CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
December 05, 2023 - WORK 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.

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Discussion of an Interlocal Agreement with Davis County for 3rd Quarter Sales Tax Funding for the Depot Street and 1450 South Extension

Discussion of the 500 West (1st Street) Connection to D Street

Council Initiative Branding Update – Logo Feedback

Communications Update on the Four Council Initiatives

Discussion of the Interlocal Agreement for Joint Emergency Management Services with Clinton and West Point

Training on the Open and Public Meeting Act and Review of Council Rules of Order

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

*****ADJOURN THE CITY COUNCIL WORK SESSION*****

Dated this 30th day of November 2023.

/s/Chersty Titensor, Deputy 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 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - www.utah.gov/pmn/, the Clearfield City Website - clearfield.city, and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy Dean at Clearfield City, Nancy.dean@clearfieldcity.org & 801-525-2714.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: November 28, 2023

SUBJECT: Interlocal Agreement with Davis County for 3rd Quarter Sales Tax funding for the Depot Street and 1450 South Extension

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RECOMMENDED ACTION

Approve the agreement as drafted

DESCRIPTION / BACKGROUND

In an effort to better afford the construction of the Clearfield Station Transit-Oriented Development, staff applied for funding from Davis County's program dedicated for funding necessary transportation projects. The application was successful and the city is awarded $6,000,000 conditional upon the completion of the right-of-way purchases. At the time of the staff report, there are only 2 more properties pending.

The funding is issued in lump-sum reimbursements, and the city has already spent that amount on these streets.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The Clearfield Station will provide a viable, economic hub for the city through multiple means of transportation and commerce. Davis County sees this vision and is invested in contributing to the community.

HEDGEHOG SCORE

21

FISCAL IMPACT

$6,000,000 revenue. Upon awarding the money in 2022, it was intended to be $4,000,000 the first year and $2,000,000 the next. Due to the later agreement timeframe, the full $6,000,000 is available right away.

ALTERNATIVES

SCHEDULE / TIME CONSTRAINTS

There is a 2 year window for receiving reimbursement under this contract. The city has spent the money and is therefore eligible for reimbursement as soon as the two remaining property owners sell the right-of-way.

LIST OF ATTACHMENTS

- Clearfield – Depot St Third Quarter Grant Contract (11.22.33)

INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this "Agreement") is made and entered into by and between Davis County, a body corporate and politic and legal 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 or may be solely referred to as a "Party" herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified as the Effective Date at Utah Code Title 11, Chapter 13, as amended (the "Act"), are authorized to enter into in this Agreement; and

B. WHEREAS, Utah Code Section 59-12-2217 (2020, as amended), regarding county option sales and use tax for transportation, provides the opportunity for a council of governments and the local county legislative body to prioritize and approve funding for transportation projects that are included in the area's Regional Transportation Plan; and

C. WHEREAS, the Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County Legislative Body to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about May 23, 2022, requested the cities located within Davis County, the Utah Department of Transportation ("UDOT'), and the Utah Transit Authority ("UTA") to submit applications for a limited portion of the County's 2022 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about June 30, 2022, submitted a *Davis County 3rd Quarter Funding Application* (the "Application") to the County for the Clearfield Station Transit Oriented Development (the "Project"), a copy of the Application is attached hereto as Exhibit A and incorporated herein by this reference (Pages 8 and 9 of the Application contain a Project cost estimate spreadsheet titled "Depot Street to 1450 South Extension & SR-126 Intersection Improvements" (the "Project Cost Estimate"), which is attached hereto as Exhibit B and incorporated herein by this reference); and

F. WHEREAS, the COG approved the Application on October 19, 2022, and subsequently sent a recommendation to the Davis County Legislative Body requesting approval of the Application; and

G. WHEREAS, the Application was approved by the Davis County Legislative Body on December 6, 2022; and

H. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

I. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City's Duties, Obligations, Responsibilities, or Otherwise.

   a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association ("APWA") standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application, not to exceed $6,000,000.00, but only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and

c. The City completes right-of-way purchases for the proposed Depot Street alignment and both State Street intersections at Station Boulevard (1150 South) and Depot Street (1450 South) as required to fully connect the development's Depot Street to the existing Depot Street from the north and 1450 South at State Street, and to fully construct the proposed intersections on State Street.

3. Effective Date of Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate upon the completion of the Parties obligations under this Agreement. In no event may the term of this Agreement exceed fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either Party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

To the City:	To the County:
Clearfield City Attention: City Manager 55 S State St Clearfield, UT 84015	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025

7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, or the negligent acts or omissions of the City or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, which, as of the Effective Date, is codified at Utah Code Title 63G, Chapter 7, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Utah Code Section 11-13-202.5 (2016, as amended). This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Utah Code Section 11-13-202.5 (2016, as amended). This Agreement shall be filed with the keeper of records of each Party in accordance with Utah Code Section 11-13-209 (2002, as amended).

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, or claim arising out of, in connection with, or relating to this

Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]

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

CLEARFIELD CITY

_____
Mayor
Dated:_____

ATTEST:

_____
Clearfield City Recorder
Dated:_____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Clearfield City Attorney
Dated:_____

DAVIS COUNTY

_____
Chair, Davis County Board of Commissioners
Dated:_____

ATTEST:

_____
Davis County Clerk
Dated:_____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Davis County Attorney's Office, Civil Division
Dated:_____

EXHIBIT A

Davis COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:	Date: 6/29/2022

v 2022

APPLICATION INFORMATION

Project Sponsor:	Clearfield City		
Contact Person:	JJ Allen	Title:	City Manager
Address:	55 S. State Street	ZIP:	84015
Phone:	801-525-2788	Mobile:	801-920-0980
Email:	jj.allen@clearfieldcity.org		

PROJECT INFORMATION

Project Title:	Clearfield Station Transit-Oriented Development
Project Location:	1250 State Street, Clearfield, UT 84015

(A location map with aerial view must be attached)

Facility Length:	1.1	Jurisdiction	State Owned	Yes	Locally Owned	Yes	Multiple (List Other Agencies)	UTA, UDOT

Brief Project Description:

(Attach conceptual plans if available):

The Clearfield Station Transit-Oriented Development is a 50+ acre residential and commercial hub improving the livability of the the community by providing 1000 residential units, 67,000 sf of commercial space, up to 600,000 sf of office space, and various transportation facilities. The development will feature the UTA Frontrunner Station, bus connections, active transportation trails, bike lanes, and nearly 2 miles of roads. 1 mile of these roads will serve as local collectors to provide efficient connections from SR-193 and SR-126 to the UTA Transit Plaza.

Have any public information or community meetings been held? Yes Yes / No

Describe public and private support for the project.

(Examples: petitions, written endorsements, resolutions, etc.):

The project is a collaborative effort between the City, UTA, Stack, and Hamilton Partners. The County has previously committed $1.5 mm for property acquisition, UDOT will help with the SR-126 improvements, GOEO has awarded a matching grant, and the City has bonded for $18.5M–but a large gap remains. A letter of support from NUEA is also attached.

Project Description

Functional Classification - Link	Collector	Is the Project on the RTP highway or Transit Network?	Yes — Regional Transportation Plan - Link
Anticipated year of Project Construction	1 to 5 years	Time Period for Right-of-Way Acquisition	Less than 1 year

		Existing	Projected	
Roadway	Average Daily Traffic - Link	0	2900	Projected Traffic - Link
Transit	Transit Current Daily Ridership by Route	735	1400	*Opening Day - Anticipated Daily Ridership*

Provde Source of Ridership numbers: UTA projections from their economic development department

Scope of Work *(Attach conceptual plans if available):*

The city is installing the roads and utilities necessary to accommodate the growth planned in the master development agreement. The master plan is to continue Depot Street (north of the development) southward from SR-193 to run adjacent to the Frontrunner Station, then bend eastward to cross 1000 East and connect to 1450 South. The two roads combine for a total length of 1 mile. 1450 South and Station Boulevard will each connect to SR-126 using signalized intersections, and the 1000 East/SR-126 intersection will be barriered to create a right-in/right-out situation for 1000 East.

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

These streets will provide vital bus routes for the station, dedicated bike lanes separate from the vehicular traffic, innovative storm water quality features to protect waters of the state, and drought-tolerant landscaping.

How many Jurisdictions are Collaborating on this project? 4

Describe the nature of the Collaboration

Note; Collaborating is significantly more than a letter of support, and includes financial obligations to the project from each jurisdiction collaborating.

In addition to the City/UTA partnership, UDOT has been heavily involved in the design of the transportation network and has committed an in-kind contribution, and Davis County has previously been a vital contributor to ensure the procurement of the property needed. Most recently, GOEO has awarded a Redeveloping Matching Grant for the project.

Describe any project work phases that are currently underway or have been completed.

The project has been designed and construction is underway. Construction has included demolition, grading, and water utility installation to this date. Much of the full project scope is not included in the current contract, due to insufficient funding.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The property for Station Boulevard, and the majority of Depot Street have been dedicated to the city through a subdivision dedication plat. The property for the northern leg of Depot Street has been verbally committed and the southern leg property is being acquired through the mediation process currently.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way) — **Yes** — **Yes/ No/ NA**

$1.5 million of Davis County's 3rd quarter sales tax from 2020 has been allocated to pay for the property acquisition, with the rest of the cost of the project being covered from the $18.5 million bond.

Efforts to Preserve the Corridor
((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved): 75 to 100 %

Project Details

Access to Opportunities

Link for "Access to Opportunities" - Reference Interactive Map

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.	What is the Color for the Employment Intensity?	Blue	What is the Color for the Residential Intensity?	Blue

If Intensity or destination is planned, applicant must provide documentation e.g., zoning, developer agreement(s).

To which of the Following Does the Project Improve Access. *(Select All that Apply)* *Some have been identified on the map*								
	Community Center	Yes	Vulnerable Community	No	Elementary School	No	Library/ City Center	No
	Grocery Store	No	Trails/ Parks	Yes	Junior High School	No	Other Retail	Yes
	Core Transit Station	Yes	Higher Education	No	High School	No	Other Services	Yes
							Office Buildings	

To what extent does the project fill a gap or complete a connection?	The project completes the connection between Depot Street and 1450 South. This connection provides means for transit users to travel in any direction from the station.

Which of the listed Safety Improvements will be included with this project						
	Sidewalks/ Path	Yes	Shoulders/ Curb & Gutter .	Yes	Lighting/ Visibility	Yes
	Bike Lanes	Yes	Adequate Turn Lanes	Yes	Access Control	Yes
	Intersection Geometry	Yes	Removal of Roadway Obstructions	Yes	ADA/ Crosswalk	Yes
	Signals/ Signs	Yes	Center Lane or Raised Median	Yes	Other . .	

Discuss the safety improvements that are included in this project.	To better protect the level of service and safety of SR-126, the intersection at 1000 East (a very acute angle) will be altered to only allow right-in/right-out from 1000 East. This is necessary with the addition of the Station Blvd and 1450 South intersections.

Estimated delay reduction *(Vehicle Hours)* *(Provide documentation)*	105	Project Safety Index from UDOT Traffic and Safety Data (2015-2017)	2	Recreational Opportunities Associated with Project - Link	How many access management improvements are included? *(Provide documentation)*	0
Estimated reduction in vehicle miles traveled. *(Provide documentation)*	88	Total number of crashes on this facility or parallel roadway during the three years	26	How many signal phasing, timing, and other improvements are included *(Provide documentation)*	7	Number of Intelligent Transportation System (ITS) elements included *(Provide documentation)*	7
Number of Intersection Improvements? *(Provide documentation)*	19	Other Project Benefits not yet listed?				

Project Implementation Information

Project phases included in funding request:		**Project Cost and Contributions:**		
No	Planning Activities	$ 10,300,000.00	Total Estimated Project Cost	
No	Project Development & Environment Study	$ 8,000,000.00	Davis County 3rd Quarter Funding Request	
No	Preliminary Engineering/ Final Design Plans	$ 2,000,000.00	Local Funds	**Eligible Match**
Yes	Construction	$ 300,000.00	In-Kind Donations *(Dollar Value)*	
Yes	Construction Engineering & Inspection		Other Funding Contributions	

** **NOTE** ** A minimum of 20% match is required

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed.

(A Separate Detailed Project Cost Estimate Must be Attached to this Application.)

Planning Activities	$	-	*(enter estimate)*
Project Development & Environment Study	$	-	*(enter estimate)*
Preliminary Engineering/ Final Design Plans	$	-	*(enter estimate)*
Right of Way	$	-	*(enter estimate)*
Construction	$	7,250,000.00	*(enter estimate)*
Maintenance of Traffic (MOT)	$	-	*(enter estimate)*
Mobilization	$	680,000.00	*(enter estimate)*
Subtotal	$	7,930,000.00	
Contingency (15 % of Subtotal)	$	1,189,500.00	
Utilities	$	-	*(enter estimate)*
Miscellaneous	$	-	*(enter estimate)*
Total Construction Cost	$	9,119,500.00	
Construction Engineering & Inspection (CEI) (13% of Total)	$	1,185,535.00	*(enter estimate)*
Other (Describe) _____	$	-	*(enter estimate)*
Total Project Cost	$	10,305,035.00	

Project Notes

The city is requesting $4,000,000 per year for two years for a total of $8,000,000. The $2,000,000 match from the city is part of a $18.5 million bond. The $300,000 is UDOT's donation of supplies to contribute to the intersections in SR-126.

June 29, 2022

RE: Clearfield Station Funding

To Whom It May Concern:

It is our understanding that with recent cost escalations there is a gap in completing the infrastructure for the Clearfield Station Project.

Along with the mixed-use development we are keenly interested in the Class-A office space that will be part of this important project. With the proposed 500,000 SF of Class-A office, this will provide significant real estate for companies expanding and growing in northern Utah. We wholeheartedly support this project as a job creation center in our region.

We respectfully request that the Davis COG will consider assisting by closing the gap for key infrastructure-funding for this project.

Best regards,

Chris Roybal
President

Commissioner Bob Stevenson
Davis County
Co-Chair

Commissioner Gage Froerer
Weber County
Co-Chair

Chris Roybal
Northern Utah Economic Alliance
President

Board Members

Theresa Foxley
Economic Development
Corporation of Utah (EDCUtah)

Mayor Mike Caldwell
Ogden City

Cameron Cook
Boyer Company

Cari Fullerton
Bank of Utah

Ki Ho Kang
Kihomac

Rhett Long
Private Consulting

Slade Opheikens
R&O Construction

Mayor Joy Petro
Layton City

Taylor Woodbury
Woodbury Corporation

Kerry Wahlen
Golden West Credit Union

Senator Stuart Adams
Utah State Senate

Senator David Buxton
Utah State Senate

President Darin Brush
Davis Technical College

President Brad Mortensen
Weber State University

President Jim Taggart
Ogden-Weber Technical College

Ryan Starks
Utah Governor's Office of
Economic Development (GOED)

Representative Brad Wilson
Utah House of Representatives

Northern Utah Economic Alliance
p: 801-455-5690 | NUEA.org | e: chris@nuea.org

Public Works
55 South State Street
Clearfield, Utah 84015
Phone: 801-525-4419

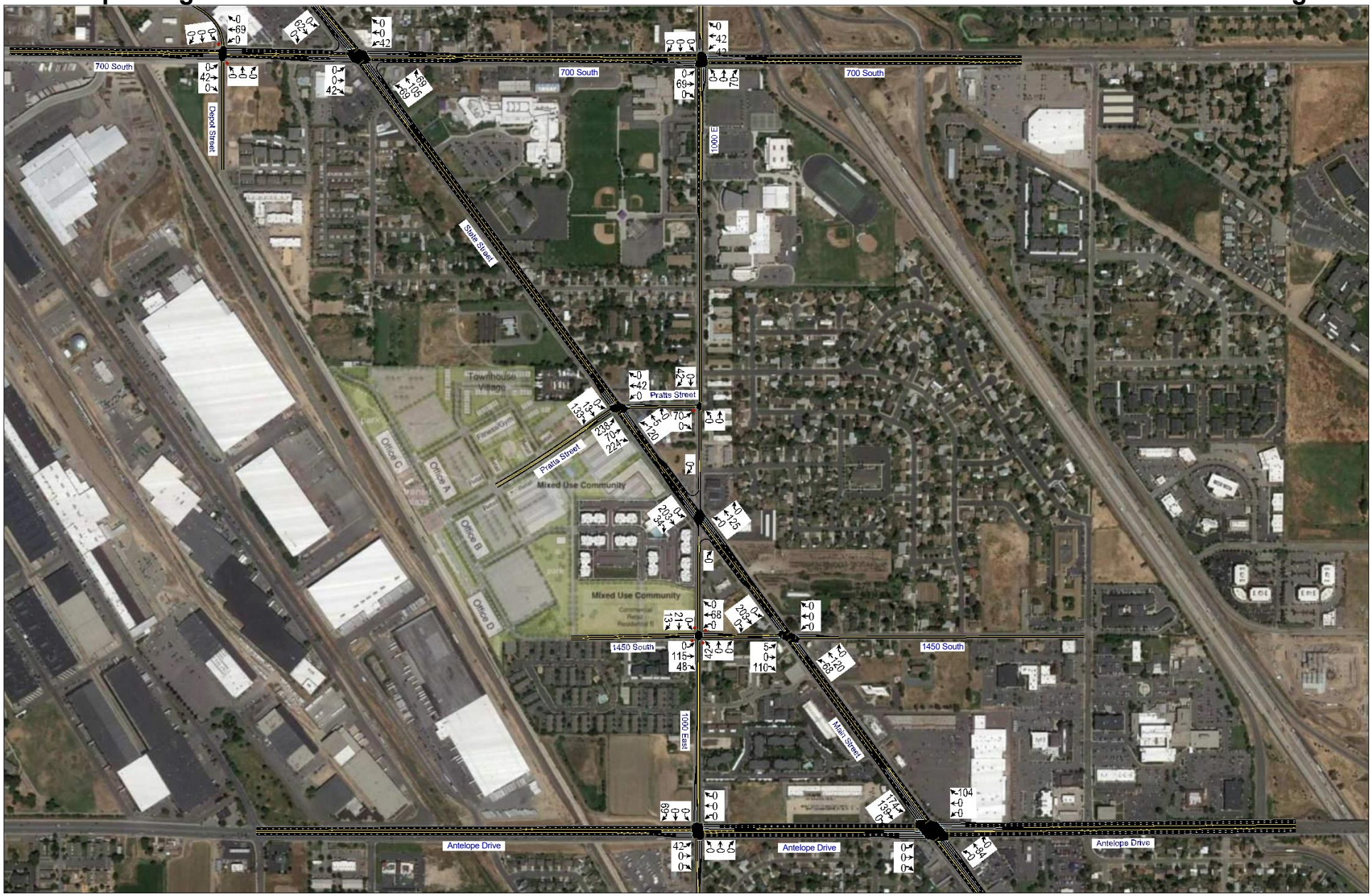
Depot Street

1150 S State St. Intersection

1450 South

Clearfield Stack TOD TIS
2040 Trip Assignment

Evening Peak Hour
Figure 6



Hales Engineering
1220 North 500 West, Ste. 202 Lehi UT 84043

801.766.4343
02/11/2020

Clearfield City
we've got it made

Public Works
55 South State Street
Clearfield, Utah 84015
Phone: 801-525-4419

June 17, 2020

Clearfield City
55 South State Street
Clearfield City, Utah 84015

Attn: Wayne Bennion
Wasatch Front Regional Council
295 N Jimmy Doolittle Road
Salt Lake City, UT 84116

RE: REQUEST FOR FUNCTIONAL CLASSIFICATION CHANGES

Dear Mr. Bennion,

Clearfield City is teaming with the Utah Transit Authority (UTA) in the design phase of a large Transportation-Oriented Development at the Clearfield UTA Frontrunner Station west of the intersection at State Route 126 (State Street) and 1000 East. To accommodate the large anticipated residential and commercial growth, we would like to request the Utah Functional Classification Map be amended to include the following two roadways as they make a connection:

<u>Depot Street</u>

Depot Street currently intersects with State Route 193 (700 South) and heads south till it ends 450 feet short of the Clearfield Station. For better connectivity of the future residents, workers, and transit users, we would like to include Depot Street as a Minor Collector from SR-193 to the Clearfield Station and 1450 South (see map provided).

Roadway Extents: State Route 193 to UTA Clearfield Station
Proposed Roadway Classification: Minor Collector
Length: 4,445 ft.
AADT: 2000
Number of Lanes: 2
Speed Limit: 25 mph

<u>1450 South</u>

1450 South currently extends from 1500 East to State Route 126 (State Street) as a residential and

Clearfield City
we've got it made

Public Works
55 South State Street
Clearfield, Utah 84015
Phone: 801-525-4419

commercial roadway. We will be extending it past State Street to 1000 East and on through to the new development and connecting to Depot Street (see map provided). We are currently constructing new culinary water, sewer, and storm drain lines through this section.

Roadway Extents: State Route 126 (State Street) to 1000 East
Proposed Roadway Classification: Minor Collector
Length: 1,860 ft.
AADT: 2700 east of State Street, 2900 west of State Street, 2700 into Clearfield Station
Number of Lanes: 2
Speed Limit: 25 mph

Sincerely,

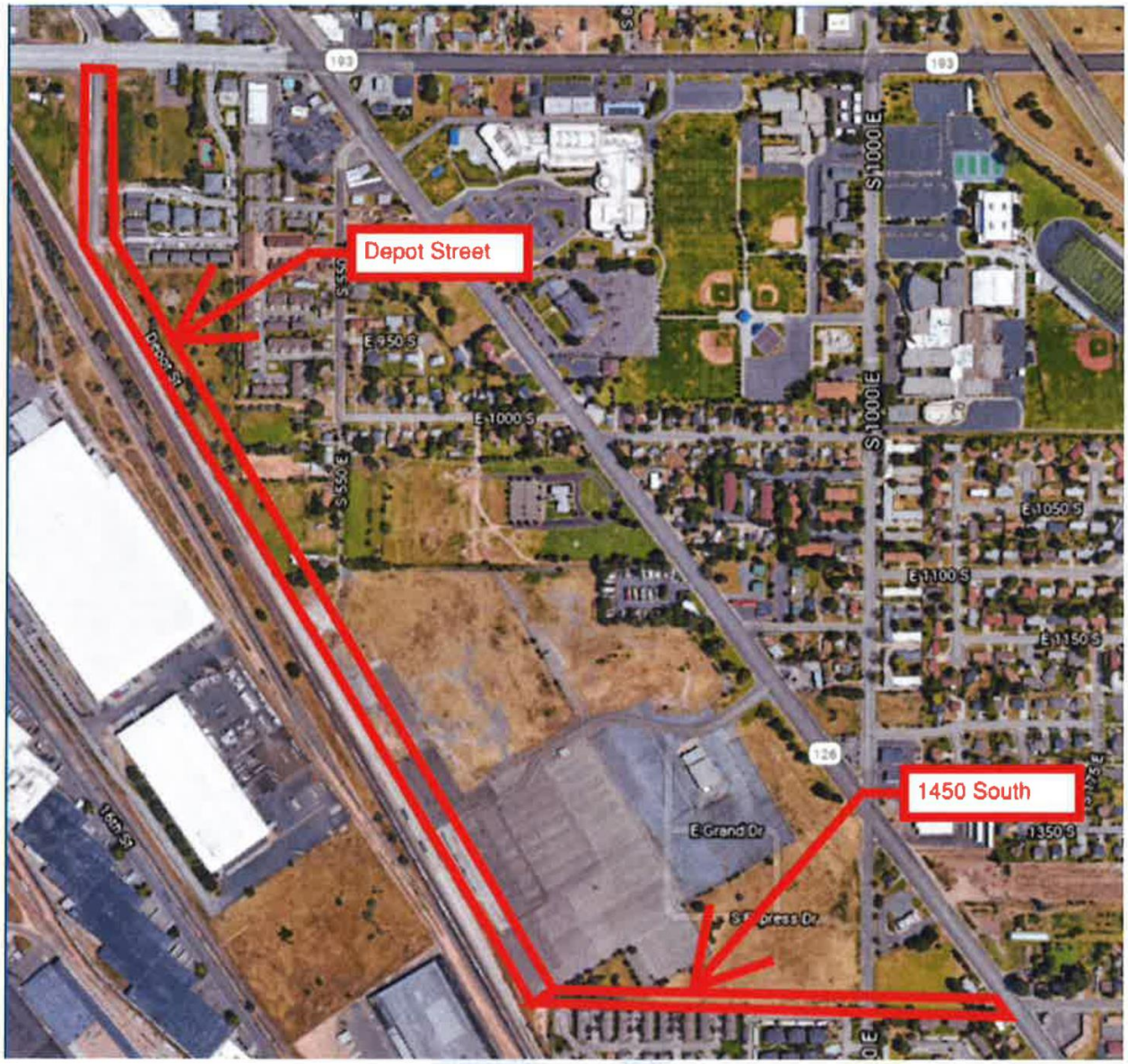
Clearfield City

Mark Shepherd
Mayor, Clearfield City

Public Works
55 South State Street
Clearfield, Utah 84015
Phone: 801-525-4419

Clearfield City
we've got it made

Request for Functional Classification Map



Braden Felix

From: Wayne Bennion <wbennion@wfrc.org>
Sent: Tuesday, June 28, 2022 4:46 PM
To: Braden Felix
Subject: Re: Depot Street Functional Classification

Braden,

As we talked about, the request Clearfield City submitted in June, 2020 for functional classification of Depot Street and 1450 South as minor collectors on the statewide functional classification system was approved.

Wayne

WASATCH FRONT REGIONAL COUNCIL

Wayne Bennion

Director of Short Range Planning

O 801-363-4250 x1112

wfrc.org

On Tue, Jun 28, 2022 at 4:17 PM Braden Felix <Braden.Felix@clearfieldcity.org> wrote:

Thanks,

CENTENNIAL EST. 1922 Clearfield City

Braden Felix, PE

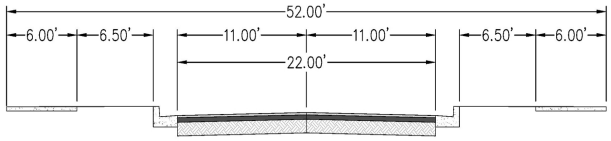
City Engineer/Public Works Deputy Director

55 South State Street

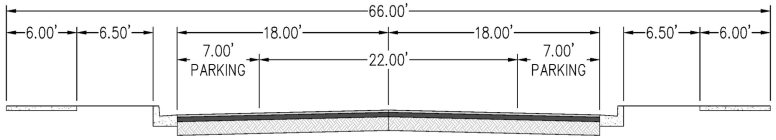
Clearfield, UT 84015

801-525-4401

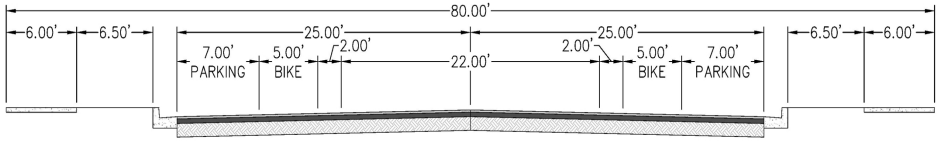
Braden.Felix@clearfieldcity.org



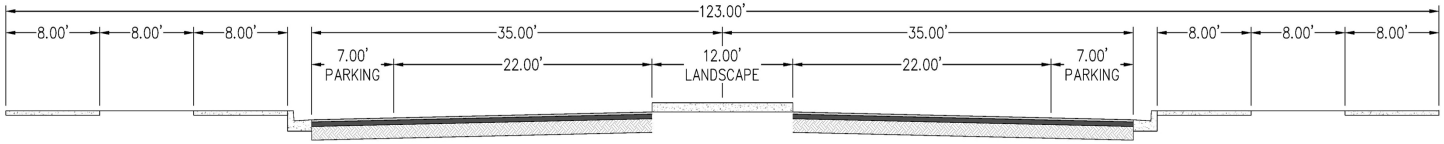
Section A-A
Local Street



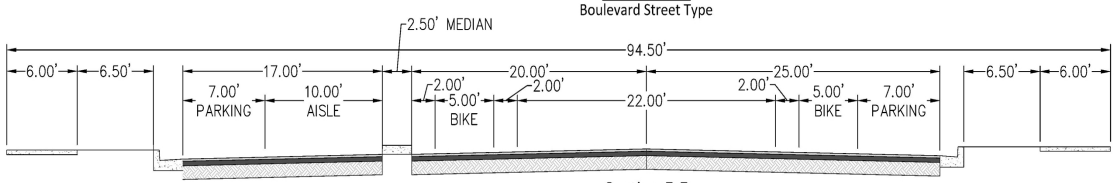
Section B-B
Neighborhood Street Type



Section C-C
Neighborhood Street Type (with bike lane)

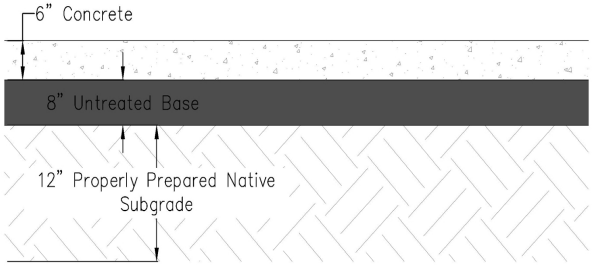


Section D-D
Boulevard Street Type



Section E-E
Kiss & Ride Street Type

Pavement Section
Typical



Heavy Duty Pavement Section
Typical

EXHIBIT - H (2 OF 2) ROAD NETWORK PLAN

CLEARFIELD MDP

PSOMAS
4179 S. Riverboat Rd., Suite 200
Salt Lake City, UT 84123
(801) 270-5777

5/15/2020 10:35 AM U:\6SRF010100\ENGR\DRAWINGS\PRELIMINARY_EXHIBIT H.DWG MICHAEL COOK

HALES ENGINEERING
innovative transportation solutions

Clearfield Stack TOD

Traffic Impact Study

STACK

Clearfield, Utah

June 20, 2020

UT19-1600

LICENSED PROFESSIONAL ENGINEER
NO. 295699
RYAN R. HALES
06/20/2020
STATE OF UTAH

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Stack TOD development located in Clearfield, Utah. The Stack TOD project is located on the west side of SR-126, on either side of Station Boulevard.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways near the site. Future 2025 and 2040 conditions were also analyzed.

The evening peak hour level of service (LOS) was computed for each study intersection. The results of this analysis are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2.

TABLE ES-1
LOS Analysis - Evening Peak Hour
Clearfield - Stack TOD TIS

Intersection	Level of Service (Sec/Veh)[1]									
	Existing (2019) Background	Mitigated Existing (2019) Background	Existing (2019) Plus Project	Mitigated (2019) Plus Project	Future (2025) Background	Future (2025) Plus Project	Mitigated Future (2025) Plus Project	Future (2040) Background	Mitigated Future (2040) Background	Future (2040) Plus Project
Depot Street / 700 South (SR-193)	C (21.3) / SB	D (26.7) / SB	F (>50) / NB	D (28.7) / SB	E (36.3) / SB	D (28.4) / SB	E (38.3) / SB	F (>50) / NB	F (>50) / NB	F (>50) / NB
State Street (SR-126) / 700 South (SR-193)	F (>80)	D (48.5)	F (>80)	D (51.9)	D (55.0)	E (60.2)	D (50.3)	F (>80)	D (47.1)	E (73.3)
1000 East / 700 South (SR-193)	C (22.9)	B (19.3)	B (16.1)	B (17.6)	C (20.3)	B (18.3)	B (18.7)	C (20.9)	C (22.7)	B (14.0)
Pratts Street (Station Bouleverd) / State Street (SR-126)	C (16.6) / WB	C (18.7) / WB	B (14.5)	B (14.9)	C (19.2) / WB	C (20.6)	C (20.8)	D (32.8) / WB	C (23.8) / WB	C (27.1)
Pratts Street / 1000 East	A (4.0) / EB	A (4.5) / EB	A (4.9) / EB	A (5.2) / EB	A (4.2) / EB	A (4.7) / EB	A (5.3) / EB	A (4.9) / EB	A (6.1) / EB	A (5.3) / EB
Station Boulevard / State Street (SR-126)	C (19.2) / EB	D (33.0) / EB	-	-	E (44.7) / EB	-	-	F (>50) / EB	F (>50) / EB	-
Boxcar Drive / Station Boulevard	A (5.2) / NB	A (5.3) / NB	-	-	A (5.1) / NB	-	-	C (19.8) / NB	C (19.6) / NB	-
1000 East / State Street (SR-126)	C (23.8)	C (34.8)	A (2.3) / NB	A (2.4) / NB	D (41.0)	A (2.4) / NB	A (2.5) / NB	E (66.3)	D (44.4)	A (2.5) / NB
1450 South / State Street (SR-126)	B (12.7) / WB	C (17.0) / WB	B (15.1)	B (16.3)	C (19.1) / WB	B (13.2)	B (12.7)	C (23.1) / WB	C (22.3) / WB	B (13.8)
1000 East / Antelope Drive (SR-108)	E (59.6)	D (44.9)	D (37.4)	C (30.4)	D (48.6)	C (28.1)	C (29.2)	E (61.3)	D (46.8)	D (50.1)
Main Street (SR-126) / Antelope Drive (SR-108)	F (>80)	D (54.5)	F (>80)	-	-	-	-	-	-	-
1450 South / 1000 East[2]	-	-	B (10.4)	B (10.9)	-	B (11.2)	B (11.1)	-	-	B (13.5)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
2. This intersection is a project access and was only analyzed in "plus project" scenarios.

Source: Hales Engineering, June 2020

TABLE ES-2
Recommended Storage Lengths
Clearfield - Stack TOD TIS

Intersection	Storage Length (feet)							
	Northbound		Southbound		Eastbound		Westbound	
	LT	RT	LT	RT	LT	RT	LT	RT
State Street (SR-126) / 700 South (SR-193)	300	-	300	-	-	100	250	100
Main Street (SR-126) / Antelope Drive (SR-108)	300	-	300	-	200	100	300	100
1000 East / Antelope Drive (SR-108)	250	-	-	-	-	-	200	-
Station Boulevard / State Street (SR-126)	150	-	-	100	-	-	-	-
1450 South / State Street (SR-126)	100	-	-	-	100	-	-	-

Source: Hales Engineering, June 2020

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- The State Street (SR-126) / 700 South (SR-193), 1000 East / Antelope Drive (SR-108), and Main Street (SR-126) / Antelope Drive (SR-108) intersections are currently operating at an unacceptable LOS during the evening peak hour in existing (2019) background conditions.
    - *Recommendation:* Construct dual left-turn lanes on all approaches of Main Street (SR-126) / Antelope Drive (SR-108)
    - *Recommendation:* Construct separate right-turn pockets on east- and westbound approaches of Main Street (SR-126) / Antelope Drive (SR-108)
    - *Recommendation:* Construct dual left-turn lanes on north- and southbound approaches of State Street (SR-126) / 700 South (SR-193)
    - *Recommendation:* Increase cycle length to 150 seconds for the State Street (SR-126) / 700 South (SR-193), 1000 East / Antelope Drive (SR-108), and Main Street (SR-126) / Antelope Drive (SR-108) intersections
- The development will consist of offices, retail space, a fitness center, and residential apartments and townhomes.
- The State Street (SR-126) / 700 South (SR-193) and Main Street (SR-126) / Antelope Drive (SR-108) intersections are anticipated to operate at an unacceptable LOS during the evening peak hour with project traffic added. This is due to the rerouting of traffic around 1000 East, the background traffic, and the addition of project traffic.
    - *Recommendation:* Widen 700 South (SR-193) to 7 lanes between Depot Street and 1000 East. Remove the channelized islands for the north- and southbound right-turn movements and create shared thru / right-turn lanes on the east- and westbound approaches.
    - *Recommendation:* Construct dual left-turn lanes on the westbound approach of State Street (SR-126) / 700 South (SR-193)
    - *Recommendation:* Construct an innovative intersection, such as a continuous-flow intersection (CFI), at Main Street (SR-126) / Antelope Drive (SR-108)
- All study intersections are anticipated to operate at an acceptable LOS during the evening peak hour in future (2025) background conditions.
- The State Street (SR-126) / 700 South (SR-193) intersection is anticipated to operate at an unacceptable LOS during the evening peak hour in future (2025) plus project conditions.
    - *Recommendation:* Construct separate right-turn pockets for the east- and westbound approaches of State Street (SR-126) / 700 South (SR-193)
- The State Street (SR-126) / 700 South (SR-193), 1000 East / State Street (SR-126), and 1000 East / Antelope Drive (SR-108) intersections are anticipated to operate at

unacceptable levels of service during the evening peak hour in future (2040) background conditions.

- *Recommendation:* Implement WFRC's plan to widen 700 South (SR-193) to 7 lanes for the entire length of the roadway in the study area
- *Recommendation:* Construct dual left-turn lanes on the westbound approach of 1000 East / Antelope Drive (SR-108) and a receiving lane accordingly
- *Recommendation:* Add permissive-protected left-turn phasing to the northbound approach of 1000 East / Antelope Drive (SR-108)
- *Recommendation:* Increase northbound left-turn storage length to 250 feet for 1000 East / Antelope Drive (SR-108)
- *Recommendation:* Decrease slightly the all-red interval on the northbound left-turn phase of 1000 East / State Street (SR-126). This will allow more vehicles to pass through the intersection and decrease the northbound queue.

- The State Street (SR-126) / 700 South (SR-193) intersection is anticipated to operate at an unacceptable LOS during the evening peak hour in future (2040) plus project conditions. This is due to the increase in background traffic, the new intersection configurations, and the addition of project traffic.
  - *Recommendation:* Construct an innovative intersection, such as a CFI, at State Street (SR-126) / 700 South (SR-193)

EXHIBIT B

Interlocal Cooperation Transportation Project Reimbursement Agreement	Version 11/21/2023	Exhibit B Cover Page

Depot Street to 1450 South Extension & SR-126 Intersection Improvements

Item Description	Quantity	Unit	Unit Cost	Total Cost
Mobilizat				
Mobilizat	1	LS	$680,000.00	$680,000.00
Construction	1420	SF	$2.50	$35,512.50
Entrance	5	EA	$150.00	$14,850.00
Gravel Wattle	99	LF	$3.25	$14,170.00
Silt	4360	LF	$136.00	$92,130.00
Fence	88	EA	$18.00	$91,440.00
Inlet	178	EA	$10,710.00	$4,460.00
Straw Bale	3	EA	$4,460.00	$9,204.00
Barrier	1	LS	$4,460.00	$4,460.00
Dike	33	AC	$8,930.00	$294,690.00
Concrete	1	LS	$120,180.00	$120,180.00
Washout	6,217	CY	$1.00	$6,217.00
Temp. Asphalt and Asphalt	15,33	LF	$24.00	$24,408.00
Patching	8	LF	$3.50	$27,440.00
Demolition and Site				
Demolition and site	1,625	EA	$27,440.00	$27,440.00
Site material (1 acres)	1	EA	$12,620.00	$12,620.00
Remove and dispose	6,217	CY	$22,200.00	$22,200.00
Existing Intersection State Street - LF for entire road cross section)	15,33	LF	$7.00	$107,366.00
Remove curb and gutter (State Street)	8	LF	$3.50	$15,620.00
Remove Intersection Signal System (1000 E and State Street)	1,625	EA	$27,440.00	$27,440.00
Park	1	EA	$12,620.00	$12,620.00
Remove and dispose house/structure (excluding asphalt)	1,98	SF	$22,200.00	$22,200.00
Demolition State St.	5	LS	$22,200.00	$22,200.00
Striping	1	LF	$7.00	$107,366.00
Pavement paint (arrow/marking)	15,33	LF	$7.00	$107,366.00
UDOT asphalt (sawcut remove and replace pavement section)	8	EA	$220.00	$15,620.00
Sawcut	71	SY	$0.00	$15,620.00
Intersection	4	LF	$0.00	$15,620.00
Storm drain	2,81	EA	$3.75	$15,620.00
15" Reinforced concrete pipe	1	EA	$151,448.00	$155,240.00
12" Reinforced concrete pipe (1450 S. & State St.)	265	LF	$6,800.00	$12,793.75
Add New Storm Drain Box (1450 S. & State St.)	33	LF	$123.75	$1,650.00
Relocate fire	1	EA	$122.00	$1,650.00
Sidewalk	10	EA	$1,500.00	$1,500.00
Abandon 8"	2	EA	$9,650.00	$9,650.00
Water	1690	LF	$750.00	$18,590.00
Center median (2' width - 1000 E)	850	SF	$25.00	$21,250.00
Curb and Gutter	1750	LF	$33.00	$52,500.00
Sidewalk	8400	SF	$8.00	$67,200.00
Landscape	1000	SF	$33.00	$33,000.00
Restoration	1	LS	$45,360.00	$45,360.00
Park Strip Landscape State St. (Station to 1000 E)	16	EA	$4,170.00	$4,170.00
ADA ramp	5	EA	$6,200.00	$6,200.00
Drive approach	1	LS	$22,530.00	$22,530.00
Traffic control	1	LS	$104,200.00	$104,200.00
2" retaining wall	160	LF	$48.50	$53,600.00
Subdivision				
Temporary Striping w Temp Barrier	1	LS	$160.00	$160.00
Relocation	17,60	SY	$48.50	$53,600.00
Heavy duty asphalt (6 in asphalt, 8 in base course, 10 in borrow)	0	SF	$16.00	$104,200.00
Heavy duty concrete pavement (8 in PCC, 10 in base course)	7,350	SF	$13.50	$99,225.00
Pavement paint (arrow/marking)	35,10	LF	$8.00	$64,000.00
Concrete sidewalk (5 in PCC, 5 in base course)	0	EA	$3.35	$28,000.00
Signage	13,20	EA	$22.00	$28,000.00
Stamp and gutter	0	LF	$750.00	$337,600.00
Rock mulch for detention basins	8,80	SF	$27.00	$4,620.00
Site road grading	0	AC	$1,200.00	$14,000.00
Fencing (remove and replace)	4,00	LF	$3.50	$374,400.00
Fire Access (2 Bollards w/ Chain and Sign)	0	EA	$39.00	$28,275.00
	7,25		$1430.00	$1,430.00
	12			

6' Chainlink w/ Privacy Slats	140	LF	$ 55.00	$ 7,700.00
ADA ramps	20	EA	$ 4,170.00	$ 83,400.00
Depot Street Type Q Curb	635	LF	$ 42.00	$ 26,670.00
Depot Street Median Sidewalk	770	LF	$ 40.00	$ 30,800.00
Import of fill material	13,500	CY	$ 6.00	$ 81,000.00
18" Reinforced concrete pipe	984	LF	$ 85.00	$ 83,640.00
24" Reinforced concrete pipe	2,748	LF	$ 126.00	$ 346,248.00
36" Reinforced concrete pipe	75	EA	$ 5,014.00	$ 376,050.00
4' Storm drain manhole	0	EA	$ 5,298.50	$ 0.00
5' Storm drain manhole	3	EA	$ 8,142.00	$ 24,426.00
6' Storm drain manhole	6	EA	$ 15,182.00	$ 91,092.00
7' Storm drain manhole	0	EA	$ 1,400.00	$ 0.00
1.5X4 Storm drain catch basin	15	EA	$ 3,040.00	$ 45,600.00
2x2 Storm drain catch basin	2	EA	$ 4,110.00	$ 8,220.00
3x3 Storm drain catch basin	2	EA	$ 3,040.00	$ 6,080.00
4X6 Storm drain combo	2330	CY	$ 10.00	$ 23,300.00
Office	43	CY	$ 600.00	$ 25,800.00
Office	7	EA	$ 1,000.00	$ 7,000.00
Office	78	EA	$ 707.00	$ 55,146.00
Storm drain	1	EA	$ 32,022.00	$ 32,022.00
Hydrodynamic Separator			$ 2,500.00	$ 2,500.00
Feedline				
36" Flared end section	127	SF	$ 240.00	$ 30,480.00
18" Flared end section	1,445	SF	$ 470.00	$ 679,150.00
24" Flared end section	5,400	SF	$ 250.00	$ 1,350,000.00
24" Dome Grate			$ 20.00	$ 108,000.00
4"x12"x8 cm Brick Pavers	240	EA	$ 263.00	$ 63,120.00
Shrub	168	EA	$ 6.00	$ 1,008.00
Spillway w Riprap	5	EA	$ 830.0	$ 4,150.00
Ornamental Grass	122	EA	$ 650.0	$ 79,300.00
Boulde	235	CY	$ 170.0	$ 39,950.00
Topsoil – Planting area 12" depth	13,737	SF	$ 3.5	$ 48,109.50
Rock Mulch – 2" Small Cream Ripple	6,93	SF	$ 60.0	$ 415,800.00
Rock Mulch – 3" Medium River Rock	40	EA	$ 650.0	$ 26,000.00
Tree	700	EA	$ 62.50	$ 43,750.00
Shrub	75	EA	$ 56.0	$ 4,200.00
Ornamental Grasses	800	CY	$ 30.0	$ 24,000.00
Topsoil – Bed	20,000	SF	$ 2.50	$ 50,000.00
Rock Mulch 2" rock-mulch 3" depth	40	EA	$ 600.0	$ 24,000.00
Boulders	15	EA	$ 660.0	$ 9,900.00
Irrigation – Pipe	2000	SF	$ 2.50	$ 5,000.00
Total				$7,685,532.75
15% contingency and construction management				$1,152,829.91
Total Cost				$8,838,362.66
City Match				$1,767,672.53
Total Request				$7,070,690.13
Annual Request for 2 years				$3,535,345.06

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: JJ Allen, City Manager

MEETING DATE: December 5, 2023

SUBJECT: 500 West (1st Street) Connection to D Street

RECOMMENDED ACTION

Discussion only

DESCRIPTION / BACKGROUND

The new 500 West connection into Freeport—which currently dead-ends at C Street due to barricades that have been placed on private property—has had a complicated and frustrating history in its brief existence. One of the primary challenges is that ingress / egress for the Davis School District (especially for their bus drivers) is particularly problematic. This is due to two related factors: a) the new 500 West does not provide access into the Freeport network of private streets, and b) the Antelope Drive / 3rd Street intersection is no longer signalized. Consequently, bus drivers are instructed to not turn left coming out of Freeport (onto Antelope Drive from 3rd Street), and school bus traffic patterns and drive times have been impacted significantly.

In a recent meeting with the Davis School District (DSD), staff presented again the possibility of extending 500 West further to the north—along the 1st Street alignment—to connect with D Street (see the blue line in the attached image). This connection would provide DSD vehicles a direct and unimpeded connection with Antelope Drive to and from their complex of facilities in Freeport. DSD Superintendent Dan Linford and his team were enthusiastic about the potential project.

A key advantage to this approach is that the City would not need to acquire right-of-way from any other private property owner. The new street extension could be located on existing Clearfield City property (the northeast edge of the detention basin property). A small piece from the DSD parcel at D Street might also need to be dedicated as right-of-way, but DSD appears to be a willing and eager partner in this proposed project.

The primary beneficiary of this project would be DSD, though others could access the new street via D Street, which is a narrow private street. That said, because D Street is so narrow and infrequently used, this connection may not be feasible for some types of traffic (e.g. large semi trucks). This new section of 1st Street would not resolve the larger problems (for property owners and tenants in the Freeport West area) of their private street network, but it would provide another possible connection to a public street with signalized access to Antelope Drive.

City staff feel that pursuing this project is a responsible step to take to address the existing challenges, especially in partnership with the DSD.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy
- Providing Quality Municipal Services

The new section of street would enhance the City's transportation network, which is an aspect of livability. Moreover, it would provide a higher level of service to the Freeport West area, better supporting the local economy (the businesses and workforce in that area).

HEDGEHOG SCORE

22 (High Value)

FISCAL IMPACT

This project is not in the FY24 budget, but it has become a high priority because of the problems that have come up. Because we have not designed the project, we don't have a cost estimate (we're guessing around $1.5M). That said, DSD Superintendent Dan Linford and his team have indicated their support for financial participation in the project, though it should be noted that the School Board would need to take that into consideration and grant approval. In addition, some "3rd Quarter" grant funding remains from the 500 West project, which we believe would be available to allocate to this project. If the Council directs staff to pursue this project and begin design, a budget amendment would become necessary. The City's portion of funding would come from Class C or other transportation revenues, which could impact the timing of other street projects. The total cost and the cost sharing details with the DSD would need to be worked out in the near future. It should also be noted that the proposed project would add to the City's inventory of street surface to maintain (plowing, asphalt repairs, etc.).

ALTERNATIVES

- Connect via C Street street to 3rd Street (which is also a private street). The owners of property along this section have not been supportive of C Street being a primary travelway, so this would in all likelihood require the use of eminent domain. The project would be slow and expensive to accomplish. Moreover, if the owners of 3rd Street were to choose to place barriers along their property lines, the project would have accomplished no good at all.

- Do nothing and leave solving the private street problem to the various property owners and tenants in the Freeport West area.

SCHEDULE / TIME CONSTRAINTS

If Council directs staff to begin design of the project, and if we make it the top priority, it might be possible to get the new section of street constructed before school starts in August 2024. However, that would be a very aggressive and optimistic timeline.

LIST OF ATTACHMENTS

- 1st Street extension (from C Street to D Street)

500 West (1st Street) Extension – C Street to D Street

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Shaundra Rushton, Communications Manager

MEETING DATE: December 5, 2023

SUBJECT: Council Initiative Branding Update

RECOMMENDED ACTION

Give direction to the Communication Department on which logos and slogans you like. Gain understanding on what design elements fit council's vision for Downtown and Economic Development branding.

DESCRIPTION / BACKGROUND

The Communication Department has been working on the four council initiatives selected in February of 2023. One of those initiatives selected was 'outsourced branding projects – specifically branding Clearfield's downtown and Clearfield's economic development. Communications held research meetings with internal staff and some council members to determine key message points and design elements. Communications then researched and selected an external marketing agency to handle the two branding projects. 360 Marketing was selected during the summer and began work on the project in August.

Communications and 360 Marketing narrowed down logo designs and slogan ideas. Communications sought council's input on them during the October 24, 2023, work session. Council indicated they were interested in pursuing one overall logo to do a city rebrand with. Communications and the consultant have been working on narrowing down the final logo and are seeking input on the final design from the body.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

HEDGEHOG SCORE

NA

FISCAL IMPACT

The cost of the two branding projects is a combined $100,000, $50,000 dedicated to each one.

ALTERNATIVES

If council feedback indicates the logo insufficiently meets the design needs of the projects, then Communications and 360 Marketing will incorporate feedback and bring back more designs until a preferred one is selected.

SCHEDULE / TIME CONSTRAINTS

Council initiatives are selected for one year and then the body will need to decide if they wish to continue working on the project. Council will need to discuss this project again in 2024 to decide if they would like Communications to keep working on this as one of their four allocated initiatives.

LIST OF ATTACHMENTS

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STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Shaundra Rushton, Communications Manager

MEETING DATE: December 5, 2023

SUBJECT: Communications update about the four council initiatives

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RECOMMENDED ACTION

N/A - Educational

DESCRIPTION / BACKGROUND

The Communication Department has an allotted four council initiatives to focus on each year on top of their day-to-day responsibilities. These initiatives have a combined $15,000 budget and a maximum of 5 hours per week (195 hours) of allotted staff time.

City Council selected the four initiatives at the end of February, 2023. Those four initiatives were:

1. Support local businesses
2. Management of outsourced branding projects
3. Plane program
4. Bridge party

Communications will be reporting on the work they've done on the projects to date.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

HEDGEHOG SCORE

FISCAL IMPACT

These initiatives have a combined $15,000 budget and a maximum of 5 hours per week of allotted staff time. The branding project was given an additional $100,000 to be spent in FY 24, and the plane program was allocated $50,000 from the council love notes budget to purchase more planes.

ALTERNATIVES

SCHEDULE / TIME CONSTRAINTS

LIST OF ATTACHMENTS

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: JJ Allen, City Manager

MEETING DATE: December 5, 2023

SUBJECT: Joint Emergency Management Services with Clinton and West Point

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RECOMMENDED ACTION

Discussion only in December 5 Work Session; approval recommended in December 12 Policy Session

DESCRIPTION / BACKGROUND

The attached Interlocal Cooperative Agreement for Joint Emergency Management Services is the culmination of discussions over the past couple of years. The idea is simple—on their own, none of the three cities (Clearfield, Clinton, and West Point) warrants its own full-time emergency manager; but why not join forces to hire one together? In the past, the three cities have done their best to provide emergency management services for their respective communities and organizations, but when the responsibility is assigned to a staff member that has a different primary role or who is part-time, the investment tends to be insufficient and inefficient. To that end, this Agreement allows for the sharing of a full-time employee to oversee emergency management responsibilities, as summarized below.

Clearfield will act as the "host city" (or "Employment Agency" as it is referred to in the Agreement), meaning that the emergency manager will be on Clearfield's payroll. Clearfield will also provide the benefits, vehicle, computer, etc. for the position. Clinton and West Point will be involved in the hiring (and firing, if necessary) process and decision making, as well as budget preparation. However, final approval or action in these aspects rests with Clearfield. The cost of the shared program will be allocated to each city based on population (described in Section 4.B of the Agreement), and Clearfield will send invoices to Clinton and West Point, accordingly.

The three cities will also meet at least quarterly to coordinate the emergency management efforts. Some parts of the work will be beneficial to all three cities (e.g. organizing combined trainings and interfacing with other agencies), and other work will be specific to one city (e.g. purchasing emergency supplies as budgeted separately by one of the cities). The Agreement strives to provide the right structural balance so that each of the three cities gets its fair share of benefit from participating in the program. Also, a primary expectation is that the emergency manager will secure (on behalf of the combined three cities) an Emergency Management Performance Grant, which would reduce the total cost allocated to each city.

CORRESPONDING POLICY PRIORITIES

- Maintaining a Highly Motivated and Well-Trained Workforce
- Providing Quality Municipal Services
- Improving Clearfield's Image, Livability, and Economy

This program touches on all three of the Policy Priorities. The emergency manager will play an important role in training Clearfield's employees so that we are prepared to respond when an emergency occurs. And having an organization that is prepared and trained is an important service to the residents of our community, enhancing the livability of the community.

HEDGEHOG SCORE

22 (High Value)

FISCAL IMPACT

We have been estimating the total annual cost of the position / program at about $125k. Therefore, Clearfield's share of a full year would be about $61k. However, other factors will have an impact, including: - EMPG grant award (amount and timing) - The timing of the hire; FY24 will likely be only about 40% of a full year - Who is hired and their actual wage Clearfield's FY24 budget includes about $39k (excluding certain supplies that would not be shared with the other cities). It may become necessary to amend the budget for this program (including on the revenue side, to account for payment by Clinton and West Point), and the FY25 budget will certainly look very different than it has in previous years, due to this change.

ALTERNATIVES

1. Approve the Agreement as has been negotiated and as recommended by staff.
2. Direct staff to negotiate certain revisions with Clinton and West Point.
3. Reject the Agreement and direct staff to revert to filling a part-time position.

SCHEDULE / TIME CONSTRAINTS

All three cities are planning to consider approval of the Agreement in December 2023. If approved, we will move quickly to begin recruiting for the position, hoping to have it filled in February.

LIST OF ATTACHMENTS

- Interlocal Cooperative Agreement for Joint Emergency Management Services

INTERLOCAL COOPERATIVE AGREEMENT
FOR
JOINT EMERGENCY MANAGEMENT SERVICES

This Interlocal Cooperation Agreement ("Agreement") is entered into this __ day _____ 2023 (the "Effective Date"), by and among **CLEARFIELD CITY**, a municipal corporation of the State of Utah (hereinafter, "Clearfield"), **CLINTON CITY**, a municipal corporation of the State of Utah (hereinafter, "Clinton"), and **WEST POINT CITY**, a municipal corporation of the State of Utah (hereinafter, "West Point"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are dedicated to ensuring the safety of their residents, as well as those individuals traveling through and conducting business within their respective jurisdictions; and

WHEREAS, the Parties acknowledge the need for a professional emergency preparedness plan unique to each jurisdiction to prepare residents in their homes, as well as businesses and community agencies and organizations for any type of emergency, including natural, technological, and human-caused; and

WHEREAS, the Parties acknowledge that pursuant to Utah State Code Ann. §53-2A-1402, each Party shall designate an Emergency Manager to create an emergency preparedness plan and fulfill those additional statutory requirements for said position; and

WHEREAS, the Parties desire to create a single dedicated fulltime Emergency Manager to serve as their joint designee that is a subject matter expert on emergency preparedness and will most benefit the residents of each Party; and

WHEREAS, the Parties believe that planning now—before a disaster—is the best way to improve community resiliency from disaster; and

WHEREAS, the Parties commit to non-discrimination and equitable citizen participation in planning for and responding to disasters; and

WHEREAS, when residents working together with municipalities take responsibility for preparing their families and their communities, the chance of survival and return to normalcy following a disaster is greatly increased; and

WHEREAS, the Parties partner with federal, state, local, private, nonprofit, and community agencies and organizations to educate communities on local hazards and natural disasters and how to prepare for them; and

WHEREAS, the Parties are committed to the equitable disaster relief and recovery services and nondiscrimination to all communities in the event of an emergency or disaster; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(a), *Utah Code Annotated (UCA) 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Definitions

A. Emergency Manager. A single fulltime employee of Clearfield that is funded by the Parties based on a population calculation (see ____) that will ensure legal compliance with all local, state, and federal laws related to providing municipal emergency services required to prepare for, mitigate, and respond to natural, technological, and human-caused emergencies within the Parties' jurisdictional boundaries.

B. Emergency Management Services. Those job duties and functions consistent with creating, monitoring, and improving on each Party's unique needs in providing resources that help protect citizens from the hazards that threaten our communities; including but limited to engaging in mitigation activities, creating preparedness plans, responding to emergencies, and ensuring recovery.

C. Sole Benefit. Time and resources utilized or allocated by the Emergency Manager on a task, program, or duty that is of benefit to a single Party to this Agreement.

D. Sole Party Benefactor. A single Party to this Agreement that solely benefits from a task, purchase, or action taken by the Emergency Manager while performing Emergency Management Services.

2. Purpose of Joint Emergency Management Services and the Emergency Manager

A. Purpose. The Parties agree that the Emergency Manager shall be responsible for planning and leading each of the Parties' respective responses to natural, technological, and human-caused emergencies within the Parties' jurisdictional boundaries.

B. Legal Requirements. The Parties agree that the Emergency Manager will perform, at a minimum, those tasks required to fulfill the emergency management functions required by state and federal laws.

C. Emergency Manager Responsibilities. The Parties agree that the Emergency Manager will have the responsibility for coordinating all components of the individual emergency management programs of each Party, including:

1. Managing resources before, during, and after a major emergency or disaster, by:

    i. Identifying and securing grant funding to strengthen a Party or the Parties Emergency Management Services. It is anticipated that the Emergency Manager will apply for and secure on behalf of the Parties collectively an Emergency Management Performance Grant (EMPG) award, which will serve to partially offset the cost of the Joint Emergency Management Services and the Emergency Manager.

    ii. Taking inventory of personnel and material resources to include the private-sector sources that would be available in an emergency.

    iii. Identifying resource deficiencies and working with appropriate officials on measures to resolve them (e.g., conducting joint or Party-specific trainings, organizing a Community Emergency Response Team "CERT" for each Party or collectively, etc.).

    iv. Developing and carrying out public awareness and education programs (e.g., safety/emergency preparedness fairs, etc.).

2. Conducting activities related to the key components of emergency management, such as:

    i. Coordinating the planning process and working cooperatively with organizations and government agencies (e.g., Federal Emergency Management Agency "FEMA," State of Utah, Davis County, Davis School District, Hill Air Force Base, Utah Department of Transportation "UDOT," Utah Transit Authority "UTA," Union Pacific Railroad, American Red Cross, churches/faith community, etc.)

    ii. Identifying and analyzing the potential impacts of hazards that threaten the jurisdiction.

    iii. Conducting threat/hazard and risk assessments.

    iv. Coordinating a review of all local emergency and disaster related authorities and recommending amendments, when necessary.

3. Coordinating with all partners in the emergency management process, to ensure they:

i. Are aware of potential threats to the community, including establishing a system to alert officials and the public in an emergency or disaster.

ii. Participate in mitigation and prevention activities.

iii. Plan for emergencies and disasters using an all-hazards approach, including establishing and maintaining networks of expert advisors and damage assessors for all hazards.

iv. Operate effectively in emergency situations.

v. Conduct effective recovery operations after a disaster.

vi. Are advised and informed about emergency management activities.

D. Emergency Manager Division of Time.

The Parties agree that the Emergency Manager will have the responsibility of performing duties that are of shared interest to the Parties as well as duties that are of sole benefit to a single Party.

1. Shared / Collective Work. Coordination between the Parties, securing an EMPG grant award and completing any requirements of such a grant, attendance at Davis County or other emergency management meetings, attendance at conferences or other professional development events, the preparation of plans that include significant jurisdictional overlap, and joint trainings and exercises with the Parties' staff are examples of some of the tasks that will be of mutual benefit to the Parties. The Emergency Manager and the Parties' city managers (or their designees within the city manager's office) shall meet no less than quarterly to coordinate and review together the schedule for this shared / collective Work. The Parties understand that especially during the first year of this Agreement, the Emergency Manager will likely be engaged primarily in shared / collective work.

2. Sole Benefit Work. Aside from the time spent on shared / collective work, the Parties agree that the Emergency Manager shall work on sole benefit duties in a manner that is commensurate to the proportional allocation of costs incurred by each Party, as described in greater detail in the Emergency Management Services and Emergency Manager cost allocation formula outlined in Section 4.B.1.i of this Agreement. Specific tasks or assignments benefiting a sole Party shall be coordinated with that Party's city manager (or designee within the city manager's office).

3. Office Hours. To promote equitable in-person interaction between the Emergency Manager and the Parties, the Emergency Manager shall physically

hold office hours out of (or otherwise spend time in) each of the three cities commensurate to the proportional allocation of costs incurred by each Party, as described in greater detail in the Emergency Management Services and Emergency Manager cost allocation formula outlined in Section 4.B.1.i of this Agreement. However, the Parties acknowledge that the Emergency Manager may be working on either shared / collective work or sole benefit work, regardless of the Emergency Manager's physical location on any given day.

3. Employment Status and Management of the Emergency Manager

A. Emergency Manager Employment Agency

1. Clearfield shall be the employment agency of the Emergency Manager.

    i. The Parties acknowledge that from time to time the position of Emergency Manager may be vacant due to circumstances beyond the control of the Parties. In such circumstances, the Parties shall communicate and work together to fill the empty Emergency Manager position in a timely manner.

    ii. Clearfield shall seek participation from and consider all input received from the Parties in the recruitment, interview, selection, and hiring of the Emergency Manager. Upon the hiring and onboarding of the Emergency Manager, an initial meeting with the Emergency Manager and the Parties' city managers (or their designees within the city manager's office) shall be held to clearly establish the initial shared / collective priorities as well as the Parties' respective individual priorities.

    iii. The Emergency Manager shall report to and be directly supervised by the Clearfield City Manager (or designee within the city manager's office).

    iv. Clearfield shall seek participation from and consider all input received from the Parties prior to conducting an annual performance evaluation of the Emergency Manager. At any time, if Clinton or West Point have concerns about the Emergency Manager's performance, they shall promptly report such concerns to Clearfield (irrespective of the timing of the annual performance evaluation). In the case that Clearfield determines that termination of the Emergency Manager is warranted, Clearfield shall inform the Parties of the situation and solicit their input. Nevertheless, the final decision and action regarding terminating employment status shall reside solely with Clearfield.

2. Clearfield shall provide for the wages, benefits, vehicle, computer, phone, office equipment, and professional development for the Emergency Manager.

3. The Emergency Manager will perform all duties pursuant to this Agreement in conformity with the employee policies and practices required by Clearfield.

4. The Emergency Manager will make expenditures in accordance with the purchasing policy of Clearfield.

5. The Emergency Manager shall receive wage increases, benefits, or other such employment changes in accordance with and in a manner the same, or similar to, all other employees of Clearfield.

6. The Emergency Manager shall report to the Parties on work product that benefits or is related to the collective Parties and may report to an individual Party regarding efforts designed specifically for an individual Party.

4. Budget and Fiscal Impact of Joint Emergency Management Services and Emergency Manager

A. Emergency Management Services and Emergency Manager Budget

1. Clearfield is responsible to pass a budget that is sufficient to support the Emergency Management Services and Emergency Manager, as described within this Agreement.

   i. Prior to the adoption of the Clearfield City tentative budget, Clearfield shall present for consideration and feedback a proposed tentative budget for the Emergency Management Services and Emergency Manager to be provided pursuant to this Agreement to the Parties.

   ii. Clearfield shall respect and consider all input from the Parties regarding the proposed budget and strive to achieve unanimity between the Parties prior to submitting the proposed budget to the Clearfield City Council for formal consideration.

2. The Parties acknowledge that Clearfield shall determine the final budget for the Emergency Management Services and Emergency Manager to be provided pursuant to this Agreement.

   i. The Parties acknowledge that the final budget is subject to formal adoption by the Clearfield City Council and may be modified from the tentative budget submitted to the Parties for consideration.

   ii. The Parties acknowledge the potential for mid-year budget amendments. In such situations, Clearfield shall present the proposed amendment to the Parties for consideration and feedback. If the Clearfield City Council approves a mid-year budget amendment, the

additional cost will be accounted for in the Budget Review and Reconciliation process described in Section 4.D of this Agreement, unless otherwise agreed to by the Parties (e.g. for earlier invoicing and payment).

B. Invoice for Annual Emergency Management Services and Emergency Manager Budget

1. After the annual final adopted city budget for Clearfield City, Clearfield shall invoice the Parties their initial amount due based on the following Emergency Management Services and Emergency Manager cost allocation formula:

   i. Proportional Allocation. The Parties agree that the total cost for the EM (including wages, benefits, vehicle, computer, phone, office equipment, professional development and other such expenses related to this position) shall be shared proportionately based on the population data available from the most recent available population estimates of the U.S. Census Bureau, which as of the Effective Date of this Agreement, are reflected as follows:

Proportional Allocation of Costs		
	2022 Population	Percentage of Whole
Clearfield	34,062	49%
Clinton	23,538	34%
West Point	11,892	17%
Total	69,492	

   ii. Potential Grant Offset. The Parties anticipate receiving grant funding on an annual basis, including but not limited to the EMPG. Unless a grant is awarded to/for a sole Party for a specific sole benefit, the Parties agree that grant funding shall be equally applied to reduce all Parties' costs for providing Emergency Management Services (commensurate with the Emergency Management Services and Emergency Manager cost allocation formula).

2. The Parties shall compensate Clearfield within thirty (30) days of having received an invoice pursuant to this Agreement.

C. Sole Party Benefactor Purchases

1. Each Party shall be individually responsible to purchase materials, supplies, city-branded clothing, consumables, equipment, or city-specific training or travel that is intended or determined by Clearfield to be of benefit to a single Party to this Agreement.

2. Sole Party Benefactor purchases shall not be reflected in the Emergency Management Services and Emergency Manager budget.

D. Budget Review and Reconciliation

1. The parties may at any time request and shall timely receive an itemized review of the Emergency Management Services and Emergency Manager budget.

2. Clearfield shall provide a year-end budget report to the Parties that details the budget expenditures or surplus within the Emergency Management Services and Emergency Manager for the previous fiscal year.

   i. When possible, surplus funding should be allocated into the Parties next fiscal year's budget consistent with the Emergency Management Services and Emergency Manager cost allocation formula (see Section 4.B.1.i).

   ii. Budget line items that are in excess of the budgeted amount for any fiscal year shall be reviewed and paid by the Party responsible for or that primarily benefited from, the purchase or act that resulted in the overage. If the Parties cannot agree or determine a Sole Benefactor to the overage, the parties shall be responsible for the balance of the overage in a manner consistent with the Emergency Management Services and Emergency Manager cost allocation formula (see Section 4.B.1.i).

5. Term

This Agreement shall be in effect from the Effective Date until June 30, 2028 (five-years) and shall automatically renew for twelve-month periods in unison with the annual fiscal budget of Clearfield unless otherwise amended by the Parties by mutual written agreement.

6. Consideration

The Parties agree to share in the costs associated with providing Emergency Management Services through an Emergency Manager in accordance with the Emergency Management Services and Emergency Manager cost allocation formula (see Section 4.B.1.i).

7. Mutual Indemnification

The Parties agree and promise to indemnify the other Parties, their officers, agents, officials, employees, and volunteers, and holds harmless and releases them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or

compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of another Party and/or its officers, agents, officials, members, employees or volunteers in the performance of this Agreement.

The Parties agree and acknowledge that a gross or intentional act of negligence through their officers, agents, officials, employees, or volunteers which causes liability, costs, or expenses shall not be indemnified by the Parties to this Agreement whose, officers, agents, officials, employees, or volunteers did not commit a gross or intentional act of negligence.

8. Representations and Warranties of the Parties

As an inducement to the Parties to enter into this Agreement, the Parties hereby represent and warrant as follows:

A. Representations and Warranties of Clearfield. Clearfield hereby represents and warrants as follows as of the Effective Date:

1. Authority of Clearfield. Clearfield has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Clearfield of this Agreement, the performance by Clearfield of its obligations hereunder and the consummation by Clearfield of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by Clearfield; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of Clearfield enforceable against Clearfield in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

2. No Conflicts; Consents. The execution, delivery and performance by Clearfield of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of Clearfield; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to Clearfield; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit,

franchise, instrument, obligation, or other contract to which Clearfield is a party or by which Clearfield may be bound or affected.

B. Representations and Warranties of Clinton. Clinton hereby represents and warrants as follows as of the Effective Date:

1. Authority of Clinton. Clinton has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Clinton of this Agreement, the performance by Clinton of its obligations hereunder and the consummation by Clinton of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by Clinton; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of Clinton enforceable against Clinton in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

2. No Conflicts; Consents. The execution, delivery and performance by Clinton of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of Clinton; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to Clinton; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation, or other contract to which Clinton is a party or by which Clinton may be bound or affected.

C. Representations and Warranties of West Point. West Point hereby represents and warrants as follows as of the Effective Date:

1. Authority of West Point. West Point has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by West Point of this Agreement, the performance by West Point of its obligations hereunder and the consummation by West Point of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by

West Point; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of West Point enforceable against West Point in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

2. No Conflicts; Consents. The execution, delivery and performance by West Point of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of West Point; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to West Point; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation, or other contract to which West Point is a party or by which West Point may be bound or affected.

D. Survival. All representations of the Parties in this Agreement shall remain in full force and effect, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

9. Governmental Immunity Act

Because the Parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and no Party waives any defense available to it under the *Governmental Immunity Act of Utah*.

10. Relief of Obligation

This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

11. Termination

In order to align with the timing of Clearfield's tentative budget, a Party may terminate the obligations set forth within this Agreement by providing written notice to all Parties of their intent to terminate prior to January 1 in any given year in order for the termination to be effective the following June 30. Any termination notice provided between January 1

and June 30 shall obligate the Party to participation for the remainder of the then current fiscal year and the entirety of the following fiscal year.

12. Miscellaneous Provisions.

A. No Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.

B. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

C. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.

D. No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

F. Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

G. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

H. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements, or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

I. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

J. Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

K. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

L. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

M. Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term “prevailing Party” shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other’s payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

N. Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **Clearfield City**
ATTN: City Manager
55 South State Street
Clearfield City, Utah 84015

To: **Clinton City**
ATTN: City Manager
2267 North 1500 West
Clinton, Utah 84015

To: **West Point City**
ATTN: City Manager
3200 West 300 North
West Point, Utah 84015

All Parties hereto may change their address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

O. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Davis County, Utah.

P. Judgements or Settlements. Any judgment or settlement that is ordered or reached through litigation, arbitration, mediation, or otherwise that is the result of a claim made against a Party to this Agreement based on the action, failure to act, train, supervise, or otherwise is related to the Emergency Manager and the Emergency Management Servies provided to each Party shall be paid by the Parties in a manner that is consistent with Emergency Management Services and Emergency Manager cost allocation formula (see Section 4.B.1.i) unless said claim is determined by Clearfield to have resulted from the Emergency Manager or Emergency Management Servies being provided for the sole benefit of a Party, and not the Parties.

Q. Records. All records created, stored, and maintained by the Emergency Manager from providing Emergency Management Services pursuant to this Agreement shall be the records of Clearfield, available to Clinton and West Point upon request, and subject to the Utah Government Records Access and Management Act, Utah Code §63G-2-101, *et. seq.*

R. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission.

13. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this

Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Utah Interlocal Cooperation Act.

B. In accordance with the provisions of Utah Code §11-13-202.5(3), 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.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act.*

D. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

E. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

----------) Signature Page to Follow (----------

CLEARFIELD CITY

By: _____
Mark Shepherd, Mayor

Attest:

_____
City Recorder

Approved as to legal form:

_____
Stuart E. Williams, City Attorney

CLINTON CITY

By: _____
Brandon Stanger, Mayor

Attest:

_____
City Recorder

Approved as to legal form:

_____
Legal Counsel for Clinton City

WEST POINT CITY

By: _____
Brian Vincent, Mayor

Attest:

_____
City Recorder

Approved as to legal form:

_____
Legal Counsel for West Point City