

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
February 22, 2011 – REGULAR SESSION

City Council Chambers
55 South State Street
Third Floor
Clearfield, Utah

Mission Statement: To provide services that enhance the quality of life in our community.

6:00 P.M. WORK SESSION

Discussion on Davis County Animal Control Contract

Discussion on Digis Tower Lease

Discussion on Potential Projects for CDBG (Community Development Block Grant) Funds

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Wood

OPENING CEREMONY:

Youth City Council Member Kaitlin Kwiatkowski

APPROVAL OF MINUTES:

February 8, 2011 – Work Session

February 8, 2011 – Regular Session

SCHEDULED ITEMS:

1. CITIZEN COMMENTS
2. CONSIDER APPROVAL OF A LEASE AGREEMENT FOR SPACE ON A CITY OWNED MICROWAVE TOWER AT FREEPORT CENTER

BACKGROUND: The City owns a microwave tower in the Freeport Center adjacent to building A-15. This tower was donated to the City in 1994 by what was then Hercules Aerospace (ATK now occupies that building). Currently the City, a cellular phone service provider, a wireless internet service provider and ATK all have equipment on the tower. The City is working to bring current any previous arrangements to occupy space on the tower. Digis, the wireless internet service provider, would like to execute a lease with the City for space they are currently occupying on the tower.

RECOMMENDATION: Approve the Tower Lease Agreement with Digis for space occupied on the City's microwave tower north of building A-15 in the Freeport Center and authorize the Mayor's signature to any necessary documents.

3. CONSIDER APPROVAL OF ORDINANCE 2011-04 AMENDING TITLE 4, CHAPTER 1 – BUSINESS LICENSE REGULATIONS

BACKGROUND: Staff has proposed an amendment to Title 4, Chapter 1 – Business Licenses of the Clearfield City Code. The proposed amendment would allow registration with the Utah Division of Occupational and Professional Licensing or Utah Bureau of Child Health and Safety as alternatives to registration with the Utah Department of Commerce prior to obtaining a Clearfield City business license.

RECOMMENDATION: Approve Ordinance 2011-04 Amending Title 4, Chapter 1 – Business License Regulations and authorize the Mayor’s signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2011R-02 AUTHORIZING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY TO PROVIDE ANIMAL CONTROL SERVICES

BACKGROUND: Davis County provides animal control services for the City. The current contract provides for an annual review and adjustment of the compensation amount for the services. This amendment adjusts the compensation for the services.

RECOMMENDATION: Approve Resolution 2011R-02 authorizing an amendment to the Interlocal Agreement with Davis County for animal control services and authorize the Mayor’s signature to any necessary documents.

5. SET A PUBLIC HEARING TO BEGIN THE PUBLIC COMMENT PERIOD ON THE STORM WATER MANAGEMENT PLAN

BACKGROUND: The City is required to allow a public comment period and public hearing prior to adoption of the Storm Water Management Plan.

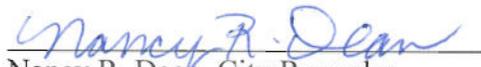
RECOMMENDATION: Set a Public Hearing for March 22, 2011, at 7:00 p.m., to receive public comment on the Storm Water Management Plan.

COMMUNICATION ITEMS:

- Mayor’s Report
- City Councils’ Reports
- City Manager’s Report
- Staffs’ Reports

****COUNCIL MEETING ADJOURN****

Dated this 17th day of February, 2011.


Nancy R. Dean, City Recorder



The City of Clearfield, in accordance with the ‘Americans with Disabilities Act’ provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 525-2714, giving her 48-hour notice.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 8, 2011

PRESIDING:	Doyle Sprague	Mayor Pro Tem
PRESENT:	Marilyn Fryer	Councilmember
	Kathryn Murray	Councilmember
	Mark Shepherd	Councilmember
	Bruce Young	Councilmember
EXCUSED:	Don Wood	Mayor
STAFF PRESENT:	Chris Hillman	City Manager
	Brian Brower	City Attorney
	Adam Lenhard	Community Development Director
	Valerie Claussen	City Planner
	Stacy Millgate	CDBG Coordinator
	Scott Hodge	Public Works Director
	Greg Krusi	Police Chief
	Tracy Heun	Community Services Director
	Bob Wylie	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Tyler Murray, Mike Schultz – Castle Creek Homes

Mayor Pro Tem Sprague called the meeting to order at 6:07 p.m.

DISCUSSION ON POTENTIAL PROJECTS FOR CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) FUNDS

Stacy Millgate, CDBG Coordinator, distributed a hand out reflecting proposed allocations for 2011-2012 CDBG funds. She stated it was anticipated \$146,730 of the CDBG funds would need to be programmed for specific projects and requested direction from the Council. She pointed out three infrastructure projects had been identified; however, additional funding would be required for each project.

Councilmember Murray inquired if the City had been informed of the amount of grant funds it would receive for 2011-2012. Ms. Millgate responded the City was an entitlement city which meant it would not have to compete to receive the CDBG funds. She continued even though the City had not been informed of the amount of funds it would receive, projects should be identified to allow time to complete the programming process for the 2011-2012 year. She indicated she had estimated the amount of funds following HUD's suggestions.

Councilmember Murray inquired about additional funding resources which could be available to complete any of the identified projects. Scott Hodge, Public Works Director, stated some of the infrastructure projects could be funded from the Enterprise Funds. A discussion took place regarding each identified infrastructure project.

Councilmember Shepherd inquired if the funding needed to be allocated this year or if the construction would also need to be completed this year. Ms. Millgate responded funds would need to be allocated for the program year July 1, 2011 through June 30, 2012 which would allow construction to begin in the spring of 2012. Mr. Hodge indicated there could be possible remaining funds from the Maple Street project which could be re-programmed to one of the possible projects.

Adam Lenhard, Community Development Director, pointed out there were several options in which the Council could consider to allocate funds other than infrastructure or road projects. He reminded the Council CDBG funds had been appropriated toward the Down Payment Assistance Program in the past.

The Council determined it would be best to identify infrastructure projects in which the CDBG funds could be used. Ms. Millgate reported she would prepare a draft plan for the March 8, 2011 Council meeting which would begin the 30 day comment period with final approval of the Council in May.

Councilmember Young arrived at 6:12 p.m.

DISCUSSION ON THE SR193 EXTENSION PROJECT

Scott Hodge, Public Works Director, distributed a map reflecting a private road which could be deeded to the City as a dedicated street in conjunction with the SR193 project. He explained UDOT (Utah Department of Transportation) had approached the City as it would eliminate the need for a frontage road along 700 South. He reported Morgan Pavement, Jenmar and a private machine shop each owned portions of the road and indicated Morgan Pavement had expressed interest in purchasing any available properties in conjunction of the extension project. He shared a visual presentation reflecting the condition of the existing road and shared specifics regarding its condition.

Chris Hillman, City Manager, stated the City would need to either accept the street as a dedicated road or accept the new frontage road and would be obligated for any future maintenance for either one. Councilmember Shepherd expressed his opinion accepting the private street would not be in the best interest of the City based on the reflected condition in the photos. Tracy Heun, Community Services Director, pointed out the City parks crews also used the existing road to access the parks shops. A discussion took place whether the existing road would be best for the City to accept.

Adam Lenhard, Community Development Director, pointed out the current existing road would not meet the City's standards specific to a cul-de-sac without a secondary access which created some hazards. The Council continued to discuss possible options.

Mr. Hillman suggested the Council could direct staff to accept the existing road with a condition of UDOT's willingness to determine the status of the road and complete a resurfacing and complete the road. He continued the City could address the cul-de-sac issue and inquired if this would set precedence. Adam Lenhard, Community Development Director, responded the Council had the authority to issue a variance under the circumstances and suggested those findings be outlined on record. Brian Brower, City Attorney, cautioned the Council another entity could request a variance identifying similar circumstances in the future. A discussion took place regarding the cul-de-sac issue.

Mr. Hillman suggested staff determine the criteria in which the variance could be issued regarding the cul-de-sac and share with the Council in two weeks. He continued the Council might determine at that time it would be in the best interest of the City to accept the frontage road along 700 South. A discussion took place regarding the location of the frontage road and the excess vacant property.

Mr. Brower pointed out the City had recently denied development due to the length of proposed cul-de-sacs. The Council directed staff to further research and report during a future work session. Councilmember Fryer requested Mr. Hodge take her on a field trip to better understand the logistics and locations referred to during the discussions.

DISCUSSION ON THE COMMUNITY CENTER FACILITY ASSESSMENT

Tracy Heun, Community Services Director, explained the Request for Proposal (RFP) process for the Community Center Facility Assessment to the Council and announced it was her recommendation to award the RFP to Method Studio for a not to exceed amount of 25,143. She reported Method Studio would use a consultant familiar with Community Centers for cities similar in size of Clearfield. She explained how Method Studio would assess the facility.

Chris Hillman, City Manager, pointed out the completed assessment would detail the costs associated with converting the old City Hall to the Community Arts Center with its desired amenities. Ms. Heun added she intended to use the assessment similarly to the Trails Master Plan in determining the developing of the arts center which would allow the Council to prioritize each amenity.

DISCUSSION ON TANNER HERITAGE DEVELOPMENT AGREEMENT AMENDMENT

Mike Schultz, developer, arrived at 6:40 p.m.

Valerie Claussen, City Planner, explained the proposed amendment to the Tanner Heritage Development Agreement would be modifying the front yard setbacks and modifying the timing of the public improvement reimbursement agreement associated with Jacobsen Park. She reviewed the history of the Tanner Heritage Development with the Council and explained the proposed changes. She pointed out the reimbursement proposal would extend the final payment one year. She stated the Planning Commission recommended approval of the proposed amendments to the Development Agreement.

Councilmember Murray inquired if they were having difficulty in selling lots in the development. Mr. Schultz responded new home building in the development had been difficult since the tax credit had been eliminated. He explained the front yard setback requirement had affected the depth of the backyards and reported interested buyers had chosen other developments because of that.

The meeting adjourned at 6:47 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. REGULAR SESSION
February 8, 2011

PRESIDING:	Doyle Sprague	Mayor Pro Tem
PRESENT:	Marilyn Fryer Kathryn Murray Mark Shepherd Bruce Young	Councilmember Councilmember Councilmember Councilmember
EXCUSED:	Don Wood	Mayor
STAFF PRESENT:	Chris Hillman Brian Brower Scott Hodge Adam Lenhard Greg Krusi Tracy Heun Bob Wylie Nancy Dean Kim Read	City Manager City Attorney Public Works Director Community Development Dir. Police Chief Community Services Director Administrative Services Director City Recorder Deputy City Recorder

VISITORS: Mike Schultz – Castle Creek Homes, Alan C. Thompson, Craig Read, Mindy Kassidy Snelling, Randy Buhler, Shawn Harwood, Callie Carter, Emily Proffit

Mayor Pro Tem Sprague informed the citizens present that if they would like to comment during Citizen Comments or the Public Hearings there were forms to fill out by the door.

Youth City Councilmember Marissa Campbell conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE JANUARY 25, 2011 WORK SESSION AND THE JANUARY 25, 2011 REGULAR SESSION

Councilmember Fryer moved to approve the minutes from the January 25, 2011 work session and the January 25, 2011 regular session as written, seconded by Councilmember Murray. All voting AYE.

PRESENTATIONS TO NATHAN KING AND TAYLOR NGO IN RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT

Nathan King and Taylor Ngo have completed the requirements to receive the rank of Eagle Scout. Mayor Wood desires to recognize Nathan and Taylor and acknowledge their achievement.

Mayor Pro Tem Sprague presented certificates to Nathan and Taylor recognizing their accomplishment. He expressed appreciation to the Boy Scout Troop for their attendance at the City Council meeting.

PRESENTATION BY UTAH MUNICIPAL CLERKS ASSOCIATION (UMCA)

Board members from the Utah Municipal Clerks Association (UMCA) are present to recognize Kim Read, Deputy City Recorder, for earning the designation of Certified Municipal Clerk (CMC).

Kim Holindrake, Cedar Hills City and Nancy Dean, Clearfield City Recorder, board members from the Utah Municipal Clerks Association (UMCA), on behalf of the International Institute of Municipal Clerks (IIMC), presented Kim Read, Deputy City Recorder, with a plaque and plant recognizing her achievement of Certified Municipal Clerk (CMC) designation. Ms. Holindrake explained the purpose of the organizations and the requirements accomplished by Ms. Read to obtain the prestigious designation.

Kim Read, Deputy City Recorder, expressed appreciation to Nancy Dean, City Recorder, Chris Hillman, City Manager, and the City Council for their support in allowing her the educational opportunities in achieving the prestigious designation.

Nancy Dean, City Recorder, expressed her appreciation to Ms. Read for her work as the Deputy in the Recorder's Office and thanked the Council for its support on behalf of Ms. Read. Mayor Pro Tem Sprague congratulated Ms. Read on behalf of the Mayor and City Council and expressed appreciation for the work she rendered to them.

CITIZEN COMMENTS

Alan Thompson, resident, expressed congratulations to Nathan and Taylor for their Eagle Scout accomplishment. He also expressed appreciation for the opportunity to be able to read the agenda and minutes from the City's website. He stated he just attended an open house earlier in the evening at West Point City regarding the West Davis Corridor. He expressed his opinion the issue should be of significant concern to City leaders and residents and encouraged the Council's support in promoting the road extension. He shared the public website information and suggested members of the Council share their opinions regarding the road project. He also expressed his opinion bicyclists and bicycles should be insured and licensed if they use public streets just as he is required to license his vehicle and obtain a driver's license. He pointed out there were several miles of trails designated specifically for the use of bicycles and questioned whether they should be allowed as "vehicles" on public streets.

APPROVAL OF THE TANNER HERITAGE DEVELOPMENT AGREEMENT AMENDMENT

This item is an amendment to the Tanner Heritage Estates Development Agreement to modify front yard setbacks and timing of public improvement reimbursement. The project was located at approximately 1175 South 1525 West. The Planning Commission unanimously recommended approval of the amendment to the Development Agreement on January 19, 2011. He reviewed the items previously discussed during the work session held just prior to this policy session.

Councilmember Shepherd moved to approve the Tanner Heritage Development Agreement Amendment pursuant to the finding of fact and recommendation by the Planning Commission and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Fryer. All voting AYE.

APPROVAL OF BID FOR COMMUNITY CENTER FACILITY ASSESSMENT

The Council authorized staff to proceed with a facility assessment on the current Community Center located at 140 East Center Street for use as a future community arts facility. Staff solicited proposals from qualified architectural firms. Eleven proposals were submitted. After review and negotiations staff would like to recommend the firm Method Studio to complete the study. The proposed amount is \$24,543 for the study and \$593 for reimbursable expenses for a total cost not to exceed \$25,136.

Tracy Heun, Community Services Director, reported the correct figure was a cost not to exceed \$25,143.

Councilmember Murray moved to approve the award of bid to Method Studio to conduct the facility assessment for the community center and authorize the Mayor Pro Tem's signature to any necessary documents, seconded by Councilmember Fryer. All voting AYE.

COMMUNICATION ITEMS:

Mayor Pro Tem Sprague – commented on how nice the new carpet in City Hall looked.

Councilmember Fryer – reported she would be out of town on February 15, 2011.

Councilmember Murray – nothing to report.

Councilmember Shepherd – expressed appreciation to the Boy Scouts and the citizens for attending the Council Meeting.

Councilmember Young – expressed appreciation to the City's emergency personnel for their quick response during his family's need to call 911.

Chris Hillman, City Manager – nothing to report.

STAFFS' REPORTS:

Nancy Dean, City Recorder –reported a work session was scheduled for Tuesday, February 15, 2011 at 6:00 p.m. She also stated a work session was scheduled for March 1, 2011.

Adam Lenhard, Community Development Director – reported he represented the City on the West Davis Corridor and indicated he had part of the process in eliminating some of the possible routes. He indicated it was the City's position to support the West Davis Corridor and expressed support of the process. He stated he would make himself available to respond to any questions the Council might have.

There being no further business to come before the Council, **Councilmember Shepherd moved to adjourn to a work session at 7:29 p.m., seconded by Councilmember Fryer. All voting AYE.**

ATTACHMENT

2

LEASE AGREEMENT

This LEASE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2011, by and between Clearfield City Corporation, a Utah Municipal Corporation and political subdivision of the State of Utah (“LANDLORD”) located at 55 S. State St., Clearfield, Utah 84015, and Digis, LLC, a Utah Limited Liability Company with its principal place of business located at 782 S Auto Mall Drive, Ste. C, American Fork, Utah 84003 (“TENANT”).

SECTION I – DESCRIPTION

- 1.1 In consideration of promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases to Tenant a portion of space on an antennae tower (as described in Exhibit “A” attached to this Agreement and hereafter the “Tower Space”) located on real property just north of building A-15 at the Freeport Center in Clearfield, Utah.

SECTION II – TERM OF LEASE

- 2.1 The initial term of this lease will be for a period of three (3) years commencing on the first day of March, 2011 (the “Commencement Date”).
- 2.2 This Agreement may be extended for up to three (3) additional one (1) year terms upon written mutual agreement by the parties. Either party may terminate this lease, for any or no reason and without incurring damages, upon six (6) months written notice to the other party.

SECTION III – LEASE PAYMENTS

- 3.1 In consideration for the use of the Tower Space, Tenant will provide wireless Internet access to Landlord free of charge. Such access will be provided through Tenant’s existing wireless Internet network with services equal to the premium business package offered by Tenant to its customers. Tenant will also provide one complimentary business Unlimited phone line.
- 3.2 As additional consideration Tenant will pay to Landlord a monthly lease payment of \$ 1,250 per month. Such payment will be made on or before the 5th of each month. On every anniversary of the Commencement Date, a 3% increase will be added to the lease payment.
- 3.3 Amounts due by Tenant that are beyond thirty (30) days past the due date shall be subject to interest at the rate of eighteen percent (18%) per annum. Additionally,

if Tenant becomes delinquent in an amount exceeding the equivalent of two lease payments, then Landlord may consider Tenant in breach of this Agreement and may immediately terminate the Agreement, without penalty, and remove Tenant's equipment from the Tower Space.

SECTION IV – PURPOSE OF LEASE

- 4.1 The purpose of this Agreement is to allow Tenant to construct and maintain equipment, wires and facilities the (“Equipment”) to support and carry out its business as an Internet service provider and other services consistent with an Internet service operation. This includes the installation of Equipment on the Tower Space as outlined in this Agreement, including Exhibit “A”.

SECTION V – DUTIES OF PARTIES

- 5.1 Tenant agrees:

- (1) To construct, improve, maintain, upgrade, and/or repair the Equipment, at its sole expense.
- (2) To maintain that portion of the Tower Space where the Equipment is located in as good a condition as reasonable use will permit.
- (3) To manage and operate the Equipment in a reasonable manner and to conduct all its activities on the Tower Space in compliance with all applicable laws.
- (4) To maintain such insurance upon the Equipment, its employees, or its personal property as it determines necessary, including at least two million dollars (\$2,000,000.00) in general liability insurance coverage and workers' compensation coverage in amounts not less than the minimum required by law.
- (5) To obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Tower Space.
- (6) To indemnify and hold Landlord harmless from claims arising from Tenant's use of the Tower Space, except for claims arising from the gross negligence or willful misconduct of the Landlord or its agents. Tenant's employees, agents, and assigns shall all comply with federal, state and local laws relative to safety measures required when working on or about the antennae tower.
- (7) To limit all equipment located on the antennae tower to the Tower Space and to only locate and operate equipment in the quantities and on the bands and frequencies as specified below:
 - (6) 5.7 Ghz AP's—5735, 5760, 5785, 5805, 5815, and 5840
 - (3) 5.2 Ghz AP's—5275, 5300, and 5325
 - (2) 5.4 Ghz AP's—5580 and 5665
 - (1) 2.4 Ghz CBH—2457.5
 - (2) 18 Ghz Dragonwave BH's.

- (8) To not use or permit the use of the Tower Space in a manner which substantially or unreasonably interferes with the operations of the Landlord or Landlord's other lessees.

5.2 Landlord agrees:

- (1) To allow Tenant, to the fullest extent permissible by law (the Parties acknowledging that Landlord does not own the real property upon which the antennae tower is located), full-time access to the Tower Space to install, repair, upgrade, operate and maintain the Equipment.
- (2) To maintain an electrical supply accessible to the Equipment and pay associated electrical power charges.
- (3) To reasonably cooperate with Tenant (at no cost to Landlord) to obtain any necessary licenses or permits.
- (4) To not use or permit the use of the Tower Space in a manner which substantially and unreasonably interferes with the operations of the Tenant.
- (5) To not allow on the antennae tower any other lessees who would utilize the Tenant's frequencies as set forth in Section 5.1, paragraph (7) above.

SECTION VI – TRANSFER OF INTEREST

- 6.1 Tenant may not assign this Agreement without prior written approval from the Landlord.
- 6.2 This Agreement does not prevent sale or exchange of the antennae tower by the Landlord. However, any transferee of Landlord's interest in the antennae tower takes such interest subject to this Agreement.
- 6.3 This Agreement will run with the land and will be binding upon the heirs, legatees, devisees, personal representatives, assigns and successors in interest of the parties.

SECTION VII – TERMINATION

- 7.1 Upon termination of this agreement, tenant will remove its antenna structures, fixtures and all personal property and otherwise restore the Tower Space to its original condition, reasonable wear and tear excepted.
- 7.2 Notwithstanding anything to the contrary contained in this contract, provided tenant is not in default and shall have paid all rent and sums due and payable to landlord by tenant, tenant shall have the right to terminate this agreement provided that three months prior notice is given.

SECTION VIII – MISCELLANEOUS PROVISIONS

- 8.1 This agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Utah.
- 8.2 The Tenant may record this agreement with the appropriate Recording Officer.
- 8.3 If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a Party, without fault, is made a Party to any judicial or administrative action or proceeding by reason of the conduct of the other Party, the other Party shall indemnify and hold the first Party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.
- 8.4 In the event there is a default by the tenant with respect to any of the provisions of the agreement or its obligations under it, including payment of rent, landlord shall give tenant written notice of such default. After receipt of such written notice, tenant shall have 30 days to cure any such default. In the event that the nature of the cure requires more than 30 days, the landlord will not hold this agreement in default as long as the work required is being done continuously and diligently. Tenant may not maintain any action or effect any remedies for default against landlord unless and until landlord has failed to cure the same with the time periods provided in this paragraph.
- 8.5 Landlord warrants that they are either the owner of the antennae tower or trustee of such with due authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

CLEARFIELD CITY CORPORATION:

DIGIS, LLC:

Mayor Don Wood

Date: _____

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

APPROVED AS TO CONTENT:

Administrative Services Dept.

Exhibit "A"
Property Description

ATTACHMENT

3

CLEARFIELD CITY ORDINANCE 2011-04

AN ORDINANCE AMENDING THE BUSINESS LICENSE ORDINANCE FOR CLEARFIELD CITY CORPORATION.

PREAMBLE: Amendments to the business license ordinance have been identified and shall be enacted as outlined below.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment: Title 4, Chapter 1, Section 5, Paragraph A of the Clearfield City Code is hereby amended to read as follows:

5. Proof of business registration through the Utah Department of Commerce or Utah Division of Occupational and Professional Licensing shall be required for the following types of businesses: General Businesses, Home Occupations, Alcoholic Beverages, Sexually Oriented Businesses, Firework Sales, Pawn Brokers, Temporary or Seasonal Merchants and Mobile Food Vendors. Child care providers may obtain a license from the Utah Bureau of Child Health and Safety in lieu of registration with the Utah Department of Commerce.

Section 2. Effective Date: This Ordinance shall become effective immediately upon posting.

Section 3. Repealer: Any Ordinance or sections or portions of ordinances previously enacted by the Clearfield City Council which are in conflict with the provisions of this Ordinance are hereby repealed and replaced by this Ordinance.

Dated this 22nd day of February, 2011, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

ATTACHMENT

4

CLEARFIELD CITY RESOLUTION 2011R-02

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY FOR ANIMAL CONTROL SERVICES

WHEREAS, the County provides animal care and control services through the Davis County Animal Care and Control Department; and

WHEREAS, the City desires animal care and control services from the County to enforce both the City's and the County's animal control ordinances; and

WHEREAS, the Interlocal Cooperation Agreement in place for those services provides for annual review and written amendment to the compensation amount; and

WHEREAS, the Clearfield City Council has reviewed the attached Amendment to the Interlocal Cooperation Agreement and finds that it is beneficial to enter into the Amendment to the Agreement.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Amendment to Interlocal Cooperation Agreement is hereby approved and the Mayor is authorized to execute the document.

DATED this 22nd day of February, 2011.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



Davis County Animal Care & Control

1422 East 600 North • Fruit Heights, Utah 84037

Telephone: (801) 444-2200 • TDD: 451-3228 • Fax: 444-2212

Chris Hillman
55 S. State Street
Clearfield, UT 84015

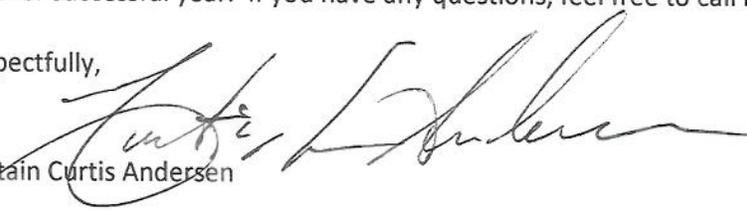
Dear Mr. Hillman,

Enclosed, you will find the two spreadsheets containing the projected service calls and wildlife calls for the year 2011.

Please sign and return both Amendment copies, as soon as possible, in order for us to get them executed by the County Commissioners. At that time, we will return a fully executed copy to you.

We appreciate the opportunity to continue to provide service to your community and look forward to another successful year. If you have any questions, feel free to call me.

Respectfully,


Captain Curtis Andersen

Forecast Total Service Calls for All Cities Wildlife

TOTAL FEES REQUESTED FROM CITIES FOR 2011

2010 Wildlife Rate/Call: \$25.75

2011 Wildlife Rate/Call: \$25.75

City	Acutal Calls for Service							% of Total	
	2006	2007	2008	2009	2010	2008	2009	2010	2011 Rate
BOUNTIFUL	137	144	184	192	207	\$3,800.00	\$4,738.00	\$5,195.52	\$5,330.25
BOYER HILL	6	13	7	2	2		\$180.25	\$41.23	\$51.50
CENTERVILLE	64	58	88	102	88	\$1,440.00	\$2,266.00	\$2,762.70	\$2,266.00
CLEARFIELD	87	65	53	93	93	\$1,200.00	\$1,364.75	\$2,515.29	\$2,394.75
CLINTON	31	26	31	43	29	\$840.00	\$798.25	\$1,154.56	\$746.75
FARMINGTON	280	269	234	224	275	\$6,840.00	\$6,025.50	\$6,061.44	\$7,081.25
FRUIT HEIGHTS	70	79	21	81	95	\$1,440.00	\$540.75	\$2,185.42	\$2,446.25
KAYSVILLE	289	263	204	237	286	\$5,480.00	\$5,253.00	\$6,391.32	\$7,364.50
LAYTON	574	368	284	499	471	\$10,360.00	\$7,313.00	\$13,483.62	\$12,128.25
NSL	38	22	35	35	46	\$240.00	\$901.25	\$948.39	\$1,184.50
SOUTH WEBER	56	35	16	20	52	\$1,320.00	\$412.00	\$536.05	\$1,339.00
SUNSET	6	8	3	2	3	\$160.00	\$77.25	\$41.23	\$77.25
SYRACUSE	69	79	46	41	55	\$1,520.00	\$1,184.50	\$1,113.33	\$1,416.25
WEST BOUNTIFUL	115	77	89	104	58	\$3,120.00	\$2,291.75	\$2,803.93	\$1,493.50
WEST POINT	91	40	28	43	58	\$1,640.00	\$721.00	\$1,154.56	\$1,493.50
WOODS CROSS	32	6	26	29	22	\$680.00	\$669.50	\$783.45	\$566.50
	1945	1552	1349	1747	1840	\$40,080.00	\$34,736.75	\$49,182.05	\$47,380.00
								100.00%	

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY AND THE CITY OF CLEARFIELD FOR
ANIMAL CONTROL SERVICES**

This Amendment is made and entered into this day by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "County" in this Amendment, and CLEARFIELD CITY, a municipal corporation of the State of Utah, which shall be called the "City" in this Amendment.

This Amendment is made and entered into by and between the parties based, in part, upon the following recitals:

A, The parties previously entered into an *Interlocal Cooperation Agreement Between Davis County and the City of CLEARFIELD for Animal Control Services for the Calendar Years 2009 - 2014* ("Agreement") dated March 24, 2009, and which is labeled Davis County Contract No. 2009-100 and by which the County agreed to provide animal services to the City. The term of that agreement is for the five-year period from dated January 1, 2009, to December 31, 2014.

B. Paragraph 5 of the Agreement specified the amount of compensation to be paid by the City to the County for the calendar year 2009 and further provided that the compensation amount shall be reviewed annually and adjusted by a written amendment to the Agreement as may be agreed upon by the County and the City. The County and the City have agreed to the adjusted compensation specified in this Amendment.

Now therefore in consideration of the terms set forth in this Amendment, the parties hereto do hereby agree as follows:

1. Compensation and Costs

Paragraph 5 of the Agreement is amended to read:

5. Compensation and Costs

A. The City shall pay compensation in the amount of SEVENTY THREE THOUSAND THREE HUNDRED EIGHTY EIGHT DOLLARS AND FORTY FOUR CENTS (\$73,388.44) to the County for all animal care services provided and performed by the County under this Agreement with the express exception of picking up and euthanizing wild nuisance animals, such as raccoons and skunks, trapped by City or City residents which shall be compensated as set forth below in Paragraph B of this section.

(1) The compensation shall be payable in twelve (12) equal monthly installments of SIX THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND SEVENTY CENTS(\$6,115.70) with the first monthly payment due on or before January1, 2011, and subsequent payments due on or before the 1st day of each month thereafter until paid in full.

(2) The County shall submit monthly invoices to the City for compensation for its services and reimbursement of any itemized costs incurred by the County and approved in writing by the City under this Agreement. The City shall render payment for such approved invoices within thirty (30) days after receipt of each such invoice or the resolution of any question or dispute regarding an invoice.

(3) The compensation amount shall be reviewed annually and adjusted by a written amendment to this Agreement as may be agreed upon by the City and County.

B. The City shall pay County annual compensation in the amount of TWO THOUSAND THREE HUNDRED NINETY FOUR DOLLARS AND SEVENTY FIVE

CENTS (\$2,394.75) for nuisance animal pick up and/or euthanization by the County within the confines of the City under Paragraph 1. C. of this Agreement.

(1) Annual costs/fees for this service may change from year to year based on the level of nuisance animal service provided to City by County during the last year and notice of said changes will be provided to City prior to the renewal time of this Agreement.

(2) The County shall submit quarterly invoices to the City for One Quarter (25%) of the annual fee established under this Agreement for the pick-up and euthanization of wild nuisance animals.

(3) The City shall render payment within thirty (30) days after receipt of each such invoice.

2. Continuing Effect of Contract for Services

Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate, each of which shall be deemed an original.

Dated this ___ day of _____, 2011.

DAVIS COUNTY

By: _____

Louenda H. Downs, Chairwoman
Davis County Board of County Commissioners
Date: _____, 2011

ATTEST:

Steven S. Rawlings
Davis County Clerk/Auditor

CITY OF CLEARFIELD

By: _____
Mayor

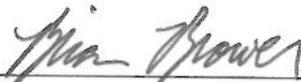
Date: _____, 2011

ATTEST:

Clearfield City Recorder

Attorney Review

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



City Attorney

Attorney Review

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

Deputy Davis County Attorney