



CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
September 24, 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 Peterson

**APPROVAL OF MINUTES:**

August 13, 2024 – work session

August 27, 2024 – policy session

**PRESENTATIONS:**

1. SWEARING IN OF NEW POLICE OFFICERS MORGAN BRIMHALL AND JACOB AMES

**PUBLIC HEARINGS:**

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED ZONING MAP AMENDMENT FROM R-1-8 TO R-2 TO THE PROPERTY LOCATED AT 328 EAST 100 NORTH

**BACKGROUND:** The applicant is requesting a zoning map amendment from R-1-8 (Residential) to R-2 (Residential) to allow townhomes to be constructed on the subject property. The R-2 Zone allows townhomes as a permitted use under the definition of multi-family dwellings with a maximum unit density of eight (8) units to the acre. Based upon the submitted concept plan with four (4) townhomes, that would be a density of 4.55 units to the acre. As described in the Clearfield City General plan, “the R-2 Zone is designated for multi-family dwelling units” and “developments under this zone are typically arranged as duplexes, twin homes, or townhome-style units.” The General Plan designates the future land use for this

property as residential, which allows for single-family and/or multi-family zones. The surrounding neighborhood (with the exception of two duplex properties to the southwest of this property) is zoned R-1-8. Historically this entire neighborhood was developed as a single-family neighborhood under the R-2 Zone, which is why most of the lots have lot areas between 6,000 square feet and 8,000 square feet. Outside of the two properties to the southwest of this property, the only other multiple-family zoned properties or developments are located off the State Street & Main Street corridor, or north of 300 North.

RECOMMENDATION: Receive public comment.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED ZONING TEXT AMENDMENT TO AMEND SECTION 11-13-21 OF THE CLEARFIELD CITY CODE TO ALLOW A NEW GROUP HOME BE LOCATED WITHIN ONE-QUARTER (1/4) MILE OF AN EXISTING GROUP HOME FACILITY

BACKGROUND: The applicant contacted the City to obtain a business license to establish a group home. Because “Section 11-13-21: Group Home Facilities” states that a group home facility cannot be located within three-fourths (3/4) mile of another existing group home facility, Clearfield City staff informed the applicant that there was an existing group home, approximately one half (1/2) mile away. The applicant subsequently decided to apply for a zoning text amendment to reduce the proximity restrictions to one fourth (1/4) mile, a distance that would allow a group home at a location in compliance with that proximity restriction.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

4. 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](mailto:nancy.dean@clearfieldcity.org).

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

5. CONSIDER APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

BACKGROUND: The Council was provided a copy of the 2023-2024 CDBG Consolidated Annual Performance Evaluation Report. The report is an overview of the accomplishments that were met during the previous program year. Citizens have been given the opportunity to review the plan at the Customer Service Center from September 5, 2024 to September 23, 2024. To date no public comments have been received.

RECOMMENDATION: Approve the Community Development Block Grant 2023-2024 Consolidated Annual Performance Evaluation Report and authorize the mayor’s signature to any necessary documents.

6. CONSIDER APPROVAL OF RESOLUTION 2024R-17 APPROVING THE MASTER AGREEMENT WITH UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE FUTURE UTA DOUBLE TRACK PROJECT ALONG DEPOT STREET FROM 200 SOUTH TO 350 SOUTH

BACKGROUND: UDOT (in behalf of UTA) will be installing a second set of tracks on the east side of their existing alignment to improve train frequency. The only location that impacts the city's facilities is the short stretch of Depot Street from 200 South to 350 South. To shift the street and utilities over, UDOT will be coordinating that effort with the city according to this master agreement (along with future supplemental agreements) and the outside engineering agreement.

RECOMMENDATION: Approve Resolution 2024R-17 approving the Master Agreement with UDOT for the future UTA Double Track Project and authorize the mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF RESOLUTION 2024R-18 APPROVING THE OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT WITH UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE FUTURE UTA DOUBLE TRACK PROJECT ALONG DEPOT STREET FROM 200 SOUTH TO 350 SOUTH

BACKGROUND: In conjunction with the FrontRunner Strategic Double Track Project, UDOT has identified City utility facilities within the limits of the Project which may necessitate relocation, protection, or adjustment. The City desires to hire a consultant to perform engineering coordination, review, and inspection of the Utility Work on behalf of the City. UDOT will allow the City to hire Outside Engineering Services and reimburse the City according to the terms and conditions of the Outside Engineering Services Reimbursement Agreement.

RECOMMENDATION: Approve Resolution 2024R-18 approving the Outside Engineering Services Reimbursement Agreement with UDOT, and authorize the mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF THE AWARD OF CONTRACT FOR THE FLATWORK PORTION OF THE FISHER PARK SKATE PARK UPGRADE PROJECT TO LIFE IS GOOD INVESTMENTS

BACKGROUND: The skate park upgrade project is a PARAT Tax funded project with a budget of \$200,000. Jones & Associates has designed the concrete flat work and Omega Ramps has provided the precast concrete ramps for the project. The budget for the project allocated \$100k for the purchase of the ramps and the other \$100k for the concrete flat work. The ramps have been ordered and received and are currently being stored on city property. The City solicited the bid and it was opened on August 22, 2024. Two bids were received despite having seven contractors represented at the mandatory pre-bid meeting. The low bidder was Life is Good Investments with a low bid of \$264,531.23 which was above the budgeted amount.

Staff recommended utilizing \$90,950 currently allocated for the project from the PARAT Tax funds, reallocating funds remaining from the Bicentennial Park lighting project (\$90,000), and remaining unallocated PARAT Tax funds ((\$98,156). This reallocation of funds would provide a total project budget of \$279,106.00. This option provides the resources necessary to fund the

bid for the flat work with a not to exceed amount of \$264,578.25 and provides a contingency of \$14,574.77. Staff is currently working with Life is Good Investments to identify value engineering options to reduce the overall cost of the project as much as possible.

RECOMMENDATION: Approve the award of contract for the flatwork portion of the Fisher Park Skate Park upgrade project to Life is Good Investments and authorize the mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF ORDINANCE 2024-15 APPROVING THE PROPOSED ZONING MAP AMENDMENT FROM R-1-8 TO R-2 TO THE PROPERTY LOCATED AT 328 EAST 100 NORTH

RECOMMENDATION: After careful consideration of the information presented, the Clearfield City Council moves to:

1. Approve Ordinance 2024-15 approving the proposed zoning map amendment from R-1-8 to R-2 to the property located at 328 East 100 North and authorize the mayor's signature to any necessary documents; or
2. Deny Ordinance 2024-15 approving the proposed zoning map amendment from R-1-8 to R-2 to the property located at 328 East 100 North; or
3. Table the consideration of Ordinance 2024-15 approving the proposed zoning map amendment from R-1-8 to R-2 to the property located at 328 East 100 North and request additional time to consider the proposal.

10. CONSIDER APPROVAL OF ORDINANCE 2024-16 APPROVING A ZONING TEXT AMENDMENT TO AMEND SECTION 11-13-21 OF THE CLEARFIELD CITY CODE TO ALLOW A NEW GROUP HOME BE LOCATED WITHIN ONE-QUARTER (1/4) MILE OF AN EXISTING GROUP HOME FACILITY

RECOMMENDATION: Approve Ordinance 2024-16 approving the zoning text amendment to amend Section 11-13-21 of the Clearfield City Code to allow a new group home to be located within one-quarter (1/4) mile of an existing group home facility and authorize the mayor's signature to any necessary documents.

**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 September 19, 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/](http://www.utah.gov/pmn/), the Clearfield City Website - [clearfield.city](http://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](mailto:Nancy.dean@clearfieldcity.org) & 801-525-2700.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 PM WORK SESSION  
August 13, 2024

City Building  
55 South State Street  
Clearfield City, Utah

PRESIDING: Mayor Mark Shepherd

PRESENT: Chair Karece Thompson, Director Nike Peterson, Director Tim Roper, Director Megan Ratchford, Mayor Mark Shepherd, Councilmember Dakota Wurth

STAFF PRESENT: City Manager JJ Allen, Community & Economic Development Director Spencer Brimley, Community Services Director Eric Howes, City Attorney Stuart Williams, Police Chief Kelly Bennett, Community Relations Director Shaundra Rushton, Public Works Director Adam Favero, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: David Newman

DISCUSSION REGARDING THE UTAH AVALANCHE SOCCER CLUB AND THE OLD SCHOOL PROPERTY

Spencer Brimley, Community Development & Economic Director, explained that the City had been approached by the Utah Avalanche Soccer Club (UASC) who was interested in partnering with the City to develop a property for soccer fields for tournaments. The exact terms of any partnership were not known, but UASC was interested in knowing whether the City would be interested in such a partnership. Mr. Brimley did not know what information was used to support the financial impact analysis provided by UASC. He asked the Council to think about whether the City would be interested in a partnership of this type.

Mayor Shepherd recalled a different interested party several years ago who had wanted to purchase property for an outdoor facility but the City was not interested in the use for the property selected because the City had a future plan for park development. He pointed out that in this case, it would be a partnership and not used exclusively by the applicant. They would develop the property for shared use with the City.

Mr. Brimley showed the conceptual idea for the property which included possible pickleball courts, playground, fields, and restroom facility. Mayor Shepherd acknowledged there was an issue with the natural water source that was present on the property. He thought finding a mutual agreement would be a way to develop a park on the east side of the City due to the lower population on that side and the fact that many of the apartment complexes had their own amenities and spaces. Councilmember Thompson asked what the liability was for the City and expressed his support of the concept because it would encourage community. Mayor Shepherd said there were two hotels coming into the City in the area that would benefit from the development. Councilmember Wurth thought if it was on a trial basis to support the hotels and some of the restaurants. Mayor Shepherd said it was dependent on how much the developers

were willing to invest. David Newman, UASC arrived at 6:08 p.m.

Mr. Newman offered his perspective of the project. He reported that the club was 24 years old and had merged with a club in South Davis County. He said there were 2,000 players that played recreation soccer and another 2,000 kids that played competitively along the Wasatch Front. He pointed out that a lack of greenspace was a problem as growth continued. He said their non-profit organization was solid financially, had a couple million dollars on hand to start the project, and interested partners to invest. They wanted to do something with a community and were willing to coordinate for a shared space. He pointed out that their organization ran the largest special needs soccer program – Top Soccer - in the whole State.

Councilmember Ratchford asked who set the schedule for the competition play. Mr. Newman envisioned the City and his organization would coordinate scheduling together and was willing to manage if needed. He said there were currently three different buildings they maintained and would help with the management, maintenance and upkeep of the fields. He said they were looking at property in Herriman. Councilmember Ratchford asked where participants were coming from. He said their club teams participated in the Elite Club National League which encompassed Colorado, Arizona, New Mexico, and the girls played in a conference that took in Idaho, Oregon, and Washington, as well and was scheduled over 18 weekends. He said last year at the annual tournament there had been 380 teams at the regional athletic complex. He estimated there were 62 teams from out of state coming for the tournament this year. He spoke of the potential economic impact in the surrounding areas when the teams played and then frequented local restaurants.

Councilmember Wurth said he supported this partnership. He said he was interested in what the partnership would look like – for instance, maintaining the liability insurance, etc. He thought it was important for the community, but was also an economic driver to nearby restaurants and hotels. Mr. Newman answered saying UASC was required to carry the liability insurance policy. Councilmember Peterson asked for Eric Howes' input.

Eric Howes, Community Services Director, said he was looking at the proposal from the programming and maintenance side. He said it was difficult to remove potential park space from the inventory. Not knowing the terms of any actual agreement could change his perspective. He pointed out that the weekend tournaments and evening practices were the same time the City ran its programs, which was a challenge. He acknowledged the need for athletic facilities. He said there was a national standard for provisions of acreage of parkland. He said the City had 100 acres for 34k residents which was 2.9 acres/1000 residents which put the City at the bottom half of the lower third of the lowest third. He said the average of lowest third was 6.2 acres/1000 residents. He was conflicted because he was supportive of more park space for the underserved population, but he also had a hard time turning maintenance over to another party. He acknowledged that he did not have a great answer, but had a difficult time letting go of park acreage. He pointed out that there were no parks on the east side of the freeway.

Councilmember Peterson asked Mr. Howes, if the City wanted to move forward, proceeding on the assumption to increase park space, what would be some details that would be most critical for him to support it. Mr. Howes thought anything that took a use and put it maintenance

somewhere else relieved a little bit of pressure. He said most of the pressure was from comp leagues. He pointed out that other than a Tiny Tots soccer program, the City did not offer soccer programs because it was provided by the AYSO organization. He said the City fields were always being used. Councilmember Thompson thought it was a regional draw and asked Mr. Howes if he was concerned about the competitiveness that would be created with outside teams coming in. Mr. Howes said it did not help the City with availability. Councilmember Thompson asked Mr. Newman why they were looking at Clearfield City. Mr. Newman recognized there was not a lot of opportunities for available land, in addition to the location close to the freeway, restaurants, etc. He said there were approximately 700 kids in the surrounding area playing. Councilmember Thompson said this was an important project to him because Clearfield City was the 8<sup>th</sup> most diverse city in Utah. He thought this use was missing in Clearfield City. He told Mr. Newman he needed to be prepared for the City's demographics. He expressed his support for the possibility because he recognized the use as a regional draw to bring people together to play sports. He also pointed out the importance of ensuring it was a sustainable partnership.

Councilmember Peterson said any potential agreement needed to ensure that City residents benefited from the development and had access to use the parks and field and was not using public lands to create areas for other organizations to exclusively use. Mr. Newman emphasized that UASC were looking at using the fields for 18 weeks and the community aspect was important to them. He said they would love to be part of developing programs for the community. He said soccer was a street game in other countries and was only in this country where there was a pay-to-play model. He said he would love to be able to be involved with kids that could not afford it. He said their operating budget was \$5M and that the organization designated \$250k for scholarships to allow kids that could not pay-to-play to participate. He said that 62% of membership was a Latino membership and most would not be playing without those scholarships. Councilmember Thompson appreciated understanding UASC's perspective of community. Mr. Howes acknowledged that park space was scarce and to take 10 acres out was difficult. Councilmember Ratchford said she had never seen a soccer organization go into a community and not make the community better. She supported the possibility. Councilmember Wurth did not think there would be many chances of an amenable partnership like this to benefit the east side of the community.

Mr. Brimley wanted to clarify that this was not a done deal and pointed out that the land was soaking wet. He said even if it was viable, dirt work was some of the most expensive work to be completed. He said he did not want to get ahead of what was possible. Councilmember Thompson said the City was facing oncoming decertification and asked if the parcel was drying out. JJ Allen, City Manager, said the City was not sure where the water was coming from and to drain it would need to have permanent drainage of some kind. Mr. Brimley said it would be part of the process to figure out these details. Mr. Howes said that in the two most recent driest years, the property was still wet.

The Council was interested in pursuing the possibility of creating a partnership for this use. Mr. Brimley said it would move forward with UASC and the Community Services Department. Mr. Allen pointed out that Staff previously had thought of having a nature park with boardwalk trails for the property and said it would be an opportunity cost if the proposed project was completed. Mr. Brimley said this was very preliminary and wanted to verify Council's support before



moving forward. Mr. Howes acknowledged that a restroom on the trail would be beneficial and didn't want to come across so negatively. He said the right agreement would make all the difference, but had a hard time taking land away from inventory. Mr. Newman said there was not a lot of pressure to complete immediately, but that it was more important to do it right.

#### DEPARTMENT UPDATES

This item was moved to be addressed at the upcoming Council retreat.

**Chair Thompson moved to adjourn at 6:42 p.m., seconded by Councilmember Wurth.**

**RESULT: Passed [5 TO 0]**

YES: Chair Thompson, Director Peterson, Director Roper, Director Ratchford, Councilmember Wurth

NO: None

**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, August 13, 2024.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 PM POLICY SESSION  
August 27, 2024

City Building  
55 South State Street  
Clearfield City, Utah

PRESIDING: Mayor Mark Shepherd

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

STAFF PRESENT: City Manager JJ Allen, City Attorney Stuart Williams, City Clerk Nancy Dean, Deputy City Recorder Chersty Titensor, Police Chief Kelly Bennett, Community Services Director Eric Howes, Community Development Director Spencer Brimley, Finance Manager Rich Knapp, Communications Manager Shaundra Rushton

VISITORS: Davis County Commissioner Lorene Kamalu, Ashleigh Young – Director of Animal Care of Davis County, Michael Lambert

Mayor Shepherd called the meeting to order at 7:04 p.m.

Councilmember Thompson led the opening ceremonies

UPDATE FROM DAVIS COUNTY COMMISSIONER LORENE KAMALU

Davis County Commissioner Lorene Kamalu introduced Ashleigh Young from the Animal Care of Davis County. She also provided a handout to Council for Davis County 2024 Commission Assignments.

UPDATE FROM ANIMAL CARE OF DAVIS COUNTY DIRECTOR, ASHLEIGH YOUNG

Ashleigh Young, Director of Animal Care of Davis County (ACDC), explained the County had started a feasibility study in 2021 for the need for a new animal shelter. She explained the challenges they faced with their current facility and the shift of philosophy that led to more than 90% of shelter animals having positive outcomes. She said ACDC was looking to build a new estimated 32,000 square foot facility for the approximate 4,500 animals each year. She explained the funds were coming through the County's capital fund. She said the Requests For Proposals were completed and they were hoping to break ground on the facility this year.

She explained that ACDC was asking for a tax increase and there had not been an increase since 2017. She explained that their agency had been struggling with the same budget for many years and the tax increase would see about a \$12/year increase. Commissioner Kamalu

said the cost to build the new building was estimated at \$15M and was an institutional type building. They worked hard to reduce the costs.

Councilmember Peterson asked about the timing of construction. Ms. Young said they were hoping to break ground this year and anticipated two years for the build-out. She explained that they would continue operation at their current facility through the build. Councilmember Wurth expressed appreciation for the County's evolution from catch and kill to being recognized as a no-kill shelter. He asked if any aviary care was planned. Ms. Young said they currently had mix of domestic animals.

#### OPEN COMMENT PERIOD

Michael Lambert introduced himself as a candidate running for Davis County Commission as an unaffiliated candidate. He offered his background and the issues he was concerned about.

There were no further comments.

#### APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED RE-APPOINTMENT OF JAYLEE BOUWHUIS AS THE YOUTH COMMISSION AMBASSADOR TO THE PLANNING COMMISSION

Mayor Shepherd recommended the re-appointment of Jaylee Bouwhuis as the Youth Commission Ambassador to the Planning Commission. Ms. Bouwhuis addressed the Council and explained her experience on the Planning Commission and her enjoyment of the position.

**Councilmember Thompson moved to approve and consent to the mayor's reappointment of Jaylee Bouwhuis as the Youth Commission Ambassador to the Planning Commission with a start date of June 2024 and a term expiration date of June 2025, and authorize the mayor's signature to any necessary documents, seconded by Councilmember Peterson.**

**RESULT: Passed [5 TO 0]**

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

**NO:** None

#### UPDATE ON THE FISCAL YEAR 2024 YEAR-END FINANCIAL STATUS

Rich Knapp, Finance Manager, said there were continued updates to expenditures, but the numbers reviewed were the most up to date. He reviewed the revenues, expenditures, and net operating of the Water Fund. Councilmember Peterson was concerned about the resident's interpretation of the negative numbers in his presentation. Mr. Knapp explained that he wanted the Net Operating number to be positive, but when the Capital Projects were included, the numbers fell to negative numbers. He explained that the negative number would be covered by funds that were purposely saved up for the one-time projects. He reviewed water consumption. He said there was an 18% increase in consumption from the previous fiscal year. He pointed out that the City was swapping out meters and was capturing usage that had not been captured

before. He said revenue saw an 11% increase from last year.

He reviewed the revenues and expenditures in the General Fund. He said the budget planned to spend down 104% of revenues and 91% of expenses. He anticipated the year-end unrestricted balance to be 33-35% of revenues or \$500k under to \$325k over maximum reserves. He pointed out that the transfers out for future capital projects were not yet completed. He said the FY24 budget planned to bring down reserves to 20% of revenues. He reviewed the Draft Revenue Summary by category and informed Council of key revenue analysis.

He reviewed the expenses that were being tracked for planning purposes which were:

- Clearfield Station – internal funds were floating until sales tax from county received.
- Parks & Open Space – \$226k under budget \$100k part time under budget

He reviewed the history of Programs or Services with direct revenues and the trend of how much was subsidized by the General Fund. He showed the Council the most recent Sales Tax Population calculation. He said the population increased to 34,470 which was 1.009% of the Utah population. He reviewed the Clearfield Quarterly Point of Sale revenue which showed a better picture than the State's portion. He said it was hard to say what that meant but may mean sales activity might be leveling out. He said the final FY24 numbers would be part of audit and would not have until December.

## COMMUNICATION ITEMS

### MAYOR'S REPORT

#### ***Mayor Mark Shepherd***

- He toured the Fire Stations at Hill Air Force Base with the Utah Defense Alliance to see how they functioned.
- He said the Clearfield Station Area Plan was certified by the Wasatch Front Regional Council.
- He said he and Councilmember Wurth had attended the 388<sup>th</sup> Maintenance Group's Change of Command Ceremony. Colonel Kong was the new commander of the Maintenance Group.
- He said the ICBM Director at Hill Air Force Base to inform that they had decided to combine the Minuteman Directorate and Sentinel Directorate due to the unanticipated costs and brought in a new General to run the program – Colonel Robert "Buck" Rogers.
- He said he went to the National Veteran's Golden Age Games at the Salt Palace where he handed out medals. He said some of the events were badminton, table tennis, shuffleboard, and pistol/rifle shooting.
- He had been invited to sit in on a panel with the Mayors and CEOs for U.S. Housing Investment in September.
- He had been invited to California in December to participate with the Mayor's Against Anti-Semitism to represent Clearfield City.
- He expressed his condolences to the family whose child was recently killed in Clearfield.

### CITY COUNCIL'S REPORTS

#### ***Councilmember Peterson***

- She expressed appreciation to Staff for their preparations for the recent retreat.
- She expressed appreciation to the Police Department for their assistance during the recent

tragedy on the south side of the City.

- She acknowledged the efforts of Stuart Williams and Teresa Allen with the Victim Advocate program. She had received positive feedback from an individual that was able to find help with housing within 48 hours through the DAVA and VAWA grants.
- She gave a reminder that the load fees at Wasatch Integrated would be more fully enforced if the load was not covered in a tarp.
- With legislative changes, there were reporting requirements for recycling – twice a year on website and newsletter. She said the requirements would be forthcoming.

***Councilmember Thompson***

- Nothing to report

***Councilmember Ratchford***

- She said the Jack in the Box near the west entrance of Hill Air Force Base should be opened by end of September.
- She provided an update on outstanding issues at the North Davis Fire District's new Station #42.

***Councilmember Wurth***

- He announced that the Parks & Recreation Commission would be hosting the Pet Splash Saturday at the Clearfield Aquatic Center.
- He announced that the Parks & Recreation Commission was hosting a Howl-oween Costume Parade on October 19, 2024 at Barlow Park.
- He informed Council that on September 27, 2024 from 6:00 p.m. to 7:30 p.m. at the Jordan Commons Megaplex, "Strong Towns" would be presenting on the housing theme and innovative ways to address housing on a local level.
- He expressed appreciation to Colonel Kong with the 388<sup>th</sup> Maintenance and was impressed with the community that rallied around him.

***Councilmember Roper***

- He announced he had become the Chair of Open Doors and was looking for ways to improve the organization and help it run more efficiently.

**CITY MANAGER'S REPORT**

***JJ Allen, City Manager***

- He said a discussion concerning the traffic study completed a few years back would be scheduled on September 17, 2024.
- He expressed his kudos to Shaundra Rushton and the Communications Department for the recent Bridge Party.
- He thanked Council and Staff for their participation at the Council Retreat.
- He informed the Council of some upcoming conferences and vacation that would take him away for much of September.

**STAFF REPORTS**

***Nancy Dean, City Recorder***

- No meeting September 3, 2024.
- Work and policy sessions on September 10, 2024.
- Work session on September 17, 2024.

- Work and policy session on September 24, 2024.

**Councilmember Thompson moved to adjourn at 7:58 p.m., seconded by Councilmember Wurth.**

**RESULT: Passed [5 TO 0]**

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

**NO:** None

**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, August 27, 2024.

**/s/ Nancy R. Dean, City Recorder**



## STAFF REPORT

**TO:** Mayor Shephard and City Council Members

**FROM:** Brad McIlrath, Senior Planner

**MEETING DATE:** September 24<sup>th</sup>, 2024

**SUBJECT:** Public Hearing, Discussion and Possible Action on **RZN 2024-0604**, a zoning map amendment request by Mark Wager to rezone the subject property from R-1-8 (Residential) to R-2 (Residential). **Location:** 328 East 100 North (TIN: 12-006-0054). **Project Area:** 0.88 Acres. **(Legislative Action).**

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### **PLANNING COMMISSION RECOMMENDATION**

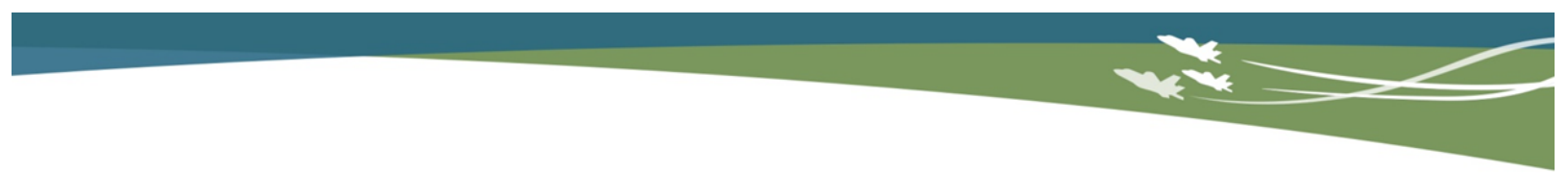
On September 4<sup>th</sup>, 2024, the Planning Commission forwarded a recommendation of **DENIAL** of **RZN 2024-0604** to the Clearfield City Council, a zoning map amendment by Mark Wager to rezone the property located at 328 East 100 North (TIN: 12-006-0054) from R-1-8 (Residential) to R-2 (Residential). This recommendation was made on a unanimous vote.

### **DESCRIPTION / BACKGROUND**

The applicant is requesting a zoning map amendment from R-1-8 (Residential) to R-2 (Residential) to allow townhomes to be constructed on the subject property. The R-2 Zone allows townhomes as a permitted use under the definition of multi-family dwellings with a maximum unit density of eight (8) units to the acre. Based upon the submitted concept plan with four (4) townhomes, that would be a density of 4.55 units to the acre. As described in the Clearfield City General plan, “the R-2 Zone is designated for multi-family dwelling units” and “developments under this zone are typically arranged as duplexes, twin homes, or townhome-style units.” The General Plan designates the future land use for this property as residential, which allows for single-family and/or multi-family zones. The surrounding neighborhood (with the exception of two duplex properties to the southwest of this property) is zoned R-1-8. Historically this entire neighborhood was developed as a single-family neighborhood under the R-2 Zone, which is why most of the lots have lot areas between 6,000 square feet and 8,000 square feet. Outside of the two properties to the southwest of this property, the only other multiple-family zoned properties or developments are located off the State Street & Main Street corridor, or north of 300 North.

### **ZONING MAP AMENDMENT ANALYSIS**

As outlined in Section 11-6-3 and 11-6-4 of the Clearfield City Land Use Ordinance, the Planning Commission shall review the petition to change the land use title or zoning map and provide recommendation to the City Council for each request. The Planning Commission may recommend adoption of the proposed zoning map amendment when it finds that the proposed amendment is in accordance with one of the two considerations listed in the table below.



Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals of the General Plan and Map as an applicable zone for the residential future land use designation.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	The current nationwide housing shortage and associated decrease in housing affordability creates an increased housing cost burden for Utahns. Each issue creates an increased demand for housing and the need for all Utah communities to consider the full range of housing opportunities to current future residents. While this is something the community should consider, a smaller lot single-family option similar to neighboring lot sizes would be more compatible with this neighborhood.

### **Development Agreement**

As outlined in Section 11-9D-11 D of the Land Use Title, a development agreement may be required for all new developments in the R-2 Zone. As such the application for rezone, preliminary plat, or site plan approval is conditioned upon final approval of a development agreement by the City Council. The R-2 Zone allows townhomes under the definition of multi-family dwellings which are, "Three (3) or more attached dwelling units in any configuration." As stated in the opening paragraph of this report, the applicant is requesting the rezone to develop the property with townhome residential units. If the rezone is approved, a development agreement could be required to limit the housing unit type to townhomes and not allow apartments to be constructed on this property.

### **GENERAL PLAN ANALYSIS**

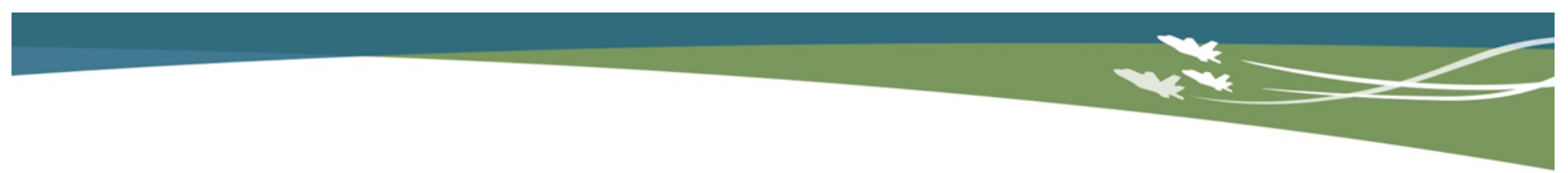
The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 2 - Land Use Element, which should be followed throughout the City. Chapter 3 – Transportation, addresses goals and policies to ensure balance between future transportation needs that come with future land use development. The following three sections are an analysis of the land use guidelines, the applicable land use goal and policy, and transportation aspects of the General Plan.



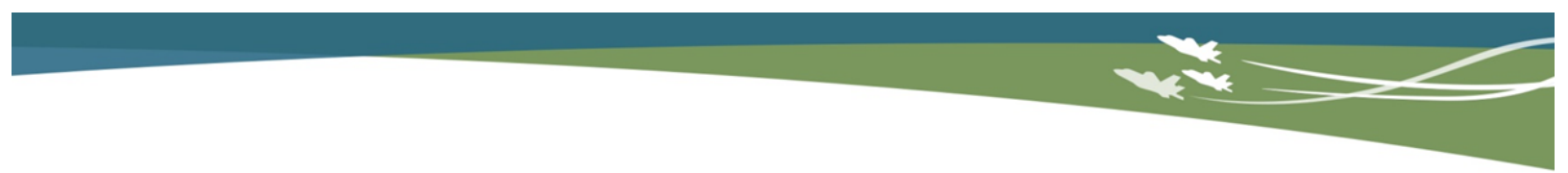


## A. Land Use Guidelines

Land Use Guideline	Staff Analysis
<i>1. The identity of Clearfield City should be strengthened by land uses which improve the image of the community and foster a positive, healthy living environment conducive to long-term residency.</i>	Rezoning this property to the R-2 Zone to allow townhomes would not be compatible with the surrounding neighborhood and would place increased density behind existing single-family residences. A rezone to R-1-6, with lot sizes that are compatible with the neighborhood would better foster a positive and healthy living environment for existing and future residents.
<i>2. The relationship of planned uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.</i>	Although properties to the southwest are zoned R-2 and include duplexes, those are the only multi-family properties this far into this neighborhood. Duplexes also pose a lesser impact than townhomes as the existing duplexes were built to resemble single-family homes in the neighborhood.
<i>3. Redevelopment should emphasize the reuse of developed areas and existing community resources in such a way as to increase the livability and aesthetics of the City.</i>	The redevelopment of this property with residential will increase the livability and aesthetics of the city and this neighborhood. It is important to have a development that resembles the surrounding development pattern to best support an increase in livability for existing and future residents.
<i>4. The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.</i>	This overall area of the City with commercial and mixed-use along the main corridor and a transition to lower density housing is a good example of providing a full range and mix of land uses in the community.
<i>5. Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available. Adequate screening and design should be provided to protect existing residential areas from more intense land uses.</i>	Rezoning this property to R-2 for the development of townhomes would not be a gradual transition. This property is situated behind mostly single-family properties on all sides and would be an increase in density in the middle of this neighborhood. Properties adjacent to the main corridor and mixed-use zoning in the City present better opportunities for the transition of high-density housing to medium-density housing with townhomes.



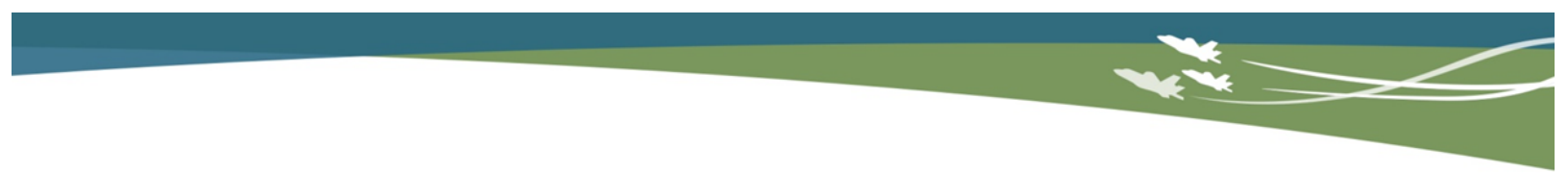
<p>6. <i>Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.</i></p>	<p>If the rezone is approved, the specific design and location of utility connections for this type of development would be reviewed for approval with the submittal of construction documents. Clearfield City would likely require the looping of the culinary water lines and providing proper circulation to improve water quality for the area and this development.</p>
<p>7. <i>Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.</i></p>	<p>Clearfield City Staff has reviewed the existing utility infrastructure in the area and has confirmed that it is able to accommodate the current and future residences in this area. However, an increase in density here will place a greater strain on the aging infrastructure in this neighborhood than would smaller lot single-family development.</p>
<p>8. <i>An interconnecting public open space system should be provided, including pedestrian linkages, recreational areas, natural areas, on-road cycling facilities, and drainage ways.</i></p>	<p>The eventual development of this property would not impede connections or linkages with the current public open space system. Residential development of this property will benefit the current open space system and recreational opportunities in the area by providing additional residents within proximity to use Central Park and the community trail systems.</p>
<p>9. <i>Commercial and manufacturing uses should be highly accessible, clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.</i></p>	<p>Not applicable.</p>
<p>10. <i>The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer choice in mobility and transportation.</i></p>	<p>The General Plan supports and encourages land use patterns that offer choices in mobility and transportation. Greater access to transportation choices is provided in city centers and along the State/Main Street corridor. Therefore, those areas are more appropriate for more housing than interior remnant single-family properties such as the subject property.</p>
<p>11. <i>The remaining vacant properties in the City should be developed at their highest and best use to</i></p>	<p>With this guideline, there is always a delicate balance between the City's needs and abilities to provide services and to maximize the value to the property owner for</p>



<i>maximize their value to the landowner and the City.</i>	development of the property. Due to the aging infrastructure in the area, lack of access to transportation options, and the exact location of this property, staff determines the highest and best use to be a smaller lot single-family development that is similar in size to the lots in this neighborhood. A rezone application to the R-1-6 Zone with lot sizes of 6,000 square feet and the development of a cul-de-sac would be most appropriate.
<i>12. The quality and usefulness of parks and open space should be maximized. Open spaces that are small, inaccessible, difficult to maintain, or encumbered by utilities, drainage basins, or excessive slopes should not be encouraged.</i>	Not applicable.
<i>13. Manufacturing and industrial activities should be limited to those areas already zoned for such uses.</i>	Not applicable.
<i>14. Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.</i>	Not applicable.
<i>15. Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.</i>	Staff's recommendation and findings found in this staff report are based on a comprehensive understanding of this area of the community and the existing infrastructure. With limited access to this property and the location behind existing single-family and duplex homes, the property should be developed in a manner that is consistent with the existing neighborhood development pattern.

## **B. Goals and Policies of Land Use**

The General Plan includes four land use goals with policies and implementation measures associated with each. Out of the four goals, Goal 4 most closely aligns with the proposed rezone request and is provided as part of the following analysis.



**Goal 4:** *Revitalize Neighborhoods and Commercial Districts with a focus on a Downtown Core.*

**Policy:** *Encourage redevelopment and renovation of deteriorating neighborhoods and commercial districts.*

**Implementation Measure #1:** *Facilitate the redevelopment of downtown Clearfield City through public-private partnerships. Continue funding of the Façade and Site Improvement Grant program for downtown businesses. Incentivize redevelopment of the downtown area by using tax increment financing.*

**Implementation Measure # 2:** *Create land use ordinances that allow and encourage infill redevelopment. Envision downtown as public places that have the potential to become destinations for pedestrians.*

**Implementation Measure #3:** *Prioritize code enforcement and property maintenance throughout the City. Hold regular coordination meetings with code enforcement and the planning office, to ensure compliance with City ordinances.*

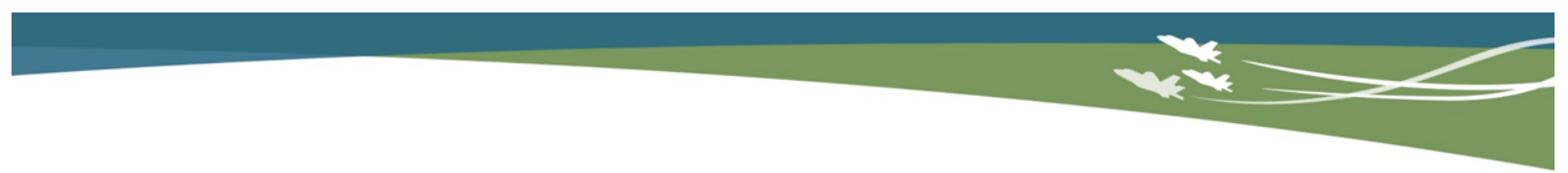
**Implementation Measure #4:** *Adopt small area (district) plans to focus on neighborhoods and provide specific goals and strategies to enhance the positives and improve upon those items of concern.*

**Implementation Measure #5:** *Encourage the mixing of uses along a corridor, including jobs and housing in close proximity to one another.*

This goal, policy, and implementation measure has a specific focus on creating a downtown core but also encourages redevelopment and investment to local neighborhoods and commercial districts. Implementation Measure #2 encourages the creation of land use ordinances that allow and encourage infill redevelopment. The R-1-6 Zone has modified to allow for a reduction in the minimum lot size from 6,500 square feet to 6,000 square feet and is identified in the General Plan as an alternative to larger lot single-family uses and multi-family development in areas outside the downtown corridor. Because the R-1-6 Zone is intended to be used for infill single-family development, it is the best option for this property due to the site characteristics and neighborhood context.

#### **PUBLIC COMMENT**

A public hearing notice was posted the week of August 19<sup>th</sup>, 2024, on the State of Utah public notice website, and on the City's website. A public hearing notice sign was placed in front of property and public hearing notices were mailed to adjacent properties on August 21<sup>st</sup>, 2024. The public hearing notice sign was replaced on September 12<sup>th</sup>, 2024 in advance of the City Council meeting on September 24<sup>th</sup>, 2024.



No public comment was received prior to the Planning Commission meeting on September 4<sup>th</sup>, 2024. As part of the public hearing with the Planning Commission, public comment was provided by the applicant and the applicant's surveyor in favor of the request and explaining the reason for the request. A resident in the neighborhood provided public comment in opposition to the R-2 Zone on the basis that it would change the fabric of the neighborhood but also indicated that duplexes could be appropriate if made to look like a single-family home.

#### **STAFF RECOMMENDATION; FINDINGS AND CONCLUSION**

Based upon analysis of this request and the Clearfield City General Plan, staff recommends that the Planning Commission forward a recommendation of **DENIAL** to the Clearfield City Council for the proposed zoning map amendment. This recommendation is based upon the analysis of the staff report and the following findings:

1. Although, the proposed zoning map amendment is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan, the development is not consistent with the neighborhood development pattern.
2. The R-1-6 Zone has been modified in recent years to provide smaller lot sizes that are most similar to this historic neighborhood. The R-2 Zone would not provide a lot size as small as the R-1-6 Zone if the property was to be developed with single-family lots.

An increase in density in the middle of this historic neighborhood is not supported by the General Plan and is inconsistent with the policy direction from City Council to provide medium and higher density housing along corridors to preserve existing single-family neighborhoods.

#### **CORRESPONDING POLICY PRIORITIES**

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

With support by the General Plan, the rezone of this property to R-2 would not encourage consistency with the existing single-family residential neighborhood.

#### **FISCAL IMPACT**

None.

#### **ALTERNATIVES**

The City Council may discuss and/or recommend an alternative to that of the Planning Commission's recommendation.

#### **SCHEDULE / TIME CONSTRAINTS**

The City Council may decide to table the item to a future meeting date for further consideration and research by Staff. If tabled, the City Council will need to identify a specific date and time that the public hearing will resume.



## **ATTACHEMENTS**

1. General Plan Map
2. Zoning Map
3. Site Concept





### GENERAL PLAN



### CURRENT ZONING



**811**  
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Call before you dig.

#### BENCHMARK

NORTHWEST CORNER SECTION 1,  
TOWNSHIP 4 NORTH, RANGE 2 WEST  
SALT LAKE BASE & MERIDIAN  
BM ELEV = 424.02  
FOUND BRASS CAP  
ELEV = 424.02

NORTHWEST QUARTER CORNER  
SECTION 1  
TOWNSHIP 4 NORTH, RANGE 2 WEST  
SALT LAKE BASE & MERIDIAN  
BM ELEV = 424.02  
FOUND BRASS CAP

SSMH  
RM-4541.73  
FLUP NH-4533.03  
FLUP EH-4533.03  
FLUP WH-4533.03

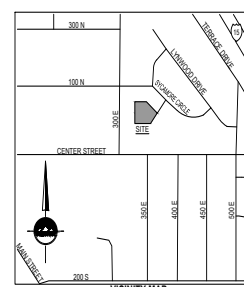
12-001-0028  
MICHAEL & KORI  
PILKINGTON

LOT 1  
LOT 2  
AL-VITA PARK SUBDIVISION

100 NORTH STREET  
(PUBLIC STREET)

SSMH  
RM-4552.28  
FLUP NH-4544.76  
FLUP SE-4544.76  
FLUP WH-4544.76

NORTH QUARTER CORNER  
SECTION 1  
TOWNSHIP 4 NORTH, RANGE 2 WEST  
SALT LAKE BASE & MERIDIAN  
NOT FOUND



#### SURVEYORS CERTIFICATE

I, Trent R. Williams, do hereby represent that as a Registered Land Surveyor and that I hold Certificate No. 6034675 as prescribed by the laws of the State of Utah and I have made a survey of the following described property, and that it is true and correct based on record information obtained from research and comparing it with survey data collected in the field.

Trent R. Williams  
License No. 6034675

#### SURVEY NARRATIVE

The purpose of this survey is to establish the boundaries of the parcel for the homeowner. There is only one survey of note in the area, Survey No. 8275.  
The subject parcel is bound on the North and East by Al-Vita Park Subdivision. All other sides are properties created by metes and bound. The properties on the East do not fit by record line to the section corner, but when tied the eastern right-of-way line and the southern line of Al-Vita Park line match occupation between them and the subject parcel.  
The properties on the South line of the subject parcel have a significant overlap between deeds. The parcels to the South call to the northern right-of-way line of a road (Center Street). These properties, with metes and bounds right-of-way to the fence and occupation. The deed for the subject parcel calls South of the fence. This fence is old and is the best evidence for the true property line.

#### PROPERTY DESCRIPTION

A parcel of land, situated in the Northwest Quarter of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Clearfield City, Davis County, Utah. Being more particularly described as follows:  
Beginning at a point on the southerly line of Al-Vita Park Subdivision, said point being South 89°12'27" West 155.15 feet along the Section line and South 89°40'40" East 105.48 feet from the Northwest Corner of said Section 1 and running thence along the perimeter of Al-Vita Park Subdivision the following two (2) courses and distances:

- 1) North 89°37'24" East 100.00 feet;
  - 2) S2°17'28" East 177.05 feet;
- thence South 38°10'37" West 63.03 feet to an ancient fence line;  
thence North 89°12'27" West 200.93 feet along said fence line to another ancient fence line;  
thence North 89°12'18" East 152.34 feet along said fence line to the Point of Beginning.

Contains 28,744 square feet or 0.660 acres.

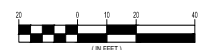
#### LEGEND

- |                          |                          |
|--------------------------|--------------------------|
| SECTION CORNER           | ADJACENT RIGHT OF WAY    |
| MONUMENT                 | RIGHT OF WAY             |
| EXIST REBAR AND CAP      | CENTERLINE               |
| SET ENSIGN REBAR AND CAP | PROPERTY LINE            |
| WATER SPOUT              | ADJACENT PROPERTY LINE   |
| WATER VALVE              | FENCE                    |
| FIRE HYDRANT             | EDGE OF ASPHALT          |
| IRRIGATION VALVE         | SANITARY SEWER LINE      |
| SANITARY SEWER MANHOLE   | SANITARY DRAIN LINE      |
| STORM DRAIN CLEAN OUT    | CULINARY WATER LINE      |
| STORM DRAIN CATCH BASIN  | OVERHEAD POWER LINE      |
| ELECTRICAL BOX           | ELECTRICAL LINE          |
| UTILITY POLE             | GAS LINE                 |
| LIGHT                    | EXISTING CONTOURS        |
| GAS METER                | CONCRETE                 |
| BUILDING                 | EXISTING CONTOURS        |
| TREE                     | PUBLIC DRAINAGE EASEMENT |

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



#### HORIZONTAL GRAPHIC SCALE



LOCATED IN THE NORTHWEST QUARTER OF SECTION 1  
TOWNSHIP 4 NORTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN  
CLEARFIELD CITY, DAVIS COUNTY, UTAH

THE STANDARD IN ENGINEERING

LAYTON  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

SANDY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
RD1 MAXFIELD  
154 COUNTRY HILLS DR  
OCEAN, UT 84043

CONTACT:  
RD1 MAXFIELD  
PHONE: 801.583.4444

328 EAST 100 NORTH  
CLEARFIELD, UTAH 84015

CONCEPT  
PLAN

PROJECT NUMBER  
12968

PRINT DATE  
2024-06-20

PROJECT MANAGER  
T. WILLIAMS

DESIGNED BY  
J. PROKOSCHACH

1 of 1





## STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Brad McIlrath, Senior Planner

**MEETING DATE:** Tuesday, September 24<sup>th</sup>, 2024

**SUBJECT:** Public Hearing, Discussion and Possible Action on **ZTA 2024-0706**, a zoning text amendment request by Carmel Clermont to amend Section 11-13-21 of the Clearfield City Code to allow a new group home to be located within one fourth (1/4) mile of another existing group home facility. **(Legislative Action)**.

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### **PLANNING COMMISSION RECOMMENDATION**

On September 4<sup>th</sup>, 2024, the Planning Commission forwarded a modified recommendation of **APPROVAL** for **ZTA 2024-0706** to the City Council, a zoning text amendment to amend Section 11-13-21 to remove the location requirement for group homes and the permitted number of residents of a group home facility. This recommendation was made on a 7-0 vote with Commissioner Murray abstaining from the vote.

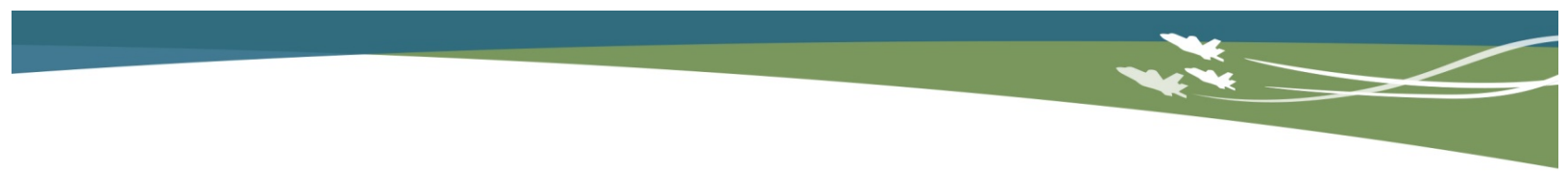
### **BACKGROUND & ANALYSIS**

The applicant, Carmel Clermont, contacted the City to obtain a business license to establish a group home. Because "Section 11-13-21: Group Home Facilities" states that a group home facility cannot be located within three-fourths (3/4) mile of another existing group home facility, Clearfield City staff informed the applicant that there was an existing group home, approximately one half (1/2) mile away. The applicant subsequently decided to apply for a zoning text amendment to reduce the proximity restrictions to one fourth (1/4) mile, a distance that would allow a group home at a location in compliance with that proximity restriction.

It should be noted that Clearfield City Code distinguishes the difference between a group home for persons with a disability, and a detention or rehabilitation facility. This amendment request and staff report is specifically related to group homes for persons with a disability and does not apply to detention or rehabilitation facilities. Detention and rehabilitation facilities are no longer permitted uses in residential zones since ordinance updates that were adopted in 2009.

It is relatively common for a local government to have established land use and zoning regulations for group homes, including group homes for people with disabilities. For example, many cities require that a group home in a residential neighborhood provides adequate off-street parking for the use, or that any alterations to the building or landscaping do not change the structures residential character.

Since the Fair Housing Act was amended by United States Congress in 1988 to add protections for persons with disabilities, municipalities have taken opportunities to amend ordinances to ensure that



they are consistent with the Fair Housing Act. This application gives Clearfield City the opportunity to research, evaluate, and update current ordinances in accordance with guidance from The Department of Justice (DOJ) and The Department of Housing and Urban Development (HUD).

*Fair Housing Act*

Staff has reviewed a joint statement from The Department of Justice and The Department of Housing and Urban Development titled “Group Homes, Local Land Use, and the Fair Housing Act”. Key points from the statement are provided below, and the full statement is provided as an attachment to this report.

- The Fair Housing Act prohibits discrimination against individuals on the basis of disability.
- Land use policies or regulations that treat groups of persons with disabilities less favorably than groups of non-disabled persons are considered unlawful.
- Reasonable accommodations must be afforded where necessary to provide equal opportunity for housing.
- DOJ, HUD, and most courts that have addressed the issue, take the position that density restrictions are generally inconsistent with the Fair Housing Act.

Clearfield, like other cities, has a regulation requiring group homes to be a minimum distance from one another. Generally, the intent for these types of regulations is to prevent a particular area or neighborhood from having more than its fair share of group homes. While overconcentration can be a valid concern, the Department of Justice and HUD consider required separations that may have the effect of prohibiting group homes from locating in entire neighborhoods to be conflicting with the Fair Housing Act.

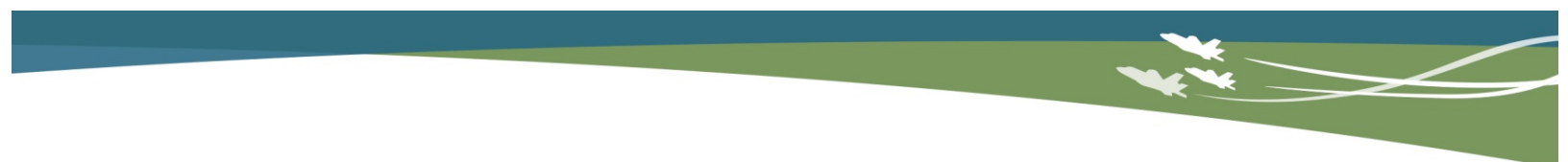
*Recommendation*

Staff is supportive of the applicant’s request to reduce the proximity restrictions for group homes and with the review of the Fair Housing Act, recommend that the proximity restrictions are removed. Staff’s recommended amendments to “Section 11-13-21: Group Home Facilities” are included as an attachment to this report, with the amended portions shown in red text.

**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 amendment is in accordance with the General Plan which encourages continual



		evaluation and modifications to adopted ordinances as circumstances require.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The proposed amendment gives Clearfield City the opportunity to research, evaluate, and update current ordinances in accordance with guidance from The Department of Justice and The Department of Housing and Urban Development.

### **FINDINGS AND CONCLUSION**

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

1. The proposed amendment is in accordance with the General Plan which encourages continual evaluation and modifications to adopted ordinances as circumstances require.
2. The proposed amendment, with staff recommendations, encourages equitable treatment of persons with disabilities and their pursuit of housing, consistent with the federal Fair Housing Act.

### **CORRESPONDING POLICY PRIORTIES**

- *Providing Quality Municipal Services*  
The proposed amendment aligns with this priority by seeking continuous improvement through the evaluation of local ordinances in relation to federal laws.
- *Improving Clearfield's Image, Livability, and Economy*  
The proposed amendment encourages livability in accordance to federal fair housing regulations.

### **FISCAL IMPACT**

None.

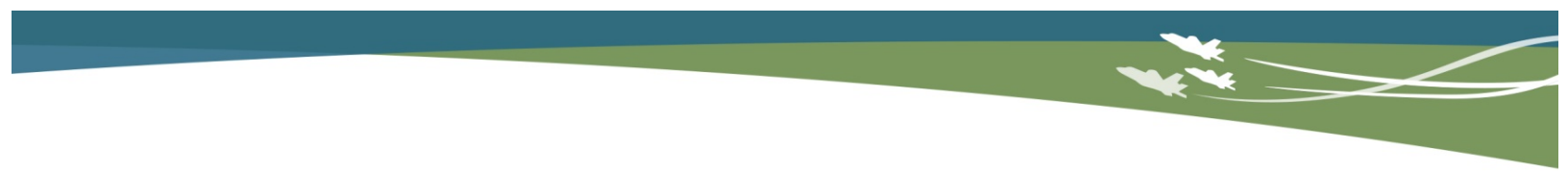
### **ALTERNATIVES**

The City Council may approve the applicant's request of a ¼ mile location standard, deny the requested amendments, or make additional changes prior to approval of the amendments.

### **SCHEDULE/TIME CONSTRAINTS**

If the City Council chooses to table this item, it will need to be tabled to a specific future date and time.

### **LIST OF ATTACHEMENTS**

- 
1. “Group Homes, Local Land Use, and the Fair Housing Act”, A joint statement of the Department of Justice and the Department of Housing and Urban Development
  2. Proposed Amendments to Section 11-13-21: Group Home Facilities



# Joint Statement Of The Department Of Justice And The Department Of Housing And Urban Development

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## GROUP HOMES, LOCAL LAND USE, AND THE FAIR HOUSING ACT

Since the federal Fair Housing Act ("the Act") was amended by Congress in 1988 to add protections for persons with disabilities and families with children, there has been a great deal of litigation concerning the Act's effect on the ability of local governments to exercise control over group living arrangements, particularly for persons with disabilities. The Department of Justice has taken an active part in much of this litigation, often following referral of a matter by the Department of Housing and Urban Development ("HUD"). This joint statement provides an overview of the Fair Housing Act's requirements in this area. Specific topics are addressed in more depth in the attached Questions and Answers.

The Fair Housing Act prohibits a broad range of practices that discriminate against individuals on the basis of race, color, religion, sex, national origin, familial status, and disability.<sup>(1)</sup> The Act does not pre-empt local zoning laws. However, the Act applies to municipalities and other local government entities and prohibits them from making zoning or land use decisions or implementing land use policies that exclude or otherwise discriminate against protected persons, including individuals with disabilities.

The Fair Housing Act makes it unlawful --

- To utilize land use policies or actions that treat groups of persons with disabilities less favorably than groups of non-disabled persons. An example would be an ordinance prohibiting housing for persons with disabilities or a specific type of disability, such as mental illness, from locating in a particular area, while allowing other groups of unrelated individuals to live together in that area.

- To take action against, or deny a permit, for a home because of the disability of individuals who live or would live there. An example would be denying a building permit for a home because it was intended to provide housing for persons with mental retardation.
- To refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons or groups of persons with disabilities an equal opportunity to use and enjoy housing.
- What constitutes a reasonable accommodation is a case-by-case determination.
- Not all requested modifications of rules or policies are reasonable. If a requested modification imposes an undue financial or administrative burden on a local government, or if a modification creates a fundamental alteration in a local government's land use and zoning scheme, it is not a "reasonable" accommodation.

The disability discrimination provisions of the Fair Housing Act do not extend to persons who claim to be disabled solely on the basis of having been adjudicated a juvenile delinquent, having a criminal record, or being a sex offender. Furthermore, the Fair Housing Act does not protect persons who currently use illegal drugs, persons who have been convicted of the manufacture or sale of illegal drugs, or persons with or without disabilities who present a direct threat to the persons or property of others.

HUD and the Department of Justice encourage parties to group home disputes to explore all reasonable dispute resolution procedures, like mediation, as alternatives to litigation.

DATE: AUGUST 18, 1999

## **Questions and Answers**

### **on the Fair Housing Act and Zoning**

#### **Q. Does the Fair Housing Act pre-empt local zoning laws?**

No. "Pre-emption" is a legal term meaning that one level of government has taken over a field and left no room for government at any other level to pass laws or exercise authority in that area. The Fair Housing Act is not a land use or zoning statute; it does not pre-empt local land use and zoning laws. This is an area where state law typically gives local governments primary power. However, if that power is exercised in a specific instance in a way that is inconsistent with a federal law such as the Fair Housing Act, the federal law will control. Long before the 1988 amendments, the courts had held that the Fair Housing Act prohibited local governments from exercising their land use and zoning powers in a discriminatory way.

#### **Q. What is a group home within the meaning of the Fair Housing Act?**

The term "group home" does not have a specific legal meaning. In this statement, the term "group home" refers to housing occupied by groups of unrelated individuals with disabilities.<sup>(2)</sup>

Sometimes, but not always, housing is provided by organizations that also offer various services for individuals with disabilities living in the group homes. Sometimes it is this group home operator, rather than the individuals who live in the home, that interacts with local government in seeking permits and making requests for reasonable accommodations on behalf of those individuals.

The term "group home" is also sometimes applied to any group of unrelated persons who live together in a dwelling --such as a group of students who voluntarily agree to share the rent on a house. The Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against the residents on the basis of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).

### **Q. Who are persons with disabilities within the meaning of the Fair Housing Act?**

The Fair Housing Act prohibits discrimination on the basis of handicap. "Handicap" has the same legal meaning as the term "disability" which is used in other federal civil rights laws. Persons with disabilities (handicaps) are individuals with mental or physical impairments which substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. The term major life activity may include seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. The Fair Housing Act also protects persons who have a record of such an impairment, or are regarded as having such an impairment.

Current users of illegal controlled substances, persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders, are not considered disabled under the Fair Housing Act, by virtue of that status.

The Fair Housing Act affords no protections to individuals with or without disabilities who present a direct threat to the persons or property of others. Determining whether someone poses such a direct threat must be made on an individualized basis, however, and cannot be based on general assumptions or speculation about the nature of a disability.

### **Q. What kinds of local zoning and land use laws relating to group homes violate the Fair Housing Act?**

Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act. For example, suppose a city's zoning ordinance defines a "family" to include up to six unrelated persons living together as a household unit, and gives such a group of unrelated persons the right to live in any zoning district without special permission. If that ordinance also

disallows a group home for six or fewer people with disabilities in a certain district or requires this home to seek a use permit, such requirements would conflict with the Fair Housing Act. The ordinance treats persons with disabilities worse than persons without disabilities.

A local government may generally restrict the ability of groups of unrelated persons to live together as long as the restrictions are imposed on all such groups. Thus, in the case where a family is defined to include up to six unrelated people, an ordinance would not, on its face, violate the Act if a group home for seven people with disabilities was not allowed to locate in a single family zoned neighborhood, because a group of seven unrelated people without disabilities would also be disallowed. However, as discussed below, because persons with disabilities are also entitled to request reasonable accommodations in rules and policies, the group home for seven persons with disabilities would have to be given the opportunity to seek an exception or waiver. If the criteria for reasonable accommodation are met, the permit would have to be given in that instance, but the ordinance would not be invalid in all circumstances.

### **Q. What is a reasonable accommodation under the Fair Housing Act?**

As a general rule, the Fair Housing Act makes it unlawful to refuse to make "reasonable accommodations" (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.

Even though a zoning ordinance imposes on group homes the same restrictions it imposes on other groups of unrelated people, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. For example, it may be a reasonable accommodation to waive a setback requirement so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents do not have difficulty negotiating steps and do not need a setback in order to have an equal opportunity to use and enjoy a dwelling.

Not all requested modifications of rules or policies are reasonable. Whether a particular accommodation is reasonable depends on the facts, and must be decided on a case-by-case basis. The determination of what is reasonable depends on the answers to two questions: First, does the request impose an undue burden or expense on the local government? Second, does the proposed use create a fundamental alteration in the zoning scheme? If the answer to either question is "yes," the requested accommodation is unreasonable.

What is "reasonable" in one circumstance may not be "reasonable" in another. For example, suppose a local government does not allow groups of four or more unrelated people to live together in a single-family neighborhood. A group home for four adults with mental retardation would very likely be able to show that it will have no more impact on parking, traffic, noise,



utility use, and other typical concerns of zoning than an "ordinary family." In this circumstance, there would be no undue burden or expense for the local government nor would the single-family character of the neighborhood be fundamentally altered. Granting an exception or waiver to the group home in this circumstance does not invalidate the ordinance. The local government would still be able to keep groups of unrelated persons without disabilities from living in single-family neighborhoods.

By contrast, a fifty-bed nursing home would not ordinarily be considered an appropriate use in a single-family neighborhood, for obvious reasons having nothing to do with the disabilities of its residents. Such a facility might or might not impose significant burdens and expense on the community, but it would likely create a fundamental change in the single-family character of the neighborhood. On the other hand, a nursing home might not create a "fundamental change" in a neighborhood zoned for multi-family housing. The scope and magnitude of the modification requested, and the features of the surrounding neighborhood are among the factors that will be taken into account in determining whether a requested accommodation is reasonable.

### **Q. What is the procedure for requesting a reasonable accommodation?**

Where a local zoning scheme specifies procedures for seeking a departure from the general rule, courts have decided, and the Department of Justice and HUD agree, that these procedures must ordinarily be followed. If no procedure is specified, persons with disabilities may, nevertheless, request a reasonable accommodation in some other way, and a local government is obligated to grant it if it meets the criteria discussed above. A local government's failure to respond to a request for reasonable accommodation or an inordinate delay in responding could also violate the Act.

Whether a procedure for requesting accommodations is provided or not, if local government officials have previously made statements or otherwise indicated that an application would not receive fair consideration, or if the procedure itself is discriminatory, then individuals with disabilities living in a group home (and/or its operator) might be able to go directly into court to request an order for an accommodation.

Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently, without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community.

### **Q. When, if ever, can a local government limit the number of group homes that can locate in a certain area?**

A concern expressed by some local government officials and neighborhood residents is that certain jurisdictions, governments, or particular neighborhoods within a jurisdiction, may come to have more than their "fair share" of group homes. There are legal ways to address this

concern. The Fair Housing Act does not prohibit most governmental programs designed to encourage people of a particular race to move to neighborhoods occupied predominantly by people of another race. A local government that believes a particular area within its boundaries has its "fair share" of group homes, could offer incentives to providers to locate future homes in other neighborhoods.

However, some state and local governments have tried to address this concern by enacting laws requiring that group homes be at a certain minimum distance from one another. The Department of Justice and HUD take the position, and most courts that have addressed the issue agree, that density restrictions are generally inconsistent with the Fair Housing Act. We also believe, however, that if a neighborhood came to be composed largely of group homes, that could adversely affect individuals with disabilities and would be inconsistent with the objective of integrating persons with disabilities into the community. Especially in the licensing and regulatory process, it is appropriate to be concerned about the setting for a group home. A consideration of over-concentration could be considered in this context. This objective does not, however, justify requiring separations which have the effect of foreclosing group homes from locating in entire neighborhoods.

#### **Q. What kinds of health and safety regulations can be imposed upon group homes?**

The great majority of group homes for persons with disabilities are subject to state regulations intended to protect the health and safety of their residents. The Department of Justice and HUD believe, as do responsible group home operators, that such licensing schemes are necessary and legitimate. Neighbors who have concerns that a particular group home is being operated inappropriately should be able to bring their concerns to the attention of the responsible licensing agency. We encourage the states

to commit the resources needed to make these systems responsive to resident and community needs and concerns.

Regulation and licensing requirements for group homes are themselves subject to scrutiny under the Fair Housing Act. Such requirements based on health and safety concerns can be discriminatory themselves or may be cited sometimes to disguise discriminatory motives behind attempts to exclude group homes from a community. Regulators must also recognize that not all individuals with disabilities living in group home settings desire or need the same level of services or protection. For example, it may be appropriate to require heightened fire safety measures in a group home for people who are unable to move about without assistance. But for another group of persons with disabilities who do not desire or need such assistance, it would not be appropriate to require fire safety measures beyond those normally imposed on the size and type of residential building involved.

**Q. Can a local government consider the feelings of neighbors in making a decision about granting a permit to a group home to locate in a residential neighborhood?**

In the same way a local government would break the law if it rejected low-income housing in a community because of neighbors' fears that such housing would be occupied by racial minorities, a local government can violate the Fair Housing Act if it blocks a group home or denies a requested reasonable accommodation in response to neighbors' stereotypical fears or prejudices about persons with disabilities. This is so even if the individual government decision-makers are not themselves personally prejudiced against persons with disabilities. If the evidence shows that the decision-makers were responding to the wishes of their constituents, and that the constituents were motivated in substantial part by discriminatory concerns, that could be enough to prove a violation.

Of course, a city council or zoning board is not bound by everything that is said by every person who speaks out at a public hearing. It is the record as a whole that will be determinative. If the record shows that there were valid reasons for denying an application that were not related to the disability of the prospective residents, the courts will give little weight to isolated discriminatory statements. If, however, the purportedly legitimate reasons advanced to support the action are not objectively valid, the courts are likely to treat them as pretextual, and to find that there has been discrimination.

For example, neighbors and local government officials may be legitimately concerned that a group home for adults in certain circumstances may create more demand for on-street parking than would a typical family. It is not a violation of the Fair Housing Act for neighbors or officials to raise this concern and to ask the provider to respond. A valid unaddressed concern about inadequate parking facilities could justify denying the application, if another type of facility would ordinarily be denied a permit for such parking problems. However, if a group of individuals with disabilities or a group home operator shows by credible and unrebutted evidence that the home will not create a need for more parking spaces, or submits a plan to provide whatever off-street parking may be needed, then parking concerns would not support a decision to deny the home a permit.

**Q. What is the status of group living arrangements for children under the Fair Housing Act?**

In the course of litigation addressing group homes for persons with disabilities, the issue has arisen whether the Fair Housing Act also provides protections for group living arrangements for children. Such living arrangements are covered by the Fair Housing Act's provisions prohibiting discrimination against families with children. For example, a local government may not enforce a zoning ordinance which treats group living arrangements for children less favorably than it treats a similar group living arrangement for unrelated adults. Thus, an ordinance that defined a group of up to six unrelated adult persons as a family, but specifically disallowed a group living arrangement for six or fewer children, would, on its face, discriminate on the basis of familial

status. Likewise, a local government might violate the Act if it denied a permit to such a home because neighbors did not want to have a group facility for children next to them.

The law generally recognizes that children require adult supervision. Imposing a reasonable requirement for adequate supervision in group living facilities for children would not violate the familial status provisions of the Fair Housing Act.

#### **Q. How are zoning and land use matters handled by HUD and the Department of Justice?**

The Fair Housing Act gives the Department of Housing and Urban Development the power to receive and investigate complaints of discrimination, including complaints that a local government has discriminated in exercising its land use and zoning powers. HUD is also obligated by statute to attempt to conciliate the complaints that it receives, even before it completes an investigation.

In matters involving zoning and land use, HUD does not issue a charge of discrimination. Instead, HUD refers matters it believes may be meritorious to the Department of Justice which, in its discretion, may decide to bring suit against the respondent in such a case. The Department of Justice may also bring suit in a case that has not been the subject of a HUD complaint by exercising its power to initiate litigation alleging a "pattern or practice" of discrimination or a denial of rights to a group of persons which raises an issue of general public importance.

The Department of Justice's principal objective in a suit of this kind is to remove significant barriers to the housing opportunities available for persons with disabilities. The Department ordinarily will not participate in litigation to challenge discriminatory ordinances which are not being enforced, unless there is evidence that the mere existence of the provisions are preventing or discouraging the development of needed housing.

If HUD determines that there is no reasonable basis to believe that there may be a violation, it will close an investigation without referring the matter to the Department of Justice. Although the Department of Justice would still have independent "pattern or practice" authority to take enforcement action in the matter that was the subject of the closed HUD investigation, that would be an unlikely event. A HUD or Department of Justice decision not to proceed with a zoning or land use matter does not foreclose private plaintiffs from pursuing a claim.

Litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to group home disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, like mediation. HUD attempts to conciliate all Fair Housing Act complaints that it receives. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.

1. The Fair Housing Act uses the term "handicap." This document uses the term "disability" which has exactly the same legal meaning.
2. There are groups of unrelated persons with disabilities who choose to live together who do not consider their living arrangements "group homes," and it is inappropriate to consider them "group homes" as that concept is discussed in this statement.

*Updated August 6, 2015*



### **Civil Rights Division**

U.S. Department of Justice  
950 Pennsylvania Avenue NW  
Office of the Assistant Attorney General,  
Main  
Washington DC 20530



Civil Rights Division  
202-514-3847

TTY  
202-305-1435

## PROPOSED AMENDMENTS – 11-13-21: GROUP HOME FACILITIES

### 11-13-21: GROUP HOME FACILITIES:

A. Definitions: For purposes of this section, the following terms shall have the meanings prescribed therein:

ELDERLY PERSON: A person who is sixty (60) years of age or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

GROUP HOME FOR PERSONS WITH A DISABILITY: A dwelling in which eight (8) or fewer unrelated persons, exclusive of staff, having physical or mental disabilities or impairments are cared for or live in a supervised environment.

GROUP HOME FOR THE ELDERLY: A dwelling in which eight (8) or fewer unrelated elderly persons, exclusive of staff, are cared for or live in a supervised environment. The residents may or may not have a physical or mental impairment because of age. A group home for the elderly shall be owned by one of the residents or by an immediate family member of one of the residents or be a facility for which title has been placed in trust for a resident.

B. Placement Of Specific Persons Restricted: Placement in a group home facility shall be on a strictly voluntary basis and not part of or in lieu of confinement, rehabilitation or treatment in a correctional facility.

C. Approval Process: Group homes **that will house more than three (3) unrelated persons** shall be a conditional use in zones where single-family dwellings are allowed, and a permitted use **if housing three (3) or less unrelated persons. Group Homes shall be a permitted use** in zones where multiple-family dwellings are allowed. Site plan review and approval shall also be required in accordance with chapter 5 of this title. Each group home shall comply with all of the following requirements:

1. The facility shall conform to all applicable health, safety and building codes applicable to similar dwellings;

2. The facility shall be capable of use as a group home without structural or landscaping alterations that would change the structure's residential character;

~~—3. The facility shall not be located within three-fourths (3/4) mile of another existing group home facility;~~

~~4.~~ 3. Adequate off street parking shall be provided;

~~5.~~ 4. The facility shall be consistent with the existing zoning standards of the desired location.

D. Assurances: The operator of the facility shall provide assurances that the residents of the facility will be properly supervised on a twenty four (24) hour basis, except for homes for the elderly.

E. Termination: A permit granted for a group home facility under this section is nontransferable and terminates if the structure is devoted to a use other than as a group home facility. A permit also terminates if the group home facility fails to comply with any of the provisions of this section.

F. Fair Housing: In accordance with the fair housing amendments act of 1988, 42 USC, section 3601 et seq., none of the foregoing conditions shall be interpreted to limit any reasonable accommodation necessary to allow occupancy of a residential facility for persons with a disability.

G. Persons With A Disability: Group homes for persons with a disability shall follow all applicable standards and requirements of the department of human services under Utah code title 62A, chapter 2 licensure of programs and facilities.

H. Elderly Person: A group home for the elderly shall not be operated as a business. A group home for the elderly may not be considered a business because a fee is charged for food or for actual and necessary costs of operation and maintenance of the facility. (Ord. 2009-40, 11-24-2009)



## STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Allison Barnes, CDBG Coordinator

**MEETING DATE:** September 24, 2024

**SUBJECT:** Consolidated Annual Performance Evaluation Report (CAPER)

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### **RECOMMENDED ACTION**

Review and discuss the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER).

### **DESCRIPTION / BACKGROUND**

Attached is a copy of the 2023-2024 Community Development Block Grant (CDBG) Consolidation Annual Performance Evaluation Report (CAPER). This report is an overview of the accomplishments that were met during the previous program year. Citizens have been given the opportunity to review the plan at the Customer Service Center from September 5, 2024, to September 23, 2024. To date, no public comments have been received.

Highlights of the CAPER

<b><u>Program</u></b>	<b><u>Allocated Amount</u></b>	<b><u>Funds Used by Program</u></b>	<b><u>Number Served</u></b>
<b>Open doors – Circles Program</b>	\$9,667.05	\$9,667.05	75
The funds were used to pay salaries for the employees that work on the program and for supplies and services rendered as part of the program.			
<b>Safe Harbor</b>	\$9,667.05	\$9,667.05	38
The funds were used to pay for support staff in the shelter.			
<b>Davis Community Learning Center</b>	\$9,667.05	\$9,667.05	764
The funds were used to support the pay for two Family Support Specialist at Holt and Wasatch Elementary.			
<b>Vacant Lot</b>	\$125,671.65	\$107,840.00	
The funds were used to purchase a vacant lot to be donated to Have a Heart to build a home for a low to moderate qualifying family.			
<b>CDBG Administration</b>	\$38,668.20	\$38,668.20	1
The funds were used manage the day-to-day activities of the CDBG program, but not limited to, IDIS reporting, grant file management, subgrantee management, etc.			





### **CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

### **SCHEDULE / TIME CONSTRAINTS**

The CAPER is required to be submitted to HUD by September 28, 2024. Therefore, this item will need to be heard during the policy session on September 24, 2024.

### **LIST OF ATTACHMENTS**

- CAPER Draft

## TABLE OF CONTENTS

CR- 05 Goals and Outcomes	2
CR-10 Racial and Ethnic composition of families served	6
CR-15 Resources and Investments	7
CR-20 Affordable Housing	9
CR-25 Homeless and Other Special Needs	11
CR-30 Public Housing	13
CR-35 Other Actions	14
CR-40 Monitoring	17
CR-45 CDBG	19
CR- 58 Section 3	20

### **Appendix**

PR26 - Financial Summary

IDIS Reports

Public Notices/Hearings

## **CR-05 - Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Clearfield City's Consolidated Annual Performance and Evaluation Report (CAPER) covers the progress Clearfield has accomplished in carrying out the City's CDBG Program Year 2023 (FY23) Annual Action Plan (AAP). As a small entitlement community, Clearfield City received \$193,341.00, which is \$9,316.00 less than program year 2022.

- Public Services- \$29,001.15 (15%)
- Purchase a Vacate Lot- \$125,671.65 (65%)
- Administration- \$38,668.20 (20%)

### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Program Administration	CDBG:	Other	Other	1	1	100.00%	1	1	100.00%
Facility Improvements	Non-Housing Community Development	CDBG:	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	44	0.44%			
Housing Affordability and Rehabilitation	Affordable Housing	CDBG:	Homeowner Housing Added	Household Housing Unit	0	1		1	1	100.00%
Housing Affordability and Rehabilitation	Affordable Housing	CDBG:	Homeowner Housing Rehabilitated	Household Housing Unit	50	14	28.00%	1	1	100.00%
Housing Affordability and Rehabilitation	Affordable Housing	CDBG:	Direct Financial Assistance to Homebuyers	Households Assisted	50	1	2.00%	1	0	0.00%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs	CDBG:	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2880	1676	58.19%	400	807	201.75%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs	CDBG:	Homeowner Housing Rehabilitated	Household Housing Unit	10	6	60.00%			

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

This is the fourth year of the Five-Year Consolidated Plan (ConPlan), the City used CDBG funds to implement projects and programs that addressed the priorities and specific objectives identified in the ConPlan. Below is a breakdown of the 2023-2024 CDBG funded projects as well as the number of people served through each.

**Open Doors- Circles Program**

Clearfield City provided \$9,667.05 to Open Door- to pay for the salaries of employees. The Circle Program at Open Doors aids low-income individuals with job training and job retention skills, as well as assists participants with financial literacy and skills to help individual no longer depend on social services.

- Proposed to serve: 124
- Number of clients served: 75
- Female Head of Household: 13

Individuals Reporting with a Disability	16
Individuals reporting without a Disability	59

**Table 1 - Open Doors- Circle Program**

### **Davis Community Learning Center**

Clearfield City provided \$9,667.05 to Davis Community Learning Center to fund two (2) Family Support Specialists (FFS) at Holt and Wasatch Elementaries. Assistance was provided to connect families with monetary assistance, food assistance, and other resources.

- Proposed to serve: 60
- Number of clients served: 769
- Female Head of Household: 84

Individuals reporting with a Disability	173
Individuals reporting without a disability	596

**Table 2- Davis Community Learning Center**

### **Safe Harbor**

Clearfield City provided \$9,667.05 to Safe Harbor to help fund the needs of Clearfield City citizens that are victims of domestic violence. Safe Harbor offers a safe and secure shelter for up to 30 days, clothing, hygiene needs, food, medication and personal supplies.

- Proposed to serve: 100
- Number of clients served: 38
- Female Head of Household: 33

Individuals reporting with a Disability	12
Individuals reporting without a disability	26

**Table 3 - Safe Harbor**

## CR-10 - Racial and Ethnic composition of families assisted.

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	456
Black or African American	41
Asian	20
American Indian or American Native	22
Native Hawaiian or Other Pacific Islander	38
<b>Total</b>	<b>577</b>
Hispanic	279
Not Hispanic	516

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The table below is a breakdown of the families assisted.

	White	Black or African American	Asian	American Indian or Alaska Native	Native Hawaiian or Other Pacific Islander	American Indian/Alaska Native & White	Black/African American & White	Balance reporting more than one race	Total
<b>DCLC</b>	388	24	18	20	35	55	0	282	<b>769</b>
<b>Open Doors</b>	38	17	2	1	3	6	4	10	<b>75</b>
<b>Safe Harbor</b>	30	0	1	0	0	2	0	5	<b>38</b>

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	193,341	173,709
Other	public - federal	1,800	1,800

Table 3 - Resources Made Available

### Narrative

Resources and investments have been identified and made available during the 2023-2024 program year. The amount of \$175,509.35 has been spent. The remaining balance will need to be reprogrammed into current or future activities.

The following is a breakdown of the total amount allocated to each project.

Agency or Project Name	Allocated	Reimbursed	Balance
Davis Community Learning Center	\$ 9,667.05	\$ 9,667.05	\$ 0.00
Open Doors- Circle Program	\$ 9,667.05	\$ 9,667.05	\$ 0.00
Safe Harbor	\$ 9,667.05	\$ 9,667.05	\$ 0.00
Purchase of a vacant lot	\$ 125,671.65	\$ 107,840.00	\$ 17,831.65
CDBG Administration	\$ 38,668.20	\$ 38,668.20	\$ 0.00
<b>TOTAL</b>	<b>\$ 193,341.00</b>	<b>\$ 175,509.35</b>	<b>\$ 17,831.65</b>

As of August 1, 2024, 90.07% of the total funds have been expended as shown above.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide			N/A

Table 4 – Identify the geographic distribution and location of investments

### Narrative

There are no identified target areas in the ConPlan or FY23 APP. The CDBG program invests heavily in LMI areas throughout the City. The public service sub-recipient's activities are citywide.



## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

CDBG funding has been a crucial piece of leveraging additional resources for city projects and subrecipient activities. City staff are tasked with maximizing resources to meet objectives/goals outlined in its five-year ConPlan. Many times, without these crucial funds, the city would have to forgo projects, delay projects, or limit the scope of the projects. The City utilizes resources with subrecipients as CDBG funds are combined with other Federal, State, and local funds to sustain the operations of these organizations. These vital and valuable partnerships assist individuals, households, and help expand affordable housing opportunities through the community. An example of leveraging resources includes the City working with Have a Heart, that provides labor, materials, etc., at little to no charge to create a new affordable home for an income qualifying household.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>1</b>	<b>0</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City is working with Have a Heart to complete the new home and find a qualifying family.

**Discuss how these outcomes will impact future annual action plans.**

The City will reevaluate the goals in preparation of its 2025-2029 Consolidated Plan.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	580	0
Low-income	299	0
Moderate-income	3	0
<b>Total</b>	<b>882</b>	<b>0</b>

**Table 7 – Number of Households Served**

### **Narrative Information**

The number of persons served include people served through the Davis Community Learning Center (769), Safe Harbor (38), and Open Doors-Circles Program (75) throughout the 2023-2024 program year.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Clearfield City's strategy is to reach out to the region's Continuum of Care, and the Balance of State Continuum of Care, to ensure participation in efforts that identify and assess the needs of homeless persons living in Clearfield City. In addition, Clearfield City is part of the Local Homeless Coordinating Committee (LHCC) which is a regional effort that brings multiple agencies including service providers, government agencies, and faith-based organizations together to discuss how to address homelessness and chronic homelessness. It also helps to ensure programs are not being duplicated; therefore, resources can be used to the greatest extent.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Clearfield City funded the only emergency shelter provider in Davis County. The emergency shelter is Safe Harbor/Davis Citizens' Coalition Against Violence that serves those who are victims of domestic violence and sexual violence. The project allowed Safe Harbor to offer a protective shelter, case management, psycho-educational groups, crisis services, safety planning, outreach services, children's services, food, clothing, and other necessary services designed to assist this vulnerable population.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Clearfield City consulted and coordinated with the Balance of State Continuum of Care, Davis County Local Homeless Coordinating Council, Safe Harbor, Davis Mental Health, County School District and Sheriff's Office, and Davis Community Housing Authority the most during the creation of the 5-Year Consolidated Plan for 2020-2024. These coordination efforts are important to continue to assist homeless persons make the transition to permanent housing and independent living. Clearfield City allocates funding to the Open Doors Circle's program to provide financial literacy courses to low-income individuals to help break the cycle of poverty.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Clearfield City worked with the Davis Community Housing Authority and Safe Harbor which provide resources and assistance to help homeless persons make the transition to permanent housing and independent living. Though Clearfield City continually works with service providers, Clearfield City did not allocate 2022-2023 funding toward this activity exclusively.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

There are currently no public housing facilities located within the City. Public housing for Clearfield City is provided by Davis County Housing Authority (DCHA).

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **Actions taken to provide assistance to troubled PHAs**

Not applicable.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

In 2017, the Clearfield City Council approved and adopted the Clearfield City Downtown Small Area Plan as a part of a long-term strategy for revitalizing the downtown area of Clearfield. This regulatory change paved the way for new construction housing options, commercial space, and office space. The downtown area was rezoned to the Form Based Code zoning designations that will help to reduce, mitigate, and eliminate barriers to housing. The zoning that was implemented along the corridor allows for and encourages the mixing of uses and increases densities along the State Street (SR 126) corridor. In addition, Clearfield City continues to allow for high-density multi-family projects close to transit opportunities, and along major corridors, that include pedestrian and multi-modal components.

Clearfield City previously passed an Accessory Dwelling Unit ordinance to create additional housing options for its residents, has approved Flag Lot development and residential infill development, and is studying the ongoing best and highest use for residential infill.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

Clearfield City partners, support, and fund many public service organizations serving the underserved in the community. Clearfield City CDBG program continues to fund the Davis Community Learning Center which provide resource coordinators at two Title 1 schools, Wasatch, and Holt Elementaries. The resource coordinators connect families in need or in crisis with various resources in the community. The coordinators then follow up with the clients to ensure they receive the services they need. Some of the services include tutoring, after-school programs, tutoring English Language Learners, Sub for Santa collection and distribution of coats, backpacks, school supplies, etc.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Clearfield City has a significant portion of its housing stock that was built prior to 1978. Therefore, lead-based paint hazards continue to be an issue for home renovation projects. Davis Community Housing Authority overseas the lead-based paint requirements/inspections for homes built prior to 1978. According to governing regulations, homes that do not meet lead-based paint criteria are ineligible for assistance.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Clearfield City funded three organizations that help reduce the number of poverty-level families. The first organization is Open Doors. Open Doors provides case management to at-risk and low-income families. The funding provided educational efforts that will help youth, elderly, and low-income

individuals escape poverty and homelessness.

Next, Clearfield City funded the Davis Community Learning Center to provide funding to two volunteer and resource coordinators at two Title 1 schools, Wasatch, and Holt Elementaries. The resource coordinators connect families in need or in crisis with various resources in the community. The coordinators then follow up with the clients to ensure they receive the services they need. Some of the services include tutoring, after-school programs, tutoring English Language Learners, Sub for Santa collection and distribution of coats, backpacks, school supplies, etc.

Clearfield city funded Safe Harbor staff to provide services to those who have left domestic violence and now face poverty. The staff assist those who come into the shelter with life skills and to find stable housing.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

Clearfield City did not have a plan to develop the institutional structure in the 2023-2024 program year.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

To achieve the requirement from HUD, Clearfield City actively participates in organizations that are committed to ending homelessness and providing transitional housing for low to moderate income families. One of the most active organizations Clearfield City works with is the Local Homeless Coordinating Committee ("LHCC"), which consists of entitlement jurisdictions, non-profit organizations including CDBG subrecipients: Open Doors, Davis Community Learning Center, and Safe Harbor.

#### **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Clearfield City continues to work towards the implements identified in the 2020 Analysis of Impediments to Fair Housing Choice (AI).

Conclusions and Action Plan of Analysis of Impediments to Fair Housing Choice are listed below:

##### **Impediment 1: Limited English Proficiency**

Clearfield City continues to provide citizens with consistent Spanish translation services.

##### **Impediment 2: Large populations of minorities, disabled, low-income and other protected classes found in Clearfield.**

Clearfield City continues to look for opportunities to collaborate with other cities and the county on housing, transportation, and employment issues. Through our relationships with Open Doors, Safe



Harbor, and Davis Community Learning Center; Clearfield City provides significant services to minorities, disabled, low-income and other protected classes. Clearfield City will continue to work with these agencies to provide support and resources.

### **Impediment 3: Lack of Accessible and Visitable Housing**

Clearfield City has participated in planning training and gathering information/resources from AARP. Clearfield City will continue to endorse the “visitability” concept in all city-funded rehabilitation projects and promote this concept in the planning and permitting process. Specifically, the city reviews all proposed developments and building plans for construction within the city to ensure compliance with the Americans with Disabilities Act (ADA), and the building inspector ensures that all new required ADA access and development plans are implemented in accordance with the law.

### **Impediment 4: Job-Transit Connections**

Clearfield City continues to implement the transportation goals listed in the City’s Transpiration Plan (2017) to increase bike and walkability of the community. On April 25, 2022, Clearfield City broke ground on the Clearfield Station Development Project (UTA Frontrunner Station). This project will include commercial space, office space, residential units, and community spaces (a park, xeriscape walkways, plaza, and trail connections).

### **Impediment 5: Lack Familiarity with Fair Housing Act**

To gain familiarity with the Fair Housing Act, Clearfield City recently met with a Fair Housing and Equal Opportunity (FHEO) expert to discuss Clearfield City’s policies regarding the fair housing act as it relates to minorities, disabled, low-income, and other protected classes.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The CDBG program is administered within the Legal Department by the CDBG Coordinator for the year 2023-2024. This allows for a more comprehensive review and oversight of the program and helps to ensure long-term compliance with the requirements of the programs involved, including minority business outreach and the comprehensive requirements. Further, this ensures that projects funded with CDBG funds are implemented in conjunction with other comprehensive planning activities. Clearfield City's Legal Department staff works under the direction of the City Attorney who works under the Clearfield City Manager, Mayor and City Council.

Clearfield City works with a HUD representative out of the Denver Regional office who audits Clearfield City and its CDBG program. City staff works directly with CDBG grant sub-recipients to ensure the sub-recipients are aware of all program's policies and regulations. Clearfield City requires that the sub-recipients create a scope of work that outlines their project's accomplishments. This is then included in a signed agreement with Clearfield City. The agreement allows Clearfield City to conduct site inspections, review financial records and other records, and determine matters of compliance and environmental regulations. Clearfield City also conducts internal monitoring control checks as part of the annual budget and annual independent audit.

A HUD representative monitored the Clearfield CDBG program in June 2018 and compiled a report of seven (7) findings that needed to be corrected by the end of October 2019. Those findings have been corrected to the satisfaction of HUD. One of the findings was a lack of sub-recipient on-site monitoring. The CDBG Coordinator conducted on-site monitoring in January 2024.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Prior to the adoption of the Consolidated Plan, Clearfield City informed the public about the plan process, the amount of federal assistance expected from HUD and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income. This information was available in the Clearfield City Customer Service Center. Public notice was given on September 6, 2024. There were no comments, letters, or any other type of public feedback regarding the City's CAPER.

Clearfield City's Citizen Participation Plan provides for and encourages citizen participation. The plan provides citizens with the following: reasonable and timely access to local meetings; an opportunity to

review proposed activities and program performance provides for timely written answers to written complaints and grievances, and identifies how the needs of minorities, no-English speaking residents and person s with disabilities are accommodated.

Citizens were given the opportunity to review the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) in Customer Service from September 6, 2023, to September 24, 2024.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

There were no changes to Clearfield City's program objectives during the 2023-2024 year.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

## CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

**Table 8 – Total Labor Hours**

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

**Table 9 – Qualitative Efforts - Number of Activities by Program**

## **Narrative**

The city did not have any Section 3 qualified projects in 2023-2024.



## STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Braden Felix, Assistant Public Works Director

**MEETING DATE:** September 24, 2024

**SUBJECT:** UDOT Master Agreement and Outside Engineering Agreement for the future UTA Double Track Project along Depot Street from 200 south to 350 South

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### **RECOMMENDED ACTION**

Approve the agreement as presented and reviewed by staff


### **DESCRIPTION / BACKGROUND**

UDOT (in behalf of UTA) will be installing a second set of tracks on the east side of their existing alignment to improve train frequency. The only location that impacts the city's facilities is the short stretch of Depot Street from 200 South to 350 South. To shift the street and utilities over, UDOT will be coordinating that effort with the city according to this master agreement (along with future supplemental agreements) and the outside engineering agreement. The template for those supplemental agreements is included in master agreement attachment. The major takeaways from these agreements are:

- All necessary construction on city-owned facilities or right-of-way acquisition due to this project will be performed by and paid for by UDOT as outlined in future supplemental agreements. (MA Sec. 7 & 8)
- Any work done by the city for the benefit of this project will be reimbursed by UDOT as outlined in future supplemental agreements. (MA Sec 15)
- Any work requested by the city in excess of the existing infrastructure ("betterments") will be paid for by the city. (MA Sec. 9)
- Any work performed by our engineering consultant for this project is subject to reimbursement from UDOT (OEA Sec. 2)

We coordinated the future alignment in the design and reconstruction of 350 South to allow for the shift of Depot Street.

### **CORRESPONDING POLICY PRIORITIES**

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

We will be getting a rebuilt section of Depot Street paid for by the state. we can also take this opportunity to add active transportation striping as outlined in the North Davis ATIP.

#### **HEDGEHOG SCORE**

21

#### **FISCAL IMPACT**

Nothing at this moment. Betterments will be estimated when designed.

#### **ALTERNATIVES**

None

#### **SCHEDULE / TIME CONSTRAINTS**

Construction is slated for 2025

#### **LIST OF ATTACHMENTS**

- UDOT Master Agreement
- UDOT Outside Engineering Agreement



## CLEARFIELD CITY MASTER AGREEMENT

**THIS MASTER AGREEMENT** (the “Agreement”), is made to be effective as of \_\_\_\_\_, 2024, by and between the **Utah Department of Transportation**, an agency of the State of Utah (“UDOT”), and Clearfield City, a political subdivision of the State of Utah, (“Third-Party”). Each may also be referred to as a party (“Party”) and together as parties (“Parties”).

### RECITALS

**WHEREAS**, UDOT is preparing to award a Progressive Design-Build contract for the fixed guideway capital development project identified as Project Number: S-ST99(835) Project Name: FrontRunner 2X Project (“Project”); and

**WHEREAS**, a progressive design-build contractor (“Design-Builder”) will complete the Project design and administer construction for UDOT; and

**WHEREAS**, UDOT has identified one or more Third-Party facilities within the limits of the Project (the “Facility” or “Facilities”), and when conflicts with the Project are present, the Project may necessitate the relocation, protection, or adjustment, including design thereof, of any or all of the Facilities in a manner that is functionally equivalent to the Facilities prior to their relocation (the “Third-Party Work”); and

**WHEREAS**, when the Third-Party or UDOT perform the Third-Party Work, it will be performed under the terms stated in this Agreement; and

**WHEREAS**, for the purpose of expediting any required Third-Party Work and reimbursements in connection therewith (if any), the Parties are entering into this Agreement to set out the general terms and conditions for the Third-Party Work, with the understanding that future Supplemental Agreements to this Agreement will be entered into covering specific requirements for the Third-Party Work at specific Project locations, and a sample form of a Supplemental Agreement is attached hereto at Exhibit A and incorporated herein.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, which the Parties acknowledge to be good and sufficient consideration, the Parties agree as follows:

#### 1. APPLICATION OF AGREEMENT

This Agreement applies to Third Party Work, including Third-Party Work (and any betterment work that UDOT agrees to pursuant to Section 9 below) that: (i) UDOT performs on behalf of the Third-Party; and that (ii) the Third-Party performs. The Parties must implement this Agreement for any such work by executing a Supplemental Agreement, and this Agreement is applicable to all of the Third-Party Work (and

betterment work) described in any Supplemental Agreement. All Supplemental Agreements executed by the Parties are hereby made a part of this Agreement by this reference. For all Supplemental Agreements, this Agreement shall continue to apply to each Supplemental Agreement unless a Party terminates the Supplemental Agreement, in which case only provisions that by their nature are intended to survive shall apply to the terminated Supplemental Agreement (including, but not limited to, the indemnification and audit provisions). If the Parties do not enter any Supplemental Agreements to this Agreement, then this Agreement shall have no effect.

## **2. CONTACT INFORMATION**

UDOT's Project Representative is Garret Jenson, Third-Party Lead, telephone number 385-318-9236, e-mail Garret.Jenson@hdrinc.com .

UDOT's Project Director is Brian Allen, telephone number 385-414-1092, e-mail brianja@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative contact person will be identified in subsequent Project agreements.

Third-Party's contact person is Adam Favero, telephone number 801-525-4413, and e-mail Adam.Favero@clearfieldcity.org.

## **3. AUTHORIZATION FOR DESIGN WORK**

In order to facilitate coordination and obtain technical information about the Facilities and requirements for inclusion in this Agreement, and the Request for Proposals for the Design-Builder, UDOT provided a Design Authorization Letter to the Third-Party on December 20, 2023, which authorizes certain work as stated in the letter.

## **4. SUBSURFACE UTILITY ENGINEERING**

UDOT has performed preliminary Subsurface Utility Engineering ("SUE") within the limits of the Project. Regardless of which Party will perform the Third-Party Work, UDOT will perform additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project, which be reviewed with the Third-Party.

## **5. PROJECT COORDINATION**

During the development of the Project design, the Third-Party and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided. At all times, the Third-Party will cooperate and coordinate with UDOT and its Design-Builder. Cooperation and coordination include, but are not limited to, performing necessary design reviews and inspections of the Third-Party Work as set forth in Section 12. The Third-Party will also work through UDOT's Project Representative to cooperate and coordinate with others (such as UTA and Project consultants) if they have interests that relate to the Facilities.

The Parties acknowledge the importance of completing the Third-Party Work in a manner consistent with the overall schedule for the Project. Accordingly, in connection with each Supplemental Agreement, the Parties shall coordinate, cooperate, and agree upon a schedule for the design, construction, and final completion of the Third-Party Work, as well as any betterment work to be performed by UDOT or the Third Party in conjunction with the Third-Party Work. The schedule shall be determined by UDOT with input from the Third Party.

## 6. THIRD-PARTY GENERAL REQUIREMENTS

UDOT and the Third-Party will comply with the following general requirements in connection with all Third-Party Work. These requirements may be altered in a Supplemental Agreement, and in case of any conflict with the following general requirements, the information stated in a Supplemental Agreement will govern. The Third-Party will require the following from UDOT:

- a. UDOT will provide the following required times for each activity after a UDOT-approved Project design has been provided to the Third-Party unless specified otherwise in a Supplemental Agreement:
  - i. Third-Party design review of UDOT designs: The Third-Party will review and approve design plans (and betterment cost estimates, if applicable), within **2 weeks** from the time UDOT delivers the design plans to the Third-Party.
  - ii. Supplemental Agreement review and signature routing by the Third-Party: **4-6 weeks**. The same time will be provided for each revision to a Supplemental Agreement.
- b. The Third-Party cannot have sewer facilities out of service. Waterlines may only be temporarily out of service for a maximum of 8 hours and must be approved by the Third-Party.
- c. When UDOT performs Third-Party Work, UDOT will supply as-built plans, in a format specified by the Third-Party, at a reasonable time after UDOT's completion of the Project.

## 7. GENERAL REQUIREMENTS

The following is required for design and construction:

- a. Third-Party Work will be functionally equivalent to the Facilities prior to their relocation.
- b. UDOT will schedule and meet with the Third-Party to review the design and scheduling of the Third-Party Work at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.
- c. Unless otherwise agreed in a Supplemental Agreement, the Party responsible for the construction will secure permits required for said Work.
- d. UDOT is performing Third-Party Work. UDOT will notify the Third-Party at least **2 business days** in advance of UDOT beginning work on any Third-Party Work covered by a Supplemental Agreement hereto, to allow the Third-Party time to schedule an inspector to be present during the Third-Party Work. For each Supplemental Agreement, after this initial notification, subsequent notification of when and where

Third-Party Work will be performed will be given on a day-to-day basis. The Third-Party Work will be designed in accordance with Third-Party's current standards, which are dated April 23, 2024, which are the standards that are regularly followed by the Third-Party in its own work and not considered a betterment. The Third-Party agrees that UDOT will rely on such standards for the duration of the Project, whether any Third-Party Work is designed by UDOT or by the Third-Party. In the event of a conflict between UDOT and Third-Party standards, the higher standard will be applied when it is consistent with applicable federal requirements.

**8. RIGHT-OF-WAY**

The Third-Party Work will include any replacement easements or other rights to use land that are required to be obtained for the Third-Party Work. UDOT will perform all such work to obtain easements or other rights that must be obtained in compliance with applicable law.

If UDOT must access the Third-Party's property, rights, or interests to perform Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party hereby consents to all such access. If the Third-Party must access the property, rights, or interests of UDOT, Union Pacific Railroad, or the Utah Transit Authority to perform any Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party will apply for a permit from the relevant entity.

**9. BETTERMENT WORK**

Betterment work is work in connection with Third-Party Work that exceeds what is necessary in order for UDOT to relocate, protect in place, or adjust any Facilities in a manner that is functionally equivalent to what existed prior to UDOT's Project. If the Third-Party desires to include betterment work in the Project at any specific location, UDOT, in its sole discretion, may agree to the betterment work if: (i) the difference in costs between the functionally equivalent required Third-Party Work and the Third-Party's desired betterment work that is not required by the Project is the sole cost of the Third-Party; (ii) the betterment work can be accommodated without delaying UDOT's Project; and (iii) the Parties provide for the betterment work in a Supplemental Agreement or in a separate Betterment Agreement (which, among other things, will state who is to perform the betterment work). If the Parties enter a separate Betterment Agreement, the Parties agree that the terms of this Agreement shall also apply when not in direct conflict with the Betterment Agreement. UDOT may terminate betterment work that is included in a Supplemental Agreement, and may terminate a separate Betterment Agreement, if the Third-Party does not make payment as required, and at UDOT's convenience, such as if Project needs change. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work.

**10. SUPPLEMENTAL AGREEMENTS**

If Third-Party Work is required by the Project, the Parties will implement this Agreement for each location by entering a Supplemental Agreement to identify each Party's responsibilities. Third-Party Work does not include betterments, but if UDOT agrees to

perform any betterment work, or if UDOT agrees that the Third-Party can perform betterment work as part of a Third-Party performance, then a Supplemental Agreement (or a separate Betterment Agreement) will also provide for the betterment work and identify each Party's responsibilities. Each Supplemental Agreement will also include a description and location of the Third-Party Work to be performed, design drawings showing the original and proposed locations of the Facilities, Third-Party Work schedules, cost estimates from all Parties that are participating in a share of the costs, participation shares for UDOT and the Third-Party if there are any (as further provided in Section 15), and any other terms specific to the Third-Party Work. Cost estimates included in Supplemental Agreements do not account for increases due to unknown and unforeseen hardships or other contingencies in accomplishing the Third-Party Work and are subject to change.

**All Supplemental Agreements are subject to the terms of this Agreement. A Supplemental Agreement may only change a provision of this Agreement if it expressly cites such provision and states the change. Such changes to this Agreement, when expressly stated in a Supplemental Agreement, apply to that Supplemental Agreement only.**

In the event there are changes in the scope of the Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the scope changes. UDOT may terminate Supplemental Agreements at UDOT's convenience, such as if Project needs change, upon giving reasonable notice to the Third-Party.

#### **11. THIRD-PARTY TO NOTIFY UDOT**

The Third-Party's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site in order to verify that the Third-Party has inspected the Third-Party Work. Third-Party's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

#### **12. THIRD-PARTY INSPECTION**

If UDOT performs the Third-Party Work pursuant to a duly executed Supplemental Agreement, the Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative to support the Third-Party's obligations under this Agreement (including, but not limited to design review, schedule coordination, and to perform the necessary inspection on the Facilities installed by UDOT), in order to correct or clarify issues while the Third-Party Work is being performed.

- a. The Third-Party engineer and/or inspector shall work with and through UDOT's Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so by UDOT's Field Representative. UDOT will accomplish the Third-Party Work covered by a Supplemental Agreement in accordance with the plans and specifications provided and approved by UDOT and the Third-Party in the Supplemental Agreement.

- b. The Third-Party shall immediately notify UDOT's Field Representative of any deficiencies in the Third-Party Work. The Third-Party shall follow up with written detail to UDOT's Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to Third-Party's concerns within 24-hours of written notification.
- d. The Third-Party, through its inspection of the Third-Party Work, will provide UDOT's Field Representative with information addressing any problems or concerns the Third-Party may have with acceptance of the Third-Party Work.

### **13. UDOT INSPECTION**

If the Third-Party performs the Third-Party Work pursuant to a duly executed Supplemental Agreement, UDOT shall perform the necessary inspection on the Facilities installed by the Third-Party within UDOT's or UTA's right-of-way, in order to correct or clarify issues while the Third-Party Work is being performed.

- a. UDOT shall work with and through the Third-Party's contact person identified in Section 2. The Third Party shall work with and through UDOT's Field Representative and will not work directly with UDOT's Design-Builder unless authorized in writing to do so by UDOT's Field Representative. The Third-Party will accomplish the Third-Party Work covered by a Supplemental Agreement in accordance with the plans and specifications provided and approved by UDOT and the Third-Party in the Supplemental Agreement, including changes or additions to the plans which are subsequently made a part of a Supplemental Agreement.
- b. UDOT shall immediately notify the Third-Party's contact person identified in Section 2 of any deficiencies in the Third-Party Work within UDOT's or UTA's right-of-way. UDOT shall follow up with written detail to the Third-Party's contact person of its findings within 24-hours of making its initial notification.
- c. The Third-Party will respond to UDOT's concerns within 24-hours of written notification.
- d. UDOT, through its inspection of the Third-Party Work within UDOT's or UTA's right-of-way, will provide the Third-Party's contact person identified in Section 2 with information covering any problems or concerns UDOT may have with acceptance of the Third-Party Work.

### **14. DAILY RECORDKEEPING**

UDOT and the Third-Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or an authorized designee and by the Third-Party or its authorized designee. Copies of the daily records shall be retained by the Parties to this Agreement.

### **15. REIMBURSEMENT**

Except when specified otherwise by law or contract, UDOT will reimburse the Third-Party for 100% of the actual, allowable and reasonable costs that are agreed to in a

Supplemental Agreement when incurred by the Third-Party in connection with the Supplemental Agreement for design, design review, observation, inspection, construction of the functionally equivalent relocated Facilities, or any other Facility-related cost approved by UDOT in the Supplemental Agreement that is necessary to accommodate the Project (except not attorney, audit, or similar fees).

Should it become necessary for the Third-Party to use outside consultants or contractors to perform design, design review, observation, construction, or inspection to accommodate the Third-Party Work and Project schedule, the Third-Party shall notify UDOT. Upon concurrence by UDOT, the Parties then must execute a Supplemental Agreement to agree to the cost of the services; after execution, and after receiving a notice to proceed from UDOT, the Third-Party may procure outside services through applicable procurement requirements.

#### 16. **SUBMITTAL OF ITEMIZED BILLS**

The Third-Party shall submit itemized bills covering the actual costs incurred, whether with Third-Party resources or for outside services, to perform design, design review, construction, oversight, or inspection work that is covered by the terms of a Supplemental Agreement, and shall submit bills to:

UDOT Contracts and Compliance Specialist  
[constructionpayments@utah.gov](mailto:constructionpayments@utah.gov)  
or hard copy mailed to  
4501 South 2700 West  
Construction Office, Box 148220  
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Supplemental Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, and shall be submitted to UDOT within **60 days** following completion of services by the Third-Party on the Project. Otherwise, previous payments to the Third-Party will be considered final, except as agreed to between the Parties in writing in advance, and the submitted cost will be disallowed.

UDOT will reimburse the Third-Party within **60 days** after receipt of the billings, but only for those actual, allowable, and reasonable costs fully complying with this Agreement and applicable law.

#### 17. **FEDERAL REQUIREMENTS**

The Third-Party agrees to include the clauses in this in Section 17 in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor that will be subject to the provisions.

a. 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This Section 17(a) applies when the Project makes use of federal funds and to the extent that the Third-Party Work relates to any agreement with UDOT that is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Third-Party shall at all times comply with the Telecommunications Laws. The Third-Party hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Third-Party and UDOT, the Third-Party hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Third-Party shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Third-Party or its associates is not in compliance with the Telecommunications Laws, the Third-Party agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

b. Buy America and Build America/Buy America Requirements

Flow down Requirements: The Buy America requirements flow down to first tier subcontractors, which are responsible for ensuring that lower tier subcontractors are in compliance.

Buy America - The Third-Party agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661 and the Build America, Buy America Act (Public Law 117-58) and its implementing regulations at 2 C.F.R. Part 184, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a temporary or general waiver. General waivers are listed in 49 C.F.R. § 661.7. Temporary waivers have been issued under 87 FR 64534 and 88 FR 55817.

The Third-Party must submit to UDOT the appropriate Buy America certifications, as included in Exhibit B.

c. Program Fraud and False or Fraudulent Statements or Related Acts

Flow Down - This Program Fraud and False or Fraudulent Statements or Related Acts clause extends to Third-Party and its contracts and subcontracts at every tier. These requirements flow down to contractors and subcontractors that make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts - The Third-Party acknowledges that the provisions of the Program Fraud Civil Remedies Act



of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Third-Party certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Third-Party Work is being performed. In addition to other penalties that may be applicable, the Third-Party further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Third-Party to the extent the federal government deems appropriate.

The Third-Party also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Third-Party, to the extent the federal government deems appropriate.

**18. SALVAGED MATERIALS**

All materials from Third-Party's existing Facilities which are recovered by UDOT while performing the Third-Party Work and which are not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

**19. AUDIT**

The Third-Party shall keep detailed and complete records verifying all costs for which the Third-Party seeks reimbursement pursuant to this Agreement and supporting the Third-Party's billings. Upon completion of the Third-Party Work, UDOT and the Third-Party shall reconcile the payments made to the Third-Party under this Agreement. For a period of three (3) years following completion of the Third-Party Work, each Party agrees to make any payment adjustment required as the result of the reconciliation performed.

UDOT, the Federal Transit Administration, the State of Utah, and any other government entity or agency with jurisdiction shall have the right, upon reasonable notice, to audit all cost records and accounts of the Third-Party pertaining to the Third-Party Work for the purpose of verifying the costs for which the Third-Party seeks reimbursement. The Third Party shall cooperate with UDOT or FTA to provide access to the records and accounts. Should this audit disclose that the Third-Party has been underpaid, the Third-Party will be reimbursed by UDOT after submission of an additional billing to cover the underpayment. Should this audit disclose that the Third-Party has been overpaid, the Third-Party will reimburse UDOT in the amount of the overpayment. The Third-Party is required to maintain cost records regarding the Third-Party Work for which the Third-Party seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UDOT.

**20. ACCEPTANCE AND MAINTENANCE**

UDOT will provide notification to the Third-Party to obtain final acceptance for any Third-Party Work upon completion of the final inspection for such work, and the notice will identify the portions of the Facilities that are subject to final acceptance. Upon receipt of any notice, the Third-Party will have **60 days** to respond in writing to UDOT's Resident Engineer with any additional comments regarding the identified Third-Party Work. After 60 days, the Third-Party is deemed to have accepted the identified Third-Party Work unless the Parties agree otherwise in writing. Upon UDOT's completion of any Third-Party Work identified in a notice, the Third-Party will solely own and maintain such Facilities unless otherwise agreed to by the Parties in writing.

Acceptance means that except as otherwise agreed in a writing signed by authorized representatives of both Parties, the Third-Party accepts the Third-Party Work "as-is," without conditions or reservations, and the Third-Party waives and releases all claims against UDOT and its commissioners, employees, agents, contractors, and consultants for any and all losses of every kind (including, but not limited to, claims, liabilities, liens, and damages), whether known or unknown, and whether or not involving negligence. This includes, but is not limited to, releasing UDOT from any responsibility or liability that may result from the Third-Party's new Facilities or the operation thereof. However, the foregoing release shall not apply to matters that are covered by a warranty provided by a contractor or the Design-Builder to the extent necessary to enforce such warranty (the intent of this sentence is to provide for all contractor warranties applying as written to obligate the contractor or the Design-Builder to remedy the warranted work).

**21. ACCESS**

Access for maintenance and servicing of the Facilities located on UDOT's or UTA's right-of-way will be allowed only by permit issued by UDOT and/or UTA to the Third-Party, and the Third-Party will obtain the permit and abide by the conditions thereof (for policing and other controls) in conformance with Utah Administrative Code R930-7, as applicable, and other applicable law.

**22. INDEMNIFICATION**

Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits, and costs, but not attorneys' fees, for injury or damage of any kind, arising out of its own negligent acts, errors, or omissions and those of its officers, authorized agents, and employees in the performance of this Agreement (which includes any Supplemental Agreements), but subject to the following limitations. UDOT is a governmental entity that is subject to the Utah Governmental Immunity Act, and if the Third Party is also a governmental entity within the coverage of that Act, the Third Party is also subject to that Act. Nothing in this paragraph is intended to create additional rights to third parties, or to waive any of the provisions of the Governmental Immunity Act, or to prevent a Party from tendering a claim to its authorized agents, contractors, or others. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided a Party is a governmental entity that is within the coverage of that

Act and the Act applies to the action, error, or omission giving rise to the protections described in this paragraph. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

## 23. MISCELLANEOUS

The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical addresses (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To Third-Party:
UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Brian Allen	Clearfield City Attn: City Recorder 55 South State Street Clearfield UT, 84015 Attention: Adam Favero

- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.
- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving.
- e. Neither Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void.
- f. This Agreement does not create any agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

- g. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.
- h. Time is of the essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the Parties, whether or not any provision of this Agreement is invalidated. All Parties negotiated this Agreement and are collectively considered its drafter.
- i. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it.
- j. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the Parties. The indemnity provision herein and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority.
- k. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This Agreement (which includes any Supplemental Agreements and amendments executed by the Parties) is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter.
- k. Each Party warrants that its authorized representative has signed this Agreement with authority to bind such Party, which also binds its successors and assigns. Each Party further warrants that all signatures necessary to make this Agreement binding against the Party have been included below, and that this Agreement's terms do not violate other contracts and commitments of the Party.
- L. This Agreement may be signed in counterparts and signed electronically.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

<b>ATTEST:</b>	<b>Clearfield City</b>
_____	_____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
(IMPRESS SEAL)	
.....	

<b>Recommended For Approval:</b>	<b>Utah Department of Transportation</b>
_____	_____
<b>Title:</b> _____	<b>Title:</b> Project Director
<b>Date:</b> _____	<b>Date:</b> _____

Form Approval Date by UDOT Assistant Attorney General: November, 2023	Comptroller Office
	_____
	<b>Title:</b> Contract Administrator
	<b>Date:</b> _____

**EXHIBIT A  
TO MASTER AGREEMENT**

**SUPPLEMENTAL AGREEMENT FORMAT**

**THIRD-PARTY  
SUPPLEMENTAL AGREEMENT NO. \_\_\_\_**

**Supplement to UDOT Finance No. \_\_\_\_\_**

**THIS SUPPLEMENTAL AGREEMENT** ("Supplemental Agreement") is made by and between the **Utah Department of Transportation**, ("UDOT"), and **Third-Party**, a **Registered Corporation** of the State of \_\_\_\_, ("**Third-Party**"). Each may be referred to herein as party ("Party") and together as parties ("Parties").

**AGREEMENT**

The Parties acknowledge that they have received good and sufficient consideration for this Supplemental Agreement, and they agree as follows:

1. Implementation of MA. The Parties hereto entered into a Master Agreement dated \_\_\_\_\_, UDOT Finance No. \_\_\_\_\_ (the "MA"). This Supplemental Agreement is hereby made a part of the MA and it implements the MA for the Third-Party Work described herein. The MA's terms remain in full force and effect and govern this Supplemental Agreement. If there is a conflict between the MA and this Supplemental Agreement, the MA will control except as provided in Section 6, and except when, in accordance with Section 10 of the MA, this Supplemental Agreement expressly cites a provision of the MA and states a change to it in Section 4 below. Among other things, the capitalized defined terms in the MA apply to this Supplemental Agreement as well. This Supplemental Agreement applies only to the Third-Party work described herein, which can be generally described as:  
  
\_\_\_\_\_.

2. Performance of Third-Party Work for this Supplemental Agreement. **[The Third-Party]** **[UDOT's contractor]** will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement:
  - a. Plans. The plan sheets depicting the Third-Party Work are shown in Exhibit "**A**" and incorporated herein by this reference.
  - b. Specifications. The special provisions for this Third-Party Work are as follows:

c. Schedule. This Third-Party Work will be completed between x and x. A schedule for this Third-Party work is shown in Exhibit "B" and incorporated herein by this reference.

d. Betterments. [No betterments are part of this Third-Party Work.] [The Third Party desires to include a betterment as part of this Third-Party Work at the Third Party's sole expense, and the betterment is described as follows: \_\_\_\_\_. The scope, schedule and budget relevant to the betterment is included as a part of Exhibit A attached hereto and incorporated herein. That exhibit specifies which Party will perform the betterment work, and the terms of the MA and this Supplemental Agreement apply to the betterment work if it is performed by UDOT's contractor.]

e. As-Built Survey Responsibility. If the Third Party is performing any work (whether this Third-Party Work or betterment work), and if the Design-Builder is responsible to collect data to complete an as-built survey for this Third-Party Work on behalf of the Third Party, it is the Third-Party's responsibility to notify the Design-Builder at least 48 hours in advance of the time when the Third Party begins the Third-Party Work in order for the Design-Builder's surveyor to be present. Should the proper notification and coordination not occur, and if the Third-Party Work is performed without the Design-Builder's surveyor present to collect the as-built data, UDOT may hire a Subsurface Utility Engineer (SUE) consultant to locate the facilities at the Third-Party's expense.

f. UDOT will notify the Third-Party's contact person, Name, telephone number (801) xxx-xxxx, and e-mail xxx@ at least 2 business days in advance of beginning and completing its portion of the Third-Party Work covered herein.

g. Third-Party will notify UDOT's Resident Engineer, XXXXXX, telephone number (xxx) xxx-xxxx, and e-mail xxxxxx@utah.gov, or their designated representative, as assigned at least 2 business days in advance of beginning and completing its portion of the Third-Party Work covered herein.

3. Estimated Cost. Total estimated cost of this Third-Party Work is shown in Exhibit "C" and incorporated herein by this reference, and is summarized as follows:

<b>TOTAL ESTIMATED COST OF THIS SUPPLEMENTAL AGREEMENT</b>	<b>\$0.00</b>
<b>THIRD PARTY WORK</b>	

**BREAKDOWN:**

TOTAL ESTIMATED COST OF THIRD-PARTY-PERFORMED THIRD-PARTY WORK	\$0.00
--	--------

TOTAL ESTIMATED COST OF UDOT-PERFORMED THIRD-PARTY WORK	\$0.00
---	--------

<b>COMBINED TOTAL ESTIMATED COST OF THIRD-PARTY WORK</b>	<b>\$0.00</b>
--	---------------

TOTAL ESTIMATED AMOUNT OF THIRD-PARTY PARTICIPATION @ [TBD]%	\$0.00
--	--------

TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ [TBD]%	\$0.00
---	--------

TOTAL ESTIMATED COST OF THIRD-PARTY BETTERMENT WORK	\$0.00
---	--------

4. Changes to MA. There are no changes to the MA except when, in accordance with Section 10 of the MA, this Section 4 lists below an expressly cited provision of the MA (in other words, it lists the section number in the MA and types in the affected text below), and this Section 4 then also states a change to that specific text from the MA.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplemental Agreement to the MA to be executed by their duly authorized representatives as of the day and year of the last Party signing below.

Third-Party

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

.....

**Recommended For Approval:**

**Utah Department of Transportation**

\_\_\_\_\_  
**Title:** Statewide Utility Leader

\_\_\_\_\_  
**Title:** Project Director

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comptroller's Office**

\_\_\_\_\_



Project No.: S-ST99 (835)  
Project Name: FrontRunner 2X  
Clearfield City  
Charge ID No. 74234    PIN 20253

**Title:**    Contract Administrator

**Date:**    \_\_\_\_\_

**ATTACH EXHIBITS A, B AND C TO THIS SUPPLEMENTAL AGREEMENT**

**EXHIBIT B**  
**TO MASTER AGREEMENT**  
**BUY AMERICA CERTIFICATIONS**

***In accordance with 49 U.S.C. § 5323(j) and 49 C.F.R. § 661.6, and the Build America, Buy America Act (Pub. L. 117-58) and its implementing regulations at 2 C.F.R. Part 184, for the procurement of steel, iron, manufactured products or construction materials, use the certifications below.***

*Certificate of Compliance with Buy America Requirements*

The Third-Party, or any of its lower-tier bidders or offerors, hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1); the applicable regulations in 49 C.F.R. Part 661; and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-17) and its implementing regulations at 2 C.F.R. Part 184.

Date: \_\_\_\_\_

1. Signature:
2. Company:
3. Name:
4. Title:

*Certificate of Non-Compliance with Buy America Requirements*

The Third-Party, or any of its lower-tier bidders or offerors, hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. § 5323(j)(2), as amended; the applicable regulations in 49 C.F.R. § 661.7; and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-17) and its implementing regulations at 2 C.F.R. Part 184.

Date: \_\_\_\_\_

5. Signature:
6. Company:
7. Name:

8. Title:

# CLEARFIELD CITY RESOLUTION 2024R-17

**A RESOLUTION AUTHORIZING AND APPROVING A MASTER AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) TO DESIGN AND BUILD THE FRONTRUNNER DOUBLE TRACK PROJECT THROUGH CLEARFIELD CITY ALONG DEPOT STREET FROM 200 SOUTH TO 350 SOUTH.**

**WHEREAS**, UDOT is preparing to award a Progressive Design-Build contract for the fixed guideway capital development project identified as Project Number: S-ST99(835) Project Name: FrontRunner 2X Project (“Project”); and

**WHEREAS**, a progressive design-build contractor (“Design-Builder”) will complete the Project design and administer construction for UDOT; and

**WHEREAS**, UDOT has identified one or more Third-Party facilities within the limits of the Project (the “Facility” or “Facilities”), and when conflicts with the Project are present, the Project may necessitate the relocation, protection, or adjustment, including design thereof, of any or all of the Facilities in a manner that is functionally equivalent to the Facilities prior to their relocation (the “Third-Party Work”); and

**WHEREAS**, when the Third-Party or UDOT perform the Third-Party Work, it will be performed under the terms stated in this Agreement; and

**WHEREAS**, for the purpose of expediting any required Third-Party Work and reimbursements in connection therewith (if any), the Parties are entering into this Agreement to set out the general terms and conditions for the Third-Party Work, with the understanding that future Supplemental Agreements to this Agreement will be entered into covering specific requirements for the Third-Party Work at specific Project locations, and a sample form of a Supplemental Agreement is attached hereto at Exhibit A and incorporated herein.

**NOW THEREFORE**, be it resolved by the Clearfield City Council that the attached Master Agreement between Clearfield City and the Utah Department of Transportation to design and build the FrontRunner Double Track Project along Depot Street from 200 South to 350 South, Clearfield, Utah is approved and the mayor is authorized to execute the agreement.

DATED this 24<sup>th</sup> day of September, 2024.

CLEARFIELD CITY CORPORATION

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Mark R. Shepherd, Mayor

ATTEST:

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

## OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT

**THIS OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT**, made and entered into by and between the Utah Department of Transportation, ("UDOT") and Clearfield City, ("City"). Each as party, ("Party") and together as parties, ("Parties").

### RECITALS

**Whereas**, UDOT is preparing to award a Progressive Design-Build contract for the fixed guideway capital development project identified as Project Number: S-ST99(835) Project Name: FrontRunner 2X Project ("Project"); and

**WHEREAS**, a progressive design-build contractor ("Design-Builder") will complete the Project design and administer construction for UDOT; and

**Whereas**, UDOT has identified City utility facilities ("Facility or Facilities") within the limits of the Project which may necessitate relocation, protection, or adjustment of the Facilities ("Work"); and

**Whereas**, the City desires to hire a consultant to perform engineering, coordination, review, and inspection of the Utility Work on behalf of the City ("Outside Engineering Services"); and

**Whereas**, UDOT will allow the City to hire Outside Engineering Services upon the terms and conditions of this agreement.

This Agreement is made to set out the terms and conditions for Outside Engineering Services that will be performed.

### AGREEMENT

Now therefore, the Parties agree as follows:

1. The City will hire Outside Engineering Services for the Utility Work.
2. UDOT will reimburse the City for the actual cost incurred for Outside Engineering Services. The estimated cost of Outside Engineering Services is attached as Exhibit "A" that is incorporated by reference. This is an estimate only. Total payment to the City by UDOT is based on the actual costs incurred as determined after completion of the Utility Work.

Total Estimated Cost for Outside Engineering Services - \$ \_\_\_\_\_

3. In the event there are changes in the scope of the Outside Engineering Services covered by this Agreement, a modification to this Agreement in writing by the Parties is required prior to the start of Outside Engineering Services on the changes and additions.
4. The City shall submit itemized bills covering its actual costs incurred for Outside Engineering Services to:

UDOT Contracts and Compliance Specialist

[Constructionpayments@utah.gov](mailto:Constructionpayments@utah.gov)

Or hard copy mailed to

4501 South 2700 West

Construction Office, Box 148220

Salt Lake City, UT 84114-8220

Itemized bills shall bear the Project and Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in this Agreement, and be submitted to UDOT within **6 months** following completion of Outside Engineering Services for the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of Outside Engineering Services will result in UDOT's disallowance of that portion of Outside Engineering Services performed by the City.

5. UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of Outside Engineering Services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.
6. All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.
7. MISCELLANEOUS
  - a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
  - b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.

- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.





**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers.

**ATTEST:**

**Clearfield City**

\_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(IMPRESS SEAL)

.....

**Recommended for Approval:**

**Utah Department of Transportation**

\_\_\_\_\_

\_\_\_\_\_

**Title:**

**Title:** Project Director

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Comptroller Office

\_\_\_\_\_

**Title:** Contract Administrator

**Date:** \_\_\_\_\_



## **Exhibit A**

### **Outside Engineering Services Cost Estimate**

(cost shown here should be limited to coordination, review, inspection per the definition of Outside Engineering Services above.)

# CLEARFIELD CITY RESOLUTION 2024R-18

**A RESOLUTION AUTHORIZING AND APPROVING AN OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) TO REIMBURSE THE CITY FOR COSTS INCURRED TO HIRE OUTSIDE ENGINEERING SERVICES FOR THE UTILITY WORK FOR THE FRONTRUNNER DOUBLE TRACK PROJECT THROUGH CLEARFIELD CITY ALONG DEPOT STREET FROM 200 SOUTH TO 350 SOUTH.**

**WHEREAS**, UDOT is preparing to award a Progressive Design-Build contract for the fixed guideway capital development project identified as Project Number: S-ST99(835) Project Name: FrontRunner 2X Project (“Project”); and

**WHEREAS**, a progressive design-build contractor (“Design-Builder”) will complete the Project design and administer construction for UDOT; and

**WHEREAS**, UDOT has identified City utility facilities (“Facility or Facilities”) within the limits of the Project which may necessitate relocation, protection, or adjustment of the Facilities (“Work”); and

**WHEREAS**, the City desires to hire a consultant to perform engineering coordination, review, and inspection of the Utility Work on behalf of the City (“Outside Engineering Services”); and

**WHEREAS**, UDOT will allow the City to hire Outside Engineering Services upon the terms and conditions of this agreement.

**NOW THEREFORE**, be it resolved by the Clearfield City Council that the attached Outside Engineering Services Reimbursement Agreement between Clearfield City and the Utah Department of Transportation to reimburse the City for costs incurred to hire outside engineering services for the utility work for the FrontRunner Double Track Project along Depot Street from 200 South to 350 South, Clearfield, Utah is approved and the mayor is authorized to execute the agreement.

DATED this 24<sup>th</sup> day of September, 2024.

CLEARFIELD CITY CORPORATION

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Mark R. Shepherd, Mayor

ATTEST:

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



## STAFF REPORT

**TO:** Mayor Shepherd and City Council Members

**FROM:** Eric Howes, Community Services Director

**MEETING DATE:** September 24, 2024

**SUBJECT:** Award of bid for the concrete flatwork portion of the Fisher Park Skate Park Upgrade Project.

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### **RECOMMENDED ACTION**

Award the bid for the concrete flatwork portion of the Fisher Park Skate Park Upgrade Project to Life is Good Investments


### **DESCRIPTION / BACKGROUND**

The skate park upgrade project is a PARAT Tax funded project with a budget of \$200,000. Jones & Associates has designed the concrete flat work and Omega Ramps has provided the precast concrete ramps for the project. The budget for the project allocated \$100k for the purchase of the ramps and the other \$100k for the concrete flat work. The ramps have been ordered and received and are currently being stored on city property.

In June of this year the original bid for the concrete flat work was released. The bids were opened on June 18<sup>th</sup> and two bids were received for the work with a low bid of \$232,924.29. The engineers' estimate at that time was \$164,578.25. The high bid exceeded \$375k. Since the bids exceeded the available budget by such a large amount, staff rejected all bids and worked to find ways to reduce the cost of the project. Staff worked with Jones & Associates to clarify the plans and held a mandatory pre-bid meeting to ensure a complete understanding of the scope of the project.

The bid was released a second time in August with a bid opening on August 22nd. Only two bids were received despite having seven contractors represented at the mandatory pre-bid meeting. The low bidder was Life is Good Investments with a low bid of \$264,531.23. This represented an increase of \$31,606.94 in the low bid from the first attempt.

In a work session with the council on September 10, 2024 options for funding this project were discussed. Council indicated an interest in moving forward with the project. Staff recommended utilizing \$90,950 currently allocated for the project from the PARAT Tax funds, reallocating funds remaining from the Bicentennial Park lighting project (\$90,000), and remaining unallocated PARAT Tax funds (\$98,156). This reallocation of funds would provide a total project



budget of \$279,106.00. This option provides the resources necessary to fund the bid for the flat work with a not to exceed amount of \$264,578.25 and provides a contingency of \$14,574.77. Staff is currently working with Life is Good Investments to identify value engineering options to reduce the overall cost of the project as much as possible.

#### **CORRESPONDING POLICY PRIORITIES**

- Improving Clearfield's Image, Livability, and Economy

Improving the skate park and making it more usable for beginner skaters will create a much better user experience for all abilities.

#### **HEDGEHOG SCORE**

None

#### **FISCAL IMPACT**

Current Project Funding: \$90,950.00 Bicentennial Park Lighting excess: \$90,000.00 Unallocated PARAT TAX: \$98,156.00 TOTAL \$279,106.00

#### **ALTERNATIVES**

Not fund the project.

#### **SCHEDULE / TIME CONSTRAINTS**

The onset of winter would present the only time constraints. The sooner we are able to begin the project, the less likely we would be to be impacted by weather.

#### **LIST OF ATTACHMENTS**

- Bid Tabulation Sheet 8/22

# BID TABULATION

## Fisher Park Skate Park Expansion

Bid Opening: August 22, 2024 | 2:00 pm | Via Zoom

Item	Description	Qty	Unit	Life is Good Investments		Stapp Construction	
				Unit Price	Total	Unit Price	Total
1	Mobilization	1	ls	\$ 9,890.00	\$ 9,890.00	\$ 25,595.00	\$ 25,595.00
2	UPDES Storm Water Compliance	1	ls	\$ 8,360.00	\$ 8,360.00	\$ 9,695.00	\$ 9,695.00
3	Untreated Base Course (Mini Ramp 123 ton, Street Course 142 ton, Pump Track 6 ton)	271	ton	\$ 95.94	\$ 25,999.74	\$ 92.00	\$ 24,932.00
4	Remove existing fence	190	lf	\$ 7.90	\$ 1,501.00	\$ 12.50	\$ 2,375.00
5	Remove tree	1	ea	\$ 400.00	\$ 400.00	\$ 1,205.00	\$ 1,205.00
6	Clear and grub project area	6,260	sf	\$ 1.75	\$ 10,955.00	\$ 1.10	\$ 6,886.00
7	Repair and replace sod	2,200	sf	\$ 5.29	\$ 11,638.00	\$ 3.00	\$ 6,600.00
8	Full depth core drilled holes	3	ea	\$ 266.00	\$ 798.00	\$ 436.00	\$ 1,308.00
<i>Mini Ramp - Phase 1</i>							
9	Concrete support wall with footing (4'-3" high)	41	lf	\$ 292.69	\$ 12,000.29	\$ 313.00	\$ 12,833.00
10	Concrete support wall with footing (5'-3" high)	41	lf	\$ 241.47	\$ 9,900.27	\$ 330.00	\$ 13,530.00
11	Concrete support wall with footing (4'-11.5" high)	83	lf	\$ 139.16	\$ 11,550.28	\$ 324.00	\$ 26,892.00
12	6" Concrete ramp pad with thickened edge	911	sf	\$ 16.47	\$ 15,004.17	\$ 14.50	\$ 13,209.50
13	Concrete support wall (3'-1" high)	15	lf	\$ 216.67	\$ 3,250.05	\$ 201.00	\$ 3,015.00
<i>Mini Ramp - Phase 2</i>							
14	Import Trench Backfill	33	ton	\$ 101.82	\$ 3,360.06	\$ 75.00	\$ 2,475.00
15	6" Concrete ramp landings with thickened edge	567	sf	\$ 23.81	\$ 13,500.27	\$ 16.00	\$ 9,072.00
16	6" Concrete flatwork	1,309	sf	\$ 13.00	\$ 17,017.00	\$ 9.80	\$ 12,828.20
17	Concrete block ramp	1	ea	\$ 10,720.00	\$ 10,720.00	\$ 1,550.00	\$ 1,550.00
18	Concrete pavers	428	sf	\$ 42.00	\$ 17,976.00	\$ 49.00	\$ 20,972.00

				Life is Good Investments		Stapp Construction	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
Street Course - Phase 1							
19	Concrete support wall (3'-5" high)	114	cf	\$ 185.26	\$ 21,119.64	\$ 108.00	\$ 12,312.00
20	6" Concrete ramp pad with thickened edge	89	sf	\$ 38.21	\$ 3,400.69	\$ 40.00	\$ 3,560.00
Street Course - Phase 2							
21	6" Concrete flatwork with thickened edge	970	sf	\$ 13.00	\$ 12,610.00	\$ 13.00	\$ 12,610.00
22	Concrete ramp	168	cf	\$ 58.34	\$ 9,801.12	\$ 34.00	\$ 5,712.00
23	3"-6" Concrete flatwork	800	sf	\$ 13.00	\$ 10,400.00	\$ 39.00	\$ 31,200.00
Pump Track - Phase 1							
24	Concrete support wall with footing (5'-3" high)	14	lf	\$ 314.30	\$ 4,400.20	\$ 391.00	\$ 5,474.00
25	6" Concrete ramp pad with thickened edge	543	sf	\$ 14.85	\$ 8,063.55	\$ 17.00	\$ 9,231.00
Pump Track - Phase 2							
26	6" Concrete ramp landings with thickened edge	210	sf	\$ 17.77	\$ 3,731.70	\$ 12.00	\$ 2,520.00
27	3'-4.5" Concrete ramp landings	17	sf	\$ 216.71	\$ 3,684.07	\$ 153.00	\$ 2,601.00
28	3' Concrete ramp landings	17	sf	\$ 205.89	\$ 3,500.13	\$ 147.00	\$ 2,499.00
TOTAL BASE BID				\$	264,531.23	\$	282,691.70
PROPOSED START DATE				September 2, 2024		September 23, 2024	

*\*Totaling Error.*



# CLEARFIELD CITY ORDINANCE 2024-15

AN ORDINANCE REZONING THE PROPERTY LOCATED AT APPROXIMATELY 328 East 100 NORTH (12-006-0054) FROM R-1-8 (RESIDENTIAL) TO R-2 (RESIDENTIAL) AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones the property located at approximately 328 East 100 North (12-006-0054) from R-1-8 (Residential) to R-2 (Residential) and amends the City's Zoning Map to reflect the change.

WHEREAS, pursuant to an application received by the City's Community Development office, the City Council must consider a change in the zoning for the property located at approximately 328 East 100 North (12-006-0054); and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that the rezone be denied; and

WHEREAS, following proper notice, as set forth by State Law and the City's Land Use Ordinance, the City Council held a public hearing on the application for a change in the zoning for the property and allowed for public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the applicant's position, as well as the Planning Commission's recommendation of denial regarding the proposed rezone; and

WHEREAS, following its public deliberation, the City Council has determined the zoning change listed below is in the best interest of Clearfield City and its residents and will most effectively implement the City's efforts to meet market changes and housing demand and affordability while allowing the subject property to be put to its highest and best use;

NOW, THEREFORE, be it ordained by the Clearfield City Council that:

Section 1. Zoning Changes: The zoning for the property located at approximately 328 East 100 North (12-006-0054) in Clearfield City, Davis County, Utah, will be changed from R-1-8 (Residential) to R-2 (Residential).

Section 2. Amendments to Zoning Map: The Clearfield City Zoning Map will be amended to reflect the changes in zoning outlined in Section 1 above.

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

Dated this 24<sup>th</sup> day of September, 2024, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

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Mark R. Shepherd, Mayor

ATTEST

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

ABSENT:

# CLEARFIELD CITY ORDINANCE 2024-16

## AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

**PREAMBLE:** This Ordinance amends Title 11, Chapter 13, Section 21, Paragraph C, – 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, Supplementary Regulations, Group Home Facilities, Approval Process is hereby amended as follows:*

#### **11-13-21: GROUP HOME FACILITIES:**

C. Approval Process: Group homes **that will house more than three (3) unrelated persons** shall be a conditional use in zones where single-family dwellings are allowed, and a permitted use **if housing three (3) or less unrelated persons. Group Homes shall be a permitted use** in zones where multiple-family dwellings are allowed. Site plan review and approval shall also be required in accordance with chapter 5 of this title. Each group home shall comply with all of the following requirements:

1. The facility shall conform to all applicable health, safety and building codes applicable to similar dwellings;
2. The facility shall be capable of use as a group home without structural or landscaping alterations that would change the structure's residential character;
- ~~—3. The facility shall not be located within three-fourths (3/4) mile of another existing group home facility;~~
- ~~4.~~ 3. Adequate off street parking shall be provided;
- ~~5.~~ 4. The facility shall be consistent with the existing zoning standards of the desired location.

**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 24<sup>th</sup> day of September, 2024, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

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Mark R. Shepherd, Mayor

ATTEST

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Chersty Titensor, Deputy City Recorder

VOTE OF THE COUNCIL

AYE:

NAY: