CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
June 25, 2019 – POLICY SESSION

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

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

## 6:30 P.M. WORK SESSION

Discussion on the Award of Proposal for the FEMA Letter of Map Revision (LOMR) Project

Discussion on a Temporary Land Use Regulation for Motor Vehicle Sales

*(Any items not fully addressed prior to the Policy Session will be addressed in a Work Session immediately following the Policy Session)*

City Council Chambers
55 South State Street
Third Floor
Clearfield, Utah

## 7:00 P.M. POLICY SESSION

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| CALL TO ORDER: | Mayor Pro Tem Peterson |
| OPENING CEREMONY: | Councilmember Bush |
| APPROVAL OF MINUTES: | February 26, 2019 – Work Session |
| | May 7, 2019 – Joint Work Session |
| | May 28, 2019 Policy Session |
| | May 28, 2019 Work Session |
| | June 11, 2019 Policy Session |
| | June 11, 2019 Work Session |

***PUBLIC HEARING:***

1. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO THE FISCAL YEAR 2019 BUDGET

   BACKGROUND: Staff has identified expenditures necessary for City operations which were not included in its current budget. Rich Knapp, Finance Manager, has prepared the proposed amendments for the Fiscal Year 2019 budget. State law requires a public hearing before the City Council approves amendments to the City budget.

   RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

2. OPEN COMMENT PERIOD

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

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

Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

3. CONSIDER APPROVAL OF RESOLUTION 2019R-17 AUTHORIZING AMENDMENTS TO THE FISCAL YEAR 2019 (FY19) BUDGET

RECOMMENDATION: Approve Resolution 2019R-17 authorizing amendments to the Fiscal Year 2019 budget and authorize the Mayor's signature to any necessary documents.

4. CONSIDER APPROVAL OF ORDINANCE 2019-17 AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE UPDATING THE FEES FOR UTILITIES, BUSINESS LICENSE, POLICE, GRAMA, PLANNING AND ZONING, BUILDING PERMIT AND DEVELOPMENT, AND CODE ENFORCEMENT

BACKGROUND: The City's fees for municipal services were recently reviewed to ensure the fees adequately recovered the costs associated with providing municipal services. Staff is proposing amendments to the fees for utilities, business license, police, GRAMA, planning and zoning, building permit and development, and code enforcement.

RECOMMENDATION: Approve Ordinance 2019-17 amending the City's Consolidated Fee Schedule updating the fees for utilities, business license, police, GRAMA, planning and zoning, building permit and development, and code enforcement; and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE AUTUMN RIDGE PHASE 5 FINAL SUBDIVISION LOCATED AT APPROXIMATELY 875 WEST 200 NORTH (TINS: 12-019-0103 AND 12-019-0117)

BACKGROUND: Hamblin Investments is proposing to develop a 13-lot single family subdivision called Autumn Ridge Phase 5 located at approximately 875 West 200 North. The Planning Commission reviewed the plat at its meeting on June 5, 2019, and recommends its approval based on six conditions.

RECOMMENDATION: Approve the Final Subdivision Plat for the Autumn Ridge Phase 5 Final Subdivision located at approximately 875 West 200 North with the six conditions as recommended by the Planning Commission on June 5, 2019; and authorize the Mayor's signature to any necessary documents.

6. CONSIDER THE AWARD OF BID FOR THE 1045 SOUTH 1350 WEST STORM WATER IMPROVEMENT PROJECT

BACKGROUND: The City solicited bids for the 1045 South 1350 West Storm Water Improvement Project. The project consists of installing storm drain pipes and inlet boxes at the intersection of 1350 West 1045 South and approximately 95 feet west of the same intersection. The City received five bids and the lowest responsible bidder was NeZhoni Construction with the bid amount of $97,000. Staff is recommending contingency and engineering costs of $20,000 which would provide a total project cost of $117,000.

RECOMMENDATION: Approve the award of bid for the 1045 South 1350 West Storm Water Improvement Project to Nezhoni Construction for the bid amount of $97,000; approve funding

for the project bid amount with contingency and engineering costs of $20,000 for a total project cost of $117,000; and authorize the Mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF RESOLUTION 2019R-16 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) RELATING TO THE LIFETIME PRODUCTS CRA (COMMUNITY REINVESTMENT AREA)

BACKGROUND: On October 9, 2018, the Clearfield Community Development and Renewal Agency (CDRA) adopted by resolution an official Project Area Plan and Project Area Budget for the Lifetime Community Reinvestment Project Area (CRA). The CDRA has requested the City's participation as a taxing entity to enter into an Interlocal Agreement setting forth the terms for collecting the City's portion of tax increment. The funds will incentivize Lifetime Products to expand in Clearfield, which is anticipated to create approximately 150 jobs.

RECOMMENDATION: Approve Resolution 2019R-16 authorizing an Interlocal Agreement between the City and the CDRA relating to the Lifetime Products CRA and authorize the Mayor's signature to any necessary documents.

***COMMUNICATION ITEMS***:

Mayor's Report
City Councils' Reports
City Manager's Report
Staffs' Reports

*****ADJOURN AS THE CITY COUNCIL AND RECONVENE AS THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA)*****

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AGENDA

1. CONSIDER APPROVAL OF THE MINUTES FROM THE JUNE 11, 2019 POLICY SESSION

***PUBLIC HEARING:***

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO THE FISCAL YEAR 2019 BUDGET

BACKGROUND: Staff has identified expenditures necessary for CDRA operations which were not included in its current budget. Rich Knapp, Finance Manager, has prepared some proposed amendments for the 2019 fiscal year budget. State law requires a public hearing before the Board approves amendments to the CDRA budget.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

3. CONSIDER APPROVAL OF RESOLUTION 2019R-05 AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 BUDGET

RECOMMENDATION: Approve Resolution 2019R-05 authorizing an amendment to the fiscal year 2019 budget and authorize the Chair's signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2019R-04 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND OTHER TAXING ENTITIES REGARDING THE LIFETIME PRODUCTS CRA (COMMUNITY REINVESTMENT AREA)

BACKGROUND: On October 9, 2018, the Clearfield Community Development and Renewal Agency (CDRA) adopted by resolution an official Project Area Plan and Project Area Budget for the Lifetime Community Reinvestment Project Area. The CDRA desires to enter into these agreements with the taxing entities to receive a portion of property tax increment generated within the Lifetime Products Community Reinvestment Area (CRA). The funds will incentivize Lifetime Products to expand in Clearfield, which is anticipated to create approximately 150 jobs.

RECOMMENDATION: Approve Resolution 2019R-04 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Clearfield City, North Davis Fire District, Davis County, North Davis Sewer District, Weber Basin Water Conservancy District, and Mosquito Abatement District - Davis relating to the Lifetime Products CRA (Community Reinvestment Area) and authorize the Chair's signature to any necessary documents.

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

Dated this 20th 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:** Kamilla Schultz, P.E. Staff Engineer

**MEETING DATE:** June 25, 2019

**SUBJECT:** FEMA Letter of Map Revision (LOMR)

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## RECOMMENDED ACTION

Approve the award of proposal for the LOMR project to HCF Engineers for the amount of $16,880.00 and authorize the Mayor's signature to any necessary documents.

## DESCRIPTION / BACKGROUND

Two areas within the City are listed on the FEMA flood plain maps, but it is unclear when or how those designations were made. No explanation for these designations could be found in the records available and the City staff could find no historical evidence to support the designation of the floodplain areas. The City received proposals from three engineering firms for the FEMA Letter of Map Revision (LOMR) evaluation. These proposals were evaluated by City staff from both the community development and public works departments. Proposals were evaluated based on price, quality, experience, schedule and references. The scores were tabulated and City staff is recommending the award be granted to the highest scoring firm, HCF Civil Engineering. Once approval is granted they will perform the necessary surveys, and engineering evaluations then submit application to FEMA to request the areas be removed from the flood plain maps.

## CORRESPONDING POLICY PRIORITY (IES)

The corresponding policy priority is Improving Clearfield Livability and Economy. Removing the designations from the FEMA floodplain maps would provide relief for the residents from the financial burden of the flood insurance requirement. This will also relieve the City staff and property owners/developers from obligation to account for and implement potentially costly site improvements and additional engineering and approval costs in managing the floodplain requirements for construction.

## IMPACT

**a. FISCAL** $30,000.00 has been budgeted for the engineering evaluation.

**b. OPERATIONS / SERVICE DELIVERY**

If approval is granted by FEMA, homeowners within the currently designated floodplain will no longer have homes within floodplain and will not be required to carry floodplain insurance. In addition the City will no longer be required to evaluate construction or development activities in these areas as if they are within a floodplain. This will reduce the expense to both City and land owners.

**ALTERNATIVES**

City staff has worked with the State Flood Plain Manager to find any other alternative to the LOMR application, however it was determined this was the only option available. The alternative would be continuation of the land being considered floodplain and all requirements will remain in effect.

**SCHEDULE / TIME CONSTRAINTS**

The evaluation will take approximately 2-3 months and the FEMA review is estimated to take approximately 6-8 months. This is highly dependent on FEMA and is based on how long their review process takes. City staff anticipated approximately 1 year for the evaluation and review process.

**LIST OF ATTACHMENTS**

Composite evaluation scores and notes

# LOMR

FEMA Letter of Map Revision

The Request for proposals was opened with the following companies submitting proposals. The projects were evaluated by Clearfield City staff from Community Development and Public Works. Composite scores and comments are included.

## HCF Engineers **$16,880.00**

84
score

- Demonstrated that understood the full scope of the project and all steps necessary to complete the evaluation and FEMA process
- Appear to be a small firm specializing in this type of project. Experience of the team is very strong.
- Project cost is within budgeted allotment. They offered an alternative lower cost if the City provided survey. We will not be providing that work and prefer their surveyors do that work to ensure that all needed information is gathered. This did show a willingness to work with the City and a consciousness to the costs associated with the project.
- Past Experience/project and references were relevant.

## PEPG Engineering **$26,630.00**

79
score

- Appeared to have a good understanding of the context and project limits.
- Working with CEC Engineers, which may be a benefit in modeling and understanding the system limitations.
- The time frame was ambitious and didn't reflect the FEMA review and response time. As a result the time frame for actual approval or denial is likely to much longer and it was unclear if that was included in the total cost. It is assumed that they would expect revisions and responses to FEMA.
- Within budget, but is at the top end of the budget and would not allow much room for unexpected costs. The terms were not clear as to if it is time and materials or not to exceed.

## Gilson Engineering **$8,910.00**

***Lowest Bidder**

67
score

- It was clear that not a lot of effort was made in preparation of the proposal.
- It wasn't clear that they understood the scope of the project or the context of the review areas. As a result the price given is not likely to be the true cost.
- Past experience didn't really reflect similar projects
- Expectation that needed information would be provided by City Staff. We will not be able to provide that information due to the context of the project. This will likely increase the cost as well.

# STAFF REPORT

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

**FROM:** Brad McIlrath, Senior Planner

**MEETING DATE:** Tuesday, June 25, 2019

**SUBJECT:** Discussion of Motor Vehicle Sales in Clearfield City

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## STAFF RECOMMENDATION

Staff is recommending the adoption of an ordinance enacting a temporary land use regulation prohibiting the approval of applications for, development, erection, construction, reconstruction, installation, alteration, licensing, or relocation of any motor vehicle sales use on commercially zoned property throughout the City.

## DESCRIPTION / BACKGROUND

Motor Vehicle Sale is a conditional use in the C-2 (Commercial) Zone. This zone is predominantly located in the areas along State/Main Street north and south of the Downtown Clearfield Form-Based Code and along Antelope Drive. Main Street includes used auto dealerships on both side of the street, State Street has a few located south of 700 South and near 1000 East. The majority of these dealerships do not comply with current code standards for landscaping and design which has created a lack of aesthetic appeal for major commercial corridors in the City.

Given the number of existing sites in the City it is difficult to restrict relocation of these business as well as limit new business, who may not comply with all required standards. Additionally, staff has approved a motor vehicle sales lot in a warehouse behind and within the same building as an existing use. The cars are stored in space within the warehouse as well as spaces outside. Staff does not recommend that motor vehicle sales uses be located in warehouse locations, but without standards to prohibit that in the current code, the Planning Commission was required to grant approval because the site complied with current code standards. Additionally most car lots, with few exceptions, are on small lots less than a 1/3 acre and become eyesores given the lack of design that can be required.

## CORRESPONDING POLICY PRIORITY (IES)

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

Staff believes the adoption of an ordinance to address this issue is consistent with the City's overall goal of "Improving Clearfield's Image, Livability and Economy," as well as "Providing Quality Municipal Services," specifically tier 2, Zoning Ordinance Updates.

## LAND USE CONSTRAINTS

The establishment of new development standards for this type of use will apply to new dealerships, and will only apply to existing businesses that have major site changes.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 26, 2019

City Building
55 South State Street
Clearfield City, Utah

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|---|---|---|
| PRESIDING: | Mark Shepherd | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Nike Peterson | Councilmember |
| | Vern Phipps | Councilmember |
| | Tim Roper | Councilmember |
| | Karece Thompson | Councilmember |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Scott Hodge | Public Works Director |
| | Mark Baird | Deputy Public Works Director |
| | Eric Howes | Community Services Director |
| | Brad McIlrath | Senior Planner |
| | Rich Knapp | Finance Manager |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |

VISITORS: Ruth Jones

Mayor Shepherd called the meeting to order at 6:02 p.m.

DISCUSSION ON WASTE COLLECTION AND RECYCLING RATES

Rich Knapp, Finance Manager, explained Wasatch Integrated Waste Management District would be increasing the cost per trash can by $2 effective July 1, 2019. He noted the cost of the first can was currently $14.75 not $14.50 as reflected in his staff report so the increased amount per can would be $16.75 beginning in July. He mentioned the increase would help Wasatch Integrated cover the transfer station upgrade, its debt ratio, but mostly it was for the recycling upgrade. Mr. Knapp indicated the City had anticipated the rate increase and recycling upgrade from Wasatch Integrated would happen at about the same time so residents would not have a disruption in recycling services; however, the rates were increasing prior to the availability of recycling upgrades.

He reminded the Council that in July 2018 the City did not grant Waste Management its request to raise the per-can cost of recycling by 80 cents. Mr. Knapp pointed out the recycling contract

with Waste Management required at least 50 percent participation; however, it advised the City it would be willing to allow it to go below the 50 percent participation rate if it would pay the increased cost of 80 cents per can until the contract renewed in 2020. He commented 61 percent of the residents currently had a recycling can but he was not sure what the impact of the increased trash can fees along with the ability to opt out of recycling would do to the City's participation rates. Mr. Knapp reviewed the City's portion of tons recycled during 2018 which amounted to about five percent. There was a discussion about the amount of materials eligible for recycling, the fluctuation in the market value of various recycled products, the City's communication and messaging efforts with residents, and the various options available to the City and its residents concerning recycling and cost increases.

Mr. Knapp pointed out the City did not yet have anything in writing with Waste Management confirming it was willing to allow residents to opt out of the recycling program and any reduced participation percentage would not negatively impact the rate until the contract renewal in 2020. There was a philosophical discussion about whether or not the City should continue its recycling program; messaging would be a key component to help residents understand the changes in rates and services as well as educational about recycling; and, how to distribute the increased costs with the least amount of impact to the residents which would also be most sustainable for the City.

The consensus of the Council was to pass along the increased costs for trash and recycling to the residents beginning July 2019; and agree to pay Waste Management's increased cost of 80 cents per recycling can beginning in July rather than subsidizing costs until then so long as residents could opt out of the recycling program as previously offered. Mr. Knapp stated he was not certain that was the exact offer from Waste Management, but he would try to negotiate those terms.

DISCUSSION ON THE INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR MUNICIPAL ELECTION SERVICES

Nancy Dean, City Recorder, reported the City had successfully conducted its last two municipal elections by mail with the assistance of the Davis County Clerk's office. She mentioned the County had the resources and equipment necessary to continue to assist in administering the election by mail. She stated the Interlocal Agreement set out the terms and fees for that service. Ms. Dean pointed out the cost for services had gone up slightly and was mostly attributed to the return postage costs from the prior election years. She concluded the Interlocal Agreement would be considered at an upcoming policy session.

DISCUSSION ON AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR ANIMAL CONTROL SERVICES

Kelly Bennett, Police Chief, explained the City entered into an Interlocal Agreement with Davis County for Animal Control Services and amendment number three would update the rates for the upcoming year. He reviewed the 2018 County wide statistics for animal care and control services. He highlighted some of the County's goals for 2019 and justifications for increased costs which included:

- Opening the Animal Care Center seven days a week.
- Extending the shelter hours of operation from 10 a.m. to 6 p.m.
- Participation with the community through volunteer and foster programs.
- Increase communication of metrics with stakeholders (cities).
- Compliance with national standards.
- Address the continuing needs of the shelter related to its growth, role in the community, and potential capital projects.

Chief Bennett stated the City had 1,296 calls for service in 2018 and there were 15 citations issued. He explained the animal control officers were mainly working with residents to bring them into compliance with Code, rather than issuing citations. He reviewed the various types of calls initiated though the City's dispatch center in 2018 for animal care and control services. Chief Bennett mentioned the City's 2019 obligation to the County would be $112,334.61 for service calls, $3,141.50 for wild animal pick up, and $6,613.61 for capital projects so the total increase for the year would be $13,503.20.

JJ Allen, City Manager, commented many of the city managers, County Commissioner Elliott, and the shelter's manager met at the shelter and there was a discussion about exploring the option of the County taking over future financial responsibility of the animal care and control services. There was a discussion about the impacts any transition of responsibility would have on the City, County, or ordinance regulations related to animal care and control.

Chief Bennett pointed out the Interlocal Agreement was based on the 2019 calendar year so there would likely need to be a budget amendment for fiscal year 2019 (FY19) because the increased rates were not available during the City's budgeting process.

DISCUSSION ON THE CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) ONE-YEAR ACTION PLAN FOR PROGRAM YEAR JULY 1, 2019 TO JUNE 30, 2020

Brad McIlrath, Senior Planner, stated the staff report and the Community Development Block Grant drafted One-Year Action Plan for program year July 1, 2019 to June 30, 202 were included in the agenda packet. He asked if there were any questions about funding proposals or the City's participation for the coming year.

Councilmember Phipps indicated he found some editorial items that should be addressed and would send them to staff since he had forgotten his notes. Councilmember Peterson said she noticed a few edits as well, but desired to discuss with the group those policy related concerns she found in the document. She complimented the written report and felt it had evolved to include discussions from the prior years.

Councilmember Peterson referred the Council to page 34 of the drafted plan in the section on barriers to affordable housing. She expressed her opinion the second and third bullet points were coming from a planner's perspective and the Council had not yet adopted a policy or ordinance that reflected those policy statements. There was a discussion about the second bullet pointed paragraph of the barriers to affordable housing. Mr. McIlrath asked if it should be revised or removed from the plan. The consensus of the Council was to remove the entire paragraph

identified by the second bullet point. There was a discussion about the third bullet point which acknowledged the barrier to affordable housing but also expounded with narrative. The Council was in consensus the last two sentences of the third bullet point should be removed only leaving the first sentence which identified the barrier.

Mayor Shepherd mentioned the allocation of funds to Open Doors should be updated to reflect the additional funding of $2,500 as planned for the year. He pointed out the committee had not wanted to reduce the $10,000 award to Open Doors, but desired to add the $2,500 to it and instead reduce the allocation made to the Davis Community Learning Center. He mentioned it was time for policy session so any additional questions could be addressed once the Council reconvened following that meeting.

**Councilmember Bush moved to adjourn the work session and reconvene in policy session at 7:01 p.m., seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.**

The meeting reconvened at 8:25 p.m.

Mr. McIlrath asked if the desire of the Council was to increase the allocation to Open Doors by $2,500 to account for the application of the food pantry. There was a discussion about the needs of Open Doors, its application and benefit within the community. The consensus of the Council was to allocate $12,500 in total to Open Doors for the Circles and Food Pantry applications and adjust the allocation for the Davis Community Learning Center accordingly once the City knew what the actual CDBG award would be.

Councilmember Phipps confirmed there was a limit in the amount of funding that could be allocated towards service programs. Mayor Shepherd responded only fifteen percent of the total CDBG funding award could be allocated towards service programs. There was a discussion on the CDBG program and its funding.

Councilmember Peterson questioned if the City already had a parcel in mind for purchasing with the $70,000 pledge to purchase for a lot for a single family home. Mayor Shepherd answered a lot had not yet been decided upon but there were some that could be considered. There was a discussion regarding the possibilities of refurbishing homes or building a home on a lot which could improve areas of the community and potentially targeting both improvements in a given area if HUD allowed for it.

Councilmember Bush asked if there was a requirement to purchase a vacant lot or if the City could purchase a lot with a home that needed demolition. Mr. McIlrath responded he had updated the language of in the draft plan so it did not require it to be a vacant lot so there could be more flexibility. He commented perhaps improving certain areas of the City could be reviewed as the five year consolidated plan was updated. He also pointed out the administrative costs were higher in the draft plan to allow for creation of the five year consolidated plan.

DRAFT

Councilmember Peterson expressed her opinion the paragraph on page 34 of the document related to the City's Good Landlord Program was narrative but with a slant. Councilmember Phipps questioned if the City still had that program. He mentioned he had remembered his notes had referenced the Good Landlord Program but could not be more specific to those concerns without his notes and apologized for forgetting them. Councilmember Roper suggested the paragraph be reworded to point out the impediment to affordable housing rather than keeping it narrative in nature. Mr. McIlrath indicated once he reviewed the edits from Councilmember Phipps he could take a look at how to improve the paragraph related to the Good Landlord Program.

Councilmember Peterson expressed her concern the paragraph at the end of page 34 continued on to page 35 appeared to give the Council direction to follow rather than listing the things the Council had decided to do. She suggested the specific list would require General Plan updates which seemed premature. Mr. McIlrath mentioned he could rephrase the paragraph to identify the limitations, yet give more credit to what the City Council had done recently to overcome its barriers in addressing housing such as allowing the use of the R-1-6 zone for infill development. Councilmember Bush expressed his opinion that the Council had not limited types of housing. Councilmember Peterson explained she did not feel the paragraph should be reworked, it should be stricken and updated to address the actions the City had planned to remove or ameliorate the negative effects of public policies that served as barriers to affordable housing. Mr. McIlrath stated he would update the draft plan to better accentuate that point.

Councilmember Peterson pointed out on page 36 of the document there was a bulleted list of things the City planned to undertake to carry out the strategies outlined in the plan; however, she would like to provide staff recommendations on those items because some of them seemed unnecessary and there could be other things the City should take credit for that had not been included. Mr. McIlrath said he would appreciate any input and recognized it was currently in draft form to be revised as needed. Councilmember Bush commented the City had done more things to address housing affordability than the Legislature was mandating and asked that those items be included in its Moderate Income Housing Plan. Mayor Shepherd agreed.

**Councilmember Phipps moved to adjourn at 8:42 p.m., seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.**

DRAFT

CLEARFIELD CITY COUNCIL AND PLANNING COMMISSION
JOINT MEETING MINUTES
6:00 P.M. WORK SESSION
May 7, 2019

City Building
55 South State Street
Clearfield City, Utah

| | | |
|---|---|---|
| PRESIDING: | Mark Shepherd | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Nike Peterson | Councilmember |
| | Tim Roper | Councilmember |
| | Karece Thompson | Councilmember |
| PRESENT VIA TELEPHONE: | Vern Phipps | Councilmember |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Scott Hodge | Public Works Director |
| | Mark Baird | Public Works Deputy Director |
| | Adam Favero | Utility Superintendent |
| | Eric Howes | Community Services Director |
| | Spencer Brimley | Community Development Director |
| | Brad McIlrath | Senior Planner |
| | Nick Porter | Management Intern |
| | Rich Knapp | Finance Manager |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |

PLANNING COMMISSION MEMBERS: Brady Jugler – Chair, Brett McAllister, Kathryn Murray, JaCoby Marston, Nicole Bigelow, Robert Browning, David Bloomfield, Chris Ucardi

VISITORS: Beth Holbrook – UTA, Alex Beim – UTA, Olivia Jaramillo

Mayor Shepherd called the meeting to order at 6:03 p.m.

DISCUSSION ON UTAH TRANSIT AUTHORITY'S (UTA'S) OUTREACH INITIATIVE SERVICE CHOICES

Alex Beim, Utah Transit Authority (UTA), explained Service Choices was the community engagement and service planning process to help UTA prioritize the bus services needed for the future along the Wasatch Front. He stated UTA would be asking the public to prioritize how bus

service resources should be distributed; gathering the public's feedback through surveys, events, and community leader workshops; and, developing a bus network plan which incorporated the public's priorities from the engagement process. He reviewed the anticipated timeline for engagement, planning, and implementation.

Mr. Beim encouraged everyone to take the survey and stated it should take approximately five minutes but would only be available until the end of May 2019. He commented the transit service was asked to accomplish many goals; however, there were limited funds to accomplish its goals. He noted the goals could be sorted into two major categories either ridership or coverage. He pointed out the differences in goals. There was a discussion about balancing the needs of the transit service, phases of planning and implementation moving forward, and shifts that might be necessary to best utilize taxpayer dollars to accomplish the needed services.

Mr. Beim mentioned there were four key pieces UTA would consider when planning transit for ridership which included density, walkability, linearity, and proximity. He commented the considerations when planning transit for coverage included service for people with no transportation alternatives, responding to growth, and directly serving taxpayers. He reviewed the current network frequency in the northern, central and southern regions of the Wasatch Front.

Mr. Beim requested the Council share the survey with the community and encourage engagement. He noted UTA would be making efforts to reach out to the general public, community leaders, and elected officials from jurisdictions throughout its service area to encourage participation with the survey and reviewed some of the questions included with the survey. There was a discussion about UTA's services, connections, timing, and survey responses that could provide the optimal feedback. Mr. Beim indicated if an individual was affected by ridership or coverage in multiple areas then multiple surveys should be completed with responses based on the needs for the different areas.

Councilmember Thompson commented the community based feedback might be good, but wondered if analytical data would also be used for future planning. Mr. Beim responded anyone interested in reviewing the data collected for existing services could do so at rideuta.com/service-choices. Beth Holbrook, UTA Board Trustee, stated the data for service usage was being collected for what currently existed; but, community perspective would drive many of the choices for the future because land use was a huge factor in planning and decision making. She agreed good data was important to formulate good decisions. She noted some of the survey was speculative but obtaining perspectives on future growth would also be valuable information for UTA to use going forward.

Mr. Beim indicated all the feedback from data, elected officials, survey results, open house forums, and other means would be used when planning UTA's future services along the Wasatch Front. There was a discussion about UTA's survey, services, challenges in planning, as well as outreach and engagement with employers. Mayor Shepherd pointed out the survey was to help identify where the taxpayer dollars should be directed and to gain feedback on where services needed to be improved. He encouraged everyone to share the survey and encouraged all to take the survey while it was available.

DISCUSSION ON PLANNING COMMISSION AND CITY COUNCIL ROLES AND RESPONSIBILITIES

Mayor Shepherd indicated the Planning Commission and City Council served two different purposes; however, the goals of each body were similar with an interest in improving the City and making it a better place to live, work, and play. He mentioned there was a great selection of applicants the last time there were Planning Commission vacancies. He acknowledged the Council looked to the Planning Commission as an advisory board and on some matters was the City's land use authority. Mayor Shepherd noted other items were forwarded with a recommendation to the Council for a final decision. He acknowledged the Council tried not to override the decisions of the Planning Commission. He indicated working together, meeting jointly on occasion, and discussing shared vision were important as the City moved forward.

Mayor Shepherd mentioned the importance of reviewing the agenda packets in advance to be prepared for each meeting. He stated there were many decisions coming before the Planning Commission as the City's land use authority in the coming years that would affect the City for decades. He stressed the importance of working together and being thorough so important information was not missed that could negatively impact the City. Mayor Shepherd pointed out there was a recent project that could have been problematic with its parking stalls arrangement because details were missed and caught after the fact by staff. He acknowledged the project luckily needed a development agreement, so the corrections with the parking would be addressed through that process. He cautioned other developments might not have an opportunity for corrections; thus, watching the details carefully at each review was crucial.

Mayor Shepherd thanked the Planning Commission members for their willingness and desire to serve and work with the Council to move the City forward. Spencer Brimley, Community Development Director, expressed his opinion the Council and Planning Commission did a great job collaborating and working with staff and each other for the best interests of the City.

UPDATE AND DISCUSSION ON CITY LAND USE AND DEVELOPMENT PROJECTS

Spencer Brimley, Community Development Director, introduced his team which included Brad McIlrath, Senior Planner, and Nick Porter, Management Intern. He indicated the team would provide an update and status for the following City initiated projects:

- Form Based Code update – FFKR was the consultant and work was progressing.
- Active Transportation Plan – Wasatch Front Regional Council (WFRC) grant funding of $100,000 was awarded with a $10,000 contribution needed from the five participating cities (Clearfield – lead agency, Syracuse, West Point, Sunset, and Clinton) for the purpose of implementing an active transportation plan. The City's portion of the contribution was based on its population and would be $2,500.
- Moderate Income Housing Plan – staff was engaged in preparation for plan creation. The plan would need to be integrated into the General Plan as well as submitted to the State by the end of the year.
- General Plan Updates – the Fiscal Year 2020 budget proposed $75,000 to address the transportation and the land use element updates to the General Plan. There might be additional funding necessary; however, for now $75,000 was proposed to make the

necessary updates to the General Plan needed to incorporate the moderate income plan and address the Small Area or Neighborhood Plans.

- Billboard Amendments – proposed changes to the Code would be reviewed by the Planning Commission at its next meeting and then a recommendation would come to the Council. The amendments proposed would address buffering distances to protect residential areas.
- Conditional Use Permit Updates – research was underway to review the City Code relating to the conditional use permit standards to help with simplifying the language and providing a better administration process that was in-line with the State Code.

Councilmember Peterson asked what the timeframe was for the active transportation plan implementation. Mr. McIlrath responded the timeframe for the planning process would be about one year. He reported the funding would be available on July 1, 2019. He continued consultant selection would begin after funding was available and fall and spring would be planned for public input and feedback.

Councilmember Peterson thanked staff for its efforts in drafting a moderate income housing plan. She expressed her satisfaction with knowing the City was working on the project while other cities were still trying to figure out how to address the new legislation. There was a discussion about the legislation which listed components that would be necessary to include within the City's moderate income housing plan. JJ Allen, City Manager, clarified the City would need to choose four of the listed components in the new legislation rather than three because there was a transit station in the community. Mr. McIlrath added it appeared the future direction of the Legislature would be to support cities that had the moderate income housing plan in place with grant funding opportunities leaving other communities ineligible.

Councilmember Thompson expressed his opinion that education on housing affordability and its impacts would be an important component to share with the community when developing the moderate income housing plan. There was a discussion about market driven pricing, density, and the way the moderate income housing plan would assist with education and reflecting an accurate picture of the needs of the community.

Planning Commissioner Uccardi questioned if the General Plan updates would also include a review of the General Plan and zoning to make sure there were not any issues that could cause negative impacts to the City if left unaddressed. Mr. Brimley responded there might be some additional funding necessary to address any other unusual parcels that could have an impact and the timing would be good since General Plan updates and the moderate income housing plan were being reviewed. There was a discussion about the necessary components to support growth, the need for a holistic approach to planning and zoning, and property value shifts that could affect neighborhoods.

Mr. Brimley and Mr. McIlrath updated the Council and Planning Commissioners on the status of several development projects.

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*Bravada 193 / Sinclair Station (approx. 788 South 2000 East):*

Mr. Brimley indicated the Bravada 193 project was an eleven acre property, formerly known as the site for Midtown Village, which was subdivided into several parcels for a mixed use development. He pointed out there had been an issue discovered by staff with the parking; however, it had been addressed through the development agreement. He mentioned the development agreement was a requirement of the DR (Downtown Redevelopment) zone. There was a discussion on the development agreement negotiations and its concept in phasing the project to ensure the desired commercial development was realized.

*Clearfield Junction / Davis County Library (101 North Main):*

Mr. McIlrath stated the Clearfield Junction project would be a mixed use development with about 214 residential units, 20,000 square feet of ground floor commercial space, courtyard, and the future location of a Davis County Library. Mayor Shepherd indicated the library was early in the design stages, but anticipated the construction would begin in March 2020. Mr. Brimley stated there were many stakeholders in the project and staff would be working on vetting the necessary agreements for accesses and utilities. Planning Commissioner Jones asked what the plans were for the old library. There was a discussion about the proposed land swap, demolition of the existing library building, and the long term vision for the land to be developed as an amphitheater for the City. Mr. Allen pointed out the renewal of the PARAT tax funding would be critical for the development of the amphitheater because it would be a costly investment.

*Clearfield Station (approx. 1250 South State):*

Mr. Brimley reported a request for qualified proposals (RFQP) was recently released to the development community so see what interest there would be for developing the Clearfield Station site. Mr. Allen pointed out Utah Transit Authority (UTA) was the lead agency on the RFQP. Mr. Brimley noted staff would be involved with UTA representatives in reviewing and evaluating the proposals which was scheduled for the second week of June.

He indicated another component of the site's future included a pedestrian/bicycle trail that would begin at 700 South/SR 193 and go through the transit station south to Antelope Drive. He stated it would be a $1.6 million project that was available from grant funding obtained from Congestion Mitigation Air Quality (CMAQ) funds obtained through the WFRC. Mr. Brimley mentioned the grant funds were originally awarded to the City for a pedestrian bridge but due to the development of Americold the bridge never came to fruition; however, since the funding was still available the City would work to accomplish the newly proposed trail for a north/south connection.

*Trade Space (approx. 200 South Center Street):*

Mr. McIlrath stated the location was west of the bridge on Center Street and it was planned for office and warehouse space. He noted the language was specific so it could not be developed as a storage rental facility, but rather used for small business purposes.

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*Depot Crossing (723 South Depot Street):*

Mr. McIlrath commented the development was west of the Masonic Temple and would contain 31 townhome units and also a nearly 10,000 square foot two-story office building. He reported staff had been working with the developer to resolve issues with Utah Department of Transportation (UDOT) concerning accesses. He mentioned the City would like to have full access and have the three sites interconnected to improve emergency access; however, UDOT had some issues that would need to be addressed with the developer. He stated the developer was working towards final land use approvals.

Planning Commissioner Bigelow asked if there would be a traffic light installed at the location. Mr. McIlrath responded adding a light at that location would likely not be an option because UDOT required a 500-foot distance between traffic signals.

*Autumn Ridge Phase 5 (approx. 875 West 300 North)*:

Mr. McIlrath continued there were four phases of the Autumn Ridge Subdivision already approved and Phase 5 would be the final phase. He indicated it was proposed to have 13 single family lots to match the surrounding area which was in the R-1-Open zone. He stated the rezone and preliminary subdivision plat were recently approved and the developer was working to submit an application in June for final subdivision plat approvals.

*MODA Clearfield (approx. 180 South State Street)*:

Mr. McIlrath noted the developer requested a site plan and preliminary subdivision plat approval in September 2018. He explained the developers were moving forward again to begin the final development approval process. He reported the project included 41 townhomes and complied with the City's Form Based Code for the Town Residential (TR) zone.

Planning Commissioner Uccardi questioned if the developer would be subject to updates which were pending on the Form Based Code. Mr. McIlarth responded the developer would only be subject to the Code standards at the time of its approval; however, it would need to begin construction of the project within a year following land use approvals or it would be subject to the new standards and have to go through the site plan approval process again. There was a discussion on the deadlines for the project and whether or not the developer would complete the land use approvals within the timeframe allotted.

*City Plaza Apartments (approx. 452 and 530 South State Street):*

Mr. McIlarth stated the City Plaza Apartments project was located in the TR zone directly north of Chariot Auto on State Street. He commented the developer was planning to build two buildings one on the north and one on the south of the Dick Kearsley store for multi-family residential uses. He indicated the developer had applied to have a zoning text amendment to remove the step back required in the FBC, but it was denied. He noted currently the developer was working with the standards to move the project forward and the last concept plan proposed the fourth story be recessed, but have large decks that would extend the exterior area to the full

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length of the other building levels. Mr. McIlrath indicated the FBC did not address how the step back should look, so that might need to be something that was addressed in the updates. He continued it would also be important for the updates to consider if a step back was required for residential use buildings and or mixed use buildings which were more common cases in other cities.

*Mabey Place (approx. 442 and 435 South State Street):*

Spencer Brimley, stated the Mabey Place project was moving forward and there had been ongoing meetings with the developer to create the conceptual plan for the area; however, there had not been any land use applications received yet for any specific project. Mr. Allen pointed out the creation of a community reinvestment project area was running parallel with the development process and would be used as the tool to incentivize the development.

*Maverik (approx. 700 South and 1000 East):*

Mr. McIlrath noted the Maverik development located at about 700 South and 1000 East was moving forward but it had been stalled while the developer was working with UDOT to obtain its necessary approvals. He pointed out so far the developer had received final engineering approval, land use approvals, and would need to record the final subdivision plat with the County. Mr. Allen questioned if the approvals included a freeway oriented sign. Mr. McIlrath responded it did not, the plans showed the signage but the developer had not yet applied for the signage. He added the development would be within the distance that it could have a sign approved if the application were received.

Planning Commissioner Uccardi noted there was currently vegetation growing on the site. Mr. Brimley responded code enforcement officers were busy, but would take appropriate actions to ensure there was compliance on the site. There was a discussion about the sites development plans including fencing, retaining walls, and gas line relocation. Mr. McIlrath stated Dominion Energy was currently working on its lines along 700 South; however, once that work was completed it planned to move forward concurrently with the Maverik development. He commented there had not yet been any paperwork submitted for the building of the regulator station. Planning Commissioner Bloomfield indicated his understanding was the building was planned for development during the summertime because there would be a temporary gas shut off that would impact portions of the surrounding neighborhood.

Planning Commissioner Marston wondered if any of the other Maverik locations in the City would be closing. Mr. Brimley responded no, all locations would remain operational.

*Weaver Meadows (approx. 250 South Main Street):*

Mr. McIlarth stated the Weaver Meadows development was located on the east side of Hamblin Park. Mr. Brimley pointed out the developer had initially requested a rezone from R-1-8 (Residential) to R-3 (Multi-family Residential) which was denied, but with the recent General Plan changes allowing R-1-6 (Residential) zone development under circumstances, the developer was requesting it be rezoned from R-1-8 to R-1-6. Mr. McIlrath commented the current rezone

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request would be for the purpose of creating a single family residential development. He pointed out the lot sizes would be similar to the neighboring subdivision on the west side of the park.

*West Square (approx. 875 South Deport Street):*

Mr. Brimley reviewed the progress with the West Square development. He indicated building A was completed, building B was under construction, and permits were or should soon be issued on building C. He pointed out it was initially planned for apartments, but had been updated to condominiums.

*Syracuse City's Cemetery Expansion (approx. 700 South 1000 West):*

Mr. Brimley stated the parcel of land along 1000 West next to the Syracuse City cemetery was located in the City's boundaries but owned by Syracuse City. He noted staff met with Syracuse City officials and it was negotiated that a large portion of the land would be developed as single family residential with a small portion going to Syracuse City for its cemetery expansion. He reported there were no zoning changes requested yet on the property; however, staff would be working with Syracuse City and there should be items coming to the Planning Commission and City Council in the near future.

*Other:*

Mr. Brimley asked if there were any questions about any of the development projects. Councilmember Bush asked if Oakmont Townhomes were completed. Mr. Brimley responded yes and so was the Clearfield Business Park. Councilmember Bush questioned what development was going on east of Chris' Café on Antelope Drive. Mr. McIlrath answered a drive through window was desired so the site plan had to be amended and it would be reviewed by the Planning Commission at its meeting on May 8, 2019. He noted the development was called Clearfield Plaza Retail and there would be five unit spaces with a restaurant on each end and retail in between.

Mayor Shepherd commented South Clearfield Elementary was proposing to move its school building to the west in the area which was currently its parking lot. He noted the building would be two stories which would impact the City's future fireworks displays held on the fourth of July; however, it would not need to take any of the City's property as initially anticipated. Councilmember Bush commented the Bernard Fisher plaque would need to be moved to a new location.

Mr. Allen asked for an update about the retail development on Antelope Drive and 300 West. Mr. McIlrath indicated the JNH Subdivision would soon be recorded which had recently requested to combine three lots into one. He stated the developer was still seeking tenants for the site, so there had not been a concept plan or anything submitted to staff. He reviewed the proposed ideas for a gas station or drop-off laundry facility as well as other retail or flex office spaces. There was a discussion about the City's success and recognition received nationwide for being one of the top cities for small businesses.

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Planning Commissioner Bigelow questioned if Lifetime Products would be developing on the corner of 1000 West and SR193. Mayor Shepherd answered the Lifetime Products development would be east of 750 West. Mr. Allen explained Utility Trailer would need to vacate that area currently used for storing its trailers, so Lifetime Products could build its distribution facility. There was a discussion about the expansion of Utility Trailer planned to the west as well as the design standards it would need to meet.

*Messaging Strategy:*

Trevor Cahoon, Communications Coordinator, stated as the City moved forward it would be important to share a unified message about the City and its land uses and development decisions. He facilitated an exercise to help identify a messaging strategy and vision for the City. He encouraged the group not to get into tagline, color scheme, branding or marketing collateral discussions and requested they not hold back with responses.

*First round – Question: Who are we?*

- Small town big heart.
- A family oriented community. We have a small town feel, with big city convenience.
- A blue and white collar community with a wider range of the socioeconomic ladder than most cities. Sometimes judged by our range of residents without consideration to our growth and overall safety. A true team playing community.
- We are what Sunset wishes they could be.
- We are a blue collar, hard-working City full of residents trying to make their lives better.
- We are a working-class, manufacturing community.
- We are the leaders of the 84015.
- The city on the "hill."
- Hard working, industrious, families.
- We are a diverse group of people who believe that Clearfield is a great place to be.
- A safe community to live and play.
- A community of family.
- A group of people who provide services to people.
- We are an Air Force and manufacturing community and the gateway to other communities.
- We are a mixture of cultural people living together in a community.

There was a discussion about recurring themes. Mr. Cahoon shared nostalgic photos of City events, places and people. He questioned the group again "who are we" and the following responses were received:

- A phoenix rising from ashes.
- We believe the children are our future. Let them laugh and let them lead the way. Show them all the beauty they possess inside.
- A city of the everyday person. Diverse, thoughtful, and unified when the opportunity is present.
- A community of hard working, family loving people who serve each other.
- A diverse group of families and business coming together.

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- Quintessentially American City with a melting pot of backgrounds. We build the industries that drive America and support the mission of Hill.
- Destination City. People are drawn to us for what we offer (4th of July, Aquatic Center, and activities) and ultimately want to stay.
- A diverse, family-oriented City who embraces its heritage of industry, hard work and patriotism.
- Growing, changing, diverse group of hard working people.
- A group of people living in a particular geographic area doing things together and serving each other.
- People who are trying to accomplish coming together as a City.
- A community of people learning and playing together.
- Family, community pride, patriotic.
- Family, Freedom, Fun.

There was a discussion about the key elements found in the expressed ideas: family, patriotic, fun-loving, and serving. Mr. Cahoon asked them to answer the question again but think of what the group agreed upon that the answer would be; then, the following responses were read aloud:

- We are a diverse group of hard working family oriented people.
- We are a diverse, family oriented, industrious City. We are Clearfield.
- Diverse cultures building a place for family.
- We are diverse, hard-working, families that have a strong sense of service.
- Commercial, patriotic, family, home, family.
- Hard working, family oriented, fun loving people who are diverse and love to serve and help each other.
- We are a diverse community working together and serving each other.
- Our community, our family.
- Diverse, patriotic, hard-working, family.
- Hard working, family oriented community.
- We are a diverse family community that prioritizes service and hard work to blend with fun.
- Family, Fun, Love, Service, Hard-Working.
- A blue collar city of diverse family oriented citizens ready to serve play and unify.

Mr. Cahoon asked the question again and requested one word be written to summarize the City's identity; then the following responses were expressed to the group:

- Great
- Community
- Clearfield
- "Welcome Home"
- Diversity
- Diverse
- Diversed
- Hard-working
- Family

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- Diverservice
- Americana
- Striving
- Everyone

Mr. Cahoon thanked them for their time and acknowledged many of the shared ideas would be good brainstorming material. He pointed out many in the community would wonder why things were happening and hoped to find a unified message that the Planning Commission, Council and staff could share with those who had questions. He asked them to participate in another ballot style question and respond to the second round question.

*Second Round – Question: Why are we doing what we are doing?*

- To accommodate a changing community.
- Creating a place we can all enjoy.
- Making Clearfield an awesome place to live.
- Bring order to chaos.
- To improve the general quality of life for our residents and create a safer and more stable environment for positive community and economic growth or it seemed like a good idea at the time.
- Build on the past, to make the future better.
- We adapt or we die. We want this City to rise, renew, and grow. And when we grow, why would we fight for the run-down version of ourselves.
- To develop our vacant properties in a way that will use the land in the most efficient manner to help our existing and future residents to have the best quality of life possible.
- To provide housing and employment for the people who live in this diverse city.
- To improve the quality of life for all who live in Clearfield.
- For opportunity and growth for our citizens and city.
- Growth like tacos, are life. Institutions that don't keep pace with change fall behind and eventually fall.
- To keep our city competitive and growing so we will not die. We also want to fill urgent needs within our city.

There was a discussion about the key takeaways. Mr. Cahoon asked the group to again answer the question based on how the group expressed why the City was doing what it was doing.

- To provide our citizens with a high quality of life.
- To prepare and accommodate for the inevitable change of life.
- To broaden the base.
- To create a future for our City.
- To adapt to the needs of our growing community in an effort to improve the environment and quality of life for our residents.
- We love this City and want to see it renew and grow. We are worth the effort and investment.
- Improve.
- To adapt and improve.
- To control the direction we are going.

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- To accommodate a changing and growing community.
- To be better and do better.
- To make our City better.
- Improving where we live so we can grow for the future.
- Helping the residents grow.

There was a discussion about how the City was recently ranked eighteenth in the Nation as one of the top places for small business. Mr. Cahoon explained the exercise was to help identify who the City was and why it was doing what it was doing. He mentioned the messaging would be used to invite others to join the City attracting others so it would be important to find those who fit in with the culture of the community.

Councilmember Thompson left the meeting at 9:00 p.m.

There was a discussion about what happens to cities when things get ignored or struggle to find themselves. Mayor Shepherd reported he often heard others comment they wanted to follow Clearfield and do things in a similar fashion. There was a discussion about how Clearfield was leading the way in a big, bold manner rather than proceeding in a reactionary method with its development.

Mr. Cahoon indicated he would work on the communication items and report back to the group with ideas for unified messaging. He thanked the group for its participation and said he felt there was power in the team approach to vision and messaging for the City's future growth.

**Councilmember Peterson moved to adjourn the Joint City Council and Planning Commission work session and reconvene in the City Council work session at 9:07 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper and Thompson. Voting NO – None.**

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CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
May 28, 2019

City Building
55 South State Street
Clearfield City, Utah

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|---|---|---|
| PRESIDING: | Mark Shepherd | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Nike Peterson | Councilmember |
| | Vern Phipps | Councilmember |
| | Karece Thompson | Councilmember |
| EXCUSED: | Tim Roper | Councilmember |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Scott Hodge | Public Works Director |
| | Mark Baird | Public Works Deputy Director |
| | Adam Favero | Utility Specialist |
| | Eric Howes | Community Services Director |
| | Brad McIlrath | Senior Planner |
| | Nick Porter | Management Intern |
| | Rich Knapp | Finance Manager |
| | Lee Naylor | Accountant |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |
| EXCUSED: | Spencer Brimley | Community Development Director |

VISITORS: John Bates, Ethan Swank, Kyle Weaver, Bob Bercher, Bryce Thurgood

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

Mayor Shepherd informed the audience that if they would like to comment during the Public Hearing or Open Comment Period there were forms to fill out by the door.

Councilmember Peterson led the opening ceremonies.

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APPROVAL OF THE MINUTES FROM THE MAY 7, 2019 WORK SESSION AND THE MAY 14, 2019 POLICY SESSION

**Councilmember Bush moved to approve the minutes from the May 7, 2019 work session and the May 14, 2019 policy session; as written, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE REQUEST FOR A ZONING TEXT AMENDMENT TO AMEND CITY CODE § 11-15-8F BILLBOARD REGULATIONS

Nick Porter, Management Intern, explained a billboard was recently relocated to a commercially zoned property located at I-15 and 200 South adjacent to a single family residential neighborhood. He noted concerns were raised by residents that prompted the Council to direct staff to research standards that might protect residential areas from the impacts of billboards.

He stated the proposed amendments were the result of that study and review of other municipal codes and information provided by Scenic Utah as well as input received from the Council during its work session discussion on May 21, 2019. Mr. Porter reviewed the proposed amendments. He stated staff was asked to do research on light dispersion from billboards into residences. He reported no information was found; however, darksky.org had identified acceptable and unacceptable types of lighting for billboards to help limit the amount of light trespass. He stated staff recommended that the amended code include in the language that billboards must be lit from below with "dark sky" compatible lights or stipulate that billboards must be lit from below with a certain type of light.

Mayor Shepherd opened the public hearing at 7:05 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Peterson moved to close the public hearing at 7:06 p.m. seconded by Councilmember Phipps. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST TO REZONE PROPERTY LOCATED AT APPROXIMATELY 90 WEST 200 SOUTH (TIN: 12-020-0062) FROM R-1-8 (RESIDENTIAL) TO R-1-6 (RESIDENTIAL)

Brad McIlrath, Senior Planner, stated Kyle Weaver, applicant, requested a rezone of the property located at approximately 90 West 200 South from R-1-8 (Residential) to R-1-6 (Residential) in order to subdivide the property. He noted the previous request to rezone the property to R-3

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(Multi-family Residential) was denied by the City Council in July 2018 mostly due to increase density along the corridor. He explained since that decision, the General Plan was amended and now allowed the use of the R-1-6 zone for single family residential infill development. Mr. McIlrath reviewed the request, the current zoning maps and surrounding uses. He pointed out the lot sizes for the R-1-6 zone would be comparable to the adjacent Wedgewood Estates Subdivision. He commented the Planning Commission discussed the request at its meeting on May 8, 2019 and recommended approval.

Mayor Shepherd opened the public hearing at 7:07 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Bush moved to close the public hearing at 7:08 p.m. seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

OPEN COMMENT PERIOD

*Ethan Swank, resident,* was recognized by Mayor Shepherd for earning the rank of Eagle Scout with the Boy Scouts of America. He reported to the Council about his service project at Hamblin Park and thanked the City and Ben Frye for assistance in coordination of the project.

Mayor Shepherd commended him for his efforts. He said he had attended Mr. Swank's court of honor ceremony and presented him with a coin and certificate for the accomplishment. Mr. Swank thanked Mayor Shepherd for attending his court of honor.

Mayor Shepherd and the Council congratulated him and gathered for a group photo.

*John Bates, resident,* thanked Mayor Shepherd and the City for supporting the scouting program. He stated Ben Frye, Parks Superintendent, was terrific to work with and helpful in providing opportunities for various eagle projects. Mayor Shepherd indicated he was on a Board to come up with the leadership for the Davis and Weber County area so the scouting program would continue to function despite future changes in January when the Church of Jesus Christ of Latter-day Saints would remove itself from the program.

APPROVAL OF ORDINANCE 2019-16 AMENDING CITY CODE § 11-15-8F BILLBOARD REGULATIONS

Councilmember Peterson asked if the original recommendations from the Planning Commission could be administratively fine-tuned to add the wording about darksky.org recommendations or if it would need to be brought back to the Council for approval at a later date. Brad McIlrath, Senior Planner, responded the Planning Commission could add to the ordinance or it could be

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worked on administratively if there was direction from the Council. He expressed his concern that if the City did not have a clear standard in its Code it could be easily misinterpreted.

The Council discussed its desire for the Code to be more flexible rather than more specific about brands of lights or Dark Sky standards should the brands or organization discontinue in the future. Mr. McIlrath suggested when an application for billboards was received by the City it could be required to include a lighting schematic or something similar to a photometric site plan showing how the light would be distributed on the billboard. Councilmember Phipps commented when staff reviewed the standards and criteria of Dark Sky there was probably text that directed the definition of acceptable lighting such as fixtures that shield the light source to minimize glare and light trespass. He clarified the Council was not concerned about if the light pointed up or down, but about the amount of light trespass. The Council expressed trust in the ability of staff to write the Code based on what had been discussed. Mr. McIlrath stated it would be good to include language in the Code that spoke to the shielding of the light. There was a discussion about phrasing of the motion that would allow staff to amend the drafted ordinance language to include the lighting of billboards be consistent with the intent of darksky.org for light trespass.

**Councilmember Phipps moved to approve Ordinance 2019-16 amending City Code § 11-15-8f Billboard Regulations with the stipulation that the regulation was amended to include criteria consistent with the intent of Dark Sky for light trespass and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

APPROVAL OF ORDINANCE 2019-15 REZONING PROPERTY LOCATED AT APPROXIMATELY 90 WEST 200 SOUTH (TIN: 12-020-0062) FROM R-1-8 (RESIDENTIAL) TO R-1-6 (RESIDENTIAL)

**Councilmember Bush moved to approve Ordinance 2019-15 rezoning property located at approximately 90 West 200 South from R-1-8 (Residential) to R-1-6 (Residential) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

APPROVAL OF THE DEVELOPMENT AGREEMENT WITH BRAVADA 193, LLC, FOR THE DEVELOPMENT OF THE PROPERTY LOCATED IN THE VICINITY OF 788 SOUTH 2000 EAST (TIN: 09-419-0102)

Brad McIlrath, Senior Planner, stated the applicant requested and received a conditional use permit to construct a 328-unit apartment development in the vicinity of 788 South 2000 East. He mentioned the applicant intended to develop a mixed use project which included high density residential, commercial space, and tied in with a proposed convenience store on the corner of 700 South and 2000 East. He commented the property was rezoned from C-2 (Commercial) to D-R (Downtown Redevelopment) in August 2018. Mr. McIlrath indicated the applicant had requested modifications to the standards specifically for timing of the development related to the

commercial and residential so that along with parking requirements were addressed through the development agreement. He noted the Council had reviewed the drafted development agreement during its work session on May 21, 2019 which addressed the parking issues and the development phasing and asked if there were any questions.

The Council expressed its need for staff to make sure that the tandem parking did not outnumber the two- and three-bedroom units. Mr. McIlrath stated Buildings C and D had 47 tandem parking spaces and there would be at least 47 two- and three-bedroom units. He reviewed the development agreement with the Council regarding parking and the phasing of the project. He stated phasing in that way would bring in the commercial the City was looking for in that area as well as allow for residential development. Mayor Shepherd reiterated the City should get a commercial development at the same time as a residential development.

Councilmember Phipps expressed his personal philosophy that Clearfield as a community lent itself to permanent residents who were building the community as opposed to transient residents that are living in Clearfield until they could afford a down payment. He reiterated it was his approach when it came to approve high density housing. Councilmember Bush agreed.

**Councilmember Peterson moved to approve the development agreement with Bravada 193, LLC for the development of the property located in the vicinity of 788 South 2000 East subject to the completion of required land use and other agency requirements and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Peterson and Thompson and Mayor Shepherd. Voting NO – Councilmembers Phipps and Bush.** Councilmember Roper was not present for the vote.

APPROVAL OF THE AMENDED DEVELOPMENT AGREEMENT WITH HAMBLIN INVESTMENT GROUP, LLC FOR THE DEVELOPMENT OF KENSINGTON PLACE TOWNHOMES SUBDIVISION LOCATED AT 852 AND 880 SOUTH 550 EAST (TIN: 12-815-0001 AND 12-815-0002)

Brad McIlrath, Senior Planner, mentioned the Kensington Place Phase II Development Agreement was originally executed and recorded with the County on February 6, 2015. He stated the agreement outlined the specific development and design standards for the subdivision. He noted the Council recently approved an amendment to the subdivision plat for the expansion of the development to have six additional townhomes and a future office/storage space. Mr. McIlrath continued a condition of approval was for the developer to amend the original development agreement to include the additional space of the subdivision and record it in conjunction with the amended plat. He commented the Council had reviewed the draft agreement at its work session on May 21, 2019.

**Councilmember Thompson moved to approve the amended development agreement with Hamblin Investment Group, LLC for the development of Kensington Place townhomes subdivision located at 852 and 880 South 550 East (TIN: 12-815-0001 and 12-815-0002) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers**

**Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

COMMUNICATION ITEMS

***Mayor Shepherd***

1. Attended the City's Memorial Day flag ceremony on May 27, 2019. He thanked Eric Howes, Community Services Director for speaking at the last second when the speaker cancelled.
2. Thanked staff for its efforts with the Hamblin Park ribbon cutting ceremony on May 21, 2019. He recognized the park was named and dedicated in honor of the late and former mayor, Neldon Hamblin.
3. Reported attending a meeting with Open Doors. He indicated the group was preparing for the future without the Utah Food Bank resources. He noted Pastor Ron Brown was looking for a new location for the Hope Center and its pantry because the building was being renovated and would not be available much longer.
4. Working to find solutions on youth issues with BBRC and Open Doors.
5. Planned to speak at the Job Corp graduation ceremony on Thursday, May 30, 2019. He invited the Council to attend if available.
5. Intended and was invited to participate on a scouting committee with Davis and Weber counties to address new leadership and a redesign of the program.
6. Thanked Scott Hodge, Public Works Director, for his 40 plus years of service with the City. He mentioned Mr. Hodge had left his touch on the City by changing lives and changing the City for its good.
7. Reported the City provided a scholarship for $1,000 to Braden Watt at the Clearfield High School awards assembly on May 22, 2019, for his academic achievement, participation on the Youth Commission, and service provided to the City.
8. Announced he would be out of town Friday, May 31 – Monday, June 3, 2019.

***Councilmember Bush***

1. Attended the state transportation committee meeting on May 17, 2019. He learned more about some of the transportation issues facing the state including airports and other transportation statewide.
2. Enjoyed the Hamblin Park dedication.
3. Reported he was representing the North Davis Kiwanis Club at North Davis Junior High and many of the elementary schools to grant the Freedom Leadership Awards during upcoming ceremonies.
4. Attended the Fourth of July committee planning meetings.
5. Apologized for not being at the City's Memorial Day flag raising ceremony.

***Councilmember Peterson***

1. Expressed thanks to staff for the Hamblin Park dedication and Memorial Day flag raising event.
2. Acknowledged Scott Hodge was retiring and the meeting was his last City Council meeting. She thanked him for his forty plus years of working for the City.
3. Reported receiving comments from residents that their requests had received prompt responses.
4. Congratulated those students who would be graduating from Clearfield High School on Thursday, May 30, 2019.

***Councilmember Phipps***

1. Announced he would be out of town Wednesday, May 29 through Sunday, June 2, 2019.
2. Reiterated appreciation for Scott Hodge and his work done for the City. He wished him well in retirement.
3. Shared photos and information with the Council about the Wasatch Integrated facilities and its progressive waste management and recycling efforts.

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***Councilmember Thompson*** – nothing to report.

STAFF REPORTS

***JJ Allen, City Manager***
1. Invited Mayor Shepherd and the Council to attend the retirement party for Scott Hodge on Thursday, May 30, 2019. He commended Mr. Hodge was an example of quiet, firm, and steady leadership.
2. Wished Happy Birthday to Councilmember Peterson for her birthday celebrated on May 27, 2019.

***Summer Palmer, Assistant City Manager*** – invited the Council to attend a benefit meeting on Thursday, May 30, 2019 because there would be a change to the health insurance provider beginning July 1, 2019, so any interested in an update should be in attendance to learn more. Mayor Shepherd indicated it would be a passive enrollment; however, learning more about the benefits would be worth the time to attend.

***Nancy Dean, City Recorder*** – reviewed the Council's schedule:

- No meeting on June 4, 2019
- Policy Session on June 11, 2019
- Work Session on June 18, 2019
- Policy Session on June 25, 2019
- No meeting on July 2, 2019

Ms. Dean reminded those interested in running for City Council that the declaration period would begin on June 3, 2019 and there were three City Council seats open in the City's 2019 Municipal Election.

***Scott Hodge, Public Works Director*** – expressed his gratitude to be able to work for the City for 40 years. He said he had a great love for the community and many family members lived and worked in the City. He thanked the City Council and Mayor Shepherd for their support in accomplishing many of the great City projects. He stated many great people remained and would continue to move the work forward.

**Councilmember Bush moved to adjourn the policy session and reconvene in work session at 7:56 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

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CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
May 28, 2019

City Building
55 South State Street
Clearfield City, Utah

| | | |
|---|---|---|
| PRESIDING: | Mark Shepherd | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Nike Peterson | Councilmember |
| | Vern Phipps | Councilmember |
| | Karece Thompson | Councilmember |
| EXCUSED: | Tim Roper | Councilmember |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Scott Hodge | Public Works Director |
| | Mark Baird | Public Works Deputy Director |
| | Adam Favero | Utility Specialist |
| | Eric Howes | Community Services Director |
| | Brad McIlrath | Senior Planner |
| | Nick Porter | Management Intern |
| | Rich Knapp | Finance Manager |
| | Lee Naylor | Accountant |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |
| EXCUSED: | Spencer Brimley | Community Development Director |

VISITORS: Darrell Child – Olympus Insurance, Donovan Gilliland – Clearfield Junction

Mayor Shepherd called the meeting to order at 6:01 p.m.

UPDATE FROM THE CITY'S PROPERTY AND LIABILITY INSURANCE CARRIER OLYMPUS INSURANCE

Darrell Child, Olympus Insurance, discussed the scope and design of the City's property and liability insurance, how it was pertinent to elected officials, and some areas where the City might want to increase coverage in the future.

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He stated that the City had a comprehensive insurance program, designed to protect against property and liability risks. The property insurance program provided coverage for scheduled buildings, bridges, and equipment, which had a total value of $57,190,634.

He reviewed the liability insurance program which included:

- General Liability (City operations and facilities)
- Employee Benefits Liability
- Employment Practices Liability
- Law Enforcement Liability
- Management Liability / Public Officials Liability
- Automobile Liability (City vehicles and personal vehicles used for City business greater than personal limits)
- Cyber Liability

He stated the liability coverage specific to elected officials included elected and appointed officials and administrative staff as Named Insureds. Mr. Child pointed out the Management Liability / Public Officials policy provided coverage for any actual or alleged wrongful act, which included acts, errors, or omissions according to the terms of the policy.

Councilmember Bush asked if the City would be responsible if people were hurt at the City's parks and facilities. Mr. Child said it would fall under the General Liability coverage and would be covered. He explained events that residents were invited to also would be covered including the Fourth of July celebration. He noted additional premiums would be added if the event was extra hazardous such as demonstrated street racing.

Councilmember Phipps asked about a situation where a waterline broke and caused property damage. Mr. Child stated it was covered if the City was negligent. He said typically, cities were not legally responsible unless they had failed in the maintenance of the infrastructure or became aware of problem then did not address it.

Mayor Shepherd thanked him for coming to update the Council.

DISCUSSION ON THE AWARD OF BID FOR THE 1450 SOUTH STATE CHELEMES UTILITY IMPROVEMENT PROJECT

Mark Baird, Public Works Deputy Director, stated staff recommended awarding the contract for the 1450 South State Chelemes Utility Improvement Project to Nezhoni Construction for the amount of $587,571.36 and approving funding for the bid amount of $587,571.36 with contingency and engineering costs of $120,429 for a total project cost of $708,000.36. He reviewed the scope of the work with the Council.

Councilmember Peterson commented the bid was the second time Nezhoni Construction had been low bidder on a project with the City and asked about the experience of working with them on the last project. Eric Howes, Community Services Director, said it had been a good experience working with them so far. He reported Nezhoni Construction was consistent, careful,

and responsive. Mr. Baird stated he anticipated the contractors would get started on the project as soon as the contract was awarded.

DISCUSSION ON THE BUILDING MATERIALS AND COLORS FOR THE CLEARFIELD JUNCTION DEVELOPMENT LOCATED AT APPROXIMATELY 101 NORTH MAIN

Brad McIlrath, Senior Planner, welcomed Donovan Gillilard, developer of Clearfield Junction, to the meeting. He reviewed the previous renderings for the buildings and presented the new renderings. The Council discussed the colors and materials in the two new renderings and expressed appreciation to Mr. Gillard for working closely with the Davis County Library so the project would have a unified feel. The consensus of the Council was to approve either version and allow the developer to work with the design scheme of the library to create harmony amongst the development.

QUARTERLY COMMUNICATIONS UPDATE

Trevor Cahoon, Communications Coordinator, recapped Celebrate Clearfield Week events with the Council. He asked if there was feedback for next year. Councilmember Peterson expressed the need to have more dumpsters. The Council discussed cost effective ways to have more dumpsters and strategies to be able to get more garbage in the dumpsters. There was discussion on limiting the dumpster usage or defining that it was for green waste only. Summer Palmer, Assistant City Manager, suggested looking at the usage of vouchers and see if funds could be diverted to pay for additional dumpsters.

Councilmember Phipps expressed his opinion Take Pride in Clearfield Day had moved from an event to get the community working together into a personal cleanup day. Mayor Shepherd suggested the City have a neighborhood submit a project it would do and then the City could take a dumpster near the project. JJ Allen, City Manager, asked if the City should separate Take Pride in Clearfield Day from dumpster day. Mayor Shepherd responded it was worth consideration.

Mr. Cahoon reported on Everyone Matters Day and Police Outreach events and asked if any changes should be made. He said a ceremonial portion would be added to next year's Everyone Matters Day event. Mayor Shepherd commented people noticed diversity during the event, but next year it could be brought to the forefront and highlighted that the community was diverse.

Mr. Cahoon updated the Council on the communications calendar for June and July.

June

- Weekly Search the City
- Bi-weekly Clearfield Record Break Events
- Football Campaign
- Fourth of July Marketing Campaign
- Movie in the Park promotion
    - June 13, 20, 27 and July 3 at Fisher Park
- Summer family Pass for the Aquatic Center

July

- Football Onboarding Campaign
- Begin Website Audit
- Begin Activity Guide for Fall
- Pop Up Block Parties

**Councilmember Thompson moved to adjourn the work session and reconvene in policy session at 6:57 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

The meeting reconvened at 8:02 p.m.

Mr. Cahoon reviewed the Fourth of July marketing efforts. He said there would be more video ads on social media and YouTube rather than published ads. He reported the entire length of the Center Street Bridge would be painted with large stars on June 26, 2019.

Mr. Cahoon shared the tentative Block Party locations and dates.

- July 31—625 W 475 N Culs-De-Sac
- Aug 7—1975 S Cul-De-Sac
- Aug 14—Parkway Drive
- Aug 21—1425 W and 1375 W Culs-De-Sac

He asked if there were any objections to the dates or locations. He mentioned there was $2,400 for the block party kit in the budget which would be available for rent for other block parties. He added the communications team would knock on doors two weeks before the event in each neighborhood, inform residents about dates and times for road closures, and invite them to participate in the party. Mr. Cahoon continued block parties would start around 7 p.m. and last about an hour but residents could linger longer.

He reviewed the communications staffing and the various roles. He explained the City was hiring for a communications assistant which position should be filled and on board by July 1, 2019.

Councilmember Bush asked what the dates were for the movies in the park. Mr. Cahoon indicated the dates were June 13, 20, 27 and July 3, 2019, and each would be held at Fisher Park. He reported he would have the detailed list for Fourth of July events to send out soon.

The Council and Staff discussed ideas for City messaging. The Council had a desire to create an inclusive environment with a tagline. Mr. Cahoon reviewed the following list of ideas from the communications team:

- Make it Yours
- Looks Like Home
- Come Stay Awhile

- A Place to Call Home
- A Home When You Need It
- A Place to Belong
- Ready for Take Off
- Building on the Past
- Become More
- Unleash Your Potential
- The Cinderella City
- Serve. Create. Live.
- Live. Work. Stay.
- Making Things Better

There was a discussion and the Council asked Mr. Cahoon to remove the following ideas from consideration:

- Looks Like Home
- Serve. Create. Live.
- Unleash Your Potential
- Become More
- A Place to Call Home
- Ready for Take Off

There was a discussion about having focus groups to get feedback on the branding ideas. Mr. Cahoon explained the process for branding would take a while and there would be time to work on ideas and incorporate the thoughts generated during the current discussion and during the exercise with the Council and Planning Commission during its joint meeting on May 7, 2019.

**Councilmember Thompson moved to adjourn at 8:54 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, and Thompson. Voting NO – None.** Councilmember Roper was not present for the vote.

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CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
June 11, 2019

City Building
55 South State Street
Clearfield City, Utah

| | | |
|---|---|---|
| PRESIDING: | Mark Shepherd | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Nike Peterson | Councilmember |
| | Tim Roper | Councilmember |
| | Karece Thompson | Councilmember |
| EXCUSED: | Vern Phipps | Councilmember |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Devin Rogers | Police Assistant Chief |
| | Brody Warren | Police Lieutenant |
| | Blake Whitehead | Police Officer |
| | Nia Hale | Police Officer |
| | Mark Baird | Interim Public Works Director |
| | Adam Favero | Utility Superintendent |
| | Eric Howes | Community Services Director |
| | Curtis Dickson | Community Services Deputy Dir. |
| | Spencer Brimley | Community Development Director |
| | Rich Knapp | Finance Manager |
| | Lee Naylor | Accountant |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |

VISITORS: Michael Rolow, Leroy Loomis, Sheadon Loomis, Brooklyn Loomis, Kristi Bush, Kathryn Murray, Chris Uccardi, Devin Prouty, Jaden Rosencrans, Ruth Jones, Tyler Watkins, Lutz North – Clearfield Job Corps, Scott Pattison – Clearfield Job Corps

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

Mayor Shepherd informed the audience that if they would like to comment during the Public Hearing or Open Comment Period there were forms to fill out by the door.

Councilmember Thompson led the opening ceremonies.

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APPROVAL OF THE MINUTES FROM THE MAY 21, 2019 WORK SESSION

**Councilmember Bush moved to approve the minutes from the May 21, 2019 work session; as written, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

PRESENTATION TO SHEADON MCKAY LOOMIS AND BROOKLYN PAUL LOOMIS FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT

Mayor Shepherd invited Sheadon McKay Loomis and Brooklyn Paul Loomis who had recently completed the requirements to receive the rank of Eagle Scout to tell the Council about their Eagle Scout projects. Sheadon Loomis stated his project was adding wood chips at the City's parks. Brooklyn Loomis mentioned he helped put signs up along the City's trails and walking paths. Mayor Shepherd encouraged the boys to continue involvement with service in government. Sheadon and Brooklyn were presented with a certificate and BSA medallion to acknowledge their achievements. Mayor Shepherd also presented their mom with the City coin for her efforts in helping her boys.

PRESENTATION BY CLEARFIELD JOB CORPS OF ITS COMMUNITY SUPPORTER OF THE YEAR AWARD TO OFFICER BLAKE WHITEHEAD

Lutz North and Scott Pattison, Clearfield Job Corps, presented Officer Blake Whitehead with an award for being the Job Corps Community Supporter of the Year. Mr. Pattison expressed his appreciation for the City and its support. He stated Clearfield Job Corps held an annual awards ceremony of excellence and several staff and students nominated Officer Blake Whitehead of the Clearfield Police Department to receive the 2019 Community Supporter of the Year award. Officer Whitehead was presented with a certificate and a gift bag for his overall excellence in performing his police duties at Clearfield Job Corps. Mr. Pattison thanked Officer Whitehead and recognized him for his efforts.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FISCAL YEAR 2020 BUDGET

Rich Knapp, Finance Manager, stated Utah Code required cities to hold a public hearing regarding adoption of the upcoming fiscal year budget. He mentioned staff prepared and submitted to the Council a fiscally responsible and sustainable tentative budget for fiscal year 2020 (FY20) which would begin July 1, 2019 and ends June 30, 2020. He described the budget process and pointed out the tentative budget was adopted on May 14, 2019. Mr. Knapp mentioned the changes to the budget since the tentative budget was adopted were discussed during work session earlier in the evening.

He reviewed main sources of the City's revenues and expenditures. He highlighted the following major changes in the FY20 budget:

- Increased sales tax revenue projection – $250,000

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- Increased energy tax revenue projection – $250,000
- Set the increase to health insurance premiums of  with a 7.5 percent increase
- Added a Victim Housing Advocate – grant funded
- Added a Community Resource Officer – half grant funded
- Added a part-time Planning Tech
- Added a part-time Digital Media Specialist
- Added a temporary position to revamp the City's website

Mr. Knapp pointed out the following major projects were being funded in the FY20 budget:

- Street surface treatment – $400,000
- Street reconstruction projects – $915,000
- Cemetery expansion Phase 1 – $250,000
- Steed Park refurbishment and addition of pickleball courts – $350,000 (PARAT tax revenue funded)
- Renovation for several parks' restrooms and pavilions
- Improved irrigation and irrigation control
- Water, Sewer, Storm and Garbage capital projects – $8 million

He indicated the FY20 budget included revenues and transfers in the governmental funds of $19,317,560; operating expenditures and transfers out of $17,091,771; capital expenditures of $4,288,531, which left a decrease in available cash of $2,062,742. Mr. Knapp reported the decrease in available cash was planned to spend down the General Fund reserves to accomplish one-time capital projects. He highlighted the budget summary of the Enterprise Funds which included Water, Sewer, Storm Water and Garbage revenues, expenses, and changes in available cash. He pointed out $8 million from the Enterprise Funds would be spent on capital expenditures in FY20.

Mr. Knapp expressed appreciation to staff and the Council for all the time and effort involved in the budget process. Mayor Shepherd thanked Mr. Knapp and all staff involved with the budget's preparation.

Mayor Shepherd opened the public hearing at 7:16 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Roper moved to close the public hearing at 7:17 p.m. seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.**
Councilmember Phipps was not present for the vote.

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PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON PROPOSED TRANSFERS OF RESOURCES FROM THE ENTERPRISE FUNDS TO THE GENERAL FUND FOR WATER USED BY THE CITY'S GENERAL OPERATION AND THE COST OF PROVIDING SERVICES NECESSARY FOR THE FUNDS TO OPERATE IN THE FISCAL YEAR 2020 BUDGET

Rich Knapp, Finance Manager, indicated the City's Fiscal Year 2020 (FY20) budget included transfers from the Enterprise Funds to the General Fund. He explained one of the transfers recognized the water used by the City's general operations for which the City's water fund was not compensated and staff proposed for a transfer of $105,000. He noted other transfers compensated the General Fund for the cost of providing services necessary for the funds to operate. Mr. Knapp reviewed the transfers proposed: $155,197 from the Utility Admin Fund, $362,415 from the Water Fund, $362,220 from the Sewer Fund, $235,413 from the Storm Water Fund and $51,520 from the Solid Waste Fund.

Mayor Shepherd opened the public hearing at 7:18 p.m.

Mayor Shepherd asked for public comments.

There were no public comments.

**Councilmember Bush moved to close the public hearing at 7:19 p.m. seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

OPEN COMMENT PERIOD

There were no public comments.

APPROVAL OF RESOLUTION 2019R-14 SETTING THE TAX RATE FOR ALL REAL AND PERSONAL PROPERTY IN CLEARFIELD AT 0.001437 FOR FISCAL YEAR 2020

Rich Knapp, Finance Manager, stated Davis County published the total evaluation and certified tax rate. He reported the City's average home value increased about 12 percent to $236,000. He noted the differences between last year's and the current year's certified tax rate. Mr. Knapp indicated staff proposed the City adopt the rate set by the County of 0.001437 as its certified tax rate.

Councilmember Bush commented it was great the City would not have to increase its property tax rate.

**Councilmember Bush moved to approve Resolution 2019R-14 setting the tax rate for all real and personal property in Clearfield at 0.001437 for Fiscal Year 2020 and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush,**

**Peterson, Roper, and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

APPROVAL OF RESOLUTION 2019R-15 ADOPTING THE FISCAL YEAR 2020 BUDGET

Councilmember Thompson commented there was synergy around trying to create home ownership in the City. He suggested next year he would like to explore opportunities to assist in incentivizing first time home buyers and find ways to increase sustainability so home buyers could continue to meet increasing debt demands. He felt CDBG funding could be instrumental in these efforts and if criteria for funding assistance were strengthened there would not be so much worry about home buyers defaulting on loans. He proposed as the City looked towards growth it could recognize the needs of multiple generations especially as it distributed the CDBG funds in next year's budget.

Mayor Shepherd expressed appreciation for the comments and indicated the City had run a Down Payment Assistance Program in the past with CDBG funding and found success with few defaults, but it was hard to predict how things would be in the current housing market.

Councilmember Thompson shared research with the Council about single family home building patterns over the years. He expressed his opinion the City had a steady history of single family home building, yet it was important to keep in mind with new growth opportunities there were a variety of home ownership options.

**Councilmember Peterson moved to approve Resolution 2019R-15 adopting the Fiscal Year 2020 budget and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

APPROVAL OF THE AWARD OF BID FOR THE 1450 SOUTH STATE CHELEMES UTILITY IMPROVEMENT PROJECT

Mark Baird, Interim Public Works Director, stated the City solicited bids for the 1450 South State Chelemes Utility Improvement Project. He reviewed the project which would replace an undersized storm drain line, a section of the 16-inch concrete asbestos water line, and an 8-inch sewer line with a 12-inch sewer line. He noted the City received three bids and the lowest responsible bidder was NeZhoni Construction with the bid amount of $587,571.36. Mr. Baird indicated staff was recommending award of bid plus contingency and engineering costs of $120,429 for a total project cost of $708,000.36.

**Councilmember Roper moved to approve the award of bid for the 1450 South State Chelemes Utility Improvement Project to NeZhoni Construction for the amount of $587,571.36; approve funding for the project bid amount with contingency and engineering costs of $120,429 for a total project cost of $708,000.36; and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion**

**carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

COMMUNICATION ITEMS

***Mayor Shepherd***

1. Spoke at Boys State earlier in the day.
2. Attended the 2019 Utah Military Ball on June 8, 2019.
3. Spoke at the Job Corp graduation held on May 30, 2019.
4. Attended another Library Committee meeting.
5. Met with the Davis Fund for Economic Development.

***Councilmember Bush*** reported he had represented the North Davis Kiwanis Club at Holt and South Clearfield on May 29, 2019, as well as Doxey, Wasatch, and Antelope Elementary Schools on May 31, 2019 to grant the Hope of America Awards during the ceremonies for sixth graders of the City.

***Councilmember Peterson*** expressed thanks to those involved with preparations for the City's upcoming Fourth of July celebration and for the time and effort involved with the budget preparation.

***Councilmember Roper***

1. Expressed his appreciation for David Nelson who had served in the at large board position on the North Davis Fire District (NDFD) Administrative Board. He explained the at large position would no longer be part of the board because of the restructuring since the board would be represented only by elected officials going forward; however, there would be recognition of Mr. Nelson at the next NDFD board meeting.
2. Attended the Davis Area Chamber Legislative Affairs Committee meeting to begin discussion on issues for the upcoming legislative season. He reported participating on the military and transportation committees.

***Councilmember Thompson***

1. Expressed appreciation to the department heads and the finance team for their efforts with the City's budget preparation.
2. Cautioned the general public to drive safely.
3. Planned to attend the Board meeting for the Mosquito Abatement District – Davis County on June 13, 2019.
4. Encouraged participation with voting in the upcoming municipal election.

STAFF REPORTS

***JJ Allen, City Manager***

1. Reported sending out the monthly report.
2. Thanked staff for all the efforts with the budget preparation.

***Nancy Dean, City Recorder*** –reviewed the Council's schedule:

- Work Session on June 18, 2019
- Work and Policy Session on June 25, 2019
- No meeting on July 2, 2019
- Policy Session on July 9, 2019
- Work Session on July 16, 2019
- Policy Session on July 25, 2019

DRAFT

Ms. Dean indicated the candidate declaration period closed on Friday, June 7, 2019, and there were initially eleven candidates but one had withdrawn earlier in the day. She reported the City would hold a primary election on Tuesday, August 13, 2019. She mentioned the City was conducting its election by-mail and residents should begin to see ballots by the end of July. She encouraged the residents to vote. She commented candidate orientation meeting would be held on June 12, 2019 at 6:00 p.m. and department heads and all those candidates running for City Council positions were invited to attend.

Mayor Shepherd pointed out many of the cities countywide had a significant increase in individuals declaring candidacy. He requested those from the audience that were running in the 2019 municipal election to stand and be recognized. Ms. Dean thanked the candidates for attending.

There being no further business to come before the Council, **Councilmember Thompson moved to adjourn as the City Council and reconvene as the CDRA in work session at 7:39 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Roper, Peterson and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

***The minutes for the CDRA are in a separate location***

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:45 P.M. WORK SESSION
June 11, 2019

City Building
55 South State Street
Clearfield City, Utah

| | | |
|---|---|---|
| PRESIDING: | Mark Shepherd | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Nike Peterson | Councilmember |
| | Tim Roper | Councilmember |
| | Karece Thompson | Councilmember |
| EXCUSED: | Vern Phipps | Councilmember |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Mark Baird | Interim Public Works Director |
| | Adam Favero | Utility Superintendent |
| | Eric Howes | Community Services Director |
| | Spencer Brimley | Community Development Director |
| | Rich Knapp | Finance Manager |
| | Lee Naylor | Accountant |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |

VISITORS: Chris Uccardi, Devin Prouty, Jaden Rosencrans, Michael Rolow, Ruth Jones, Tyler Watkins

Mayor Shepherd called the meeting to order at 6:45 p.m.

DISCUSSION ON THE FISCAL YEAR 2020 BUDGET

Rich Knapp, Finance Manager, pointed out there were a few changes to the budget since the tentative budget was adopted on May 14, 2019. He reviewed the changes to the revenues and expenditures.

*Revenues:*

- Property tax was increased to match the certified revenues - $100,297
- Enterprise indirect cost allocation was increased - $101,632
- Sewer charges increased - $85,000

- Sewer interest earning increased - $10,000

Mr. Knapp stated the Sewer Fund had a very tight budget but thought it would not create any issues. He expressed his opinion that it would be worth conducting a more in-depth review of the Sewer Fund and other Enterprise Funds in the near future.

Expenditures:

- Health insurance premiums went up 7.5 percent for a total increase of $110,000. The tentative budget was decreased $142,600 because it was initially anticipated to be a 22 percent increase of premiums.
- General Plan updates expense line item was increased $20,000 for a total budget of $95,000.
- The Utah League of Cities and Town increased its fee so an additional $571 was budgeted for that expense.
- Public meeting expense was initially at $3,500 but increased so the new budgeted expense would be $7,000.
- Development incentive for the Clearfield Station Apartments would roll over $63,000 from the FY19 to the FY20 CDRA budget.
- Setup new office space for the legal division was added of $25,000.
- Found and removed a duplicate part-time street position which reduced the expenses by $22,000.
- Increased the property and liability insurance costs by $13,200.

Councilmember Peterson questioned if the public meeting expense had been accounted in the past with contingency funds, and clarified moving the $3,500 from contingency would just be a better way to recognize the use of those funds. She added it was not necessarily a proposed increase but a more transparent recognition of what was already being spent. JJ Allen, City Manager, responded the public meeting expense line item was over spent in the FY19 budget. Mr. Knapp added the overall Mayor and Council budget was not over budget, just the public meeting expenditures; therefore, the increase was proposed to the line item if the Council desired to continue using the funds as it had done in the past. Councilmember Peterson confirmed staff needed a better way to account for the use of those funds.

Councilmember Peterson expressed her surprise that the Clearfield Station Apartments had any development incentive still associated with its project because occupancy had been in place for a while. Mr. Allen explained when the CDRA entered into its development agreement to move the project forward it committed to a tax increment incentive. He reported the next step of entering the agreement for the tax increment incentive was not taken previously because it was presumed the project area was dormant. He noted once staff learned the County had triggered Tranche 1 of the Clearfield Station Community Development Area (CDA), it became necessary to complete the agreement for the tax increment incentive. He stated staff was still working on the details of the tax increment financing participation agreement and it would be coming before the CDRA Board for its consideration soon. He noted it would reimburse the developer for the costs associated with public infrastructure improvements incurred with the project.

DRAFT

Mr. Knapp reviewed the City's measures of security and sustainability. He pointed out the available General Fund cash by the end of FY20 was budgeted at 19.2 percent of revenues and it had $462,000 above two months of operating expenditures. He indicated the General Fund ongoing revenues and expenditures were $413,000 above the breakeven point which was much better than anticipated in the tentative FY20 budget.

**Councilmember Bush moved to adjourn the work session and reconvene in policy session at 6:51 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – None.** Councilmember Phipps was not present for the vote.

DRAFT

# STAFF REPORT

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

**From:** Rich Knapp, Finance Manager

**Meeting Date:** June 25, 2019 – Policy Session

**Subject:** Fiscal Year 2019 Proposed Budget Amendments

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## 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.

The attached is a draft list that was discussed during the work session on June 18, 2019. As we continue to finish up FY-19, this list might be added to before the policy session.

## Corresponding Policy Priorities

## Fiscal Impact

The proposed General Fund amendments net use of unrestricted fund balance total $99,000. This would bring the total budgeted use of reserves/available cash for FY19 to $1,600,755.

## 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 |
| Buildings | 104161 | 631006 | Contracted Services | 26,000 | Janitorial Services- new contract | Fund Balance | 26,000 |
| **CDRA** | | | | | | | |
| EDA #3 | 204623 | 645004 | Developer Increments | 144,600 | Increment came in higher than budget | EDA #3 Increment | 144,600 |

# CLEARFIELD CITY RESOLUTION 2019R-17

**A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2019 (FY19) BUDGET AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN**

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

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

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

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

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the amendments to the Clearfield City budget beginning July 1, 2018 and ending June 30, 2019 (FY19) as set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference, are hereby authorized and approved.

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

Passed and adopted at the Clearfield City Council meeting held on Tuesday, June 25, 2019.

ATTEST

_____
Nancy R. Dean, City Recorder

CLEARFIELD CITY CORPORATION

_____
Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

# STAFF REPORT

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

**FROM:** Staff

**MEETING DATE:** June 25, 2019

**SUBJECT:** Amendments to the Consolidated Fee Schedule

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## RECOMMENDED ACTION

Consider approval of the amendments to the Consolidated Fee Schedule.

## DESCRIPTION / BACKGROUND

Staff is proposing updates to the City's Consolidated Fee Schedule. The amendments were discussed during work session on June 18, 2019. The attached draft of the Consolidated Fee Schedule includes the following proposed amendments from staff as well as the edits recommended during the work session meeting.

*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*

As proposed in work session on June 18, 2019, language was updated to provide clarification on the vehicle restoration permit and an extension permit.

*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

# CLEARFIELD CITY ORDINANCE 2019-17

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

**PREAMBLE:** Ordinance 2008-06 enacted a consolidated fee schedule for utilities, recreation, licensing, permits, impact fees, building rental, etc. for Clearfield City Corporation. The Ordinance makes amendments to fees for Utilities, Business License, Police, GRAMA, Planning and Zoning, Building Permit and Development, and Code Enforcement.

**BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:**

**Section 1. Enactment:** Title 2, Chapter 5 of the Clearfield City Code is hereby amended to read as follows:

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

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

Dated this 25th day of June 2019, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

_____
Mark R. Shepherd, Mayor

ATTEST

_____
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

# 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 | when applicable |
| **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 |

**Alarms**

| | |
|---|---|
| Failing to have a responsible person respond on alarm | $25.00 |
| False Alarms per quarter of a calender year outside of a 24 hr period | |
| (A) Third alarm | $50.00 |
| (B) Fourth alarm | $75.00 |
| ( C ) Fifth alarm | $100.00 |

**Registration Fee**

| | | |
|---|---|---|
| Sex Offender | Yearly Registration | $25.00 |
| 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 |
| Maps (copied or scanned) | |
| 8 1/2" X 11" (color) | $2.50 each |

| | |
|---|---|
| 11" X 17" (color) | $5.00 each |
| 18" X 24" (color) | $25.00 each |
| 24" X 36" (color) | $30.00 each |
| 36" X 44" (color) | $35.00 each |
| custom | $10.00 per sq ft with $10.00 minimum |

| | |
|---|---|
| ~~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 should, at a minimum, cover administrative and direct costs incurred as determined by the Community Development Director.

**General - Building valuation:**

| | |
|---|---|
| From $1 to $500 | $23.50 |
| From $501 to $2,000 | $23.50 plus $3.05 each additional $100 or fraction thereof |
| From $2,001 to $25,000 | $69.25 plus $14.00 each additional $1,000 or fraction thereof |
| From $25,001 to $50,000 | $391.75 plus $10.10 each additional $1,000 or fraction thereof |
| From $50,001 to $100,000 | $643.75 plus $7.00 each additional $1,000 or fraction thereof |
| From $100,001 to $500,000 | $993.75 plus $5.60 each additional $1,000 or fraction thereof |
| From $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

| | | |
|---|---|---|
| Vehicle Restoration Permit (Not to exceed six (6) consecutive months) | $25.00 | |
| Vehicle Restoration Permit Extension (One (1) six-month extension) | $50.00 | |
| Violation Penalty | | Subject to 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:** Mayor Shepherd and City Council Members

**FROM:** Brad McIlrath, Senior Planner

**MEETING DATE:** Tuesday, June 25, 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).**

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## STAFF RECOMMENDATION

Staff recommends that the Clearfield City Council **approve as conditioned, FSP 1905-0004,** the final subdivision plat for the Autumn Ridge Phase 5 subdivision.

## PLANNING COMMISSION RECOMMENDATION

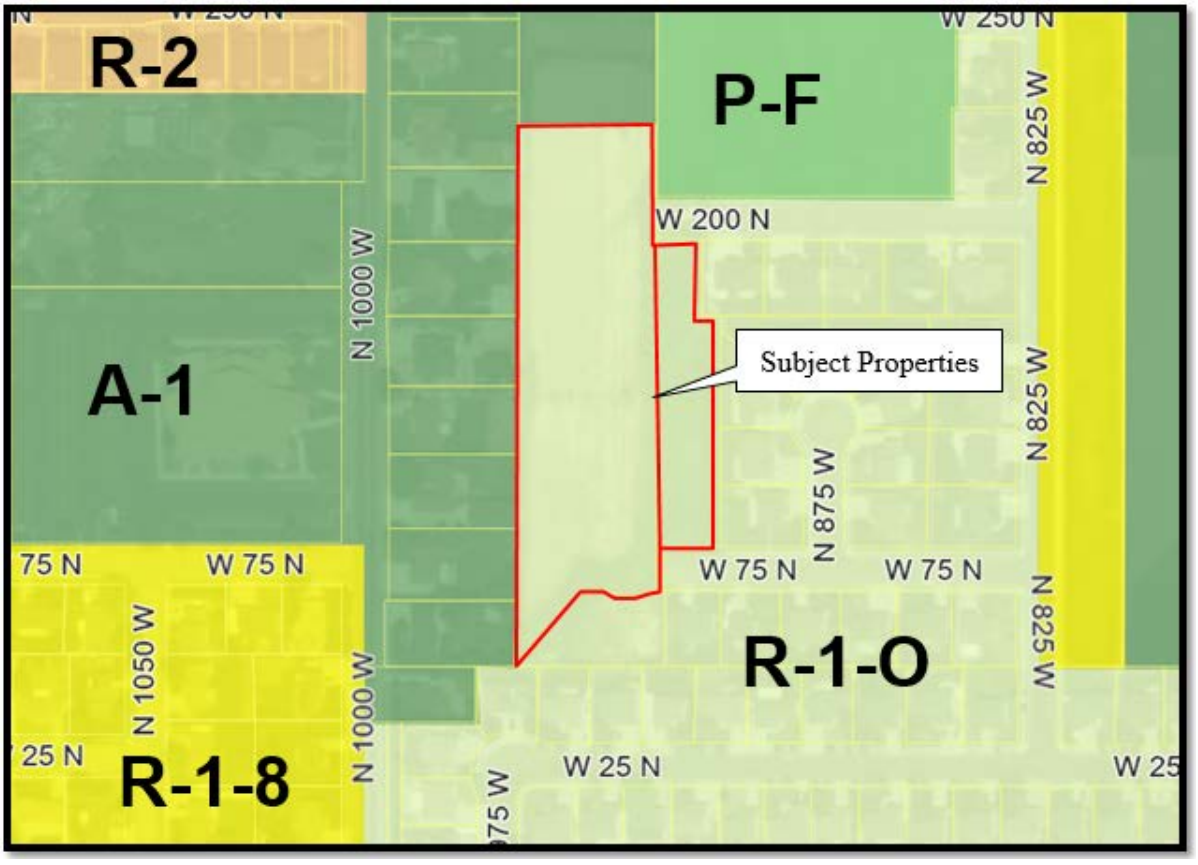
On June 5, 2019, the Clearfield City Planning Commission forwarded a recommendation of approval for **FSP 1905-0004**, a final subdivision plat request by Hamblin Investments for a 13-Lot single-family subdivision (Autumn Ridge Phase 5) for the properties located at approximately 875 West 200 North (TIN: 12-019-0103 & 12-019-0117).

## 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 & ANALYSIS**

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.

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**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 Zone - 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. |

**CORRESPONDING POLICY PRIORITY (IES)**

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

This development corresponds with this policy priority by providing *beautification* of an undeveloped part of the City and improvement of a polluted and underutilized detention basin. With compliance to ordinance standards, this development will provide additional open space, pedestrian connections, and public streets that will improve the livability of this area.

**FISCAL IMPACT**

As required by the Subdivision Ordinance (Section 12-9-2 Escrow Account and/or Surety Bond), an escrow or bond in the amount of 110% of the estimated costs of the public improvements is required to be executed prior to recording of the final plat. The purpose of the account it to assure construction of the required public improvements within two (2) years for the date of the final approval, without cost to the City, which includes costs due to inflation. If the developer fails to install the public improvements then the City can use the funds to construct the improvements.

Following the completion of the improvements, the funds are held for a one (1) year warranty period to guaranteed compliance with City standards. Upon file inspection and acceptance of the improvements by the City, the funds are released back to the developer.

## SCHEDULE / TIME CONSTRAINTS

According to Section 12-8-2 of the Subdivision Ordinance, "After receiving recommendations from the Planning Commission, the City Council must act upon the final plat within thirty (30) days, unless an extension of time is agreed upon by all parties concerned." "Failure to act upon the final plat in that time period will be considered approval of the final plat."

## LIST OF ATTACHMENTS

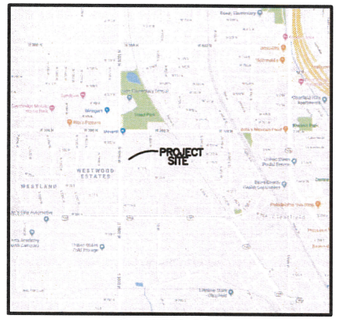
1. Subdivision Plat
2. Subdivision Improvement Drawings
3. Engineering Review Letter dated 23 May 2019
4. North Davis Fire District Review Letter dated 23 May 2019

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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.

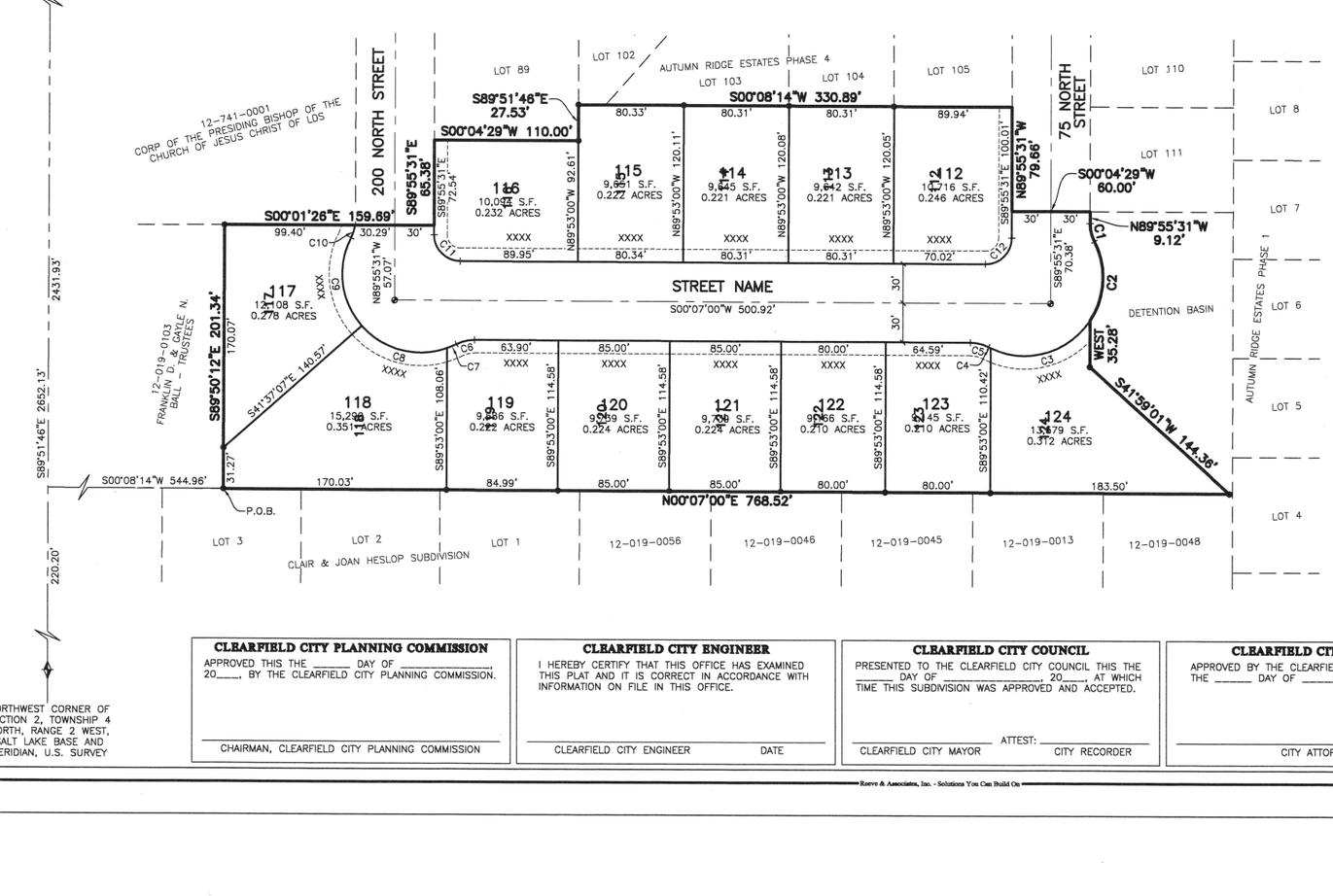
## CURVE TABLE

| # | 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.

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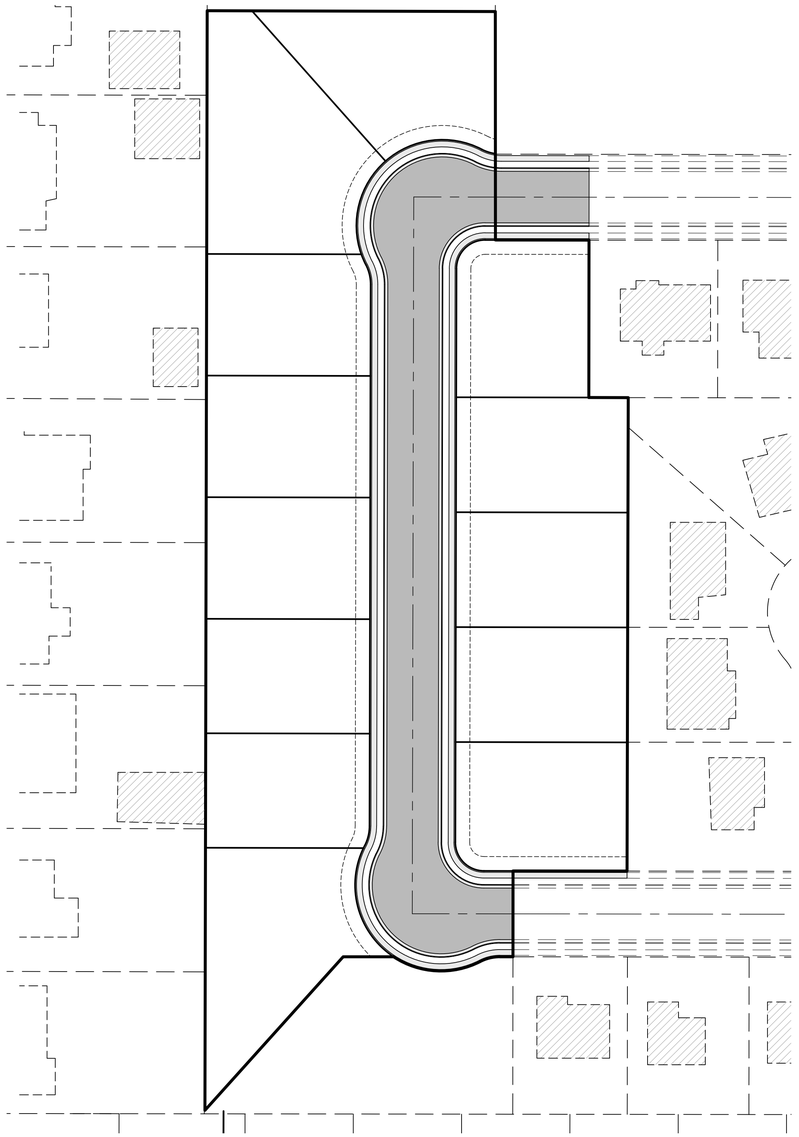
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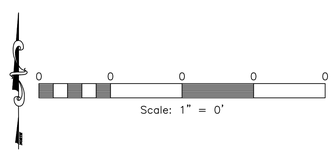
## Project Narrative/Notes/Revisions

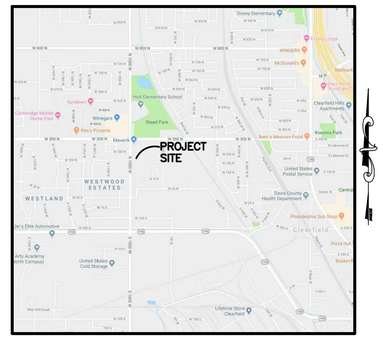
1. 05/08/19 JM – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

# 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.

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## 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.

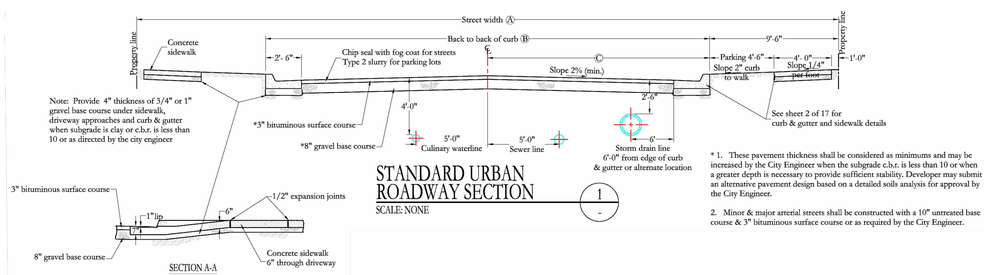
THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR 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

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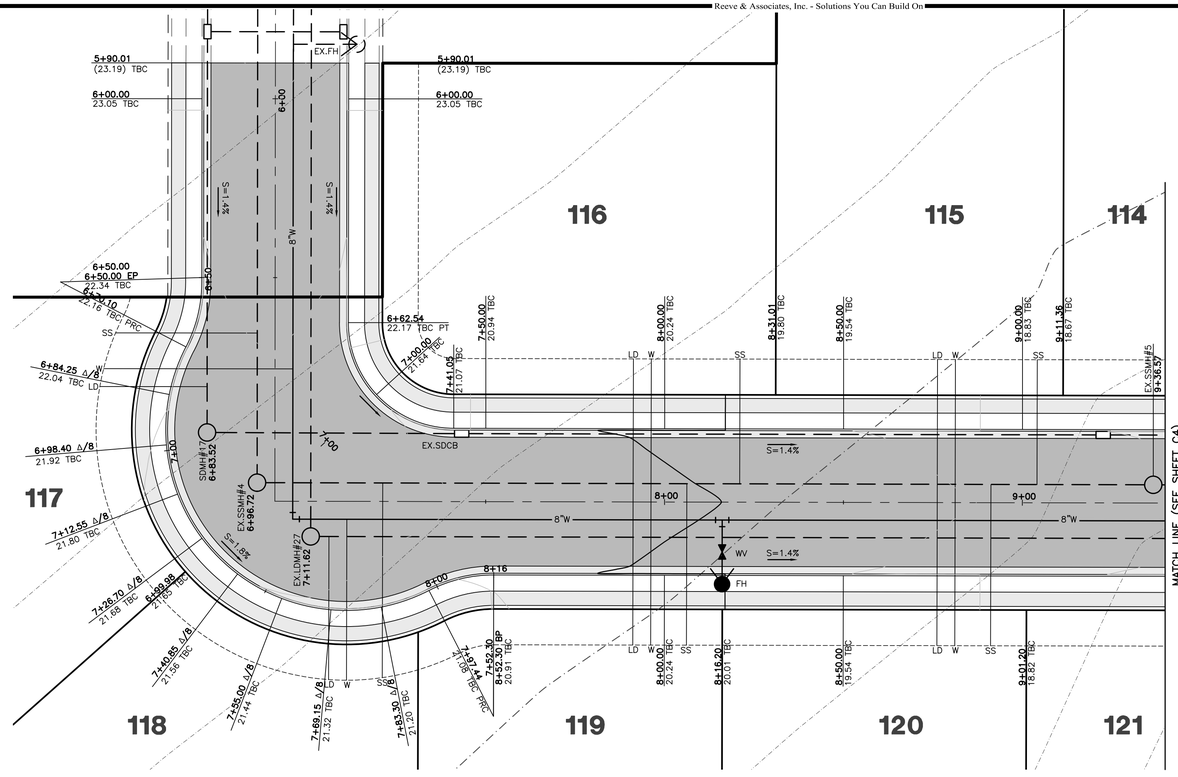
## Construction Notes:

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

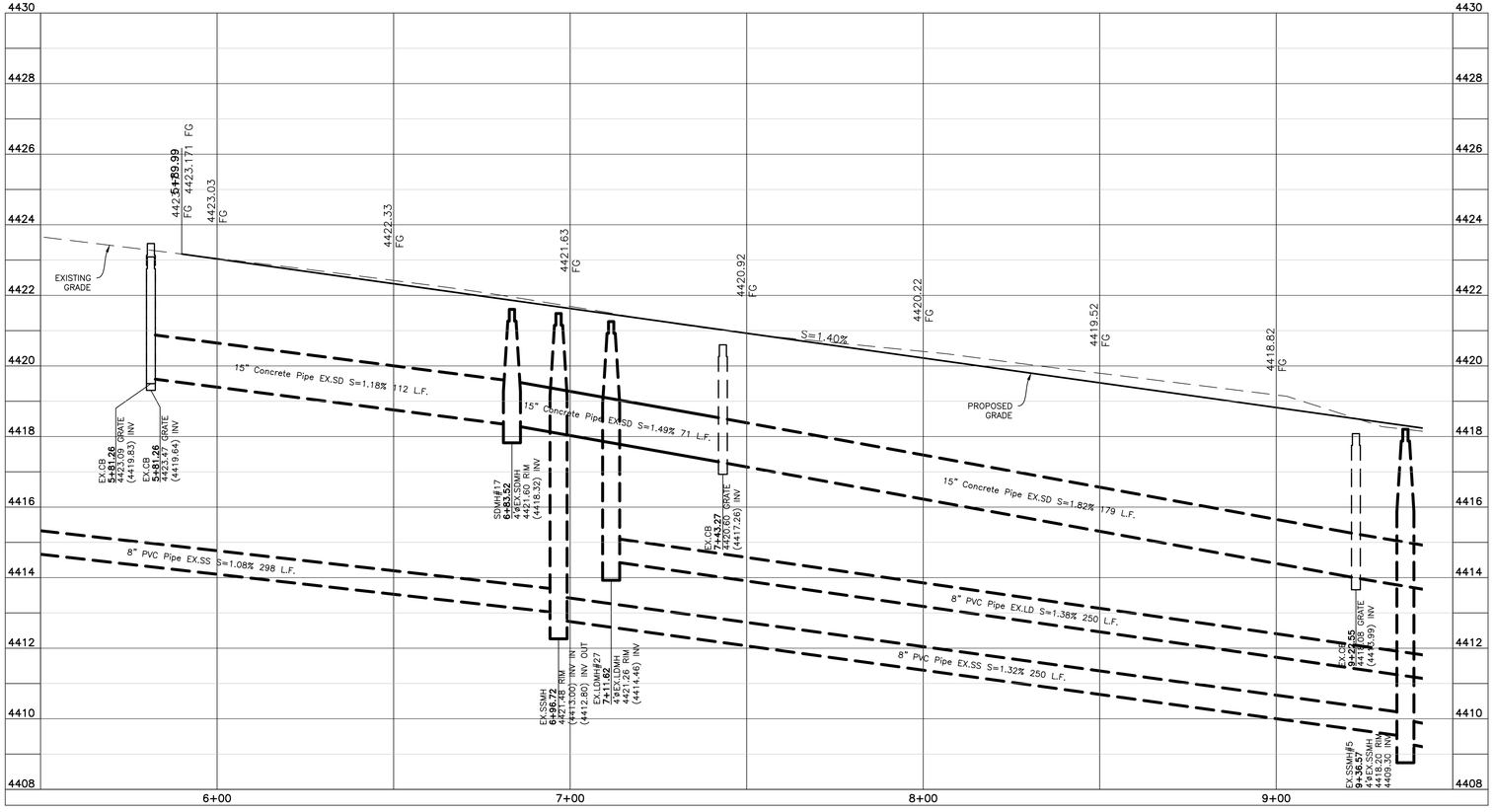
SANITARY SEWER
SS – 4" PVC SDR 35

LAND DRAIN
LD – 4" PVC SDR 35




**Street A**

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




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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

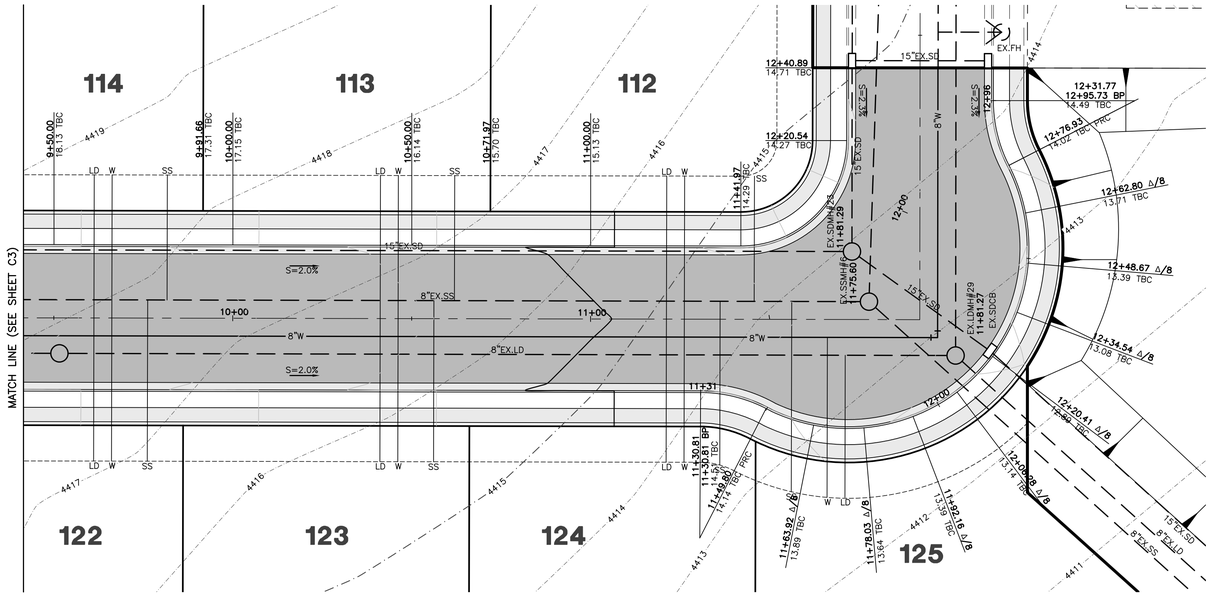
Sheet 3 of 7 Sheets

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

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## Street A

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




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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

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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

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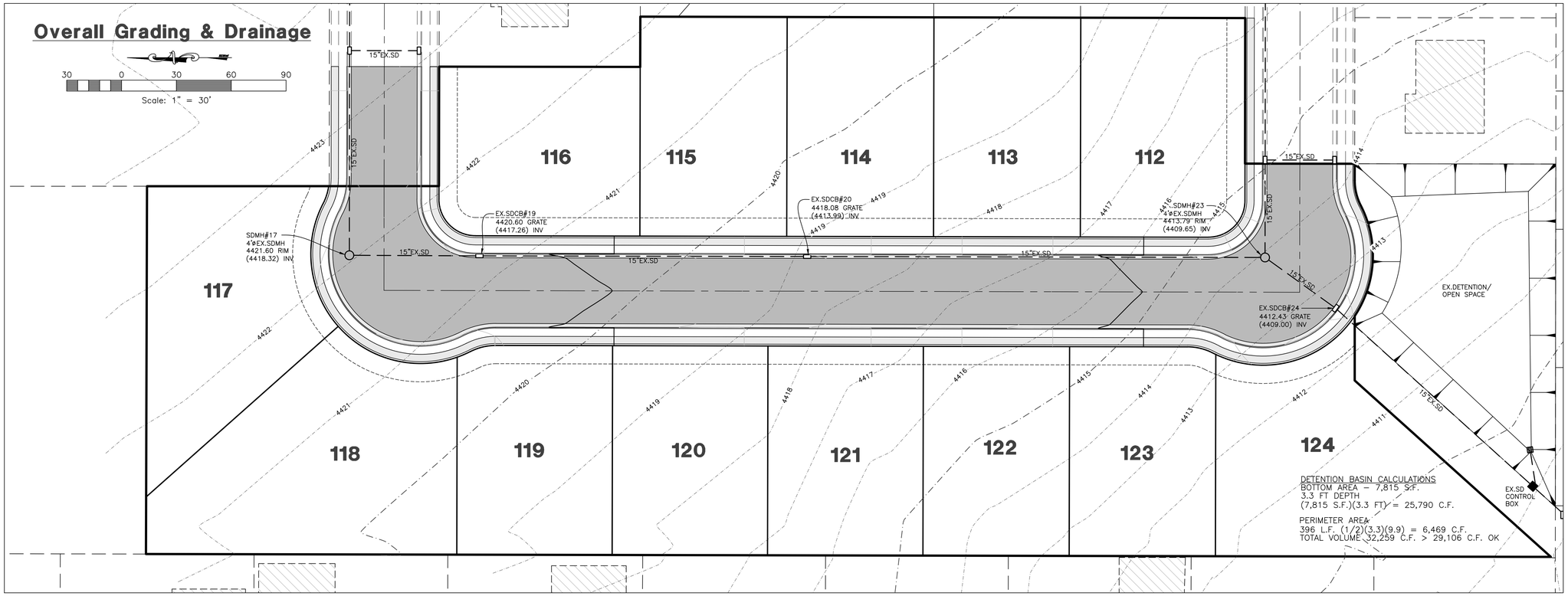
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## Overall Grading & Drainage

30 0 30 60 90

Scale: 1" = 30'



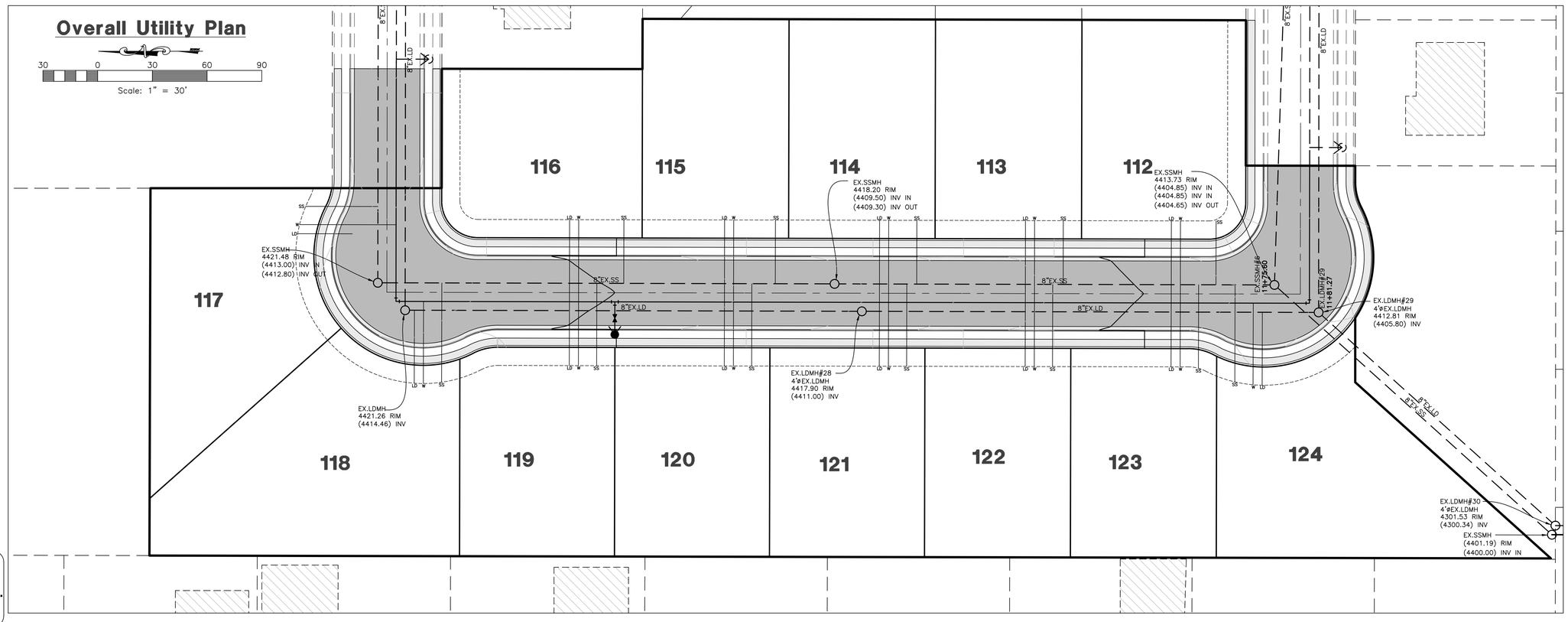

DETENTION BASIN CALCULATIONS
BOTTOM AREA = 7,815 S.F.
3.3 FT DEPTH
(7,815 S.F.)(3.3 FT) = 25,790 C.F.

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.

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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

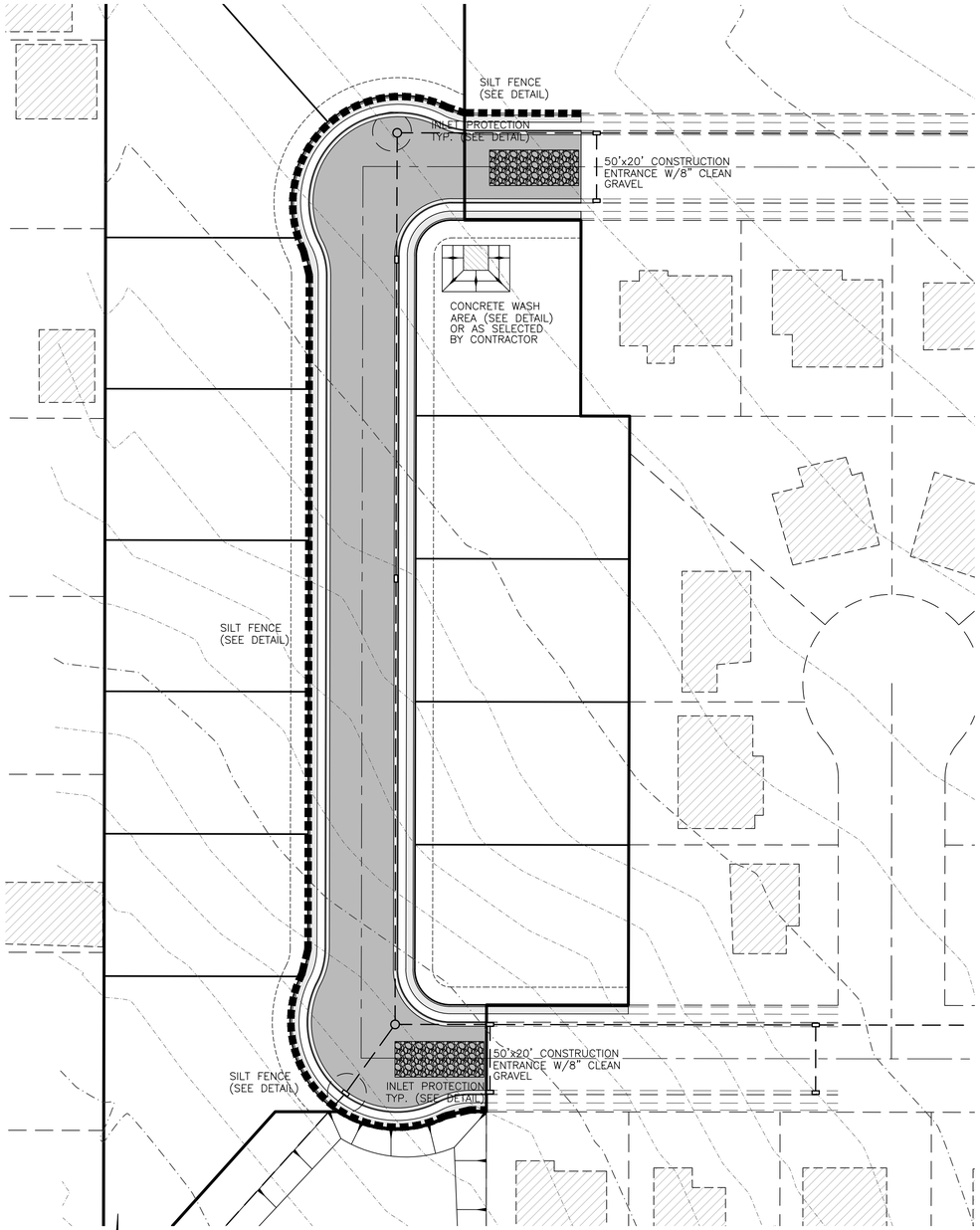
**Project Info.**
Engineer: J. DRAPER
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Begin Date: MAY 2019
Name: AUTUMN RIDGE ESTATES PHASE-5
Number: 3442-A26

Sheet 5 of 7 Sheets

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# 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

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**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
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Sheet 6 of 7 Sheets

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# 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

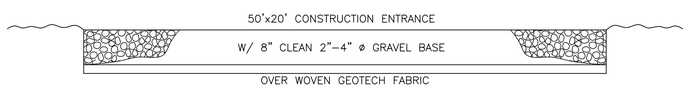
4. Construction Vehicles and Equipment:
   a. Maintenance
      – Maintain all construction equipment to prevent oil or other fluid leaks.
      – Keep vehicles and equipment clean, prevent excessive build–up of oil and grease.
      – Regularly inspect on–site vehicles and equipment for leaks, and repair 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.

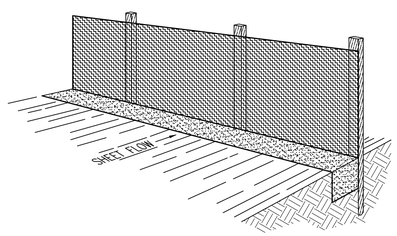
6. Post Roadway / Utility Construction
   a. Maintain good housekeeping practices.
   b. Enclose or cover building material storage areas.
   c. Properly store materials such as paints and solvents.
   d. Store dry and wet materials under cover, away from drainage areas.
   e. Avoid mixing excess amounts 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.

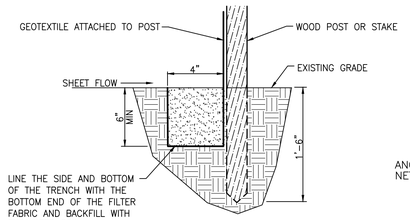



## Cross Section 50' x 20' Construction Entrance




## 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.

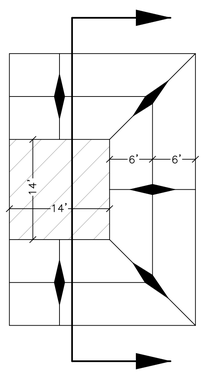
REMOVAL
*Silt fence should not be removed until construction ceases and the upslope area has been properly stablized and/or revegetated.

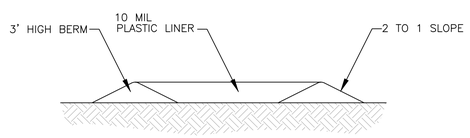



Figure 1:
Top View of
Roll–to–Roll Connection

## Silt Fence Detail

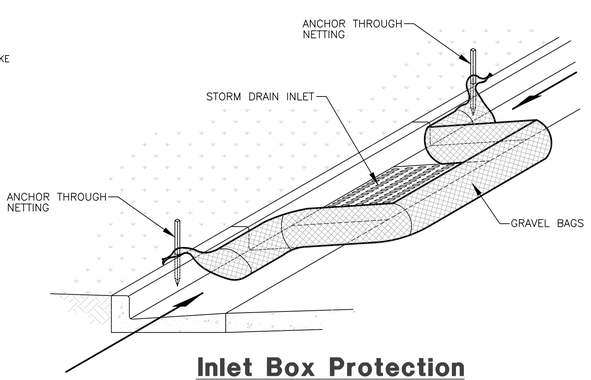
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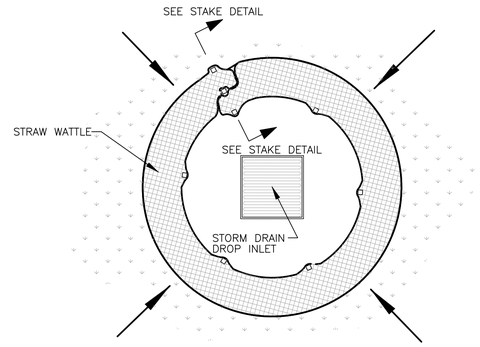




## Concrete Washout Area w/ 10 mil Plastic Liner

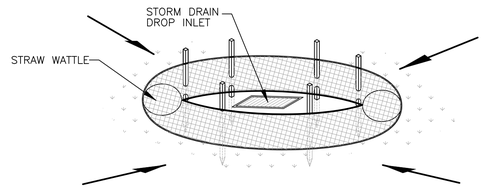
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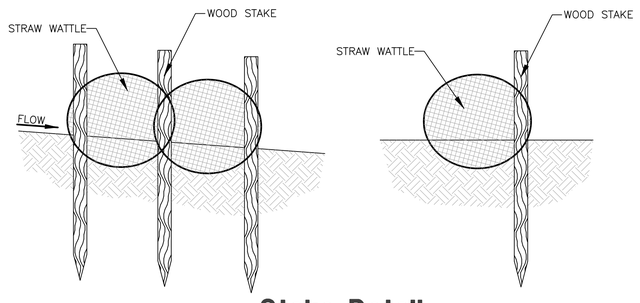

## Inlet Box Protection




## Plan View




## Drop Inlet Protection




## Stake Detail

Reeve & Associates, Inc.
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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

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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.

# Clearfield City Council Policy Session

*June 25, 2019*





# AUTUMN RIDGE PHASE 5

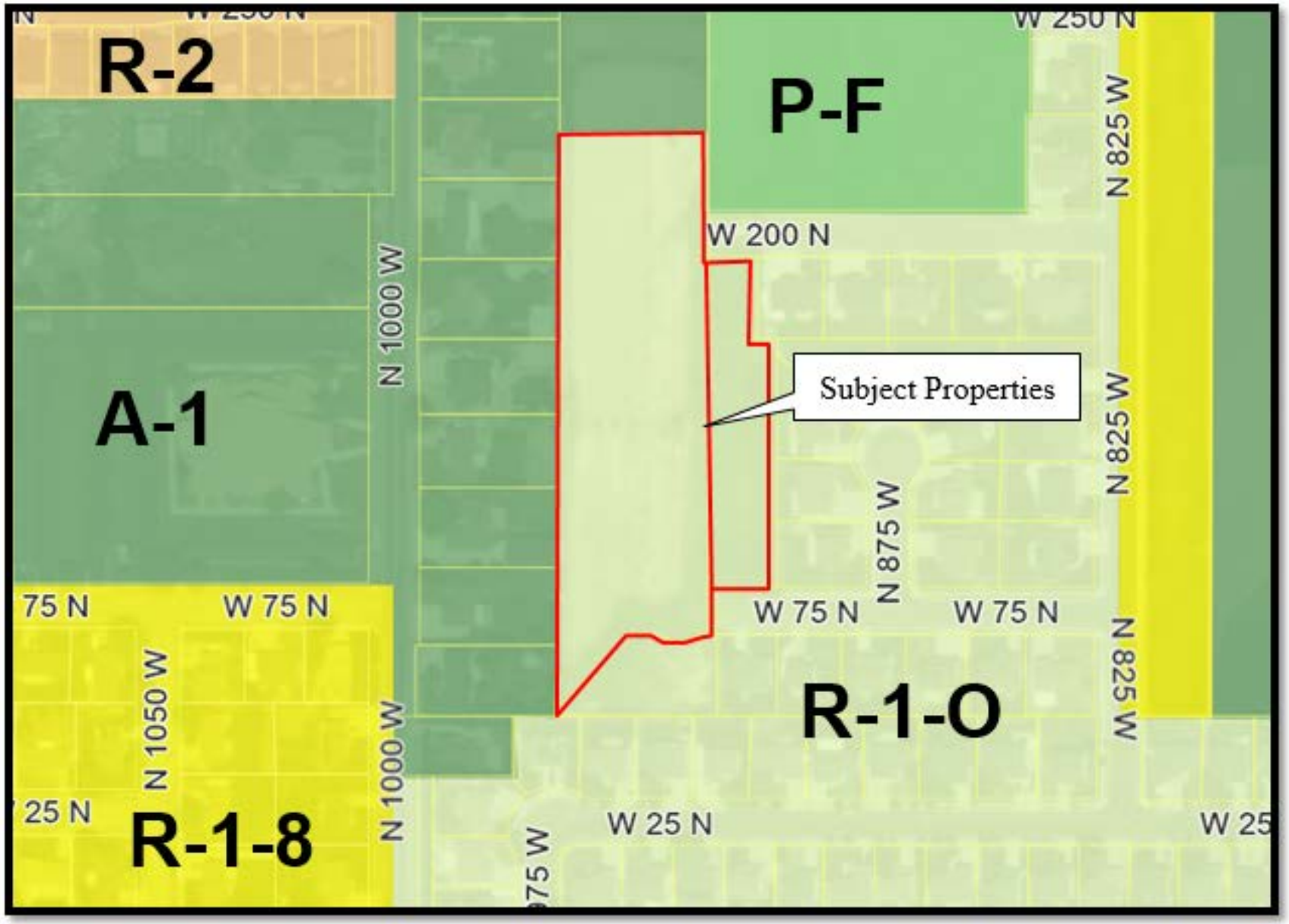
## Final Subdivision Plat, FSP 1905-0004



# 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°15'36", 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 N86°52'26"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.

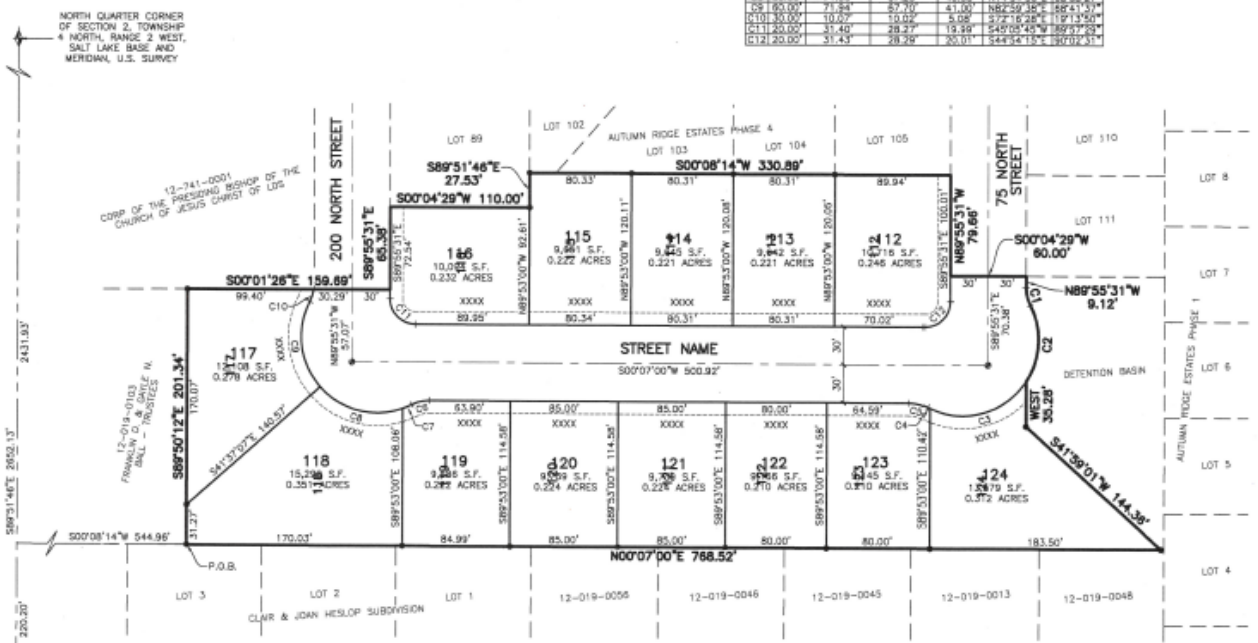
### CURVE TABLE

| # | RADIUS | ARC LENGTH | CHD LENGTH | TANGENT | CHD BEARING | DELTA |
|---|---|---|---|---|---|---|
| C1 | 30.00' | 14.27' | 14.14' | 7.29' | S76°26'30"W | 27°15'36" |
| C2 | 60.00' | 83.50' | 80.58' | 45.09' | N86°52'26"W | 60°38'06" |
| C3 | 60.00' | 86.01' | 78.83' | 52.28' | N15°29'27"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' | 7.27' | N13°44'19"E | 27°14'38" |
| C6 | 30.00' | 14.28' | 14.14' | 7.28' | N13°30'59"W | 27°15'36" |
| 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' | 70.70' | 41.00' | N82°39'38"E | 86°57'12" |
| C10 | 30.00' | 10.02' | 9.98' | 5.08' | 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

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




### 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, _____

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

### 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

### PROJECT INFORMATION

| | |
|---|---|
| Surveyor: T. HATCH | Project Name: AUTUMN RIDGE ESTATES PHASE 5 |
| Designer: N. ANDERSON | Number: 3442-A05 |
| Begin Date: 5-8-18 | Scale: 1"=50' |
| | Revision: |
| | Checked: |

Reeve & Associates, Inc.

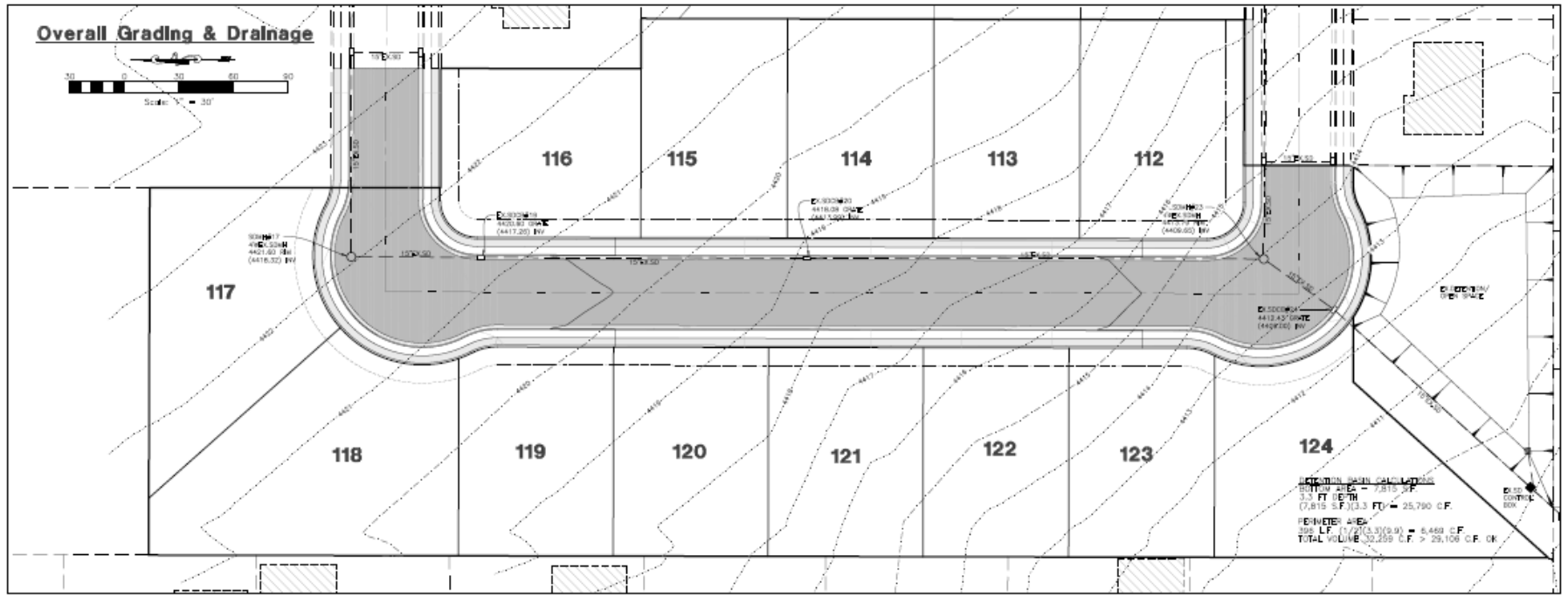
### DAVIS COUNTY RECORDER

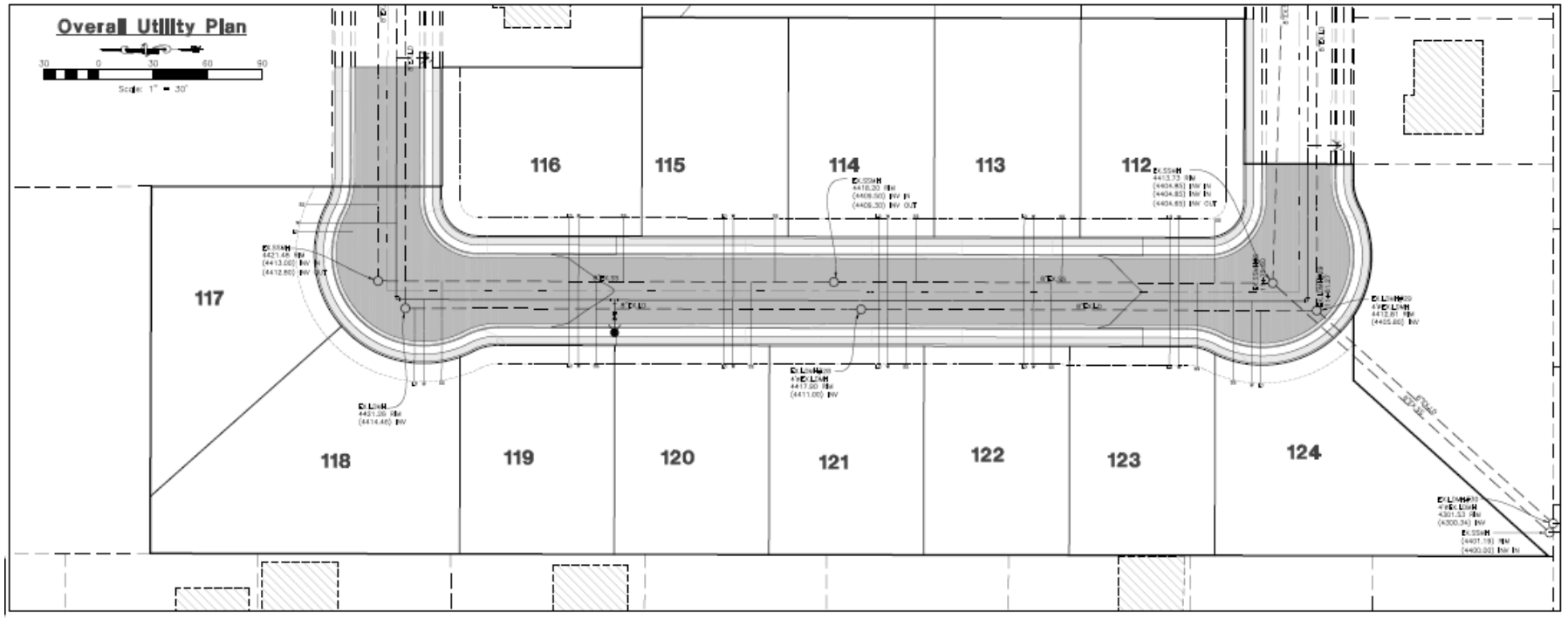
ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED, _____ AT _____
IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

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:** Mark Baird, Interim Public Works Director

**MEETING DATE:** June 25, 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**

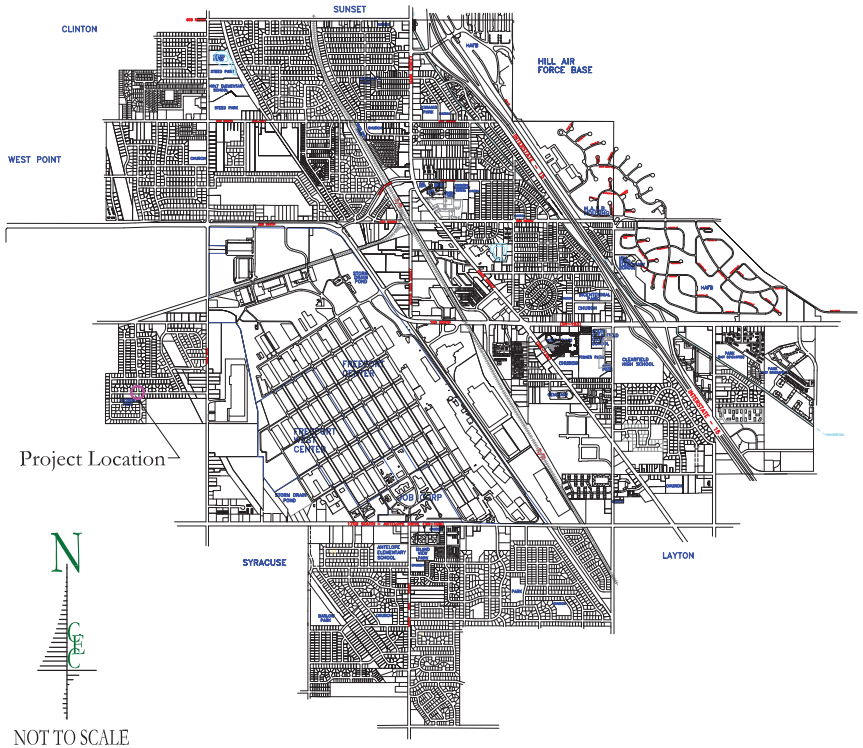
| Bid Item | Description | Quantity | Unit | Corrio Construction 170 East 6400 South Murray, UT 84121 | | Sorensen, Craig F. Construction 981 South 2000 West Syracuse, UT 84075 | |
|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount |
| 1. | Mobilization, 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 |

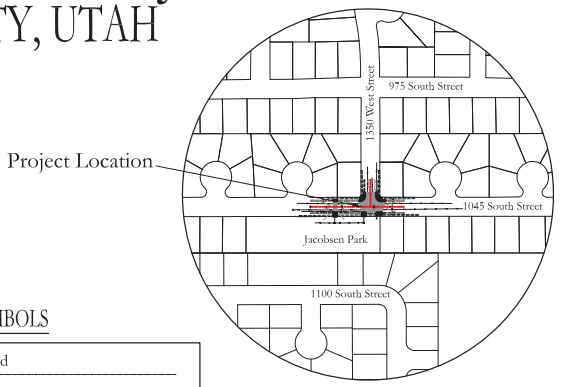
| Bid Item | Description | Quantity | Unit | Corrio Construction 170 East 6400 South Murray, UT 84121 | | Sorensen, Craig F. Construction 981 South 2000 West Syracuse, UT 84075 | |
|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount |
| 12. | Furnish and 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

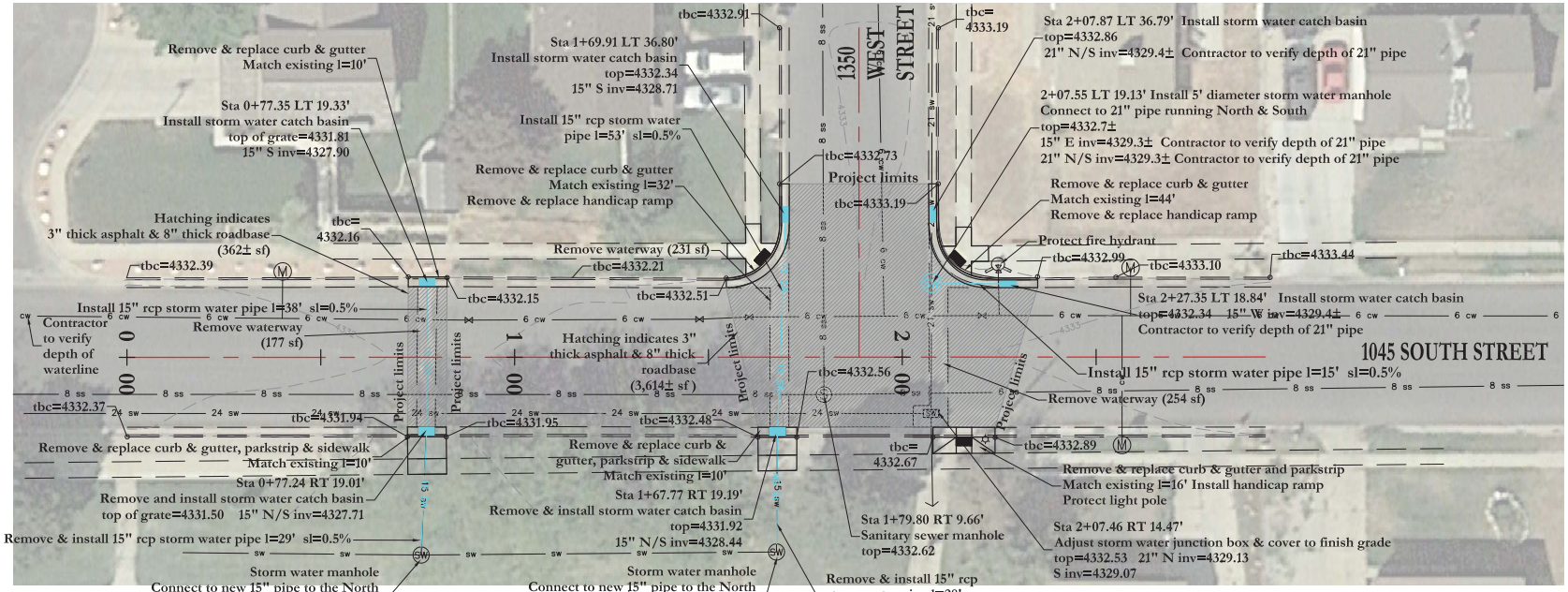

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DATE: MAY 2019
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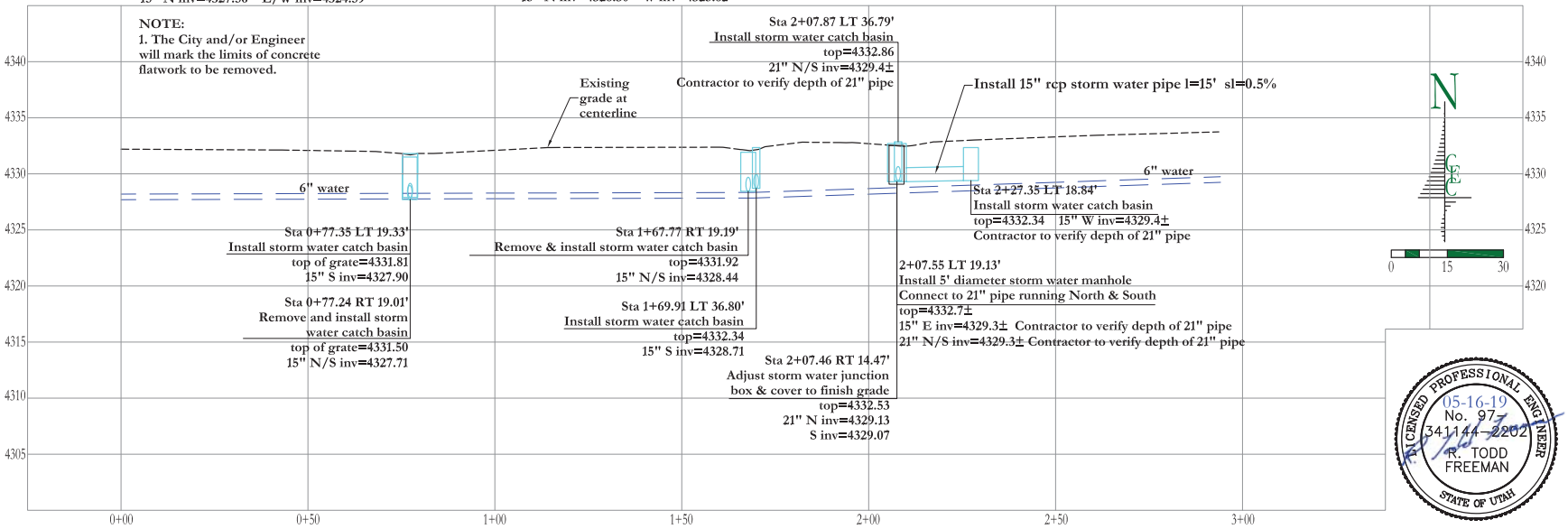
PROJECT / LOCATION: 1045 SOUTH 1350 WEST
STORM WATER IMPROVEMENT PROJECT
CLEARFIELD CITY, UTAH

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.




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801.866.0550

| NO. | DATE | BY | REVISIONS |
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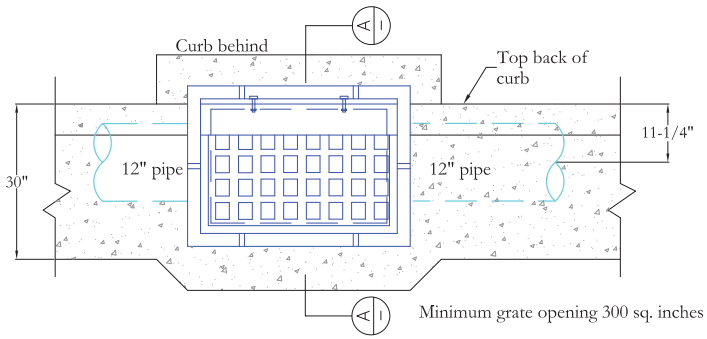
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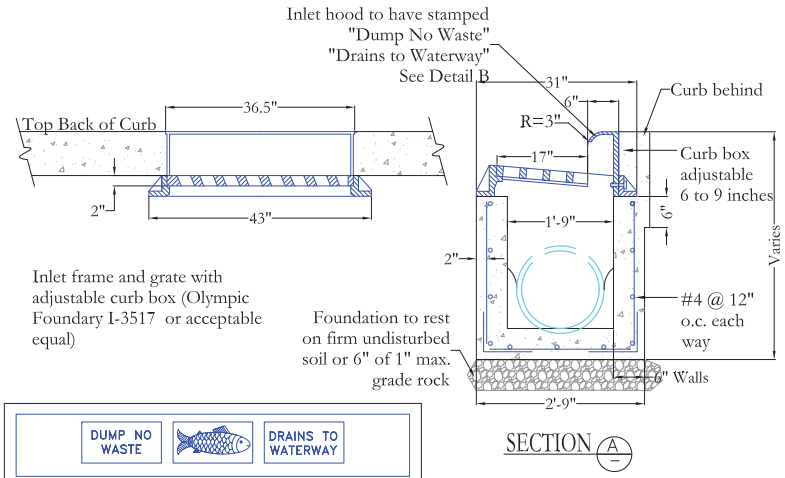
PROJECT / LOCATION: 1045 SOUTH 1350 WEST
STORM WATER IMPROVEMENT PROJECT
CLEARFIELD CITY, UTAH

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.

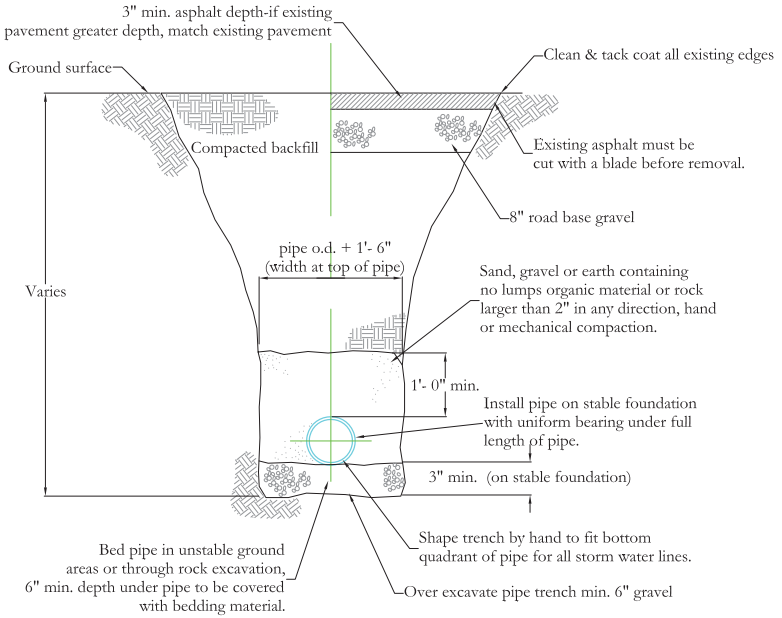
5. Rebar shall have 2" clear on earth side of structure.

## 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.

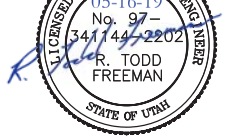
6. Minimum depth of storm water pipe shall be 24" cover over top of pipe bell for standard backfill material, or as approved by city engineer.

## STORM WATER TRENCH CROSS-SECTION

SCALE: NONE

2

-




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5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

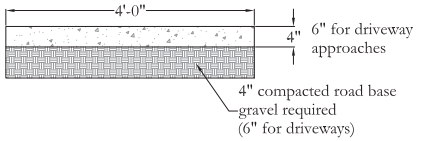
| NO. | DATE | BY | REVISIONS |
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DATE: MAY 2019
DRAWN: JLS
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PROJECT / LOCATION: 1045 SOUTH 1350 WEST STORM WATER IMPROVEMENT PROJECT CLEARFIELD CITY, UTAH

TITLE: DETAILS

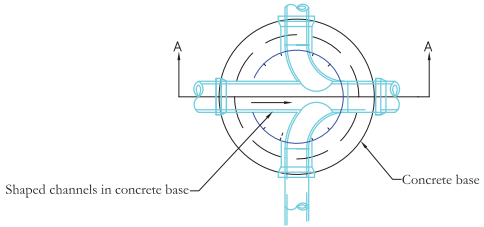
CLIENT: CLEARFIELD CITY
PROJECT NUMBER: CC.19003
FILE: details.dwg
SHEET: 4 of 5



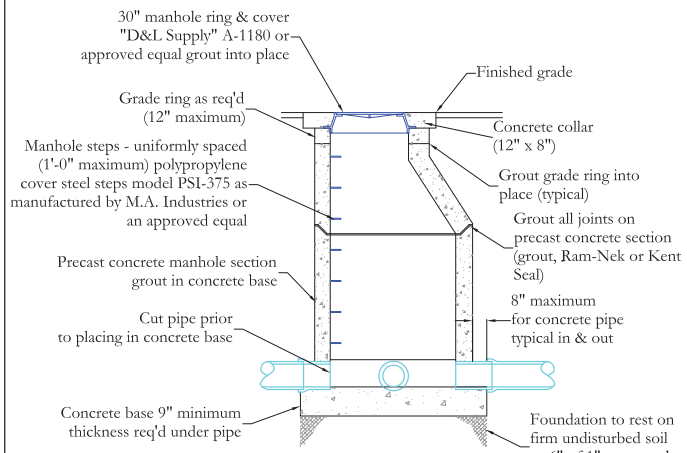

# SIDEWALK SECTION

SCALE: NONE

1
-




PLAN



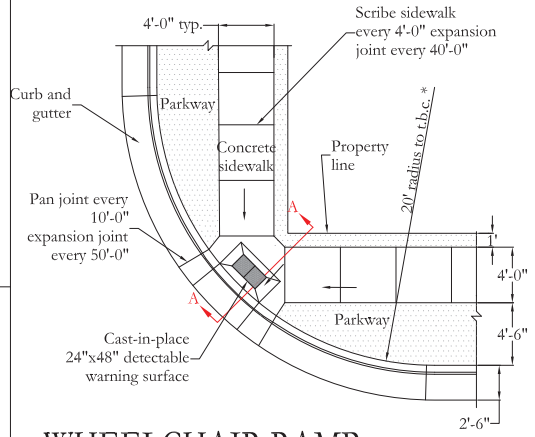

SECTION 'A'

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

# STANDARD STORM WATER MANHOLE

SCALE: NONE

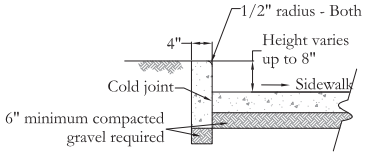
3
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# WHEELCHAIR RAMP- PEDESTRIAN ACCESS

SCALE: NONE

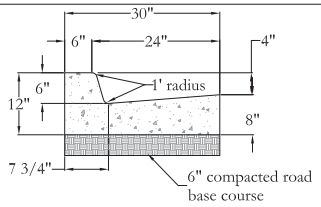
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# CURB WALL (HANDICAP RAMP)

SCALE: NONE

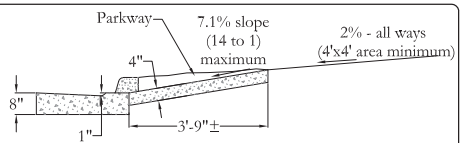
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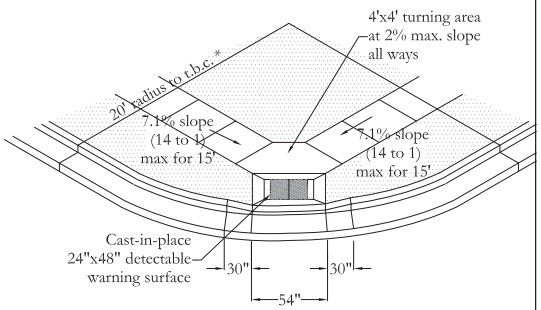

# STANDARD 30" CURB & GUTTER

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

# STAFF REPORT

**TO:** Mayor Shepherd and City Council

**FROM:** Summer Palmer, Assistant City Manager

**MEETING DATE:** June 25, 2019

**SUBJECT:** Lifetime CRA Interlocal Cooperation Agreement

---

## RECOMMENDED ACTION

Approve Resolution 2019R-16 authorizing an Interlocal Cooperation Agreement between the City and the Clearfield Community Development and Renewal Agency (CDRA) and authorize the Mayor's signature to any necessary documents.

## DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement between the City and CDRA implementing the Lifetime Products CRA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the City.

## 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 $523,125 would be the City's contribution.

## ALTERNATIVES

If the City determined not to participate or 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 moving forward and finalization of the interlocal agreements would allow Lifetime Products to move forward with their necessary land use approvals. A construction schedule has not yet been identified.

**LIST OF ATTACHMENTS**

- Resolution 2019R-16 and Exhibit A

# CLEARFIELD CITY RESOLUTION 2019R-16

**RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY.**

**WHEREAS** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "CDRA Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

**WHEREAS** Clearfield City, Utah (the "City") and Clearfield Community Development and Renewal Agency (the "Agency") are "public agencies" for purposes of the Act; and

**WHEREAS** after careful analysis and consideration of relevant information, the City desires to enter into an Interlocal Agreement with the Agency whereby the City would remit to the Agency a portion of the property tax increment generated within the Clearfield Station Community Development Project Area, (the "Project Area") which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for building and installation of buildings, certain public infrastructure improvements, personal property and other development related costs, and other uses that directly benefit the Project Area as permitted under the CDRA Act; and

**WHEREAS** Section 11-13-202.5 of the Interlocal Act requires that certain Interlocal Agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the City as follows:

1. The Interlocal Cooperation Agreement between the City and the Agency substantially in the form attached hereto as Exhibit A (the "Agreement"), is approved in substantially final form and shall be executed for and on behalf of the City by the Mayor and countersigned by the City Recorder.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the City Recorder, the keeper of records of the City.

4. The City is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the City's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

Passed and adopted by the City Council at its regular meeting on the 25th day of June, 2019.

ATTEST

_____
Nancy R. Dean, City Recorder

CLEARFIELD CITY CORPORATION

_____
Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

**EXHIBIT A**

**INTERLOCAL COOPERATION AGREEMENT**

# 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

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. POLICY SESSION
June 11, 2019
*(This meeting was held following a City Council policy session.)*

City Building
55 South State Street
Clearfield City, Utah

| | | |
|---|---|---|
| PRESIDING: | Kent Bush | Chair |
| PRESENT: | Nike Peterson | Director |
| | Tim Roper | Director |
| | Mark Shepherd | Director |
| | Karece Thompson | Director |
| EXCUSED: | Vern Phipps | Director |
| STAFF PRESENT: | JJ Allen | City Manager |
| | Summer Palmer | Assistant City Manager |
| | Stuart Williams | City Attorney |
| | Kelly Bennett | Police Chief |
| | Mark Baird | Interim Public Works Director |
| | Adam Favero | Utility Superintendent |
| | Eric Howes | Community Services Director |
| | Curtis Dickson | Community Services Deputy Dir. |
| | Spencer Brimley | Community Development Director |
| | Rich Knapp | Finance Manager |
| | Lee Naylor | Accountant |
| | Trevor Cahoon | Communications Coordinator |
| | Nancy Dean | City Recorder |
| | Wendy Page | Deputy Recorder |

VISITORS: Michael Rolow, Leroy Loomis, Sheadon Loomis, Brooklyn Loomis, Kristi Bush, Kathryn Murray, Chris Uccardi, Devin Prouty, Jaden Rosencrans, Ruth Jones, Tyler Watkins

Chair Bush called the meeting to order at 7:40 p.m.

APPROVAL OF THE MINUTES FROM THE MAY 14, 2019 POLICY SESSION

**Director Roper moved to approve the minutes from May 14, 2019 policy session, as written; and authorize the Chair's signature to any necessary documents, seconded by Director Thompson. The motion carried upon the following vote: Voting AYE – Directors Peterson, Roper, Shepherd and Thompson. Voting NO – None.** Director Phipps was not present for the vote.

DRAFT

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FISCAL YEAR 2020 BUDGET

Rich Knapp, Finance Manager, reported the CDRA FY20 budget included revenues and transfers of approximately $2.4 million and expenditures of $2.1 million; consequently, there was an increase in the available cash of $336,910. Chair Bush asked if all the project areas were in good shape. Mr. Knapp responded in the affirmative.

Chair Bush opened the public hearing at 7:41 p.m.

Chair Bush asked if there were any public comments.

There were no public comments.

**Director Peterson moved to close the public hearing at 7:42 p.m., seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Peterson, Roper, Shepherd, and Thompson. Voting NO – None.** Director Phipps was not present for the vote.

APPROVAL OF RESOLUTION 2019R-03 ADOPTING THE FISCAL YEAR 2020 BUDGET

**Director Shepherd moved to approve Resolution 2019R-03 adopting the Fiscal Year 2020 budget and authorize the Chair's signature to any necessary documents, seconded by Director Roper. The motion carried upon the following vote: Voting AYE – Directors Peterson, Roper, Shepherd, and Thompson. Voting NO – None.** Director Phipps was not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Thompson moved to adjourn at 7:43 p.m., seconded by Director Peterson. The motion carried upon the following vote: Voting AYE – Directors Peterson, Roper, Shepherd and Thompson. Voting NO – None.** Director Phipps was not present for the vote.

***The City Council policy session minutes are in a separate location.***

DRAFT

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

# RESOLUTION 2019R-05

A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2019 BUDGET AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

WHEREAS, Clearfield Community Development and Renewal Agency (CDRA) has identified an expenditures that is necessary for CDRA operations, which were not included in its current budget; and

WHEREAS, Utah state code allows the Board to make adjustments to the budget; and

WHEREAS, proper notice of the public hearing for this matter was given; and

WHEREAS, Clearfield Community Development and Renewal Agency has considered and approved the amendment;

NOW, THEREFORE, be it resolved by the Clearfield Community Development and Renewal Agency that the amendments to the Clearfield Community Development and Renewal Agency budget beginning July 1, 2018 and ending June 30, 2019 (FY19) as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference are authorized and approved.

The Chair is authorized to sign any documents reflecting those amendments.

Passed and adopted at the Community Development and Renewal Agency Board meeting held on June 25, 2019.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

_____
Nancy R. Dean, Secretary

_____
Kent Bush, Chair

VOTE OF THE BOARD

AYE:

NAY:

# STAFF REPORT

**TO:** CDRA Board of Directors

**FROM:** Summer Palmer, Assistant City Manager

**MEETING DATE:** June 25, 2019

**SUBJECT:** Lifetime CRA Interlocal Cooperation Agreement

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## RECOMMENDED ACTION

Approve Resolution 2019R-04 authorizing the Interlocal Cooperation Agreements between the Clearfield Community Development and Renewal Agency (CDRA) and Clearfield City, North Davis Fire District, Davis County, North Davis Sewer District, Weber Basin Water Conservancy District, and Mosquito Abatement District – Davis relating to the Lifetime Products CRA (Community Reinvestment Area) and authorize the Chair's signature to any necessary documents.

## DESCRIPTION / BACKGROUND

The 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**

- Resolution 2019R-04 and Exhibits A-F

**RESOLUTION NO. 2019R-04**

**RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING INTERLOCAL COOPERATION AGREEMENTS BETWEEN THE AGENCY AND CLEARFIELD CITY, NORTH DAVIS FIRE DISTRICT, DAVIS COUNTY, NORTH DAVIS SEWER DISTRICT, WEBER BASIN WATER CONSERVANCY DISTRICT, AND MOSQUITO ABATEMENT DISTRICT– DAVIS.**

**WHEREAS** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "CDRA Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

**WHEREAS** Clearfield Community Development and Renewal Agency, Utah (the "Agency") and Clearfield City, North Davis Fire District, Davis County, North Davis Sewer District, Weber Basin Water Conservancy District, and Mosquito Abatement District – Davis are "public agencies" for purposes of the Act; and

**WHEREAS** after careful analysis and consideration of relevant information, the Agency desires to enter into Interlocal Agreements with the public agencies whereby the public agencies would either remit or cause to be remitted to the Agency a portion of the property tax increment generated within the Lifetime Products Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the public agencies, for the purpose of encouraging development activities through the payment for building and installation of buildings, certain public infrastructure improvements, personal property and other development related costs, and other uses that directly benefit the Project Area as permitted under the CDRA Act; and

**WHEREAS** Section 11-13-202.5 of the Interlocal Act requires that certain Interlocal Agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreements between the Agency and the public agencies, substantially in the form attached hereto as Exhibits A-F (the "Agreements"), are approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreements have been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, duly executed original counterparts of the Agreements shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreements in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreements available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the legislative body of the Clearfield Community Development and Renewal Agency, Utah this 25th day of June, 2019.

_____
Kent Bush, Chair
Clearfield Community Development and Renewal Agency

Attest:

_____
Secretary

VOTE OF THE BOARD

AYE:

NAY:

**EXHIBIT A**

**INTERLOCAL COOPERATION AGREEMENT**

*Clearfield City*

**EXHIBIT B**

**INTERLOCAL COOPERATION AGREEMENT**

*North Davis Fire District*

**EXHIBIT C**

**INTERLOCAL COOPERATION AGREEMENT**

*Davis County*

**EXHIBIT D**

**INTERLOCAL COOPERATION AGREEMENT**

*North Davis Sewer District*

**EXHIBIT E**

**INTERLOCAL COOPERATION AGREEMENT**

*Weber Basin Water Conservancy District*

**EXHIBIT F**

**INTERLOCAL COOPERATION AGREEMENT**

*Mosquito Abatement District – Davis*

# 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 **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 **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 **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