



CLINTON CITY COUNCIL AGENDA
2267 N 1500 W Clinton, UT 84015

March 14, 2023

[Click Here for ZOOM Meeting Link](#)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Meeting ID: 891 7487 5476
Pass Code: 012738

Mayor

Brandon Stanger

City Council

Marie Dougherty

TJ Mitchell

Barbara Patterson

Anna Stanton

Gary Tyler

I. REGULAR SESSION – 7:00 P.M.

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

II. PUBLIC INPUT

Any public member who wishes to address the Council shall, prior to the meeting, sign the “list to present” with the Clerk of the Council. They will be allowed up to three minutes to make their presentation. Please send requests to litensor@clintoncity.com or call 801-614-0700. (According to Utah State Code, the Council cannot take action on items not advertised on the agenda).

III. BUSINESS

- A. Employee of the Month for February 2023 – Tammy Anderson
- B. Presentation from Victims Advocate - Celeste Joynt
- C. Resolution 06-23 - Interlocal Cooperation Agreement with Davis County for Election Services for 2023
- D. 7:00 PM Public Hearing, Resolution 07-23 - Amendments to FY 22-23 Budget

IV. OTHER BUSINESS

- a. Approval of Minutes: February 27, 2023 City Council Work Session & February 28, 2023 City Council Meeting
- b. Approval of Accounts Payable
- c. Planning Commission Report
- d. City Manager’s Report
- e. Staff Reports
- f. Council Reports on Areas of Responsibility
- g. Mayor’s Report
- h. Action Item Review

V. ADJOURN

Lisa Titensor

LISA TITENSOR, CITY RECORDER

- *City Council meetings will be live streamed via Zoom and a link to that meeting can be found either at the top of the agenda OR <https://www.facebook.com/ClintonCityUT/>*
- *Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website*
- *In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 48 hours prior to the meeting.*
- *This meeting may involve the use of electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.*
- *Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.*
- *The order of agenda items may change to accommodate the needs of the city council, staff and/or public.*

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Employee of the Month for February 2023 – Tammy Anderson	AGENDA ITEM: A
PETITIONER: Dennis Cluff, Steve Hubbard	MEETING DATE: March 14, 2023
RECOMMENDATION: That the Council recognize Tammy Anderson as Employee of the Month for February 2023.	ROLL CALL VOTE: NO
FISCAL IMPACT:	
<p>BACKGROUND:</p> <p>Tammy Anderson serves in multiple capacities within the City; however we like to think of her primary position as being in the Treasurer Department. In this department, her main duties are focused on the biweekly payroll process, which has become more involved and intense over the past couple of years as more undertakings have been added such as additional employees, varied compensation types and now an online time keeping function. Within this department she is also skilled at running the front counter operations for cash receipting, resolving billing questions, signing up new resident utilities, and answering general questions about issues pertaining to citywide functions. She takes calls that would normally be transferred to other areas, but many times is able to provide the necessary information.</p> <p>Her ability to be responsive in such a wide array of questions lies in the fact that she also serves in the Court one day a week and shares any remaining time in the Community Development Department as a Business License Specialist. While there, her work ethic is the same as with our department. She is known, as Peter has acknowledged, for a broad understanding of City operations and helps with planning and building inspections. If she has questions, she willing asks for assistance after exhausting all avenues of research on her own.</p> <p>She expanded her work hours to the Treasurer Department in August of 2016 after having already worked part time in Community Development since September 2012 and adding part time work with the Court in early 2016.</p> <p>Occasionally it may seem like a tug of war between us to get access to her valuable time. It’s been commented how amazing it is to keep up with her as she moves from one task to another.</p> <p>Tammy is truly a great asset to the overall operations within the City AND to its citizens. We are honored to recognize her as the Employee of the Month for February 2023.</p>	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation from Victims Advocate-Celeste Joynt	AGENDA ITEM: B
PETITIONER: Chief Stoker, Celeste Joynt	MEETING DATE: March 14, 2023
RECOMMENDATION: The Council listen to the report from Celeste Joynt on her work as Victim Advocate	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: Our current agreement for the Victim's Advocate runs through the end of June this year. Currently the Victim Advocate works with the Clinton, Sunset and Syracuse Justice Courts and all three cities participate in the expenses for this position.	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 06-23, Interlocal Cooperation Agreement with Davis County for Election Services for 2023	AGENDA ITEM: C
PETITIONER: Dennis Cluff	MEETING DATE: March 14, 2023
RECOMMENDATION: That Council adopt Resolution 06-23, approving the Interlocal Cooperation Agreement with Davis County for election services for the year 2023	ROLL CALL VOTE: YES
FISCAL IMPACT: Approx. \$39,100 depending on registered, actual voters and holding both elections	
<p>BACKGROUND:</p> <p>Clinton City has contracted with the County Election Services in the past for election services and the service has been excellent. The County has the personnel, equipment and knowledge to effectively and efficiently provide for the election needs of the Davis County cities. With this agreement, the County will run all of the election functions except the initial candidate sign-ups and the canvassing of the vote (required to be performed by the City Council). This will be a great saving of time on the part of the City Recorder. All of the Davis County cities signed up with the County last election for County staff to take care of the previous elections.</p> <p>Once all the city agreements have been signed and the County knows for sure what jurisdictions (cities, special districts etc...) will be participating in the cost of the elections, the County will provide us with a new detailed cost break down for the election. Without other jurisdiction participation in our elections and expecting that we hold a Primary and General election, our anticipated cost will be around \$39,100, which is in the new proposed FY23-24 draft budget.</p>	
ATTACHMENTS: Resolution 06-23 and Interlocal Agreement	

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as “County,” and _____ City, a municipal corporation of the state of Utah, hereinafter referred to as “City.” County and City may be referred to collectively as the “Parties” herein or individually as a “Party” herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2023 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County’s Obligations. County agrees to provide to City, if needed for the primary election in August 2023, and if needed for the general election in November 2023, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City's Obligations. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities outlined by applicable law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Review and approve the accuracy of the printed and audio of ballot formats;
 - 2.7. Arrange and conduct election canvass;
 - 2.8. Prepare candidate certificates;
 - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by applicable law; and
 - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Utah Law. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State of Utah.
4. Compensation. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A." The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.
5. Effective Date. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. This Agreement shall continue in effect until 30 days after the 2023 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. Termination. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party upon written notice after any material breach of this Agreement;
 - 7.3. By either Party, without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
 - 7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Indemnification. Each Party agrees to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of the indemnifying Party and/or the Party's representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Party Representatives") are known. No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.
9. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Attorney Review. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Independent Parties. Each Party acknowledges, understands, and agrees that its Party Representatives are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is writing and signed by the Party granting the waiver.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this agreement. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. Assignment Restricted. This Agreement may not be assigned without prior written consent of both of the Parties.
17. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or third party shall have any rights under this Agreement.
21. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
22. Time of Essence. Time is of the essence of all provisions of this Agreement.

23. Conflict of Terms. In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement or incorporated into this Agreement by reference, including exhibits or attachments to this Agreement, this Agreement shall control.
24. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement. Digital signatures shall have the same force and effect as original signatures.

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

DAVIS COUNTY

Lorene Miner Kamalu, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Neal Geddes
Davis County Deputy Attorney

CITY of _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

Print Name: _____

Title: _____

The undersigned and authorized attorney of _____ City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Print Name: _____

Title: _____

EXHIBIT A

(Election Costs Schedule)

**Exhibit A - Election Cost Schedule
2023**

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$180.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$180.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$155.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$155.00	
Training Course(s)	\$35.00	
Host	\$145.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$335.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$10.00	
Training Creation and Preparation (Includes equipment and preparation)	\$1,000.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$0.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$80.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$40.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Election Notices (optional - at actual cost)	\$0.00	Shared equally by all cities/districts
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$2,000.00	Shared equally by all cities/districts
Election Night Security	\$200.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation Per City/District	\$75.00	
Equipment Delivery (per location)	\$75.00	
Equipment Pickup (per location)	\$75.00	
Web Support	\$200.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.11	
By-Mail Inner Return Envelopes	\$0.11	
By-Mail Ballots	\$0.32	
Test Deck Paper Ballots (actual cost may vary)	\$1,000.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$16.53	Shared equally by all cities/districts

Services

Election Art/Set-up Production By Runbeck	\$3,000.00	Shared equally by all cities/districts
Database Setup By Runbeck	\$3,000.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	\$0.25	
Signature Verification and Tabulation (each returned) By County	\$0.40	

Postage

Postage Outbound	\$0.12	Actual Postage
In-Bound - includes postage and drop box pickup	\$0.68	
Returned Undeliverable - includes postage and processing	\$0.75	

RESOLUTION NO. 06-23

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CLINTON CITY (CITY) AND DAVIS COUNTY (COUNTY) FOR ELECTION SERVICES FOR 2023 MUNICIPAL ELECTIONS

Whereas, Title 11, Chapter 13 of the Utah Code allows public agencies to establish Interlocal Cooperation Agreements for the purposes of joint or cooperative action; and,

Whereas, the Utah State Code requires the City to hold municipal elections during odd numbered years; and,

Whereas, The County has a fully qualified and available Elections Department with the available resources and equipment to assist the City in holding the required elections for the year 2023; and,

Whereas, each party desires to join together in an Intergovernmental Cooperation Agreement to allow the County to provide the election services for the City; and,

NOW, THEREFORE, the Clinton City Council hereby resolves to approve the Interlocal Cooperation Agreement with Davis County, attached hereto, and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

INTRODUCED AND PASSED THIS 14th DAY OF MARCH 2023

Attest:

Clinton City
Municipal Corporation

Lisa Titensor, City Recorder

Mayor Brandon Stanger

Posted: _____

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: 7:00 P.M.- <u>Public Hearing</u> - Resolution #07-23, Amendments to FY 22-23 Budget	AGENDA ITEM: D
PETITIONER: Dennis Cluff	MEETING DATE: March 14, 2023
RECOMMENDATION: The Council adopt Resolution #07-23, Amendments to FY 22-23 Budget	ROLL CALL VOTE: YES
FISCAL IMPACT: \$172,363 in GF & \$1,715,500 in #38 funds	
<p>BACKGROUND</p> <p>This budget amendment includes:</p> <ul style="list-style-type: none"> a) Paramedic equipment – ordered last fiscal year and just arrived (\$2,400); b) Stainless steel fixtures for Park restroom repairs (\$5,200); c) Parks tree pest treatments for pests killing park trees at Civic Center (\$13,500); d) Heritage Days – full costs for June celebration- 2nd this fiscal year (\$86,263); e) Transfer from #38 Cap Improvements fund to #47, 2000 W project (\$1,501,500); f) Transfer from #38 Cap Improvements fund to #48, 1800 N project (\$214,000); g) Transfer from General Fund to Motor Pool - \$65,000 down payment on new ambulance. <p style="text-align: center;">After the completion of the audit, we may need another budget amendment to add in carryover amounts that could be useful to the current budget.</p>	
ATTACHMENTS: Resolution #07-23; Attachment “A” spread sheet	

COUNCIL BUDGET AMENDMENTS-March 2023

Item	Dept	Description	Increase	Decrease	Balance	
GENERAL FUND REVENUES						
10-3870	Revenue	Gen Fund Balance	172363		284159	Heritage=86263; paramedic=2400;parks=18700; ambul-65000
		TOTAL	172363			
GENERAL FUND EXPENSES						
10-5774	Paramedics	Equipment	2400		7400	Helmets-back ordered from last fiscal year
10-6426	Parks	Restroom fixture repairs	5200		131646	stainless steel fixtures
10-6473	Parks	Tree pest treatment	13500		50000	trees @civic center- diseased, bores, scale chlorolis
10-7111	Heritage Days	Salaries	3982		9782	carryover from 1st Heritage Days available
10-7113	Heritage Days	Benefits	1130		3530	carryover from 1st Heritage Days available
10-7141	Heritage Days	Advertising	15		9565	carryover from 1st Heritage Days available
10-7163	Heritage Days	Sound System/Stage	14731		29301	
10-7164	Heritage Days	Booths & Entertainment	25915		49915	
10-7165	Heritage Days	Fireworks	20500		41000	
10-7166	Heritage Days	Misc Activities	19990		52780	
10-8020	Transfers	Trans to Motor Pool-ambulance payment	65000		65000	down payment on new ambulance for 2025
		TOTAL	172363	0		
FUND #38 - CAPITAL IMPROVEMENT PROJECTS - REVENUE						
38-4073	Cap Projects	Improvements	1715500		2656049	Transfers to #47 & #48 funds for improvements
		Total	1715500			
FUND #38 - CAPITAL IMPROVEMENT PROJECTS - EXPENSES						
38-4084	Cap Projects	Trans to #47 - 2000 West Project	1501500		2901500	Most of UDOT agreement; 1000000 more in 23-24 budget
38-4087	Cap Projects	Trans to #48 - 1800 North Project	214000		214000	Engineering betterment agreement with UDOT
		Total	1715500			
FUND #41 - MOTOR POOL - REVENUE						
41-3357	Motor Pool	Transf from General Fund	65000		65000	down payment on new ambulance for 2025
		Total	65000			
FUND #41 - MOTOR POOL - EXPENSE						
41-4070	Motor Pool	Vehicle Purchase	65000		519275	down payment on new ambulance for 2025
		Total	65000			
FUND #47- 2000 WEST PROJECT - REVENUE						
47-3375	2000 W Project	Transf from Fund #38, Cap Improve	1501500		2901500	Most of UDOT agreement; 1000000 more in 23-24 budget
		Total	1501500			
FUND #47- 2000 WEST PROJECT -EXPENSE						
47-4073	2000 W Project	Improvements	1351500		2611730	Most of UDOT agreement; 1000000 more in 23-24 budget
47-4076	2000 W Project	Engineering	150000		290000	
		Total	1501500			
FUND #48- 1800 NORTH PROJECT - REVENUE						
48-3375	1800 N Project	Transf from Fund #38, Cap Improve	214000		214000	Engineering betterment agreement with UDOT
		Total	214000			
FUND #48- 1800 NORTH PROJECT - EXPENSE						
48-4076	1800 N Project	Engineering	214000		214000	Engineering betterment agreement with UDOT
		Total	214000			

RESOLUTION No. 07-23

A RESOLUTION AMENDING THE CITY BUDGET FOR ALL CITY FUNDS FOR FISCAL YEAR 2022-2023

WHEREAS, Clinton City has established the following funds: General Fund, Internal Service Fund, Enterprise Funds, Capital Projects Funds, Special Revenue and Projects Funds, RDA Fund, Special Sewer Service District 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 2022-2023, BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023.

Passed, adopted and ordered posted and recorded by the City Council of Clinton City, Utah, this the 14th day of March, 2023.

Brandon Stanger, Mayor

Attest:

Lisa Titensor, Recorder

Date Posted



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

**MAYOR
Brandon Stanger**

**CITY COUNCIL MEMBERS
Anna Stanton
Barbara Patterson
TJ Mitchell
Marie Dougherty
Gary Tyler**

Date of Meeting	SPECIAL WORKS SESSION February 27, 2023	Call to Order: 6:03 PM
City Council & Staff Present	<p>Mayor Stanger, Councilmember Dougherty, Councilmember Mitchell, Councilmember Patterson, Councilmember Stanton arrived at 6:15 pm, Councilmember Tyler</p> <p>City Manager Dennis Cluff, Community Development Director Peter Matson, Fire Chief David Olsen, Public Works Director David Williams, JUB Engineer Bryce Wilcox and Lisa Titensor recorded the minutes.</p>	
A. DISCUSSION ON ALLOWING COMMUNITY PANTRIES		
Petitioner	Mayor Stanger	
Discussion	<p>Mayor Stanger stated he has been approached by a few citizens who would like to establish a community pantry.</p> <p>He checked with a nearby city who has this program and they said it is working well in their community.</p> <p>Councilmember Mitchell expressed concern over rodents and the consistency of volunteers to maintain it.</p> <p>Councilmember Tyler expressed concern over the possibility of out of date food being distributed through the pantry.</p> <p>Councilmember Patterson expressed concern that it could be used for illegal activities such as drugs.</p> <p>Councilmember Dougherty said she is impressed that members of the community want to help; she would like to support the spirit of the project but also protect Clinton City.</p> <p>Councilmember Mitchell explained that a lot of the local schools also have food pantries.</p>	
B. UDOT 2000 WEST BETTERMENT AGREEMENT		
Petitioner	Dennis W. Cluff, Bryce Wilcox-JUB Engineers	
Discussion	<p>Engineer Bryce Wilcox reported the following on the 2000 West Project. The City Betterments are waterline replacement from 800 N to 1300 N, sewer laterals and connections, landscape enhancements and lighting enhancements. The estimated City cost for the water work is \$3,772,901 and the landscape/lighting enhancements are \$141,701, for a total of <u>\$3,914,602</u> for the City. Staff has budgeted \$1,400,000 in the current budget.</p>	

	<p>Approval has been received from Davis County to use \$1,000,000 of their ARPA funds for water line work. Initially it was for the 1300 North project, but since that project wasn't bid out as a federally funded project we cannot use the ARPA funds there, but we could use it on 2000 West if the City properly bids the water line out as a federally funded project and UDOT allows us to remove that water line work from their project. UDOT is concerned that if we use the ARPA funds as partial payment to them for UDOT doing all the water line work it would require the 2000 West project to comply with all the exacerbating federal requirements. We feel we can separate the water line project between 800 N and 1300 N from the UDOT project and oversee and bid out the construction ourselves, which will lower our anticipated cost to UDOT for Betterments by that same amount or more.</p> <p>Removal of \$1,000,000 of water line costs still leaves us with a remainder of about \$1,501,500 on the UDOT 2000 West Betterment costs. We will probably need to use additional funds from the Capital Improvements Fund.</p> <p>He reviewed the proposed contract attached to the staff report with the City Council.</p> <p>Mr. Cluff discussed the budget and stated the City has been saving in anticipation of upcoming projects such as this. There are still a lot of unknown factors.</p> <p>Public Works Director David Williams added a lot of pre-planning has also been done.</p> <p>Mr. Wilcox explained the proposed landscaping is for a 4 foot park strip with raised planter boxes 6" above the curb measuring 20' x 4' which will be planted with shrubs, irrigated and staggered and 40' apart. This is proposed for the commercial district only. As other areas develop this design can be incorporated.</p> <p>Mr. Williams said he is not overly concerned with snow removal or maintenance with this design. They are only 6" tall to avoid vehicle dangers.</p> <p>Councilmember Mitchell stated that maintenance needs to a huge consideration for these raised planter boxes as well as meeting code requirements.</p> <p>Mayor Stanger said he agrees there needs to be something aesthetically appealing.</p> <p>The consensus of the Council was to move forward with the beautification.</p>
--	--

C. UDOT 1800 NORTH BETTERMENT AGREEMENT

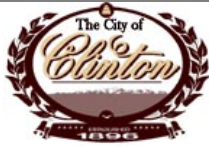
Petitioner	Dennis W. Cluff, Bryce Wilcox-JUB Engineers
Discussion	<p>Engineer Bryce Wilcox reported the following on the 1800 North (SR 37) development project. It has been under study for quite some time. Now that added funding is available, UDOT is pressing forward with it. After much discussion with City and UDOT staff and consultants, UDOT is ready to have the City's Culinary Water Betterment design prepared as part of the overall road design for the project. The estimated City cost for the added Water system design is estimated to be \$213,800. If we agree to have these Water Line Betterments, UDOT would bill us for work as it progresses in the future. 1800 N is another one of the projects we hoped to pay for out of the #38 Capital Improvements Fund.</p> <p>In addition an estimate of what the landscape and aesthetic betterments has been prepared by JUB and attached to the staff report. The estimate is based on the type of</p>

	<p>improvements that are included in the 2000 W proposed development depending on the extent of landscape improvements.</p> <p>Mr. Wilcox reviewed the design and UDOT Map outlining the project with the Council.</p> <p>He reviewed a specific area of proposed landscaping where homes will remain. He recommended that Clinton City remove the proposed \$300,000 landscaping for this specific area from the UDOT project to use somewhere else in the project and do that landscaping project ourselves in the future at a more reasonable cost.</p> <p>The Council discussed the street lighting options and landscaping options at length.</p> <p>They requested Mr. Wilcox provide some additional cost estimates for increasing the landscaping boxes along 1800 N.</p> <p>They agreed they would like to do some more research before making a final decision.</p> <p>The Council took a five minute break.</p> <p>At 8:20 p.m. the Council reconvened.</p> <p>Councilmember Dougherty stated she feels the street lights should be added along 1800 N and leave out the additional planter boxes at this time. She does not want to over extend the City’s budget for this project.</p> <p>Mayor Stanger and Councilmember Tyler said they would be in favor of spacing the planter boxes further apart.</p>
<p>D. FIRE AND POLICE BUILDINGS EXPANSION PROJECT</p>	
<p>Petitioner</p>	<p>Dennis W. Cluff, Bryce Wilcox-JUB Engineers</p>
<p>DISCUSSION</p>	<p>Mr. Wilcox reviewed the expansion plans with the City Council. The project is estimated at \$2.5 to \$3 million.</p> <p>The Council was in consensus to go out to bid for this project.</p>
<p>E. <u>WATER-WISE LANDSCAPE ORDINANCE</u> THE INTENT OF THIS DISCUSSION ITEM IS TO REVIEW THE MAIN REGULATORY ASPECTS OF THE PROPOSED ORDINANCE PRIOR TO PUBLIC REVIEW BY THE PLANNING COMMISSION AND COUNCIL</p>	
<p>Petitioner</p>	
<p>Discussion</p>	<p>Previous work meeting discussions yielded reasonable consensus regarding water-wise landscaping standards for <u>commercial properties</u> including:</p> <ul style="list-style-type: none"> ▸ No turf grass in park strips; ▸ 15% maximum turf grass allowed (front/rear buffers, parking lots, etc.); ▸ 50% minimum live plant coverage at mature growth; ▸ 50% maximum rockscape coverage; ▸ Drip irrigation required (except for turf grass areas); ▸ WaterSense irrigation controller required; and ▸ Landscape Architect stamp required on commercial landscape plans. <p>Water-wise landscaping standards discussed for <u>residential properties</u> include:</p> <ul style="list-style-type: none"> ▸ No turf grass in park strips; ▸ No concrete in park strips, except for on major (arterial/collector) streets; ▸ Drip irrigation required other than turf grass areas; ▸ 35% maximum turf grass on front and side yards or 7,500 sf max on entire lot; ▸ One-third minimum front/side yard coverage of live plant material, excluding trees, at mature growth (alternatively, 30 plants per 1,000 square feet).

	<p>Cities in the region approach water-wise ordinance amendments in various formats – supplemental standards applicable to all zones or integrated into various landscaping-referenced chapters. Weber Basin’s (WB) model code is structured as supplemental standards and offers a reasonable approach for consideration. The draft model code is attached to the staff report for reference and includes highlighted sections and notes addressing most of the discussion items. Staff continues to work on refining the draft and how best to integrate it into our existing code structure.</p> <p>The Council discussed this issue at length. They expressed a desire to make the best decision moving forward that would benefit both the residents and promote water conservation. They provided staff some direction for the update to landscaping ordinance.</p>
ADJOURNMENT	Councilmember Patterson moved to adjourn. Councilmember Stanton seconded the motion. Councilmembers Dougherty, Mitchell, Patterson, Stanton and Tyler voted in favor of the motion. The meeting adjourned at 10:05 pm.

Lisa Titensor, Clinton City Recorder

DRAFT



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

**MAYOR
Brandon Stanger**

**CITY COUNCIL MEMBERS
Anna Stanton
Barbara Patterson
TJ Mitchell
Marie Dougherty
Gary Tyler**

Date of Meeting	February 28, 2023	Call to Order: 7:00 PM
City Council & Staff Present	City Manager Dennis Cluff, Community Development Director Peter Matson, Fire Chief David Olsen, Public Works Director David Williams, Recreation Director Brooke Mitchell, Treasurer Steve Hubbard and Lisa Titensor recorded the minutes.	
Attendees	IT Specialist Dereck Bauer , Engineer Bryce Wilcox, Debbie & Devri Widmark, Sandy & Randy Markert, Aaron & Cynthia Price, Dave Powers, Spenser Gallegos, Hannah Klebe, Chris Klebe, Keaton Smith, Rich Brough, Dane Searle, Karen Kagie, Austin Terry, Shaun & Holly Smith, Dan Tyler, Connie Valentine Allen Labreque	
Invocation or Thought & Pledge of Allegiance	Councilmember Mitchell gave a prayer and led the pledge of allegiance.	
Roll Call & Attendance Of City Council	Councilmember Dougherty, Councilmember Mitchell, Councilmember Patterson, Councilmember Stanton and Councilmember Tyler	
Public Input	<p>Josiane Moody and Hannah Klebe presented the City Council with a PowerPoint requesting the City Council consider placing a Community Pantry/Blessing box – Take what you need/Leave what you can on City property.</p> <p>Austin Terry lives on the border of Clinton north of Cranefield Estates. He is concerned about a speeding problem on 4300 West.</p> <p>In regards to the Blessing Box, he expressed concern if it would encourage camping.</p>	
A. FIRE DEPARTMENT BADGE PINNING		
Petitioner	Dennis Cluff, Fire Chief David Olsen	
Discussion	<p>The following individuals have completed their probationary period for the Fire Department:</p> <p>Rich Brough – Fire Engineer/AEMT Brody Ward – Full-time Firefighter/AEMT Joel Crawmer – Part-time Firefighter/Paramedic Josh Child – Full-time Firefighter/Paramedic Anita Carr – Part-time Firefighter/AEMT Spenser Gallegos – Full-time Firefighter/AEMT</p> <p>Chief Olsen stated these are highly skilled and great individuals. They are an asset to Clinton City.</p> <p>He swore in the Firefighters and invited their loved ones to participate in a pinning ceremony.</p>	

B. RECOGNITION OF NEW CERT MEMBERS	
Petitioner	Dennis Cluff
Discussion	<p>The new Members of the Clinton Community Emergency Response Team (CERT) are:</p> <p>Cynthia Price Brian Downard Janet Lewis Jamie Adelsgruber</p> <p>The Council expressed their congratulations and appreciation for these individuals being willing to serve and welcomed them to the CERT organization.</p> <p>CERT Coordinator Connie Valentine expressed appreciation for City support and CERT Member support.</p>
C. UDOT 1800 NORTH DESIGN OF CULINARY WATER BETTERMENT AGREEMENT	
Petitioner	Dennis W. Cluff, Bryce Wilcox-JUB Engineers
Discussion	<p>The 1800 North (SR 37) development project has been under study for quite some time. Now that added funding is available, UDOT is moving forward with it. After much discussion with City and UDOT staff and consultants, UDOT is ready to have the City’s Culinary Water Betterment design prepared as part of the overall road design for the project. The estimated City cost for the added Water system design is estimated to be \$213,800. If we agree to have these Water Line Betterments, UDOT would bill us for work as it progresses rather than all at once. 1800 N is another one of the projects we hope to pay for out of the #38 Capital Improvements Fund.</p> <p>The project will take place from ___ to ___</p> <p>When complete, the concrete roadway will be 9” deep and this is why the waterline needs to be moved. It will also be a 5 lane highway.</p>
CONCLUSION	<i>Councilmember Mitchell moved to approve the UDOT 1800 North Culinary Water Design Betterment Agreement. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye; Councilmember Stanton, aye, Councilmember Tyler, aye.</i>
D. UDOT 2000 WEST BETTERMENT AGREEMENT	
Petitioner	Dennis W. Cluff, Bryce Wilcox-JUB Engineers
DISCUSSION	<p>The City Betterments are waterline replacement from 800 N to 1300 N, sewer laterals and connections, landscape enhancements and lighting enhancements. The estimated City cost for the water work is \$3,772,901 and the landscape/lighting enhancements are \$141,701, for a total of <u>\$3,914,602</u> for the City. There is currently \$1,400,000 budget for FY 2022-23.</p> <p>Approval to use \$1,000,000 of ARPA funds for water line work has been received by Davis County. Initially it was for the 1300 North project, but since the project was not bid out as a federally funded project ARPA funds cannot be used, but the ARPA funds can be used on 2000 West if the City properly bids the water line out as a federally funded project and UDOT allows us to remove that water line work from their project. UDOT is concerned that if we use the ARPA funds as partial payment to them for UDOT doing all the water line work it would require the</p>

	<p>2000 West project to comply with all the exacerbating federal requirements. Staff feels the water line project between 800 N and 1300 N can be separated from the UDOT project and oversee and bid out the construction ourselves, which will lower our anticipated cost to UDOT for Betterments by that same amount or more.</p> <p>Removal of \$1,000,000 of water line costs still leaves a remainder of about \$1,501,500 on the UDOT 2000 West Betterment costs. Additional funds from the Capital Improvements Fund will likely be necessary.</p> <p>This will be a five line highway from 800 N to Lowes. The older pipe needs to be moved and will be relocated to the east under the sidewalk.</p> <p>UDOT is ready to advertise the bid. The project will take approximately 2 years to complete. Once bids are received there is a possibility these costs could change.</p> <p>Councilmember Dougherty stated she is impressed with staff to have the forethought to save these funds for these projects. Also she thanked Mr. Wilcox for going out for grants and other funding options. She is in favor of moving forward with the plan as presented.</p> <p>Councilmember Stanton expressed appreciation for the quick work in providing these numbers for the projects. She is in favor of moving forward with the plan as presented.</p> <p>Mayor Stanger expressed concern about light pollution and said he would be in favor of cutting down on the number of light poles included in the proposed plan.</p> <p>He feels that the planter boxes should be reduced by half of what is being proposed.</p> <p>Councilmember Stanton appreciates the concern for light pollution but feels that the current plan provides more safety for the community.</p> <p>Councilmember Dougherty stated that Public Works has presented dark sky compliant lighting to help offset light pollution. With using led lights, the cost is reasonable. She agrees safety is a factor. The walking path will also be safer with more lights. She feels the number of planter boxes is appropriate based on the advice of a professional landscape architect</p> <p>Councilmember Mitchell commented the cobra lights used by UDOT light the road. The street lights light other areas. He feels this is a good combination and is in support of the current light proposal. He is also agreeable to the landscaping as it is being proposed.</p> <p>Councilmember Tyler agrees the lights should be installed as presented. The provide appeal and safety. He would like to complete the planter boxes throughout the project and on 1800 N but realizes the cost is too extensive. He would like to keep the plan as proposed for now in current commercial areas not in residential.</p> <p>Councilmember Patterson agreed she likes the lights and landscaping as proposed.</p>
<p>CONCLUSION</p>	<p><i>Councilmember Stanton moved approve the UDOT 2000 W Utility and Landscaping Betterment Agreement. Councilmember Dougherty seconded the motion. Voting by roll call is as follows: Councilmember Dougherty, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye; Councilmember Stanton, aye, Councilmember Tyler, aye.</i></p>

Approval of Minutes	<i>Councilmember Patterson moved to approve the minutes of the February 14, 2023 City Council Meeting. Councilmember Tyler seconded the motion. Councilmembers' Dougherty, Mitchell, Patterson, Stanton and Tyler voted in favor of the motion.</i>
Accounts Payable	<i>Councilmember Stanton moved to authorize the payments. Councilmember Tyler seconded the motion. Councilmembers' Dougherty, Mitchell, Patterson, Stanton and Tyler voted in favor of the motion.</i>
Planning Commission Report	<ul style="list-style-type: none"> The Planning Commission met on February 21, 2023. Dan Evans will serve as the Planning Commission Chair for 2023.
City Manager	<ul style="list-style-type: none"> Daylight Savings starts March 12, 2023
Staff reports	<ul style="list-style-type: none"> Recreation Director Brooke Mitchell reported basketball has just finished up. Soccer will begin in March. Heritage Days plans are in order She suggested a Blessing Box at the Community Center might not be a good idea due to the constant rentals that take place.
Councilmember Dougherty	<ul style="list-style-type: none"> Provided a Legislative Update and reported it ends on Friday, March 3, 2023 HB 538 – water restriction October through April SB 295 – dedicated infrastructure districts COG homeless SB 174 – land use HB 406 – changes the rules for annexation – definition of rural real property and adds a provision that a boundary commission can consider the opinion of landowners 32 ft residential foot maximum 25 mph speed limit – regulates landscaping bonds HB 272 – public land 20% turf grass March 16, Arts Board – Photo class for cell phone photos Communities That Care – parenting techniques needs to be better publicized; it offers valuable support for parents.
Councilmember Patterson	<ul style="list-style-type: none"> Nothing at this time.
Councilmember Mitchell	<ul style="list-style-type: none"> Will attend the RAB meeting in March
Councilmember Stanton	<ul style="list-style-type: none"> Youth Council Leadership is in March at Utah State University. Sewer District improvements of ongoing
Councilmember Tyler	<ul style="list-style-type: none"> Nothing at this time.
Mayor Stanger	<ul style="list-style-type: none"> Thanked everyone for their hard work.
ADJOURNMENT	Councilmember Patterson moved to adjourn. Councilmember Mitchell seconded the motion. Councilmembers Dougherty, Mitchell, Patterson, Stanton and Tyler voted in favor of the motion. The meeting adjourned at 8:07 pm.

 Lisa Titensor, Clinton City Recorder