CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
June 18, 2019 – WORK SESSION

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

Executive Conference Room
55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Discussion on the Award of Bid for the 1045 South 1350 West Storm Water Improvement Project

Discussion on the Autumn Ridge Phase 5 Final Subdivision Plat located at approximately 875 West 200 North (TINs: 12-019-0103 and 12-019-0117)

Discussion on the City's Moderate Income Housing Objectives

Discussion on Amendments to the Fiscal Year 2019 (FY19) Budget

Discussion on Amendments to the City's Consolidated Fee Schedule

*****ADJOURN AS THE CITY COUNCIL AND IMMEDIATELY RECONVENE AS THE CDRA IN A WORK SESSION *****

CDRA WORK SESSION

Discussion on the Interlocal Agreements with Other Taxing Entities Regarding the Lifetime Products CRA (Community Reinvestment Area)

Discussion on Amendments to the Fiscal Year 2019 (FY19) Budget

*****ADJOURN AS THE CDRA*****

Dated this 13th day of June, 2019.

/s/Nancy R. Dean, 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 525-2714, giving her 48-hour notice.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Mark Baird, Interim Public Works Director

MEETING DATE: June 11, 2019

SUBJECT: Discussion on the Award of Bid - 1045 South 1350 West Storm Drain Project

---

RECOMMENDED ACTION

Approve the award of the bid for the 1045 South 1350 West Storm Drain Project to Nezhoni Construction for the bid amount of $97,000, approve funding for the bid amount of $97,000.00 with contingency and engineering cost of $20,000.00 for a total project cost of $117,000.00; and authorize the Mayor's signature to any necessary documents.

DESCRIPTION / BACKGROUND

The City received bids from five contractors to install storm drain pipes and inlet boxes at the intersection of 1350 West 1045 South and a storm drain pipe and inlet boxes approximately 95 feet west of the intersection at 1350 West 1045 South. The project also includes the removal of the existing waterways and the installation of ADA accessible ramps at the intersection of 1350 West and 1045 South.

CORRESPONDING POLICY PRIORITY (IES)

Providing Quality Municipal Services

Mitigate regular flooding during storms that is caused by inadequate drainage in the area. Make the roadway in the area safer and smoother by removing the midblock waterway and the waterway in the intersection. Improve mobility for pedestrians in need of ADA accessible ramps.

FISCAL IMPACT

Budget:

FY19 STORM DRAIN ACCOUNT 535310 673001 #224 - $95,000.00

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

All work to be completed by October 30, 2019.

LIST OF ATTACHMENTS

- Bid Results / Bid Tabulations
- Scope of Work
- Engineers Letter of Recommendation

BID RESULTS

1045 South 1350 West Storm Water Improvement Project

OWNER: CLEARFIELD CITY
ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

BID DATE: Tuesday, June 4, 2019
TIME: 2:30 PM

BID LOCATION: Clearfield City Offices
55 South State Street; 3rd Floor
Clearfield, Utah 84015

BIDDERS NAME	ADDENDUM	BID BOND	BID AMOUNT
Corrio Construction	n/a	5%	$139,463.78
Marsh Construction	n/a	5%	$106,090.00
Nezhoni Construction LLC	n/a	5%	$97,217.93
Post Asphalt Paving & Construction	n/a	5%	$101,306.50
Sorensen, Craig F. Construction, Inc.	n/a	5%	$170,286.20

BID PROPOSAL TABULATION

1045 South 1350 West Storm Water Improvement Project

BID DATE: June 4th, 2019
OWNER: CLEARFIELD CITY
INTERIM PUBLIC WORKS DIRECTOR: MARK BAIRD

Bid Item	Description	Quantity	Unit	NeZhoni Construction LLC. P.O. Box 991 Kaysville, UT 84037		Post Construction 1762 West 1350 South Ogden, UT 84401		Marsh Construction Company 325 East 2000 North Ogden, UT 84414	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization, SWPPP and traffic control.	1	ls.	$16,000.00	$16,000.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00
2.	Saw cutting, removal and disposal of asphalt surfacing and roadbase to sub-base grade.	600	sy.	$12.50	$7,500.00	$12.75	$7,650.00	$8.00	$4,800.00
3.	Removal and disposal of concrete sidewalk/flatwork.	430	sf.	$9.00	$3,870.00	$4.50	$1,935.00	$3.00	$1,290.00
4.	Removal and disposal of concrete waterways.	1	ls.	$9.00	$9.00	$2,100.00	$2,100.00	$1,500.00	$1,500.00
5.	Removal and disposal of storm water catch basin.	2	ea.	$500.00	$1,000.00	$660.00	$1,320.00	$900.00	$1,800.00
6.	Removal and disposal of storm water pipe.	57	lf.	$9.00	$513.00	$13.25	$755.25	$25.00	$1,425.00
7.	Removal and disposal of existing curb and gutter.	130	lf.	$9.00	$1,170.00	$14.00	$1,820.00	$10.00	$1,300.00
8.	Furnish and install concrete curb and gutter.	130	lf.	$28.35	$3,685.50	$27.75	$3,607.50	$60.00	$7,800.00
9.	Furnish and install 4-inch thick concrete flatwork.	200	sf.	$9.00	$1,800.00	$7.75	$1,550.00	$8.00	$1,600.00
10.	Furnish and install 4-foot wide 4-inch thick sidewalk.	60	lf.	$20.43	$1,225.80	$31.25	$1,875.00	$40.00	$2,400.00
11.	Furnish and install handicap ramp (yellow in color).	3	ea.	$2,800.00	$8,400.00	$1,140.00	$3,420.00	$1,100.00	$3,300.00

Bid Item	Description	Quantity	Unit	NeZhoni Construction LLC. P.O. Box 991 Kaysville, UT 84037		Post Construction 1762 West 1350 South Ogden, UT 84401		Marsh Construction Company 325 East 2000 North Ogden, UT 84414	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
12.	Furnish and install 15-inch diameter rcp storm water pipe.	165	lf.	$46.95	$7,746.75	$43.25	$7,136.25	$55.00	$9,075.00
13.	Furnish and install a cast-in-place hooded storm water inlet catch basin box with troughs.	5	ea.	$1,500.00	$7,500.00	$3,000.00	$15,000.00	$2,800.00	$14,000.00
14.	Furnish and install a cast-in-place hooded storm water inlet catch basin box with troughs on existing storm water pipe.	1	ea.	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00
15.	Furnish and install 5-foot diameter storm water junction manhole.	1	ea.	$3,099.38	$3,099.38	$5,400.00	$5,400.00	$4,200.00	$4,200.00
16.	Furnish 1" diameter clean gravel pipe bedding materials.	100	ton	$23.75	$2,375.00	$24.00	$2,400.00	$25.00	$2,500.00
17.	Furnish clean import material for trench backfill.	150	ton	$21.95	$3,292.50	$16.75	$2,512.50	$25.00	$3,750.00
18.	Furnish and install untreated roadbase materials – 8" thick.	300	ton	$23.27	$6,981.00	$29.00	$8,700.00	$30.00	$9,000.00
19.	Furnish and install bituminous asphalt paving materials – 4" thick (APWA 2017, Class II, PG 58-28, 15% Max RAP Content).	150	ton	$95.00	$14,250.00	$95.00	$14,250.00	$120.00	$18,000.00
20.	Adjust manhole ring and cover to finish grade.	2	ea.	$200.00	$400.00	$850.00	$1,700.00	$500.00	$1,000.00
21.	Adjust valve box ring and cover to finish grade.	3	ea.	$200.00	$600.00	$725.00	$2,175.00	$450.00	$1,350.00
22.	Adjust storm water junction box frame and cover to finish grade.	1	ea.	$300.00	$300.00	$2,000.00	$2,000.00	$500.00	$500.00

Bid Item	Description	Quantity	Unit	NeZhoni Construction LLC. P.O. Box 991 Kaysville, UT 84037		Post Construction 1762 West 1350 South Ogden, UT 84401		Marsh Construction Company 325 East 2000 North Ogden, UT 84414	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
23.	Remove and replace all landscaping improvements, public/private damaged during construction.	1	ls.	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$6,500.00	$6,500.00
	TOTAL BID:				**$97,217.93**		**$101,306.50**		**$106,090.00**
	Surety Company			Guarantee Company of North America USA		Great American Insurance Company		Western National	
	City, State			Southfield, MI		Ogden, UT		Edina, MN	
	Bid Security - Bid Bond Amount			5%		5%		5%	
	Contractor's License Number			5945646-5501		321927-5501		376752-5501	

BID PROPOSAL TABULATION

1045 South 1350 West Storm Water Improvement Project

BID DATE: June 4th, 2019
OWNER: CLEARFIELD CITY
INTERIM PUBLIC WORKS DIRECTOR: MARK BAIRD

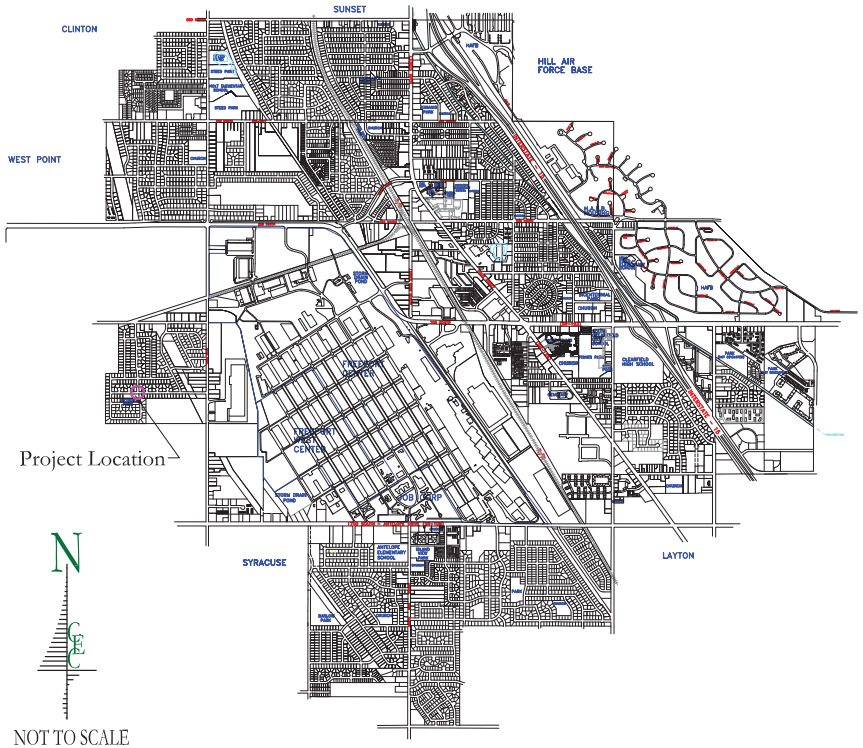
Bid Item	Description	Quantity	Unit	Corrio Construction 170 East 6400 South Murray, UT 84121		Sorensen, Craig F. Construction 981 South 2000 West Syracuse, UT 84075	
				Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization, SWPPP and traffic control.	1	ls.	$8,820.50	$8,820.50	$19,100.00	$19,100.00
2.	Saw cutting, removal and disposal of asphalt surfacing and roadbase to sub-base grade.	600	sy.	$20.34	$12,204.00	$61.50	$36,900.00
3.	Removal and disposal of concrete sidewalk/flatwork.	430	sf.	$4.20	$1,806.00	$4.70	$2,021.00
4.	Removal and disposal of concrete waterways.	1	ls.	$3,540.25	$3,540.25	$5,020.00	$5,020.00
5.	Removal and disposal of storm water catch basin.	2	ea.	$659.09	$1,318.18	$987.00	$1,974.00
6.	Removal and disposal of storm water pipe.	57	lf.	$48.89	$2,786.73	$34.60	$1,972.20
7.	Removal and disposal of existing curb and gutter.	130	lf.	$34.19	$4,444.70	$11.30	$1,469.00
8.	Furnish and install concrete curb and gutter.	130	lf.	$61.42	$7,984.60	$56.40	$7,332.00
9.	Furnish and install 4-inch thick concrete flatwork.	200	sf.	$20.34	$4,068.00	$8.45	$1,690.00
10.	Furnish and install 4-foot wide 4-inch thick sidewalk.	60	lf.	$27.12	$1,627.20	$8.45	$507.00
11.	Furnish and install handicap ramp (yellow in color).	3	ea.	$677.92	$2,033.76	$2,610.00	$7,830.00

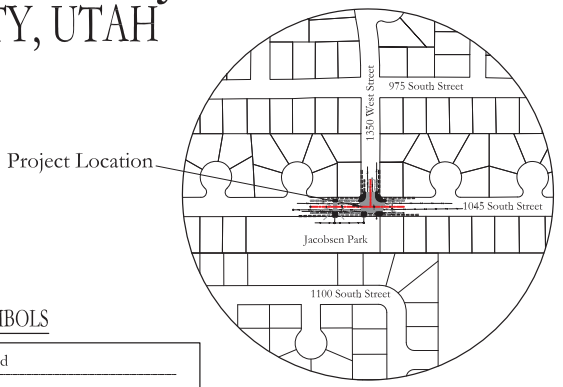
Bid Item	Description	Quantity	Unit	Corrio Construction 170 East 6400 South Murray, UT 84121		Sorensen, Craig F. Construction 981 South 2000 West Syracuse, UT 84075	
				Unit Price	Total Amount	Unit Price	Total Amount
12.	Furnish and install 15-inch diameter rcp storm water pipe.	165	lf.	$62.09	$10,244.85	$169.00	$27,885.00
13.	Furnish and install a cast-in-place hooded storm water inlet catch basin box with troughs.	5	ea.	$1,813.81	$9,069.05	$2,040.00	$10,200.00
14.	Furnish and install a cast-in-place hooded storm water inlet catch basin box with troughs on existing storm water pipe.	1	ea.	$2,892.46	$2,892.46	$2,480.00	$2,480.00
15.	Furnish and install 5-foot diameter storm water junction manhole.	1	ea.	$1,883.11	$1,883.11	$3,660.00	$3,660.00
16.	Furnish 1" diameter clean gravel pipe bedding materials.	100	ton	$57.25	$5,725.00	$21.30	$2,130.00
17.	Furnish clean import material for trench backfill.	150	ton	$58.00	$8,700.00	$15.30	$2,295.00
18.	Furnish and install untreated roadbase materials – 8" thick.	300	ton	$46.70	$14,010.00	$17.60	$5,280.00
19.	Furnish and install bituminous asphalt paving materials – 4" thick (APWA 2017, Class II, PG 58-28, 15% Max RAP Content).	150	ton	$190.82	$28,623.00	$162.00	$24,300.00
20.	Adjust manhole ring and cover to finish grade.	2	ea.	$602.60	$1,205.20	$677.00	$1,354.00
21.	Adjust valve box ring and cover to finish grade.	3	ea.	$753.24	$2,259.72	$451.00	$1,353.00
22.	Adjust storm water junction box frame and cover to finish grade.	1	ea.	$1,205.19	$1,205.19	$564.00	$564.00

Bid Item	Description	Quantity	Unit	Corrio Construction 170 East 6400 South Murray, UT 84121		Sorensen, Craig F. Construction 981 South 2000 West Syracuse, UT 84075	
				Unit Price	Total Amount	Unit Price	Total Amount
23.	Remove and replace all landscaping improvements, public/private damaged during construction.	1	ls.	$3,012.28	$3,012.28	$2,970.00	$2,970.00
	TOTAL BID:				**$139,463.78**		**$170,286.20**
	Surety Company			Great American Insurance Company		The Guarantee Company of North America USA	
	City, State			Salt Lake City, UT		Southfield, MI	
	Bid Security - Bid Bond Amount			5%		5%	
	Contractor's License Number			9404254-5551		237007-5501	

1045 SOUTH 1350 WEST
STORM WATER IMPROVEMENT PROJECT
CLEARFIELD CITY, DAVIS COUNTY, UTAH

PUBLIC WORKS DIRECTOR
SCOTT HODGE





LEGEND AND SYMBOLS

- Centerline of road
- Contour line (1234)
- Curb & gutter
- Easement line
- Fence
- Lot line
- Phase/boundary line
- Right of way line
- Section corner & line
- Culinary water manhole & pipe
- Fiber optic box & line
- Gas manhole & line
- Irrigation manhole and pipe
- Land drain manhole & pipe
- Power pole and line
- Sanitary sewer manhole & pipe
- Storm water manhole & pipe
- Telephone pedestal & line
- Fire hydrant
- Storm water catch basin
- Street sign
- Street light
- Water meter
- Water valve

*Note:
All existing features will be in a shaded line

SHEET INDEX	
1 OF 5	COVER
2 OF 5	NOTES
3 OF 5	PLAN & PROFILE
4 OF 5	DETAILS
5 OF 5	DETAILS

SWPPP SHEET INDEX	
SWPPP 1	PLAN & SWPPP DETAILS
SWPPP 2	SWPPP DETAILS

LICENSED PROFESSIONAL ENGINEER
05-16-19
No. 97-341144-2202
R. TODD FREEMAN
STATE OF UTAH

CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO.	DATE	BY	REVISIONS

DATE: MAY 2019
DRAWN: JLS
CHECKED: RTF

PROJECT / LOCATION: 1045 SOUTH 1350 WEST STORM WATER IMPROVEMENT PROJECT CLEARFIELD CITY, UTAH
TITLE: COVER

CLIENT: CLEARFIELD CITY
PROJECT NUMBER: CC.19003
FILE: ~cc19003 cover.dwg
SHEET: 1 of 5

EROSION CONTROL NOTES

1. During construction, the contractor shall be responsible for preventing and controlling soil erosion due to wind and water runoff. The contractor shall be sole responsible for constructing and maintaining the erosion control facilities. All surrounding streets shall be kept clean of debris from traffic from the project site.

2. The contractor shall comply with the requirements of the "best management practices" for storm water protection. This requirement may include protecting all inlet boxes, catch basins, drainage ditches, etc. during construction. The contractor shall protect all surrounding properties and streets from site runoff as required. Approved storm water protection methods and drainage provisions must be used to protect adjoining properties during construction.

3. The contractor shall use vehicle tracking control best management practices at all locations where vehicles will enter or exit the site. Control facilities must be maintained while construction work is in progress, adjusted when necessary, and removed from the site when the project is completed.

4. The contractor shall install storm water inlet protection devices immediately upon all individual storm water inlets becoming functional.

5. All wash water from construction vehicles (concrete trucks, vehicle cleaning, etc.) shall be disposed in a manner that prevents contact with natural storm water discharges from the site.

6. All construction materials spilled, dropped, washed or tracked from vehicles onto City roadways or into storm drainage facilities must be removed immediately.

7. No rubbish, trash, garbage or other such materials shall be discharged into drainage ditches or storm water runoff channels.

8. The contractor shall adhere to all conditions of the "Utah State Storm Water Pollution and Prevention Plan" adopted for this project. The contractor shall be responsible for adjusting the erosion control measures (silt fences, straw bales, etc.) due to grade changes or other unforeseen conditions during development of the project.

GENERAL CONSTRUCTION NOTES

1. The utilities shown on the drawings are for informational purposes only. The contractor shall locate all underground utilities, contact blue stakes and other applicable utilities prior to laying pipe within 200 feet of said utilities which may be exposed, damaged or crossed as shown on the drawings or as "blue staked". The contractor shall coordinate with the utility company to move the utility if necessary. The contractor shall not modify grade of project lines in order to go over and around existing utilities. The contractor shall pothole for the location of utilities prior to excavation.

2. The contractor shall review and verify all dimensions shown on the drawings. The contractor must bring to the attention of the Engineer any errors, discrepancy or conflicts found on any drawings of items that are located on the site.

3. The contractor shall be responsible to provide appropriate signing and barricading. All flagging, signage and barricades and all traffic control required shall be in compliance with the current "manual on uniform traffic control devices".

4. All public and private roadways must be cleaned daily, or as often as required, of all loose dirt, mud, gravel and all debris as a result of the construction work. This requirement shall apply continuously throughout the duration of the project and shall not be limited to normal construction working hours.

5. All dust on project site shall be controlled by sweeping and watering the construction area.

6. The contractor shall be completely responsible for the job site conditions during the course of construction, including safety of all persons and adjoining property. This requirement shall apply continuously throughout the duration of the project and not be limited to normal construction working hours.

7. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify project engineer of any discrepancies or conflicts prior to any connections being made.

8. The contractor shall be responsible for meeting all of the requirements established for safe trenching. (See OSHA and UOSHA requirements, latest editions).

9. Specific information provided in the contract documents shall supersede items covered in these drawings.

10. The contractor shall contact and coordinate all utility connections with the utility owner.

11. All construction to comply with specifications contained and with Clearfield City standards and specifications.

CALL BEFORE YOU DIG.
IT'S FREE &
IT'S THE LAW.
811
(TOLL FREE)
1-800-662-4111
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org

CAUTION NOTICE TO CONTRACTOR

The contractor is herewith instructed that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information shown is not to be relied on as being exact or complete. The contractor is required to call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. Is the sole responsibility of the contractor to relocate all existing utilities which conflict with the proposed improvements shown on the drawings.

The contractor shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property. This requirement shall apply continuously and not be limited to the normal working hours; and the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from sole negligence of the owner or the engineer.

ABBREVIATIONS USED IN DRAWINGS

adj	adjust	elec	electrical	hyd	hydrant	pi	point of intersection	sta	station
arv	air release valve	eg	existing grade/ground	in	inch	pl	property line	std	standard
bw	back of walk	elev	elevation	inv	invert	pp	power pole	sw	storm water
bvce	beginning vertical curve elev.	eoc	edge of concrete	irr	irrigation	pr	proposed	swmh	storm water manhole
bvcs	beginning vertical curve station	ep	edge of pavement	ld	land drain	prc	point of reverse curve	sy	square yard
bw	both ways	evce	end vertical curve elev.	lf	linear foot	prv	pressure reducing valve	tc	top of concrete
cb	catch basin	evcs	end vertical curve station	lip	lip of curb	pt	point of tangency	tbc	top back of curb
chord	chord bearing	ew	each way	lp	low point	pue	public utility easement	tele	telephone
cl	centerline	exist	existing	ls	lump sum	pvc	polyvinyl chloride pipe	toa	top of asphalt
cmp	corrugated metal pipe	ff	finished floor elevation	lt	left	r	radius	toe	toe of slope
co	clean out	fg	finished grade	max	maximum	rc	rebar & cap	top	top of slope
conc	concrete	fh	fire hydrant	mh	manhole	row	right of way	tow	top of wall
cw	culinary water	fl	flow line	min	minimum	rt	right	tow	top of walk
da	delta angle	fo	fiber optic	mon	monument	sec cor	section corner	typ	typical
det	detail	ft	foot	nts	not to scale	ser	south end radius	w	water
dia	diameter	gb	grade break	oc	on center	sf	square foot	wm	water meter
dip	ductile iron pipe	hdpe	high density poly ethylene	ohp	over head power	ss	sanitary sewer	wmh	water manhole
dwg	drawing	hp	high point	pc	point of curvature	smh	sanitary sewer manhole	wv	water valve

LICENSED PROFESSIONAL ENGINEER
05-16-19
No. 97-341144-2202
R. TODD FREEMAN
STATE OF UTAH

CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

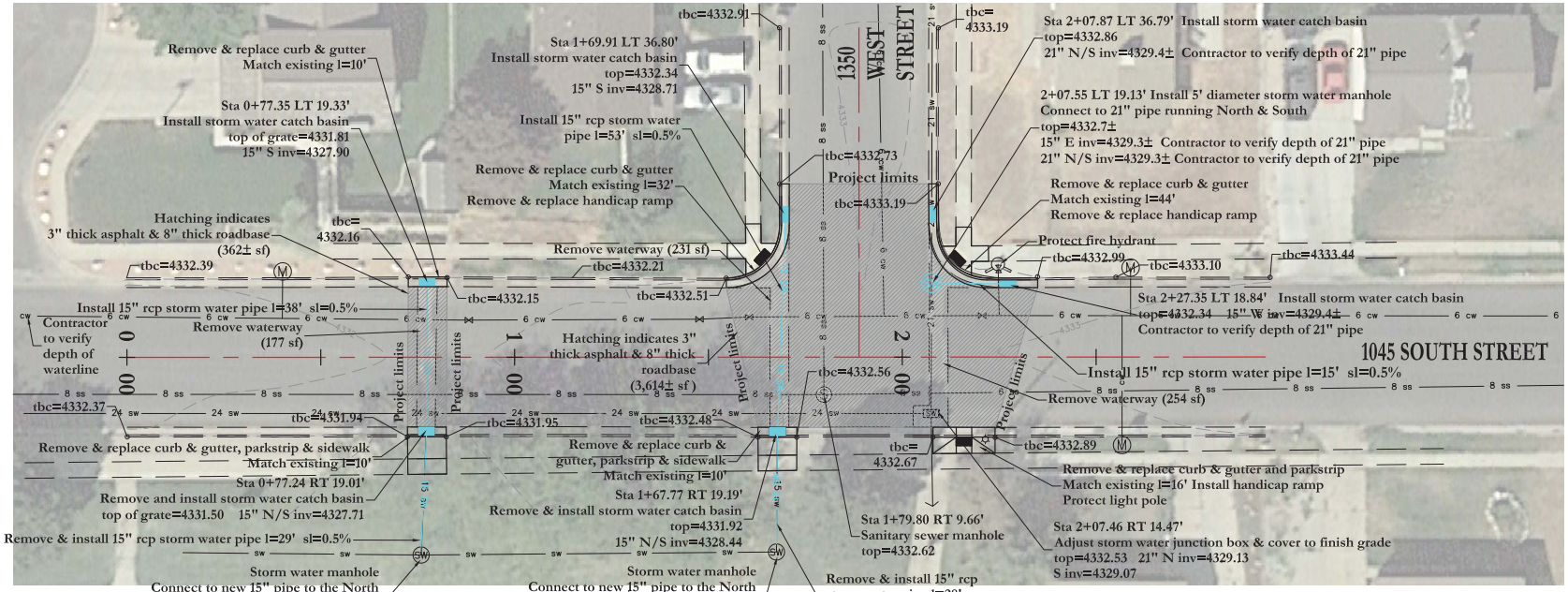
NO.	DATE	BY	REVISIONS

DATE: MAY 2019
DRAWN: JLS
CHECKED: RTF

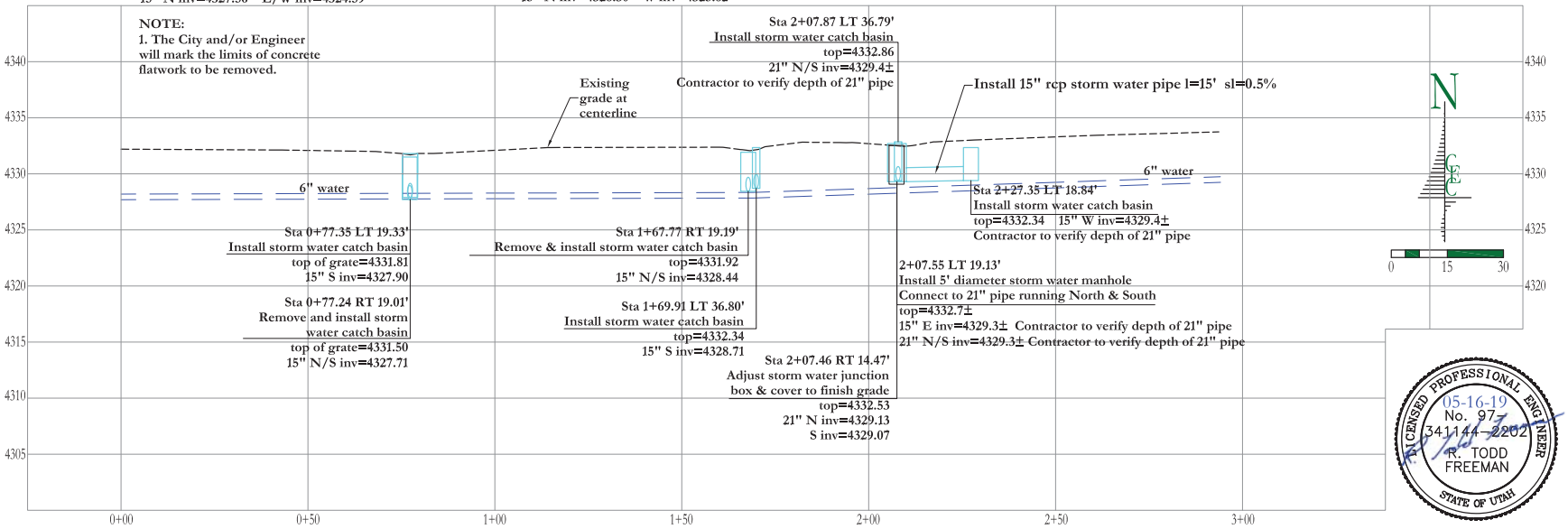
PROJECT / LOCATION: 1045 SOUTH 1350 WEST
STORM WATER IMPROVEMENT PROJECT
CLEARFIELD CITY, UTAH

TITLE: NOTES

CLIENT: CLEARFIELD CITY
PROJECT NUMBER: CC.19003
FILE: ~cc19003 cover.dwg
SHEET: 2 of 5



NOTE:
1. The City and/or Engineer will mark the limits of concrete flatwork to be removed.



CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO.	DATE	BY	REVISIONS

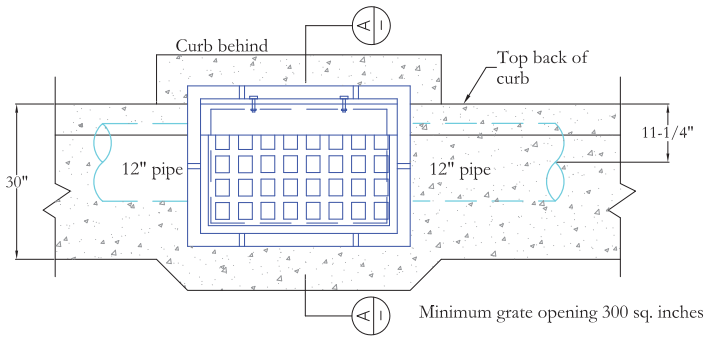
DATE: MAY 2019
DRAWN: JLS
CHECKED: RTF

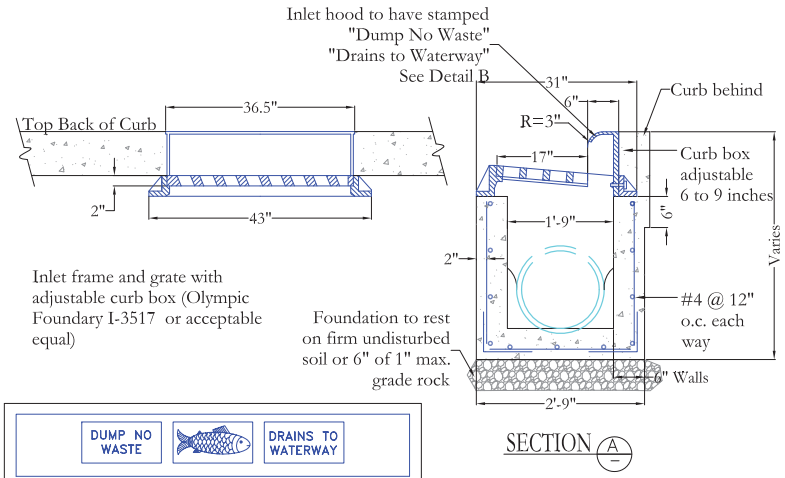
PROJECT / LOCATION: 1045 SOUTH 1350 WEST
STORM WATER IMPROVEMENT PROJECT
CLEARFIELD CITY, UTAH

TITLE: PLAN & PROFILE

CLIENT: CLEARFIELD CITY
PROJECT NUMBER: CC.19003
FILE: ~cc19003.dwg
SHEET: 3 of 5

LICENSED PROFESSIONAL ENGINEER
05-16-19
No. 9773411 44-2202
R. TODD FREEMAN
STATE OF UTAH





NOTES:

1. All reinforcement shall be #4 deformed steel, grade 60.

2. All reinforcement shall be placed at 9" o.c. each way in the floor and the walls.

3. The adjustable curb box inlet grate shall be bicycle safe. D&L Supply I-3517 or acceptable equal.

4. All pipes in the box shall be cut with the interior of the box and grouted smooth.

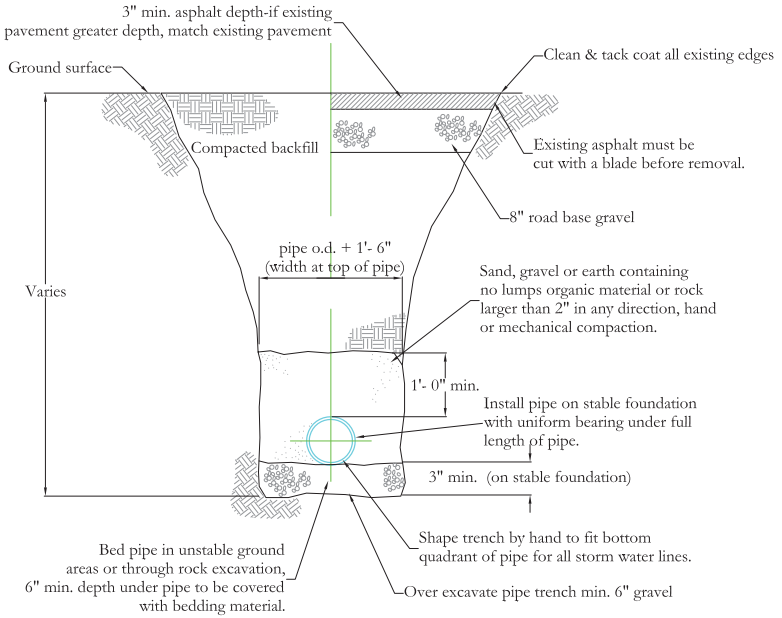
5. Rebar shall have 2" clear on earth side of structure.

HOODED INLET BOX

SCALE: NONE

1

-



NOTES:

1. The contractor shall be responsible for meeting all current OSHA and UOSH requirements for trench safety.

2. Contractor shall locate all underground utilities before laying pipe within 50' of said utilities which may be exposed, damaged or crossed as shown on the drawings or as "blue staked" the contractor will make arrangements with the utility company to move the utility if necessary or obtain permission from the project engineer to modify grade of pipeline in order to go around utilities.

3. Testing: All new storm water systems to be cleaned, "videotaped", and necessary repairs made before acceptance. All lines shall be pressure tested to 3.5 psi (min.) for 5 minutes. a mandrel or ball can be used to verify deformation of a pipe as determined from the videotape.

4. All storm water lines to be installed in roadway or under curb and gutter with approval by city engineer.

5. Minimum pipe size for storm water pipe is 15" diameter and must be concrete.

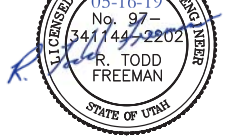
6. Minimum depth of storm water pipe shall be 24" cover over top of pipe bell for standard backfill material, or as approved by city engineer.

STORM WATER TRENCH CROSS-SECTION

SCALE: NONE

2

-



CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

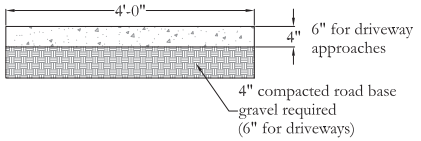
NO.	DATE	BY	REVISIONS

DATE: MAY 2019
DRAWN: JLS
CHECKED: RTF

PROJECT / LOCATION: 1045 SOUTH 1350 WEST STORM WATER IMPROVEMENT PROJECT CLEARFIELD CITY, UTAH

TITLE: DETAILS

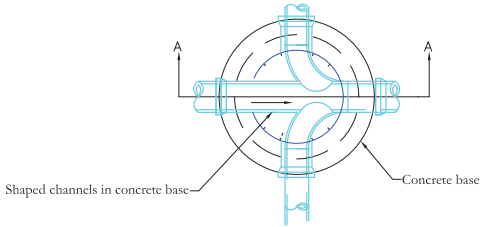
CLIENT: CLEARFIELD CITY
PROJECT NUMBER: CC.19003
FILE: details.dwg
SHEET: 4 of 5



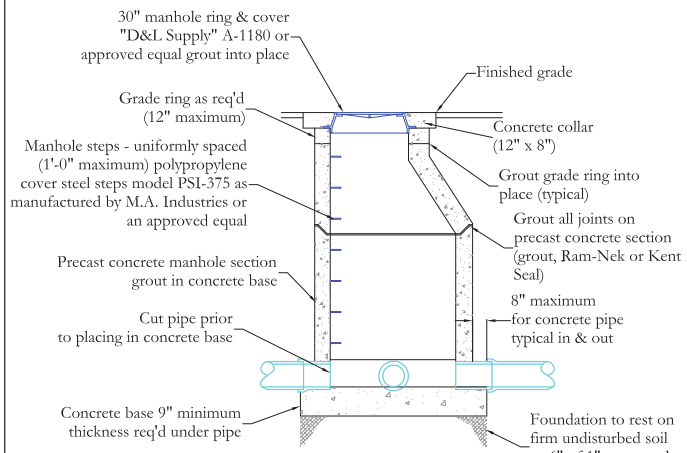
SIDEWALK SECTION

SCALE: NONE

1
-



PLAN



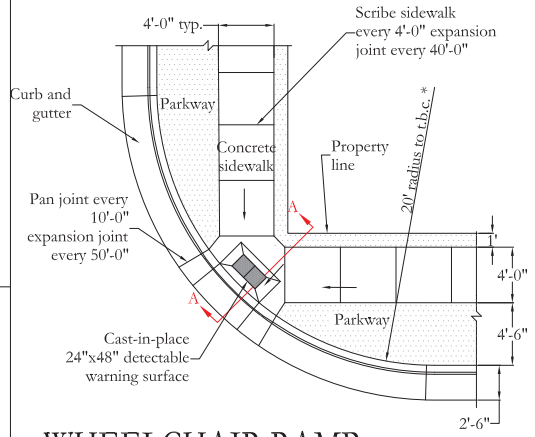
SECTION 'A'

NOTE:
Cast in place manhole shown precast reinforced manhole acceptable.

STANDARD STORM WATER MANHOLE

SCALE: NONE

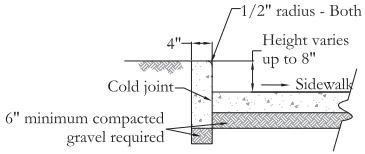
3
-



WHEELCHAIR RAMP- PEDESTRIAN ACCESS

SCALE: NONE

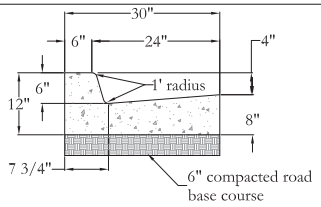
2
-



CURB WALL (HANDICAP RAMP)

SCALE: NONE

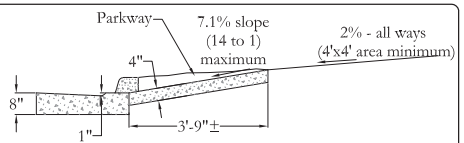
4
-



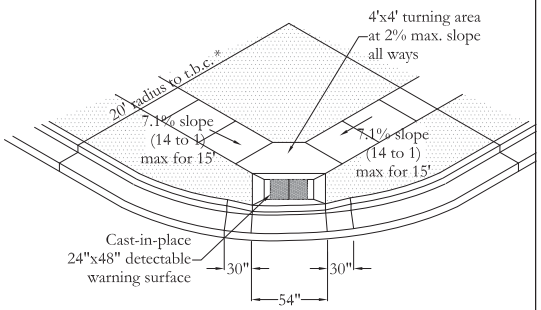
STANDARD 30" CURB & GUTTER

SCALE: NONE

5
-



SECTION A



PICTORIAL VIEW

NOTES:

1. A minimum 6" depth of roadbase material or crushed gravel shall be placed to grade and compacted under handicap ramps to 95% of maximum dry density prior to placement of concrete.

2. Locate all inlet grates 2' minimum away from the pedestrian crosswalk, with all drainage intercepted before storm water crosses the crosswalk area.

3. Slopes shown are maximum slopes.

4. Expansion joints shall be constructed by placing an approved material, (typically bituminous impregnated fiberboard), the full depth of the concrete. expansion material shall be set 1/4" below the finish level of sidewalk ramp.

5. Materials, construction, and workmanship shall be in accordance with Clearfield City standards and specifications.

6. When a city roadway intersects with a UDOT road, a 35' minimum radius (or other) will be required as per UDOT requirement.

7. Detectable warning surface materials & installation must conform to "ADA cast-in-place tactile warning panels" requirements & specifications.

8. Detectable warning panels by "ADA Solutions, Inc.", color to be specified by City. (other products to be approved by City prior to installation).



CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO.	DATE	BY	REVISIONS

DATE: MAY 2019
DRAWN: JLS
CHECKED: RTF

PROJECT / LOCATION: 1045 SOUTH 1350 WEST STORM WATER IMPROVEMENT PROJECT CLEARFIELD CITY, UTAH

TITLE: DETAILS

CLIENT: CLEARFIELD CITY
PROJECT NUMBER: CC.19003
FILE: details.dwg
SHEET: 5 of 5

CIVIL ENGINEERING CONSULTANTS, PLLC.

5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

4 June 2019

Clearfield City
55 South State Street
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council
Proj: **1045 South 1350 West Storm Water Improvement Project**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor and Council Members,

The "Bid Opening" for the above referenced project was conducted this afternoon. The lowest responsible bidder is NeZhoni Construction LLC of Kaysville, Utah.

Enclosed are the "Bid Results" and "Bid Proposal Tabulation". NeZhoni Construction's bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Nezhoni Construction's bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of $97,217.93 to NeZhoni Construction LLC.

Should you have any questions or desire additional information concerning the contractor or his bid, please feel free to contact our office at your earliest convenience.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.

R. Todd Freeman

R. Todd Freeman, S.E., P.E.
City Engineer

cc: Mark Baird – Interim Clearfield City Public Works Director
Brad Wheeler – Clearfield City Streets Superintendent

Planning Commission
STAFF REPORT

AGENDA ITEM
#3

TO: **Clearfield City Planning Commission**

FROM: **Brad McIlrath, Senior Planner**
brad.mcilrath@clearfieldcity.org
(801) 525-2784

MEETING DATE: **Wednesday, June 5th, 2019**

SUBJECT: Discussion and Possible Action on **FSP 1905-0004,** a final subdivision plat request by Hamblin Investments for a 13 lot single family subdivision to be called Autumn Ridge Phase 5. **Location:** Approximately 875 West 200 North (TIN: 12-019-0103 & 12-019-0117). **Aggregate Parcel Area:** 4.078 Acres. **Zone:** R-1-Open (Residential). **Planner:** Brad McIlrath **(Administrative Matter).**

RECOMMENDATION

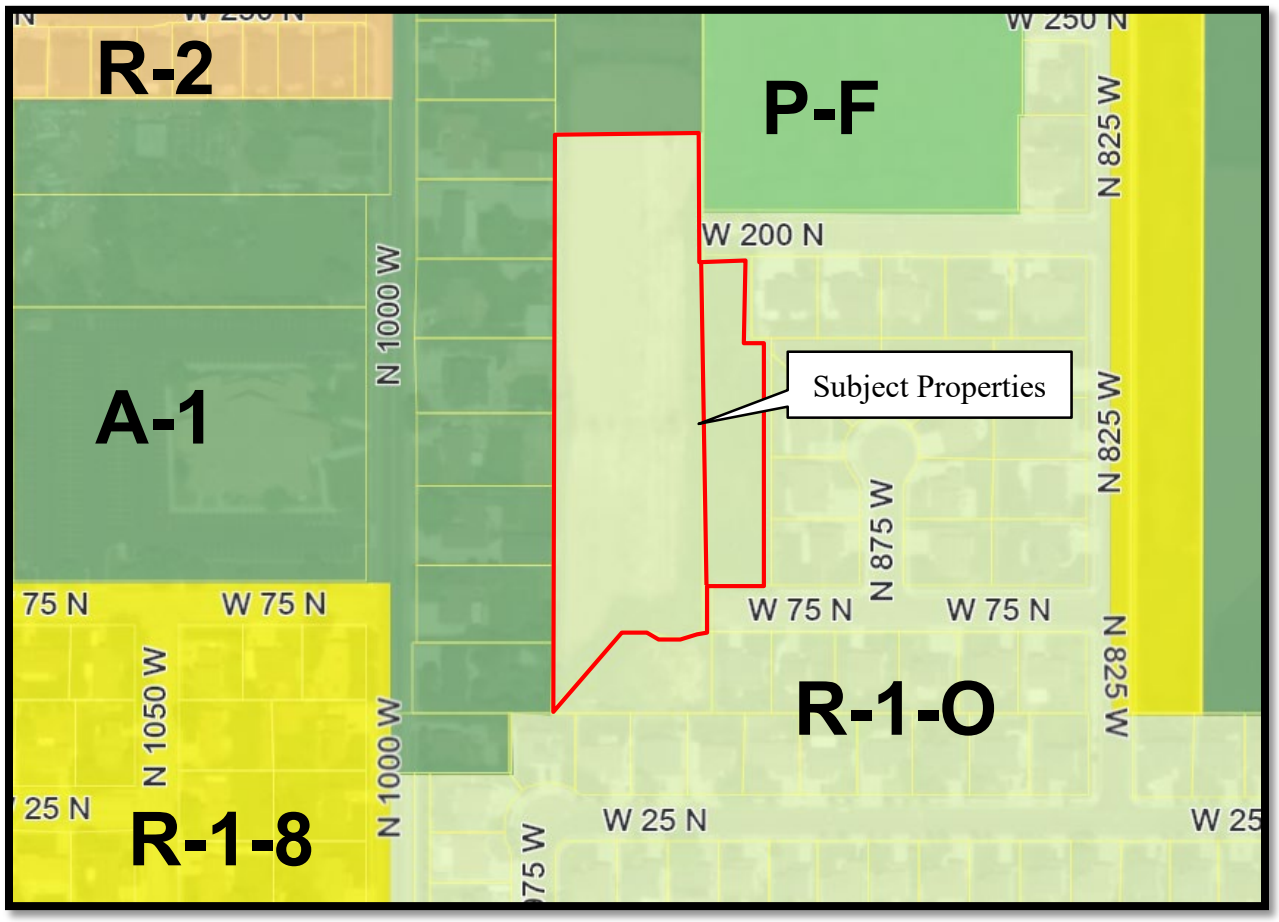
Staff recommends that the Planning Commission move to **approve as conditioned**, **FSP 1905-0004**, a final subdivision plat request by Hamblin Investments for a 13-Lot single-family subdivision (Autumn Ridge Phase 5) for the properties located at approximately 875 West 200 North (TIN: 12-019-0103 & 12-019-0117). This recommendation is based on the subdivision discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Autumn Ridge Phase 5
Site Location	Approximately 875 West 200 North
Tax ID Number	12-019-0103 & 12-019-0117
Applicant	Hamblin Investments
Owners	Franklin D & Gayle N Ball Trustees & Mike Shultz Construction Inc.
Proposed Actions	Final Subdivision Plat Approval
Current Zoning	R-1-Open (Residential)
General Plan Land Use Classification	Residential
Gross Site	4.078 Acres

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Residential Single-Family	A-1 (Agricultural)	Residential
East	Residential Single-Family	R-1-O (Residential)	Residential
South	Residential Single-Family	R-1-O (Residential)	Residential
West	Residential Single-Family	A-1 (Agricultural)	Residential

Aerial Image & Zoning



BACKGROUND & OVERVIEW

The applicant is requesting to subdivide one entire property and a portion of another into thirteen (13) single-family lots. This subdivision request is phase 5 of the Autumn Ridge subdivision and would complete this development in this area. This subdivision includes the connection of local streets 200 North and 75 North to match the existing utility infrastructure that is already in place.

General Plan and Zoning
The properties of this subdivision previously had two different zoning classifications. The portion of the larger property was zoned A-1 (Agricultural) but was recently rezoned to R-1-Open to match the property to the east and the previous phases of the Autumn Ridge single-family development.

FINAL SUBDIVISION PLAT REVIEW

The final subdivision plat submission includes street improvement plans, an overall grading and drainage plan, an overall utility plan, and a storm water pollution prevention plan (SWPPP). The Clearfield City Engineer and Staff Engineer have reviewed the final plat and improvement drawings and have provided comments along with the attached review letter dated 23 May 2019. As required by ordinance, the applicant will need to provide a Geotechnical report for review by the City Engineer. The development agreement for this phase will need to be approved by the City Council and recorded with the final subdivision plat. As indicated on the overall grading and drainage plan, the developer plans to use the detention basin of phase 4 to also catch and manage the storm water drainage for phase 5.

R-1-Open Open Space Requirement
The shared storm water detention basin is intended to meet the needs of the open space requirement for both phases 4 and 5. With a combined development area of approximately fourteen (14) acres, and a total lot number of thirty nine (39) lots combined, Autumn Ridge phases 4 and 5 have a density of three (3) units to an acre. This requires that 1% to 4% of the development be developed as open space. With a combined detention basin of 17,859.6 square feet, 3% of the developed area for these two phases is developed as open space which meets ordinance standards. To be consistent with the first three phases of the Autumn Ridge development, a homeowners association will need to be set up for one or both of these final two phases (4 & 5) to maintain the open space and storm water detention area. The applicant has provided a copy of the declaration of covenants, conditions, and restrictions for Autumn Ridge Estates that was used for the first three phases of the development. This document is reviewed in further detail in the following section of this report.

Development Agreement
As required in the R-1-Open Zone, a development agreement must be executed between the developer and Clearfield City to incorporate and cover the requirements of the zone. The development agreement is required to spell out the density and open space requirements for the development as well as the maintenance of the open space area. The applicant will need to provide a draft document for review by Community Development staff and the Legal Department prior to review and approval by the Clearfield City Council.

Public Comment
Public notices were posted on May 24, 2019. As of the date of this report, no comments have been received regarding the final subdivision plat request. Comments and questions were received during the rezone and preliminary plat review. All comments and questions received to date have been to find out when the development will be moving forward, with no concerns about this final phase of the development.

PRIVATE COVENENTS AND RESTRICTIONS

Pursuant to City Code § 11-13-24, and as required to maintain the open space, the subdivision must submit homeowner association codes, covenants and restrictions (CC&R's) for the City's review. The purpose and requirement for CC&R's is to govern the maintenance and upkeep of the open space and

detention basin of this development. The CC&R's are private contracts between the property owners' association and the individual home owners. While the City is not a party to this document, the City reviews it in terms of compliance with State and City code requirements related to the interests of the City. The review of the proposed CC&Rs by the City Attorney, Planning Commission and the City Council, will insure the required elements and items are included in the documents necessary to the City that will be recorded with the County in conjunction with the subdivision plat. These CC&Rs will run with the land and final review is subject to the City Attorney's comments prior to final plat recordation.

The developer intends to be consistent with the CC&R's and HOA as used for the first three phases. As such a copy of those CC&R's have been provided for review. An updated version for this phase of the development will need to be provided and approved by the City prior to recording with the final plat. As this phase will share the open space / detention area with phase 4, a joint HOA that includes phases 4 & 5 is recommended, but may not be fully feasible if there is not already an HOA established for phase 4.

A summarized review of the submitted CC&R's for the project is provided below:

	Specific Provision	Inclusion in CC&R's
All covenants, conditions and restrictions shall include management policies which shall set forth the quality of maintenance that will be performed and who is to be responsible for said maintenance within said condominium development. Said document shall, at a minimum, contain the following:		
1)	The establishment of a private association or corporation responsible for all maintenance, which shall levy the cost thereof as an assessment to each unit owner within the townhome development.	INCLUDED. Page 9 "Homeowner Association" of the CC&Rs outlines the establishment of the homeowner association along with assessments and powers to maintain common areas for the development. Exhibit C provides a maintenance chart for the development.
2)	The establishment of a management committee, with provisions setting forth the number of persons constituting the committee, the method of selection and the powers and duties of said committee and including the person, partnership or corporation with property management expertise and experience who shall be designated to manage the maintenance of the common areas and facilities in an efficient and quality manner.	PARTIALLY INCLUDED. Page 9 "Management of the Association" outlines the organization of, powers and obligations, and operating practices for the homeowners association with a Board of Trustees. Language is provided to outline the powers and duties of the Board of Trustees along with an Architectural Review Committee. Page 5 "Use Restrictions and Nature of the Project" outlines the standards of the development, but does not include the maintenance or control of the common open space / detention area. Language regarding the establishment of the common open space and the maintenance of the open space will need to be included in the CC&R's for phase 5 of the Autumn Ridge development.

3)	The method of calling a meeting of the members of the corporation or association, with the members thereof that will constitute a quorum authorized to transact business.	INCLUDED. Page 9 "Status and General Authority of the Board of Trustees" outlines the authority and procedures for meetings and process to transact business for the HOA.
4)	The manner of collection from unit owners for their share of common expenses and the method of assessment.	INCLUDED. Page 10 "Architectural Review Committee" outlines the policies and procedures for collection of assessments for common expenses as well as the impacts on nonpayment. The Board of Trustees also serve as members of the Architectural Review Committee and have authority to impose assessments for the development.
5)	Provisions as to percentage of votes by unit owners which shall be necessary to determine whether to rebuild, repair and restore or sell property in the event of damage or destruction of all or part of the project.	INCLUDED. Page 10 "Architectural Review Committee" outlines the process for maintenance and upkeep of the development subject to standards. This section outlines the ARC authority to require compliance and the penalties for noncompliance.
6)	The method and procedure by which the declaration may be amended.	INCLUDED. Page 15 "Amendments" Provides direction for amendments to the declaration and the procedure by which it may be accomplished.

CONDITIONS OF APPROVAL

1) Plans shall be revised to address Clearfield City Engineering requirements prior to obtaining final signatures on the plat and recording of that plat.

2) A development agreement for Autumn Ridge Phase 5 shall be submitted and approved by the Clearfield City Council. The development agreement shall be consistent with the development standards of the R-1-O zone and incorporate elements common to all phases of the Autumn Ridge development for open space maintenance and density allowances.

3) The CC&R's shall be revised to address the elements of the open space / detention area and if possible shall include both phases 4 and 5 of the Autumn Ridge development.

4) The applicant shall record the executed development agreement and the CC&R's for the homeowner's association with the final subdivision plat.

5) The applicant is responsible for the replacement or repair of deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision. This includes, but is not limited to: curb and gutter, sidewalks, landscaping park strip improvements, driveways, etc.

6) An Escrow agreement will be subject to approval by the City Engineer and City Attorney and an escrow account shall be established prior to obtaining any permits being issued for the

properties or plat being recorded. Installation of required improvements or an escrow account shall be established prior to recordation of the Final Plat as outlined in 12-4-6.

ATTACHMENTS

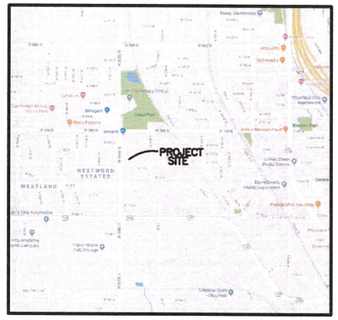
1. Subdivision Plat
2. Subdivision Improvement Drawings
3. Engineering Review Letter dated 23 May 2019
4. North Davis Fire District Review Letter dated 23 May 2019

Reeve & Associates, Inc. - Solutions You Can Build On

SHEET 1 OF 1

AUTUMN RIDGE ESTATES PHASE 5

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CLEARFIELD CITY, DAVIS COUNTY, UTAH
MAY, 2019



VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 3 OF CLAIR & JOAN HESLOP SUBDIVISION, SAID POINT BEING S89°51'46"E 220.20 FEET AND S00°08'14"W 544.96 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S89°50'12"E 201.34 FEET; THENCE S00°01'26"E 159.69 FEET; THENCE S89°55'31"E 65.38 FEET TO THE WESTERLY LINE OF AUTUMN RIDGE ESTATES PHASE 4; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TEN (10) COURSES: (1) S00°04'29"W 110.00 FEET; (2) S89°51'46"E 27.53 FEET; (3) S00°08'14"W 330.89 FEET; (4) N89°55'31"W 79.66 FEET; (5) S00°04'29"W 60.00 FEET; (6) N89°55'31"W 9.12 FEET; (7) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 14.27 FEET, A DELTA ANGLE OF 27°15'58", A CHORD BEARING OF S76°26'30"W, AND A CHORD LENGTH OF 14.14 FEET; (8) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 63.50 FEET, A DELTA ANGLE OF 60°38'06", A CHORD BEARING OF N86°52'26"W, AND A CHORD LENGTH OF 60.58 FEET; (9) WEST 35.28 FEET; AND (10) S41°59'01"W 144.36 FEET TO THE EXTENSION OF THE EASTERLY LINE OF CLAIR & JOAN HESLOP SUBDIVISION; THENCE N00°07'00"E ALONG SAID LINE, 768.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 177,657 SQUARE FEET OR 4.078 ACRES MORE OR LESS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S89°51'46"E.

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. THE BOUNDARY WAS DETERMINED BY ADJACENT SUBDIVISIONS AND BY DEED USING THE MONUMENTS SHOWN HEREON. ALL REAR LOT CORNERS WERE SET WITH A ⅝" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

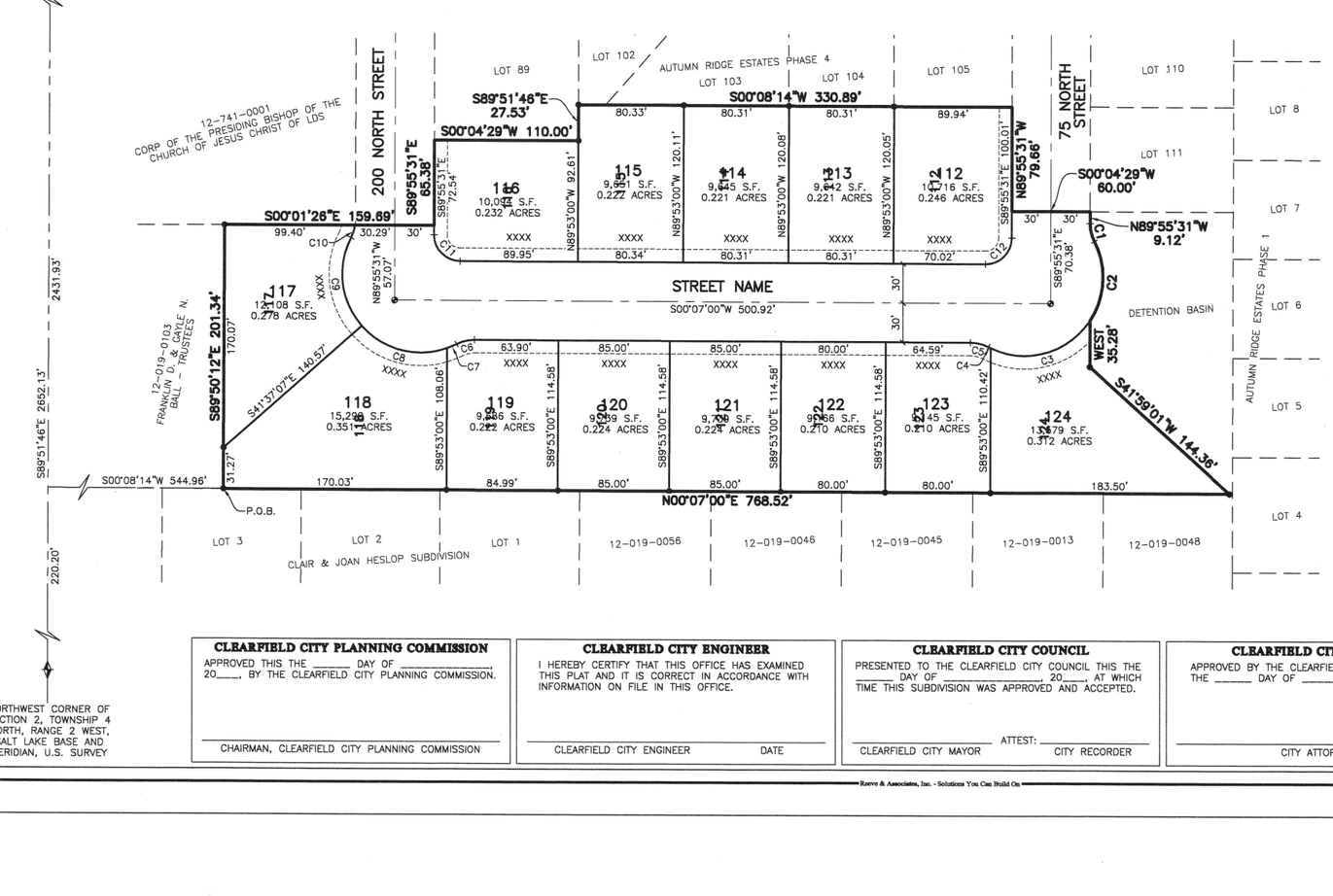
CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	30.00'	14.27'	14.14'	7.27'	S76°26'30"W	27°15'58"
C2	60.00'	63.50'	60.58'	35.09'	N86°52'26"W	60°38'06"
C3	60.00'	86.01'	78.83'	52.28'	N15°29'17"W	82°07'53"
C4	60.00'	1.87'	1.87'	0.93'	N26°28'09"E	1°46'58"
C5	30.00'	14.26'	14.13'	7.27'	N13°44'19"E	27°14'38"
C6	30.00'	14.28'	14.14'	7.28'	N13°30'59"W	27°15'58"
C7	60.00'	8.02'	8.01'	4.01'	N23°19'18"W	7°39'20"
C8	60.00'	71.36'	67.23'	40.58'	N14°34'36"E	68°08'27"
C9	60.00'	71.94'	67.70'	41.00'	N82°59'38"E	68°41'37"
C10	30.00'	10.07'	10.02'	5.08'	S77°16'28"E	19°13'50"
C11	20.00'	31.40'	28.27'	19.99'	S45°05'45"W	89°57'29"
C12	20.00'	31.43'	28.29'	20.01'	S44°54'15"E	90°02'31"

Legend

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = ROAD CENTERLINE
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = 10' PUBLIC UTILITY EASEMENT
- = SECTION TIE LINE

50 0 50 100 150
Scale: 1" = 50'



NORTHWEST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **AUTUMN RIDGE ESTATES PHASE 5** IN **CLEARFIELD CITY, DAVIS COUNTY**, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **CLEARFIELD CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20___.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PUBLIC STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **AUTUMN RIDGE ESTATES PHASE 5**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20___.

FRANKLIN D. & GAYLE N. BALL – TRUSTEES

MIKE SCHULTZ CONSTRUCTION INC

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

CLEARFIELD CITY PLANNING COMMISSION

APPROVED THIS THE _____ DAY OF _____, 20___, BY THE CLEARFIELD CITY PLANNING COMMISSION.

CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

CLEARFIELD CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CLEARFIELD CITY ENGINEER DATE

CLEARFIELD CITY COUNCIL

PRESENTED TO THE CLEARFIELD CITY COUNCIL THIS THE _____ DAY OF _____, 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CLEARFIELD CITY MAYOR ATTEST: CITY RECORDER

CLEARFIELD CITY ATTORNEY

APPROVED BY THE CLEARFIELD CITY ATTORNEY THIS THE _____ DAY OF _____, 20___.

CITY ATTORNEY

DEVELOPER:
DOUG HAMBLIN
P.O. BOX 625
ROY, UT. 84067
(801) 725-3782

PROJECT INFORMATION

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 5-8-19
Project Name: AUTUMN RIDGE ESTATES PHASE 5
Number: 3442-A26
Scale: 1"=50'
Revision:
Checked:

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

DAVIS COUNTY RECORDER

_____ DEPUTY.

Reeve & Associates, Inc. - Solutions You Can Build On

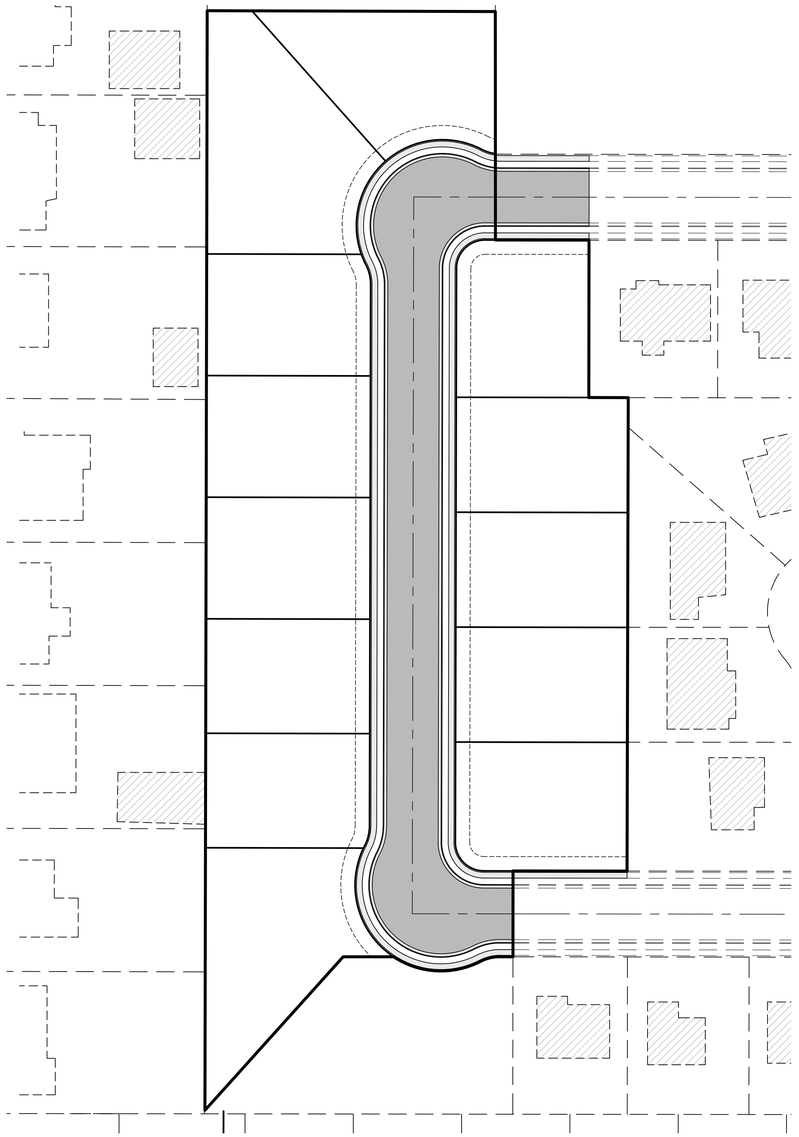
Reeve & Associates, Inc. - Solutions You Can Build On

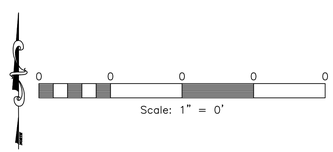
Project Narrative/Notes/Revisions

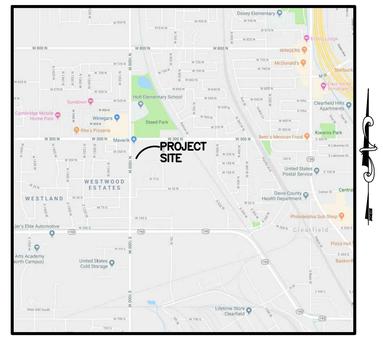
1. 05/08/19 JM – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

Autumn Ridge Estates
Phase-5
Improvement Plans

CLEARFIELD CITY, DAVIS COUNTY, UTAH
MAY 2019







Vicinity Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Notes/Legend/Street Cross-Section
Sheet 3 - Street (North) 6+00.00 - 9+41.51
Sheet 4 - Street (South) 9+41.51 - 12+50.00
Sheet 5 - Overall Grading, Drainage & Utility Plan
Sheet 6 - Storm Water Pollution Prevention Plan Exhibit
Sheet 7 - Storm Water Pollution Prevention Plan Details

811 Know what's below. Call before you dig.

Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Developer Contact:
Doug Hamblin
M&D Developers
P.O. Box 625
Roy, Utah, 84067
PH: (801) 725-3782

Project Contact:
Project Manager: T. Hunt
Project Engineer: J. Draper

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION
DATE

Autumn Ridge Estates
Phase-5
CLEARFIELD CITY, DAVIS COUNTY, UT

Cover/Index Sheet

PROFESSIONAL ENGINEER
No. 5369008
THOMAS A. HUNT
STATE OF UTAH
NOT FOR CONSTRUCTION

Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

Sheet 1 of 7 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

General Notes:

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATETED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATLON/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
3. TRAFFIC CONTROL, STRIPING &' SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES. OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- B) TRACKING STRAW PERPENDICULAR TO SLOPES
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

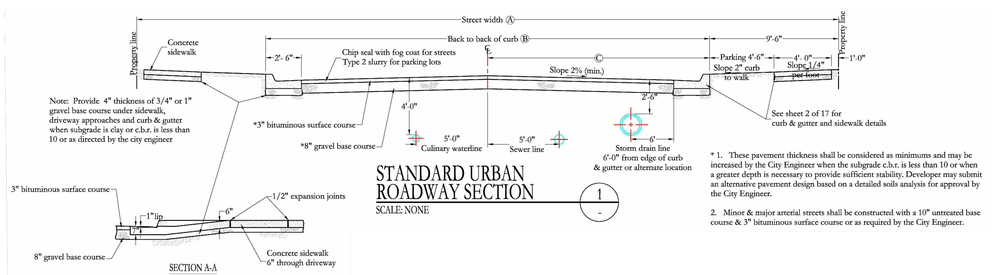
THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Legend

———W———	= PROPOSED CULINARY WATER LINE	FC	= FENCE CORNER
— —EX.W— — —	= EXISTING CULINARY WATER LINE	FF	= FINISH FLOOR
———SS———	= PROPOSED SANITARY SEWER LINE	FFE	= FINISH FLOOR ELEVATION
— —EX.SS— —	= EXISTING SANITARY SEWER LINE	FG	= FINISHED GRADE
———SD———	= PROPOSED STORM DRAIN LINE	FH	= FIRE HYDRANT
— —EX.SD— —	= EXISTING STORM DRAIN LINE	FL	= FLOW LINE
———X———X	= FENCE LINE	GB	= GRADE BREAK
●	= PROPOSED FIRE HYDRANT	INV	= INVERT
○	= EXISTING FIRE HYDRANT	L.F.	= LINEAR FEET
●	= PROPOSED MANHOLE	NG	= NATURAL GRADE
○	= EXISTING MANHOLE	PP	= POWER/UTILITY POLE
•	= PROPOSED SEWER CLEAN-OUT	P.U.E.	= PUBLIC UTILITY EASEMENT
⧗	= PROPOSED GATE VALVE	RCP	= REINFORCED CONCRETE PIPE
⧖	= EXISTING GATE VALVE	RIM	= RIM OF MANHOLE
◘	= PROPOSED WATER METER	R.O.W.	= RIGHT-OF-WAY
⊡	= EXISTING WATER METER	SD	= STORM DRAIN
▬	= PROPOSED CATCH BASIN	SS	= SANITARY SEWER
▭	= EXISTING CATCH BASIN	TBC	= TOP BACK OF CURB
⧯	= PLUG W/ 2" BLOW-OFF	TOA	= TOP OF ASPHALT
⊣	= PLUG & BLOCK	TOC	= TOP OF CONCRETE
●⬭	= STREET LIGHT	TOFF	= TOP OF FINISHED FLOOR
⚊	= SIGN	TOI	= TOP OF PUMP ISLAND
BLDG	= BUILDING	TSW	= TOP OF SIDEWALK
C&G	= CURB & GUTTER	W	= CULINARY WATER
CB	= CATCH BASIN	WM	= WATER METER
C.F.	= CUBIC FEET		= EXISTING ASPHALT PAVEMENT
C.F.S.	= CUBIC FEET PER SECOND		= PROPOSED ASPHALT PAVEMENT
			= PROPOSED CONCRETE



STANDARD URBAN ROADWAY SECTION — SCALE: NONE — 1

* 1. These pavement thickness shall be considered as minimums and may be increased by the City Engineer when the subgrade c.b.r. is less than 10 or when a greater depth is necessary to provide sufficient stability. Developer may submit an alternative pavement design based on a detailed soils analysis for approval by the City Engineer.

2. Minor & major arterial streets shall be constructed with a 10" untreated base course & 3" bituminous surface course or as required by the City Engineer.

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DATE | DESCRIPTION

Autumn Ridge Estates Phase-5
CLEARFIELD CITY, DAVIS COUNTY, UT

Notes/Legend/ Street Cross-Section

PROFESSIONAL ENGINEER — 7855888 — THOMAS J. BUNT — STATE OF UTAH
NOT FOR CONSTRUCTION

Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

Sheet 2 | 7 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.
Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

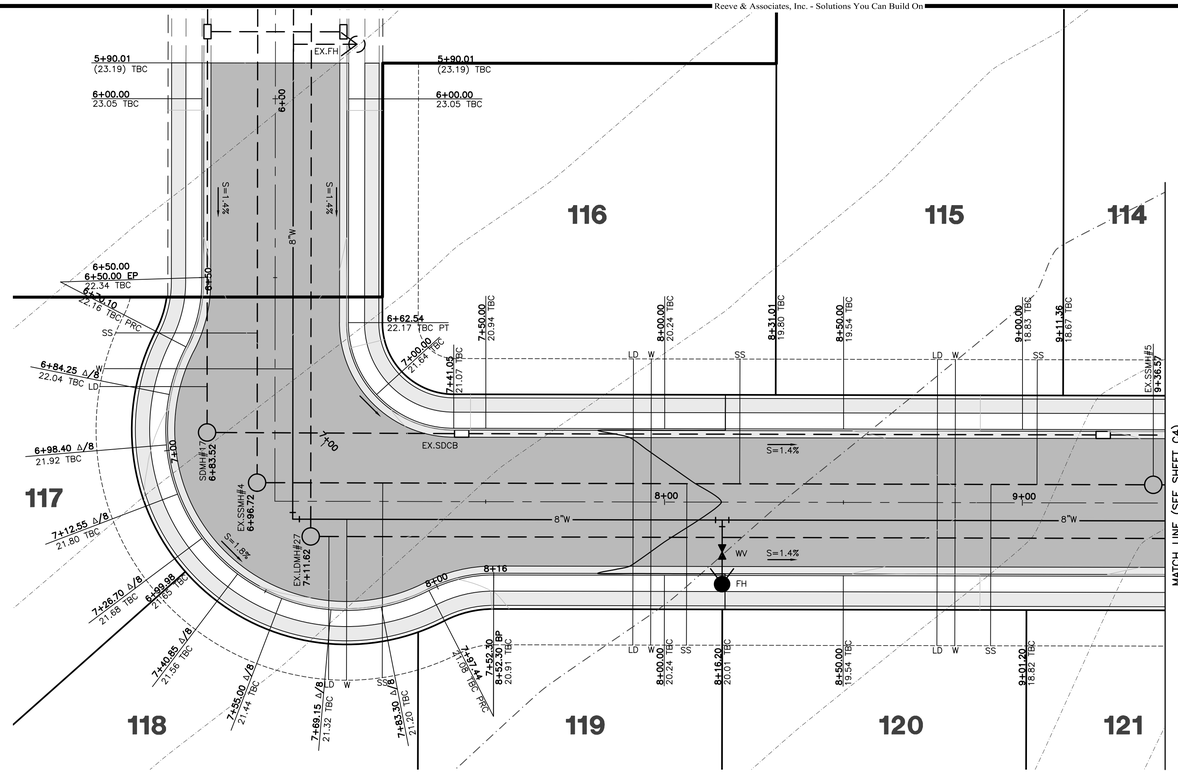
Construction Notes:

1) ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF CLEARFIELD CITY.

CULINARY WATER
8"W – 8"DIP W/POLY WRAP WATER LINE
W – 1" TYPE K COPPER SERVICE LATERAL

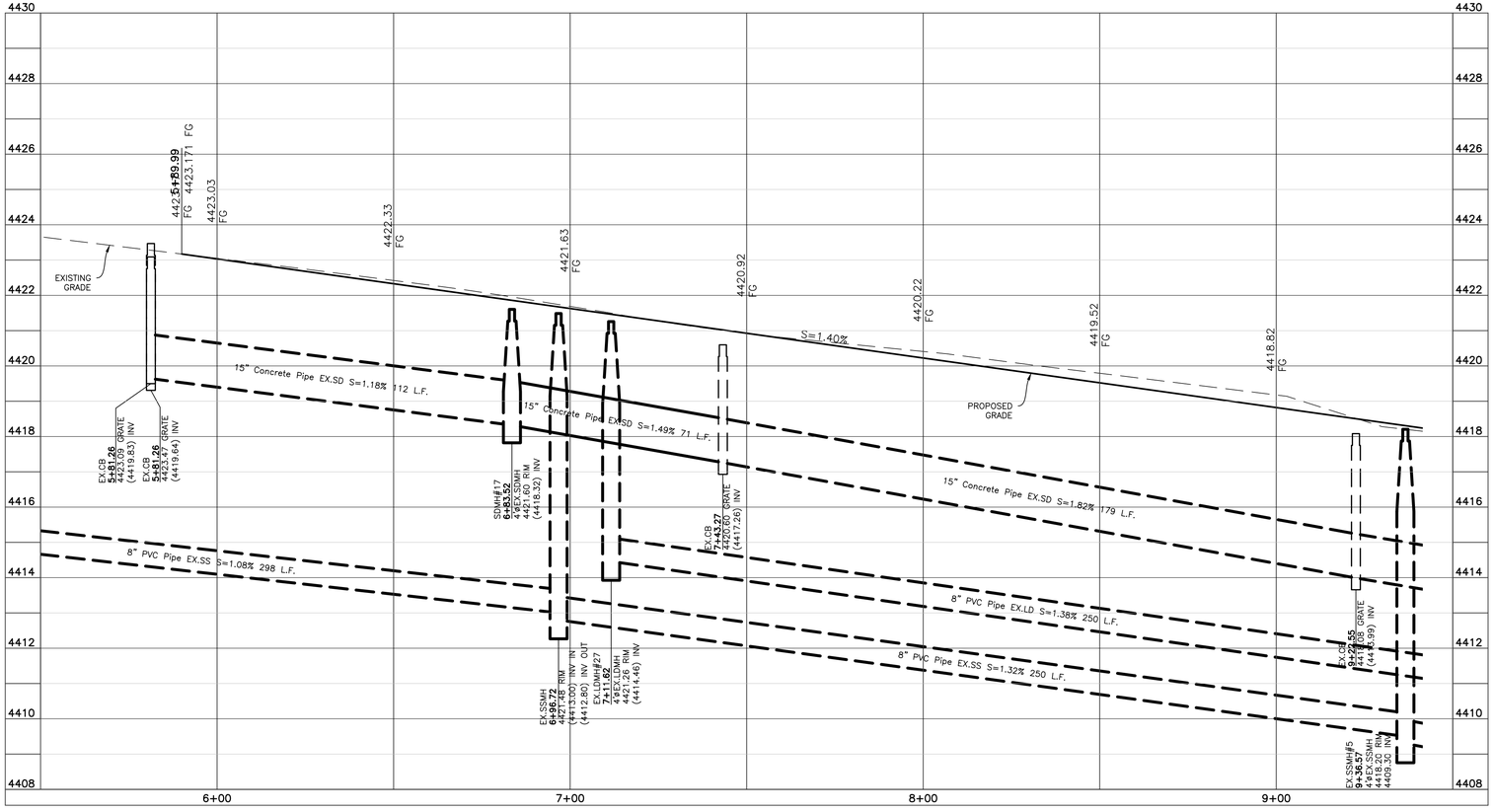
SANITARY SEWER
SS – 4" PVC SDR 35

LAND DRAIN
LD – 4" PVC SDR 35



Street A

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'



Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DATE | DESCRIPTION

Autumn Ridge Estates Phase-5
CLEARFIELD CITY, DAVIS COUNTY, UT

Street A
(6+00.00 - 9+41.51)

PROFESSIONAL ENGINEER
10654888
THOMAS L. HUNT
STATE OF UTAH
NOT FOR CONSTRUCTION

Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

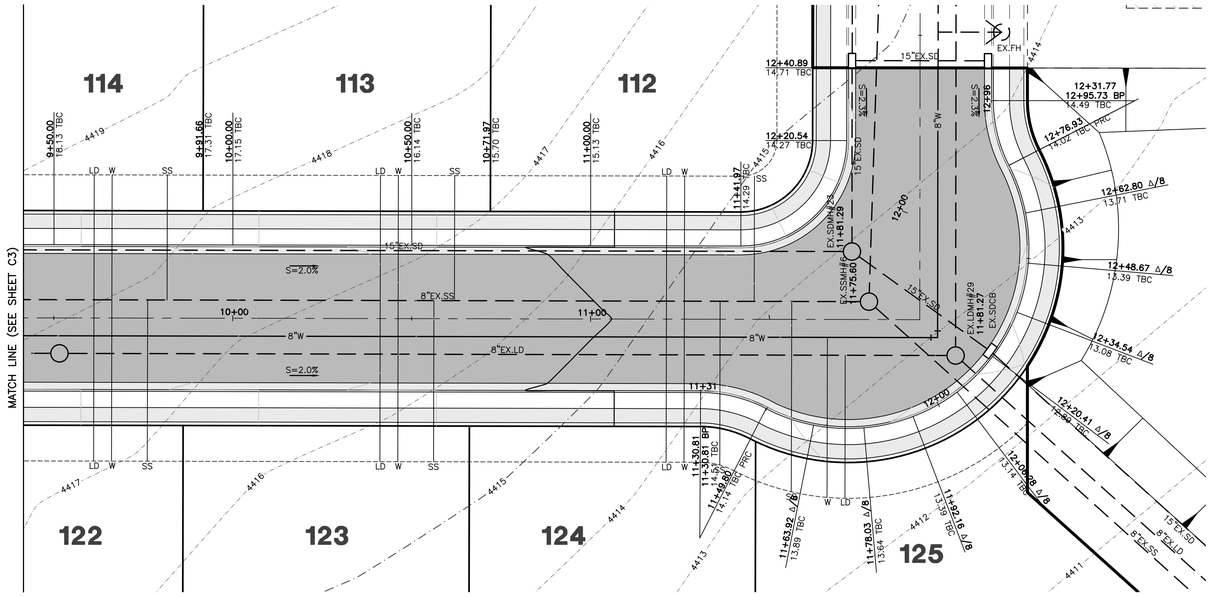
Sheet 3 of 7 Sheets

811 Know what's below. Call before you dig.

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On



Street A

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'



Construction Notes:

1) ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF CLEARFIELD CITY.

CULINARY WATER
8"W – 8"DIP W/POLY WRAP WATER LINE
W – 1" TYPE K COPPER SERVICE LATERAL

SANITARY SEWER
SS – 4" PVC SDR 35

LAND DRAIN
LD – 4" PVC SDR 35

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION
DATE

Autumn Ridge Estates Phase-5

CLEARFIELD CITY, DAVIS COUNTY, UT

Street A (9+41.51 - 12+50.00)

PROFESSIONAL ENGINEER
10654888
THOMAS L. HUNT
STATE OF UTAH
NOT FOR CONSTRUCTION

Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

Know what's below. Call before you dig.

Sheet 4 of 7 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

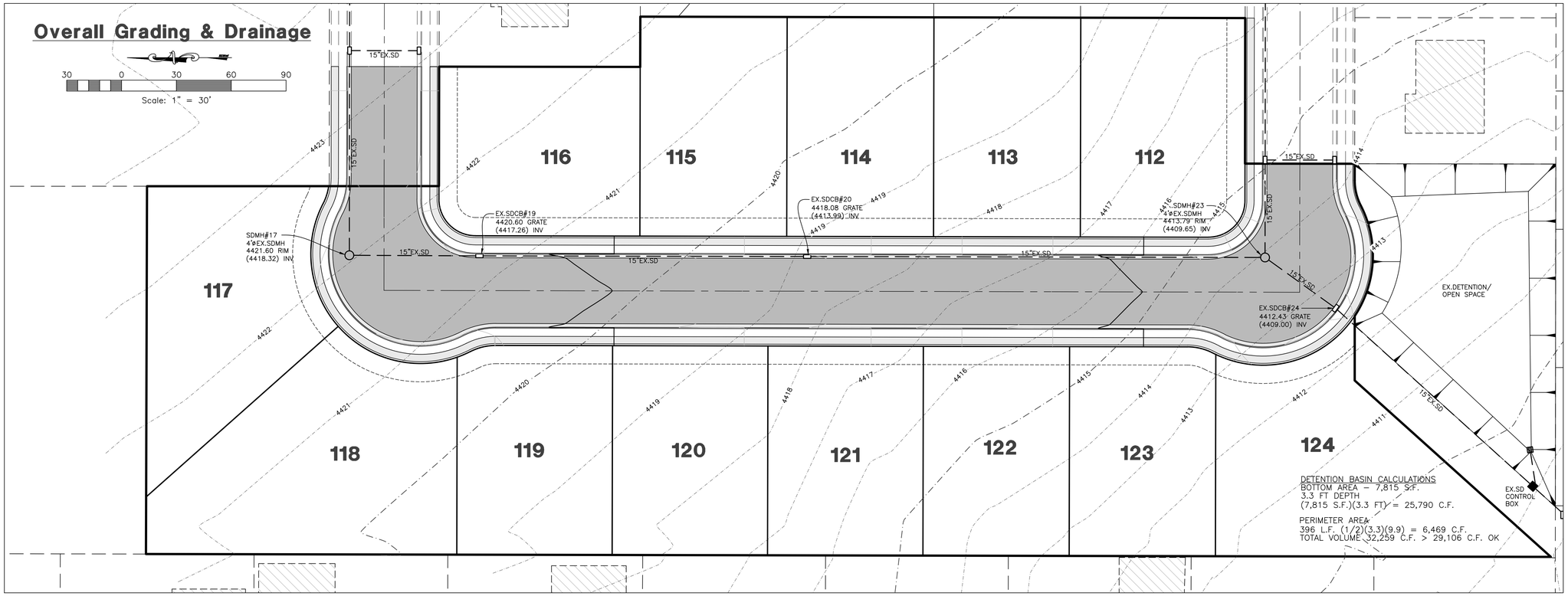
Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

Overall Grading & Drainage

30 0 30 60 90

Scale: 1" = 30'



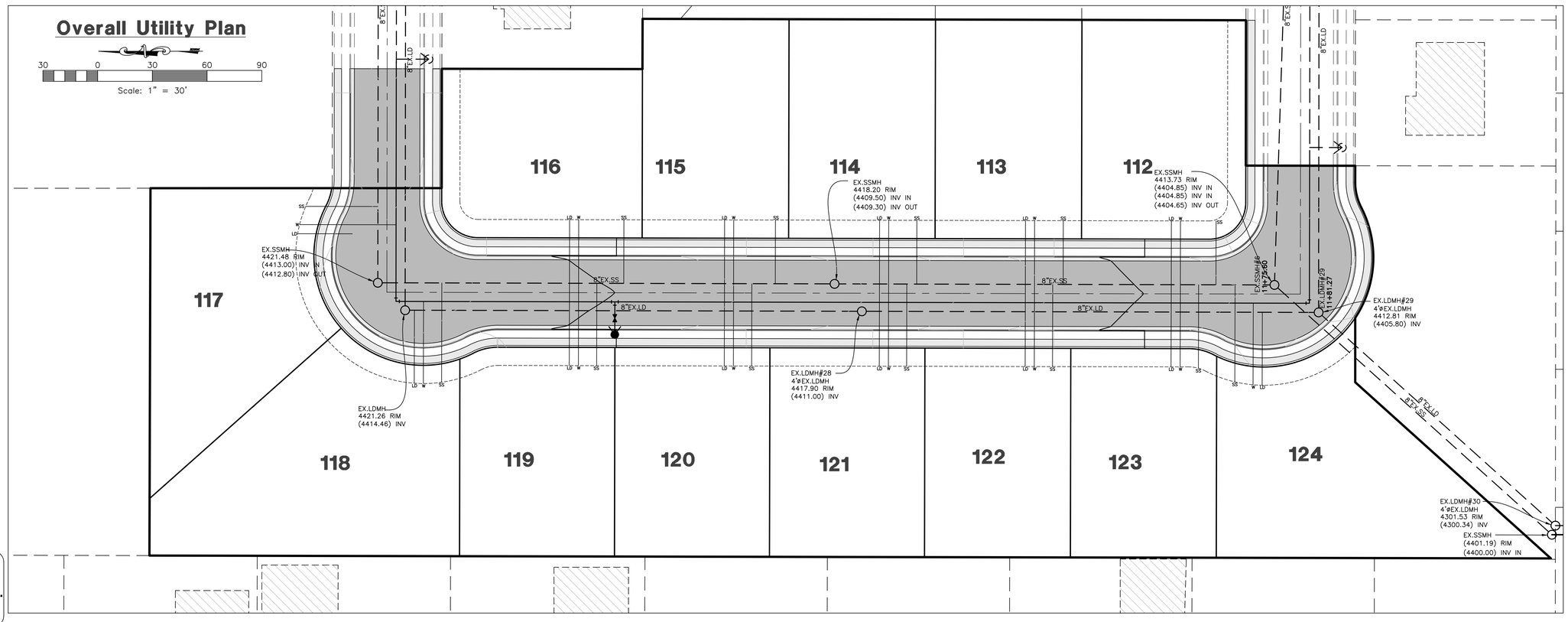
DETENTION BASIN CALCULATIONS
BOTTOM AREA = 7,815 S.F.
3.3 FT DEPTH
(7,815 S.F.)(3.3 FT) = 25,790 C.F.

PERIMETER AREA
396 L.F. (1/2)(3.3)(9.9) = 6,469 C.F.
TOTAL VOLUME 32,259 C.F. > 29,106 C.F. OK

Overall Utility Plan

30 0 30 60 90

Scale: 1" = 30'



811 Know what's **below.** **Call** before you dig.

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DATE DESCRIPTION

Autumn Ridge Estates Phase-5
CLEARFIELD CITY, DAVIS COUNTY, UT

Overall Grading & Utility Plans

PROFESSIONAL ENGINEER
10654868
THOMAS J. HUNT
STATE OF UTAH
NOT FOR CONSTRUCTION

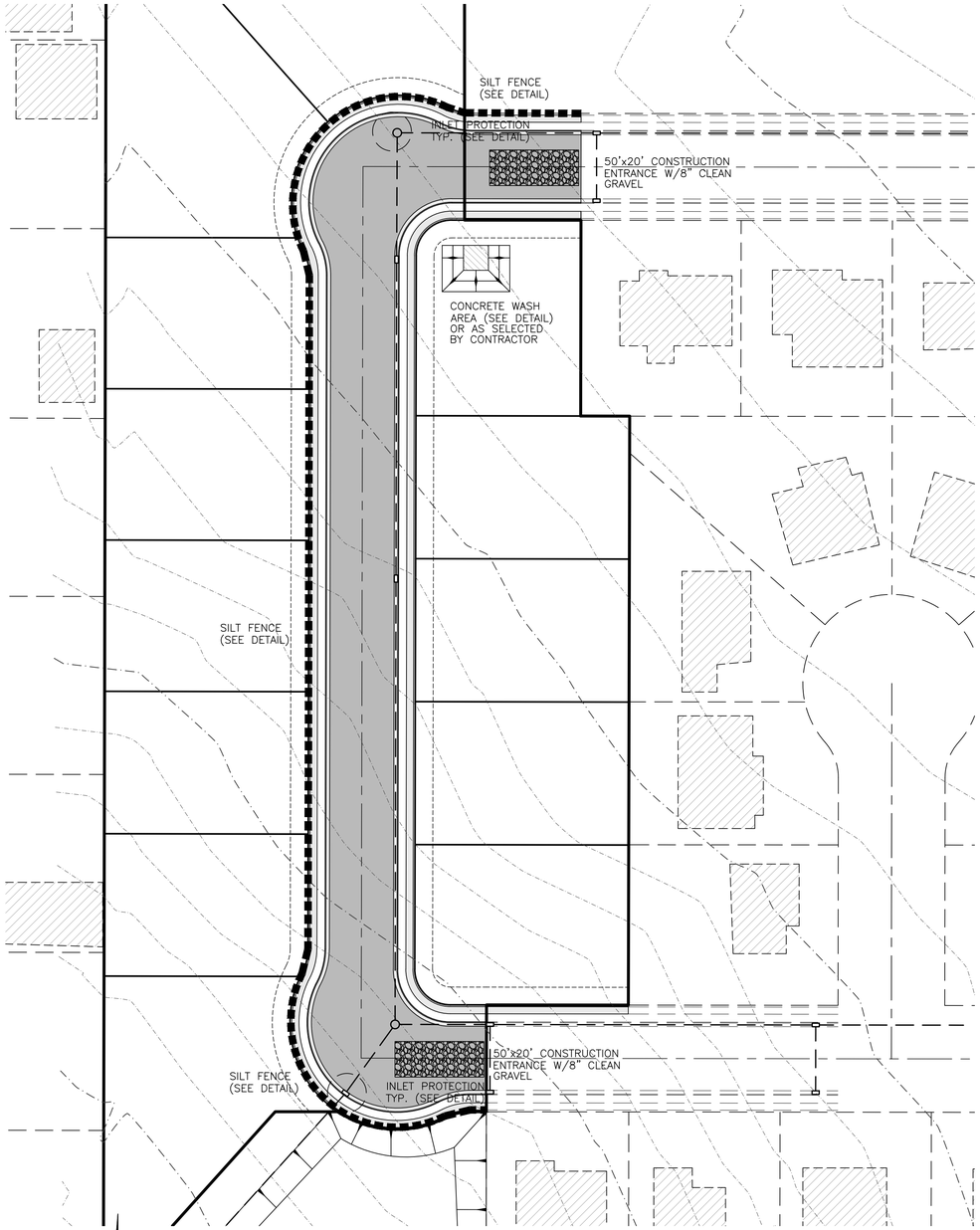
Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

Sheet 5 of 7 Sheets

Reeve & Associates, Inc. - Solutions You Can Build On

Autumn Ridge Estates
Phase-5
Storm Water Pollution Prevention Plan Exhibit

CLEARFIELD CITY, DAVIS COUNTY, UTAH
MAY 2019



STREETS TO BE SWEPT WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE DAILY IF NECESSARY

ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.

50'x20' CONSTRUCTION ENTRANCE W/8" CLEAN GRAVEL

0 0 0 0 0
Scale: 1" = 0'



Vicinity Map
NOT TO SCALE

Construction Activity Schedule

- PROJECT LOCATION.....CLEARFIELD CITY, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....MAY 2019
- BMP'S DEPLOYMENT DATE.....MAY 209
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION
DATE

Autumn Ridge Estates Phase-5
CLEARFIELD CITY, DAVIS COUNTY, UT

Storm Water Pollution Prevention Plan Exhibit

PROFESSIONAL ENGINEER
10654888
THOMAS J. HUNT
STATE OF UTAH
NOT FOR CONSTRUCTION

Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

Sheet 6 of 7 Sheets

Reeve & Associates, Inc. - Solutions You Can Build On

Notes:

1. Describe all BMP's to protect storm water inlets:
   All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).

2. Describe BMP's to eliminate/reduce contamination of storm water from:
   a. Equipment / building / concrete wash areas:
      To be performed in designated areas only and surrounded with silt fence barriers.
   b. Soil contaminated by soil amendments:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   c. Areas of contaminated soil:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   d. Fueling area:
      To be performed in designated areas only and surrounded with silt fence.
   e. Vehicle maintenance areas:
      To be performed in designated areas only and surrounded with silt fence.
   f. Vehicle parking areas:
      To be performed in designated areas only and surrounded with silt fence.
   g. Equipment storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   h. Materials storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   i. Waste containment areas:
      To be performed in designated areas only and surrounded with silt fence.
   j. Service areas:
      To be performed in designated areas only and surrounded with silt fence.

3. BMP's for wind erosion:
   Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion

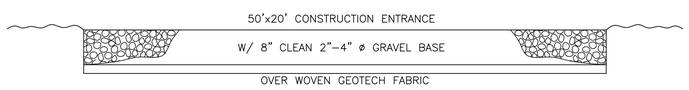
4. Construction Vehicles and Equipment:
   a. Maintenance
      – Maintain all construction equipment to prevent oil or other fluid leaks.
      – Keep vehicles and equipment clean, prevent excessive build–up of oil and grease.
      – Regularly inspect on–site vehicles and equipment for leaks, and repair immediately.
      – Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on–site.
      – Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
   b. Fueling
      – If fueling must occur on–site, use designated areas away from drainage.
      – Locate on–site fuel storage tanks within a bermed area designed to hold the tank volume.
      – Cover retention area with an impervious material and install in in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
      – Use drip pans for any oil or fluid changes.
   c. Washing
      – Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
      – If washing must occur on–site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
      – Use phosphate–free, biodegradable soaps.
      – Do not permit steam cleaning on–site.

5. Spill Prevention and Control
   a. Minor Spills:
      Minor spills are those which are likely to be controlled by on–site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
      – Contain the spread of the spill.
      – If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
      – If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
      – If the spill occurs during rain, cover the impacted area to avoid runoff.
      – Record all steps taken to report and contain spill.
   b. Major Spills:
      On–site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424–8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.

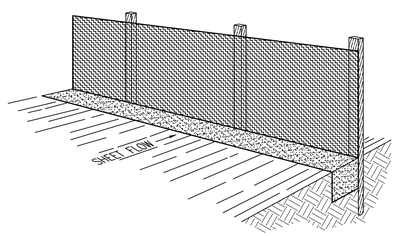
6. Post Roadway / Utility Construction
   a. Maintain good housekeeping practices.
   b. Enclose or cover building material storage areas.
   c. Properly store materials such as paints and solvents.
   d. Store dry and wet materials under cover, away from drainage areas.
   e. Avoid mixing excess amounts of fresh concrete or cement on–site.
   f. Perform washout of concrete trucks offsite or in designated areas only.
   g. Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
   h. Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
   i. All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
   j. Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.

7. Erosion Control Plan Notes
   a. The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
   b. A stand–by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
   c. Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
   d. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. this should be confirmed by survey or other means acceptable to the engineer of record.
   e. All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
   f. Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
   g. All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the engineer of record of the governing agency.
   h. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.
   i. Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
   j. Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.

8. Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
   a. Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
   b. Part II.D.4.C identifies the minimum inspection report requirements.
   c. Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.

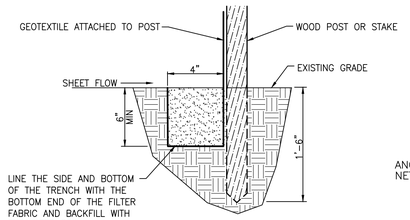


Cross Section 50' x 20' Construction Entrance



Perspective View

Figure 2



Section

INSTALLATION
The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally–recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1:
Recommended Maximum Slope Lengths for Silt Fence
(Richardson & Middlebrooks, 1991)

Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2–5%	22.9m (75ft)
5–10%	15.2m (50ft)
10–20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Unroll the silt fence, positioning the post against the downstream wall of the trench.
*Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
*Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
*Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4–3.0m (8–10ft). Post spacing should generally be less than three (3) times the height of the fence.
*If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
*Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
*The geotextile shall then be stapled or wired to the posts. An extra 20–50cm (8–20") of geotextile shall extend into the trench.

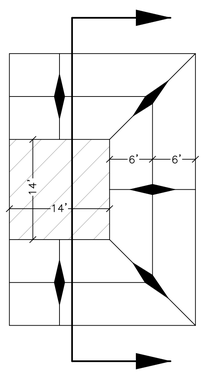
INSPECTION
*Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
*When sediment deposits behind the silt fence are one–third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

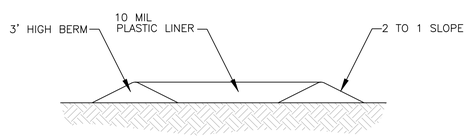
REMOVAL
*Silt fence should not be removed until construction ceases and the upslope area has been properly stablized and/or revegetated.

Figure 1:
Top View of
Roll–to–Roll Connection

Silt Fence Detail

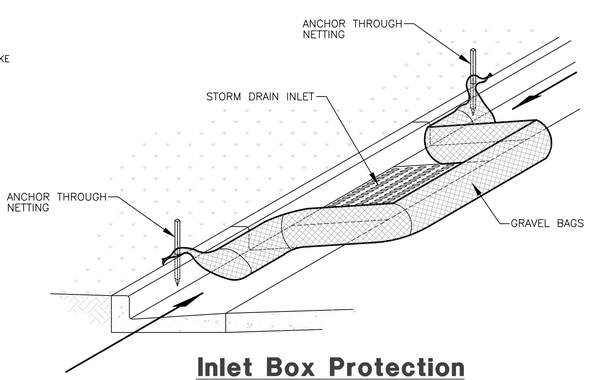
SCALE: NONE



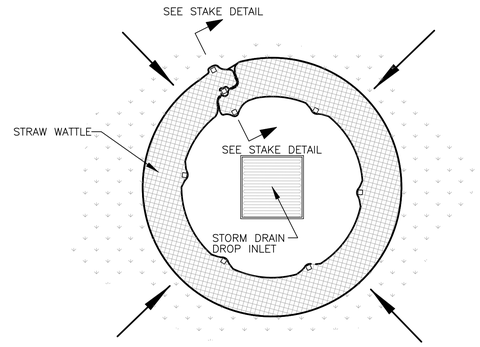


Concrete Washout Area w/ 10 mil Plastic Liner

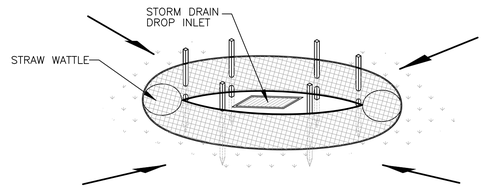
SCALE: NONE



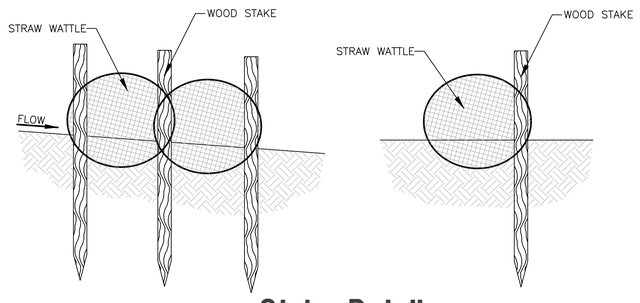
Inlet Box Protection



Plan View



Drop Inlet Protection



Stake Detail

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Autumn Ridge Estates Phase-5
CLEARFIELD CITY, DAVIS COUNTY, UT

Storm Water Pollution Prevention Plan Details

PROFESSIONAL ENGINEER — 10044498 — THOMAS J. HUNT — STATE OF UTAH
NOT FOR CONSTRUCTION

Project Info.
Engineer: J. DRAPER
Drafter: J. MEYERS
Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE–5
Number: 3442–A26

Sheet 7 of 7 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE–DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

CIVIL ENGINEERING CONSULTANTS, PLLC.

5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

22 March 2018

Clearfield City
55 South State Street
Clearfield City, Utah 84015

Attn: Brad McIIrath, Senior Planner
Proj: **Autumn Ridge Estates – Phase 5**
Subj: Plat and Improvement Drawing Review.

Dear Brad,

Attached for consideration is my engineering review of the above referenced project. The following items will need to be considered and addressed prior to receiving recommended approval from our office.

General Note:

Please request the Developer or his Engineer, submit a response letter with their re-submittal of drawings answering all Engineering review comments contained herein.

1. An **electronic copy** of the Plat & Improvement drawings and all details must be submitted to the Public Work Department for record keeping upon design completion and prior to approval of the final drawings from our office.

Plat

1. The 10' wide "Public Utility Easement" needs to be extended around the entire perimeter of the subdivision.

2. The utility easement through a corner of lot #124 near the roadway (southeast corner of the lot) needs to be shown on the Plat, as well the utility easement through the detention basin.

3. Who will own the Detention Basin and pay taxes on the property? The owner and maintenance of the detention basin needs to be indicated on the Plat (dedication language is needed to be noted in the "Owners Dedication). The size of the detention basin acreage is needed on the Plat. The detention basin will need a location address.

4. Notes need to be placed on the Plat that the detention basin must remain a detention basin unless approved otherwise by Clearfield City.

5. The name of the street is missing from the Plat.

6. Lot addresses need to be added to the lots.

7. Location of survey monument with note of its installation.

8. The closure of the Plat needs to be checked once all errors have been corrected.

9. An approval signature block needs to be created at the bottom of the document for the "City Engineer" to sign the final mylar plat document. The language for the "Clearfield City Engineer" approval/compliance signature block shall be written to match the following:

   I hereby certify that the "Office of the City Engineer" has examined the foregoing Plat and in our opinion the information conveyed herewith, complies with the Public Works Standards and Specifications of Clearfield City.

Site Plan – Improvement Drawings

1. Notes need to be placed on the Site Plan Improvement Drawings indicating all deteriorated, damaged or missing surface improvements surrounding the perimeter of the development and on-site be replaced or installed; i.e., curb and gutter, sidewalk, landscaping park strip improvements, asphalt patching, landscaping replacement, site lighting, dumpster screening, concrete improvement, etc.

2. The first page of the improvement drawings needs to be completed.

3. An updated "Geotechnical Report" will need to be submitted for review. The report should address the depth of sub-base material for the paved areas, thickness of the roadbase and asphalt materials for the roadway, and other typical report items.

4. The lots on the improvement drawings are incorrectly labeled. Page #1 needs to be completed.

5. City standard details are needed with the improvement drawings, i.e., water meter and connection details, inlet hooded storm boxes, survey monuments, curb & gutter, detention basin orifice structure, streetlights, fire hydrants, lateral connections, all improvement items, etc.

6. All prior installed sanitary sewer piping and storm water piping in this new subdivision phase needs to be video inspected and bad spots noted for repair. The video needs to be submitted to the Public Works Department.

7. Storm Water concerns:

    - An updated storm water report/study and calculations is required to be submitted for review for Phase 5, along with all the prior phase's and all properties which will discharge into the basin.
    - Upon completion of the construction of the storage basin the volume constructed must be certified by the design engineer following a field survey of the new completed basin (a note of the certification requirement must be placed on the drawings).
    - The new roadway storm water inlet catch box near the detention basin should be a hooded double grated inlet box.
    - The detention basin will require a 12" freeboard berm in the basin design.
    - The existing overflow spillway design will need shown in detail in the drawings.
    - How the storm water leaves the detention basin and connects with the Clearfield City storm water system must be shown.
    - There needs to be a note on the drawings that the storm water collection boxes are to be "hooded" boxes.
    - A maintenance schedule and maintenance plan will need to be prepared and included with the improvement drawings along with who will maintain the storm detention basin facilities.
    - The existing outlet orifice box details must be included with the improvement drawings and modified if the calculations require a change.
    - Complete details of the detention basin need to be submitted for review.

8. Culinary Water Concerns:

    - The design of a culinary water system & meter location needs to be shown on the plan & profile drawings.
    - The laterals must be connected to the main waterline via a hot-tap connection. A detail of this connection is required to be shown.

9. The location of the irrigation connection to the culinary water service lateral and the "RP" backflow device needs to be shown on the drawings. Details need to be added to the drawing package.

10. Sanitary Sewer Concerns:

    - The sanitary sewer collection pipes (lateral connections) need to be located and shown on the drawings with details (slope, materials). The connection details of the proposed sanitary sewer laterals connection with the existing sanitary sewer needs to be also shown on the drawings.

11. All pipeline construction materials should be called out on the drawings.

12. The "Site Grading" and "Drainage Plan" is needed to be completed with grades, high points and the general engineering data.

13. The location of all site lighting should be shown on the drawings.

We would be happy to meet with the Developer and/or his Engineer to review the above items should they have any questions.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, PE.
City Engineer

Cc. Scott Hodge, Public Works Director
Mark Baird, Deputy Public Works Director
Kamilla Schultz, Staff Engineer
Adam Favero, Utility Superintendent

From the Desk of
Deputy Chief John Taylor
NORTH DAVIS FIRE DISTRICT
381 NORTH 3150 WEST
OFFICE: (801) 525-2850
FAX: (801) 525-6935
EMAIL: JTAYLOR@NOFIRES.ORG

TO: Brad McIlrath/ Clearfield City Planner
Jason Hamblin / Hamblin Investments

FROM: John Taylor / Fire Marshal

RE: Autumn Ridge Phase 5

DATE: May 23, 2019

I have reviewed the site plan submitted for the above referenced project. The Fire Prevention Division of this Fire District has the following comments/concerns.

1. The minimum fire flow requirement is 1500 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Clearfield City water dept.

2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4½" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met.

3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this Fire District shall witness this test and shall be notified a minimum of 48 hours prior to the test.

4. All fire apparatus access roads shall be a minimum all-weather, drivable and maintainable surface. There shall be a minimum clear and unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Dead-end roads created in excess of 150 feet in length shall be provided with an approved turn-around.

5. If grades exceed 8%, approval from the City Engineer and the Fire District is required.

These plans have been reviewed for Fire District requirements only. Other departments must review these plans and will have their requirements. This review by the Fire District must not be construed as final approval from Clearfield City.



AUTUMN RIDGE PHASE 5

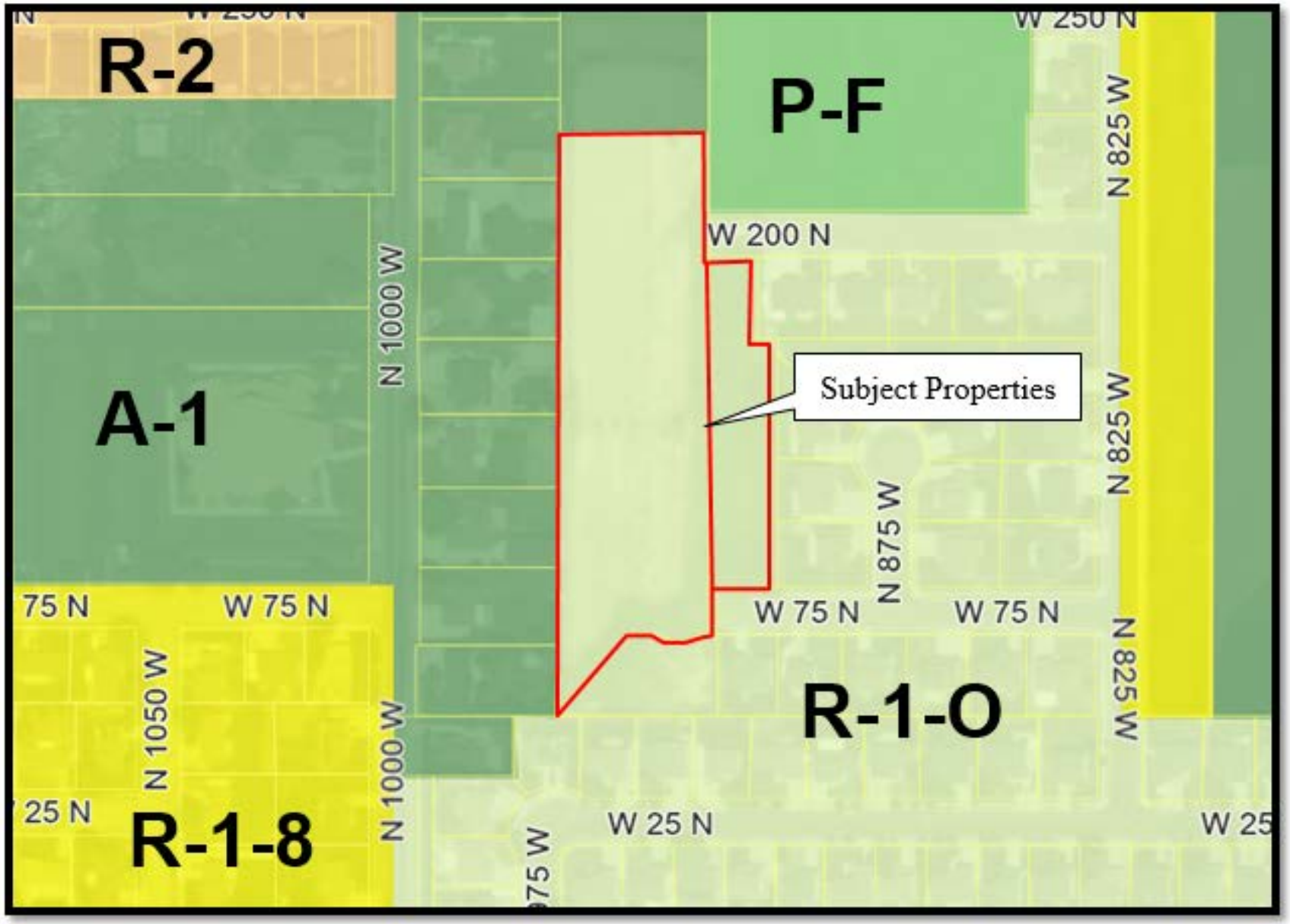
Final Subdivision Plat, FSP 1905-0004



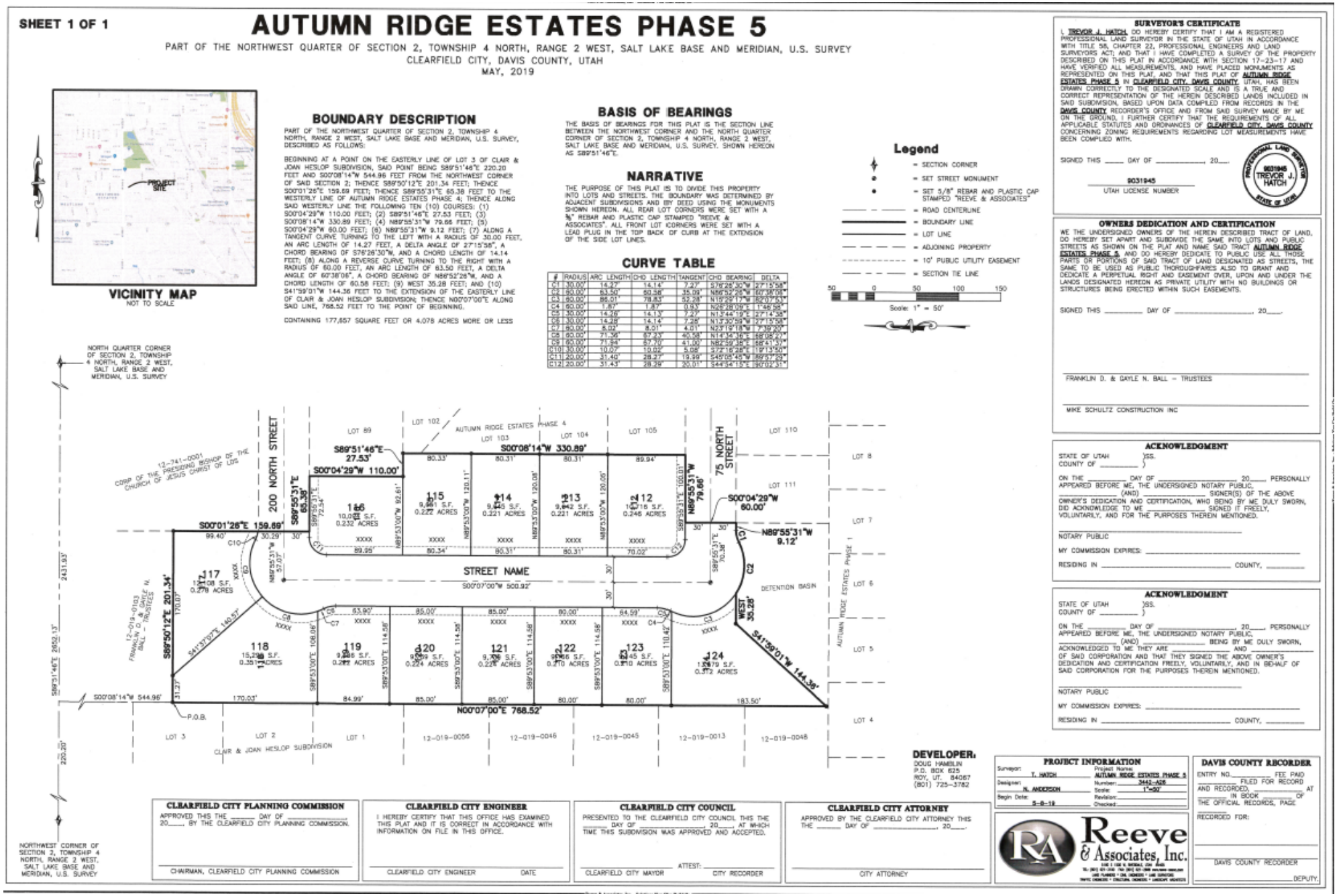
Background Information

- This is for the fifth and final phase of the Autumn Ridge Single-Family development.
- A development agreement is required for the subdivision as part of the R-1-Open standards.
- Developer has submitted HOA documents for review by the City.

Aerial Image and Zoning



Subdivision Plat



SHEET 1 OF 1

AUTUMN RIDGE ESTATES PHASE 5

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CLEARFIELD CITY, DAVIS COUNTY, UTAH
MAY, 2019

VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 3 OF CLAIR & JOAN HESLOP SUBDIVISION, SAID POINT BEING S89°51'46"E 220.20 FEET AND S00°08'14"W 544.96 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S88°50'12"E 201.34 FEET; THENCE S00°01'26"E 159.69 FEET; THENCE S89°55'31"E 65.38 FEET TO THE WESTERLY LINE OF AUTUMN RIDGE ESTATES PHASE 4; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TEN (10) COURSES: (1) S00°04'29"W 110.00 FEET; (2) S89°51'46"E 27.53 FEET; (3) S00°08'14"W 330.89 FEET; (4) N89°55'31"W 79.66 FEET; (5) S00°04'29"W 60.00 FEET; (6) N89°55'31"W 9.12 FEET; (7) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 14.27 FEET, A DELTA ANGLE OF 27°15'38", A CHORD BEARING OF S76°26'30"W, AND A CHORD LENGTH OF 14.14 FEET; (8) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 83.50 FEET, A DELTA ANGLE OF 60°38'06", A CHORD BEARING OF N88°52'28"W, AND A CHORD LENGTH OF 80.58 FEET; (9) WEST 35.28 FEET; AND (10) S41°39'01"W 144.36 FEET TO THE EXTENSION OF THE EASTERLY LINE OF CLAIR & JOAN HESLOP SUBDIVISION; THENCE N00°07'00"E ALONG SAID LINE, 768.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 177,857 SQUARE FEET OR 4.078 ACRES MORE OR LESS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S89°51'46"E.

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. THE BOUNDARY WAS DETERMINED BY ADJACENT SUBDIVISIONS AND BY DEED USING THE MONUMENTS SHOWN HEREON. ALL REAR LOT CORNERS WERE SET WITH A ⅝" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	30.00'	14.27'	14.14'	7.29'	S76°26'30"W	27°15'38"
C2	60.00'	83.50'	80.58'	45.09'	N88°52'28"W	60°38'06"
C3	60.00'	86.01'	78.83'	52.28'	N15°29'17"W	82°07'51"
C4	60.00'	1.87'	1.87'	0.93'	N28°28'09"E	1°46'58"
C5	30.00'	14.26'	14.13'	7.29'	N13°44'19"E	27°14'38"
C6	30.00'	14.28'	14.14'	7.28'	N13°30'59"W	27°15'38"
C7	60.00'	8.02'	8.01'	4.01'	N23°19'18"W	7°39'20"
C8	60.00'	71.36'	67.33'	40.58'	N14°34'16"E	68°08'23"
C9	60.00'	75.84'	71.20'	41.00'	N82°39'38"E	86°57'12"
C10	30.00'	10.02'	9.98'	5.05'	S77°16'28"E	19°08'04"
C11	20.00'	31.40'	28.27'	19.99'	S45°05'45"W	89°57'29"
C12	20.00'	31.43'	28.29'	20.01'	S44°54'15"E	90°02'31"

Legend
- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = ROAD CENTERLINE
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = 10' PUBLIC UTILITY EASEMENT
- = SECTION TIE LINE

Scale: 1" = 50'

NORTHWEST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF AUTUMN RIDGE ESTATES PHASE 5 IN CLEARFIELD CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF CLEARFIELD CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20___.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR 9031945 TREVOR J. HATCH STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PUBLIC STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT AUTUMN RIDGE ESTATES PHASE 5, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20___.

FRANKLIN D. & GAYLE N. BALL – TRUSTEES

MIKE SCHULTZ CONSTRUCTION INC

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____) SS.

ON THE _____ DAY OF _____ 20___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____) SS.

ON THE _____ DAY OF _____ 20___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

CLEARFIELD CITY PLANNING COMMISSION

APPROVED THIS THE _____ DAY OF _____ 20___, BY THE CLEARFIELD CITY PLANNING COMMISSION.

CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

CLEARFIELD CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CLEARFIELD CITY ENGINEER DATE

CLEARFIELD CITY COUNCIL

PRESENTED TO THE CLEARFIELD CITY COUNCIL THIS THE _____ DAY OF _____ 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CLEARFIELD CITY MAYOR ATTEST: CITY RECORDER

CLEARFIELD CITY ATTORNEY

APPROVED BY THE CLEARFIELD CITY ATTORNEY THIS THE _____ DAY OF _____ 20___.

CITY ATTORNEY

DEVELOPER:

DOUG HAMBLIN
P.O. BOX 625
ROY, UT. 84067
(801) 725-3782

PROJECT INFORMATION

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 5-6-19
Project Name: AUTUMN RIDGE ESTATES PHASE 5
Number: 3442-A05
Scale: 1"=50'
Revision:
Checked:

Reeve & Associates, Inc.

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED, _____ AT _____
IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY

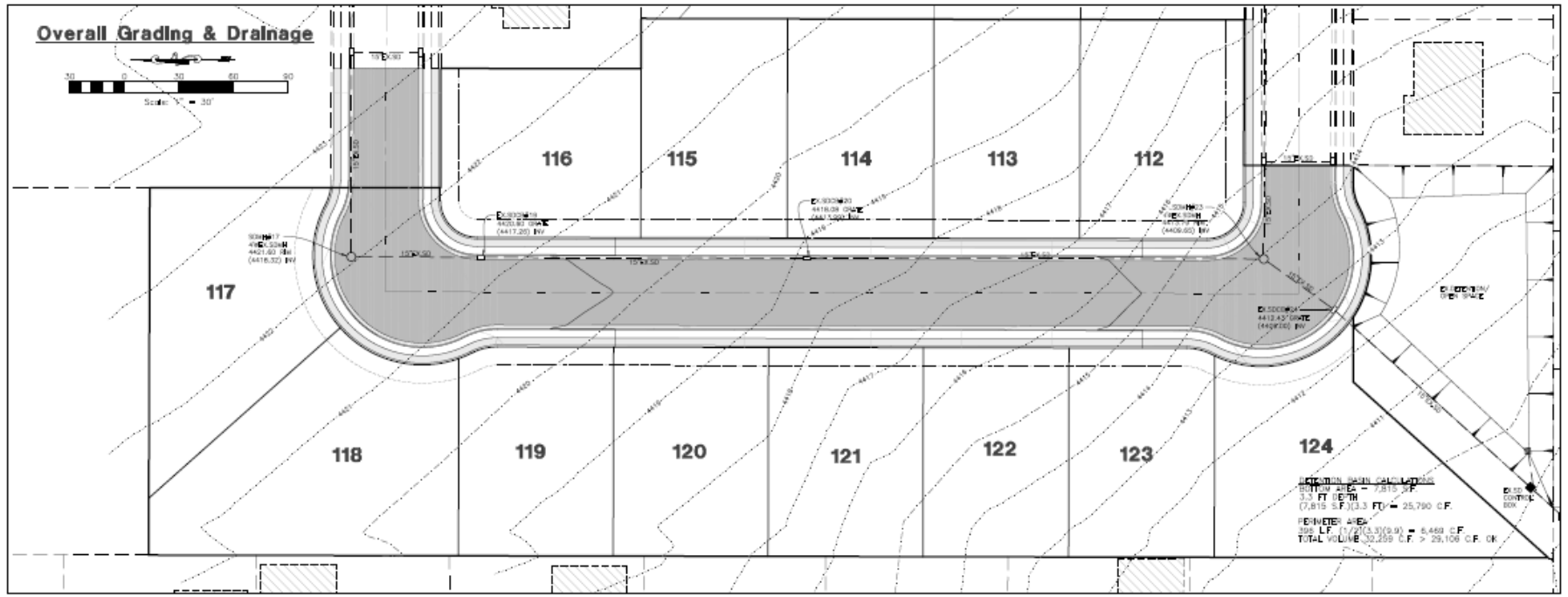


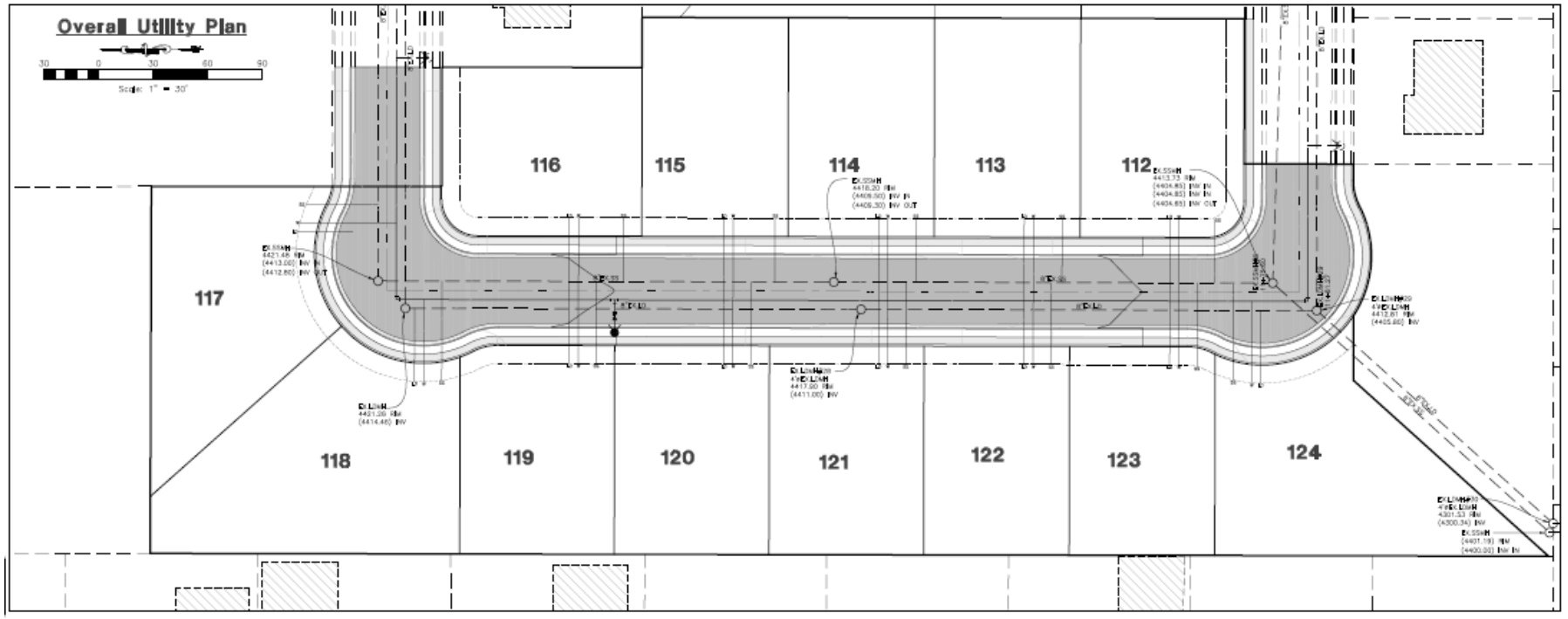






Improvement Plans





Staff Recommendation – Final Subdivision Plat

On June 5, 2019 the Planning Commission forwarded a recommendation of **approval** to the Clearfield City Council for **FSP 1905-0004 as conditioned**, a final subdivision plat request by Hamblin Investments for a 13-Lot single-family subdivision (Autumn Ridge Phase 5) for the properties located at approximately 875 West 200 North (TIN: 12-019-0103 & 12-019-0117). This recommendation is based on the subdivision discussion and findings in the Staff Report and is subject to the following conditions of approval:

1) Plans shall be revised to address Clearfield City Engineering requirements prior to obtaining final signatures on the plat and recording of that plat.

2) A development agreement for Autumn Ridge Phase 5 shall be submitted and approved by the Clearfield City Council. The development agreement shall be consistent with the development standards of the R-1-Open zone and incorporate elements common to all phases of the Autumn Ridge development for open space maintenance and density allowances.

3) The CC&R's shall be revised to address the elements of the open space / detention area and if possible shall include both phases 4 and 5 of the Autumn Ridge development.

4) The applicant shall record the executed development agreement and the CC&R's for the homeowner's association with the final subdivision plat.

5) The applicant is responsible for the replacement or repair of deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision. This includes, but is not limited to: curb and gutter, sidewalks, landscaping park strip improvements, driveways, etc.

6) An Escrow agreement will be subject to approval by the City Engineer and City Attorney and an escrow account shall be established prior to obtaining any permits being issued for the properties or plat being recorded. Installation of required improvements or an escrow account shall be established prior to recordation of the Final Plat as outlined in 12-4-6.

STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Spencer W. Brimley, Community Development Director
MEETING DATE:	Tuesday, June 18, 2019
SUBJECT:	Moderate Income Housing Plan (MIHP) Discussion – Council Priorities

---

RECOMMENDED ACTION

No action is being request at this time. Staff is seeking input and feedback from the City Council on the topic of housing affordability and the appropriate approach for this issue within the City. Staff will be moderating a discussion with the Council concerning recent legislation on housing affordability and what the City is required to do in response to those requirements. As we seek to address housing needs within the City we want to be mindful of the goals and objectives of the City Council to insure that the final housing affordability plan properly addresses areas of most concern.

DESCRIPTION / BACKGROUND

In 2008 Clearfield City created an "Affordable Housing Element" as a part of the general plan. Since the creation of this element there have been updates, but no real analysis has been conducted to evaluate housing needs throughout the community. The current effort to redevelop the downtown area and implement zoning to support housing options provides an opportunity not recognized in other communities. Additionally, the City is evaluating ordinance changes to allow for accessory dwelling units "ADUs" and other regulations that would assist with the housing affordability issue.

New regulations were passed by the Utah State Legislature to help communities address housing issues and develop objectives and goals to support this effort. Most recently the state approved Senate Bill 34 (SB 34) to further help cities address housing needs and actively work to assist with the issues surrounding housing affordability throughout the state. SB34 has several components or requirements for municipalities. Staff has provided those requirements below in bullet format. A more detailed description has been included in the SB 34 Summary from the Utah League of Cities and Towns (ULCT).

1. Land Use Element
2. Transportation and Circulation Element
3. Moderate Income Housing (MIH) Element
    a. Menu of Items to be included…must choose 4 (See attached SB34 Summary A-W)
4. Annual Reporting and review of MIHP
5. Revisions to State transportation funding

SB34 encourages local communities to plan housing for residents of all income levels, and to coordinate that housing with transportation. Communities are required to develop a moderate income housing (MIH) plan as part of their general plan. Communities are required to report annually on their MIHP and its implementation. Each city must satisfy requirements outlined in SB34 to remain eligible for state transportation investment funds.

CORRESPONDING POLICY PRIORITY (IES)

The moderate income housing plan (MIHP) is primarily intended to accomplish the second Policy Priority of **"Improving Clearfield's Image, Livability, and Economy".** This project will facilitate updates to the general plan, ordinance amendments and focus being given throughout the City. This increased **effort** to address **housing** may be **a catalyst for additional positive changes** throughout the city. This policy priority is external and focused on what the City can and will do for it residents. Seeking to provide opportunities for safe, comfortable housing is a crucial part of **"Improving Clearfield's Image, Livability and Economy**."

FISCAL IMPACT

Failure to adopt a plan and adhere to reporting requirements could result in loss of funds relative to State Transportation Investment Fund (TIF) or Transit Transportation Investment Fund (TTIF) funds, which may not be used in a municipality or unincorporated county that has failed to adopt a MIH plan or has failed to report on implementation of their MIHP as determined by DWS. TIF funds can still be used for a limited-access facility, but not for construction, reconstruction, or renovation of an interchange. TTIF funds can still be used for a multi-community fixed-guideway public transportation project, but not for the construction, reconstruction, or renovation of a station.

SCHEDULE / TIME CONSTRAINTS

The MIHP must be approved and posted on the City's website no later than December 1, 2019. Annually reporting is required each December, starting in 2020. This is not the first meeting with this City Council on the issue of housing affordability. This has been an ongoing process and staff is anticipating ongoing meetings with the Council to discuss progress made and identify areas that require additional attention and understanding.

LIST OF ATTACHMENTS

- Current housing affordability element of the GP
- GAP analysis of housing needs
- SB 34 Summary
- PowerPoint Presentation

CHAPTER 4 – AFFORDABLE HOUSING

Affordable housing is defined in the Utah Code as housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located. The overall goal of providing moderate housing is to meet the needs of those people who desire to live here, and to allow them to benefit from and fully participate in all aspects of the community.

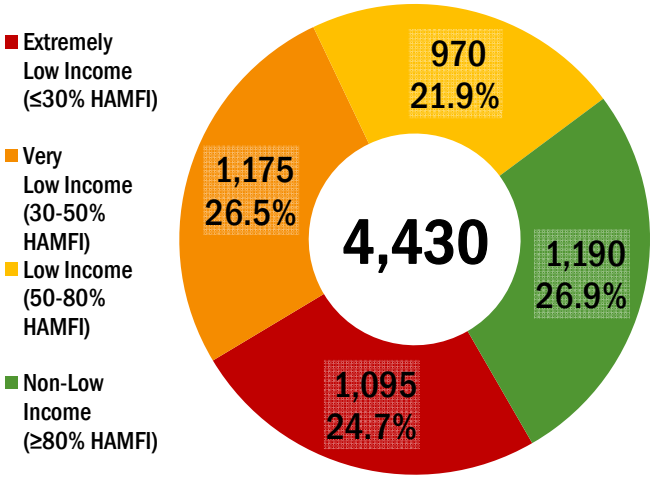


The City's various residential zoning designations provide an opportunity for a variety of housing types, which can be defined as affordable housing. Clearfield's housing stock exceeds the current estimated need for affordable housing required through build out of the city. It is estimated that the development of housing in the land use areas identified on the general plan map and in potential zoning designations will provide a realistic opportunity for housing for income levels, families and individuals.

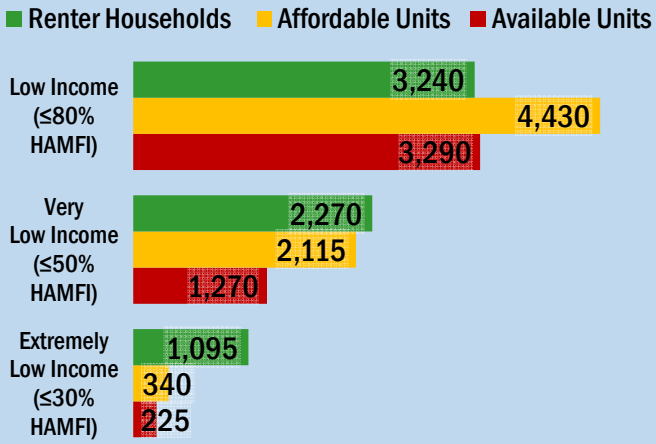
Current data show that more than 55% of the City's housing stock is considered affordable. According to the 2010-2014 American Community Survey 5-Year Estimates (census.gov), of the 9,767 households in Clearfield, 5,162 (52%) have an income of less than $50,000 (71% of the Davis County area median—$70,388). A reasonable estimate of the number of Clearfield households at or below 80% ($56,310) of the area median income is 59%.

Affordable Housing Gap: Clearfield, 2011-2015

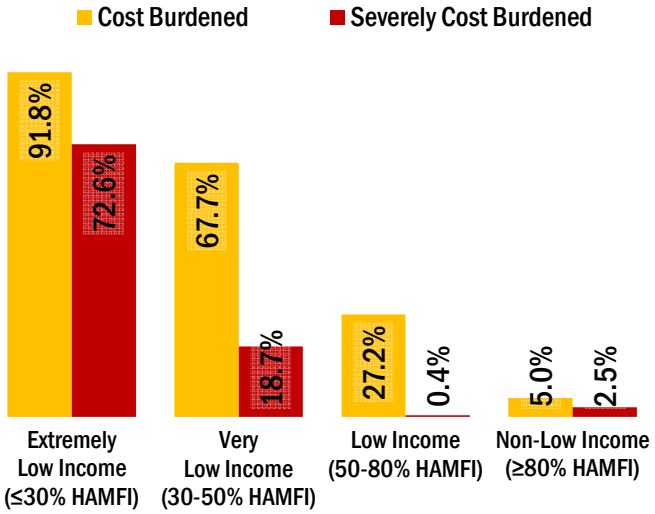
Clearfield's Renter Households by Income Level



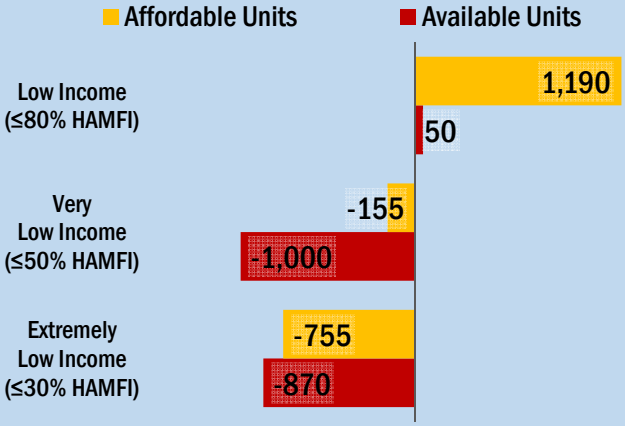
Clearfield's Affordable & Available Rental Housing Gap



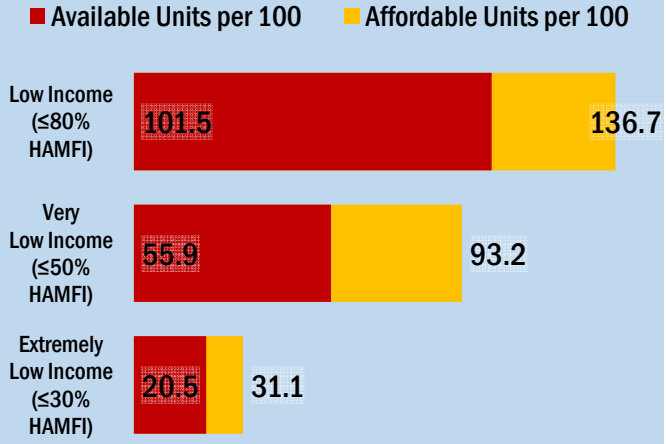
Clearfield's Proportion of Cost Burdened Renter Households



Clearfield's Affordable & Available Rental Housing Deficit



Clearfield's Rate of Affordable & Available Rental Units per 100 Renters



Comparison of Clearfield and Davis County's Affordable & Available Rental housing Units per 100 Renter Households

GAP	Affordable Units		Available Units	
HAMFI LEVEL	Clearfield	Davis County	Clearfield	Davis County
Low Income (≤80% HAMFI)	136.7	145.9	101.5	100.3
Very Low Income (≤50% HAMFI)	93.2	117.0	55.9	66.2
Extremely Low Income (≤30% HAMFI)	31.1	54.7	20.5	26.8

Source: U.S. Dept. of Housing & Urban Development. (2018). Comprehensive Housing Affordability Strategy, 2011-2015 [Data]. Available at: https://www.huduser.gov/portal/datasets/cp.html

March 22, 2019

Summary of SB 34 Affordable Housing Modifications (4th Substitute)

Sen. Jake Anderegg / Rep. Val Potter

Summary: SB34 encourages local communities to plan for housing for residents of all income levels, and coordinate that housing with transportation. Communities are required to develop a moderate income housing (MIH) plan as part of their general plan. Communities that are required to annually report on their MIH plan implementation must satisfy these requirements to remain eligible for state transportation investments.

Revisions to required elements of municipal and county general plans:

Land Use element must now consider location of land for housing for residents of various income levels in addition to the other categories of public and private uses of land (line 481 for municipalities; 1172 for counties).

Transportation and Traffic Circulation element:

- "Provide the general location and extent" of active transportation facilities in addition to freeways, arterial and collector streets, public transit, and other modes of transportation (491; 1182).
- Plan residential and commercial development around "major transit investment corridors" to improve connections between housing, employment, education, recreation, and commerce (494; 1185).
    - Defines "major transit investment corridor" as public transit service that uses or occupies: (a) public transit rail right-of-way; (b) dedicated road right-of-way for the use of public transit, such as bus rapid transit; or (c) fixed-route bus corridors subject to an interlocal agreement or contract between a municipality or county and (i) a public transit district as defined in Section 17B-2a-802, or (ii) an eligible political subdivision as defined in Section 59-12-2219 (246; 858).
    - Municipalities without a major transit investment corridor must plan for residential and commercial development in areas that maintain and improve these connections (498).
- Correlate the transportation plan with population and employment projections, and the proposed land use element (502, 1188).
- Consider the regional transportation plan developed by the region's metropolitan planning organization (MPO); if outside an MPO, consider the long-range transportation plan developed by UDOT (575; 1258).

Moderate Income Housing (MIH) element:

- ***Municipalities/counties covered:*** Utah Code has long required municipalities and counties to plan for moderate income housing growth. SB34 requires, by December 1, 2019, the following municipalities and counties to update and adopt the moderate income housing element of their general plan (444; 1074), and annually report on implementation (614; 1296):
    - all municipalities of the 1st, 2nd, 3rd, and 4th class;
    - cities of the 5th class with a population of 5,000 or more that are located in counties of the 1st, 2nd, and 3rd class;
    - metro townships with a population of 5,000 or more; and
    - all counties must plan and adopt a MIH element including strategies from the 'menu' (see below) but only counties of the 1st, 2nd, and 3rd class with an unincorporated population of 5,000 or more must annually report on implementation.
- Facilitate a reasonable opportunity for a variety of housing including MIH and shall now 1) meet the needs of people of various income levels living, working, or desiring to live or work in the community (509; 1198); 2) "allow people with various incomes to benefit from and participate in all aspects of neighborhood and community life" (511; 1200); 3) towns may and cities shall analyze how they will provide a realistic opportunity for the development of MIH within 5 years for cities (513) and within the planning horizon for counties (1203).

- ***Menu***: Shall include a recommendation to implement 3 or more of the following strategies, aka the 'menu' (518; 1205):
  - (A) rezone for densities necessary to assure the production of MIH
  - (B) facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of MIH
  - (C) facilitate the rehabilitation of existing uninhabitable housing stock into MIH
  - (D) consider general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the city
  - (E) create or allow for, and reduce regulations related to, accessory dwelling units in residential zones
  - (F) allow for higher density or moderate income residential development in commercial and mixed-use zones, commercial centers, or employment centers
  - (G) encourage higher density or moderate income residential development near major transit investment corridors
  - (H) eliminate or reduce parking requirements for residential development where a resident is less likely to rely on their own vehicle, e.g. residential development near major transit investment corridors or senior living facilities
  - (I) allow for single room occupancy developments
  - (J) implement zoning incentives for low to moderate income units in new developments
  - (K) utilize strategies that preserve subsidized low to moderate income units on a long-term basis
  - (L) preserve existing MIH
  - (M) reduce impact fees, as defined in Section 11-36a-102, related to low and MIH
  - (N) participate in a community land trust program for low or MIH
  - (O) implement a mortgage assistance program for employees of the municipality or of an employer that provides contracted services to the municipality
  - (P) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of MIH
  - (Q) apply for or partner with an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity
  - (R) apply for or partner with an entity that applies for affordable housing programs administered by the Department of Workforce Services
  - (S) apply for or partner with an entity that applies for programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act [not in county list of recommendations]
  - (T) apply for or partner with an entity that applies for services provided by a public housing authority to preserve and create MIH
  - (U) apply for or partner with an entity that applies for programs administered by a metropolitan planning organization or other transportation agency that provides technical planning assistance
  - (V) utilize a MIH set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency
  - (W) any other program or strategy implemented by the municipality to address the housing needs of residents of the municipality who earn less than 80% of the area median income

- In addition to the recommendations required above, municipalities that have a "fixed guideway public transit station" shall include a recommendation to implement either "G" or "H" (568) [not required for counties].

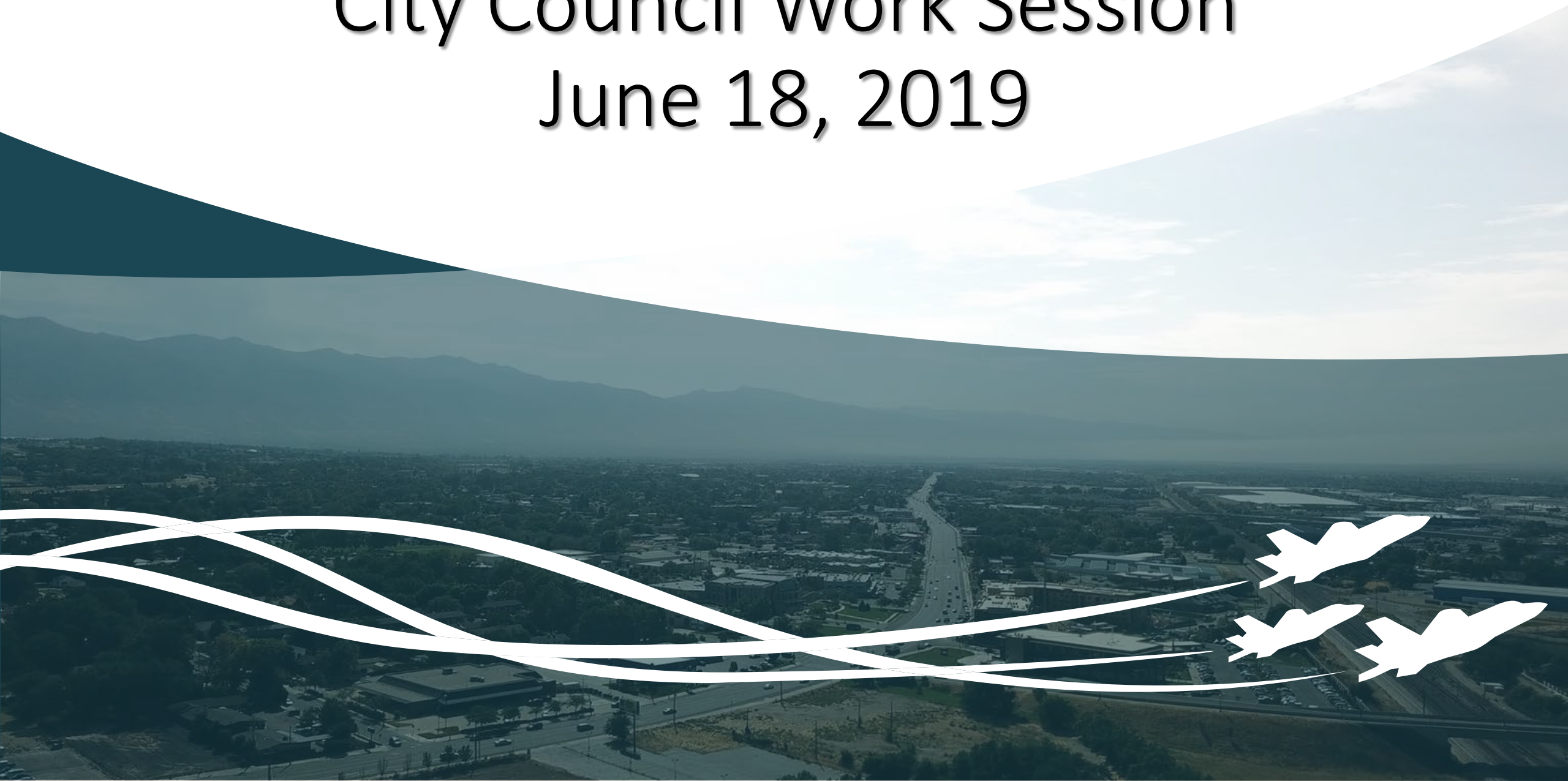
- ***Annual reporting and review of the moderate income housing plan***: The municipal/county legislative body shall annually review their MIH plan and implementation of that plan; prepare and post a report of their findings on their website; and send the report to Dept. of Workforce Services, AOG, and MPO if applicable (612; 1294).
    - The report shall include: a) revised estimate of the need for MIH in the next 5 years; b) description of progress made to provide MIH by analyzing and publishing data on the # of housing units that are at or below 80%, 50%, and 30% adjusted median family income; c) description of efforts to utilize a MIH set-aside from community reinvestment agency, redevelopment agency, or community development and renewal agency; d) description of the implementation of the MIH recommendations aka 'menu'.
    - Requires the DWS Division of Housing and Community Development to (i) assist in the creation of the MIH reports, and (ii) evaluate the reports for purposes of determining eligibility for state transportation funds. Gives DWS rulemaking authority to develop the evaluation process (1414).

Revisions to Olene Walker Housing Loan Fund (1325): SB34 did not provide any additional funding for housing. Revises Olene Walker Housing Loan Fund board to add 1 member w/expertise in transit-oriented development and 1 member who represents rural interests. The board must hold two public input meetings each year, once in a rural area. Allows fund money to be used to purchase land for low-income housing (1388).

Revisions to state transportation funding:

- Adds access to educational facilities and MIH to the prioritization process for new transportation capacity projects administered by the Utah Transportation Commission (1749).
- State Transportation Investment Fund (TIF) or Transit Transportation Investment Fund (TTIF) funds may not be used in a municipality or unincorporated county that has failed to adopt a MIH plan or has failed to report on implementation of their MIH plan as determined by DWS. TIF funds can still be used for a limited-access facility, but not for construction, reconstruction, or renovation of an interchange. TTIF funds can still be used for a multi-community fixed-guideway public transportation project, but not for the construction, reconstruction, or renovation of a station (1808).

City Council Work Session
June 18, 2019





Moderate Income Housing

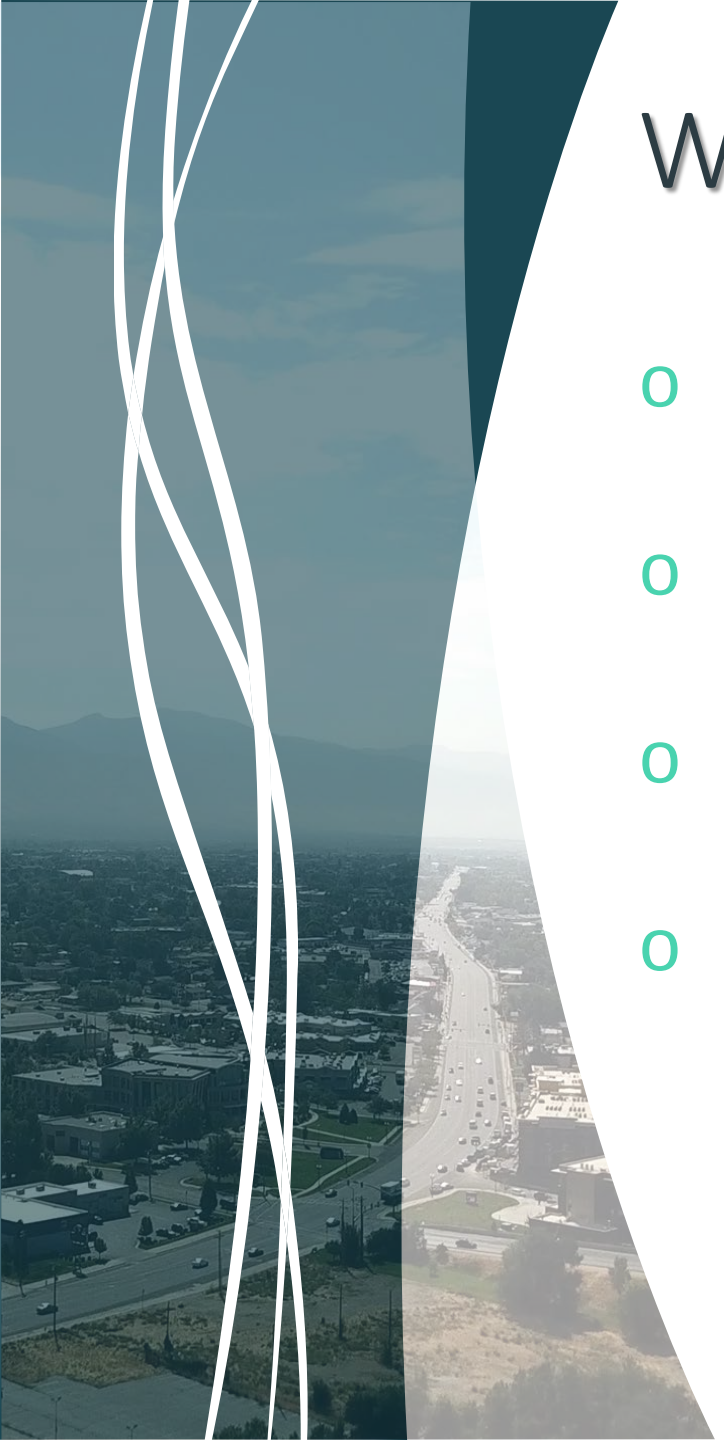
Setting the Stage for Housing Affordability:
Policy and Objectives for Housing in Clearfield

Background/Introduction

[redacted]



[redacted]

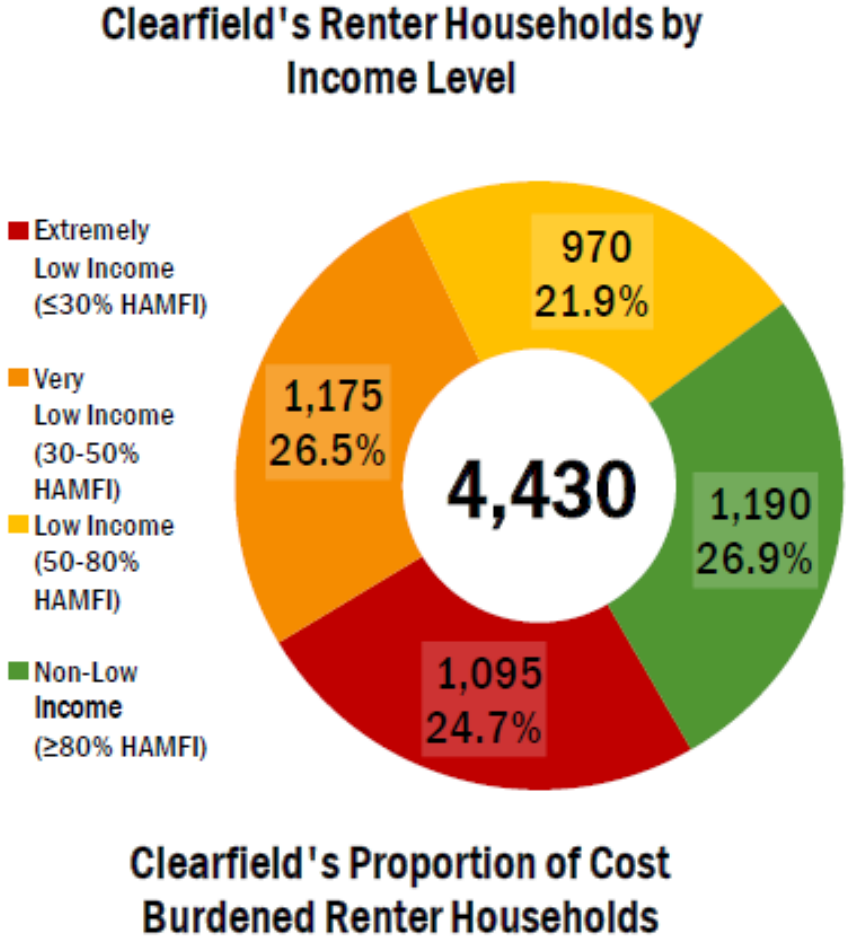


What does “affordable” really mean?

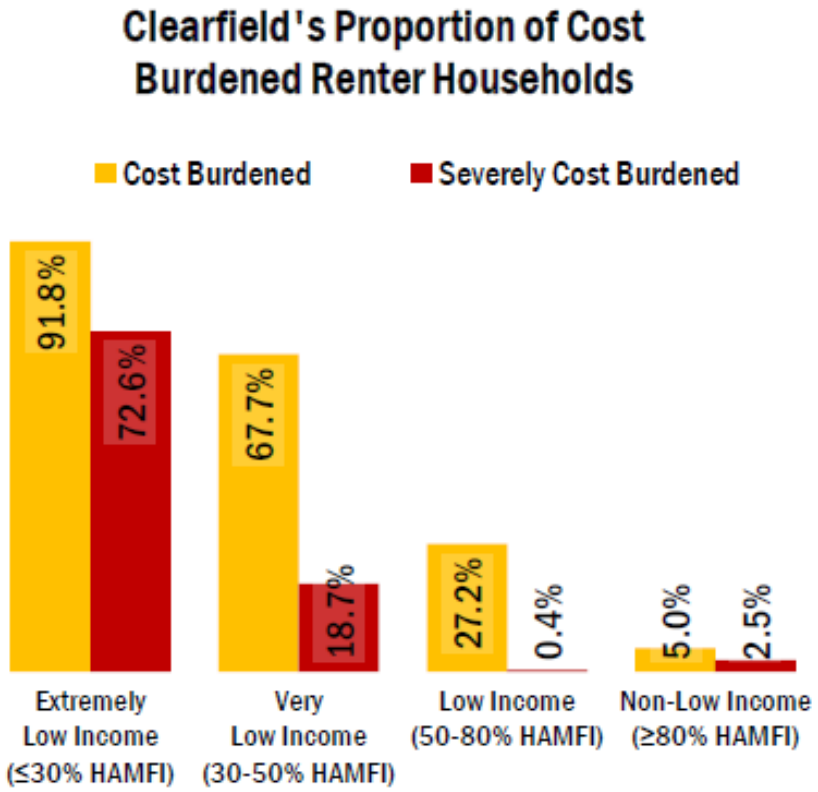
- *Housing costs are “affordable” if they do not exceed 30% of household’s gross monthly income*
- *“Costs” include basic utilities, mortgage insurance, HOA fees and property taxes*
- *Household paying more than 30% are considered costs burdened*
- *Households paying more than 50% are considered severely costs burdened*

Gap Analysis – Renters Household Income

- *Broken down into 4 tiers, based on household income – in relation to area median income*
  - *Above 80% median are non-low income and ineligible for HUD programs*
  - *Roughly ¾ of Clearfield's renters would be considered low to extremely low*



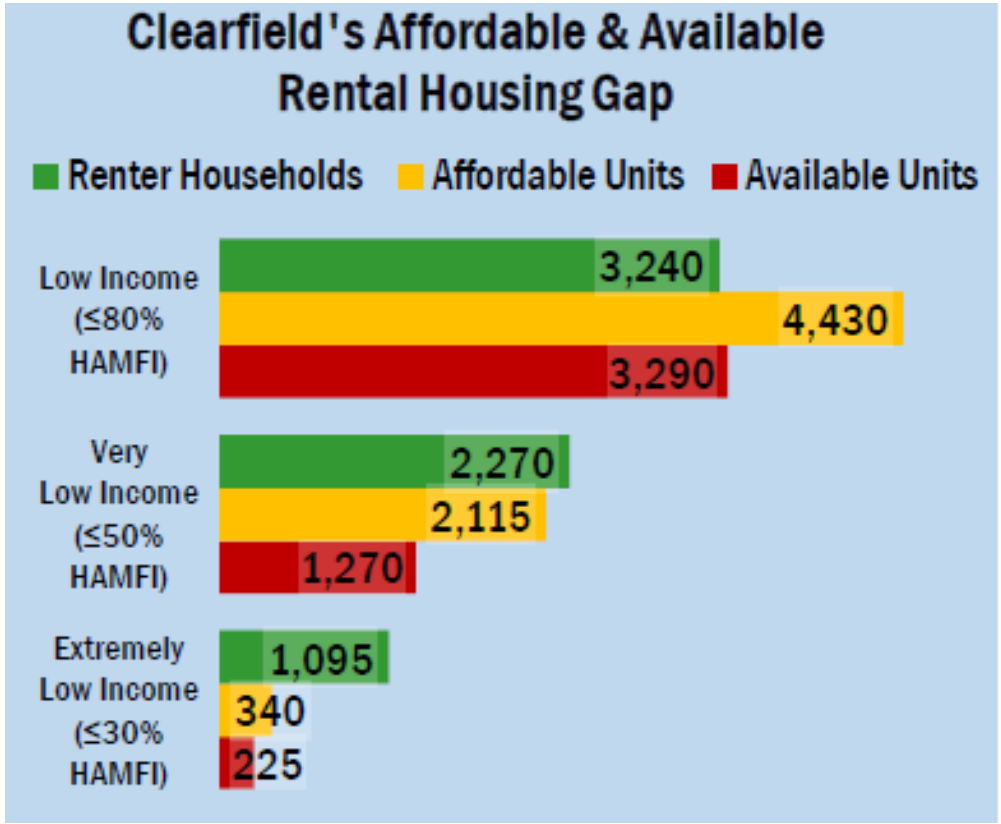
Gap Analysis – Proportion of Costs



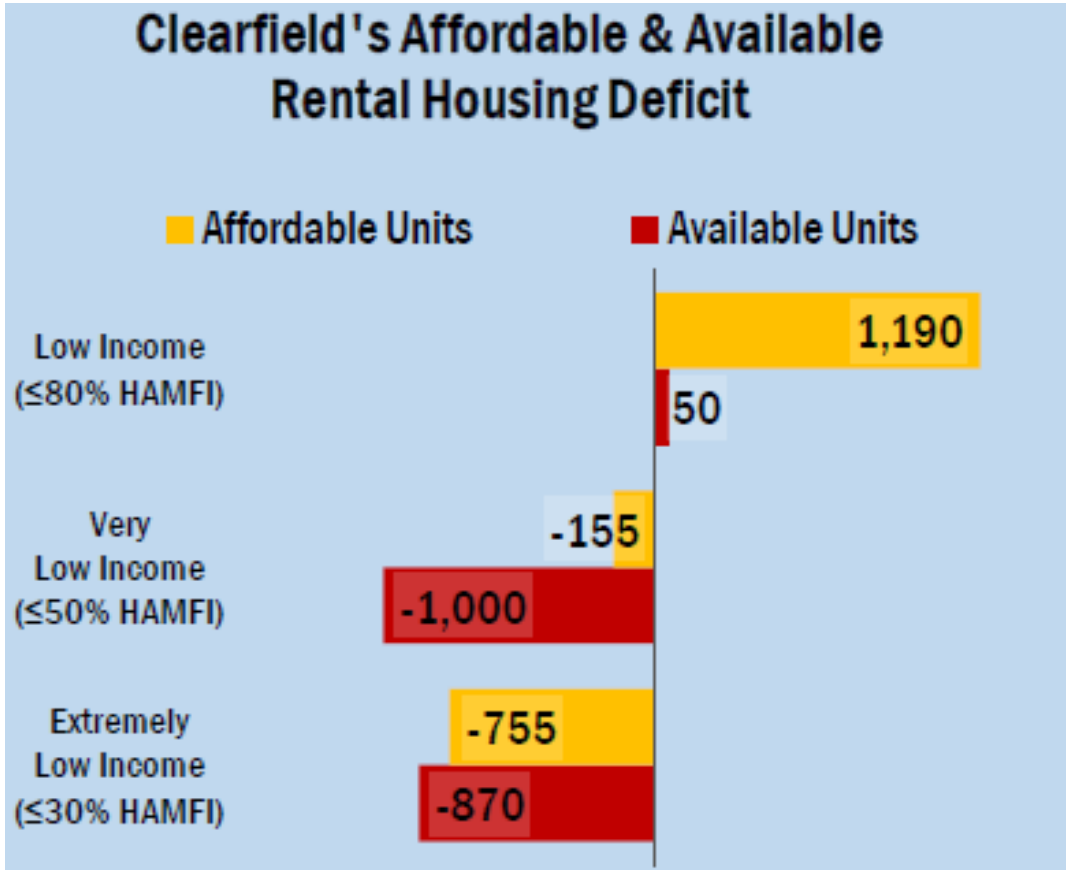
- *Cost burdened means someone who spends 30% to 50% of its income on gross housing costs*
  - *91.8% of renters are in the Extremely-Low Income tier cost burdened*
- *Severely Cost burdened means someone spends more that 50% of its income on gross housing costs.*
  - *72.6% of renters are in the Extremely-Low Income tier severely cost burdened*

Gap Analysis – Afford. Vs. Available Housing

- *Income limit groups can afford to rent any housing unit as long as rental costs are less than or equal to 30% of their income threshold.*
- *Real estate markets determine the quantity of affordable housing units produced and operated at any particular price point. (cost to income threshold).*
- *Desirable amenities may lead a higher income renter household to occupy a unit below their means, which in turn limits the availability of affordable unites for lower-income groups.*



Gap Analysis – Afford. Vs. Available Housing Deficit



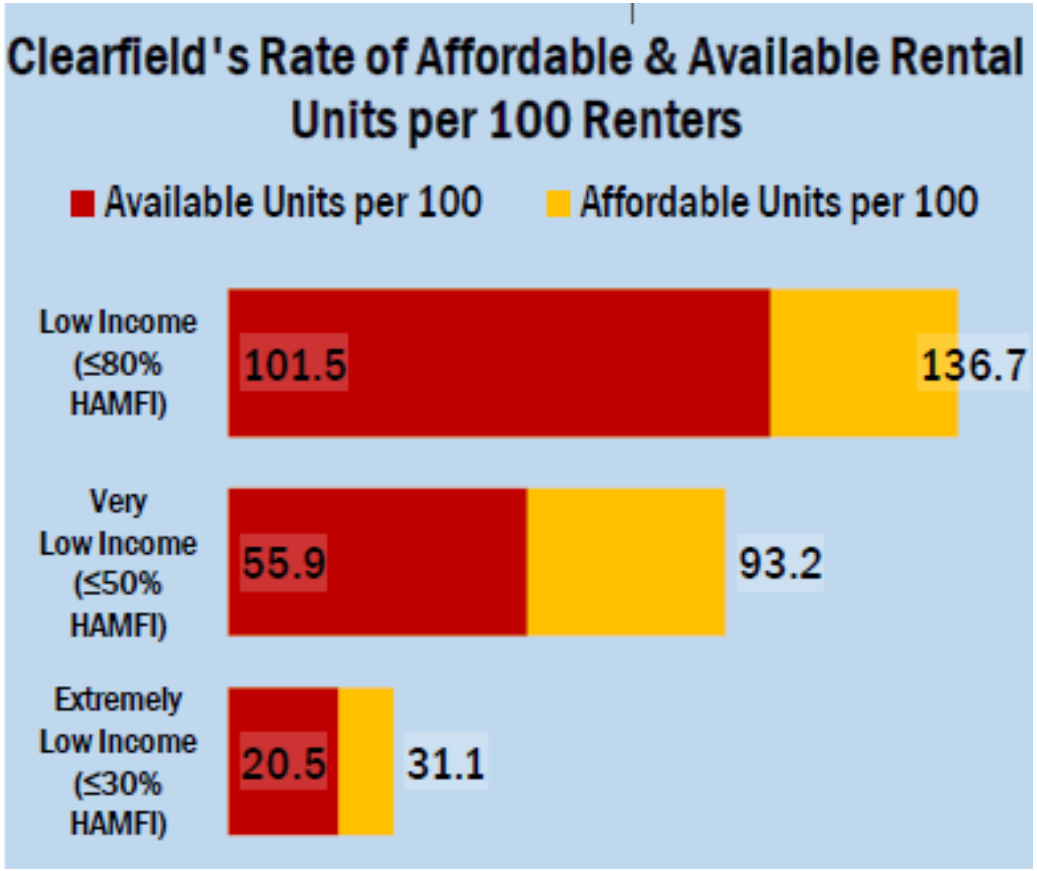
- *The housing gap at a particular cost to income threshold is equal to the following:*
  - *The number of all affordable units at the cost threshold and below, minus all renter households at the same income threshold and below.*
  - *The number of all available units at the cost threshold and below , minus all renter households at the same income threshold and below.*

Gap Analysis – Afford. Vs. Available Rental units /100 Renters

- *Calculating rates of affordable and available units per 100 renters provides a consistent measure of assessing Utah's changing housing gap over time and for evaluating the relative severity of the affordability mismatch between demographics across the region.*

Comparison of Clearfield and Davis County's Affordable & Available Rental housing Units per 100 Renter Households

GAP HAMFI LEVEL	Affordable Units		Available Units	
	Clearfield	Davis County	Clearfield	Davis County
Low Income (≤80% HAMFI)	136.7	145.9	101.5	100.3
Very Low Income (≤50% HAMFI)	93.2	117.0	55.9	66.2
Extremely Low Income (≤30% HAMFI)	31.1	54.7	20.5	26.8





Next Steps

- *What are our plans?*

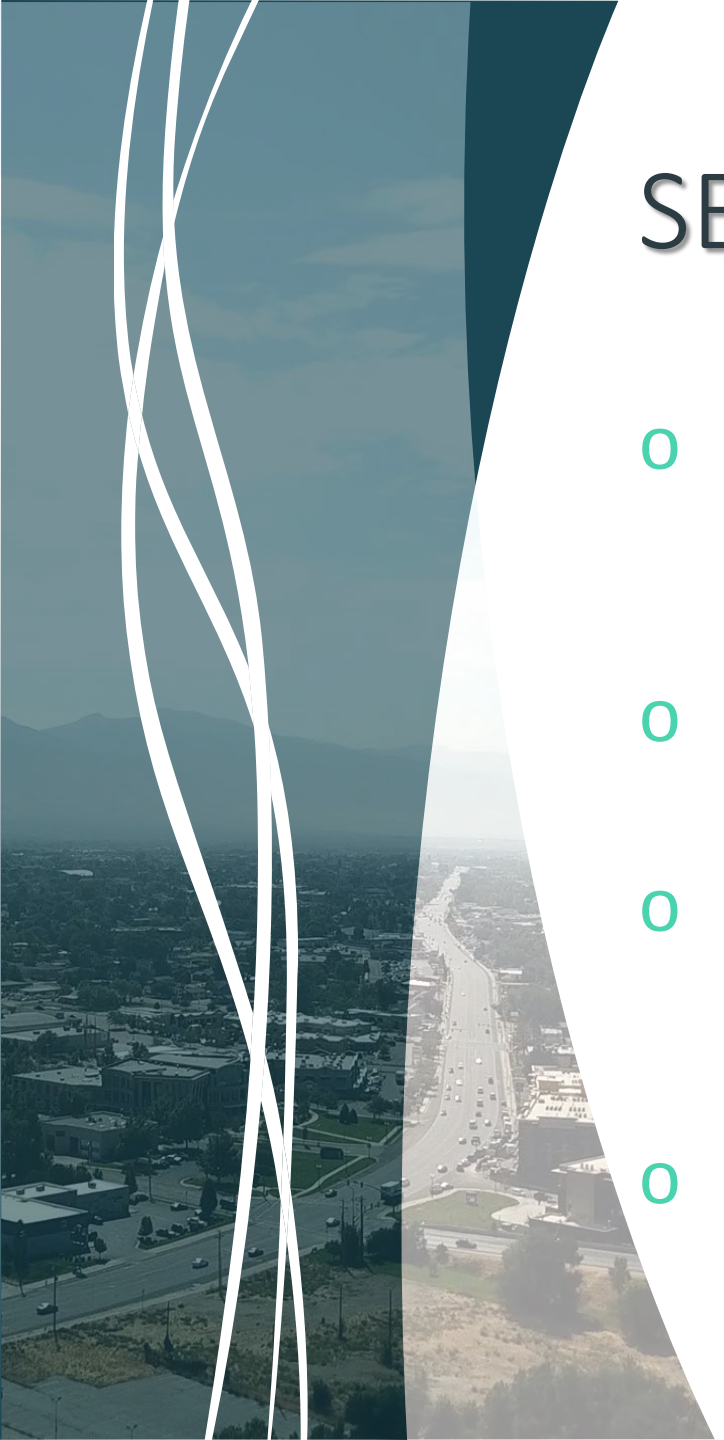
  SB 34 requirements

  - *GP revisions*
- *What are WE doing?*



What's the plan?

- *What is affordable housing and how do we have affordable housing needs?*
- *How do I measure affordable housing needs in my community?*
- *What can we do to assist those needs?*
- *What are the goals and objectives of the City on this issue?*



SB34 – What is required…NOW?

- *General Plan revisions*
  - *Land Use Element*
  - *Transportation and Circulation Element*
- *Moderate Income Housing (MIH) Element*
  - *Menu of Items to be included…must choose ~~3~~…I mean 4!*
- *Annual Reporting and review of MIHP*
  - *Annually by December of each year*
  - *Forms will be created and provided by DWS by July 2019*
- *Revisions to State transportation funding*



GP Revisions

- Land Use Element:
  - Element must now consider location of land for housing for residents of various income levels in addition to the other categories of public and private uses of land.
- Transportation and Circulation Element:
  - “Provide the general location and extent” of active transportation facilities; freeways, arterial and collector streets, public transit, and other modes of transportation.
  - Plan residential and commercial development around “major transit investment corridors” to improve connections between housing, employment, education, recreation, and commerce.
  - Correlate the transportation plan with population and employment projections, and the proposed land use element.
  - Consider the regional transportation plan developed by the region’s metropolitan planning organization (MPO); if outside an MPO, consider the long-range transportation plan developed by UDOT.



All MIHPs shall include…

- ***Municipalities/counties covered:***
  - Utah Code has long required municipalities and counties to plan for moderate income housing growth.
  - SB34 requires, by December 1, 2019, the following municipalities and counties to update and adopt the moderate income housing element of their general plan, and annually report on implementation
  - Facilitate a reasonable opportunity for a variety of housing including MIH and shall:
    - Meet the needs of people of various income levels living, working, or desiring to live or work in the community;
    - Allow people with various incomes to benefit from and participate in all aspects of neighborhood and community life;
    - Towns may and cities shall analyze how they will provide a realistic opportunity for the development of MIH within 5 years for cities and within the planning horizon for counties.



SB34 – “Menu”

- All MIHP shall include a recommendation to implement 3 or more of the following strategies, aka the ‘menu’
- In addition to the recommendations required above, municipalities that have a “fixed guideway public transit station” shall include a recommendation to implement either “G” or “H”’
  - (G) encourage higher density or moderate income residential development near major transit investment corridors
  - (H) eliminate or reduce parking requirements for residential development where a resident is less likely to rely on their own vehicle, e.g. residential development near major transit investment corridors or senior living facilities

Housing Menu…affordable options

- (A) rezone for densities necessary to assure the production of MIH
- (B) facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of MIH
- (C) facilitate the rehabilitation of existing uninhabitable housing stock into MIH
- (D) consider general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the city
- (E) create or allow for, and reduce regulations related to, accessory dwelling units in residential zones
- (F) allow for higher density or moderate income residential development in commercial and mixed-use zones, commercial centers, or employment centers
- (G) encourage higher density or moderate income residential development near major transit investment corridors



Housing Menu…affordable options

- (H) eliminate or reduce parking requirements for residential development where a resident is less likely to rely on their own vehicle, e.g. residential development near major transit investment corridors or senior living facilities
- (I) allow for single room occupancy developments
- (J) implement zoning incentives for low to moderate income units in new developments
- (K) utilize strategies that preserve subsidized low to moderate income units on a long-term basis
- (L) preserve existing MIH
- (M) reduce impact fees, as defined in Section 11-36a-102, related to low and MIH



Housing Menu…affordable options

- (N) participate in a community land trust program for low or MIH
- (O) implement a mortgage assistance program for employees of the municipality or of an employer that provides contracted services to the municipality
- (P) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of MIH
- (Q) apply for or partner with an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity
- (R) apply for or partner with an entity that applies for affordable housing programs administered by the Department of Workforce Services



Housing Menu…affordable options

- (T) apply for or partner with an entity that applies for services provided by a public housing authority to preserve and create MIH
- (U) apply for or partner with an entity that applies for programs administered by a metropolitan planning organization or other transportation agency that provides technical planning assistance
- (V) utilize a MIH set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency
- (W) any other program or strategy implemented by the municipality to address the housing needs of residents of the municipality who earn less than 80% of the area median income



Housing Menu…Clearfield

- (A) rezone for densities necessary to assure the production of MIH
- (E) create or allow for, and reduce regulations related to, accessory dwelling units in residential zones
- (F) allow for higher density or moderate income residential development in commercial and mixed-use zones, commercial centers, or employment centers
- (G) encourage higher density or moderate income residential development near major transit investment corridors
- (L) preserve existing MIH
- (V) utilize a MIH set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency



MIHP Reporting (accountability)

- *Each of the 82 cities required to have and MIHP shall:*
  - *Adopt MIHP by December 1, 2019*
  - *Required to report annually (December of each year)*
    - The report shall include: a) revised estimate of the need for MIH in the next 5 years; b) description of progress made to provide MIH by analyzing and publishing data on the # of housing units that are at or below 80%, 50%, and 30% adjusted median family income; c) description of efforts to utilize a MIH set-aside from community reinvestment agency, redevelopment agency, or community development and renewal agency; d) description of the implementation of the MIH recommendations aka 'menu'.
    - o Requires the DWS Division of Housing and Community Development to (i) assist in the creation of the MIH reports, and (ii) evaluate the reports for purposes of determining eligibility for state transportation funds. Gives DWS rulemaking authority to develop the evaluation process



Transportation Funding

- *Revisions to state transportation funding:*
  - Adds access to educational facilities and MIH to the prioritization process for new transportation capacity projects administered by the Utah Transportation Commission.
  - State Transportation Investment Fund (TIF) or Transit Transportation Investment Fund (TTIF) funds may not be used in a municipality or unincorporated county that has failed to adopt a MIH plan or has failed to report on implementation of their MIH plan as determined by DWS. TIF funds can still be used for a limited-access facility, but not for construction, reconstruction, or renovation of an interchange.
  - TTIF funds can still be used for a multi-community fixed-guideway public transportation project, but not for the construction, reconstruction, or renovation of a station.



How do we measure/determine need?

- *Cost burden data from annual Census surveys (American Community Survey or ACS),*
  - *https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml*
- *Clearfield City Consolidated Action Plan (2015-2019)*
- *Housing needs tables required by Consolidated Plan through IDIS:*
  - *Needs Assessment (NA) and Market Analysis (MA), comparative data*
- *HUD's Assessment of Fair Housing Tool, tables*
  - *https://www.hudexchange.info/resource/4867/affh-data-and-mapping-tool/*
- *Clearfield City Analysis of Impediments (2015)*
  - *This report is produced every 5 years*


Questions / Discussion

STAFF REPORT

To: Mayor Shepherd and City Council Members

From: Rich Knapp, Finance Manager

Meeting Date: June 18, 2019 – Work Session

Subject: Fiscal Year 2019 Proposed Budget Amendments

Recommended Action

Staff recommends the City Council consider the FY 2019 proposed budget amendments.

Description / Background

The attached table lists proposed expenditures that do not have or exceed FY 2019 budget authority and require budget amendments as allowed by Utah Code Title 10 Chapter 6 Section 124 to 129.

Lacking a couple of payrolls, year end accounting, and the final major accounts payable check run, it is difficult to get final amendments in the packet on time. Attached is a draft list that will likely be added to before the work session.

Corresponding Policy Priorities

Fiscal Impact

The proposed General Fund amendments net use of unrestricted fund balance total $. This would bring the total budgeted use of reserves/available cash for FY19 to $.

Alternatives

Do not pass any or all budget amendments.

Schedule / Time Constraints

List of Attachments

- FY2019 Budget Amendment Items Worksheet

FY2019 Budget Amendment Items

Fund Division	Division #	Account	Expense Account Title	Expense Adjust	Description	Source Account Title	Source Adjustment
General Fund							
Customer Service	104144	611101	FT Employees	20,000	Retired Employee Payout	Fund Balance	20,000
Police Admin	104211	611101	FT Employees	40,000	Retired Employee Payout	Fund Balance	40,000
Fleet Management	614441	614441	Health Insurance	7,000	Prior employee took no health insurance	Fund Balance	7,000
Parks	104521	611101	FT Employees	(20,000)	Changed Allocation of Employees	Open Space	(20,000)
Open Space	104522	611101	FT Employees	20,000	Changed Allocation of Employees	Parks	20,000
Finance	104143	631004	Bank Fees	6,000	Switched from Bank fee credit to higher interest	Interest Earnings	6,000
CDBG	104632	693001	Pass Through	126,000	Davis Comm. Housing $111k, Open Doors $10k more Davis Comm. Learning $5k more	CDBG	126,000
EDA #3	204623	645004	Developer Increments	144,600	Increment came in higher than budget	EDA #3 Increment	144,600

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Staff

MEETING DATE: June 18, 2019

SUBJECT: Amendments to the Consolidated Fee Schedule

RECOMMENDED ACTION

Discussion on the Amendments as proposed by staff.

DESCRIPTION / BACKGROUND

Finance

In 2016, we engaged Zions Public Finance to help prepare a third party analysis of the City's utilities. The analysis projected nine years of revenues, operational and capital expenses to determine net income and cash requirements. Three years, 2017 to 2019, of the recommended rate adjustments were passed initially. The proposed consolidated fee schedule contains the recommended rate for the next three years, 2020 to 2022.

Other utility rate changes include the $2 per container pass through to Wasatch Integrated for the transfer station and increased recycling capacity. Lastly, the .90 cent increase to curbside recycling has been added.

Planning

The intent is to clarify that the fee included for signage is for the administrative review of the application and verification of compliance. This fee does not cover the permit required for any permanent sign. The proposed fee will be assessed and collected during the permit review and issuance.

FBC site plan reviews are much more detailed and in depth. Staff is proposing to increase the review for a site plan for areas developing under the FBC to $700. This fee is similar to the one previously applied to application for a site plan with a conditional use. Staff believes the amount of time involved in review of these specific types of applications merit a cost more consistent with the time associated with their review.

Code Enforcement

Do we want to permit "vehicle restoration permits"? $25 for the first one and $50 for the second one.

Licensing

Staff is proposing a fee for a Food Vendor License set at $75.00 since we are only allowed, by law, to charge a minimal fee. Currently, the City charges a $75.00 base fee on all business licenses. This fee would replace the $120.00 fee assessed to temporary/mobile food vendor. Additionally, a business owner that can show a mobile food vendors license, issued by another jurisdiction would not be charged the $75.00 fee to receive a Clearfield license.

Police

There are times when high profile police reports are requested and preparing those reports requires a significant amount of time. After reviewing other municipal consolidated fee schedules, staff is proposing that police reports that exceed 25 pages consist of the $10.00 fee plus an additional .20 per page fee for each additional page after 25 pages as well as a $20 per hour fee. These additional costs are reasonable compensation for staff's time as well as the amount of paper used to provide a copy of the report.

The Consolidated Fee Schedule for CD's and flash drives is currently set at $25. The proposed amendment provides a definition of digital media to include: pictures, audio, and video.

The Consolidated Fee Schedule does not include a video redaction fee. Recently, the City had to provide numerous copies of a video related to a high profile case. A considerable amount of time was spent redacting the video. The proposed amendment includes a $25 / hour video redaction fee billed in ½ hour increments.

The current police contract service fee has not been modified in several years. Since the contracted fee was implemented, there have been market adjustments as well as additional costs associated with employee benefits. The proposed amendment includes a contracted service fee of $65.75 / hour with a two (2) hour minimum. The contracted service fee is based upon the highest non-exempt employee OVT rate of $63.84 / hour (includes 7.65% FICA) as well as the proposed FY20 3% market adjustment.

Other (Police Registration Fees)

The City is now required to register individuals on the Child Abuse Registry and is allowed to charge $25.00. (This is similar to the individuals that need to register as a Sex Offender.)

If we are going to be adding fees for our massage therapists, those fees will also need to be included. The fee schedule will most likely be adopted after June therefore, the new fees may not be added until a later date.

GRAMA Fees (Records)

Records requests have more than doubled the first half of this year and the requests are becoming more voluminous in nature. Staff time to respond to the requests is substantial. State Law allows a governmental entity to charge a reasonable fee to cover the government's cost of providing the record. The City has not addressed its fees for the production of records in nearly twenty years. Salaries have increased and a greater level of expertise is needed to evaluate records before they are released to the public so staff is recommending setting the hourly rate at $30 per hour. Adjustments have also been made to the reproduction of City maps when requested. The City does not have the equipment necessary to scan and/or copy large maps so it is being outsourced. The fees being proposed would recover those costs.

CORRESPONDING POLICY PRIORITY (IES)

The fees being proposed assist staff in providing quality municipal services while at the same time recovering the costs for providing those services.

FISCAL IMPACT

The intent of the fees to recover the costs of providing municipal services.

ALTERNATIVES

Review the fees and determine whether some or all should be implemented at this time.

SCHEDULE / TIME CONSTRAINTS

The utility fees need to be addressed prior to the beginning of the new fiscal year.

LIST OF ATTACHMENTS

- Amended Consolidated Fee Schedule

CONSOLIDATED FEE SCHEDULE
CLEARFIELD CITY CORPORATION

UTILITIES

Water

		2020	2021	2022
Water rates are from January 1st to December 31st				
Single Family Dwellings				
Base Fee (5/8" meter)	3% per year	$13.38	$13.78	$14.20
Consumption Charges per 1,000 gallons				
0 - 10,000		$0.91	$0.91	$0.91
10,001 - 40,000		$1.06	$1.06	$1.06
40,001 - 60,000		$1.21	$1.21	$1.21
60,001 - 80,000		$1.39	$1.39	$1.39
80,000 +		$1.54	$1.54	$1.54
Multiple Dwelling Units, Apartment Houses & Mobile Home Parks				
(7,000 gallons allowed per unit, then commercial rates apply)				
Each Unit		$14.47	$14.91	$15.36
Commercial	**Increase per Year**			
Base fee, based on meter size				
5/8" - 3/4"	2.37%	$19.16	$19.62	$20.08
1" - 1 1/2"	0%	$81.64	$81.64	$81.64
2"	0%	$107.11	$107.11	$107.11
3"	0.12282%	$274.12	$274.45	$274.79
4"	0.62576%	$417.70	$420.32	$422.95
6"	5.41%	$662.19	$698.03	$735.81
Consumption Charges per 1,000 gallons		$1.11	$1.11	$1.11
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.		$0.006056	$0.006238	$0.006425
Fire Protection Standby Charge:				
Sprinkling system standby charge per diameter inch of main pipe supply		$3.58	$3.69	$3.80
More than one User:				
Minimum monthly fee based on meter size. Consumption fee 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		$92.79	$95.57	$98.44
9 or more employees, charged at 2.0" meter size		$121.83	$125.48	$129.24

Sewer

				2020	2021	2022
Residential						
Single Family Base	Clearfield City	2% per year	beginning Jan 1	$12.62	$12.87	$13.13
	North Davis Sewer District		beginning July 1	$21.50*	$21.50*	$21.50*
Multi-Unit Base						
	Clearfield City	3% per year	beginning Jan 1	$9.56	$9.84	$10.14
	North Davis Sewer District		beginning July 1	$21.50*	$21.50*	$21.50*
Commercial						
Base Rate						
	Clearfield City	2% per year	beginning Jan 1	$15.07	$15.37	$15.68
	North Davis Sewer District		beginning July 1	$21.50*	$21.50*	$21.50*
Consumption fee per 1,000 gallons						
	Clearfield City		beginning Jan 1	$0.65	$0.65	$0.65
	North Davis Sewer District		beginning July 1	$2.15*	$2.15*	$2.15*

*subject to change by the North Davis Sewer District

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

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

More than one User:
Minimum monthly fee based on meter size. Consumption fee shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.

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

8 or fewer employees minimum 1.0" meter size	Commercial Monthly Base Fee
9 or more employees, charged at 2.0" meter size	Commercial Monthly Base Fee + $1.00/employee

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

Storm Water

		2020	2021	2022
Residential				
Single-Family per ESU and duplex	5% per year	$5.94	$6.24	$6.55
Tri-plex and fourplex				
Apartments with more than 4 units at Commercial rate				
Commercial				
Retention Percent				
0%		$5.94	$6.24	$6.55
20%		$4.76	$4.99	$5.24
30%		$4.16	$4.37	$4.59
50%		$2.97	$3.12	$3.28

(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
30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention basin within a
20% with maximum release of 0.20 cfs/ac within an impervious surface area on the site or within a

Residential Solid Waste (Garbage) & Recyclables

Base fee--1st trash container	$16.75
Each additional trash container	$9.50
First recycle container	$4.80
Each additional recycle container	$4.80

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	$10.00
Utility Service Fee-disconnect/reconnect fee	$35.00
Administrative fine for violations of Title 9	Not less than $100, nor more than $250

RECREATION FEES:

Park Rental Fees:	**Resident**	**Non-resident**
$25 refundable cleaning deposit due at the time of rental		
Picnic shelter	$15.00	$35.00
Amphitheater (per hour)	$10.00	$10.00

Athletic Field / Facility Usage Fees:	**SINGLE USE**	**TOURNAMENT**
Refundable cleaning deposit due at the time of rental	$100	$250
	PRIORITY GROUP A	**GROUP B**
Game Field Usage fee (per hour per field)	$10.00	$20.00
	Baseball/Softball	**Soccer**
Practice Field Usage fee (per hour per field)	$8.00	$10.00
Soccer Field Rental (per hour)	$12.00	$24.00
Lights (per hour per field)	$20.00	$20.00
Baseball/Softball Field preparation Mon-Fri (per field)	$25.00	$25.00
Baseball/Softball Field preparation Sat-Sun (per field)	$40.00	$40.00
Soccer Prep Field Preparation Mon-Fri (per field, practice fields)	$40.00	$40.00
Soccer Prep Field Preparation Saturdays (per field, practice fields)	$60.00	$60.00
Weekly fee for game field preparation (per field)	$5.00	$5.00
Scoreboard (per field)	$10.00	$10.00
Supervisor in charge of scoreboard (per hour)	$12.00	$12.00

July 4th Booth Fees:	**All vendors**
Shaded booth, no electricity	$80.00
Shaded booth, non-food w/electricity	$110.00
Shaded booth, w/electricity food vendor	$110.00
Food vendor with own trailer w/electricity	$100.00
Each additional electrical outlet	$10.00

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

AQUATIC CENTER FEES:

Membership fees may be altered in conjunction with marketing efforts to allow for the effective promotion of the Clearfield Aquatic Center with the approval of the Community Services Director.

(All fees include tax)

Daily Admission

Child 3 and under	$1.00
Youth 4-17	$3.00
Adult 18-59	$5.50
Senior 60+	$3.00

Annual Membership fees	**Resident**	**Non-Resident**
Membership rates includes tax		
Youth 4-17	$175.00	$270.00
Adult 18-59	$270.00	$400.00
Senior 60+	$175.00	$270.00
Senior couple	$270.00	$400.00
Adult couple	$350.00	$525.00
Family	$450.00	$640.00

Membership Registration Fee		
Individual one-time registration fee	$25.00	$25.00
Senior Couple one-time registration fee	$40.00	$40.00
Adult Couple one-time registration fee	$50.00	$50.00
Family one-time registration fee	$75.00	$75.00

Corporate/Business Annual Membership Group Discount Rates

RESIDENT BUSINESSES	**10-19 Members 5% Discount**	**20+ Members 10% Discount**
Senior	$166.25	$157.50
Adult	$256.50	$243.00
Sr. Couple	$256.50	$243.00
Adult Couple	$332.50	$315.00
Family	$427.50	$405.00

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**
Senior	$265.50	$243.00	$229.50	$216.00	$202.50
Adult	$380.00	$360.00	$340.00	$320.00	$300.00
Sr. Couple	$380.00	$360.00	$340.00	$320.00	$300.00
Adult Couple	$498.75	$472.50	$446.25	$420.00	$393.75
Family	$608.00	$576.00	$544.00	$512.00	$480.00

Membership Cancellation Fee		
Individual	$25.00	$25.00
Couple	$50.00	$50.00
Family	$75.00	$75.00
Senior Couple	$40.00	$40.00
15-Punch Pass		
Youth 4-17	$41.25	$41.25
Adult	$75.00	$75.00
Senior	$41.25	$41.25
Aquatic Center Day Care		
Hourly rate per child	$3.75	$3.75
5-hour punch pass	$16.25	$16.25
10-hour punch pass	$30.00	$30.00
30-hour punch pass	$68.75	$68.75
50-hour punch pass	$125.00	$125.00
Aquatic Center Programs	**Resident**	**Non-resident**
Swim lessons	$34.00	$40.00
Private swim lessons - one student	$14.00	$16.00
Private swim lessons - two students	$15.00	$17.00
Private swim lessons - three students	$16.00	$18.00
Clearfield City Aquatics Team - Bronze (3 days/week, 1 hr practice)	$34.00	$40.00
Clearfield City Aquatics Team - Silver (3 days/week, 2 hr practices)	$44.00	$50.00
Clearfield City Aquatics Team - Gold (5 days/week, 2 hr practices)	$54.00	$60.00
Aquatic Center Facility Rentals:		**Per hour**
Leisure pool 1-100 people		$150.00
Lap pool 1-100 people		$100.00
Lap and Leisure pool 1-100 people		$225.00
Lap pool / splash pad		$125.00
Lap pool / leisure pool / splash pad		$300.00
Splash pad & patio area		$75.00
Lane rental		$12.50
Shower rental		$50.00
Wet classroom		$35.00
Party room		$35.00
Birthday party package includes 1 hour in party room, 8 children, 2 adults)		$80.00
Full aquatic center		$400.00
Full Gym		$100.00
Half Gym (east or west)		$50.00
1 full court		$30.00
1 basket		$15.00
Aquatic Center Misc. Fees:		
Body Fat Testing		$10.00
Group Personal Training 1 session		$60.00
Group Personal Training 3 sessions		$168.00
Group Personal Training 6 sessions		$312.00
Group Personal Training 10 sessions		$480.00
	Members	Non-Members
Personal Training - 1 session	$35.00	$40.00
Personal training - 10 sessions	$290.00	$340.00
Personal training - 6 sessions	$186.00	$216.00
Personal training - 3 sessions	$99.00	$114.00

BUSINESS LICENSE FEES

General Business License	Fee / Amount
New / Commercial	$75
New / Home	$75 when applicable
Renewal / Commercial	$64
Renewal / Home	$64 when applicable
Rental Dwelling License	
New	$190
New - Good Landlord Participant	$30
Renewal or amendment	$64
Temporary or Seasonal Merchant License	
New - One hundred eighty (180) Days	$120
Mobile Food Vendor License	$75
Solicitors License	
New	$215
Renewal	$64
Identification Badge	$15
Beer Licenses	
Class A - Off-Premise	
New	$138
Renewal	$64
Class B - Restaurant	
New	$138
Renewal	$64
Class C - Tavern	
New	$138
Renewal	$64
Class D - Nonprofit Organization	
New	$138
Renewal	$64
Class E - Temporary Special Event	
New	$138
Renewal	$64
Sexually-Oriented Business Licenses	
Outcall Services	
New	$200
Renewal	$64
Adult Business	
New	$200
Renewal	$64
Nude Entertainment Business	
New	$200
Renewal	$64
Semi-nude Dancing Bar	
New	$200
Renewal	$64
Nude and Semi-nude Dancing Agency	
New	$200
Renewal	$64
Sexually-Oriented Business Employee Licenses	
Non-performing Employee	
New	$200
Renewal	$64
Outcall Services Performer	
New	$200
Renewal	$64

Adult Business Performer	
New	$200
Renewal	$64
Nude Entertainment Business Performer	
New	$200
Renewal	$64
Semi-nude Dancing Bar Performer	
New	$200
Renewal	$64
Firework Stand License	
New	$120
Cleaning Deposit	$100
Pawnbroker License	
New	$138
Renewal	$64
Disproportionate Service Fees	
Daycare / Preschool, Commercial (new only)	$10
Daycare / Preschool, Home (new only)	$135
Manufacturing Businesses (new and renewal)	$200
Single-Family Rental (new and renewal) with Good Landlord Program - per unit	$7
Two-Family Rental (new and renewal) with Good Landlord Program Discount - per unit	$3
3/4-Plex Rental (new and renewal with Good Landlord Program Discount - per unit	$9
Multi-Family Rental (new and renewal) with Good Landlord Program Discount - per unit	$7
Mobile Home Park (new and renewal) with Good Landlord Program Discount - per unit	$7
Single-Family Rental (new and renewal) - per unit	$66.50
Two-Family Rental (new and renewal) - per unit	$12.50
3/4-Plex Rental (new and renewal) - per unit	$92.00
Multi-Family Rental (new and renewal) - per unit	$67.00
Mobile Home Park (new and renewal) - per unit	$49.50
Convenience Stores (new and renewal)	$500
Restaurants (new and renewal)	$150
Tavern (new and renewal)	$800
Automotive (new and renewal)	$115
Financial Services (new and renewal)	$440
Pawn Shops (new and renewal)	$500

Bonds Required

Sexually-Oriented Businesses:

Each applicant for a sexually-oriented business license shall post with the City's business license department a cash or corporate surety bond, payable to the City, in the amount of two thousand dollars ($2,000). Any fines assessed against the business, officers or managers for violations of City ordinances shall be taken from this bond if not paid in cash within ten (10) days after notice of the fine, unless an appeal is filed. In the event the funds are drawn against the cash or surety bond to pay such fines, the bond shall be replenished to two thousand dollars ($2,000) within fifteen (15) days of of the date of notice of any draw against it.

Firework Stands:

Bond Or Liability Insurance: Any application for permit as herein provided shall be accompanied by a certificate of insurance insuring the licensee and naming the City as *the certificate holder,* 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 occurence* for property damage and no City officer or licensing agent or other representative of the City shall in any event issue any permit hereinabove referred to until such certificate of insurance has been furnished and passed upon by the City Manager and the City Attorney as to form and sufficiency.

Pawnbrokers:
Prior to the issuance of any license for the business of a pawnbroker, the applicant therefore shall file with the Director of Finance a bond with a sufficient surety in the penal sum of two thousand dollars ($2,000.00), in such form as shall be approved by the City Attorney, conditioned for the faithful observance of all laws and ordinances respecting pawnbrokers. The form of the bond and the sufficiency of the surety shall be approved by the City Attorney.

Miscellaneous

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

Penalties

Renewals not paid on or before January 15th	50 % of the total amount due
Engaging in business without a license	$50

Amended License

Processing Fee	$5

Business License Appeal

Fee	$75

POLICE

Copy of Police Report	$10.00
1st copy to those involved	No Cost
Police Reports greater than 25 pages (.25 per page after 25 pages, $20 per hour after first 1/2 hour of preparation.	
~~Tape or CD with photos or video~~	~~$25.00~~
Digital Media (CD / Flash drive of Video, Audio, Pictures, etc.)	$25.00
Digital Redcation Fees	$25.00 / hour (charged in 1/2 hour increments)
Fingerprinting (resident)	$10.00
Fingerprinting (non-resident)	$15.00
BCI Background check	$15.00

Alarm's

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
Sex Offender	DNA collection	$25.00
Child Abuse Offender	Yearly Registration	$25.00
Child Abuse Offender	DNA collection	$25.00
~~Contract Services for Police Officers~~		~~$58.00 hour 2 hour minimum~~
Contract Services for Police Officers		$65.75 per hour (2 hour minimum)

GRAMA FEES:

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)	$30 per hour
Audio Recordings	$5.00

Ma 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

~~Research, compilation~~	~~$14.00~~
~~Police reports~~	~~$10.00~~
~~Budget copies~~	~~$5.00~~
~~Land Use Plans (General Plan)~~	~~$5.00~~

~~Requests that include the inspection of a voluminous scope of records and/or have not identified any particular record(s) with any degree of specificity, will need to adhere to the following procedures and guidelines in order for the City to reasonably facilitate the request:~~

~~1) Written notice must be provided to the office of the City Recorder at least ten (10) business days in advance of the date and times desired to inspect the City's public records. Said notice must include a particular category of recods to examine on each date so that those records may be pulled, placed in a central location, and then reviewed for any private, controlled, or protected documents in advance of the inspection.~~

~~2) Appointments to inspect the City's public records will be made in four (4) hour time blocks, either from the hours of 8:30 a.m. until 12:30 p.m. or from 1:00 p.m. until 5:00 p.m. Requestors may utilize only one (1) four (4) hour time block for inspecting records per day and must not request more than two (2) such appointments per week.~~

~~3) The City shall charge a reasonable fee to cover its actual costs for accommodating the records request. Pursuant to this Fee Schedule, the requestor will be charged a minimum of $14.00 per hour to cover the necessary staff time to facilitate complying with the request. The requestor must pay $56.00 (4 hours X $14/hour) in advance for each four (4) hour block of inspection time scheduled. However, that amount is only designed to offset the City's labor costs to have an employee sit with the requestor while any public records are inspected in order to maintain the integrity of said records. Any additional costs for searching, retrieval, compiling, formatting, manipulating, packaging, summarizing, tailoring, copying, etc. will be charged in addition to the $56.00 per four (4) hour inspection block that will have already been paid in advance.~~

PLANNING & ZONING FEES:

Engineering Fees	Per City Engineer Hourly Rates
Site Plan Review	$500 plus Engineering
Administrative Site Plan Review	$200 plus Engineering
Co Home Occupation	
Residential	$200 plus Engineering
Commercial	$350 plus Engineering
Request for Extension	$350 plus Engineering
	$200 plus Engineering
Form Based Code/Site Plan Review*	$700 plus Engineering
Rezone	$650 plus Engineering
Zoning Ordinance Amendment	$650 plus Engineering
General Plan Amendment	$900 plus Engineering
Street Vacation	$450 plus Engineering
Plat Vacation / Amendment	$300 plus Engineering
Annexation	$1000 plus Engineering
Special Planning Commission Meeting	$500
Subdivision Approval	
Preliminary	$500 + $25 per lot, plus Engineering
Final	$400 + $25 per lot, plus Engineering
Subdivision Public Hearing	$300
Appeal to the Planning Commission or City Council	$150 plus Independent Legal Fees
Recording Fees	Paid directly to Davis County Recorder
Permanent Sign Permit	$50 application fee, plus building permit
Temporary Sign Permit	$25 application fee
Variance	$250 plus Engineering
Zoning Verification Letters	$75

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	$90.0/sq. mi.
Special Projects	$50.00 per hour
Hard copy color maps	$1.00 / Sq. Ft.

Small Wireless Facility Fees:

Application Fees:		$100.00	ea. SWF on same app
Co-location of an SWF on an existing or replacemnt utility pole		$250.00	per application
Permitted use to install, modify, or replace a utility pole with an SWF		$1,000.00	per application
Non-permitted use to install, modify, or replace a new or existing utility pole with an SWF			
Co--Location Fee		$50.00	annually per City utility pole
Right-of-Way Rates:	(whichever is greater)	3.5 percent	of all gross revenue, or
		$250.00	annually for each SWF

BUILDING PERMIT AND DEVELOPMENT FEES:

The City may reduce building permit and development fees for public infrasturcture projects for local governental entities upon request to the Community Development Director. Fees charged shouold, 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 $501,000 to $1,000,000	$3,233.75 plus $4.75 each additional $1,000 or fraction thereof
From $1,000,000 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 **
Residential and pools	20% of the building permit fee
Residential "Identical Plans"	$47

** Actual costs include administrative and overhead costs

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)

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 right-of-ways	$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	$208	$25
1" Meter	$292	$25
1-1/2" Meter	$530	$25
2" Meter	$700	$25
2" Compound Series Meter w/2 Orion Transmitters	$1,945	Per City Public Works Hourly Rate
3" Compound Series Meter w/2 Orion Transmitters	$2,263	Per City Public Works Hourly Rate
4" Compound Series Meter w/2 Orion Transmitters	$3,528	Per City Public Works Hourly Rate
6" Compound Series Meter w/2 Orion Transmitters	$4,927	Per City Public Works Hourly Rate
1-1/2" Turbine Meter	$800	Per City Public Works Hourly Rate
2" Turbine Meter	$875	Per City Public Works Hourly Rate
3" Turbine Meter	$987	Per City Public Works Hourly Rate
4" Turbine Meter	$1,448	Per City Public Works Hourly Rate
6" Turbine Meter	$3,413	Per City Public Works Hourly Rate

Telecommunications franchise application fee $500

Sewer Connection Fees

Each connection to the city sanitary sewer system including each new	$500
Additional connection fee per lot within the subdivision, mobile home park,	$25

Building Permit - New Construction Water Fee

Fee for water usage during construction of new residential units, fee charged per unit $50

DEVELOPMENT IMPACT FEES:

Dec. 13, 2016

Residential

Single Family (includes attached & detached)	Park Impact Fee-Single Family	$2,339.00
	Park Impact Fee-Multi Family	$1,441.00
	Storm Water per ESU	$64.00
	Water	$254.00
	Sewer	$613.00

Non-residential

Storm water per ESU (1 ESU = 2,700 sq. ft. of impervious surface)

If there is storm water detention onsite, the fee is reduced if the detention area is:

- Paved - 20% reduction
- Grassed - 30% reduction
- Sand & Oil Interceptor - 50% reduction

Water Impact (per water meter size*)	Dec. 13 2016
3/4"	$352.00
1" - 1 1/2"	$705.00
2"	$1,411.00
3"	$4,517.00
4"	$7,059.00
6"	$14,118.00

Sewer Impact (per water meter size*)	
3/4"	$851.00
1" - 1 1/2"	$1,703.00
2"	$3,406.00
3"	$10,900.00
4"	$17,031.00
6"	$34,062.00

* Water and sewer impact fees for meters larger than six inches will be based on annualized average day demand and the net capital cost per gallon of capacity.

Independent Fee Calculation Review	$150 plus Actual Cost
Administrative fee for Appeals	$75

DOG LICENSES

Duplicate (replacement) tag	$6.00
Unaltered and no chip	$40.00
Altered with no chip	$15.00
Altered with chip	$10.00
Senior unaltered one year license	$10.00
Senior lifetime, with chip and altered	$20.00

FIRE HYDRANT METERS

Short Term Meter (3 days or less)	$8.00 + usage charges
Long Term Meter (4 or more days)	$30/month + usage charges
Lost, broken or damaged meter	$2,500.00
Lost, broken or damaged hose	$100.00

NEIGHBORHOOD DUMPSTERS

Deposit (applied to resident's acct when charges are billed)	$75.00
Delivery & picking-up	$77.80 + fuel surcharge
Tipping Charge	$26 / ton

Discounts may be available. Please contact the City for details.

CEMETERY FEES

	Resident	Non-resident
Plot - adult (includes perpetual upkeep)	$450.00	$950.00
Interment - adult	$300.00	$600.00
Plot - infant (includes perpetual upkeep)	$150.00	$400.00
Interment - infant/cremains	$200.00	$300.00
Plc Interment extra fee for evenings/weekends/holidays*	$250.00	$500.00
* Evening services are defined as those that are scheduled for 3:30pm or late	$200.00	$250.00
Disinterment	$500.00	$500.00
Ce within 1 year of purchase	$100.00	
All other certificate transfers	$10.00	$10.00
Gravesite Marker (for second and each additional time)	$25.00	$25.00

BUILDING RENTAL FEES

	Resident	Non-resident
Refundable cleaning & security deposit - no food	$50.00	$50.00
Refundable cleaning & security deposit - food served	$250.00	$250.00
Room Rental /hour (2-4 hrs) non-profit, government, commercial	$35.00	$50.00
Room Rental /hour (5-8 hrs) non-profit, government, commercial	$31.50	$45.00
Room Rental /hour (9-12 hrs) non-profit, government, commercial	$28.00	$40.00
Room Rental /hour (13+ hrs) non-profit, government, commercial	$24.50	$35.00
Theater & MP room pkg /hr (2-4 hrs) non-profit, government, commercial	$50.00	$70.00
Theater & MP room pkg /hr (5-8 hrs) non-profit, government, commercial	$45.00	$63.00
Theater & MP room pkg /hr (9-12 hrs) non-profit, government, commercial	$40.00	$56.00
Theater & MP room pkg /hr (13+ hrs) non-profit, government, commercial	$35.00	$50.00
Sound and lighting / per hour	$20.00	$20.00
Projector & screen / per hour	$20.00	$20.00

LEGAL DEPARTMENT DISCOVERY FEES

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

ONLINE TRAFFIC SCHOOL

Tuition	$50.00

PARKING VIOLATIONS:

UNAUTHORIZED USE OF STREETS	$125.00
Stopping, Standing and Parking 7-4-1 through 7-4-25	$125.00
Stopping, Standing and Parking 7-4-28 through 7-4-30	$125.00
Stopping, Standing and Parking 7-4-26 Fire Lanes	$200.00
Stopping, Standing and Parking 7-4-27 Parking for Person with Disabilities	$200.00
Trucks, Dynamic Braking & Restricted Vehicles 7-5-2 Parking of Trucks	$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	$25.00

CIVIL INFRACTION HEARING EXAMINER ("CIHE") REDUCTION

A Penalty Reduction for a Parking Violation by CIHE Purusant to 1-15-6(3) shall	$15.00

CODE ENFORCEMENT:

Penalties, Costs, and Filing Fees	**Fee:**
Vehicle Restoration Permit	First - $25 / Second - $50 do we still allow for these? Do we want to allow them?
Violation Penalty	Subject to reduction at the discretion of the city manager or his or designee, the standard fine is $50.00 per day of continuing violation for the 14 days immediately following service of the notice of violation and $100 per day thereafter.
Hearing Request Filing Fee	Subject to reduction at the discretion of the city manager or his or designee, the hearing request fee is $150.00 per request.
First Compliance Inspection	No Charge

Repeat Re-Inspection Fee	Subject to reduction at the discretion of the city manager or his 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

MISCELLANEOUS

Returned payment	$20.00	
Chicken License	$15.00	
Original Art Mural Permit	$50.00	plus inspection fees

STAFF REPORT

TO: CDRA Board of Directors

FROM: Summer Palmer, Assistant City Manager

MEETING DATE: June 18, 2019

SUBJECT: Lifetime CRA Interlocal Cooperation Agreement

RECOMMENDED ACTION

Approve the Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and the following agencies and authorize the Chair's signature to any necessary documents:

- Clearfield City
- Davis County
- North Davis Sewer District
- Weber Basin Water Conservancy District
- North Davis Fire District
- Mosquito Abatement District

DESCRIPTION / BACKGROUND

The attached Interlocal Cooperation Agreements need to be executed to move forward with the implementation of the Lifetime Products CRA Plan and Budget. These Interlocal Agreements are the instruments that authorize the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to these agencies.

As a note, the Interlocal Agreements with all the agencies are the same except the agreement with Davis County. The county has additional overhead associated with maintaining the CRA's, and for that reason we agreed they will receive an additional 5% administration fee paid from their tax increment.

CORRESPONDING POLICY PRIORITY (IES)

This item corresponds directly to the policy priority of Improving Clearfield's Image, Livability, and Economy. The creation of this CRA (and the participation of the taxing entities) will allow Lifetime Products to expand in Clearfield—building a new 600,000 – 700,000 square foot distribution center on the north end of the Freeport Center and creating about 150 jobs.

FISCAL IMPACT

As detailed in the Project Area Budget, the CRA expects to collect about $4.2 million in tax increment over the 15 year life of the project. Of this total, about $2.27 million would be the School District contribution.

ALTERNATIVES

These agencies (with the exception of Clearfield City) have already approved these Interlocal Agreements, at the CDRA's request. If any modifications are needed, we would then need to revisit those changes with the individual agencies.

If the CDRA is no longer inclined to use the CRA to incentivize the Lifetime Products expansion, the company will certainly locate its distribution center elsewhere.

SCHEDULE / TIME CONSTRAINTS

This CRA creation has been slowly moving forward, but we feel that things are now to a point that we can finalize all of the interlocal agreements, allowing Lifetime Products to move forward with their necessary land use approvals. A construction schedule has not yet been identified.

LIST OF ATTACHMENTS

- Interlocal Cooperation Agreement with Clearfield City
- Interlocal Cooperation Agreement with Davis County
- Interlocal Cooperation Agreement with North Davis Sewer District
- Interlocal Cooperation Agreement with Weber Basin Water Conservancy District
- Interlocal Cooperation Agreement with North Davis Fire District
- Interlocal Cooperation Agreement with Mosquito Abatement District

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **CLEARFIELD CITY**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), Davis School District (the "School District"), and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the City for the City to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the City to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the City's annual Tax Increment generated from the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the City. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the City, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the City from the Project Area.

8. **No Independent Duty.** The City shall be responsible to remit to the Agency only Tax Increment received by the County. The City shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the City on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to City:
Clearfield City
Attn: City Council
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of

eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this

Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: CLEARFIELD CITY

By: _____
Its: Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
Attorney for City

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____
Its: Chair

_____
Secretary

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A
to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of , 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **DAVIS COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, the County, Davis School District (the "School District"), and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the County for the County to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The County has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Participation Cap**. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than fifteen (15) years. In no case shall the total Tax Increment collected by the Agency exceed Four million two-hundred twenty two thousand two hundred seventy one dollars (**$4,227,271**).

5. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

6. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the County to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

7. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the annual Tax Increment generated from the Project Area (the "Agency's Share").

8. **County Administration Fee**. The Parties hereby agree that for each tax year during the tax increment collection period, the Agency shall transfer an amount equal to 5% of the County's tax increment portion for use by the County to cover costs associated with the ongoing administration and management of the Project Area (the "County Administrative Fee"). The Agency's transfer of the County Administrative Fee to the County each year shall occur no later than three months following the Agency's receipt of County Tax Increment from the Davis County Treasurer. The County Administrative Fee shall not be paid out of, or relate in any way to the 25% portion of the County's Tax Increment that is not paid to the Agency.

9. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.

10. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the County on an annual basis during each Increment Period for each Phase.

11. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

12. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

13. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to County:
Davis County
Attn: County Commission
61 South Main Street
Suite 301
Farmington UT 84025
Phone: (801) 451-3200

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

14. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

15. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

16. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine

and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

18. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

20. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

21. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

22. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

24. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

25. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

26. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

27. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: DAVIS COUNTY

Attest: By: _____

Its: Commission Chair

_____
County Recorder

Approved as to form:

_____
Attorney for County

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest: By: _____

Its: Chair

_____
Secretary

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A
to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"

To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **NORTH DAVIS SEWER DISTRICT**, a political subdivision of the State of Utah (the "Sewer District") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), Davis School District (the "School District"), and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the Sewer District for the Sewer District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Sewer District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Sewer District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the Sewer District to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the Sewer District's annual Tax Increment generated from the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the Sewer District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the Sewer District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the Sewer District from the Project Area.

8. **No Independent Duty.** The Sewer District shall be responsible to remit to the Agency only Tax Increment received by the County. The Sewer District shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the Sewer District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Sewer District:
North Davis Sewer District
Attn: Board of Trustees
4252 West 2200 South
Syracuse, UT 84075
Phone: (801) 825-0712

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of

eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this

Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Sewer District: NORTH DAVIS SEWER DISTRICT

By: _____
Its: Board President

Attest:

_____
Secretary

Approved as to form:

_____
Attorney for Sewer District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____
Its: Chair

_____
Secretary

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A

to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the "Water District") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), Davis School District (the "School District"), and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the Water District for the Water District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Water District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Water District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the Water District to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the Water District's annual Tax Increment generated from the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the Water District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the Water District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the Water District from the Project Area.

8. **No Independent Duty.** The Water District shall be responsible to remit to the Agency only Tax Increment received by the County. The Water District shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the Water District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Water District:
Weber Basin Water Conservancy District
Attn: Board of Trustees
2837 East Highway 193
Layton, UT 84041
Phone: (801) 771-1677

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of

eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this

Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Water District: WEBER BASIN WATER CONSERVANCY DISTRICT

By: _____
Its: Board President

Attest:

_____
Secretary

Approved as to form:

_____
Attorney for Water District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____

Its: Chair

_____
Secretary

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A

to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah (the "Fire District") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), Davis School District (the "School District"), and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the Fire District for the Fire District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Fire District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Fire District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the Fire District to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the Fire District's annual Tax Increment generated from the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the Fire District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the Fire District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the Fire District from the Project Area.

8. **No Independent Duty.** The Fire District shall be responsible to remit to the Agency only Tax Increment received by the County. The Fire District shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the Fire District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:
North Davis Fire District
Attn: Board of Trustees
381 North 3150 West
West Point, UT 84015
Phone: (801) 525-2850

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of

eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this

Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Fire District: NORTH DAVIS FIRE DISTRICT

By: _____
Its: Board President

Attest:

_____
Secretary

Approved as to form:

_____
Attorney for Fire District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____
Its: Chair

_____
Secretary

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A

to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **MOSQUITO ABATEMENT DISTRICT - DAVIS**, a political subdivision of the State of Utah (the "Water District") in contemplation of the following facts and circumstances:

A. **WHEREAS,** the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (**"UCA"**) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the **"Act"**), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS,** this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area (the "Project Area"), through the adoption of the Lifetime Products Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS,** the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS,** historically, the Project Area has generated a total of $74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), Davis School District (the "School District"), and other taxing entities; and

F. **WHEREAS,** upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately $425,338 per year; and

G. **WHEREAS,** the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS,** it is in the best interest of the citizens of the Mosquito District for the Mosquito District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS,** the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS,** the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Mosquito District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Mosquito District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be $5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the Mosquito District to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall de defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor's office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the Mosquito District's annual Tax Increment generated from the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the Mosquito District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the Mosquito District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the Mosquito District from the Project Area.

8. **No Independent Duty.** The Mosquito District shall be responsible to remit to the Agency only Tax Increment received by the County. The Mosquito District shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the Mosquito District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Mosquito District:
Mosquito Abatement District - Davis
Attn: Board of Trustees
85 North 600 West
Kaysville, UT 84037
Phone: (801) 544-3736

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity**. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of

eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this

Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Mosquito District: MOSQUITO ABATEMENT DISTRICT - DAVIS

By: _____
Its: Board President

Attest:

_____
Secretary

Approved as to form:

_____
Attorney for Mosquito District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____
Its: Chair

_____
Secretary

Approved as to form:

_____
Attorney for Agency

EXHIBIT "A

to
INTERLOCAL AGREEMENT

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget