

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
December 21, 2021 – WORK AND SPECIAL SESSIONS

Multi-Purpose Room
55 South State Street
Second Floor
Clearfield, Utah

Public Participation – Join Work and Special Sessions Zoom Meeting
<https://us02web.zoom.us/j/84967181736>

Meeting ID: 849 6718 1736

6:00 P.M. WORK SESSION

Discussion on the Agent-Client Representation and Fee Agreement
with The Hiatt Group, LLC for Lobbyist Services

Discussion on the Status of the City's Arts Supervisor Position

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

CITY COUNCIL SPECIAL SESSION IMMEDIATELY FOLLOWING WORK SESSION

SPECIAL SESSION

CALL TO ORDER:

Mayor Shepherd

1. **CONSIDER APPROVAL OF THE AGENT-CLIENT REPRESENTATION AND FEE AGREEMENT WITH THE HIATT GROUP, LLC**

BACKGROUND: Staff is proposing the City consider lobbyist services for its needs of acquiring additional funding and or other resources from the State of Utah to assist with future development within the City. Steve Hiatt with The Hiatt Group, LLC is eager to be the City's advocate and help the City obtain the funding and policy outcomes needed. The Agent-Client Representation and Fee Agreement with The Hiatt Group, LLC outlines the services, relationships, fees, and terms of the agreement for both parties.

RECOMMENDATION: Approve the Agent-Client Representation and Fee Agreement with The Hiatt Group, LLC and authorize the Mayor's signature to any necessary documents.

2. **CONSIDER APPROVAL OF RESOLUTION 2021R-23 APPROVING DESIGNATED VOTER PARTICIPATION AREAS FOR THE REFERENDA AND INITIATIVE PROCESS**

BACKGROUND: In 2019 the Utah Legislature made substantial changes to the election code regarding ballot propositions, initiatives, and referendums. Those changes included a requirement for municipalities to establish Voter Participation Areas following each redistricting process by the Legislature. Voter Participation Areas are intended to ensure that signatures gathered in support of

placing a referenda and/or initiative on a ballot represent a broad range of residents as opposed to a small geographical area. Each municipality is required to create eight Voter Participation Areas of similar population and signatures for ballot initiatives must be collected from each area. The City is required to establish these areas no later than January 1, 2022.

RECOMMENDATION: Approve Resolution 2021R-23 approving designated voter participation areas for the referenda and initiative process and authorize the Mayor's signature to any necessary documents.

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

CITY COUNCIL WORK SESSION IMMEDIATELY FOLLOWING SPECIAL SESSION

Discussion on the City's 2021 Compensation Study

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

Dated this 16th day of December, 2021.

/s/Nancy R. Dean, City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 525-2714, giving her 48-hour notice.



STAFF REPORT

TO: Mayor Shepherd and Clearfield City Council
FROM: JJ Allen, City Manager
MEETING DATE: December 21, 2021
SUBJECT: Lobbyist Services

RECOMMENDED ACTION

Approve the Agent-Client Representation and Fee Agreement between The Hiatt Group, LLC and Clearfield City and authorize the Mayor's signature to any necessary documents.

DESCRIPTION / BACKGROUND

Within only the last couple of weeks, Mayor Shepherd and I started talking about the City's needs (particularly with Clearfield Station), the potential for the State of Utah to bring its resources to bear, and the value that a lobbyist could bring to help the City acquire additional funding. He asked me to put some feelers out, and I was able to speak with three different lobbyists / groups.

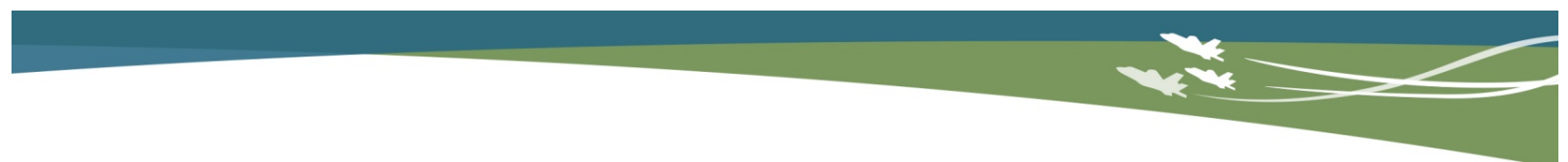
The first group I spoke with was very interested and proposed a fee of \$6,000 / month. They are a well-known and capable firm that represents many municipalities, as well as other interests. The second group I contacted has made the decision to not take on any municipal clients, to avoid conflicts of interest. However, they did refer me to Steve Hiatt, who proposed a rate of \$4,000 / month.

Steve grew up in Clearfield and is eager to be our advocate. He has served as a mayor here in Davis County, so he understands well the challenges that cities in this region face. His personal history in our community gives him a unique understanding of and appreciation for what we are trying to accomplish. Over his many years of public service and involvement in all kinds of boards and committees, he has developed trusted relationships with key legislators and other stakeholders that can help us obtain the funding we need and policy outcomes that we may need to pursue (whether currently or in the future). Moreover, Steve is willing to make us his only municipal client (unless we specifically give our consent for him to take another). This would assure that he is not advocating for the needs of another community that may come at Clearfield's expense.

Steve plans to attend the Council meeting, should you have any questions for him directly.

HEDGEHOG ANALYSIS

A "quick and dirty" hedgehog evaluation gives this proposal of hiring a lobbyist a score of 19 (out of a possible 24), which puts it in the "high value" category.



CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing Quality Municipal Services

Improving Clearfield's Image, Livability, and Economy

FISCAL IMPACT

The FY22 budget does not include an appropriation for lobbyist services, so this would need to be included in an upcoming budget amendment. The \$48k (over a year) is not insignificant, and could be spent on other operational needs. However, if a lobbyist is able to provide a high return on the investment, it "pays for itself," so to speak. There are no guarantees, but we've recently talked about our multi-million dollar shortfall at Clearfield Station. If covering or narrowing that gap is a reasonable expectation, then using a lobbyist toward that end seems justified.

ALTERNATIVES

- A. Approve the Agreement with The Hiatt Group, LLC, as proposed.
- B. Approve the Agreement with the Hiatt Group, LLC, with modifications (provided they are agreeable to both parties).
- C. Decline to engage a lobbyist at this time.

SCHEDULE / TIME CONSTRAINTS

The 2022 legislative session begins on January 18, so we are late in the game to be making arrangements such as this. For this reason, this item is scheduled both for work session discussion and possible action on the same night. That said, the Council can certainly table the action item at their discretion.

LIST OF ATTACHMENTS

- Agreement with The Hiatt Group, LLC

**AGENT-CLIENT REPRESENTATION AND FEE AGREEMENT
BETWEEN
THE HIATT GROUP, LLC & CLEARFIELD CITY**

THIS AGREEMENT is made between **THE HIATT GROUP, LLC**, Representatives associated for the practice of legislative advocacy, as the "Agent," and **CLEARFIELD CITY CORPORATION** as the "Client."

RECITALS

1. To act as Client's lobbyists and advocates on legislative matters before the Utah Legislature, the Utah Governor, the Utah Attorney General, Utah state administrative agencies, and Utah state quasi-governmental agencies.
2. To register as lobbyists for Client with the Utah Elections Office if required by law.
3. To conduct policy research necessary to obtain an excellent working knowledge of any and all issues that are relevant to Client.
4. To spend the necessary amount of time with Client or Client's representatives in order to fully prepare to advocate on Client's behalf.
5. To review all proposed legislation in order to locate any bills that may be relevant to Client and communicate those issues to Client.
6. To converse with policy-makers and agency officials as needed to educate them as to Client's issues and advocate for Client's interests.
7. To work with Legislative Staff, including Legislative Research and General Counsel, to draft bill or rule language as necessary.
8. To continue to cultivate relationships with legislators, other business leaders and potential allies, state agency employees, the Governor's office and other individuals in order to effectively advocate for Client and monitor relevant issues on Client's behalf.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Engagement:** Agent accepts said employment and agrees to devote their professional abilities to this matter. Agent has made no guarantees regarding the result of representation, and all expressions relative thereto are matters of their opinion only. Client authorizes Agent to fully investigate, research, and attempt to resolve the matter for which Agent is retained, and to take such steps as are reasonably advisable or necessary.

2. **Services, Independent Activities, Relationship of the Parties:**

- (a) **Services.** Agent is engaged to assist Client in advancing its federal and state legislative initiatives and to perform other related functions for Client as directed by Client's governing body (the "City Council") or its City Manager, devoting its time, attention, and best efforts to the City's affairs for an average of ten hours per week, not to exceed forty hours per month. A partial listing of the Services is set forth on Exhibit A, attached to this Agreement.
- (b) **Independent Activities.** As an independent contractor, Agent shall be freely entitled to expend time (while not on duty for the City) for personal or outside business, charitable or professional activities. Such outside activities shall not be deemed a breach of this Agreement, provided that such activities do not materially interfere with the Services to be rendered to the City hereunder. Agent shall not, without the City's express prior written consent (which consent shall not be unreasonably withheld), engage in any activity competitive with or adverse to the City's interests, whether alone, as a partner, or as an officer, director, employee, shareholder, member, or owner of any other entity, or as a trustee, fiduciary, or other representative of any other activity.
- (c) **Exclusivity; Conflicts of Interest.** Agent agrees that the City shall be Agent's sole municipal client, and that Agent shall not provide work for others in conflict with the Services to be provided to the City. Agent may provide similar services to other clients whose interests are not in conflict with or adverse to the City's interests. To assure the absence of any conflicting interests, Agent shall provide the City with a complete listing of all of Agent's clients for governmental affairs consulting-related services during the upcoming terms of Congress and of the Utah Legislature. Further, Agent shall immediately notify the City if Agent becomes aware of any situation involving Agent's services to another client which does or may constitute a conflict of interest with respect to Agent's Services to the City hereunder.

The parties acknowledge that this Agreement does not provide exclusive rights to Agent and that the City may engage other persons or entities to provide similar Services to the City.

- (d) **No Conflicts; Due Authorization.** Agent represents and warrants as follows: (i) Agent is not bound by, and will not enter into, any oral or written agreement with any third

party that conflicts in any way with Agent's obligations under this Agreement or any agreement made or to be made in connection herewith; (ii) Agent has full power and authority to enter into this Agreement and perform its duties and obligations hereunder, and there is no additional consent, approval or action of Agent required to authorize or ratify this Agreement; (iii) the person signing this Agreement on behalf of Agent has authority to sign this Agreement on behalf of Agent; and (iv) Agent's agreements and full performance under this Agreement do not require the consent or approval of any third party.

3. **Focus Areas:** Agent's Services on behalf of the City shall be directed by the City Council for the City and City Manager. Agent's Services shall focus on such issues as may be designated by the City from time to time. Agent shall promptly notify the City upon the occurrence of any material event affecting the City's interests in the United States or the state of Utah.
4. **Standards:** Agent shall perform Agent's duties under this Agreement in accordance with (a) all legal requirements; (b) all applicable professional standards and practices; and (c) such other standards as may, from time to time, be applicable during the Term of this Agreement. Without limiting the generality of the foregoing statement, Agent will be registered as a lobbyist of the United States federal government and the state of Utah, as applicable, at any and all times that Agent performs federal or Utah state lobbying services for the City.
5. **Compensation:** Agent and the City agree to the following compensation.
 - (a) **Flat Fee Rate.** The Client agrees to compensate the Agent in the amount of \$48,000.00 which includes all normal office costs and expenses incurred by Agent. Should Agent believe additional funding is necessary to cover unforeseen costs or unique situations, Agent shall provide written notice to the City and seek permission to be reimbursed for said costs *prior* to incurring costs outside of the flat fee amount of \$4,000.00 dollars per month. Payments are to be made in monthly installments of \$4,000.00 each. The first payment of \$4,000.00 is due at the time this contract is executed or by December 31, 2021. The second monthly payment of \$4,000.00 shall be due on January 15, 2022. Monthly payments of \$4,000.00 are then due on the 15th of each month thereafter throughout the duration of this contract, which is for a period of twelve months.
 - (b) **Preparatory Work.** The Client acknowledges and agrees that the Flat Fee is earned upon receipt, and will immediately become personal funds and property of the Agent, due to the following considerations:
 1. Agent has already spent considerable time engaging in preparatory activities which allow them to have the ability, knowledge, and skill to represent Client in this matter.

2. Upon signing this Agreement, Client receives immediate and significant benefit due to Agent's representation and reputation amongst members of the Utah Legislature, competing companies, and potential allies.
3. Upon signing this Agreement, Client receives immediate value because Agent has committed to the expenditure of substantial work and expenses, and may have to decline representation of other prospective clients due to time constraints and/or potential conflicts of interest or disqualification.
4. It is customary in this type of work for companies to strategically engage agents for the express purpose of preventing those same agents from working for competitors due to conflicts of interest, or to build such an impressive and reputable list of representatives so as to dissuade or discourage competitors from attempting any action at all.
5. Although fees are earned upon receipt by Agent, they may be found to be subject to disgorgement in the event a Court finds them unreasonable under the circumstances. Some portion of the flat fee could be refunded to the Client if the Agent does not perform services on behalf of the Client that are reasonably worth the amount of fees paid to the Agent.

(c) Fair Rate. Client acknowledges that the Flat Fee Rate is reasonable and fair due to the following considerations and circumstances:

1. This representation, including all preparatory work, is extremely time and labor intensive and requires a complex and unique set of lobbying skills.
2. The Legislature is in general session for a limited period of time which makes Agent's time highly valuable because Agent may be required to decline additional offers of representation.
3. The fee charged by Agent is similar and customary to the fees charged for this type of representation by other agents engaging on legislative matters.
4. The reputation alone of Agent provides an immediate and substantial benefit to Client and is a critical part of Client's legislative strategy.
5. Agent has agreed to the flat rate and accept the risk that the representation may be more expensive or time-consuming to resolve than anticipated at the outset. That risk born by Agent is valuable to Client.
6. The nature of this matter, including all preparatory and current work, is time intensive, complex, and nuanced, thereby making traditional methods for calculating value ineffective, unjust, or impossible.

(d) Nonpayment. In the event the bill owed by Client is not paid within thirty (30) days, interest will thereafter accrue at a rate of eighteen percent (18%) per annum on any outstanding unpaid balance. Should the Client not pay any amount due within 60 days of the date of the statement, the Agent may, after giving reasonable notice to the Client, and at the Agent's sole discretion, stop work or withdraw from further representation of the Client. Should a collection action be necessary in order to collect any unpaid account, Client agrees to pay reasonable collection costs, including attorney, paralegal, and staff fees.

(e) Payments. The City shall make payment to Agent at:

The Hiatt Group, LLC
Attn: Steve Hiatt
697 North 240 East
Kaysville, UT 84037

6. **Status as Independent Contractor**: In performing the Services, Agent shall at all times be an independent contractor, and not an employee, of the City. As an independent contractor, Agent and its employees shall not be entitled to any benefits or perquisites offered by the City to its employees, such as insurance coverage, paid vacation, retirement plan funding, or any other items. Instead, Agent's sole compensation for performance of the Services shall be the compensation and costs reimbursement described above. Nothing in this Agreement shall be construed as creating the relationship of employer and employee, partner, agent, joint venturer, or representative between the City and Agent or any of Agent's employees, affiliates or third party independent contractors. In performing Services under this Agreement, Agent shall comply with all applicable laws, ordinances, codes, and regulations.
7. **Term of Contract**: The term of this Agreement will be from December 15, 2021 and will continue until December 31, 2022.
8. **Termination**: This Agreement shall be terminated upon expiration of its Term, defined supra, or upon the happening of any of the following events:
 - (a) For Cause. For cause upon ten days' prior written notice and opportunity to cure by the terminating party where the other party has materially breached any provision of this Agreement or violated any statutory or common law duty or obligation to the terminating party, including, without limitation, Agent's failure to perform any of Agent's obligations hereunder to the City's reasonable satisfaction at any time;
 - (b) Without Cause. Without cause at any time upon at least 30 days' prior written notice by a party to the other;
 - (c) Mutual Consent. Whenever the City and Agent mutually agree in writing to terminate this Agreement;
 - (d) Death. Upon Agent's death;
 - (e) Conduct. If Agent engages in any fraudulent or dishonest conduct of any type whatsoever, or if the City reasonably determines (in view of prevailing community standards in Davis County, Utah that Agent has engaged in personal conduct which would injure the reputation of the City or otherwise adversely affect the City's interests if Agent were retained as an independent contractor of the City;

- i. Conflict of Interest. Immediately upon written notice to Agent if the City reasonably determines that Agent is experiencing a conflict of interest between Agent's duties to the City hereunder and Agent's representation of another client; or
- ii. Bankruptcy or Insolvency. Immediately upon written notice by a party if the other party (i) is or becomes insolvent; (ii) is or becomes the subject of a voluntary or involuntary petition in bankruptcy which is not dismissed within 60 days after filing; or (iii) ceases to pay its obligations or conduct business in the ordinary course.

9. **Rules, Regulations and Policies**: Agent shall observe and comply with the rules and regulations of the City as adopted by the City respecting performance of the Services, and shall carry out and to perform orders, directions and policies announced to Agent by the City from time to time, either orally or in writing.

10. **Ownership of Documents**: All documents including notes, drawings, and reports generated by the Agent under this agreement are the property of the City. Any reuse by the City without written authorization from the Agent will be at the City's sole risk and without legal or liability exposure to the Agent. Agent may not use the work product for any other client or purpose without the express written consent of the City.

11. **Nondisclosure of Confidential Information**: Agent acknowledges that, as a result of its engagement by the City, Agent may be provided access to, and otherwise may have the opportunity to acquire and use, confidential information of a special and unique nature and value relating to the City's affairs that is not known to the general public. Such information made known to or learned by Agent as a result of Agent's engagement hereunder shall be referred to herein as the "Confidential Information."

As a material inducement to the City to engage Agent pursuant to this Agreement, Agent covenants and agrees that Agent shall not, at any time during or following the term of this Agreement, directly or indirectly divulge or disclose to any third party, for any purpose whatsoever, any of the Confidential Information which has been obtained by or disclosed to Agent as a result of its engagement by the City.

In the event of a breach or threatened breach by Agent of any of the provisions of this section, the City, in addition to and not in limitation of any other rights, remedies or damages available to the City at law or in equity, shall be entitled to injunctive relief restraining and permanently prohibiting any such breach by Agent or any other person or entity directly or indirectly acting for or with Agent.

Upon termination or expiration of this Agreement: (a) Agent shall not be entitled to keep, preserve, disclose, sell, or transfer any records, files, documents and information of any type which are particular to the City; (b) any and all records, files, documents and information of all types prepared in connection with Agent's engagement hereunder are

and shall remain the City's property, notwithstanding that such items may have been prepared, transcribed or generated by Agent; and (c) Agent shall promptly return to the City (or at the City's option and instruction, permanently destroy or erase) any Confidential Information or other City property that is in Agent's possession, and Agent will thereafter immediately certify in writing its compliance with the obligations set forth in this paragraph. Notwithstanding the termination or expiration of this Agreement, this section shall survive.

12. The City's Assistance with Required Disclosures: If Agent becomes legally required to periodically file governmental disclosure forms bearing the City's signature, the City shall cooperate with Agent's efforts to timely make such filings, including timely providing any required signatures of the City.

13. General Provisions: The following provisions are also an integral part of this Agreement:

- (a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- (c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.
- (d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- (e) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.
- (f) Entire Agreement; Amendments; Waivers. This Agreement, including any exhibits hereto, sets forth the entire understanding and supersedes and merges all prior and contemporaneous agreements between the parties relating to the subject matter contained herein. Neither party shall be bound by any amendment or modification of this Agreement unless such amendment or modification is set forth in writing, refers to this Agreement, and is executed by a duly authorized representative of both parties. All waivers hereunder must be made in writing and shall be enforceable against the

party who has executed such waiver. Any failure by either party at any time to require the other party's performance of any obligation under this Agreement shall not affect that party's right subsequently to require performance of that obligation by the other party. Any waiver of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach.

(g) Time of Essence. Time is the essence of this Agreement.

(h) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(i) Attorneys' Fees. In the event any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above or to such other address(es) as a party may specify to the other in writing at any time during the term of this Agreement.

All notices and approvals required under or by reason of this Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative, as follows:

Agent Contact Information

The Hiatt Group, LLC

Agent: Steve Hiatt

Email: Steve@SteveHiatt.com

Phone: (801) 644-2464

Client Contact Information

Clearfield City Corporation

Contact: JJ Allen, City Manager

Email: JJ.Allen@Clearfieldcity.org

Phone: (801) 525-2700

(k) Assignment. Agent may not assign its rights or delegate its duties hereunder to any third party without the City's prior written consent, which the City may withhold in its sole, unfettered, discretion.

(l) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Utah without giving effect to any choice or conflict of law provision or rule (whether of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than of Utah. To the extent permitted by law, each of the parties hereby irrevocably submits to the jurisdiction of any Utah state court or United States federal court, in either case sitting in Davis County, Utah over any suit, action or other proceeding brought by any party arising out of or relating

to this Agreement, and each of the parties irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

READ, CONSIDERED, and SIGNED this ____ day of _____, 2021.

CLIENT:

AGENT:

CLEARFIELD CITY CORPORATION

THE HIATT GROUP, LLC

BY: _____
Mark Shepherd, Mayor

BY: _____
Steve Hiatt, President

ATTEST:

BY: _____
Nancy Dean, City Recorder

Approved as to Legal Form

BY: _____
Stuart E. Williams, City Attorney

Exhibit A

AGENT-CLIENT REPRESENTATION AND FEE AGREEMENT BETWEEN THE HIATT GROUP, LLC & CLEARFIELD CITY

GENERAL SERVICES

1. Provide technical and political resources and strategy on the issues related to the City to include, but not limited to, the following:
 - a. transportation and infrastructure
 - b. water development and infrastructure
 - c. economic development/redevelopment
 - d. housing/planning and zoning regulation/homelessness
 - e. general municipal revenue and authority
2. Specific emphasis shall be given to the City's Transit Orient Development (TOD) including but not limited to infrastructure such as roads, intersections, signalization, parking, water, sewer, stormwater, power, natural gas, telecommunications, etc.
3. Specific emphasis shall be given to Main Street revitalization projects as directed by the City.
4. Agent will work with the City throughout the year and will regularly communicate and meet with the City to strategically plan and promote the interests of the City. This will entail regular conversations (either in-person or via phone, email, or text) with the City Manager to provide updates and to strategize—no less frequently than monthly throughout the year and weekly during the legislative session. Updates to the City Council may also be necessary, at least annually.
5. Work with legislative leadership, the Governor's office, state agencies, Davis County and the related departments and regulators on matters related to City and their interest to develop regionally significant infrastructure in the City.
6. Work to negotiate solution(s) that are agreeable to the City.

SERVICES NOT LIMITED

Although the above list of general Services to be provided by Agent are known and agreed on at the time of execution of the Agreement, the above list is not intended to limit the scope of services to be provided by Agent to the City.



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Eric Howes, Community Services Director
MEETING DATE: December 21, 2021
SUBJECT: Arts Supervisor Position Discussion

RECOMMENDED ACTION

Consider options regarding the status of the Arts Supervisor position in light of the inability to cover the difference between PT and FT wages and benefits with grant funding as discussed with the Council in preparation for the FY21 budget.

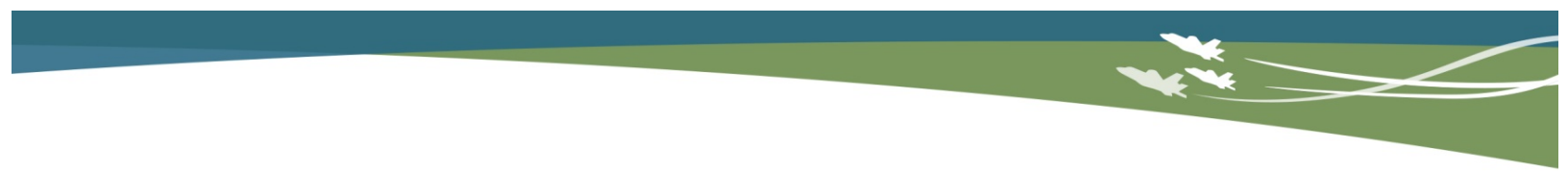
DESCRIPTION / BACKGROUND

In the FY21 budget, the Council authorized the utilization of the PARAT tax to cover the difference between a PT Supervisor for the Arts, and a FT Supervisor with benefits. The arrangement was that we would utilize PARAT tax funds to cover this difference for the FY21 budget; however, for subsequent years Community Services staff would seek to fund this amount through grant funding.

As a result of the COVID-19 Pandemic and the corresponding federal funding sent to the State of Utah, the grant cycle for the Utah Arts Council's (UAC) annual Operating Grants, was delayed (UAC staff were assigned the responsibility for managing some of the federal COVID-related funding). Since this grant opportunity was delayed, and since we were given the impression that our grant application would likely be approved, we have continued in FY22 to fund the Arts Supervisor position as full-time until we received a notice of award.

The UAC received an additional 50 applications for operating grants for this fiscal year, and we recently received a notice of award from the UAC in the amount of only \$8,000 per year for FY22 and FY23, which is unfortunately significantly less than we were expecting to receive. The grant award is for two consecutive years. Since the difference in wages and benefits for this position (\$34,241.09) exceeds the amount of the grant award, we are unable to meet the terms of the arrangement made for FY22. As a result, we plan to return this position to part-time status, as we originally committed to do.

The challenge that we now face is re-opening the Arts Center and growing the program without a FT position. The Community Services Department staff is confident that this cost can be included in the business plan for new revenue associated with the newly renovated center. However, this plan is



not yet prepared as the renovation has just recently been completed and there is no guarantee until the revenue is in hand. Consequently, for the time being, we will manage as best we can with a slightly reduced capacity (29 hours per week instead of 40 in that position).

Our current Arts Supervisor does not currently receive medical benefits from the City since she is covered by her spouse's plan. This reduces our current costs for this position; however, that could obviously be subject to change at any point.

HEDGEHOG ANALYSIS

This proposed fee has not been scored.

CORRESPONDING POLICY PRIORITY (IES)

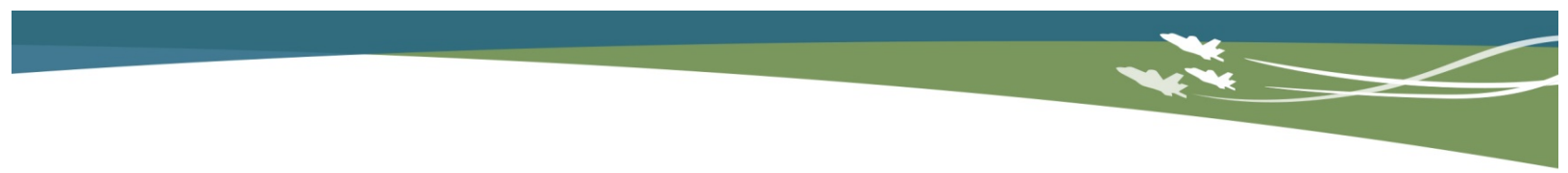
Providing quality municipal services.

FISCAL IMPACT

- a. **FISCAL** – The difference between the base salary for this position as a PT position compared to a FT position is \$12,045.00 annually. The cost of medical benefits for the position ranges from \$8,409.37 for the employee alone, to \$23,099.41 annually for a family. The maximum additional cost for this position as a FT position when compared to PT ranges from \$20,354.37 to \$35,144.41. When considering the current grant award of \$8,000 per year for the next two years, the total cost for each year would be reduced by that amount.
- b. **OPERATIONS / SERVICE DELIVERY**- With the completion of the renovation of the Arts Center, a FT position would better allow the Community Services Department to continue to grow our Arts programs to fill the center. This becomes much more challenging with a PT supervisor.

ALTERNATIVES

1. Return this position to a PT position and continue to search for additional grant funding to support this position.
2. Keep this position as a FT position and continue to search for additional grant funding to make up the difference in cost.
3. Fund this position as a FT position from the general fund.



SCHEDULE / TIME CONSTRAINTS

As soon as the Council provides direction regarding their preferred course of action, we will move forward as soon as possible.

LIST OF ATTACHMENTS

N/A



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Nancy Dean, City Recorder
MEETING DATE: December 21, 2021
SUBJECT: Voter Participation Areas

RECOMMENDED ACTION

Approve Resolution 2021R-23 approving designated Voter Participation Areas for the Referenda and Initiative Process.

DESCRIPTION / BACKGROUND

In 2019 the Utah Legislature made substantial changes to the election code regarding ballot propositions, initiatives, and referendums. Those changes included a requirement for municipalities to establish Voter Participation Areas following each redistricting process by the Legislature. Voter Participation Areas are intended to ensure that signatures gathered in support of placing a referenda and/or initiative on a ballot represent a broad range of residents as opposed to a small geographical area. Each municipality is required to create eight Voter Participation Areas of similar population and signatures for ballot initiatives must be collected from each area. The City is required to establish these areas no later than January 1, 2022.

Clearfield City established its first Voter Participation Areas in 2019. With the recent redistricting by the Legislature the City is required to establish new Voter Participation Areas with new population data provided by the Census. Following this action, it will be ten years before the City is required to revise its Voter Participation Areas.

The Davis County Clerk's office assists the City with this process because it is responsible for registered voter information, but must wait for the redistricting process to be completed by the Legislature. It received that information the first week of December and has been working to create the proposed Voter Participation Areas as quickly as possible. The exact proposal was not available at the publishing of the agenda but will be provided to the Council as soon as possible.

HEDGEHOG ANALYSIS

Required by statute.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing Quality Municipal Services

FISCAL IMPACT

N/A

ALTERNATIVES

No alternatives available because it is required by statute.

SCHEDULE / TIME CONSTRAINTS

Must be adopted prior to January 1, 2022.

LIST OF ATTACHMENTS

Resolution 2021R-23

CLEARFIELD CITY RESOLUTION 2021R-23

A RESOLUTION ESTABLISHING VOTER PARTICIPATION AREAS

WHEREAS, In 2019, the Utah State Legislature made substantial changes to the election code regarding ballot propositions, initiatives, and referendums; and,

WHEREAS, part of that revision included a process for governmental entities to establish Voter Participation Areas following each redistricting by the Legislature based upon population data provided by the Census; and,

WHEREAS, Voter Participation Areas are based on the number of registered voters within a geographical area to clarify the application of the signature thresholds; and

WHEREAS, Voter Participation Areas are intended to ensure that signatures gathered in support of placing a referenda and/or initiative on a ballot represent a broad range of residents as opposed to a small geographical area;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the Voter Participation Areas described in Exhibit “A” for Clearfield City geographic boundaries are hereby established.

Passed and adopted by the City Council at a special policy session on December 21, 2021.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Summer Palmer, Assistant City Manager
Meeting Date: December 21, 2021
Subject: Recruitment/Retention Follow-up Discussion- Compensation Study

RECOMMENDED ACTION

Staff recommends the City Council consider implementing the results of the compensation study effective January 2, 2022, for both recruitment and retention purposes.

DESCRIPTION /BACKGROUND

In the attached September 2021 staff report and corresponding council meeting, JJ outlined the recruitment and retention struggles the organization had been coping with for the better part of the year and recommended staff embark on a compensation study. The study is complete and the results of our analysis and proposed changes to the compensation structure are ready to be reviewed with the Council.

Compensation Study Process

1. Establish a Compensation Committee

Staff began the process by establishing a Compensation Study Committee that consisted of the City Manager, Department Heads, and HR Manager. The Finance Manager was added to the committee later in the process, and various division managers were engaged in certain tasks as well.

In the past we have had a 3rd party provider conduct a compensation study for the organization. Due to time constraints we needed to handle the work internally. However, no one department or division had the time to dedicate to this project alone. The committee approach was a very beneficial way to share the workload, but it also provided perspective and understanding of the process that is otherwise hard to achieve. Now, having gone through the exercise, the Department Heads will be better equipped to explain our compensation plan and strategies and to help their team members understand the nuances of the system moving forward.

The scope of the committee was to conduct both the internal and external analyses, analyze the City's resources—both current and future, formulate recommendations to present to the elected body, and assist with the ongoing process of drafting compensation policies, all while adhering to the understanding that a sound compensation plan should be all of the following:

- Affordable
- Sustainable
- Predictable/consistent
- Flexible
- Competitive

These sometimes competing tenets challenged the team at times, as did busy schedules, competing interests, communication gaps, and a myriad of other things that often distract us from important work. Nonetheless, the team carried out individual assignments and met at least weekly, to hammer through the details of the study to create a plan that we believe will allow us to attract and retain employees in this dynamic employment environment and meet our Policy Priority of “Maintaining a Highly Motivated and Well-Trained Workforce.”

2. Internal Analysis

The purpose of conducting an internal analysis is to create a ranking of positions, based on certain job characteristics, for compensatory purposes.

Job descriptions identify key characteristics for each unique position in the organization. Our “bank” of job descriptions had not been addressed for several years. Many of our job descriptions were outdated, irrelevant, inconsistent, missing new tasks and responsibilities, etc. Before we could assess points for the internal analysis, the job descriptions needed to be reviewed and updated to ensure accuracy for the next phase. With the help of division managers and the compensation committee members, we were able to review and update more than 125 job descriptions and whittle the list of relevant job descriptions down to just around 100.

With accurate job descriptions, we could then move to the “pointing” process. Job characteristics are assigned point values and point values change depending on the degree to which the position matches the job characteristic description. This process helps ensure that, within the organization, there is some consistency in how we compensate for certain jobs characteristics. These job characteristics, include things such as:

- Complexity of the job
- Judgement required
- Equipment, machines & tools used
- Leadership & supervisory responsibilities
- Educational requirements
- Experience & training requirements
- Work environment
- Physical requirements

C. Impact of Decisions & Consequences of Errors		
Degree	Definition	Points
Degree 1	Decisions have little to no impact outside the department and have minor, if any impact on the operation of the department. Errors are discovered quickly through routine checks or by software which flags errors or halts further input until error is corrected. Consequences of errors may involve a minor disruption or delay in tasks.	10
Degree 2	Decisions have substantial impact internally and some impact outside the department. Errors have impact within the internal operations of the department and are discovered in subsequent process steps. Consequence of errors are not typically felt outside the department.	20
Degree 3	Decisions have impact inside and outside the department. Errors would cause work delays or moderate disruption within the department and may be discovered by someone outside the department causing embarrassment. Errors can be easily rectified with minimal long-term effects.	30
Degree 4	Decisions are made on an administrative level and greatly affect the operation of the department and/or the overall direction of programs or services. Errors would cause major disruption inside and outside the department. Could have significant financial consequences, public embarrassment and significant loss of trust in the department's abilities. Consequence of errors may result in temporary closure of a program or operation and effects last a moderate length of time.	40
Degree 5	Decisions are made on an executive level and set the strategic direction for a department. Errors have long-reaching impacts which could cause serious disruption to services, program and/or major financial or legal consequences including legal liability and statutory/legislative violations.	50

Once all the positions have been pointed, they are ranked numerically. This ranking becomes the basis for building a grading structure which assigned different groups of jobs different compensation up and down the structure. This process is time consuming, but perhaps the most difficult part of this process is ensuring the ranking or “pointing” being done for the *position*, not for the incumbent of the position at the time of the exercise. This is an important distinction. This ranking is not a reflection of the value of our employees. It’s simply a way for us to objectively create a pay structure.

3. External Analysis

The purpose of an external analysis is to match our positions to similar positions outside the organization in our “market” to ensure our pay strategy (lead, lag, match the market) is being achieved.

Our “market” was determined to be public entities who met any of the following criteria (within reason):

- Similar budget size
- Similar employee counts
- Similar populations
- Special districts with similar targeted positions
- With proximity (Davis/Weber counties)
- Police agencies to whom we had recently lost officers
- Police agencies actively recruiting our officers

Most public entities in the state use the TechNet system to access pay data from across the state. The first step to using the system is to match our positions to other organizations in our market. Again, with the help of division managers, each job description was matched to a job description in the TechNet system. For each position we received a list of entities in our market who had a similar position with corresponding pay data. (See example below)

865		IT Manager											
Entity	Preferred Title	Hr/Yr	<=>	Flsa	Resp	#Rpts	Inc	Range			Actual		
								Min	Mid	Max	Low	High	Avg
BOX ELDER COUNTY	INFORMATION SYSTEMS DIRECTOR	2080	=	N	2	2	1	\$0	\$0	\$0	\$106,640	\$106,640	\$106,640
CENTRAL VALLEY WATER	INFORMATION SYSTEM DIRECTOR	2080	=	Y	2	2	1	\$0	\$0	\$0	\$89,867	\$89,867	\$89,867
LAYTON	INFORMATION SYSTEMS MANAGER	2080	<	Y	3	3	1	\$88,024	\$105,632	\$123,240	\$120,762	\$120,762	\$120,762
MURRAY	I.T. DIRECTOR	2080	=	Y	0	0	1	\$84,518	\$106,370	\$128,223	\$118,497	\$118,497	\$118,497
BOUNTIFUL	INFORMATION SYSTEMS DIRECTOR	2080	=	Y	3	3	1	\$77,226	\$98,506	\$119,786	\$117,437	\$117,437	\$117,437
BRIGHAM CITY	IT DIRECTOR	2080	=	N	2	2	1	\$91,641	\$107,812	\$123,984	\$106,785	\$106,785	\$106,785
MIDVALE	INFORMATION TECHNOLOGY MANAGER	2080	=	N	2	0	1	\$81,664	\$106,136	\$130,608	\$101,793	\$101,793	\$101,793
WEBER BASIN WATER	Information Services Division Manager	2080	=	Y	4	0	1	\$76,440	\$99,372	\$122,304	\$96,470	\$96,470	\$96,470
CLEARFIELD	INFORMATION SYSTEMS MGR	2080	=	Y	2	0	1	\$95,930	\$110,313	\$124,696	\$104,871	\$104,871	\$104,871
Average								\$88,364	\$110,741	\$133,119	\$109,455	\$117,255	\$113,355
Difference								\$7,566	(\$428)	(\$8,423)	(\$4,584)	(\$12,384)	(\$8,484)
Difference %								7.89%	-0.39%	-6.75%	-4.37%	-11.81%	-8.09%

The TechNet System is a great start, but the information we get **out** of the system is only as accurate as the information put **in** the system. There are data entry errors, position matching errors, and most recently data lag errors. For some high turnover, difficult to recruit positions, the data was entered into the system this past summer 2021 and was outdated immediately. For benchmarking purposes, it gave us a good perspective of where we stood, but it fell upon us to collect addition updated data from entities in some cases. In particular, the police department gathered new data on a weekly basis as other agencies approved increased to their compensation in public meetings. That information was then added to our data as we continued through our process.

We continued to collect and cull the data for each position and compiled it in the format shown below. This allowed us to start grouping positions based on not only their similar internal rankings now, but also based on external data similarities.

Comparison Title	Match Number	Current Position Ranges			Comparison Range Average			Current/Comparison Difference			Current Incumbents Actuals			Comparison Actuals			Current/Comparison Difference			PF Average
		Min	Mid	Max	Min	Mid	Max	Range Min	Range Mid	Range Max	Low	High	Average	Low	High	Avg	Low	High	Avg	
Park Maintenance Specialist I	1230	\$30,804	\$36,965	\$43,126	\$32,655	\$40,300	\$47,945	(\$1,851)	(\$3,335)	(\$4,819)	\$36,965	\$43,126	\$31,523	\$40,300	\$47,945	\$34,648	(\$3,335)	(\$4,819)	(\$3,125)	332.0
Records Technician I	2335	\$30,805	\$36,966	\$43,127	\$32,801	\$41,080	\$49,358	(\$1,996)	(\$4,114)	(\$6,231)	\$30,805	\$30,805	\$30,805	\$41,691	\$44,368	\$42,799	(\$10,886)	(\$13,563)	(\$11,994)	346.3
Dispatcher I	1650	\$33,961	\$40,754	\$47,546	\$38,256	\$47,412	\$56,568	(\$4,295)	(\$6,658)	(\$9,022)	\$34,985	\$34,985	\$34,985	\$37,017	\$41,170	\$38,724	(\$2,032)	(\$6,185)	(\$3,739)	354.0
Court Clerk I	1035	\$30,804	\$36,965	\$43,126	\$29,120	\$36,576	\$44,032	\$1,684	\$389	(\$906)	\$30,804	\$30,804	\$30,804	\$32,183	\$37,941	\$38,044	(\$1,379)	(\$7,137)	(\$7,240)	358.0
Facilities Maintenance Technician I	640	\$30,804	\$36,965	\$43,126	\$34,214	\$41,779	\$49,343	(\$3,410)	(\$4,814)	(\$6,217)	\$36,965	\$43,126	\$30,804	\$41,779	\$49,343	\$37,058	(\$4,814)	(\$6,217)	(\$6,254)	389.3

4. A New Compensation Plan- More Art than Science

The next step of the process requires bringing the internal analysis and the external analysis together to create a structure that achieves the organization's compensation goals and strategies. There is no perfect, one-size-fits-all method to creating a structure that will work. Achieving the right structure for our organization meant trusting the process and remaining focused on the objectives set forth at the beginning of the project. We believe the attached General Pay Plan and Step-In-Grade Plan achieve the following:

- Move job progression positions and other hard to fill positions to a Step in Grade Pay Plan
 - Reduces the number of positions
 - Simplifies recruiting and management of those certain positions
- Increases minimum pay range for those hard to recruit positions
- Provides predictability to employees
- Puts step progression (corresponding pay increase) in employee's hands
- General Pay Plan is simplified with fewer grades
- Grades and ranges match the market data collected
 - Minimum pay is a more competitive \$16.00/hour
 - Plans can be adjusted to meet market as needed

5. Pre-implementation

Up to this point in the process the team's work was focused on positions, not the incumbent of the positions. In the pre-implementation phase, we slotted the incumbents into the new grades to determine where proposed pay adjustments would be required. Pay adjustments were based on:

- Moving incumbents into the minimum of the grade
- Qualifications, certifications, etc. as determined by Steps
- Years of service (to a certain degree)
- Matching market data

At this point employees are tentatively slotted in their new grades for budgeting calculations and some slight movement is still expected.

6. Ongoing Work

There are some outstanding items still to be discussed related to compensation within the organization (e.g. shift differential, "paid time off" versus vacation and sick leave, etc.). The Department Heads plan to spend some time at our upcoming retreat to delve into some of those items. In addition, if the pay plan is approved, we will continue work on drafting new pay policies that will reflect the work over the last few months.

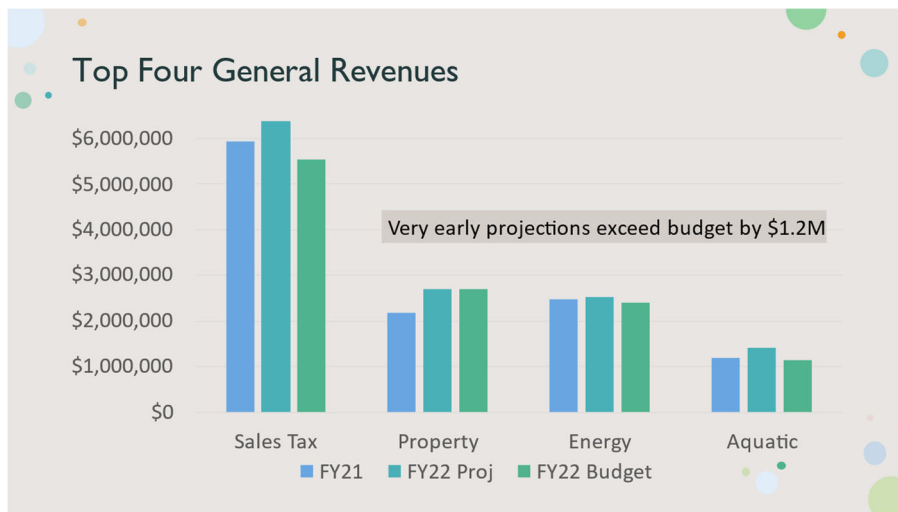
FISCAL IMPACT

Implementation Cost- The ongoing annual cost of implementation of this compensation study is \$1,472,480 including increased payroll taxes and URS benefits.

Public Safety \$517k
Comm Serv \$428k
General \$223k
PW & Utilities \$189k
Comm Dev \$114k

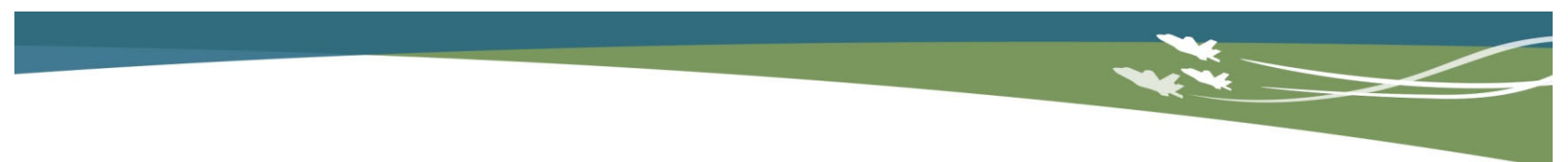
The adjustment to the FY22 budget for the remainder of the year would be half the annual cost.

How Do We Pay for Implementation- As Rich mentioned in work session on Tuesday, December 14th early projections indicate that growth in our top four general revenue sources are paced to exceed budget by \$1.2 million dollars.



Additionally, we discussed several other one-time sources that could be used to fund implementation:

- Building Permits
 - Budget - \$305k
 - Five months actual - \$254k
 - Could be as low as \$100k over budget or as high as \$800k over budget
- GO Bond Recapture - \$500k (currently “restricted” by internal policy, but if this source is used, it would be considered ongoing operational revenue)
- General Fund Reserves
 - FY22 Year-end available cash/fund balance 28%
 - Each 1% of balance is \$200k
- Sale of Library Land



HEDGEHOG ANALYSIS

The implementation of the compensation study scored between 19-21 on the Hedgehog Analysis tool. It shouldn't surprise anyone that an investment this substantial that would impact every department and every employee would score in the "high value" category.

CORRESPONDING POLICY PRIORITY (IES)

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

ALTERNATIVES

This really is the question of the day. What are our alternatives? We could do nothing right now. However, consider the following economic data:

- Utah's October 2021 unemployment rate was the second lowest in the nation at 2.2%, (lowest in the states recorded history) while the state's annual total employment increased by 5.4%, or 83,400 jobs. – [Zions Bank](#)
- Fewer than 7000 people in Utah are on unemployment according to [Workforce Services](#).
- Davis County's unemployment rate hit [1.3%](#) in October 2021.
- The annual inflation rate for the United States is [6.8%](#) for the 12 months ended November 2021 — the highest since June 1982.

When we started this process four months ago, I genuinely thought we were in an inflationary bubble created by an influx of COVID money infused into the system. I know it has been painful for some of our staff to see this process take so long, but I appreciate the perspective I've gained in that time. This is not a bubble; this is our new reality. We could ride the wave of record high inflation, unprecedented wage wars, record low unemployment numbers, and hope that our employees ride the wave with us. Is "doing nothing" really a viable solution? This may be a great part of our discussion on Tuesday!

SCHEDULE/TIME CONSTRAINTS

The organization's staffing resources are strained and delaying implementation could exacerbate an already difficult situation. However, if Council needs time to meet with staff to get additional information, we could make those arrangements quickly and provide some time to discuss the process and results.

LIST OF ATTACHMENTS

- Recruitment/Retention Staff Report September 14, 2021
- Proposed Updated General Pay Plan
- Proposed Step in Grade Pay Plan

NOTE:

Many of our employees have been eagerly following this process for the last few months and were interested in attending the work session to hear the discussion. Given our limited space we will be providing employees with this staff report and a Zoom link so they can follow along with the discussion if they so choose.



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: JJ Allen, City Manager
MEETING DATE: September 14, 2021
SUBJECT: Recruitment / Retention

RECOMMENDED ACTION

No action; discussion only.

DESCRIPTION / BACKGROUND

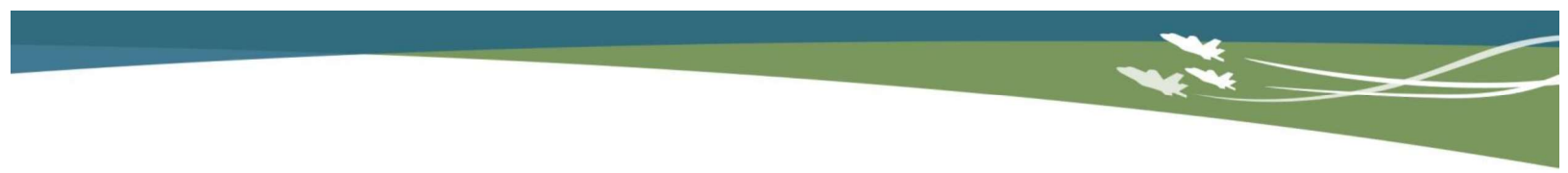
The purpose of this discussion with the Council is two-fold: a) to bring you up to speed on an issue that has been simmering for a while, but which now has come to a boil, and b) to receive your feedback on the direction laid out later in this section.

Stress levels with recruiting for our vacant positions and retaining our current employees have been steadily rising over the past several months. Practically every division in every department is understaffed, which results in existing employees carrying a heavier-than-normal load. Employee burnout is a serious concern. We can brag about Utah's great economy, but 2.6% unemployment isn't doing us any favors.

Of particularly urgent concern is law enforcement. This year we have had two officers retire, and two others have left Clearfield for positions at other agencies that pay more. These were not moves to higher ranks or for promotional opportunities—they were lateral moves for more pay. And we fear that's the tip of the iceberg.

The recent "wage war" for law enforcement began when Taylorsville decided to leave Unified PD and create their own department. The wages they set to fill out their police force created a vacuum that quickly pulled officers from Salt Lake City and other agencies. Those agencies responded in kind by adjusting their wage schedules, and the dominoes started falling. That impact is being felt keenly in Davis County. In recent weeks / months, Kaysville, Layton, and North Salt Lake have each implemented significant wage increases for their police officers, and others are preparing strategies to do so soon. Given that we already have four vacancies (one of which is "filled" with a cadet in the Academy, but who won't be ready for deployment for several months), Chief Bennett is worried sick that one more resignation could spell disaster. Should such happen, our level of service would take a significant hit.

But the Police Department is not alone. We have similar concerns in Public Works, Parks, Recreation, Customer Service, Inspections, Facilities, etc. After much deliberation, we've concluded that standing pat and trying to wait this situation out has more potential for problems than it does



solutions. In all likelihood, we would only end up further behind and in a worse position, as opposed to taking prompt action.

The approach we propose, and for which we seek the Council's input is as follows:

1. Embark immediately on a compensation study that will analyze all positions within the organization. This would be conducted internally (to expedite the project), guided by the expertise of Ricki, Branda and Summer and with extensive direct participation from the Department Heads. Theories and methodologies with which Ricki, Branda and Summer have previous experience can be brought to bear, and the Department Heads' involvement will allow them to fully understand how the model is constructed and why. Thus, they will be equipped to explain it to their respective staff. The target date for completion of this study would be November 1.
2. As a signal to our Police Department that we are working on a long-term plan to address the situation, we would allocate approximately \$100k for intermediate wage adjustments, effective as soon as HR / Finance can implement them. We are confident that the compensation study will find that additional increases are warranted, but this step will hopefully help our staff understand that we are not ignoring the problem; we just need a little more time to study it out and prepare a solid solution.

We welcome your feedback on this approach.

HEDGEHOG ANALYSIS

Whether to do anything in this situation, or what to do, is a difficult question to hedgehog. However, as we go through the study, and especially as we consider the sustainability implications, the hedgehog tool will undoubtedly be useful.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

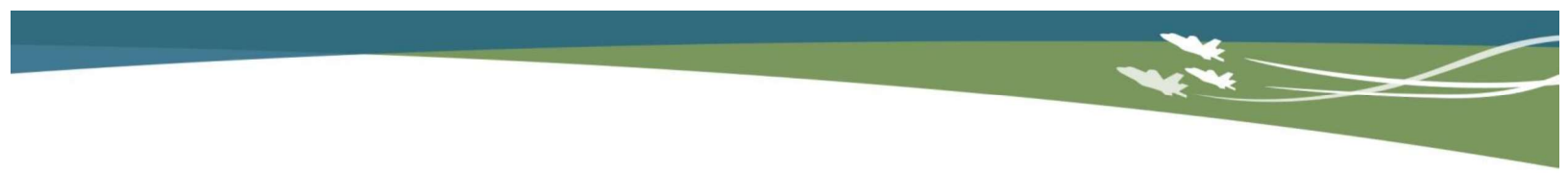
Providing Quality Municipal Services

Maintaining a Highly-Motivated and Well-Trained Workforce

FISCAL IMPACT

The outcomes of this process would necessitate amending the FY22 budget. To what extent, however, is not known at this point. Only once the compensation study is complete and we're able to structure an implementation plan will we know that number.

In the short-term, the \$100k for PD wages can be paid from savings from vacant positions, in combination with the positive operating revenue as laid out in the FY22 budget approval (which indicated \$88k "in the black").



The better question deals with long-term sustainability. While we don't have the answers at this point, it's safe to say that this will force some fairly uncomfortable decisions between needs and wants, and what we can cut (brush off the "hedgehog tool"). It may be prudent to be a little less conservative with our revenue projections, which consistently come in high. And/or perhaps we scale back on our level of capital investment, which has been significant over the past few years. All of these things will be taken into consideration and carefully evaluated.

ALTERNATIVES

In a situation like this, we can choose our own adventure.

- Do nothing (or wait until FY23). We just implemented a wage increase at the beginning of July. Now another one, so quickly?! Yes, doing nothing is an option. But it is a risky and stressful one, especially for the Police Department. All of our officers are quite aware of opportunities to leave and make more elsewhere, and some are being unabashedly courted by other agencies.
- Go big immediately to address the PD emergency. From his research, Chief Bennett has concluded that a 12% increase to our police wages would keep us competitive with other agencies in Davis County. While this may indeed be validated in our compensation study, it would cause significant organizational problems to take steps to address a need in one department (urgent as it may be) while seemingly ignoring the other departments. Moreover, we would like some time to come up with a strategy for sustainability.
- Comp study w/o intermediate PD wage increase. We could commence the compensation study without the "baby step" for PD. This is a viable option. Our thought was just that the approximately \$100k might serve to ease the tension temporarily, and would be a step toward the anticipated outcome.
- Comp study with intermediate PD wage increase. This is the alternative outlined above.

SCHEDULE / TIME CONSTRAINTS

This is an urgent issue, especially in the law enforcement arena. Other agencies in Salt Lake, Davis, and Weber Counties have recently adjusted their police wages, or are planning to do so soon. Doing nothing will likely be to the detriment of public safety service levels in Clearfield.

LIST OF ATTACHMENTS

- None

Clearfield General Pay Plan

Grade	Title	Min	Max
1	Communications Assistant	\$16.00	\$24.00
	Records Technician	\$16.00	\$24.00
2	Administrative Assistant	\$18.00	\$27.00
	Facilities Maintenance Technician	\$18.00	\$27.00
	IT Helpdesk	\$18.00	\$27.00
	Marketing Coordinator	\$18.00	\$27.00
3	Accounting Tech- Payroll	\$20.00	\$30.00
	Accounting Tech- Utilities	\$20.00	\$30.00
	Code Compliance Officer	\$20.00	\$30.00
	Legal Technician	\$20.00	\$30.00
4	Aquatics Coordinator	\$22.00	\$33.00
	Deputy Recorder	\$22.00	\$33.00
	Dispatch Shift Supervisor	\$22.00	\$33.00
	Evidence Technician	\$22.00	\$33.00
	Housing Advocate/CDBG Coordinator	\$22.00	\$33.00
	Planner	\$22.00	\$33.00
	Public Works Inspector	\$22.00	\$33.00
	Records Supervisor	\$22.00	\$33.00
5	Aquatics Supervisor	\$25.00	\$38.00
	Customer Service Supervisor	\$25.00	\$38.00
	Fitness Supervisor	\$25.00	\$38.00
	Program Supervisor- Rec/Arts	\$25.00	\$38.00
	Public Works Foreman	\$25.00	\$38.00
	Staff Engineer	\$25.00	\$38.00
	Victim Program Services Coordinator	\$25.00	\$38.00
6	Accountant/Budget Analyst	\$28.00	\$42.00
	Accountant- Senior	\$28.00	\$42.00
	Court Supervisor	\$28.00	\$42.00
	HR Generalist	\$28.00	\$42.00
	IT Support	\$28.00	\$42.00
7	Customer Service Center Manager	\$31.00	\$47.00
	Dispatch Manager	\$31.00	\$47.00
8	Communications Manager	\$35.00	\$52.00
	City Recorder	\$35.00	\$52.00
	Facilities Manager	\$35.00	\$52.00
	Recreation Manager	\$35.00	\$52.00
	Street Super	\$35.00	\$52.00
	Parks Manager	\$35.00	\$52.00
9	CAFC Manager	\$37.00	\$55.00
	HR Manager	\$37.00	\$55.00
	Planner- Senior	\$37.00	\$55.00
	Sergeant	\$37.00	\$55.00
	Utilities Super	\$37.00	\$55.00
10		\$40.00	\$60.00
11	Assistant City Attorney	\$43.00	\$63.00
	Lieutenant	\$43.00	\$63.00
12	Finance Manager	\$47.00	\$65.00
	IT Manager	\$47.00	\$65.00
13	Assist Chief	\$51.00	\$67.00
	Deputy Director CSD	\$51.00	\$67.00
	Deputy Director PW	\$51.00	\$67.00
14	Community Development Director	\$56.00	\$74.00
	Community Services Director	\$56.00	\$74.00
	Public Works Director	\$56.00	\$74.00
	Police Chief	\$56.00	\$74.00
15	Assistant City Manager	\$59.00	\$78.00
	City Attorney	\$59.00	\$78.00
16	City Manager	\$64.00	\$84.00

Clearfield Step in Grade Pay Plan																				
Grade	New Title	Current Title	Department		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11					
1					\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00					
	Center Support	Building Monitor	Community Development																	
		Concessions Worker	Community Services																	
		Concessions Coordinator	Community Services																	
		Customer Service Specialist I	Community Services																	
		Customer Service Specialist II	Community Services																	
		Membership Specialist	Community Services																	
	Childcare Support	Daycare Assistant I	Community Services																	
		Daycare Assistant II	Community Services																	
		Assistant Preschool Teacher	Community Services																	
	Aquatic Safety Support	Lifeguard	Community Services																	
		Head Lifeguard	Community Services																	
		Aquatic Program Specialist	Community Services																	
	Recreation Support	Program Assistant I	Community Services																	
		Program Assistant II (Rec)	Community Services																	
		Program Specialist (Rec)	Community Services																	
		Program Coordinator	Community Services																	
2						\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00	\$23.00	\$24.00		\$25.00			
	Crossing Guard	Crossing Guard	Public Safety																	
	Aquatic Program Support	Swim Instructor I	Community Services																	
		Swim Instructor II	Community Services																	
		Swim Instructor III	Community Services																	
	Assistant Swim Team Coach	Assistant Swim Team Coach	Community Services																	
	Preschool Teacher	Preschool Teacher	Community Services																	
	Fitness Instruction	Fitness Instructor I	Community Services																	
		Fitness Instructor II	Community Services																	
		Fitness Instructor III	Community Services																	
		Fitness Instructor IV	Community Services																	
3					\$15.50	\$16.20	\$16.90	\$17.60	\$18.30	\$19.00	\$19.70	\$20.40	\$21.10	\$21.80	\$22.50					
	Court Clerk	Court Clerk (I and II)																		
4					\$16.00	\$16.70	\$17.40	\$18.10	\$18.80	\$19.50	\$20.20	\$20.90	\$21.60	\$22.30	\$23.00					
	CSC Rep	Customer Service Center Representative (I,II,III)																		
5					\$16.50	\$18.00	\$19.50	\$21.00	\$22.50	\$24.00	\$25.50	\$27.00	\$28.50	\$30.00	\$31.50					
	Park Maintenance Specialist	Park Maintenance Specialist (I,II,III)																		
	Utility Maintenance Specialist	Utility Maintenance Specialist (I,II,III,IV)																		
6					\$17.00	\$18.70	\$20.40	\$22.10	\$23.80	\$25.50	\$27.20	\$28.90	\$30.60	\$32.30	\$34.00					
	Mechanic (A,J,M)	Mechanic (A,J,M)																		
7					\$17.50	\$18.40	\$19.30	\$20.20	\$21.10	\$22.00	\$22.90	\$23.80	\$24.70	\$25.60	\$26.50					
8					\$18.00	\$19.05	\$20.10													