



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

November 8, 2016

I. REGULAR SESSION – 7:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Invocation or Thought
4. Roll Call

II. BUSINESS

- A. Introduction and Swearing in of the 2016-17 Youth Council Members
- B. Employee of the Month for October 2016- Cathy Derrick, Recreation
- C. Presentation from D&W Counties Canal Company
- D. **7:15 PM Public Hearing, Ordinance 16-02S** - Amending Title 26 – Subdivisions, Chapter 1 - General Provisions and Chapter 3 - Subdivision Application Procedure and Approval Process, of the City Code.
- E. Street Striper Bid Award
- F. Award Crack Sealing Bid for 2016
- G. Reappointments to the City Building Division Board of Appeals
- H. Declaration of Surplus Property
- I. **Resolution 15-16**, New Interlocal Cooperation Agreement with Davis Metro Narcotics Strike Force
- J. **Resolution 16-16**, Amendment to the FY 16-17 Clinton City Consolidated Fee Schedule
- K. City Manager Contract and Appoint Renewal
- L. Action after Closed Session – Potential Property Purchase

III. OTHER BUSINESS

- a. Approval of Minutes: October 11, 2016
- b. Approval of Accounts Payable
- c. Planning Commission Report
- d. City Manager's Report
- e. Mayor's Report
- f. Council Reports on Areas of Responsibility
- g. Action Item Review

IV. CLOSED SESSION

- A. Potential Property Purchase

V. ADJOURN

Dennis W. Cluff

DENNIS W. CLUFF, CITY RECORDER

If you attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least eight hours prior to the meeting and we will seek to provide assistance. The order of agenda items may be changed or times accelerated as time permits with the exception of public hearings.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Introduction and Swearing in of the 2016-17 Youth Council Members	AGENDA ITEM: A
PETITIONER: Mayor Adams, Youth Advisor	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council recognize the 2016-17 Youth Council Members	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: <u>2016-17 Youth Council Members</u> Denisse Borja Shayla Burnham Carter Coleman Tyler Gates McKenzi Jenkins Zannah Krey Lindsay Johnson Hunter Lamereaux Addison Larsen Gustavo Medina Lexi Miles Cecily Mills Bailey O'Leary Gracious Pack Isaiah Pack Eryn Patterson Kolton Stoddart Ashley Watson Sierra Watson	
ATTACHMENTS:	

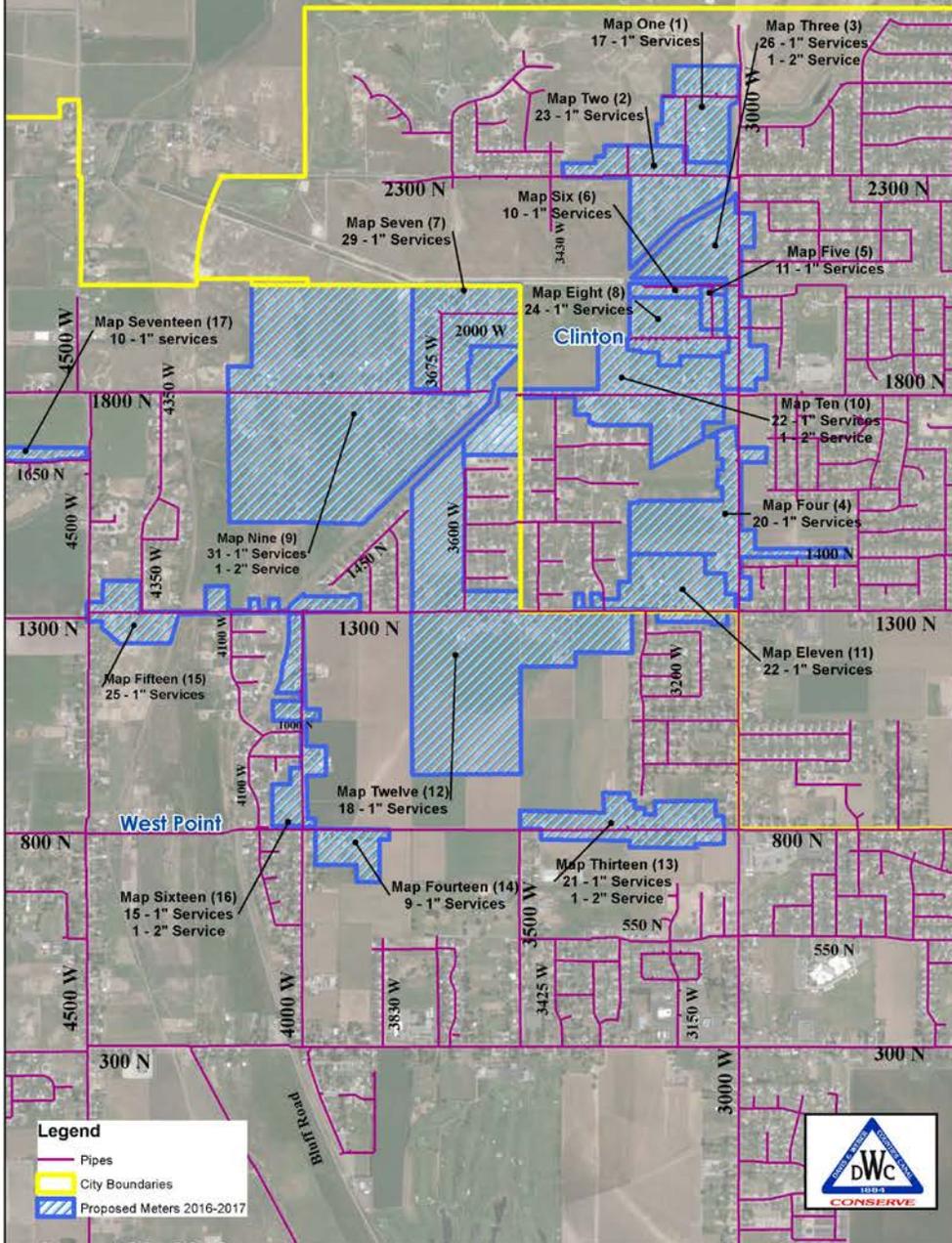
CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Cathy Derrick Employee of the Month for October 2016	AGENDA ITEM: B
PETITIONER: Dennis Cluff, Bruce Logan	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council recognizes Cathy Derrick as Employee of the Month for October 2016.	ROLL CALL VOTE: NO
FISCAL IMPACT:	
<p>BACKGROUND: I am recommending Cathy Derrick for Employee of the Month. She is our Recreation Receptionist. Cathy has a great attitude and is very upbeat and positive. She conveys a professional image while in the office and a positive enthusiastic manner with public when they enter our office. She is thorough, well-organized, and has good work habits. For example, she has a master book or big white binder kept on her desk with all the when's, how's and where's. That way she can answer all the questions the public might have.</p> <p>Cathy is terrific with all the office staff, which I both appreciate and applaud. She treats everyone fairly and with great respect. It makes the environment and the way she approaches her job extremely productive and positive. Cathy is our office big sister. She always looks at the good of everyone.</p> <p>Cathy's family has had many trials and tribulations over the last few years. Yet she has persevered and remained a stalwart and a superwomen for her family and our office.</p> <p>Cathy is a true public servant. She is passionate about our Department, this City and her family. Humility, dependability, responsibility, honesty, initiative, all contribute to the effective service she renders Clinton City Recreation.</p> <p>I and the staff of Clinton City Recreation are grateful to Cathy and do highly recommend her for Employee of the Month of October 2016</p>	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation From D&W Counties Canal Company	AGENDA ITEM: C
PETITIONER: Dennis Cluff, Rick Smith-Canal Company Manager	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council listen to Davis and Weber Counties Canal Company's presentation of secondary water metering	ROLL CALL VOTE: NO
FISCAL IMPACT:	
<p>BACKGROUND: The Davis and Weber Counties Canal Company (D&W) will be installing secondary water meters in the near future on existing secondary connections. Meters are now required on all new secondary water connections and we are beginning to upgrade the existing connections. We received a Bureau of Reclamation WaterSMART grant to help fund the installation of meters on some existing connections. The installation of the new meters will allow residents to learn about their water use and better conserve their secondary water.</p> <p>The meter installations will begin in November and continue through April 2017. The work will consist of a contractor removing the existing green box which contains the emergency shutoff valve and replacing it with a new meter box. There will be some minimal excavation required. The contractor (Thurgood Excavating) will restore the landscaping in the area affected by the installation. If the existing meter box is located in asphalt or concrete, the contractor will have to remove enough of the hardscape to replace the meter box and the hardscape that is removed will not be replaced. D&W needs to be able to service the new boxes in the future and will not be able to if the meter box is surrounded by hardscape.</p> <p>Property owners that are receiving meters will receive an informational postcard and a door hanger providing a 24 to 48 hour notice as to when this work will take place at their property. Attached is a map of the areas in West Point City and Clinton City that will receive meters in the coming months. D&W has hired a public information team (The Langdon Group) to help answer questions regarding the meter installations. Residents with questions can contact Marcus Murdock at (801) 499-7377 or mmurdock@langdongroupinc.com.</p>	
ATTACHMENTS: Map	

Proposed Meter Installation for Fall 2016 and Spring 2017



CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Public Hearing Ordinance 16-02S – Amending Title 26 – Subdivisions, Chapter 1 - General Provisions and 3 - Subdivision Application Procedure and Approval Process, of the City Code.	AGENDA ITEM: D
PETITIONER: Planning Commission and Community Development staff	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council consider adopting Ord 16-02S establishing revised chapters 1 and 3 of the Subdivision Ordinance.	ROLL CALL VOTE: <input type="checkbox"/> YES <input type="checkbox"/> NO
FISCAL IMPACT: NA	
<p>BACKGROUND: The Planning Commission, along with staff, has reviewed both chapters 1 and 3 of the Subdivision Code and considers them ready for adoption. Some important areas in Chapter 1 are the vesting of land use authority among the City Council, Planning Commission and the Community Development Director. Further, defining public purpose, providing development guidelines and design standards as described in this chapter. Chapter 3 classifies subdivisions as major and minor with details on the processes and requirements for a preliminary and final plat. Additionally, the application procedures required for processing these subdivisions are described.</p> <p>The Planning Commission and staff have been working on chapters 1 and 3 of the Subdivision Code and recommended approval by the City Council of these chapters.</p>	
ALTERNATIVE ACTIONS:	
ATTACHMENTS: Ordinance 16-02S	
REFERENCED DOCUMENTS:	

Respectfully Submitted,
Will Wright, Community Development Director

ORDINANCE 16-02S

AN ORDINANCE AMENDING TITLE 26 OF THE CLINTON CITY CODE BY RESCINDING CHAPTERS 1 AND 3 AND ADOPTING NEW CHAPTERS 1 AND 3

Whereas, Clinton City has a City Code comprised of Ordinances adopted by the City Council; and

Whereas, this City Code needs to be in compliance with the Utah State Statutes; and

Whereas, the State Legislature has modified some of the Statutes pertaining to subdivisions in city government; and

Whereas, language of the City Code Title 26, Subdivisions, needs to be updated and revised.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLINTON, DAVIS COUNTY, UTAH, that Chapters 1 and 3 of Title 26, Subdivisions, be amended in the City Code as follows:

SECTION 1: Chapters 1 and 3 of Title 26, Subdivisions, of the City Code are hereby rescinded.

SECTION 2: New Chapters 1 and 3 of Title 26, Subdivisions, are hereby adopted:

Chapter 1. General Provisions

- 26-1-1 Title
- 26-1-2 Policy
- 26-1-3 Public Interest
- 26-1-4 Purpose
- 26-1-5 Availability of Utility Services
- 26-1-6 Land Use Authority
- 26-1-7 Jurisdiction
- 26-1-8 Interpretation, Conflict and Severability
- 26-1-9 Savings Provision
- 26-1-10 Reservations and Repeal
- 26-1-11 Amendments
- 26-1-12 Variances
- 26-1-13 Development Guidelines and Design Standards
- 26-1-14 Enforcement, Violations, and Penalties
- 26-1-15 Constructive Notice of Time Periods

26-1-1 Title. In order that land may be subdivided in accordance with the purposes and policies herein, these subdivision regulations are hereby adopted and made effective as of ****{the date**

of this ordinance}. All applications for subdivision approval, including final plats, pending on the effective date of these regulations shall be reviewed under the regulations existing at the time such application was made unless the City Council determines on the record that application of these regulations is necessary to avoid a risk of injury to public health, safety, and general welfare. These regulations shall officially be known, cited, and referred to as the Subdivision Ordinance of Clinton City.

26-1-2 Policy.

(1) Regulation of the subdivision of land and the attachment of reasonable conditions to land subdivision is an exercise of valid police power delegated by the state to this City. The developer has the duty of compliance with reasonable conditions of this Ordinance for design, dedication, improvement, and restrictive use of the land to conform to the physical and economic development of the City and to the health, safety, and general welfare of the future lot owners in the subdivision and of the community at large.

(2) It is declared to be the policy of the city to consider the subdivision of land and any subsequent development of any portion of a subdivided piece or plat as subject to the control of the City pursuant to the General Plan of the City for the orderly, planned, efficient, and economical development of the City.

(3) Land to be subdivided shall be of such character that it can be used safely for building purposes without danger to health or peril from fire, flood or other menace, and land shall not be subdivided unless adequate public facilities and improvements will exist to properly provide for drainage, water, sewerage, and capital improvements such as parks, recreational facilities, transportation facilities, and improvements.

(4) The existing and proposed public improvements shall conform to and be properly related to the master infrastructure plans and the capital budget and program of the City. Land that has been subdivided prior to the effective date of these regulations should, whenever possible, be brought within the scope of these regulations to further the purposes of regulation(s) identified in Section 26-1-4.

26-1-3 Public Interest. Any proposed subdivision and its ultimate use shall be in the best interest of the public and shall be in harmony with good neighborhood development of the area concerned, and the subdivider shall present evidence to this effect when requested to do so by the Planning Commission.

26-1-4 Purpose. These regulations are adopted for the following purposes:

(1) To protect and provide for the public health, safety, and general welfare of the City.

(2) To guide the future growth and development of the City in accordance with the General Plan.

(3) To provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.

(4) To protect the character, the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of the community through appropriate growth management techniques assuring the timing and sequencing of development, promotion of infill development in existing neighborhoods and nonresidential areas with adequate public facilities, to assure proper urban form and open space separation of urban areas, to protect environmentally critical areas and areas premature for urban development.

(5) To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings.

(6) To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, parks, playgrounds, recreation, and other public requirements and facilities.

(7) To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building lines.

(8) To establish reasonable standards of design and procedures for subdivisions and re-subdivisions in order to further the orderly layout and use of land, and to ensure proper legal descriptions and establishment of survey monuments of subdivided land.

(9) To ensure that public facilities and services are available concurrent with development and will have a sufficient capacity to serve the proposed subdivision and that the community will be required to bear no more than its fair share of the cost of providing the facilities and services by requiring the developer to pay fees, furnish land, or establish mitigation measures to ensure that the development provides its fair share of capital facilities needs generated by the development.

(10) To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table, and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability, and beauty of the community and the value of the land.

(11) To preserve and/or improve the natural beauty and topography of the City and to ensure appropriate development with regard to these natural features.

(12) To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of development as established in the zoning ordinance of the City.

(13) To remedy the problems associated with inappropriately subdivided lands.

(14) To provide for safety and security of residents,

subdivisions, commercial properties, and traffic by planning, developing, executing and requiring a city wide street lighting and general lighting design and requirement.

26-1-5 Availability of Utility Services. No development, nor permit for development, shall be granted, approved, or issued unless the necessary public facilities in the applicable area have been determined to exist and have adequate capacity to accommodate the proposed development and are available or are to be available when the development occurs. The applicable area includes all facilities that directly or indirectly deliver the services to or are impacted by the proposed development. Such a determination is to be made by the Public Works Department based upon the approved infrastructure master plans.

26-1-6 Land Use Authority.

(1) City Council. The City Council is vested with the authority to approve, amend and approve, conditionally approve or disapprove an application for the final plat of a subdivision of land unless specifically excepted by this ordinance. The Board of Zoning Adjustment is the appeal authority to hear and decide appeals from decisions regarding final plats.

(2) Planning Commission.

(a) The Planning Commission is vested with the authority to review, approve, conditionally approve, and disapprove applications for the preliminary plats of subdivision of land. The City Council is the appeal authority to hear and decide appeals from decisions regarding preliminary plats.

(b) The Planning Commission is vested with the responsibility to review and make recommendation to the City Council concerning the approval, conditional approval, or disapproval of the final plat of a subdivision of land unless specifically excepted by this ordinance.

26-1-7 Jurisdiction.

(1) Applicability. These regulations apply to all subdivisions of land, as defined herein and in Chapter 2, located within the corporate limits of the City or outside the corporate limits as provided by law.

(2) Means. No land may be subdivided through the use of any legal description other than with reference to a plat approved by the City Council, in accordance with this Ordinance, except as specifically stated otherwise in this Ordinance.

(3) Issue of Permits.

(a) The subdivision of any lot or any parcel of land by the use of deed, metes and bounds description, devise and testacy, lease, map, plat, or other recorded instrument for the purpose of sale, transfer, lease, or development is prohibited.

(b) No building permit or certificate of occupancy shall be issued, nor shall the City have any obligation to extend utility services to any parcel created in violation of these regulations, for any parcel or plat of land which was created by subdivision after the effective date of, and not in conformity with, the provisions of this Ordinance, and no excavation of land or construction of any public or private improvements shall take place or be commenced except in conformity with this Ordinance and applicable regulations unless otherwise allowed by law.

(4) Requirements. No land described in this section shall be subdivided or developed until each of the following conditions has been met in accordance with these regulations:

(a) The subdivider or his agent has submitted a conforming preliminary plat and final plat of the subdivision to the Community Development Director as outlined by this ordinance; and

(b) The subdivider or his agent has obtained approval of the preliminary plat when required, and the final plat as outlined by this ordinance; and

(c) The final plat and construction drawings have been approved for construction by the Clinton City Engineer and the construction drawings have been marked "APPROVED FOR CONSTRUCTION" and issued by the Community Development Department; and

(d) The subdivider or his agent has paid fees associated with the subdivision of property and inspection of improvements related to the development of a subdivision as outlined by this ordinance; and

(e) The subdivider has provided to the City documentation from the Davis and Weber Counties Canal Company indicating that all fees associated with the secondary water system have been paid; and

(f) The subdivider or his agent files and causes to have recorded the final plat with the Recorder for Davis County; or the City Council has authorized the subdivider to start construction prior to recording of the final plat.

26-1-8 Interpretation, Conflict, and Severability.

(1) **Interpretation:** In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.

(2) **Public Provisions:** These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law except as provided in these regulations. Where any provision of these regulations imposes restrictions different from those imposed by any other provision of these regulations or any other ordinance, rule or regulation, or other provision of law, the provision which is more restrictive or imposes higher standards shall control.

(3) **Private Provisions:** These regulations are not intended to abrogate any easement, covenant or any other private agreement or restriction, provided that where the provisions of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant, or other private agreement or restriction, the requirements of these regulations shall govern. Where the provisions of the easement, covenant, or private agreement or restriction impose duties and obligations more restrictive or standards that are higher than the requirements of these regulations, or the determinations of the Planning Commission or the City Council in approving a subdivision or in enforcing these regulations, and such private provisions are not inconsistent with these regulations or determinations thereunder, then such private provisions shall be operative and supplemental to these regulations and the determinations made under the regulations.

(4) **Severability.** If any part or provision of these regulations or the application of these regulations to any person or circumstances is adjudged invalid by any court of competent jurisdiction, as provided by Utah law, the judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which the judgment shall be rendered and it shall not affect or impair the validity of the remainder of these regulations or the application of them to other persons or circumstances. The City Council hereby declares that it would have enacted the remainder of these regulations even without any such part, provision, or application which is judged to be invalid.

26-1-9 Savings Provision. These regulations shall not be construed as abating any action now pending

under, or by virtue of, prior existing subdivision regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, firm, or corporation, or as waiving any right of the City under any section or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the City except as shall be expressly provided for in these regulations.

26-1-10 Reservations and Repeals. Upon the adoption of these regulations according to law, the Subdivision Regulations of Clinton City adopted April 9, 1985, as amended, are hereby repealed, except to the extent expressly retained in these regulations.

26-1-11 Amendments.

(1) **Amendments to the Ordinance.**

This Ordinance may be amended from time to time in accordance with Utah law governing amendments to a land use ordinance, currently found at Utah Code Section 10-9a-503.

26-1-12 Variances.

Any person or entity desiring a waiver or modification of the requirements of this Ordinance as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest may apply to the Board of Zoning Adjustments for a variance from the terms of the Ordinance. The Board of Zoning Adjustments is bound by Utah law governing variances, currently found at Utah Code Section 10-9a-702, and may only grant a variance if the application meets the requirements found therein.

26-1-13 Development Guidelines and Design Standards. The Community Development Director with the assistance of the City Engineer, or a designee of the City Engineer may draft, interpret and recommend a set of development guidelines and design standards for subdivision approvals in the City. Such guidelines and standards are subject to approval by the City Council. The standards and guidelines shall be based upon reasonable engineering standards and practices. Any appeal from a guideline or design standard imposed by the guidelines and standards, shall be made to the Board of Adjustment, pursuant to Chapter 10 of the Zoning Ordinance of the City of Clinton.

26-1-14 Enforcement, Violations, and Penalties.

(1) **General.**

(a) It shall be the duty of the Community Development Director to enforce these requirements and to bring to the attention of the City Attorney or his designated agent any violations of these regulations.

(b) No owner or agent of the owner, of any parcel of the land located in a final plat of a subdivision that has been approved by the Land Use Authority in accordance with the provisions of these regulations may transfer or sell any part of the parcel before the final plat has been recorded with the Davis County Recorder's Office.

(2) Inspections. Appropriate departments of Clinton City shall inspect or cause to be inspected all buildings, streets, cement work, fire hydrants, and water supply, storm water disposal and waste water disposal systems in the course of construction, installation or repair. Excavation for fire hydrants and water and sewer mains and laterals shall not be covered or backfilled until such installation shall have been approved by Clinton City. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the responsible person by the inspector. Funds held in bond or escrow will not be released for any work that has not been inspected by the appropriate City Department. Fees related to inspections shall be paid by the subdivider, developer or his representative as outlined in the Consolidated Fee Schedule.

(3) Violations and Penalties. Any violations of this Ordinance shall be a Class 'C' misdemeanor.

Where applicable, each day of noncompliance shall constitute a separate violation.

(4) Civil Enforcement. Appropriate actions and proceedings may be taken in law or in equity to prevent any violation of these regulations, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation and to prevent illegal occupancy of a building structure or premises. These remedies shall be in addition to the penalties described above.

26-1-15 Constructive Notice of Time Periods.

(1) All land owners, subdividers, contractors, developers, or applicants are obligated to be aware of and are deemed to have constructive notice of all time periods and/or deadlines and the effect of noncompliance with said time periods and/or deadlines as set forth in this Ordinance relating to the application, processing and approval or other action relating to the development and subdivision of a project.

(2) Nothing in this Ordinance shall be construed as requiring the City to take any affirmative action to notify land owners, subdividers, developers, owners, builders, or applicants of any time periods and/or deadlines or the effect of noncompliance with said processing requirements set forth in this Ordinance relating to the processing and approval or other action relating to the development and subdivision of a project.

Chapter 3. Subdivision Application Procedure and Approval Process

- 26-3-1 General Procedure
- 26-3-2 Notice of Public Hearing
- 26-3-3 Preliminary Plat
- 26-3-4 Amendments to Preliminary Plat
- 26-3-5 Final Subdivision Plat
- 26-3-6 Vested Rights and Development Agreements
- 26-3-7 Signing and Recordation of Subdivision Plat
- 26-3-8 Suspension and Invalidation of Final Plat

26-3-1 General Procedure:

(1) Classification of Subdivisions: Before any land is subdivided the owner of the property proposed to be subdivided, or his authorized agent, shall apply for and secure approval of the proposed subdivision in accordance with the following procedures, which includes one (1) principal steps for a minor subdivision and two (2) principal steps for a major subdivision:

- (a) Minor Subdivision.
 - (i) Final Subdivision Plat
- (b) Major Subdivision.
 - (i) Preliminary Plat
 - (ii) Final Subdivision Plat

(2) Discussion of Requirements: Before preparing the plat, either preliminary or final for a minor or major subdivision, the applicant shall schedule an appointment and meet with the Community Development Director to discuss the procedure for approval of a subdivision plat and the requirements as to general layout of streets and for reservations of land, street improvements, drainage, sewerage, fire protection, and similar matters, as well as the availability of existing services. The Community Development Director shall also advise the applicant, when appropriate, to discuss the proposed subdivision with those officials who must eventually approve those aspects of the subdivision plat coming within their jurisdiction. The Community Development Director shall determine whether the development constitutes a minor or major subdivision and notify the applicant of the classification within thirty (30) working days.

26-3-2 Notice of Public Hearing:

- (1) Notice: Notice of City Council, Planning

Commission or other meetings, addressing the subdivision of land which requires Public Notice, the required notice shall be provided as required by Utah Code 10-9a-205.

(2) Assumption of Validity of Notice of Hearing: If no protest of the processing of the public hearing has been received in writing by the Community Development Director within 30 days of the public hearing the notice of public hearing is assumed to have been processed properly.

26-3-3 Preliminary Plat:

(1) Phasing Major Subdivision Plats: A preliminary plat may be divided into two or more phases and the Planning Commission may impose such conditions upon the filing of the phases as it may deem necessary to assure the orderly development of the subdivision. Such phases must contain at least ten percent (10%) of the total number of lots contained in the approved plat.

(2) Application Procedure and Requirements: The application for preliminary plat shall:

- (a) Be made on forms available at the office of the Community Development Director together with a fee that is set, from time to time and passed in resolution by the City Council;
- (b) Include all land which the applicant proposes to subdivide and all land immediately adjacent extending one hundred (100) feet from the subject property, or if applicable, of that directly opposite the subject property, extending one hundred (100) feet from the street frontage of opposite land, with the names of owners as shown in the County Assessor's files. This information may be shown on a separate current Tax Map reproduction from the County Recorder's Office showing the subdivision superimposed on the Tax Map;
- (c) Be accompanied by a minimum of six (6) copies of the existing condition drawings as described in these regulations;
- (d) Be accompanied by a minimum of six (6) copies of the complete preliminary plat as described in these regulations;
- (e) Be accompanied by a minimum of six (6) copies of construction plans for the preliminary plat as described in these regulations;
- (f) Additional copies of the preliminary plans may be required when dealing with services, districts, or roadways that are not under the control of the City; and

(g) Be presented to the Community Development Director a minimum of four (4) weeks prior to a regular meeting of the Planning Commission.

(3) Public Hearing: Upon determination that the application for preliminary plat is complete, the Community Development Director shall notice a public hearing before the Planning Commission in accordance with 26-3-2.

(4) Preliminary Approval: After the Planning Commission has reviewed the preliminary plat and construction plans, the report of the Community Development Director, any municipal recommendations and testimony and exhibits submitted at the public hearing, the applicant shall be advised of any required changes and/or additions. The Planning Commission shall approve, conditionally approve, or disapprove the preliminary plat. One (1) copy of the proposed preliminary plat shall be returned to the developer with the date of approval, conditional approval, or disapproval and the reasons therefore accompanying the plat. If the preliminary plat is disapproved by the Planning Commission, the applicant may appeal to the City Council as provided in 26-1-6(2)(a). Subsequent to an approval or conditional approval by the Planning Commission, the applicant may proceed directly to the filing of an application for approval of a final subdivision plat as provided in these regulations. The applicant shall have 120 days from the date that the preliminary plat is approved by the Planning Commission (or City Council upon appeal) to submit a final subdivision plat, after which time a new preliminary plat must be submitted for approval.

(5) Standards for Approval of Preliminary Plats: No preliminary plat of a proposed subdivision shall be approved by the Planning Commission unless the applicant proves by clear and convincing evidence that:

(a) Definite provision has been made for a water supply system that is sufficient in terms of quantity, dependability, and quality to provide an appropriate supply of water for the type of subdivision proposed;

(b) If a public sewage system is proposed, adequate provision has been made for such a system and, if other methods of sewage disposal are proposed, that such systems will comply with federal, state, and local laws and regulations;

(c) All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed uses of these areas are compatible with such conditions;

(d) The subdivider has the financial ability to complete the proposed subdivision in accordance with all applicable federal, state, and local laws and regulations;

(e) The proposed subdivision will not result in the scattered subdivision of land that leaves undeveloped parcels of land lacking urban services between developed parcels;

(f) The subdivider has taken every effort to mitigate the impact of the proposed subdivision on public health, safety, and welfare.

(6) Disapproval on Appropriate Findings: The Planning Commission is authorized to disapprove the preliminary plat based on findings even though the land proposed for subdivision is zoned for the use to which the proposed subdivision will be put and the proposed use is consistent with the General Plan.

(7) Effective Period of Preliminary Plat Approval: All approvals, conditions, and agreements regarding a preliminary plat shall expire one (1) year from the date of preliminary plat approval, by either the Planning Commission or City Council, if required, whichever is later, unless:

(a) The respective final plat, or a phase thereof, has been approved; or

(b) The respective final plat, or a phase thereof, has been submitted to the City, is scheduled for review, and it complies with the City Codes and the preliminary plat approval and requirements.

(c) If done by phases, the developer must continually file for the approval of at least one phase within one year of the most recent plat or phase approval. Said filing must comply with the City Code and the preliminary plat approval and requirements.

(8) Zoning and Subdivision Regulations: Every preliminary plat shall conform to existing zoning regulations and subdivision regulations applicable at the time that the proposed preliminary is submitted for the approval of the Planning Commission unless the Planning Commission or City Council has taken official action toward amending the applicable zoning and subdivision regulations and the applicant has reason to know of that action.

(9) Grading of Site Prior to Final Approval: Subsequent to preliminary approval the developer may apply for a topsoil and excavation permit from the City or such other agency or person as the City Council shall direct, and upon receipt of the permit may commence construction to the grades and elevations required by the approved preliminary plat.

(10) Model Homes: For the purpose of allowing the

early construction of model homes in a subdivision, the Planning Commission may permit a portion of a major subdivision involving no more than two (2) lots to be created in accordance with the procedures for minor subdivisions, provided the portion derives access from an existing city, county, or state roadway, and provided no future road or other improvement is anticipated where the lots are proposed. The final plat for the "minor" portion shall be submitted to the Planning Commission simultaneously with the preliminary plat for the entire major subdivision. Subsequent to final approval by the City Council the model homes may be constructed, subject to such additional requirements as the Planning Commission may require.

26-3-4 Amendments to Preliminary Plat: At any time after preliminary plat approval and before submission of a final plat, the applicant may request of the Community Development Director that an amendment be made in the approval or conditional approval of the preliminary plat. The Community Development Director may agree to proposed amendments that are deemed to be minor. If the proposed amendment is major, the Planning Commission shall hold a public hearing on the proposed major amendment in accordance with the same notice requirements found in Section 26-3-2. Any public hearing on a proposed major amendment shall be limited to whether the proposed major amendment should or should not be approved. The Planning Commission shall approve or disapprove any proposed major amendment and may make any modifications in the terms and conditions of preliminary plat approval reasonably related to the proposed amendment. If the applicant is unwilling to accept the proposed major amendment under the terms and conditions required by the Planning Commission, the applicant may withdraw the proposed major amendment. A major amendment shall include, but is not limited to, any amendment that results in or has the effect of decreasing open space in the subdivision by ten percent (10%) or more or increasing density in the subdivision by ten percent (10%) or more. An applicant may not propose more than two (2) major amendments to any preliminary plat. The Planning Commission shall, approve, conditionally approve, or disapprove the proposed major amendment.

26-3-5 Final Subdivision Plat:

(1) Application Procedure and Requirements: Following the approval of the preliminary plat the applicant, if wishing to proceed with the subdivision, shall file with the Planning Commission an

application for recommendation to the City Council for approval of a subdivision final plat. The application shall:

- (a) Be made on forms available at the Office of the Community Development Director, together with a fee as set forth in the Consolidated Fee Schedule.
- (b) Include the entire subdivision, or section thereof, which derives access from an existing state, county, or City street.
- (c) Be accompanied by a minimum of six (6) copies of the subdivision plat and the construction plans, as described in these regulations.
- (d) Comply in all respects with the preliminary plat, as approved.
- (e) Be presented to the Community Development Director at least four (4) weeks prior to a regular meeting of the Commission in order that a public meeting may be scheduled.
- (f) Be accompanied by all formal irrevocable offers of dedication to the public of all streets, City uses, utilities, parks, and easements, in a form approved by Clinton City Attorney; and the subdivision plat shall be marked with a notation indicating the formal offers of dedication. The applicant shall deliver a full covenant and warranty deed to all dedicated lands and improvements in proper form for recording, together with a title policy for Clinton City in the sum not less than ten thousand dollars (\$10,000), which sum shall be determined by Clinton City Attorney before signing of the final subdivision plat.
- (g) Be accompanied by the subdivision improvement agreement and security, if required, in a form satisfactory to Clinton City Attorney and in an amount established by the City Council upon recommendation of Clinton City Engineer and shall include a provision that the subdivider shall comply with all the terms of the resolution of final subdivision plat approval as determined by the City Council and shall include, but not be limited to, the performance of all required subdivision and offsite improvements, and that all improvements and land included in the irrevocable offer of dedication shall be dedicated to Clinton City free and clear of all liens and encumbrances on the premises.
- (h) Be accompanied by an inspection fee in an amount to be set from time to time by the City Council and published in the Clinton City Consolidated Fee Schedule and by written assurance from the public utility companies and improvement districts that necessary utilities will be installed and proof that the applicant has submitted petitions in writing for the creation or extension of any

improvement districts as required by the Planning Commission upon preliminary plat approval. The applicant shall also pay for each street sign required in the subdivision as outlined in the Consolidated Fee Schedule.

(2) Planning Commission Action: Following the public hearing noticed in accordance with 26-3-2, the Planning Commission will review the application for subdivision and shall forward to the City Council a recommendation for approval, approval with conditions or disapproval.

(3) Notice of Public Hearing: Upon recommendation of the Planning Commission the Community Development Director shall notice a public hearing before the City Council in accordance with 26-3-2.

(4) Public Hearing and Determination: After the date of the public hearing, including any adjourned date thereof, is closed, the City Council shall approve or disapprove the subdivision application by resolution which shall set forth in detail any reasons for disapproval. One copy of the final subdivision plat shall be returned to the applicant with the date of approval or disapproval noted on the plat, and, if the plat is disapproved, the reasons for disapproval accompanying the plat.

(5) Submission Requirements: Subsequent to the resolution of the City Council, six (6) paper copies of the construction plans and plat, and one (1) copy of the original of the subdivision plat on tracing cloth, and/or reproduction Mylar, and one (1) electronic file of the subdivision plat and one (1) copy of the subdivision plat on an 11" x 17" paper shall be submitted to the Community Development Director for final review. A check payable to the County Recorder in the amount of the current filing fee shall be provided. No final approval shall be endorsed on the plat until a review has indicated that all requirements of the resolution have been met.

26-3-6 Vested Rights and Development Agreements:

(1) Effect of Approval: Except as otherwise provided in this Section 3-6, no vested rights shall accrue to the owner or developer of any subdivision by reason of preliminary or final plat approval until the actual signing of the final plat by the Mayor.

(2) Effect of Recordation: Except as otherwise provided in this Section 3-6, no vested rights shall accrue to the owner or developer of any subdivision by virtue of the recordation of a final plat.

(3) Applicable Laws: To obtain final plat approval, the applicant shall be in compliance with all federal and state laws applicable at the time that the final plat

is considered for approval by the City Council. The applicant also shall be in compliance with all local laws and regulations applicable at the time that the preliminary plat was submitted to the Planning Commission in accordance with Section 3-3, except that the applicant shall comply with those local laws and regulations in effect at the time that the final plat is considered for approval by the City Council if the City Council makes a determination on the record that compliance with any of those local laws and regulations is reasonably necessary to protect public health and safety.

(4) Development Agreements: The City Council is hereby authorized, but under no circumstances is required to, enter into development agreements with individuals and/or entities.

(a) Requirements: The City Council may enter into a development agreement for any development, rehabilitation, reconstruction, or placement of improvements upon any property, for which a permit would be required, for the purpose of:

(i) Protecting the health, welfare, and safety of the citizenry;

(ii) Developing or maintaining aesthetics within a neighborhood or district;

(iii) Addressing proposed projects, and the impacts of such projects, which may not have been contemplated by the Code;

(iv) Addressing issues of the density of developments when required to balance competing interests;

(v) Refining uses within the development in furtherance of the general plan when considering neighboring properties;

(vi) Resolving issues regarding unique features or challenges confronting development;

(vii) Protecting sensitive lands;

(viii) Protecting public properties and interests, both tangible and intangible;

(ix) Clarifying the application of code requirements or City standards;

(x) Ensuring adherence to the overall intent of the City Code; and

(xi) For any other purpose consistent herewith; or,

(xii) When mutually agreed upon with the developer.

(b) General: The Development Agreement shall constitute a binding contract between the subdivider of the proposed subdivision and the municipality (the "parties") and shall contain those terms and

conditions agreed to by the parties and those required by this section. The Community Development Director is authorized to negotiate Development Agreements on behalf of the City.

(c) Covenants: Any covenant by the municipality contained in the Development Agreement to refrain from exercising any legislative, quasi-legislative, quasi-judicial or other discretionary power, including rezoning or the adoption of any rule or regulation that would affect the proposed subdivision, shall be limited to a period of five (5) years. The covenant shall also contain a provision that the municipality may, without incurring any liability, engage in action that otherwise would constitute a breach of the covenant if the action is required by federal or state law.

(d) Third Party Rights: Except as otherwise expressly provided in the Development Agreement, the Development Agreement shall create no rights enforceable by any party who/which is not a party to the Development Agreement.

(e) Limitation on Liability: The Development Agreement shall contain a clause that any breach of the Development Agreement by the municipality shall give rise only to damages under state contract law and shall not give rise to any liability for violation of the fifth and fourteenth amendments of the U.S. Constitution or similar state constitutional provisions.

(f) Developer's Compliance: The Development Agreement shall include a clause that the City's duties under the Agreement are expressly conditioned upon the subdivider's substantial compliance with each and every term, condition, provision, and covenant of the Agreement, all applicable federal, state and local laws and regulations, and its obligations under the subdivision improvement agreement.

(g) Adoption: The approved Development Agreement shall be adopted by the City Council pursuant to applicable state and local laws and shall be recorded in the Recorder's Office of Davis County.

(h) Incorporation as Matter of Law: All clauses, covenants, and provisions required by these regulations to be included in a Development Agreement shall be incorporated into the Development Agreement as a matter of law without respect to the intent of the parties.

26-3-7 Signing and Recordation of Subdivision Plat:

(1) Signing of Plat:

(a) When a subdivision improvement agreement and security are required, the Mayor shall endorse approval on the final plat after the agreement and security have been approved by the Community Development Director and City Engineer, and all the conditions of the resolution pertaining to the final plat have been satisfied.

(b) When installation of improvement is required prior to recordation of the final plat, the Mayor shall endorse approval on the final plat after all conditions of the resolution have been satisfied and all improvements satisfactorily completed. There shall be written evidence that the required public facilities have been installed in a manner satisfactory to Clinton City as shown by a certificate signed by Clinton City Engineer/Public Facilities Inspector and Clinton City Attorney stating that the necessary dedication of public lands and improvements have been accomplished.

(2) Recordation of Plat: It shall be the responsibility of the Community Development Director to file the final plat with the County Recorder's Office within ten (10) days of the date of the last signature on the final plat. Simultaneously with the filing of the final plat, the Community Development Director shall record the agreement of dedication together with such legal documents as shall be required to be recorded by Clinton City Attorney.

26-3-8 Suspension and Invalidation of Final Plat:

If the municipality suspends final plat approval for any subdivision plat under these regulations, it shall record a document with the Recorder's Office for Davis County declaring that final approval for the subdivision is suspended and that the further sale, lease, or development of property within the subdivision is prohibited except that this prohibition shall not apply to persons or parties who have acquired property from the subdivider unless the person or party acquiring property meets the definition of "common ownership" in Chapter 2. If any court of competent jurisdiction invalidates final plat approval for any subdivision, the City shall record a document with the Recorder's Office for Davis County declaring that the final plat for the subdivision is no longer valid and that further subdivision activity is prohibited.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Street Striper Bid Award	AGENDA ITEM: E
PETITIONER: Dennis Cluff, Mike Child	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council consider awarding the new striper bid award to PPG Architectural Coatings for \$5,615.	ROLL CALL VOTE: NO
FISCAL IMPACT: Budgeted \$3,500; the extra \$2,115 is available in the Motor Pool from other Public Works vehicle purchase savings.	
BACKGROUND: We budgeted for a new line striper for the streets. We have two local bids for a Line Lazer IV 3900 2 gun unit: PPG Architectural Coatings for \$5,615; Sherwin Williams for \$6,180.	
ATTACHMENTS: Bids & Photo of line striper unit	



**SHERWIN
WILLIAMS.**

PRICE QUOTATION

Account #: 2309-5536-1

09/09/2016
Quote #: 3047358

CLINTON CITY
2267 N 1500 W
CLINTON, UT 840158399
(801) 826-5098

Project: CLINTON CITY
Start Date: 09/10/2016
Completion Date: 09/30/2016
Purchase Type: Single Purchase

We are pleased to quote you as follows:

SALES NUMBER	SIZE	PRODUCT/REX NUMBER	DESCRIPTION	QTY	PRICE
220-8650	EACH	02208650	Line Stripper - Line Lazer 3"00	1	\$3,825.00
220-8676	EACH	02208676	Line Stripper - Line Lazer IV 3900 2 G.Un	1	55,750.00
132-3580	EACH	01323580	LLAZER V3900 AUTO 2G	1	\$7,602.00
220-9092	EACH	02209092	Line Stripper - Line Lazer IV 5900 2 G.Un	1	\$7,475.00
220-5718	EACH	02205718	Line Stripper - Line Lazer IV 2001 IS 2 Gun	1	\$6,040.00
921-4487	EACH	09214487	LINE LAZER IV 267SPS	1	\$9,095.00
1006-64895	EACH	100664895	LLV200 IS - PMS2AUTGUNS	1	\$9,515.00

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

Note: All prices are per gallon/unit.

TERMS OF THE SALE

Quotation Expires: 10/25/2016
F.O.B. Location:
Freight Terms:
Terms: As Agreed

By: Jason Bowman
Store Address: 426 N MAIN ST
City: CLEARFIELD State: UT Zip: 84015 3234
Store Number: 1676
Phone: (801) 776-2190
Territory #: 100

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by SHERWIN WILLIAMS. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by SHERWIN WILLIAMS. We request that it not be copied or shared with others outside of your firm.



CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Award Crack Sealing Bid for 2016	AGENDA ITEM: F
PETITIONER: Dennis Cluff, Mike Child	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council consider awarding the Crack Seal Bid to Morgan Pavement at \$2,450/ton totaling \$98,000.	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: As you recall, the crack sealing projects are best accomplished during the cooler months of the year. The work will be accomplished this Fall or next Spring depending on the weather. We had three bidders: Morgan Pavement @ \$2,450/ton = \$98,000; M&M Asphalt Services @ \$2,800/ton = \$112,000; and, Great Basin @ \$2,925/ton = \$117,000.	
ATTACHMENTS: Bids	

Clinton City Corporation
2016 Crack Seal Project

BID FORM

MORGAN PAVEMENT
Company Name

Item	Description	Unit	Quantity	Unit Price	Total
1	Crack Seal Streets Per APWA Section 31 01 17 Maxwell Elasti Flex 380 ASTM D-5329 or equivalent; Crack filling - Asphalt Pavement Plan 266 Cap Fill Type A	TON	40	2450. ⁰⁰	98,000. ⁰⁰
				Total =	98,000. ⁰⁰

All work shall conform to the Clinton City standard drawings and specifications and the 2012 APWA Standards.
All work shall be completed by December 9, 2016.

P.O. Box 190, CLEARFIELD, UT
Address
84015

801-544-5947
Telephone Number

[Signature]
Signature
10-21-16
Date

Clinton City Corporation
 2016 Crack Seal Project

BID FORM

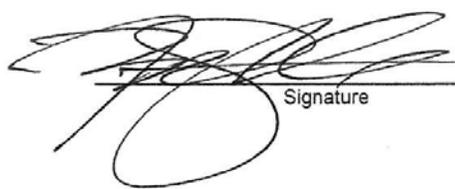
M+M ASPHALT SERVICES
 Company Name

Item	Description	Unit	Quantity	Unit Price	Total
1	Crack Seal Streets Per APWA Section 31 01 17 Maxwell Elasti Flex 380 ASTM D-5329 or equivalent; Crack filling - Asphalt Pavement Plan 266 Cap Fill Type A	TON	40	\$2800.00	\$112,000.00
Total =					\$112,000.00

All work shall conform to the Clinton City standard drawings and specifications and the 2012 APWA Standards.
 All work shall be completed by December 9, 2016.

5764 WEST LEO PARK RD, WEST JORDAN, UT 84081
 Address

801-280-9400
 Telephone Number


 Signature

26 Oct 2016
 Date

Clinton City Corporation
2016 Crack Seal Project

BID FORM

GREAT BASIN
Company Name

Item	Description	Unit	Quantity	Unit Price	Total
1	Crack Seal Streets Per APWA Section 31 01 17 Maxwell Elasti Flex 380 ASTM D-5329 or equivalent; Crack filling - Asphalt Pavement Plan 266 Cap Fill Type A	TON	40	\$2,925. ⁰⁰	\$117,000. ⁰⁰
Total =					117,000. ⁰⁰

All work shall conform to the Clinton City standard drawings and specifications and the 2012 APWA Standards.
All work shall be completed by December 9, 2016.

P.O. Box 494, KANSVILLE, UT
Address
84037

801-513-1196
Telephone Number

[Signature]
Signature
10-13-16
Date

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Reappointments to the City Building Division Board of Appeals	AGENDA ITEM: G
PETITIONER: Dennis Cluff, Will Wright	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council consider reappointing the current Board Members.	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: The Clinton City Building Division Board of Appeals hears and decides on appeals of decisions made by the City Building Official. The current Board is comprised of: Brian Arrington, General Contractor; Ed Pehrson, Roy City Building Official; Paul Bauer, Layton City Building Official; T. J. Mitchell, General Contractor; Tracy Hallady, Brigham City Building Official; and, Michael Fisher, Clinton Building Official (Ex Officio Member). There is no appointment term set by the Building Code for this Board. And because it is rarely called upon for an appeal, staff recommends that an open appointment be set, with staff annually contacting each appointee to insure their availability.	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Declaration of Surplus Property	AGENDA ITEM: H
PETITIONER: Dennis Cluff, Mike Child	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council declare the old Christmas wreaths surplus property.	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: Salvage/Disposal of Christmas Wreaths With the purchase of the new Christmas decorations we are left with approximately 60 of the old wreaths. They are 40" in diameter on a steel mounting frame and they have a string of lights interwoven. Some of the lights are not working and some wreaths are in better shape than others but their overall condition is pretty good. We plan on keeping 10 for possible future use on city buildings but we do not have storage space for the rest. We could take them to the surplus auction yard or we could make them available to the city residents at a price, first come, first serve. Mike has contacted the Recreation Department but they do not have any interest in them.	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: <u>Resolution 15-16</u>- New Interlocal Cooperation Agreement with Davis Metro Narcotics Strike Force	AGENDA ITEM: I
PETITIONER: Dennis Cluff; Chief Bill Chilson	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council adopt Resolution 15-16 approving the new Interlocal Cooperation Agreement with the Davis Metro Narcotics Strike Force.	ROLL CALL VOTE: YES
FISCAL IMPACT:	
<p>BACKGROUND: Because of use of their grant money, the US Dept of Justice is requiring a newly signed Interlocal Agreement along with future annual Agreement reviews. The Metro Narcotics Strike Force incorporates the County and all the Davis area cities. The City has been participating with the Strike Force for many years, with a formal Interlocal Agreement since December 2004. This new revised Agreement is practically the same as the existing one, yet apparently has a few added statements in:</p> <p>Section 2.B.2.b.(3) - last part of the paragraph; Section 2.B.2.c & (1), (2); Section 4.A. & E.(first sentence); Section 5.B.; Section 7 (revised); and, Section 12 (E,I,J,K,L,M & O...no "N" is in the text).</p> <p style="padding-left: 40px;">In addition there are minor wording changes. None of these changes really change the essence of the original Agreement, they merely clarify and update the operating guidelines of the Strike Force.</p> <p style="padding-left: 40px;">This is still (up to) a 50 year agreement, with the time clock being reset to 2016. Any participating agency may still withdraw from this group with 30 days notice.</p>	
ATTACHMENTS: Agreement and Resolution 15-16	

RESOLUTION NO. 15-16

A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS METRO NARCOTICS STRIKE FORCE.

Whereas, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for the promotion of police protection; and,

Whereas, Davis County and all Davis county cities are desirous in working together on a regional basis to stem the growing problem of illegal controlled substance production, manufacture, trade and use; and,

Whereas, the effective investigation and prosecution of sales, use and manufacturing of illegal controlled substances requires specialized personnel who are able to pursue and investigate regionally; and,

Whereas, such a metro strike force is too expensive for one jurisdiction to effectively fund on its own.

NOW, THEREFORE, the Clinton City Council hereby resolves that the Interlocal Cooperation Agreement with Davis Metro Narcotics Strike Force attached hereto, is hereby approved; and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

INTRODUCED AND PASSED THIS 8th DAY OF NOVEMBER , 2016.

Attest:

Clinton City
Municipal Corporation

Dennis W. Cluff, City Recorder

Mayor L. Mitch Adams

Posted: _____

AGREEMENT NO. 2016-_____

INTERLOCAL COOPERATION AGREEMENT
DAVIS METRO NARCOTICS STRIKE FORCE

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

WITNESSETH

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

AGREEMENT

Section 1. Effective Date and Duration of Agreement

- A. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

Section 2. Strike Force

- A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.
- B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.

1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.
 - a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.
2. The duties of the Executive Board shall be:
 - a. Review and coordinate the activities of the Strike Force generally.
 - b. Select a Strike Force Commander.
 - (1) The Strike Force Commander shall be of Lieutenant rank or higher.
 - (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
 - (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
 - (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
 - (5) The Commander shall perform such other duties as required by the Executive Board.
 - c. Establish by-laws and operating policy as needed.
 - (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
 - (2) Operating policy is acted upon as provided by the By-Laws.
3. Designation of Lead Agency.
 - a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
 - b. The Lead Agency will remain in place for a term determined by the Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice (“CCJJ”) requires a minimum of a four-year commitment from the Lead Agency.
 - c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction’s policies and procedures.
- C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.
- D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.
- E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents

of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 3.

- F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

Section 3. Participants

- A. Parties or participants to this agreement shall consist of two categories:
 1. Manpower participants are those agencies that supply personnel to the Strike Force.
 2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
 3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

Section 4. Costs

- A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.
- B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.
- C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.
- D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds \$7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.
- E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.
- F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

Section 5. Liability & Indemnification

- A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or

omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.

- B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.
- C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

Section 6. Participation by Outside Agencies

- A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined appropriate by the Executive Board.

Section 7. Termination Provisions

- A. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 1. The mutual written agreement of the Parties;
 - 2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
 - 3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

Section 8. Withdrawal

- A. Any party may withdraw upon providing thirty days written notice to the Board.
- B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

Section 9. Seizures

- A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

Section 10. Policies

- A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

Section 11. Disciplinary Action

- A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.
- B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

Section 12. Miscellaneous

- A. Each party and participant hereby represents and warrants that:
 - 1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
 - 2. It is duly authorized to execute and perform this Interlocal Agreement; and
 - 3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.
- B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.
- D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.
- E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.
- F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- I. This Agreement is not intended to benefit any party or person not named as party hereto.
- J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.
- K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of or in relation to this

Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

- L. Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
- M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.
- O. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
DAVIS COUNTY, UTAH

JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH
Davis County Clerk / Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Davis County Clerk / Auditor

COUNTY ATTORNEY

CLINTON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2016.

By: _____

Title: _____

Date: _____

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 16-16 Amendment to the FY 16-17 Clinton City Consolidated Fee Schedule	AGENDA ITEM: J
PETITIONER: Dennis Cluff	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council adopt Resolution 16-16, amending the adopted FY 2016 - 17 Clinton City Consolidated Fee Schedule.	ROLL CALL VOTE: YES
FISCAL IMPACT:	
BACKGROUND: Change fire service fee to \$34 Add fire inspection fee for \$59 (For some reason this was left off the 2014 & 15 Fee Schedules and needs to be re-instated.)	
ATTACHMENTS: <p style="text-align: center;">Resolution 16-16</p>	

RESOLUTION NO. 16-16

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE OF THE CITY OF CLINTON

WHEREAS, The city has enacted ordinances establishing special fees; and,

WHEREAS, These ordinances give the City Council authority to set fees by resolution; and,

WHEREAS, It is the responsibility of users of city services to pay for requested services; and,

WHEREAS, Impact upon city services should be mitigated by those sources and users causing the impact.

NOW, THEREFORE, THE CLINTON CITY COUNCIL RESOLVES TO ADOPT THE ATTACHED CONSOLIDATED FEE SCHEDULE FOR FISCAL YEAR 2016-17

PASSED BY MOTION AND ORDERED PUBLISHED by the Council of Clinton City, Utah, this 8th day of November, 2016.

L. MITCH ADAMS
MAYOR

ATTEST:

DENNIS W. CLUFF
CITY RECORDER

Posted: _____

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: City Manager Contract and Appoint Renewal	AGENDA ITEM: K
PETITIONER: Mayor Adams, Dennis Cluff	MEETING DATE: November 8, 2016
RECOMMENDATION: That the Mayor and Council approve the new contract with the City Manager which includes reappointment through June 2019	ROLL CALL VOTE: YES
BACKGROUND: <p>As part of the new amendments to Title 2 of the City Code, the City Council has chosen to enter into a more formalized contract with the City Manager. This new contract will be in effect during the City Manager's employment until such time as it is revised by mutual approval of both the City Manager and the Council. It also includes the reappointment of the City Manager to run through June 2019 and allows subsequent 3 year appointments as approved by the Mayor and City Council. It outlines the basic employment guidelines, salary and benefits for the City Manager and references Title 2 Chapter 6 of the City Code and City Personnel Policy as inclusions in the contract.</p> <p>Since this action is the hiring or re-hiring of the City Manager, the Mayor is allowed to add his vote to this action.</p>	
ATTACHMENTS: Contract	

CLINTON CITY, UTAH

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Agreement (“Agreement”) is made and entered into effective the 8th day of November, 2016 by and between the Mayor and City Council of Clinton City, Utah, a municipal government (“Council”) and Dennis W. Cluff, City Manager (“Cluff”).

RECITALS

- A. It is the desire of the Council to establish the terms and conditions of employment of Cluff as the City Manager.
- B. This Agreement shall outline the compensation, benefits, termination and severance for Cluff.

The parties of the Agreement acknowledge and agree to the following terms:

- A. Employment of the City Manager. Cluff was hired on July 14, 1994 as the Clinton City Manager and so continues at the time of this Agreement.
- B. Duties. Duties of the City Manager are outlined in Title 2, Chapter 6 of the Clinton City Code, City Personnel Policies and his duties may be amended or modified by majority direction of the Council.
- C. Term-Renewal. Following approval, this Agreement shall continue in effect until such time as it is revised by mutual approval of both Cluff and the Council. Commencing on the effective date of this Agreement, November 8, 2016, Cluff’s City Manager appointment shall be through June 2019 or until this Agreement is otherwise terminated pursuant to its terms. Reappointment as City Manager for an additional period of 3 years shall be available at the end of this current term, if so approved by the Mayor and City Council. A non-renewal by the Mayor and City Council of Cluff as the City Manager shall automatically initiate Clause “F” of this Agreement, except in the case of an action by Cluff in accordance with Clause “E”.
- D. Compensation & Benefits:
 - 1) Cluff shall receive salary at the Pay Schedule class 32-step 15, starting at the time of the signing of this Agreement as well as continued 401K contribution by the City of 7.05% of salary to his URS account;
 - 2) Cluff shall be eligible for and receive annual increases as allowed for all employees through the City Personnel Policies and action by the City Council, which includes potential special bonuses and/or bonus Merit Steps.
 - 3) Cluff shall receive paid medical, retirement, paid leave, vacations, holidays and all the same benefits as provided for all exempt employees through the City Personnel Policies;
 - 4) Cluff shall receive a taxable monthly vehicle allowance of \$500 which shall be increased annually based on CPI (all items index), if there is inflation.
- E. Voluntary Separation or Retirement:
 - 1) Cluff shall provide at least a 30-day notice of separation from the City in order to allow the

Mayor and City Council time to begin the selection process for a new City Manager;
2) Upon separation, Cluff shall be fully paid for all accrued vacation leave, any unused pre-paid FSA (flexible spending account) funds and if retiring, the Personnel Policy allowed payment on accrued sick leave.

- F. Termination: Cluff serves as an “at will” employee and may have his employment as the City Manager terminated by a majority vote of the Mayor and City Council at a noticed City Council meeting at any time. If his employment is terminated for other than proven malfeasance of office, he shall receive the following severance:
- 1) Two (2) weeks salary (at his rate at the time) for every year of employment with the City as City Manager, including any proportionate amount for a partial year;
 - 2) Full pay for all accrued vacation leave and any unused pre-paid FSA (flexible spending account) funds;
 - 3) City shall also pay for two (2) months continuation of medical benefit premiums through the CORBA program, and Cluff shall be allowed to continue with the City’s medical program through premium payments as allowed by the CORBA law.

Approved and signed by the parties on November 8, 2016.

For Clinton City:

Dennis W. Cluff

L. Mitch Adams, Mayor

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Potential Property Purchase	AGENDA ITEM: L
PETITIONER: Dennis Cluff, Mike Child	MEETING DATE: November 8, 2016
RECOMMENDATION: That Council approve staff to seek the purchase of the property discussed in Closed Session for the amount authorized	ROLL CALL VOTE: YES
FISCAL IMPACT:	
BACKGROUND: In Closed Session the Council discussed the proposal of seeking to purchase property within the City.	
ATTACHMENTS:	

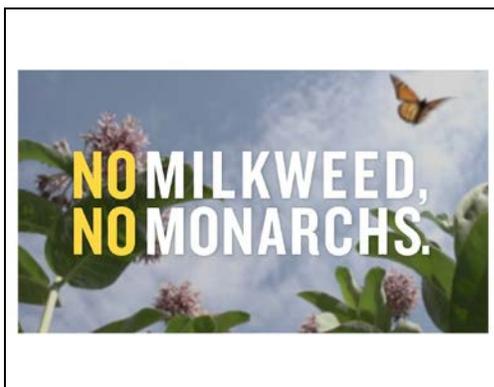
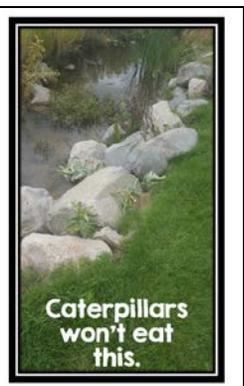
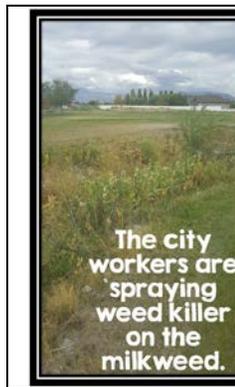


**CLINTON CITY COUNCIL MINUTES
CITY HALL
2267 North 1500 W Clinton UT 84015**

MAYOR
L. Mitch Adams

CITY COUNCIL MEMBERS
Anna Stanton
Karen Peterson
Mike Petersen
Barbara Patterson
TJ Mitchell

Date of Meeting	October 11, 2016	Call to Order	7:05 p.m.
Staff Present	City Manager Dennis Cluff, Public Works Director Mike Child, Recreation Director Bruce Logan, Fire Chief Dave Olsen, Police Chief Bill Chilson and Lisa Titensor recorded the minutes.		
Citizens Present	Collin Mikkelsen, William Harper, Brennon Martinez, Jayden Smith, Chad Mikkelsen, Ryan Smith, John Talbot, Hunter Perry, Bryce Pitkin, Joshua Wagstaff, Jeff Mikkelsen, Shauna & Garrett Clark, Jack & Shanna Howell, Erinn & Adam Luiz, R. Nebeker, Bart & Valery Flint, April Olson, Marcie Kohler, Alison Conover, Jose Daniel, Josh & Tammy Alt, McFarlane S, Andrea and Alex Long, Blaire Barker, R.R. Handy, Sharlene Stoker, Frank Stoker, Stephanie DeJong, Angelina DeJong, Parker Black, Nicole Brennan, Karen & Beau Barlow, Crystal Rypkema, Wade Johnson, Alisha McKaughlan, Bobby & Sue Powell, Mike Read, Juan Bolanos, Cory & Diann Cook, Chris & Larisa Adams, Andy & Jill Hale, Andrew & McKay Merrill, Tyler & Elisa Dickamore, Jennie & Madilyn Miller, Ryan, Ashlee, Carter & Asher Jones, Stacie Thompson, Jaxon Thompson, Suzanne & Zaylee Decaria, Kathy & Kids Bagley, Mandy & Kaitlyn Stoker, Jon Hess, Dallas & Josh Ingles, Rob Elggren, Sarah Nelson, Danielle & Adalynn John, Lori Miller, Kelly & Lillian O'Brien, Blake Paine, Ethan Alt, Scotland Ingles, Cason Cook		
Pledge of Allegiance	Ethan Alt, Scotland Ingles, Cason Cook		
Prayer or Thought	Kinley Bolanos gave a thought on kindness.		
Roll Call & Attendance	Present were: Councilmember Anna Stanton, Councilmember Karen Peterson, Councilmember Mike Petersen, Councilmember Barbara Patterson, Councilmember TJ Mitchell and Mayor Mitch Adams		
A. PRESENTATION ON SAVING THE MONARCH BUTTERFLY			
Petitioner	Voyage Academy First Grade Class		
Discussion	<p>Councilmember Stanton introduced the first grade teachers Amy Troyer, Larisa Adams and Blair Barker.</p> <p>The first grade class gave the following presentation:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>The Monarch PROJECT</p> </div> <div style="border: 1px solid black; padding: 10px;"> <p>Monarchs need milkweed to survive. Sadly, this is the best milkweed we could find in Clinton...</p> </div> </div>		



The Monarchs in Clinton need our help!

Together,
WE CAN SAVE
 the
Monarchs

We want to hang up signs around the pond to remind visitors that milkweed is a habitat for monarch caterpillars.

Here are the signs we made. We worked really hard on them.



Milkweed

Milkweed is a habitat for monarch butterflies.

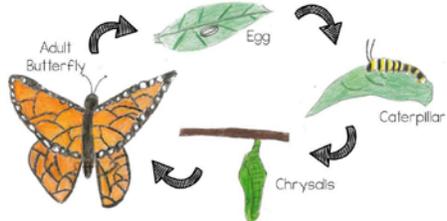
Monarch caterpillars eat milkweed.

Please don't step on, spray weed killer, or pull the milkweed so the butterflies will come back.



This sign was made by Voyage Academy, 2006-2007 First Grade Class.

The Monarch Life Cycle



Once the caterpillar becomes a butterfly, it will migrate to Mexico for the winter. Monarchs will return to Clinton Pond every year if there is milkweed to lay eggs on.

This sign was made by Voyage Academy, 2006-2007 First Grade Class.

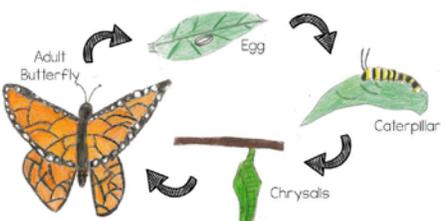
Together we can save



the Monarchs!

This sign was made by Voyage Academy, 2006-2007 First Grade Class.

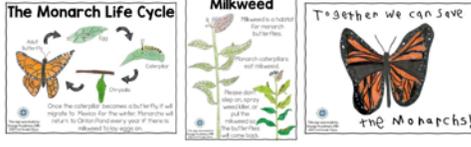
The Monarch Life Cycle



Once the caterpillar becomes a butterfly, it will migrate to Mexico for the winter. Monarchs will return to Clinton Pond every year if there is milkweed to lay eggs on.

This sign was made by Voyage Academy, 2006-2007 First Grade Class.

Can we please put these signs up at the pond?



We also need the workers to stop spraying weed killers on the monarch's food. Can you put a stop to this?

**WE WANT TO
SAVE THE
MONARCHS!**

Mr. Child explained that to the best of his knowledge weeds around the pond are not sprayed in order to encourage the growth of vegetation to compete with algae in the pond.

Mayor Adams asked Mr. Child to ask the crew to try to avoid spraying the milkweed plant.

Mr. Cluff provided the following information with the City Council in the staff report:

Monarch butterflies are unique in that they migrate in the Fall to the warmer climates of California (butterflies west of the Rocky Mountains) and Northern Mexico (butterflies east of the Rocky Mountains). After wintering, they migrate north again to various parts of the USA, along the west coast and across the Midwest as far north as southern Ontario, Canada. They lay their eggs on noxious milkweed, on which their larva (caterpillars) feast. The caterpillars develop, spin their chrysalis cocoon and 10 or so days later emerge as a butterfly. During the summer they go through this life cycle numerous times, normally living only a few weeks. But the last generation of butterflies for the season doesn't immediately reproduce; they live 8-9 months and migrate back to their wintering homes. They reproduce in their wintering areas in the Spring and that new butterfly generation heads off to the north on their annual migration cycle.

The problem is the milkweed areas are diminishing. Wherever milkweed grows, monarch butterflies will be prevalent. More milkweed areas exist throughout the Midwest. The butterflies can live off of any kind of nectar, but the caterpillars only eat milkweed (which is why they are poisonous to eat). USDA is investing \$4 million this year in setting up native milkweed planted areas along the migration routes of this butterfly in an effort to help the continuation of this species.

Mayor Adams thanked the Voyage Academy first grade for a great presentation.

CONCLUSION Councilmember Stanton moved to allow Voyage Academy first grade classes to erect three save the monarch butterfly signs around the pond to protect the milkweed. Councilmember M. Petersen seconded the motion. Councilmember's Patterson, Stanton, K. Peterson, M. Petersen, and Mitchell voted in favor of the motion.

B. EMPLOYEE SERVICE AWARDS-THIRD QUARTER OF 2016

Petitioner	Dennis Cluff		
Discussion	Fire	Brad Jensen	5 Yrs - \$25
	Fire	Brady Drescher	10 Yrs - \$50
	Fire	Brian Griffin	5 Yrs - \$25
	Police	Shawn Stoker	10 Yrs - \$50
	PW	Armando Guzman	5 Yrs - \$25

C. DEPT HEAD OF THE 3RD QUARTER OF 2016 – FIRE CHIEF DAVID OLSEN

Petitioner	Dennis Cluff
Discussion	Mr. Cluff reported that Fire Chief David Olsen has been the Clinton City Fire Chief for just over 4 years. He has established himself as the manager and leader of the Fire Department. He is a competent, well organized and caring leader.
	David is very responsive to the needs of the City, particularly within the Fire Dept area of services.

	<p>It is very important to him to serve the public with excellent fire and EMS protection services. He continues to instill this same attitude of service with a positive outlook to his Fire Staff and Cadre.</p> <p>David continues moving forward with the assignments, personnel and other issues that seem to continually and typically arise in the process of providing public services. He is doing an excellent job. He said he is pleased to work with David and happy to recognize him as the Department Head of the 3rd Quarter of 2016.</p> <p>Mayor Adams expressed appreciation for the good example Chief Olsen is in the community and especially for the children by teaching them they can be whatever they want to be. He presented him with an award and gift card in recognition.</p> <p>Chief Olsen expressed appreciation for being selected as the Department Head of the Quarter. He said he enjoys working for Clinton City.</p>
D. 7:15 PM PUBLIC HEARING, RESOLUTION 13-16 – REQUEST TO AMEND THE FINAL PLAT OF COUNTRY HOMES SUBDIVISION LOCATED AT 2063 NORTH 2475 WEST	
Petitioner	Kyle and Lindsay Hamblin, owners
Discussion	<p>Mr. Wright explained that lot 13 of the Country Homes Subdivision would be enlarged by combining a small parcel located adjacent and to the west of this lot, thereby amending the Final Plat of the subdivision. This additional parcel was included in the original purchase by the Hamblin's. However, they receive and pay two separate tax bills. They would like to add on to their home which requires the lots be combined into one.</p> <p>Kyle Hamblin reviewed the property on a map with the Council.</p> <p>Mayor Adams opened the public hearing at 7:35 p.m.; with no public comment he closed the public hearing at 7:36 p.m.</p>
CONCLUSION	Councilmember Mitchell moved to adopt Resolution 13-16, approving the Final Plat for the Country Homes Subdivision by changing Lot 13 of that subdivision. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Mitchell, aye.
E. 7:25 P.M. PUBLIC HEARING ORDINANCE 16-02Z – REQUEST TO AMEND CHAPTER 22 OF THE CLINTON CITY ZONING ORDINANCE 28-22 FOR THE PATIO HOME (PH) ZONE BY CHANGING SECTION 4(6) AESTHETICS, TABLE 22.4.6 TO ALLOW STUCCO AS AN ACCEPTABLE BUILDING MATERIAL TO THE EXTERIOR ON THE SIDES AND REAR AREAS OF PATIO HOMES	
Petitioner	Bruce Nilson, Nilson Development
Discussion	<p>Mr. Wright provided the following information in the staff report:</p> <p>Bruce Nilson, owner of Nilson Development, has requested that stucco be added as an approved building material for the sides and rear of homes in the Patio Home (PH) Zone. The Building Official issued a statement that stucco is an approved building material for houses in other zones in Clinton. Although he did not express any objection to stucco being used, he didn't want to grade the strength and quality as this is considered more of a policy matter.</p> <p>During the review before the Planning Commission, the majority of Commissioners agreed that stucco should be allowed and some members expressed an opinion that stucco should even be allowed in the front area of homes in the Patio Home (PH) zone since it is a permitted building material in all of the other zones in Clinton. However, this consideration was not included in this recommendation since it was not brought out by the applicant in the original request.</p> <p>Bruce Nilson stated he is currently building patio home developments in three cities. He feels that the current Clinton ordinance is excessive in requiring brick, rock or hardboard on all four sides of the homes. The sides and rear are not very visible from the front. He said this requirement increases the cost of the homes as much as \$7,000.00. He referred to the Building Official statement that stucco is an approved building material. He said in his experience stucco is a good durable product that is aesthetically appealing. Some seniors he has talked to feel they are being discriminated against with this requirement. He asked why patio homes are different compared to</p>

other developments.

Mayor Adams explained the intent behind this requirement is to provide a superior durable quality development which compensates for higher density neighborhoods and maintains long term appearance and desirability. His experience with stucco has not been favorable especially when installed with Styrofoam.

Mr. Nilson responded the quality of stucco has been improved. Proper installation provides long term durability and appearance.

Mayor Adams opened the public hearing at 7:50 p.m.

William Harper commented he feels stucco is good. How your house looks represents you as an individual.

Mayor Adams said the issue is if stucco will have longevity.

William said in today's technology products are generally improved.

Mr. Wright explained that the Planning Commission discussed this issue at length, they forward a recommendation of approval based on the improved quality of the stucco product.

Mr. Nilson said his company has a good warranty program. They have actually had more problems with brick and rock than with stucco.

Mayor Adams closed the public hearing at 7:54 p.m.

Councilmember Mitchell said he is not a fan of stucco although he does agree the product has improved. Proper installation is a key factor. Going back to the intent, it was intended as a tradeoff for higher density. He would recommend vinyl siding over stucco. His opinion is to stick with the current ordinance.

Councilmember Stanton said she agrees that the reason for allowing higher density was to require a quality development; she is in favor of leaving the ordinance as it is.

Councilmember M. Petersen said he has had some personal experience with stucco in regards to mold and cracks. He feels the quality of the installation is a concern. For now he is in favor of the existing requirement.

Councilmember K. Peterson said that the residents have been clear that they are not in favor of higher density. She feels the city's compromise for higher density is higher quality. The patio homes appear to be in high demand and sell quickly; she is not compelled to change the ordinance at this time.

Councilmember Patterson said she does not like stucco; she is in favor of keeping the ordinance as it is.

Mr. Nilson asked for clarification on table 22.4.6; he asked if the Council's interpretation is that an escrow is allowed for the landscaping in order to obtain a certificate of occupancy when the landscaping is delayed due to weather.

The Council confirmed an escrow should be allowed for landscaping and the certificate of

	occupancy provided.
CONCLUSION	Councilmember M. Petersen moved to reject Ordinance 16-02Z an amendment to Chapter 22 of the Clinton City Zoning Ordinance 28-22 for the Patio Home (PH) Zone by changing Section 4(6) Aesthetics, Table 22.4.6 to allow stucco as an acceptable building material to the exterior by on the sides and rear areas of patio homes. Councilmember K. Peterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Mitchell, aye.
F. SUBDIVISION FINAL ACCEPTANCE - DAWSON ESTATES AMENDED # 2 LOCATED AT 1523 W 2050 N	
PETITIONER	James Van Sweden
Discussion	Mr. Child reported that Public Works has completed all the inspections.
CONCLUSION	Councilmember Stanton moved to grant final acceptance of all City public improvements installed with Dawson Estates Amended #2. Councilmember Patterson seconded the motion. Councilmembers Patterson, Stanton, K. Peterson, M. Petersen and Mitchell all voted in favor of the motion.
G. RESOLUTION 14-16, AMENDMENT TO THE FY 16-17 CLINTON CITY CONSOLIDATED FEE SCHEDULE	
Petitioner	Dennis Cluff
Discussion	Mr. Cluff identified the change to the Fee Schedule is due to reducing the Slurry Seal charge from \$1.70/sq yd to \$1.30/sq yd based on a recent Council decision to drop the HA5 and Onyx type street surface treatments and only use slurry seal. The overall cost per square yard has been reduced by nearly 24%. With the intent to only recover the cost of the slurry, some admin time and engineering time, the fee should be reduced accordingly and should be retroactive to July 1, 2016 so it is pertinent to the current subdivision activity. The reduced cost of the current slurry charge will affect three current subdivision projects, only one of which has actually made payment; a reimbursement will be made for that subdivision.
CONCLUSION	Councilmember K. Peterson moved to adopt Resolution 14-16, amending the adopted FY 2016 - 17 Clinton City Consolidated Fee Schedule. Councilmember Stanton seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Mitchell, aye.
H. ORDINANCE 16-02, AMENDING TITLE 2 OF THE CITY CODE	
Petitioner	Dennis Cluff
Discussion	Mr. Cluff reported that the proposed changes to Title 2 (Administration) of the City Code incorporate clarifications of language, current processes and updates per Utah State Code. The biggest change is to Chapter 11, Records Access and Management. Due to constant changes in the required State Statutes on Records and GRAMA (Government Records and Management Act) staff felt it would be more appropriate to adopt the State Code by reference. Councilmember K. Peterson then suggested that as identified in §2-4-4, the Council adopt rules of procedure. She also suggested the following changes to clarify some information in Chapter 6 regarding the City Manager: Suggested Changes: <u>2-6-2 Appointment and Employment</u> <u>The appointment of the Manager shall be made by a majority vote of the Mayor and City Council. The City Council shall direct the Mayor to negotiate a formal employment agreement with the appointee, and may set special terms and conditions on such negotiations. Once a formal employment agreement has been negotiated with the appointee, the Mayor shall present the agreement to the City Council for its approval. Upon the City Council's approval, the Mayor shall sign the agreement on behalf of the City.</u> <u>2-6-3 Term of Office</u> The Manager shall serve at the pleasure of the Mayor and City Council except that the Manager may be appointed for a term not to exceed three (3) years. The <u>employment agreement</u> may be renewed by the

	<p><u>Council</u> at any time. Any person serving as Manager of the City under this section may be removed with or without cause by a majority vote of the Mayor and City Council.</p> <p>2-16-19 Removal from Office The Mayor and City Council may at its pleasure, by majority vote, remove the Manager. Except in the case of removal for proven malfeasance in office, the Manager, upon his removal shall be paid an unpaid balance of his salary due to the date of his removal together with the same rate for the next six (6) calendar months following the date of his removal as well as all other appropriate accrued paid leave time.</p> <p>The Council discussed the proposed changes and agreed that it is in the best interest of the City in the event that Mr. Cluff decides to leave the City.</p> <p>Councilmember M. Petersen moved to adopt the Councilmember K. Peterson’s proposed changes. Councilmember Mitchell seconded the motion. Councilmembers Patterson, Stanton, M. Petersen, K. Peterson, and Mitchell voted in favor.</p> <p>Councilmember M. Petersen suggested that as identified in 2-6-2 the re-appointment of the City Manager be brought before the Council for the next meeting because it is a few months past due.</p>
CONCLUSION	<p>Councilmember Mitchell moved to adopt Ordinance 16-02, Amending Title 2 of the City Code and establish or ensure there is a contract with the current City Manager Dennis Cluff by the first meeting in November. Councilmember M. Petersen seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Mitchell, aye.</p>
Approval of Minutes	<p>Councilmember K. Peterson moved to approve the September 13, 2016 City Council meeting minutes as written. Councilmember Stanton seconded the motion. Councilmembers Patterson, Stanton, K. Peterson, M. Petersen and Mitchell voted in favor of the motion.</p>
Accounts Payable	<p>Councilmember Stanton moved to pay the bills. Councilmember Mitchell seconded the motion. Councilmembers Patterson, Stanton, K. Peterson, M. Petersen and Mitchell voted in favor of the motion.</p>
Planning Commission Report	<p>Mr. Wright reported on the October 4, 2016 Planning Commission meeting as recorded in the minutes.</p> <p>The Council expressed their appreciation for the hard work and dedication of the Planning Commission.</p>
City Manager	<ul style="list-style-type: none"> • Invited the Council to attend an employee Bar B Q at 11:30 a.m. on Oct. 12 at the Recreation Building; • Parks Board meeting will be held at 7 p.m. on Wednesday October 19; • Asked Council to set a Special Work Session to discuss water – November 29 at 4:00 p.m.; • Asked Council to consider setting a Special Work Session to discuss where to allocate funds once money is available from paying off the bond.
Mayor Adams	<ul style="list-style-type: none"> • Received a letter from UDOT saying the traffic study at 1800 N 3000 W warrants a stop light within the next 24 months.
Councilmember Patterson	<ul style="list-style-type: none"> • Slurry seal needs to be reapplied at 1725 N in Country Cove Estates because it was driven on by the contractor too soon. <p>Mr. Child said he would notify the contractor.</p> <ul style="list-style-type: none"> • Asked what is going on at 1300 N between 2000 W and 1500 W? <p>Mr. Child responded a new water line is being installed in anticipation of widening the street and curb and gutter in June or July of 2017.</p> <ul style="list-style-type: none"> • Asked when the road on 3000 W will open up? <p>Mr. Child responded that the north part of the street will be paved on Thursday, it will be 2 inches low; once the power lines are moved to the south side the road will be done. The sewer is at 18 feet, a shoring company is needed for connections onto the sewer line however they are not available till mid November. It is possible the road will be open to the public on Thursday.</p>
Councilmember K. Peterson	<ul style="list-style-type: none"> • The Pumpkin Walk will be held October 24 from 6 – 8 p.m. • Appreciates staff’s response to residents concern about street lights.
Councilmember M. Petersen	<ul style="list-style-type: none"> • A resident near Powerline Park says there are signs that no dogs are allowed in the park. <p>Mr. Martinez clarified that the sign says dogs are allowed on the trail, not in the park.</p>
Councilmember	<ul style="list-style-type: none"> • Street light near the round-a-bout on 3000 W is out.

Stanton	Mr. Child said staff is aware of the issue and the contractor is working to get the issue resolved. <ul style="list-style-type: none"> • Expressed appreciation to the Fire Department for making their Open House a huge success.
Councilmember Mitchell	<ul style="list-style-type: none"> • Said that Mike Fisher is doing a great job on inspections and handling the increase in development in the City well.
ADJOURNMENT	<p>Councilmember Stanton moved to adjourn. Councilmember Mitchell seconded the motion. Councilmembers Patterson, Stanton, K. Peterson, M. Petersen and Mitchell voted in favor. The meeting adjourned at 9:20 p.m.</p>
<u>ACTION ITEMS</u>	<ul style="list-style-type: none"> • Monitor the SWPPP inspection fees over the next year to ensure that the City is charging enough to cover the expense for the inspections (July 2016) ; • Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016) • Consider code enforcement during future budget discussion for 2017-18 (August 2016) • Consider passing a City Council Rules of Procedure (October 2016) • Consider providing staff administrative power for a minor subdivision during subdivision ordinance rewrite (October 2016) • Establish a contract with the current city manager (October 2016)