



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

September 22, 2026

Live stream can be found on YouTube at [youtube.com/@ClintonCityUtah](https://www.youtube.com/@ClintonCityUtah)

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

Mayor
Marie Dougherty

City Council
Spencer Arave
Jennifer Christensen
Chris Danson
Adam Larsen
Dane Searle

7:00 PM REGULAR COUNCIL MEETING

1. Pledge of Allegiance
2. Invocation – Councilmember Chris Danson
3. Roll Call
4. Recognition - Front-Line Staff for Their Efforts on the Recycling Program
5. Recognition - Employee Service Awards for Third Quarter 2026

PUBLIC INPUT

Any public member who wishes to address the Council will be allowed up to three minutes to make their presentation. According to the Utah State Code, the Council cannot vote on items not advertised on the agenda.

BUSINESS

1. Approval of Powerline Park Playground Replacement
2. Resolution 23-26, Creation of an Audit Committee and Appointments

CONSENT ITEMS

1. Dispatch Fees for Police and Fire
2. Approval of Minutes: September 8, 2026 City Council Work Session and City Council Meeting
3. Approval of Accounts Payable: None

OTHER BUSINESS

1. Council Reports
2. Mayor's Report
3. Action Item Review

ADJOURN

Dated this 15th day of September 2026
/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 STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	September 22, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	City Administration				
TYPE OF VOTE:	ROLL CALL	n/a	VOICE	n/a	
SUBJECT:	Recognition of Staff for the Recycling Program Rollout				
RECOMMENDATION:	Recognize Gwen Hansen, Jamie Pengelly, Megan Coleman, Wade Smith and Alonna Foster for their outstanding work during the recycling program rollout.				

FISCAL IMPACT:

None.

SUMMARY:

Rolling out a brand new citywide recycling program was a big undertaking. There were thousands of carts to get delivered. There were accounts to update. Residents had questions about the program, the cost, opt-outs, cart delivery and what they needed to do. There were also plenty of issues that came up along the way that could not have been planned for ahead of time.

Through all of that, **Gwen Hansen, Jamie Pengelly and Megan Coleman** were on the front line.

Our Customer Service and Utility Billing staff handled a huge amount of calls, emails and conversations with residents. They helped people understand the new program and worked through individual account issues. They answered the same questions over and over again while still taking care of all of the other work that comes through Customer Service every day.

That is not always easy work. When the City makes a large change like this our front line employees are often the people who hear directly from residents when they are frustrated or confused. Gwen, Jamie and Megan handled that responsibility extremely well. They were patient with people. They worked hard to find answers and they did a great job representing the City.

Wade Smith also deserves a tremendous amount of credit for the work he did on the solid waste side of the rollout. There were carts to track down, deliveries to fix and problems in the field that needed someone to actually go solve them. Wade was constantly responding to those issues and making sure residents were taken care of.

Alonna Foster was a major part of keeping everything organized within Public Works. She helped coordinate issues between residents, Customer Service and the crews in the field. She helped track down answers and made sure problems actually got resolved instead of being passed from person to person.

What I appreciate most about this group is that **they owned it**.

They did not treat recycling as someone else's program or someone else's problem. When something needed to get done they figured out how to get it done. When a resident needed help they worked to help them. When something did not go according to plan they adjusted and kept moving.

A lot of work happens behind the scenes when the City starts a program like this. Council approves the policy and Administration works through the larger pieces of implementation. But ultimately the success of a program comes down to the employees who have to make it work every single day.

For this rollout those employees were **Gwen, Jamie, Megan, Wade and Alonna.**

They were our front line. They handled the questions. They handled the complaints. They fixed problems. They worked together across departments and they continued doing their regular jobs at the same time.

They did an amazing job.

I am extremely proud of the way this team handled the recycling rollout and I am thankful for the amount of work they put into making it successful. Their work is a great example of the kind of service we want to provide as a City and they deserve to be recognized for it.

ATTACHMENTS:

None.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	September 22, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	Trevor Cahoon				
TYPE OF VOTE:	ROLL CALL	n/a	VOICE	n/a	
SUBJECT:	Employee Service Awards for the third quarter of 2026				

FISCAL IMPACT:

SUMMARY:

The following individuals are being recognized for their dedication and service to Clinton City:

Police	LARSEN, BRIAN S	9/2/2021	5
Police	ROGERS, AUSTEN D	8/20/2021	5

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	September 22, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Brooke Mitchell, Parks and Recreation Director				
TYPE OF VOTE:	ROLL CALL		VOICE		
SUBJECT:	Approval of Powerline Park Playground Replacement				

FISCAL IMPACT:

The replacement of the Powerline Park playground will be funded through RAP Tax funds. The City's Parks Crew will remove and tear out the existing playground, which will help reduce the overall project cost by avoiding the need to contract that portion of the work.

SUMMARY:

At the July 28th City Council Meeting, Council reviewed three playground proposals for the replacement of the existing playground at Powerline Park and discussed changes they wanted made to the playgrounds before they were presented to the RAP Tax Committee.

On August 19th the three proposals, with the changes requested by City Council, were presented to the RAP Tax Committee for review and consideration.

After reviewing the three proposals, the RAP Tax Committee selected the Big T Recreation playground with one minor change in the design: replacing the slider with a swing. The Committee especially liked the themed design of the playground and felt it would be a great fit for Powerline Park.

All three playground bids have been included with this staff report for the City Council to review as they make their final decision regarding the playground selection and project cost.

The playground plans will need to be submitted to Rocky Mountain Power for review and approval before the City can move forward with the project. Rocky Mountain Power may require changes to the playground plans or layout to ensure the project complies with its rules and requirements. Any changes required by

Rocky Mountain Power will need to be incorporated into the plans before the City proceeds with the playground replacement.

RECOMMENDATION:

Staff recommends that the City Council review all three playground proposals and approve a playground design and an amount of RAP Tax funding for the Powerline Park playground replacement.

Staff would also like direction from the City Council regarding the proposed concrete and sidewalk work associated with the playground installation. Council may choose to have the playground company complete the concrete work as included in its proposal, or Council may direct the Parks and Recreation Department to obtain additional bids from other contractors to determine if the City can obtain the concrete and sidewalk work at a lower cost.

If the Parks and Recreation Department obtains a lower bid for the concrete and sidewalk work, staff recommends that the City Council authorize the City to contract with the lower-cost contractor to complete that portion of the project and remove the concrete and sidewalk work from the playground company's scope of work and contract amount.

Staff further recommends that the City Council authorize City staff to begin the playground replacement process once the playground, funding amount, and direction regarding the concrete and sidewalk work have been confirmed and subject to receiving the required approval from Rocky Mountain Power and making any changes required for compliance.

ATTACHMENTS:

The playground bid proposals from all three companies are included for City Council review and consideration in making the final decision.



Big T Recreation
9180 S. 500 W. Suite A
Sandy, UT 84070
801-572-0782
Taft@bigtrec.com

QUOTE

Date	Quote #
08/28/2026	22903
Exp. Date	
	10/30/2026

Shipping Address
Clinton City 2267 N 1500 W Clinton, UT 84015

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Construction Services	Connection Side Walk Power Line Park Estimated 60 x 10 Connection Side Walk 4 inch with Prep and Base Connecting Existing Restroom side walk to playground ***Does not include Curb to Parking Lot Modifications, Saw Cutting, or ADA improvements*** ***Tax Exempt Certificate Due at Time of Order***	1	16,308.27	16,308.27

Accepted By _____ Date _____

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782 or E: taft @bigTrec.com or merit@bigTrec.com. We thank you for your business.

Subtotal 16,308.27
Tax 0.00

TOTAL \$16,308.27



Big T Recreation
9180 S. 500 W. Suite A
Sandy, UT 84070
801-572-0782
Taft@bigtrec.com

QUOTE

Date	Quote #
09/15/2026	23027
Exp. Date	
	11/27/2026

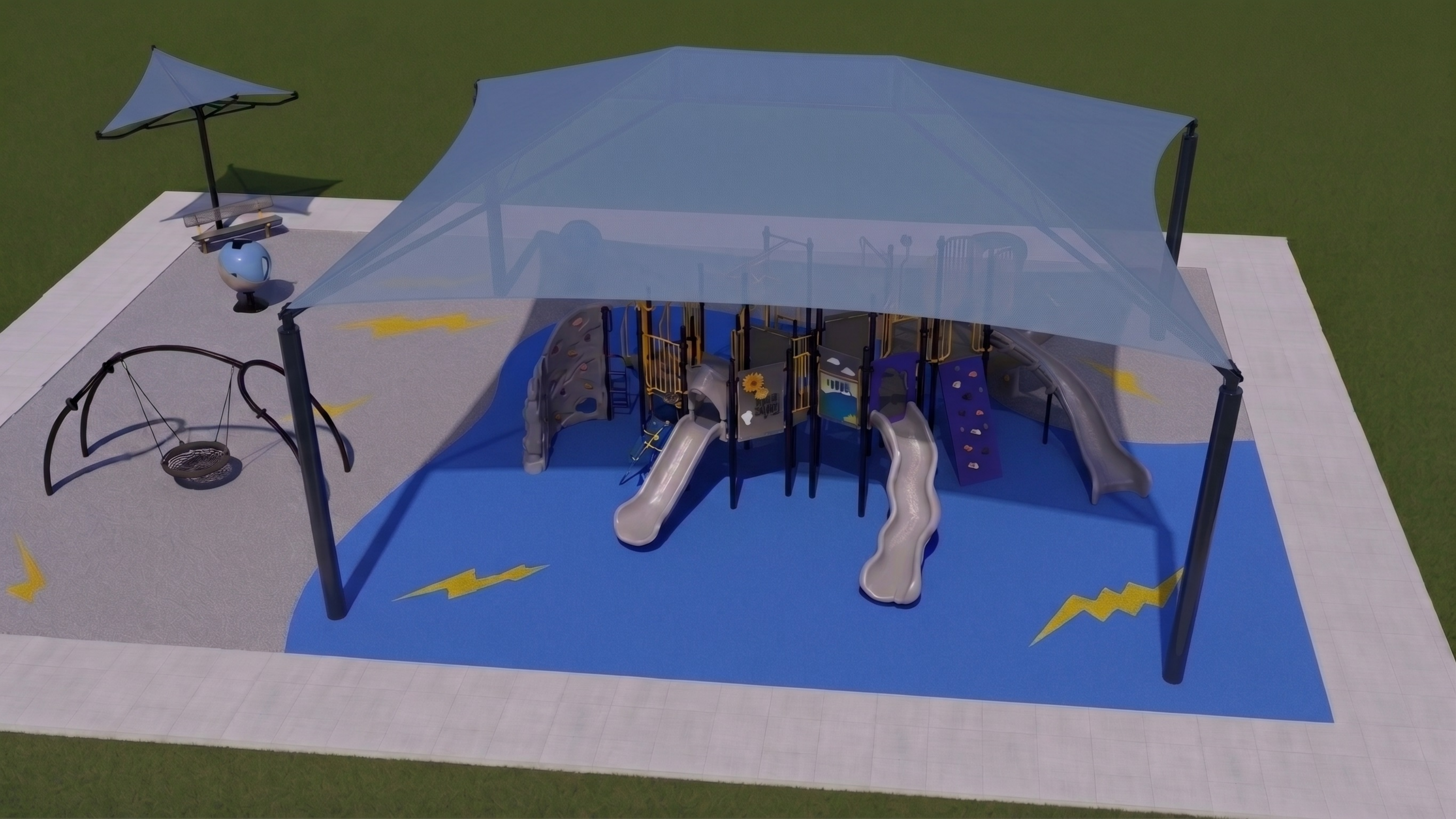
Shipping Address
Clinton City 2267 N 1500 W Clinton, UT 84015

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	PowerLine Park Playground Renovation With Added Shade over Playground New Playground By PlayWorld Design # 26-19499A Power Line Theme with Basket Swing With Single Post Shade and Benches	1	98,781.20	98,781.20
Shade Structure	Shade Structure Over Playground @ Power Line Park Playground Shade Structure L: 46 x W: 42 x H: 16 With Peak Height at 23.78ft (Under 24ft) Includes Stamped Drawings and Calculations	1	46,872.67	46,872.67
Installation	Installation of Playground and Single Post Shades	1	26,781.00	26,781.00
Installation	Installation of Shade Structure and Required Concrete Footings	1	62,912.81	62,912.81
Surfacing	PlayGrass Synthetic Turf Surfacing With CFH PAD Up to 3,265 SqFt	1	74,117.39	74,117.39
Freight	Freight Combined with Mobilization and Shade Freight	1	13,110.00	13,110.00
Construction Services	Site Prep, Base Material Supply and Compaction In Prep for Unitary Surfacing. ***Removal of Playground Equipment and Existing Surfacing Not Included and to be the responsibility of City*** Reference State Contract PA4281 ***City Tax Exemption Certificate Due at Time of Order**	1	6,180.00	6,180.00

Accepted By _____ Date _____	Subtotal	328,755.07
	Tax	0.00

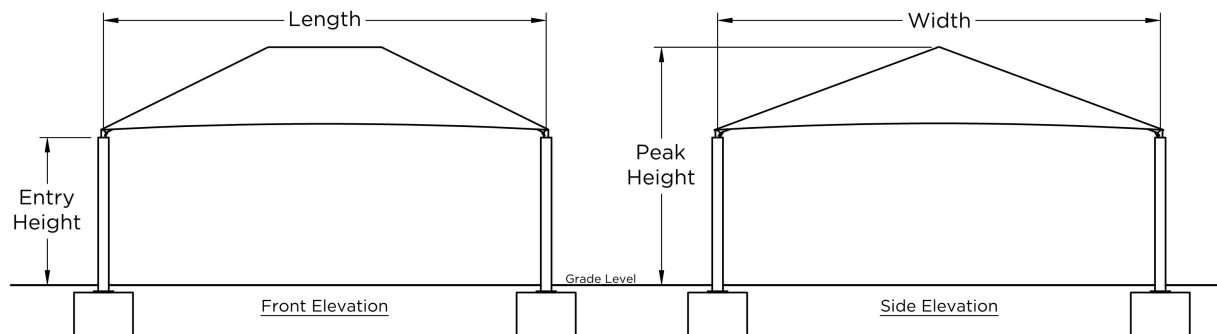
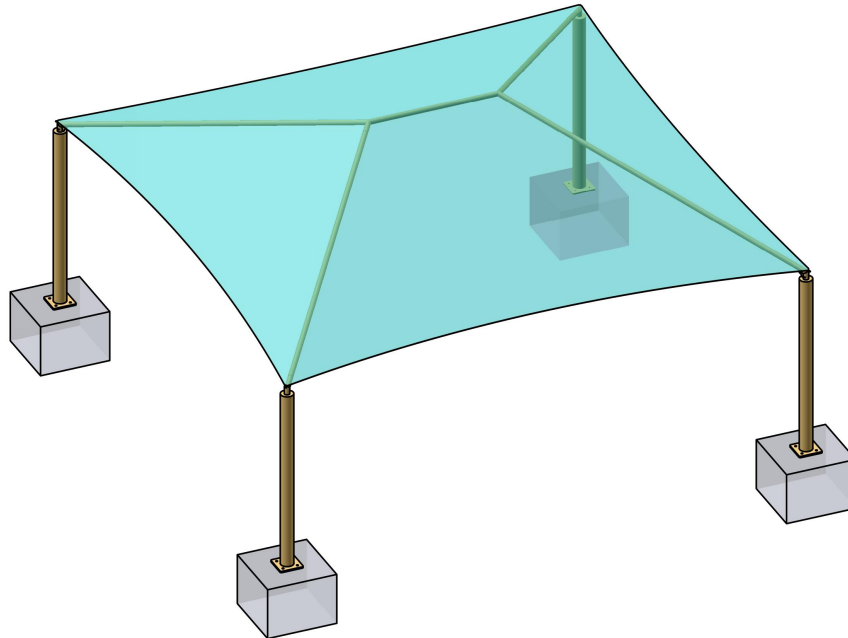
Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782 or E: taft @bigTrec.com or merit@bigTrec.com. We thank you for your business.

TOTAL	\$328,755.07
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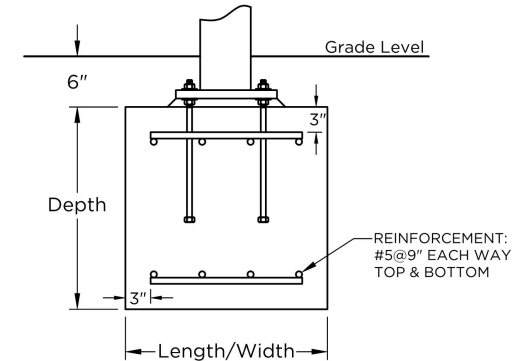


Hip Shade

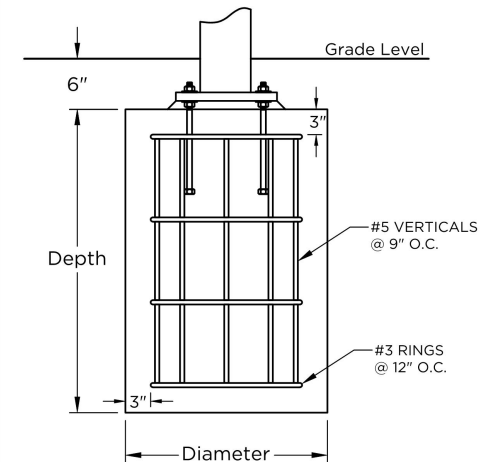
Length	46'	Width	42'	Entry Height	16'
Peak Height	23.78'	Elbow	Standard	Column Mount	Base Plate
Column Size	12"x12"x1/4"	Rafter Size	7"x5"x1/4"	Ridge Size	7"x5"x1/4"
Column Length	16.5'	Rafter Length	27.38'	Ridge Length	14.5'
Dome Qty.	1	Column Qty.	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	7.13	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	17.28	N/A



SuperiorShade

QUOTE

137542

SHADE SIZE

46 X 42

SHADE STYLE

Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.



Powerline Park

Clinton City, Utah

26-19499A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Black	 Graystone	 Gray-Black	 Gray
 Yellow	 Sky	 Blue-Yellow	
 Azure	 Yellow		
		ROPE	SHADE
		 Black	 Laguna Blue



Powerline Park

Clinton City, Utah

26-19499A

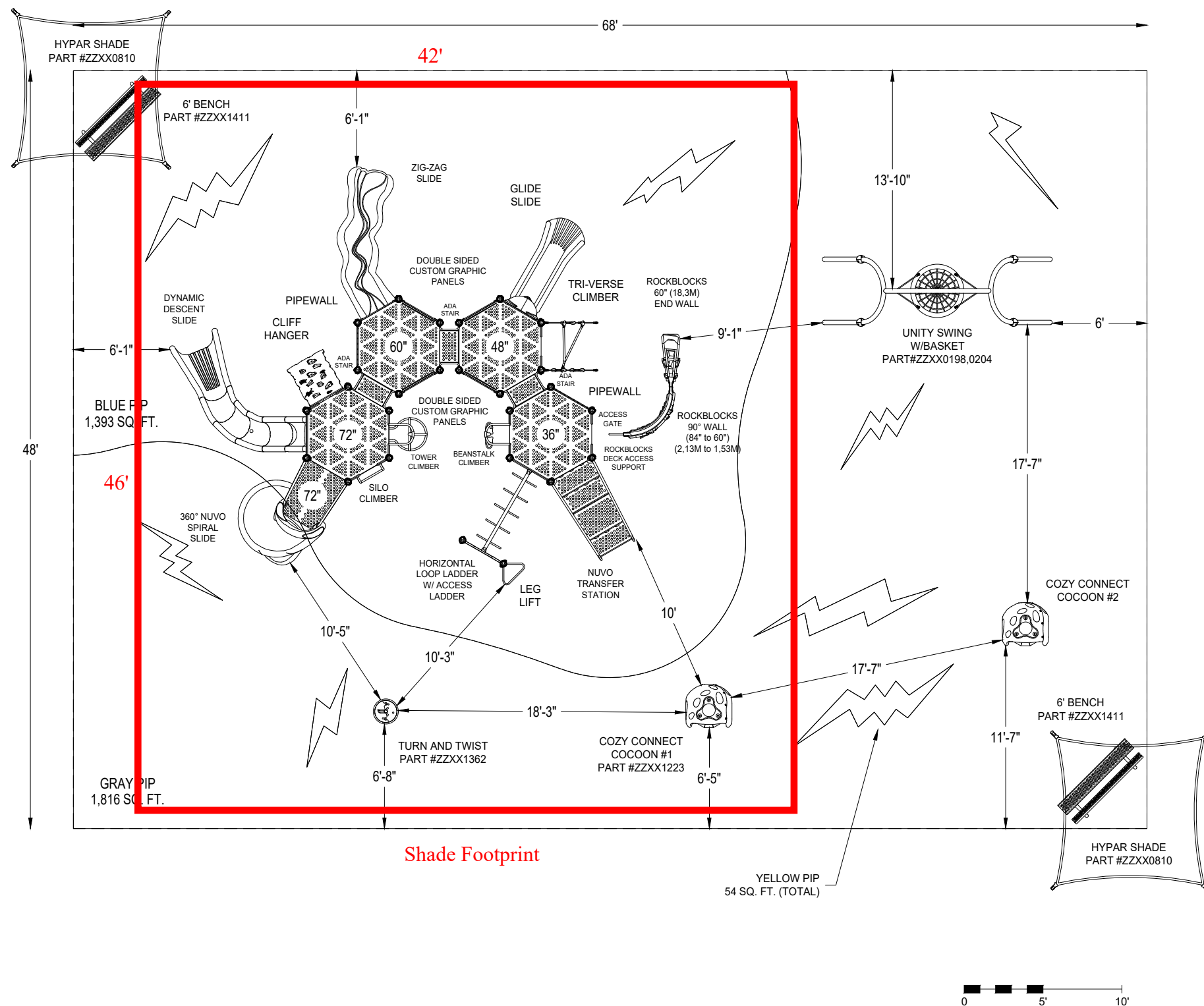
Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Black Yellow Azure	Graystone Sky Yellow	Gray-Black Blue-Yellow	Gray
		ROPE Black	SHADE Laguna Blue



BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
32'6" X 26'8" X 11'4"

USE ZONE:
68' X 48'

AREA: **3,264 Sq. Ft.** PERIMETER: **232 Ft.**

FALL HEIGHT:
8 Ft.

USER CAPACITY: **60+** AGE GROUP: **5-12**

ADA SCHEDULE	Total Elevated Play Activities: 11		
	Total Ground-Level Play Activities: 5		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	6	3	3
Provided	11	5	4

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
26-19499A

SCALE:
1/8"=1'-0"

DRAWN BY:
MICHAEL BORDNER

Paper Size

DATE:
27-AUG-26

B

POWERLINE PARK

CLINTON CITY, UT



Powerline Park

Clinton City, Utah

26-19499A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Black	 Graystone	 Gray-Black	 Gray
 Yellow	 Sky	 Blue-Yellow	
 Azure	 Yellow		
		ROPE	SHADE
		 Black	 Laguna Blue



Powerline Park

Clinton City, Utah

26-19499A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Black Yellow Azure	Graystone Sky Yellow	Gray-Black Blue-Yellow	Gray
		ROPE	SHADE
		Black	Laguna Blue



Powerline Park

Clinton City, Utah

26-19499A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Black	 Graystone	 Gray-Black	 Gray
 Yellow	 Sky	 Blue-Yellow	
 Azure	 Yellow		
		ROPE	SHADE
		 Black	 Laguna Blue



Powerline Park Option 4.0

City of Clinton



Play Area Option 4.0

Garrett Parks and Play

PO Box 57426

Murray, UT 84157

(800) 748-4608

hello@garrettplay.com**Ship To**

Clinton, UT 84015

NASPO Contract # PA 4281

Sourcewell Contract # 010521-LTS-8

Date

8/5/2026

Expires

9/4/2026

Consultant

Jordon LeBaron

Project No

26394

Project Name

Powerline Park

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
11-68-13.M Playground Equipment	714S672J Kids Choice Play Structure	1.00	\$56,152.00	\$56,152.00
11-68-13.M Playground Equipment	Hoopz Climbing Ring, 2 Angled Hyperbolix, 5 Bongo Perches	1.00	\$12,392.00	\$12,392.00
11-68-13.M Playground Equipment	5" Arch Swing, Multi-User	1.00	\$4,444.00	\$4,444.00
11-68-13.M Playground Equipment	Museum Washer Panel Stand	1.00	\$3,968.00	\$3,968.00
11-68-13.M Playground Equipment	Ten Spin	1.00	\$4,950.00	\$4,950.00
32-33-00.M Site Furnishings	Diamond Bench w/ Back 6' InGround	4.00	\$646.25	\$2,585.00
11-68-13.S Playground Equipment Installation	CPSI Certified Installation and Inspection of Opt 1	1.00	\$25,740.00	\$25,740.00



32-18-16.M Artificial Turf	3,356 SF Play Turf, 8' Fall Height, Installed, Includes Final 3-4" Compacted Stone Base Prep	1.00	\$59,735.00	\$59,735.00
13-31-23.M Fabric Shade Equipment	4 Post HIP QRE 428 40' x 24' with 12' Entry, RBP, QRE	1.00	\$17,075.00	\$17,075.00
01-00-10.O Engineering & Design Fees	Electronic Sealed Engineered Drawings	1.00	\$715.00	\$715.00
13-31-23.S Fabric Shade Installation	Installation of Hip Shade	1.00	\$8,800.00	\$8,800.00
13-31-23.M Fabric Shade Equipment	Single Post Pyramid Cantilever QRE 127 10' X 10' with 10' Entry (price if shipped with hip shade)	1.00	\$5,621.00	\$5,621.00
01-00-10.O Engineering & Design Fees	Electronic Sealed Engineered Drawings	1.00	\$715.00	\$715.00
13-31-23.S Fabric Shade Installation	Installation of Shade	1.00	\$3,300.00	\$3,300.00
02-41-00.S Demolition	Demo, Haul Off, Dispose of Existing Structure	1.00	\$5,500.00	\$5,500.00
02-41-00.S Demolition	Demo, Haul Off, Dispose of Existing Sand	1.00	\$3,300.00	\$3,300.00
02-41-00.S Demolition	Excavation, Haul Off, and Disposal Fee of Sidewalk Area	280.00	\$3.30	\$924.00
32-90-00.S Site Preparation Services	Site Prep with Compacted Stone Base for Sidewalk	280.00	\$6.60	\$1,848.00



32-16-13.S Concrete Sidewalks	62 LF Concrete Sidewalk, 4' Width	280.00	\$13.20	\$3,696.00
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Subtotal	\$221,460.00
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Sales Tax (0.00%)	\$0.00
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TOTAL	\$221,460.00
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Required Deposit	\$55,365.00
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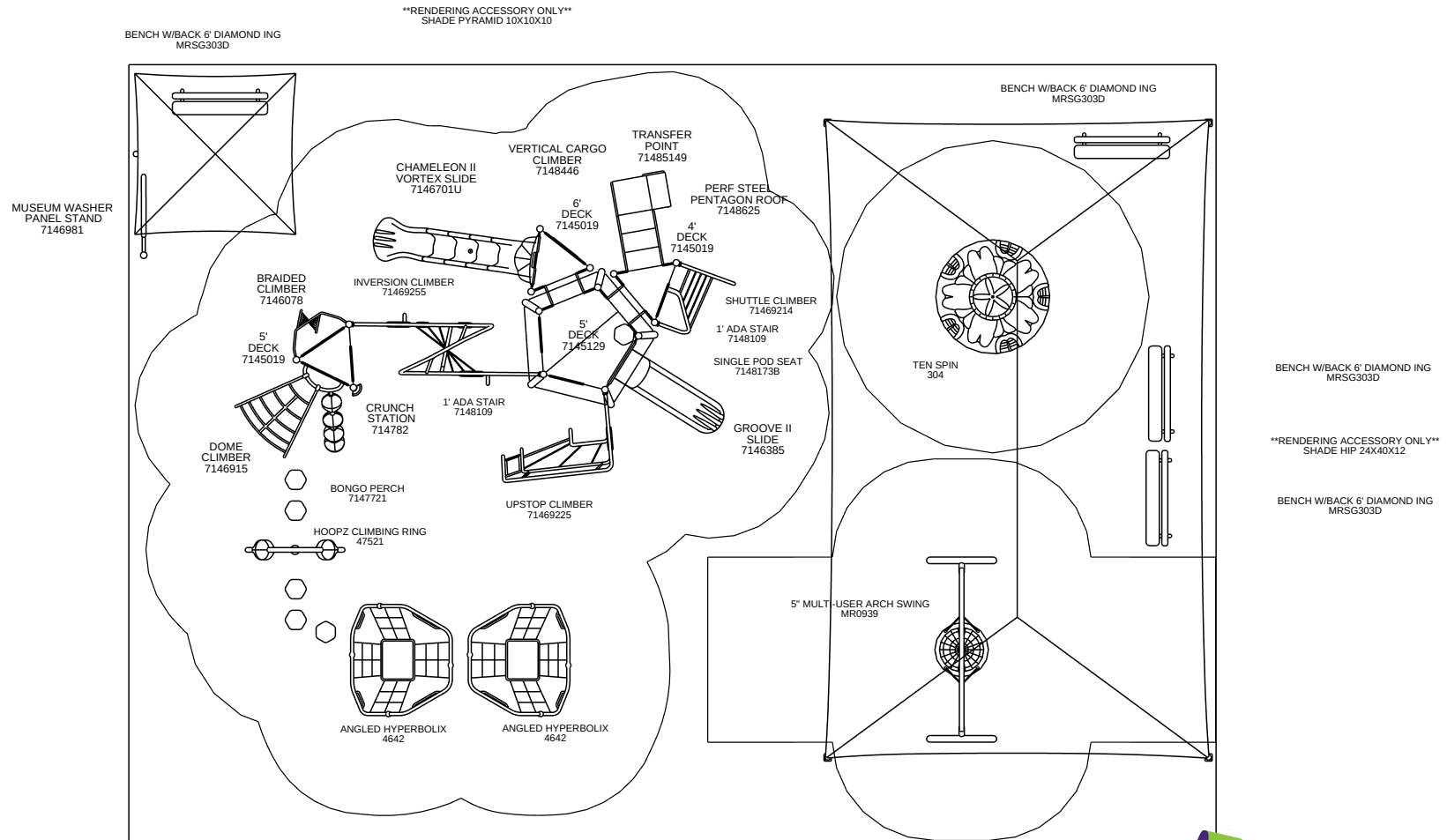
garrett
PARKS+PLAY™

26394 Powerline Park - Opt 4

Clinton, UT 84015

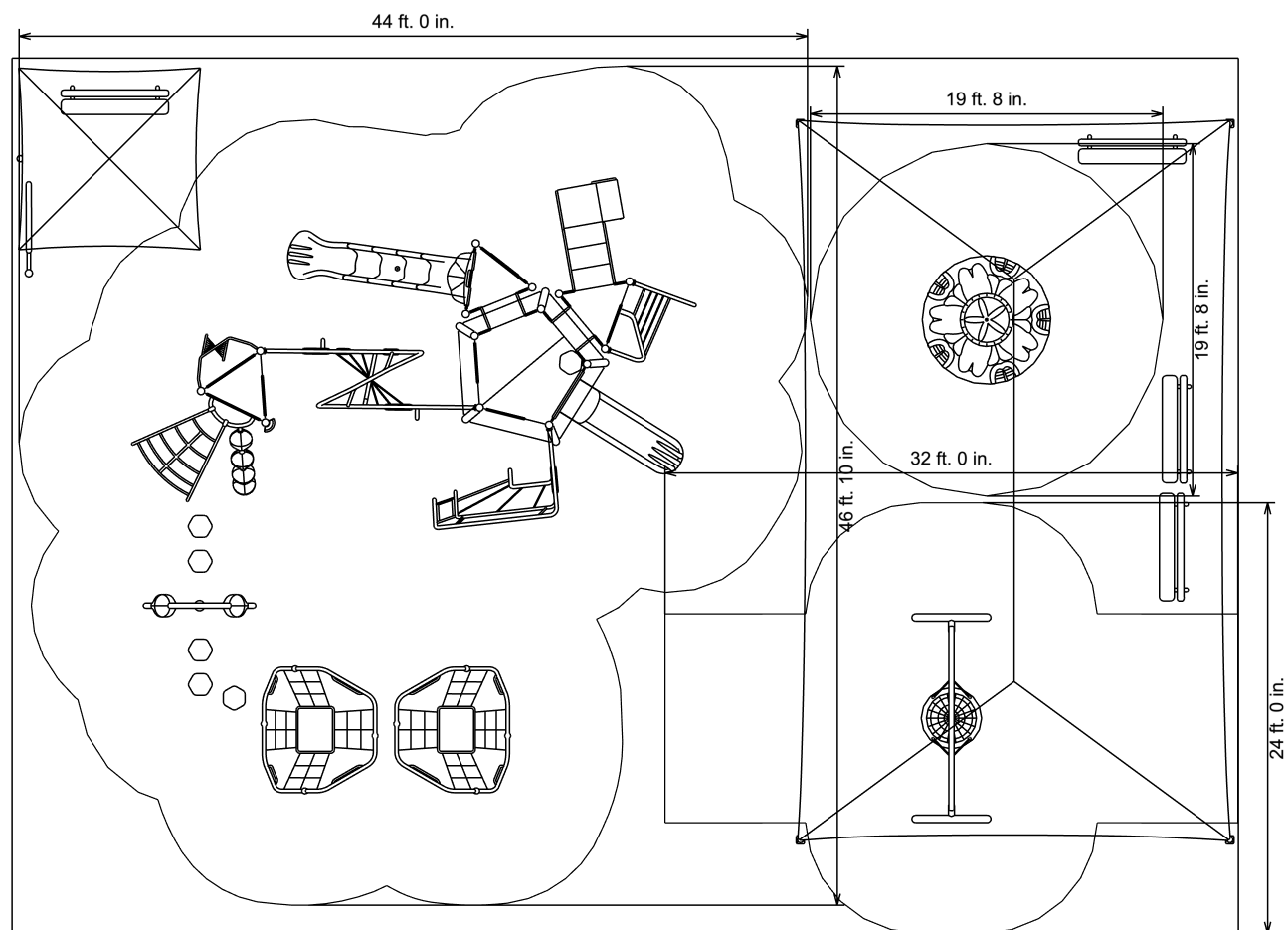
AGE GROUP:	5-12_ASTM
ELEVATED PLAY ACTIVITIES - TOTAL:	8
ELEVATED PLAY ACTIVITIES ACESIBLE BY TRANSFER:	0 REQ'D 4
ELEVATED PLAY ACTIVITIES ACESIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	6 REQ'D 3
GROUND LEVEL QUANTITY:	8 REQ'D 3

FOR KIDS AGES
5-12
YEARS



AGENCY		26014354		To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
ADDRESS1		PHONE NO: PHONE			
ADDRESS2		EMAIL: angela@garrettandcompany.com			AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
GROUND SPACE: 68'-6" x 43'-6"		COMPLIES TO ASTM/CPSC			
PROTECTIVE AREA: 68'-6" x 48'-6"					
DRAWN BY: Angela Lebaron		DATE: 08/04/2026			

26394 Powerline Park - Opt 4
Clinton, UT 84015





62'

Sidewalk Tie-In

4'

Restroom



Estimate Terms + Conditions

This Estimate is valid until **9/4/2026**. After this date, Garrett Parks and Play reserves the right to re-quote the project due to potential changes in product pricing and freight rates.

To accept this Estimate and initiate the project, please sign and return this document to orders@garrettplay.com. The project will not be scheduled, and products will not be ordered until we receive the signed Estimate and, if applicable, the required deposit.

I. Payment Terms

A. Payment Schedule

1. A deposit of 25% of the total amount is required to place product orders and schedule work for all projects over \$10,000.00.
2. We utilize progress invoicing to pay our vendors and subcontractors in a timely manner. You'll receive invoices at project milestones such as upon delivery of materials or completion of site preparation and upon completion.

B. Payment Methods

1. Please make payable to "Garrett Parks and Play" and mail to PO Box 57426, Murray, UT 84157.
2. Banking information for payment via ACH transfer is available upon request.
3. Payments made via credit card are subject to a 3% processing fee.

C. Late Payments

1. Invoices not paid within the specified terms are subject to a finance charge of 1.5% per month (18% annually) on the outstanding balance, or the maximum rate permitted by law. The Client agrees to pay all costs associated with the collection of overdue accounts, including but not limited to attorney's fees and court costs.

D. Title of Goods

1. Title and ownership of all products shall remain with Garrett Parks and Play until the full invoice amount has been paid.

E. Taxes and Fees



1. Prices quoted herein are exclusive of any and all applicable federal, state, and local sales. You shall be responsible for and shall pay all such taxes as are applicable to the final invoice.

II. Scope of Work & Change Orders

A. Scope of Work

1. The price quoted is limited to the specific products and services detailed throughout this Estimate, which shall constitute the entire "Scope of Work" for the project. Unless a product or service is explicitly included in this Estimate, it is excluded from the quoted price, including but not limited to:
 - a) Site preparation, grading, or excavation.
 - b) Removal and disposal of existing equipment or surfacing.
 - c) Permits, bonds, temporary security fencing, or inspection fees.
 - d) Site drainage design or implementation.

B. Change Orders

1. Any alteration, deviation, or addition to the specified Scope of Work will be executed only upon a written Change Order, signed by both the Client and Garrett Parks and Play. Change Orders may adjust the project cost and completion schedule.
2. The cost for each Change Order will be determined based on the sum of all direct costs (including but not limited to labor, materials, and equipment rental), plus a standard markup of 10% to cover company overhead and profit. The Client agrees to this pricing structure for all approved changes to the original Scope of Work.

III. Site Conditions & Responsibilities

A. Client Responsibility

1. The Client is responsible for ensuring the project site is ready, accessible, and suitable for the work to commence on the scheduled date.

B. Atypical Site Conditions

1. Our pricing is based on typical site conditions (e.g., soil suitable for standard excavation). The Client agrees to inform Garrett Parks and Play of any known adverse or atypical site conditions. If unforeseen conditions are discovered during work—including but not limited to buried utility lines (private or public), rock, caliche, high water tables, reinforced concrete, or other obstructions—work will be stopped. A Change Order will be issued to cover the additional costs and time required to address these conditions.

C. Mobilization

1. The prices quoted for installation, demolition, and site work services are based on a single, continuous phase of work and include one (1) mobilization to the project site and one (1) demobilization from the site upon completion. If Garrett Parks and Play is required to leave the site and return on a separate day due to the site not being ready, project delays caused by the Client or other contractors, or if the work must be completed in multiple phases at the Client's request, the Client agrees to pay for all associated remobilization costs. Such costs will be authorized via a Change Order.

D. Utility Location

1. As required by law, Garrett Parks and Play or its subcontractors will contact the applicable one-call notification center (e.g., Blue Stakes 811) to locate and mark public utilities. The Client is solely responsible for identifying and clearly marking the location of all private underground lines, such as sprinkler systems, landscape lighting, or electrical lines not installed by a public utility. Garrett Parks and Play is not liable for damage to unmarked or incorrectly marked private utilities.

E. Site Drainage

1. Drainage design and implementation are the responsibility of the Client unless explicitly included in our Scope of Work. We are not liable for any drainage issues arising from the existing site or as a result of the installation.

IV. Product, Freight & Delivery

A. Product Availability

1. We will make every effort to supply products as specified. However, we are not responsible for manufacturer delays, product backorders, or discontinuations. We will promptly notify the Client of any such issues and propose suitable alternatives.

B. Freight

1. All quotes include freight FOB **Clinton** unless otherwise noted.

C. Delivery & Offloading

1. The Client is responsible for receiving and offloading all materials upon delivery unless offloading services have been explicitly included in this Estimate. The Client must provide sufficient personnel and equipment (e.g., forklift) to safely and promptly unload the delivery truck(s). Any fees incurred due to the Client's failure to offload in a timely manner (such as driver detention, demurrage, or re-delivery charges) will be billed to the Client.

V. Installation & Demolition Services

A. Installation

1. If included in the Scope of Work, installation will be performed in a workmanlike manner according to manufacturer specifications and project plans.

B. Demolition

1. If included in the Scope of Work, demolition will be performed according to project specifications. Unless otherwise stated, the price does not include the cost of hauling and disposal of demolished materials.

C. Warranties & Liability

1. Workmanship Warranty
 - a) Garrett Parks and Play warrants its installation and site work services against defects in workmanship for a period of one (1) year from the date of project completion. This warranty does not cover damage resulting from vandalism, misuse, normal wear and tear, or acts of God.
2. Manufacturer's Warranty
 - a) All products are covered by their respective manufacturer's warranties. Garrett Parks and Play will act as a facilitator for warranty claims but does not provide the product warranty itself. Please send all product condition or warranty claims to support@garrettplay.com.

3. Warranty Labor

- a) For product defects covered under a manufacturer's warranty, Garrett Parks and Play will provide the labor to install the replacement part at no charge if the claim occurs within one (1) year of the original installation date. After one year, the Client is responsible for all labor costs associated with installing warranty replacement parts.

4. Limitation of Liability

- a) In no event shall Garrett Parks and Play be liable for any indirect, special, incidental, or consequential damages. Our total liability for any and all claims arising from this agreement is limited to the total amount paid by the Client under this Estimate.

VI. Permits & Inspections

A. Permits

- 1. Unless explicitly stated otherwise, the Client is responsible for obtaining and paying for all necessary permits and licenses. Garrett Parks and Play will provide necessary product specifications and drawings to assist in this process. Any project delays caused by the Client's failure to obtain necessary permits will be the Client's responsibility.

B. Post-Installation Safety Inspection

- 1. Upon request, a third-party Certified Playground Safety Inspector (CPSI) can be contracted to inspect the completed project. This service is not included unless specified in the Estimate and will be billed as a separate line item or via a Change Order.

C. Playground Safety Audit

- 1. Audits of existing equipment can be performed by a CPSI if specified in the Estimate. This audit will identify non-compliant conditions against current safety standards and provide a detailed report.



Notice to Proceed

Project Name	Powerline Park
Estimate Number	Play Area Option 4.0
Estimate Date	8/5/2026
Total Project Cost	\$221,460.00

By signing this document, the undersigned, acting as an authorized representative for the organization listed above, hereby accepts the scope of work, pricing, and all specifications detailed in the accompanying Estimate (**Play Area Option 4.0**).

The undersigned authorizes Garrett Parks and Play to proceed with the procurement of materials and/or the scheduling and commencement of work as described. Furthermore, the undersigned acknowledges that they have read, fully understood, and agree to be bound by the entirety of this document, including the detailed "Estimate Terms and Conditions" attached.

Deposit & Project Initiation

A deposit in the amount of **\$55,365.00** is required to formally schedule this project and initiate material orders. Work cannot begin until this signed Notice to Proceed and, if applicable, the required deposit has been

received. Please return this signed document via email to orders@garrettplay.com.

Agreed and Accepted By:

Signature

Printed Name

Title

Date

For Office Use Only

Date Received

Date Recorded

Recorded By

Let's
Build
Some
Thing!

garrett
PARKS+PLAY™

Proposal for
Clinton City

Prepared by



08-17-2026
Job # 119038-01

Powerline Park Playground Option 4



Powerline Park Playground | 119038-01-Opt 4
Clinton, UT



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Lewis@gwpark.com



Powerline Park Playground | 119038-01-Opt 4
Clinton, UT



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Lewis@gwpark.com



**Powerline Park Playground | 119038-01-Opt 4
Clinton, UT**



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GREAT WESTERN
RECREATION



Powerline Park Playground | 119038-01-Opt 4
Clinton, UT



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**Powerline Park Playground | 119038-01-Opt 4
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GREAT WESTERN
RECREATION

Powerline Park Playground | 119038-01-Opt 4
Clinton, UT

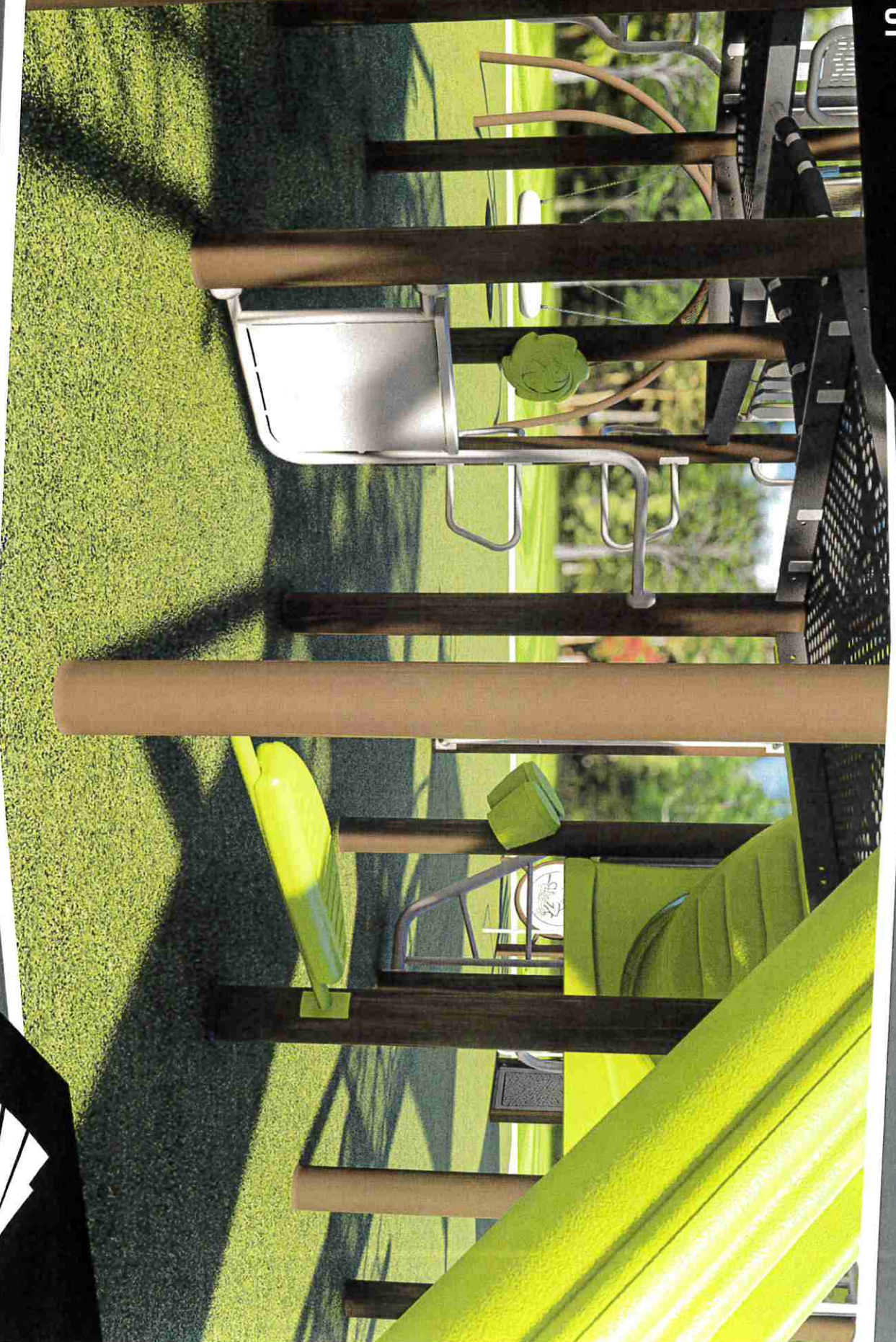


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GREAT WESTERN
RECREATION

Powerline Park Playground | 119038-01-Opt 4
Clinton, UT



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**Powerline Park Playground | 119038-01-Opt 4
Clinton, UT**



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Powerline Park Playground | 119038-01-Opt 4
Clinton, UT



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Lewis@gwpark.com



Powerline Park Playground | 119038-01-Opt 4
Clinton, UT

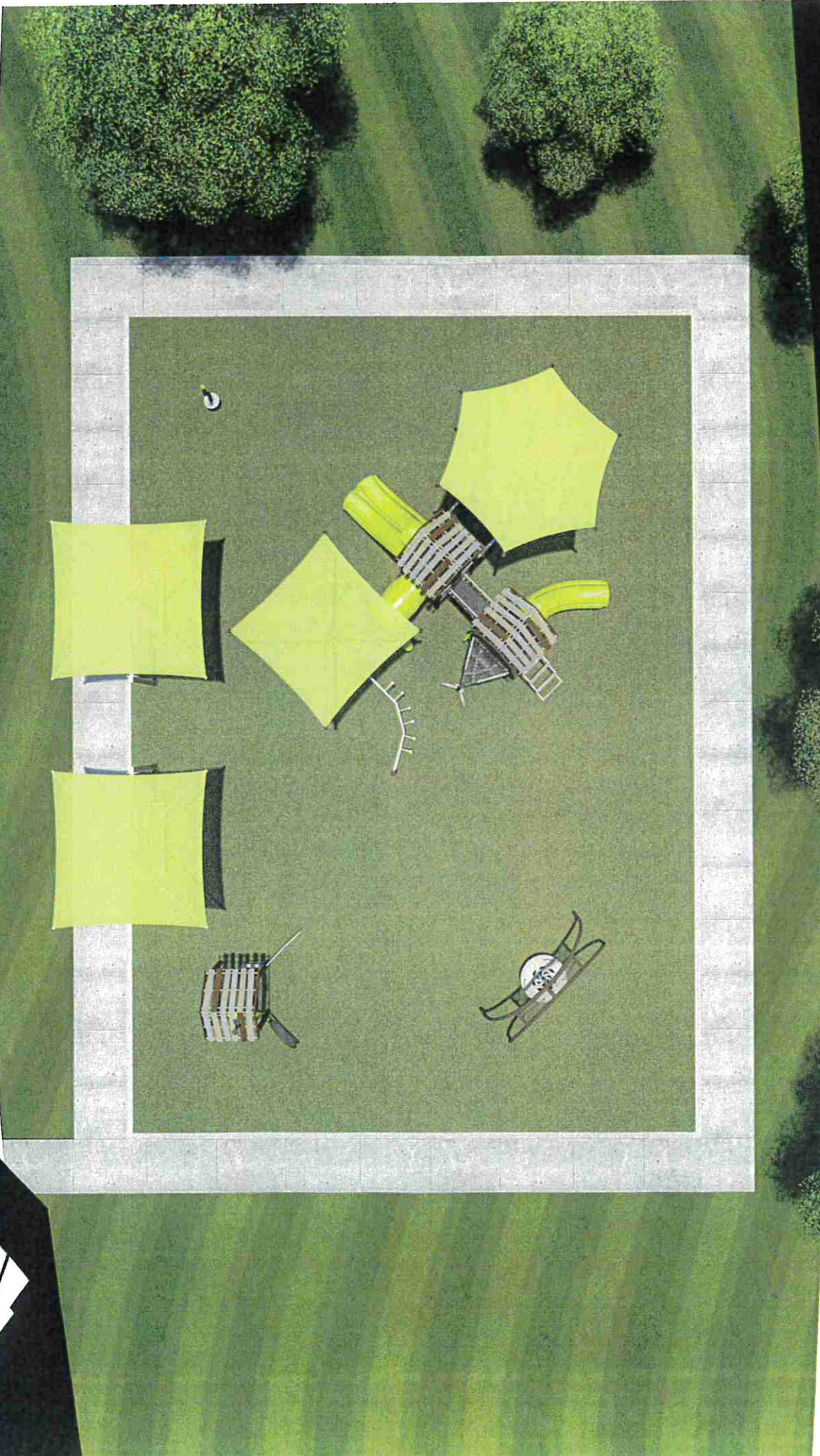


A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Lewis@gwypark.com



Powerline Park Playground | 119038-01-Opt 4
Clinton, UT



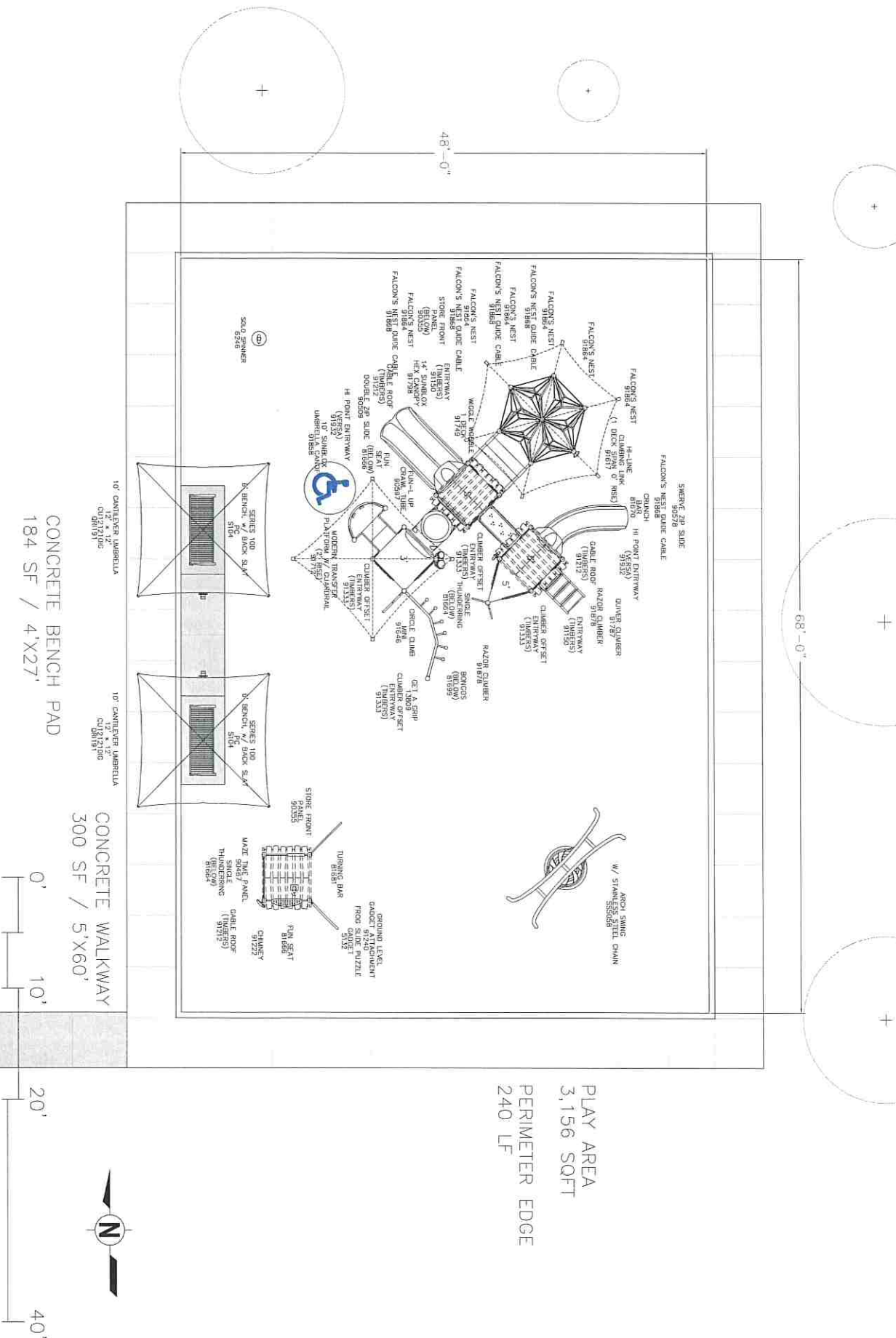
A STRONG FOUNDATION IN PLAY FOR OVER 60 YEARS

P: (435) 245-5055 / F: (435) 245-5057 Lewie@gwpark.com





Drawn By:
LP, BR
Date:
8/11/26
Drawing Name:
119038-01-Opt 4



QUOTE

119038-01-04 • 08/12/2026



Powerline Park Playground Option 4

Customer:

Clinton City
1651 W 2300 N
Clinton, UT 84015
United States

Ship to Zip: 84015

Prepared for:

Ben Frye
Phone: 801-425-4489
bfrye@bcutah.gov

Prepared by:

Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Office: 435-245-5055
Fax: 435-245-5057

Sales Rep: Lewis Painter

Cell: 435-760-2416
lewis@gwpark.com
www.gwpark.com

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Playground	\$144,175.00	\$85,123.04	\$85,123.04
2	QRI191	GT-Shade - GTCU121210IG CANTI UMB 12X12X10 W/GLD	\$6,815.00	\$6,815.00	\$13,630.00
2	S104	GT-Site - 6'S100 BNCH,w/BCK SLT-PC	\$1,680.00	\$1,680.00	\$3,360.00
3265	Turf	GT-Impax - Provide and Install 3,265 SF of ProPlay Elite Turf **List Price \$116,265.86, discounted per NASPO Contract 3.5" Cushion depth for up to 8' CFH Regular wages Envirofill Infill	\$29.20	\$29.20	\$95,338.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07	\$98.07
1	INSTALL	Install - Remove Playground and 12" of Existing Sand Regular wages	\$15,650.00	\$15,650.00	\$15,650.00
1	INSTALL	Install - Compact 9.5" Road Base Regular wages	\$9,830.00	\$9,830.00	\$9,830.00
1	INSTALL	Install - Concrete Pad for New Benches Regular wages	\$2,208.00	\$2,208.00	\$2,208.00
1	INSTALL	Install - Concrete Sidewalk Connector Regular wages	\$4,500.00	\$4,500.00	\$4,500.00
1	INSTALL	Install - Install Playground, Benches, Shade & Assembly Regular wages	\$22,750.00	\$22,750.00	\$22,750.00

Contract: NASPO

Sub Total \$252,487.11

Freight \$13,269.73

Grand Total \$265,756.84

QUOTE

119038-01-04 • 08/12/2026



Comments

Your Sales Rep is Lewis Painter. Please reach out to Lewis at 435-760-2416 if you have any questions regarding this quote.

Due to the volatility of freight costs, freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$2,990.

Shipping to Site Address:
Recreation Installations
Julio Membreno
1660 W 1740 N
Clinton, UT 84015
801-388-6980
recreationinstallations@gmail.com

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Regular wages

NASPO Master Agreement # PO-10700-00015861

*****CUSTOMER MUST PROVIDE A COPY OF A TAX EXEMPT CERTIFICATE WITH ORDER OR TAXES WILL BE ADDED TO QUOTE*****

QUOTE

119038-01-04 • 08/12/2026



ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

Change billing information to:

Address: _____

Contact: _____

Change shipping information to:

Address: _____

Contact: _____

Colors: Per Renderings Yes or No

Palette _____

Per Submittals _____

Other Colors, please specify _____

Purchase Amount: **\$265,756.84**

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

QUOTE

119038-01-04 • 08/12/2026



TERMS & CONDITIONS:

Remittance Address:
975 S. Hwy 89
Logan, UT 84321

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Great Western Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Great Western unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **MINIMUM ORDER:** Our minimum order is \$50 (USD) Any order less than \$5000 requires cash with order or payment by major credit card.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

QUOTE

119038-01-04 • 08/12/2026



Surfacing Exclusions

The following items are specifically excluded from this quotation unless otherwise noted and itemized in the proposal with associated costs. Any such work or materials requested by the Owner, or required by governing authorities, shall be performed only upon written authorization and will be subject to additional charges.

1. Site Security

Site security, including, but not limited to, temporary fencing, lighting, and security personnel, is expressly excluded from this quotation unless specifically included and itemized in the proposal with corresponding costs.

The Owner shall be solely responsible for any costs or damages arising from vandalism, theft, or unauthorized access affecting any product, equipment, materials, safety surfacing system, or any other aspect of the project site before, during, or after mobilization by Great Western Recreation ("GW") and/or its subcontractors.

2. Subbase Materials and Preparation

Subbase materials and all associated labor are expressly excluded from this quotation unless specifically identified and itemized in the proposal with corresponding costs.

The Owner is responsible for ensuring that subgrade conditions meet the specified requirements and are suitable to receive the product or system provided by GW. GW shall not be held liable for delays, damages, or performance issues resulting from unsuitable or unprepared subgrade conditions.

3. Drainage Systems

Plans, materials, labor, and installation related to any drainage system are expressly excluded from this proposal unless specifically identified and itemized within the proposal with corresponding costs.

The Owner is responsible for ensuring that the site has adequate drainage to support proper installation and long-term performance of products and systems provided by GW. GW shall not be held liable for any site drainage deficiencies, water retention, erosion, or damage resulting from inadequate or unaddressed drainage conditions.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	September 22, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Mayor Marie Dougherty				
TYPE OF VOTE:	ROLL CALL		VOICE		
SUBJECT:	Resolution 23-26, Creating an Audit Committee and consent to appointments				
RECOMMENDATION:	That the City Council adopt the resolution creating the Audit Committee and consent to the mayor's appointment of Chris Danson, Dane Searle, and Scott Parke as its members.				

FISCAL IMPACT: None

SUMMARY: The committee includes two council members, whom the council agreed on July 28 would be Chris Danson and Dane Searle, and one at-large community member with experience in finance, accounting, and/or auditing. The mayor is recommending Scott Parke as the community member.

Scott Parke is a Clinton resident and also the current Davis County controller. He is a CPA with decades of government finance experience, including 10 years with the state auditor's office and 12 years running the budgets and accounting offices of two different counties.

ATTACHMENTS: Resolution 23-26

RESOLUTION NO. 23-26

A RESOLUTION OF THE CLINTON CITY COUNCIL ESTABLISHING THE AUDIT COMMITTEE AND ADOPTING POLICY AND PROCEDURES

WHEREAS, the Clinton City Council desires to ensure proper management of public funds and assist the Council in its financial oversight responsibilities; and

WHEREAS, the City Council wishes to establish an extra layer of financial oversight by creating a dedicated Audit Committee; and

WHEREAS, the Audit Committee will serve in an advisory capacity to the City Council; and

WHEREAS, the City Council determines it is in the best interest of the City to create a committee consisting of two City Council members and one member of the public; and

WHEREAS, the City Council desires to formally adopt a policy and procedures document to govern the newly formed committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLINTON, UTAH:

1. **Establishment:** The Clinton City Audit Committee is hereby created to provide an extra layer of oversight regarding the City's financial and auditing processes.
2. **Composition:** The Audit Committee's members shall be appointed by the mayor, with the advice and consent of the council, and shall be composed of two City Council members as well as one member of the public at large who possesses experience in finance, accounting, and/or auditing.
3. **Adoption of Policy:** The Clinton City Council hereby adopts the "Clinton City Audit Committee Policy and Procedures," attached hereto as Exhibit A.
4. **Effective Date:** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of Clinton, Utah, this ____ day of _____, 2026.

Mayor, Clinton City

ATTEST:

City Recorder

EXHIBIT A

CLINTON CITY AUDIT COMMITTEE POLICY AND PROCEDURES

1. Purpose and Organization

- The Clinton City Audit Committee is established to provide an extra layer of financial oversight and shall serve in an advisory capacity to the City Council.
- The Audit Committee's members shall be appointed by the mayor, with the advice and consent of the council, and shall be composed of two City Council members as well as one member of the public at large who possesses experience in finance, accounting, and/or auditing.
- The Committee shall annually elect a Chair to lead and schedule meetings and ensure minutes are taken.
- Members of the Committee shall serve without compensation.
- Any member of the Committee may be removed by the City Council.

2. Meetings

- The Committee shall meet as deemed appropriate, but not less than two times per year.
- All meetings of the Committee shall be conducted in accordance with the Utah Open and Public Meetings Act (Utah Code Annotated title 52, chapter 4).
- The Committee shall keep basic written minutes of its meetings.
- A majority of the current appointed members shall constitute a quorum to vote on business.

3. Powers and Duties

- The Committee may make a recommendation to the council regarding the appointment of the city's independent auditor.
- The Committee shall review and evaluate the performance of the independent auditors.
- The Committee shall review the final audit results.
- The Committee shall review the fraud risk assessment.
- The Committee shall assess the effectiveness of city accounting practices, risk management, financial reporting, and internal control systems and may make inquiries to staff regarding the adequacy of these systems.
- The Committee shall report to the Mayor and the City Council on the audit process and any recommendations for changes.

4. Conflicts of Interest and Ethics

- Members of the Committee shall be subject to the Municipal Officers' and Employees' Ethics Act, Utah Code Annotated section 10-3-1301 et seq., and all applicable city ordinances regarding conflicts of interest.
- A member with a conflict of interest in a matter before the Committee shall state that such a conflict exists and withdraw from participation and voting on such matter.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	September 22, 2026				
CONSENT AGENDA	X	BUSINESS AGENDA		RECOGNITION	
PETITIONER(S):	Chief Poulsen				
TYPE OF VOTE:	ROLL CALL	X	VOICE		
SUBJECT:	Dispatch Fees for Police and Fire				

FISCAL IMPACT:

Fire Department \$14,010.71

Police Department \$16,172.74

RECOMMENDATION:

Purpose

Payment of Davis County Dispatch fees in accordance with the Interlocal Cooperation Agreement between Clinton City and the Davis County Dispatch Center. This payment covers the first quarter of FY 2026, from July 1 through September 30. This will be Clinton City's final payment to Davis County Dispatch, as dispatch services will transition to the new Layton dispatch center beginning October 1.

Fiscal Impact

\$30,183.45

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION
AGREEMENT FOR DISPATCH SERVICES

This Amendment No. 1 to Interlocal Cooperation Agreement for Dispatch Services (this “Amendment”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (“County”), and Clinton City, a municipal corporation (“City”). The County and the City may be referred to collectively as the “Parties” in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Agreement for Dispatch Services, dated July 8, 2025 by the County, and identified in the County’s records as #2025-0762 (the “Agreement”).

WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

1. Section 3 of the Agreement is omitted and replaced with the following:

3. Compensation.

- 3.1. For the 2025 fiscal year (July 1, 2025 through June 30, 2026), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:

- 3.1.1 The City fire fees are calculated by the number of calls for each city/agency utilizing a five-year average (See table below):

<u>CITY FIRE</u>								
<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>5 Year Average</u>	<u>Price Per Call</u>	<u>Total (July 2025 – June 2026)</u>
1,316	1,733	1,655	1,627	1,343	7,674	1,535	\$36.51	\$56,042.85

- 3.1.2 The City police fees are calculated by the number of police officers (See table below):

<u>CITY POLICE</u>		
<u>Number of Officers</u>	<u>Price Per Officer</u>	<u>Total (July 2025 – June 2026)</u>
23	\$2,812.65	\$64,690.95

- 3.1.3 The City shall pay to the County the obligations set forth in Subsections 3.1.1 and 3.1.2 of this Agreement in equal quarterly payments within thirty calendar days of receipt of a quarterly invoice from the County.
- 3.2. For the first quarter of the 2026 fiscal year (July 1, 2026 through September 30, 2026), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:
 - 3.2.1 City Fire Fees: \$14,010.71, which is one-fourth of the City’s obligation for fire fees for the 2025 fiscal year;
 - 3.2.2 City Police Fees: \$16,172.74, which is one-fourth of the City’s obligation for police fees for the 2025 fiscal year; and
 - 3.2.3 The City shall pay to the County the obligations set forth in Subsections 3.2.1 and 3.2.2 of this Agreement in one quarterly payment within thirty calendar days of receipt of an invoice from the County.

2. Section 5 of the Agreement is omitted and replaced with the following:

- 5. Term of Agreement.** The term of this Agreement shall begin as of July 1, 2025 and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of September 30,

2026 (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement; however, this Agreement may not extend more than fifty years from the commencement of the Term.

3. The effective date of this Amendment is as of July 1, 2026.
4. The terms and conditions of the Agreement shall remain in full force and effect, except to the extent specifically modified by this Amendment.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

The Parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY By: _____ Bob J Stevenson, Chair Board of Davis County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____ Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Davis County	CLINTON CITY By: _____ Printed Name: _____ Title: _____ Date: _____ ATTEST: _____ Printed Name: _____ Title: _____ Date: _____ Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Clinton City
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CLINTON CITY COUNCIL WORK SESSION MINUTES

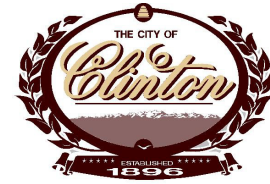
2267 N 1500 W

Clinton UT 84015

Date: September 8, 2026

Time: 6:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015



Elected Officials:

Mayor: Marie Dougherty

Councilmembers: Spencer Arave, Jennifer Christensen, Chris Danson, Adam Larsen, and Dane Searle

Staff Present: City Manager Trevor Cahoon, Police Chief Shawn Stoker, Assistant Police Chief Matt Fawbush, Fire Chief Jason Poulsen, Assistant Public Works Director David Williams, Parks and Recreation Director Brooke Mitchell, Finance Director Cory Christensen, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

Public Present: Kirby Crowley, Lacy Richards, Nilson Homes, Dereck Bauer

CALL TO ORDER

Mayor Dougherty called the work session to order at 6:00 p.m. Councilmember Christensen arrived shortly after the meeting began, after which the full City Council was present.

DISCUSSION – DATA PRIVACY

Mayor Dougherty introduced the discussion on data privacy and noted that the City handles protected and sensitive information in several areas, including utility accounts, police systems, emergency medical records, the City website, and automated license plate reader (ALPR) technology.

Councilmember Danson asked where data is stored, how it is protected, and responsibility in the event of a data breach.

City Manager Cahoon explained that some City information is stored internally while other information is maintained through partner agencies and contracted vendors, each subject to applicable security, privacy, and disclosure requirements.

The Council focused much of its discussion on the City's use of Flock Safety ALPR technology. Councilmembers raised concerns about vendor liability, data-sharing permissions, national lookups, audit logs, retention, and whether the City has sufficient control over access to its data.

Staff explained that the City owns its ALPR data, but recent review showed that certain network functions could generate broader national lookup activity than staff initially understood. Staff was reviewing settings to restrict or disable that access where possible.

Police Chief Shawn Stoker stated that ALPR technology is a valuable investigative tool and that the Police Department supports its continued use so long as it remains lawful, constitutional, and protective of residents' civil rights. He expressed concern with the breadth of national lookup functions and the lack

of clarity surrounding some vendor practices.

Mayor Dougherty discussed court decisions addressing ALPR technology and noted that while reading a license plate on a public roadway has generally been upheld, broader collection capable of reconstructing a person's movements may create additional Fourth Amendment concerns. The discussion reflected support for the basic use of ALPR technology while raising concerns about the retention, aggregation, sharing, and accessibility of the resulting data.

Chief Stoker advised that the current Flock contract is at its renewal point and recommended using the opportunity to evaluate whether Flock remains the best vendor for Clinton City. Staff had requested information regarding a possible month-to-month option while alternatives and anticipated State legislative changes are evaluated.

The Council discussed other vendors, including Motorola/Vigilant, and the potential benefit of using a provider that already supports other Police Department systems.

Staff noted that neighboring agencies using different platforms can assist one another with searches when needed, although that cooperation is not a substitute for the City's own camera coverage.

Councilmembers generally supported keeping ALPR technology active and avoiding a gap in coverage if a suitable alternative can be implemented in a timely manner. Councilmember Larsen also questioned whether the City should use a third-party auditor or other resource to verify that vendors are providing the security and privacy protections required by contract. The Council discussed consulting the City's insurance provider regarding available cybersecurity audit resources and standards.

Fire Chief Jason Poulsen reviewed protections for emergency medical information. He explained that ImageTrend, the Fire Department's patient-care reporting system, is SOC 2 compliant and undergoes recurring compliance review. He also discussed annual HIPAA training and cybersecurity protections supporting the department's Microsoft environment, employee accounts, endpoint and email security, monitoring, phishing protection, and related systems. Chief Poulsen stated that patient information is treated as highly confidential and that a breach within a vendor's system would be investigated under the applicable security and compliance requirements.

Data retention was also discussed. Chief Stoker expressed concern that a seven-day ALPR retention period would be too short for many investigations, particularly crimes reported after a delay, and would limit the Police Department's ability to review audit logs for possible misuse. Several Councilmembers expressed agreement that seven days appeared insufficient. Staff noted that images identified as evidence can be retained for an active investigation, but routine system data and audit information are otherwise subject to the vendor's retention period.

At the conclusion of the discussion, the Council expressed general support for continued use of ALPR technology and for staff to evaluate alternative vendors, data-sharing controls, retention periods, audit capabilities, costs, and contract provisions. The Council preferred, if feasible, to transition without a period of lost ALPR coverage. Staff will also monitor anticipated legislative changes that may affect the City's future use of the technology.

ADJOURNMENT

The work session adjourned at approximately 6:51 p.m.

**Dated the 25th day of September, 2026.
/s/Lisa Titensor, Clinton City Recorder**

**CLINTON CITY COUNCIL MEETING MINUTES
2267 N 1500 W
Clinton Utah 84015**



Date: September 8, 2026

Time: 7:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015

Mayor: Marie Dougherty

City Council: Spencer Arave, Jennifer Christensen, Chris Danson, Adam Larsen and Dane Searle.

Staff: City Manager Trevor Cahoon, Police Chief Shawn Stoker, Fire Chief Jason Poulsen, Public Works Director David Williams, Parks and Recreation Director Brooke Mitchell, Finance Director Cory Christensen, Senior Planner Keaton Jones, Treasurer Steve Hubbard, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

Attendees: Dereck Bauer, Lacy Richards, Nilson Homes, Sharlie Wade, Cody Wade, Tara Thurgood, Kirby Crowley, Steve & Tammy Hubbard, Russell Arave, Daniel Martinez, Scott Thompson, Diane Thompson

CALL TO ORDER

Mayor Dougherty called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited by all those in attendance.

Councilmember Dane Searle offered the invocation.

ROLL CALL

Mayor Dougherty, Councilmembers Arave, Christensen, Danson, Larsen and Searle were all present.

RECOGNITION

EMPLOYEE SERVICE AWARDS FOR THE 3RD QUARTER OF 2026

City Manager Cahoon recognized the following employees for their years of service to Clinton City:

Officer Brian Larsen - 5 years

Officer Austen Rogers - 5 years

Police Chief Shawn Stoker - 20 years

Chief Mechanic David Sottosanti - 10 years

Mr. Cahoon thanked the employees for their dedication and service. Chief Stoker was recognized in person; the awards for employees who were not present will be delivered to them.

PUBLIC INPUT

Sharlie Wade, a Hooper resident and property owner in the West Clinton annexation area, thanked the Councilmembers who had visited her family's property or communicated with her. She stated that her family is not opposed to growth but remains concerned about the proposed R-M development adjacent to their agricultural property. She asked the Council to consider a more gradual transition between higher-density housing and the existing farm,

including larger lots and stronger fencing. Ms. Wade emphasized that farming brings noise, dust, odors, livestock activity and late-night or early-morning work, and expressed concern about future conflicts between new residents and long-established agricultural operations. She asked the Council to consider whether the proposed compromise would feel fair if the affected property were their own home and family farm.

There was no additional public comment.

BUSINESS ITEMS

APPOINTMENT OF CORY CHRISTENSEN AS CLINTON CITY TREASURER

Mayor Dougherty explained that Treasurer Steve Hubbard is retiring and that the City Treasurer is appointed by the Mayor with the advice and consent of the City Council. She recommended Finance Director Cory Christensen for the appointment.

City Manager Cahoon reviewed the division of financial responsibilities and internal controls. He explained that the City Manager retains the auditing and general-ledger oversight functions assigned by City Code, while the Treasurer oversees incoming funds, account balances, bank records and investments. Appointing Mr. Christensen, as Finance Director and department head, would allow him to assign duties within the Finance Department while maintaining separation of duties and dual controls for fraud prevention.

MOTION: Councilmember Danson moved to consent to the Mayor's appointment of Cory Christensen as Clinton City Treasurer. Councilmember Arave seconded the motion. The motion carried unanimously by voice vote.

Mr. Christensen was sworn in as the new Clinton City Treasurer.

ORDINANCES 26-06, 26-07 & 26-01Z - WEST CLINTON ANNEXATION, ANNEXATION AND LAND USE CONDITIONS AGREEMENT, AND INITIAL ZONING MAP

Mayor Dougherty introduced the three separate actions required for the proposed West Clinton annexation: Ordinance 26-06 approving the annexation, Ordinance 26-07 approving the Annexation and Land Use Conditions Agreement, and Ordinance 26-01Z assigning the initial zoning. She noted that each ordinance would require a separate roll-call vote.

Mayor Dougherty emphasized that the annexation had been discussed over a period of years, including multiple public meetings and hearings, and that the Council's task that evening was to bring together the information received throughout that process and decide how to proceed.

The proposed annexation includes approximately 155.136 acres generally located near 2425 North and 4500 West. The initial zoning map assigns A-1 agricultural zoning to most of the annexation area, R-1-10 zoning to the Lone Pine property in the northwest corner, and R-M zoning to the Nilson property in the southwest portion of the area.

Mayor Dougherty reviewed the Council's earlier planning discussions for the area west of the canal, where the preference had been for lower-density single-family development with larger lots. She explained that the City and Nilson Homes had explored quarter-acre and one-third-acre lots on the narrow Nilson parcel, but the parcel's limited depth made that configuration impractical for typical housing products and would create unusually wide, shallow lots with higher infrastructure costs. As an alternative, the proposed conditions use larger side setbacks to create more space between homes and a lower-density appearance. She also clarified that although the parcel is designated R-M, the annexation agreement prohibits multifamily housing on the parcel.

Staff emphasized that the zoning action does not approve a subdivision, final density, site plan, utility plan or other development application; future development would still be subject to the City's normal land-use and engineering review processes.

The Council discussed the effect of the proposed R-M zoning, the roadway serving the Nilson property, density and setbacks, and the impact of future traffic on existing residents.

Staff explained that the development would be required to construct and fund infrastructure needed to serve the project and that the City may impose only legally supportable and proportionate development requirements.

Mayor Dougherty explained that land brought into Clinton through annexation does not enter the City with an existing Clinton zoning designation; the Council must assign an initial zone. She noted that most existing landowners had requested, or were presumed to prefer, A-1 agricultural zoning, while the owners of the two identified parcels requested different zoning. She also emphasized that the City must respect private-property rights and cannot impose requirements beyond what is legally supportable simply to prevent a property owner from making reasonable use of the land. In particular, the City had required a third access for the existing Nilson development, and the developer had acquired the narrow parcel to provide that roadway.

Mayor Dougherty stated that the City had sought additional protections for neighboring agricultural property. She explained that City Code would not normally require the level of screening being proposed at this location, but the City requested a six-foot vinyl privacy fence to provide a stronger buffer than a typical fence. She said staff had also considered whether a taller fence could be required, but the additional cost and engineering requirements raised concerns about imposing a requirement beyond what the City could reasonably justify.

Councilmember Christensen asked what approval of the zoning would mean at this stage.

City Manager Cahoon explained that the zoning would establish the applicable zoning rights and dimensional standards, but no preliminary development application had yet been processed. Engineering, environmental, traffic and other review could affect the final design and potentially reduce the number of units that can actually be constructed.

The Council also discussed whether the annexation itself is in the City's best interest.

Mayor Dougherty and City Manager Cahoon explained that Davis County has sought to eliminate isolated unincorporated areas and that Clinton already provides or is well positioned to provide police, fire and utility services to the area.

Councilmember Larsen stated that he did not view the annexation as providing a significant direct financial benefit to the City, but believed Clinton was the logical municipality to serve the area and that annexation would allow taxes from the area to help support services already being provided.

Councilmember Christensen asked about the City's good-faith obligations after several years of work with landowners and petitioners.

Staff stated that the petition met the applicable requirements and that, both administratively and operationally, staff recommends approval.

MOTION: At approximately 8:16 p.m., Councilmember Christensen moved to recess for five minutes. Councilmember Searle seconded the motion. The motion carried unanimously by voice vote.

The Council reconvened following the recess and continued discussion of the annexation and agreement.

City Manager Cahoon reported that staff had communicated with several property owners, including the Thompsons, Wades, Thurgoods and Kopeckys, regarding documentation of existing agricultural uses. Property owners with unique uses or conditions may submit documentation and execute joinders so those conditions can be recorded with the annexation agreement.

Councilmember Larsen asked how staff would verify information submitted by property owners.

Mr. Cahoon stated that the worksheet allows staff to review descriptions, site sketches, photographs and historical information before the documentation is accepted.

The Council discussed Section 3.4.6 of the agreement concerning the screening fence along the Nilson R-M property.

Councilmember Christensen questioned whether the fence language was premature because no final development had been approved.

Mr. Cahoon explained that retaining the requirement in the agreement would ensure that a solid screening fence remained an obligation if the property were later developed or transferred to another developer; the fence would not be required until development occurred.

Mayor Dougherty read the following revised fence language into the record for inclusion with the Council's approval: "The area shall include installation of a six-foot (6') high vinyl privacy screening fence along the north side of the public right-of-way, in a location approved by the City and consistent with applicable sight-distance, utility, and access requirements. The fence shall be installed by the developer as part of the required site improvements and shall thereafter be maintained, repaired, and replaced by the homeowners association. The obligation to maintain the fence shall be included in the recorded CC&Rs for the development and shall remain in effect until such time as future development or redevelopment of the adjoining property approved by the City requires or reasonably necessitates removal or modification of the fence."

ORDINANCE 26-06 - WEST CLINTON ANNEXATION MOTION: Councilmember Searle moved to approve Ordinance 26-06, annexing approximately 155.136 acres of real property generally located near 2425 North and 4500 West into Clinton City and extending the corporate limits of Clinton City. Councilmember Larsen seconded the motion. Voting by roll call was unanimous in favor. Ordinance 26-06 was adopted.

ORDINANCE 26-07 - WEST CLINTON ANNEXATION AND LAND USE CONDITIONS AGREEMENT MOTION: Councilmember Searle moved to approve Ordinance 26-07 and the West Clinton Annexation and Land Use Conditions Agreement, including the revised screening-fence language read into the record by Mayor Dougherty. Councilmember Christensen seconded the motion and concurred with the amendment to include the revised fence language. Voting by roll call was unanimous in favor. Ordinance 26-07 was adopted.

Councilmember Christensen stated that the agreement had been considered carefully and specifically and that she appreciated the effort to protect the property rights, agricultural heritage and unique conditions of the residents who would become part of Clinton City.

ORDINANCE 26-01Z - WEST CLINTON ANNEXATION AREA INITIAL ZONING MOTION:
Councilmember Searle moved to approve Ordinance 26-01Z, assigning the initial zoning designations shown on the West Clinton Annexation Area Initial Zoning Map. Councilmember Larsen seconded the motion. Voting by roll call was unanimous in favor. Ordinance 26-01Z was adopted.

Councilmember Searle stated that he would have preferred a roadway connection to the south but believed the proposed plan was the best available option.

Councilmember Larsen expressed appreciation for Nilson Homes' willingness to work with the City on density and measures intended to reduce impacts on nearby residents.

Councilmember Christensen described the decision as difficult because of the personal effect on existing property owners and stated that she had considered the matter from the perspectives of empathy, equity and future development. She acknowledged the difficulty of seeing open land change while also recognizing the efforts made to address the competing interests.

Mayor Dougherty said she had worked on the annexation for approximately four years and had come to know many of the residents who would become Clinton residents. She acknowledged that it is difficult to make everyone happy or find a perfect answer, but stated that the City had worked hard to be fair and that she genuinely believed the Council and staff had done the best they could with the circumstances presented.

Mayor Dougherty also noted that the annexation agreement requires future purchasers near agricultural property to receive notice through recorded plat and agreement provisions that agricultural uses existed first and may include normal agricultural noise, odors, dust and other impacts.

City Manager Cahoon added that staff would work with dispatch and code enforcement to flag applicable properties and would retain recorded joinders and agreement information so police, fire and enforcement staff are aware of the agricultural protections.

CONSENT ITEMS

1. Approval of Minutes: August 25, 2026 City Council Work Session and City Council Meeting
2. Approval of Accounts Payable: August 2026

MOTION: Councilmember Searle moved to approve the consent items. Councilmember Arave seconded the motion. The motion carried unanimously by voice vote.

OTHER BUSINESS

DEPARTMENT HEAD REPORTS

Parks and Recreation Director Brooke Mitchell reported that the RAP Tax Committee reviewed playground plans for Powerline Park and selected a preferred concept. Staff is contacting Rocky Mountain Power regarding whether shade can be added over the playground because the park is located on Rocky Mountain Power property. She is also obtaining bids for an ADA-accessible sidewalk connection from the restroom area to the playground.

Director Mitchell reported that the City is moving forward with a dock at the pond and will need to construct the landing pad as the City's in-kind contribution. She also summarized a Utah Outdoor Recreation grant training. Grant applications require an adopted master plan, letters of recommendation, a detailed budget and generally a 50/50 local match. She expects to return to the Council when specific grant opportunities are identified.

Director Mitchell also reviewed a demonstration of an automated GPS field-painting robot. She stated that it painted a soccer field in approximately 30 minutes, could reduce field-painting labor, paint use and setup time, and would allow staff to perform other maintenance while the machine is operating. The vendor offered an approximately \$17,000 promotional discount. City Manager Cahoon stated that the purchase price is approximately \$20,000, plus initial setup and an annual connectivity fee. Because the purchase is within his administrative purchasing authority, no immediate Council action was required, but a future budget amendment would be necessary.

Councilmembers generally supported proceeding, while emphasizing that staff should quantify anticipated labor savings, service improvements and budget impacts. Mayor Dougherty agreed that the equipment could improve labor efficiency but emphasized that, given the City's tight budget and recent addition of parks staff, the purchase should also demonstrate a practical financial benefit. She supported identifying corresponding savings, such as reducing seasonal staffing costs, to offset the annual connectivity expense.

Mayor Dougherty stated that she preferred using available storm-drain funds, rather than RAP Tax funds, for the pond landing-pad work because the pond functions as part of the storm-drain system and RAP Tax funds are limited for planned park improvements.

CITY MANAGER REPORT

City Manager Cahoon provided an update on the bridge project over 2000 West. UDOT agreed to a decorative steel fence rather than the previously proposed chain-link fence. Mayor Dougherty stated that she had strongly opposed using chain link on the bridge and had contacted UDOT Region One seeking a more appropriate appearance. Staff and the Mayor reviewed the available decorative options with the Council, favoring a black "Genesis" style with ornamental finials and ball caps. The Mayor also noted that the bridge girder could potentially be painted a Clinton-themed color, such as burgundy. Mr. Cahoon explained that UDOT is the project lead and grant administrator and therefore retains final control over the bridge design.

COUNCIL REPORTS

Councilmember Christensen reported that the Planning Commission is attending training during the week and she looks forward to hearing what commissioners learn.

Councilmember Larsen reported on the Hill Air Force Base Restoration Advisory Board meeting in South Weber. He stated that new information indicates an additional source area may be contributing to a groundwater plume and that additional remediation measures are planned. The program will also continue seeking participation from remaining residents for air sampling later in the month. He stated that the treatment and mitigation measures affecting Clinton City continue to operate as intended.

Councilmember Arave asked that the planned work-session discussion regarding term limits be moved to September 22 because he would be unavailable on the previously contemplated date. The Council agreed to place the discussion on the September 22 agenda.

Councilmember Searle reported that the fall water convention he attends for the sewer district will not conflict with City Council meetings.

Councilmember Danson had nothing to report.

MAYOR'S REPORT

Mayor Dougherty asked whether the Council wished to cancel the October 27, 2026 City Council meeting because it conflicts with the Utah League of Cities and Towns convention and there were no known items requiring a meeting that evening. The Council agreed to cancel the October 27 meeting.

ADJOURNMENT

The meeting adjourned at approximately 9:25 p.m.

Dated this 22nd day of September 2026

/s/Lisa Titensor, Clinton City Recorder