

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
January 28, 2020 – 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

6:00 P.M. WORK SESSION

(TENTATIVE) The Council may consider a motion to enter into a Closed Session for the purpose of discussing the purchase, exchange or lease of real property.
Utah Code Ann. § 52-4-204 and § 52-4-205(1)(e)

Discussion on the Award of Proposal for the Citywide Fiber Network Partnership

Discussion on the Final Subdivision Plat for the Hamblin Estates Subdivision
Located at Approximately 741 West 300 North

Discussion on Amendments to the Form Based Code

(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

CALL TO ORDER:

OPENING CEREMONY:

APPROVAL OF MINUTES:

Mayor Shepherd

Councilmember Peterson

December 10, 2019 – Work Session

December 17, 2019 – Work Session

December 17, 2019 – Joint Work Session

PRESENTATION:

1. **PRESENTATION BY OLIVIA JARAMILLO REGARDING THE UNITED WAY PROGRAM CALLED ‘COMMUNITIES THAT CARE’**

BACKGROUND: Communities That Care is a United Way program that works to foster a safe and connected community for youth by empowering families, schools, and local leaders.

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 THE AWARD OF BID FOR THE REPLACEMENT OF THE COMPUTER ROOM AIR CONDITIONING (CRAC) UNIT AT CITY HALL TO A+ MECHANICAL

BACKGROUND: Staff solicited bids to replace the Computer Room Air Conditioning (CRAC) Unit at City Hall in December 2019. Eight companies provided bids ranging from \$54,950 to \$81,577. A+ Mechanical was the lowest responsible bidder with a bid of \$54,950.

RECOMMENDATION: Approve the award of bid for the Computer Room Air Conditioning (CRAC) Unit to A+ Mechanical with the bid amount of \$54,950; approve funding for the project bid amount with contingency of \$10,500 for a total project cost of \$65,000; 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***SCHEDULED ITEMS:*****1. ELECT THE CHAIR AND VICE-CHAIR FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA)**

BACKGROUND: The Bylaws adopted by the Community Development and Renewal Agency (CDRA) specify the Board elect the chair and vice-chair every two years.

RECOMMENDATION: Elect the chair and vice-chair for the Community Development and Renewal Agency (CDRA) and authorize the Chair's signature to any necessary documents.

2. CONSIDER APPROVAL OF THE MINUTES FROM THE JANUARY 7, 2020, WORK SESSION AND JANUARY 14, 2020, POLICY SESSION
3. CONSIDER APPROVAL OF RESOLUTION 2020R-02 AUTHORIZING THE DEVELOPMENT AND TAX INCREMENT FINANCING (TIF) PARTICIPATION AGREEMENT

BACKGROUND: The Lifetime Products Community Reinvestment Area (CRA) was created for the primary purpose of capturing tax increment to help Lifetime Products offset the costs of expanding its operation in Clearfield. Expanding the operation in Clearfield is more cost-prohibitive due to higher land costs than other probable locations explored by Lifetime, so the CRA was created to allow for public participation in the project. Losing the expansion may have greater long-term effects for the City because already existing operations at Freeport Center would move as well. The Development and TIF Participation Agreement set forth the provisions under which the CDRA will reimburse Lifetime Products for some of the building costs associated with the expansion of its operations in Clearfield.

RECOMMENDATION: Approve Resolution 2020R-02 authorizing the Development and Tax Increment Financing (TIF) Participation Agreement with Lifetime Products, Inc. and authorize the Chair's signature to any necessary documents.

Dated this 22nd day of January, 2020.

/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: Summer Palmer, Assistant City Manager
MEETING DATE: January 28, 2020
SUBJECT: RFP for Citywide Fiber Network Partnership

RECOMMENDED ACTION

No action is necessary at this time unless council would like to direct staff to move forward negotiating a contract with the highest scoring vendor from the RFP.

DESCRIPTION / BACKGROUND

At council's direction, staff has researched options for bringing fiber connectivity to all residents and businesses in Clearfield.

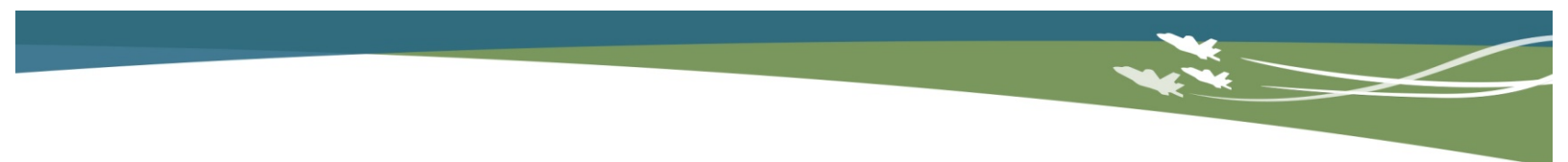
Clearfield City recently advertised for a qualified consultant to partner with the City to provide a citywide fiber network. Three vendors responded to the proposal.

Proposals were received from three vendors. Upon review the vendors were evaluated and scored based upon their responses to questions related to their ability to complete the project in an acceptable manner. UTOPIA was the highest scoring vendor. The proposals, however, were significantly differently responses, each approaching the request, proposal and build-out in a different way. For this reason, staff would like to discuss some proposal details and receive additional direction from council, prior to asking for approval of a contract,

The lowest scoring vendor, Mission Broadband, did not respond to the majority of the questions and tallied approximately \$175,000 in expenses just to do a feasibility study on the project.

The vendor who scored the next highest score, TOP Engineers, would require the city bond up-front for the cost of the infrastructure and they would maintain the connectivity as a contractor. Is this a business model the council is comfortable pursuing?

The highest scoring vendor, UTOPIA, provided a sound business model and would be staff's recommended vendor if council is comfortable with the potential financial implications associated with the partnership.



The following are some financial details to consider from UTOPIA's RFP response:

The cost of the completing the buildout of a fiber system in Clearfield City (financed by UIA), is estimated at \$12,719,900. This includes all design, engineering, construction, sales/marketing, and installations for 35% of the addresses in the city.

It also assumes the use of the existing UTOPIA Fiber backbone, facilities, and existing fiber routes at no cost to the project. After the 35% of installations, UIA will finance any additional installations beyond the first 35% independently of the city without a backstop. UIA will also finance installations required to compensate for churn once the 35% is achieved without a city backstop obligation.

Estimated Financing Parameters

- Cost of Construction: \$12,719,900
- Capitalized Interest Period: 2 years
- True Interest Cost: 3.2% (conservative)
- Annualized Debt Service: \$861,709
- Monthly Debt Service: \$71,809
- Number of Addresses Covered by project: 6,768
- Number of Residential Subscribers needed to cover debt service: 2394
- Effective take-rate at break-even (assuming only residential subscriptions): 35.4%
- Effective residential take-rate assuming business blend of 10% (677), and 20% take-rate (135), business ARPU of \$200/mo, and 50% of revenue allocated towards finance obligation (~\$100/mo each from 135 businesses): 28.7%
- Effective residential take-rate requirement assuming business blend and city services revenue of \$2000/mo: 27.7%

Under the very conservative scenario, considering only revenues from residential subscribers, and taking 3.5 years to achieve a 35% take rate, the project would still break even without a loan or other negative financial impact to the city.

Given this financial information, is council interested in authorizing staff to move into contract negotiations with UTOPIA?

CORRESPONDING POLICY PRIORITY (IES)

This item corresponds directly to the policy priority of Improving Clearfield's Image, Livability, and Economy.

FISCAL IMPACT

There is no financial impact associated with this discussion, however, there may be a future fiscal impact if/when a contract is negotiated.

ALTERNATIVES

Council may choose not to move forward with any of the vendors who submitted proposals. At your direction, staff could decline all proposals and either continue the search for acceptable proposals or discontinue the project entirely.

SCHEDULE / TIME CONSTRAINTS

The proposals indicates a fiber network project will take a minimum of 18 months to complete after execution of the contract.

LIST OF ATTACHMENTS

- Fiber Partnership proposal score summary

[illegible]



Planning Commission

STAFF REPORT

AGENDA ITEM
#1

TO: Clearfield City Planning Commission

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

MEETING DATE: Wednesday, January 22, 2020

SUBJECT: Discussion and Possible Action on **FSP 2019-120020**, a final subdivision plat request by Jason Hamblin with Hamblin Investments for a 30-Lot single-family subdivision at the subject properties. **Location:** Approximately 741 West 300 North (TIN: 12-019-0030, 12-019-0029, & 12-019-0121). **Total Project Area:** Approximately 10.605 Acres. **Zone:** R-1-8 (Residential). **Planner:** Brad McIlrath (**Administrative Action**).

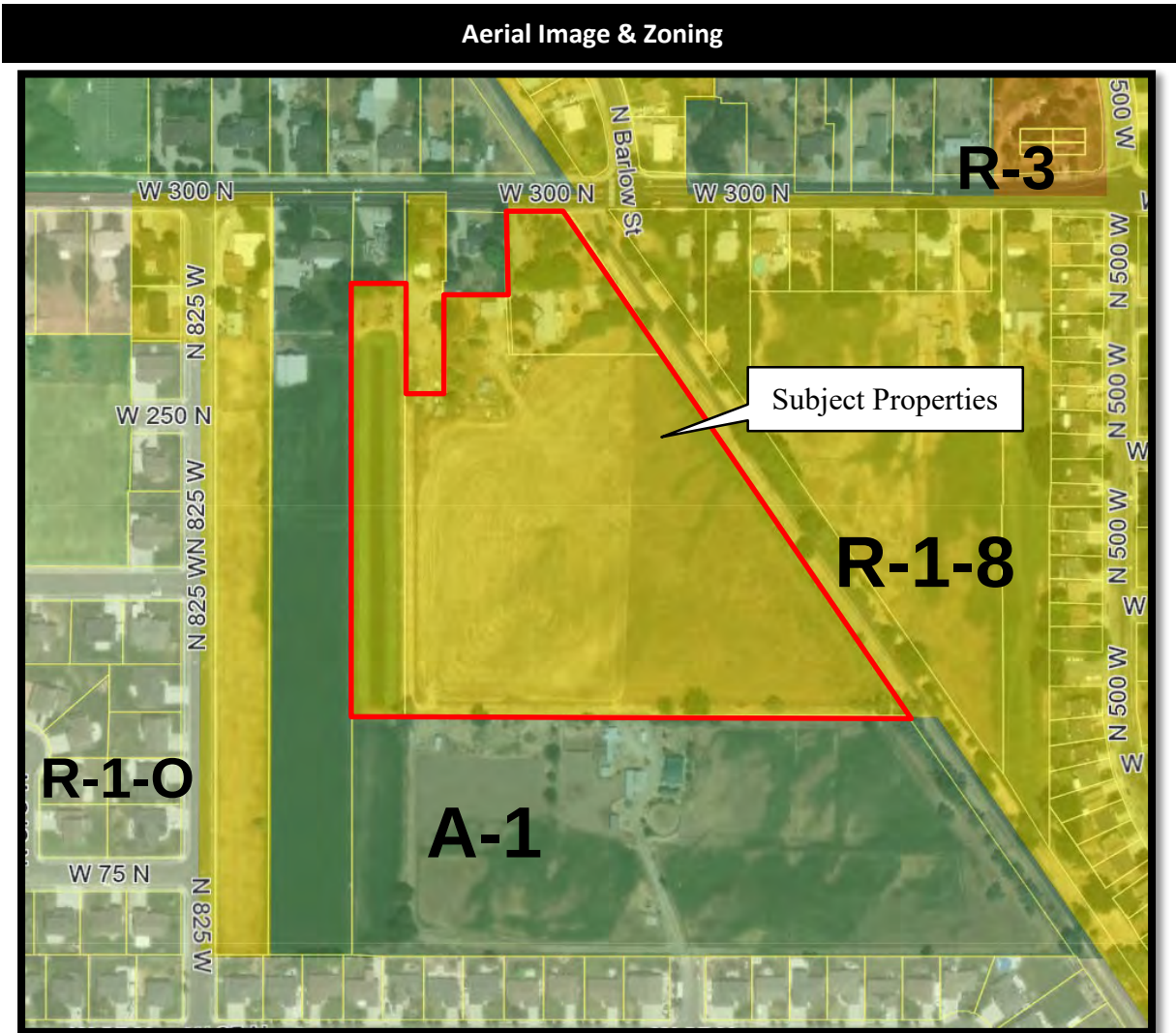
RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of **approval** to the City Council for **FSP 2019-120013 as conditioned**, a final subdivision plat request by Jason Hamblin for the proposed 30-lot single-family subdivision for the subject properties located at approximately 741 West 300 North (TIN: 12-019-0121, 12-019-0030, & 12-019-0029). This recommendation is based on the subdivision discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Hamblin Estates
Site Location	Approximately 741 West 300 North
Tax ID Number	12-019-0121, 12-019-0030, & 12-019-0029
Applicant	Jason Hamblin
Owners	Delmer, Deloris, and Roger Smith & Larry and Marcia Hamblin
Proposed Actions	Final Subdivision Plat Approval
Current & Proposed Zoning	R-1-8
General Plan Land Use Classification	Residential
Gross Site	12.41

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Residential Single-Family	A-1 (Agricultural) & R-1-8 (Residential)	Residential
East	Residential Single-Family	R-1-8 (Residential)	Residential
South	Residential Single-Family	A-1 (Agricultural)	Residential
West	Residential Single-Family	A-1 (Agricultural)	Residential



BACKGROUND

Site Overview

The applicant is requesting final approval to subdivide two properties and a portion of another for a 30-lot single-family subdivision. The proposed subdivision will have public streets and will connect to 300 North. Along the east side of the subdivision is an existing ninety foot (90') Jordan Valley Water Conservation District (JWCD) easement. To accommodate buildable areas for homes on those properties, each of the east lots is proposed to have an area greater than 11,000 square feet. These lots will need to be developed similar to the homes in the Autumn Ridge Estates Phase 2 subdivision (directly to the south) with the buildable area limited to the west side of the properties.

Lot Area, Frontage, and Setback Regulations

The R-1-8 Zone requires that each lot have a minimum area of 8,000 square feet a lot width of seventy feet (70') for an interior lot and eight feet (80') for corner lots, with a minimum frontage of seventy feet (70'). The difference between the frontage requirement and width requirement is important to clarify. The frontage standard is measured at the front property line and the width is measured at the front setback line. Staff has identified a few lots that need to be revised to meet the minimum width

requirements outlined above. All the proposed lots will need to comply with the area, frontage, and width requirements of the R-1-8 Zone prior to final approval and creation of a mylar plat for recording.

The R-1-8 Zone requires the following building setbacks:

- Front Yard:** Twenty feet (20')
- Side Yard:** Eight feet (8')
- Side Yard, Corner Lots:** Twenty feet (20')
- Rear Yard:** Twenty feet (20')

The proposed lots are designed for the future homes to meet the minimum setbacks of the zone. It is important to note that with the JVWCD easement, the homes on the east side of the subdivision will have a greater rear yard setback than others in the subdivision. Future homes will also be required to be constructed outside of any other public utility easements that will be placed on the lots.

Roadway Design and Access

As outlined in the subdivision ordinance under Section 12-9-7, "The arrangement of streets in new subdivisions shall make provisions for the continuation of the existing streets in adjoining areas and shall provide access to unsubdivided adjoining areas so as not to cause unnecessary hardship to owners of adjoining property when they plat their own land or seek to provide convenient access to it." Based upon these standards the subdivision is providing two (2) future connections to the south and one (1) future connection to the west with stub roads. The design of the west connecting street needs to be revised to square up the lots with the design proposed by staff. The current design creates odd angles for the lots and unusable space for lot 24. By redesigning the street to match the proposed staff changes, the lots will be more square which will benefit the construction and livability of the future homes.

As required by International Fire Code (IFC), any time a subdivision is created there must be more than one road access provided if the development exceeds thirty (30) residential lots. The preliminary subdivision was reduced from thirty-three (33) lots to thirty (30) lots to comply with this standard. Three lots (31, 32, and 33) in the southeast corner of the development will now be developed as part of a second future phase of the subdivision.

General Plan and Zoning

The three parcels included in the proposed subdivision are designated as residential in the General Plan. A rezone for a portion of the parcel on the west end of the development was recently approved by the City Council. Now all of the included properties share the same zoning designation of R-1-8 which is supported by the General Plan.

FINAL SUBDIVISION PLAT REVIEW

The final subdivision plat, including the civil drawings was submitted for review by City Planning, Engineering, and Public Works staff. Resubmittal of the plans to address comments and to obtain final land use approval will be required following City Council approval. The Clearfield City Engineer has reviewed the plat and plans. Comments were provided in the attached review letter dated January 16, 2020. As required by ordinance, the applicant will need to provide a Geotechnical report for review by the City Engineer. The report was provided shortly before the drafting of this report and has been forwarded to the City Engineer for review. The North Davis Fire District has reviewed the plat and plans and provided comments in the attached review letter dated January 16, 2020.

Public Comment

A public notice sign was posted on the property on January 3, 2019 as well as information on the public notice map on the city website. As of the date of this report, no comments have been received.

PRELIMINARY SUBDIVISION PLAT - CONDITIONS OF APPROVAL

- 1) Plans shall be revised to address Clearfield City Engineering requirements prior to the resubmittal of the plat and plans for final land use approval.
- 2) The applicant shall submit a geotechnical report for review by the City Engineer for final land use approval.
- 3) The subdivision shall not exceed thirty (30) lots unless a secondary access that meets IFC standards is provided.
- 4) The future connection design at 250 North shall be redesigned to match the recommendation by City Staff as shown on the attached redesign plat.
- 5) All lots shall comply with the minimum width, frontage, area and setback standards of the R-1-8 zone. The plat shall be revised to fix the lots that need wider widths to meet the minimum standard.
- 6) 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.
- 7) An Escrow agreement will be subject to approval by the City Engineer and City Attorney and an escrow account shall be established prior to obtaining any permits being issued for the properties or plat being recorded. Installation of required improvements or an escrow account shall be established prior to recordation of the Final Plat as outlined in 12-4-6.

ATTACHMENTS

1. Plat with Planning Staff Street Redesign Plat
2. Cover Sheet
3. Existing Site & Demolition Plan
4. Grading and Drainage Plan
5. Utility Plan
6. Storm Water Pollution Prevention Plan (SWPPP)
7. Engineering Review Letter dated January 16, 2020
8. North Davis Fire District Review Letter dated January 16, 2020

HAMBLIN ESTATES SUBDIVISION

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
DECEMBER, 2019

NORTHWEST CORNER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN, U.S.
SURVEY. (CALCULATED PER DAVIS
COUNTY TIE SHEETS)

NORTH QUARTER CORNER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT
LAKE BASE & MERIDIAN, U.S. SURVEY.
(FOUND BRASS CAP MONUMENT)



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, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 300 NORTH STREET, SAID POINT BEING 1,156.81 FEET N89°51'46"W ALONG THE SECTION LINE AND 33.00 FEET S00°08'14"W FROM THE NORTH QUARTER CORNER OF SAID SECTION 2, AND RUNNING THENCE S89°51'46"E 97.92 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF THE DENVER AND RIO GRANDE RAILROAD; THENCE S34°42'00"E 793.58 FEET ALONG SAID WESTERLY LINE; THENCE S55°18'00"W 170.00 FEET; THENCE S84°11'50"W 68.53 FEET; THENCE S60°35'34"W 155.07 FEET; THENCE S00°08'14"W 20.26 FEET; THENCE N89°55'43"W 473.97 FEET; THENCE N00°08'14"E 711.33 FEET; THENCE S89°51'46"E 90.00 FEET; THENCE S00°08'19"W 188.25 FEET TO THE SOUTHWEST CORNER OF PARCEL TAX ID 12-019-0122; THENCE ALONG THE LINES OF SAID PARCEL AND AN EXISTING FENCE THE FOLLOWING FOUR (4) COURSES: (1) S89°00'27"E 18.47 FEET; (2) S85°15'47"E 17.79 FEET; (3) N89°37'14"E 31.55 FEET; (4) N00°23'31"W 189.67 FEET TO A FENCE CORNER ALSO BEING THE SOUTHWEST CORNER OF PARCEL TAX ID 12-019-0011; THENCE S89°51'46"E 113.55 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL AND A FENCE TO THE SOUTHEAST CORNER OF SAID PARCEL AND A FENCE CORNER; THENCE N01°34'33"W 141.56 FEET ALONG THE EASTERLY LINE OF SAID PARCEL AND A FENCE, AND PROJECTION THEREOF, TO THE POINT OF BEGINNING.

CONTAINING 461,948 SQUARE FEET OR 10.605 ACRES, MORE OR LESS.

BASIS OF BEARINGS

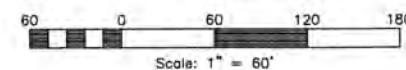
THE BASIS OF BEARINGS FOR THIS PLAT IS THE QUARTER SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S00°11'45"W

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE PROPERTY BOUNDARY ON THE GROUND FOR DEVELOPMENT. THE DEEDS WERE ROTATED TO THE SECTION LINE USING THE BASIS OF BEARINGS SHOWN HEREON AND MATCH REASONABLY WELL WITH FENCE LINES AS SHOWN HEREON. THE LOCATION OF THE D&RG RAILROAD RIGHT OF WAY WAS ESTABLISHED BY THE OLD RIGHT OF WAY FENCES AND CORROBORATED BY PHASE 2 OF AUTUMN RIDGE SUB AND A FOCUS ENGINEERING RECORD OF SURVEY. THE EAST LINE OF PARCEL 12-019-0011 WAS PLACED ALONG AN OLD FENCE LINE, USING BOUNDARY BY ACQUIESCENCE, SO AS TO NOT DISTURB OCCUPATION. A BOUNDARY LINE AGREEMENT ALONG THIS LINE WOULD FACILITATE RECORDATION OF A FUTURE SUBDIVISION PLAT.

Legend

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



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT
C1	120.00	68.39	68.41	S18°08'16"E	33°07'27"	35.69
C2	180.00	75.85	73.33	S87°03'12"W	23°30'23"	37.45
C3	180.00	35.38	35.32	S84°28'15"W	11°15'40"	17.75
C4	120.00	172.83	21.70	S72°41'02"W	34°48'03"	37.57
C5	70.00	75.58	69.37	N29°50'25"E	59°24'22"	39.93
C6	180.00	60.59	60.31	S11°13'09"E	19°17'13"	30.59
C7	180.00	94.17	93.10	N74°52'26"W	90°19'38"	29.16
C8	120.00	62.78	62.07	S74°52'26"W	29°58'56"	32.13
C9	130.00	37.74	37.61	S08°27'16"W	16°38'03"	19.00
C10	150.00	86.72	85.52	N18°08'16"W	33°07'27"	44.61
C11	150.00	111.11	11.11	N32°34'42"E	4°14'36"	5.59
C12	150.00	75.61	74.61	N16°03'58"W	28°52'52"	38.63
C13	150.00	91.02	89.63	S72°41'02"W	34°48'03"	46.98
C14	100.00	103.68	99.10	N29°50'25"E	59°24'22"	57.05
C15	100.00	92.32	51.72	N15°07'32"E	29°58'56"	26.77
C16	100.00	134.13	33.96	N69°45'59"E	19°33'13"	17.23
C17	150.00	78.48	77.59	N74°52'26"W	29°58'56"	40.16

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°00'27"E	18.47
L2	S85°15'47"E	17.79
L3	N89°37'14"E	31.55
L4	S00°08'14"W	20.26
L5	S89°51'46"E	90.00
L6	N00°23'31"W	189.67



CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. (FOUND BRASS CAP MONUMENT)

DEVELOPER:
DOUG AND JASON HAMBLIN
HAMBLIN INVESTMENTS
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 THE "OFFICE OF THE CITY ENGINEER" HAS EXAMINED THE FOREGOING PLAT AND IN OUR OPINION THE INFORMATION CONVEYED HEREWIT, COMPLIES WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF CLEARFIELD CITY.

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

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 HAMBLIN ESTATES SUBDIVISION 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



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 HAMBLIN ESTATES SUBDIVISION, 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 AND ALSO DO GRANT AND DEDICATE TO CLEARFIELD CITY "PARCEL A" AS OPEN SPACE AND ALSO GRANT AND DEDICATE "PARCEL B" TO CLEARFIELD CITY AS A DETENTION BASIN TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS ____ DAY OF _____, 20____

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, _____

PROJECT INFORMATION

Surveyor: T. HATCH Project Name: HAMBLIN ESTATES SUB
Drafter: A. INARNIT Number: 3442-A51
Begin Date: 12/17/2019 Scale: 1"=60'
Revision: _____
Checked: _____

DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY



Project Narrative/Notes/Revisions

1. 12/23/19 CK – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

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

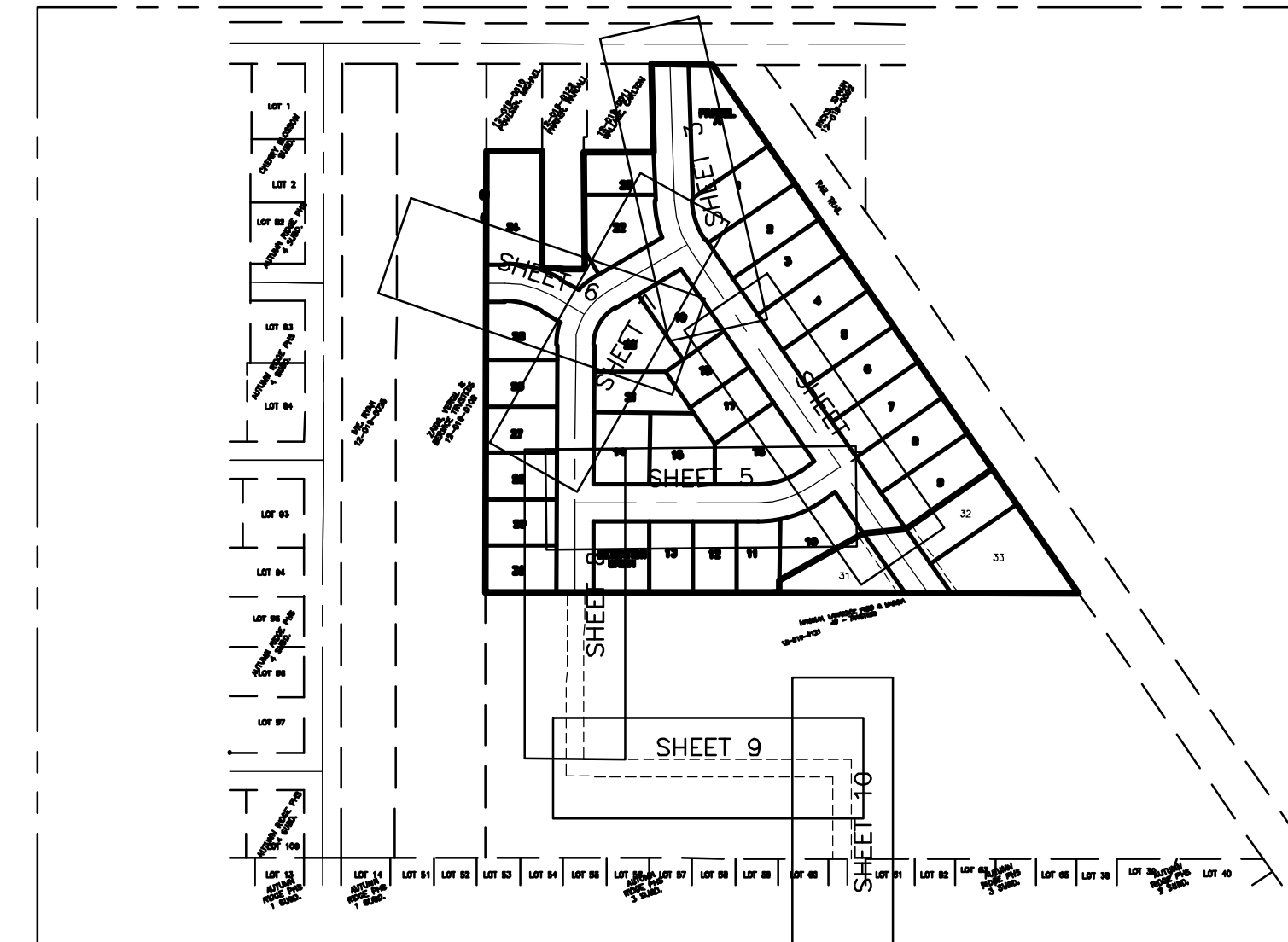
Hamblin Estates Subdivision Improvement Plans

CLEARFIELD CITY, DAVIS COUNTY, UTAH
DECEMBER 2019

300 North Street



Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Notes/Legend/Street Cross-Section
- Sheet 3 - Street A - 5+00.00 - 9+50.00
- Sheet 4 - Street A - 9+80.00 - 14+30.00
- Sheet 5 - Street B - 15+50.00 - 20+50.00
- Sheet 6 - Street D - 25+00.00 - 27+00.00
- Sheet 7 - Street C - 20+50.00 - 25+32.00
- Sheet 8 - Street C - 25+32.00 - 30+12.00
- Sheet 9 - Street C - 30+12.00 - 34+92.00
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- Sheet 14 - Storm Water Pollution Prevention Plan Exhibit
- Sheet 15 - Storm Water Pollution Prevention Plan Details



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
Hamblin Investments
P.O. Box 625
Roy, Utah, 84067
PH: (801) 725-3782

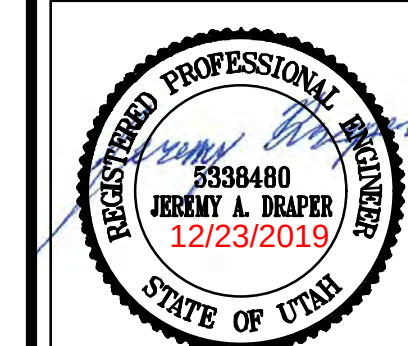
Project Contact:

Project Manager: Chris Cave
Project Engineer: Jeremy Draper



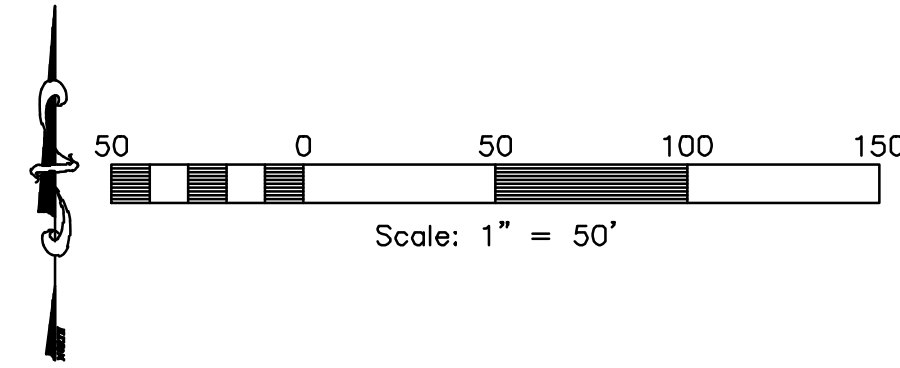
REVISIONS	DESCRIPTION
DATE	

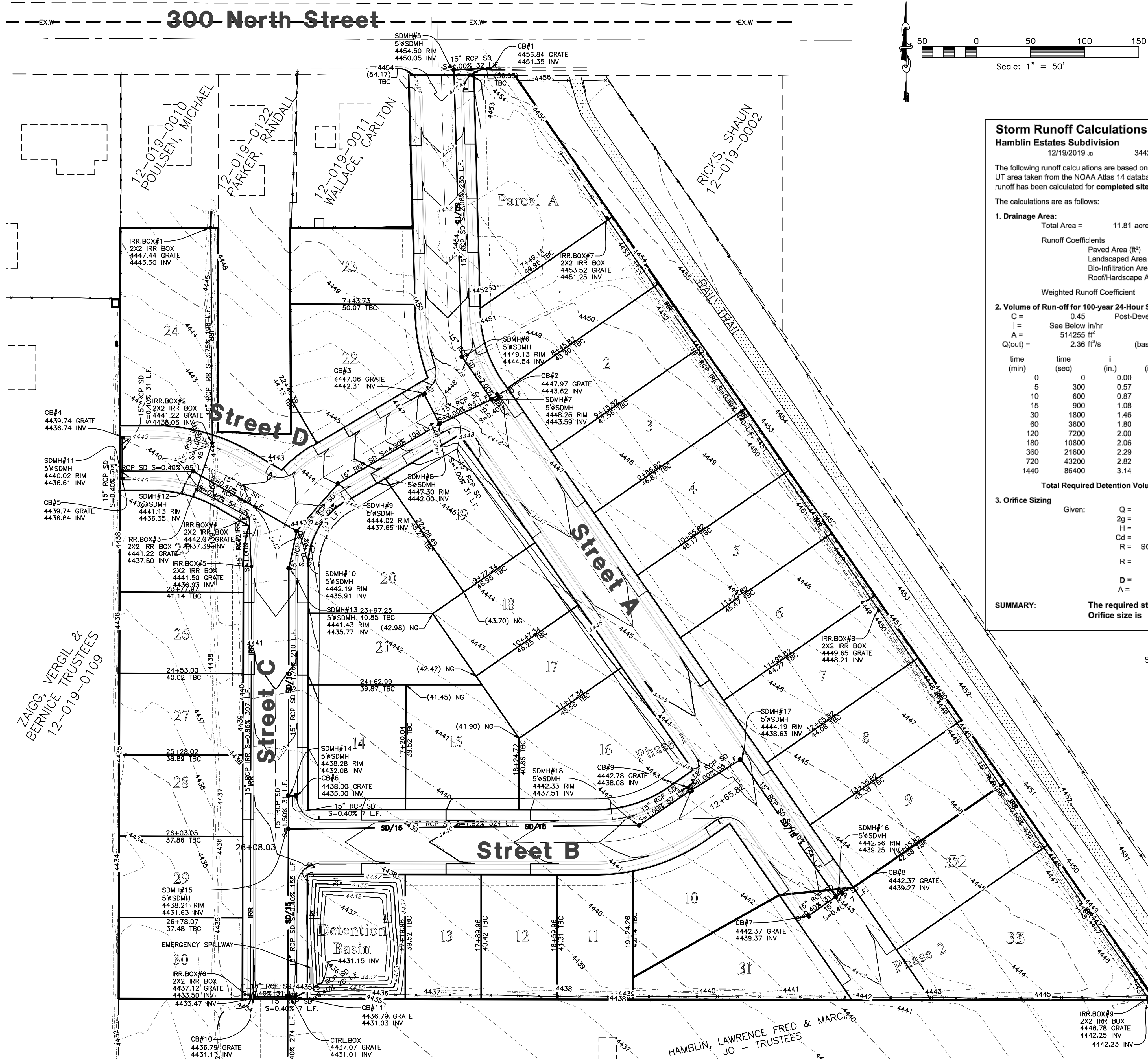
Hamblin Estates Subdivision
Phase 1
CLEARFIELD CITY, DAVIS COUNTY, UTAH
Cover/Index Sheet



Project Info.
Engineer:
JEREMY A. DRAPER, P.E.
Drafter:
C. KINGSLEY
Begin Date:
DECEMBER 2019
Name:
HAMBLIN ESTATES
SUBDIVISION
PHASE 1
Number: 3442-A51

Sheet
1
15
Sheets





ELEV	AREA (sq. ft.)	DEPT H (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)
4,431.150	0.01	N/A	N/A	0.00	N/A	0.00
4,432.000	4,167.15	0.850	1771.04	1771.04	1182.64	1182.64
4,433.000	5,081.14	1.000	4624.14	6395.19	4616.60	5799.24
4,434.000	6,062.75	1.000	5571.94	11967.13	5564.72	11363.97
4,435.000	7,108.09	1.000	6585.42	18552.55	6578.49	17942.46
4,436.000	8,224.85	1.000	7666.47	26219.02	7659.68	25602.15
4,436.075	8,310.68	0.075	620.08	26839.11	620.08	26222.23
4,437.000	9,651.63	0.925	8307.57	35146.67	8299.84	34522.06

Storm Runoff Calculations

Hamblin Estates Subdivision

12/19/2019 3442-A51

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for Clearfield, UT area taken from the NOAA Atlas 14 database, using a 100 year 24 hour storm for detention. Storm water runoff has been calculated for **completed site conditions**.

The calculations are as follows:

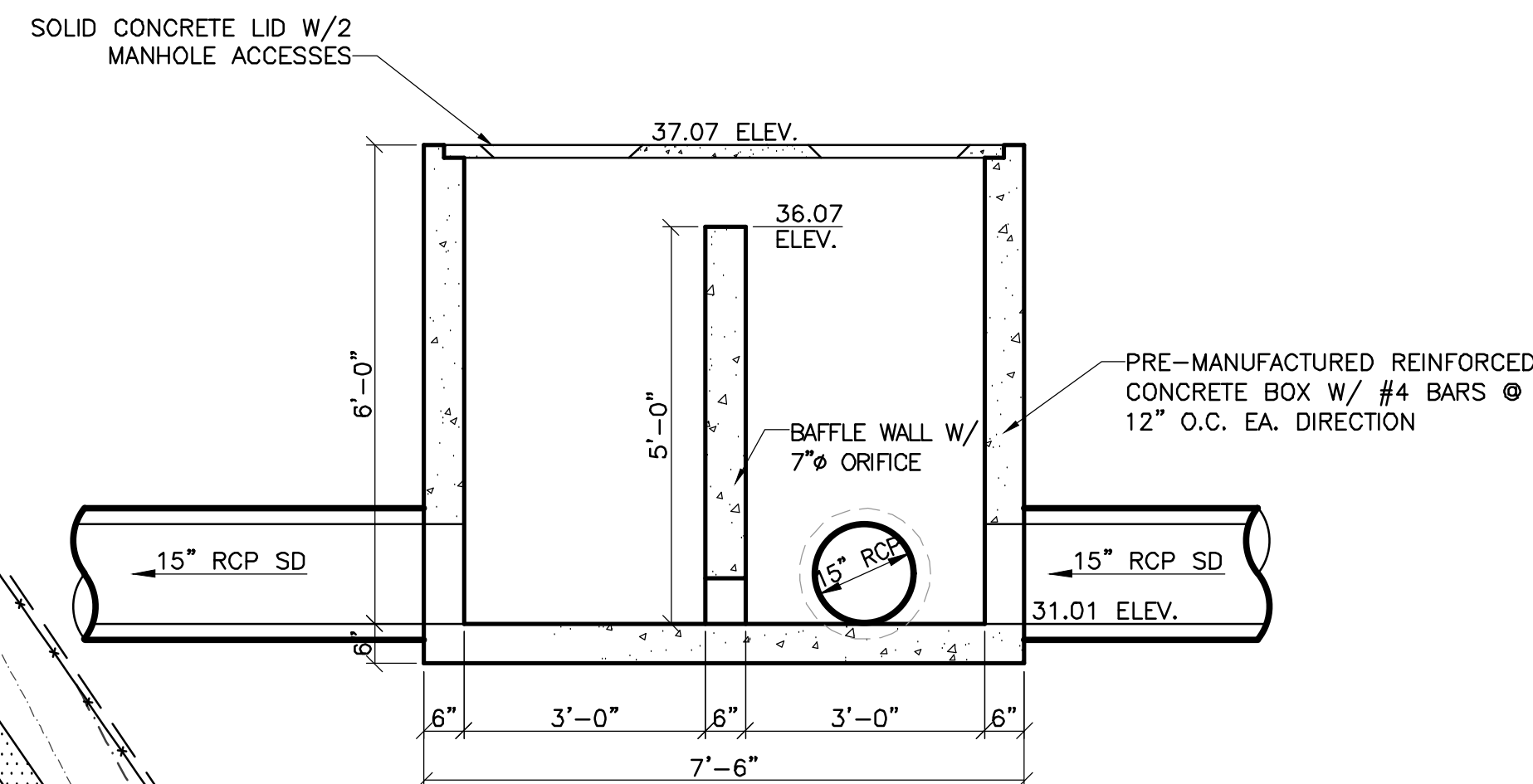
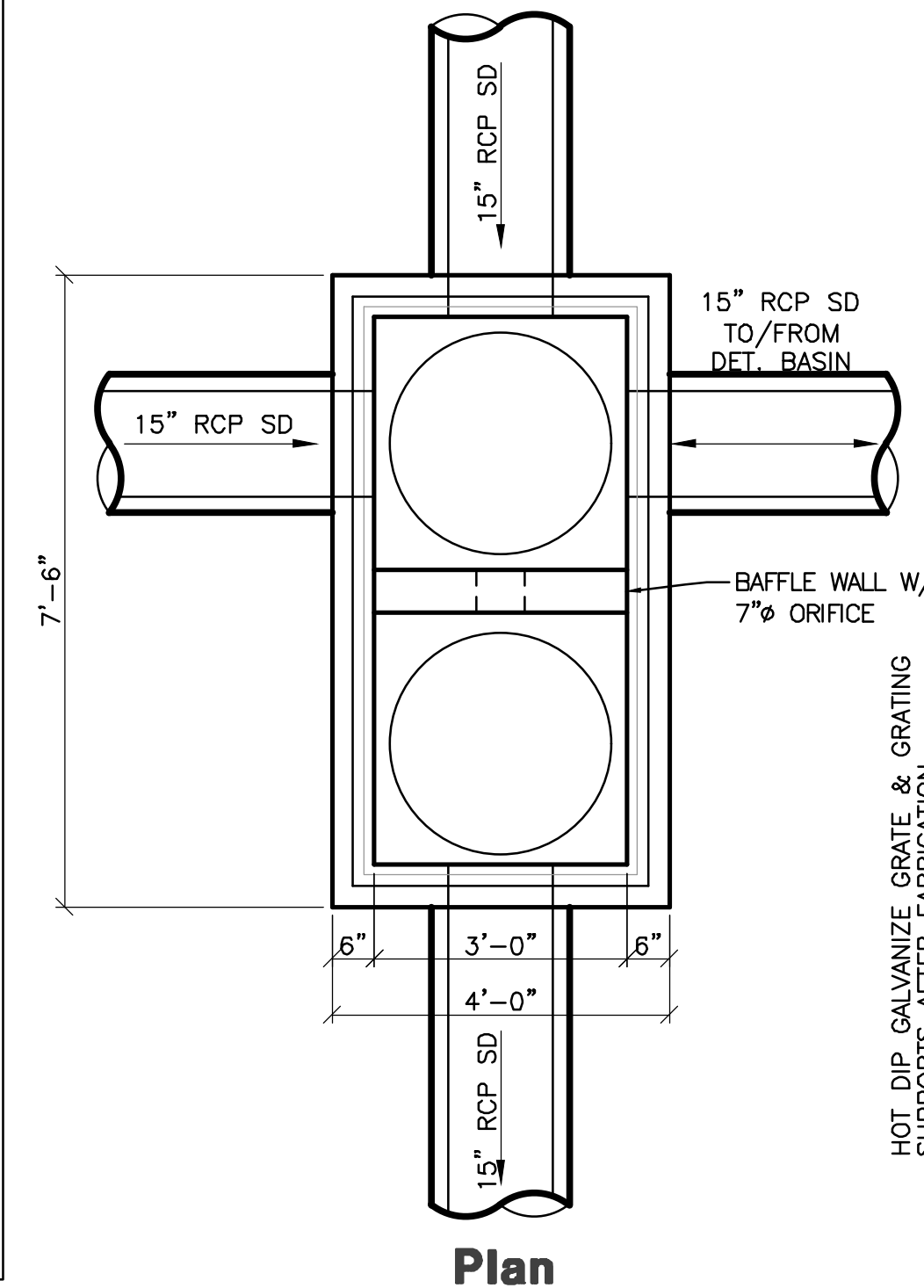
1. Drainage Area:	Total Area =	11.81 acre or	514,255 ft ²
Runoff Coefficients			
	Paved Area (ft ²)	100,260	C = 0.90
	Landscaped Area (ft ²)	331,495	C = 0.20
	Bio-Infiltration Area (ft ²)		C = 0.10
	Roof/Hardscape Area (ft ²)	82,500	C = 0.90
Weighted Runoff Coefficient			C = 0.45

2. Volume of Run-off for 100-year 24-Hour Storm Event:

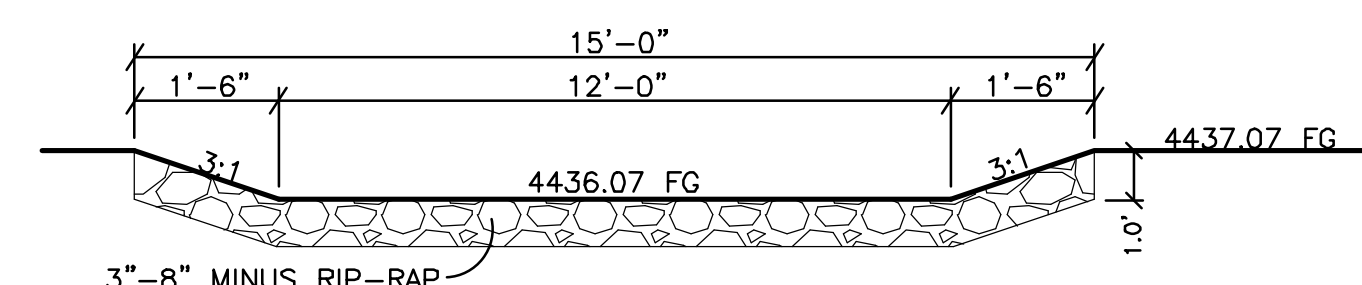
C =	0.45	Post-Development Allowed Flow:		0.20 cfs/acre			
I =	See Below in/hr						
A =	514255 ft ²						
Q(out) =	2.36 ft ³ /s	(based on allowed cfs/acre rate)					
time (min)	time (sec)	i (in.)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0.00	0.00	0.00	0.00
5	300	0.57	6.89	36.81	11042.34	708.34	10334.00
10	600	0.87	5.24	27.99	16795.90	1416.68	15379.22
15	900	1.08	4.33	23.13	20818.58	2125.02	18693.56
30	1800	1.46	2.92	15.60	28078.64	4250.04	23828.60
60	3600	1.80	1.80	9.62	34617.50	8500.09	26117.41
120	7200	2.00	1.00	5.34	38463.89	17000.18	21463.71
180	10800	2.06	0.69	3.67	39637.04	25500.27	14136.77
360	21600	2.29	0.38	2.04	44079.62	51000.53	-6920.91
720	43200	2.82	0.24	1.26	54234.09	102001.07	-47766.98
1440	86400	3.14	0.13	0.70	60465.24	204002.14	-143536.90

3. Orifice Sizing

Given:	Q =	2.36 cfs
	Zg =	64.4 ft/s ²
	H =	3.00 ft
	Cd =	0.62 for circular openings
	R =	SQRT(Q/p(Cd*(64.4"H)*0.5))
	R =	0.30 feet
	D =	3.54 inches
	A =	7.09 inches
	A =	39.45 inches ²
		0.2740 ft ²
SUMMARY:	The required storage volume is	26,117 cubic feet
	Orifice size is	7.09 inches



Section
Detention Basin Control Box
SCALE: 1" = 2'



Emergency Spillway
SCALE: NONE



REVISIONS	DESCRIPTION
DATE	

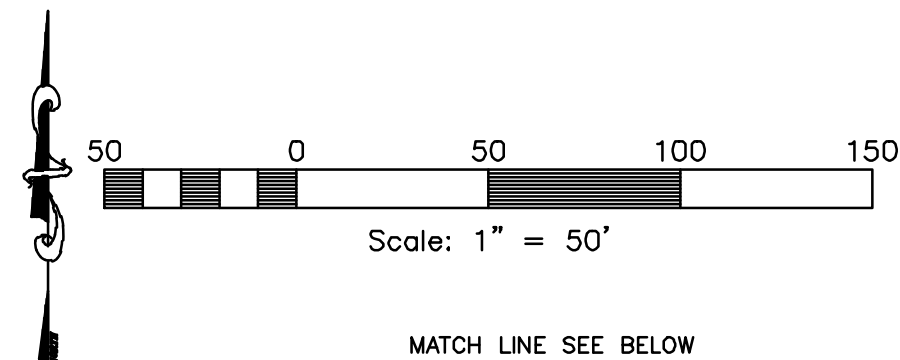
Hamblin Estates Subdivision Phase 1 CLEARFIELD CITY, DAVIS COUNTY, UTAH

Grading & Drainage Plan



Project Info.
Engineer: JEREMY A. DRAPER, P.E.
 Drafter: C. KINGSLEY
Begin Date: DECEMBER 2019
Name: HAMBLIN ESTATES
SUBDIVISION
PHASE 1
Number: 3442-A51

Sheet **15**
12 Sheets

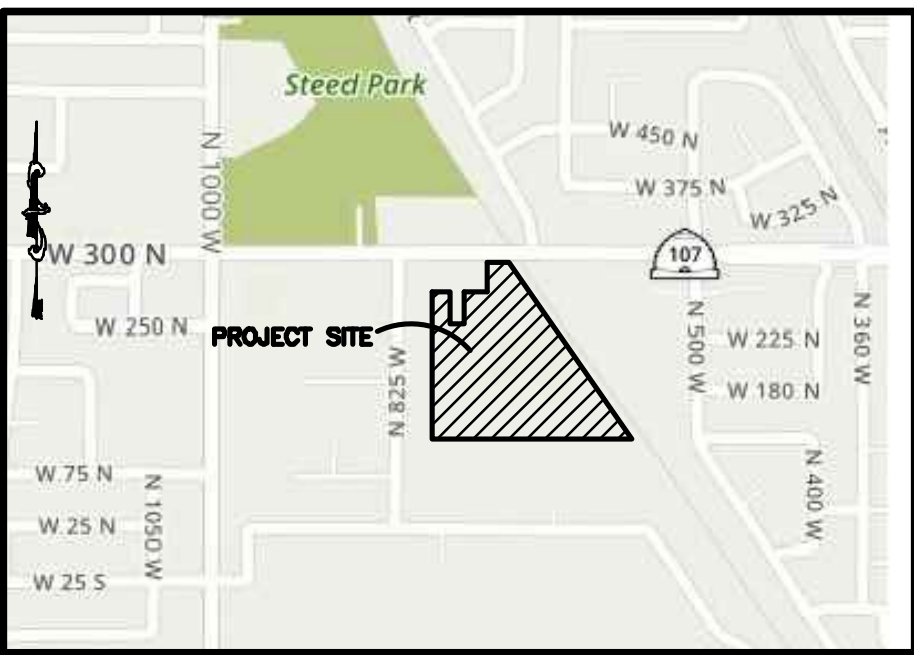
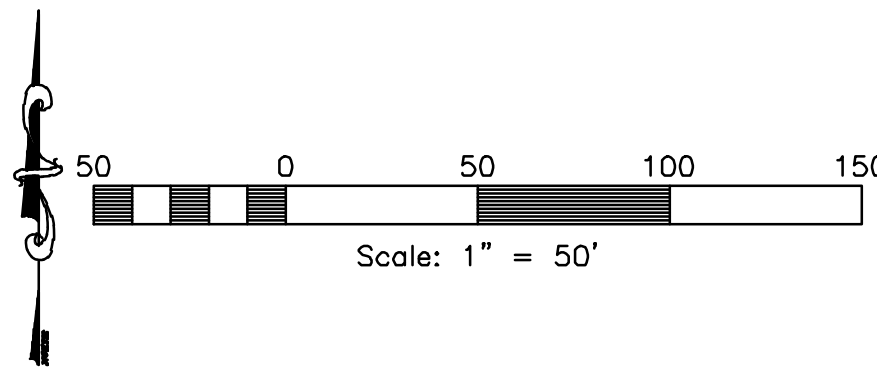


Hamblin Estates Subdivision
Storm Water Pollution Prevention Plan Exhibit

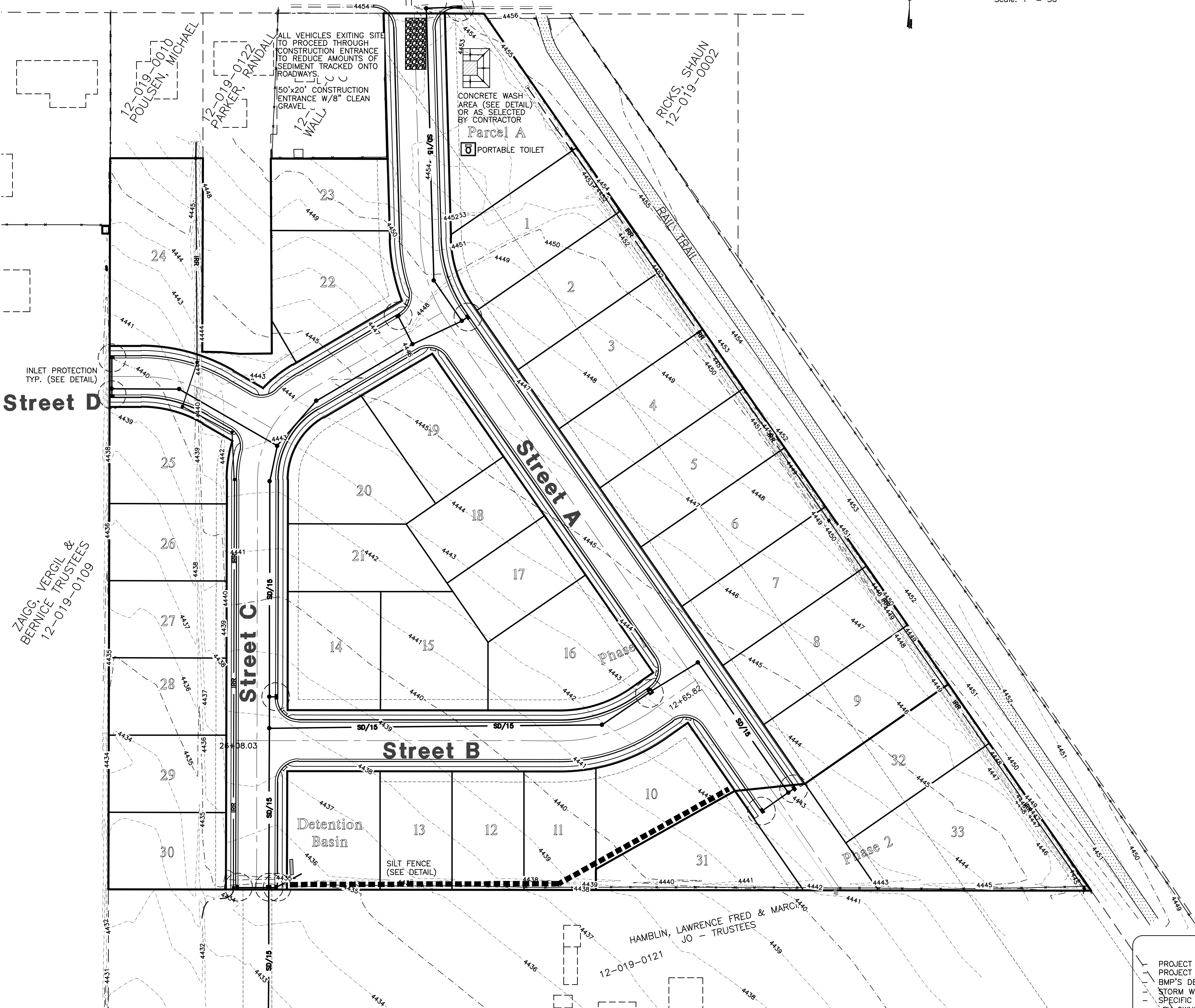
CLEARFIELD CITY, DAVIS COUNTY, UTAH
DECEMBER 2019

300 North Street

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



Vicinity Map
NOT TO SCALE

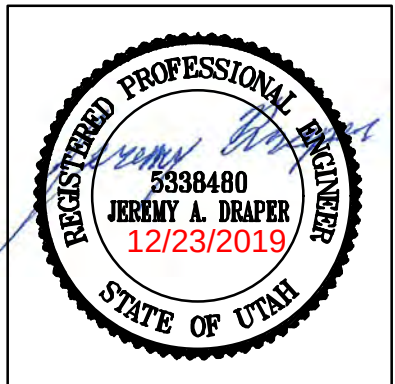


Construction Activity Schedule	
PROJECT LOCATION.....	CLEARFIELD CITY, DAVIS COUNTY, UTAH
PROJECT BEGINNING DATE.....	JANUARY 2020
BMP'S DEPLOYMENT DATE.....	JANUARY 2020
STORM WATER MANAGEMENT CONTACT / INSPECTOR.....	DOUG HAMBLIN (801) 725-3782
SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER	

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

REVISIONS	DESCRIPTION
DATE	

Hamblin Estates Subdivision
Phase 1
CLEARFIELD CITY, DAVIS COUNTY, UTAH
Storm Water Pollution
Prevention Plan Exhibit

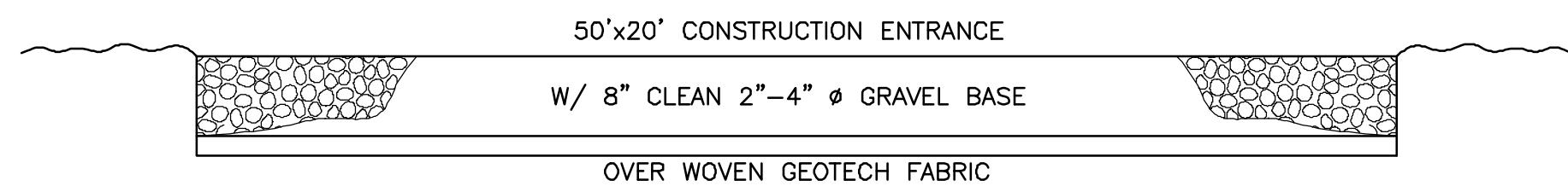


Project Info.	
Engineer:	JEREMY A. DRAPER, P.E.
Drafter:	C. KINGSLEY
Begin Date:	DECEMBER 2019
Name:	HAMBLIN ESTATES
SUBDIVISION	PHASE 1
Number:	3442-A51

Sheet	15
14	Sheets

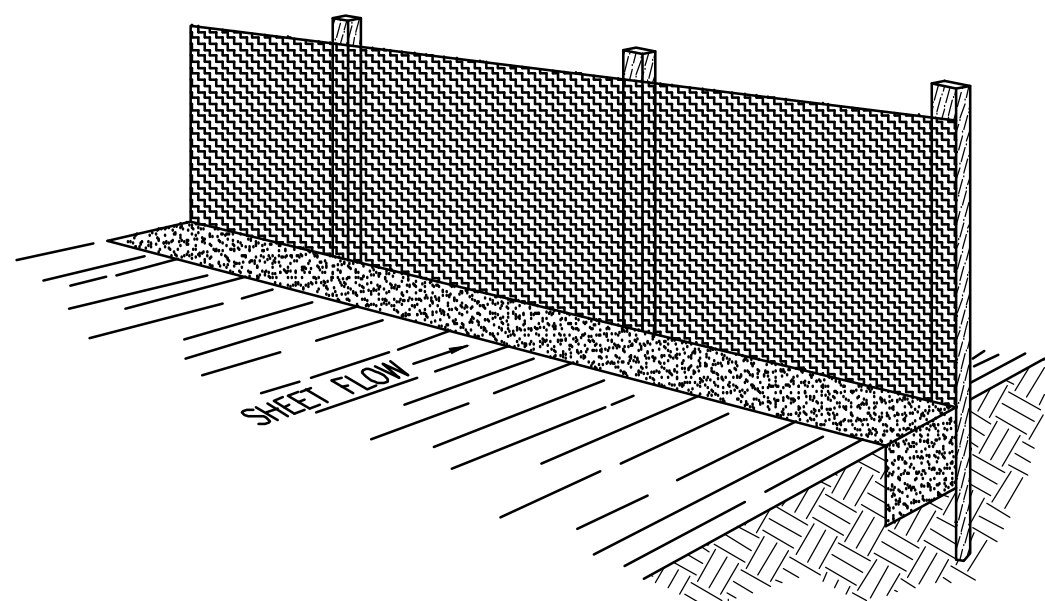
Notes:

- 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).
- Describe BMP's to eliminate/reduce contamination of storm water from:
 - Equipment / building / concrete wash areas:
To be performed in designated areas only and surrounded with silt fence barriers.
 - Soil contaminated by soil amendments:
If any contaminants are found or generated, contact environmental engineer and contacts listed.
 - Areas of contaminated soil:
If any contaminants are found or generated, contact environmental engineer and contacts listed.
 - Fueling area:
To be performed in designated areas only and surrounded with silt fence.
 - Vehicle maintenance areas:
To be performed in designated areas only and surrounded with silt fence.
 - Vehicle parking areas:
To be performed in designated areas only and surrounded with silt fence.
 - Equipment storage areas:
To be performed in designated areas only and surrounded with silt fence.
 - Materials storage areas:
To be performed in designated areas only and surrounded with silt fence.
 - Waste containment areas:
To be performed in designated areas only and surrounded with silt fence.
 - Service areas:
To be performed in designated areas only and surrounded with silt fence.
- BMP's for wind erosion:
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
- Construction Vehicles and Equipment:
 - 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.
 - 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 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.
 - 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.
- Spill Prevention and Control
 - 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.
 - 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.
- Post Roadway / Utility Construction
 - Maintain good housekeeping practices.
 - Enclose or cover building material storage areas.
 - Properly store materials such as paints and solvents.
 - Store dry and wet materials under cover, away from drainage areas.
 - Avoid mixing excess amounts of fresh concrete or cement on-site.
 - Perform washout of concrete trucks offsite or in designated areas only.
 - Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
 - Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
 - 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.
 - Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.
- Erosion Control Plan Notes
 - The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
 - 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.
 - Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
 - 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.
 - All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
 - 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.
 - 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.
 - The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.
 - Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
 - 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.
- Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
 - Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
 - Part II.D.4.C identifies the minimum inspection report requirements.
 - 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

SCALE: NONE



Perspective View

Figure 2

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.

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 by 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 about 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.

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

Figure 2:
Typical Silt Fence
Installation and Anchor
Trench Placement

Figure 3:
Typical Silt Fence
Installation and Anchor
Trench Placement

Figure 4:
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16 January 2020

Clearfield City
55 South State Street
Clearfield City, Utah 84015

Attn: Brad McIlrath, Senior Planner
Proj: **Hamblin Estates Subdivision**
Subj: Review #2

Dear Brad,

Attached is our review of the above referenced Subdivision Improvement Drawings for your consideration. The following comments are somewhat general until we get more detail drawings:

General Notes:

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

Plat

1. The description for the Plat does close within standard tolerances.
2. The Plat indicates that Parcel A – a “Open Space” and Parcel B – a “Detention Basin” are to be dedicated to the City. These dedications will need to be reviewed by the Public Works Department and City Administration as to if this will be acceptable and what requirements go with the dedication (Landscaping improvements, sprinkler systems, neighborhood park improvements, etc.).
3. There needs to be a 15-foot wide (minimum) culinary waterline easement extending from the southerly boundary of the proposed subdivision to the existing subdivision to the south. The new 8” diameter waterline will need to be installed within this waterline easement and connected with the waterline in the neighboring subdivision.

4. There needs to be a utility easement (minimum 15-foot wide) created for the Sanitary Sewer, land drainage and the Storm Water piping leaving the subdivision and connecting with the southerly neighboring subdivision.
5. Easement for the irrigation piping also need to be placed on the Plat.
6. The Plat needs the following information added:
 - All streets need to be addressed with a number.
 - All lots need to be assigned addresses.
 - A 10-foot wide Public Utility Easement will need to be extended around the subdivision perimeter.
7. There is a small parcel of land between lots 22 and lot 24 which the property line between them should be moved westerly closer to the right-of-way corner of the road for better balance. A note needs to be placed on both lots that the frontage property along the City right-of-way must be maintained by the property owner to the individual neighboring property lines.

Improvement Drawings

1. A Geotechnical Report/Study will need to be submitted.
2. The service laterals for the structures being demolished must be removed and capped at the main utility pipeline. A note needs to be placed on the drawings with this requirement stated.
3. There are missing culinary water, land drainage and sanitary sewer laterals shown to be installed for each lot. All service laterals will need to be shown with details - i.e., materials, pipeline slope, typical distance location from property lines.
4. The culinary water connection on 300 North Street will need to be a hot tap connection – this needs to be indicated on the drawings.
5. At the intersection of 300 North Street a streetlight is warranted and should be shown on the improvement drawings. Streetlights are required at each intersection and nearest to a fire hydrant.
6. There are several fire hydrants which need the gate valve moved to the tee connection rather than mid-point or as a foot valve. Show the closest fire hydrant along 300 North Street.
7. Storm Drainage
 - The strength class of the storm water pipe needs to be shown on the drawings.
 - An over-flow spillway will need to be shown in plan-view extending to the curb & gutter.

- The detention basin will be required to have a 12" tall perimeter "free board" and the finish contours need to be shown.
 - The storm water calculations should be investigated at a 90-minute storm interval. Our calculations indicate that at a 90-minute interval the required detained storm water volume will be approximately 29,500 cubic feet of storage required. The shown site for the storm water basin appears to be too small for the required storage volume.
 - The basin floor will need to have a 1% drainage slope.
 - The inlet/outlet pipe will need a concrete structure built with a grate to keep small children & animals out of the piping.
 - The detention basin will need to be landscaped and irrigated – show design.
 - Following installation of all storm water storage facilities the Design Engineer must survey and certify to Clearfield City the capacity of storage provided.
 - The irrigation water system for the detention basin must be connected to the culinary water system utilizing a meter and a double-check ("RP") assembly testing connection and associated facilities.
 - The detention basin at the inlet/outlet will need to be shown in cross-section.
8. The various utilities must have the appropriate "utility name" on the manhole lids (Sewer, Water, Land Drain, Irrigation).
9. Details of all improvements to be constructed must be placed in the drawings and not only called as referenced.

Should you have any questions, feel free to contact our office.

Sincerely,

CEC, Civil Engineering Consultants, PLLC.

A handwritten signature in black ink, appearing to read 'N. Scott Nelson', with a stylized flourish at the end.

N. Scott Nelson, P.E., S.E.

City Engineer

Cc. Adam Favero, Public Works Director
Brad Wheeler, Street Superintendent
Kenny England, Utilities 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 / Developer

FROM: John Taylor / Fire Marshal

RE: Hamblin Estates

DATE: January 16, 2020

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. The submitted plans are considered approved as submitted once an application and review fee are submitted to our office. Attached to this letter is a copy of the plan review application.

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.

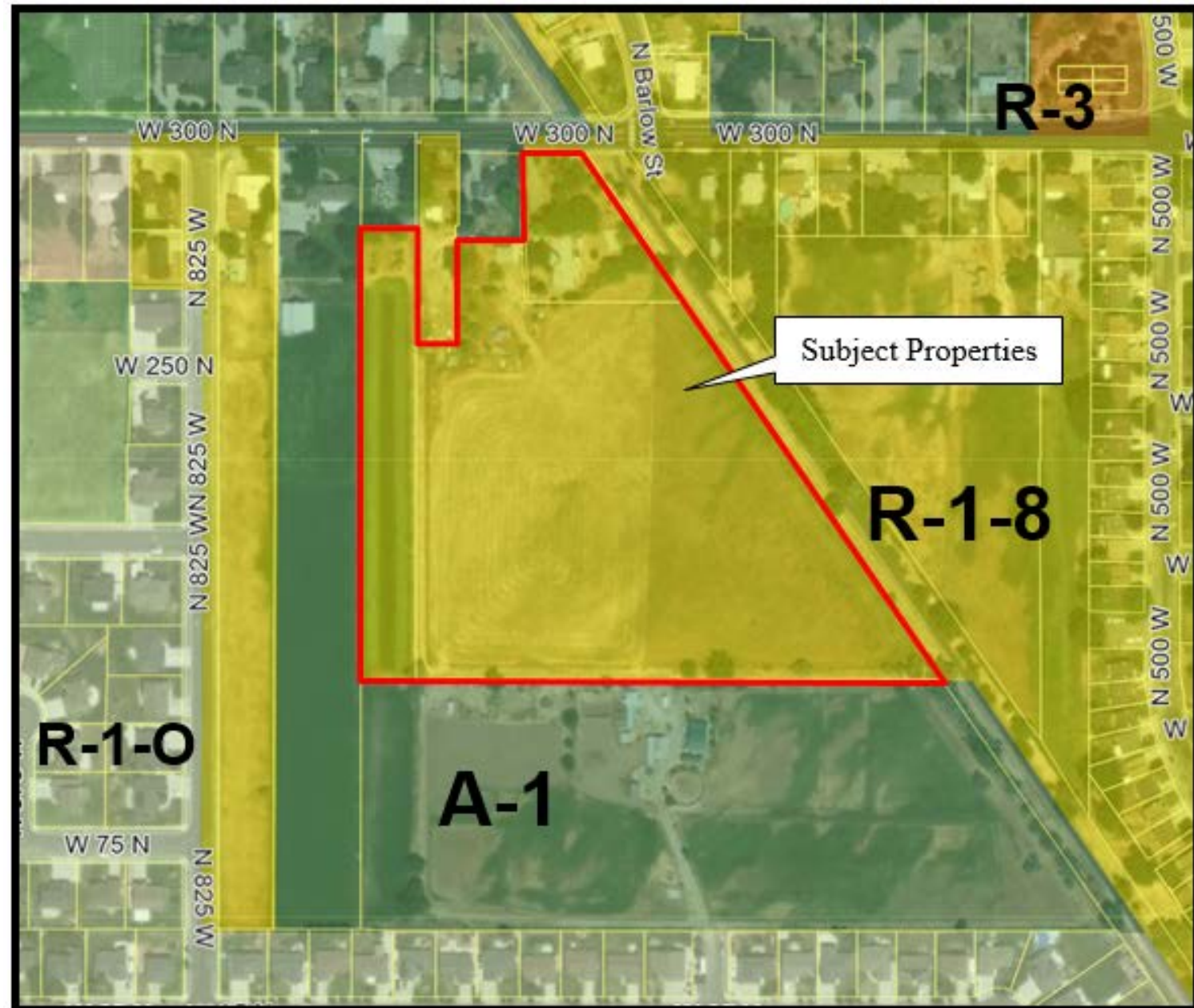
HAMBLIN ESTATES
Final Subdivision Plat, FSP 2019-120013



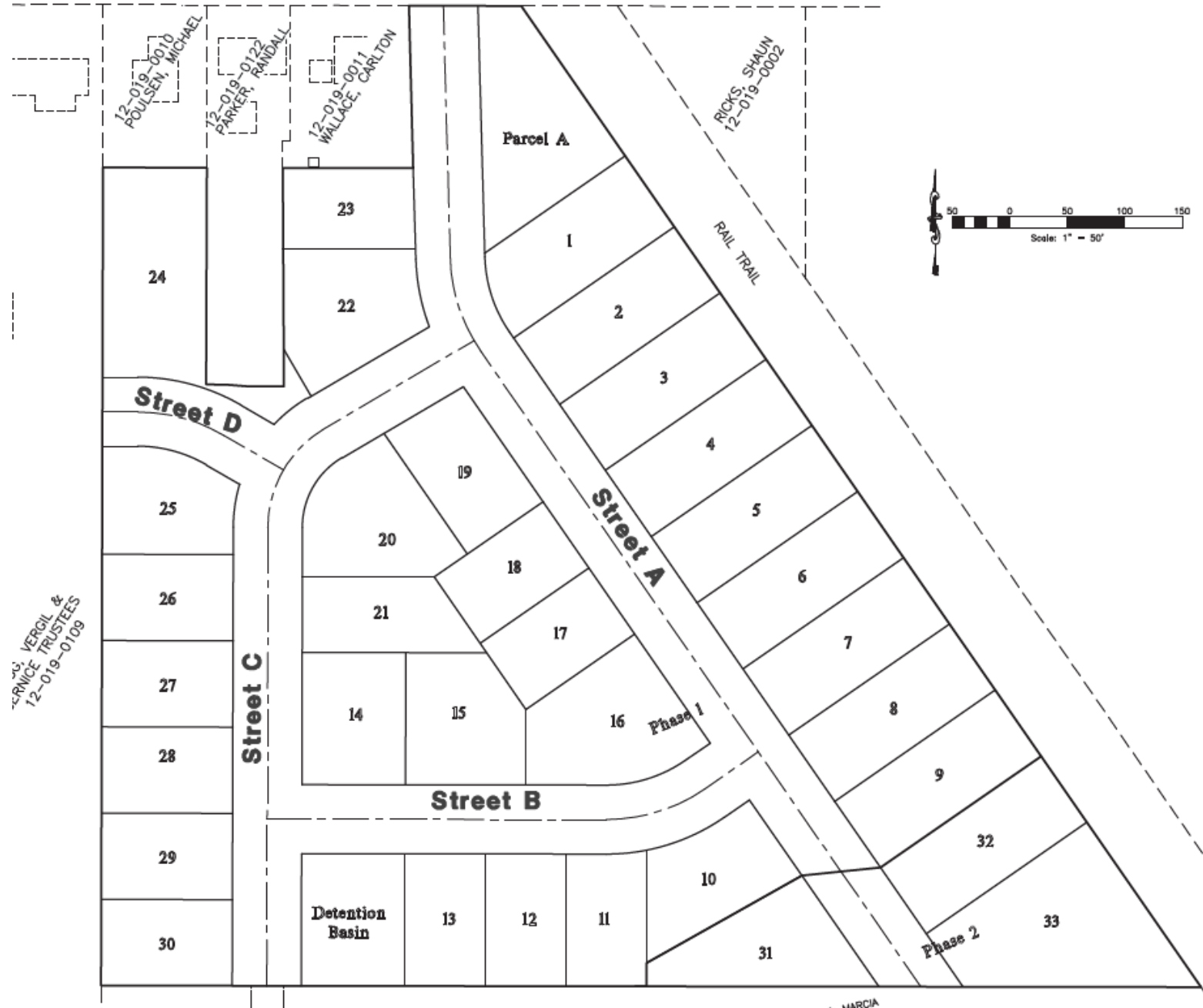
Background Information

- o All area is now zoned R-1-8.
- o 30 Lot single-family subdivision.
- o Access from 300 North with future accesses to the west and south of the subdivision.
- o A couple of lots need to be revised to meet minimum width standards (lots 21 & 11).
- o Street reconfiguration recommendation by staff.

Aerial Image & Zoning



300 North Street





Staff Recommendation – Final Plat

Staff recommends that the Planning Commission forward a recommendation of **approval** to the City Council for **FSP 2019-120013 as conditioned**, a final subdivision plat request by Jason Hamblin for the proposed 30-lot single-family subdivision for the subject properties located at approximately 741 West 300 North (TIN: 12-019-0121, 12-019-0030, & 12-019-0029). This recommendation is based on the 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 the resubmittal of the plat and plans for final land use approval.
- 2) The applicant shall submit a geotechnical report for review by the City Engineer for final land use approval.
- 3) The subdivision shall not exceed thirty (30) lots unless a secondary access that meets IFC standards is provided.
- 4) The future connection design at 250 North shall be redesigned to match the recommendation by City Staff as shown on the attached redesign plat.
- 5) All lots shall comply with the minimum width, frontage, area and setback standards of the R-1-8 zone. The plat shall be revised to fix the lots that need wider widths to meet the minimum standard.
- 6) 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.
- 7) 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: Brad McIlrath, Senior Planner
MEETING DATE: Tuesday, January 28, 2020
SUBJECT: Downtown Form-Based Code Update – Preparation for Adoption

RECOMMENDED ACTION

Staff is requesting the City Council provide any further changes as necessary to the code prior to the public hearing on February 11, 2020. Staff is seeking direction from the City Council as to whether or not to proceed with an application for the rezone of the properties that are proposed to be changed as part of the recommended update.

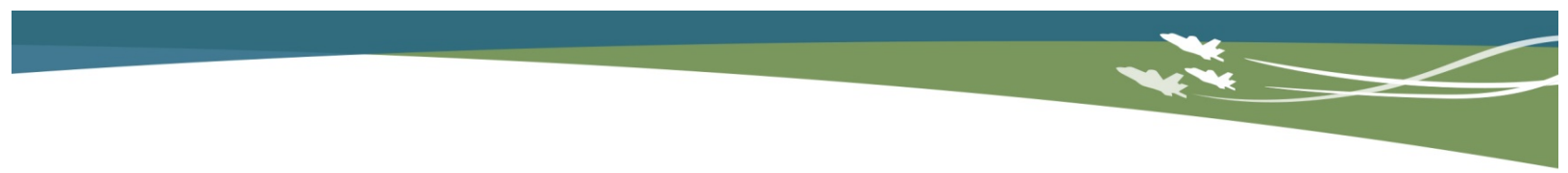
DESCRIPTION / BACKGROUND

The City Council reviewed the most recent code draft in a work session on January 7, 2020. On January 14, 2020 the City Council tabled the public hearing to February 11, 2020 to allow staff and the consultant to finalize the document prior to the public hearing for adoption. The review of the final updates and changes are reviewed in the following section.

REVIEW OF CHANGES

The following are changes that will be reflected in the final draft that are different from previous proposed standards.

- ***Balcony Standards*** – Based upon analysis of balcony sizes for urban multi-family developments, it was determined that the minimum size of balconies should be determined on the number of bedrooms in each residential unit. Not all residential units are required to have a balcony and the code standard of a minimum of 40% of units provided with balconies remains unchanged. The code has been modified to require a minimum depth of five feet (5') for all balconies. One (1) bedroom units are required to have a minimum balcony square footage of forty (40) square feet. An additional ten (10) square feet are required for each additional bedroom with a maximum allowable square footage of seventy five (75) square feet.
- ***Tree Grates*** – Staff have proposed a specific tree grate design as found in Appendix A. To provide more surface and soil area for the street trees to grow, the consultant staff have

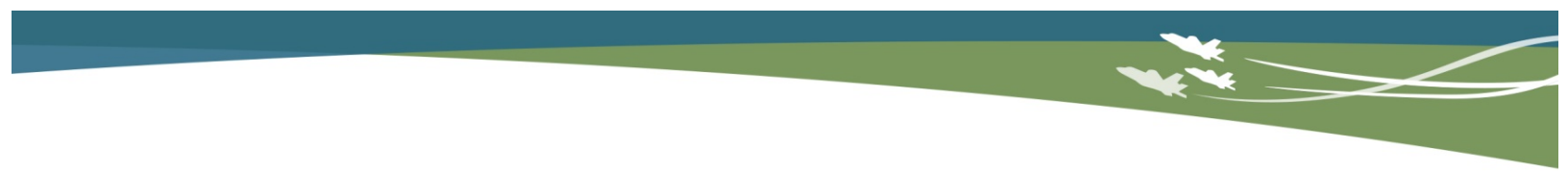


updated the streetscape design for the urban core of State Street as found in Appendix A. Staff requests the City Council's direction on the use of tree grates versus a planter area without a tree grate. Based on information provided by the consultant landscape architects regarding the longevity and health of street trees in urban environments, the option to proceed without a tree grate could be more advantageous. Tree grates can limit the growth of street trees in comparison to those in planters that do not include tree grates. If the option to not have tree grates is selected, then the type of surface material (mulch, decorative rock, or turf) would need to be selected. If a tree grate is used, the consultant recommends the use of structural soil or structural cells under the planter and sidewalk be used to provide for the health growth and expansion of the street tree root system that can otherwise be limited with tree grates.

- **Appendix A: Specification Standards** – Appendix A has been provided with the design standards for street lights, benches, trash receptacles, bollards, tree grates, and the urban core arterial streetscape design.
- **Civic Open Space Standards** – Staff and the consultant have been working to identify the best process to calculate and assess a fee-in-lieu of open space for developments that are under five (5) acres in size. Clearfield has a level of service of 2.29 acres of open space for every 1,000 residents. This is supported by the current impact fee of \$1,441.00. Any increase in that fee or a similar fee (such as a fee-in-lieu) to increase the level of service could result in an approach that is contrary to the governing laws for this process.

Any development that is under 5 acres in size, will be assessed the regular impact fee of \$1,441.00 for each multi-family residential unit constructed. This is in line with the current level of service of 2.29 acres per 1,000 residents. For any development 5 acres or greater, 5% of the development land will be required to be developed as open space and dedicated to the City for public use and long term maintenance. Any open space created by this size of development will be required to provide an open space that is consistent with the open space types outlined in chapter 8 of the form-based code. The majority of the open space types require a minimum acreage of 0.25 acres and 5% of 5 acres is 0.25 acres. If a development provides additional area greater than the 0.25 acres that can be accepted up to the maximum size of the open space type being developed.

There are three open space types that require a larger area than 0.25 acres (commons, park, and parkway). These can be identified for areas in and around the downtown for development by Community Services staff. It is unlikely that these open space types will be used, as there is currently large parks and open spaces within close proximity of the downtown area (Fisher Park, Kawanis Park, Bicentennial Park, and the Denver and Rio Grande Rail Trail). The option



to provide land-in-lieu of open space will continue to be an option for the development community.

REZONE OF PARCELS

Based upon the completion of these items, staff recommends that the process for the zone change of the necessary properties commence with a public hearing as soon as possible. This will align the zoning with the updated code and ensure that there is not a significant time lapse between the adoption of the regulations and the zoning to coincide with those regulations. Staff would like to begin the process as soon as possible. The recommendation to proceed with the rezone of properties is contingent on the acceptance and approval of the proposed changes of the regulating plan of the FBC. If the City Council agrees with the proposed changes to the map staff is proposing we proceed with the required process, which would commence with a public hearing with the Planning Commission on February 19, 2020 and final action to be taken by the City Council in accordance with all required noticing.

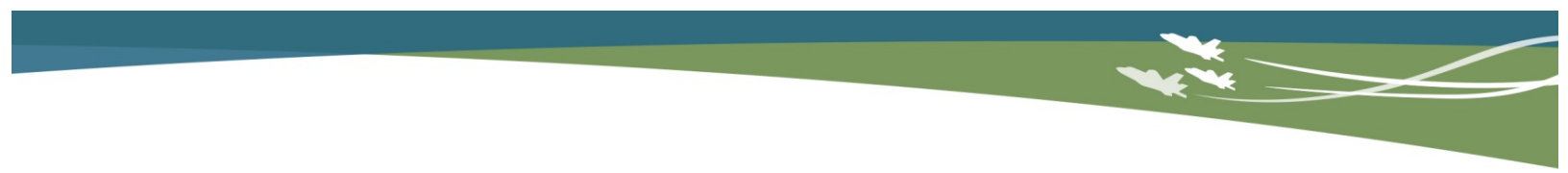
CORRESPONDING POLICY PRIORITY (IES)

The update of the Downtown Clearfield Form-Based Code (FBC) addresses the Policy Priority of *Improving Clearfield's Image, Livability, and Economy* in the following ways.

- The use of and update of the FBC encourages high quality economic development with increased development standards and a mix of residential and commercial uses to create a livable and walkable downtown.
- The FBC update will encourage beautification of the downtown with a clear design of the streetscape for State/Main Street and 700 South. As part of this design, specific design elements such as street lighting standards, benches, trash receptacles, street trees and grates, and other street furniture will be identified. Standards will be provided for all other streets within the downtown and will be encouraged as a connection of the downtown to the Clearfield Station site.
- The FBC update will contribute to community pride and investment by creating a downtown where people can live, work, and play. The update will provide a clear development vision with community open spaces that tie into new development and existing recreational spaces.

The update meets the Policy Priority of *Providing Quality Municipal Services* in the following ways.

- The FBC update is fueled by continuous improvement and the goal to be innovative in the ways the City develops and attracts redevelopment.

- 
- The FBC update will build on conversations and collaboration with UDOT to provide a streetscape that is welcoming for cars, transit, bikes, and pedestrians.

SCHEDULE / TIME CONSTRAINTS

The final document and adoption of the changes is scheduled to take place at the February 11, 2020 policy session. Planning Staff anticipate that adoption of the code updates at that time and would like to schedule the public hearing for the necessary rezones to begin with the Planning Commission meeting on February 19, 2020.

LIST OF ATTACHMENTS

- Final Code Draft with Appendix A

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
December 10, 2019

City Building
55 South State Street
Clearfield City, Utah

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
	Adam Favero	Public Works Director
	Eric Howes	Community Services Director
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Trevor Cahoon	Communications Manager
	Nancy Dean	City Recorder
	Wendy Page	Deputy Recorder

VISITORS: Tom Hart – Kier Corporation, Kathryn Murray, Ruth Jones, Gordon Jones, Suzie Petheram – FFKR, Chris Uccardi

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

DISCUSSION ON THE AWARD OF PROPOSAL FOR THE DESIGN/BUILD PICKLEBALL COURTS PROJECT

Eric Howes, Community Services Director, reviewed the history of the proposed project and highlighted reasons why the target number of courts had changed from 8 to 16. He stated the Request for Proposal (RFP) inquired about 12 courts with a request to know what the cost difference would be for 16. Mr. Howes explained the responses to RFP and the reasons why they ended up being over budget. He then discussed advantages of how to incorporate the 16 courts into a new layout that would require less retaining walls, infill, better parking, and better lighting. He stated the RFPs for the new layout were still higher than expected and still close to \$800,000 for the project. He explained his reasons for asking for an increase to the budget which included:

- The City would have the only 16 court pickleball complex in the area.

- The project could be completed by next year with tournaments starting next fall.

JJ Allen, City Manager, asked Mr. Howes to review revenue versus expense for the tournament complex. Mr. Howes reviewed the proposed projections for revenue on holding tournaments with the Council. He expressed his opinion that the City would generate revenue of approximately \$160,000 annually from tournaments and the courts could potentially be paid off within six years. He also reviewed the PARAT tax revenue and how it could be used to pay for the complex. He added the pickleball courts were a good projects to utilize those revenues.

Councilmember Phipps inquired about the design for the tournament complex. Mr. Howes led a discussion about the layout and design and highlighted sidewalks and lighting. There was a discussion regarding parking around the proposed complex. Mayor Shepherd shared his concern about the logistics of having enough parking for pickleball tournaments happening at the same time as softball season. Mr. Howes said he definitely knew that parking would still be a concern, but the new layout would help with the issue. Councilmember Peterson wondered about the possibility of taking the parking to the sidewalk. She expressed her interest in the 16 courts to allow the City to hold tournaments. She also brought up the possibility of needing more restrooms to accommodate more patrons.

Mr. Howes added the RFP was for design and construction. He stated the biggest delay was that the next policy session that this project would be ready to discuss again would be in January.

Councilmember Thompson arrived at 6:30 p.m.

Mr. Howes stated the consideration for the item would be ready for the Council's consideration during policy session on January 14, 2020.

DISCUSSION ON AMENDMENTS TO THE FORM BASED CODE

Brad McIlrath, Senior Planner, explained the consultant Susie Petheram with FFKR and Tom Hart with Kier Management were present for the discussion. He indicated Mr. Hart managed properties in the downtown area so he would do his best to represent the concerns that had been expressed about the Form Based Code (FBC) amendments.

Ms. Petheram stated the discussion would include an overview of the streetscape standards and specifications as well as a review of the outline of chapters for the FBC. She explained those topics needing additional time could be discussed further after policy session.

Ms. Petheram reviewed and discussed the streetscape amenity standards, which included:

- A Mix of Uniformity and Variety
 - Uniformity
 - Street Lights
 - Benches (Urban Core)
 - Trash/Recycle Bins
 - Variety
 - Benches (side streets)

- Bike Racks
- Classic/Industrial Theme

Councilmember Bush wondered if the new library would be putting in bike racks and how the City would coordinate with them so those amenities fit the standards being discussed. Mayor Shepherd stated the library would build according to the City Code. Mr. McIlrath stated the library was not currently on that phase of the project yet.

Ms. Petheram continued the discussion regarding Streetscape Specifications/Design which included:

- Application
 - Districts
 - Street Type(s)
- Design Details
 - Standards for Elements
- Design Requirements
 - Standards for Width/Surfaces

Ms. Petheram also highlighted the Streetscape Specifications/Standards of planters and tree grates.

Councilmember Peterson inquired about the benefits of the bioswale design for planting trees and other planters. She voiced her concern regarding the maintenance of the planters and bioswale areas and putting too much strain on the City crews and staff to maintain more areas within the City and keeping up the beautification of said areas.

Mr. Howes stated if the value of the improvement was worth it there would be a cost for maintenance and upkeep, but if the Council felt the enhanced look outweighed that then the City would find ways to make it work. Mr. McIlrath stated it was important to note that Community Services and Public Works had been consulted for input on anything they felt had not been addressed from previous meetings. Mr. Howes felt everything had been accurately addressed. Councilmember Roper asked if snow piling up would damage some of the proposed planters/vegetation. Adam Favero, Public Works Director, expressed his opinion that it would be important to be cautious with excess snow and to look into salt tolerate plants because of plowing.

Councilmember Phipps asked if water usage was a consideration in the planning. Mr. Howes said the bioswale type of water use would be less than maintaining grass.

Ms. Petheram reviewed the outline for the eleven FBC Chapters.

Councilmember Phipps stated he was interested in seeing he proposed changes in relation to the FBC already in place for the City.

Councilmember Bush moved to adjourn the work session and reconvene in policy session at 6:55 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 8:45 p.m.

Mr. McIlrath explained there had been two versions of the FBC amendments with the agenda packet. He noted the Planning Commission reviewed the first version and the other version had some modifications but there were no content changes only updates with graphics. He indicated Ms. Petheram would review the proposed modifications of FBC in comparison to the current Code and highlight the changes that had been made.

Ms. Petheram explained the biggest changes regarded the placement of the content of the FBC. She discussed the possible placements of the uses chapter to make sure it had priority but also made the document user friendly. Mr. McIlrath asked when it came to the format did the Council have strong feelings on where the uses chapter should go. Mayor Shepherd and Councilmembers Peterson and Roper all felt like the uses chapter should come later in the document.

Ms. Petheram continued the discussion on changes made to the document and highlighted the street chapter. She stated the main changes included breaking out the streets and block networks and defining them.

Councilmember Phipps expressed his opinion that in general the newer version of the document was much more readable.

Ms. Petheram highlighted more changes to where chapters and subjects were moved in the new version to again allow for a more user-friendly document.

Councilmember Phipps asked for clarification on how the fee in lieu of open space would work. Mr. McIlrath reviewed the requirements for charging a fee in lieu of open space and how the funds received would then be used. Mayor Shepherd shared concerns on how to control the fee in lieu of open space with regards to also having open space requirements for developers with the proposed developments. Mr. McIlrath explained the proposed code was currently written that if a development were less than five acres it would be required to provide a fee in lieu, but if the development were greater than five acres the option was there for the developer to build something or pay the fee in lieu of providing the open space. Mr. McIlrath stated the fee in lieu requirements could be changed if the Council wanted them to be written differently.

Councilmember Phipps shared his desire to see the fee in lieu used to benefit a nearby amenity to the development so the money was then given back to the future residents in a closer amenity they would be more likely to use.

Ms. Petheram reviewed the remaining chapters and stated they were changed just to clarify the sub areas within each chapter, but the majority of the chapters remained the same.

Mr. Allen asked for properties that had changed designations to be pointed out. There then was a discussion about the changes to the zone districts. Councilmember Bush wondered what the

designation was for the area east of Mabey Pond. Mr. McIlrath stated it was designated Town Neighborhood Residential.

Councilmember Peterson asked Tom Hart, Kier Corporation, about his thoughts regarding the Kier properties and the changes being presented. Mr. Hart reviewed some of his concerns regarding part of Kier's property being down-zoned while another portion of it was planned to be up-zoned. He also shared his concerns regarding the proposed streets and the possibility of them increasing the speed at which people travel instead of creating the walkability that was desired. Mr. McIlrath shared information regarding the properties Mr. Hart had mentioned.

There was a discussion about current proposed zoning and what types of buildings and uses would be allowed in each zone. There was also a discussion about senior living and residential care and where those types of buildings would fit within the proposed zoning districts. The Council wanted to think more about the senior living buildings and where they would be allowed. Mayor Shepherd felt that he could see allowing 55 plus community type developments in the downtown area over assisted living centers.

Councilmember Peterson shared her desire to see some design that would act as a buffer and transition between FBC zones and existing neighborhoods. There was a discussion about how to better write the FBC to fulfill that buffering for the existing neighborhoods.

There was a discussion about the best use and zoning for the Kier Management property along 200 South and 300 East that included the following options:

Option A – leave Town Residential but change the Town Residential zone to allow Multi-family residential on primary streets, which would open up density.

Option B – extend the Urban Commerce zone that would allow townhome buildings.

Option C – allow Urban Residential but not on primary streets and write in standards.

The majority of the Council felt that option B would be the best fit. Councilmember Peterson felt she needed more time to think about the options.

A request was made to change the color code in the document for the Urban Core Commerce, as it was too close in color to the Urban Mixed.

Councilmember Thompson shared his concern about the mixed-use area having the possibility of allowing certain types of businesses closer to schools such as smoke and vape shops. Mr. McIlrath referred the Council to the retail uses section of the FBC that addressed Councilmember Thompson's concern.

Mr. McIlrath continued to review the zone and district changes.

Councilmember Peterson expressed her concern regarding certain zone changes and potential effects on property taxes for the existing neighborhood. She stated the possible negative tax effects would be a reason for her to be against some of the zone changes.

There was a review of the uses chapter highlighting the goal to create consistency in the terminology.

Councilmember Roper moved to adjourn at 10:00 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
December 17, 2019

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Tim Roper	Councilmember
	Karece Thompson	Councilmember
EXCUSED:	Kent Bush	Councilmember
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Braden Felix	City Engineer/Deputy PW Director
	Curtis Dickson	Community Services Deputy Dir.
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Trevor Cahoon	Communications Manager
	Nancy Dean	City Recorder
	Wendy Page	Deputy Recorder

Mayor Shepherd called the meeting to order at 7:53 p.m.

DISCUSSION ON AMENDMENTS TO THE FORM BASED CODE

Spencer Brimley, Community Development Director, mentioned a document had been sent to the Council prior to the meeting, which reviewed the substantive changes in the chapter-by-chapter synopsis. He noted the consultant, Susie Pethram, had created the document as an outline for the discussion. He explained chapters 1 through 4 of the Form Based Code (FBC) would not be discussed since those were covered during the work session meeting on December 10, 2019.

Brad McIlrath, Senior Planner, highlighted the amendments to the Form-Based Code (FBC). There was a discussion on the following amendments to the FBC:

- Chapter 5 – updated diagrams, Utah Department of Transportation (UDOT) Corridor Agreement, and streetscape design for the Urban Core zone

- Chapter 6 – updated tables, materials, and amenities, added frontage types, and Garden Court to the Town Residential Zone (TR),
- Chapter 7 – Differentiation of chapter intent/applicability for landscaped areas
- Chapter 8 – Fee-in-lieu of open space, covers on civic/public open spaces, clarified desirability of smaller open space types.
- Chapter 9 – updated table and clarified visitor parking
- Chapter 10 – Iconic sign example added
- Chapter 11 – Updated development agreement section

Councilmember Peterson referenced streetscape in chapter 5 and wondered if the Public Works department would allow streets and cul-de-sacs to go into a bioswale and what maintenance would be required. Mr. McIlrath responded the bioswale would not apply to the roads currently planned and designed in the FBC; however, the language had been added to the FBC document to cover the City if a design were to be proposed in the future. He also stated if the City added things into the City that required extra maintenance then it could also require additional staffing to maintain it. Mr. McIlrath stated he would look further at the bioswale issue. He suggested it might be better to stay with tree and grates on the main streets and look at bioswales in the private part areas of developments, which maintenance would be the responsibility of the owner. Mr. McIlrath continued to review the street design plans. He expressed his desire to have the smaller access roads private, which would make snow removal the responsibility of the owner.

Councilmember Phipps asked if there had been conversations with UDOT about the proposed landscaping plans and traffic flows and if it had approved them. Mr. McIlrath affirmed the City had worked with UDOT and highlighted what had been discussed with UDOT. Mr. Brimley stated the development of the amendments to the FBC document had taken longer than planned because the City did recognize the importance of negotiating corridor agreements with UDOT and the consultant had been good about working with staff to make sure the agreements complimented the FBC.

Councilmember Peterson referred to the design of bulb-outs on wider streets at intersections. Mr. McIlrath explained the bulb-outs made pedestrian crossings at intersections less hazardous and more clearly defined areas that allowed on-street parking. Councilmember Roper shared his concern regarding on-street parking. Mr. McIlrath stated the on-street parking would not be counted toward the parking that would be required for developments and the current City Code for winter parking would still apply so any development using on-street parking for extra cars would need to find other places to park during the winter. There was a discussion about the pros and cons of allowing on-street parking. JJ Allen, City Manager, stated parking on State Street could have a two-hour limit so it was geared more toward commercial uses or guest parking.

Councilmember Peterson referring to chapter 6 – Building Types, asked if the term ‘Garden Court’ was an industry standard title or if it could be changed. She expressed concern about it being confused for ‘garden style,’ which meant three story walk up. She commented a ‘garden style’ would likely not be appropriate for the downtown area. Mr. McIlrath stated he would look into what the industry standard was and get back to the Council.

Councilmember Peterson expressed concerns about the impact future developments in the downtown area might have on adjacent existing neighborhoods. She suggested establishing height and multi-layer tiered requirements that would act to buffer that impact. She suggested creating a table that would help developers understand tiered measurements.

There was a discussion on arbitrary language and strategies to help mitigate potential arguments in the future on building features. Regarding building features, Councilmember Peterson asked for clarification on how the FBC requirements would be enforced. Mr. McIlrath stated the enforcement would fall to him when he approved plans and then it would go to the building official for a building permit, which the senior planner would look over again before a building permit was issued. Councilmember Peterson suggested there be enough detail in the FBC to assist staff in enforcing quality building features. Mr. McIlrath commented he would visit with FFKR about how to establish those details more clearly.

There was also a discussion regarding outdoor space area requirements and what should be included in the measurements. There was a consensus to revisit the outdoor space requirements section in a future meeting. Mr. McIlrath also led a discussion about the requirements for the fee in lieu of creating civic open spaces on developments of five acres or less and how those accumulated fees might be used within the City. He commented he was still working with FFKR on how to create a fair calculation for the fee in lieu of open space and would need additional time. He stated that Utah Code also established limits when implementing fee in lieu in relation to already established impact fees. Councilmember Peterson liked the idea of concentrating where resources were used by creating larger open space areas with better amenities as opposed to multiple pocket type open spaces over a large geographical area.

Regarding chapter 9, Mr. McIlrath commented that the Planning Commission requested not to have tandem parking for multi-family parking and asked for the thoughts of the Council. The consensus was to add wording to the document that would allow tandem parking for those developments that provided dedicated driveways as part of townhome projects.

Councilmember Thompson questioned if the small signs were business friendly. Mr. McIlrath stated the standards were driven for the pedestrian side of things. He expressed his opinion that the size of business signs did not make or break a business. The consensus of the Council was that the sign standards were set for the pedestrian traffic and should work with the smaller signs. Councilmember Roper did not feel there would be a burden on businesses.

Mr. McIlrath asked the Council to email him any comments that were not discussed in the meeting by the end of the week so he could get the packet materials ready for the next meeting.

Councilmember Peterson moved to adjourn at 9:05 p.m., seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmember Peterson, Phipps, Roper, and Thompson. Voting NO – None. Councilmember Bush was not present for the vote.

CLEARFIELD CITY COUNCIL AND PLANNING COMMISSION
JOINT MEETING MINUTES
6:00 P.M. WORK SESSION
December 17, 2019

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Tim Roper	Councilmember
	Karece Thompson	Councilmember
EXCUSED:	Kent Bush	Councilmember
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Braden Felix	City Engineer/Deputy PW Director
	Curtis Dickson	Community Services Deputy Dir.
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Trevor Cahoon	Communications Manager
	Nancy Dean	City Recorder
	Wendy Page	Deputy Recorder

PLANNING COMMISSIONERS: David Bloomfield, Nicole Bigelow, Chris Uccardi, Eden Bush, Ruth Jones

VISITORS: Ken Shields – Hamilton Partners, Bruce Bingham – Hamilton Partners, Doug Thimm – Architectural Nexus, Inc., David Abraham – Architectural Nexus, Inc., Trevor Evans – Stack Real Estate, Andrew Bybee – Stack Real Estate, Nathan Ricks – Stack Real Estate, Roya Edwards, Isaac Edwards, Jordan Swain – Utah Transit Authority (UTA)

Mayor Shepherd called the meeting to order at 6:07 p.m.

PRESENTATION BY THE MASTER DEVELOPER AND DISCUSSION ON THE
PROPOSED MASTER PLAN FOR THE CLEARFIELD STATION DEVELOPMENT
LOCATED AT APPROXIMATELY 1250 SOUTH STATE STREET

JJ Allen, City Manager, explained that a year ago the Utah Transit Authority (UTA) selected the Clearfield Station site as one of the final three Transit Oriented Development (TOD) sites. Through a Request for Proposal (RFP) process, UTA and the City considered three proposals for developers of the site and the team of Stack and Hamilton Partners and Architectural Nexus were selected.

Nathan Ricks, Stack Real Estate, gave a summary about the company. He explained Stack Real Estate was primarily an office building developer. He stated the company had completed approximately fourteen office buildings in Lehi over the past few years. He explained the proposed project would be the company's first experience coming north. There were introductions made for the rest of the team attending the meeting. Those attending the meeting from Architectural Nexus also made introductions.

Mr. Allen asked each company to explain their roles in the development.

Bruce Bingham, Hamilton Partners, explained the Clearfield Station TOD site would be a significant development and Hamilton Partners' primary role would be to develop the multi-family product for the site as it had done in Sandy City.

Mr. Ricks with Stack Real Estate said the proposed Clearfield Station TOD site would be a transformative development for the City. Mayor Shepherd said he recently met with the Airport Authority, Inland Port Authority, Head of the Olympics Committee, and developers associated with the area around the point of the mountain in southern Salt Lake County. He asked the group how those development would benefit communities along the Wasatch Front that were outside of those immediate areas. He reported the response was all of the developments would create jobs and there were be a greater need for housing opportunities for employees along transit lines for better access to jobs. He stated he was told the Clearfield Station site would be a great benefit to the employment market.

Mr. Ricks reviewed the prior proposals by Thackeray Garn and Stadler Rail for development of the site. He said the real difference those site plans and the one being proposed by the current developer was that the proposed plan would be a true TOD development. He stated the City should see dense development around the site over time as had happened in other areas of the country. Stack and Hamilton believe TOD sites were the future with great real estate investments in the future. He explained that Joe Minacozy from Urban 3 had come to meet with Mayor Shepherd and stated the City needed to understand what the assets were and those assets were land based; therefore, the City was encouraged to be wise with development. Mr. Ricks said TOD sites needed to be dense to function and to provide long term sustainability. He discussed concerns if density was not part of the TOD site. Mr. Ricks said his team would only get one shot at getting the development right, so it wanted the development to be the most beneficial for the City and the team of developers.

Jordan Swain, UTA, showed the concept completed in 2019 by IBI when UTA collaborated with the City to imagine what the potential was for the site. He indicated IBI worked with UTA on the concept and emphasized the difference between what was previously intended. He stated the concept plan identified mainly office, residential and some retail uses on the site. He explained that the City had desired some recreational use that would assist in making the City a destination that was different than others. He stated the proposed plan was adopted in 2019 by the City and by UTA as the official Clearfield Station Area Plan which allowed for the TOD classification. He said UTA had since released an RFP looking for interested developers and Stack and Hamilton Partners had been determined to be the best choice for doing the project. He noted the company had an excellent record and delivered what it promised.

Mr. Ricks shared pictures of products developed by Stack and Hamilton in other areas of Utah. Mr. Bingham also showed projects completed by Hamilton Partners in the area.

Mr. Ricks reviewed the current proposal for the TOD. There was a discussion about the concept plan, bonding, infrastructure, risks, and roles of each entity in the development process, and opportunities for the Clearfield Station TOD site development. Mr. Ricks also discussed the tentative schedule for the TOD development and highlighted which aspects would be focused on first in the development. Doug Thimm, Architectural Nexus, Inc., highlighted the open spaces and other components of the project. He said the open space would offset the density.

Ken Shields, Hamilton Partners, stated the proposed development would start in the center of the property and develop the core of the project by creating the infrastructure needed for that area as well as creating infrastructure to support the rest of the proposed development.

Councilmember Phipps asked about a parking terrace for the rail stop. Mr. Ricks stated the development proposed different phases and with each phase different types of parking. He reviewed the proposed areas and parking that would be available with each aspect.

Councilmember Peterson asked to discuss the projected costs for the development and how it would affect the City. Mr. Bingham said the first thing the development needed was a road network, which was estimated to be around 10 million dollars. He suggested the City issue a bond to get the roadway and utility infrastructure done quickly and then the developer would start to create the vertical infrastructure. He stated once there were some office buildings and residential buildings on the property there would likely be a request for funding from the City for a parking structure because the risk would be reduced. He shared the funding process that Sandy City used for its TOD development, which utilized a Community Development Area (CDA). Mayor Shepherd stated the CDA for the proposed property was already in place. Councilmember Phipps expressed his opinion that the proposed project was a great way for the City to invest in its future.

Planning Commission Chair Uccardi asked what made the proposed TOD different from the past development plans that didn't end up materializing for the same site. Mayor Shepherd explained that the TOD development that was being presented was totally different from the other proposed developments. He continued that the Stadler project was a manufacturing project and the Thackery Garn project was not an ideal plan for the City as it was a lot of flex space which was

not the highest and best use for the land. Mr. Bingham explained that the facts were the station was there, Clearfield wanted improvement to its downtown, Stack Development and Hamilton Partners had experience in doing that type of quality development. He added the companies had a successful track record. Mayor Shepherd also pointed out that the proposed development was different than prior proposals because a developer had been handpicked and it was with collaboration between UTA and the City providing the best opportunity for a successful venture.

Planning Commission Chair Uccardi asked how the proposed development would compare to what Farmington had done. Mayor Shepherd stated the proposed TOD development would be nothing like what was currently in Farmington as that had never been planned to be a true TOD. He stated the biggest difference between the two sites was the rail, in that Farmington did not have housing near its rail site and Clearfield could truly have a walkable, transit adjacent development.

Councilmember Roper stated it was the true partnership that created his support for the proposed development.

Councilmember Peterson asked about transit plaza and who would bear the cost for it. Mr. Ricks stated the transit plaza and bus loop were projected to be funded through tax increment funding.

Mr. Allen stated the CDA did contemplate providing tax increment revenue for the construction of the future parking structures. He asked for clarification from Mr. Swain if UTA assumed that the transit plaza and bus loop would be included in the City's initial bond but owned, operated, and maintained by UTA. Mr. Swain affirmed that was correct. Mr. Allen acknowledged those were details that had not yet been sorted out.

Councilmember Thompson expressed his concerns regarding the bond and the impact a possible recession would have on the City's ability to repay the bond. He acknowledged higher density buildings were currently in high demand but a recession could have a negative impact on that condition. He commented he was excited for the project but wanted to make sure the City was protected. He expressed his hesitation in being able to repay the bond if the projected phases of the development did not end up performing as currently anticipated. Mr. Ricks said all cities had the same questions regarding the issuance of a bond for infrastructure. He stated it was one of the risk aspects for the project; if the development materialized as projected it would pay for itself and would be an investment in the City's future. He assured the Council that Stack and Hamilton had the right team for the project and was capable and had the resources necessary to create a successful development.

Councilmember Thompson wondered about a partnership with UTA regarding the costs for the construction of roads and utilities. Mr. Allen replied those aspects of the development were not currently part of the process.

Planning Commissioner Bigelow asked for clarification regarding which buildings would be built first and which ones would be on hold until the parking structure was addressed. Mr. Ricks explained that surface parking stalls could be in place for the first two office buildings but as other office building were built a parking structure would be needed.

Planning Commissioner Bigelow asked when parks would be constructed in the project. Mr. Ricks stated a park would be right up front as part of the Center Plaza. Summer Palmer, Assistant City Manager, said the park infrastructure was something the City was still working on regarding the look and feel so an actual park would be come later in the timetable than the Center Plaza.

Councilmember Thompson asked UTA how the City could get different ride share opportunities to the City to help reduce traffic. Mr. Swain said there were currently projects planned that would help provide a trail to connect to SR 193 and Antelope Drive that would provide easier access to the Freeport Center. Mr. Swain also offered suggestions for putting in more bike paths and sidewalks.

Mr. Allen reminded the Council that the CDA was already in place, the developers had provided the data to Lewis Young for the proposed concept plan. Lewis Young did an analysis of the plan. He also stated the developers' engineers were working on a rough estimate for the infrastructure costs and those numbers were in the works but the data was not ready for the meeting. He stated it appeared to him that the consensus seemed to be that the Council was okay to issue a bond for infrastructure improvements and get the super pads ready for development. Councilmember Thompson state he wanted to understand the risks better.

Mayor Shepherd asked for input on the concept from Youth Commissioner Bush. Mayor Shepherd explained that Youth Commissioner Bush was the Youth Ambassador on the Planning Commission. Youth Commissioner Bush stated she loved the proposed development and described the different aspects that stood out to her and why she felt they would be a great addition to the City.

Commissioner Bloomfield shared his concern regarding egress and ingress to the site in relation to the City development the roads and utilities. Mayor Shepherd stated that would be a challenge and the City had met with the Utah Department of Transportation (UDOT) and a plan for better access was in the works. Mr. Allen stated that the existing intersection was not ideal for access.

There was a discussion about the different possibilities that had been discussed to fix the current intersection for the Clearfield Station.

Councilmember Thompson moved to adjourn the joint meeting and reconvene in work session at 7:40 p.m., seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Peterson, Phipps, Roper, and Thompson. Voting NO – None. Councilmember Bush was not present for the vote.



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Curtis Dickson
MEETING DATE: January 28, 2020
SUBJECT: Award of Bid for the Computer Room Air Conditioning (CRAC) Unit

I. RECOMMENDED ACTION

Approve the Award of Bid for the replacement of the Computer Room Air Conditioning (CRAC) Unit at City Hall to A+ Mechanical for the bid amount of \$54,950 and approve funding for the project bid amount with contingency of \$10,050 for a total project cost of \$65,000; and authorize the Mayor's signature to any necessary documents.

DESCRIPTION / BACKGROUND

The City solicited bids for the replacement of the Computer Room Air Conditioning (CRAC) unit at City Hall. The unit is the original unit for City Hall from 1999 and is at the end of its service life. The CRAC unit is a specialized air conditioning unit designed for Computer room/server areas. This unit is the main source of cooling air for the buildings server room.

Staff solicited bids to replace the CRAC unit in December 2019. Eight companies provided bids for the replacement of the unit with bids ranging from \$54,950 to \$81,577. Staff is unsure why there is such a large difference between the low and high bids, but assumes it is due to difference in business models and labor costs, since most of the bidders recommended the same make and model to replace the existing CRAC unit. Additionally, staff has verified the equipment to ensure it met the required specifications presented in the request for bid and checked references. Staff is confident in the contractor's ability to perform the work outlined in the bid.

II. IMPACT

a. FISCAL

The FY 2020 budget has \$120,000 budgeted for the replacement of the City Hall UPS unit.

b. OPERATIONS / SERVICE DELIVERY

The CRAC unit helps ensure the server room area stays at an optimal temperature so that the City's servers do not over heat and fail. Without this unit, the City runs the risk of having the server room be too hot due to the heat produced by the servers and the ambient temperature of City Hall. With the server room being too hot this can shorten the life span of the servers and cause them to malfunction. If the servers due malfunction to to over heating, the City runs the risk of losing data that is stored on the servers.

III. ALTERNATIVES

Alternatives would be to continue to use the current CRAC system until it fails and replace the unit at that time. The server room would be without AC for 4 to 6 weeks while staff tried to procure another unit suitable for the server room area of the building.

IV. SCHEDULE / TIME CONSTRAINTS

Since this item is already approved in the FY 2020 budget and is below the approved budgeted amount, staff will move forward with contracts following the award of bid. After contracts are approved and signed, the unit will be ordered with an approximate four week lead time. Once the new unit arrives, the old unit will be removed, the new unit will be installed, tested and started up for operation. It is projected to have the new unit up and fully functional by the end of March 2020

V. LIST OF ATTACHMENTS

City Hall CRAC Unit Replacement Project Bid Tabulation Sheet

City Hall CRAC Unit Replacement Project Bid Tabulation Sheet

2019B-16 Clearfield City Computer Room Air Conditioner Project

CLEA202010376

Type: **Invitation for Bid**
Event Status: **Under Evaluation**

Settings and Content >

Evaluations ▾

Vendor Responses

Tools >

Vendor Responses

Event Actions ▾ | History | ?

Evaluation Actions ▾

🌐 Vendor Responded to the Public Event

626 Invited Vendors

Evaluate Selected Responses

< >

Page 1 of 7

1-100 of 626 Results

100 Per Page ▾

Progress ▲	Response % Complete ▲	Vendor Name ▲	Total Bid ▲		
Submitted	100%	Archer Mechannical & Maintenance Contractors ⓘ	57,799.00 USD	View Response ▾	☐
Submitted	100%	Commercial Mechanical Systems & Services Inc. ⓘ	62,234.00 USD	View Response ▾	☐
Submitted	100%	Fix & Finish LLC 🌐 ⓘ	54,950.00 USD	View Response ▾	☐
Submitted	100%	KHI Mechanical ⓘ	81,577.00 USD	View Response ▾	☐
Submitted	100%	Mountain Valley Mechanical, Inc. ⓘ	71,051.00 USD	View Response ▾	☐
Submitted	100%	Stewart's Heating & Refrigeration,Ilc 🌐 ⓘ	58,800.00 USD	View Response ▾	☐
Submitted	100%	Utah Engineering 🌐 ⓘ	78,654.00 USD	View Response ▾	☐
Submitted	100%	Wasatch Heating & Air, Inc. 🌐 ⓘ	58,607.00 USD	View Response ▾	☐

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
6:00 P.M. WORK SESSION

January 7, 2020

(This meeting was held following the City Council work session.)

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Kent Bush	Chair
PRESENT:	Nike Peterson	Director
	Vern Phipps	Director
	Tim Roper	Director
	Mark Shepherd	Director
	Karece Thompson	Director
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Braden Felix	City Engineer/Deputy PW Director
	Kenny England	Utility Superintendent
	Eric Howes	Community Services Director
	Spencer Brimley	Community Development Director
	Rich Knapp	Finance Manager
	Trevor Cahoon	Communications Coordinator
	Nancy Dean	City Recorder
	Wendy Page	Deputy Recorder

VISITORS: Ruth Jones

Chair Bush called the meeting to order at 7:25 p.m.

DISCUSSION ON AMENDMENTS TO THE FISCAL YEAR 2020 (FY20) BUDGET

Rich Knapp, Finance Manager, stated staff had identified some expenditures that exceeded the Fiscal Year 2020 (FY20) budget authority and would require a budget amendment. He reviewed two proposed amendments for the CDRA Fund that were rollover items from FY19:

- Façade Grant - \$50,000
- Gateway Construction - \$50,000

Director Shepherd moved to adjourn at 7:26 p.m., seconded by Director Thompson. The motion carried upon the following vote: Voting AYE – Directors Peterson, Phipps, Roper, Shepherd and Thompson. Voting NO – None.

The City Council work session minutes are in a separate location.

DRAFT

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. POLICY SESSION

January 14, 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
	Vern Phipps	Director
	Tim Roper	Director
	Mark Shepherd	Director
EXCUSED:	Karece Thompson	Director
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Braden Felix	City Engineer/Deputy PW Director
	Kenny England	Utilities Superintendent
	Eric Howes	Community Services Director
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Trevor Cahoon	Communications Coordinator
	Nancy Dean	City Recorder
	Wendy Page	Deputy Recorder

VISITORS: Tab Uno, Brian Shay, Azalia Dowdle, Ryan Dowdle, Alex Likens, Chris Chelemes, Chris Slocum, Tani Slocum, Devyn Walke, Devin Shay, Stephanie Barrera, Bob Bercher, Doran Smith, Ronan Smith, Sam Chelemes, Basic Chelemes, Fernando Calaguas, Ruth Jones, Krizandra Brigino, Kathryn Murray, Jeff Baker

Chair Bush called the meeting to order at 8:49 p.m.

APPROVAL OF THE MINUTES FROM THE NOVEMBER 26, 2019, WORK SESSION AND DECEMBER 10, 2019, POLICY SESSION

Director Peterson moved to approve the minutes from the November 26, 2019 work session and the December 10, 2019 policy session, as written; and authorize the Chair's signature to any necessary documents, seconded by Director Shepherd. The motion carried upon the

following vote: Voting AYE – Directors Peterson, Phipps, Roper, and Shepherd. Voting NO – None. Director Thompson was not present for the vote.

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

Rich Knapp, Finance Manager, stated staff had identified some expenditures that exceeded the Fiscal Year 2020 (FY20) budget authority and would require a budget amendment. He reviewed two proposed amendments for the CDRA Fund that were rollover items from FY19:

- Façade Grant - \$50,000
- Gateway Construction - \$50,000

Chair Bush opened the public hearing at 8:50 p.m.

Chair Bush asked if there were any public comments.

There were no public comments.

Director Roper moved to close the public hearing at 8:51 p.m., seconded by Director Peterson. The motion carried upon the following vote: Voting AYE – Directors Peterson, Phipps, Roper, and Shepherd. Voting NO – None. Director Thompson was not present for the vote.

APPROVAL OF RESOLUTION 2020R-01 AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2020 BUDGET

Director Shepherd moved to approve Resolution 2020R-01 authorizing an amendment to the fiscal year 2020 budget and authorize the Chair's signature to any necessary documents, seconded by Director Peterson. The motion carried upon the following vote: Voting AYE – Directors Peterson, Phipps, Roper, and Shepherd. Voting NO – None. Director Thompson was not present for the vote.

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

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



STAFF REPORT

TO: CDRA Board of Directors
FROM: Summer Palmer, Assistant City Manager
MEETING DATE: January 28, 2020
SUBJECT: Lifetime Product Development and TIF Participation Agreement

RECOMMENDED ACTION

Approve Resolution 2020R-02 authorizing the Development and TIF Participation Agreement with Lifetime Product, and authorize the Chair's signature to any necessary documents.

DESCRIPTION /BACKGROUND

The Lifetime Products CRA was created for the primary purpose of capturing tax increment to help Lifetime offset the costs of building their expansion here in Clearfield, Lifetime Products has other potential expansion locations. Due to the high land costs of the Freeport Center, expanding in Clearfield is more cost-prohibitive than the other locations. But for the creation of the CRA and the public participation, the expansion would likely not occur in the City. Furthermore, losing the expansion may have greater long-term circumstances, as Lifetime may move additional facilities currently in the Freeport Center. This Participation Agreement sets forth the provisions under which the Agency (the Clearfield CDRA) will reimburse Lifetime for building costs associated with the expansion.

The budget and interlocal agreements for the Lifetime Products CRA, approved by The Board in July of 2019, calls for 75% of the tax increment generated within the project area to be captured, with the remaining 25% flowing through to the taxing entities for no more than 15 years or until the increment payments reach the cap of \$4,227,271. As the budget projects, annual funds to the Agency of \$287,130, the Agency must earmark 10% of its revenue for affordable housing. In addition, pursuant to the Interlocal Agreement with Davis County for the Project Area, 5% of the tax increment revenue collected by the Agency from Davis County must be put towards defraying the County's administrative costs associated with managing the Area's distribution of tax increment revenues. Finally, pursuant to the Project Area Budget, the Agency will use 5% of the total tax increment revenue it collects to offset its own administrative costs.

CORRESPONDING POLICY PRIORITY (IES)

This item corresponds directly to the policy priority of Improving Clearfield's Image, Livability, and Economy.

FISCAL IMPACT

The total net benefit to the taxing entities of participating in the Project Area is \$1,652,452, with the City's net benefit being \$598,352.

ALTERNATIVES

These CDA Plan and Budget and all the corresponding Interlocal Agreements have already been approved at the CDRA's request. If the Board would like to make alteration to the arrangement, we would need to re-visit the plan with the participating agencies.

SCHEDULE / TIME CONSTRAINTS

Lifetime would like to start construction of the expansion in the spring of 2020. We would like to have this agreement executed prior to them moving forward with their project.

LIST OF ATTACHMENTS

- Lifetime Products TIF Participation Agreement

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION 2020R-02

RESOLUTION OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING AND ENTERING INTO A DEVELOPMENT AGREEMENT WITH LIFETIME PRODUCTS, INC.

WHEREAS, the Clearfield Community Development and Renewal Agency (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, the Agency, by Resolution, has adopted a final Project Area Plan and Budget for the Lifetime Products Project Area and has entered into Interlocal Agreements with taxing entities to secure funding from future tax increment revenues; and

WHEREAS, the Agency, with support from a consultant and collaboration with Lifetime Products, Inc. (the "Developer"), has prepared a Development Agreement which is attached hereto as **Exhibit A**.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY:

Section 1. Entering into Development Agreement. Agency staff and their consultant have drafted the Development Agreement in collaboration with the Developer. Agency Staff and their consultant believe that the Development Agreement will be mutually beneficial to Clearfield City ("the City") and the Developer and that the Development Agreement will support achieving the objectives and goals for the Lifetime Products Project Area as established in its adopted Project Area Plan and Budget.

Section 2. Agency Board Findings. The Agency Board hereby determines and finds that the Development Agreement:

- A. Serves a public purpose by, among other things, encouraging and accomplishing appropriate community reinvestment activities within the Project Area;
- B. Produces a public benefit in the form of, among other things, increased development activity and/or reinvestment activity within the boundaries of the Agency, including within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area, as demonstrated by the analysis provided in the Project Area Plan;
- C. Is economically sound and feasible; in that the revenue needed for the implementation of the Development Agreement will come from incremental property taxes generated by

new private development from the Developer within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
D. Promotes the public peace, health, safety and welfare of the City.

Section 3. Effective Date. This Resolution takes effect immediately upon adoption.

IN WITNESS WHEREOF, the Governing Board of the Clearfield Community Development and Renewal Agency has approved, passed and adopted this Resolution this January 28, 2020.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

Nancy R. Dean, Secretary

Kent Bush, Chair

VOTE OF THE BOARD

AYE:

NAY:

EXHIBIT A – DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

(Lifetime Products Community Reinvestment Area – Lifetime Products, Inc.)

This Development Agreement (the “Agreement”) is executed this ____ day of _____, 2020, by and between the **Clearfield Community Development and Renewal Agency** (the “Agency”), a community development and renewal agency and political subdivision of the State of Utah, with its principal office located at 55 State St, Clearfield, UT 84015, and **Lifetime Products, Inc.**, an incorporated Company, with its principal offices located at Building D12, Freeport Center, Clearfield, UT 84016 (the “Developer”, or “Lifetime Products”) (together with the Agency, collectively the “Parties”).

RECITALS

WHEREAS, the Clearfield City Council created the Agency to help facilitate and promote economic development and redevelopment in Clearfield City (the “City”); and

WHEREAS, although laws governing the Agency have changed over time, the Agency continues to function and operate under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code (the “Act”); and

WHEREAS, the Agency is authorized and empowered under the Act to undertake various community development activities pursuant to the Act, including, among other things, assisting the City in development activities; and

WHEREAS, the Agency created the Lifetime Products Community Reinvestment Area (the “Project Area”) through the adoption of the Project Area Plan and Project Area Budget for the Project Area on October 9, 2018 by Resolution No. 2018R-04 (the “Project Area Plan”), and Resolution No. 2018R-05 (the “Project Area Budget”) and by amending an existing project area (RDA #6) through Resolution No. 2018R-06. Additionally, the Clearfield City Council passed and approved Ordinance No. 2018-18, an Ordinance Adopting the Project Area Plan for the Lifetime Products Community Reinvestment Area as the Official Community Reinvestment Plan for the Lifetime Products Community Reinvestment Area and Ordinance 2018-19 adopting the amendments to the official plan for RDA #6; and

WHEREAS, the proposed Lifetime Products expansion, as described in the Project Area Plan (**Exhibit A**), will be located within the Project Area; and

WHEREAS, the Lifetime Products expansion will increase the assessed valuation of the Project Area, City, and Davis County (the “County”), provide additional jobs, and promote the retention of Lifetime Products’ presence within the City; and

WHEREAS, the City and Agency wish to pursue and support the most viable and impactful opportunities for development within the City, which include developments that will boost the City’s tax revenues, create jobs, and stimulate the local economy; and

WHEREAS, Lifetime Products wishes to maintain its presence within the City and within the Freeport Center specifically, although due to the high land costs of the Freeport Center expanding in Clearfield is more cost-prohibitive than the other locations. Lifetime Products has, therefore, other potential expansion locations. The Project Area was created to offer public participation to Lifetime Products requisite to secure the location of their expansion to be within the City and Project Area; and

WHEREAS, public participation is estimated to bring a significant net benefit to the taxing entities over the 15-year life of the Project Area; and

WHEREAS, the Developer requires support from the Agency in order to make the Freeport Center a competitive location for its expansion; and

WHEREAS, the Agency finds that the provisions of this Agreement facilitate the development of the property and ensures the long-term economic success of the Project Area and City by creating new employment opportunities and increasing the City's tax base; and

WHEREAS, this Agreement sets forth the terms under which the Agency will assist the Developer within the Project Area.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agency and Developer mutually agree as follows:

1. **Background.** The following documents provide background and context to the provisions of this Agreement:
 - 1.1. **Project Area Plan.** The Agency and the Clearfield City Council approved and adopted the Project Area Plan for the Lifetime Products Community Reinvestment Area as the Official Plan (the "Project Area Plan"). The Agency approved and adopted the Project Area Budget for the Lifetime Products Community Reinvestment Area as the Official Budget for the Lifetime Products Community Reinvestment Area ("Project Area Budget"). The Project Area Plan and Budget are attached to this Agreement as **Exhibit A** and **Exhibit B** and are incorporated herein by reference. The Project Area Plan includes a legal description and map of the Lifetime Products Community Reinvestment Area (the "Project Area"). The Developer's plans to develop the property within the Project Area pursuant to the Project Area Plan and Budget in this Agreement and also known as the Lifetime Products Expansion Development shall be referred to as the "Development," the "Project," or the "Expansion." The Development's property is located within the Project Area. The legal description of the Project Area is included in both the Project Area Plan and Budget's appendices.

- 1.2. **Development Plan.** Developer has submitted to the City its Development Plan for the proposed Lifetime Products Expansion Development. The Development Plan is attached to this Agreement as **Exhibit C** and is incorporated herein by reference.
2. **Findings.** The Agency makes the following findings regarding the Project Area and this Agreement:
 - 2.1. The Agency finds that the Clearfield City Council created the Agency to help facilitate and promote economic development and redevelopment in the City.
 - 2.2. The Agency finds that it is authorized and empowered under the Act to undertake various community development activities pursuant to the Act, including, among other things, assisting the City in development activities; and
 - 2.3. The Agency finds that the Project Area was created for the purposes of developing the Project Area.
 - 2.4. The Agency finds that this Agreement provides for development activities within the community, including the encouragement, promotion, or provision of said development within the Project Area.
 - 2.5. The Agency finds that this Agreement fulfills the primary objectives of the Project Area Plan developing the Project Area and creating jobs.
 - 2.6. The Agency finds that the development of the Project Area as set forth in this Agreement is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable State laws and requirements under which the Project Area has been established.
 - 2.7. The Agency finds that the development of the Project Area will enhance the overall living environment and will improve the economic vitality of the Project Area, which will benefit the City, the County, and the State.
 - 2.8. The Agency finds that the tax increment (defined as the incremental property tax revenue generated through development within a project area and received by the Agency through the participation of taxing entities) must be used to directly benefit the Project Area and that supporting the Development is the best use for this tax increment.
 - 2.9. The Agency finds that the tax increment financing provided in this Agreement is necessary and appropriate to accomplish the goals and objectives of the Project Area Plan.
 - 2.10. The Agency finds that the Development proposed in this Agreement would not likely occur without assistance from the Agency and that the Developer is more likely to remain within the Project Area, City, and state with assistance from the Agency.

- 2.11. The Agency finds that promising support for the Development with tax increment that will be generated by the Expansion promotes economic development while still shielding the Agency and City from risk.
- 2.12. The Agency finds that financial assistance to the Developer is needed to enable the development and vitality of the Project Area and needed to promote the highest and best use for the Project Area.
- 2.13. The Agency finds that the use of tax increment is further justified in this Agreement as a means to assist the Developer with additional costs related to developing within the Freeport Center, whose land prices have risen significantly and made Lifetime Products' expansion in the area prohibitive without support from the Agency.
- 2.14. The Agency finds that this Development has the potential to provide a positive impact within the Project Area, and the City as a whole, by enhancing an important economic base that benefits the entire City.
- 2.15. The Agency finds that the projected revenues and benefits from Developer's proposed Development of the Project Area will exceed the amount of financial assistance provided to Developer pursuant to this Agreement. See Project Area Budget Section 5: Cost/Benefit Analysis in **Exhibit B**.
- 2.16. The Agency anticipates the creation of 150 new, full-time equivalent jobs within the City as a result of the Project.
- 2.17. The Agency finds that there is significant value for the City as a whole in assisting in the development of the Expansion.
3. **Developer Obligations – General.** The Developer agrees to do the following as it develops the Project:
 - 3.1. **Compliance with Agreement, Project Area Plan, and the Development Plan.** Developer agrees to develop the Project according to the requirements of this Agreement, the Project Area Plan, and the Development Plan.
 - 3.2. **Development Processes.** Developer shall comply with all of the City's standard requirements for developing property. Developer acknowledges that the Agency's role as a party to this Agreement is separate and distinct from the Clearfield City Planning Commission's and the Clearfield City Council's roles in the development approval process. Developer shall comply with all City zoning, site plan, conditional use permit, building permit, fee payment and other development requirements. Developer recognizes and agrees that there is no commitment from the Clearfield Planning Commission or the Clearfield City Council to approve any specific development proposal for the development of the Lifetime Products Expansion Development, since each development proposal must stand on its own merits and be judged according to applicable laws.

- 3.3. **Payment of Taxes, Fees and Licenses.** Developer (or its approved successors in title) must pay and be current on any and all real property taxes and other ad valorem taxes and assessments assessed against any portion of the Project Area owned or controlled by Developer or one of its affiliates or subsidiaries. Developer shall also pay any other applicable tax, fee or license assessed against Developer in the Project Area when due. This provision shall not be interpreted to prevent Developer from contesting any assessed tax or fee, provided that it contests the tax or fee in good faith and by proper proceedings.
- 3.4. **Maintenance of Property; Insurance.** Developer shall keep the Lifetime Products Expansion and all landscaping, parking areas, structures, signs, and fixtures in the Project Area in a neat and attractive condition. Developer shall maintain, with financially sound and reputable insurance companies, insurance on the Development and the property in such amounts as Developer deems proper in accordance with sound business practices, for such risks as are usually insured against in the same general area by companies engaged in the same or a similar business.
- 3.5. **Construction.** Developer agrees that it shall promptly begin and diligently prosecute to completion the Development, subject to reasonable commercial expectations and conditions.
- 3.6. **Access to Site.** Developer's work on and completion of the Project shall be subject to inspection by representatives of the Agency and the City as provided under State and local law and this Agreement. Developer shall permit access to the Project by the Agency and the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this Agreement. Except as required under extraordinary circumstances, inspections shall be made during reasonable business hours in accordance with standard City and Agency policies and standard project safety guidelines.
4. **Developer's Applicable Performance Obligations – Construction Completion, Job Creation Standards, Economic Performance Standards, and Location Standards.** Developer acknowledges that its redevelopment of the property must meet certain minimum requirements. The Agency has conditionally agreed to make a distribution as outlined in this section and in return, the Developer agrees to do the following:
- 4.1. **Development of the Property.**
- 4.1.1. **Construction.** Developer shall commence construction of the Lifetime Products Expansion Development no later than 12 months after requisite approvals and contracts are obtained. The construction of the property shall be completed on or before 2 years from the date of start of construction (the "Project Completion Date") unless otherwise agreed to in writing by the parties.
- 4.1.2. The construction of the property must be in compliance with this Agreement, the Project Area Plan, the Development Plan, and all other state, federal, and local rules, regulations, and ordinances.

- 4.1.3. **Development Commitment.** Developer will construct a distribution facility within the Lifetime Products Community Reinvestment Area that is at least 600,000 square feet. This Development will meet the objectives and purposes of the Project Area Plan.
- 4.2. **Applicable Performance Obligations.** The obligations outlined in Section 4.1 of this Agreement shall be known as the Developer's "Applicable Performance Obligations." The Applicable Performance Obligations are material obligations the breach of which shall constitute a default under this Agreement and may negate obligations to pay Public Support, as defined below in Section 5.1.3 of this Agreement.
5. **Agency Payment of Available Tax Increment to Developer.** Provided that the Developer meets the Applicable Performance Obligations set forth above, the Agency shall pay Tax Increment from the Project Area, if available, to Developer according to the terms set forth herein.
- 5.1. **Distribution.** The Agency will remit a certain portion of property tax increment to the Developer. The completion of the Lifetime Products Expansion Development and the Developer's payment of their own property tax on the property within the Project Area will generate the actual property tax increment.
- 5.1.1. **Interlocal Agreements.** The Agency has secured future tax increment revenues from the various taxing entities (Davis County, Davis County School District, Clearfield City, Mosquito Abatement District – Davis, North Davis Fire District, North Davis Sewer District, and the Weber Basin Water Conservancy District) within the Project Area. According to each of the interlocal agreements, the Agency may collect 75% of the property tax increment generated within the Lifetime Products Community Reinvestment Area for 15 years (Only Davis County School District has a cap amount of \$2,270,873 of tax increment revenue it will participate). No other taxing entities' interlocal agreement includes a cap amount on their participation. The Agency has agreed to trigger the Project Area to collect tax increment no later than 2021.
- 5.1.2. **Agency Obligations.** The Agency cannot use 100% of the tax increment revenue it collects to support the Developer. Pursuant to Utah Code Ann. § 17C-5-307(3), the Agency shall allocate 10% of the project area funds for housing in accordance with Utah Code Ann. § 17C-1-412, if the community reinvestment project area budget provides for more than \$100,000 of annual project area funds to be distributed to the agency. As the budget projects annual funds to the Agency of \$287,130, the Agency must earmark 10% of its revenue for affordable housing. In addition, pursuant to the Interlocal Agreement with Davis County for the Project Area, 5% of the tax increment revenue collected by the Agency from Davis County must be put towards defraying the County's administrative costs associated with managing the Area's distribution of tax increment revenues. Finally, pursuant to the Project Area Budget, the Agency will use 5% of the total tax increment revenue it collects to offset its own administrative costs.

5.1.3. **Public Support.** The tax increment revenues left to the Agency (after accounting for the affordable housing requirement, the County's administration fee, and the Agency's administration costs) makes up about 84% of the total revenue received by the Agency and shall be known here after as "Public Support." If the Developer meets the Applicable Performance Obligations, the Agency shall remit to the Developer the Public Support, which accounts for 84% of the tax increment revenue it receives annually. The Agency shall remit the Public Support payments to the Developer within 30 days from receiving the tax increment revenues from the County (which calculates, collects, and distributes property tax revenues). The County typically distributes property tax revenues in March. The Agency shall pay the Public Support from the first year it collects tax increment until the year Project Area expires after 15 years of collecting tax increment. The Agency is only responsible for paying property tax increment it actually collects from the County.

6. **Default.** If the Developer defaults or breaches any of its obligations contained in this Agreement and does not timely cure such default or breach as provided in this Agreement, then Agency is not obligated to provide the Developer with Public Support.

6.1. **Cure.** In the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party hereto, such party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and in any event, do so within fifteen (15) calendar days after receipt of such notice unless a longer period of time is agreed to by the Parties in writing. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the time period provided above, the aggrieved party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of any default in or breach of this Agreement by the Developer or the Agency which is not cured within the time limits contained in this Agreement, the non-defaulting Party may, at its option, take such action as allowed by law, in equity and/or provided for in this Agreement. Any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

6.2. **Extensions by Agency.** The Agency may in writing extend the time for the Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties, provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of the Developer's obligations nor constitute a waiver of the Agency's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

6.3. **Remedies Cumulative/Non-Waiver.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not preclude the exercise

by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by any Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

7. **Indemnification.** The Developer shall indemnify and hold the City, the Agency and their officers, officials, members, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), including costs relating to environmental clean-up or non-compliance, arising out of or resulting from the Developer's acts or failures to act in performing this Agreement and completing the Project. The Developer shall not be liable for the Agency's own negligent acts.

8. **General Provisions.**

- 8.1. **Conflict of Interest – Agency.** No member, official, employee, consultant, or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested.
- 8.2. **Notices.** All notices, requests and demands to or upon the respective Parties hereto shall be deemed given or made when emailed, faxed, personally delivered, or deposited in the mail with postage prepaid, to the Party at the contact information set forth at the beginning of this Agreement or to such other address as may hereafter be designated in writing by the respective Parties here.
- 8.3. **Lawful Agreement.** The Parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation and that the parties signing this agreement are authorized by their respective entities to enter into this agreement.
- 8.4. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.
- 8.5. **Time of Essence.** Time shall be of the essence of this Agreement.
- 8.6. **Attorney's Fees.** If any Party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to enforce or defend its rights pursuant to this Agreement, then the non-breaching or non-defaulting Party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated. If the matter is litigated, the Party prevailing in any litigation shall also be entitled to a reasonable attorney's fee.

- 8.7. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- 8.8. **No Presumption.** Both Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.
- 8.9. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.
- 8.10. **No Assignment.** This Agreement shall not be pledged or assigned without the prior written consent of the other Party except the Agency may assign the Agreement to the City without prior approval from the Developer.
- 8.11. **Binding Agreement.** This Agreement shall be binding on the heirs, personal representative, successors, administrators and assigns of each of the parties.
- 8.12. **Integrated Contract.** The Parties acknowledge and agree that this Agreement, including the attached exhibits and referenced documents, constitutes a complete integrated contract between the parties and is intended to be the final expression of their agreement.
- 8.13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one Party to the other by facsimile or electronic mail.
- 8.14. **Severability.** In the event that any provision of this agreement, less than the entire agreement, is held invalid by a court of competent jurisdiction, this agreement shall be deemed severable, and such finding of invalidity shall not affect the remaining provisions of this agreement.
- 8.15. **CDRA Approval.** This Agreement is not binding and will not take effect until it has been approved by the Board of the Agency.

SIGNED and ENTERED INTO this _____ day of _____, 2019.

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

By: _____

ATTEST:

DEVELOPER

By: _____

&

By: _____

STATE OF UTAH)

:ss

COUNTY OF DAVIS)

On the ____ day of _____, 2019, before me personally appeared _____ to me personally known to be the _____ of _____ the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

NOTARY PUBLIC

(Seal)

My commission expires: _____

Residing at: _____

STATE OF UTAH)

:ss

COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me MARK SHEPHERD and NANCY DEAN, who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of the Clearfield City, Utah, a municipal corporation and political subdivision of the State of Utah and that the within and foregoing instrument was signed on behalf of said City and the said MARK SHEPHERD and NANCY DEAN acknowledged to me that said City executed the same.

NOTARY PUBLIC

(Seal)

My commission expires:_____

Residing at:_____

Development Agreement – Lifetime Products Expansion Development

Exhibit A

Project Area Plan

Exhibit B

Project Area Budget

Exhibit C

Development Plan