CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
January 11, 2022 – POLICY SESSION

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

Multipurpose Room
55 South State Street
Second Floor
Clearfield, Utah

Public Participation – Join Work and Policy Sessions Zoom Meeting
https://us02web.zoom.us/j/89336289739

Meeting ID: 893 3628 9739

6:00 P.M. WORK SESSION

Discussion on the City's 2021 Compensation Study

Discussion on the Implementation of a Public Safety Wellness Program

Discussion on Amendment No. 7 to the Interlocal Agreement with Davis County for Animal Services

Discussion on the Villa Drive Survey Regarding Parking and Traffic

Discussion on the Final Subdivision Plat for the Ball Fields Subdivision
Located at Approximately 951 West 300 North

Discussion on Budget Amendments for the Fiscal Year 2022

Monthly Department Updates

*****ADJOURN AS THE CITY COUNCIL AND IMMEDIATELY RECONVENE AS THE CDRA IN A WORK SESSION*****

CDRA WORK SESSION

Discussion on CDRA Budget Amendments for the Fiscal Year 2022

*****ADJOURN AS THE CDRA*****

(Any item not fully addressed prior to the Policy Session will be addressed in a Work Session immediately following the Policy Session)

City Council Chambers
55 South State Street
Third Floor
Clearfield, Utah

7:00 P.M. POLICY SESSION

CALL TO ORDER: Mayor Shepherd
OPENING CEREMONY: Mayor Shepherd
APPROVAL OF MINUTES: December 14, 2021 – Work Session

PRESENTATION:

1. PRESENTATION OF THE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING JUNE 30, 2021

   BACKGROUND: Heather Christopherson of Ulrich and Associates, P.C. will be present to review Clearfield City's Annual Financial Report for the fiscal year ending June 30, 2021 and to address any questions Mayor Shepherd and the City Council may have concerning the report.

PUBLIC HEARINGS:

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON REQUESTED AMENDMENTS TO THE CLEARFIELD JUNCTION DEVELOPMENT AGREEMENT FOR THE PROPERTIES LOCATED AT APPROXIMATELY 101,69, 49, 19 NORTH MAIN STREET (TIN: 12-930-0001, 12-930-0002, 12-930-0004, & 12-930-0005)

   BACKGROUND: In 2018, the City and CDRA approved the Clearfield Junction Development Agreement and First Addendum. The applicant has requested additional amendments which would be part of a second addendum to help bring items that are currently out of compliance into compliance and increase the outside amenities by incorporating gathering spaces into the existing buildings. Because the amendments are related to the site plan process, it necessitates a public hearing and consideration by both the Planning Commission and City Council. The Planning Commission reviewed the requested amendments at its meeting on December 1, 2021 and recommended approval. The City Council reviewed the amendments during its work session on December 14, 2021.

   RECOMMENDATION: Receive public comment.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST TO REZONE THE PROPERTIES LOCATED AT APPROXIMATELY 564 SOUTH 800 EAST (TINS: 12-018-0005, 12-018-0006, 12-018-0007, AND 12-004-0172) FROM R-1-8 (RESIDENTIAL) TO R-1-6 (RESIDENTIAL)

   BACKGROUND: The applicant is requesting a rezone of the properties located at approximately 564 South 800 East from R-1-8 (Residential) to R-1-6 (Residential) for the development of a single-family subdivision. The Planning Commission reviewed the request at its meeting on December 1, 2021 and forwarded a recommendation of approval.

   RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

4. OPEN COMMENT PERIOD

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comment will be limited to three minutes per person. Participants are to state their names for the record. Comments, which cannot be made within these limits, should be submitted in writing to the City Recorder at nancy.dean@clearfieldcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

5. CONSIDER APPROVAL OF ORDINANCE 2022-01 APPROVING THE SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT WITH THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AND CLEARFIELD JUNCTION, LLC FOR THE CLEARFIELD JUNCTION PROJECT

RECOMMENDATION: After careful consideration of the information presented, the Clearfield City Council moves to:

1. Approve Ordinance 2022-01 approving the second addendum to the Clearfield Junction Development Agreement and authorize the Mayor's signature to any necessary documents.
2. Deny Ordinance 2022-01 approving the second addendum to the Clearfield Junction Development Agreement.
3. Table consideration of Ordinance 2022-01 approving the second addendum to the Clearfield Junction Development Agreement and request additional time to consider the proposal.

6. CONSIDER APPROVAL OF ORDINANCE 2022-02 REZONING THE PROPERTIES LOCATED AT APPROXIMATELY 564 SOUTH 800 EAST (TINS: 12-018-0005, 12-018-0006, 12-018-0007, AND 12-004-0172) FROM R-1-8 (RESIDENTIAL) TO R-1-6 (RESIDENTIAL)

RECOMMENDATION: Approve Ordinance 2022-02 rezoning the properties located at approximately 564 South 800 East (TINs: 12-018-0005, 12-018-0006, 12-018-0007, and 12-004-0172) from R-1-8 (Residential) to R-1-6 (Residential) and authorize the Mayor's signature to any necessary documents.

7. MAYORAL APPOINTMENTS

BACKGROUND: Following each election the mayor reviews Council appointments and responsibilities. The membership of the Council remains the same as 2021; however, Mayor Shepherd desires to adjust some assignments on boards and commissions as well as appoint the Mayor Pro Tem for the 2022 calendar year. He is recommending that Councilmember Tim Roper serve as the Mayor Pro Tem for the 2022 calendar year with the Council's advice and consent.

RECOMMENDATION: Approve and Consent to the Mayor's appointment of Councilmember Tim Roper as the Mayor Pro Tem for the calendar year 2022 and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF RESOLUTION 2022R-01 REAPPOINTING KARECE THOMPSON AS CLEARFIELD CITY'S REPRESENTATIVE ON THE MOSQUITO ABATEMENT DISTRICT – DAVIS COUNTY BOARD

BACKGROUND: Clearfield City is a member of the Mosquito Abatement District – Davis County Board. Councilmember Karece Thompson has been serving as the City's representative on the Board; however, the term expired December 31, 2021. Mayor Shepherd desires to have Council Member Thompson reappointed as the City's representative to serve another term on the Mosquito Abatement District – Davis County Board.

RECOMMENDATION: Approve Resolution 2022R-01 reappointing Councilmember Karece Thompson as Clearfield City's representative on the Mosquito Abatement District – Davis County Board and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF RESOLUTION 2022R-02 APPOINTING TIM ROPER AS CLEARFIELD CITY'S REPRESENTATIVE ON THE ADMINISTRATIVE CONTROL BOARD FOR WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

BACKGROUND: Clearfield City is a member of the Wasatch Integrated Waste Management District. Each member city of the District appoints one member to the Administrative Control Board. Mayor Shepherd recommends appointing Councilmember Tim Roper as the City's representative on the Board.

RECOMMENDATION: Approve Resolution 2022R-02 appointing Councilmember Tim Roper as Clearfield City's representative on the Administrative Control Board of Wasatch Integrated Waste Management District and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF RESOLUTION 2022R-03 MAKING APPOINTMENTS TO THE NORTH DAVIS FIRE DISTRICT'S ADMINISTRATIVE BOARD OF TRUSTEES

BACKGROUND: Clearfield City is a member of the North Davis Fire District. Each member city of the District appoints three members to serve on the District's Administrative Board of Trustees with staggering terms. Clearfield had two terms recently expire on December 31, 2021. Mayor Shepherd is recommending he be reappointed and Councilmember Phipps be appointed to the North Davis Fire District Administrative Board of Trustees.

RECOMMENDATION: Approve Resolution 2022R-03 reappointing Mayor Shepherd and appointing Councilmember Phipps to the North Davis Fire District's Administrative Board of Trustees and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:
Mayor's Report
City Councils' Reports
City Manager's Report
Staffs' Reports

ADJOURN AS THE CITY COUNCIL AND RECONVENE AS THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA)

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AGENDA

SCHEDULED ITEMS:

1. ELECT THE CHAIR AND VICE-CHAIR FOR THE CLEARFIELD DEVELOPMENT AND RENEWAL AGENCY (CDRA)

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

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

2. CONSIDER APPROVAL OF THE MINUTES FROM THE OCTOBER 26, 2021 POLICY SESSION AND DECEMBER 14, 2021 WORK SESSION

3. CONSIDER APPROVAL OF THE SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT WITH CLEARFIELD CITY AND CLEARFIELD JUNCTION, LLC FOR THE CLEARFIELD JUNCTION PROJECT LOCATED AT APPROXIMATELY 101, 69, 49, AND 19 NORTH MAIN

   BACKGROUND: In 2018 a Development Agreement between the CDRA, Clearfield City, and Clearfield Junction LLC was approved which outlined the applicant's duties for development of the Clearfield Junction project. In October of 2018, the Board approved an addendum to the agreement that outlined several modifications to the development standards. The second addendum proposes additional changes which are more specifically identified as items related to the site plan approval requiring the Planning Commission and City Council's approval. The Planning Commission reviewed the proposed changes during its meeting on December 1, 2021 and recommended approval. The Council will consider the changes during its meeting on January 11, 2022, prior to the CDRA's consideration.

   RECOMMENDATION: Approve the Second Addendum to the Development Agreement with Clearfield City and Clearfield Junction, LLC for the Clearfield Junction project and authorize the Chair's signature to any necessary documents.

4. CONSIDER APPROVAL OF THE FIRST AMENDMENTS TO THE PURCHASE AND SALE AGREEMENT AND LIBRARY LEASE AGREEMENT WITH DAVIS COUNTY

   BACKGROUND: In 2018 the CDRA entered into two agreements with Davis County regarding the property located at 562 South 1000 East formerly known as the North Davis Branch Library. The Board discussed whether the CDRA should maintain ownership of the 'old library' site or consider offers from interested buyers during its meeting on February 23, 2021. The Board expressed interest in exploring options of selling the property. Nations for Christ Church submitted a formal offer to purchase the property and it is currently under contract, contingent on

formal approval of the Board and the formal amendments to the agreements with Davis County releasing the County from its legal obligation to demolish the building and update the terms of the lease.

RECOMMENDATION: Approve the First Amendments to the Purchase and Sale Agreement and Library Lease Agreement with Davis County and authorize the Chair's signature to any necessary documents.

*****ADJOURN AS THE CDRA*****

Dated this 6th day of January, 2022.

/s/Wendy Page, Deputy City Recorder

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

STAFF REPORT

To: Mayor Shepherd and City Council Members

From: Summer Palmer, Assistant City Manager

Meeting Date: January 11, 2022

Subject: Budget Amendment Item - Compensation Study Implementation

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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

Staff presented the results of the Compensation Study in the council work session on December 21, 2021. During the meeting, Council gave staff a "head-nod" to implement the Public Safety portion of the Compensation Study and expressed interest in taking some time to gather some additional data on long term financing of the Compensation Study organization wide.

Subsequently, staff sent follow-up emails containing addition financial data requested by Council.

FISCAL IMPACT

Implementation Cost- The annual cost to implement this compensation study is $1,472,480 (which includes increased payroll taxes and URS benefits). The breakdown of these costs by department is as follows:

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.

CORRESPONDING POLICY PRIORITY (IES)

Providing Quality Municipal Services

Maintaining a Highly Motivated and Well-Trained Workforce

ALTERNATIVES

Council could choose to wait to implement the plan. Council could also choose to implement something different than the results as presented. Either of the alternatives will have significant repercussions on the organization's ability to recruit and retain employees and consequently service levels for residents will be impacted.

SCHEDULE/TIME CONSTRAINTS

Council will see the implementation expense on the list of budget amendments for formal approval on January 25, 2022. The organization currently has several open positions. Council's tentative approval of the implementation, if given on January 11, would allow staff to move forward with those recruitments at the proposed marketable hiring rates. In addition, implementation is a time intensive endeavor. Tentative approval would also allow staff to start preparing and making changes in the payroll system necessary for implementation. However, if Council is not ready to commit funds at this time, staff will add this item to the Council's future agendas for further discussion.

LIST OF ATTACHMENTS

- None (but refer to the emails from JJ dated December 29 and December 30)

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Chief Kelly Bennett

MEETING DATE: January 11, 2022

SUBJECT: Previdence Corporation – Public Safety Wellness Program

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RECOMMENDED ACTION

Approve the implementation of the Previdence Corporation Public Safety Wellness Program. If approved, the yearly contract amount will be included in the FY22 budget amendments.

DESCRIPTION / BACKGROUND

Public Safety employee wellness is more important than ever. A recent article published in the Utah Peace Officer magazine included statistics published in the National Library of Medicine. There is an increase in officers contemplating suicide and carrying out the act of suicide. According to the study, "12 percent of police officers said it was quite likely or very likely that they would attempt suicide one day." It is likely, that post-traumatic stress incidents contribute to suicide and the overall mental health wellness of public safety employees. Mental health wellness affects individual employees as well as family members and friends of those employees. The employees of the Clearfield Police Department are affected by post-traumatic stress incidents as well as other factors that are associated with being a police officer, dispatcher, or civilian employee.

As the Clearfield Police Chief, I have made employee wellness a high priority. Recently, the Clearfield Police Department Peer Support Team was created. Six employees (officers and dispatchers) received training relevant to peer support and how to interact with other employees during crisis. A policy was drafted to provide guidance to the team. The peer support team meets regularly to discuss employee wellness and plan activities that help employees better interact as a team. I believe the next implementation of this policy is the mandatory participation in an employee mental health screening. The Previdence Corporation provides mental wellness screenings that identifies high-risk categories for negative behaviors. Such areas include, alcohol and drug abuse, sleep deprivation, depression, marital problems, and contemplation of suicide. Each employee will be mandated to take the on-line assessment and if applicable, offered follow-up visits with a trauma informed therapist. The mental health screening is completely confidential; however, the police administration will receive reports relevant to the categories that have been identified as high-risk. The police administration and human resource manager have researched other mental health wellness programs and we believe this

program will meet the needs of the employees as well as provide results that will save lives and help employees cope with post-traumatic stress incidents.

The wellness program will include department training, meetings with our current peer support team, and department members conducting bi-annual wellness assessments. The employees will never incur costs associated with the wellness program. The employee deductible is covered by Previdence; however, additional therapy sessions may be sent to the employee's insurance.

The department has seen an increase in the need for mental wellness. In the past, public safety employees did not respond well to wellness programs since there was a "tuff guy" mentality associated with law enforcement. More now than ever, I believe it is time to realize employees need to discuss their feelings associated with traumatic incidents and the numerous emotions that are associated with responding to a variety of high priority calls dealing with death, trauma, violence, and societal ills. Recently, I have made it a priority to reach out to the employees when there is a critical incident. I have been amazed just how much the employees are affected and how they need additional follow-up related to post-traumatic stress incidents.

HEDGEHOG ANALYSIS

The Hedgehog Analysis was conducted, and the program received a score of 22.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Adopting this program contributes to the goal of **Maintaining a Highly Motivated and Well-Trained Workforce.**

FISCAL IMPACT

This program was not included in the FY22 budget and there will be a reoccurring annual cost. The annual cost is $12,095.65. However, there may be additional costs associated with emergency callouts of a therapist. The department will still utilize the Utah Critical Incident Stress Debriefing Team which is a free service. This team responds and conducts a briefing with everyone involved in a critical incident.

ALTERNATIVES

There are similar services; however, we believe Previdence meets our organization's needs. The department will continue to promote the Peer Support Team; however, Previdence is an additional mental health service with trauma informed therapists and assessments that have proven to be effective with public safety employees.

SCHEDULE / TIME CONSTRAINTS

The department would like to implement this program as soon as possible.

LIST OF ATTACHMENTS

Hedgehog Assessment Tool and Evaluation Worksheet

Clearfield Hedgehog Prioritization Tool

Criteria	High Value (3)	Mid Value (2)	Low Value (1)
1. Who benefits (how many)	The general public—all who live, work or play in Clearfield—benefit from this. For internal—all employees.	Many do benefit, while many do not.	Very few individuals or households (or employees, for internal) benefit.
2. Effectiveness	Objectives are defined and outcomes measured; this accomplishes the intended purpose.	Objectives are defined and outcomes measured only loosely, if at all. Even so, anecdotal / circumstantial evidence suggests at least moderate effectiveness.	No clear objectives or measured outcomes, and/or anecdotal / circumstantial evidence suggests ineffectiveness.
3. Tradition, rituals, and sacred cows	This is widely regarded as part of the fabric and identity of the community (or organization, for internal).	A segment of the community (or organization, for internal) is closely connected with this (sentimental attachment), but not a majority.	Few, if any, would consider this essential to Clearfield's identity (community or organization).
4. Cost vs benefit (return on investment)	Can quantify a high ROI; low cost to relatively high benefit.	Difficult to quantify, but subjectively a respectable ROI.	A low benefit for the cost; poor ROI.
5. Exposure mitigation or avoidance	This activity is fiscally prudent and minimizes or mitigates exposure, in terms of indirect cost or other risk.	Some consideration for avoiding or mitigating exposure; or the activity doesn't involve exposure.	This activity is not fiscally prudent and/or exposes the City to significant indirect cost or other risk.
6. Sustainability	• Sustainable financially; or • MUST be sustained (essential); or • Long-term impact is defined and there is commitment to prioritize over other items	Questionable whether it can or should be sustained over time.	Unlikely to be sustainable; or low willingness to sustain over time (not essential).
7. Need vs want	This helps to meet a compelling need of the community or organization.	While not a compelling need, this is desirable on a broad basis and a worthy use of discretionary resources.	Clearly not a need, and desirable only on a limited basis.
8. Absence test	If discontinued, there would be no reasonable substitute, nor could it be provided by another party.	A reasonable substitute is available, or others may be able to provide this, but with some disadvantage to the beneficiary.	This can easily be provided by others, or a logical substitute is available, with little disadvantage to the beneficiary.
Total =_____	**18-24 = High Value (emphasize investment)**	**13-17 = Mid Value (likely to keep)**	**<13 = Low Value (carefully scrutinize)**
Program Evaluator:	Program Evaluated:		Date:

*Actual vs. Potential – Except for new proposals, grade items based on actual data, not potential. For example, if a program actually benefits few, but has the potential to benefit many, it should be scored with a 1, not a 2. Consistently considering actual performance will allow for more accurate evaluation.

Hedgehog Evaluation Background Worksheet	
Item to be Rated:	Previdence Wellness Program
Background / Description:	Refer to Staff Report
Objective(s):	Implement a mandatory mental health wellness assessment for employees. Implement mental health wellness policy.
Cost	
One-time / Up-front:	
Annual:	
Funding Source	
One-time / Up-front:	
Annual:	
Return	
Describe the return on investment (type, quantity, timeframe, etc.):	Employee mental health wellness and continued treatment.
Other Considerations	
Are the beneficiaries a demographic explicitly emphasized by City policy?	Clearfield PD Policy
Description of risk or safety factors:	
What alternatives are available?	We have researched other programs and we believe this is the best fit for the organization.

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: JJ Allen, City Manager

MEETING DATE: January 11, 2022 (work session); January 25 (policy session)

SUBJECT: Animal Care contract – Amendment #7

RECOMMENDED ACTION

January 11 Work Session – discussion only.

January 25 Policy Session – Approve Amendment #7 to the Interlocal Cooperation Agreement for Animal Services with Davis County, and authorize the Mayor's signature to any necessary documents.

DESCRIPTION / BACKGROUND

The original Agreement for Animal Services was entered into in 2016, and establishes that the City will share in the cost of the service. The current funding structure is based on Davis County paying for 50% of the costs, with the cities covering the other 50% on a pro-rated basis calculated from each city's usage rate. Each year, the usage rate is recalculated, as are the budgeted expenditures and non-city revenues, in order to identify each city's financial obligation, which is the purpose of the annual amendment to the Agreement. Clearfield's current usage rate is 12.48% of the total billable calls, making our Calendar Year 2022 obligations $175,480.03 for operations (service calls) and $7,013.76 for capital projects.

In the near future (hopefully 2023), the County intends to adopt a property tax levy dedicated to Animal Services. Doing so would eliminate the need for the County to have separate agreements with each municipality, and the cities would no longer have an annual financial obligation to support the service. However, the requirement of the enabling legislation is that the cities will each need to reduce their property tax rate by an offsetting amount. All parties are anxious for this shift to be implemented.

HEDGEHOG ANALYSIS

As we have a contractual obligation to pay our share of the cost of Animal Services, this Amendment was not "hedgehogged."

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing Quality Municipal Services

FISCAL IMPACT

The FY22 budget includes $148,300 for operations and $6,900 for capital projects. It also includes $600 for nuisance wildlife, which is a service no longer provided (or billed) by Animal Care of Davis County. The combined total budget is about $26,700 short of the newly calculated amount, so this is another item that will require a budget amendment.

It is typical for us to have under-budgeted for Animal Services, because the amount charged to us depends on the County's budget process, which occurs six months later than ours. So we traditionally budget based on the previous year's invoice, which is inevitably lower than the next year's calculations. As Ashleigh Young (Animal Care Director) describes in her cover letter (attached), the increase is driven largely by two things—wage pressures and a feasibility study. That said, the day will soon come when the cost of Animal Services is no longer a factor in the City's finances, as it will be wholly funded at the County level.

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

This Amendment covers Calendar Year 2022, and the County is requesting that we provide our signed copies no later than January 28.

LIST OF ATTACHMENTS

- Amendment No. 7 to Interlocal Cooperation Agreement for Animal Services
- Cover letter from Ashleigh Young, Director of Animal Care of Davis County

AMENDMENT NO. 07 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 07 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 07") is made and entered into as of January 1, 2022, by and between Davis County, a political subdivision of the state of Utah (the "County"), and Clearfield City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein.

RECITALS

This Amendment No. 07 is made and entered into by and between the Parties based, in part, upon the following recitals:

A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-284 (the "Agreement"); and

B. The Parties, through this Amendment No. 07, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 07, the Parties do hereby agree as follows:

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

EXHIBIT A

The City's 2022 calendar year obligation to the County for service calls, excluding calls for wild nuisance, animal pick up and/or euthanization:

Title/Category	Subtitle/Subcategory	Amount
Budgeted 2022 Expenditures by Davis County for Animal Care and Control:	Personnel: Operating: Capital Equipment: Allocations: Total Expenditures:	$2,359,650.00 $535,949.00 $302,843.00 $176,349.88 $3,374,792.00
Projected 2022 Revenues of Davis County Animal Care and Control:	Licenses: Shelter Fees: Adoptions: Budget Adjustment: Donations: Total Revenues:	$202,216.00 $135,311.00 $78,000.00 $129,000 $18,085.00 $562,612.00
Projected 2022 Expenditures Less Projected 2021 Revenues:		**2,812,180**
Combined Cities' 50% Obligation:		**1,406,090**
Average of the City's Total Billable Calls for 2020 and 2021:		1081
Average of Combined Cities' Total Billable Calls for 2020 and 2021:		8662
The City's 2021 Usage Rate:		**12.48%**
The City's 2022 Calendar Year Obligation to the County:		$175,480,.03

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

The City's 2022 calendar year obligation to the County for the capital projects fund regarding the Shelter:

Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	$281,000.00
2022 Obligation of the Combined Cities:	$56,200.00
The City's 2021 Usage Rate:	12.48%
The City's 2021 Calendar Year Obligation to the County:	$7,013.76

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

1. **Discontinuation of Wildlife Services.** Wildlife services were discontinued July 1st, 2020 and any fees associated with this service have been removed from the contract.
2. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement Capital Projects Fund Regarding the Shelter, this Amendment No. 07 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2022. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
    a. The combined cities' annual calendar year obligation for 2022 to the capital projects fund regarding the shelter as referenced in Exhibit A above will be $56,200. The City's specific portion of the Combined Cities obligation, shall be the average of the City's calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the combines cities' calls for animal care and control services for the two calendar years immediately prior ("usage rate") multiplied by the combined cities calendar year obligation.

3. **Term of Agreements** In reference to Section 10 of the Agreement *Term of agreement,* this Amendment No. 07 shall, subject to the termination and other provisions set forth therein, terminate on December 31,2022 at 11:59 p.m. (the "Term"). The parties may, by written amendment to this Agreement, extend the Term of this Agreement.
4. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 07, the terms and conditions of the Agreement shall remain in full force and effect.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 07 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	CLEARFIELD CITY
By:_____ Chair, Board of Davis County Commissioners Date:_____	By:_____ Mayor Date:_____
ATTEST: _____ Davis County Clerk/Auditor Date:_____	ATTEST: _____ City Recorder Date:_____
APPROVED AS TO FORM: _____ Davis County Attorney's Office Date:_____	APPROVED AS TO FORM: _____ City Attorney Date:_____

Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

To: JJ Allen

From: Ashleigh Young

Date: 13 December 2021

Re: Amendment #7 to Interlocal Cooperation Agreement for Animal Services

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Mr. Allen,

Attached you will find Amendment #7 to Interlocal Cooperation Agreement for Animal Services provided to the city of Clearfield. As discussed in our last meeting, this amendment is intended to guide us through 2022, as we move towards a tax levy to be used to fund animal care in 2023. There are three specific areas of this amendment that are important to review and understand. They are the overall budget, wildlife services, and the capital projects fund.

Overall Budget:

We saw a slight increase in our annual expenses, as has been the case every year. This year's increase is 7% vs. 11.5% in 2021. Animal Care did not add any new positions to our team in this upcoming budget year, but due to the current state of the labor market, wages have gone up significantly over 2021. This is where the majority of the increase can be found. We are seeing a decrease in medication and operating supplies in 2021 due to heighten management in these two areas.

Our building improvements line item is significantly higher this year due to engaging in a 9 month long feasibility study with Citygate Associates, LLC in preparation for building a new animal care facility in the coming years. This feasibility study comes at a cost of $189,525. This cost is being split between all the cities and the county 50/50 as discussed in the last meeting.

Wildlife Services:

Wildlife services has been completely removed from Amendment #7 to the Interlocal Cooperation Agreement for Animal Services.

Capital Projects Fund:

We are actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past.

Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

This fund will help us with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

Obviously, we will be prudent knowing that the intent is to move to a new building in the near future. However, it is also sensible to ensure the aged facility is still able to properly house animals, provide a safe work environment for our employees, and safely and effectively serve our citizens and their pets.

In addition to the electronic version of this letter and contract amendment, we will be sending the original documents to you via U.S. Mail. Please use those original documents for the official signatures and return them to us in the stamped manila envelope provided *by* ***January 28, 2022***.

Once received we will get the necessary signatures of our county officials and forward a copy to you for your records. We appreciate any efforts made to expedite the review and signature process, and will do our part to turn around any contracts we receive prior to January 28. If you have any questions or concerns, please do not hesitate to contact me. Again, thank you for the opportunity to provide professional animal care and control services to the citizens of your city.

Sincerely,

Ashleigh Young

Director

Animal Care of Davis County

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Shaundra Rushton, Communications Manager

MEETING DATE: January 11, 2022

SUBJECT: Villa Drive Survey

RECOMMENDED ACTION

No action is required at this time. Survey results are being presented for discussion.

DESCRIPTION / BACKGROUND

Villa Drive residents attended a city council meeting in 2021 to discuss concerns about the Villa Drive roadway and ask city council to address them.

Some of the specific concerns the residents mentioned were:

- Emergency Services Access (Fire/EMS, Police)
- Narrow Road
- Visibility
- Parking

A 12-question survey was distributed to all households on Villa Drive on Tues., Nov. 30, via a flyer with a QR code dropped off at each house. The survey's purpose was to identify the safety concerns of residents and their preferred solutions.

CORRESPONDING POLICY PRIORITY (IES)

Providing quality municipal services

HEDGEHOG ANALYSIS

Not applicable

FISCAL IMPACT

Participants were offered the chance to win a $50 gift card for participating if they entered their email address. The winner will be randomly selected from the list of email addresses.

ALTERNATIVES

Not applicable

SCHEDULE / TIME CONSTRAINTS

The survey was distributed to all 67 households on Villa Drive on Tues., Nov. 30, at 10 a.m. and was open for six days.

LIST OF ATTACHMENTS

PowerPoint Presentation

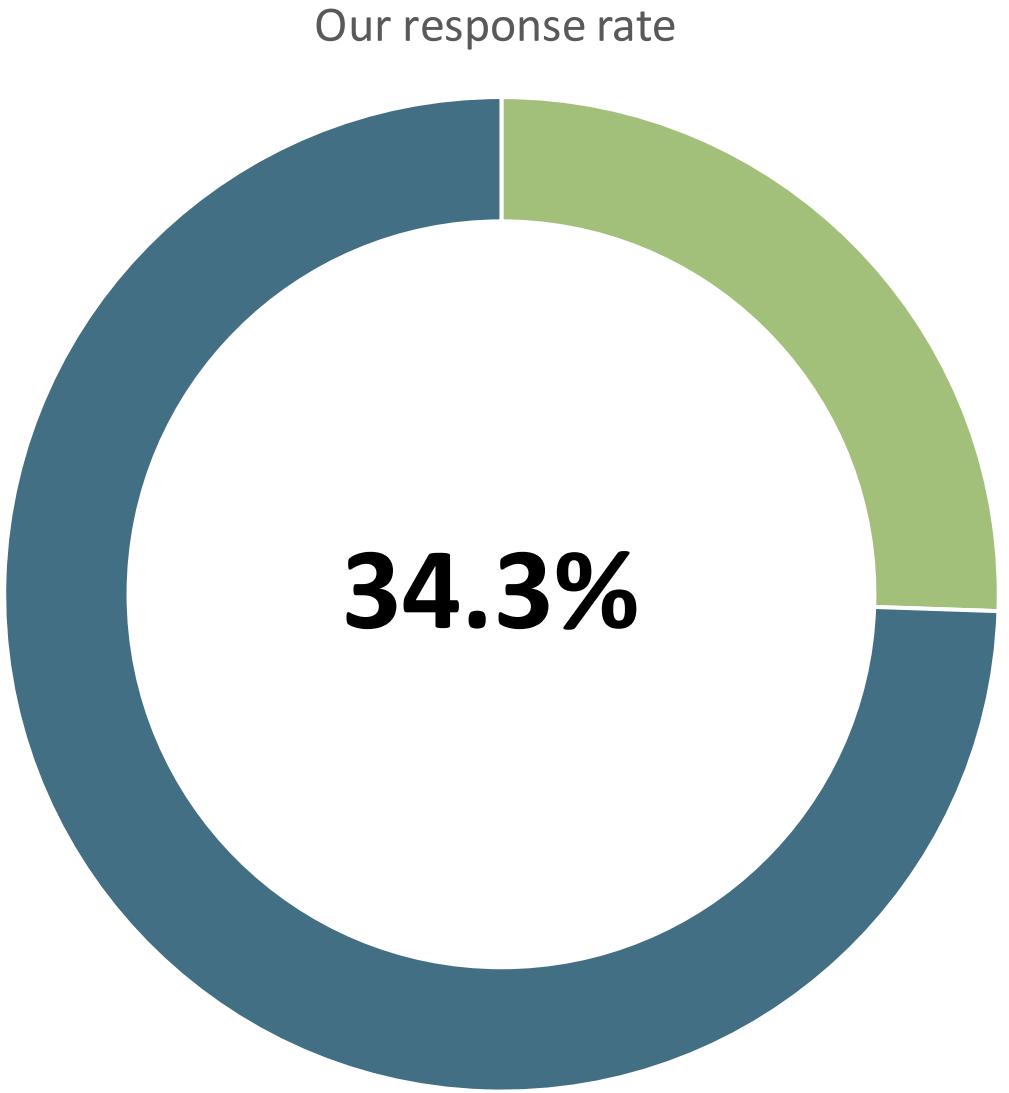
Here is a link to see the survey questions. A pdf version is also available.
Preview - Qualtrics Survey | Qualtrics Experience Management

Villa Drive Survey



Responses

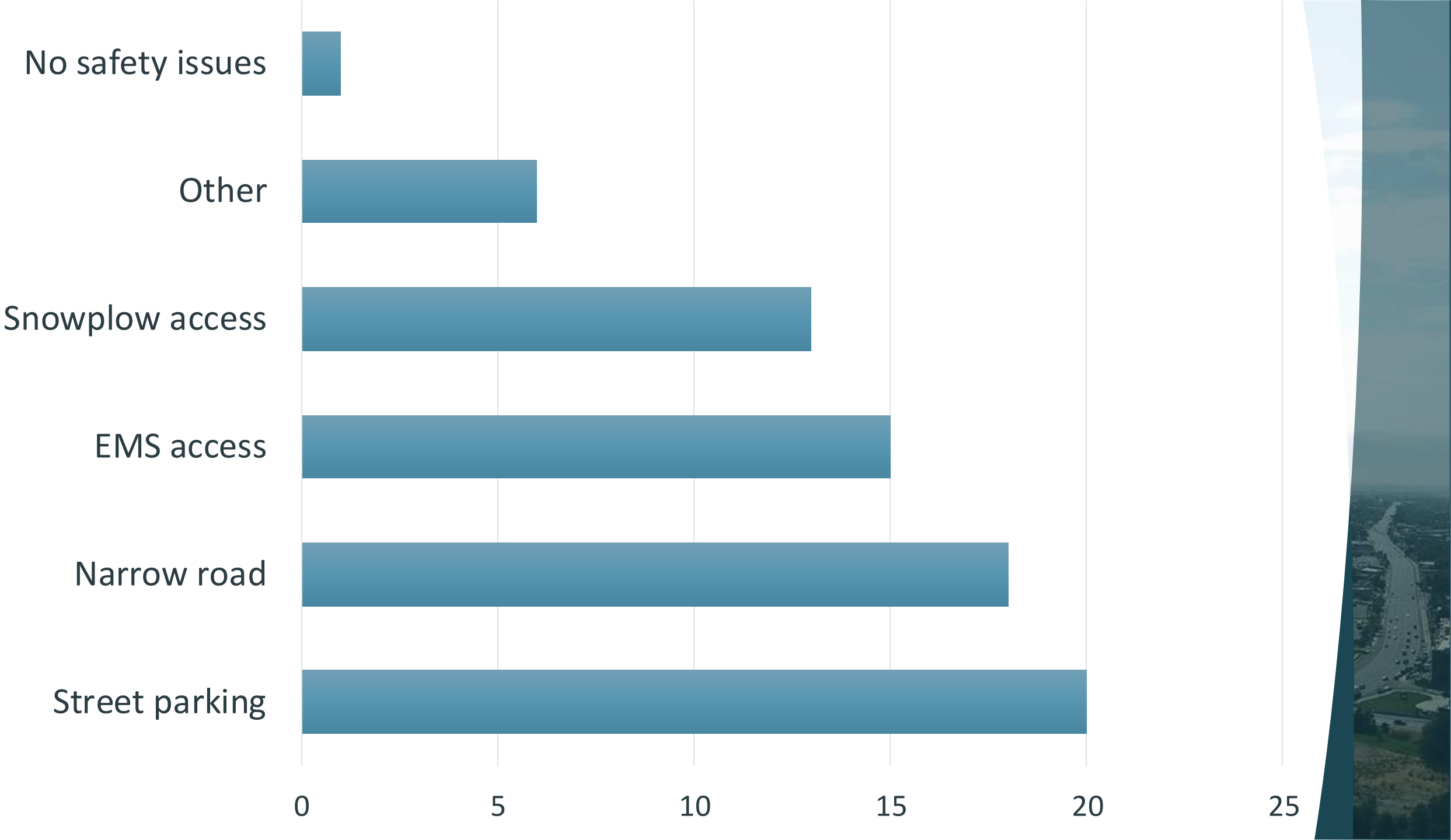
- *23 responses from 67 households*
- *Limited to one response per household*
- *Industry standard response rate is 30%*



Demographic data

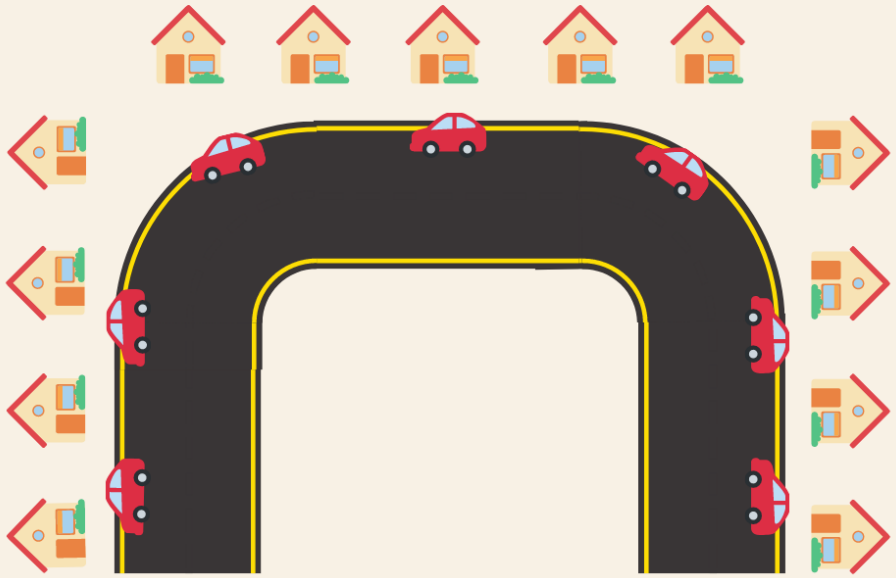
- *Respondents have lived on Villa Drive:*
  - 10+ years
  - 0-2 years
- *Households have an average of* 2.5 *cars*
- *Married (72%)*
- *White (91%)*
- *Female (57%)*
- *Ages 18-74*



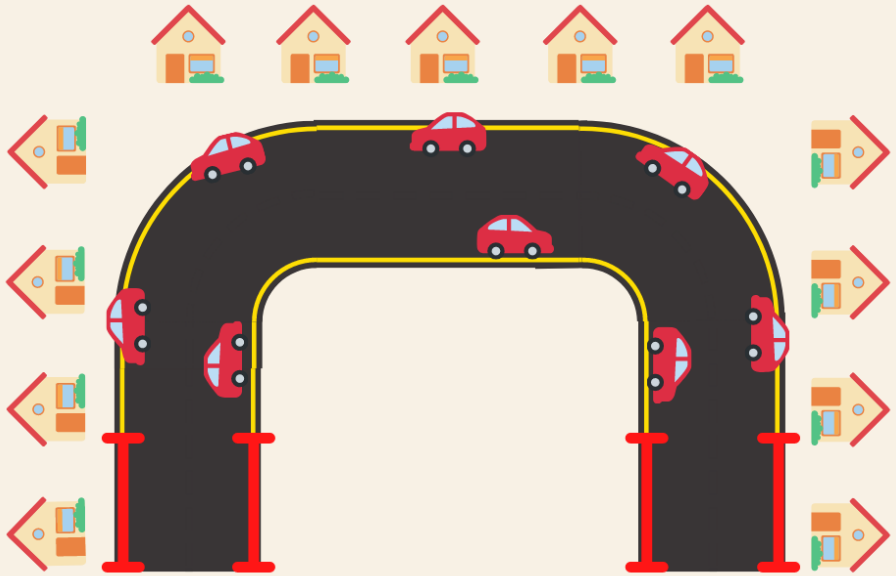

No safety issues
Other
Snowplow access
EMS access
Narrow road
Street parking
0
5
10
15
20
25



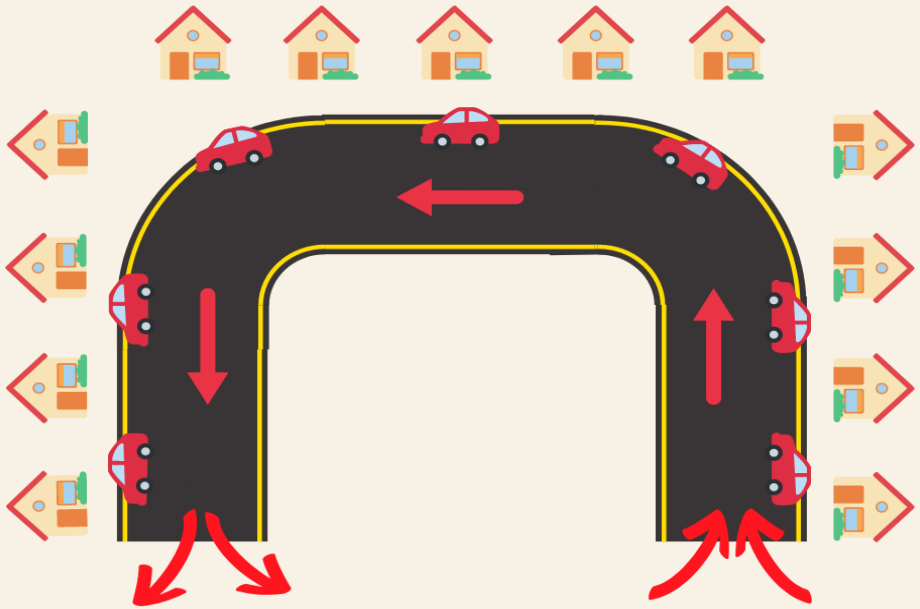
Parking only on one side



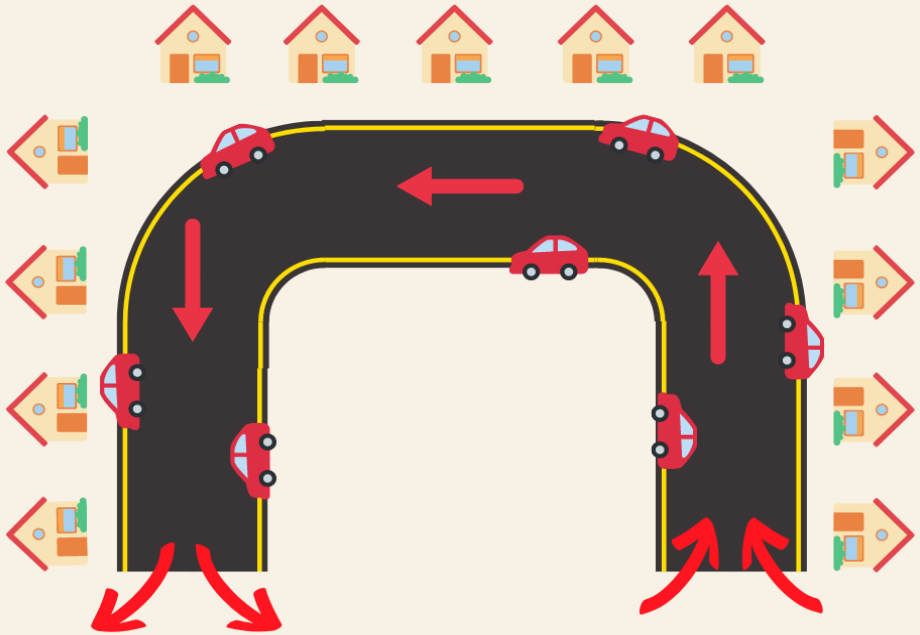
No street parking within 60-feet of entrances



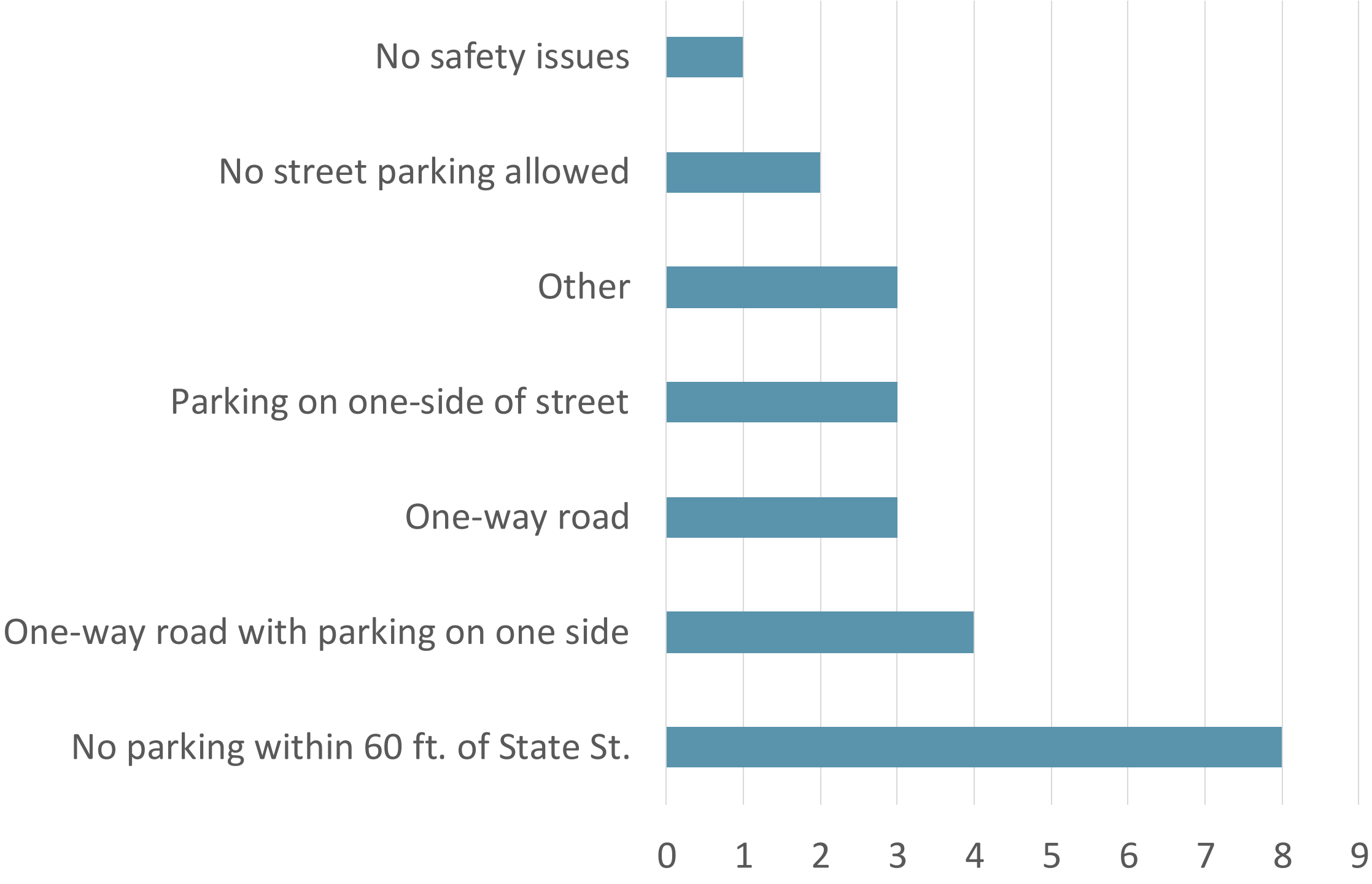
One-way road (parking allowed one side)



One-way road (parking allowed both sides)






No safety issues
No street parking allowed
Other
Parking on one-side of street
One-way road
One-way road with parking on one side
No parking within 60 ft. of State St.
0
1
2
3
4
5
6
7
8
9



Additional insights:

- ***Widen road (3 mentions)***
- ***Don't do anything (3 mentions)***
- *Speeding issues (2 mentions)*
- *Clearly mark fire hydrants (2 mentions)*
- *Increase street lighting (2 mentions)*

No street parking allowed within 60 ft. of State Street entrances

Considerations:

- Site walk with property owners
  - Impacts
  - Feedback

- *34.7% of respondents selected this*
- *Respondents represent 11.7% of households*


Westgate Auto Sales
Used car dealer
85
83
87
N Villa
N Villa
Main St
E 500 N
126
86
84
82
12
14
10
Main St
S Villa
West South Villa Drive
Safe Buy Auto
Car dealer
15
13



Planning Commission
STAFF REPORT

AGENDA ITEM
#1

TO: **Clearfield City Planning Commission**

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

MEETING DATE: **Wednesday, December 15th, 2020**

SUBJECT: Discussion and Possible Action on **PSP & FSP 2021-110038**, a preliminary and final subdivision plat request by Mike Bastian with Castle Creek Homes for a 9-lot single-family subdivision at the subject location. **Location:** 951 West 300 North (TINs: 12-019-0134 & 12-019-0135). **Project Area:** 2.16 Acres **Zone:** R-1-6 (Residential) **(Administrative Action).**

RECOMMENDATION

Staff recommends that the Planning Commission move to **approve as conditioned**, **PSP 2021-110038**, a preliminary subdivision plat request by Mike Bastian with Castle Creek Homes for a 9-lot single-family subdivision for the properties located at 951 West 300 North (TIN: 12-019-0134 & 12-019-0135). This recommendation is based on the subdivision discussion and findings in the Staff Report.

Staff recommends that the Planning Commission forward a recommendation of **approval** to the Clearfield City Council for **FSP 2021-110038 as conditioned**; a final subdivision plat request by Mike Bastian with Castle Creek Homes for a 9-lot single-family subdivision for the properties located at 951 West 300 North (TIN: 12-019-0134 & 12-019-0135). This recommendation is based on the subdivision discussion and findings in the Staff Report.

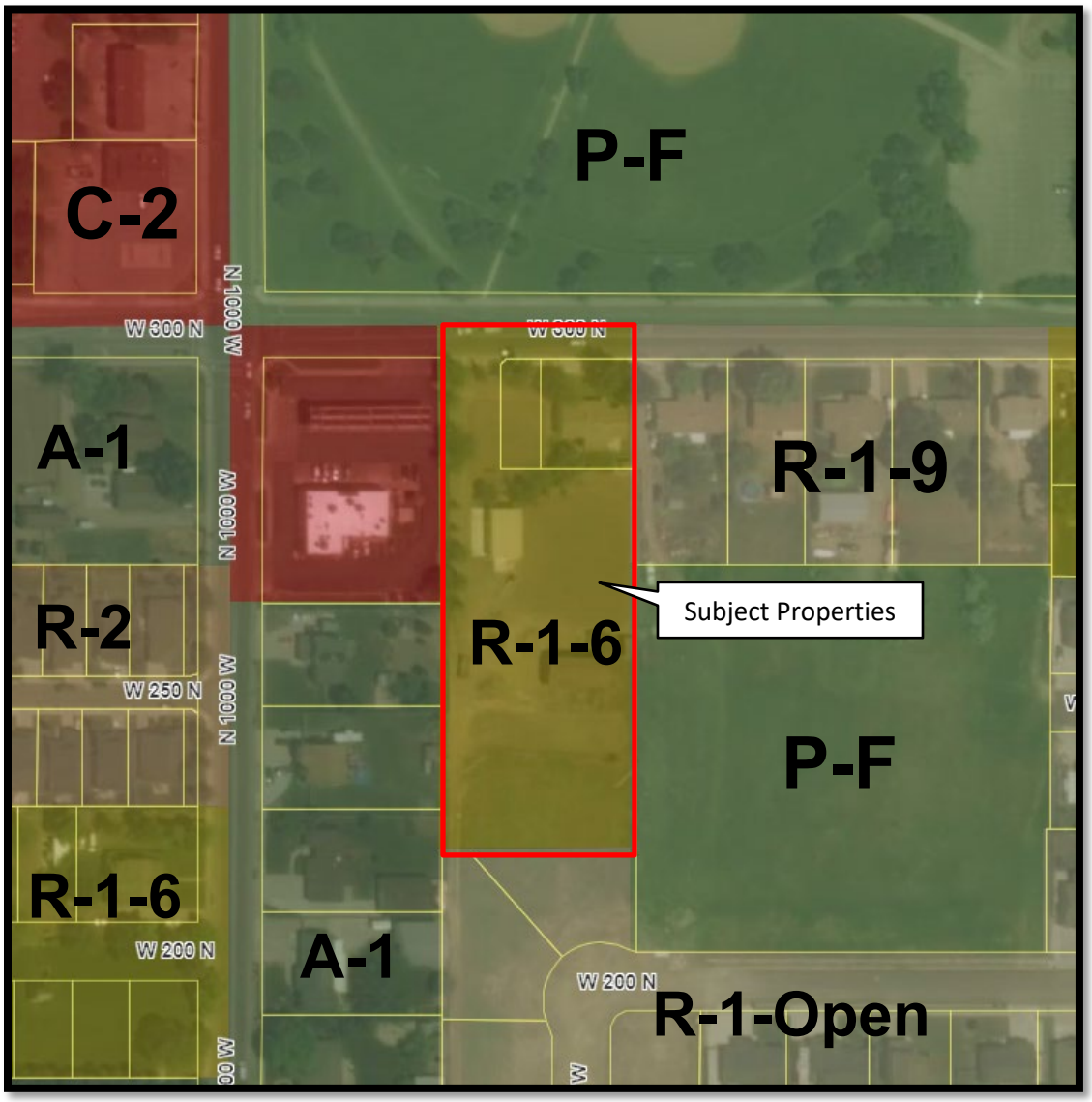
PROJECT SUMMARY

Project Information	
Project Name	Ball Fields Subdivision
Site Location	951 West 300 North
Tax ID Number	12-019-0134 & 12-019-0135
Applicant	Mike Bastian, Castle Creek Homes
Owners	Christopher Scott & Anissa Boestra; Castle Creek Homes LLC
Proposed Actions	Preliminary and Final Subdivision Plat Approval
Current Zoning	R-1-6 (Residential)
General Plan Land Use Classification	Residential
Gross Site	0.82 Acres

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Steed Park	P-F (Public Facilities)	Residential
East	Residential Single-Family	R-1-9 (Residential)	Residential

South	Residential Single-Family	R-1-Open (Residential)	Residential
West	Maverik Gas Station & Residential Single-Family	C-2 (Commercial) & A-1 (Agricultural)	Commercial & Residential

Aerial Image & Zoning



BACKGROUND & OVERVIEW

The applicant is requesting approval to subdivide these properties into a 9-lot single-family subdivision consistent with the development standards of the R-1-6 Zone. The existing home located at 951 West 300 North will remain and become Lot 1 of the proposed subdivision with a lot area of 15,848 square feet. Excluding Lot 1 from these calculations, the subdivision has an average lot size (Lots 2-9) of 7,052.5 square feet. The smallest lot is Lot 8 with an area of 6,001 square feet. The largest lot is Lot 1 with an area of 15,848 square feet, but the second largest lot is Lot 14 with an area of 11,468 square feet. Lot 14 includes a drainage easement for storm water detention along with a twenty foot (20') wide drainage and utility easement to connect the sewer and storm water lines to the utility lines in the Autumn Ridge

Phase 5 subdivision to the south. The plat will need to be revised to include lot addresses and a street name. Staff has redlined the attached plat with suggested addresses and a street name for consideration by the applicant.

General Plan and Zoning
The subject properties were previously rezoned on September 14th, 2021, from A-1 (Agricultural) to R-1-6 (Residential) The proposed subdivision complies with the goals and objectives of the general plan and is in compliance with zoning standards for the R-1-6 Zone.

Public Comment
A public notice sign was posted on December 6th, 2021. As of the date of this report, no comments have been received.

PRELIMINARY AND FINAL SUBDIVISION PLAT REVIEW

The preliminary and final subdivision plat submission includes the subdivision plat, civil cover sheet and notes, the plans for the city street design (plan and profile), the storm water line and sewer line outfall connections, civil details, demolition plan, grading & drainage plan, utility plan, and the storm water pollution prevention plan (SWPPP). The plat and improvement drawings were shared for review by City Planning, Engineering, and Public Works Staff as well as the North Davis Fire District and North Davis Sewer District. The Clearfield City Engineering has reviewed the plat and improvement drawings and provided comments in a review letter dated December 9th, 2021. The North Davis Fire District spoke with the project engineer directly about the need to add an additional hydrant to the plans but has no other concerns for approval. The applicant will be submitting a geotechnical report and an environmental site assessment for review by the City Engineer and Building Inspector.

Lot Area, Frontage, and Setback Regulations
The R-1-6 Zone requires that each lot have a minimum area of 6,000 square feet, a lot width of sixty feet (60') for interior lots and seventy feet (70') for corner lots, with a minimum lot frontage of fifty feet (50'). The difference between the frontage requirement and width requirement is that the frontage standard is measured at the front property line and the width is measured at the front setback line. All proposed lots comply with the area requirement of the R-1-6 Zone.

The R-1-6 Zone requires the following building setbacks:

Front Yard: Twenty feet (20')
Side Yard: Six feet (6')
Side Yard, Corner Lots: Twenty feet (20')
Rear Yard: Twenty feet (20')

The plans will need to be revised to include a site plan that shows setbacks and potential home footprints that meet the regulations of the R-1-6 Zone.

Roadway Design and Access
As outlined in the Public Works Construction and Development Standards as well as the Subdivision Ordinance (Title 12), a residential street is required to have a right-of-way width of sixty feet (60'). The residential street includes a road width from top back of curb to top back of curb of forty-one feet (41'), a four and a half foot (4 1/2') park strip, and a four foot (4') wide sidewalk. The proposed street complies with these standards. The cul-de-sac or street bulb complies with the Clearfield City Standards referenced above.

PRELIMINARY AND FINAL SUBDIVISION PLAT - CONDITIONS OF APPROVAL

Based upon review of Clearfield City ordinances and the proposed subdivision, Staff recommends that the Planning Commission approve the preliminary subdivision plat and recommend approval of the final subdivision plat to the Clearfield City Council, subject to the following conditions:

1) A site plan shall be submitted with buildable areas for each lot that comply with the setbacks of the R-1-6 Zone.

2) The plat shall be revised to include addresses for the lots and a street name for the residential street.

3) A geotechnical report shall be submitted for review and approval by Clearfield City Engineering and Building staff.

4) Plans shall be revised to address Clearfield City Engineering requirements prior to obtaining final signatures on the plat and recording of that plat.

5) The applicant is responsible for the replacement or repair of deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision. This includes, but is not limited to: curb and gutter, sidewalks, landscaping park strip improvements, driveways, etc.

6) An Escrow agreement or bond for the public improvements shall be approved by the City Engineer and posted prior to the recordation of the plat as outlined in Section 12-9-2 of the subdivision ordinance.

ATTACHMENTS

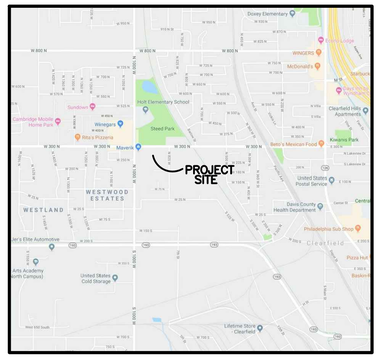
1. Subdivision Plat
2. Subdivision Improvement Drawings
3. Engineering Review Letter dated December 9th, 2021

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

SHEET 1 OF 1

BALL FIELDS SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CLEARFIELD CITY, DAVIS COUNTY, UTAH
NOVEMBER, 2021



VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SECTION LINE OF SAID SECTION 2, SAID POINT BEING S89°51'46"E 220.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S89°51'46"E ALONG THE SECTION LINE, 199.99 FEET; THENCE S00°01'26"E 545.05 FEET TO THE NORTHERLY LINE OF AUTUMN RIDGE ESTATES PHASE 5; THENCE N89°50'11"W ALONG SAID NORTHERLY LINE, 201.33 FEET TO THE EASTERLY LINE OF CLAIR AND JOAN HESLOP SUBDIVISION; THENCE N00°07'00"E ALONG SAID EASTERLY LINE AND ANOTHER PARCEL, 544.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 109,359 SQUARE FEET OR 2.511 ACRES MORE OR LESS.

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	10.50'	16.50'	14.85'	10.50'	S45°07'37"W	90°01'14"
C2	28.00'	22.92'	22.29'	12.15'	S23°20'04"E	46°54'09"
C3	88.00'	53.97'	53.12'	27.86'	S29°13'02"E	35°08'14"
C4	88.00'	18.07'	18.04'	9.07'	S05°45'58"E	11°45'55"
C5	30.00'	31.42'	30.00'	17.32'	S29°53'00"E	60°00'00"
C6	50.00'	99.75'	84.01'	77.44'	S02°43'58"E	114°18'04"
C7	50.00'	52.14'	49.81'	28.72'	S84°17'33"W	59°44'59"
C8	50.00'	50.00'	47.94'	27.32'	N37°11'05"W	57°17'45"
C9	50.00'	7.55'	7.54'	3.78'	N04°12'36"W	8°39'12"
C10	28.00'	22.92'	22.29'	12.15'	N23°20'04"W	46°54'09"
C11	88.00'	72.04'	70.04'	38.17'	N23°20'04"W	46°54'09"
C12	58.00'	47.48'	46.16'	25.16'	S23°20'04"E	46°54'09"
C13	58.00'	47.48'	46.16'	25.16'	S23°20'04"E	46°54'09"
C14	30.00'	18.82'	18.51'	9.73'	S17°51'08"E	35°56'15"
C15	30.00'	12.60'	12.51'	6.39'	S47°51'08"E	24°03'45"

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS S89°51'46"E.

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. THE BOUNDARY WAS DETERMINED BY ADJACENT SUBDIVISIONS AND BY DEED USING THE MONUMENTS SHOWN HEREON. ALL REAR LOT CORNERS WERE SET WITH A ⅝" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT OF WAY DEPARTMENT AT 800-366-8532.

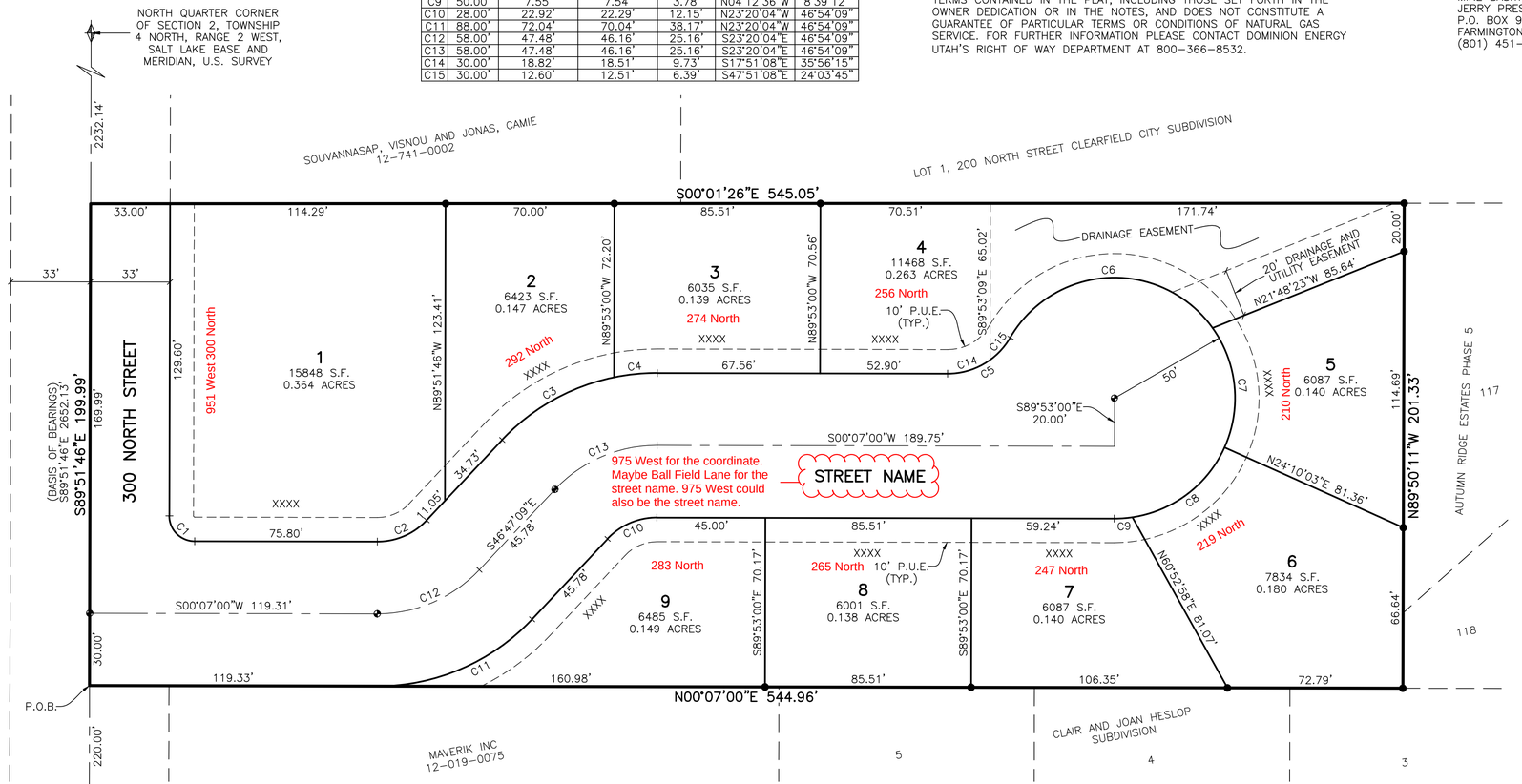
LEGEND

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

30 0 30 60 90
Scale: 1" = 30'

DEVELOPER

MIKE BASITION
JERRY PRESTON
P.O. BOX 980
FARMINGTON, UT 84025
(801) 451-6525



SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **BALL FIELDS SUBDIVISION** IN **CLEARFIELD CITY, DAVIS COUNTY**, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **CLEARFIELD CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20__.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PUBLIC STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **BALL FIELDS SUBDIVISION**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO DO DEDICATE A DRAINAGE EASEMENT FOR A DETENTION BASIN OVER THE PORTION OF LOT 4 LABELED DRAINAGE EASEMENT TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 4 AND DEDICATE A UTILITY AND DRAINAGE EASEMENT FOR UTILITIES AND DRAINAGE PURPOSES OVER THE PORTION OF LOT 4 LABELED DRAINAGE AND UTILITY EASEMENT TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS _____ DAY OF _____, 20___.

CHRISTOPHER SCOTT BOERSTRA AND ANISSA BOESTRA

MIKE BASTIAN FOR: CASTLE CREEK HOMES LLC

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

CLEARFIELD CITY PLANNING COMMISSION

APPROVED THIS THE _____ DAY OF _____, 20___, BY THE CLEARFIELD CITY PLANNING COMMISSION.

CHAIRMAN, CLEARFIELD CITY PLANNING COMMISSION

CLEARFIELD CITY ENGINEER

I HEREBY CERTIFY THAT THE "OFFICE OF THE CITY ENGINEER" HAS EXAMINED THE FOREGOING PLAT AND IN OUR OPINION THE INFORMATION CONVEYED HEREWITH, COMPLIES WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF CLEARFIELD CITY.

CLEARFIELD CITY ENGINEER DATE

CLEARFIELD CITY COUNCIL

PRESENTED TO THE CLEARFIELD CITY COUNCIL THIS THE _____ DAY OF _____, 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CLEARFIELD CITY MAYOR ATTEST: CITY RECORDER

CLEARFIELD CITY ATTORNEY

APPROVED BY THE CLEARFIELD CITY ATTORNEY THIS THE _____ DAY OF _____, 20___.

CITY ATTORNEY

PROJECT INFORMATION

Surveyor: T. HATCH	Project Name: BALL FIELDS SUBDIVISION
Designer: N. ANDERSON	Number: 6133-14
Begin Date: 11-2-2021	Scale: 1"=30'
	Revision:
	Checked:

Reeve & Associates, Inc.
5160 S. 1500 W. RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

_____ DEPUTY.

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

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

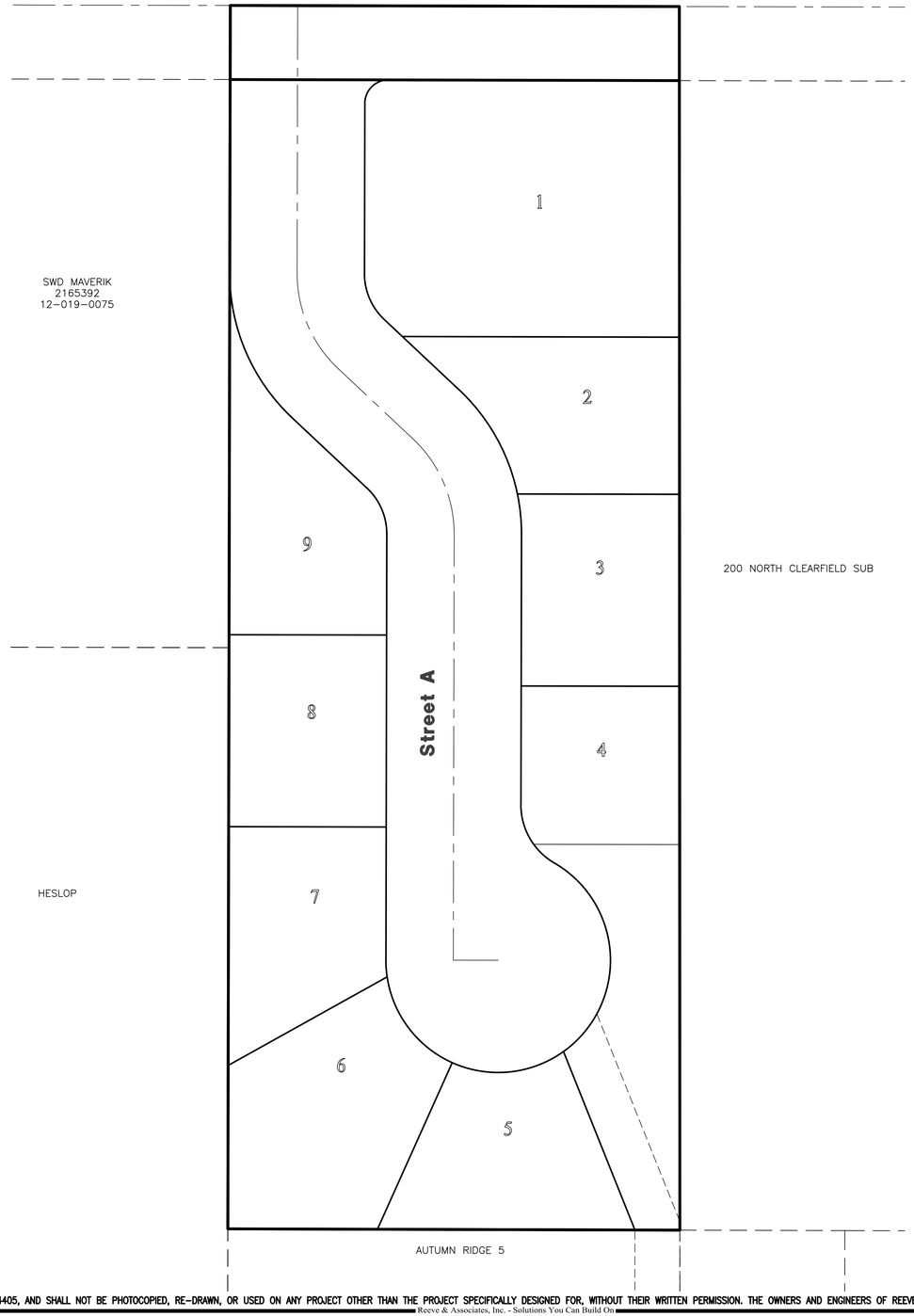
Project Narrative/Notes/Revisions

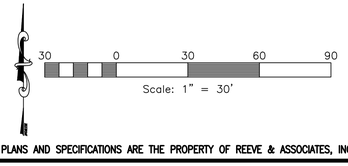
1. 11/02/2021 CK – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

Ball Fields Subdivision

Improvement Plans

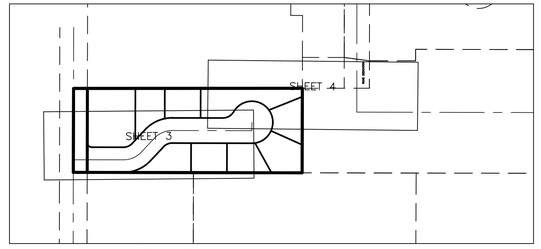
CLEARFIELD CITY, DAVIS COUNTY, UTAH
NOVEMBER 2021







Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet
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Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

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811 Know what's below. Call before you dig.

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LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION
DATE

Ball Fields Subdivision
CLEARFIELD CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: NOVEMBER 2021
Name: BALL FIELDS SUBDIVISION
Number: 6133-14

1
10 Total Sheets

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General Notes:

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
3. TRAFFIC CONTROL, STRIPING &' SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES. OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.
22. THRUST BLOCKS & RESTRAINED JOINTS WITH MEGA-LUG ADAPTERS REQUIRED ON ALL BENDS AND FITTINGS USING BLUE BOLTS. PROTECT ALL BOLTS FROM BEING ENCASED IN CONCRETE. INSTALL PER MANUFACTURER RECOMMENDATIONS.

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

NOTE:
1. SAWCUT EXISTING ASPHALT INSIDE FROM OUTER EDGE FOR TACK SEAL OF NEW ASPHALT
2. CONTRACTOR TO VERIFY 2% MIN. AND 5% MAX SLOPE FROM EDGE OF ASPHALT TO LIP OF GUTTER

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- B) TRACKING STRAW PERPENDICULAR TO SLOPES
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Zone Data

ZONE R-1-6

LOT SIZE: 6000 S.F. MIN.
FRONT YARD SETBACK: 20'
SIDE YARD SETBACK: 6' EACH SIDE SIDE YARD (CORNER LOT) SETBACK: 20' REAR YARD SETBACK: 20'

North Davis Fire District Notes:

1. THE MINIMUM FIRE FLOW REQUIREMENT IS 1500 GALLONS PER MINUTE FOR 60 CONSECUTIVE MINUTES FOR RESIDENTIAL ONE AND TWO FAMILY DWELLINGS. FIRE FLOW REQUIREMENTS MAY BE INCREASED FOR RESIDENTIAL ONE & TWO FAMILY DWELLINGS WITH A BUILDING FOOTPRINT EQUA TO OR GREATER THAN 3,600 SQ. FT. OR OTHER BUILDINGS.
2. FIRE HYDRANTS AND ACCESS ROADS SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF ANY BUILDINGS. ALL HYDRANTS SHALL BE PLACED WITH THE 4.5" CONNECTION FACING THE POINT OF ACCESS FOR FIRE DEPARTMENT APPARATUS.
3. PRIOR TO BEGINNING CONSTRUCTION OF ANY BUILDINGS, A FIRE FLOW TEST OF THE NEW HYDRANTS SHALL BE CONDUCTED TO VERIFY THE ACTUAL FIRE FLOW FOR THIS PROJECT. THE FIRE PREVENTION DIVISION OF THIS FIRE DISTRICT SHALL WITNESS THIS TEST AND SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE TEST.
4. ALL FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM ALL-WEATHER, DRIVABLE, AND MAINTAINABLE SURFACE. THERE SHALL BE A MINIMUM CLEAR AND UNOBSTRUCTED WIDTH OF NOT LESS THAN 26 FT AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13'-6". DEAD-END ROADS CREATED IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH AN APPROVED TURN-AROUND.
5. IF GRADES EXCEED 8%, APPROVAL FROM THE CITY ENGINEER AND THE FIRE DISTRICT IS REQUIRED.

Legend

SW LAT	= PROPOSED SECONDARY WATER LATERAL
LD LAT	= PROPOSED LAND DRAIN LATERAL
W LAT	= PROPOSED WATER LATERAL
SS LAT	= PROPOSED SEWER LATERAL
W/8	= PROPOSED CULINARY WATER LINE
EX.W	= EXISTING CULINARY WATER LINE
SW/8	= PROPOSED SECONDARY WATER LINE
EX.SW	= EXISTING SECONDARY WATER LINE
SS/8	= PROPOSED SANITARY SEWER LINE
EX.SS	= EXISTING SANITARY SEWER LINE
SD/15	= PROPOSED STORM DRAIN LINE
EX.SD	= EXISTING STORM DRAIN LINE
LD/8	= PROPOSED LAND DRAIN LINE
EX.LD	= EXISTING LAND DRAIN LINE
IRR/18	= PROPOSED IRRIGATION LINE
EX.IRR	= EXISTING IRRIGATION LINE
	= FENCE LINE
	= DRAINAGE SWALE
OHP	= OVERHEAD POWER LINE
	= PROPOSED FIRE HYDRANT
	= EXISTING FIRE HYDRANT
	= PROPOSED MANHOLE
	= EXISTING MANHOLE
	= PROPOSED SEWER CLEAN-OUT
	= PROPOSED GATE VALVE
	= EXISTING GATE VALVE
	= PLUG & BLOCK
	= AIR VAC ASSEMBLY
	= DUAL SECONDARY METER
	= PROPOSED WATER METER
	= EXISTING WATER METER
	= PROPOSED CATCH BASIN
	= EXISTING CATCH BASIN
	= PLUG W/ 2" BLOW-OFF
	= STREET LIGHT
	= SIGN
	= POWER POLE
BFE	= BASEMENT FLOOR ELEVATION
BLDG	= BUILDING
BOS	= BOTTOM OF STAIRS
BOW	= BOTTOM OF WALL
BP	= BEGINNING POINT
C&G	= CURB & GUTTER
CB	= CATCH BASIN
CF	= CUBIC FEET
CFS	= CUBIC FEET PER SECOND
EP	= ENDING POINT
FF	= FINISH FLOOR
FFE	= FINISH FLOOR ELEVATION
FG	= FINISHED GRADE
FH	= FIRE HYDRANT
FL	= FLOW LINE
GB	= GRADE BREAK
INV	= INVERT
LF	= LINEAR FEET
NG	= NATURAL GRADE
PC	= POINT OF CURVATURE
PP	= POWER/UTILITY POLE
PRC	= POINT OF RETURN CURVATURE
PT	= POINT OF TANGENCY
PUE	= PUBLIC UTILITY EASEMENT
RCP	= REINFORCED CONCRETE PIPE
RIM	= RIM OF MANHOLE
ROW	= RIGHT-OF-WAY
SD	= STORM DRAIN
SS	= SANITARY SEWER
TBC	= TOP BACK OF CURB
TOA	= TOP OF ASPHALT
TOC	= TOP OF CONCRETE
TOFF	= TOP OF FINISHED FLOOR
TOS	= TOP OF STAIRS
TOW	= TOP OF WALL
TSW	= TOP OF SIDEWALK
W	= CULINARY WATER
WM	= WATER METER
	= EXISTING ASPHALT PAVEMENT
	= PROPOSED ASPHALT PAVEMENT
	= PROPOSED CONCRETE
	= PROPOSED GRAVEL
4800	= EXISTING CONTOUR GRADE
4800	= PROPOSED CONTOUR GRADE

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REVISIONS

DESCRIPTION	DATE

Ball Fields Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UTAH

Notes/Legend/ Street Cross-Section

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

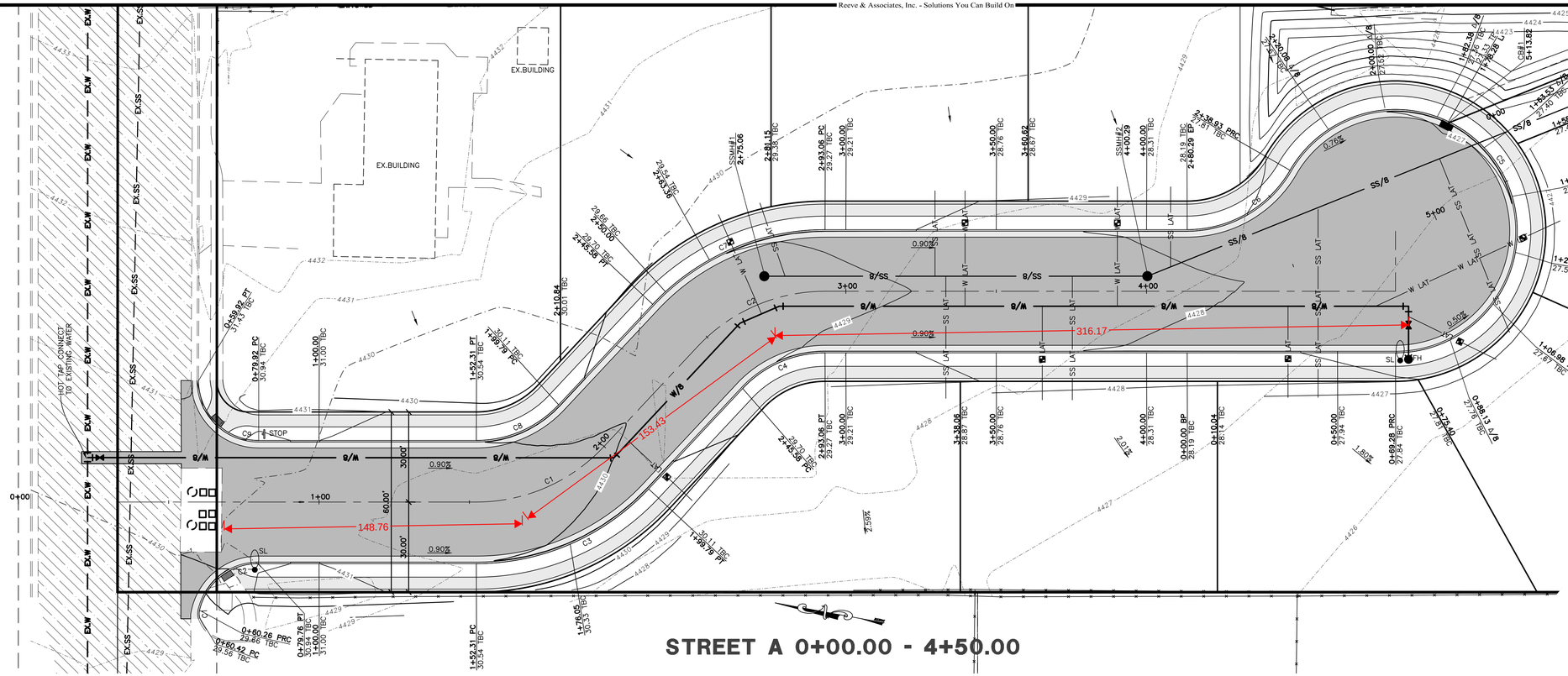
Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: NOVEMBER 2021
Name: BALL FIELDS SUBDIVISION
Number: 6133-14

2
10 Total Sheets

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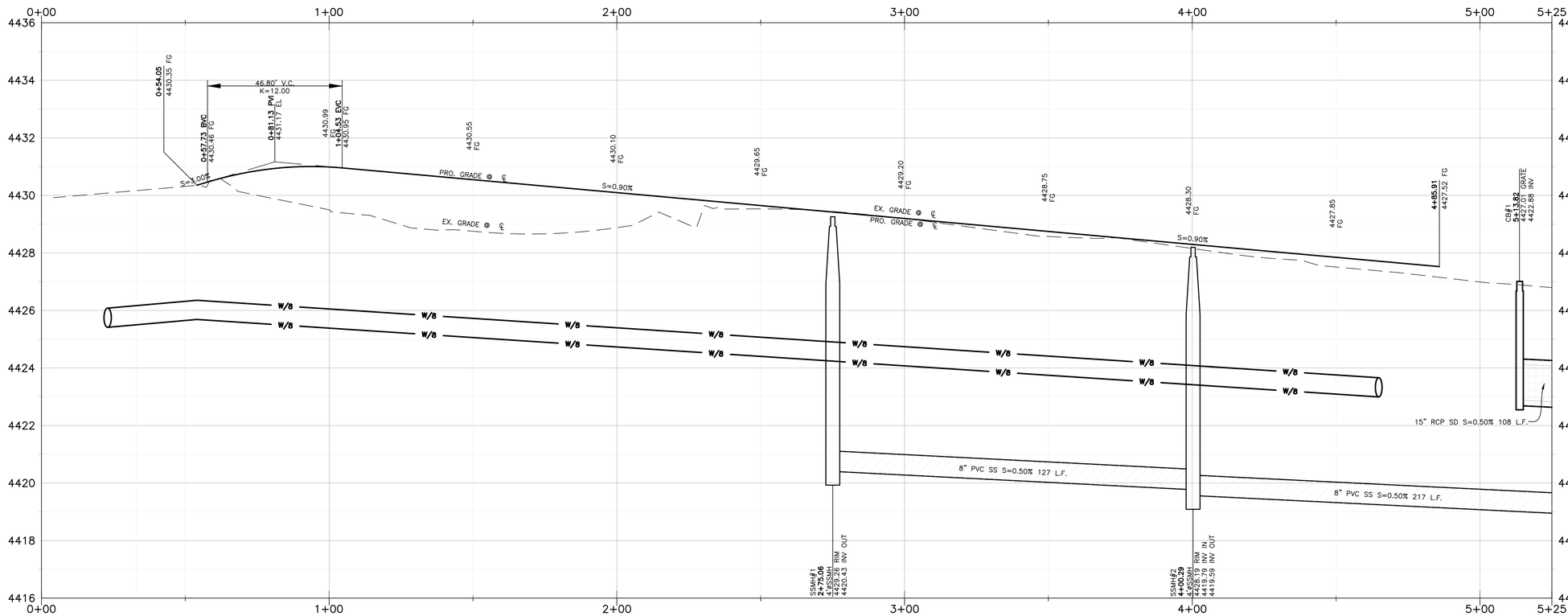
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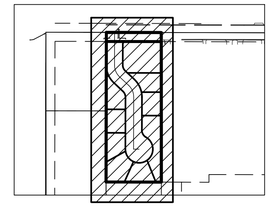
STREET A 0+00.00 - 4+50.00

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'



Key Map

NOT TO SCALE



TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C1	32°11'24"	5.00'	2.81'	1.44'	S86°56'43"W	2.77'
C2	77°04'35"	20.00'	26.90'	15.93'	N38°25'17"W	24.92'
C3	46°54'09"	78.50'	64.26'	34.05'	S23°20'04"E	62.48'
C4	46°54'09"	37.50'	30.70'	16.27'	N23°20'04"W	29.85'
C5	240°00'00"	40.50'	169.65'	70.15'	N60°07'00"E	70.15'
C6	60°00'00"	39.50'	41.36'	22.81'	S29°53'00"E	39.50'
C7	46°54'09"	78.50'	64.26'	34.05'	N23°20'04"W	62.48'
C8	46°54'09"	37.50'	30.70'	16.27'	S23°20'04"E	29.85'
C9	89°53'00"	20.00'	31.38'	19.96'	S45°03'30"W	28.26'

Centerline Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C1	46°54'09"	58.00'	47.48'	25.16'	S23°20'04"E	46.16'
C2	46°54'09"	58.00'	47.48'	25.16'	S23°20'04"E	46.16'

Construction Notes:

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4) EXISTING STORM WATER CATCH BASINS TO HAVE HOODED BOX LIDS INSTALLED.
5) MAINTAIN 4' MINIMUM COVER OVER WATER LINE
6) NO NATIVE CLAY BACKFILL WILL BE APPROVED FOR RE-USE IN THE EXCAVATED TRENCHES.

CULINARY WATER
8"W – 8" PVC C-900 DR-18 WATER LINE
W – 1" TYPE K COPPER SERVICE LATERAL

SANITARY SEWER
SS/8 – 8" PVC SDR 35 SEWER PIPE
SS – 4" PVC SDR 35 (MIN 2% SLOPE)

STORM DRAIN
SD/15 – 15" RCP STORM PIPE

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REVISIONS
DESCRIPTION
DATE

Ball Fields Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UTAH

STREET A 0+00.00 - 4+50.00

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

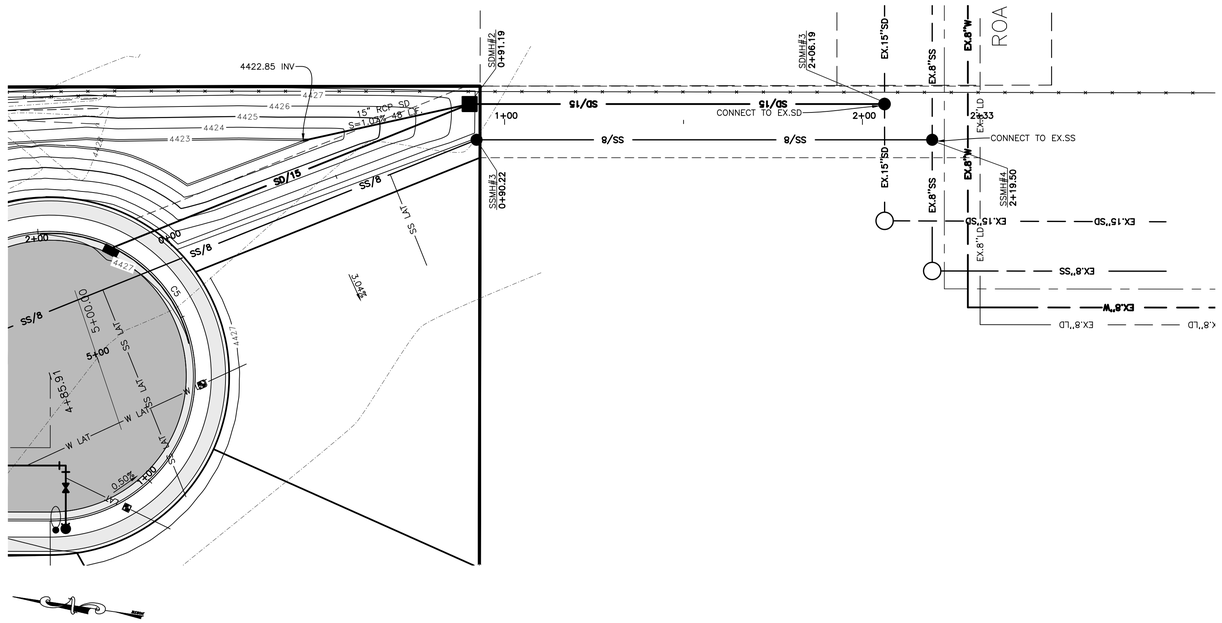
Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
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3
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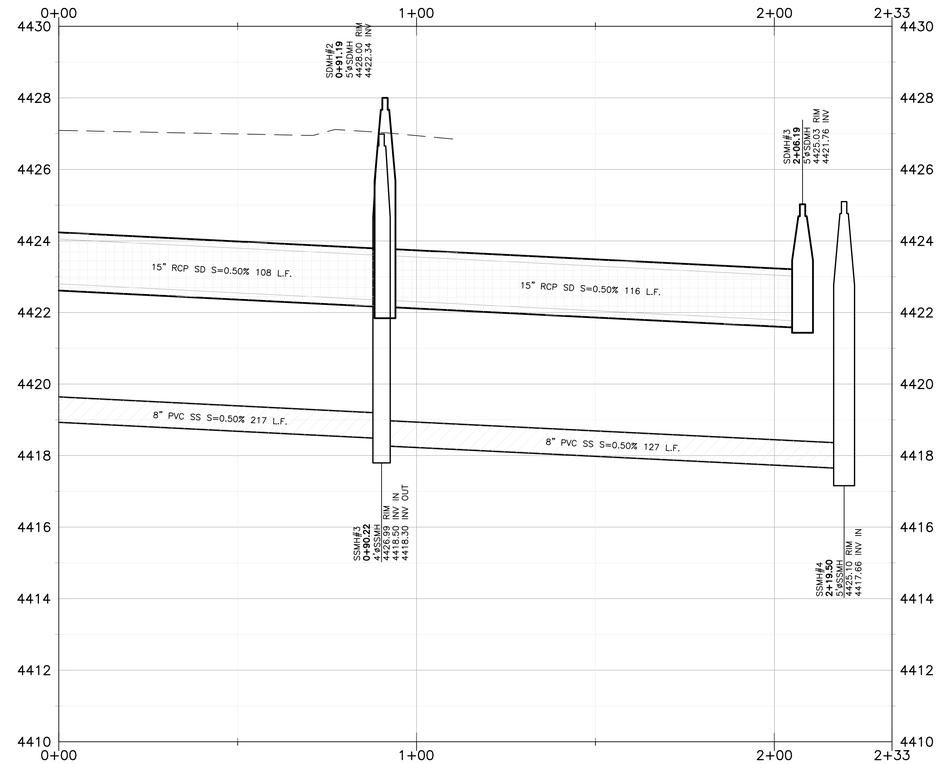
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OUTFALL 0+00.00 - 2+32.88

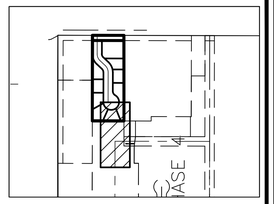
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Horizontal Scale: 1" = 20'
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Key Map

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DESCRIPTION
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Ball Fields Subdivision
CLEARFIELD CITY, DAVIS COUNTY, UTAH

OUTFALL 0+00.00 - 2+32.88

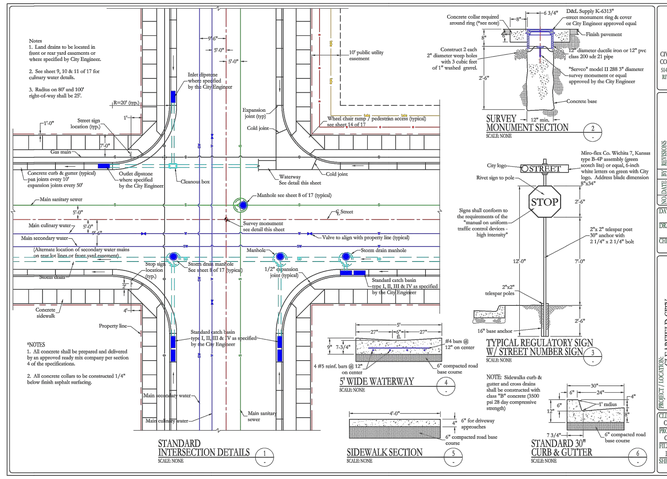
REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

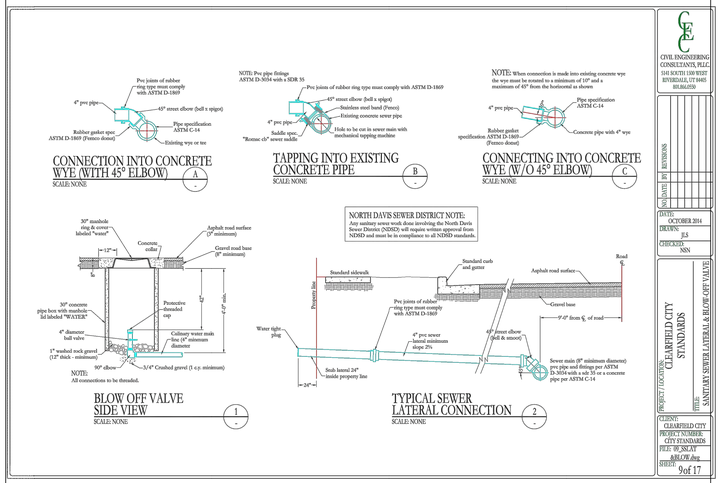
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Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: NOVEMBER 2021
Name: BALL FIELDS SUBDIVISION
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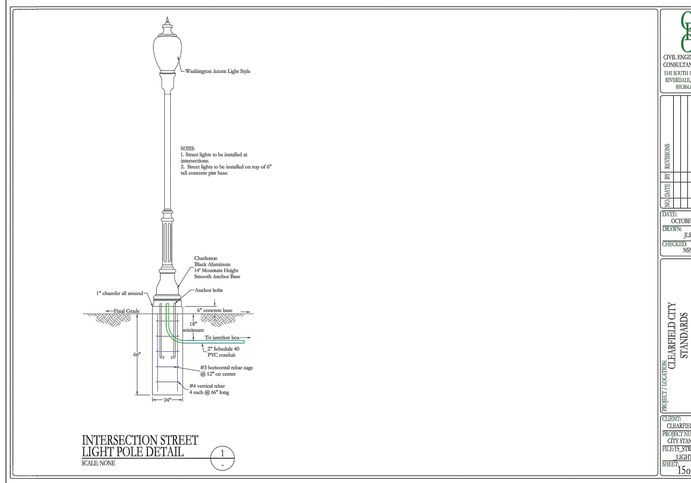
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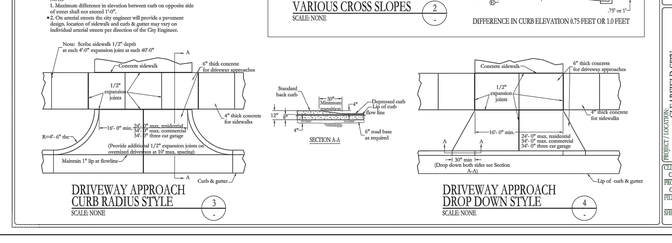
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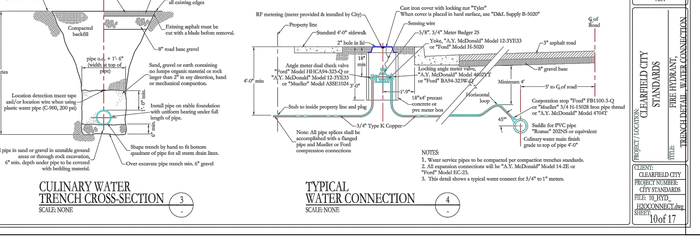
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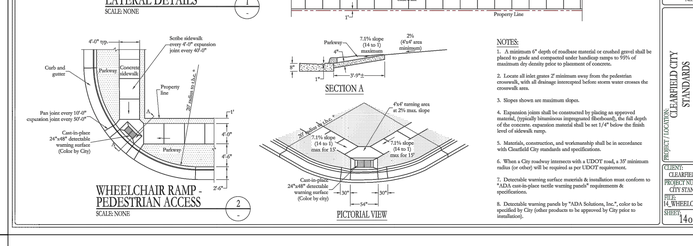












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REVISIONS DESCRIPTION DATE

Ball Fields Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UTAH

Civil Details

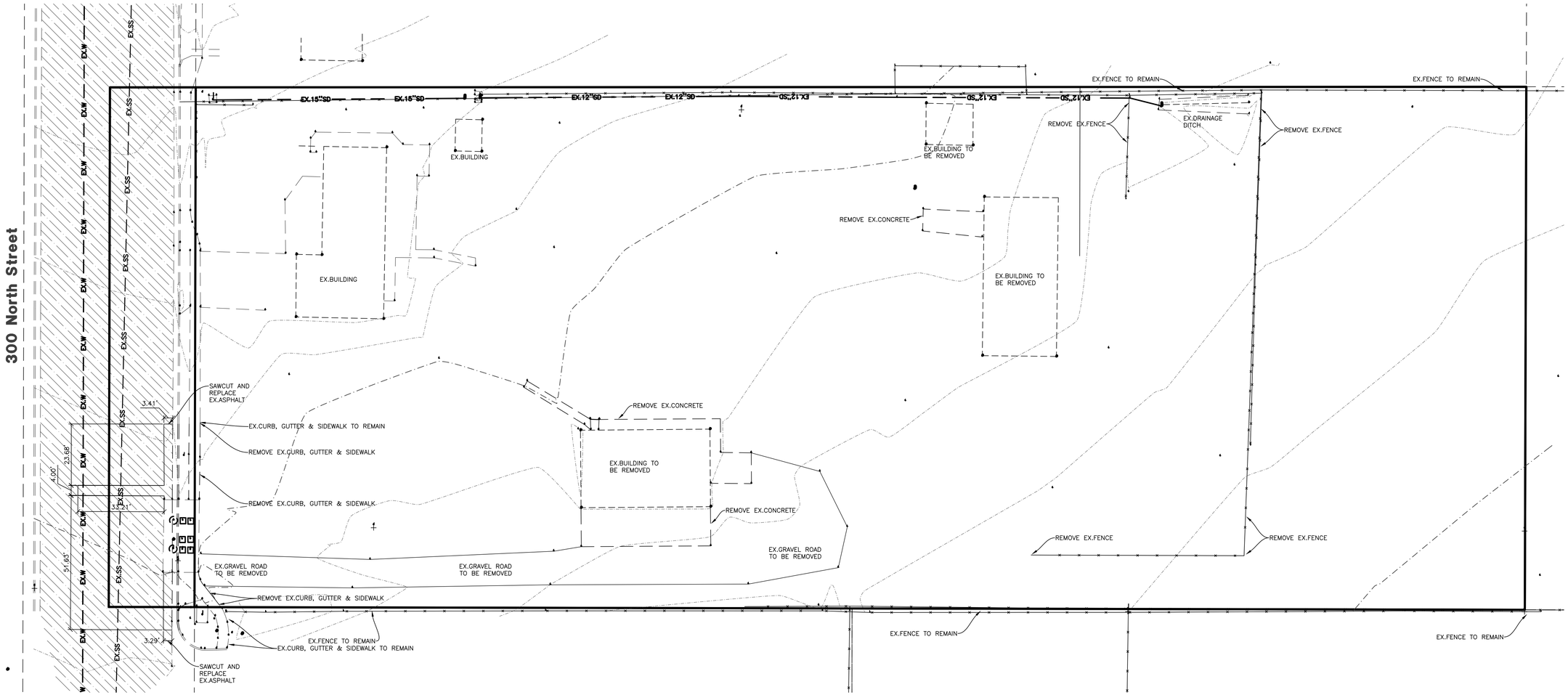
REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
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5
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20 0 20 40 60

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Ball Fields Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UTAH

Demolition Plan

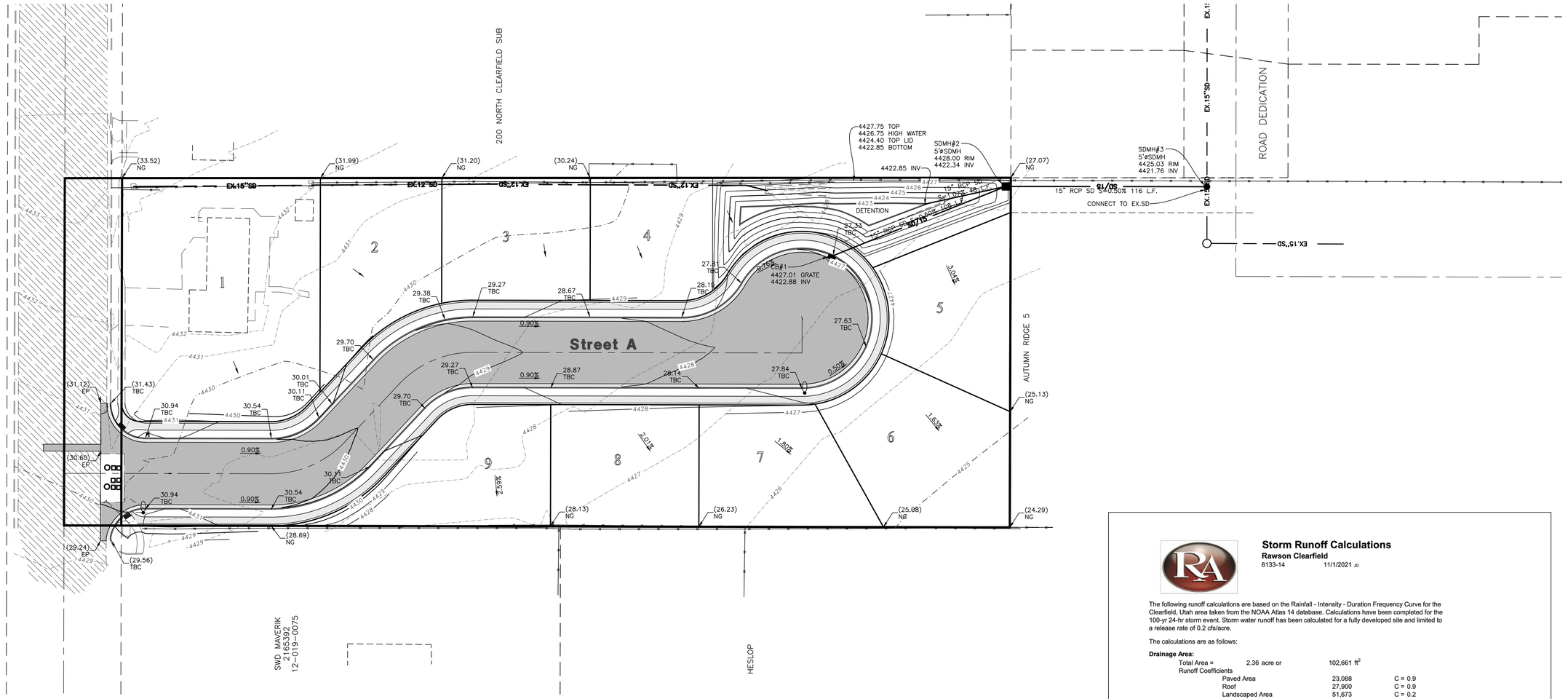
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11/02/2021
STATE OF UTAH

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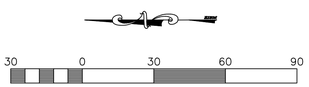
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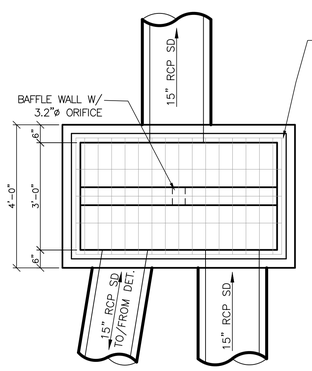
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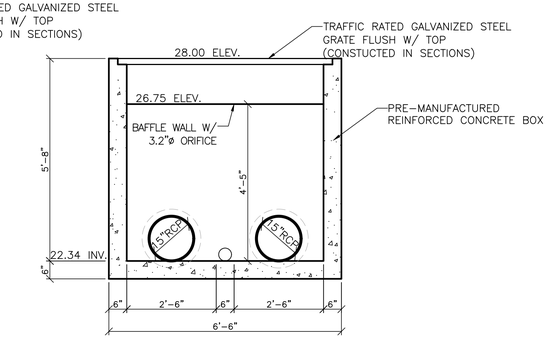
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STAGE STORAGE TABLE					
ELEV	AREA (sq. ft.)	DEPTH (ft)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)	
4,422.86	483.88	N/A	N/A	0.00	
4,423.00	582.52	0.14	74.54	74.54	
4,424.00	1,359.76	1.00	944.09	1018.63	
4,424.40	1,710.27	0.40	612.67	1631.30	TOP LID
4,425.00	2,278.38	0.60	1192.53	2823.82	
4,426.00	3,338.38	1.00	2791.56	5615.38	
4,426.75	4,225.81	0.75	2830.04	8445.42	HIGH WATER
4,427.00	4,538.63	0.25	1095.32	9540.74	







Detention Basin Control Box

SCALE: 1" = 2'

Storm Runoff Calculations

Rawson Clearfield
6133-14 11/1/2021 JD

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Clearfield, Utah area taken from the NOAA Atlas 14 database. Calculations have been completed for the 100-yr 24-hr storm event. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Area:

Total Area = 2.36 acre or 102,661 ft²

Runoff Coefficients

Paved Area	23,088	C = 0.9
Roof	27,900	C = 0.9
Landscaped Area	51,673	C = 0.2
Weighted Runoff Coefficient		C = 0.55

LID Retention

80th Percentile Rainfall Event	0.5	in
Is the site Feasible for LID?	Yes	
Site Imperviousness	0.50	
NRCS Soil Group	B	
Rv Equation	0.84i^1.169	
R_v	0.37	
V_{goal}	1601	c.f.

Volume of Run-off for 100-year Storm Event:

C = 0.55
I = See Below in/hr
A = 102661.00 ft²
Q(out) = 0.47 ft³/s (0.2 cfs per acre)

time (min)	time (sec)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	6.94	9.03	2710	141	2568
10	600	5.28	6.87	4123	283	3840
15	900	4.36	5.67	5107	424	4683
30	1800	2.94	3.83	6887	848	6039
60	3600	1.82	2.37	8527	1697	6830
120	7200	1.02	1.33	9558	3394	6164
180	10800	0.70	0.91	9839	5091	4749
360	21600	0.39	0.50	10823	10181	642
1440	86400	0.13	0.17	14618	40725	-26107

Orifice Sizing

Given: Q = 0.47 cfs
2g = 64.4 ft/s²
H = 3.00 ft
Cd = 0.62 for circular openings
R = SQRT(Q/pi/(0.7*(64.4*H)^0.5))
R = 0.13 feet
1.58 inches
D = 3.17 inches
A = 7.88 inches ^2 0.0547 ft ^2

SUMMARY:

The required 100-yr storage volume is	**6,830**	**cubic feet**
The required LID Retention volume is	**1,601**	**cubic feet**
Orifice size is	**3.2**	**inches**

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Ball Fields Subdivision

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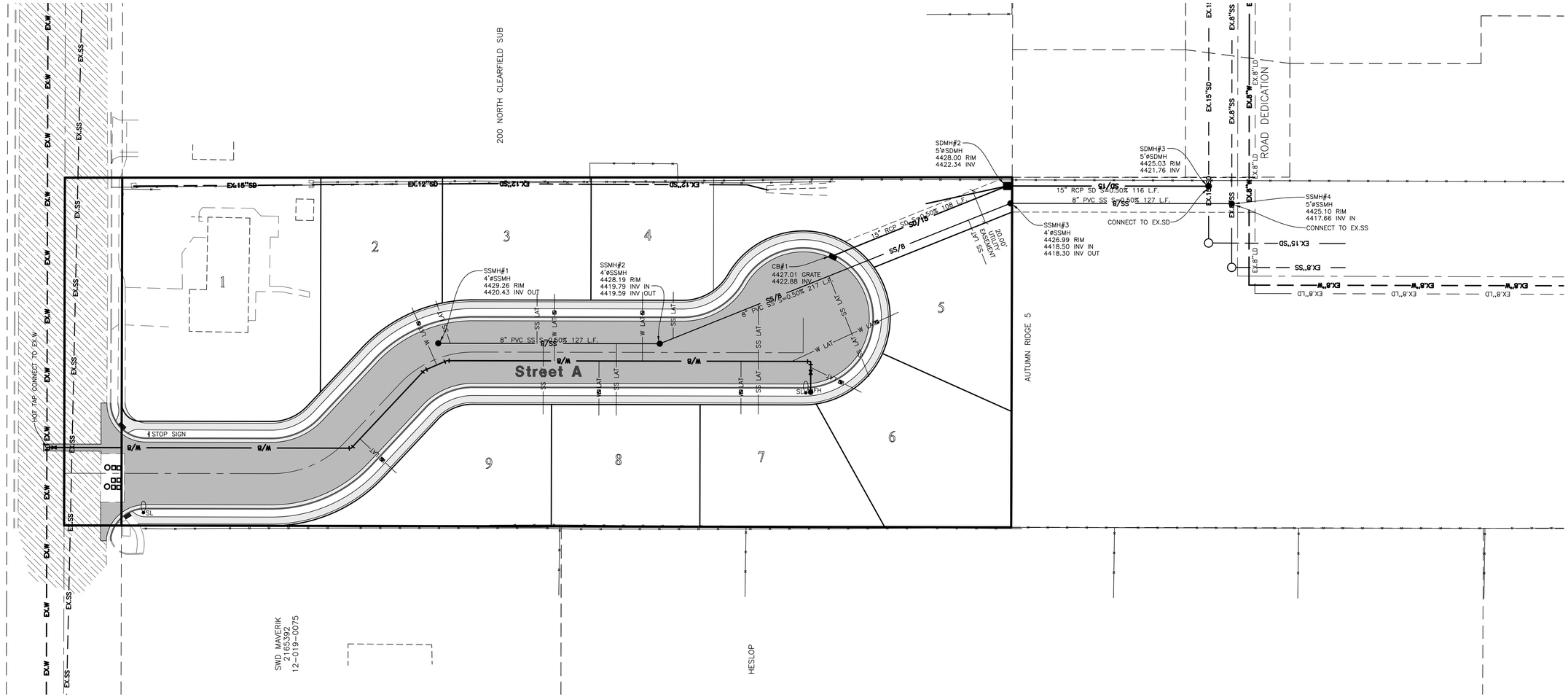
Grading & Drainage Plan

7
10 Total Sheets

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30 0 30 60 90

Scale: 1" = 30'

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CLEARFIELD CITY, DAVIS COUNTY, UTAH

Utility Plan

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

Project Info.

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Begin Date: NOVEMBER 2021
Name: BALL FIELDS SUBDIVISION
Number: 6133-14

8
10 Total Sheets

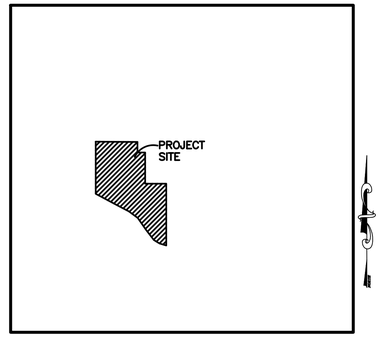
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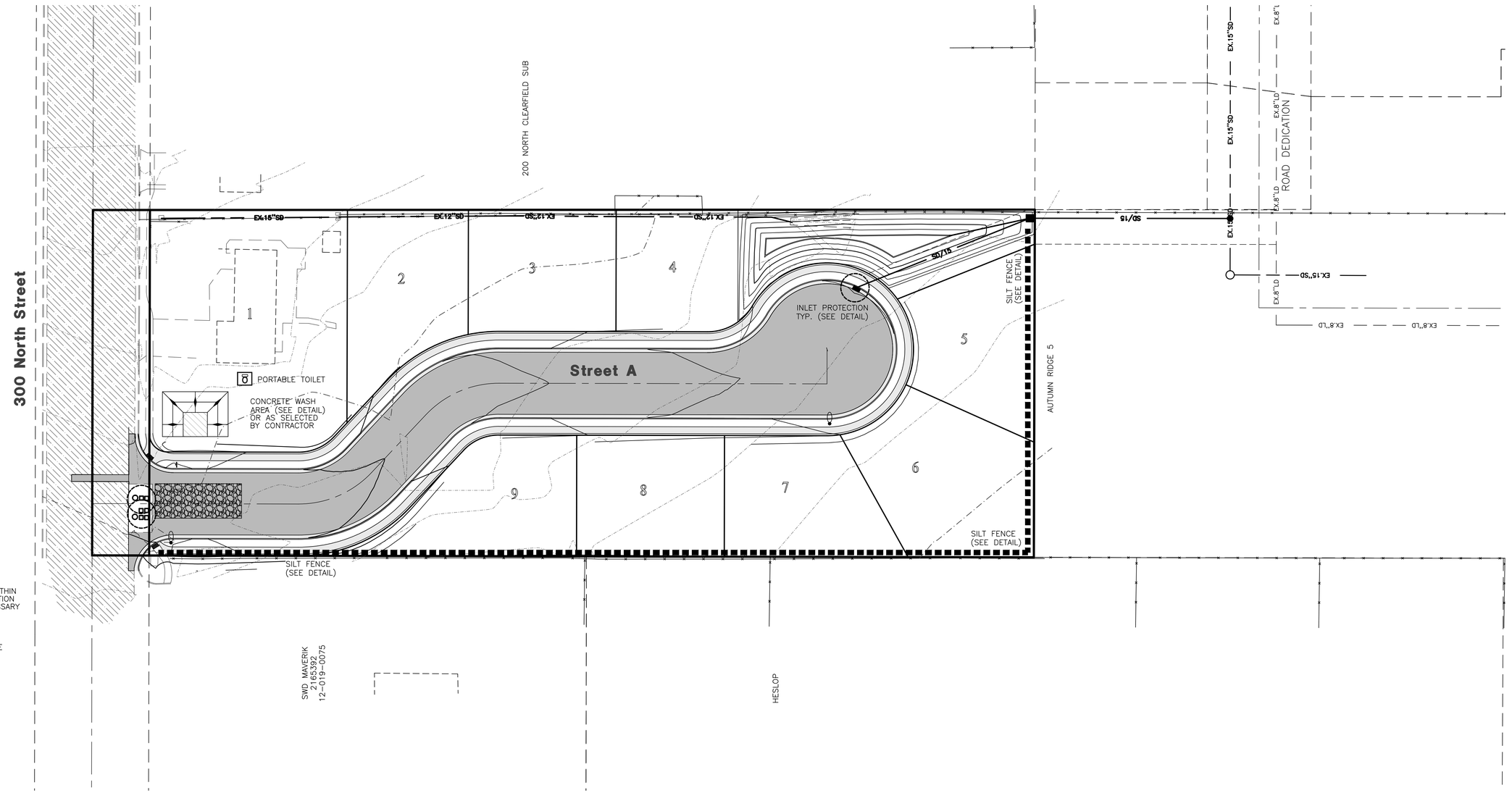
Ball Fields Subdivision

Storm Water Pollution Prevention Plan Exhibit

CLEARFIELD CITY, DAVIS COUNTY, UTAH
NOVEMBER 2021



Vicinity Map
NOT TO SCALE



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

ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.

50'x20' CONSTRUCTION ENTRANCE W/8" CLEAN GRAVEL

INLET PROTECTION TYP. (SEE DETAIL)

SILT FENCE (SEE DETAIL)

30 0 30 60 90
Scale: 1" = 30'

Construction Activity Schedule

- PROJECT LOCATION.....CLEARFIELD CITY, DAVIS COUNTY, UTAH
- PROJECT BEGINNING DATE.....NOVEMBER 2021
- BMP'S DEPLOYMENT DATE.....NOVEMBER 2021
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....MIKE BASTION (801) 451-6525
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION
DATE

Ball Fields Subdivision
CLEARFIELD CITY, DAVIS COUNTY, UTAH

Storm Water Pollution Prevention Plan Exhibit

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: NOVEMBER 2021
Name: BALL FIELDS SUBDIVISION
Number: 6133-14

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Notes:

1. Describe all BMP's to protect storm water inlets:
   All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).

2. Describe BMP's to eliminate/reduce contamination of storm water from:
   a. Equipment / building / concrete wash areas:
      To be performed in designated areas only and surrounded with silt fence barriers.
   b. Soil contaminated by soil amendments:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   c. Areas of contaminated soil:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   d. Fueling area:
      To be performed in designated areas only and surrounded with silt fence.
   e. Vehicle maintenance areas:
      To be performed in designated areas only and surrounded with silt fence.
   f. Vehicle parking areas:
      To be performed in designated areas only and surrounded with silt fence.
   g. Equipment storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   h. Materials storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   i. Waste containment areas:
      To be performed in designated areas only and surrounded with silt fence.
   j. Service areas:
      To be performed in designated areas only and surrounded with silt fence.

3. BMP's for wind erosion:
   Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion

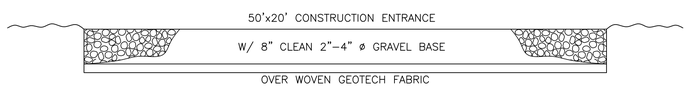
4. Construction Vehicles and Equipment:
   a. Maintenance
      – Maintain all construction equipment to prevent oil or other fluid leaks.
      – Keep vehicles and equipment clean, prevent excessive build–up of oil and grease.
      – Regularly inspect on–site vehicles and equipment for leaks, and repair immediately.
      – Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on–site.
      – Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
   b. Fueling
      – If fueling must occur on–site, use designated areas away from drainage.
      – Locate on–site fuel storage tanks within a bermed area designed to hold the tank volume.
      – Cover retention area with an impervious material and install in in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
      – Use drip pans for any oil or fluid changes.
   c. Washing
      – Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
      – If washing must occur on–site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
      – Use phosphate–free, biodegradable soaps.
      – Do not permit steam cleaning on–site.

5. Spill Prevention and Control
   a. Minor Spills:
      Minor spills are those which are likely to be controlled by on–site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
      – Contain the spread of the spill.
      – If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
      – If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
      – If the spill occurs during rain, cover the impacted area to avoid runoff.
      – Record all steps taken to report and contain spill.
   b. Major Spills:
      On–site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424–8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.

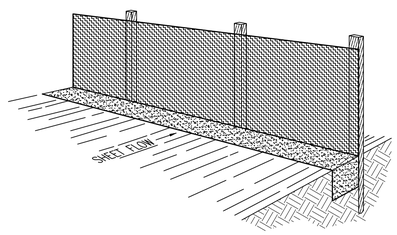
6. Post Roadway / Utility Construction
   a. Maintain good housekeeping practices.
   b. Enclose or cover building material storage areas.
   c. Properly store materials such as paints and solvents.
   d. Store dry and wet materials under cover, away from drainage areas.
   e. Avoid mixing excess amounts of fresh concrete or cement on–site.
   f. Perform washout of concrete trucks offsite or in designated areas only.
   g. Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
   h. Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
   i. All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
   j. Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.

7. Erosion Control Plan Notes
   a. The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
   b. A stand–by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
   c. Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
   d. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. this should be confirmed by survey or other means acceptable to the engineer of record.
   e. All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
   f. Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
   g. All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the engineer of record of the governing agency.
   h. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.
   i. Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
   j. Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.

8. Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
   a. Part III.D.4 of general permit UTRC00000 identifies the minimum inspection requirements.
   b. Part II.D.4.C identifies the minimum inspection report requirements.
   c. Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.

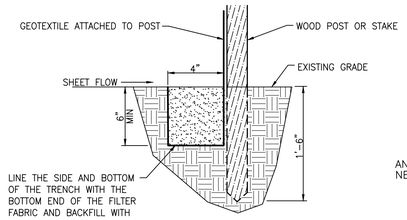


Cross Section 50' x 20' Construction Entrance



Perspective View

Figure 2



Section

INSTALLATION
The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally–recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1:
Recommended Maximum Slope Lengths for Silt Fence
(Richardson & Middlebrooks, 1991)

Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2–5%	22.9m (75ft)
5–10%	15.2m (50ft)
10–20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Unroll the silt fence, positioning the post against the downstream wall of the trench.
*Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
*Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
*Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4–3.0m (8–10ft). Post spacing should generally be less than three (3) times the height of the fence.
*If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
*Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
*The geotextile shall then be stapled or wired to the posts. An extra 20–50cm (8–20") of geotextile shall extend into the trench.

INSPECTION
*Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
*When sediment deposits behind the silt fence are one–third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

REMOVAL
*Silt fence should not be removed until construction ceases and the upslope area has been properly stabilized and/or revegetated.

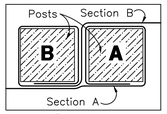
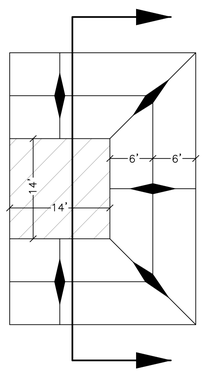
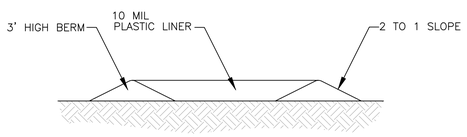


Figure 1:
Top View of
Roll–to–Roll Connection

Silt Fence Detail

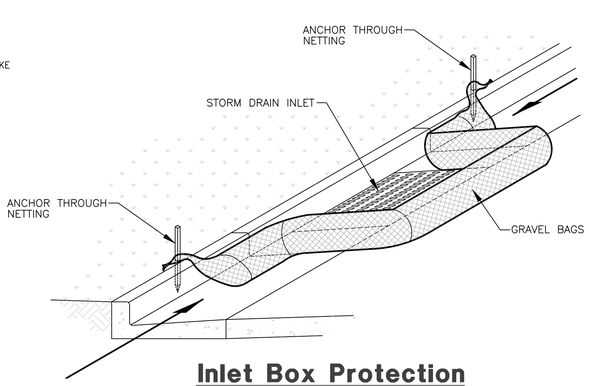
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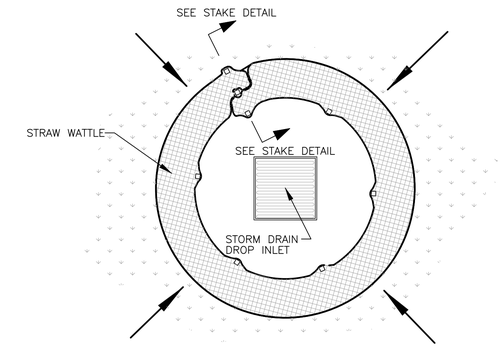


Concrete Washout Area w/ 10 mil Plastic Liner

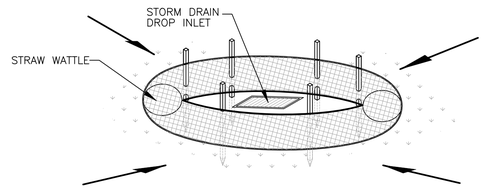
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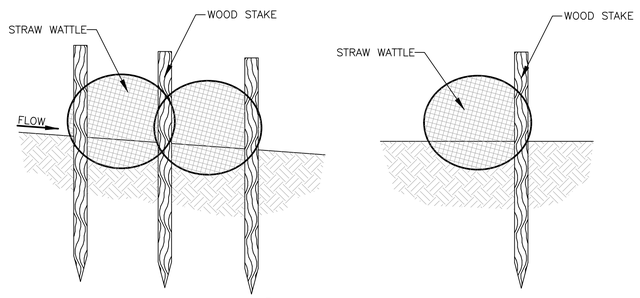
Inlet Box Protection



Plan View



Drop Inlet Protection



Stake Detail

Reeve & Associates, Inc.
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LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION | DATE

Ball Fields Subdivision
CLEARFIELD CITY, DAVIS COUNTY, UTAH

Storm Water Pollution Prevention Plan Details

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
11/02/2021
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: C. KINGSLEY
Begin Date: NOVEMBER 2021
Name: BALL FIELDS SUBDIVISION
Number: 6133–14

10
10 Total Sheets

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Public Works Department
497 South Main Clearfield City, UT 84015
Phone: 801-525-4419

December 9th, 2021

Attn: Tyson Stoddard, Planner
Proj: Ball Fields Subdivision
Subj: Development Review #1

Tyson,

I have reviewed the submitted plans shared on Bluebeam for Ball Park Subdivision. The plans have a few comments that will need to be addressed prior to our recommendation of approval.

1. A 10' P.U.E. needs to be shown on the plat around the perimeter of the plans
2. The street name needs to be indicated on the plat with a street number
3. The street needs to be designated as a public road on the plat.
4. Lot addresses needs to be included on the plat
5. Cul-de-sac radius is only 40.5' to TBC on plans, our standards require 45.5' to TBC from center and 50.0' from center to property line. See standards drawings sheet 13 of 17 for details.
6. Show details (dimensions and slopes) for all ADA ramp access points.
7. The owner of the detention pond needs to be indicated on the plat
8. Maintenance plans (who is responsible for maintenance) of the detention pond area needs to be included on plat.
9. Language that the Detention Basin will always remain a part of the overall site
10. Call out utility crossings (sewer and water) and state standards to follow for these crossings
11. Extend sawcut and asphalt replace to curb and gutter on south side of the road (sheet 6)
12. Will utilities be disconnected from existing buildings? If so, indicate on sheets where and cite Clearfield City standards on disconnecting services.
13. Show meter locations on utility plans and indicate size of meter
14. Consider adding an additional streetlight on east side of the road, near lot 3
15. Consider replacing 1" service line w/ ¾" lines to avoid high utility rate costs to future residents

If you have questions, please contact me anytime.

Thanks,

Public Works Department
497 South Main Clearfield City, UT 84015
Phone: 801-525-4419

Dayton Newell
Clearfield City Public Works
Engineer Technician
Dayton.newell@clearfieldcity.org
(801) 525-4423 Office

STAFF REPORT

To: Mayor Shephard and City Council Members

From: Rich Knapp, Finance Manager

Meeting Date: Jan 11, 2022

Subject: Fiscal Year 2022 Proposed Budget Amendments

Recommended Action

Staff recommends the Mayor and City Council consider the FY2022 proposed budget amendments.

Description / Background

The attached table is draft only. New amendment proposals and/or adjustments may be made before final approval. Final approve is scheduled for January 25 but can be delayed if more consideration is preferred.

The attached table lists proposed expenditures that do not have budget authority, or which exceed FY 2022 budget authority and require budget amendments as allowed by Utah Code Title 10 Chapter 6 Section 124 to 129.

Corresponding Policy Priorities

- Providing Quality Municipal Services
- Improving Clearfield's Image, Livability, and Economy
- Maintaining a Highly Motivated and Well-Trained Workforce

Hedgehog Score

Most amendments were previously presented and discussed in prior meetings. The score was not pulled from those items.

Fiscal Impact

The proposed General Fund amendments net use of unrestricted GF fund balance total $1,561,818. This would bring the total budgeted use of General Fund reserves/available cash for FY22 to $4,795,012. The FY21 ending available cash was $4.2 million over the 35% net revenue metric. Not accounting for previously discussed less conservative revenue projections, the FY22 year end reserve balance will be 40% or $1M over 35%.

Alternatives

Most of the recommended amendments are due to expenditures that have already been incurred and/or authorized consistent with previous discussions with the City Council and should consequently

be approved. Others are recommended for approval but are more discretionary and could be removed from the final list.

Schedule / Time Constraints

The budget is typically amended in December or January, and again in June.

List of Attachments

- FY2022 Budget Amendment Items Worksheet

Background on Individual Items Not Previously Discussed

4th of July Contracted Services – The City paid for half of the cancelled 2020 show. This was accounted for in prepaid expense on the balance sheet. When the prepaid was used for the 2021 show, we had to show the expense, but didn't budget for showing the expense. No unrestricted fund balance will be used since it was already paid for.

GO Bond Debt Fund Transfer – After the GO Bond was paid off last year, the GO bond fund still had remaining funds from prior years' collections and transfers in. This proposal would zero out the GO Bond Debt Fund by transferring the remaining $67,274 to the General Fund.

Fleet Overhead – Allocations from the General Fund to pay for fleet salaries were not updated in the original FY22 Budget.

FY2022 Budget Amendment Items

Fund Division	Division #	Account	Expense Account Title	Expense Adjust	Description	Hoglet High 18-24	Source Account Title	Source Adjustment
General Fund								
4th of July	104514	631006	Contracted Services	17,500	Prepaid from FY20 payment of Firework Show, but didn't budget expense for accounting, non-cash	N/A	Prepaid Expense	17,500
CDBG	104632	693001	Pass Through	111,455	Roll over of CDBG prior year monies	N/A	Offset Revenue	111,455
Fleet Overhead	various	625204	Fleet Lease	16,342	Updated numbers for FY22 - original budget oversight	N/A	34400* accounts	16,342
Planning	104641	631006	Contracted Services	3,000	Parking Study - match for $27k WFRC grant FY21 Amend..delay in procurement process	prior meeting	Fund Balance	3,000
PARAT	104570	61xxxx	Personnel	26,000	Arts - $34k extra minus $8k grant--pending Council decision	prior meeting	PARAT	26,000
Police Admin	104211	631006	Contracted Services	28,000	Animal Control - add to $148k already budgeted	Jan 11 meeting	Fund Balance	28,000
Police Admin	104211	631006	Contracted Services	12,100	Mental Health Wellness Program	Jan 11 meeting	Fund Balance	12,100
Dispatch	104215	661001	Misc Supplies	1,200	New medical cards - used for CPR & medical instructions		Dispatch PSAP Funds	1,200
All divisions with Personnel	Many	61xxxx	Personnel	1,438,480	Compensation Adjustment fall police increase $120k, winter increase $1.47M minus utilty funds' portion	prior meeting	Fund Balance	1,438,480
Mayor & Council	104111	664001	Council Expense	48,000	Lobbyist	prior meeting	Fund Balance	48,000
GO Bond Debt Fund 31	314711	691004	Transfer to GF	67,274	fund balance remaining in Fund 31	N/A	Fund 31 Balance	67,274
CED Admin	104611	681002	Debt Service - Interest	14,696	'21 bond I-15 portion interest - Jan 1, 2022	prior meeting	Fund Balance	14,696
CED Admin	104611	681002	Debt Service - Interest	171,711	'21 bond cap interest TOD - recognize expense for accounting	prior meeting	Bond Proceeds	171,711
CED Admin	104611	631006	Contracted Services	97,700	Cost of Issuance '21 Bond	prior meeting	Bond Proceeds	97,700
Transfers to Other Funds	104810	691004	Transfer from GF	20,500,000	Actual I-15 and TOD Costs	prior meeting	Bond Proceeds	20,500,000
			Total New Use of Fund Balance Items	1,561,818				
GO Bond								
Bonds	314711	691004	Transfer to GF	67,274.03	Close out remaining balance in the GO Bond fund	N/A	GO Bond Fund	67,274

FY2022 Budget Amendment Items

Fund Division	Division #	Account	Expense Account Title	Expense Adjust	Description	Hoglet High 18-24	Source Account Title	Source Adjustment
Capital Fund								
Capital Projects-Parks	454521	673001	Capital Projects	2,000,000	I-15 Beautification - will only transfer as expenses occur	prior meeting	'21 Bond Tx from GF	2,000,000
Capital Projects-Streets	454410	673001	Capital Projects	18,500,000	Clearfield Station TOD - will only transfer as expenses occur	prior meeting	'21 Bond Tx from GF	18,500,000
Water, Sewer, Storm, Fleet								
Water	515110	673001	Capital Projects	56,500	Train Watch Park PRV $145k already in budget	20	Fund Balance	56,500
Sewer	525210	673001	Capital Projects	20,000	Indigo 880 Sewer Lateral tie-in	prior meeting	Fund Balance	20,000
Sewer	525210	631006	Contracted Services	50,000	Sewer model JUB	prior meeting	Fund Balance	50,000
Sewer	525210	631006	contracted services	11,400	sewer capacity study should have been paid last year	prior meeting	Fund Balance	11,400
All divisions with Personnel	Many	61xxxx	Personnel	154,000	Compensation Adjustment	prior meeting	Fund Balance	154,000
			Total New Use of Utility Funds' Balance	291,900				

FY2022 Budget Amendment Items

Fund Division	Division #	Account	Expense Account Title	Expense Adjust	Description	Hoglet High 18-24	Source Account Title	Source Adjustment
CDRA								
RDA #7	204617	673001	Capital Projects	43,165	Environmental cleanup new library site	prior meeting	Fund Balance	43,165

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
December 14, 2021

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
EXCUSED:	Tim Roper	Councilmember
	Karece Thompson	Councilmember
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Lee Naylor	Accountant
	Kelli Bybee	Communications Assistant
	Teresa Allen	Victim Services Coordinator
	Melissa Kometscher	Victim Housing Advocate
	Nancy Dean	City Recorder

VISITORS: Donovan Gilliland – Clearfield Junction

Mayor Shepherd called the meeting to order at 6:01 p.m.

MONTHLY DEPARTMENT UPDATES

Victim Services and Davis Area Victim Housing Assistance

Teresa Allen, Victims Services Program Coordinator, reported the City was awarded funding for the current fiscal year for victim services in the amount of $186,968.43 and housing assistance in the amount of $63,720, which reflected a ten percent reduction in funding. She stated fiscal year 2023 would be reduced another fifteen percent. Melissa Kometscher shared some success stories with the Council resulting from the assistance available through the housing program.

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They presented the service statistics for 2020-2021 as follows:

Victim Services

- 481 Individual Victims
- 1827 Direct Victim Contacts
- 865 Provided Case Notification/Update
- 33 Crisis Assistance
- 88 Housing Assistance Award
- 33 Crim Victims Reparation Assistance
- 112 Protective order assistance

Housing Assistance

- 88 awards given
- $68,935.20 awarded

Ms. Allen commented the housing program was unique because it could help victims of violent crime with resources they might not have otherwise. Ms. Kometscher commented that domestic violence was specific to violence from an intimate partner; however, the program also assisted victims of family violence. She added that even if individuals did not qualify for financial assistance, she was helping victims find other resources that could create safer environments. Stuart Williams added that the programs helped fill a gap that Safe Harbor could not fill because the violence was not from an intimate partner. Ms. Allen informed the Council that prior to the availability of the funding from the program, victims were required to be homeless before they had access to the funding they needed.

UTOPIA Update

Summer Palmer, Assistant City Manager, reported the last area to receive UTOPIA was 80 percent complete and the remaining 20 percent would be released for sales in January 2022, if not sooner. She stated there were some areas where the Homeowners Association had restrictions that UTOPIA had worked with to get the areas released.

Development Projects

Spencer Brimley, Community Development Director, reported the Argentine Corner restaurant project at Clearfield Junction was ready for building permits. JJ Allen, City Manager, added the agreement with Argentine Corner would need an addendum in the near future because it required occupancy by December 31, 2021.

Mr. Brimley also reported that the Lifetime Products shipping facility was ready for occupancy and looked like there would be ribbon cutting around February 2, 2022. Councilmember Bush suggested the Council tour the building. Mr. Allen commented a tour could be arranged.

Mr. Brimley reported the Holiday Oil at 1000 East and Antelope Drive was under construction. He also explained there had been a lot of questions from Syracuse City residents on the Destination Homes project, which was moving forward on 1000 West. Mr. Brimley also reported

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the construction of a mixed-use building by Phoenix Services on State Street was nearly complete.

Councilmember Phipps asked about the townhome project near Winegars on 300 North that started construction, but project seemed to have stalled. Mr. Brimley explained there were three development partners and two had experienced health problems delaying the project as well as supply chain issues, but things were beginning to move forward again.

Financial Update

Rich Knapp, Finance Manager, reported on the top four General Fund revenues: Sales Tax, Property, Energy, and Aquatic. He stated early projections exceeded budget projections by 1.2 million dollars. He also reported on the available one-time source revenues: building permits, GO Bond recapture, General Fund reserves, and the sale of the library property near Bicentennial Park. He also reviewed the City's debt with the Council. He reminded the Council that new utility rates would take effect in January 2022.

2021 Employee Recognition

JJ Allen, City Manager, reviewed the recent employee recognition awards with the Council.

REVIEW THE SUBMISSIONS RECEIVED FOR THE CENTENNIAL LOGO

Curtis Dickson, Community Services Department Deputy Director, thanked Shaundra Rushton, Kelli Bybee, and Jayden Martin for their efforts marketing the Centennial Logo contest. He reported sixteen nominations were received and narrowed to five nominations for the Council's consideration. The Council was able to vote on the presentation anonymously. First place was awarded to the logo with a wagon wheel and city skyline. Second place was awarded to the logo with city skyline on top and more rural skyline on the bottom.

DISCUSSION ON PROPOSED AMENDMENTS TO THE DEVELOPMENT AGREEMENT WITH THE CITY, CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA), AND CLEARFIELD JUNCTION, LLC

Spencer Brimley, Community Development Director, reviewed the history of the Clearfield Junction development. He explained the current owner was under contract for the sale of the two buildings along Main Street, which motivated him to complete items that had long remained unfinished. He stated the amendments to the Development Agreement for the project had two purposes: 1) bring items that were out of compliance into compliance, and 2) increase the outside amenities by incorporating gathering spaces into the existing buildings.

The applicant requested the following amendments to the Development Agreement:

- Removal of the proposed clubhouse from the plan.
- Construction of the gym and leasing office, originally planned for the clubhouse, would be no more than 2,000 square feet combined and located in the bottom floor of Building One reducing the required retail space.

- Construction of a larger pool and hot tub than was previously approved.
- Deletion of 425 total square feet of landscaping in some areas while adding another 740 total square feet in other areas. The proposal would be a deviation from the Form Based Code (FBC) and an accommodation because it was constructed incorrectly.
- Reduction of parking spaces by approximately five to seven spaces to provide a second fire apparatus access from the Hidden Glen Mobile Home Park.
- Replacing the proposed kid splash pad and horseshoe pit with a barbeque area and a fire pit area, both with outside seating.

Staff expressed concerns with the landscaping, parking, and fire access. The landscaping amendments being proposed were the result of the applicant not meeting the landscaping requirements of the Form Based Code because construction was done incorrectly. The removal of parking spaces would have an impact on the overall parking count, number of covered parking spaces, and the carport structures yet to be installed, landscaping, lighting, and such. The site was already struggling with sufficient parking and further reducing the parking area would significantly impact those existing issues. The second fire access point is not ideal and had not been approved by the North Davis Fire District. Failure to meet the second access requirement would result in the total apartment count of the project being limited to less than 200 residential units leaving the fourth floor of the last building unoccupied in order to meet fire code standards. Staff was requesting evidence to ensure the future access would be free and clear of mobile homes, or other impediments; and an access agreement between both property owners granting the access in perpetuity.

Councilmember Bush asked how much retail space would be lost with the proposed amendment. Mr. Brimley stated he would have to look at the specific calculations, but the original plan was approximately 20,000 square feet of retail space and the amendment would still provide approximately 16,000 square feet.

Mr. Brimley reported the Planning Commission recommended approval of the amendments with the following conditions:

1. The proposed amendments will be drafted into the proper form as an addendum and be submitted for review prior to the public hearing by the Clearfield City Council.

2. This access lane must be approved and the required agreement between the properties must be provided to the City and Fire District for review and approval. Approval for the location of the second access is not approval of the access, which will be required prior to final approvals. All items outlined in the North Davis Fire District letter, dated November 16th, 2021, must be completed prior to any approvals.

3. The detail for each amendment request shall be provided in final form with the required engineering and landscape architects stamps, prior to the hearing by the Clearfield City Council.
Items required will be:
    a. Building plans and details for inclusion of gym and leasing office within the north building.
    b. Gathering space and game room provided in Building 2.

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c. Pool shed detail and designs shall be provided in conformance with the Form Based Code standards for accessory buildings.
d. Details for parking relocation within the project, including details for exact location of future access and engineered drawings to address all aspects required in the North Davis Fire District letter, dated November 16, 2021.
e. Parking that will be removed by second access should be evaluated for relocation to an area adjacent to building 1 and 2 to accommodate parking issues and concerns or some other location within the project site.
f. Proposed amenities shall be shown on resubmitted engineered drawings including, locations of amenity, square footage calculations, and all required details for the BBQ area, fire pit and all furniture proposed for the seating areas. All amenities must be to the commercial standards and must be resubmitted for staff review.

4. Landscaping shall be installed per approved site plan with existing landscape items to be relocated to allow for second full access. Details for landscape square footage, materials, plants, etc. to be provided by applicant that outline all quantities, square footages, plant type and materials in accordance with approved plans, and any detail to address changes to quantities, square footages, plant type and materials, etc.

Councilmember Bush asked if there would be landscaping on the west of the development as a barrier to the railroad tracks. Mr. Brimley stated there were landscaping requirements for that area.

Councilmember Bush commented he had no problem with the landscaping changes if the required percentages were not reduced overall. He also stated any parking spaces being removed needed to be included somewhere else in the development. He further explained he would not vote to approve any amendments to the development agreement until the lights on Main Street were installed and working.

Mr. Brimley explained a lot of the proposed amendments were at the request of the potential buyer. He stated the needed improvements were being made quickly to accommodate the pending sale. He expressed his optimism that the long outstanding list of deficiencies would be addressed quickly.

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Councilmember Bush moved to adjourn the work session and reconvene in policy session at 6:59 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, and Phipps. Voting NO – None. Councilmembers Roper and Thompson were not present for the vote.

The Council reconvened in work session at 8:10 p.m.

DISCUSSION ON PROPOSED AMENDMENTS TO THE DEVELOPMENT AGREEMENT WITH THE CITY, CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA), AND CLEARFIELD JUNCTION, LLC CONT'D

Donovan Gilliland, developer and applicant, acknowledged Councilmember Bush's concern about the streetlights on Main Street. He assured the Council the streetlights would be installed and working within 60 days.

Brad McIlrath, Senior Planner, explained the City had a punch list of all outstanding issues and was tracking their completion. He commented the punch list had been in place for quite some time with no movement; however, the developer was working quickly to address each of the items. He noted the landscaping issues would likely not be addressed until spring.

Councilmember Peterson asked if there was an escrow account in place that would assure the completion of the landscaping. There was a discussion about the existing escrow account and whether it could be used to complete landscaping issues and what options were available to the City to guarantee the landscaping was completed in the spring. Mr. McIlrath responded the escrow account in place was intended to address outstanding landscaping issues as well as other items, if necessary.

Councilmember Peterson expressed her frustration with project and the number of items the developer had not addressed over an extended period. She commented she wanted to have an end date in place for all items on the punch list prior to approving any amendments to the Development Agreement. Mr. Brimley responded staff had the list and was working with the developer on the outstanding issues. Councilmember Bush wanted to see the list prior to approving any amendments to the Development Agreement.

Councilmember Peterson reiterated her frustration with the lack of attention by the developer to the outstanding issues. She wanted a firm end date in place for the completion of each item. She suggested a monetary tie to that end date being met by the developer prior to approving any amendments to the Development Agreement.

Councilmember Peterson expressed concern with the extensive staff time being used to monitor the project. She asked if additional fees were being assessed for the extra work needed to manage the project. Mr. Brimley explained there was no fee in place to address land use inspection. Councilmember Peterson suggested that might need to be considered at a future date. Mr. McIlrath explained most other municipalities didn't allow occupancy until outstanding issues were resolved.

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Mr. Brimley reviewed the square footage being proposed for the leasing office and fitness area and asked if there were any issues with the proposal. Mayor Shepherd commented he would like to see the fitness area larger than proposed. He suggested 1,500 square feet might be more practical. There was discussion about the appropriate size for the fitness area. It was determined that anything over 1,250 square feet was sufficient.

Mr. Brimley asked the Council if it was comfortable with the changes to the pool. There was a discussion about the size of the pool. It was determined to keep at 1,100 to 1,200 square feet or approximately 36 feet by 31 feet.

DISCUSSION ON A REQUEST TO REZONE PROPERTIES LOCATED AT APPROXIMATELY 564 SOUTH 800 EAST (TINS: 12-018-0005, 12-018-0006, 12-018-0007, AND 12-004-0172) FROM R-1-8 (RESIDENTIAL) TO R-1-6 (RESIDENTIAL)

Brad McIlrath, Senior Planner, explained the City received a rezone request for the property located at approximately 564 South 800 East, formerly St. Mary's Church, to accommodate a single-family development. He stated the area supported the use of the R-1-6 zone as an infill project and was supported by the General Plan. He continued it also conformed to the residential uses already in the area. He reported staff recommended approval and the Planning Commission recommended approval to City Council because it was the highest and best use for the property. Mr. McIlrath informed the Council that the developer originally wanted a multi-family development but was told the R-1-6 zone was the best use for the property and in conformance with the current General Plan.

Councilmember Peterson asked if there were any height restrictions for the buildings. Mr. McIlrath responded the ordinance allowed two story homes. Mr. McIlrath explained the developer hoped to develop twelve to fourteen lots on the property; however, that calculation did not include the necessary roads. He continued once the subdivision was laid out it would be fewer lots and there might be a need for as many as two flag lots because it was infill.

Councilmember Bush expressed concern with infill developments that left other undeveloped properties nearby. He pointed out there were lots to the north and south of the proposed development that would remain weed patches because they were not part of the project. He asked if the developer had pursued the purchase of those properties. Mr. McIlrath responded the developer had been encouraged to reach out to the property owners. Mayor Shepherd agreed that infill development was a challenge, but the City couldn't force the developer to pursue the purchase of additional properties. He suggested it might be a good change to the ordinance. Councilmember Bush suggested stubbing the road to the north in preparation for future development.

DISCUSSION ON THE AWARD OF PROPOSAL FOR THE DESIGN SERVICES FOR LANDSCAPING OF THE CITY'S INTERCHANGES

Eric Howes, Community Service Director, stated the City Council had recently bonded to complete the design and construction for landscaping at the 650 North and 700 South I-15 interchanges. He reported staff recently solicited proposals for the design services and two

proposals were received. The proposals were reviewed and scored based on "conformance to the Request for Proposal (RFP)," "relevant experience and expertise of the team," "approach methodology, and timeline," and the "total cost" of the proposals.

Mr. Howes commented the project would be very complex and would require a great deal of cooperation from the Utah Department of Transportation every step along the way. He stated it was important to have a design team that had expertise in working with UDOT, dealing with slopes along the bridges, and working to secure water and power issues. He recommended awarding the proposal to JUB Engineering for an estimated cost of $79,500. He acknowledged that JUB Engineering had the higher price, but the team assembled to manage the project had considerable expertise and the price reflected that advantage. He stated both proposals were below what was anticipated for the design.

Councilmember Phipps commented the JUB proposal appeared to acknowledge the magnitude of the project. Mr. Howes agreed and commented there were significant differences between the teams assembled to handle the project. Councilmember Peterson commented the City would be investing a huge amount to change the image of Clearfield and needed the highest standard of expertise possible for the project.

Councilmember Bush moved to adjourn as the City Council and reconvene as the CDRA in work session at 9:02 p.m., seconded by Councilmember Phipps. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Phipps, and Peterson. Voting NO – None. Councilmembers Roper and Thompson were not present for the vote.

The minutes for the CDRA are in a separate location

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STAFF REPORT

To: Mayor Shepherd and City Council Members

From: Rich Knapp, Finance Manager

Meeting Date: January 11, 2022

Subject: Annual Financial Report FY 2021

Recommended Action

No action. Discussion only.

Description / Background

The Section 10-6-150 of the Utah Code Unannotated, and section III.D.01 of the State of Utah Uniform Accounting Manual require third class cities to prepare an annual financial report that complies with Governmental Accounting Standards Board (GASB) statements, and presented in conformity with Generally Accepted Accounting Principles (GAAP), and that an independent certified public accountant conduct an annual audit. The City has contracted with Ulrich and Associates, P.C., Certified Public Accountants. Their independent auditor's report has been included in this report.

This report is published to provide the Mayor and City Council, staff, residents, the State of Utah and other interested groups, including investors, creditors, and grantor agencies, with detailed information concerning the financial condition and activities of the city government.

City management provided a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Letter of Transmittal and a Management's Discussion and Analysis (MD&A).

Corresponding Policy Priorities

Providing quality municipal services through fiscal responsibility, transparency, and ethics.

Fiscal Impact

Informational

Alternatives

N/A

Schedule / Time Constraints

N/A

List of Attachments

The Annual Financial Report FY 2021 will be emailed separately and posted on the City's website once it is available.

STAFF REPORT

To: Mayor Shepherd and City Council Members

From: Spencer W. Brimley, Community Development Director

Meeting Date: Tuesday, January 11, 2022

Subject: Clearfield Junction Development Agreement Amendment (Second Addendum)

Recommended Action

After careful consideration and analysis of the information presented, the Clearfield City Council moves to:

- **Approve DA 2021-100100**, to address the requested amendments to the Clearfield Junction Development Agreement. **Location:** 101, 69, 49, & 19 N. Main Street (TIN: 12-930-0001, 12-930-0002, 12-930-0004, & 12-930-0005). **Parcel Area:** 5.48 Acres. **Zone:** T-C (Town Mixed Commerce).
- **Deny DA 2021-100100**, to address the requested amendments to the Clearfield Junction Development Agreement. **Location:** 101, 69, 49, & 19 N. Main Street (TIN: 12-930-0001, 12-930-0002, 12-930-0004, & 12-930-0005). **Parcel Area:** 5.48 Acres. **Zone:** T-C (Town Mixed Commerce).
- **Table DA 2021-100100** and request additional time to consider the proposal.

Planning Commission action:

During their meeting on December 1st the Planning Commission discussed the proposed amendments to the Clearfield Junction DA and recommended approval in accordance with the staff recommendations.

Description

This 217-unit residential and commercial mixed-use development has constructed the first two (2) mixed-use buildings on the east side of the project along Main Street (SR-126), with some of the frontage improvements and a portion of the parking lot improvements. The entire development includes a mix of 1, 2, and 3-bedroom units, along with 20,000 square feet of retail space. The applicant is under contract for the sale of the two buildings along Main Street, which has motivated the applicant to complete items that have long been unfinished. The applicant's request for the proposed amendments is to bring items that are out of compliance into compliance through the proposed amendments, and to increase outside amenities by incorporating gathering space within the existing buildings.

The project was approved under zoning regulations in the T-R (Town Residential) zoning district with a development agreement to allow modifications from the Form-Based Code. However, since the project was approved the zoning designation has been changed to T-C (Town Mixed Commerce).

Development Agreement Background

- DA Approved: May of 2018, which outlined the applicants' duties for development as it related to incentives.

- First Addendum: In December of 2018 the Council approved an addendum to the agreement that outlined several modifications to the code, as requested by the applicant.

- Second Addendum: The proposed changes to the development agreement are more specifically identified as items related to the site plan approval, but as such require approval of the Planning Commission and City Council through an additional addendum to the DA. Below is the outline of the requested amendments.

Request to amend DA (second addendum)

1. Gym/Leasing Office: A gym is proposed to be constructed in the bottom floor of Building 1. The gym and leasing office square footage will be a final configuration of no more than 2,000 square feet combined. Leasing Office moved: Instead of being in the clubhouse, the leasing office will be moved to the back of the bottom floor of Building 1.

2. Pool and Hot Tub: A larger pool and hot tub than was previously approved will be constructed in its place.

3. Clubhouse: The clubhouse building is proposed not to be constructed, but rather the clubhouse becomes an option that may be constructed in Building 2. This reduction of the commercial/retail space would reduce in size to better facilitate a lease, per the applicant.

4. Landscaping: The landscape area located within the southeast frontage of Building 2 (future ground story restaurant location for Argentine Corner) will be removed to allow for outdoor dining along with other changes to landscape areas as shown on attached drawing.

    a) Applicant proposes the following for the landscape changes:

        i. 425 total SQUARE FOOTAGE of landscape area to be removed or not constructed
            a. 37.5 square footage back of building 1
            b. 37.5 square footage back pf building 2
            c. 200 square footage Corner
            d. 150 square footage North
        ii. 740 total SQUARE FOOTAGE of landscape area to be added
            a. 200 square footage Sign area – already exists, just needs to be refurbished.
            b. 540 square footage front of building 3

5. Parking and Fire Access: The applicant it proposing to reduce parking spaces by approximately 5-7 spaces, at two locations to allow for a second fire apparatus access from the Hidden Glen Mobile Home Park. (This information is shown in the graphic provided by the applicant).

6. Other amenities: The kid splash pad will be replaced with a BBQ area with outside seating and the horseshoe pit will be replaced with a fire pit with outside seating.

2018 Site Plan Approval and Requirements

The development agreement, with its addendum and site plan were approved in 2018. The DA with is addendum in connection with the FBC govern what is allowed to be developed within the Clearfield Junction project. The FBC required certain standards and elements that were permitted to be modified through the addendum approved in December of 2018. To date there have been no approvals granted for reductions or changes to the site standards or development standards for the project, other than what was allowed in 2018. The list of requests from the applicant include items that have yet to be approved and items that were constructed out of compliance and now the applicant is requesting they be granted as a part of this request to amend/modify certain standards for this project. The staff analysis below provides the necessary review of the requested amendments, with recommendations.

1. Gym and Leasing Office: The applicant has amended the site plan for the gym and leasing office to allocated 1,250 SF to the gym and 670 SF to the leasing office. This would still allow for two retail spaces along main street with sizes that would be 1,150 square feet and 1,300 square feet as shown on the plans.

2. Pool/Hot tub: The applicant is showing a pool of approximately that is 33 x 38 (approx. 1,254 SF). Hot tub measurement is not provided, but the drawing seems to match the approximate size that is required by staff.

3. Clubhouse: The clubhouse required in the original approval was for a separate building. This building could also have been the place where the pool equipment, pumps, etc. to be housed. The applicant is requesting building be moved internally to building 2, subsequently reducing the useable retail space. If the clubhouse use is moved into the building it would reduce the overall retail space by 1,820 SF. The programming of the room would still be up to the applicant/owner of the project if this request is approved.

4. Landscaping: The applicant is proposing a net increase to landscaping. The applicant has revised drawings better illustrating landscaping for the site, along with the requested changes. The applicant also has not installed the required landscaping adjacent to the buildings as required by the code. The applicant is seeking this amendment to bring the current installation into some conformance instead of adjusting it to comply with the form-based code.

    a. Removal landscape square feet

i. 37.5 square footage Back – required but not completed
ii. 37.5 square footage Back – required but not completed
iii. 200 square footage – required but not completed – Argentine corner entry way.
iv. 150 square footage North – Argentine corner entry way, required but not completed
v. *107 square feet from for fire access – This would be necessary to accommodate the fire access.

b. Proposed for square feet to be added
vi. 568 square footage Front – Developer is proposing to reduce 8-foot sidewalk to 5 feet to provide a 3-foot wide by 180 feet long planter between the sidewalk and the building.
vii. *270 square feet with additional planter
viii. *854 square feet to been added around pool area

The reductions requested are to address issues created by the applicant and allow for a lesser standard, rather than meeting the required standards of the FBC. Additionally, the applicant has not included the reductions in landscape that would be created by a new second access point from the Hidden Glen Mobile Home Park, which only further reduces the required landscape area. The Planning Commission felt that the amount of landscape that was provided with the original approval should be required. In concept it seems the applicant can meet that standard, through adding landscape in other areas.

5. Parking: The applicant is proposing to remove 5 stalls for the purpose of creating a second fire apparatus access. This will have an impact on the overall parking count, number of covered parking spaces and the carport structures (yet to be installed), landscaping, lighting, etc. The applicant has proposed to add four additional stalls close to the gym/BBQ area, and one stall by adjusting the landscape island near the new access. This will make parking a net neutral on the number of stalls.

6. Fire Access: The proposed fire apparatus access has been narrowed down to one location. The Fire District has provided a letter, dated December 15th, 2021, that outlines the requirements for access to be granted, in order to allow full occupancy of all buildings and floors. The letter does not grant approval for the access, only to outline what is required. Additionally, the applicant will be required to demonstrate and provide the following:

a) A single access on the western edge of the project, between the mobile home park and the Clearfield Junction parking area will allow for better truck access for turning radii and circulation.

b) Staff is requesting the applicant provide evidence to ensure the future access will be free and clear of mobile homes, or other impediments. The applicant must provide a plan along with an agreement between the parties for the access to be approved. That access will

have to allow full access of the mobile home park roads to access this development as well as access for the mobile home park residents to access this development. This could be a great benefit for both parties and provide more direct access to the library for residents in the mobile home park.

c) Documentation of an access agreement between both property owners (the apartments, and the mobile home park) states the access will be granted and exist in perpetuity and may never be terminated, must be provided for review before any approval may be granted for this access.

7. Other Amenities: Staff does not have concerns or issues with the removal of the splash pad, and the horseshoe pits. The BBQ area is approximately 1,000 square feet and contains areas for two grills and possible two groups. The fire pit area is approximately 1,000 square feet as well. Both amenities have been included on an updated plan set to demonstrate how all amenities will fit into the site.

   Additionally, the western most building in this project will still require a tot lot, BBQ area, and dog park as shown on the original approved plans. The requested amendments do not remove the applicant's responsibility to complete all other amenities for the site and all other improvements required under the original approval from May 2018.

Corresponding Policy Priorities

- Improving Clearfield's Image, Livability, and Economy

Hedgehog Score

This proposal was not run through the hedgehog analysis tool given this was a private request for consideration.

Fiscal Impact

There is not fiscal impact to the city related to this request. The developer has negotiated the sale of property and is anticipating an approval from the Council to proceed with the close of sale.

Alternatives

The Council may choose to suggest additional changes to the request to approve the amendments. Any additional changes will need to be articulated for staff to include in the addendum for the amendments.

Schedule / Time Constraints

There are time constraints on the applicant for the sale of the property, but no time constraints or schedule has been imposed on the Council in relation to this request.

List of Attachments

- Attachment #1 - DRAFT DA addendum
- Attachment #2 - Outstanding Punch list items
- Attachment #3 - Revised exhibits for amendments

SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN CLEARFIELD JUNCTION, LLC, CLEARFIELD CITY, AND CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

This Second Addendum to the Development Agreement ("Second Addendum") for the Clearfield Junction Development is entered into as of this ____ day of January, 2022, by and between CLEARFIELD JUNCTION, LLC a Utah limited liability company ("Developer"), as owner/developer of certain real property located in Clearfield City, Davis County, Utah to complete the development of a project known as Clearfield Junction (the "Project"), and CLEARFIELD CITY, a political subdivision of the State of Utah ("City"), and CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY ("CDRA"), herein after referred to collectively as, the "Parties."

RECITALS

WHEREAS, Developer, City, and CDRA have entered into a Development Agreement dated May 22, 2018, that outlines the development of the Project.

WHEREAS, the Development Agreement includes a phased plan for the development of the Project.

WHEREAS, Developer has entered into a sale agreement for the sale of Phase 1 and Phase 2 of the Project with Four Peaks Capital, LLC ("Buyer").

WHEREAS, Developer requires the following amendments to the Development Agreement to finalize the sale of Phase 1 and Phase 2 of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Developer and the City and CDRA hereby agree as follows:

AGREEMENT

(1) Recitals. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference.

(2) Development Pursuant to the Development Agreement and First and Second Addendum. The Project shall be developed in accordance with the terms of the Development Agreement, as modified by the First Addendum entered on December 2018, and this Second Addendum of the Development Agreement, as follows:

1. The leasing office and gym will be moved to the bottom floor of building 1 and the proposed outbuilding intended for the clubhouse will not be constructed.
2. A larger pool and hot tub as shown on the attached drawing will be constructed in its place (old pool and hot tub = 1,100SF / new pool and hot tub = 1,375/121SF). (see exhibit B)
3. A gym will be constructed in the bottom floor of building 1. (see exhibit A)

4. An Optional Clubhouse may be constructed in the bottom floor of building 2 if the retail space is unable to be rented at its present size. (see exhibit A)
5. 5 parking spaces will be relocated to accommodate the 5 parking spaces removed for the future second fire apparatus access per the North Davis Fire District letter, dated, December 15th, 2021. (see exhibit A)
6. The landscape area by Argentine Corner will be removed to allow for outdoor dining.
7. Minor changes to Landscape areas as shown on attached drawings which will result in a net increase of landscape area in the amount of 1,621 SF. (see exhibit A)
8. The proposed splash pad will be replaced with a BBQ area and the horseshoe pit will be replaced with a fire pit and sitting area. (see exhibit B)
9. The city punch list items, (with the exception of landscaping which will be started in spring) will be completed within 30 days of the execution of this agreement including all street lighting and tree grates in and along Main Street. (see exhibit C)

(3) Original Agreement. Except for the changes reflected in paragraph 2 above, all other terms and conditions within the Original Development Agreement and First Addendum shall remain in place and applicable to the Parties.

(4) Binding Effect. The provisions of this Second Addendum shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(5) Severability. If any part or provision of this Second Addendum shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Second Addendum except that condition, covenant, or other provision of this Second Addendum shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(6) Miscellaneous.

a. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Second Addendum or in pursuing any remedy provided hereunder or any applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

b. Survival. It is expressly agreed that the terms, covenants and conditions of this Second Addendum shall survive any legal act or conveyance required under this Second Addendum.

c. Headings. The section and other headings contained in this Second Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Second Addendum.

IN WITNESS WHEREOF, the parties have executed this Second Addendum to the Development Agreement for the Clearfield Junction Development the day and years first above written.

CITY:

_____
Mark Shepherd, Mayor

ATTEST:

_____
Nancy Dean, City Recorder

APPROVED AS TO LEGAL FORM

_____
Stuart E. Williams, City Attorney

CDRA:

_____
Nike Peterson, Chair

DEVELOPER:

CLEARFIELD JUNCTION LLC, a Utah limited liability company, by its manager Donovan Gilliland.

By: _____

Name: Donovan Gilliland

Title: Manager

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
: SS
COUNTY OF }

On the_____day of_____, 2022, Donovan Gilliland personally appeared before me_____, who being by me duly sworn, did say that he is the Manager and Owner of CLEARFIELD JUNCTION, LLC, that the Second Addendum to the Development Agreement between Clearfield Junction, LLC, Clearfield City, and Clearfield Community Development and Renewal Agency was signed on behalf of said corporation by his signature under authority.

Notary Public: _____

Residing at: _____

Commission Expires: _____

Clearfield Junction Outstanding Items as of 12/8/2021

1. Paint splattered at the base of the building and upper floors that must be cleaned up.

2. Landscaping in front of commercial space not installed as approved and required. No modification is being considered for this nor has one been granted.

3. Holes for awning that was removed have not been fixed. These are required to be filled to match brick exterior color. The holes have been patched with some sort of material but not finished to match the brick.

4. Missing concrete in buffer area must be installed per approval and required standards. These areas have likely remained open for the installation of the six approved streetlights. No streetlights have been installed to date.

5. Wrong tree grates have been installed in the Main Street tree planters. Correct tree grates are required to be installed to replace existing grate. Brick has been removed that was not approved. The tree grates and brick pattern must be completed to an exact match of the pattern and design installed at the Clearfield Library with the tree grates anchored to concrete and surrounded by brick per the specification provided to the applicant.

6. Balcony railing is missing and has not been installed per approved plans and appropriate specs. Glass panels continue to break and the spacing between the glass panels is inconsistent. The railings have begun to be installed but are not complete as of 12/8/2021. Still missing balcony glass on some balconies and panels on others.

7. Broken sidewalk still not repaired, and communication box is sticking out of ground, beyond what is permissible. Need to level this area to bring communication box down and repair sidewalk.

8. Dead landscaping, dirt has not properly been installed to be covered by rock landscaping, dog poop throughout the project, etc.

9. Exposed irrigation lines not installed correctly and must be installed per approved plans. Weeds throughout project landscaping indicate barriers were not installed or installed incorrectly. The landscaping has continued to deteriorate with dead and/or missing shrubs and trees. At this point, it is staff's opinion that the landscaping should be completely redone to comply with the approved landscaping plans.

10. Unfinished and exposed insulation throughout the project. Foundation insulation was installed incorrectly and makes for a visual blight on the project. Most insulation has just been ripped off at the top and is still exposed. The insulation has been removed, but the concrete is still exposed and seems to need some sort of finish. Looks incomplete and of poor quality.

11. Bicycle parking islands not completed and forms for concrete pads still around perimeters. Concrete forms located under the utilities need to be completed. A railing may be needed due to the height of these steps for the utilities. The bicycle parking areas are now half finished and not level with the rest of the bicycle parking area and are not acceptable. The concrete pads under the utilities no longer have the forms but are high and may still need a railing. They are also not finished and of poor quality.

12. Landscaping areas around the buildings need to be no less than 4 feet wide as required by code. Need to widen to comply with this standard. (See pictures above)

13. Broken concrete curbs need to be repaired. Broken or unfinished concrete with building foundation and exposed insulation. Still the case.

14. Poor construction methods. Concerns with electrical lines and water lines in the same trench. Erosion of electrical box. Likely a water leak and city not informed of water leak. Items of this nature can and will be reported to WC3, North Davis Fire, DOPL, DEQ, EPA, OSHA and Rocky Mountain Power.

15. Disturbance of bridge slope. Specifically prohibited with project approval. Looks to have worsened by 12/8/2021.

16. SWPPP violations have improved but still exist.

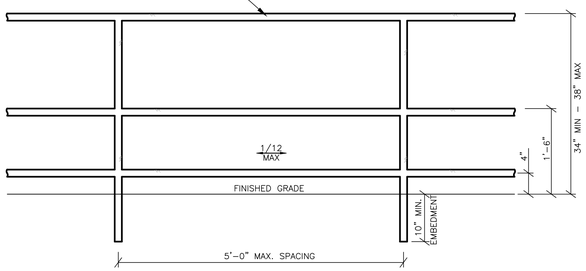
17. Unfinished floor for interior entry. Spilled paint and cracked concrete.

18. Trees along Main Street are dead.

19. Piping extends far from the building exterior.

20. Installed site lighting design not approved.

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Hardrail Detail

SCALE: NONE

NOTE:
2.0% MAX CROSS SLOPE
1:2 MAX RUNNING SLOPE

40 0 40 80 120

Scale: 1" = 40'

Landscape Data

LOCATION	REMOVED	NEW
BUILDING 1	37 S.F.	–
BUILDING 2	276 S.F.	–
BUILDING 3	–	568 S.F.
POOL AREA	–	854 S.F.
FIRE ACCESS	107 S.F.	270 S.F.
TOTAL AREA	420 S.F.	1,692 S.F.

Legend

= ADDITIONAL LANDSCAPE

= LANDSCAPE TO BE REMOVED

POOL BY PROPERLY LICENSED CONTRACTOR DEFERRED SUBMITTAL

Site Information

OUTDOOR PARKING STALLS	323	
OUTDOOR ADA PARKING STALLS	8	
GARAGE ADA PARKING STALLS	1	
PARKING GARAGE PROVIDED	44	
TOTAL PARKING STALLS	376	
TOTAL PARCEL AREA	238,856 s.f.	
BUILDING AREA	82,893 s.f.	34.7%
PAVED AREA	107,450 s.f.	45.0%
TOTAL BUILDING & PAVED	190,343 s.f.	79.7%
TOTAL OPEN SPACE/LANDSCAPE	48,513 s.f.	20.3%
		100.0%

NOTE:
- PARKING STALLS 9' WIDE UNLESS NOTED OTHERWISE.
- LIBRARY PARCEL IS NOT INCLUDED IN SITE DATA TABLE.

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REVISIONS

DATE	DESCRIPTION
10-29-18 NF	City Comments
11-06-18 NF	City Comments
12-12-18 NF	City Comments
08-07-19 NF	Grading on South
02-14-20 NF	Adjusted SS Layout
04-09-20 NF	Adjust Bldg Layout
04-29-20 NF	Adjust Bldg Layout
06-17-20 NF	Added Site Data

Clearfield Junction Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UT

Site Plan

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.

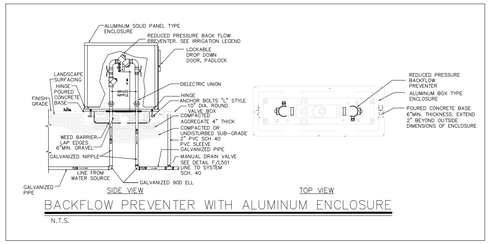
Engineer: J. NATE REEVE
Drafter: N. FICKLIN
Begin Date: SEPTEMBER, 2018
Name: CLEARFIELD JUNCTION SUBDIVISION
Number: 6975-04

Sheet 4 of 11 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

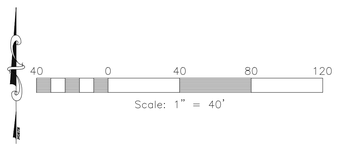
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BACKFLOW PREVENTER WITH ALUMINUM ENCLOSURE

N.T.S.



APPROXIMATE LOCATION OF STREET LIGHT LAMPPOSTS. SEE SHEETS E501 & E502 FOR MORE INFORMATION.

IRRIGATION SHALL HAVE APPROVED BACK FLOW DEVICES

7'-0" Brick Pavers to be Added From TBC Along State Street (See Site Plan For More Details)

MAINTENANCE OF THE LANDSCAPED ELEMENTS ASSOCIATED WITH THE PARK STRIP ALONG MAIN STREET SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

Plant Table

TREES

Quantity	Symbol	Scientific Name	Common Name	Planting Size
8		Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2" cal.
30		Carpinus betulus 'Fastigiata'	Columnar Hornbeam	1 1/2" cal.
9		Fraxinus americana 'Autumn Applause'	Autumn Applause Ash	2" cal.
13		Gleditsia tria. iner. 'Imperial'	Imperial Honeylocust	2" cal.
18		Picea pungens fastigiata 'Totem'	Totem Spruce	8' B&B
4		Pinus nigra	Austrian Pine	8' B&B
51		Populus tremuloides (in clusters)	Quaking Aspen Clusters	10' Tall
12		Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	1.5" cal.
6		Ulmus propinqua "JFS-Bieberich'	Emerald Sunshine Elm	2" cal.

TOTAL TREES: 141 (151 - 10 street trees) (3 ADDITIONAL TREES)

SHRUBS

Quantity	Symbol	Scientific Name	Common Name	Planting Size
74		Buxus microphylla 'Winter Gem'	Winter Gem boxwood	3 gal.
12		Euonymus alatas 'Compacta'	Dwarf Burning Bush	3 gal.
56		Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	3 gal.
101		Juniperus sabina 'Buffalo'	Buffalo Juniper	3 gal.
72		Potentilla frut. 'Gold Drop' or equal	Gold Drop Potentilla or equal	3 gal.
58		Rosa noatrum	Flower Carpet Rose	3 gal.
40		Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	3 gal.

TOTAL SHRUBS: 413 (32 ADDITIONAL SHRUBS)

PERENNIALS

Quantity	Symbol	Scientific Name	Common Name	Planting Size
64		Calamagrostis 'Karl Foerster'	Karl Foerster Grass	1 gal.
115		Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.
48		Hosta spp.	Hosta	1 gal.
68		Iris pallida 'Variegata'	Variegated Sweet Iris	1 gal.

TOTAL PERENNIALS = 295 (295/2=147 SHRUB CREDITS) (30 ADDITIONAL PERENNIALS)

Decorative Boulders

Turf Grass - To be sodded.

A 3" layer of 2" minus, crushed gravel mulch over Dewitt Pro 5 Weed Barrier Cloth, or equal.

Future library development. Landscape installed by Davis County.

Picnic Bench

Bistro Tables and Chairs

Clearfield City Form-Based Code

STATE STREET REQUIREMENTS (per Chapter 7):

1. Street Lights 90' maximum spacing, double acorn style. See city for specific make and model. See Sheets ES.1 and ES.2 for exact location of street light lampposts.
2. Honeylocust street trees shall be spaced 30'-60' apart, as possible, while avoiding street lights. Trees shall be planted in 5' square tree grates.
3. Place benches every 200' along street, close to sidewalk.

LANDSCAPE REQUIREMENTS (per Chapter 7):

1. 20 Trees/acre, 50 Shrubs/acre, 2 perennials or grasses=1 shrub.
2. 60% maximum of landscape may be turf grass. The use of water-wise plants is suggested.

Landscape Calculations

TOTAL PARCEL: 238,856 SF (5.48 Acres)

TOTAL PARCEL = 110 trees required, 274 shrubs required
Retail/Residential Parcel: 110 Trees req/151 provided, 274 Shrubs req/413 provided

TOTAL TURF GRASS ON COMMERCIAL/RESIDENTIAL SITE: 10,509 SF
TOTAL LANDSCAPE ON COMMERCIAL/RESIDENTIAL SITE: 48,513 SF

(3 ADDITIONAL TREES)
(32 ADDITIONAL SHRUBS)
(30 ADDITIONAL PERENNIALS)

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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS DESCRIPTION DATE

Clearfield Junction Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UTAH

Landscape Plan

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
01/04/2022
STATE OF UTAH

Project Info.

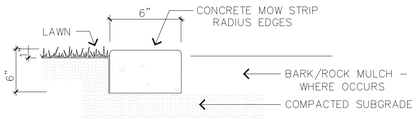
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: JULY 3, 2018
Name: CLEARFIELD JUNCTION SUBDIVISION
Number: 6975-04

Sheet L1 | L3 Sheets

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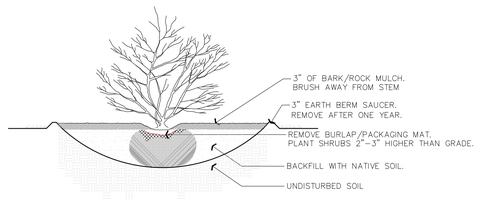
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CONCRETE MOW STRIP

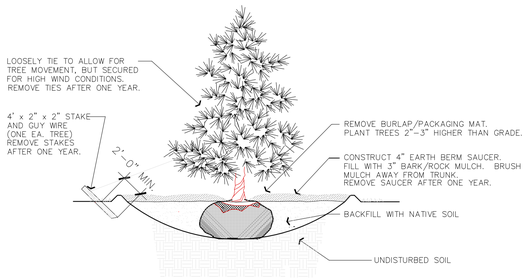
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NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

SHRUB PLANTING

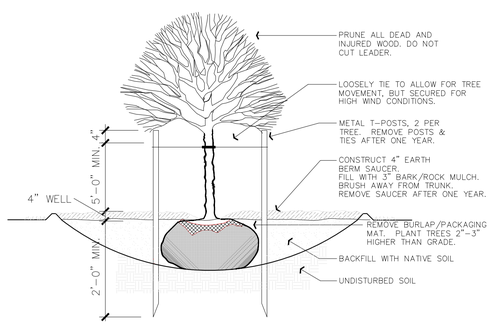
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CONIFEROUS TREE PLANTING

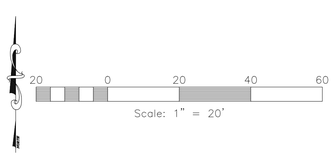
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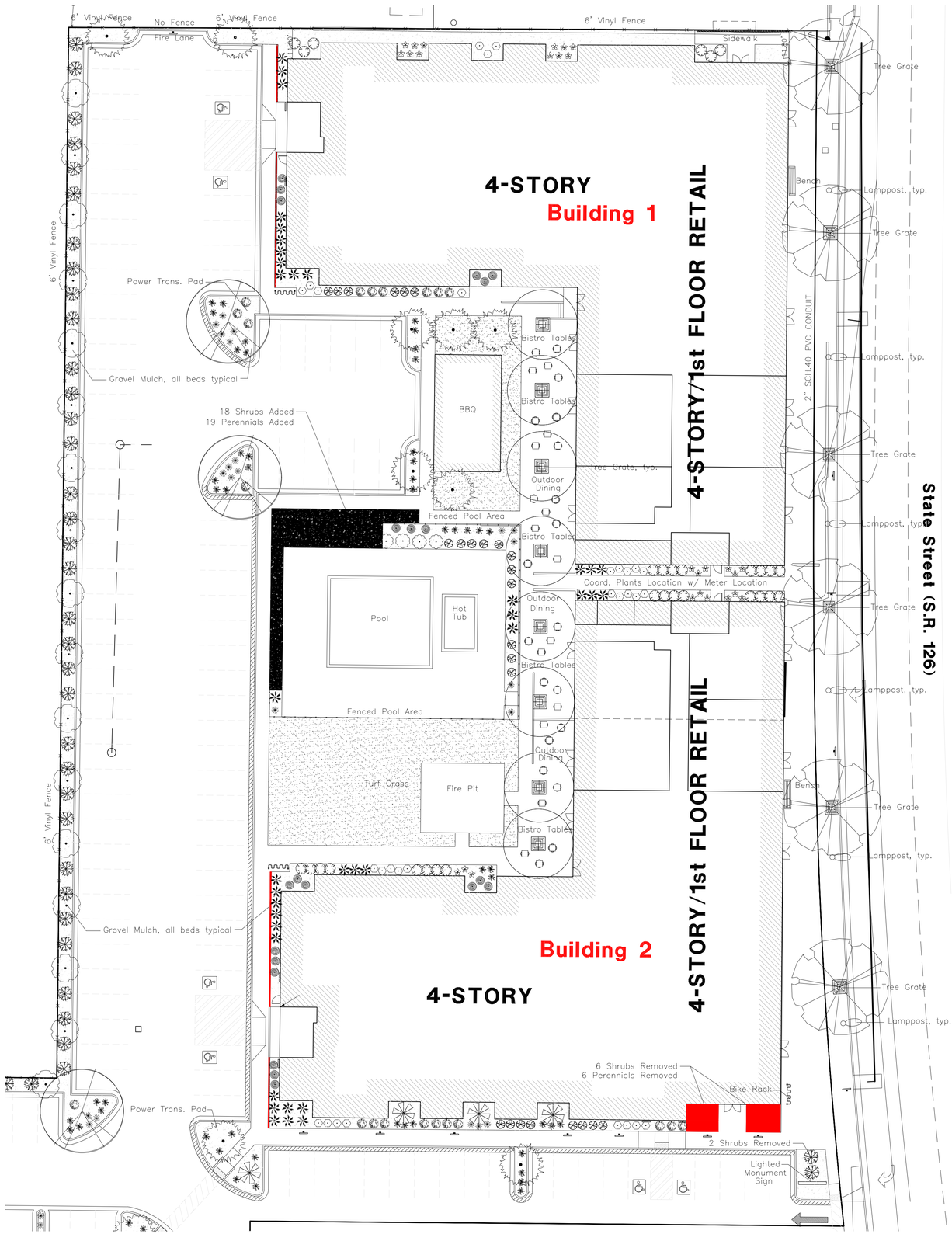


NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE





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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Clearfield Junction Subdivision

CLEARFIELD CITY, DAVIS COUNTY, UTAH

Landscape Plan

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
01/04/2022
STATE OF UTAH

Project Info.

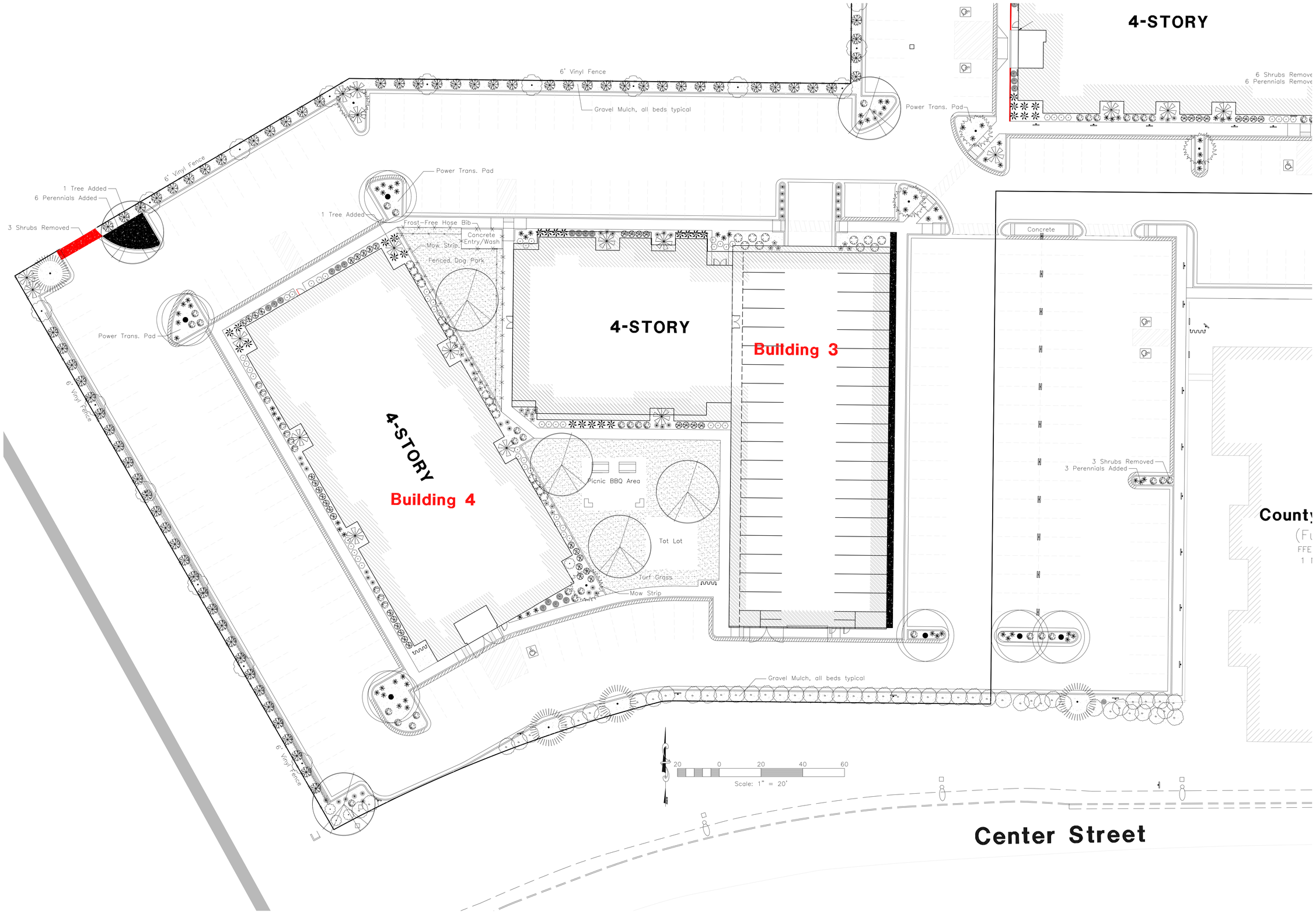
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: JULY 3, 2018
Name: CLEARFIELD JUNCTION SUBDIVISION
Number: 6975-04

Sheet L2 | L3 Sheets

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REVISIONS
DESCRIPTION
DATE

Clearfield Junction Subdivision
CLEARFIELD CITY, DAVIS COUNTY, UTAH

Landscape Plan

REGISTERED PROFESSIONAL ENGINEER
373328
J. NATE REEVE
01/04/2022
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
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Sheet L3
L3 Sheets

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CLEARFIELD CITY ORDINANCE 2022-01

AN ORDINANCE APPROVING AMENDMENTS TO THE DEVELOPMENT AGREEMENT WITH THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AND CLEARFIELD JUNCTION, LLC FOR THE CLEARFIELD JUNCTION PROJECT LOCATED AT APPROXIMATELY 101, 69, 49, AND 19 NORTH MAIN CLEARFIELD, DAVIS COUNTY, UTAH

PREAMBLE: This Ordinance approves amendments to the development agreement with the Community Development and Renewal Agency and Clearfield Junction, LLC for the Clearfield Junction project located at approximately 101, 69, 49, and 19 North Main, Clearfield, Davis County, Utah.

WHEREAS, pursuant to an application received by the City's Community Development office, the City Council must consider amendments to the development agreement with the Community Development and Renewal Agency and Clearfield Junction, LLC for the Clearfield Junction project located at approximately 101, 69, 49, and 19 North Main; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that amendments to development agreement be approved in accordance with the staff recommendations; and

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

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the developer/landowner's position, as well as the Planning Commission's recommendations regarding the proposed amendments to the development agreement; and

WHEREAS, following its public deliberation, the City Council has determined that the amendments to the development agreement proposed by the Planning Commission are in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing the subject properties to be put to their highest and best use;

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

Section 1. Development Agreement: The amendments to the Development Agreement with the Community Development and Renewal Agency and Clearfield Junction, LLC governing the Clearfield Junction project located at approximately 101, 69, 49, and 19 North Main are approved and attached hereto as Exhibit "A".

Section 2. Effective Date: This Ordinance shall become effective only upon the developer's meeting of the conditions precedent as those set forth above and its posting in three public places within Clearfield.

Dated this 11th day of January, 2022, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

_____
Mark R. Shepherd, Mayor

ATTEST

_____
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, January 11, 2021

SUBJECT: Discussion and Possible Action on **RZN 2021-110043**, a zoning map amendment request by Zack Baker with Century 21 Everest Group to rezone the subject properties from R-1-8 (Residential) to R-1-6 (Residential). **Location:** 564 South 800 East (TIN: 12-018-0005, 12-018-0006, 12-018-0007, & 12-004-0172). **Total Project Area:** 2.25 Acres

---

PLANNING COMMISSION RECOMMENDATION

On December 1, 2021, the Clearfield City Planning Commission forwarded a recommendation of approval of **RZN 2021-11043** for the proposed zoning map amendment as requested. The recommendation was made on a unanimous 7-0 vote.

DESCRIPTION / BACKGROUND

The applicant is requesting a zoning map amendment to R-1-6 (Residential) for development of the properties as a single-family subdivision. Due to the shape and location of the properties, the feasibility of a single-family subdivision is greater with the R-1-6 Zone than with the current R-1-8 Zone. The R-1-6 Zone allows single-family homes as a permitted use with a minimum lot size of 6,000 square feet per lot and a total development density no greater than 7.26 units to the acre. As described in the Clearfield City 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 in areas designated as residential on the future land use map." Additionally, "The R-1-6 Zone is an alternative single-family option to multi-family development in areas outside of the downtown corridor and should be used to encourage a mix of housing types throughout the city." Future development of these properties would be possible as infill development only which makes the R-1-6 Zone the appropriate choice for future single-family development.

PUBLIC COMMENT

A property notice was posted on November 18th, 2021, with mailed notices also sent on November 17th, 2021. Staff received one phone call from a property owner in the neighborhood expressing support of the rezone as long as it will not allow apartments. No public comment was made at the Planning Commission meeting.

LAND USE ORDINANCE OR ZONING MAP AMENDMENT ANALYSIS

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

Review Consideration	Staff Analysis
The proposed amendment is in accordance with the General Plan and Map; or	The requested amendment is consistent with the goals of the General Plan and Map as an applicable zone for the residential future land use designation.
Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	The current housing shortage along the Wasatch Front and associated decrease in housing affordability creates an increased housing cost burden for Utahns. Each issue creates an increased demand for housing and the need for all Utah communities to consider the full range of housing opportunities to current and future residents. Smaller lot single-family subdivisions are more efficient with land usage and provide additional single-family options for the city. With a long and narrow property configuration, development of the properties with single-family homes is more feasible within the R-1-6 Zone than the R-1-8 Zone.

GENERAL PLAN ANALYSIS

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

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.*	Rezoning this property allows for additional housing opportunities that would be consistent with the established residential land use pattern in the area. Additional homes in this area that are compatible and complementary in design and location will improve the image of the community and foster a positive and healthy living environment for this neighborhood.
2. *The relationship of planned uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.*	The R-1-6 Zone allows development at a maximum density of 7.26 units for every acre of land with minimum lot areas of 6,000 square feet. Additional single-family residences in this neighborhood can provide additional support for the local businesses, schools, and Bicentennial Park. Existing utilities and the street network are supportive of this land use pattern.
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.*	The development of this property with additional single-family homes will capitalize on the existing neighborhood infrastructure with the Bicentennial Park and the local schools and businesses in the area. The future residences will support the long-term viability and sustainability of this neighborhood.
4. *The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.*	Rezoning this property supports a mix of land uses with stable single-family located within this neighborhood and mixed-use and commercial uses being planned along the State Street Corridor and along 700 South.
5. *Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made*	This rezone is supported by this guideline by making a gradual transition that is compatible with the existing single-family neighborhood.

buffers are not available. Adequate screening and design should be provided to protect existing residential areas form more intense land uses.	
6. *Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.*	If the rezone is approved, the specific design and location of utility connections for this type of development would be reviewed for approval with submittal of construction documents.
7. *Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.*	Clearfield City Staff has reviewed the existing utility infrastructure in the area and has confirmed that it is able to accommodate the current and future homes that this rezone would allow.
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 rezone of this property would not impede connections or linkages with the current public open space system. Residential development of this property will benefit the current open space system and recreational opportunities in the area by providing additional residents within proximity to use Bicentennial Park as well as Fisher Park.
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.*	Not applicable.
10. *The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer*	Medium-density single-family residential as part of the R-1-6 Zone increases housing choice and offers multiple choices in mobility and transportation.

choice in mobility and transportation.	
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.*	Development of the properties with medium-density single-family residential will maximize the value of the property for the landowner and will provide a greater tax base for fiscal sustainability for the City. This development type will be more efficient in the use of public utilities and will provided additional housing opportunities than if developed with large single-family lots.
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.*	Development of the property at this scale will provide additional housing opportunities within proximity of Bicentennial Park and will further maximize the uses of that open space land and park amenities.
13. *Manufacturing and industrial activities should be limited to those areas already zoned for such uses.*	Not applicable.
14. *Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.*	Not applicable.
15. *Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.*	Development of this property with single-family medium-density residential will further support the local neighborhood commerce, public schools, and promote additional use of Bicentennial Park.

A. Goals and Policies of Land Use

The General Plan includes four land use goals with 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.

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 implementation measure has a specific focus on creating a downtown core but also encourage redevelopment and investment to local neighborhoods and commercial districts. The General Plan specifically calls out the use of the R-1-6 Zone for residential infill development which supports implementation measure #2 listed above. The policy to encourage redevelopment and renovation of deteriorating neighborhoods is highlighted with this request by redeveloping underutilized and deteriorating land in an established single-family neighborhood.

B. Transportation

Overall, the transportation chapter of the General Plan provides guidance for capital projects, ongoing maintenance, and long-term improvement planning. As outlined in this chapter, 800 East is classified as a local street which is intended to provide direct access to abutting land uses as

needed for local traffic movement. 800 East provides connections to 700 South (SR 193) to the south and 450 South to the north. Each of those roads provide greater access to the city and region. The transportation chapter includes guidelines and goals with policies and implementation measure like the land use chapter. The creation of a multi-modal transportation network is recommended as well as efforts to make the city more pedestrian friendly. Development of this property with single-family medium-density residential will encourage and support a walkable neighborhood by providing housing close to community amenities such as the nearby schools, Bicentennial and Fisher Parks, and nearby commercial areas. With these amenities within walking distance and by addressing the site design of the property to treat pedestrians equally with automobile traffic, this development can aid in the city becoming more pedestrian-friendly.

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

The proposed zoning map amendment will improve *Clearfield's Image, Livability, and Economy* by providing additional residential uses and an improvement to an underutilized property. Providing additional housing opportunities within proximity of parks, schools, and neighborhood commercial areas improves livability and will help support the local economy. The R-1-6 Zone designation for the residential property is consistent with the surrounding uses and will contribute to the image of the City.

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 **APPROVAL** to the Clearfield City Council for the proposed zoning map amendment. This recommendation is based upon the analysis of the staff report and the following findings:

1. The proposed zoning map amendment is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. The proposed zoning map amendment is necessary to encourage the highest and best use of the land.

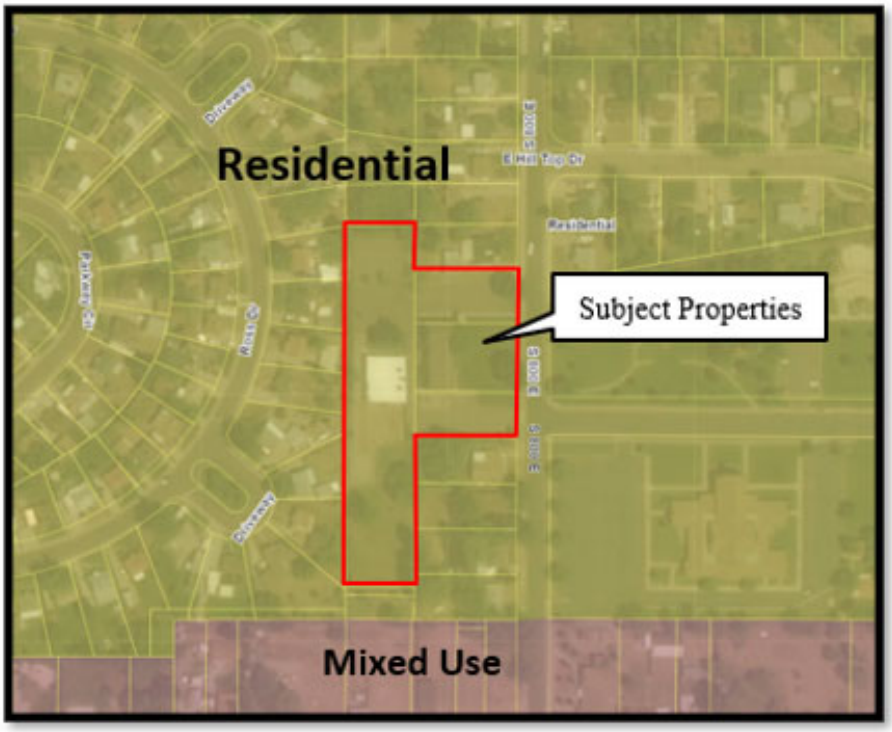
SCHEDULE / TIME CONSTRAINTS

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

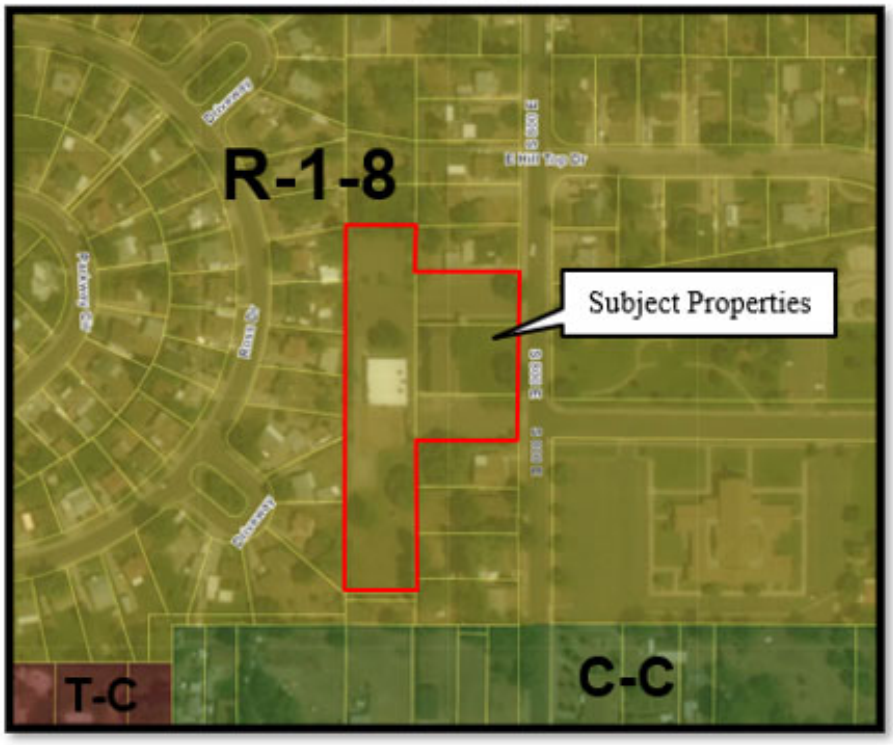
LIST OF ATTACHMENTS

1. General Plan Map
2. Zoning Map
3. Site Exhibits and Legal Descriptions

GENERAL PLAN MAP



ZONING MAP




159
161
163
165
167
169
171
173
175
177
528
542
564
636
650
666
684
529
824
545
WFRML

St Mary Legal Descriptions
564 S 800 E, Clearfield, Ut 84015

Parcel 1: 12-004-0172

- A PART OF THE SE 1/4 OF SEC 1-T4N-R2W, SLM: BEG AT A PT ON THE E LINE OF LAYTON PARK, SD PT BEING 1320.00 FT N 89^47'00" W ALG THE SEC LINE & 294.00 FT N 0^23'06" E FR THE SE COR OF SD SEC; RUN TH N 0^23'06" E 555.39 FT TO A PT 161.59 FT N OF THE NE COR OF LOT 21, IN SD LAYTON PARK (AS OCCUPIED); TH S 89^47'01" E 100.78 FT TO THE W LINE OF VALLEY VIEW SUB; TH S 0^01'36" E 555.39 FT ALG SD LINE; TH N 89^47'01" W 104.88 FT TO THE POB. CONT. 1.328 ACRES.

Parcel 2: 12-018-0005

- ALL OF LOT 5, VALLEY VIEW SUB. CONT. 0.25 ACRES.

Parcel 3: 12-018-0006

- ALL OF LOT 6, VALLEY VIEW SUB. CONT. 0.38 ACRES.

Parcel 4: 12-018-0007

- ALL OF LOT 7, VALLEY VIEW SUB. CONT. 0.29 ACRES.

CLEARFIELD CITY ORDINANCE 2022-02

AN ORDINANCE REZONING THE PROPERTIES LOCATED AT APPROXIMATELY 564 SOUTH 800 EAST (TINS: 12-018-0005, 12-018-0006, 12-018-0007, AND 12-004-0172) FROM R-1-8 (RESIDENTIAL) TO R-1-6 (RESIDENTIAL) AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones the properties located at approximately 564 South 800 East (TINs: 12-018-0005, 12-018-0006, 12-018-0007, and 12-004-0172) from R-1-8 (Residential) to R-1-6 (Residential) and amends the City's Zoning Map to reflect the change.

WHEREAS, pursuant to an application received by the City's Community Development office, the City Council must consider a change in the zoning for the properties located at approximately 564 South 800 East (TINs: 12-018-0005, 12-018-0006, 12-018-0007, and 12-004-0172); and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that the rezone be approved because it is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan; and

WHEREAS, following proper notice, as set forth by state law and the City's Land Use Ordinance, the City Council held a public hearing on the application for a change in the zoning for the property and allowed for public comment thereon; and

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

WHEREAS, following its public deliberation, the City Council has determined the zoning change listed below is in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing the subject property to be put to its highest and best use;

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

Section 1. Zoning Changes: The zoning for the properties located at approximately 564 South 800 East (TINs: 12-018-0005, 12-018-0006, 12-018-0007, and 12-004-0172) in Clearfield City, Davis County, Utah, is hereby changed from R-1-8 (Residential) to R-1-6 (Residential).

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

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

Dated this 11th day of January, 2022, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

_____
Mark R. Shepherd, Mayor

ATTEST

_____
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY RESOLUTION 2022R-01

A RESOLUTION REAPPOINTING KARECE THOMPSON AS CLEARFIELD CITY'S REPRESENTATIVE ON THE MOSQUITO ABATEMENT DISTRICT – DAVIS COUNTY BOARD

WHEREAS, Clearfield City is a member of the Mosquito Abatement District – Davis County Board; and

WHEREAS, the City desires to continue its representation on the said Board; and

WHEREAS, the term for the City's representative on said Board expired on December 31, 2021; and

WHEREAS, Councilmember Thompson has been serving as Clearfield City's representative; and

WHEREAS, Mayor Mark Shepherd desires to have Councilmember Karece Thompson continue serving as the City's representative on the Mosquito Abatement District – Davis County Board;

NOW, THEREFORE, be it resolved by the Clearfield City Council that Councilmember Karece Thompson is hereby reappointed as Clearfield City's representative on the Mosquito Abatement District – Davis County Board

Be it further resolved that the term of office shall be January 1, 2022 through December 31, 2025.

Dated this 11th day of January, 2022.

ATTEST

CLEARFIELD CITY CORPORATION

_____
Nancy R. Dean, City Recorder

_____
Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY RESOLUTION 2022R-02

A RESOLUTION APPOINTING TIM ROPER AS THE CLEARFIELD CITY REPRESENTATIVE TO THE ADMINISTRATIVE CONTROL BOARD OF WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

WHEREAS, Clearfield City is a member of the Wasatch Integrated Waste Management District; and

WHEREAS, each member city of the District appoints one member to the Administrative Control Board of Wasatch Integrated Waste Management District; and

WHEREAS, Mayor Shepherd desires to have Councilmember Tim Roper serve as the City's representative on the Administrative Control Board of Wasatch Integrated Waste Management District.

NOW, THEREFORE, be it resolved that the Clearfield City Council approves the appointment of Tim Roper as the City's representative on the Administrative Control Board of Wasatch Integrated Waste Management District;

Be it further resolved that the term of office shall be January 1, 2022 through December 31, 2025.

PASSED AND ADOPTED this 11th day of January, 2022.

ATTEST: CLEARFIELD CITY CORPORATION

_____ _____

Nancy R. Dean, City Recorder Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY RESOLUTION 2022R-03

A RESOLUTION REAPPOINTING MAYOR MARK SHEPHERD AND APPOINTING COUNCILMEMBER VERN PHIPPS AS CLEARFIELD CITY'S REPRESENTATIVES ON THE NORTH DAVIS FIRE DISTRICT'S ADMINISTRATIVE BOARD OF TRUSTEES

WHEREAS, Clearfield City is a member of the North Davis Fire District (the "District"), and

WHEREAS, Mayor Mark Shepherd has been serving on the District's Administrative Board of Trustees; and

WHEREAS, Mayor Mark Shepherd desires that Councilmember Vern Phipps be appointed to serve on the District's Administrative Board of Trustees; and

WHEREAS, the Clearfield City Council finds it is in the best interests of those residents being served by the District to have Mayor Shepherd reappointed and Councilmember Phipps appointed to the Board;

NOW, THEREFORE, be it resolved by the Clearfield City Council that Mayor Shepherd is hereby reappointed to serve on the North Davis Fire District's Administration Board of Trustees and Councilmember Vern Phipps is hereby appointed to serve on the North Davis Fire District's Administrative Board of Trustees with terms expiring December 31, 2025.

PASSED AND ADOPTED this 11th day of January, 2022.

ATTEST: CLEARFIELD CITY CORPORATION

_____ _____

Nancy R. Dean, City Recorder Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. POLICY SESSION
October 26, 2021
(This meeting was held following a City Council policy session.)

City Building
55 South State Street
Clearfield City, Utah

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

VISITORS: Hershel West, Joseph J., Nick Lister, Rylan Sorensen, Thomas Crandall, Kade Sears, Wendell Johnson, Monty Ellison, Austin Wright, Nic Samuels, Robert Lusk, Randy Smith, Kristi Bush

Chair Peterson called the meeting to order at 8:59 p.m.

APPROVAL OF THE MINUTES FROM THE JUNE 22, 2021, POLICY SESSION, SEPTEMBER 28, 2021 WORK SESSION, AND OCTOBER 19, 2021 WORK SESSION

Director Thompson moved to approve the minutes from the June 22, 2021 policy session, September 28, 2021 work session, and October 19, 2021 work session, as written; and authorize the Chair's signature to any necessary documents, seconded by Director Roper. The motion carried upon the following vote: Voting AYE – Directors Bush, Phipps, Roper, Shepherd, and Thompson. Voting NO – None.

APPROVAL OF RESOLUTION 2021R-04 AUTHORIZING THE EXTENSION OF THE COLLECTION OF TAX INCREMENT REVENUE FOR TWO YEARS IN THE CDRA'S

LIFETIME PRODUCTS COMMUNITY REINVESTMENT PROJECT AREA DUE TO THE COVID-19 EMERGENCY

Summer Palmer, Assistant City Manager, stated the Lifetime Products Community Reinvestment Area (CRA) qualified for the extension of the collection of tax increment revenue due to recent legislation. She explained the project had been delayed by the COVID-19 pandemic causing delays to construction. She acknowledged agencies interested in extending the project area plans needed to have a resolution in place prior to the end of calendar year 2021. She noted the Board would be receiving the annual report by November 1, 2021 which captured all the information related to the project areas within the City.

Director Phipps asked if there would be any impact on the other taxing entities. Ms. Palmer explained the increment was what the taxing entities would have given anyway but due to project delays it now would be captured on the back end.

Director Shepherd moved to approve Resolution 2021R-04 authorizing the extension of the collection of tax increment revenue for two years in the CDRA's Lifetime Products Community Reinvestment Project Area due to the COVID-19 emergency and authorize the Chair's signature to any necessary documents, seconded by Director Roper. The motion carried upon the following vote: Voting AYE – Directors Bush, Phipps, Roper, Shepherd, and Thompson. Voting NO – None.

APPROVAL OF RESOLUTION 2021R-05 AUTHORIZING THE EXTENSION OF THE COLLECTION OF TAX INCREMENT REVENUE FOR TWO YEARS IN THE CDRA'S CLEARFIELD STATION COMMUNITY REINVESTMENT PROJECT AREA DUE TO THE COVID-19 EMERGENCY

Summer Palmer, Assistant City Manager, stated the Clearfield Station Community Reinvestment Area (CRA) qualified for the extension of the collection of tax increment revenue due to recent legislation. She explained the project had been delayed by the COVID-19 pandemic causing delays to construction. She acknowledged agencies interested in extending the project area plans needed to have a resolution in place prior to the end of the calendar year 2021.

Director Roper moved to approve Resolution 2021R-05 authorizing the extension of the collection of tax increment revenue for two years in the CDRA's Clearfield Station Community Reinvestment Project Area due to the COVID-19 emergency and authorize the Chair's signature to any necessary documents, seconded by Director Thompson. The motion carried upon the following vote: Voting AYE – Directors Bush, Phipps, Roper, Shepherd, and Thompson. Voting NO – None.

DRAFT

There being no further business to come before the Community Development and Renewal Agency, **Director Bush moved to adjourn at 9:04 p.m., seconded by Director Thompson. The motion carried upon the following vote: Voting AYE – Directors Bush, Phipps, Roper, Shepherd, and Thompson. Voting NO – None.**

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

DRAFT

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
6:00 P.M. WORK SESSION
December 14, 2021
(This meeting was held following the City Council policy and work sessions)

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Nike Peterson	Chair
PRESENT:	Kent Bush	Director
	Vern Phipps	Director
	Mark Shepherd	Director
	Karece Thompson	Director
EXCUSED:	Tim Roper	Director
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Kelly Bennett	Police Chief
	Adam Favero	Public Works Director
	Eric Howes	Community Services Director
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Kelli Bybee	Communications Assistant
	Nancy Dean	City Recorder

Chair Peterson called the meeting to order at 9:02 p.m.

DISCUSSION ON FUTURE PLANS FOR THE OLD LIBRARY PROPERTY LOCATED AT 562 SOUTH 1000 EAST

JJ Allen, City Manager, reminded the Board the CDRA had been exploring an option to sell the old library property since early 2021. He stated Nations for Christ church approached the CDRA about buying the property and building so the CDRA approached the County about the offer because the County had an obligation under an agreement to demolish the property. Davis County agreed to work on amendments to the agreement that would allow the sale to take place. The County had been planning on taking the boiler from the building and using it in another project; therefore, it asked for $100,000 compensation for the equipment.

Mr. Allen reported the property was appraised at $810,000 and Nations for Christ offered $600,000 for the property, as is. The CDRA countered at $700,000, which was accepted.

Director Shepherd commented the CDRA was not looking for other offers because the property

was zoned Public Facilities (PF) and a church was allowed under that zoning designation. Mr. Allen explained the CDRA was not under the same obligations as the City when it came to disposing of property. Director Shepherd commented the only other use for the property was housing; however, the transaction would give the CDRA the opportunity to partner with an entity that provided a lot of valuable services to residents. He added the sale would open the way to fund the needed improvements for the amphitheater at Bicentennial Park.

Director Phipps clarified there had been no effort to see if there were any other marketing opportunities for the property. Director Shepherd stated no and commented the only other use for the property was housing unless it was rezoned; however, it was off the main corridor and would not support commercial development. Director Phipps expressed concern that the CDRA was sole sourcing the sale of the property. Director Shepherd acknowledged the concern. He explained the building had so many issues that would need to be addressed before it could serve any useful purpose. He continued the CDRA shared that information with the buyer in detail and the buyer was still interested.

Director Bush suggested an agreement be negotiated that would allow the City to continue to use the parking for events. Chair Peterson expressed her belief the church would have no objection to sharing parking. Director Shepherd commented the parking was not addressed with the original agreement but could be negotiated through a separate agreement.

Director Phipps stated the CDRA and City needed to absolve themselves from any of the existing hazards. Mr. Allen responded the CDRA shared a copy of Davis County's audit of the building and all the issues that warranted a new building over a remodel. He stated Condition Number 5 of the real estate sales contract indicated the property would be sold as is with no warranty.

Chair Peterson commented staff tried to strongly discourage the church from purchasing the property; however, they remained firm in their decision even commenting the pastor had been praying for the opportunity to purchase the building for years.

Director Shepherd moved to adjourn at 9:17 p.m., seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Chair Peterson, Directors Bush, Phipps, and Shepherd. Voting NO – None. Directors Roper and Thompson were not present for the vote.

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

DRAFT

STAFF REPORT

TO: CDRA Board

FROM: JJ Allen, City Manager

MEETING DATE: January 11, 2022

SUBJECT: First Amendments to the Purchase and Sale Agreement and Library Lease Agreement with Davis County

RECOMMENDED ACTION

Approve the First Amendments to the Purchase and Sale Agreement and Library Lease Agreement between Davis County and Clearfield Community Development and Renewal Agency; and authorize the Chair's signature to any necessary documents.

DESCRIPTION / BACKGROUND

In a work session on February 23, 2021, the Board discussed whether the CDRA should maintain ownership of the "old library" site (for future expansion of Bicentennial Park) or consider offers from interested buyers. The Board expressed an interest in exploring the potential for selling the property.

Since the "old library" building was contractually obligated to be demolished by Davis County as part of the contract that previously conveyed the entire site to the CDRA, Staff initiated dialogue with County officials seeking to modify the existing contract by releasing the County of their obligation to demolish the building. After considerable dialogue, the County is now willing to modify the existing contract and reap the cost savings benefit of being relieved of their obligation to demolish. During these conversations, Staff was made aware that the County intended to repurpose the relatively new boiler at the building, and would thus request the fair market value of 100k (confirmed by Eric Howes) from the CDRA for leaving the boiler in place.

Staff attempted to locate any internal records related to potential buyers of this property, and found only one persistent inquirer—Nations for Christ Church. Because the property is owned by the CDRA and not the City, the requirements regarding the disposition of property are not the same (i.e. it is not required to receive full market value as compensation). As such, Staff weighed the long standing valuable social services provided to the community by the Nations for Christ Church (as discussed in the February 23 work session), along with the desire to see this entity continue to provide and flourish within our community against maximizing profit from a potential sale of the property on the open market and determined that listing the property on the MLS service may not be in the best interest of the CDRA.

Staff then requested that Nations for Christ Church submit a formal offer to purchase the property, which they did for $600k. The CDRA had previously received an appraisal for the property at 810k, and consequently counter offered at $700k, which was accepted (keep in mind that the $100k cost of the boiler would be paid to the County). As such, the property is currently under contract with Nations for Christ Church, contingent on (1) formal approval of the CDRA Board and (2) the formal

amendment of the contracts with Davis County releasing the County from their legal obligation to demolish the building.

All of this work has been done in order to accurately present to the Board an option for selling the property. However, no absolute or irreversible commitments have been made. See the "Alternatives" section for more discussion.

HEDGEHOG ANALYSIS

In a quick "hoglet" exercise, the option of selling the property to Nations for Christ Church gets a score of 20 points (out of 24 possible). The option of continuing with the original plan (wherein the County demolishes the building and Clearfield keeps the property for future City/CDRA use) scores around 15-16.

CORRESPONDING POLICY PRIORITY (OR PRIORITIES)

Providing Quality Municipal Services

Improving Clearfield's Image, Livability, and Economy

FISCAL IMPACT

If the property is sold, the proceeds could be used by the CDRA (or by the City, if transferred) for any number of purposes, such as capital projects (e.g. renovating the existing amphitheater), downtown redevelopment or beautification efforts (e.g. powerline undergrounding, streetscape improvements or Clearfield Station), or even to soften the blow of increasing operational costs (e.g. wage wars and inflationary impacts). That said, the revenue from the sale of property would be offset in part by the cost of the boiler.

If the property is kept, the pendulum swings the other way and there would not be any proceeds from a sale (obviously), but there would be new costs to account for. Until the property is improved, whether with a new amphitheater or otherwise, it would need to be maintained as open space. A concept plan for a new amphitheater has been created, but no budget has been planned for such a project.

ALTERNATIVES

A. Proceed with the amendments to the agreements with Davis County to remove the demolition requirements (and establish a vacation deadline), and with the sale of the property to Nations for Christ Church.

B. Proceed with the amendments to the agreements with Davis County to remove the demolition requirements but list the property for sale. This may cause a rift with the Nations

for Christ Church, as they are certainly making plans for their new location, even though the contract is contingent on CDRA Board approval, among other things.

C. Continue with the original plan—the County demolishes the building and performs any necessary environmental remediation, and the CDRA holds onto the property for future CDRA or City use.

SCHEDULE / TIME CONSTRAINTS

Nations for Christ Church is anxious to purchase the property and establish their new home, but they have indicated that they don't intend to do so before spring. Davis County needs until the end of March to remove all of their furniture, fixtures, and equipment. Consequently, the proposed amendments establish March 31, 2022 as the end of the term of the lease between the County and CDRA, as well as the payment date for the boiler. We would anticipate closing on the sale of the property at about the same time.

If the Board would like to proceed with the amendments, we can schedule them for action at the January 11 meeting (or possibly December 21, if a special session is scheduled for other needs).

LIST OF ATTACHMENTS

- First Amendment to Purchase and Sale Agreement with Davis County
- First Amendment to Lease Agreement with Davis County
- Real Estate Purchase Contract with Nations for Christ Church

FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT

Properties Located at

562 South 1000 East, Clearfield, Utah

and

Approximately 1 North Main Street, Clearfield, Utah

Between

Davis County

and

Clearfield Community Development and Renewal Agency

This First Amendment to the Purchase and Sale Agreement ("First Amendment") is made and entered into by and between Davis County, a public County ("County") and Clearfield Community Development and Renewal Agency, a public entity, ("CDRA"). County and CDRA are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the Parties entered into a Purchase and Sale Agreement on December 18, 2018 ("Original Agreement"). See Exhibit A.

WHEREAS, paragraph 11.7 of the Original Agreement states that "this Agreement (Original Agreement) may be amended or supplemented only by a written instrument, executed by both County and CDRA."

WHEREAS, the Parties desire to amend the Original Agreement pursuant to paragraph 11.7 to relieve the County of their covenants, agreements, and associated costs relative to the legal obligations outlined in paragraphs 8.2.1 and 8.2.2 of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the Parties hereto agree as follows:

AGREEMENT

(1) Recitals. The foregoing recitals are incorporated and made an integral part of this First Amendment by this reference.

(2) Amended Language. Pursuant to paragraph 11.7 of the Original Agreement, the Parties agree in writing to amend the Original Agreement, as follows:

a. Paragraph 8.2.1 of the Original Agreement is struck in full.

- The Parties agree that County may remove the dedicatory plaque and the library shelving from the building. The County agrees to leave the boiler in the building, for which the CDRA will reimburse the County One Hundred Thousand Dollars ($100,000.00), to be paid no later than March 31, 2022. County

will leave the remaining structures in place at the property described in Exhibit "A" of the Original Agreement (North Library Branch), and is relieved of the legal requirement to demolish said existing structures.

- The County is no longer legally required to perform remediation and remove any environmental contaminants required by the Utah Department of Environmental Quality at the property described in Exhibit "A" of the Original Agreement ("North Library Branch").

- The CDRA is not entitled to any portion of the County's economic savings resulting from the striking of paragraph 8.2.1 of the Original Agreement.

b. Paragraph 8.2.2 of the Original Agreement is struck in full.

- The County is no longer legally required to remove any environmental contaminants and to ensure that the property described in Exhibit "A" of the Original Agreement ("North Library Branch") is environmentally clean, and that no further action is required by the Utah Department of Environmental Quality.

- The CDRA is not entitled to any portion of the County's economic savings resulting from the striking of paragraph 8.2.2 of the Original Agreement.

(3) Original Agreement. Except for the changes reflected in paragraph 2 above, all other terms and conditions within the Original Agreement shall remain in place and applicable to the Parties.

(4) Binding Effect. The provisions of this First Amendment shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(5) Severability. If any part or provision of this First Amendment shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this First Amendment except that condition, covenant, or other provision of this First Amendment shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(6) Miscellaneous.

a. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including

a reasonable attorney's fee, which may arise or accrue from enforcing this First Amendment or in pursuing any remedy provided hereunder or any applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

b. Survival. It is expressly agreed that the terms, covenants and conditions of this First Amendment shall survive any legal act or conveyance required under this First Amendment.

c. Headings. The section and other headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment.

EXECUTED as of the ___ day of _____, 2021.

COUNTY:

DAVIS COUNTY

By _____
Chairperson
Davis County Board of County Commissioners

Approved as to form:

_____

ATTEST:

_____
Curtis Koch
Davis County Clerk/Auditor

CDRA:

By _____
Nike Peterson
Chairperson

Approved as to form:

_____

ATTEST:

_____
Nancy Dean
City Recorder

EXHIBIT A

PURCHASE AND SALE AGREEMENT
December 18, 2018 - Fully Executed

Please return to:
Clearfield City Recorder's Office
55 South State Street
Clearfield, Utah 84015

PURCHASE AND SALE AGREEMENT

Properties Located at
562 South 1000 East, Clearfield, Utah
and
Approximately 1 North Main Street, Clearfield, Utah

Between

Davis County

and

Clearfield Community Development and Renewal Agency

12/11/18
9:17AM

2018-609

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Exhibit F – Covenants, Conditions and Restrictions

PURCHASE AND SALE AGREEMENT

(562 South 1000 East and 1 North Main Street, Clearfield, Utah)

This Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Davis County, a public County, ("County") and Clearfield Community Development and Renewal Agency, a public entity, ("CDRA"). County and CDRA are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

ARTICLE I

Subject of Agreement

1.1 Purpose of Agreement. In furtherance of the objectives of the Davis County Library Board, and the Davis County Board of Commissioners, County has undertaken negotiations with CDRA in an effort to relocate the North Library Branch currently located at 562 South 1000 East, as indicated in the legal description found on Exhibit "A," (the "Property") in exchange for property located at 1 North Main Street (the "Lot") in Clearfield, Utah, as indicated in the legal description on Exhibit "B."

1.2 The Development Plan. Current proposals and development plans from Clearfield Junction LLC (the "Developer") have been prepared and submitted to Clearfield City for the development of a mixed-use project at approximately 1 North Main Street, known as Clearfield Junction, which includes property currently owned by CDRA. The Clearfield Junction Subdivision includes a corner lot (Lot #3, hereinafter referred to as the "Lot") that has been designated for the North Library Branch as the principal anchor for the Clearfield Junction project (Exhibit "C").

1.3 Defined Terms. As used herein, the following terms shall have the meanings respectively indicated:

1.3.1 "CDRA Deed" means the special warranty deed from CDRA to County conveying title to the Lot, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.

1.3.2 "Closing" means the transfer of title to the Property by County to CDRA, and the transfer of title to the Lot by CDRA to County, in accordance with the terms and provisions of Article IX hereof.

1.3.3 "Closing Date" means the date specified in Article IX hereof on which the Closing will be held.

1.3.4 "County" means Davis County, a body corporate and politic and a legal subdivision of the State of Utah.

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9:17AM

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1.3.5 "County Deed" means the special warranty deed from County to CDRA conveying title to the Property, a copy of which is attached hereto as Exhibit "E" and incorporated herein by this reference.

1.3.6 "Covenants" means Covenants, Conditions and Restrictions defining shared parking and cross access easements, a copy of which is attached hereto as Exhibit "F."

1.3.7 "Covered Parties" shall have the meaning set forth in Section 4.3.

1.3.8 "Developer" means Clearfield Junction LLC, who will be developing the project known as Clearfield Junction Subdivision.

1.3.9 "Development Agreement" means that certain agreement entered on May 22, 2018, and all written addendums made thereto between Clearfield City, CDRA, and the Developer, to which Developer is obligated to develop the Clearfield Junction project in accordance with the provisions therein.

1.3.10 "Developer Improvements" means the improvements to be constructed by Developer on the Lot as described and provided for in the Development Agreement (i.e. parking and utilities).

1.3.11 "Hazardous Material" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources.

1.3.12 "Library" means the Davis County Library, a public body, exercising its functions and powers and organized and existing under Utah Code with its principal office located at Headquarters Library, 133 South Main, Farmington, Utah 84025.

1.3.13 "Lot" means Lot #3 described on the Clearfield Junction Subdivision plat (included in Exhibit "C"), which is to be conveyed by CDRA to County.

1.3.14 "Permitted Exceptions" means those exceptions to title set forth in the Preliminary Report, together with the printed exceptions and exclusions

referred to therein, all matters of record, private, public and utility easements, covenants, conditions and restrictions, roads and highways, party wall rights and agreements, special taxes or assessments for improvements not yet completed, installments not due at the date hereof or at closing or any special tax or assessment for improvements heretofore completed, rights of way for drainage ditches, feeders and laterals, zoning laws and ordinances, all matters, including, but not limited to, encroachments which would be disclosed by an accurate survey and/or inspection of the Property or Lot, and all acts or omissions of CDRA or County and any governmental authority and those acting by, through or under such parties.

1.3.15 "Preliminary Report" means that certain Preliminary Title Report or Commitment for Title Insurance issued by the Title Company, the subject matter of which is the Property or the Lot.

1.3.16 "Property" means that certain real property described with a legal description on Exhibit "A" attached hereto and incorporated herein by reference, which County will convey to CDRA.

1.3.17 "Site Plan" means the Clearfield Junction site plan which generally depicts the Lot and the improvements to be made to the Lot, which site plan is attached hereto as Exhibit "C" incorporated herein by this reference.

1.3.18 "Title Company" means Founders Title Company, 748 West Heritage Park Blvd, Layton, UT 84041.

ARTICLE II

Agreement of Purchase and Sale

2.1 Agreement of County and CDRA. In consideration of the terms and conditions contained herein, County hereby sells and agrees to convey the Property to CDRA, and CDRA hereby sells and agrees to convey the Lot to County; and the Parties hereby agree to pay the Purchase Price therefor in accordance with and subject to the terms, conditions and provisions hereof.

ARTICLE III

Purchase Price

3.1 Purchase Price. The Purchase Price to be paid by CDRA to County for the Property is the sum of ONE DOLLAR AND 00/100 CENTS ($1.00), payable in full at the time of Closing.

The Purchase Price to be paid by County to CDRA in exchange for the Lot is the sum of ONE DOLLAR AND 00/100 CENTS ($1.00), payable in full at the time of Closing.

3.2 Purchase Price is Net. The Purchase Price shall be net to the Parties, it being understood that the Parties shall have no right or remedy of offset, abatement, or deduction against the Purchase Price for any reason, including, but not limited to, any reason arising out of any facts or circumstances regarding the Property or the Lot, whether discovered in connection with investigation and inspection of the Property or the Lot or otherwise.

ARTICLE IV

Title; Condition; Use

4.1 Title. CDRA is purchasing the Property from County, subject to the Permitted Exceptions, and CDRA hereby approves the Preliminary Report and the Permitted Exceptions.

County is purchasing the Lot from CDRA, subject to the same Permitted Exceptions, and County hereby approves the Preliminary Report and the Permitted Exceptions.

4.2 Condition. Each Party acknowledges that it has conducted all necessary investigations and inspections of the Property or Lot it desires to purchase. Each Party hereby affirms that its agents, employees and/or attorneys have not made, nor has the entity itself relied upon any representation, warranty or promise with respect to the Property or Lot or any other subject matter of this Agreement except as expressly set forth in this Agreement, including, without limitation, any warranties or representations, express or implied, as to the general plan designation, zoning, value, use, tax status or physical condition of the Property or Lot, or improvements thereon, or any part thereof, including but not limited to the flood elevations, drainage patterns and soils and subsoils composition and compaction level, and other conditions at the Property or Lot, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or reports therefor. As to the existence or non-existence of Hazardous Material on or under the Property or Lot or adjacent property, the Parties hereby agree to share equally in all costs, remediation or otherwise, that are incurred as a result of a later discovery of Hazardous Material. Without limiting the generality of the foregoing, each Party's purchase of the Property or Lot is "AS IS", "WHERE IS" CONDITION, SUBJECT TO "ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, EXCEPT FOR THE EXISTENCE OF HAZARDOUS MATERIAL AS NOTED ABOVE. EACH PARTY HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION AND USE OF THE PROPERTY OR LOT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Party shall purchase the Property or Lot pursuant to this Article without adjustment to or offset against the Purchase Price. Neither County nor CDRA makes any representation or warranty, express or implied, as the accuracy or completeness of any document produced by County/CDRA pursuant to this Agreement.

4.3 Release and Indemnity. To the fullest extent permitted by law, both CDRA and County agree, from and after Closing, to release, indemnify and hold harmless the other Party, its past, present and future directors, officers, managers, employees, representatives and agents ("Covered Parties"), from and against any and all judgments, claims, expenses (including defense costs and attorneys' and other consultants' reasonable fees and costs), causes of action, damages, and liability pertaining to the condition and use of the Property or Lot, including, without limitation: (i) all foreseeable and all unforeseeable consequential damages, personal injury and/or property damages, injunction, or other relief, directly or indirectly arising out of the condition and use of the Property or Lot, (ii) the costs of any necessary or appropriate investigation, repair, cleanup, remediation or detoxification of the Property or Lot and other affected property and the preparation of any corrective action, closure or other required plans or reports, to the full extent that such actions are alleged to be attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Material by any person (whenever occurring or having occurred) and relate to or involve the Property or Lot and adjacent property.

ARTICLE V

Conditions Precedent

Each Party's obligation to purchase the Property or Lot is subject to its satisfaction or written waiver of the following conditions, at no expense or liability to the respective Party, within the time periods specified. The conditions to be satisfied or waived are the following:

5.1 Inspection. Each Party shall have the opportunity to fully inspect the Property or Lot and approve the condition of the Property or Lot in all respects in its sole discretion. For the purposes set forth in this Section, both County and CDRA hereby grants the other Party a license to inspect the Property or Lot at reasonable times agreeable to County/CDRA. CDRA/County shall exercise its license in such a manner as to protect itself, County/CDRA and third parties, its and their employees, representatives, agents, and invitees from accidents and injury, exposure to asbestos containing materials and other Hazardous Material and hazardous conditions. Each Party shall be solely responsible for the acts and omissions of its employees and other persons entering the Property or Lot in connection with the license and for initiating, maintaining and supervising all appropriate safety precautions in connection with its exercise of the license. To the fullest extent permitted by law, each Party shall release, indemnify, defend and hold harmless the Covered Parties from any cost, expense, including defense cost, damage, liability or claim arising out of or in connection with the exercise by CDRA/County of the rights conferred under, or a violation of the provisions of this Section, whether or nor such cost, expense, damage, liability or claim results from (i) property damage or injury to person or (ii) the negligence or omission to act of the Covered Parties. If a Party desires to have the Property or Lot inspected for the presence of Hazardous Material, it shall first inform the other Party in writing of such desire. Thereafter, the Parties shall meet to discuss how and when such inspection shall be undertaken. This condition shall be waived or satisfied by mutual agreement or at the time of execution of agreements.

5.2 Developer's Permits and Approvals. Prior to Closing on the Lot, Developer shall have received all permits and approvals required by all applicable governmental authorities for the construction of the Developer Improvements in accordance with the requirements of the construction documents (including, without limitation, building permits). County shall coordinate with Developer on the design, engineering and extent of the Developer Improvements. Developer and County shall exercise due diligence to satisfy this condition in a timely manner.

5.3 Right to Convey. On or before the Closing Date, County has legal authority to convey the Property to CDRA at Closing, and CDRA has legal authority to convey the Lot to County at Closing. This condition shall be satisfied by Closing.

5.4 Performance. Parties are not in material breach of their obligations under this Agreement.

5.5 Litigation. No litigation, arbitration, governmental administrative proceeding or investigation prohibiting County from conveying the Property to CDRA or restricting County's ability to perform its obligations under this Agreement, shall be pending or threatened as of the Closing Date. No litigation, arbitration, governmental administrative proceeding or investigation prohibiting CDRA from conveying the Lot to County or restricting CDRA's ability to perform its obligations under this Agreement, shall be pending or threatened as of the Closing Date. This condition shall be satisfied by Closing.

5.6 Failure of a Condition; No Obligation of Other Party. The Parties do not guarantee, warrant or represent that any of the conditions set forth in this Article shall be or can be satisfied. Furthermore, the Parties shall incur no liability or expense in connection with the ability or inability to satisfy any of such conditions, nor shall the Parties be obligated to take any action. The Parties agree that any expenditure, commitment or other action taken by them pursuant to this Agreement or prior to its execution of this Agreement, or otherwise in contemplation of the Closing, is taken at their own risk, and no such expenditure, commitment or action shall obligate the other Party to incur any liability to them or any third party, which Parties expressly indemnify and save and hold harmless the Covered Parties from and against such loss. In the event either of the transactions contemplated herein fails to close for any reason, Parties shall deliver to each other all studies and reports prepared in connection with this transaction or otherwise pertaining to the Property or Lot whether such studies and reports were prepared for or on behalf of CDRA, County or any third party.

5.7 Representations and Warranties. All representations and warranties of the Parties shall be true and correct as of the date made and as of the Closing Date with the same effect as if though the representations and warranties were made as of the Closing Date.

ARTICLE VI

Covenants Regarding Future Development (Clearfield Junction)

6.1 Development Documents. The Parties acknowledge and agree that as a material inducement to County to sell the Property to CDRA and consistent with County's statutory purpose, after Closing on the Lot, CDRA agrees to facilitate the redevelopment of the properties adjacent to the Lot pursuant to the terms of the Development Agreement. In the event that the current proposal for Clearfield Junction is not completed in accordance with the Development Agreement, the approved Covenants, Conditions and Restrictions set forth in Exhibit "F" will remain in full force with adjacent parcels.

6.2 Developer Improvements. If Developer is unable to perform as required by the Development Agreement, CDRA shall endeavor to exercise the provisions at its disposal from the Development Agreement (lien, bond, or escrow) and/or Purchase and Sale Agreement (right of first refusal) in an effort to facilitate the completion of the Developer Improvements.

ARTICLE VII

Representations, Covenants and Agreements of CDRA

7.1 Representations of CDRA. CDRA represents and warrants, as of the date this Agreement is fully executed and as of the Closing Date, that CDRA has taken all action required by law, and all required action under its governing documents necessary to authorize CDRA to enter into this Agreement and to carry out its obligations hereunder.

7.2 Covenants and Agreements of CDRA. CDRA covenants and agrees with County as follows:

7.2.1 CDRA agrees to allow County to continue to pursue, plan and construct a new North Library Branch to be operated on the Lot indicated in Exhibit "C" and that if the planned Clearfield Junction development does not commence, County can continue to modify and adjust boundary lines as needed (in accordance with Title 12 of the Clearfield City Code, and in keeping with the understanding that the North Library Branch needs 1.5 acres) to commence, complete and operate a functioning branch at this site.

7.2.2 CDRA agrees that designs, colors, and fixtures of adjacent structures and parking lots for the Clearfield Junction project and for the North Library Branch will be governed by Clearfield City's form-based code.

7.2.3 CDRA agrees to allow County to continue to operate the existing North Library Branch until the completion and opening of the new North Library Branch, as described in 7.2.1, which arrangement shall be formalized by the

Parties in a separate lease agreement, the term of which lease shall extend for one year from the date that the new North Library Branch is given certificate of occupancy (in order to allow time for demolition and environmental remediation).

ARTICLE VIII

Representations, Covenants and Agreements of County

8.1 Representations of County. County represents and warrants, as of the date this Agreement is fully executed and as of the Closing Date, that County has taken all action required by law, and all required action under its governing documents necessary to authorize County to enter into this Agreement and to carry out its obligations hereunder.

8.2 Covenants and Agreements of County. County covenants and agrees with CDRA as follows:

8.2.1 County will demolish the existing structures, and provide a clean developable site on the Property indicated on Exhibit "A" within one year after the closure of the North Library Branch and proper remediation as may be required by the Utah Department of Environmental Quality has taken place.

8.2.2 County will remove any environmental contaminants and ensure that the property indicated on Exhibit "A" is environmentally clean, with no further action required by the Utah Department of Environmental Quality.

8.2.3 In support of Clearfield's downtown redevelopment efforts, County will design and seek all necessary land use approvals and permits, in accordance with all applicable codes and ordinances, for a new North Library Branch to be constructed on the Lot, and commence said construction in a timely manner no later than the year 2020.

ARTICLE IX

Closing; Extension

9.1 Closing. The Closing hereunder shall take place on _____, provided all conditions specified in Article 5 have been satisfied or waived. Each Party shall provide the other Party written notice of its satisfaction or written waiver of the condition set forth in Section 5.1 on or before _____. If either CDRA or County fails to so deliver such notice, such condition shall be deemed satisfied. If for any reason other than a Party's default hereunder, Closing does not occur on or before the Closing Date, this Agreement shall automatically terminate on such date, unless the Parties agree otherwise. At Closing, each Party shall convey (or cause the conveyance of) title to the other Party by a Warranty Deed subject to Permitted Exceptions.

9.2 Title Company. Following the execution of this Agreement, County shall open an escrow with the Title Company. A copy of this Agreement shall be provided to the Title Company to advise the Title Company of the terms and conditions hereof. Prior to Closing, CDRA and County shall give separate written closing instructions to the Title Company (with a copy sent concurrently to the other Party) which instructions shall be consistent with the provisions of this Agreement.

9.3 Closing Costs. The costs associated with Closing for the respective transactions shall be allocated as follows:

9.3.1 Closing on the Lot. CDRA shall pay the cost of recording the CDRA Deed conveying the Lot from CDRA to County. Any escrow fees and additional recording fees shall be paid equally by the Parties. If County elects to obtain title insurance on the Lot, the title insurance premium for the portion of such policy of title insurance constituting standard coverage shall be paid by CDRA. If County elects extended coverage, County shall pay the difference between the title insurance premium for standard coverage and the title insurance premium for extended coverage. In addition, if the Closing does not occur as a result of any reason other than CDRA's failure to perform, County shall pay cancellation charges in connection with the title insurance commitment. County shall pay all excise taxes, and all other costs, charges or expenses incurred in connection with the escrow and/or Closing of the transaction contemplated herein.

9.3.2 Closing on the Property. County shall pay the cost of recording the County Deed conveying the Property from County to CDRA. Any escrow fees and additional recording fees shall be paid equally by the Parties. If CDRA elects to obtain title insurance on the Property, the title insurance premium for the portion of such policy of title insurance constituting standard coverage shall be paid by County. If CDRA elects extended coverage, CDRA shall pay the difference between the title insurance premium for standard coverage and the title insurance premium for extended coverage. In addition, if the Closing does not occur as a result of any reason other than County's failure to perform, CDRA shall pay cancellation charges in connection with the title insurance commitment. CDRA shall pay all excise taxes, and all other costs, charges or expenses incurred in connection with the escrow and/or Closing of the transaction contemplated herein.

9.4 Items to be Delivered at the Closing for the Property. At the Closing for the Property, the following items shall be delivered:

9.4.1 By County to CDRA:

i. The County Deed, duly executed and acknowledged by County, and in form for recording, conveying, fee simple title to the Property to CDRA, subject only to the Permitted Exceptions.

ii. A standard owner's title policy.

iii. Such other documents as County has executed at or prior to the Closing Date in accordance with this Agreement.

9.4.2 By CDRA to County:

i. The Purchase Price in immediately available funds as provided in this Article less all costs, expenses and prorations to be paid by CDRA.

9.5 Items to be Delivered at the Closing for the Lot. At the Closing for the Lot, the following items shall be delivered:

9.5.1 By CDRA to County:

i. The CDRA Deed, duly executed and acknowledged by CDRA, and in form for recording, conveying, fee simple title to the Lot to County, subject only to the Permitted Exceptions.

ii. A standard owner's title policy.

iii. The Development Agreement.

iv. The Covenants.

v. Such other documents as CDRA has executed at or prior to the Closing Date in accordance with this Agreement.

9.5.2 By County to CDRA:

i. The Purchase Price in immediately available funds as provided in this Article less all costs, expenses and prorations to be paid by County.

9.6 Possession. Possession of the Lot shall be delivered to County by CDRA at Closing. Possession of the Property shall be delivered to CDRA by County at Closing.

ARTICLE X

Commissions

County and CDRA represent that neither Party has entered into any written contracts with any brokers or finders nor obligated themselves to pay any real estate commissions or

finders' fees on account of the execution of this Agreement or the close of the transaction contemplated hereby. Based on such representations, CDRA and County hereby agree to indemnify and hold each other harmless from any claims, damages, expenses, liabilities, liens or judgments (including costs, expenses and attorneys' fees in defending the same) which arise on account of any claim made against the indemnifying party that real estate commissions or finders' fees (including those identified above) are payable and have not been discharged in their entirety.

ARTICLE XI

Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) Federal Express (or other established express delivery service which maintains delivery records), (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

To County:
Davis County Library
61 South Main, PO Box 618
Farmington, Utah 84025
Attn: Chris Safford

with copies to:
Davis County Facilities Management
Attn: Facilities Director
28 East State Street, PO Box 618
Farmington, Utah 84025
Attn: Mack McDonald

To CDRA:
Clearfield CDRA
Attn: City Manager / CDRA Executive Director
55 South State Street
Clearfield, UT 84015

with copies to:
Clearfield City
Attn: City Recorder
55 South State Street
Clearfield, UT 84015

The Parties may also agree to exchange communications through electronic mail. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery.

ARTICLE XII

Confidentiality

County is concerned about the confidentiality of any environmental inspections and resulting reports. The results of CDRA's inspections relating to Hazardous Material, shall be initially orally reported to CDRA and County or their respective attorneys by CDRA's consultants. Such reports shall be reduced to writing and marked "draft." CDRA shall deliver to County as soon as they are made available to CDRA, copies of all reports and analyses prepared or used in connection with CDRA's environmental inspection of the Property. No information or contents of any environmental reports or analyses (verbal or written), nor the results of any inspection of the Property for Hazardous Material shall be disclosed by CDRA or its agents, consultants or employees to any third party without County's prior written approval, unless and until CDRA is legally compelled to make such disclosure under applicable law, or until CDRA completes its purchase of the Property pursuant to this Agreement. In the event CDRA determines that it is legally compelled to disclose such information, it shall first notify County of the circumstances requiring such disclosure and, to the extent CDRA believes it may do so without liability or damage to reputation, refrain from such disclosure for the maximum period of time allowed by law so that County may procure a protective order or take other action to protect the confidentiality of the information. CDRA shall notify its agents, employees and consultants of the need to comply with the terms of this Article. If this Agreement is terminated for any reason, CDRA shall immediately deliver to County any and all documents, plans and other items furnished to CDRA, CDRA's consultants or County or any reports or analyses obtained pursuant to this Article, without retaining copies thereof. All studies, data, reports, analyses, writings and communications, including any environmental studies or reports, shall be generated by any consultant for the use of CDRA's and County's attorneys and, to the fullest extent permitted by law, shall be the work product of both CDRA's and County's respective attorneys and shall constitute confidential attorney-client communications and each Party shall use its best efforts to ensure that such confidence and privilege is maintained.

Nothing in Article XII shall be interpreted in a manner to restrict or expand those rights articulated in the Utah Government Records Access and Management Act.

ARTICLE XIII

Indemnity

The Parties, for themselves, and on behalf of their officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of Party (collectively, the "Parties' Representatives"), agree and promise to indemnify, defend, save and hold harmless each other, as well as each other's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Parties' Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise

(collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of the other Party and that Party's Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The Parties, for themselves, and on behalf of the other Parties' Representatives, agree and promise that all costs, expenses, or otherwise relating to the Claims and incurred by the other Party or the other Party's Representatives or which the other Party or the other Party's Representatives would otherwise be obligated to pay, shall be paid in full within thirty (30) calendar days after one Party provides the other Party with documents evidencing such costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance required under this Agreement, shall limit or waive any liability the Parties may have arising from, in connection with, or relating to this Agreement and/or acts or omissions of the Parties or Parties' Representatives, negligent or otherwise. The Parties acknowledge, understand, agree, and state that no provision of this Agreement shall be, or shall be construed as, a waiver of any applicable provision of the Governmental Immunity Act of Utah.

ARTICLE XIV

General Provisions

11.1 References. All references to "Article," "Articles," "Section," or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

11.2 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

11.3 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

11.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

11.5 Attorney's Fees. In the event a Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

11.6 Governing Law. This Agreement is intended to be performed in the State of Utah, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein.

11.7 Amendments. This Agreement may be amended or supplemented only by an instrument in writing, executed by both County and CDRA.

11.8 Invalid Provisions. If any provision of this Agreement (except the provisions relating to County's obligation to convey the Property and CDRA's obligation to pay the Purchase Price, or CDRA's obligation to convey the Lot and County's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, but the parties shall equitably resolve and negotiate the effect of such deletion.

11.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11.10 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by County and CDRA, County and CDRA agree to perform, execute and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

11.11 Survival. All indemnities, covenants, representations and warranties contained herein shall survive the termination of this Agreement, Closing, the delivery of the County Deed,, the delivery of the Special Warranty Deed, the acquisition of the Lot by County, and the acquisition of the Property by CDRA.

11.12 Conflict of Interests. No member, official or employee of County or CDRA shall have any direct or indirect interest in this Agreement, nor participate in any decision relating, to the Agreement which is prohibited by law.

11.13 Warranty Against Payment of Consideration for Agreement. The Parties warrant they have not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

11.14 Non-liability of Officials and Employees. No member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach or for any amount which may become due to the or successor or on any obligation under the terms of this Agreement.

EXECUTED as of the 18th day of December, 2018.

COUNTY:

DAVIS COUNTY

By _____
Chairperson
Davis County Board of County Commissioners

ATTEST:
Curtis Koch
Davis County Clerk/Auditor

Approved as to form:

CDRA:

By: _____
Kent Bush
Chairperson

ATTEST:

By: _____
Wendy Page
Deputy Recorder

Approved as to form:

FIRST AMENDMENT TO THE LIBRARY LEASE AGREEMENT

Between

Davis County

and

Clearfield Community Development and Renewal Agency

This First Amendment to the Library Lease Agreement ("First Amendment") is made and entered into by and between Clearfield Community Development and Renewal Agency, a public entity, ("CDRA"), located at 55 South State Street, Clearfield, State of Utah, hereinafter referred to as "Lessor," and Davis County, a public County located at 61 South Main, Farmington, State of Utah, hereinafter referred to as "Lessee," collectively referred to as the "Parties," agree as follows:

WHEREAS, the Parties entered into a Library Lease Agreement December 11, 2018 ("Original Agreement"). See Exhibit A.

WHEREAS, paragraph 22 of the Original Agreement states that "no amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original."

WHEREAS, the Parties desire to amend the Original Agreement pursuant to paragraph 22 to change the term of the lease outlined in paragraph 3 of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the Parties hereto agree as follows:

AGREEMENT

(1) Recitals. The foregoing recitals are incorporated and made an integral part of this First Amendment by this reference.

(2) Amended Language. Pursuant to paragraph 22 of the Original Agreement, the Parties agree in writing to amend the Original Agreement as follows:

1. Strike the following language from paragraph 2 of the Original Agreement,

> ~~Lessee shall complete demolition and environmental remediation of Premises, as described in the Purchase and Sale Agreement dated 12/11/18, within 12 months from the date that the new library to be constructed a 1 North Main Street receives certificate of occupancy~~.

2. Strike paragraph 3 of the Original Agreement,

> ~~**3. TERM OF LEASE:** The term of this Lease shall expire at the earlier of a) exactly one year from the date the new library to be constructed at 1 North Main Street receives certificate of occupancy, or b) the date that demolition and environmental remediation is complete, with formal acceptance of such by the CDRA Board.~~

3. Replace paragraph 3 of the Original Agreement with,

> **3. TERM OF LEASE:** The term of Lease shall expire on March 31, 2022.

(3) Original Agreement. Except for the changes reflected in paragraph 2 above, all other terms and conditions within the Original Agreement shall remain in place and applicable to the Parties.

(4) Binding Effect. The provisions of this First Amendment shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(5) Severability. If any part or provision of this First Amendment shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this First Amendment except that condition, covenant, or other provision of this First Amendment shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(6) Miscellaneous.

a. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this First Amendment or in pursuing any remedy provided hereunder or any applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

b. Survival. It is expressly agreed that the terms, covenants and conditions of this First Amendment shall survive any legal act or conveyance required under this First Amendment.

c. Headings. The section and other headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment.

EXECUTED as of the ___ day of _____, 2021.

COUNTY:

DAVIS COUNTY

By _____
Chairperson
Davis County Board of County Commissioners

Approved as to form:

_____

ATTEST:

_____
Curtis Koch
Davis County Clerk/Auditor

CDRA:

By _____
Nike Peterson
Chairperson

Approved as to form:

_____

ATTEST:

_____
Nancy Dean
City Recorder

EXHIBIT A

LIBRARY LEASE AGREEMENT
December 11, 2018 - Fully Executed

3202951
BK 7387 PG 2506

RETURNED
NOV 12 2019

12-004-0153

LIBRARY LEASE AGREEMENT

Between

Davis County

and

Clearfield Community Development and Renewal Agency

E 3202951 B 7387 P 2506-2513
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/12/2019 03:43 PM
FEE $0.00 Pgs: 8
DEP RT REC'D FOR DAVIS COUNTY

This Lease Agreement made the 11th day of December, 2018, by and between the Clearfield Community Development and Renewal Agency ("CDRA"), located at 55 South State Street, Clearfield, State of Utah, hereinafter referred to as "Lessor," and Davis County, a public County, located at 61 South Main, Farmington, State of Utah, hereinafter referred to as "Lessee," collectively referred to herein as the "Parties," agree as follows:

1. **DESCRIPTION OF LEASED PREMISES**: The Lessor agrees to lease to the Lessee the Property, as defined in the Purchase and Sale Agreement entered into between the Parties, as that certain real property described with a legal description on Exhibit "A" attached hereto and incorporated herein by reference, located at 562 South 1000 East, Clearfield, Utah.

Additional Description: The term Property shall include, but is not limited to the existing building, parking lot, improvements, and all land located at 562 South 1000 East, Clearfield, Utah.

Hereinafter known as the "Premises."

2. **USE OF LEASED PREMISES**: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:

Lessee shall continue to provide library services in a manner consistent with those services previously provided by the Lessee at this location.

Lessee shall discontinue library services within one month from the date that the new library to be constructed at 1 North Main Street receives certificate of occupancy.

Lessee shall also complete demolition and environmental remediation of the Premises, as described in the Purchase and Sale Agreement dated 12/11/18, within 12 months from the date that the new library to be constructed at 1 North Main Street receives certificate of occupancy.

Any change in use or purpose to the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE**: The term of this Lease shall expire at the earlier of a) exactly one year from the date that the new library to be constructed at 1 North Main Street receives certificate of occupancy, or b) the date that demolition and environmental

2018-610

remediation is completed, with formal acceptance of such by the CDRA Board.

4. **BASE RENT**: The net payment shall be one-dollar ($1.00), payable once for the entire term, due within 1 month from the commencement of the Lease. Said net payment is-hereafter referred to as the "Base Rent."

5. **OPTION TO RENEW**: There is no automatic option to renew this lease. Any additional lease agreement between Lessee and Lessor must be entered in writing between the Parties.

6. **TRIPLE NET (NNN)**: It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease."

I. Operating Expenses. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to provide for itself and/or pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

II. Insurance. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability coverage that is satisfactory to Lessor During the Term of this Lease, Lessee shall, upon request, certify to Lessor the limits of indemnification available under Lessee's self-insurance plan.

7. **SECURITY DEPOSIT**: There shall be no security deposit made by Lessee to Lessor.

8. **LEASEHOLD IMPROVEMENTS**: The Lessee agrees that no leasehold improvements, alterations or changes of any nature shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, if determined by Lessor that said improvements, alterations or changes are necessary to continue to provide library services in a manner consistent with those services previously provided by the Lessee at this location. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment.

9. **LICENSES AND PERMITS**: A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE**: The Lessee shall be solely responsible whenever needed for the maintenance and general upkeep of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee. Lessee agrees that Lessor is not responsible for any liability arising at the Premises during the terms of this lease.

The Lessee shall, during the term of this Lease, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE**: In the event the Lessee shall fail to obtain insurance coverage required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the

event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

12. **SUBLET/ASSIGNMENT**: The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. **DAMAGE TO LEASED PREMISES**: In the event the building on the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee. It is understood, in the event of total or substantial destruction to the Premises that in no event shall Lessor have the obligation to restore, replace or engage in the reconstruction with respect to said damage.

14. **ENFORCEMENT:**

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

15. **INDEMNIFICATION**: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises.. Lessee is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter the "Act"). Nothing in this Agreement shall be construed to be a waiver by Lessee of any of the protections, rights, or defenses applicable under the Act.

16. **MISCELLANEOUS TERMS:**

I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising in a manner not consistent with the library services previously provided by the Lessee at this location without Lessor's prior written consent. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building.

III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally allowed by accessibility standards.

IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

17. **ESTOPPEL CERTIFICATE**: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

18. **HOLDOVER**: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, at a rate of one-dollar ($1.00) per month, terminable upon thirty (30) days' notice by either party.

19. **WAIVER**: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

20. **GOVERNING LAW**: This Lease shall be governed by the laws of the State of Utah.

21. **NOTICES**: Payments and notices shall be addressed to the following:

Lessor

To CDRA: Clearfield CDRA

Attn: City Manager / CDRA Executive Director
55 South State Street
Clearfield, UT 84015

with copies to: Clearfield City
Attn: City Recorder
55 South State Street
Clearfield, UT 84015

Lessee

To County: Davis County Library
61 South Main, PO Box 618
Farmington, Utah 84025
Attn: Chris Safford

with copies to: Davis County Facilities Management
Attn: Mack McDonald
28 East State Street, PO Box 618
Farmington, Utah 84025

22. **AMENDMENT**: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

23. **BINDING EFFECT**: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto execute the Library Lease Agreement this 11th day of December, 2018.

Lessee's Signature **Printed Name**

Kandy K Elliott Kandy K Elliott

Lessor's Signature **Printed Name**

Kent Bush Kent Bush

Attest: Nancy R. Dean
City Recorder

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Clearfield Community Development and Renewal Agency OFFICIAL SEAL

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF UTAH

Davis County, ss.

On this 14 day of December, 2018, before me appeared Kent Bush, as **LESSOR** of this Library Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC
MADISON BRAZIER
Commission #702536
My Commission Expires
October 01, 2022
STATE OF UTAH

Madison Brazier
Notary Public
My commission expires: 10/1/22

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF UTAH
Davis County, ss.

On this 18th day of December, 2018, before me appeared Randy B. Elliott, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Shauna A. Brady
Notary Public
My commission expires: Oct 8 2021

SHAUNA A. BRADY
Notary Public State of Utah
My Commission Expires on:
October 8, 2021
Comm. Number: 697097

Exhibit "A"

LEGAL DESCRIPTION:

BEG AT APT N ALG TH SEC LN 532 FT FR SE COR OF SEC 1, T4N-R2W; SLM: TH S 89^50' W 229.5 FT; TH W'LY 59.9 FT ALG THE ARC OF A 424.29 FT RAD CUR TO THE LEFT; TH S 81^44'40" W 11.21 FT; TH W'LY 29.9 FT ALG THE ARC OF A 421.53 FT RAD CUR TO THE RIGHT;TH N 9.28 FT PARALLELING E SEC LN OF SEC 1; TH S 89^53'10" W 27 FT ALG N LN OF CHURCH PPTY; TH N 353.37 FT TO S LN OF A 50 FT ROAD; TH ALG ARC OF A 524.24 FT RAD CUR TO RIGHT 234.80 FT, SD CUR HAS A CENTRAL ANGLE OF 25^39'45" & A LONG CHORD BEARS S 87^14'52" E 232.85 FT; TH S 74^25' E 54.61 FT; TH S 27^58' E 82.78 FT; TH E 33 FT TO SEC LN; TH S ALG SEC LN 253.72 FT TO POB. CONT 2.768 AC. LESS TO 600 SOUTH STR TOTAL 2.279 ACRES

COUNTY RECORDER STATE OF UTAH DAVIS COUNTY

STATE OF UTAH)
COUNTY OF DAVIS) ss.

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDER.

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 18th DAY OF November, 20 19

RICHARD T. MAUGHAN, RECORDER

Jamie Wright DEPUTY

Consists of pages 2506 thru 2573

3202948
BK 7387 PG 2485

TERMINATION OF FIRST RIGHT OF REFUSAL FOR THE SALE AND PURCHASE OR LEASE OF REAL PROPERTY

Under date of November 5, 2018, Clearfield Junction, LLC, a Utah limited liability company was granted a First Right of Refusal for the Sale and Purchase or Lease of Real Property which was recorded on December 17, 2018 as Entry Number 3134407 in Book 7161 at Page 1207 of official Records in the Davis County Recorder's office.

RETURNED
NOV 12 2019

Said property being more particularly described as follows:

All of Lot 3, CLEARFIELD JUNCTION SUBDIVISION, Clearfield City, Davis County, Utah, according to the official plat thereof. 12-930-0003.

This document shall serve as official notice that Clearfield Junction, LLC, a Utah limited liability company hereby terminates its interest in the First Right of Refusal for the Sale and Purchase of Lease of Real Property and the undersigned further relinquishes all right, title and interest in the above described property as referred to in the above described document.

Dated this 25 day of ~~September~~ OCTOBER 2019

E 3202948 B 7387 P 2485
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/12/2019 03:40 PM
FEE $0.00 Pgs: 1
DEP RT REC'D FOR DAVIS COUNTY

Clearfield Junction, LLC, a Utah limited liability company

By: DONOVAN GILLILAND

Its: MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Davis)

On the 25 day of ~~September~~ OCTOBER, 2019, before me ANTHONY O. THOMPSON the undersigned Notary Public, personally appeared DONOVAN GILLILAND, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.

NOTARY PUBLIC

Anthony O. Thompson
Notary Public State of Utah
My Commission Expires on:
July 28, 2021
Comm. Number: 695025

My Commission Expires: _____ Residing at: _____

2018-809

STATE OF UTAH)
COUNTY OF DAVIS) SS.

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDER.

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 18th DAY OF November, 20 19

RICHARD T. MAUGHAN, RECORDER

Jane Wright DEPUTY



NATIONS FOR CHRIST CHURCH

295e 200s Clearfield Utah

Date. : June 9, 2021

Subject: Offer for this property, 562S 1000E #A, Clearfield UT 84015
Davis County Library North Branch

To : Clearfield City Mayor, MARK SHEPHERD and
Clearfield City Council
C/O Clearfield City Manager, JJ Allen

I, Fernando Calaguas, Head Pastor and President of Nations for Christ Church would like to express my utmost appreciation for your time and consideration for my request to possibly procure the above mentioned property. The place suits perfectly as we continue to serve our community.

The Church is offering $600,000 for the property. I am willing to negotiate for what the entire City Council would agree on and I understand other terms and conditions will follow after the agreement is made.

I am willing to put any earnest money to show my commitment.

God bless you for what you all do for our beloved City of Clearfield.

Respectfully,

Pastor Fernando Calaguas
Head Pastor/President

Date : June 9, 2021

Tel # 801 309 0478

COTTONWOOD TITLE INSURANCE AGENCY, INC.
RECEIVED BY: Marie Gribbs
DATE / TIME: 7-9-21 3:15pm

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of June 9, 2021, including all prior addenda and counteroffers, between Nations for Christ Church as Buyer, and Clearfield CDRA as Seller, regarding the Property located at 562 South 1000 East, Clearfield, UT 84015 - Tax ID# 12-004-0153. The following terms are hereby incorporated as part of the REPC:

1. Purchase price shall be $700,000.00.
2. Sale contingent on formal approval by the Board of Directors of the Clearfield CDRA.
3. Sale contingent on amendment of the existing agreement that requires Davis County to demolish the building (removing that requirement).
4. Earnest money of $5,000.00 shall be due upon mutual acceptance of this Real Estate Purchase Contract, and deposited with Founders Title - 748 Heritage Park Blvd #202, Layton, UT 84041.
5. Property is sold "as-is" with no warranty as to its condition, and Buyer's obligation to purchase the Property is NOT conditioned upon Buyer's due diligence.
6. Settlement shall occur no later than 60 days after the property is vacated by the Davis County Library North Branch.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[ ] Seller [X] Buyer** shall have until 5:00 **[ ] AM [X] PM** Mountain Time on Monday, July 12, 2021 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

7/7/21 4:00 pm

[ ] Buyer [X] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[X] ACCEPTANCE: [ ] Seller [X] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

7/8/21 1:30 pm

(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)