



CLINTON CITY COUNCIL SPECIAL MEETING AGENDA

2267 N 1500 W Clinton, UT 84015

The Clinton City Council will hold a special meeting at 5:00 p.m. on Thursday, September 17, 2020. Due to the current COVID-19 pandemic, this meeting will be held electronically. The public may participate with the open portions of the meeting by following the instructions listed below.

**DETERMINATION BY THE CHAIR OF THE CITY COUNCIL
CONCERNING AN ANCHOR LOCATION**

Pursuant to UTAH CODE ANN. 52-4-207(4), I, L. Mitch Adams, the mayor of Clinton City and chair of the City Council, hereby determine that due to the state of emergency caused by COVID-19, a global pandemic, I find that conducting a meeting at an anchor location under the current state of public health emergency constitutes a substantial risk to the health and safety of those who may be present in the location. Effective as of August 26, 2020.

Mayor L. Mitch Adams

September 17, 2020

<https://us02web.zoom.us/j/89900963006>

OR

By phone and dial

+1 253 215 8782 US

+1 346 248 7799 US

Meeting ID: 899 0096 3006

Mayor

L. Mitch Adams

City Council

TJ Mitchell

Barbara Patterson

Mike Petersen

Karen Peterson

Anna Stanton

I. SPECIAL SESSION – 5:00 P.M.

1. Call to Order
2. Roll Call

II. PUBLIC INPUT

1. Requests and Communications from the Audience.

Any public member desiring to address the Council shall, prior to the meeting, send an email request to the Clerk of the Council at ltitensor@clintoncity.com or call 801-614-0720. They will be allowed up to three minutes to make their presentation. (The Council cannot take action on items not advertised according to the Utah State Code.)

III. BUSINESS

- A.** Reconsideration of Resol 16-20 Item from September 8, 2020 meeting.
- B. Resolution 16-20.** Interlocal Cooperative Agreement with Davis County for Placement of Permanent Outdoor Ballot Collection Box

IV. OTHER BUSINESS

- a. Approval of Minutes: September 8, 2020 CC Meeting

V. ADJOURN

Dennis W. Cluff

DENNIS W. CLUFF, CITY RECORDER

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 16-20, Interlocal Cooperative Agreement with Davis County for Placement of Permanent Outdoor Ballot Collection Box	AGENDA ITEM: A
PETITIONER: Dennis Cluff	MEETING DATE: September 17, 2020
RECOMMENDATION: The Council adopt Resolution 16-20 approving an Interlocal Cooperative Agreement with Davis County for Placement of Permanent Outdoor Ballot Collection Box	ROLL CALL VOTE: YES
FISCAL IMPACT:	
BACKGROUND: Davis County Elections is seeking to place a permanent outdoor election box at every city main election polling location. Clinton's is the Community Center in the Recreation Building. The Ballot Collection Box will be located on the northern planter island in the parking lot.	
ATTACHMENTS: Resolution 16-20, Agreement	

**INTERLOCAL COOPERATION AGREEMENT
FOR PLACEMENT OF BALLOT DROP BOX**

THIS AGREEMENT ("Agreement") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah ("County"), and CLINTON CITY ("City"), a municipal corporation of the State of Utah . County and City may also be referred to collectively in this Agreement as the "Parties."

RECITALS

A. County and City are public agencies, as defined by the *Utah Interlocal Cooperation Act*, Utah Code Ann. § 11-13-101 *et seq.* (the "Act"), authorized by the Act to enter into this Agreement;

B. The Davis County Clerk/Auditor, administers state and federal elections, and regularly assists cities within the County to administer local elections;

C. The Clerk/Auditor, as the County election officer, may designate ballot drop boxes within the County pursuant to UCA §20A-5-403.5;

D. The Parties desire to enter into this Agreement for their mutual benefit and for the further benefit of placing a ballot drop box within the City to be utilized in federal, state, and local elections.

NOW, THEREFORE, the Parties agree as follows:

1. **Ballot Drop Box.** City agrees to allow the County to place a permanent ballot drop box at a mutually agreed upon location, as set forth in Exhibit A herein. City, through this Agreement, hereby authorizes County ingress and egress to the ballot drop box, as necessary for the administration of the elections at the discretion of the County.

2. **Obligations of County.** County shall be solely responsible for maintaining the ballot drop box and all costs associated with upkeep and repairs to the ballot drop box.

3. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement.

4. **Property Acquisition.** There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

5. **Effective Date of Agreement.** The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):

A. This Agreement is approved by the legislative body of County through, if necessary, a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

B. This Agreement is approved by the legislative body of City through, if necessary a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

C. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

D. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;

E. This Agreement is filed with the keeper of records for County; and

F. This Agreement is filed with the keeper of records for City.

6. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warranties, promises of indemnification, guarantees, or as otherwise expressly set forth herein, automatically terminate 50 calendar years after the Effective Date of this Agreement (the “Term”), unless terminated earlier pursuant to the terms and/or provisions of this Agreement. Either party may terminate this Agreement, with or without cause, upon giving 90 days written notice to the other party.

7. Review by Authorized Attorney. In accordance with the provisions of the Act (specifically Utah Code Ann. § 11-13-202.5(3), as amended), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this Agreement may take effect.

8. Governmental Approval, Execution and Resolution. This Agreement is conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including, but not limited to, the adoption of resolutions of approval, but only if such resolutions are required by the Act of the legislative bodies of the Parties.

9. Record of Agreement. Executed duplicate copies of this Agreement shall be filed with the keeper of records of each of the Parties.

10. Relief of Obligation. This Agreement does not in any way relieve either party, as a public agency, of any obligation, duty or responsibility imposed upon it by law.

11. Indemnification and Hold Harmless.

A. County agrees to indemnify, defend and hold City and its officers, employees, agents and representatives harmless from and against any and all losses, liabilities, expenses, claims, cost, suits and damages, including attorney’s fee, arising out of any negligence of County and its officers, agents or employees related to the performance of this Agreement; and

B. City agrees to indemnify, defend and hold County and its officers, employees, agents and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney’s fees, arising

out of any negligence of City and its officers, agents or employees related to the performance of this Agreement.

12. Governmental Immunity Act. Because both Parties are governmental entities under the *Government Immunity Act of Utah* (Utah Code Ann. § Section 63G-7-101, *et seq.*, as amended), each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employee or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

13. Other Agreements. This Agreement does not abrogate or supersede any existing agreement between the Parties unless specifically so provided in this Agreement and except to the extent that the provisions of this Agreement are in conflict with the provisions of any such existing agreement.

14. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement represents the entire understanding between the Parties with respect to the subject matter herein, and there are no written or oral agreements between them which are not set forth herein. Neither this Agreement nor any provisions hereof may be changed, discharged or terminated verbally, and may be modified or amended only by an instrument in writing, signed by the Parties.

15. Governing of Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other party arising out of this Agreement. If either party brings any Proceedings against the other party arising out of this Agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

16. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully able to execute this Agreement on behalf of the Parties.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the privileges granted herein may be assigned without the prior written consent of the Parties.

18. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

19. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date stated above.

DAVIS COUNTY

Lorene M. Kamalu, Chair
Davis County Board of County Commissioners

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

The undersigned, being an authorized attorney for Davis County, reviewed this Agreement and found it to be in proper form and compliance with applicable law.

Davis County Attorney

CLINTON CITY

Mayor

ATTEST:

Clinton City Recorder

The undersigned, being an authorized attorney for City, reviewed this Agreement and found it to be in proper form and compliance with applicable law.

City Attorney

Exhibit A

The ballot drop box will be located in the island on the north end of the parking lot of the recreation administration building, in the center of the island facing north.



RESOLUTION NO. 16-20

A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS COUNTY FOR PLACEMENT OF OUTDOORS BALLOT BOX IN RECREATION FACILITY PARKING AREA

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

Whereas, Clinton City regularly contracts with Davis County for Election Services;

Whereas, Clinton City and Davis County utilize the Clinton Community Center in the Recreation Building as the local main base for Election Day activities ; and,

Whereas, the County wishes to promote easier election balloting with a local outdoor ballot collection box located near the Clinton main base for elections; and,

Whereas, the City wishes to continue using the County election management services.

NOW, THEREFORE, the Clinton City Council hereby resolves that the Interlocal Cooperation Agreement with Davis County for the placement of an outdoor permanent election ballot box, attached hereto, is hereby approved; and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

Introduced and Passed this the 17th day of September, 2020

Attest:

Clinton City
Municipal Corporation

Dennis W. Cluff, City Recorder

Mayor L. Mitch Adams

Posted: _____



**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**

*This meeting was conducted electronically
Mayor Adams read the following statement:*

**DETERMINATION BY THE CHAIR OF THE CITY COUNCIL
CONCERNING AN ANCHOR LOCATION**

Pursuant to UTAH CODE ANN. 52-4-207(4), I, L. Mitch Adams, the mayor of Clinton City and chair of the City Council, hereby determine that due to the state of emergency caused by COVID-19, a global pandemic, I find that conducting a meeting at an anchor location under the current state of public health emergency constitutes a substantial risk to the health and safety of those who may be present in the location. Effective as of August 26, 2020.

Date of Meeting	September 8, 2020	7:00 PM	Called to Order: 7:00 p.m.
Staff Present	City Manager Dennis Cluff, Community Development Director Valerie Claussen, Public Works Director Dave Williams, Parks Director Zac Martinez, JUB Engineer Bryce Wilcox and Lisa Titensor recorded the minutes.		
Citizens Present	Celeste Joynt, Dereck Bauer, Mike Powers		
Roll Call & Attendance	Mayor Adams, Councilmember Anna Stanton, Councilmember Karen Peterson, Councilmember TJ Mitchell, Councilmember Mike Petersen, Councilmember Barbara Patterson Councilmember Anna Stanton was excused at 8:30 p.m.		
Public Input	There was no public input.		

A. EMPLOYEE OF THE MONTH FOR AUGUST 2020 – COREY RICHINS, PUBLIC WORKS

Petitioner	Dennis Cluff, Dave Williams
Discussion	<p>Public Works Director Dave Williams reported Corey Richens has worked for Clinton City for over 18 years. He is well liked and adds a lot of excitement to Public Works. He has worked in many different Divisions in the Department. In 2015 when the City experienced its first cross connection, Corey was called up to oversee the backflow installation program for the City and has done an excellent job. He has become an expert in this field getting a certification as a backflow specialist and investigates potential backflow issues. He is not afraid to ask for help when he needs it and follows through to accomplish his tasks. He is responsible for some very important tasks in operating the water system:</p> <ol style="list-style-type: none"> 1- Operates, monitors and repairs the chlorine injectors taking residual samples almost daily making sure the system stays at the desired level; 2- Takes bacterial water samples weekly and many other samples as required;

	<p>3- Tracks backflow devices and testing of them at businesses;</p> <p>4- Instrumental in the installation of dual checks at each home in the city. We started with needing over 1800 and are now down to 74. He also oversees that the installed ones are serviced regularly;</p> <p>5- Works on the water system. With Corey’s help we are now doing a lot more of preventive maintenance: replacing water mains, hydrants, service saddles and pump house improvements.</p> <p>Public Works is fortunate to have Cory working in our Water Division and he is doing a great job!</p> <p>Cory stated he appreciates this recognition and enjoys working in Public Works especially under the supervision of Public Works Director Dave Williams.</p> <p>Mayor Adams expressed appreciation for Cory’s efforts and congratulated him for his good work. He was presented with an award in recognition.</p>
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B. PUBLIC HEARING, RESOLUTION 14-20 - BUDGET AMENDMENT – CARES ACT ACCOUNT

<p>Petitioner</p>	<p>Dennis Cluff</p>
<p>Discussion</p>	<p>Mr. Cluff explained this budget amendment sets up the CARES ACT Funds in the General Fund as account #73 and rescinds the previous #60 fund. It also establishes a new Capital Construction Fund, #39, for the construction project of fiber and WiFi connectivity to certain park and public areas to assist citizens who have lost WiFi availability due to Covid-19 job loss and help those who need connectivity for school and learning situations.</p> <p>The CARES Act account of anticipated \$1.982 million will provide funding for: public safety personnel costs substantially dedicated to mitigating Covid-19 issues; equipment and supplies used to prevent Covid-19; relief for households threatened with loss of city utility services due to Covid-19 related loss of household income; and, other expenses related to Covid-19 that are eligible under the CARES Act guidelines.</p> <p>The new Capital Construction Fund #39 will be initially funded with \$640,000 from Capital Improvements Projects Fund #38.</p> <p>Mr. Cluff clarified that staff is doing the best they can to account for and validate how the Cares Act Funds are being spent. By putting these funds back in the General Fund, salaries for the Police and Fire and other employees who are responding to the demands from Covid-19 can be covered which then provides funds and more flexibility for the completion of the fiber project.</p> <p>Mayor Adams stated he and Mr. Cluff feel that the fiber for high speed internet is a necessary project to meet the needs of the community for distant learning and/or parents who are working from home due to Covid-19. He stated it is his understanding that paying the salary for Police and Fire and other employees who are involved in the Covid-19 activities is a valid use of the Cares Act Funds.</p> <p>Mayor Adams opened the public hearing at 7:18 p.m.</p> <p>Dereck Bauer questioned if Meadows Park and Kestrel Park could be added back into the project since there wouldn’t be such a strict timeline.</p> <p>Mayor Adams responded it is a possibility.</p> <p>With no further public comment Mayor Adams closed the public hearing at 7:20 p.m.</p> <p>Councilmember K. Peterson questioned if the Council intends to participate in the child care grant through the Davis Education Foundation.</p>

The Council discussed participating in the grant. Councilmember K. Peterson explained child care is a major concern right now due to Covid-19 issues.

Mayor Adams clarified it has already been determined that the fiber will be installed into the six parks in Clinton. By using Cares Act Funds to offset some of the costs of the Police and Fire personnel, there should be enough funds to participate in other needed programs such as this.

Councilmember Stanton stated she would still like to see fiber added to Kestrel and Meadows Park.

Mr. Cluff explained that the requested \$85,000.00 for the child care grant could be added to this budget amendment as account 10-73-46.

The Council was in consensus to participate with the child care grant.

COUNCIL BUDGET AMENDMENTS-September 8, 2020						
<u>Item</u>	<u>Dept</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Balance</u>	<u>Comments</u>
GENERAL FUND REVENUES						
10-3390	Revenue	Misc Gov Grants-Cares Act	1982022		1982022	3 tranches of \$660674
10-3870	Revenue	General Fund Reserve	640000		640000	Transfer to Park Wifi/Fiber Const project
		TOTAL	2622022			
GENERAL FUND EXPENSES						
10-7311	Cares Act	Salaries	998020		998020	Fire/Police salaries
10-7312	Cares Act	Temporaries	109618		109618	Fire part-time salaries
10-7313	Cares Act	Benefits	690384		690384	Fire/Police benefits
10-7325	Cares Act	Equip Supply/Maint	45000		45000	chemicals, gaiters, masks etc...
10-7346	Cares Act	Child Care Grants	85000		85000	grants to those who can't pay due to job loss-covid 19
10-7347	Cares Act	Utility Payment Grants	38000		38000	grants to those who can't pay due to job loss-covid 19
10-7373	Cares Act	Improvements	16000		16000	door, shields, etc...
10-8027	Transfers	Trans to #39 Park WiFi/Fiber	640000		640000	Transfer to Park Wifi/Fiber Const project
		TOTAL	2622022			
FUND #38 CAPITAL IMPROVEMENTS PROJECTS - REVENUE						
38-3720	Projects	Fund Balance	640000		2105892	Transfer to Park Wifi/Fiber Const project
		Total	640000			
FUND #38 CAPITAL IMPROVEMENTS PROJECTS - EXPENSE						
38-4086	Projects	Trans to #39 Park WiFi Project	640000		640000	Park Wifi/Fiber Construction Connectivity
		Total	640000			
FUND #39 - PARK WiFi/FIBER CONSTRUCTION-REVENUE						
39-3610	WiFi Constr	Interest	680		680	Interest earnings
39-3675	WiFi Constr	Trans from Fund #38 Cap Projects	640000		640000	Transfer to Park Wifi/Fiber Const project
		Total	640680			
FUND #39 - PARK WiFi/FIBER CONSTRUCTION-EXPENSE						
39-4073	WiFi Constr	Improvements	640680		640680	Park Wifi/Fiber Construction Connectivity
		Total	640680			

The Council directed public works staff to help Utopia to start moving forward with the necessary permits to prepare for the potential change to the project adding Kestrel and Meadows park for fiber installation.

CONCLUSION

Councilmember K. Peterson moved to adopt Resolution 14-20 Adding the CARES Act Funds to the General Fund and setting up a Special Construction Project Fund for the Fiber/WiFi Connectivity to Park Area Projects and adding line 10-73-46 Child Care Grant. Councilmember Mitchell seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, aye; Councilmember M. Petersen, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye.

C. RESOLUTION 15-20, ESTABLISH COLUMBARIUM FEES

Petitioner	Dennis Cluff, Zac Martinez																																																
Discussion	<p>Mayor Adams explained that with the delivery of the Columbarium and Ossuary at the City Cemetery, fees need to be established and added to the fee schedule to start use of them. Staff proposed the fees identified below which should cover the necessary costs. Staff’s intent is to set up a reserve fund for the Columbarium with the intent of setting aside funds to offset future expansion costs.</p> <p>Parks Director Zac Martinez commented he feels the prices identified are fair and appropriate.</p> <p>Mr. Cluff added that after an evaluation period, there may need to be some changes to the fees. The nonresident fee helps offset the perpetual care costs. Local taxes offset some of the costs of the cemetery.</p> <p>Councilmember K. Peterson asked if niches can be purchased in advance.</p> <p>Mr. Martinez confirmed they can be.</p> <p>Councilmember Patterson asked if larger niches can be purchased.</p> <p>Mr. Martinez responded that will be a decision for the Council in the future when additional niches are purchased. The current niches cannot be modified.</p> <p>The Council discussed the potential need for burial rate changes, especially for non-resident customers in the near future.</p> <p>The Council asked staff for quarterly reports on the sales of the niches and the ossuary.</p> <p>Mr. Cluff asked the Council to consider direction to set up fees in a different account to plan for future growth in regards to purchasing additional units.</p> <p>Mr. Martinez stated the City Ccode will need to be updated at the next city council meeting before these fees can be implemented.</p> <table border="1" data-bbox="418 1255 1328 1877"> <thead> <tr> <th rowspan="2"></th> <th colspan="2"><u>Columbarium</u></th> <th rowspan="2"></th> </tr> <tr> <th>1 cremain</th> <th>2 cremain</th> </tr> </thead> <tbody> <tr> <td>Niche</td> <td>900</td> <td>900</td> <td></td> </tr> <tr> <td>Inscription</td> <td>225</td> <td>450</td> <td></td> </tr> <tr> <td>Urn</td> <td>-</td> <td>-</td> <td>\$65.00 each if needed</td> </tr> <tr> <td>Internment</td> <td>0</td> <td>0</td> <td>included in price</td> </tr> <tr> <td>Perpetual</td> <td>0</td> <td>0</td> <td>included in price</td> </tr> <tr> <td>total</td> <td><u>1,125</u></td> <td><u>1,350</u></td> <td></td> </tr> </tbody> </table> <table border="1" data-bbox="418 1640 1328 1877"> <thead> <tr> <th colspan="3"><u>Non-Resident</u></th> </tr> </thead> <tbody> <tr> <td>Niche</td> <td>1,000</td> <td>1,000</td> </tr> <tr> <td>Inscription</td> <td>250</td> <td>500</td> </tr> <tr> <td>Internment</td> <td>100</td> <td>200</td> </tr> <tr> <td>Perpetual</td> <td>300</td> <td>600</td> </tr> <tr> <td>total</td> <td><u>1,650</u></td> <td><u>2,300</u></td> </tr> </tbody> </table>		<u>Columbarium</u>			1 cremain	2 cremain	Niche	900	900		Inscription	225	450		Urn	-	-	\$65.00 each if needed	Internment	0	0	included in price	Perpetual	0	0	included in price	total	<u>1,125</u>	<u>1,350</u>		<u>Non-Resident</u>			Niche	1,000	1,000	Inscription	250	500	Internment	100	200	Perpetual	300	600	total	<u>1,650</u>	<u>2,300</u>
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CONCLUSION	Councilmember Stanton moved to adopt Resolution 15-20 setting fees for the Columbarium/Ossuary and adding these fees to the City Consolidated Fee Schedule. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, Councilmember M. Petersen, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye.																						
D. RE-ASSIGNMENT OF LEASE AND LEASE AMENDMENT FROM VIVINT INC TO ATLAS TOWER 1 LLC																							
Petitioner	Dennis Cluff																						
Discussion	<p>Mr. Cluff reported Vivint Inc. currently owns the cell tower located at 1842 W 2050 N and leases the land the tower sits on from the City. Vivint has a buyer for the tower and according to the lease agreement; they must take over the land lease as well.</p> <p>The revised lease requires Atlas Tower 1 to pay Clinton City \$6,180 per year for the first 5 years with the potential to extend the lease for additional 5 year periods up to five times and includes a 10% lease cost increase for every new 5 year period. Since the existing Vivint lease goes until September 30th, this new lease will be dated October 1, 2020.</p> <p>The new Atlas Tower 1 lease is essentially the same as the previous Vivint lease, with the caveat that Atlas is a business that sub-leases the tower space to other companies wanting tower reception/broadcast capabilities and not necessarily for their own use. Because of this, the first sub lessee putting up an array on the tower will be considered Atlas' base tower array. Every subsequent sub lessee will net the City 20% of that sub lease rental fee annually as part of this lease agreement.</p>																						
CONCLUSION	Councilmember M. Petersen moved to approve the re-assignment of the lease of the land where the Antenna Tower is located and the amended Lease Agreement to Atlas Tower 1 LLC. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, Councilmember M. Petersen, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye.																						
E. REPORT FROM VICTIM ADVOCATE SERVICES																							
Petitioner	Dennis Cluff, Celeste Joynt, Victim's Advocate																						
Discussion	This report is on the 1 st year of the second 2-year grant from VOCA. Clinton City has a joint use agreement with Syracuse City for the Victim's Advocate Services. Syracuse City is the agency overseeing this grant arrangement.																						

	<p>Based upon the numbers provided last year, the percentage of responsibility for the grant's 20% match has been 53% Syracuse, 47% Clinton. This percentage may change with the latest report.</p> <p>Victim Advocate Celeste Joint provided a report to the Council identifying cases she has worked on from January 1 to September 3, 2020 in Clinton and Syracuse. She reported that the majority of the cases are for domestic violence or family abuse.</p> <p>Mayor Adams expressed appreciation for the efforts Celeste makes on behalf of victims in our community.</p>						
F. APPROVAL OF BID FOR MEADOWS PICKLE BALL COURTS							
Petitioner	Dennis Cluff, Bryce Wilcox – JUB						
Discussion	<p>Mr. Wilcox identified that two bids were received for the pickle ball complex of 8 courts. The bids were:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><u>Pickleball Courts</u></td> <td style="width: 40%; text-align: right;"><u>Lighting</u></td> </tr> <tr> <td>*Parkin Tennis Courts = \$197,079.20</td> <td style="text-align: right;">\$182,343.00</td> </tr> <tr> <td>Renner Sports Surfaces = \$206,233.00</td> <td style="text-align: right;">\$174,650.00</td> </tr> </table> <p>The Pickleball low bid is within the amount budgeted (\$200,000). However, both of the lighting bids are much higher than the \$80,000 budgeted. So for the time being, staff recommends holding off on the lighting but plan for it within the project. Staff will investigate why the lighting bids are so high and seek better prices to bring back to the Council in the near future.</p> <p>The funding for the courts is from the grant, a donation and park impact fees. The parking lot shown in the drawing will be redone next spring.</p> <p>Staff's recommendation is to move forward with the low bidder for the courts and postpone the lights to wait for a better price. Preparation for the lights will be included during the construction of the courts.</p> <p>Mr. Wilcox explained there is a 2 month construction time from start to finish, the fall temps are a concern, the project most likely will begin next spring.</p>	<u>Pickleball Courts</u>	<u>Lighting</u>	*Parkin Tennis Courts = \$197,079.20	\$182,343.00	Renner Sports Surfaces = \$206,233.00	\$174,650.00
<u>Pickleball Courts</u>	<u>Lighting</u>						
*Parkin Tennis Courts = \$197,079.20	\$182,343.00						
Renner Sports Surfaces = \$206,233.00	\$174,650.00						
CONCLUSION	<p>Councilmember K. Peterson moved to approve the low bid for the Meadows Pickle Ball complex to Parkin Tennis Courts for \$197,079.20 with the light prep included. Councilmember Mitchell seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, Councilmember M. Petersen, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye.</p>						
G. AWARD BID FOR ELECTRICAL EQUIPMENT FOR PUMPS							
Petitioner	Dennis Cluff, David Williams						
Discussion	<p>Staff reported that as the water pumps are being prepared to get into service, JUB helped identify some electrical equipment to add to the pumps that reduces the power <u>factor surge charge</u> that Rocky Mountain Power assesses the City each time the pumps are started. As the pump starts it draws a lot of power to get it going which causes a surge on Rocky Mountain Power's system which results in an extra fee. This electrical equipment includes capacitors and timers to reduce this surge and reduces wear on the pumps. JUB has figured that the savings in this upgrade would pay for itself in about 3 years at the current rate the pumps are running. This would be paid out of the water budget account 51-4025 pump house repairs.</p> <p>Two bids were received for this work:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Freedom Electric</td> <td style="width: 20%; text-align: center;">\$9900.00</td> <td style="width: 40%;">(did work at the pump house)</td> </tr> </table>	Freedom Electric	\$9900.00	(did work at the pump house)			
Freedom Electric	\$9900.00	(did work at the pump house)					

	*Dalpias Electric \$6379.62 (did the work at Meadows Park chlorine station)
CONCLUSION	Councilmember Mitchell moved to approve the low bid for the electrical equipment to Dalpias Electric for \$6,379.62. Councilmember K. Peterson seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, Councilmember M. Petersen, aye; Councilmember Mitchell, aye; Councilmember Patterson, aye.
H. RESOLUTION 16-20, INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS COUNTY FOR PLACEMENT OF PERMANENT OUTDOOR BALLOT COLLECTION BOX	
Petitioner	Dennis Cluff
Discussion	<p>Mr. Cluff explained that Davis County Elections is seeking to place a permanent outdoor election box at every city election polling location. Clinton’s is the Community Center in the Recreation Building. The Ballot Collection Box is proposed to be located on the northern planter island in the parking lot.</p> <p>Councilmember K. Peterson expressed concern about security and suggested that camera surveillance would be necessary for security purposes.</p> <p>Councilmember Patterson expressed concern that it would be out in the weather.</p> <p>Councilmember M. Petersen said he prefers the ballot box inside the building.</p>
CONCLUSION	Councilmember Mitchell moved to adopt Resolution 16-20 approving an Interlocal Cooperative Agreement with Davis County for placement of a permanent outdoor ballot collection box. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, no; Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember M. Petersen, no. Mayor Adams voted no. The Council requested more information on security; the motion did not pass 3-2.
Approval of Minutes	Councilmember K. Peterson moved to approve the minutes of the August 27, 2020 Special City Council Meeting. Councilmember Patterson seconded the motion. Councilmembers K. Peterson, Mitchell, M. Petersen and Patterson voted in favor of the motion.
Accounts Payable	Councilmember Patterson moved to pay the bills and authorize the Mayor to sign on behalf of the Council. Councilmember M. Petersen seconded the motion. Councilmembers K. Peterson, M. Petersen, Mitchell and Patterson voted in favor of the motion.
Planning Commission Report	Ms. Claussen reported on the September 1, 2020 Planning Commission meeting as recorded in the minutes.
City Manager	<ul style="list-style-type: none"> Due to lack of agenda items, Mr. Cluff requested the Council to consider cancelling the September 22, 2020 CC Mtg and hold a special meeting if necessary. The Council was in consensus.
Mayor Adams	<ul style="list-style-type: none"> Received an e-mail from Jason McKaughan requesting to expand the Frisbee Golf Course. He has also received a complaint from a resident who has been hit with a Frisbee. He is not sure it is in the City’s best interest to expand. <p>Councilmember Mitchell commented the worst hole is #8 where you throw from the bowery.</p> <p>Councilmember M. Petersen commented the course get used regularly</p> <p>The Council directed staff to bring forth a proposal.</p> <p>Dereck Bauer comment he has witnessed Frisbees come out into the road.</p>
Councilmember Patterson	<ul style="list-style-type: none"> The Parks Board will meet on September 16 at Veteran’s Park.

<p>Councilmember K. Peterson</p>	<ul style="list-style-type: none"> Requested the school zone light on 1300 N 1000 W be reinstalled. <p>Mr. Williams responded the Police Chief and Public Works decided flashing cross walk signs should be sufficient. Mr. Wilcox added only one or the other is allowed.</p> <ul style="list-style-type: none"> Asked for an update on the ducks at the pond. <p>Mr. Williams responded the Fish and Game and Davis County Health Department have been involved. The most likely cause is a case of botulism. The best thing to do is remove the dead ducks; the cooler weather should help considerably.</p> <ul style="list-style-type: none"> Suggested adding a sign at the pond prohibiting dumping domestic ducks. <p>Mr. Cluff responded the City would need to pass an ordinance or quote the state statute.</p> <ul style="list-style-type: none"> Received a complaint about weeds behind the City Bldg.
<p>Councilmember M. Petersen</p>	<ul style="list-style-type: none"> Nothing at this time.
<p>Councilmember Mitchell</p>	<ul style="list-style-type: none"> Received a request from a resident to limit where fireworks can be lit off in the City. <p>Mayor Adams suggested the Council evaluate this issue again next year.</p>
<p>Councilmember Stanton</p>	<ul style="list-style-type: none"> Excused.
<p>Dave Williams</p>	<ul style="list-style-type: none"> There are a lot of trees down from the storm; to assist residents Publics Works is accepting branches Wednesday – Friday this week from 7 am to 3:30 p.m.
<p>ADJOURNMENT</p>	<p>Councilmember M. Petersen moved to adjourn. Councilmember Patterson seconded the motion. Councilmembers K. Peterson, Mitchell, Stanton, M. Petersen and Patterson voted in favor of the motion. The meeting adjourned at 9:32 p.m.</p>
<p><u>ACTION ITEMS</u></p>	<ul style="list-style-type: none"> Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016) – Planning Commission Review 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 Update Ordinance to eliminate pressurized sewer lines in the Clinton City streets on new residential development (January 2018). Create a facilities maintenance plan before the next budget cycle in FY 19-20 (May 2018). Remove river rock from the low maintenance material allowed for park strips in the ordinance (Aug 2019).

Dennis W. Cluff, Clinton City Recorder