

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
March 10, 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

Discussion on the Interlocal Agreement with Syracuse City for Cost-Sharing of a Road Construction
Project Located on 1000 West between Antelope Drive and State Road 193

Discussion on Amendments to Title 11, Chapter 11, Article D, Section 11 – Manufacturing Zone,
Other Requirements; and Chapter 18 – Design Standards, by Amending
Design Standards for the M-1 (Manufacturing) Zone

*(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 Pro Tem Vern Phipps
Councilmember Thompson
February 11, 2020 – Work Session
February 11, 2020 – Policy Session
February 25, 2020 – Work Session
February 25, 2020 – Policy Session

PUBLIC HEARINGS:

1. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON REZONING A
SPECIFIC SET OF PROPERTIES IDENTIFIED IN THE CITY’S FORM BASED
CODE LOCATED IN THE VICINITY OF THE CORRIDOR OF STATE ROUTE 126
(STATE AND MAIN STREET) FROM 800 NORTH TO 1000 SOUTH AND IN THE
VICINITY OF THE CORRIDOR OF STATE ROUTE 193 (700 SOUTH) FROM 1000
EAST TO THE RAIL CORRIDOR**

BACKGROUND: On February 11, 2020 the City Council approved amendments to the Form Based Code. The zoning map of the Form Based Code was included with the amendments adopted, so in order to align the zoning districts, rezones are being considered for a specific set of properties. The implementation of these zones comes as a result of a recommendation from the

Downtown Clearfield Small Area Plan adopted by the Clearfield City Council in March of 2017 as well as part of the amendments to the Form Based Code.

RECOMMENDATION: Receive public comment.

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO TITLE 11, CHAPTER 11D, SECTION 11F RELATED TO EXTERIOR BUILDING STANDARDS AND ENACTING MANUFACTURING AND INDUSTRIAL DEVELOPMENT STANDARDS TO TITLE 11, CHAPTER 18 IN THE CITY'S CODE

BACKGROUND: As part of the development and design of the proposed Lifetime Products Distribution building the project architect, Shane Sanders, has requested changes to the City's standards for industrial sites and buildings. The planning commission reviewed the request at its meeting on March 4, 2020, and is recommending approval.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. 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.

4. CONSIDER APPROVAL OF ORDINANCE 2020-08 REZONING A SPECIFIC SET OF PROPERTIES IDENTIFIED IN THE CITY'S FORM BASED CODE LOCATED IN THE VICINITY OF THE CORRIDOR OF STATE ROUTE 126 (STATE AND MAIN STREET) FROM 800 NORTH TO 1000 SOUTH AND IN THE VICINITY OF THE CORRIDOR OF STATE ROUTE 193 (700 SOUTH) FROM 1000 EAST TO THE RAIL CORRIDOR

RECOMMENDATION: Approve Ordinance 2020-08 rezoning a specific set of properties identified in the City's Form Based Code located in the vicinity of the corridor of State Route 126 (State and Main Street) from 800 North to 1000 South and in the vicinity of the corridor of State Route 193 (700 South) from 1000 East to the rail corridor and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF ORDINANCE 2020-09 AMENDING TITLE 11, CHAPTER 11, ARTICLE D, SECTION 11 – MANUFACTURING ZONE, OTHER REQUIREMENTS; AND CHAPTER 18 – DESIGN STANDARDS, BY AMENDING DESIGN STANDARDS FOR THE M-1 (MANUFACTURING) ZONE

RECOMMENDATION: Approve Ordinance 2020-09 amending Title 11, Chapter 11, Article D, Section 11 – Manufacturing Zone, Other Requirements; and Chapter 18 – Design Standards, by amending design standards for the M-1 (Manufacturing) zone and authorize the mayor’s signature to any necessary documents.

6. CONSIDER APPROVAL OF AND CONSENT TO THE MAYOR’S PROPOSED REAPPOINTMENTS OF BRETT McALLISTER TO THE PLANNING COMMISSION

BACKGROUND: Brett McAllister has been serving on the Planning Commission. He was appointed to fill a regular vacancy for the remaining term of Levi Lloyd which ended in February of 2020. Commissioner McAllister has gained great experience and his participation on the Commission has been beneficial to the Commission and community. Mayor Shepherd recommends reappointing Brett McAllister as a regular members of the Planning Commission for a term expiring February 2025.

RECOMMENDATION: Approve and consent to the Mayor’s reappointment of Brett McAllister as a regular member of the Planning Commission with a term expiring in February 2025; and authorize the Mayor’s signature to any necessary documents.

7. CONSIDER APPROVAL OF RESOLUTION 2020R-03 AUTHORIZING AMENDMENT NO. 4 TO THE INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR ANIMAL CONTROL SERVICES

BACKGROUND: Animal Care of Davis County provides animal control services for the City. This service is essential to the residents of Clearfield City in order to promote public health, safety and improve the City’s image and livability. Each year the services and fees are reviewed and the agreement amended as necessary. Amendment No. 4 increases the fee for the services for the 2020 calendar year.

RECOMMENDATION: Approve Resolution 2020R-03 authorizing Amendment No. 4 to the Interlocal Cooperation Agreement with Davis County for animal control services and authorize the Mayor’s signature to any necessary documents.

8. CONSIDER APPROVAL OF RESOLUTION 2020R-04 AUTHORIZING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN CLEARFIELD CITY AND SYRACUSE CITY REGARDING COST SHARING OF A ROAD CONSTRUCTION PROJECT FOR 1000 WEST

BACKGROUND: The road of 1000 West is shared between Syracuse City and Clearfield City in various locations. The road is in need of many improvements including road resurfacing, smoother transitions across the railroad tracks, new curb and gutter, new ADA-compliant pedestrian ramps on sidewalks, and a new asphalt surface treatment. The Interlocal Cooperation Agreement with Syracuse City outlines the details of cost sharing for the road construction project along 1000 West.

RECOMMENDATION: Approve Resolution 2020R-04 authorizing the Interlocal Cooperation Agreement between Clearfield City and Syracuse City regarding cost sharing of a road construction project for 1000 West and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF THE AWARD OF BID FOR THE TOWERS AT LEGEND HILLS CULINARY WATER AND STORM WATER PIPING PROJECT

BACKGROUND: Staff solicited bids to make upgrades to the City's Culinary Water System and add additional storm drain lines to the City's Storm Drain System for current and future growth. Seven companies provided bids and the lowest responsible bidder was Great Basin Development with a bid of \$428,129.

RECOMMENDATION: Approve the award of bid for the Towers at Legend Hills Culinary Water and Storm Water Piping Project to Great Basin Development from Mantua, Utah, for the bid amount of \$428,129.00, with contingency and engineering cost of \$86,625.80 for a total project cost of \$514,754.80; and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF THE AWARD OF PROPOSAL FOR THE PARTNERSHIP FOR DEPLOYMENT OF CITYWIDE FIBER TO THE PREMISES (FTTP) PROJECT TO UTAH INFRASTRUCTURE AGENCY (UIA)

BACKGROUND: Staff recently solicited proposals to buildout a fiber system in Clearfield City. Three vendors responded. Staff reviewed the proposals and selected Utah Infrastructure Agency (UIA) for UTIOPIA Fiber as the highest scoring proposal.

RECOMMENDATION: Approve the Award of Proposal for the partnership for deployment of citywide fiber to the premises project to Utah Infrastructure Agency for UTOPIA Fiber and authorize staff to finalize the contract negotiations as presented; and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF RESOLUTION 2020R-05 AUTHORIZING AN INDUCEMENT RESOLUTION EXPRESSING INTENT TO ISSUE PRIVATE ACTIVITY BONDS TO LOTUS MARQ LLC FOR ITS DEVELOPMENT PROJECT LOCATED AT APPROXIMATELY 442 SOUTH STATE STREET

BACKGROUND: The City has entered into a Development Agreement with Lotus for redevelopment a portion of downtown Clearfield in the vicinity of 442 South State Street. In order to finance the acquisition and rehabilitation of the Lotus Project, the developer has asked the City to issue \$35,000,000 worth of PAB (Private Activity Bonds) to reimburse certain qualified expenditures incurred by the developer with respect to the acquisition and construction of the Project.

RECOMMENDATION: Approve Resolution 2020R-05 authorizing an Inducement Resolution expressing intent to issue Private Activity Bonds to Lotus Marq LLC for its development project located at approximately 442 South State Street and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

Dated this 5th day of March, 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: Braden Felix, City Engineer/Public Works Deputy Director
MEETING DATE: March 10, 2020
SUBJECT: Agreement between Syracuse City and Clearfield City for the 1000 W. Mill and Fill and Road Improvements (#272)

RECOMMENDED ACTION

Approve the Interlocal Agreement between Syracuse City and Clearfield City allowing Syracuse to hire a contractor to make road improvements to 1000 West from Antelope Drive to Highway 193.

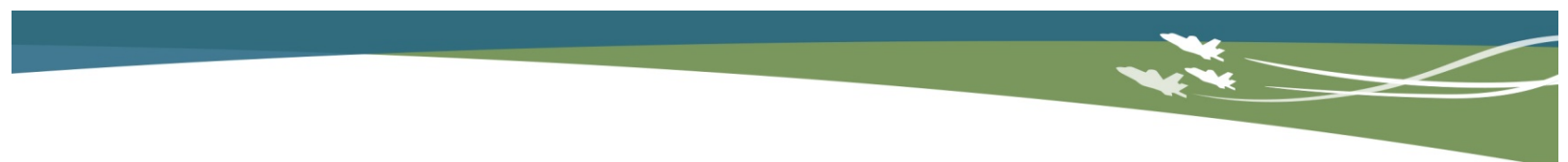
DESCRIPTION / BACKGROUND

The road of 1000 West is shared between Syracuse City and Clearfield City in various locations. The road is in need of many improvements including road resurfacing, smoother transitions across the railroad tracks, new curb and gutter, new ADA-compliant pedestrian ramps on sidewalks, and a new asphalt surface treatment. Syracuse has agreed to do the design through their own resources and has asked that we participate in paying for the construction of the improvements within our City's boundaries. The cities have agreed Syracuse will pay the contractor and Clearfield reimburse Syracuse for the agreed upon amount after the completion of work. Stake Parsons has been selected through a low-bid process and the contracted amount for the road will be \$461,409.21 with the responsibility of the Clearfield City being \$296,733.50. There will be a change order later in the season to do the surface treatment that is anticipated to be close to \$75,000 which will bring the project total to less than the budgeted amount of \$375,500. If we go over the \$375,500, we can pull funds from the yearly surface treatment budget.

CORRESPONDING POLICY PRIORITY (IES)

Providing Quality Municipal Services

- The improvement and treatment of 1000 West will make a better quality road that should also slow the current deterioration. New pavement and surface treatment will ensure a better driving surface while also reducing the need for more construction on the road.
- Working with Syracuse has been and will continue to be a positive relationship helping each other to be successful in making our cities and better place to live and do business.

- 
- We have funds budgeted for this project in FY20. Syracuse plans to post the bid soon.

Improving Clearfield's Image, Livability and Economy

- Having a smooth road will help ensure a positive driving experience free of potholes, bumps, and chunks.
- Adding the ADA-compliant pedestrian ramps will make our community friendlier for those with disabilities and comply with federal regulations.
- The railroad crossing will no longer have a large bump, thus improving the drivability of the road.

FISCAL IMPACT

- 454410 673001 **\$375,000.00** budgeted.

SCHEDULE / TIME CONSTRAINTS

The project is anticipated to begin in March of 2020 and continue until completed by late summer of 2020. The current plan is to do work during the nights to reduce traffic impact.

LIST OF ATTACHMENTS

- Interlocal Agreement prepared by Syracuse City.

INTERLOCAL COOPERATION AGREEMENT FOR
COST-SHARING OF ROAD CONSTRUCTION PROJECT FOR 1000 WEST

This Interlocal Cooperation Agreement for Cost-Sharing of Road Construction Project for 1000 West (this “Agreement”) is made and entered into by and between Syracuse City, a municipal corporation and political subdivision of the state of Utah (“Syracuse”) and Clearfield City, a municipal corporation and political subdivision of the state of Utah (“Clearfield”). Syracuse & Clearfield may be collectively referred to as the “Parties” or may be solely referred to as a “Party.”

Recitals

- A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, codified at Title 11, Chapter 13, Utah Code Ann. (the “Act”), are authorized to enter into in this Agreement; and
- B. WHEREAS, 1000 West largely establishes a border between Syracuse and Clearfield between Antelope Drive and State Road 193, with some portions of it running exclusively through Clearfield; and
- C. WHEREAS, 1000 West requires significant construction on both sides of the road; and
- D. WHEREAS, the Parties anticipate that completing the road construction at one time will be mutually beneficial to both Parties; and
- E. WHEREAS, the Parties agree that each have a share in the financial responsibility for the construction; and
- F. WHEREAS, Syracuse is willing to complete the bidding and provide costs directly to the contractor for work performed on the entire project, with Clearfield reimbursing Syracuse for the costs established to be Clearfield’s responsibility under this Agreement; and
- G. WHEREAS, the Parties desire to enter into this Agreement of Interlocal Cooperation for their mutual benefit and to establish the responsibilities and obligations of each Party.

NOW, for and in consideration of the mutual promises, obligations, and covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Construction Project.

Syracuse shall bid and contract for the re-surfacing of 1000 West between Antelope Drive and State Road 193 (the “Project”) with a third party. All responsibility of overseeing the contract, inspections, and management of the project shall be borne by Syracuse. Clearfield shall have access to the job site and be consulted throughout the process, when it relates to portions of the road located in Clearfield. The

contract shall call for a mill and asphalt overlay in the right-of-way for the project area, in accordance with Syracuse City Engineering Standards and Construction Specifications. Some additional items of infrastructure will be installed, at the request of the respective jurisdiction in which the infrastructure will be placed. The road will then be re-stripped. The portions of 1000 West to be improved are identified in the map provided in "Exhibit A," which is incorporated by reference.

2. Reimbursement by Clearfield.

- (A) Syracuse has bid the project and identified the contractor. The total project bid price is: \$461,409.21. Clearfield's share of that price is estimated to be approximately \$296,733.50. Clearfield agrees to tender the costs after the project's completion and upon receiving an invoice from Syracuse, as provided in this Agreement. The Bid is attached to this Agreement as "Exhibit B" and incorporated by reference.
- (B) The Parties agree and acknowledge that quantities of work actually completed will almost certainly vary from the estimates provided in the bid, and that the price will be adjusted based upon the delivery of those quantities. The final price shall be determined by the actual square footage of asphalt or other improvements installed in the municipal boundaries of each jurisdiction. Line items that are not based upon quantities of a product being installed in a specific location, such as mobilization and traffic control, shall be divided between the parties proportionally based upon the cost percentage of non-lump sum bid items for which each jurisdiction is responsible.

3. Change Orders.

Each Party is responsible for the cost of change orders that affect installed infrastructure within their respective jurisdictions. Syracuse will not approve any change order that will affect Clearfield without Clearfield's approval, which may be obtained through any written communication, including e-mail. The individual(s) authorized to approve change orders for Clearfield are: Adam Favero and Braden Felix.

4. Payment.

At the conclusion of the Project, Syracuse shall be responsible to pay the contractor. Syracuse shall then tender an invoice to Clearfield for the amount identified in Section 2 of this Agreement. Clearfield shall tender payment for that amount within sixty (60) days of receipt of the invoice.

5. Term.

This Agreement shall be effective on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect through the completion of the project and tender of payment by Clearfield, unless otherwise terminated by the mutual, written agreement of the Parties.

6. Extension.

The Parties may extend this Agreement, which shall be by written instrument.

7. Termination.

Either Party may terminate this Agreement prior to the third-party contractor being given notice to proceed. Once they have been given notice to commence construction, it may only be terminated for cause, after providing thirty (30) days' notice and providing the other party with the opportunity to cure the alleged breach.

8. Notices.

Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

FOR SYRACUSE	FOR CLEARFIELD
Attn: City Manager Syracuse City 1979 West 1900 South Syracuse, UT 84075	Attn: Clearfield City Recorder Clearfield City 55 South State Street Clearfield, UT

9. Mutual Indemnification and Hold Harmless.

Clearfield, for itself and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Clearfield Representatives"), agrees and promises to indemnify and hold harmless Syracuse, as well as its officers, officials, employees, agents, representatives, contractors, and volunteers, from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Clearfield and the Clearfield Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the Party may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Clearfield or the Clearfield Representatives.

Syracuse, for itself and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Syracuse Representatives"), agrees and promises to indemnify and hold harmless Clearfield, as well as its officers, officials, employees, agents, representatives, contractors, and volunteers, from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Syracuse and the Syracuse Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the

Party may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Syracuse or the Syracuse Representatives.

10. Governmental Immunity.

The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

11. No Separate Legal Entity.

No separate legal entity is created by this Agreement.

12. Approval.

This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended.

13. Survival after Termination.

Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

14. Waivers or Modification.

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment.

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. This Agreement may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure.

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Choice of Law; Jurisdiction; Venue.

This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

18. Severability.

If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

19. No Third-Party Beneficiaries.

This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent

provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.

20. Recitals Incorporated.

The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

21. Authorization.

The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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

SYRACUSE CITY

CLEARFIELD CITY

Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Syracuse City Recorder

Clearfield City Recorder

APPROVED AS TO FORM:

Syracuse City Attorney

APPROVED AS TO FORM:

Clearfield City Attorney

EXHIBIT A

PROJECT MAP

EXHIBIT B

BID

CLEARFIELD CITY RESOLUTION 2020R-04

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN CLEARFIELD CITY AND SYRACUSE CITY REGARDING COST SHARING OF A ROAD CONSTRUCTION PROJECT FOR 1000 WEST

WHEREAS, Clearfield City and Syracuse City are local governmental units authorized by Utah's Interlocal Cooperation Act to cooperate on a mutually advantageous basis to provide services in a manner that will accord best the needs of local communities; and

WHEREAS, 1000 West largely establishes a border between Clearfield and Syracuse between Antelope Drive and State Road 193, with some portions of it running exclusively through Clearfield; and

WHEREAS, 1000 West requires significant construction on both sides of the road; and

WHEREAS, Clearfield and Syracuse anticipate that completing the road construction at one time will be mutually beneficial to both cities; and

WHEREAS, the cities desire to enter into an Interlocal Cooperation Agreement for their mutual benefit and to establish the responsibilities and obligations of each city;

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Cooperation Agreement is approved and the Mayor is authorized to execute the agreement.

DATED this 10th day of March, 2020.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Brad McIlrath, Clearfield City Principal Planner
MEETING DATE: Tuesday, March 10, 2020
SUBJECT: ZTA 2020-010022, Title 11, Chapters 11 & 18 Design Standards in the M-1 Zone

RECOMMENDED ACTION

Staff recommends that the City Council accept the recommendation for **APPROVAL** for **ZTA 2020-010022**, a zoning text amendment to remove the exterior building standards found in Section 11-11D-11F and add industrial development and building standards to Title 11 Chapter 18 of the Clearfield Municipal Code as proposed. This recommendation is based upon discussion with the Planning Commission, as well as the information and findings outlined in this report.

PLANNING COMMISSION RECOMMENDATION:

On March 4, 2020, the Clearfield City Planning Commission, following a public hearing and discussion by the Commission, took action to forward a **recommendation of approval** to the City Council for the **ZTA 2020-010022** for amendments to Title 11 Chapter 11 and 18.

DESCRIPTION / BACKGROUND

As part of the development and design of the proposed Lifetime Products Distribution building the project architect, Shane Sanders, has requested changes to the standards for industrial sites and buildings. Current City Code design standards for the M-1 zone as well as those outlined in Chapter 18 "Design Standards" require specific building materials and site design elements that are more appropriate for commercial sites than industrial sites. The applicant has reviewed similar design standards used in surrounding communities and is proposing the removal of the M-1 building standards listed in Section 11-11D-11F and the adoption of new standards. The new design standards would be added to Chapter 18 and would apply specifically to industrial buildings and developments. By adding the proposed standards to Chapter 18, the existing design standards would now apply only to commercial sites and buildings and the new standards would apply only to industrial sites and buildings.

Public notice was placed in the newspaper on February 16, 2020, on the State of Utah public notice website, and on the City's website. No public comment has been received to date.



PROPOSED STANDARDS (Applicant)

The applicant has taken standards used in Syracuse City and has made a few changes to propose what they view as additional improvement. Planning staff reviewed those proposed standards and have modified those to include existing applicable design standards as well as removed unnecessary proposed and existing standards. The Planning Commission reviewed the document that was proposed by staff, with elements from the applicant and staff. The Planning Commission discussed this item during the meeting on March 4th and made additional adjustments and changes to the proposed code. The changes proposed show forth the Commission's desire for what they see as regulations that are appropriately balanced for industrial development in the City. Those changes have been incorporated into ordinance 2020-09 for final decision by the Council as well as the redlined document attached herein.

REVIEW PROCEDURE

Clearfield City Land Use Ordinance 11-6-3 (D) outlines the requirements by which the City Council shall take action or make a decision as it relates to amendments to the Land Use Ordinance for the City:

"City Council Decision: Upon receipt of the planning commission's recommendation, the city council may approve, approve with conditions, or deny the petition. Amendments to this title and the zoning map are discretionary legislative actions, even if the petition otherwise conforms to the requirements of this title."

STAFF CONCLUSION:

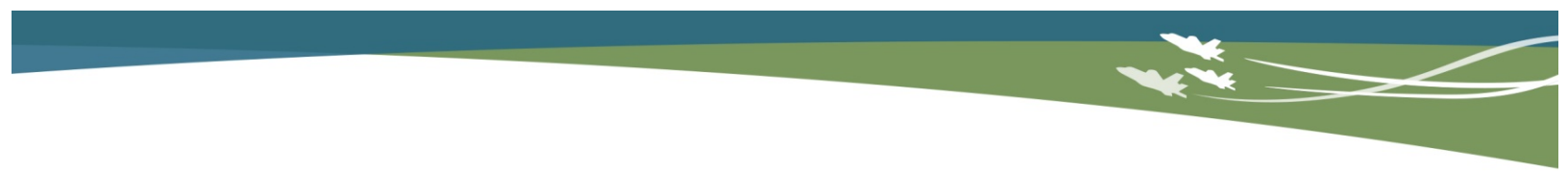
Based upon a review of the existing and proposed ordinance standards staffs concludes the following:

1. Setting a common standard for industrial buildings in will enhance the flexibility of development design for those types of projects in the City.
2. Industrial developments need to be addressed differently in site and building design than commercial buildings.
3. The proposed standards encourage high quality site and building design while allowing flexibility for the development and industrial community.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

The proposed ordinance changes seek to align with this priority by placing building design standards in one chapter of City Code. Additionally, staff recognize the need to update the Code to more consistent with trends and designs as the City seeks to enhance economic opportunity through increase building design, private investment and beautification. The effort to make changes and updated to land use code allows the community to take pride in not only where they live, but in "high



quality economic development” that assist in the creation of and support for community pride and investments for the future.

FISCAL IMPACT

This not necessarily quantifiable for staff, but there is need to recognize that increased design to the built environment has long-term impacts and lasting benefits to the community, residents and businesses. Any change to city code that allows for beautification and/or enhancements is a positive impact for the future of the city.

ALTERNATIVES

After careful consideration of the information presented the Clearfield City Council may also move to:

1. **Move to approve with additional changes or conditions to ZTA 2020-010022**, a zoning text amendment to remove the exterior building standards found in Section 11-11D-11F and add industrial development and building standards to Chapter 11-18 of the Clearfield Municipal Code as proposed
2. **Move to deny ZTA 2020-010022** to the City Council, a zoning text amendment to remove the exterior building standards found in Section 11-11D-11F and add industrial development and building standards to Chapter 11-18 of the Clearfield Municipal Code as proposed
3. **Move to table ZTA 2020-010022** to request additional information for consideration.

SCHEDULE / TIME CONSTRAINTS

The site plan for this project was conditionally approved by the Planning Commission at their regularly scheduled meeting on February 19th. The site plan for the project is holding until a decision is made relating to the proposed changes to Title 11 Chapter 11 and 18. Action on the proposed changes to the code would clearly define standards for M-1 zoning, whether the Council approves, approves with conditions or denies the request by the applicant.

LIST OF ATTACHMENTS

1. M-1 design standards for Title 11 Chapter 18 (PC redlines)
2. Clearfield City Ordinance 2020-09

Chapter 18

DESIGN STANDARDS

11-18-1: PURPOSE:

11-18-2: APPLICABILITY:

11-18-3: DEVIATIONS FROM STRICT COMPLIANCE:

11-18-4: COMMERCIAL SITE DESIGN STANDARDS:

11-18-5: COMMERCIAL BUILDING DESIGN STANDARDS:

11-18-6: INDUSTRIAL SITE DESIGN STANDARDS:

11-18-7: INDUSTRIAL BUILDING DESIGN STANDARDS:

11-18-1: PURPOSE:

The purpose of this chapter is to ensure that all new development within the city is of exceptional quality and expresses attractive architectural and site design standards consistent with its particular use and location. The provisions in this chapter are meant to supplement the objectives of other chapters in this title which also impose certain design standards or requirements that are zone specific. (Ord. 2010-04, 1-26-2010)

11-18-2: APPLICABILITY:

The design standards set forth in this chapter shall apply to:

A. New Buildings And Uses: All new two-family and multiple-family dwellings, public facilities, and commercial and industrial buildings and uses except where:

1. A different standard is imposed by the requirements of an applicable zoning classification; or
2. The requirements of this chapter are expressly superseded by another provision of this title.

B. Existing Buildings And Uses: Existing buildings and uses when a change occurs that involves a standard set forth in this chapter and:

1. Requires a building or other permit issued by the city;
2. Increases required parking; or
3. Increases the amount of outside storage.

C. Imposition Of Conditions: In approving a site plan, the planning commission may impose conditions consistent with the purpose and intent of this title.

D. Standards And Guidelines: This chapter establishes two (2) kinds of design criteria: design standards and design guidelines. They are intended to improve the quality and compatibility of

development, particularly with regard to building design and site design. These criteria apply to all nonresidential projects and are the minimum that will be accepted.

1. Design Standards: Design standards are required in addition to other standards set forth in this title and are indicated by the verb "shall". Design standards are intended to ensure quality development and permanence in design. The implementation of these standards ensures that the goals and values of the community are reflected in each commercial development and contribute positively to the overall built environment. To better clarify these standards, a set of design guidelines may accompany and explain each standard.
2. Design Guidelines: Design guidelines are utilized in building and site design to meet the required standards set forth in this chapter. They indicate additional actions that may be taken to enhance development design and achieve greater compatibility with adjacent land uses. Guidelines use the verb "should" (rather than "shall"), signifying that they are desirable objectives. Application of the guidelines will depend on the nature of the proposed site plans and the surrounding area, as may be determined by the planning commission. (Ord. 2010-04, 1-26-2010)

11-18-3: DEVIATIONS FROM STRICT COMPLIANCE:

A. Deviations Authorized: In all applicable cases the design standards contained in this chapter shall be met, except as determined by the planning commission. Deviations from strict compliance of the standards listed in this chapter may be authorized if the planning commission makes the findings listed in subsection B of this section.

B. Findings Required: The planning commission may authorize a deviation from the standards listed in this chapter if it finds the deviation:

1. Is consistent with the purpose of this chapter and any applicable master plan or ordinance;
2. Will not adversely affect neighboring property owners or residents; and
3. Reflects an innovative or unique design that conforms to the requirements of this chapter to the greatest extent possible and offers alternatives for addressing the intent of the requirements of this chapter; or is required to create a consistent and compatible design in cases which involve the following:
 - a. Redeveloped buildings;
 - b. Additions to existing buildings;
 - c. Minor structures added to a site; or
 - d. New buildings within a previously approved phased project. (Ord. 2010-04, 1-26-2010)

11-18-4: COMMERCIAL SITE DESIGN STANDARDS:

A. Building Placement: The following standards shall be carefully considered as part of the overall development review:

1. All buildings shall be located with the main facade facing the principal street to which it has frontage.

2. Buildings located on corner lots shall orient main facades to each street and give equal treatment to each.
3. Buildings located on corner lots should include a prominent architectural feature of greater height or emphasis at the corner where the two (2) public streets meet.
4. Buildings should be located as close to the front property line considering site, use, and other constraints or requirements.
5. Main entrances shall be oriented toward the street rather than parking in cases where buildings can be located adjacent to the public right of way.

B. Context: New development shall consider the site design and building placement of surrounding development in order to create a site which relates to its surroundings and adds positively to the overall built environment in the site area. Additionally all developments shall consider natural features, such as view corridors, water channels, topography, and vegetation, as integral features to be preserved, enhanced, and which will contribute to the site.

C. Miscellaneous Site Considerations: The following considerations shall be made during initial site planning:

1. Service And Loading Bays: Landscaped areas and walls shall be used to decrease noise levels and separate loading and service bays from customer parking where possible. Service and loading bays (automotive, service, tire, etc.) should be oriented away from neighboring residential areas and major public streets. The general public should be restricted from accessing such areas when possible.
2. Outdoor Refuse And Garbage Collection Containers: Outdoor refuse and garbage collection containers shall be fully screened from view using the same materials as the building or approved masonry fencing. Enclosures shall also be surrounded by landscaping to further soften their visual impact. The general public shall be restricted from accessing such areas.
3. Generators; Large Auxiliary Equipment: Generators and other large auxiliary equipment shall be placed at locations where they will be least intrusive in terms of noise, appearance, and odors, particularly for occupants of neighboring properties. Site plans should also consider public utilities equipment placement and communicate early in the planning process with the various public utility providers about potential utility equipment placement on the site.
 - a. Equipment should be kept low to the ground.
 - b. Exhaust systems shall not protrude above the equipment.
 - c. Walls, landscaping, and other screening shall be used.
4. Open Spaces: The locations of all buildings and structures shall allow and provide an interconnected system of open space allowing open space and landscaping areas to connect with similar open spaces and landscaping areas existing, or planned to be located, on adjacent properties.

5. Chainlink Fencing: Chainlink fencing shall not be permitted adjacent to a public right of way or in a required front yard.
 6. Utilities: All utility distribution facilities, including electrical, telecommunications, and natural gas services shall be placed underground. Transformers, terminal boxes, meter cabinets, pedestals and other necessary appurtenances to the underground facilities may be placed aboveground where necessary.
- D. Landscaping: Landscaping shall be used as a tool to enhance and beautify the site.
1. Outdoor amenities shall be provided for every development on a site with a combined building floor area totaling twenty thousand (20,000) square feet or greater. Outdoor amenities are designed for pedestrians and create plazas or other focal points that are inviting to site patrons. These amenities shall be located near entrances or other focal points within the development where they will be convenient and comfortable for users. Restaurants and other similar uses are encouraged to provide additional outdoor seating areas for their patrons, but shall not include these areas as an outdoor amenity if restricted to only paying customers. Outdoor amenities may include the following:
 - a. Seating areas including patios, decks, porches, benches, tables, and pergolas;
 - b. Water features;
 - c. Garden areas designed for active use.
 2. Landscaping shall be integrated into the design, placement, and enhancement of pedestrian plazas, sitting areas, walkways, flagpoles, and signs. This may be accomplished by giving special attention to any plantings immediately adjacent to pedestrian areas and walkways. This landscaping shall not overgrow or impede pedestrian areas, but rather allow for detail and aesthetics more amenable to pedestrians.
 3. Drought resistant shrubs and trees are encouraged wherever possible in conjunction with efficient low water use irrigation systems.
 4. All proposed plants and landscape materials shall be consistent with (but not uniform) and of a similar scale with existing natural landscape, neighboring landscape, and adjacent streetscape areas where appropriate. Drought tolerant plant materials are encouraged. Landscaping improvements may also include berming, contouring, rocks, and boulders.
 5. The size and spacing of landscape elements shall be consistent and establish a coordinated relationship to any existing or proposed streetscape plantings. The size and spacing of landscape elements shall also be of appropriate scale and character to all proposed site structures and features.
- E. Lighting: All exterior lighting shall provide for the illumination of buildings and grounds for safety purposes, but in an aesthetic manner. All exterior lighting shall be reduced to the minimum levels necessary for safety and security purposes. The use of motion sensors and timers is encouraged.

1. Lighting schemes should include coordinating parking, wall, and pedestrian scaled fixtures which complement building architecture and site features.
2. Sensitively placed low light landscape lighting that highlights a site's desirable features is encouraged.
3. All off street parking area lighting shall be designed and installed to meet the following minimum requirements:
 - a. All lighting fixtures and poles shall be a decorative nature and painted a color as approved with site plan application.
 - b. The height of all lighting poles shall not exceed twenty feet (20'), measured to the top of the pole or luminary.
 - c. All light fixtures, including security lighting, shall be fully hooded or shielded and aimed and so that all direct illumination shall be confined to the property boundaries of the source. All motion sensing light fixtures shall be fully shielded and adjusted, according to the manufacturer's specifications, to turn off when detected motion ceases.
4. The following types of lighting shall be prohibited:
 - a. Exposed bulb fixtures;
 - b. Directional floodlights; and
 - c. Excessive or intense lighting of any kind.
5. Indoor lighting shall not be provided or constructed to provide lighting for any outdoor areas.

F. Parking And Circulation: The following measures shall be taken to ensure that needed parking areas are designed in such a way as to have a minimal impact on the built environment as possible:

1. Developments which generate significant increases in traffic should include an analysis of the proposed development's impact on the current and future transportation system, and methods to control such traffic.
2. Major internal circulation roadways that provide access from the public right of way or between buildings on the same site shall be separated from parking areas using curb and gutter and a combination of any of the following methods:
 - a. Landscaping;
 - b. Pedestrian walkways; or
 - c. Lighting.
3. Pedestrian walkways shall be a minimum of five feet (5') wide.

4. Cross access for automobiles and pedestrians to future and existing commercial developments shall be provided during initial site planning and construction, and be maintained in perpetuity.
5. The location and number of access points to the site, the interior circulation pattern, and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.

G. Pedestrian Considerations: Site layout and design shall consider with equal weight the needs of pedestrians and automobiles. Measures shall be taken to ensure adequate access and safety for pedestrians on the site.

1. Pedestrian access from the public right of way through the site to main entrances shall be provided. These walkways shall be constructed of different materials than the roadway or parking area, and provide for clearly defined crossings where there are points of conflict with automobiles.
2. Similar pedestrian access from public transit stations and stops into the site and to each building entrance shall be provided.
3. Differing roadway materials within parking lots shall be used directly in front of entrances to slow motorists and create a safer environment for pedestrians.
4. Pedestrian drop off locations shall be convenient and safe for pedestrians.
5. Benches, pedestrian scaled lighting, bike racks, and other pedestrian amenities shall be placed appropriately throughout the site.

H. Security: Security of the site and CPTED (crime prevention through environmental design) principles should be considered in any site design. Many of the goals of CPTED are supported by and accomplished through following the standards and guidelines already enumerated in this chapter. In addition to these standards and guidelines, other measures should be considered with the following four (4) overlapping CPTED principles in mind:

1. Territoriality is a design concept that plainly demarcates private space from semipublic and public areas. Clear territoriality in the design of a site also creates a sense of ownership wherein people will be more likely to defend and care for such spaces. Following this principle ultimately creates an environment where intruders stand out and are more easily identified.
 - a. Symbolic barriers such as landscaping or changes in paving materials or patterns can be effective in creating defined public spaces.
 - b. Spaces which are designed for active use such as plazas, outdoor seating and eating areas, benches, fountains, and playgrounds add to the sense of ownership.
2. Natural surveillance is a design concept directed primarily at keeping intruders under observation. Provision of natural surveillance helps create environments where there is sufficient opportunity for people engaged in their normal behavior to observe the space around them. Areas can be designed so they are more easily observed through:

- a. Landscape designs and follow up maintenance that allows for clear, unobstructed views of accessible areas;
 - b. Walkways which are visible, well lit, and overlooked by windows from nearby buildings;
 - c. Mixed uses that engage a site at all hours;
 - d. Use of unglazed or tinted windows and doors; and
 - e. Lighting of alcoves, stairwells, and other areas which may otherwise provide concealment.
3. Access control is a design concept directed primarily at decreasing criminal accessibility. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas where they will not be easily observed through:
- a. Clearly marking entrances;
 - b. Restricting access to screened areas such as garbage receptacles, delivery areas, and outdoor storage areas; and
 - c. Eliminating design elements which allow access to roofs and upper levels.
4. Proper maintenance of landscaping, lighting treatments, and other features can facilitate the principles of CPTED.
- I. Signs: The primary purpose of signs is to clearly identify businesses. Signs shall be integrated into the overall design of a commercial development including materials, and shall add to the quality of the built environment without contributing to visual clutter. While the approval of signs requires a separate review and approval process, their placement should be planned for during initial site planning and provide for required landscaping, lighting, and other related considerations.
- J. Noise Impact: Site design shall include provisions and strategies for limiting noise, particularly to adjacent property. The occupants of a proposed development should be protected from noise from both outside and within the site through screening, setbacks, and building materials. Noise generating equipment shall be located and buffered to minimize potential on site and off site impacts.
- K. Screening Walls, Fences, And Other Visual Barriers: Walls, fences, and barriers that create a continuous surface greater than twenty feet (20') in length shall be softened visually with acceptable landscaping. All walls and fences shall conform to the major architectural style of the site plan. (Ord. 2010-04, 1-26-2010)

11-18-5: COMMERCIAL BUILDING DESIGN STANDARDS:

- A. Context: All building designs shall consider surrounding or nearby buildings and developments and implement design solutions which are sensitive to those nearby buildings and developments. The review of this requirement shall be based on the following:

1. The buildings contribute positively to the overall character of the city and the neighborhood in which it is located;
2. The buildings reflect the character of surrounding development through the use of similar positive and desirable features;
3. The buildings demonstrate imaginative design; and
4. Where proposed building designs closely copy or mirror surrounding development, the buildings vary colors, materials, or architectural elements.

B. Entrances: All building entrances shall be clearly articulated to indicate a transition from the exterior to the interior of the building. Every main entrance shall have a special emphasis when compared to the other portions of the building. This shall be accomplished through the use of at least three (3) of the following near entrances:

1. A prominent architectural feature that is unique to the overall building design;
2. Complementary yet differing building materials or colors;
3. Increased use of windows or glass;
4. Pedestrian amenities that may include patios, porches, special paving treatments, seating areas, or awnings; or
5. Increased landscaping.

C. Facade Articulation: Buildings designed with completely flat facades and monotone color schemes shall not be permitted. All buildings shall demonstrate articulation of all facades.

1. Horizontal or vertical facade variations shall occur at least every thirty feet (30') or along a minimum of sixty percent (60%) of the horizontal length of buildings with facades one hundred feet (100') or greater. This shall be accomplished by using methods such as:
 - a. Variation in the surface plane that may include pop outs, bays, and recesses;
 - b. Variation in the surface pattern such as arches, banding, and paneling; or
 - c. Distinguished treatment of windows, doors, and eaves that may include molding or framing.
2. Buildings with facades one hundred feet (100') or greater in total length shall have at least one significant facade variation from the primary wall plane whose depth is at least five percent (5%) of the total facade length and whose width is at least twenty percent (20%) of the total facade length. There shall be no uninterrupted facades one hundred feet (100') or greater in length.

D. Height And Roofline: All buildings shall demonstrate an appropriate roof height that is compatible with the building's location, and vary rooflines in order to add architectural interest and avoid the appearance or sense of monotonous roofline expanses. All buildings shall:

1. Demonstrate appropriate roof height for the location based on zoning regulations and the height of buildings within the immediate area;
2. Provide roofline and parapet variations where there are long, continuous, and undisturbed rooflines fifty feet (50') or greater;
3. Use similar materials and colors on the back of false fronts, parapets, cornices, or other parts of the building which extend beyond the roofline or main building so that the building appears cohesive from all views; and
4. Provide for screening of mechanical equipment and systems that need to be mounted on the roof. Any minimal portion of these pieces of equipment that may not be fully shielded shall be painted a color which is compatible with the roofing or parapet materials.

E. Massing: Buildings shall have a composition which clearly relates to surrounding buildings, as well as to the overall scale of the built environment in nearby residential or commercial neighborhoods. Proper massing reduces the impact of the massive bulk created by large buildings that may not otherwise relate in scale to surrounding development. Vertical articulation, horizontal articulation, and multi-planed roof and awning designs should be used to mitigate the impact that may occur on surrounding development and the overall landscape.

F. Materials: High quality, long lasting materials shall be required for all buildings in order to contribute to the aesthetics of the community over the long term. Permanence in design and construction will add to the overall value and sustainability of the community.

1. A minimum of three (3) colors per elevation shall be required.
2. Color utilization should be sensitive to existing development within the vicinity and the natural landscape in which the project is situated.
3. All projects shall submit a sample board containing actual samples of all exterior surface materials, including roofing materials, in all the colors that will be used. No photos shall be permitted.

G. Pedestrian Considerations: All buildings shall consider pedestrians as an integral part of the design. Additionally, buildings that contain more than one story or that are taller than twenty feet (20') in height shall provide a clearly articulated and more detailed base that relates to pedestrians.

H. Windows: The majority of windows shall relate to the scale of the person.

1. Windows should be at eye level when possible and provide for transparency into the building.
2. Where buildings are adjacent to pedestrian walkways, transparent windows shall be used to relate the scale of the building and the building's interior to pedestrians. Where transparent windows may not be desirable, tinted windows, false windows, or glass block shall be used.

3. Window awnings are an effective way to add detail and variation to a building, emphasize pedestrian scale windows, and create an exciting and inviting environment. When placing awnings:

- a. Quality materials shall be used which are durable and are able to withstand extremes in the weather;
- b. Colors should be complementary to the color of the building on which the awning is located; and
- c. Styles should be compatible with the architectural features and overall architecture of the building on which the awning is located.

I. Architectural Details: Surface details, ornaments, and other building elements that enrich the character of a building shall be provided. Attention to detail, including all building and architectural design elements shall be required. The following architectural details are desirable and encouraged:

- 1. Stonework;
- 2. Exposed beams and columns;
- 3. Cornices, moldings, bands, pop outs, decorative vents, cast or sculpted features;
- 4. Covered walkways, breezeways, bays, and balconies;
- 5. Courtyards and patios;
- 6. Wide roof overhangs; and
- 7. Accessories such as art features, benches, pots, lamps, artwork, and sculptures.

J. Building Additions: All additions to existing buildings shall incorporate the predominant architectural features, materials, and colors of the existing building. (Ord. 2010-04, 1-26-2010)

11-18-6: INDUSTRIAL SITE DESIGN STANDARDS:

A. Context: New development shall consider the site design and building placement of surrounding development in order to create a site which relates to its surroundings and adds positively to the overall built environment in the site area. Additionally all developments shall consider natural features, such as view corridors, water channels, topography, and vegetation, as integral features to be preserved, enhanced, and which will contribute to the site.

B. Building Placement: ~~The following standards shall be carefully considered as part of the overall development review:~~

All buildings shall be designed to locate the main front facade facing the principal street to which it has frontage or oriented towards the primary access for vehicular and pedestrian access for the property.

2. ~~Buildings located on corner lots shall include a prominent architectural feature of greater height or provide an emphasis at the corner where two (2) public streets meet or where a private street intersects with a public street. (Repeats in Building Standards. Probably remove.)~~

- 3.1. ~~Convenient public access and short term visitor parking shall be provided at the main entrance of the building. Move to Parking Section?~~

C. Vehicular Circulation.

1. Developments which generate significant increases in traffic shall include an analysis of the proposed development's impact on the current and future transportation system, and methods to control such traffic.
2. Primary entry drives for automobiles, especially visitors, shall be enhanced with: ornamental landscaping, low-level decorative walls, monument-type signs, or decorative paving to emphasize site access locations.
3. Uses where trucks are anticipated, such as distribution centers, shall be planned to accommodate safety and maximize visibility for both truck maneuvering and other traffic.
4. The design and location of loading areas and dock facilities shall be designed to minimize the interaction between trucks and other automobiles. Access to loading and delivery areas should be separated from parking areas.
5. The design and location of loading facilities shall take into consideration the specific dimensions required for the maneuvering of large trucks and trailers into and out of loading position at docks or in stalls and driveways.
6. The location and number of access points to the site, the interior circulation pattern, and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.
7. Major internal circulation roadways that provide access from the public right of way or between buildings on the same site shall be separated from parking areas using curb and gutter and a combination of any of the following methods:
 - a. Landscaping;
 - b. Pedestrian walkways; or
 - c. Lighting.

D. Parking Location.

1. Parking lots should not be the dominant visual element at the front of the site. Expansive paved areas located between the street and the building are prohibited.
2. Large parking areas (over 100 spaces) shall be divided into smaller multiple lots and provided with trees located throughout the parking area to reduce the visual impact
3. Landscaping of parking areas shall comply with all other applicable standards of this title.

4. Visitor parking spaces should be located to produce the shortest route of travel to a building entrance.

4.5. Convenient public access and short-term visitor parking shall be provided at the main entrance of the building.

E. Pedestrian Considerations: Site layout and design shall consider with equal weight the needs of pedestrians and automobiles. Measures shall be taken to ensure adequate access and safety for pedestrians on the site.

1. Pedestrian access from the public right of way through the site to main entrances shall be provided. These walkways shall be constructed of different materials than the roadway or parking area, and provide for clearly defined crossings where there are points of conflict with automobiles.
2. Pedestrian walkways shall be a minimum of five feet (5') wide.
3. Similar pedestrian access from public transit stations and stops into the site and to main building entrance shall be provided.
4. Differing roadway materials within parking lots shall be used directly in front of entrances to slow motorists and create a safer environment for pedestrians.
5. Parking lot pedestrian walkways shall provide safe, convenient, and well-defined access between parking areas and the public sidewalk and the main public access to the building.
6. Parking lot pedestrian circulation shall be clearly delineated and separate from vehicle circulation. The use of landscaping, walkways, or decorative paving to delineate pedestrian circulation must be used.

F. Landscaping: Landscaping shall be used as a tool to enhance and beautify the site.

1. Landscape design should follow an overall concept and link various site components together.
2. Landscaped areas should incorporate a three-tiered planting system:
 - (a) grasses, ground covers, or flowers;
 - (b) shrubs or vines; and
 - (c) trees.
3. The landscape design shall use a variety of trees, especially in parking areas and pedestrian open space areas.
4. More intense landscaping and special landscape features shall be provided at major focal points, such as entries and pedestrian gathering areas.
5. The front, public portions of buildings shall be separated from parking areas by landscaping and pedestrian walkways.

6. Drought resistant shrubs and trees are encouraged and should be used wherever possible in conjunction with efficient low water use irrigation systems.
7. All proposed plants and landscape materials shall be consistent with (but not uniform) and of a similar scale with existing natural landscape, neighboring landscape, and adjacent streetscape areas where appropriate. Landscaping improvements may also include berming, contouring, rocks, and boulders.
8. Landscaping shall be integrated into the design, placement, and enhancement of pedestrian plazas, sitting areas, walkways, flagpoles, and signs. This may be accomplished by giving special attention to any plantings immediately adjacent to pedestrian areas and walkways. This landscaping shall not overgrow or impede pedestrian areas, but rather allow for detail and aesthetics more amenable to pedestrians.
9. Outdoor amenities shall be provided for every development on a site with a combined building floor area totaling twenty thousand (20,000) square feet or greater. Outdoor amenities are designed for employees and create plazas or other focal points that are inviting to site patrons. These amenities shall be located near entrances or other focal points within the development where they will be convenient and comfortable for users. Outdoor amenities may include the following:
 - a. Seating areas including patios, decks, porches, benches, tables, and pergolas;
 - b. Water features;
 - c. Garden areas designed for active use.

G. Site Lighting: All exterior lighting shall provide for the illumination of buildings and grounds for safety purposes, but in an aesthetic manner. All exterior lighting shall be reduced to the minimum levels necessary for safety and security purposes. The use of motion sensors and timers is encouraged.

1. Lighting schemes should include coordinating parking, wall, and pedestrian scaled fixtures which complement building architecture and site features.
2. Sensitively placed low light landscape lighting that highlights a site's desirable features is encouraged and should be provided where appropriate.
3. All off street parking area lighting shall be designed and installed to meet the following minimum requirements:
 - a. The height of all lighting poles shall not exceed twenty feet (20'), measured to the top of the pole or luminary.
 - b. All light fixtures, including security lighting, shall be fully hooded or shielded and aimed so that all direct illumination shall be confined to the property boundaries of the source. All motion sensing light fixtures shall be fully shielded and adjusted, according to the manufacturer's specifications, to turn off when detected motion ceases.
4. The following types of lighting shall be prohibited:
 - a. Exposed bulb fixtures;

- b. Directional floodlights; and
- c. Excessive or intense lighting of any kind.

H. Security: Security of the site and CPTED (crime prevention through environmental design) principles should be considered in any site design. Many of the goals of CPTED are supported by and accomplished through following the standards and guidelines already enumerated in this chapter. In addition to these standards and guidelines, other measures should be considered with the following four (4) overlapping CPTED principles in mind:

1. Territoriality is a design concept that plainly demarcates private space from semipublic and public areas. Clear territoriality in the design of a site also creates a sense of ownership wherein people will be more likely to defend and care for such spaces. Following this principle ultimately creates an environment where intruders stand out and are more easily identified.
 - a. Symbolic barriers such as landscaping or changes in paving materials or patterns can be effective in creating defined public spaces.
 - b. Spaces which are designed for active use such as plazas, outdoor seating and eating areas, benches, fountains, and playgrounds add to the sense of ownership.
2. Natural surveillance is a design concept directed primarily at keeping intruders under observation. Provision of natural surveillance helps create environments where there is sufficient opportunity for people engaged in their normal behavior to observe the space around them. Areas can be designed so they are more easily observed through:
 - a. Landscape designs and follow up maintenance that allows for clear, unobstructed views of accessible areas;
 - b. Walkways which are visible, well lit, and overlooked by windows from nearby buildings;
 - c. Mixed uses that engage a site at all hours;
 - d. Use of unglazed or tinted windows and doors; and
 - e. Lighting of alcoves, stairwells, and other areas which may otherwise provide concealment.
3. Access control is a design concept directed primarily at decreasing criminal accessibility. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas where they will not be easily observed through:
 - a. Clearly marking entrances;
 - b. Restricting access to screened areas such as garbage receptacles, delivery areas, and outdoor storage areas; and
 - c. Eliminating design elements which allow access to roofs and upper levels.
4. Proper maintenance of landscaping, lighting treatments, and other features can facilitate the principles of CPTED.

I. Miscellaneous Site Considerations: The following considerations shall be made during initial site planning:

1. Outdoor Refuse And Garbage Collection Containers: Outdoor refuse and garbage collection containers shall be ~~fully~~ screened from view of a **public right-of-way** using the same materials as the building or approved masonry fencing. **Additionally**, enclosures **should be** surrounded by landscaping to further soften their visual impact. The general public shall be restricted from accessing such areas.
2. Generators; Large Auxiliary Equipment, and Solar Arrays: Generators and other large auxiliary equipment shall be placed at locations where they will be least intrusive in terms of noise, appearance, and odors, particularly for occupants of neighboring properties. Site plans should also consider public utilities equipment placement and communicate early in the planning process with the various public utility providers about potential utility equipment placement on the site.
 - a. Equipment should be kept low to the ground.
 - b. Exhaust systems shall not protrude above the equipment.
 - c. Walls, landscaping, and other screening shall be used to screen equipment.
3. Chainlink Fencing: Chainlink fencing shall not be permitted adjacent to a public right of way, in a required front yard, or in an area that is visible from a public right of way.
4. Utilities: All utility distribution facilities, including electrical, telecommunications, and natural gas services shall be placed underground. Transformers, terminal boxes, meter cabinets, pedestals and other necessary appurtenances to the underground facilities may be placed aboveground where necessary.
5. Noise Impact: Site design shall include provisions and strategies for limiting noise, particularly to adjacent property. The occupants of a proposed development should be protected from noise from both outside and within the site through screening, setbacks, and building materials. Noise generating equipment shall be located and buffered to minimize potential on site and off site impacts.
6. Screening Walls, Fences, And Other Visual Barriers: Walls, fences, and barriers that create a continuous surface greater than twenty feet (20') in length shall be softened visually with acceptable landscaping. All walls and fences shall conform to the major architectural style of the site plan.

11-18-7: INDUSTRIAL BUILDING DESIGN STANDARDS:

A. Context: All building designs shall consider surrounding or nearby buildings and developments and implement design solutions which are sensitive to those nearby buildings and developments.

B. Architectural Form and Detail.

1. If adjacent to a residential zoning district, an additional building setbacks of 10 feet shall be provided adjacent to the residential use to reduce the visual impact of large-scale industrial buildings. The additional 10 feet shall be landscaped with trees to provide buffering and shall not include parking, vehicular access, or storage areas for equipment or mechanical systems. Those uses may exist beyond the 10 foot buffer.
2. The mass and scale of large, box-like industrial buildings shall be reduced through the incorporation of varying building heights, setbacks, and or building projections along the front or primary street sides of building facades.
3. Front and street side facades of large buildings visible from a public street shall include:
 - a. Architectural features such as reveals;
 - b. Windows and openings; and
 - c. Changes in color, texture, or material to add interest to the building elevation and reduce its visual mass.
4. Primary building entries shall be readily identifiable and well defined through the use of projections, recesses, columns, roof structures, or other design elements. The primary building entries shall be clearly articulated to indicate a transition from the exterior to the interior of the building. Every main entrance shall have a special emphasis when compared to the other portions of the building. This shall be accomplished through the use of at least three (3) of the following near entrances:
 - a. A prominent architectural feature that is unique to the overall building design;
 - b. Complementary yet differing building materials or colors;
 - c. Increased use of windows or glass;
 - d. Pedestrian amenities that may include patios, porches, special paving treatments, seating areas, or awnings; or
 - e. Increased landscaping.

C. Color and Materials.

1. A comprehensive material and color scheme shall be developed for each site. Material and color variations in multi-building complexes must be complementary and compatible among buildings.
2. A minimum of three (3) colors per elevation shall be required.
3. Color utilization should be sensitive to existing development within the vicinity and the natural landscape in which the project is situated.
4. High quality, long lasting materials shall be required for all buildings in order to contribute to the aesthetics of the community over the long term. Permanence in design and construction will add to the overall value and sustainability of the community.

5. All projects shall submit a sample board containing actual samples of all exterior surface materials, including roofing materials, in all the colors that will be used.
6. Primary Materials. Each exterior wall façade shall include two of the following primary materials: brick, tilt-up concrete, architectural block, stone, or glass. If tilt-up concrete is used as one of the primary materials a minimum of two paint colors must be used on the wall. Unfinished gray concrete block is not permitted. The use of non-insulated metal siding exclusively on any wall is prohibited. All finish material shall be durable to the effects of weather and soiling.
- ~~6. Primary Materials. **Fifteen percent (15%) of the front each exterior wall facade and ten percent (10%) of street facing exterior walls** Primary materials shall include two of the following materials: brick, tilt-up concrete, architectural block, stone, or glass. If tilt-up concrete is used as one of the primary materials a minimum of two paint colors must be used on the wall. Unfinished gray concrete block is not permitted. The use of non-insulated metal siding exclusively on any wall is prohibited. All finish material shall be durable to the effects of weather and soiling.~~
7. Large expanses of primary materials, or other uniform material shall be broken up with pop outs, recesses, awnings, staggered facades, metal structures, change in color or texture, or the addition of other designed three dimensional architectural features, every 100 feet.
- ~~7. Large expanses of **primary materials precast concrete (including cast in place concrete tilt-up panels)**, or other uniform material shall be broken up with pop outs, recesses, awnings, staggered facades, metal structures, **trellis**, change in color or texture, or the addition of other designed three dimensional architectural features, every 100 feet.~~
8. The ends or corners of buildings **facing a public right of way** shall be articulated with a prominent architectural feature such as a change in **major primary** material (i.e. change from tilt-up concrete panel to brick), increased roof projection of parapet, or increased transparency.
9. Bright, contrasting colors should be used for small areas of building and for accents only.
10. Design and colors of wall signs should be compatible with the main buildings on the site.
11. Materials, design, and colors of monument signs shall be compatible with the main buildings on the site.

D. Accessory Buildings.

1. The design of accessory buildings (e.g., security kiosks, maintenance buildings, and outdoor equipment enclosures) shall be incorporated into and be compatible with the overall design of the project and the main buildings on the site.
2. Temporary buildings shall not to be located where they will be visible from adjoining public streets.

3. Modular buildings shall be skirted with material and color that is compatible with the modular unit and the main buildings on the site. All temporary and modular structures shall comply with all other applicable standards of this title for use and duration of use.

E. Building Additions:

1. All additions to existing buildings shall incorporate the predominant architectural features, materials, and colors of the existing building.

CLEARFIELD CITY ORDINANCE 2020-09

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 11, Chapter 11, Article D, Section 11 – Manufacturing Zone, Other Requirements; and Chapter 18 – Design Standards, by amending design standards for the M-1 (Manufacturing) zone.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 11, Article D, Section 11, Paragraph F – Exterior Building Materials, is hereby repealed.

Title 11, Chapter 18, Section 4- Site Design Standards, is hereby retitled as “Commercial Site Design Standards.”

Title 11, Chapter 18, Section 5- Building Design Standards, is hereby retitled as “Commercial Building Design Standards.”

Title 11, Chapter 18, is hereby amended by enacting Section 6 – Industrial Site Design Standards, to read as follows:

11-18-6: INDUSTRIAL SITE DESIGN STANDARDS:

- A. Context: New development shall consider the site design and building placement of surrounding development in order to create a site which relates to its surroundings and adds positively to the overall built environment in the site area. Additionally all developments shall consider natural features, such as view corridors, water channels, topography, and vegetation, as integral features to be preserved, enhanced, and which will contribute to the site.
- B. Building Placement: All building(s) shall be designed to locate the main front facade facing the principal street to which it has frontage or oriented towards the primary access for vehicular and pedestrian access for the property.

C. Vehicular Circulation.

1. Developments which generate significant increases in traffic shall include an analysis of the proposed development's impact on the current and future transportation system, and methods to control such traffic.
2. Primary entry drives for automobiles, especially visitors, shall be enhanced with: ornamental landscaping, low-level decorative walls, monument-type signs, or decorative paving to emphasize site access locations.
3. Uses where trucks are anticipated, such as distribution centers, shall be planned to accommodate safety and maximize visibility for both truck maneuvering and other traffic.
4. The design and location of loading areas and dock facilities shall be designed to minimize the interaction between trucks and other automobiles. Access to loading and delivery areas should be separated from parking areas.
5. The design and location of loading facilities shall take into consideration the specific dimensions required for the maneuvering of large trucks and trailers into and out of loading position at docks or in stalls and driveways.
6. The location and number of access points to the site, the interior circulation pattern, and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.
7. Major internal circulation roadways that provide access from the public right of way or between buildings on the same site shall be separated from parking areas using curb and gutter and a combination of any of the following methods:
 - a. Landscaping;
 - b. Pedestrian walkways; or
 - c. Lighting.

D. Parking Location.

1. Parking lots should not be the dominant visual element at the front of the site. Expansive paved areas located between the street and the building are prohibited.
2. Large parking areas (over 100 spaces) shall be divided into smaller multiple lots and provided with trees located throughout the parking area to reduce the visual impact
3. Landscaping of parking areas shall comply with all other applicable standards of this title.

4. Visitor parking spaces should be located to produce the shortest route of travel to a building entrance.
5. Convenient public access and short-term visitor parking shall be provided at the main entrance of the building

E. Pedestrian Considerations: Site layout and design shall consider with equal weight the needs of pedestrians and automobiles. Measures shall be taken to ensure adequate access and safety for pedestrians on the site.

1. Pedestrian access from the public right of way through the site to main entrances shall be provided. These walkways shall be constructed of different materials than the roadway or parking area, and provide for clearly defined crossings where there are points of conflict with automobiles.
2. Pedestrian walkways shall be a minimum of five feet (5') wide.
3. Similar pedestrian access from public transit stations and stops into the site and to main building entrance shall be provided.
4. Differing roadway materials within parking lots shall be used directly in front of entrances to slow motorists and create a safer environment for pedestrians.
5. Parking lot pedestrian walkways shall provide safe, convenient, and well-defined access between parking areas and the public sidewalk and the main public access to the building.
6. Parking lot pedestrian circulation shall be clearly delineated and separate from vehicle circulation. The use of landscaping, walkways, or decorative paving to delineate pedestrian circulation must be used.

F. Landscaping: Landscaping shall be used as a tool to enhance and beautify the site.

1. Landscape design should follow an overall concept and link various site components together.
2. Landscaped areas should incorporate a three-tiered planting system:
 - (a) grasses, ground covers, or flowers;
 - (b) shrubs or vines; and
 - (c) trees.
3. The landscape design shall use a variety of trees, especially in parking areas and pedestrian open space areas.

4. More intense landscaping and special landscape features shall be provided at major focal points, such as entries and pedestrian gathering areas.
 5. The front, public portions of buildings shall be separated from parking areas by landscaping and pedestrian walkways.
 6. Drought resistant shrubs and trees are encouraged and should be used wherever possible in conjunction with efficient low water use irrigation systems.
 7. All proposed plants and landscape materials shall be consistent with (but not uniform) and of a similar scale with existing natural landscape, neighboring landscape, and adjacent streetscape areas where appropriate. Landscaping improvements may also include berming, contouring, rocks, and boulders.
 8. Landscaping shall be integrated into the design, placement, and enhancement of pedestrian plazas, sitting areas, walkways, flagpoles, and signs. This may be accomplished by giving special attention to any plantings immediately adjacent to pedestrian areas and walkways. This landscaping shall not overgrow or impede pedestrian areas, but rather allow for detail and aesthetics more amenable to pedestrians.
 9. Outdoor amenities shall be provided for every development on a site with a combined building floor area totaling twenty thousand (20,000) square feet or greater. Outdoor amenities are designed for employees and create plazas or other focal points that are inviting to site patrons. These amenities shall be located near entrances or other focal points within the development where they will be convenient and comfortable for users. Outdoor amenities may include the following:
 - a. Seating areas including patios, decks, porches, benches, tables, and pergolas;
 - b. Water features;
 - c. Garden areas designed for active use.
- G. Site Lighting: All exterior lighting shall provide for the illumination of buildings and grounds for safety purposes, but in an aesthetic manner. All exterior lighting shall be reduced to the minimum levels necessary for safety and security purposes. The use of motion sensors and timers is encouraged.
1. Lighting schemes should include coordinating parking, wall, and pedestrian scaled fixtures which complement building architecture and site features.
 2. Sensitively placed low light landscape lighting that highlights a site's desirable features is encouraged and should be provided where appropriate.

3. All off street parking area lighting shall be designed and installed to meet the following minimum requirements:
 - a. The height of all lighting poles shall not exceed twenty feet (20'), measured to the top of the pole or luminary.
 - b. All light fixtures, including security lighting, shall be fully hooded or shielded and aimed so that all direct illumination shall be confined to the property boundaries of the source. All motion sensing light fixtures shall be fully shielded and adjusted, according to the manufacturer's specifications, to turn off when detected motion ceases.
4. The following types of lighting shall be prohibited:
 - a. Exposed bulb fixtures;
 - b. Directional floodlights; and
 - c. Excessive or intense lighting of any kind.

H. Security: Security of the site and CPTED (crime prevention through environmental design) principles should be considered in any site design. Many of the goals of CPTED are supported by and accomplished through following the standards and guidelines already enumerated in this chapter. In addition to these standards and guidelines, other measures should be considered with the following four (4) overlapping CPTED principles in mind:

1. Territoriality is a design concept that plainly demarcates private space from semipublic and public areas. Clear territoriality in the design of a site also creates a sense of ownership wherein people will be more likely to defend and care for such spaces. Following this principle ultimately creates an environment where intruders stand out and are more easily identified.
 - a. Symbolic barriers such as landscaping or changes in paving materials or patterns can be effective in creating defined public spaces.
 - b. Spaces which are designed for active use such as plazas, outdoor seating and eating areas, benches, fountains, and playgrounds add to the sense of ownership.
2. Natural surveillance is a design concept directed primarily at keeping intruders under observation. Provision of natural surveillance helps create environments where there is sufficient opportunity for people engaged in their normal behavior to observe the space around them. Areas can be designed so they are more easily observed through:
 - a. Landscape designs and follow up maintenance that allows for clear, unobstructed views of accessible areas;

- b. Walkways which are visible, well lit, and overlooked by windows from nearby buildings;
 - c. Mixed uses that engage a site at all hours;
 - d. Use of unglazed or tinted windows and doors; and
 - e. Lighting of alcoves, stairwells, and other areas which may otherwise provide concealment.
- 3. Access control is a design concept directed primarily at decreasing criminal accessibility. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas where they will not be easily observed through:
 - a. Clearly marking entrances;
 - b. Restricting access to screened areas such as garbage receptacles, delivery areas, and outdoor storage areas; and
 - c. Eliminating design elements which allow access to roofs and upper levels.
- 4. Proper maintenance of landscaping, lighting treatments, and other features can facilitate the principles of CPTED.

I. Miscellaneous Site Considerations: The following considerations shall be made during initial site planning:

- 1. Outdoor Refuse And Garbage Collection Containers: Outdoor refuse and garbage collection containers shall be screened from view of a public right-of-way using the same materials as the building or approved masonry fencing. Additionally, enclosures should be surrounded by landscaping to further soften their visual impact. The general public shall be restricted from accessing such areas.
- 2. Generators; Large Auxiliary Equipment: Generators and other large auxiliary equipment shall be placed at locations where they will be least intrusive in terms of noise, appearance, and odors, particularly for occupants of neighboring properties. Site plans should also consider public utilities equipment placement and communicate early in the planning process with the various public utility providers about potential utility equipment placement on the site.
 - a. Equipment should be kept low to the ground.
 - b. Exhaust systems shall not protrude above the equipment.
 - c. Walls, landscaping, and other screening shall be used to screen equipment.

3. Chainlink Fencing: Chainlink fencing shall not be permitted adjacent to a public right of way, in a required front yard, or in an area that is visible from a public right of way.
4. Utilities: All utility distribution facilities, including electrical, telecommunications, and natural gas services shall be placed underground. Transformers, terminal boxes, meter cabinets, pedestals and other necessary appurtenances to the underground facilities may be placed aboveground where necessary.
5. Noise Impact: Site design shall include provisions and strategies for limiting noise, particularly to adjacent property. The occupants of a proposed development should be protected from noise from both outside and within the site through screening, setbacks, and building materials. Noise generating equipment shall be located and buffered to minimize potential on site and off site impacts.
6. Screening Walls, Fences, And Other Visual Barriers: Walls, fences, and barriers that create a continuous surface greater than twenty feet (20') in length shall be softened visually with acceptable landscaping. All walls and fences shall conform to the major architectural style of the site plan.

Title 11, Chapter 18, is hereby amended by enacting Section 7 – Industrial Building Design Standards, to read as follows:

11-18-7: INDUSTRIAL BUILDING DESIGN STANDARDS:

A. Context: All building designs shall consider surrounding or nearby buildings and developments and implement design solutions which are sensitive to those nearby buildings and developments.

B. Architectural Form and Detail.

1. If adjacent to a residential zoning district, an additional building setbacks of 10 feet shall be provided adjacent to the residential use to reduce the visual impact of large-scale industrial buildings. The additional 10 feet shall be landscaped with trees to provide buffering and shall not include parking, vehicular access, or storage areas for equipment or mechanical systems. Those uses may exist beyond the 10 foot buffer.
2. The mass and scale of large, box-like industrial buildings shall be reduced through the incorporation of varying building heights, setbacks, and or building projections along the front or primary street sides of building facades.
3. Front and street side facades of large buildings visible from a public street shall include:
 - a. Architectural features such as reveals;
 - b. Windows and openings; and

- c. Changes in color, texture, or material to add interest to the building elevation and reduce its visual mass.
- 4. Primary building entries shall be readily identifiable and well defined through the use of projections, recesses, columns, roof structures, or other design elements. The primary building entries shall be clearly articulated to indicate a transition from the exterior to the interior of the building. Every main entrance shall have a special emphasis when compared to the other portions of the building. This shall be accomplished through the use of at least three (3) of the following near entrances:
 - a. A prominent architectural feature that is unique to the overall building design;
 - b. Complementary yet differing building materials or colors;
 - c. Increased use of windows or glass;
 - d. Pedestrian amenities that may include patios, porches, special paving treatments, seating areas, or awnings; or
 - e. Increased landscaping.

C. Color and Materials.

- 1. A comprehensive material and color scheme shall be developed for each site. Material and color variations in multi-building complexes must be complementary and compatible among buildings.
- 2. A minimum of three (3) colors per elevation shall be required.
- 3. Color utilization should be sensitive to existing development within the vicinity and the natural landscape in which the project is situated.
- 4. High quality, long lasting materials shall be required for all buildings in order to contribute to the aesthetics of the community over the long term. Permanence in design and construction will add to the overall value and sustainability of the community.
- 5. All projects shall submit a sample board containing actual samples of all exterior surface materials, including roofing materials, in all the colors that will be used.
- 6. Primary Materials. Each exterior wall façade shall include two of the following primary materials: brick, tilt-up concrete, architectural block, stone, or glass. If tilt-up concrete is used as one of the primary materials a minimum of two paint colors must be used on the wall. Unfinished gray concrete block is not permitted. The use of non-

insulated metal siding exclusively on any wall is prohibited. All finish material shall be durable to the effects of weather and soiling.

7. Large expanses of primary materials, or other uniform material shall be broken up with pop outs, recesses, awnings, staggered facades, metal structures, , change in color or texture, or the addition of other designed three dimensional architectural features, every 100 feet.
8. The ends or corners of buildings shall be articulated with a prominent architectural feature such as a change in primary material (i.e. change from tilt-up concrete panel to brick), increased roof projection of parapet, increased transparency, or
9. Bright, contrasting colors should be used for small areas of building and for accents only.
10. Design and colors of wall signs should be compatible with the main buildings on the site.
11. Materials, design, and colors of monument signs shall be compatible with the main buildings on the site.

D. Accessory Buildings.

1. The design of accessory buildings (e.g., security kiosks, maintenance buildings, and outdoor equipment enclosures) shall be incorporated into and be compatible with the overall design of the project and the main buildings on the site.
2. Temporary buildings shall not to be located where they will be visible from adjoining public streets.
3. Modular buildings shall be skirted with material and color that is compatible with the modular unit and the main buildings on the site. All temporary and modular structures shall comply with all other applicable standards of this title for use and duration of use.

E. Building Additions:

1. All additions to existing buildings shall incorporate the predominant architectural features, materials, and colors of the existing building.

Section 2. Repealer: Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

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

DATED this 10th day of March, 2020, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 11, 2020

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
	Wendy Page	Deputy Recorder
EXCUSED:	Nancy Dean	City Recorder
VISITORS:	Ruth Jones, Kathryn Murray	

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

DISCUSSION ON THE FINAL SUBDIVISION PLAT FOR THE FREEPORT COLD STORAGE SUBDIVISION LOCATED AT APPROXIMATELY 440 SOUTH MAIN STREET

Brad McIlrath, Senior Planner, stated the applicant Keith Russell with Ensign Engineering had applied to consolidate three parcels at 440 South Main Street, approximately 11.33 acres, into one lot. He reviewed the zoning map and preliminary and final subdivision plats. He noted it would include a road dedication of Main Street, a 10-foot public utility easement around the perimeter, a railroad easement on the north side for the rail spur, a 20-foot wide sewer easement along the west end of the property, and the identification of the floodplain line for the separate flood plain zones.

Mayor Shepherd wondered what the purpose was for the request. Mr. McIlrath responded the applicant planned to sell the property and it was conditioned on combining all the properties.

Councilmember Peterson asked if it would change ownership soon. Mr. McIlrath answered it would and as far as staff was aware it would remain Freeport Cold Storage.

Mr. McIlrath indicated the Council would consider the Final Subdivision Plat at its policy session on February 25, 2019.

DISCUSSION ON THE GOOD LANDLORD PROGRAM

Spencer Brimley, Community Development Director, stated in August of 2008 the City began the process of implementing a Good Landlord Program (GLP) to allow for the regulation of residential units being used as rental dwellings within the City. He mentioned the original purpose for the program was to reduce the burden that was being placed on the City's Police Department. He indicated there had been statewide changes to good landlord programs, and with concerns of the potential exposure to related litigation, staff felt it was time to review the program and determine what action was desired for its future in the City.

Councilmember Thompson arrived at 6:08 p.m.

He recapped some of the discussion from 2017 about the program, which was acknowledged as a success but had the following specific challenges:

- The felon exclusion
- The time it took and the number of staff available to administer the program,
- Computer programs that did not interface well
- Software and programming issues which contributed to inefficiencies

Mr. Brimley indicated all of the issues identified in 2017 still existed and were perhaps more aggravated with new software.

Mr. Brimley reviewed those communities that still operated a Good Landlord Program.

Mr. Brimley reviewed the impacts and limitations related to the Good Landlord Program. He explained that Stacy Millgate, Customer Service Manager, currently managed the program. He requested feedback from the Council about options that might be more effective.

Councilmember Bush stated he would be in favor if the City did something similar to West Valley City (WVC) because apartment complexes can get messy but it could require more regulations of site plans and more personnel.

Councilmember Peterson expressed a desire to see what numbers came back on the study, but felt that going in another direction might be more productive.

Councilmember Roper stated he would like to review Ogden's nuisance level approach.

Councilmember Phipps stated he was for the objective oriented approach but did not want it to appear the City was singling out apartment complexes. Mr. Brimley explained how WVC had structured its policy.

Stuart Williams, City Attorney, stated that WVC had more resources than Clearfield City; therefore, it was a different set up. He said WVC is the model but it was important to acknowledge the City didn't have the same resources to devote to enforcement.

Mr. Brimley asked if the Council would be in favor of pausing the GLP while staff compiled a list of alternate options for enforcing the different aspects of the GLP.

Councilmember Thompson stated he had talked with some landlords and shared that they had voiced some concerns. He asked if there were a way to create a more escalating program instead of code itself. He explained if the government were to get involved then litigation and other fees could be problematic for landlords. Councilmember Peterson countered that the concerns brought up would be better served with getting rid of what the City had and finding something new to replace it. Councilmember Thompson felt there might be more gaps, which could result in more complaints.

There was a discussion on whether the City currently had sufficient manpower to implement any program. Staff was directed to conduct a study.

DISCUSSION ON THE UNDERGROUNDING OF OVERHEAD UTILITY LINES ON STATE STREET, 550 SOUTH TO 350 SOUTH

JJ Allen, City Manager, reviewed the locations of two significant redevelopment projects that were expected to be under construction later in the year, which included the Lotus project and the City Plaza Apartment project. He pointed out the development agreement with Lotus required the developer to bury the overhead utilities in conjunction with its project and the City Plaza developer had expressed some willingness to make a similar investment to make the project more attractive. He highlighted some of the benefits of tackling the entire stretch of the downtown as one project.

Mr. Allen wondered if the City Council would be interested in participating to accomplish undergrounding the overhead utilities on the west side of State Street, from 550 South to 350 South. He indicated the estimated costs of total relocation, linear foot of frontage area, and the approximate cost per linear foot were outlined in the staff report. He stated if the City was interested in participating with undergrounding the overhead utilities then the next question would be what source of funding to use for the project. He noted there were some properties that were not currently being redeveloped but perhaps the City could recoup some costs from those properties at the time each redeveloped through either a reimbursement agreement or pioneering agreement.

Councilmember Peterson asked for the definition of a pioneering agreement. Mr. Allen explained that the term pioneering was used more in the development of virgin ground rather than redevelopment and dealt with when certain aspects of the development crossed over land not being developed, the developer was pioneering across that land and would have the ability to be reimbursed over time since it was still benefiting the land not currently being developed.

Mr. Allen said the City Plaza developer was interested in participating but had not committed to the full fair share for the project. He reviewed the sources of revenue available to fund the project which included: \$1million left from the bond, CDRA fund balance, General Fund balance, and money transferred into the capital fund project.

There was a discussion on how the CDRA fund could be used to fund the project.

Councilmember Peterson was in favor of completing the project and shared her thoughts on the use of the CDRA and capital improvement funds. She wondered if the project could be used as a negotiating tool for redevelopment instead of a straight reimbursement fee.

Mayor Shepherd stated the City might not get all of the reimbursement back from the other developments and businesses unless the properties were redeveloped. He wondered if the benefit of aesthetics were worth the price the City would have to pay.

The consensus of the Council was yes the benefit was worth the expense and risk.

Mr. Allen asked which resources were the preference of the Council to use for the project. He stated the CDRA fund balance was an applicable use of the money. There was consensus from the Council to proceed in that direction.

It was stated that if the funds were recouped they would go back to the CDRA fund. Mr. Allen stated some of the agreements would need to be explored such as the pioneering agreement and reimbursement agreement.

Councilmember Thompson moved to adjourn at 6:45 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
February 11, 2020

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
	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
	Wendy Page	Deputy Recorder
EXCUSED:	Summer Palmer	Assistant City Manager
	Nancy Dean	City Recorder

VISITORS: Chris and Tami Slocum, Ruth Jones, Kathryn Murray, Kristi Bush, Bob Bercher, Jason Hamblin, Dan Lower, Jeff Baker

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

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

Councilmember Peterson led the opening ceremonies.

APPROVAL OF THE MINUTES FROM THE JANUARY 7, 2020 WORK SESSION;
JANUARY 14, 2020 WORK SESSION; JANUARY 14, 2020 POLICY SESSION; AND THE
JANUARY 28, 2020 POLICY SESSION

Councilmember Peterson requested a change to the January 7, 2020 work session minutes on page 7 where she referenced a building type that should be updated from “*four story walkup apartments*” to “*three story walkup apartments.*”

Councilmember Peterson suggested an amendment be made in the January 14, 2020 policy session minutes page 11 related to her communication item number four. She recommended it be clarified that the function was not a Council event at a local business but it was an informal opportunity to talk with a council member and she planned to be there to meet with interested persons. She requested the comment be changed from *“Informed residents that the Council would have an informal sit down at Beans Coffee on January 23, 2020 from 5 to 6 pm.”* to *“Informed residents she would be available to provide any interested persons an informal opportunity to meet with a council member at Beans Coffee on January 23, 2020 from 5 to 6 p.m.”*

Councilmember Roper asked for a minor correction to the January 28, 2019 policy session minutes. He indicated in the communication items his second comment should be updated from *“North Davis Fire District’s Administration Control Board”* to *“North Davis Fire District’s Administrative Board of Trustees.”*

Councilmember Peterson moved to approve the minutes from the January 7, 2020 work session; January 14, 2020 policy session; and the January 28, 2020 policy session; as amended; and the January 14, 2020 work session; as written, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper and Thompson. Voting NO – None.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO THE FORM BASED CODE (FBC)

Brad McIlrath, Senior Planner, explained the City Council adopted the Downtown Small Area Plan in 2016 and the Form Based Code in 2018. He explained that since the time of adoption it became apparent that some amendments might be needed to more fully address the vision the City had for the development of the downtown area. He noted staff had been working with a consultant, FFKR, to prepare the amendments. Mr. McIlrath highlighted the improved graphics, amendments to landscaping, building types, and the area proposed for the Form Based Code. He stated the public hearing was opened and tabled at the City Council meeting on January 14, 2020 because all the amendments were not ready for consideration at that time.

Mr. McIlrath reviewed the proposed zoning that would go along with the FBC and explained the proposed zoning would not be considered at the current meeting but would have a public hearing held in the future. He highlighted the different building types and uses that would be allowed in each of the zones presented.

Mayor Shepherd opened the public hearing at 7:15 p.m.

Mayor Shepherd asked for public comments.

Chris Slocum, resident, lived on 700 South and stated his property had been up for sale for 7 to 8 years. He felt limiting the area along 700 South to commercial or office building uses would be restrictive and requested it not be limited to commercial but kept open to allow for mixed uses including residential.

Councilmember Thompson moved to close the public hearing at 7:17 p.m. seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper and Thompson. Voting NO – None.

OPEN COMMENT PERIOD

There were no public comments.

APPROVAL OF ORDINANCE 2020-05 AMENDING THE FORM BASED CODE (FBC)

Councilmember Peterson thanked staff for the time and resources that had gone into making the changes recognized. She inquired about the amenities requirements in Chapter 6 of the Form Based Code (FBC). She stated her opinion that the requirements should be higher than what was stated. She explained if a reduction in amenities were requested by an individual developer, it could be explored with a development agreement. Councilmembers Roper and Bush felt the zoning should not make a difference in the amenities requirements.

Councilmember Peterson questioned the section related to parking credits. She advocated to eliminate the parking credits option for on-street parking since it would only be allowed for a portion of the year because of the City's winter parking restrictions. Councilmember Bush agreed on-street parking was for the general public and should not be counted towards a minimum parking requirement.

Councilmember Thompson expressed his concern that when looking at affordable housing and the features and amenities being required that the affordability would be affected and cause less diversification within the City.

Councilmember Peterson explained developers would still have a table of amenities to choose from in creating a development. She stated she felt that the development quality was of high importance so future residents had nice places to live within the City.

There was a discussion regarding the language used within the FBC regarding some of the amenities' options included in Table 6.13 (1) specifically for upgraded floor coverings or finishes. Mr. McIlrath stated in previous meetings it had been discussed to make the language more concrete; however, it was decided it would be hard to state what would be upgrades currently and what those upgrades would look like in the future so the language was not changed. He stated another option would be to completely omit sections of the table calling out amenity upgrades. Mayor Shepherd and Councilmembers Peterson and Roper felt like omitting upgraded floor coverings and upgraded finishes from the amenities table was the best option.

JJ Allen, City Manager, stated there was confusion with the word "amenities" within the Building Features section of the FBC and suggested it should be changed to say building "features." Mr. McIlrath agreed it would clarify that section to change the wording.

Councilmember Peterson requested on page 107, section 9.3 (1) and (1)(a) be removed entirely so on-street parking would not be used to fulfill parking requirements or applied as a credit

towards visitor parking. There was a discussion regarding parking credits and the ways transit or structured parking credits could incentivize the developer as well as benefit future tenants.

There was a discussion regarding the public hearing comment about zoning. Mr. McIlrath reviewed the zoning map included with the proposed FBC amendments. He explained if the Council chose to make changes to the proposed zoning of FBC, then those changes would be reported during the future Planning Commission and City Council meetings when the public hearings for rezoning the properties were scheduled. He mentioned the notices had already gone out to the property owners for the public hearings which were scheduled in coming weeks. He indicated ultimately the zoning would need to match what was included in FBC.

Mayor Shepherd stated the concern brought up in the public hearing was to allow commercial on a main level with vertical mixed use not horizontal mixed use. Mr. McIlrath confirmed and indicated the FBC only allowed for vertical mixed use. He highlighted key aspects that had been discussed to arrive at the final decision for the current zoning proposal which included meeting with the Utah Department of Transportation and looking at what would be the best fit in the future.

Councilmember Phipps expressed appreciation for the amount of work put into the revisions to the FBC and explained the FBC was an upgrade to what the City had before and that it was significantly better as far as the document was concerned. Councilmember Phipps stated his primary concerns regarding the FBC which were: the purest FBC did not take into account the types of uses and elected official involvement in decisions. He expressed his opinion that some of the types of uses descriptions within the document did not match his vision for the City. He felt the high density would not spawn the kind of environment envisioned and felt it would bring harmful effects. He expressed concern that what was envisioned along Main Street would not be met. He stated he was a proponent of change and progress and sought to improve the City, but was against this type of change.

Councilmember Roper moved to approve Ordinance 2020-05 amending the Form Based Code with the following changes as were discussed:

- **Amend page 79, sections 6.13.8 (2) and (3) to require a minimum of four (4) building features and four (4) tenant amenities in all zones.**
- **Update the word “amenities” to “features” on page 79, section 6.13.8 (2).**
- **Amend table 6.13 (1) on page 79 by striking “upgraded floor coverings” and “upgraded finishes in units” from the building features section.**
- **Strike from page 107, section 9.3 (1) and (1)(a) related to on street parking credits and renumber the other parking credit options as necessary.**
- **Amend table 9.2 (1) on page 107 by striking “On-street parking directly in front of a building may count towards required visitor parking (i.e up to 15% of total parking requirements).” from Footnote 1.**

and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, and Roper. Voting NO – Councilmembers Phipps and Thompson.

APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE HAMBLIN ESTATES
SUBDIVISION LOCATED AT APPROXIMATELY 741 WEST 300 NORTH (TINS: 12-019-
0121, 12-019-0030, AND 12-019-0029)

Brad McIlrath, Senior Planner, stated the applicant was requesting final approval to subdivide two properties and a portion of another for a 30-lot single-family development. He mentioned the proposed subdivision would have public streets and a connection to 300 North with future access points to the west and south. He reviewed the zoning and proposed layout with the preliminary request and the layout for proposed lots. He noted the Jordan Valley Water Conservancy District had an existing ninety foot (90') easement on the east side of the subdivision, so the homes on the east side of the subdivision would have greater rear yard setbacks than other subdivisions of the City. He commented parcel A was only 15,816 feet so it would be deeded to the City for a parking lot area for trail access. Mr. McIlrath indicated the Planning Commission heard the request on January 22, 2020, and recommended its approval with seven conditions outlined in the staff report.

Councilmember Phipps stated the engineer's report stated the storm water basin was too small and wondered if it had been addressed. Mr. McIlrath indicated it had been addressed and it was adequate for the requirements.

Councilmember Bush wondered if there was room in front of the easement line to put a house and if the developer had talked to the water district about that option. He also stated he did not see any standard fire access roads. Mr. McIlrath explained because the development was sticking to 30 lots and how the streets were designed, the fire access had been addressed.

Councilmember Phipps moved to approve the Final Subdivision Plat for the Hamblin Estates Subdivision located at approximately 741 West 300 North (TINS: 12-019-0121, 12-019-0030, and 12-019-0029) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENTS OF
INDIVIDUALS TO THE PARKS AND RECREATION COMMISSION

Mayor Shepherd explained three members of the Parks and Recreation Commission had terms that had expired. He acknowledged the individuals currently serving had indicated an interest and willingness to continue to serve. He noted there was also a vacancy created by the resignation of one of the members. He recommended Jeff Baker, Jim Cordeiro, and Andrea Bush as regular members of the Parks and Recreation Commission and Alyssa Belford as an alternate member of the Commission, with terms expiring December 31, 2022.

Councilmember Phipps commented each member had been a great asset to the Parks and Recreation Commission and he supported the recommendation.

Councilmember Phipps moved to approve and consent to the Mayor's proposed appointments of Jeff Baker, Jim Cordeiro, and Andrea Bush as regular members of the Parks and Recreation Commission and Alyssa Belford as an alternate member of the Commission, with terms expiring December 31, 2022 and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

APPROVAL OF THE AWARD OF PROPOSAL FOR THE PURCHASE OF EXERCISE BIKES FOR THE CLEARFIELD AQUATIC AND FITNESS CENTER

Eric Howes, Community Services Director, acknowledged the City had budgeted in FY20, \$45,000 for equipment replacement of 20 exercise bicycles. He mentioned staff recently solicited proposals to provide new exercise bikes for the Clearfield Aquatic and Fitness Center. He noted six vendors responded. He stated staff reviewed the proposals and was able to try out the proposed equipment from the vendors. Mr. Howes indicated staff's recommendation was complex but the intention would be to replace the 16 spin bikes used for classes with the Chrono Bike from Pacific Fitness and purchase the four remaining bikes from Fitlogistix - two Stages bikes for those users desiring a high intensity workout and two Solo bikes for those desiring a variety of courses. He pointed out the cost of delivery was included in the pricing. He noted there had also been a quote for a trade-in value, but staff felt it was low and might opt to maximize the return by selling through public surplus if a higher trade-in value could not be negotiated with the supplier.

Councilmember Phipps asked if the four bikes would be going out to the fitness area. Mr. Howes responded yes.

Councilmember Phipps wondered what the main differences were in the evaluations because the scoring seemed very similar but the pricing of bikes varied dramatically. Mr. Howes answered the four criteria identified in the staff report were used to evaluate the proposed equipment which included performance and efficiency, ease of transition, ability to continue certification with the Spin brand, and simplicity of maintenance.

Councilmember Thompson moved to approve the award of proposal for new exercise bikes at the Clearfield Aquatic and Fitness Center to purchase 16 bikes from Pacific Fitness and purchase four bikes from Fitlogistix for a total purchase price of \$45,000 and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

COMMUNICATION ITEMS

Mayor Shepherd – announced he would be out of town for the next policy session on February 25, 2020.

Councilmember Bush

1. Reported he was out of town for the last policy meeting on January 28, 2020.
2. Attended an economic forecast meeting and learned interesting tendencies.

3. Toured the Animal Care Davis County Center on February 4, 2020.
4. Thanked staff for a good retreat meeting on February 7, 2020.
5. Announced he would be available at Beans Coffee on Thursday, February 13, 2020 from 5 to 6 p.m. for any interested persons wanting to have an informal discussion with a council member.

Councilmember Peterson

1. Expressed appreciation to staff for the retreat meeting on February 7, 2020.
2. Recognized North Davis Fire District for its accomplishments during the past year. Thanked Mayor Shepherd for serving as the Vice-Chair of the Board previously and acknowledged Councilmember Roper was recently appointed to serve as the Chair of the Board of Trustees.
3. Thanked all staff for keeping the City running.

Councilmember Phipps – expressed appreciation for the work involved with the offsite meeting on February 7, 2020 and felt it was a highly productive use of time.

Councilmember Roper

1. Attended Local Officials Day on January 29, 2020 and had a great day with the Youth Commission.
2. Substituted for Mayor Shepherd since he was unable to attend “Lunch with the Mayor” on February 5, 2020, and had a great time with the elementary school children.

Councilmember Thompson

1. Reported he was unable to attend Local Officials Day on January 29, 2020.
2. Attended a conference and made a connection with USU to assist with Mosquito Abatement District.
3. Updated the Council on 2019 statistics of the Mosquito Abatement District.
4. Thanked Police Officers Association and Chief Bennett for sharing contacts in the County.

STAFF REPORTS

JJ Allen, City Manager

1. Thanked the Council for its attendance at the retreat meeting on February 7, 2020.
2. Indicated the Monthly Report would be sent out tomorrow, February 12, 2020.
3. Reported budget meetings would begin next week for fiscal year 2021.
4. Announced the City Offices would be closed on Monday, February 17, 2020 in observance of Presidents Day.
5. Explained the Legislative Session was ramping up and suggested House Bill 273 (HB273) would be worth a look as it dealt with property rights.
6. Reported staff would be providing updates to the Council during future policy meetings about the progress and timeline of Clearfield Station project. He indicated there would also be times when a work session discussion would be necessary as a regular agenda item.

Wendy Page, Deputy Recorder –reviewed the Council’s schedule:

- Work Session on February 18, 2020
- Work and Policy Sessions on February 25, 2020
- Work Session on March 3, 2020
- Work and Policy Sessions on March 10, 2020

Spencer Brimley, Community Development Director – updated the Council on the progress of the Clearfield Station project. July 2019 Clearfield Station was selected by UTA, Nexus development partner,

infrastructure meeting with public works, UTA and the developer, groundbreaking most likely in Fall 2020.

Trevor Cahoon, Communications Coordinator – reviewed upcoming events with the Council:

- Announced there would not be a third Thursday soirée in February but an event would be scheduled for March once schedules could be better coordinated.
- Reported the Fourth of July committee meetings were underway and with the construction of the elementary school the fireworks would be launched from the basketball courts and so the layout for the event would be reconfigured.
- Details for Celebrate Clearfield Week would be sent out to the public in coming newsletters and on social media. He reported the Police Outreach Event would be held at Bicentennial Park and the community could participate in painting a mural. He also explained the dumpster drop would be held that same week.

There being no further business to come before the Council, **Councilmember Thompson moved to adjourn at 8:34 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.**

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 25, 2020

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Vern Phipps	Mayor Pro Tem
EXCUSED:	Mark Shepherd	Mayor
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	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
	Trevor Cahoon	Communications Manager
	Nancy Dean	City Recorder

VISITORS: Kathryn Murray, Randy Elliott – Davis County Commissioner, Bob Stevenson – Davis County Commissioner, Lorene Miner Kamalu – Davis County Commissioner

Mayor Pro Tem Phipps called the meeting to order at 6:34 p.m.

UPDATE BY THE DAVIS COUNTY COMMISSION

Randy Elliott, Davis County Commissioner, handed out an update on the courthouse remodel. He explained the aspects of the remodel, the timeframe and the projected opening for the newly remodeled courthouse in 2022. Councilmember Peterson wondered about the total cost for the courthouse remodel. Mr. Elliott stated it was estimated to be around nine million dollars.

Mr. Elliott stated there would also be a medical facility added onto the jail. He explained a five-year bond would pay for the project.

Lorene Kamalu, Davis County Commissioner, gave a background of her work responsibilities. She stated there would be a new receiving center coming to accommodate Clearfield City. She explained that the receiving center would be for low-level offenders to get the help and resources needed without going to jail and losing their jobs. She stated Layton and Bountiful started using a receiving centers in December and they had seen great success so far.

Ms. Kamalu updated the Council on the new library being built in Clearfield. She stated the groundbreaking was set for March 13, 2020 at 9:00 a.m. The project was expected to be complete in the spring of 2022.

Bob Stevenson, Davis County Commissioner, discussed community and economic development efforts of the County. He stated the County was fiscally sound.

JJ Allen, City Manager, thanked the Commissioners for the great working relationship that had been established and maintained over the years.

Councilmember Peterson moved to adjourn at 6:59 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.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
February 25, 2020

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Vern Phipps	Mayor Pro Tem
EXCUSED:	Mark Shepherd	Mayor
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	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

VISITORS: Jacob Parkin, Braden Parkin, Brad Grifols, Keith Russell – Freeport Cold Storage, Kathryn Murray, Fred Blount, Lorene Kamalu – Davis County Commission

Mayor Pro Tem Phipps called the meeting to order at 7:01 p.m.

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

Councilmember Roper led the opening ceremonies.

APPROVAL OF THE MINUTES FROM THE JANUARY 21, 2020 WORK SESSION;
JANUARY 28, 2020 WORK SESSION; AND FEBRUARY 4, 2020 WORK SESSION

Councilmember Roper moved to approve the minutes from the January 21, 2020 work session; January 28, 2020 work session; and the February 4, 2020 work session; as written, seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper and Thompson. Voting NO – None.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO TITLE 11,
CHAPTER 11B - MOTOR VEHICLE SALES

Spencer Brimley, Community Development Director, explained motor vehicle sales was listed as a conditional use in the C-2 (Commercial) zone. He stated the C-2 zone was intended for more intense commercial uses. The long term goals and vision for the City created a need to look at the regulations for motor vehicle sales.

Mr. Brimley stated on August 27, 2019, the City Council approved a temporary land use moratorium to allow time to perform a review of existing standards and determine if the establishment of new development standards and requirements for motor vehicle sales was necessary. He indicated staff proposed amendments to Title 11, Chapter 11B which were reviewed by the Planning Commission on February 5, 2020. He noted the Planning Commission recommended approval with three changes to the proposed language.

Mr. Brimley stated the City Council also discussed the item in work session on February 18, 2020, and made some additional recommendations. He acknowledged the drafted ordinance included all recommended changes from the Planning Commission and the City Council that were identified during meeting discussions. He reviewed the proposed regulations.

Mayor Pro Tem Phipps opened the public hearing at 7:08 p.m.

Mayor Pro Tem Phipps asked for public comments.

There were no public comments.

Councilmember Peterson moved to close the public hearing at 7:09 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.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON ZONING TEXT
AMENDMENTS TO TITLE 11, CHAPTERS 8 AND 9 FOR LOT COVERAGE
REGULATIONS OF ACCESSORY BUILDINGS IN A-1, A-2 (AGRICULTURAL), AND R-1
(RESIDENTIAL) ZONING DISTRICTS

Brad McIlrath, Senior Planner, reviewed the history related to the request for a zoning text amendment to Title 11, Chapters 8 and 9 for lot coverage regulations of accessory buildings in A-1, A-2 (Agricultural) and R-1 (Residential) zones. He explained in June 2016 there was a request for the City to evaluate setbacks for accessory buildings within the R-1 (Residential) zones. The City Council approved an amendment to the City Code in April of 2017 to remove accessory building standards from A-1, A-2 (Agricultural) and R-1 (Residential) zones and create an accessory building and structures section in Title 11, Chapter 13 – Supplementary Regulations. He commented staff recently discovered conflicting accessory building standards specific to lot coverage that should have been addressed when the original amendments were

made and was proposing amendments to Title 11, Chapter 8 and 9 to remove conflicts and consolidate all accessory building standards into one chapter of the City Code.

Mayor Pro Tem Phipps opened the public hearing at 7:10 p.m.

Mayor Pro Tem Phipps asked for public comments.

There were no public comments.

Councilmember Roper moved to close the public hearing at 7:11 p.m. seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper and Thompson. Voting NO – None.

OPEN COMMENT PERIOD

Lorene Kamalu, Davis County Commissioner, reported on the status of the new Davis County Library being built in Clearfield. She stated the library being built in Clearfield would have new emphasis on technology. She stated the groundbreaking would happen in March. She identified where the library would be built and explained it would a revolutionary library concept and the County was excited about the prospect.

APPROVAL OF ORDINANCE 2020-06 AMENDING TITLE 11, CHAPTER 11, ARTICLE B, BY ENACTING REGULATIONS FOR MOTOR VEHICLE SALES

Councilmember Peterson moved to approve Ordinance 2020-06 amending Title 11, Chapter 11, Article B, by enacting regulations for motor vehicle sales and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

APPROVAL OF ORDINANCE 2020-07 AMENDING TITLE 11, CHAPTERS 8A, 8B, 9A, 9B, AND 9C REGARDING REQUIREMENTS FOR LOT COVERAGE

Councilmember Bush moved to approve Ordinance 2020-07 amending Title 11, Chapters 8A, 8B, 9A, 9B, and 9C regarding requirements for lot coverage and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE FREEPORT COLD STORAGE SUBDIVISION LOCATED AT APPROXIMATELY 440 SOUTH MAIN STREET

Brad McIlrath, Senior Planner, stated the applicant was requesting to consolidate three parcels approximately 11.33 acres into one lot at approximately 440 South Main Street in preparation for the sale of the property. He explained there would be a Main Street road dedication and some utilities that would be provided. He reviewed the map of the proposed property. He indicated the

Planning Commission had reviewed this item at its meeting on February 5, 2020 and was recommending approval based on three conditions as outlined in the staff report.

Councilmember Roper moved to approve the Final Subdivision Plat for the Freeport Cold Storage Subdivision located at approximately 440 South Main Street and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

COMMUNICATION ITEMS

Mayor Pro Tem Phipps – reported on the progress of the Transfer Station at Wasatch Integrated. The Materials Recovery Center should be online by June.

Councilmember Bush

1. Attended Maverik's Grand Opening
2. Stated he would be having surgery February 26, 2020, but still planned on being at the scheduled meeting for next week.

Councilmember Peterson

1. Reported the North Davis Fire District was getting its budget preparations underway and making necessary changes to policy and procedures. She announced the Board of Trustees met the third Wednesday each month.
2. Reported that Hope Center was reopening on State Street across from Kents. The grand opening would be held on March 7, 2020.

Councilmember Roper – announced the Youth Commission started a project to learn about youth in the community. There was a link on the Youth Commission Facebook page.

Councilmember Thompson

1. Acknowledged the last week of Black History Month. He stated the most current Census data ranked Clearfield as ninth in the State of Utah with black population growth.
2. Commended the work of the Utah Black Chamber, which recently partnered with the United States Small Business Administration in an effort to diversify and increase minority engagement with business growth along the Wasatch Front. The intent was to work to develop a loan fund that would help more businesses become established. Also, in March the Utah Business magazine will feature four business women of color. He expressed his opinion that diversity was becoming a strength in Utah.

STAFF REPORTS

JJ Allen, City Manager

1. Reported the Legislative Session hadn't seen too much to worry yet. He stated he was attending the ULCT's weekly Legislative Policy Committee meetings.
2. Reported staff started budget meetings and the first work session with the City Council would be March 17, 2020.
3. Reported there has been good discussions with other agencies regarding paramedic services throughout the County.

Summer Palmer, Assistant City Manager – updated on the Clearfield Station TOD site development progress. She stated staff was working to get the master development agreement completed and the final

details for the site plan. She stated the City needed both of those to move forward to update the CDA budget. The infrastructure costs were needed before the City could move forward with bonding. The tax increment would be used to service the bond debt. Mayor Pro Tem Phipps asked if there was a timeframe in place for the development of the site. Ms. Palmer stated there was a timetable and it was already behind schedule. Councilmember Thompson asked if there was any viability in TTIF funding to help with matching funds for the project's infrastructure needs. Mr. Allen stated staff would explore all options for funding.

Kelly Bennett, Police Chief, reported on the emergency service tabletop exercise that took place the previous week. He explained the exercise was specific to a severe windstorm. He stated it was a great opportunity to recognize both strengths and weaknesses of the department. He explained the City had several exercises planned for the future.

Nancy Dean, City Recorder

1. Planning Commission vacancy process and update.
2. Reviewed the Council's schedule:
 - Work Session on March 3, 2020
 - Policy Session on March 10, 2020
 - Work Session on March 17, 2020
 - No meeting on March 24, 2020 due to caucus meetings
 - Joint Meeting with Parks and Recreation Commission on March 31, 2020

Spencer Brimley, Community Development Director,

1. Presented a drawing of the final library design.
2. Reported on the status of the Compatible Use Plan affiliated with the Hill Air Force Base (HAFB) area and included the gathering of information from those communities that had affiliations with HAFB or were connected with it in some way. The intent of the study was to establish a long term planning process.

Trevor Cahoon, Communications Coordinator – reviewed upcoming events with the Council:

- Creating a texting group for projects. Grouping by areas. Thanked the Public Works department for its help.
- Called for help for the Everyone Matters Fair. Requested information be sent to him if anyone knew someone who could provide help in planning the event.

Councilmember Thompson moved to adjourn at 7:49 p.m., seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, March 10, 2020

SUBJECT: Discussion and possible action on **RZN 2020-010023**, a request by Clearfield City to consider the rezone of properties identified in the form-based code. The rezones would apply specifically to properties located along the corridor of State Route 126 (State and Main Street) from 800 North to 1000 South and along the corridor of State Route 193 (700 South) from 1000 East to the rail corridor. **Planner:** Brad McIlrath (**Legislative Matter**).

STAFF RECOMMENDATION

Staff recommended that the Planning Commission forward a recommendation of **approval of RZN 2020-010023**, to the Clearfield City Council, for the proposed rezones of properties identified in the form-based code. The rezones would apply specifically to properties located along the corridor of State Route 126 (State and Main Street) from 800 North to 1000 South and along the corridor of State Route 193 (700 South) from 1000 East to the rail corridor.

PLANNING COMMISSION RECOMMENDATION


On February 19, 2020, the Clearfield Planning Commission forwarded a recommendation of approval of **RZN 2020-010023** for the proposed Zoning Map Amendments with the following changes:

1. The property located at 270 East 200 South is to be included in the U-C (Urban Core Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone; and
2. The properties located from 800 East to 657 East 700 South are to be included in the C-C (Gateway Corridor Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone.

CITY COUNCIL WORK SESSION DIRECTION

The City Council reviewed the Planning Commission recommendation and the resident requests on March 3, 2020. In that work session the council provided staff direction for the following changes to the zoning outlined in the Form-Based Code:


1. The property located at 270 East 200 South is to be included in the U-C (Urban Core Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone;

- 
2. The properties located from 709 East 700 South to 800 East are to be included in the C-C (Gateway Corridor Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone; and
 3. The properties located from 657 East 700 South to 699 East 700 South are to be included in the T-C (Town Mixed Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone.

DESCRIPTION / BACKGROUND

This is a request by Clearfield City to implement the proposed zoning for the Downtown Clearfield Form-Based Code area, and is coming on the heels of the updated code adoption by the City Council on February 11, 2020. The Planning Commission is the advisory body for zoning decisions and can make recommendations regarding the proposed zoning districts and their consistency with the Form-Based Code. The properties that are included in this request are located along the corridor of State Route 126 (State and Main Street) from 800 North to 1000 South and along the corridor of State Route 193 (700 South) from 1000 East to the rail corridor. All parcels of land included with in this rezone request are consistent with the proposal in the form based code document and are shown on figure 2 included in this report.

In March of 2017 the City Council approved and adopted the Clearfield City Downtown Small Area Plan as a part of a long term strategy for revitalizing the downtown area of the City. As part of the small area plan, it was recommended that a form-based code be implemented to provide regulations consistent with the downtown vision included in the small area plan. In June 2018, the Clearfield City Council adopted the form-based code, along with the rezone of properties to the new zoning districts of C-C (Commercial Corridor), T-C (Town Commerce), T-R (Town Residential), U-R (Urban Residential), U-C (Urban Commerce), and CV (Civic). In June 2019, Clearfield City entered into a contract with FFKR Architects to assist in the update of the form-based code to strategically meet the goals and objective of the Downtown Vision as developed in the small area plan adopted in 2017. This update (commended in June 2019) was also to ensure that the form-based code more accurately aligned with the direction and guidance provided by the public through the public outreach efforts in 2017 and 2018, which included various social media contacts, public open houses, and public hearings. Throughout the update process, staff as well as the consultant have met with the Planning Commission and City Council in work sessions and regular meetings regarding the proposed changes to the code. As a result of these discussions, language and standards within the form-based code, as well as the rezoning of properties within the downtown area have been thoroughly reviewed to ensure understanding of the amendments.



The following list provides the dates of the public meetings held with the Planning Commission and City Council regarding the update of the form-based code.

Zoning Text Amendment (Code Update) Meeting Timeline

- July 30, 2019 – Joint Work Session with Planning Commission and City Council
- September 17, 2019 – City Council Work Session
- October 2, 2019 – Planning Commission Discussion Item
- December 4, 2019 – Planning Commission Public Hearing for Code Update
- December 10, 2019 – City Council Work Session
- December 17, 2019 – City Council Work Session
- January 7, 2020 – City Council Work Session
- January 14, 2020 – City Council Work Session & Policy Session for Public Hearing
(Adoption tabled to February 11, 2020)
- January 28, 2020 – City Council Work Session
- February 11, 2020 – City Council Policy Session for Public Hearing & Code Adoption

Zoning Map Amendment (Rezoning) Meeting Timeline

- February 19, 2020 – Planning Commission Public Hearing
- March 10, 2020 – City Council Public Hearing (future)

ZONING MAP AMENDMENT INFORMATION

Current Clearfield City Zoning Map: The parcels in question are listed in the attached notice. The areas requested for rezones included a number of parcels (approximately 237) and multiple current zoning designations. The following are the current zoning designations that the City is requesting be changed: C-1 and C-2 (Commercial), R-1-8, R-2, & R-3 (Residential), A-1 (Agricultural), CC (Commercial Corridor), TR (Town Residential), TC (Town Commerce), UC (Urban Commerce), UR (Urban Residential), CV (Civic).

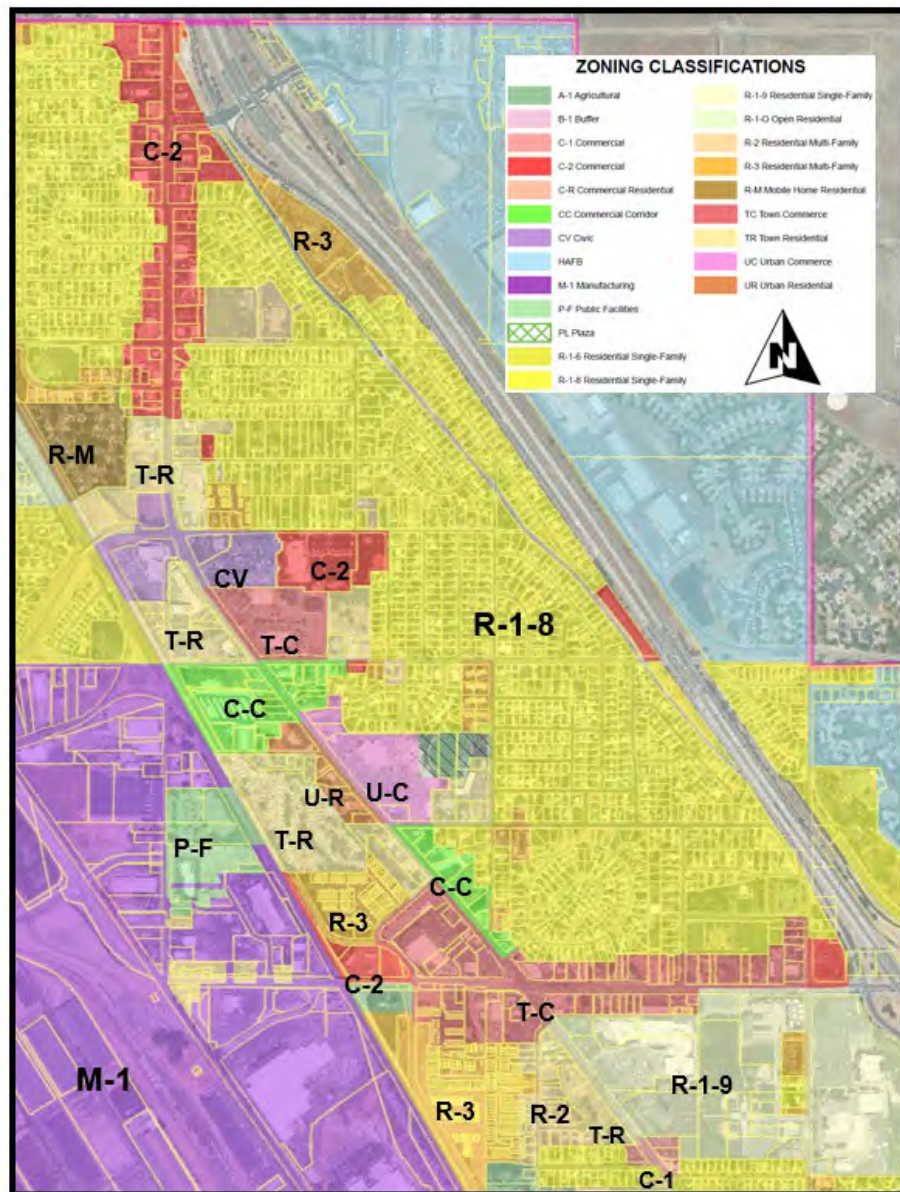


Figure 1: Current Zoning Map



Figure 2: Proposed Zoning



FORM-BASED CODE ZONING DESCRIPTIONS

This section provides a general description of each proposed zone of the Form-Based Code.

Gateway Corridor Commerce (CC)

The Gateway Corridor Commerce is intended to provide a consistent streetscape and signaling the arrival into Downtown Clearfield, while allowing building types and uses that are more oriented to automobile traffic from the Interstate and along State Highways 126 and 193. The building types allowed include: Civic, Commercial, and Office buildings that are between one (1) to three (3) stories in height.

Town Mixed Commerce (TC)

The Town Mixed Commerce is intended to provide a transition in building types and scale on the edges of Downtown with a mix of uses, including retail and residential. Allowed Building types will vary based on which type of street they face. Townhouse buildings will generally be allowed only when facing side/secondary streets. The allowed Building Types include: Civic, Mixed-Use, Office, Commercial, and Townhouse buildings with heights between two (2) and four (4) stories tall.

Town Neighborhood Residential (TR)

The Town Neighborhood Residential is intended to primarily be a residential area on the edges of Downtown Clearfield, providing a transition to surrounding residential neighborhoods. A mix of building types will provide opportunities for small-scale retail, service, office, or mixed-use to be integrated into the neighborhoods. The allowed Building Types include: Townhouse, Garden Court, and Mixed-Use buildings with heights between two (2) and four (4) stories tall. The Mixed-Use building type will only be allowed on primary streets and not on secondary neighborhood streets.

Urban Mixed Residential (UR)

The Urban Mixed Residential is intended to activate the core of Downtown and provide a concentrated population base through primarily residential buildings, with a mix of uses and building types allowed. The allowed Building Types include: Civic, Mixed-Use/Core Commercial, Multi-Family, Office, and Townhouse buildings with heights between two (2) and six (6) stories tall.

Urban Core Commerce (UC)

The Urban Core Commerce is intended to be the heart of activity and intensity in Downtown Clearfield with a mix of building types. Allowed building types will vary based on which type of street they face. Multi-Family residential buildings will generally be allowed only when facing side streets or as part of a mixed-use project. Live-Work units are considered residential, rather than mixed-use. The allowed Building Types include: Mixed Use/Core Commercial, Office, and Multi-Family buildings with typical heights between two (2) and six (6) stories tall.



Civic (CV)

The Civic district is intended to provide a civic and office campus in the core of Downtown Clearfield. This district will activate daytime use of the Urban Core areas in Downtown. The allowed Building Types include: Civic and Office buildings with typical heights between two (2) and six (6) stories tall.

GENERAL PLAN AND ZONING

The creation and update of the Form-Based Code as well as the proposed rezones are the result of a planning and visioning process commenced, in part five years ago. The process has resulted in guiding documents (General Plan and Creating Downtown Clearfield Small Area Plan) as well as these regulations meant to allow for the redevelopment and revitalization of the downtown area. These rezones, as proposed, will continue to catalyze the plans and objectives within the General Plan and Creating Downtown Clearfield Small Area Plan, as well as the area surrounding Clearfield Station. These changes are all a part of the City's long range vision for the area to have a mix of uses including retail, office, civic and residential uses.

Zoning Map Amendment

The anticipated rezones of these areas are to encourage a mixture of high-quality, compatible commercial and residential development. This is accomplished by providing specific diverse zoning designations along the corridor. Regulations for the new zones have been approved by the City Council with the Form-Based Code update and will be included in the Clearfield City Code under Title 11 chapter 19.

General Plan

These proposed changes conform to the City's General Plan, specifically the Land Use Guidelines which include *"improving the image of the community and fostering a positive, healthy living environment"* and *"increasing the livability and aesthetics of the City."* It is also consistent with the policy under the Land Use Element which states, *"Continue to update the City's Land Use Ordinance as necessary to maintain consistency with this General Plan."*

PUBLIC COMMENT

It is important to note that the proposed changes are consistent with the goals and objectives established during public outreach prior to the initial adoptions of the Form-Based Code. Prior to the adoption of the code in June of 2018, staff participated in an extensive public outreach campaign to provide information and notice about this proposed ordinance. A mailed notice was sent to every property owner within the FBC boundary describing the proposed changes as well properties within 300 feet of any zoning changes. The mailed notices included all of the impacted properties including the address and parcel number and an indication of the current zone and

what the proposed zone. This notice was also provided on the city website, on the Utah State public notice website, and in the local newspaper as required by ordinance.

Staff received inquiries and comments regarding the proposed zoning changes from a few affected property owners. Most comments and questions received prior to the Planning Commission meeting were resolved by phone or in person at the customer service center. Two (2) property owners in the Marilyn Drive neighborhood, shown below had concerns about the change from R-1-8 (Residential) to the T-R (Town Neighborhood Residential). They were concerned about the future development of this neighborhood and how that could potentially impact them. Other concerns brought up at the Planning Commission meeting are addressed in the following section.

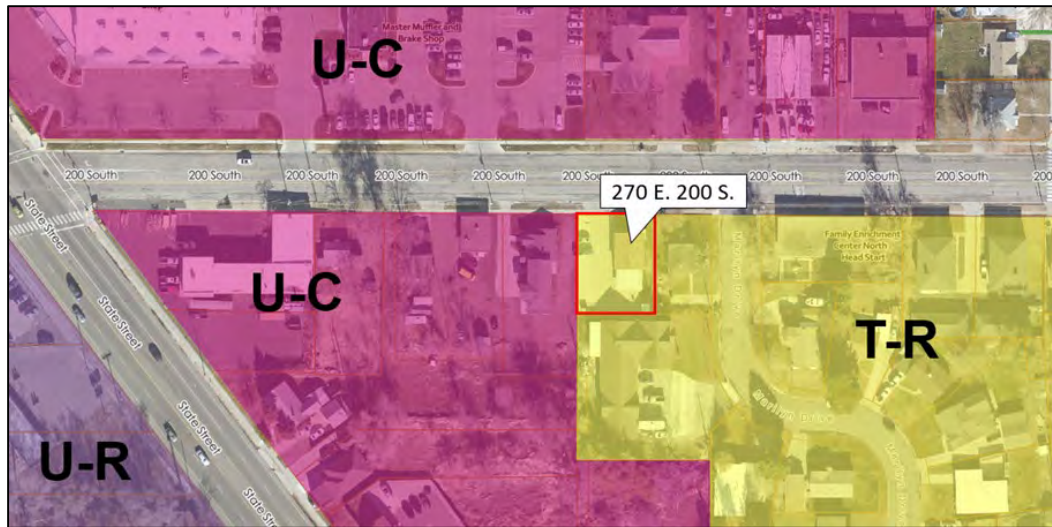


Rezone Change Requests

The following property owners have requested these changes from the proposed rezoning that is outlined in the adopted Form-Based Code. Each of the subject properties is identified with their address as well as a red box that outlines the properties that were discussed at the Planning Commission meeting.

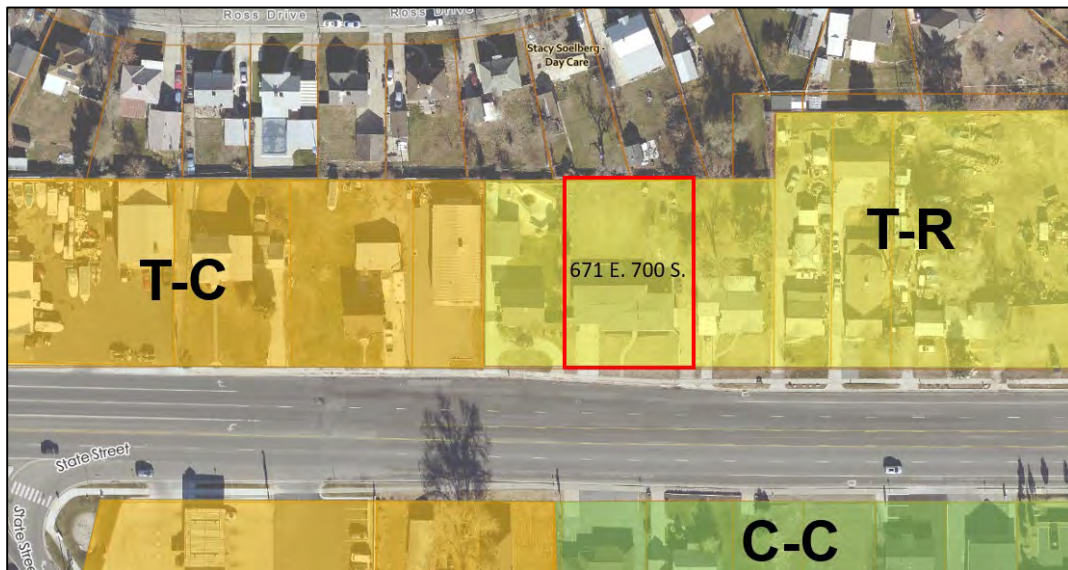
1. Shirley Cooper-Aguilar | Gene's His & Her's Styling | 270 East 200 South

Shirley and Gene Aguilar have requested that their property be included as part of the U-C (Urban Core Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone. The Planning Commission supported this request in their recommendation to the Council. A letter from the property owner to the Planning Commission is included as an attachment to this report.



2. Bryan Excell | 671 East 700 South

Bryan Excell has requested that his property be included as part of the T-C (Town Mixed Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone. There was a discussion by the Planning Commission that this property as well as the property to the west (657 East 700 South) and the property to the east (699 East 700 South) be changed to T-C (Town Mixed Commerce). Contrary to the request by the property owner, the Planning Commission recommended that the area proposed as T-R (Town Neighborhood Residential) Zone along 700 South be changed to C-C (Gateway Corridor Commerce).



3. Tami and Chris Slocum | 869 East 700 South


Tami and Chris Slocum were present at the City Council meeting held on February 11th, 2020. During the meeting the Council approved the updates to the FBC, including the proposed map with suggested zone changes. They were also in attendance at the Planning Commission meeting on February 19th, 2020 for the proposed rezones. They have requested that the properties east of 800 East up to Steve's Automotive remain as T-C (Town Mixed Commerce) or be changed to T-R (Town Neighborhood Residential). The Planning Commission did support this request in their recommendation and chose to keep with the proposed zone of C-C (Gateway Corridor Commerce).



ZONING MAP AMENDMENT FINDINGS

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The Policy of the Land Use Element of the General Plan states, "Continue to update the City's Land Use Ordinance as necessary to maintain consistency with this General Plan". Land Use Guidelines include improving aesthetics and community image. The proposed rezones of the corridor further accomplishes these purposes by aligning the zoning with the ordinance standards included in the



		Downtown Clearfield Form-Based Code. The code includes specific standards for improved aesthetics and community image.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	As identified in the Creating Downtown Clearfield Small Area Plan found at the end of the General Plan, the need to provide a new direction for the redevelopment and revitalization of Downtown Clearfield is necessary. The adoption of a Form-Based Code was recommended in the small area plan and the development standards of the form-based code necessitate the proposed rezones.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

The proposed Zoning Map amendment will improve *Clearfield's Image, Livability, and Economy* by providing mixed-use development opportunities as recommended by the General Plan and Creating Downtown Clearfield Small Area Plan. It is the intent that the adoption of these new standards will improve the image of Clearfield by requiring high quality design and material, pedestrian accessibility, and a mix of commercial, retail and office uses. A mix of housing choices with pedestrian oriented design are important for this downtown corridor. Implementation of the proposed zones and applicable development and community revitalization standards, will spur a resurgence for Downtown Clearfield which will improve the communities overall image, livability, and economy.

FISCAL IMPACT

The adoption of the FBC and implementation of associated zoning districts is an investment in the future of Clearfield. Although staff can quantify the impact, it is anticipated that these changes will spur additional investment and economic activity in Downtown Clearfield in the coming years.

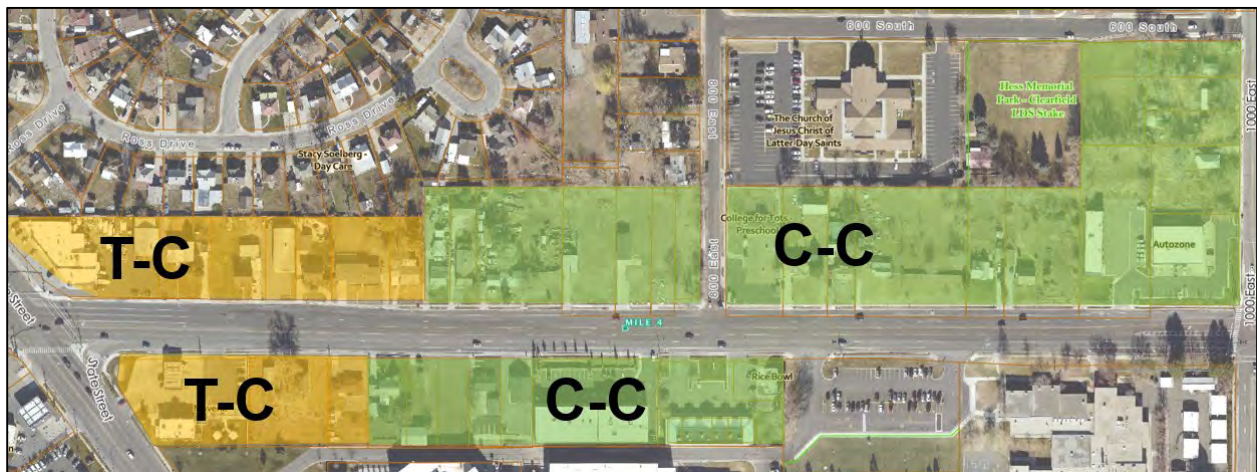
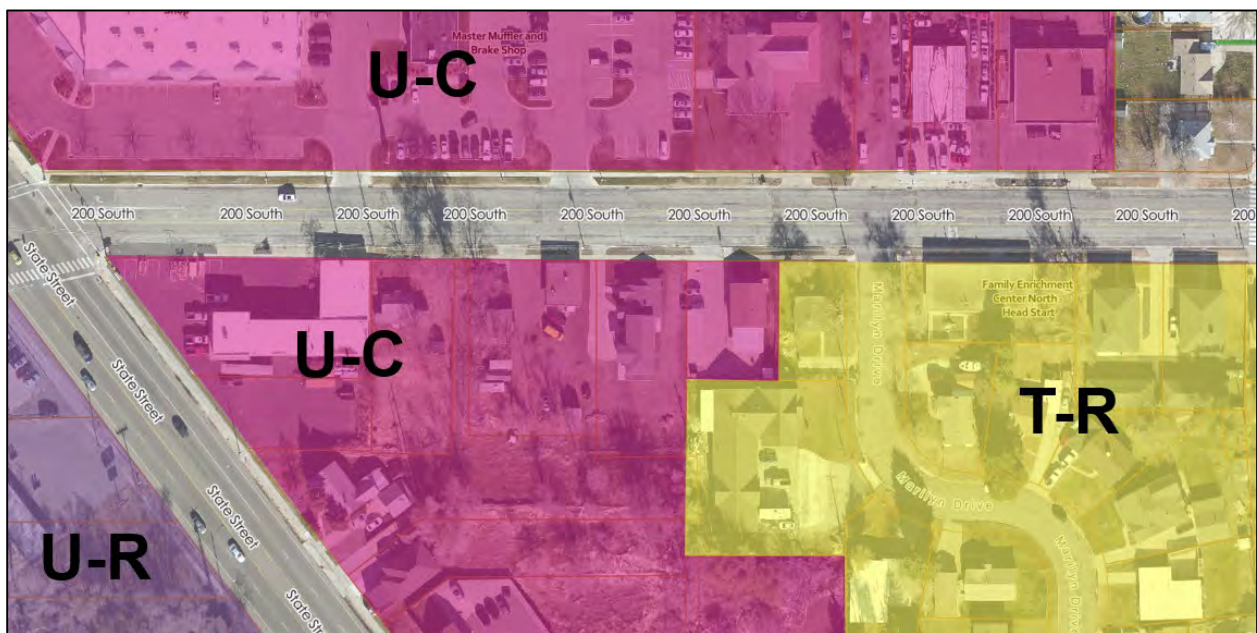
CITY COUNCIL WORK SESSION DISCUSSION


As stated at the beginning of this report, the City Council reviewed the Planning Commission recommendation and the resident requests on March 3, 2020. In that work session the council provided staff direction for the following changes to the zoning outlined in the Form-Based Code:

1. The property located at 270 East 200 South is to be included in the U-C (Urban Core Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone;

2. The properties located from 709 East 700 South to 800 East are to be included in the C-C (Gateway Corridor Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone; and
3. The properties located from 657 East 700 South to 699 East 700 South are to be included in the T-C (Town Mixed Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone.

The images below show the recommended changes discussed by the City Council in the work session.





No other changes from the adopted Form-Based Code regulating plan have been proposed by the Planning Commission or City Council

SCHEDULE / TIME CONSTRAINTS

If the City Council chooses to table the item to direct staff to perform research for further information on this item, the item will need to be tabled to a date specific so as to comply with public hearing notice requirements.

LIST OF ATTACHMENTS

1. Shirley Cooper-Aguilar letter to the Planning Commission
2. Bryan Excell email to the Community Development Department
3. Public Hearing Notice



Clearfield Planning Commission
50 S State Street
Clearfield, UT

Dear Members,

February 19, 2020

We are owners of property at 270 E 200 S, Parcel ID 120030172, Parcel Address 270 E 200 S. We operate a Barber/Cosmetology business. This property has been ours since 2000. We have maintained it, paid taxes on it promptly and in every way held it to be an asset to the Clearfield Community.

The rezoning from the Current Proposed Zone of Commercial Corridor (CC) to Town Neighborhood Residential (TR) would virtually alter our property value to next to nothing as a preponderance of the lot is cement used for parking. Nothing on the interior building could be converted to residential without substantial reconstruction. [Currently it has significant plumbing and electrical to accommodate cosmetology stations. The basement is established as a massage therapy business.]

Our request for this variance would only require one SMALL change to include our site contiguous into the Urban Core Commerce (UC) section along 200 South.

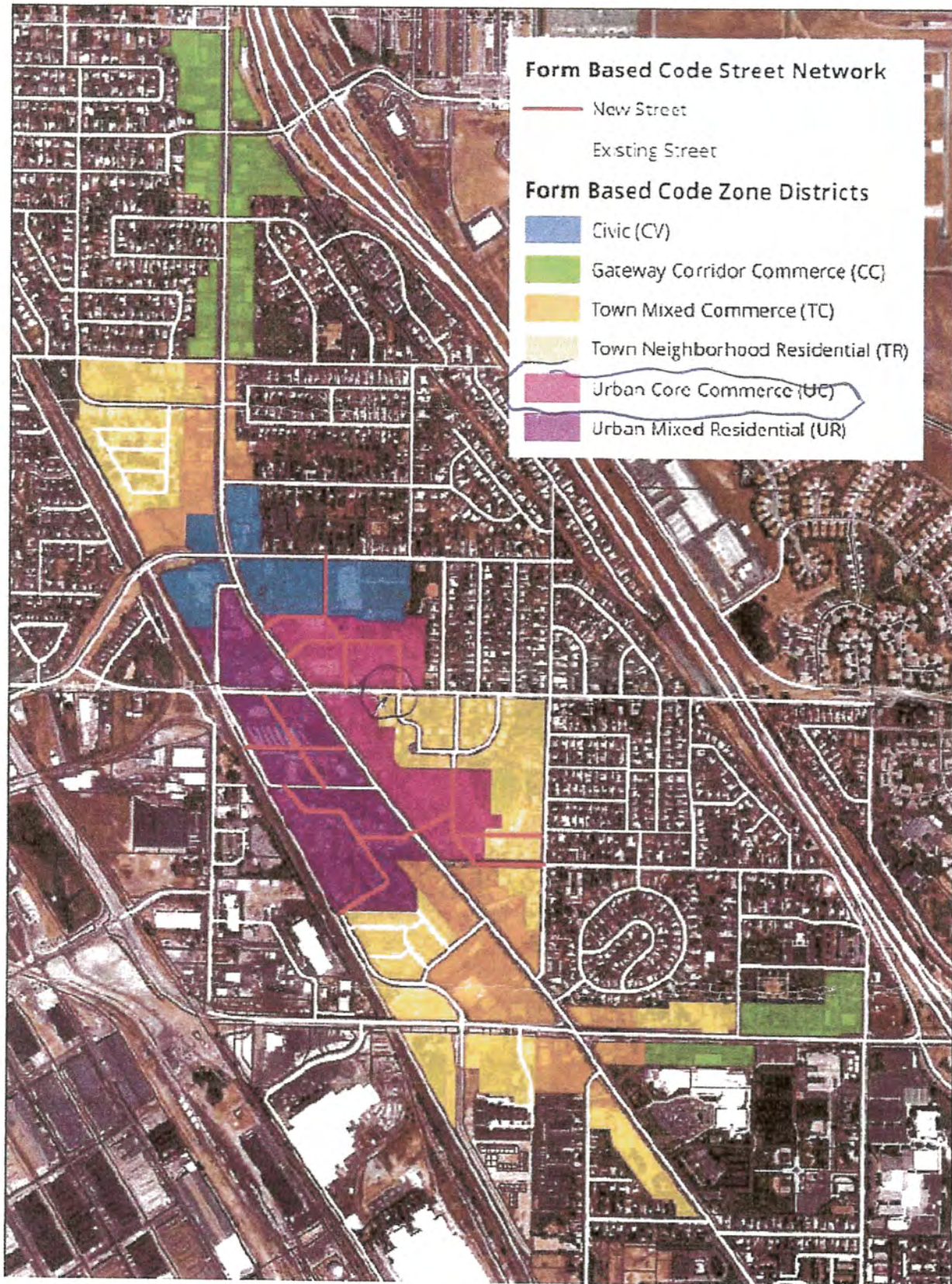
We have no intention of leaving Clearfield any time soon. When we do, we would expect to sell this property as a successful business.

We are attending this Public Hearing to be available to answer questions anyone may have, so a final decision could be rendered as soon as possible.

Gene's His and Hers Styling
270 E 200 S
Clearfield, UT 84015
Business: 801-773-0476
Cell: 801-721-9439

Sincerely,

Shirley Cooper-Aguilar
Vice President
Gene's His and Hers Styling, LLC



270 E 200 S Clearfield

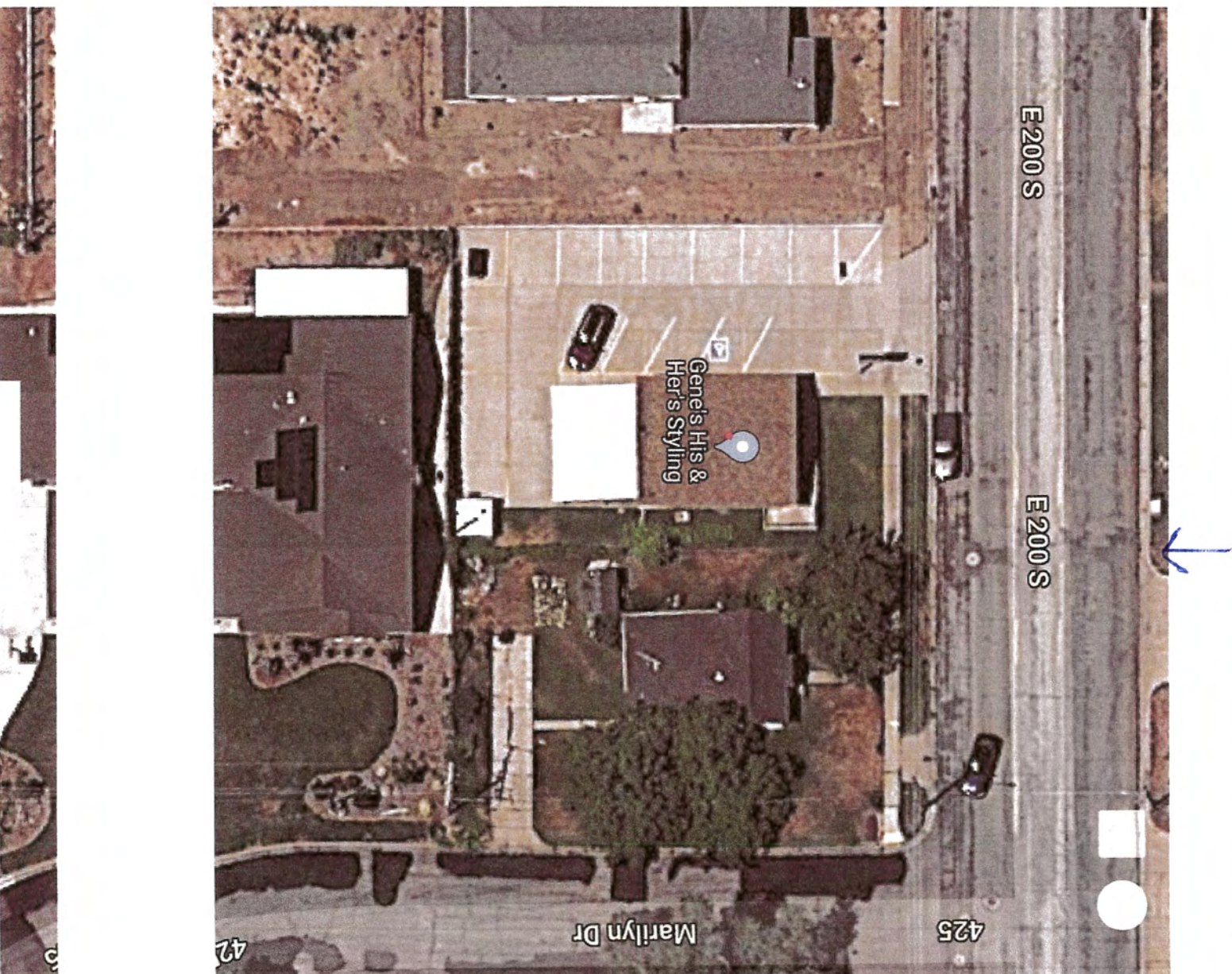
Move map to

270 E 200 S, Clearfield, UT 84015, USA

From Google

270 E 200 S

show all on map





Brad McIlrath

From: Bryan Excell <bryan.excell@gmail.com>
Sent: Wednesday, February 19, 2020 5:39 AM
To: Brad McIlrath
Subject: Please Reconsider Zoning of 671 E 700 S (HWY 193)

To Brad and the Clearfield Community Development Department,

My name is Bryan Excell. I am unable to attend any meetings regarding this matter as I am currently on long term assignment with my employment for Hill Air Force Base, and am out of the state temporarily.

I am writing because I am the owner of the property located at 671 E 700 S Clearfield. This property is currently under consideration to be rezoned from Town Commerce (TC) to Town Neighborhood Residential (TR).

I believe this property is better suited to remain Town Commerce. This zoning will allow for the most flexibility of this property in the future, as it allows for the current residential situation, but gives greater flexibility to utilize this space in the future.

My home was build in 1956. With the busyness of the highway a single family home is likely not the next best option for this property. While TR zoning does allow for different types of residential, aside from single family homes, I believe TC will allow for more options for the city going forward. It is reasonable to want to use the large amounts of car traffic for a business, for instance.

As traffic increases and Clearfield grows, this property will become less desirable as a residential zoning, and more appealing as a commercial one. This small section of TR would be awkwardly sandwiched on every side by some type of Commercial properties.

It is my hope that you will reconsider the zoning of this property. I appreciate your time and consideration. Thank you.

--

-Bryan



Community Development

Planning, Engineering, Building Inspections,
Customer Service, Code Compliance,
and CDBG Administration

NOTICE OF PUBLIC HEARING

Public Hearing Discussion and Possible Action on RZN 2020-010023, a request by Clearfield City to consider the rezone of parcels *from* C-1 and C-2 (Commercial), R-1-8, R-2, & R-3 (Residential), A-1 (Agricultural), CC (Commercial Corridor), TR (Town Residential), TC (Town Commerce), UC (Urban Commerce), UR (Urban Residential), CV (Civic) *to* R-1-8 (Residential), CC (Gateway Corridor Commerce), TR (Town Neighborhood Residential) TC (Town Mixed Commerce), UC (Urban Core Commerce), UR (Urban Mixed Residential), CV (Civic). The new zoning districts would be applied specifically to the corridor along State Route 126 (State and Main Street) from 800 North to 1000 South and on 700 South between the railroad and 1000 East. Additional properties located along 200 South, 500 East, Marilyn Drive, and 375 East have been included to be rezoned to TR (Town Neighborhood Residential) as well. The implementation of these zones comes as a result of a recommendation from the Downtown Clearfield Small Area Plan adopted by the Clearfield City Council in March of 2017 as well as part of the amendments to the Downtown Clearfield Form Based Code that will be considered for adoption by the Clearfield City Council on February 11, 2020.

Dear Neighbor:

An application and information for the rezones mentioned above are on file at the Clearfield City Customer Service Center located on the 1st Floor at 55 South State Street, Clearfield, Utah. The application may be reviewed, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., except legal holidays. The staff report for this project will be available for review prior to the following meetings in-person or on-line at the City's website www.clearfieldcity.org.

Information included in this notice can also be reviewed by accessing www.clearfieldcity.org/FBC

PLANNING COMMISSION

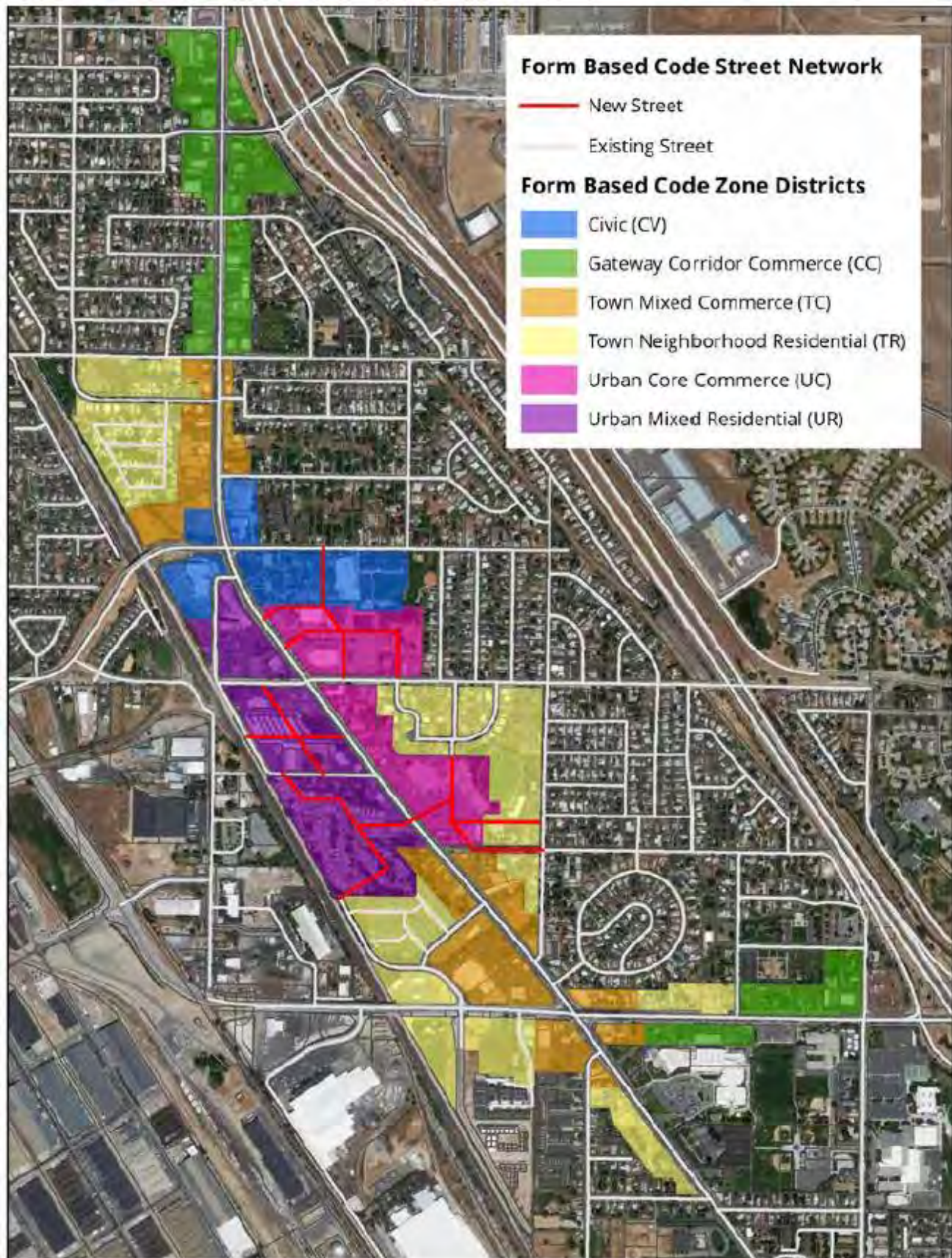
Date: Wednesday, **February 19, 2020**
Time: The meeting begins at **7:00 p.m.**
Location: Clearfield Municipal Center—Council Chambers, 3rd Floor
55 South State Street, Clearfield, UT

CITY COUNCIL

Date: Tuesday, **March 10, 2020**
Time: The meeting begins at **7:00 p.m.**
Location: Clearfield Municipal Center—Council Chambers, 3rd Floor
55 South State Street, Clearfield, UT

Interested persons may appear at the meeting to present oral comments, or may submit written comments, by mail to **Clearfield City, Community Development Department, 55 South State Street, Clearfield, UT 84015**. If written comments are not received prior to the date of the meeting, the Planning Commission may not consider them.

For further information please contact Community Development Department at (801) 525-2782 or the Senior Planner, Brad McIlrath at (801) 525-2784 or Brad.McIlrath@clearfieldcity.org



PLEASE SEE ATTACHED FOR PROPOSED PARCEL ZONE CHANGES**R-1-8 (Residential)**

The following properties will be rezoned from current zoning designations of C-2 (Commercial), CC (Commercial Corridor), and TC (Town Commerce) to R-1-8 (Residential) to match the existing land use of the locations.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
140900040	86 NORTH VILLA DR	C-2 (Commercial)	R-1-8 (Residential)
140900002	85 NORTH VILLA DR	C-2 (Commercial)	R-1-8 (Residential)
120170001	101 ROSS DR	CC (Commercial Corridor)	R-1-8 (Residential)
120040014	PO BOX 1157	CC (Commercial Corridor)	R-1-8 (Residential)
120170021	102 ROSS DR	T-C (Town Commerce)	R-1-8 (Residential)

Gateway Corridor Commerce (CC)

The following locations will be rezoned from the current zoning designation (see below) to the Gateway Corridor Commerce (CC) zone designation. The Gateway Corridor Commerce is intended to provide consistent streetscape signaling the arrival into Downtown Clearfield, while allowing commercial building types and uses that are more oriented to automobile traffic as well as pedestrian access.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120040034	805 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040035	843 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040036	869 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040039	929 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040040	937 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040041	975 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040133	905 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040152		R-1-8	Gateway Corridor Commerce (CC)
120040154		R-1-8	Gateway Corridor Commerce (CC)
120040174	995 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040176	634 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040177	620 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040178	608 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040179	606 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680009	726 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680010	712 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680023	670 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123600001	810 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880001	794 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880002		Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880003	790 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880006	782 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880007	786 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880008		Town Commerce (TC)	Gateway Corridor Commerce (CC)
127540003	772 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)

140710032	729 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710036	22 W 650 N	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710038	599 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710045	363 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710046	345 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710070		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710077	795 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710078	743 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710079	437 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710084	691 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710085	329 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710086		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710092	641 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710093		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710094	665 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710095		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140900039	447 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940001		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940011		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940021		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940024	680 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940026		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940030	548 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940031	492 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940032	484 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940033	466 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940034	442 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940035	406 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940037	350 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940051	378 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940054	564 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940058	582 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940060	572 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940071	320 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940072		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940078	632 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940079		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940080		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940081		C-2 (Commercial)	Gateway Corridor Commerce (CC)
142550001		C-2 (Commercial)	Gateway Corridor Commerce (CC)
142550002		C-2 (Commercial)	Gateway Corridor Commerce (CC)
142550003	610 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
143230002	735 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
145190001	555 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
145300001	567 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
145300002	585 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)

Civic (CV)

The following locations will be rezoned from the current zoning designation (see below) to the Civic (CV) zone designation. The Civic (CV) zone is intended to provide a civic and office space campus in the core of Downtown Clearfield.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
127600001	210 E CENTER ST	C-2 (Commercial)	Civic (CV)
120010121	98 N MAIN ST	Town Residential (TR)	Civic (CV)
120010191		Town Residential (TR)	Civic (CV)
120010192	20 N MAIN ST	Town Residential (TR)	Civic (CV)

Town Neighborhood Residential (TR)

The following locations will be rezoned from the current zoning designation (see below) to the Town Neighborhood Residential (TR) zone designation. The Town Neighborhood is intended to primarily be a residential area on the edges of Downtown Clearfield, providing a transition to surrounding residential neighborhoods. A mix of building types will provide opportunities for small-scale retail, office, or mixed use that can be integrated into the neighborhoods.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120030046	284 E 200 S	Commercial Corridor (CC)	Town Neighborhood Residential (TR)
120030054	524 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030061	338 E 200 S UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120030062	348 E 200 S UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120030064	310 S 500 E	Plaza (PL)	Town Neighborhood Residential (TR)
120030070	490 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030072	514 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030073	536 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030125	446 E 450 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030134	304 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030135	458 E 450 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030144	320 E 200 S	C-2 (Commercial)	Town Neighborhood Residential (TR)
120030145	488 E 450 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030146	480 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030172	270 E 200 S	Commercial Corridor (CC)	Town Neighborhood Residential (TR)
120030212	315 E 700 S	C-2 (Commercial)	Town Neighborhood Residential (TR)
120030214		C-2 (Commercial)	Town Neighborhood Residential (TR)
120030220		Plaza (PL)	Town Neighborhood Residential (TR)
120030254	325 E 700 S	C-2 (Commercial)	Town Neighborhood Residential (TR)
120030256		C-2 (Commercial)	Town Neighborhood Residential (TR)
120040018	657 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040019	671 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040021	709 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040022	717 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040030	765 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040031	777 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040032	783 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040130	725 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040163	699 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120040184		Town Commerce (TC)	Town Neighborhood Residential (TR)

120100001	431 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100002	406 E 200 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100011	396 E 200 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100012	211 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100013	208 S 375 E	R-2 (Residential)	Town Neighborhood Residential (TR)
120100014	354 E 200 S	R-2 (Residential)	Town Neighborhood Residential (TR)
120100015	214 S 375 E	R-2 (Residential)	Town Neighborhood Residential (TR)
120100016	222 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100017	230 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100018	240 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100019	363 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100020	355 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100021	283 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100022	275 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100023	271 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100024	265 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100025	261 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100026	255 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100027	258 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100028	264 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100029	278 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100030	286 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100031	290 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100032	296 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100033	308 E 425 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100038	386 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100039	392 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100040	396 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100042	404 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100044	412 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100045	418 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100046	422 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100050	432 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110003	423 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110004	417 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110005	405 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110006	397 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110007	241 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110008	231 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110009	223 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110010	217 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110011	223 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110034	324 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110035	336 E 425 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110036	272 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110037	273 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200004	36 W 250 N	C-2 (Commercial)	Town Neighborhood Residential (TR)
120200005	40 W 250 N	C-2 (Commercial)	Town Neighborhood Residential (TR)

120200007	49 W 300 N	C-2 (Commercial)	Town Neighborhood Residential (TR)
120200008	65 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200009	76 W 250 N	R-3 (Residential)	Town Neighborhood Residential (TR)
120200010	54 W 250 N UNIT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
120200011	105 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200039	85 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200040	75 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200041	95 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200042	137 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200043	153 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200044	191 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200045	165 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200046	177 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200065	275 N 200 W	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200066		R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200067	104 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200068	96 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200069	86 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200070	117 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200071	105 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200072	97 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200090	59 W 250 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200160	75 W 250 N UNIT 1A	R-M (Residential)	Town Neighborhood Residential (TR)
120200161	75 W 250 N TRLR 103A	R-M (Residential)	Town Neighborhood Residential (TR)
120660110	466 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120660119		R-3 (Residential)	Town Neighborhood Residential (TR)
120660139	360 E 700 S	R-3 (Residential)/A-1 (Agricultural)	Town Neighborhood Residential (TR)
120690021	845 S 550 E	R-2 (Residential)	Town Neighborhood Residential (TR)
120700025	970 S STATE ST	C-1 (Commercial)	Town Neighborhood Residential (TR)
122850055		R-3 (Residential)	Town Neighborhood Residential (TR)
122920001	488 E 200 S APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
122920002	488 E 200 S APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
122920003	488 E 200 S APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
122920004	488 E 200 S APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
122920005	248 S 500 E	R-3 (Residential)	Town Neighborhood Residential (TR)
122930005	488 E 200 S APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
122930006	488 E 200 S APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
122930007	488 E 200 S APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
122930008	488 E 200 S APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
122930009		R-3 (Residential)	Town Neighborhood Residential (TR)
122940001	248 S 500 E APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
122940002	248 S 500 E APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
122940003	248 S 500 E APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
122940004	248 S 500 E APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
122940005		R-3 (Residential)	Town Neighborhood Residential (TR)
122950005	248 S 500 E APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
122950006	248 S 500 E APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
122950007	248 S 500 E APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)

122950008	248 S 500 E APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
122950009		R-3 (Residential)	Town Neighborhood Residential (TR)
122990001	268 S 500 E APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
122990002	268 S 500 E APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
122990003	268 S 500 E APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
122990004	268 S 500 E APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
122990005	268 S 500 E	R-3 (Residential)	Town Neighborhood Residential (TR)
123000005	268 S 500 E APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
123000006	268 S 500 E APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
123000007	268 S 500 E APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
123000008	268 S 500 E APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
123000009		R-3 (Residential)	Town Neighborhood Residential (TR)
123140246		R-3 (Residential)	Town Neighborhood Residential (TR)
123200001	490 E 700 S UNIT A3	R-3 (Residential)	Town Neighborhood Residential (TR)
123200002		R-3 (Residential)	Town Neighborhood Residential (TR)
123200003		R-3 (Residential)	Town Neighborhood Residential (TR)
123200004	490 E 700 S UNIT A6	R-3 (Residential)	Town Neighborhood Residential (TR)
123200005		R-3 (Residential)	Town Neighborhood Residential (TR)
123200006		R-3 (Residential)	Town Neighborhood Residential (TR)
123200007	490 E 700 S UNIT A9	R-3 (Residential)	Town Neighborhood Residential (TR)
123200008		R-3 (Residential)	Town Neighborhood Residential (TR)
123200009		R-3 (Residential)	Town Neighborhood Residential (TR)
123200010	490 E 700 S UNIT A12	R-3 (Residential)	Town Neighborhood Residential (TR)
123200011		R-3 (Residential)	Town Neighborhood Residential (TR)
123200012		R-3 (Residential)	Town Neighborhood Residential (TR)
123200014	490 E 700 S UNIT POOL	R-3 (Residential)/Town Commerce (TC)	Town Neighborhood Residential (TR)
123540001	288 S 500 E APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
123540002	288 S 500 E APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
123540003	288 S 500 E APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
123540004	288 S 500 E APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
123540005	288 S 500 E	R-3 (Residential)	Town Neighborhood Residential (TR)
123550001		R-3 (Residential)	Town Neighborhood Residential (TR)
123550005	288 S 500 E APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
123550006	288 S 500 E APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
123550007	288 S 500 E APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
123550008	288 S 500 E APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
123550009		R-3 (Residential)	Town Neighborhood Residential (TR)
128400003	254 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
150110001		Town Commerce (TC)	Town Neighborhood Residential (TR)
150110003		Town Commerce (TC)	Town Neighborhood Residential (TR)

Town Mixed Commerce (TC)

The following locations will be rezoned from the current zoning designation (see below) to the Town Mixed Commerce (TC) zone designation. The Town Mixed Commerce is intended to provide a transition in building types and scale on the edges of Downtown with a mix of uses, including retail and residential. Allowed building types will vary based on which type of street they face. Townhouse buildings will generally be allowed only when facing side streets.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120010002	140 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120010003	116 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120010212	172 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030021	510 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030035	525 S STATE ST UNIT 1	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030067	520 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030124	430 E 450 S	R-1-8 (Residential)	Town Mixed Commerce (TC)
120030126		Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030127	545 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030148		Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030174	452 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030194		Town Residential (TR)	Town Mixed Commerce (TC)
120030196	532 S STATE ST REAR 1/2	Town Residential (TR)	Town Mixed Commerce (TC)
120030200	499 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030201	465 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120050002	270 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120050043	12 E 250 N	C-2 (Commercial)	Town Mixed Commerce (TC)
120200002	257 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200003		C-2 (Commercial)	Town Mixed Commerce (TC)
120200012	245 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200013	37 W 250 N	C-2 (Commercial)	Town Mixed Commerce (TC)
120200038	251 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200048	225 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200074	133 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120200095	185 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200139	293 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200140		C-2 (Commercial)	Town Mixed Commerce (TC)
120670042	800 S STATE ST UNIT 2	Town Residential (TR)	Town Mixed Commerce (TC)
120670153	800 S STATE ST UNIT 4	Town Residential (TR)	Town Mixed Commerce (TC)
126300003	780 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
126820104	196 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
128490001	591 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
128490002	595 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
129300001		Town Residential (TR)	Town Mixed Commerce (TC)
129300002		Town Residential (TR)	Town Mixed Commerce (TC)
129300004		Town Residential (TR)	Town Mixed Commerce (TC)
129300005		Town Residential (TR)	Town Mixed Commerce (TC)

Urban Mixed Residential (UR)

The following locations will be rezoned from the current zoning designation (see below) to the Urban Mixed Residential (UR) zone designation. The Urban Mixed Residential is intended to activate the core of Downtown and provide a concentrated population base through primarily residential buildings along with mixed-use and office buildings.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120030173	49 E 200 S	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120010107	120 S STATE ST UNIT C	Town Residential (TR)	Urban Mixed Residential (UR)
120010110	120 S STATE ST UNIT D	Town Residential (TR)	Urban Mixed Residential (UR)
120010132	180 S STATE ST	Town Residential (TR)	Urban Mixed Residential (UR)
120010161	150 S STATE ST UNIT F	Town Residential (TR)	Urban Mixed Residential (UR)
120010171		Town Residential (TR)	Urban Mixed Residential (UR)
120010206	22 E 200 S	Town Residential (TR)	Urban Mixed Residential (UR)
120030001	214 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030003	260 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030004	272 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030006	180 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030007	157 E AMERICAN LEGION DR	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030008	147 E AMERICAN LEGION DR	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030027	228 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030028	216 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030076	150 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030084	230 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030085	246 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030107	204 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030108	442 S STATE ST UNIT 171	Town Residential (TR)	Urban Mixed Residential (UR)
120030159	345 S DEPOT ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030165		Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030166	280 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030221	137 E AMERICAN LEGION DR	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030275		Commercial Corridor (CC)	Urban Mixed Residential (UR)
120200033	110 S DEPOT ST	Town Residential (TR)	Urban Mixed Residential (UR)
120200034	160 S DEPOT ST	Town Residential (TR)	Urban Mixed Residential (UR)
120200047	140 S MAIN ST	Town Residential (TR)	Urban Mixed Residential (UR)
129080101	70 S STATE ST	Town Residential (TR)	Urban Mixed Residential (UR)

Urban Core Commerce (UC)

The following locations will be rezoned from the current zoning designation (see below) to the Urban Core Commerce (UC) zone designation. The Urban Core Commerce is intended to be the heart of activity and intensity in Downtown Clearfield with a mix of building types. Allowed building types will vary based on the type of street they face. Multi-family buildings will only be allowed as part of a mixed-use project and on secondary streets.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120010048	331 E 200 S	Town Residential (TR)	Urban Core Commerce (UC)
120010073	321 E 200 S	Town Residential (TR)	Urban Core Commerce (UC)
120010186		Town Residential (TR)	Urban Core Commerce (UC)
120010188	239 E 200 S	Town Commerce (TC)	Urban Core Commerce (UC)
120010189	295 E 200 S	Town Residential (TR)	Urban Core Commerce (UC)
120030042	246 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030049	279 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030170	267 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030195	254 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030288	255 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030289	210 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030290	233 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030291	220 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)

All locations shown on this notice are based on current Davis County Records. For further information please visit www.clearfieldcity.org/FBC or contact the Community Development Department at (801) 525-2701 or the Senior Planner, Brad McIlrath at (801) 525-2784 or brad.mcilrath@clearfieldcity.org.

CLEARFIELD CITY ORDINANCE 2020-08

AN ORDINANCE REZONING OF A SPECIFIC SET OF PROPERTIES (EXHIBIT A) LOCATED IN THE DOWNTOWN CORRIDOR ALONG STATE ROUTE 126 (STATE AND MAIN STREET) FROM 800 NORTH TO 1000 SOUTH AND ON 700 SOUTH BETWEEN THE RAILROAD AND 1000 EAST, AS WELL AS ADDITIONAL PROPERTIES ALONG 200 SOUTH, 500 EAST, MARILYN DRIVE, AND 375 EAST IN CLEARFIELD, DAVIS COUNTY, UTAH, FROM C-1 AND C-2 (COMMERCIAL), R-1-8 (RESIDENTIAL), R-2 AND R-3 (MULTI-FAMILY RESIDENTIAL), A-1 (AGRICULTURAL), CC (COMMERCIAL CORRIDOR), TR (TOWN RESIDENTIAL), TC (TOWN COMMERCE), UC (URBAN COMMERCE), UR (URBAN RESIDENTIAL), CV (CIVIC) TO R-1-8 (RESIDENTIAL), CC (GATEWAY CORRIDOR COMMERCE), TR TOWN NEIGHBORHOOD RESIDENTIAL, TC (TOWN MIXED COMMERCE), UC (URBAN CORE COMMERCE), UR (URBAN MIXED RESIDENTIAL), AND CV (CIVIC) IN CONJUNCTION WITH THE RECENT ADOPTION OF AMENDMENTS TO THE FORM BASED CODE AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones a specific set of properties (Exhibit A) located in the downtown corridor along State Route 126 (State and Main Street) from 800 North to 1000 South and on 700 South between the Railroad and 1000 East, as well as additional properties along 200 South, 500 East, Marilyn Drive, And 375 East in Clearfield, Davis County, Utah, from C-1 and C-2 (Commercial), R-1-8 (Residential), R-2 and R-3 (Multi-Family Residential), A-1 (Agricultural), CC (Commercial Corridor), TR (Town Residential), TC (Town Commerce), UC (Urban Commerce), UR (Urban Residential), CV (Civic) To R-1-8 (Residential), CC (Gateway Corridor Commerce), TR Town Neighborhood Residential, TC (Town Mixed Commerce), UC (Urban Core Commerce), UR (Urban Mixed Residential), and CV (Civic) in conjunction with the recent adoption of amendments to the Form Based Code and amending the Clearfield City Zoning Map accordingly. The new zoning designation set forth in this ordinance are in accordance with the City's General Plan and Future Land Use Map and maintains consistency between the City's Land Use Ordinance and the General Plan.

WHEREAS, on May 22, 2018, the City Council approved the adoption of the Form Based Code regulations as part of Title 11 – Land Use by enacting Chapter 19 – Form Based Code; and

WHEREAS, the City recognized a need to amendment certain areas of the Form Based Code; and

WHEREAS, on February 11, 2020, the City Council approved amendments to the Form Based Code; and

WHEREAS, following proper notice, as set forth by state law and the City's Land Use Ordinance, the City Council held a public hearing on the request for a change in the zonings of those properties specifically identified In Exhibit A and allowed for public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the landowners' positions, as well as the Planning Commission's recommendations regarding the proposed rezones; and

WHEREAS, following its public deliberation, the City Council has determined that the zoning changes listed in Exhibit A are in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing properties in the downtown corridor to be put to their highest and best use;

NOW THEREFORE BE IT ORDAINED by the Clearfield City Council that:

Section 1. Zoning Changes: The properties located in the downtown corridor along State Route 126 (State and Main Street) from 800 North to 1000 South and on 700 South between the Railroad and 1000 East, as well as additional properties along 200 South, 500 East, Marilyn Drive, And 375 East in Clearfield, Davis County, Utah, as identified in Exhibit A, are hereby rezoned from C-1 and C-2 (Commercial), R-1-8 (Residential), R-2 and R-3 (Multi-Family Residential), A-1 (Agricultural), CC (Commercial Corridor), TR (Town Residential), TC (Town Commerce), UC (Urban Commerce), UR (Urban Residential), CV (Civic) To R-1-8 (Residential), CC (Gateway Corridor Commerce), TR Town Neighborhood Residential), TC (Town Mixed Commerce), UC (Urban Core Commerce), UR (Urban Mixed Residential), and CV (Civic) in conjunction with the recent adoption of amendments to the Form Based Code and amending the Clearfield City Zoning Map accordingly. The new zoning designations set forth in this ordinance are in accordance with the City's General Plan and Future Land Use Map and maintains consistency between the City's Land Use Ordinance and the General Plan.

Section 2. Amendments to Zoning Map: The Clearfield City Zoning Map is hereby amended to reflect the changes in zoning outlined in Section 1 above and the City's Community Development Director is hereby asked to have a new Zoning Map prepared showing said rezonings.

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

Dated this 10th day of March, 2020, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

2020-08 Exhibit A

PROPOSED PARCEL ZONE CHANGES

R-1-8 (Residential)

The following properties will be rezoned from current zoning designations of C-2 (Commercial), CC (Commercial Corridor), and TC (Town Commerce) to R-1-8 (Residential) to match the existing land use of the locations.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
140900040	86 NORTH VILLA DR	C-2 (Commercial)	R-1-8 (Residential)
140900002	85 NORTH VILLA DR	C-2 (Commercial)	R-1-8 (Residential)
120170001	101 ROSS DR	CC (Commercial Corridor)	R-1-8 (Residential)
120040014	PO BOX 1157	CC (Commercial Corridor)	R-1-8 (Residential)
120170021	102 ROSS DR	T-C (Town Commerce)	R-1-8 (Residential)

Gateway Corridor Commerce (CC)

The following locations will be rezoned from the current zoning designation (see below) to the Gateway Corridor Commerce (CC) zone designation. The Gateway Corridor Commerce is intended to provide consistent streetscape signaling the arrival into Downtown Clearfield, while allowing commercial building types and uses that are more oriented to automobile traffic as well as pedestrian access.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120040034	805 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040035	843 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040036	869 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040039	929 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040040	937 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040041	975 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040133	905 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040152		R-1-8	Gateway Corridor Commerce (CC)
120040154		R-1-8	Gateway Corridor Commerce (CC)
120040174	995 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040176	634 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040177	620 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040178	608 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040179	606 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680009	726 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680010	712 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680023	670 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123600001	810 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880001	794 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880002		Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880003	790 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880006	782 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880007	786 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880008		Town Commerce (TC)	Gateway Corridor Commerce (CC)
127540003	772 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)

140710032	729 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710036	22 W 650 N	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710038	599 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710045	363 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710046	345 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710070		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710077	795 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710078	743 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710079	437 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710084	691 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710085	329 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710086		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710092	641 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710093		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710094	665 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140710095		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140900039	447 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940001		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940011		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940021		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940024	680 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940026		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940030	548 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940031	492 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940032	484 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940033	466 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940034	442 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940035	406 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940037	350 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940051	378 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940054	564 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940058	582 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940060	572 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940071	320 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940072		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940078	632 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940079		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940080		C-2 (Commercial)	Gateway Corridor Commerce (CC)
140940081		C-2 (Commercial)	Gateway Corridor Commerce (CC)
142550001		C-2 (Commercial)	Gateway Corridor Commerce (CC)
142550002		C-2 (Commercial)	Gateway Corridor Commerce (CC)
142550003	610 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
143230002	735 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
145190001	555 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
145300001	567 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
145300002	585 N MAIN ST	C-2 (Commercial)	Gateway Corridor Commerce (CC)
120040021	709 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040022	717 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)

120040030	765 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040031	777 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040032	783 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040130	725 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040184		Town Commerce (TC)	Gateway Corridor Commerce (CC)

Civic (CV)

The following locations will be rezoned from the current zoning designation (see below) to the Civic (CV) zone designation. The Civic (CV) zone is intended to provide a civic and office space campus in the core of Downtown Clearfield.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
127600001	210 E CENTER ST	C-2 (Commercial)	Civic (CV)
120010121	98 N MAIN ST	Town Residential (TR)	Civic (CV)
120010191		Town Residential (TR)	Civic (CV)
120010192	20 N MAIN ST	Town Residential (TR)	Civic (CV)

Town Neighborhood Residential (TR)

The following locations will be rezoned from the current zoning designation (see below) to the Town Neighborhood Residential (TR) zone designation. The Town Neighborhood is intended to primarily be a residential area on the edges of Downtown Clearfield, providing a transition to surrounding residential neighborhoods. A mix of building types will provide opportunities for small-scale retail, office, or mixed use that can be integrated into the neighborhoods.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120030046	284 E 200 S	Commercial Corridor (CC)	Town Neighborhood Residential (TR)
120030054	524 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030061	338 E 200 S UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120030062	348 E 200 S UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120030064	310 S 500 E	Plaza (PL)	Town Neighborhood Residential (TR)
120030070	490 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030072	514 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030073	536 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030125	446 E 450 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030134	304 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030135	458 E 450 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030144	320 E 200 S	C-2 (Commercial)	Town Neighborhood Residential (TR)
120030145	488 E 450 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030146	480 S 500 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120030212	315 E 700 S	C-2 (Commercial)	Town Neighborhood Residential (TR)
120030214		C-2 (Commercial)	Town Neighborhood Residential (TR)
120030220		Plaza (PL)	Town Neighborhood Residential (TR)
120030254	325 E 700 S	C-2 (Commercial)	Town Neighborhood Residential (TR)
120030256		C-2 (Commercial)	Town Neighborhood Residential (TR)
120100001	431 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100002	406 E 200 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100011	396 E 200 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100012	211 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100013	208 S 375 E	R-2 (Residential)	Town Neighborhood Residential (TR)
120100014	354 E 200 S	R-2 (Residential)	Town Neighborhood Residential (TR)
120100015	214 S 375 E	R-2 (Residential)	Town Neighborhood Residential (TR)
120100016	222 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)

120100017	230 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100018	240 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100019	363 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100020	355 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100021	283 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100022	275 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100023	271 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100024	265 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100025	261 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100026	255 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100027	258 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100028	264 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100029	278 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100030	286 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100031	290 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100032	296 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100033	308 E 425 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100038	386 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100039	392 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100040	396 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100042	404 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100044	412 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100045	418 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100046	422 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120100050	432 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110003	423 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110004	417 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110005	405 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110006	397 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110007	241 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110008	231 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110009	223 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110010	217 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110011	223 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110034	324 E MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110035	336 E 425 S	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110036	272 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120110037	273 S 375 E	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200004	36 W 250 N	C-2 (Commercial)	Town Neighborhood Residential (TR)
120200005	40 W 250 N	C-2 (Commercial)	Town Neighborhood Residential (TR)
120200007	49 W 300 N	C-2 (Commercial)	Town Neighborhood Residential (TR)
120200008	65 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200009	76 W 250 N	R-3 (Residential)	Town Neighborhood Residential (TR)
120200010	54 W 250 N UNIT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
120200011	105 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200039	85 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200040	75 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200041	95 W 300 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200042	137 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200043	153 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200044	191 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200045	165 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200046	177 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)

120200065	275 N 200 W	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200066		R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200067	104 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200068	96 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200069	86 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200070	117 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200071	105 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200072	97 W 250 N UNIT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
120200090	59 W 250 N	R-1-8 (Residential)	Town Neighborhood Residential (TR)
120200160	75 W 250 N UNIT 1A	R-M (Residential)	Town Neighborhood Residential (TR)
120200161	75 W 250 N TRLR 103A	R-M (Residential)	Town Neighborhood Residential (TR)
120660110	466 E HWY 193	Town Commerce (TC)	Town Neighborhood Residential (TR)
120660119		R-3 (Residential)	Town Neighborhood Residential (TR)
120660139	360 E 700 S	R-3 (Residential)/A-1 (Agricultural)	Town Neighborhood Residential (TR)
120690021	845 S 550 E	R-2 (Residential)	Town Neighborhood Residential (TR)
120700025	970 S STATE ST	C-1 (Commercial)	Town Neighborhood Residential (TR)
122850055		R-3 (Residential)	Town Neighborhood Residential (TR)
122920001	488 E 200 S APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
122920002	488 E 200 S APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
122920003	488 E 200 S APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
122920004	488 E 200 S APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
122920005	248 S 500 E	R-3 (Residential)	Town Neighborhood Residential (TR)
122930005	488 E 200 S APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
122930006	488 E 200 S APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
122930007	488 E 200 S APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
122930008	488 E 200 S APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
122930009		R-3 (Residential)	Town Neighborhood Residential (TR)
122940001	248 S 500 E APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
122940002	248 S 500 E APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
122940003	248 S 500 E APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
122940004	248 S 500 E APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
122940005		R-3 (Residential)	Town Neighborhood Residential (TR)
122950005	248 S 500 E APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
122950006	248 S 500 E APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
122950007	248 S 500 E APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
122950008	248 S 500 E APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
122950009		R-3 (Residential)	Town Neighborhood Residential (TR)
122990001	268 S 500 E APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
122990002	268 S 500 E APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
122990003	268 S 500 E APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
122990004	268 S 500 E APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
122990005	268 S 500 E	R-3 (Residential)	Town Neighborhood Residential (TR)
123000005	268 S 500 E APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
123000006	268 S 500 E APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
123000007	268 S 500 E APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
123000008	268 S 500 E APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
123000009		R-3 (Residential)	Town Neighborhood Residential (TR)
123140246		R-3 (Residential)	Town Neighborhood Residential (TR)
123200001	490 E 700 S UNIT A3	R-3 (Residential)	Town Neighborhood Residential (TR)
123200002		R-3 (Residential)	Town Neighborhood Residential (TR)
123200003		R-3 (Residential)	Town Neighborhood Residential (TR)
123200004	490 E 700 S UNIT A6	R-3 (Residential)	Town Neighborhood Residential (TR)
123200005		R-3 (Residential)	Town Neighborhood Residential (TR)

123200006		R-3 (Residential)	Town Neighborhood Residential (TR)
123200007	490 E 700 S UNIT A9	R-3 (Residential)	Town Neighborhood Residential (TR)
123200008		R-3 (Residential)	Town Neighborhood Residential (TR)
123200009		R-3 (Residential)	Town Neighborhood Residential (TR)
123200010	490 E 700 S UNIT A12	R-3 (Residential)	Town Neighborhood Residential (TR)
123200011		R-3 (Residential)	Town Neighborhood Residential (TR)
123200012		R-3 (Residential)	Town Neighborhood Residential (TR)
123200014	490 E 700 S UNIT POOL	R-3 (Residential)/Town Commerce (TC)	Town Neighborhood Residential (TR)
123540001	288 S 500 E APT 1	R-3 (Residential)	Town Neighborhood Residential (TR)
123540002	288 S 500 E APT 2	R-3 (Residential)	Town Neighborhood Residential (TR)
123540003	288 S 500 E APT 3	R-3 (Residential)	Town Neighborhood Residential (TR)
123540004	288 S 500 E APT 4	R-3 (Residential)	Town Neighborhood Residential (TR)
123540005	288 S 500 E	R-3 (Residential)	Town Neighborhood Residential (TR)
123550001		R-3 (Residential)	Town Neighborhood Residential (TR)
123550005	288 S 500 E APT 5	R-3 (Residential)	Town Neighborhood Residential (TR)
123550006	288 S 500 E APT 6	R-3 (Residential)	Town Neighborhood Residential (TR)
123550007	288 S 500 E APT 7	R-3 (Residential)	Town Neighborhood Residential (TR)
123550008	288 S 500 E APT 8	R-3 (Residential)	Town Neighborhood Residential (TR)
123550009		R-3 (Residential)	Town Neighborhood Residential (TR)
128400003	254 S MARILYN DR	R-1-8 (Residential)	Town Neighborhood Residential (TR)
150110001		Town Commerce (TC)	Town Neighborhood Residential (TR)
150110003		Town Commerce (TC)	Town Neighborhood Residential (TR)

Town Mixed Commerce (TC)

The following locations will be rezoned from the current zoning designation (see below) to the Town Mixed Commerce (TC) zone designation. The Town Mixed Commerce is intended to provide a transition in building types and scale on the edges of Downtown with a mix of uses, including retail and residential. Allowed building types will vary based on which type of street they face. Townhouse buildings will generally be allowed only when facing side streets.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120010002	140 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120010003	116 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120010212	172 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030021	510 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030035	525 S STATE ST UNIT 1	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030067	520 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030124	430 E 450 S	R-1-8 (Residential)	Town Mixed Commerce (TC)
120030126		Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030127	545 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030148		Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030174	452 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
120030194		Town Residential (TR)	Town Mixed Commerce (TC)
120030196	532 S STATE ST REAR 1/2	Town Residential (TR)	Town Mixed Commerce (TC)
120030200	499 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120030201	465 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
120050002	270 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120050043	12 E 250 N	C-2 (Commercial)	Town Mixed Commerce (TC)
120200002	257 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)

120200003		C-2 (Commercial)	Town Mixed Commerce (TC)
120200012	245 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200013	37 W 250 N	C-2 (Commercial)	Town Mixed Commerce (TC)
120200038	251 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200048	225 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200074	133 N MAIN ST	Town Residential (TR)	Town Mixed Commerce (TC)
120200095	185 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200139	293 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
120200140		C-2 (Commercial)	Town Mixed Commerce (TC)
120670042	800 S STATE ST UNIT 2	Town Residential (TR)	Town Mixed Commerce (TC)
120670153	800 S STATE ST UNIT 4	Town Residential (TR)	Town Mixed Commerce (TC)
126300003	780 S STATE ST	Town Residential (TR)	Town Mixed Commerce (TC)
126820104	196 N MAIN ST	C-2 (Commercial)	Town Mixed Commerce (TC)
128490001	591 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
128490002	595 S STATE ST	Commercial Corridor (CC)	Town Mixed Commerce (TC)
129300001		Town Residential (TR)	Town Mixed Commerce (TC)
129300002		Town Residential (TR)	Town Mixed Commerce (TC)
129300004		Town Residential (TR)	Town Mixed Commerce (TC)
129300005		Town Residential (TR)	Town Mixed Commerce (TC)

Urban Mixed Residential (UR)

The following locations will be rezoned from the current zoning designation (see below) to the Urban Mixed Residential (UR) zone designation. The Urban Mixed Residential is intended to activate the core of Downtown and provide a concentrated population base through primarily residential buildings along with mixed-use and office buildings.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120030173	49 E 200 S	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120010107	120 S STATE ST UNIT C	Town Residential (TR)	Urban Mixed Residential (UR)
120010110	120 S STATE ST UNIT D	Town Residential (TR)	Urban Mixed Residential (UR)
120010132	180 S STATE ST	Town Residential (TR)	Urban Mixed Residential (UR)
120010161	150 S STATE ST UNIT F	Town Residential (TR)	Urban Mixed Residential (UR)
120010171		Town Residential (TR)	Urban Mixed Residential (UR)
120010206	22 E 200 S	Town Residential (TR)	Urban Mixed Residential (UR)
120030001	214 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030003	260 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030004	272 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030006	180 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030007	157 E AMERICAN LEGION DR	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030008	147 E AMERICAN LEGION DR	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030027	228 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030028	216 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030076	150 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030084	230 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)

120030085	246 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030107	204 E AMERICAN LEGION DR	Town Residential (TR)	Urban Mixed Residential (UR)
120030108	442 S STATE ST UNIT 171	Town Residential (TR)	Urban Mixed Residential (UR)
120030159	345 S DEPOT ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030165		Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030166	280 S STATE ST	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030221	137 E AMERICAN LEGION DR	Commercial Corridor (CC)	Urban Mixed Residential (UR)
120030275		Commercial Corridor (CC)	Urban Mixed Residential (UR)
120200033	110 S DEPOT ST	Town Residential (TR)	Urban Mixed Residential (UR)
120200034	160 S DEPOT ST	Town Residential (TR)	Urban Mixed Residential (UR)
120200047	140 S MAIN ST	Town Residential (TR)	Urban Mixed Residential (UR)
129080101	70 S STATE ST	Town Residential (TR)	Urban Mixed Residential (UR)

Urban Core Commerce (UC)

The following locations will be rezoned from the current zoning designation (see below) to the Urban Core Commerce (UC) zone designation. The Urban Core Commerce is intended to be the heart of activity and intensity in Downtown Clearfield with a mix of building types. Allowed building types will vary based on the type of street they face. Multi-family buildings will only be allowed as part of a mixed-use project and on secondary streets.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
120010048	331 E 200 S	Town Residential (TR)	Urban Core Commerce (UC)
120010073	321 E 200 S	Town Residential (TR)	Urban Core Commerce (UC)
120010186		Town Residential (TR)	Urban Core Commerce (UC)
120010188	239 E 200 S	Town Commerce (TC)	Urban Core Commerce (UC)
120010189	295 E 200 S	Town Residential (TR)	Urban Core Commerce (UC)
120030042	246 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030049	279 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030170	267 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030195	254 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030288	255 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030289	210 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030290	233 S STATE ST	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030291	220 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)
120030172	270 E 200 S	Commercial Corridor (CC)	Urban Core Commerce (UC)

Clearfield City Council Policy Session

March 10, 2020





INDUSTRIAL SITE & BUILDING DESIGN STANDARDS

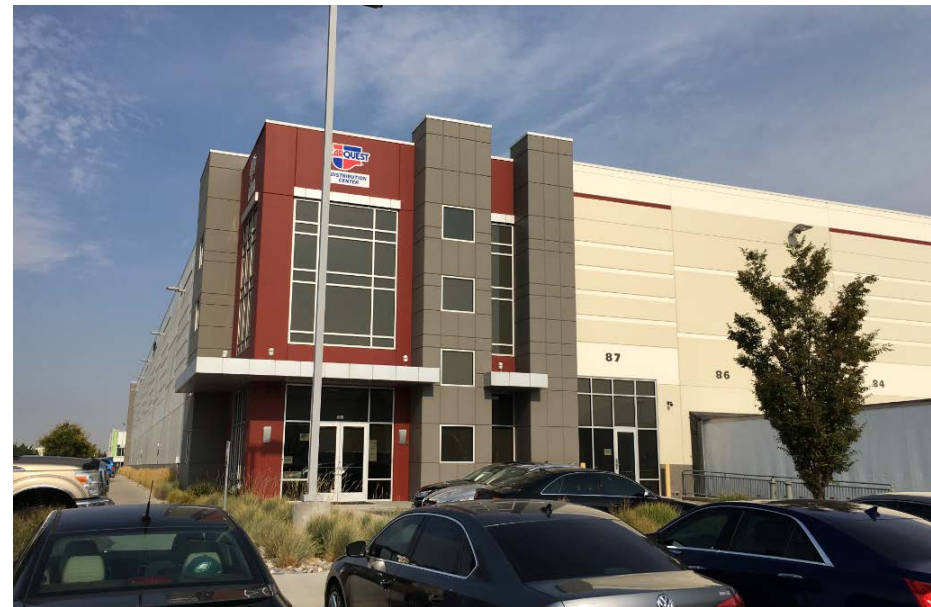
Zoning Text Amendment, ZTA 2020-010022

*Planning Commission Public Hearing 3/4/2020



Background

- Items identified by Lifetime Products architect through design process.
- Current design standards geared more towards commercial developments.
- Review of industrial and warehouse buildings in surrounding communities.
 - *Ogden, Syracuse, Kaysville, West Valley City, & Salt Lake City*
- Architect proposed Syracuse standards.





M-1 Standards to be Removed

F. Exterior Building Materials:

1. Permitted exterior building materials for main buildings shall be brick, stucco, stone, rock, or vinyl siding. Exposed tilt-up finished concrete and metal may also be used as a primary material on buildings located in the M-1 manufacturing zone, provided there is incorporation of and significant variation in materials along the base and near the entrances of the building.
2. Vinyl siding shall not be permitted on the front elevation of a main building.
3. Accessory buildings shall be built with a finished, all weather exterior material.
4. Any building elevation facing a street or right of way shall include at least two (2) of the following: brick, stucco, stone, or rock.



Design Standards Chapter (11-18)

- *Currently Design Standards*
- *Create Commercial Design Standards*
- *Create Industrial Design Standards*
- *Need to create Multi-Family Residential Design Standards*
 - *Currently addressed under what will be commercial design standards.*

Differences

Applicant Proposal

- *Syracuse City Standards*
- *Differences Highlighted in Red*
- *General Guidance*

Staff Proposal

- *Current Standards + Some Standards from Applicant.*
- *Required Standards*
- *Design Standards format:*
 - *Should*
 - *Shall*

Planning Commission Changes

11-18-6: INDUSTRIAL SITE DESIGN STANDARDS:

B. Building Placement: ~~The following standards shall be carefully considered as part of the overall development review:~~

~~1. All buildings shall be designed to locate the main front facade facing the principal street to which it has frontage or oriented towards the primary access for vehicular and pedestrian access for the property.~~

~~2. Buildings located on corner lots shall include a prominent architectural feature of greater height or provide an emphasis at the corner where two (2) public streets meet or where a private street intersects with a public street. (Repeats in Building Standards. Probably remove.)~~

~~3.1. Convenient public access and short-term visitor parking shall be provided at the main entrance of the building. Move to Parking Section.~~

~~4. Visitor parking spaces should be located to produce the shortest route of travel to a building entrance.~~

~~4.5. Convenient public access and short-term visitor parking shall be provided at the main entrance of the building.~~

Moved
to
Parking
Section

I. Miscellaneous Site Considerations: The following considerations shall be made during initial site planning:

1. Outdoor Refuse And Garbage Collection Containers: Outdoor refuse and garbage collection containers shall be ~~fully~~ screened from view of a ~~public right-of-way~~ using the same materials as the building or approved masonry fencing. ~~Additionally~~, enclosures ~~should be~~ surrounded by landscaping to further soften their visual impact. The general public shall be restricted from accessing such areas.

11-18-7: INDUSTRIAL BUILDING DESIGN STANDARDS:

C. Color and Materials.

6. Primary Materials. Each exterior wall façade shall include two of the following primary materials: brick, tilt-up concrete, architectural block, stone, or glass. If tilt-up concrete is used as one of the primary materials a minimum of two paint colors must be used on the wall. Unfinished gray concrete block is not permitted. The use of non-insulated metal siding exclusively on any wall is prohibited. All finish material shall be durable to the effects of weather and soiling.
- ~~6. Primary Materials. **Fifteen percent (15%) of the front each exterior wall facade and ten percent (10%) of street facing exterior walls** Primary materials shall include two of the following materials: brick, tilt-up concrete, architectural block, stone, or glass. If tilt-up concrete is used as one of the primary materials a minimum of two paint colors must be used on the wall. Unfinished gray concrete block is not permitted. The use of non-insulated metal siding exclusively on any wall is prohibited. All finish material shall be durable to the effects of weather and soiling.~~
7. Large expanses of primary materials, or other uniform material shall be broken up with pop outs, recesses, awnings, staggered facades, metal structures, change in color or texture, or the addition of other designed three dimensional architectural features, every 100 feet.
- ~~7. Large expanses of **primary materials precast concrete (including cast in place concrete tilt-up panels)**, or other uniform material shall be broken up with pop outs, recesses, awnings, staggered facades, metal structures, **trellis**, change in color or texture, or the addition of other designed three dimensional architectural features, every 100 feet.~~
8. The ends or corners of buildings **facing a public right of way** shall be articulated with a prominent architectural feature such as a change in **major primary** material (i.e. change from tilt-up concrete panel to brick), increased roof projection of parapet, or increased transparency.

Planning Commission Recommendation

On February 19, 2020, the Clearfield Planning Commission forwarded a recommendation of **approval of RZN 2020-010023** for the proposed Zoning Map Amendments with the following changes:

1. The property located at 270 East 200 South is to be included in the U-C (Urban Core Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone; and
2. The properties located from 800 East to 657 East 700 South are to be included in the C-C (Gateway Corridor Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone.



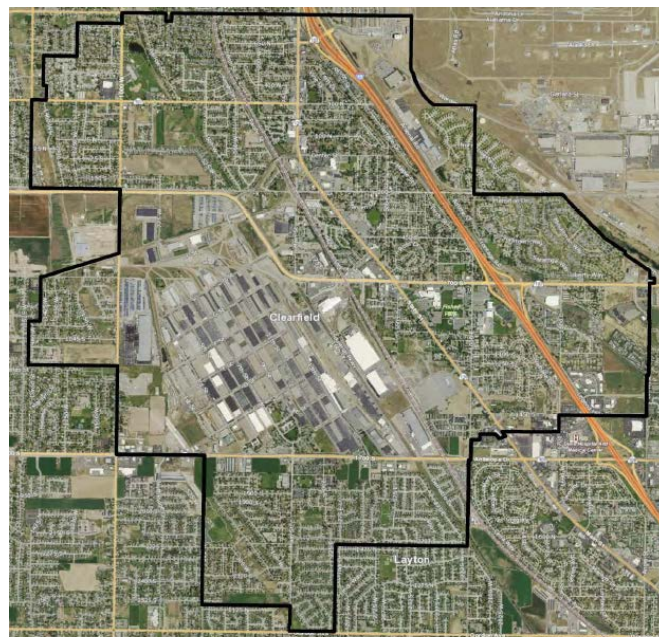


DOWNTOWN CLEARFIELD FORM-BASED CODE REZONES

Zoning Map Amendment, RZN 2020-010023

Creating Downtown Clearfield Small Area Plan

- Created the vision for the downtown revitalization and provided recommendations to that end.
- Goal 1: Modernize Downtown Zoning
 - Strategy 1 Option A: Develop a Form-based code for the corridor.



Clearfield City - Market Analysis

Prepared by

ZIONS BANK  PUBLIC FINANCE

November 2015

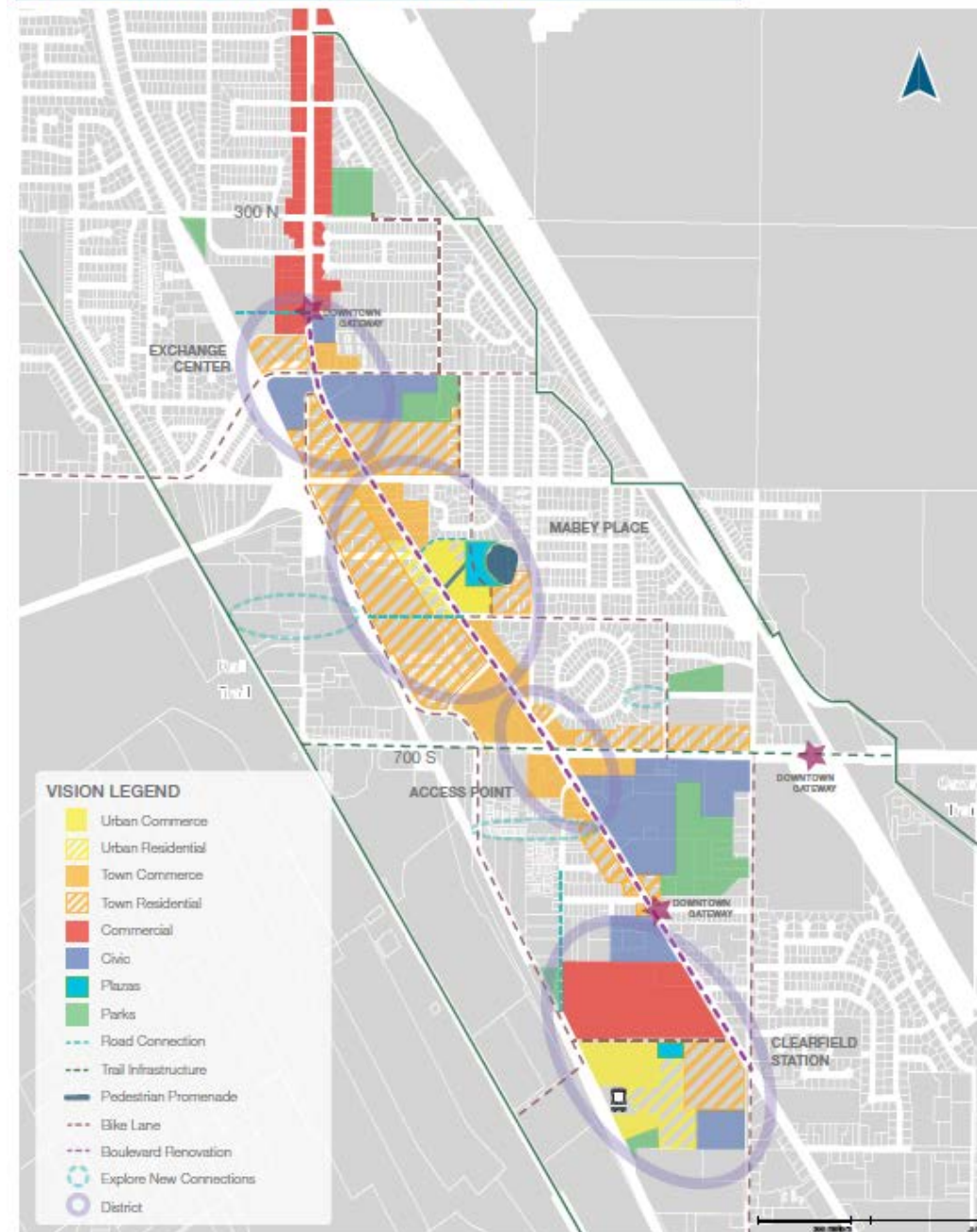
Creating Downtown Clearfield

2016



Creating Downtown Clearfield

chapter 1.2 The Downtown Vision



Downtown Clearfield Form-Based Code

Public Outreach and Plan Creation

Open House & Social Media Outreach

- Facebook Kickoff/Unboxing FBC Video – 10/4/17
- CAFC open house – 3/6/18
- Facebook Live Outreach – 3/8/18

Steering Committee Meetings (all at City Hall)

- September 25, 2017
- October 30, 2017
- December 11, 2017
- January 29, 2018
- April 2, 2018

Plan Adoption

- Planning Commission Public Hearing – 5/2/18
- City Council Work Session – 5/15/18
- City Council Public Hearing – 6/6/18

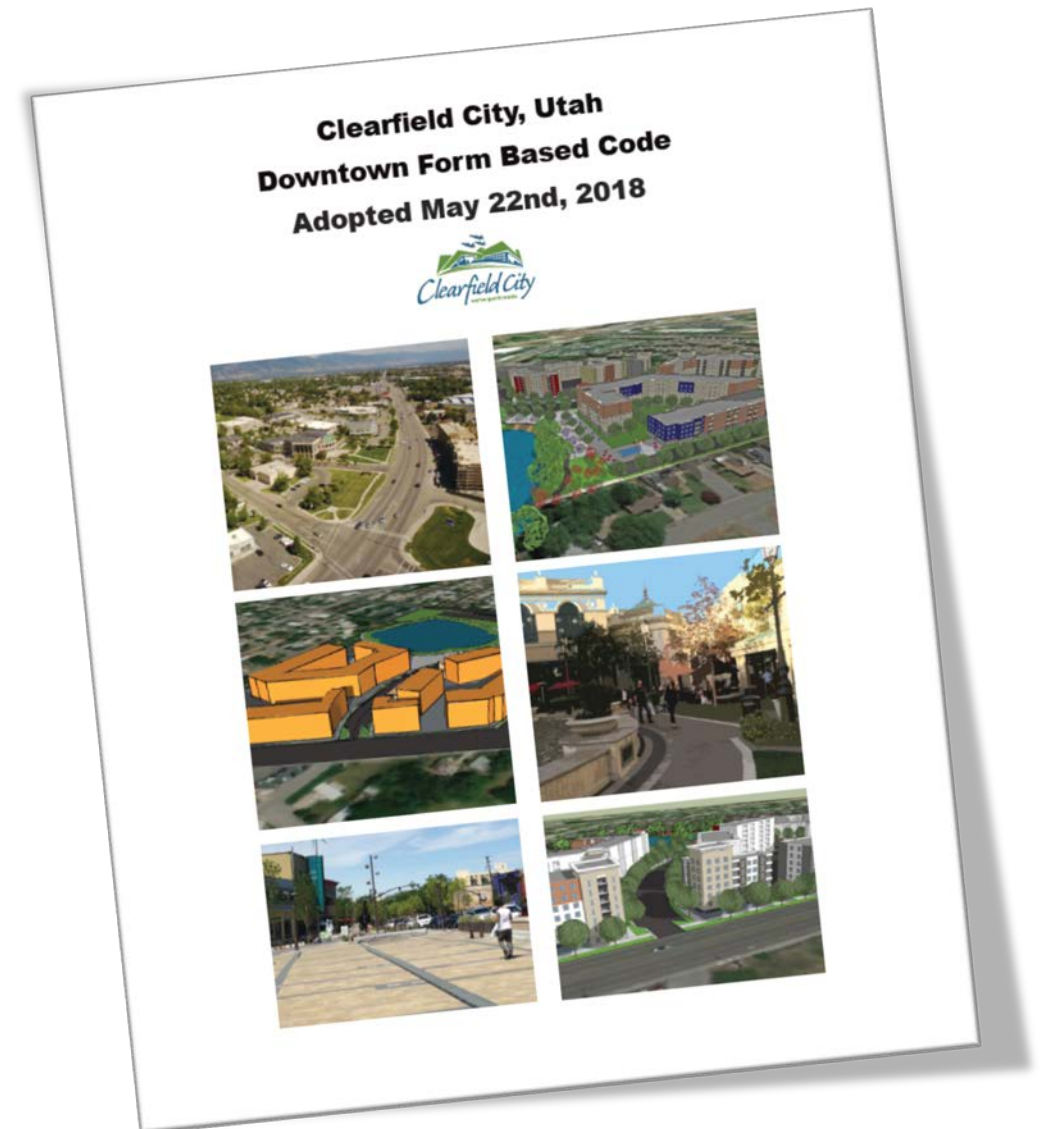
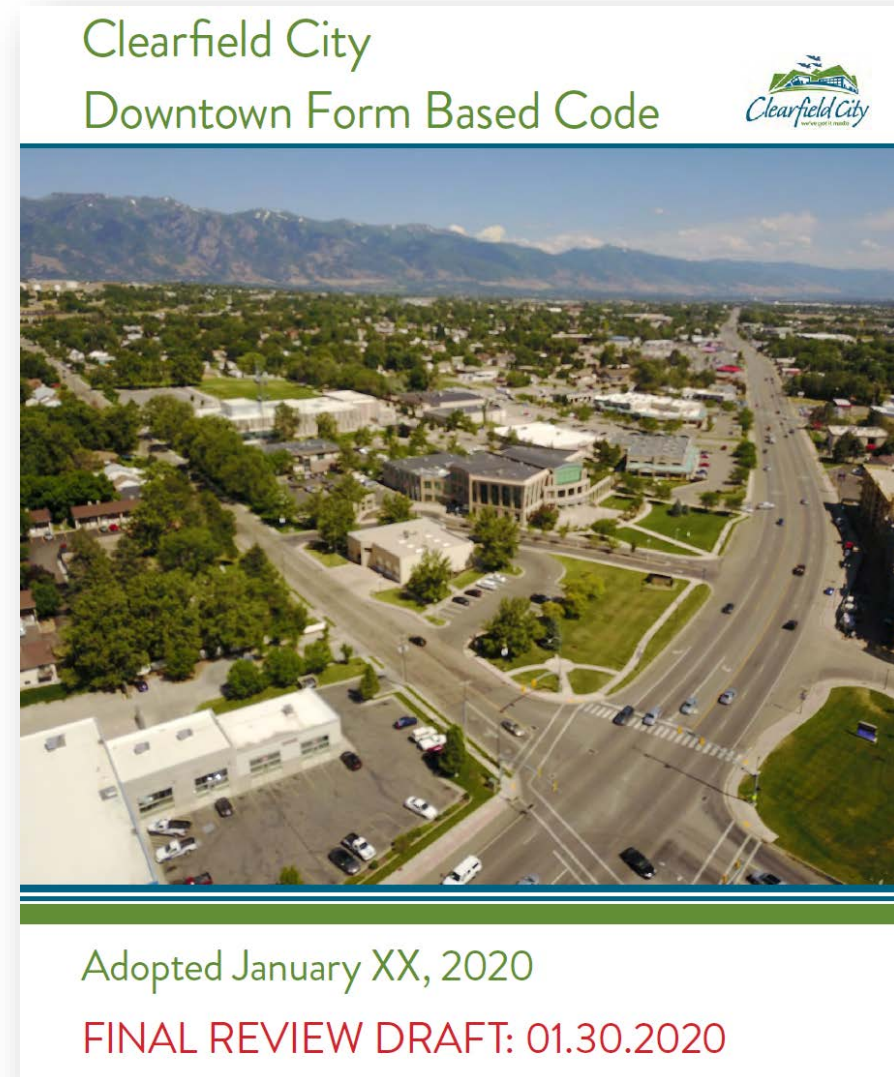


Figure 4.7 (1). State/Main Street Cross Section (looking north).

Downtown Clearfield Form-Based Code Update

Update Process

- FBC Adopted June 6, 2018
- Through implementation identification of needed revisions to meet vision.
- Contracted with FFKR Architects for update to be completed by January 14, 2020 for adoption.
- Update graphics, standards, zones, and layout.
- Collaboration with UDOT, UTA, and staff of FFKR Architects.



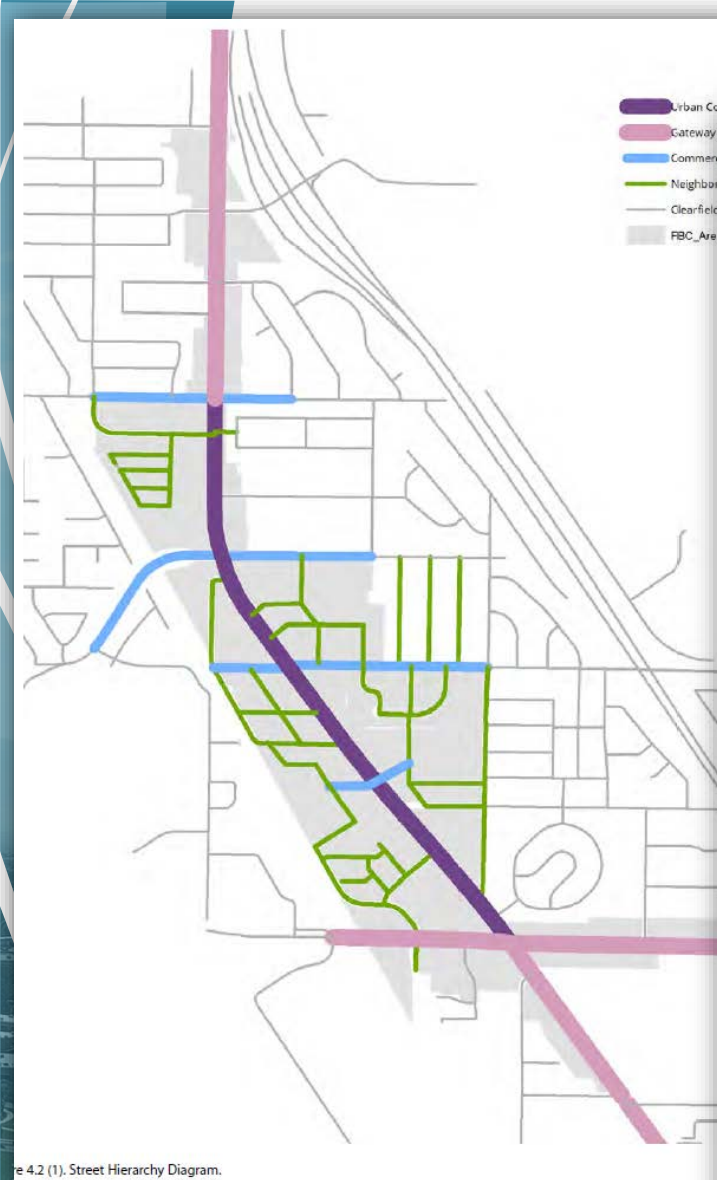
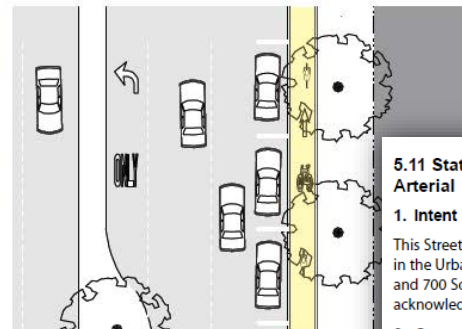


Figure 4.2 (1) Street Hierarchy Diagram.

- Urban Core Arterial
- Gateway Arterial
- Commercial
- Neighborhood
- Clearfield
- FBC Area



Figure 5.5 (1). On-Street Cycle Track/Protected Bike Lane



5.11 State/Main Street Highway 126 - Urban Core Arterial

1. Intent

This Street Type is for State/Main, which is State Highway 126, in the Urban Core of Downtown Clearfield between 300 North and 700 South. This is a high capacity regional thoroughfare, that acknowledges the Downtown Clearfield context. Figure 5.11 (1).

2. General Requirements

State/Main Street - Urban Core shall be developed using the standards in Table 5.11 (1).

Table 5.11 (1) Urban Core Arterial Requirements

Permitted Adjacent Districts	UC, UR, CV, TC
Permitted Adjacent Building Types	Civic, Mixed-Use, Multi-Family, Office
Typical Right-of-Way Width	103'
Vehicular Realm	
Travel Lanes	2 lanes in each direction
Lane Width	11'
Turn Lanes	Per UDOT corridor agreement
Parking Lanes	Optional Parallel, as ROW allows
Pavement Width	72'
Median	12' Planted Median with turn lane pockets (includes 1' shy distance on each side of median)
Bicycle Facilities	7.5' Protected Bike Lanes (2' buffer; 5.5' travel lane)
Pedestrian Realm	
Pedestrian Facilities	Minimum 8' wide clear sidewalk
Street Buffer	Minimum 7.5' hardscape



Figure 5.5 (2). On-Street Dedicated Bike Lane

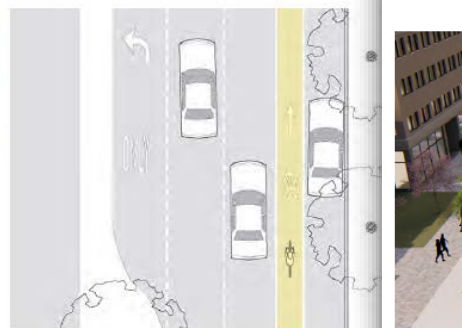
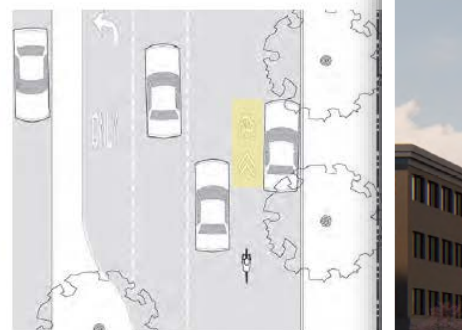


Figure 5.5 (3). On-Street Designated Shared Lane



6.4 Mixed-Use/Core Commercial Building

1. Description & Intent

The Mixed-Use/Core Commercial Building is intended to be located close to the front property line with parking typically in the rear or side of the lot. Parking garages and underground parking are highly encouraged.

The key facade element is large amounts of glass and regularly spaced entrances on the main floor.

This building is available for different levels of urban intensities, depending on the district within which it is located. For example, minimum and maximum heights are highest in the UC District and lowest in the TR District.

2. Regulations

Regulations for the Mixed-Use/Core Commercial Building Type are defined in the adjacent table.



Table 6.4 (1) Mixed Use Building Type

	Zone Districts					
	UC	UR	TC	TR	CV	CC
Building Site Refer to 6.3.1						
Minimum Lot Width	none	none	none	none		
Maximum Lot Width	none	none	none	none		
Maximum Impervious Coverage	80%	70%	70%	70%		
Additional Semi-Pervious Coverage	10%	15%	10%	10%		
Site Access & Parking Refer to 6.3.2						
Parking & Loading Location	rear yard	rear yard	rear & side yard	rear & side yard		
Vehicular Access	Alley only; if no alley exists, 1 driveway is permitted per non-primary street or per UDOT requirements					
Building Location Refer to 6.3.3						
Multiple Principal Buildings	not permitted	not permitted	permitted	not permitted		
Front Build-to Zone	0'-5'	0'-10'	0'-20'	5'-20'		
with Plaza or Porte Cochere	up to 25'	up to 25'	up to 25'	up to 25'		
Corner Build-to Zone	0' to 5'	0' to 10'	0'-20'	0'-20'		
Occupation of Corner	required	required	required	required		
Front Property Line Coverage	90%	90%	75%	70%		
Minimum Side Yard Setback	0'	0'	5'	5'		
Minimum Rear Yard Setback	5'	5'	5'	5'		
Building Massing Refer to 6.3.4						
Minimum Overall Height	2 story	2 story	2 story	2 story		
Maximum Overall Height	No maximum	6 stories	4 stories			
Building Stepback	minimum of 10' at top of 4th story			not required		
Ground Story: Minimum Height	12'	12'	12'			
Maximum Height	30'	24'	24'			
Upper Stories: Minimum Height	9'	9'	9'			
Maximum Height	14'	14'	14'			
Permitted Roof Types	parapet, flat	parapet, flat	parapet, flat			
Tower	permitted	permitted	permitted			
Street Facade Articulation/Details Refer to 6.3.5						
Blank Wall Limitations	required per floor refer to 6.3.4					
Vertical Facade Divisions	every 25' of facade width	every 30' of facade width	every 50' of facade width	every 50' of facade width		
Horizontal Facade Divisions	required within 3' of the top of the ground story and at the top of the high					
Front Facade Entrance Type	Arcade, Contemporary, Mixed-Use					
Building Fenestration Refer to 6.3.6						
Minimum Ground Story Transparency	65%	65%	50%			
Minimum Upper Story Transparency	25%	25%	25%			
Principal Entrance Location	front facade	front facade	front or corner facade			
Required Number of Street Entrances	1 per each 75'	1 per each 75'	1 per each 100'			
Building Uses Refer to 6.3.7; Refer to Table 3.3 (2) for specific permitted uses in each General Category						
Ground Story	retail, service, office					
Upper Story	retail, service, office, residential					
Parking within Building	permitted fully in basement and in rear of upper floors					
Required Occupied Space	40' deep on all full floors					

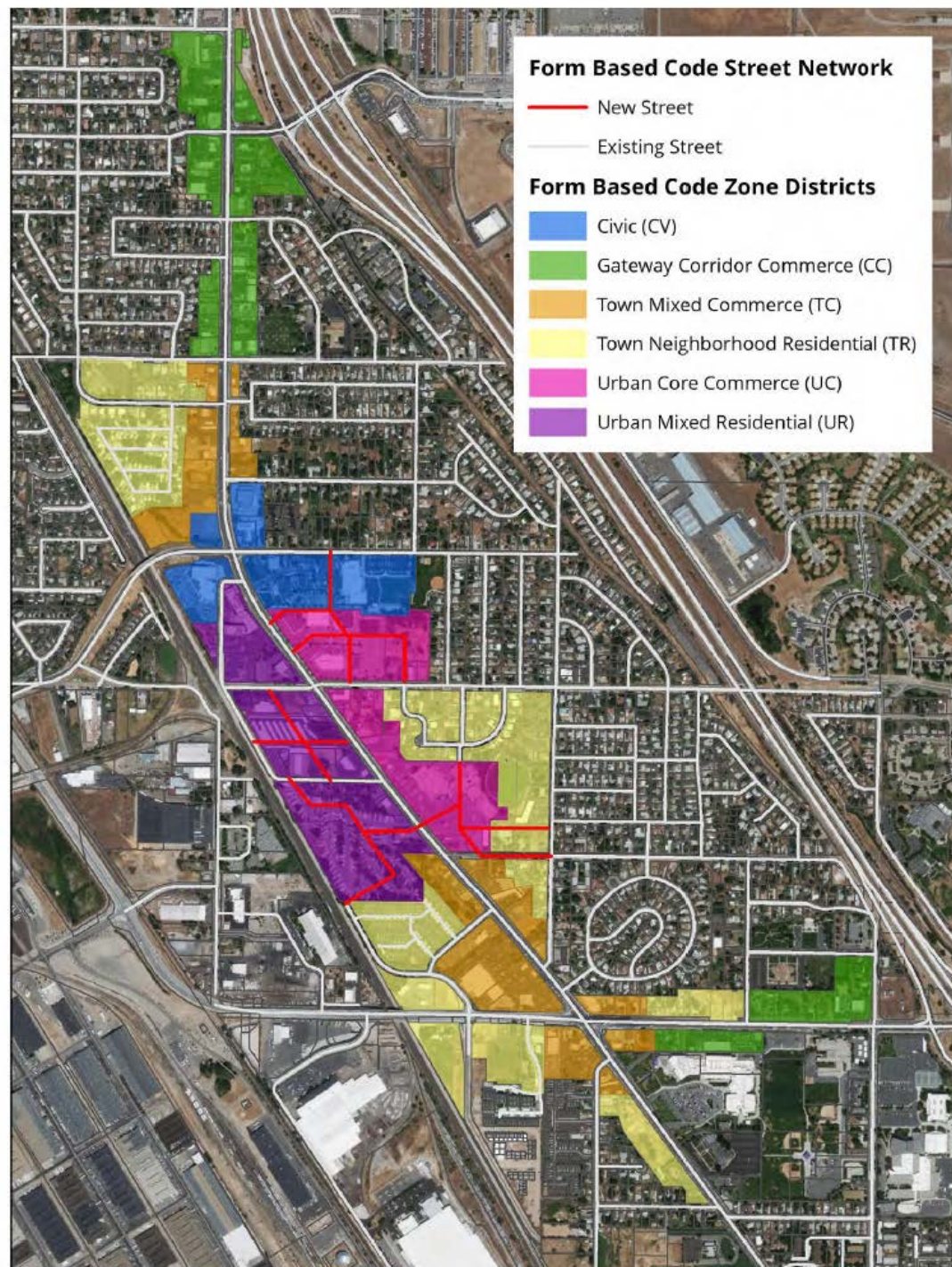
Pre-Application Meeting

Site Plan Approval

Subdivision Approval
(if required)

Final Land Use Approval

Zoning Changes



Public Noticing



Community Development

Planning, Engineering, Building Inspections,
Customer Service, Code Compliance,
and CDBG Administration

NOTICE OF PUBLIC HEARING

Public Hearing Discussion and Possible Action on RZN 2020-010023, a request by Clearfield City to consider the rezoning of parcels from C-1 and C-2 (Commercial), R-1-S, R-2, & R-3 (Residential), A-1 (Agricultural), CC (Commercial Corridor), TR (Town Residential), TC (Town Commerce), UC (Urban Commerce), UR (Urban Residential), CV (Civic) to R-1-S (Residential), CC (Gateway Corridor Commerce), TR (Town Neighborhood Residential), TC (Town Mixed Commerce), UC (Urban Core Commerce), UR (Urban Mixed Residential), CV (Civic). The new zoning districts would be applied specifically to the corridor along State Route 126 (State and Main Street) from 800 North to 1000 South and on 700 South between the railroad and 1000 East. Additional properties located along 200 South, 500 East, Marilyn Drive, and 575 East have been included to be rezoned to TR (Town Neighborhood Residential) as well. The implementation of these zones comes as a result of a recommendation from the Downtown Clearfield Small Area Plan adopted by the Clearfield City Council in March of 2017 as well as part of the amendments to the Downtown Clearfield Form Based Code that will be considered for adoption by the Clearfield City Council on February 11, 2020.

Dear Neighbor:

An application and information for the rezones mentioned above are on file at the Clearfield City Customer Service Center located on the 1st Floor at 55 South State Street, Clearfield, Utah. The application may be reviewed, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., except legal holidays. The staff report for this project will be available for review prior to the following meetings in-person or on-line at the City's website www.clearfieldcity.org.

Information included in this notice can also be reviewed by accessing www.clearfieldcity.org/FBC

PLANNING COMMISSION

Date: Wednesday, February 19, 2020
Time: The meeting begins at 7:00 p.m.
Location: Clearfield Municipal Center—Council Chambers, 3rd Floor
55 South State Street, Clearfield, UT

CITY COUNCIL

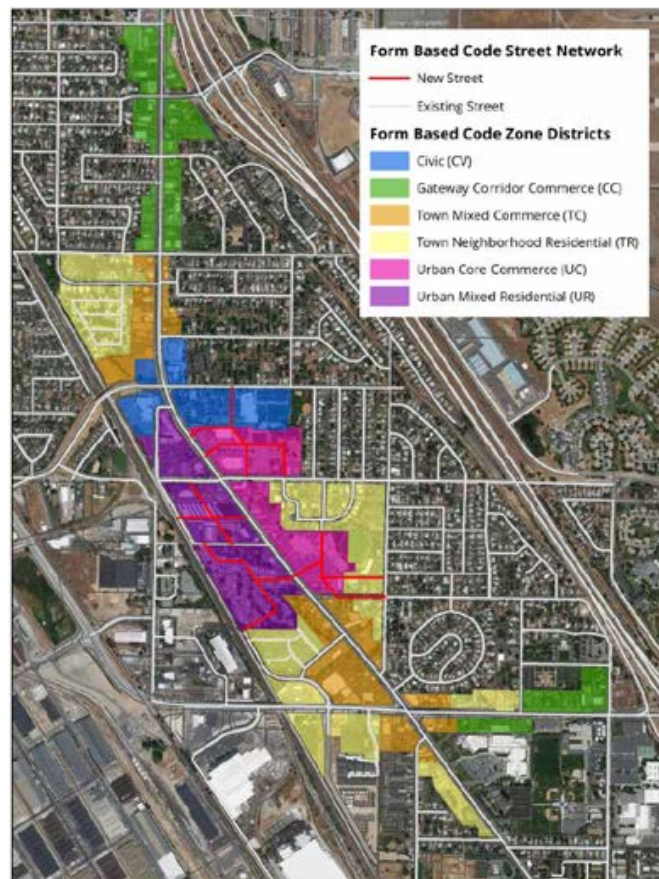
Date: Tuesday, March 10, 2020
Time: The meeting begins at 7:00 p.m.
Location: Clearfield Municipal Center—Council Chambers, 3rd Floor
55 South State Street, Clearfield, UT

Interested persons may appear at the meeting to present oral comments, or may submit written comments, by mail to Clearfield City, Community Development Department, 55 South State Street, Clearfield, UT 84015. If written comments are not received prior to the date of the meeting, the Planning Commission may not consider them.

For further information please contact Community Development Department at (801) 525-2782 or the Senior Planner, Brad McIlvath at (801) 525-2784 or Brad.McIlvath@clearfieldcity.org

55 South State Street, Clearfield, UT 84015 (801) 525-2701 www.clearfieldcity.org

CLEARFIELD CITY



55 South State Street, Clearfield, UT 84015 (801) 525-2701 www.clearfieldcity.org

CLEARFIELD CITY

PLEASE SEE ATTACHED FOR PROPOSED PARCEL ZONE CHANGES

R-1-S (Residential)

The following properties will be rezoned from current zoning designations of C-2 (Commercial), CC (Commercial Corridor), and TC (Town Commerce) to R-1-S (Residential) to match the existing land use of the locations.

Parcel ID	Parcel Address	Current Zone	Proposed Zone
140900040	86 NORTH VILLA DR	C-2 (Commercial)	R-1-S (Residential)
140900002	85 NORTH VILLA DR	C-2 (Commercial)	R-1-S (Residential)
120170001	101 ROSS DR	CC (Commercial Corridor)	R-1-S (Residential)
120040014	PO BOX 1157	CC (Commercial Corridor)	R-1-S (Residential)
120170021	102 ROSS DR	T-C (Town Commerce)	R-1-S (Residential)

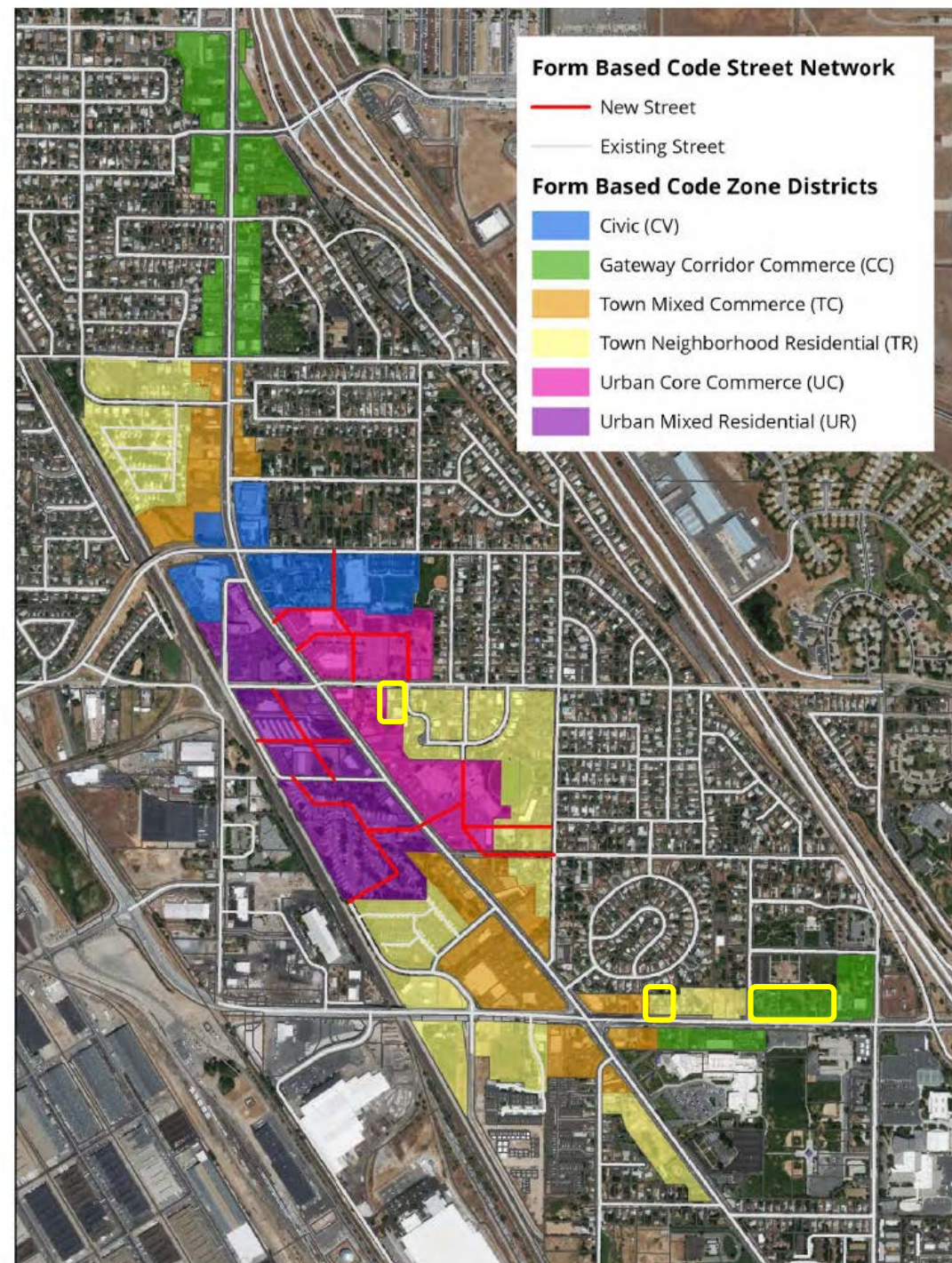
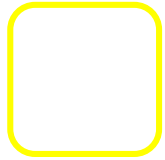
Gateway Corridor Commerce (CC)

The following locations will be rezoned from the current zoning designation (see below) to the Gateway Corridor Commerce (CC) zone designation. The Gateway Corridor Commerce is intended to provide consistent streetscape signaling the arrival into Downtown Clearfield, while allowing commercial building types and uses that are more oriented to automobile traffic as well as pedestrian access.

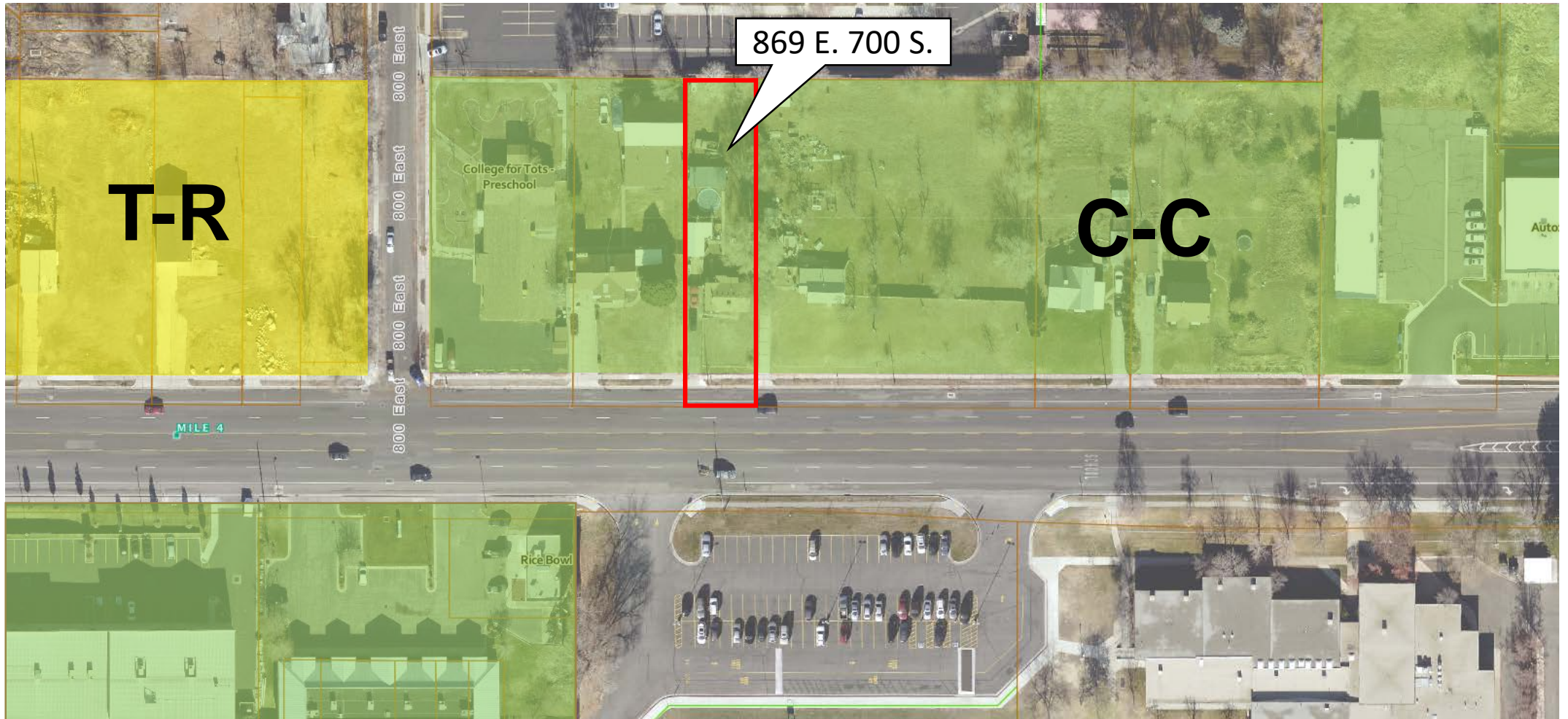
Parcel ID	Parcel Address	Current Zone	Proposed Zone
120040034	805 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040035	843 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040036	869 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040039	929 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040040	937 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040041	975 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040133	905 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040152		R-1-S	Gateway Corridor Commerce (CC)
120040154		R-1-S	Gateway Corridor Commerce (CC)
120040174	995 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040176	634 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040177	620 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040178	608 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120040179	606 S 1000 E	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680009	726 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680010	712 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680023	670 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
120680024	688 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123600001	810 E HWY 193	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880001	794 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880002		Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880003	790 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880006	782 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880007	786 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)
123880008		Town Commerce (TC)	Gateway Corridor Commerce (CC)
127540003	772 E 700 S	Town Commerce (TC)	Gateway Corridor Commerce (CC)

55 South State Street, Clearfield, UT 84015 (801) 525-2701 www.clearfieldcity.org

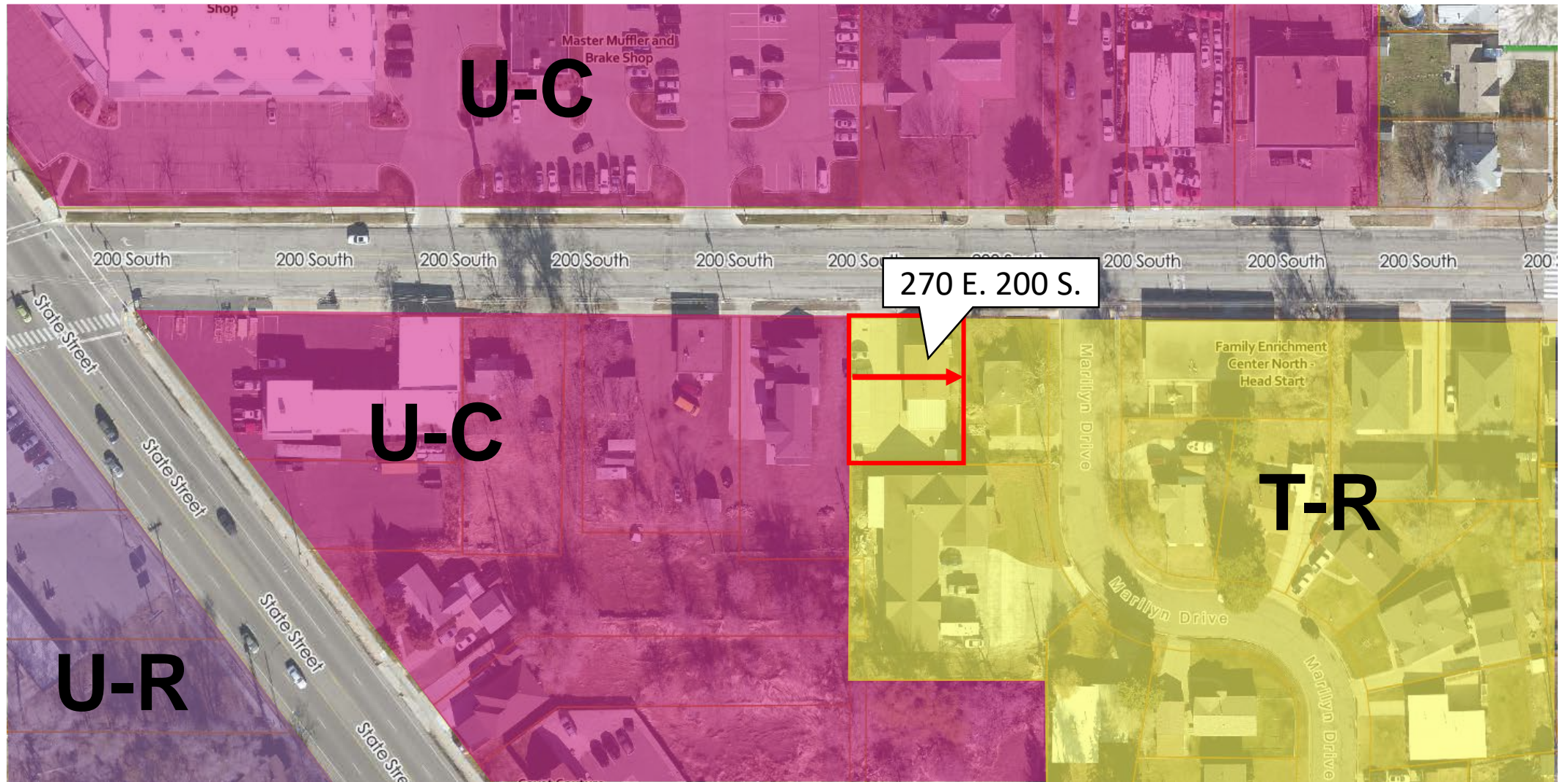
Zoning Changes



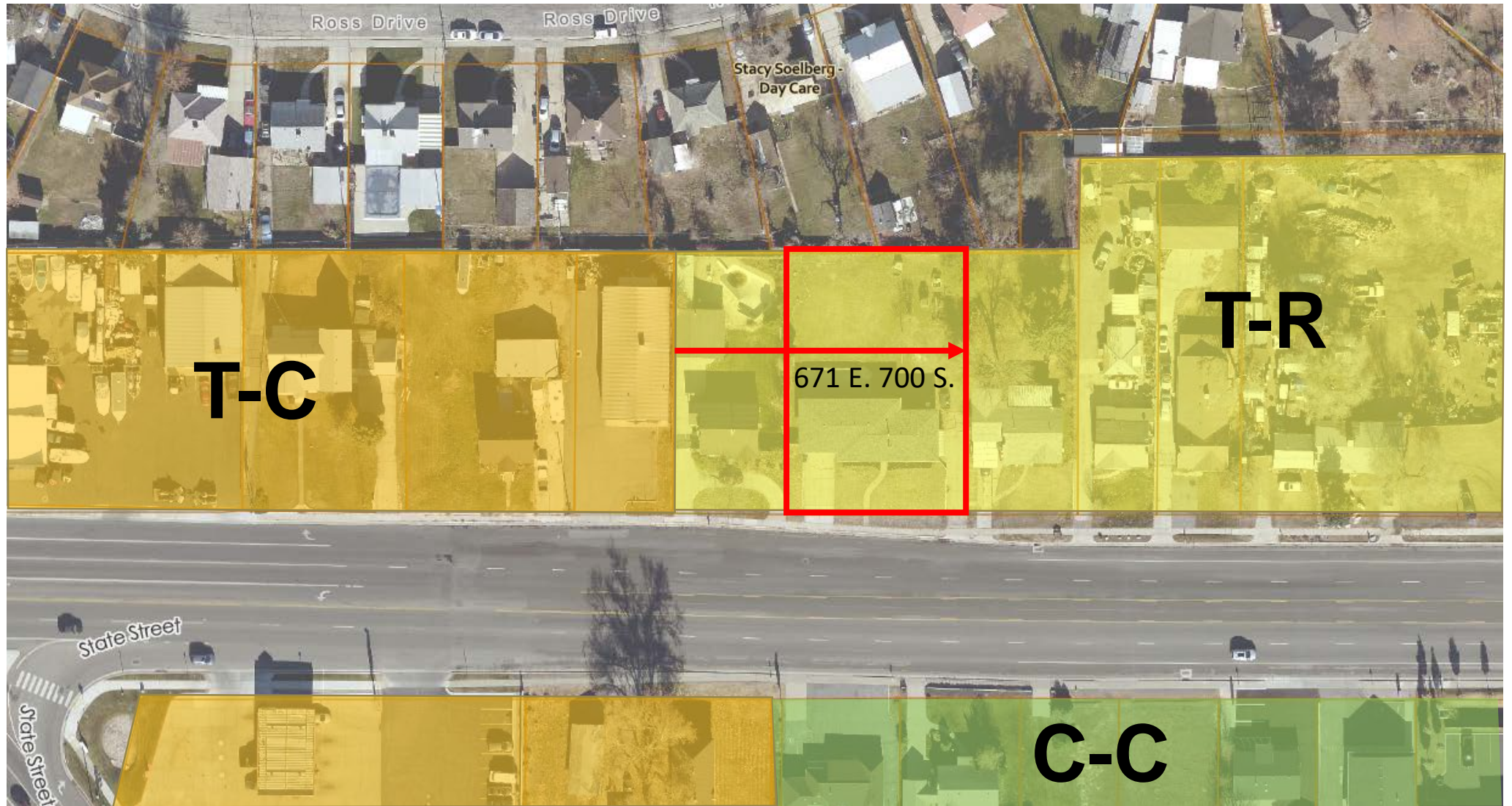
Chris Slocum Request — Keep as T-C or change to T-R



Shirley Cooper-Aguilar Request



Bryan Excell Request

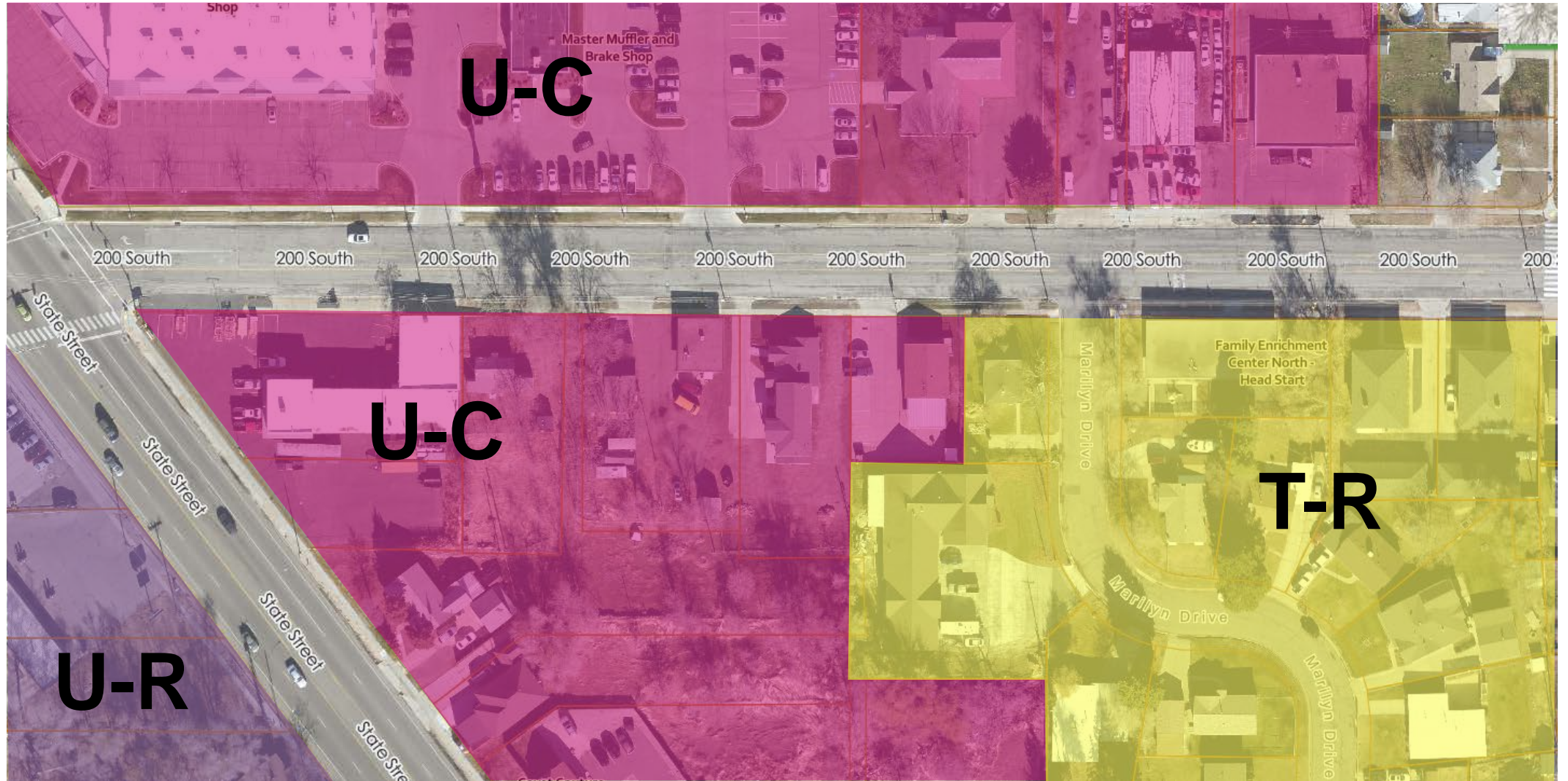


Planning Commission Recommendation

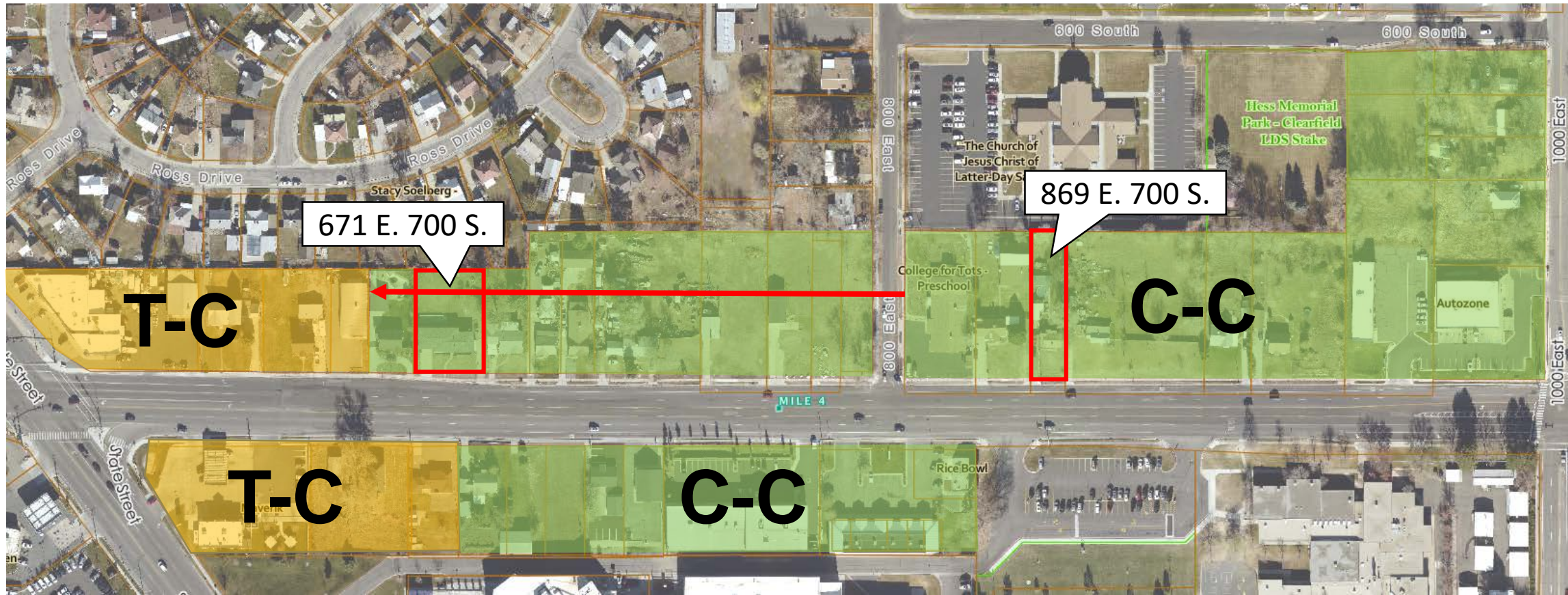
On March 4, 2020, the Clearfield City Planning Commission, following a public hearing and discussion by the Commission, took action to forward a **recommendation of approval** to the City Council for the **ZTA 2020-010022** for amendments to Title 11 Chapter 11 and 18.



Shirley Cooper-Aguilar Request



700 South PC Recommendation



T-R

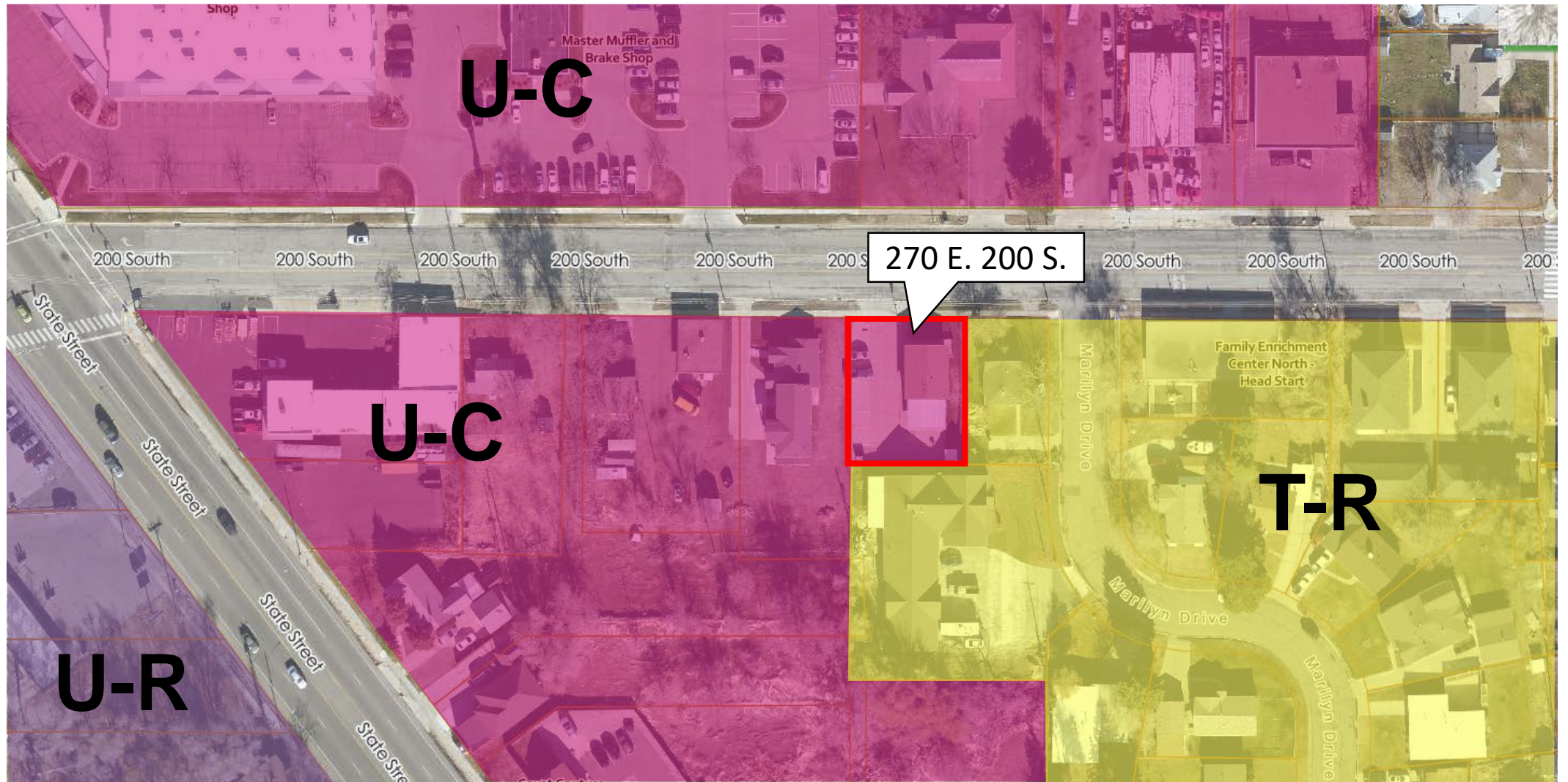
City Council Work Session Discussion

On March 3, 2020, the City Council discussed the proposed rezones and directed staff to include the following changes for review in the Policy Session on March 10, 2020:

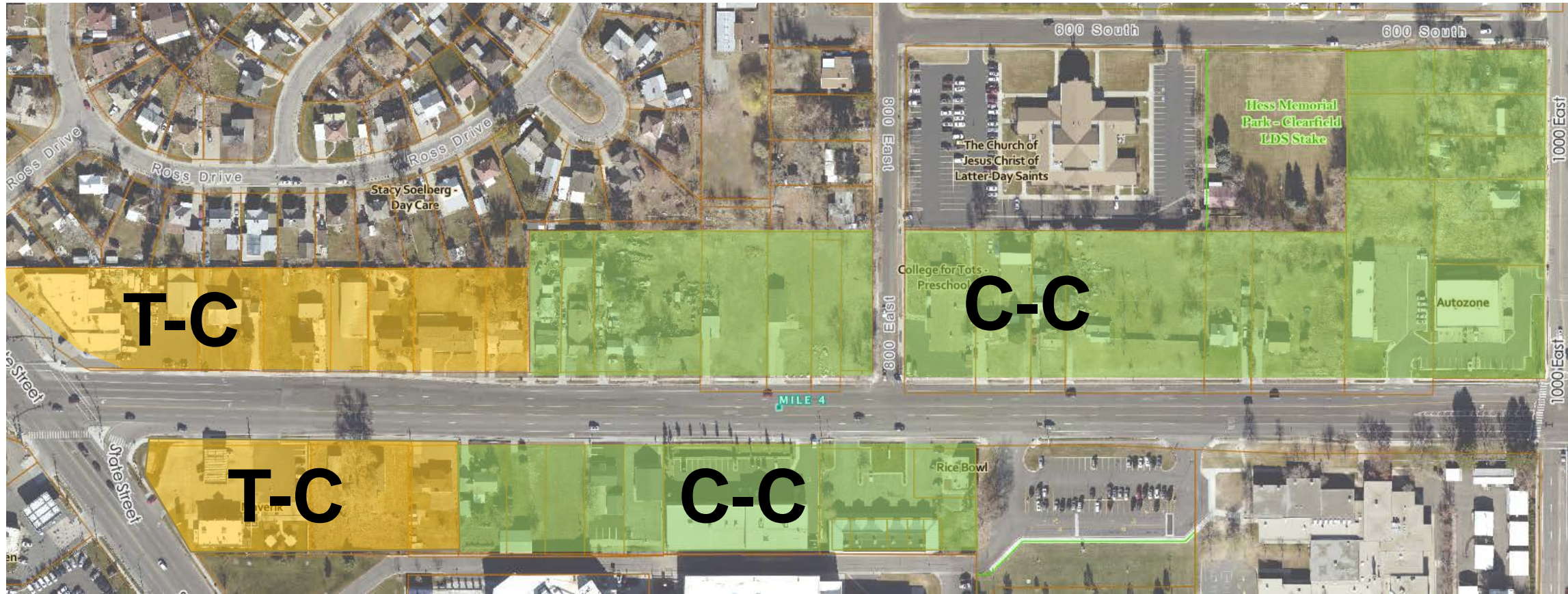
1. The property located at 270 East 200 South is to be included in the U-C (Urban Core Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone;
2. The properties located from 709 East 700 South to 800 East are to be included in the C-C (Gateway Corridor Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone; and
3. The properties located from 657 East 700 South to 699 East 700 South are to be included in the T-C (Town Mixed Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone.



Shirley Cooper-Aguilar Request



700 South Recommendation



T-R

City Council Work Session Discussion

On March 3, 2020, the City Council discussed the proposed rezones and directed staff to include the following changes for review in the Policy Session on March 10, 2020:

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3. The properties located from 657 East 700 South to 699 East 700 South are to be included in the T-C (Town Mixed Commerce) Zone instead of the T-R (Town Neighborhood Residential) Zone.





STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Spencer W. Brimley, Community Development Director
MEETING DATE: Tuesday, March 10, 2020
SUBJECT: Planning Commission re-appointment, Brett McAllister

RECOMMENDED ACTION

Staff is recommending that Commissioner Brett McAllister be re-appointed as a full member of the Planning Commission for a term of 5 years.

DESCRIPTION / BACKGROUND

Clearfield City Planning Commission has experienced consistent turn over during the last couple of years. There have been numerous changes to the body, with most recently the PC Chair moving from the City and being replaced. During the work session on March 19, 2019, changes were discussed by the Council to fill two alternate roles and a position that would soon be vacated by a regular member. The Council appointed two alternates (David Bloomfield and Jacoby Marsden) and a regular member (Brett McAllister). The appointment of Commissioner McAllister as a regular member was for the purpose of filling the remaining term of Commissioner Lloyd which ended in February of 2020. Commissioner McAllister has gained great experience and his participation on the Commission has been beneficial to the Commission and Community.

CORRESPONDING POLICY PRIORITY (IES)

The appointments to the Planning Commission would support the policy and priority of “Providing Quality Municipal Services” by placing interested community members in positions where their feedback can have a direct impact in the direction of the services provided by the Community Development Department and insure that the goals of the department are in line with the interests of the community.

ALTERNATIVES

1. The Council could choose not re-appoint Commissioner McAllister and select from the pool of applicants to be interviewed on March 31st.



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Chief Kelly Bennett, Police Department
MEETING DATE: March 10, 2020
SUBJECT: Interlocal Cooperation Agreement for Animal Services Amendment No. 4

RECOMMENDED ACTION

Approve Amendment No. 4 for calendar year 2020 with modified terms and/or provisions.

DESCRIPTION / BACKGROUND

Clearfield City entered into an Interlocal Cooperation Agreement for Animal Services in 2016. This Amendment No. 4 is the current year's agreement set forth by the Animal Services and Control with the revisions of costs associated with these services. This is the final amendment of the five year contract that sunsets on December 31, 2020. Animal Care of Davis County will begin contract negotiations or other animal service this year.

CORRESPONDING POLICY PRIORITY (IES)

The services provided by the Animal Care of Davis County (formal Davis County Animal Care and Control) corresponds with providing quality municipal services to the residents of Clearfield City. The City continually reviews the amendments to ensure fiscal responsibility. This service is essential to the residents of Clearfield City in order to promote safety and follow City and County Ordinances. In addition, these services improve Clearfield's image and livability. Animal Care of Davis County enforces animal nuisances as well as the removal of dead wildlife and domestic animals. The City staff is not able to provide these services.

FISCAL IMPACT

The City's calendar year obligation to the County for services calls has increased by **\$24,879.82** with this new agreement.

Operational costs have increased by	\$25,360.90
Wild Animal pick up costs have decreased by	\$669.50
Capital Projects costs have increased by	\$188.42



2020 Overall obligation for operations	\$146,969.54
---	---------------------

ALTERNATIVES

The only alternative method of providing animal and control services would be to provide this service. This would include building a new shelter or contracting with an existing shelter as well as hiring employees and purchasing the necessary equipment.

SCHEDULE / TIME CONSTRAINTS

n/a

LIST OF ATTACHMENTS

Proposed Amendment to the Interlocal Agreement with Davis County

Presentation

Resolution 2020-03

AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 4 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 4") is made and entered into as of January 1, 2020, by and between Davis County, a political subdivision of the state of Utah (the "County"), and Clearfield City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein.

RECITALS

This Amendment No. 4 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-284 (the "Agreement"); and
- B. The Parties, through this Amendment No. 4, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 4, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City's 2020 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2020 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,207,222.48
	Operating:	\$314,449.00
	Capital Equipment:	\$139,794.00
	Allocations:	+ \$134,055.24
	Total Expenditures:	\$2,795,520.72
Projected 2020 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$48,000.00
	Wildlife Fees:	\$59,173.50
	Donations:	+ \$12,500.00
	Total Revenues:	\$520,173.50
Projected 2020 Expenditures Less Projected 2020 Revenues:		\$2,795,520.72
		- \$520,173.50
		\$2,275,347.22
Combined Cities' 50% Obligation:		\$2,275,347.22
		x 50%
		1,137,673.61
Average of the City's Total Billable Calls for 2018 and 2019:		1,235.50
Average of Combined Cities' Total Billable Calls for 2018 and 2019:		10,208.00
The City's 2019 Usage Rate:		1,235.50
		/ 10,208.00
		12.10%
The City's 2020 Calendar Year Obligation to the County:		\$137,695.51

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2020 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2019:	96
Cost to City for Each Wildlife Call in 2019:	\$25.75
The City's 2020 Calendar Year Obligation to County for Wildlife Calls:	\$2,472.00

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2020 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2020 Obligation of the Combined Cities:	\$56,200.00
The City's 2019 Usage Rate:	12.10%
The City's 2020 Calendar Year Obligation to the County:	\$6,802.03

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 4, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	CLEARFIELD CITY
By: _____ Chair, Board of Davis County Commissioners	By: _____ Mayor
Date: _____	Date: _____
ATTEST:	ATTEST:
_____ Davis County Clerk/Auditor	_____ City Recorder
Date: _____	Date: _____
Reviewed and Approved as to Proper Form and Compliance with Applicable Law:	Reviewed and Approved as to Proper Form and Compliance with Applicable Law:
_____ Davis County Attorney's Office	_____ City Attorney
Date: _____	Date: _____

Interlocal Cooperation Agreement for Animal Services – Amendment No. 4





2019 Animal Care of Davis County Statistics (County Wide)

- 12.98% increase in owner surrenders
- 16.77% increase in stray animal calls
- 2.09% increase in wildlife interaction
- 6.30% increase in wildlife calls
- Increased 7 days a week operation center
- Participated in 23 community events
- Involvement in several high profile cases that required significant investigation and staff dedication

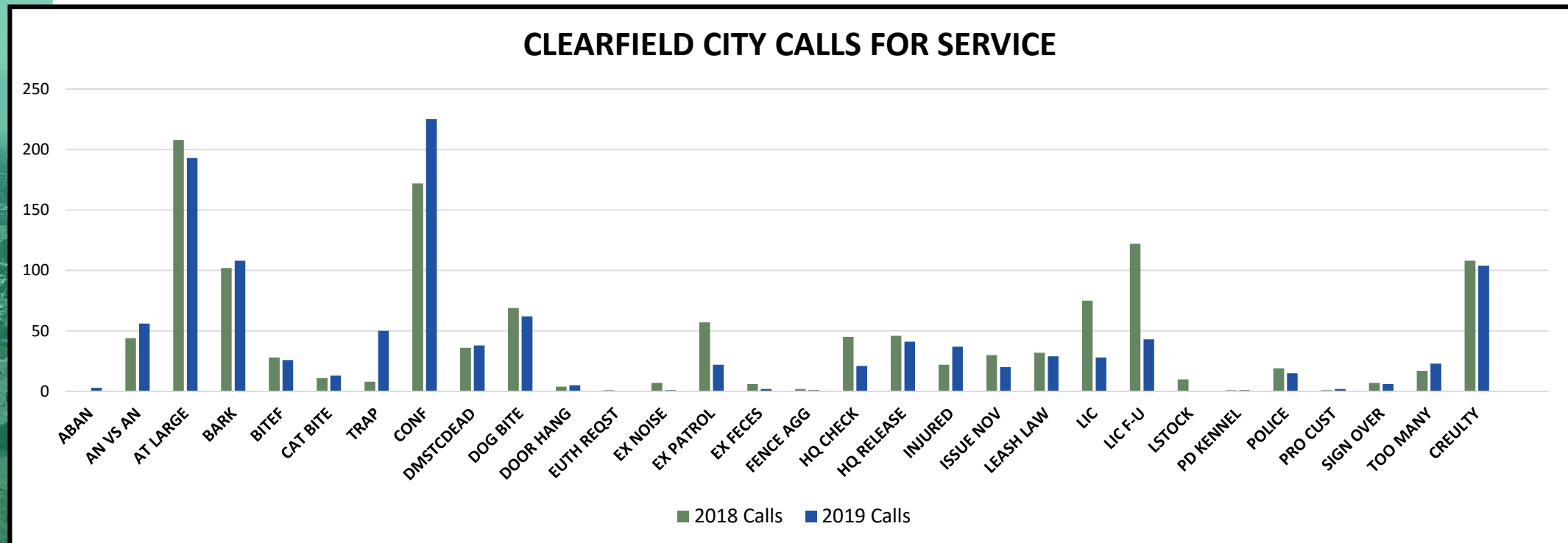


2020 Animal Care & Control Goals

- Continued improvements in efficiencies with a focus on length of stay
- Increasing the general health of the animal population
- Continue increasing the participation of the community by expanding volunteer and foster programs
- Hold a Davis County specific adoption event
- Continue collaboration and planning efforts with the shelter stake holders and cities to build the shelters awareness and role in the community.

Clearfield City Calls for Service

- *Total Calls for Service – 1, 175 (2018 – 1,296 calls)*
- *Total citations 14 (2018 – 15 citations)*



Clearfield City 2020 Obligation

- Clearfield City's 2020 calendar year obligation for service calls - \$137,695.51
 - Clearfield City's 2020 calendar year obligation for wild animal pick up - \$2,472.00
 - Clearfield City's 2020 calendar year obligation for capital projects - \$6,802.03
- TOTAL \$146,969.54

Clearfield City's 2020 calendar year **INCREASES & DECREASES:**

- Operational costs - \$25,360.90
- Wild animal pick up - \$669.50 (DECREASE)
- Capital projects - \$188.42

TOTAL INCREASE \$ 24,879.82

CLEARFIELD CITY RESOLUTION 2020R-03

A RESOLUTION APPROVING THE AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN CLEARFIELD CITY AND DAVIS COUNTY FOR ANIMAL CONTROL SERVICES

WHEREAS, the County provides animal care and control services through Animal Services Davis County; and,

WHEREAS, the City desires animal care and control services from the County to enforce its Animal Control Ordinance; and,

WHEREAS, Clearfield City previously entered into an Interlocal Cooperation Agreement with Davis County for Animal Control Services which sets forth the terms and conditions under which said animal control services will be provided and for the payment of the fees due for such; and,

WHEREAS, Davis County proposed amendments to the amount of compensation being paid by the City for said services; and,

WHEREAS, the Clearfield City Council has reviewed the attached Amendment to the Interlocal Cooperation Agreement and finds that it is beneficial to approve it.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Amendment to the Interlocal Cooperation Agreement is approved and the Mayor is authorized to execute the agreement.

DATED this 10th day of March, 2020.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Adam Favero, Public Works Director
MEETING DATE: March 10, 2020
SUBJECT: Towers at Legend Hills Culinary Water and Storm Water Piping Project

RECOMMENDED ACTION

Approve the bid of the Towers at Legend Hills Culinary Water and Storm Water project to Great Basin Development from Mantua, Utah for the bid amount of \$428,129.00 with contingency and engineering cost of \$86,625.80 for a total price of \$514,754.80 and authorize the Mayors signature on all necessary documents.

DESCRIPTION / BACKGROUND

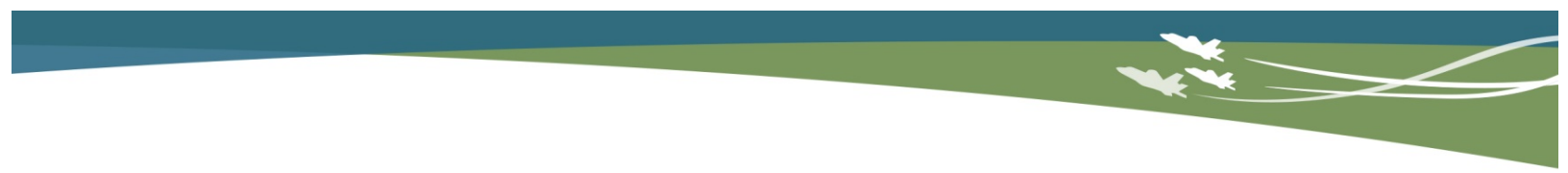
Approximate project location: 1850 East 1400 South

The scope of this project is to make upgrades to the city's Culinary Water System and add additional storm drain lines to the city's Storm Drain System for current and future growth. The project includes upgrading the current 16" culinary water main in the area to an 18" main line, and identified in the city's Culinary Water Capital Facilities Plan as "Project #19 Phase 3 Legend Hills Transmission Waterline." In the Water CFP this project was not scheduled to start until a future date, but due to the new development taking place in the Legend Hills area, the project is now essential. The project also includes installing a new 18" storm drain line. The storm drain line will serve current and future developments in the area.

Due to the timing of all of the development in the Legend Hills area, this project must be broken into two phases, Phase A and B. Phase A has been described above, and Phase B will be the installation of the remaining new storm drain infrastructure. We have been working with the Bravada 193 Development Group to establish what is needed for Phase B and those details will be presented to city council at a later date.

CORRESPONDING POLICY PRIORITY (IES)

Providing Quality Municipal Services



The upgrades and additions to the culinary water and storm drain systems are vital to serve current and future development in the Legend Hills area. This is just one more way we are making Clearfield City a place where people want to be.

FISCAL IMPACT

Bid Results per Division:

Culinary Water Improvements: \$342,576.00

Storm Drain Improvements: \$85,553.00

Current Budgeted Amounts:

- Water: 515110-673001 Project #225 \$352,000.00 budgeted.
- Storm Drain: 535310-673001 Project #225 \$550,000.00 budgeted.

The project is under budget in both divisions. Staff would like to make the city council aware of the limited contingency and engineering funds available (\$9,424.00) in the water fund. Depending on the results of the project, the Finance Department may need to reallocate funds to make up for any unforeseen changes in the project.

SCHEDULE / TIME CONSTRAINTS

The city is coordinating with the developer on this project. The city's goal is to have the utilities installed before the development construction project starts.

The project's estimated completion date is June 20, 2020

LIST OF ATTACHMENTS

- Bid tab letter of recommendation
- Bid results
- Bid tab

13 February 2020

Clearfield City
55 South State Street
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council
Proj: **#225 Towers at Legend Hills Culinary Water & Storm Water Piping**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mark Shepherd and Council Members,

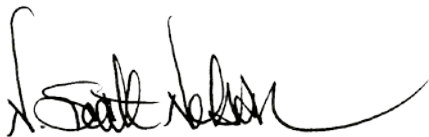
The “Bid Opening” for the above referenced project was conducted this afternoon. The lowest responsible bidder is Great Basin Development of Mantua, Utah.

Enclosed are the “Bid Results” and “Bid Proposal Tabulation”. Great Basin Development’s bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Great Basin Development’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$428,129.00 to Great Basin Development Company.

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

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, P.E.
City Engineer

cc: Adam Favero – Clearfield City Public Works Director

BID RESULTS

#225 Towers at Legend Hills Culinary Water & Storm Water Piping

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

BID DATE: February 11th, 2020
TIME: 3:00 PM

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

BIDDERS NAME	ADDENDUM	BID BOND	BID AMOUNT
Great Basin Development	X		\$428,129.00
Marsh Construction	X		\$436,205.75
Thurgood Excavating	X		\$437,200.00
Leon Poulson Construction	X		\$438,512.50
Brinkerhoff Excavating	X		\$439,122.50
CT Davis Excavation	X		\$439,564.05
Construction Material Recycling	X		\$468,650.00

BID PROPOSAL TABULATION

PROJECT NAME: #225 Towers at Legend Hills Culinary Water & Storm Water Piping

BID DATE: February 11th, 2020

OWNER: Clearfield City

PUBLIC WORKS DIRECTOR: Adam Favero

Bid Item	Description	Quantity	Unit	Great Basin Development 42 South 200 West Mantua, Utah 84324		Marsh Construction 3746 North higley road Farr West, Utah 84404		Thurgood Excavating 2381 West 1200 North Clinton, Utah 84015	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Schedule A: Culinary Water Improvements									
A1.	Mobilization, SWPPP, Bonds & Grubbing.	1.00	ls.	\$27,769.00	\$27,769.00	\$20,000.00	\$20,000.00	\$39,000.00	\$39,000.00
A2.	Furnish and install 8-inch diameter C-900 pvc DR-18 culinary waterline.	75.00	lf.	\$40.00	\$3,000.00	\$65.00	\$4,875.00	\$33.00	\$2,475.00
A3.	Furnish and install 10-inch diameter C-900 pvc DR-18 culinary waterline.	20.00	lf.	\$40.00	\$800.00	\$85.00	\$1,700.00	\$29.00	\$580.00
A4.	Furnish and install 18-inch diameter C-905 pvc DR-18 culinary waterline.	1,925.00	lf.	\$72.00	\$138,600.00	\$80.00	\$154,000.00	\$67.30	\$129,552.50
A5.	Pothole and locate existing waterline along fence.	1.00	ls.	\$2,100.00	\$2,100.00	\$1,200.00	\$1,200.00	\$8,200.00	\$8,200.00
A6.	Waterline connection at Sta 0+15.	1.00	ea.	\$11,584.00	\$11,584.00	\$12,825.00	\$12,825.00	\$12,300.00	\$12,300.00
A7.	Waterline connection at Sta 6+90.	1.00	ea.	\$20,274.00	\$20,274.00	\$22,275.00	\$22,275.00	\$21,400.00	\$21,400.00
A8.	Waterline connection at Sta. 9+02.	1.00	ea.	\$6,464.00	\$6,464.00	\$9,028.00	\$9,028.00	\$7,200.00	\$7,200.00
A9.	Waterline connection at Sta. 12+67.	1.00	ea.	\$6,031.00	\$6,031.00	\$9,845.00	\$9,845.00	\$6,300.00	\$6,300.00
A10.	Waterline connection at Sta. 15+23.	1.00	ea.	\$10,079.00	\$10,079.00	\$8,526.00	\$8,526.00	\$8,175.00	\$8,175.00
A11.	Waterline connection at Sta. 16+05.	1.00	ea.	\$6,028.00	\$6,028.00	\$4,500.00	\$4,500.00	\$6,250.00	\$6,250.00

Bid Item	Description	Quantity	Unit	Great Basin Development 42 South 200 West Mantua, Utah 84324		Marsh Construction 3746 North higley road Farr West, Utah 84404		Thurgood Excavating 2381 West 1200 North Clinton, Utah 84015	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A12.	Waterline connection at Sta. 17+50.	1.00	ea.	\$5,722.00	\$5,722.00	\$9,233.00	\$9,233.00	\$6,125.00	\$6,125.00
A13.	Waterline connection at Sta. 19+54.	1.00	ea.	\$7,136.00	\$7,136.00	\$4,500.00	\$4,500.00	\$6,850.00	\$6,850.00
A14.	Furnish and install fire hydrant.	1.00	ea.	\$6,324.00	\$6,324.00	\$7,000.00	\$7,000.00	\$8,025.00	\$8,025.00
A15.	Furnish and install 8-inch gate valve.	3.00	ea.	\$1,461.00	\$4,383.00	\$1,800.00	\$5,400.00	\$2,325.00	\$6,975.00
A16.	Furnish and install 10-inch gate valve.	1.00	ea.	\$1,950.00	\$1,950.00	\$2,100.00	\$2,100.00	\$3,850.00	\$3,850.00
A17.	Furnish and install 18-inch butterfly valve.	2.00	ea.	\$5,451.00	\$10,902.00	\$4,500.00	\$9,000.00	\$6,350.00	\$12,700.00
A18.	Furnish clean gravel pipe bedding materials.	1,500.00	ton	\$22.00	\$33,000.00	\$20.00	\$30,000.00	\$15.00	\$22,500.00
A19.	Furnish clean import material for trench backfill.	2,000.00	ton	\$15.00	\$30,000.00	\$17.00	\$34,000.00	\$12.50	\$25,000.00
A20.	Remove, disposal, furnish and install concrete curb and gutter.	30.00	lf.	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$52.00	\$1,560.00
A21.	Asphalt and roadbase patching.	60.00	sy.	\$58.00	\$3,480.00	\$60.00	\$3,600.00	\$69.00	\$4,140.00
A22.	Remove and replace fencing.	60.00	lf.	\$12.00	\$720.00	\$75.00	\$4,500.00	\$45.00	\$2,700.00
A23.	Adjust valve box ring and cover to finish grade.	6.00	ea.	\$200.00	\$1,200.00	\$375.00	\$2,250.00	\$500.00	\$3,000.00
A24.	Remove & restore landscaping.	1.00	ls.	\$2,480.00	\$2,480.00	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00
A25.	Install caution buried waterline below markers (2x4 lumber) every 100 linear feet from station 0+00 to Station 20+00.	1.00	ls.	\$1,050.00	\$1,050.00	\$1,200.00	\$1,200.00	\$2,775.00	\$2,775.00
Schedule A: Culinary Water Improvements:					\$342,576.00		\$368,307.00		\$355,632.50
Schedule B: Storm Water Improvements									
B1.	Mobilization, SWPPP, Bonds & Grubbing.	1.00	ls.	\$11,991.00	\$11,991.00	\$5,500.00	\$5,500.00	\$12,245.00	\$12,245.00

Bid Item	Description	Quantity	Unit	Great Basin Development 42 South 200 West Mantua, Utah 84324		Marsh Construction 3746 North higley road Farr West, Utah 84404		Thurgood Excavating 2381 West 1200 North Clinton, Utah 84015	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B2.	Furnish and install 18-inch diamater class III rcp storm water pipe.	765.00	lf.	\$52.00	\$39,780.00	\$30.75	\$23,523.75	\$45.00	\$34,425.00
B3.	Furnish and install 5-foot diameter storm water junction manhole.	4.00	ea.	\$2,548.00	\$10,192.00	\$3,450.00	\$13,800.00	\$2,700.00	\$10,800.00
B4.	Furnish 3/4" diameter clean gravel pipe bedding materials.	520.00	ton	\$22.00	\$11,440.00	\$20.00	\$10,400.00	\$23.00	\$11,960.00
B5.	Furnish clean import material for trench backfill.	775.00	ton	\$15.00	\$11,625.00	\$17.00	\$13,175.00	\$12.50	\$9,687.50
B6.	Install caution buried storm water pipe below markers (2x4 lumber) every 100 linear feet from station 7+68.28 to Station 15+11.	1.00	ls.	\$525.00	\$525.00	\$1,500.00	\$1,500.00	\$2,450.00	\$2,450.00
Schedule B: Storm Water Improvements:					\$85,553.00		\$67,898.75		\$81,567.50
Schedule A: Culinary Water Improvements:					\$342,576.00		\$368,307.00		\$355,632.50
Schedule B: Storm Water Improvements:					\$85,553.00		\$67,898.75		\$81,567.50
Total Bid Proposal Amount:					\$428,129.00		\$436,205.75		\$437,200.00
Surety Company				Westfield Insurance Company		Western National Mutual Insurance Company		Liberty Mutual	
City, State				Westfield Center, Ohio		Edina, Minnesota		Seattle, Washington	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				6509978-5501		376752-5501		359225-5501	

BID PROPOSAL TABULATION

PROJECT NAME: #225 Towers at Legend Hills Culinary Water & Storm Water Piping

BID DATE: February 11th, 2020

OWNER: Clearfield City

PUBLIC WORKS DIRECTOR: Adam Favero

Bid Item	Description	Quantity	Unit	Leon Poulsen Construction 1675 South 1900 West Ogden, Utah 84401		Brinkerhoff Excavating 3738 North Higley Road Ogden, Utah 84404		CT Davis Excavation LLC 1476 North 5900 West Ogden, Utah 84404	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Schedule A: Culinary Water Improvements									
A1.	Mobilization, SWPPP, Bonds & Grubbing.	1.00	ls.	\$35,690.00	\$35,690.00	\$32,000.00	\$32,000.00	\$53,900.00	\$53,900.00
A2.	Furnish and install 8-inch diameter C-900 pvc DR-18 culinary waterline.	75.00	lf.	\$59.00	\$4,425.00	\$28.50	\$2,137.50	\$40.55	\$3,041.25
A3.	Furnish and install 10-inch diameter C-900 pvc DR-18 culinary waterline.	20.00	lf.	\$63.00	\$1,260.00	\$34.25	\$685.00	\$45.85	\$917.00
A4.	Furnish and install 18-inch diameter C-905 pvc DR-18 culinary waterline.	1,925.00	lf.	\$64.00	\$123,200.00	\$58.50	\$112,612.50	\$61.10	\$117,617.50
A5.	Pothole and locate existing waterline along fence.	1.00	ls.	\$895.00	\$895.00	\$9,600.00	\$9,600.00	\$5,000.00	\$5,000.00
A6.	Waterline connection at Sta 0+15.	1.00	ea.	\$19,635.00	\$19,635.00	\$14,200.00	\$14,200.00	\$11,830.00	\$11,830.00
A7.	Waterline connection at Sta 6+90.	1.00	ea.	\$23,510.00	\$23,510.00	\$25,000.00	\$25,000.00	\$21,579.00	\$21,579.00
A8.	Waterline connection at Sta. 9+02.	1.00	ea.	\$10,120.00	\$10,120.00	\$11,700.00	\$11,700.00	\$6,601.00	\$6,601.00
A9.	Waterline connection at Sta. 12+67.	1.00	ea.	\$9,005.00	\$9,005.00	\$11,250.00	\$11,250.00	\$6,224.00	\$6,224.00
A10.	Waterline connection at Sta. 15+23.	1.00	ea.	\$12,115.00	\$12,115.00	\$14,900.00	\$14,900.00	\$11,046.00	\$11,046.00
A11.	Waterline connection at Sta. 16+05.	1.00	ea.	\$8,970.00	\$8,970.00	\$11,650.00	\$11,650.00	\$8,352.00	\$8,352.00

Bid Item	Description	Quantity	Unit	Leon Poulsen Construction 1675 South 1900 West Ogden, Utah 84401		Brinkerhoff Excavating 3738 North Higley Road Ogden, Utah 84404		CT Davis Excavation LLC 1476 North 5900 West Ogden, Utah 84404	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A12.	Waterline connection at Sta. 17+50.	1.00	ea.	\$9,215.00	\$9,215.00	\$10,600.00	\$10,600.00	\$5,324.00	\$5,324.00
A13.	Waterline connection at Sta. 19+54.	1.00	ea.	\$7,500.00	\$7,500.00	\$9,820.00	\$9,820.00	\$7,560.00	\$7,560.00
A14.	Furnish and install fire hydrant.	1.00	ea.	\$8,170.00	\$8,170.00	\$8,700.00	\$8,700.00	\$7,829.00	\$7,829.00
A15.	Furnish and install 8-inch gate valve.	3.00	ea.	\$1,810.00	\$5,430.00	\$1,900.00	\$5,700.00	\$1,477.00	\$4,431.00
A16.	Furnish and install 10-inch gate valve.	1.00	ea.	\$2,765.00	\$2,765.00	\$3,400.00	\$3,400.00	\$2,033.00	\$2,033.00
A17.	Furnish and install 18-inch butterfly valve.	2.00	ea.	\$5,330.00	\$10,660.00	\$5,500.00	\$11,000.00	\$6,237.00	\$12,474.00
A18.	Furnish clean gravel pipe bedding materials.	1,500.00	ton	\$21.00	\$31,500.00	\$23.00	\$34,500.00	\$21.88	\$32,820.00
A19.	Furnish clean import material for trench backfill.	2,000.00	ton	\$14.25	\$28,500.00	\$12.80	\$25,600.00	\$11.36	\$22,720.00
A20.	Remove, disposal, furnish and install concrete curb and gutter.	30.00	lf.	\$68.00	\$2,040.00	\$63.00	\$1,890.00	\$50.00	\$1,500.00
A21.	Asphalt and roadbase patching.	60.00	sy.	\$120.00	\$7,200.00	\$48.50	\$2,910.00	\$55.70	\$3,342.00
A22.	Remove and replace fencing.	60.00	lf.	\$40.00	\$2,400.00	\$16.25	\$975.00	\$30.00	\$1,800.00
A23.	Adjust valve box ring and cover to finish grade.	6.00	ea.	\$325.00	\$1,950.00	\$545.00	\$3,270.00	\$400.00	\$2,400.00
A24.	Remove & restore landscaping.	1.00	ls.	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$3,500.00	\$3,500.00
A25.	Install caution buried waterline below markers (2x4 lumber) every 100 linear feet from station 0+00 to Station 20+00.	1.00	ls.	\$500.00	\$500.00	\$325.00	\$325.00	\$1,000.00	\$1,000.00
Schedule A: Culinary Water Improvements:					\$368,655.00		\$366,125.00		\$354,840.75
Schedule B: Storm Water Improvements									
B1.	Mobilization, SWPPP, Bonds & Grubbing.	1.00	ls.	\$5,000.00	\$5,000.00	\$15,500.00	\$15,500.00	\$23,500.00	\$23,500.00

Bid Item	Description	Quantity	Unit	Leon Poulsen Construction 1675 South 1900 West Ogden, Utah 84401		Brinkerhoff Excavating 3738 North Higley Road Ogden, Utah 84404		CT Davis Excavation LLC 1476 North 5900 West Ogden, Utah 84404	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B2.	Furnish and install 18-inch diameter class III rcp storm water pipe.	765.00	lf.	\$40.75	\$31,173.75	\$37.50	\$28,687.50	\$35.98	\$27,524.70
B3.	Furnish and install 5-foot diameter storm water junction manhole.	4.00	ea.	\$3,400.00	\$13,600.00	\$1,700.00	\$6,800.00	\$3,129.25	\$12,517.00
B4.	Furnish 3/4" diameter clean gravel pipe bedding materials.	520.00	ton	\$17.00	\$8,840.00	\$23.00	\$11,960.00	\$21.88	\$11,377.60
B5.	Furnish clean import material for trench backfill.	775.00	ton	\$14.25	\$11,043.75	\$12.80	\$9,920.00	\$11.36	\$8,804.00
B6.	Install caution buried storm water pipe below markers (2x4 lumber) every 100 linear feet from station 7+68.28 to Station 15+11.	1.00	ls.	\$200.00	\$200.00	\$130.00	\$130.00	\$1,000.00	\$1,000.00
Schedule B: Storm Water Improvements:					\$69,857.50		\$72,997.50		\$84,723.30
Schedule A: Culinary Water Improvements:					\$368,655.00		\$366,125.00		\$354,840.75
Schedule B: Storm Water Improvements:					\$69,857.50		\$72,997.50		\$84,723.30
Total Bid Proposal Amount:					\$438,512.50		\$439,122.50		\$439,564.05
Surety Company				The Gurantee Company of North America USA		The Cincinnati Insurance Company		United Fire & Casualty Company	
City, State				Southfield, MI		Fairfield, Ohio		Cedar Rapids, Iowa	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				244670-5501		324707-5501		10366245-5501	

BID PROPOSAL TABULATION

PROJECT NAME: #225 Towers at Legend Hills Culinary Water & Storm Water Piping

BID DATE: February 11th, 2020

OWNER: Clearfield City

PUBLIC WORKS DIRECTOR: Adam Favero

Bid Item	Description	Quantity	Unit	Construction Material Recycling 50 East 35 North Coalville, Utah 84017	
				Unit Price	Total Amount
Schedule A: Culinary Water Improvements					
A1.	Mobilization, SWPPP, Bonds & Grubbing.	1.00	ls.	\$16,000.00	\$16,000.00
A2.	Furnish and install 8-inch diameter C-900 pvc DR-18 culinary waterline.	75.00	lf.	\$54.50	\$4,087.50
A3.	Furnish and install 10-inch diameter C-900 pvc DR-18 culinary waterline.	20.00	lf.	\$137.00	\$2,740.00
A4.	Furnish and install 18-inch diameter C-905 pvc DR-18 culinary waterline.	1,925.00	lf.	\$66.00	\$127,050.00
A5.	Pothole and locate existing waterline along fence.	1.00	ls.	\$3,200.00	\$3,200.00
A6.	Waterline connection at Sta 0+15.	1.00	ea.	\$13,500.00	\$13,500.00
A7.	Waterline connection at Sta 6+90.	1.00	ea.	\$17,700.00	\$17,700.00
A8.	Waterline connection at Sta. 9+02.	1.00	ea.	\$7,700.00	\$7,700.00
A9.	Waterline connection at Sta. 12+67.	1.00	ea.	\$6,300.00	\$6,300.00
A10.	Waterline connection at Sta. 15+23.	1.00	ea.	\$9,300.00	\$9,300.00
A11.	Waterline connection at Sta. 16+05.	1.00	ea.	\$6,700.00	\$6,700.00

Bid Item	Description	Quantity	Unit	Construction Material Recycling 50 East 35 North Coalville, Utah 84017	
				Unit Price	Total Amount
A12.	Waterline connection at Sta. 17+50.	1.00	ea.	\$8,000.00	\$8,000.00
A13.	Waterline connection at Sta. 19+54.	1.00	ea.	\$4,800.00	\$4,800.00
A14.	Furnish and install fire hydrant.	1.00	ea.	\$8,200.00	\$8,200.00
A15.	Furnish and install 8-inch gate valve.	3.00	ea.	\$2,400.00	\$7,200.00
A16.	Furnish and install 10-inch gate valve.	1.00	ea.	\$3,250.00	\$3,250.00
A17.	Furnish and install 18-inch butterfly valve.	2.00	ea.	\$5,400.00	\$10,800.00
A18.	Furnish clean gravel pipe bedding materials.	1,500.00	ton	\$31.25	\$46,875.00
A19.	Furnish clean import material for trench backfill.	2,000.00	ton	\$20.50	\$41,000.00
A20.	Remove, disposal, furnish and install concrete curb and gutter.	30.00	lf.	\$94.00	\$2,820.00
A21.	Asphalt and roadbase patching.	60.00	sy.	\$93.00	\$5,580.00
A22.	Remove and replace fencing.	60.00	lf.	\$60.00	\$3,600.00
A23.	Adjust valve box ring and cover to finish grade.	6.00	ea.	\$425.00	\$2,550.00
A24.	Remove & restore landscaping.	1.00	ls.	\$2,075.00	\$2,075.00
A25.	Install caution buried waterline below markers (2x4 lumber) every 100 linear feet from station 0+00 to Station 20+00.	1.00	ls.	\$460.00	\$460.00
Schedule A: Culinary Water Improvements:					\$361,487.50
Schedule B: Storm Water Improvements					
B1.	Mobilization, SWPPP, Bonds & Grubbing.	1.00	ls.	\$2,200.00	\$2,200.00

Bid Item	Description	Quantity	Unit	Construction Material Recycling 50 East 35 North Coalville, Utah 84017	
				Unit Price	Total Amount
B2.	Furnish and install 18-inch diameter class III rcp storm water pipe.	765.00	lf.	\$63.00	\$48,195.00
B3.	Furnish and install 5-foot diameter storm water junction manhole.	4.00	ea.	\$5,800.00	\$23,200.00
B4.	Furnish 3/4" diameter clean gravel pipe bedding materials.	520.00	ton	\$33.50	\$17,420.00
B5.	Furnish clean import material for trench backfill.	775.00	ton	\$20.50	\$15,887.50
B6.	Install caution buried storm water pipe below markers (2x4 lumber) every 100 linear feet from station 7+68.28 to Station 15+11.	1.00	ls.	\$260.00	\$260.00
Schedule B: Storm Water Improvements:					\$107,162.50
Schedule A: Culinary Water Improvements:					\$361,487.50
Schedule B: Storm Water Improvements:					\$107,162.50
Total Bid Proposal Amount:				\$468,650.00	
Surety Company City, State Bid Security - Bid Bond Amount Contractor's License Number				One Republic Surety Company Brookfield, WI 5% 5808879-5501	



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Summer Palmer, Assistant City Manager
MEETING DATE: March 10, 2020
SUBJECT: Citywide Fiber Network Partnership Award of Bid

RECOMMENDED ACTION

Approve the award of bid to UIA (UTOPIA)

DESCRIPTION / BACKGROUND

At the direction of council after the January 28th work session, staff has moved forward with contract negotiations with the highest scoring vendor, UIA (Utah Infrastructure Agency), for UTOPIA fiber.

As previously discussed, the following are some financial details to consider from UTOPIA's RFP response:

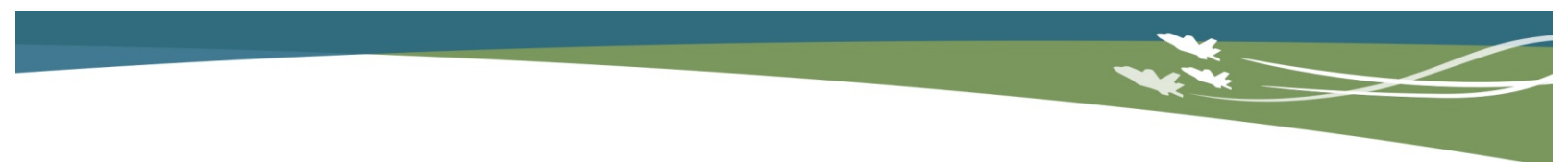
The cost of the completing the buildout of a fiber system in Clearfield City (financed by UIA), is estimated at \$12,719,900. This includes all design, engineering, construction, sales/marketing, and installations for 35% of the addresses in the city. After the 35% of installations, UIA will finance 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
- Monthly Debt Service: \$61,433
- Number of Residential Subscribers needed to cover debt service: 2,048
- Effective take-rate at break-even (assuming only residential subscriptions): 35.4%
- Effective residential take-rate requirement assuming city services payment of \$2000/mo and business blend: 27.7%

In addition to the information presented previously in work session, staff would also like to point out the following:

- The financial quote contained in the RFP (and outlined about) is an estimate based on the number of current residents and number of eligible addresses. Just prior to execution of the contract, UIA will update their estimates to be included in the final contract.

- 
- This UIA bond will pledge our Energy Sales and Use Tax in the amount of \$737k per year for the next 27 years. The 2018 bond also pledged energy tax. Adding the two pledges together, the City will probably not have enough capacity to pledge energy tax to any other bond until the 2018 is expected to be paid off in 2033. The City still has a good amount of capacity to pledge sales tax.

CORRESPONDING POLICY PRIORITY (IES)

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

FISCAL IMPACT

If the take rate drops below the amount outlined in the contract, the City will be obligated to pay up to \$737,200/year for the duration of the 25 year bond. However, 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.

This arrangement will also reduce the City's bonding capacity for the next 27 years.

ALTERNATIVES

Council may choose not to move forward with UTOPIA.

SCHEDULE / TIME CONSTRAINTS

Once the contract has been executed it will take approximately 90 days to work through the bonding process and the buildout of the fiber network project will take a minimum of 18 months.

LIST OF ATTACHMENTS

- UIA Fiber Communications Service and Acquisition Contract

FIBER COMMUNICATIONS SERVICE AND ACQUISITION CONTRACT

Dated as of _____, 2020

between

UTAH INFRASTRUCTURE AGENCY

and

CLEARFIELD CITY, UTAH

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FIBER COMMUNICATIONS SERVICE AND ACQUISITION CONTRACT

This Fiber Communications Service and Acquisition Contract (the “Contract”) is entered into as of _____, 2020 by and between the Utah Infrastructure Agency (“UIA”), an interlocal cooperative and separate legal entity, body politic and corporate and a political subdivision of the State of Utah, organized under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and Clearfield City, Utah (the “City”), a municipal corporation and a political subdivision of the State of Utah (UIA and the City are sometimes referred to individually as a “Party” and collectively as “Parties” herein).

R E C I T A L S

1. Pursuant to Section 10-8-14, Utah Code Annotated 1953, as amended, cities may construct, maintain, and operate telecommunication lines and cable television lines.

2. Pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), cities may exercise and enjoy jointly with other cities any power, privileges or authority exercised or capable of exercise by a city.

3. The Interlocal Act permits cities to make the most efficient use of their power by enabling them to cooperate with other cities on the basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs of development of local communities and will provide the benefit of economy of scale, economic development, and utilization of natural resources for the overall promotion of the general welfare of the State of Utah.

4. Pursuant to the Interlocal Act, certain municipalities organized UIA to provide for the acquisition, construction, and installation of facilities, fiber wires and equipment together with related improvements for the purpose of connecting properties within such municipalities and elsewhere to an advanced fiber optic communications network (the “UIA Network”).

5. UIA is a separate legal entity, body politic and corporate and a political subdivision of the State of Utah regularly created, established, organized and existing under and by virtue of the provisions of the Interlocal Act and of the Constitution of the State of Utah.

6. The City has determined that there is a need within the City to provide Connection Services (as herein defined) to its residents.

7. UIA has determined that it has excess capacity in the UIA Network to provide the Connection Services and desires to offer such excess capacity to the City.

8. The City now desires to cause to be acquired, installed, constructed and completed an advanced fiber optic communications network to serve residents of the City

through the undertaking of the improvements contemplated hereby (as more fully described herein, the “Improvements”) and desires further that UIA shall acquire and install said Improvements and to pledge to UIA and remit to the hereinafter defined Trustee an amount of its Energy Sales and Use Tax Revenues (as hereinafter defined) to accomplish the objectives set forth herein.

9. The Improvements will be owned by UIA (as more particularly described herein, the “UIA-Owned Improvements”).

10. It is the intention of the Parties that the Improvements to provide the Connection Services be operated and managed for the mutual benefit of the Parties and that the City will pay or cause to be paid fees to UIA calculated in accordance with Section III.1 of this Contract. The amounts paid by the City hereunder do not constitute a purchase of any assets or facilities owned by UIA, and are made solely in consideration for the Connections Services provided by UIA to the City.

11. The Connections Services provided under this Contract are not Cable Television Services or Public Telecommunications Services as defined in the Municipal Cable Television or Public Telecommunications Services Act, Title 10, Chapter 18, Utah Code Annotated 1953, as amended (the “Telecommunications Act”).

AGREEMENT

In consideration of the acquisition and installation of the Improvements and the Connection Services herein provided, the benefit the City shall receive from such activities and the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I DEFINITIONS

In addition to the defined terms defined in the recitals and elsewhere in this Contract, the following terms, whether in the singular or in the plural, when used herein and in the exhibits hereto, shall have the meanings set forth below:

“Aggregation Site(s)” means the real property or easement on real property on which the Clearfield City Fiber Hut(s) will be located.

“Agreed Upon End Users” means the number of End Users to be provided services pursuant to this Contract to satisfy the City’s obligation to meet the UIA Revenue Requirement, which shall be 2,048 End Users. UIA estimates that the Agreed Upon End Users are expected to produce approximately \$737,200 of Revenues annually.

“Capital Costs” means (a) the payment of any obligations incurred by UIA to finance or refinance the costs of the Improvements, and (b) amounts required to be deposited from time to time into required reserves established in connection with any financing referenced in (a) above.

“City” means Clearfield City, Utah.

“City Fees” means fees paid by the City to UIA for the provision of Connection Services to City owned facilities or resources at the Product Catalog wholesale rates of UIA pursuant to Section 3.19 below.

“City Fiber Hut(s)” means the shelter(s), electronics, switches, routers, fiber terminations, conduits, cables, racking, generator, UPS units, cooling systems, and other support systems to support the Mainline System, Interconnect(s), and other future potential interconnects located on the Aggregation Site.

“City Network” means fiber optic lines, connection lines and related improvements acquired and constructed by UIA together with the acquisition by UIA of access rights and capacity in the UIA Network and UTOPIA Network and access rights and capacity in other networks within the City or for the benefit of the City.

“Communications Enterprise” means the enterprise established by the City pursuant to the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended, to facilitate the providing of high speed communications services through the City Network to new End Users within the City pursuant to this Contract.

“Connection Services” means the wholesale services provided by UIA to the City pursuant to this Contract whereby End Users within the City have access to the Improvements through which they may contract with private providers to receive the Cable Television Services and Public Telecommunication Services (as those terms are defined in the Telecommunications Act) provided through the City Network. The term Connection Services includes Connection Services Capacity and is more particularly described in Exhibit A attached hereto and incorporated herein.

“Connection Services Capacity” means the access rights to and capacity in the City Network.

“Contract” means this Fiber Communications Service and Acquisition Contract dated as of _____, 2020, as it may be amended from time to time in accordance with Section V.15 herein.

“End Users” means those residential end users to be provided services pursuant to this Contract.

“Energy Sales and Use Tax Revenues” means all energy sales and use tax revenues received by the City pursuant to Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended, in an amount up to \$737,200 annually.

“Fiscal Year” means a period commencing on July 1 and ending on the next succeeding June 30.

“Hook-up Lease Revenues” means the revenues that are generated pursuant to the Hook-up Leases.

“Hook-up Leases” means any and all agreements between the City or UIA and each End User that allows such End User to connect to the City Network.

“Improvements” means those facilities, improvements, and access, lease, use and/or capacity rights acquired, constructed, and/or installed, operated and maintained by UIA within the City or specifically undertaken for the benefit of the City to provide Connection Services to and within the City to the End Users pursuant to this Contract, as more fully described in Exhibit A attached hereto, and incorporated herein.

“Indenture” means that certain General Indenture of Trust dated as of [_____], 2020 between UIA and the Trustee.

“Interconnect” means the fiber route(s) between the UTOPIA Network backbone and the connection point to the Mainline System.

“Mainline System” means all of the newly installed fiber, conduits, handholes restorations and other materials along the roads and within the City limits as depicted in Exhibit C hereto.

“Non-residential Fees” means fees paid to UIA by non-residential customers on the City Network. Non-residential customers will not be required to enter into a Hook-up Lease. Non-residential Fees do not include fees paid to UIA by non-residential customers located within the boundaries of the City that have connected to the UIA Network prior to the date of full execution of this Contract.

“Operating Contingency” means an unplanned event or circumstance, a series of events or circumstances, or any restriction or condition imposed by any governmental authority which reduces and materially adversely affects access to the Improvements.

“Original Term” has the meaning ascribed to such term in Section V.16 hereof.

“Revenues” means the Service Fees, City Fees, and the Hook-up Lease Revenues generated from services through the City Network to End Users within the City pursuant to this Contract.

“Service Fees” means all fees (other than fees relating to the Hook-up Leases) that may be charged by or on behalf of the City to the End Users of the Improvements. The Service Fees of the City shall be payable to UIA in consideration for the Connection Services provided by UIA to the City pursuant to this Contract. The Service Fees shall be calculated and paid pursuant to Article III of this Contract. Service Fees do not include any Hook-up Lease Revenues.

“Trustee” means the entity serving as trustee under the Indenture.

“UIA” means the Utah Infrastructure Agency, a separate legal entity, body, politic and corporate and a political subdivision of the State of Utah, created pursuant to the Interlocal Act.

“UIA Network” means fiber optic lines, connection lines and related improvements and facilities acquired, constructed and owned by UIA, including all access rights and capacity in the UTOPIA Network and access rights and capacity in other networks.

“UIA-Owned Improvements” means the City Fiber Hut(s), Interconnect(s), conduits, fiber cables, enclosures, and electronics constructed within the City under the terms of this Contract.

“UIA Revenue Requirement” means the sum of all Capital Costs of UIA relating to the Improvements during each Fiscal Year or other applicable period. The annual UIA Revenue Requirement is not expected to exceed \$737,200.

“Uncontrollable Forces” means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbances, labor disturbance, sabotage, and restraint by court or public authority.

“UTOPIA” means the Utah Telecommunication Open Infrastructure Agency, a separate legal entity, body, politic and corporate and a political subdivision of the State of Utah, created pursuant to the Interlocal Act.

“UTOPIA Network” means UTOPIA’s wholesale telecommunications network, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said network.

“UTOPIA Product Catalog” means the catalog of products and services maintained by UIA.

ARTICLE II CONNECTION SERVICES AND ACQUISITION OF IMPROVEMENTS

Section II.1 Connection Services. UIA shall provide to and within the City and the City shall receive from UIA, Connection Services, including Connection Services Capacity, sufficient to allow not less than the Agreed Upon End Users benefitting from the Improvements within the City to connect to the City Network.

Section II.2 Availability. UIA shall provide continuous Connection Services barring only emergency or scheduled downtime, curtailments, and Operating Contingencies.

Section II.3 Acquisition, Date of Commencement and Substantial Completion.

(a) UIA shall undertake and perform all of the work associated with the acquisition, installation, construction and completion of the Improvements. The date of commencement of the work relating to the Improvements shall be the date of full execution and delivery of this Contract or if provision is made for a later date to be fixed in a notice to proceed issued by the City, that fixed date.

(b) The City shall provide a parcel of real property or an easement to a parcel of real property to site each of the required Aggregation Sites, and all required City Fiber Huts, within 30 days from the date of commencement.

(c) The City shall provide UIA the perpetual right to use all telecommunications conduit that is owned by the City. UIA’s use of any telecommunications conduit owned by the City shall not unreasonably interfere with the existing use of the telecommunications conduit by the City or any other entity as of the date of full execution and delivery of this Contract. UIA will have the right to re-locate, terminate, enclose, or repair the telecommunications conduit to accommodate the installation and maintenance of the City Network.

(d) UIA shall achieve substantial completion of the Improvements, which will allow at least 90% of the End Users within the area depicted on Exhibit C to sign up and schedule installation for services under UIA’s typical process and timeframes, not later than 3 years from the date of commencement.

(e) UIA agrees to construct extensions of the City Network into areas annexed by the City after the execution of this Contract whenever at least 50% of such extension may be completed through open trench opportunities or conduit placed by developer. UIA may evaluate and construct extensions of the City Network under other conditions as UIA deems feasible in its sole discretion.

Section II.4 Price of Improvements. The City and UIA agree that the Guaranteed Maximum Price (the “GMP” or the “Contract Sum”) for the Contract will be Twelve Million Seven Hundred Twenty Thousand Dollars (\$12,720,000) (broken out as follows: Nine Hundred Sixty-four Thousand Dollars (\$964,000.00) for the Interconnect; Nine Million Two Hundred Seventeen Thousand Dollars (\$9,217,000.00) for the Mainline System, including the City Fiber Hut(s); Two Million Three Hundred Seventy-three Thousand Dollars (\$2,373,000.00) for installations; and One Hundred Sixty-six Thousand Dollars (\$166,000.00) for electronics. This GMP is based on the acquisition, installation, construction and completion of the Improvements more particularly set forth in Exhibit B hereto.

Section II.5 Cost Overruns. UIA shall be solely responsible for the acquisition, installation, construction and completion of the Improvements and Connection Services and shall also be responsible for any cost overruns above and beyond the GMP set forth in Section II.4 hereof.

Section II.6 Residential Installations. UIA will perform residential installations to subscribed locations within the City Network as part of the Hookup Lease entered into with an End User. Installations include the typical signup process available through UIA’s online ordering system, scheduling, materials and labor for the placement of drop conduit, fiber cable, splicing, indoor fiber termination electronics, and a single Cat5e installation to the subscriber’s router. Only a standard UIA installation based on a lowest-cost-path is included. Alternative routes, cable fishing, or subscriber preferences that increase the expense of UIA’s standard installation may be negotiated with UIA or a UIA approved contractor on a case-by-case basis at the subscriber’s expense.

Section II.7 Non-Residential Installations. Non-residential customers are not End Users, and UIA will perform non-residential (i.e. business) installations at its own expense based on the terms of the then-current UTOPIA Product Catalog.

Section II.8 Acceptance. UIA will provide as-built drawings, inspection reports, and test documentation of the completed Improvements.

Section II.9 Repair. UIA will be responsible for repairing or replacing any conduit, fiber, or system electronics that become damaged or defective from normal wear and use of City Network assets. In the event that another party is responsible for the damage, including but not limited to traffic accidents, construction, and relocations, UIA will pursue compensation from the responsible party. In the event that repair/replacement costs are not recoverable from a third party, including but not limited to vandalism, natural disaster, acts of God, or inability to identify responsible party, UIA will be responsible for

costs associated with the electronics replacement and the City will be responsible for reimbursing UIA for expenses for other repair costs.

Section II.10 Electronics Maintenance. UIA is responsible for maintaining the electronics of the City Network, including aggregation switches, subscriber demarcation devices, and transceivers.

UIA is responsible for maintaining the support systems including cabinet, battery backup systems, generator, transfer switches, and air conditioners.

UIA will perform regular maintenance on the electronics and support systems including configuration updates, code updates, firmware updates, cleanings (as necessary), refueling, battery replacement, and other tasks needed to keep the City Network in working condition.

Section II.11 Electronics Replacement. UIA agrees to keep the electronics components of the City Network current with industry standards and competitive options. UIA commits that all electronics components of the City Network are new or like-new condition and meet current standards at the time of installation. All electronics components of the City Network will support 1 Gbps speeds throughout the City Network. The City Network will also be designed so that 10 Gbps service can be available anywhere within the City Network with only a change of electronic interfaces so that the option to upgrade to 10 Gbps service is available anywhere in the City.

During the term of this Contract, UIA agrees to upgrade or replace at its own expense the electronics components of the City Network as necessary to support the same product availability as is generally available in other UIA member or partner cities.

Section II.12 Utility Locating. UIA will provide utility locating services directly or via sub-contractor for the City Network through the duration of this Contract.

Section II.13 Ownership of Improvements. It is agreed and understood that all real and personal property constituting the UIA-Owned Improvements shall be owned by UIA.

ARTICLE III

PAYMENT FOR CONNECTION SERVICES; DISTRIBUTION OF REVENUES

Section III.1 Determination of Payment/Revenue Distribution.

(a) In consideration for all of the services provided by UIA hereunder, the City agrees to pay or have paid an amount to UIA equal to the UIA Revenue Requirement.

(b) In consideration for the providing of Connection Services by UIA, the City shall pay or have paid to UIA or its successor or assigns for each Fiscal Year, if then due and owing, all of the Revenues received for such services during said Fiscal Year, to be paid and remitted to UIA or its successor or assigns on a monthly basis in accordance with Section III.3. Subject to Section III.2(b) hereof, such Revenues are anticipated to commence when the City is provided with Connection Services related to the Improvements and when one or more Agreed Upon End Users have been charged for Hookup Leases or Service Fees. The City or UIA on behalf of the City shall charge or caused to be charged to all End Users Hookup Leases and Service Fees and shall remit or UIA on behalf of the City shall collect and remit all Revenues to UIA on a monthly basis and in accordance with Section V.12 hereof.

(c) Upon receipt of the City Fees, UIA will apply the City Fees toward the payment of the UIA Revenue Requirement.

(d) UIA shall on behalf of the City, impose and collect fees and charges for the Hook-up Leases and will apply such Hook-up Lease Revenues toward the payment of the UIA Revenue Requirement.

(e) Upon receipt of the Non-residential Fees, UIA will apply 50% of the Non-Residential Fees toward the payment of the UIA Revenue Requirement.

(f) Upon termination of this Contract in accordance with Section V.16 hereof, all Revenues will become revenues of and belong to UIA.

Section III.2 Obligation is Absolute.

(a) The City hereby pledges the Revenues, Energy Sales and Use Tax Revenues and grants a security interest in and a first irrevocable lien on the Revenues and the Energy Sales and Use Tax Revenues as security for payment of the UIA Revenue Requirement and the City hereby agrees to apply the Revenues and the Energy Sales and Use Tax Revenues as payment for the UIA Revenue Requirement.

(b) Subject to the provisions of Section III.3 hereof limiting the sources of payment hereunder, the City's payment obligations hereunder to UIA for Connection Services and other services hereunder and related to the Improvements pursuant to this Article III shall be irrevocable, absolute and unconditional and shall not be subject to any reduction, whether by defense, recoupment, counterclaim, set off, termination, or offset or otherwise, and shall not be conditioned upon the construction, performance or non-performance of the Improvements by UIA, the remedy for non-performance being limited to mandamus, specific performance or equitable remedy. Notwithstanding the foregoing, it is not intended that the City by this Contract assume any obligation or liability as a guarantor, endorser, surety, or otherwise with respect to any obligations incurred by UIA with respect to the Improvements.

Section III.3 Special Limited Obligation. The City agrees to pay the Revenues due to UIA for Connection Services and other services hereunder related to the Improvements in monthly installments. Subject to Section III.5 herein, the City's obligations to make monthly payments pursuant to this Section 3.3 shall constitute an obligation payable solely from Revenues. In no event shall the obligations of the City hereunder be construed as a general obligation or indebtedness of the City within the meaning of any constitutional or statutory limitation or provision or payable from ad valorem property taxes of the City. The Parties acknowledge and agree that such payments shall be made out of the enterprise fund established with respect to the City's Communications Enterprise. Each monthly installment shall be due and payable by the City to UIA not later than the fifteenth day of the next succeeding month. A final accounting of all transactions between UIA and the City in each Fiscal Year shall be rendered to the City by UIA on or before the 90th day of the succeeding Fiscal Year. The final accounting shall specify the amount, if any, which the City must pay to UIA to reconcile total monthly payments with actual amounts due UIA with Revenues indicated by an underpayment or overpayment to be made by the City or UIA respectively, which amount shall be payable to UIA no later than 30 days after the receipt of the final accounting.

Section III.4 Default in Payment. If the Revenues are not paid in full on or before the close of business on the fifteenth day of the month in which said Revenues are due, an interest charge will be made at the rate of ten percent (10%) per annum or the maximum rate of interest legally chargeable, whichever is less. If all or a portion of the Revenues remain unpaid subsequent to the fifteenth day of the month in which the Revenues are due, UIA may, upon giving thirty (30) days' advance written notice calculated from the date of receipt of such notice by the City, discontinue Connection Services and other services hereunder to the City unless, and may refuse to resume said services to said City until, the delinquent installment has been paid. From and after the effective date of such notice, UIA may, in its sole discretion, not provide Connection Services or other services hereunder to the City. Any interruption of service under this Section 3.4 will not limit the obligations of the City under Section 3.5.

Section III.5 Use of Energy Sales and Use Tax Revenues.

(a) In the event and to the extent there shall be a shortfall in the amounts identified in Section 3.1(c)-(e) (a "Shortfall"), such that UIA shall not have sufficient moneys from the amounts identified in Section 3.1(c)-(e) to pay the UIA Revenue Requirement when due, and if UIA shall for any reason fail to cure such Shortfall on behalf of the City, the City hereby pledges and agrees to advance to UIA its Energy Sales and Use Tax Revenues by remitting such Energy Sales and Use Tax Revenues to the Trustee to cure such Shortfall.

(b) On or prior to each January 1 and July 1 commencing July 1, 2020, UIA shall determine:

(i) the UIA Revenue Requirement due on the next succeeding March 15 or September 15, as applicable, and

(ii) the amount of Revenues UIA reasonably believes will be available for payment of the UIA Revenue Requirement on said March 15 or September 15. In addition, UIA shall inform the Trustee and the City of any Shortfall and shall, on or prior to each January 15 or July 15 as applicable, submit a request to the City to remit to the Trustee, Energy Sales and Use Tax Revenues equal to the Shortfall described and calculated in accordance with the provision set forth above. The City agrees to pay the Shortfall to the Trustee no later than the next succeeding March 15 or September 15, as applicable. UIA covenants to take such other action as it lawfully may take to assure that the City remits to the Trustee from Energy Sales and Use Tax Revenues any Shortfall pursuant to this Contract.

(c) If for any reason UIA or the City fails to comply with their obligations under Section III.5(b) of this Contract, the Trustee pursuant to Section 5.2(b) of the Indenture will, at any time during which a Shortfall exists, submit a request to the City to remit the Energy Sales and Use Tax Revenues equal to the Shortfall described and calculated in accordance with the provision set forth above. The City agrees to pay the Shortfall to the Trustee no later than the next succeeding March 15 or September 15, as applicable.

(d) The City may create or incur additional debt or other obligations secured by Energy Sales and Use tax revenues on a parity with the pledge created pursuant to this Section 3.5 so long as the Energy Sales and Use tax revenues generated during the Fiscal Year immediately preceding the Fiscal Year in which the additional parity debt or obligation is to be issued or incurred, as appropriate, are not less than 150% of the maximum annual debt service in any given Fiscal Year on the sum of (i) the debt service on the additional parity debt or obligation plus (ii) debt service on any debt or other parity obligation previously issued or incurred by or for the benefit of the City and payable from or secured by Energy Sales and Use tax revenues, as appropriate, and outstanding plus (iii) the debt service on any bonds or other parity obligations issued by UIA and payable from amounts paid or received under this Contract, tested for the period of such additional debt or other parity obligation.

(e) All Energy Sales and Use Tax Revenues paid by the City to the Trustee or UIA or its designee pursuant to this Section III.5 shall constitute a loan by the City to UIA which shall be paid by UIA at the time and in the manner as provided in the form of a promissory note attached hereto as Exhibit D from future revenues of UIA. The City shall be entitled to interest on each loan advance from the date said advance is made by the City to the Trustee or UIA or its designee, at the per annum rate equal to the rate of return at the Utah Public Treasurer's Investment Fund in effect at the time of execution and delivery of the promissory note, unless by agreement of the City and UIA a lesser interest rate is set forth in the executed promissory note for said loan. The City acknowledges that the loan obligation incurred by UIA herein shall be repaid only from Revenues generated from the City Network and shall be subordinate and junior to UIA's other payment

obligations. Payment obligations represented by a promissory note shall survive termination of this Contract until paid in full or otherwise extinguished.

(f) During the term of this Contract, the City covenants that it will not, unless directed to do so by the State of Utah or a court of competent jurisdiction, reduce the rate of the tax from which it derives Energy Sales and Use Tax Revenues.

Section III.6 Succession Proceedings. UIA or its designee shall have the right from time to time to begin and maintain successive proceedings against the City for the recovery of all Revenues or Shortfalls required to be made under this Contract by the City and to recover the same upon the liability of the City herein provided. Nothing herein contained shall be deemed to require UIA to defer commencement of any such proceeding until the end of the term of this Contract.

Section III.7 Remedies. UIA or its designee may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable by the City hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under the provisions of this Contract. Such action may include, but is not limited to, suspension or termination of services to the City for City purposes. The City may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of UIA under the provisions of this Contract.

Section III.8 No Exclusive Remedy. No right or remedy herein conferred upon or reserved to UIA or its designee or the City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of UIA or its designee or the City to insist at any time upon the strict observance or performance by the other parties to this Contract of any of the provisions of this Contract, or to exercise any right or remedy provided for in this Contract, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof for the future. Receipt by the Trustee, UIA or its designee of any payments required to be made under this Contract with knowledge of the breach of any provisions of this Contract, shall not be deemed a waiver of such breach. In addition to all other remedies provided in this Contract, UIA or its designee or the City shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions of this Contract, or to a decree concerning performance of any of the provisions of this Contract, or to any other remedy legally allowed. If any proceeding shall be brought for the enforcement of any right or remedy provided for in this Contract in which it shall be determined that the City shall have failed and continued to fail to make a payment of Fees due under this Contract at the time of commencement thereof, the City shall pay UIA or its designee all expenses incurred in connection therewith including, without limitation, reasonable attorneys' fees and expenses. In like manner, if it should become necessary for the City to bring legal proceedings against UIA or its designee to enforce any right given it hereunder, the City shall have the right, if it is successful in such

proceedings, to the payment by UIA of all expenses incurred in connection therewith including, without limitation, reasonable attorneys' fees, and expenses.

Section III.9 Right of Designee to Exercise Remedies. At any time UIA or its designee is entitled to enforce any of the rights or remedies provided for in this Contract, the designee may proceed, either in its own name and as trustee of any express trust or otherwise, to protect and enforce its rights and those of UIA under this Contract, whether or not UIA shall have complied with any of the provisions hereof or proceeded to take any action authorized or permitted under applicable law. Such rights and remedies as are given UIA hereunder shall also extend to its designee and the designee shall be entitled to the benefit of all covenants and agreements in this Contract contained.

Section III.10 City not Obligated for UIA Debt. All obligations of UIA are payable solely by UIA and are not a debt or other obligation of the City; *provided however*, that nothing in this Section 3.10 shall be construed as limiting the City's obligations under Section 3.5 of this Contract.

Section III.11 Billing and Collection by UIA. For purposes of expediency and efficiency, UIA will provide billing and collection services for Connection Services and Hook-up Leases to the End Users on behalf of the City. Revenues received by UIA from such activities are properly allocable and will be allocated to UIA as provided in this Contract.

Section III.12 Disposition at Termination. After this Contract has expired in accordance with its terms, unless otherwise agreed to by the Parties, all Revenues shall belong solely to UIA, less payments due to the City under any Promissory Note or other obligation arising out of this Contract.

Section III.13 Exclusive Use. UIA will have exclusive use of the City Network for purposes of providing services directly or in partnership with service providers approved by UIA to subscribers of the City Network. Third parties may only utilize the system in partnership with UIA.

Section III.14 System Capacity.

(a) UIA has determined that it has excess capacity in the UIA Network to provide the Connection Services and that it will make such capacity available to the City.

(b) UIA agrees to provide a minimum of 20 Gbps of network capacity to the City Fiber Hut(s) upon acceptance of the completion of the City Fiber Hut(s). UIA agrees to maintain at least 30% headroom of unused capacity to the Aggregation Site and will at its own expense monitor and upgrade the capacity to the Aggregation Site of the City Network if it exceeds 70% utilization based on a 95%/5min interval monthly calculation.

Section III.15 Service Providers. UIA will make the City Network available to all of its contracted service providers under the same terms and conditions as other cities in Davis County. Such service providers are not obligated to provide services within the City.

Section III.16 Network Operations Center (NOC) Services. UIA agrees to provide monitoring of the City Network on a 24/7 basis from its NOC. This includes device monitoring, outage notifications, configuration of devices, diagnostics, repair dispatch, and other services as generally provided by the NOC.

Section III.17 Network Engineering Services. UIA will maintain the configurations, code, and design of the City Network to ensure that it meets the needs of the City Network. Additionally, UIA agrees to provide network design services to the City for the purposes of interconnecting the City.

Section III.18 Field Technician Services. Field technician services will be provided by UIA during the term of this Contract. Such services include dispatch and resolution services.

Section III.19 City Connections. The City is entitled to receive services from UIA at the Product Catalog wholesale rates of UIA.

Section III.20 Customer Service. UIA staffs a customer service call center for sales, information, and other miscellaneous issues. For outages, technical support, and billing issues, subscribers are generally expected to call their contracted service provider. In the event a service provider determines the issue is related to problems with the City Network and not the service provider or in-home equipment, then the service provider may refer the issue to UIA.

Section III.21 Technical Support. UIA is responsible for providing technical support for the connection up to the demarcation switch in each home or business. Technical support for customer routers, in-home wiring, computers, and in-home Wifi is not service that UIA provides. Such services are generally expected to be handled by the subscriber's contracted service provider based on their terms of service.

Section III.22 IT Systems. UIA will be responsible for incremental costs for software licensing expenses incurred for managing the City Network including device monitoring, billing software, configuration management, and automated provisioning systems.

Section III.23 Geographic Information System (GIS). UIA will be responsible for maintaining GIS data for the City Network, including the costs for any software licensing, hardware, and data archival expenses.

ARTICLE IV

APPROVAL AND PUBLICATION REQUIREMENTS

Section IV.1 Submission to Authorized Attorney. This Contract shall constitute an agreement for joint and cooperative action pursuant to the Interlocal Act. In accordance with the requirements of Section 11-13-202.5 of the Interlocal Act, as amended, this Contract shall be submitted for approval to the governing bodies of UIA and the City and to an authorized attorney for UIA and for the City who shall approve this Contract if such attorney determines that it is in proper form and compatible with the laws of the State of Utah.

Section IV.2 Publication. In accordance with the requirements of Section 11-13-219 of the Interlocal Act, as amended, the governing body of UIA shall provide for the publication of the resolution adopted by it pursuant to the requirements of Section 11-13-202 of the Interlocal Act, as amended, in the official newspaper or the newspaper published within its boundaries, or if no newspaper is so published, then in a newspaper having general circulation therein.

ARTICLE V

GENERAL PROVISIONS

Section V.1 Acquisition and Construction of the Improvements. UIA represents that it will acquire or cause to be acquired all permits, licenses, rights and privileges, structures, equipment, and facilities with respect to the acquisition and construction of the Improvements necessary for the performance by UIA of this Contract. UIA shall maintain and defend such permits, licenses, and rights and privileges and shall not voluntarily permit any change therein that would result in impairment of the performance by UIA of its obligation under this Contract.

Section V.2 Risk of Loss. Each Party is solely responsible for the risk of loss of, or damage to, equipment of that Party (regardless of where located), unless the loss or damage results from the negligence or fault of the other Party.

Section V.3 Several Obligations. Except where specifically stated in this Contract to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Contract shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Contract and shall not be liable for any obligation of the other.

Section V.4 Liability Dedication. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Contract.

Section V.5 Books and Records. UIA agrees that it shall maintain separate bank accounts, books and records relating to the Improvements and that proper and equitable allocations of revenues and expenses will be made with respect to the operations of the Improvements. The City shall receive from UIA a monthly statement on the accounting and disposition of Hook-up Leases and City Fees. Also, UIA shall submit to the City such supporting data with respect to all annual budgets and yearly accounting reconciliations as are reasonably necessary to enable the City to effect proper accounting therefor. All bank records, books of account and accounting records of UIA relating to this Contract shall be available for inspection and utilization by a duly authorized officer or designee of the City at all reasonable times. UIA shall cause such books of account of the Improvements to be audited annually by independent public accountants experienced in utility accounting. A copy of each such annual audit, including any recommendations of the accountants with respect thereto, shall be promptly made available by UIA to the City.

Section V.6 Relationship to Other Instruments. It is recognized that UIA must comply with all licenses, permits and regulatory approvals necessary for the ownership, acquisition, construction and operation of the Improvements, and it is, therefore, agreed that this Contract is made subject to the terms and provisions of such licenses, permits and regulatory approvals, except that the City shall not be bound by any term or provision of any license, permit, or regulatory approval, which may contradict or vary the terms hereof unless it expressly consents in writing to be so bound. The City agrees that it will not revise or amend its fees charged to End Users under its Communications Enterprise in any manner that would adversely affect the priority of or the security for the payments to be made thereunder to UIA without the mutual consent of the Parties.

Section V.7 Liabilities. The City, its officers, designees, and employees, or any of them, shall not be liable for any claims, demands, costs, losses, causes of action, damages or liability of whatsoever kind or nature arising out of or resulting from the ownership, acquisition, construction and operation by UIA of the Improvements. UIA, its officers, designees, and employees, or any of them, shall not be liable for any claims, demands, costs, losses, causes of action, damages or liability of whatsoever kind or nature arising out of or resulting from the performance by the City under this Contract.

Section V.8 Assignment. Except for security purposes in connection with any obligations incurred by UIA, neither this Contract nor any part hereof shall be assigned by any Party without prior written consent of the other.

Section V.9 Furnishing Service to Others. UIA, by entering into this Contract, does not hold itself out to provide the Improvements or similar service to any other person or entity.

Section V.10 Uncontrollable Forces. No Party shall be considered to be in default in respect to any obligation hereunder, other than under Article III, if prevented from fulfilling such obligation by reason of an Uncontrollable Force. If a Party is rendered unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such inability with all reasonable dispatch and shall keep the other Parties fully informed of changes and conditions as far in advance as possible.

Section V.11 Communications Enterprise. The City will operate and maintain, or cause to be operated and maintained, its Communications Enterprise in good operating order and will fix, charge, and collect rates, fees, and charges in accordance with Section V.12 herein.

Section V.12 Imposition and Collection of Fees. The City has previously established or will establish a Communications Enterprise and hereby represents that it charges or causes to be charged on its behalf all End Users within the City through its Communications Enterprise monthly fees for each connection to the City Network in consideration for the Connection Services and other communications services provided by the City. The City shall establish or cause to be established such enforcement procedures as may be necessary to collect such fees. Said fees, when collected, shall be used by the City to pay its obligations under this Contract.

Section V.13 Cable Television Services and Public Telecommunications Services. The Parties hereto acknowledge and represent that neither party, by entering into this Contract, shall provide or be required to provide Cable Television Services or Public Telecommunications Services as defined in the Telecommunications Act, nor is either party capable of providing said services. Furthermore, the Parties hereby acknowledge and represent that to the best of their knowledge, the City is paying for the full cost of providing the Connection Services or other services received by it pursuant to this Contract.

Section V.14 Entire Agreement. This Contract constitutes the entire agreement among the Parties with respect to the subject matter hereof. No change, variation, termination, or attempted waiver of any of the provisions of this Contract shall be binding on the Parties unless executed in writing by the other Party. This Contract shall not be modified, supplemented, or otherwise affected by course of dealing.

Section V.15 Amendments. This Contract shall not be amended, modified, or otherwise altered in any manner without the consent of the parties hereto, which consent shall not be unreasonably withheld; provided however, that Section III.5, Section V.16, Section 5.18, and Section V.19 hereof shall not be amended until such time that any obligations issued by UIA and payable from amounts paid or received hereunder shall have been retired in accordance with their terms.

Section V.16 Effective Date and Original Term; Termination. This Contract shall be effective as of the date hereof and shall continue in effect until October 15, 2046 (the "Original Term"), or such later time when any obligations issued by UIA and payable from amounts hereunder shall have been retired in accordance with their terms.

Section V.17 Notice. Any notice, demand, or request provided for in this Contract shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

UIA: UTOPIA

Clearfield City

5858 South 900 East
Murray, UT 84121
Attn: Chief Executive Officer

Attn:

—

The Parties may, at any time, by notice to the other designate different or additional persons or different addresses for the giving of notice hereunder.

Section V.18 Third-Party Beneficiaries. The terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns, including the Trustee, and is made for their benefit. Further, the Trustee is an intended third-party beneficiary for purposes of Section 3.5 hereof, including without limitation its rights to Energy Sales and Use Tax Revenues in the event of any Shortfall and to pursue all remedies related thereto. No other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

Section V.19 Governing Law. This Contract shall be interpreted, governed by, and construed under the laws of the State of Utah.

Section V.20 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section V.21 Severability. If any provision of this Contract shall be held or be deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this contract the day and year herein first above written.

(SEAL) UTAH INFRASTRUCTURE AGENCY

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Secretary

(SEAL) CLEARFIELD CITY, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Pursuant to Section 11-13-202.5 of the Utah Code Annotated 1953, as amended, the foregoing Contract is hereby approved.

Attorney for Utah Infrastructure Agency

Attorney for Clearfield City, Utah

EXHIBIT A

CONNECTION SERVICES

Strategic Partner Management

Recruit and manage strategic partnerships, which will include but not be limited to Business and Residential Service Providers and Services Providers. Attract new technologies to the network to facilitate new service offerings on the network and leverage the City's existing network and its communities.

UIA will negotiate on behalf of the City the contract and contract amendments, enforce contracts with Providers and ensure Service Level Agreements are met according to business and contractual obligations.

Product Management

Recommend, develop wholesale pricing model along with the City and strategic partners. This will include new wholesale pricing for newly developed products brought by UIA and its Strategic Partners.

Present developed model and any changes the City and strategic partners for rollout on the Network. Maintain, modifying and bring to end-of-life wholesale products on the network.

Planning, Design and Implementation

UIA will provide planning, design and implementation of the City's network as requested. A full outside plant design, network design and operational impact review will be provided along with a project implementation plan timeline, along with associated budget for the plan. The plan will include:

- Creation/Import of city records into GIS system
- Estimated cost for the outside plant build requested area
- Estimated cost for the network engineering build
- Project Engineer to interact and answer questions about the proposals and presentations
- Support for submittal of change orders for any changes on the design plan
- Supporting production map(s) and documentation for proposed build areas
- Extract of information in supported format provided by UIA

Marketing/Advocate Awareness Program

UIA will instigate and oversee any marketing and communications efforts that are necessary to the network's success. This could include campaigns within city governments, residential markets, multi-dwelling unit markets, business markets, or with community and national thought leaders, policy makers and other audiences. In particular, UIA will seek opportunities to develop and educate about future quality-of-life, public safety, and economic development opportunities on the network, working to build the network's reputation as necessary public infrastructure.

UIA will recruit and manage personnel and/or contractors to assist in promoting the network and growing the subscriber base. The City may assist with the promotion activities as long as it receives the prior written approval from UIA to do so.

GIS Services

Upon implementation of new network designs UIA will create, manage and maintain a Geo-spatial database to track the build of the City's network. UIA will provide a conversion method to import engineering documentation (CAD Conversion) and modify the geo-spatial database to include AS-Built updates as reported.

Continued support will be offered by taking GPS data collection for key OSP elements, recording that information into the database, providing and tracking fiber assignments made for provisioning services and when requested, provide an extract of the database for the Cities in an available format

Outside Plant Services

During construction UIA will appoint a Project Manager to oversee all approved construction for the specific project. They will manage the RFP process using UIA standard policies to award construction bids and select qualified contractors. They will provide management over employees and contractors during the construction process by assigned construction work packages and ensuring industry best practices and consistent engineering specifications are met.

The Project Manager will ensure:

- Budget tracking and reporting is available for the City
- Obtain necessary field permits and obligations
- Issues are tracked and brought to resolution for the City or its residents
- RMA process is followed
- Inventory is managed and accounted for
- Maintaining necessary levels of inventory to complete work packages
- Ensure construction work through Quality Assurance procedures

Field Services

UIA will provide field crews and/or contractors to be deployed in the field to manage the physical plant which is constructed for the City. UIA will maintain physical huts and cabinets on the network. During the event of an issue the Field Services Group will respond to any actual damage to physical plant and manage and execute the repair needed for restoring the physical plant as deemed necessary by UIA.

Network Engineering Services

UIA will provide network engineers and/or contractors to evaluate, recommend the needed electronics to provide wholesale services on the network. These Network engineers will:

- Test and certify network electronics for deployment
- Create, maintain physical and logical topology of the Network
- Configure and install the necessary devices in the network as needed
- Resolve any issues with these devices and replace parts or device as needed
- RMA through standard processes
- Research and Development of new technologies along with strategic partners
- Capacity planning of the network

Operations Management

UIA will provide management oversight of operational support of the network. This will include:

Integration: Integration of strategic partners onto the network, establishing standard interfaces and operational methods and procedures with these partners. UIA will assist strategic partners in understanding integration points of products and services on the network.

Operational Methods and Procedures: Develop supporting methods and procedures to coordinate delivery of services to customers.

Network Operations Center (NOC): 24x7 NOC to monitor health of devices and services on the network. Respond to Strategic Partner requests, manage to resolution reported issues on the network.

Network Repair and Maintenance: Detect, record (through a UIA a trouble ticketing solution) and respond to network maintenance and issues. Record and dispatch appropriate teams into the field for issue resolution.

Order Management System: Provide systems to allow the ordering and activation of wholesale services on the network, track customer acquisition and produce invoices, as needed, of wholesale services for cities so that they may invoice residents and UIA may invoice Service Providers.

Reporting: Provide reporting of customers on the network.

Invoicing: Provide information to the City to allow the invoicing of applicable wholesale services on the network, if the City handles its own invoicing.

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

Physical Improvements

Fiber Optic Communication lines will be deployed throughout the City. These lines will be constructed both overhead and underground in each of the city's "rights of way" following all local, state and federal regulations using industry best practices to deploy the most efficient and cost-effective infrastructure.

Elements of the infrastructure include 3 separate categories: Backbone or middle mile construction, access level or last mile construction and drop level construction.

Backbone or Middle Mile Construction

Consists of both overhead and underground paths, communication shelters to house distribution switches, fiber optic patch panels, uninterruptable power supplies (UPS) and generators. The communication shelters will serve as distribution points within the City and will be connected diversely with ring architecture. Other elements include fiber optic cable, conduit, strand, pole mounting hardware, vaults, splice closures and all other items necessary to construct and operate the network. The testing and certification of the improvements will be in accordance with national industry standards and UTOPIA's Engineering Standards document.

Access Level or Last Mile Construction

Consists of both overhead and underground paths to every subscribed address within the build area. Elements of this type of build include fiber optic cable, conduit, strand, pole mounting hardware, vaults, splice closures and all other items necessary to construct and operate the network. This infrastructure will facilitate and serve as network access points for subscribers to UIA.

Drop Level Construction

Consist of drop fiber and/or conduit being placed from a network access point to the demarcation point within the subscriber's premise where a network interface device will be placed. Elements of this type of build include three quarter inch drop conduit, drop fiber, aerial attachment hardware, network interface device (NJD), UPS, fiber pigtail, optical transceiver/receiver, power cord and all other items necessary to construct and operate the network. In some instances, UIA will also be responsible for installing cat5 cable within the homes to provide a connection for the services ordered.

EXHIBIT C

MAP OF MAINLINE SYSTEM

EXHIBIT D

FORM OF PROMISSORY NOTE

\$ _____

(date)

FOR VALUE RECEIVED, the undersigned, Utah Infrastructure Agency (“Borrower”), promises to pay to the order of Clearfield City, Utah (“Lender”), the principal sum of _____ (\$_____) together with all subsequent loan advances made, expenditures authorized and additional payments provided for in this Promissory Note and pursuant to the Fiber Communications Service and Acquisition Contract dated as of [____], 20__, between Borrower and Lender (the “Contract”).

1. Definitions. As used in this Note, the following terms shall have the meanings set forth below:

“Effective Date” means the date the terms of this Note, including the accruing rate of interest and the payment obligations described herein, become effective, which date shall be the date the proceeds of the Loan are disbursed to or for the benefit of Borrower.

“Event of Default” means failure by Borrower to pay timely any installment of principal or interest on this Note.

“Loan” means the loan advanced by Lender to Borrower under the terms and upon the conditions contained in the Contract in the principal amount of _____ (\$_____).

“Maturity Date” means _____.

“Month” means a calendar month.

“Note” means this Promissory Note and any extensions, renewals or modifications thereof.

“Payment Date” means the _____ day of each Month on which Borrower shall pay to Lender accrued interest, or principal and accrued interest, on the outstanding principal of this Note, as required by the terms of this Note.

“Principal Indebtedness” means at any time and from time to time during the term of this Note all advances, disbursements, expenditures, and payments made by Lender after the date of this Note pursuant to the terms of this Note or the Contract.

2. Security. Security for this Note and repayment by Borrower will be limited exclusively to the Revenues, as defined in the Contract, that are generated under the Contract. Borrower’s obligation to repay the Note is contingent upon the availability of Revenues generated under the Contract in excess of the UIA Revenue Requirement, as

defined in the Contract. Borrower is not obligated to utilize any other funds to repay this Note.

3. Interest Accruals. The unpaid principal balance will bear interest at the rate set forth in Section 3.5(e) of the Contract.

4. Interest Calculation Basis. All interest accruing under this Note shall be calculated on the basis of a 360-day year for the actual number of days elapsed.

5. Payments of Principal and Accrued Interest.

(a) Beginning on _____, Borrower shall make monthly installment payments to Lender of principal and accrued interest on the unpaid Principal Indebtedness in the amount of _____ (\$_____) each.

(b) The entire unpaid Principal Indebtedness, together with all accrued and unpaid interest thereon, if not sooner paid, shall be due and payable in full on the Maturity Date.

6. Place of Payment. All payments under this Note shall be made in lawful money of the United States of America at Lender's offices at _____ Utah, or at such other place as Lender may from time to time designate. All payments on this Note shall, at the option of Lender, be applied first to the payment of accrued interest and after all such interest has been paid, any remainder shall be applied toward the reduction of the Principal Indebtedness.

7. Default Rate of Interest. During any period of time which an Event of Default has occurred and is continuing, interest shall accrue against the outstanding Principal Indebtedness evidenced hereby at a rate equal to the otherwise effective rate of interest under this Note plus five percent (5.0%) per annum, calculated on the basis of a 360-day year for the actual number of days elapsed.

8. Prepayment. Borrower may prepay all or a portion of the amount owed earlier than it is due.

9. Late Fee Charges. If any payment required by this Note not received by Lender within ten (10) days after such payment is due, a late fee charge equal to five percent (5.0%) of such late payment shall be due and payable.

10. Incorporation of Contract. The terms, conditions, covenants, provisions, stipulations and agreements of the Contract are hereby made a part of this Note by reference to such document in the same manner and with the same effect as if the Contract were fully set forth herein. Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note and the Contract.

11. Application of Payments. All payments on this Note shall, at the option of Lender, be applied first to the payment of accrued interest and after all such interest has been paid, any remainder shall be applied toward repayment of any additional advances

Lender has made hereunder which have not already been added to the Principal Indebtedness then outstanding, and the balance, if any, toward the reduction of the Principal Indebtedness.

12. Waivers, Substitution of Security. Borrower waives presentment for payment, notice of dishonor and protest, and consents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party. No waiver of any payment under this Note shall operate as a waiver of any other payment. No delay or failure of Lender in the exercise of any right or remedy provided for under this Note shall be deemed a waiver of such right by Lender, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy which Lender may have.

13. Governing Law. This Note is to be construed in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws.

14. General. Time is of the essence hereof. Upon the occurrence and continuance of an Event of Default, Lender shall have, in addition to all rights and remedies available to Lender at law or in equity, all rights and remedies allowed under Utah law.

DATED effective as of the date first above written.

[Signatures appear on following pages.]

BORROWER:

UTAH INFRASTRUCTURE AGENCY

By: _____
Chair

LENDER:

CLEARFIELD CITY, UTAH

By: _____
Mayor

(SEAL)

ATTEST AND COUNTERSIGN:

By: _____
City Recorder



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Summer Palmer, Assistant City Manager
MEETING DATE: March 10, 2020
SUBJECT: Inducement Resolution- Lotus Apartment

RECOMMENDED ACTION

Approve Resolution 2020R-05 and authorize the mayor signature to the document.

DESCRIPTION / BACKGROUND

In order to finance the acquisition and rehabilitation of the Lotus Project, the developer has asked the City to issue \$35,000,000 worth of PAB (Private Activity Bonds) to reimburse certain qualified expenditures incurred by the developer with respect to the acquisition and construction of the Project.

Private Activity Bonds are issued for the benefit of private entities on a tax-exempt basis. The owner (buyer) of a tax-exempt bond does not pay federal income tax on the interest received on such bonds; consequently, tax-exempt bonds bear lower interest rates than bank loans or taxable bonds. In this case, our willingness to issue PAB will provide the developer access to the following benefits:

- Lower interest rates than conventional loans of comparable maturity. Higher loan amounts (greater leverage) due to lower interest rates.
- Access to greater variety of financing tools.
- Access to equity from 4 percent Low-Income Housing Tax Credits ("LIHTCs").
- Easier and quicker path to obtain necessary authorization to proceed.

We believe assisting the developer in this manner will ultimately help this project become the "downtown" we desired it to be.

The exact amounts, maturities, interest rates, redemption terms and other terms and provisions of the Bonds will be determined by a future resolution of the City.

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, nor is our bonding capacity impacted by approval of this document.

ALTERNATIVES

The council does not need to approve the resolution. Lotus can seek another conduit agency for PAB, but since the project is within our City we felt it would be appropriate to partner with them.

SCHEDULE / TIME CONSTRAINTS

The developer is eager to start the project and the sooner the resolution is approved, the sooner they can move forward.

LIST OF ATTACHMENTS

- Inducement Resolution

Clearfield, Utah

[_____], 2020

The City Council (the “Council”) of Clearfield City, Utah, met in regular public session at the regular meeting place of the Council in Clearfield, Utah, on [_____], [_____], 2020, at the hour of [_____] p.m., with the following members of the Council being present:

Mark Shepherd	Mayor
Kent Bush	Councilmember
Nike Peterson	Councilmember
Vern Phipps	Councilmember
Tim Roper	Councilmember
Karece Thompson	Councilmember

Also present:

JJ Allen	City Manager
Nancy Dean	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this [_____], 2020, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

CLEARFIELD CITY RESOLUTION 2020R-05

A RESOLUTION OF THE CITY COUNCIL OF CLEARFIELD CITY, UTAH (THE "CITY"), EXPRESSING AN INTENT TO ISSUE BONDS AND REIMBURSE CERTAIN QUALIFIED EXPENDITURES WITH PROCEEDS OF ONE OR MORE ISSUES OF SUCH BONDS TO BE ISSUED IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$35,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY HOUSING APARTMENT DEVELOPMENT; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City is authorized by the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the "Act") to finance the acquisition, construction and development of low income rental housing; and

WHEREAS, the City desires to issue bonds and reimburse Lotus Marq, LLC, a Utah limited liability company or an affiliate thereof (the "Borrower") with proceeds of one or more issues of such bonds issued by the City (the "Bonds") in an amount not to exceed \$35,000,000, for the purpose of financing the acquisition and construction by the Borrower of a multifamily rental housing development known as the Marq Apartments, a 243-unit rental housing project located on approximately 9.3 acres at approximately 442 South State Street, Clearfield, Utah (the "Project") to be occupied by persons of low income in compliance with the Act and applicable provisions of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City has determined that it is appropriate and necessary that the City express its intention to issue the Bonds and to reimburse certain qualified expenditures incurred by the Borrower with respect to the acquisition and rehabilitation of the Project with the proceeds of the Bonds; and

WHEREAS, except for certain preliminary expenditures for which the Borrower may be reimbursed in accordance with Treasury Regulation Section 1.150-2(f)(2), no costs of the Project to be reimbursed have been paid more than 60 days prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLEARFIELD CITY, UTAH THAT:

1. In order to refinance the acquisition and rehabilitation of the Project, the City hereby expresses its intent to issue the Bonds and reimburse certain qualified expenditures incurred by the Borrower with respect to the acquisition and construction of the Project with proceeds of the Bonds, in an amount not to exceed \$35,000,000.

Qualified costs to be reimbursed shall be determined in accordance with the provisions of Treasury Regulation Section 1.150-2. The exact amounts, maturities, interest rates, redemption terms and other terms and provisions of the Bonds will be determined by a future resolution of the City.

2. Subject to final approval by the City, the City will loan the proceeds of the Bonds to the Borrower for purposes of owning and operating the Project or otherwise finance the Project to or for the Borrower, pursuant to the terms of an agreement to be approved by the City upon the adoption of a future resolution of the City.

3. The provisions of this resolution are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

4. That this Resolution shall become effective immediately upon its passage and approval.

APPROVED AND ADOPTED this [_____], 2020.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, Nancy Dean, the duly appointed and qualified City Recorder of Clearfield City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on [____], 2020, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this [_____], 2020.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Nancy Dean, the undersigned City Recorder of Clearfield City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the [____], 2020, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on [____], 2020, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Standard Examiner on [____], 2020, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2020 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this [____], 2020.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE