



## **CLINTON CITY COUNCIL AGENDA**

2267 N 1500 W Clinton, UT 84015

AGENDA

**January 9, 2018**

**Mayor**

L. Mitch Adams

**City Council**

TJ Mitchell

Barbara Patterson

Mike Petersen

Karen Peterson

Anna Stanton

**I. REGULAR SESSION – 7:00 P.M.**

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

**II. PUBLIC INPUT**

1. Oral Requests and Communications from the Audience

*Any public member desiring to address the Council shall, prior to the meeting, sign the “list to present” with the Clerk of the Council. They will be allowed up to three minutes to make their presentation. Please send requests to [dcluff@clintoncity.com](mailto:dcluff@clintoncity.com) or call 801-614-0700.*

**III. BUSINESS**

- A. Employee of the Month for December 2017 – Dustin Labbe, Police
- B. Department Head of the 4<sup>th</sup> Quarter of 2017 - Shannon Mullins
- C. Employee Service Awards-Fourth Quarter of 2017
- D. Appointments/Re-appointments to the Planning Commission
- E. Reappointment of City Recorder and City Treasurer
- F. Resolution #01-18 Paramedic Aboard Charges Agreement with Weber County Paramedic Services Providers

**IV. OTHER BUSINESS**

- a. Approval of Minutes: **December 12, 2017 and January 2, 2018 Special Meeting**
- 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

**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

<b>SUBJECT:</b> Employee of the Month for December 2017 – Dustin Labbe	<b>AGENDA ITEM:</b> A
<b>PETITIONER:</b> Dennis Cluff, Chief Bill Chilson	<b>MEETING DATE:</b>  January 9, 2018
<b>RECOMMENDATION:</b> That Council recognize Dustin Labbe as Employee of the Month for December 2017.	<b>ROLL CALL VOTE:</b>  NO
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b>  <p>Officer Dustin Labbe is new to Clinton PD, coming to us from Weber State University PD. He completed his in-house Field Training Officer program on Dec.14<sup>th</sup>. Although new to our Department, Officer Labbe has hit the ground running and demonstrated a great skill set in service to our community especially in the area of drug enforcement. Officer Labbe, through proactive police work, made five separate drug arrests during his work week of December 12<sup>th</sup> through the 15<sup>th</sup>, with one also resulting in DUI.</p> <p>We see in our community an increase in drug use and drug related crime with results that are destructive and often tragic. We feel it appropriate to recognize Officer Labbe's proactive actions in the area of drug enforcement during the month of December. We expect Officer Labbe to be an excellent addition to our Police Department.</p>	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Department Head of the 4 <sup>th</sup> Quarter of 2017 - Shannon Mullins	<b>AGENDA ITEM: B</b>
<b>PETITIONER:</b> Dennis Cluff	<b>MEETING DATE:</b> January 9, 2018
<b>RECOMMENDATION:</b> That Council recognize Shannon Mullins as the Department Head of the 4 <sup>th</sup> Quarter of 2017	<b>ROLL CALL VOTE:</b> NO
<b>FISCAL IMPACT:</b>	
<p><b>BACKGROUND:</b> Shannon Mullins is the Court Administrator for the Clinton Municipal Court for about the last 17 years. Shannon is a great employee and does an excellent job taking care of the Municipal Court activities. This includes processing and maintaining massive amounts of records, documents and legal paperwork that is required for Court.</p> <p>Shannon and the Judge work well together and are seeking ways to fast track the cases that come into the Court. She represents the City well with the public and the professional organizations she works with. She is very knowledgeable in her field of work.</p> <p>Shannon is also a great person to work with and a valuable member of the City's management team. I am happy to recognize her as the Department Head of the 4<sup>th</sup> Quarter of 2017.</p>	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Employee Service Awards-Fourth Quarter of 2017	<b>AGENDA ITEM:</b> C
<b>PETITIONER:</b> Dennis Cluff	<b>MEETING DATE:</b>  January 9, 2018
<b>RECOMMENDATION:</b> That Council recognize Dave Olsen, Andy Lutz, Holly Nielson and Holly Marinez for their dedicated service to the City.	<b>ROLL CALL VOTE:</b>  NO
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> For this past Quarter there are four employees eligible for Service Awards. They are: Dave Olsen - Fire            20 Years Andy Lutz - Fire            15 Years Holly Nielson - Fire        5 Years Holly Martinez – Police    5 Years  We appreciate the time, effort and great attitudes these employees have exhibited.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Appointments to the Planning Commission	<b>AGENDA ITEM: D</b>
<b>PETITIONER:</b> Mayor Adams	<b>MEETING DATE:</b> January 9, 2018
<b>RECOMMENDATION:</b> That the Council ratify Mayor Adams appointments to the Planning Commission for a 3-year term each.	<b>ROLL CALL VOTE:</b> <b>NO</b>
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> The current terms of Planning Commissioners Tony Thompson, Bob Buckles and Jeff Richie are ending. The Mayor's appointments or re-appointments to these 3-seats on the Planning Commission will be presented to the Council at the January 9 <sup>th</sup> meeting. The appointed terms will run from January 2018 through December 2020.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Reappointment of City Recorder and City Treasurer	<b>AGENDA ITEM:</b> E
<b>PETITIONER:</b> Mayor L. Mitch Adams	<b>MEETING DATE:</b> January 9, 2018
<b>RECOMMENDATION:</b> That Council approve the reappointments of Dennis W. Cluff as City Recorder and Steve Hubbard as City Treasurer	<b>ROLL CALL VOTE:</b> <b>YES</b>
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> State Code 10-3-916(1) requires that after every municipal election (by or before the 1 <sup>st</sup> Monday of February) the Mayor appoint, with the advice and consent of the Council, the City Recorder and the City Treasurer. Since municipal elections come every two years, this appointment process also comes up at that time.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Resolution #01-18 Paramedic Aboard Charges Agreement with Weber County Paramedic Services Providers	<b>AGENDA ITEM:</b> F
<b>PETITIONER:</b> Dennis Cluff, Chief David Olsen	<b>MEETING DATE:</b> January 9, 2018
<b>RECOMMENDATION:</b> That Council adopt Resolution 01-18, approving an Intergovernmental Cooperation Agreement for Paramedic Aboard Charges with Weber County Paramedic Services Providers	<b>ROLL CALL VOTE:</b>  YES
<b>FISCAL IMPACT:</b>	
<p><b>BACKGROUND:</b> This is the annual renewal of a five year agreement to cover those times when our City ambulance service is dispatched into Weber County to render service. The Agreement is with the paramedic service providers in Weber County and allows them to add their paramedic charges to the ambulance billing we would make, and subsequently, we reimburse them for those charges when the bill is paid to the City. Most of the insurance companies (including Medicare/Medicaid) only want one billing from each ambulance transport activity.</p> <p>This year with the City's input, the form and content of this Agreement has been slightly modified to make it easier to read and clearer to understand. Our activity with the Weber County entities is limited but when needed our service is essential for the health, safety and welfare of those in need. If we wish to provide back-up service within the neighboring areas of Weber County we must sign this Agreement. The fiscal and physical impact to Clinton City is minimal, but when needed, our impact to specific Weber County citizens could be life saving. We recommend renewing this Agreement.</p>	
<b>ATTACHMENTS:</b> Resolution 01-18 & Interlocal Cooperation Agreement	

**RESOLUTION NO. 01-18**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CLINTON CITY AND OGDEN CITY, ROY CITY, SOUTH OGDEN CITY, BRIGHAM CITY, MORGAN CITY, WEBER FIRE DISTRICT AND NORTHVIEW FIRE AGENCY FOR CHARGING PARAMEDIC ABOARD FEES ON AMBULANCE BILLING.**

**Whereas**, Title 11, Chapter 13 of the Utah Code provides the manner in which to establish Interlocal Cooperation Agreements; and,

**Whereas**, each party (political jurisdiction) of this agreement provide various types of ambulance services within Weber County; and,

**Whereas**, some health insurance providers will only accept and pay for paramedic aboard fees billed directly to them as part of the ambulance transport fee; and,

**Whereas**, the parties desire to provide for the reimbursement to the paramedic aboard services provider in those instances where the health insurance providers will only accept a single bill for all ambulance and paramedic services.

**NOW, THEREFORE**, the Clinton City Council hereby resolves that the Interlocal Cooperation Agreement with the above named entities, 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 9<sup>th</sup> DAY OF JANUARY 2018

Attest:

Clinton City  
Municipal Corporation

\_\_\_\_\_  
Dennis W. Cluff, City Recorder

\_\_\_\_\_  
Mayor L. Mitch Adams

Posted: January 10, 2018



**INTERLOCAL COOPERATION AGREEMENT FOR  
PARAMEDIC ABOARD CHARGES**

This Agreement made and entered into the 1<sup>st</sup> day of January, 2018 (“Effective Date”) pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City Corporation, a Utah municipal corporation of the State of Utah (“Ogden City”), Riverdale City Corporation (“Riverdale City”), Roy City Corporation (“Roy City”), South Ogden City Corporation (“South Ogden City”), Clinton City Corporation (“Clinton City”), Brigham City Corporation (“Brigham City”), Morgan County (“Morgan County”), all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District (“Weber Fire District”), and North View Fire District, a Utah Local District (“North View Fire”).

**WITNESSETH:**

WHEREAS, Ogden City, Roy City, and Weber Fire District furnish and provide paramedic services to portions of Weber County, in this role hereinafter referred to as “Paramedic Providers”; and

WHEREAS, Ogden City and Roy City, Riverdale City, South Ogden City, Clinton City, Brigham City, Morgan County, and Weber Fire District and North View Fire District, are all providers of various types of ambulance transport services within Weber County, in this role hereinafter referred to as “Ambulance Transport Providers;” and

WHEREAS, some health insurance providers will only accept and pay claims for paramedic aboard fees billed directly by the ambulance provider and will not accept a separate and independent billing for the paramedic aboard fee from a Paramedic Provider; and

WHEREAS, the Paramedic Providers have an agreement with Weber County for the disposition and use of paramedic fees; and

WHEREAS, the parties are desirous of providing for the reimbursement to the Paramedic Providers by the Ambulance Transport Providers for paramedic services rendered during ambulance transport in those instances where the Paramedic Provider is not able to bill independently for such services.

NOW, THEREFORE, upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

1. All charges shall be in accordance with the rate schedule adopted by the State Emergency Medical Services Committee in accordance with Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time.
2. As outlined in Section 4, an Ambulance Transport Provider shall pay a Paramedic Provider for each “PMA Call” assisted by the Paramedic Provider, upon a request by the Paramedic Provider (hereinafter referred to as a “Request for Collection”). The Ambulance Transport Provider shall collect the allowable charges for such paramedic services provided in conjunction with their own permitted charges. “PMA Call”

means a paramedic aboard assisted call wherein paramedic(s) of the applicable Paramedic Provider accompany a patient to the hospital on an ambulance transport, operated by the applicable Ambulance Transport Provider from the place of assistance.

3. The applicable Ambulance Transport Provider shall pay the applicable Paramedic Provider on a monthly basis for all PMA calls assisted by that Paramedic Provider for which a Request for Collection has been made. Payments shall be for all such PMA calls rendered after midnight of the first day of the month to midnight of the last day of the month. The Ambulance Transport Provider shall resolve or dispute any incidents deemed erroneous as provided by the Paramedic Provider, within thirty (30) days of when invoice is received. Such disputes or adjustments shall be conveyed to the Paramedic Provider for prompt resolution. Payment to the applicable Paramedic Provider shall be made by the applicable Ambulance Transport Provider within ninety (90) days for which payment is due. If payment is not received within ninety (90) days for which payment is due, the Ambulance Transport Provider *may* incur interest of 1.5% per month past payment due date. The Paramedic Provider shall provide a monthly report to each Ambulance Transport Provider detailing all PMA calls of that Ambulance Transport Provider assisted by that Paramedic Provider for which a Request for Collection has been made, based on actual run reports.
4. Paramedic Fee and Allowable Adjustments.

Pursuant to Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time, all Ambulance Transport Providers within this agreement agree to make good faith efforts to collect the paramedic aboard fee. Regardless of the collection amount received by the Ambulance Transport Providers, they agree to make payment to the Paramedic Providers for the amount calculated by the formula outline below. The Paramedic Providers agree to accept the calculated amount as full payment for each billed PMA Call.

The formula consists of the Ambulance Transport Provider's gross annual collection rate percentage multiplied by the State approved PMA rate of \$456.00. This amount will be adjusted annually on July 1<sup>st</sup> as the State approved PMA rate changes, and as the reported collection rate of each Ambulance Transport Provider changes (see Section 13).

5. Term. The term of this Agreement will begin on the effective date and shall continue to be in force for a period of five (5) years, unless terminated as provided herein. Any party may terminate its obligations hereunder by giving thirty (30) days advance written notice to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein. Should this agreement be terminated by any party, the Ambulance Transport Provider acknowledges and agrees to stop billing the ALS rate when transporting with that Paramedic Provider. The Paramedic Provider also acknowledges and agrees to be responsible for collecting the paramedic aboard fee when transporting with that Ambulance Transport Provider.

6. Administrative Entity. It is the intent and understanding of all parties that no new entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.
7. Independent Contractors. In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.
8. Hold Harmless. Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.
9. Governmental Immunity. All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
10. Manner of Financing. This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall be responsible for any costs incurred as a result thereof.
11. Filing of Agreement. A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records, and shall remain on file for public inspection during the term of this Agreement.
12. Governing Law, Jurisdiction and Venue. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
13. Review and Rate Reporting. The parties, through their appointed representatives, shall meet annually to review this Agreement, the collection rate of each individual Ambulance Transport Provider, and to discuss any matters or issues that may arise under this Agreement. "Gross Collection Rate" is referred to as the providers' Gross Receipts divided by Gross Charges. This will be the rate used to calculate PMA

charges for that Ambulance Transport Provider starting in July of the current year. The collection rate reported by each Ambulance Transport Provider shall be their Gross Collection Rate from the previous calendar year.

14. Compliance with Laws. In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

15. Property. No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.

16. General Provisions.

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

17. Resolution by Governing Bodies. This Interlocal Agreement shall become effective immediately upon (1) the execution of, or an appropriate resolution approving, this Agreement by the applicable commission, board, council or body or officer of each entity vested with executive power of the entity; (2) approval as to form by the authorized attorney for each entity; and, (3) the filing of the executed Agreement with the keeper of records for each participating entity. Upon becoming effective, this Agreement negates, nullifies, supplants and/or replaces the previous Interlocal Agreement entered into by the parties, dated January 1, 2018.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

OGDEN CITY CORPORATION,  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney

CLINTON CITY CORPORATION  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney

MORGAN CITY CORPORATION,  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney



BRIGHAM CITY CORPORATION  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney

WEBER FIRE DISTRICT,  
A Utah Local District

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_

Attorney

NORTH VIEW FIRE DISTRICT,  
A Utah Local District

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_

Attorney

ROY CITY CORPORATION  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_

Attorney

SOUTH OGDEN CITY CORPORATION  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_

Attorney

RIVERDALE CITY CORPORATION  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM AND  
AS COMPATIBLE WITH STATE LAW:

\_\_\_\_\_

Attorney



**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***

<b>Date of Meeting</b>	<b>December 12, 2017</b>	<b>Call to Order</b>	<b>7:00 p.m.</b>
<b>Staff Present</b>	City Manager Dennis Cluff, Community Development Director Will Wright, Assistant Public Works Director Dave Williams, Treasurer Steve Hubbard, Recreation Director Bruce Logan, Rylee Payne and Lisa Titensor recorded the minutes.		
<b>Citizens Present</b>	Dereck Bauer, Jaiden Payne, Rob Elggren, Jeni Thurgood, John Lee Roring, Dereck Loveland, Davin Loveland		
<b>Pledge of Allegiance</b>	Councilmember Mike Petersen		
<b>Prayer or Thought</b>	Mayor L. Mitch Adams		
<b>Roll Call &amp; Attendance</b>	Present were: Mayor L. Mitch Adams, Councilmember M. Petersen, Councilmember Mitchell, Councilmember K. Peterson, Councilmember Stanton and Councilmember Patterson.		
<b>Public Input</b>	There was none.		
<b>A. EMPLOYEE OF THE MONTH FOR NOVEMBER 2017 – RYLEE PAYNE, RECREATION</b>			
<b>Petitioner</b>	Dennis Cluff, Recreation Director Bruce Logan		
<b>Discussion</b>	<p>Recreation Director Bruce Logan stated he recommends Rylee Payne the recreation receptionist for Employee of the Month for November 2017. Rylee has a great attitude, is very upbeat and positive. She conveys a professional image and a positive enthusiastic manner with the public in the office. She is thorough, well-organized, and has good work habits. She keeps the master book binder up to date with all the when's, how's and where's of the Department which allows her to answer all the questions the public may have.</p> <p>Mr. Logan went on to say that Rylee interacts very well with all the office staff, and she treats the public with respect which makes the office environment and the way she approaches her job extremely productive and positive.</p> <p>Mayor Adams expressed appreciation to Rylee for her good work. He presented her with an award and gift card in recognition.</p>		
<b>B. PRESENTATION OF FY 16-17 AUDIT REPORT</b>			
<b>Petitioner</b>	Lynn Wood, Ryan Child – Auditors		
<b>Discussion</b>	<p>Auditor Ryan Child reported this was a very good audit for Clinton City. He reviewed portions of the audit with the City Council. He explained only two findings were identified in this audit: an overage in the general fund balance and \$140,000 in overages on the 3000 West road project which were a result of timing.</p> <p>Councilmember K. Peterson asked what best practices the City could adopt to avoid the overage of the reserve balance in the general fund to stay in the appropriate range.</p> <p>Mr. Child responded the maximum is 25% but to be conservative staff could aim for approximately 18% and to monitor it each month; this can be difficult because</p>		

	receivables aren't known until August 31.
<b>CONCLUSION</b>	<b>Councilmember Mitchell moved to accept the Audit Report for FY 2016-17. Councilmember Stanton seconded the motion. Councilmembers Patterson, M. Petersen, Mitchell, K. Peterson and Stanton voted in favor of the motion.</b>
<b>C. APPOINTMENTS TO THE PLANNING COMMISSION</b>	
<b>Petitioner</b>	Mayor Adams
<b>Discussion</b>	The current terms of Planning Commissioners Tony Thompson, Bob Buckles and Jeff Richie end as of December 31, 2017. The Mayor's appointments or re-appointments to these 3-seats on the Planning Commission are still under review. The appointed terms will run from January 2018 through December 2020.
<b>CONCLUSION</b>	<b>Councilmember K. Peterson moved to table this item to the next City Council meeting. Councilmember M. Petersen seconded the motion. Councilmembers Patterson, M. Petersen, Mitchell, K. Peterson and Stanton voted in favor of the motion.</b>
<b>D. 7:15 PM PUBLIC HEARING – RES 26-17 - REQUEST FOR FINAL PLAT APPROVAL FOR TOWN POINT SUBDIVISION PHASE 3 LOCATED AT APPROXIMATELY 1950 N 2275 W.</b>	
<b>Petitioner</b>	Mark Staples representing Nilson Homes
<b>Discussion</b>	<p>Mr. Wright explained Mr. Staples could not be present. He reviewed the following information included in the staff report:</p> <ul style="list-style-type: none"> <li>• The property was zoned on March 8, 2016 to Patio Home (PH) zone;</li> <li>• The preliminary plat was approved by the CC on April 19, 2016 showing a subdivision of a little more than 17.5 acres with 69 lots to be built in five phases (modified now to four phases);</li> <li>• Phase 3 indicates 19 lots for residential use;</li> <li>• The 19 lots in Phase 3 average approx. 7,075.25 sq. ft. exceeding the 6,300 sq. ft. requirement;</li> <li>• The frontage of the 16 lots that are not corner lots average about 62.01 linear feet exceeding the minimum requirement of 57';</li> <li>• The 3 corner lots average frontage width is 88.34 linear feet, exceeding the minimum 61 foot width requirement and average 7,822 sq. ft. in size;</li> </ul> <p>The HOA will maintain any landscaping in the park strip as well as along 1800 North.</p> <p>Mayor Adams opened the public hearing at 7:23 p.m. With no public comment, he closed the public hearing at 7:23 p.m.</p> <p>Councilmember Mitchell asked staff to make sure the improvements required in phase 3 are followed up on.</p> <p>Mr. Wright replied City staff goes through the plans very carefully.</p>
<b>CONCLUSION</b>	<p><b>Councilmember Patterson moved to table until Mr. Staples could be present. Councilmember M. Petersen seconded the motion. Councilmembers Patterson and M. Petersen voted in favor. Councilmembers Mitchell, K. Peterson and Stanton voted nay. The motion failed.</b></p> <p><b>Councilmember Mitchell moved to adopt Resolution 26-17 approving the Final Plat for Phase 3 of the Town Point Subdivision with the condition that staff talks with the developer to ensure all prior requirements are on track. Councilmember K. Peterson seconded the motion. Voting by roll call is as follow: Councilmember Mitchell, aye; Councilmember Patterson, no; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Stanton, aye. Councilmember Patterson stated she feels the petitioner should be present.</b></p>
<b>E. 7:20 PM PUBLIC HEARING ORD 17-06Z - TO AMEND SECTION 28-4-7 LOCATION OF PARKING FACILITIES</b>	
<b>Petitioner</b>	Will Wright (per request of owner/agents for the Comfort Dental Office)
<b>Discussion</b>	Mr. Wright explained the Planning Commission initially discussed Section 28-4-7 pertaining to parking requirements during the 8/1/2017 Planning Commission meeting as well as subsequent meetings since. Several ideas were expressed on how the Commission might amend the Zoning



Ordinance to allow, under certain conditions, parking on adjacent properties. The majority of Commissioners felt it is a good idea to allow parking for a commercial, industrial or institutional use on an adjacent parcel. This background is an effort to review those conditions and address them in a draft of an amendment to the Zoning Ordinance. Section 28-4-7, Location of Parking Facilities currently reads as follows.

**Section 28-4-7 Location of Parking Facilities.** *“Parking space as required above shall be on the same lot with the main building, except that for the required off-street parking for any new commercial or industrial use, structure or building which, due to the size or location of the parcel, cannot be provided on the premises, may be provided on other property not more than five hundred feet distant from the building site measured along the shortest available pedestrian route of access. Access to parking spaces shall be from private roadways and not from public streets. All exterior routes to parking facilities containing accessible parking shall meet the requirements of the International Building Code adopted by the State.”*

The Commission, after considering the input from the Council, proposed the following changes to the Zoning Ordinance. *“Parking space as required above shall be on the same lot with the main building, except for when overflow parking is needed to meet no more than fifty percent (50%) of the required off-street parking for an existing building for any commercial, industrial and institutional uses, structure or building which, due to the size or location of the parcel, cannot be provided on the premises, may be provided on other property not more than five hundred feet in distance from the building site measured along the shortest available pedestrian route of access, and designated with a legal crosswalk for safety when crossing a public street which is designated as a local road as shown in the City’s street plan. All exterior routes to parking facilities containing accessible parking shall meet the requirements of the International Building Code adopted by the State.”*

Additionally, staff recommends adding at the end of the above paragraph, *“The building overflow parking parcel shall have added to its recorded plat with the County Recorder a statement saying, “Restriction on Property Use: Clinton City Code 28-4-8 requires that Assessor Parcel # (list number) be maintained for overflow parking in perpetuity, unless released from this restriction by the Clinton City Council.”*

The Council expressed appreciation for the work the Planning Commission has done on this issue.

During their review of the ordinance, the Council expressed a desire to make it clear in the ordinance that it is moving forward as of the passage of this ordinance. They agreed to the following:

*“Parking space as required above shall be on the same lot with the main building, except for when overflow parking for an **existing building** is needed to meet no more than fifty percent (50%) of the required off-street parking for any commercial, industrial and institutional use, structure or building which existed prior to **December 12, 2017**, which due to the size or location of the parcel, cannot be provided on the premises, may be provided on other property not more than five hundred feet in distance from the building site measured along the shortest available pedestrian route of access, and designated with a legal crosswalk for safety when crossing a public street which is designated as a local road as shown in the City’s street plan. All exterior routes to parking facilities containing accessible parking shall meet the requirements of the International Building Code adopted by the State.”* *“The building overflow parking parcel shall have added to its recorded plat with the County Recorder a statement saying, ‘Restriction on Property Use: Clinton City Code 28-4-8 requires that this parcel be maintained for overflow parking for Assessor parcel # (list number) in perpetuity unless released from this restriction by the Clinton City Council. The building parcel shall have added to its plat: overflow parking parcel # (Assessor number) is tied to this parcel in perpetuity unless this connection is released by the Clinton City Council.’ ”*

Councilmember Patterson stated she is not in favor of this ordinance change; she does not feel it is in the best interest of the health, welfare and safety of the residents. She expressed a concern with the safety of children darting across the street.

	<p>Councilmember Mitchell and K. Peterson both agree with the safety concern, but they feel it is more responsible to provide adequate parking for safety rather than have people parking in other areas that would pose more of a danger such as across 1800 N.</p> <p>Councilmember Stanton cautioned there is more than just this one property to think of.</p> <p>Mayor Adams opened the public hearing at 7:51 p.m.</p> <p>John Lee Roring stated he appreciates the Planning Commission and City Council for finding a solution. Employees will park across the street and leave the building parking for customers.</p> <p>With no further public comment, Mayor Adams closed the public hearing at 7:54 p.m.</p>
<b>CONCLUSION</b>	<p><b>Councilmember K. Petersen moved to adopt Ordinance 17-06Z approving an amendment to Section 28-4-7 <u>Location of Parking Facilities</u>. Councilmember M. Petersen seconded the motion. Voting by roll call is as follow: Councilmember Mitchell, aye – although he asked staff to be more cautious when approving developments like this – they should be held to the same landscaping requirements; Councilmember Patterson, no; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Stanton, no. The motion passed 3 -2.</b></p>
<b>F. CONDITIONAL ACCEPTANCE FOR CLINTON MEADOWS NORTH SUBDIVISION</b>	
<b>Petitioner</b>	Mike Child and Will Wright
<b>Discussion</b>	The City Council approved the Final Plat for Clinton Meadows North Subdivision during the July 28, 2015 City Council meeting. Public Works has inspected these improvements for Clinton Meadows North Subdivision and requests the City Council to approve the Conditional Acceptance for these improvements, thereby releasing appropriate escrow funds.
<b>CONCLUSION</b>	<p><b>Councilmember M. Petersen moved to approve the Conditional Acceptance for the improvements of Clinton Meadows North Subdivision and authorize the release of appropriate funds held in escrow. Councilmember Stanton seconded the motion. Voting by roll call is as follow: Councilmember Mitchell, aye; Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Stanton, aye.</b></p>
<b>G. CONDITIONAL ACCEPTANCE FOR TOWN POINT SUBDIVISION PHASE 1</b>	
<b>Petitioner</b>	Mike Child and Will Wright
<b>Discussion</b>	The City Council approved the Final Plat for Town Point 1 Subdivision during the July 12, 2016 City Council meeting. Public Works has inspected these improvements for Town Point 1 Subdivision and requests the City Council to approve the Conditional Acceptance for these improvements, thereby releasing appropriate escrow funds.
<b>CONCLUSION</b>	<p><b>Councilmember Mitchell moved to approve the Conditional Acceptance for the improvements of Town Point 1 Subdivision and authorize the release of appropriate funds held in escrow. Councilmember M. Peterson seconded the motion. Voting by roll call is as follows: Councilmember Mitchell, aye; Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Stanton, aye.</b></p>
<b>Approval of Minutes</b>	<p><b>Councilmember Patterson moved to approve the minutes of the November 14, 2017 and November 20, 2017 Special City Council Meeting. Councilmember K. Peterson seconded the motion. Councilmember's Mitchell, K. Peterson, Stanton, Patterson and M. Petersen voted in favor of the motion.</b></p>
<b>Accounts Payable</b>	<p><b>Councilmember Stanton moved to pay the bills. Councilmember Patterson seconded the motion. Councilmember's Mitchell, K. Peterson, Stanton and M. Petersen voted in favor of the motion.</b></p>
<b>Planning Commission Report</b>	<ul style="list-style-type: none"> <li>Mr. Wright reported on the December 5, 2017 Planning Commission meeting as recorded in the minutes.</li> </ul>
<b>City Manager</b>	<ul style="list-style-type: none"> <li>The City will conduct a test of the Emergency Management Notification System on Wednesday, December 13, 2017.</li> <li>The Council directed staff to cancel the Tuesday December 26, 2017 City Council meeting.</li> <li>The Council directed staff to set special meeting on Tuesday, January 2, 2018</li> </ul>

	<p>to swear in the re-elected City Council members.</p> <ul style="list-style-type: none"> <li>• The City will hold its employee Christmas party on December 22, 2017 beginning at 11:30 a.m.</li> </ul>
<b>Mayor Adams</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>
<b>Councilmember Patterson</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>
<b>Councilmember K. Peterson</b>	<ul style="list-style-type: none"> <li>• The Arts Council will host a storytelling festival on January 12.</li> <li>• Attended the Turn Community Services ribbon cutting ceremony.</li> </ul>
<b>Councilmember M. Petersen</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>
<b>Councilmember Stanton</b>	<ul style="list-style-type: none"> <li>• Wendy’s drive through is very tight.</li> </ul>
<b>Councilmember Mitchell</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>
<b>ADJOURNMENT</b>	<p><b>Councilmember Mitchell moved to adjourn. Councilmember Stanton seconded the motion. Councilmembers M. Petersen, K. Peterson, Stanton and Mitchell voted in favor. The meeting adjourned at 8:33 p.m.</b></p>
<b><u>ACTION ITEMS</u></b>	<ul style="list-style-type: none"> <li>• Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016) – Planning Commission Review</li> <li>• Consider code enforcement during future budget discussion for 2017-18 (August 2016)</li> <li>• Bring back Chapter 4 of the Subdivision Ordinance regarding allowing a letter of credit for escrow and researching what surrounding jurisdictions allow (26-4-8). (January 2017) Planning Commission Review</li> <li>• Follow up on who completes non-right-of-way inspections (May 2017)</li> <li>• Audit to make sure utilities are being billed properly for those using SSSSD, West Point facilities and Storm Drain – prepare a list of addresses impacted by each. (June 2017) Generate a list and recheck – provide info to Council</li> <li>• Water/Tail water 1800 N 3400 W. – list as a requirement on Conditional Use Permit</li> <li>• Evaluate the cost of the carnival to the City.</li> <li>• Discuss moving Veteran’s Memorial to the property on 1000 W &amp; 1300 N where the Rail Trailhead will be and discuss renaming Veteran’s Park back to its original name Founders Park. (October 2017).</li> <li>• Request the Planning Commission review the ordinance to consider restricting road cuts on new streets for a specified period of time after it has been improved with new construction of unimproved lots. (November 2017).</li> </ul>

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

**Mayor  
L. Mitch Adams**

**City Council  
Councilmember Mike Petersen  
Councilmember Karen Peterson  
Councilmember TJ Mitchell  
Councilmember Barbara Patterson  
Councilmember Anna Stanton**

Clinton City Council Meeting	January 2, 2018	Call to Order: 9:00 a.m.
<b>Staff Present</b>	City Manager Dennis Cluff, Steve Hubbard, Bill Chilson, Shawn Stoker, Bruce Logan and Lisa Titensor recorded the minutes.	
<b>Citizens Present</b>	Governor Gary R. Herbert, Representative Paul Ray, Senator Jerry Stevenson, Connie Valentine, Mr. and Mrs. Child, Mr. and Mrs. Adams	
<b>Excused Were</b>	There were none.	
<b>A. OATH OF OFFICE FOR RE-ELECTED CITY COUNCIL MEMBERS FROM THE 2017 CLINTON CITY MUNICIPAL ELECTION</b>		
<b>Oath of Office</b>	<p>Mayor Adams called the special oath of office meeting to order and welcomed those in attendance.</p> <p>Councilmember Anna Stanton led the Pledge of Allegiance.</p> <p>Governor Gary R. Herbert addressed the City Council to congratulate Mayor L. Mitch Adams and Councilmember's Karen Peterson and Mike Petersen for being reelected. He expressed appreciation for their willingness to serve and be a part of the peaceful transmission of power in the community. He said it is a tremendous public service to provide a choice to the people.</p> <p>He commended all of the Clinton City officials for their good work in this time of tremendous growth. He expressed admiration for the City Officials and their dedication and efforts in remaining fiscally responsible and debt free.</p> <p>He expressed appreciation to the City Council for their reputation and example of civil discourse and respect with one another when there are different political philosophies; he stressed how important this quality is for civil discourse.</p> <p>Governor Herbert then recognized Senator Stevenson and Representative Ray for their attendance.</p> <p>Governor Herbert administered a ceremonial oath of office to the reelected City Officials.</p> <p>Mayor Adams expressed appreciation to Governor Herbert for the great job he does in running the State and expressed appreciation for his attendance at the meeting.</p> <p>City Recorder Cluff then administered the official Oath of Office to Mayor L. Mitch Adams and Councilmember Karen. Peterson and Councilmember Mike Petersen.</p>	
<b>ADJOURNMENT</b>	<b>Councilmember K. Peterson moved to adjourn. Councilmember Stanton seconded the motion. All those present voted in favor of the motion. The meeting adjourned at 9:20 a.m.</b>	