

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
February 7, 2017 – WORK AND SPECIAL SESSION

*Meetings of the City Council of Clearfield City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

*Mayor Shepherd will participate in the meeting electronically via telephone.*

Executive Conference Room  
55 South State Street  
Third Floor  
Clearfield, Utah

**6:00 P.M. WORK SESSION**

Interview Candidates for the North Davis Fire District (NDFD) Control Board Vacancy  
Discussion on the NDFD Appointment  
Discussion on the Interlocal Agreement with Davis County for Animal Control Services

**\*\*ADJOURN AS THE CITY COUNCIL AND IMMEDIATELY RECONVENE  
AS THE CDRA IN A WORK SESSION \*\***

**CDRA WORK SESSION**

Discussion on Facade Improvement Application

*(Any items not fully addressed prior to the Policy Session will be addressed in a Work Session immediately following the Policy Session)*

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

**6:00 P.M. SPECIAL SESSION**

CALL TO ORDER:

Mayor Pro Tem Bush

**SCHEDULED ITEMS:**

1. **CONSIDER APPROVAL OF RESOLUTION 2017R-01 APPOINTING A REPRESENTATIVE TO THE NORTH DAVIS FIRE DISTRICT ADMINISTRATIVE CONTROL BOARD**

**BACKGROUND:** According to the bylaws of the North Davis Fire District, West Point City and Clearfield City will alternate an Administrative Control Board member's four-year appointment with a resident from one of the prospective cities. January 1, 2017 that appointment is designated to be a Clearfield City resident. The Council interviewed prospective members of the community for this position during its previously held work session and is ready to make the appointment.

RECOMMENDATION: Approve Resolution 2017R-01 appointing a representative to the North Davis Fire District Administrative Board and authorize the Mayor's signature to any necessary documents.

2. CONSIDER APPROVAL OF RESOLUTION 2015R-02 AUTHORIZING AN AMENDMENT TO THE ANIMAL CONTROL SERVICES CONTRACT WITH DAVIS COUNTY

BACKGROUND: Davis County provides animal control services for the City under the authority granted by an Interlocal Agreement. Annually that agreement is amended to reflect the costs allocated to the City based upon usage.

RECOMMENDATION: Approve Resolution 2015R-02 authorizing an amendment to the Interlocal Agreement with Davis County for providing Animal Control Services in Clearfield and authorize the Mayor's signature to any necessary documents.

3. CONSIDER APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENTS OF INDIVIDUALS TO THE PLANNING COMMISSION

BACKGROUND: Planning Commissioner Tim Roper was recently appointed to the City Council creating a vacancy for a regular member. Mayor Shepherd recommends appointing Steve Parkinson, alternate member, to fill the vacancy, reappointing Robert Browning as regular member, and appointing Karece Thompson as an alternate member to fill the vacancy created by Steve Parkinson's appointment.

RECOMMENDATION: Approve and consent to the Mayor's appointment of Steve Parkinson as a regular member of the Planning Commission with a term expiring February 2018, and the reappointment of Robert Browning with a term expiring February 2022 and the Mayor's appointment of Karece Thompson as an alternate member of the Planning Commission with a term expiring February 2022, and authorize the Mayor's signature to any necessary documents.

**\*\*COUNCIL MEETING ADJOURN\*\***

Dated this 1<sup>st</sup> day of February, 2017.

/s/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 RESOLUTION 2017R-01**

A RESOLUTION APPOINTING \_\_\_\_\_ AS THE CLEARFIELD CITY REPRESENTATIVE TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH DAVIS FIRE DISTRICT

WHEREAS, Clearfield City is a member of the North Davis Fire District; and

WHEREAS, the bylaws for the North Davis Fire District require one member of the Administrative Control Board to be a resident of West Point City or Clearfield City; and

WHEREAS, that appointment for the resident board member's term beginning January 1, 2017 falls to Clearfield City; and

WHEREAS, pursuant to Utah Code Ann. § 17B-1-304 (6) (2008), the Clearfield City Council has the authority to appoint a registered voter who is a resident of the City to the Administrative Control Board of the North Davis Fire District with proper notice of vacancy; and

WHEREAS, the City has complied with the requirements as set forth by State Law; and

WHEREAS, \_\_\_\_\_ is willing to accept the appointment to said Board.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the appointment of \_\_\_\_\_ as the City's representative on the Administrative Control Board of the North Davis Fire District is hereby approved.

Be it further resolved that the term of office shall be January 1, 2017 through December 31, 2020, subject to all applicable state statutes and city ordinances.

PASSED AND ADOPTED this 7<sup>th</sup> day of February, 2017.

ATTEST:

CLEARFIELD CITY CORPORATION

\_\_\_\_\_  
Nancy R. Dean, City Recorder

\_\_\_\_\_  
Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

# CLEARFIELD CITY RESOLUTION 2017R-02

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

WHEREAS, the County provides animal care and control services through Davis County Animal Services; and

WHEREAS, the City desires animal care and control services from the County to enforce its Animal Control Ordinance; and

WHEREAS, Clearfield City previously entered into an Interlocal Cooperation Agreement with Davis County for Animal Control Services which sets forth the terms and conditions under which said animal control services will be provided and for the payment of the fees due for such; and

WHEREAS, Davis County proposed amendments to the amount of compensation being paid by the City for said services; and,

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

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

DATED this 7<sup>th</sup> day of February, 2017.

ATTEST:

CLEARFIELD CITY CORPORATION

\_\_\_\_\_  
Nancy R. Dean, City Recorder

\_\_\_\_\_  
Mark R. Shepherd, Mayor

### VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 1”) is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the “County”), and Clearfield City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

**RECITALS**

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-284 (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City’s 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ 105,490
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ \$11,500
	Total Revenues:	\$504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547
		- \$504,429
		\$1,591,118
Combined Cities’ 50% Obligation:		\$1,591,118
		x 0.50
		\$795,559
Average of the City’s Total Billable Calls for 2015 and 2016:		1,274.50
Average of Combined Cities’ Total Billable Calls for 2015 and 2016:		10,604
The City’s 2016 Usage Rate:		1,274.50/ 10,604 12.0196%

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2017 Calendar Year Obligation to the County:		\$95,623.01

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for  
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	74
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$1,905.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for  
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	12.0196%
The City's 2017 Calendar Year Obligation to the County:	\$6,755.02

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p>  <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p>  _____ Davis County Clerk/Auditor Date: _____ <p>APPROVED AS TO FORM AND LEGALITY:</p>  _____ Davis County Attorney's Office Date: _____	<p>CLEARFIELD CITY</p>  <p>By: _____ Mayor Date: _____</p> <p>ATTEST:</p>  _____ City Recorder Date: _____ <p>APPROVED AS TO FORM AND LEGALITY:</p>  _____ City Attorney Date: _____
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