

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
May 10, 2011 – REGULAR SESSION

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

Mission Statement: To provide services that enhance the quality of life in our community.

6:00 P.M. CDRA WORK SESSION

Discussion on a Professional Services Contract with RS Contract Management

****CDRA ADJOURN AND RECONVENE IN A CITY COUNCIL WORK SESSION****

CITY COUNCIL WORK SESSION

Discussion on Park Village Amended Development Agreement
Discussion on Park Village Final Subdivision Plat
Discussion on the 700 South Well
Discussion on Adopt A Highway Program

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Wood

OPENING CEREMONY:

Youth City Council Member Ashley Brown

APPROVAL OF MINUTES:

April 26, 2011 – Regular Session

PUBLIC HEARINGS:

1. **PUBLIC HEARING TO RECEIVE COMMENT ON CLEARFIELD CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE-YEAR ACTION PLAN FOR PROGRAM YEAR JULY 1, 2011 - JUNE 30, 2012**

BACKGROUND: A copy of the proposed 2011/2012 Community Development Block Grant (CDBG) One-Year Action Plan has been provided to the City Council. Citizens were given the opportunity to review the One Year Action Plan in the Community Development Department from March 23, 2011 until April 21, 2011. No written comments were received during this time period.

RECOMMENDATION: Receive public comment.

2. **PUBLIC HEARING TO CONSIDER A REQUEST BY RULON C. GARDNER AND CHRIS GAMVROULAS FOR AN AMENDED FINAL SUBDIVISION PLAT FOR PARK VILLAGE PHASE 1 AND PHASE 2 WHICH IS ZONED R-2 AND LOCATED IN THE VICINITY OF THE SOUTHWEST CORNER OF 300 NORTH AND 1000 WEST**

BACKGROUND: The amendment would abandon Parcel A (REF TIN: 12-693-0030) and distribute the parcel between lots 8 through 13 and 41 through 46 (TINS: 12-693-0008 through 12-693-0013 and 12-712-0041 through 12-712-0046). The Planning Commission opened the Public Hearing at their March 16, 2011 meeting and approved to continue the item to the April

20, 2011 Planning Commission meeting, at the request of the applicants. The Planning Commission recommended approval. This public hearing was opened and continued from the March 22, 2011 City Council Meeting.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. CITIZEN COMMENTS

4. CONSIDER ADOPTION OF CLEARFIELD CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE-YEAR ACTION PLAN FOR PROGRAM YEAR JULY 1, 2011 - JUNE 30, 2012

BACKGROUND: A copy of the proposed 2011/2012 Community Development Block Grant (CDBG) One-Year Action Plan has been provided to the City Council. Citizens were given the opportunity to review the One Year Action Plan in the Community Development Department from March 23, 2011 until April 21, 2011. No comments were received during this time period.

RECOMMENDATION: Approve the CDBG One-Year Action Plan for 2011/2012 and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF ADDENDUM NO. 3 TO THE PARK VILLAGE DEVELOPMENT AGREEMENT

BACKGROUND: Park Village Development Agreement, Addendum No. 3, is an amendment that modifies a referenced plat exhibit, modifies the project open space, clarifies remaining project improvements and timing, and other properly related matters thereto. The property is zoned R-2 and located in the vicinity of the southwest corner of 300 North and 1000 West. The Planning Commission unanimously recommended approval of the amendment to the Development Agreement on April 20, 2011.

RECOMMENDATION: Approve Addendum No. 3 to the Park Village Development Agreement and authorize the Mayor's signature to any necessary documents.

6. CONSIDER APPROVAL OF THE PARK VILLAGE AMENDED SUBDIVISION PLAT

RECOMMENDATION: Approve the Park Village Amended Subdivision Plat and authorize the Mayor's signature to any necessary documents.

7. CONSIDER ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2011/2012 AND SET A PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON THE BUDGET

BACKGROUND: The Tentative Budget as presented to the Council for adoption is a balanced budget for all funds. Presently, the certified tax rate has not been received from Davis County.

RECOMMENDATION: Approve the fiscal year 2011/2012 Tentative Budget and set a public hearing on the budget for Tuesday, June 14, 2011.

8. CONSIDER APPROVAL OF THE AWARD OF THE CONTRACT FOR ENERGY EFFICIENT LIGHTING UPGRADE

BACKGROUND: The City has been awarded a grant through the American Recovery and Reinvestment Act to upgrade and retrofit lighting fixtures and various components to become more energy efficient in various buildings throughout the City. Staff solicited bids for labor to complete the project. Materials for the project will be purchased through State Contract pricing. The lowest responsible bidder for the project is Positive Power located in Ogden, Utah in the amount of \$15,664. This amount also includes disposal of the lighting tubes that will no longer be used.

RECOMMENDATION: Award the contract to Positive Power for an energy efficient lighting upgrade project and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF FUNDING FOR THE PURCHASE AND INSTALLATION OF A NEW SUBMERSIBLE MOTOR FOR THE 700 SOUTH WELL

BACKGROUND: The City received bids from contractors to provide and install a new submersible motor for the 700 South Well. The City staff reviewed the bids and recommend awarding the contract to Delco Western with the bid amount of \$86,715.87 for the new submersible motor and \$9,115 for the replacement of the electrical service cable, for a total cost of \$95,830.87. Delco Western estimated it would take ten weeks to receive the new motor and one week to complete the installation for a total of eleven weeks to complete the project.

RECOMMENDATION: Approve the award of bid to provide and install a new submersible motor for the 700 South Well to Delco Western, bid amount for the motor of \$85,715.87 and \$9,115 for the electrical cable, for a total cost of \$95,830.87; 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 CDRA*****

1. APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE JANUARY 25, 2011 MEETING

2. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH RS CONTRACT MANAGEMENT, LLC

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

Dated this 5th day of May, 2011.


Nancy R. Dean, City Recorder



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

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. REGULAR SESSION
April 26, 2011

PRESIDING:	Don Wood	Mayor
PRESENT:	Marilyn Fryer	Councilmember
	Kathryn Murray	Councilmember
	Mark Shepherd	Councilmember
	Doyle Sprague	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Chris Hillman	City Manager
	Adam Lenhard	Community Development Dir.
	Greg Krusi	Police Chief
	Tracy Heun	Community Services Director
	Donna Russell	Aquatics Supervisor
	Bob Wylie	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
EXCUSED:	Brian Brower	City Attorney
	Scott Hodge	Public Works Director

VISITORS: Ruth Kjar – Syracuse Arts Academy, Kevin Reid, Steve Carpenter – Utah Recreation & Parks Association, Christian Carlson, Joy Brown – American Legion, Denise and Kiersten Adams, Kyler Bybee, Michael Britton, Ethan Salmond, Devan Reynolds, Jorn Larsen, Doxie and Tim Larsen, Keegan Musaalo, Jacob Harrison, Mark Howard, Josh Johnson, Garrett Palmer, Parker Bowden, Andrew Smith, Michael Crawford, Jadon Recorder, David Steinke, Mackenzie Bollwinkel, Alex Haywood

Mayor Wood recognized the Youth City Council for their participation with the Council during the meeting. Mayor Wood expressed appreciation to their advisors for their time, energy and effort in working with the youth of Clearfield's community.

Mayor Wood recognized the Boy Scouts in the audience and expressed appreciation to their leaders for sharing their time to benefit the youth of the community.

Mayor Wood informed the citizens present that if they would like to comment during Citizen Comments there were forms to fill out by the door.

Youth City Councilmember Ashley Brown conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE APRIL 12, 2011 REGULAR SESSION

Councilmember Young moved to approve the minutes from the April 12, 2011 regular session as written, seconded by Councilmember Sprague. All voting AYE.

PRESENTATION OF OUTSTANDING PROGRAM AWARD

The Clearfield City Make-A-Splash program was recently awarded the Outstanding Program of the Year Award for 2010 by the Utah Recreation and Parks Association (URPA). Steve Carpenter, URPA Executive Director, was in attendance to present the award.

Steve Carpenter, URPA, stated this was not the first time he had presented the prestigious Outstanding Program Award to Clearfield City. He mentioned the organization consisted of 500 members which was recognized as the state affiliate of the National Recreation and Parks Association which had over twenty thousand members nationally. He explained the goal of the Association was to promote active living, healthy lifestyle and personal development. He reported the organization met the first week in March for its annual conference during which the outstanding program awards were announced. He acknowledged Mayor Wood and commented he had been highlighted in the national magazine for his support of the City's recreation program. He remarked the City had previously received recognition for its "Out and About Program" and the Youth Resource Center. He reported the recreation staff at Clearfield City was nationally known and respected for their efforts promoting healthy lifestyles for its residents.

Mr. Carpenter presented the award to Mayor Wood, Tracy Heun, Community Services Director, and Donna Russell, Aquatics Supervisor. He informed the Council one of the elements in receiving the award had to do with the number of individuals influenced by the program and the importance of the program. He shared the statistic that the number one cause of accidental death in children age fourteen and under in Davis County was drowning. He pointed out the City's "Make A Splash" Program had a direct affect to the public. He added there were also a number of partnerships with the U. S. Swimming Association and the Red Cross and local elementary schools.

Mayor Wood expressed appreciation to Ms. Heun and Ms. Russell and the other recreation staff for making Clearfield City an enjoyable place to live.

CITIZEN COMMENTS

Ruth Kjar, was requesting financial, food or in kind support of a 5k run for which proceeds would be used to support the Syracuse Arts Academy. She indicated many of the school's students were Clearfield residents and due to the fact the Syracuse Arts Academy was a Charter School, it did not receive any public funding. She reported there would be a small entry fee of \$7 with most of that going toward the T-shirt for participants. She indicated planners were hopeful

the 5k would be an annual fund raising event to benefit the school and explained the proposed route along the Jensen Park trail.

Mayor Wood inquired if Ms. Kjar had requested funds from Syracuse City and if so what response was received. Ms. Kjar responded she had not yet approached Syracuse City because she was a Clearfield resident. She emphasized the students attending the school were from various Davis County cities. Mayor Wood inquired if the sponsor's names would be displayed on the T-shirts or recognized in another way. Ms. Kjar responded she couldn't guarantee the name of the sponsors appearing on the T-shirt but stated it was the intention to acknowledge the sponsors throughout the 5k. Mayor Wood announced the City had policies specific to donations and sponsorships and suggested Ms. Kjar visit with Tracy Heun, Community Services Director, to determine if the request met with the City policy.

APPROVAL OF A PROCLAMATION DECLARING MAY 2, 2011 AS LIFETIME PRODUCTS APPRECIATION DAY

Lifetime Products, headquartered in Clearfield, Utah, would be celebrating 25 years in business this May. Lifetime employed over 1500 individuals and had provided countless volunteer hours to the City which had resulted in beautification and support of the community. The City valued the relationship it had with Lifetime and desired to officially declare Monday, May 2, 2011 as Lifetime Products Appreciation Day in Clearfield City.

Councilmember Sprague inquired if Lifetime had approached the City requesting the Proclamation. Mayor Wood responded an invitation had been extended to the City to attend their celebration on May 2, 2011. He reported he additionally was contacted by the Salt Lake Chamber of Commerce. He shared some of the many service projects which had benefitted Clearfield City over the years and estimated the cost savings to the City in either service hours or in kind donations. He expressed his opinion it would be appropriate for the City to recognize Lifetime Products by approving the Proclamation in addition to a plaque which he would present to Lifetime at the May 2, 2011 celebration.

Councilmember Sprague moved to approve the Mayor's signature to the Proclamation officially declaring May 2, 2011 as Lifetime Products Appreciation Day in Clearfield City, seconded by Councilmember Young. All voting AYE.

APPROVAL OF RESOLUTION 2011R-06 APPOINTING ADAM LENHARD AS INTERIM CITY MANAGER

Chris Hillman, City Manager, had officially submitted his resignation and would conclude his employment with the City on May 4, 2011. The City Council desired to appoint Adam Lenhard, Community Development Director, as Interim City Manager until the position could be filled on a long-term basis.

Mayor Wood shared some statistics specific to the City of Surprise Arizona where Mr. Hillman had accepted a job as City Manager. Councilmember Shepherd read the Resolution.

Councilmember Shepherd moved to approve Resolution 2011R-06 appointing Adam Lenhard as Interim City Manager and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Fryer, Murray, Shepherd, Sprague and Young. Voting NAY – None.

Councilmember Fryer stated she would miss Mr. Hillman and hoped to visit him in Arizona.

Adam Lenhard, Interim City Manager, expressed appreciation to the Mayor and City Council's vote of confidence and stated Mr. Hillman would be missed. He believed the City had extremely dedicated and hard-working employees and commented how the Make A Splash Program was an example. He expressed appreciation to the Council for its hard work on behalf of the citizens of the City. He understood the position was of a temporary nature and commented he was committed and dedicated to manage the City in a responsive, transparent and fiscally sound manner. He informed the Council he would have an open door and encouraged them to visit regarding questions, issues or ideas. He expressed appreciation for the opportunity.

Austin McMillan, Youth City Council Mayor, said he would also miss Mr. Hillman and shared his personal experience of getting to work with him.

APPROVAL OF THE COMMUNITY MOVIE TOUR BOOK AGREEMENT WITH CGI COMMUNICATIONS

Clearfield City completed a short video in 2007 produced by CGI Communications which included a welcoming statement from the Mayor providing additional City information which was embedded in the City web site. The City would like to update the video with current information and would like to have CGI Communications produce the video. There is no charge to the City. CGI Communications would sell advertising to cover the cost of the video.

Councilmember Sprague moved to approve the agreement with CGI Communications for a Community Movie Tour Book Agreement and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. All voting AYE.

COMMUNICATION ITEMS:

Financial Reports – Bob Wylie, Administrative Services Director, presented the financial reports to the Council. He stated the expenditures were within parameters at this time. He reported the General Fund revenues specific to sales tax were seeing a slight increase over this same time last year. He was hopeful the sales tax figure would be within budgeted amounts.

Mayor Wood

1. Informed the Council of the anniversary for Lifetime Products 11:00 a.m. on Monday, May 2, 2011, in Building H12 in the Freeport Center. He requested the Council's attendance.
2. Reminded the Council of Mr. Hillman's farewell social scheduled for May 3, 2011 at 6:00 p.m.
3. Mentioned the City had sponsored a table at the Davis Education Gala scheduled for Friday, April 29, 2011. He stated invitations had been extended to the Principal and Vice-principals and their spouses from Clearfield High.

Councilmember Fryer

1. Reported she was involved with the interview process for the City Manager position when Mr. Hillman was selected and indicated she knew right away he would be a great addition to the City. She was grateful for all he had contributed to the City and indicated she would miss him.
2. Informed the Council the art exhibit on the first floor was art from the junior high and high school. She encouraged everyone to take a few minutes to visit the exhibit as there were some extraordinary pieces.

Councilmember Murray – nothing to report.

Councilmember Shepherd

1. Reported he would be out of town on Tuesday, May 10, 2011.
2. Stated he would also miss working with Mr. Hillman and expressed confidence in Mr. Lenhard's abilities to manage the City.

Councilmember Sprague

1. Reported he had the opportunity to participate in the interviews for the City Manager position four years ago during which Mr. Hillman was interviewed. He stated at that time it was immediately apparent he was the right candidate for the job. He stated he would miss working with him and expressed his opinion he had done a tremendous job improving the City's image. He mentioned he was excited for Mr. Lenhard's opportunity and looked forward to working with him.
2. Informed the Council the Easter egg hunt was successful and expressed appreciation to the Community Services staff.

Councilmember Young – Expressed appreciation to Mr. Hillman for his work, vision and the energy he brought to Clearfield City.

Austin McMillan, Youth City Council Mayor

1. Expressed appreciation to the City for allowing them the opportunity to attend Utah State to participate in a leadership conference sponsored by the Utah League of Cities and Towns.
2. Reported the Youth City Council's recent fund raiser was a dance held at City Hall on March 18, 2011. He stated it was a great activity and was very successful.

Chris Hillman, City Manager - Stated he had been honored and privileged to work with the Mayor and City Council and expressed appreciation to them for always being willing to work through the complicated issues. He expressed appreciation to the staff and executive staff for their support. He mentioned he would be taking his skills and ideas learned during his tenure in Clearfield to his new employment opportunity.

STAFFS' REPORTS:

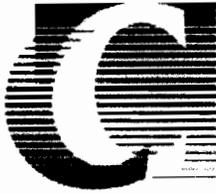
Nancy Dean, City Recorder

1. Reminded the Council of Mr. Hillman's social on Tuesday, May 3, 2011 at 6:00 p.m.
2. Stated the tentative budget would be adopted during the City Council meeting scheduled for Tuesday, May 10, 2011. She informed the Council of a work session scheduled for Tuesday, May 17, 2011, and a regular session on Tuesday, May 24, 2011.

There being no further business to come before the Council **Councilmember Fryer moved to adjourn at 7:55 p.m., seconded by Councilmember Murray. All voting AYE.**

ATTACHMENT

2



**CLEARFIELD CITY
CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and City Council

FROM: Valerie Claussen, MPA, AICP
City Planner
vclaussen@clearfieldcity.org (801) 525-2785

MEETING DATE: May 10, 2011

SUBJECT: A.) Discussion and Possible Action on **DA 11-005**, an amendment to the Gardner Park Village Development Agreement (Addendum No. 3), to modify a referenced plat exhibit, to modify the project open space, to clarify remaining project improvements and timing, and other properly related matters thereto. The property is zoned R-2 and located in the vicinity of the southwest corner of 300 N and 1000 W.

B.) Public Hearing, Discussion and Possible Action on **FSM 11-006**, a request by Rulon C. Gardner and Chris Gamvroulas for an Amended Final Subdivision Plat for Park Village Phase 1 and Phase 2, to abandon Parcel A (Ref TIN: 12-693-0030) and distribute the parcel between Lots 8-13 and 41-46 (TINs: 12-693-008 to -0013 and 12-712-0041 to -0046). The property is zoned R-2 and located in the vicinity of the southwest corner of 300 N and 1000 W.

RECOMMENDATIONS

A.) Move to **approve** DA11-005, amending Gardner Park Village Development Agreement by adding Addendum No. 3, based on the discussion and findings provided in the Staff Report.

B.) Move to **approve** FSP 11-006, an Amended Final Subdivision Plat for Park Village Phase 1 and Phase 2, based on the discussion and findings provided in the Staff Report, and in accordance with the Amended Development Agreement.

PLANNING COMMISSION

At their April 20, 2011 meeting, the Planning Commission unanimously recommended approval of both the Development Agreement and Amended Final Subdivision Plat.

PREVIOUSLY SCHEDULED

These items were continued from the March 22, 2011 City Council meeting.

PROJECT SUMMARY

Project Information	
Project Name	Park Village
Site Location	Approximately 300 North and 1000 W
Applicant	Scott Gardner Gardner Park Village, LLC
Owners	Rulon Gardner Gardner Park Village Chris Gramvroulas Clearfield Park Village
Proposed Actions	Amend Development Agreement (Addendum No. 3)
Current Zoning	R-2 SP (Medium Density Residential, Special Purpose Overlay)
Land Use Classification	Residential Area
Gross Site Area	+/- 7.67 acres
Existing Density	+/- 6.5 DU/AC
Proposed Residential Lots	50 lots
Developed Lots	13 lots

Vicinity Map



Surrounding Properties and Uses:		Current Zoning District	Comprehensive Plan Land Use Classification
North	300 North, than Winegar's Market	C-2 (Commercial Zone)	Commercial
East	Single-family Residence	A-1 (Agricultural)	Commercial
South	Westwood Subdivision and low Density Single-family Residences	R1-8 (Low density residential) and A-1 (Agricultural)	Residential
West	Westwood Subdivision	R1-8 (Low density residential)	Residential

Zoning Map



HISTORY

February 15, 2006/ March 1, 2006	Planning Commission recommends approval of several General Plan Amendments, which included changing the subject site from a Commercial to Residential classification.
March 28, 2006	City Council approves several General Plan Amendments which included changing the subject site from a Commercial to Residential classification.
April 19, 2006	Planning Commission recommends approval of Park Village rezoning from A-1 to R-2(SP).
April 25, 2006	City Council approves the rezoning of Park Village and adopts Ordinance 2006-07.
May 17, 2006	Planning Commission recommends approval of the preliminary plat for Park Village.
September 6, 2006	Planning Commission recommends approval of Park Village Final Subdivision Plat and the original Development Agreement.
September 12, 2006	City Council approves Park Village Final Subdivision Plat and the original Development Agreement.
September 5, 2007	Planning Commission recommends approval of Addendum No.1 to the Development Agreement that modified floor plan requirements.
September 18, 2007	City Council approves Addendum No.1 to the Development Agreement that modified floor plan requirements.
October 17, 2007	Planning Commission recommends approval of Addendum No. 2 to the Development Agreement that modified building setbacks.
October 23, 2007	City Council approves Addendum No.2 of the Development Agreement that modified building setbacks.
March 16, 2011	Planning Commission opens the Public Hearing and continues the item to the April 20, 2011 Planning Commission meeting.
March 22, 2011	City Council opens the Public Hearing and continues the item to the May 10, 2011 City Council meeting.
April 20, 2011	Planning Commission recommends approval of Addendum No. 3 Development Agreement and Amended Final Subdivision Plat for Phases 1 and 2.

ANALYSIS

Master Plan and Zoning

The site is located in the northwestern portion of the City, in the vicinity of 300 North and 1000 West. The property has a Master Plan Land Use Classification of Residential, and is zoned R-2 SP, medium density residential with a Special Purpose Overlay. The proposed project is consistent with both the Master Plan and existing zoning. Fifty units on approximately 7.673 acres are within the density standards of not more than eight units to the acre.

Background

Rezoning from an A-1 zoning to R-2 (SP) for Park Village was approved on April 25, 2006. Final Plat and the original Development Agreement approval occurred on September 12, 2006. The original Development Agreement was subsequently amended which modified floor plan standards, allowing for one-story single-family homes with basements, or a two-story loft at not to exceed 1,070 and then a second amendment that modified building setbacks.

The request for an amended Development Agreement is to reference an amended plat, to modify the project's open space, and to clarify outstanding improvements and the timing of those improvements. The Development Agreement is attached to this report (*See Attachment 1*). Thirteen lots are currently developed with homes. Lots 1 through 6, Lot 14, Lots 18 through 21, Lot 33, and Lot 49 and are not included in this Development Agreement. Lot 8, due to its location to the open space being distributed to adjacent parcels, is affected.

The Final Plat amendment consists of abandoning the 23-foot wide open strip located in the center of the project and to distribute that open space parcel among the abutting lots (*See Attachment 2: Amended Final Plat and Attachment 3: Original Park Village Plats*). The applicant has indicated the major concern with the existing layout is that the easement, once the lots are developed and fenced, will create more of an alley than a green space (*See Attachment 4: Applicant Letter*).

Development Agreement

Under Title 11 (11-1-16) of the Clearfield Land Use Ordinance, Development Agreements may be entered into for several purposes. The applicable purposes for this particular development would include the following:

- Resolving issues regarding unique features or challenges confronting development
- Clarifying the application of code requirements or City standards
- Ensuring adherence to the overall intent of this Code

Amended Plat

The referenced exhibit is updated to reflect the amended plat of Park Village Phase 1 and Phase 2.

Reduction in Open Space

Development Agreements may modify specific type of development standards. Title 11 Chapter 13 Section 23(l) *Landscaping Standards and Requirements* includes a provision specifically about the reduction of open space (similar to what is established in Chapter 1 Section 16(B)). At the time of the original plat there were no minimum requirements for landscaped open space. The Land Use Ordinance has since been amended, and has a minimum requirement, but

permits a reduction with a Development Agreement. The findings that must be met to approve a reduction in landscape open area are discussed in the section below.

Project Improvements and Timing

The Development Agreement clarifies some project improvements that need to be completed and the timing of those improvements. Items addressed include a fencing plan, detention pond improvements, common area water meters, sidewalk improvements, and road repairs.

The timing of most of these improvements is directly tied to the issuance of building permits and Certificates of Occupancies. For instance, the sidewalk improvements will occur on a lot by lot basis when they are developed, whereas, the landscaping and fencing along 300 North are date specific. Other improvements, such as the detention pond, are based on the number of building permits that are issued in the subdivision that trigger the completion prior to a given number of permits issued. In this instance it is no later than the 21st permit being issued for any lot in the subdivision that the detention pond is to be completed.

Amended Final Subdivision Plat

An amended Final Subdivision Plat for Phases 1 and 2 has been proposed for the purposes of eliminating the open space between twelve lots that lie in the middle of the development. The change to the plat still meets zoning regulations, subject to an approved Development Agreement and is consistent with the Master Plan for the continued orderly growth of the City.

Public Comment

No public comment has been received to date.

FINDINGS

Development Agreement

Clearfield Land Use Ordinance Section 11-1-16 and 11-13-23(I) establishes the Findings the Planning Commission shall make to recommend approval to the City Council of Development Agreements when modifying certain types of development standards, in this instance reducing landscaped open space. The findings and staff's evaluation are outlined below:

Modified Development Standard(s) Under Consideration	
<p><i>Landscaped Open Space reduction</i> Reducing the open space from 5.87% to 3.8%</p>	
Finding	Staff Analysis
<p>A. The granting of the modification will not adversely affect the rights of adjacent landowners or residents.</p>	<p>The reduction of open space will not adversely affect the rights of adjacent landowners or residents. Other areas of open space remain on the project.</p>

B.	The modification desired will not adversely affect the public health, safety or general welfare; and	The modification to distribute the open space parcel among the abutting properties will not adversely affect the public health, safety or general welfare; the applicant has stated it should increase safety for the residents.
C.	The granting of the modification will not be opposed to the general spirit and intent of this Title or the General Plan	At the time of the original plat there were no minimum requirements for landscaped open space. The Land Use Ordinance has since been amended, and has a minimum requirement, but permits a reduction with a Development Agreement. The intent of the Land Use Ordinance can reasonably be met under these circumstances.

ATTACHMENTS

1. Development Agreement, Addendum No. 3
2. Park Village Phase 1 and 2 Amended Final Plat
3. Park Village Original Final Plat
4. Applicant Letter

ADDENDUM NO. 3

to
DEVELOPMENT AGREEMENT
between
CLEARFIELD CITY
and
GARDNER PARK VILLAGE, LLC.

PURPOSE: THIS ADDENDUM AMENDS THE DEVELOPMENT AGREEMENT BETWEEN CLEARFIELD CITY CORP. AND GARDNER PARK VILLAGE, LLC, DATED AUGUST 29, 2006 (“Agreement”), SETTING FORTH SPECIFIC TERMS AND CONDITIONS REGARDING THE DEVELOPMENT OF AND CONSTRUCTION ON CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1075 W. 300 N., CLEARFIELD, UTAH.

The Agreement referenced above is hereby amended as follows:

- A. The Agreement shall be by and between Clearfield City (the “City”), Gardner Park Village, LLC (“GPV”), its successors and assigns, and Clearfield Park Village, LLC. (“CPV”), its successors and assigns.
- B. The final sentence of paragraph 1.a. regarding Lot 8 is hereby stricken.
- C. Prior to building permits being issued, all elevations for homes to be built by CPV, its successors or assigns, shall be submitted to the City for administrative review to check for compliance with the Agreement as amended as well as all applicable City ordinances. Upon written approval from the City of an elevation for a particular lot, said elevation shall be attached as an exhibit to the Development Agreement and will become a binding part of the Agreement by this reference. Unless the proposed home elevation is already in substantial conformance with the elevations previously approved for this subdivision, then the review will occur at the building permit submittal.
- D. GPV and CPV have submitted an application to the City to amend a portion of the original subdivision Plats of Phase 1 and Phase 2. Upon final approval by the Clearfield City Council as well as full execution and recording at the Davis County Recorder’s Office, the amended Plat shall supersede the portions of the original Plats in Exhibit B that have now been modified. The amended Plat is attached hereto as Exhibit C to the Agreement and by this reference becomes a binding part of the Agreement.
- E. Pursuant to Title 11, Chapter 13, Section 23, paragraph (I) of the City’s land use ordinance, the percentage of required landscaped open space may be modified through a development agreement if the City Council makes the following findings:
 - 1. The granting of the modification does not adversely affect the rights of adjacent landowners or residents;
 - 2. The modification does not adversely affect the public health, safety or general welfare; and
 - 3. The granting of the modification is not opposed to the general spirit and intent of the Land Use Ordinance or the General Plan.

Pursuant to this Addendum and based upon the findings of the City's Planning Commission as adopted by the City Council, the open space requirement for the Agreement shall be not less than 3.78 percent.

F. Improvement plan.

1. Fencing plan. As of the date of this Addendum, six foot vinyl fencing currently exists along the following lots: Lots 1 thru 7, Lots 14 thru 21, Lot 33, and Lots 47 thru 50. The remaining six foot vinyl fencing will be installed and completed when each home is constructed on each individual lot prior to final inspection. The fencing must be completed prior to obtaining a Certificate of Occupancy for any given lot. The approved fencing plan is attached hereto as Exhibit D to the Development Agreement and by this reference becomes a binding part of the Agreement.

GPV, its successors and assigns, will specifically be responsible for completing the fencing for the following lots: Lots 11-A thru 13-A, Lots 34 thru 36 and Parcel "B". CPV, its successors and assigns, will specifically be responsible for completing the fencing for the following lots: Lots 22 thru 32, Lots 44-A thru 46-A, and 47-48

The fencing along 300 North will be installed no later than May 31, 2011. Six-foot high vinyl fencing, similar or same to the existing vinyl fencing in the project, shall be used. GPV will be responsible for lots 34 thru 36 and CPV will be responsible for lots 37 thru 40.

2. Detention pond improvements. The Parcel "B" detention pond improvements (including the full irrigated landscaping, sod and automatic sprinkler system) will be completed by GPV, its successors and assigns, no later than the twenty-first building permit being issued for *any* lot in the subdivision. This also includes the installation of the fencing along property line of the southwest corner of the project up to the property lines of Lot 27 and Lot 28.
3. Landscaping improvements along 300 North. Within 60 days of the fencing along 300 North being completed, the landscape shall be installed by GPV, its successor and assigns, and in no instance later than July 30, 2011 Should the improvements not be completed by that date no further building permits for lots 34 thru 36 will be issued.
4. Common area water meters. GPV will be responsible for the "Detention Pond" common area water meter installation at the time of detention pond improvements, but no later than the twenty-first building permit issued for *any* lot in the subdivision.. GPV will be responsible for the "Lot 40 Area" common area water meter prior to issuance of any Certificates of Occupancy for Lots 30 through 32 and Lots 34-40. GPV and CPV will split the cost for the "Middle Parcel Area" common area water meter installation to occur prior to issuance of any Certificates of Occupancy for Lots 9-A thru 13-A and 41-A thru 46-A.
5. Sidewalk improvements. The sidewalks will be installed and completed when each home is constructed on each individual lot prior to final inspection. The sidewalks, as shown on the approved Park Village Civil Improvement Plans (which is attached hereto as Exhibit E to the Development Agreement and by this reference becomes a

binding part of the Agreement), for any given lot must be completed prior to obtaining a Certificate of Occupancy for that lot.

GPV, its successors and assigns, will be responsible for completing the sidewalks for the following lots: Lots 34 thru 36 and Parcel "B". CPV, its successors and assigns, will be responsible for completing the sidewalks for the following lots: Lots 22 thru 32, and Lots 37 thru 40.

6. GPV agrees to complete street overlay improvements on all the private streets within the subdivision no later than the thirty-third building permit being issued for any lot in the subdivision as discussed in the City Council Work Session on September 7, 2010.
- G. The recordation of this document shall be the responsibility of GPV and shall occur no later than thirty days after the date of Council approval.
- H. The individual parties, GPV, its successors or assigns and CPV, its successors or assigns will be held to fulfilling the obligations set forth in this agreement. Should one party fail to fulfill the obligations, the issuance of the other party's building permits will not be affected. Lot ownership is depicted in Exhibit F.

The Parties hereby amend the Development Agreement dated August 29, 2006 as set forth above this

_____ day of _____, 2011.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST:

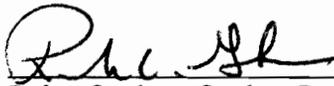
Nancy R. Dean, City Recorder
APPROVED AS TO CONTENT:

Community Development Director

APPROVED AS TO FORM:

City Attorney's Office

OWNER



Rulon Gardner, Gardner Park Village, LLC

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On the 21 day of APRIL, 2011 personally appeared before me, Mr. Rulon Gardner, as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of Gardner Park Village, LLC to execute the same.

Constance Miller
NOTARY PUBLIC



Residing: Salt Lake City

OWNER

~~Chris Gamvroulas~~, Clearfield Park Village, LLC
CLARK D. IVORY

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF Salt Lake)

On the 27 day of April, 2011 personally appeared before me, Mr. ~~Chris~~^{CLARK D. IVORY}
~~Gamvroulas~~, as signer of the foregoing document, who duly acknowledged to me that he has corporate
authority on behalf of Clearfield Park Village, LLC to execute the same.

NOTARY PUBLIC

Residing: SLL, UT

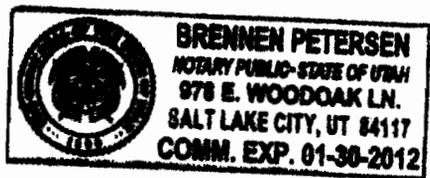


EXHIBIT C

Need 317122
-82

PARK VILLAGE PHASE 1 and PHASE 2 AMENDED PLANNED RESIDENTIAL UNIT DEVELOPMENT (P.R.U.D.)

SALT LAKE VALLEY, UTAH
TOWNSHIP 4 NORTH RANGE 1 WEST

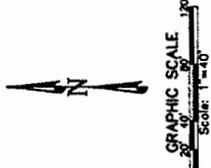


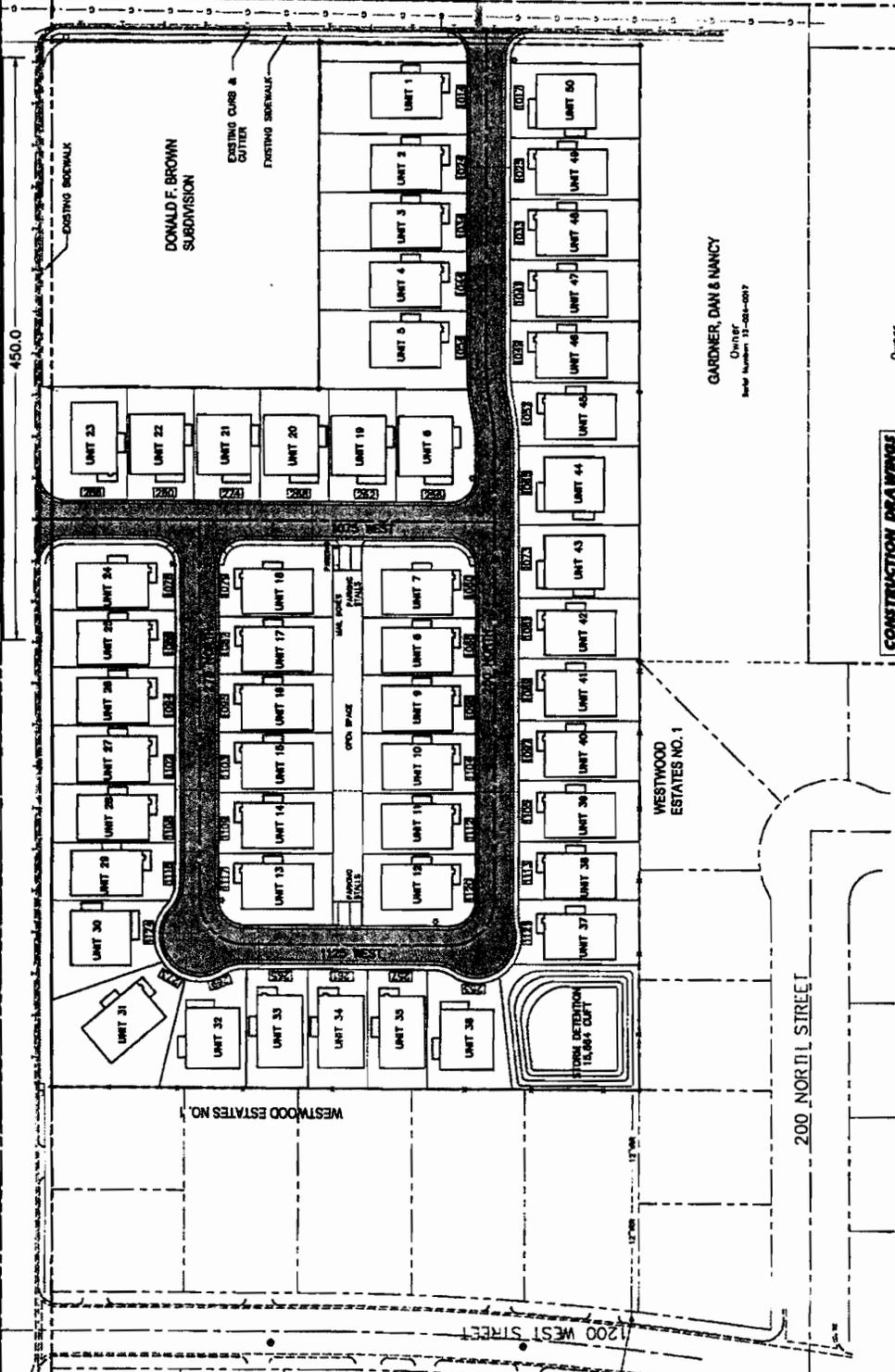
EXHIBIT E

CLAIR & JOAN
HELSON

PROJECT NO. 05080031
SHEET NO. C-01
DATE: 07/20/07
SCALE: AS SHOWN

1000 WEST

SEE PAVED ISLAND TYPE 'B' CURB WITH PLUMBABLE END SECTION SEE DETAIL SHEET 13 (ISLAND TO FOLLOW EXISTING DOUBLE YELLOW STRIPING)



CONSTRUCTION DRAWINGS
FORSYREN ASSOCIATES, INC.
250 WEST 100 SOUTH
SALT LAKE CITY, UT 84111

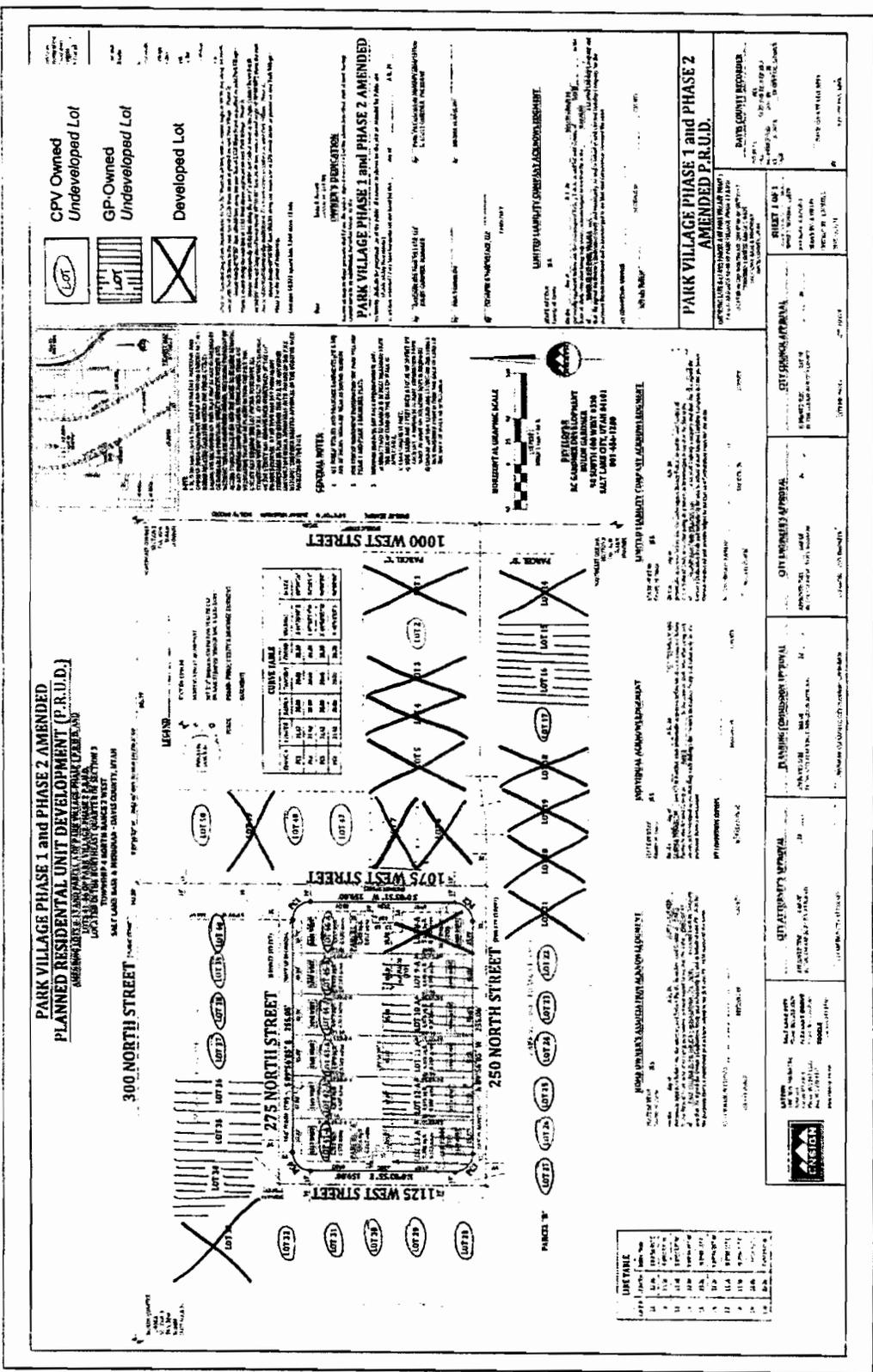
PARK VILLAGE CLEARFIELD, UTAH

OWNER: GARDNER, DAN & NANCY
DATE: 11-08-01
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PARK VILLAGE
SITE PLAN

Ownership Exhibit based on information obtained from Davis County Recorder's REIA Website on April 18, 2011.

EXHIBIT F: OWNERSHIP EXHIBIT



UTILITY

LOT	OWNER	TYPE
1	CPV	Undeveloped
2	CPV	Undeveloped
3	CPV	Undeveloped
4	CPV	Undeveloped
5	CPV	Undeveloped
6	CPV	Undeveloped
7	CPV	Undeveloped
8	CPV	Undeveloped
9	CPV	Undeveloped
10	CPV	Undeveloped
11	CPV	Undeveloped
12	CPV	Undeveloped
13	CPV	Undeveloped
14	CPV	Undeveloped
15	CPV	Undeveloped
16	CPV	Undeveloped
17	CPV	Undeveloped
18	CPV	Undeveloped
19	CPV	Undeveloped
20	CPV	Undeveloped
21	CPV	Undeveloped
22	CPV	Undeveloped
23	CPV	Undeveloped
24	CPV	Undeveloped
25	CPV	Undeveloped
26	CPV	Undeveloped
27	CPV	Undeveloped
28	CPV	Undeveloped
29	CPV	Undeveloped
30	CPV	Undeveloped
31	CPV	Undeveloped

APPROVALS:

- CITY OF DAVIS COUNTY:** [Stamp]
- PLANNING DEPARTMENT:** [Stamp]
- UTILITY DEPARTMENT:** [Stamp]
- LAND USE DEPARTMENT:** [Stamp]
- ENGINEER:** [Stamp]
- DATE:** [Stamp]

OWNER: [Stamp]

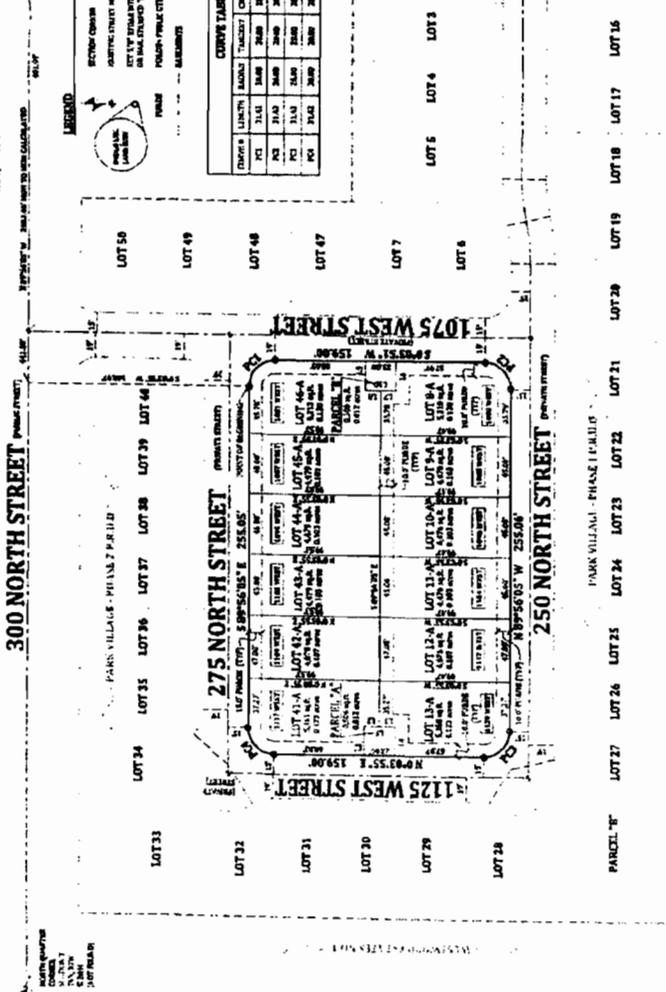
PROJECT: [Stamp]

ADDRESS: [Stamp]

LOT: [Stamp]

PARK VILLAGE PHASE 1 and PHASE 2 AMENDED PLANNED RESIDENTIAL UNIT DEVELOPMENT (P.R.U.D.)

AMENDING LOTS 28-31 AND PARCELS A, B AND C OF PARK VILLAGE PHASE 1 P.R.U.D.
LOCATED IN THE NORTHEAST QUARTER OF SECTION 3
SALT LAKE COUNTY, UTAH



TRACT	UNITS	BAKING	THAWING	CHILLING	WATER	SEWER
LOT 28	1	1	1	1	1	1
LOT 29	1	1	1	1	1	1
LOT 30	1	1	1	1	1	1
LOT 31	1	1	1	1	1	1
LOT 32	1	1	1	1	1	1
LOT 33	1	1	1	1	1	1
LOT 34	1	1	1	1	1	1
LOT 35	1	1	1	1	1	1
LOT 36	1	1	1	1	1	1
LOT 37	1	1	1	1	1	1
LOT 38	1	1	1	1	1	1
LOT 39	1	1	1	1	1	1
LOT 40	1	1	1	1	1	1
LOT 41	1	1	1	1	1	1
LOT 42	1	1	1	1	1	1
LOT 43	1	1	1	1	1	1
LOT 44	1	1	1	1	1	1
LOT 45	1	1	1	1	1	1
LOT 46	1	1	1	1	1	1
LOT 47	1	1	1	1	1	1
LOT 48	1	1	1	1	1	1
LOT 49	1	1	1	1	1	1
LOT 50	1	1	1	1	1	1
LOT 51	1	1	1	1	1	1
LOT 52	1	1	1	1	1	1

LINE TABLE	UNITS	BAKING	THAWING	CHILLING	WATER	SEWER
1	1	1	1	1	1	1
2	1	1	1	1	1	1
3	1	1	1	1	1	1
4	1	1	1	1	1	1
5	1	1	1	1	1	1
6	1	1	1	1	1	1
7	1	1	1	1	1	1
8	1	1	1	1	1	1
9	1	1	1	1	1	1
10	1	1	1	1	1	1
11	1	1	1	1	1	1
12	1	1	1	1	1	1
13	1	1	1	1	1	1
14	1	1	1	1	1	1
15	1	1	1	1	1	1
16	1	1	1	1	1	1
17	1	1	1	1	1	1
18	1	1	1	1	1	1
19	1	1	1	1	1	1
20	1	1	1	1	1	1
21	1	1	1	1	1	1
22	1	1	1	1	1	1
23	1	1	1	1	1	1
24	1	1	1	1	1	1
25	1	1	1	1	1	1
26	1	1	1	1	1	1
27	1	1	1	1	1	1
28	1	1	1	1	1	1
29	1	1	1	1	1	1
30	1	1	1	1	1	1
31	1	1	1	1	1	1
32	1	1	1	1	1	1
33	1	1	1	1	1	1
34	1	1	1	1	1	1
35	1	1	1	1	1	1
36	1	1	1	1	1	1
37	1	1	1	1	1	1
38	1	1	1	1	1	1
39	1	1	1	1	1	1
40	1	1	1	1	1	1
41	1	1	1	1	1	1
42	1	1	1	1	1	1
43	1	1	1	1	1	1
44	1	1	1	1	1	1
45	1	1	1	1	1	1
46	1	1	1	1	1	1
47	1	1	1	1	1	1
48	1	1	1	1	1	1
49	1	1	1	1	1	1
50	1	1	1	1	1	1
51	1	1	1	1	1	1
52	1	1	1	1	1	1

HOME OWNERS ASSOCIATION ACKNOWLEDGMENT
STATE OF UTAH
County of Salt Lake

I, _____, do hereby acknowledge that the above described property is being conveyed to the Home Owners Association of the Park Village Phase 1 and Phase 2 P.R.U.D. and that I am a member of said Home Owners Association.

BY _____
DATE: _____

INDIVIDUAL ACKNOWLEDGMENT
STATE OF UTAH
County of Salt Lake

I, _____, do hereby acknowledge that the above described property is being conveyed to me and that I am the owner of said property.

BY _____
DATE: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF UTAH
County of Salt Lake

I, _____, do hereby acknowledge that the above described property is being conveyed to the Limited Liability Company and that I am a member of said Limited Liability Company.

BY _____
DATE: _____

GENERAL NOTES

- ALL PUBLIC UTILITIES SHALL BE LOCATED AND DEEPENED TO ACCOMMODATE THE PROPOSED DEVELOPMENT.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
- THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING EASEMENTS AND RIGHTS.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING RECORDS AND DOCUMENTS.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING SURVEY DATA.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING ZONING REGULATIONS.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING ENVIRONMENTAL REGULATIONS.
- THE DEVELOPER SHALL MAINTAIN ALL EXISTING HISTORICAL REGULATIONS.



CITY ENGINEERS APPROVAL
APPROVED BY: _____
DATE: _____

PLANNING COMMISSION APPROVAL
APPROVED BY: _____
DATE: _____

CITY COUNCIL APPROVAL
APPROVED BY: _____
DATE: _____

DEVELOPER INFORMATION
NAME: _____
ADDRESS: _____
PHONE: _____

OWNER'S INFORMATION
NAME: _____
ADDRESS: _____
PHONE: _____

BOUNDARY DESCRIPTION
The boundary description is as follows: _____

OWNER'S DECLARATION
I, _____, do hereby declare that the above described property is being conveyed to me and that I am the owner of said property.

BY _____
DATE: _____

AMENDED P.R.U.D.

ATTACHMENT 2: AMENODED PLAN

UNSUBDIVIDED LOTS, LEVIN COUNTY, OHIO

LOCATED IN THE NORTHEAST QUARTER OF SECTION 3
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
DONALD F BROWN Subdivision Lots 213

LEGEND:

- SEPARATE LINE
- COVERLINE
- SECTION LINE
- EASEMENT LINE

SECTION CORNER FOUND

- SET (1) BEARING AND CAP MARKED
- PLS (2) BEARING AND CAP SET
- IN CASE REFERENCED TO FRONT CORNERS
- STREET MARKERS TO BE CONSTRUCTED BY OWNERS
- MARKING ADDRESS

NOTE:

- PRIVATE STREETS AND COMMON PARCELS MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- PARCELS A, B, C & D OWNED AND MAINTAINED BY PARK VILLAGE HOME OWNERS ASSOCIATION.
- All dashed lines are indicated (Dashed); Apparent to not from base of each.

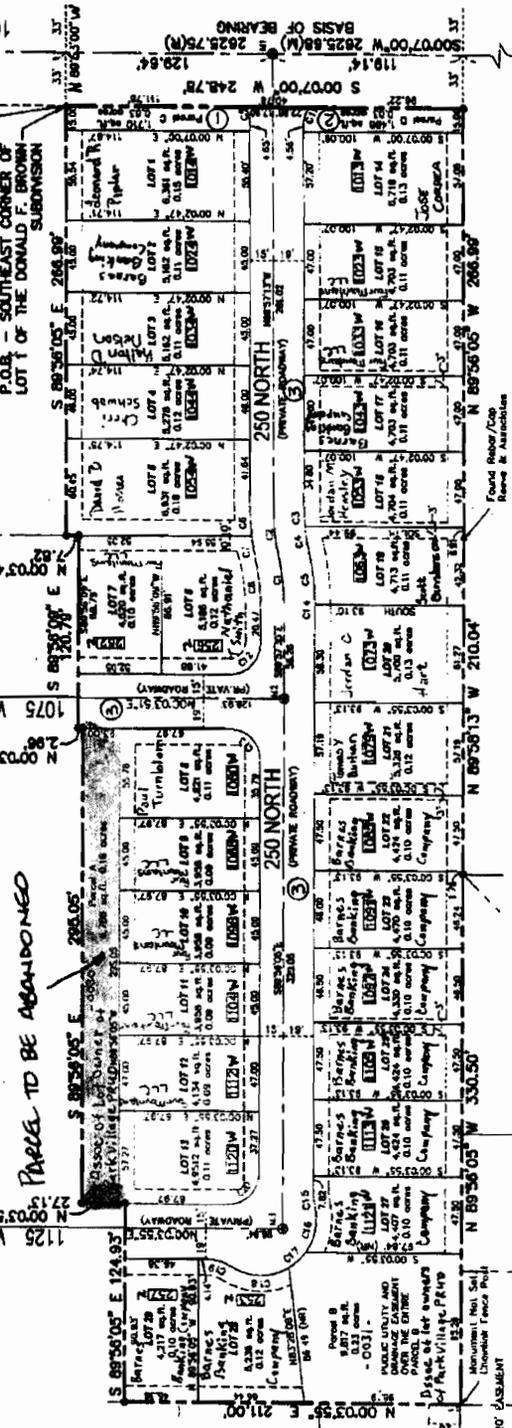
*Gardner BTS Park Village LLC
Own All Lots Not Marked*

NORTHEAST CORNER OF SECTION 3 -
1.4N, 12W, S.L.B.M. (FOUND) DAVIS
COUNTY MONUMENT

SCALE:
1" = 60'

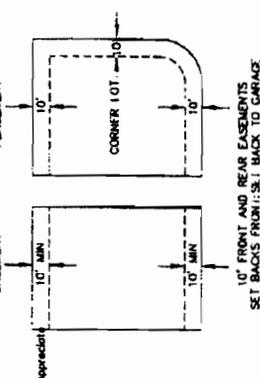
CURVE	ORIGIN	BEARING	CHORD	CHL BEARING
C1	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C2	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C3	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C4	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C5	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C6	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C7	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C8	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C9	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C10	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C11	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C12	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C13	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C14	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C15	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C16	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C17	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C18	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C19	127.00	S 89°50'05" E	127.00	S 89°50'05" E
C20	127.00	S 89°50'05" E	127.00	S 89°50'05" E

DONALD F. BROWN SUBDIVISION
Lot 1
(Not a Part)
P.O.B. - SOUTHEAST CORNER OF
LOT 1 OF THE DONALD F. BROWN
SUBDIVISION



STREET MONUMENT COORD. TABLE

MON. #	NORTHING	EASTING
M1	49824.1078	48988.2338
M2	49817.4867	48987.9805
M3	49817.8816	48988.5285



1. Proposed lot Owners of Park Village, Pkg. 0032
2. Owner of lot Owners of Park Village, Pkg. 0033
3. Owner of lot Owners of Park Village, Pkg. 0034



ATTACHMENT 3: ORIGINAL PLAT

010

PI

DEVELOPMENT: PARK VILLAGE PH. 1 P.R.U.D.
1 THRU 29 &
PRIVATE ROWS/WAYS
CITY: CLEARFIELD LOTS: PARCELS A, B, C & D

1/2 OF SEC. 3, T.4N., R. 2W.
S. 283 DONALD F. BROWN SUBD.
L.M. DAVIS COUNTY, OHIO

PLANNING, DESIGN, CONSTRUCTION, LAND DEVELOPMENT, SURVEYING, ENGINEERING, ARCHITECTURE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
Donald F Brown Subdivision Lots 215

LEGEND:

- BOUNDARY LINE
- OWNER
- SECTION LINE
- CADASTRAL LINE
- SECTION CORNER FOUND
- SET OF BEARS AND CAP MARKED BY CHAIN REFERENCED TO FRONT OWNERS
- STREET ADJUSTMENTS TO BE CONSTRUCTED BY OTHERS
- MAILING ADDRESS

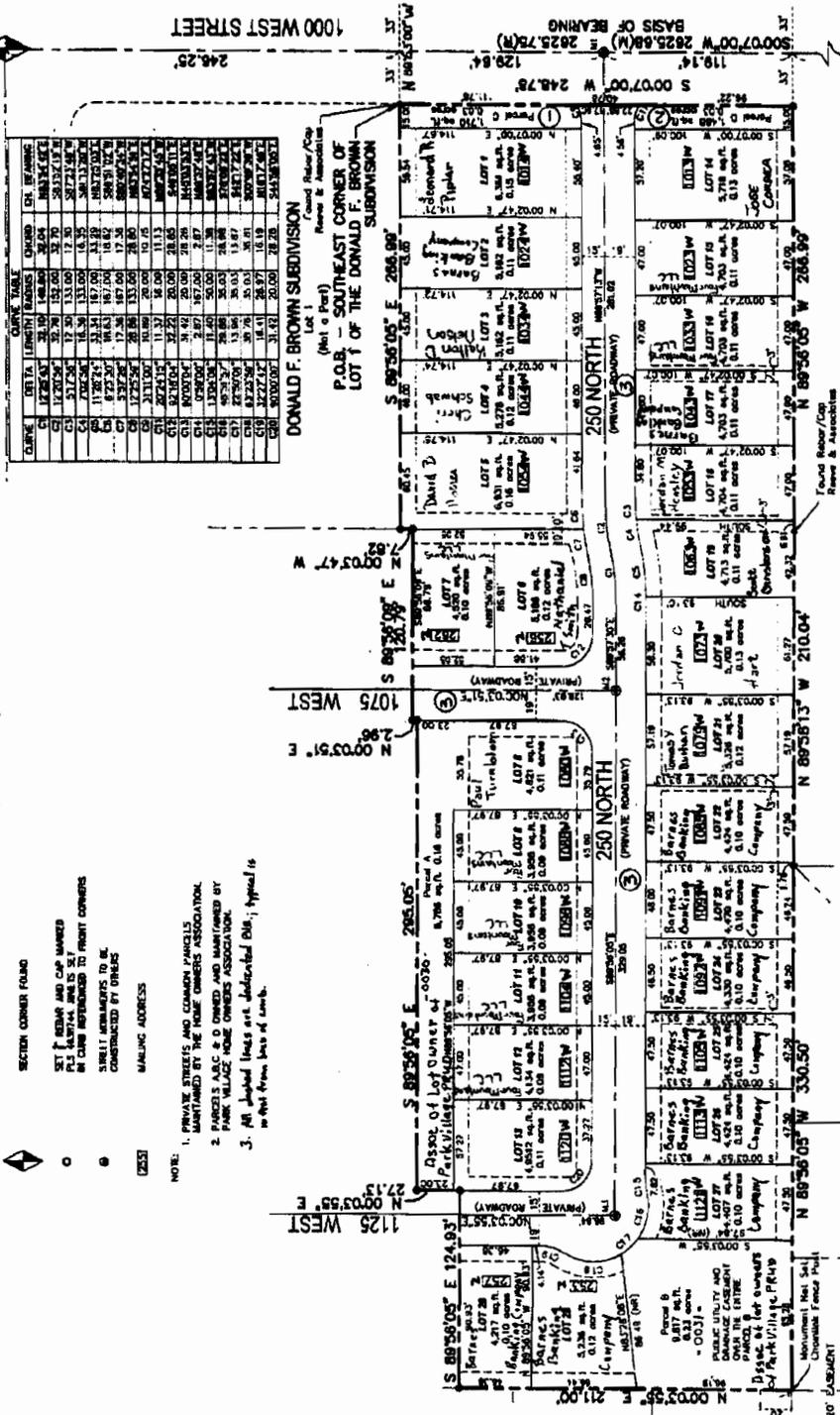
NOTE:

- PRIVATE STREETS AND COMMON AREAS MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- PARCELS A,B,C & D OWNED AND MANAGED BY PARK VILLAGE HOME OWNERS ASSOCIATION.
- All dashed lines are indicated DIM; typical is as shown from lots of land.

Gardner BTS Park Village LLC
Own All Lots Not Marked

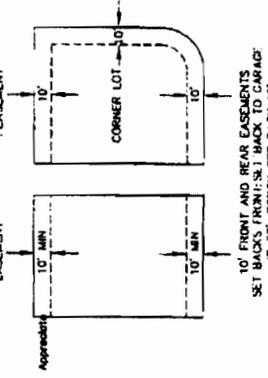
NORTHEAST CORNER OF SECTION 3,
T.4N, R.2W, S.1.B.M. (FOUND) DAVIS
COUNTY MONUMENT

SCALE:
1" = 60'



STREET MONUMENT COORD. TABLE

MON. #	NORTHING	EASTING
M1	48024.1079	49999.2338
M2	48617.4867	49597.5805
M3	48617.0616	49298.5285



- 1) Disc of lot owners of Park Village, Plug 0052
- 2) Disc of lot owners of Park Village, Plug 0053
- 3) Disc of lot owners of Park Village, Plug 0054



ATTACHMENT 3: ORIGINAL PLAT

010

A1



ATTACHMENT 4: APPLICANT LETTER

January 11, 2011

Valerie Claussen
CLEARFIELD CITY PLANNER
55 South State St.
Clearfield, UT 84015

RE: PARK VILLAGE - PHASE 1 AND 2
PLAT AMENDMENT

Dear Valerie:

Thank you for your assistance in preparing the attached Land-Use Development Application. The purpose of the application is to convey portions of a 23 ft. strip of land currently owned by the Park Village Homeowners Association to 12 contiguous lots.

We are requesting this Amendment for health and safety reasons. It appears probable that under the current plat configuration once the 12 homes are built and their back yards are fenced along the easement, this 23 ft. by 295 ft. alley of land will most likely become an isolated, secluded "crime corridor" that might prove to be an attractive nuisance to the neighborhood. Furthermore, conveying 11.5 ft of land to each of the adjacent 12 lots would increase the size of the lots by an average of 14%. These larger lots would allow more activity to occur on the lots rather than spill over into the streets.

Now is the opportune time to amend the plat since 11 of the 12 lots and the HOA are controlled by the applicants, thereby requiring only one other lot owner's signature. Whereas waiting to make this change later will require more new owners to concur and one holdout could preclude the change from occurring.

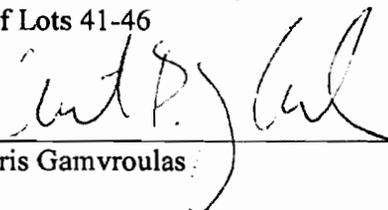
It is our desire that the Planning Commission and City Council will look favorably upon this request and act timely so that we may proceed with improving the quality of the subdivision.

Respectfully,

GARDNER PARK VILLAGE, LLC
Owner of Lots 9-13

By: 
Rulon C. Gardner, Manager

CLEARFIELD PARK VILLAGE, LLC
Owner of Lots 41-46

By: 
Chris Gamvroulas

ATTACHMENT

8

AGREEMENT

between

CLEARFIELD CITY CORPORATION

and

POSITIVE POWER LLC

for

LIGHTING UPGRADES AND REPLACEMENTS

This agreement is made and entered into this _____ day of _____, 2011, (the “Effective Date”) by and between Clearfield City Corporation (“City”), a Utah Municipal Corporation, and Positive Power LLC (“Contractor”), a Utah Limited Liability Company with its principal place of business located at 4658 W. 1150 S., Ogden, UT 84404.

RECITALS

WHEREAS, the City is in need of a qualified contractor to provide all labor, equipment, and expertise for the removal and replacement of various lighting and other electrical fixtures in certain buildings owned by the City with new fixtures that are more energy efficient (the “Work”); and

WHEREAS, the City solicited bid proposals from qualified contractors to perform the Work; and

WHEREAS, Contractor submitted a proposal to perform the Work; and

WHEREAS, Contractor indicates it is ready, willing, and able to perform the Work as set forth in this Agreement; and

WHEREAS, the City’s Community Services Department has determined that Contractor is qualified to perform the Work and that Contractor’s offer to perform the Work for the firm bid price stated herein is both acceptable and best suits the City’s need to have the Work performed in a cost effective and timely fashion; and

WHEREAS, the City Council has approved the award of the Work to Contractor; and
WHEREAS, the parties desire to enter into this Agreement to govern the terms of the
Work,

NOW, THEREFORE, based upon the mutual promises and conditions herein, the parties
hereby agree as follows:

AGREEMENT

A. SCOPE OF WORK. Contractor shall provide all labor, equipment, tools, and
expertise necessary to perform the Work as outlined below and in accordance with the following
terms:

1. Community Center – 140 East Center Street, Clearfield, Utah
 - Install (6) new retrofit kits on (6) existing 2LT12 fixtures;
 - Install (197) new retrofit kits on (197) existing 4LT12 fixtures;
 - Replace (32) existing incandescent bulbs with (32) new CFL lamps;
 - Install (11) new 4LT8 retrofit kits on (11) existing 8’ 2LT12 strip lights;
 - Install (2) new 2LT8 retrofit kits on (2) existing 4’ 2LT12 strip lights;
 - Install (18) new 2LT8 ballasts and lamps on (18) existing 2LT12 wraps;
 - and
 - Replace (36) existing 4LT12 dual switched fixtures with new 3LT8 dual
switched fixtures.

2. Public Works Shop – 479 South Main Street, Clearfield, Utah
 - Replace (17) existing 4LF40T12 fixtures with (17) new 3LT8 fixtures;
 - and

-Replace (25) existing 2LF96T12 fixtures with (25) new 4LF32T8 fixtures.

3. Fleet Shop and Salt Warehouse – 479 South Main Street, Clearfield, Utah

-Replace (11) existing 4LF40T12 fixtures with (11) new 4LT8 fixtures;

-Replace (4) existing 2LF40T12 fixtures with (4) new 2LT8 fixtures;

-Replace (8) existing 2LF96T12 fixtures with (8) new 4LT8 fixtures; and

-Replace (4) existing 2LF96T12HO fixtures with (2) new 4LF55T5HO fixtures.

4. Parks Shop – 58 East 550 South, Clearfield, Utah

-Replace (19) existing 2LF96T12HO fixtures with (19) new 4LT8 fixtures;

-Install (10) new retrofit kits on (10) existing 4LF40T12 fixtures; and

-Install (13) new retrofit kits on (13) existing 2LF40T12 fixtures.

5. Contractor Preconstruction Requirements.

a. Contractor shall be responsible for any and all injury or damage of any nature or kind caused by Contractor or sub-contractors while performing the Work described herein, including but not limited to personal injuries, property damage to buildings, walls, ceilings, furniture, floor coverings, windows, doors and doorways. Further, Contractor agrees to indemnify and hold the City, its elected and appointed officials, employees, and consultants harmless from all claims relating to such injuries or damage.

b. Contractor shall provide for all public notifications, safety

procedures, pedestrian traffic control, barricades, and signage necessary to accomplish the Work in a safe and responsible manner. All City, County, State and Federal safety regulations will be adhered to by Contractor.

- c. Contractor shall provide a method by which the City's Community Services Department can contact the Contractor while Contractor is performing the Work.
- d. Contractor shall erect and/or utilize, at Contractor's own expense, any necessary safety equipment, including but not limited to, signage, barricades, scaffolding, cranes, booms, man lifts, or other safety equipment at and around the work areas.
- e. Contractor shall arrange and provide for the appropriate disposal of all equipment and materials removed and for any debris or other by-products resulting from Contractor's performance of the Work.
- f. Prior to commencing the Work, Contractor will be required to provide a copy of all required insurance certificates, licenses, necessary permits and proof of any required bonding as set forth in paragraph "B" below.

6. Contractor will notify the City immediately of any unusual conditions or circumstances and shall confer with the City for clarification of all pertinent questions that may arise.

7. Contractor shall comply with all applicable federal, state and local laws associated with the safety of employees and passers-by when performing the Work. All

work performed on this project must be in strict accordance with applicable requirements of the latest edition of currently adopted building codes.

8. Contractor shall perform the Work pursuant to the City's Invitation to Bid for this project and in accordance with the standards of due care and diligence normally practiced by recognized companies performing work of a similar nature. In the event of a conflict between the Invitation to Bid and this Agreement, then this Agreement shall prevail.

9. Contractor agrees to restore all properties to their original condition (cleaning and restoration of work area, replacement of moved furniture, or property damaged by Contractor) prior to the Work being performed. Contractor will remove, cut and patch in work areas so as to minimize damage and to provide a means for Contractor to restore products, property and finishes at least to their original conditions. Contractor will coordinate the Work with the City to expedite completion and to accommodate occupancy of the City's facilities, including at least daily cleaning of work areas.

10. Contractor agrees that all materials and equipment being removed from the City's facilities as part of the Work shall become the property of Contractor. Contractor specifically agrees to remove from the premises and properly dispose of all T12 and other lamps and fixtures that are removed as part of the Work and to provide the City with a certification for the proper disposal thereof. Contractor must remove such, as well as any other debris, combustibles, hazardous waste or materials resulting from Contractor's performance of the Work at least daily and in accordance with applicable City, State and Federal laws. Contractor must provide owner with the location where the debris will be disposed of.

11. Contractor shall perform the Work on dates and at times as specified by the City and agreed upon by the Parties.

B. INSURANCE / PERFORMANCE BONDS

1. Contractor shall provide all necessary Certificates of Insurance, including automobile and general liability in an amount not less than one million dollars (\$1,000,000.00) per occurrence with not less than two million dollars (\$2,000,000.00) general aggregate indicating the City as an additional insured. Workers' Compensation insurance shall be in an amount not less than Utah Statutory Minimums. Contractor shall require evidence of Workers' Compensation coverage for and in behalf of any and all subcontractors who may perform labor or work pursuant to this Agreement. Such Certificates of Insurance shall be provided to the City prior to commencement of any work being performed.

2. Each insurance policy, required by this Agreement shall contain the following clause:

This insurance shall not be canceled, changed, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the Clearfield City Recorder, 55 S. State St., Clearfield, Utah 84015.

3. Each insurance policy required by this agreement, excepting policies for Workers' Compensation, shall contain the following clause:

Clearfield City, its officers, agents, employees, representatives and volunteers are added as additional insureds with respects to operation or other activities performed under agreement with Clearfield City.

4. Prior to commencement of the Work, Contractor shall provide to the City a copy of Contractor's current business license and contractor's license.

C. COMPENSATION. The total consideration to be paid for the completion of the Work as defined herein shall be the firm bid price of FIFTEEN THOUSAND SIX HUNDRED SIXTY-FOUR AND 00/100 DOLLARS (\$15,664.00). Retail taxes, equipment and other rental fees, licensing costs and the like are all the responsibility of the Contractor. In no event shall the total compensation paid to Contractor by the City for performance of the Work set forth in this Agreement exceed the firm bid price amount listed above. Said sums shall be paid by the City to Contractor within thirty (30) days after receipt of an invoice from Contractor and verification of satisfactory completion of the Work by the City. All call backs for unsatisfactory service shall be performed by the Contractor at no cost to the City.

D. TIME FOR COMPLETION.

1. Contractor agrees to have the Work completed no more than NINETY (90) DAYS from the Effective Date of this Agreement.

2. Contractor further agrees that time is of the essence to this Agreement, and that Contractor's failure to satisfactorily complete the Work within the deadlines stated herein shall be deemed a material breach of this Agreement and will subject Contractor to damages, including but not limited to, actual damages and termination of this Agreement.

E. REMEDIES. In the event that Contractor fails to complete the Work as contemplated in this Agreement, the City shall, at its sole option and in addition to any other remedies at law or in equity (including, but not limited to, actual damages plus costs and attorneys' fees and termination of this Agreement), have the right to perform, or cause to be performed, the Work at Contractor's sole expense.

F. TERMINATION.

1. FOR BREACH. If either party shall commit a material breach of any of

the terms and conditions of this Agreement and shall fail to cure such breach within thirty (30) calendar days of written notice thereof, then the non-breaching party may terminate this Agreement.

2. FOR CITY'S CONVENIENCE. The City may terminate this Agreement at any time either with or without cause upon giving Contractor thirty (30) calendar days prior written notice. Subject to Paragraph "C" above and upon submission of a final invoice, the City shall within thirty (30) calendar days pay Contractor for all services rendered and all costs incurred up to the date of termination (on a percentage of the contract satisfactorily completed basis), in accordance with the compensation provisions of this Agreement.

G. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH APPLICABLE LAWS.

1. CONTRACTOR NOT AN EMPLOYEE. Work rendered by Contractor under this Agreement is not rendered as a City employee and amounts paid under this Agreement do not constitute compensation paid to an employee. The parties expressly agree that Contractor is an independent contractor and is not an agent or employee of the City and, as such, is solely responsible for Contractor's own employment taxes, worker's compensation premiums and similar expenses.

2. CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS. Contractor represents and warrants that it is in compliance, and will remain in compliance during the term of this Agreement, with all federal, state and local laws relating to the payment of employment taxes, worker's compensation premiums and the like. This project is being funded by federal funds under the American Recovery and Reinvestment Act, Energy Efficiency and Conservation Block Grant. Therefore, **ALL PRODUCTS**

AND EQUIPMENT BEING USED IN CONJUNCTION WITH THIS PROJECT

MUST BE AMERICAN MADE. Additionally, **DAVIS-BACON WAGES PREVAIL**

FOR THIS PROJECT and contractor must demonstrate its compliance with the Davis-

Bacon Act throughout the course of this project. Accordingly, Contractor and all subcontractors must pay workers on site at a rate, plus benefits, equal to that paid to those workers of similar activities in the locality. Wage determinations may be accessed through the U.S. Department of Labor. In addition to any other liability which may be legally imposed, failure on the part of Contractor to adhere to legal requirements set forth in the City's Invitation to Bid or in this Agreement shall subject Contractor to liability for any federal funding lost by the City as a result of Contractor's actions. Contractor further warrants that it is in compliance with Utah Code Ann. § 63G-11-103 (2009) as well as Utah Code Ann. § 13-47-201 (2010) and that it will also require compliance for any of its subcontractors by participating in the Status Verification System as required by state law in order to enter into a contract with a political subdivision of the State of Utah. The City assumes no liability for the actions of Contractor. Contractor's employees and subcontractors, if any, who perform any work under this Agreement shall also be bound by the provisions of this Agreement.

H. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless the City, its officers, agents, employees, consultants, and insurers of and from any claim, demand, lawsuit or action of any kind for injury to or death of persons and damage or destruction of property arising out of: (1) negligent or willful acts or omissions of Contractor, its agents, employees or subcontractors; (2) the exercise by Contractor of the privileges or rights given herein; and (3) the performance by Contractor of any of its obligations under this Agreement.

The obligation to indemnify shall extend to and encompass all costs incurred by the City in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Contractor shall pay any costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Contractor's obligations pursuant to this Section shall not extend to claims, demands, lawsuits or actions for liability attributable to the gross negligence or willful misconduct of the City, its directors, officers, employees, contractors, successors or assigns.

I. WARRANTY. Contractor warrants and guarantees the Work against faulty materials and/or performance. Contractor agrees to perform all callbacks for repairs or unsatisfactory performance at no cost to the City. Contractor further warrants that all equipment furnished shall be of good quality, free from defects and shall conform to the specifications set forth herein. Contractor shall execute and assemble all transferrable warranty documents from subcontractors, suppliers and manufacturers prior to completion of the Work.

J. GENERAL PROVISIONS. The following general provisions shall apply to this Agreement:

1. ASSIGNMENT. This Agreement shall be binding upon the heirs, successors and assigns of the Contractor and shall not be assigned without the prior written consent by City.

2. GOVERNING LAW. The terms of this Agreement shall be construed and interpreted under the laws of the State of Utah. Any action, challenge, or dispute under this Agreement shall be brought in the Second Judicial District Court of Utah, Davis County, or in the U.S. District Court of Utah. In the event of default of one of the parties to this Agreement, the non-defaulting party shall be entitled to reasonable attorneys' fees

and all costs of court incurred in the enforcement of this Agreement. Contractor explicitly agrees that the courts listed above in this Paragraph shall have personal and/or subject matter jurisdiction over Contractor and this Agreement in all disputes or challenges under this Agreement. For judgment collection purposes only, the Parties further consent to the jurisdiction of any state court located within a district which encompasses assets of a party against which a judgment has been rendered for the enforcement of such judgment or award against the assets of such party.

3. ATTORNEYS' FEES. In the event of default by one of the parties to this Agreement, the non-defaulting party shall be entitled to reasonable attorneys' fees and all costs incurred in the enforcement of this Agreement, regardless of whether an action is commenced or prosecuted to judgment.

4. RELATIONSHIP OF PARTIES AND NO THIRD-PARTY RIGHTS. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.

5. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree to replace an invalid, illegal or unenforceable provision with a new provision which provides the most nearly similar permissible economic effect as the invalid, illegal or unenforceable provision.

6. NOTICE. Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by the other party and must be

delivered or mailed by registered mail, postage prepaid, or sent by facsimile with hard copy to follow, charges prepaid, in each case properly addressed to the addresses of the parties indicated herein, or at such other addresses as may hereafter be furnished in writing by either party hereto to the other party and such notice shall be deemed to have been given as of the date so delivered, mailed or sent.

7. ENTIRE AGREEMENT. This Agreement states the entire agreement between the parties. The provisions of the Agreement are for the benefit of the parties hereto solely, and not for the benefit of any other person, persons or legal entities. No waiver, alteration, modification, or representation of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Contractor and expressly referring to this Agreement.

8. SECTION HEADINGS. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

10. WAIVERS. The failure of either Party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either Party hereunder to demand strict compliance and performance thereof. None of the undertakings, agreements, or covenants of either Party under this Agreement shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged with specifying such waiver.

11. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the City, Contractor and its respective successors and assigns.

12. AMENDMENTS. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally and may only be modified or amended by an instrument in writing, signed by both the City and the Contractor.

DATED as of the day and year first written above.

CLEARFIELD CITY CORP.

POSITIVE POWER LLC

Don Wood, Mayor

Brent Kirk, Owner

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

APPROVED AS TO CONTENT:

Community Services Dept.

APPROVED AS TO FUNDING:

Administrative Services Director

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)
§

On the ____ day of _____, 2011, personally appeared before me, Mr. Brent Kirk, as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of POSITIVE POWER LLC to execute the same.

NOTARY PUBLIC
Residing: _____

ATTACHMENT

9



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ndeane - Clearfield City

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[Award Multiple Suppliers](#)

Awarding Bid #2011B-04 - 700 South Well Submersible Motor

[Weighted](#) |
 [All Bids Entered](#) |
 [Reorder Bidders](#)

DESCRIPTION											
2011B-04--01-01 - 700 South Well Submersible Motor											
Award	Supplier	Qualifications	Unit Price	Qty	Price	Attch.	Docs	Offer	Notes	My Notes	Reject
<input checked="" type="radio"/>	Not Awarded										
<input type="radio"/>	Nickerson [Ad]		\$58,735.00	1	\$58,735.00						
<input type="radio"/>	Delco Western		\$86,715.87	1	\$86,715.87						

Supplier Notifications

Agency Invited	442
No Bid Count	0

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All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

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Customer Support - agency-support@bidsync.com or 1-800-990-9339

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Bid #2011B-04 - 700 South Well Submersible Motor

Creation Date **Apr 15, 2011** End Date **Apr 29, 2011 10:00:00 AM MDT**
 Start Date **Apr 15, 2011 2:46:05 PM MDT** Awarded Date **Not Yet Awarded**

Nickerson	\$58,735.00
Bid Contact Garry Noyce garry@nicopumps.com Ph 801-973-8888 Fax 801-973-8267	Address 2301 west indiana ave slc, UT 84104
Bid Notes	PLEASE SEE ATTACHED NICKERSON BID FOR CABLE PRICE MOTOR SPECIFICATIONS NICKERSON TERMS AND CONDITIONS

Agency Notes:	Supplier Notes: PLEASE SEE ATTACHED NICKERSON BID FOR CABLE PRICE MOTOR SPECIFICATIONS NICKERSON TERMS AND CONDITIONS
----------------------	--

Item #	Line Item	Unit Price	Qty/Unit	Total Price
2011B-04--01-01	700 South Well Submersible Motor - First Offer	\$58,735.00	1 / each	\$58,735.00

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes:

Delco Western	\$86,715.87
Bid Contact Brandon McGee bmcgee@delcowestern.com Ph 801-972-0900 Fax 801-972-1171	Address 2559 South 1935 West SALT LAKE CITY, UT 84119

Agency Notes:	Supplier Notes:
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Item #	Line Item	Unit Price	Qty/Unit	Total Price
2011B-04--01-01	700 South Well Submersible Motor - First Offer	\$86,715.87	1 / each	\$86,715.87

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes: Cost of motors, shipping and freight included. Expected time to receive motors is 10 weeks. Expected time to complete installation is 1 week. Cost to transport bowl assembly and wire is included. Price of two sections of discharge pipe is \$2,260. Total cost to assemble, install, equipment, connect to the discharge head - \$12,500. See warranty information on attachment. We believe the cable can be reused but if option is exercised to replace cable, the cost is \$9,115 for 4/3 with ground, 5Kva round wire.



NICKERSON COMPANY INC.
PUMPS

QUOTATION

April 29, 2011

CLEARFIELD CITY

CLEARFIELD CITY 700 SOUTH WELL

WE ARE PLEASED TO QUOTE THE FOLLOWING:

300HP MOTOR

300HP SUNSTAR TYPE M SUBMERSIBLE MOTOR, WITH DOUBLE MECHANICAL SEAL, NEW PLUG IN LEAD ASSEMBLY, ALIGNMENT JIG ASSEMBLY, 1800RPM, 2300 VOLT, PICK UP BOWL AND WIRE, SPLICE CABLE TO NEW MOTOR, MAKE MOTOR AND BOWL CONNECTION, DRIVE TO SITE INSTALL BOWL ASSEMBLY, NEW 300HP MOTOR, EXISTING CABLE, EXISTING PIPE PLUS 2 EACH 12" X 20' SUBMERSIBLE TAPER COLUMN PIPE, SET DISCHARGE ELBOW, RETURN AND START UP AFTER ELECTRICAL CONNECTIONS ARE MADE BY CERTIFIED ELECTRICIANS. NICKERSONS PRICE INCLUDES TEAR DOWN BOWL ASSEMBLY AND CHECK ALL CLEARANCES, FURNISH ELECTRICIAN AND CONTROLLER PROGRAMER NEEDED SET POINTS. PLEASE NOTE MOTOR SPECIFICATIONS SENT WITH THIS QUOTE MEET OR EXCEED ALL MOTOR SPECIFICATIONS. WE ARE ASSUMING ALL OTHER COMPONENTS ARE USABLE AND ACCEPTABLE AS IN CHECK VALVES, DISCHARGE ELBOW.

NICKERSON WILL NOT GARRANTEE THIS INSTALL AND START UP UNLESS NEW CABLE IS USED IN THE INSTALALTION DUE TO THE EXISTING CALBE IS NOT LARGE ENOUGH TO HANDLE THE INCREASE IN MOTOR HORSE POWER

NET EACH : \$ 58,735.00

SUBMERSIBLE POWER CABLE #4 3 CONDUCTORS WITH GROUND 500' NET: \$ 11,033.00

PRICING DOES NOT INCLUDE INSTALLATION, START-UP OR SUPERVISION OF INSTALLATION, CONTROLS, WIRE, ELECTRICAL HOOK - UP, VALVES, AUXILIARY PIPING, VALVES, FITTINGS, SPECIAL COATINGS, ETC. **OTHER THAN MENTIONED ABOVE.** NO PARTS OTHER THAN MENTIONED ABOVE ARE INCLUDED IN THIS QUOTE. DUE TO NO SITE VISIT FOR THIS PROJECT ONLY ITEMS LISTED IN QUOTE ABOVE IS INCLUDED. ONCE WE GET ON SITE IF ANY OTHER MATERIALS OR LABOR IS NEEDED TO COMPLETE PROJECT THIS WILL BE AT NICKERSON'S STANDARD RATES AND EXTRA MATERIALS TO BE AT COST + 15%

IF THIS QUOTE IS ACCEPTED NICKERSONS TERMS AND CONDITIONS MUST ALSO BE ACCEPTED AND MUST BE ADDED TO ANY PURCHASE ORDER NICKERSON IS ISSUED

NICKERSON COMPANY INC.
PUMPS

STATE AND LOCAL TAXES ARE NOT INCLUDED

MANUFACTURERS STANDARD WARRANTY TO APPLY

NICKERSON COMPANYS TERMS AND CONDITIONS TO APPLY

PRICING IS FIRM THROUGH DELIVERY SUBJECT TO ACCEPTANCE AND SUBMITTAL
APPROVAL WITHIN 30 DAYS

WE DO NOT ACCEPT LIQUIDATED DAMAGES AS OUR SUPPLIERS DO NOT ACCEPT
LIQUIDATED DAMAGES

PAYMENT TERMS: 95% NET 30 DAYS OR DUE AT START-UP WHICHEVER OCCURS FIRST
WITH REMAINING 5%, AS RETAINAGE DUE 30 DAYS AFTER START-UP. SUBJECT TO CREDIT
APPROVAL. START UP MUST BE SCHEDULED AT LEAST 2 WEEKS IN ADVANCE

FOB: FACTORY – FREIGHT ALLOWED

LEAD TIME:ESTIMATED 20 WEEKS AFTER R.O.A AND SUBMITTAL APPROVAL

GARRY NOYCE



SUN-STAR ELECTRIC, L.P.

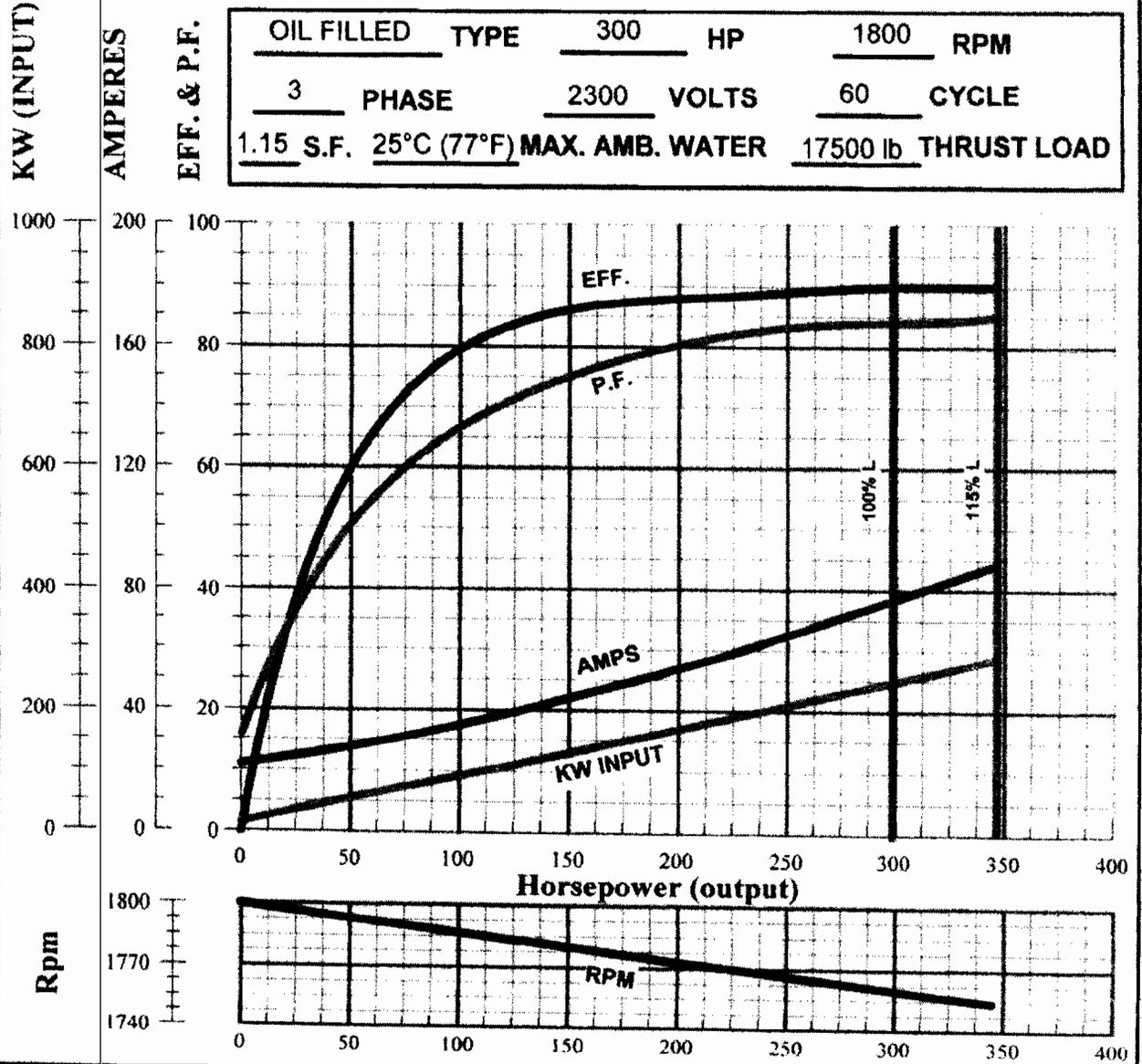
16" SUN STAR TYPE M SUBMERSIBLE MOTOR

**300 HP
1800 RPM**

DATE: 5/2009

Typical Performance Characteristics

OIL FILLED	TYPE	300	HP	1800	RPM
3	PHASE	2300	VOLTS	60	CYCLE
1.15	S.F.	25°C (77°F) MAX. AMB. WATER			17500 lb THRUST LOAD



Load (HP)	NO LOAD (-)	25% (75)	50% (150)	75% (225)	100% (300)	115% (345)
AMPS	22	31	44	59	77	88
EFF.	0	72	86	88	90	90
P.F.	16	60	75	82	84	85
RPM	1800	1790	1780	1770	1760	1754
KW	14	74	130	190	249	286

Full Load Torque	895	Foot Pounds
Break Down Torque	2846	Foot Pounds
Locked Rotor Torque	1526	Foot Pounds
Locked Rotor Current	579	Amperes
KVA Code	J	

NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: _____

P. O. # _____

DESCRIPTION _____

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. **CONSTRUCTION AND LEGAL EFFECT.** Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. **PRICES.** Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. **DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES.** Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. **DELIVERY.** Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. **OPERATING CONDITIONS AND ACCEPTANCE.** Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

6. **SHIPPING.** Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. **CANCELLATION AND RETURNED EQUIPMENT.** Orders may be cancelled only with our written consent and upon payment or reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

8. **CREDIT AND PAYMENT.** Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, which ever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sole opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.

9. **INSPECTION.** Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. **RECORDS, AUDITS AND PROPRIETARY DATA.** Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sole discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED _____

TITLE _____

DATE _____

Please sign and return to Nickerson Co. with order.

RDA Minutes

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. REGULAR SESSION
January 25, 2011

(This meeting was held following the regularly scheduled City Council Meeting.)

PRESIDING:	Kathryn Murray	Chair
PRESENT:	Marilyn Fryer	Director
	Mark Shepherd	Director
	Doyle Sprague	Director
	Bruce Young	Director
	Don Wood	Director
STAFF PRESENT:	Chris Hillman	City Manager
	Brian Brower	City Attorney
	Scott Hodge	Public Works Director
	Adam Lenhard	Community Development Dir.
	Valerie Claussen	City Planner
	Lee Potts	Sergeant
	Bob Wylie	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Taylor Park, Ivan Anderson – North Davis Sewer District, Alan Thompson, Austin McMillan, TJ Earl, Gracie Nay, Josh Johnson, Bridin Carey, Kiersten Adams, Kyle Adams, Rachel Posadas, Zul Martinez, Thomas & Jacob Henry

Chair Murray called the meeting to order at 7:21 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES OF THE JANUARY 11, 2011 REGULAR SESSION MEETING

Chair Murray directed the Council to the January 11, 2011 minutes, page 2 and pointed out the vote of the Board reflected in the motion to approve Resolution 2011R-01 indicated she had voted in the affirmative and excluded Director Wood's vote. She requested the minutes be amended to reflect Directors Fryer, Shepherd, Sprague, Wood and Young voted AYE to approving the Resolution. **Director Sprague moved to approve the minutes from the January 11, 2011 regular session of the Clearfield Community Development and Renewal Agency (CDRA) meeting, as amended, seconded by Director Young. All voting AYE.**

APPROVAL OF RESOLUTION 2011R-02 AUTHORIZING AND DIRECTING STAFF TO PREPARE THE DRAFT ECONOMIC DEVELOPMENT PROJECT AREA PLAN FOR THE ATK EDA

Chris Hillman, City Manager, explained the role of the CDRA and stated this would establish a third EDA within the City. He stated pursuant to state law, prior to adopting an economic

development project area plan the CDRA Board must first authorize the preparation of a draft that can then be posted for public review and input. Staff had proposed that the Board consider an economic development project area to help promote and facilitate expansion by ATK in Clearfield. CDRA Resolution 2011R-02 authorized and directed staff to move forward in preparing the draft economic development project area plan for the ATK EDA. The draft would be created for consideration at a later date by the Board and the City Council after the appropriate notices and public hearings.

Brian Brower, City Attorney, emphasized the resolution directed staff to prepare the draft plan.

Director Sprague inquired if it was customary to include the name of the business in the Resolution. Mr. Hillman clarified the EDA would be identified as EDA #3.

Director Young moved to approve CDRA Resolution 2011R-02 authorizing and directing staff to move forward in preparing the draft economic development project area plan for the ATK EDA and authorize the Chair's signature to any necessary documents, seconded by Director Fryer. The motion carried upon the following vote: Voting AYE – Directors Fryer, Shepherd, Sprague, Wood and Young. Voting NAY – None.

There being no further business to come before the Community Development and Renewal Agency, **Director Wood moved to adjourn as the Community Development and Renewal Agency at 7:30 p.m., seconded by Director Fryer. All voting AYE.**