



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
June 25, 2024 - POLICY 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

7:00 P.M. POLICY SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Pledge of Allegiance

Solemn Moment of Reflection
Council Member Wurth

APPROVAL OF MINUTES:

May 14, 2024 – work session

May 21, 2024 – work session

May 28, 2024 – work session

May 28, 2024 – policy session

June 11, 2024 – policy session

PRESENTATIONS:

1. **RECOGNITION OF CIRLES/JOB CORPS GRADUATES**

PUBLIC HEARINGS:

2. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING TEXT
AMENDMENT TO BUILDING MATERIALS IN THE DOWNTOWN CLEARFIELD
FORM BASED CODE**

BACKGROUND: The Downtown Clearfield Form Based Code (FBC) includes permitted primary and secondary materials that are intended to establish a high quality of appearance for buildings, enhance the pedestrian experience, and create a cohesive character conducive to a walkable mixed-use downtown. Based upon staff research and feedback from the Planning Commission and City

Council, the permitted materials were decided upon and adopted as part of the update to the FBC in 2020. Innovation and necessity have allowed for continuous improvement and advancement in building materials that are proven to be longer lasting and of higher quality than previous materials. In the spirit of continuous improvement, staff has been discussing building materials and finds it appropriate to prepare for the ever-changing advancement in building materials, by proposing changes to the Downtown Clearfield Form Based Code building materials standards.

RECOMMENDATION: Receive public comments.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING TEXT AMENDMENT TO AMEND SECTION 11-15-8 D2 FOR THE FRONTEAGE STANDARDS FOR MONUMENT SIGNS

BACKGROUND: Chapter 11-15 of Clearfield City Code addresses sign regulations for all signs throughout the City. Additional signage regulations are provided specifically for the Downtown Form-Based Code area and the Clearfield Station Master Development Plan area. Those regulations are not impacted by this proposed code amendment and do not include a frontage requirement as is required elsewhere in the City. The applicant is in the process of developing a commercial property located at 856 West Antelope Drive, but given current monument sign standards, would be unable to have a sign for their business. The narrowness of this property prevents the future business from having a monument sign because the property is not one-hundred feet (100') wide. Therefore, the applicant has submitted this request to provide a monument sign for that future business.

RECOMMENDATION: Receive public comments.

4. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO THE FISCAL YEAR 2024 (FY24) BUDGET

BACKGROUND: Staff has identified proposed expenditures that do not have budget authority, or which exceed FY24 budget authority and require budget amendments as allowed by Utah Code Title 10 Chapter 6 Section 124 to 129. State law requires a public hearing before the City Council approves amendments to the City budget.

RECOMMENDATION: Receive public comment.

5. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT REGARDING THE AMENDING OF THE UTILITY FEES FOR WATER, SEWER, STORM WATER, AND GARBAGE IN THE CITY'S CONSOLIDATED FEE SCHEDULE

BACKGROUND: In 2021, the City completed a Utility Rate Study that projected future costs and outline revenues needed to cover those costs. All costs are now higher than the study projected. The highest increase has been the cost of large projects necessary to maintain the system. Additionally, Weber Basin Water has increased, and will continue to increase for at least the next three years, their water charge to the City well higher than our original utility rate study projections. At the May 21, 2024 work session meeting, it was decided to implement these rate increases, along with the planned January 2025 increases, simultaneously on July 1, 2025. Consequently, there will be no rate increase in January 2025, and the next increase will likely occur in January 2026. The proposed utility rate increases for residential accounts are as follows: monthly base rate will increase by \$4.90 for water, \$4.18 for sewer and \$0.70 cents for storm, resulting in a total monthly increase of \$9.78. Additionally, the 3 cents per 1,000 gallons

water use rate increase planned for January 2025 will now take effect July 1. The proposed garbage and recycling increases are as follows: Waste Management's CPI increase for FY25 is 5.5%. The proposed new rates will pass this additional cost for curbside trash and recycling on to the end user. Additionally, the increased cost of the second garbage can is intended to encourage residents to generate less landfill waste. The fee for the second can will rise from \$10.50 to match the first can at \$16.75. The current recycling rate of \$5.50, which was already subsidized, will increase to \$6.50, bringing it 2 cents above cost.

These changes are driven by several key factors:

- **Infrastructure Projects:** The City's aging water and sewer systems urgently need upgrades and maintenance. The increased fees will fund critical repairs, replacements, and modernization efforts.
- **Cost Escalation:** The primary driver behind these adjustments is the dramatic rise in costs associated with infrastructure projects. Ensuring reliable water supply and efficient sewer services necessitates substantial investment.
- **Weber Basin Water Increases:** Weber Basin Water is planning 12% to 13% annual rate increases over the next four years, further emphasizing the need to adjust our rates.

By addressing these challenges proactively, we aim to maintain the quality of our water and sewer services and ensure long-term sustainability.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

6. OPEN COMMENT PERIOD

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comment will be limited to three minutes per person. Participants are to state their names for the record. Comments, which cannot be made within these limits, should be submitted in writing to the City Recorder at nancy.dean@clearfieldcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

**7. CONSIDER APPROVAL OF RESOLUTION 2024R-10 APPROVING THE
INTERLOCAL COOPERATION AGREEMENT WITH THE MILITARY
INSTALLATION DEVELOPMENT AUTHORITY (MIDA)**

BACKGROUND: In 2016, the City and MIDA entered an Interlocal Cooperation Agreement, wherein the City agreed to provide certain defined Municipal Services to MIDA within a defined Service Area in exchange for being reimbursed by MIDA for those said municipal services. Over time, the 2016 original Interlocal Cooperation Agreement has been reviewed to ensure that the correct municipal services are included in the terms of the agreement, as well as to update the costs to be paid to the City in exchange for performing those municipal service to MIDA. The proposed new Interlocal Cooperation Agreement is intended to update and replace the prior agreements, updating and clarifying what municipal services are to be provided by the City to MIDA and the costs MIDA is required to pay to the City.

RECOMMENDATION: Approve Resolution 2024R-10 approving the Interlocal Cooperation

Agreement with MIDA and authorize the mayor's signature to any necessary documents.

8. **CONSIDER APPROVAL OF RESOLUTION 2024R-11 APPROVING THE
INTERLOCAL AGREEMENT BETWEEN CLEARFIELD CITY, LAYTON CITY
AND DAVIS COUNTY TO CREATE A HOME CONSORTIUM FOR THE HOME
INVESTMENT PARTNERSHIP PROGRAM**

BACKGROUND: Davis County has applied for and has been conditionally offered grant funding to operate the HOME Program. Pursuant to the HOME Investment Partnerships Act and HOME regulations, since both Clearfield City and Layton City are HUD entitlement cities within the county, a HOME Consortium is required to be created so that all qualifying individuals, regardless of which City they are applying from are eligible to receive funding from the HOME Program.

RECOMMENDATION: Approve Resolution 2024R-11 approving the Interlocal Agreement between Clearfield City, Layton City, and Davis County to create a HOME Consortium for the HOME Investment Partnership Program, and authorize the mayor's signature to any necessary documents.

9. **CONSIDER APPROVAL OF ORDINANCE 2024-10 APPROVING A ZONING
TEXT AMENDMENT TO AMEND TITLE 11, CHAPTER 11, ARTICLE G OF THE
FORM BASED CODE OF THE CLEARFIELD CITY CODE**

RECOMMENDATION: Approve Ordinance 2024-10 approving a zoning text amendment to amend Title 11, Chapter 11, Article G of the Form Based Code of the Clearfield City Code, and authorize the mayor's signature to any necessary documents.

10. **CONSIDER APPROVAL OF ORDINANCE 2024-11 APPROVING A ZONING
TEXT AMENDMENT TO AMEND TITLE 11, CHAPTER 15, SECTION 8,
PARAGRAPH D, SUBPARAGRAPH 2 – LAND USE, SIGN REGULATIONS,
SIGNS THAT REQUIRE A PERMIT, MONUMENT SIGNS**

RECOMMENDATION: Approve Ordinance 2024-11 approving a zoning text amendment to amend City Code Title 11, Chapter 15, Section 8, Paragraph D, Sub-paragraph 2 – Land Use, Sign Regulations, Signs that Require a Permit, Monument Signs, and authorize the mayor's signature to any necessary documents.

11. **CONSIDER APPROVAL OF RESOLUTION 2024R-13 APPROVING THE COST
SHARE AGREEMENT WITH DAVIS SCHOOL DISTRICT FOR THE 1ST
STREET/500 WEST EXTENSION PROJECT**

BACKGROUND: Clearfield City and Davis School District (DSD) have been collaborating for several months on plans to construct a new street (1st Street) that will connect DSD facilities in the Freeport West area to the recently completed 500 West extension and the new signalized intersection at Antelope Drive. The design has been completed, the project has been bid, and we are now ready to formalize the cost-sharing agreement.

RECOMMENDATION: Approve Resolution 2024R-13 approving the Cost Share Agreement with Davis School District for the 1st Street/500 West Extension Project and authorize the mayor's signature to any necessary documents.

12. SET THE PUBLIC HEARING FOR A TRUTH IN TAXATION FOR AUGUST 13, 2024, AT 7:00 P.M. TO CONSIDER A PROPOSED 0.001209 CERTIFIED TAX RATE FOR FISCAL YEAR 2025

RECOMMENDATION: Set the Public Hearing for a Truth in Taxation for August 13, 2024, at 7:00 p.m. to consider a proposed 0.001209 Certified Tax Rate for Fiscal Year 2025 and authorize the mayor's signature to any necessary documents.

13. CONSIDER APPROVAL OF RESOLUTION 2024R-12 AUTHORIZING AND ADOPTING AMENDMENTS TO THE FY24 BUDGET AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

RECOMMENDATION: Approve Resolution 2024R-12 approving and adopting amendments to the FY24 budget and appropriating funds for the purposes set forth therein and authorize the mayor's signature to any necessary documents.

14. CONSIDER APPROVAL OF ORDINANCE 2024-12 AMENDING THE UTILITY FEES FOR WATER, SEWER, STORM WATER, AND GARBAGE IN THE CITY'S CONSOLIDATED FEE SCHEDULE

RECOMMENDATION: Approve Ordinance 2024-12 amending the Utility Fees for Water, Sewer, Storm Water and Garbage and making minor corrections to code citings for the Parking & Code Enforcement fees and clarify Building Rental Fees in the City's Consolidated Fee Schedule and authorize the mayor's signature to any necessary documents.

15. CONSIDER APPROVAL OF A PROCLAMATION DECLARING JUNE 2024 PRIDE MONTH IN CLEARFIELD CITY

COMMUNICATION ITEMS:

- A. Mayor's Report
- B. City Council's Reports
- C. City Manager's Report
- D. Staffs' Reports

*****ADJOURN AS THE CITY COUNCIL*****

Posted June 21, 2024.

/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 & 801-525-2700.

CLEARFIELD CITY COUNCIL MEETING MINUTES
5:30 PM WORK SESSION
May 14, 2024

City Building
55 South State Street
Clearfield City, Utah

PRESIDING: Mayor Mark Shepherd

PRESENT: Councilmember Karece Thompson, Councilmember Tim Roper, Councilmember Megan Ratchford, Mayor Mark Shepherd, Councilmember Dakota Wurth

ABSENT: Councilmember Nike Peterson

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Summer Palmer, Community Development Director Spencer Brimley, Community Services Director Eric Howes, City Attorney Stuart Williams, Police Chief Kelly Bennett, Senior Planner Brad McIlrath, Public Works Director Adam Favero, Finance Manager Rich Knapp, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor, Parks & Open Space Manager Ben Frye, Finance Department Lee Naylor, HR Manager Ricki Miller

Mayor Shepherd called the meeting to order at 5:36 p.m.

DISCUSSION ON THE PROPOSED FISCAL YEAR 25 BUDGET

JJ Allen, City Manager, reminded the Council of the underlying principle of trust needed in the budgeting process. He informed the Council that by law the Tentative Budget needed to be adopted on the second Tuesday in May each year, but assured the Council that while it had a semblance to the final budget, there would be further changes before the final budget was adopted. He mentioned that the City would not have property valuations or the certified tax rate data until the first week of June.

Councilmember Ratchford asked approximately how much it would impact the budget once the actual rate was determined. Mr. Allen explained that in recent years the estimate that was used in budget preparation was to underestimate the valuation and the revenue that would come from the rate that was assumed, but there were unknown variables. Mr. Allen said it would not be unusual for the numbers to vary from the actuals in the tens of thousands of dollars.

Mr. Allen provided clarification on the meter replacement project for the group's benefit after realizing there was some misunderstanding within Council. He said that Staff had guaranteed that the two additional employees were temporary and would go away when the project was done. Rich Knapp, Finance Manager, said it might not be that the employee was gone immediately after the project was done but would be soon thereafter. He said the other details regarding administration of the positions continued to be explored and analyzed.

MOC Phase 3

Mr. Allen said Staff was hoping for some meaningful cost reduction in the value engineering

efforts but there was not much to be saved. He said the \$10.3M previously presented to Council had not been fully analyzed and realized that the amount did not include contingency nor construction management. The new total including contingency and construction management was \$10.9M. He outlined some possible options for paying for the additional \$600K identified: delaying the project, delay another project, fund the extra from a combination of street and storm water and maybe garbage, or bond for slightly more in order to not delay any more projects. He said Staff's recommendation would be a hybrid: delay of the 350 South project and possibly some street and storm water fund projects. Adam Favero, Public Works Director, said the 350 South project was a good project because the road was not in terrible shape and it included all utilities and streets and was more than enough to cover the \$600k. Additionally, the design process had not started on that project. Mr. Knapp said when he went to borrow, he would still borrow for the project as if it was included. Mr. Allen said the borrowing would be on future agendas for discussion. He said that the initial \$10.3M number for the project was included in the tentative budget. Eric Howes, Community Services Director, said when the City built Phase 2 it had benefits in efficiency and effectiveness that he believed would carry over to the new Phase 3. He said there were some other projects in his department that were tied to the General Fund that could be put off for so this project could move forward. Mr. Favero said he would present the scope of the project in next week's meeting with a discussion on the award of the bid. He said timing was the biggest concern to avoid winter conditions and additional charges for delays. Councilmember Wurth was concerned about delaying a project of this size because of the risk of an increase in costs.

Wages

Mr. Allen said Staff's recommendation of an average 8.5% increase to wages was calculated by taking data from the database, TechNet, that took ranges from positions and an actual wage that a person was making in other cities; it was dollars, not percentages. He said to keep nearly all positions at the median point of the market comparisons was how the percentage increase was calculated. He acknowledged it was a difficult number increase to face, but wanted the Council to know the implications of approving something lower than 8.5%; morale, retention, recruitment, and depending on how low the increase was determined, it could set a precedent/policy of trailing the market. He encouraged a discussion on the Council's position on the wages.

Summer Palmer, Assistant City Manager, said the Council had a conversation in the past when the compensation study had been completed by Gallagher to determine whether the City would meet, lag behind, or go above the market. At that time, the sitting Council had determined it would like to meet the market. She said Staff had continued to follow that guidance for meeting the market or the average market number. She said it was this Council's decision whether that was still its position on wages. Ricki Miller, HR Manager, pointed out that the data presented was based on the market median as of July 2023. The comparison of percentages between municipalities was not the factor, but the actual dollars and cents. Mr. Allen asked Council to consider what target the Council was aiming for in the budget. He asked if it was based on the percentage of General Fund revenues, days of cash available, the desire to use money for something else, or was it a "gut feel/comfort level."

Mayor Shepherd asked which positions still would not be at the median level. Ms. Palmer gave

an example of the court clerk position. She explained that even an 8.5% increase would not adjust the wage enough within its grade so it would require moving the position to a different grade. She said there were six positions that could be managed in different ways when the increase was at 8.5% but if reduced to 7% or 6% then 10 to 16 positions would not meet the median. She said at that point, it was a lot of positions which could then jeopardize the internal pointing and grades in general. She said the court clerks, police record technician, customer service positions, and some part-time staff (i.e. daycare supervisor) were currently at the top of the range in the general pay plan. Staff thought slight adjustment could be mad to the grade. She said 8.5% was an average and gave some examples explaining that even though the average percentage increase seemed high it was not high monetary numbers due to the number of employees it impacted. Mr. Allen said the actual application was very complex and did not want to bog Council down with that level of detail. Councilmembers Wurth and Roper commented that explanation was helpful.

Councilmember Thompson arrived at 6:09 p.m.

Councilmember Ratchford suggested the Council consider a 6-6.5% increases. She thought there were areas where Staff could create less of an issue in the future by working through it internally or diverting for a year. Ms. Palmer said as she and Councilmember Ratchford were going through line items she had looked at what could be carved out to help create room in the budget for increases or projects. Mr. Allen mentioned that each percentage would save about \$83k for the entire budget, which was not all General Fund. He continued that 10-15% of the impact was funded through the utility accounts. Mr. Allen said it was important to know the Council's priority to understand how to make the decision.

Councilmember Wurth thought there was a general apprehension about the impact on projects. He asked Councilmember Ratchford where she arrived at the 6.5% proposal. Councilmember Ratchford explained what items she looked at. There was a conversation about the percentage of General Fund revenues as a measure compared to day of cash. Mr. Knapp said the days of cash was the GFOA industry standard. Councilmember Ratchford did not want to set aside money for future projects. She thought the money the taxpayers were paying was for projects to make the City better. Councilmember Thompson disagreed and said the residents needed the operations to be sustainable. He understood that the reserve was used for saving for projects and worst-case scenarios, like recessions. Councilmember Wurth pointed out that as a service organization if there were no reserves it could be catastrophic for residents. Councilmember Roper agreed and stated the City needed to have contingency funds. Councilmember Wurth asked for the councilmembers to decide what their objective was as they tried to determine what percentage of increase they could agree on. He thought employees should get paid more each year considering cost of living was on the rise, but understood that paradigm did not exist in a vacuum, and wanted to get Council's level of comfort.

Councilmember Thompson asked where the City was compared to three years ago. Ms. Palmer explained that a past sustainability plan considered the rise in resident count as well as the rise in acreage the City would be responsible for as new growth occurred and more head count was needed to preserve service levels. She said Staff's "asks" were a reflection of that model that had been built out. The outcome was accelerated because there was more growth than projected. She

said the City was experiencing the numbers projected for 2026. Councilmember Thompson acknowledged an under counting of Clearfield's population in the census. Ms. Palmer said that Spencer Brimley, Community & Economic Development Director, had counted the number of additional units and projected what the City had now instead of relying on census numbers. Ms. Palmer said the requests were a reflection of the field rate, as well as a reflection of the sustainability model. Councilmember Thompson was in favor of Scenario C due to the importance of the sustainability of the City's infrastructure. He wanted to approach the issues in an honest manner and did not want to kick the can down the road when it was known what was needed.

Ms. Palmer mentioned that moving the wage increase from 8.5% to 6.5% pushed the starting wages into an uncomfortable range when recruiting. Councilmember Thompson was supportive of the 8.5% increase but asked how the Council could let the residents know what the impact on their taxes would be as a result of staffing. Mr. Allen pointed out that Scenario A included the 8.5% increase, but not the increases to staffing. On the one hand keeping up with market, but not keeping up with the demands of new growth. Mayor Shepherd said the Council needed to answer whether it wanted to go with an average 8.5% increase to wages or another percentage. If Council determined to approve a 6.5% increase it would make 16 out of 75 positions under market median. He wanted to know what amount would be saved with that decision.

Councilmember Ratchford suggested looking at line items in the budget to find areas where operating costs could be reduced. Mr. Allen said that approach could work and he could instruct department heads to find that money in their individual budgets. Mayor Shepherd wanted to make sure when going through that process, that unforeseen implications were being taken into account. He asked the Council if it was okay with Staff's numbers, or should Staff go back to find savings in the budget. Councilmember Ratchford suggested looking at overtime and staffing levels. She thought adding positions in the Police Department was important. Councilmember Roper was concerned whether the wage increases were sustainable. Councilmember Wurth suggested lowering the percentage and paying for the staff requests with the savings so there would not be an impact on the proposed tax rate. Mayor Shepherd wanted to consider the overall tax rate increases for the City's residents being proposed by multiple districts. He asked if the Council agreed to fund the 8.5% average compensation increases. Councilmember Roper questioned whether it was sustainable in the long term.

Mr. Allen pointed out that CDBG funds had accumulated and were allocated for the City's use. He pointed out items that could be funded from CDBG monies. Mr. Allen said Scenario A left up to \$133k CDBG funds for another lot purchase. He reviewed different scenarios using CDBG funds for one-time projects. The Council agreed with using CDBG funds where possible to assist in balancing the budget needs. Stuart Williams, City Attorney, said the City received \$200k every year and could make use of the funds for new programming each year, deciding year-to-year how to manage the money. Mr. Allen pointed out that the approval of the CDBG Annual Action Plan would be considered later in the City's regularly scheduled policy session and it stated the City would buy another lot. He mentioned that the plan could be amended later.

Mayor Shepherd confirmed that no new staffing positions would be added in FY25. Mr. Allen said he thought Council had chosen Scenario A with a tweak where the elevator would be

funded with CDBG funds instead of the purchase of a lot. At the current time, Council tentatively agreed with pursuing Scenario A.

New Positions

Mr. Allen gave department heads the chance to discuss their personnel requests for FY25. Kelly Bennett, Police Chief, recognized it was hard to prioritize wages vs. new positions. He said he was concerned about recruitment and retention. He reported that there were five other agencies in Davis County with starting wages above \$29 – \$32 range. He wanted to retain the current Staff and recruit when needed. He was asking for new positions because the status quo of a two officer minimum was no longer feasible. He explained that Clearfield City was experiencing a high call volume recently and was seeing an uptick in violence. He said if the department did not get staff, services and manpower would be adjusted as needed. He said he would recommend higher wages over new head count. He couldn't afford to lose people, especially with upcoming retirements, the department needed to be able to recruit. Ms. Palmer asked Chief Bennett whether the amount budgeted for overtime wages would be reduced if the department had two new officers. Chief Bennett said the budgeted amount included night differential pay and holiday pay. He acknowledged that historically the Police Department went over budget on overtime due to callouts, SWAT calls, detective call outs and being short staffed and holding over for report writing every shift.

Councilmember Thompson was okay with Scenario A but was nervous about it. He said he was always in support of adding a police officer position because of overtime costs. Councilmember Wurth mentioned the potential for burnout. Mr. Allen said sooner or later the City would need to add the staff to maintain service levels. Chief Bennett pointed out that the Council was supportive in allowing the “plus one” position, which had been used to date. Mr. Allen explained the “plus one” position which was an administrative tool used where there was a budgeted headcount in Patrol, but the department was always recruiting for an extra one due to retirements, separations, etc. He mentioned it was necessary because it took so long to put a new hire through POST and then through field training. He added if the department waited for a resignation, it would constantly be behind the eight ball.

Eric Howes, Community Services Director, explained the current wage levels were attracting inexperienced full-time personnel who, if the City did not have the resources, once the employees were trained then they were gone, and the department was starting over with recruitment. He said he could not fill positions if they did not keep up with the wages. Mr. Howes mentioned that his department was taking on a lot of highly visible property, with high maintenance needs with the development of Clearfield Station. He understood it was a high priority, and the department would not let the maintenance slip but without added positions, the Council would likely hear from residents about declines to other open spaces. He said he thought this was the first year the division would have a full seasonal staff. He assured Council that his department would do its best to mitigate being short-handed, but his department did not do well with reduced level of service, but they would try to make the impact invisible and would prioritize the most visible and highly used open spaces.

Benefits

Mr. Allen confirmed the Council had previously given direction to add a third menu option to

the health insurance benefit and go to 90/10 split with employees on the premiums. Council agreed.

Councilmember Thompson moved to adjourn the work session and reconvene in policy session at 6:55 p.m., seconded by Councilmember Roper.

RESULT: Passed [4 TO 0]

YES: Councilmember Thompson, Councilmember Roper, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Peterson

The Council reconvened in the work session at 8:15 p.m.

DISCUSSION ON THE CLEARFIELD STATION AREA PLAN UPDATES

Brad McIlrath, Senior Planner, introduced Madison Merrill from Landscape Design. He explained they would only review the changes requested by the Council during previous discussions. He said he wanted to confirm Council's satisfaction with the changes and would then move forward with adoption of the updates on May 28, 2024.

Mayor Shepherd thought all concerns had been addressed and better reflected the Council's intent. Council agreed. The matter would proceed for public hearing on May 28, 2024.

DISCUSSION ON PLANNING COMMISSION APPOINTMENTS

Brad McIlrath, Senior Planner, pointed out that Commissioner Lauren DeSpain resigned from the Planning Commission in April 2024. There were two alternates, Commissioners Brian Swan and Danielle Sikes that had been appointed in February 2024. He informed the Council that Commissioner Browning was serving as the Interim Vice-Chair and voting for the new Vice-Chair would follow the new appointment. Mr. McIlrath provided information about the two candidates. Councilmember Wurth asked about when the alternates' terms expired. Mr. McIlrath said Commissioner DeSpain's position was set to expire February 2026. The Council agreed to appoint Commissioner Swan as a regular member of the Planning Commission. The appointment of a new Alternate would be reviewed at a future meeting.

DEPARTMENT UPDATES

Clearfield Junction Balcony Deck Repair

Spencer Brimley, Community & Economic Development Director, explained that substandard work had been completed at the Clearfield Junction Apartments and had not undergone review and inspection at the time of construction. He showed the issues that had been identified on 96 balconies that either needed to be repaired or replaced. He reported that the owner hoped to be done by August 2024. Mr. Brimley said the City had received some complaints about safety concerns so the new owner was reviewing some commitments they had made regarding safety. He said the balconies were being torn down to the point where there was no damage. Mayor

Shepherd asked how this project had been passed and who had performed the inspections. Mr. Brimley confirmed it was a third party. Mayor Shepherd stated that allowing the developers to outsource their inspections was something the Legislature had passed. Councilmember Thompson asked if any residents had been displaced. Mr. Brimley said no one had been displaced.

Chiller Rental

Eric Howes, Community Services Director, announced the chiller rental would arrive Wednesday and connection would begin Friday. He expected it to be fully operational by Monday, May 20, 2024. He said the permanent equipment was expected to arrive around the last part of June. He expected two weeks for the installation of the new unit. Mr. Allen said Staff had spoken to department heads about making accommodations to work from home if temperatures necessitated it.

Motorola WatchGuard Project

Kelly Bennett, Police Chief reported that the WatchGuard Project had been completed and implemented. He explained the process of taking each vehicle to Salt Lake for installation. He said the officers loved the body worn cameras. He said he had signed the implementation agreement and should see the invoice soon. He said the City had incorporated the license plate readers into the cameras in the vehicles which notified officers of stolen vehicles as they drive by and gave them access to search that data if given a reason to verify whether a car had been through the City. He said it tied into the existing vigilance system. He expressed his appreciation for Council's support because it had solved an enormous problem. Chief Bennett said the department had \$11k in cost savings when they realized the new body-worn cameras were always recording so they did not need a holster Bluetooth device they had ordered.

ADA/Sidewalk Improvements

Adam Favero, Public Works Director, reported that the public works department had performed a study on all sidewalks and ADA ramps to improve the City's level of service. He said the study indicated there was \$2.4M worth of repairs that had been mapped, which broke down to \$250k for a 10 year replacement plan. He said last year during the budget process Staff had settled on \$100k per year and would determine how much could be done with that amount. He said the department had started the project about three weeks ago with about 20-25 ADA ramps in the Jacobsen Park area. Public Works hired BeCraft and Sons to construct those ramps.

Chlorine Generation

Eric Howes, Community Services Director informed Council of the chlorine generation equipment that the City was purchasing for the Aquatic Center. He explained that chlorine costs were experiencing tremendous increases. He said the new equipment would not incur any additional expense, and in fact would save money after about 5 years. He explained that the equipment generated chlorine with salt and electricity. He explained that the benefit was to reduce the use of acid to keep the pH level in control. He said it would use less acid and soda ash. He said it was a lease to own agreement with \$1 purchase after 5 years. The cost would be approximately \$2,953/month (\$35,436 annual) which was approximately equal to the current cost of pool chemicals. The lease agreement included the use and the installation.

Councilmember Ratchford asked if only one unit was needed. Mr. Howes said an assessment had been completed and it had been sized for the pool and pricing included the equipment needed. Mr. Allen said for budget purchases, instead of having money in supplies for chlorine it would be included in equipment. Councilmember Wurth asked about the expected life span. Mr. Howes thought the lifespan would be 15-20 years at minimum.

Councilmember Wurth moved to adjourn at 8:50 p.m., seconded by Councilmember Thompson.

RESULT: Passed [4 TO 0]

YES: Councilmember Thompson, Councilmember Roper, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Peterson

APPROVED AND ADOPTED
This day of 2024

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the forgoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, May 14, 2024.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 PM WORK SESSION
May 21, 2024

City Building
55 South State Street
Clearfield City, Utah

PRESIDING: Temporary Mayor Pro Tem Tim Roper

PRESENT: Councilmember Nike Peterson, Councilmember Tim Roper, Councilmember Megan Ratchford, Councilmember Dakota Wurth

ABSENT: Councilmember Karece Thompson, Mayor Mark Shepherd

STAFF PRESENT: , City Manager JJ Allen, Assistant City Manager Summer Palmer, Community Services Director Eric Howes, City Attorney Stuart Williams, Police Chief Kelly Bennett, Public Works Director Adam Favero, Finance Manager Rich Knapp, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Andrew Pratt, Channing Licon – Stout Building Contractors, Johnathan Ward – Zions Bank

Councilmember Wurth moved to elect Councilmember Roper as the temporary Mayor Pro Tem for this meeting, seconded by Councilmember Ratchford. All voting AYE.

Temporary Mayor Pro Tem Roper called the meeting to order at 6:04 p.m.

2024 FRAUD RISK ASSESSMENT

This item was presented first instead of in the order as on the Agenda.

Rich Knapp, Finance Manager, informed the Council that the Office of the State Auditor started the annual requirement of filing the Fraud Risk Assessment in 2020 in an attempt to get municipalities to measure their level of risk for fraud. He said most of the score addressed separation of duties. He said the auditors required a discussion about fraud with the Council annually. He reviewed the results of the assessment where the organization scored 345/395. Mr. Knapp reviewed the internal audit function of the assessment and while the auditors recommended it be an outside party that performed that audit, it had been determined last year that it was not worth the extra money and time. Mr. Knapp had given partial points for that item because Staff performed the internal audit. JJ Allen, City Manager, confirmed that Councilmembers Peterson and Ratchford were on that City's Audit Committee. Councilmember Wurth asked about the ability for Staff to get CPA designation. Mr. Knapp said he was looking into getting his Certified Public Finance Manager (CPFM) through the Government Finance Officers Association (GFOA).

Councilmember Peterson arrived at 6:08 p.m.

WATER AND SEWER PROJECT FUNDING

Rich Knapp, Finance Manager, explained the discussion was a continuation of the various budget scenarios that had been reviewed in the April 30, 2024 work session. He made clear that projects were the main driver in obtaining financing. He explained that since the rate study, costs were much higher and unanticipated additional projects had been added. It was anticipated in the rate study that the City would be borrowing \$5.5M but now that amount approximately \$9M.

Mr. Knapp introduced Johnathan Ward, Zions Bank, who would explain options for financing. Before moving on, Mr. Knapp clarified the Council's intention of the timing for the new rate roll out for both base water fees and water usage fees; and questioned whether to make them effective January 1, 2024 or July 1, 2024. JJ Allen, City Manager, explained in order to secure financing the City needed to increase the rates, thus waiting until January meant the City waited until then to borrow money, which was not what the City wanted to do. Based on that, Staff assumed the rates would be changed July 1, 2024, but he wanted to confirm that with the Council.

Jonathan Ward, Financial Advisor with Zions Bank, said it made more sense to start in July. He said payments would not start until six months to a year after closing on the financing, but the City needed to secure sufficient resources to make those payments. He said one of the key lending ratios for creditors was the coverage ratio. He explained that the coverage ration meant after expenses were paid, the residual amount had to exceed bond payments by 1.25 times. He said it was covered in the bond legal documents depending on the structure. He said the City would want to have revenues on hand to meet that requirement. Mr. Allen asked if there was any reluctance to move forward with base rate increases July 1, 2024. The Council agreed to move forward with the increases.

Mr. Allen asked Council if the per gallon rate increases should begin in July also or should the City wait until January 2025. Councilmember Ratchford asked if the City raised the 2% on the base and did not do per gallon until January how much it would set the City back. Mr. Knapp said it would not set them back. Mr. Allen pointed out that raising both in July would make the City's financial position more robust, but was not imperative. Councilmember Peterson understood that pulling the trigger in July might have an impact on the bonding rate and how favorable the City looked on paper. Mr. Ward said it could depending on what method of sale was used for the bonds. He said traditional investors thought the more robust the better and better the credit, the lower the interest costs.

Councilmember Peterson thought if raising rates sooner would help with a favorable bond rating and savings on the back end then she thought it was important to realize what water was currently costing. Mr. Allen pointed out that an update for the consolidated fee schedule would need to be added to the meeting schedule. Councilmember Peterson appreciated the recommendation to take a little different approach to how water fees were structured, with it centered more on base rate and less on consumption, with the switch toward conservation and recognizing the stability needed for the revenue needed. Mr. Knapp said Weber Basin charged a base rate.

Councilmember Peterson said it was frustrating that the City got charged the same amount while being asked to conserve.

Councilmember Ratchford asked what the difference in interest would be if half of the increases were done in July and the remainder in January. Mr. Ward did not have that information but thought the amount would be nominal. Mr. Allen asked if he thought it would make a difference in terms of interest savings or acquiring more advantageous financing. Mr. Ward said if the coverage ratio went from 1.25 times to 1.26 times there would not be a material effect on the interest rate, but it depended on how much would be collected in that six months. Mr. Knapp said it was not a big money decision but more of a political decision. Mr. Allen said it would not make a material difference in financing but a slight difference in financial standing of the water fund or sewer fund. Councilmember Roper recommended they do both at once. Councilmember Ratchford recommended splitting it into two steps to make it more digestible. Councilmember Peterson said either way was okay but messaging was important. She wanted to make sure residents knew what was coming. Councilmember Wurth said he was keen on the cost of debt servicing and for him it was important that the rates were raised once and not twice. He did not want that notification to go out multiple times but he felt it was really important to do the messaging really well. Councilmember Peterson said it was important to let residents know that they would not see the typical increases in January. She recognized the cost for infrastructure was staggering but would only get worse if it was pushed off into the future. Council agreed to do both increases in July and no increases in January.

Mr. Ward, Zions Bank, discussed the three sale methodologies and explained the details to take into consideration in deciding upon which financing type to choose. He said because there were both water and sewer projects being contemplated, and the City had no outstanding water or sewer revenue bonds outstanding, the City could create a new legal framework with which bonds were collateralized. He explained the thought would be to combine water and sewer funds as a security for bond holders. Going forward those two funds would fund water and sewer projects.

He explained the application process with the State's Infrastructure Bank. He said the State had about \$21M in available funding and he was aware of two competing applications that might factor into whether that became an option for the City. Councilmember Peterson asked if Mr. Knapp had a preference as far as repayment. Mr. Knapp said he had already anticipated a higher debt service payment, but recognized the benefit of the shorter term, and the prepayment feature was important. Mr. Knapp thought the City could handle that repayment. He pointed out that another bond would be retired in 2028, which would free up the ability for the City to meet that higher payment even better. Councilmember Peterson said she liked the shorter term but acknowledged the payment was an extra \$100k per year. Mr. Knapp was not sure if the proceeds would be given in a lump-sum amount or if they would need to make draw downs, but said if it was a lump sum then the City would be earning interest higher than that.

Councilmember Peterson wondered if there were any strings to prevent a lump sum draw, it being from the State. Mr. Ward said the State usually liked to hold onto money and give advances, which saved the City interest because payments were made on what was advanced, but he thought the State also did lump sum payments. He mentioned that the IRS typically did

not like taking a margin on that type of transaction, but the UDOT Infrastructure Bank did not say whether it was taxable or tax exempt.

Summer Palmer, Assistant City Manager, asked how new the program was established. Mr. Ward thought it started with water/sewer in 2023. Councilmember Peterson said there were a lot of aspects with that option that were appealing, but unanswered questions gave her pause. Mr. Knapp pointed out the City could potentially save about \$100k in bond attorneys by going with the State's Infrastructure Bank route. Councilmember Peterson acknowledged the potential advantages, but wanted to see facts in writing. Mr. Ward assured her that the tool for transportation had been in use for 20 years.

Mr. Allen said Staff would like to explore the State Infrastructure Bank and in doing so could get more details. He asked if a Parameters Resolution would be needed. Mr. Ward said they required a resolution to enter the agreement but that could be a motion, or formal resolution. Mr. Knapp said if the Infrastructure Bank did not work out then the City would need a Parameters Resolution with the other two options. Mr. Ward said statutorily, the agreement would be evidenced by bond. He said it was an eight page agreement that did not say anything about the Bond Act, security, how it compared to other revenue source or outstanding obligations.

Ms. Palmer pointed out that Mr. Ward had said there was an advantage to starting the application soon. Mr. Ward recommended starting application as soon as possible. He said if the other applications were for projects that met the State's prioritization schedule, then it could displace the City's application. Ms. Palmer asked if the City were to wrap a project into the bonding that would improve the sewer or drainage system under Hwy 193 would it improve its application position. Mr. Ward thought it might help. Mr. Allen also mentioned SR 126 that had power and telecom lines.

DISCUSSION OF THE MOC CONTRACT AWARD FOR PHASES 3 & 4

Adam Favero, Public Works Director, introduced Channing Licon, Project Manager for Stout Building Contractors if Council had any questions for him. Mr. Favero reminded Council that in 2012 the City had hired Think Architecture to complete a Facility Needs Assessment for a new Maintenance and Operations Center. That assessment spelled out the future needs for the Public Works and Parks Department and was the document used for building out the site currently known as the Maintenance and Operations Center (MOC). He expressed his appreciation to the Council for its understanding and support of Staff. He explained the needs and challenges of the Mechanics Shop which was 80-90 years old. He reviewed the needs and challenges of the current Operations Building which was a used building when it was reconstructed over 30 years ago. He showed in detail the building and site design features.

Mr. Favero reviewed the contractor selection process. Stout Building Contractors was the contractor he was proposing to award the contract to. He showed the evaluation summary. Mr. Licon said the environment with contracting right meant subcontractors were getting very competitive. He stated that if the City waited much longer prices would go up. The contractor's bid amount was \$10.3M with a total projected cost of \$10,924,896. The projected budget was \$10.925M. Mr. Favero showed the tentative schedule which anticipated approval by the Council

in the policy session on May 28, 2024. The construction phase of the project was estimated to take 294 days (10 months plus). The completion date was anticipated for Summer of 2025. Subject to change and were schedule was only estimated at this point.

Mr. Licon said Stout had been contacting various subcontractors and at this point lead times were looking good. He said it was their plan to have the structure dried in by winter, but maybe not the roof. He stated that since they would be starting as soon as possible, they did not have money for winter conditions, so it was important to get started right away. He had been contacting subcontractors with the anticipation of getting started as soon as possible.

Councilmember Peterson asked if there was anything in the contract that identified any incentives if the contractor were to finish by a particular date. Mr. Allen said that had not been done but it could be. He asked Stout what a meaningful incentive would be. Mr. Licon said incentives were nice but the company did not strive for that. He said they wanted to get the job done as quickly as possible and their daily costs were more than incentives would be.

DISCUSSION ON THE REQUIRED INTERLOCAL AGREEMENT FOR THE DAVIS COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM

Councilmember Wurth started out by letting the Council know he would be recusing himself as a decision maker on the item but would be giving information on the program he was responsible for administering at his job at Davis County.

Stuart Wiliams, City Attorney, asked Councilmember Wurth to explain the Davis County HOME Investment Partnership Program. Councilmember Wurth said it was a sister program to CDBG. He said it was a HUD program that was a formula allocation for affordable housing. He said the genesis of it was that Salt Lake and Provo had their own consortium and the State got its own allocation from HUD every year. He explained that to meet the criteria to be a HOME Consortium the community and units of local government that comprised a consortium had to meet a minimum threshold on their initial year of funding to satisfy HUD requirements. He anticipated that the annual funding would be about \$550k every year, but the minimum was \$750k for the first year.

He said they had gone to the Olene Walker Board who believed in the program enough to award a grant upwards of \$200k to gap the first year to start administering. He said there was no impact to the current entitlement programs. There would be no change to staff and no administrative burden because management would fall to the County. Mr. Allen pointed out that by participating, the Clearfield residents would be eligible to benefit from the HOME program.

Councilmember Wurth explained the program was project based and a committee would review projects requesting funding. He said the first allocation would start July 1, 2025. He explained that the committee would recommend projects to the County Commission for funding who would then authorize the projects. Councilmember Wurth explained that the other cities had signed on for the County CDBG program to make up the "Urban County" and the concept of a consortium had been a part of that agreement. It was required to get Layton City and Clearfield City to sign the agreement to reach the minimum requirement.

Ms. Palmer asked for examples of projects for which the funds had been used. Councilmember Wurth said there were certain acceptable uses for funds. The initial thought was for D-restricted properties that received LITEC funds that were expiring in the near future. The hope was to leverage the funds to purchase and preserve that affordability period. He said the County was short 10k units for 60% AMI and below and did not want that to grow. He said the construction of multi-family housing was the most popular, but he thought in the first couple of years the preservation element was where the County would probably focus. Ms. Palmer asked if there was a chance for Clearfield City to become an entity on its own. Councilmember Wurth said there was no chance. Ms. Palmer said even though a project may not materialize in Clearfield in the next 10 years there was no loss, and no reason not to sign the agreement. Councilmember Wurth said the net benefit to the County as a whole and to the State's affordability issue was that was bringing \$550k every year that would not have existed otherwise.

Mr. Williams pointed out that the version of the Interlocal Agreement would change. Councilmember Wurth said there might be minor revisions. Council had no concerns with proceeding forward.

Councilmember Peterson moved to adjourn at 7:25 p.m., seconded by Councilmember Wurth.

RESULT: Passed [3 TO 0]

YES: Councilmember Peterson, Councilmember Ratchford, Councilmember Wurth

NO:

APPROVED AND ADOPTED
This day of 2024

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the forgoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, May 21, 2024.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:15 PM WORK SESSION
May 28, 2024

City Building
55 South State Street
Clearfield City, Utah

PRESIDING: Mayor Mark Shepherd

PRESENT: Councilmember Karezee Thompson, Councilmember Nike Peterson, Councilmember Megan Ratchford, Mayor Mark Shepherd, Councilmember Dakota Wurth

ABSENT: Councilmember Tim Roper

STAFF PRESENT: Community Development Director Spencer Brimley, Community Services Director Eric Howes, City Attorney Stuart Williams, Police Chief Kelly Bennett, City Manager JJ Allen, Community Relations Director Shaundra Rushton, Assistant City Manager Summer Palmer, Senior Planner Brad McIlrath, Public Works Director Adam Favero, Finance Manager Rich Knapp, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Channing Licon – Stout Building, Kathryn Murray

Mayor Shepherd called the meeting to order at 6:00 p.m.

DISCUSSION ON THE BID AWARD FOR THE 350 SOUTH RECONSTRUCTION

Braden Felix, Deputy Public Works Director, showed a picture of the condition of 350 South Street where the utilities had been installed in the 1950's. Staff had been looking to replace them for quite a long time. He said it required the acquisition of properties from about seven different property owners. He reported that acquisition was complete. He informed Council that the bid came in over budget. He mentioned that the 975 South 1480 West project came in under budget by \$890k and the current project was eligible for impact fees in the amount of \$289,235 from water. He said the shortfall was \$350k. He said there would need to be a budget amendment to utilize the funds from the 975 South 1480 West project and possibly use some impact fees if available. He said Staff met with the contractor to review the bid for savings and found a possible \$100k savings depending on the backfill needs.

Councilmember Peterson arrived at 6:23 p.m.

Council agreed that the City needed to move forward with the project. Rich Knapp, Finance Manager, said there were water impact fees available. Mr. Felix said it would be presented for approval in the upcoming policy session.

TRAINING ON THE OPEN AND PUBLIC MEETING ACT AND REVIEW OF COUNCIL RULES OF ORDER

Nancy Dean, City Recorder, presented the State Auditor's training video for the Open and Public Meeting Act (OPMA). Councilmember Thompson asked about the requirement to post in

newspapers. Ms. Dean explained there were a few instances where it was still required and explained the change to the requirements were reflected in the City Code.

She reminded Council of the Council Rules of Order and Procedures and included a copy of the document in the packet for review. She reminded the Council not having a quorum commenting on social media pages.

Councilmember Peterson asked to review and update a few items. She pointed out Section 9 "Decorum", specifically Item B, Conduct of the Mayor and City Council Members on City Social Media Platforms. She reminded councilmembers not to comment on City posts and to be mindful of commenting on any forum to ensure no quorum is represented. She asked that the language of the document concerning the Opening Ceremonies be consistent with the agenda that was posted and use the word "Solemn." She further pointed out that the City's website address referenced in the document was outdated.

Ms. Dean proposed that Section III "Preparation of the Agenda and Delivery of Information Packets to the City Council Members" be amended to remove the requirement to have the agenda packet available no later than noon on the Thursday preceding the Tuesday meeting, but allows the production of the agenda be as soon as reasonably possible. Summer Palmer, Assistant City Manager, recommended the language be consistent with any legal requirement. It was recommended it also say no less than 24 hours.

Councilmember Peterson moved to adjourn at 6:37 p.m., seconded by Councilmember Wurth.

RESULT: Passed [4 TO 0]

YES: Councilmember Thompson, Councilmember Peterson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Roper

APPROVED AND ADOPTED
This day of 2024

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the forgoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, May 28, 2024.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY SESSION
May 28, 2024

City Building
55 South State Street
Clearfield City, Utah

PRESIDING: Mayor Mark Shepherd

PRESENT: Mayor Mark Shepherd, Councilmember Nike Peterson, Councilmember Karece Thompson, Councilmember Megan Ratchford, Councilmember Dakota Wurth

ABSENT: Councilmember Tim Roper

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Summer Palmer, Public Works Director Adam Favero, City Attorney Stuart Williams, Police Chief Kelly Bennett, Community Services Director Eric Howes, Community Development Director Spencer Brimley, Senior Planner Brad McIlrath, Communications Manager Shaundra Rushton, City Clerk Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Nadene Davis, Kathryn Murray, Channing Licon

Mayor Shepherd called the meeting to order at 7:03 p.m.

Councilmember Thompson led the opening ceremonies.

APPROVAL OF MINUTES

April 9, 2024 – work session

April 9, 2024 – policy session

April 23, 2024 – work session

April 23, 2024 – policy session

Councilmember Peterson asked to make a correction on the April 9, 2024, work session minutes on page 4, paragraph 4 where it had referenced Clearfield Station relative to the landscape guidelines. She explained that she was referencing the new North Davis Fire District building, not the Clearfield Station project.

Councilmember Peterson moved to approve the minutes from the April 9, 2024 work session with changes mentioned, the April 9, 2024 policy session, the April 23, 2024 work session and the April 23, 2024 policy session, seconded by Councilmember Ratchford.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Roper

**PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE ADOPTION OF THE
CLEARFIELD CONNECTED 2024 STATION AREA PLAN & DESIGN GUIDELINES**

Brad McIlrath, Senior Planner, provided an update to the original Station Area Plan that had been adopted in 2019. The original plan was required by UTA before it could develop any remaining transit stations. In order to select which transit station they would move forward with on a development proposal, they required the City to work with UTA and a consultant team to compile a Station Area Plan. Clearfield City was selected and the area was rezoned to Mixed Use (MU). That zoning designation required that the City enter into a Master Development Agreement (MDA) and a Master Development Plan (MDP) with the property owners and development partners selected.

The current plan update was to align with the State Code requirements passed during the 2022 legislative session for station area plans. The most significant change in the plan was the expansion of the plan area to a one-half mile radius as required by State Code. It also needed to include elements related to housing, transportation, environmental as well as access to opportunities within the transit-oriented development areas. Mr. McIlrath explained the plan was not a regulatory or policy-type document but was a document that would help inform the City's General Plan. He showed an aerial imaging of the zoning areas for the area as well as pictures of progress made on the project. The State Code required all properties within the one-half mile radius of a transit station to be studied. He reviewed the Project Vision and Goals. As the plan was created, seven different districts were identified. Mr. McIlrath showed a map of the identified districts. He showed the Future Land Use map. He reviewed the Station District Illustrative Master Plan showing potential development. He reviewed design parts of the plan. He briefly reviewed the Strategic Recommendations. He said the entire plan was available to view at www.clearfieldconnected.org and once adopted it could be found at clearfield.city under the planning page.

Mayor Shepherd opened the public hearing at 7:24 p.m.

There was no public comment.

Councilmember Peterson moved to close at 7:25 p.m., seconded by Councilmember Ratchford.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Roper

OPEN COMMENT PERIOD

Nadene Davis, resident, approached Council to express her concern for all the potholes on 300 North from 500 West to Rick Way (700 West). Mayor Shepherd said the Public Works Director Adam Favero, could speak with her after the meeting. Ms. Davis said the micro

surfacing was not adequate. She expressed her frustration that it was not being taken care of since it was a main thoroughfare.

Mayor Shepherd explained that there was a priority list based on budget constraints. Mr. Favero said the temporary patch would be done during the current road season; however, the mill and overlay would be completed during the spring/summer of 2025.

Councilmember Peterson clarified that the temporary patches would be done this summer and then the fix was queued up for next summer. She understood that other places in the City were worse than 300 Nort based on the list of priorities. Ms. Davis asked to get the list of priorities so she could examine them herself. Mr. Allen introduced Ms. Davis to Mr. Favero to get further details. Mr. Allen explained there was a lot that was balanced in the scheduling of projects, for instance, a project might be driven by a waterline project below ground.

APPROVAL OF AND CONSENT TO THE APPOINTMENT OF COMMISSIONER BRIAN SWAN TO FILL THE VACANCY ON THE PLANNING COMMISSION

Councilmember Wurth moved to approve and consent to the mayor's appointment of Brian Swan as a regular member of the Planning Commission with a term expiring in February 2026, and authorize the mayor's signature to any necessary documents, seconded by Councilmember Thompson.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Roper

APPROVAL OF THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF PHASES 3 AND 4 AT THE MAINTENANCE AND OPERATIONS CENTER (MOC) TO STOUT BUILDING CONTRACTORS

Adam Favero, Public Works Director, gave background information on the needs and challenges of the current facilities to explain the reasons for the Phase 3 and 4 MOC building project and the design features that would be included. He explained the invitation to bid process as well as the selection process. He explained that the bid came in over budget. Staff met with contractors to try to find places to economize the project. Stout Building Contractors had been selected as the preferred contractor. Channing Licon from Stout Building Contractors was present at the meeting. The total project budget was \$10,925,000.

Councilmember Peterson asked how comfortable Mr. Favero was with the amount of the contingency fund included. Mr. Favero acknowledged the potential risk of a lower contingency fund. Mr. Favero said Staff intentionally made it lower and were hoping to find savings in the Value Engineering that could be applied toward the contingency. She asked Mr. Licon from Stout Building whether there was anything in the agreement that would lock-in prices. He said the biggest changes were typically seen in concrete costs but hoped if they could get started

quickly that could be avoided. He confirmed that a majority of the concrete work would be completed this year. She further asked if there were provisions in the contracts that allowed funding to free up once the contract with subcontractors were executed. She wondered if beginning to purchase and lock in pricing on the supplies as quickly as possible would keep them close to bid amounts rather than waiting to purchase those supplies nine months into the project. He said yes,, as soon as the subcontractors could be released to do work was when they started purchasing the materials and supplies. Mr. Favero showed the anticipated schedule of construction which anticipated a completion date of Summer of 2025. He mentioned that the dates were subject to change due to weather and availability of supplies. Mr. Licon said availability was recently better but said they might have some issues with electrical materials and supplies.

Councilmember Thompson moved to approve the award of contract for the construction of Phases 3 and 4 at the MOC to Stout Building Contractors and authorize the mayor's signature to any necessary documents, seconded by Councilmember Wurth.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Roper

APPROVAL OF ORDINANCE 2024-09 ADOPTING THE CLEARFIELD CONNECTED 2024 STATION AREA PLAN & DESIGN GUIDELINES

Councilmember Thompson asked, regarding economic viability, whether there was comparable data from other local station areas. Mr. McIlrath said the Farmington TOD was the closest comparable property, but was not the best because the transit station was so disconnected from the rest of the development. Mr. McIlrath emphasized the difference with the Clearfield Station area was that everything within the complex led to the station platform. He thought Clearfield City was stepping into uncharted territory for Utah communities, but TODs around commuter rail stations in other areas of the country worked.

He pointed out the transformation of 400 South in Salt Lake around transit had seen housing and economic development boom. Councilmember Thompson asked how much of the housing that had developed would be considered affordable housing. Councilmember Thompson expressed his concern with “15 Minute City” planning from the world perspective. He wondered if it might exacerbate inequalities in the United States. He did not think economic development and availability of affordable housing would happen the way the City thought it would.

Mr. McIlrath acknowledged that new development would always be less affordable initially, but with the bigger housing availability problem in the State, which was driving up prices, building more units would help by providing more housing opportunities, but not solve the problem overall. He further stated that unless the developer used low-income tax credits in the financing, there were no incentives from the State to provide affordable housing. Mr. McIlrath

mentioned that if the City had established the property as a Housing and Transit Reinvestment Zone (HTRZ), which specifically required a portion of the area to be dedicated to affordable housing, the City would have additional control. However, the property was already in a community development zone and had funds allocated so it was not needed. Councilmember Thompson wanted to make sure there was a discussion about this topic before it was voted on and expressed his opinion that this project should not be identified as “affordable housing.” He said he had seen legitimately affordable housing destroyed to see new development projects built. Mr. McIlrath said there would be a place making opportunity. He was hopeful that all plans would pan out as all parties intended.

Councilmember Peterson said she had discussions with Staff about making sure there were no future mixed-use plans on the east side of State Street to ensure the most affordable housing in the City was not displaced. Councilmember Peterson expressed her appreciation for Mr. McIlrath’s efforts to make changes. She renewed her strenuous objection on page 20, “Design Guideline Overview” which called for the creation of a Design Review Committee. Mr. McIlrath would communicate the need to strike that language change to Landmark Design. She asked that it refer to the Staff and the two existing land use or governing bodies. She said it could even reference the City’s land use table found in the City Code.

Councilmember Peterson pointed out an inconsistency in the maps with different land uses. She referred him to Appendices A & B. The vacant triangle property where 1000 East met State Street bounded on the south at 1450 South. She said different land uses were shown in maps. She referenced several pages for him to review. She asked that Staff verify there was consistent land use for that triangle property on the maps and have clear language that the map was from the General Plan and double check the density on the illustrative Master Plan. Mr. McIlrath would talk with Landmark Design to ask them to make that area look different from other areas to visually stand out.

Councilmember Wurth moved to approve Ordinance 2024-09 adopting the Clearfield Connected 2024 Station Area Plan & Design Guidelines, including the changes discussed and authorize the mayor’s signature to any necessary documents, seconded by Councilmember Peterson.

RESULT: Passed [3 TO 0]

YES: Councilmember Peterson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSTAIN: Councilmember Thompson

ABSENT: Councilmember Roper

COMMUNICATION ITEMS

MAYOR'S REPORT

Mayor Mark Shepherd

- Attended the International Council of Shopping Centers (ICSC) Conference with Spencer Brimley. He realized the development community and commercial realtors knew where Clearfield City was and had discussed various areas with individuals.

- He expressed congratulations to the Clearfield High School graduates.
- Recently spoke at Job Corps about Voting Rights. He had challenged all of them to sign up online to vote.
- He attended the Best of Utah Awards where Davis Education Foundation and Community Schools won awards.
- Reminder of the Lotus Anthem Grand Opening on Saturday, June 1, 2024.
- He mentioned the upcoming Change of Command at Hill Air Force Base.
- Expressed appreciation to councilmembers for their attendance at meetings representing Clearfield City.
- He expressed appreciation to the VFW for taking care of the Memorial Day Flag Raising Ceremony.

CITY COUNCIL'S REPORTS

Councilmember Peterson

- Wasatch Integrated announced an upcoming public hearing where its staff would discuss the consideration of increases to fees for commercial rates and prices for household cans. She said it was due to increases in costs for all utilities and building and dumping more waste in the landfill, including the portion that was diverted. The public hearing would be held Wednesday, June 5, 6:00 p.m. at the Wasatch Integrated Management Facility, at 1997 East 3500 North, Layton.
- She reported that at her request, the team had put together a white paper that gave a breakdown on the amended proposal for a roll-out of a county-wide recycling program. She said it delineated what part was responsibility of the District and what was the responsibility of the cities and included timelines. She said it gave two categories of program specifics. The first was a bundled universal program which was some blend of regular household waste/recycling/possibly green waste can. She added if the City could divert a certain percentage of what was normally collected away from the landfill then the City would get a break on the price for cans. If not, the proposed fees would stay at new higher rates. The second program was an Opt Out Program where the City opted for a mix of programs but there were opportunities for residents to voluntarily withdraw. She said the Board would be voting on changes on Tuesday, June 4, 2024. The changes would remove penalties for choosing not to be involved, would just pay a higher rate for trash collection removing mandatory timelines to participate. The surprise was whether the cities should be responsible for the purchase of the cans, whether to directly purchase or negotiate with their hauler got their purchase. She said for Clearfield City it would cost hundreds of thousands of dollars, which the residents would bear in some way or another. She also mentioned that the storage of the cans could potentially become an issue. She welcomed the Council's feedback before she made her vote on Tuesday. Mayor Shepherd assumed the cost of the cans had always been that way and wondered if it would have much of an impact because the purchase and maintenance of the cans was already a service provided by the City's hauler. She said the increase on can fees were independent of a recycling program.

Councilmember Thompson

- He reported that one of the main discussions at the North Davis Sewer District was about Roy City building a new pumping station through American Rescue Plan Act (ARPA) funds and its desire to waive impact fees for residents with septic tanks to tie in. The question was whether the District should impose impact fees. His position was that it was a matter of Health and Safety and the funds were acquired through federal funding so he did not think the District needed the impact fees. He said the conversation would be revisited next month and that it

impacted 60 residents.

- He said there had been 1700 feet of new pipe placed along with necessary new manholes on Hillfield Road.
- The North Davis Sewer District Board had approved the Bio-solids Study and he looked forward to the results of the study and the possibility of creating energy through biosolids.

Councilmember Ratchford

- She reported that the North Davis Fire District (NDFD) was 95% done with the new fire station. She said they anticipated completion right before July 4th.
- She announced a new Jack in the Box that had broken ground next to the Tru Hotel.
- She would be attending the Top of Utah Military Affairs Committee (TOUMAC) meeting where they were going to alert the committee of things going on overseas.

Councilmember Wurth

- He had spent time with the Parks Commission at the recent trail event at Steed Park.
- He attended the “Together We Ball” event with Circles where they played basketball with the police officers.
- He said the Mosquito District was in the thick of the spring season. They had fish that ate mosquito larvae.
- He expressed his excitement for the improvements that were coming to the City and the opportunities that would be opening up for residents. He recognized the vision it took to make things happen. He recognized the City was in uncharted waters but it was attractive and would keep this area on the map. He was excited to work with some of the architects of these changes.

CITY MANAGER'S REPORT

JJ Allen, City Manager

- He thought it was great to approve the MOC project on the heels of Public Works Week.
- He wanted to clarify the comments he made earlier about the relative simplicity of the road issues on 300 North. He realized it was a much more significant project than he had communicated. He said the water component was worth more than \$1M, storm water \$500k and street \$400k. It was pushing \$2M total and that was why the City could not rush into the project.

STAFF REPORTS

Nancy Dean, City Recorder

- She announced there would not be a meeting on June 4, 2024.
- There would be a work and policy session on June 11, 2024.
- There would be a work session on June 18, 2024.
- There would be a work and policy session on June 25, 2024.
- There would not be a Council meeting on July 2, 2024.

Councilmember Peterson moved to adjourn at 8:49 p.m., seconded by Councilmember

Thompson.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Thompson, Councilmember Ratchford, Councilmember Wurth

NO: None

ABSENT: Councilmember Roper

APPROVED AND ADOPTED
This day of 2024

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the forgoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, May 28, 2024.

/s/ Nancy R. Dean, City Recorder

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY SESSION
June 11, 2024

City Building
55 South State Street
Clearfield City, Utah

PRESIDING: Mayor Pro Tem Karece Thompson

PRESENT: Councilmember Nike Peterson, Councilmember Tim Roper, Councilmember Karece Thompson, Councilmember Megan Ratchford

ABSENT: Mayor Mark Shepherd, Councilmember Dakota Wurth

STAFF PRESENT: City Clerk Nancy Dean, Deputy City Recorder Chersty Titensor, City Manager JJ Allen, City Attorney Stuart Williams, Police Chief Kelly Bennett, Deputy Public Works Director Braden Felix, Community Development Director Spencer Brimley, Communications Manager Shaundra Rushton

VISITORS: None

Mayor Pro Tem Thompson called the meeting to order at 7:05 p.m.

Councilmember Peterson led the opening ceremonies.

APPROVAL OF MINUTES

May 14, 2024 – policy session

Councilmember Roper moved to approve the May 14, 2024 policy session minutes, seconded by Councilmember Ratchford.

RESULT: **Passed [3 TO 0]**

YES: Councilmember Roper, Councilmember Thompson, Councilmember Ratchford

NO: None

ABSTAIN: Councilmember Peterson

ABSENT: Councilmember Wurth

OPEN COMMENT PERIOD

There were no public comments.

APPROVAL OF THE AWARD OF CONTRACT FOR THE RECONSTRUCTION OF 350 SOUTH TO ORMOND CONSTRUCTION

Braden Felix, Deputy Public Works Director, explained that Ormond Construction was the

low and only bidder for the 350 Reconstruction project which spanned from Depot Street to State Street. The project was happening at the same time Lotus was tying into the same street. The project would cover the reconstruction of the street, water, sewer, storm drain lines, adding curb and gutter and installing sidewalk on the north side of the road. He said the original budget was \$1,274,500. Ormond Construction came in with a bid of \$1,474,856.89. He presented the option to reallocate funds with cost savings from a previous project at 975 South 1480 West that had come in \$800k under budget. He said with contingency they would need an additional \$356k reallocated. Staff was asking Council to approve the contract in the amount of \$1,474,856.89. After speaking with contractors working with Lotus Development to the south of the project, Staff found that the native material was good backfill material. He anticipated a potential reduction in cost of about \$100k. He said the contractor was willing to work with the City.

Councilmember Peterson moved to approve the award of contract for the reconstruction of 350 South from Depot Street to State Street to Ormond Construction and authorize the mayor's signature to any necessary documents, seconded by Councilmember Roper.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Roper, Councilmember Thompson, Councilmember Ratchford

NO: None

ABSENT: Councilmember Wurth

COMMUNICATION ITEMS

CITY COUNCIL'S REPORTS

Mayor Pro Tem Thompson

- Nothing to report

Councilmember Peterson

- Wasatch Integrated held a public hearing where it received comments and anticipated to raise rates on cans and commercial fees due to wage increases and increased cost of materials. Another significant item was a land sale that took place with a neighboring city prompting changes in how assets/land were handled and sold off in the future to ensure equity with all the members.
- She reported that the Board voted 10-8 to pass the amendments to the Recycling Program. She thought there were four benefits to Clearfield residents: 1) the changes removed penalties to cities who were not participating in the bundled program. She said that cities that chose not to actively participate would pay a higher rate because they were sending more waste to the landfill. Start as soon as possible, but no rush. 2) she estimated a \$10-20k savings in hard costs for marketing to residents. Wasatch Integrated would bear the costs; 3) She informed the Council that cities were able to consider Green Waste cans for city residents; 4) She said the Director's intention was to have the lower costs start immediately instead of waiting to incentivize people to pull items out of the waste stream. She said the tentative plan was when the city informed Wasatch Integrated of its chosen program then new costs would start, but after 12 months rates could go up based on level of diversion. She said Wasatch Integrated wanted notification from cities about their intended program participation. She said the

implementation time until roll-out was anticipated at 4-5 months. She said the item would need to be discussed in a future work session. Wasatch Integrated would come give a presentation for Council explaining program roll-out process.

Councilmember Ratchford

- She reported that the new fire department was approximately 96% done. She gave an update on the progress of construction.

Councilmember Roper

- He congratulated the new mayor of Sunset, Scott Wiggill.
- He provided an update from Open Doors. He said they were working on transforming Open Doors and working on moving away from emergency services – no longer doing Code Blue. They would handle family support and community action. He asked for help getting the word out about their respite nursery and emergency nursery. He asked for help with the Circles program. They were trying to get 60 allies by July. He asked for help getting the word out. He said Open Doors was transitioning from a Food Bank to a mobile food bank. He said they would stay in Clearfield and focus on the community and truly offer a hand up. He thought he would potentially be the Chair of Open Doors in August.

CITY MANAGER'S REPORT

JJ Allen, City Manager

- He said he had received an email from Commissioner Stephenson about the Code Blue Program asking for each city to provide an address for a potential Code Blue Warming Shelter. He said it would be queued up for discussion next week.
- He asked Council to be thinking about the FY25 Budget and specifically the impact on the budget based on the finalized data received from Davis County. He told Council that with the valuation and the rate the Council had previously indicated they were comfortable with, it would generate approximately \$111k more than plugged into the budget. He said options would be outlined in the Staff Report, but asked them to be thinking about it to discuss at next week's work session.
- He reminded Council that the City building would be closed in celebration of Juneteenth on Wednesday, June 19, 2024.
- He told Council he would not be in office Friday, June 14, 2024, or Monday, June 17, 2024.

STAFF REPORTS

Nancy Dean, City Recorder

- She informed the Council that Summer Palmer's mother-in-law passed away. She said the viewing was in South Jordan Wednesday night, and the funeral on Thursday.
- She told the Council that there would be Council meetings every Tuesday for the remainder of the month, but no meeting on July 2, 2024.

Kelly Bennett, Police Chief

- He invited the Council to attend the upcoming "Cops and Cars" Car Show on Saturday, June 15, 2024. It was from 10 a.m. to 2 p.m. at Fischer Park. He said there would be food trucks, and all proceeds would benefit the Davis Education Foundation for the Clearfield High School Teen Center.

Councilmember Peterson moved to adjourn the policy session and reconvene in the work session at 7:25 p.m., seconded by Councilmember Roper.

RESULT: Passed [4 TO 0]

YES: Councilmember Peterson, Councilmember Roper, Councilmember Thompson, Councilmember Ratchford

NO: None

ABSENT: Councilmember Wurth

APPROVED AND ADOPTED
This day of 2024

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the forgoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, June 11, 2024.

/s/ Nancy R. Dean, City Recorder



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, June 25th, 2024

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 2024-0405**, a zoning text amendment request by Clearfield City to amend the building materials in the Downtown Clearfield Form Based Code. (**Legislative Action**).

PLANNING COMMISSION RECOMMENDATION

On June 5th, 2024, the Planning Commission forwarded a recommendation of approval for the proposed amendments. This recommendation was made on a unanimous vote.

BACKGROUND & ANALYSIS

The Downtown Clearfield Form Based Code (FBC) includes permitted primary and secondary materials that are intended to establish a high quality of appearance for buildings, enhance the pedestrian experience, and create a cohesive character conducive to a walkable mixed-use downtown. Based upon staff research and feedback from the Planning Commission and City Council, the permitted materials were decided upon and adopted as part of the update to the FBC in 2020. As written, the list of permitted materials constitutes the only allowed building materials for projects within the FBC area, and prohibits any material not included in either the permitted primary or secondary building materials lists.

Innovation and necessity have allowed for continuous improvement and advancement in building materials that are proven to be longer lasting and of higher quality than previous materials. An example is the change that has been seen with the usage of vinyl siding in home construction. This material, once innovative and essential, is steadily being replaced with the use of fiber cement board or hardie board. Both provide the same look, but the fiber cement board is more wood-like and durable than vinyl siding and allows for finishes/color not possible before. Materials are also determined based upon the look and character that a community would like to convey. In the spirit of continuous improvement, staff have been discussing building materials and finds it appropriate to prepare for the ever-changing advancement in building materials, by proposing the following changes to the Downtown Clearfield Form Based Code building materials standards. It should be noted that changes to building materials throughout other zones in the city may also be addressed at a future date, but Staff recognizes the urgency to update the materials for the FBC area to best address upcoming development and redevelopment projects in the downtown.

CITY COUNCIL WORK SESSION DISCUSSION – JUNE 11, 2024

On June 11th, 2024, Planning Staff reviewed the proposed amendments and Planning Commission recommendation with the City Council. Based on the feedback from that meeting changes have been made to the text amendments with a final draft of the amendments provided as an attachment to this report.

GENERAL FINDINGS – ZONING ORDINANCE TEXT AMENDMENT

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed amendments are in accordance with the General Plan which encourages continual evaluation and modifications to adopted ordinances as circumstances require. The proposed amendments provide greater flexibility in building design and construction for redevelopment and the city's economic development efforts within the Downtown Clearfield Form Based Code area.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The proposed amendment is based on continual evaluation of the Form-Based Code and to incorporate advances in building technologies that allow for more affordable construction with materials that are of high quality and long lasting.

FINDINGS AND CONCLUSION

Based upon a review of the existing and proposed ordinance standards Staff concludes the following:

1. The Downtown Clearfield Form Based Code should be continually evaluated to address local and market needs identified through code implementation and downtown redevelopment.
2. The proposed amendment recognizes ongoing advancements in building construction materials and the ways they can be used to provide a high quality and long-lasting product.

CORRESPONDING POLICY PRIORTIES

- **Providing Quality Municipal Services**

Clearfield City Planning Staff with this amendment and others to the Form Based Code seeks continuous improvement with innovative solutions and adjustments that meet city and development needs.

- **Improving Clearfield's Image, Livability, and Economy**

The proposed amendment encourages high-quality design and materials that add to the aesthetics of the downtown area.

FISCAL IMPACT

None.

ALTERNATIVES

The City Council may deny the requested amendments or make additional changes prior to approval of the amendments.

SCHEDULE/TIME CONSTRAINTS

The Planning Commission reviewed and forwarded a recommendation of approval to the City Council on June 5th, 2024. The amendment was reviewed in a work session with the City Council on June 11th, 2024. If the City Council chooses to table this item, it will need to be tabled to a specific future date and time.

LIST OF ATTACHMENTS

- FBC Building Material Amendments – Final Draft

6.0 Building Types

6.13 Building Design Standards

1. Intent

The Design Standards are intended to establish a high quality appearance of buildings, enhance the pedestrian experience, and create a cohesive character for Downtown Clearfield.

2. Materials

(1) Primary Facade Materials. Primary materials shall be used for a minimum of 75% of each facade for buildings in the Urban Core Commerce, Urban Mixed Residential, and Civic Districts. Primary materials shall be used for a minimum of 60% of each facade for buildings in the Town Mixed Commerce, Town Neighborhood Residential, and Gateway Corridor Commerce Districts. For facades over 500 square feet, more than one primary material may be used. Refer to Figure 6.13 (1).

(a) Permitted Primary Materials. ~~Primary building materials shall include the high quality, durable, natural materials.~~

- (i) Stone
- (ii) Brick
- (iii) Engineered Wood Siding
- (iv) Fiber Cement Board (lapped or shingled, panels)
- (v) Glass
- (vi) Foam Insulated Metal Panels

(b) Non-Permitted Primary Materials. Primary building materials may not include vinyl siding or aluminum slat siding, unfinished poured concrete, or rusted metal.

Primary Materials: Stone



Primary Materials: Brick



Primary Materials: Glass



Primary Materials: Fiber Cement Board



Primary Materials: Metal Panels



Figure 6.13 (1). Primary Materials.

(2) Secondary Facade Materials. Secondary materials are used to highlight details and/or provide accents and architectural variety. Secondary materials may shall be used for a maximum of 25% of each facade for buildings in the Urban Core Commerce, Urban Mixed Residential, and Civic Districts. Secondary materials may shall be used for a maximum of 40% of each facade for buildings in the Town Mixed Commerce, Town Neighborhood Residential, and Gateway Corridor Commerce Districts.

(a) Permitted Secondary Materials. ~~Secondary building materials shall include high quality, durable, natural and synthetic materials.~~

- (i) All primary materials may be used as secondary materials.
- (ii) Fiber reinforced materials for trim and cornice elements, including:
 - i. Glass Fiber Reinforced Concrete (GFRC)
 - ii. Polymer-modified Glassfiber Reinforced Gypsum (PGRG)
 - iii. Fiberglass Reinforced Plastic (FRP)
 - iv. Glassfiber Reinforced Gypsum (GRG)
- (iii) Fiber Cement Board Panels or Phenolic Resin Panels
- (iv) Metal (beams; cast; sheet; extruded;) for beams, lintels, trim, and ornamentation; and, exterior architectural metal panels and cladding; and metal composite material panels and cladding.
- (v) Exterior Insulation and Finishing Systems (EIFS) and/or Stucco.
 - i. Permitted for trim only and/or on upper floor facades only in the Urban Core Commerce, Urban Mixed Residential, and Civic Districts.
 - ii. Permitted on any area of the facade for buildings in the Town Mixed Commerce, Town Neighborhood Residential, and Gateway Corridor Commerce Districts.
- (vi) Pre-cast Textured or Patterned Concrete, Cast-in Place Concrete, or Board-formed cast-in place concrete.
- (vii) Cast Stone

(b) Non-Permitted Secondary Materials. All non-permitted primary materials as listed shall not be used.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, June 25th, 2024

SUBJECT: Public Hearing, Discussion, and Possible Action on **ZTA 2024-0502**, a zoning text amendment request by Dallin Aston with NovaSource Enterprises, LLC to amend Section 11-15-8 D2 for the frontage standards for monument signs. **(Legislative Action)**.

PLANNING COMMISSION RECOMMENDATION

On June 5th, 2024, the Planning Commission forwarded a recommendation of approval for the proposed amendment as requested. This recommendation was made on a unanimous vote.

BACKGROUND & ANALYSIS

Chapter 11-15 of Clearfield Municipal Code addresses sign regulations for all signs throughout the city. Additional signage regulations are provided specifically for the Downtown Form-Based Code area and the Clearfield Station Master Development Plan area. Those regulations are not impacted by this proposed code amendment and do not include a frontage requirement as is required elsewhere in the city. The applicant is in the process of developing a commercial property located at 856 W. Antelope Drive, but given current monument sign standards, would be unable to have a sign for their business. The narrowness of this property prevents the future business from having a monument sign because the property is not one-hundred feet (100') wide. Therefore, the applicant has submitted this request to provide a monument sign for that future business.

Existing and Proposed Monument Sign Standards

Development standards for monument signs are provided in Section 11-15-8D. Below staff has incorporated proposed changes into the existing code language, as shown in red with strikethroughs and underlined features indicating language to be removed and language to be added.

D. Monument Signs: Monument signs shall be allowed for commercial or manufacturing uses. The following standards shall apply:

1. *Sign Area: No monument sign shall exceed sixty-four (64) square feet in area.*
2. *Minimum Street Frontage: There shall be a minimum street frontage of one hundred feet (100') fifty feet (50') per monument sign. In no case shall there be more than two (2) monument signs per street frontage for any freestanding building on its own lot or for any planned commercial or manufacturing center.*



3. *Minimum Distance: No monument sign shall be located within one hundred feet (100') of another monument or freestanding sign on the same side of the street, whether on the same parcel or on an adjacent parcel.*
4. *Sign Height: Monument signs shall have at least a one foot (1') pedestal, and the illuminated cabinet shall not exceed five feet (5') for a total of six feet (6') except along 1700 South, SR-126 and SR-193 where monument signs shall have at least a one foot (1') pedestal, and the illuminated cabinet shall not exceed eight feet (8') or a total of nine feet (9'). The height to the top of the sign as measured from the street curb may vary depending upon landscaping, but the combined height of the sign and berming/landscaping shall not exceed nine feet (9'). The sign base shall be landscaped.*
5. *Reader Boards: Reader boards (changeable copy areas) and electronic message centers shall not exceed fifty percent (50%) of the total monument sign area.*
6. *Freestanding Monument Signs: A monument sign allowed by this section may be substituted with a freestanding monument sign.*

Staff Analysis

The proposed changes do not modify the code standard listed in Subsection 11-15-8D3 that requires a minimum distance between monument signs of one hundred feet (100'). This standard applies to monument signs on the same property and on adjacent properties. With the frontage reduction, this specific site will still need to see one of the adjacent property monument signs relocated to comply with this minimum separation of one hundred feet (100'). The applicant is confident that can be accomplished.

The minimum frontage requirement is not a development standard included in the Downtown Clearfield Form-Based Code or in the Clearfield Station Master Development Plan and does not seem to be necessary. With that in mind, a requirement could still prove beneficial to avoid any unforeseen and unintended consequences for all other areas of the city that are suburban in nature. Staff recognizes that standards to avoid visual sign clutter are still provided with, 1) the maximum limit of two (2) monument signs per frontage (referring to frontage here indicates that is a per property frontage standard), and 2) the minimum separation of one hundred feet (100') between monument signs. Based on this analysis, staff recommends approval of the zoning text amendment to the minimum property frontage requirement for monument signs as requested by the applicant.

GENERAL FINDINGS – ZONING ORDINANCE TEXT AMENDMENT

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed amendments are in accordance with the General Plan which encourages continual evaluation and modifications to adopted ordinances as circumstances require. The proposed amendment supports commercial development and business success to allow for more narrow properties to have a monument sign. By maintaining the distance requirement between signs, the city avoids visual sign clutter that can occur with too many signs located within close proximity of each other.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The proposed amendment is based continual evaluation of city code. The changes support equity in commercial advertising.

FINDINGS AND CONCLUSION

Based upon a review of the existing and proposed ordinance standards Staff concludes the following:

1. The proposed amendment is supportive of the business community while maintaining adequate separation to prevent visual sign clutter.
2. The proposed amendment recognizes the advertising needs of businesses located on narrow properties.

CORRESPONDING POLICY PRIORTIES

- *Providing Quality Municipal Services*

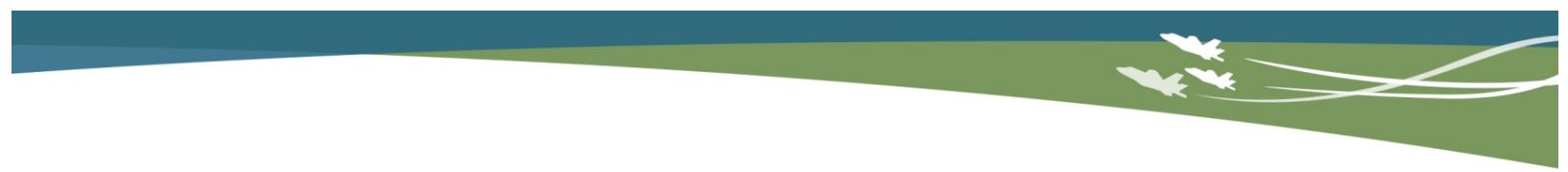
This amendment is part of continuous improvement with innovative solutions and adjustments that meet city and development needs as well as provide business-friendly and supportive sign regulations.

- *Improving Clearfield's Image, Livability, and Economy*

The amendment will improve the image, livability, and economy by supporting businesses while maintaining appropriate distances between monument signs.

FISCAL IMPACT

None.



ALTERNATIVES

The City Council may deny the requested amendments or make additional changes prior to approval of the amendments.

SCHEDULE/TIME CONSTRAINTS

The Planning Commission reviewed and forwarded a recommendation of approval to the City Council on June 5th, 2024. The amendment was reviewed in a work session with the City Council on June 11th, 2024. No comments of concern or proposed changes were mentioned on that date. If the City Council chooses to table this item, it will need to be tabled to a specific future date and time.

LIST OF ATTACHMENTS

- None



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: June 25, 2024

SUBJECT: Fiscal Year 2024 Proposed Budget Amendments

RECOMMENDED ACTION

Staff recommends the Mayor and City Council consider the FY2024 proposed budget amendments.

DESCRIPTION / BACKGROUND

The attached table is draft only. New amendment proposals and/or adjustments may be made before final approval on June 25, 2024.

The attached table lists proposed expenditures that do not have budget authority, or which exceed FY2024 budget authority and require budget amendments as allowed by Utah Code Title 10 Chapter 6 Section 124 to 129.

CORRESPONDING POLICY PRIORITIES

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

FISCAL IMPACT

The proposed General Fund amendments net use of unrestricted GF fund balance total \$92,239. This would bring the total budgeted use of General Fund reserves/available cash for FY24 to \$6,884,812.

The FY24 year-end reserve balance will be about 17% or \$4.1M less than 35%. These numbers are based off original budget projections and will likely be different, especially when considering year to date investment earnings budget to actual.

Furthermore, this amendment incorporates the general fund transfer of \$3,924,845 to the capital project fund for FY25. As a result, the FY24 ending fund balance will be further reduced.

ALTERNATIVES



Most of the recommended amendments are due to expenditures that have already been incurred and/or authorized consistent with previous discussions with the City Council and should consequently be approved. Others are recommended for approval but are more discretionary and could be removed from the final list.

SCHEDULE / TIME CONSTRAINTS

The budget is typically amended in January, and again in June.

LIST OF ATTACHMENTS

- FY2024 Budget Amendment Items Worksheet

FY2024 Budget Amendment Items - June

Fund Division	Expense Account Title	Division-Account#	Expense Adjust	Description	Source Account Title	Source Adjustment
General Fund						
Court	Personnel	104121-613201	35,050	Judge Brower employer paid 401k contribution	Fund Balance	35,050
* Streets	Contracted Services	104413-613201	57,189	Greenbelt rollback taxes for 1300 South - Davis County	Fund Balance	57,189
* CED Admin	Personnel	104611-various	83,000	Reallocation of Budget from Planning to CED Admin	Reallocation	83,000
Transfers	Transfer to Capital	104810-691004	3,924,845	Additional-Transfer FY25 Fund 45 Capital in FY24	Fund Balance	3,924,845
Total New Use of Unrestricted Fund Balance Items			<u>92,239</u>			
Total Rollover from Prior Year				0		
Total Reallocation of Current Budget Items				83,000		
CDRA Fund						
* CDRA	Developer Incentive	204618-645004	50,000	Argentine Corner Incentive	RDA #8 Fund Balance	50,000
CDRA	Transfer Cap Projects	204617-691001	597,000	Amphitheater move FB monies from fund 20 to 45	RDA #7 Fund Balance	597,000
Cap Project						
* Transfer in	Transfer from CDRA	450000-382001	597,000	Amphitheater move FB monies from fund 20 to 45	Transfer from CDRA	597,000
Transfer in	Transfer From GF	450000-381004	3,924,845	Additional-Transfer FY25 Fund 45 Capital in FY24	Transfer from GF	3,924,845

* item previously communicated to the Mayor and Council



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: June 11, 2024

SUBJECT: Consolidated Fee Schedule - Mid-Year Utility Rate Adjustments

RECOMMENDED ACTION

Staff recommends the Mayor and City Council consider the proposed utility rate changes.

DESCRIPTION / BACKGROUND

In 2021, we completed a Utility Rate Study that projected future costs and outlined revenues needed to cover those costs. All costs are now higher than the study projected. The highest increase has been the cost of large projects necessary to maintain the system. Additionally, Weber Basin Water has increased, and will continue to increase for at least the next three years, their water charge to the city well higher than our original utility rate study projections.

During the April 30th work session, we debated several scenarios and settled on a plan of action. This plan involves proceeding with most of the planned projects and covering the costs through increased rates and financing, while maintaining adequate cash reserves. At the May 21st meeting, it was decided to implement these rate increases, along with the planned January 2025 increases, simultaneously on July 1, 2025. Consequently, there will be no rate increase in January 2025, and the next increase will likely occur in January 2026.

Proposed Utility Rate Increases

For residential accounts, the monthly base rate will increase by \$4.90 for water, \$4.18 for sewer and \$0.70 for storm, resulting in a total monthly increase of \$9.78. Additionally, the 2 cents per 1,000 gallons water use rate increase planned for January 2025 will now take effect July 1.

These changes are driven by a few key factors:

- 1. Infrastructure Projects:** The future viability of our aging water and sewer systems depends on significant capital investment. The increased fees will fund critical repairs, replacements, and modernization efforts.
- 2. Cost Escalation:** Not only do we have several high-priority and large-scale capital projects, but the cost of these projects is rapidly increasing due to the current inflationary economy. Delaying projects



would likely only result in them being even more expensive later.

3. Weber Basin Water Increases: Weber Basin Water is planning 12% to 13% annual rate increases over the next four years, further emphasizing the need to adjust our rates.

By addressing these challenges proactively, we aim to maintain the quality of our water and sewer services and ensure long-term sustainability.

Garbage and Recycling

Waste Management's CPI increase for FY25 is 5.5%. The proposed new rates will pass this additional cost for curbside trash and recycling on to the end user. Additionally, the increased cost of the second garbage can is intended to encourage residents to choose recycling instead, generating less landfill waste. The fee for the second can will rise from \$10.50 to match the first can at \$16.75. The current recycling rate of \$5.50, which was already subsidized, will increase to \$6.50, bringing it 2 cents above cost.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

These proposed rate changes improve the quality of municipal services by ensuring enough resources to replace aging infrastructure and to maintain and manage the systems at a higher standard.

HEDGEHOG SCORE

23

FISCAL IMPACT

If the proposed rate increases are passed, the utility funds will have sufficient resources for future capital projects, good debt service coverage ratios, and will maintain over 150 days cash on hand (a key measure of security).

ALTERNATIVES



A slower paced capital project schedule may reduce the magnitude of the rate increases but may hinder services levels and cost even more in the long run.

SCHEDULE / TIME CONSTRAINTS

The water and sewer funding scenarios presented were built around at least base rates increasing July 1, 2024. Garbage and recycling rate increases from Waste Management are also effective July 1, 2024.

LIST OF ATTACHMENTS

- Consolidated Fee Schedule

BUILDING RENTAL FEES		
	Resident	Non-resident
Refundable cleaning & security deposit - no food	\$50.00	\$50.00
Refundable cleaning & security deposit - food served	\$300.00	\$300.00
Room rental rates listed below are per-hour		Resident
Room Rental /hour (2-4 hrs) non-profit, government, commercial	\$50.00	\$65.00
Theater	\$100.00	\$125.00
Rhythm (Dance Studio)	\$50.00	\$75.00
Hospitality (1st Floor, NE)	\$35.00	\$50.00
Tempo (Music Room)	\$35.00	\$50.00
Studio (Art Studio)	\$35.00	\$50.00
Gala East (multi-purpose room)	\$50.00	\$75.00
Gala West (multi-purpose room)	\$50.00	\$75.00
Gala Combined (multi-purpose room)	\$100.00	\$125.00
Tables (6 Chairs and 1 table)	\$10.00 flat fee	\$10.00 flat fee
Chairs (1 dozen)	\$10.00 flat fee	\$10.00 flat fee

PARKING VIOLATIONS		
		Fee
Unauthorized Use of Streets		\$125.00
Stopping, Standing and Parking 7-4-1 through 7-4-25 7-3-1 through 7-3-25		\$125.00
Stopping, Standing and Parking 7-4-28 through 7-4-30 7-3-28 through 7-3-30		\$125.00
Stopping, Standing and Parking 7-4-26 Fire Lanes 7-3-26		\$200.00
Stopping, Standing and Parking 7-4-27 Parking for Person with Disabilities 7-3-27		\$200.00
Trucks, Dynamic Braking & Restricted Vehicles 7-5-2 Parking of Trucks 7-4-2		\$200.00
Payment Reduction; Time Limits:		Fee Reductions:
Any penalty that is paid within ten (10) days from the date of notice shall be reduced by the sum of:		\$100.00
Any penalty that is paid within twenty (20) days from the date of notice shall be reduced by the sum of:		\$50.00
Any penalty that is paid within thirty (30) days from the date of notice shall be reduced by the sum of:		\$25.00
Civil Infraction Hearing Examiner ("CIHE") Reduction:		Fee
A Penalty Reduction for a Parking Violation by CIHE Pursuant to 1-15-6(3) shall be no less than the total sum of:		\$15.00

CODE ENFORCEMENT		
		Fee
Penalties, Costs, and Filing Fees:		
Vehicle Restoration Permit (Not to exceed six (6) consecutive months)		\$25.00
Vehicle Restoration Permit Extension (One (1) six-month extension)		\$50.00
Violation Penalty (subject to reductions at the discretion of the city manager or designee)		The standard fine is \$50.00 per day of continuing violation for the 14 days immediately following service of the notice of violation and \$100 per day thereafter.
Hearing Request Filing Fee (subject to reductions at the discretion of the city manager or designee)		\$150.00 per request
First Compliance Inspection		No Charge
Repeat Re-Inspection Fee (subject to reductions at the discretion of the city manager or designee)		The standard repeat re-inspection fee is \$150.00 for the second inspection; and \$200.00 for any further inspections.
Administrative Code Enforcement Costs, including costs of hearing preparation, notice of violation investigation, and re-inspections		Actual hourly rates for participating employees and actual costs expended, all established by affidavit with the Hearing Officer.
Interest Rate on Overdue Amounts		10% per annum, compounded monthly

UTILITIES

Water:	July 1 2024	Jan 1 2026	Jan 1 2027
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Water rates are from January 1st to December 31st

Residential

Single family:

Monthly Base Fee (5/8" meter)	\$24.50	\$25.97	\$27.53
Usage rates charges per 1,000 gallons:			
0 - 10,000	\$1.00	\$1.02	\$1.04
10,001 - 20,000	\$1.22	\$1.24	\$1.26
20,001 - 40,000	\$1.53	\$1.56	\$1.59
40,001 - 60,000	\$2.23	\$2.27	\$2.32
60,001 - 80,000	\$2.92	\$2.98	\$3.04
80,000 +	\$4.06	\$4.14	\$4.22

Multi-Family Units, Apartment Houses & Mobile Home Parks

(7,000 gallons allowed per unit, then commerical rates apply)

Monthly Base Fee	\$26.49	\$28.08	\$29.76
Usage rates per 1,000 gallons	\$1.48	\$1.51	\$1.54

Commercial

Monthly Base Fee, based on meter size

5/8" - 3/4"	\$34.86	\$36.95	\$39.17
1" - 1 1/2"	\$135.59	\$143.73	\$152.35
2"	\$177.89	\$188.56	\$199.87
3"	\$455.81	\$483.16	\$512.15
4"	\$698.08	\$739.96	\$784.36
6"	\$1,240.45	\$1,314.88	\$1,393.77

Usage rates per 1,000 gallons	\$1.48	\$1.51	\$1.54
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Sprinkling lawns, unmetered:

Base fee from 5/8" commercial rate plus per square foot of lawn area. Unmetered lawn accounts will be billed monthly for a five (5) month period each year, from May 1 up to and including September 30.	\$0.006425	\$0.006425	\$0.006425
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Fire Protection Standby Charge:

Sprinkling system standby charge per diameter inch of main pipe supply	\$460.88	\$470.10	\$479.50
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More than one User:

Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.

Unmetered Services:

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees

8 or fewer employees minimum 1.0" meter size	\$111.78	\$114.02	\$116.30
9 or more employees, charged at 2.0" meter size	\$146.75	\$149.69	\$152.68

Sewer:	July 1 2024	Jan 1 2026	Jan 1 2027
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UTILITIES

Residential

Single Family Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	\$18.11	\$18.47	\$18.84
North Davis Sewer District	beginning July 1	\$21.50*	\$21.50*	\$21.50*

Multi-Unit Monthly Base Fee

Clearfield City (increase 3% per year)	beginning Jan 1	\$14.40	\$14.83	\$15.27
North Davis Sewer District	beginning July 1	\$21.50*	\$21.50*	\$21.50*

Commercial

Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	\$21.63	\$22.06	\$22.50
North Davis Sewer District	beginning July 1	\$21.50*	\$21.50*	\$21.50*

Usage rates 0-5,000

Clearfield City (increase 2% per year)	beginning Jan 1	\$2.38	\$2.43	\$2.48
North Davis Sewer District	beginning July 1	\$2.15*	\$2.15*	\$2.15*

*Subject to change by the North Davis Sewer District

Note: North Davis Sewer District charges are set by the sewer district and not Clearfield City. These rates may change.

Billing periods beginning May 1st through and including the November 1st bill of each year will be billed on a five month winter average consisting of water consumption from December 1st through April 1st bills.

More than one User:

Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.

Unmetered Services:

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees

8 or fewer employees minimum 1.0" meter size

Commercial Monthly Base Fee

9 or more employees, charged at 2.0" meter size

Commercial Monthly Base Fee + \$1.00/employee

Special Treatment:

When sewage requires special treatment or causes an unusual and abnormal burden on the disposal facilities, additional charges shall be assessed as determined by the City Council to be fair and equitable.

Storm Water:

July 1 2024 Jan 1 2026 Jan 1 2027

Residential - Monthly	Increase per Year			
Single-Family per ESU and duplex	8% '25; 3% '26 '27	\$9.42	\$9.70	\$9.99
Tri-plex and fourplex				
Apartments with more than 4 units at Commercial rate				

Commercial - Monthly

UTILITIES

Retention Percent

0%	\$9.42	\$9.70	\$9.99
20%	\$7.54	\$7.76	\$7.99
30%	\$6.59	\$6.79	\$6.99
50%	\$4.71	\$4.85	\$5.00

(2,700 sq ft of impervious surface equals 1 ESU)

Credit for On-Site Mitigation:

50% with maximum release of 0.20 cfs/ac and having installed an approved sand & oil interceptor system prior to discharging in to the city's storm drain system
30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention basin within a landscaped area
20% with maximum release of 0.20 cfs/ac within an impervious surface area on the site or within a piping system designed for detention on-site

Residential Solid Waste (Garbage) & Recyclables:

Base fee--1st trash container	\$16.75
Each additional trash container	\$16.75
Recycle container	\$6.50
Each additional recycle container	\$6.25

Utility Taxes:

Six percent (6%) of total water and sewer charges

Misc. Fees:

Refundable security deposit	\$120.00
Late Fee	\$10.00 or 1.5%, whichever is greater
Second Delinquent Notice	\$15.00
Third Delinquent Notice-Disconnect Eligible	\$35.00
Water Meter Tampering	\$150.00
Water Meter Damage	\$500.00



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Stuart Williams, City Attorney

MEETING DATE: June 25, 2024

SUBJECT: Proposed New Interlocal Cooperation Agreement between Clearfield City and Military Installation Development Authority (MIDA)

RECOMMENDED ACTION

Staff recommends that the Mayor and Council approve the proposed new Interlocal Cooperation Agreement between Clearfield City and MIDA. See Attachment A.

DESCRIPTION / BACKGROUND

In 2016, the City and MIDA entered an Interlocal Cooperation Agreement, wherein the city agreed to provide certain defined Municipal Services to MIDA within a defined Service Area in exchange for being reimbursed by MIDA for those said municipal services.

Over time, the 2016 original Interlocal Cooperation Agreement has been reviewed to ensure that the correct municipal services are included in the terms of the agreement, as well as to update the costs to be paid to the city in exchange for performing those municipal service to MIDA.

Attached is a proposed new Interlocal Cooperation Agreement that is intended to update and replace the prior agreements. This proposed new Interlocal Cooperation Agreement updates and clarifies what municipal services are to be provided by the city to MIDA and the costs MIDA is required to pay to the city. In addition, this proposed new Interlocal Cooperation Agreement includes two specific unique changes worth noting:

1. Police Services will no longer be paid on a “per call out basis,” but rather an annual “flat fee.” Both the city and MIDA agree that this approach to billing will be easier for each party and result in less man hours and accounting for billing services. The total cost of the flat fee for Police Services is \$10,000.00 dollars annually. This amount is based on a formula (see attached proposed new Interlocal Cooperation Agreement) created by the city and has been agreed to by MIDA. The city does have the ability to reassess the flat fee in the future, as needed.
2. Business Licensing for MIDA businesses will be processed, reviewed, and issued through the city in a manner that is consistent with all business license applications within the city. However, the city



will not collect a disproportionate fee for those businesses located within the MIDA Service Area, as defined in the Interlocal Cooperation Agreement. Both the city and MIDA agree that the disproportional fee collected as part of the business licensing will no longer be collected in exchange for the ongoing payments to be made by MIDA for those Municipal Services set forth within the new Interlocal Cooperative Agreement.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

HEDGEHOG SCORE

Staff has not performed a Hedgehog score at this point.

FISCAL IMPACT

- \$11,670.00: The annual negative fiscal impact the elimination of the disproportionate fee on business licenses for those businesses located within the Service Area.
- \$10,000.00: The proposed “flat fee” is the annual amount the Police Department will be reimbursed for Police Services within the Service Area.
- TBD: The proposed new Interlocal Cooperation Agreement includes increased rates for providing public works municipal services. This will result in a positive fiscal impact, but the exact amount is dependent on the services provided in any given year.

ALTERNATIVES

Subject to alternative direction given by Council, Staff presents the following alternatives:

1. Council may instruct staff to proceed with the new Interlocal Cooperation Agreement between Clearfield City and MIDA, as proposed.
2. Council may instruct staff to proceed with the new Interlocal Cooperation Agreement between Clearfield City and MIDA, subject to specifically articulated edits.
3. Council may instruct staff not to replace or amend the current Interlocal Cooperation Agreement between Clearfield City and MIDA.
4. Council may provide staff with alternative direction.

SCHEDULE / TIME CONSTRAINTS

There is no legal requirement regarding the timing or need to proceed with the proposed new Interlocal Cooperation Agreement. However, because the annual business licensing fees, including the payment of the disproportionate business licensing fee will become due on July 1, 2024, staff recommends that the proposed new Interlocal Cooperation Agreement be entered prior to July 1, 2024, to avoid confusion or making the licensing process difficult for either city staff or those valued businesses located within the MIDA Service Area.

LIST OF ATTACHMENTS

- Draft New Interlocal Cooperation Agreement between Clearfield City and MIDA

2024 INTERLOCAL COOPERATIVE AGREEMENT
between
CLEARFIELD CITY
and
MILITARY INSTALLATION DEVELOPMENT AUTHORITY

This 2024 Interlocal Cooperation Agreement ("Agreement") is made and entered into as of June __, 2024 by and between CLEARFIELD CITY ("Clearfield"), a municipal corporation of the State of Utah, and the MILITARY INSTALLATION DEVELOPMENT AUTHORITY ("MIDA"), an independent, nonprofit, separate body corporate and politic of the State of Utah. Clearfield and MIDA are sometimes referred to collectively as the "Parties," and either may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code Annotated 1953, as amended ("MIDA Act"), MIDA created the Falcon Hill Project Area; and

WHEREAS, pursuant to the MIDA Act, MIDA exercises "exclusive police power within a project area" but may "enter into an agreement with a political subdivision of the state under which the political subdivision provides one or more municipal services within a project area;" and

WHEREAS, the Parties previously entered into an Interlocal Cooperation Agreement in 2016 and a revised Interlocal Cooperation Agreement in 2020 to provide such services; and

WHEREAS, the Parties are interested in continuing the relationship by entering into this Agreement that will rescind and replace all existing Interlocal Agreements between the Parties; and

WHEREAS, MIDA has jurisdiction over a road that enters into Hill Air Force Base at the Clearfield exit from I-15 and certain property in the vicinity of the road, as more particularly shown in Exhibit A, attached and incorporated herein ("Service Area") and which may be amended, as provided herein;

WHEREAS, Clearfield is willing to provide certain municipal services to MIDA in the Service Area on an as needed basis at the rates shown in Exhibit B, attached and incorporated herein ("Municipal Services") which may be amended, as provided herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereafter 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, it is hereby agreed as follows:

1. Municipal Services. Clearfield will provide the following Municipal Services:

A. Police Service. Clearfield will provide basic public safety patrol services and respond to all public safety related calls for service within the Service Area.

i. Cost of Police Service. In exchange for those services described above, MIDA will pay Clearfield an annual flat fee due on or before June 1st of each year.

RESPONSIVE PUBLIC SAFETY POLICE SERVICES				
3-Year Avg. Number of Calls per year to Service Area	1-Hour Avg. Per Call	Average Cost to City Per Hour for Officer	2 Officers Per Call to Service Area	TOTAL RESPONSIVE COST
20 Calls	20 Hours	\$123.00	20 Hours x \$246.00	\$4,920.00
PUBLIC SAFETY PATROL POLICE SERVICES				
Estimated Weekly Patrol Hours	Estimated Annual Patrol Hours	Average Cost Per Officer	ESTIMATED TOTAL PATROL COST	
45 min - 1 Hour	39 - 52 Hours	39 - 52 Hours x \$123.00	\$4,797.00 - 6,396.00	
ESTIMATED TOTAL PUBLIC SAFETY POLICE SERVICES COST:				
STIPULATED FLAT FEE FOR PUBLIC SAFETY POLICE SERVICES:				\$10,000.00

ii. Flat Fee Adjustments. Clearfield may update the above formula used to create the flat fee or the flat fee itself after notifying MIDA 60 days prior to making any change that results in an increase in the total cost.

B. Business Licensing. Businesses located within the Service Area shall be required to comply with all Clearfield business licensing requirements, except for any disproportionate business licensing fee included in Clearfield's Consolidated Fee Schedule. This exception is based on Clearfield receiving an annual flat fee to be paid by MIDA to Clearfield for police services within the Service Area (see above).

C. Municipal Services Listed on Exhibit B. MIDA agrees to pay Clearfield for those Municipal Services listed on Exhibit B.

i. Costs. MIDA shall pay Clearfield at the rate indicated on or referenced to within Exhibit B.

ii. Cost Adjustments. Clearfield may update the pricing from time to time for those Municipal Services listed on Exhibit B by either:

- a. Notifying MIDA of a Public Hearing that includes a proposed increase to one or more of the prices within Exhibit B, or
 - b. Notifying MIDA 60 days prior to any proposed increase to one or more of the prices within Exhibit B.
2. **Invoicing.** Clearfield will invoice MIDA once a month for any services provided. MIDA shall pay the invoice within 30 days of receipt of the invoice. Late payments shall incur an interest rate of 10% per annum.
3. **Courts.** Any citations issued or other criminal actions taken by the Clearfield police department shall be processed in the same manner and through the same courts as if the incident occurred in Clearfield. Clearfield shall be entitled to retain any fines or other penalties assessed and MIDA shall not be invoiced for court or prosecution services.
4. **Term.** This Agreement shall run for five years beginning on the date of execution and shall automatically renew for two additional five-year terms unless earlier terminated by either Party. Either Party may terminate this Agreement by providing 90 days' written notice to the other Party.
5. **Service Area Change.** If MIDA assumes responsibility for a larger area, MIDA may request to update the Service Area Exhibit A and provide written notice to Clearfield with a new Exhibit A map which shall be attached to this Agreement. The Parties acknowledge that a change in the Service Area may result in the need for either party to terminate, amend, or renegotiate the terms of this Agreement.
6. **Notices.** All notices or other communications to be given pursuant to this Agreement shall be in writing and shall be effective upon personal delivery to the other Party; upon being sent by certified mail, return receipt requested, postage prepaid; or, by email with a reply that it has been received. The notice shall be sent to:

To Clearfield:

Clearfield City Corporation
Attn: City Manager
55 S. State St., Suite 307
Clearfield, UT, 84105

With a Copy to:

Clearfield City Attorney's Office
Attn: City Attorney
55 S. State St.
Clearfield, UT 84015

To MIDA:

Michael Wagstaff
Falcon Hill Project Area Manager
Farmington, UT 84025
micaeldalewagstaff@gmail.com

With a Copy to:

Paul Morris
Executive Director & General Counsel
450 Simmions Way, Unit 400
Kaysville, UT 84037
paultmorris@outlook.com

Either Party may change its mailing address or email address for the purposes of this Agreement by giving written notice to the other Party.

7. **Liability and Indemnification.** Clearfield shall, defend, indemnify and hold MIDA harmless, including each of MIDA's officers, directors, managers, employees, agents, representatives, heirs, and assigns from any and all claims, demands, liabilities, damages, costs, expenses, rights, attorneys' fees, lawsuits and actions, of whatever kind or nature ("Liability"), resulting from Clearfield's providing of Municipal Services under this Agreement, except to the extent the negligence or willful acts of MIDA, its officers, directors, managers, employees, agents, representatives, heirs, or assigns, either cause or contribute to the Liability.
8. **Governmental Immunity.** Both Parties acknowledge they are local Governmental Entities under the Governmental Immunity Act of Utah (the "Act") and nothing in this Agreement shall be construed so as to waive any immunity, as it relates to third parties, enjoyed or bestowed upon either Clearfield or MIDA.
9. **Amendments.** This Agreement may be amended, changed, modified, or altered only by an instrument in writing and signed by both Parties.
10. **Assignment.** Neither Party may assign this Agreement without the written consent of the other Party.
11. **Disputes.** Any disagreement, dispute or claim arising out of or relating to this Agreement which cannot be settled by the Parties shall first be attempted to be settled through mediation before any Party may file an action in court.
12. **Counterparts.** This Agreement may be executed in counterparts by Clearfield and MIDA.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
14. **Entire Agreement.** This Agreement shall rescind, revoke, and replace any prior Interlocal Cooperative Agreements and those revised prior Interlocal Cooperative Agreements. This Agreement contains the entire agreement between the Parties, with respect to the subject matter, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the Parties.

15. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **Agreement Administration.** The Clearfield City Manager and the MIDA Executive Director have the authority to administer this Agreement and provide the updated Exhibits and notices.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

CLEARFIELD CITY

Mark Shepherd,
Clearfield City Mayor

ATTEST:

Nancy R. Dean, City Recorder

Approved and reviewed to
proper form and compliance with
applicable law:

City Attorney

**MILITARY INSTALLATION
DEVELOPMENT AUTHORITY**

Michael Wagstaff,
Falcon Hill Project Area Manager

ATTEST:

MIDA Staff

Approved and reviewed to
proper form and compliance with
applicable law:

MIDA General Counsel

Exhibit A Service Area

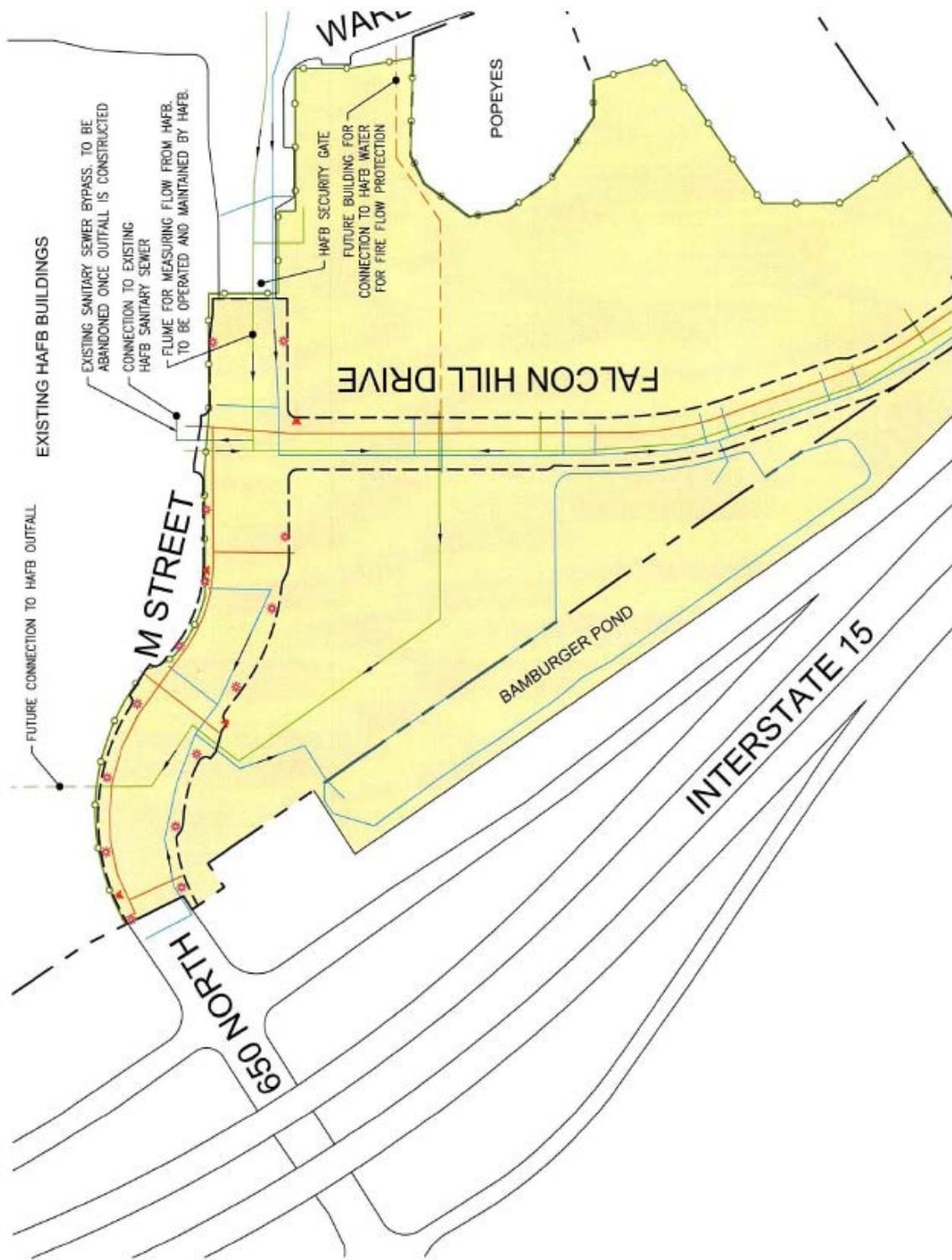


Exhibit B

Municipal Services

PUBLIC WORKS MUNICIPAL SERVICES	BILLING RATE
PUBLIC WORKS LABOR	
Contracted Services	Billed amount plus 10%
Administrative Rate	
Hourly Rate	\$120.00/hr.
Operator Rate	
Hourly Rate	\$60.00/hr.
OT Rate and After Hours	\$75.00/hr.
STREETS	
Street Maintenance	
Pothole Repair	Hourly Rate (OT/After Hours if applicable) + Materials
Seal Coating	Billed amount plus 10%
Concreate Repair	Hourly Rate (OT/After Hours if applicable) + Materials
Street Striping and Markings	Billed amount plus 10%
Street Sign Management	Hourly Rate (OT/After Hours if applicable) + Materials
Snow Removal	
Without De-icing	\$248.25/hr. (includes labor, equipment, and materials)
With De-icing	\$293.25/hr. (includes labor, equipment, and materials)
CULINARY WATER	
Setting and Reading Meters	Hourly Rate (OT/After Hours if applicable) + Materials
Routine Water Samples	Hourly Rate (OT/After Hours if applicable) + Lab Cost
Flushing Lines and Hydrants	Hourly Rate (OT/After Hours if applicable)
Repairing Water Leaks	Hourly Rate (OT/After Hours if applicable) + Materials
Responding to Pressure/Quality Concerns	Hourly Rate (OT/After Hours if applicable)
SANITARY SEWER	
Sewer Backups	Hourly Rate (OT/After Hours if applicable)
Sewer Cleaning/CCTV	Billed amount plus 10%
Repair and Maintenance	Hourly Rate (OT/After Hours if applicable) + Materials
STORM DRAIN	
Cleaning/CCTV	Billed amount plus 10%
Management Programs	Hourly Rate (OT/After Hours if applicable)
Repair and Maintenance	Hourly Rate (OT/After Hours if applicable) + Materials

PUBLIC WORKS MUNICIPAL SERVICES	BILLING RATE
MISCELLANOUS PUBLIC WORKS SERVICES	
Blue Stakes Marking	Hourly Rate (OT/After Hours if applicable) + Materials
Emergency/After Hours Callouts	Overtime/After Hours Rate + Materials
EQUIPMENT	
Ten-Wheeler Dump Truck	\$105.00 hr.
Bobtail Dump Truck	\$90.00 hr.
Backhoe	\$99.00 hr.
Frontend Loader	\$110.00 hr.
Street Roller	\$143.00 hr.
Air Compressor	\$55.00 hr.
Utility Pumps	\$65.00 hr.
Concrete Saw	\$125.00 hr.
Tack (oil) Machine	\$85.00 hr.
Bucket Truck	\$75.00 hr.
Pickup Truck	\$40.00 hr.
Rental Equipment	Hourly Rental Rate, plus 10%
OTHER MISCELLANOUS MUNICIPAL SERVICES	BILLING RATE
BUILDING PLANS	
Plan Review	Amount in Clearfield City Consolidated Fee Schedule
PERMITS	
Permits/Inspections	Amount in Clearfield City Consolidated Fee Schedule
Demolition	Amount in Clearfield City Consolidated Fee Schedule
Excavation	Amount in Clearfield City Consolidated Fee Schedule
LICENSING	
Business	Amount in Clearfield City Consolidated Fee Schedule (See terms of Agreement for exceptions)
ADDITIONAL MUNICIPAL SERVICES NOT CONTAINED WITHIN EXHIBIT B	
Any Municipal Service requested by MIDA to be performed by Clearfield that is not specially included in Exhibit B shall be at the rate indicated in the Clearfield City Consolidated Fee Schedule. If the cost to perform the MIDA requested Municipal Service is not listed in the Clearfield City Consolidated Fee Schedule, MIDA and Clearfield may agree in writing to specific terms for the performance of the requested Municipal Service.	

CLEARFIELD CITY RESOLUTION 2024R-10

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY TO PROVIDE MUNICIPAL SERVICES ON AN AS NEEDED BASIS AT FALCON HILL

WHEREAS, the Military Installation Development Authority (“MIDA”) is an independent, nonprofit, separate body corporate and politic of the State of Utah; and

WHEREAS, MIDA is developing a project known as “Falcon Hill” located at the Clearfield exit and I-15; and

WHEREAS, pursuant to the MIDA Act, MIDA exercises “exclusive police power within a project area” but may “enter into an agreement with a political subdivision of the State under which the political subdivision provides one or more municipal services within a project area;” and

WHEREAS, Clearfield City and MIDA previously entered into an Interlocal Cooperation Agreement in 2016 and a revised Interlocal Cooperation Agreement in 2020 to provide such services; and

WHEREAS, the Parties are interested in continuing the relationship by entering into the attached Agreement that will rescind and replace all existing Interlocal Agreements between the Parties; and

WHEREAS, Clearfield City is willing to provide certain municipal services to MIDA for Falcon Hill on an as needed basis; and

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Cooperation Agreement between Clearfield City and the Military Installation Development Authority for some municipal services in the project area known as “Falcon Hill” is approved and the Mayor is authorized to execute the agreement.

DATED this 25th day of June, 2024.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Stuart Williams, City Attorney

MEETING DATE: June 25, 2024

SUBJECT: Discussion on Interlocal Agreement for the HOME Investment Partnership Program

RECOMMENDED ACTION

Staff recommends that the Mayor and Council approve the attached proposed Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County.

DESCRIPTION / BACKGROUND

On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4096.) Title II of the legislation entitled the HOME Investment Partnerships Act (hereinafter the “Act” or “HOME Program”), which authorizes the Secretary of the Department of Housing and Urban Development (hereinafter “HUD”) to make funds available to participating jurisdictions for investment to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing in accordance with the Act.

The objectives of the HOME Program include:

- 1) Expanding the supply of decent, affordable housing for low and very-low income families;
- 2) Building state and local capacity to carry out affordable housing programs;
- 3) Providing for coordinated assistance to participants in the development of affordable low-income housing; and
- 4) Affirmatively further fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability); and ensure fair and equal housing opportunities for all.

Davis County has applied for and has been conditionally offered grant funding to operate the HOME Program. Pursuant to the Act and HOME regulations, since both Clearfield City and Layton City are HUD entitlement cities within the county, a HOME Consortium is required to be created so that all qualifying individuals, regardless of which city they are applying from are eligible to receive funding from the HOME Program.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The proposed Interlocal Cooperation Agreement is intended to fulfill a grant requirement of creating a consortium to include Clearfield City and Layton City, the two HUD entitlement cities within Davis County. By creating this consortium, it will help to ensure that Davis County is awarded grant funding that will be available to qualifying individuals within Davis County (including Clearfield City).

HEDGEHOG SCORE

N/A

FISCAL IMPACT

There is no negative fiscal impact on the city. The HOME Program will have a minimum amount of \$750,000.00.

ALTERNATIVES

Subject to alternative direction given by Council, Staff presents the following alternatives:

1. Council may instruct staff to proceed with the Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County, as generally discussed and proposed.
2. Council may instruct staff to amending Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County, subject to specifically articulated edits.
3. Council may instruct staff not to enter the Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County.
4. Council may provide staff with alternative direction.

SCHEDULE / TIME CONSTRAINTS

Time is of the essence: Davis County is seeking to have this document perfected as soon as possible, but not later than the end of June 2024, to best ensure that the grant funding is in place and the HOME Program is operational and available beginning July 1, 2024.

LIST OF ATTACHMENTS

- Draft HOME Program Interlocal Cooperation Agreement between Clearfield City, Layton City, and Davis County

HOME INVESTMENT PARTNERSHIPS PROGRAM

INTERLOCAL COOPERATION AGREEMENT

Relating to the establishment and conduct of the Davis County HOME Consortium for

FEDERAL FISCAL YEARS 2025, AND 2026

THE AGREEMENT is entered into by and between Davis County (hereinafter “County”), a political subdivision of the State of Utah, and an Urban County as defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended and the Cities of Clearfield and Layton hereinafter (“Metropolitan Cities”)

RECITALS:

- A. On November 28, 1990, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Pub. L. 101-625, Nov. 28, 1990, 104 Stat. 4096.) Title II of the legislation entitled the HOME Investment Partnerships Act (hereinafter the “Act” or “HOME Program”), which authorizes the Secretary of the Department of Housing and Urban Development (hereinafter “HUD”) to make funds available to participating jurisdictions for investment to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing in accordance with the Act.
- B. The objectives of the HOME Program include: (1) Expanding the supply of decent, affordable housing for low and very-low income families; (2) Building state and local capacity to carry out affordable housing programs; (3) Providing for coordinated assistance to participants in the development of affordable low-income housing; and (4)

Affirmatively furthering fair housing by promoting non-discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability); and ensure fair and equal housing opportunities for all.

- C. Under the Act, a consortium of geographically contiguous Units of General Local Government (hereinafter “UGLG”), which separately may not qualify to receive HOME funding, may, by entering into a cooperation agreement in accordance with the requirements as set forth in the regulations, join for the purpose of receiving a HOME allocation and administering the HOME Program as a single Participating Jurisdiction (hereinafter “PJ”).
- D. A Metropolitan City is defined by the Community Development Block Grant Program funding (hereinafter “CDBG”) statute as a city that is receiving a CDBG entitlement grant. Layton and Clearfield, being designated as such, are eligible to join a HOME consortium to receive HOME funding.
- E. An Urban County is defined by Section 102(a)(6) of the Housing and Community Development Act of 1974 as amended. An Urban County is a county receiving a CDBG Entitlement Grant and includes UGLGs that sign an Interlocal Cooperation Agreement with the Urban County. Davis County, being designated as such, is eligible to join a HOME consortium to receive HOME funding. The Urban County includes Davis County and the Cities of Bountiful, Centerville, Clinton, Farmington, Fruit Heights, Kaysville, North Salt Lake, South Weber, Sunset, Syracuse, West Bountiful, West Point, and Woods Cross.

1. When a UGLG agrees to be part of an Urban County for the CDBG program, it also agrees to participate in the HOME program if the Urban County joins a consortium. Accordingly, when an Urban County joins a HOME consortium, a UGLG that is a member of the Urban County is included in the consortium through its participation in the Urban County. All UGLGs within Davis County that sign an Interlocal Cooperation Agreement to be included as a part of the Urban County for the CDBG program qualification and grant calculation purposes shall be included in the HOME Consortium participating through Davis County.
2. A UGLG that has chosen to not join the Urban County to participate in the CDBG program may choose to join the HOME Consortium by signing the HOME Consortium Agreement. By signing the Consortium Agreement, the UGLG within the Urban County, not participating in the CDBG Urban County, becomes a member of the HOME consortium.

F. Pursuant to the Act and HOME regulations, the Metropolitan Cities, and Davis County, an Urban County, intend to form a consortium that is eligible to receive HOME program grants as a Participating Jurisdiction (PJ) under the Act and shall direct its activities to the alleviation of housing problems within the State.

G. The Act requires UGLGs acting as a consortium to submit a Consolidated Plan (CP) that covers the entire geographic area encompassed by the consortium.

H. In accordance with section 91.402 of the Consolidated Plan Final Rule, all UGLGs that are Consortium Members are on the same program year that starts on July 1st and ends on June 30th for CDBG, and HOME Programs.

- I. Pursuant to 24 CFR 92.101(a)(2)(ii), the consortium must have one member UGLG authorized to act in a representative capacity for all members for the purposes of administering the HOME Program, and the representative member assumes overall responsibility for ensuring that the consortium's HOME program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan; such member UGLG shall hereinafter be referred to as "Lead Entity".
- J. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Interlocal Cooperation Act, Utah Code Annotated, §11-13-101, *et. seq.*, 1953, as amended, any two or more agencies of the State may enter into agreements with one another for joint or cooperative action and any one or more agencies may contract with one another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity, or undertaking which each agency entering into the contract is authorized by law to perform.
- K. The parties hereto have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement regarding the formation and administration of a consortium under the HOME Act.

NOW THEREFORE, in consideration of the premises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. CONSORTIUM
 - a. The Metropolitan Cities, and Davis County agree to act jointly as a consortium to become a Participating Jurisdiction to be known as the **Davis County HOME Consortium** (hereinafter collectively "DCHC" or "Consortium"; and

individually “Consortium Members” or “Members”). Davis County shall act as the Consortium governing authority (Lead Entity) for the purposes of applying for federal funding under the HOME Investment Partnerships Program and administering affordable housing programs, the members of the Consortium agree to cooperate to undertake or assist in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, providing down-payment assistance and tenant-based rental assistance to serve eligible, qualified beneficiaries.

- b. As provided in Section 92.101, subpart C, of the HOME Final Rule, the Consortium’s status shall continue until HUD is notified that the Consortium is dissolved, or HUD revokes its designation as a PJ. A fully executed copy of this Interlocal Cooperation Agreement, together with the resolutions of all parties, shall be submitted to HUD as part of the Consortium’s qualification documentation.

2. **DESIGNATION OF A CONSORTIUM MEMBER REPRESENTATIVE TO HUD**

- a. The parties agree that Davis County shall serve as the Lead Entity and administer the Consortium through the staff of the Community and Economic Development Department, CDBG/HOME Division, of Davis County. Department staff shall provide effective leadership, support, and management of the Consortium’s required functions.

3. **LEAD ENTITY RESPONSIBILITIES**

- a. The parties hereto recognize and understand that the Lead Entity shall be the governmental entity required to execute all grant agreements received from

HUD pursuant to Lead Entity's request for HOME funds. The Lead Entity shall thereby become and shall be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity shall be responsible for the Consortium's Five-Year Consolidated Plan with an annual Action Plan component and annual Action Plans for the remaining four years, as required.

- b. All projects and project applicants shall be reviewed and pre-screened for threshold criteria, compliance, and conformance with the relevant HOME rules, regulations, and guidelines by the Lead Entity, and only those which meet the requirements shall be eligible to be reviewed for funding recommendations by the "Davis County HOME Review Committee" (hereinafter, "Committee") described in Paragraphs 3(f) through 3(i) of this Agreement.
- c. The Lead Entity may also develop a pre-application or technical assistance process which would provide project assessment, technical assistance, and resource coordination to lesser experienced applicants.
- d. Threshold criteria developed for each funding round shall be developed by the Lead Entity. Such criteria shall be consistent with related plans from individual CDBG entitlement jurisdictions pursuant to §91.220 (hereinafter "Action Plans") and individual housing elements in each jurisdiction's master plans.
- e. The Lead Entity may develop a fair and appropriate system to assist in the selection of projects; such a system to reflect existing policy, priorities and criteria established by the jurisdictions' comprehensive housing plans, Consolidated Plan and Action Plans. Any such system must be reviewed and adjusted to reflect current conditions prior to each funding round.

- f. The parties agree that the Committee shall be established to provide guidance and make recommendations to the Lead Entity regarding Consortium activities. Further, the Committee shall provide input on items related, but not limited to, existing and potential HOME projects, programs, activities, and its policies and procedures.
- g. The parties agree that the Committee shall review project and program applications and that from those projects and programs determined eligible for funding by the Lead Entity pursuant to Paragraphs (b) through (e) above, the Committee shall recommend projects for funding.
- h. The parties agree that such Committee shall be comprised of three (3) voting members. The Committee shall include a representative selected by the legislative body of Layton City, Clearfield City Mayor or their designee, and a Davis County Commissioner or their designee. The Committee may also include up to four (4) additional nonvoting members including but not limited to, a representative from the Davis County Community and Economic Development department, and a community housing advocate.
- i. The purpose of the Committee shall be to review eligible projects for conformity to the priorities and policies included in the Consolidated Plan, Action Plans, relevant jurisdiction's comprehensive housing plans, and criteria established by the Committee including threshold criteria concerning periods of affordability, which may be more strict than those required by HOME regulations, as defined in §92.252.e. The Committee shall prioritize projects based on the evaluation described in this paragraph and make funding recommendations as constrained by the availability of funds.

- j. The Metropolitan Cities and Davis County agree that the recommendations made by the Committee shall be reviewed for final approval by the Davis County Commission subject to Paragraph 7 of this Agreement and other terms contained in this paragraph. All projects selected by the Committee must conform to the jurisdictions' comprehensive housing plan, Consolidated Plan, related Action Plans, and minimum criteria established.
- k. The Lead Entity's program, supervisory and administrative obligations to Consortium Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to them and to provide at least annual monitoring for the performance of their various projects funded with HOME funds throughout the corresponding period of affordability to ensure compliance with applicable Federal laws and regulations. The Lead Entity shall be responsible for determining eligibility and confirming the compliance of the HOME projects with applicable Federal laws and regulations.
- l. The Lead Entity shall make all of its financial records related to the administration of the HOME funds available for inspection to all persons, including representatives from corporations and governments, in accordance with its own policies and regulations and with State law.
- m. The Lead Entity will act to protect the Consortium's interest in enforcing and reviewing contracts, agreements, memorandums, and or any other legal instruments entered into in the process of administering the HOME Program and utilizing legal counsel to represent the Consortium while protecting these interests. The Metropolitan Cities agree to have the Davis County Attorney's Office staff act as head counsel in these matters.

4. GENERAL ADMINISTRATION

- a. Davis County, as the designated Lead Entity of the Consortium, has the ultimate and overall responsibility under the Act for ensuring that the HOME Program is carried out as required in 24 CFR, Part 92, including the submission and approval of a Comprehensive Housing Affordability Strategy for the use of HOME funds as set forth in Paragraph 5 below, which has been mutually agreed upon by all Consortium Members, and for providing all assurances or certifications as required under 24 CFR, Part 92. Therefore, Davis County requires the Metropolitan Cities, and the Metropolitan Cities require Davis County, to agree to strict adherence to the Program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with certification under the Fair Housing Act; Executive Order11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Davis Bacon Act at 40 USC 276a, *et.seq.* Davis County shall not provide HOME funds for activities or support any City that does not affirmatively further fair housing within its own jurisdiction or activities that impede Davis County's action to comply with Fair Housing certification. In addition, the Lead Entity is responsible for taking all required actions to comply with provisions of the National Environmental Policy Act of 1969. The Metropolitan Cities shall readily support the Lead Entity as requested to meet these requirements
- b. Annual allocation of HOME funds shall be based upon information listed by

HUD's "HOME Consortium Participating Members Percentage Report"

posted annually in HUD's HOME Consortium website for the corresponding Fiscal Year. Alternatively, shall HUD delay a timely posting of such Report, the allocation may be based upon an approximation estimated from the previous Fiscal Year allocation. The funds so dedicated to the PJ may be from any HOME funds, including program income, available to the Consortium. If funds are allocated to a City, but not used timely, as determined by agreement, by that jurisdiction, the Committee shall have the right to re-allocate those funds to other member jurisdictions in whole or in part.

- c. Disputes arising between Consortium Members regarding direction, policy, or procedure shall be resolved by the Committee. Should the Committee be unable to agree upon the resolution, it should be referred to the Legislative body of Davis County for resolution. All funding decisions made by the Davis County Commission related to HOME funds shall be based on the funding priorities identified in the adopted HOME Policies and Procedures manual and attached as Exhibit A to this agreement. Any changes to the funding priorities shall be approved by unanimous vote of the Committee. In addition, the Davis County Commission shall not approve funding for any project not identified in the funding priorities without unanimous approval of the Committee.
- d. Program Income, as defined at 24 CFR 92.2, generated by any HOME project will be held by the Lead Entity. Program Income shall be used first before any HOME funds are drawn or requested from HUD by the Lead Entity.
- e. Recaptured Funds. Recaptured funds received from any of the Consortium's

homebuyer programs during the period of affordability shall be held by the Lead Entity and shall be used for eligible activities and in accordance with HOME requirements.

- f. *Monitoring.* The Lead Entity shall be responsible for reviewing the performance of each subrecipient at least annually and shall continue to monitor projects and activities assisted with HOME funds during the corresponding period of affordability.
- g. Consortium Members shall cooperate with the Lead Entity for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, Federal Cash Transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s) (CAPER) as well as preparing and submitting any other reports that are required by HUD.
- h. *Repayments.* Any HOME funds invested in housing projects that do not meet the affordability requirements, are terminated before completion, or are determined to be ineligible must be repaid to HUD by the Consortium.

5. AFFIRMATIVELY FURTHERING FAIR HOUSING

Each member of the Consortium agrees to affirmatively further fair housing. Davis County, as Lead Entity for the Consortium, will conduct an assessment of fair housing within the jurisdiction corresponding with the PJ's submittal of its Five-Year Consolidated Plan. Each Consortium Member will consider appropriate actions to overcome the effects of any impediments identified through that assessment and maintain records reflecting that assessment and actions in this

regard.

6. EFFECTIVE DATE, DURATION AND TERMINATION

- a. This Agreement shall go into effect October 1, 2024, and shall continue in full force and effect for the Federal Fiscal Years 2025 & 2026, (hereinafter, “Qualification Period”) during which the Consortium qualifies to receive HOME funds and which will end on September 30, 2026, unless HUD revokes the Consortium’s designation as a PJ, or Davis County fails to re-qualify as an Urban County for a Fiscal Year included in the Consortium’s Qualification Period, or the Consortium fails to receive a HOME allocation for the first Federal Fiscal year of the Consortium’s Qualification Period and does not request to be considered to receive a HOME allocation in the subsequent year. The terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during the indicated qualification period. This Agreement remains in effect until the HOME funds from each of the Federal Fiscal Years of the Qualification Period are either expended on eligible activities or returned to HUD pursuant to 24 CFR 92.507
- b. Pursuant to 24 CFR 92.101(e), during the Qualification Period additional UGLGs may join the Consortium, but no Consortium Members may withdraw from the Consortium or terminate this Agreement during the Qualification Period.
- c. New members may be added to the Consortium upon consent of a simple majority of the Committee. When a new member is added, the parties will execute an Agreement accordingly, and the parties agree to execute such further instruments as may be reasonably required to effect such

amendment. The Agreement will be amended in the Federal Fiscal Year before the year in which the new member is to be added.

7. INTERLOCAL COOPERATION ACT.

The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

- a. Financing and Budget. The Provision for the financing of the cooperative actions contemplated by this Interlocal Cooperation Agreement and the budget thereof are found in Paragraph 4(b) hereof.
- b. Filing. The Parties shall each file a copy of this Agreement with the keeper of records of each of the parties hereto.
- c. Authorizing Resolutions. The Agreement shall take effect upon adoption of resolutions by the respective Legislative bodies of the Parties.
- d. Legal Opinion. Each of the parties has submitted this Agreement to its legal counsel for review as to proper form and compliance with applicable law.

8. INDEMNIFICATION.

All parties to this Agreement are governmental entities under the Utah Government Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto shall be responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees.

None of the parties hereto waive any defenses otherwise available under the Utah Governmental Immunity Act.

9. LAWFUL AGREEMENT.

The parties represent each of them have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

10. UTAH LAW.

This Agreement shall be interpreted pursuant to the laws of the State of Utah.

11. INTERPRETATION OF AGREEMENT.

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in the Agreement are for convenience only and do not constitute a part of the provisions hereof.

12. AMENDMENTS.

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written Agreement signed by the parties. The Agreement may be amended to add automatic renewal provisions or for other reasons upon written approval from the Denver HUD Field Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed by each jurisdiction on the date specified on the respective signature pages.

**SIGNATURE PAGE FOR DAVIS COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
FOR FEDERAL FISCAL YEARS 2025, AND 2026**

DAVIS COUNTY, UTAH

Bob J. Stevenson, Chair
Board of Davis County Commissioners
Dated: _____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Robert Tripp
Davis County Deputy Civil Attorney
Dated: _____

**SIGNATURE PAGE FOR THE CITY OF CLEARFIELD
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
FOR FEDERAL FISCAL YEARS 2025, AND 2026**

CITY OF CLEARFIELD, UTAH

Mark Shepherd
Mayor
Dated: _____

ATTEST:

NAME
City Recorder
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

NAME
City Attorney
Dated: _____

**SIGNATURE PAGE FOR THE CITY OF LAYTON
HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT
FOR FEDERAL FISCAL YEARS 2025, AND 2026**

CITY OF LAYTON, UTAH

Joy Petro
Mayor
Dated: _____

ATTEST:

NAME
City Recorder
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Clinton R. Drake
City Attorney
Dated: _____

EXHIBIT "A"
INTERLOCAL AGREEMENT

The prioritized initiatives are as follows:

1. Re-syndication and/or preservation of expiring deed restricted multi-family projects
2. New construction of deed restricted multi-family and single family affordable housing units
 - a. Single family projects must construct a minimum of 15 homes
3. Property acquisition for the purpose of constructing affordable multi-family and single family housing units
 - a. Single family projects must construct a minimum of 15 homes
4. Rehabilitation/conversion of existing buildings for affordable multi-family housing
5. Project based vouchers for the subsidization of rents for multi-family housing projects
6. Direct homebuyer assistance
7. Homeowner (owner-occupied) rehabilitation
8. Tenant based rental assistance (TBRA)

CLEARFIELD CITY RESOLUTION 2024R-11

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CLEARFIELD CITY AND DAVIS COUNTY RELATING TO THE ESTABLISHMENT AND CONDUCT OF THE DAVIS COUNTY HOME CONSORTIUM (HOME) PROGRAM FOR FEDERAL FISCAL YEARS 2025, AND 2026

WHEREAS, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.*, as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

WHEREAS, in accordance with the terms and conditions of the Act, Davis County and Clearfield City desire to cooperate with regards to the Home Investment Partnership Program (HOME) as more particularly described in the Interlocal Cooperation Agreement between Clearfield City and Davis County (the “Interlocal Cooperation Agreement”), which is attached hereto as Exhibit A; and

WHEREAS, Davis County and Clearfield City have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the legislative body of Clearfield City, Utah as follows:

1. The Interlocal Cooperation Agreement is approved by the legislative body of Clearfield City, Utah; and
2. The Chief Executive Officer of Clearfield City or authorized official, is authorized to sign and execute the Interlocal Cooperation Agreement; and
3. The effective date of the Interlocal Cooperation Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied to trigger the effective date of the Interlocal Cooperation Agreement; and
4. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this ____ day of ____, 2024.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mayor Mark Shepherd

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY ORDINANCE 2024-10

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 11, Chapter 11, Article G – Form Based Code of the Clearfield City Code.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 11, Article G, Sub Chapter 6.0 – Form Based Code, Building Types is hereby amended in its entirety as identified in the attached Exhibit “A.”

Section 2. Repealer: Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

Section 3. Effective Date: These amendments shall become effective immediately upon passage and posting.

Passed and adopted by the Clearfield City Council this 25th day of June, 2024.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY ORDINANCE 2024-11

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 11, Chapter 15, Section 8, Paragraph D, Subparagraph 2 – Land Use, Sign Regulations, Signs that Require a Permit, Monument Signs.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 15, Section 8, Paragraph D, Subparagraph 2 – Land Use, Sign Regulations, Signs that Require a Permit, Monument Signs is hereby amended as follows:

11-15-8: SIGNS THAT REQUIRE A PERMIT:

D: Monument Signs: Monument signs shall be allowed for commercial or manufacturing uses. The following standards shall apply:

1. Sign Area: No monument signs shall exceed sixty-four (64) square feet in area.
2. Minimum Street Frontage: There shall be a minimum street frontage of fifty feet (50') per monument sign. In no case shall there be more than two (2) monument signs per street frontage for any freestanding building on its own lot or for any planned commercial or manufacturing center.

Section 2. Repealer: Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

Section 3. Effective Date: This Ordinance shall become effective immediately upon its posting in three public places within Clearfield City.

DATED this 25th day of June, 2024, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: JJ Allen, City Manager

MEETING DATE: June 18, 2024

SUBJECT: 1st Street Cost Share Agreement with Davis School District

RECOMMENDED ACTION

June 18 Work Session - Discussion / Review only June 25 Policy Session - Approve by Resolution

DESCRIPTION / BACKGROUND

Clearfield City and Davis School District (DSD) have been collaborating for several months on plans to construct a new street (1st Street) that will connect DSD facilities in the Freeport West area to the recently completed 500 West extension and the new signalized intersection at Antelope Drive. The design has been completed, the project has been bid (coming in under budget!), and we are now ready to formalize the cost-sharing agreement.

Some aspects of the project (water and sewer) are not DSD's responsibility, but the cost of the surface and storm drain improvements will be shared equally between the City and DSD, after accounting for funding provided by Davis County. The estimated cost to the City and DSD will be about \$240k each (for the street, curb, gutter, sidewalk, and storm drain). The City will invoice DSD after the project is complete, based on actual costs.

CORRESPONDING POLICY PRIORITIES

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

Extending 500 West along the 1st Street alignment to connect to DSD property allows for more effective, efficient, and safe access to and from Antelope Drive. This will have a significant impact on DSD's operations, which affect thousands households throughout Clearfield and the region as a whole. Moreover, to the extent that 1st Street could be utilized to access other areas of Freeport West (e.g. via D Street), the businesses in the vicinity may also benefit.

HEDGEHOG SCORE

22 (High Value)

FISCAL IMPACT

The total project cost (as noted on Exhibit B to the Agreement) will be about \$1.5M (including contingency). However, about \$567k of that will be born by the water and sewer utilities. Also, we have \$488k remaining from Davis County 3rd Quarter Sales Tax funding that was allocated to Clearfield projects, and which Davis County has agreed to apply to this 1st Street extension (a logical continuation of the 500 West project). That leaves \$481k to be shared 50/50 between the City and DSD, for an estimate of \$240k each. This project (and the various funding sources) are included in the FY25 budget.

ALTERNATIVES

- Approve the cost sharing agreement in its current form, as it has been negotiated in good faith and consistent with the Council's previous direction.
- Direct staff to negotiate different terms with DSD.

SCHEDULE / TIME CONSTRAINTS

Construction of the project will be commencing imminently, though completion before the beginning of the school year is unlikely. The DSD Board of Education will be reviewing and approving the Agreement in the coming weeks.

LIST OF ATTACHMENTS

- Clearfield City & Davis School District Cost Share Agreement ("First Street Road Improvements")

CLEARFIELD CITY & DAVIS SCHOOL DISTRICT COST SHARE AGREEMENT ("First Street Road Improvements")

This Cost Share Agreement ("Agreement") is entered into by and between CLEARFIELD CITY, a Utah municipality ("City") and DAVIS SCHOOL DISTRICT, a school district located within Davis County, State of Utah ("District"). The City and District may also be referred to individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, the District owns properties in the area commonly referred to as Freeport West, which it utilizes for various purposes, including operating and maintaining its fleet of school buses; and

WHEREAS, the District's properties within Freeport West are located within the jurisdictional boundary of City; and

WHEREAS, the Parties acknowledge and agree that prior to October 27, 2022, the primary transportation artery between the District's facilities and Antelope Drive was 300 West (also known as 3rd Street); and

WHEREAS, on October 27, 2022, the City, in collaboration with the Utah Department of Transportation (UDOT), completed certain road improvements within the jurisdictional boundary of the City at 500 West, including the creation of a new signalized intersection at 500 West and Antelope Drive ("500 West Improvements"); and

WHEREAS, because of the 500 West Improvements, UDOT required the removal of the traffic signal at 300 West and Antelope Drive, making it difficult for District Vehicles to exit from 300 West and turn east onto Antelope Drive, as well as exit Antelope Drive onto 300 West by turning north when traveling east; and

WHEREAS, the Parties believe it to be of mutual benefit for District Vehicles (and others) to access District facilities within Freeport West from the newly signalized intersection of 500 West and Antelope Drive; and

WHEREAS, the Parties agree that in order for District Vehicles to access District facilities within Freeport West from the newly signalized intersection of 500 West and Antelope Drive, certain road improvements are necessary along the alignment of 1st Street within Freeport West ("1st Street Road Improvements"), see Exhibit A; and

WHEREAS, City and District have agreed to share in the costs of completing the 1st Street Road Improvements, as set forth in Exhibit B.

AGREEMENT

NOW THEREFORE, based upon these recitals, the obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Cost Share.** The Parties acknowledge that Davis County will be providing \$488,793.00 dollars ("Davis County Contribution") to assist in completing the 1st Street Road Improvements. Further, the Parties agree to equally share at a rate of 50% per Party the cost for the design, construction, construction management, and the cost of the street, curb, gutter, sidewalk, and storm drain after subtracting the Davis County Contribution. As more fully set forth in Exhibit B, the Parties agree to the estimated shared costs of \$240,642.98 each, based on the following formula:

\$ 970,079.00	Estimated design/construction/management cost of street, curb, gutter, sidewalk, and storm drain
\$ (488,793.04)	Davis County funding
\$ 481,285.96	Estimated total net cost to share (50/50)
\$ 240,642.98	Estimated City Cost for 1 st Street Road Improvements
\$ 240,642.98	Estimated District Cost for 1 st Street Road Improvements

Upon completion of the 1st Street Road Improvements, the City will determine the actual costs incurred by the City for competing the 1st Street Road Improvements and provide to District an invoice showing the actual cost incurred by the City, including the amounts owed by District, as reflected in Exhibit B. The City agrees to provide notice and seek District's prior written approval to incur a total cost for the 1st Street Road Improvements greater than 10% of what is shown in Exhibit B. An invoice submitted by the City to the District in the amount reflecting the actual project cost or, as previously agreed upon in writing will be due and payable upon receipt and District shall make payment, in full, to the City no later than thirty (30) days after the date the City delivers the invoice to District.

2. **Ownership of 1st Street Improvements.** The Parties agree and acknowledge that this Agreement does not change, alter, or otherwise affect the ownership and control of 1st Street or the 1st Street Improvements, which has been and shall remain that of the City (up to the District property line).

3. **Mutual Indemnification.** All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act as set forth in Title 63G, Chapter 7, Utah Code Ann., 1953 as amended. Consistent with the terms of that Act, it is mutually agreed that each party hereto shall be responsible and liable for its own wrongdoing or negligent acts which it commits, or which are committed by its agents, officials, or employees. Nothing in this paragraph or the Agreement is intended to create additional rights to third parties and none of the parties hereto waive any

defenses otherwise available under the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

4. **Notices.** Any notice, demand, request, consent, approval, or other communication which either Party is required or desires to give under this Agreement shall be made in writing and mailed to the other Party at the address set forth below or at such other address as the Parties may provide from time to time. Such notices shall be mailed by first-class mail, postage prepaid to the Parties as follows:

To City at:

Clearfield City Recorder
Attn: Adam Favero, Public Works Director
55 South State Street
Clearfield, Utah 84015

To District at:

5. **Obligations to Third Parties.** This Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to any person or entity other than one another.

6. **Governing Law and Venue.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Utah both as to interpretation and performance. Any action brought under this Agreement shall be brought in the Second Judicial District Court for the State of Utah, Farmington Department.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject matter addressed herein and supersedes any prior understanding, representation, or agreement of the Parties. Any modification to this Agreement must be confirmed in writing and signed by both Parties.

8. **Further Assurances.** The Parties hereto agree to do any act or thing and to execute any additional documents reasonably necessary and proper with the performance of their obligations hereunder and to carry out the intent of the Parties and to give effect to the provisions of this Agreement.

9. **Attorney's Fees.** In the event that any action or negotiation is required to enforce any of the terms or provision of this Agreement, the prevailing Party in such action or negotiation shall be entitled to payment of its reasonable attorney fees, cost and expenses incurred.

10. **Waiver.** No covenant or condition of the Agreement may be waived by any Party unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute waiver of the covenants or conditions to be performed by the other.

11. **Severability.** If any provision of this Agreement shall be held to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained herein or render the same invalid, inoperative, or unenforceable to any extent.

12. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, successors, and assigns.

13. **Captions.** The captions appearing at the commencement of the paragraphs hereto are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the paragraph at the head of which it appears, the paragraph and not the caption shall control and govern the construction of this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

DATED this _____ day of June, 2024.

CLEARFIELD CITY

Mark Shepherd, Mayor

ATTEST

Nancy, R. Dean, City Recorder

Legal Review:

Stuart E. Williams, City Attorney

DATED this _____ day of June, 2024.

DAVIS SCHOOL DISTIRCT

By: _____
Its: _____

Exhibit A

1st Street Road Improvements Map

Exhibit A



Exhibit B

1st Street Road Improvements Detailed Cost Sharing

Exhibit B

1st Street Extension Cost Estimate							
Item	Description	Qty	Unit	Unit Price	Total	Category	Streets Cost
1	Mobilization	1	ls	\$ 75,000.00	\$ 75,000.00	Streets	\$ 75,000.00
2	UPDES Storm Water Compliance	1	ls	\$ 10,500.00	\$ 10,500.00	Streets	\$ 10,500.00
3	Traffic Control	1	ls	\$ 12,000.00	\$ 12,000.00	Streets	\$ 12,000.00
4	Clear and Grub Site	1.25	ac	\$ 19,200.00	\$ 24,000.00	Streets	\$ 24,000.00
5	Saw Cut Asphalt	120	lf	\$ 4.00	\$ 480.00	Streets	\$ 480.00
6	Remove Asphalt	12400	sf	\$ 0.65	\$ 8,060.00	Streets	\$ 8,060.00
7	Excavation	1	ls	\$ 65,000.00	\$ 65,000.00	Streets	\$ 65,000.00
8	Granular Borrow	1500	ton	\$ 30.00	\$ 45,000.00	Streets	\$ 45,000.00
9	Untreated Base Course (UTBC)	3100	ton	\$ 40.00	\$ 124,000.00	Streets	\$ 124,000.00
10	Hot Mix Asphalt (HMA)	1050	ton	\$ 105.00	\$ 110,250.00	Streets	\$ 110,250.00
11	New Concrete Curb and Gutter	1512	lf	\$ 34.00	\$ 51,408.00	Streets	\$ 51,408.00
12	New 4" Concrete Flatwork	4232	sf	\$ 9.00	\$ 38,088.00	Streets	\$ 38,088.00
13	New 6" Concrete Flatwork	400	sf	\$ 13.50	\$ 5,400.00	Streets	\$ 5,400.00
14	Import Trench Backfill	3500	ton	\$ 28.00	\$ 98,000.00	Streets	\$ 98,000.00
15	Abandon Sewer Manhole	1	ea	\$ 3,500.00	\$ 3,500.00	Utilities	\$ -
16	Plug Existing 8" PVC Sewer Pipe	6	ea	\$ 1,050.00	\$ 6,300.00	Utilities	\$ -
17	New 10" Sewer Pipe	910	lf	\$ 120.00	\$ 109,200.00	Utilities	\$ -
18	New Sewer Manholes	4	ea	\$ 8,200.00	\$ 32,800.00	Utilities	\$ -
19	Connect New MH to Existing Pipe	2	ea	\$ 6,200.00	\$ 12,400.00	Utilities	\$ -
20	Extend and Connect Existing Service Laterals	2	ea	\$ 11,500.00	\$ 23,000.00	Utilities	\$ -
21	Sewer Bypass Pumping	2	days	\$ 13,000.00	\$ 26,000.00	Utilities	\$ -
22	Raise Manhole to Grade w/Collar	4	ea	\$ 900.00	\$ 3,600.00	Streets	\$ 3,600.00
23	New 15" Storm Drain Pipe	569	lf	\$ 96.00	\$ 54,624.00	Streets	\$ 54,624.00
24	New Storm Drain Junction Box	1	ea	\$ 14,450.00	\$ 14,450.00	Streets	\$ 14,450.00
25	New Storm Drain Inlet Box	7	ea	\$ 5,500.00	\$ 38,500.00	Streets	\$ 38,500.00
26	Connect New Box to Existing Pipe	2	ea	\$ 4,500.00	\$ 9,000.00	Streets	\$ 9,000.00
27	Adjust Existing Box to Final Grade	1	ea	\$ 1,450.00	\$ 1,450.00	Streets	\$ 1,450.00
28	Remove Water Valve	5	ea	\$ 1,300.00	\$ 6,500.00	Utilities	\$ -
29	Remove Fire Hydrant	3	ea	\$ 2,000.00	\$ 6,000.00	Utilities	\$ -
30	Remove Water Meter/Assembly	1	ea	\$ 2,600.00	\$ 2,600.00	Utilities	\$ -
31	Plug Abandoned Water Line	11	ea	\$ 1,050.00	\$ 11,550.00	Utilities	\$ -
32	New 8" Water Line	1245	lf	\$ 105.00	\$ 130,725.00	Utilities	\$ -
33	Connect New Water to Existing CIP w/ Reducer (D Street)	1	ea	\$ 7,500.00	\$ 7,500.00	Utilities	\$ -
34	Connect New Water to Existing CIP w/ Reducer (C Street)	1	ea	\$ 7,500.00	\$ 7,500.00	Utilities	\$ -
35	Connect New Water to Existing CIP(Fire Lines)	4	ea	\$ 7,500.00	\$ 30,000.00	Utilities	\$ -
36	Connect New Water to New Water (Fire Lines)	4	ea	\$ 7,500.00	\$ 30,000.00	Utilities	\$ -
37	New Water Line Loop	1	ea	\$ 7,100.00	\$ 7,100.00	Utilities	\$ -
38	New Water Service Line	1	ea	\$ 3,500.00	\$ 3,500.00	Utilities	\$ -
39	New Water Valve	5	ea	\$ 3,500.00	\$ 17,500.00	Utilities	\$ -
40	New Fire Hydrant w/Aux Valve	3	ea	\$ 12,000.00	\$ 36,000.00	Utilities	\$ -
41	New Water Meter Box/Assembly	1	ea	\$ 2,500.00	\$ 2,500.00	Utilities	\$ -
42	Raise Valve to Grade w/Collar	4	ea	\$ 850.00	\$ 3,400.00	Utilities	\$ -
43	Relocate Existing Sign	1	ea	\$ 1,700.00	\$ 1,700.00	Streets	\$ 1,700.00
44	Remove Existing Fence	900	lf	\$ 13.00	\$ 11,700.00	Streets	\$ 11,700.00
45	New Fence	760	lf	\$ 45.00	\$ 34,200.00	Streets	\$ 34,200.00
46	New Streetlight (SL-1)	2	ea	\$ 8,995.00	\$ 17,990.00	Streets	\$ 17,990.00
47	New Streetlight (light only)	1	ea	\$ 4,575.00	\$ 4,575.00	Streets	\$ 4,575.00
48	Demolish Building	1	ls	\$ 5,500.00	\$ 5,500.00	Streets	\$ 5,500.00
49	New 4" Double Yellow Striping	900	lf	\$ 2.00	\$ 1,800.00	Streets	\$ 1,800.00
50	New 4" White Striping	1840	ls	\$ 1.00	\$ 1,840.00	Streets	\$ 1,840.00
51	Electrical Pull Boxes	4	ea	\$ 2,275.00	\$ 9,100.00	Streets	\$ 9,100.00
52	New 2" PVC Electrical Conduit	275	ea	\$ 17.00	\$ 4,675.00	Streets	\$ 4,675.00
	Subtotal				\$ 1,397,465.00		\$ 881,890.00
	Total (W/ Contingency)				\$ 1,537,211.50		\$ 970,079.00
	Davis County 3rd Quarter Sales Tax						\$488,793.04
	Cost to be shared by Clearfield and DSD						\$ 481,285.96
	Responsibility for Each						\$ 240,642.98

CLEARFIELD CITY RESOLUTION 2024R-12

A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024 BUDGET AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

WHEREAS, Clearfield City has identified some expenditures that are necessary for City operations which were not included in its current budget; and

WHEREAS, the Utah State Code allows the City Council to make adjustments to the budget; and

WHEREAS, after providing proper notice, a public hearing concerning this matter was held and the public was given an opportunity to be heard; and

WHEREAS, the City Council has carefully evaluated and considered the proposed budget amendments and finds them to be prudent and necessary for the good of the City;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the amendments to the Clearfield City budget beginning July 1, 2023 and ending June 30, 2024 (FY23) as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference, are hereby authorized and approved.

The Mayor is further authorized to sign any documents reflecting those amendments.

Passed and adopted at the Clearfield City Council meeting held on Tuesday, June 25, 2024.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY ORDINANCE 2024-12

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE FOR CLEARFIELD CITY CORPORATION.

PREAMBLE: Ordinance 2008-06 enacted a consolidated fee schedule for utilities, recreation, licensing, permits, impact fees, building rental, etc. for Clearfield City Corporation. The Ordinance makes amendments to utility fees (water, sewer, storm water, and waste), adds clarifying language to building rental fees, and updates the code citation for parking violations.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment: Title 2, Chapter 5 of the Clearfield City Code is hereby amended to read as attached in Exhibit "A."

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

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

Dated this 25th day of June, 2024, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

PROCLAMATION

In Support of recognizing and proclaiming the month of June as "Lesbian, Gay, Bisexual, Transgender, Queer+ (LGBTQ+) Pride Month" in Clearfield City

WHEREAS, Clearfield City has a long-standing commitment to equality, as well as a strongly held belief in the civil and constitutional rights of all individuals across this great nation, which was founded on the principal of equal rights for all people, and;

WHEREAS, LGBTQ+ Pride Month is celebrated nationwide in the month of June to commemorate the Stonewall Inn uprising, and those that took a stand against discrimination on the morning of June 28, 1969, which is widely viewed as the beginning of the LGBTQ+ rights movement; and

WHEREAS, Clearfield City recognizes that one of its greatest strengths is the diversity of its people; and

WHEREAS, LGBTQ+ individuals who live, work, and learn in Clearfield City contribute greatly to the enrichment of our community, and enhance the cultural and economic fabric of Clearfield City and of the United States; and

WHEREAS, it is important to foster a culture of love, dignity, mutual respect, and understanding where everyone can live without fear of prejudice, discrimination, violence, and hatred based on who you are or who you love; and

WHEREAS, Pride Month is a celebration of the millions of courageous LGBTQ+ Americans who spoke out and proudly, in the face of centuries of adversity, to secure their civil liberties. This positive progress has helped pave the way for a more inclusive society, while continuing to change the hearts and minds of people all over the world;

NOW, THEREFORE, I, Mark R. Shepherd, Mayor of Clearfield City, Utah, do hereby declare and proclaim the month of June to be LGBTQ+ Pride Month for the City of Clearfield, and call upon citizens to commemorate this occasion by appropriately celebrating the contributions to the United States and Clearfield, Utah, of the LGBTQ+ community's history, heritage, and culture.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor