

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
August 9, 2022 – POLICY SESSION

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

55 South State Street
Third Floor
Clearfield, Utah

6:00 P.M. CITY COUNCIL WORK SESSION

Discussion on Proposed Modifications to the LOTUS Acquisitions, LLC (“LOTUS”) Development Agreement

Fourth of July and Centennial Birthday Party Recap

Monthly Reports

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

****ADJOURN THE CITY COUNCIL WORK SESSION AND RECONVENE IN A CITY COUNCIL POLICY SESSION****

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

7:00 P.M. POLICY SESSION

CALL TO ORDER:

OPENING CEREMONY:

APPROVAL OF MINUTES:

Mayor Shepherd
Councilmember Peterson
November 23, 2021 Work Session
December 7, 2021 Work Session
July 26, 2022 Policy Session

PUBLIC HEARINGS:

1. **TRUTH IN TAXATION HEARING TO RECEIVE PUBLIC COMMENT ON CERTIFIED TAX RATE AND THE FISCAL YEAR 2023 BUDGET**

BACKGROUND: The Clearfield City Council adopted a tentative budget for fiscal year 2023 on May 10, 2022 and set a public hearing on the certified tax rate and proposed budget for August 9, 2022. The Council is now proposing to adopt the fiscal year 2023 budget, which includes a tax rate of 0.001307. This would decrease the tax rate from last year but would be higher than the certified tax rate of 0.001172 proposed by Davis County, consequently requiring a “truth in taxation” hearing.

RECOMMENDATION: Receive public comment.

2. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FISCAL YEAR 2023 INTERFUND TRANSFERS

BACKGROUND: Staff is requesting the transfer of monies from several Enterprise Funds into the City's General Fund for the cost of providing services necessary for each individual fund to operate, and the transfer of resources from the Water Fund to the City's General Fund. Pursuant to Utah Code Ann. § 10-5-107 and § 10-6-135, the City is holding a public hearing to receive public comment on the transfers.

RECOMMENDATION: Receive public comment.

3. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST BY CLEARFIELD CITY TO AMEND CLEARFIELD CITY CODE AS IT APPLIES TO THE REGULATION OF MONUMENT SIGNS IN THE P-F (PUBLIC FACILITIES) AND FORM BASED CODE CV (CIVIC) ZONES

BACKGROUND: Clearfield City is considering changes to the regulations for monument signs in the P-F (Public facilities) zone and the Form Based Code CV (Civic Zone). The purpose of these changes is to address regulations to permit larger signs that will allow the City to publicize events and other happenings in various locations. Additionally, staff is addressing regulations for monument signs to better accommodate the needs along the corridor. The proposed modifications to monument signs are focused on needs for civic properties in the CV zone but will also benefit all businesses and properties within the Downtown Form Based Code area.

RECOMMENDATION: Receive public comment.

4. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A ZONING MAP AMENDMENT REQUEST BY CLEARFIELD CITY TO REZONE THE PROPERTIES DESIGNATED AS PARKS WITHIN THE CITY FROM THE CURRENT ZONING DESIGNATION TO P-F (PUBLIC FACILITIES)

BACKGROUND: 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.

RECOMMENDATION: Receive public comment.

5. PUBLIC HEARING TO REVIEW AND RECEIVE PUBLIC COMMENT ON THE PROPOSED LAKESIDE APARTMENTS DEVELOPMENT AGREEMENT FOR THE MIXED-USE PROJECT LOCATED AT 325,373,375,377,381,385, AND 389 SOUTH STATE STREET.

BACKGROUND: The applicant is seeking approval of a development agreement for modifications from the Form Based Code. The City Council began review of the Planning Commission recommendation and aspects of the development agreement in a work session on July 26th, 2022.

Administrative, Legal, and Community Development Staff are working to provide edits to the developer prior to the August 9th, 2022, public hearing. That, however, will not provide enough time to submit the final development agreement and exhibits in time to be considered at the public hearing on that date. This necessitates tabling the public hearing to a future City Council meeting to provide city staff and the developer sufficient time to complete the development agreement and exhibits.

RECOMMENDATION: Table the public hearing to a specific date no sooner than September 13, 2022.

SCHEDULED ITEMS:

6. OPEN COMMENT PERIOD

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

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

7. CONSIDER APPROVAL OF RESOLUTION 2022R-10 SETTING THE REAL AND PERSONAL PROPERTY TAX RATE FOR FISCAL YEAR 2023

RECOMMENDATION: Approve Resolution 2022R-10 setting the real and personal property tax rate for fiscal year 2023 and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF RESOLUTION 2022R-11 APPROVING AND ADOPTING A BUDGET FOR CLEARFIELD CITY FOR FISCAL YEAR 2023, BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

RECOMMENDATION: Approve Resolution 2022R-11 approving and adopting a budget for Clearfield City for fiscal year 2023, beginning July 1, 2022 and ending June 30, 2023, and appropriating funds for the purposes set forth therein, and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF ORDINANCE 2022-21 AMENDING TITLE 11, CHAPTER 10A, SECTION 10 – LAND USE, PUBLIC FACILITIES ZONE (PF), SIGNS AND TITLE 11, CHAPTER 11, ARTICLE G, SECTION 10, SUBSECTIONS 10.9 AND TABLE 10.9 – LAND USE, COMMERCIAL AND MANUFACTURING ZONES, FORM BASED CODE, SIGNS, MONUMENT SIGNS OF THE CLEARFIELD CITY CODE

RECOMMENDATION: Approve Ordinance 2022-21 amending Title 11, Chapter 10A, Section 10 – Land Use, Public Facilities Zone (PF), Signs and Title 11, Chapter 11, Article G, Section 10, Subsections 10.9 And Table 10.9 – Land Use, Commercial And Manufacturing Zones, Form Based Code, Signs, Monument Signs Of The Clearfield City Code and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF ORDINANCE 2022-22 REZONING CERTAIN SPECIFIED PROPERTIES WITH CURRENT PUBLIC FACILITY USES FROM VARIOUS ZONING DESIGNATIONS TO PF (PUBLIC FACILITIES) AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY

RECOMMENDATION: Approve Ordinance 2022-22 rezoning certain specified properties with current public facility uses from various zoning designation to PF (Public Facilities), amending the Clearfield City Zoning Map accordingly, and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF THE FINAL SUBDIVISION PLAT FOR LEGEND HILLS SUBDIVISION PHASE 4 LOCATED AT APPROXIMATELY UNIVERSITY PARK BLVD. AND 1450 SOUTH (TINS: 09-023-0103 & 09-023-0104)

BACKGROUND: The applicant 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

RECOMMENDATION: Approve the Final Subdivision Plat for Legend Hills Subdivision Phase 4 located at approximately University Park Blvd. and 1450 South and authorize the Mayor's signature to any necessary documents.

12. CONSIDER APPROVAL OF RESOLUTION 2022R-12 APPROVING THE INTERLOCAL COOPERATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY REGARDING THE 800 NORTH INFRASTRUCTURE PROJECT

BACKGROUND: The Davis Council of Governments (Davis COG) approved the 2021 application for funding for the 800 North reconstruction project that the City will be doing in partnership with Clinton City. This application requested \$56,000 for the purchase of property and installation of roadside improvements (curb, gutter, sidewalk, and power pole relocation) for the property located at 723 West 800 North.

RECOMMENDATION: Approve Resolution 2022R-12 approving the Interlocal Cooperation Project Reimbursement Agreement between Davis County and Clearfield City regarding the 800 North infrastructure project and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

Mayor's Report
City Councils' Reports
City Manager's Report
Staffs' Reports

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AGENDA

1. **CONSIDER APPROVAL OF THE MINUTES FROM THE JULY 26, 2022 POLICY SESSION**

SCHEDULED ITEM:

2. **CONSIDER APPROVAL OF THE EXCHANGE OF REMNANT CDRA PROPERTY LOCATED AT 497 SOUTH MAIN STREET TO MORGAN PAVEMENT**

BACKGROUND: The CDRA owns a parcel of real property that is 0.04 acres (1742.4 Square Feet) immediately south of the Maintenance and Operations Center (MOC) (Tax ID Number: 12-902-0002). Despite not being a part of the property utilized by the MOC, this parcel of land shares the same address as the MOC, 497 South Main Street. This parcel is located immediately adjacent to the northwest boundary of Morgan Pavement and has been maintained (weeding, spraying, etc.) by Morgan Pavement since they located in Clearfield, approximately 22 years ago.

Morgan Pavement recently purchased a single-family dwelling located west of the parcel in question and would like to use the new property, along with the parcel in question to upgrade their facilities by building a new shop at this location. Zoning for this parcel is M-1 (manufacturing), which is consistent with the other parcels of land owned by Morgan Pavement in this area and would be consistent with their intended use of the property.

RECOMMENDATION: Approve the exchange of remnant CDRA property located at 497 South Main Street to Morgan Pavement and authorize the Chair's signature to any necessary documents.

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

Dated this 4th day of August 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: Mayor and City Council

FROM: Spencer W. Brimley, Community Development Director

MEETING DATE: Tuesday, August 9, 2022

SUBJECT: Discussion on proposed modifications to the current Development Agreement (DA) between the Clearfield City and LOTUS Acquisitions, LLC ("LOTUS")

DISCUSSION ITEM

LOTUS would like to modify the terms of the current Development Agreement (DA) for the "Anthem" redevelopment within the city.

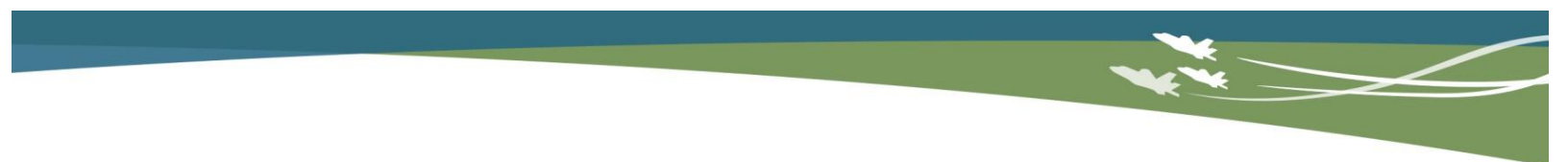
DESCRIPTION / BACKGROUND

The DA for the redevelopment of the prior Clearfield Mobile Home Park, including additional property in that vicinity west of State Street, was executed with LOTUS in October of 2019. See Attachment. The entire project was anticipated to be complete in defined phases, and to date, Staff and LOTUS have worked closely with each other to fulfill the obligations listed in the original DA and to comply with all timeframes and requirements.

POINT OF DISCUSSION

As LOTUS is approaching the anticipated completion of phase 1 of the development, they are now beginning to plan for the construction of phase 2. In preparation for continued development, LOTUS is seeking the following modifications:

1. Develop the land that was primarily intended to be phase 3 of the development within the DA as phase 2, and subsequently develop the land that was originally shown as phase 2 in the DA, as phase 3.
2. Include the construction of townhomes on the east side of Carter Lane as part of newly proposed phase 2, which will increase the unit count in the newly proposed phase 2 and potentially decrease the unit count in the future phase 3.
3. Build 53 townhomes in the newly proposed phase 2 (previously this area proposed 16 units).
4. Allow for a modification of building widths on selected buildings within the newly proposed phase 2 that will result in the connection of more than six (6) townhomes as required by the Form-Based Code.



In preparation for council discussion, LOTUS has provided staff with multiple conceptual plans related to the newly proposed phase 2 (See attachments). LOTUS has expressed to staff the desire to allow for the above requested modifications to the DA to provide for what they believe is the best use of the available property given geographical limitations, as well as to take advantage of the opportunity to benefit from economies of scale as the developer, and for the city to benefit by receiving an increase in the production of available housing units. Additionally, LOTUS expressed to staff the desire to make phase 2 a net-zero solar townhome development, which will be more easily achieved through the greater connectivity of the housing units (i.e., creating greater areas on which solar panels can be placed).

FISCAL IMPACT

Staff anticipates the long-term fiscal impact of the proposed change to be minimal. Any increase in acreage or housing units (16 to 53) on the newly proposed phase 2 of the project is anticipated to be offset by a decrease in acreage in housing units on the newly defined phase 3 of the development.

FUTURE ACTION

After this discussion and subject to the actions taken by LOTUS, staff anticipates the following procedural timeline will apply for any proposed modification made by LOTUS of the existing DA:

- **08/17/22:** Applicant Deadline for next regularly scheduled Planning Commission Meeting
- **09/21/22:** Planning Commission Meeting
- **09/22/22:** Staff Report for City Council Work Session submitted
- **10/04/22:** City Council work session to discuss the Planning Commission recommendations of LOTUS's requested modifications to the DA
- **10/13/22:** Staff Report for City Council Policy Session submitted
- **10/25/22:** City Council Policy Session to formally consider the Planning Commission recommendations of LOTUS's requested modifications to the DA

LIST OF ATTACHMENTS

- LOTUS DA - October 31, 2019
- LOTUS Concept 1 (003B)
- LOTUS Concept 2 (004B)

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DEP RTT REC'D FOR CLEARFIELD CITY
CORPORATION

RETURNED
MAY 24 2021

DEVELOPMENT AGREEMENT

Dated the 31st day of October, 2019

By and Between

Clearfield City

And

Lotus Acquisitions, LLC

15-072-0001 → 0005

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the 31st day of October 2019, between CLEARFIELD CITY, a political subdivision of the State of Utah (the "City"), and LOTUS ACQUISITIONS, LLC a Utah limited liability company (the "Developer"). The aforementioned are sometimes referred to in this Agreement as a "Party," or collectively as the "Parties."

WHEREAS:

- (1) The City has invested several years and significant funds into planning for the redevelopment and revitalization of its downtown area; and
- (2) In pursuit of the redevelopment and revitalization of its downtown area, the City issued bonds in early 2018 in order to acquire the Clearfield Mobile Home Park property; and
- (3) The City and Developer entered into a Memorandum of Understanding (MOU-1) in April of 2018 (with a subsequent Addendum 1) to plan specifically for the redevelopment of the Clearfield Mobile Home Park property and the vicinity; and
- (4) The Parties desire to develop a portion of the property described in MOU-1, specifically the Clearfield Mobile Home Park and Minaya properties ("the Site" for purposes of this Agreement); and
- (5) The Parties desire for MOU-1 and its subsequent Addendum 1 to terminate upon the execution of this Agreement and the simultaneous entry into MOU-2 for the remaining properties; and
- (6) The Parties desire that the Site be developed in a unified and consistent fashion pursuant to the provisions of the applicable Urban Residential (UR) or Town Residential (TR) zone within the Form Based Code, with the exception of only those specific variants from the Form Based Code set forth within this Agreement; and
- (7) Development of the Site as pursuant to this Agreement is acknowledged by the Parties to be consistent with Utah's Land Use Development Management Act and the applicable Urban Residential (UR) or Town Residential (TR) zone, and to operate to the benefit of the City, Developer and the general public; and
- (8) The Parties acknowledge that development of the Site pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development

of the Site and increasing property tax, sales tax, and other revenues to the City based on improvements to be constructed on the Site; and

- (9) Development of the Site pursuant to this Agreement will also result in significant benefits to Developer by providing assurances to Developer that it will have the ability to develop the Site in accordance with this Agreement; and
- (10) The Parties have cooperated in the preparation of this Agreement; and
- (11) The Parties desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Site and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement; and
- (12) The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102.

NOW, THEREFORE, each of the Parties for and in consideration of mutual promises and other good and valuable consideration, does covenant and agree as set forth herein.

ARTICLE 1- DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement.

1.1 Certificate of Occupancy

The term "Certificate of Occupancy" means, with respect to a building, a permanent certificate of occupancy for the building that is issued by the City.

1.2 City

The term "City" means the City of Clearfield, a political subdivision of the State of Utah.

1.3 Concept Plan

The documents provided, although not a final site plan as required by Clearfield City code, by the developer depicting the development of the Site, and the phasing thereof, which are attached as Attachment 1.

1.4 County

The term "County" means Davis County, Utah.

1.5 Developer

The term "Developer" means Lotus Acquisitions, LLC, or any development special purpose LLC that is managed by a wholly owned affiliate of Lotus Acquisitions LLC, with its principal offices located at 338 South Temple, Suite B, Salt Lake City, UT 84111.

1.6 Private Improvements

The term "Private Improvements" means the improvements contemplated under this Agreement to be constructed and installed by the Developer on the Site, as more particularly described or referred to in Attachment 1 (the Concept Plan), including all buildings/structures, together with all parking, internal drive lanes, internal sewer, internal water, internal storm sewer, internal curbs and gutters, internal sidewalks and landscaping on the Site, as required by City codes, rules and regulations; all of which are intended to be privately owned and maintained which will be more specifically identified in the approved civil drawings.

1.7 Public Improvements

The term "Public Improvements" means the improvements contemplated under this Agreement to be constructed and installed by the Developer on the Site, as more particularly described or referred to in Attachment 2 together with all Right-of-Way parking, drive lanes, sewer, water, storm sewer, curbs and gutters, sidewalks and landscaping on the Site, as required by City codes, rules and regulations. In particular, this refers to the improvements contained with the public right-of-way for Depot Street, the West Arterial Road, and State Street.

1.8 Permitted Uses

The term "Permitted Use" or "Permitted Uses" shall be limited to the uses permitted by the City code, zoning ordinance and regulations of the City for the Site, with areas that are zoned Urban Residential (UR) or Town Residential (TR) at the time of this Agreement.

1.9 Purchase and Sale Agreement.

The term "Purchase and Sale Agreement" means the purchase and sale agreement, which will be entered into between the City and Developer for the purchase by Developer of property owned by the City that is located within the boundary of the Site.

1.10 Site

The term "Site" means the real property as shown in Attachment 1, subject to future legal descriptions.

**ARTICLE 2 - CONDITIONS PRECEDENT TO THE DEVELOPER
CONSTRUCTING OR INSTALLING THE PUBLIC AND PRIVATE IMPROVEMENTS**

2.1 Conditions Precedent for City

As express conditions precedent to the Developer's obligation to construct or install the Public and Private Improvements, the City shall meet each of the following conditions precedent:

(A) Upon the Developer's request, the City shall defer the payment of impact fees for Phase 1a and 1b, subject to a 3% growth rate (to account for inflation), by the Developer according to the schedule of impact fee payments as described in Attachment 3. The City does not have authority to defer impact fees imposed by the North Davis Fire District or North Davis Sewer District.

(B) The City shall ensure that 30 feet of Utah Transit Authority's (UTA) existing 60-foot-wide strip of property adjacent to the west property line of the Site is able to be incorporated into the Site.

(C) The City will convey to the Developer those areas of the Site owned by the City free and clear of any encumbrances, subject to the terms and conditions of the Purchase and Sale Agreement.

2.2 Conditions Precedent for Developer

As express conditions precedent to the City's obligation to convey the property to the Developer as set forth in this Agreement, the Developer shall meet each of the following conditions precedent:

(A) The Developer shall obtain approval from the Utah Housing Corporation for the use of low-income housing tax credits ("LIHTC") to assist with financing a portion of the Public and Private Improvements. The ratio of market-to-LIHTC units may be 100% LIHTC for phase 1a and 1b, with no LIHTC units to be included in, phases 2 and 3 unless later mutually agreed upon by the parties through the execution of a written amendment to this Agreement. The target AMI index shall be 60% AMI. Developer will provide to the City on an annual basis any and all reports, declarations, audits, etc., necessary (as determined by the City) to prove compliance with the LIHTC requirements set forth in this Agreement. In the event that Phase 1 Tax Credits are not obtained by the developer, the Development Agreement and Concept Plan will require an amendment that is mutually agreed on by the Developer and City.

(B) The Developer shall obtain any and all land use approvals required by Clearfield City Code (e.g. plat, site plan, etc.).

2.3 Failure to Meet the Conditions Precedent

In the event that either party fails to perform any term, covenant or condition precedent described in Sections 2.1 and 2.2, then this Agreement shall be null and void (unless the Parties agree, in writing, to amend the conditions precedent). The Developer shall have no obligation to

construct and install the Public and Private Improvements, the City shall have no obligation to convey the property, and the Developer shall have no right to develop the property. The parties will have the rights as stipulated in Addendum 1 to the Put/Call Option Agreement.

ARTICLE 3 – LAND TRANSACTIONS

3.1 Former Clearfield Mobile Home Park Purchase Price

Developer's acquisition price for current and future phases will be determined on a per-unit basis equal to \$12,000 per flat and \$15,000 per townhome in Phase 1 and \$14,000 in Phases 2 and 3. Acreage acquired will not include rights-of-way (ROW) for the West Arterial Road or Depot Street or 0.5-acre public park. The purchase price and timing of acquisition for all phases is described in Attachment 4, for an estimated total of \$3,681,625. All square footage below is approximate and subject to survey.

(A) Phase 1a Acquisition

Developer will acquire approximately 250,000 square feet for Phase 1a to accommodate the development of 211 flats. The total acquisition cost for the property for the flats is \$2,532,000 (211 x \$12,000). However, the developer has already acquired from a private landowner approximately 15,000 square feet at a price of \$325,375. The acquisition for the remaining 235,000 (250,000 – 15,000) square feet is to accommodate the 211-flat development. Therefore, the purchase price for the portion of the Clearfield Mobile Home Park property required for the flats is \$ 2,206,625 (\$2,532,000 - \$325,375), which will be the value paid by Developer to the City. Using the same per-unit basis, additional density may be added to this phase as mutually agreed upon by the Parties and via addendum to this Agreement.

(B) Phase 1b Acquisition

Developer will acquire approximately 75,000 square feet for Phase 1b to accommodate the development of 33 townhomes for a purchase price of \$495,000 (33 x \$15,000), paid by the Developer to the City. Using the same per-unit basis, additional density may be added to this phase as mutually agreed upon by the Parties and via addendum to this Agreement.

(C) Phase 2 Acquisition

Developer will acquire approximately 63,500 square feet for Phase 2 to accommodate the development of 16 townhomes for a total purchase price of \$224,000 (16 x \$14,000). Using the same per-unit basis, additional density may be added to this phase as mutually agreed upon by the Parties and via addendum to this Agreement.

(D) Phase 3 Acquisition

Developer will acquire approximately 125,000 square feet for Phase 3 to accommodate the development of 54 townhomes for a total purchase price of \$756,000 (54 x \$14,000). Using the same per-unit basis, additional density may be added to this phase as mutually agreed upon by the Parties and via addendum to this Agreement.

3.2 Portions of Former Clearfield Mobile Home Park Property Retained for Public Purposes

The City will retain the property within the West Arterial Road and Depot Street rights-of-way and the 0.5-acre park area, which will not be included in the acreage to be purchased by Developer. Developer shall prepare a subdivision plat to dedicate these rights-of-way and create the park parcel.

3.3 Former Clearfield Mobile Home Park Take Down Schedule

The Developer will qualify to purchase the land in phases as the development schedule is met, according to Attachment 4. This includes closing on the land, receiving all necessary approvals, and commencing construction by the end of the month noted in Attachment 4.

The Developer will acquire property in accordance with the pricing and take down schedule in Attachment 4, and will have the right to accelerate the acquisition of subsequent phases so long as the Developer will be implementing the phased development plan. Developer shall not accelerate acquisition in order to profit from selling the land to another party.

Developer will act in good faith to commence construction according to the schedule. However, should macro or local economic market conditions become unfavorable for new development as determined by a reputable third-party (mutually approved by the Parties), the Developer shall have the right to extend the commencement period until such issues are resolved.

The Developer is allowed one six-month extension on the development permit application date per phase as outlined in Attachment 4 for any phase.

In the event that the Developer and/or City cannot gain control of parcels identified in MOU-2 or the land identified in the UTA land swap, the Developer shall have the right to make modifications to the Concept Plan (Attachment 1) Development Schedule Commencement (Attachment 4), Phasing Schedule, and/or Take Down Schedule as mutually agreed to with the City.

DEVELOPER'S OBLIGATIONS AND UNDERTAKINGS

ARTICLE 4—CONSTRUCTION AND INSTALLATION OF PRIVATE AND PUBLIC IMPROVEMENTS

The Developer also hereby agrees as follows:

4.1 Acquisition of Site and Construction, Installation and Operation of Improvements

(A) Acquisition, Construction, Installation and Operation of Private and Public Improvements. The Developer agrees, at its expense, to complete the acquisition of the Site, undertake the construction and installation of the Private Improvements, and Public Improvements, prior to dedication to the City. The Developer shall construct and install all of the Private Improvements without expense to the City. The Developer shall prepare the Site for construction and installation of the Private Improvements, and construct and install the Private Improvements,

in such a manner that the development shall meet applicable parking, landscaping and other requirements of the City's laws and regulations, except for those modifications set forth in Attachment 5. All Improvements shall comply with the City's zoning, building, parking, sign and other ordinances and regulations, except for those modifications set forth in Attachment 5.

(B) City Permits and Certificate of Completion. The Developer shall have the sole responsibility for obtaining all necessary permits and approvals to construct and install the Private Improvements and shall make application for such permits and approvals directly to the City's Community Development Department and other appropriate agencies and departments as required.

(C) Funding of Public Improvements. The City shall have the sole responsibility for obtaining and securing all required funding for the 0.5-acre park and required parking for the park, with an anticipated completion date in calendar year 2022. Developer shall have the sole responsibility for obtaining and securing all required funding for Depot Street and the West Arterial Road. Developer will bear the cost of burying the power and telecommunication lines along the Site's State Street frontage. The Developer will not be responsible for any portion of the cost relating to the power and telecommunication lines beyond their respective portion, as agreed upon by the Parties. The City shall manage, maintain, operate, and service all Public Improvements at the sole discretion of the City, which may include, but is not limited to, abandoning, up-sizing, modifying, or changing the use and operation of any dedicated Public Improvement. In the event that Lotus is prevented from acquiring the phase 2 and/or phase 3 area identified in Attachment 1, Lotus will be reimbursed for a portion of the cost associated with the arterial road and collector road improvements/infrastructure. These costs will be divided between the phases based on the percentage of the total developable land area for each respective phase.

4.2 Construction and Installation of the Public Improvements

The Developer shall timely design the Public Improvements as set forth in Attachment 2 and shall submit said designs to the City for approval. The Developer shall complete the construction and installation of the Public Improvements in a timely manner and in accordance to the Phasing Plan in Attachment 4 and the Concept Plan in Attachment 1. The Developer shall design, construct and install all of the Public Improvements without expense to the City, except for those items to be funded by the City as provided for in this Agreement, see Attachment 2.

ARTICLE 5 – CONSTRUCTION REQUIREMENTS, ETC.

5.1 Issuance of Permits

The Developer shall have the sole responsibility for obtaining all necessary permits and approvals to construct and install the Private Improvements and shall make application for such permits and approvals directly to the City Community Development Department and other appropriate agencies and departments as required. The Developer will be responsible for the payment of Private Improvement impact and connection fees, while the City will be responsible for the payment of impact and connection fees associated with the Public Improvements.

5.2 Times for Construction

The Developer agrees that it shall promptly begin and diligently pursue to completion the development of the Site through the construction and installation of the Private Improvements thereon, and that such construction and installation shall in any event timely commence in accordance with the times set forth in the Attachment 4 hereto, unless such date is extended by the City, or the Developer is unable to timely undertake or commence the Private Improvements because of any of the reasons set forth in Section 8.2, Enforced Delay.

5.3 Access to Site

The Private Improvements on the Site and the work of the Developer shall be subject to inspection by representatives of the City. The Developer shall permit access to the Site by the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours and shall be made in accordance with standard project safety guidelines.

ARTICLE 6 – LAND USES

6.1 Covenants

The Developer covenants and agrees for itself, and its successors and assigns to or of the Site or any part thereof, that the Developer, and such successors and assigns shall, subject to the terms and conditions contained in this Agreement:

(A) Devote the Site to, and only to and in accordance with, the uses and site designs specified in the Concept Plan (Attachment 1) and this Agreement, as hereafter amended and extended from time to time, but never without the prior written consent of the City for uses other than those specified.

(B) Pay when due and on or before the tax payment date all ad valorem taxes or assessments on or relating to the Site or any part thereof, and on any property located on the Site or any part thereof that the Developer owns.

(C) Except as otherwise provided herein, commence promptly the construction and installation of the Private Improvements on the Site and pursue diligently the construction and installation of the Private Improvements to completion, and complete the construction and installation of the Private Improvements, on or before the dates set forth in this Agreement.

(D) Prior to the completion of the Private Improvements and the issuance of the applicable Certificate of Occupancy, the Developer shall have no power to convey the Site, or any part thereof, without the prior written consent of the City. The Developer may, however, convey the Site, or any part thereof, prior to the completion of the Private Improvements and the issuance of the applicable Certificate of Occupancy, to: (1) a mortgagee or trustee under a mortgage or deed of trust permitted by this Agreement to obtain funds necessary to construct and install the Private Improvements; or (2) as security for obtaining financing permitted by this Agreement for the purposes of construction and installation of certain buildings, structures, or other Private

Improvements; or (3) a new proposed developer pursuant to a development contract containing the applicable terms and conditions of this Agreement binding upon the new proposed developer, and in conformance with and subject to the approval of the City as provided for in this Agreement.

As provided above and elsewhere in this Agreement, until the Private Improvements are completed and a Certificate of Occupancy is issued by the City, the Developer shall obtain the written consent of the City before conveying the Site, or any part thereof. As a condition of granting such written consent, the City may require that any proposed transferee who wishes to purchase all or part of the Site prior to the completion of the Private Improvements and the issuance of a Certificate of Occupancy enter into a written agreement with the City to assume the obligations of the Developer under this Agreement and become a developer of all or part of the Private Improvements described on Attachment 1, and to be bound by the terms of this Agreement and to become the successor in interest to the Developer under this Agreement with respect to such parcel.

(E) Not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.

6.2 Enforcement of Covenants

(A) It is intended and agreed that the agreements and covenants provided in this Article 6 shall be covenants running with the land and without regard to technical classification or designation, legal or otherwise, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the City against the Developer, its successors and assigns, to or of the Site or any part thereof or any interest therein, and any party in possession or occupancy of the Site or any part thereof. The Parties agree that the City shall be deemed beneficiaries of the agreements and covenants provided in Section 6.1 of this Article, both for and in its own right and also for the purposes of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided.

(B) The covenants and agreements contained in covenants numbered 6.1(C) and 6.1(D) shall terminate as to a particular parcel of real property of the Site on the date the City has issued the Certificate or Certificates of Occupancy as to the particular parcel of real property on the Site, or as to a particular phase of construction or installation of the Private Improvements, on the date that the City has issued the Certificate(s) of Occupancy to the Developer. The Certificate(s) of Occupancy shall be evidence that the Private Improvements or a particular portion of construction or installation of the Private Improvements on the Site have been completed. The covenants numbered 6.1(A), 6.1(B), and 6.1(E) shall not terminate.

ARTICLE 7- ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

7.1 Representation as to Development

The Developer represents and agrees that its use of the Site, and the Developer's other undertakings pursuant to this Agreement, are and shall be only for the purpose of development of

the Site and not for speculation in land holding. The Developer represents to the City that the Developer has not made or created, and that it will not, prior to the proper completion of the Private Improvements, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (other than to an end user of a building or other portion of the Private Improvements), or any trust or power, or transfer in any other mode or form of or in respect to this Agreement or the Site, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

7.2 Prohibition Against Transfer and Assignment

(A) The Developer further agrees, in view of: (1) the importance of the development of the Site to the general welfare of the community; (2) the public subsidy that has been or will be made available for the purpose of making such development possible; and (3) the fact that a change in the ownership or with respect to the identity of the parties in control of the Developer or the degree thereof until the Private Improvements are completed on the Site, is, for practical purposes, a transfer or disposition of the property owned by the Developer; that, except as otherwise provided below, no change in the ownership of the Site, or change in the majority ownership or control of the Developer, or with respect to the identity of the parties in control of the Developer, shall be permitted without the express written consent of the City until the time that the Private Improvements have been constructed and installed on the Site. The City's decision to approve or disapprove of a transfer or assignment shall be based upon the City's evaluation of the ability of the proposed successors to construct, install, maintain and operate satisfactory improvements on the Site and provide benefits to the community from the Site which are comparable to those benefits contemplated to be provided by the Developer from the construction, installation, maintenance and operation of its Private Improvements on the Site and of the Public Improvements, as described in this Agreement. The City may require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement by the Developer;

(2) Any proposed transferee, by instrument in writing, shall have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all of the conditions and restrictions to which the Developer is subject; provided, that there has been submitted to the City for review, and the City has approved, all instruments and other legal documents involved in effecting transfer;

(3) The Developer and any subsequent transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement. Provided, however, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City shall be deemed to relieve the Developer or any successor of the Developer bound in any way by this Agreement or otherwise with respect to any term, covenant or condition of this Agreement, including but not limited to, the construction and installation of the Private and Public Improvements, or any of the obligations with respect thereto; and

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual costs and expenses incurred and due under generally accepted accounting principles, including the Developer's cost of acquiring the portion of the Site being transferred, carrying charges, development costs, and return on investment (not exceeding 5% per annum) to the Developer of the Site and the Private Improvements, if any, theretofore made thereon by it.

(B) Notwithstanding the provisions of this Section 7.2, the Developer may transfer or make a significant change in the ownership or with respect to the identity of the parties in control of the Developer, but only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer, or its successor in interest, to perform its obligations with respect to making the Private Improvements under this Agreement.

(C) The provisions of this Section 7.2 shall terminate upon the issuance of the Certificates of Occupancy for all of the Private Improvements.

7.3 Reports and Notices – Changes in Ownership

The Developer agrees that during the period between execution of this Agreement and the issuance of the applicable Certificate(s) of Occupancy:

(A) The Developer will promptly notify the City of any and all changes whatsoever with respect to: (1) a change in the Project Manager of the Developer; (2) a change in 51% ownership, legal or beneficial of the Developer; (3) a change or any other act or transaction involving or resulting in any change in 51% of the ownership of the Developer; or (4) with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its managers or officers have been notified or otherwise have knowledge or information.

(B) The Developer shall, at such time or times as the City may request, but no more often than twice a year, furnish the City with a complete statement, subscribed and sworn to by the manager or an officer of the Developer, setting forth any person or entity having 51% the ownership interest of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest, their names and the extent of such interest.

7.4 Application to All Forms of Entities

The provisions of this Article shall apply without exception to all forms of business organization, including but not limited to, limited liability companies, corporations, sole proprietorships, joint ventures and partnerships, both general and limited.

ARTICLE 8– REMEDIES

8.1 General Remedies; City and Developer

Subject to the other provisions of this Article 8, in the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party hereto, such Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach,

and in any event, do so within thirty (30) calendar days after receipt of such notice or if such default or failure is of a type that cannot reasonably be cured within such thirty (30) day period, within sixty (60) days provided that such cure is commenced within a thirty (30) day period and diligently pursued to completion, unless a longer period of time is agreed to by the Parties pursuant to Section 8.4. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the time periods provided above, the aggrieved Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. In the event of any default in or breach of this Agreement by the Developer or the City which is not cured within the time limits contained in this Agreement, the non-defaulting Party may, at its option, take such action as allowed by law, in equity and/or provided for in this Agreement. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

8.2 Enforced Delay Beyond Party's Control

Neither the City nor the Developer shall be considered in breach of or default in its obligations hereunder, including but not limited to, with respect to the preparation of the Site for development, or the beginning and completion of construction and installation of the Private Improvements or Public Improvements, or progress in respect thereto, in the event of delay in the performance of such obligations due to causes occurring beyond its control and without its fault or negligence, including acts of God, Force Majeure, environmental contamination, geotechnical complications, unforeseen conditions, hazardous material abatement, or of the public enemy or terrorists, wrongful acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, tariffs, freight embargoes, wars and unusually severe weather or delays of subcontractors due to such causes. The purpose and intent of this provision is that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Developer with respect to the preparation of the Site for development or the construction and installation of the Private Improvements or the Public Improvements, as the case may be, can be extended for the period of the delay: Provided, that in order to obtain the benefit of the provisions of this Section, a Party, within fifteen (15) calendar days after becoming aware of any such delay, shall have notified the other Party thereof in writing stating the cause or causes for the delay. The Parties shall mutually agree to the duration of the extension.

8.3 Extensions by City

The City may in writing extend the time for the Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the Parties provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of the Developer's obligations nor constitute a waiver of the City's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

8.4 Remedies Cumulative/Non-Waiver

The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by any Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

ARTICLE 9- MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest – City

No member, official, employee, consultant, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

9.2 No Personal Liability – City

No member, official, employee, consultant, agent or representative of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

9.3 Developer to Indemnify the City

Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the development of the Site, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by the Agreement. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Site or this Agreement.

9.4 Modification to Form-Based Code

The Developer and City have approved various modifications to the Form-Based Code as set forth in Attachment 5.

9.5 Modifications to Concept Plan

The Parties recognize that the contemplated Private Improvements represent Developer's best attempt to estimate project economics, infrastructure design, project phasing, site layout, dwelling unit density, and traffic circulation to achieve the City's goals and objectives. Both parties acknowledge that these development assumptions are subject to change due to additional information such as architectural design, civil engineering, geotechnical investigation, title searches, UTA ROW requirements, and other unforeseen conditions. Proposed changes to the Concept Plan by the Developer may be approved at the planning staff level, as authorized by Clearfield City Municipal Code §11-5-3(B).

9.6 Notices

A notice or communication under this Agreement, by a Party to another Party, shall be sufficiently given or delivered, if given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

- (A) In the case of a notice or communication to the City:

Clearfield City
Attn: City Manager
55 South State Street
Clearfield, UT 84015

With a copy to the City Attorney at the same address.

- (B) In the case of a notice or communication to the Developer:

Lotus Acquisitions, LLC
Attn: Bryan Wrigley
388 South Temple, Suite B
Salt Lake City, UT 84111

With a copy to:

Strong & Hanni
Attn: H. Burt Ringwood, Esq.
9350 South 150 East, Suite 820
Sandy, UT 84070

or addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this Section.

(C) Notwithstanding the foregoing, the City may make inquiries from time to time regarding the schedule of the Project to the following person:

Joe Torman, President of Construction and Development Telephone: 801-721-0335

9.7 Attachments/Recitals

All Attachments referred to in this Agreement as being attached or to be attached hereto, whether or not in fact attached, the Parties being satisfied that the correct documents can be supplied from the records of the Parties, and Recitals, are incorporated herein and made a part hereof as if set forth in full and are binding upon the Parties to this Agreement.

9.8 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.9 Successors and Assigns of Developer

This Agreement shall be binding upon the Developer and its successors and assigns. Where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of the Developer, except that the City shall have no obligation under this Agreement to any unapproved successor or assignee of the Developer where the City's approval of a successor or assignee is required by this Agreement.

9.10 Mutual Drafting

Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

9.11 No Waiver

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

9.12 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

9.13 Attorneys Fees

In the event of a default hereunder, the defaulting Party agrees to pay all costs incurred by the other Party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

9.14 Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

9.15 Recordation and Running with the Land

This Agreement shall be recorded in the chain of title for the Site. This Agreement shall be deemed to run with the land.

9.16 Entire Agreement

This Agreement and all Attachments thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties

9.17 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.18 Time

Time is of the essence of this Agreement and its Attachments.

9.19 Amendment

This Agreement may only be amended in a writing signed by the Parties hereto.

9.20 Authority

The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf; and the Developer has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

CLEARFIELD CITY

By: [Signature]
Mark R. Shepherd, Clearfield City Mayor

DEVELOPER:

By: [Signature]
Bryan Wrigley, Lotus Acquisitions, LLC

ATTEST:

[Signature]
Nancy R. Dean
City Recorder



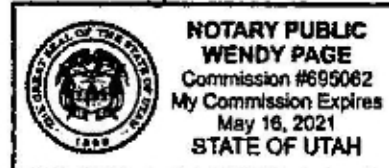
STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 30th day of October 2019, Mayor Mark R. Shepherd personally appeared before me, Wendy Page, who being by me duly sworn did say that he is the Mayor of Clearfield City and that the foregoing instrument was signed on behalf of Clearfield City by authority of a motion or resolution of its City Council and duly acknowledged to me that he executed the same.

My Commission Expires:
5-16-2021

Wendy Page
Notary Public
Residing at: 1027 Arlington Way, Bountiful, UT 84010

STATE OF Utah)
) :ss.
COUNTY OF Davis)



On the 1st day of November 2019, Bryan Wrigley personally appeared before me, Wendy Page, who being by me duly sworn did say, that he is the Manager of Lotus Acquisitions, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said company, and acknowledged to me that said company executed the same pursuant to authority under or as authorized by its operating agreement or other proper authority.

My Commission Expires:
5-16-2021

Wendy Page
Notary Public
Residing at: 1027 Arlington Way, Bountiful Utah 84010

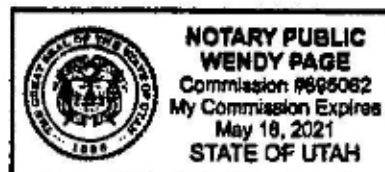


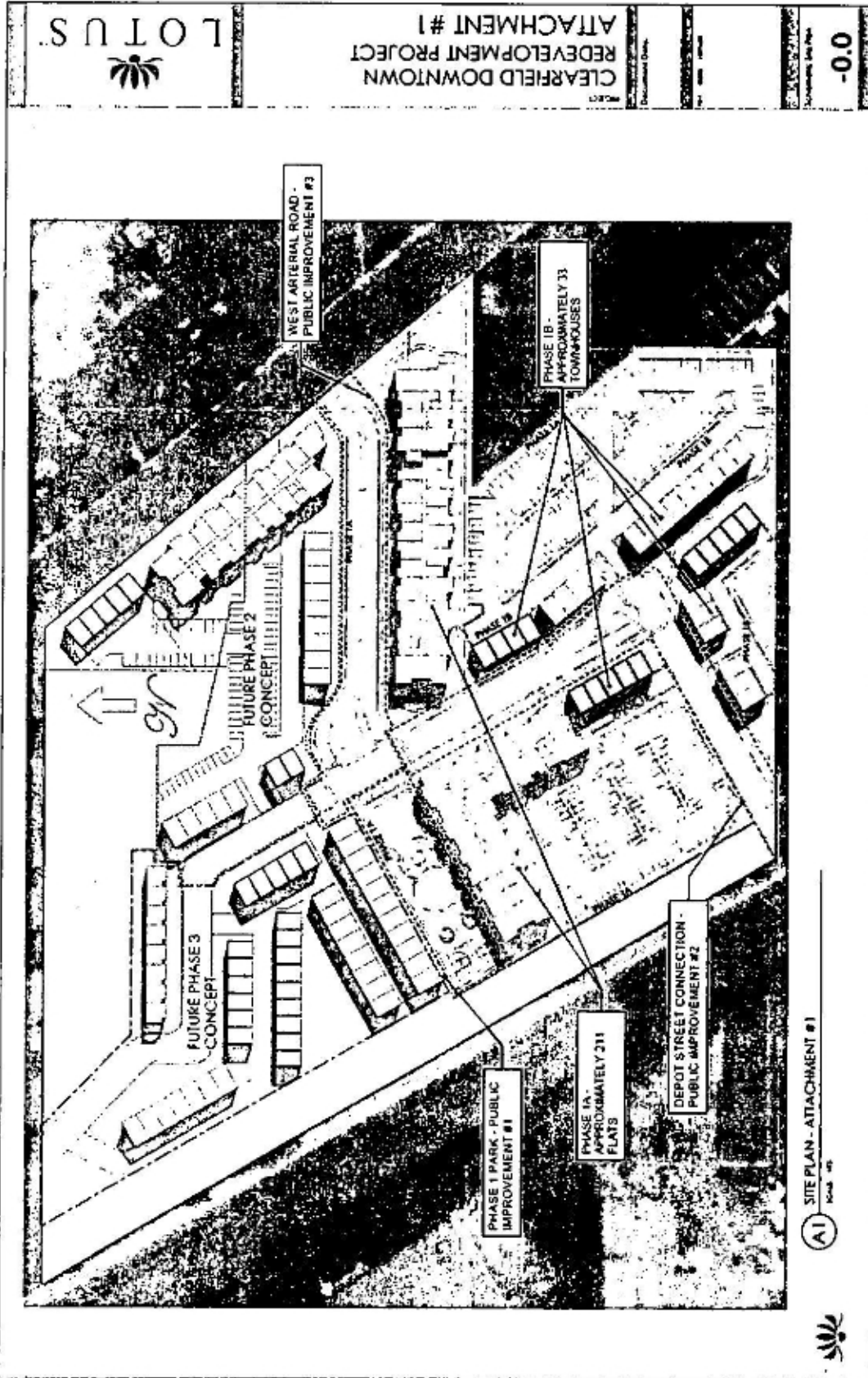
EXHIBIT A

LEGAL DESCRIPTION

LOTUS MARQ SUBDIVISION

LOTS 1-3, PARCELS A + B

ATTACHMENT 1 - CONCEPT PLAN



ATTACHMENT 2 – PUBLIC IMPROVEMENTS

Public Improvement #1

Depot Street

- Developer will provide connectivity to Depot Street, which may entail traffic being circulated through the development rather than an alignment along the west property line, as shown in Attachment 1.
- The City will ensure that the connection to Depot Street can be made through the existing UTA ROW at no additional expense to the Developer.
- The completion of the above Public Improvement will occur in accordance with the phasing shown in Attachment 1.

Public Improvement #2

West Arterial Road

- Will begin at State Street and terminate at the park, as shown in Attachment 1.
- Developer funded (except for the landscaping of the 6 ft. median which would be funded by City).
- The completion of the above Public Improvement will occur in Phase 1.

Public Improvement #3

0.5-Acre Public Park

- 0.5-acre public park
 - Developer will pay no less than \$240,000 dollars in hard costs associated with construction of the public park to be designed and engineered by the City.
- The completion of the above Public Improvement will occur in Phase 1.

ATTACHMENT 3 – IMPACT FEE DEFERRALS

Impact Fee Deferrals											
Phase	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
1a	-	-	-	-	-	-	-	10%	10%	19%	23%
1b	-	-	-	-	-	-	-	25%	25%	50%	0%
											100%

Growth Rate Calculation											
Phase	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Year Deferral	0	1	2	3	4	5	6	7	8	9	11
1a	-	103.00%	106.09%	109.27%	112.55%	115.93%	119.41%	122.99%	126.68%	130.48%	138.42%
1b	-	103.00%	106.09%	109.27%	112.55%	115.93%	119.41%	122.99%	126.68%	130.48%	138.42%

The impact fees due and payable during project years 7 through 11 are calculated by multiplying the initial amount of impact fees due at the beginning of the project by 1) the percentage of the impact fee installment (Impact Fee Deferral table above) and 2) the growth rate factor (Growth Rate Calculation table above), in each respective year.

			Flats				Townhomes			Total	
Phase	Development Schedule Commencement	Square Footage	Unit Count	Cost/Unit	Prior Acquisition	Extended Cost	Unit Count	Cost/Unit	Extended Cost	Unit Count	Extended Cost
1a	Aug-20	250,000	211	12000	325,375.00	2,206,625.00				211.00	2,206,625.00
1b	Aug-20	75,000					33	15000	495,000.00	33.00	495,000.00
SubTotal		325,000	211		325,375.00	2,206,625.00	33		495,000.00	244.00	2,701,625.00
2	Oct-22 TBD						16	14000	224,000.00	16.00	224,000.00
3	Oct-25 TBD						54	14000	756,000.00	54.00	756,000.00
SubTotal							70		980,000.00	70.00	980,000.00
Total			211		325,375.00	2,206,625.00	103		1,475,000.00	314.00	3,681,625.00

ATTACHMENT 5 – FBC MODIFICATION TABLE

BUILDING TYPE STANDARDS (Form Based Code Chapter 5)

MIXED USE BUILDING TYPE:

The two buildings located at the north end of the phase 1 site with commercial ground floors fronting Main Street.

Building Siting

Standard:	Requested Modification:
<i>Front Build to Zone: 0-10 feet</i>	15 foot setback, which is a modification to allow 0-15 feet instead of the 0-10 feet, in the code.

Height

Standard:	Requested Modification:
<i>Maximum Overall Height: 4 Stories Buildings taller than three stories shall have a step back of a minimum of 6 feet, which is located between the top of the first story and the top of the third story. The step back is required on street frontage side only.</i>	Compliance through design of the building for the step back requirement is being met or will be met through the design of the building façade, such as the uncovered balconies.
<i>Ground Story Minimum and Maximum Height per Story: 14 feet and 18 feet</i>	12' ceiling height in the commercial retail space.

Street Façade Requirements

Standard:	Requested Modification:
<i>Front Façade Entrance: Mixed Use or Arcade</i>	Flush storefront front-doors for all buildings that front State Street in Phase 1.
<i>Principal Entrance: Front Façade</i>	Flush storefront front-doors for all buildings that front State Street in Phase 1.

MULTI-FAMILY RESIDENTIAL BUILDING TYPE:

Building Siting

Standard:	Requested Modification:
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Height

Standard:	Requested Modification:
<i>Buildings taller than three stories shall have a step back of a minimum of 6 feet, which is located between the top of the first story and the top of the third story. The step back is required on street frontage side only.</i>	The developer is proposing to construct and design buildings in accordance with this requirement.

Additional Building Type Design Requirements

Standard:	Requested Modification:
<i>Secondary Building Materials: Limited to details and accents. Include gypsum reinforced fiber concrete for trim and cornice elements; metal for beams, lintels, trim and ornamentation, and exterior architectural metal panels and cladding. *Exterior Insulation and Finishing Systems (EIFS) are permitted for trim only on upper floor facades.</i>	Stucco may be used as a secondary facade material and used on the eaves/cornices of the buildings.
<i>Upper Story Residential Windows: Shall be recessed and double hung.</i>	Developer will utilize larger picture, slider and single-hung window options in lieu of the double-hung requirement. On average windows will be 5-6' tall in lieu of the 4' tall market standard.
<i>Balconies: Balconies must have a minimum area of 60 square feet and are required for a minimum of 40% of the units. All balconies must have a clear connection to the building and be architectural integrated into the building design. Balconies are not allowed to cover more than 40% of a building facade.</i>	"Unit balconies must have a minimum depth of 5' and a total square footage no less than 60 square feet. Balconies visible from public rights-of-way must be screened with at least 70% opacity to a height consistent with a standard balcony rail (42")."

TOWNHOME BUILDING TYPE:

Building Siting

Standard:	Requested Modification:
<i>Parking and Vehicular Access must be provided to rear of building</i>	Front-loaded townhomes will be permitted.

Additional Building Type Design Requirements

Standard:	Requested Modification:
<i>Secondary Building Materials: Limited to details and accents. Include gypsum reinforced fiber concrete for trim and cornice elements; metal for beams, lintels, trim and ornamentation, and exterior architectural metal panels and cladding. *Exterior Insulation and Finishing Systems (EIFS) are permitted for trim only on upper floor facades.</i>	Stucco may be used as a secondary facade material and used on the eaves/cornices of the building.
<i>Upper Story Residential Windows: Shall be recessed and double hung.</i>	Developer will utilize larger picture, slider and single-hung window options in lieu of the double-

	hung requirement. On average windows will be 5-6' tall in lieu of the 4' tall market standard.
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General Plant Requirements

Standard:	Requested Modification:
<i>The maximum amount of landscape area than may be turf grass is 60%.</i>	This is not yet verified, but will need to be shown or stated in order to decide whether or not there is a modification to be requested or that should be allowed.

OPEN SPACE (Form Based Code Chapter 6)

Standard:	Requested Modification:
<i>Each development is required to have a combined open space and landscaping percentage of twenty percent (20%) with no less than five percent (5%) provided for each.</i>	The developer will need to identify the open space types (plaza, square or commons) as outlined in Chapter 6 of the FBC. This can be provided during the site plan review process, but is something that should at least be considered.
<i>As required by the FBC, each development must incorporate an open space type identified as outlined in Chapter 6 of the code.</i>	

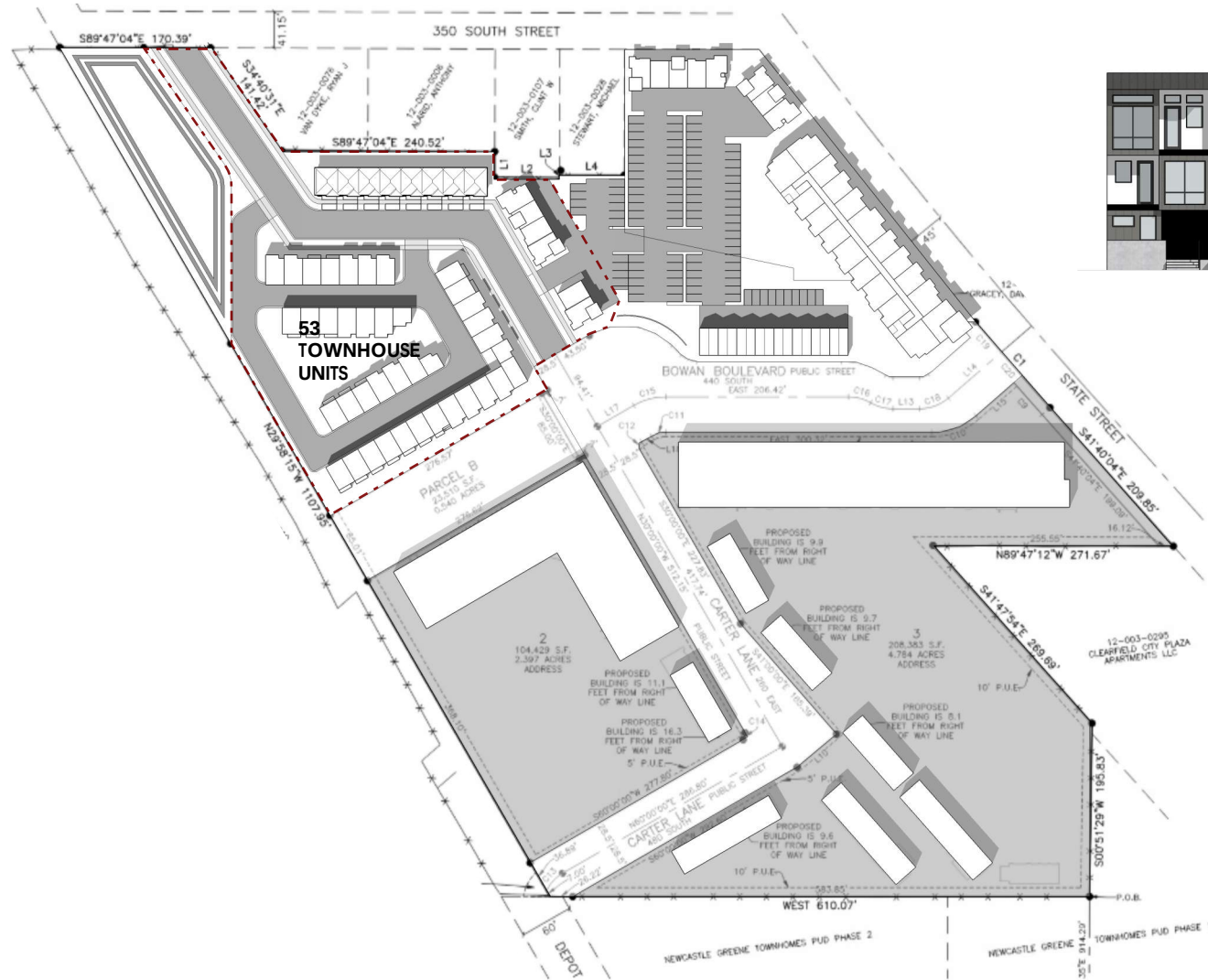
PARKING (Form Based Code Chapter 8)

Standard:	Requested Modification:
<i>Required covered parking for Multifamily 50% of Required off street Parking Stalls</i>	In lieu of covered parking for the flats, Developer will invest at least an equal sum (approximately \$62,000) into aesthetic and exterior enhancements of the project, above and beyond the requirements of the Form-Based Code (which may include, but is not limited to, larger trees for a canopy to shade parking and/or the cost of screening balconies). This cost offset will be verified prior to building permit issuance with an exhibit or form provided by Developer.

STREETS (Form Based Code Chapter 4)

Standard:	Requested Modification:
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<i>West Arterial Road – Neighborhood Street 63 foot ROW (no planted median on this street type)</i>	55 foot ROW (neighborhood street per form-based code excluding the 7 ft. parking on either side):
<i>No median is required for a neighborhood street cross section</i>	6 foot median comprised of planted trees with a curb and gutter.



A1 SITE PLAN
SCALE: NTS



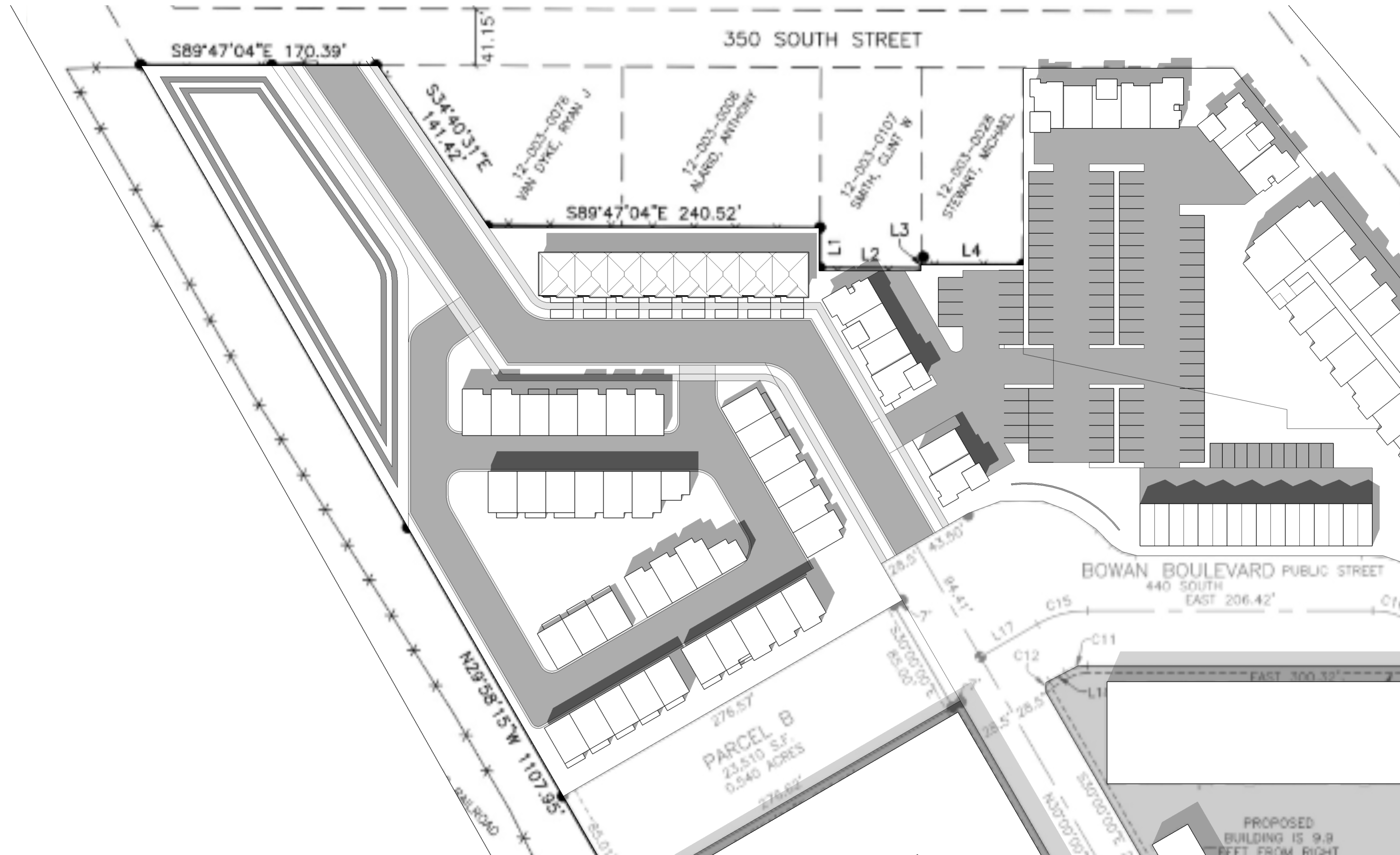
A3 CITY PARK ELEVATION (SOUTH)
SCALE: NTS



A4 CARTER LANE ELEVATION (EAST)
SCALE: NTS



A2 PROJECT RENDERING @ PARK FACADE
SCALE: NTS





STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Curtis Dickson, Community Services Deputy Director,
Shaundra Rushton, Communications Manager

MEETING DATE: August 9, 2022

SUBJECT: Fourth of July/Centennial Birthday Party Recap

RECOMMENDED ACTION

Review the Fourth of July and Centennial Birthday Party Events

DESCRIPTION / BACKGROUND

Recap the following events:

- Paint the bridge
- Movie in the park
- Pool Bash
- Patriotic concert
- Freedom Run
- Parade
- Park festival

CORRESPONDING POLICY PRIORITY (IES)

Improving Clearfield's Image, Livability and Economy

- Community pride, investment, and involvement
- Outstanding, arts, recreation, events, and public safety

FISCAL IMPACT

ALTERNATIVES

N/A

SCHEDULE / TIME CONSTRAINTS

N/A

LIST OF ATTACHMENTS

N/A

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
November 23, 2021

City Building
55 South State Street
Clearfield City, Utah

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

VISITORS: Kathryn Murray

Mayor Shepherd called the meeting to order at 6:00 p.m.

DISCUSSION ON AMENDMENTS TO THE CONSOLIDATED FEE SCHEDULE
REGARDING UTILITY RATES

Mayor Shepherd acknowledged staff had sent the proposed changes to the Council regarding utility rates and wondered if there were any concerns regarding the amendments to the Consolidated Fee Schedule.

Rich Knapp, Finance Manager, reviewed the following proposed changes for utility fees and stated the current and proposed rates would be highlighted during the public hearing of the upcoming policy session:

- Water base fee – increase of 7.5 percent beginning in January 2022, with a 6 percent increase per year thereafter.

- Water usage fee – increase of 3 percent beginning in January 2022, with a 2 percent increase per year thereafter.
- Sewer fee – increase of 2 percent beginning in January 2022, with a 2 percent increase per year thereafter.
- Storm water fee – increase of 11 percent beginning in January 2022 and 2023, with an 8 percent increase in 2024 and 2025, and a 3 percent increase per year thereafter.

Rich Knapp, Finance Manager, reviewed how the billing for storm water would change for commercial users. He noted an audit would take time but be done over the next one to two years, to ensure that data from the manual system was converted properly. JJ Allen, City Manager, asked if there were any questions about the history of storm water billing. He noted the conversion of a manual process into the billing system currently used would take time to ensure it was appropriate. Mr. Knapp noted if the retention discount were done away in the future, the fees could be applied more proportionately to commercial users and there would likely not need to be as drastic of an increase. He acknowledged that would need to be a discussion in the future once the conversion process was completed. Mr. Allen clarified commercial users referred to any customer which was not single-family residential; so, it included schools, public properties, and apartment complexes as well.

DISCUSSION ON PROPOSED CHANGES TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Melissa Kometscher, Victim Housing Advocate, reviewed the following three proposed changes to the City's Community Development Block Grant program:

- Amendment to the One Year Action Plan to reallocate \$150,000 from the Housing Rehabilitation Program to park improvements to improve or add new amenities and to meet the timeliness test required by the U.S. Department of Housing and Urban Development (HUD) to spend down the City's award money because there could be delays with funding for the Housing Rehabilitation Program due to compliance issues regarding lead-based paint.
- Amend the One Year Action Plan by reprogramming \$111,431.66 of CDBG fund from the 2020 program year to Park Improvements to add new amenities and to meet the timeliness test required by HUD to spend down the City's award money.
- Reallocating the remainder of Round 1 Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in the amount of \$65,178 to parks, trails, and a kiosk to promote social distancing.

Ms. Kometscher reviewed the current CDBG activities and spending since July 2021. She explained the City needed to spend \$155,301.77 by April 30, 2022. She noted the proposed changes were to help achieve the goal of meeting the timeliness test.

Stuart Williams, City Attorney, mentioned there were several options included in the agenda packet on Exhibit B of proposed park equipment. He noted if the Housing Rehabilitation Program was not sorted out there might be additional funds that the City would need to reallocate quickly.

DISCUSSION ON THE 2021 ANNUAL MODERATE-INCOME HOUSING REPORT

Spencer Brimley, Community Development Director, stated each year since the adoption of SB34, the City was required by law to review its previously adopted moderate-income housing (MIH) plan and report on the progress of the selected goals and strategies. He explained the report was a little different than last year because it was not the fillable form which was limited on text. He noted the 2020 census was not yet available, so housing data was not as current as desired. He pointed out that the State was more concerned about how the City was addressing moderate-income housing related to the goals it selected rather than the data, so that was the approach used in preparing the report.

Mr. Brimley stated the report prepared by staff included the following strategies:

- Increasing the density along the major corridors.
- Allowing for moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers.
- Encourage higher density or moderate-income residential development near major transit investment corridors.
- Preserving existing MIH stock.

He highlighted the City's efforts to accomplish each strategy which included adoption of an internal accessory dwelling unit (IADU) ordinance as well as amendments to the Form Based Code that emphasized density along the corridors and around the Transit Oriented Development (TOD) at Clearfield Station.

Councilmember Bush wondered if the State was only concerned with the thirty percent group related to moderate income housing. Mr. Brimley responded no; the State was concerned about all three but the thirty percent group was the group where the City was deficient.

Councilmember Bush asked if the Lotus project would fall into the thirty percent group. Mr. Brimley thought it would so there would only be about 100 more units in that threshold needed to meet the desired amount; however, some sources of data did not cite their sources, so it was uncertain if the City's current projects were included in the numbers obtained from the County.

Councilmember Bush wondered how the City would know which percentage the IADUs would fall into because it might not be affordable housing. Mr. Brimley answered municipalities were not in charge of regulating affordable housing, but rather developing methodology or goals that could help to meet the needs for housing. He added the City should have policies that helped developers get through the process and save money so they could build things that people could then afford.

Mr. Brimley stated Clearfield had a lot of older housing that might not be as high a price point and that helped the City meet the affordability objective. He asked if there were any questions before the report was submitted to the State. He noted it was due by December 1, 2021, so if there were other things the Council wanted incorporated there was a little time left. There was a discussion on whether SB34 was having the affect that was anticipated and the amount of time that would be needed to see the results of any implemented goals.

Mayor Shepherd expressed his opinion Clearfield was doing its part. Mr. Brimley agreed stating the City was well recognized for its efforts addressing affordable housing needs which spoke well for Clearfield.

Councilmember Peterson joined the meeting at 6:21 p.m.

Councilmember Bush asked about the data. Mr. Brimley reported the data he was referring to had come from Zions Public Finance and it spoke to the City's data and what its needs were specifically.

Councilmember Roper moved to adjourn at 6:23 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, and Roper. Voting NO – None. Councilmember Thompson was not present for the vote.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
December 7, 2021

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Tim Roper	Councilmember
	Karece Thompson	Councilmember
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Adam Favero	Public Works Director
	Braden Felix	City Engineer/PW Deputy Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Spencer Brimley	Community Development Director
	Brad McIlrath	Senior Planner
	Kelli Bybee	Communications Assistant
	Nancy Dean	City Recorder

Mayor Shepherd called the meeting to order at 6:03 p.m.

DISCUSSION ON THE AQUATIC AND FITNESS CENTER ROOF REPLACEMENT

Curtis Dickson, Community Services Deputy Director, stated staff was recently approached by the Davis School District about replacing the roof at North Davis Junior High. He indicated the District began replacing the roof in the summer of 2021. He noted the District planned to replace the roof in phases, with another phase in the summer of 2022 and the last phase in the summer of 2023; however, the timeline was moved up due to leaks. He acknowledged staff had previously discussed working in partnership to complete the roof over the pools when the district was doing the portion over the gym to help save money; however, the District decided to complete all the work during the summer of 2022 because there were several leaks that needed to be addressed sooner. Mr. Dickson asked if the City would like to join in and get the Aquatic Center re-roofed at the same time. He acknowledged the roof was not due to be replaced until 2024 according to the capital improvements plan. He explained the City was not having too many leaks; however the roof was eighteen years old.

Mayor Shepherd commented there did not seem to be a need to do it right away. He noted there could be some cost sharing opportunity; however, prices could also go down.

Councilmember Peterson asked staff what they thought about joining with the District. Mr. Dickson felt like it could wait for a couple years. Councilmember Peterson wondered if it would be easier to deal with the occasional maintenance issues rather than bump projects on the capital project list. Mr. Dickson replied that those other projects on the list would probably need to be completed before the roof. There was a discussion about holding off for a couple years, rising inflation costs, and whether it would be good to move the project up on the schedule or wait for a couple more year.

The consensus of the Council was to wait to replace the roof.

DISCUSSION ON REGISTRATION AND PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT

Stuart Williams, City Attorney, stated all 50 states, Washington D.C., and five U.S. territories were part of a 26 billion dollar settlement agreement with the nation's three major pharmaceutical distributors which manufactured and marketed opioids. He acknowledged the State of Utah was earmarked to receive \$151 million, and that sum could be increased by an additional \$120 million, for a total of \$271 million if each county in Utah and all the cities exceeding 10,000 people participated in the settlement.

Mr. Williams commented there would be a resolution to consider in policy session on December 14, 2022 which would authorize the City's registration and participation in the national opioid settlement. He explained the process would afterwards require for the City to get registered and waive its rights to an individual lawsuit.

DISCUSSION ON THE AWARD OF BID FOR THE TRAIN WATCH PRESSURE REGULATOR VALVE INSTALLATION PROJECT

Adam Favero, Public Works Director, stated the new Train Watch pressure regulator valve (PRV) would improve the quality of water pressure in what was the City's largest pressure zone. He explained the new PRV would allow the Public Works Department to divide the currently over-sized pressure zone into two separate zones. There was a discussion on the area affected. Mr. Favero noted the City solicited bids and three were received. He acknowledged JR Burton Contractors was the lowest responsible bidder with a bid amount of \$183,061.75.

Mr. Favero explained the current fund balance for the project upgrade was \$145,000 so there was a budget shortfall of \$56,368. He indicated it was bid earlier in the Spring and costs were about 40,000 to 50,000 higher at that time. He noted savings from the 1100 South Waterline Installation project could be reallocated to offset the budget shortfall and avoid further delays or price increases.

Councilmember Bush wondered if the cost savings from the 1100 South Waterline Installation project would be enough to cover the shortfall or if an additional budget amendment would be necessary. Mr. Favero answered it would be enough to cover it.

DISCUSSION ON THE 950 SOUTH SEWER LATERAL CONNECTIONS AS PART OF THE INDIGO 880 DEVELOPMENT

Braden Felix, City Engineer/Public Works Deputy Director, stated the developer of Indigo 880 located across from the Aquatic Center was constructing a new sewer line to service the development. He noted it would be running through 950 South just west of the development and parallel to the City's older six-inch sewer line currently in service. He commented the contractor wanted to connect to the sewer line on 950 South which was only a six-inch line. He continued the City's line was undersized by the State's standards that had been updated since the line was installed. Mr. Felix said it was an opportunity to provide a new sewer line due to be upgraded. He added by having the developer's contractor do the work, it could be done while the road was cut and be completed in the spring in conjunction with the developer's project. He acknowledged the sewer line was not planned as a future project in the capital facilities plan, nor was it budgeted so it would require a budget amendment if the improvement was desired by the Council.

Councilmember Peterson commented it made sense. Mayor Shepherd agreed.

Councilmember Bush asked what would happen to the six-inch line. Mr. Felix responded the new sewer line would be adjacent to the old line.

JJ Allen, City Manager, questioned if the street would be torn up for months. Mr. Felix answered hopefully not, the work would be done in the spring with anticipation of good weather.

The consensus of the Council was to amend the budget and do the project.

UPDATE ON THE CLEARFIELD STATION TRANSIT-ORIENTED DEVELOPMENT (TOD) PROJECT

Braden Felix, City Engineer/Public Works Deputy Director, stated the hope for the discussion was to allow for a contract to be prepared for the award of bid; however, it was not ready yet. He noted the City was working with Geneva the low bidder on the project to find ways to reduce the scope for cost savings and the City also continued to look for alternative funding solutions for the project. He reviewed the financing planned for the project which included bonds of \$18.5 million, \$1.5 million from the Davis County third quarter sales tax for property acquisition, \$1.2 million from the Utah Transit Authority (UTA) land sale, and about \$200,000 that could be committed to the project from overhead costs. He noted those funds totaled \$21.4 million.

Mr. Felix stated with adjustments to the scope, Geneva proposed the cost of the construction at \$20.5 million which had previously been \$26 million. He noted staff was still waiting to hear back from contractors to determine if there could be other adjustments such as street lighting reductions. He indicated the City was also in the process of negotiating the contract for the construction management services. He reviewed other costs that were currently unknown that could be a factor in the overall total of the project and whether there could be additional savings.

Councilmember Peterson asked staff to cover where the City shaved six million dollars. JJ Allen, City Manager, stated there were entire streets that were cut out of the project. Mr. Felix acknowledged the cuts were made in conjunction with the developer to determine what would be needed for the next four years. He reviewed the project phasing plans which included demolition, roads, and utility phasing. He highlighted the streets which were cut from the scope which included part of Depot Street and part of Grand Drive.

Councilmember Peterson expressed her concern with cutting Depot Street. There was a discussion about impacts related to connectivity and how the City would finance roads in the future that were needed if they were cut from the current project scope.

Mr. Allen responded several people had asked if Clearfield could bond for more money now. He stated he was not comfortable with that because it would take several years to build the site out. He indicated the City could perhaps bond in a few years because by then there would be a better understanding of what the site was generating from tax increment. He noted currently the City was dealing with developers that wanted to be cautious in their evaluations. He explained the tax increment model was a conservative projection that matched what was bonded for and it assumed only two office buildings were built but the City hoped it would be four buildings developed. There was a discussion about whether or not the Master Development Agreement could be amended so the City would not have to build all of the infrastructure at the onset of the project and perhaps could reimburse the developer for portions of infrastructure that were added as each of the phases was developed.

Councilmember Peterson commented the City had the biggest investment up front and then the economy changed. She agreed with Mayor Shepherd that it might be necessary to amend the agreement because the current way it was constructed with the City building all the infrastructure would require using General Fund revenues which she was not comfortable doing. Mr. Allen suggested the developer would counter with their own issues.

Mayor Shepherd wondered if there was a different pot of money that could be utilized for the project. Mr. Allen mentioned staff would work with the development partners to explore the available options. He noted there remained concerns also surrounding the funding of a parking structure. He explained a funding gap remained and there were CDRA funds available to help close the gap if that was the desire. He indicated it had always been his thought that those funds could be used for a parking structure if needed, but they would not be available later if they were used to help reduce the gap.

Mayor Shepherd questioned why there was such an extreme gap between the engineer estimates and costs of construction. Mr. Felix expressed his opinion that most of it was related to COVID, supply chain issues, and increased costs. Mayor Shepherd remarked no other projects were off the estimate like this one and he could not understand how two different engineering firms missed the mark. Summer Palmer, Assistant City Manager, responded staff was told by Zions Bank representatives that many projects were in the same spot because of all the changes in the economy over the past two years. Spencer Brimley, Community Development Director, added the scale of the project added to the cost of materials.

Adam Favero, Public Works Director, stated if the Mayor and City Council felt the contractor was gouging the City then staff could rebid the project. Mr. Allen noted even though it was a frustrating situation, the amounts of both bids were close. He acknowledged the developers had their estimating team bid the project which came very close to Geneva's bid.

Mr. Favero explained the project was a larger scale project and a lot of smaller contractors would not have the resources to do it. Mr. Felix pointed out it was a great project and many efforts would be needed for it to be a success.

Mayor Shepherd stated it was hard to swallow footing the bill for the infrastructure up front when the City could not afford to pay for it. He worried cutting pieces of the project might diminish the project that was envisioned.

Councilmember Thompson questioned how the City could find other pots of money and wondered if there was any funding available from the State. Mayor Shepherd responded he had discussed with staff the possibility of having the City hire a lobbyist to get additional funds from the legislature. Mr. Allen felt there was potential to do it. He wondered if there should be a hold on the project or if the Council wanted to move forward with the most essential chunk of the project.

Mayor Shepherd commented he was not in favor of using CDRA funds to lessen the gap.

Mr. Allen explained the CDRA funds available. He noted RDA 9 was directly to the north of the project and had excess capacity. He noted RDA 9 had about \$1.2 million available. He continued the ATK EDA funds were set aside for infrastructure improvements and there was a nexus to the Clearfield Station project. He stated currently there were about \$900,000 available and there would be another \$1.1 million over the next ten years that could be utilized. He added there was a fund balance in the CDRA that could also be used towards the project of about \$800,000. He reminded the Council that those funds could have been used to build a parking structure; however, that could not be built until there were streets and development necessitating it.

Mayor Shepherd felt the project needed to get going sooner than later. He mentioned there was funding available through the legislature so it might be worth seeking. Mr. Allen pointed out that if the CDRA funds were utilized to fill the current gap to get the project moving forward then perhaps the legislature would get behind funding a parking structure in the future. There was a discussion about reaching out and talking with other government organizations about the City's need for funding and exploring the potential for a hiring a lobbyist to help garner funding for the project.

Mr. Felix stated he was working with the Council of Governments (COG) to determine if the funds that were allocated to the 500 West Expansion project could be reallocated to the Clearfield Station infrastructure project. Mayor Shepherd felt it should be possible through an amendment and he would work with COG if needed.

There was a discussion about the advantages or disadvantages of having a public infrastructure district or special improvement district, rather than using tax increment. Mayor Shepherd

expressed his opinion that there were several options to consider including amending the Master Development Agreement or seeking additional funding.

Mr. Felix mentioned there were still some things to work through with the contractor and developer, but staff would move forward addressing them. Mayor Shepherd stated it would be important to know the timeline for 1000 East. He noted it would be imperative that 1450 South connection be opened when 1000 East was shut down. Mr. Allen asked if there had been a discussion with UDOT about when those improvements would be triggered. Mr. Felix responded UDOT said as soon as there was more traffic going into the station, then a signalized intersection would be triggered. Mr. Allen felt staff could work out a relationship with UDOT so the timing worked as needed. He noted there would be no reason to cut off 1000 East right away since it would take a couple years before the project would see any build out.

Staff committed to moving forward with the project keeping all options open and seeking for additional funding opportunities.

Councilmember Roper moved to adjourn at 7:03 p.m., seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmember Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
July 26, 2022

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Tim Roper	Mayor Pro Tem
PRESENT:	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Karece Thompson	Councilmember
EXCUSED:	Mark Shepherd	Mayor
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Devin Rogers	Assistant Police Chief
	Adam Favero	Public Works Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Shaundra Rushton	Communications Manager
	Joannie Strong	Deputy City Recorder

VISITORS: Michael Hansing, Ron Benson, Zac Fratto, Kevin Stoddart, and Tara Stoddart

Mayor Pro Tem Roper called the meeting to order at 7:00 p.m.

Mayor Pro Tem Roper excused Mayor Shepherd from the meeting.

Councilmember Thompson led the opening ceremonies.

APPROVAL OF THE MINUTES FROM THE MARCH 22, 2022 POLICY SESSION; JUNE 21, 2022 WORK SESSION; JUNE 28, 2022 POLICY SESSION; AND THE JULY 12, 2022 WORK SESSION

Councilmember Phipps moved to approve the minutes from the March 22, 2022 policy session; June 21, 2022 work session; June 28, 2022 policy session; and the July 12, 2022 work session; as written, seconded by Councilmember Peterson. The motion carried upon

the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

SWEARING-IN OF NEW CLEARFIELD POLICE OFFICER ZACHARY FRATTO

Assistant Police Chief Devin Rogers introduced Officer Fratto. He appreciated the support of Officer Fratto's family in his desire to pursue a career with the police department. Chief Rogers expressed gratitude for Officer Fratto's decision to join Clearfield City and assured the family that Mr. Fratto had the backing of supportive elected officials, peers, and staff behind him. He offered advice to Officer Fratto reminding him that while a key proponent to law enforcement was protecting, he should not forget to serve. He continued to tell Officer Fratto to treat people as people, be kind, understanding, empathetic, and listen.

Joannie Strong, Deputy City Recorder, administered the Oath of Office to the new Clearfield Police Officer Zachary Fratto.

Councilmember Roper thanked Officer Fratto for serving.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON AMENDMENTS TO THE GENERAL PLAN FOR A PORTION OF THE PROPERTIES LOCATED AT APPROXIMATELY 500 WEST 1700 SOUTH (TINs: 12-080-0092 AND 12-080-0095) FROM COMMERCIAL TO RESIDENTIAL

The applicant requested a General Plan amendment and rezone to develop the north 1.50 acres of the subject properties with a commercial use and to develop the south 5.32 acres of the subject properties with a small-lot single-family subdivision as illustrated in the concept plan included in the agenda packet. Should the rezone request to R-3 (residential) be approved, the future land use designation of the General Plan would need to be changed to reflect Residential as the future land use designation on a portion of the property.

Mayor Pro Tem Roper opened the public hearing at 7:11 p.m.

Mayor Pro Tem Roper asked for public comments.

Tara Stoddart, resident, mentioned she had visited the Planning Commission twice regarding the amendments to the General Plan. She expressed her concern with the proximity of the new development to her property, the ability of emergency responders to access the area, potentially increasing crime rates, the impact of the new development on the water shortage, and the ability of the schools to accommodate the influx of students. Ms. Stoddart commented that if a development needed to go behind her house, she would like to see one that would match her neighborhood with single-family homes and similar lot sizes.

Councilmember Thompson moved to close the public hearing at 7:19 p.m. seconded by Councilmember Phipps. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON THE REZONE REQUEST FOR A PORTION OF THE PROPERTIES LOCATED AT APPROXIMATELY 500 WEST 1700 SOUTH (TINs: 12-080-0092 AND 12-080-0095) FROM C-2 (COMMERCIAL) TO R-3 (HIGH DENSITY RESIDENTIAL)

The applicant requested a General Plan amendment and rezone to develop the north 1.50 acres of the subject properties with a commercial use and to develop the south 5.32 acres of the subject properties with a small-lot single-family subdivision as illustrated in the concept plan included in the agenda packet.

Mayor Pro Tem Roper opened the public hearing at 7:20 p.m.

Mayor Pro Tem Roper asked for public comments.

There were no public comments.

Councilmember Bush moved to close the public hearing at 7:20 p.m. seconded by Councilmember Thompson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

OPEN COMMENT PERIOD

Michael Hansing, resident, thanked Councilmember Peterson for her kindness. He expressed his frustration with the difficulty he was experiencing selling his property located at 575 South State Street. The property was 1.72 acres and zoned as Urban Commercial. Mr. Hansing conveyed to the Council he had four (4) offers to purchase the property that fell through after the application process because the zoning requirements had made it impossible for profitability. He assessed other properties in the area and questioned the variances in development allowances for similar properties in the area. Mr. Hansing stated that the property would be taken off the market and he would not allow it to be sold and developed. He commented that something had to change.

Councilmember Bush thanked Mr. Hansing and appreciated the Hope Center being there.

Councilmember Roper thanked Mr. Hansing for his comments.

APPROVAL OF ORDINANCE 2022-15 AMENDING THE GENERAL PLAN FUTURE LAND USE MAP FROM COMMERCIAL TO RESIDENTIAL FOR A PORTION OF THE PROPERTIES LOCATED AT APPROXIMATELY 500 WEST 1700 SOUTH (TINs: 12-080-0092 AND 12-080-0095)

Brad McIlrath, Senior Planner, provided background information on the request. The request was to amend the General Plan from Future Land Use Map for a portion of the properties from Commercial to Residential to develop a single-family and commercial project. He explained the rear 5.32 acres of the property would be small-lot single-family lots and the front 3.16 acres of the property would be commercial development. Mr. McIlrath reviewed the original concept plan and the revised concept plan. The original plan consisted of forty-five (45) 4,000 square foot

minimum single-family homes on the 5.32 acres, ten percent open space, and thirty (30) foot driveway easements to each lot. The revised concept plan consisted of forty-two (42) homes on 5.46 total acres with 1.3 acres of commercial. It had more open space throughout, turn arounds for firetrucks, and visitor parking.

Mr. McIlrath explained that due to the changes in the amount of commercial space needed for viable commercial tenants in the area and the high demand for residential uses, staff found it necessary to change the General Plan designation to Residential. He stated the R-2 or R-1-6 zone would be better suited than the R-3 zone to ensure the appropriate density and design while respecting the existing single-family residential in the area.

On July 6, 2022 the Planning Commission forwarded a recommendation of approval of the request to change the General Plan Future Land Use designation from Commercial to Residential for the rear 5.32 acres of the properties with a unanimous vote.

Councilmember Bush commented that 500 West was not a good place for commercial so leaving the front portion of the property commercial and changing the rear portion to residential made sense.

Councilmember Peterson moved to approve Ordinance 2022-15 amending the General Plan Future Land Use Map from commercial to residential for a portion of the properties located at approximately 500 West 1700 South and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following roll call vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

APPROVAL OF ORDINANCE 2022-16 REZONING 5.32 ACRES OF THE 6.82 TOTAL ACRES OF THE PROPERTIES LOCATED AT APPROXIMATELY 500 WEST 1700 SOUTH (TINs: 12-080-0092 AND 12-080-0095) FROM C-2 (COMMERCIAL) TO R-3 (HIGH DENSITY RESIDENTIAL) AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY

Mr. McIlrath forwarded the Planning Commission's recommendation of denial for the zoning map amendment from their meeting on July 6, 2022. The recommendation was made on a 6-2 vote and based upon the density of the concept and a desire to have a zoning district that was more consistent with the adjacent single-family neighborhood with either the R-1-6 zone or the R-2 zone. He noted that Commissioners Ratchford and Browning were opposed to the denial vote as they favored what was presented and were comfortable with the use of the R-3 zone subject to a development agreement.

Councilmember Peterson acknowledged it was just the rezone not the site plan and questioned the difference in the density. She inquired about the functionality and comparable developments to get a feel for the project. Mr. McIlrath explained the concept plan showed 7.75 units to the acre and the maximum density allowed in the R-3 zone was sixteen (16) units to the acre and eight (8) units to the acre in the R-2 zone. Josh Hughes, developer, confirmed the smallest lot would be 40 feet wide by 107 feet deep (4,280 square feet) and the lots along 500 West would be

larger due to the additional set back. Mr. McIlrath provided the ranges of the Wilcox Farms project along 1000 West for size comparison. The largest lot being approximately 4,500 square feet and the smallest being approximately 2600 square feet. Councilmember Peterson reiterated the consensus from a previous work session that roof lines needed to be similar to the existing neighborhoods.

Councilmember Peterson asked if the revised concept plan recognized wider drives. Mr. Hughes confirmed the drives would be thirty feet wide which was the same as the original concept plan. Councilmember Peterson questioned if there was enough information on the concept plan for the Council to be comfortable with allowing the remaining details to be hammered out in the next phase. Councilmember Bush stated the Council had determined not to adopt the R-1-4 zone due to the legislative requirements and had decided to allow the R-3 zone subject to a development agreement like had been done with similar concepts such as the Wilcox Farms project on 1000 West.

Councilmember Roper reminded everyone that an R-3 zone would be contingent on a development agreement. Councilmember Peterson expressed the need to match the feel of the neighborhood and that it was important it not have the development feel like apartments. She noted that the zoning designation would not go into effect until the development agreement had been approved.

JJ Allen, City Manager, added that if there would be a motion to approve, it would need to include language that confirmed it would be contingent upon a development agreement.

Councilmember Thompson commented that the R-3 designation would provide the oversight needed to ensure the look and feel of the areas were consistent.

Councilmember Peterson expressed that she still had concerns, but the revised concept plan provided enough comfort to close the difference on it and acknowledged there was still a lot more that needed to be worked out.

Councilmember Peterson moved to approve Ordinance 2022-16 rezoning 5.32 acres of the 6.82 total acres of the properties located at approximately 500 West 1700 South from C-2 (Commercial) to R-3 (High Density Residential), amending the Clearfield City Zoning Map accordingly, contingent upon a fully executed and recorded development agreement approved by the City Council, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Thompson. The motion carried upon the following roll call vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Thompson. Voting NO – Phipps Councilmember Phipps explained that the reasoning behind his vote was the compelling nature of the staff report in the defense of the R-1-6 zone and respect for the Planning Commission's thought process.

COMMUNICATION ITEMS

Councilmember Bush

1. Reported that the Sewer District would be replacing manholes on Gordon Avenue and wanted to give a heads up on traffic.

2. Announced the Kiwanis Club would be hosting a bowling tournament at Davis Lanes on Saturday July 30, 2022 at 9:00 a.m. Teams could be four, five or six players and the cost would be \$200.

Councilmember Peterson

1. Appreciated everyone's participation in the demolition of the North Davis Fire Station.

Councilmember Phipps

1. Reported that the 5-year plan for the Restoration Advisory Board which dealt with ground water contamination had come up for review, and he would be willing to share information with any interested parties.
2. Recognized the Centennial Commission and the work put into the celebration.

Councilmember Roper

1. Reported that Wasatch Integrated phase 4 had been lined and garbage was moving into that area of the landfill. He mentioned it was the final phase of landfill.
2. Announced that Mayor Shepherd would be taking over Youth Commission responsibilities.

Councilmember Thompson

1. Expressed concern that too much policy that legislators had been putting on housing copied California and warned that the State should be wary during the next legislative session since things were not working so well for California. (1:01:07)

STAFF REPORTS

JJ Allen, City Manager

1. Responded to Mr. Hansing's comments. He stated that zoning could not make everyone happy and the inability to sell the property had a lot of factors to it, not just zoning and offered to discuss the situation further.
2. Congratulated Officer Fratto and welcomed him to the team.
3. Reported that the Centennial Celebration went well.
4. Reviewed the Council's schedule noting the only meeting not set yet was August 30, 2022.

Councilmember Bush moved to adjourn as the City Council and reconvene as the CDRA in work session at 8:06 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Thompson. Voting NO – None.

*****The minutes for the CDRA are in a separate location*****



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: August 9, 2022
Subject: Certified Tax Rate – Property Tax

Recommended Action

Staff recommends adopting the proposed property tax rate.

Description / Background

Davis County has determined Clearfield's total property valuation and certified tax rate. The total valuation went up; therefore, the calculated certified tax rate went down to maintain the same revenue as last year.

	Last Year's Rate	Certified Tax Rate	City Proposed Rate
General Operations	0.001437	0.001172	0.001307

Clearfield's assessed valuation went up just over 24%. Therefore, the calculated rate went down 18%, a practice required by state law that keeps the City's revenue the same as the previous year. The additional property tax the City will receive from "new growth" (new construction) will result in an additional \$47,407 or 1.7% of the certified tax rate revenue. The proposed rate is a 9% decrease compared to last year.

Impact

- City**—The additional revenue to the City at a rate of .001172 vs .001307 is \$316,338.
- Resident**—The average \$378,000 residence will see an increase of \$28.07 in the City's portion of their property tax bill, taking the total property tax for city services to \$272.

CLEARFIELD CITY RESOLUTION 2022R-10

A RESOLUTION SETTING THE REAL AND PERSONAL PROPERTY TAX RATE FOR FISCAL YEAR 2023

WHEREAS, pursuant to Utah Code Ann. § 59-2-919, following an appropriately noticed public hearing, the City Council has determined to change its previous tax rate of .001437 for all real and personal property located within Clearfield by levying a higher rate than proposed by Davis County for fiscal year 2023;

Be it resolved by the City Council of Clearfield City Corporation;

There is hereby adopted and levied a final tax rate on all real property and personal property located within the municipality, which is not otherwise exempted by law, as follows:

General Purpose Fund	.001307
Interest & Bond Fund	<u>.000000</u>
Total Tax Rate	.001307

Dated this 9th day of August, 2022.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: August 9, 2022
Subject: Fiscal Year 2023 Final Budget

Recommended Action

Staff recommends the City Council adopt the FY 2023 Final Budget.

Description / Background

Before each budget year begins, local governments are to adopt a budget. Major funds include (a) the general fund, (b) special revenue funds, (c) debt service funds, (d) capital project funds, (e) proprietary funds, and any other fund or funds deemed significant. The budget for each fund shall contain estimates of all anticipated revenues and all appropriations for expenditures. With Truth in Taxation, the final budget needs approval before September 1.

A list of proposed changes since the last budget discussion is attached. A work session item is scheduled to discuss and answer any questions.

Hedgehog Analysis

The budget is legally required, a high priority, and an essential task.

Corresponding Policy Priorities

This budget allocates the City's limited resources to further all policy priorities including quality municipal services, image, livability and economy, and a highly motivated and a well-trained workforce.

Fiscal Impact

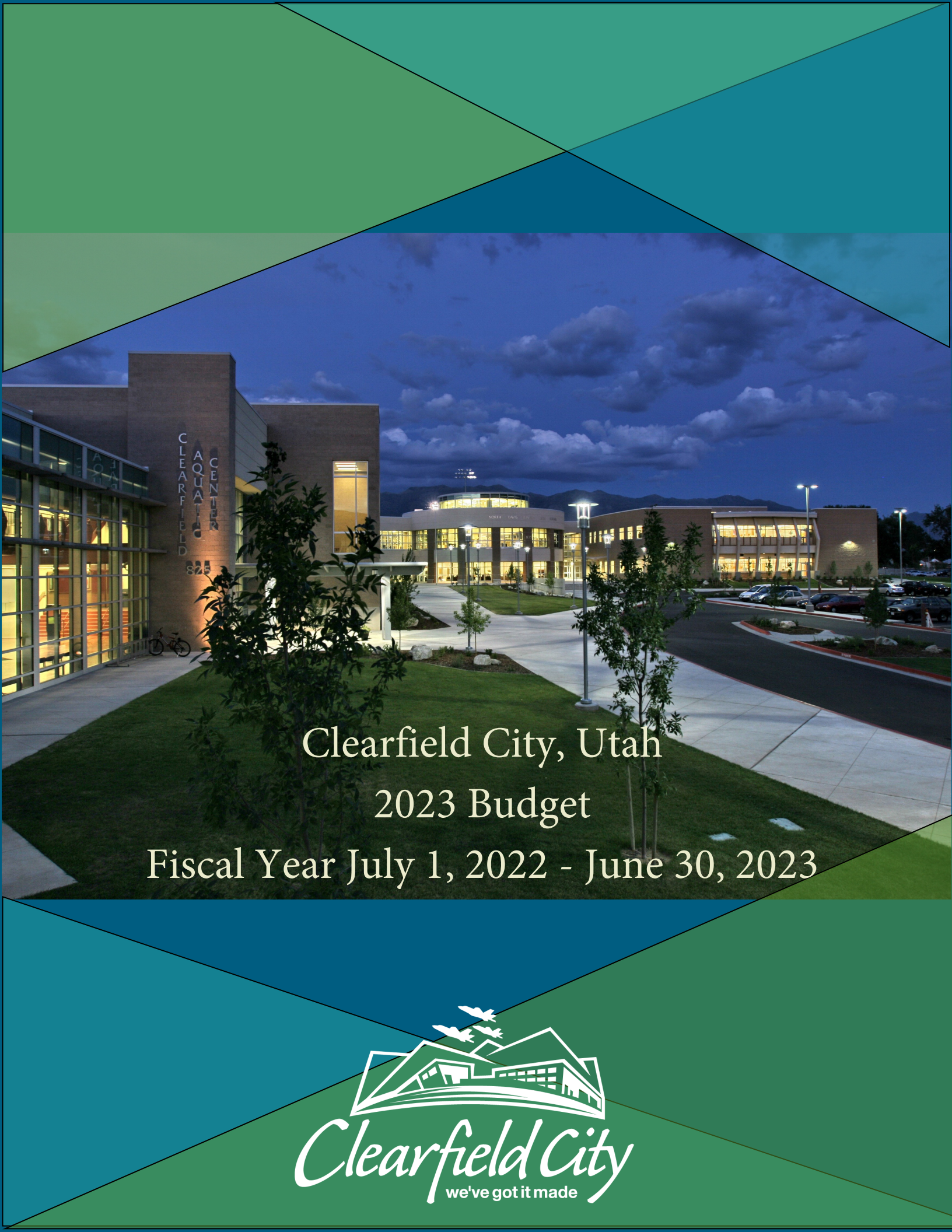
The final adopted budget is a legally binding financial plan. The proposed budget has total revenues and transfers equal to \$48,429,521 in addition to \$34,957,594 use of fund balance, equaling \$69,248,025 in total sources. Total appropriations equal \$83,387,115.

Schedule / Time Constraints

With truth in taxation the last opportunity to adopt the final budget is before September 1.

Alternatives

There is no alternative to budgeting for FY23. The possibilities of how to allocate resources are many.



Clearfield City, Utah
2023 Budget
Fiscal Year July 1, 2022 - June 30, 2023



City Manager's Message

June 30, 2022

To the Honorable Mayor, Members of the City Council, and Residents of Clearfield City:

It is my pleasure to present the Fiscal Year 2023 Budget for Clearfield City. This budget document provides detailed information concerning the financial condition and activity of the City government, and we are committed to providing the highest quality services in a manner that is both efficient and transparent. All budget decisions reflect Clearfield City's commitment to creating a place where people want to be. The budget allocates resources to provide quality municipal services; improve Clearfield's image, livability and economy; and maintain a highly motivated and well-trained workforce.

Sales Tax (the City's largest revenue source) has continued a higher-than-expected trend. Consumer spending and higher prices are most likely the cause. Therefore, this FY23 budget reflects a \$843,000 increase in sales tax revenue compared to FY22. Also, the City anticipates a growth in total property tax revenue of \$316,000. The tax increase to the average household is estimated to be \$28 higher than last year. And with the rapid pace of development and redevelopment, related fees continue to grow.

Even with these additional revenues, ensuring the ongoing sustainability of our operations and keeping up with rapid inflation are constantly considered. Cost escalation is impacting everything from materials and supplies to capital projects and personnel. As part of maintaining a highly motivated and well-trained workforce, the FY23 budget accommodates a modest market/merit increase to wages and an increase in health insurance premiums. These increases are essential to provide the compensation and benefits that are necessary to attract and retain highly qualified employees, especially given the highly competitive labor marketplace and ultra-low unemployment rates.

To address the Council's priorities and the growing needs of our community, the FY23 budget provides for the following additions and changes to staffing.

- FT Police Officer
- FT Dispatch
- Convert PT To FT IT
- Convert PT To FT Utility Maintenance Specialist
- 2 FT Utility Maintenance Specialist

The budget also includes funds for important capital projects, such as street surface treatments (\$515,000); street reconstruction (\$1.5 million); Arts Center landscape updates (\$80,000); a restroom in Central Park (\$90,000); renovating restrooms at Island View, Kiwanis, & North Steed Parks (\$150,000); and replacing the Thornock Playground (\$70,000). In addition, the construction of the next phase of the Maintenance and Operations Center is now funded for \$5.6 million. To a significant extent, reserves are being used for these one-time costs. We also anticipate the construction of public improvements at Clearfield Station in FY23.

I would like to thank our Finance Division who helped prepare this budget. I would also like to thank the Department Heads and their staff for their constant efforts in providing the highest level of service with fiscal responsibility and accountability, as we strive to create places where people want to be.

Respectfully,



JJ Allen
City Manager

General Fund-Budget Net Ongoing Rev & Exp

Measure of Sustainability

Sources

Revenues	\$24,998,814
Transfer In	\$1,213,111
Non-Operating Revenues	-\$5,732,354
Total Operating Revenue	\$20,479,571

Ongoing Expenditures

Personnel	\$14,158,292
Materials & Services	\$5,013,122
Debt	\$1,277,967
Total Operating & Debt	\$20,449,381

Net Ongoing Surplus	\$30,191
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General Fund Budget Summary

Measure of Security

FY23

Sources

Revenues & Transfers In	\$	26,211,925
Use of Restricted	\$	303,000
Total Sources	\$	26,514,925

GFOA Recommendation - maintain unrestricted fund balance of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

Expenditures

Personnel	\$	14,158,292
Materials & Services	\$	5,013,122
Debt	\$	1,277,967
Total Operating & Debt	\$	20,449,381

One-time Operations Expense	\$	331,500
CDBG (pass through)	\$	159,598
Capital	\$	7,945,460
Total One-time Expenses	\$	8,436,558

Total Expenditures \$ 28,885,938

Use of Available Reserves

\$ (2,371,013)

Est Beg Unrestricted Balance	\$	7,442,157
End Unrestricted Fund Balance	\$	5,071,144
Unrestrctd % of Revenues		24.1%

Two Month Operating Exp

\$3,408,230

Amount Above Two Mnth Oper

\$1,662,914

Days Cash

91

Budget Summary – Governmental Funds

	Revenues & Transfers In	Operating Expenditures & Transfers Out	Capital Expenditures	Total Expenditures	Change in Available Cash
General Fund	\$26,514,925	\$ 20,940,478	7,945,460	28,885,938	\$(2,371,013)
CDRA	2,611,265	1,760,410	-	1,760,410	850,855
Capital Projects	6,308,301		28,890,902	28,890,902	(22,582,601)
Total Governmental	\$ 35,434,491	\$ 22,700,888	\$ 36,836,362	\$59,537,250	\$(24,102,759)

Budget Summary – Enterprise/Utility Funds

	Revenues & Transfers In	Operating Expenditures & Transfers Out	Capital Expenditures	Total Expenditures	Change in Available Cash
Water	\$4,385,000	\$4,014,406	\$3,875,002	\$ 7,889,408	(3,504,480)
Sewer	4,892,000	4,612,021	4,003,500	8,615,521	(3,723,521)
Storm Water	1,507,824	863,279	3,202,377	4,065,656	(2,557,832)
Garbage	1,754,000	1,678,574	1,144,500	2,823,074	(1,069,074)
Total Enterprise	\$ 12,995,030	\$11,624,486	\$12,225,379	\$23,849,865	\$(10,854,835)

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
General Fund					
Taxes					
311001 Current General Property	1,683,956	2,186,676	2,698,162	3,062,625	364,463
311002 Vehicle Value Based Tax	116,041	146,349	115,000	115,000	-
312001 Delinquent Taxes Prior Yr	49,680	18,459	55,000	55,000	-
313001 General Sales & Use Taxes	5,073,382	5,941,968	5,532,252	6,375,000	842,748
313002 Energy Use Tax	2,688,470	2,478,493	2,400,000	2,545,000	145,000
313003 PARAT Tax	299,420	353,434	327,000	361,000	34,000
314002 CaTV Franchise Taxes	159,163	153,678	150,000	152,000	2,000
314003 Utility Franchise Taxes	491,048	502,940	500,000	515,000	15,000
314004 Muni Telecom License Tax	182,430	154,945	155,000	130,000	(25,000)
315001 Transient Room Tax	9,845	11,311	7,000	7,000	-
Taxes Total	10,753,436	11,948,254	11,939,414	13,317,625	1,378,211
Licenses & Permits					
321001 Business Licenses	151,616	101,636	100,000	110,000	10,000
321002 Landlord Registration	15,784	63,474	15,000	25,000	10,000
322002 Sign Permits	1,100	750	1,500	1,500	-
322101 Building Permits	388,982	893,084	305,000	400,000	95,000
322103 Excavation Permits	9,060	141,784	5,000	8,000	3,000
322104 Demolition Permits	1,050	600	900	900	-
322105 Inspection Fees	6,072	11,656	4,000	6,000	2,000
322401 Cemetery & Burial Permits	20,600	21,350	22,000	22,000	-
Licenses & Permits Total	594,264	1,234,335	453,400	573,400	120,000
Intergovernmental					
331001 Federal Grants	471,417	2,286,768	1,566,556	7,580	(1,558,976)
331006 CDBG Grant Revenue	153,230	126,642	219,591	204,240	(15,351)
334001 State Grants	196,494	288,647	308,748	322,498	13,750
335001 Class C Roads	1,034,242	1,122,116	1,035,000	1,100,000	65,000
335002 Liquor Fund Allotment	15,549	23,139	56,130	35,000	(21,130)
335003 County Transportation	465,466	550,906	515,000	600,000	85,000
Intergovernmental Total	2,336,398	4,398,218	3,701,025	2,269,318	(1,431,707)
Charges for Services					
341001 Zoning & Subdivision	64,706	44,737	35,000	42,000	7,000
341002 Plan Check Fee	118,318	308,440	100,000	115,000	15,000
342001 Special Police Services	55,497	49,284	35,000	42,000	7,000
342002 Davis SD Police Protectio	71,000	72,414	65,000	83,000	18,000
342003 Dui/Seatbelt (Overtime Re	17,787	2,583	23,000	23,000	-
342004 E-911 Service Fees	318,475	326,872	310,000	325,000	15,000
342006 Dispatch Services	79,394	85,008	85,000	120,000	35,000
342007 Metro Narcotics Ovt	6,725	13,772	14,000	14,000	-
343002 MIDA	10,538	6,717	10,000	10,000	-
347001 Aquatic & Fitness Center	842,561	1,199,985	1,150,000	1,610,000	460,000
347003 Recreation	216,362	241,220	330,000	285,000	(45,000)
347004 Arts	-	-	-	156,000	156,000
348001 Cemetery Plots	13,060	18,530	11,000	11,000	-
349002 NDFD Billing	-	-	2,000	1,000	(1,000)
Charges for Services Total	1,814,423	2,369,562	2,170,000	2,837,000	667,000

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
Fines & Forfeitures					
351001 Fines/Forfeitures	411,230	326,869	315,000	315,000	-
351003 Code Enforcement Fines	16,517	20,893	15,000	10,000	(5,000)
353001 Fees/Costs/Contempt	192,637	156,236	190,000	190,000	-
353002 Court Security Fees	14,542	16,636	18,000	17,000	(1,000)
353003 Misc Court Cost Reimb	1,103	168	1,000	500	(500)
Fines & Forfeitures Total	636,028	520,802	539,000	532,500	(6,500)
Miscellaneous					
361001 Interest Earnings	150,390	78,511	60,000	60,000	-
361005 Unrealized Gains & Losses	5,668	55,804	-	-	-
362001 Community Service Rentals	58,134	58,478	90,000	20,000	(70,000)
362002 Rent/Lease Revenues	15,504	15,814	15,600	15,600	-
364001 Sale Of Fixed Assets G/L	12,900	2,681,223	-	-	-
369001 Misc Revenues	38,331	106,096	45,000	45,000	-
369003 Donation Revenue	64,322	64,660	133,000	42,000	(91,000)
369004 Return Check Fees	1,540	1,060	750	750	-
369005 One Time Misc Revenue	108,364	9,738	-	-	-
Miscellaneous Total	455,153	3,071,384	344,350	183,350	(161,000)
Utility Charges					
371007 Commercial Fire Protect	117,252	120,217	110,000	123,000	13,000
Utility Charges Total	117,252	120,217	110,000	123,000	13,000
Other Sources					
381001 Trnf Other Funds	-	-	1,207,121	-	(1,207,121)
381002 Trnf CDRA Sales Tax Bond	774,208	775,943	776,457	774,983	(1,474)
381003 Trnf EF Sales Tax Bond	156,678	156,678	157,907	157,329	(578)
381005 Trnf from EF	99,104	89,467	100,000	100,000	-
382001 Trnf from CDRA	233,359	206,496	190,836	180,799	(10,037)
382002 EF Indirect Cost Alloc	1,166,765	1,153,609	1,153,502	1,158,321	4,819
382003 Pay In Lieu Davis County	4,351	4,528	4,000	4,300	300
Other Sources Total	2,434,465	2,386,721	3,589,823	2,375,732	(1,214,091)
General Fund Total	19,141,418	26,049,492	22,847,012	22,211,925	(635,087)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
General Fund					
104111 Mayor & Council					
Personnel	172,340	164,466	177,511	176,597	(914)
Operations					
621201 Membership Dues	20,688	20,238	22,044	23,699	1,655
621301 Training & Registration	4,455	2,577	14,275	12,335	(1,940)
623101 In-State Travel	-	1,491	2,811	3,240	429
623501 Out-of-State Travel	5,445	-	10,868	20,228	9,360
631003 Insurance Fees	1,627	1,732	2,315	2,461	146
631006 Contracted Services	-	-	-	48,000	48,000
645001 Special Department Allow	192	-	-	-	-
645002 Donation Expenditures	2,500	-	2,500	2,500	-
663001 Contingency	1,604	-	5,000	5,000	-
664001 Council Expense	33,709	20,065	107,100	110,401	3,301
664002 Youth Commission	740	42	3,500	5,500	2,000
Operations Total	70,959	46,145	170,413	233,364	62,951
104111 Mayor & Council Total	243,299	210,612	347,924	409,961	62,037
104121 Justice Court					
Personnel	377,398	373,794	416,094	415,172	(922)
Operations					
621101 Publications & Subscriptions	962	1,319	700	700	-
621201 Membership Dues	25	906	345	345	-
621301 Training & Registration	350	-	485	485	-
623101 In-State Travel	383	-	2,760	2,930	170
624001 Office Supplies	2,488	1,316	4,000	4,000	-
631003 Insurance Fees	2,050	2,182	2,548	2,744	196
631004 Bank Fees	9,523	11,346	9,500	9,500	-
631006 Contracted Services	42,495	8,775	66,000	40,000	(26,000)
645001 Special Department Allow	47	225	500	500	-
661001 Miscellaneous Supplies	1,119	-	500	500	-
662001 Miscellaneous Services	4,759	6,665	7,915	7,915	-
Operations Total	64,200	32,735	95,253	69,619	(25,634)
104121 Justice Court Total	441,598	406,529	511,347	484,791	(26,556)
104131 City Manager					
Personnel	393,662	402,450	431,398	455,297	23,899
Operations					
621201 Membership Dues	3,230	1,200	2,350	2,565	215
621301 Training & Registration	2,390	968	4,670	4,160	(510)
623101 In-State Travel	293	2,481	1,625	1,916	291
623501 Out-of-State Travel	1,905	-	5,096	8,005	2,909
624001 Office Supplies	-	-	100	850	750
631003 Insurance Fees	1,381	1,470	2,128	2,302	174
631006 Contracted Services	-	4,789	5,000	5,000	-
645001 Special Department Allow	6,996	9,049	10,900	11,400	500
663001 Contingency	-	2,820	10,000	10,000	-
Operations Total	16,195	22,777	41,869	46,198	4,329
104131 City Manager Total	409,857	425,226	473,267	501,495	28,228

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104132 City Recorder					
Personnel	197,992	200,658	204,070	206,018	1,948
Operations					
621101 Publications & Subscriptions	519	596	550	550	-
621201 Membership Dues	619	758	1,245	1,000	(245)
621301 Training & Registration	1,387	386	2,755	2,584	(171)
622101 Public Outreach & Notices	7,246	10,276	8,000	4,000	(4,000)
623101 In-State Travel	572	-	1,580	1,670	90
623501 Out-of-State Travel	-	-	1,805	-	(1,805)
624001 Office Supplies	1,802	1,769	2,000	2,000	-
624006 Postage / Mailing	-	-	100	100	-
631003 Insurance Fees	849	903	1,306	1,404	98
631006 Contracted Services	5,446	2,831	15,150	21,050	5,900
645001 Special Department Allow	-	-	200	200	-
662001 Miscellaneous Services	214	50	350	350	-
Operations Total	18,653	17,569	35,041	34,908	(133)
104132 City Recorder Total	216,645	218,227	239,111	240,926	1,815
104133 Legal					
Personnel	422,166	464,276	503,061	551,123	48,062
Operations					
621101 Publications & Subscriptions	1,891	700	859	859	-
621201 Membership Dues	2,494	1,300	2,210	2,210	-
621301 Training & Registration	3,672	1,015	1,600	1,620	20
623101 In-State Travel	64	534	4,802	4,988	186
623501 Out-of-State Travel	-	-	2,130	2,895	765
624001 Office Supplies	4,839	1,152	3,080	3,080	-
631003 Insurance Fees	1,455	1,549	2,994	3,220	226
631006 Contracted Services	255	145	1,000	1,000	-
631009 Outside Legal Counsel	6,628	4,430	15,000	15,000	-
645001 Special Department Allow	43,058	69,791	51,500	41,500	(10,000)
661001 Miscellaneous Supplies	139	230	250	250	-
Operations Total	64,494	80,846	85,425	76,622	(8,803)
104133 Legal Total	486,660	545,122	588,486	627,745	39,259

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104141 Human Resources					
Personnel	217,912	227,965	229,026	244,695	15,670
Operations					
621101 Publications & Subscriptions	276	1,454	1,772	25,272	23,500
621201 Membership Dues	1,075	711	1,725	1,583	(142)
621301 Training & Registration	2,856	1,272	5,900	10,340	4,440
621401 Educational Reimbursement	7,538	2,746	14,000	10,000	(4,000)
622301 Job Advertisements	149	550	3,000	2,700	(300)
623101 In-State Travel	-	-	400	800	400
623501 Out-of-State Travel	-	-	1,850	1,950	100
624001 Office Supplies	720	117	350	200	(150)
624004 Materials & Supplies	4,686	11,950	7,500	7,490	(10)
624005 Printing	335	466	950	750	(200)
624006 Postage / Mailing	18	11	200	100	(100)
631003 Insurance Fees	1,318	1,867	1,954	2,080	126
631006 Contracted Services	24,043	10,078	11,000	11,365	365
645001 Special Department Allow	5,433	15,116	13,800	12,800	(1,000)
645003 Employee Incentive Awards	23,141	19,335	36,250	31,000	(5,250)
662001 Miscellaneous Services	3,522	4,527	4,800	4,900	100
Operations Total	75,110	70,200	105,451	123,330	17,879
104141 Human Resources Total	293,021	298,165	334,477	368,025	33,549
104142 Information Technologies					
Personnel	217,810	235,855	266,912	350,183	83,272
Operations					
621101 Publications & Subscriptions	240	-	240	240	-
621301 Training & Registration	-	-	4,425	4,425	-
623501 Out-of-State Travel	-	-	1,310	1,310	-
624001 Office Supplies	218	4	1,000	1,000	-
624201 Software	10,690	2,158	7,700	5,000	(2,700)
624203 Website	-	-	5,000	2,000	(3,000)
624204 Annual Maint. & Support	198,197	242,939	289,585	307,084	17,499
625001 Equip. Maint. & Supplies	19,627	14,952	22,000	22,000	-
625002 Equipment Purchases	35,307	40,624	80,290	142,180	61,890
625204 Fleet Lease	1,395	1,395	1,514	1,395	(119)
628002 Landlines	27,972	31,258	29,350	29,350	-
631003 Insurance Fees	7,697	8,195	19,987	28,937	8,950
631006 Contracted Services	27,300	19,105	21,000	28,000	7,000
645001 Special Department Allow	-	48	500	500	-
Operations Total	328,643	360,677	483,901	573,421	89,520
Capital					
673001 Capital Project	9,565	128	6,000	6,000	-
674001 Machinery & Equipment	103,150	41,981	66,000	57,600	(8,400)
674003 Vehicle Replacement	-	-	-	38,527	38,527
Capital Total	112,716	42,108	72,000	102,127	30,127
104142 Information Technologies Total	659,168	638,640	822,812	1,025,731	202,919

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104143 Finance					
Personnel	397,604	425,711	453,847	484,051	30,205
Operations					
621101 Publications & Subscriptions	-	225	300	300	-
621201 Membership Dues	50	-	590	590	-
621301 Training & Registration	150	595	1,400	2,050	650
623101 In-State Travel	-	116	2,045	2,129	84
623501 Out-of-State Travel	(515)	(201)	1,170	2,640	1,470
624001 Office Supplies	3,274	2,331	1,250	1,250	-
624004 Materials & Supplies	1,123	2,226	2,000	2,000	-
631001 Auditor Fees	46,500	40,000	45,000	55,000	10,000
631003 Insurance Fees	1,809	1,925	2,891	3,103	212
631004 Bank Fees	(2,801)	(11,157)	2,000	1,000	(1,000)
631006 Contracted Services	15,411	3,850	7,000	6,700	(300)
645001 Special Department Allow	1,256	941	2,001	2,001	-
Operations Total	66,257	40,851	67,647	78,763	11,116
104143 Finance Total	463,861	466,562	521,494	562,814	41,321
104144 Customer Service					
Personnel	326,608	290,708	306,204	270,637	(35,567)
Operations					
621101 Publications & Subscriptions	-	50	100	100	-
621201 Membership Dues	42	-	150	150	-
621301 Training & Registration	423	807	640	640	-
623101 In-State Travel	-	-	1,398	1,858	460
624001 Office Supplies	3,997	6,606	7,250	7,250	-
624004 Materials & Supplies	130	2,962	1,500	1,500	-
624005 Printing	-	-	1,000	1,000	-
631003 Insurance Fees	1,980	2,108	2,230	2,380	150
631004 Bank Fees	6,345	5,410	7,275	7,275	-
631006 Contracted Services	-	-	24,000	-	(24,000)
645001 Special Department Allow	2,634	3,024	-	600	600
Operations Total	15,551	20,966	45,543	22,753	(22,790)
104144 Customer Service Total	342,159	311,674	351,747	293,390	(58,357)
104151 Interdepartmental Service					
Operations					
624006 Postage / Mailing	15,436	15,540	18,175	18,175	-
624206 Wireless Communications	38,886	58,552	38,000	59,400	21,400
627001 Electric	270,060	289,845	285,000	285,000	-
627002 Natural Gas	101,977	94,774	108,000	115,000	7,000
627003 City Utilities	99,104	89,467	100,000	100,000	-
631003 Insurance Fees	18,506	19,149	22,597	25,873	3,276
631006 Contracted Services	31,275	41,375	50,000	45,000	(5,000)
663001 Contingency	105,440	1,599,149	20,000	20,000	-
Operations Total	680,685	2,207,851	641,772	668,448	26,676
Debt					
681001 Debt Service-Principal	173,761	179,247	184,860	190,603	5,743
681002 Debt Service-Interest	39,484	36,017	32,442	28,753	(3,689)
Debt Total	213,245	215,264	217,302	219,356	2,054
104151 Interdepartmental Service Total	893,930	2,423,115	859,074	887,804	28,730

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104161 Facilities Maintenance					
Personnel	195,632	211,271	291,537	321,717	30,181
Operations					
621101 Publications & Subscriptions	224	125	320	320	-
621301 Training & Registration	-	299	250	250	-
623501 Out-of-State Travel	375	-	1,395	1,411	16
624107 Uniforms & PPE	79	583	750	750	-
625001 Equip. Maint. & Supplies	307	-	4,000	4,600	600
625002 Equipment Purchases	-	100	47,500	21,500	(26,000)
625003 Equipment Rental	1,998	-	3,000	3,000	-
625202 Fuel/Oil	966	1,985	4,500	4,050	(450)
625203 Fleet Repair	-	-	1	501	500
625204 Fleet Lease	4,280	4,280	4,644	4,280	(364)
625501 Equipment Repairs	359	-	500	500	-
626001 Building Maintenance	54,267	48,484	54,500	56,500	2,000
631003 Insurance Fees	3,017	4,184	3,943	4,257	314
631006 Contracted Services	250,831	280,480	258,760	262,960	4,200
631007 Agency Permits	330	425	525	525	-
663001 Contingency	-	-	10,000	10,000	-
Operations Total	317,032	340,945	394,588	375,404	(19,184)
Capital					
673001 Capital Project	347,504	-	25,000	92,500	67,500
674003 Vehicle Replacement	-	-	-	38,527	38,527
Capital Total	347,504	-	25,000	131,027	106,027
104161 Facilities Maintenance Total	860,169	552,217	711,125	828,148	117,023
104172 Elections					
Operations					
621301 Training & Registration	-	-	200	200	-
622101 Public Outreach & Notices	595	410	1,000	1,000	-
624001 Office Supplies	-	-	200	-	(200)
624004 Materials & Supplies	3,318	-	3,600	200	(3,400)
624006 Postage / Mailing	84	-	100	-	(100)
631006 Contracted Services	28,890	-	42,000	-	(42,000)
Operations Total	32,887	410	47,100	1,400	(45,700)
104172 Elections Total	32,887	410	47,100	1,400	(45,700)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104211 Police Admin					
Personnel	546,787	605,385	772,047	846,303	74,256
Operations					
621101 Publications & Subscriptions	81	176	350	900	550
621201 Membership Dues	1,252	1,062	1,470	1,470	-
621301 Training & Registration	2,680	4,148	3,490	3,490	-
623101 In-State Travel	800	1,691	3,095	3,151	56
623501 Out-of-State Travel	3,041	589	5,769	5,321	(448)
624001 Office Supplies	409	827	2,500	2,950	450
624107 Uniforms & PPE	1,887	1,844	1,800	1,800	-
625001 Equip. Maint. & Supplies	351	398	1,500	1,500	-
625002 Equipment Purchases	-	3,715	-	-	-
631003 Insurance Fees	2,891	3,077	4,983	5,387	404
631006 Contracted Services	144,704	160,918	206,400	208,600	2,200
645001 Special Department Allow	1,499	4,437	5,150	6,100	950
661001 Miscellaneous Supplies	1,897	5,166	2,785	3,860	1,075
663001 Contingency	5,468	6,911	11,500	2,500	(9,000)
Operations Total	166,959	194,958	250,792	247,029	(3,763)
104211 Police Admin Total	713,746	800,344	1,022,839	1,093,332	70,493
104212 Patrol & Investigations					
Personnel	2,770,472	2,959,413	3,390,604	3,860,584	469,980
Operations					
621101 Publications & Subscriptions	6,892	9,158	9,600	11,000	1,400
621201 Membership Dues	326	143	343	343	-
621301 Training & Registration	9,606	13,167	24,950	28,100	3,150
623101 In-State Travel	618	2,399	9,665	11,302	1,637
623501 Out-of-State Travel	(1,122)	(1,145)	14,518	16,565	2,047
624001 Office Supplies	1,599	2,278	4,600	4,600	-
624107 Uniforms & PPE	19,953	17,445	22,700	23,500	800
624204 Annual Maint. & Support	4,320	4,450	4,700	14,115	9,415
625001 Equip. Maint. & Supplies	1,429	2,995	6,100	6,600	500
625002 Equipment Purchases	120,087	84,049	95,885	82,198	(13,687)
625201 Tires/Brakes	8,142	11,487	12,000	12,000	-
625202 Fuel/Oil	60,484	58,650	80,000	94,500	14,500
625203 Fleet Repair	25,140	22,971	27,500	27,500	-
625204 Fleet Lease	57,895	57,895	62,824	57,895	(4,929)
631003 Insurance Fees	66,107	70,382	98,964	107,768	8,804
645001 Special Department Allow	3,302	2,153	10,750	10,750	-
661001 Miscellaneous Supplies	32,421	36,341	34,425	41,625	7,200
662001 Miscellaneous Services	1,478	615	3,100	5,500	2,400
663001 Contingency	7,755	457	7,000	26,000	19,000
Operations Total	426,430	395,890	529,624	581,861	52,237
Capital					
674001 Machinery & Equipment	8,656	34,066	-	-	-
674003 Vehicle Replacement	179,688	428,983	286,992	340,457	53,465
Capital Total	188,344	463,049	286,992	340,457	53,465
Transfers					
691004 Trnf GF	20,000	-	-	-	-
Transfers Total	20,000	-	-	-	-
104212 Patrol & Investigations Total	3,405,246	3,818,353	4,207,220	4,782,902	575,682

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104213 Emergency Services					
Personnel	16,728	15,553	30,957	32,504	1,547
Operations					
621101 Publications & Subscriptions	-	-	150	150	-
621201 Membership Dues	-	-	175	175	-
621301 Training & Registration	225	770	1,300	1,100	(200)
623101 In-State Travel	-	-	3,010	2,635	(375)
623501 Out-of-State Travel	-	-	10,330	-	(10,330)
624001 Office Supplies	123	-	400	400	-
624004 Materials & Supplies	740	1,101	1,550	1,550	-
624005 Printing	301	-	500	500	-
625001 Equip. Maint. & Supplies	-	-	500	500	-
625002 Equipment Purchases	8,240	-	600	2,300	1,700
625203 Fleet Repair	675	-	-	-	-
625204 Fleet Lease	1,395	1,395	-	-	-
631003 Insurance Fees	595	634	290	311	21
645001 Special Department Allow	140	774	1,800	1,300	(500)
661001 Miscellaneous Supplies	259	-	2,800	2,800	-
Operations Total	12,693	4,673	23,405	13,721	(9,684)
104213 Emergency Services Total	29,421	20,226	54,362	46,225	(8,137)
104215 Dispatch					
Personnel	615,407	690,338	799,240	944,511	145,271
Operations					
621201 Membership Dues	1,195	1,464	1,684	2,006	322
621301 Training & Registration	905	2,525	10,020	9,220	(800)
623101 In-State Travel	693	-	6,979	6,979	-
623501 Out-of-State Travel	-	-	2,520	2,520	-
624001 Office Supplies	828	1,352	1,400	1,400	-
624107 Uniforms & PPE	-	-	1,680	1,800	120
625001 Equip. Maint. & Supplies	213	196	2,000	2,000	-
625002 Equipment Purchases	15,085	3,245	1,900	2,900	1,000
625501 Equipment Repairs	-	136	3,000	3,000	-
628002 Landlines	34,343	39,615	49,882	19,000	(30,882)
631003 Insurance Fees	3,204	3,411	4,911	5,264	353
631006 Contracted Services	3,570	3,647	4,150	49,700	45,550
661001 Miscellaneous Supplies	1,010	1,099	3,000	2,600	(400)
662001 Miscellaneous Services	-	579	600	600	-
Operations Total	61,047	57,268	93,726	108,989	15,263
104215 Dispatch Total	676,454	747,606	892,966	1,053,500	160,534

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104411 Public Works Admin					
Personnel	85,379	84,519	118,507	114,325	(4,182)
Operations					
621101 Publications & Subscriptions	-	26	100	800	700
621201 Membership Dues	-	740	800	820	20
621301 Training & Registration	-	863	1,505	1,165	(340)
623101 In-State Travel	-	408	955	745	(210)
624001 Office Supplies	612	876	1,500	1,500	-
624004 Materials & Supplies	141	65	-	-	-
624107 Uniforms & PPE	-	430	950	950	-
625201 Tires/Brakes	-	-	500	-	(500)
625202 Fuel/Oil	811	368	1,500	2,025	525
625203 Fleet Repair	-	-	500	500	-
625204 Fleet Lease	1,395	1,395	1,514	1,395	(119)
631003 Insurance Fees	936	996	1,628	1,729	101
631006 Contracted Services	12,215	60	2,500	2,500	-
645001 Special Department Allow	576	517	1,000	1,200	200
Operations Total	16,686	6,743	14,952	15,329	377
104411 Public Works Admin Total	102,065	91,262	133,459	129,654	(3,805)
104413 Streets					
Personnel	145,580	135,926	155,580	203,600	48,021
Operations					
621301 Training & Registration	525	383	2,210	4,010	1,800
623101 In-State Travel	-	-	695	-	(695)
624001 Office Supplies	996	1,281	450	450	-
624004 Materials & Supplies	75,819	81,972	128,450	128,450	-
624107 Uniforms & PPE	782	519	950	950	-
625201 Tires/Brakes	2,759	1,087	3,000	3,000	-
625202 Fuel/Oil	3,832	2,814	8,000	10,800	2,800
625203 Fleet Repair	5,797	3,376	7,500	7,500	-
625204 Fleet Lease	11,684	11,684	12,679	11,684	(995)
626001 Building Maintenance	3,536	339	450	450	-
626002 Grounds Maintenance	-	-	500	500	-
631003 Insurance Fees	15,668	16,682	23,835	29,145	5,310
631006 Contracted Services	40,289	59,855	98,500	109,500	11,000
645001 Special Department Allow	17	-	-	-	-
661001 Miscellaneous Supplies	4,172	1,213	2,500	2,500	-
662001 Miscellaneous Services	630	1,823	2,000	2,000	-
663001 Contingency	462	135	3,500	3,500	-
Operations Total	166,968	183,163	295,219	314,439	19,220
Capital					
674001 Machinery & Equipment	-	144,533	97,520	12,500	(85,020)
674003 Vehicle Replacement	-	-	92,498	16,000	(76,498)
Capital Total	-	144,533	190,018	28,500	(161,518)
104413 Streets Total	312,548	463,622	640,816	546,539	(94,277)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104511 Community Services Admin					
Personnel	289,564	301,256	367,107	444,236	77,130
Operations					
621101 Publications & Subscriptions	-	10	100	750	650
621201 Membership Dues	1,315	1,315	1,350	1,350	-
621301 Training & Registration	2,594	705	3,000	3,150	150
623101 In-State Travel	382	-	1,469	1,794	325
623501 Out-of-State Travel	1,568	-	4,110	3,490	(620)
624001 Office Supplies	1,369	1,673	2,700	4,800	2,100
624005 Printing	133	126	500	500	-
631003 Insurance Fees	1,066	1,135	2,135	2,310	175
631006 Contracted Services	21,000	-	25,000	25,500	500
645001 Special Department Allow	7,596	5,530	82,150	32,400	(49,750)
661001 Miscellaneous Supplies	159	713	2,900	2,900	-
Operations Total	37,183	11,207	125,414	78,944	(46,470)
Capital					
674003 Vehicle Replacement	-	-	-	77,054	77,054
Capital Total	-	-	-	77,054	77,054
104511 Community Services Admin Total	326,747	312,463	492,521	600,234	107,714
104514 4th of July					
Operations					
622101 Public Outreach & Notices	89	8,513	8,000	8,000	-
625003 Equipment Rental	9,065	-	19,000	27,500	8,500
631003 Insurance Fees	2,887	-	2,754	2,744	(10)
631006 Contracted Services	69,813	3,500	66,850	55,250	(11,600)
645001 Special Department Allow	28,572	14,411	17,900	17,600	(300)
645002 Donation Expenditures	-	-	4,500	4,500	-
662001 Miscellaneous Services	-	-	1,000	1,000	-
Operations Total	110,426	26,423	120,004	116,594	(3,410)
104514 4th of July Total	110,426	26,423	120,004	116,594	(3,410)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104521 Parks					
Personnel	418,423	385,470	533,647	569,891	36,245
Operations					
621201 Membership Dues	680	581	1,210	1,210	-
621301 Training & Registration	3,784	4,791	7,225	6,680	(545)
623101 In-State Travel	764	-	1,024	1,975	951
623501 Out-of-State Travel	827	-	2,430	1,995	(435)
624001 Office Supplies	782	686	850	850	-
624004 Materials & Supplies	-	-	1,500	1,500	-
624107 Uniforms & PPE	917	2,135	2,530	2,580	50
625001 Equip. Maint. & Supplies	1,849	3,574	7,000	7,000	-
625002 Equipment Purchases	5,931	7,549	7,950	7,950	-
625003 Equipment Rental	3,368	5,420	5,000	5,000	-
625201 Tires/Brakes	4,314	4,259	5,500	5,500	-
625202 Fuel/Oil	18,100	15,676	22,000	28,350	6,350
625203 Fleet Repair	28,201	19,981	25,000	25,000	-
625204 Fleet Lease	30,745	40,245	33,363	30,745	(2,618)
625501 Equipment Repairs	-	144	500	500	-
626001 Building Maintenance	641	3,914	3,950	3,950	-
626002 Grounds Maintenance	123,838	141,278	150,200	176,200	26,000
631003 Insurance Fees	7,812	8,317	9,650	10,588	938
631006 Contracted Services	5,330	20,177	14,900	12,150	(2,750)
645001 Special Department Allow	749	729	750	750	-
661001 Miscellaneous Supplies	2,997	5,483	10,075	8,475	(1,600)
662001 Miscellaneous Services	16,651	14,631	13,600	12,980	(620)
663001 Contingency	4,267	1,500	5,000	5,000	-
Operations Total	262,547	301,070	331,207	356,928	25,721
Capital					
673001 Capital Project	83,306	288,560	-	-	-
674001 Machinery & Equipment	75,692	60,446	228,900	155,288	(73,612)
674003 Vehicle Replacement	37,773	36,295	42,180	-	(42,180)
Capital Total	196,771	385,300	271,080	155,288	(115,792)
104521 Parks Total	877,742	1,071,839	1,135,933	1,082,107	(53,826)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104522 Open Space					
Personnel	125,981	88,597	145,260	171,082	25,822
Operations					
621301 Training & Registration	885	892	1,645	1,645	-
623101 In-State Travel	-	-	45	90	45
624107 Uniforms & PPE	450	151	1,030	1,610	580
625001 Equip. Maint. & Supplies	457	-	-	-	-
625002 Equipment Purchases	1,531	2,354	6,000	6,000	-
625003 Equipment Rental	2,294	771	2,500	2,500	-
625201 Tires/Brakes	-	867	1,000	1,000	-
625202 Fuel/Oil	6,656	4,354	10,000	12,150	2,150
625203 Fleet Repair	6,068	5,534	6,000	6,000	-
625204 Fleet Lease	12,110	12,110	13,141	12,110	(1,031)
625501 Equipment Repairs	172	-	300	300	-
626001 Building Maintenance	-	234	500	500	-
626002 Grounds Maintenance	12,070	10,433	17,500	17,500	-
631003 Insurance Fees	2,204	2,348	2,823	2,977	154
645001 Special Department Allow	277	283	300	300	-
663001 Contingency	781	-	1,000	1,000	-
Operations Total	45,956	40,331	63,784	65,682	1,898
104522 Open Space Total	171,937	128,928	209,044	236,764	27,720
104561 Recreation					
Personnel	346,687	358,837	446,167	472,712	26,545
Operations					
621201 Membership Dues	-	-	90	90	-
621301 Training & Registration	2,605	3,236	3,225	3,600	375
623101 In-State Travel	1,020	-	1,489	2,630	1,141
623501 Out-of-State Travel	827	-	2,055	1,845	(210)
624002 Concession Stand	5,996	5,684	10,500	10,000	(500)
624004 Materials & Supplies	58,010	54,268	118,449	55,684	(62,765)
624005 Printing	1,164	877	2,678	3,954	1,276
624006 Postage / Mailing	46	-	-	-	-
625002 Equipment Purchases	-	2,967	560	560	-
625201 Tires/Brakes	-	-	1,200	600	(600)
625202 Fuel/Oil	2,241	1,976	2,000	3,375	1,375
625203 Fleet Repair	1,002	4,187	2,500	2,500	-
625204 Fleet Lease	5,710	5,710	6,196	5,710	(486)
631003 Insurance Fees	7,371	6,252	7,747	4,070	(3,677)
631004 Bank Fees	8,833	7,923	8,200	7,300	(900)
631006 Contracted Services	30,395	23,073	50,025	9,800	(40,225)
631007 Agency Permits	-	-	772	572	(200)
645001 Special Department Allow	(64)	(405)	-	-	-
645002 Donation Expenditures	4,302	(1,170)	1,500	-	(1,500)
661001 Miscellaneous Supplies	1,397	(1,235)	2,070	-	(2,070)
662001 Miscellaneous Services	40,598	9,218	90,340	12,355	(77,985)
662002 Uniform Services	-	-	1,940	1,940	-
662004 Program Officials	54,804	58,366	70,000	71,631	1,631
Operations Total	226,258	180,925	383,536	198,216	(185,320)
104561 Recreation Total	572,945	539,763	829,703	670,928	(158,775)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104562 Arts					
Personnel	-	-	-	110,515	110,515
Operations					
624002 Concession Stand	-	-	-	2,300	2,300
624004 Materials & Supplies	-	-	-	45,160	45,160
624005 Printing	-	-	-	1,088	1,088
631003 Insurance Fees	-	-	-	4,928	4,928
631004 Bank Fees	-	-	-	1,000	1,000
631006 Contracted Services	-	-	-	31,100	31,100
645002 Donation Expenditures	-	-	-	1,500	1,500
661001 Miscellaneous Supplies	-	-	-	1,650	1,650
662001 Miscellaneous Services	-	-	-	69,095	69,095
Operations Total	-	-	-	157,821	157,821
104562 Arts Total	-	-	-	268,336	268,336

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104565 Aquatics Center					
Personnel	1,088,352	1,251,978	1,413,877	1,742,504	328,627
Operations					
621101 Publications & Subscriptions	-	24	150	150	-
621201 Membership Dues	-	-	3,438	21,100	17,662
621301 Training & Registration	11,894	14,051	20,000	21,085	1,085
623101 In-State Travel	1,060	16	2,681	3,678	997
623501 Out-of-State Travel	2,059	-	4,495	4,866	371
624001 Office Supplies	10,891	2,946	11,000	11,000	-
624002 Concession Stand	18,245	33,658	36,355	32,360	(3,995)
624004 Materials & Supplies	27,752	41,846	40,098	44,143	4,045
624005 Printing	147	-	1,577	1,615	38
624006 Postage / Mailing	8	-	265	315	50
625001 Equip. Maint. & Supplies	4,333	19,117	41,060	43,395	2,335
625002 Equipment Purchases	39,715	30,155	12,210	9,360	(2,850)
625003 Equipment Rental	6,785	2,798	1,200	1,200	-
625501 Equipment Repairs	9,261	5,683	-	-	-
626001 Building Maintenance	50,075	42,718	67,600	69,940	2,340
631003 Insurance Fees	14,821	15,780	18,958	21,206	2,248
631004 Bank Fees	28,197	28,761	28,250	28,250	-
631006 Contracted Services	15,586	23,742	29,050	25,800	(3,250)
631007 Agency Permits	2,110	2,350	2,180	2,180	-
645001 Special Department Allow	959	157	-	-	-
645002 Donation Expenditures	24,975	37,134	18,000	3,000	(15,000)
661001 Miscellaneous Supplies	36,479	39,308	43,200	47,587	4,387
662001 Miscellaneous Services	531	1,516	5,300	5,660	360
663001 Contingency	7,260	-	20,000	20,000	-
Operations Total	313,142	341,758	407,067	417,890	10,823
Capital					
673001 Capital Project	113,072	18,012	1	1	-
674001 Machinery & Equipment	-	5,120	95,000	63,000	(32,000)
Capital Total	113,072	23,132	95,001	63,001	(32,000)
104565 Aquatics Center Total	1,514,566	1,616,868	1,915,945	2,223,395	307,450

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104570 PARAT					
Personnel	-	30,584	26,000	-	(26,000)
Capital					
673001 Capital Project	571,863	262,954	350,000	361,001	11,001
Capital Total	571,863	262,954	350,000	361,001	11,001
104570 PARAT Total	571,863	293,538	376,000	361,001	(14,999)
104591 Cemetery					
Personnel	57,625	53,158	107,142	127,510	20,369
Operations					
623101 In-State Travel	-	-	45	45	-
624107 Uniforms & PPE	115	100	805	805	-
625002 Equipment Purchases	2,975	-	3,050	3,050	-
625201 Tires/Brakes	-	-	225	225	-
625202 Fuel/Oil	-	-	4,000	2,700	(1,300)
625203 Fleet Repair	2,500	-	2,500	2,500	-
625204 Fleet Lease	12,110	12,110	13,141	12,110	(1,031)
625501 Equipment Repairs	-	-	200	200	-
626002 Grounds Maintenance	6,078	4,542	13,375	13,975	600
631003 Insurance Fees	1,941	2,066	2,388	2,505	117
661001 Miscellaneous Supplies	-	-	250	250	-
663001 Contingency	-	-	2,500	2,500	-
Operations Total	25,718	18,818	42,479	40,865	(1,614)
Capital					
673001 Capital Project	3,250	-	-	-	-
Capital Total	3,250	-	-	-	-
104591 Cemetery Total	86,593	71,976	149,621	168,375	18,754
104611 CED Administration					
Operations					
621201 Membership Dues	2,500	2,800	14,100	11,600	(2,500)
621301 Training & Registration	-	-	2,340	1,920	(420)
623501 Out-of-State Travel	-	-	4,324	2,982	(1,342)
624004 Materials & Supplies	-	-	501	501	-
624005 Printing	-	-	3,000	3,000	-
631003 Insurance Fees	877	934	269	294	25
631004 Bank Fees	1,650	1,650	-	1,650	1,650
631006 Contracted Services	48,911	29,889	139,201	41,501	(97,700)
645001 Special Department Allow	(11,452)	112	6,001	6,001	-
Operations Total	42,486	35,385	169,736	69,449	(100,287)
Debt					
681001 Debt Service-Principal	-	428,000	6,849,000	79,000	(6,770,000)
681002 Debt Service-Interest	315,822	315,822	311,085	447,483	136,398
Debt Total	315,822	743,822	7,160,085	526,483	(6,633,602)
104611 CED Administration Total	358,308	779,206	7,329,821	595,932	(6,733,889)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104612 Communications					
Personnel	137,907	142,302	202,272	226,141	23,870
Operations					
621101 Publications & Subscriptions	2,019	14,902	5,260	5,490	230
621201 Membership Dues	995	175	625	450	(175)
621301 Training & Registration	917	38	705	955	250
622101 Public Outreach & Notices	-	-	-	18,000	18,000
622201 Newsletters	1,803	1,853	3,300	-	(3,300)
623101 In-State Travel	607	-	120	120	-
623501 Out-of-State Travel	2,734	-	938	1,424	486
624001 Office Supplies	492	121	150	1,150	1,000
624004 Materials & Supplies	-	414	2,500	5,500	3,000
624005 Printing	18,900	28,189	19,900	7,000	(12,900)
624006 Postage / Mailing	3,208	8,159	11,120	7,300	(3,820)
625002 Equipment Purchases	2,954	1,118	5,500	1,500	(4,000)
631003 Insurance Fees	722	770	1,235	1,326	91
631006 Contracted Services	3,827	2,981	6,600	19,403	12,803
645001 Special Department Allow	25,259	19,707	27,000	19,697	(7,303)
662001 Miscellaneous Services	4,944	-	1,000	-	(1,000)
Operations Total	69,380	78,426	85,953	89,315	3,362
104612 Communications Total	207,287	220,728	288,225	315,456	27,232
104614 Code Enforcement					
Personnel	122,149	136,016	140,139	163,095	22,957
Operations					
621101 Publications & Subscriptions	153	-	50	50	-
621201 Membership Dues	-	45	75	75	-
621301 Training & Registration	-	-	500	500	-
623101 In-State Travel	-	-	780	910	130
625201 Tires/Brakes	-	-	1,000	1,600	600
625202 Fuel/Oil	-	18	3,000	4,050	1,050
625203 Fleet Repair	24	36	1,000	500	(500)
625204 Fleet Lease	2,618	2,618	2,841	2,618	(223)
631003 Insurance Fees	1,119	1,191	1,621	1,733	112
631006 Contracted Services	1,525	-	11,000	11,500	500
Operations Total	5,439	3,909	21,867	23,536	1,669
104614 Code Enforcement Total	127,588	139,924	162,005	186,631	24,626
104632 CDBG					
Personnel	15,666	13,557	40,867	43,380	2,513
Operations					
622101 Public Outreach & Notices	1,524	1,480	1,000	1,000	-
624001 Office Supplies	-	-	100	100	-
631003 Insurance Fees	165	176	788	858	70
Operations Total	1,688	1,655	1,888	1,958	70
Transfers					
693001 Pass Through	119,175	139,941	287,128	159,598	(127,530)
Transfers Total	119,175	139,941	287,128	159,598	(127,530)
104632 CDBG Total	136,530	155,153	329,883	204,936	(124,947)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104641 Planning					
Personnel	283,134	304,857	389,762	417,949	28,187
Operations					
621101 Publications & Subscriptions	-	600	500	500	-
621201 Membership Dues	1,135	981	1,850	2,560	710
621301 Training & Registration	2,313	875	6,600	6,750	150
623101 In-State Travel	784	-	1,055	1,520	465
623501 Out-of-State Travel	-	325	4,562	5,190	628
624001 Office Supplies	961	-	-	-	-
625201 Tires/Brakes	-	-	500	-	(500)
625202 Fuel/Oil	21	525	1,000	1,350	350
625203 Fleet Repair	-	-	500	500	-
625204 Fleet Lease	1,395	1,395	1,514	1,395	(119)
631003 Insurance Fees	2,347	3,962	2,304	2,483	179
631006 Contracted Services	81,652	123,795	59,450	66,700	7,250
645001 Special Department Allow	1,901	1,554	2,250	1,750	(500)
Operations Total	92,509	134,011	82,085	90,698	8,613
Capital					
674003 Vehicle Replacement	-	33,692	37,592	-	(37,592)
Capital Total	-	33,692	37,592	-	(37,592)
104641 Planning Total	375,643	472,561	509,439	508,647	(792)
104642 Inspections					
Personnel	97,420	75,327	120,873	191,960	71,088
Operations					
621101 Publications & Subscriptions	228	1,281	450	450	-
621201 Membership Dues	339	220	383	446	63
621301 Training & Registration	722	7,561	4,900	4,500	(400)
623101 In-State Travel	487	-	1,080	2,400	1,320
623501 Out-of-State Travel	-	3,537	3,460	1,530	(1,930)
625002 Equipment Purchases	56	-	200	400	200
625201 Tires/Brakes	-	-	500	-	(500)
625202 Fuel/Oil	847	816	1,000	3,375	2,375
625203 Fleet Repair	-	-	500	500	-
625204 Fleet Lease	1,395	1,395	1,514	1,395	(119)
631003 Insurance Fees	830	26,955	1,452	1,557	105
631006 Contracted Services	99,626	93,461	105,000	30,000	(75,000)
Operations Total	104,529	135,226	120,439	46,553	(73,886)
Capital					
674003 Vehicle Replacement	-	-	-	40,502	40,502
Capital Total	-	-	-	40,502	40,502
104642 Inspections Total	201,950	210,553	241,311	279,015	37,704
104711 Bonds					
Operations					
631004 Bank Fees	2,297	1,650	4,575	4,575	-
Operations Total	2,297	1,650	4,575	4,575	-
Debt					
681001 Debt Service-Principal	738,000	758,000	777,000	797,000	20,000
681002 Debt Service-Interest	189,085	171,171	152,789	133,940	(18,849)
Debt Total	927,085	929,171	929,789	930,940	1,151
104711 Bonds Total	929,382	930,821	934,364	935,515	1,151

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
104810 Transfers to Other Funds					
Transfers					
691004 Trnf GF	2,250,715	2,045,649	23,215,785	6,385,503	(16,830,282)
Transfers Total	2,250,715	2,045,649	23,215,785	6,385,503	(16,830,282)
104810 Transfers to Other Funds Total	2,250,715	2,045,649	23,215,785	6,385,503	(16,830,282)
General Fund Total	19,402,954	21,454,306	50,999,228	29,284,749	#####

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
200000 CDRA					
Taxes					
311103 ATK EDA	1,169,758	958,364	909,791	780,663	(129,128)
311106 RDA #6	232,970	225,084	229,291	224,391	(4,900)
311107 RDA #7	258,755	267,783	267,783	276,716	8,933
311108 RDA #8	311,024	169,994	175,346	252,817	77,471
311109 RDA #9	442,415	535,458	504,679	534,668	29,989
311110 RDA #10	401,550	212,319	219,026	216,707	(2,319)
311111 Clfd Station CDA	154,859	163,273	166,896	170,163	3,267
311112 Lifetime CRA	-	-	-	125,140	125,140
Taxes Total	2,971,331	2,532,275	2,472,812	2,581,265	108,453
Miscellaneous					
361001 Interest Earnings	185,818	52,831	30,000	30,000	-
Miscellaneous Total	185,818	52,831	30,000	30,000	-
Other Sources					
381005 Trnf from EF	-	-	1,134,177	-	(1,134,177)
Other Sources Total	-	-	1,134,177	-	(1,134,177)
200000 CDRA Total	3,157,149	2,585,106	3,636,989	2,611,265	(1,025,724)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
CDRA					
204611 CED Administration					
Operations					
645004 Developer Increments	50,000	-	-	-	-
Operations Total	50,000	-	-	-	-
Debt					
681002 Debt Service-Interest	27,375	2,432	20,000	-	(20,000)
Debt Total	27,375	2,432	20,000	-	(20,000)
Transfers					
691004 Trnf GF	-	-	500,000		(500,000)
Transfers Total	-	-	500,000	-	(500,000)
204611 CED Administration Total	77,375	2,432	520,000	-	(520,000)
204615 RDA #9					
Operations					
645004 Developer Increments	-	260,713	-	-	-
Operations Total	-	260,713	-	-	-
Transfers					
691004 Trnf GF	263,800	265,133	263,800	263,800	-
Transfers Total	263,800	265,133	263,800	263,800	-
204615 RDA #9 Total	263,800	525,846	263,800	263,800	-
204616 RDA #6					
Transfers					
691004 Trnf GF	25,000	125,667	127,000	132,000	5,000
Transfers Total	25,000	125,667	127,000	132,000	5,000
204616 RDA #6 Total	25,000	125,667	127,000	132,000	5,000
204617 RDA #7					
Operations					
645004 Developer Increments	62,483	55,688	55,688	55,688	-
Operations Total	62,483	55,688	55,688	55,688	-
Capital					
673001 Capital Project	-	-	250,000	-	(250,000)
Capital Total	-	-	250,000	-	(250,000)
Transfers					
691004 Trnf GF	160,408	157,144	657,655	658,611	956
Transfers Total	160,408	157,144	657,655	658,611	956
204617 RDA #7 Total	222,891	212,832	963,343	714,299	(249,044)
204618 RDA #8					
Operations					
645004 Developer Increments	-	-	50,000	-	(50,000)
Operations Total	-	-	50,000	-	(50,000)
Transfers					
691004 Trnf GF	150,000	145,000	140,000	135,000	(5,000)
Transfers Total	150,000	145,000	140,000	135,000	(5,000)
204618 RDA #8 Total	150,000	145,000	190,000	135,000	(55,000)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
204619 RDA #10					
Transfers					
691004 Trnf GF	330,000	230,000	225,000	215,000	(10,000)
Transfers Total	330,000	230,000	225,000	215,000	(10,000)
204619 RDA #10 Total	330,000	230,000	225,000	215,000	(10,000)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
204623 EDA #3					
Operations					
645004 Developer Increments	959,202	785,858	746,029	640,144	(105,885)
Operations Total	959,202	785,858	746,029	640,144	(105,885)
Capital					
673001 Capital Project	-	120,000	-	-	-
Capital Total	-	120,000	-	-	-
Transfers					
691004 Trnf GF	67,304	51,753	45,490	39,033	(6,457)
Transfers Total	67,304	51,753	45,490	39,033	(6,457)
204623 EDA #3 Total	1,026,506	957,611	791,519	679,177	(112,342)
204624 CDA #1					
Operations					
645004 Developer Increments	210,043	155,109	110,324	-	(110,324)
Operations Total	210,043	155,109	110,324	-	(110,324)
Transfers					
691004 Trnf GF	11,055	7,743	8,345	8,508	163
Transfers Total	11,055	7,743	8,345	8,508	163
204624 CDA #1 Total	221,098	162,852	118,669	8,508	(110,161)
204625 Lifetime CRA					
Operations					
645004 Developer Increments	-	-	-	106,369	106,369
Operations Total	-	-	-	106,369	106,369
Transfers					
691004 Trnf GF	-	-	-	6,257	6,257
Transfers Total	-	-	-	6,257	6,257
204625 CDA #1 Total	-	-	-	112,626	112,626
CDRA Total	2,316,670	2,362,239	3,199,331	2,760,410	(438,921)

FY2023 Revenue Budget

FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
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400000 Park Capital Improvements

Licenses & Permits

323004 Park Impact Fees	216,880	1,466,331	60,000	120,000	60,000
Licenses & Permits Total	216,880	1,466,331	60,000	120,000	60,000

Miscellaneous

361001 Interest Earnings	20,441	5,117	3,000	3,000	-
Miscellaneous Total	20,441	5,117	3,000	3,000	-

400000 Park Capital Improvements Total	237,321	1,471,448	63,000	123,000	60,000
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FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
450000 Capital Projects					
Miscellaneous					
361001 Interest Earnings	44,068	16,956	15,000	15,000	-
Miscellaneous Total	44,068	16,956	15,000	15,000	-
Other Sources					
381004 Trnf from GF	2,270,715	2,045,649	2,170,301	2,170,301	-
Other Sources Total	2,270,715	2,045,649	2,170,301	2,170,301	-
450000 Capital Projects Total	2,314,783	2,062,605	2,185,301	2,185,301	-

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
Capital Projects					
404521 Capital Projects-Parks					
Capital					
673001 Capital Project	81,016	46,757	900,000	1,462,500	562,500
Capital Total	81,016	46,757	900,000	1,462,500	562,500
Transfers					
691004 Trnf GF	-	-	207,121		(207,121)
Transfers Total	-	-	207,121		(207,121)
404521 Capital Projects-Parks Total	81,016	46,757	1,107,121	1,462,500	355,379
454161 Capital Projects-Buildings					
Capital					
673001 Capital Project	292	203,900	2,197,000	2,253,954	56,954
Capital Total	292	203,900	2,197,000	2,253,954	56,954
454161 Capital Projects-Buildings Total	292	203,900	2,197,000	2,253,954	56,954
454410 Capital Projects-Streets					
Capital					
673001 Capital Project	1,207,728	1,213,129	23,394,401	26,756,400	3,361,999
Capital Total	1,207,728	1,213,129	23,394,401	26,756,400	3,361,999
454410 Capital Projects-Streets Total	1,207,728	1,213,129	23,394,401	26,756,400	3,361,999
454521 Capital Projects-Parks					
Capital					
673001 Capital Project	174,171	44,932	3,400,000	2,313,006	(1,086,994)
Capital Total	174,171	44,932	3,400,000	2,313,006	(1,086,994)
454521 Capital Projects-Parks Total	174,171	44,932	3,400,000	2,313,006	(1,086,994)
Capital Projects Total	1,463,208	1,508,719	30,098,522	32,785,860	2,687,338

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
500000 Utility Administration					
Miscellaneous					
361001 Interest Earnings	27,375	2,432	9,000	9,000	-
369006 Late Fees/Penalty	127,631	135,993	135,000	135,000	-
Miscellaneous Total	155,005	138,424	144,000	144,000	-
Utility Charges					
371005 Water Service Fees	11,573	16,629	19,000	19,000	-
Utility Charges Total	11,573	16,629	19,000	19,000	-
Other Sources					
381005 Trnf from EF	236,668	359,806	323,814	293,206	(30,608)
Other Sources Total	236,668	359,806	323,814	293,206	(30,608)
500000 Utility Administration Total	403,246	514,859	486,814	456,206	(30,608)

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
505011 Utility Administration					
Personnel	186,620	215,480	214,231	223,458	9,228
Operations					
621301 Training & Registration	-	-	2,350	2,350	-
623101 In-State Travel	-	-	50	50	-
624004 Materials & Supplies	-	846	1,000	900	(100)
624005 Printing	19,445	17,760	27,850	27,500	(350)
624006 Postage / Mailing	39,796	34,108	40,850	41,850	1,000
624204 Annual Maint. & Support	7,396	2,735	13,413	17,263	3,850
631004 Bank Fees	886	921	1,050	1,050	-
645001 Special Department Allow	837	217	1,500	1,750	250
Operations Total	68,360	56,586	88,063	92,713	4,650
Transfers					
691001 Trnf Other Funds	-	-	1,134,178	-	(1,134,178)
691009 Trnf Indirect Cost Alloca	155,197	202,268	174,683	140,035	(34,648)
Transfers Total	155,197	202,268	1,308,861	140,035	(1,168,826)
505011 Utility Administration Total	410,177	474,335	1,611,155	456,206	(1,154,949)
505011 Utility Administration Total	410,177	474,335	1,611,155	456,206	(1,154,949)

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
510000 Water					
Licenses & Permits					
323001 Water Impact Fees	27,448	89,778	25,000	35,000	10,000
Licenses & Permits Total	27,448	89,778	25,000	35,000	10,000
Miscellaneous					
361001 Interest Earnings	86,195	14,894	30,000	30,000	-
364001 Sale Of Fixed Assets G/L	(539,173)	-	-	-	-
369001 Misc Revenues	2,042	27,244	-	-	-
Miscellaneous Total	(450,936)	42,137	30,000	30,000	-
Utility Charges					
371001 Water Charges	3,630,343	3,768,876	3,855,000	4,200,000	345,000
371003 Water Meter Connection	22,706	53,061	13,000	20,000	7,000
371006 Fire Hydrant Meter Rental	-	-	500	-	(500)
371008 Water Charges-City	99,104	89,467	100,000	100,000	-
Utility Charges Total	3,752,153	3,911,404	3,968,500	4,320,000	351,500
510000 Water Total	3,328,666	4,043,319	4,023,500	4,385,000	361,500

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
Water					
515101 Water Department					
Personnel	378,501	435,362	494,502	573,166	78,665
Operations					
621201 Membership Dues	2,353	3,835	4,085	4,265	180
621301 Training & Registration	2,904	5,590	5,960	8,675	2,715
623501 Out-of-State Travel	-	-	1,863	2,235	372
624001 Office Supplies	591	322	4,117	450	(3,667)
624004 Materials & Supplies	96,189	64,551	106,850	96,925	(9,925)
624006 Postage / Mailing	583	-	1,500	1,500	-
624107 Uniforms & PPE	857	1,549	2,850	2,850	-
624204 Annual Maint. & Support	84	13,675	26,751	24,217	(2,534)
625001 Equip. Maint. & Supplies	16,855	10,774	20,500	22,000	1,500
625002 Equipment Purchases	895	1,417	5,200	2,000	(3,200)
625201 Tires/Brakes	17,118	3,699	7,000	4,500	(2,500)
625202 Fuel/Oil	20,967	19,175	21,000	28,350	7,350
625203 Fleet Repair	19,721	28,670	20,000	20,000	-
625204 Fleet Lease	28,925	28,925	31,388	28,925	(2,463)
626001 Building Maintenance	531	1,430	3,725	2,450	(1,275)
627001 Electric	165,437	156,805	210,000	210,000	-
631003 Insurance Fees	27,239	30,005	36,672	39,654	2,982
631004 Bank Fees	21,390	20,314	21,675	21,675	-
631006 Contracted Services	37,134	38,113	71,383	86,883	15,500
645001 Special Department Allow	1,180	745	1,250	1,250	-
651501 Depreciation	889,607	875,076	905,000	905,000	-
661001 Miscellaneous Supplies	5,855	3,830	5,350	4,600	(750)
662001 Miscellaneous Services	1,346,676	1,477,344	1,635,500	1,686,950	51,450
663001 Contingency	48	1,763	-	7,500	7,500
Operations Total	2,703,139	2,787,606	3,149,619	3,212,854	63,235
Capital					
674001 Machinery & Equipment	68,488	111,162	114,595	-	(114,595)
674002 Equipment Replacements	48,367	62,745	134,549	395,795	261,246
674003 Vehicle Replacement	185,914	51,284	86,990	24,000	(62,990)
Capital Total	302,769	225,191	336,134	419,795	83,661
Debt					
681002 Debt Service-Interest	10,667	-	-	-	-
Debt Total	10,667	-	-	-	-
Transfers					
691001 Trnf Other Funds	139,300	-	67,980	67,980	-
691003 Trnf EF Sales Tax Bond	82,511	82,511	83,158	83,001	(157)
691005 Trnf EF	84,964	129,147	113,149	103,424	(9,725)
691008 Nonoperating Transfer	99,104	89,467	100,000	100,000	-
691009 Trnf Indirect Cost Alloca	362,415	341,468	342,025	359,186	17,161
Transfers Total	768,294	642,593	706,312	713,591	7,279
515101 Water Department Total	4,163,370	4,090,752	4,686,567	4,919,406	232,840
515110 Water Capital Projects					
Capital					
673001 Capital Project	1,050,391	1,582,064	5,775,906	3,875,002	(1,900,904)
Capital Total	1,050,391	1,582,064	5,775,906	3,875,002	(1,900,904)
515110 Water Capital Projects Total	1,050,391	1,582,064	5,775,906	3,875,002	(1,900,904)
Water Total	5,213,760	5,672,817	10,462,473	8,794,408	(1,668,064)

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
520000 Sewer					
Licenses & Permits					
323002 Sewer Impact Fees	59,430	213,250	40,000	100,000	60,000
Licenses & Permits Total	59,430	213,250	40,000	100,000	60,000
Miscellaneous					
361001 Interest Earnings	43,338	18,130	7,000	7,000	-
364001 Sale Of Fixed Assets G/L	(178,928)	-	-	-	-
369001 Misc Revenues	29,133	10,774	-	-	-
Miscellaneous Total	(106,457)	28,904	7,000	7,000	-
Utility Charges					
372001 Sewer Charges	4,598,204	4,685,539	4,670,000	4,785,000	115,000
Utility Charges Total	4,598,204	4,685,539	4,670,000	4,785,000	115,000
520000 Sewer Total	4,551,177	4,927,693	4,717,000	4,892,000	175,000

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
Sewer					
525201 Sewer Department					
Personnel	329,653	382,434	435,408	609,691	174,284
Operations					
621301 Training & Registration	575	3,162	5,400	6,350	950
623101 In-State Travel	-	2,065	3,895	2,162	(1,733)
623501 Out-of-State Travel	-	-	1,863	2,235	372
624001 Office Supplies	238	95	4,017	350	(3,667)
624004 Materials & Supplies	2,006	1,984	5,433	5,433	-
624107 Uniforms & PPE	805	1,106	1,900	1,900	-
624204 Annual Maint. & Support	-	-	700	2,367	1,667
625002 Equipment Purchases	-	-	2,675	3,750	1,075
625201 Tires/Brakes	-	4,875	3,000	2,000	(1,000)
625202 Fuel/Oil	6,246	4,268	6,000	8,100	2,100
625203 Fleet Repair	17,069	10,975	15,000	15,000	-
625204 Fleet Lease	13,040	13,040	14,150	13,040	(1,110)
626001 Building Maintenance	462	388	1,950	1,950	-
631003 Insurance Fees	14,985	16,959	20,022	22,278	2,256
631004 Bank Fees	25,153	25,641	25,000	25,000	-
631006 Contracted Services	72,569	96,128	182,233	120,833	(61,400)
645001 Special Department Allow	237	162	1,250	1,250	-
651501 Depreciation	576,353	577,037	615,000	615,000	-
661001 Miscellaneous Supplies	629	2,503	1,750	1,000	(750)
662001 Miscellaneous Services	3,092,925	3,101,045	3,125,500	3,125,650	150
Operations Total	3,823,291	3,861,430	4,036,739	3,975,648	(61,090)
Capital					
674001 Machinery & Equipment	-	37,033	52,230	-	(52,230)
674003 Vehicle Replacement	-	-	25,548	24,000	(1,548)
Capital Total	-	37,033	77,778	24,000	(53,778)
Transfers					
691001 Trnf Other Funds	104,475	-	50,985	50,985	-
691003 Trnf EF Sales Tax Bond	74,167	74,167	74,749	74,607	(142)
691005 Trnf EF	84,649	128,642	109,877	110,015	138
691009 Trnf Indirect Cost Alloca	362,220	340,135	332,133	382,075	49,942
Transfers Total	625,511	542,944	567,744	617,682	49,938
525201 Sewer Department Total	4,778,456	4,823,841	5,117,668	5,227,021	109,353
525210 Sewer Capital Projects					
Capital					
673001 Capital Project	41,476	105,763	3,058,004	4,003,500	945,496
Capital Total	41,476	105,763	3,058,004	4,003,500	945,496
525210 Sewer Capital Projects Total	41,476	105,763	3,058,004	4,003,500	945,496
Sewer Total	4,819,932	4,929,604	8,175,672	9,230,521	1,054,849

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
530000 Storm Drain					
Licenses & Permits					
323003 Storm Water Impact Fees	11,731	14,666	3,500	5,500	2,000
Licenses & Permits Total	11,731	14,666	3,500	5,500	2,000
Charges for Services					
343002 MIDA	2,319	-	2,320	2,320	-
Charges for Services Total	2,319	-	2,320	2,320	-
Miscellaneous					
361001 Interest Earnings	69,894	21,642	10,000	10,000	-
364001 Sale Of Fixed Assets G/L	(204,610)	(113,836)	-	-	-
Miscellaneous Total	(134,716)	(92,194)	10,000	10,000	-
Utility Charges					
373001 Storm Water Charges	1,120,311	1,184,357	1,200,000	1,490,004	290,004
Utility Charges Total	1,120,311	1,184,357	1,200,000	1,490,004	290,004
530000 Storm Drain Total	999,645	1,106,830	1,215,820	1,507,824	292,004

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
Storm					
535301 Storm Drain					
Personnel	206,150	258,649	336,794	368,883	32,089
Operations					
621201 Membership Dues	760	165	195	195	-
621301 Training & Registration	545	882	3,060	3,810	750
623101 In-State Travel	-	-	1,350	2,020	670
623501 Out-of-State Travel	-	-	1,863	2,235	372
624001 Office Supplies	517	453	4,166	500	(3,666)
624004 Materials & Supplies	4,027	5,300	9,783	9,783	-
624107 Uniforms & PPE	335	787	1,900	1,900	-
624204 Annual Maint. & Support	-	-	700	2,367	1,667
625001 Equip. Maint. & Supplies	-	334	1,550	1,550	-
625002 Equipment Purchases	-	-	2,275	3,750	1,475
625003 Equipment Rental	2,688	215	5,000	2,700	(2,300)
625201 Tires/Brakes	-	2,029	1,000	1,000	-
625202 Fuel/Oil	4,122	3,828	6,000	8,100	2,100
625203 Fleet Repair	20,958	6,767	10,000	10,000	-
625204 Fleet Lease	7,240	7,240	7,856	7,240	(616)
626001 Building Maintenance	-	245	450	450	-
631003 Insurance Fees	5,837	7,219	7,542	8,661	1,119
631004 Bank Fees	5,273	5,990	5,825	5,825	-
631006 Contracted Services	60,762	33,252	74,833	73,333	(1,500)
645001 Special Department Allow	5,775	-	8,300	7,700	(600)
651501 Depreciation	673,600	676,954	685,000	685,000	-
661001 Miscellaneous Supplies	1,676	2,205	1,500	1,000	(500)
662001 Miscellaneous Services	2,453	68	9,500	9,650	150
663001 Contingency	1,375	-	5,000	5,000	-
Operations Total	797,943	753,930	854,649	853,769	(880)
Capital					
674001 Machinery & Equipment	-	37,033	54,555	-	(54,555)
674003 Vehicle Replacement	-	-	24,548	16,000	(8,548)
Capital Total	-	37,033	79,103	16,000	(63,103)
Transfers					
691001 Trnf Other Funds	24,377	-	11,897	11,897	-
691005 Trnf EF	55,015	83,299	84,124	66,563	(17,561)
691009 Trnf Indirect Cost Alloca	235,413	220,246	254,287	231,168	(23,119)
Transfers Total	314,805	303,545	350,308	309,628	(40,680)
535301 Storm Drain Total	1,318,898	1,353,157	1,620,853	1,548,280	(72,574)
535310 Storm Drain Capital Projects					
Capital					
673001 Capital Project	397,406	367,564	4,937,379	3,202,377	(1,735,002)
Capital Total	397,406	367,564	4,937,379	3,202,377	(1,735,002)
535310 Storm Drain Capital Projects Total	397,406	367,564	4,937,379	3,202,377	(1,735,002)
Storm Total	1,716,304	1,720,721	6,558,232	4,750,657	(1,807,576)

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
540000 Solid Waste					
Miscellaneous					
361001 Interest Earnings	22,589	8,589	4,000	4,000	-
Miscellaneous Total	22,589	8,589	4,000	4,000	-
Utility Charges					
374001 Garbage Charges	1,637,773	1,676,148	1,700,000	1,750,000	50,000
Utility Charges Total	1,637,773	1,676,148	1,700,000	1,750,000	50,000
540000 Solid Waste Total	1,660,363	1,684,737	1,704,000	1,754,000	50,000

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
545401 Solid Waste					
Personnel	51,537	63,618	67,792	73,177	5,386
Operations					
631003 Insurance Fees	5,549	6,913	5,819	6,772	953
631004 Bank Fees	7,899	8,212	7,975	7,975	-
631006 Contracted Services	1,343,166	1,350,607	1,465,500	1,492,500	27,000
651501 Depreciation	3,930	5,740	5,000	5,000	-
Operations Total	1,360,545	1,371,472	1,484,294	1,512,247	27,953
Capital					
673001 Capital Project	8,560	128	1,091,500	1,144,500	53,000
Capital Total	8,560	128	1,091,500	1,144,500	53,000
Transfers					
691001 Trnf Other Funds	80,097	-	39,089	39,089	-
691005 Trnf EF	12,040	18,718	16,665	13,204	(3,461)
691009 Trnf Indirect Cost Alloca	51,520	49,492	50,373	45,858	(4,515)
Transfers Total	143,657	68,210	106,127	98,151	(7,976)
545401 Solid Waste Total	1,564,299	1,503,427	2,749,712	2,828,075	78,363
545401 Solid Waste Total	1,564,299	1,503,427	2,749,712	2,828,075	78,363

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
610000 Fleet Management					
Charges for Services					
344001 Fleet Charges From GF	144,127	144,127	154,885	157,798	2,913
344002 Fleet Charges From Water	28,925	28,925	31,388	35,496	4,108
344003 Fleet Charges From Sewer	13,040	13,040	14,150	19,680	5,529
344004 Fleet Charges Storm Water	7,240	7,240	7,856	15,816	7,960
345001 Consum. Chrgs From Gf	177,235	160,969	238,890	264,150	25,260
345002 Consum. Chrgs From Water	57,807	51,544	38,000	52,850	14,850
345003 Consum. Chrgs From Sewer	23,315	20,118	25,000	25,100	100
345004 Consum. Chrgs From Storm	25,080	12,624	16,500	19,100	2,600
345006 Consum. Chrgs Outside Ser	-	-	13,000	13,000	-
346001 Vehicle&Equip Replace GF	217,460	643,628	495,383	636,518	141,135
346002 Vehicle&Equip Replace Wtr	254,402	154,886	154,350	134,350	(20,000)
346003 Vehicle&Equip Replace Swr	-	28,289	63,350	87,350	24,000
346004 Vehicle&Equip Replc Strm	-	28,289	63,350	79,350	16,000
Charges for Services Total	948,632	1,293,678	1,316,102	1,540,557	224,455
Miscellaneous					
364001 Sale Of Fixed Assets G/L	(14,387)	152,274	-	100,000	100,000
365001 Fuel Charges	21,092	15,035	12,000	20,000	8,000
Miscellaneous Total	6,705	167,309	12,000	120,000	108,000
610000 Fleet Management Total	955,337	1,460,987	1,328,102	1,660,557	332,455

FY2023 Expenditure Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
614441 Fleet Management					
Personnel	152,236	157,447	175,476	186,065	10,590
Operations					
621101 Publications & Subscriptions	1,500	1,500	1,500	1,500	-
621301 Training & Registration	761	319	2,400	3,560	1,160
624001 Office Supplies	1,073	285	895	895	-
624004 Materials & Supplies	3,552	(6,604)	6,250	4,500	(1,750)
624107 Uniforms & PPE	288	360	950	950	-
624204 Annual Maint. & Support	949	949	2,500	2,500	-
625001 Equip. Maint. & Supplies	9,149	8,378	8,000	8,000	-
625002 Equipment Purchases	912	1,950	4,500	7,502	3,002
625201 Tires/Brakes	32,463	29,228	36,340	31,425	(4,915)
625202 Fuel/Oil	146,489	128,736	162,400	211,275	48,875
625203 Fleet Repair	130,952	102,772	119,250	118,500	(750)
625501 Equipment Repairs	128	535	600	600	-
626001 Building Maintenance	858	1,342	4,000	4,000	-
631003 Insurance Fees	2,360	2,513	1,564	1,686	122
631006 Contracted Services	453	3,817	4,300	4,300	-
651501 Depreciation	397,719	415,103	370,000	370,000	-
661001 Miscellaneous Supplies	-	-	1,750	1,000	(750)
662001 Miscellaneous Services	257	357	500	650	150
Operations Total	729,862	691,539	727,699	772,843	45,144
Capital					
674001 Machinery & Equipment	68,488	277,187	5,012	4	(5,008)
674003 Vehicle Replacement	441,147	432,950	226,759	941,439	714,680
Capital Total	509,635	710,137	231,771	941,443	709,672
Debt					
681003 Backhoe Lease Obligations	16,250	10,600	23,000	5,000	(18,000)
Debt Total	16,250	10,600	23,000	5,000	(18,000)
614441 Fleet Management Total	1,407,983	1,569,723	1,157,946	1,905,351	747,406
614441 Fleet Management Total	1,407,983	1,569,723	1,157,946	1,905,351	747,406

FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
630000 Risk Management					
Charges for Services					
344006 Risk Mgmt Charges - GF	171,951	180,520	253,628	287,947	34,319
344007 Risk Mgmt Charges - Water	27,239	30,005	36,672	39,654	2,982
344008 Risk Mgmt Charges - Sewer	14,985	16,959	20,022	22,278	2,256
344009 Risk Mgmt Charges - Storm	5,837	7,219	7,542	8,661	1,119
344011 Risk Mgmt Charges - Fleet	2,360	2,513	1,564	1,686	122
344013 Risk Mgmt Charges - Garba	5,549	6,913	5,819	6,772	953
Charges for Services Total	227,920	244,127	325,247	366,999	41,752
Miscellaneous					
369001 Misc Revenues	-	29,791	-	-	-
369007 Claims And Damages	4,520	-	-	-	-
Miscellaneous Total	4,520	29,791	-	-	-
630000 Risk Management Total	232,440	273,918	325,247	366,999	41,752

FY2023 Expenditure Budget

FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
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634443 Risk Management

634443 Risk Management

Operations

624101 Claims & Damages	-	39,720	30,000	30,000	-
631003 Insurance Fees	225,522	214,126	295,244	306,988	11,744
631006 Contracted Services	28,220	30,000	30,000	30,000	-

Operations Total	253,742	283,846	355,244	366,988	11,744
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634443 Risk Management Total	253,742	283,846	355,244	366,988	11,744
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634443 Risk Management Total	253,742	283,846	355,244	366,988	11,744
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FY2023 Revenue Budget

	FY20 Actuals	FY21 Actuals	FY22 Budget	FY23 Budget	Change '22 to '23
700000 Perpetual Cemetery Fund					
Charges for Services					
348002 Perpetual Care	13,050	18,700	9,000	9,000	-
Charges for Services Total	13,050	18,700	9,000	9,000	-
Miscellaneous					
361001 Interest Earnings	4,884	1,121	1,200	1,200	-
Miscellaneous Total	4,884	1,121	1,200	1,200	-
700000 Perpetual Cemetery Fund Total	17,934	19,821	10,200	10,200	-

CLEARFIELD CITY RESOLUTION 2022R-11

A RESOLUTION APPROVING AND ADOPTING A BUDGET FOR CLEARFIELD CITY FOR FISCAL YEAR 2023, BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

WHEREAS, a tentative and proposed budget has been prepared and presented to the City Council as required by law; and

WHEREAS, on May 10, 2022, the City Council of Clearfield approved the tentative budget; and

WHEREAS, a public hearing was advertised as provided by law for Tuesday, August 9, 2022 at 7:00 p.m.; and

WHEREAS, said public hearing was duly held and all persons present to be heard having been heard; and

WHEREAS, the creation of the budget is governed by established financial policies and statements; and

WHEREAS, pursuant to Utah Code Ann. § 59-2-919, following an appropriately noticed public hearing, the City Council has determined to set the certified tax rate at 0.001307 for all real and personal property located within Clearfield for fiscal year 2023;

WHEREAS, the City Council has duly and fully considered the proposed budget and it now being necessary that a final budget for fiscal year 2023, beginning July 1, 2022 and ending June 30, 2023, be passed and adopted for said Clearfield City, Utah;

NOW, THEREFORE, be it resolved by the City Council of Clearfield that the Clearfield City fiscal year 2023 budget, a copy of which is attached hereto and incorporated herein by this reference, is approved and adopted this 9th day of August, 2022.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

To: Mayor Shepherd and City Council Members
From: Rich Knapp, Finance Manager
Meeting Date: August 9, 2022
Subject: Inter-fund Transfers FY23 Budget

Recommended Action

Staff recommends that the Mayor and City Council hold a public hearing in accordance with the Utah State Code to receive comment on the proposed Fiscal Year 2023 interfund transfers.

Description / Background

Staff is requesting the below listed transfer of funds:

Operational Costs Funds Transfer	
Enterprise Account	Proposed Transfer to General Fund
Utility Adm. Fund	\$140,035
Water Fund	\$359,186
Sewer Fund	\$382,075
Storm Water Fund	\$231,168
Solid Waste Fund	\$ 45,858

Basis of Transfer: The above proposed transfer of Enterprise Funds into the General Fund compensates the General Fund for the cost of providing services necessary for each individual fund to operate.

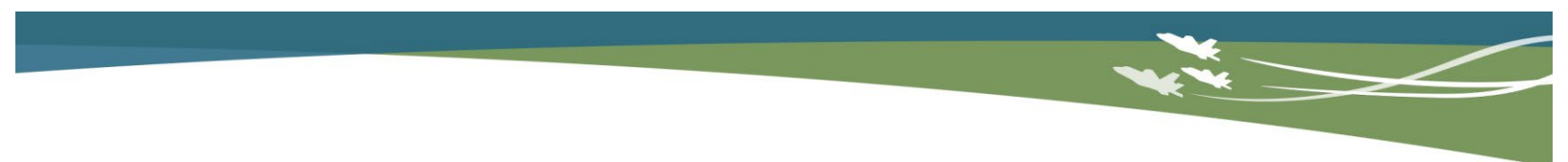
Water Usage Funds/Resource Transfer	
Enterprise Account	Proposed Value of Resource Transfer
Water Fund	\$100,000

Basis of Transfer: The above proposed transfer recognizes water used by the City's general operations for which the City's Water Fund was not compensated.

Pursuant to Utah Code Ann. § 10-5-107 and § 10-6-135, the City will hold a public hearing for each of the above described interfund transfers. The purpose of the public hearing is to receive public comment on the transfer of monies from several Enterprise Funds to the City's General Fund and the transfer of resources from the Water Fund to the City's General Fund.

As required by law, the City has complied with the applicable notice requirements, including:

- A notice was sent out in the July utility bill, and
- A follow up notice that the public hearing took place will be included in the September utility bill.



Corresponding Policy Priorities

This public hearing and noticing provides quality municipal services by increasing fiscal transparency. The proposed transfers demonstrate fiscal responsibility by properly accounting for costs by the services provided.

Fiscal Impact

The proposed water consumption transfer help to recognize the costs incurred by the City for the services provided and have no net cash impact. The operation costs transfer decreases resources in the Utility Funds and increase resources in the General Fund.

Schedule / Time Constraints

The final budget must be approved by September 1, 2022, with the truth in taxation.



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer W. Brimley, Community Development Director

MEETING DATE: Tuesday, August 9th, 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).**

PLANNING COMMISSION RECOMMENDATION

On July 20th, 2022, the Planning Commission forwarded a recommendation of **APPROVAL** to the City Council 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 was made on a unanimous vote.

DESCRIPTION / BACKGROUND

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. The proposed modifications to monument signs are focused on needs for civic properties in the CV zone but will also benefit all businesses and properties within the Downtown Form-Based Code area. Below Staff has provided redlines for each section of the code with the suggested changes.

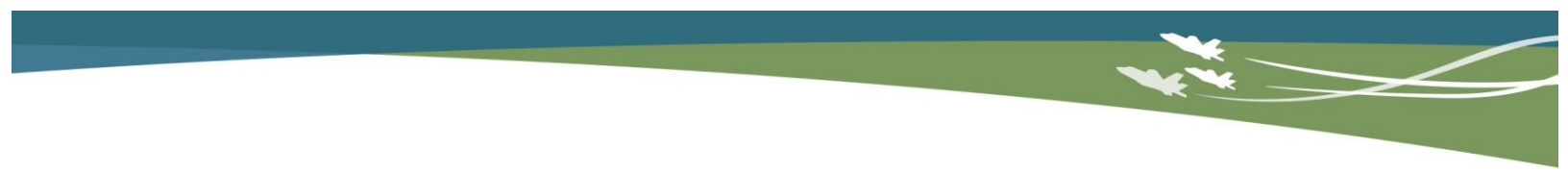
P-F (PUBLIC FACILITIES ZONE) PROPOSED CHANGES

The following proposed changes will be reflected in the P-F Zoning regulations. Monument sign regulations for all other zones will remain in Chapter 11-15 "Sign Regulations" of the Clearfield City Code. Based the work session discussion on August 2nd, 2022, additional changes are reflected below with green text.

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.

7. Applicable Sign Code Regulations: Monument signs in the P-F Zone shall comply with all other sign regulations found in chapter 15 of this title not listed above.

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

CV ZONE PROPOSED CHANGES

The following changes are being proposed to address the needs of civic uses in the CV Zone, but will also benefit all other properties within the Downtown FBC area with monument sign regulations that are more consistent citywide. The regulation that will be specifically applicable to the CV Zone is the sign area allowance proposed below.

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. <u>Monument signs in the CV Zone shall be no greater than 120 sq ft per Sign Face.</u>
Height	Maximum height ~~6'~~ <u>for monument signs (with at least a 1' pedestal) the illuminated cabinet shall not exceed 9' for a total sign height of 10'.</u>
Location on the Site	Front or Corner Yards
Placement on the Site	10' Setback from driveways & side property line; ~~3'~~ <u>2'</u> setback from front & corner property lines. ¹
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.

CORRESPONDING POLICY PRIORITY (IES)

The proposed ordinance amendment meets the Policy Priorities of *Providing Quality Municipal Services* by amending FBC monument sign regulations to be more consistent with other sections of city code as well as providing regulations for monuments signs on properties zoned P-F (Public Facilities). The proposed regulations also address the needs for civic uses and are more supportive of local businesses with consistent sign regulations citywide.

SCHEDULE / TIME CONSTRAINTS

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

PUBLIC COMMENT

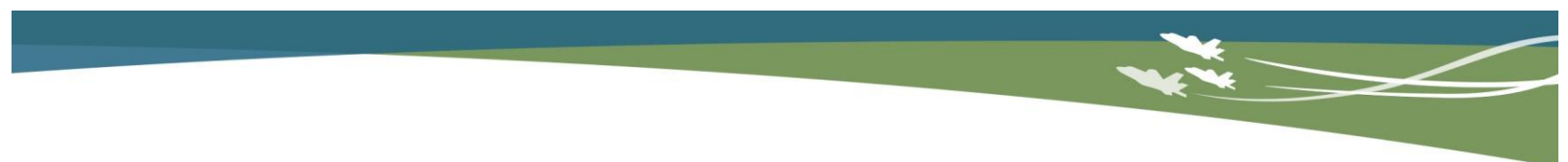
Public hearing notice was placed the week of July 8th, 2022, on the State of Utah public notice website, and on the city's website. No public comment has been received to date.

FINDINGS AND CONCLUSION

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.
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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.

LIST OF ATTACHMENTS

1. None. The proposed changes are included in the staff report.

CLEARFIELD CITY ORDINANCE 2022-21

AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 11, Chapter 10A, Section 10 – Land Use, Public Facilities Zone (PF), Signs and Title 11, Chapter 11, Article G, Section 10, Subsection 10.9 and Table 10.9 – Land Use, Commercial and Manufacturing Zones, Form Based Code, Signs, Monument Signs.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 11, Chapter 10A, Section 10 – Public Facilities Zone (PF), Signs is hereby amended to read as follows:

11-10A-10: SIGNS:

1. Sign Area: No monument sign shall exceed one hundred and twenty (120) square feet in area.
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.
7. Applicable Sign Code Regulations: Monument signs in the P-F Zone shall comply with all other sign regulations found in chapter 15 of this title not listed above.

Title 11, Chapter 11, Article G, Section 10, Subsection 10.9 and Table 10.9 – Commercial and Manufacturing Zones, Form Based Code, Signs, Monument Signs and Table 10.9 are hereby amended to read as follows:

FORM BASED CODE - SIGNS

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.
 - (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. Monument signs in the CV Zone shall be no greater than 120 sq ft per Sign Face.
Height	Maximum height for monument signs (with at least a 1' pedestal) the illuminated cabinet shall not exceed 9' for a total sign height of 10'.
Location on the Site	Front or Corner Yards
Placement on the Site	10' Setback from driveways & side property line; 2' setback from front & corner property lines. ¹
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.

Section 2. Repealer: Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

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

DATED this 9th day of August, 2022, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Spencer W. Brimley, Community Development Director

MEETING DATE: Tuesday, August 9th, 2022

SUBJECT: Public Hearing, Discussion and Possible Action on **RZN 2022-060056**, a zoning map amendment request by Clearfield City to rezone the properties designated as parks within the city from the current zoning designation to P-F (Public Facilities) **Location:** Clearfield City park properties. **Project Area:** Varies based on park size. **(Legislative Action).**

PLANNING COMMISSION RECOMMENDATION

On July 20th, 2022, the Planning Commission forwarded a recommendation of **approval of RZN 2022-060056** to the Clearfield City Council, a zoning map amendment by Clearfield City to rezone the properties designated as parks within the City from their current zoning designation to P-F (Public Facilities). This recommendation was made on a unanimous vote.

DESCRIPTION / BACKGROUND

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.

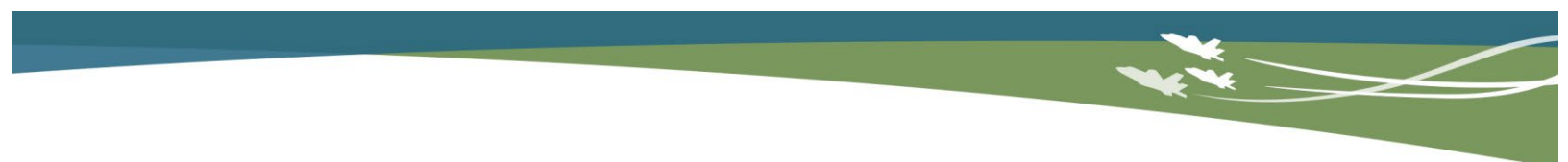
The Clearfield City General Plan states, "The P-F Public Facilities Zone is appropriate for such uses as churches, schools, public buildings, open space, parks, public utilities, public owned property, and other related uses..." The table on page 8 of the General Plan indicates the appropriate zoning 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 City Council wishes to maintain under the current zoning designation, those can be removed as long as they are clearly stated for the record.



CORRESPONDING POLICY PRIORITY (IES)

The proposed ordinance amendment meets the Policy Priorities of *Providing Quality Municipal Services* by rezoning all park properties to the P-F (Public Facilities) Zone that will ensure the continual use of these properties as parks and open spaces. As part of providing “well-planned facilities and infrastructure,” it is important to ensure the long-term use of those facilities and infrastructure which are a significant fiscal investment for the benefit of the community.

SCHEDULE / TIME CONSTRAINTS

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

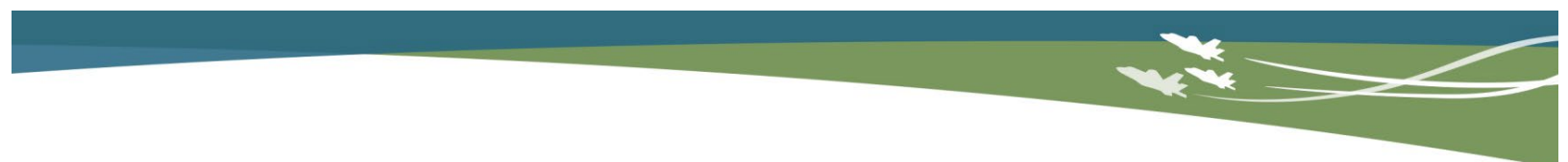
PUBLIC COMMENT

Public hearing notice was placed the week of July 8th, 2022, on the State of Utah public notice website, and on the city’s website. Mailed notices were also sent that same day. Planning staff has responded to the calls and questions about the notices to help the community understand the purpose of the rezone. Once community members understand the purpose of the rezone, the concerns are resolved.

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

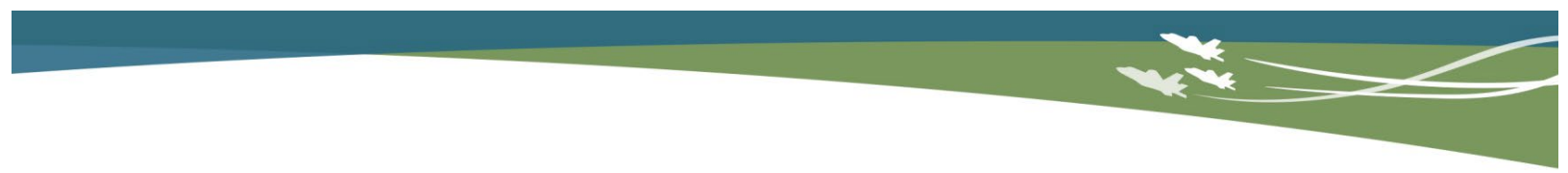


	rezone of the subject properties to the P-F Zone is intended to further establish this area for the future expansion and protection of the parks, while eliminating the possibility for residential development on the subject parcels.
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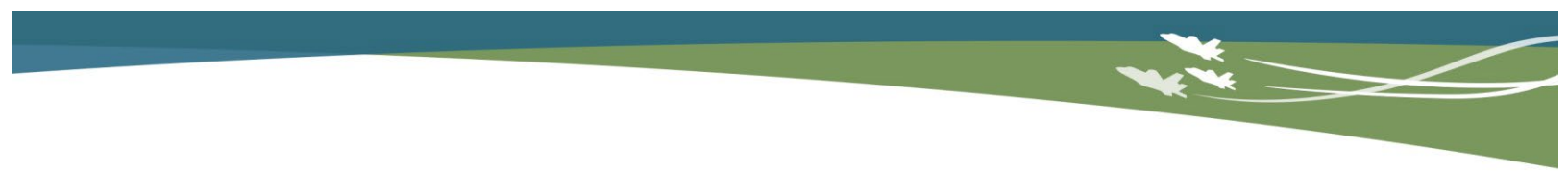
GENERAL PLAN ANALYSIS

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.

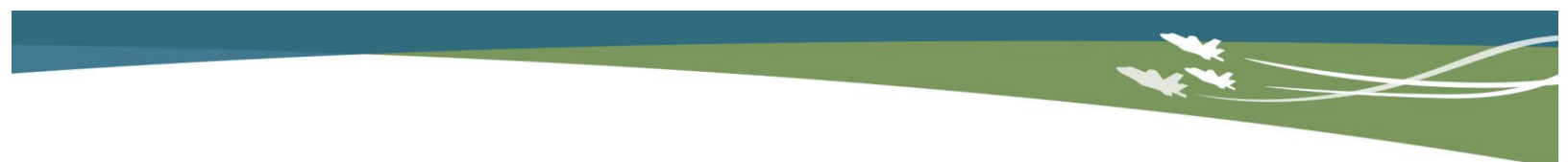
Land Use Guideline	Staff Analysis
1. <i>The identity of Clearfield City should be strengthened by land uses which improve the image of the community and foster a positive, healthy living environment conducive to long-term residency.</i>	Rezoning these properties will further establish city owned parks 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,</i>	Not applicable.



<i>clustered near the center of their service areas, and developed in harmony with the uses and character of surrounding districts.</i>	
<i>10. The Land Use Plan should promote and encourage land use patterns that provide a high quality of life to all and offer choice in mobility and transportation.</i>	Not applicable.
<i>11. The remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.</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.
<i>12. The quality and usefulness of parks and open space should be maximized. Open spaces that are small, inaccessible, difficult to maintain, or encumbered by utilities, drainage basins, or excessive slopes should not be encouraged.</i>	By rezoning these properties, the city will be able to better maximize opportunities and limit impacts.
<i>13. Manufacturing and industrial activities should be limited to those areas already zoned for such uses.</i>	Not applicable.
<i>14. Properties registered with the County or State for agricultural or industrial protection should</i>	Not applicable.



<i>be recognized by the City to allow such land uses.</i>	
<i>15. 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

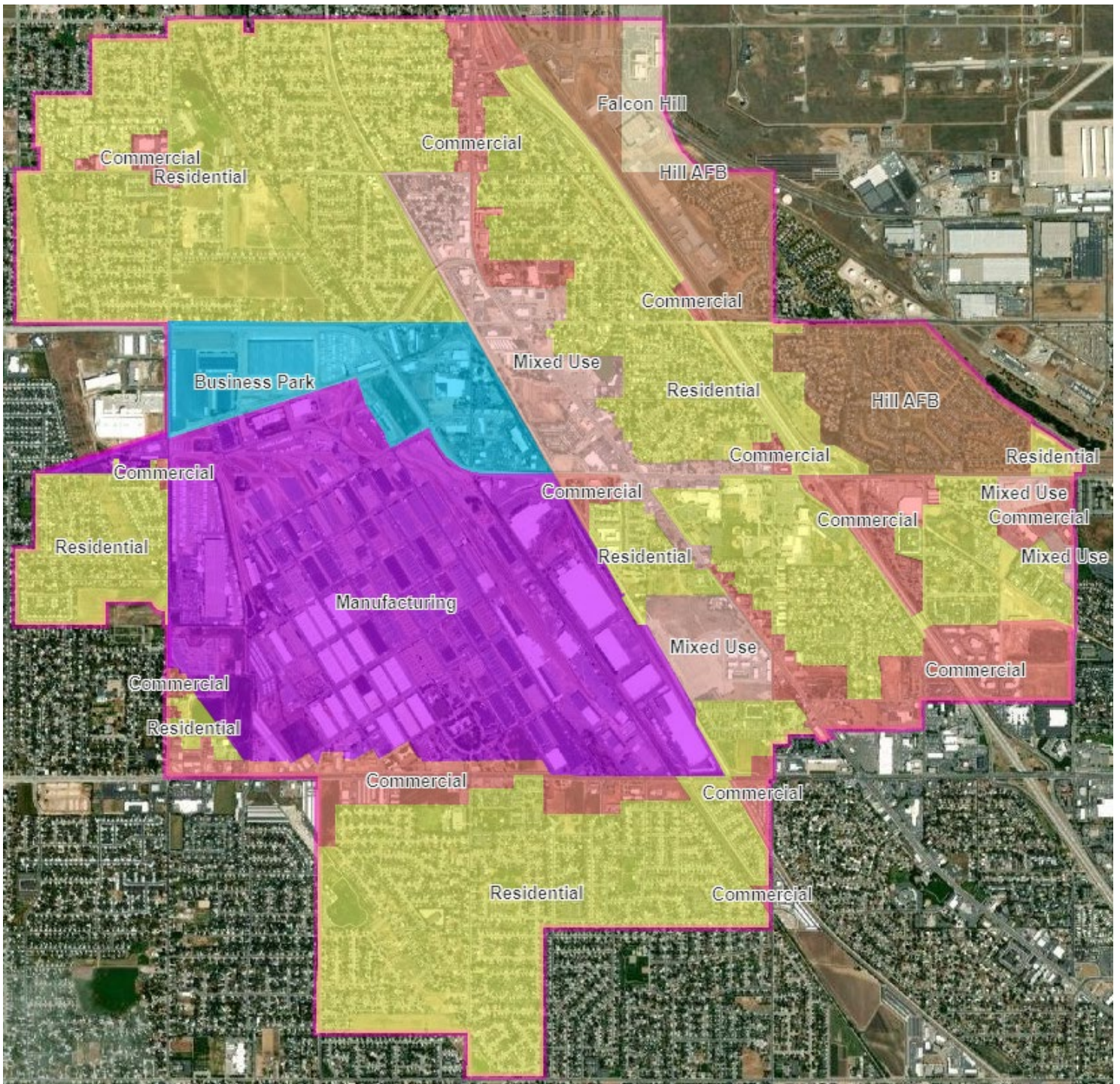
Based on the analysis of this request and the Clearfield City General Plan, staff recommends that the City Council **approve** proposed zoning map amendment. This recommendation is based on the analysis of the staff report and the following findings:

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.

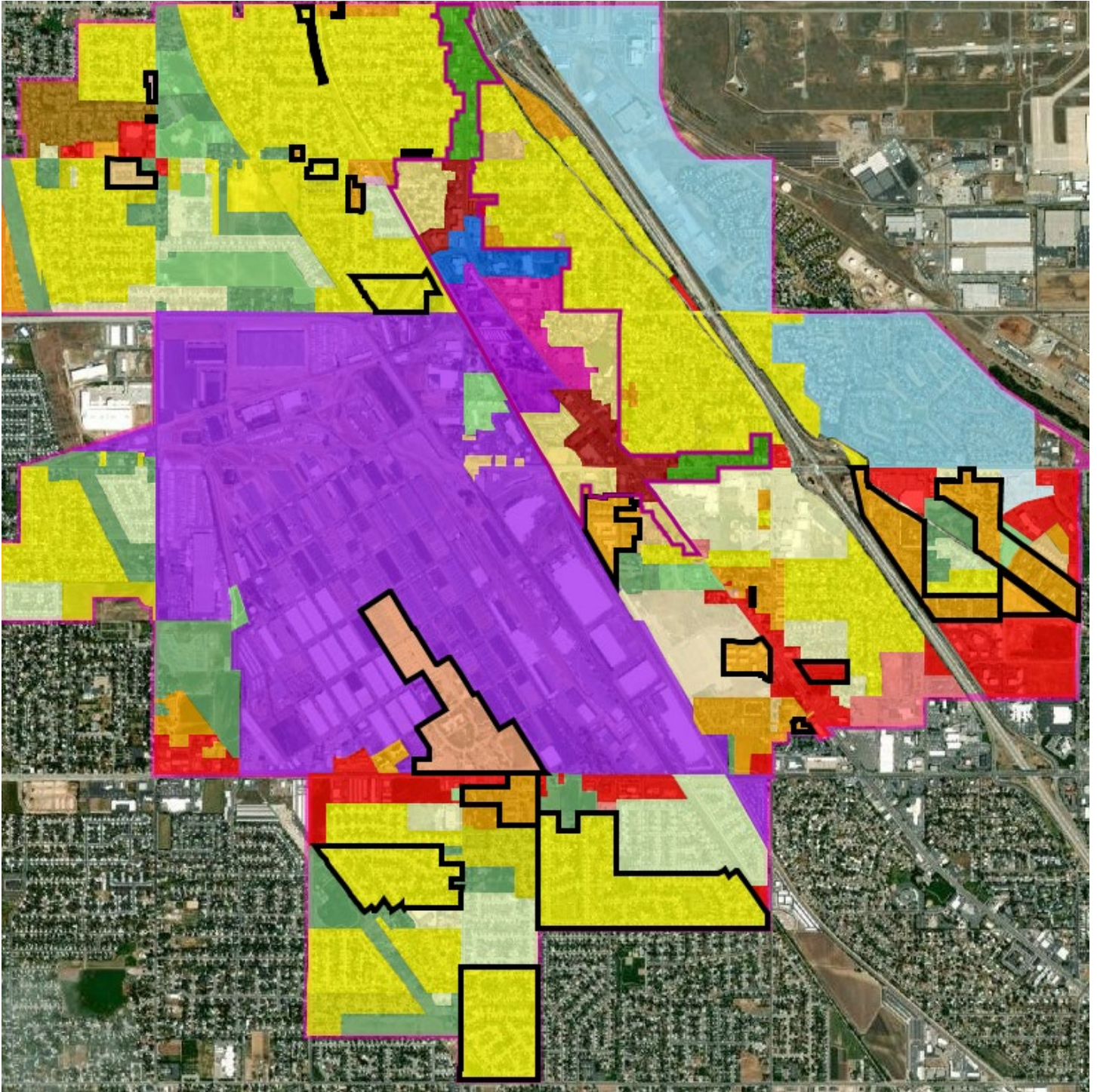
LIST OF ATTACHMENTS

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

GENERAL PLAN LAND USE MAP



GENERAL ZONING MAP



PARKS LOCATION MAP



CLEARFIELD CITY ORDINANCE 2022-22

AN ORDINANCE REZONING CERTAIN SPECIFIED PROPERTIES WITH CURRENT PUBLIC FACILITY USES FROM VARIOUS ZONING DESIGNATIONS TO PF (PUBLIC FACILITIES) AND AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones certain properties within the City that currently have public facility uses from various zoning designations to PF (Public Facilities) and amends the City's Zoning Map to reflect those changes. The new zoning designations enacted by this ordinance will also help to keep or bring the properties into conformance with the City's General Plan.

WHEREAS, the City is requesting changes in the zoning for certain properties located within the City in order to assure that those properties are zoned appropriately and reflect the City's planning efforts as set forth in the City's General Plan; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that certain rezones be approved; and

WHEREAS, the Clearfield City Council received and reviewed the proposed zoning changes recommended by the Clearfield City Planning Commission; and

WHEREAS, following proper notice, as set forth by state law, the City Council held a public hearing on the matter and received input thereon; and

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

WHEREAS, following its public deliberation, the City Council has determined that the zoning changes listed below are in the best interests of Clearfield City, its residents as well as businesses and will most effectively implement the City's planning efforts;

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

Section 1. Zoning Changes: The zoning for the following properties is hereby changed to Public Facilities (PF) as specified below:

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

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

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

Dated this 9th day of August, 2022, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, August 9th, 2022

SUBJECT: Public Hearing, Discussion and Possible Action on the **Lakeside Apartments Development Agreement** for the proposed mixed-use project at the subject location. **Location:** 325, 373, 375, 377, 381, 385, & 389 South State Street (TIN: 12-756-0002). **Parcel Area:** 5.85 Acres. **Zone:** U-C (Urban Core Commerce). **(Legislative Action).**

RECOMMENDED ACTION

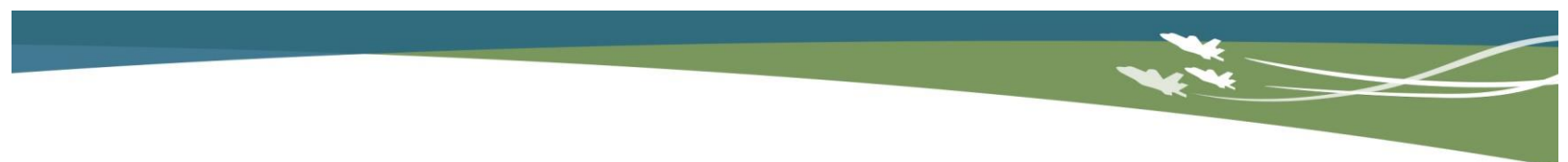
Staff recommends that the City Council table the public hearing for the Lakeside Apartments Development Agreement to no sooner than September 13th, 2022, but possibly to September 27th, 2022, for the reasons outlined below.

DESCRIPTION / BACKGROUND

On Tuesday, July 26th, 2022, the City Council reviewed aspects of the proposed development agreement based upon the Planning Commission recommendation provided on July 20th, 2022. As part of the discussion, the City Council understood that due to necessary changes to provide a final draft of the development agreement in the public hearing, it was unlikely that the development agreement and exhibits would be complete by the August 9th, 2022, public hearing. A public hearing with the Planning Commission was tabled from June 15th, 2022, to July 20th, 2022. The City Council began review of the Planning Commission recommendation and aspects of the development agreement in a work session on July 26th, 2022. Administrative, Legal, and Community Development Staff are working to provide edits to the developer prior to the August 9th, 2022, public hearing. That, however, will not provide enough time to submit the final development agreement and exhibits in time to be considered at the public hearing on that date. This necessitates tabling the public hearing to a future City Council meeting to provide city staff and the developer sufficient time to complete the development agreement and exhibits.

ALTERNATIVES

The City Council recommend a different timeframe than proposed.



SCHEDULE/TIME CONSTRAINTS

There was a suggestion that August 23rd, 2022, could be the tabled date for the public hearing. Staff is working to finalize the development agreement and provide comments to the developer which will allow the developer to produce a final draft of the development agreement and all required exhibits. This final draft and exhibits will not be ready for the public hearing on August 9th, 2022; therefore, staff recommends that the City Council table the public hearing to a future date to allow the developer sufficient time to complete the final draft of the development agreement and exhibits prior to a meeting deadline. To afford the developer and staff sufficient time to coordinate these changes, staff recommends that the public hearing be tabled to no sooner than September 13th, 2022.

Materials from the developer would need to be finalized and delivered to the city no later than September 1st, 2022, to be ready for the City Council to review on September 13th, 2022. An additional work session with the City Council may be necessary to fully review all the details and code modifications included in the development agreement. To provide time for an additional work session, tabling the development agreement to September 27th, 2022, may be the best option. This would afford staff, the developer, and the City Council time to review and become familiar with all elements of the development agreement before voting in a public hearing on the proposed agreement.

To comply with public noticing requirements, the City Council will need to table the public hearing to a specific future meeting date and time.

LIST OF ATTACHEMENTS

- None



STAFF REPORT

TO: Mayor Shepherd and City Council Members

FROM: Brad McIlrath, Senior Planner

MEETING DATE: Tuesday, August 9th, 2022

SUBJECT: Discussion and Possible Action on **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 City Council **approval as conditioned, FSP 2022-060045**; 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.

PLANNING COMMISSION RECOMMENDATION

On July 20th, 2022, the Planning Commission forwarded a recommendation of **approval** to the Clearfield City Council for **FSP 2022-060045** as conditioned. This recommendation was 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

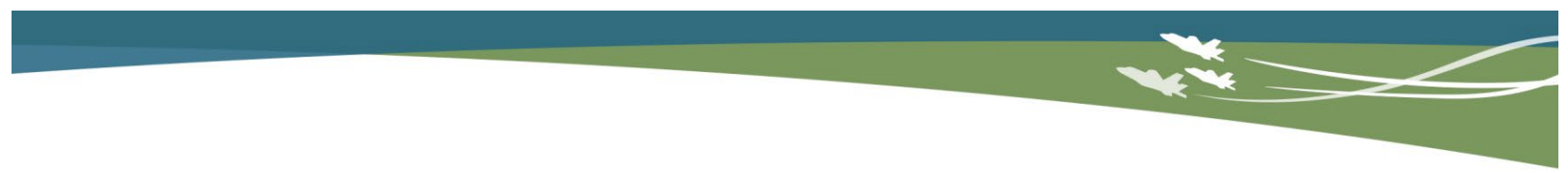
East	Office & Residential	Layton City	N/A
South	Office & Retail	Layton City	N/A
West	Legend Hills Office	C-2 (Commercial)	Commercial

Aerial Image & Zoning



DESCRIPTION / BACKGROUND

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.

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. Clearfield City Engineering Staff reviewed the proposed subdivision plat and provided comments in a review letter dated July 5th, 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.

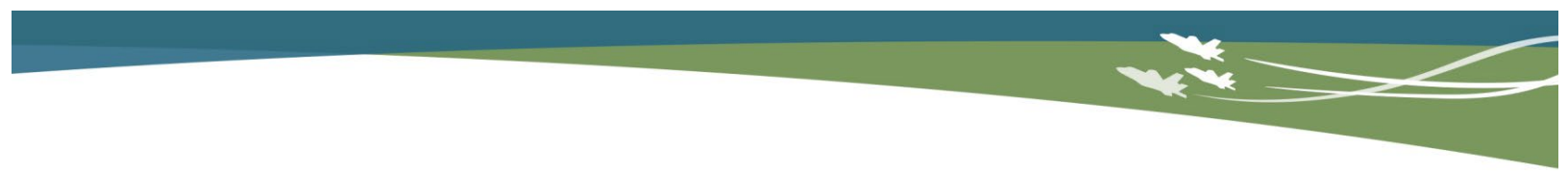
PUBLIC COMMENT

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.

FINAL SUBDIVISION PLAT - CONDITIONS OF APPROVAL

Based upon review of Clearfield City ordinances and the proposed subdivision along with City Council feedback, Staff recommends that the City Council **approval as conditioned, FSP 2022-060045**; 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), subject to the following conditions:

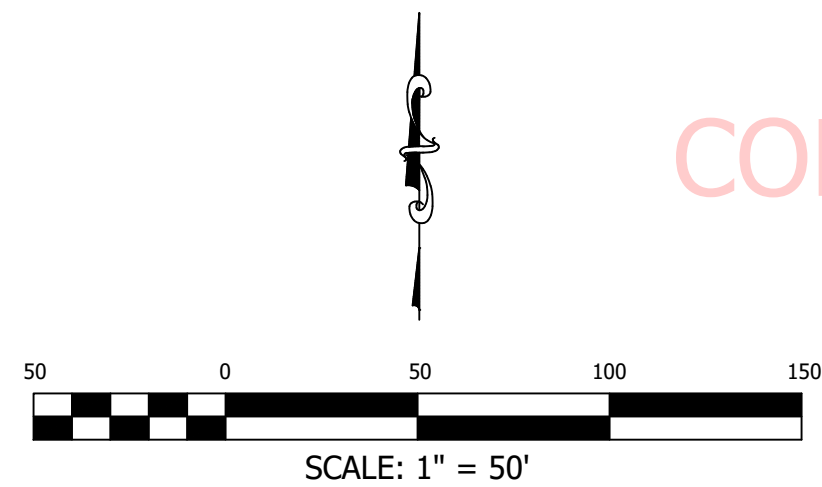
- 1) Plans shall be revised to address Clearfield City Planning and Engineering comments and requirements prior to obtaining final signatures and recording the plat.

- 
- 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.
 - 4) Sidewalk shall be installed along Legend Hills Drive from University Park Boulevard to the property boundary at 1795 East 1450 South to connect the transit stop to the existing sidewalks and the adjacent current and future land uses.

ATTACHMENTS

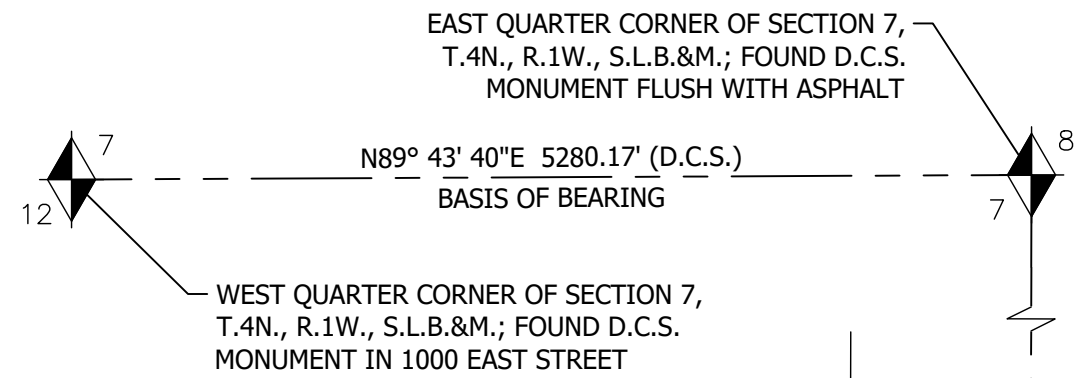
1. Subdivision Plat
2. Engineering Review Letter dated July 5th, 2022

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

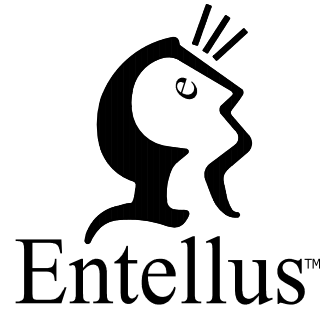
LEGEND

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



STAFF REPORT

TO: Mayor Shepherd and City Council Members
FROM: Braden Felix, City Engineer/Public Works Deputy Director
MEETING DATE: August 9, 2022
SUBJECT: Resolution for the funding from the Davis County 3rd Quarter Sales Tax for 800 North

DESCRIPTION / BACKGROUND

The Davis Council of Governments (Davis COG) approved our 2021 application for funding for the 800 North reconstruction project we'll be doing in partnership with Clinton City. This application requested \$56,000 for the purchase of property and installation of roadside improvements (curb, gutter, sidewalk, and power pole relocation) for the property not having any existing. The address of the property is 723 West 800 North.

The terms of the contract state that the expiration of the agreement will be 2 years after signing, thus this agreement hasn't been entered into until now. There is another separate application submitted this year by Clinton City requesting an additional \$1 million for the road and bridge improvements. We are waiting on the decision for that application.

CORRESPONDING POLICY PRIORITY (IES)

Providing Quality Municipal Services

- The funding will allow us to install the sidewalk and curb desperately needed. This area is mapped as a "Safe Route to Schools" pathway for Doxey Elementary, even though there isn't a good path for that pedestrian traffic.

Improving Clearfield's Image, Livability and Economy

- This will help us improve the image of the corridor after the project is completed.

FISCAL IMPACT

- The county awarded the funds with the understanding that the cities (Clearfield and Clinton) would be contributing \$484,000 to the project, however the city can request reimbursement if \$56,000 has already been spent. The city does not need to spend \$242,000 primarily. There are \$210,000 budgeted in this fiscal year.

SCHEDULE / TIME CONSTRAINTS

Jones is ready to help us when we are ready to grant it. The contract will be written for 1 year with the potential to renew for 4 additional years.

LIST OF ATTACHMENTS

- Interlocal agreement between Davis County and Clearfield City
- 2021 3rd Quarter Sales Tax Application







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

Existing

Projected

Roadway

[Average Daily Traffic - Link](#)

7,400

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.

CLEARFIELD CITY RESOLUTION 2022R-12

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN DAVIS COUNTY AND CLEARFIELD CITY REGARDING THE 800 NORTH INFRASTRUCTURE PROJECT.

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

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

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

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

WHEREAS, the City, on or about June 30, 2020, submitted a *Davis County 3rd Quarter Funding Application* (the "Application") to the County for the Clearfield Station right of way acquisition (the "Project"), a copy of the Application is attached as Exhibit A to the Agreement; and

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

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

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, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Cooperation Agreement is approved and the Mayor is authorized to execute the agreement.

DATED this 9th day of August, 2022.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED: Councilmember Roper

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. POLICY SESSION

July 26, 2022

(This meeting was held following a City Council policy session.)

City Building
55 South State Street
Clearfield City, Utah

PRESIDING:	Karece Thompson	Chair
PRESENT:	Kent Bush	Director
	Nike Peterson	Director
	Vern Phipps	Director
	Tim Roper	Director
EXCUSED:	Mark Shepherd	Director
STAFF PRESENT:	JJ Allen	City Manager
	Summer Palmer	Assistant City Manager
	Stuart Williams	City Attorney
	Devin Rogers	Assistant Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Director
	Adam Favero	Public Works Director
	Brad McIlrath	Senior Planner
	Rich Knapp	Finance Manager
	Shaundra Rushton	Communications Manager
	Joannie Strong	Deputy City Recorder

VISITORS:

Chair Thompson called the meeting to order at 8:06 p.m.

APPROVAL OF THE MINUTES FROM THE JUNE 21, 2022 WORK SESSION, JUNE 28, 2022 POLICY SESSION AND THE JULY 12, 2022 WORK SESSION

Director Bush moved to approve the minutes from the June 21, 2022 work session, June 28, 2022 policy session and the July 12, 2022 work session, as written; and authorize the Chair's signature to any necessary documents, seconded by Director Peterson. The motion carried upon the following vote: Voting AYE – Directors Bush, Peterson, Phipps, and Roper. Voting NO – None.

APPROVAL OF RESOLUTION 2022R-04 AUTHORIZING AN AMENDMENT TO THE LIFETIME PRODUCTS COMMUNITY REINVESTMENT AREA (CRA) DEVELOPMENT AGREEMENT (PARTICIPATION AGREEMENT)

Summer Palmer, Assistant City Manager, reminded the Council that in September of 2021 the Board approved the extension of the Lifetime CRA after Senate Bill 6001 passed. The bill allowed a community reinvestment agency to extend the tax increment collection period for up to two years for project areas that could demonstrate negative economic and financial impact related to COVID-19. Resolution 2022R-04 would approve and enter an updated development (tax participation) agreement with Lifetime Products, Inc. reflective of the two-year extension due to COVID-19.

There were no addition comments.

Director Phipps moved to approve Resolution 2022R-04 authorizing an amendment to the Lifetime Products Community Reinvestment Area (CRA) Development Agreement and authorize the Chair's signature to any necessary documents, seconded by Director Roper. The motion carried upon the following roll call vote: Voting AYE – Directors Bush, Peterson, Phipps, and Roper. Voting NO – None. Director Shepherd was not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Bush moved to adjourn as the CDRA and reconvene as the City Council in the work session following a 5-minute recess at 8:08 p.m., seconded by Director Peterson. The motion carried upon the following vote: Voting AYE – Directors Bush, Peterson, Phipps, and Roper. Voting NO – None.**

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

**APPROVED AND ADOPTED
This th day of , 2022**

/s/ , Chair

ATTEST:

/s/Nancy R. Dean, Secretary

I hereby certify that the foregoing represents a true, accurate, and complete record of the Clearfield Community Development and Renewal Agency meeting held Tuesday, July 26, 2022.

/s/Nancy R. Dean, City Recorder



STAFF REPORT

To: Clearfield City CDRA Board of Directors
From: Spencer W. Brimley, Community Development Director
Meeting Date: Tuesday, August 9, 2022
Subject: Decision on Exchange of Remnant CDRA Parcel (0.04 acres or 1742.4 SF)

RECOMMENDED ACTION

Staff recommends the board approve the exchange of remnant CDRA property located at 497 S. Main Street to Morgan Pavement and approve the CDRA Chairman's signature to any necessary documents.

BACKGROUND

The CDRA owns a parcel of real property that is 0.04 acres (1742.4 SF) immediately south of the MOC (Tax ID Number: 12-902-0002). Despite not being a part of the property utilized by the MOC, this parcel of land shares the same address of the MOC, 497 S. Main Street. This parcel is located immediately adjacent to the northwest boundary of Morgan Pavement and has been maintained (weeding, spraying, etc.) by Morgan Pavement since they located in Clearfield, approximately 22 years ago.

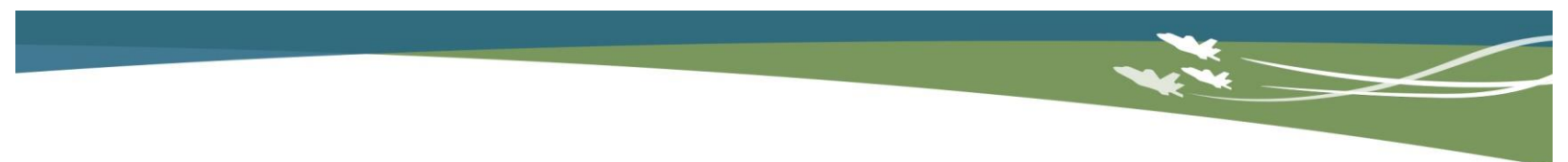
Morgan Pavement recently purchased a single-family dwelling located west of the parcel in question and would like to use the new property, along with the parcel in question to upgrade their facilities by building a new shop at this location. Zoning for this parcel is M-1 (manufacturing), which is consistent with the other parcels of land owned by Morgan Pavement in this area and would be consistent with their intended use of the property.

It is worth noting that Morgan Pavement has indicated that they are willing to allow SWAT/Police to use the recently purchased single-family dwelling for training until such time that it is demolished.

PRIOR CDRA WORK SESSION

Staff held a CDRA work session on July 12, 2022, to discuss options for the disposition of the remnant parcel. Staff provided a few options for the sale of the remnant parcel, which included selling the parcel at a price of \$3/SF. Director Peterson requested the board entertain and consider the exchange of striping services for the remaining section of 500 West rather than receive proceeds from the sale of the remnant parcel. The board agreed with this approach and directed Staff to meet with Morgan and discuss the following options for the disposition of the remnant parcel:

1. Exchange the remnant parcel for striping services to be provided on remaining section of 500 West: or
2. The CDRA would accept an offer from Morgan Pavement to purchase the remnant parcel for approximately \$5,227 dollars (\$3/SF x 1742.4 SF).



Corresponding Policy Priorities

- Providing Quality Municipal Services
- Improving Clearfield's Image, Livability, and Economy

Fiscal Impact

Either option will benefit the CDRA:

1. The CDRA (or the City) will save the time and costs associated with contracting for the future striping on 500 West for the area in question.
2. The CDRA will receive approximately \$5,227 dollars (\$3/SF x 1742.4 SF) as a result of selling the remnant parcel to Morgan Pavement.

Alternatives

Subject to alternative direction given by the board, Staff presents the following alternatives:

1. Agree to exchange the remnant parcel to Morgan Pavement in exchange for the stripping of a certain area of 500 West.
2. Agree to sell the remnant parcel to Morgan Pavement for approximately \$5,227 dollars (\$3/SF x 1742.4 SF).
3. Keep the parcel and take over maintenance of the property.

Schedule / Time Constraints

As stated above, Morgan Pavement has recently acquired the parcel directly to the west and would like to develop the two pieces of property together. However, Staff has not been made aware of any time constraints, nor has Staff received formal plans for development review at this time. During the recent meeting with Morgan, they restated their intent to develop the piece at some point but given certain market uncertainty maintain the property as is, with improvements/development to come at a later date. Morgan did indicate that as soon as SWAT/Police complete their trainings Morgan will be demolishing the adjacent building for safety and aesthetic reasons.

List of Attachments

- Vicinity/Parcel Map



VICINITY/PARCEL MAP

