



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
March 18, 2025 - WORK SESSION

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

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Overview of Clearfield City and Gallagher Partnership

Discussion on Proposed Fee Changes for Room Rentals at the Community Arts Center, Athletic Field Use, 4th of July Vendors, Sponsorships, Pickleball Court Rentals, and Aquatic and Fitness Center Memberships

Discussion on Adjustments to the Consolidated Fee Schedule for the Green Waste Program

Discussion on the Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for Third Quarter Sales Tax Funding of the 300 North Sidewalk Extension Project

Discussion on the Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for 3rd Quarter Sales Tax Funding of the Depot Street Extension Project

Discussion on the Proposed Updated Clearfield City Employee Compensation Strategy

Discussion on Fiscal Year 2026 Proposed Budget

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

Posted March 13, 2025.

/s/Chersty Titensor, Deputy City Recorder

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



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Ricki Miller, HR Manager

MEETING DATE: March 18, 2025

SUBJECT: Overview of Clearfield City and Gallagher Partnership

RECOMMENDED ACTION

This is an informative discussion only, no action required.

DESCRIPTION / BACKGROUND

The Human Resources Department has arranged for a member of “Gallagher,” the city’s health insurance and benefits broker, to provide a short presentation to the city council. This presentation is intended to be an information sharing opportunity for Gallagher, who will explain our historical partnership and share with you many of our accomplishments, as well as share with us any local or national employment trends related to benefits and employee well-being.

Gallagher has also provided the city with an ideal renewal timeline that we will discuss.

CORRESPONDING POLICY PRIORITIES

- Maintaining a Highly Motivated and Well-Trained Workforce

HEDGEHOG SCORE

Staff has not performed a Hedgehog score at this point.

FISCAL IMPACT

This presentation has no fiscal impact on the city. However, this presentation is related to the ongoing fiscal impact of providing certain benefits to our full-time employees.

LIST OF ATTACHMENTS

- Gallagher PowerPoint Presentation



Gallagher

Insurance | Risk Management | Consulting



Partnership with Clearfield City & Gallagher

Benefits Consultant Presentation
Michelle Morse
March 18th, 2025

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Your Gallagher Team

Let us introduce ourselves



**Michelle
Morse**

Area Vice President
Health and Welfare Consultant

**Cheryl
Garcia**

Account Manager
Health and Welfare

**Nathan
Lamb**

Financial Benefit Consultant
Health and Welfare

**Bryce
Craig**

Regional Practice Lead
Voluntary Benefits Consultant

**Sally
Wineman, J.D.**

Area Senior Vice President
Compliance Counsel
Legislative Compliance

**Nancy
Arenas
MPS, SHRM-CP**

Area Vice President
HR Comp & Consulting

Gallagher Utah

Salt Lake City

5 local companies acquired to become Gallagher Utah

60 Benefits & HR Employees

20 Benefits Account Managers

50 P&C Employees

Local Teams

In-house compliance team

Dedicated small group team

In-house analytics

Benefits enrollment team

P&C Claims advocacy team

Local leadership

Awards

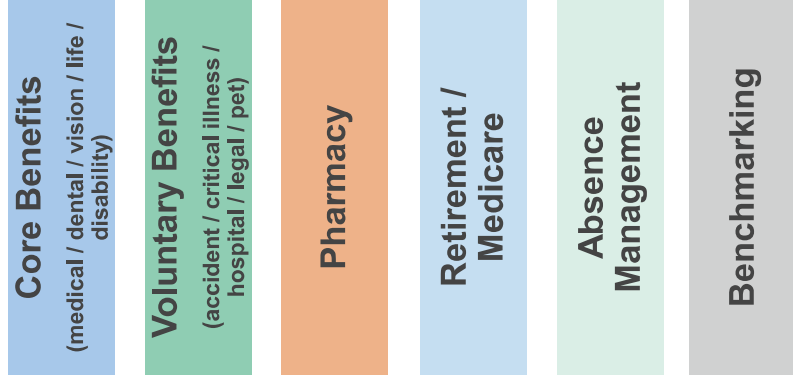
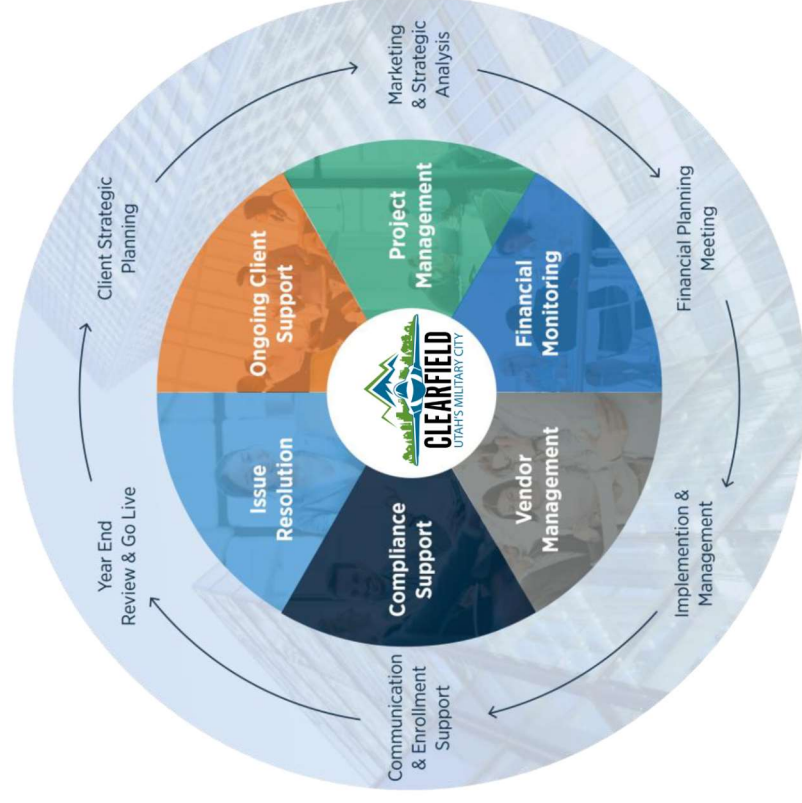
Utah Business Best Companies to Work For

World's Most Ethical Companies Ethisphere® Institute 2010-2023



Employee Benefits Consultant

How do we work with the City?



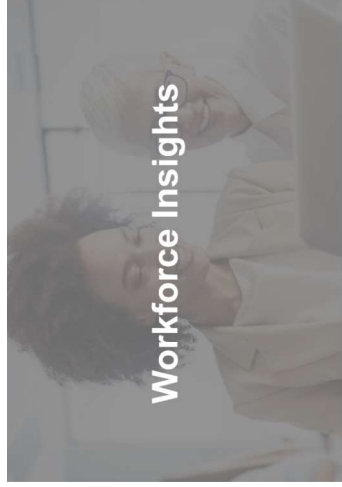
Accomplishments

Looking back on our progress together

Managing Costs & Mitigating Risk	Employee Wellbeing & Experience	Administration & Compliance	Evaluated but not implemented - Total Compensation Statements Currently Evaluating - Digital open enrollment and benefits communication platform - Employee benefit offerings
- Vendor/Carrier RFP (HRA, medical, dental, vision, life & disability) - Evaluation of plan offerings and cost - Benchmarking plans against public entity (cost share, plan designs, voluntary benefits, etc) - Rate development w/HSA contributions	- Voluntary benefit insurances: pet, accident and hospital indemnity - Robust mental health / EAP provider - Communication Strategy (open enrollment, guides, etc.) - Employee advocacy – assisting with exceptions, appeals and other claims issues - Wellness programs & Onsite screenings	- Benefit Administration system (Employee Navigator) - Compliance reviews - HR / Supervisor Training - Legal Notices & Medicare Part D Notices - RXDC Reporting Support - ACA reporting tools and assistance	

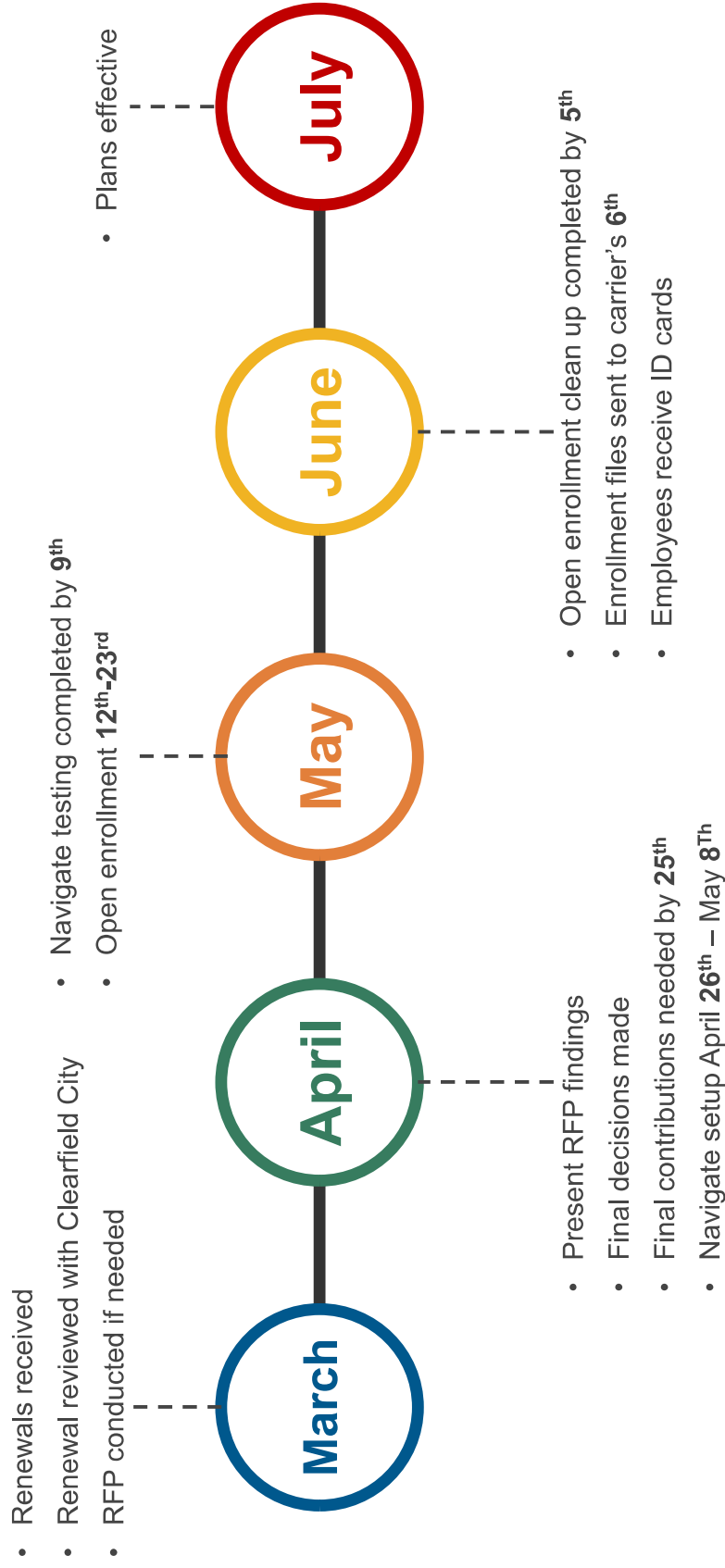
Looking Froward

Collectively how we strategize with Clearfield City



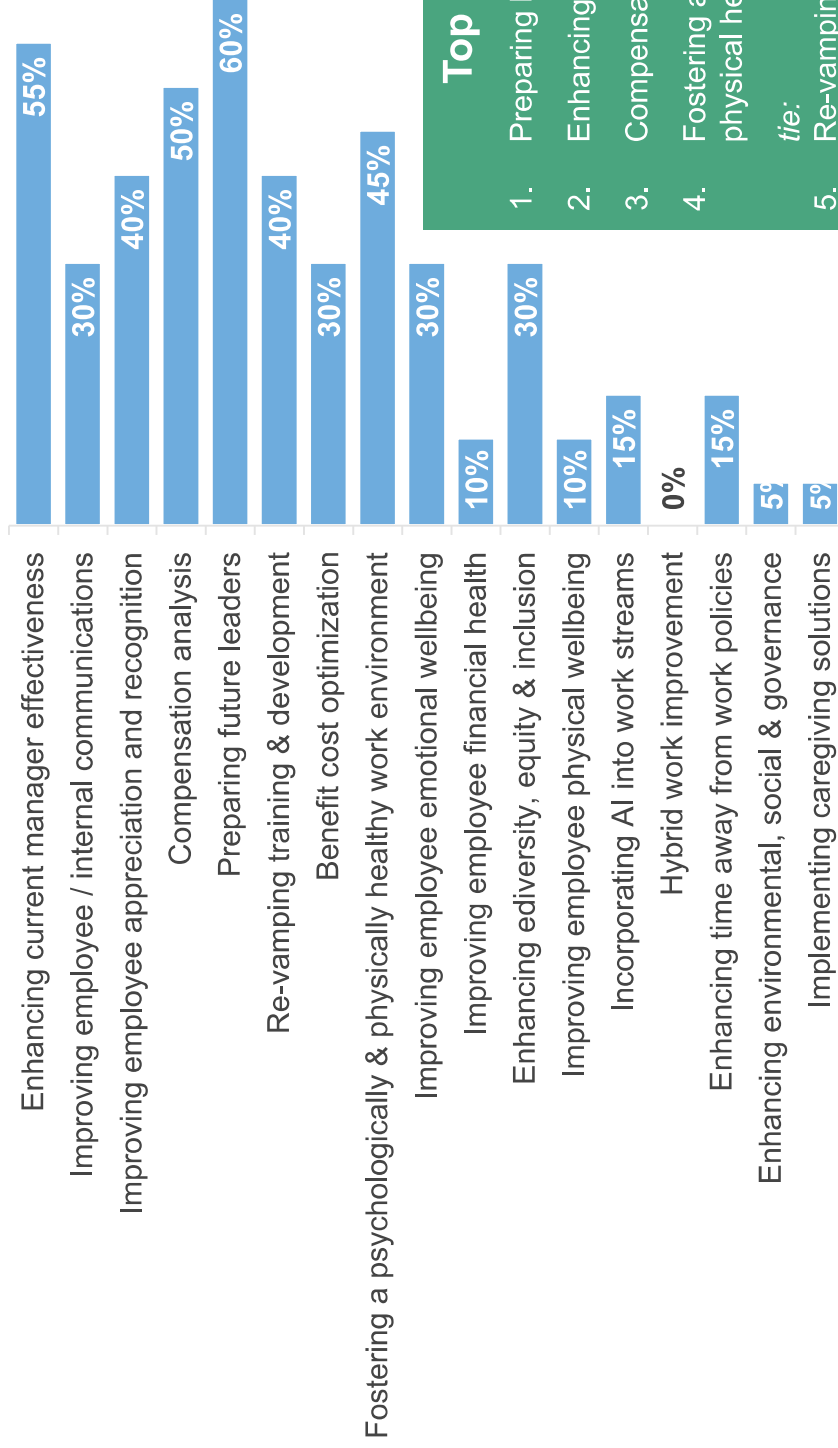
- Clearfield City Strategy
- What are you hearing from Team Members
- Barriers you foresee
- Goals (City)
- Goals (HR/Benefits)

Renewal Timeline



Strategic Priorities (Public Entity)

What are your top 5 strategic priorities for attracting, retaining, and engaging talent in 2025?

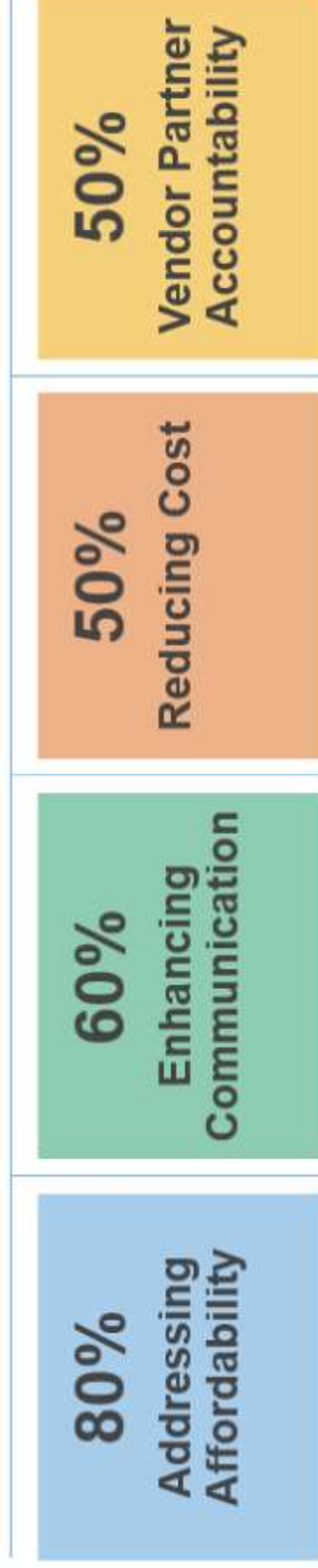


Top 5 Priorities

1. Preparing Future Leaders
2. Enhancing Manager Effectiveness
3. Compensation Analysis
4. Fostering a psychologically & physical health work environment
5. Re-vamping Training & Development / Enhancing employee appreciation & recognition

Benefits Strategic Priorities (Public Entity)

What are the top areas of focus for your 2025 Benefits Strategy?



The Gallagher Way

Shared Values at Gallagher are the rock foundation of the Company and our Culture. What is a Shared Value? These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. What are some of Gallagher's Shared Values?

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens – everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned – not dictated.

17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close company. This is a strength – not a weakness.
24. We must continue building a professional company – together – as a team.
25. Shared values can be altered with circumstances – but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

-Robert E. Gallagher, May 1984

Thank you

Michelle Morse
Area Vice President
Gallagher
Michelle_morse@ajg.com



Gallagher

Insurance | Risk Management | Consulting

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Gallagher

Insurance | Risk Management | Consulting



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Eric Howes, Community Services Director

MEETING DATE: March 18, 2025

SUBJECT: Review proposed fee changes for room rentals at the Community Arts Center, athletic field use, 4th of July vendors, sponsorships, pickleball court rentals, and Aquatic and Fitness Center memberships.

RECOMMENDED ACTION

Review proposed changes to fees for services provided by the Community Services Department and provide staff with guidance and direction prior to future adoption.

DESCRIPTION / BACKGROUND

Staff of the Community Services Department are proposing fee changes to a variety of fees for services provided by the department. The proposed fee changes are related to 6 different services including (1) Community Arts Center room rentals, (2) field use rentals, (3) 4th of July vendor fees, (4) sponsorship rates, (5) pickleball court rental rates, and (6) Aquatic and Fitness Center Memberships. The majority of the proposed changes are reflective of the increased costs of operations, or represent an effort to increase the usage of facilities.

The current fees for room rentals at the Community Arts Center were implemented shortly after the interior renovation of the center. Since that time, the center has experienced a low amount of use. Staff has reviewed the rates of several facilities throughout the state and the proposed fee changes generally represent a decrease that would bring us more in line with the rates charged at other facilities as well as rates charged for rentals here at city hall.

The proposed changes for field use rentals are limited to changes for the use of scoreboards, field lights, and the inclusion of a rental fee for the use of the sand volleyball courts located at North Steed Park. There are no proposed increases for the use of the sports fields themselves. The proposed increases for vendor spaces at Fisher Park for the 4th of July are reflective of those charged in other cities throughout the state and are intended to bring us more in line with the market rate. The proposed sponsorship rates are for the placement of banners in city parks and facilities throughout the year.

Since the construction of the pickleball complex in 2020, users have expressed confusion over the



language included in the fees and policies for use of those courts. The changes in this area are primarily intended to clarify the language of the fees to make them more understandable. For example, Weekend Rental Fees are defined as Friday, Saturday, and Sunday to avoid misinterpretation. Weekdays are also defined as Monday through Thursday. The only other change is to the rental deposit and includes a lower deposit for a rental of 4 or 8 courts, than for the rental of 12 or 16 courts.

Finally, the proposed changes to membership fees at the Aquatic and Fitness Center represent an effort to increase memberships at the facility. Since 2019, the center has experienced a 21% decrease in memberships sold and a corresponding 13% decline in the total number of members included on those passes. The proposed fee changes are intended to make the pricing simpler and more enticing to potential users of the facility. The fee structure is easier to explain and to justify to customers, and is reflective of trends in the fitness industry. For example, staff is proposing the inclusion of a true monthly membership. The current structure includes only annual memberships that can be paid in full, or on a monthly basis. Both payment options include an additional fee if the membership is canceled prior to the end of the membership period. An enrollment fee is also charged with each new membership. The recommended changes would create a true monthly membership option with no cancelation fees. Enrollment fees are being renamed as equipment replacement fees and are intended to be included in the advertised membership price. Proposed annual membership options are designed to provide customers with a discounted rate as a benefit of the longer term membership.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

The proposed fee changes are intended to help the department increase the cost recovery of these recreation related resources. As these services continue to become more self-sustaining, their continued availability to Clearfield residents increases.

HEDGEHOG SCORE

None

FISCAL IMPACT

TBD. The intent of the proposed changes is to improve the fiscal sustainability of these services.

ALTERNATIVES

- 
- Propose modifications to the proposed fee changes
 - No changes to fees

SCHEDULE / TIME CONSTRAINTS

After review and discussion by the council, the intent is to bring these proposed fee changes back to a policy session for adoption on March 25, 2025 for adoption. Implementation of any adopted fees would begin as soon as possible, but not prior to April 1, 2025.

LIST OF ATTACHMENTS

- Draft of Consolidated Fee Schedule
- Fee Change Proposal Presentation
- CAFC Membership Change Analysis Spreadsheet
- Sponsorship Options Information

CHAPTER 5

**CONSOLIDATED FEE SCHEDULE
CLEARFIELD CITY CORPORATION**

(Ordinance 2023-13, 7-25-2023)

UTILITIES

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

Residential

Single family:

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

Multi-Family Units, Apartment Houses & Mobile Home Parks

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

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

Commercial

Monthly Base Fee, based on meter size

5/8" - 3/4"	\$34.86	\$36.95	\$39.17
1" - 1 1/2"	\$135.59	\$143.73	\$152.35
2"	\$177.89	\$188.56	\$199.87
3"	\$455.81	\$483.16	\$512.15
4"	\$698.08	\$739.96	\$784.36
6"	\$1,240.45	\$1,314.88	\$1,393.77
Usage rates per 1,000 gallons	\$1.48	\$1.51	\$1.54

Sprinkling lawns, unmetered:

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

Sprinkling system standby charge per diameter inch of main pipe supply	\$3.88	\$3.96	\$4.04
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More than one User:

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

Unmetered Services:

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

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

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

Residential

Single Family Monthly Base Rate

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

Multi-Unit Monthly Base Fee

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

Commercial

Monthly Base Rate

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

Usage rates 0-5,000

Clearfield City (increase 2% per year)	beginning Jan 1	\$2.38	\$2.43	\$2.48
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Usage rates 5,000+

Clearfield City (increase 2% per year)	beginning Jan 1	\$0.70	\$0.71	\$0.72
North Davis Sewer District	beginning July 1	\$2.15*	\$2.15*	\$2.15*

*Subject to change by the North Davis Sewer District

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

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

More than one User:

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

Unmetered Services:

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

8 or fewer employees minimum 1.0" meter size

Commercial Monthly Base Fee

9 or more employees, charged at 2.0" meter size

Commercial Monthly Base Fee + \$1.00/employee

Special Treatment:

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

Storm Water:

July 1 2024

Jan 1 2026

Jan 1 2027

Residential - Monthly

Increase per Year

Single-Family per ESU and duplex

8% '25; 3% '26 '27

\$9.42

\$9.70

\$9.99

Tri-plex and fourplex

Apartments with more than 4 units at Commercial rate

Commercial - Monthly

UTILITIES

Retention Percent

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

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

Credit for On-Site Mitigation:

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

Residential Solid Waste (Garbage) & Recyclables:

Base fee--1st trash container	\$16.75	
Each additional trash container	\$16.75	
Recycle container	\$6.50	
Each additional recycle container	\$6.50	
Green waste container	\$10.50	
Green waste container removal	\$25.00	

Utility Taxes:

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

Misc. Fees:

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

BUILDING RENTAL FEES		
	Resident	Non-resident
Refundable cleaning & security deposit - no food	\$50.00	\$50.00
Refundable cleaning & security deposit - food served	\$300.00	\$300.00
Theater - Refundable Cleaning & Security Deposit	\$300.00	\$300.00
Entire Arts Center (Refundable Cleaning & Security Deposit)	\$250.00	\$250.00
Room rental rates listed below are per-hour	Resident	Non-resident
Room Rental /hour (2-4 hrs)-non-profit, government, commercial	\$50.00	\$65.00
Theater	\$100.00	\$125.00
Theater (Includes Backstage)	\$75.00	\$100.00
Rhythm (Dance Studio)	\$50.00	\$75.00
Rhythm (Dance Studio) - NO FOOD	\$40.00	\$55.00
Hospitality (1st Floor, NE)	\$35.00	\$50.00
Hospitality (1st Floor, NE)	\$25.00	\$40.00
Tempo (Music Room)	\$35.00	\$50.00
Tempo (Music Room)	\$25.00	\$40.00
Studio (Art Studio)	\$35.00	\$50.00
Studio (Art Studio)	\$25.00	\$40.00
Gala East (multi-purpose room)	\$50.00	\$75.00
Gala East (multi-purpose room) - Includes AV	\$25.00	\$40.00
Gala West (multi-purpose room)	\$50.00	\$75.00
Gala West (multi-purpose room) - Includes AV	\$25.00	\$40.00
Gala Combined (multi-purpose room)	\$100.00	\$125.00
Gala Combined (multi-purpose room) - Includes AV	\$40.00	\$55.00
Tables (6 Chairs and 1 table)	\$10.00 flat fee	\$10.00 flat fee
Chairs (1 dozen)	\$10.00 flat fee	\$10.00 flat fee
Sound & Light Boards (Must be operated by CCAC Staff)	\$30.00	\$45.00
Entire Arts Center	\$250.00	\$300.00

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

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

I		
Park Rental Fees:		
		Resident Non-resident
	\$25 refundable cleaning deposit due at the time of rental	
	Picnic shelter (Four hour blocks: 8am-12pm, 1-5pm, 5-9pm)	\$20.00 \$40.00
	Amphitheater (per hour)	\$20.00 \$20.00

Athletic Field / Facility Usage Fees:		SINGLE USE	TOURNAMENT
	Refundable cleaning deposit due at the time of rental	\$100.00	\$250.00
	Game Usage:	Priority Group A	Priority Group B
	Baseball/Softball Field Rental (per hour, per field)	\$25.00	\$25.00
	Baseball/Softball (other use) Rental (per field)	\$45.00	\$45.00
	Soccer Field Rental (per hour, per field)	\$45.00	\$45.00
	Scoreboard (per field, per hour)	\$15.00	\$15.00
	Scoreboard (per field, per hour)	\$30.00	\$30.00
	Supervisor in charge of scoreboard (per hour)	\$12.00	\$12.00
	Lights (per hour, per field)	\$20.00	\$20.00
	Lights (per hour, per field)	\$25.00	\$25.00
	Sand Volleyball Courts	\$10.00	\$10.00

Pickleball Facility Rental Fees and Regulations*		
	Single Court Rental (per court, per hour)	\$10.00
	Weekend Rental Fee (Prime time use) Friday, Saturday, & Sunday	Per Day
	4 Courts	\$300.00
	8 Courts	\$600.00
	12 Courts	\$900.00
	16 Courts	\$1,200.00
* Only one all day event rental allowed per month on weekends between April - October		
	Weekday Rental Fee (non prime time use) Monday - Thursday	8:00 a.m.-6:00 p.m.
	4 Courts	\$150.00
	8 Courts	\$300.00
	12 Courts	\$450.00
	16 Courts	\$600.00
	Deposit (required to reserve courts for all tournaments)	\$500.00
	Rental of 4 or 8 Courts	\$250.00
	Rental of 12 or 16 Courts	\$500.00
* Using 4 courts for more than 4 hours constitutes a tournament		

July 4th Booth Fees:		All vendors
	Shaded booth, no electricity	\$80.00
	Shaded booth, non-food w/electricity	\$110.00
	Shaded booth, w/electricity food vendor	\$110.00
	Food vendor with own trailer w/electricity	\$100.00
	Each additional electrical outlet	\$10.00
	Food Truck (Max of 30 ft truck length)	\$175.00
	Booth Space (12x12) - Electricity Not Provided	\$100.00
	Booth Space (12x12) - With Electricity Provided	\$130.00
	Additional Electrical Outlet	\$30.00
	Late Fee	No Charge
	Refundable Cleaning Deposit	\$100.00

Sponsorship Opportunity - FEES		Location	Fee
		Ballfields	\$300.00
		Pickleball Courts	\$750.00
	Banner	CAFC	\$1,000.00
		Reusing Banner	50% Discount
		Banner Renewal	10% Discount
		Basic Exposure	\$500.00
	Events	Medium Exposure	\$750.00
		High Exposure	\$1,000.00

Recreation Leagues, Sports, Classes, and Misc. Fees:			
	Contact Community Services Department		

AQUATIC CENTER FEES					
Membership fees may be altered in conjunction with marketing efforts to allow for the effective promotion of the Clearfield Aquatic Center with the approval of the Community Services Director.					
Daily Admission (All fees include tax)					
	Child 3 and under		\$3.00		
	Youth 4-17		\$6.00		
	Adult 18+		\$8.00		
Annual Membership Fees (All membership rates include tax)					
		2022-2023 Rates			
		Resident Discount Rate		Market Rate	
		Monthly	Annual	Monthly	Annual
	Youth	\$20.00	\$235.00	\$28.00	\$340.00
	Adult	\$30.00	\$350.00	\$43.00	\$515.00
	Couple/Buddy Pass	\$38.00	\$460.00	\$56.00	\$665.00
	Family (up to 6)*	\$49.00	\$590.00	\$68.00	\$815.00
*The annual fee for each additional family member above the maximum of 6 is \$25.00 per person					

Membership Fees (Membership rates DO NOT include tax)					
		Resident Discount Rate		Market Rate	
		Monthly	Annual	Monthly	Annual
	Youth	\$20.00	\$200.00	\$30.00	\$300.00
	Adult	\$30.00	\$300.00	\$40.00	\$400.00
	Couple/Buddy Pass	\$40.00	\$400.00	\$50.00	\$500.00
	Family (3 People) *	\$45.00	\$450.00	\$55.00	\$550.00
	* Each additional person	\$5.00	\$50.00	\$5.00	\$50.00

Membership Registration Fee		
	Individual one-time registration fee	\$25.00
	Adult Couple one-time registration fee	\$50.00
	Family one-time registration fee	\$75.00

Equipment Replacement Fee (Included in the membership fee)		Annual
	Individual Equipment Replacement fee (Youth/Adult)	\$20.00
	Couple/Buddy Equipment Replacement Fee	\$30.00
	Family Equipment Replacement Fee	40*
* \$10 per year additional for each additional person on the Family Pass		

Corporate/Business Annual Membership Group Discount Rates					
Resident Businesses			10-19 Members (5% Discount)	20+ Members (10% Discount)	
	Adult		\$334.00	\$315.00	
	Buddy		\$432.00	\$410.00	
	Family		\$550.00	\$522.00	
Non Resident Businesses	5-9 Members (5% Discount)	10-14 Members (10% Discount)	15-19 Members (15% Discount)	20 -24 Members (20% Discount)	25+ Members (25% Discount)
Adult	\$494.00	\$468.00	\$442.00	\$416.00	\$390.00
Buddy	\$646.00	\$612.00	\$578.00	\$544.00	\$510.00
Family	\$784.00	\$743.00	\$702.00	\$661.00	\$620.00

Membership Cancellation Fee		
	Individual	\$25.00
	Couple	\$50.00
	Family	\$75.00
15-Punch Pass		
	Youth 4-17	\$90.00

AQUATIC CENTER FEES		
	Adult	\$120.00
Aquatic Center Day Care		
	Hourly rate per child	\$4.00
	5-hour punch pass	\$18.00
	10-hour punch pass	\$33.00
	30-hour punch pass	\$75.00
	50-hour punch pass	\$138.00
Aquatic Center Programs		
	Contact Community Services Department	
Aquatic Center Facility Rentals:		Per hour
	Leisure pool 1-100 people	\$175.00
	Lap pool 1-100 people	\$125.00
	Lap and Leisure pool 1-100 people	\$275.00
	Outdoor Pools	\$125.00
	Leisure & Outdoor	\$250.00
	Lap pool / leisure pool / splash pad	\$350.00
	Lane rental	\$15.00
	Shower rental	\$50.00
	Wet classroom (2 Hour Blocks)	\$50.00
	Party room (2 Hour blocks)	\$50.00
	Full aquatic center	\$500.00
	Full Gym	\$150.00
	Half Gym (east or west)	\$100.00
	1 full court	\$50.00
	1 basket	\$25.00

BUSINESS LICENSE FEES		
		Fee / Amount
General Business License		
	New / Commercial	\$177
	New / Home	\$177 when applicable
	Renewal / Commercial	\$76
	Renewal / Home	\$76 when applicable
Rental Dwelling License		
	New	\$208
	Renewal or amendment	\$76

Temporary or Seasonal Merchant License		
	New - One hundred eighty (180) Days	\$143

Mobile Food Vendor License	\$125 when applicable
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Solicitors License		
	New	\$222
	Renewal	\$71
	Identification Badge	\$26

Beer Licenses		
	Class A - Off-Premise	
	New	\$271
	Renewal	\$76
	Class B - Restaurant	
	New	\$271
	Renewal	\$76
	Class C - Tavern	
	New	\$271
	Renewal	\$76
	Class D - Nonprofit Organization	
	New	\$271
	Renewal	\$76
	Class E - Temporary Special Event	
	New	\$271
	Renewal	\$76

Sexually-Oriented Business Licenses		
	Outcall Services	
	New	\$306
	Renewal	\$76
	Adult Business	
	New	\$306
	Renewal	\$76
	Nude Entertainment Business	
	New	\$306
	Renewal	\$76
	Semi-nude Dancing Bar	
	New	\$306
	Renewal	\$76
	Nude and Semi-nude Dancing Agency	
	New	\$306
	Renewal	\$76

BUSINESS LICENSE FEES	
	Fee / Amount

Sexually-Oriented Business Employee Licenses		
	Non-performing Employee	
	New	\$306
	Renewal	\$76
	Outcall Services Performer	
	New	\$306
	Renewal	\$76
	Adult Business Performer	
	New	\$306
	Renewal	\$76
	Nude Entertainment Business Performer	
	New	\$306
	Renewal	\$76
	Semi-nude Dancing Bar Performer	
	New	\$306
	Renewal	\$76

Firework Stand License		
	New	\$154

Pawnbroker License		
	New	\$154
	Renewal	\$76

Massage Establishment License		
	New	\$248
	Renewal	\$76
Sole Massage Therapist Establishment License		
	New	\$248
	Renewal	\$76
Outcall Massage Services License		
	New	\$248
	Renewal	\$76
City Massage Therapist Identification Badge		\$26
Massage Businesses Appeal		
	Appeal of Final Business License Violation Determination	\$150
Massage Establishment Reinspection Fees		
	First time massage business reinspection fee - any inspection that lasts over one hour shall incur the cost of an additional massage business reinspection fee, to be collected in addition to the first time massage business reinspection fee.	\$150
	Additional massage business reinspection fee - any additional massage business reinspection that lasts over one hour shall incur the cost of an additional massage business reinspection fee, to be collected in addition to the original additional massage business fee, and compounded therefrom from each additional hour.	\$250

Disproportionate Service Fees		7/1/2023*	7/1/2024*
	Convenience Store	\$2,738.00	\$5,476.00
	Daycare (Commercial only)	\$376.00	\$752.00
	Entertainment Services	\$492.50	\$985.00

BUSINESS LICENSE FEES			
		Fee / Amount	
	General Contractor	\$6.00	\$12.00
	Grocery Store	\$1,350.50	\$2,701.00
	Group Home	\$2,162.50	\$4,325.00
	Gym/Training	\$201.50	\$403.00
	Lodging (fees to the right are the costs for per unit)	\$45.00	\$89.00
	Manufacturing/Warehouse/Distribution	\$85.00	\$170.00
	Non-Profit/No Fee (Only if they don't qualify for the exemption)	\$94.00	\$188.00
	Restaurant	\$422.50	\$695.00
	Bar	\$247.00	\$494.00
	Automotive	\$218.50	\$437.00
	Financial Services	\$450.00	\$900.00
	Pawnbrokers	\$1,411.50	\$2,823.00
	Professional/Business Services	\$33.50	\$67.00
	Retail	\$153.50	\$307.00
	Tobacco Shop	\$63.50	\$127.00
All fees apply to and are charged for new business and renewals, in addition to the new base fee for all licenses.			
* Indicates phased implementation of new business license fee			

Bonds Required	
	Sexually-Oriented Businesses:
	Each applicant for a sexually-oriented business license shall post with the City's business license department a cash or corporate surety bond, payable to the City, in the amount of two thousand dollars (\$2,000). Any fines assessed against the business, officers or managers for violations of City ordinances shall be taken from this bond if not paid in cash within ten (10) days after notice of the fine, unless an appeal is filed. In the event the funds are drawn against the cash or surety bond to pay such fines, the bond shall be replenished to two thousand dollars (\$2,000) within fifteen (15) days of the date of notice of any draw against it.
	Firework Stands:
	Bond Or Liability Insurance: Any application for permit as herein provided shall be accompanied by a certificate of insurance insuring the licensee and naming the City as <i>the certificate holder</i> , conditioned for the payment of all damages which may be caused either to a person or to property by reason of the display so licensed and arising from any acts of the licensee, his agents or employees. Such insurance shall be in a sum not less than \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury and \$50,000.00 per person and \$100,000.00 per occurrence for property damage and no City officer or licensing agent or other representative of the City shall in any event issue any permit hereinabove referred to until such certificate of insurance has been furnished and passed upon by the City Manager and the City Attorney as to form and sufficiency.
	Pawnbrokers:
	Prior to the issuance of any license for the business of a pawnbroker, the applicant therefore shall file with the Director of Finance a bond with a sufficient surety in the penal sum of two thousand dollars (\$2,000.00), in such form as shall be approved by the City Attorney, conditioned for the faithful observance of all laws and ordinances respecting pawnbrokers. The form of the bond and the sufficiency of the surety shall be approved by the City Attorney.

Miscellaneous		
	Duplicate license / certificate	\$5
	Report showing all businesses licensed in the city	\$5

Penalties		
	Renewals not paid within 45 days of license expiration	50 % of the total amount due
	Engaging in business without a license	\$50

Amended License

BUSINESS LICENSE FEES	
	Fee / Amount
Processing Fee	\$5

Business License Appeal	
Fee	\$75

POLICE		
Fingerprinting (resident)		\$10.00
Fingerprinting (non-resident)		\$15.00
BCI Background check		\$15.00
Alarms:		
	Failing to have a responsible person respond on alarm	\$25.00
	False Alarms per quarter of a calender year outside of a 24 hr period:	
	(A) Third alarm	\$50.00
	(B) Fourth alarm	\$75.00
	(C) Fifth alarm	\$100.00
Registration Fee:		
	Sex Offender:	
	Yearly Registration	\$25.00
	DNA collection	\$25.00
	Child Abuse Offender:	
	Yearly Registration	\$25.00
	DNA collection	\$25.00
Contract Services for Police Officers		\$120.00 per hour, 2 hour minimum

TEMPORARY NOISE PERMIT	
Temporary Noise/Special Event Permit Fee	\$175.00
Failure to timely pay service and permit fees (Late Fees)	\$50.00
Late Request of Temporary Noise/Special Event Permit (Within 10 days before the noise is to begin)	\$50.00

LEGAL DEPARTMENT DISCOVERY FEES	
Copies (first 10 pages)	\$5.00
Copies (11 plus pages)	\$0.25/page
Photos (color copies)	\$2.00/page
DVDs/Video/Audio Recordings (Copies)	\$20.00/each

GRAMA FEES (includes Police Reports):		
Photocopies (copied or scanned):		
	single sided 8 1/2" X 11"	\$0.25
	double sided 8 1/2" X 11"	\$0.40
Certification of Copies per page		\$2.00
Research, compilation, editing, redacting, etc:		
	First 15 minutes	No charge
	Additional time (one hour minimum)	Assessed at the cost of the hourly rate of the staff member who has the necessary skills and training to perform the request.
Audio Recordings		\$5.00
Maps (copied or scanned):		
	8 1/2" X 11" (color)	\$2.50 each
	11" X 17" (color)	\$5.00 each
	18" X 24" (color)	\$25.00 each
	24" X 36" (color)	\$30.00 each
	36" X 44" (color)	\$35.00 each
	custom	\$10.00 per sq. ft. with \$10.00 minimum

PLANNING & ZONING FEES		
City Contracted Engineering Fees		Per Contract Engineering Hourly Rates. Fees paid directly by applicant to the city contracted engineering firm.
Site Plan Review		\$750 + \$150 per acre (0 to 5.49 acres) \$130 per acre (5.5 to 10.49 acres) \$120 per acre (10.5 to 15.49 acres) \$115 per acre (15.5 to 20.49 acres) \$110 per acre (> 20.5 acres)
Administrative Site Plan Review		\$200
Internal Accessory Dwelling Unit		\$125
Conditional Use Permit:		
	Home Occupation	\$350
	Commercial, Use Only	\$400
	Commercial, New Construction	\$750 + \$150 per acre (0 to 5.49 acres) \$130 per acre (5.5 to 10.49 acres) \$120 per acre (10.5 to 15.49 acres) \$115 per acre (15.5 to 20.49 acres) \$110 per acre (> 20.5 acres)
	Request for Extension	\$200
Downtown Clearfield Form Based Code Site Plan Review		\$950+ \$250 per acre (0 to 5.49 acres) \$230 per acre (5.5 to 10.49 acres) \$220 per acre (10.5 to 15.49 acres) \$215 per acre (15.5 to 20.49 acres) \$210 per acre (> 20.5 acres)
Rezone		\$850
Zoning Ordinance Amendment		\$850
General Plan Amendment		\$1,200
Street Vacation		\$700
Plat Vacation / Amendment		\$650
Annexation		\$1,500
Special Planning Commission Meeting		\$700
Subdivision Approval:		
	Preliminary	\$750 + \$75 per lot
	Final	\$650 + \$50 per lot
Development Agreement Fee		\$1,000
Development Agreement Amendment/Addendum		\$500
Appeal to the Planning Commission or City Council		\$150 plus Independent Legal Fees
Recording Fees		Paid directly to Davis County Recorder
Sign Permit:		
	Permanent	\$50 application fee, plus building permit
	Temporary	\$25 application fee
Variance		\$500
Zoning Verification Letters		\$100
GIS Data Pricing		
	Parcel Layer	\$50.00
	Street (Centerline) Layer	\$50.00
	Zoning Layer	\$50.00
	Any other GIS or CAD Layers	\$20.00 each
	Aerial Photography	\$90.00 per square mile
	Special Projects	\$50.00 per hour
	Hard copy color maps	\$1.00 per square foot
Small Wireless Facility Fees:		
Application Fees:		
	Co-location of an SWF on an existing or replacement utility pole	\$100 each SWF on same app
	Permitted use to install, modify, or replace a utility pole with an SWF	\$250 per application
	Non-permitted use to install, modify, or replace a new or existing utility pole with an SWF	\$1000 per application
Co-Location Fee		\$50 annually per City utility pole
Right-of-Way Rates: (whichever is greater)		3.5 percent of all gross revenue, or \$250 annually for each SWF

BUILDING PERMIT AND DEVELOPMENT FEES

The City may reduce building permit and development fees for public infrastructure projects for local governmental entities upon request to the Community Development Director. Fees charged should, at a minimum, cover administrative and direct costs incurred as determined by the Community Development Director.

General - building valuation:		
	From \$1 to \$500	\$23.50
	From \$501 to \$2,000	\$23.50 plus \$3.05 each additional \$100 or fraction thereof
	From \$2,001 to \$25,000	\$69.25 plus \$14.00 each additional \$1,000 or fraction thereof
	From \$25,001 to \$50,000	\$391.75 plus \$10.10 each additional \$1,000 or fraction thereof
	From \$50,001 to \$100,000	\$643.75 plus \$7.00 each additional \$1,000 or fraction thereof
	From \$100,001 to \$500,000	\$993.75 plus \$5.60 each additional \$1,000 or fraction thereof
	From \$500,001 to \$1,000,000	\$3,233.75 plus \$4.75 each additional \$1,000 or fraction thereof
	From \$1,000,001 up	\$5,608.75 plus \$3.65 each additional \$1,000 or fraction thereof
Pools, tubs and spas:		
	Public	\$150 each
	Private	\$47 each
Landscape sprinkling system		\$47 each
Plan check fee:		
	Commercial:	
	65% of the building permit fee for building value of \$1 - \$100,000	
	60% of the building permit fee for building value of \$100,001 - \$500,000	
	50% of the building permit fee for building value of \$500,001 and greater	
	Use of outside consultants for plan checking	Actual Cost. Actual costs include administrative and overhead costs
	Residential and pools	20% of the building permit fee
	Residential "Identical Plans"	\$47
	Plan check deposit required for new construction:	
	Residential	\$100
	Commercial	\$250
Off-site Bonds:		
	Residential	\$2,000
	Commercial	As per City Engineer's cost estimate
Permit inspection fees:		
	Outside normal business hours (minimum charge of two hours)	\$47 per hour
	Re-inspection	\$47 per hour
	Inspections for which no fee is specifically indicated (minimum charge of .5 hours)	\$47 per hour
	Additional plan review required by revisions (minimum charge of .5 hours)	\$47 per hour
Home daycare or preschool plan check and inspection fee		\$25 each
Street Cut Permit (Excavation Permit):		
	Application Fee (includes two inspections)	\$150
	Inspection Fee	\$60 per inspection
	Diminished Road Integrity Fee	
	Last Resurfacing (3 years old or less)	\$1.26 per sf
	Minimum charge (3 years old or less)	\$150
	Last Resurfacing (more than 3 years old)	\$.63 per sf
	Minimum Charge (more than 3 years old)	\$100
	Potholes	\$100 (each)
	Winter Excavations (Oct.15th - April 15th)	2 Times the permit fees*

BUILDING PERMIT AND DEVELOPMENT FEES		
	Miscellaneous Fees	
	Boring (no road cut)	Application fee plus \$.60 per linear foot
	Curb and gutter removal (no road cut)	Application fee plus \$.30 per linear foot
	Open trench in right-of-way (no road cut)	Application fee plus \$.30 per linear foot
	Sidewalk/misc. concrete (no road cut)	Application fee plus \$.30 per linear foot
	Winter Excavations (Oct.15th - April 15th)	2 Times the permit fees*
	Street Cut Permit Duration	
	30 days or less	Included in permit fees
	30 day extension	50% of application fee
	60 day or greater extension	100% of the permit fees*
	Surety Bond	
	Finishing Road Bond Fees	
	Minimum Bond (less than 200 sf)	\$1,000
	Bond (greater than 200 sf)	\$4.20 per sf
	Miscellaneous Bond Fees	
	Minimum Bond (less than 25 lf)	\$1,000
	Bond (greater than 25 lf)	\$38.00 per lf
	*permit fees = the application fee plus any other necessary fees, not including the bonds.	
	Lateral excavation (roads older than 1 year)	\$60 / lane cut
	Lateral excavation (roads newer than 1 year)	\$120 / lane cut
	Longitudinal excavation (roads older than 1 year):	
	First 660 lineal feet	\$120
	Each additional 660 lineal feet or fraction thereof	\$240
	Longitudinal excavation (roads newer than 1 year)	
	First 660 lineal feet	\$240
	Each additional 660 lineal feet or fraction thereof	\$240
	Excavations off improved rights-of-way	\$60
	Bond per lateral excavation	\$1,000
	Bond per unlimited number of lateral excavations	\$15,000
	Bond for longitudinal excavation for 100 lineal feet or fraction thereof	\$2,000
	Demolition permit (including inspections)	\$150
	State Surcharge	A 1% state surcharge may be applicable to building permit fees
	Water Meter Fees:	
	5/8" x 3/4" Meter	Cost Installation Fee \$399 \$50
	1" Meter	\$489 \$50
	1-1/2" Meter	\$796 \$50
	2" Ultrasonic Meter	\$1,018 \$100
	3" Ultrasonic Meter	\$2,407 \$100
	4" Ultrasonic Meter	\$2,894 \$100
	6" Ultrasonic Meter	\$4,479 \$200
	Telecommunications franchise application fee	\$500
	Sewer Connection Fees	
	Each connection to the city sanitary sewer system including each new subdivision, mobile home park, trailer park, camping park or any other multiple use operation	\$500
	Additional connection fee per lot within the subdivision, mobile home park, trailer park, camping park or other multiple use operation	\$25
	Building Permit - New Construction Water Fee	

BUILDING PERMIT AND DEVELOPMENT FEES		
	Fee for water usage during construction of new residential units, fee charged per unit	\$50
Development Civil Inspections		
	Fee for inspections of the infrastructure necessary to the development that do not require a building permit such as utilities, streets, sidewalks, streetlights, etc.	2% of project engineer's estimated cost

DEVELOPMENT IMPACT FEES									
Residential	10-Oct-23	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	
Single Family (1 Equivalent Residential Unit, or "ERU")									
Park Impact Fee-Single Family	\$2,339.00								
Park Impact Fee-Multi Family	\$1,441.00								
Storm Water per ESU	\$64.00								
Water	\$1,833.19	\$1,906.41	\$1,980.15	\$2,054.51	\$2,129.62	\$2,205.59	\$2,276.04	\$2,360.65	
Sewer	\$861.15	\$868.28	\$875.51	\$882.84	\$890.28	\$897.86	\$905.58	\$908.51	
Multi Family (apartments, townhomes, and condos)									
Park Impact Fee-Single Family	\$2,339.00								
Park Impact Fee-Multi Family	\$1,441.00								
Storm Water per ESU	\$64.00								
Water (0.82 ERU)	\$1,503.22	\$1,563.26	\$1,623.72	\$1,684.70	\$1,746.29	\$1,808.58	\$1,866.35	\$1,935.73	
Sewer (0.82 ERU)	\$706.14	\$711.99	\$717.92	\$723.93	\$730.03	\$736.25	\$742.58	\$744.98	
Non-residential									
Storm water per ESU (1 ESU = 2,700 sq. ft. of impervious surface)	\$64.00								
If there is storm water detention onsite, the fee is reduced if the detention area is:									
Paved	20% reduction								
Grassed	30% reduction								
Sand & Oil Interceptor	50% reduction								
Water Impact (per drainage fixture unit count)									
Drainage Fixture Unit (DFU)	\$87.29	\$90.78	\$94.29	\$97.83	\$101.41	\$105.03	\$108.38	\$112.41	
In Industrial/Manufacturing applications, the fee will be assessed based on Drainage Fixture Unit (DFU) or engineer's estimate of daily flows divided by the flow of 235.9 gpd/ERU for an equivalent single-family residential flow, whichever is greater.									
Sewer Impact (per drainage fixture unit count)									
Drainage Fixture Unit (DFU)	\$41.01	\$41.35	\$41.69	\$42.04	\$42.39	\$42.76	\$43.12	\$43.26	
In Industrial/Manufacturing applications, the fee will be assessed based on Drainage Fixture Unit (DFU) or engineer's estimate of daily flows divided by the flow of 235.9 gpd/ERU for an equivalent single-family residential flow, whichever is greater.									
Independent Fee Calculation Review	\$150 plus Actual Cost								
Administrative fee for Appeals	\$75								

CEMETERY FEES		
	Resident	Non-resident
Plot - adult (includes perpetual upkeep)	\$450.00	\$950.00
Interment - adult	\$300.00	\$600.00
Plot - infant (includes perpetual upkeep)	\$150.00	\$400.00
Interment - infant/cremains	\$200.00	\$300.00
Plot - cremains (includes perpetual upkeep)	\$250.00	\$500.00
Interment extra fee for evenings/weekends/holidays ("evening services" are defined as those that are scheduled for 3:30 p.m. or later)	\$200.00	\$250.00
Late Notice Fee (assessed to mortuaries failing to notify of date/time or notify within 48 hours)	\$500.00	\$500.00
Disinterment	\$500.00	\$500.00
Cemetery Certificate transfer fee- resident to non-resident within 1 year of purchase		\$100.00
All other certificate transfers	\$10.00	\$10.00
Gravesite Marker (for second and each additional time)	\$25.00	\$25.00

MISCELLANEOUS	
Returned Payment	\$20.00
Chicken License	\$15.00
Original Art Mural Permit	\$50.00 plus inspection fees
Neighborhood Dumpsters	\$134.00
Online Traffic School Tuition	\$50.00
Credit Card Convenience Fee - transactions over \$1,000	3%

FIRE HYDRANT METERS	
Short Term Meter (3 days or less)	\$35 + usage charges
Long Term Meter (4 or more days)	\$60/month + usage charges
Usage Charges	\$5.00 per 1000 gallons
Lost, broken or damaged meter (with RPZ assembly)	\$2,000.00
Lost, broken or damaged meter (with Check Valve)	\$1,649.00
Fire Hydrant Tampering	\$250.00

DOCKLESS SHARED MOBILITY DEVICE	
Relocation Fee	\$20.00
Impound Fee	\$80.00

CURRENT PRICING

Tax Rate		CURRENT PRICING				TOTAL COST W/ ENROLLMENT			
		Annual Price		Monthly Price		Annual Price		Monthly Price	
	0.0725	Market Rate	Resident Discount	Market Rate	Resident Discount	Market Rate	Resident Discount	Market Rate	Resident Discount
YOUTH	Revenue (After Tax)	\$ 315.35	\$ 217.96	\$ 29.68	\$ 20.41	\$ 315.35	\$ 217.96	\$ 29.68	\$ 20.41
	Advertised - (Inc. Tax)	\$ 340.00	\$ 235.00	\$ 32.00	\$ 22.00	\$ 340.00	\$ 235.00	\$ 32.00	\$ 22.00
ADULT	Revenue (After Tax)	\$ 477.66	\$ 324.63	\$ 40.81	\$ 29.68	\$ 502.66	\$ 349.63	\$ 42.89	\$ 31.76
	Advertised - (Inc. Tax)	\$ 515.00	\$ 350.00	\$ 44.00	\$ 32.00	\$ 540.00	\$ 375.00	\$ 46.08	\$ 34.08
BUDDY	Revenue (After Tax)	\$ 616.79	\$ 426.65	\$ 52.87	\$ 37.10	\$ 666.79	\$ 476.65	\$ 57.03	\$ 41.27
	Advertised - (Inc. Tax)	\$ 665.00	\$ 460.00	\$ 57.00	\$ 40.00	\$ 715.00	\$ 510.00	\$ 61.17	\$ 44.17
FAMILY (up to 4)	Revenue (After Tax)	\$ 755.91	\$ 547.23	\$ 64.00	\$ 46.38	\$ 830.91	\$ 622.23	\$ 70.25	\$ 52.63
	Advertised - (Inc. Tax)	\$ 815.00	\$ 590.00	\$ 69.00	\$ 50.00	\$ 890.00	\$ 665.00	\$ 75.25	\$ 56.25
FAMILY 5-6	Revenue (After Tax)	\$ 755.91	\$ 547.23	\$ 64.00	\$ 46.38	\$ 830.91	\$ 622.23	\$ 70.25	\$ 52.63
	Advertised - (Inc. Tax)	\$ 815.00	\$ 590.00	\$ 69.00	\$ 50.00	\$ 890.00	\$ 665.00	\$ 75.25	\$ 56.25

* We charge \$25 for each family member over 6 family members

MEMBERSHIP TYPE	NUMBER OF MEMBERSHIPS by TYPE				ANNUAL REVENUE BASED ON CURRENT PRICING & MEMBERSHIPS					ENROLLMENT FEES	
	Market Annual	Resident Annual	Market Monthly	Resident Monthly	Market Annual	Resident Annual	Market Monthly	Resident Monthly	TOTAL MEMBERSHIP REVENUE	Enrollment Fees	Total Revenue including EF
Youth	3	5	8	12	\$ 946.05	\$ 1,089.81	\$ 2,849.28	\$ 2,938.32	\$ 7,823.46	\$ -	\$ 7,823.46
Adutt	58	39	31	71	\$ 27,704.43	\$ 12,660.38	\$ 15,181.32	\$ 25,287.36	\$ 80,833.48	\$ 4,975.00	\$ 85,808.48
Family of 2/ Buddy	31	46	64	31	\$ 19,120.41	\$ 19,625.90	\$ 40,602.24	\$ 13,801.20	\$ 93,149.75	\$ 8,600.00	\$ 101,749.75
Family of 3	5	4	21	17	\$ 3,779.56	\$ 2,188.90	\$ 16,127.37	\$ 9,460.50	\$ 31,556.33	\$ 3,525.00	\$ 35,081.33
Family of 4	13	13	52	51	\$ 9,826.86	\$ 7,113.93	\$ 39,934.44	\$ 28,381.50	\$ 85,256.73	\$ 6,450.00	\$ 91,706.73
Family of 5	14	14	57	55	\$ 10,582.78	\$ 7,661.15	\$ 43,774.29	\$ 30,607.50	\$ 92,625.72	\$ 10,500.00	\$ 103,125.72
Family of 6	12	12	47	46	\$ 9,070.95	\$ 6,566.70	\$ 36,094.59	\$ 25,599.00	\$ 77,331.24	\$ 8,775.00	\$ 86,106.24
Family of 7	4	3	14	11	\$ 3,123.65	\$ 1,716.68	\$ 11,101.58	\$ 6,396.50	\$ 22,338.41	\$ 2,400.00	\$ 24,738.41
Family of 8	1	1	5	5	\$ 805.91	\$ 597.23	\$ 4,089.85	\$ 3,032.50	\$ 8,525.49	\$ 900.00	\$ 9,425.49
Family of 9	0	1	1	2	\$ -	\$ 622.23	\$ 842.97	\$ 1,263.00	\$ 2,728.20	\$ 300.00	\$ 3,028.20
Family of 10	0	0	1	1	\$ -	\$ -	\$ 867.97	\$ 656.50	\$ 1,524.47	\$ 150.00	\$ 1,674.47
Family of 11	0	0	0	1	\$ -	\$ -	\$ -	\$ 681.50	\$ 681.50	\$ 75.00	\$ 756.50
883	141	138	301	303	\$ 84,960.60	\$ 59,842.89	\$ 211,465.90	\$ 148,105.38	\$ 504,374.77	\$ 46,650.00	\$ 551,024.77
% of Total	16.0%	15.6%	34.1%	34.3%	16.8%	11.9%	41.9%	29.4%		8.5%	

MEMBERSHIP TYPE	% Increase	NUMBER OF MEMBERSHIPS by TYPE				ANNUAL REVENUE BASED ON CURRENT PRICING & MEMBERSHIPS					ENROLLMENT FEES	
		Market Annual	Resident Annual	Market Monthly	Resident Monthly	Market Annual	Resident Annual	Market Monthly	Resident Monthly	TOTAL MEMBERSHIP REVENUE	Enrollment Fees	Total Revenue including EF
Youth	1%	3	5	8	12	\$ 946.05	\$ 1,089.81	\$ 2,849.28	\$ 2,938.32	\$ 7,823.46	\$ -	\$ 7,823.46
Adutt		59	39	31	72	\$ 28,182.09	\$ 12,660.38	\$ 15,181.32	\$ 25,643.52	\$ 81,667.30	\$ 5,025.00	\$ 86,692.30
Family of 2/ Buddy		31	46	65	31	\$ 19,120.41	\$ 19,625.90	\$ 41,236.65	\$ 13,801.20	\$ 93,784.16	\$ 8,650.00	\$ 102,434.16
Family of 3		5	4	21	17	\$ 3,779.56	\$ 2,188.90	\$ 16,127.37	\$ 9,460.50	\$ 31,556.33	\$ 3,525.00	\$ 35,081.33
Family of 4		13	13	53	52	\$ 9,826.86	\$ 7,113.93	\$ 40,702.41	\$ 28,938.00	\$ 86,581.20	\$ 9,825.00	\$ 96,406.20
Family of 5		14	14	58	56	\$ 10,582.78	\$ 7,661.15	\$ 44,542.26	\$ 31,164.00	\$ 93,950.19	\$ 10,650.00	\$ 104,600.19
Family of 6		12	12	47	46	\$ 9,070.95	\$ 6,566.70	\$ 36,094.59	\$ 25,599.00	\$ 77,331.24	\$ 8,775.00	\$ 86,106.24
Family of 7		4	3	14	11	\$ 3,123.65	\$ 1,716.68	\$ 11,101.58	\$ 6,396.50	\$ 22,338.41	\$ 2,400.00	\$ 24,738.41
Family of 8		1	1	5	5	\$ 805.91	\$ 597.23	\$ 4,089.85	\$ 3,032.50	\$ 8,525.49	\$ 900.00	\$ 9,425.49
Family of 9		0	1	1	2	\$ -	\$ 622.23	\$ 842.97	\$ 1,263.00	\$ 2,728.20	\$ 300.00	\$ 3,028.20
Family of 10		0	0	1	1	\$ -	\$ -	\$ 867.97	\$ 656.50	\$ 1,524.47	\$ 150.00	\$ 1,674.47
Family of 11		0	0	0	1	\$ -	\$ -	\$ -	\$ 681.50	\$ 681.50	\$ 75.00	\$ 756.50
890		142	138	304	306	\$ 85,438.26	\$ 59,842.89	\$ 213,636.25	\$ 149,574.54	\$ 508,491.94	\$ 50,275.00	\$ 558,766.94
% of Total		16.0%	15.5%	34.2%	34.4%	16.8%	11.8%	42.0%	29.4%		9.0%	



Tax Rate	0.0725	\$30/\$40 PLANS				REVENUE AFTER EQ. REPLACEMENT			
		Annual Price		Monthly Price		Annual Price		Monthly Price	
		Market Rate	Resident Discount	Market Rate	Resident Discount	Market Rate	Resident Discount	Market Rate	Resident Discount
YOUTH	Revenue (Pre-Tax)	\$ 300.00	\$ 200.00	\$ 30.00	\$ 20.00	\$ 280.00	\$ 180.00	\$ 28.33	\$ 18.33
	Cost+Tax	\$ 321.75	\$ 214.50	\$ 32.18	\$ 21.45	\$ 321.75	\$ 214.50	\$ 32.18	\$ 21.45
ADULT	Revenue (Pre-Tax)	\$ 400.00	\$ 300.00	\$ 40.00	\$ 30.00	\$ 380.00	\$ 280.00	\$ 38.33	\$ 28.33
	Cost+Tax	\$ 429.00	\$ 321.75	\$ 42.90	\$ 32.18	\$ 429.00	\$ 321.75	\$ 42.90	\$ 32.18
FAMILY OF 2	Revenue (Pre-Tax)	\$ 500.00	\$ 400.00	\$ 50.00	\$ 40.00	\$ 470.00	\$ 370.00	\$ 47.50	\$ 37.50
	Cost+Tax	\$ 536.25	\$ 429.00	\$ 53.63	\$ 42.90	\$ 536.25	\$ 429.00	\$ 53.63	\$ 42.90
FAMILY OF 3	Revenue (Pre-Tax)	\$ 550.00	\$ 450.00	\$ 55.00	\$ 45.00	\$ 510.00	\$ 410.00	\$ 51.67	\$ 41.67
	Cost+Tax	\$ 589.88	\$ 482.63	\$ 58.99	\$ 48.26	\$ 589.88	\$ 482.63	\$ 58.99	\$ 48.26
FAMILY OF 4	Revenue (Pre-Tax)	\$ 600.00	\$ 500.00	\$ 60.00	\$ 50.00	\$ 550.00	\$ 450.00	\$ 55.83	\$ 45.83
	Cost+Tax	\$ 643.50	\$ 536.25	\$ 64.35	\$ 53.63	\$ 643.50	\$ 536.25	\$ 64.35	\$ 53.63
FAMILY OF 5	Revenue (Pre-Tax)	\$ 650.00	\$ 550.00	\$ 65.00	\$ 55.00	\$ 590.00	\$ 490.00	\$ 60.00	\$ 50.00
	Cost+Tax	\$ 697.13	\$ 589.88	\$ 69.71	\$ 58.99	\$ 697.13	\$ 589.88	\$ 69.71	\$ 58.99
FAMILY OF 6	Revenue (Pre-Tax)	\$ 700.00	\$ 600.00	\$ 70.00	\$ 60.00	\$ 630.00	\$ 530.00	\$ 64.17	\$ 54.17
	Cost+Tax	\$ 750.75	\$ 643.50	\$ 75.08	\$ 64.35	\$ 750.75	\$ 643.50	\$ 75.08	\$ 64.35

ENROLLMENT FEE INCLUDED

MEMBERSHIP TYPE	NUMBER OF MEMBERSHIPS by TYPE				ANNUAL REVENUE BASED ON \$30/\$40 PRICING & MEMBERSHIPS				Equipment Replacement		
	Market Annual	Resident Annual	Market Monthly	Resident Monthly	Market Annual	Resident Annual	Market Monthly	Resident Monthly	TOTAL MEMBERSHIP REVENUE	Enrollment Fees	Total Revenue including EF
Youth	3	5	8	12	\$ 840.00	\$ 900.00	\$ 2,720.00	\$ 2,640.00	\$ 7,100.00	\$ 560.00	\$ 7,660.00
Adult	58	39	31	71	\$ 22,040.00	\$ 10,920.00	\$ 14,260.00	\$ 24,140.00	\$ 71,360.00	\$ 3,980.00	\$ 75,340.00
Family of 2	31	46	64	31	\$ 14,570.00	\$ 17,020.00	\$ 36,480.00	\$ 13,950.00	\$ 82,020.00	\$ 5,160.00	\$ 87,180.00
Family of 3	5	4	21	17	\$ 2,550.00	\$ 1,640.00	\$ 13,020.00	\$ 8,500.00	\$ 25,710.00	\$ 1,880.00	\$ 27,590.00
Family of 4	13	13	52	51	\$ 7,150.00	\$ 5,850.00	\$ 34,840.00	\$ 28,050.00	\$ 75,890.00	\$ 6,450.00	\$ 82,340.00
Family of 5	14	14	57	55	\$ 8,260.00	\$ 6,860.00	\$ 44,460.00	\$ 36,300.00	\$ 95,880.00	\$ 8,400.00	\$ 104,280.00
Family of 6	12	12	47	46	\$ 7,560.00	\$ 6,360.00	\$ 36,190.00	\$ 29,900.00	\$ 80,010.00	\$ 8,190.00	\$ 88,200.00
Family of 7	4	3	14	11	\$ 2,720.00	\$ 1,740.00	\$ 11,620.00	\$ 7,810.00	\$ 23,890.00	\$ 2,560.00	\$ 26,450.00
Family of 8	1	1	5	5	\$ 730.00	\$ 630.00	\$ 4,450.00	\$ 3,850.00	\$ 9,660.00	\$ 1,080.00	\$ 10,740.00
Family of 9	0	1	1	2	\$ -	\$ 680.00	\$ 950.00	\$ 1,660.00	\$ 3,290.00	\$ 400.00	\$ 3,690.00
Family of 10	0	0	1	1	\$ -	\$ -	\$ 1,010.00	\$ 890.00	\$ 1,900.00	\$ 220.00	\$ 2,120.00
Family of 11	0	0	0	1	\$ -	\$ -	\$ -	\$ 950.00	\$ 950.00	\$ 120.00	\$ 1,070.00
883	141	138	301	303	\$ 66,420.00	\$ 52,600.00	\$ 200,000.00	\$ 158,640.00	\$ 477,660.00	\$ 39,000.00	\$ 516,660.00
% of Total	16.0%	15.6%	34.1%	34.3%	13.9%	11.0%	41.9%	33.2%	\$ (26,714.77)	7.5%	

ENROLLMENT FEE INCLUDED

MEMBERSHIP TYPE	% Increase	NUMBER OF MEMBERSHIPS by TYPE				ANNUAL REVENUE BASED ON \$30/\$40 PRICING & MEMBERSHIPS				ENROLLMENT FEES	
		Market Annual	Resident Annual	Market Monthly	Resident Monthly	Market Annual	Resident Annual	Market Monthly	Resident Monthly	TOTAL MEMBERSHIP REVENUE	Total Revenue including EF
Youth		3	5	9	13	\$ 840.00	\$ 900.00	\$ 3,060.00	\$ 2,860.00	\$ 7,660.00	\$ 600.00
Adult		63	42	33	77	\$ 23,940.00	\$ 11,760.00	\$ 15,180.00	\$ 26,180.00	\$ 77,060.00	\$ 4,300.00
Family of 2/ Buddy		33	50	69	33	\$ 15,510.00	\$ 18,500.00	\$ 39,330.00	\$ 14,850.00	\$ 88,190.00	\$ 5,550.00
Family of 3		5	4	23	18	\$ 2,550.00	\$ 1,640.00	\$ 14,260.00	\$ 9,000.00	\$ 27,450.00	\$ 2,000.00
Family of 4		14	14	56	55	\$ 7,700.00	\$ 5,740.00	\$ 37,520.00	\$ 27,500.00	\$ 78,460.00	\$ 5,560.00
Family of 5		15	15	62	59	\$ 8,850.00	\$ 7,350.00	\$ 44,640.00	\$ 35,400.00	\$ 96,240.00	\$ 9,060.00
Family of 6	8%	13	13	51	50	\$ 8,190.00	\$ 6,890.00	\$ 39,270.00	\$ 32,500.00	\$ 86,850.00	\$ 7,620.00
Family of 7		4	3	15	12	\$ 2,720.00	\$ 1,740.00	\$ 12,450.00	\$ 8,520.00	\$ 25,430.00	\$ 2,040.00
Family of 8		1	1	5	5	\$ 730.00	\$ 630.00	\$ 4,450.00	\$ 3,850.00	\$ 9,660.00	\$ 720.00
Family of 9		0	1	1	2	\$ -	\$ 680.00	\$ 950.00	\$ 1,660.00	\$ 3,290.00	\$ 240.00
Family of 10		0	0	1	1	\$ -	\$ -	\$ 1,010.00	\$ 890.00	\$ 1,900.00	\$ 120.00
Family of 11		0	0	0	1	\$ -	\$ -	\$ -	\$ 950.00	\$ 950.00	\$ 60.00
950		151	148	325	326	\$ 71,030.00	\$ 55,830.00	\$ 212,120.00	\$ 164,160.00	\$ 503,140.00	\$ 37,870.00
% of Total		15.9%	15.6%	34.2%	34.3%	14.1%	11.1%	42.2%	32.6%	\$ (5,351.94)	7.0%

GRAND TOTALS



Advertise in Clearfield City's parks and facilities!

Ballfield Banner

\$500

LOCATION:

Choice of Steed Park softball fields or Fisher Park baseball diamonds

TIMEFRAME:

May-October

SIZE:

4x3' banner

Pickleball Court Banner

\$750

LOCATION:

Steed Park pickleball courts

TIMEFRAME:

May-October

SIZE:

4x3' banner

Aquatic & Fitness Center Banner

\$1,000

LOCATION:

Choice of track or pool area at the Clearfield Aquatic & Fitness Center

TIMEFRAME:

12 months

SIZE:

4x3' banner

Reserve your spot today!

BALLFIELDS

Ben Frye

ben.frye@clearfieldcity.org

PICKLEBALL COURTS

Kristine Conley

kristine.conley@clearfieldcity.org

AQUATIC & FITNESS CENTER

Clint Warnick

clint.warnick@clearfieldcity.org



Sponsor Clearfield City's most popular events!

Basic Exposure*

\$500

EVENT CHOICES:

- Tree Lighting Ceremony

*Exposure = < 500

Medium Exposure*

\$750

EVENT CHOICES:

- Egg Dive
- Swim with Santa
- Pumpkin Float

*Exposure = 500-1000

High Exposure*

\$1000

EVENT CHOICES:

- Easter Egg Hunt (Fishers Park)
- Easter Egg Hunt (Steelers Park)
- Boonville

*Exposure = 1000+

ALL EVENTS INCLUDE:

- logo on all advertising material
- social media mentions
- 2 A-frame posters with logo
- booth space at event
- shoutouts at event

RECREATION EVENTS

Kristine Conley

kristine.conley@clearfieldcity.org

AQUATIC & FITNESS CENTER EVENTS

Clint Warnick

clint.warnick@clearfieldcity.org

WE LOOK FORWARD TO

WORKING WITH YOU!



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Rich Knapp, Chief Finance Officer

MEETING DATE: March 18, 2025

SUBJECT: Consolidated Fee Schedule Adjustments

RECOMMENDED ACTION

Staff recommend the Mayor and City Council consider the proposed changes.

DESCRIPTION / BACKGROUND

Green Waste Collection Fee

Starting in late April, Waste Management will deliver green waste cans for curbside collection to residents who have not opted out. Collection will begin in May, with the associated charge appearing on residents' June bills.

As discussed during the February 11 work session, Waste Management has committed to a fee of \$8.47 per can, while Wasatch Integrated's charge is \$2.00. Based on these costs, the proposed rate to be charged to residents is \$10.50 per can.

Container Removal Fee

During negotiations with Waste Management, the City agreed to a \$25 removal fee for residents who no longer wish to participate in the green waste program and request container removal.

Fire Protection Standby Charge

When the water, sewer, and storm fees were updated in June 2024, the fire protection standby charge was intended to increase by 2% annually. However, due to an error, the incorrect base amount was used. This proposed adjustment will align the charge with the originally intended rate.

Garbage and Recycling

Waste Management's CPI increase for FY26 is 5%. The potential impact on City charged rates were briefly discussed before. No suggested rate is included in this draft of the fee schedule but may be proposed during this discussion or during the March 25 FY26 budget discussion.



FISCAL IMPACT

The intent of this program is to offer curbside green waste collection and recycling at near breakeven.

SCHEDULE / TIME CONSTRAINTS

The City needs authorization to bill for green waste before billing in the beginning of June.

LIST OF ATTACHMENTS

- Consolidate Fee Schedule



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: March 25, 2025

SUBJECT: The Interlocal Agreement with Davis County for Funding of the 300 North Sidewalk Extension Project

RECOMMENDED ACTION

Approve the interlocal agreement as presented

DESCRIPTION / BACKGROUND

As per the annual opportunity to apply for transportation funding in our community, Clearfield has been awarded \$48,500 to extend sidewalk along the south side of 300 North from 825 W to 700 W. This addition will provide safe pedestrian walkway and connection to the Denver Rio Grande trail. The project design is nearly complete and will likely be advertised for construction in the coming two months. The funds will be reimbursed to the city once the sidewalk portion has been paid for.

CORRESPONDING POLICY PRIORITIES

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

The sidewalk connection will provide a safe walkway and improve pedestrian connectivity. The funding from the county shows their intent to contribute to bettering our community.

HEDGEHOG SCORE

22

FISCAL IMPACT

\$48,500 to be reimbursed to Clearfield

SCHEDULE / TIME CONSTRAINTS

The project will likely be advertised in the next two months, so the funds will likely be reimbursed to the city before the end of the year.

LIST OF ATTACHMENTS

- Interlocal Cooperation Transportation Project Reimbursement Agreement

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Clearfield City, a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about May 30, 2024, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 12, 2024, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the 300 North Reconstruction from Pacific Ave to 1000 West Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 16, 2024 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on December 3, 2024; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

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

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.
- 2. The City’s Duties, Obligations, Responsibilities, or Otherwise.**
 - 2.1. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County.

- 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
- 2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
- 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
3. **The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed \$48,500.00, only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County;
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and
 - 3.3. The City enters into a Development Payback Agreement for the portions of right-of-way that are currently undeveloped and reimburses Davis County proportionately if development payback fees are collected.
4. **Progress Payments Authorized.** The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City’s reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$48,500.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
5. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
6. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party:
 - 7.2.1. After any material breach of this Agreement;
 - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 7.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

- 8. Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The City's compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City's obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.
- 9. Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
Clearfield City Attention: JJ Allen 55 S. State Street Clearfield, UT 84015	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

- 10. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 11. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.
- 12. Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.
- 13. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 14. Employees Performing Services under This Agreement.** The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.

- 15. Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
- 16. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 18. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 19. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 20. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 21. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 22. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

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

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

CLEARFIELD CITY

Mayor

Dated:_____

ATTEST:

Clearfield City Recorder

Dated:_____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Clearfield City Attorney

Dated:_____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated:_____

ATTEST:

Davis County Clerk

Dated:_____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division

Dated:_____

Attachment 1

(3rd Quarter Funding Application)

Davis County 3rd Quarter Transportation Funding Application - 2024



Davis
COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

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

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

Signature:

Date:

7/11/24

v 2024

APPLICATION INFORMATION

Project Sponsor:

Clearfield City

Contact Person:

JJ Allen

Title:

City Manager

Address:

55 S. State Street

ZIP:

84015

Phone:

801-525-2788

Mobile:

801-920-0980

Email:

jj.allen@clearfieldcity.org

PROJECT INFORMATION

Project Title:

300 North Reconstruction from Pacific Ave to 1000 West

Project Location:

700 W 300 N Clearfield, UT 84015

(A location map with aerial view must be attached)

Facility Length:

0.7

Jurisdiction

State
Owned

No

Locally
Owned

Yes

Multiple
(List Other Agencies)

Brief Project Description:

300 North is a former state-owned and maintained road that was granted to the city. As the asphalt and utilities have deteriorated, the city is anticipating reconstructing the roadway in the next 12 months. As part of this effort, the city would like to add sidewalk for a 520 ft stretch where it doesn't exist yet. This sidewalk would provide a pedestrain access to the Denver Rio Grande Trail.

(Attach conceptual plans if available):

Have any public information or community meetings been held?

No

Yes / No

Describe public and private support for the project.

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

While no formal discussions or presentation have been done for this sidewalk, positive conversations have been had with Holt Elementary to provide a safe route for students.

Davis County 3rd Quarter Transportation Funding Application - 2024

Project Description

[Functional Classification - Link](#)

Collector

Is the Project on the RTP highway
or Transit Network?

Yes

[Regional Transportation Plan -
Link](#)

Anticipated year of Project
Construction

1 to 5 years

Time Period for Right-of-Way
Acquisition

Less than 1 year

Existing

Projected

Roadway

[Average Daily Traffic - Link](#)

11000

11000

[Projected Traffic - Link](#)

Transit

[Transit Current Daily
Ridership by Route](#)

0

0

**Opening Day - Anticipated Daily
Ridership**

Provide Source of Ridership numbers

Scope of Work

(Attach conceptual plans if available):

The city is reconstructing the roadway and providing new waterlines for the city and Weber Basin Water Conservancy District. This section of sidewalk will require property acquisition from two lots and new sidewalk in front of five homes.

Summarize any special characteristics of the project:

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

The city recently approved new development and construction standards. These will be used in the design for this sidewalk.

How many Jurisdictions are Collaborating on this project?

Describe the nature of the Collaboration

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

In regards to the sidewalk, just the city. The overall project will also be teamed with Weber Basin Water Conservancy District.

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

Due to the poor condition of the road, the city resurfaced the pavement with a slurry seal in June 2024. Design for the roadway and accompanying sidewalks is currently underway.

Describe existing right of way ownerships along the project

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

The property needed is already in place in front of three of the homes, but the right-of-way in front of two homes is needed.

Is right-of-way acquisition proposed as part of the larger project? (If Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes

Yes/ No/
NA

The funds from this application would assist in the purchase of the property according to the city's standard operation procedure in property acquisition and following state code. The city will retain all property purchased as public right-of-way.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

**50 to 75
%**

Davis County 3rd Quarter Transportation Funding Application - 2024

Project Details

Access to Opportunities

[Link for "Access to Opportunities" - Reference Interactive Map](#)

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.

What is the Color for the Employment Intensity?

Blue

What is the Color for the Residential Intensity?

Clear

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

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

To what extent does the project fill a gap or complete a connection?

This will provide a safe pedestrain connection on the south side of 300 North to the Denver Rio Grande Trail

Which of the listed Safety Improvements will be included with this project	Sidewalks/ Bike Paths	Yes	Shoulders/ Curbs & Gutters	Yes	Lighting/ Visibility	No
	At Grade Railroad Crossing	No	Adequate Turn Lanes	No	Access Control	No
	Intersection Geometry	No	Removal of Roadway Obstructions	No	ADA/ Crosswalk	Yes
	Signals/ Signs	No	Center Lane or Raised Median	No	Other	

Discuss the safety improvements that are included in this project.

The corridor will have an improved walking path between 825 West to the Denver Rio Grande trail where one does not exist. With the amount of traffic on this road, pedestrain traffic on this road is dangerous.

Estimated delay reduction
(Vehicle Hours)
(Provide documentation)

0

[Utah Department of Public Safety \(Numetrics\)](#)

3

[Recreational Opportunities Associated with Project - Link](#)

How many access management improvements are included?
(Provide documentation)

0

[Instructions to navigate the Numetrics web site to obtain the data for this application](#)

Estimated reduction in vehicle miles traveled.
(Provide documentation)

0

Total number of crashes on this facility or parallel roadway
(5 year Average)

3

How many signal phasing, timing, and other improvements are included
(Provide documentation)

0

Number of Intelligent Transportation System (ITS) elements included
(Provide documentation)

0

Number of Intersection Improvements?
(Provide documentation)

0

Other Project Benefits not yet listed?

Crash Reduction Factors

Enter as Many as Applicable that will be Implimented with this Project

The "Comprehensive Safety Action Plan" is a Resource that Can Help You Improve Roadway Safety

[Safety Counter Measures Tool Box](#)

Number of Safety Improvements

1

Davis County 3rd Quarter Transportation Funding Application - 2024

Project Implementation Information

<u>Project phases included in funding request:</u>		<u>Project Cost and Contributions:</u>	
☐ No	Planning Activities	\$ 462,300.00	Total Estimated Project Cost
☐ No	Project Development & Environment Study	\$ 48,500.00	Davis County 3rd Quarter Funding Request
☐ No	Preliminary Engineering/ Final Design Plans	\$ 413,800.00	Local Funds
☐ Yes	Construction	\$ -	In-Kind Donations (Dollar Value)
☐ Yes	Construction Engineering & Inspection	\$ -	Other Funding Contributions

Eligible Match

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

Project Cost Summary

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

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

<u>Planning Activities</u>		(enter estimate)
<u>Project Development & Environment Study</u>		(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>		(enter estimate)
<u>Right of Way</u>	\$ -	(enter estimate)
<u>Construction</u>	\$ 331,217.51	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$ -	(enter estimate)
<u>Mobilization</u>	\$ 24,535.00	(enter estimate)
<u>Subtotal</u>	\$ 355,752.51	
<u>Contingency (15 % of Subtotal)</u>	\$ 53,362.88	
<u>Utilities</u>	\$ -	(enter estimate)
<u>Miscellaneous</u>	\$ -	(enter estimate)
<u>Total Construction Cost</u>	\$ 409,115.39	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$ 53,185.00	(enter estimate)
<u>Other (Describe)</u>	\$ -	(enter estimate)
<u>Total Project Cost</u>	\$ 462,300.39	

Project Notes

Thank you for your consideration for this small but important project.



Attachment 2

(Project Cost Estimate)



Project #				
266		W	\$	889,330
Project Name		S		\$0
300 North- 1000 W to Pacific St.		STRM		\$476,790
		ST		\$417,334
Estimate Date 3/14/2023				
Description				
Replacement of W, SW, ST, Curb & Gutter, sidewalk				
	Unit	Unit Price	Quantity	Estimate
Streets_Estimate				*bid date 1/2019 & 2023
Mobilization, SWPPP & Traffic Control*	ls	\$ 24,534.63	1	\$24,534.63
1 Removal and disposal of sidewalk.	lf.	\$ 4.85		\$ -
2 Removal and disposal of existing curb and gutter.	lf.	\$ 4.78		\$ -
3 Furnish and install concrete curb and gutter.	lf.	\$ 29.25		\$ -
4 Furnish and install 4-foot wide 4-inch thick sidewalk.	lf.	\$ 24.00	500	\$ 12,000.00
5 Furnish and install 4-foot wide 6-inch thick sidewalk.	lf.	\$ 30.00	150	\$ 4,500.00
6 Furnish and install 4-inch thick concrete flatwork.	sf.	\$ 8.35		\$ -
7 Furnish and install 6-inch thick concrete flatwork /sidewalk.	sf.	\$ 10.00	2000	\$ 20,000.00
8 Furnish and install handicap ramp (yellow in color).	ea.	\$ 4,170.00		\$ -
9 Mill roadway surface, 2.5-inches.	sy	\$3.12	14,778	\$ 46,106.67
10 Furnish and install 3-inch bituminous asphalt overlay.	ton *	\$84.25	2328	\$ 196,091.88
11 Saw cutting, removal, disposal of the asphalt and 8" road base to subgrade	sy.	\$ 5.00		\$ -
12 Furnish and install untreated roadbase materials for roadway – 8" thick.	ton.	\$ 20.56		\$ -
13 Furnish and install bituminous asphalt paving materials – 3" thick (APWA 2017, Class II, PG 58-28, 15% - 30% RAP Content, 75 Gyrator	ton.	\$ 69.26		\$ -
14 Asphalt patching (8" of road base, 3" thick asphalt paving materials)	sy.	\$ 29.50		\$ -
15 Sub-grade excavation, disposal and replacement with crushed pit run materials.	ton.	\$ 35.38		\$ -
16 Furnish and install flowable fill for trench backfill.	ton.	\$ 36.00		\$ -
17 Saw cutting, removal, disposal of the asphalt and 8" road base to subgrade	sy.	\$ 10.00		\$ -
18 Adjust manhole ring and cover to finish grade.	ea.	\$ 641.00	11	\$ 7,051.00
19 Adjust valve box ring and cover to finish grade.	ea.	\$ 455.83	10	\$ 4,558.33
20 Remove existing trees and grind roots	ea.	\$ 750.30		\$ -
21 Property Acquisition	sf.	\$ 4.75	2500	\$ 11,875.00
21 Remove and replace all landscaping improvements, public/private damaged during construction.	ls.	\$ 4,500.00	1	\$ 4,500.00
				\$ 306,682.88
				\$ 331,217.51
		5% Inflation Rate		\$16,561
		20% Contingency		\$69,556
		Total		\$417,334





STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: March 25, 2025

SUBJECT: The Interlocal Agreement with Davis County for 3rd Quarter Sales Tax Funding for the Depot Street Extension Project

RECOMMENDED ACTION

Approve the agreement as presented.

DESCRIPTION / BACKGROUND

As part of the annual opportunity to apply for funding for transportation projects in our community, Clearfield has been awarded \$266,000 in reimbursement for the construction of the Depot Street Extension from 1026 South, past the Frontrunner Station, proceeding east along 1450 South to State Street. This granted funding with the previously awarded funds bring the county's contribution to this project to \$7.5 million.

CORRESPONDING POLICY PRIORITIES

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

Provides the planned connection for SR-193 to State Street while connecting the Frontrunner and bus stations.

HEDGEHOG SCORE

22

FISCAL IMPACT

The agreement provides a reimbursement of \$266,000 that we can request as soon as the agreement is in place.

SCHEDULE / TIME CONSTRAINTS

The work is completed so the funding should be available when the agreement is in place.

LIST OF ATTACHMENTS

- Interlocal Agreement with Davis County for the Depot Street Extension

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Clearfield City, a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about May 30, 2024, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 12, 2024, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the Depot Street Extension Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 16, 2024 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on December 3, 2024; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

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

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.
- 2. The City’s Duties, Obligations, Responsibilities, or Otherwise.**
 - 2.1. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County.

- 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
- 2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
- 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
3. **The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed \$266,000.00, only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County;
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and
 - 3.3. The City enters into a Development Payback Agreement for the portions of right-of-way that are currently undeveloped and reimburses Davis County proportionately if development payback fees are collected.
4. **Progress Payments Authorized.** The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City’s reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$266,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
5. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
6. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party:
 - 7.2.1. After any material breach of this Agreement;
 - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 7.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

- 8. Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The City's compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City's obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.
- 9. Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
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- 15. Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
- 16. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 18. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 19. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 20. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 21. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 22. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

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

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

CLEARFIELD CITY

Mayor

Dated:_____

ATTEST:

Clearfield City Recorder

Dated:_____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Clearfield City Attorney

Dated:_____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated:_____

ATTEST:

Davis County Clerk

Dated:_____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division

Dated:_____

Attachment 1

(3rd Quarter Funding Application)

Davis County 3rd Quarter Transportation Funding Application - 2024



Davis
COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

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

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

Signature:  Date: 7/11/24

v 2024

APPLICATION INFORMATION

Project Sponsor: Clearfield City

Contact Person: JJ Allen **Title:** City Manager

Address: 55 S. State Street **ZIP:** 84015

Phone: 801-525-2788 **Mobile:** 801-920-0980

Email: jj.allen@clearfieldcity.org

PROJECT INFORMATION

Project Title: Depot Street Extension (Clearfield Station Transit-Oriented Development)

Project Location: 1250 State Street, Clearfield, UT 84015

(A location map with aerial view must be attached)

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

Brief Project Description: The Clearfield Station Transit-Oriented Development is a 50+ acre residential and commercial hub improving the livability of the community by providing residential and adjacent to various transportation facilities. The development will feature the UTA Frontrunner Station, bus connections, active transportation trails, bike lanes, and nearly 2 miles of roads. 1 mile of these roads will serve as local collectors to provide efficient connections from SR-193 and SR-126 to the UTA Transit Plaza. The funding will be used for the minor collector, Depot Street as it extends from the existing Depot Street south of 700 south, following the alignment parallel to the tracks, then turning east to connect to 1450 south as it crosses State Street.

(Attach conceptual plans if available):

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

Describe public and private support for the project.

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

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

Davis County 3rd Quarter Transportation Funding Application - 2024

Project Description

Functional Classification - [Link](#)

Collector

Is the Project on the RTP highway or Transit Network?

Yes

[Regional Transportation Plan - Link](#)

Anticipated year of Project Construction

1 to 5 years

Time Period for Right-of-Way Acquisition

Less than 1 year

Existing

Projected

Roadway

[Average Daily Traffic - Link](#)

0

2900

[Projected Traffic - Link](#)

Transit

[Transit Current Daily Ridership by Route](#)

735

[Opening Day - Anticipated Daily Ridership](#)

Provide Source of Ridership numbers

UTA projections from their economic development department

Scope of Work

(Attach conceptual plans if available):

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

Summarize any special characteristics of the project:

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

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

How many Jurisdictions are Collaborating on this project?

Describe the nature of the Collaboration

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

In addition to the City/UTA partnership, UDOT has been heavily involved in the design of the transportation network and has committed an in-kind contribution. Davis County and the state governor's office have previously been vital contributors.

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

The project has been designed and construction is underway. Construction has included demolition, grading, and water utility installation to this date. With all that has been spent on the project so far totalling \$30 million, the project is still short \$1 million.

Describe existing right of way ownerships along the project

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

As of May 2024, all the property for the project has been acquired through recorded deeds.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

No

Yes/ No/ NA

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

75 to 100 %

Davis County 3rd Quarter Transportation Funding Application - 2024

Project Details

Access to Opportunities

[Link for "Access to Opportunities" - Reference Interactive Map](#)

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.

What is the Color for the Employment Intensity?

Blue

What is the Color for the Residential Intensity?

Blue

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

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

To what extent does the project fill a gap or complete a connection?

The project completes the connection between Depot Street and 1450 South. This connection provides means for transit users to travel in any direction from the station.

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

Discuss the safety improvements that are included in this project.

To better protect the level of service and safety of SR-126, the intersection at 1000 East (a very acute angle) will be altered to only allow right-in/right-out from 1000 East. This is necessary with the addition of the Station Blvd and 1450 South intersections once there is the necessary traffic generation as determined by UDOT.

Estimated delay reduction
(Vehicle Hours)
(Provide documentation)

105

[Utah Department of Public Safety \(Numetrics\)](#)

2

[Recreational Opportunities Associated with Project - Link](#)

How many access management improvements are included?
(Provide documentation)

0

[Instructions to navigate the Numetrics web site to obtain the data for this application](#)

Estimated reduction in vehicle miles traveled.
(Provide documentation)

88

Total number of crashes on this facility or parallel roadway
(5 year Average)

26

How many signal phasing, timing, and other improvements are included
(Provide documentation)

7

Number of Intelligent Transportation System (ITS) elements included
(Provide documentation)

7

Number of Intersection Improvements?
(Provide documentation)

19

Other Project Benefits not yet listed?

Crash Reduction Factors

Enter as Many as Applicable that will be Implemented with this Project

Emphasis Area

Safety Counter Measures

The "Comprehensive Safety Action Plan" is a Resource that Can Help You Improve Roadway Safety

[Safety Counter Measures Tool Box](#)

Number of Safety Improvements

a	0.31	Bicyclist	Install Bicycle Lane	Install Floating Transit Island
	0.33	Nighttime Crashes	Provide Highway Lighting	Provide Intersection Lighting
	0.80	Pedestrian	Install Sidewalk or Walkways	
	0.12	Run Off Road	Install 6" Edge Line (Both Sides of Road)	
	0.28	Angle	Right-in-Right-Out Treatment	Provide Left-turn Lanes at the Intersection
	0.14	Angled	Provide Right-Turn Lanes at the Intersection	

Davis County 3rd Quarter Transportation Funding Application - 2024

Project Implementation Information

Project phases included in funding request:		Project Cost and Contributions:	
No	Planning Activities	\$ 11,008,500.00	Total Estimated Project Cost
No	Project Development & Environment Study	\$ 1,000,000.00	Davis County 3rd Quarter Funding Request
No	Preliminary Engineering/ Final Design Plans	\$ 3,708,500.00	Local Funds
Yes	Construction	\$ 300,000.00	In-Kind Donations (Dollar Value)
Yes	Construction Engineering & Inspection	\$ 6,000,000.00	Other Funding Contributions

Eligible Match

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

Project Cost Summary

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

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

<u>Planning Activities</u>		(enter estimate)
<u>Project Development & Environment Study</u>		(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>		(enter estimate)
<u>Right of Way</u>	\$ -	(enter estimate)
<u>Construction</u>	\$ 7,791,324.75	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$ -	(enter estimate)
<u>Mobilization</u>	\$ 680,000.00	(enter estimate)
<u>Subtotal</u>	\$ 8,471,324.75	
<u>Contingency (15 % of Subtotal)</u>	\$ 1,270,698.71	
<u>Utilities</u>	\$ -	(enter estimate)
<u>Miscellaneous</u>	\$ -	(enter estimate)
<u>Total Construction Cost</u>	\$ 9,742,023.46	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$ 1,266,463.05	(enter estimate)
<u>Other (Describe)</u>	\$ -	(enter estimate)
<u>Total Project Cost</u>	\$ 11,008,486.51	

Project Notes

The \$6 mm from "Other Funding Contributions" was the awarded \$6 million in the FY22 3rd Quarter Sales Tax cycle. We originally requested \$8 mm. Instead of the remaining \$2 million, we are only requesting \$1 mm.



Attachment 2

(Project Cost Estimate)

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

Item Description	Quantity	Unit	Unit Cost	Total Cost
Mobilization				
Mobilization	1	LS	\$680,000.00	\$680,000.00
Construction Entrance	14205	SF	\$2.50	\$35,512.50
Gravel Wattle	99	EA	\$150.00	\$14,850.00
Silt Fence	4360	LF	\$3.25	\$14,170.00
Inlet Barrier	88	EA	\$130.00	\$11,440.00
Straw Bale Dike	178	EA	\$18.00	\$3,204.00
Concrete Washout	3	EA	\$10,710.00	\$32,130.00
Temp. Asphalt and Asphalt Patching	1	LS	\$4,460.00	\$4,460.00
Demolition and Site Preparation				
Demolition and site preparation (61 acres)	33	AC	\$ 8,930.00	\$ 294,690.00
Remove and dispose existing utilities on-site	1	LS	\$ 120,180.00	\$ 120,180.00
Site material (Cut) dispose of existing asphalt parking lot and debris	6,217	CY	\$ 24.00	\$ 149,208.00
Striping removal (in State Street - LF for entire road cross section)	15,338	LF	\$ 1.00	\$ 15,338.00
Remove curb and gutter (State Street)	1,625	LF	\$ 3.50	\$ 5,687.50
Remove Intersection Signal System (1000 E and State Street)	1	EA	\$ 27,440.00	\$ 27,440.00
Remove and dispose house/structure	5	EA	\$ 12,620.00	\$ 63,100.00
Signals				
Pork chop	1,985	SF	\$ 35.25	\$ 69,971.25
Demolition State St. (excluding asphalt)	1	LS	\$ 22,200.00	\$ 22,200.00
Striping	15,338	LF	\$ 7.00	\$ 107,366.00
Pavement paint (arrow/markings)	71	EA	\$ 220.00	\$ 15,620.00
UDOT asphalt (sawcut remove and replace pavement section)	4,254	SY	\$ 60.00	\$ 255,240.00
Sawcut	2,811	LF	\$ 3.75	\$ 10,541.25
Intersection signal system	2	EA	\$ 151,448.00	\$ 302,896.00
Storm drain catch basin	1	EA	\$ 6,800.00	\$ 6,800.00
15" Reinforced concrete pipe	265	LF	\$ 123.75	\$ 32,793.75
12" Reinforced concrete pipe (1450 S. & State St.)	33	LF	\$ 122.00	\$ 4,026.00
Add New Storm Drain Box (1450 S. & State St.)	1	EA	\$ 9,650.00	\$ 9,650.00
Signs	10	EA	\$ 750.00	\$ 7,500.00
Relocate fire hydrant	2	EA	\$ 4,365.00	\$ 8,730.00
Abandon 8" Water	1690	LF	\$ 11.00	\$ 18,590.00
Center median (2' width - 1000 E)	850	SF	\$ 25.00	\$ 21,250.00
Curb and Gutter	1750	LF	\$ 30.00	\$ 52,500.00
Sidewalk	8400	SF	\$ 8.00	\$ 67,200.00
Landscape Restoration	1000	SF	\$ 33.00	\$ 33,000.00
Park Strip Landscape State St. (Station to 1000 E)	1	LS	\$ 45,360.00	\$ 45,360.00
ADA ramp	16	EA	\$ 4,170.00	\$ 66,720.00
Drive approach	5	EA	\$ 6,200.00	\$ 31,000.00
Traffic control	1	LS	\$ 104,200.00	\$ 104,200.00
2' retaining wall	160	LF	\$ 160.00	\$ 25,600.00
Subdivision Roads				
Temporary Striping w Temp Barrier Relocation	1	LS	\$22,530.00	\$22,530.00
Heavy duty asphalt (6 in asphalt, 8 in base course, 10 in borrow)	17,600	SY	\$ 48.50	\$ 853,600.00
Heavy duty concrete pavement (8 in PCC, 10 in base course)	7,350	SF	\$ 13.50	\$ 99,225.00
Concrete sidewalk (5 in PCC, 5 in base course)	35,100	SF	\$ 8.00	\$ 280,800.00
Striping	13,200	LF	\$ 0.35	\$ 4,620.00
Pavement paint (arrow/markings)	12	EA	\$ 22.00	\$ 264.00
Signage	20	EA	\$ 750.00	\$ 15,000.00
2.5' curb and gutter	8,800	LF	\$ 27.00	\$ 237,600.00
Rock mulch for detention basins	4,000	SF	\$ 3.50	\$ 14,000.00
Site road grading	12	AC	\$ 31200.00	\$ 374,400.00
Fencing (remove and replace)	725	LF	\$ 39.00	\$ 28,275.00
Fire Access (2 Bollards w/ Chain and Sign)	1	EA	\$ 1430.00	\$ 1,430.00

6' Chainlink w/ Privacy Slats	140	LF	\$ 55.00	\$ 7,700.00
ADA ramp	20	EA	\$ 4170.00	\$ 83,400.00
Depot Street Type Q Curb	635	LF	\$ 42.00	\$ 26,670.00
Depot Street Median Sidewalk	770	LF	\$ 8.00	\$ 6,160.00
Import of fill material	13,500	CY	\$ 50.00	\$ 675,000.00
Depot Street Storm Drain				
18" Reinforced concrete pipe	984	LF	\$ 95.00	\$ 93,480.00
24" Reinforced concrete pipe	2,748	LF	\$ 126.00	\$ 346,248.00
36" Reinforced concrete pipe	75	LF	\$ 222.00	\$ 16,650.00
4' Storm drain manhole	0	EA	\$ 5,014.00	\$ 0.00
5' Storm drain manhole	6	EA	\$ 5,298.50	\$ 31,791.00
6' Storm drain manhole	3	EA	\$ 8,142.00	\$ 24,426.00
7' Storm drain manhole	6	EA	\$ 15,182.00	\$ 91,092.00
1.5X4 Storm drain catch basin	0	EA	\$ 4,400.00	\$ 0.00
2x2 Storm drain catch basin	15	EA	\$ 3,040.00	\$ 45,600.00
3x3 Storm drain catch basin	2	EA	\$ 4,110.00	\$ 8,220.00
4X6 Storm drain combo box	15	EA	\$ 8,090.00	\$ 121,350.00
Storm drain Hydrodynamic Separator	2	EA	\$ 23,175.00	\$ 46,350.00
15" Flared end section	2	EA	\$ 1,240.00	\$ 2,480.00
18" Flared end section	2	EA	\$ 1,250.00	\$ 2,500.00
24-36" Flared end section	3	EA	\$ 1,983.00	\$ 5,949.00
Rip Rap Spillway w Geotextile	2330	CY	\$ 9.00	\$ 20,970.00
Clay	43	CY	\$ 240.00	\$ 10,320.00
Orifice plate	7	EA	\$ 707.00	\$ 4,949.00
Street lights	78	EA	\$ 12,022.00	\$ 937,716.00
Connect new storm drain to existing	1	EA	\$ 2,170.00	\$ 2,170.00
State Street Medians				
12"x12" Truncated Dome Brick Pavers	127	SF	\$81.00	\$10,287.00
4"x12"x8 cm Brick Pavers	1,455	SF	\$70.00	\$101,850.00
Transit Hub				
Shrubs	240	EA	\$56.00	\$ 13,440.00
Ornamental grass	168	EA	\$30.00	\$ 5,040.00
Trees	5	EA	\$650.00	\$ 3,250.00
Boulders	122	EA	\$170.00	\$ 20,740.00
Topsoil – Planting area 12" depth	235	CY	\$60.00	\$ 14,100.00
Rock Mulch – 2" Small Cream Ripple	13,737	SF	\$2.50	\$ 34,342.50
Rock Mulch – 3" Medium River Rock	6,336	SF	\$3.50	\$ 22,176.00
Park Strip				
Trees	40	EA	\$650.00	\$ 26,000.00
Shrubs	700	EA	\$56.00	\$ 39,200.00
Ornamental Grasses	75	EA	\$30.00	\$ 2,250.00
Topsoil – Bed 12"	800	CY	\$60.00	\$ 48,000.00
Rock Mulch - 2" rock-mulch 3" depth	20,000	SF	\$2.50	\$ 50,000.00
Boulders	15	EA	\$170.00	\$ 2,550.00
Irrigation – Drip	20000	SF	\$3.25	\$ 65,000.00

Total					\$7,791,324.75
15% contingency and construction management					\$1,168,698.71
Total Cost					\$8,960,023.46
City Match					\$1,792,004.69
Request					\$7,168,018.77
Annual Request for 2 years					\$3,584,009.39

TO: Mayor Shepherd and City Council Members

FROM: Ricki Miller, Human Resources Manager
Stuart Williams, City Attorney

MEETING DATE: March 18, 2025

SUBJECT: Proposed Updated Clearfield City Employee Compensation Strategy

RECOMMENDED ACTION

Staff is asking the city council to review the “Proposed Updated Clearfield City Employee Compensation Strategy” for the FY2026 City Budget, and direct staff as necessary.

DESCRIPTION / BACKGROUND

The city’s compensation plan plays an important role in the city’s overall budget and plan for the future of our city and ability to Provide Quality Municipal Services. Both the city council and management value the hard work and professionalism our staff demonstrates in providing the many services performed within the city. A key message staff received from the city council at the Winter Retreat was that the current pay plan was overly complex and appeared to be difficult to sustain. Staff agrees with that position whole-heartedly. As such, staff are proposing the below described Updated Clearfield City Employee Compensation Strategy for your review. Staff believe that the Updated Clearfield City Employee Compensation Strategy reflects the significant change the city council was seeking through a plan that is transparent, fair, and fiscally responsible. Internally, staff are also excited to benefit from what is intended to be a significantly less complex plan that will reduce the everyday management and operation of a compensation plan.

I. Highlights from the Updated Clearfield City Employee Compensation Strategy

- 0%-3% Merit Increases
 - Merit increases of less than 3% may be given based on performance
- 2.9% Cost of Living Adjustment (COLA)
 - The city will use the COLA rate set by the Utah Retirement Systems (URS) each January.
- Elimination of current Step and Grade Pay Plan
 - All new employees will be required to obtain certifications, licensing, or specific skills required for their specific job description within an “introductory period” of their employment (typically 6 months)
- All full-time (and 6 part-time) employees on a General Pay Plan
- All full-time employees compensated using the same formula (merit + COLA)
- All part-time employees (except 6) on a simple Part-Time Pay Plan with the possibility of 12 increases of \$.50 cents (one increase each year), prior to being topped out
- 63 part-time staff have been identified at 90% of their range or as topped out
- 10 full-time employees require a one-time “catch-up” increase to reach the bottom of their pay range

- 7 full-time employees are suggested not to receive a merit increase (COLA only)

II. Fiscal Impact of Updated Clearfield City Employee Compensation Strategy

The following is a snapshot of the estimated fiscal impact of the proposed Updated Clearfield City Employee Compensation Strategy, along with a comparison to last year's fiscal impact of related personnel costs. In addition to employee wages, the following numbers include costs such as overtime budgets, URS, Workers Compensation (WC), and taxes for all current city employees, 4 new police officers, 1 new full-time parks employee, and 3 new part-time parks employees:

<u>Proposed FY26</u>	<u>Previous FY25</u>
\$ 726,700 (Wages Only)	\$ 1,361,670 (Wages Only)
+ \$ 188,842 (URS/ WC/TAX)	+ \$ 355,396 (URS/ WC/TAX)
TOTAL: \$ 915, 642	TOTAL: \$ 1,717,066

FY25 vs. FY26 Wages Only Increases	FY25 vs. FY26 Total Personnel Increases
FY25: \$1,361,670	FY25: \$1,717,066
FY26: \$ 726,700	FY26: \$ 915,642
\$ 634,970	\$ 801,424

47%

III. Summary of Proposed Updated Clearfield City Employee Compensation Strategy

1. Full-Time Employees

A. Creation of Traditional Grades and Ranges

- All full-time (and 6 part-time) positions will be placed on one of twenty-five “Grades” within the General Pay plan that has a bottom hourly rate that meets the local market median and tops out within the “Acceptable Comparison Ratio Range” of 45%-60% of the median market rate.
 - Elimination of the current Step and Grade Pay Plan for full-time employees.
 - Each of the new twenty-five Grades has been divided internally by 18, which allows for each grade to have 18 anticipated merit steps at 3% for an employee starting at the bottom pay rate of each range.
 - A “step” within the proposed General Pay Plan is not intended to create an anticipated dollar amount to be received by an employee.
- Each Pay Grade is separated by 5% to create a difference in pay between positions valued by the organization differently, as well as to reduce current or future compression between staff or supervisors who are placed on different ranges.
- New employees will be required to obtain certifications, licensing, or specific skills required for their specific job description within an “introductory period” of their employment (typically 6 months).

B. Merit Increases (dependent on budget approval)

- 3% merit Increases for those meeting job expectations
 - Merit increases of less than 3% may occur on the recommendation of a Department Head with Human Resources and Management approval.
 - An employee who receives less than a 3% merit increase is expected to be simultaneously receiving or already have received a corrective action that includes an improvement plan for the employee.
- Local Merit Survey: Human Resources conducted a survey between March 3 – 7, 2025 from surrounding entities and requested their “typical or standard merit” increases that are in policy or are applied in a routine manner. The following responses **do not** include the application of COLA, incentives, market adjustments, steps, etc.:

Davis County		Misc. Responses	
▪ 5%	Bountiful City	▪ 2.9%	Cottonwood Heights
▪ 3.1%	Kaysville City	▪ 3.5%	Heber City
▪ 3%	Layton City	▪ 3%	Orem City
▪ 3%	North Salt Lake City	▪ 2%	West Point City
▪ 2% - 4%	Farmington City		
▪ 0% - 5%	Syracuse City		
▪ 2% - 3%	Centerville		
0% - 3% Clearfield City			

- The above responses that include a merit range allow for a level of fluctuation based on performance (typically provided at highest percentage).

C. Cost of Living Adjustments (dependent on budget approval)

- The city will use the annual COLA that is set by URS each January (2.9% this year).
 - The city believes that selecting and utilizing a single third-party economic indicator to set the proposed COLA will create transparency, trust, and an understanding of expectations if used consistently.
 - To ensure a consistent and transparent application of COLA, the city should avoid modifying the URS COLA up or down based on fluctuations between January of each year and the adoption of the city budget. Real or perceived changes between January and the adoption of the city budget will be resolved with the subsequent URS COLA.
 - URS was selected as the third-party economic indicator as they are a local indicator and are the same entity that will be setting the COLA for future employee pensions.
- Historic URS COLA data:

10-Year Historic Utah Retirement Services COLA Rates				
Year	Rate		Year	Rate
2024	2.9%		2019	1.8%

2023	4.1%		2018	2.4%
2022	8%		2017	2.1%
2021	4.7%		2016	1.3%
2020	1.2%		2015	0.1%
<i>The URS rate is very similar to the Social Security data.</i>				

- The city may also adopt the URS COLA cap of 4% per year, with the difference to accumulate and carry over in subsequent years when the annual increase is less than 4%.

D. Market Adjustment (dependent on budget approval)

- At the direction of management, the Human Resources Department will periodically conduct a review of the local market to ensure both ranges and pay are within the “Acceptable Comparison Ratio Range” of 45%-60% of the local market median.
 - This may be a complete market analysis of all positions or partial analysis and is expected to occur every 2 years or as deemed necessary by management.
- The consistent application of a COLA that is derived from a third-party agency on a single consistent date, year after year, is anticipated to eliminate or create less need for drastic market adjustments to pay ranges.
 - Fluctuations in the local employment market may impact certain positions greater than the adopted URS COLA from time to time. The city will review those limited and unique situations as they arise.

E. FY26 Equity Adjustments

i. Placing All Full-Time Employees on a Range Equal to the Local Market

- The proposed pay plan will place all employees on a grade with a pay range that begins at the market median rate and ends within the “Acceptable Comparison Ratio Range” of 45%-60% of the median market rate.
 - To bring all employees to the bottom of their respective ranges and within the “Acceptable Comparison Ratio Range” of 45%-60% of the median market rate, the city identified 10 full-time employees that would qualify for a one-time additional “catch-up” increase to the bottom of their positions range:

10 Full-Time Employee Average “Catch-Up” Adjustments		
Average Delta to Bottom of New Range After a 5.9% Increase	Grade Level and Number of Individuals Per Grade	Total Annual Fiscal Impact
\$1.78	G1-(4) G4-(2) G6-(1) G8(1) G9-(2)	\$35,505.00*

* This number will be reduced based on the anticipated step and grade increases some of the 10 identified employees may receive prior to July 2025.

ii. FY26 Pause of Merit Increases to Select Full-Time Employee

- The city has identified seven individual employees that have been determined to have accelerated through their pay-scale at a rate non-commensurate with their experience and tenure within their current position.
 - The reason for the accelerated rate of progression appears to primarily be the result of previously being placed too high in their respective grades from the onset

of the 2022 Step and Grade pay plan and then receiving multiple aggressive and market leading increases based on the 2022-2024 Step and Grade pay plan.

- To address each of the above-described inequities, the city has created a “FY26-Equity Adjustment Formula” that is intended to stall the progression of those employees already determined to have accelerated through their pay scale at a rate non-commensurate with their experience and tenure in their current position.
 - **FY26-Equity Adjustment Formula:**
 - (1) Employees shall not receive a merit increase if the city has determined that the employee:
 - (a) has been in their current position with the city for less than 10 years and receiving a merit increase would result in their reaching 75% of their current range, or
 - (b) is already at or beyond 75% of their current range and they have less than 10 years of experience in their current position with the city.
 - (2) Employees that do not qualify for a merit increase will still receive a COLA increase.

Impact of 7 Full-Time Employees Receiving No Merit Increase		
Average Merit Savings per Employee	Grade Level and Number of Individual Not Receiving a Merit Increase	Total Annual Fiscal Savings
\$2,632.71	G9-(7) & G15-(2)	\$18,429.00

- Human Resources will meet with the 7 full-time employees that do not receive a merit increase, along with their Department Head, to review the salary data and communicate directly to each employee affected.
- Total Fiscal Impact of the FY26-Equity Adjustment Formula

Total Fiscal Impact of the FY26-Equity Adjustment Formula	
Increase of “Catch-Up”	\$35,505.00
Savings of No Merit	\$18,429.00
TOTAL COST	\$17,076.00*

** This number will be reduced prior to July 2025. Staff are aware that some of the 10 employees currently calculated to receive an additional “catch-up” increase to the bottom of their new Grade will likely receive a step and grade increase prior to July 2025, which will them make them ineligible to receive a “catch-up” increase at all. Further, staff will continue to identify and vet additional methodologies that result in reductions that will reduce or eliminate the currently reflected fiscal impact.*

2. Part-Time Employees

i. Elimination of Current Step and Grade for Part-Time Employees

- Part-time employees (with the exception of the above mentioned 6 part-time employees) will be placed in a Part-Time Pay Plan that has multiple “Grades,” each with a “12-Step Pay Range.”
 - The pay range for each Grade is considered unique to the city (less than two matching benchmarks per job description) and has a pay range that is set by the

city after a careful review of internal equity and the value the organization places on said positions.

- Each of the 12 steps within the pay Grade equals a \$0.50 increase.
- Each pay Grade is set with a 7% separation to create a difference in pay between Grades, as well as to reduce current or future compression between staff or supervisors on different ranges.
 - The Part-Time Pay Plan has a greater percentage difference (7%) in pay between Grades than the General Pay Plan (5%) due to the value each position has been determined to have for the organization, as well as to support internal equity between positions.
- New Employees will be required to obtain those required certifications, licensing, or specific skills required for their specific job description within a period of time unique to each part-time position.

ii. Part-Time Employees 90% Through their Pay Range of Topped Out

- The implementation of the above will reduce the ongoing fiscal impact part-time employees have recently had on the city.
- The implementation of the above results in the following part-time employees being at or above **90%** of their eligible pay range (or topped out):

Part-Time Employees 90% Above Eligible Pay Range or Topped Out	
# of PT-EE	Department/Division
52	Aquatics
4	Arts
3	Recreation
2	PD-Crossing Guards
2	Community Development

IV. Fiscal Sustainability

A. Intentional and Meeting the Market

Since 2022, the city's wages have increased on average of 9.9%, with an increase of 11.9% alone in FY25. However, due to the bifurcated manner in which increases were provided to employees, (General Pay Plan vs. Step and Grade Pay Plan) not all employees received the percentage increases listed above. While the basis for the prior increases may have been justified and needed to address numerous different pay, recruitment, or retention-related issues within the city at that time, the long-term sustainability of continuing in such a manner is not feasible without significant changes in how the city operates or the level of services we provide. As such, the above-described Updated Clearfield City Compensation Strategy is purposefully more conservative than our existing practices and is intended to be transparent, fair, and fiscally responsible while meeting the city council's direction to have our employees meet the market.

B. Data Driven Projections

The following is a 10-year projection of wages (in millions). It is important to note that this graph and the data is only wages, and that a "fully loaded" employee will cost approximately

26% more than what is presented. The data used for the graph is based on the following scenarios: (1) Increasing at 11.9%, the same rate as last year, (2) Increasing at 9.9%, the average wage increase since 2022, and (3) Increasing at 5.5%, a speculated average wage increase based on a 3% merit increase, plus an average COLA of 2.5%.*



***THE RATE OF THE COLA IS VARIABLE**

An obvious variable in the Wages Only 10-Year Projection is the assumption of a 2.5% COLA for the next 10 years. However, if we remove the record high years of FY21 (4.1%), FY22 (8%), and FY23 (4.7%), the average URS COLA increase would have been 1.68%.

CORRESPONDING POLICY PRIORITIES

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

HEDGEHOG SCORE

A hedgehog score of the proposed Updated Clearfield City Compensation Strategy was not performed since this task was performed at the direction of the council.

FISCAL IMPACT

The fiscal impact on the city budget to implement the proposed Updated Clearfield City Compensation Strategy is estimated to be:

\$ 726,700 (Wages Only)
 + **\$ 188,842** (URS/ WC/TAX)
TOTAL: \$ 923,096

ALTERNATIVES

Subject to alternative direction, staff believes the following to be viable alternatives:

1. Direct Staff to proceed with and implement the Updated Clearfield City Compensation Strategy, as proposed.
2. Direct Staff to proceed with and implement the Updated Clearfield City Compensation Strategy, with alternative direction/language.
3. Direct Staff not to proceed with following the Updated Clearfield City Compensation Strategy and continue with the compensation plans in place.
4. Direct staff otherwise.

SCHEDULE/TIME CONSTRAINTS

The city is legally required to adopt a Fiscal Year 2026 Budget. In order to meet all statutory deadlines, the following schedule is anticipated:

- April 22 – Review Tentative Budget and Decision Scenarios
- April 29 – Review Tentative Budget
- May 13 – Review & Adopt Tentative Budget
- June 24 – Adopt budget if no property tax adjustment
- Aug 26 – Last date to adopt budget if property tax adjustment

It is imperative that the fiscal impact of the city's compensation strategy is known as early as possible to address the overall needs of the city's budget and allow for timely decision making.

LIST OF ATTACHMENTS

- None



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: March 18, 2025
Subject: Fiscal Year 2026 Proposed Budget-Operational and Capital Expenses

Recommended Action

Review and discuss the presented budget information, providing feedback and direction to staff for further refinement.

Description / Background

The second budget work session will center on larger operational and capital expenses, including vehicles, equipment, one-time and larger ongoing expenses.

At this stage, with many key decisions and numbers still pending, the draft budget isn't ready for Council distribution. Instead, this session aims to gather Council input to guide staff in finalizing the budget and ensuring fiscal sustainability. We expect to have sufficient data and analysis for final decisions by mid-April.

If needed, we can continue these discussions on March 25. Below is a tentative schedule of future meetings and budget topics to address.

Future Meetings:

- March 25 – Enterprise Funds and Rates
- April 1 – CDRA
- April 22 – Tentative Budget and decision scenarios
- April 29—Adopt Tentative Budget

Hedgehog Analysis

The budget is legally required, a high priority, and an essential task. Within the process of budgeting, however, the hedgehog analysis could be utilized to compare requests, programs, projects, etc. that compete for the same limited resources.

Corresponding Policy Priorities

The budget serves as the foundation for advancing our organization's core policy priorities. It provides the resources needed to deliver quality municipal services, enhance Clearfield's image, livability, and economic vitality, and sustain a highly motivated, well-trained workforce. Each financial decision



reflects our commitment to these goals, ensuring that funding aligns with the Council's vision for the community.

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

Schedule / Time Constraints

The Tentative Budget must be approved on or before the first scheduled meeting in May, and the final budget must be approved by June 30 if there is no truth in taxation hearing. With a truth in taxation hearing, the last opportunity to adopt the final budget is August 31.

Alternatives

Budgeting for FY26 is essential to meet our operational and strategic obligations. While there is no option to forgo a budget, numerous possibilities exist for allocating resources, each reflecting different priorities and approaches to achieving the Council's goals.