

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
June 21, 2022 – WORK 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.

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. WORK SESSION

Discussion on the North Davis Fire District (NDFD) Development Agreement

Discussion on the Purchasing Policy and the Disposal, Sale, or Surplus of City Property

Discussion on amendments to the Consolidated Fee Schedule

Discussion on amendments to the City budget

Discussion on the City budget

*****ADJOURN THE CITY COUNCIL WORK SESSION AND RECOVENE IN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY (CDRA) WORK SESSION*****

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) WORK SESSION AGENDA

Discussion on CDRA budget amendments

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

Dated this 16th day of June, 2022.

/s/Joannie Strong, 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 801-525-2714, giving her 48-hour notice.



STAFF REPORT

TO: Clearfield City Planning Commission
FROM: Brad McIlrath, Senior Planner
MEETING DATE: Wednesday, June 1st, 2022
SUBJECT: Discussion on the Development Agreement for the North Davis Fire District Station 42 Redevelopment.

DESCRIPTION / BACKGROUND

As identified in the staff report for the site plan review of the new Station 42, the North Davis Fire District (NDFD) is seeking approval of a development agreement for two (2) modifications from the FBC along with other aspects of the redevelopment that are important to outline between Clearfield City and NDFD, also referred to as the “parties.” The following items are in the order they appear in the development agreement.

1. Project Improvements

a. State Street Access Planted Median

The parties agree that the central portion of the planted median located in the shared access from State Street will be removed and redesigned to accommodate vehicular access for fire apparatus and public parking. The lights that are located within the central portion of the planted median will be relocated and placed at the ends of the two (2) remaining portions of the planted median.

b. Clearfield Municipal and Justice Center Campus Architectural Columns and Landscaping

The parties agree that the existing six (6) architectural columns and associated landscaping located along the access roundabout on the property will be demolished and replaced with landscaping.

c. Monument Sign

The parties agree that the “Clearfield Municipal and Justice Center” monument sign located on the property will be demolished and salvaged to Clearfield City. The construction of a new municipal campus sign on the Clearfield City Hall property will be designed and constructed at the expense of Clearfield City.

d. Detention Basin Landscaping

The parties agree that the NDFD will assume all maintenance responsibilities for the detention basin landscaping on the property. Previously, Clearfield City has maintained the site landscaping.

e. **Electrical, Communications, and Emergency Response Controls**

The parties agree that jointly used electrical, communications, and emergency response lines and controls will be preserved and maintained. All electrical lines and others not used by either party will be abandoned.

2. Downtown Form-Based Code FBC Modifications

- a. Due to the use of the site as a fire station with larger vehicles, NDFD is seeking have a 70% maximum impervious coverage calculation as opposed to the 60% maximum impervious coverage allowed by code.
- b. The FBC requires street trees along Center Street and to be placed twenty to forty feet (20'-40') apart on center within the park strip. To maintain site visibility for vehicle and pedestrian traffic and emergency response vehicles departing onto Center Street, NDFD is seeking approval to not install the street trees for this street frontage.

A visual summary of these different elements will be provided in a presentation by Planning Staff during the meeting.

PUBLIC NOTICE AND PUBLIC HEARING REQUIREMENTS

Utah State Code states that if a development agreement is used to modify or alter code standards for a specific development, the same process that is used for ordinance amendments (Legislative Action) must be followed. Similar to a zoning text amendment, a development agreement is changing the standards for a specific development and therefore should be subject to the same level of public participation and public process as an ordinance amendment. Therefore, because this development agreement includes modifications from FBC standards, a public hearing must be held with the Planning Commission and with the City Council as part of the review and approval process of the agreement.

The public hearing with the Planning Commission will be held on June 15th, 2022, and with the City Council on June 28th, 2022. A public hearing notice has been placed on the property and on the Utah State Public Notice website. To date, staff has not received comments or concerns regarding the public hearing.

LIST OF ATTACHMENTS

- Station 42 Development Agreement Draft

NORTH DAVIS FIRE DISTRICT
STATION 42 DEVELOPMENT AGREEMENT

This *Development Agreement* (“**Agreement**”) is made with respect to the Property, as identified below, by Clearfield City, a political subdivision of the State of Utah (“**City**”), and the North Davis Fire District (“**OWNER**”) hereafter referred to as the “Parties”.

RECITALS

A. The North Davis Fire District owns certain real property (“**Property**”) located at 88 E. Center Street (TIN: 12-756-0002), Clearfield, Davis County, Utah, within the municipal limits of the City, as more particularly described in **Exhibit A** attached hereto.

B. The Property is generally located to the southeast of the intersection of Main Street and Center Street.

C. Owner desires to redevelop the Property with a new fire station (“**Project**”).

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

RESTRICTION

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

1. Incorporation of Recitals. The Recitals stated above are incorporated herein by this reference as a part of this Agreement.
2. Project Improvements. The parties agree that the Project will incorporate the following improvements and / or that the improvements within the Project will comply with the following terms and conditions:
 - a. State Street Access Planted Median. The Parties agree that the central most portion of the planted median located in the shared public access along State Street will be removed to accommodate vehicular access for fire apparatus and public parking. The redesign of the median will conform to the design outlined in **Exhibit B**. The lights within the central portion of the planted median will be relocated and placed at the ends of the two (2) remaining portions of the planted median.
 - b. Clearfield Municipal and Justice Center Campus Architectural Columns and Landscaping. The Parties agree that the existing six (6) architectural columns and

associated landscaping located along the access roundabout on the Property will be demolished and to be replaced with new landscaping installed as shown in Exhibit B.

c. Monument Sign. The Parties agree that the "Clearfield Municipal and Justice Center" monument sign located on the Property will be demolished and salvaged to Clearfield City. The construction of a new municipal campus sign on the Clearfield City Hall property will be designed and constructed at the expense of Clearfield City.

d. Detention Basin Landscaping. The Parties agree that the North Davis Fire District will assume all maintenance responsibilities for the detention basin landscaping located on the Property effective immediately.

e. Electrical, Communications, and Emergency Response Controls. The Parties agree that jointly used electrical, communications, and emergency response lines and controls will be preserved and maintained. All electrical lines and others not used by either party will be abandoned. The preservation and abandonment of this common infrastructure is shown on Exhibit C.

3. Downtown Form-Based Code (FBC) Modifications. The Parties agree that the following modifications to the FBC are necessary for the proper and orderly development and future use of the property as a Fire Station. The following two (2) modifications are agreed upon to address public safety and sight visibility along Center Street and to ensure the necessary hard surface for the fire station.

a. Maximum Impervious Coverage. As outlined in the FBC, civic buildings are permitted to have a maximum impervious site coverage of no greater than sixty percent (60%). Due to the nature and use of the site, the Project has been designed to have a maximum impervious coverage of seventy percent (70%). The parties agree to this modification as necessary for the development and future use of the property with large fire apparatus vehicles and equipment.

b. Commercial Street (Center Street) Street Trees. As outlined in the FBC, Center Street is designated as a Commercial Street and as such, street trees are required to be placed within the street buffer (park strip) between twenty feet (20') and forty feet (40') apart. With the fire apparatus bays facing onto Center Street, the parties agree that clear sight visibility for pedestrian and automobile safety is paramount and that street trees are not required to be planted within the street buffer along the Property frontage of Center Street.

4. Public Improvements. All public improvements, except those listed under item 3 of this agreement, are required to be constructed in accordance with standards set forth in the Vested Code and at the expense of the North Davis Fire District. This includes but is

not limited to the streetscape improvements along State Street and Center Street. Following completion and dedication of any public improvements to the City, the City will own and maintain the same.

5. Scope of Obligation. Except as provided for in this Agreement or in the City Code, the Owner will have no obligation to construct any public infrastructure which is oversized or has capacity in excess of what is necessary to serve the needs of the Project. The development shall include the relocation/replacement of infrastructure that needs to be relocated to facilitate this development. To the extent the Owner is required to install such oversized or excess capacity infrastructure, then the Owner shall be reimbursed for the same to the fullest extent required or permitted under the City Code or the Utah Code (including, without limitation, the Utah Impact Fees Act, Utah Code § 11-36a-101, et seq.).

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

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

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

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

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

DATED the _____ day of _____ 2022.

OWNER

North Davis Fire District

By: _____

Name: _____

Title: _____

STATE OF UTAH)

ss:

COUNTY OF _____)

The foregoing Development Agreement was acknowledged before me this _____
day of _____, 2022, by _____ as the
_____ of the North Davis Fire District.

[Seal]

NOTARY PUBLIC

CITY

CLEARFIELD CITY, a Utah municipality

By: _____

Name: _____

Title: _____

Attest:

City Recorder

STATE OF UTAH)

ss:

COUNTY OF _____)

The foregoing Development Agreement was acknowledged before me this ____
day of _____, 2022, by _____ as

Recorder. _____ of Clearfield City and as _____ as City

[Seal]

NOTARY PUBLIC

EXHIBIT A

(Legal Description of Property)

ALL OF LOT 2, CLEARFIELD CITY MUNICIPAL CAMPUS SUBDIVISION. CONT.
1.42000 ACRES

EXHIBIT B
(Site and Landscape Plan)

EXHIBIT C
(FBC Modifications)



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: June 21, 2022
Subject: New Purchasing Policy and Amendments to the Disposal, Sale, or Surplus of City Property

RECOMMENDED ACTION

Presentation and discussion.

DESCRIPTION / BACKGROUND

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by Clearfield City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

The last update to the purchasing policy was late 2009. Due to inflation, the current purchasing policy thresholds have become inefficient and cumbersome. In addition, staff desired a more succinct policy that was easier to interpret. As a result, the policy has been completely redone and simplified.

One point of confusion is the difference between authorization thresholds and bid thresholds, addressed by the sections below.

Authorization Thresholds (Section 2-3-4)

The new policy identifies the purchase amount that can be authorized by a division manager, a department head, and the city manager. No purchase can be authorized if not already included in the Council-approved budget. The authorization thresholds shown below mirror the current financial protocols. However, when and if the Council needs to authorize expenditures has been debated internally and is more nuanced (i.e., if the item is in the budget, hasn't the Council already authorized the expenditure?). As currently drafted, this proposed ordinance would generally not require additional approval from the Council at the time of procurement. Clearfield City's budget details out specific expenses and staff considers the detailed line items as the Council's authorization. However, if any procurement of significance (a term that needs to be defined, and for which staff seeks the Council's input) exceeds the detailed line-item budget, staff will need Council authorization through a budget amendment. The reallocation of funds of significance will also require Council approval.

This proposal will also eliminate the need to separately authorize the Mayor's signature for each project or contract. Also, does the City want the Mayor to sign contracts and documents or is the City Manager's signature sufficient? There is no statutory requirement for the Mayor's signature on many of the contracts and documents that he currently executes on behalf of the City. Rather, these questions deal more with the Mayor and Council's comfort level allowing staff to handle these administrative details. Again, this is an area for which staff seeks the Council's input.

Authorization Thresholds

Division Managers	\$0 to \$5,000
Department Heads	\$5,000 to \$25,000
City Manager	\$25,000 +

Bid Thresholds (Section 2-3-4 D & E)

The purchasing thresholds identify when an open market purchase is sufficient, when three quotes are required, or when formal bidding is necessary. Two separate categories of procurement are identified with different thresholds. Professional services, consultants, or construction projects has a higher threshold before 3 written quotes are required, \$50k instead of \$5k for supplies, equipment, or contractual services.

The current open market/no quotes threshold is \$1k for supplies and equipment, and \$25k for professional services and construction. The current three quotes amount is up to \$25k for supplies and equipment, and up to \$50k for professional services and construction. Amounts over \$25k and \$50k respectively currently require formal bidding.

The variety, complexity, and practicality of purchasing in these different categories makes it difficult to capture in a memo the various reasons for the proposed new thresholds. However, staff will be able to provide examples during the work session discussion that will hopefully illustrate the matters at hand and staff's rationale for the new thresholds.

Proposed Bid Requirements

	Supplies & Equipment	Professional Services & Construction
Open Market	\$0 to \$5,000	\$0 to \$50,000
3 Written Quotes	\$5,000 to \$100,000	\$50,000 to \$100,000
Formal Bid Procedures	More than \$100,000	More than \$100,000

Purchase and Sale of City-owned Real Property and Disposal of City Owned Property (Section 1-12A and 1-12B)

Staff is also proposing amendments to the ordinances governing the purchase and sale of City-owned real property (1-12A) and Disposal of City-owned Property (1-12B). The amendments are intended to provide clarification for those policies

HEDGEHOG ANALYSIS

We already have policies in place so updating them is a lower score on the hedgehog scale, but new policies will increase efficiency and free up staff time.

CORRESPONDING POLICY PRIORITIES

Providing Quality Municipal Services – The purchasing policy and surplus policy add to Clearfield’s fiscal responsibility, transparency, and ethics. The policies maximize the value of purchases, ensures communication, and provides fiscal safeguards.

FISCAL IMPACT

There should be no direct fiscal impact. Less staff time will be spent in procurement.

ALTERNATIVES

- Approve as proposed.
- Modify to achieve a greater comfort level for the Council.
- Retain the current ordinances as is (not recommended).

SCHEDULE / TIME CONSTRAINTS

Updates to this policy are needed but are not terribly urgent. The most significant drawback with our current policy is the requirement to get three quotes for any supplies or equipment over \$1,000.

CHAPTER 3A PURCHASING POLICY

2-3A-1: General Provisions

2-3A-2: Contract Validity and Execution

2-3A-3: Purchasing Administration

2-3A-4: Standards for Purchasing

2-3A-5: Bidding Procedures

2-3A-6: Exception to Bidding Requirements

2-3A-7: Lowest Responsible Bidder

2-3A-8: Appeals and Remedies

2-3A-9: Emergency Purchases

2-3A-10: Insurance and Bonds

2-3A-11: Public Record

2-3A-12: Interlocal Cooperation

2-3A-13: Prohibited Acts and Activities

2-3A-14: Penalty

2-3-1: GENERAL PROVISIONS:

- A. Purpose: The purpose of this chapter is to provide for the fair and equitable treatment of all persons involved in public purchasing by Clearfield City Corporation ("city"), to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.
- B. Application: This chapter applies to agreements for the procurement of supplies, services, equipment, and construction, entered into by the city after the effective date hereof, unless the parties agree in writing to its application to agreements entered into prior to the effective date hereof. It shall apply to every expenditure of public funds by the city for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or agreement funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this chapter shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

- C. Exemptions: When a procurement involves the expenditures of state or federal assistance funds, the city shall comply with applicable state and federal laws and regulations. This policy shall not apply to the purchase or other acquisition of real property, which shall be governed by Title 1, Chapter 12A of this code. This policy shall not prevent the city from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law.

2-3-2: CONTRACT VALIDITY AND EXECUTION:

- A. No liability against the city may be created and no expenditure of public funds may be made which is not for a public purpose.
- B. No contract may become valid or is binding against the City until:
 - 1. The contract has been reduced to writing,
 - 2. The city has received notice from its chief financial officer that funds are lawfully available within budgeted appropriations to fulfill the city's financial obligations thereunder,
 - 3. Where certifications and compliance with federal contract or grant assurances are required, the documents are approved as to form by a city attorney,
 - 4. The contract has been administered by the purchasing manager and fully complies with the city's purchasing requirements,
 - 5. The contract has been reviewed and approved as to form by a city attorney and executed by the Mayor or, where authorized, by the city manager or a department head; and
 - 6. The signature of the Mayor has been attested by the city recorder or, if signed by the city manager or department head, the signature has been countersigned by the city recorder.

2-3-3: PURCHASING ADMINISTRATION:

The chief financial officer shall have the responsibility for the purchasing activities of the city and its various departments. The duties and powers regarding purchasing shall include the following:

- A. Establish and maintain purchasing policies and processes, including the review and approval of purchase requisitions, issue purchase orders, review contracts for the acquisitions of supplies, services, and equipment and administer charge cards.
- B. Provide the transfer of surplus or unused supplies and equipment between departments wherever it can be done effectively.
- C. Review and maintain records and forms related to all purchasing activities.
- D. Pursuant to subsection 1-12A-1 and 1-12B-1, Disposal of Surplus Property, provide for the disposal of surplus or unused supplies and equipment that cannot be utilized by the city, but which has residual value, except where such property has either a fixed cost or a unique value, in which case disposal may be by negotiated sale.

- E. Review requisitions or estimates of a department's requirements for supplies and contractual services as to quantity, quality, or estimated cost, whenever revision is approved by the city manager and department head and determined to be in the best interest of the city.

2-3-4: STANDARDS FOR PURCHASING:

- A. Budget Itemized Purchase Authority: For those purchases of supplies, equipment, professional services, consultants, and construction projects specifically included and detailed within the city's lawfully adopted budget, the individual authorized purchasing authority is as follows:
 - 1. Division Managers: A division manager that is designated by the department head and approved by the chief financial officer may authorize purchases up to **\$5,000**. Sufficient effort should be made on all purchases, regardless of cost, to determine the best value before any purchase is initiated.
 - 2. Department Heads: A department head that is designated by the city manager and approved by the chief financial officer may authorize purchases up to **\$25,000**. Sufficient effort should be made on all purchases, regardless of cost, to determine the best value before any purchase is initiated. A written agreement is required for contractual services or if the purchases require customization, have unique design criteria, or special terms and conditions.
 - 3. City Manager: The city manager, after providing notice of intent to the chief financial officer, may authorize purchases **over \$25,000**. Sufficient effort should be made on all purchases, regardless of cost, to determine the best value before any purchase is initiated. A written agreement is required for contractual services or if the purchases require customization, have unique design criteria, or special terms and conditions.
- B. Non-Budgeted Purchases: Except for incidental purchases consistent with regular operations and those limited unique circumstances outlined within this Chapter, no purchase shall be made for supplies, equipment, professional services, consultants, and construction projects not specifically included and detailed within the city's lawfully adopted budget. Moreover, where the total amount to be paid by the city is less than \$10,000, the city manager may authorize purchases that do not increase the total expense amount approved in the budget by the city council.
- C. Bids Not Required for Certain Work: It is the policy of the city to reserve itself all legal prerogatives to perform services and work with its own personnel and equipment; therefore, nothing in this article shall be construed to require bids to be called for or contracts let for conducting, maintaining, or managing any department, business, or property of the city when it's in the public interest for the city to perform the work with its own personnel and equipment.
- D. Supplies and Equipment

1. Purchases of supplies, equipment, or contractual services of a value of **\$5,000 or less** may be made in the open market without formal bidding procedures and without a written agreement except as provided in this section. Sufficient effort should be made on all purchases, regardless of cost, to determine the best value before any purchase is initiated.
2. Purchases of supplies, equipment, or contractual services of a value **greater than \$5,000 but less than \$100,000** requires at least three (3) written price quotes and shall be obtained prior to the purchasing of supplies, equipment, or contractual services. A record of all written quotes shall be attached to the purchase requisition. A written agreement is required for contractual services or if the purchases require customization, have unique design criteria, or special terms and conditions.
3. Purchases of supplies, equipment, or contractual services of a value **greater than \$100,000** shall be awarded to the lowest responsible bidder as described in 2-3-7 of this chapter pursuant to the formal bidding procedures. A written agreement is required for contractual services or if the purchases require customization, have unique design criteria, or special terms and conditions.
4. Value amounts used herein refer to both unit cost and combined multiple unit cost. The estimated value shall be determined by the department authorized signer, after review of the pertinent requisition and specifications, in order to determine the applicable bidding procedure. The chief financial officer shall have the authority to waive the requirement to obtain written price quotes in such circumstances that are not cost effective or advantageous to the city.

E. Professional Services, Consultants and Construction Projects:

1. Contracts for professional services and construction projects estimated to value **\$50,000 or less** may be made in the open market without formal bidding procedures.
2. Contracts for professional services and construction projects estimated to value **greater than \$50,000 but less than \$100,000** require at least three (3) written price quotes and shall be obtained prior to beginning the project. A record of all written quotes shall be attached to the purchase requisition. A written agreement is required for contractual services.
3. Contracts for professional services and construction projects of a value **greater than \$100,000** shall be awarded to the lowest responsible bidder pursuant to the formal bidding procedures. A written agreement is required for contractual services or if the purchases require customization, have unique design criteria, or special terms and conditions.
4. Except for maintenance and improvement projects performed by city personnel, all construction projects estimated by the city engineer, or other appropriate party to have a value **more than \$100,000**, or where required by state law, shall be advertised for bid and awarded to the lowest responsible bidder as described in 2-3-7 of this chapter, pursuant to the procedure hereinafter prescribed. All such contract awards shall be made by written

contract as provided in section 2-3-2, Contract Validity and Execution, and shall comply with the insurance and bonding provisions of this article.

- F. Refusal to Receive Bids: The city may preclude contractors or suppliers from submitting bids where said proposed bidder has not completely satisfied prior notices to comply with construction documents, drawings and/or other specifications, or has otherwise failed to perform any work for the city or the state in a timely or satisfactory manner. The contractor or supplier may appeal the city's decision to refuse bids from a specific contractor or supplier by filing a written notice of appeal within five (5) days of service of the notice of refusal. The appeal shall be filed with the chief financial officer. An informal administrative hearing shall be held within fifteen (15) days. The hearing shall be conducted and decided by the city manager and two (2) department heads. Their decision shall be final.

2-3-5 BIDDING PROCEDURES:

Where formal bidding is required, the lowest responsible bidder shall be determined using the following procedures:

- A. Invitation for Bids: Notice inviting bids shall include a general description of the articles or services to be purchased, advise where bid forms and specifications are available, and state the process for submitting a bid. Notice for bids shall be posted in accordance with Utah State Code.
- B. Bid Opening: Sealed bids shall be submitted as designated in the notice with the statement "bid for (item)" on the envelope.
 - a. Bids shall be opened:
 - i. In public in the presence of a witness at the time and place stated in the notice; or
 - ii. In an electronic bid opening process where bidders may see the opening of the bid.
 - b. A tabulation of all bids received shall be posted for public inspection for a period of not less than thirty (30) days after the bid opening.
- C. Rejection of Bids: The City Council shall have the authority to reject all bids, parts of all bids, or all bids for any one (1) or more supplies or contractual services included in the proposed contract, when the lowest responsible bid exceeds available funds as certified by the appropriate city officer by more than five percent (5%), or when the public interest will be served thereby, and when permitted by law. Where a bid exceeds available funds and time or economic considerations preclude re-solicitation of work or purchase of a reduced scope or quantity, the purchasing manager may negotiate with the lowest responsible bidder for an adjustment of the bid price, including changes in the bid requirements, to bring the low bid within the amount of available funds.
- D. Tie Bids: If two (2) or more bids received are for the same total amount or unit price, with quality and service being equivalent, and if the public interest will not permit the delay of

readvertising for bids, the City shall accept the lowest bid made after negotiation with the tie bidders or after the time of the bid opening.

- E. Award of Contracts: Contracts shall be awarded to the lowest responsible bidder as provided in this Chapter.
- F. Change Orders:
 - a. All change orders within the approved contingency of the contract award shall be approved by the department head, and then submitted to the chief financial officer prior to any payment.
 - b. Any exception to the above shall be approved by the city council.

2-3-6 EXCEPTIONS TO BIDDING REQUIREMENTS:

- A. Uniqueness: Contracts which by their nature are not adapted to an award by competitive bidding, such as contracts for items available from a 1) single source only, 2) contracts for repair and maintenance of equipment already owned by the city which may be most efficiently performed by the originator of the equipment or its agent, 3) contracts for the purchase of used equipment or items that are unique as to quality, condition and price, or 4) contracts for a particular brand of equipment or product which is uniquely suited to the city's needs by reason of training of its personnel or compatibility with existing equipment, shall not be subject to the competitive bidding requirement.

Whenever it is reasonable to do so, the city shall advertise in the same manner as provided in section 2-3-5, Invitations for Bids of this article, and request proposals prior to the purchase of items stated herein.

- B. General Waiver: The chief financial officer may authorize a waiver of the bidding procedures outlined herein, only where appropriate. Waiver of such procedures requires the city manager's approval if the purchase **exceeds \$25,000**.
- C. Auctions, Closeouts, Bankruptcy Sales: If the city manager determines that supplies, materials, or equipment can be purchased at any public auction, closeout sale, bankruptcy, foreclosure, or other similar sale at a cost below the market cost in the city, the purchase may be made without complying with the competitive bidding requirements of this article if otherwise allowed by law.
- D. Cooperative Agreements: Contracts available to municipalities that have been previously solicited by state and national cooperatives may be utilized. All cooperative contracts are subject to approval by the purchasing manager.
- E. Assumption of External Bid: If the city manager determines that supplies, materials, or equipment purchased by another governmental entity has been made through a competitive bidding process for the same or similar supplies, materials, or equipment, the purchase may, if made within ninety (90) days of said other governmental entity purchase, be made without

complying with the competitive bidding requirements of this article if otherwise allowed by law.

2-3-7 LOWEST RESPONSIBLE BIDDER:

- A. Considerations: In awarding to the lowest responsible bidder, the city shall consider, in addition to price:
1. The quality of the supplies offered.
 2. The ability, capacity, and skill of the bidder to perform the contract or provide the supplies or service required.
 3. Whether the bidder can perform the contract or provide the supplies promptly, or within the time specified, without delay or interference.
 4. The sufficiency of the bidder's financial resources and the effect thereof on their ability to perform the contract or provide the supplies or services.
 5. The character, integrity, reputation, judgement, experience, and efficiency of the bidder.
 6. The quality of the bidder's performance on previous orders or contracts for the city or others.
 7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the city or failed to substantially comply with bid specifications or contract terms and conditions.
 8. Any previous or existing noncompliance by the bidder with laws and ordinances of the city relating directly or indirectly to the subject of the contract.
 9. The ability of the bidder to provide future maintenance and service, where such maintenance and service is essential.
 10. Possession or ability to obtain all necessary city and state licenses either at the time of bid or before doing business with the city, as specified by the contracting agent.
 11. A statement by bidder of all subcontractors he will use who may do or supply ten percent (10%) or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.
- B. Award to Other than Lowest Bidder: When the award is not given to the lowest bidder, a statement of the reasons therefor shall be presented by the department head involved, sent to and approved by the city manager and city attorney and filed with the chief financial officer along with any other papers related to the transaction.

2-3-8: APPEALS AND REMEDIES:

- A. Procurement Protests:

1. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract for procurement may protest the procurement by filing a written protest with the chief financial officer. The protest shall contain the following information:
 - a. The protesting party's name, mailing address and daytime telephone number, the signature of the protesting party or the attorney for the protesting party, and the date the protest is signed; and
 - b. The relief sought, a statement of facts and a recitation of the reasons and legal authority in support of the protest sufficient to permit review.
2. Any protests concerning a competitive sealed bid shall be submitted prior to the closing date for receiving bids or proposals unless the protestor did not know and could not reasonably have known of the facts giving rise to the protest prior to such time, but in any event, all such protests shall be submitted within five (5) business days after the closing date for receiving bids or proposals.
3. Any protest concerning a request for proposals shall be submitted within five (5) business days after the city has issued its notice to award a contract.
4. The city may proceed with the procurement except that the chief financial officer, or designee, may suspend the procurement process for so long as he or she determines is appropriate.
5. The chief financial officer may designate another individual to assist in reviewing the matter, which assistance may include finding facts, analyzing the protest, and making recommendations to the chief financial officer.
6. The chief financial officer, or designee, the chief financial officer's designated representative may request additional information from the protesting party or from other persons to make a determination. The protesting party shall provide all information requested by the chief financial officer, or designee, reasonably needed to decide the protest except information which is protected from disclosure by law, or which could reasonably be expected to result in unfair competitive injury to the protestor in spite of the protections for the protestor provided by law, including the Utah government records access and management act, Utah Code Annotated section 63G-2-202 *et seq.*
7. The chief financial officer, or designee, shall review and decide protests, and shall issue a written determination to the protesting party within fifteen (15) business days of receipt of the protest.
8. The protesting party may appeal the written decision of the chief financial officer, or designee, by filing a written appeal with the city manager within five (5) business days of the chief financial officer's written determination. The notice of appeal shall contain the following information:

- a. The petitioner's name, mailing address and daytime telephone number, the signature of the petitioner or of the attorney for the petitioner, and date; and
 - b. The relief sought, a statement of facts and a recitation of the reasons and legal authority in support of the protest sufficient to permit review.
9. The city manager shall review and hear the appeal. No later than five (5) business days after receiving a notice of appeal, the city manager shall schedule a hearing on the appeal. Unless otherwise agreed to by the city and the petitioner, the hearing shall be held no sooner than five (5) business days and not later than thirty (30) business days from the date of the filing of the appeal.
10. At the hearing before the city manager, the appellant and the city's representative shall be allowed to testify, present evidence, and comment on the issues. The city manager may allow other interested persons to testify, comment or provide evidence on the issues.
11. No later than fifteen (15) business days after the hearing, the city manager shall issue a signed order either granting the petition in whole or in part, or upholding the determination of the chief financial officer, or designee, in whole or in part. The order of the city manager shall include:
 - a. The decision, and any reasons for the decision the city manager may wish to provide; and
 - b. A statement that any party to the appeal may appeal the decision to the state district court.
12. If the city manager fails to issue a decision within fifteen (15) business days after the hearing, said failure shall be considered the equivalent of an order denying the appeal.
13. The city manager may appoint a person other than the chief financial officer to fulfill his or her respective responsibilities described in this section.

B. Agreement Claims:

1. Decision of the Chief Financial Officer: All claims by a contractor against the city relating to an agreement, except bid or proposal protests, shall be submitted in writing to the chief financial officer, or designee, for a decision. The contractor may request a conference with the chief financial officer, or designee, on the claim. Claims include, without limitation, disputes arising under an agreement, and those based upon breach of agreement, mistake, misrepresentation, or other cause for agreement modification or decision.
2. Notice to the Contractor of the Chief Financial Officer's Decision: The decision of the chief financial officer, or designee, shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of its appeal rights under subsection B3 of this section.

3. Finality of the Chief Financial Officer's Decision; Contractor's Right to Appeal: The chief financial officer's decision shall be final and conclusive unless, within fourteen (14) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the city manager, or commences an action pursuant to the Utah Governmental Immunity Act, Utah Code Annotated section 63G-7-101 et seq.
 4. Failure to Render Timely Decision: If the chief financial officer, or designee, does not issue a written decision regarding any agreement controversy within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- C. Authority of the Chief Financial Officer to Settle Bid Protests and Agreement Claims: The chief financial officer, or designee, after consulting with the city attorney, is authorized to settle any protest regarding the solicitation or award of a city agreement, or any claim arising out of the performance of a city agreement, prior to an appeal to the city manager, or the commencement of an action in a court of competent jurisdiction.
- D. Remedies for Solicitations or Awards in Violation of Law:
1. Prior to Bid Opening or Closing Date for Receipt of Proposals: If prior to the bid opening or the closing date for receipt of proposals, the chief financial officer, or designee, after consultation with the city attorney, determines that a solicitation may be in violation of federal, state, or local law, then the solicitation or proposed award shall be canceled or revised to comply with applicable law.
 2. Prior to Award: If after a bid opening or the closing date for receipt of proposals, the chief financial officer, or designee, after consultation with the city attorney, determines that a solicitation or a proposed award of an agreement may be in violation of federal, state, or local law, then the solicitation or proposed award shall be canceled.
 3. After Award: If, after an award, the chief financial officer, or designee, after consultation with the city attorney, determines that a solicitation or award of an agreement that may have been in violation of applicable law, then:
 - a. If the person awarded the agreement has not acted fraudulently or in bad faith, the agreement may be ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or
 - b. If the person awarded the agreement has acted fraudulently or in bad faith the agreement may be declared null and void or voidable, if such action is in the best interests of the city.

2-3-9: EMERGENCY PURCHASES:

In case of an actual or apparent emergency which requires immediate procurement of supplies or contractual services, the affected department head may approve acquisition at the lowest attainable price without further compliance with the procedures provided herein. In such event, however, a full report of the circumstances of the emergency purchase shall be filed by the chief financial officer with the city manager. Upon approval of the city manager, the report will be filed with the chief financial officer and shall be open to public inspection. An “emergency” is any fact, circumstance, or situation which threatens injury or damage as the result of any happening or circumstance which would delay the work of the city in such manner as to vitally affect life, health, or convenience of the public.

2-3-10: INSURANCE AND BONDS:

- A. General Requirements: When directed by the City Council, city manager, or chief financial officer, or when required by state statute or city ordinance, insurance certificates and/or bonds, whether permit, bid, performance, maintenance, or materialmen, shall be provided by a party contracting with the city to the chief financial officer in a form approved by the city attorney and in amounts recommended by the department head affected and the city attorney, and approved by the city manager. Such bonds or insurance shall: (1) name the city as an additional insured; (2) be cancelable; provided, that no cancellation thereof may be made without first giving the city at least ten (10) days’ prior written notice; and (3) be in sums sufficient to fully protect the city and its interests. All corporate guarantors or sureties shall be licensed to do business in the state and shall be sound and reputable firms, as determined acceptable by the city attorney.
- B. Bid Security:
 - 1. Bid security in an amount equal to at least five percent (5%) of the amount of the bid shall be required for all competitive sealed bidding for construction contracts where the total value of the contract is **more than \$50,000**. Bid security shall be a bond provided by a surety company authorized to do business in this state, the equivalent in cash, or any other form satisfactory to the city.
 - 2. When a bidder fails to comply with the requirement for bid security set forth in the invitation for bids, the bids shall be rejected unless it is determined that the failure to comply with the security requirements is nonsubstantial.
 - 3. After the bids are opened, they shall be irrevocable for the period specified in the invitation for bids, except as provided below. If a bidder is permitted to withdraw a bid before award, no action shall be taken against the bidder or bid security.
 - 4. If after being accepted the bid fails, the bid security bond shall be forfeited unless there has been a mistake in the bid of such consequence as to make it apparent that: a) a meeting of the minds never occurred and that enforcement of the contract would be unconscionable;

b) where the mistake related to a material feature of the contract; c) where the mistake does not constitute culpable negligence or violation of a positive legal duty; d) where the city has been placed in status quo so that it suffers no serious prejudice; or e) in such other circumstances as determined by the City Council.

C. Performance Bonds:

1. The contractor on a project to construct public improvements shall be required to post a performance bond, a payment bond, and a maintenance bond; provided, however, that if the estimated construction cost is **under \$50,000**, or if, in the opinion of the City Council, the cost of requiring the bond will exceed the risk or benefit to the city, the city may waive the performance bond requirement, provided other arrangements are made to assure that laborers and materialmen on the project will be paid in full.
2. The chief financial officer shall have the authority to require a performance bond before a contract is entered into to purchase or acquire supplies or services, in such amount as may be reasonably necessary to protect the best interest of the city.

2-3-11: PUBLIC RECORD:

The statements of reason for rejection of a low bid as provided in subsection 2-3-8C of this article, the reasons for an emergency purchase made pursuant to section 2-3-12, Emergency Purchases of this article, any waiver pursuant to subsection 2-3-3B of this article, and any estimate of the cost of public construction work made by the city engineer pursuant to subsection 2-3-4E of this article, where the estimate **exceeds \$5,000**, shall become a part of the official records of the city and shall be made available to the public upon request.

2-3-12: INTERLOCAL COOPERATION:

Wherever the public benefit can be maximized, and costs minimized by entering into joint agreements with other public agencies within the state for the purchase or construction of any commodity, service, or public work, the city shall have the power to so agree upon pursuant to the Utah Interlocal Cooperation Act, Utah State Code Ann. § 11-13-101, *et. seq.*, as amended.

2-3-13: PROHIBITED ACTS AND ACTIVITIES:

No contract or purchase shall be subdivided to avoid the requirements of this article.

It shall be unlawful for any officer, agent, or employee of the city, or any outside party or entity dealing or seeking to deal with the city to engage in any of the following practices:

- A. Collusion or other agreement among bidders or prospective bidders, in restraint of freedom or competition, to fix or in any way rig prices or bids. In addition, any bid tainted with such collusion shall be voidable at the option of the city.
- B. Disclosure in advance of the opening of bids of the amount or content of one bid to another bidder or potential bidder. If such disclosure is deemed sufficiently material by the city manager, it shall void the bidding process and require a new advertisement or request for bids.
- C. Purchase of supplies or equipment for the personal use of an officer, agent, or employee of the city in the name of the city, whether part of a city purchase or contract or separate, and whether paid for with city funds or personal funds of the purchaser. Sole exception shall be where the item or items purchased are required parts of a worker's equipment or uniform and necessary to the successful performance of his duties as a city officer or employee, although personally owned by him.

2-3-14: PENALTY:

The penalty for actions made unlawful by this article shall be a class B misdemeanor or infraction, in the discretion of the charging city attorney, unless those actions involve conduct which would be a felony under the laws of the state, in which event the county or state may so charge the offense. Conviction of the offense, other than a felony offense, shall subject the violator to penalty as provided in section 1-4-1 of the Clearfield City Municipal Code.

Imposition of a criminal penalty shall not affect the city's right to take administrative action regarding an employee, impose sanctions against a contractor or purchaser such as a refusal to deal with him further, or avail itself of any other right which it may have by law or otherwise.

CHAPTER 12A

PURCHASE AND SALE OF CITY-OWNED REAL PROPERTY

1-12A-1: Definitions

1-12A-2: Purchase of Real Property

1-12A-3: Disposal of Surplus City-Owned Real Property

1-12A-4: City-Owned Real Property Sale and Purchase Limitations

1-12A-1: DEFINITIONS:

CITY-OWNED REAL PROPERTY: Any parcel of real property owned by the city excluding real property held jointly with other entities under the Utah interlocal cooperation act, Utah Code Ann. §11-13-101 *et. seq.*, or real property purchased and held under the Utah redevelopment agencies act, Utah Code Ann. §17B-4-101 *et. seq.*

DISPOSAL: The alienation of city owned real property by sale, trade, or transfer of title.

SIGNIFICANT PARCEL: Any parcel of real property with an estimated fair market value of one hundred thousand dollars or more.

1-12A-2: PURCHASE OF REAL PROPERTY:

In addition to those legal requirements set forth in Utah Code Ann. §10-8-2 *et. seq.*, the chief financial officer, or designee shall authorize the purchase of real property as follows:

- A. Purchase of Real Property; Conditions of Purchase: Prior to the purchase of any significant parcel of real property, as defined in this code, in fee simple, the seller of said property must provide the city or the community development and renewal agency the following information:
1. An affidavit in a form approved by the city attorney's office from the owner/seller detailing among other things:
 - a. The history of use of the property for the past fifty (50) years.
 - b. Whether or not the property is at natural grade level or has been filled; and
 - c. The type of businesses or activities that have been conducted on the property.
 2. Completion of an environmental assessment of the site by a qualified professional engineer. The scope of the environmental assessment and the engineer to be utilized in the performance of the environmental assessment must be approved by the city prior to the commencement of the assessment. No property shall be purchased when a report has been completed which indicates the presence of any materials in violation of the state department of health, Davis County board of health regulations and/or the regulations of the environmental protection agency pertaining to hazardous waste and/or petroleum products

until such time as an appropriate clearance has been received by all the appropriate regulatory entities.

3. Execution of a hazardous indemnification agreement in a form approved by city attorney's office.
4. A copy of the affidavit of use, environmental assessment and indemnity agreement shall be filed in the office of the Clearfield City recorder at least forty-eight (48) hours prior to closing of the transaction for the acquisition of the property.
5. For this section, the term "purchase" shall include dedication of a significant parcel of real property, acquisition for value including purchase, donation, acquisition by an exchange of property or an action filed for acquisition by eminent domain.

1-12A-3: DISPOSAL OF SURPLUS CITY-OWNED REAL PROPERTY:

The chief financial officer or designee shall authorize the sale of any city-owned surplus real property to the public by auction, sealed bid, or other acceptable method.

A. City-Owned Real Property (Land)

1. Disposal of surplus land shall be disposed of pursuant to Utah Code Ann. §10-8-2(4)(a), as amended, and all other state, federal, or regulatory requirements. As such, the city defines a significant parcel above, and requires the following reasonable notice.
 - a. Publishing or posting notice of a public hearing on the proposed disposition of a significant parcel or real property:
 - i. On the City's website,
 - ii. On the Utah Public Notice website, and
 - iii. Mailing such notice to the adjacent property owners.
2. The city may lease or sublease city property under conditions as are deemed desirable, fair, and appropriate, considering the intended land use and equivalent property tax value, and are in the best interest of the city.

1-12A-4: CITY-OWNED REAL PROPERTY SALE AND PURCHASE LIMITATIONS:

1. Pursuant to the City's Municipal Ethics Commission and the Utah Municipal Officers' and Employees' Ethics Act, the city shall not knowingly sell surplus real property to an elected officer, appointed officer, or municipal employee and it is strictly prohibited for any elected officer, appointed officer, or municipal employee of the city to purchase

surplus city real property. Clearfield Municipal Code §1-7-10, and Utah State Code Ann. §10-3-1301 *et seq.* This restriction includes any family member, “straw buyer,” or entity/individual in which the elected officer, appointed officer, or municipal employee has a substantial interest.

2. Absent evidence to the contrary, the general purchase of surplus city-owned real property from a third-party auction by an elected officer, appointed officer, or municipal employee is not considered a violation of the City’s Municipal Ethics Commission and the Utah Municipal Officers’ and Employees’ Ethics Act. Clearfield Municipal Code § 1-7-10, and Utah State Code Ann. §10-3-1301 *et seq.*

CHAPTER 12B

DISPOSAL OF CITY-OWNED PROPERTY

1-12B-1: Definitions

1-12B-2: Disposal of Surplus City-Owned Property

1-12B-3: Property Sale and Purchase Limitations

1-12B-1: DEFINITIONS:

CITY-OWNED PROPERTY: Any item that the city owns or has legal title over, except city-owned real property defined below, such as supplies, equipment, appliances, automobiles, or other tangible items that carry the promise of future worth.

1-12B-2: DISPOSAL OF SURPLUS CITY-OWNED PROPERTY

The chief financial officer or designee shall authorize the sale of any city-owned surplus property to the public by auction, sealed bid, or other acceptable method.

A. Surplus Property Disposal Form

1. When a department head determines that property is surplus or excess to current needs, a declaration will be made using the “Surplus Property Disposal Form” provided by the chief financial officer. The form must be filled out and signed by the department head.
2. Vehicle titles must accompany the vehicle, with the transfer section unsigned as titles become negotiable once signed. Odometer Statements must also accompany the vehicle and be properly completed and signed by the chief financial officer. Vehicle license plates, city logos, lights (if applicable), and all applicable accessories must be removed. If the vehicle is being considered for trade-in, it must be clearly documented on the Surplus Property Disposal Form with justification that this is the best method of disposal.
3. City-owned property that carries the promise of future worth shall not be destroyed, sold, transferred, traded-in, discarded, donated, or otherwise disposed of without submitting a properly completed Surplus Property Disposal Form.
4. An estimated current value or minimum acceptable selling price should be listed on the Surplus Property Disposal Form. Salvage property will be destroyed or donated and must

be described on the disposal form and a recommendation listed.

5. After an item is sold, the Surplus Property Disposal Form must be completed, and the form must be submitted to the chief financial officer and will be maintained by the city pursuant to the government retention laws.

B. Sale of Property

1. Except for the procedures described in paragraph (2) below, surplus city property shall be sold to the public at auction by a third party. A minimum price/bid may be established by the Department Head or designee over the surplus city property to be sold to the public by auction to better ensure that the city received fair compensation for the property.
2. The direct sale of surplus property by the city to a purchaser through a platform such as online classifieds (eBay, ksl.com, etc.) is considered an acceptable method for the sale of property, if in the opinion of the city manager, such method of sale is determined to be fiscally advantageous to the city.
 - a. After declaration of real property to be surplus, the chief financial officer or designee may proceed to dispose of such property through properly advertised public notice and public hearing.
 - b. The disposal of surplus firearms shall comply with Utah Code Ann. § 24-3-101 *et. seq.*, as amended and all applicable federal laws and regulations.

1-12B-3: PROPERTY SALE AND PURCHASE LIMITATIONS

1. Pursuant to the City's Municipal Ethics Commission and the Utah Municipal Officers' and Employees' Ethics Act, the city shall not knowingly sell surplus property to an elected officer, appointed officer, or municipal employee and it is strictly prohibited for any elected officer, appointed officer, or municipal employee of the city to purchase surplus city property. Clearfield Municipal Code §1-7-10, and Utah State Code Ann. §10-3-1301 *et seq.* This restriction includes any family member, "straw buyer," or entity/individual in which the elected officer, appointed officer, or municipal employee has a substantial interest.

2. Absent evidence to the contrary, the general purchase of surplus city-owned property from a third-party auction by an elected officer, appointed officer, or municipal employee is not considered a violation of the City's Municipal Ethics Commission and the Utah Municipal Officers' and Employees' Ethics Act. Clearfield Municipal Code § 1-7-10, and Utah State Code Ann. §10-3-1301 *et seq.*



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Eric Howes, Community Services Director
MEETING DATE: June 21, 2022
SUBJECT: Consolidated Fee Schedule changes for Community Services

RECOMMENDED ACTION

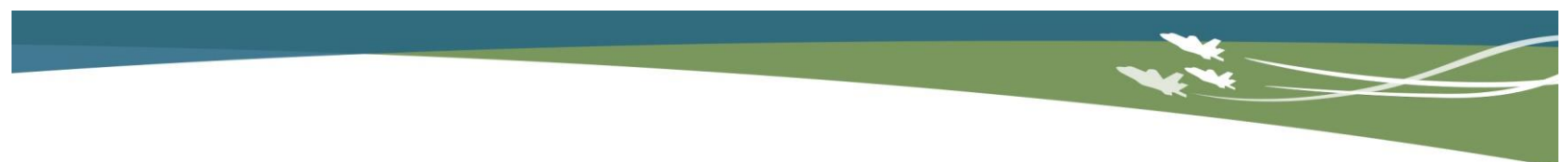
Approve the proposed changes the consolidated fee schedule related to a variety of fees including:

1. memberships, admissions, punch passes, building rentals, and childcare and the Clearfield Aquatic and Fitness Center.
2. Facility rental fee changes for the Community Arts Center and city hall.
3. Field use rates for baseball and softball fields.
4. Pavilion rentals

DESCRIPTION / BACKGROUND

The implementation of the business plan for the Community Services Department provided the city with a consistent methodology for determining fees for services provided by the department. Based on this model, fee increases are recommended in the following areas as indicated.

1. Aquatic And Fitness Center Fees
 - a. Memberships – When these rates were increased in 2020, a three-step implementation plan was approved with annual increases of 16.8%. The first step was completed but due to the pandemic, steps 2 and 3 have not yet been implemented. Additional adjustments to the original model and accounting for rental revenue for the CAFC to offset expenses would suggest that an average 10% change per membership category may be sufficient to meet cost recovery goals.
 - b. Admissions – While 100% of the increases to admissions revenue for the CAFC were implemented in 2020, the recommended adjustments are necessary to encourage the purchase of memberships over daily admission fees.
 - c. Punch Passes – The price of a punch pass is determined by the cost of daily admission multiplied by the number of visits. There is no quantity discount with punch passes. When the admission price increases, the price of punch passes will also increase.

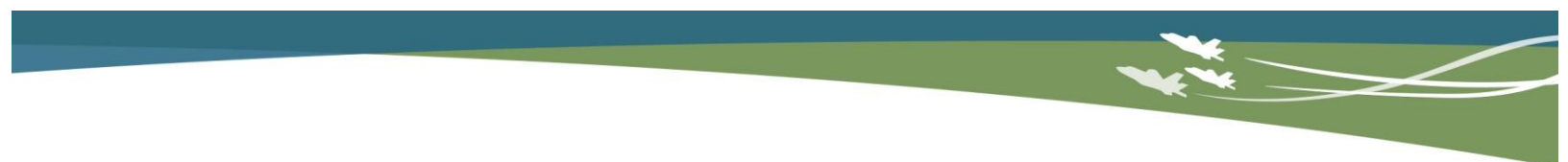
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- d. Building Rentals – The fee for renting various parts of the CAFC and party rental rates have not been increased since the facility opened 17 years ago. These increases represent the adjustment necessary to meet the market for the rental of these spaces, and to meet cost recovery goals. The expenses for CAFC rentals is included in the CAFC operating budget, but the revenues have historically not been accounted for as CAFC revenue. With this change in accounting, rental revenues will modify cost recovery model for the center. The proposed increases in facility rental fees is intended to accomplish the cost recovery goals of the center.
 - e. Child Care – These fees have not been adjusted since the center opened and adjustments are necessary to meet cost recovery goals.
 - f. Swim team and swimming lesson fees – Fees for these services will be increased according to the business plan as adopted in 2020. These programs will be subject to annual analysis for cost recovery (total direct costs) in the same way as Recreation and Arts programs and will generally not be included in the Consolidated Fee Schedule.

2. Facility Rentals

- a. Community Arts Center – The Renovation of the Arts Center has necessitated a change in rental fees for the facility. More rooms are now available and a rental structure for the use of these rooms has been created. The expenses associated with the rental of this facility are included in the operating budget of the Recreation and Arts Division, but the revenues have not historically been accounted for in cost recovery calculations.
- b. City Hall – Fees for the use of the multipurpose room in City Hall have not been adjusted in many years. These fee increases are necessary to cover increased costs associated with the provision of building monitors available during these events.

3. Field Use Fees

- a. Baseball and softball fields – With the implementation of the business plan in 2020, field use fees for other sports fields was increased to cover the additional costs associated with their use by outside groups. At that time, the costs associated with the use of baseball and softball fields was not calculated. This increase is intended to cover those costs. In the case of the Ute Football Conference, the cost of the use of these fields for the fall of 2022 was discussed previously (prior to these proposed increases) and staff would recommend not implementing these fees for that group until after their 2022 season is complete.

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4. Pavilion Rental Fees – These fees have not been changed in more than 15 years. A minor adjustment is recommended to help cover the cost of cleaning these areas before use. Staff is also recommending a change to the time frame of pavilion rentals. Historically, the \$35 fee would reserve a pavilion for the entire day. The proposed change would limit the reservation to a four-hour time block. Rentals for more than four hours would require the payment of an additional fee to reserve an additional four-hour time block. This change will allow for multiple rentals of the same pavilion on the same day. Currently, only one rental per day is possible even though the majority of these reservations last for fewer than four hours.

The goal of the business plan for Community Services is to offset the operational expenses of the Aquatic and Fitness Center, Recreation and Arts programming. The proposed fees are necessary to accomplish this goal and reduce the current subsidy of these services by the general fund.

HEDGEHOG ANALYSIS

My hoglet score for this item is a 22. The implementation of these fees and the revenue derived from them is in exact compliance with the business plan. The goal of the business plan is to recover the costs of the services provided. The only area of the “Hedgehog Prioritization Tool” where these fees scored poorly was #3 “Tradition, rituals, and sacred cows.” However, over time, the continued implementation of the business plan and the implementation of associated fees will allow us to create a community with the amenities (infrastructure) and services that serve to “Create a place where people want to be.”

CORRESPONDING POLICY PRIORITY (IES)

Improve Clearfield’s Image, Livability, and Economy. Provide for high quality facilities and services.

FISCAL IMPACT

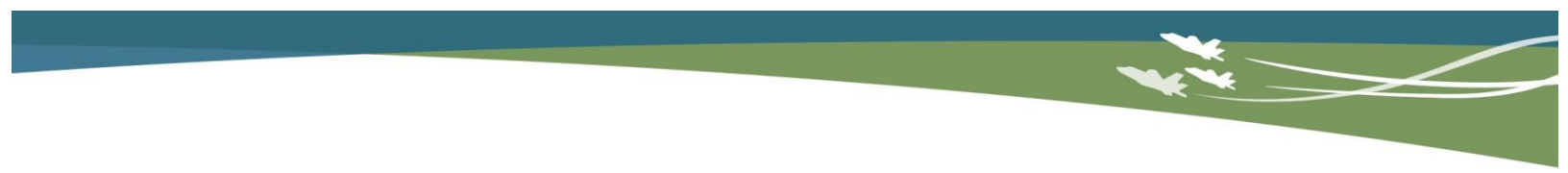
- a. **FISCAL** – The goal of these proposed increases is to cover the costs of operations.
- b. **OPERATIONS / SERVICE DELIVERY**- The cost recovery of our programs and services is critical for the long term operation of the Aquatic Center, Arts Center, and Recreation programming.

ALTERNATIVES

- Fees could remain as they are currently.

SCHEDULE / TIME CONSTRAINTS

The new fees will go into effect as soon as possible after July 1, 2022.



LIST OF ATTACHMENTS

Community Services Fee Changes 2022



STAFF REPORT

To: Mayor Shephard and City Council Members
From: Adam Favero, Public Works Director
Meeting Date: June 14, 2022
Subject: Consolidated Fee Schedule

Recommended Action

Discuss amendments to the Consolidated Fee Schedule regarding Street Cut Permits (Excavation Permits), Water Meter Fees, Fire Hydrant Meters, Civil Plan Review and Civil Inspections

Description / Background

Street Cut Permit (Excavation Permit):

The original purpose of the Street Cut Permit was to keep track of the 3rd party utility contractors working throughout the city. The city wanted to insure they were aware of the street cuts and the work was complying with all city standards. While the goals of the fees are still consistent with the past, staff has added additional fees to the permit.

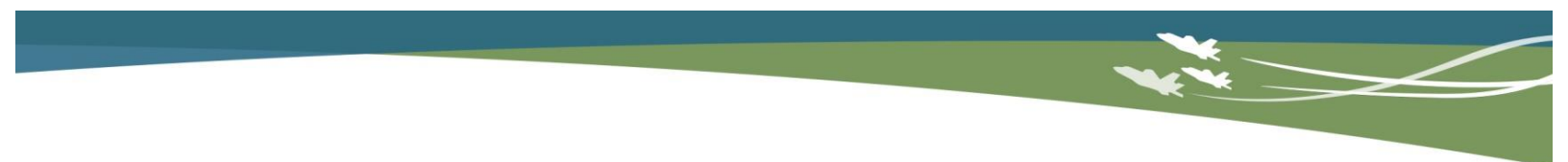
The proposed Diminishing Road Integrity Fee's methodology for calculation has been improved to provide a more accurate calculation of the project area. The proposed Surety Bond Fees have been updated to better protect the city's assets. The Miscellaneous Fees are additions to the street permit fees; these fees will cover the accompanying costs. To address the concerns staff has on the duration of an open permit, staff is proposing adding a duration time component to the fee schedule.

The intent of the proposed updates and additional fees is to make sure the city is covering all the cost associated with the management of the Street Cut Permits and to ensure the work being performed complies with the city's standards.

Water Meter Fees:

The water meter fee is a fee the city charges for any new water meters to be installed in the water system. There are two fees associated with the water meter fees; the cost of the actual water meter and the cost to install each meter. Staff worked with the city's water meter supplier to obtain current quotes for the various sized meters the city uses. The cost to install each meter was also recalculated for each meter size.

The intent of the updated fee is to make sure that the city is covering the costs to purchase and install the water meters in new developments throughout the city.



Fire Hydrant Meters:

The Fire Hydrant Meter fee is included in the city's consolidated fee schedule to provide bulk water for several different types of uses. The city receives several requests each month, from different contractors, for bulk water supply. To account for the costs of providing bulk water the city has a process and a fee known as the Fire Hydrant Meter fee.

The Fire Hydrant Meter fee is not a new fee to the consolidated fee schedule. The intent of the updated fee is to make sure the city is covering the cost to provide bulk water.

Civil Plan Review and Civil Inspections:

In years past, we have had our consultant review development plans and we have passed the cost of their bill on to the applicant. Since we have brought this service in-house, we need to start charging a fee for those reviews and construction inspections to cover the cost of the employee doing them.

The civil plan review fee is figured assuming a maximum of four submittals and subsequent reviews, with an additional fee in place for each additional review.

The civil inspections fee will be calculated as 2% of the total construction cost provided by the developer's engineer. This cost estimate will be approved by the city engineer for their performance bond total.

Corresponding Policy Priorities

- Providing Quality Municipal Services

Alternatives

For the rate to take effect July 1, the adoption of the changes to the fee schedule must occur in June.

Schedule / Time Constraints

Wait to increase the rates.

List of Attachments

- Draft Consolidated Fee Schedule (proposed changes in red)



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: June 21, 2021
Subject: Utility Fee Adjustments – July 2022

Recommended Action

Staff recommends the City Council adjust the Water Base Fees and the curbside recycling fee, effective July 1, by adopting the proposed changes to the consolidated fee schedule.

Description / Background

Garbage & Recycling Collection

As discussed during a budget meeting in May, Waste Management is imposing an 11% increase—3.6% CPI plus 7.4% extraordinary adjustment. The city will absorb the .57 cents on the first container. The proposed changes are as follows:

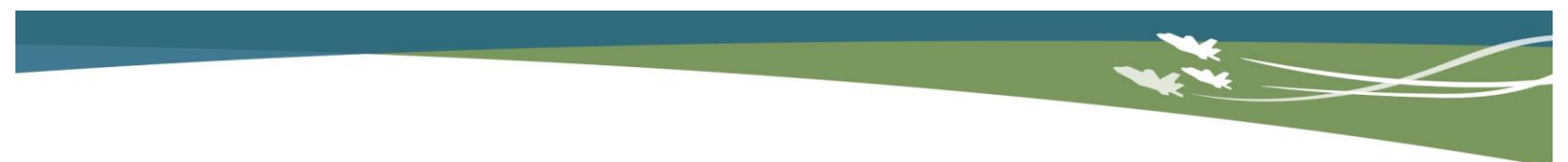
	Current	Proposed	
First Trash Container	\$16.75	\$16.75	0%
Additional Trash Container	\$10.00	\$10.50	5%
Clean-up Dumpsters	\$100	\$134	34%
Recycling 0% to 74%	\$4.95	\$5.50	11%

Utility Misc Fees

Second Delinquent Notice—The first delinquent notice is a letter with a fee of \$10, this second delinquent notice is a door hanger placed about 48 hours before potential water shut off. The third delinquent notice is water shut-off eligibility with a fee of \$35. The actual cost to the city is about \$52 for a water shut-off.

The \$10 door hanger fee was established in 2016. The City now incurs approximately \$10.25 in costs to process and deliver the second notice. Staff proposes to increase the fee **from \$10 to \$15**.

Water Meter Tampering & Damage – Once an account is shut off for non-payment, the city does not turn it back on until all past due and fees are paid. The City turns the water back on when payment is received. The incidences for water turned back on by the occupant without payment is on the rise. The result is meter tampering and theft of services. After meter tampering with no payment, the City will shut the water off again and lock the meter if possible. A couple of times a year the lock is cut and often the meter damaged by the occupant. The proposed fees make it clear what we will charge for tampering and meter damage.



	Current	Proposed
Second Delinquent Notice	\$10	\$15
Water Meter Tampering	\$100-\$250	\$150
Water Meter Damage	\$100-\$250	\$500

Hedgehog Analysis

The hoglet score is 19. Fees are already in place, but do not cover costs. It is possible to delay these adjustments, but the costs to provide the service remains.

Corresponding Policy Priorities

Sustainable utility funds ensure providing quality municipal services.

Fiscal Impact

This proposed July increase will result in an approximate increase of \$155,000 in the Water Fund. However, reduced water consumption, especially from conservation efforts this year, may reduce total revenues. The increased revenue will help the Water Fund borrow for projects, if needed, and help with sustainability.

Schedule / Time Constraints

For the rate to take effect July 1, the adoption of the changes to the fee schedule must occur in June.

Alternatives

Wait to increase the rates. This would probably result in a larger increase all at once.

List of Attachments

- Draft Consolidated Fee Schedule (proposed changes in red)

MISCELLANEOUS	
Returned Payment	\$20.00
Chicken License	\$15.00
Original Art Mural Permit	\$50.00 plus inspection fees
Neighborhood Dumpsters	\$100.00
Online Traffic School Tuition	\$50.00

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

FIRE HYDRANT METERS	
Short Term Meter (3 days or less)	\$35 + usage charges
Long Term Meter (4 or more days)	\$60/month + usage charges
Usage Charges	\$5.00 per 1000 gallons
Lost, broken or damaged meter (with RPZ assembly)	\$2,000.00
Lost, broken or damaged meter (with Check Valve)	\$1,649.00
Fire Hydrant Tampering	\$250.00

DOCKLESS SHARED MOBILITY DEVICE	
Relocation Fee	\$20.00
Impound Fee	\$80.00



STAFF REPORT

To: Mayor Shephard and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: July 21, 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 June 28.

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

Budget authority is legally required. Individual expense item scores are listed.

Fiscal Impact

The proposed General Fund amendments net use of unrestricted GF fund balance total \$820,308. This would bring the total budgeted use of General Fund reserves/available cash for FY22 to \$4,053,502. 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 43% or \$1.7M 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

FY2022 Budget Amendment Items - Resolution 2022R-

Fund	Division			Expense		Hoglet		Source
Division	#	Account	Expense Account Title	Adjust	Description	High 18-24	Source Account Title	Adjustment
General Fund								
Dispatch	104215	631006	Contracted Service	74,170	Dispatch Consolidation-\$116,087 total Remainder FY23	21	10-116201 E-911 Reserve	74,170
CDBG	104632	693001	Pass Through	190,000	Park and Open Space improvement		CDBG Revenue	190,000
PARAT				125,000	Steed Pickleball Parking			
Risk Management	634443	624101	Claims & Damages	25,000	The Hack	NA	50% EMPG Grant, 50% Balance	25,000
Revenue -Federal Grants	100000	331001	Federal Grants	12,500	The Hack - EMPG Grant		Grant	12,500
Allocated to many Division	many	631003	Insurance Fees	25,000	The Hack		Fund Balance & Grant	25,000
HR	104141	621101	Publications & Subscriptic	8,950	Lexipol for City Policy reallocation. FY23 is \$7,400 (need to adjust)		Fund Balance	8,950
Interdepartmental	104151	624206	Wireless Communication	25,000	Under budgeted last two years		Fund Balance	25,000
Interdepartmental	104151	627002	Natural Gas	14,000	Increased Cost..need to adjust FY23 also		Fund Balance	14,000
Total New Use of Unrestricted Fund Balance Items				60,450				
CDRA								
Lifetime CRA	204625	645004	Developer Increments	16,501	Lifetime tax increment		Lifetime Tax Increment	16,501