District-Davis would increase its property tax budgeted revenue by 26.18% above last year's property tax budgeted revenue excluding new growth. The Mosquito Abatement District-Davis invites all concerned citizens to a public hearing for the purpose of hearing comments regarding the proposed tax increase and to explain the reasons for the proposed tax increase. You have the option to attend or participate in the public hearing in person or online.

PUBLIC HEARING

Date/Time: Location: December 11, 2025 at 7:00. 85 North 600 West, Kaysville, UT. 84037

Virtual Meeting Link:

To obtain more information regarding the tax increase, citizens may contact the Mosquito Abatement District-Davis at 801-544-3736 or visit davismosquito.org.

- Average Resident in Davis County Value at $600,000.00
- Increase on Residence $30.69 to $38.61
- Residence increases $7.92 per year $0.66 per month
- Increase on a Business $55.80 to $70.20

- Business increases $14.40 per year $1.20 per month
- $1,000,000.00 increase
- Percentage increase of budgeted revenue is 26.18%
- Estimated Building Project Cost – Total 9,200,000.00
- 15 Year Loan $855,550.00 per year payment

TAX INCREASE USAGE POINTS

- Pesticide Storage Building – The current pesticide storage building was built 27 years ago and does not accommodate the high use of palleted material or larger quantities of liquid product. We need to be able to safely handle and properly store mosquito control products. Liquid products are increasing and the containers being received have a higher capacity of product so we need to be able to properly contain those products and store larger quantities of liquid adulticide products
- Chemical Usage – Mosquito control product usage has changed a great deal. Regular occurrence of West Nile Virus, new products becoming available for use, and the growth of the county has increased the need for adult mosquito control products. The growth of subdivision in Davis County moving closer and closer to the mosquito habitat has required us to use more products and increase our equipment use to cover the increased amounts of streets and subdivisions for adult mosquito control.
- New Adulticide – A new mosquito adulticide product has become available. The mosquitoes have built some resistance to the product that has been used for many years. This new product is very effective but costly. It will also help reduce the resistance to the cheaper product to increase its use more into the future. (cost example $75.00 per gallon for current product to $295.00 per gallon for new product)
- Drone Usage - implementation of the use of spray drones. This has been a good beneficial addition to the control of mosquito larvae. The implementation of drone use has increased the amount of granular product coming into the facility and increased the need for safer handling and proper storage of the granular products. Our current building is not set up for easy use movement of palleted products.
- Laboratory and Mosquito Surveillance – Surveillance is a key component of our operations. In-house RT-PCR testing for mosquito borne diseases is critical to reacting to virus activity in a timely manner. Currently the surveillance and laboratory operations are being conducted out of multiple building used for operations and storage. We are increasing our lab capacity and surveillance capabilities and adding new CO2 tank traps.
- Employee Needs – The increase of personnel especially seasonal employees has exceeded capacity in our locker rooms. Expansion of locker room facilities for the employees is needed to accommodate the current employee numbers and potential growth of the future. Additional office space for full time employees is needed.