



CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
March 24, 2026 - POLICY MEETING

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

55 South State Street
Third Floor
Clearfield, Utah

7:00 P.M. POLICY MEETING

CALL TO ORDER:

Mayor Mark Shepherd

OPENING CEREMONY:

Pledge of Allegiance
Solemn Moment of Reflection
Council Member Wurth

APPROVAL OF MINUTES:

February 10, 2026 – work meeting
February 10, 2026 – policy meeting

February 24, 2026 – work meeting
February 24, 2026 – policy meeting

PUBLIC HEARINGS:

1. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP), THE AMENDED 2025-2029 CONSOLIDATED PLAN/ANNUAL ACTION PLAN, AND THE AMENDED CITIZEN PARTICIPATION PLAN**

BACKGROUND: Clearfield City is an entitlement community with the U.S. Department of Housing and Urban Development (HUD) and receives federal funding through the CDBG Program to support low/moderate income households and neighborhoods. Each year, the City must prepare an Annual Action Plan (AAP) outlining the goals, funding priorities, and projects for the upcoming year. The AAP must match the City's Consolidated Plan and is reviewed during public hearings. For July 1, 2026, to June 30, 2027, the City expects about \$200,000 in CDBG funding. The committee has recommended the following allocations: 15% for public services, 20% for Administration, and 65% for facility, park, neighborhood improvements, or housing rehabilitation. The City will also amend the 2025-2029 Consolidated Plan/AAP by moving \$26,000 from prior years (FY2019 and FY2022) to a current project to install an elevator at City Hall. In addition, the Citizen Participation Plan will be updated to change how public notices are published. A 30-day comment period is required for the 2026-2027 AAP, the amended 2025-2029 Consolidated Plan/AAP, and the amended Citizen Participation Plan. Anyone interested in reviewing and/or commenting may do so between March 25, 2026, through April 27, 2026.

RECOMMENDATION: Receive public comment.

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT REGARDING THE AMENDING OF UTILITY RATES AND FEES, BUSINESS LICENSE FEES, PLANNING AND ZONING FEES, BUILDING PERMIT AND DEVELOPMENT FEES, AND CEMETERY FEES IN CLEARFIELD CITY'S CONSOLIDATED FEE SCHEDULE

BACKGROUND: Staff from the Finance, Parks & Recreation, and Community Development departments have reviewed information in the Consolidated Fee Schedule and are proposing changes to fees and some other information.

RECOMMENDATION: Receive public comment.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING MAP AMENDMENT TO REZONE THE PROPERTIES LOCATED AT APPROXIMATELY 240 EAST 1700 SOUTH (TINs: 12-073-0133 & 12-073-0109) FROM C-2 (COMMERCIAL) AND A-1 (AGRICULTURE) TO C-2 (COMMERCIAL), R-3 (RESIDENTIAL), AND R-1-6 (RESIDENTIAL) TO ALLOW FOR A MIXED USE DEVELOPMENT

BACKGROUND: The rezone request includes two parcels along Antelope Drive. The west parcel is about 1 acre and is zoned C-2 (Commercial). The east parcel is about 1.6 acres, zoned A-1 (Agricultural), and sits behind the west parcel. The proposal would keep about 0.99 acres along Antelope Drive zoned C-2. Part of the rear (flag-shaped) parcel would also be rezoned from A-1 to C-2, extending about 240 feet back from the frontage. Behind that area, about 1.13 acres would be rezoned to R-3 (Residential). A concept plan shows 18 townhomes, which is the maximum allowed density in the R-3 zone (16 units per acre). At the far south end, about 0.45 acres would be rezoned to R-1-6 for single-family homes with minimum 6,000 square foot lots. The plan includes a public street connecting east and west, with two single-family lots along the south side. This street follows the City's Transportation Master Plan, which aims to eventually extend 1800 South to Chelemes Way. However, this full connection is not expected at this time and may depend on future development to the east.

RECOMMENDATION: Receive public comment.

4. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING MAP AMENDMENT REQUEST TO REZONE THE FRONT PORTION OF THE PROPERTY LOCATED AT APPROXIMATELY 260 WEST 1700 SOUTH (TIN: 12-065-0156) FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL)

BACKGROUND: The subject property is zoned R-3 (Residential) and currently has two (2) multifamily structures and a commercial storage facility on the property. Based upon staff research, the multifamily buildings were constructed in 1945. Approximately forty (40) years later, the commercial storage facility was built on the front of the property along Antelope Drive. The purpose of this rezone request is to aid in the future subdivision and redevelopment of the front portion of the site with a new commercial use that would replace the existing commercial storage facility. The rear portion of the site with the multifamily buildings would remain with the zoning designation of R-3.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

5. OPEN COMMENT PERIOD

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

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

6. CONSIDER APPROVAL OF ORDINANCE 2026-05 APPROVING THE ZONING MAP AMENDMENT TO REZONE THE FRONT PORTION OF THE PROPERTY LOCATED AT APPROXIMATELY 260 WEST 1700 SOUTH (TIN: 12-065-0156) FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL)

RECOMMENDATION: Approve, Table, or Deny Ordinance 2026-05 approving the zoning map amendment to rezone the front portion of the property located at approximately 260 West 1700 South from R-3 (Residential) to C-2 (Commercial) and authorize the mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF ORDINANCE 2026-06 APPROVING A ZONING MAP AMENDMENT TO REZONE THE PROPERTIES LOCATED AT APPROXIMATELY 240 EAST 1700 SOUTH (TINs: 12-073-0133 & 12-073-0109) FROM C-2 (COMMERCIAL) AND A-1 (AGRICULTURAL) TO C-2 (COMMERCIAL), R-3 (RESIDENTIAL), AND R-1-6 (RESIDENTIAL) TO ALLOW FOR A MIXED USE DEVELOPMENT

RECOMMENDATION: Approve, Table, or Deny Ordinance 2026-06 approving a zoning map amendment to rezone the properties located at approximately 240 East 1700 South (TINs: 12-073-0133 & 12-073-0109) from C-2 and A-1 to C-2, R-3, and R-1-6 to allow for a mixed use development, and authorize the mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF ORDINANCE 2026-07 AMENDING THE UTILITY RATES AND FEES, BUSINESS LICENSE FEES, PLANNING AND ZONING FEES, BUILDING PERMIT AND AND DEVELOPMENT FEES, AND CEMETERY FEES IN THE CITY'S CONSOLIDATED FEE SCHEDULE

RECOMMENDATION: Approve Ordinance 2026-07 amending the utility rates and fees, business license fees, planning and zoning fees, building permit and development fees, and cemetery fees in the City's Consolidated Fee Schedule and authorize the mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF RESOLUTION 2026R-05 AUTHORIZING THE INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT FOR THE DEPOT STREET BIKE LANES AND SHARED USE PATH

BACKGROUND: The county has awarded the City \$219,000 as reimbursement for the construction of the Depot Street bike lanes and shared use path using their Prop 1 funding source. The project is identified in the North Davis Active Transportation Implementation Plan. With the UTA Double Tracks project under design, the City is working with UDOT/UTA to have the shared use path included with the project as a betterment that the City will pay for. Latest estimates from UDOT suggest the trail will cost about \$380,000, but staff is working to bring that cost down.

RECOMMENDATION: Approve Resolution 2026R-05 authorizing the Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement for the Depot Street bike lanes and shared use path and authorize the mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF RESOLUTION 2026R-04 AUTHORIZING THE INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT WITH DAVIS COUNTY FOR FUNDING FOR THE CANAL TRAIL SHARED USE PATH

BACKGROUND: The county has awarded the City with \$363,000 in Prop 1 funding to help build the Canal Trail from 200 South to 300 North. The project was estimated to cost about \$400,000 two years ago. The trail will connect existing portions of the Canal Trail on property owned by the Davis Weber Counties Canal Company. The plans are 90% complete and are waiting for final approval before being advertised. Staff has the money for the trail programmed into the budget for the current fiscal year, so construction can begin soon.

RECOMMENDATION: Approve Resolution 2026R-04 authorizing the Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement with Davis County for funding for the Canal Trail shared use path and authorize the mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

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

Posted on March 19, 2026.

/s/Chersty Titensor, Deputy City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 801-525-2714, giving her 48-hour notice.

The complete public notice is posted on the Utah Public Notice Website - www.utah.gov/pmn/, the Clearfield City Website - ClearfieldCityUT.gov, and at Clearfield City Hall, 55 South State Street, Clearfield, UT 84015. To request a copy of the public notice or for additional inquiries please contact Nancy Dean at Clearfield City, Nancy.dean@clearfieldcityut.gov & 801-525-2700.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 PM WORK MEETING
February 10, 2026

City Building
55 South State Street
Clearfield City, Utah

These meeting minutes were created with the aid of an AI-powered transcription and summarization tool – Otter.ai and ChatGPT. The output was used as a draft and was subject to human review, editing, and fact-checking to ensure accuracy and compliance with city standards before publication. The City Clerk is responsible for the final content of these minutes.

PRESIDING: Mayor Mark Shepherd

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

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Spencer Brimley, IT Manager Jeff Soper, City Attorney Stuart Williams, Community Services Director Eric Howes, Police Chief Kelly Bennett, Public Works Director Adam Favero, Finance Manager Rich Knapp, Community Development Director Stacy Millgate, Community Relations Director Shaundra Rushton, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Braden Andersen – UDOT, Ryan Kitchen – Horrocks Engineering, Ann Williams – HDR, Gray Thomas - HDR

Mayor called the meeting to order at 6:11 p.m.

INTERVIEW OF POTENTIAL CANDIDATE TO FILL VACANCIES ON THE PLANNING COMMISSION

This item was cancelled.

PRESENTATION OF THE PROJECT OVERVIEW AND DISCUSSION OF LAND SWAP FOR THE FRONTRUNNER DOUBLE TRACK PROJECT

Representatives from Utah Department of Transportation (UDOT), Utah Transit Authority (UTA), and HDR presented an overview of the FrontRunner 2x Project. Presenters included Braden Andersen (UDOT), Ann Williams (HDR), and Ryan Kitchen (Horrocks Engineers).

Mr. Andersen explained that the FrontRunner system spans 83 miles with 16 stations and has been in operation for nearly 18 years, serving approximately 48 million passengers. Average weekday ridership is approximately 14,500 passengers, and peak-hour capacity is at approximately 90 percent. The purpose of the FrontRunner 2x Project is to increase frequency from 30-minute peak service to 15-minute peak service and from 60-minute off-peak service to

30-minute off-peak service through strategic double-tracking improvements.

The project includes:

- Eleven double-track segments along the corridor
- One new station in Bluffdale
- Ten new trainsets
- A new maintenance facility

Construction is anticipated to begin as early as 2027, with full project completion targeted by the end of 2030. Design is nearing completion, with finalization anticipated by summer 2026. Federal grant funding is being pursued.

Within Clearfield, approximately 3.8 miles of double track will be constructed, extending from the Clearfield Station northward. Improvements will include retaining walls, culverts, and limited utility relocations. No grade crossing upgrades are required within the City due to existing bridge infrastructure.

The project will require temporary easements and limited right-of-way impacts. A small strip acquisition will be necessary at Train Watch Park. Presenters stated that noise and vibration analyses indicated no mitigation measures would be required.

Mayor Shepherd asked for clarification regarding potential impacts to the Hidden Glen Mobile Estates mobile home park. Mr. Andersen explained that certain mobile homes and structures currently encroach into the UTA right-of-way. Mr. Kitchen stated that two trailers appear to encroach into the UTA right-of-way, while most other encroachments involve sheds and accessory features. The project team anticipated coordinating with the property owner to adjust encroachments and there was potential for the relocation of trailers within the same park footprint.

Councilmember Thompson raised concerns regarding displacement of residents and referenced prior public response in similar situations. Councilmember Thompson emphasized the importance of protecting affordable housing residents and understanding potential impacts to pre-1985 HUD-regulated units that might not be movable. Mayor Shepherd stated the intent would be to shift units within the park footprint rather than remove them from the location.

Ann Williams indicated the project team had initiated communication with the mobile home park owner and would continue discussions to minimize impacts and remain sensitive to residents.

JJ Allen, City Manager reported that between SR-193 and the County Health Building area, UTA required right-of-way from the City, and the City required right-of-way from UTA. Staff was working toward an equal land swap to simplify the exchange.

Mr. Kitchen noted that right-of-way documentation and appraisals were still underway, and the project team was not yet prepared to formally present the land swap proposal to the Council. A future presentation will be scheduled once documentation was finalized.

The Mayor thanked the presenters for the informational update.

ARTIFICIAL INTELLIGENCE - POLICIES AND POTENTIAL APPLICATIONS

JJ Allen, City Manager, introduced a discussion regarding the City's Artificial Intelligence (AI) policy and potential departmental applications. The policy had been rolled out internally and focused on ethical and responsible use, data protection, and compliance standards.

Kelly Bennett, Police Chief, outlined key elements of the policy:

- AI was intended to enhance efficiency but not replace human judgment.
- Sensitive data (including personally identifiable information) may only be entered into CJIS-compliant platforms.
- The City utilized Microsoft Copilot 365 for CJIS-compliant uses.
- Public AI platforms such as ChatGPT, Gemini, and Grok may not be used with sensitive data.
- Employees were prohibited from creating unauthorized AI accounts.
- All AI-generated content must be reviewed by staff before use.

Police reports now included a required disclosure statement indicating partial AI assistance. Officers used AI primarily for grammar and clarity review, not substantive report generation.

Chief Bennett emphasized that law enforcement AI usage was subject to audit and regulatory oversight. Pending state legislation may impose additional reporting requirements regarding AI usage.

Police Department Applications

Current and potential AI applications in the Police Department include:

- Report clarity review using Copilot 365
- License plate reader systems (plate and vehicle data only)
- Digital evidence search tools (with warrant authorization required)
- Crime fusion center intelligence analysis
- Potential AI-assisted video review and search tools
- Virtual reality training scenarios
- Future integration within Computer Aided Dispatch and Records Management Systems

Chief Bennett emphasized that any search of digital devices continued to require judicial warrants and that AI tools did not bypass constitutional protections. Councilmember Peterson asked about warrant processes related to digital evidence. Chief Kelly confirmed that probable cause affidavits and signed warrants remain required prior to device searches.

Councilmember Thompson asked about potential impacts to GRAMA request processing costs if AI tools were implemented. Nancy Dean, City Recorder, explained that redaction work was billed based on employee time and that any AI-related cost recovery would need to consider

software expenses and statutory parameters.

Legal Department

Stuart Williams, City Attorney discussed AI's potential for legal research and drafting assistance but expressed caution regarding litigation risks and confidentiality concerns. Mr. Williams reported receiving AI-generated complaints and noted the likelihood of future case law addressing AI-generated content.

Potential applications discussed included:

- Legal research tools
- Domestic violence case tracking enhancements
- Chatbot services for public interaction

Administrative Departments

Finance and IT staff currently used AI tools for data analysis and coding support. IT staff had used AI to assist with system troubleshooting and programming efficiencies.

Courts staff utilized translation tools for limited communication purposes and were exploring additional ADA-compliant language access tools such as Linguistica. Staff noted increasing ADA compliance requirements and associated costs.

Communications staff reported implementation of accessiBe, an AI-driven website accessibility tool, to improve ADA compliance. The system dynamically adjusted website presentation for various accessibility needs. Staff reported significant efficiency gains and noted compliance deadlines in 2026–2027.

Economic Development and Emergency Management

Spencer Brimley, Assistant City Manager, outlined potential AI-based market analysis tools used by regional partners but noted these were currently cost-prohibitive for the City. Emergency Management applications were acknowledged as complex and evolving.

Council Discussion and Direction

Mayor Shepherd asked whether staff sought direction or whether the presentation was informational. Mr. Allen indicated the discussion was informational and part of ongoing evaluation. The Council indicated no immediate action was required.

Mayor Shepherd suggested consulting regional contacts to determine which AI tools had been effective or unsuccessful in other municipalities.

Councilmember Thompson stated the informational update was sufficient and did not request additional follow-up at the time.

Councilmember Wurth moved to adjourn at 7:00 p.m., seconded by Councilmember Thompson.

RESULT: Passed [5 TO 0]

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

NO: None

APPROVED AND ADOPTED

This day of 2026

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, February 10, 2026.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY MEETING
February 10, 2026

City Building
55 South State Street
Clearfield City, Utah

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PRESIDING: Mayor Mark Shepherd

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

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

VISITORS: Jenna Nelson, Michael Christensen

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

Councilmember Peterson led the opening ceremonies.

APPROVAL OF MINUTES

January 27, 2026 – work meeting
January 27, 2026 – policy meeting

Councilmember Wurth moved to approve the January 27, 2026 work and policy meeting minutes, seconded by Councilmember Peterson.

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

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

NO: None

OPEN COMMENT PERIOD

There were no public comments.

APPROVAL OF RESOLUTION 2026R-03 REAPPOINTING COUNCILMEMBER NIKE PETERSON AS CLEARFIELD CITY'S REPRESENTATIVE ON THE ADMINISTRATIVE CONTROL BOARD FOR WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

The Council considered approval of Resolution 2026R-03 reappointing Councilmember Nike Peterson as Clearfield City's representative on the Administrative Control Board of Wasatch Integrated Waste Management District.

Mayor Shepherd expressed appreciation for Councilmember Peterson's service and noted her willingness to continue serving.

Councilmember King moved to approve Resolution 2026R-03 reappointing Councilmember Nike Peterson as Clearfield City's representative on the Administrative Control Board of Wasatch Integrated Waste Management District for a 4-year term with an expiration date of December 31, 2029 and authorize the mayor's signature to any necessary documents, seconded by Councilmember Wurth.

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

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

NO: None

COMMUNICATION ITEMS

MAYOR'S REPORT

Mayor Mark Shepherd

- Mayor Shepherd reported on a recent meeting with the Combat Anti-Semitism Movement, which included representatives from the United Jewish Federation of Utah and its security team. He stated that some regional mayors were in attendance. The discussion focused on anti-Semitic activity, online monitoring efforts, and regional awareness of hate-based incidents. He reported that representatives provided information about tracking threats, monitoring online activity, and coordinating responses when credible threats arose. Mayor Shepherd noted the importance of recognizing hate-based activity and understanding the distinction between protected speech and criminal conduct.

CITY COUNCIL'S REPORTS

Councilmember Nike Peterson

- Councilmember Peterson reported no new updates regarding Wasatch Integrated Waste Management District.
- Councilmember Peterson also reported attending the first event of the America 250 Committee held at Weber State University. The event featured a lecture on Thomas Paine and the pamphlet *Common Sense*. Councilmember Peterson stated the lecture addressed themes of civic engagement and public expression during periods of unrest and noted upcoming opportunities for volunteer service and public engagement through the America 250 initiative.

Councilmember Dakota Wurth

- Nothing to report.

Councilmember Megan Ratchford

- Nothing to report.

Councilmember Danielle King

- Councilmember King reported receiving departmental tours from the Public Works and Parks and Recreation Directors. Councilmember King expressed appreciation for staff professionalism and dedication.
- Councilmember King also reported that Communities That Care identified a gap in parent voice data related to prevention and protective factors for youth in Davis County. A parent survey is being developed and will be distributed in March. Commissioner King requested that Clearfield City assist with posting and promoting the survey at City Hall, the library, and other locations to encourage participation from Clearfield and North Davis parents. The survey results will be used to evaluate and prioritize prevention programs.

Councilmember Karece Thompson

- Nothing to report.

CITY MANAGER'S REPORT

JJ Allen, City Manager

- City Manager JJ Allen reminded the Council that City offices would be closed for Presidents' Day and wished everyone a Happy Valentine's Day and Presidents' Day.

STAFF REPORTS

Nancy Dean, City Recorder

- Ms. Dean reported that no meetings were scheduled for the following week. Work and Policy Meetings were scheduled for the subsequent week, along with a Work Meeting on March 3, 2026.

Councilmember Thompson moved to adjourn at 7:15 p.m., seconded by Councilmember Peterson.

RESULT: Passed [5 TO 0]

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

NO: None

**APPROVED AND ADOPTED
This day of 2026**

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, February 10, 2026.

/s/ Nancy R. Dean, City Recorder

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 PM WORK MEETING
February 24, 2026

City Building
55 South State Street
Clearfield City, Utah

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PRESIDING: Mayor Mark Shepherd

PRESENT: Mayor Mark Shepherd, Councilmember Karece Thompson, Councilmember Megan Ratchford, Councilmember Dakota Wurth, Councilmember Danielle King

ABSENT: Councilmember Nike Peterson

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Spencer Brimley, City Attorney Stuart Williams, Community Services Deputy Director Curtis Dickson, Police Chief Kelly Bennett, Public Works Director Adam Favero, Finance Manager Rich Knapp, Finance Department Lee Naylor, Community Development Director Stacy Millgate, Building Official Beth Dean, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

Mayor Shepherd called the meeting to order at 6:04 p.m.

DISCUSSION OF AMENDMENTS TO TITLE 1, CHAPTER 16 - ADMINISTRATIVE CODE ENFORCEMENT

Stacy Millgate, Community Development Director, presented proposed revisions to Title 1, Chapter 16 related to code enforcement and property abatement procedures. Ms. Millgate explained that many of the proposed changes were intended to clarify language, improve consistency, and update terminology used within the ordinance. Staff proposed replacing the term “code enforcement” with “code compliance” throughout the chapter to better reflect the City’s goal of helping property owners achieve compliance rather than focusing solely on enforcement actions. Staff also proposed changing the terminology used to identify responsible individuals from “person” to “party.” Ms. Millgate explained that several revisions were based on practical experiences encountered during enforcement cases over the past year, including property abatements and nuisance situations. These experiences highlighted areas of the code that required clarification or additional language.

Stuart Williams, City Attorney, stated that earlier versions of the code used a “Notice of Violation” system similar to a citation. The City later shifted to a “Request for Compliance” (RFC) process to allow property owners time to correct violations before enforcement actions occurred. Staff discussed the current RFC notices, noting that the notices contained extensive

explanatory language required by prior code provisions. Staff proposed simplifying the notices and relocating detailed fee language to the Consolidated Fee Schedule to make notices easier for residents to read and understand. Mayor Shepherd suggested replacing some of the lengthy written explanations with a visual timeline or flowchart illustrating the compliance process and deadlines. Mr. Williams agreed that the existing notices had become overly lengthy and could be simplified while still meeting legal requirements. Staff also clarified updates related to administrative hearings, recording of judgments, and timelines for compliance. The proposed revisions were intended to ensure enforcement actions occurred within appropriate legal timeframes. Councilmembers discussed the importance of maintaining community standards while ensuring that residents had clear notice and opportunities to correct violations before penalties or liens were applied.

Following the ordinance discussion, councilmembers discussed current code enforcement practices within the City. Mayor Shepherd stated that the City had previously used a highly proactive enforcement model in which staff regularly drove neighborhoods looking for violations. The City later shifted to a complaint-based approach in which staff only responded to reported violations. Mayor Shepherd stated that staff had recently adopted a balanced approach in which officers responded to complaints while also addressing nearby violations within the same neighborhood to ensure consistent enforcement. Ms. Millgate reported that code enforcement officers frequently work with property owners by providing extensions when necessary to allow additional time for compliance. Councilmembers discussed the use of tax liens when the City performed abatement work and incurred costs on behalf of property owners.

FISCAL YEAR 2027 PROPOSED BUDGET-STAFFING CHANGES, COMPENSATION, AND MAJOR CAPITAL

Rich Knapp, Finance Manager, presented an overview of the Fiscal Year 2027 budget planning process. He explained that the presentation represented a preliminary draft based on priorities identified during the City Council retreat. Mr. Knapp stated that the purpose of the presentation was to review staffing changes, compensation assumptions, and capital projects. Staff would present additional information in future meetings regarding revenues, operating expenses, enterprise funds, and Community Development and Redevelopment Agency (CDRA) items. Mr. Knapp explained that the City would not reach decision-level budget discussions until April 14, when final financial variables and updated projections would be available.

Staff reviewed potential staffing adjustments under consideration. One proposed change would involve promoting the current Inspections Supervisor to the position of Chief Building Official after required certifications were obtained. JJ Allen, City Manager, also reminded the Council that the City previously approved bringing sewer and storm line cleaning operations in-house. Equipment purchases were underway, and staffing for those operations was anticipated to be added in Fiscal Year 2027. Mr. Knapp also summarized staffing adjustments made during the prior fiscal year, which included adding a police lieutenant, police officer, grant-funded mental health officer, and parks maintenance employee while eliminating a planner position and reducing general operating expenses. Mr. Knapp presented compensation planning assumptions for Fiscal Year 2027. Staff estimated the cost of compensation adjustments at approximately \$840,000 across all funds, including approximately \$732,000 from the General Fund. Each one-

percent salary adjustment represented approximately \$102,000 in cost. Mr. Knapp also reported that the Utah Retirement Systems Tier II Public Safety contribution rate was expected to increase by 1.25 percent, creating an estimated cost of \$33,000 to the City. Mr. Allen reported that many neighboring cities had chosen to absorb this additional retirement contribution on behalf of employees to remain competitive in recruiting public safety personnel. Councilmember Ratchford asked whether other cities were both covering the retirement contribution increase and providing standard compensation adjustments. Staff explained that the retirement contribution and salary increases represented separate components of employee compensation.

City Cell Phone Policy and Allowances Discussion

JJ Allen, City Manager, presented a review of the City's cell phone policy and current allowance structure. He explained that the use of mobile phones for City operations had increased significantly over time as staff relied on mobile communication, applications, and authentication tools for daily work functions. Mr. Allen reported that an internal audit identified 46 employees who currently received neither a cell phone allowance nor a City-issued device but who regularly used personal phones for work-related purposes. An additional 29 employees currently receiving a \$25 monthly allowance would be proposed to move to a \$50 monthly allowance under the updated policy. Staff estimated the cost of the proposed changes to be approximately \$33,000 annually in the General Fund. Mr. Allen explained that the proposal would eliminate the \$25 allowance tier and create a more consistent policy by offering either a \$50 monthly stipend or a City-issued phone, depending on the operational needs of the position.

Mayor Shepherd expressed concern regarding the use of City-issued phones and potential liability associated with misuse of City-owned devices. He stated a preference for employees who received a stipend to maintain a separate device for City business rather than mixing personal and work communications on the same phone. Councilmember Wurth expressed a different perspective, noting that requiring employees to carry multiple devices could create logistical challenges and might discourage employees from responding to work communications. Councilmember Wurth stated that providing a stipend for employees who used their personal phones for work purposes might be the most practical approach for many positions. Mayor Shepherd reiterated concerns about providing stipends when employees might only occasionally receive work-related calls and emphasized the importance of ensuring that allowances were provided only to employees who regularly used phones for work purposes. Mr. Allen clarified that the employees identified in the audit regularly used their phones for work-related tasks and communications, often on a daily basis.

Kelly Bennett, Police Chief, explained that police officers frequently relied on mobile devices to perform essential duties, including photographing evidence, accessing department systems, and utilizing two-factor authentication for secure systems. Chief Bennett reported that officers also used phones to connect to body-worn camera systems, access secure law enforcement applications, and perform other functions required for daily operations. Because of security and Criminal Justice Information Services (CJIS) requirements, the Police Department would require City-issued phones for sworn officers rather than allowing the use of personal devices. Chief Bennett stated that issuing department-controlled phones would allow the City to install required mobile device management software and maintain proper security controls. The goal would be

to separate officers' personal communications from official law enforcement communications. Mayor Shepherd agreed with issuing dedicated phones for police officers.

Councilmember Ratchford asked whether the City received discounted device pricing through government contracts. Staff reported that the City participated in a state contract through AT&T that allowed devices to be purchased for minimal cost, with service plan costs still under evaluation. Councilmember Ratchford also asked whether phones could be shared among employees in certain departments, like a radio check-out system. Mr. Allen responded that such an approach might be possible for some operational crews, though it might not work for positions that required continuous access to mobile applications or authentication systems. Councilmember Wurth reiterated support for a stipend-based approach for employees who are regularly required to use their personal phones for work.

Following discussion, the City Council provided general direction to staff to proceed with refining the cell phone policy with the following considerations:

- Maintain a stipend option for employees who regularly use personal phones for City business.
- Issue City-owned phones where operational or security requirements require them, particularly within the Police Department.
- Eliminate the \$25 allowance tier and move toward a consistent \$50 allowance structure where stipends were appropriate.
- Ensure eligibility criteria focus on positions that regularly require phone usage for work purposes, rather than occasional communication.
- Continue evaluating cost structures and service plans before finalizing implementation.

Staff indicated they would continue refining the policy and return with additional recommendations, if necessary.

CAPITAL PROJECTS

Mr. Knapp introduced the historic and proposed FY27 budget for Capital Projects. The discussion also included preliminary information regarding a potential Transportation Utility Fee (TUF), which staff was studying as a long-term funding mechanism for street maintenance. Adam Favero, Public Works Director, explained that the pavement condition goals selected by the City Council would influence the amount of revenue required from the TUF. The higher the desired pavement condition score, the greater the funding needed to maintain the road network. Mr. Knapp explained that the City currently collected approximately \$750,000 annually through an existing utility fee dedicated to street funding. If a TUF was implemented, it would likely replace the existing fee and would need to generate at least equivalent revenue. Mr. Allen noted that other cities had adopted TUF fees ranging from approximately \$4 to \$15 per month depending on their maintenance goals and infrastructure needs. Mr. Favero emphasized that historically the City's street maintenance program had been driven primarily by available funding rather than by a defined pavement condition goal. The ongoing TUF study would help determine the funding required to maintain the roadway network at a desired service level.

Councilmember Thompson moved to adjourn and reconvene in City Council policy

meeting at 6:55 p.m., seconded by Councilmember Wurth.

RESULT: Passed [5 TO 0]

YES: Councilmember Thompson, Councilmember Ratchford, Councilmember Wurth, Councilmember King

NO: None

ABSENT: Councilmember Peterson

Mayor Shepherd reconvened the work meeting at 7:42 p.m.

Street Reconstruction Projects and Pavement Management Discussion

Adam Favero, Public Works Director, presented an overview of proposed street reconstruction projects and long-term pavement maintenance planning. The presentation focused on how street conditions were evaluated, how reconstruction projects were prioritized, and how those projects aligned with infrastructure repairs such as water and sewer line replacements. Mr. Favero explained that street reconstruction projects were often coordinated with underground utility work. When water or sewer infrastructure required replacement, the City attempted to complete the utility work at the same time the road was reconstructed in order to avoid future road damage and reduce long-term costs. Mr. Favero reviewed several road segments currently under evaluation or planned for improvement.

200 South – Depot Street to 1000 East

Mr. Favero explained that this segment had previously been scheduled for reconstruction but might need to be rescheduled due to other infrastructure projects in the area. Planned improvements included road reconstruction and utility work. Timing considerations included coordination with nearby construction projects such as the FrontRunner double-tracking improvements and the planned Falcon Hills Drive extension. Mr. Favero explained that completing the project before the nearby construction could reduce traffic during the work period; however, delaying the project until after those projects were completed could prevent damage to a newly reconstructed intersection. Staff were continuing to evaluate the appropriate timing for the project.

Barlow Street – 600 North to 300 North

Mr. Favero reported that this road had experienced repeated water line failures over time, which had significantly damaged the pavement. Prior to splitting the water pressure zones in the area, the roadway experienced numerous water leaks that required repeated repairs. Because of the deteriorated pavement and underlying infrastructure issues, staff recommended installing a new water line along the corridor and reconstructing the road surface. The project would also include replacement or repair of curb, gutter, and sidewalk infrastructure as necessary. Mr. Favero also noted that stormwater improvements were planned near the Ross Park detention basin. The storm drain system would be cleaned and improved to increase efficiency and reduce localized flooding.

1400 South – University Boulevard to Legend Hills

Mr. Favero reported that this roadway had a Pavement Condition Index (PCI) score of approximately 43 and had deteriorated significantly. Core samples of the roadway base were completed and determined that the road structure required a full rebuild rather than a standard milling and overlay treatment. The project would also extend a planned 18-inch water transmission line to support future phases of the City's water master plan. The water line extension was currently stubbed in the area and would be extended during reconstruction. Mr. Allen noted that anticipated development in the area, including the Crush Golf facility and a hotel project, were expected to increase traffic volumes along the roadway. Reconstruction would prepare the road to accommodate future traffic demand.

Sewer Infrastructure Projects

Mr. Favero also provided updates on sewer infrastructure improvements associated with street work. He reported that Phase Two of the sewer line replacement on E Street in Freeport Center was nearing completion and that Phase Three of the project would soon be prepared for bid. The sewer line was identified as undersized and aging, and replacement was recommended to ensure adequate capacity and reliability. Mr. Favero also discussed a potential project involving coordination with Syracuse City and Weber Basin Water Conservancy District regarding a transmission line valve upgrade. The original agreement allowed for approximately 500 gallons per minute of water flow; however, current flows had been observed at approximately 3,000 gallons per minute. Staff were working with regional partners to determine appropriate system upgrades and potential funding responsibilities.

Annual Surface Treatment Program

Mr. Favero reviewed the City's annual roadway surface treatment program. The program applied preventive treatments to roads before they deteriorated to the point requiring full reconstruction. He explained that surface treatments functioned similarly to protective coatings by sealing and protecting the roadway surface. The treatments extended the life of the pavement and reduced long-term reconstruction costs. Without routine surface treatments, roads degraded more quickly and eventually required full reconstruction, which was significantly more expensive. Mr. Knapp noted that approximately \$579,000 had been proposed for surface treatments in the draft budget, although the amount might be adjusted during the budget process. Staff explained that prior budget discussions had established a long-term goal of approximately \$500,000 annually for surface treatments with incremental increases over time.

Pavement Condition Index (PCI) Evaluation System

Mr. Favero presented the City's Pavement Condition Index (PCI) evaluation system, which was used to assess roadway conditions across the City. Mr. Favero explained that the City utilized a pavement scanning system that evaluated each road segment and assigned a numeric score based on condition. The scoring system allowed staff to track deterioration and prioritize maintenance projects. The evaluation was conducted every three to four years across the entire road network. Mr. Favero reported that the City was currently targeting an average network score of

approximately 70 to 75, which represented roads in generally good condition. Maintaining that score required a combination of reconstruction, rehabilitation, and preventive surface treatments. Mr. Favero explained that the desired pavement condition score directly affected long-term funding requirements. If the City chose to maintain a higher system condition score, additional funding would be required to complete maintenance projects earlier. Conversely, accepting a lower score would reduce annual costs but would allow more roads to deteriorate before repairs occurred. Councilmember Ratchford asked whether there were road segments in failing condition. Mr. Favero confirmed that several roadways were currently rated in poor condition, including at least one segment with a PCI score in the low teens. However, many roads in the City remained in good condition due to past maintenance efforts.

PARKS

Curtis Dickson, Deputy Community Services Director, presented several proposed capital projects related to park maintenance, park improvements funded through PARAT revenues, and facility infrastructure upgrades. Mr. Dickson explained that the projects were being reviewed as part of the preliminary Fiscal Year 2027 capital planning process.

PARKS CAPITAL MAINTENANCE PROJECTS

Backflow Preventer Upgrades – Barlow Park and Bicentennial Park

Mr. Dickson explained that several irrigation backflow preventers within the parks system were currently located underground and must be raised above ground to comply with updated code requirements. He reported that the City was currently addressing the backflow system at Fox Hollow Park during the current fiscal year. The proposed projects would complete similar upgrades at Barlow Park and Bicentennial Park to bring the irrigation infrastructure into compliance.

Dugout Shade Improvements – Fisher Park and Steed Park

Mr. Dickson presented a project to install shade covers over the dugouts at Fisher Park and Steed Park. The current dugout areas did not provide sufficient shade during the summer months. He explained that installing shade coverings would improve the usability of the facilities for players and spectators during high temperatures. Mr. Dickson noted that the project had been discussed internally for several years and staff had been attempting to identify funding to complete the improvement.

Electrical Box Replacement – Island View Park

Mr. Dickson presented a proposed replacement of an electrical box located near the pavilion at Island View Park. He stated that the electrical box was significantly deteriorated and that the exterior paint was currently masking underlying structural issues. Mr. Dickson explained that the project would involve removing the existing electrical box and relocating the electrical infrastructure to a location closer to the street to improve safety and reliability. Initial estimates placed the cost of the project near \$20,000; however, Mr. Dickson reported that updated

information indicated the cost could be reduced by approximately 50 percent because the project would not require coordination with Rocky Mountain Power as previously anticipated.

Baseball Field Backstop Protection – Steed Park

Mr. Dickson presented a project to replace the protective material installed along the backstops at the baseball fields at Steed Park. He explained that the existing protective material was similar to heavy conveyor belt material installed along the fencing to protect the structure from repeated ball impacts. The material was installed approximately 15 years ago and had deteriorated over time. Replacing the material would help preserve the fencing infrastructure and maintain the playability of the fields.

Open Space Maintenance Improvements

Mr. Dickson discussed a concept previously presented to the Council related to improving maintenance access and management of certain open space areas within the City. The project would involve modest infrastructure improvements intended to make the areas easier for staff to maintain. Mr. Dickson noted that a specific project scope has not yet been finalized and that staff continued to evaluate potential improvements in coordination with the Parks and Recreation team. He presented a proposal to repurpose an existing dumpster enclosure at the south end of Barlow Park to create a small storage facility for parks and recreation equipment. Staff proposed enclosing the front wall and installing a roof to create a small storage node where staff could keep equipment, irrigation supplies, fertilizers, and programming materials. The storage location would allow staff working in the park to access supplies without returning to the Maintenance Operations Center (MOC), improving operational efficiency. Mr. Allen noted that the enclosure already included three existing cinder block walls, which would reduce construction costs.

PARAT-Funded Park Improvements

Mr. Dickson next discussed a proposed park improvement project funded through PARAT (Parks, Arts, and Recreation Tax) revenues. The project related to improvements at Steed Park, specifically around the pond area. He explained that the project originated from the Steed Park Master Plan completed several years earlier. The proposed improvements include:

- Construction of walking paths around the entire pond
- Installation of a small bridge to connect portions of the trail system
- Expansion of the parking lot serving the park

Mr. Dickson stated that the current parking lot was limited in size and often became insufficient during large events and recreational programming. Mr. Allen added that events such as the Pumpkin Float and National Night Out Against Crime generated significant parking demand in the surrounding neighborhood. Mr. Dickson explained that Phase One of the project would focus on expanding the parking lot. The project would extend parking between 1000 West and the restroom facility and incorporate additional parking along the north side near the pond. Mr. Dickson noted that the expansion would reduce the need to use nearby elementary school parking during large events and would help keep event traffic from overflowing into residential neighborhoods west of the park. Mr. Knapp reported that sufficient PARAT funding would

likely be available in Fiscal Year 2027 to support the project. Councilmember Thompson indicated support for the project and acknowledged the parking challenges at the park. Mr. Dickson noted that Steed Park remained one of the most heavily used parks in the City because it included numerous amenities, including trails, a pond, sports fields, and pickleball courts.

Park Impact Fee Project – All-Abilities Playground

Mr. Dickson then presented an update on the proposed **All-Abilities Playground** project. He explained that staff had consulted with two firms—LRB and Zions—during the process of reviewing proposals for the Impact Fee Facilities Plan and Capital Facilities Plan updates. Staff asked both firms whether park impact fees could be used to fund the proposed playground. Both firms confirmed that the project would qualify for park impact fee funding because it was located within an established park service area. Mr. Dickson reported that the playground design had been updated to incorporate a garden theme, with play structures resembling fruits and vegetables. The project would include specialized rubber safety surfacing designed to match the garden theme. Mr. Dickson noted that the project had received high accessibility ratings from the playground vendor and was expected to provide a high-quality recreational amenity for children of all abilities. The estimated cost for the playground equipment and surfacing was slightly under \$1 million. Staff anticipated requesting approximately \$1.2 million total to include additional improvements such as:

- Perimeter fencing around the playground
- Expanded ADA-accessible parking on the west side of the park
- Curb modifications to improve accessibility

Mr. Dickson explained that an existing shed near the project area would be removed as part of the project. Mayor Shepherd asked whether security cameras would be installed to deter vandalism, noting that nearby facilities had experienced graffiti in the past. Mr. Dickson responded that staff could incorporate camera coverage and potentially additional lighting while ensuring the lighting did not negatively affect nearby residential properties. Mr. Dickson indicated that staff would return to the Council in a future meeting to request approval to proceed with ordering equipment and moving forward with the project.

Mr. Dickson concluded the presentation by reviewing several proposed facility maintenance projects.

Aquatic Facility Boiler Room Infrastructure

Mr. Dickson explained that staff recently identified several issues in the boiler room serving the City's aquatic facility. The expansion tanks used within the boiler system had failed due to ruptured internal bladders and needed to be replaced. Additionally, several circulation pumps and motors that moved heated water through the pool system were experiencing wear and deterioration. He reported that cast iron piping in the system was also deteriorating and flaking internally, creating debris that damaged pumps and motors. Staff proposed replacing the piping with high-density plastic piping like what was recently installed with the facility's heat exchangers. The upgraded piping would provide longer service life and reduce maintenance costs. He noted that the project was recently added to the facilities capital list after staff

discovered the extent of corrosion while completing other maintenance work.

City Hall Lightning Protection System

Mr. Dickson also presented an issue involving the lightning grounding system installed on the roof of City Hall. He explained that a grounding cable ran across the roof to protect the building from lightning strikes. Portions of the cable were currently detached and required repair or replacement. He noted that replacing the entire system could cost approximately \$100,000. Staff were currently working with an electrical contractor and engineer to determine whether the full system replacement was necessary or whether the existing cable could be reattached and maintained at a lower cost. Mr. Allen explained that a significant portion of the cost involved attaching the grounding cable to the roofing membrane without damaging the roof structure.

Aquatic Facility Pool Lighting Replacement

Mr. Dickson also discussed ongoing issues with the lighting system above the City's aquatic facility pools. He explained that the current lighting system represented the third set of lights installed at the facility. The original lights installed during an energy savings contract were expected to last 10–12 years but had failed prematurely. Replacement lights installed later were also sourced from overseas manufacturers whose warranties were no longer being honored due to company ownership changes. Mr. Dickson reported that the current lights frequently flickered or strobed, creating operational problems within the facility. Staff proposed replacing the lighting system with equipment manufactured by Musco Lighting through a state contract to ensure reliability and warranty support. Mr. Dickson stated that staff would prioritize projects based on available funding and may defer lower-priority items if budget limitations required adjustments.

Aquatic Facility Maintenance and Accessibility Equipment

Mr. Dickson continued reviewing capital maintenance needs at the aquatic facility. He explained that the hot tub tile was original and was beginning to fail. Water was leaking between the concrete structure and the tile surface, causing sections of tile to bubble and loosen. Staff had attempted to maintain the area through repeated regrouting during annual facility shutdowns; however, the deterioration has progressed to the point where the tile would likely begin separating from the structure if it was not replaced. Mr. Dickson also noted that several underwater lights in the hot tub had mounting tabs that had rusted and broken, requiring staff to remove sections of tile to access and replace the fixtures. He also discussed the need to replace ADA lift chairs used to assist patrons with disabilities in entering the pools. Mr. Dickson reported that one lift chair had recently been replaced on an emergency basis after it failed. The remaining lift chairs serving the outdoor pool and other pools were nearing the end of their service life and were estimated to cost approximately \$6,000 to \$7,000 per unit to replace. A councilmember asked whether the current lift chairs were original equipment. Mr. Dickson responded that they were not original and were likely replaced approximately 10 to 12 years ago, around the facility's tenth anniversary.

City Hall Exterior Lighting Improvements

Mr. Dickson next discussed a proposed project to replace the bollard lighting at the east entrance of City Hall. He explained that the existing bollards were original to the facility and were experiencing frequent wiring and maintenance issues. Staff were evaluating replacing the bollards with taller lighting poles approximately 10–12 feet in height with multiple light heads, which would provide adequate illumination while reducing the number of fixtures and long-term maintenance needs.

City Hall Sidewalk and Accessibility Maintenance

Mr. Dickson also discussed concrete settlement along the north side of City Hall, an area that received limited sunlight and experienced recurring uneven surfaces. Staff had previously attempted to correct the issue by grinding and leveling sections of the concrete; however, the settlement continued to occur. Mr. Dickson noted that the City could continue temporary grinding repairs in the short term but that the concrete would eventually need to be fully removed and replaced. Staff might also evaluate alternative design approaches to reduce the amount of concrete required and control future costs.

Aquatic Facility Deck Drain Replacement

Mr. Dickson concluded by discussing the replacement of deck drains at the aquatic facility. He explained that the City recently replaced the drains located along the pool edge during the current fiscal year. The drains being discussed for the proposed project were the secondary drains located in the middle of the pool deck. Staff had identified additional funding within the current fiscal year budget that would allow the majority of those drains to be replaced, and the proposed project would provide the remaining funding necessary to complete replacement across the entire pool deck.

APPROVED AND ADOPTED
This day of 2026

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, February 24, 2026.

/s/ Nancy R. Dean, City Recorder

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 PM POLICY MEETING
February 24, 2026

City Building
55 South State Street
Clearfield City, Utah

These meeting minutes were created with the aid of an AI-powered transcription and summarization tool – Otter.ai and ChatGPT. The output was used as a draft and was subject to human review, editing, and fact-checking to ensure accuracy and compliance with city standards before publication. The City Clerk is responsible for the final content of these minutes.

PRESIDING: Mayor Mark Shepherd

PRESENT: Mayor Mark Shepherd, Councilmember Karece Thompson, Councilmember Dakota Wurth, Councilmember Megan Ratchford, Councilmember Danielle King

ABSENT: Councilmember Nike Peterson

STAFF PRESENT: City Manager JJ Allen, Assistant City Manager Spencer Brimley, City Attorney Stuart Williams, CDBG Coordinator Allison Barnes, Police Chief Kelly Bennett, Community Services Deputy Director Curtis Dickson, Finance Manager Rich Knapp, Senior Accountant Lee Naylor, Public Works Director Adam Favero, Community Development Director Stacy Millgate, Planner Tyson Stoddard, City Recorder Nancy Dean, Deputy City Recorder Chersty Titensor

VISITORS: Michael Tan, Samantha Tan, Daneen Adams (Open Doors), Brogan Fullmer (Planning Commission), Emileigh Hollstead (Safe Harbor), Samantha Hutchinson, Marcie Clark (Davis County Health Department), Kevin Porter, Sam Bartling, Michael Christensen

Mayor Shepherd called the meeting to order at 7:00 p.m.

Councilmember Ratchford led the opening ceremonies.

APPROVAL OF MINUTES

February 3, 2026 – work meeting

Councilmember Wurth moved to approve the February 3, 2026 work meeting minutes, seconded by Councilmember Ratchford.

RESULT: **Passed [4 TO 0]**

YES: Councilmember Thompson, Councilmember Wurth, Councilmember Ratchford, Councilmember King

NO: None

ABSENT: Councilmember Nike Peterson

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

Mayor Shepherd opened the public hearing to receive public comment regarding the 2026–2027 Community Development Block Grant (CDBG) Annual Action Plan. Allison Barnes, CDBG Coordinator, presented an overview of the initial phase of the Annual Action Plan process. The funding allocation guidelines were reviewed:

- 15% allocated to Public Services
- 20% allocated to Administration
- 65% currently undetermined

Ms. Barnes noted that the City was beginning the process for the upcoming program year and had not yet determined how the remaining 65% of funds would be allocated. She also reviewed the goals established in the previous Consolidated Plan, including:

- Housing Rehabilitation
- Facility Improvements
- Public Services
- Administration

PUBLIC COMMENT

Several community organizations addressed the Council regarding services provided to Clearfield residents and the impact of CDBG funding.

Daneen Adams – Open Doors, thanked the City for its continued support of the Circles program, which received funding during the previous year. Ms. Adams reported:

- 48 new program participants during the current year
- 91% of participants increased their income
- Nine participants reached 200% of the federal poverty level, eliminating the need for services
- Over 1,500 volunteer hours contributed to the program

Ms. Adams also reported that Open Doors recently purchased a building in Clearfield to consolidate its programs into a single location. The organization planned to sell its current properties and complete a building remodel over the next several months. Ms. Adams stated that the organization continued to expand services and expressed appreciation for Clearfield City’s support.

Val Lopez – Community Learning Center described the Community Learning Center’s role as a hub for services supporting students and families connected to Wasatch Elementary School. Ms. Lopez reported that the Center helped address barriers that might prevent students from attending school, such as lack of clothing, food, or school supplies. Ms. Lopez shared an example of assisting a homeless family by providing clothing, shoes, backpacks, and school supplies so the children could attend school at the beginning of the year. Additional programs and services highlighted included:

- Community food distribution partnerships
- A **Community Closet** providing clothing and supplies
- The “**Baby and You**” program for parents with children ages 0–3, which provides education and contributes **\$500 to a My529 college savings account** upon completion
- **Adult English classes** with approximately **35 students**
- A **GED program** with more than **50 participants**
- Holiday assistance programs and partnerships with community organizations

Ms. Lopez reported that **17,676 individuals from Clearfield City** were served during 2025 through these programs.

Emily Hilstead, Development Director for Safe Harbor Crisis Center, explained that the organization was the only domestic violence and sexual assault service provider in Davis County. Ms. Hilstead reported:

- Nearly 300 Clearfield survivors were served during the previous fiscal year
- Approximately 280 survivors had already been served in the current fiscal year, with the year not yet complete
- Expansion of transitional housing apartments from 10 to 24 units, including studio through three-bedroom units for individuals and families.

Ms. Hilstead expressed appreciation for the City’s partnership and support of services assisting survivors in Clearfield and throughout Davis County.

Marcy Clark – Davis County Health Department, presented information about DavisLinks, an online resource directory connecting residents and service providers to available community resources. Ms. Clark reported:

- The website launched in August 2025
- The directory is available in more than 130 languages
- During 2025, there were 18,256 searches and 7,461 visitors
- 7,341 searches originated from Clearfield zip codes

Ms. Clark explained that requested CDBG funding would be used to increase outreach and awareness among Clearfield residents so they could better access available services.

No additional comments were received.

OPEN COMMENT PERIOD

There were no public comments.

APPROVAL AND CONSENT TO THE MAYOR’S APPOINTMENTS TO THE PLANNING COMMISSION AND PARKS AND RECREATION COMMISSION

Mayor Shepherd explained that vacancies had occurred on the Planning Commission and Parks and Recreation Commission due to the election of Commissioner Danielle King to the City Council and additional resignations. Mayor Shepherd recommended the following

appointments:

- Chris Rocchio – Planning Commission (Regular Member)
- Michael Tan – Planning Commission (Alternate Member)
- Samantha Hutchinson – Parks and Recreation Commission

The proposed term expiration for the appointments was February 2029.

Following approval, Michael Tan and Samantha Hutchinson were present and were administered the Oath of Office by Nancy Dean, City Recorder. Chris Rocchio was not present and would be sworn in at a later date.

Councilmember King moved to approve and consent to the mayor’s appointment of Chris Rocchio as a Regular member of the Planning Commission, Michael Tan as an Alternate member of the Planning Commission, and Samantha Hutchinson to the Parks and Recreation Commission with an expiration date of February 2029, seconded by Councilmember Thompson.

RESULT: Passed [4 TO 0]

YES: Councilmember Thompson, Councilmember Wurth, Councilmember Ratchford, Councilmember King

NO: None

ABSENT: Councilmember Nike Peterson

FISCAL YEAR 2026 HALF YEAR FINANCIAL UPDATE

Rich Knapp, Finance Manager, provided a mid-year financial update for Fiscal Year 2026. Revenue data reflected activity through December, while expense data reflected activity through January.

Revenue Overview

- Overall revenues were 54% of budget at the midpoint of the fiscal year.
- Tax revenue was at 58%, which exceeded the proportional midpoint.
- Licenses and permits, charges for services, and court fines were tracking lower than anticipated.

Key Revenue Highlights

- Sales Tax:
 - \$230,000 higher than the same period the previous year (July–December).
 - Projected to exceed the FY26 budget by approximately \$465,000.
- Energy Tax:
 - Approximately \$315,000 below projections, though slightly improved from earlier estimates.
- Building Permits:
 - Projected \$200,000 below the FY26 budget, noting that building activity can fluctuate depending on project timing.
- Aquatic and Fitness Center Revenues:

- Approximately \$112,000 higher than the prior year, representing a 15% increase.
- Court Fines and Fees:
 - Projected to be approximately \$134,000 below budget.

Mr. Knapp noted that while property tax revenue was approximately \$200,000 below initial projections, the shortfall was partially offset by higher-than-anticipated interest earnings.

Sales Tax Trends

Mr. Knapp explained that sales tax revenues had appeared to level off earlier in the year but increased significantly during the October–December holiday season. Statewide and Clearfield point-of-sale sales tax revenues both increased approximately 5% year over year. Approximately 70% of Clearfield’s sales tax revenue was derived from the statewide distribution pool.

Expenditure Overview

Expenses were approximately 58% of the annual budget, which aligned with the fiscal year timeline.

- Personnel costs were tracking within budget.
- Capital expenditures varied seasonally and were expected to occur throughout the remainder of the year.

Notable Expense Variances

- Credit Card Processing Fees (Aquatic Center): Unexpected rate increases by the processing vendor caused temporary increases. Staff negotiated a \$5,000 credit and planned to evaluate alternative vendors in the future.
- Public Works Overtime: Increased overtime occurred due to water leaks and infrastructure issues.
- Water Department Contract Services: Pump failures resulted in higher contract service costs.
- Well Pumping Costs: Increased pumping was necessary when Weber Basin water service was temporarily unavailable.

Mr. Knapp stated that overall, financial conditions remained stable and that staff would continue monitoring revenue trends as the FY27 budget process progressed.

COMMUNICATION ITEMS

MAYOR’S REPORT

Mayor Shepherd

- Nothing to report.
-

CITY COUNCIL'S REPORTS

Councilmember Wurth

- Reported that the **Clearfield Youth Commission** was conducting a **fundraiser at Zupas in Layton** that evening. Proceeds from purchases during the event would support the Youth Commission's upcoming trip to the National League of Cities (NLC) Conference in **Washington, D.C.**

Councilmember Ratchford

- Announced that the Citizen Police Academy would begin the following day and encouraged residents to participate.
- Reported that the North Davis Fire District expected the delivery of a new ladder truck in July, with a traditional push-in ceremony planned upon arrival.
- Noted that the North Davis Fire awards banquet had been held on March 5.

Councilmember King

- Nothing to report

Councilmember Thompson

- Recognized the final week of Black History Month and highlighted the historical contributions of Carter G. Woodson, the founder of Black History Month.
- Councilmember Thompson also acknowledged the historic achievement of Laila Edwats, who became the first Black female hockey player to win a gold medal.
- Councilmember Thompson noted the significance of representation and recognized their role as the first Black elected official on the Clearfield City Council.

CITY MANAGER'S REPORT

JJ Allen, City Manager

- Reported that additional cities in northern Davis County, along with Davis County, were planning to join the Layton City dispatch consolidation. An updated interlocal agreement would be presented to the Council for review in a future meeting.

STAFF REPORTS

Nancy Dean, City Recorder

- Announced upcoming meetings:
 - **March 10:** Work and Policy Sessions
 - **March 17:** No meeting scheduled due to the **National League of Cities (NLC) conference**
 - **March 24:** Work and Policy Sessions

Spencer Brimley, Assistant City Manager & Economic Development Director

- Provided a reminder regarding registration and RSVP requirements for events associated with the upcoming National League of Cities Congressional Cities Conference.
-

Councilmember Wurth moved to adjourn and reconvene in the work meeting at 7:30 p.m., seconded by Councilmember Thompson.

RESULT: Passed [4 TO 0]

YES: Councilmember Thompson, Councilmember Wurth, Councilmember Ratchford, Councilmember King

NO: None

ABSENT: Councilmember Nike Peterson

**APPROVED AND ADOPTED
This day of 2025**

/s/ Mark R. Shepherd, Mayor

ATTEST:

/s/ Nancy R. Dean, City Recorder

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield City Council meeting held Tuesday, February 24, 2026.

/s/ Nancy R. Dean, City Recorder



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Allison Barnes, CDBG Coordinator

MEETING DATE: March 24, 2026

SUBJECT: Open 30-day Comment Period on 2026-2027 CDBG Annual Action Plan, Amended 2025-2029 Consolidated Plan/Annual Action Plan, and Amended Citizen Participation Plan

RECOMMENDED ACTION

Open 30-day comment period

DESCRIPTION / BACKGROUND

As an entitlement community with the U.S. Department of Housing and Urban Development (HUD), Clearfield City receives federal funds to support low/moderate income households or neighborhoods through the Community Development Block Grant (CDBG) Program.

Each fiscal year, the City is required to create an Annual Action Plan (AAP) outlining the goals, funding priorities, and projects for the upcoming program year. The AAP must align with the City's Consolidated Plan to ensure goals and local needs are being met. The AAP provides direction for the expenditure of federal funds for local programs and services and is subject to public hearings.

Clearfield City expects to receive approximately \$200,000 in Community Development Block Grant (CDBG) funds for July 1, 2026, to June 30, 2027. The committee recommends the following allocations:

- Public Service 15%
- Administration 20%
- Facility/park/neighborhood/public improvements or housing rehabilitation 65%

Amend the 2025-2029 Consolidated Plan/Annual Action Plan by reallocating \$26,000 from prior year funding (FY2019 & 2022) to the current facility improvement project (Elevator at City Hall).

Amend the current Citizen Participation Plan (CPP) to update how public notices are published.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy



FISCAL IMPACT

Funding is granted by the United States Department of Housing and Urban Development. No local funds are required to provide the assistance.

ALTERNATIVES

No alternatives are being presented at this time.

SCHEDULE / TIME CONSTRAINTS

Open a 30-day comment period from March 25, 2026 through April 28, 2026. A draft of the 2026-2027 Annual Action Plan, 2025-2029 Amended Consolidated Plan/Annual Action Plan, and Citizen Participation Plan will be made available. Following the comment period, the City Council will be able to act on the proposed 2026-2027 Annual Action Plan, 2025-2029 Amended Consolidated Plan/Annual Action Plan, and Citizen Participation Plan at the policy session held on May 12, 2026.



To: Mayor Shepherd and City Council Members
From: Rich Knapp, Chief Finance Officer
Meeting Date: March 24, 2026
Subject: Utility Fee Adjustments

RECOMMENDED ACTION

Staff recommends the City Council adjust the proposed utility rates and fee adjustments, by adopting the proposed changes to the consolidated fee schedule.

DESCRIPTION / BACKGROUND

Water, Sewer, Stormwater Rates

In 2021, the City engaged Zions Public Finance to prepare a third-party financial analysis of the City's utility funds. The analysis projected revenues, operating expenses, and capital improvement needs over a ten-year period in order to determine annual net operating results and required cash reserves.

Since that study was completed, the City has implemented adjustments to further encourage water conservation and to reflect rising capital replacement costs. The proposed January 2028 rate increases continue the percentage adjustments originally projected in the 2021 analysis. These changes are intended to support long-term system sustainability, provide funding capacity for planned capital projects, and maintain adequate cash reserves.

Staff will continue to compare actual financial results to the assumptions and projections in the analysis on at least an annual basis. A new comprehensive utility rate and financial study is anticipated in calendar year 2028.

Proposed January 2028 Rate Adjustments

Category	Increase
Water Base Fees	6%
Water Usage Rates	2%
Sewer Base & Usage Fees	2%
Sewer Mult-Unit Base Fee	3%
Stormwater Fee	3%

Residential Single-Family Base Fee

Removing the specific 5/8-inch meter reference from the base-fee category provides staff with greater flexibility to address unique residential service configuration.

Utility Miscellaneous Fees

Third Delinquent Notice and Shut-Off Fees

The first delinquent notice is mailed to the customer and includes a \$10 fee.

The second delinquent notice is a door hanger delivered approximately 48 hours prior to a potential water shut-off and includes a \$15 fee.

The third delinquent notice places the account in disconnect-eligible status, which usually results in a shut-off, and currently carries a \$35 fee.

The City's actual cost to perform a water shut-off and reconnect is approximately \$49 during regular business hours and \$75 after hours. Staff recommend increasing the third delinquent notice (disconnect-eligible) fee from **\$35 to \$40**. In addition, staff recommend adding a new **after-hours reconnect fee of \$60**.

The \$15 door-hanger fee was originally established in 2016 and was increased from \$10 to \$15 in 2022. The City now incurs approximately \$16 in direct costs to process and deliver the second delinquent notice.

Water Meter Damage

When an account is shut off for non-payment, service is not restored until all past-due balances and applicable fees are paid. In some cases, meter tampering and theft of service occur. If tampering is discovered and payment has not been made, the City shuts the service off again and locks the meter when possible.

A few times each year, meter locks are cut and meters are damaged by occupants. The proposed fee of meter replacement cost plus \$250 ensures the fee remains aligned with the actual cost of meters, accounts for different meter sizes, and reflects the administrative and field labor required. The average total labor cost for the City to manage, the replace, and configure a damaged meter is approximately \$250.

	Current	Proposed
Third Delinquent Notice – Disconnect Eligible	\$35	\$40
Reconnect After Hours	\$35	\$60
Water Meter Damage	\$500	Meter cost + \$250



CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

Sustainable utility funds ensure providing quality municipal services.

HEDGEHOG SCORE

The hoglet score is 19. Fees are already in place, but do not cover costs. It is possible to delay these adjustments, but the costs to provide the service remains.

FISCAL IMPACT

The proposed rate and fee adjustments will ensure the utility funds remain financially sustainable and cover all operating costs.

ALTERNATIVES

Implement some of the proposed rate and fee changes now and defer the rest.

SCHEDULE / TIME CONSTRAINTS

All proposed fee adjustments can be implemented on a flexible timeline with no urgency required.

LIST OF ATTACHMENTS

- Draft Consolidated Fee Schedule (proposed changes in red)



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Stacy Millgate, Community Development Director

MEETING DATE: March 24, 2026

SUBJECT: Public Hearing and possible action on the amendment of Business License Fees, Planning and Zoning Fees, and Building Permit & Development Fees in the Consolidated Fee Schedule.

RECOMMENDED ACTION

Receive public comment and consider action on the proposed amended fees.

DESCRIPTION / BACKGROUND

Business License Fees

The current Consolidated Fee Schedule lists a \$50 penalty for engaging in business without a license. However, Section 4-1-11(C) states that the applicable late fee shall be added as a civil penalty to the base fee upon application. The late fee identified in the Fee Schedule is 50% of the total amount due. This amendment aligns the Fee Schedule with City Code to ensure consistency.

Planning & Zoning Fees

- Remove the term "Internal" from "Internal Accessory Dwelling Unit" to reflect that the City regulates both attached and detached accessory dwelling units.
- Section 11-15-10(B) establishes a \$100 penalty for installing or altering a sign without a permit. Staff proposes adding this penalty to the Consolidated Fee Schedule for clarity and consistency.

Building Permit & Development Fees

Revise "Residential Identical Plans" to "Identical Plans" to broaden applicability. Additionally, update the fee from \$47 to the actual cost of performing the plan review or 30% of the building permit fee, whichever is less.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services



FISCAL IMPACT

None

ALTERNATIVES

Please provide any additional comments or direction the Council would like staff to incorporate.

SCHEDULE / TIME CONSTRAINTS

None

TO: Mayor Shepherd and City Council Members

FROM: Eric Howes, Community Services Director

MEETING DATE: March 24, 2026

SUBJECT: Consider approval of the proposed fee changes included in the consolidated fee schedule.

RECOMMENDED ACTION

Approve the proposed fee changes outlined in the consolidated fee schedule.

DESCRIPTION / BACKGROUND

Cemetery fees were last modified more than ten years ago and staff is recommending changes to more completely cover operational costs and to bring them more in line with other municipal cemeteries. Increases are outlined on the attached "Consolidated Fee Schedule. These include changes to the following fees:

1. Internment Fees for adults, infants, and cremains.
2. Plot fees (right to bury) for adults, infants, and cremains.
3. Internment fees for evening services (after 3:30 p.m.), weekends, and holidays.
4. Disinternments.
5. Certificate transfer fees.
6. Prohibit internments on federally recognized holidays.

The elimination of fees for scoreboard usage and a scoreboard operator is being recommended as the use of city scoreboards has not been requested in several years.

Pavilion rental prices have not been evaluated and adjusted in the past decade and increases are being recommended. Proposed increases include a change from \$20 to \$40 (for 4-hour blocks) for Clearfield residents, and from \$40 to \$80 for non-residents. The pavilions are rented in the following four-hour blocks:

1. 8:00 a.m. – 12:00 p.m.
2. 1:00 p.m. – 5:00 p.m.
3. 5:00 p.m. – 9:00 p.m.

Special Event fees currently vary based on the assigned event level, with application fees tied to this tiered structure. Staff is proposing to replace the tiered application fee with a single, flat \$100 fee to



cover the cost of application review.

At present, applicants are not provided with information about potential additional fees for City services that may be required based on the scope of their event. The proposed fee updates are intended to give applicants a clearer understanding of possible additional costs associated with City services. A detailed list of the proposed fees is included in the attached “Consolidated Fee Schedule.”

All proposed changes to the “Consolidated Fee Schedule” are indicated by a red font. Current fees are indicated with a strikethrough in red font and the proposed change is included on the next line. Staff is seeking council direction regarding these fees to ensure that the fees, when adopted, are in line with the will of the council and are deemed appropriate.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

Recommended fee changes are intended to cover the cost of the services provided and to bring those fees into line with those of surrounding communities. This allows the city to provide a consistent level of service to our residents.

HEDGEHOG SCORE

N/A

FISCAL IMPACT

The majority of the recommended fee changes are intended to cover the cost of the services provided. The proposed increases for “evening services, weekends services, and holiday services” are intended to cover the cost of the services provided with an additional markup to incentivize residents to hold services during regular work hours when possible. This reduces the impact of having to work these extra hours on staff.

ALTERNATIVES

These fees are provided as a staff recommendation for council consideration. All of these fees are open for discussion and adjustment as desired by council.

SCHEDULE / TIME CONSTRAINTS



Many of these proposed fee changes are associated with activities that occur from the spring to fall months. Ideally, the implementation of these proposed changes should take place prior to the beginning of that season.

LIST OF ATTACHMENTS

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CHAPTER 5

**CONSOLIDATED FEE SCHEDULE
CLEARFIELD CITY CORPORATION**

(Ordinance 2025-16, 6-24-2025)

UTILITIES

Water:	Jan 1 2026	Jan 1 2027	Jan 1 2028
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Water rates are from January 1st to December 31st

Residential

Single family:

Monthly Base Fee (5/8" meter)	\$25.97	\$27.53	\$29.18
Usage rates charges per 1,000 gallons:			
0 - 10,000	\$1.02	\$1.04	\$1.06
10,001 - 20,000	\$1.24	\$1.26	\$1.29
20,001 - 40,000	\$1.56	\$1.59	\$1.62
40,001 - 60,000	\$2.27	\$2.32	\$2.37
60,001 - 80,000	\$2.98	\$3.04	\$3.10
80,000 +	\$4.14	\$4.22	\$4.30

Multi-Family Units, Apartment Houses & Mobile Home Parks

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

Monthly Base Fee	\$28.08	\$29.76	\$31.55
Usage rates per 1,000 gallons	\$1.51	\$1.54	\$1.57

Commercial

Monthly Base Fee, based on meter size

5/8" - 3/4"	\$36.95	\$39.17	\$41.52
1" - 1 1/2"	\$143.73	\$152.35	\$161.49
2"	\$188.56	\$199.87	\$211.86
3"	\$483.16	\$512.15	\$542.88
4"	\$739.96	\$784.36	\$831.42
6"	\$1,314.88	\$1,393.77	\$1,477.40

Usage rates per 1,000 gallons	\$1.51	\$1.54	\$1.57
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Sprinkling lawns, unmetered:

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

Sprinkling system standby charge per diameter inch of main pipe supply	\$3.96	\$4.04	\$4.12
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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	\$114.02	\$116.30	\$118.63
9 or more employees, charged at 2.0" meter size	\$149.69	\$152.68	\$155.73

UTILITIES

Sewer:	FY2026	FY2027	FY2028
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Residential

Single Family Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	\$18.47	\$18.84	\$19.22
North Davis Sewer District	beginning July 1	\$24.00*	\$24.00*	\$26.50*

Multi-Unit Monthly Base Fee

Clearfield City (increase 3% per year)	beginning Jan 1	\$14.83	\$15.27	\$15.73
North Davis Sewer District	beginning July 1	\$24.00*	\$24.00*	\$26.50*

Commercial

Monthly Base Rate

Clearfield City (increase 2% per year)	beginning Jan 1	\$22.06	\$22.50	\$22.95
North Davis Sewer District	beginning July 1	\$24.00*	\$24.00*	\$26.50*

Usage rates 0-5,000

Clearfield City (increase 2% per year)	beginning Jan 1	\$2.43	\$2.48	\$2.53
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Usage rates 5,000+

Clearfield City (increase 2% per year)	beginning Jan 1	\$0.71	\$0.72	\$0.73
North Davis Sewer District	beginning July 1	\$2.40*	\$2.40*	\$2.65*

*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

9 or more employees, charged at 2.0" meter size

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.

UTILITIES

Storm Water:	Jan 1 2026	Jan 1 2027	Jan 1 2028
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Residential - Monthly	Increase per Year			
Single-Family per ESU and duplex	3% '26 '27 '28	\$9.70	\$9.99	\$10.29

Tri-plex and fourplex
Apartments with more than 4 units at Commercial rate

Commercial - Monthly

Retention Percent

0%	\$9.70	\$9.99	\$10.29
20%	\$7.76	\$7.99	\$8.23
30%	\$6.79	\$6.99	\$7.20
50%	\$4.85	\$5.00	\$5.15

(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	\$17.75
Each additional trash container	\$17.00
Recycle container	\$6.50
Each additional recycle container	\$6.50
Green waste container	\$10.50
Green waste container removal	\$25.00

effective Jan '26

effective Jan '26

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	\$40.00
Reconnect After Hours	\$60.00
Water Meter Tampering	\$150.00
Water Meter Damage	Meter cost + \$250

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
Theater (Includes Backstage)	\$75.00	\$100.00
Rhythm (Dance Studio) - NO FOOD	\$40.00	\$55.00
Hospitality (1st Floor, NE)	\$25.00	\$40.00
Tempo (Music Room)	\$25.00	\$40.00
Studio (Art Studio)	\$25.00	\$40.00
Gala East (multi-purpose room) - Includes AV	\$25.00	\$40.00
Gala West (multi-purpose room) - Includes AV	\$25.00	\$40.00
Gala Combined (multi-purpose room) - Includes AV	\$40.00	\$55.00
Sound & Light Boards (Must be operated by CCAC Staff)	\$30.00	\$45.00
Entire Arts Center	\$250.00	\$300.00

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
Picnic shelter (Four hour blocks: 8am-12pm, 1-5pm, 5-9pm)	\$40.00	\$80.00
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)	\$30.00	\$30.00
Supervisor in charge of scoreboard (per hour)	\$12.00	\$12.00
Lights (per hour, per field)	\$25.00	\$25.00
Sand Volleyball Courts (per hour)	\$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)	
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	
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

Moved to "Special Event Fees"

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

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

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 request for compliance 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

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

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

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
	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

AQUATIC CENTER FEES

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
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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
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Massage Businesses Appeal

	Appeal of Final Business License Violation Determination	\$150
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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:	
<p>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.</p>	
Firework Stands:	
<p>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.</p>	
Pawnbrokers:	
<p>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.</p>	

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 50% of the total amount due

Amended License

BUSINESS LICENSE FEES	
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	Fee / Amount
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Processing Fee	
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	\$5
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Business License Appeal	
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Fee	
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	\$75
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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

Also included in "Special Event Fees"

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 Access/rooftop 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
Penalties:	
Signs installed or altered without a permit	\$100
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

Adopted ADU Ord. Nov

As stated in 11-15-10 B.

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 Actual cost of performing the plan review or 30% of the building fee, whichever is less
	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*
	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

BUILDING PERMIT AND DEVELOPMENT FEES

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	
Dinishing 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:	Cost Installation Fee
5/8" x 3/4" Meter	\$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	
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

CEMETERY FEES

	Resident	Non-resident
Plot - adult (includes perpetual upkeep)	\$450.00	\$950.00
Interment - adult	\$300.00	\$600.00
Interment - Adult	\$500.00	\$1,000.00
Plot - infant (includes perpetual upkeep)	\$150.00	\$400.00
Interment - infant/cremains	\$200.00	\$300.00
Interment - infant/cremains	\$300.00	\$500.00
Plot - cremains (includes perpetual upkeep)	\$250.00	\$500.00
Plot - cremains (includes perpetual upkeep)	\$300.00	\$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
Interment extra fee for EVENINGS ("evening services" are defined as those that are scheduled for 3:30 p.m. or later) PER HOUR FEE	\$300.00	\$300.00
Interment extra fee for WEEKENDS & HOLIDAYS ("evening services" are defined as those that are scheduled for 3:30 p.m. or later)	\$800.00	\$1,500.00
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
Disinterment	\$1,000.00	\$1,000.00
Cemetery Certificate transfer fee- resident to non-resident within 1 year of purchase		\$100.00
Cemetery Certificate transfer fee- resident to non-resident within 1 year of purchase	0	\$500.00
All other certificate transfers	\$10.00	\$10.00
All other certificate transfers	\$50.00	\$50.00
Gravesite Marker (for second and each additional time)	\$25.00	\$25.00
Gravesite Marker (for second and each additional time)	\$100.00	\$100.00
No Internments on the following holidays:		
- New Year's Day		
- Memorial Weekend (Between 12:00 p.m. the Friday before Memorial Day & 12:00 p.m. the Tuesday after Memorial Day)		
- Independence Day		
- Pioneer Day		
- Thanksgiving Day		
- Christmas Day		
Internments on other federal holidays will be charged the extra fee		
PerpetualUpkeep is included in the cost of he plot and must be paid at the time of purchase of the plot.		
PUK must be paid at the time of burial if not paid when plot was originally purchased		

Per Hour

Special Event Application Fees		
	Special Event Application Fee	
	Displacing the public fee (City property-requires city approval of City Administrator or designee)	\$100 per hour
	Temporary Noise/Special Event Permit Fee	
	Failure to timely pay service and permit fees (Late Fees)	
	Late Request of Temporary Noise/Special Event Permit (Within 10 days before the noise is to begin)	
	Contracted Services for Police Officers	Hourly (2 Hour Minimum)
	Streets or Intersections closed, 1-3 intersections	Hourly
	Streets or Intersections closed, 3-4+ intersections	Hourly
	Additional City Services (Water, electricity, trash removal, etc.)	Per Service. May increase depending on scope and duration.
	Temporary Business License Fee	Refer to business license schedule
	Food Truck	
	Penalty for Food Truck Operating without City permission	50% of total amount due

July 4th Booth Fees:		All vendors
	Food Truck (Max of 30 ft truck length)	
	Booth Space (12x12) - Electricity Not Provided	
	Booth Space (12x12) - With Electricity Provided	
	Additional Electrical Outlet	
	Late Fee	
	Refundable Cleaning Deposit	

\$100
\$100
\$175
\$50
\$50
\$120
\$300
\$750
\$200
\$200
50% of Total

Also included in "Police & Legal Fees"

Included in "Business License Fees"

rs
\$175.00
\$100.00
\$130.00
\$30.00
No Charge
\$100.00

Moved from "Recreation Fees"

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



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Tyson Stoddard, Planner

MEETING DATE: March 10, 2026

SUBJECT: A zoning map amendment request by Taylor Moore with Rodeo Development to rezone the subject properties from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to allow for a mixed-use development including commercial, townhome, and single-family uses. Location: 240 East 1700 South (TINs: 12-073-0133 & 12-073-0109). Parcel Area: 2.67 Acres. (Legislative Matter)

RECOMMENDED ACTION

Discuss the rezone requests for the subject properties.

DESCRIPTION / BACKGROUND

Project Summary

Project Information	
Project Name	Chelemes Row Rezone to C-2, R-3, & R-1-6
Site Location	240 East 1700 South
Parcel ID	12-073-0133 & 12-073-0109
Applicant	Taylor Moore with Rodeo Development
Property Owner	Chelemes Enterprises LLC
Proposed Actions	Rezone
Current Zoning	C-2 (Commercial) & A-1 (Agricultural)
Parcel Area	2.67 Acres

The rezone request includes two separate parcels that front Antelope Drive. The west parcel is approximately one acre in size and is currently zoned C-2 (Commercial). The east parcel is a flag shaped parcel of approximately 1.6 acres that is zoned A-1 (Agricultural). The flag portion of the A-1 parcel is directly to the rear of the C-2 parcel.

Based upon the applicant request and proposed zoning exhibit, approximately 0.99 acres along the Antelope Drive frontage would remain with a zoning designation of C-2. The staff portion of the flag



shaped parcel would be rezoned from A-1 to C-2 going back from the frontage of the property to a depth of approximately 240 feet.

Behind the proposed C-2 area would be approximately 1.13 acres that would be rezoned to R-3 (Residential). A concept provided with the application plans for eighteen townhomes within the proposed R-3 Zone. The density of the townhome portion is approximately 16 units per acre, which is the maximum allowable density of the R-3 Zone.

Lastly, the applicant is proposing that approximately 0.45 acres at the far south end of the subject parcels be rezoned to R-1-6, a single-family zone that requires minimum lot sizes of 6,000 square feet. The concept shows a public street (60' right of way) stubbed on both the west and east property line and two single family lots fronting the south side of the public street. The public street is provided in accordance with the Clearfield City Transportation Master Plan, which is planning for improved street connectivity with the continuation of 1800 South east to Chelemes Way. It should be noted that the full continuation of 1800 South between South Main and Chelemes Way is not anticipated at this time, but may be considered with any future development of the agricultural properties to the east of the subject parcels.

Access to the site would be provided from Antelope Drive, with a private street provided along the east side of the property and shared private drives providing access to the townhomes.

Development Agreement

The applicant has expressed a willingness to enter into a development agreement to allow for various items to be addressed such development timelines, owner occupancy requirements, and architectural design standards for the townhomes. Section 11-9E-13(E) of the R-3 Zone development standards states that, "A development agreement may be required for all new development in the R-3 (Residential) Zone." If a development agreement is required, "all applications for a rezone, preliminary plat, or site plan approval shall be conditioned upon final approval of the development agreement by the city council." The development standards of the C-2 Zone and R-1-6 Zone also state that "a development agreement may be required for all new development". With this mixed-use rezone request to multiple zones, staff recommends that a development agreement be required as part of the approval of the rezone. As included in other development agreements, this agreement should limit the multi-family residential use to townhomes as proposed by the applicant. Other aspects of the development agreement may address site design, homeownership, etc.

Public Comment

Mailed notices and the public hearing notice legal ad went out the week of February 16, 2026. Public Hearing Notice signs were placed in front of the property the week of February 23, 2026. Two residents made public comment at the Planning Commission public hearing on March 4, 2026. One

spoke in favor of the rezone in general terms. The other resident lives directly behind the subject properties and had questions about the timing and approval process and when the project would potentially be built. This resident also indicated a preference for the R-1-6 (Single-Family) zoning directly adjacent to their lot, as opposed to R-3 (Residential) or C-2 (Commercial).

Zoning Map Amendment Analysis

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

Review Consideration	Staff Analysis
<p><i>The proposed amendment is in accordance with the General Plan and Map; or</i></p>	<p>The future land use designation in the General Plan for the subject properties is “General Commercial”. This designation is primarily for commercial activities such as office, retail, entertainment, and restaurant uses. A mix of commercial and medium density residential uses may be allowed, but residential cannot be developed without a commercial component.</p> <p>In evaluating the proposed rezone with the future land use designation description, the project can be supported by the General Plan. However, a key question to thoughtfully assess is whether the proposed rezone aligns with the commercial vision of the Antelope Drive corridor. Given that the “General Commercial” designation is envisioned primarily for commercial activities, is the proposed C-2 area a sufficient depth to meet the city’s vision for commercial development along this section of the corridor? As a legislative matter, the Planning Commission and City Council are able to consider whether the proposal advances or undermines the commercial vision for the Antelope Drive Corridor. Attached to the staff report is a zoning exhibit of Antelope to aid in evaluating both existing commercial uses and currently zoned C-2 Commercial Properties.</p>



	In relation to the residential aspect of the rezone request, Clearfield desires to have a variety of quality housing
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	<p>options to serve its growing and diverse population. The Moderate-Income Housing Element of the General Plan includes multiple strategies that support this type of land use change to residential. Strategy A states that the city will, “rezone for densities necessary to facilitate the production of moderate-income housing. Strategy F states that the city will, “zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.” Antelope Drive is a major transit corridor in the city and includes primarily commercial uses with the exception of some residential.</p>
<p><i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i></p>	<p>Housing supply and affordability continue to be major concerns for communities in the Wasatch Front region, and the demand for residential land to develop remains high. For these reasons, the applicant and property owner are requesting a rezone to allow for commercial space along Antelope Drive and residential to the rear in accordance with current market demands and pressures. Additionally, with the requirements of state code to provide moderate income housing through the implementation of the city’s moderate income housing plans, changing the land use of the rear portion of this property to residential would be supported by the moderate-income housing element of the general plan. It would also aid in the annual reporting to the state regarding Clearfield’s implementation of moderate income housing strategies.</p>

General Plan Analysis

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 6 - Land Use & City Form, which help provide a visual understanding of where and how growth, development, and change should—or should not—be accommodated over the next 10 to 20 years.

The future land use designation of the subject property as shown on the General Plan Future Land Use Map is “General Commercial”. This category is primarily for current or future commercial activities, including office, entertainment, retail, and restaurant uses. Horizontal mixed-use with



residential behind the commercial may be considered, but may not be developed without a commercial component.

The Zones that correspond to the “General Commercial” land use designation are the Commercial Zones (C-1 & C-2), the Downtown Redevelopment Zone (DR), and the Gateway Corridor Commerce Zone (CC). For any residential zoning as part of a horizontal mixed-use development, the adopted residential zone that corresponds to the proposed residential housing type would be the most suitable.

Based on the review and analysis of the General Plan, staff finds that the proposed zoning with commercial along Antelope Drive and a mix of residential zoning to the rear is by and large supported by the General Plan. As mentioned in the above table, a key consideration for the Planning Commission and City Council to consider is whether the proposal provides sufficient commercial zoning to accomplish the city’s vision for commercial uses along the corridor.

Transportation Master Plan Analysis (TMP)

The TMP advises that new development should be designed and approved with connectivity in mind. Figure 35 of the TMP depicts proposed roadway connections that would connect stub roads to the existing network and maximize connectivity going forward. The TMP recognizes the continuation of 1800 South east through the subject properties to Chelemes Way as a roadway connection opportunity. The classification of 1800 South is “Local Residential”, which has a typical right of way width of 60’ including 32’ of asphalt, park strips, and sidewalks.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

The proposed zoning map amendment is generally consistent with the "General Commercial" future land use designation, and is supported by the moderate income housing plan which includes strategies to rezone for higher densities necessary to facilitate the production of moderate income housing.

HEDGEHOG SCORE

Not considered

FISCAL IMPACT



There is no fiscal impact with a rezone itself. Anticipated future development of the properties can be considered based on zoning, as well as any fiscal impacts associated with commercial vs residential development.

ALTERNATIVES

The City Council will have the following decision options following the public hearing in the Policy Session scheduled for March 24, 2026.

1. Approve the zoning map amendment request to rezone the subject properties from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to allow for a mixed-use development including commercial, townhome, and single-family uses.
2. Deny the zoning map amendment request to rezone the subject properties from C-2 (Commercial) and A-1 (Agricultural) to C-2 (Commercial), R-3 (Residential), and R-1-6 (Residential), to allow for a mixed-use development including commercial, townhome, and single-family uses.
3. Table the zoning map amendment request to a specific meeting date to request additional information to consider the request.

SCHEDULE / TIME CONSTRAINTS

City Council Work Session: March 10, 2026

City Council Public Hearing & Policy Session: March 24, 2026

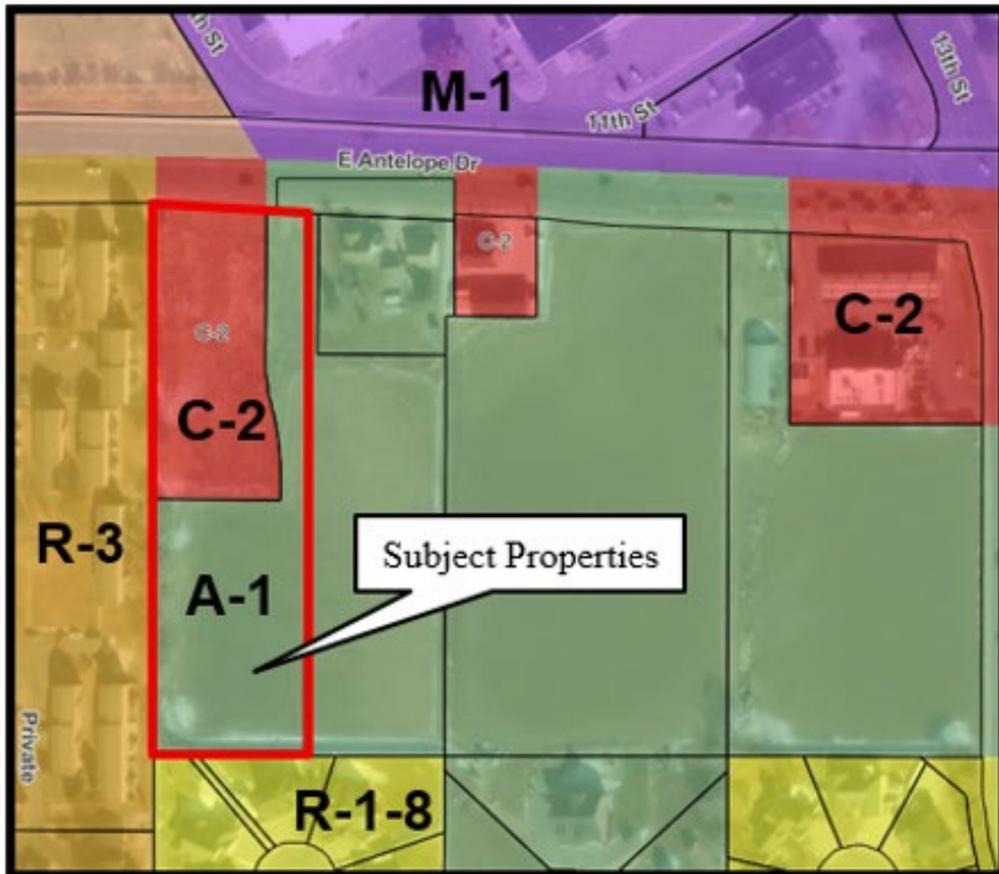
LIST OF ATTACHMENTS

- 240 East 1700 South - General Plan Map
- 240 East 1700 South - Zoning Map
- Chelemes Row Proposed Rezone
- Chelemes Row Concept Site Plan
- Exhibit A – Antelope Drive Commercial Corridor Zoning
- TMP Figure 35 – Local Connectivity Improvement Opportunities

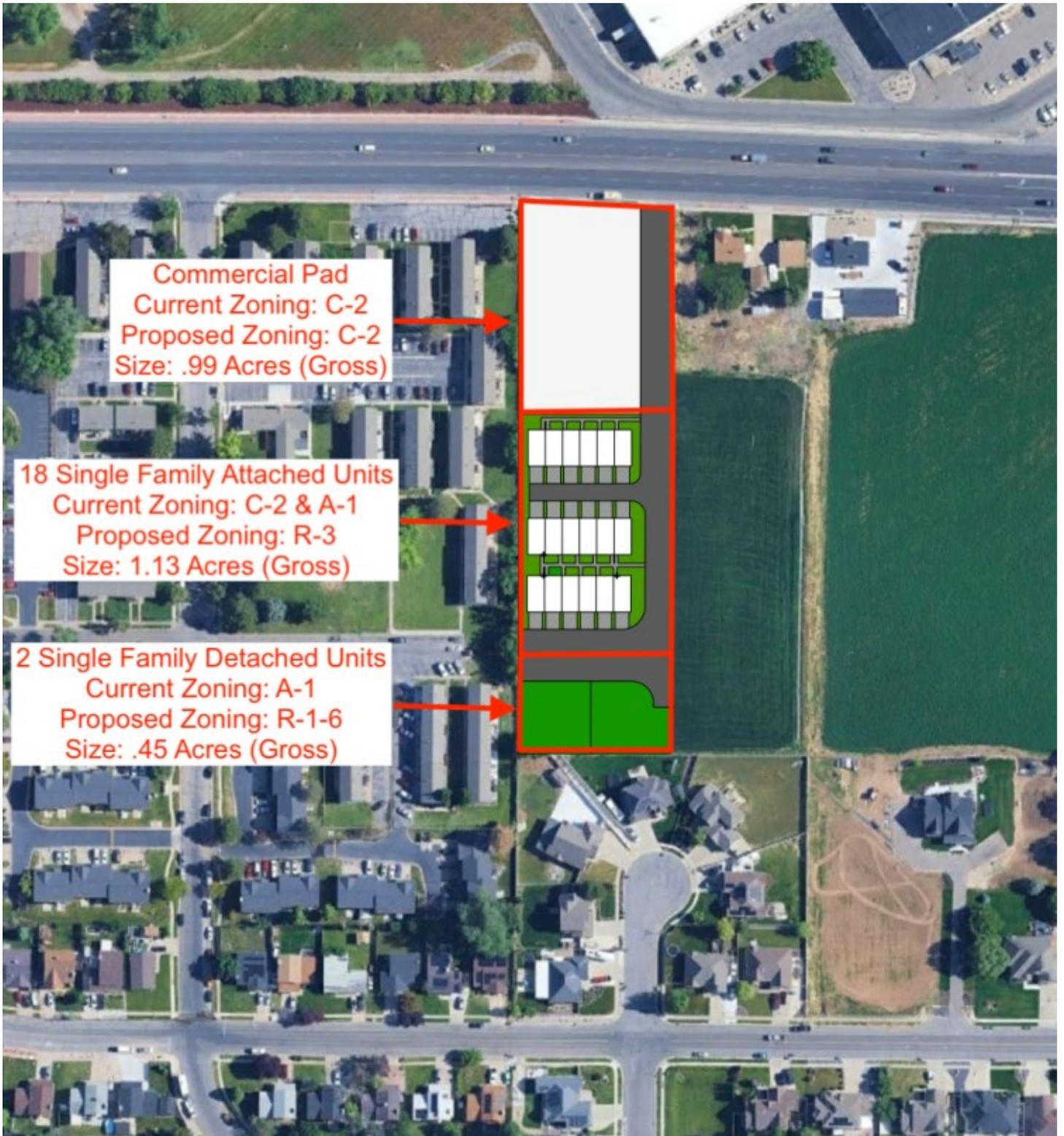
240 EAST 1700 SOUTH – GENERAL PLAN MAP



240 EAST 1700 SOUTH – ZONING MAP



**Chelemes Row
Proposed Rezone**



**Chelemes Row Rezone
Concept Site Plan**

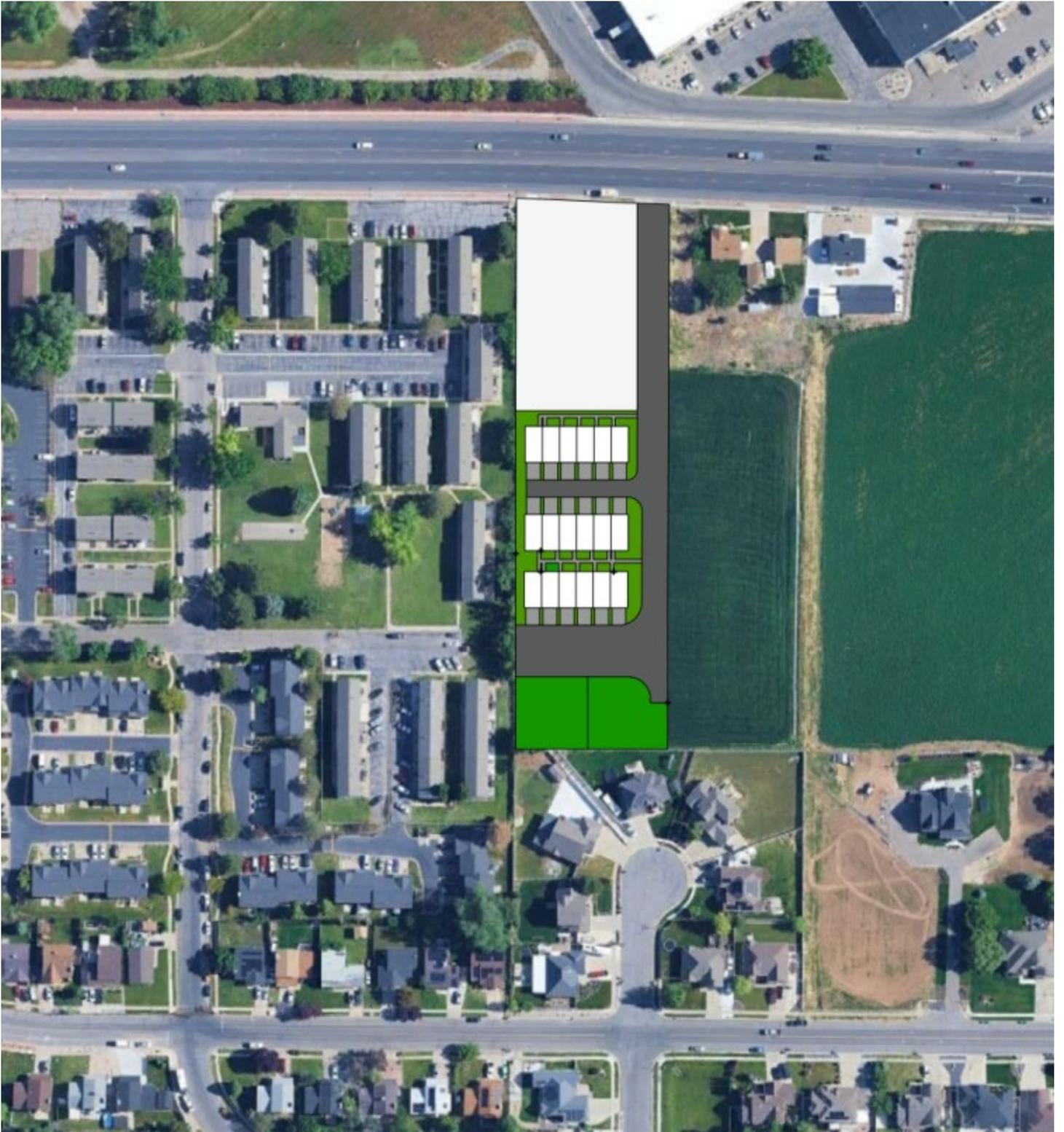
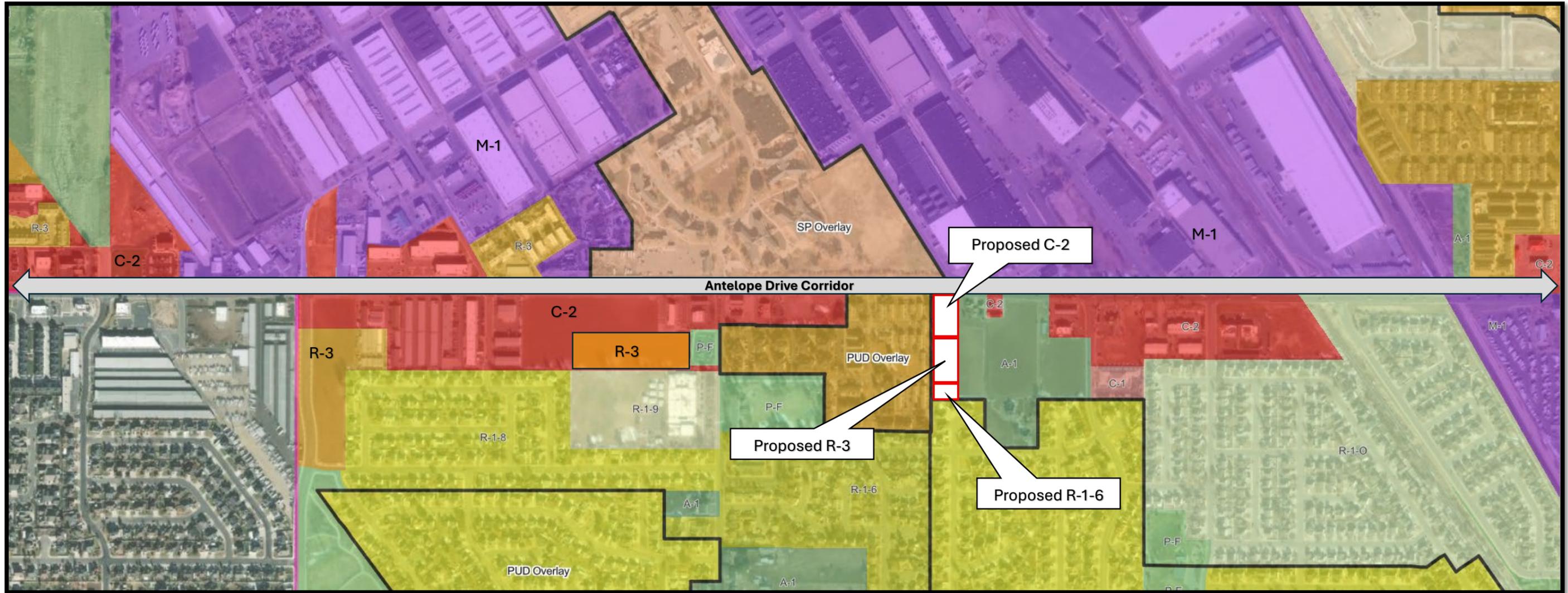


EXHIBIT A
ANTELOPE DRIVE COMMERCIAL CORRIDOR ZONING



TO: Mayor Shepherd and City Council Members

FROM: Tyson Stoddard, Planner

MEETING DATE: March 10, 2026

SUBJECT: A zoning map amendment request by Colin Brown to rezone the front portion (approximately 0.5 acres) of the subject property from R-3 (Residential) to C-2 (Commercial). Location: 260 West 1700 South (TIN:12-065-0156). Parcel Area: 1.882 Acres. (Legislative Matter)

RECOMMENDED ACTION

Discuss the rezone request for the subject property.

DESCRIPTION / BACKGROUND

The subject property is zoned R-3 (Residential) and currently has two (2) multifamily structures and a commercial storage facility on the property. Based upon staff research, multifamily buildings were constructed in 1945. Approximately forty (40) years later, the commercial storage facility was built on the front of the property along Antelope Drive. The purpose of this rezone request is to aid in the future subdivision and redevelopment of the front portion of the site with a new commercial use that would replace the existing commercial storage facility. The rear portion of the site with the multifamily buildings would remain with the zoning designation of R-3.

Public Comment

Mailed notices and the public hearing notice legal ad went out the week of February 16, 2026. Public Hearing Notice signs were placed in front of the property the week of February 23, 2025. No public comments were made during the public hearing with the Planning Commission on March 4, 2026.

Zoning Map Amendment Analysis

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

Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals of the General Plan and Map, as the C-2 Zone is one of the appropriate zones for current and future commercial activities.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	The C-2 Zone is conducive to redevelopment of the site with a new commercial use, and the request provides an opportunity to better align the zoning of the subject property with the General Plan future land use designation of “General Commercial”.

General Plan Analysis

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 6 - Land Use & City Form, which help provide a visual understanding of where and how growth, development, and change should—or should not—be accommodated over the next 10 to 20 years.

The future land use designation of the subject property as shown on the General Plan Future Land Use Map is “General Commercial”. This category is primarily for current or future commercial activities, including office, entertainment, retail, and restaurant uses. Residential may be considered but in the context of mixed-use with commercial, but cannot be considered without a commercial component.

The Zones that correspond to the “General Commercial” land use designation are the Commercial Zones (C-1 & C-2), the Downtown Redevelopment Zone (DR), and the Gateway Corridor Commerce Zone (CC).

Based on the review and analysis of the General Plan, staff finds that the C-2 Zone is appropriate for the subject property and consistent with the goals and objectives of the General Plan.

Findings and Conclusion

Based on the analysis of this request and the Clearfield City General Plan, the Planning Commission recommended APPROVAL to the Clearfield City Council for the proposed zoning map amendment. This recommendation was based on the analysis of the staff report and the following findings:

1. The proposed zoning map amendment is consistent with the “General Commercial” future land use designation as shown in the Clearfield City General Plan Future Land Use Map.

- 
2. A rezone to C-2 (Commercial) will be conducive to redevelopment of the front portion of the site with a new commercial use in accordance with the permitted and conditional uses of the C-2 Zone.

CORRESPONDING POLICY PRIORITIES

- Improving Clearfield's Image, Livability, and Economy

HEDGEHOG SCORE

Not considered

FISCAL IMPACT

Minimal.

ALTERNATIVES

The City Council will have the following decision options following the public hearing in the Policy Session scheduled for March 24, 2026.

1. Approve the zoning map amendment request by Colin Brown to rezone the front portion (approximately 0.5 acres) of the subject property to the C-2 Zone (Commercial).
2. Deny the zoning map amendment request by Colin Brown to rezone the front portion (approximately 0.5 acres) of the subject property to the C-2 Zone (Commercial).
3. Table the zoning map amendment request to a specific meeting date to request additional information to consider the request.

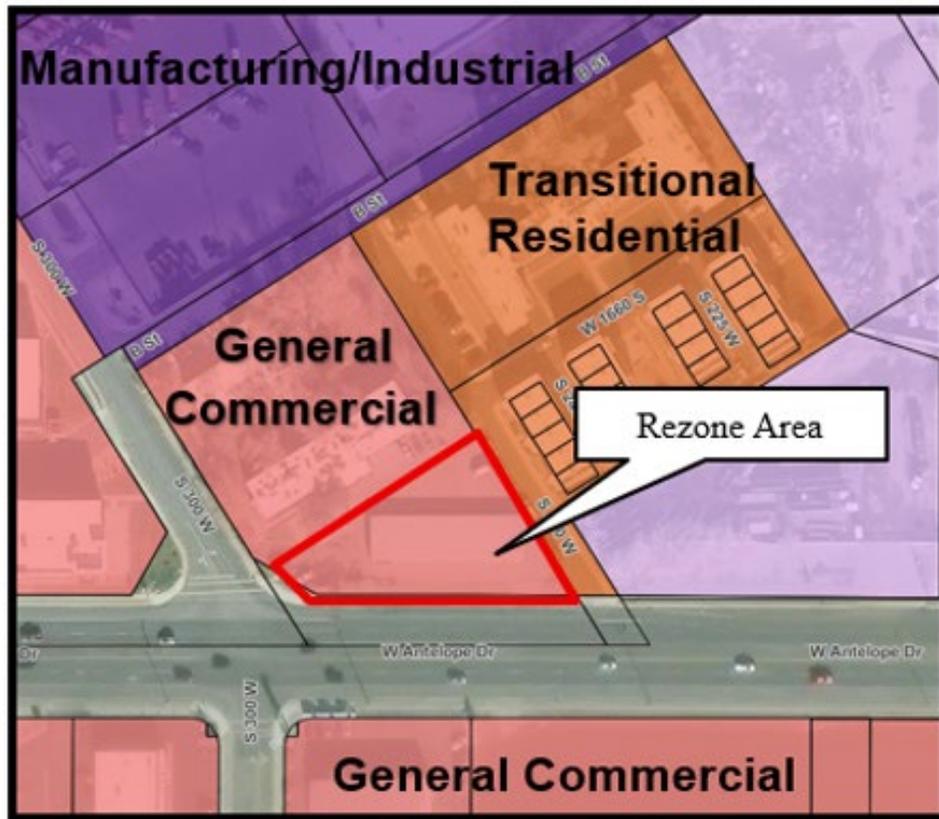
SCHEDULE / TIME CONSTRAINTS

City Council Work Session: March 10, 2026, City Council Public Hearing & Policy Session: March 24, 2026

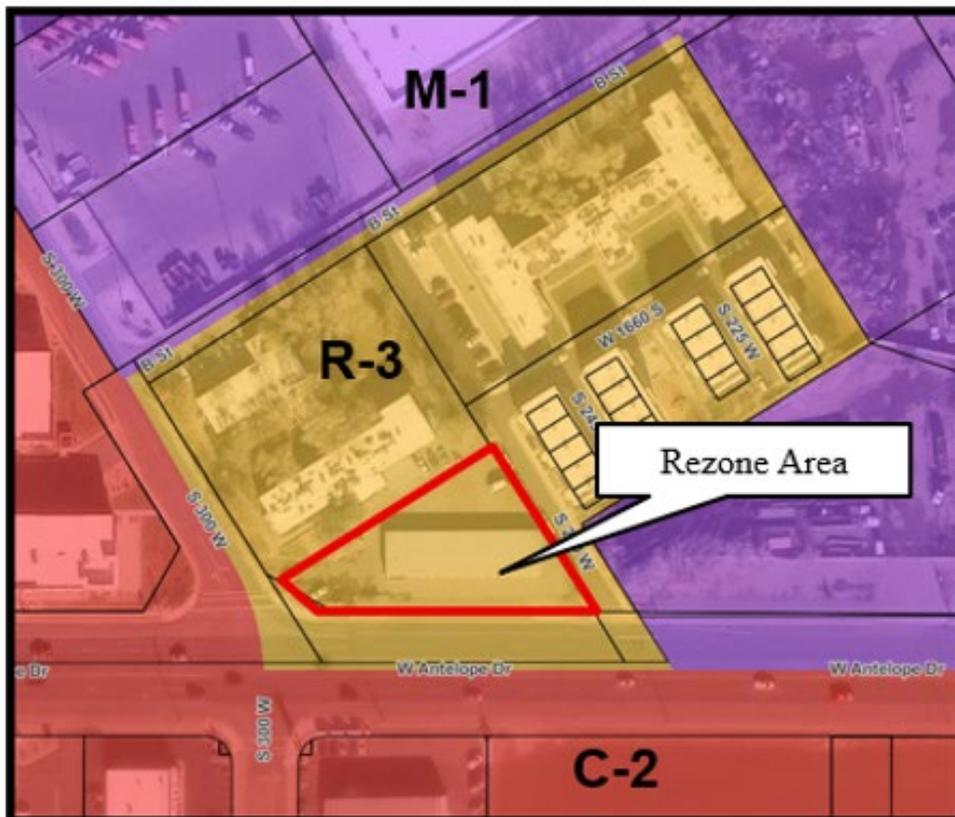
LIST OF ATTACHMENTS

- 260 West 1700 South – General Plan Map
- 260 West 1700 South – Zoning Map

260 WEST 1700 SOUTH – GENERAL PLAN MAP



260 WEST 1700 SOUTH – ZONING MAP



CLEARFIELD CITY ORDINANCE 2026-05

AN ORDINANCE REZONING THE PROPERTY LOCATED AT APPROXIMATELY 260 West 1700 SOUTH (12-065-0156) FROM R-3 (HIGH DENSITY RESIDENTIAL) TO C-2 (COMMERCIAL) AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones the property located at approximately 260 West 1700 South (12-065-0156) from R-3 (High Density Residential) to C-2 (Commercial) and amends the City's Zoning Map to reflect the change.

WHEREAS, pursuant to an application received by the City's Community Development office, the City Council must consider a change in the zoning for the property located at approximately 260 West 1700 South (12-065-0156); and

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

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

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

WHEREAS, following its public deliberation, the City Council has determined the zoning change listed below is in the best interest of Clearfield City and its residents allowing the subject property to be put to its highest and best use;

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

Section 1. Zoning Changes: The zoning for the property located at approximately 260 West 1700 South (12-065-0156) in Clearfield City, Davis County, Utah, will be changed from R-3 (High Density Residential) to C-2 (Commercial).

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

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

Dated this 24th day of March, 2026, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

ABSENT:

CLEARFIELD CITY ORDINANCE 2026-06

AN ORDINANCE REZONING THE PROPERTY LOCATED AT APPROXIMATELY 240 East 1700 SOUTH (TINS: 12-073-0133, AND 12-073-0109) FROM C-2 (COMMERCIAL) TO C-2 (COMMERCIAL), A-1 (AGRICULTURE), R-1-6 (RESIDENTIAL), AND R-3 (HIGH DENSITY RESIDENTIAL) FOR A MIXED USE DEVELOPMENT INCLUDING COMMERCIAL, TOWNHOME, AND SINGLE-FAMILY USES AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones the property located at approximately 240 East 1700 South (TINs: 12-073-0133 and 12-073-0109) from C-2 (Commercial) to C-2 (Commercial), A-1 (Agriculture), R-1-6 (Residential), and R-3 (High Density Residential) to allow for a mixed-use development including commercial, townhome, and single-family uses and amends the City's Zoning Map to reflect the change.

WHEREAS, pursuant to an application received by the City's Community Development office, the City Council must consider a change in the zoning for the property located at approximately 240 East 1700 South (TINs: 12-073-0133 and 12-073-0109); and

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

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

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

WHEREAS, following its public deliberation, the City Council has determined the zoning change listed below is in the best interest of Clearfield City and its residents allowing the subject property to be put to its highest and best uses;

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

Section 1. Zoning Changes: The zoning for the property located at approximately 240 East 1700 South (TINs: 12-073-0133 and 12-073-0109) in Clearfield City, Davis County, Utah, will be changed from C-2 (Commercial) to C-2 (Commercial), A-1 Agriculture, R-1-6 (Residential, and R-3 (High Density Residential to allow for a mixed-use development including commercial, townhome, and single-family uses. .

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

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

Dated this 24th day of March, 2026, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY ORDINANCE 2026-07

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

PREAMBLE: Ordinance 2008-06 enacted a consolidated fee schedule for utilities, recreation, licensing, permits, impact fees, building rental, etc. for Clearfield City Corporation. The Ordinance makes amendments to cemetery fees, recreation fees pavilion rental fees, special event fees, utility fees, business license fees, planning and zoning fees, building permit and development fees.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

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

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

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

Dated this 24th day of March, 2026, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: March 10, 2026

SUBJECT: Interlocal Agreement with Davis County for Prop 1 funding for the Depot Street Bike Lanes and Shared use Path

RECOMMENDED ACTION

Approve and enter the interlocal agreement with the County.

DESCRIPTION / BACKGROUND

The county has award the city with \$219,000 as reimbursement for the construction of the Depot Street bike lanes and shared use path using their Prop 1 funding source. The project is identified in the North Davis Active Transportation Implementation Plan. With the UTA Double Tracks project under design, the city is working with UDOT/UTA to have the shared use path included with the project as a betterment that the city will pay for. Latest estimates from UDOT suggest the trail will cost about \$380,000, but staff is working to bring that cost down.

CORRESPONDING POLICY PRIORITIES

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

We are improving the non-vehicular facilities to provide safe pathways. The hope in building more of these facilities is the reduction of vehicular traffic.

HEDGEHOG SCORE

18

FISCAL IMPACT

The agreement provides \$219,000 to the city. The trail betterment is estimated to be about \$380,000.



ALTERNATIVES

Decline the agreement and forego the construction of a trail or the bike lanes.

SCHEDULE / TIME CONSTRAINTS

Construction is estimated for 2027

LIST OF ATTACHMENTS

- Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement

INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS
OR PUBLIC TRANSIT PROJECT REIMBURSEMENT
(Fourth .25% County Option Sales and Use Tax for Highways or Public Transit)

This Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement (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 59-12-2219 (“Section 59-12-2219”) provides the Davis County Legislative Body with an opportunity to expend revenue generated from local option sales and use tax for the purposes set forth in Utah Code Section 59-12-2212.2 (“Section 59-12-2212.2”); and

WHEREAS, the City desires to commence and complete a project that satisfies the provisions of Section 59-12-2212.2 and the provisions of this Agreement, including, but not limited to, the Highways or Public Transit Proposal attached to this Agreement as Attachment 1 and incorporated into this Agreement by this reference (the “Project”); and

WHEREAS, the City desires to be reimbursed, in part, by the County for expenses incurred to complete the Project pursuant to the provisions of this Agreement; and

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

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to memorialize an agreement between the Parties for the commencement and completion of the Project, which satisfies the provisions of Section 59-12-2212.2 as well as the provisions of this Agreement.
- 2. The City’s Duties, Obligations, or Responsibilities.**
 - 2.1. The City shall commence and complete all material aspects of the Project on or before June 30, 2029.
 - 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, or Responsibilities.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project not to exceed \$219,000.00 only upon all of the following being satisfied by the City:
 - 3.1. The City commences and completes the full scope of the Project on or before June 30, 2029; and
 - 3.2. The City notifies the County of its 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.
- 4. Progress Payments Authorized.** The City may provide reimbursement requests to the County, no more frequently than quarterly, 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 \$219,000.00, 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, subject to Subsection 7.2.2. of this Agreement; and
 - 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
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, or regulation.
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 a material breach of 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 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(es) as 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> Clearfield City City Manager 55 South State Street Clearfield, UT 84015	<u>To the County:</u> Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	<u>With a Copy to:</u> Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025
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- 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 pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to 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. 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.
- 15. 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.
- 16. 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.
- 17. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.
- 18. 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.

19. 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.

20. 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.

21. 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.

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

<p>DAVIS COUNTY</p> <hr/> <p>John Crofts, Chair Davis County Board of Commissioners Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Brian McKenzie Davis County Clerk Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Davis County Attorney's Office</p>	<p>CLEARFIELD CITY</p> <hr/> <p>Print Name: _____ Print Title: _____ Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Print Name: _____ Title: _____ Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Clearfield City Attorney</p>
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Attachment 1

(Highways or Public Transit Proposal, 3 Pages)

Highways or Public Transit Proposal

Submitted by: JJ Allen, Clearfield City

jj.allen@clearfieldcityut.gov 801-525-2788

Project Title: Depot Street shared use path & bike lanes

Project Location: Clearfield, Depot St between State St and 1100 S

Facility Length:

Jurisdiction: State Owned Locally Owned Multiple (*please list*)

Agreements in place to construct trail on portions owned by UTA

Project Description: (*attach plans, maps, illustrations and/or other supporting documents*)

Install a 10' shared use path paved with asphalt and with striping down the middle for a 0.2 mile section. Install bike lane striping for 0.7 miles of bike lanes north and south of the shared use path creating one continuous path from State Street to 1100 south. Typical section for shared use path is 10 feet of asphalt and a 2 foot wide shoulder / shy zone. Typical bike lane is 6 feet preferred, 5 feet minimum. Adjacent to curb and gutter 4 foot minimum or 4 feet more than the gutter pan width. 6" stripe line.

Total Estimated Project Cost: \$ 273,000
(*attach detailed estimate*)

Local Funds Committed: \$ 54,000

3rd Party Funds Committed: \$

In Kind Donations: \$
(*dollar value*)

Other Contributions: \$

Davis County Funding Request: \$ 219,000

Depot Street - Bike Lanes

Striping of Depot Street to add dedicated bike lanes

Date: August 31, 2023

Concept Cost Estimate

Location:
 Depot Street
 (State St. to 1100 South)



Item	Description	Qty	Unit	Unit Price	Total
1	Remove Existing 4" Striping	900	lf	\$3.00	\$2,700.00
2	Remove Existing 24" Striping	80	lf	\$15.00	\$1,200.00
3	Remove Traffic Pavement Marking		ea	\$75.00	\$0.00
4	New 4" Traffic Striping (Solid Line)	26,900	lf	\$0.30	\$8,070.00
5	New 4" Traffic Striping (Skip Line)		lf	\$0.30	\$0.00
6	New 4" Traffic Striping (Broken Line)		lf	\$0.22	\$0.00
7	New 12" Traffic Striping (Solid Line)	60	lf	\$3.00	\$180.00
8	New 24" Traffic Striping (Solid Line)		lf	\$5.00	\$0.00
9	New Red Curb	12,400	lf	\$4.00	\$49,600.00
10	New Traffic Pavement Marking	30	ea	\$50.00	\$1,500.00
				SUBTOTAL =	\$63,250.00
				15%± Contingency =	\$9,487.50
				TOTAL =	\$72,737.50

CLEARFIELD CITY RESOLUTION 2026R-05

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY REGARDING THE DEPOT STREET BIKE LANES PROJECT.

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

WHEREAS, Utah Code Annotated §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 City desires to be reimbursed, in part, by the County for expenses incurred to complete the Depot Street Bike Lanes Project; and

WHEREAS, the Davis County desires to partially reimburse the city the permitted or authorized costs and expenses incurred by the City in connection with the Depot Street Bike Lanes Project; and

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

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement is approved and the Mayor is authorized to execute the agreement.

DATED this 24th day of March, 2026.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

TO: Mayor Shepherd and City Council Members

FROM: Braden Felix, Assistant Public Works Director

MEETING DATE: March 10, 2026

SUBJECT: Interlocal agreement with Davis County for Prop 1 funding for the Canal Trail Shared Use Path

RECOMMENDED ACTION

Approve the interlocal agreement with Davis County

DESCRIPTION / BACKGROUND

The county has awarded the city with \$363,000 in Prop 1 funding to help build the Canal Trail from 200 South to 300 North. The project was estimated to cost about \$400,000 two years ago. The trail will connect existing portions of the Canal Trail on property owned by the Davis Weber Counties Canal Company. The plans are 90% complete and are waiting for final approval before being advertised. Staff has the money for the trail programmed into their budget for this year, so construction can begin soon.

CORRESPONDING POLICY PRIORITIES

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

This trail connection will encourage more use and provide more non-vehicular travel options. Currently, the northern and southern trail portions are "connected" using signed paths on the neighborhood street. This connection will allow us to remove that pathway.

HEDGEHOG SCORE

18

FISCAL IMPACT

\$363,000 is reimbursement to the city from Davis County. The project is estimated to cost about \$400,000.



ALTERNATIVES

Reject the agreement and not building the project.

SCHEDULE / TIME CONSTRAINTS

Spring 2026

LIST OF ATTACHMENTS

- Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement

INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS
OR PUBLIC TRANSIT PROJECT REIMBURSEMENT
(Fourth .25% County Option Sales and Use Tax for Highways or Public Transit)

This Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement (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 59-12-2219 (“Section 59-12-2219”) provides the Davis County Legislative Body with an opportunity to expend revenue generated from local option sales and use tax for the purposes set forth in Utah Code Section 59-12-2212.2 (“Section 59-12-2212.2”); and

WHEREAS, the City desires to commence and complete a project that satisfies the provisions of Section 59-12-2212.2 and the provisions of this Agreement, including, but not limited to, the Highways or Public Transit Proposal attached to this Agreement as Attachment 1 and incorporated into this Agreement by this reference (the “Project”); and

WHEREAS, the City desires to be reimbursed, in part, by the County for expenses incurred to complete the Project pursuant to the provisions of this Agreement; and

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

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to memorialize an agreement between the Parties for the commencement and completion of the Project, which satisfies the provisions of Section 59-12-2212.2 as well as the provisions of this Agreement.
- 2. The City’s Duties, Obligations, or Responsibilities.**
 - 2.1. The City shall commence and complete all material aspects of the Project on or before June 30, 2029.
 - 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, or Responsibilities.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project not to exceed \$363,000.00 only upon all of the following being satisfied by the City:
 - 3.1. The City commences and completes the full scope of the Project on or before June 30, 2029; and
 - 3.2. The City notifies the County of its 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.
- 4. Progress Payments Authorized.** The City may provide reimbursement requests to the County, no more frequently than quarterly, 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 \$363,000.00, 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, subject to Subsection 7.2.2. of this Agreement; and
 - 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
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, or regulation.
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 a material breach of 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 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(es) as 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> Clearfield City City Manager 55 South State Street Clearfield, UT 84015	<u>To the County:</u> Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	<u>With a Copy to:</u> Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025
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- 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 pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to 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. 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.
- 15. 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.
- 16. 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.
- 17. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.
- 18. 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.

19. 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.

20. 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.

21. 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.

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

<p>DAVIS COUNTY</p> <hr/> <p>John Crofts, Chair Davis County Board of Commissioners Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Brian McKenzie Davis County Clerk Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Davis County Attorney's Office</p>	<p>CLEARFIELD CITY</p> <hr/> <p>Print Name: _____ Print Title: _____ Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Print Name: _____ Title: _____ Dated: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Clearfield City Attorney</p>
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Attachment 1

(Highways or Public Transit Proposal, 4 Pages)

Highways or Public Transit Proposal

Submitted by: JJ Allen, Clearfield City

jj.allen@clearfieldcityut.gov 801-525-2788

Project Title: Canal Trail

Project Location: Clearfield City, Approx. 750 E/200 S to 300 E/300 N

Facility Length: .65 mi

Jurisdiction: State Owned Locally Owned Multiple (*please list*)

Easements acquired from Davis/Weber Canal Co

Project Description: (*attach plans, maps, illustrations and/or other supporting documents*)

This project is to complete a section of an existing trail along the Davis Weber Canal in Clearfield City, from 200 South to 300 North. Typical section includes a 10 foot shared use path and a shoulder / shy zone of 2 feet wide.

Total Estimated Project Cost: \$ 452,650
(*attach detailed estimate*)

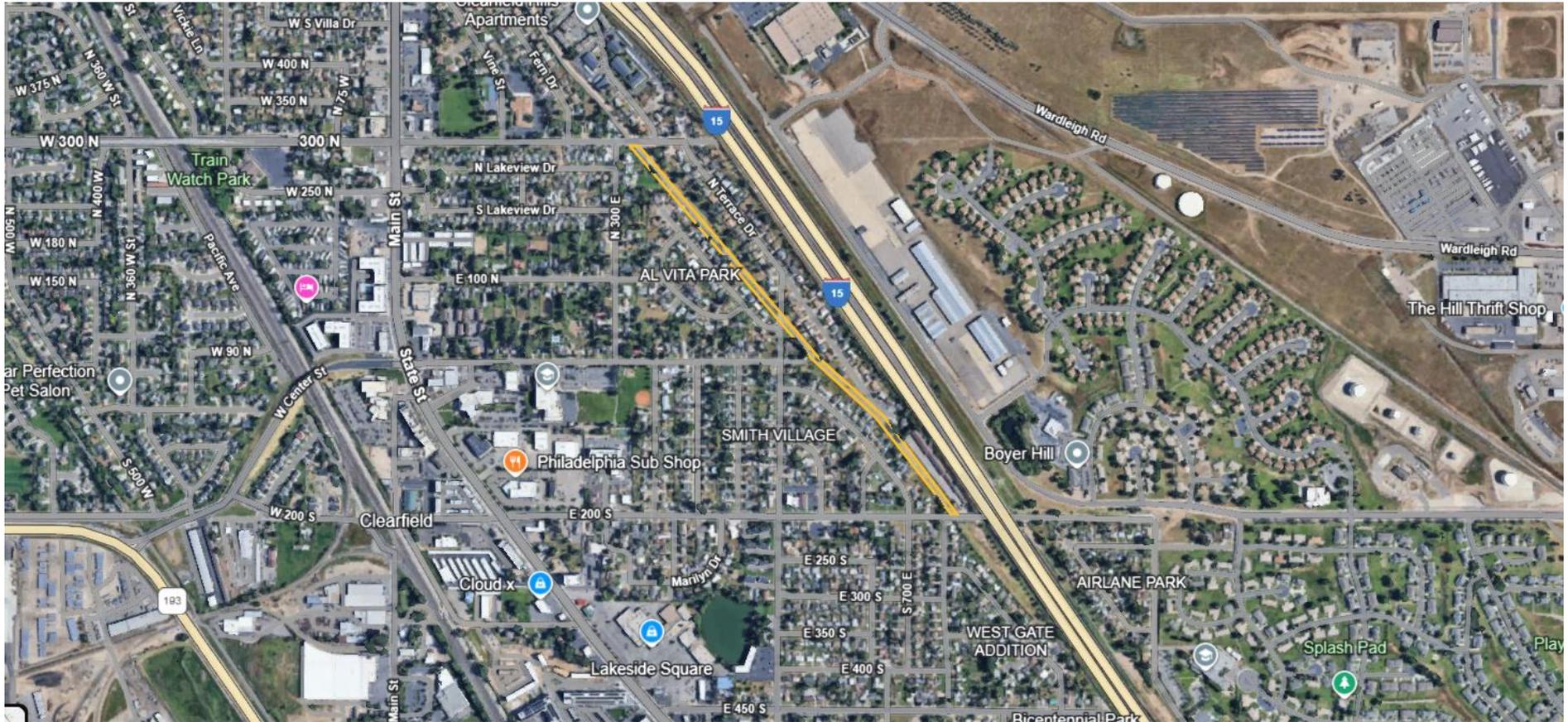
Local Funds Committed: \$ 90,500

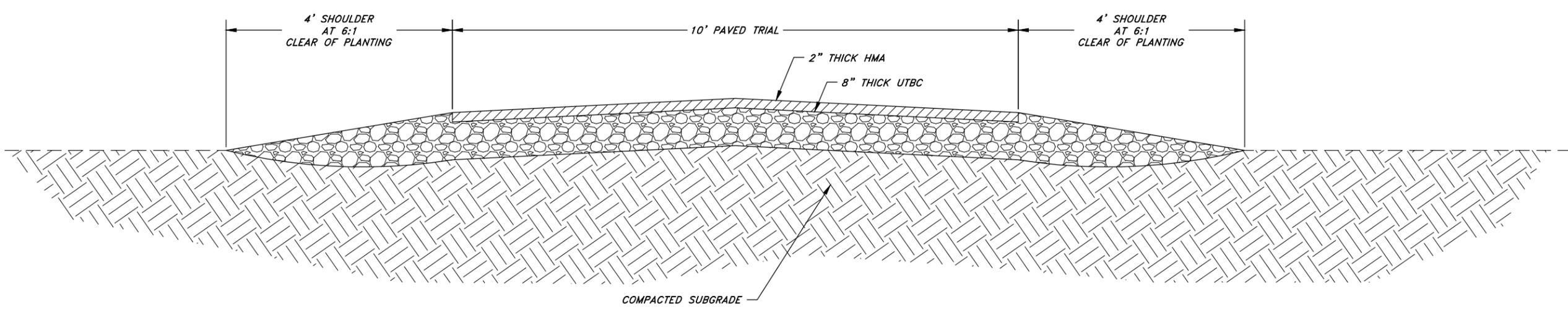
3rd Party Funds Committed: \$

In Kind Donations: \$
(*dollar value*)

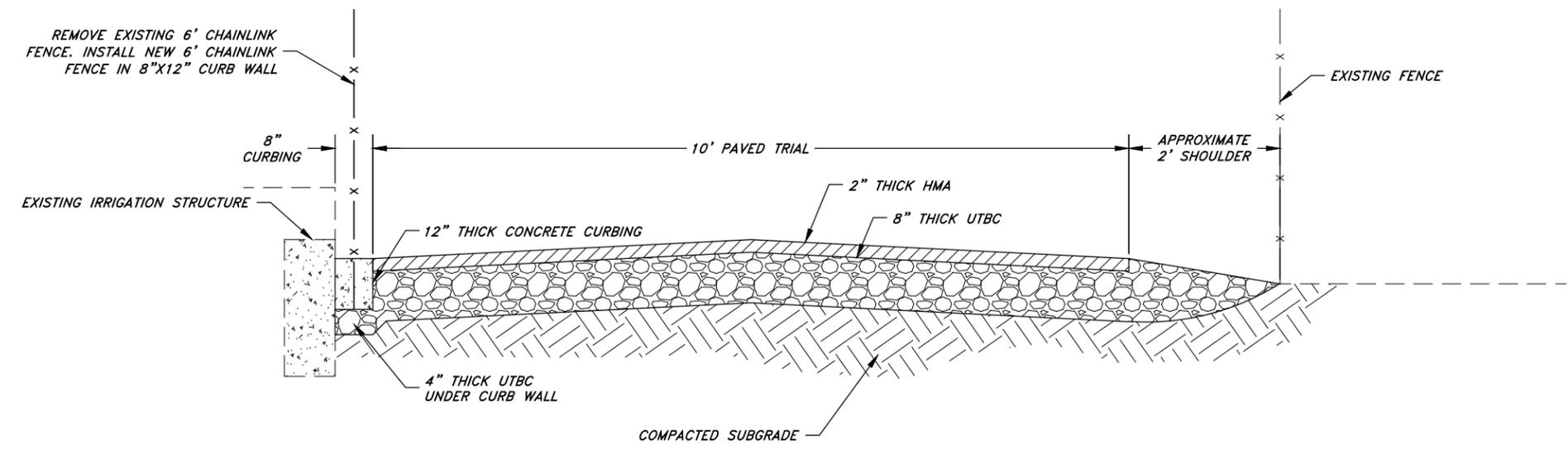
Other Contributions: \$

Davis County Funding Request: \$ 363,000





PAVED TRAIL DETAIL



PAVED TRAIL ADJACENT TO IRRIGATION STRUCTURE DETAIL

REV.	DATE	APPR.

SCALE:	BKJ DESIGNED	TIME	BKJ DRAWN	BKJ CHECKED
24" x 36"				
H:1 = 30'				
11" x 17"				
H:1 = 60'				

Canal Trail - 300 North to 200 South

Description: 10' wide asphalt trail (3,400 approx. length) w/ three street crossings. Represents typical city project design, bidding, & construction.

Date: 7/3/2024

Cost Estimate

Location:
300 North to 200 South



Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	ls	\$20,000.00	\$20,000.00
2	Traffic Control	1	ls	\$10,000.00	\$10,000.00
3	SWPPP	1	ls	\$3,000.00	\$3,000.00
4	Saw Cut Asphalt	230	lf	\$3.50	\$805.00
5	Remove existing asphalt	30	sy	\$30.00	\$900.00
6	Remove existing concrete flatwork	100	sf	\$25.00	\$2,500.00
7	Remove existing curb and gutter	230	lf	\$20.00	\$4,600.00
8	Remove fencing / gates	120	lf	\$12.00	\$1,440.00
9	Clear and Grub	6,750	sy	\$2.50	\$16,875.00
10	New Curb and Gutter	250	lf	\$40.00	\$10,000.00
11	New 6" thick concrete flatwork (Sidewalk, Drive approach, Driveway, and ADA Ramps)	1,300	sf	\$25.00	\$32,500.00
12	New UTBC	2,850	ton	\$36.00	\$102,600.00
13	New Asphalt	500	ton	\$140.00	\$70,000.00
14	Landscape restoration	200	sf	\$12.00	\$2,400.00
15	4" Striping (painted length)	850	lf	\$2.00	\$1,700.00
16	Crosswalk Striping (per bar)	30	ea	\$200.00	\$6,000.00
17	New Pedestian Crossing Warning Sign (Solar)	6	ea	\$4,000.00	\$24,000.00
18	New Streetlight (Cobra Head, no pole)	1	ea	\$5,000.00	\$5,000.00
19	New Barrier Gate	12	ea	\$2,000.00	\$24,000.00
SUBTOTAL =					\$338,320.00
5%± Engineering =					\$16,916.00
3%± Project Management Assistance =					\$10,149.60
10%± Contingency =					\$33,832.00
TOTAL =					\$399,217.60

CLEARFIELD CITY RESOLUTION 2026R-04

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY REGARDING THE CANAL TRAIL PROJECT.

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

WHEREAS, Utah Code Annotated §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 City desires to be reimbursed, in part, by the County for expenses incurred to complete the Canal Trail Project; and

WHEREAS, the Davis County desires to partially reimburse the city the permitted or authorized costs and expenses incurred by the City in connection with the Canal Trail Project; and

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

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement is approved and the Mayor is authorized to execute the agreement.

DATED this 24th day of March, 2026.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY: