

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
August 2, 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 Public Facilities (PF) and Civic (CV) Zoning Text Amendments

Discussion on the Rezone of Parks to Public Facilities (PF)

Discussion on the Final Subdivision Plat for Legend Hills Phase 4

Discussion on the 3rd Quarter Sales Tax Reimbursement Interlocal Cooperation Agreement for the 800 N
Roadway Improvement Project

Discussion on the Parks, Art, Recreation, Aquatic, and Trails (PARAT) Tax Review

Discussion on amendments to the FY23 City budget

*****ADJOURN THE CITY COUNCIL WORK SESSION *****

Dated this 28th day of July, 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.



Planning Commission

STAFF REPORT

AGENDA ITEM
#3

TO: Clearfield City Planning Commission

FROM: Spencer W. Brimley, Comm. Dev. Director
Spencer.Brimley@clearfieldcity.org
(801) 525-2785

MEETING DATE: Wednesday, July 20, 2022

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 2022-060057**, a request by Clearfield City to amend Clearfield City Code as it applies to the regulation of monument signs in the P-F and CV zones. **(Legislative Action).**

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation **APPROVAL** for **ZTA 2022-060057**, a zoning text amendment request by Clearfield City to amend Clearfield City Code as it applies to the regulation of monument signs in the P-F and CV zones.

This recommendation is based upon the information and findings outlined in this report. As the advisory body to the Clearfield City Council, the Planning Commission may forward a recommendation of approval, denial, or move to table the decision as presented below in the Planning Commission Recommendation Options, based upon the Commission's careful consideration and analysis of the request.

PLANNING COMMISSION RECOMMENDATION OPTIONS

Following careful consideration of the information included in this report, the Planning Commission may choose to forward the following recommendations:

1. **Move to recommend approval of ZTA 2022-060057**, a zoning text amendment request by Clearfield City to amend Clearfield City Code as it applies to the regulation of monument signs in the P-F and CV zones.
2. **Move to recommend denial of ZTA 2022-060057**, a zoning text amendment request by Clearfield City to amend Clearfield City Code as it applies to the regulation of monument signs in the P-F and CV zones.
3. **Move to table ZTA 2022-060057** to request additional information for consideration.

The Planning Commission may also make a recommendation that is different from those listed above, such as a modified recommendation of approval.

BACKGROUND & ANALYSIS

Clearfield City is considering changes to the regulations for monument signs in the P-F (Public facilities) zone and the CV (Civic Zone). The purpose of these changes to address regulations to permit larger signs that will allow the city to publicize events and other happenings in the city in various locations. Additionally, staff is addressing regulations for monument signs to better accommodate the needs along the corridor.

Below Staff has provided redlines for each section of the code with the suggested changes.

P-F (PUBLIC FACILITIES ZONE) PROPOSED CHANGES

11-10A-10: SIGNS:

Monument signs in the P-F zone:

1. Sign Area: No monument sign shall exceed one hundred and twenty (120) square feet in area, except as otherwise permitted.
2. Minimum Street Frontage: There shall be a minimum street frontage of one hundred feet (100') per monument sign. In no case shall there be more than two (2) monument signs per street frontage for any freestanding building on its own lot or for any property that is owned, maintained, and operated by the City.
3. Minimum Distance: No monument sign shall be located within one hundred feet (100') of another monument or freestanding sign on the same side of the street, whether on the same parcel or on an adjacent parcel.
4. Sign Height: Monument signs shall have at least a one-foot (1') pedestal, and the illuminated cabinet shall not exceed nine feet (9') for a total sign height of ten feet (10'). The height to the top of the sign as measured from the street curb may vary depending upon landscaping, but the combined height of the sign and any berming/landscaping shall not exceed ten feet (10').
5. Reader Boards: Reader boards (changeable copy areas) and electronic message centers (EMC) shall not exceed fifty percent (50%) of the total monument sign area.
6. Freestanding Monument Signs: A monument sign allowed by this section may be substituted with a freestanding monument sign.

~~See chapter 15 of this title. (Ord. 2009 35, 11 24 2009)~~

CV ZONE PROPOSED CHANGES

10.9 Monument Sign

1. Description

A Monument Sign is freestanding; it is located in a front or side yard of a lot. Refer to Figures 10.9 (1), 10.9 (2), and 10.9 (3).

2. General Requirements

Monument Signs shall be developed according to the standards in Table 10.9 (1).

- (1) Multiple Tenants. Multiple tenant buildings on a lot with a width of greater than 300 feet, measured across the front property line, may have signage with the following parameters:
 - (a) Up to two Monument Signs on one frontage.
 - (b) Signs shall be at least 150 feet apart.
- (2) Pole-Mounted Signs. Monument Signs may not be pole mounted.

(3) Manually Changeable Copy. The area of any Manually Changeable Copy cannot equal greater than 50% of the area of the sign face on which it is located or ~~20 square feet, whichever is less.~~

(4) Monument signs shall have at least a one-foot (1') pedestal.

(5). Electronic monument signs are permitted.

3. Sign Size Computation

The area of a two-sided Monument Sign is equal to the area of one Sign face. The area of a three- or four-sided Monument Sign is equal to the total area of each sign face. This measurement includes the sign, any cabinet in which it is enclosed and the electronic message center but excludes the base of the sign.

(1) Measuring Height. Height shall include the sign face, base, cabinet, and ornamental cap.

Table 10.9 (1). Monument Sign Requirements

Permitted Districts - All Districts

Sign Area: Maximum 70 sq ft per Sign face, corner lots may double size upon approval by Zoning Administrator. Monuments signs in the CV zone shall be no greater than 120 square feet per face.

Height Maximum height for a monument sign shall have at least a one-foot (1') pedestal, and the illuminated cabinet shall not exceed nine feet (9') for a total sign height of ten feet (10').

Location on the Building or Site: Front or Corner Yards

Placement on the Building or Site: 10' Setback from driveways & side property line; 2' Setback from front & corner property lines

Quantity: 1 per public ROW frontage. Must provide for a clear view near any intersection of a driveway and a street.

Internal Illumination - Permitted for individual letters and logos

Materials: Solid wood, metal & masonry; Plastic & synthetics permitted on Sign face; Electronic Message Board permitted in All Districts.

1 If placed closer than five feet from the front and corner side property lines, sign must not be located in a sight triangle extending 10 feet from either side of an intersection of a driveway and a vehicular right-of-way or two vehicular rights of way

PUBLIC COMMENT

Public notice was placed in the week of July 8, 2022, on the State of Utah public notice website, and on the City's website. No public comment has been received to date.

GENERAL FINDINGS**Zoning Ordinance Text Amendment**

Clearfield Land Use Ordinance Section 11-6-3 establishes the following findings the Planning Commission shall make to approve Zoning Ordinance Text Amendments. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed amendments are in accordance with the General Plan which encourages the adaptation of zoning regulations and codes to meet the needs of the city and development.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	With changes related to population growth, water supply, and drought, the proposed ordinance changes are necessary to provide support for this Title.

FINDINGS & CONCLUSION

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

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.
2. The proposed changes help the city to accomplish their goals of providing high quality municipal services and creating a place where people want to be.

ATTACHMENTS

1. None – proposed changes to PF and CV are included in the staff report



Planning Commission

STAFF REPORT

AGENDA ITEM
#2

TO: Clearfield City Planning Commission

FROM: Spencer W. Brimley, Comm. Dev. Director
Spencer.Brimley@clearfieldcity.org
(801) 525-2785

MEETING DATE: Wednesday, July 20, 2022

SUBJECT: Staff recommends that the Planning Commission forward a recommendation of **APPROVAL of RZN 2022-060056** to the Clearfield City Council, a zoning map amendment by Clearfield City to properties designated as parks within the City from their current zoning designation to **P-F (Public Facilities)**. **Location:** Clearfield City Park properties **Project Area** varies based on park size. **(Legislative Action)**.

RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation of **APPROVAL of RZN 2022-060056** to the Clearfield City Council, a zoning map amendment by Clearfield City to properties designated as parks within the City from their current zoning designation to P-F (Public Facilities).

This recommendation is based on the findings and discussion of the staff report; however, as the advisory body to the Clearfield City Council, the Planning Commission may vary from this staff recommendation and provide a recommendation on its own based upon careful consideration and analysis of the request.

PLANNING COMMISSION RECOMMENDATION OPTIONS:

Subject to alternative direction from the Planning Commission, and after careful consideration of the information shared with the Planning Commission in previous reports and public meetings, as well as the information summarized in this report, staff has provided the following options for the guidance and direction of the Planning Commission with relation to this rezone request.

- 1. Move to recommend approval of RZN 2022-060056**, to the Clearfield City Council, to properties designated as parks within the City from their current zoning designation to P-F (Public Facilities).
- 2. Move to recommend denial of RZN 2022-060056**, to the Clearfield City Council, to properties designated as parks within the City from their current zoning designation to P-F (Public Facilities).
- 3. Move to table RZN 2022-060056** and request additional time to consider the request.

The subject properties encompass the entirety of the Clearfield City Park System. With their current zoning designations which vary from park to park it is important for the City to maintain these areas as parks and retain the regulatory ability for what can and cannot be developed within these park spaces. By rezoning the parcels to P-F, the city is better able to maintain and regulate uses that are akin to municipal uses and services. Additionally, Clearfield City sees the rezone as a vital component for the future growth and long-term establishment of community parks.

The Clearfield City General Plan states, “The P-F Public Facilities Zone is appropriate for such uses as churches, schools, public buildings, open space, parks, public utilities, public owned property, and other related uses...” The table on page 8 of the General Plan indicates the appropriate zoning classifications for the different land use categories. The P-F (Public Facilities) Zone is in the only appropriate zone classification identified for public uses. Staff has listed all park areas, including those in the Downtown Form Based Code area, and those have been previously zoned P-F. The parcels in the FBC area and those already zoned P-F will be unchanged by this request. The city is undertaking text amendments that will address the CV zoned parcels and those that are already zone P-F. Additionally, parks listed as CV in the list below will not be changed to P-F.

Proposal

The following parks are included in this proposed rezone and are identified in the table below with their approximate location and the current zoning. Additionally, staff has included an exhibit to the staff report which provides a graphic representation for the location of each park in the city. Please note any parks that possess the proposed P-F zone will not be changed, but have been included in the list of those to provide a full breadth of all parks that already or will be rezoned to PF.

South Steed	PF	300 N. 1000 W.
North steed/pond	PF	301 N. 1000 W.
Trainwatch	R-3	200 W. 250 N.
Rose Garden	R-1-8	700 W. 375 N.
Hoggan	R-1-8	234 W. 550 N.
650 N.	CC	650 N. State St.
Ross	R-1-8	Island in Ross Drive Subd.
Mabey	TR	310 S 500 E
Cob (City Office Building)	CV	55 S. State St.
Bicentennial	R-1-8	931 E. 600 S.
Fisher	R-1-9	920 S. 1000 E. and 825 S. State St.
Aquatic	R-1-9	825 S. State St.
Central	C-V	326 E. Center St.
Thornock	R-1-8	200 S. 500 W.
Hamblin *(200 S.)	M-1	126 S. 200 W.
Cornerstone	R-1-8	2601 S. Main St.
Jesse D. Barlow	A-1	2100 S. 500 W.
Island View	R-3	1800 South Main
Fox Hollow	R-1-O/R-1-8	2050 S. 575 E.
Chelemes	R-1-O	2140 S. 1000 E.
Jacobsen	R-1-O/R-1-8	1045 S 1350 W
Kiwanis	R-2	300 N. Vine St.
South Main(2 locations)	R-1-O	2200 S 50 E 2250 E South Main
Cemetery	P-F	1050 S. State St.
Park's Building	P-F	58 E. 550 S.
Old library site	R-1-8	562 S 1000 EAST

If there are park areas the commission wishes to maintain under the current zoning designation, those can be removed as long as they are clearly stated for the record as part of the recommendation to the City Council.

Public Comment

A property notice was posted at City Hall on July 8, 2022, with mailed notices also sent that same day. No public comment has been received at the time of the drafting of this report.

LAND USE ORDINANCE OR ZONING MAP AMENDMENT ANALYSIS

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

Review Consideration	Staff Analysis
<i>The proposed amendment is in accordance with the General Plan and Map; or</i>	The requested amendment is consistent with the goals the General Plan and Map as the appropriate zone for the current and future parks use of the properties.
<i>Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</i>	With a high need for residential development, it is important to rezone any city-owned properties that are not intended for residential development. The parks are a long-standing use that is anticipated to reach without proper planning and governance. The rezone of the subject properties to the P-F Zone is intended to further establish this area for the future expansion and protection of the parks, while eliminating the possibility for residential development on the subject parcels.

GENERAL PLAN ANALYSIS

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

Land Use Guideline	Staff Analysis
1. <i>The identity of Clearfield City should be strengthened by land uses which improve the image of the community and foster a positive, healthy living environment conducive to long-term residency.</i>	Rezoning these properties will further establish city owned parks and preserve the area for that use for current and future residents. Proposed improvements following the rezone will improve the image of the community.

2. <i>The relationship of planned uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.</i>	As Clearfield continues to grow, the need to have well-established and well-maintained parks increases. City-owned properties envisioned for the future use in the parks should be preserved for future generations.
3. <i>Redevelopment should emphasize the reuse of developed areas and existing community resources in such a way as to increase the livability and aesthetics of the City.</i>	The future expansion/redevelopment of the parks following the rezoning will capitalize on the existing community resource and will increase the livability and aesthetics of the City.
4. <i>The Land Use Plan should provide for a full range and mix of land uses including residential, commercial, manufacturing, and public use areas.</i>	Not applicable.
5. <i>Transitions between differing land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available. Adequate screening and design should be provided to protect existing residential areas from more intense land uses.</i>	Location of parks throughout the city allow for necessary separating and buffering. Rezoning parks allows the city greater control over future expansion and impacts in and around park spaces.
6. <i>Development approval should be tied to the construction of culinary water, sewer, storm drainage, and circulation systems.</i>	Not applicable.
7. <i>Density increases should be considered only after adequate infrastructure and resource availability have been sufficiently demonstrated.</i>	Not applicable.
8. <i>An interconnecting public open space system should be provided, including pedestrian linkages, recreational areas, natural areas, on-road cycling facilities, and drainage ways.</i>	The rezone of this property would not impede connections or linkages with the current public open space system. The future expansion and improvement of the any park may provide additional connections and areas for passive/quiet recreation.

9. <i>Commercial and manufacturing uses should be highly accessible, clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.</i>	Not applicable.
10. <i>The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer choice in mobility and transportation.</i>	Not applicable.
11. <i>The remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.</i>	Parks are meant to provide amenity and open space for the residents to recreate. Expansion of parks may be necessary in the future, but any vacant land, owned by the city that is not shown as a park now is not included the IFFP and will most likely remain vacant until such time it is included in the required IFFP for the city.
12. <i>The quality and usefulness of parks and open space should be maximized. Open spaces that are small, inaccessible, difficult to maintain, or encumbered by utilities, drainage basins, or excessive slopes should not be encouraged.</i>	By rezoning these properties, the city will be able to better maximize opportunities and limit impacts.
13. <i>Manufacturing and industrial activities should be limited to those areas already zoned for such uses.</i>	Not applicable.
14. <i>Properties registered with the County or State for agricultural or industrial protection should be recognized by the City to allow such land uses.</i>	Not applicable.
15. <i>Land use decisions should be based on a comprehensive understanding of their effects on the environment and surrounding areas.</i>	Preservation of the parks space is important for the future growth and well-being of the city. Future residential uses within the current parks could be detrimental to the purpose of the parks system as a benefit and amenity for the community.

The General Plan Future Land Use Map includes public uses within the residential classification color. The general plan also identifies the land use of “Public Use” as the appropriate land use designation for the P-

F zoning district. Staff has reviewed the general plan and finds the request for P-F to be applied to the parks in the city consistent with the goals and objectives of the general plan.

FINDINGS AND CONCLUSION

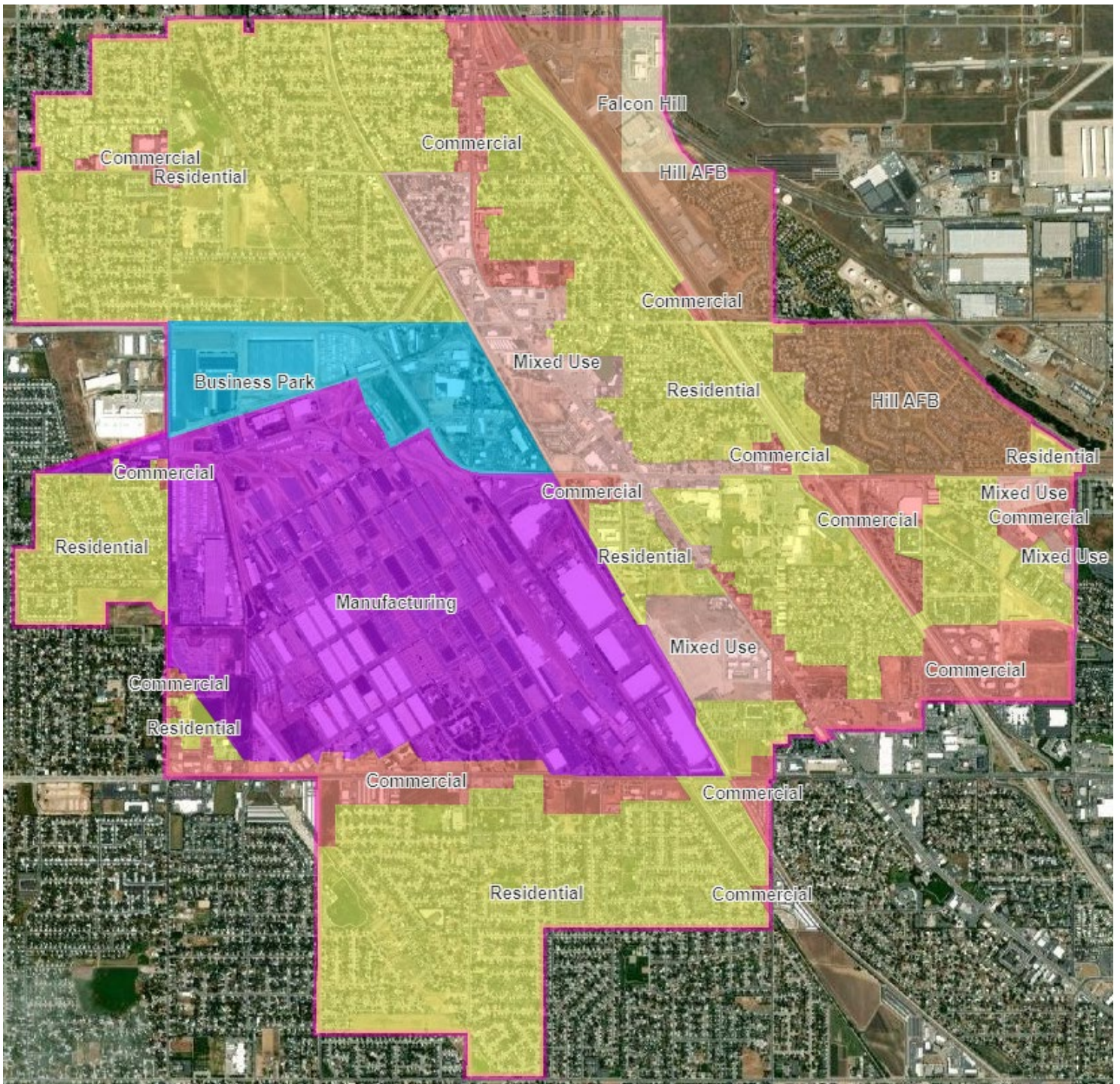
Based on the analysis of this request and the Clearfield City General Plan, staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to the Clearfield City Council for the proposed zoning map amendment. This recommendation is based on the analysis of the staff report and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

1. The proposed zoning map amendment is consistent with the land use guidelines, goals, and objectives of the Clearfield City General Plan.
2. Development of these properties with uses other than those expressly of a municipal use is inconsistent with the current and future use of the properties as public open spaces.
3. Preservation of open spaces and city owned land is vital for current and future residents.

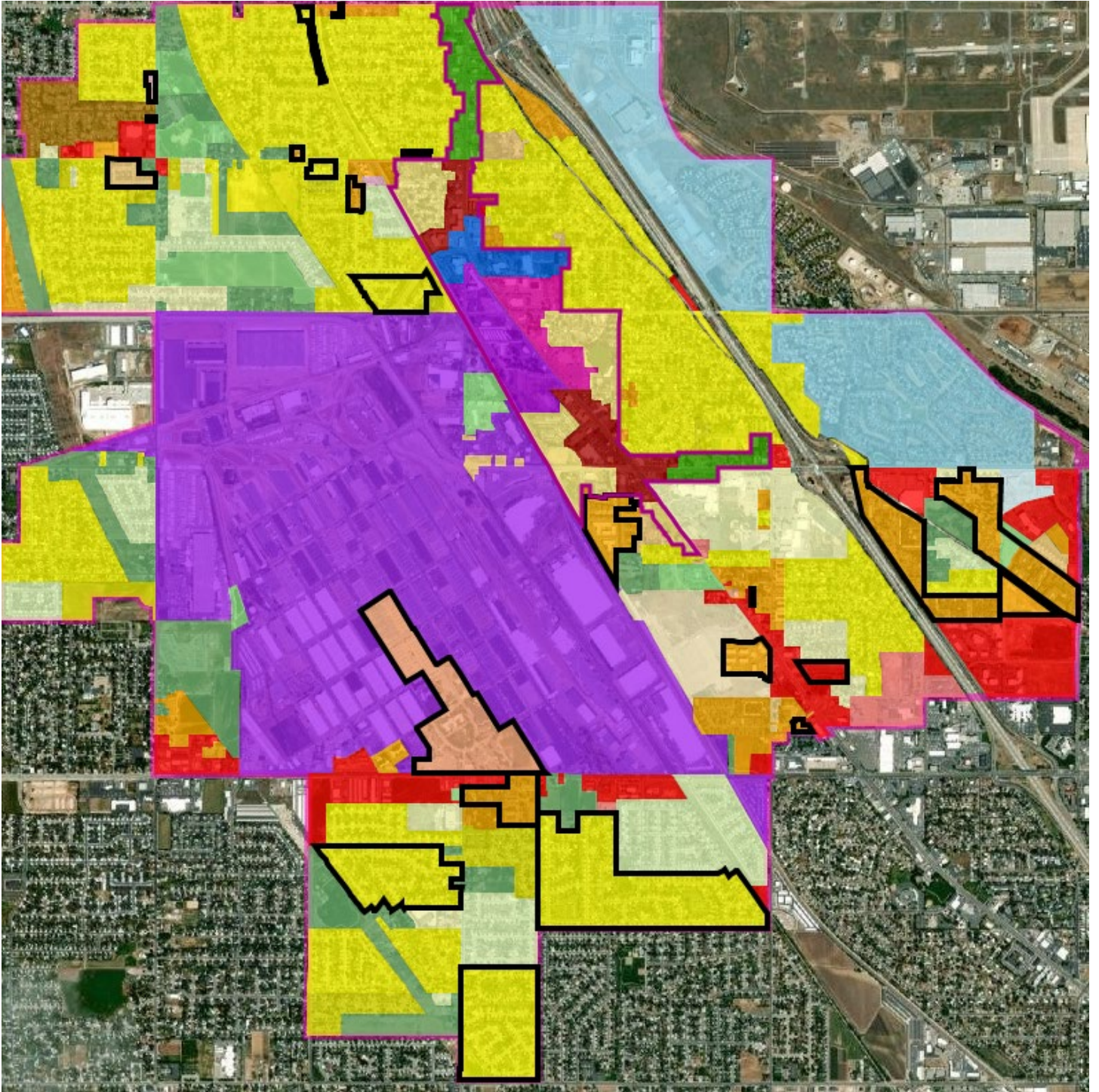
ATTACHMENTS

1. Citywide General Plan Map
2. Citywide Zoning Map
3. Citywide Parks map

GENERAL PLAN LAND USE MAP



GENERAL ZONING MAP



PARKS LOCATION MAP





Planning Commission

STAFF REPORT

AGENDA
ITEMS

#4/5

TO: Clearfield City Planning Commission

FROM: Tyson Stoddard, Planner I
tyson.stoddard@clearfieldcity.org
(801) 525-2718

MEETING DATE: Wednesday, July 20th, 2022

SUBJECT: Discussion and Possible Action on **PSP & FSP 2022-060045**, a preliminary and final subdivision plat request by Wayne Belleau with Manor House Development for a 4-lot subdivision at the subject location. **Location:** University Park Blvd. & 1450 South (TINs: 09-023-0103 & 09-023-0104). **Project Area:** 10 Acres **Zone:** C-2 (Commercial) (**Administrative Action**).

RECOMMENDATION

Staff recommends that the Planning Commission move to **approve as conditioned, PSP 2022-060045**, a preliminary subdivision plat request by Wayne Belleau with Manor House Development for a 4-lot subdivision at the property located at University Park Blvd. & 1450 South (TINs: 09-023-0103 & 09-023-0104). 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 2022-060045 as conditioned**; a final subdivision plat request by Wayne Belleau with Manor House Development for a 4-lot subdivision at the property located at University Park Blvd. & 1450 South (TINs: 09-023-0103 & 09-023-0104). This recommendation is based on the subdivision discussion and findings in the Staff Report.

PROJECT SUMMARY

Project Information	
Project Name	Legend Hills Subdivision Phase 4
Site Location	University Park Blvd. & 1450 South
Tax ID Number	09-023-0103 & 09-023-0104
Applicant	Wayne Belleau
Owners	Wayne Belleau & Clearfield Hotel Partners, LLC
Proposed Actions	Preliminary and Final Subdivision Plat Approval
Current Zoning	C-2 (Commercial)
General Plan Land Use Classification	Commercial
Gross Site	10 Acres

Surrounding Properties and Uses:		Current Zoning District	General Plan Land Use Classification
North	Vacant	C-2 (Commercial)	Commercial
East	Office & Residential	Layton City	N/A

South	Office & Retail	Layton City	N/A
West	Legend Hills Office	C-2 (Commercial)	Commercial

Aerial Image & Zoning



BACKGROUND & OVERVIEW

The applicant, Wayne Belleau, is proposing a four-lot subdivision for the property located at approximately University Park Blvd. and 1450 South. The purpose for the subdivision is to create legal commercial lots for development. The lot four (4) is meant for a proposed hotel, which is also included on this agenda. It should be noted that the acreage included in the plat is different from that included in the site plan request. This acreage should be consistent and corrected prior to final approval of the plat. The other 3 lots would be retained by the applicant for the purpose of development within the bounds of allowable uses in the C-2 (commercial) zone, either permitted or conditional. Any proposal for development of the remaining lots would require, at a minimum, the planning commission to review and approve those requests.

General Plan and Zoning

The subject property is identified in the General Plan as commercial and is zoned C-2 (Commercial). The request to create four separate commercial lots does not contradict or impede the goals and objectives of the General Plan. Each commercial lot will be subject to the permitted and conditional use requirements of the C-2 Zone. The engineering letter has been attached to this report, which includes the standards and necessary changes required for final approval and signatures on the plat. Given the technical nature of the proposal, staff has not articulated a lengthy discussion of the items required, but rather will respond to questions as applicable from the body.

PRELIMINARY & FINAL SUBDIVISION PLAT REVIEW

The final subdivision plat submission was 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 Engineer has reviewed the proposed subdivision plat and provided comments in a review letter dated 5th July 2022. The review includes corrections/changes needed to language on the plat to comply with City standards or provide the correct language. Addresses will need to be provided for the four lots. All the comments in the review letter are standard comments and involve workable solutions.

Public Comment

A public notice sign was posted on the property for the preliminary and final subdivision plat review. As of the date of this report, no comments have been received by staff.

PRELIMINARY AND FINAL SUBDIVISION PLAT - CONDITIONS OF APPROVAL

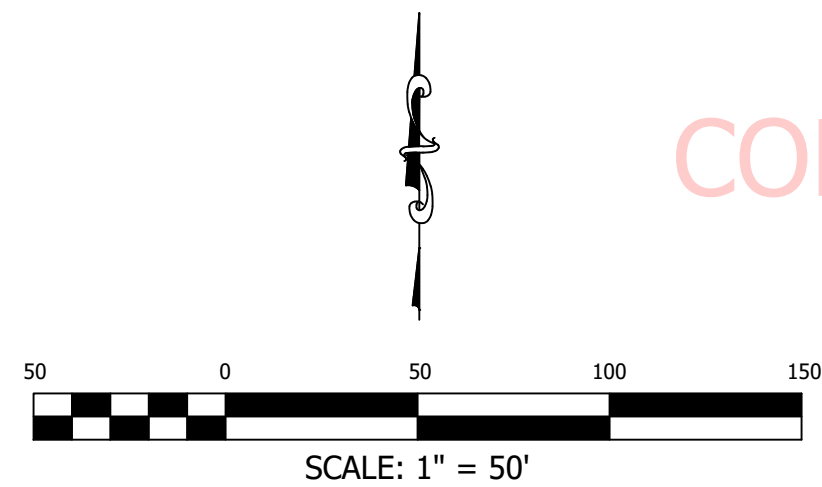
Based upon review of Clearfield City ordinances and the proposed subdivision, Staff recommends that the Planning Commission **approve** the preliminary subdivision plat and recommend **approval** of the final subdivision plat to the Clearfield City Council, subject to the following conditions:

- 1) Plans shall be revised to address Clearfield City Planning and Engineering comments and requirements prior to obtaining final signatures and recording the plat.
- 2) The final subdivision plat shall include any necessary changes as outlined in this report or required by applicable local agencies.
- 3) 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.

ATTACHMENTS

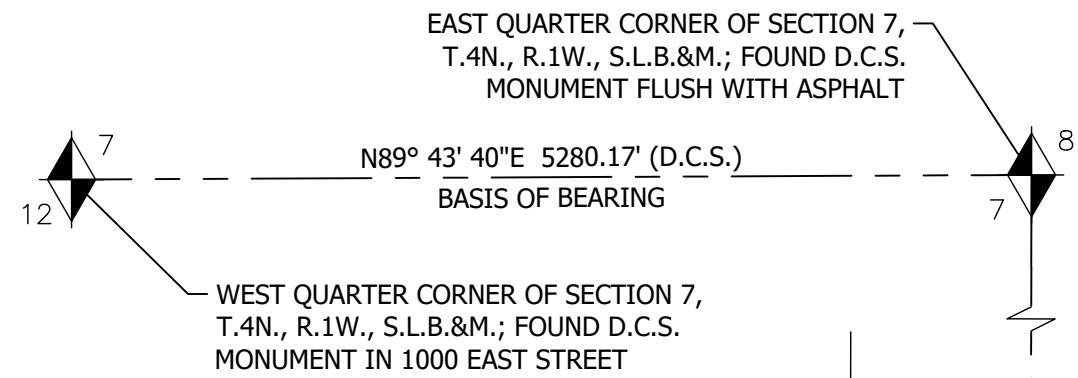
1. Subdivision Plat
2. Engineering Review Letter dated July 5th, 2022

COPY FOR REVIEW



LEGEND HILLS SUBDIVISION PHASE 4
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CLEARFIELD CITY, DAVIS COUNTY, UTAH
MARCH 2022

1400 SOUTH STREET



NOTES

- PUBLIC UTILITY EASEMENTS ARE ALSO DRAINAGE EASEMENTS (P.U.&D.E.).
- PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE 10.0' ALONG THE SUBDIVISION EXTERIOR AND 7.0' ALONG THE INTERIOR LOT LINES.
- THE STATE PLANE BEARING ALONG THE BASIS OF BEARING IS SOUTH 89° 56' 08" EAST (D.C.S.), CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.

DEVELOPER

Name: MANOR HOUSE CONSTRUCTION AND DEVELOPMENT, L.L.C. (WAYNE BELLEAU)
Phone #: 801-775-9111
Address: 1412 SOUTH LEGEND HILLS DRIVE, SUITE 100, CLEARFIELD, UT 84015
Email: WBELLEAU@MANORHOUSEDEVELOPMENT.COM

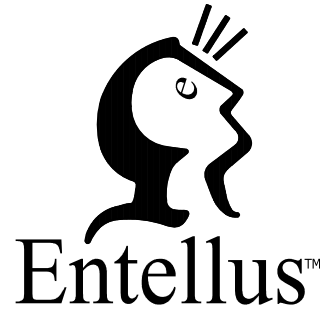
LEGEND

SUBDIVISION LINE _____
ADJACENT PROPERTY _____
ROAD CENTERLINE _____
SECTION LINE _____
TIE TO MONUMENT _____
EASEMENT LINE _____
DEDICATION AREA (7,126 SQ.FT.) _____

RECORD CALLS ()

5/8" REBAR WITH "ENTELLUS" CAP TO BE SET AT CORNER (UNLESS OTHERWISE NOTED)

FOUND PROPERTY MARKER (AS NOTED)



1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJECT #1166004

02/11/2022 ALI
03/22/2022 ALI

CONSENT TO RECORD

ON THE 16TH DAY OF FEBRUARY, 2022, CLEARFIELD HOTEL PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY, ENTERED INTO A DEED OF TRUST ("DEED OF TRUST") WITH FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK, WHICH DEED OF TRUST IS SECURED BY THE PROPERTY MORE PARTICULARLY DESCRIBED IN THE ABOVE IDENTIFIED DEED OF TRUST. SAID DEED OF TRUST WAS RECORDED ON 2-16-2022, AS ENTRY NO. 3457602 IN BOOK 7948 AT PAGES 1764-1780, IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER'S OFFICE.

FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK IS FULLY AWARE THAT CLEARFIELD HOTEL PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY IS IN THE PROCESS OF RECORDING A PLAT CREATING A PROJECT KNOWN AS LEGEND HILLS SUBDIVISION PHASE 4, AND FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK HEREBY CONSENTS TO THE RECORDING OF THE PLAT FOR ALL PURPOSES SHOWN THEREON.

DATED THIS ____ DAY OF _____, 20____.

FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK

BY: _____

PRINTED NAME: _____

TITLE: _____

CITY ENGINEER'S APPROVAL

APPROVED BY THE CLEARFIELD CITY ENGINEER, THIS ____ DAY OF _____, 20____.

CLEARFIELD CITY ENGINEER

PLANNING COMMISSION APPROVAL

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

PLANNING DIRECTOR

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF CLEARFIELD CITY, UTAH, ON THIS ____ DAY OF _____, 20____.

CITY RECORDER ATTEST: _____

MAYOR: _____

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS ____ DAY OF _____, 20____.

CLEARFIELD CITY ATTORNEY

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWTH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS LEGEND HILLS SUBDIVISION PHASE 4.

COPY FOR REVIEW

JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF 1400 SOUTH STREET AND THE WESTERLY LINE OF UNIVERSITY PARKWAY BOULEVARD, SAID POINT BEING SOUTH 0°10'30" WEST 715.86 FEET (715.79 FEET, BY RECORD) ALONG THE SECTION LINE TO THE CENTER LINE OF SAID 1400 SOUTH STREET AND NORTH 89°53'10" WEST 33.00 FEET ALONG SAID CENTER LINE AND SOUTH 0°10'30" WEST 30.00 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 7 AND RUNNING THENCE SOUTH 0°10'30" WEST 508.98 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF LEGEND HILLS DRIVE; THENCE SOUTH 89°44'50" WEST 862.05 FEET ALONG SAID NORTHERLY LINE TO THE SOUTHEAST CORNER OF LEGEND HILLS SUBDIVISION PHASE 3 - 2ND AMENDED (ENTRY #3014776, DAVIS COUNTY RECORDER); THENCE NORTH 0°06'50" EAST 514.50 FEET ALONG THE EASTERLY LINES OF SAID LEGEND HILLS SUBDIVISION PHASE 3 - 2ND AMENDED AND LEGEND HILLS SUBDIVISION PHASE 3 AMENDED (ENTRY #2421077, DAVIS COUNTY RECORDER) TO SAID SOUTHERLY LINE OF 1400 SOUTH STREET; THENCE SOUTH 89°53'10" EAST 862.57 FEET ALONG SAID SOUTHERLY LINE TO WESTERLY LINE OF UNIVERSITY PARKWAY BOULEVARD AND TO THE POINT OF BEGINNING.

CONTAINING 10.130 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS LEGEND HILLS SUBDIVISION PHASE 4, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20____.

WAYNE BELLEAU

BY:
CLEARFIELD HOTEL PARTNERS,
A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

ON THIS ____ DAY OF _____, 20____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WAYNE BELLEAU, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

L.L.C. ACKNOWLEDGMENT

ON THE ____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF CLEARFIELD HOTEL PARTNERS, A UTAH LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR RECORD AND RECORDED THIS ____ DAY OF _____, 20____

AT _____ IN BOOK _____ OF _____

COUNTY RECORDER: _____

BY: _____
DEPUTY



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

July 5th, 2022

Attn: Brad McIlrath, Senior Planner
Proj: Legend Hills Phase 4
Subj: Development Review Letter 1

Brad,

I have reviewed the submitted plans shared on Bluebeam for Legend Hills Phase 4. The plans have a few comments that will need to be addressed prior to our recommendation of approval.

Plat:

1. A vicinity map is required to be placed on the plat.
2. All lots need to assigned addresses and include names of property owners.
3. The owner's (Wayne Belleau) contact data needs to be included on the plat.
4. Update the plat date when final approval is given.

Civil:

1. Change all notes to indicate Clearfield City is the local governing municipality.
2. A sawcut is indicated for the storm drain running south towards 1400 W. However, there is already an existing storm drain line, why will the road be sawcut? (C300)
3. Consolidate patches for new sewer and water lines into one patch that runs from centerline to curb. (C300)
4. Saw cut patching will need to extend to east end of the new sewer line. (C300)
5. Include note that a 6" thick sidewalk is required where it crosses a drive approach. (C400)
6. Confirm with and include Layton City standards for SD tie-in. (C500)
7. Is one of the TOC labels supposed to be a TBC? (C500)
8. Will utility stubs be provided for future development during construction? (C600)
9. Indicate ownership of storm drain line on University Boulevard. (C600)
10. Indicate ownership of sanitary sewer line on University Boulevard. (C600)
11. Represent existing valve and waterline stub going west into development off University Park BLVD on plans. (C600)
12. Why are two waterlines shown running E-W on Legend Hills Drive? Was the second one added by accident? (C600)
13. Remove patch hatching from utility plan, it is crowding the utility information. (C600)
14. Call out the connection between existing stub and new line for sanitary sewer and



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

include specs. Or will the existing stub be removed for the new line connection? (C702)

Erosion Control Plan

1. Indicate where staging and parking locations will be.
2. Silt fence does not need to be added on north side where the grade is highest.
3. Indicate what type of concrete washout will be on site.

If you have questions, please contact me anytime.

Thanks,

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



Community and Economic Development

Davis County Administration Building- P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3278- Fax: (801) 451-3281

January 13, 2022

Mark R. Shepherd
55 South State Street
Clearfield, UT 84015

Dear Mr. Shepherd,

Here is your 2021 3rd Quarter Contract. Please have this approved by resolution by your City Council, signed and sent back to me for Commission approval. Please submit the signed contract, copy of resolution, and a detailed cost estimate for the project.

If you have any questions please contact me at 801-451-3278.

Regards,

Jeff Oyler
Planning Manager
Davis County

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into 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 or may be solely referred to as a “Party” herein.

Recitals

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

B. WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area’s Regional Transportation Plan; and

C. WHEREAS, The Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County, the local legislative body, to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about June 17, 2021, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2021 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about August 31, 2021, submitted a *Davis County 3rd Quarter Funding Application* (the “Application”) to the County for the Clearfield 800 North Road Rebuild (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

F. WHEREAS, The COG accordingly approved such request on November 17, 2021 and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on November 23, 2021; and

G. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

H. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project; and

2. The County’s Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$56,000, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

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

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

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

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Clearfield City Attention: JJ Allen 55 South State Street Clearfield, UT 84015	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or

validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]

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

CLEARFIELD CITY

Mayor

Dated: _____

ATTEST:

Clearfield City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Clearfield City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division

Dated: _____

EXHIBIT A

EXHIBIT B



Davis
COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:

Date:

v 2021

APPLICATION INFORMATION

Project Sponsor:

Clearfield City

Contact Person:

Braden Felix

Title:

City Engineer/Public Works Deputy Director

Address:

55 S. State Street Clearfield, UT 84015

ZIP:

84015

Phone:

801-525-4401

Mobile:

801-425-1524

Email:

braden.felix@clearfieldcity.org

PROJECT INFORMATION

Project Title:

800 North Roadside Improvements

Project Location:

723 W 800 N

(A location map with aerial view must be attached)

Facility Length:

0.1

Jurisdiction

State
Owned

No

Locally
Owned

No

Multiple
(List Other Agencies)

Brief Project Description:

In addition to a road reconstruction project the Clearfield and Clinton will be doing from 1000 West to the bridge, and in an effort to provide a safe walking path for students of Doxey Elementary, the city is installing curb, gutter, and sidewalk to the south side of 800 North in front of the one residence at 723 W. The city will need to purchase the property from the resident to create the right-of-way necessary for the curb, gutter, and sidewalk improvements. The property is currently unincorporated to any city

(Attach conceptual plans if available):

Have any public information or community meetings been held?

No

Yes / No

Describe public and private support for the project.

(Examples: petitions, written endorsements, resolutions, etc.):

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Description

[Functional Classification - Link](#)

Collector

Is the Project on the RTP highway or Transit Network?

No

[Regional Transportation Plan - Link](#)

Anticipated year of Project Construction

1 to 5 years

Time Period for Right-of-Way Acquisition

Less than 1 year

Roadway

[Average Daily Traffic - Link](#)

Existing

7,400

Projected

7,400

[Projected Traffic - Link](#)

Transit

Current Daily Ridership

Opening Day - Anticipated Daily Ridership

Provide Source of Ridership numbers

Scope of Work

(Attach conceptual plans if available):

We'll procure the property necessary to install curb, gutter, and sidewalk from the resident at the address (723 W), remove trees and shrubs, relocate a chainlink fence, relocate utilities as necessary, and install the mentioned roadside improvements (curb, gutter, and sidewalk). Utilities to relocate include one powerpole and two irrigation boxes. This project would be included in a road reconstruction project adjacent to the property.

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

The sidewalk to be installed is part of a designated SafeRoutes to Schools pathway. The adjacent property is one of few that are unincorporated from any city.

How many Jurisdictions are Collaborating on this project?

1

Describe the nature of the Collaboration

Note: Collaborating is significantly more than a letter of support, and includes financial obligations to the project from each jurisdiction collaborating.

While this is a project that we at Clearfield City are spearheading, we'd like to collaborate with Davis County. The road is joint-shared by Clearfield and Clinton.

Describe any project work phases that are currently underway or have been completed.

The project is in it's collaboration phase and further design, procurement, and construction will engage once funding has been budgeted and secured.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The prescriptive use of the existing road is already in place, but property will be purchased to ensure the sidewalks and parkstrips are within the city ownership.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes/ No/
NA

The city will be reconstructing 800 North from 1000 West to the bridge in collaboration with Clinton City. For the segment of the property 723 West, the intention of the city is to own the property procured. The funding will come from 3rd quarter sales tax (this application) and city general funds.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

75 to 100
%

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Details

Access to Opportunities

[Link for "Access to Opportunities" - Reference Interactive Map](#)

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.

What is the Color for the Employment Intensity?

NA

What is the Color for the Residential Intensity?

NA

If Intensity or destination is planned, applicant must provide documentation e.g., zoning, developer agreement(s).

To which of the Following Does the Project Improve Access. (Select All that Apply) Some have been identified on the map	Community Center	No	Vulnerable Community	No	Elementary School	Yes	Library/ City Center	
	Grocery Store	No	Trails/ Parks	Yes	Junior High School	No	Other Retail	No
	Core Transit Station	No	Higher Education	No	High School	No	Other Services	
	<i>List other Destinations here</i>							

To what extent does the project fill a gap or complete a connection?

It completes sidewalk, curb, and gutter from the east to the west.

Which of the listed Safety Improvements will be included with this project	Sidewalks/ Path	Yes	Shoulders/ Curb & Gutter	Yes	Lighting/ Visibility	No
	Bike Lanes	No	Adequate Turn Lanes	No	Access Control	No
	Intersection Geometry	No	Removal of Roadway Obstructions	No	ADA/ Crosswalk	No
	Signals/ Signs	No	Center Lane or Raised Median	No	Other . .	<i>If Other Enter Here</i>

Discuss the safety improvements that are included in this project.

This project would help keep pedestrians, especially children, off the road shoulder.

Estimated delay reduction (Vehicle Hours) (Provide documentation)	0	Project Safety Index from UDOT Traffic and Safety Data (2015-2017)		3	Recreational Opportunities Associated with Project - Link		How many access management improvements are included? (Provide documentation)	0
Estimated reduction in vehicle miles traveled. (Provide documentation)	0	Total number of crashes on this facility or parallel roadway during the three years	12	How many signal phasing, timing, and other improvements are included (Provide documentation)	0	Number of Intelligent Transportation System (ITS) elements included (Provide documentation)	0	
Number of Intersection Improvements? (Provide documentation)	0	Other Project Benefits not yet listed?						

Project Implementation Information

Project phases included in funding request:

Project Cost and Contributions:

No	Planning Activities	\$	540,000.00	Total Estimated Project Cost	Eligible Match
No	Project Development & Environment Study	\$	56,000.00	Davis County 3rd Quarter Funding Request	
Yes	Preliminary Engineering/ Final Design Plans	\$	484,000.00	Local Funds	
Yes	Construction	\$	-	In-Kind Donations (Dollar Value)	
Yes	Construction Engineering & Inspection	\$	-	Other Funding Contributions	

**** NOTE **** A minimum of 20% match is required

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed. **(A detailed project cost estimate must be attached to this application.)**

<u>Planning Activities</u>	\$ -	(enter estimate)
<u>Project Development & Environment Study</u>	\$ -	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$ 55,000.00	(enter estimate)
<u>Right of Way</u>	\$ 9,600.00	(enter estimate)
<u>Construction</u>	\$ 495,000.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$ -	(enter estimate)
<u>Mobilization</u>	\$ 46,000.00	(enter estimate)
<u>Subtotal</u>	\$ 605,600.00	
<u>Contingency (15 % of Subtotal)</u>	\$ 90,840.00	
<u>Utilities</u>	\$ -	(enter estimate)
<u>Miscellaneous</u>	\$ -	(enter estimate)
<u>Total Construction Cost</u>	\$ 696,440.00	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$ 90,537.20	(enter estimate)
<u>Other (Describe)</u>		(enter estimate)
<u>Total Project Cost</u>	\$ 786,977.20	

Project Notes

This sidewalk would help provide a safe walkway to the west from the Denver Rio Grande trail to residences and businesses. We hope this project will be selected.



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Scott Hodge, Public Works Director
MEETING DATE: October 16, 2018
SUBJECT: Consider approval of the Interlocal Cooperative Agreement between Sunset City and Clearfield City for the 800 North Street, Roadway Improvement Project.

RECOMMENDED ACTION

Consider approval of the Interlocal Cooperative Agreement between Sunset City and Clearfield City for the 800 North Street, Roadway Improvement Project.

DESCRIPTION / BACKGROUND

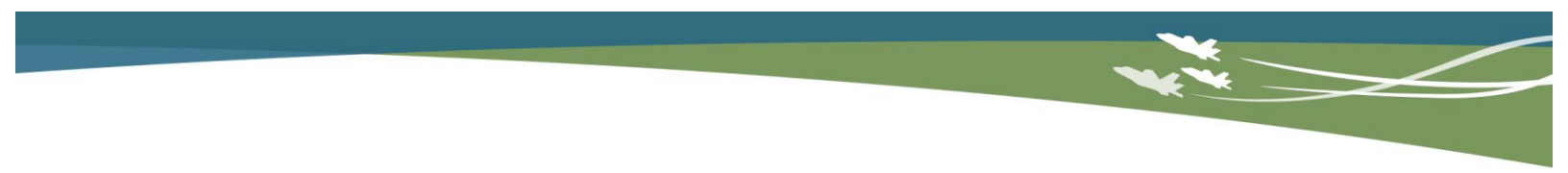
Sunset City and Clearfield City, in conjunction with The Utah Department of Transportation (UDOT) are planning to reconstruct 800 North Street from North Main Street (SR-126) to 450 West Street. The project will include removal and replacement of the curb, gutter and sidewalk, sub-base, roadbase and asphalt roadway materials along with installation of handicap ramps, removal and replacement of the storm water collection system, replacement of the irrigation system and restriping the roadway. All work performed will be within the existing roadway right-of way. An environmental study was performed and approved in October of 2017. The Interlocal cooperative agreement acknowledges that Clearfield City is desirous of cooperating with Sunset City and outlines each City's responsibilities.

IMPACT

FISCAL

The estimated cost for the design and construction of the project is \$2,422,000. Federal funding through the Wasatch Front Region Council Surface Transportation Project (STP) program has been approved for \$2,258,000 with the two cities spilling the remaining \$164,000 as their required matching contribution. The two City's are working with UDOT to see if it would be possible to trade State funds for the Federal funding which may potentially save additional costs associated with the project.

a. OPERATIONS / SERVICE DELIVERY



SCHEDULE / TIME CONSTRAINTS

Project design is anticipated starting November 2018. The project is expected to advertise at the end of January to early February 2019 with an anticipated construction start late spring of 2019.

LIST OF ATTACHMENTS

- Interlocal Cooperative Agreement between Sunset City and Clearfield City



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Eric Howes, Community Services Director
MEETING DATE: July 26, 2022
SUBJECT: PARAT Tax Discussion

RECOMMENDED ACTION

Review the presented materials and provide guidance to staff for future utilization of PARAT Tax funding.

DESCRIPTION / BACKGROUND

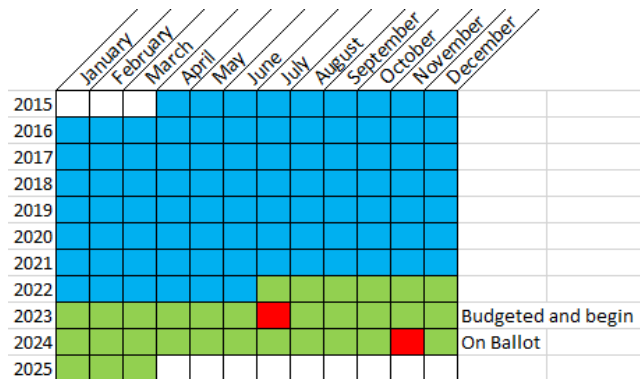
To this point in time, the PARAT Tax has been utilized to fund the following:

- 6 playgrounds (North Steed, Fisher, Cornerstone, Hamblin, Island View, and Central)
- Play Structure in the Leisure pool at the Aquatic & Fitness Center
- Pickleball Complex
- Arts Supervisor (PT-FT 1 year)
- Arts Center Renovation
- Court Resurfacing (Fisher, Kiwanis, Jacobsen, Barlow, Island View, Fox Hollow)
- Dog Park at Barlow Park

Current and planned projects where PARAT Tax funds have been committed, but not expended include:

- Canal Trail Connection (200 South – 300 North, Combined with WFRC Grant)
- Mountain bike trails along Rail Trail and at Chelmes Park
- Pickleball Court completion (Parking and pavilions)

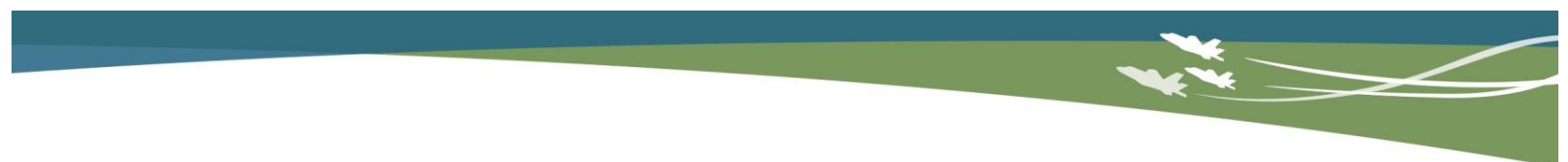
PARAT Tax was on the ballot for approval in November of 2014 and the city first received funds in April of 2015. The renewal will be on the ballot in November of 2024. The current PARAT timeline is as follows:



- Projects that are intended to be completed prior to the 2024 election will need to be included in the FY23 and FY24 budgets to be completed prior to the vote for an additional 10 years.
- Any projects requiring extensive site design will be difficult to complete prior to the 2024 election.

With these time constraints, staff would recommend that any projects funded with this first round of PARAT Tax funding be limited to those that require minimal site design. These projects were recommended by staff and reviewed by the Parks & Recreation Commission during their meeting on June 15th, 2022. The list of recommended projects is included in the order recommended by the Parks & Recreation Commission:

1. **Park Pavilion Replacements.** This project would include replacement of the small pavilions in Bicentennial Park, Kiwanis Park, and Train Watch Park. Replacement of the large pavilion at Kiwanis Park, and new pavilions at Island View and Steed Pond. Most of these would also include new concrete pads under the pavilions. Current estimated cost is \$225,000.
2. **Skate Park Improvements.** This project would include the elimination of some of the grass inside the fence and pouring a concrete pad. New premanufactured skatepark elements would be placed on the new cement including lower elements for less advanced skaters. Current estimated cost is \$150,000.
3. **Bicentennial Playground.** Bicentennial Park is our largest park without a playground. The project would include the creation of a new playground pit and the purchase and installation of the playground. The proposed location is on the west end of the park where the sidewalks currently exist but do not connect. Current estimated cost of the project is \$150,000.
4. **City Hall Playgrounds.** With all the construction of apartments surrounding City Hall, staff is recommending adding a large playground in the front of the building in the area just south of the front steps. This would also serve to reduce unnecessary grass and make the area much more inviting as a part of the downtown area. Current estimated cost of the project is \$200,000.

- 
5. **Fish Cleaning Station at Steed Pond.** The addition of a fish cleaning station and shading pavilion would provide a location for cleaning fish on site and eliminate the need to dispose of fish guts in the existing garbage cans. Current estimated cost of this project is \$45,000.
 6. **Dog Park Phase 2.** The new dog park at Barlow Park has been extremely popular. The proposed addition would utilize the triangular space north of the existing dog park for a second dog park for smaller dogs. Some importation of fill material would be required to grade the site and irrigation would need to be installed. Other expenses would include additional fencing and the installation of a drinking fountain. Current estimated cost is \$45,000.
 7. **Mabey Pond Restroom.** This project would include the installation of a precast concrete restroom similar to the one installed at Cornerstone Park. Current estimated cost is \$90,000.
 8. **Mabey Pond Fish Cleaning Station.** The addition of a fish cleaning station and shading pavilion would provide a location for cleaning fish on site and eliminate the need to dispose of fish guts in the existing garbage cans. Current estimated cost of this project is \$45,000.
 9. **Mobile Stage and Sound Equipment.** This stage could be used for the 4th of July or other events such as those conducted on the Center Street bridge. The purchase would also include a sound system. Current estimated cost is \$225,000.

Other projects not included on this list could possibly be considered. Regardless, staff would recommend projects such as those listed that do not require a lot of time for design.

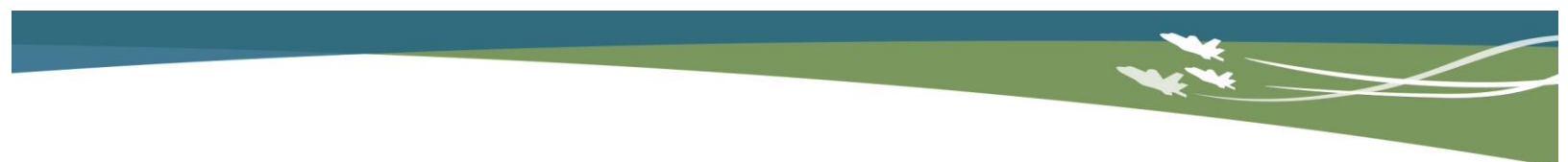
CORRESPONDING POLICY PRIORITY (IES)

The overall goal for the utilization of the PARAT Tax is to “create a place where people want to be.” This is in part accomplished by the provision of exceptional parks, recreation, and arts services.

FISCAL IMPACT

- a. **FISCAL** - Dependent on the scoring and preference of the council. This item is intended to provide guidance for staff in the development of a PARAT Tax Master Plan that will guide the utilization of PARAT Tax revenues.
- b. **OPERATIONS / SERVICE DELIVERY**- This item will provide direction for staff to initiate the utilization of the PARAT Tax and to optimize the impact of these funds for our community. It is critical to the potential continuation of the PARAT Tax in 2024 that these funds are utilized effectively and in a timely manner.

ALTERNATIVES



Should the development of a complete Master Plan be accomplished through this process, it would be necessary to at least provide staff with guidance for the next several PARAT Tax projects to allow the process to continue to move forward.

SCHEDULE / TIME CONSTRAINTS

The PARAT Tax will be on the ballot for continuation in November of 2024. Any projects that are intended to encourage the voters to support a ten-year extension of the PARAT Tax would need to be at or near completion at that time.

LIST OF ATTACHMENTS

N/A

Budget Changes Since June 21 Meeting

- Added \$4,000,000 GOEO Grant - Clearfield Station
- Added \$5,390 for Youth Commission Adviser and Chaperone to NLC
- Added \$3,600 for new police officer laptops
- Parks and Facilities Mega bid Reallocation
 - **\$870k** decrease in General Fund Funded Projects
 - \$735k from Cemetery Expansion cut
 - \$622k PARAT,
 - \$361k previously budgeted
 - \$840k Impact Fees
 - Will have excess in fund 45 for future year allocation

