CLINTON CITY COUNCIL
2267 N 1500 W
CLINTON UT 84015
Phone: (801)-614-0700
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www.clintoncity.net

AMENDED AGENDA

February 9, 2016

Mayor
L. Mitch Adams

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

I. REGULAR SESSION – 7:00 P.M.

A. Call to Order
B. Pledge of Allegiance
C. Invocation or Thought
D. Roll Call

II. BUSINESS

A. Employees of the Month for January 2016 – Alicia Anderson & Bailey Gard
B. Department Head of the Fourth Quarter o f 2015 – Recreation Director Bruce Logan
C. Recognition of new CERT Graduates
D. **Ordinance 16-01**, Amendment to Chapter 10-8 of the Clinton City Fire Code
E. Contract with Brycer LLC for Fire Records Repository Services
F. **7:00 PM Public Hearing; Resolution 16-01** , Amendments to the FY 2015-16 Budget
G. **Public Hearing Tabled from Nov. 10, 2015, Ordinance 15-12Z**. Rezone Request for Property Located at 2382 W 1800 N from R-1-9 to PH
H. Review of the Moderate Income Housing Plan Biennial Report to Provide the State with Data on the Goals and Progress of Clinton City Regarding Moderate Income Housing
I. Development Agreement for Fenway Estates located at approximately 2475 West 800 North and 1000 North on 2000 West

III. OTHER BUSINESS

A. Approval of City Council Meeting Minutes for January 26, 2016
B. 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. ADJOURN

Dennis W. Cluff
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 hearing.

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Employees of the Month for January 2016 - Alicia Anderson and Bailey Gard	**AGENDA ITEM: A**
PETITIONER: Dennis Cluff, Carla Parsons	**MEETING DATE:** February 9, 2016
RECOMMENDATION: That Council recognize Alicia Anderson and Bailey Gard as Employees of the Month for January 2016.	**ROLL CALL VOTE:** NO

FISCAL IMPACT:

BACKGROUND:

We are pleased to nominate both Alicia Anderson and Bailey Gard as Employees of the Month. Alicia has been working for the city performing custodial duties at City Hall for the past nine months. Bailey was hired last September to assist Alicia with custodial duties at City Hall. In addition, Alicia and Bailey starting taking care of the Police Department custodial requirements about two months ago.

We have been very pleased with their ability to perform a full range of custodial duties with both outstanding quality and moderate supervision.

They have been very dependable and are trusted employees. It is evident by their outstanding performance that they do take pride in their work. We believe it is very important that our buildings are kept clean and appear to be well maintained.

ATTACHMENTS:

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Department Head of the 4th Quarter of 2015 - Bruce Logan	**AGENDA ITEM: B**
PETITIONER: Dennis Cluff	**MEETING DATE:** February 9, 2016
RECOMMENDATION: That Council recognize Bruce Logan as the Department Head of the 4th Quarter of 2015	**ROLL CALL VOTE:** NO

FISCAL IMPACT:

BACKGROUND:

Bruce is the Director of Recreation. He has been with us since July 2013. He has worked hard in finding ways to improve his department's functions and has made many improvements and changes that have made things run more effectively and efficiently.

Bruce is a fun person to be around. He has a great way of working with people and smoothing out issues that arise. He has brought a wealth of local recreation experience to Clinton from the many years of working for and with other local cities as well as being involved in regional and statewide sporting events. He has a positive "lets get it done now" attitude and is willing to step up and do it.

Bruce is a great asset and addition to our management staff. I appreciate his desire to excel in all he does, follow the rules and policies, and, continually seek ways to improve services to the public. He is truly dedicated to recreation. I'm glad to have him working with us on behalf of the citizens of Clinton and am pleased to recognize Bruce as the Dept Head of the 4th Quarter of 2015.

ATTACHMENTS:

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Recognition of New CERT Graduates	AGENDA ITEM: C
PETITIONER: Mayor Adams	MEETING DATE: February 9, 2016
RECOMMENDATION: That Council recognize and accept the newest CERT graduates as City volunteers.	ROLL CALL VOTE: NO

FISCAL IMPACT:

BACKGROUND:
The newest CERT graduates are:
Paul Housely
Heather Housely
Kenneth Hamelin

ATTACHMENTS:

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Ordinance 16-01, Amending Chapter 10-8 of the City Code - Fire Code	**AGENDA ITEM: D**
PETITIONER: Dennis Cluff, Chief David Olsen	**MEETING DATE:** February 9, 2016
RECOMMENDATION: That Council consider adopting Ordinance 16-01, amending Chapter 10-8 (Fire Code) of the City Code adding a record keeping requirement	**ROLL CALL VOTE:** **YES**

FISCAL IMPACT:

BACKGROUND:

Businesses in the City with Fire Suppression systems must regularly have them inspected, tested and serviced by a certified contractor. Keeping track of these inspections and when they are needed is a very time consuming task that has not always been very successful. We would like to have a system to better track these inspection services and results. We have found a company that provides the record keeping services for these required inspections. In the future other such companies may also be started and available in this area that would provide these record keeping services.

We wish to make it a requirement that the certified contractors who install, inspect, service, and/or maintain the life safety and fire suppression systems (i.e. fire alarms, fire sprinklers, commercial cooking fire suppression and hood systems, etc...), must send their inspection reports and other pertinent data to a 3rd party records repository company. This repository company in turn organizes and tracks the fire and life safety activities of inspections, repairs, maintenance, etc...on the fire suppression equipment located within each business. The repository company also provides timely notices to the businesses of when the next normal inspection is due for their equipment.

In order for this system to work effectively, the reports need to be sent to just one repository company. Local businesses may hire any certified contractor they wish to perform the required work on their in-business fire suppression equipment, but each certified contractor will need to send the reporting information to the City's designated records repository company. To pay for this activity, the certified contractor will be required to pay the needed fee (currently $10 per year per business served) to the records repository company.

This new Ordinance will help the businesses keep up to date on their required fire inspections and maintenance, probably provide more business for the certified contractors and provide up to date fire safety information of local businesses for the City.

ATTACHMENTS: Ordinance 16-01

ORDINANCE NO. 16-01

AN ORDINANCE AMENDMENT TO TITLE 10 (Fire Prevention) CHAPTER 8 (Fire Code) BY ADDING A NEW SECTION 15, RECORD KEEPING, AND RENUMBERING SUBSEQUENT SECTIONS.

WHEREAS, Utah State Code 8-55 empowers cities to establish a Fire Department and establish rules and regulations pertaining to its functions; and,

WHEREAS, In Clinton City Code Chapter 10-8 the City has adopted the International Fire Code as adopted by the State of Utah; and,

WHEREAS, Clinton City desires to improve its fire suppression record keeping of the inspections and maintenance on commercial fire suppression equipment within the City; and

WHEREAS, Clinton City has determined it to be more efficacious to have the records maintained by a privately owned company providing single-point records repository service.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE CLINTON CITY COUNCIL AS FOLLOWS:

SECTION 1. The following new Section 10-8-15 shall be added to Chapter 8 of Title 10, with the existing Sections being appropriately renumbered:

10- 8-15 **Record Keeping**.

(1) All certified contractors providing services, testing, installations, repair and/or maintenance of fire prevention systems to commercial facilities within the City are required to enroll and utilize the City approved single-point repository service company for reporting the rendered service information. This reporting information must be filed with the single-point repository service within five (5) working days of the completion of services to the commercial facility.

(2) The single-point repository service company shall be a third party records repository which shall organize, maintain and monitor the received records, providing information to the City and the commercial facility pertaining to the records status and timely notifications on required inspection timetables. Fees for this provided service shall be paid directly from the certified contractors to the City approved single-point repository service company.

(3) In addition, a copy of the record of each periodic inspection, test, servicing, repairs and maintenance shall be maintained on the commercial facilities premises, or other approved location, for a period of not less than three (3) years, unless a different period of time is specified in the International Fire Code (IFC) or other appropriate standard. Records shall be made available to the Fire Official, and if requested, a copy provided to him.

SECTION 2: Severability

Provisions of this ordinance are severable. If any part of this ordinance is or shall be declared by a court of competent jurisdiction to be invalid, the remainder of this ordinance shall remain in place.

<u>SECTION 3:</u> Effective Date

This ordinance shall take effect upon its adoption by the City Council and posting according to law.

Passed, Adopted and Ordered Posted by the City Council of the City of Clinton, Utah, this 9th Day of February, 2016.

CLINTON CITY
A MUNICIPAL CORPORATION

ATTEST:

_____
MAYOR L. MITCH ADAMS

_____
DENNIS W. CLUFF, City Recorder

Posted:_____

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Contract with Brycer, LLC for Fire Records Repository Services	**AGENDA ITEM: E**
PETITIONER: Dennis Cluff, Chief Dave Olsen	**MEETING DATE:** February 9, 2016
RECOMMENDATION: The Council consider contracting with Brycer, LLC for Repository Services pertaining to Fire Inspection Services	**ROLL CALL VOTE:** **NO**

FISCAL IMPACT:

BACKGROUND:

Once Ordinance 16-01 is approved, we request the Council allow us to contract with Brycer, LLC for their fire records repository services. Both Layton and Salt Lake City have recently engaged Brycer for these same services. The contract is for a basic 3 year period, but is extended unless either party wants to cease at that time. The records are kept on Brycer's servers and accessed by our Fire through the internet.

Fire believes this service will help businesses to keep their safety systems more up to date, providing more safety for their employees and customers. It will also allow the City to better keep track of inspection to businesses.

There is no cost to the City for this service. The is to be borne by the inspection company, which in turn, if they wish, may pass the cost on to the business. The cost is $10 per year per business for the first inspection, and no additional cost of any further inspections that same year.

ATTACHMENTS: Contract with Brycer, LLC

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

September 11, 2015

Clinton Fire Department
2153 N 1500 W
Clinton, UT 84015

Attn David Olsen:

Re: "The Compliance Engine"

Dear Chief Olsen:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, Clinton Fire Department ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a

month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database.
- ***Notices***. Brycer will be responsible for generating and delivering the following notices to properties within the jurisdiction in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies. Notification language approved by Client.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 7.0, Firefox version 3, Chrome 2 or Safari 4 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[jurisdiction]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement***. Client shall take all actions necessary to require in writing (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports***. Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data**. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: Bryan Schultz
Its: Director

Acknowledged and Agreed to this
___ day of _____, 20____:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

2. Proprietary Rights. All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF** ANY **INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**

9. **LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**

10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and

Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Each party (the "Indemnifying Party") will defend and indemnify the non-indemnifying party against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction

12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

14. Beneficiaries. There are no third party beneficiaries to the Agreement.

15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. Assignment. The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.

18. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

20. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

21. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

22. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance**.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: 7:00 P.M.-Public Hearing - Resolution 01-16, Amendments to FY 15-16 Budget	**AGENDA ITEM: F**
PETITIONER: Dennis Cluff	**MEETING DATE:** February 9, 2016
RECOMMENDATION: The Council adopt Resolution #01-16, Amendments to FY 15-16 Budget	**ROLL CALL VOTE:** **YES**

FISCAL IMPACT:

BACKGROUND

The General Fund has added to it a few small increases from the audit as pass through to other funds and reimbursements. Added cost of $5,225 for a new Fire Station copy machine and $5,000 for electronic upgrades (overhead projector and sound enhancing system) to the Council chambers are also included. An increase of $23,601 in the Class "C" road funds is transferred to the Special Street Projects (fund #37) for road improvements, and $3,949 of carryover Transportation Impact fees is budgeted for potential appropriate us.

The Water Enterprise Fund Balance in the amount of $18,000 is required for a limited amount of dual check valve, valve replacement kits and temporary worker costs for work to be accomplished during this current Fiscal Year. Additionally a carry-over of $17,606 is added to the Park Construction fund, and an added expense of $12,000 to the Solid Waste fund for additional garbage cans.

Also the #37 Special Street/Roadway Projects fund is increased by $95,280 ($23,601 from Class "C" and $71,679 in Fund Balance Carryover from the audit).

ATTACHMENTS: Resolution 01-16; Attachment "A" spread sheet

COUNCIL BUDGET AMENDMENTS-Feb 9, 2016

			REVISED			
Item	Dept	Description	Increase	Decrease	Balance	Comments
==========		==========	=======	========	========	==========
GENERAL FUND REVENUES						
10-3850	Revenue	Class "C" Surplus	**19573**		66573	Added revenue from audit
10-3690	Revenue	Sundry	**1044**		65424	Youth Council reimburse for hoodies
10-3690	Revenue	Sundry	**530**		65954	Reimburse for Fire Conference Airfare
10-3822	Revenue	State Liquor Surplus	**6013**		6013	Added revenue from audit
10-3845	Revenue	Street Impact Surplus	**3949**		263949	Added revenue from audit
10-3870	Revenue	Gen Fund Surplus	**5225**		5225	Fire Station copy machine
10-3870	Revenue	Gen Fund Surplus	**5000**		10225	Council Chamber Electronic upgrade
		GF Revenue TOTAL	**41334**			
GENERAL FUND EXPENSES						
10-4143	City Council	Youth Council	**1044**		7464	Youth Council reimburse for hoodies
10-4174	City Council	Equipment	**5000**		5000	wireless hearing system & new projector
10-5523	Fire	Meeting and Training	**530**		6436	Reimburse for Fire Conference Airfare
10-5574	Fire	Equipment	**5225**		39350	Fire Station copy machine
10-5974	DUI	Equipment	**6013**		18533	extra revenue from audit
10-6172	Streets	Impact Fee Improvements	**3949**		306179	extra revenue from audit
10-6181	Streets	Trans to Spec St Project #37	**19573**		106167	extra revenue from audit
		GF Expense TOTAL	**41334**			
						103356
WATER FUND-REVENUE						
51-3720	Water	Fund Balance	**18000**		44909	to cover added purchases
		TOTAL				
WATER FUND-EXPENSE						
51-4012	Water	Temporaries	**4500**		18500	added help to install check valves
51-4074	Water	Equipment	**13500**		16840	Dual checks and replacement kits
		TOTAL	**18000**			
STORM DRAIN FUND-REVENUE						
53-3720	Storm Drain	Fund Balance	**75000**		75000	impact fee funds
		TOTAL				
STORM DRAIN FUND-EXPENSE						
53-4072	Storm Drain	Equipment	**75000**		165195	impact fee project- detention pond phase#1
		TOTAL	**75000**			
SOLID WASTE FUND-REVENUE						
54-3720	Solid Waste	Fund Balance	**12000**		37940	to cover added purchases of cans
		TOTAL				
SOLID WASTE FUND-EXPENSES						
54-4074	Solid Waste	Equipment	**12000**		16840	purchase additional 150 garbage cans
		TOTAL	**12000**			
PARK CONSTRUCTION PROJECTS						
34-3720	Park Const	Fund Balance	**17606**		243761	Added "audit" revenue
		TOTAL	**17606**			
PARK CONSTRUCTION PROJECTS						
34-4073	Park Const	Improvements	**17606**		312661	Added "audit" revenue
		TOTAL	**17606**			
SPECIAL STREET/ROADWAY PROJECTS						
37-3671	Str Projects	Trans from Gen Fund-Class "C"	**19573**		106067	Added revenue from audit
37-3720	Str Projects	Fund Balance Carryover	**71679**		234979	Added revenue from audit
		TOTAL	**91252**			
SPECIAL STREET/ROADWAY PROJECTS						
37-4073	Str Projects	Improvements	**91252**		820548	Added revenue from audit
		TOTAL	**91252**	**0**		

RESOLUTION No. 01-16

A RESOLUTION AMENDING THE CITY BUDGET FOR ALL CITY FUNDS FOR FISCAL YEAR 2015-2016

WHEREAS, Clinton City has established the following funds: General Fund, Motor Pool Fund, Capital Projects Fund, Water Fund, Sewer Fund, Solid Waste Fund, and Cemetery Perpetual Care Fund; and,

WHEREAS, Section 10-6-128 of the Utah Code allows amendments to the budget for each of the above-listed funds; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, DAVIS COUNTY, UTAH, THAT THE BUDGET IS HEREBY AMENDED AS SHOWN ON ATTACHMENT "A", ATTACHED HERETO, FOR THE FISCAL YEAR 2015-2016, BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

Passed, adopted and ordered posted and recorded by the City Council of Clinton City, Utah, this the 9th day of February, 2016

_____

L. Mitch Adams, Mayor

Attest:

_____

Dennis W. Cluff, City Manager/Recorder

_____

Date Posted

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Public Hearing – Ordinance No. 15-12Z tabled from November 10, 2015 – Request to rezone the property located at approximately 2382 W 1800 N from Residential (R-1-9) to Patio Home (PH).	**AGENDA ITEM: G**
PETITIONER: Dennis Cluff, Will Wright, Bruce Nilson - representing Nilson Homes and He Flies, LLP	**MEETING DATE:** February 9, 2016
RECOMMENDATION: That Council consider <u>one</u> of the following: 1) Table the rezone, and request the Planning Commission to look at expanding the PH Infill maximum in Chapter 22 of the Zoning Code due to a finding that more senior type housing is needed in Clinton; and simultaneously amend the Master Land Use Map to reflect the anticipated new PH zone property; or, 2) Approve the rezone from R-1-9 to PH, and request the Planning Commission to revise Chapter 22 of the Zoning Code to include Conventional Patio Home development standards; and amend the Master Land Use Map to reflect the new PH zoned property; or, 3) Deny the rezone request.	**ROLL CALL VOTE:** **YES**
FISCAL IMPACT: N/A	

BACKGROUND: The Planning Commission recommended approving the rezoning request at their January 12, 2016 meeting. There were a few optional actions discussed by the Commission, however the owner or his representative preferred the standard rezone change.

The Master Land Use Plan currently shows the subject parcel as potential Performance Zone along 1800 North, with the remainder of this parcel listed as future Residential (R-1-9). The adjacent property to the East is zoned PZ (Performance Zone), which consists of commercial development along the state highways, an 80 apartment complex and higher density single family dwellings. The North side of the property has an 80 foot County drainage easement adjacent with both R-1-9 and R-1-15 subdivisions north of the drainage. The West side of the property is adjacent to R-1-10 development. And the South side of the property has vacant property along 1800 N as well as a few R-1-9 and R-1-10 lots. A development of Patio Homes on the subject R-1-9 property could be considered consistent with the planning concept of transitioning from commercial and high density residential to less density residential.

The current City Zoning Code (Chapter 22-PH Zone) limits the Patio Home development zone as an infill function on existing parcels of land of 5 acres or less which are either zoned R-1-9, R-1-8a, R-1-8 or R-1-6 or on the Master Land Use Map for potential future zoning. The current PH zoning qualifications are an outcome of the recent General Plan process. This Chapter 22 of the Zoning Code has proven to be fairly restrictive in allowing Patio Home infill, for there are very few parcels that qualify. A relevant question that should be asked may be, "does additional review of the General Plan suggest that more Patio Home type dwellings for mostly retired single family citizens be made available than what can be available under the current PH law"?

Here is the land use section of the General Plan that references the need for high-quality retirement communities. The following chart is found on page 10 of the General Plan and outlines characteristics of a desired single family retirement community.

Characteristics of a desired single family retirement community			
	Should not be allowed in all zones		
		Allow in areas where the higher density would not detract from large lot developments	
		Frontage of lots should not be adjacent to frontage of larger lots	
		Density increases over established zone should be based on development criteria over standard development *criteria* and outlined in an infill ordinance	
		Allow only in small areas that are considered infill	
	Developments should improve the overall characteristics of surrounding properties		
		Require proof (through assessed values) of higher quality products	
		Access should not be restricted	
	Qualifications for higher density should be established		
		Quantifiable criteria for percentages of increase over established zone	
			Landscape requirements and enhancements
			Recorded Development Agreement with all approved development criteria
			Superior building materials
			Quantity and quality of community amenities
			Established and professionally managed HOA
			Trail / park / shopping / transportation access for residents
		Require proof that the City has adequate infrastructure to support the development	
		Public streets and infrastructure meet established guidelines	
		Meets unmet housing demand	
	Developer is builder		
		Architectural theme with diversity of appearance	

BACKGROUND-CONTINUED:

As the City Council reviews this agenda item information there are a few additional items that should be noted:

1) The current PH ordinance was adopted April 8, 2014;

2) This same rezone request on this same property was first tabled indefinitely (at the request of the petitioner) by the City Council on August 13, 2014 (a continued meeting);

3) **If** the Council decides to approve this rezone, the action will not be in compliance with the existing PH ordinance or the Master Land Use Map (MLUM). The attorneys feel we would need to revamp the PH ordinance and the Map prior to allowing development. An ordinance amendment would need to clarify the vagueness between the Infill (5 acres or less) and Conventional PH developments (over 5 acres-up to 18 acres) and the standards which may apply to each. The MLUM change would be needed in order to record the modification of the rezoned property.

4) **If** the Council decides to table the rezone, while voicing their conceptual approval of it, they could send Chapter 22 of the Zoning Code back to the Planning Commission to consider changing the Infill standard to 18 acres or less and at the same time consider changing the MLUM to reflect the future anticipated change.

5) Either action listed in #3 or #4 above will require the proper notification and public hearings. Even fast tracking this process will take at least an additional month's time (Planning Commission meeting of March 1st and Council meeting of March 8th). The main difference between tabling the rezone or actually approving it at the Feb 9th meeting is, if it is tabled and #4 is carried out, the subsequent rezone approval by the Council will be a permitted use under the amended PH code, and a potential non-desired precedence is not set.

ATTACHMENT: Ordinance 15-12Z

ORDINANCE NO. 15-12Z
REZONE

AN ORDINANCE TO AMEND THE ZONING OF THE SUBJECT PROPERTY FROM R-1-9 TO PH (PATIO HOMES)

WHEREAS, Clinton City has established a standard for land use and land use density through its zoning powers; and,

WHEREAS, The Clinton City Planning Commission has convened a public hearing and based upon established planning principles and public input forwarded a recommendation of approval to the City Council.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, DAVIS COUNTY, STATE OF UTAH:

BY MOTION The Clinton City Council voted to (adopt) (reject) this petition for rezone.

SECTION 1. Petition

Petitioner has requested the property located at approximately 2382 W 1800 N, more accurately described below, to be rezoned from Residential (R-1-9) to Patio Home (PH).

SECTION 2. Legal Description

A parcel of land located in the Northeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah.

Beginning at a point on the northerly right-of-way line of 1800 North, point being on the southeast corner of the He Fly's No. 4 Subdivision (on file and of record in the office of the recorder, Davis County) point also being 993.60 feet East and 33.51 feet North from the center quarter corner of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, (basis of bearing being N00°01'16"E between center section and the north quarter corner of Section 18); and running thence N00°30'56"E along the easterly boundary of He Fly's No. 4 Subdivision 111.00 feet to the northeast corner of Subdivision; thence N89°29'34"W along the northerly boundary of He Fly's No. 4 Subdivision and the northerly boundary of the He Fly's No.2 Subdivision 213.00 feet to the northwest corner of He Fly's No. 2 Subdivision; thence S00°30'48w along the westerly boundary line of He Fly's No. 2 Subdivision 111.00 feet to the northerly right-of-way line of 1800 North; thence N89°29'34"W along northerly right-of-way line 14.74 feet; thence N00°30'48"E 111.00 feet; thence N89°29'34"W 100.00 feet to a point on the easterly boundary line of the Bridges Phase-3 Subdivision; thence N00°32'21"E along easterly boundary line 1090.55 feet; thence S89°29'58"E 666.35 feet to the northwest corner of the Clinton Towne Center Residential Subdivision-Phase 1 Amended; thence S00°33'55"W along the westerly boundary line of Clinton Towne Center Residential Subdivision-Phase 1 amended and the westerly boundary of Clinton Towne Center Subdivision 1201.63 feet to a point on the northerly right-of-way line of 1800 North; thence N89°29'34"W along right-of-way 338.02 feet to the point of beginning.

Containing 765,602 Sq feet Or 17.58 acres, Parcel 14-019-0084 contains 17.58 acres

SECTION 3. Map

A map is attached to the ordinance by reference, however if a discrepancy exists between the map and legal description the legal description takes precedence.

SECTION 4. Planning Commission Action

Reviewed in a public hearing the 19th day of January 2016, by the Clinton City Planning Commission and recommended for approval through a motion passed by a majority of the members of the Commission based upon the following findings.

For a Favorable Recommendation for Adoption based upon the following findings:
1. This is a minor deviation from the Master Land Use Map but still conforms to the intent of the General Plan as stated on page 10 of the General Plan. (need for patio homes);
2. There is no undeveloped PH Zone on the Master Land Use Map;
3. The site exceeds the infill criteria of five acres but conforms to conventional standards as identified in 28-22-5;
4. The Commission notes that the request would appear to meet an unmet demand for retirement housing and otherwise aligns favorably with the PH Zone as found and documented through the use of the chart found in the General Plan on page 10;
5. The Master Land Use Map indicates that the frontage of the property on 1800 N is to develop as PZ. The property is currently zoned R-1-9 and any development is not likely to rezone the frontage PZ as called out in the Master Land Use Map.
6. After several public hearings all comments have been favorable for development of Patio Homes with no objections from the public.
7. The Petitioner has represented that the current approval of Town Point Subdivision will be withdrawn upon approval of this rezone.

SECTION 5. Severability. in the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 6. Effective date. This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 9th day of February, 2016.

October 15, 2015
NOTICE PUBLISHED

_____
L. MITCH ADAMS, MAYOR

ATTEST:

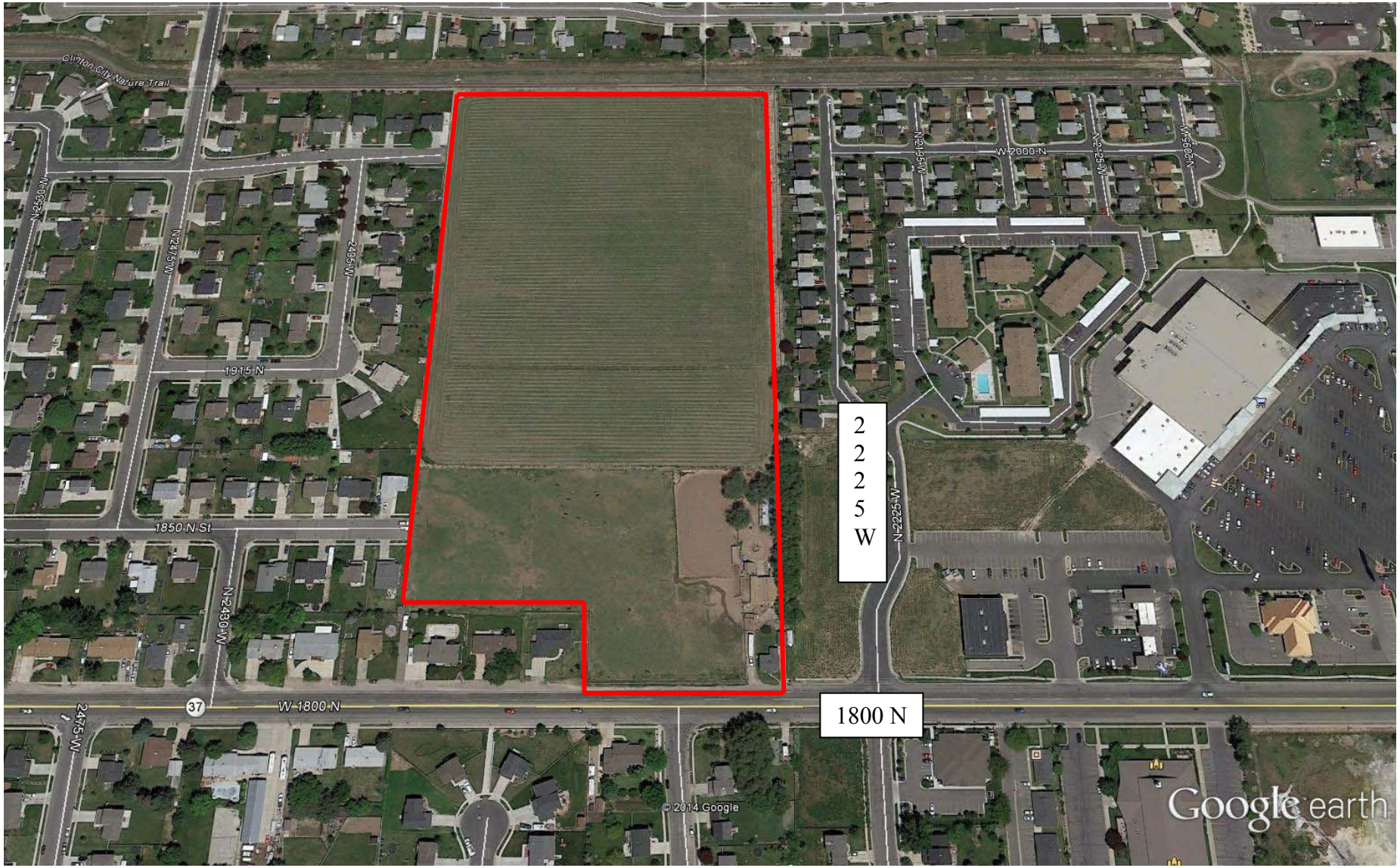
_____
DENNIS W. CLUFF, CITY RECORDER

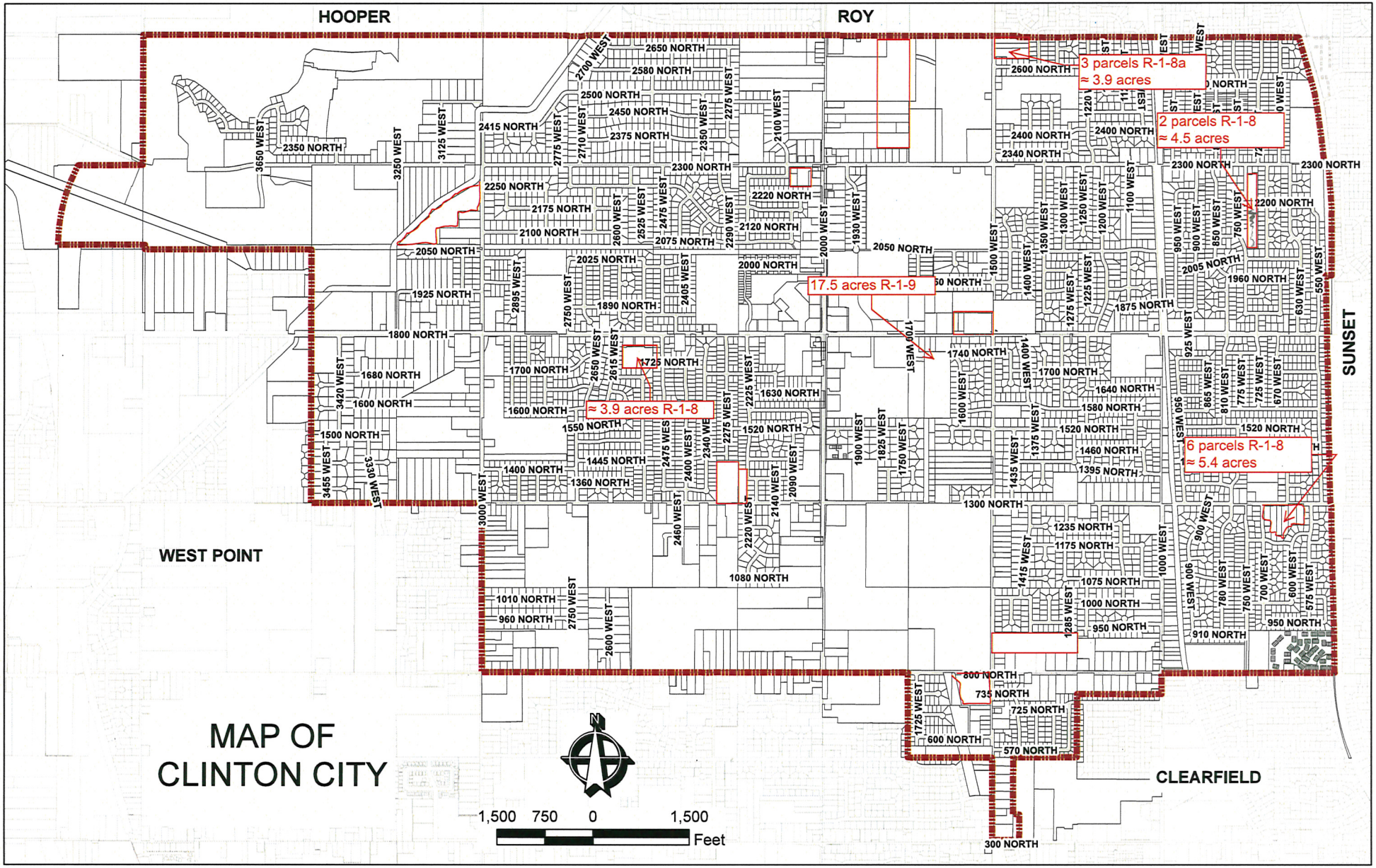
Posted: _____

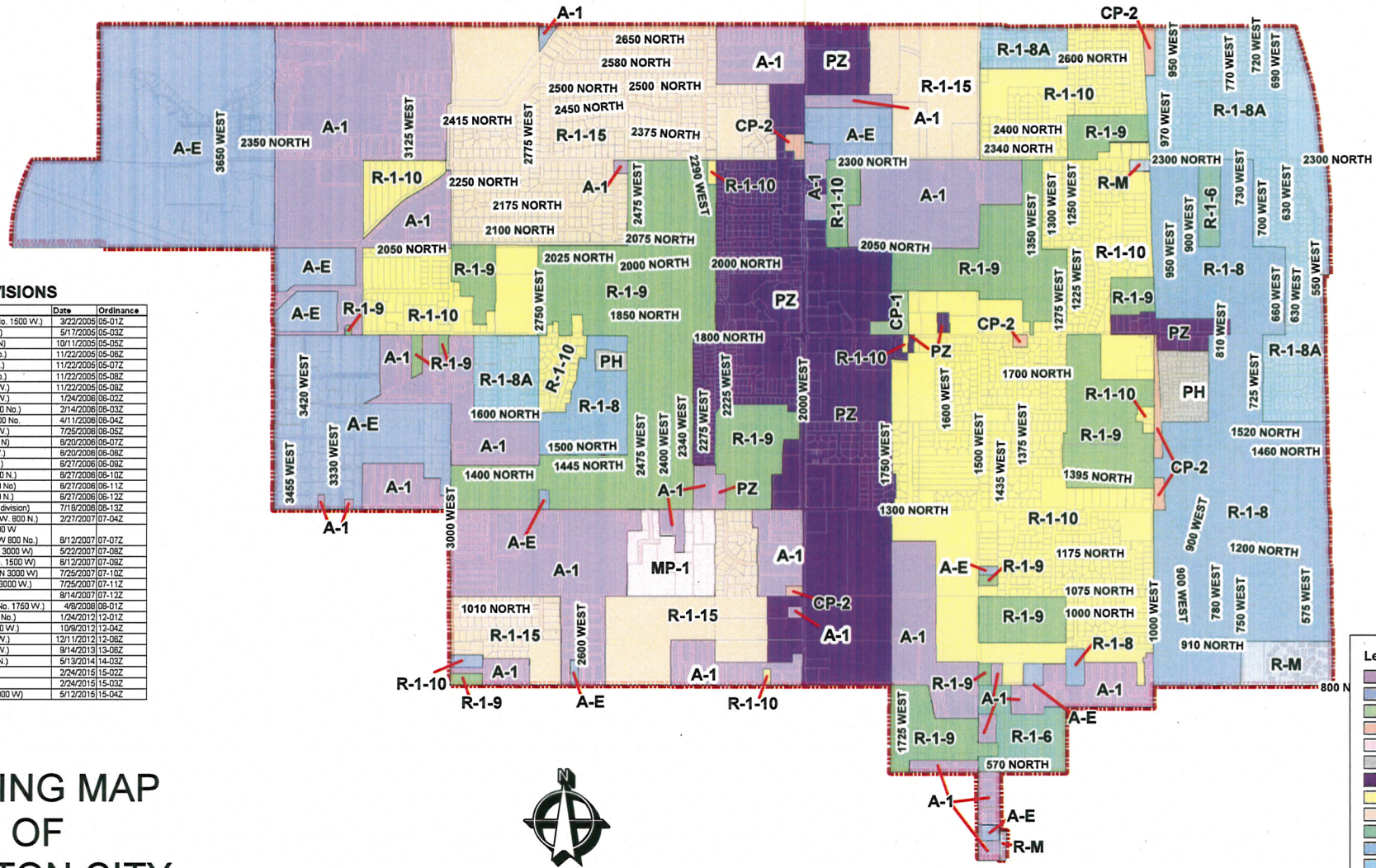
- Rezone Request
- Ordinance No. 15-12Z

- PC November 3, 2015
- CC November 10, 2015

- Requested
- R-1-9 to PH




HOOPER
ROY
SUNSET
WEST POINT
CLEARFIELD
3 parcels R-1-8a
≈ 3.9 acres
2 parcels R-1-8
≈ 4.5 acres
17.5 acres R-1-9
≈ 3.9 acres R-1-8
6 parcels R-1-8
≈ 5.4 acres
MAP OF
CLINTON CITY
1,500 750 0 1,500
Feet



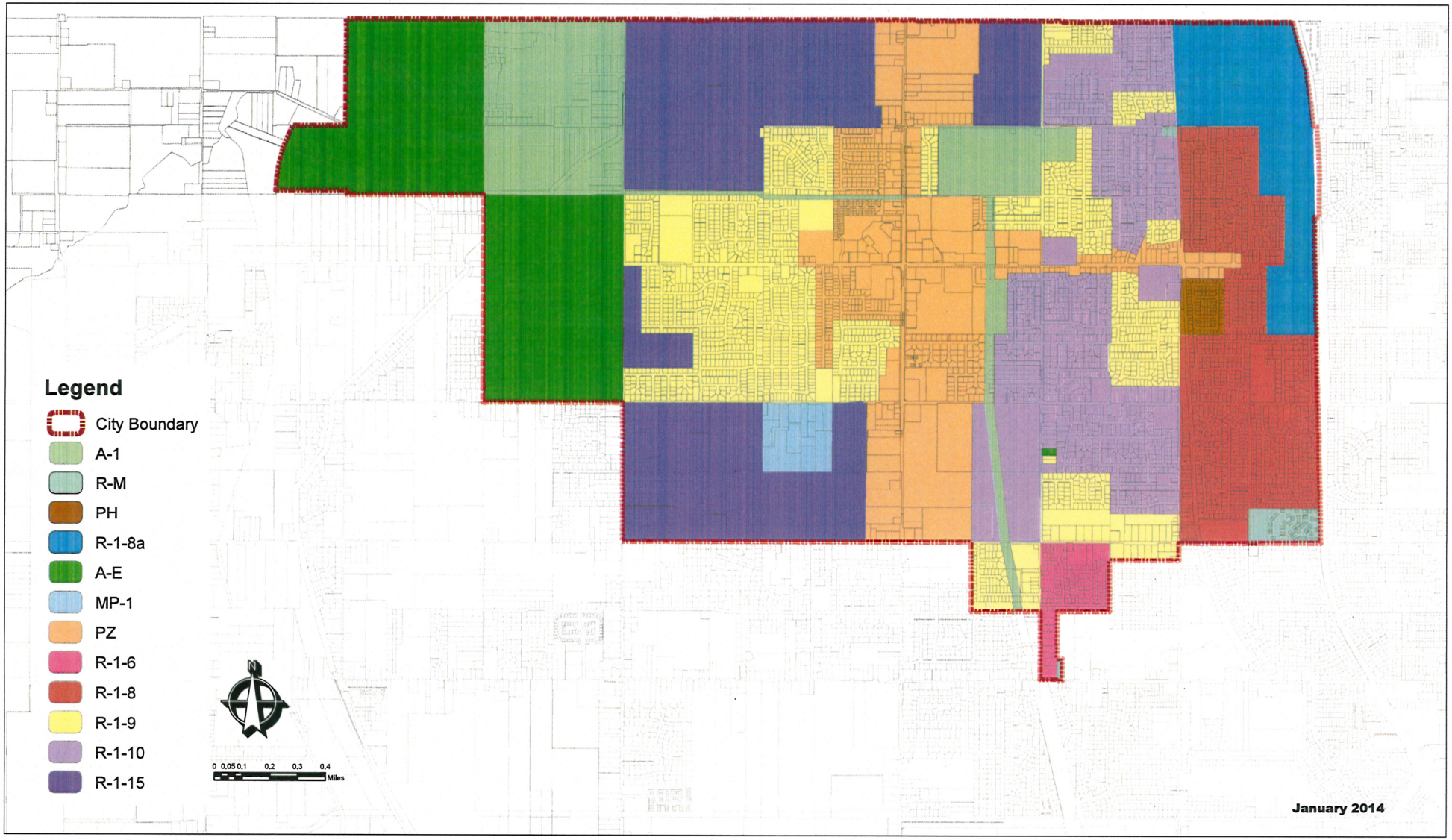
REVISIONS

Descriptions	Date	Ordinance
A-1 to R-1-9 (approx. 2050 No. 1500 W.)	3/22/2005	05-01Z
A-1 to A-E (408 No. 1500 W.)	5/17/2005	05-03Z
A-1 to MP-1 (2277 W. 1300 N)	10/11/2005	05-05Z
A-1 to A-E (3362 W. 1800 No.)	11/22/2005	05-06Z
A-1 to A-E (3269 W 1800 No.)	11/22/2005	05-07Z
A-1 to A-E (3223 W. 1800 No.)	11/22/2005	05-08Z
A-1 to R-1-15 (912 N. 3000 W.)	11/22/2005	05-09Z
A-1 to R-1-10 (822 N. 3000 W.)	1/24/2006	06-02Z
R-1-10 TO PZ (1906 W. 1800 No.)	2/14/2006	06-03Z
A-1 TO R-1-10 (1870 W. 2300 No.	4/11/2006	06-04Z
A-1 to R-1-9 (570 No. 1700 W.)	7/25/2006	06-05Z
A-1 to R-1-15 (2225 W 2300 N)	8/20/2006	06-07Z
A-1 to PZ (2375 No. 2000 W.)	8/20/2006	06-08Z
A-1 to PZ (2580 No. 2000 W.)	8/27/2006	06-09Z
A-1 to R-1-15 ((1600 W 2300 N.)	8/27/2006	06-10Z
A-1 to R-1-10 (1500 W. 2300 No)	8/27/2006	06-11Z
A-1 to R-1-10 (2941 W. 1800 N.)	8/27/2006	06-12Z
PZ to PH (Shady Grove Sub-division)	7/18/2006	06-13Z
A-1 to R-1-15 (approx. 2750 W. 800 N.)	2/27/2007	07-04Z
A-1 to PZ (approx. 975 N 2000 W		
A-1 to R-1-15 (approx 2500 W 800 No.)	8/12/2007	07-07Z
A-1 to A-E (approx. 1457 No. 3000 W)	5/22/2007	07-08Z
A-1 to R-1-9 (approx. 832 No. 1500 W)	8/12/2007	07-09Z
A-1 to R-1-15 (approx. 2500 N 3000 W)	7/25/2007	07-10Z
A-1 to A-E (1827 & 1837 No 3000 W.)	7/25/2007	07-11Z
A-1 to A-E 1307 W. 800 No.	8/14/2007	07-12Z
R-1-15 to PZ (approx. 2600 No. 1750 W.)	4/8/2008	08-01Z
R-1-10 to PZ (1804 W. 1800 No.)	1/24/2012	12-01Z
R-1-10 to A-E (1122 No. 1500 W.)	10/9/2012	12-04Z
MP-1 to PZ (2084 No. 2000 W.)	12/11/2012	12-06Z
A-1 to R-1-15 (948 N. 3000 W.)	8/14/2013	13-06Z
R-1-8 to PH (2501 W. 1725 N.)	5/13/2014	14-03Z
A-1 to A-E (3400 W 1925 N)	2/24/2015	15-02Z
A-1 to A-E (3400 W 1800 N)	2/24/2015	15-03Z
A-1 & CP-2 to PZ (2337 N 2000 W)	5/12/2015	15-04Z

ZONING MAP OF CLINTON CITY

Revision Date: September 23, 2015

CLINTON CITY
Master Land Use Map



CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Moderate-Income Housing Plan (MIHP) Biennial Report – Review biennial report of the moderate-income housing plan to provide the State with data on the goals and progress of the City regarding moderate income housing.	**AGENDA ITEM: H**
PETITIONER: City staff as required by the Division of Housing and Community Development (HCD) of the State of Utah.	**MEETING DATE:** February 9, 2016
RECOMMENDATION: City staff recommends Council review and approve this report so that it can be submitted to the appropriate State agency.	**ROLL CALL VOTE:** **YES** **NO**
FISCAL IMPACT: Not applicable, however completing this report makes Clinton City eligible for various housing grants according to a representative at the State.	
BACKGROUND: Staff at the request of the Council found that a biennial report for moderate income housing is suggested by the State Division of Housing and Community Development (HCD). This report updates the City's efforts regarding its housing goals as outlined in the Clinton City 2013 General Plan.	
ALTERNATIVE ACTIONS:	
ATTACHMENTS: Moderate-Income Housing Plan Biennial Report	
REFERENCED DOCUMENTS:	

Moderate-Income Housing Plan Biennial Report

As established by **Utah Code 10-9a-408**, "the legislative body of each city shall biennially review the moderate-income housing plan element of its general plan and its implementation; and prepare a report setting forth the findings of the review."

The following form was created by the Division of Housing and Community Development (HCD) to provide a convenient reporting mechanism for Utah's municipalities. Your city may either complete and return this form or submit a moderate-income housing plan biennial report of its own format, provided that the report addresses the items required by 10-9a-408.

Please return a completed copy of this form or submit your city's own biennial report using the following address:

Mail:
Division of Housing and Community Development
Attn: Ashley Ward
1385 S. State St., 4th Floor
Salt Lake City, Utah 84115

Email:
ashleyward@utah.gov

If you need any assistance with your biennial report or in developing your local moderate-income housing plan, please contact Ashley Ward at (801) 468-0141, or by e-mail at ashleyward@utah.gov.

Moderate-Income Housing Plan Biennial Report

Name of City: _____*Clinton City*_____

Date Prepared: _____*January 8, 2016*_____

Respondent: _____*Will Wright*_____

Position: _____*Community Development Director*_____

The following questions are based on requirements regarding moderate-income housing plans for Utah cities, as established throughout Utah Code Title 10, Chapter 9a.
(*Please attach additional pages for your responses, as needed.*)

1. When did your city complete its moderate-income housing plan? _____*October 2013*__

2. Has the moderate-income housing plan been adopted as part of your general plan by the city's legislative body?

   __X__ Yes ____ No
   The Affordable Housing Plan was adopted in conjunction with the General Plan
   a. ***If No***: Please include an explanation of why the plan has not yet been completed, an outline of the steps you will take to complete the plan, and a description of any assistance HCD can provide.

3. Has your city updated its moderate-income housing plan's estimate of the need for moderate-income housing in the city within the last five years?

   __X__ Yes ____ No

   a. ***If No***: Please include an explanation of your city's plans and efforts to update this estimate and a description of any assistance HCD can provide.

   b. ***If Yes***: Please submit a copy of your updated housing plan to HCD. (Cities that submit a quality housing plan and a current biennial report by August 31, 2016 will be considered for participation in HCD's Community-Driven Housing Program)

4. Describe your city's efforts "to reduce, mitigate, or eliminate local regulatory barriers to moderate-income housing" during the past two years.

   Regularly review, evaluate, and when appropriate, update the City's development related ordinances, such as the zoning ordinance, subdivision regulations, impact fees, etc. to ensure the values of the community are being met and by encouraging code compliance so the City's residential quality standards are implemented. Further, participate in the biennial review for the Moderate Income Housing Report, changing policies and regulations, as needed, to align with those values and characteristics the citizens reflected in creating the General Plan.

5. Describe the "actions taken by [your] city to encourage the preservation of existing moderate-income housing and development of new moderate-income housing" during the past two years.

Facilitate the rehabilitation and/or expansion of infrastructure that will encourage the construction of a variety of housing throughout the city.

Encourage as appropriate, requirements to keep moderate income housing consistent with other residential development in Clinton, such as landscaping and quality building materials.

Consider utilization of state and federal funds or tax incentives to promote construction of moderate income housing.

6. Describe "progress made within [your] city to provide moderate-income housing, as measured by permits issued for new units of moderate-income housing" during the past two years.

Clinton City issued 104 building permits from January 2013 through June 2015 of which 49% were priced for moderate (38.4%) and 10.6% low (80% level) income households.

7. Describe "efforts made by [your] city to coordinate moderate-income housing plans and actions with neighboring municipalities" during the last two years.

Clinton City continues to participate with the Wasatch Front Regional Council that administers program(s) in Davis County to assist persons with various housing needs, among other planning activities for municipalities in this region.

8. Please indicate which moderate-income populations your moderate-income housing plan addresses (check all that apply):

a. X 80-100% AMI
b. X 50-80% AMI
c. X 30-50% AMI
d. X 0-30% AM
e. ____ Homeless
f. ____ Elderly
g. ____ Disabled
h. ____ Other (please indicate): _____

9. Please attach a copy of the section in your housing plan that describes your city's goals and actions to facilitate the development of moderate-income housing in your community, including the use of RDA/EDA funds for affordable housing, if applicable. If additional description or explanation is necessary, please use the space below:

Housing
Goal: Create a plan designed to encourage the maintaining and upgrading of existing housing within the City

.

Goal: Establish a policy of enforceable codes and consistent code enforcement.

10. Would you like to receive additional information about the Olene Walker Housing Loan Fund (OWHLF)?

__X__ Yes ____ No

11. Would you like to receive additional information about the HCD Community-Driven Housing Program (CDHP)?

__X__ Yes ____ No

12. Is there anything that HCD can do to assist your city in the further development and implementation of its moderate-income housing plan?

Consider utilization of programs offered by the Utah Housing Corporation within that agency's funding capacity.

13. Are you aware of any other barriers to Fair Housing on the basis of race, color, national origin, religion, sex, disability, or familial status?

____ Yes __X__ No

a. ***If Yes***: Please describe those barriers and what steps are being taken to provide an adequate supply of Fair Housing in your community.

14. Does the stock of housing designed to accommodate disabled individuals meet the needs of the disabled population of your city?

____ Yes ____ No __*X*__ *Unsure*

a. ***If Yes***: Please provide additional detail and describe how the current housing stock meets the needs of disabled residents in your community.
Unsure of the number of housing units available for the disabled populations, but will work to better understand this issue.

b. ***If No***: Please describe the efforts you are making to obtain this information and any plans you have to provide Fair Housing for the disabled.

CLINTON CITY
COUNCIL AGENDA ITEM

SUBJECT: Development Agreement for Fenway Estates located approximately 2475 West 2300 North and 1000 North on 2000 West for review and action upon a request by the developer.	**AGENDA ITEM: I**
PETITIONER: Unitah Land Investments, LLC, Dennis Hepworth.	**MEETING DATE:** February 9, 2016
RECOMMENDATION: Adopt, amend or reject a Development Agreement for Fenway Estates for developer to put in improvements necessary to serve this subdivision as well as the surrounding neighborhood and the City to put in a detention basin on 1300 North for servicing this subdivision and area of the city.	**ROLL CALL VOTE:** **YES** **NO**

FISCAL IMPACT: The installation of off site improvements for the storm drain system will be handled through a payback agreement with the developer. Further, the City agrees to install a detention basin at 1300 North to serve this development and surrounding neighborhood at an estimated cost of $240,000.

BACKGROUND: The Preliminary Plat for Fenway Estates consists of 134 lots was approved on May 5, 2015. Resolution 20-15 for the Final Plat for Phase 1 of this subdivision was approved by Council on August 11, 2015 and consists of 27 lots. It was noted in the August 11, 2015 staff report that this development could not add to the drainage needs without the 1300 North detention basin being constructed, which cost is estimated at $240,000 and another $230,000 for landscaping. It was further noted that the landscaping is not required for the detention basin to function, however will be needed when it is to be used as a park.

Lynn noted that there was $127,979 in the storm water fund at the end of FY2015, which now is $142,748. Lynn also noted that Phase 1 of this subdivision has 27 lots with an available fee amount of $69,579 and the remaining 107 lots would generate about $275,739. He also noted that there are a couple of commercial developments that will generate approximately $70,000 in the coming fiscal year. In short, there is sufficient revenue in the impact fees storm water fund to cover this initial construction costs. It is worth noting that the Engineer and Public Works Director have come up with a plan to phase the construction of the detention basin so the entire costs won't be incurred this fiscal year.

Lynn also noted that the park impact fees fund had revenue to do the landscaping however these improvements won't be put in until the entire detention basin is constructed, which will be sometime in the future.

Further, he indicated that the developer would be installing oversized storm water pipelines within the subdivision to carry water from other areas of the City, 800 North and a portion of the Church Farm at 800 N and 2000 W, which would be handled in a payback agreement.

ALTERNATIVE ACTIONS:

ATTACHMENTS: Development Agreement

REFERENCED DOCUMENTS: Subdivision Ordinance

Respectfully Submitted, Will Wright Community Development Director

DEVELOPMENT AGREEMENT
FOR
FENWAY ESTATES SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into as of the _____ day of _____, 2016 ("Effective Date"), by and between **CLINTON CITY**, a Utah municipal corporation, hereinafter referred to as the "**City**", and **UINTA LAND INVESTMENTS, LLC,** a Utah Limited Liability company, hereinafter referred to as the "**Developer**." The term "Developer" as used in this Agreement shall mean the initial Developer and the initial Developer's successors and assigns which assume the initial Developer's obligations under this Agreement, as applicable, for each Phase of the Project. The City and the Developer and Developer's successors and assigns, as applicable, are collectively referred to herein as the "Parties" and may sometimes singly be referred to as a "Party."

Recitals:

A. Robert P. O'Block ("**O'Block"**) owns approximately 59.24 acres of land located within Clinton City, Davis County, Utah more particularly described on **Exhibit "A"** attached hereto (the "**Property**").

B. O'Block has engaged Developer, among other things, to obtain Preliminary Approval of a plat for the residential development of the Property and final approval of the First Phase thereof and each subsequent Phase.

C. O'Block's project shall be known as Fenway Estates Subdivision, (the "**Project**") within the Residential R-1-15 Zone of the City, which Project is more particularly shown on the Preliminary Plat attached hereto as **Exhibit "B"** and by this reference made a part hereof (the "**Plat**").

D. The Project is to be developed in five (5) phases, each referred to herein singly as a "Phase" or collectively as "Phases." The Phases are shown on the Plat.

E. O'Block has entered into a Real Estate Purchase and Sale Contract with a secondary developer known as Castle Creek Homes, LLC ("**Castle Creek**") for the purchase of the First Phase and has granted Castle Creek four (4) options to acquire the four remaining Phases of the Project. These four options may or may not be exercised by Castle Creek.

F. It is anticipated that Castle Creek, by written Assumption Agreement, will assume all of Developer's obligations under this Agreement pertaining to the First Phase of the Project and pertaining to each subsequent Phase of the Project for which its applicable option to purchase is timely and properly exercised. When so assumed

by Castle Creek or some other third party, Developer shall be released from its obligations hereunder pertaining to each Phase of the Project, as applicable.

G. Developer has submitted and received approval of the Preliminary Plat for the Project with the stipulations outlined in this Agreement and in the minutes of the City Planning Commission and the City Council, the accompanying Escrow Agreement, the Subdivision Improvement Agreement and other related agreements and documents maintained at the City (collectively the "**Related Documents**"). Common areas of the Project are to be developed and improved as required by Clinton City Laws (as hereinafter defined).

H. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in City's Laws and Related Agreements (as hereinafter defined).

I. The "Project Improvements" shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including, but not limited to, sewer lines, water lines, storm and land drain lines, roads, electricity, gas, telephone, cable, all equipment and facilities in connection with any and all of the foregoing, detention basins (if any), curb and gutter, trails and open space, if any.

J. Each Party acknowledges that it is entering into this Agreement voluntarily.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the issuance of a building or construction permit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Term. The term of this Agreement (the "**Term**") shall commence upon the Effective Date and continue for a period of one year following the completion of the development of the Final Phase of the Project. Unless otherwise agreed between the City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

Deleted: the lesser of: (a)

Deleted: , or (b) fifteen (15) years from the date hereof.

Upon termination of this agreement for any reason, the obligations of the Parties to each other hereunder shall likewise terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or Termination of this Agreement shall be rescinded or limited in any manner. No easements, maintenance requirements, or other agreements intended to run with the land shall expire.

3. <u>Vacant Property.</u> Developer shall maintain any vacant ground within each Phase of the Project sold and on which Developer has not commenced development free of debris and hazards to the general health, safety, and welfare of the public and residents of the area. Except for those portions of the Project where development and construction are actively being pursued by Developer or any agents, contractors, employees, successors or assigns of Developer shall insure that the property is graded so that it is easy for vegetation to be cut. Weeds shall be cut and maintained to a height of no greater than ten (10) inches.

4. <u>Development.</u> Developer shall develop the Project on the Property as described on the approved Preliminary Plat for the Project and the Final Approved Plats for the First Phase of the Project and each subsequent Phase, the City Laws (as defined below) and the Related Agreements as defined in Paragraph 6 g (collectively the "**Development Plan**"). Any changes proposed by the Developer to the Development Plan and said amendments or changes shall receive City approval and shall be recorded similar to this Agreement before becoming effective and construction can begin. Except for appeals that may be made from any decisions regarding the Project, the Clinton City Council shall receive a recommendation from the Planning Commission before acting upon any requested amendments or changes. Developer or other persons or companies hereafter actually developing any Phase of the Property shall accomplish such development (including landscaping) in accordance with and be bound by City's laws, rules and ordinances (except to the extent specific variances have been granted) (collectively the "**City Laws**"), in accordance with the Development Plan and in accordance with all federal, state and county statutes, rules and regulations, in accordance with all applicable building codes, and in accordance with the provisions set forth in this Agreement and the Related Documents, and shall utilize best commercial practices.

5. <u>Plats and Site Plans.</u> The Project must be developed in strict accordance with the approved Final Plat for each Phase of the Project. Once approval has been granted for the Final Plat for each applicable Phase of the Project, no amendments or modifications to the applicable Final Plats shall be made by Developer or Secondary Developer without the written approval of City being first obtained. Nothing contained herein shall be construed as granting final plat approval to Developer or Secondary Developer for any portion of the Project.

6. <u>Development of the Project.</u> The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. <u>Full compliance with City Laws and Development Standards</u>: The Project and all portions thereof shall be developed in accordance with and Developer shall be bound by City's Laws, the Development Plan and the approved Plat, required final plats, site plans, and this Agreement. In addition, Developer or its successors and assigns shall comply with any and all conditions imposed by the Planning Commission as approved by the City Council.

b. Zoning: The property is zoned Residential (R-1-15) and all requirements of the zone apply to this development unless specifically altered by Agreement.

c. Payment of Administrative Fees. Developer shall pay all generally applicable and Project specific City fees as a condition to developing the Property and Project.

d. Payment of Impact Fees: Clinton City has enacted an impact fee ordinance. Subject to adjustments approved by the City legislative Body, Developer agrees to pay the City impact fees due and payable in connection with the Project.

e. Phasing of the Project: Developer may develop the Project in various Phases in accordance with City's Laws. In developing each Phase, Developer or its successors and assigns shall ensure the logical extension of the Project throughout all Phases. All roads, paving, curbs, gutters, park strips, utility lines and connections and all other lines and connections within any given Phase shall be constructed in such a manner that they will readily connect to the next Phase without requiring any additional property to be acquired or additional fees or costs to be paid by the actual developer of such next Phase.

f. Final Plats: Developer shall prepare and submit to the City, Developer's application for final plat approval for each Phase of the Project within the time limits provided for in City Laws. The final plat for each phase of the Project shall be reviewed by City planning staff, Planning Commission and City Council as provided by City Laws. Following approval of the final plat and upon obtaining the required signatures thereon, the final plat for the entire subdivision or each phase thereof, along with the appropriate covenants shall be recorded by City in the office of the Davis County Recorder, and Developer shall pay all recording fees.

g. Subdivision Escrow Agreement, Subdivision Improvement Agreement: A Subdivision Escrow Agreement and Subdivision Improvement Agreement shall be entered into by the actual developer and the City for each Phase of the Project in accordance with City Laws ("**Related Agreements**").

h. City's Right of Review: Subject to the terms of this Agreement, City has the right to approve the final plat and/or site plan for each Phase of the Project together with any proposed changes therein in accordance with City Law and this Agreement. City shall review Developer's application for final plat and/or site plan approval and related documents in accordance with the established procedures of City governing such reviews. Review shall be conducted for the purpose of determining whether plats, site plans and other documents submitted by Developer comply with the requirements of City and the terms of this Agreement and requirements set forth during approval of prior Phases. If City determines that the plats, site plans or other documents do not comply, City will

advise Developer in writing of the changes necessary to comply. All plats and site plans approved by City shall comply in all respects with City's Laws, unless modified by this Agreement.

i. Development Regulations/Vesting: The Property shall be developed in accordance with City's Laws which are in effect on the date of this Agreement, together with the requirements set forth in this Agreement and the approval process of the Plat, except when future modifications are required under circumstances constituting a compelling public interest by federal, state, county and/or City laws, ordinances and regulations promulgated to protect the public's health, safety, and welfare or when City agrees, in writing, to grant modifications at the request of Developer. If local, state or federal law precludes compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only as necessary to comply with such local, state and federal laws and the remainder of this Agreement shall remain in full force and effect to the extent that performance of the remaining provisions would not be inconsistent with the intent of this Agreement. Notwithstanding the above, all development on the Property or any portion thereof shall be subject to and shall comply with any future amendments or changes to the International Building Codes and other construction codes adopted by the State, American Association of State Highway Transportation Official Standards, and the American Waterworks Association Standards if and to the extent adopted by City and applicable to the Project. The parties agree that City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority that cannot be restricted by contract.

j. Streets, Utilities and Infrastructure

(1). Streets - Developer will construct and/or improve and dedicate to the City the streets designated for public access and use as shown on final subdivision plats and/or site plans for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities. All construction and improvements shall be in accordance with City approved design and construction standards and requirements based upon a soils analysis conducted by a certified soils engineer whichever is the greater requirement. Prior to construction, plans and specifications shall be reviewed and approved by City Engineer.

(2). Sewer - The sewer lines and all related equipment and facilities shall be constructed and installed both within and without the Project at Developer's sole expense in accordance with City Construction standards

and City Laws and requirements and applicable federal, state and county laws and ordinances and building codes. The main sewer line shall be constructed large enough to service the entire Project, and shall be constructed off-site within and in accordance with the requirements of the easement granted by Green Bell, L.L.C. for that purpose, and shall properly be connected to the existing Sewer line on the Green Bell, L.L.C. property.

(3). Storm Drain– Developer agrees to design and construct storm and land drain system including all required equipment and facilities to meet City standards, City Laws and requirements, as well as all applicable federal, state and county laws, ordinances and building codes. The storm and land drain lines shall be upsized by the Developer to meet the requirements of the City. City agrees to enter into a written agreement to pay back to Developer the cost of improvement outside the project and to upsize the storm water and land drain lines that will also serve the Fenway Estates Subdivision. The payback will be completed once Developer has received in full the cost of improvements to upsize the storm water run-off and land drain lines as well cost of improvements outside of the Project. Determination of the cost of the improvements shall be based upon the engineer's estimate utilized in development of the Subdivision Escrow Agreement and Subdivision Improvement Agreement for the specific Phase of the Project where such improvements are being installed.

The storm and land drain system including all related equipment and facilities needed within the Project shall be constructed and installed both within and without the Project at Developer's sole expense in accordance with City construction standards and City Laws and requirements. City agrees to construct the detention basin known as the 1300 North Detention Basin located at about 1240 North 2780 West by June 1, 2016 to facilitate drainage needs for Fenway Estates Subdivision as well as adjoining areas of the City.

The storm and land drain lines shall be extended outside the Project and over the Easements granted for that purpose and within the terms and provisions thereof, and as applicable in accordance with the Agreement for Construction Easement in connection with the Q-2, L.L.C. property and connect this line to the City constructed detention basin referred to above.

(4). Secondary Water - Developer shall make arrangements with and shall comply with all of the requirements of the Davis and Weber Counties Canal Company (DWCC) to provide secondary water service to the Project and all Phases thereof. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to DWCC and in accordance with City Laws and requirements in order to

ensure delivery of secondary water to properties located with appropriate payback for oversizing of capacity from DWCC, if such oversizing is required. The final plat for each Phase shall be reviewed and approved by DWCC prior to any approval by City. Developer shall pay all connection fees associated with each Phase prior to recording of Final Plat for that Phase as are set by DWCC. Developer agrees to pay any and all fees imposed by DWCC in connection with the connection to its secondary water system, including fees for plan check and engineering review.

The secondary water system needed within the Project shall be constructed and installed at Developer's sole expense in accordance with the DWCC construction standards and City's Laws and requirements, the requirements of DWCC and the Development Plan and applicable federal, state and county laws and ordinances and building codes.

(5). Other Utility Lines. Developer agrees to connect all utility lines including, electrical, natural gas, culinary water, secondary water, cable and high speed internet (if applicable) to the applicable utility service or special service district and to pay any and all fees imposed by such utility providers or special service districts in connection with the development of the Project and connection to such utility services including fees for plan check and engineering review.

7. Inspections. All Project improvements within each Phase of the Project shall be inspected and accepted by the City in writing prior to the issuance of any residential building permit within that Phase.

8. City Obligations: Subject to Developer complying with all of City's Laws and the provisions of this Agreement, City agrees to maintain the public improvements and utilities within the development once dedicated to City following satisfactory construction and warranty thereof by Developer or its assigns and acceptance of the same by City. The City also agrees to provide standard municipal services to the Project including police and fire protection subject to the payment of all fees and charges levied by City.

9. Attorneys Fees: In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and reasonable attorneys fees.

10. Termination: Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project, including all phases thereof, is not completed within fifteen (15) years from the date of this Agreement or in the event Developer does not comply with City's Laws and the provisions of this Agreement, City shall have the right, but not the obligation at the sole discretion of City, to terminate this Agreement and/or to not approve additional Phases for the Project. City shall effect such

termination by giving written notice of intent to terminate to Developer set forth herein. Whereupon, Developer shall have sixty (60) days during which Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of City with regard to such matters, City shall be released from any further obligations under this Agreement and the same shall be terminated.

11. Amendment: This Agreement may be amended only in writing, signed by the parties hereto or in the event that the developer has completed the Project the appropriately elected officers of the homeowner's association and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CLINTON CITY CORPORATION
a Utah municipal corporationATTEST:

_____ _____

DENNIS W. CLUFF
CITY RECORDER

MAYOR L. MITCH ADAMS

CITY SEAL

DEVELOPER:

Uinta Land Investments, LLC

By: _____

Its: _____

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }

: ss

COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, in his capacity as a Manager of Uinta Land Investments, LLC.

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF _____ }

On the _____ day of _____, 2016, personally appeared before me L Mitch Adams, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

_____

NOTARY PUBLIC

COMMISSION EXPIRES _____

EXHIBIT "A"

PROPERTY DESCRIPTION
FENWAY ESTATES SUBDIVISION
A RESIDENTIAL SUBDIVISION

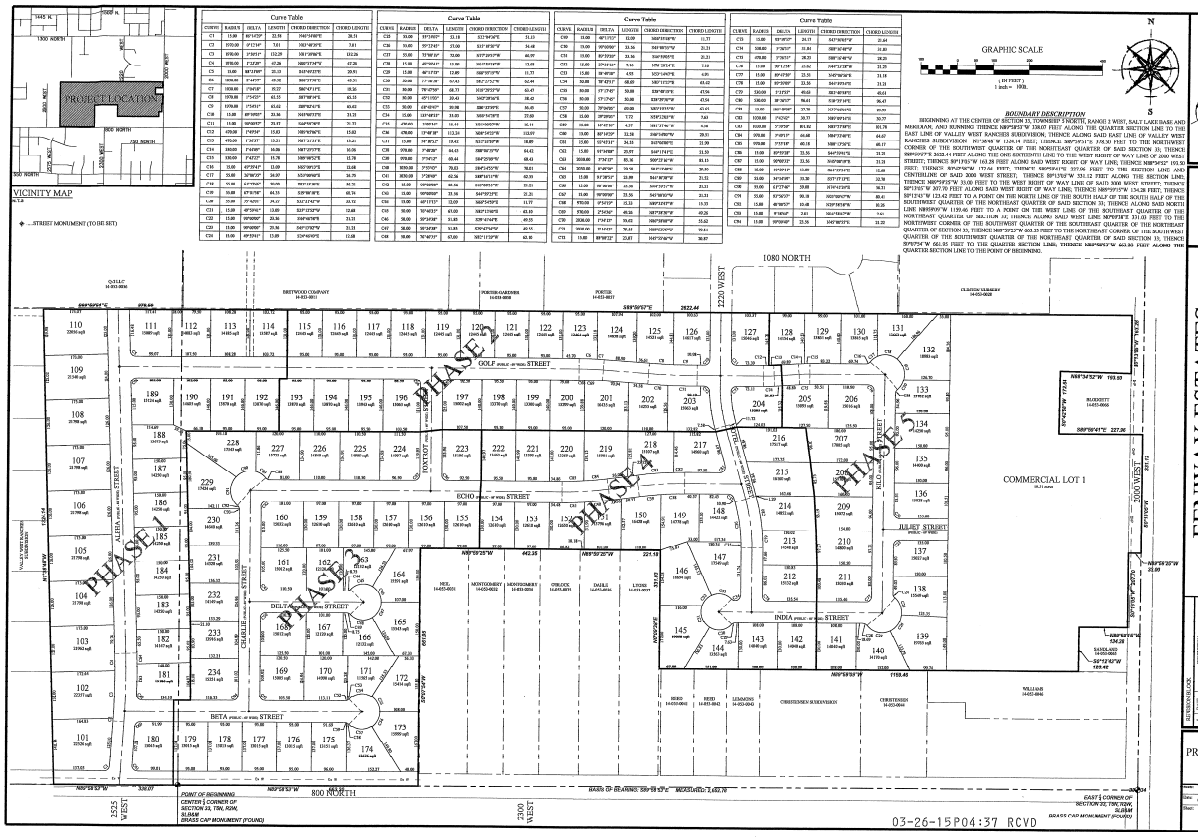
PROPOSED RESIDENTIAL PORTION OF PROPERTY

BEGINNING AT THE CENTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°58'53"W 338.07 FEET ALONG THE QUARTER SECTION LINE TO THE EAST LINE OF VALLEY WEST RANCHES SUBDIVISION; THENCE ALONG SAID EAST LINE OF VALLEY WEST RANCHES SUBDIVISION N1°38'48"W 1324.14 FEET TO THE 1/16 LINE; THENCE ALONG THE 1/16 LINE S89°59'51"E 378.50 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE S89°59'57"E 2122.44 FEET ALONG THE ONE SIXTEENTH LINE; THENCE S00°13'02"W 993.27 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID NORTH LINE N89°59'09"W 793.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33; THENCE ALONG SAID WEST LINE N0°09'38"E 331.03 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33; THENCE N89°59'25"W 663.53 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE S0°07'54"W 661.95 FEET TO THE QUARTER SECTION LINE; THENCE N89°58'53"W 663.20 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 59.24 ACRES

EXHIBIT "B"

PLAT / DEVELOPMENT PLAN
FENWAY ESTATES SUBDIVISION



Plat may require minor modifications during development of final drawings

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	**January 26, 2016**	**Call to Order**	**7:01 p.m.**
Staff Present	City Manager Dennis Cluff, Community Development Director Will Wright and Lisa Titensor recorded the minutes.		
Citizens Present	Omer Dillon, Chris Loock, Lucas McBride, Ty Smith, Rex Frampton, Kaleb Hadfield, Isaac VanBeekum, Spencer Ingram, Brayden Moss, Cade Moss, Kade Hansen, Boston Moon, Mark Humphreys, Mason Lusk, David Lusk		
Pledge of Allegiance	Councilmember Anna Stanton		
Prayer or Thought	Mayor Adams		
Roll Call & Attendance	Present were: Councilmember Patterson, Councilmember K. Peterson, Councilmember Stanton, Councilmember M. Petersen, Councilmember TJ Mitchell and Mayor Adams		
A. EMPLOYEE OF THE FOURTH QUARTER FOR 2015 – RECREATION DIRECTOR BRUCE LOGAN			
Petitioner	Dennis Cluff		
	Mayor Adams identified that Mr. Logan was not able to attend; he will be recognized at the February 9, 2016 City Council meeting.		
B. APPOINTMENTS TO THE CLINTON CITY PLANNING COMMISSION			
Petitioner	Mayor Adams		
Discussion	Mayor Adams asked the City Council to ratify his re-appointment of Jolene Cressall and appointment of Andy Hale to the Clinton City Planning Commission, each for three year terms.		
CONCLUSION	**Councilmember K. Peterson moved to ratify Mayor Adams' re-appointment of Jolene Cressall and appointment of Andy Hale to the Clinton City Planning Commission each for three year terms. Councilmember Stanton seconded the motion. All voted in favor of the motion.**		
C. APPOINTMENT TO THE CLINTON CITY BOARD OF ZONING ADJUSTMENT			
Petitioner	Mayor Adams		
Discussion	Mayor Adams asked the City Council to ratify his appointment of Ronnie Duncan to the Clinton City Board of Zoning Adjustment.		
CONCLUSION	**Councilmember Patterson moved to ratify Mayor Adams' appointment of Ronnie Duncan to the Clinton City Board of Zoning Adjustment for a five year term. Councilmember Mitchell seconded the motion. All voted in favor of the motion.**		
D. POTENTIAL PARTICIPATION IN THE CANAL CROSSING COSTS FOR A WEST SIDE CONNECTOR STREET			
Petitioner	Dennis Cluff, Will Wright, Mike Child		
Discussion	Mr. Wright provided the following information in the staff report: As part of the approval processes of the Stone Gate and Meadows North Subdivision located on the West end of the City, the crossing of the County Canal was mixed into the City's desired needs in order to establish a north-south connector street between		

1800 N and 2300 N at the far west end of the City. This canal crossing also allows the City to acquire looped water systems. Both the street and the looped water lines are part of the City's Master Plans.

Initially this County Canal crossing wasn't required for either subdivision's "stand alone" development, but with Meadows South Subdivision being postponed a second ingress/egress location for Meadows North was required. Hence, Meadows North has acquired the canal crossing property from the County (with the County's storm drain easement as a condition) to serve as their second access point. In addition, Stone Gate Subdivision has modified its internal development plan to also have street access at the canal crossing.

At a previous Council meeting in a discussion of this potential canal crossing, the potential of the City participating with some of the costs was discussed by the previous Community Development Director. The situation has slightly changed due to Meadow's North second access need, but the City's desire for a West end connector street and looped utility lines as outlined in our Master Plans remains the same. Part of the costs for a canal crossing will be the new culverts put in the canal bed to continue channeling the water downstream. The culvert installation costs are estimated at $50,000. Due to the positive impacts of the canal crossing for the City and its systems, staff is recommending the City participate up to $25,000 towards the culvert installation. All other costs for the canal crossing and street will be the developers' responsibility. Eventually, the street, including the canal crossing, will be dedicated to the City.

During the discussion Mr. Wright referred to the following memo he sent to the City Council:

MEMO

DATE: January 21, 2016

TO: Members of the City Council
THROUGH: Dennis Cluff, City Manager
FROM: Will Wright, Community Development Director
SUBJECT: City Participation in Canal Crossing

As you may remember, City staff indicated in the plat approval process for the Clinton Meadows North and Stone Gate Subdivisions last year to work with the developers to participate in putting in the canal crossing on the Davis County Canal. The City's main interest was to provide a north-south connector between two collector streets (1800 North and 2300 North) that would be west of 3000 West to improve both utility and transportation circulation in this area of the community. Both the water and secondary water systems would be significantly improved by looping their lines across the canal along this street crossing of the canal.

The idea of this street alignment was put into the City's Master Transportation Plan, which supports the City's efforts to cooperate with developers to provide this connector street. Additionally, the approved designs for both Clinton Meadows North and Stone Gate Subdivisions showed neither development required this crossing, which caused City staff to work with developers to assist with sharing the costs of this canal crossing.

For these reasons staff determined it in the City's best interest to participate in paying for some of the expense of a culvert and the materials needed for this canal crossing as an appropriate expenditure of city funds. Again, this crossing will greatly enhance the safety needs of this area by increasing the flow and manageability of the water system for fire and improved function ability of this operation. Further, it significantly upgrades the transportation system for this area by providing more than one access to these residences.

	The estimated cost of materials and installation of the aluminized steel culverts for this canal crossing is $50,000. Because of the future benefits to the City, staff respectfully requests that the Clinton City Council provide up to $25,000 to go towards the cost of installing this canal crossing. In the future when the Clinton Meadows South subdivision is developed, we should also consider participating with this same amount to apply towards that future canal crossing in order to complete the north-south street connection. Mr. Cluff clarified; this will not complete a through street until the other subdivision which is currently on hold is developed. Mayor Adams said a through street is needed, he would like a straighter connection but feels the interconnectivity is what is important. Councilmember K. Peterson asked where funds will come from in the budget. Mr. Cluff responded there is potential for a budget amendment for the project at the February 9, 2016 City Council meeting from the streets and storm drain budgets. Mr. Child explained that Mr. Vinzant had suggested the road have curves to prevent speeding. As a result, the Developers redesigned the road to meet Mr. Vinzants request; they are not willing to redesign it again at this point. Mr. Child explained further explained that Mr. Vinzant had identified this as a disproportional exaction; meaning it is an extra burden on the Developer because of the canal crossing. Staff is recommending $25,000.00 which would cover approximately half the cost of the culvert and the installation. This is a necessary crossing for the development. Chris Loock stated that after he had already received approval for his subdivision, he was contacted by Stone Gate to collectively purchase the property for the crossing. His understanding was that they would only be responsible for the asphalt and roadbase. The Clinton Meadows South delay gives the option to move the road to the south east corner for a second access and only have to bear half the cost. He agrees with the proposal as it is written.
CONCLUSION	**Councilmember K. Peterson moved to move forward with participation up to $25,000.00 based on the importance of a north south connection and safety for the residents with easier emergency access. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember M. Petersen voted no; although he is not opposed to the canal crossing, he feels it is inappropriate for an employee of the City to make a verbal agreement prior to coming before the City Council. Councilmember Patterson, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye; Councilmember Mitchell, aye.** **Mayor Adams clarified the City Council has the authority to decline if they collectively think it is a bad idea.** **Councilmember's Mitchell and Stanton both stated that issues should come before the Council prior to making any verbal agreement.** **Mr. Cluff clarified this issue was brought up in discussion during a City Council meeting prior to Mr. Vinzant retiring. There is no legal commitment binding the Council.**
Approval of Minutes	**Councilmember Stanton moved to approve the January 12, 2016 City Council Meeting as written. Councilmember Mitchell seconded the motion. All voted in favor of the motion.**
Accounts Payable	Councilmember M. Petersen asked for clarification on the burn plant description. Mr. Cluff responded it is the dumping fee at the plant. Councilmember M. Petersen suggesting changing the description for clarification.

	Councilmember K. Peterson asked for clarification on Club 55 decorations. Mr. Cluff provided the following information to the City Council after the meeting: 1) The Fundaze expenses ranging from $30 to $60 are normally expenses for the "season" decorations for the Senior luncheons. There was a much larger expenditure last October of $1,828.75 to purchase items to be prepared and used at the 2016 Easter Egg Hunt activity. Apparently we have had problems in the past of getting the quantity of desired Easter Egg Hunt items if we wait too late in the year, so staff wanted to be prepared this year and ordered the supplies. The purchases for the Easter Egg supplies comes out of 10-6965 (Recreation Program Activities) for which we budgeted $2,600. The supplies for Senior luncheons also comes out of 10-6965 where we budgeted $14,500 for Senior luncheons/dinners and activities. The entire Recreation Program Activities Budget is $23,200 and is divided up as follows: a) Easter Egg Hunt = $2,600 b) Senior Citizen Dinner/Activities = $14,500 c) Youth School Luncheons = $2,200 d) Fishing Program = $2,900 e) National Trails Day = $1,000 Some of these programs have fees attached to them which help recover some of these costs. **Councilmember Stanton moved to pay the bills. Councilmember Mitchell seconded the motion. All voted in favor of the motion.**
Planning Commission Report	Mr. Wright reported on the January 19, 2016 Planning Commission meeting as identified in the minutes.
City Manager	• On February 1, there will be a Meeting with City Managers regarding County Animal Control • The League of Cities Legislative Policy Committee will meet several times during the Legislative Session
Mayor	• The Division of Water Quality has extended the time line to install back flow devices to within a ten year period rather than within a two year period • The Wasatch Integrated Waste Management Plant has conducted a winter recycling study, the cities that require recycling came out slightly higher in cardboard and paper and the other recyclables are about the same.
Councilmember Patterson	• Commented that 1800 N needs to become a priority with UDOT.
Councilmember K. Peterson	• Attended the UDOT 650 N interchange open house - they will be upgrading the intersection this summer. She asked them to make sure Clinton is notified of open houses in the future. There will be positive changes, but 800 N will be impacted with more traffic. She had concerns for business access and requested some modifications regarding the cement barrier placement.
Councilmember M. Petersen	• Nothing to report at this time.
Councilmember Stanton	• Nothing to report at this time.
Councilmember Mitchell	• Safe sale zone – asked for staff to bring back an agenda item.
ADJOURNMENT	**Councilmember M. Petersen moved to adjourn. Councilmember Stanton seconded the motion. All voted in favor of the motion. The meeting adjourned at 7:56 p.m.**
ACTION ITEMS	• **Change the description for Burn Plant dumping in accounts payable reports.** • **Safe Sale Zone – ask Chief Chilson to address City Council** • **Club 55 decorations budget** • **Continue trying to deal with all the ducks at the pond**