

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
July 27, 2021 – POLICY SESSION

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

6:00 P.M. WORK SESSION
Emergency Services Update

(TENTATIVE) The Board may consider a motion to enter into a Closed Session for the purpose of discussing the deployment of security personnel, devices, or systems.
Utah Code Ann. § 52-4-204 and § 52-4-205(1)(f)

(Any item 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:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Roper

APPROVAL OF MINUTES:

January 26, 2021 – Work Session

July 13, 2021 – Work Session

July 13, 2021 – Policy Session

PUBLIC HEARINGS:

1. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A PROPOSED DEVELOPMENT AGREEMENT WITH WM INVESTMENT LLC FOR THE JAVA ESPRESS DEVELOPMENT LOCATED AT 585 NORTH MAIN STREET (TIN: 14-530-0002)

BACKGROUND: Java Espresso is in the Gateway Corridor Commerce zone of the Form Based Code (FBC). However, the commercial subdivision was approved with restrictive covenants prior to the expansion of the FBC zoning district, which necessitates a development agreement to address modifications to the FBC standards. The Planning Commission heard the item at its meeting on July 7, 2021, and recommends approval.

RECOMMENDATION: Receive public comment.

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE REZONE REQUEST FOR THE CITY CEMETERY LOCATED AT APPROXIMATELY 1050 SOUTH STATE STREET (TINS: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, AND 12-067-0063) FROM R-2 (RESIDENTIAL) TO P-F (PUBLIC FACILITIES)

BACKGROUND: The City cemetery is currently zoned R-2 (Residential), which makes it a legal non-conforming use. As a legal non-conforming use, it would not be able to expand due to the legal limitations placed on non-conforming uses and structures. The City has plans for the expansion of the cemetery and sees the rezone to P-F (Public Facilities) as a vital component for the future growth and long-term establishment of the cemetery. The rezone request also includes the parcel owned by Lindquists and Sons where Aaron's Mortuary and Crematory is located. The Planning Commission heard the request at its meeting on July 7, 2021, and recommends approval.

RECOMMENDATION: Receive public comment.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON ZTA 2021-060037, A ZONING TEXT AMENDMENT TO AMEND TITLE 11, CHAPTER 11, ARTICLE D, SECTION 11 – LAND USE, MANUFACTURING ZONE M-1, OTHER REQUIREMENTS; TITLE 11, CHAPTER 13, SECTION 23 – LAND USE, SUPPLEMENTARY REGULATIONS, LANDSCAPING STANDARDS AND REQUIREMENTS; AND TITLE 11, CHAPTER 14, SECTION 5 – LAND USE, OFF STREET PARKING AND LOADING, OTHER PARKING PROVISIONS BY AMENDING REGULATIONS RELATED TO LANDSCAPING

BACKGROUND: There is a need to address landscaping standards for industrial development within the City to increase water conservation, while balancing the need to ensure adequate beautification of developments. The Planning Commission heard the request at its meeting on July 7, 2021, and recommends approval.

RECOMMENDATION: Receive public comment.

4. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED DEVELOPMENT AGREEMENT WITH DESTINATION HOMES FOR THE WILCOX FARMS DEVELOPMENT LOCATED AT APPROXIMATELY 1455, 1525, 1527, 1543, 1550 SOUTH 1000 WEST AND 942, 922 WEST 1600 SOUTH (TINS: 12-065-0005, 12-065-0086, 12-065-0091, 12-065-0096, 12-065-0104, 12-065-086, 12-391-0011, 12-391-0012, 12-391-0022, AND 12-391-0023)

BACKGROUND: Destination Homes is still working on finalizing all the details to the development agreement for the Wilcox Farms development. The Planning Commission tabled the item to a future date. As no date has specifically been suggested it is recommended the hearing be cancelled and rescheduled for a later date when more information is available.

RECOMMENDATION: No action required.

5. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE NORTH DAVIS ACTIVE TRANSPORTATION PLAN

BACKGROUND: The Planning Commission tabled its public hearing until July 21, 2021; therefore, there is no recommendation for the City Council to consider. The public hearing needs to be tabled until Tuesday, August 10, 2021, at 7:00 p.m.

RECOMMENDATION: Table the public hearing until Tuesday, August 10, 2021 at 7:00 p.m.

SCHEDEDULED ITEMS:

6. 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.

7. CONSIDER APPROVAL OF A PROPOSED DEVELOPMENT AGREEMENT WITH WM INVESTMENT LLC FOR THE JAVA ESPRESS DEVELOPMENT LOCATED AT 585 NORTH MAIN STREET (TIN: 14-530-0002)

RECOMMENDATION: Approve the Development Agreement with WM Investment LLC for the Java Espresso Development located at 585 North Main Street (TIN: 14-530-0002) and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF ORDINANCE 2021-10 REZONING THE CITY CEMETERY LOCATED AT APPROXIMATELY 1050 SOUTH STATE STREET (TINS: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, AND 12-067-0063) FROM R-2 (RESIDENTIAL) TO P-F (PUBLIC FACILITIES)

RECOMMENDATION: Approve Ordinance 2021-10 rezoning the City Cemetery located at approximately 1050 South State Street (TINs: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, and 12-067-0063) from R-2 (Residential) to P-F (Public Facilities) and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF ORDINANCE 2021-11 AMENDING TITLE 11, CHAPTER 11, ARTICLE D, SECTION 11 – LAND USE, MANUFACTURING ZONE M-1, OTHER REQUIREMENTS; TITLE 11, CHAPTER 13, SECTION 23 – LAND USE, SUPPLEMENTARY REGULATIONS, LANDSCAPING STANDARDS AND REQUIREMENTS; AND TITLE 11, CHAPTER 14, SECTION 5 – LAND USE, OFF STREET PARKING AND LOADING, OTHER PARKING PROVISIONS

RECOMMENDATION: Approve Ordinance 2021-11 amending Title 11, Chapter 11, Article D, Section 11 – Land Use, Manufacturing Zone M-1, Other Requirements; Title 11 Chapter 13, Section 23 – Land Use, Supplementary Regulations, Landscaping Standards and Requirements;

and Title 11, Chapter 14, Section 5 – Land Use, Off Street Parking and Loading, Other Parking Provisions and authorize the Mayor’s signature to any necessary documents.

10. **CONSIDER APPROVAL OF RESOLUTION 2021R-14 AUTHORIZING THE
INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY,
LAYTON CITY, DAVIS COUNTY, AND CLEARFIELD CITY REGARDING
SHARED PUBLIC- SAFETY INFORMATION SYSTEM**

BACKGROUND: Bountiful City, Layton City, Davis County, and Clearfield City each currently operate and manage separate public-safety information systems. The entities desire to collectively operate and manage a countywide, shared, public-safety information system as a consortium to improve efficiency and service.

RECOMMENDATION: Approve 2021R-14 authorizing the Interlocal Cooperation Agreement between Bountiful City, Layton City, Davis County, and Clearfield City regarding shared public-safety information system and authorize the Mayor’s signature to any necessary documents.

COMMUNICATION ITEMS:

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

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

Dated this 22nd day of July, 2021.

/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: Chief Kelly Bennett and Emergency Services Manager John Meek
MEETING DATE: July 13, 2021
SUBJECT: Emergency Services Division – Quarterly Update

RECOMMENDED ACTION

Provide an Emergency Services Division quarterly update.

DESCRIPTION / BACKGROUND

There will be a brief discussion regarding the following:

- County wide evacuation plan
- Update on the Davis County Pre-Disaster Mitigation Plan
- Update on the EMPG Grant (Emergency Management Performance Grant)
- Update on John Meek's training, coordination, and other activities

HEDGEHOG ANALYSIS

The Emergency Services Division is a valuable service, and the Hedgehog Analysis score is 23.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

The Emergency Services Division meets the following policy priorities:

- Provides quality municipal services by identifying critical infrastructures and implementing pre-disaster mitigation plans.
- Improves Clearfield's image, livability, and economy by developing an Emergency Operations Plan that involves the community as well as provides an investment into the cities overall ability to respond to emergencies.
- Maintains a highly motivated and well-trained workforce. During the presentation you will hear about John Meek's numerous certifications and training that meets current Emergency Services standards as well as the EMPG requirements.

FISCAL IMPACT

There is minimal fiscal impact having a part-time Emergency Services Manager. The overall operations budget is approximately \$40,000. The City received approximately \$10,000 from the EMPG.

ALTERNATIVES

Clearfield City would have to contract with Davis County.

SCHEDULE / TIME CONSTRAINTS

n/a

LIST OF ATTACHMENTS

PowerPoint Presentation

Evacuation Levels

<u>Level</u>	<u>Color</u>	<u>Action</u>
1	Yellow	<i>Be Ready</i>
2	Orange	<i>Be Set</i>
3	Red	<i>GO!!</i>

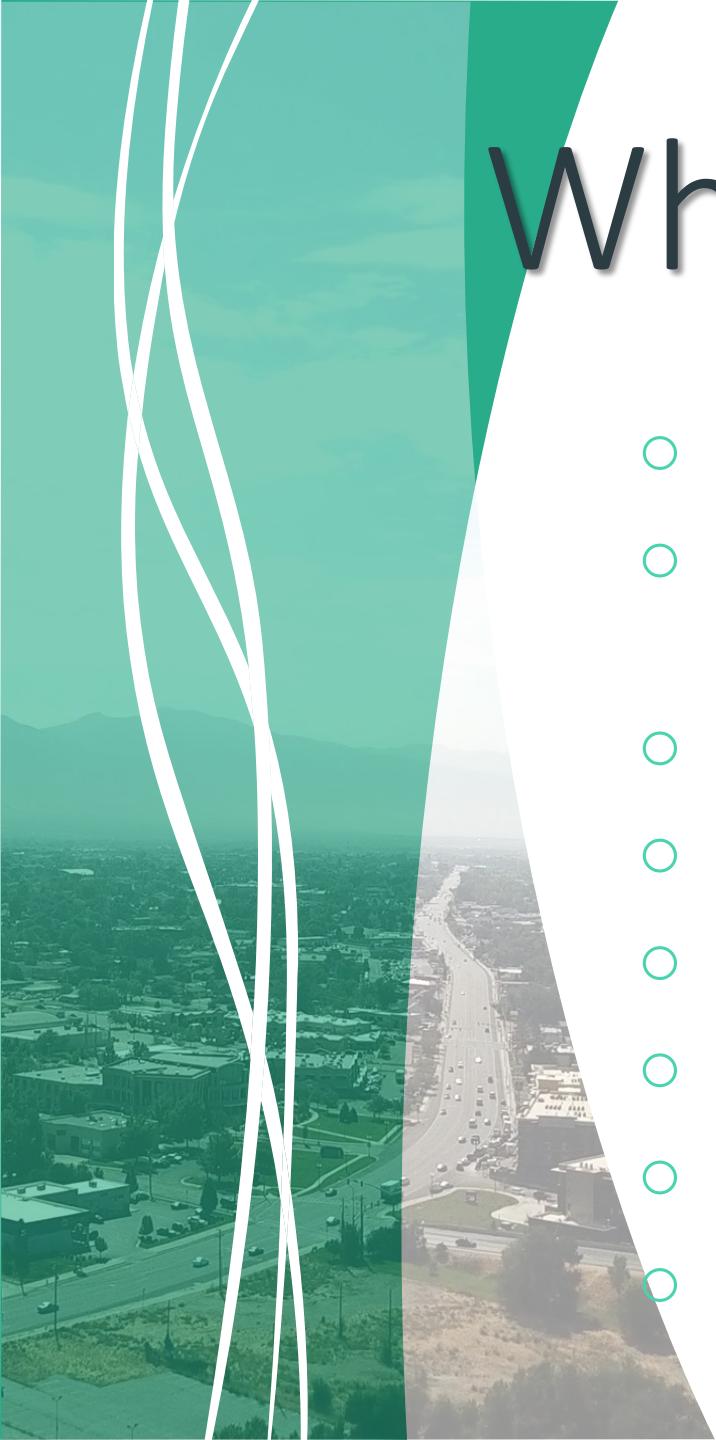
See papers attached from County

Pre Disaster Mitigation Plan

- On Track
- Clearfield City has all its *information turned in*
- Hope to be completed by October
- County is looking at a Northern, Central and Southern County Emergency Manager to help smaller cities, in light of HB 96 and recent FEMA application and involvement

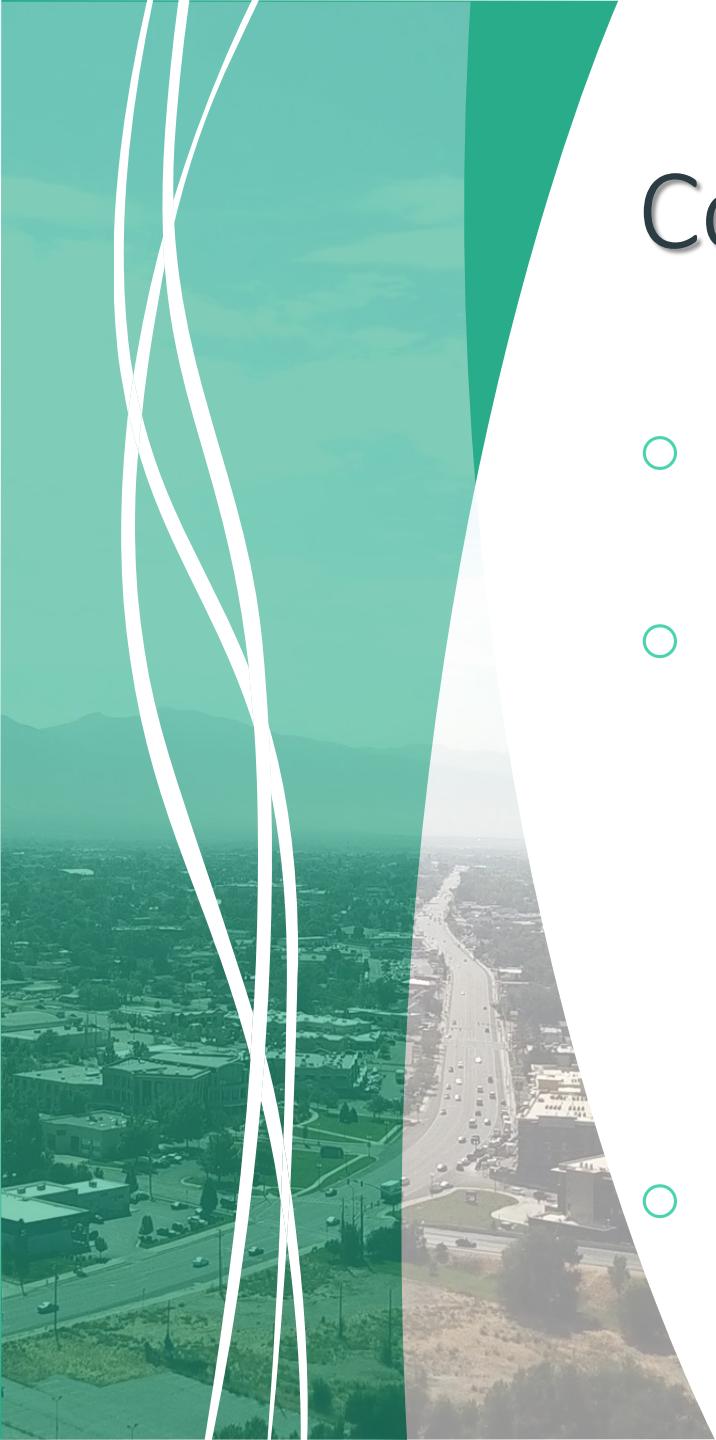
EMPG Grant

- Submitted 2020
- Applied for 2021
- Possibility for more money this year(COVID) but will return to lower levels next year
- Changes to EMPG - Emergency Manager must have FEMA's Basic Emergency Manger Academy completed or the Professional Development series completed. I have both.



What Have I Been Up To

- Completed Advanced Emergency Management Academy
- My paper was selected by my peers to be read at the graduation
- Received my Utah Certified Emergency Manager
- Worked on My International CEM
- AM radio repaired and working
- Reviewed EOP and made some minor updates
- Incident Action Plans for the 4th and Car Show
- After Action Report for COVID, windstorm and earthquake



Continued

- Coordinated with Layton City regarding CERT classes and having Clearfield residents attend.
- Completed a training in March: EOC activation for mock earthquake.
 - How are you going to get ahold of your crews and have them respond?
 - Need shelter for 200 people, bridge damage, water main break and houses flooding. We also set up our TV and Communications to make sure they worked.
- Possible locations for cooling centers if needed.



Questions?

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
January 26, 2021

City Building
55 South State Street
Clearfield City, Utah

No physical meeting location was available for the public due to the statewide public health emergency which might present a substantial risk to the health and safety of others. The meeting was held for the public electronically via Zoom Meeting address:

Zoom Meeting
<https://us02web.zoom.us/j/83823792550>
Meeting ID: 838 2379 2550

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

VISITORS VIA ZOOM: Timpanogos Room, Paul Poteet, Loyal Hulme, Mike Lloyd

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

Pursuant to the State of Utah Public Health Order 2020-17, dated October 14, 2020, and in conjunction with the State of Utah's ongoing declaration of a statewide public health emergency, Mayor Shepherd read a declaration made on January 5, 2021 that resulted in the following: (1) the City would not be providing an anchor location for City Council or other board meetings for the next 30 days, (2) Although no other physical meeting location would be available for the

general public, the City Council or other board members might or might not appear in person at the City building subject to compliance of social distancing and mask requirements, (3) the public's participation in the City Council or other board meetings might present a substantial risk to the health and safety of others, and (4) the public's participation in the City Council or other board meetings would only be available through Zoom and/or Facebook Live.

DISCUSSION ON THE FINAL SUBDIVISION PLAT FOR THE HART AT CITY CENTER LOCATED AT APPROXIMATELY 311 EAST 200 SOUTH (TINS: 12-001-0186 AND 12-007-0112)

Mayor Shepherd reported staff had continued to meet with the developer since the last work session on January 19, 2021. Brad McIlrath, Senior Planner, stated The Hart at City Center was located at approximately 311 East 200 South. He noted the applicant, Liberation Development Investments LLC, was joining the meeting to hear the information shared. He reviewed the subdivision plat that was recommended for approval by the Planning Commission. Mr. McIlrath indicated originally it was proposed for a private right-of-way; however, the applicant currently wanted to propose something different based upon the concerns from the Council expressed during the work session on January 19, 2021.

Mr. McIlrath highlighted the following background regarding the development:

- Site plan approval was granted on December 2, 2021. Final land use approval was pending subdivision approval and site plan revisions.
- Properties were located in the Urban Core Commerce (U-C) zone.
 - Multi-family building types were allowed in the U-C zone on secondary streets.
- The proposed street would be a continuation of Marilyn Drive which was a secondary street.
- Downtown Clearfield Form Based Code (FBC) required the construction of the street regardless of the building type of development.
 - FBC called for a Neighborhood Street

Mr. McIlrath mentioned the required Neighborhood Street was contradictory to the private access road initially proposed. He acknowledged the applicant had agreed to put in the Neighborhood Street as required by FBC. He reviewed FBC sections that had been studied for further analysis which included Chapter 2 – Zoning Districts, Chapter 4 – Street and Block Network, and Chapter 5 – Street and Streetscape Standards.

He pointed out that Chapter 4 of FBC allowed disconnected streets to take the following forms:

- Stub Streets
- Half Streets
- Cul-de-Sac Streets

Mr. McIlrath mentioned the cul-de-sac street was not an option because the proposed street was too long; however, the standards for stub streets were allowed under the following conditions:

1. Where adjoining areas were not subdivided, streets in new subdivision and developments should extend to the boundary line of the tract to make provision for the future connection of streets into adjacent areas.

- a. Stub streets shall be provided at intervals no greater than the maximum block length and width specified in Section 4.3 Block Requirements.
2. Half Streets were prohibited unless approved by the Clearfield City Engineer in unusual circumstances where they were deemed essential and where satisfactory assurances were provided for dedication of the remaining half of the street.
 - a. Proposed half streets shall have no less than one-half of the right-of-way dedicated and constructed. The half street shall include the vehicular and pedestrian realm elements for the portion of the right-of-way dedicated and constructed, as specified by the Street Type (Chapter 5.0).

Mr. McIlrath reviewed the original private street proposal submitted and the portions of the FBC used for regulation of the proposal. He explained based upon conversations with staff, the applicant agreed to provide the Neighborhood Street rather than the private access. He stated the developer's engineer had drawn up a concept of the stem portion or narrow section, but the other areas would have the full 57-foot right-of-way. Mr. McIlrath reviewed the proposed concept for the Neighborhood Street which included five feet of sidewalk on a portion of the east side and four feet of sidewalk for the southern portion; 2.5 feet of curb and gutter on the east side; 26 feet asphalt pavement, 2.5 feet of curb and gutter on the west; and an additional 1.5 feet beyond the curb and gutter on the west to comply with clear distancing standards. He noted FBC called for five-foot sidewalks so there would need to be a development agreement in place if the four-foot section of sidewalk were allowed.

Councilmember Peterson questioned what the total proposed width would be. Mr. McIlrath responded the total width of the property owned by the developer for the narrow portion was 41.5 feet; consequently, the street width would only be that wide rather than the standard 57 feet. He reported on-street parking would only be allowed in the area where there were full improvements.

Mr. McIlrath noted staff had reviewed several options while working with the applicant to find a practical solution. He mentioned staff had reviewed the town square and municipal center areas and found there could be impacts to the area east of the City Building and Art Center if all future roads were developed because currently that area was not wide enough to be consistent with the neighborhood streets. He explained initially during discussions between staff and the applicant the thought was that a private street with access road standards would fit best into the town square area with the least amount of impact for the area. He added allowing a private access would decrease the City's responsibility for its maintenance.

Mr. McIlrath highlighted the following from the Planning and Engineering background and analysis if the road were developed as private or public street:

Private Street:

- Clearfield Towne Square and Municipal Center had private accesses.
- Private streets would continue with that management.
- Private streets would require the least amount of area and least impact on properties in the area.

Public Street:

- Neighborhood Street.
- Pedestrian connection on east and full vehicular access.
- Full improvement for majority of property.
- Curb and gutter on both sides for storm water runoff.
- Access to public utilities up to meters.
- Gate was prohibited on public streets per FBC Section 5.2.1 (2).

Mayor Shepherd stated he had spent time yesterday talking to staff regarding the following concerns:

- Stubb street and gate proposed was a concern with the private access; therefore, the new proposal for a public street would fix that issue because a gate would be eliminated.
- The half-street was a concern because it was outside of FBC unless approved as an exception. He mentioned the other half of the street area was owned by the Nations for Christ Church and so the remaining portion of the street would likely never be developed.
- If the half-street were allowed, the developer had asked for an allowance in the sidewalk on the east side to give them the additional 1.5 feet on the west side to meet the clear vision standard. Allowing for a deviation from the five-foot sidewalk seemed contradictory to what had been required of all other developers in the FBC area to date.
- The project could set precedent for other FBC projects with a half-street and worried there was not enough time to evaluate additional impacts for other areas.

Mayor Shepherd recognized the developer had been through the City's process required for land use. He continued it was a challenging issue with a few options to either allow a half-street or table consideration so the developer could inquire if the Nations for Christ Church would be willing to sell the neighboring property for the required street.

Councilmember Peterson acknowledged the private access for Clearfield Towne Square and the Municipal Center were done prior to FBC. She indicated when FBC was created the standards were deliberately improved. She noted FBC called out Neighborhood Streets as the appropriate type of street for the proposed development. She pointed out the proposed private street for the project which had gone through the land use process thus far had not met the FBC standard. She appreciated the work from staff that went into finding out if there was a way for the project to move forward. She expressed her opinion that the initial proposal and the new concept proposed during the current meeting violated FBC and the Council had no authority to approve it or grant exceptions. Councilmember Peterson voiced her concern that the proposal should have included a development agreement from the beginning and anything going forward would need one or the FBC would be violated.

Councilmember Thompson arrived at 6:31 p.m.

Councilmember Peterson suggested because the proposal as presented was in violation of FBC it should either be tabled or denied. She commented if there was a desire from the applicant to resubmit the application or enter into a conversation about a development agreement with the Council that could be an available option. She recognized there had been a year of time and resources which had gone into the project thus far; however, the proposed Final Subdivision Plat

did not meet the City's standards. She expressed her opinion the Council should not be considering the project as proposed.

Councilmember Phipps reported there had been a lot of thought put into the standards that were included in the FBC. He wondered if extreme circumstances were meant to allow for a variance because the developer did not own the property to develop the entire standard width of a road. He mentioned he had voted against every change of the FBC thus far. He reasoned the FBC was established and designed purposefully to match the Council's vision for future. He noted the proposed project did not meet the City's long-term plans, it would set precedent, and it violated the concept of the City having ordinances for which it was accountable.

Councilmember Peterson stated the project seemed to be trying to wrap an ordinance around a project rather than allowing the FBC to set the standard as it was designed. She noted there could be barriers that developers faced in meeting the standards; however, the developer should bear the responsibility to solve the issue. She acknowledged the City had provisions for certain circumstances where a second look might be warranted where strict application of the Code might not be possible; however, if a developer did not want to acquire additional property or assemble parcels that would match the scale of a proposal that should not meet the standard of an unusual hardship; it would be a self-imposed hardship. She expressed her opinion the property was developable and economically viable. She stated the proposal presented did not meet the City's standard and it should not be the City's encumbrance to solve the problem. She reiterated it should not be the City's obligation to find every relaxation or flex point to allow something to be developed.

Councilmember Bush commented it was difficult to fit a square peg into a round hole and alterations to the FBC were similar to carving off the edges so the square peg would fit into the round hole; but, it would never be a perfect fit.

Councilmember Roper expressed his opinion FBC had been created to stand on its own and he did not feel the Council should deviate from it.

Mayor Shepherd wondered what the setback was from the property to the east. Mr. McIlrath responded the building was close to the property line, but it had an overhang and the fence was on the property line. Mayor Shepherd asked what the setback would need to be. Mr. McIlrath explained the current property to the east was legal non-conforming; therefore, development on the proposed parcel would not dictate what happened on the other side of the property line.

Mr. Allen asked if there was an interest from the Council to entertain the new proposal. He recognized if there was an interest then consideration of the final subdivision plat could be tabled to allow the proposal to be fully vetted. He agreed a development agreement would be the right tool to accomplish it, but more time would be necessary to get it prepared. He acknowledged there appeared be consensus from the Council that the plat should not be approved as proposed. There was a discussion about the approach that should be taken going forward and whether the proposed changes to the application and a development agreement should be vetted by the Planning Commission before the Council considered it.

Councilmember Peterson mentioned she was nervous to bypass the traditional process and felt it was not appropriate for the Council to be making changes to the Final Subdivision Plat or adding lots of conditions at this point to tidy up the deal. She recognized it would cause more time but felt circumventing the processes in place would be a disservice to the applicant and also bypassed the protections that were in place to guide the process and protect the City. She suggested it would be a poor precedent to bypass the processes in place. She indicated it was unfortunate the current application got to this point before it was determined there were substantive changes that were necessary; however, it would be appropriate to have the changes vetted by following the appropriate processes.

Mr. Allen acknowledged the developer might desire to acquire the additional properties which would change the application altogether. There was a discussion about the purposes of FBC and having standards in place to guide development.

Loyal Hulme, legal counsel for the developer, asked if Mayor Shepherd would allow comments from the development team about questions raised during the discussion concerning the acquisition of property which had been addressed by the developer with the neighboring property owners earlier in the day. Mayor Shepherd stated he would allow the comments. Mr. Hulme acknowledged the developer had been through the land use process with an understanding that both the Planning Commission and staff were comfortable with the proposal containing a private access road. He noted the preliminary subdivision plat with the private access was unanimously approved by the Planning Commission. He mentioned due to preliminary approvals the developer had not reached out to the neighboring property owners until recently to vet other options. He stated the property owners did not have any intentions on selling the property to the developer, so there was a willingness to concede on the part of the developer and build the Neighborhood Street as a resolution. Mr. Hulme explained there was only 41.5 feet available to develop the road and it was an unusual situation abutting a religious institution, but it was not a short cut or something that would be inappropriate to build a neighborhood street with anticipation that when the properties around it developed the remainder of the road could be completed. He reported staff had been pushing hard for the applicant to develop every inch of property it owned; therefore, they would be happy to develop every bit of the 41.5 feet however the Council saw fit. He indicated the City's FBC provided options to deal with those types of situations. Mr. Hulme noted either the developer could build the neighborhood street as a half street or the Council could allow for a variance and either option would work as a solution. He mentioned a development agreement could be crafted so it did not create precedent because it was such a unique circumstance. He pointed out that the City's engineer had requested 13 feet of travel along the street in either direction. Mr. Hulme expressed his opinion once the facility was built it would spur commercial users to develop around it.

Mr. Hulme indicated the developer's willingness to enter into a development agreement. He stated the applicant was in a difficult position. He noted the Planning Commission had approved the plat but if the Council took the position that a Neighborhood Street was needed the developer would stipulate to it; but, the only way to accomplish it was by building a half street at the current time. He stated any other option would limit the development of the property because of the limitation on access unless a variance from the FBC were allowed or the half street were built under the current FBC standards. He suggested if the City were to deem the property

undevlopable there would be repercussions; outside of that option there were two options remaining either building a half street or offering a variance if the City's position were to require a Neighborhood Street. Mr. Hulme stated the language was not meant to be aggressive; rather, suggest there were two great options available to solve the problem. He expressed his opinion the changes presented should not have a need to be reviewed by the Planning Commission because he had seen changes made frequently at this level by entering into a development agreement. He explained the development agreement process could be done simply and provide the City the protections it needed. Mr. Hulme stated the developer could work with the City's attorney to draft a development agreement that would articulate the uniqueness of the property. He reiterated the developer felt good about the proposal and thought it was an elegant solution for the City too.

Mayor Shepherd appreciated the information and said it helped clarify the efforts made to acquire the neighboring property. He noted it was time to begin the policy session. Mr. Hulme requested some additional time during the policy session to expound on the history which might be helpful in the decision-making process and perhaps more ideas could be offered.

Councilmember Thompson moved to adjourn and reconvene in policy session at 7:03 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.

The meeting reconvened at 8:27 p.m.

DISCUSSION ON UPDATES TO THE CITY'S FINANCIAL MANAGEMENT PRACTICES

Rich Knapp, Finance Manager, stated the City had financial policies which were enacted at the staff level; however, it would be good to formalize financial management best practices which could be adopted by the Council. He suggested the financial management practices, rather than policies, once established could be reassessed and readopted annually.

Councilmember Peterson expressed thanks for staff's efforts.

Mr. Knapp explained the drafted financial management practices that were included with the staff report contained a few sections to focus on and headers only for sections which were planned to be discussed in future meetings. He explained having financial practices which were formalized would provide guidance as well as assist the City with its bonding. He noted staff hoped to have the practices ready in June for adoption.

Councilmember Phipps wondered how staff wanted to address some items with the document language he discovered during its review. Mr. Knapp responded those items pertinent to a group discussion could be addressed during the meeting. He stated the objective for the discussion would be to review the sections on contingency reserves and balanced operating budget.

Councilmember Bush asked what dollar amount the City currently had that was over the 25 percent of contingency reserves allowed by law. Mr. Knapp answered there was just over \$3 million. He continued staff planned to recommend a budget amendment in the spring to use the

excess reserves to pay off the 2018 Series Bonds and if the Council approved it, the contingency reserves would be below the maximum 25 percent.

Councilmember Peterson asked if future staff reports would articulate which practice from the document was being utilized. Mr. Knapp responded it would be a good practice moving forward; however, it might be more applicable for those staff reports that were related to financial or budgeting matters.

Councilmember Phipps acknowledged after a review of his prepared comments there were a few that should be discussed with the group. He suggested there should be something in the document, perhaps the introduction, which indicated the policy was approved by the elected officials. Mr. Knapp responded there was language which indicated the practices had the Council's discretion. Councilmember Phipps commented one of the audiences for the document would be newly elected officials.

Councilmember Phipps identified the following bullet point in the contingency reserves section:

"The City Council may authorize the use of reserves to address an unforeseen emergency, or to offset revenue decreases due to a significant economic downturn to maintain strategic essential services. At the time this authorization is given, a plan of increasing fees or taxes and/or decreasing expenditures shall also be approved to replenish the reserves within three fiscal years."

He questioned if this would be a new practice. Mr. Knapp responded it was a new proposal.

Councilmember Peterson asked whether the reserves would be replenished to the 25 percent maximum reserve level or to a level equaling what had been expended. Mr. Knapp responded the goal would be to maintain a contingency reserve at a level between 20 to 25 percent of the General Fund revenues as stated in the opening paragraph of the section.

There was a discussion about the proposed practice of replenishing the reserves and the desired timing for doing so. There was consensus of the Council the practice would be good to keep in the document. Mr. Knapp indicated the number of years to replenish the funds could be adjusted if desired.

Councilmember Phipps questioned if the term "structurally balanced" that was included in the last bullet point of the contingency reserves section was valid terminology. Mr. Knapp answered it was language quoted from the Government Finance Officers Association's (GFOA's) best practices. He elaborated that structurally balanced referred to the exercise that was completed during the budgeting process to ensure the recurring revenues are covering the recurring expenses. He explained it was the hardest number to hit each year.

Councilmember Phipps commented he had anticipated seeing something included in the document about fiscal risks that were common to the City. He acknowledged each city had its own risks that would impact fund availability or unexpected expenses such as aging infrastructure or fluctuations in sales tax. Mr. Knapp responded there was not a specific section where those types of things were addressed directly; however, there were things identified throughout the document that referenced unseen events or sales tax which was discussed further

in the revenues section. He acknowledged it would be a good thing to watch for during the process.

Councilmember Phipps expressed his opinion it would be good to include a section specific to risk. JJ Allen, City Manager, stated perhaps the focus should be on areas that Clearfield was uniquely susceptible for risks. Mr. Knapp cautioned it would be important to pay attention to the audience which might support being more general rather than drawing attention to the City's weaknesses. Summer Palmer, Assistant City Manager, liked the idea but felt it might be better suited for discussions prior to the budgeting process. Councilmember Phipps appreciated the reference to the audience and understood the need for generality.

Councilmember Phipps wondered if an audit committee would play a role in the financial management practices. Mr. Knapp answered yes, and the audit committee was addressed in the internal control section which had not been included with the materials for the current discussion. He explained the City planned to establish an audit committee which would be adopted by Resolution and its role would be detailed further in its charter.

Councilmember Phipps indicated a list of items not necessary for a group discussion would be sent to staff for review.

Mr. Allen mentioned staff intended to go through the financial management practices document piece by piece; therefore, only the headers had been disclosed until more in-depth discussions could be scheduled.

Mr. Knapp indicated there was a best practice for strategic plans. Mr. Allen stated he had been a fan of strategic plans but there was a lot of effort to maintain the City's document itself. Mr. Knapp pointed out the financial management practices document did not have to include strategic planning, or it could keep it general listing a few key tools utilized in strategic planning. Councilmember Phipps stated the document could identify the key concepts the City used for strategic planning to keep it more general. Mr. Allen acknowledged the City's policies and tiered priorities were very fluid and the hedgehog methodology had been tools to guide the City's strategic planning, but currently those were not all in a tidy document.

Councilmember Peterson agreed with Councilmember Phipps that it would be a good idea to call out a few key tools the City used for strategic planning.

Mr. Knapp asked if there were any issues with the following statement of the balanced operating budget section:

“The City Manager may institute a cessation during the fiscal year on hiring, promotions, transfers, and capital equipment purchases. Furloughs may also be implemented. Such action will not be used arbitrarily and without knowledge and support of the Mayor and Council and will allow for exceptions in appropriate areas to comply with emergency needs such as a loss or decline in a major revenue source or natural disaster.”

Councilmember Phipps wondered if there should be some prioritization on actions to be taken because an outsider might interpret the document as providing unilateral authority to the city manager without any guidance. Mr. Allen anticipated those types of considerations would be discussed with the Council and be decided as a group. Councilmember Roper noted the document contained best practices, but each situation would be unique so prioritization in the document might not be necessary. Mr. Knapp felt the language captured the best practice that the city manager would not act without consulting the legislative body. He stated the document provided some options if things were to go bad. He acknowledged the intent was for the City to be nimble and able to respond quickly if something bad were to happen. Ms. Palmer said the language identified those decisions were in house and the City did not need to work with unions or others.

Councilmember Bush questioned if the other sections would be discussed in a future meeting. Mr. Knapp responded yes.

Councilmember Thompson moved to adjourn at 8:52 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.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 P.M. WORK SESSION
July 13, 2021

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Kent Bush Nike Peterson Vern Phipps Tim Roper	Councilmember Councilmember Councilmember Councilmember
EXCUSED:	Karece Thompson	Councilmember
STAFF PRESENT:	JJ Allen Summer Palmer Stuart Williams Kelly Bennett Eric Howes Adam Favero Spencer Brimley Rich Knapp TJ Peace Nancy Dean	City Manager Assistant City Manager City Attorney Police Chief Community Services Director Public Works Director Community Development Director Finance Manager Information Systems Manager City Recorder

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

Councilmember Peterson moved to close the meeting at 6:04 p.m. for the purpose of discussing the deployment of security personnel, devices, or systems; Utah Code Ann. §52-4-204 and §52-4-205(1)(f), seconded by Councilmember Phipps. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Roper. Voting NO – None. Councilmember Thompson was not present for the vote.

The minutes for the closed session are kept in a separate location.

The Council adjourned the closed session at 6:50 p.m. and reconvened in the open portion of the work session.

DISCUSSION ON THE CONSOLIDATION OF VIRTUAL DISPATCH SERVICES IN DAVIS COUNTY

JJ Allen, City Manager, explained recent legislation set minimum standards for dispatch centers, particularly regarding the percentage of calls that were transferred from one center to another. He indicated discussions and monthly meetings began in the summer of 2020 to move the dispatch

consolidation in the County forward. He noted the working group consisted of representatives from the four agencies with dispatch centers in Davis County which were Clearfield, Layton, Davis County, and Bountiful. Mr. Allen stated it was agreed a physical consolidation would be a future problem to tackle, but instead virtual consolidation became the focus of the group. He acknowledged a virtual consolidation would get all four centers on one server, using the same software and system would allow the entities to reach the minimum standards and provide a much higher level of service to the public safety agencies and the people requiring emergency response.

Mr. Allen explained how a virtual consolidation would work. He noted the system selected for virtual consolidation was Spillman. He mentioned Layton had the expertise and capacity to host the system; however, the server would be located in the Davis County Administration building in Farmington. Mr. Allen stated in order to accomplish the virtual consolidation an Interlocal Cooperation Agreement would be necessary and some governance for the shared public safety information system. He highlighted the following key points of the Interlocal Cooperation Agreement:

- The Consortium consisted of Bountiful City, Clearfield City, Davis County, and Layton City.
- The system would be called the “Davis Area Public-Safety System.”
- The Consortium could purchase goods or services (hardware, software, etc.) for the system, which would be the collective property of the Consortium.
- The cost of goods or services were allocated based on the population by the dispatch centers. For Clearfield it was currently estimated to be 11.33 percent.
- For governance and operation of the system, Exhibit 1 established:
 - A Governance Board consisting of the three city managers and a county commissioner.
 - An Operations Advisory Board with representative from the three Police Departments and the Sheriff’s Office, along with two appointees of the Davis County Fire Chiefs’ Association and two appointees of the Davis County Police Chiefs’ Association, and the chair of the IT User Group.
 - User Groups in the following areas:
 - Dispatch/CAD
 - IT/GIS
 - Records/Evidence
 - Police and fire field units
 - Jail

Mr. Allen stated the Agreement and Exhibits had been reviewed by the various entities’ legal counsels, as well as the city managers, police chiefs, etc. He acknowledged all parties were comfortable with the documents and ready to move forward through the approval process. He noted the result would be a much-improved, seamless dispatch system. He reviewed the following financial impacts:

- Motorola/Spillman and Solutions II were estimated at about \$687,000. Clearfield’s share would be about \$90,000 with phased installments.

- Network hardware (firewalls and routers) and circuits could cost upwards of \$100,000. Tellus Hub CAD2CAD and a NetMotion server would also be needed but those costs estimates were not yet available. Clearfield's share would be 11.33 percent.
- The City's current server would become the historical server until data could be merged to the new consolidated server. There would be a small maintenance fee estimated at less than \$10,000 per year to maintain the historical data.
- The City's annual Spillman maintenance fees were expected to drop by \$20,000 to \$30,000 once the new contract was in place.

Mr. Allen reviewed the estimated timeline for implementation of the virtual consolidation. He acknowledged the virtual consolidation was planned to go live in the fall of 2022.

Councilmember Roper moved to adjourn the work session and reconvene in policy session at 7:59 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Roper. Voting NO – None. Councilmember Thompson was not present for the vote.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
July 13, 2021

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Kent Bush Nike Peterson Vern Phipps Tim Roper	Councilmember Councilmember Councilmember Councilmember
EXCUSED:	Karece Thompson	Councilmember
STAFF PRESENT:	JJ Allen Summer Palmer Stuart Williams Kelly Bennett Eric Howes Adam Favero Spencer Brimley Rich Knapp Nancy Dean	City Manager Assistant City Manager City Attorney Police Chief Community Services Director Public Works Director Community Development Director Finance Manager City Recorder

VISITORS: Don Wood, Christ Tremea, Brittani Dicus, Leon L Bjarnason Jr.

Mayor Shepherd called the meeting to order at 7:04 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 Phipps led the opening ceremonies.

APPROVAL OF THE MINUTES FROM THE NOVEMBER 10, 2020 WORK SESSION,
DECEMBER 1, 2020 WORK SESSION, JANUARY 5, 2021 WORK SESSION, AND
JANUARY 19, 2021 WORK SESSION AND TABLING OF THE JUNE 22, 2021 POLICY
SESSION MINUTES

Councilmember Peterson asked for a word to be changed in the January 5, 2021 work session minutes. She requested the word used on page seven in the last paragraph be updated from “*Councilmember Peterson directed staff*” to “*Councilmember Peterson asked staff*.”

Councilmember Peterson requested the draft minutes from the June 22, 2021 policy session be tabled for some additional corrections.

Councilmember Peterson moved to approve the minutes from the November 10, 2020 work session, December 1, 2020 work session, and January 19, 2021 work session; as written; and the January 5, 2021 work session; as corrected; and the June 22, 2021 policy session be tabled, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Roper. Voting NO – None. Councilmember Thompson was not present for the vote.

PUBLIC HEARING TO ALLOW PUBLIC INPUT REGARDING (A) THE ISSUANCE AND SALE OF NOT MORE THAN \$3,500,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2021 (THE “BONDS”) AND (B) ANY POTENTIAL ECONOMIC IMPACT THAT THE PROJECT DESCRIBED HEREIN TO BE FINANCED WITH THE PROCEEDS OF THE BONDS ISSUED UNDER THE ACT MAY HAVE ON THE PRIVATE SECTOR; AND ALL RELATED MATTERS

JJ Allen, City Manager, stated the \$3,500,000 bond amount was a supplement to the \$19,500,000 amount which was previously approved through a parameters resolution for sales tax revenue bonds. He explained the primary purpose of issuing a total of \$23,000,000 in bonds was to finance the Clearfield Station infrastructure and I-15 interchange beautification. He mentioned the City was on schedule to close on the bonds on July 26, 2021. Mr. Allen indicated the final numbers received from Zions Public Finance were very close to the original schedule sent to the Council a couple of weeks ago. He asked if there were any questions.

Councilmember Phipps asked if the supplement was increasing the overall net effect of the bonds to \$23,000,000. Mr. Allen responded yes. He explained once the original resolution was approved for \$19,500,000, staff received construction cost estimates for the infrastructure which were higher than anticipated. He noted after reviewing the data and consulting with the financial advisor, staff brought forward a resolution for the additional supplement of \$3,500,000.

Councilmember Phipps commented he assumed that the existing schedule for obtaining the proceeds from the bonds were not negatively affected or slowed down. Mr. Allen confirmed it was not. He explained all the work on the finance side of things was working concurrently with the work on the engineering.

Councilmember Peterson requested verification that the original bond amount and additional supplement fell within the estimates of tax increment financing (TIF) revenues anticipated from the Clearfield Station project. Mr. Allen answered it did. He noted the \$2,000,000 debt service allocated for the interchange beautification would be paid for with the City’s General Fund. He acknowledged even though sales tax was the pledged source of revenue for the bonds, TIF from the Clearfield Station project would be servicing the debt for the other \$21,000,000. He noted the normal scenario for increment generation and even the delayed scenario was more than sufficient to service the debt for the bonds.

Mayor Shepherd opened the public hearing at 7:10 p.m.

Mayor Shepherd 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, and Roper. Voting NO – None. Councilmember Thompson was not present for the vote.

OPEN COMMENT PERIOD

Chris Tremea, non-resident, stated the Ute football program was going well. He thanked the City for its support. He congratulated the City on its recent Fourth of July parade. He requested more support from the City regarding its field use for the football program. He indicated the scholarship program was helpful and many kids were using it. He noted many including himself were sponsoring registrations so that no athletes would be withheld from opportunities to participate. He asked the City to continue its support and allow the Ute football program to use City fields for its practices and waive the associated fees in the coming years. He stated the program would be growing and branching out into other areas. He begged for continued support.

Don Wood, non-resident, stated he was trying to help Chris Tremea memorialize his request for the City's ongoing support and use of fields. He recognized the City had offered the use of its fields to the football program without charge for the year of 2021. He noted many of the kids relied on scholarships and outside funding for equipment and other needs. He distributed a copy of the City's Athletic Field/Facility Usage Policy to the Mayor and Council. He highlighted aspects of the policy. Mr. Wood explained a charge to the Ute Conference for field use would be necessary based on the previously adopted policy. He provided the Mayor and Council with proposed language for an amendment to the City's current policy. He reviewed the drafted proposed amendment. He stated the Ute football program would need grass only for practices because Clearfield High School would be donating its field for games.

Mr. Wood explained there were unintended consequences due to the City's option to discontinue the program. He pointed out that the Mayor and Council could amend the policy to show it cared for the kids in the community. He requested time and consideration of the proposed amendment.

COMMUNICATION ITEMS

Mayor Shepherd – Thanked staff for efforts with the City's Fourth of July celebration and Councilmember Peterson for her efforts with the Council's float. He stated many positive comments had been received from the public.

Councilmember Bush

1. Agreed with Mayor Shepherd's comments regarding the Fourth of July activities.
2. Attended the North Davis Sewer Board meeting on July 8, 2021. He provided the Council with an update on the progress of the District's effluent pipeline project.

Councilmember Peterson

1. Thanked everyone for their efforts on the City's Fourth of July celebration. Thanked the City's Public Works department for storing floats for weeks while still maintaining the workload as well as staff's collaboration efforts which assisted with the Council's float. Thanked Police and Fire for their assistance and participation on the Fourth of July. Expressed appreciation to staff for always planning ways to accomplish things and making them work despite obstacles or challenges that were encountered.
2. Thanked the football families in attendance for continuing to help the football program thrive.

Councilmember Phipps – nothing to report.

Councilmember Roper

1. Thanked Councilmember Peterson for her efforts in preparing the Council's float.
2. Expressed thanks for staff who were willing to jump in and help with anything that was needed.
3. Announced he would be out of town for the next meeting on July 20, 2021.

STAFF REPORTS

JJ Allen, City Manager

1. Announced the monthly report was delayed due to technical issues but hoped it would be sent out next week.
2. Expressed kudos to staff for their Fourth of July efforts. He recognized staff cared about the community, the organization, and their performance and work product. He thanked the Council for recognition of those efforts.

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

- Work Session on July 20, 2021
- Policy Session on July 27, 2021
- Policy Session on August 10, 2021

There being no further business to come before the Council, **Councilmember Bush moved to adjourn at 7:33 p.m., seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, and Roper. Voting NO – None.** Councilmember Thompson was not present for the vote.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, July 27, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on the **Java Express Development Agreement** for the proposed drive-through beverage establishment at the subject location. **Location:** 585 N. Main Street (TIN: 14-530-0002). **Parcel Area:** 0.49 Acres. **Zone:** C-C (Gateway Corridor Commerce). **(Legislative Action).**

PLANNING COMMISSION RECOMMENDATION

On July 7, 2021, the Planning Commission forwarded a recommendation of approval to the City Council for the Java Express Development Agreement for the property located at 585 N. Main Street (TIN: 14-530-0002).

DESCRIPTION / BACKGROUND

On January 6, 2021, the Planning Commission granted site plan approval for the proposed Java Express drive-through beverage establishment at the subject location. Condition #1 of that approval includes seven (7) modifications to the Downtown Form-Based Code standards that are allowed with the execution of a development agreement. Each of the modifications were based upon the existing development conditions of the site and a few aspects of the proposed use. The applicant has provided a development agreement for review by the Planning Commission and City Council that outlines these items. Due to additional restrictive covenants of the Dollar Tree store and this property, the development agreement includes two additional modifications for consideration. Following review of the proposed development agreement (including the additional items), Staff finds that the requested modifications are appropriate and recommends that the Planning Commission forward approval of the agreement to the City Council.

Utah State Code – Development Agreements

As part of the 2021 Utah State Legislative Session, amendments to the Land Use Development and Management Act (LUDMA) of State Code were made regarding development agreements. Development agreements are now clearly defined and how they can be used. As part of these amendments, it was clarified that if a development agreement is used to modify or alter code standards for a specific development, the same process that is used for ordinance amendments must be followed. The reasoning is that like a zoning text amendment, a development agreement is changing the standards for a specific development and therefore should be subject to the same level of public participation and public process as an ordinance amendment. Therefore, because



this development agreement includes modifications from the Form-Based Code standard, a public hearing must be held with the Planning Commission and again with the City Council as part of the review and approval process of the agreement.

Development Agreement Restrictions

As outlined in the restrictions section of the development agreement, the following modifications are allowed with the additional two provided for consideration. The following text is pulled from subsections 2 and 3 of the restrictions section of the development agreement.

1. Form-Based Code Modifications for Project Improvements. The Parties agree that the Project will comply with the conditions of approval outlined in the Exhibit C and the Form-Based Code and City development standards, with the exception of the following specific and limited modifications:

- a. The existing four-foot (4') sidewalk and five and a half foot (5.5') street buffer may remain in place provided that the missing street trees be replaced with the correct type of street tree allowed by the Form-Based Code. The replacement street trees must be selected from the small or medium street tree list found on page 36 of the Form-Based Code.
- b. The building may be located at the proposed location depicted on Exhibit D, provided that the building design comply with the standards of the Form-Based Code.
- c. Parking may be located between the building and the street within the front yard area as shown on the submitted plans (Exhibit D).
- d. The building is allowed to occupy less than 50% of the front property line coverage due to the size and orientation on the property.
- e. The drive-through stacking lanes and the drive-through canopy are permitted in the proposed locations on the submitted plans (Exhibit D) and are not required to be located along the rear façade or within the rear yard of the building.
- f. The District Transition Buffer standards within the Form-Based Code may be waived in favor of the previously approved existing buffer along the west property line.
- g. The free-standing row of parking stalls within the front yard area may remain without a landscape median, as previously approved and installed.

2. Additional Exceptions to Form-Based Code or City Development Standards. In addition to the modifications to the Form-Based Code outlined above, the Parties agree on the following



two (2) exceptions of the code, due to constraints of the restrictive covenants outlined in the Recitals:

- a. 4- Impervious surfaces: due to the restrictive covenants of the overall commercial development, the site is not able to comply with the maximum impervious coverage calculations of the form-based code.
- b. 14- Landscape island location: due to the restrictive covenants of the overall commercial development, the landscape island must remain as is and cannot be altered.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

The proposed development agreement will improve *Clearfield's Image, Livability, and Economy* by providing clear direction for the future development of this site. The agreement will allow minor modifications from the Form-Based Code to permit construction of the proposed commercial drive-through business.

FISCAL IMPACT

None

ALTERNATIVES

The City Council may make changes to the development agreement following discussion of the proposed language and other applicable items.

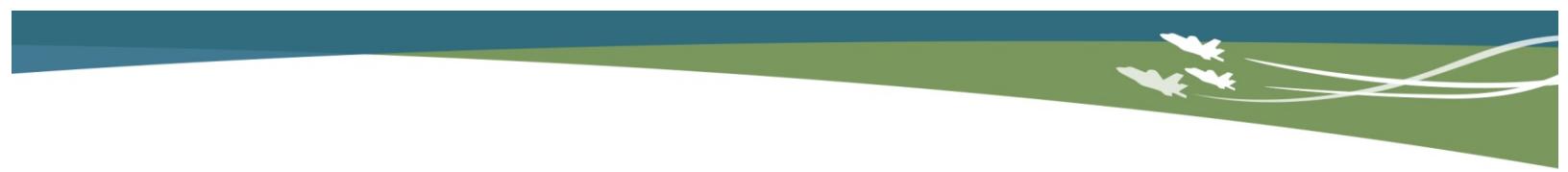
SCHEDULE / TIME CONSTRAINTS

If the City Council chooses to table, the item at the policy session then the item will need to be tabled to a date specific.

STAFF RECOMMENDATION/CONCLUSION

Staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to the City Council for the proposed development agreement based upon the following findings:

1. The proposed development agreement is consistent with the development standards and process of the Downtown Clearfield Form-Based Code.



- 2. The proposed development agreement complies with the standards for development agreements outlined in City Code.
- 3. Execution of the development agreement provides direction and regulatory guidance for the property owner and the City.

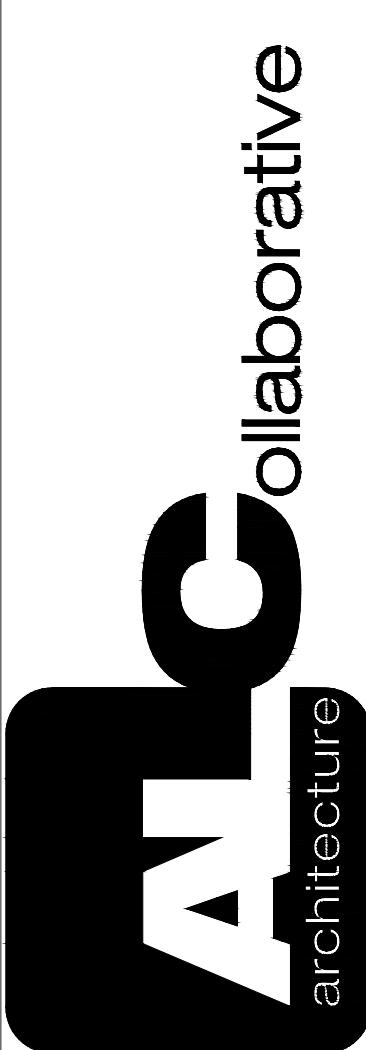
LIST OF ATTACHMENTS

- 1. Site Plan
- 2. Draft Development Agreement

SITE NOTES

- A. VERIFY ALL EXISTING GRADING.
- B. UNLESS NOTED OTHERWISE, ALL WALKING SURFACES ARE TO BE GRADED AT NO MORE THAN 5% IN THE DIRECTION OF TRAVEL AND NO MORE THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL, SEE CIVIL FOR ACTUAL GRADING.
- C. UNLESS NOTED OTHERWISE, FINISHED FLOOR ELEVATION IS TO BE AT MINIMUM 18" ABOVE THE HIGHEST ADJACENT CROWN OF THE ADJACENT STREET, SEE CIVIL FOR ACTUAL FINISHED FLOOR.
- D. UNLESS NOTED OTHERWISE, PROVIDE DRAINAGE SWALES WITH BANKS THAT DO NOT EXCEED 33%.
- E. PROVIDE LANDSCAPING AND IRRIGATION THAT MEETS OR EXCEED ALL APPLICABLE STANDARDS AS REQUIRED BY THE CITY OF CLEARFIELD.

REVISIONS	DATE
NO.	100% CONSTRUCTION DOCUMENTS
CD	.



KEYNOTES

- ① TYPICAL HANDICAP SPACE W/ SYMBOL, RAMP & SIGN.
- ② PROPOSED TRASH ENCLOSURE. SEE DETAIL 1/AS1.2
- ③ PROPOSED SIDEWALK OVER COMPACTED SAND & GRAVEL BASE WITH CONTROL JOINTS @ 6'-0" O.C. AND EXPANSION JOINTS @ 20'-0" MAX, WITH LIGHT BROOM FINISH, SLOPE FOR POSITIVE DRAINAGE AWAY FROM BUILDING. SEE DETAIL 5/AS1.2
- ④ HANDICAP ACCESS LANE WITH 4" WIDE DIAGONAL PAINTED STRIPING @ 24"-0".
- ⑤ TYPICAL STANDARD SPACE. (9'-0" X 18'-0")
- ⑥ EXISTING LANDSCAPING TO REMAIN.
- ⑦ TYPICAL PARKING STRIPING WITH (2) COATS 4" WIDE REFLECTIVE TRAFFIC WHITE PAINT.
- ⑧ ASPHALT PAVING (SEE CIVIL)
- ⑨ PROPERTY LINE (SEE/VERIFY W/ CIVIL)
- ⑩ LANDSCAPING AREAS. TREES AND SHRUBS SHOW GENERAL LOCATIONS. SPECIFICATIONS FOR PLANTINGS WILL BE PROVIDED AT A FUTURE DATE.
- ⑪ REPLACE DEAD OR MISSING TREES. SEE PAGE 36 OF THE FBC FOR OPTIONS.
- ⑫ AREA OF CONSTRUCTION
- ⑬ ACORN STREET LIGHT
- ⑭ DIAGONAL STRPING
- ⑮ MONUMENT SIGN BY OTHERS. SEE 2/AS1.1
- ⑯ WASHED AGGREGATE CONCRETE PAD
- ⑰ SNOW STACKING AREA
- ⑱ LINE WHERE EXISTING PAVEMENT ENDS. EXISTING ADJACENT SURFACE IS DIRT.

LEGEND



EXISTING LANDSCAPING TO REMAIN

CONSTRUCTION LIMIT LINE

PROJECT FOR: SHANE MURPHY - JAVA ESPRESSO
585 NORTH MAIN STREET
CLEARFIELD, UTAH

DRAWN BY: JM, AB
CHECKED BY: RF, EA
JOB # 18117
DATE: 06/09/2021

SITE PLAN

AS1.1



SITE PLAN

1 SCALE: 1/16" = 1'-0"

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6.9.2021

JEFFREY R. LIKES

1

IMPERVIOUS
79%

SEMI-PERVIOUS
1%

IMPERVIOUS
79%

When Recorded Return To:

WM Investment LLC
4241 N. Winfield Scott Plaza, Suite 201
Scottsdale, Arizona 85251

Tax Parcel Nos. 14-530-0002.

JAVA ESPRESS DEVELOPMENT AGREEMENT

This *Development Agreement* (“**Agreement**”) is made with respect to the Property, as identified below, by Clearfield City, a political subdivision of the State of Utah (“**City**”), and WM Investment LLC, an Arizona limited liability company (“**Owner**”). Hereinafter, collectively referred to as the “**Parties**.”

RECITALS

A. Owner owns certain real property (“Property”) located at 585 North Main Street, Clearfield, Davis County, Utah, within the municipal limits of the City, as more particularly described in Exhibit A, attached hereto.

B. The Property is generally located to the southwest of the intersection at M Street and Main Street (in the “Dollar Tree Shopping Center”).

C. Owner desires to develop the Property as a freestanding single tenant retail building of approximately 800 square feet, with a drive-through intended to accommodate and increase customer accessibility (“Project”).

D. In connection with the City’s approval of the site plan and other required approvals for the Project (collectively, the “**Approvals**”), the parties have agreed to certain terms and conditions regarding the use of the Property.

E. The City has previously granted approval for a drive-through site plan with conditions provided on the notice of decision dated August 9, 2016 (Exhibit B).

F. In February 2020, the City has subsequently changed the zoning to the form-based code of C-C (Gateway Corridor Commerce).

G. The City granted approval of a site plan at the Property with noted exceptions provided within the notice of decision dated January 7, 2021 and civil engineering letter dated December 21, 2020 (Exhibit C).

H. Current Owner site plan is attached (Exhibit D).

I. In 2016, the Owner and adjacent parcel owner of the Dollar Tree entered into certain restrictive agreements governing parking locations, site plan restrictions, access, truck circulation, trash enclosures, and drainage that effect both parcels in the shopping center which are unable to be modified.

J. The Dollar Tree and common shopping center improvements were constructed in 2017 to accommodate the Dollar Tree building and a building pad to accommodate an up to 2,240 square foot drive through building (Subject property which has subsequently been revised to an approximately 800 square foot building) and share a mutually engineered development for the purpose of parking, access, landscaping, and drainage in the shopping center (Exhibit D).

RESTRICTION

For valuable consideration, acknowledged and received, the parties agree as follows:

1. Incorporation of Recitals. The Recitals stated above are incorporated herein by this reference as a part of this Agreement.
2. Form-Based Code Modifications for Project Improvements. The Parties agree that the Project will comply with the conditions of approval outlined in the Exhibit C and the Form-Based Code and City development standards, with the exception of the following specific and limited modifications:
 - a. The existing four-foot (4') sidewalk and five and a half foot (5.5') street buffer may remain in place provided that the missing street trees be replaced with the correct type of street tree allowed by the Form-Based Code. The replacement street trees must be selected from the small or medium street tree list found on page 36 of the Form-Based Code.
 - b. The building may be located at the proposed location depicted on Exhibit D, provided that the building design comply with the standards of the Form-Based Code.
 - c. Parking may be located between the building and the street within the front yard area as shown on the submitted plans (Exhibit D).
 - d. The building is allowed to occupy less than 50% of the front property line coverage due to the size and orientation on the property.
 - e. The drive-through stacking lanes and the drive-through canopy are permitted in the proposed locations on the submitted plans (Exhibit D) and are not required to be located along the rear façade or within the rear yard of the building.
 - f. The District Transition Buffer standards within the Form-Based Code may be waived in favor of the previously approved existing buffer along the west property line.

g. The free-standing row of parking stalls within the front yard area may remain without a landscape median, as previously approved and installed.

3. Additional Exceptions to Form-Based Code or City Development Standards. In addition to the modifications to the Form-Based Code outlined above, the Parties agree on the following two (2) exceptions of the code, due to constraints of the restrictive covenants outlined in the Recitals:

- a. 4- Impervious surfaces: due to the restrictive covenants of the overall commercial development, the site is not able to comply with the maximum impervious coverage calculations of the form-based code.
- b. 14- Landscape island location: due to the restrictive covenants of the overall commercial development, the landscape island must remain as is and cannot be altered.

4. Run with the Land. This Agreement and the terms and conditions therein will run with the land and be binding and Owner, and their respective successors, assigns, beneficiaries, and grantees. The Agreement will survive any subdivision of the commercial Property and will apply in full force to each lot created on the Property.

5. Enforcement. This Agreement will be governed by the laws of the State of Utah. The parties agree to the jurisdiction and venue of the state courts in the county where the Property is located to resolve any dispute arising from, or pertaining to, this Agreement. The City may enforce this Agreement against Owner, and any successor, assign, beneficiary, or grantee having, or claiming, any interest in the Property.

6. Validity and Severability. If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

7. Amendments. This Agreement may be amended only in writing signed by the parties hereto.

8. No Joint Venture. This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate government entity is established by this Agreement.

DATED the _____ day of _____ 2021.

OWNER

**WM Investment LLC, an Arizona limited liability
company**

By: _____

Name: _____

Title: _____

STATE OF UTAH)

ss:

COUNTY OF _____)

The foregoing Development Agreement was acknowledged before me this _____
day of _____, 2019, by _____ as the
_____ of WM Investment LLC .

[Seal]

NOTARY PUBLIC

CITY

CLEARFIELD CITY, a Utah municipality

By: _____

Name: _____

Title: _____

Attest:

City Recorder

The foregoing Development Agreement was acknowledged before me this _____
day of _____, 2019, by _____ as

of Clearfield City and as _____ as City
Recorder.

[Seal]

NOTARY PUBLIC

EXHIBIT A
(Legal Description of Property)

**LOT 2, DOLLAR TREE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
MAY 31, 2017 AS ENTRY NO. 3023391 IN BOOK 6776 AT PAGE 1188 OF OFFICIAL DAVIS
COUNTY, UTAH RECORDS.**

EXHIBIT B



Community Development
55 South State Street
Clearfield, UT 84015
Phone: 801.525.2780
Fax: 801.525.2865

August 9, 2016

Penny Dennis
ESI Construction
3300 E. Louise Drive #300
Meridian, ID 83642

RE: Notice of Decision for SP 1607-0002 - Site Plan, Drive-thru restaurant shell, 585 N. Main Street, (TIN: 14-071-0039)

Dear Ms. Dennis,

The request for a Site Plan approval for a Drive-thru restaurant shell to be constructed, at approximately 585 N. Main Street (TIN: 14-071-0039), was **approved** by the Planning Commission on August 3, 2016, subject to the following conditions:

1. The Construction Documents submitted for building permits shall be in substantial conformance with the documents submitted in this Site Plan approval, SP 1607-0001; however, they will also include and address the following:
 - a. The final engineering design (construction drawings) submitted for site improvements shall meet City standards and be to the satisfaction of the City Engineer.
 - b. The final building plans submitted shall meet building safety standards and be to the satisfaction of the City Building Official.
 - c. The final building plans shall meet the minimum standards for building materials as established in C-2 Zone. The final building plans shall conform to Chapter 18 Design Guidelines. The proposed architectural materials are a stucco and rock finish, and must be painted and maintained.
 - d. **Design and architecture for the building will be reviewed by the Planning Commission at the time a tenant is obtained.**
 - e. The appropriate number of parking stalls shall be delineated and designed for the site and shown on submitted construction drawings. An adequate number of stalls must meet ADA standards. Parking Stalls must be 9x20.
 - f. Site circulation must be designed in such a manner that on site traffic flow is not impeded. Adequate paved markings and/or signage shall be provided and incorporated on the site.
 - g. New lighting for the site, either parking lot or exterior to the building shall be shown on the construction documents and meet City Code.
 - h. A minimum of 10 percent landscaping shall be provided and meet the minimum standards set forth in 11-13-23.
 - i. Proposed signage must meet Title 11, Chapter 15 standards. Signs are not included as part of this Site Plan approval. Separate review and approval will be required.

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Community Development
55 South State Street
Clearfield, UT 84015
Phone: 801.525.2780
Fax: 801.525.2865

- j. Damaged or missing concrete or asphalt shall be corrected and installed prior to final occupancy being granted.
2. The garbage dumpster must be screened. It is recommended that additional landscaping be added to soften the look of the dumpster enclosure.
3. Site Plan approval is subject to North Davis Fire District review and approval.
4. Site access on a State-owned right-of-way is subject to Utah Department of Transportation (UDOT) review and approval. Applicant to provide written approval from UDOT.
5. An oil/water separator must be installed on the floor drain, and be confirmed to be in working order prior obtaining final occupancy for the structure.
6. The applicant shall provide proof of having obtained and of having maintained, as may be periodically requested by the City, all applicable local, state, and federal permits.

The next step is the resubmittal of any outstanding items outlined in the conditions. Following land use approval you will be permitted to submit for and obtain a building permit and a business license. If you have any questions or need additional information, please feel free to contact me either at (801) 525-2785 or Spencer.Brimley@clearfieldcity.org.

Sincerely,

Spencer W. Brimley, MRED
Development Services Manager

CC : SP 1607-0001 Case File
Chris Horrocks, *Building Permit Technician (via email)*
Stacy Millgate, *Business License Official (via email)*
John Taylor, *North Davis Fire District (via email)*
Dan Schuler, *Storm Water Manager (via email)*



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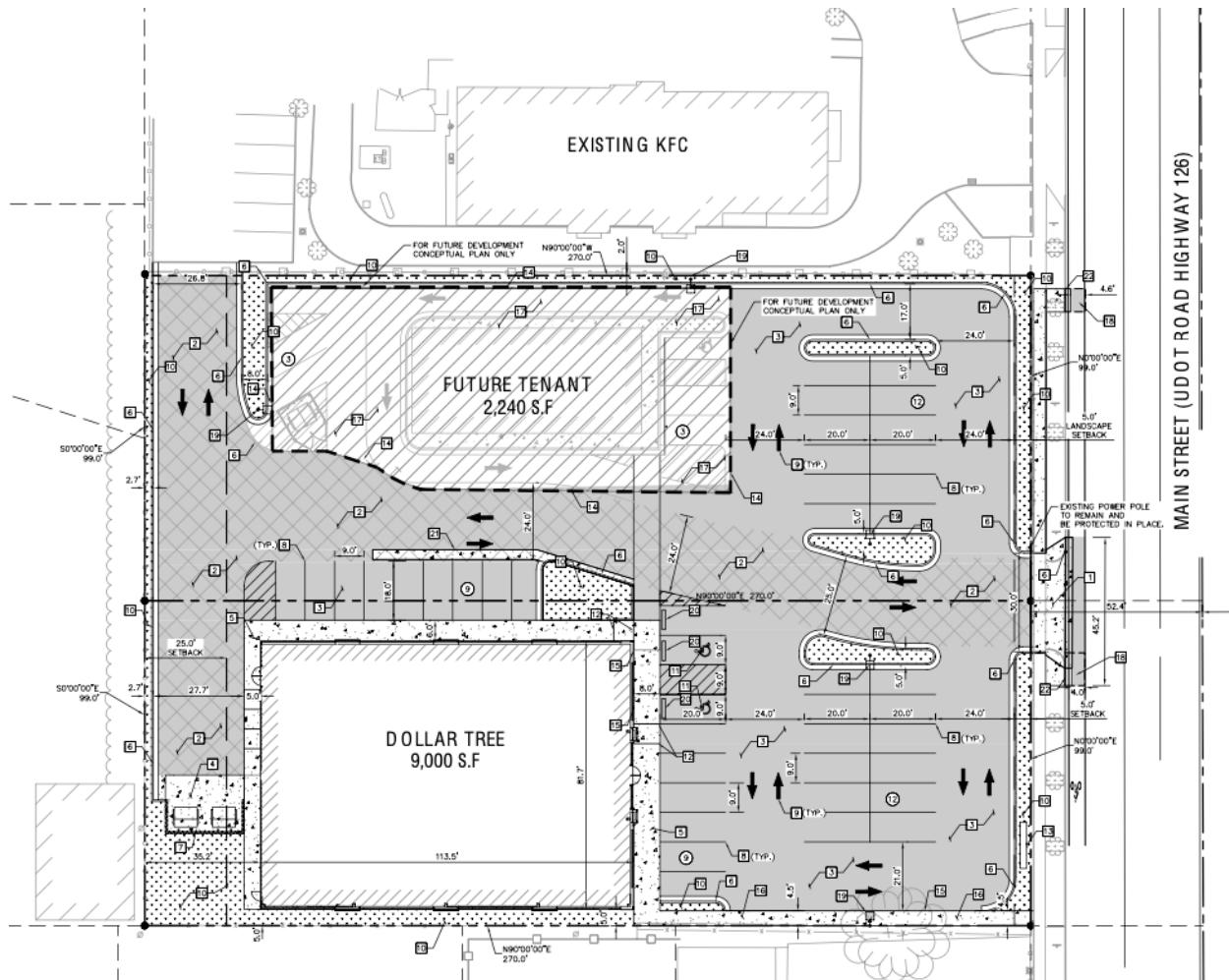


EXHIBIT C



Community Development

55 South State Street

Clearfield, Utah 84015

P: 801.525.2780

F: 801.525.2865

January 7, 2021

Robert Fahrenbacker
301 Park Avenue
Idaho Falls, ID 83402

Project Name: Java Espresso - Clearfield
File Number: SP 2020-120068
Property Location: 585 N. Main Street
TIN: 14-530-0002
Zone: C-C (Gateway Corridor Commerce)
Decision Date: Wednesday, January 6, 2021

To Whom it May Concern,

On Wednesday, January 6, 2021, the Clearfield City Planning Commission granted approval of the Site Plan application for the proposed Java Espresso for the above listed property subject to the following conditions:

CONDITIONS OF APPROVAL – SITE PLAN REVIEW

- 1) A development agreement shall be executed between Clearfield City and the property owner/developer to allow the following modifications to the Form-Based Code standards:
 - a. The existing four-foot (4') sidewalk and five and a half foot (5.5') street buffer may remain in place provided that the missing street trees be replaced with the correct type of street tree allowed by the Form-Based Code. The replacement street trees must be selected from the small or medium street tree list found on page 36 of the Form-Based Code.
 - b. The building may be located at the proposed location provided that the building design comply with the standards of the Form-Based Code.
 - c. Parking may be located between the building and the street within the front yard area as shown on the submitted plans.
 - d. The building is allowed to occupy less than 50% of the front property line coverage due to the size and orientation on the property.
 - e. The drive-through stacking lanes and the drive-through canopy are permitted in the proposed locations on the submitted plans and are not required to be located along the rear façade or within the rear yard of the building.



Community Development

55 South State Street

Clearfield, Utah 84015

P: 801.525.2780

F: 801.525.2865

- f. The District Transition Buffer standards may be waived in favor of the previously approved existing buffer along the west property line.
- g. The free-standing row of parking stalls within the front yard area may remain as previously approved and installed without a landscape median.

- 2) The plans shall be revised to provide one (1) double acorn streetlight within the buffer area between the two center street trees as required by code.
- 3) All missing street trees shall be replaced with street trees from the small or medium street tree list found on page 36 of the Form-Based Code. All damaged or missing tree grates shall be replaced with the city standard tree grate found in Appendix A of the code.
- 4) The site shall be designed, and the plans revised to have no more than seventy percent (70%) of impervious coverage and no more than twenty percent (20%) semi-pervious coverage.
- 5) The plans shall be revised for the minimum story height to be twelve feet (12').
- 6) The flat roof shall be revised to have a minimum eave depth of fourteen inches (14") and a minimum thickness of eight inches (8").
- 7) The front building façade shall be revised to comply with the minimum blank wall limitation and transparency standards for a commercial building as required by code.
- 8) The principal entry shall be located along the front façade of the building to comply with code.
- 9) The plans shall be revised to include the building material locations and percentages that comply with the Form-Based Code for primary and secondary materials.
- 10) A total of ten (10) on premises trees shall be provided and shown on the revised landscape plans.
- 11) A minimum five foot (5') wide planting strip shall be placed around the footprint of the building except in areas used for entrances, the drive-through or the outdoor dining area.
- 12) The landscape plan shall be revised to provide a minimum of sixty percent (60%) of the plants as water wise plants and to include shrubs with a minimum size of five (5) gallons at time of planting.
- 13) The parking lot area in the rear yard shall be provided with the parking lot buffer along the north property line as required by code.
- 14) The landscape island located at the north end of the free-standing row of parking within the front yard shall be revised to have a minimum width of five feet (5') and extend the length of the parking stalls as required by code.



Community Development

55 South State Street
Clearfield, Utah 84015
P: 801.525.2780
F: 801.525.2865

- 15) The landscape plan shall be revised to indicate compliance with tree requirements for the parking lot stalls and the tree shade goal as outlined in the staff report.
- 16) The dumpster enclosure shall be located a minimum of ten feet (10') from all property lines and comply with the standards for landscaping as outlined in the Form-Based Code.
- 17) The plans shall be revised to provide one (1) bike rack that meets the minimum standards of the code.
- 18) A snow stacking area shall be added to the plans as outlined in the staff report.
- 19) The plans should be revised to address Engineering requirements as outlined in the review letter dated December 21, 2020.
- 20) The project shall comply with all North Davis Fire District requirements outlined in the review letter dated December 17, 2020.

It is the applicant's responsibility to follow up and meet the conditions necessary to grant final approval. After all of the conditions and requirements of the Planning Commission approval have been resolved the Zoning Administrator will issue the final land use approval. An applicant shall not receive a building permit, until a valid land use approval from the Community Development office has been issued, along with the payment of all outstanding fees. Please revise and resubmit any items listed above in a timely manner.

Any adversely affected person shall have the right to appeal the land use decision rendered by the Planning Commission, by filing in writing, stating the reasons for the appeal, within ten (10) calendar days following written notification by the City. Appeals to this decision shall be submitted to the Clearfield City Recorder.

If you have any questions or need additional information, please feel free to contact me either by phone at 801-525-2784 or by email at brad.mcilrath@clearfieldcity.org.

Sincerely,

Brad McIlrath, Senior Planner

CC: Spencer Brimley, Community Development Director (via email)
Beth Dean, Building Inspector (via email)
Jared Justensen, Staff Engineer (via email)
Braden Felix, Deputy Public Works Director (via email)



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

21 December 2020

Clearfield City
55 South State Street
Clearfield City, Utah 84015

Attn: Brad McIlrath, Senior Planner
Proj: Java Express
Subj: Review #1

Dear Brad,

Attached is our review of the "Preliminary Plans" of the above referenced Site Improvement Drawings for your consideration. The following comments will need to be addressed prior to our recommended approval.

General Notes:

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

Improvement Drawings:

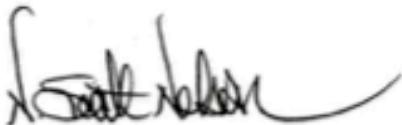
1. Notes need to be placed on the Site Plan Improvement Drawings indicating all deteriorated, damaged or missing surface improvements surrounding the perimeter of the development and on-site be replaced or installed; i.e., curb and gutter, sidewalk, landscaping park strip improvements, asphalt patching, landscaping replacement, site lighting, dumpster screening, concrete improvement, etc.
2. The "Grading Plan" will need to be prepared and submitted for review.
3. A "Geotechnical Report" needs to be prepared and submitted for review. The prior geotechnical review for the "Dollar Tree" may be updated, signed by the geotechnical engineer and submitted for review.

4. A "Storm Water Plan" must be prepared and submitted for review. All storm water must be collected and then filtered prior to discharge into the existing underground storage basin on the westerly side of the existing "Dollar Tree" building. All collection boxes and piping facilities will need to be shown on the drawings.
5. A "Storm Water Maintenance Plan" needs to be prepared for this site and submitted for review.
6. A "Utility Plan" needs to be submitted for review. All utilities need to be designed and shown on the drawings. All irrigation facilities must be connected to the City culinary water system via a reversed flow, double-check backflow device.
7. The "Storm Water Pollution and Prevention Plan" (SWPPP) and associated "Best Management Practices" – BMP will need to be prepared and submitted.
8. Details of all improvements need to be placed in the drawings, i.e., water meter, sewer clean-outs, manholes, culinary water and sanitary sewer connections to the City main line, storm water collection facilities, roof drains, pavement thickness per the geotechnical report, curb & gutter, waterways, etc.

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

Sincerely,

CEC, Civil Engineering Consultants, PLLC.

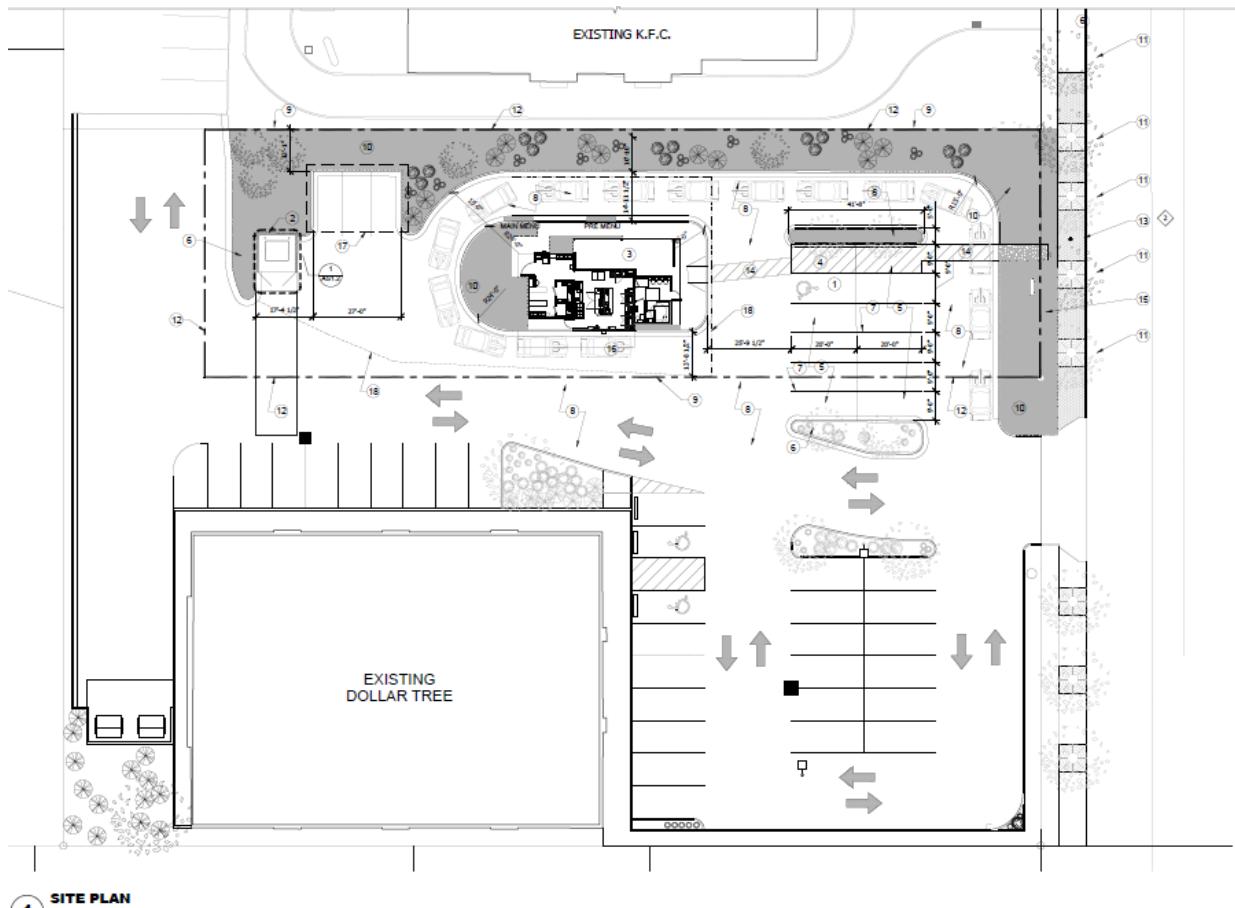


N. Scott Nelson, P.E., S.E.

City Engineer

Cc. Adam Favero, Public Works Director
Braden Felix, PE, Deputy Public Works Director
Brad Wheeler, Street Superintendent
Kenny England, Utility Superintendent
Jared Justensen, EIT, Community Services Engineer

EXHIBIT D





STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, July 27, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on **RZN 2021-060036**, a zoning map amendment request by Clearfield City to rezone the subject properties from R-2 (Residential) to P-F (Public Facilities). **Location:** 1050 S. State Street (TIN's: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, & 12-067-0063). **Project Area:** 8.273. **(Legislative Action).**

PLANNING COMMISSION RECOMMENDATION

On July 7, 2021, the Planning Commission forwarded a recommendation of **APPROVAL** to the City Council for **RZN 2021-060036** as proposed. The vote was unanimous.

DESCRIPTION / BACKGROUND

The subject properties encompass the entirety of the Clearfield City Cemetery, as well as an Aaron's Mortuary and Crematory located near the center of the cemetery. With the current zoning designation of R-2, the mortuary and crematory is a legal non-conforming use, and as such, would not be able to expand due to the legal limitations placed on non-conforming uses and structures. In addition to this site and use non-conformity, the City has plans for the expansion of the cemetery to the west to formally develop all the associated parcels as the cemetery. By rezoning the parcels to P-F, the mortuary and crematory would be a legal conforming use. Additionally, Clearfield City sees the rezone as a vital component for the future growth and long-term establishment of the cemetery.

The Clearfield City General Plan states, "The P-F Public Facilities Zone is appropriate for such uses as churches, schools, public buildings, open space, parks, public utilities, public owned property and other related uses..." The table on page 8 of the General Plan indicates the appropriate zoning classifications for the different land use categories. The P-F (Public Facilities) Zone is in the only appropriate zone classification identified for public uses. The General Plan Future Land Use Map includes public uses within the residential classification color.

Public Comment

A property notice was posted on June 25, 2021, with mailed notices also sent that same day. As of the date of this report, the owners of the mortuary and crematory have expressed opposition to the rezone. They have expressed that they would like the property to remain in the R-2 Zone to provide future development opportunities.

PUBLIC COMMENT

A property notice was posted on June 25, 2021, with mailed notices also sent that same day. As of the date of this report, the owners of the mortuary and crematory have expressed opposition to the rezone prior to the Planning Commission meeting.

LAND USE ORDINANCE OR ZONING MAP AMENDMENT ANALYSIS

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

Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals the General Plan and Map as the appropriate zone for the current and future cemetery use of the properties.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	With a high need for residential development, it is important to rezone any city-owned properties that are not intended for residential development. The cemetery is a long-standing use that is anticipated to reach capacity in the near future for the current cemetery area. As such, there is a need to expand that is supported by the City Council. The rezone of the subject properties to the P-F Zone is intended to further establish this area for the future expansion of the cemetery and associated uses, while eliminating the possibility for residential development on the subject parcels.

GENERAL PLAN ANALYSIS

The Clearfield City General Plan outlines the overall community vision and provides land use guidelines located in Chapter 2 - Land Use Element, which should be followed throughout the City. Chapter 3 – Transportation, addresses goals and policies to ensure balance between future transportation needs that come with future land use development. The following three sections

are an analysis of the land use guidelines, the applicable land use goal and policy, and transportation aspects of the General Plan.

Land Use Guideline	Staff Analysis
<p>1. <i>The identity of Clearfield City should be strengthened by land uses which improve the image of the community and foster a positive, healthy living environment conducive to long-term residency.</i></p>	<p>Rezoning these properties will further establish this area for the Clearfield City Cemetery and preserve the area for that use for current and future residents. Proposed improvements following the rezone will improve the image of the community.</p>
<p>2. <i>The relationship of planned uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.</i></p>	<p>As Clearfield continues to grow, the need to have a well-established and well-maintained cemetery increases. City-owned properties envisioned for the future use in the cemetery should be preserved for future generations.</p>
<p>3. <i>Redevelopment should emphasize the reuse of developed areas and existing community resources in such a way as to increase the livability and aesthetics of the City.</i></p>	<p>The expansion/redevelopment of the cemetery following the rezoning will capitalize on the existing community resource and will increase the livability and aesthetics of the City.</p>
<p>4. <i>The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.</i></p>	<p>Not applicable.</p>
<p>5. <i>Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available.</i></p>	<p>The inclusion of all the properties for the cemetery, including the Aaron's Mortuary and Crematory properties is essential to ensure compatible land uses within the cemetery boundary.</p>

<p><i>Adequate screening and design should be provided to protect existing residential areas from more intense land uses.</i></p>	
<p>6. <i>Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.</i></p>	<p>Not applicable.</p>
<p>7. <i>Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.</i></p>	<p>Not applicable.</p>
<p>8. <i>An interconnecting public open space system should be provided, including pedestrian linkages, recreational areas, natural areas, on-road cycling facilities, and drainage ways.</i></p>	<p>The rezone of this property would not impede connections or linkages with the current public open space system. The future expansion and improvement of the cemetery will provide additional connections and areas for passive/quiet recreation.</p>
<p>9. <i>Commercial and manufacturing uses should be highly accessible, clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.</i></p>	<p>Not applicable.</p>
<p>10. <i>The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer choice in mobility and transportation.</i></p>	<p>Not applicable.</p>

<p><i>11. The remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.</i></p>	<p>The remaining city-owned vacant land on the west end of the cemetery should be preserved and developed as part of the cemetery. With a growing population, the City will need future space for the burial of residents and non-residents that can be appropriately located and buffered from higher intensity uses.</p>
<p><i>12. The quality and usefulness of parks and open space should be maximized. Open spaces that are small, inaccessible, difficult to maintain, or encumbered by utilities, drainage basins, or excessive slopes should not be encouraged.</i></p>	<p>By rezoning these properties and expanding the cemetery to the west, these open space properties will be maximized.</p>
<p><i>13. Manufacturing and industrial activities should be limited to those areas already zoned for such uses.</i></p>	<p>Not applicable.</p>
<p><i>14. Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.</i></p>	<p>Not applicable.</p>
<p><i>15. Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.</i></p>	<p>Preservation of the cemetery land to the west and the currently used land is important for the future growth and well-being of the city. Future residential uses within the current cemetery boundary would be detrimental to the purpose of the cemetery to be a place of thought and remembrance.</p>



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 ensuring the long-term viability and preservation of the Clearfield Cemetery.

STAFF RECOMMENDATION; FINDINGS & CONCLUSION

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

1. The proposed zoning map amendment is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. Development of this property with residential uses is inconsistent with the current and future use of the properties for the cemetery.
3. Preservation of open spaces and the cemetery land is vital for current and future residents.

FISCAL IMPACT

None

ALTERNATIVES

The City Council may discuss and/or recommend an alternative to that of the Planning Commission's recommendation.

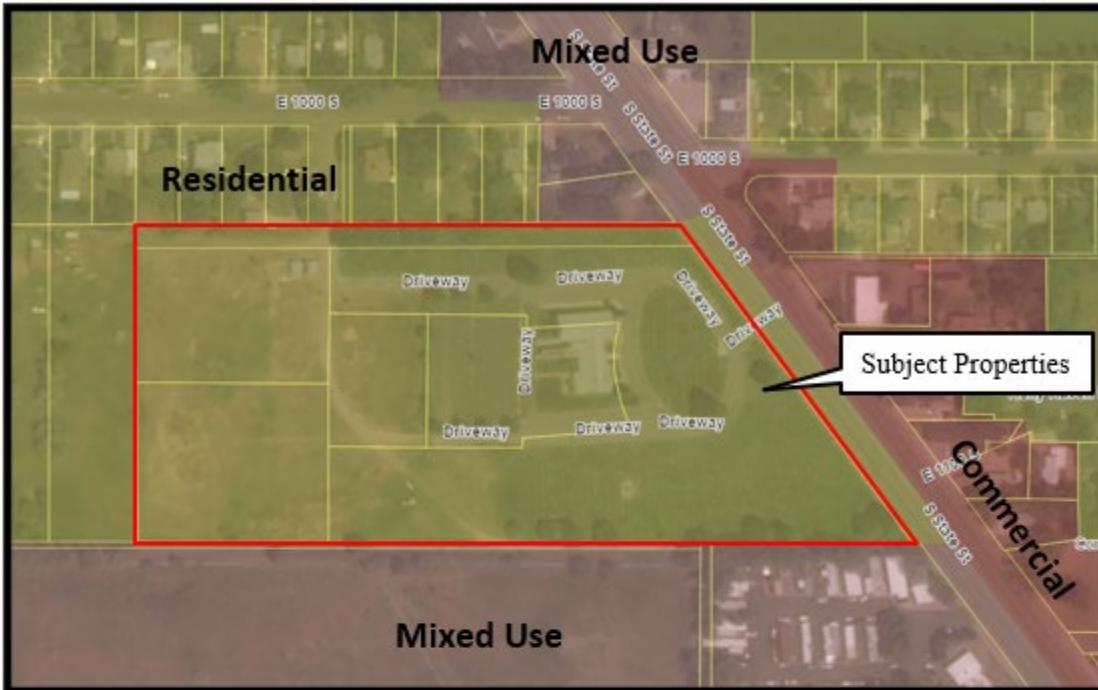
SCHEDULE / TIME CONSTRAINTS

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.

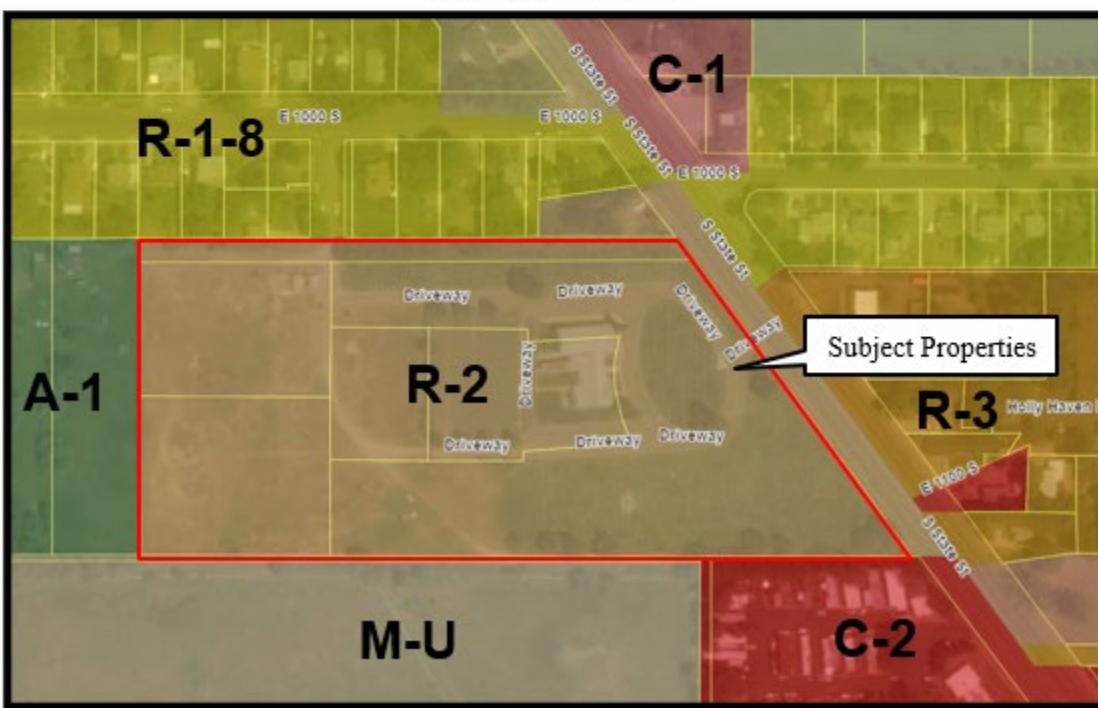
LIST OF ATTACHMENTS

1. General Plan Map
2. Zoning Map
3. Ordinance 2021-10

GENERAL PLAN



CURRENT ZONING



CLEARFIELD CITY ORDINANCE 2021-10

AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY 1050 SOUTH STATE STREET (TINS: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, AND 12-067-0063), CLEARFIELD CITY, DAVIS COUNTY, FROM (R-2) RESIDENTIAL TO (PF) PUBLIC FACILITIES AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones property located at approximately 1050 South State Street (TINs: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, and 12-067-0063), Clearfield City, Davis County, from (R-2) Residential to (PF) Public Facilities and amends the City's Zoning Map to reflect those changes.

WHEREAS, the City's Community Services department is requesting changes in the zoning for certain properties located within the City in order to assure that those properties are zoned appropriately and reflect the City's planning efforts as set forth in the City's General Plan; and

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

WHEREAS, the Clearfield City Council received and reviewed the proposed zoning changes recommended by the Clearfield City Planning Commission; and

WHEREAS, following proper notice, as set forth by state law, the City Council held a public hearing on the matter and allowed public comment thereon; and

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

WHEREAS, following its public deliberation, the City Council has determined that the zoning change listed below is in the best interests of Clearfield City, its residents as well as businesses and will most effectively implement the City's planning efforts;

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

Section 1. Zoning Change: The zoning for the following property is hereby changed as specified below:

Property located at approximately 1050 South State Street (TINs: 12-067-0094, 12-067-0093, 12-067-0066, 12-067-0064, and 12-067-0063), Clearfield City, Davis County, Utah from (R-2) Residential to (PF) Public Facilities.

Section 2. Amendment to Zoning Map: The Clearfield City Zoning Map is hereby amended to reflect the change in zoning outlined in Section 1 above and the City Planner is hereby directed to have a new Zoning Map prepared showing said rezoning.

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

Dated this 27th day of July, 2021, 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:



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, July 27, 2021

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 2021-060037**, a zoning text amendment request by Clearfield City to modify landscaping standards to address industrial development in the city. **Subject Code References:** Manufacturing Zone (M-1): Section 11-11D-11A; Landscaping Standards and Requirements: Sections 11-13-23 A1, A2, & C; and Off-Street Parking and Loading: Sections 11-14-5 F & G. (**Legislative Action**).

PLANNING COMMISSION RECOMMENDATION

On July 7, 2021, the Planning Commission forwarded a recommendation of **APPROVAL** to the Clearfield City Council for **ZTA 2021-060037**. The vote of approval was 6-2.

DESCRIPTION / BACKGROUND

Some time ago, Staff began to contemplate the need to amend the current landscaping standards for industrial developments (and others) within the City to increase water conservation, while balancing the need to ensure adequate beautification of developments. Ongoing drought conditions have caused a declaration of a State of Emergency which is a present issue to all Utah residents, but a growing problem that Cities and State officials have been aware of for many years.

The development of the Lifetime Products Distribution Facility, coupled with the current drought conditions, and likely future drought conditions, have made addressing landscape standards an urgent need for the City and for Lifetime Products. Both parties have met with representatives from Weber Basin Water to review the proposed landscaping design for the facility. These meetings and numerous discussions resulted in the attached proposed text amendment that is intended to ensure the beautification of properties, reduce the demand on water resources, and require more sustainable aesthetic, and efficient landscaping.

In addition to the proposed landscape standard amendments within the Land Use Title of the City Code, with specific applicability to properties in the M-1 zone, Staff is also proposing several additional related amendments that are intended to result in the ability of the City to more efficiently manage and enforce the landscaping standards of the code.

The proposed changes are outlined below with additional information for each change. Based upon direction provided by the City Council during a work session on July 20, 2021, additional language has

been added to the Manufacturing Zone for frontage landscaping. That additional language is indicated with green text.

1. Manufacturing Zone (M-1) Percentage Change

Based upon previous applications and review of other municipal landscaping standards for industrial zones, Staff recommends that the minimum required landscaping and open space for properties in the M-1 (Manufacturing) Zone be reduced from ten percent (10%) to five percent (5%). This change will help avoid the need to have a development agreement for reductions in percentages that we have seen in the past and provide more emphasis for landscaping in industrial properties where it provides the highest benefit to beautification as well as functionality of the site. The proposed change would be reflected in the land use ordinance as follows:

ARTICLE D. MANUFACTURING ZONE (M-1)

11-11D-11: OTHER REQUIREMENTS:

- A. Landscaping And Open Space: A minimum of five percent (5%) ~~ten percent (10%)~~ of the total lot or parcel area shall be provided as landscaped open space. All yard areas between a street frontages and buildings, parking areas, or storage areas which are not used for vehicular or pedestrian access shall be landscaped with a minimum buffer landscaping depth of ten feet (10'). All landscaping shall comply with the provisions of chapter 13 of this title.

2. Landscaping Standards and Requirements for Industrial Properties

To have more water efficient landscaping designs, Staff proposes the following changes to the quantities of trees and shrubs required for industrial properties. The proposed change would be reflected in the land use ordinance as follows:

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

A. Landscaping Standards:

1. All open space required by this title shall be landscaped with a minimum of one tree for every five hundred (500) square feet of landscaped area. For industrially zoned properties, a minimum of one tree for every one thousand (1,000) square feet of landscaped area is required. All new deciduous trees required by this title shall have a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. All new evergreen trees required by this title shall have a minimum size of six feet (6') in height. All trees to be installed on public property or on property to be maintained by the city shall be subject to approval by the city arborist or designee.
2. All open space required by this title shall be landscaped with a minimum of one shrub for every three hundred (300) square feet of landscaped area. For industrially zoned properties, a minimum of one shrub for every six hundred (600) square feet of landscaped area is



required. All new shrubs required by this title shall be a minimum of one-gallon containerized stock plant that will attain a height of at least two feet (2').

3. Bonding for Landscaping

Due to enforcement challenges with the current bonding requirements for landscaping improvements, Staff recommends that the following changes be made to clearly indicate when a bond would be used to guarantee landscaping improvements. Only in the cases of inclement weather and for a period no greater than six months may a developer/builder bond for landscaping improvements. In every other circumstance, the developer/builder (as currently stated in the code) must install landscaping prior to being granted occupancy for the building. If the landscaping is not installed, and there is no evidence of inclement weather, occupancy will not be granted for the building until the improvements have been completed. Inclement weather typically includes late autumn, winter, or early spring conditions and may also include conditions of severe drought or shortage of water supply due to weather conditions. The proposed change would be reflected in the land use ordinance as follows:

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

C. Bond/**Escrow** Required: **In cases of inclement weather and** in order to ensure that all required landscaping is installed in an acceptable manner, the developer shall post a separate cash bond with the city **recorder** or establish an escrow account with an appropriate financial institution. The cash bond or escrow account shall be subject to approval by the city engineer and shall be in an amount equal to one hundred twenty five percent (125%) of the estimated costs of construction and installation, as determined by the City, of all required landscaping, parks, playgrounds, recreation facilities, fences, walls, and other amenities shown on the final landscape plan or site plan, as applicable.

4. Exemption for Single-Family Dwellings

In the landscaping standards and requirements section of the code, the completion of landscaping improvements is outlined based upon the type of use. Landscaping timelines for nonresidential uses, single-family dwellings, and for two-family and multiple-family dwellings are established. In Section 11-13-23 H, an exemption is provided for the completion and installation of private landscaping for single-family dwellings. Staff recommends that this exemption be modified to address the completion of improvements, as the code already establishes a timeline standard for the completion and installation of landscaping for front yards, side yards, and rear yards for single-family dwellings. The code would be modified as proposed below to exempt single-family dwellings from the irrigation system requirements and bonding requirements. The proposed change would be reflected in the land use ordinance as follows:

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

H. Exempt: Except as otherwise specified, subsections C, D, E, and F of this section shall not pertain to the completion or installation of private landscaping on individual building lots for single-family dwellings. Single-family dwellings shall comply with all other applicable landscaping standards specified herein.

5. Off-Street Parking and Loading; Interior Parking Lot Landscaping & Perimeter Parking Lot Landscaping

The Off-Street Parking and Loading chapter of the land use title includes standards for parking lot perimeter landscaping and landscaping islands. As the chapter is currently constituted, it refers to all of the standards under the heading of "Landscaped parking lot islands." To provide more clarification of these standards, Staff recommends that this section of the chapter be amended to separate parking lot landscaping standards into two sections: 1. Interior Parking Lot Landscaping; and 2. Perimeter Parking Lot Landscaping. The code currently requires that parking lot islands have a minimum width of five feet (5'). To promote more water efficient landscaping islands, Staff proposes increasing the width of islands to a minimum of nine feet (9') which is the same width of most parking stalls. Wider parking lot islands are more water efficient because they reduce over-spraying of irrigation systems, and provide a larger root system area for the landscaping materials. Additionally, to address industrial development needs for snow removal as well as water efficient landscaping, Staff recommends that a standard be added that exempts industrial properties from the requirement to have interior parking lot islands. With these changes some of the lettering for other subsections are updated. The proposed changes would be reflecting in the land use ordinance as follows:

11-14-5: OFF STREET PARKING AND LOADING:

F. Interior Parking Lot Landscaping: Parking Lot Islands: Landscaped parking lot islands shall be provided as follows:

1. On doubled rows of parking stalls, there shall be a forty-foot (40') long by nine five- foot (9') wide landscaped island on each end of the rows, plus a forty foot (40') long by nine five foot (95') wide landscaped island to be placed at a minimum of every twelve (12) parking stalls. Each island on doubled parking rows shall include a minimum of two (2) deciduous trees, having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscape islands. (Ord. 2009-41, 11-24-2009)
2. On single rows of parking there shall be a twenty-foot (20') long by nine five-foot (95') wide landscaped island a minimum of every twelve (12) stalls. In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than eighteen feet (18')



in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands. (Ord. 2015-19, 12-8-2015)

3. Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area. There shall be a break in parking rows at a minimum of forty-eight (48) parking stalls for each double row of parking for the purpose of facilitating traffic circulation on the site. (Ord. 2009-41, 11-24-2009)

4. Interior parking lot islands are not required for industrial properties in order to facilitate traffic flow for large vehicles and proper snow removal.

G. Perimeter Parking Lot Landscaping:

1. 4. Landscaping shall be required around the perimeter of parking areas. Landscaped areas adjacent to street frontages shall be a minimum of ten feet (10') in width. Landscaped areas adjacent to parcels that have the same land use shall be a minimum of six feet (6') wide. ~~A fence, landscaping screen, or berm is required around the perimeter of the parking area to mitigate escape of light from headlights and other lighting on surrounding property.~~

2. On single rows of parking along the perimeter of a parking lot, there shall be a twenty-foot (20') long by nine five-foot (95') wide landscaped island a minimum of every twelve (12) stalls. In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than eighteen feet (18') in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.

PUBLIC COMMENT

Public notice was placed in the newspaper the weekend of June 26 and 27, 2021, on the State of Utah public notice website, and on the City's website. No public comment has been received to date.

GENERAL FINDINGS

Zoning Ordinance Text Amendment

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 proposed amendments are in accordance with the General Plan which encourages continual evaluation and modifications to adopted ordinances as circumstances require.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	With changes in local and regional water conditions and the need to have water wise landscaping, the proposed changes are supported by this Title. The proposed changes will also emphasize landscaping in areas of clear visibility for industrial properties.

FINDINGS AND CONCLUSION

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

1. Clearfield City landscaping standards should be continually evaluated to address local needs and those of the regional environment.
2. The proposed changes encourage high quality landscaping design, beautification, and efficient use of industrial properties.
3. The proposed changes provide for more effective enforcement of landscaping standards.
4. The proposed changes provide a good starting point for the evaluation of the City's landscaping standards for water wise and efficient landscapes.

CORRESPONDING POLICY PRIORITY (IES)

The proposed ordinance text amendments address the Policy Priorities of *Providing Quality Municipal Services* and *Improving Clearfield's Image, Livability, and Economy* in the following ways.

- The first policy priority emphasized “continuous improvement through innovation.” By updating landscaping standards to address industrial needs and water conservation, the City is continuously improving to better serve the community.
- The second policy priority is being met by ensuring the proper landscaping and beautification for sites that have the most impact on the community image. Additional changes to specifically address frontages of buildings will further support the improvement of Clearfield’s Image in the industrial areas of the City.

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 to comply with public hearing notice requirements.

LIST OF ATTACHMENTS

- Landscaping Changes Sheet
- Ordinance 2021-11

INDUSTRIAL LANDSCAPING MODIFICATIONS

ARTICLE D. MANUFACTURING ZONE (M-1)

11-11D-11: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of five percent (5%) ~~ten percent (10%)~~ of the total lot or parcel area shall be provided as landscaped open space. All yard areas between a street frontages and buildings, parking areas, or storage areas which are not used for vehicular or pedestrian access shall be landscaped with a minimum buffer landscaping depth of ten feet (10'). All landscaping shall comply with the provisions of chapter 13 of this title.

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

A. Landscaping Standards:

1. All open space required by this title shall be landscaped with a minimum of one tree for every five hundred (500) square feet of landscaped area. For industrially zoned properties a minimum of one tree for every one thousand (1,000) square feet of landscaped area is required. All new deciduous trees required by this title shall have a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. All new evergreen trees required by this title shall have a minimum size of six feet (6') in height. All trees to be installed on public property or on property to be maintained by the city shall be subject to approval by the city arborist or designee.

2. All open space required by this title shall be landscaped with a minimum of one shrub for every three hundred (300) square feet of landscaped area. For industrially zoned properties a minimum of one shrub for every six hundred (600) square feet of landscaped area is required. All new shrubs required by this title shall be a minimum of one-gallon containerized stock plant that will attain a height of at least two feet (2').

B. Completion Of Improvements: All landscaping improvements required by this title shall be installed in accordance with the approved site plan, landscape plan, and irrigation plan as follows:

1. Landscaping for nonresidential uses in all zones shall be completed prior to the issuance of a certificate of occupancy for the building or structure with which it is associated, or in cases of inclement weather, within six (6) months of the date of initial occupancy. The date of initial occupancy shall be the date that a certificate of occupancy is issued for the first building or facility of an individual phase or plat of the development.

2. The front and side yards of all single-family dwellings in all zones shall be landscaped within twelve (12) months of the date of initial occupancy for the building or structure with which they are associated. The rear yard shall be landscaped within eighteen (18) months of the date of initial occupancy. Date of initial occupancy will be the date that a certificate of occupancy is issued for the dwelling unit.

3. Landscaping for two-family and multiple-family dwellings in all zones shall be completed prior to the issuance of a certificate of occupancy for the building or structure with which they are associated, or in cases of inclement weather, within six (6) months of the date of initial occupancy. Date of initial occupancy will be the date that a certificate of occupancy is issued for the first dwelling unit. (Ord. 2009-40, 11-24-2009)

C. Bond/Escrow Required: In cases of inclement weather and in order to ensure that all required landscaping is installed in an acceptable manner, the developer shall post a separate

cash bond with the city ~~recorder~~ or establish an escrow account with an appropriate financial institution. The cash bond or escrow account shall be subject to approval by the city engineer and shall be in an amount equal to one hundred twenty five percent (125%) of the estimated costs of construction and installation, as determined by the City, of all required landscaping, parks, playgrounds, recreation facilities, fences, walls, and other amenities shown on the final landscape plan or site plan, as applicable.

H. Exempt: Except as otherwise specified, subsections C, D, E, and F of this section shall not pertain to the completion or installation of private landscaping on individual building lots for single-family dwellings. Single-family dwellings shall comply with all other applicable landscaping standards specified herein.

11-14-5: OFF STREET PARKING AND LOADING:

F. Interior Parking Lot Landscaping: Parking Lot Islands: Landscaped parking lot islands shall be provided as follows:

1. On doubled rows of parking stalls, there shall be a forty-foot (40') long by ~~nine five~~-foot (~~95'~~) wide landscaped island on each end of the rows, plus a forty foot (40') long by ~~nine five~~ foot (~~95'~~) wide landscaped island to be placed at a minimum of every twelve (12) parking stalls. Each island on doubled parking rows shall include a minimum of two (2) deciduous trees, having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscape islands. (Ord. 2009-41, 11-24-2009)

2. On single rows of parking there shall be a twenty-foot (20') long by ~~nine five~~-foot (~~95'~~) wide landscaped island a minimum of every twelve (12) stalls. In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than eighteen feet (18') in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands. (Ord. 2015-19, 12-8-2015)

3. Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area. There shall be a break in parking rows at a minimum of forty-eight (48) parking stalls for each double row of parking for the purpose of facilitating traffic circulation on the site. (Ord. 2009-41, 11-24-2009)

4. Interior parking lot islands are not required for industrial properties in order to facilitate traffic flow for large vehicles and proper snow removal.

G. Perimeter Parking Lot Landscaping:

1. 4. Landscaping shall be required around the perimeter of parking areas. Landscaped areas adjacent to street frontages shall be a minimum of ten feet (10') in width. Landscaped areas adjacent to parcels that have the same land use shall be a minimum of six feet (6') wide. A fence, landscaping screen, or berm is required around the perimeter of the parking area to mitigate escape of light from headlights and other lighting on surrounding property.

2. On single rows of parking along the perimeter of a parking lot, there shall be a twenty-foot (20') long by ~~nine five~~-foot (~~95'~~) wide landscaped island a minimum of every twelve (12) stalls. In

situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than eighteen feet (18') in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.

CLEARFIELD CITY ORDINANCE 2021-11

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 11, Chapter 11, Article D, Section 11 – Land Use, Manufacturing Zone M-1, Other Requirements; Title 11, Chapter 13, Section 23 – Land Use, Supplementary Regulations, Landscaping Standards and Requirements; and Title 11, Chapter 14, Section 7 – Land Use, Off Street Parking and Loading, Other Parking Provisions by amending regulations related to landscaping.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 11, Article D, Section 11, Paragraph A – Land Use, Manufacturing Zone M-1, Other Requirements is hereby amended to read as follows:

11-11D-11: OTHER REQUIREMENTS:

A. Landscaping And Open Space: A minimum of five percent (5%) ten percent (10%) of the total lot or parcel area shall be provided as landscaped open space. All yard areas between a street frontage and buildings, parking areas, or storage areas which are not used for vehicular or pedestrian access shall be landscaped with a minimum buffer landscaping depth of ten feet (10'). All landscaping shall comply with the provisions of chapter 13 of this title.

Title 11, Chapter 13, Section 23, Paragraph A – Supplementary Regulations is hereby amended to read as follows:

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

A. Landscaping Standards:

1. All open space required by this title shall be landscaped with a minimum of one tree for every five hundred (500) square feet of landscaped area. For industrially zoned properties, a minimum of one tree for every one thousand (1,000) square feet of landscaped area is required. All new deciduous trees required by this title shall have a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. All new evergreen trees required by this title shall have a minimum size of six feet (6') in height. All trees to be installed on public property or on property to be maintained by the city shall be subject to approval by the city arborist or designee.

2. All open space required by this title shall be landscaped with a minimum of one shrub for every three hundred (300) square feet of landscaped area. For industrially zoned properties, a minimum of one shrub for every six hundred (600) square feet of landscaped area is required. All new shrubs required by this title shall be a minimum of one-gallon containerized stock plant that will attain a height of at least two feet (2').

Title 11, Chapter 13, Section 23, Paragraph C – Supplementary Regulations is hereby amended to read as follows:

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

C. Bond/Escrow Required: In cases of inclement weather and in order to ensure that all required landscaping is installed in an acceptable manner, the developer shall post a separate cash bond with the city recorder or establish an escrow account with an appropriate financial institution. The cash bond or escrow account shall be subject to approval by the city engineer and shall be in an amount equal to one hundred twenty five percent (125%) of the estimated costs of construction and installation, as determined by the City, of all required landscaping, parks, playgrounds, recreation facilities, fences, walls, and other amenities shown on the final landscape plan or site plan, as applicable.

Title 11, Chapter 13, Section 23, Paragraph H – Supplementary Regulations is hereby amended to read as follows:

11-13-23: LANDSCAPING STANDARDS AND REQUIREMENTS:

H. Exempt: Except as otherwise specified, subsections C, D, E, and F of this section shall not pertain to the completion or installation of private landscaping on individual building lots for single-family dwellings. Single-family dwellings shall comply with all other applicable landscaping standards specified herein.

Title 11, Chapter 14, Section 5, Paragraph F – Off Street Parking and Loading is hereby amended to read as follows:

11-14-5: OFF STREET PARKING AND LOADING:

F. Interior Parking Lot Landscaping: Parking Lot Islands: Landscaped parking lot islands shall be provided as follows:

1. On doubled rows of parking stalls, there shall be a forty-foot (40') long by nine five-foot (9') wide landscaped island on each end of the rows, plus a forty foot (40') long by nine five foot (9') wide landscaped island to be placed at a minimum of every twelve (12) parking stalls. Each island on doubled parking rows shall include a minimum of two (2) deciduous trees, having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscape islands.
2. On single rows of parking there shall be a twenty-foot (20') long by nine five-foot (9') wide landscaped island a minimum of every twelve (12) stalls. In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than eighteen feet (18') in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches

(2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.

3. Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area. There shall be a break in parking rows at a minimum of forty-eight (48) parking stalls for each double row of parking for the purpose of facilitating traffic circulation on the site.

4. Interior parking lot islands are not required for industrial properties in order to facilitate traffic flow for large vehicles and proper snow removal.

5. Landscaping shall be required around the perimeter of parking areas. Landscaped areas adjacent to street frontages shall be a minimum of ten feet (10') in width.

Landscaped areas adjacent to parcels that have the same land use shall be a minimum of six feet (6') wide. A fence, landscaping screen, or berm is required around the perimeter of the parking area to mitigate escape of light from headlights and other lighting on surrounding property.

6. When parking areas abut a front yard or road frontage landscaped area, such parking area shall be screened by the following methods or a combination of any of the following that is capable of blocking headlight glare and shall meet the following requirements:

a. Landscape hedge screening shall be planted and maintained as a continuous landscape hedge not less than three feet (3') in height, measured from finish grade of the parking lot, and located outside of public rights of way. Plant materials shall be an evergreen species, a minimum of five (5) gallon size and spaced not farther than five feet (5') on center. The landscape hedge shall be set back a minimum of three feet (3') and a maximum of six feet (6') from the perimeter of any parking space, driveway, or any access aisle. Ground covers and shrubs planted within the clear vision triangle area shall not exceed three feet (3') (36 inches) in height.

b. Berms shall measure not less than three feet (3') in height from finish grade of the parking lot and shall not be located in public rights of way. The toe of the berm shall be set back a minimum of three feet (3') and a maximum of six feet (6') from the perimeter of any parking space, driveway, or any access aisle. The maximum slope of the berm shall not exceed four to one (4:1).

c. Parking screen walls shall measure not less than three feet (3') and not more than four feet (4') in height from finish grade of the parking lot. Parking screen walls shall not be located in public rights of way, or on top of any retaining walls. Walls shall be set back a minimum of three feet (3') and a maximum of six feet (6') from the perimeter of any parking space, driveway, or any access aisle, as measured from the back of curb. Walls shall be constructed of decorative block, brick, stone, or similar materials and finished on both the interior and exterior elevations. Horizontal and/or vertical variation in the design of screen wall is required whenever linear alignment exceeds one hundred feet (100').

In instances, when the parking lot and adjacent roadway are determined by the zoning administrator to be at slopes where the three feet (3') in height measured from the finished grade of the parking lot does not provide adequate screening, measurements from the higher finished grade of the property should be used, and the measurement of the screening (wall, berm, or landscape) is not to be less than three feet (3') in height.

7. All landscaping improvements required by this section shall be installed in accordance with the approved site plan, landscaping plan, and irrigation plan. They shall be completed prior to the issuance of a certificate of occupancy for the building or structure with which they are associated, or in cases of inclement weather, within six (6) months of the date of initial occupancy. Date of initial occupancy will be the date that a certificate of occupancy is issued for the first building or facility of an individual phase or plat of the development.
8. All landscaping required by this section shall be properly irrigated with an automatic irrigation system.

Title 11, Chapter 14, Section 5 – Off Street Parking and Loading is hereby amended by enacting a new Paragraph G to read as follows:

11-14-5: OFF STREET PARKING AND LOADING:

G. Perimeter Parking Lot Landscaping:

1. 4. Landscaping shall be required around the perimeter of parking areas. Landscaped areas adjacent to street frontages shall be a minimum of ten feet (10') in width. Landscaped areas adjacent to parcels that have the same land use shall be a minimum of six feet (6') wide. ~~A fence, landscaping screen, or berm is required around the perimeter of the parking area to mitigate escape of light from headlights and other lighting on surrounding property.~~
2. On single rows of parking along the perimeter of a parking lot, there shall be a twenty-foot (20') long by nine five-foot (95') wide landscaped island a minimum of every twelve (12) stalls. In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than eighteen feet (18') in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.

Title 11, Chapter 14, Section 5 – Off Street Parking and Loading is hereby amended by renumbering the previous Paragraph G to Paragraph H as follows:

11-14-5: OFF STREET PARKING AND LOADING:

H. Snow Stacking Area: Every parking lot design shall plan for a snow stacking area to accommodate the stacking volume of a four inch (4") snow base over the entire parking lot.

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 27th day of July, 2021, 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:



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: JJ Allen, City Manager
Kelly Bennett, Chief of Police
MEETING DATE: July 27, 2021
SUBJECT: Virtual Dispatch Consolidation

RECOMMENDED ACTION

Approve Resolution No. 2021R-14 authorizing an Interlocal Cooperation Agreement Regarding Shared Public Safety Information System and authorize the Mayor's signature to any necessary documents.

DESCRIPTION / BACKGROUND

Currently there are four dispatch centers serving the communities of Davis County—Clearfield, Layton, Davis County, and Bountiful—and the topic of consolidation has been discussed for years. The effort never really gained much traction until recent legislation set minimum standards for dispatch centers, particularly regarding the percentage of calls that are transferred from one center to another. As a result, beginning in the summer of 2020, earnest discussions and monthly meetings began moving the consolidation effort forward.

Among the working group (consisting of representatives from the four agencies with dispatch centers), it was quickly agreed that *physical* consolidation was a problem to tackle another day. But *virtual* consolidation—getting all four centers on one server, using the same software and system—would allow the entities to reach the minimum standards and provide a much higher level of service to the public safety agencies and the people requiring emergency response. Consequently, figuring out a way to accomplish virtual consolidation has been the goal of this group for the past year.

Virtual consolidation on a single server means that all dispatch centers and public safety agencies are working off of the same system and database. It allows for redundancy (centers backing each other up, or even for a Clearfield dispatcher to log into the system from one of the other centers, for example) and uniformity with consistent nomenclature and standards. It is essentially one system with four branches.

One initial question to answer was what system to use. Three out of the four centers were already using Spillman software (now owned by Motorola), and Spillman was frequently contacting these



agencies (including Clearfield) with promises of significant reductions in annual maintenance fees if the group stayed with them. Bountiful had long been reluctant to switch to Spillman, but through a vetting process their concerns were addressed.

Another question was which agency would host the system. Clearfield was not a good candidate (others have superior IT resources, particularly with Spillman), and Bountiful would be brand new to Spillman. Layton clearly had the expertise and capacity, so it was decided they would be the host. However, the server, it was determined, would be located in the Davis County Administration building, in Farmington (a more advantageous physical environment).

In order to accomplish all of this, some form of governance will need to be established. Therefore, an Interlocal Cooperation Agreement Regarding Shared Public Safety Information System (the "Agreement") has been drafted. Key points of the Agreement include the following:

- The Consortium consists of Bountiful City, Clearfield City, Davis County, and Layton City.
- The system is to be called the "Davis Area Public-Safety System."
- The Consortium can purchase goods or services (e.g. hardware, software, etc.) for the system, which will be the collective property of the Consortium.
- The cost of goods or services is allocated based on the population by the dispatch centers (see the footnote on Page 2 of the Agreement). For Clearfield, this is currently estimated to be 11.33%.
- For governance and operation of the system, Exhibit 1 establishes:
 - A Governance Board consisting of the three city managers and a county commissioner.
 - An Operations Advisory Board with representatives from the three Police Departments and the Sheriff's Office, along with two appointees of the Davis County Fire Chiefs' Association and two appointees of the Davis County Police Chiefs' Association, and the chair of the IT User Group.
 - User Groups in the following areas:
 - Dispatch/CAD
 - IT/GIS
 - Records/Evidence
 - Police & Fire Field Units
 - Jail

These documents have been reviewed by the various entities' legal counsel, as well as the city managers, police chiefs, etc., and all parties are comfortable that this is ready to move forward through the approval process within the next few weeks. It will be the culmination of a lot of work from several people throughout the County, and the result will be a much-improved, seamless dispatch system.

HEDGEHOG ANALYSIS

In a quick “hoglet” evaluation, this effort scores a very high and compelling 22.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Virtual dispatch consolidation ties directly to the priority of Providing Quality Municipal Services. It is hard to overstate this—it will be a major step forward that will enhance the dispatch service to police and fire and the people who call 9-1-1.

FISCAL IMPACT

Costs to the Consortium:

While some costs are still unknown, the two biggest project components (Motorola/Spillman and Solutions II) are estimated at about \$687k. Of this total, Clearfield’s share would be \$90k—about \$56k soon after the contract with Spillman is in place, \$12k about nine months later, and \$22k at go-live.

Also, it is expected that network hardware (firewalls and routers) and circuits could cost upwards of \$100k. Tellus Hub CAD2CAD and a NetMotion server will also be needed, but we won’t have cost estimates on those for another month or so. Like the other costs, Clearfield’s share of these costs would be 11.33%.

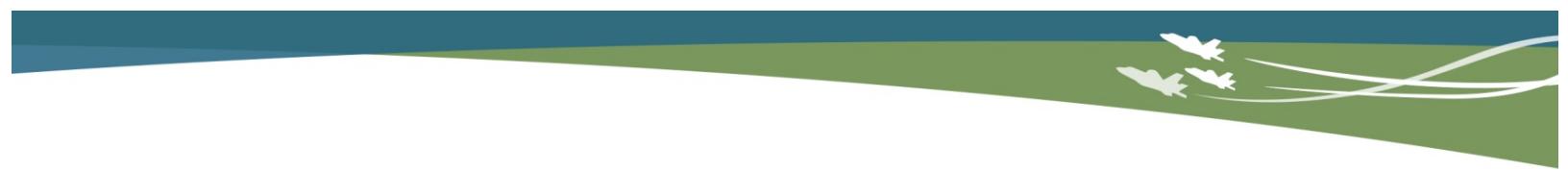
For all of these costs, we would need to amend the FY22 budget. It would have been nice to include them when preparing the budget, but we didn’t have any good numbers at that time.

But wait...there’s more!! Clearfield City has utilized Spillman since the late 1980’s, creating years of data that will still need to be accessible. To accomplish this, our current server will become the historical server until the data can be merged to the new consolidated server. There will be a small maintenance fee (estimated at less than \$10k per year) in order to maintain the historical data.

The good news is that as a result of the consolidation, our annual Spillman maintenance fees are expected to drop by \$20k - \$30k. We would begin to experience these savings as soon as the new Spillman contract is in place.

ALTERNATIVES

There is no good argument for continuing to operate our dispatch center “on an island.” There are other systems that compete with Spillman, but the thought of transitioning four dispatch centers (and multiple public safety agencies) to a new software is daunting, with little-to-no real benefit. Spillman is a good system that nearly all of the agencies in Davis County are already familiar with.



SCHEDULE / TIME CONSTRAINTS

- July / August – approve the Agreement
- August – execute contract with Motorola / Spillman
- Fall 2022 – go live

LIST OF ATTACHMENTS

- Interlocal Cooperation Agreement Regarding Shared Public Safety Information System and Exhibit 1
- Resolution 2021R-14

INTERLOCAL COOPERATION AGREEMENT REGARDING SHARED PUBLIC SAFETY INFORMATION SYSTEM

This Interlocal Cooperation Agreement Regarding Shared Public Safety Information System (this “Agreement”) is between Bountiful City, a municipal corporation of the State of Utah, Clearfield City, a municipal corporation of the State of Utah, Davis County, a political subdivision of the State of Utah, and Layton City, a municipal corporation of the State of Utah (collectively, the “Parties” or the “Consortium”).

Recitals

WHEREAS, the Parties currently operate and manage separate public-safety information systems;

WHEREAS, the Parties desire to collectively operate and manage a countywide, shared, public-safety information system as a consortium, which the Parties desire to be known as the “Davis Area Public-Safety System”; and

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

The Parties therefore agree as follows:

1. **Purposes.** The purposes desired to be achieved by the Parties through this Agreement include the following:
 - 1.1. To act as an effective consortium in providing dispatch and data services to various contract cities, fire districts, and fire service areas serving the residents of Davis County;
 - 1.2. To collectively operate and manage the Davis Area Public-Safety System, which, among other things, will incorporate each of the Parties’ computer-aided dispatch (“CAD”) and records management systems (“RMS”);
 - 1.3. To improve the quality and efficiency of emergency services provided to the general public; and
 - 1.4. To develop and improve emergency communication procedures and facilities to increase each Party’s ability to quickly respond to any person who calls the telephone number 9-1-1 seeking police, fire, medical, rescue, or other emergency services.
2. **Acquisition, Management, and Ownership of Consortium Property.** The Parties agree as follows:
 - 2.1. The Consortium, through the approval process identified in the Davis Area Public-Safety Policy attached as Exhibit 1 to this Agreement and incorporated herein by this reference, may purchase goods or services, or obtain access to goods or services through license(s) or otherwise, that are necessary to fulfill the purposes of this Agreement.
 - 2.2. The Consortium, as directed by the Governance Board described in Exhibit 1 to this Agreement, shall manage the Consortium’s property in a manner that is in the best interest of the Consortium collectively.
 - 2.3. Goods or services purchased on behalf of the Consortium, as well as all rights arising from, in connection with, or relating to such goods or services, shall be the collective property of the Consortium.
3. **Cost Sharing.** Each member of the Consortium shall share in the acquisition, management, ownership and other costs arising from, in connection with, or relating to this Agreement based on the percentage of Davis County residents, determined by using the then-most-current United States

Census estimate, served by each member of the Consortium.¹ As for West Point City and Sunset City, which upon the Effective Date of this Agreement are each serviced, in part, by Davis County and Clearfield City, each member of the Consortium agrees that one-half of West Point City's residents and one-half of Sunset City's residents will be allocated to Davis County and one-half of West Point City's residents and one-half of Sunset City's residents will be allocated to Clearfield City. The Parties anticipate to recoup significant portions of the shared costs through separate agreements with each of the following cities, fire districts, and fire service areas: a) Centerville City; b) Clinton City; c) Farmington City; d) Fruit Heights City; e) Kaysville City; f) North Davis Fire District; g) North Salt Lake City; h) South Davis Metro Fire Service Area; i) South Weber City; j) Syracuse City; k) Sunset City; l) West Bountiful City; m) West Point City; n) Woods Cross City (each a "Contract Agency" and collectively the "Contract Agencies").

4. **Non-Consortium Obligations, Costs, and Property.** Each member of the Consortium, either individually or jointly with one or more of the Contract Agencies that the respective member of the Consortium serves, agrees to be responsible for all non-Consortium obligations, costs, and/or property.
5. **Davis Area Public-Safety System Policy.** Each member of the Consortium agrees to abide by the Davis Area Public-Safety System Policy, which is attached as Exhibit 1 to this Agreement. Each member of the Consortium further agrees that it shall not provide a Contract Agency with access to the Davis Area Public-Safety System unless it enters into a written agreement with that Contract Agency, and the written agreement, among other things, requires the Contract Agency to abide by the Davis Area Public-Safety System Policy.
6. **Cessation of one or more, but less than all, of the Consortium Members.** If one or more, but less than all, of the Consortium members ceases to operate a Public Safety Answering Point ("PSAP"), then:
 - 6.1. That/those Consortium members must notify the remaining Consortium members of such cessation in writing no less than 30 days prior to cessation;
 - 6.2. That/those Consortium members, as of the date of cessation, will automatically waive all rights and benefits of being a Consortium member, including waiver of all rights, title, interests, and/or otherwise in and/or to any Consortium property;
 - 6.3. That/those Consortium members, as of the date of cessation, will also automatically be relieved of any obligations incurred by the Consortium subsequent to the cessation; and

¹ For example, Davis County's population was estimated to be 355,481 on July 1, 2019. This population estimate is made up of:

1) The five cities serviced by Bountiful City, as of the Effective Date, including Bountiful City (43,981), Centerville City (17,587), North Salt Lake City (20,948), West Bountiful City (5,800), and Woods Cross City (11,431), which have a total population of 99,747 and account for 28.06% of Davis County's total estimated population of 355,481;

2) Clearfield City (32,118), which solely services Clearfield City as of the Effective Date, and Sunset City ($5,364 \times \frac{1}{2} = 2,682$) and West Point City ($10,957 \times \frac{1}{2} = 5,478.50$), which are each serviced, in part, by Clearfield City as of the Effective Date, which have a total population for purposes of this Agreement of 40,278.50 and account for 11.33% of Davis County's total estimated population of 355,481;

3) The eight cities serviced by Davis County as well as the unincorporated area of Davis County, as of the Effective Date, including Clinton City (22,499), Farmington City 25,339, Fruit Heights City (6,221), Kaysville City (32,390), South Weber City (7,836), Syracuse City (31,458), Sunset City ($5,364 \times \frac{1}{2} = 2,682$), in part, and West Point City ($10,957 \times \frac{1}{2} = 5,478.50$), in part, and the unincorporated area of Davis County (3,538), which have a total population for purposes of this Agreement of 137,441.5 and account for 38.66% of Davis County's total estimated population of 355,481; and

4) Layton City (78,014), which services Layton City as of the Effective Date, which has a total population of 78,014 and accounts for 21.95% of Davis County's total estimated population of 355,481.

- 6.4. The remaining Consortium member(s) may continue to operate the Davis Area Public-Safety System pursuant to this Agreement.
7. Withdrawal of one or more, but less than all, of the Consortium Members. A Consortium member may withdraw from the Consortium after it has fully satisfied its obligations as a Consortium member, but no sooner than one year from the date that it sends the remaining Consortium members written notice of its intent to withdraw from the Consortium. At the time that the Consortium member's withdrawal from the Consortium is effective:
 - 7.1. The withdrawing Consortium member waives all rights and benefits of being a Consortium member, including waiver of all rights, title, interests, and/or otherwise in and/or to any Consortium property;
 - 7.2. The withdrawing Consortium member will be relieved of any obligations incurred by the Consortium subsequent to the withdrawal;
 - 7.3. The withdrawing Consortium member may, within 90 days of withdrawal, request the Consortium to provide it with its historical data within the Davis Area Public-Safety System (the "Requested Data");
 - 7.4. The remaining Consortium member(s) agree to provide the withdrawing Consortium member with the Requested Data, subject to any system limitations, if:
 - 7.4.1. A timely request is made by the withdrawing Consortium member for the Requested Data; and
 - 7.4.2. The withdrawing Consortium member pays the Consortium for all costs incurred by the Consortium to provide the withdrawing Consortium member with the Requested Data, and
 - 7.5. The remaining Consortium member(s) may continue to operate the Davis Area Public-Safety System pursuant to this Agreement.
8. Termination of This Agreement and/or the Consortium. If either this Agreement and/or the Consortium is terminated pursuant to this Agreement, or as permitted in law or equity, then each Consortium member, at the time of termination, shall:
 - 8.1. Receive, either in kind or United States currency, a share of the Consortium's assets equal to the percentage of Davis County residents, determined by using the then-most-current United States Census estimate, served by that Consortium member; and
 - 8.2. Be responsible for the proportion of the Consortium's obligations that are equal to the percentage of Davis County residents, determined by using the then-most-current United States Census estimate, served by that Consortium member.
9. Requests for Records. The Consortium members agree that records prepared in the Davis Area Public-Safety System are the property of the Consortium member or Contract Agency that prepared the record. The Consortium members further agree that the Consortium will direct requests for Consortium records to the Consortium member or Contract Agency that prepared the record.
10. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").
11. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate 50 years from the Effective Date.

12. Process to Terminate this Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- 12.1. The mutual written agreement of the Parties;
- 12.2. By any Party:

- 12.2.1. After any material breach of this Agreement; and

- 12.2.2. Fifteen calendar days after a non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the fifteen calendar days, if the nature of the cure is such that it reasonably requires more than fifteen calendar days to cure the breach, and the breaching Party commences the cure within the fifteen calendar day period and thereafter continuously and diligently pursues the cure to completion; and

- 12.2.3. After the notice to terminate this Agreement, which a non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; or

- 12.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

13. Notices. Any notices that may or must be sent under the terms 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:

<u>Bountiful City:</u> c/o City Manager 795 South Main Street Bountiful, Utah 84010	<u>Davis County</u> c/o Administrative Chief Deputy PO Box 618 Farmington, Utah 84025
<u>Clearfield City</u> c/o City Manager 55 South State Street Clearfield, Utah 84015	<u>Layton City</u> c/o City Manager 437 North Wasatch Drive Layton, Utah 84041

14. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement and unless otherwise agreed to in a separate and legally binding agreement between the Parties, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

15. Indemnification. To the extent permitted by law, each Consortium member, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the Consortium member (collectively, “Representatives”), agrees and promises to indemnify all of the other Consortium members, as well as each of the other Consortium members’ Representatives, from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) to the extent they arise from or may relate in any way to the Consortium member’s breach of this Agreement and/or other action, fault,

or otherwise attributable to the Consortium member and/or its Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

16. **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*.
17. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
18. **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 by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
19. **Survival after Termination.** Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, or damages, with respect to any uncured breach or default of or under this Agreement.
20. **Benefits.** The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of any other Party and shall have no right to and shall not be provided with any benefits from any other Party. Consortium member employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the applicable Consortium member for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
21. **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. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
22. **Force Majeure.** In the event that any 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, pandemics, epidemics, 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.

23. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of all of the Parties.
24. 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 principles. 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. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this Agreement shall reimburse the prevailing Party(ies) for its/their attorneys' fees, and the Party(ies) prevailing in any such dispute shall be awarded its/their attorneys' fees.
25. 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.
26. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
27. 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.

[Signature Pages Follow]

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

BOUNTIFUL CITY

Mayor

Dated: _____

ATTEST:

Bountiful City Recorder

Dated: _____

REVIEWED AND APPROVED AS TO PROPER FORM
AND COMPLIANCE WITH APPLICABLE LAW:

Bountiful City Attorney

Dated: _____

CLEARFIELD CITY

Mayor

Dated: _____

ATTEST:

Clearfield City Recorder

Dated: _____

**REVIEWED AND APPROVED AS TO PROPER FORM
AND COMPLIANCE WITH APPLICABLE LAW:**

Clearfield City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

REVIEWED AND APPROVED AS TO PROPER FORM
AND COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office

Dated: _____

LAYTON CITY

Mayor

Dated: _____

ATTEST:

Layton City Recorder

Dated: _____

REVIEWED AND APPROVED AS TO PROPER FORM
AND COMPLIANCE WITH APPLICABLE LAW:

Layton City Attorney

Dated: _____

EXHIBIT 1: Davis Area Public-Safety System Policy, Governance Section

Davis Area Public-Safety System Governance Board

The Governance Board is composed of a representative of each entity operating a PSAP within Davis County. Currently, the members are:

- The City Manager of Bountiful or designee;
- The City Manager of Clearfield or designee;
- The City Manager of Layton or designee;
- A Davis County Commissioner or designee;

The mandate of the Governance Board for the shared public safety information system is to approve expenditures and policies related to the system, including:

1. Upon the recommendation of the Operations Advisory Board, reviews, approves, and adopts the following:
 - a. Budget for the operation of the shared system components, including new or upgraded hardware, software, networking components, or circuits.
 - b. Connections to other systems
 - c. New or amended governance or system operation policies and procedures
 - d. Extraordinary expenditures
2. The Governance Board will meet as needed, but at least annually. A quorum is defined as a representative from each entity operating a PSAP. Each member of the Governance Board has one vote.
3. The Governance Board may act independently of any recommendation from the Operations Advisory Board.

When there are an even number of Governance Board members, a tie may be broken by a supermajority of 75% of the Operations Advisory Board.

Operations Advisory Board

The Operations Advisory Board is comprised of appointed members of municipal police departments, sheriff's office, municipal fire departments, fire districts, and/or other dispatch services contract agencies. There are nine voting positions, including:

- One member representing each agency that operates a PSAP
 - Bountiful Police
 - Clearfield Police
 - Davis County Sheriff's Office
 - Layton Police
- Two members appointed by the Davis County Fire Chiefs' Association
- Two members appointed by the Davis County Police Chiefs' Association
- The Chair of the Information Technology User Group

The mandate of the Operations Advisory Board is to provide direction and decision-making recommendations for the operation of the system. Responsibilities include:

1. Review and make recommendations to the Governance Board for the following:

- a. Annual training needs;
 - b. Operations policies and standards;
 - c. Governance policy;
 - d. Extraordinary expenditures that may be necessary for the operation of the system;
 - e. Requests to interface with the system
2. Seek input on system needs from the User Groups
3. Review reports of misuse of the system and the actions taken to rectify the issue. If the Operations Advisory Board is dissatisfied with the results of the investigation or actions taken by the offending agency, the board may:
 - a. Initiate its own investigation to determine the egregiousness of the misuse and potential for continued misuse or threat to the security of the system, including making a recommendation to the Governance Board to temporarily suspend access of a participating user or agency, pending results of the investigation.
 - b. If the Operations Advisory Board determines through its investigation that the misuse was egregious and/or presents a serious safety risk, the board may make a recommendation to the Governance Board to:
 - i. Suspend the user's access
 - ii. Revoke the user's access
 - iii. Suspend the agency's access to the system
 - iv. Revoke the agency's access to the system
4. Elect a Chair and Vice-Chair at the beginning of each calendar year, who will serve a term of one year. The Chair (or Vice-Chair in the absence of the Chair) will present recommendations to the Governance Board. A Chair or Vice-Chair may be re-elected by the Advisory Board for additional term(s).
5. Meetings are conducted as necessary as determined by the Chair, but not less than quarterly. Decisions are made by a simple majority of members, unless it is to break a Governance Board tie, when a 75% supermajority is required.
 - a. A quorum is defined as more than half of the appointed members present, except when breaking a Governance Board tie, when 100% of appointed members are required for a quorum.
 - b. Each member of the Advisory Board has one vote.

User Groups

There are five established user groups which are based on areas of responsibility. Members of the user groups are appointed by the head of any Consortium or Contract agency and may include more than one representative from each agency. Each agency will have one vote. Each group should be largely composed of members who are the primary users of the module or area of responsibility. The established groups are:

1. Dispatch/CAD
2. Information Technology/GIS
3. Records/Evidence

4. Police & Fire Field Units
5. Jail

The objective of the user groups is to identify and document issues raised by users of the system, bring the issues to the attention of the System Administrator or Operations Advisory Board for resolution. The groups also make recommendations and decisions related to table values and standardization of internal processes that enhance the system.

1. Specific Areas of Responsibility
 - a. Individuals Members
 - i. Consider the broad objectives of the shared information system when making decisions as a member of the User group;
 - ii. Serve the interests of the constituencies they represent;
 - iii. Report to the Operations Advisory Board on issues that may be of interest to or have an impact on participating agencies and their constituencies;
 - iv. Ensure the work of the group including the implications of each recommendation being considered are effectively communicated to the agency they represent;
 - v. Make recommendations and/or decisions within the authority of the user group that serve the greater good.
 - b. The Group
 - i. Identifying issues related to:
 1. System policies and procedures;
 2. Security issues and concerns;
 3. Technical problems;
 4. System modifications;
 5. Training needs.
 - ii. Consult with other affected user groups to define, review, and approve table values and standardization of internal processes that enhance the system.
 - c. Specific IT Group Responsibilities
 - i. Recommend the personnel acting as System Application Administrators
 - ii. Report on incident occurrence for decision-making purposes.
 - iii. Provide advice and make recommendations on problem resolution as necessary.
 - iv. Review and assess the impact to the system of change requests as directed by the Operations Advisory Board and provide recommendations.
 - v. Provide technical advice and recommendations that may result in financial impact, or as related to personnel management, for the resolution of network, database, application and server problems.
 - vi. Provide network, database, application and server release impact assessments.
 - vii. Plan for and support the implementation of new system releases in conjunction with the user community.

2. Each user group should elect a Chair and Vice-Chair at the beginning of each calendar year, who will serve a term of one year. The Chair (or Vice-Chair in the Chair's absence) will provide reports and/or recommendations of the group to the Operations Advisory Board. A Chair or Vice-Chair may be re-elected by the Advisory Board for additional term(s).
3. Meetings are conducted as necessary as determined by the Chair, but not less than annually. It is recommended that the IT group meet at least quarterly. Decisions are made by a simple majority of agencies, with each agency having one vote..

CLEARFIELD CITY RESOLUTION 2021R-14

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN BOUNTIFUL CITY, LAYTON CITY, DAVIS COUNTY, AND CLEARFIELD CITY REGARDING SHARED PUBLIC SAFETY INFORMATION SYSTEM

WHEREAS, Bountiful City, Layton City, Davis County, and Clearfield City (“the Parties”) each currently operate and manage separate public-safety information systems; and

WHEREAS, the Parties desire to collectively operate and manage a countywide, shared, public-safety information system as a consortium, which the parties desire to be known as the “Davis Area Public-Safety System;” and,

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

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 27th day of July, 2021.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY: