



**CLINTON CITY COUNCIL MINUTES  
7:00 PM CLINTON CITY HALL  
2267 North 1500 W Clinton UT 84015**

**MAYOR**  
*L. Mitch Adams*

**CITY COUNCIL MEMBERS**

*Anna Stanton  
Karen Peterson  
Mike Petersen  
Barbara Patterson  
TJ Mitchell*

<b>Date of Meeting: October 9, 2018</b>		<b>Call to Order: 7:00 p.m.</b>
<b>Staff Present</b>	City Manager Dennis Cluff, Public Works Director Mike Child, Police Chief Bill Chilson, Officer Jared Jensen, Sergeant Shawn Stoker, Fire Chief Dave Olsen, Amy Visser, Engineer Bryce Wilcox, Steve Hubbard, Gwen Hansen, and Lisa Titensor recorded the minutes.	
	Mr. Cluff identified that Mayor Adams and Mayor Pro Tem Stanton have asked to be excused from the meeting. He asked for the Councilmember's present to elect a Mayor Pro Tem to conduct the meeting.  Councilmember Mitchell moved to appoint Councilmember K. Peterson as Mayor Pro Tem for the October 9, 2018 City Council Meeting. Councilmember Patterson seconded the motion. Councilmember's Patterson, Mitchell and M. Petersen voted in favor of the motion.	
<b>Public Present</b>	Dereck Bauer, Rob Elgren, Dillon Kale, Isaac Smith, Julie Chilson, Ranae Stoker, Jay Flinders, Ryan P. Smith, Stockton L. Perry, Gage Cammack, Joshua, Jonclare B.,	
<b>Roll Call &amp; Attendance</b>	Present were: Councilmember Mitchell, Councilmember K. Peterson, Councilmember Patterson and Councilmember M. Petersen.  Excused were: Mayor L. Mitch Adams and Councilmember Stanton	
<b>Pledge of Allegiance</b>	Dillon Kale , Troop 289	
<b>Prayer or Thought</b>	Isaac Smith, Troop 289	
<b>Public Input</b>	Angela Armstrong informed the Council they are invited to attend the Children's Justice Center Fall Gala fundraiser. She explained the proceeds from the fundraiser go toward increasing assistance to abused children and families.	
<b>A. EMPLOYEE OF THE MONTH FOR SEPTEMBER 2018 – LEITENANT SHAWN STOKER</b>		
<b>Petitioner</b>	Dennis Cluff, Police Chief Chilson	
<b>Discussion</b>	<p>Chief Chilson explained he has selected Lt. Shawn Stoker as the employee of the month for September. Shawn is an outstanding employee with a plethora of knowledge. He is well liked by all police employees and Clinton City staff. He does all aspects of his job with perseverance and professionalism. Chief Chilson said that when he is not available, Shawn keeps the department in tip top shape and running smooth. He holds a weekly sergeants' meeting to make sure safety issues are addressed and to make sure the policies and procedures of the police department and City are followed.</p> <p>Shawn has been very instrumental in getting the new Lexipol policies and procedures into place. Shawn is also responsible for handling evidence that is placed into the evidence lockers. In addition, he manages the drug drop off box in the lobby of the police department. This job entails emptying the drop box 2-3 times a week. One of Shawn's more time consuming jobs is making copies of our body cam videos and vehicle cam video's for attorney requests for the courts.</p> <p>Chief Chilson stated Shawn stays on top of issues that arise in the City and never hesitates to contact him day or night when incidents occur that require the Chief's attention. He is grateful to Lt Stoker for always going above and beyond what is required.</p> <p>Lt. Stoker stated he appreciates the support he has from those in the police department, other City staff, management and the City Council.</p> <p>Councilmember K. Peterson stated the City Council is grateful for the service Sergeant Stoker</p>	

	and the other police and fire personnel provide the community. He was presented with an award and a gift card.
<b>B. DEPARTMENT HEAD OF THE THIRD QUARTER 2018 – CHIEF BILL CHILSON</b>	
<b>Petitioner</b>	Dennis Cluff
<b>Discussion</b>	<p>Mr. Cluff reported Chief Bill Chilson has been the Clinton Chief of Police since 1992 and a police officer with Clinton City since August 1984, over 34 years. Bill enjoys his work, and it shows in his daily activity. He sets a great example for his Police Officers in doing traffic enforcement and in working with the public. His years of experience are of great value in his management of his Police Officers, dealing with the public and overseeing the day to day emergencies that arise.</p> <p>Bill is a great team player and thrives on helping and assisting others. He is an excellent employee and an important member of the leadership team. Bill has a positive, helpful attitude and leads his department with fairness and concern for his staff. He has earned the respect of his staff and the general public over the years. Mr. Cluff said he is grateful to have Bill’s help in administering justice in the City and to have him on the management team.</p> <p>Chief Chilson expressed appreciation to the staff, administration and City Council for their support.</p> <p>Councilmember K. Peterson expressed appreciation for Bill’s service and presented him with a certificate and gift card in recognition.</p>
<b>C. EMPLOYEE SERVICE AWARDS FOR THE THIRD QUARTER OF 2018</b>	
<b>Petitioner</b>	Dennis Cluff
<b>Discussion</b>	<p>Mr. Cluff explained that for this past Quarter there are five employee eligible for Service Awards:</p> <p>Kevin Sorensen - Public Works      10 years  Gwen Hansen – Treasurers Office    5 years  Jared Jensen – Police                    5 years  Amy Visser – Fire                         5 years  Bruce Logan – Recreation               5 years</p> <p>The City appreciates the time, effort and great attitude these employees have put forth all these years.</p> <p>Councilmember K. Peterson expressed appreciation for the great staff in Clinton City and presented those employees in attendance with their service awards.</p>
<b>D. DEVELOPMENT AGREEMENT FOR WEST FAIRFIELD SUBDIVISION PHASE 3</b>	
<b>Petitioner</b>	Dennis Cluff
<b>Discussion</b>	<p>Mr. Cluff explained this Development Agreement has three items that are site specific to Phase #3 which are outside of the normal “meet and follow all City laws, specs, etc...” The first is assigning of the section of street easement the Hamblin’s have acquired from Rocky Mountain Power. The second is the establishment of “landscaped Open Space” on the south side of the street from the curb to the West Point City limits. The third item is the establishment of an HOA for this Phase #3 to perpetually maintain and re-establish when necessary the “Open Space” listed in #2.</p> <p>Mr. Cluff stated that he; the City Attorney and City Engineer have all reviewed and modified this Agreement into its present form.</p> <p>Recitals:</p> <p>A. Developer owns and is requesting 3.7 acres of land located within Clinton City to be developed as a Residential Subdivision, which property is more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”).</p> <p>B. Developer’s Project shall be known as West Fairfield Estates Subdivision Phase 333, (the “Project”) within the Patio Home Zone (PH) of the City, which project is more</p>

particularly shown on the proposed preliminary plat attached hereto as Exhibit "B" and by this reference made a part hereof (the "Plat").

C. The Project has an "Open Space" landscaped area to buffer 560 North from subdivisions in West Point City.

D. The Project will construct a roadway on the Rocky Mountain Power Corridor.

E. Developer has submitted and received preliminary approval of the Plat for the Project.

F. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with City's laws, rules and ordinances (collectively the "City's Laws"), except to the extent specific variances have been granted and the provisions set forth in this Agreement. This Agreement may modify certain City's Laws requirements for development of the Property and the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, 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. Vacant Property. Developer shall maintain any vacant ground within the Project 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 owned by the City and portions where development and construction are actively being pursued by Developer or any agents, contractors, employees, successors or assigns of Developer, 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.

3. Development Plan. Developer shall develop the Project on the Property as described on the approved Final Plat (the "Development Plan") and this Agreement, notwithstanding anything to the contrary in City's Laws or otherwise.

4. Plats and Site Plans. A subdivision plat for the Project will be required for final approval by City ("Final Plat Approval"). The Project, after receiving Final Plat Approval, must be developed in strict accordance with the approved final plat. Once approval has been granted for the final plat no amendments or modifications to the final plat shall be made by Developer without the written approval of City being first obtained. Nothing contained herein shall be construed as granting Final Plat Approval to Developer for any portion of the Project.

5. Changes to this Agreement. The City must approve any change proposed for the Development Plan and said amendments or changes shall be recorded similar to this Agreement before becoming effective. 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.

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

a. Full compliance with City Laws and Development Standards: The Project and all portions thereof shall be developed in accordance with City's Laws, this Agreement, the Development Plan, the approved Plat, required final plats and site plans.

b. Zoning: The property is zoned Patio Home Zone (PH) and all requirements of the zone apply to this development except items specifically altered by this Agreement.

c. Final Plat: Developer shall prepare and submit to City Developer's application for Final Plat Approval for the Project thereof within the time limits provided for in City's Laws. The final plat for the Project shall be reviewed by City planning staff, Planning Commission and City Council as provided by City's Laws. Following Final Plat Approval and upon completion of the plat improvements or escrow agreements for these plat improvements, the

final plat for the Project 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.

d. Subdivision Escrow Agreement, Subdivision Improvement Agreement: Developer shall create, establish, and enter into a Subdivision Escrow Agreement and Subdivision Improvement Agreement with City for the entire subdivision in accordance with City Laws.

e. 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 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, the terms of this Agreement and requirements. 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.

f. 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 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.

g. Conditions, Covenants and Restrictions:  
 Prior to the recording the final plat for the Project or any portion thereof, Developer shall prepare and submit to City for review and approval conditions, covenants and restrictions to provide standards equal to or greater than those outlined in this Agreement and to include but not be limited to the following:

- (1) No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the City.
- (2) The establishment of a Project wide Home Owners Association bylaws and responsibilities requiring future maintenance and continuation of the approved Open Space.

h. Open Space: The Open Space identified on the Final plat shall be landscaped by the Developer, per a landscape plan submitted to and approved by the City. Maintenance of the landscape shall be the responsibility of the Developer until the completion of the Project and the creation of a Project wide Homeowners Association which shall then be responsible for the perpetual maintenance and replacement of the landscaping and open space pursuant to the approved landscape plan.

j. Rocky Mountain Power Corridor: A portion of the roadway of the project is located on the Rocky Mountain Power Corridor. The Developer shall be responsible to obtain and pay for any permits and agreements for the road to be constructed per the Final Plat. The Developer shall assign to the City the right-of-way easement from Rocky Mountain Power for the street improvements as part of the recording of the Final Plat.

7. City Obligations: Subject to Developer complying with all of City’s Laws and the provisions of this Agreement, City agrees to approve the final plat and to maintain the public

	<p>improvements/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.</p> <p>8. Attorney’s 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 attorney’s fees.</p> <p>9. Termination: Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) 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. City may 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 all necessary 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.</p> <p>10. 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.</p> <p>Jason Hamblin stated this property has been rezoned to the patio home zone. The open space will be a buffer. Vegetation will be planted to prevent headlights from shining into homes. The buffer zone is 17.77 sq. ft. The full acreage is .227 acres.</p>
<b>CONCLUSION</b>	<p><b>Councilmember Mitchell moved to approve the Development Agreement for West Fairfield Subdivision Phase #3. Councilmember M. Petersen seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, aye; Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember M. Petersen, aye.</b></p>
<p><b><u>E. CHANGE ORDER FOR THURGOOD EXCAVATING – RIGHT HAND TURN LANE FOR SOUTHEAST CORNER OF 3000 W / 1800 N INTERSECTION</u></b></p>	
<b>Petitioner</b>	<p>Dennis Cluff, Engineer Bryce Wilcox</p>
<b>Discussion</b>	<p>Mr. Child explained The 3000 West project has been completed and closed out. After the completion of the project, UDOT asked Clinton City to construct right turn lanes on 3000 West. The property was acquired on the north leg and Thurgood Excavating constructed the north turn lane as a Change Order to the 630 West Waterline Project. Clinton City has now acquired the property for the turn lane on the south leg of the intersection. Thurgood Excavating has submitted a price to construct this turn lane. This would also be a change order to their 630 West project. We have reviewed the price and it is fair for the work to be completed. Thurgood Excavating is familiar with the site and has done good work on the north leg turn lane.</p> <p>Funding for the south turn lane is not in the current budget. The turn lanes would be eligible for Transportation Impact fees. Funding could also come from the streets budget. UDOT has stated that they will reimburse the city for the cost of the improvements within the UDOT right of way. The cost is \$72,569.34.</p> <p>Mr. Cluff clarified there will be a budget amendment for these funds after the audit is complete.</p> <p>Jay Flinders asked if the existing storm drain pipe will be dug out and replaced.</p> <p>Mr. Wilcox responded the pipe will be dug out of the road way back to the where the concrete pipe is.</p> <p>Mr. Flinders asked who will replace the fence.</p>

	<p>Mr. Wilcox replied the City will contract with a fence contractor.</p> <p>Councilmember K. Peterson expressed concern that UDOT’s portion of the project is delayed.</p> <p>Mr. Wilcox explained UDOT has a policy in place that they cannot proceed without the right of way signed off on a project. Because of the issues the City had on the right of way on this intersection, UDOT had no option but to postpone; now the right of way is resolved, they are trying to streamline the process but it could take up to four months.</p> <p>In addition, Rocky Mountain Power needs to move a power pole before the street can be paved.</p> <p>Mike Child clarified UDOT has been working with staff to try to keep this project on track as best as possible. Also, the power pole should be moved on October 18.</p> <p>Mr. Cluff added that staff has been in communication with West Clinton Elementary about this issue and unfortunate delay.</p> <p>Jay Flinders then asked if the corner could be rounded off to allow for right hand turns off 3000 West.</p> <p>Mr. Child responded the street will be paved once the power pole is removed.</p>
<b>CONCLUSION</b>	<p><b>Councilmember Patterson moved to approve the Change Order to the Thurgood Excavating contract for \$72,569.34. Councilmember Mitchell seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, aye; Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember M. Petersen, aye.</b></p>
<b>Approval of Minutes</b>	<p><b>Councilmember M. Petersen moved to approve the minutes of the September 11, 2018 City Council meeting; the September 11, 2018 Closed City Council meeting and the September 20, 2018 Special City Council meeting. Councilmember Patterson seconded the motion. Councilmember’s Patterson, Mitchell, K. Peterson and M. Petersen voted in favor.</b></p>
<b>Accounts Payable</b>	<p><b>Councilmember M. Petersen moved to pay the bills. Councilmember Mitchell seconded the motion. Councilmember’s Patterson, Mitchell, K. Peterson and M. Petersen voted in favor of the motion.</b></p>
<b>Planning Commission Report</b>	<p>Staff reported on the October 2, 2018 Planning Commission meeting as recorded in the minutes.</p>
<b>City Manager</b>	<ul style="list-style-type: none"> <li>• Received the Perpetual Easement Agreement for Powerline Park from Rocky Mountain Power</li> <li>• Fall Clean up is Saturday, October 27.</li> <li>• Flu shots are available on October 7.</li> </ul>
<b>Mayor Adams</b>	<ul style="list-style-type: none"> <li>• Excused</li> </ul>
<b>Councilmember Patterson</b>	<ul style="list-style-type: none"> <li>• A presentation from the Parks Board for disc golf will be forthcoming.</li> <li>• The Parks Board will meet on October 24 at 7 p.m.</li> <li>• The Children’s Justice Center Fall Ball fundraiser will be in November.</li> </ul>
<b>Councilmember K. Peterson</b>	<ul style="list-style-type: none"> <li>• The Arts Board is sponsoring Cowboy Poetry on October 12.</li> <li>• The annual Pumpkin Walk will be October 26.</li> <li>• The Fire Department did a great job with their Open House.</li> </ul>
<b>Councilmember M. Petersen</b>	<ul style="list-style-type: none"> <li>• Asked staff to look into something dumped on the road at the corner of 1300 N 1500 W.</li> <li>• Expressed appreciation to Mike Child and the Public Works Department for their good work at checking out the sprinkling system at Powerline Park._____</li> </ul>
<b>Councilmember Stanton</b>	<ul style="list-style-type: none"> <li>• Excused</li> </ul>
<b>Councilmember Mitchell</b>	<ul style="list-style-type: none"> <li>• Nothing at this time.</li> </ul>
<b>Mike Child / Bryce Wilcox</b>	<ul style="list-style-type: none"> <li>• The pipeline was bored underneath the highway in Sunset for the new Waterline update.</li> <li>• The cost for the connection to Weber Basin increased however two flanges were located where they are needed which saved approximately \$7,000 and brought the</li> </ul>

	<p>cost back down to what was anticipated; the project should be complete on October 10.</p>
<p><b>ADJOURN</b></p>	<p><b>Councilmember M. Petersen moved to adjourn. Councilmember Patterson seconded the motion. Councilmember’s Patterson, Mitchell, K. Peterson, and M. Petersen voted in favor of the motion. The meeting adjourned at 7:50 p.m.</b></p>
<p><u><b>ACTION ITEMS</b></u></p>	<ul style="list-style-type: none"> <li>• Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016) – Planning Commission Review</li> <li>• Bring back Chapter 4 of the Subdivision Ordinance regarding allowing a letter of credit for escrow and researching what surrounding jurisdictions allow (26-4-8). 6g(January 2017) Planning Commission Review</li> <li>• Update Ordinance to eliminate pressurized sewer lines in the Clinton City streets on new residential development (January 2018).</li> <li>• Create a facilities maintenance plan before the next budget cycle in FY 19-20 (May 2018).</li> </ul>

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**Dennis W. Cluff, Clinton City Recorder**