CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
November 16, 2021 – SPECIAL AND WORK SESSIONS

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

Multipurpose Room
55 South State Street
Second Floor
Clearfield, Utah

6:00 P.M. SPECIAL SESSION
CALL TO ORDER: Mayor Shepherd

SCHEDULED ITEM:

1. CANVASS THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD ON NOVEMBER 2, 2021

   BACKGROUND: State Law requires the governing body verify the results of the General Election, which was held on Tuesday, November 2, 2021.

   RECOMMENDATION: Verify the official General Election results and authorize the City Recorder to report those results to the Lieutenant Governor's office.

*****ADJOURN SPECIAL SESSION AND RECONVENE IN CITY COUNCIL WORK SESSION*****

CITY COUNCIL WORK SESSION IMMEDIATELY FOLLOWING SPECIAL SESSION
Review Utility Rate Study

Discussion on Amendments to the Consolidated Fee Schedule Regarding Cemetery Fees

Update on the City's Violence Against Women Act (VAWA) Program

Discussion on an Interlocal Agreement with Davis School District for School Resource Officers in Clearfield City

Discussion on the Request for a General Plan Amendment and Rezone Request for the Property Located at Approximately 175 West Antelope Drive (TIN: 12-242-0009)

Discussion on Water Conservation Plan

Update on the City's Centennial Celebration

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

Dated this 10th day of November, 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 48 hours notice.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Nancy Dean, City Recorder

MEETING DATE: November 16, 2021

SUBJECT: Canvass of General Election Results

RECOMMENDED ACTION

Canvass the 2021 general election results and authorize the City Recorder to submit them to the Lieutenant Governor's office.

DESCRIPTION / BACKGROUND

Clearfield City contracted with the Davis County Clerk's office to conduct its Municipal General Election by mail. Utah Law stipulates that the municipal legislative body is the board of canvassers for the election returns in a municipal election. The duties of the board of canvassers include verifying the election results as presented by the County Clerk's office and declaring those individuals who had the highest number of votes elected to public office (for a new term) beginning January 1, 2022.

The official results will not be available for review until the evening of the canvass in order to allow sufficient time for any valid ballots to be counted; therefore, they are not included with this staff report.

IMPACT

a. **FISCAL –** N/A

b. OPERATIONS / SERVICE DELIVERY – N/A

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

The board of canvassers is required to canvass the returns no sooner than seven days after the election and no later than 14 days after the election.

LIST OF ATTACHMENTS

None

STAFF REPORT

To: Mayor Shepherd and City Council Members

From: Rich Knapp, Finance Manager

Meeting Date: November 16, 2021

Subject: Utility Rate Analysis

Recommended Action

Staff recommends the Mayor and City Council consider the proposed utility rate changes.

Description / Background

Over the last several years, the utility funds' revenues and expenses have not tracked projections for which the yearly increases were based on. The main driver of increased expenses is the water purchased from Weber Basin Water. Their increases have averaged 7.5% over the last five years, and this one expense accounts for half of the total operating expenses in the Water Fund. The prior analysis done in 2016, only assumed an average increase of 3% per year. Additionally, the prior analysis forecasted utility revenues a little higher than actual.

This year we engaged Zions Public Finance to help prepare a third-party analysis of the City's utilities. This analysis projects revenues, operational expenses, and capital projects for the next ten years to determine net income and cash requirements by year. These proposed fee changes will ensure sustainability, resources to complete capital projects, and adequate cash reserves. The analysis does identify the need to bond in the Water Fund in FY22 for $5.5 million. Staff plans to compare actuals to projections and assumptions made in this new analysis at least yearly moving forward.

Proposed Rate Increases

Water

All base rates would increase, beginning midway through FY2022, by 7.5 percent. Base rates will then increase by 6 percent per year thereafter starting in 2023. All usage rates would increase, beginning midway through FY2022, by 3 percent. Usage rates will then increase by 2 percent per year thereafter. The City would need to issue a $5.5 million bond in 2022 to maintain financial stability.

Sewer

Single-family, commercial, and flat rate base rates would increase, beginning January 1, 2022, by 2 percent and will continue to increase by 2 percent thereafter starting January 1, 2023. The Multi-Unit base rates would increase by 3 percent and will continue to increase by 3 percent thereafter. All commercial usage rates would increase by 2 percent. Usage rates will continue to increase by 2 percent per year thereafter. No bonds need to be issued.

Storm

The rate would increase, beginning January 1, 2022, by 5 percent. Rates will then increase by 4 percent per year starting January 1, 2023 and continuing through 2025. Beginning January 1, 2026, rates will increase by 3 percent per year.

Impact on Single-Family Residential

An average single-family residential unit with monthly indoor consumption of 6,000 would see its monthly bill increase by $1.88 per month when rates increase January 1, 2022.

Single-Family Residential	Current	2022	First Year Change	2028
Water Base Fee – 7.5%	$14.75	$15.86	$1.11	$22.49
Water Usage – 6k gals 3%	$5.46	$5.64	$0.18	$6.36
Sewer - 2%	$13.13	$13.39	$0.26	$15.08
Storm Water - 5%	$6.55	$6.88	$0.33	$8.45
Total Monthly Bill	**$39.89**	**$41.77**	**$1.88**	**$52.38**
Total Yearly Bill	**$479**	**$501**	**$22.56**	**$628**

Hedgehog Analysis

These proposed increases to water, sewer, and storm rates will help the City to better meet its capital needs requirements as well as maintain a high level of these essential services to its residents. Hoglet score 23 out of 24.

Corresponding Policy Priorities

These proposed rate changes improve the quality of municipal services by ensuring enough resources to replace aging infrastructure and to maintain and manage the systems at a higher standard.

Fiscal Impact

If the proposed rate increases are passed, the utility funds will have sufficient resources for future capital projects, good debt service coverage ratios, and will maintain over 150 days cash on hand through 2028.

Alternatives

A slower paced capital project schedule may reduce the size of the increases but may hinder services levels and even cost more in the long run.

Schedule / Time Constraints

The study is built around rates changing every January 1. The goal is to pass rate increases before January 1, 2022.

Attachments

Utility Rate Study and Draft Rate Changes Proposed for Consolidated Fee Schedule

Clearfield City



DRAFT Clearfield Utility Rates Study



Zions Public Finance, Inc.
November 2021

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Chapter 1 – Executive Summary

During the past year, Clearfield City has looked in detail into its culinary water, sewer, and storm water rates, carefully evaluating operating and capital expenses needed for the next 10 years. A summary of proposed rates for each utility is shown below.

Culinary Water

TABLE 1-1: PROPOSED CULINARY WATER RATES

	2022	2023	2024	2025	2026	2027	2028
BASE RATES	***7.5%***	***6%***	***6%***	***6%***	***6%***	***6%***	***6%***
Single-Family	$15.86	$16.81	$17.82	$18.89	$20.02	$21.22	$22.49
Multi-Family	$17.15	$18.18	$19.27	$20.42	$21.65	$22.95	$24.32
Commercial							
5/8" – 3/4"	$22.56	$23.92	$25.35	$26.87	$28.49	$30.20	$32.01
1" – 1 ¼'	$87.76	$93.03	$98.61	$104.53	$110.80	$117.45	$124.49
2"	$115.14	$122.05	$129.37	$137.14	$145.37	$154.09	$163.33
3"	$295.03	$312.74	$331.50	$351.39	$372.47	$394.82	$418.51
4"	$451.84	$478.95	$507.69	$538.15	$570.44	$604.67	$640.95
6"	$802.91	$851.08	$902.15	$956.27	$1,013.65	$1,074.47	$1,138.94
USAGE RATES	***3%***	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***
Single-Family							
0 – 10,000 gallons	$0.94	$0.96	$0.98	$0.99	$1.01	$1.03	$1.06
10,001 – 40,000 gallons	$1.09	$1.11	$1.14	$1.16	$1.18	$1.21	$1.23
40,001 – 60,000 gallons	$1.25	$1.27	$1.30	$1.32	$1.35	$1.38	$1.40
60,001 – 80,000 gallons	$1.43	$1.46	$1.49	$1.52	$1.55	$1.58	$1.61
80,000+ gallons	$1.59	$1.62	$1.65	$1.68	$1.72	$1.75	$1.79
Multi-Family							
0 – 7,000 gallons	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7,000+ gallons	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
Commercial							
5/8" – 3/4"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
1" – 1 ¼'	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
2"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
3"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
4"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
6"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
2022 Bond of $5,500,000							

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Sewer

TABLE 1-2: PROPOSED SEWER RATES

	2022	2023	2024	2025	2026	2027	2028
Base Rate	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***
Single-Family	$13.39	$13.66	$13.93	$14.21	$14.50	$14.79	$15.08
Commercial	$15.99	$16.31	$16.64	$16.97	$17.31	$17.66	$18.01
Flat Rate	$15.30	$15.61	$15.92	$16.24	$16.56	$16.89	$17.23
	3%	***3%***	***3%***	***3%***	***3%***	***3%***	***3%***
Multi-Family	$10.44	$10.76	$11.08	$11.41	$11.76	$12.11	$12.47
Usage Rate							
Commercial	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***
0 – 5,000 gallons	$2.24	$2.29	$2.33	$2.38	$2.43	$2.48	$2.53
5,000+ gallons	$0.66	$0.68	$0.69	$0.70	$0.72	$0.73	$0.75

Storm Water

TABLE 1-3: PROPOSED STORM WATER RATES

	2022	2023	2024	2025	2026	2027	2028
	5%	***4%***	***4%***	***4%***	***3%***	***3%***	***3%***
Storm Water Rate (All Customers)	$6.88	$7.15	$7.44	$7.74	$7.97	$8.21	$8.45

Impact on Single-Family Residential

An average single-family residential unit would see its monthly bill increase by less than $2 per month when rates increase January 1, 2022.

TABLE 1-4: SAMPLE SINGLE-FAMILY RESIDENTIAL

	Current	2022	2028
Culinary Water			
Base Rate	$14.75	$15.86	$22.49
Usage	$5.46	$5.64	$6.36
Sewer	$13.13	$13.39	$15.08
Storm Water	$6.55	$6.88	$8.45
Total Monthly Charge	**$39.89**	**$41.77**	**$52.38**

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Chapter 2 – Culinary Water Rates

Background and Approach

Clearfield City ("Clearfield" or "the City") is experiencing growth which is putting pressure on the City's culinary water system to serve more customers. Further, inflationary costs are resulting in increased operating expenses and many parts of the culinary water system are in need of repair. Rates must be designed to keep up with these changes and must be structured to fairly and equitably serve customer needs. As such, the City has two components to its water rates: 1) a base rate charged to all customers, by customer class, monthly; and 2) a usage rate that is tied to the actual amount of water used each month, with varying costs per 1,000 gallons per "tier" of water usage.

The approach used in this analysis is commonly referred to as a "revenue sufficiency model." All expenses (operating and capital) are first calculated, and then rates are structured to cover annual expenses, maintain sufficient debt service ratios, and to keep a sufficient number of days cash on hand in the culinary water utility fund. A sufficient number of days cash on hand is generally accepted as 180 days of cash that would cover operating expenses of the utility.

Operating Expenses

Growth in all operating expenses is projected at an average annual rate of 3 percent per year with the only exception being for miscellaneous services which is expected to grow at 7.5 percent per year. Operational expenses include the new costs attributable to new development, as well as inflationary expenses. These expense projections are shown in detail in Appendix A.

Outstanding Debt

The City has one outstanding debt obligation in the culinary water fund with a payment of $83,158 per year through 2029.

Capital Projects

There are 28 capital projects anticipated between 2022 and 2030. While the costs shown in the table below are in $2022, an inflation rate of three percent per year has been added to these projects in the financial model to cover the increased costs of construction for the year in which each project is planned.

TABLE 2-1: CULINARY WATER CAPITAL PROJECTS

Project #	Description	Estimated Cost	Year Budget
270	500 West - 1700 S. to 2000 S. (ST/W $302k /SW/STRM/Grant $865k + Grant Total) (Rollover FY21)	$302,500	2022
229	PRV SCADA Update 2 More Locations (FY21 Rollover)	$228,000	2022
204	Water Source Protection Plan (Rollover FY21)	$12,000	2022
230	1100 South, 1500 E to 1700 E (W/STRM $730k Total) (Rollover FY21)	$20,000	2022

Project #	Description	Estimated Cost	Year Budget
209	State Street Phase 1 & 2 - 700 S. to 1450 S. 10 Inch Waterline (Rollover FY21)	$711,000	2022
220	1450 South State Chelemes (W/SW/STRM $771k Total) (Rollover FY21)	$10,000	2022
	Meter Replacement	$2,100,000	2022
222	MOC Phase 3 (FY21 $60k for design from ST/W/SW/STRM/G for a total of $300k; ($5.3M total for phase 3 construction) Hedgehog=19	$1,060,000	2022
247	City Hall Backflow Preventer (Rollover FY21)	$8,000	2022
254	FY22 700 South Reservoir Site Repairs/PRV and Flow Valve Rebuild $262k total (W/STRM)	$250,000	2022
210	350 South, State St to Depot	$244,860	2023
238	NEW 500 East, Center St. to 200 South - Pavement and Sidewalk	$387,500	2023
226	NEW 975 South and 1480 W Streets - 8 inch ($1.581 mil total)	$732,000	2023
213	NEW 2200 South, South Main to 150 W - 8”	$335,000	2024
243	NEW Freeport 13th Street, Z to C - 10”	$368,000	2024
	300 North Building	$500,000	2025
244	Freeport 13th Street, C to E - 10”	$410,500	2025
	350 South - Birch to 750 East 8”	$119,500	2025
	Freeport 13th and 11th Street, Y to A	$494,300	2026
	Legend Hills Phase 4, 1400 South to 1450 South Boring	$716,600	2026
239	Birch Street, 750 East to 450 East – 8”	$481,400	2026
	Check Valve at 793 East 700 South	$29,000	2027
	PRV Rebuild 700 S and Storm	$350,000	2027
	Barlow South Street, 550 North to 350 North - 8"	$405,000	2027
	Freeport 16th Street, (A-16 North PRV) to North Crossing	$500,000	2027
	Project 1	$1,300,000	2028
	Project 2	$1,300,000	2029
	Project 3	$1,300,000	2030
TOTAL		**$14,675,160**	

Cash Balances

The beginning cash balance in the Culinary Water Fund is $1,544,407.[1]

[1] Source: Clearfield City

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Rate Structuring

Current culinary water base rates are structured as follows:

TABLE 2-2: CURRENT CULINARY WATER BASE RATES BY CATEGORY

Customer Classes	Amount
Single-Family	$14.75
Multi-Family	$15.95
Commercial	
5/8" – 3/4"	$20.99
1" – 1 ¼'	$81.64
2"	$107.11
3"	$274.45
4"	$420.32
6"	$746.89

Usage rates are based on varying tiers of usage and charged per 1,000 gallons as shown below.

TABLE 2-3: CURRENT TIERED WATER USAGE RATES BY CATEGORY

Usage Tier	Monthly Amount per 1,000 Gallons
Single-Family	
0 – 10,000 gallons	$0.91
10,001 – 40,000 gallons	$1.06
40,001 – 60,000 gallons	$1.21
60,001 – 80,000 gallons	$1.39
80,000+ gallons	$1.54
Multi-Family	
0 – 7,000 gallons	$0.00
7,000+ gallons	$1.11
Commercial	
5/8" – 3/4"	$1.11
1" – 1 ¼'	$1.11
2"	$1.11
3"	$1.11
4"	$1.11
6"	$1.11

Current Rate Projections

The current rate structure, with no projected rate increases and no new bonds issued, fails to meet the future needs of the Culinary Water Fund. The capital expenses required to maintain the current service level create a financial strain under current rates. Financial projections for the current rates with no future

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rate increases or issuance of bonds are shown in the following table. With no changes to the existing situation, the Culinary Water Fund will not have sufficient cash flows to cover its costs.

TABLE 2-4: CURRENT RATE KEY RATIOS

	2022	2023	2024	2025	2026	2027	2028
Net Revenues before Debt Service	$1,574,456	$496,144	$588,517	$664,719	$564,930	$378,797	$231,703
Debt Service	($83,158)	($83,158)	($83,158)	($83,158)	($83,158)	($83,158)	($83,158)
Capital Expenses	($4,701,500)	($1,405,291)	($745,813)	($1,125,509)	($1,904,699)	($1,488,508)	($1,552,268)
Debt Coverage Ratio	18.93	5.97	7.08	7.99	6.79	4.56	2.79
Days Cash on Hand	**(184)**	**(283)**	**(301)**	**(344)**	**(456)**	**(537)**	**(625)**

Proposed Rate Options

Several options for rate increases are included below. General rate objectives considered in this analysis include:

- Ensure sufficient revenues to cover all operating costs and maintain a debt service coverage ratio of at least 1.25;[2]
- Maintain 180 days cash on hand on average and never get below 150 days cash on hand;
- Balance minimizing rates with minimizing new debt obligations when debt obligations are considered; and
- Proposed rates should be easy to implement and administer.

The proposed culinary water rates are structured to ensure that new capital improvements can be constructed, that inflationary operating costs can be met and that the water utility fund maintains a sustainable amount of days cash on hand.

Proposed Rate Increases

All base rates would increase, beginning midway through FY2022,[3] by 7.5 percent. Base rates will then increase by 6 percent per year thereafter starting in 2023.[4] All usage rates would increase, beginning midway through FY2022,[5] by 3 percent. Usage rates will then increase by 2 percent per year thereafter. The City would need to issue a $5.5 million bond in 2022 to maintain financial stability.

[2] Debt coverage ratios are measured by comparing operating cash (revenues less operating expenses) to annual debt service obligations before capital costs.
[3] January 1, 2022
[4] January 1, 2023
[5] January 1, 2022

TABLE 2-5: PROJECTED CULINARY WATER RATES

	2022	2023	2024	2025	2026	2027	2028
BASE RATES	***7.5%***	***6%***	***6%***	***6%***	***6%***	***6%***	***6%***
Single-Family	$15.86	$16.81	$17.82	$18.89	$20.02	$21.22	$22.49
Multi-Family	$17.15	$18.18	$19.27	$20.42	$21.65	$22.95	$24.32
Commercial							
5/8" – 3/4"	$22.56	$23.92	$25.35	$26.87	$28.49	$30.20	$32.01
1" – 1 ¼'	$87.76	$93.03	$98.61	$104.53	$110.80	$117.45	$124.49
2"	$115.14	$122.05	$129.37	$137.14	$145.37	$154.09	$163.33
3"	$295.03	$312.74	$331.50	$351.39	$372.47	$394.82	$418.51
4"	$451.84	$478.95	$507.69	$538.15	$570.44	$604.67	$640.95
6"	$802.91	$851.08	$902.15	$956.27	$1,013.65	$1,074.47	$1,138.94
USAGE RATES	***3%***	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***
Single-Family							
0 – 10,000 gallons	$0.94	$0.96	$0.98	$0.99	$1.01	$1.03	$1.06
10,001 – 40,000 gallons	$1.09	$1.11	$1.14	$1.16	$1.18	$1.21	$1.23
40,001 – 60,000 gallons	$1.25	$1.27	$1.30	$1.32	$1.35	$1.38	$1.40
60,001 – 80,000 gallons	$1.43	$1.46	$1.49	$1.52	$1.55	$1.58	$1.61
80,000+ gallons	$1.59	$1.62	$1.65	$1.68	$1.72	$1.75	$1.79
Multi-Family							
0 – 7,000 gallons	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7,000+ gallons	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
Commercial							
5/8" – 3/4"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
1" – 1 ¼'	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
2"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
3"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
4"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29
6"	$1.14	$1.17	$1.19	$1.21	$1.24	$1.26	$1.29

With the rate increases shown above and the issuance of the $5.5 M bond, the City maintains good debt service coverage ratios and maintains over 150 days of cash on hand through 2028.

TABLE 2-6: SUMMARY OF KEY RATIOS

	2022	2023	2024	2025	2026	2027	2028
Net Revenues before Debt Service	$1,803,109	$930,232	$1,266,006	$1,630,460	$1,844,805	$1,986,134	$2,193,329
Debt Service	($83,158)	($443,023)	($443,023)	($443,023)	($443,023)	($443,023)	($443,023)

	2022	2023	2024	2025	2026	2027	2028
Capital Expenses	($4,701,500)	($1,405,291)	($745,813)	($1,125,509)	($1,904,699)	($1,488,508)	($1,552,268)
Debt Coverage Ratio	21.68	2.10	2.86	3.68	4.16	4.48	4.95
Days Cash on Hand	**412**	**291**	**275**	**258**	**194**	**180**	**179**

Under this option, cash on hand stays consistent with the City's goals into the future.

TABLE 2-7: SUMMARY OF KEY RATIOS AFTER 2028

	2029	2030	2031	2032
Net Revenues before Debt Service	$2,430,530	$2,626,392	$2,863,538	$3,092,031
Debt Service	($443,023)	($359,865)	($359,865)	($359,865)
Capital Expenses	($1,598,836)	($1,646,801)	$0	$0
Debt Coverage Ratio	5.49	7.30	7.96	8.59
Days Cash on Hand	**191**	**217**	**362**	**507**

Impacts on Existing Water Users

The actual amount paid by existing water users will vary depending on water usage. For example, if a residential water user now pays $14.75 monthly for a base rate and uses 6,000 gallons per month ($5.46 calculated by paying $0.91 per 1,000 gallons), their current total cost would be $20.21 per month or $242.52 annually. Under the new rates, which would begin January 1, 2022, the same residential ratepayer would pay $21.48 monthly or $257.76 annually, for an annual increase of $15.24. By 2032, this amount would increase to $35.25 monthly or $423.02 annually.

Benefits from Change in Water Rate Structure

Benefits from the proposed increase to the culinary water rates are that the City will be able to better meet its capital needs requirements as well as maintain a high level of service to its residents.

Debt Coverage Ratios

Minimum debt coverage ratios are generally assumed to be 1.25. All options maintain at least this ratio.

Days Cash on Hand

All options maintain the City's goal to maintain 180 days cash on hand on average and never get below 150 days cash on hand.

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Chapter 3 – Sewer Rates

Background and Approach

As stated previously, Clearfield City is experiencing growth. This also puts pressure on the City's sewer system to serve more customers. Further, inflationary costs are resulting in increased operating expenses and many parts of the sewer system are in need of repair. Rates must be designed to keep up with these changes and must be structured to fairly and equitably serve customer needs.

The approach used in this analysis is commonly referred to as a "revenue sufficiency model." All expenses (operating and capital) are first calculated, and then rates are structured to cover annual expenses, maintain sufficient debt service ratios, and to keep 180 days cash on hand in the sewer utility fund.

Operating Expenses

Growth in operating expenses is projected at an average annual rate of 3 percent per year based on historical costs as well as discussions with City staff. These expense projections are shown in detail in Appendix B.

Outstanding Debt

The City has one outstanding debt obligation in the sewer fund with a payment of $74,749 per year.

Capital Projects

There are 17 capital projects anticipated between 2022 and 2032. While the costs shown in the table below are in $2022, an inflation rate of three percent per year has been added to these projects in the financial model to cover the increased costs of construction for the year in which construction takes place.

TABLE 3-1: SEWER CAPITAL PROJECTS

Project #	Description	Estimated Cost	Year Budget
#270	500 West - 1700 S. to 2000 S. (ST/W/SW $242k/STRM /Grant $865k + Grant Total) (Rollover FY21)	$242,500	2022
#212	G Street Sewer Upgrade Phase 2, 3, and 4 (Add $335k to FY22 for Phase 4)	$1,195,000	2022
#220	1450 South State Chelemes (W/SW/STRM $771k Total) (Rollover FY21)	$10,000	2022
	Water Meter Replacement	$1,400,000	2022
#222	MOC Phase 3 (FY21 $60k for design from ST/W/SW/STRM/G for a total of $300k; ($5.3M total for phase 3 construction) hedgehog 19	$1,060,000	2022
#221	Update Sewer Capital Facilities Plan (Rollover FY21)	$9,000	2022
#210	350 South, State St to depot	$320,000	2023
#238	500 East, Center St. to 200 South – 8"	$249,500	2023
#226	975 South and 1480 W Streets ($1.581 mil total)	$518,000	2023
	Sycamore Street and 100 North - 8"	$158,000	2024
	Lynwood Drive, 500 East to End – 8"	$219,500	2024
	100 North St. 300 East to North Lynnwood Dr8"	$153,500	2024
	350 South - Birch to 750 East 8"	$125,000	2025

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Project #	Description	Estimated Cost	Year Budget
	Birch Street, 750 East to 450 South - 8”	$227,500	2026
	Freeport E Street, Phase II; 9th St to 13 the St -8inch (IF)	$725,000	2026
	Freeport E Street, Phase I; 3rd St to 9th St.-10inch (IF)	$1,125,000	2027
	Barlow South St, 550 N to 300 N	$268,000	2027
TOTAL		**$8,005,500**	

Cash Balances

The beginning cash balance in the Sewer Fund is $3,347,886.[6]

Rate Structuring

Current sewer rates are structured as follows:

TABLE 3-2: CURRENT SEWER RATES

Description	Amount
Base Rate	
Single-Family	$13.13
Commercial	$15.68
Flat Rate	$15.00
Multi-Family	$10.14
Usage Rate	
Commercial	
0 – 5,000 gallons	$2.20
5,000+ gallons	$0.65

Current Rate Projections

The current rate structure, with no projected rate increases and no new bonds issued, falls somewhat below the desired standards of days cash on hand in some future years. Also, after 2025, the net operating revenue of the Sewer Fund is expected to decrease annually indicating that expenses are growing more quickly than revenues. Financial projections for the current rates with no future rate increases or issuance of bonds are shown in the following table.

[6] Source: Clearfield City

TABLE 3-3: CURRENT RATE PROJECTIONS

	2022	2023	2024	2025	2026	2027	2028
Net Revenues before Debt Service	$1,776,498	$805,330	$1,038,117	$1,226,673	$1,116,190	$940,407	$910,544
Debt Service	($74,749)	($74,749)	($74,749)	($74,749)	($74,749)	($74,749)	($74,749)
Capital Expenses	($3,916,500)	($1,120,125)	($563,338)	($136,591)	($1,072,047)	($1,614,869)	$0
Debt Service Coverage Ratio	23.77	10.77	13.89	16.41	14.93	12.58	12.18
Days Cash on Hand	**299**	**141**	**212**	**444**	**386**	**146**	**312**

Proposed Rate Options

Several options for rate increases are included below. General rate objectives considered in this analysis include:

- Ensure sufficient revenues to cover all operating costs and maintain a debt coverage ratio of at least 1.25;[7]
- Maintain 180 days cash on hand on average and never get below 150 days cash on hand;
- Balance minimizing rates with minimizing new debt obligations when debt obligations are considered; and
- Proposed rates should be easy to implement and administer.

The proposed sewer rates are structured to ensure that new capital improvements can be constructed, that inflationary operating costs can be met and that the sewer utility fund maintains at least 180 days cash on hand.

Proposed Rate Increases

Single-family, commercial, and flat rate base rates would increase, beginning January 1, 2022, by 2 percent and will continue to increase by 2 percent thereafter starting January 1, 2023. The Multi-Unit base rates would increase, beginning January 1, 2022, by 3 percent and will continue to increase by 3 percent thereafter starting January 1, 2023. All commercial usage rates would increase, beginning January 1, 2022, by 2 percent. Usage rates will continue to increase by 2 percent per year thereafter starting January 1, 2023. No bonds need to be issued.

TABLE 3-4: PROPOSED SEWER RATES

	2022	2023	2024	2025	2026	2027	2028
Base Rate	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***	***2%***
Single-Family	$13.39	$13.66	$13.93	$14.21	$14.50	$14.79	$15.08
Commercial	$15.99	$16.31	$16.64	$16.97	$17.31	$17.66	$18.01
Flat Rate	$15.30	$15.61	$15.92	$16.24	$16.56	$16.89	$17.23

[7] Debt coverage ratios are measured by comparing operating cash (revenues less operating expenses) to annual debt service obligations before capital costs.

	2022	2023	2024	2025	2026	2027	2028
	3%	*3%*	*3%*	*3%*	*3%*	*3%*	*3%*
Multi-Family	$10.44	$10.76	$11.08	$11.41	$11.76	$12.11	$12.47
Usage Rate							
Commercial	*2%*	*2%*	*2%*	*2%*	*2%*	*2%*	*2%*
0 – 5,000 gallons	$2.24	$2.29	$2.33	$2.38	$2.43	$2.48	$2.53
5,000+ gallons	$0.66	$0.68	$0.69	$0.70	$0.72	$0.73	$0.75

With these proposed rate increases, the Sewer Fund will easily maintain sustainability and will keep pace with inflationary costs.

TABLE 3-5: PROPOSED RATE INCREASE KEY RATIOS

	2022	2023	2024	2025	2026	2027	2028
Net Revenues before Debt Service	$1,816,607	$889,788	$1,174,338	$1,424,359	$1,378,997	$1,268,032	$1,306,021
Debt Service	($74,749)	($74,749)	($74,749)	($74,749)	($74,749)	($74,749)	($74,749)
Capital Expenses	($3,916,500)	($1,120,125)	($563,338)	($136,591)	($1,072,047)	($1,614,869)	$0
Debt Service Coverage Ratio	24.30	11.90	15.71	19.06	18.45	16.96	17.47
Days Cash on Hand	**311**	**177**	**284**	**568**	**576**	**414**	**671**

Impacts on Existing Sewer Ratepayers

Single-family sewer ratepayers currently pay $13.13 per month ($157.56 annually). Under the new rates, which would begin January 1, 2022, the same residential ratepayer would pay $13.39 monthly or $160.68 annually. By 2032, monthly rates will increase to $16.33 per month ($195.96 annually).

Benefits from Change in Sewer Rate Structure

Benefits from the change in the sewer rates are that the City will be able to better meet its capital needs requirements as well as maintain a high level of service to its residents.

Debt Coverage Ratios

Minimum debt coverage ratios are generally assumed to be 1.25. The proposed rate increases maintain at least this ratio. No new bonds are anticipated.

Days Cash on Hand

The proposed rate increases maintain the City's goal to keep 180 days cash on hand on average and never get below 150 days cash on hand.

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Chapter 4 – Storm Water Rates

Background and Approach

Due to the growth in the City, and the paving of formerly pervious surfaces, the City will experience more demands on its storm water system. Further, inflationary costs are resulting in increased operating expenses and many parts of the storm water system are in need of repair. Rates must be designed to keep up with these changes and must be structured to fairly and equitably serve customer needs. The City currently charges a flat monthly rate based on customer class.

The approach used in this analysis is commonly referred to as a "revenue sufficiency model." All expenses (operating and capital) are first calculated, and then rates are structured to cover annual expenses, maintain sufficient debt service ratios, and to keep at least 180 days on hand in the storm water utility fund.

Operating Expenses

Growth in operating expenses is projected at an average annual rate of 3 percent per year per budget line item based on input from City staff. Operational expenses include the new costs attributable to new development, as well as inflationary expenses. These expense projections are shown in detail in Appendix C.

Outstanding Debt

There is no outstanding debt in the storm water fund.

Capital Projects

There are 26 capital projects anticipated between 2022 and 2032. While the costs shown in the table below are in $2022, an inflation rate of three percent per year has been added to these projects in the financial model to cover the increased costs of construction over time.

TABLE 4-1: STORM WATER CAPITAL PROJECTS

Project #	Description	Estimated Cost	Year Budget
#270	500 West - 1700 S. to 2000 S. (ST/W/SW/STRM $100k/Grant $865k + Grant in Total) (Rollover FY21)	$100,000	2022
#230	1100 South, 1500 E to 1700 E (W/STRM $730k Total) (Rollover FY21)	$10,000	2022
#205	H Street Phase 1, 2, 3, and 4 (Rollover FY21)	$2,197,000	2022
#220	1450 South State Chelemes (W/SW/STRM $771k Total) (Rollover FY21)	$10,000	2022
#222	MOC Phase 3 (FY21 $60k for design from ST/W/SW/STRM/G for a total of $300k; ($5.3M total for phase 3 construction) hedgehog 19	$1,060,000	2022
#253	#FY22 Reimbursement DWCC/Airlane Drive Drainage	$132,875	2022

Project #	Description	Estimated Cost	Year Budget
#254	FY22 700 South Reservoir Site Repairs/PRV and Flow Valve Rebuild (W/STRM)	$12,000	2022
#252	FY22 South Side of Cemetery	$60,000	2022
#238	500 East, Center to 200 South - new 15”	$305,700	2023
#226	975 South and 1480 W Streets – Curb and Gutter ($1.581 mil total)	$117,000	2023
	Dump Station	$75,000	2023
	1000 W, S.R.193 to 300 N Mill and Fill	$23,000	2023
	800 North, 1000 W to 450 W – Pavement (w/ Clinton)	$13,500	2023
	Master Plan Update	$50,000	2023
	Sycamore Circle and 100 North – 15”	$352,500	2024
	Lynwood Drive, 500 East to End – C&G	$65,000	2024
	1000 E, State St to Antelope Dr., Mill and Fill	$13,500	2024
#235	Update Storm CFP	$9,000	2024
	350 South - Birch to 750 East 8”	$84,000	2025
	300 North	$365,000	2025
	Freeport Industrial Parkway, North of 1700 South – 15”, 18”, 24”	$723,500	2026
#239	Birch Street, 750 East to 450 East	$125,500	2026
#246	Barlow South Street, 550 North to 350 North - 18”	$380,000	2027
	Project 1	$750,000	2028
	Project 2	$750,000	2029
	Project 3	$750,000	2030
TOTAL		**$8,534,075**	

Cash Balances

The beginning cash balance in the Storm Water Fund is $3,118,859.[8]

Rate Structuring

Current storm water rates are structured as follows:

TABLE 4-2: CURRENT STORM WATER RATES

	Monthly Amount
Residential	
Single-Family and Duplex	$6.55
Tri-Plex and Four-Plex	$6.55
Commercial	
0% Retention Rate	$6.55
20% Retention Rate	$5.24
30% Retention Rate	$4.59
50% Retention Rate	$3.28

[8] Source: Clearfield City

Current Rate Projections

The current rate structure, with no projected rate increases and no new bonds issued, fails to meet the future needs of the Storm Water Fund. The upcoming capital expenses required to maintain the current service level create a further financial strain under current rates. After 2025, the net operating revenue of the Storm Water Fund is expected to decrease annually indicating that expenses are growing more quickly than revenues. Financial projections for the current rates with no future rate increases or issuance of bonds are shown in the following table.

TABLE 4-3: CURRENT RATE PROJECTIONS

	2022	2023	2024	2025	2026	2027	2028
Net Revenues before Debt Service	$1,255,737	$154,542	$194,459	$241,287	$239,304	$209,907	$191,595
Debt Service	-	-	-	-	-	-	-
Capital Expenses	($3,581,875)	($601,726)	($466,796)	($490,634)	($955,557)	($440,524)	($895,539)
Debt Service Coverage Ratio	-	-	-	-	-	-	-
Days Cash on Hand	**272**	**52**	**(83)**	**(203)**	**(472)**	**(570)**	**(811)**

Proposed Rate Options

One rate option is proposed for storm water.

- Ensure sufficient revenues to cover all operating costs and maintain a debt coverage ratio of at least 1.25;[9]
- Maintain 180 days cash on hand on average and never get below 150 days cash on hand;
- Balance minimizing rates with minimizing new debt obligations when debt obligations are considered; and
- Proposed rates should be easy to implement and administer.

The proposed storm water rate is structured to ensure that new capital improvements can be constructed, that inflationary operating costs can be met and that the water utility fund maintains at least 180 days cash on hand.

Proposed Storm Water Rates

The new proposed storm water rate consolidates all categories to the same rate. The rate would increase, beginning January 1, 2022, by 5 percent. Rates will then increase by 4 percent per year starting January 1, 2023 and continuing through 2025. Beginning January 1, 2026, rates will increase by 3 percent per year.

[9] Debt coverage ratios are measured by comparing operating cash (revenues less operating expenses) to annual debt service obligations before capital costs.

TABLE 4-4: PROPOSED STORM WATER RATES

	2022 (2nd Half)	2023	2024	2025	2026	2027	2028
	5%	*4%*	*4%*	*4%*	*3%*	*3%*	*3%*
Storm Water Rate (All Customers)	$6.88	$7.15	$7.44	$7.74	$7.97	$8.21	$8.45

With these proposed rate increases, the Storm Water Fund will maintain sustainability.

TABLE 4-5: PROPOSED RATE INCREASE KEY RATIOS

	2022	2023	2024	2025	2026	2027	2028
Net Revenues before Debt Service	$1,539,270	$497,221	$604,198	$727,833	$789,012	$821,820	$868,012
Debt Service	-	-	-	-	-	-	-
Capital Expenses	($3,581,875)	($601,726)	($466,796)	($490,634)	($955,557)	($440,524)	($895,539)
Debt Service Coverage Ratio	-	-	-	-	-	-	-
Days Cash on Hand	**383**	**279**	**281**	**317**	**215**	**294**	**383**

Impacts on Existing Storm Water Users

Existing ratepayers of a single-family home currently pay $6.55 per month ($78.60 annually). Under the new rates, which would begin January 1, 2022, the same residential ratepayer would pay $6.88 monthly or $82.56 annually. By 2032, monthly rates will increase to $9.51 per month ($114.12 annually).

Benefits from Change in Storm Water Rate Structure

Benefits from the change in the storm water rates are that the City will be able to better meet its capital needs requirements as well as maintain a high level of service to its residents.

Debt Coverage Ratios

Minimum debt coverage ratios are generally assumed to be 1.25. The proposed rate increases maintain at least this ratio.

Days Cash on Hand

The proposed rate increases maintain the City's goal to keep 180 days cash on hand on average and never get below 150 days cash on hand.

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Appendix A – Culinary Water Rate Increase

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Appendix B – Sewer Rate Increase

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Appendix C – Storm Water Rate Increase

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CONSOLIDATED FEE SCHEDULE
CLEARFIELD CITY CORPORATION

UTILITIES

Water	Increase per Year	2022	2023	2024
Water rates are from January 1st to December 31st				
Single Family				
Base Fee (5/8" meter)	6%	$15.86	$16.81	$17.82
Usage rates Charges per 1,000 gallons				
0 - 10,000	2%	$0.94	$0.96	$0.98
10,001 - 40,000	2%	$1.09	$1.11	$1.14
40,001 - 60,000	2%	$1.25	$1.27	$1.30
60,001 - 80,000	2%	$1.43	$1.46	$1.49
80,000 +	2%	$1.59	$1.62	$1.65
Multi-Family Units, Apartment Houses & Mobile Home Parks				
(7,000 gallons allowed per unit, then commercial rates apply)				
Each Unit	2%	$1.14	$1.17	$1.19
Commercial	**Increase per Year**			
Base fee, based on meter size				
5/8" - 3/4"	6%	$22.56	$23.92	$25.35
1" - 1 1/2"	6%	$87.76	$93.03	$98.61
2"	6%	$115.14	$122.05	$129.37
3"	6%	$295.03	$312.74	$331.50
4"	6%	$451.84	$478.95	$507.69
6"	6%	$802.91	$851.08	$902.15
Usage rates per 1,000 gallons		$1.14	$1.17	$1.19
Sprinkling lawns, unmetered - base fee from 5/8" commercial rate plus per square foot of lawn area.				
Unmetered lawn accounts will be billed monthly for a five (5) month period each year, from May 1 up to and including September 30.	2%	$0.006425	$0.006554	$0.006685
Fire Protection Standby Charge:				
Sprinkling system standby charge per diameter inch of main pipe supply	2%	$3.80	$3.88	$3.95
More than one User:				
Minimum monthly fee based on meter size. Usage rates shall be divided equally between users, unless users present a written agreement that fees shall be charged on different basis other than equally.				
Unmetered Services				
Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees				
8 or fewer employees minimum 1.0" meter size	2%	$105.33	$107.44	$109.59
9 or more employees, charged at 2.0" meter size	2%	$138.29	$141.06	$143.88

Sewer

				2022	2023	2024
Residential						
Single Family Base	Clearfield City	2% per year	beginning Jan 1	$13.39	$13.66	$13.93
	North Davis Sewer District		beginning July 1	$21.50*	$21.50*	$21.50*
Multi-Unit Base						
	Clearfield City	3% per year	beginning Jan 1	$10.44	$10.76	$11.08
	North Davis Sewer District		beginning July 1	$21.50*	$21.50*	$21.50*
Commercial						
Base Rate	Clearfield City	2% per year	beginning Jan 1	$15.99	$16.31	$16.64
	North Davis Sewer District		beginning July 1	$21.50*	$21.50*	$21.50*
Usage rates 0-5,000	Clearfield City	2% per year	beginning Jan 1	$2.24	$2.29	$2.33
Usage rates 5,000+	Clearfield City	2% per year	beginning Jan 1	$0.66	$0.68	$0.69
	North Davis Sewer District		beginning July 1	$2.15*	$2.15*	$2.15*

*subject to change by the North Davis Sewer District

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

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

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

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

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

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

Storm Water

		2022	2023	2024
Residential				
Single-Family per ESU and duplex	4% per year	$6.88	$7.15	$7.44
Tri-plex and fourplex				
Apartments with more than 4 units at Commercial rate				
Commercial				
Retention Percent				
0%		$6.88	$7.15	$7.44
20%		$5.50	$5.72	$5.95
30%		$4.82	$5.01	$5.21
50%		$3.44	$3.58	$3.72

(2,700 sq ft of impervious surface equals 1 ESU)
Credit for On-Site Mitigation:
50% with maximum release of 0.20 cfs/ac and having installed an approved sand & oil interceptor
30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention basin within a
20% with maximum release of 0.20 cfs/ac within an impervious surface area on the site or within a

Residential Solid Waste (Garbage) & Recyclables

Base fee--1st trash container	$16.75
Each additional trash container	$10.00
First recycle container	$4.95
Each additional recycle container	$4.95

Utility Taxes

Six percent (6%) of total water and sewer charges

Misc. Fees

Refundable security deposit	$120.00
Late Fee	$10.00 or 1.5%, whichever is greater
Second Delinquent Notice	$10.00
Third Delinquent Notice-Disconnect Eligible	$35.00
Administrative fine for violations of Title 9	Not less than $100, nor more than $250

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Eric Howes, Community Services Director

MEETING DATE: November 16, 2021

SUBJECT: Consolidated Fee Schedule change to include fee for mortuaries who fail to provide adequate notice of services.

RECOMMENDED ACTION

Consider approval the proposed changes to the consolidated fee schedule related to mortuaries providing late notice, or no notice of scheduled services.

DESCRIPTION / BACKGROUND

Over the course of the past year, we have had multiple occurrences where mortuaries have coordinated funeral services with a family and have then failed to notify the City of the date and time of the service. In these instances, the City appears unprofessional, and our staff then are required to scramble to prepare a grave with little or no notice. The family only knows that the City failed to have the grave prepared for a scheduled service and the reputation of the City and our staff is compromised.

The intent of the proposed fee is to encourage mortuary personnel to provide the City with reasonable notice (more than 48 hours) of any scheduled services. Advance notice is critical to our ability to schedule personnel and have the grave site prepped and ready for the service and to provide the families with as positive an experience as possible.

HEDGEHOG ANALYSIS

This proposed fee has not been scored.

CORRESPONDING POLICY PRIORITY (IES)

Providing quality municipal services. The staff at the Clearfield Cemetery have a very high standard of care for the cemetery and the services that are held there. It is our goal to meet or exceed the expectations of our customers. Past experience has reflected poorly on the City in this area and the proposed fee is an attempt to encourage these other organizations to work with us more effectively.

FISCAL IMPACT

a. **FISCAL –** The goal would be to never have to collect this fee. However, when necessary, the financial impact of the fee should be sufficient to discourage repeat offenses.

b. **OPERATIONS / SERVICE DELIVERY**- The goal of our staff is to provide exceptional service to those who are grieving the loss of a loved one. Without timely notice from the mortuaries, it is impossible for our staff to know when services have been scheduled. Receiving late or no notice of these important events interrupts other planned operations and paints a poor picture of our team.

ALTERNATIVES

- No fees could be charged.
- A lower fee could be charged.

SCHEDULE / TIME CONSTRAINTS

The new fees will go into effect upon approval by the Council.

LIST OF ATTACHMENTS

Draft Consolidated Fee Schedule with Proposed Changes

Non-residential
Storm water per ESU (1 ESU = 2,700 sq. ft. of impervious surface)
If there is storm water detention onsite, the fee is reduced if the detention area is:
Paved - 20% reduction
Grassed - 30% reduction
Sand & Oil Interceptor - 50% reduction

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

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

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

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

DOG LICENSES

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

FIRE HYDRANT METERS

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

NEIGHBORHOOD DUMPSTERS

$100.00

CEMETERY FEES

	Resident	Non-resident
Plot - adult (includes perpetual upkeep)	$450.00	$950.00
Interment - adult	$300.00	$600.00
Plot - infant (includes perpetual upkeep)	$150.00	$400.00
Interment - infant/cremains	$200.00	$300.00
Plot - cremains (includes perpetual upkeep)	$250.00	$500.00
Interment extra fee for evenings/weekends/holidays*	$200.00	$250.00
* Evening services are defined as those that are scheduled for 3:30pm or later.		
Late Notice Fee (assessed to mortuaries failing to notify of date/time or notify within 48 hours)	$500.00	$500.00
Disinterment	$500.00	$500.00
Cemetery Certificate transfer fee- resident to non-resident within 1 year of purchase	$100.00	
All other certificate transfers	$10.00	$10.00
Gravesite Marker (for second and each additional time)	$25.00	$25.00

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Chief Kelly Bennett and Officer Heather Arnell

MEETING DATE: November 16, 2021

SUBJECT: VAWA Program Update

RECOMMENDED ACTION

N/A – This is a quarterly update regarding the VAWA Program.

DESCRIPTION / BACKGROUND

The Clearfield Police Department was awarded the Stop Violence Against Women's Act (VAWA) grant in January of 2020. The grant funds 50% of an officer's wage as well as allows for training and equipment. Clearfield City provides an in-kind match for some of the equipment and training. The department recently received notification that the grant will continue through the next two calendar years and we intend on applying for the grant again in December of 2022. The VAWA program meets the department's goal of improving victim services and becoming a more victim centered agency. This means our investigations focus on the needs of the victims, providing better training to officers on trauma informed investigations, and meeting the needs of victims of domestic violence.

Three main goals were set for the Clearfield Police VAWA Program:

- The VAWA Investigator will collaborate with allied agencies to improve services to victims of our community.
- The VAWA Investigator will work to improve victim's confidence and trust in law enforcement.
- The VAWA Investigator will work collaboratively with allied agencies to provide training to agencies serving VAWA eligible victims.

HEDGEHOG ANALYSIS

Recently, the Police Department Command Staff reviewed the VAWA Program and scored the program as a High Value (score of 21).

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing Quality Municipal Services & Maintaining a Highly Motivated and Well-Trained Workforce

FISCAL IMPACT

The VAWA grant funds 50% of the Clearfield VAWA officer's salary and the other portion is funded by the General Fund.

ALTERNATIVES

N/A

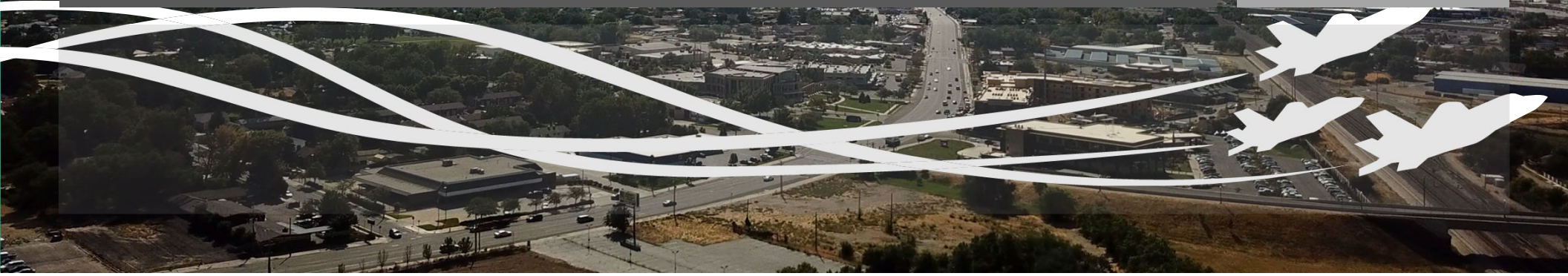
SCHEDULE / TIME CONSTRAINTS

N/A

LIST OF ATTACHMENTS

PowerPoint Slides

Clearfield Police Department VAWA Program



VAWA Program

- ***VAWA*** = *Violence Against Women Act*
- *50% Grant Funded*
- *Consists of 1 VAWA Officer (currently Officer Arnell)*
- *Supervised by Sergeant Ferreira*

VAWA Program Goals

- *Collaborate with allied agencies to improve services to victims of our community*
- *The VAWA Investigator will work to improve victim's confidence and trust in law enforcement*
- *The VAWA Investigator will work collaboratively with allied agencies to provide training to agencies serving VAWA eligible victims*

VAWA Stats (Mar 16, 2021 – Oct 31, 2021)

Total Cases Reviewed	*494*
Victims Referred to Other Services/Programs	*295*
Cases Screened with Prosecutors	*33*
Protective Order Assistance	*110*
Victims Referred to DBH, DCFS, etc.	*9*

VAWA
Collaboration & Training

- *Jail Release Agreements – Updates*
- *Davis County District Victims Advocate Mtg*
- *Take a Stand Against DV Walk*
- *All CPD Officers received updated DV Training*
- *Trained two Police Agencies in Davis County*
- *Davis County DV Coalition – Bystander Training*



VAWA Benefits

- *Agg Assault – Jeremy Pyne AP&P/located and arrested*
- *Victim: I.N. – linked w/ Resources*

STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Chief Kelly Bennett
MEETING DATE:	November 9, 2021
SUBJECT:	Interlocal Agreement for School Resource Officers in Clearfield City – Update

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RECOMMENDED ACTION

Review the updates to the Interlocal Agreement for School Resource Officers in Clearfield City and recommend approval of the updates.

DESCRIPTION / BACKGROUND

The Clearfield Police Department provides a school resource officer for Clearfield High School and North Davis Jr. High. The officers work full time in their assigned school during the school year. Both officers are assigned to the Administrative Services Division; however, during the summer they work several patrol shifts as well as fulfill other community policing assignments. Recently, the Davis School District updated the Interlocal Agreement for School Resource Officers in Clearfield City. The updates address the following changes:

- Duties and training requirements conform with recent Utah Legislative updates.
- Procedures relevant to criminal investigations that occur on school property. The procedures now correspond with recent Utah Legislative updates.
- Accepting feedback from school administrations relevant to officer selection and evaluations. In the past the police department has consulted with school administration about the officer selection process as well as performance updates.
- Procedures relevant to accessing live school video feeds during an emergency. The Davis School District is providing a live school video feed to the four 911 dispatch centers in Davis County. The school district will display the live school video feed in each dispatch center when there is an emergency occurring in any of the schools in the district.
- Minor wording changes.

HEDGEHOG ANALYSIS

Earlier this year during a Department Update Meeting with the executive staff, the police administration and two sergeants reviewed the Hedgehog Analysis Tool. The Hedgehog Analysis score was an 18 (high value). After discussing the current school resource officer program and its high value,

we determined to continue to provide school resource officers to Clearfield High School and North Davis Jr. High School.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing this service meets the three policy priorities; 1) Providing Quality Municipal Services, 2) Improving Clearfield's Image, Livability, and Economy, and 3) Maintain a Highly Motivated and Well-Trained Workforce.

FISCAL IMPACT

The Davis School District provides approximately $71,000 annually for two full time officers who are assigned to Clearfield High School and North Davis Jr. High School. The $71,000 is approximately 40% of the combined wages of the two full time officers. The percentage fluctuates depending on who is selected to be a school resource officer. The current school resource officers have a combined yearly compensation amount of $175,000. However, due to the police staffing shortages, there is only one school resource officer assigned to respond to both schools, the other officer is working in the patrol division. When staffing levels improve, the second school resource officer will be assigned to help with the school resource officer program.

ALTERNATIVES

Separate from the interlocal agreement and only have patrol officers respond to the schools when there is a need for a police response. This alternative will remove the presence of an officer inside of the school, delay response times, and create a lack of communication with the school administrators relevant to supporting staff and students with a safe learning environment.

SCHEDULE / TIME CONSTRAINTS

The adoption of the interlocal agreement is scheduled for the November 23, 2021, policy session.

LIST OF ATTACHMENTS

Interlocal Agreement for School Resource Officers in Clearfield City (final copy)

Interlocal Agreement for School Resource Officers in Clearfield City (identified changes)

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
CLEARFIELD CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, of Farmington City, Davis County, State of Utah, (hereinafter referred to as the "District"), and CLEARFIELD CITY CORPORATION, located in Clearfield, Davis County, State of Utah, (hereinafter referred to as the "City"), as follows:

RECITALS

I. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

II. The City is a Municipal Corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

III. The District owns educational facilities and provides educational services to children residing within the boundaries of Davis County.

IV. The City employs trained law enforcement officers qualified to act as School Resource Officers (SROs).

V. The District has need for SROs to perform law enforcement related services in connection with its facilities and programs.

VI. The City and the District are desirous of entering into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively providing SROs on District property and in connection with District programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of five (5) years, unless terminated by the mutual consent of both parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS AND SERVICES

Representatives of each party shall meet annually to review the continued applicability of the provision of services and the associated reimbursements outlined in this Agreement. The District shall annually compensate the City for the services provided hereunder, as agreed to annually, no later than January 15th of each calendar year for the current school year.

In the event that the parties are unable to agree upon the continued applicability of the provision of services and the reimbursements associated therewith during the Annual Review, this Agreement may be terminated by either party as outlined in Section 17 below.

3. NO SEPARATE ENTITY

No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the parties to more efficiently and effectively provide SROs to District facilities and programs to accomplish the following:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

B. To provide for and maintain a safe, healthy, and productive learning environment in a school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and emphasize the use of restorative approaches to address negative behavior;

D. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and

E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

5. DISIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign two (2) of its law enforcement officers to act as and provide SROs services during the term of this Agreement as follows:

Clearfield High School – One full-time SRO; and

North Davis Junior High School – One full-time SRO.

B. Both Parties agree to jointly discuss SRO applicants. SROs shall at all times remain employees of the City and shall be subject to the administration, supervision and control of the City, except as outlined in this Agreement.

C. The City will accept feedback from the District about an SRO's performance. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's. The City shall hold the District harmless and indemnified from and against any and all claims, suits or causes of action, or employment practices brought by SRO's.

D. In the event an SRO is absent from work, the City agrees upon request from the District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly assigned SRO's absence.

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SROs from the schools as listed herein without replacing the officers for the duration of the special circumstances. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.

6. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and/or assigning law enforcement officers to act as SROs pursuant to this Agreement, the City shall take the following qualifications and factors into consideration:

A. Shall be a sworn law enforcement officer and should have at least two years of law enforcement experience;

B. Shall possess a sufficient knowledge of the applicable federal and state laws, City and County ordinances, and Board of Education policies and regulations as applicable to SRO's;

C. Shall be capable of conducting in-depth criminal investigations;

D. Shall possess even temperament and set a good example for students; and

E. Shall possess communication skills which would enable the officer to function effectively within the school environment.

7. DUTIES OF SCHOOL RESOURCE OFFICERS

SROs are intended to provide the following services pursuant to the terms of this Agreement.

A. To protect lives and property for the citizens and public school students of the District;

B. To enforce federal, state, and local criminal laws and ordinances within their jurisdiction;

C. Shall not enforce school administrative regulations. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance, and consultation. School administrators should handle issues that are the exclusive concern of school officials and do not constitute a violation of the law;

D. To investigate criminal activity committed on or adjacent to school property;

E. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

F. To answer questions that students may have about Utah criminal or juvenile laws;

G. To assist other law enforcement officers with outside investigations concerning

students attending the school(s) to which the SRO is assigned;

H. To assist in providing security for special school events or functions at the request of the principal or the principal's designee;

I. To provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public;

J. To notify his/her immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;

K. To notify his/her immediate supervisor and the School Safety Coordinator of any event that could cause media representatives to inquire about a newsworthy incident;

L. To submit all incidents and arrest reports to the SRO's agency according to their departmental policy;

M. To maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voicemail, and cellular phones. Voicemail and e-mail should be checked each working day for any broadcast messages;

N. To assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and

O. To formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

8. CHAIN OF COMMAND

As employees of the City, SROs shall follow the chain of command as set forth in the Clearfield City Police Department Policies and Procedure Manual. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING

Training of SROs for the purpose of maintaining their law enforcement certification shall be at the direction of the City. The District may also provide training in Board of Education Policies, regulations, and procedures.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SRO's agency.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor vehicles. The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City.

B. Weapons and ammunition. The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

C. Office Supplies. The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

D. Communication. The City agrees to provide SROs with the necessary communication equipment.

E. The school should the SRO with a desk, chair, computer; office work area; and keys for school access.

12. DUTY HOURS

Specific SRO duty hours at a particular school shall be set by mutual agreement between the City and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

A. The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. It is the responsibility of the SRO to assure that his/her actions regarding involvement in investigations and searches complies with the applicable standards to assure any evidence obtained is admissible in a court of law.

B. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, a status offense on school property, the SRO may

not refer the student to a prosecuting attorney or a court of law. Working with the school principal or the principal's designee, the SRO may refer the student to evidence-based alternative interventions; and

C. An SRO shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody.

14. ACCESS TO EDUCATION RECORDS

A. SROs shall be designated as "law enforcement units" for the purposes of school records as required by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SROs for the purpose of maintaining safe schools.

B. Records or files which the SRO creates and maintains for a law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law.

C. Law enforcement officials other than the SRO may inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, these law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

D. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only upon the issuance of a search warrant or subpoena to produce the records, with written consent of the student's parent or guardian, or as otherwise provided by law, or as otherwise provided by law.

15. ACCESS TO SECURITY FEED

A. To provide faster response times to emergencies in our communities, the District shall provide limited, cost free, live access to its closed caption security cameras (hereinafter "Security Feed") to the City's Police Department employees. The District will maintain all software related to the transmission of this Security Feed to the City and will provide password-protected accounts to City employees by which they can access the Security Feed;

B. The City may not allow its employees to view Security Feeds of schools located outside their City's jurisdiction. The City may not allow employees to use another employee's account. The City must report to the District any security concern as soon as possible; and

C. The District reserves the right to suspend or cancel the City's access to the Security Feed unilaterally for cause or not for cause.

16. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such other party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

17. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either party giving written notice to the other party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

18. ASSIGNMENT

Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other party shall be void.

19. BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, agents, employees, representatives, successors and assigns.

20. AMENDMENTS

This Agreement may be amended only in writing signed by the parties hereto. A copy of each amendment shall be given to each of the parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of the District.

21. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be 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. Nothing herein shall be construed to waive any of the privileges and immunities available to either party under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

22. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a party hereto.

23. SEVERABILITY

If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. APPROVAL BY GOVERNING BODY

This Agreement shall not be effective until approved by Resolution of the governing body of each party and filing of duplicate originals with the official keeper of records of each party.

25. ENTIRE AGREEMENT

The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

26. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

27. DISPUTE RESOLUTION

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the Davis School District Security Coordinator and the Clearfield City Chief of Police shall be involved.

Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

GORDON ECKERSLEY
President

ATTEST:

CRAIG CARTER
Business Manager

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

BENJAMIN ONOFRIO
Legal Counsel

CLEARFIELD CITY

MARK SHEPHERD
Mayor

JJ ALLEN
City Manager

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

STUART WILLIAMS
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2021, personally appeared before me JOHN L. ROBISON and CRAIG CARTER, who being by me duly sworn did say, each for himself, that he, John L. Robison, is the President of the Board of Education of Davis School District ("Board"), and he, Craig Carter, is the Business Administrator of the Board, and that the foregoing instrument was signed on behalf of the Board by authority of the Board and John L. Robison and Craig Carter each duly acknowledged to me that the Board executed the same and that the seal affixed is the seal of the Board.

_____
NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2016 personally appeared before me MARK SHEPHARD and JJ ALLEN, who being by me duly sworn did say, each for himself, that he, Mark Shephard, is the Mayor, and that he, JJ ALLEN, is the City Manager, and that the foregoing instrument was signed on behalf of Clearfield City and each did duly acknowledge that Clearfield City executed the same and that the seal affixed is the seal of Clearfield City Corporation.

_____
NOTARY PUBLIC
Residing at:
My Commission Expires:

Changes

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
CLEARFIELD CITY

THIS AGREEMENT is made and entered into this _____ day of _____, ~~2016~~2021, by and between the BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, of Farmington City, Davis County, State of Utah, (hereinafter referred to as the "District"), and CLEARFIELD CITY CORPORATION, located in Clearfield, Davis County, State of Utah, (hereinafter referred to as the "City"), as follows:

RECITALS

I. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

II. The City is a Municipal Corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

III. The District owns educational facilities and provides educational services to children residing within the boundaries of Davis County.

IV. The City employs trained law enforcement officers qualified to act as School Resource Officers (SROs).

V. The District has need for SROs to perform law enforcement related services in connection with its facilities and programs.

VI. The City and the District are desirous of entering into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively providing SROs on District property and in connection with District programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of five (5) years, unless terminated by the mutual consent of both parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS AND SERVICES

Representatives of each party shall meet annually to review the continued applicability of the provision of services and the associated reimbursements outlined in this Agreement. The District shall annually compensate the City for the services provided hereunder, as agreed to annually, no later than January 15th of each calendar year for the current school year.

In the event that the parties are unable to agree upon the continued applicability of the provision of services and the reimbursements associated therewith during the Annual Review, this Agreement may be terminated by either party as outlined in Section ~~16~~ 17 below.

3. NO SEPARATE ENTITY

No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the parties to more efficiently and effectively provide SROs to District facilities and programs to accomplish the following:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

~~B. To encourage SRO's to attend extra-curricular activities held at schools, when~~

~~possible, such as PTA meetings, School Community Council meetings, athletic events and concerts;~~

~~C~~B. ~~To foster a safe and secure environment on District facilities and at District programs by acting swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances~~ substances~~To~~ provide for and maintain a safe, healthy, and productive learning environment in a school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and emphasize the use of restorative approaches to address negative behavior;

D. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and

E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus~~; and~~.

~~F. To encourage SRO's to provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public.~~

5. DISIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign two (2) of its law enforcement officers to act as and provide SROs services during the term of this Agreement as follows:

Clearfield High School – One full-time SRO; and

North Davis Junior High School – One full-time SRO.

B. Both Parties agree to jointly discuss SRO applicants. SROs shall at all times remain employees of the City and shall be subject to the administration, supervision and control of the City, except as outlined in this Agreement.

C. The City will accept feedback from the District about an SRO's performance. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's. The City shall hold the District harmless and indemnified from and against any and all claims, suits or causes of action, or employment practices brought by SRO's.

D. In the event an SRO is absent from work, the City agrees upon request from the

District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly assigned SRO's absence.

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SROs from the schools as listed herein without replacing the officers for the duration of the special circumstances. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.

6. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and/or assigning law enforcement officers to act as SROs pursuant to this Agreement, the City shall take the following qualifications and factors into consideration:

A. Shall be a sworn law enforcement officer and should have at least two years of law enforcement experience;

B. Shall possess a sufficient knowledge of the applicable federal and state laws, City and County ordinances, and Board of Education policies and regulations as applicable to SRO's;

C. Shall be capable of conducting in-depth criminal investigations;

D. Shall possess even temperament and set a good example for students; and

E. Shall possess communication skills which would enable the officer to function effectively within the school environment.

7. DUTIES OF SCHOOL RESOURCE OFFICERS

SROs are intended to provide the following services pursuant to the terms of this Agreement.

A. To protect lives and property for the citizens and public school students of the District;

B. To enforce federal, state, and local criminal laws and ordinances within their jurisdiction;

C. Shall not enforce school administrative regulations. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance, and consultation. School administrators should handle issues that are the exclusive

concern of school officials and do not constitute a violation of the law;

D. To investigate criminal activity committed on or adjacent to school property;

E. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

F. To answer questions that students may have about Utah criminal or juvenile laws;

G. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

H. To assist in providing security for special school events or functions at the request of the principal or the principal's designee;

I. To provide traffic control ~~during the arrival and departure of students when necessary~~ and enforcement at schools when deemed necessary for the safety and protection of students and the general public;

J. To notify his/her immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;

K. To notify his/her immediate supervisor and the School Safety Coordinator of any event that could cause media representatives to inquire about a newsworthy incident;

L. To submit all incidents and arrest reports to the SRO's agency according to their departmental policy;

M. To maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voicemail, and cellular phones. Voicemail and e-mail should be checked each working day for any broadcast messages;

N. To assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and

O. To formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

8. CHAIN OF COMMAND

As employees of the City, SROs shall follow the chain of command as set forth in the

Clearfield City Police Department Policies and Procedure Manual. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING~~/BRIEFING~~

Training of SROs for the purpose of maintaining their law enforcement certification shall be at the direction of the City. The District may also provide training in Board of Education Policies, regulations, and procedures.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SRO's agency.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor vehicles. The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City.

B. Weapons and ammunition. The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

C. Office Supplies. The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

D. Communication. The City agrees to provide SROs with the necessary communication equipment.

E. The school should the SRO with a desk, chair, computer; office work area; and keys for school access.

12. DUTY HOURS

Specific SRO duty hours at a particular school shall be set by mutual agreement between

the City and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

A. The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. It is the responsibility of the SRO to assure that his/her actions regarding involvement in investigations and searches complies with the applicable standards to assure any evidence obtained is admissible in a court of law.

B. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, a status offense on school property, the SRO may not refer the student to a prosecuting attorney or a court of law. Working with the school principal or the principal's designee, the SRO may refer the student to evidence-based alternative interventions; and

C. An SRO shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody. ~~The principal or the principal's designee shall follow the standards outlined in District Policy.~~

14. ACCESS TO EDUCATION RECORDS

A. SROs shall be designated as "law enforcement units" for the purposes of school records as required by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SROs for the purpose of maintaining safe schools.

B. Records or files which the SRO creates and maintains for a law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law.

C. Law enforcement officials other than the SRO may inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, these law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

D. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only upon the issuance of a search warrant or subpoena to produce the records, with written consent of the student's parent or guardian, or as otherwise provided by law, or as otherwise provided by law.

15. ACCESS TO SECURITY FEED

A. To provide faster response times to emergencies in our communities, the District shall provide limited, cost free, live access to its closed caption security cameras (hereinafter "Security Feed") to the City's Police Department employees. The District will maintain all software related to the transmission of this Security Feed to the City and will provide password-protected accounts to City employees by which they can access the Security Feed;

B. The City may not allow its employees to view Security Feeds of schools located outside their City's jurisdiction. The City may not allow employees to use another employee's account. The City must report to the District any security concern as soon as possible; and

C. The District reserves the right to suspend or cancel the City's access to the Security Feed unilaterally for cause or not for cause.

~~15~~16. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each

party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such other party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

~~16~~17. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either party giving written notice to the other party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

~~17~~18. ASSIGNMENT

Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other party shall be void.

~~18~~19. BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, agents, employees, representatives, successors and assigns.

~~19~~20. AMENDMENTS

This Agreement may be amended only in writing signed by the parties hereto. A copy of each amendment shall be given to each of the parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of the District.

~~20~~21. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be 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. Nothing herein shall be construed to waive any of the privileges and immunities available to either party under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

~~21~~22. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a party hereto.

~~22~~23. SEVERABILITY

If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

~~23~~24. APPROVAL BY GOVERNING BODY

This Agreement shall not be effective until approved by Resolution of the governing body of each party and filing of duplicate originals with the official keeper of records of each party.

~~24~~25. ENTIRE AGREEMENT

The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

~~25~~26. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

~~26~~27. DISPUTE RESOLUTION

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the Davis School District Security Coordinator and the Clearfield City Chief of Police shall be involved.

Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

STAFF REPORT

To: Mayor Shephard and City Council Members

From: Brad McIlrath, Senior Planner

Meeting Date: Tuesday, November 16, 2021

Subject: Discussion on **GPA 2021-090042,** a general plan amendment request by Pierre Langue with Axis Architects to change the general plan designation for the rear 5.62 acres of the subject properties from Commercial to Residential. **Location:** 175 W. Antelope Drive (TIN: 12-242-0009). **Total Project Area:** 6.921 Acres **Staff:** Brad McIlrath **(Legislative Action).**

Discussion on **RZN 2021-090042,** a zoning map amendment request by Pierre Langue with Axis Architects to rezone the rear 5.62 acres of the subject properties from C-2 (Commercial) to R-3 (Residential). **Location:** 175 W. Antelope Drive (TIN: 12-242-0009). **Total Project Area:** 6.921 Acres **Staff:** Brad McIlrath **(Legislative Action).**

PLANNING COMMISSION RECOMMENDATIONS

General Plan Amendment – GPA 2021-090042

On November 3, 2021, the Planning Commission forwarded a recommendation of **denial** of GPA 2021-090042 to change the future land use designation for the rear 5.62 acres of the subject properties from Commercial to Residential. This recommendation was made on a 5-2 vote with Commissioners Murray, Ratchford, Fullmer, Browning, and Bloomfield in favor of the denial and Commissioners Uccardi and Blackwood opposed to the denial. Commissioners Uccardi and Blackwood both opposed the denial due to the ongoing changes in market demands for commercial/retail square footages, which is significantly less than it has been in years past. Projections for commercia/retails needs and square footage seem to indicate that this trend will continue and therefore, not as much land area (i.e square footage) is needed for new commercial/retail businesses. Commissioner Ratchford and Browning agreed that they are in favor of the change in designation from Commercial to Residential, but voted in favor of the denial because the request is tied to the rezone. Commissioner Blackwood voiced concern that the recommendation was for denial in light of the need for housing in the City and the demand for smaller lot single-family residences.

Zoning Map Amendment – RZN 2021-090042

On November 3, 2021, the Planning Commission forwarded a recommendation of **denial** of RZN 2021-090042 to rezone the rear 5.62 acres of the subject properties from C-2 (Commercial) to R-3 (Residential). This recommendation was made on a 7-0 vote with Commissioners Uccardi and Blackwood agreeing, with the staff determination, that the R-3 (Residential) Zone should not be used for the establishment of smaller lot single-family neighborhoods. Commissioners Ratchford and Browning concurred with this reasoning. Commissioner Blackwood recommended that the City look into adopting a smaller lot single-family zone like the R-1-4 or R-1-3 Zone concepts reviewed in the staff report.

DESCRIPTION / BACKGROUND

The applicant is requesting a general plan amendment and rezone to develop the subject properties with commercial buildings along the frontage of Antelope Drive and a small-lot single-family subdivision as illustrated in the attached design materials. To approve the rezone request, the future land use designation of the general plan must also be changed to reflect Residential as the future land use designation. The general plan amendment request is to change the future land use designation for the rear 5.62 acres of the subject properties from Commercial to Residential and the leave the front 1.30 acres as Commercial. The rezone request is to change the zoning designation for the rear 5.62 acres from C-2 (Commercial) to R-3 (Residential). Like the Wilcox Farms development, the applicant and property owner are requesting a rezone to R-3 along with some proposed development agreement terms to allow for the proposed project density and design as shown in the design materials.

Initially the applicant and property owner were interested in developing the subject properties with the proposed commercial building and townhome neighborhood. Following conversations with City staff regarding the concept design and review of the Wilcox Farms development, the applicant and property owner redesigned the plans to include the small-lot single-family concept. The final concept design includes three (3) 3,500 square foot commercial buildings along the Antelope Drive frontage and eight-one (81) three-story single-family homes with a common recreational/open space area. The lot areas are just over 2,500 square feet, but approximately 450 square feet are included as part of the common alleys, leaving usable lot areas of only 2,050 square feet. The lots also extend to the center of the common pedestrian passageways, which would not be usable as private space. With an approximate residential area of 5.62 acres, the concept would yield a density of 15 units to the acre which could only be allowed in the R-3 Zone. The application includes some proposed terms that could be included in a development agreement if the request is approved. A review of those proposed terms is provided in the following paragraph and table.

Development Agreement

The applicant and property owner have proposed the following items to be considered with in a development agreement (DA) as part of the general plan and rezone requests. If the requests are approved, the applicant will move forward with an application for a development agreement to be approved by the Planning Commission and City Council.

As outlined on the “Development Agreement Terms” sheet, the proposal is

- 7.1 acres (6.921 according to Davis County Recorder),
- eighty-one (81) single family residential lots (one less than the concept plans show), and

- two or three (2 to 3) commercial buildings totaling 7,000 to 12,000 square feet (concept plan shows three (3) buildings of 3,500 square feet each totaling 10,500 square feet).

If the requests are approved, it will require the developer and property owner to clearly show how many single-family residential lots will be permitted, along with the number of commercial buildings and total square footages.

Development Agreement Key Terms to Consider	
Proposed Development Agreement Term	*Staff Analysis*
1. The front of the property remains a commercial zone (C-2), the back of the property is rezoned to R-3, allowing single-family residential only. Multi-family or townhomes are prohibited.	This is a similar restriction that is in place with the Wilcox Farms Subdivision.
2. The commercial buildings need to be constructed to at least a cold shell condition (exterior walls, windows, roof, asphalt areas, landscaping, etc.) before the residential construction can commence.	Similar restrictions of other recent DAs in Clearfield City limit the residential construction or that development phase until the commercial construction has commenced. The proposed language is more restrictive and more favorable to ensure that prior to any residential construction, the commercial buildings and associated improvements are fully complete. The DA language will need to be much more detailed to outline the full extent of commercial construction completion.
3. Term of the agreement: 10 years from the date of recording of the rezone.	Staff does not recommend that a expiration of the development agreement terms be allowed. This may lead to unforeseen results of losing the commercial space or development of the residential area with multi-family units. The development agreement should be recorded against the properties and run with the land and only have the terms change or expire upon approval by the City and the development parties.
4. Developer is assured that the development rights, obligations,	This is very common language for a development agreement. The detailed

terms and conditions specified in this Agreement, are fully vested by the Developer.	language will further describe the vesting for this property based on codes and ordinance in place when and if the requests are approved.
5. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.	As stated here, Clearfield certainly has an interest in how the land may be developed and used as it will impact the general welfare of the community. The City does not however, have any financial interest in the project and is not a party to the private development.
6. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice in the event that developer sells, assigns, or transfers all or a portion of the Subject Property, at least 30 days in advance of such action.	This is common language of a development agreement. Staff is concerned however in the selling of the development to another party. Axis Architects has been the developer on two other projects in the City and has presented a very high-quality product through the entitlement and approval process. Once the projects have been sold to another party, the new developers have not wanted to construct the projects with the same quality or design as indicated on the concept plans. If approved, a development agreement should include the design of the project with materials and landscaping that cannot be altered by a second party if the project is sold.

General Plan and Zoning Map Amendment Analysis

As outlined in Section 11-6-3 and 11-6-4 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 for each request. The Planning Commission may recommend adoption of the proposed zoning map 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
The proposed amendment is in accordance with the General Plan and Map; or	The requested amendments are inconsistent with the General Plan as this area has a future land use designation of Commercial. Except for the Lakeview

	Heights Townhome Apartments, the Heather Estates Apartments, and the Chelemes Farms Subdivision to the east, all properties with frontage along Antelope Drive have a similar depth to this property, and a future land use designation of Commercial (See Exhibit 1 – Future Land Use Map of the General Plan).
Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	Changes in the commercial service and retail markets have drastically changed the amount of land needed for new commercial businesses. As demand for commercial land has decreased, there has continued to be a high demand for land to be developed as residential. For these reasons, the applicant and property owner are requesting the general plan amendment and rezone to allow for a limited amount of commercial space along Antelope Drive and residential to the rear in accordance with current market demands and pressures.

General Plan Land Use Element 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. This section provides an analysis of the land use guidelines and the applicable land use goal and policy of the General Plan.

A. Land Use Guidelines

Land Use Guideline	Staff Analysis
1. *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.*	The proposed concept designs appear to be of high quality and of a contemporary architectural design. If the general plan amendment and the rezone requests are approved, language should be included in the development agreement to ensure the high-quality design and materials be included as part of the future site plan approvals.
2. *The relationship of planned uses should reflect consideration of existing development, environmental conditions,*	Rezoning most of the land of these properties to the R-3 (Residential) zone is inconsistent with the surrounding land use residential patterns. Excluding the Heather Estates Apartments and the Lakeview

service and transportation needs, and fiscal impacts.	Heights Apartments, the land to the south and southeast of the properties has been developed with single-family residential. Although the proposal is single-family in nature, the small-lot concept is not consistent with the surrounding residential land uses. The smallest lots in the area are within the Julie Estates Subdivision to the southeast of Island View Park and are zoned R-1-6. Development of this land with approximately 81 additional single-family homes, with limited vehicular access could put a significant strain on Antelope Drive and on Antelope Elementary School directly to the south. The only vehicular access to the future residential would be provided with two potential access points to Antelope Drive. As a UDOT road and with the proximity to Main Street intersection, it is likely that left turn movements out of the development will be limited if not prohibited. If additional secondary access cannot be achieved the density of the residential development should be consistent with the surrounding single-family uses.
3. *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.*	Not applicable.
4. *The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.*	The small-lot single-family concept would provide for a different type of single-family residential in the city and could increase the housing options in this area.
5. *Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly*	The design concept includes three-story single-family homes adjacent to lower density single and two-story single-family neighborhoods and Antelope Elementary School. This height and density range

where natural or man-made buffers are not available. Adequate screening and design should be provided to protect existing residential areas form more intense land uses.	would not be gradual and should be replaced with a more gradual density increase from R-1-8 to R-1-6 instead of R-3 with three-story small-lot single-family homes.
6. *Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.*	Connections to existing lines and the construction of new infrastructure would be needed for any new development in this area.
7. *Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.*	Based upon preliminary discussions with Clearfield City Public Works Staff, the infrastructure in the area should be sufficient to accommodate the additional densities. However, a formal engineering capacity study should be undertaken to demonstrate the current capacity and to determine if infrastructure upgrades would be needed to accommodate the proposed density. Development at a lower density that is more in line with the existing residential densities would have a lower impact on the infrastructure in the area.
8. *An interconnecting public open space system should be provided, including pedestrian linkages, recreational areas, natural areas, on-road cycling facilities, and drainage ways.*	The proposed rezone would include the intent to provide pedestrian connections within the development to South Main Street via a pedestrian passageway.
9. *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.*	This guideline supports the construction of additional commercial uses in this area along the Antelope Drive frontage.

10. *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.*	Medium-density residential as part of the R-3 Zone increases housing choice and usually offers multiple choices in mobility and transportation. Due to the location of the properties vehicular access will be limited to Antelope Drive only and will likely include additional UDOT limitations to left turn egress. Pedestrian connections can be provided along Antelope Drive and South Main Street as shown on the design concept plans.
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.*	The highest and best use of property is driven by market demands and realities. Development with medium-density residential uses may provide the highest and best return to the property owners but may provide an additional impact/burden on services for the City, Antelope Elementary, and Antelope Drive. Development at a lower density would still provide additional impact/burden on those resources, with less impact and would be more consistent with surrounding residential densities. The highest and best use of these agricultural lands along Antelope Drive should also include the parcel to the west. Although that property is under separate ownership, it should be included as current development of the site or with future road connections to that property to facilitate development. Development of all parcels along the corridor would add value for the property owner(s), developer and the city and allow for more consistent and uniform development of the area.
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.*	Not applicable.

13. *Manufacturing and industrial activities should be limited to those areas already zoned for such uses.*	With the frontage of the land remaining in the C-2 Zone, uses and activities would be limited to those permissible with in the C-2 Zoning district.
14. *Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.*	The properties are designated for commercial future land uses and have had the agricultural use limited in the preceding years. There is no evidence that the properties are registered for agricultural protection.
15. *Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.*	Understanding the increase of density that this request would allow is important. The proposed density above what is found in the nearby residential neighborhoods could impose a significant burden on Antelope Elementary and adversely impact the traffic patterns along Antelope Drive. The remaining vacant parcels along Antelope Drive (not included in this request) should be considered with a comprehensive understanding of how the properties should be developed together to maximize the connectivity and access for future development as well as consistent land use patterns for the area.

B. Goals and Policies of Land Use

The General Plan includes four land use goals that have policies and implementation measures associated with each. Out of the four goals, Goal 4 most closely aligns with the proposed rezone request and is provided as part of the following analysis with specific attention to implementation measures #2 & #5.

Goal 4: *Revitalize Neighborhoods and Commercial Districts with a focus on a Downtown Core.*

Policy: *Encourage redevelopment and renovation of deteriorating neighborhoods and commercial districts.*

Implementation Measure #1: *Facilitate the redevelopment of downtown Clearfield City through public-private partnerships. Continue funding of the Façade and Site Improvement Grant program for downtown businesses. Incentivize redevelopment of the downtown area by using tax increment financing.*

Implementation Measure # 2: *Create land use ordinances that allow and encourage infill redevelopment. Envision downtown as public places that have the potential to become destinations for pedestrians.*

Implementation Measure #3: *Prioritize cod enforcement and property maintenance throughout the City. Hold regular coordination meetings with code enforcement and the planning office, to ensure compliance with City ordinances.*

Implementation Measure #4: *Adopt small area (district) plans to focus on neighborhoods and provide specific goals and strategies to enhance the positives and improve upon those items of concern.*

Implementation Measure #5: *Encourage the mixing of uses along a corridor, including jobs and housing in close proximity to one another.*

This goal, policy, and specifically implementation measures #2 & #5 focus on creating ordinances that allow and encourage infill redevelopment as well as mixing uses along a corridor. As outlined below, the R-3 Zone is not intended for single-family residential development or called out in the General Plan for infill development like the R-1-6 Zone has been. The Antelope Drive corridor should have a mix of uses, but it is important to ensure that the correct intensity of the uses and density, especially residential, should be compatible and complementary to the existing land uses and surrounding area. Although higher density residential uses could provide more support for commercial uses along Antelope Drive, the residential uses need to have sufficient access and be compatible and complementary to the existing land use pattern in this area of the City.

C. Zoning Analysis

R-3 Zone

As stated in the General Plan, "The R-3 Zone is designated for high-density multi-family dwelling units in configurations up to sixteen (16) units per acre. There have been numerous apartment complexes and condominium projects built under this Zone. Each project, as proposed, should be evaluated on its own merits, and [the] R-3 Zone shall be approved or denied on a case-by-case basis. Increasing R-3 zoning in the downtown area of Clearfield City will create more opportunities and support the development of commercial and retail space." The purpose statement of the R-3 Zone states, "The R-3 residential zone is established to provide an attractive setting for medium and high density multiple-family residential development."

Although this zone was used previously to establish density and development standards for the Wilcox Farms subdivision (small-lot single-family), as stated in the General Plan, each request for the R-3 Zone should be approved or denied on a case-by-case basis. By taking a comprehensive look at the possible need for Clearfield City to provide more housing options which may include smaller lot single-family neighborhoods, staff recommends that the R-3 Zone and the R-2 Zone (referred to later in this report) not be used for this purpose but that a new single-family zone be

crafted and adopted by the city to provide for smaller single-family lots. Options will be considered in a following paragraph.

R-1-6 Zone

With recent amendments to the General Plan, the R-1-6 Zone is, "allowed for infill single-family development and as an alternative to larger lot single-family uses in areas designated as residential on the future land use map. The R-1-6 Zone is an alternative single-family option to multi-family development in the areas outside of the downtown corridor and should be used to encourage a mix of housing types throughout the city. The proposed concept design with this request would have a density of 15 units to the acre; a density that would only be allowed by the R-3 Zone. If the property were rezoned to R-1-6, a maximum project density allowance of 7.2 units to the acre for the residential area (rear 5.62 acres) and would yield a project of forty (40) single-family homes. It is important to understand that this and other base density calculations do not include the dedication of public roads, which further reduce the final density of a project. At that density, a stub road to the west property would also be appropriate to facilitate future R-1-6 development and more infill single-family residential as is called out in the General Plan. The lower density development would potentially have an impact on traffic, infrastructure, and Antelope Elementary, but likely at a lower rate than would be anticipated with a neighborhood of eighty-one (81) homes. As mentioned in the previous paragraph, a smaller lot single-family zone could also be crafted and adopted by Clearfield City that would allow for more residential homes in this area. An analysis of the potential single-family zones that could be enacted is provided in the following paragraphs.

Alternative Small-Lot Single-Family Zone

Due to the housing shortage and skyrocketing housing prices, it is important for all communities along the Wasatch Front to consider alternatives to traditional residential development. To provide housing affordability and to address redevelopment and revitalization of key areas in the city, Clearfield has been a leader in providing a good mix of housing choices. In recent years, much more development of townhomes has occurred as the market demand for that housing type has been very high.

As mentioned before, Staff does not recommend that the R-3 or R-2 Zones continue to be used, along with a development agreement, for the establishment of smaller lot single-family subdivisions. As stated in the General Plan, the R-1-6 zone is "allowed for infill single-family development and also as an alternative to larger lot single-family uses." If the R-1-6 Zone is not seen as the preferred option by not meeting housing market demands, then alternative smaller lot single-family zones could be adopted by Clearfield City. Staff has performed a preliminary analysis on the density that would be allowed with a potential R-1-4 (4,000 square foot lot sizes) or R-1-3 (3,000 square foot lot sizes) with relation to this specific application.

R-1-4 Zone Option

An R-1-4 Zone could produce a similar development pattern to the Park Village Subdivision (1000 West & 300 North, south of Winegars). is important to note that the Park Village Subdivision was developed in the R-2 Zone to provide flexibility and increase the density that was not allowed in any available single-family zone. The Park Village Subdivision also includes private streets which were allowed with the zoning and a development agreement, which staff does not recommend as a standard of practice for the city. The smallest lots in that neighborhood are 4,356 square feet and the largest lot is 7,840.8 square feet. The average lot size in the neighborhood is 4,143.43 square feet with a density of 6.95 units to the acre. If an R-1-4 Zone were to be created and adopted a maximum density of 11 units to the acre would be allowed (prior to road dedications). If an R-1-4 Zone designation with a density of 11 units per acre were applied to this rezone application (project area of 5.62 acres, then a sixty-one (61) lot single-family subdivision could be developed (prior to road dedications).

R-1-3 Zone Option

An R-1-3 Zone could produce a similar development pattern to the Wilcox Farms Subdivision (1000 West & 1600 South area). Like the Park Village Subdivision, no single-family zone exists that would allow this level of density, therefore, the developer requested a rezone to the R-3 Zone with a development agreement to outline the design and use restrictions to a single-family neighborhood only. The request was approved acknowledging that with a project area of 12.193 acres and 101 homes the development density would be 8.28 units to the acre. Phase 1 of the Wilcox Farms Subdivision was approved on September 14th, 2021, which includes the first 52-lots of the 101-lot development. In Phase 1, the smallest lot is 2,349 square feet and the largest lot is 4,150 square feet with an average lot area of 2,710 square feet. If an R-1-3 Zone designation with a density of 14.5 units per acre were applied to this rezone application (project area of 5.62 acres, then an eighty-one (81) lot single-family subdivision could be developed (prior to road dedications). As seen with this density allowance, an R-1-3 Zone would provide a very similar density limit allowed in the R-3 Zone and the exact development density proposed as part of this request.

If a smaller lot single-family zone is crafted for adoption, further analysis will need to be undertaken to identify the correct lot standards to ensure proper setbacks and areas for public utility easements and emergency access.

General Plan Transportation Element Analysis

Chapter 3 – Transportation, addresses goals and policies to ensure balance between future transportation needs that come with future land use development. The following is a summary of applicable guidance and direction provided in the Transportation Chapter that would apply to any request of this sort.

In the introduction of the chapter five (5) items are identified that should be included in the long-range Transportation goals. The second item states that Clearfield City should, "determine if outlying potential development could degrade existing streets and consider actions to limit or concentrate future land-use densities, if required." Focusing higher density residential development within the downtown area and in key locations already identified and under development in the city would be supported by this recommendation.

With only access in and out of the neighborhood at Antelope Drive the amount of new traffic will likely increase the chances for more motor vehicle and auto pedestrian accidents. The additional traffic and limited access will likely also be further limited by UDOT and impede traffic flow along a critical east-west thoroughfare for Clearfield and the region. To maintain traffic flows along Antelope Drive, UDOT may require the installation of a center barrier to limit motor vehicle turning movements to right-in and right-out movements only.

To better manage the traffic demands brought on by additional residential homes in this area, a connection could be provided to South Main Street to allow for more options for access and mobility. Limitations imposed by UDOT for access could further increase the need to provide access to South Main Street that would safely provide a route for left turn west bound traffic at a signalized intersection. This connection could only be made in coordination with the Davis School District to redesign the faculty parking lot north of Antelope Elementary School. Without that coordination, and approval a connection to South Main Street is not possible. If the west property is included with this development, a connection to 300 West could be made, but would require additional property acquisition for that road connection.

Staff does not recommend approval of the request without additional vehicular access provided to South Main Street and a decrease in the development density to lower the impact on the area.

STAFF RECOMMENDATION; FINDINGS AND CONCLUSION

Based upon analysis of this request and the Clearfield City General Plan, staff recommends that the Planning Commission forward a recommendation of **DENIAL** to the Clearfield City Council for both the proposed general plan amendment request and zoning map amendment request. These recommendations are based upon the analysis of the staff report and the following findings:

1. The proposed general plan and zoning map amendment is inconsistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The use of the R-3 & R-2 Zones to establish small-lot single-family neighborhoods is inconsistent with the purpose of the zone.
3. The General Plan was amended to allow for greater use of the R-1-6 Zone for residential single-family infill development and as an alternative to multi-family residential.

CORRESPONDING POLICY PRIORITIES

- Providing Quality Municipal Services

  The Staff and Planning Commission recommendations align with this policy with "continuous improvement through innovation" by reviewing potential zoning alternatives to allow additional opportunities for small lot single-family neighborhoods. It is important to seek for continuous improvement of the city's zoning ordinance and explore new options when necessary to support development patterns that are consistent with market demands and the goals of the city.

- Improving Clearfield's Image, Livability, and Economy

  By encouraging high-quality development through the use of a development agreement or new zoning standards, the image and livability of Clearfield City will increase. The concept proposal is of high-quality design and would improve Clearfield's image, livability, and economy if approved.

FISCAL IMPACT

Although there is no current fiscal impact of the request, any future development of this area will have a fiscal impact with future provision of public infrastructure.

ALTERNATIVES

The City Council may discuss and/or recommend an alternative to that of the Planning Commission's recommendation. Although the staff report provides a preliminary analysis of alternative small lot single-family zones, they are not part of the application and would need to be considered with a separate rezone request if those zones are adopted by the city at some future date.

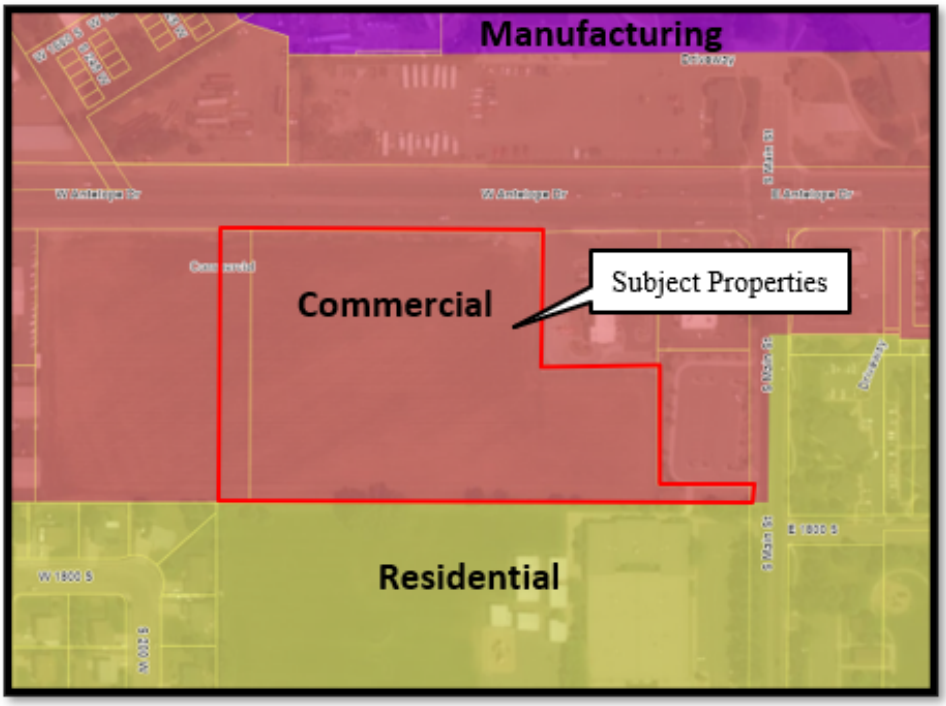
SCHEDULE / TIME CONSTRAINTS

The requests are scheduled for review by the City Council in the Policy Session on November 23, 2021.

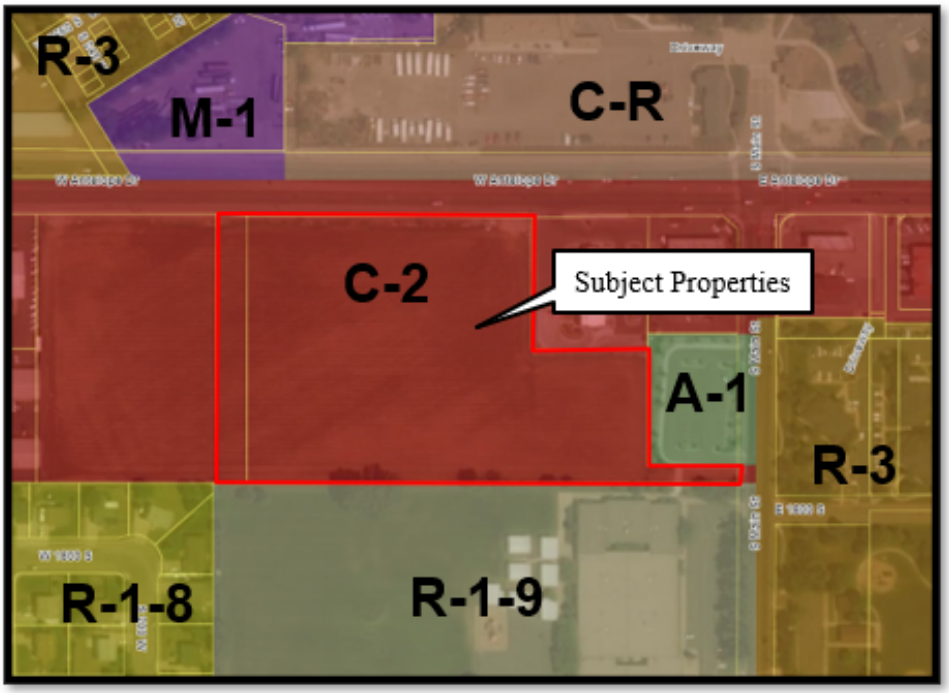
ATTACHEMENTS

1. General Plan Map
2. Zoning Map
3. Concept Designs Materials
4. Development Agreement Terms
5. Strebel Investments Letter

GENERAL PLAN



ZONING

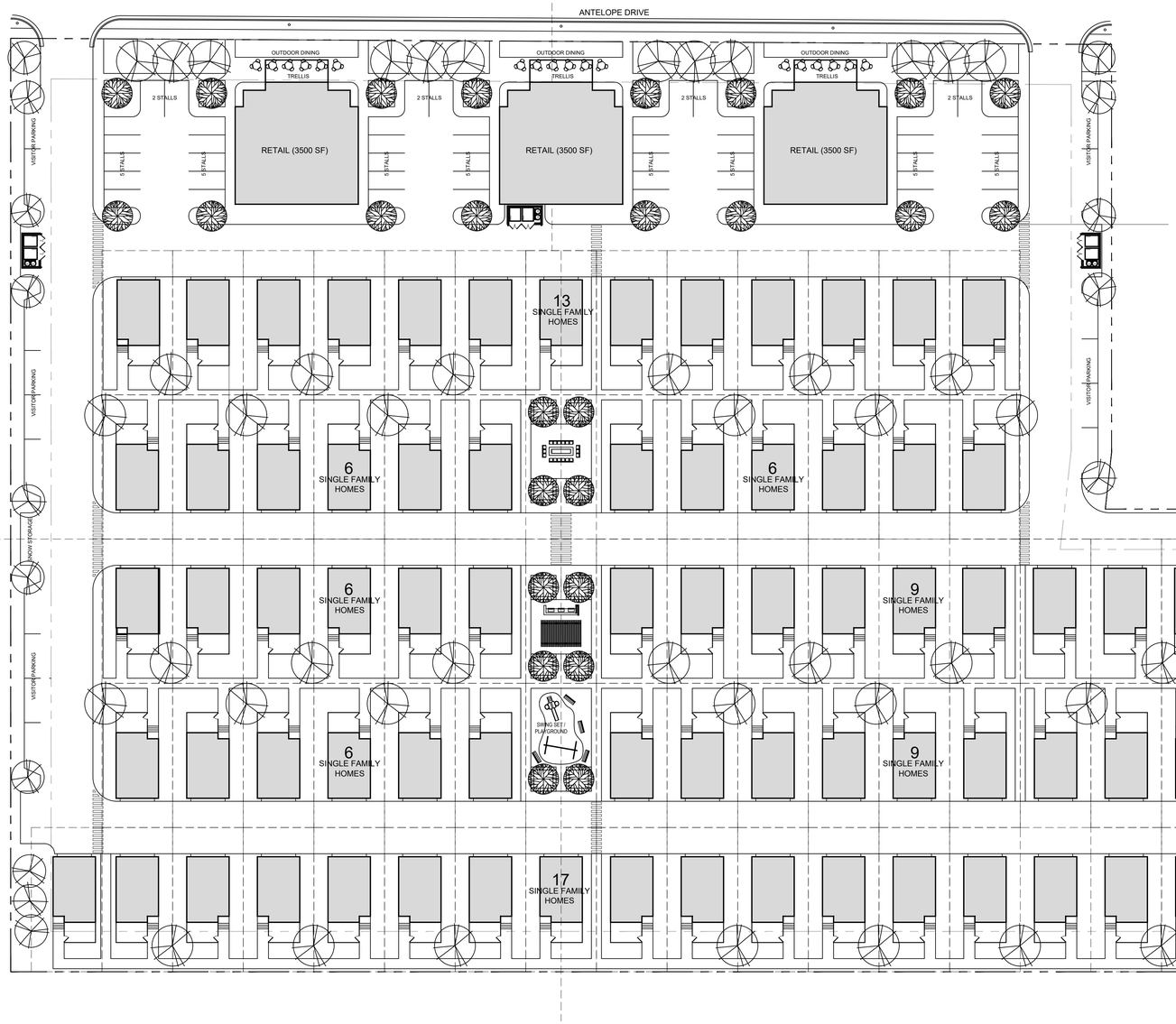


ANTELOPE DRIVE DEVELOPMENT

CLEARFIELD, UTAH

Axis Architects





A1 ARCHITECTURAL SITE PLAN

SCALE: 1/32" = 1'-0"

PROJECT STATISTICS

TOWNHOMES

RETAIL BUILDINGS	(3) @ 3,500 SF/ EACH 65 PARKING STALLS PROVIDED	10,500 SF
RESIDENCES	(82) 20'X34" 2,040 SF/ EACH	

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Axis Architects
927 SOUTH STATE STREET, SALT LAKE CITY, UT 84111
P 801-355-3003

NOT FOR CONSTRUCTION

175 WEST ANTELOPE DR
CLEARFIELD, UTAH
SCHEMATIC DESIGN

Revision #	Date
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.	
.	
.	

Axis Job # xx
Owner #
Date 8/27/2021
Drawn ---
Checked ---

ARCHITECTURAL SITE PLAN

AS101

1/16" = 1'-0" | 1/8" = 1'-0" | 3/16" = 1'-0" | 1/4" = 1'-0" | 3/8" = 1'-0" | 1/2" = 1'-0" | 3/4" = 1'-0" | 1" = 1'-0"



175 W. ANTELOPE DRIVE

AUGUST 12, 2021

Axis Architects



175 W. ANTELOPE DRIVE

AUGUST 12, 2021

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175 W. ANTELOPE DRIVE

AUGUST 12, 2021

Axis Architects

Development Agreement Terms

For the property located at: 175 W Antelope Dr. Clearfield, UT

7.1-acre property

The project:

81 single-family Residential lots in the back of the property

2 or 3 commercial buildings in the front of the property totaling approximately 7,000 to 12,000 square feet.

Terms:

The front of the property remains a commercial zone, the back of the property is rezoned to R3, allowing single-family residential only. Multi-family or townhomes are prohibited.

The commercial buildings need to be constructed to at least a cold shell condition (exterior walls, windows, roof , asphalt areas, landscaping etc.) before the residential construction can commence.

Term of the agreement: 10 years from the date of recording of the rezone.

Developer is assured that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer

Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice in the event the developer sells, assigns, or transfers all or a portion of the Subject Property, at least 30 days in advance of such action.

Strebel Investments, LLC

1607 Hidden Springs Parkway

Fruit Heights, Ut. 84037

801-540-7959

10-27-2021

Brad Mcilrath

Clearfield City Planning Commission

55 South State Street

Clearfield, Ut. 84015

Re: Rezone of 175 West Antelope Drive (TINS: 12-242-0009)

Planning Commission,

Unfortunately, I will be out of town for the November 3rd meeting, but would like my opposing voice heard regarding the rezone application for 175 W. Antelope Drive. This property is directly East of my commercial property at 275 W. Antelope Drive. I fear that rezoning this property will devalue the commercial properties on both the East and West side of said property.

Antelope Drive, a state highway, already sees a tremendous amount of traffic. Authorizing high density residential housing will add considerably more traffic, and cross traffic, as well as the potential of excess cars parking on the street,possibly resulting in a safety hazard on a state highway. I also have concerns about this increasing the crime in the area.

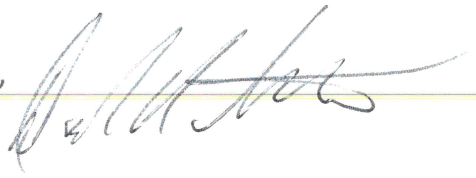
To my knowledge there is no high density residential on Antelope Drive. Almost all of Antelope is commercial, manufacturing or industrial. It was my impression that R3 zoning is for downtown areas. This is a commercial and industrial area, not a downtown.

We already have continuous complaints from the residential properties behind our buildings about lights. We have, and continue to make sacrifices to appease them. We need lights at night for security and to prevent constant dumpster abuse. My buildings were there long before the residents behind. If we have residents on the East as well, they will surely not like the lights we have always had placed outside for security.

Taxes for residential property are 55% of value, commercial 100%. It seems that it would be in Clearfield City's best financial interest to leave the property zoning commercial.

Long story short, I did not invest in a long term commercial zone area to see it changed to residential potentially reducing the value of my property. I do hope you will take the time to consider my objections and concerns.

Ragards,



David Strebel

Strebel Investments, LLC

Community Development

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

NOTICE OF PUBLIC HEARINGS

1. Public Hearing, Discussion and Possible Action on **GPA 2021-090042,** a general plan amendment request by Pierre Langue with Axis Architects to change the designation for the subject properties from Commercial to Commercial and Residential. **Location:** 175 W. Antelope Drive (TINs: 12-242-0009). **Project Area:** 6.921 Acres. **Staff:** Brad McIlrath **(Legislative Action).**
2. Public Hearing, Discussion and Possible Action on **RZN 2021-090042,** a zoning map amendment request by Pierre Langue with Axis Architects to rezone the back majority of the properties from C-2 (Commercial) to R-3 (Residential). **Location:** 175 W. Antelope Drive (TINs: 12-242-0009). **Project Area:** 6.921 Acres. **Staff:** Brad McIlrath **(Legislative Action).**

16 ft ~~~ 110

Dear Neighbor:

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

PLANNING COMMISSION

Date:	Wednesday, **November 3, 2021**
Time:	The meeting begins at **7:00 p.m.**
Location:	Clearfield Municipal Center—Council Chambers, 3rd Floor 55 South State Street, Clearfield, Utah

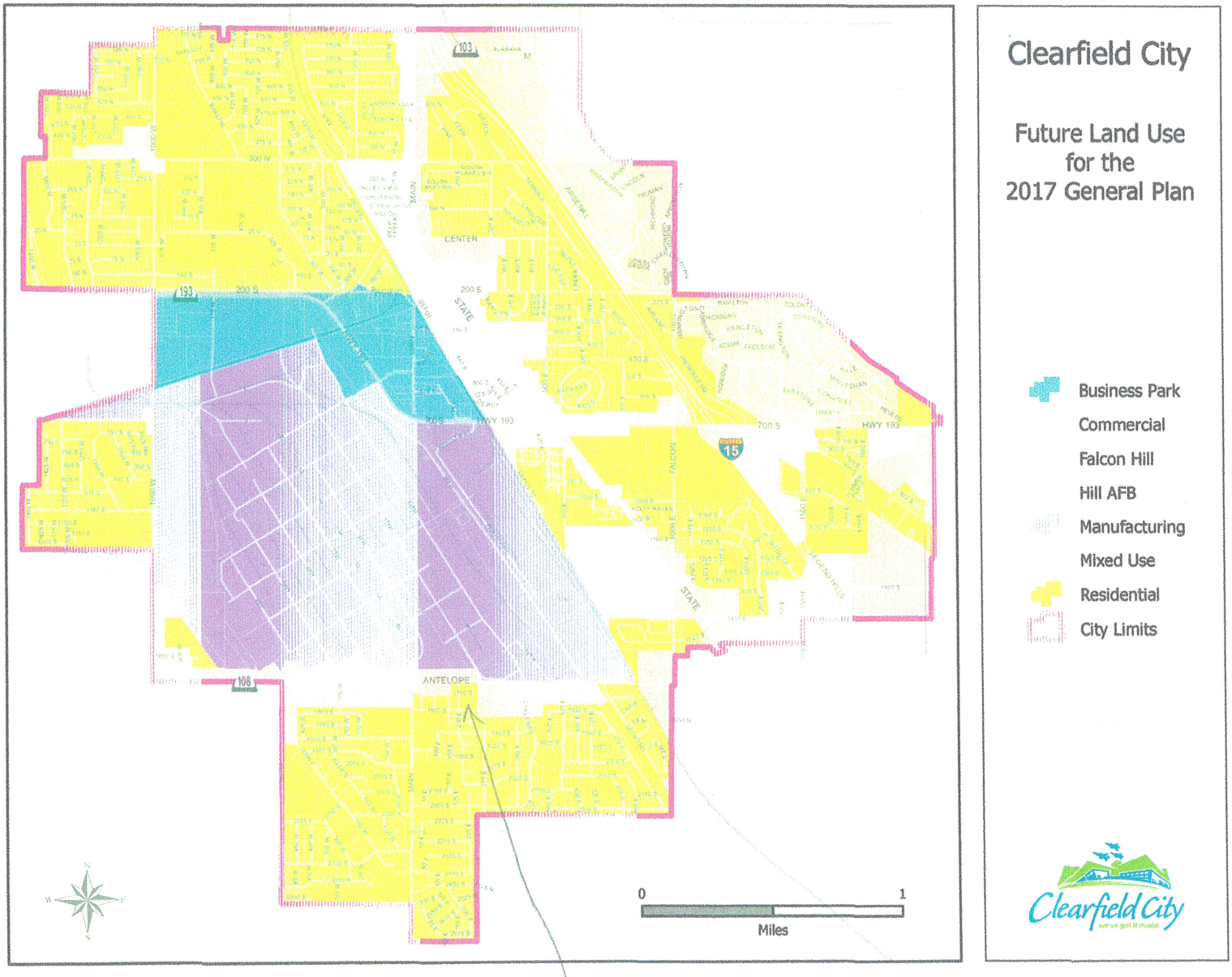
CITY COUNCIL

Date:	Tuesday, **November 23, 2021**
Time:	The meeting begins at **7:00 p.m.**
Location:	Clearfield Municipal Center—Council Chambers, 3rd Floor 55 South State Street, Clearfield, Utah

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

For further information please contact Community Development at (801) 525-2701 or Brad McIlrath at (801) 525-2784 or **brad.mcilrath@clearfieldcity.org**

EXHIBIT 1 - FUTURE LAND USE MAP OF THE GENERAL PLAN



Move to Here

The R-1-Open Zone calls for single-family homes built around an open space element. The intent of the R-1-Open Zone is to provide local parks or open space for the City's residents. It is the City's policy that no new parcels of land be rezoned to R-1-O. Any property with an existing R-1-O designation may continue with that designation until such time as it is removed or changed in accordance with applicable law.

The R-M Zone is for mobile homes or modular housing, generally built at higher densities than other residential zones. The City has adopted several new zones which provide for high density residential development in a variety of configurations, including the R-2 Zone, R-3 Zone, and R-3R Redevelopment Zone. Therefore, it is the City's policy that no new parcels of land be rezoned to R-M. Any property with existing R-M zoning may continue with that designation until such time as it is removed or changed in accordance with applicable law.



The R-2 Zone is designated for multi-family dwelling units with a density up to eight (8) units per acre. Developments under this zone are typically arranged as duplexes, twin homes, or townhome-style units.

The R-3 Zone is designated for high-density multi-family dwelling units in configurations up to sixteen (16) units per acre. There have been numerous apartment complexes and condominium projects built under this Zone. Each project, as proposed, shall be evaluated on its own merits, and R-3 Zone shall be approved or denied on a case by case basis. Increasing R-3 zoning in the downtown area of Clearfield City will created more opportunities and support the development of commercial and retail space.

The R-3R Redevelopment Zone was created in 2009 to provide an attractive setting for new and redeveloped high density multiple-family dwellings with upgraded design features. It is primarily intended to encourage the redevelopment of existing high-density residential developments within the City. Certain nonresidential uses that are compatible with residential development are also anticipated and provided for.

Commercial Zones:

The B-1 Buffer Zone was developed to separate intense uses in the Commercial and Manufacturing Zones from less-intense residential neighborhoods. This zone has helped in the development of several service-oriented businesses which are located in close proximity to their clientele. The 2009 zoning ordinance amendments contain numerous regulations that accomplish the purposes of the B-1 Buffer Zone. Therefore, it is the City's policy that no new parcels of land be rezoned to B-1. Any property with an existing B-1 designation may continue with that designation until such time as it is removed or changed in accordance with applicable law.

STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Kenny England, Utility Superintendent
MEETING DATE:	November 16, 2021
SUBJECT:	Present the City's Water Conservation Plan

RECOMMENDED ACTION

Consider adoption of revised Water Conservation Plan

DESCRIPTION / BACKGROUND

The Division of Water Resources, a division of the State of Utah require all jurisdictions operating a water system to have an updated Water Conservation Plan completed every 5 years.

Some of the key elements contained in the Water Conservation Plan are:

- General information of the plan includes overall description of the City. The City's existing resources and future needs. And most important is the City's overall goal of water conservation and how it is going to achieve that goal.
- Previous water usage over the past 5 years. Clearfield's service area, and its current rate structure.

Key details from the plan:

- A portion of our water conservation efforts include the Council considering approval and adoption of a new water efficient landscaping ordinance.

- Upgrade of our water meters. The current water meters the City has were mostly installed in 1998 and have superseded their life expectancy leading to possible inaccurate water usage numbers. This could potentially improve the City's large amount of water loss.

CORRESPONDING POLICY PRIORITY (IES)

- Continuous improvement through innovation.
- Well-planned facilities and infrastructure.

FISCAL IMPACT

N/A

SCHEDULE / TIME CONSTRAINTS

The Water Conservation must be adopted by December 31, 2021

LIST OF ATTACHMENTS

- Clearfield City's 2021 Water Conservation Plan

Water Conservation Plan

Clearfield City
we've got it made

Clearfield City

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Page 7- *Current Water Conservation Measures and Programs*
Page 7 - *Problems, Opportunities and Goals*
Page 9 - *Monitoring the Progress of Water Conservation*

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Appendices:

Appendix A- *5-year Water Source Report*
Appendix B- *Rate Structure*
Appendix C- *City Service Area*

Introduction

This Water Conservation Plan has been developed in response to the rapid growth along the Wasatch Front. Rapid growth affects the future cost and availability of our water supplies. This plan contains a basic summary of the current water systems that serve the community and recommendations on water conservation. This water conservation plan will be reviewed by the Utah State Board of Water Resources. Compliance with these recommendations may help insure adequate water supplies for future needs.

Why Water Conservation?

Nationwide, the average residential water use is 242 gallons per person per day. With the number of gallons per capita per day increasing during drought years. Over 60% of our total residential water consumption is used for outdoor irrigation. Our high-water consumption has been attributed to our large residential lots and widespread use of automated sprinkler systems.

As Utah's population grows, the demand for water increases. This places a strong burden on our underground water resources and requires expensive infrastructure to import water from other watersheds within the State. Transporting water from other regions consumes energy for pumps and requires expensive treatment processes. Using more water than we need also influences the environment and the natural stream from which we take the water. For these reasons, and many more, our water resources should be conserved through efficient and intelligent use.

Description of the City

Clearfield City is located in Davis County, Utah. Clearfield City currently provides retail water service to residential, commercial, recreational, and industrial entities within the City's boundaries. The current population served by our water system is approximately 31,909 people. The City contains about 8 square miles.

Back in the early 1930's, Clearfield received water from the Kay's Creek System. A pipeline was installed from the base of the Wasatch Mountains to Clearfield for the purpose of culinary use and irrigation. In the 1940's, two wells were drilled at the Navy Supply Depot, now known as the Freeport Center. Several other wells have been drilled since that time, including two shallow wells (approximately 100 feet deep) that have been abandoned due to low production. In the 1960's the 700 South well was drilled and in the late 1980's the Hill Field well was drilled. In addition to the well production, the Weber Basin Water Conservancy District has been serving water to Clearfield City since the late 1950's.

According to City-Data.com, Clearfield's population has increased by 17.3% since 2014. Population growth in Clearfield will likely increase in the next decade.

Currently, there are 7114 water connections in the following categories:
6472 Residential Connections
642 Commercial Connections
248 Industrial Connections *this number is included in Commercial Connections.

Recreation and open space are an essential part of the community in Clearfield. The city has about 100 acres of park space and this number will likely remain about the same over the next

10 years. Schools comprise another 73 acres, which boasts multiple playgrounds and open fields with grass. The total area within Clearfield City boundaries is 4,979 acres. The average lot size in Clearfield City is 1/4 acre. Today the City has very little undeveloped farmland.

Over the past 10 years, Clearfield City has obtained approximately 88% of its water from the Weber Basin Water Conservancy District. Most of the water from the District comes from the Weber River. The water is treated and delivered to Clearfield City for year-round use. During high water use periods in the summer, Clearfield uses City owned wells to augment the water supply from the District. A small percentage of the City uses private secondary water systems for outdoor irrigation.

The industries in the Freeport Center are based upon manufacturing and generally rely on water only for cooling operations. Outdoor irrigation does not comprise a significant amount of the water consumption in the Freeport Center.

Existing Resources

In 2020, Clearfield City purchased 4,896 acre feet of water from Weber Basin Water Conservancy District (92% of the water supply). The remaining 16.5% of the water supply was obtained from the City's wells. The City consumed a total of 6237 acre-feet of water in 2020.

The City mainly uses its underground aquifers during the peak summer months to prevent an unnecessary decrease in the level of the groundwater. The District also charges less for water when the City uses a constant amount each month. If the city were to buy 100% of the water from the District during hot summer months, it would be required to pay a higher price for water so that the District could expand its facilities to meet a larger demand. The excess capacity of the District's facilities would remain unused during low demand times.

In addition to cost, there are many advantages to obtain water from the Weber Basin Water Conservancy District. One of the major concerns is the decreasing level of the water table of the East Shore Aquifer System. The East Shore Aquifer System is the underground water that Clearfield obtains from its wells. Year-round pumping can lower the water table to levels that would affect the amount of water that is produced from each well. In some cases, a few years of excessive pumping can take decades to replenish naturally.

Another reason the City purchases water from the District is long-term contract with the District is necessary to ensure that the City has a reliable water source in the future. If the City waited until the underground water resources were depleted to obtain a contract with the District, the cost for water from the District would be much higher than it is today.

In the future, additional water will primarily come from the District. The City will continue to pump between 1200-1600 acre-feet annually. The following table shows the culinary water wells used in Clearfield City.

TABLE 1. WATER SOURCE AVERAGE YEARLY USAGE
OVER 5 YEARS (2016-2020)

Source	5-Year Average	Capacity of Source
Weber Basin	4561 acre-feet	n/a
Reservoir Well	192 acre-feet	1600 gpm
Freeport South Well	362 acre-feet	1150 gpm
Freeport North Well	526 acre-feet	1350 gpm
Hill Field Well	542 acre-feet	3500 gpm

System Constraints

Clearfield City has sufficient water rights to meet the needs of the City. Although the City has the capacity to produce more water from its wells, the City is constrained by the properties of the groundwater. In the last 50 years, the ground water levels in the East Shore area of the Great Salt Lake have declined as much as 50 feet. Over 5,900 wells have been constructed in the East Shore area. A majority of the discharge is from about 200 wells that supply municipalities and industrial users.

Our groundwater is a precious resource that should be carefully managed. The City believes that it is important to purchase most of its water from the District and only use the well during the peak summer months and during emergencies.

Approximately 10% of the connections in Clearfield use private secondary water systems. Private irrigation companies manage most of these systems. The water for these systems is diverted from the Davis-Weber Canal.

Although the use of a secondary water system does not necessarily reduce the total volume of water that is consumed, it does have the advantage of reducing the cost of treatment and transmission. The use of a City-wide secondary irrigation system in Clearfield is constrained by the capital cost of installing the transmission/distribution system. The City may consider the development of a secondary water system in the future through the use of grants and special state/federal funding.

Present Water Use

Clearfield City used 6,246 acre-feet of water in 2020. The average lot size in Clearfield is ¼ acre. The following table details water use in Clearfield City:

Type of Water Use	Quantity (Gallons per Connection per Day)
Average Indoor Use (Jan., Feb., Dec.)	369
Average Outdoor Use (July)	1,029
Average Annual Water Use	792

Clearfield residents consumed 792 gallons per connection per day in 2020. The average per person per day consumption in Clearfield is 183 gallons. This number was calculated by using the City's total annual usage, dividing by 365 and dividing by the population.

The Freeport Center hosts about 150 large industrial water users. Most of the industrial users only rely on water for cooling operations. There is very little outdoor irrigation at the Freeport Center, so the water consumption does not have a large seasonal peak.

A small percentage of our water is lost due to leaks in the system. Many pipelines were installed as early as the 1940's. Many lines have been replaced in recent years. The Public Works Department has a schedule to repair old pipes to reduce water loss and improve fire protection. Through careful analysis of the water consumption in Clearfield, no significant abuses or overuse of the water exists. However, the City still strives to implement water conservation measures to stretch the use of our water resources. These measures will be discussed in further detail later in this report.

Future Water Needs

The City of Clearfield will likely not require any additional acre-feet of water to meet the residential demand for indoor and outdoor irrigation. The undeveloped agricultural land that existed 10 years ago has, for the most part, been developed into 1/4 acre residential lots. The City is projected to grow substantially due to high density living. The benefit to high density living is smaller amounts of irrigation needs.

The water demand at the Freeport Center should remain constant, unless more food processing facilities or other industrial facility that uses a high volume of un-circulated water is introduced to the City.

The water demand for City property, commercial development, and recreational facilities should also not increase in the future. The city is not planning any major park development. The Parks Division has installed a more efficient watering system which is controlled by a computer to minimize waste while watering the parks.

Clearfield City currently requires commercial developers to provide 10% of irrigated green space per project. Commercial development and redevelopment may increase the demand for water as older building sites are redeveloped with new landscaping features.

Current Water Conservation Measures and Programs

Clearfield City currently has many informal programs to reduce water consumption and address water supply shortages:

- The City issues a monthly email newsletter that is used for public education.
- Eliminate watering on City property during the hottest hours of the day.
- Use of high-tech watering system in the City parks.
- Eliminate watering of City property during severe drought periods.
- Clearfield is currently viewing options to replace our current water meters. The meters in place currently were installed in 1998, and are a remote read system. The average battery life of a water meter is 10-15 years, and as a water meter wears out, it reads inaccurately making it impossible to get an accurate account of what the total usage is. The new system would also alert us when there's a constant flow of water indicating a leak that could otherwise get overlooked if it didn't stand out on the residents bill.

Use of High-Tech Watering Systems in City Parks

This past year, 2021, Clearfield City purchased and installed new WeatherTrak irrigation clocks on 98% of the City's irrigated sites. The new WeatherTrak system pulls weather data from surrounding weather stations to ensure the appropriate amount of water is applied to our turf areas to ensure we are not over watering. On Barlow Park alone, Clearfield has saved 7.7 million gallons of water due to the new WeatherTrak system. To improve our watering efforts even further, Clearfield installed new master valves and flow sensors on 98% of the City's irrigated sites. This allows the city to monitor our irrigation system more closely. Clearfield will no longer lose water because of a broken mainline or an irrigation valve stuck in the on position. Once our new system reads that more water is being used than what is programed, the system will automatically shut down and will then send out alerts. The new WeatherTrak system, along with the new master valves and flow sensors, allows Clearfield City to take a more proactive approach in conserving water presently and in the future. We are estimating this could save potentially 5% annually equaling over 300 acre-feet.

Problems, Opportunities and Goals

Clearfield City's average water consumption per connection for the past 5 years is .89 acre-feet per connection per year. This conservative number may be a combination of smaller lot sizes and efficient water use. Our per-connection usage is below the state average. Our water rates are competitive with the surrounding communities.

The City has prioritized several areas that generate opportunities to enhance water conservation within the City. The City has a goal to reduce water consumption in the next five years by 10% or greater by the following measures:

1.) Encourage Xeroscaping/Public Education

The efficient use of phreatophytes (water loving plants) near buildings with shade and the use of heat-tolerant plants in sunny areas will reduce water consumption. The City plans to provide information on the use of soil probes to improve water distribution in the soil and maximize the depth of roots on plants through less frequent watering cycles with greater volumes and more even distribution.

Public Education is the most preferred method of addressing water conservation in the City. The City can include material on water conservation with billing statements or in the Clearfield City bi-monthly newsletter. The City intends to save more than 300 acre-ft/year of water by the year 2030 through the use of an active public education and xeriscaping program.

The City encourages residents to visit the conservation garden at Weber Basin Water Conservancy District's North Davis Treatment facility for landscaping ideas that may be utilized to conserve water.

Clearfield City has identified an opportunity to conserve the public's water resources by promoting water efficient landscaping and updating the City's landscaping standards. At the suggestion of the City Council, the city has started to collaborate with Weber Basin Water Conservancy District and is currently conducting research on what updates will be effective to help meet conservation goals. It is anticipated that a water efficient landscape ordinance will be adopted before April 1st, 2022. The updated ordinance will seek to accomplish the following:

- Promote the design, installation, and maintenance of landscapes that are both attractive and water efficient.
- Promote the conservation and efficient use of water and to prevent the waste of water.
- Meet Weber Basin Water District requirements to qualify for the District's 'Flip Your Strip' program. This would allow residents to receive a rebate when converting park strip areas from grass to water-wise landscaping. This would also save the City approximately 190 acre-ft. of water per year.
- Establish appropriate maximum turf percentages for new development.
- Work with developers to have model homes used as an educational opportunity for water efficient landscape designs.

2.) Plumbing Fixture Replacement

The City requires all new construction and remodeling projects to install 1.5 gal flush toilets and low-flow faucets. The City will encourage residents to install low flow fixtures through newsletters and flyers that are issued with each water bill.

Replacing an older 5-gallon toilet with a 1.5 gallon low-flow toilet costs approximately $170. The toilet replacement could save a homeowner over $30 per year, depending on the water consumption in relation to the overage rate and the base rate. Over a long period of time, there is a net positive economic incentive for each homeowner to replace old fixtures.

If 25% of the residential households participated in the fixture replacement program, the City could save approximately 100 acre-feet of water per year.

3.) Meter Replacement and Pipeline Replacement Program

The City currently has a meter and pipeline replacement program. Improving the metering capabilities of the City will improve the accuracy of the data that is evaluated each year. Since meters almost always slow down over time and allow more water to pass than is recorded, the cost to replace meters can be offset by more accurate water measurements. The current meter replacement effort coupled with an active pipeline replacement program as well as PRV rebuild program will decrease the loss of water to the
ground. The reason for replacing pipes is to improve fire fighting capabilities, reduce friction loss, increase flow, improve water quality and reduce the amount of water that has to be pumped, treated and distributed through the system, even though losing the water to the ground will ultimately recharge the groundwater resources. Reducing leaks reduces energy and maintenance costs and improves the performance of a water system.

Monitoring the Progress of Water Conservation

The City will evaluate all water usage each year and determine the progress that has been made to reach the goal of reducing water consumption by 15% in 5 years. Each year the public works department will evaluate the number of pipeline replacements and provide an estimate of the water savings to the City. The City will also evaluate the public education programs and determine how successful each recommendation has been.

Appendix C--Clearfield City Service Area



Rate Structure

Base Rate up to 0 gallons	$13.78
Overage block 1 up to 10,000	$0.91 per 1000 gallons
Overage block 2 10,001 to 40,000	$1.06 per 1000 gallons
Overage block 3 40,001 to 60,000	$1.21 per 1000 gallons
Overage block 4 60,001 to 80,000	$1.39 per 1000 gallons
Overage block 5 80,001 and above	$1.54 per 1000 gallons

Multiple Year Water Use Report

in thousands of gallons (X1000)

Hill Air Force Base

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total 2011-2021
January	0	0	0	0	0	6588	0	0	0	0	0	6588
February	6100	0	0	0	0	0	0	0	0	0	0	6100
March	2689	0	0	0	0	4692	0	0	0	0	0	7381
April	2115	0	0	0	0	2898	0	0	0	0	0	5013
May	9231	0	1210	0	0	36984	5280	0	0	0	0	52705
June	10416	74678	30325	0	24950	66930	42372	0	2772	0	0	252443
July	10354	58145	27078	28512	29300	75348	31812	1518	30960	0	1247	294274
August	14226	47362	29048	41184	33240	73002	42240	16974	36240	1414	4128	339058
Sept	10657	81456	18212	9504	10105	50508	35904	17388	30210	57564	4683	326191
Oct	0	42104	1073	0	0	62238	11220	10212	12768	56204	0	195819
Nov	0	0	0	0	5076	0	0	0	0	42424	0	47500
Dec	0	0	0	0	19116	0	0	0	0	19664	0	38780
total	65788	303745	106946	79200	121787	379188	168828	46092	112950	177270	10058	1571852
total acre f	201.90	932.16	328.21	243.06	373.75	1163.69	518.11	141.45	346.63	544.02	30.87	4823.98

200 South

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total 2011-2021
January	0	0	0	0	0	0	0	0	0	0	0	0.00
February	0	0	0	0	0	0	0	0	0	5905	0	5905.28
March	0	0	0	0	0	0	0	0	0	4042	0	4042.19
April	0	0	0	0	0	0	0	0	0	7466	0	7465.94
May	0	0	0	0	0	0	0	0	0	2687	0	2686.91
June	0	0	0	0	0	0	0	0	0	3764	0	3763.65
July	0	0	0	0	0	0	0	0	0	12668	0	12668.15
August	0	0	0	0	0	0	0	0	3823	0	0	3823.00
Sept	0	0	0	0	0	0	0	0	8572	0	0	8572.00
Oct	0	0	0	0	0	0	0	0	7911	0	0	7911.00
Nov	0	0	0	0	0	0	0	0	8694	0	0	8694.00
Dec	0	0	0	0	0	0	0	0	1097	0	0	1097.00
total									30097	36532	0	66629.12
total acre feet									92	112	0	204.48

700 South

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total 2011-2021
January	0	0	0	0	0	0	0	0	0	0		0
February	0	0	0	0	0	0	0	0	0	8411		8411
March	0	0	0	0	0	0	0	0	0	2543		2543
April	0	0	0	0	0	0	0	0	0	0		0
May	0	0	20246	0	0	0	0	0	12421	0		32667
June	0	53280	63573	50607	0	0	0	0	17803	3432		188695
July	10692	74451	55178	56335	0	0	0	32421	18143	4599	44352	296172
August	19245	81754	43671	48486	0	0	0	18707	24603	9202	39600	285268
Sept	8553	51840	60	24279	0	0	0	44857	11115	1590		142294
Oct	4276	35251	0	3339	0	0	17238	10881	0	0		70985
Nov	581	0	0	0	0	0	12546	0	0	0		13127
Dec	0	0	0	0	0	0	0	0	0	0		0
total	43347	296576	182728	183046	0	0	29784	106867	84085	29777	83952	1040162
total acre f	133.03	910.16	560.77	561.75	0.00	0.00	91.40	327.96	258.05	91.38	257.64	3192.14

Freeport South

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total 2011-2021
January	32538	0	0	0	0	0	0	0	0	0	0	32538
February	3366	0	0	0	0	0	0	0	0	0	0	3366
March	4422	0	0	0	0	0	0	0	0	0	0	4422
April	11484	3168	924	0	0	0	0	0	0	0	0	15576
May	29106	14718	0	0	0	312	3036	0	0	0	0	47172
June	15774	33132	594	0	23760	11856	36036	35298	6204	0	0	162654
July	30228	10692	0	0	49104	5226	48114	47520	40524	0	0	231408
August	36498	1584	858	0	47520	0	38610	49104	39666	9936	30412	223776
Sept	31812	8250	0	0	23760	0	8448	47520	43488	45537	19460	208815
Oct	5412	0	0	0	0	0	0	8052	42192	24190		13464
Nov	0	0	0	0	0	0	0	0	0	0	0	0
Dec	0	0	0	0	0	0	0	0	0	0	0	0
total	200640	71544	2376	0	144144	17394	134244	187494	172074	79663	49872	1059445
total acre f	615.74	219.56	7.29	0.00	442.36	53.38	411.98	575.40	528.08	244.48	153.05	3251.32

Freeport North

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total 2011-2021
January	0	0	0	0	0	5426	0	0	0	0	0	5426
February	0	0	0	1	0	0	0	0	0	0	0	1
March	0	0	0	2	0	16063	10530	0	0	0	0	26595
April	4320	0	1561	13091	0	40176	13650	0	0	0	0	72798
May	12240	0	7546	2	0	35478	44460	0	0	0	0	99726
June	4740	0	24312	14872	22500	30942	42354	30829	2377	1932	0	174858
July	1560	882	39006	20025	22970	44631	41106	21329	28512	26427	6640	246648
August	0	37654	37782	13130	23000	40338	46488	17136	37872	47955	39099	301355
Sept	0	25723	14501	677	20100	41877	22308	17082	38649	35180	24740	216097

Oct	0	0	401	3	7630	0	1560	10140	27084	34640	0	19734
Nov	0	0	0	0	884	0	0	0	0	4074	0	4958
Dec	0	0	0	0	12269	0	0	0	0	0	0	12269
total	22860	64259	125109	61803	109353	254931	222456	96516	134494	150208	70479	1312468
total acre f	70.15	197.20	383.95	189.67	335.59	782.35	682.69	296.20	412.75	460.97	216.29	4027.82

Weber Basin

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total 2011-2021
January	60903		96729	90516	94204	121427	96533	74565	76704	75094	72345	859,019.5
February	92814	84927	90036	85977	50411	139016	76427	62821	91017	74249	66508	914,202.5
March	69336	80775	85629	91288	103361	109537	79034	113698	102203.9	69092	88341	992,294.9
April	47366	88998	115277	115131	118655	34081	55510	226990	85059.1	108859	86663	1,082,589.1
May	92543	187227	186353	177077	112684	99312	109582	190346	113543	242916	218440	1,730,023.0
June	136769	134688	173758	229528	203115	135215	158128	223323	187580	280699	294519	2,157,322.0
July	158687	204315	163993	155626	256800	121201	218474	255667	234500	274063	229094	2,272,420.0
August	165392	189310	164285	137828	214599	203674	196290	226247	177724	269584	114994	2,059,927.0
Sept	243414	126800	138449	155715	234370	172521	135112	125784	103850	119496	140653	1,696,164.0
Oct	107944	104095	109681	213774	241853	84283	89649	88394	21306	31208		1,092,187.0
Nov	77478	83954	102612	111806	142580	93435	56415	76797	77093	-10441		811,729.0
Dec	79124	94960	82534	78007	4133	72510	67617	82009	90633	64583		716,110.0
total	1331770	1380049	1509336	1642273	1776765	1386212	1338771	1746641	1361213	1599401	1311557	16383988
total acre f	4337.90	4235.21	4631.98	5039.95	5452.69	4254.13	4108.54	5360.24	4177.41	4908.38	4025.02	50280.61
Well total acre ft						1999	1704	1341	1546	1341	658	
Well total including 200 S.						1999	1704	1341	1638	1453	658	
total acre ft						6254	5813	6701	5723	6249	4683	
Well Total pumped						651513	555312	436969	503603	436918	214361	
Total Water Purchased and Pumped in gallons						2037725	1894083	2183610	1864816	2036319	1525918	

Well Totals - Thousands of Gallons

	2011	*2012*	*2013*	*2014*	*2015*	*2016*	*2017*	*2018*	*2019*	*2020*	*2021*	*total 2012-2021*
January	*32538*	*0*	*0*	*0*	*0*	*12014*	*0*	*0*	*0*	*0*	*0*	*44552*
February	*9466*	*0*	*0*	*1*	*0*	*0*	*0*	*0*	*0*	*8411*	*0*	*17878*
March	*7111*	*0*	*0*	*2*	*0*	*20755*	*10530*	*0*	*0*	*2543*	*0*	*40941*
April	*17919*	*3168*	*2485*	*13091*	*0*	*43074*	*13650*	*0*	*0*	*0*	*0*	*93387*
May	*50577*	*14718*	*29002*	*2*	*0*	*72774*	*52776*	*0*	*12421*	*0*	*0*	*232270*
June	*30930*	*161090*	*118804*	*65479*	*71210*	*109728*	*120762*	*66127*	*29156*	*5364*	*0*	*778650*
July	*52834*	*144170*	*121262*	*104872*	*101374*	*125205*	*121032*	*102789*	*118139*	*31026*	*52239*	*1074942*
August	*69969*	*168354*	*111359*	*102800*	*103760*	*113340*	*127338*	*101921*	*138381*	*68507*	*113239*	*1218968*
Sept	*51022*	*167269*	*32773*	*34460*	*53965*	*92385*	*66660*	*126847*	*123462*	*139871*	*48883*	*937597*
Oct	*9688*	*77355*	*1474*	*3342*	*7630*	*62238*	*30018*	*39285*	*87044*	*115034*	*0*	*428108*
Nov	*581*	*0*	*0*	*0*	*5960*	*0*	*12546*	*0*	*0*	*46498*	*0*	*65585*
Dec	*0*	*0*	*0*	*0*	*31385*	*0*	*0*	*0*	*0*	*19664*	*0*	*51049*
total	***332635***	***736124***	***417159***	***324049***	***375284***	***651513***	***555312***	***436969***	***503603***	***436918***	***214361***	***4983927***

Well Totals - Acre Feet

	2011	*2012*	*2013*	*2014*	*2015*	*2016*	*2017*	*2018*	*2019*	*2020*	*2021*	*total 2012-2018*
January	*99.85546*	*0*	*0*	*0*	*0*	*36.86961*	*0*	*0*	*0*	*0*	*0*	*136.7250676*
February	*29.05009*	*0*	*0*	*0.003069*	*0*	*0*	*0*	*0*	*0*	*25.81241*	*0*	*54.86556739*
March	*21.82286*	*0*	*0*	*0.006138*	*0*	*63.69476*	*32.31538*	*0*	*0*	*7.80418*	*0*	*125.6433155*
April	*54.99139*	*9.722235*	*7.626185*	*40.1748*	*0*	*132.1893*	*41.89031*	*0*	*0*	*0*	*0*	*286.5941795*
May	*155.2151*	*45.16788*	*89.00387*	*0.006138*	*0*	*223.3352*	*161.9636*	*0*	*38.11865*	*0*	*0*	*712.8104563*
June	*94.92068*	*494.3671*	*364.5961*	*200.9477*	*218.5355*	*336.7429*	*370.605*	*202.9363*	*89.47648*	*16.46151*	*0*	*2389.589107*
July	*162.1416*	*442.4415*	*372.1394*	*321.8404*	*311.1054*	*384.24*	*371.4336*	*315.4479*	*362.5553*	*95.2153*	*160.3156*	*3298.875867*
August	*214.727*	*516.6595*	*341.7482*	*315.4816*	*318.4277*	*347.8277*	*390.786*	*312.7841*	*424.6757*	*210.2403*	*347.5177*	*3740.875431*
Sept	*156.5808*	*513.3297*	*100.5766*	*105.7539*	*165.6125*	*283.5192*	*204.572*	*389.2791*	*378.891*	*429.2483*	*150.0164*	*2877.379539*
Oct	*29.73138*	*237.3938*	*4.52354*	*10.25622*	*23.41561*	*191.0014*	*92.12186*	*120.5612*	*251.7838*	*353.0264*	*0*	*1313.81521*
Nov	*1.783024*	*0*	*0*	*0*	*18.29057*	*0*	*38.50226*	*0*	*0*	*142.6971*	*0*	*201.2729745*
Dec	*0*	*0*	*0*	*0*	*96.31703*	*0*	*0*	*0*	*0*	*60.3466*	*0*	*156.6636285*
total	***1020.819***	***2259.082***	***1280.214***	***994.4699***	***1151.704***	***1999.42***	***1704.19***	***1341.009***	***1545.501***	***1340.852***	***657.8498***	***15295.11034***

STAFF REPORT

TO:	Mayor Shepherd and City Council Members
FROM:	Curtis Dickson, Community Services Deputy Director
MEETING DATE:	November 16, 2021, Work Session
SUBJECT:	2022 Centennial Celebration

RECOMMENDED ACTION

N/A - Update Council on the progress of the City's Centennial Celebration for 2022

DESCRIPTION / BACKGROUND

Staff has been working with the Centennial Committee to plan, organize and deliver multiple community events in 2022 to celebrate the City's 100th anniversary of officially being incorporated as a City. Staff will review what has been proposed by the committee and staff so that the Mayor and Council are aware of where the committee is at and can provide any input or direction as they see fit.

HEDGEHOG ANALYSIS

These projects were all scored during the budget process and had scores ranging from 19-22.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Improving Clearfield's Image, Livability and Economy: These events will help foster community pride, investment, and involvement.

FISCAL IMPACT

The Mayor and Council have allocated an additional $75,000 to the FY22 budget for these events.

ALTERNATIVES

- Move forward with the events as outlined and recommended by the committee and staff
- Provide alternate events /programs for the City's Centennial Celebration

SCHEDULE / TIME CONSTRAINTS

LIST OF ATTACHMENTS

Centennial Committee Events Outline

Clearfield City Centennial 2022

Pride in our past, eyes to the future

- Logo contest in Fall of 2021 involving the school
- First event the week of April 25, 2022 (Tentatively April 29-30, depending on the school district schedules for dances and breaks.)
  Race, Hamburger/Hot Dog BBQ, Fireworks (15-20 minutes), Scavenger hunt with historical markers, Service Projects
- Second event the week of July 1-4
  Race, Fireworks (30 minutes, multiple locations), Time capsule (on anniversary at City Hall, part of the West entrance July 17)
- Third event the week of September 12 (Tentatively September 17-18, depending on the school district schedules for dances and breaks.)
  Race, Taste of Clearfield (Buy a gift card for $25 that is good for participating places. Restaurant pays half, City pays half of the $25 cost. Gift card would be good for a fixed time period. Fixed menu?) Fireworks (15-20 minutes) Car Show

• Centennial seal/logo • Light/flagpole banners/flags (school contest) • Tapestry • T-shirts/hats/sweatshirts/jackets, etc.	• Small free gift for every household/business (Magnet with list of events and dates) • Charge for other items to help cover costs

*The committee decided a few things regarding the commemorative items. First, they would like to do a free, small gift that would go to each business and household in Clearfield. They feel a refrigerator magnet with the winning centennial logo/seal and with all the events and dates listed on it. This would serve to remind residents of the centennial and also be a marketing tool for when everything is happening. Second, the committee decided to not have a plate/dish or a bell as potential items. These tend to be dust collectors and serve no real purpose. The committee still likes the other ideas and now that we have a better framework with the number of events and some of the ideas for them, we will start to put some very rough cost estimates together for all of it.