

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
December 11, 2012 – REGULAR SESSION

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

Mission Statement: To provide leadership in advancing core community values; sustain safety, security and health; and provide progressive, caring and effective services. We take pride in building a community where individuals, families and businesses can develop and thrive.

6:00 P.M. WORK SESSION

Discussion on Exploring Mass Transit Options in the City
Update on the Fourth of July Festivities

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Wood

OPENING CEREMONY:

Youth City Councilmember Alex McMillan

APPROVAL OF THE MINUTES:

November 13, 2012 – Work Session

November 13, 2012 – Regular Session

PRESENTATION:

1. **PRESENTATION TO IVAN ANDERSON FOR RECOGNITION OF HIS SERVICE ON THE NORTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES**

BACKGROUND: Ivan Anderson has served as the City's representative on the North Davis Sewer District for 24 years. The City wishes to recognize him for his dedicated service.

2. **PRESENTATION TO CHRIS WILLIAMS FOR RECOGNITION OF HIS SERVICE ON THE NORTH DAVIS FIRE DISTRICT'S ADMINISTRATIVE CONTROL BOARD**

BACKGROUND: Chris Williams has served as the City's representative on the North Davis Fire District for four years. The City wishes to recognize him for his dedicated service.

PUBLIC HEARINGS:

3. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO TITLE 11 – LAND USE ESTABLISHING A NEW MIXED USE ZONING DISTRICT**

BACKGROUND: The Planning Commission prepared amendments to Title 11- Land Use that would establish a new Mixed Use (MU) zoning district. It held a public hearing on the amendments December 5, 2012. The zone could apply to developments with a minimum size of 40 acres.

RECOMMENDATION: Receive Public Comment.

4. PUBLIC HEARING TO RE-OPEN THE 2012/2013 FISCAL YEAR BUDGET

BACKGROUND: State Law requires a public hearing before the City Council approves amendments to the City budget. Bob Wylie, Administrative Services Director, will be presenting amendments for the 2012/2013 Fiscal Year Budget.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

5. CITIZEN COMMENTS

6. CONSIDER THE APPOINTMENT OF INDIVIDUALS TO SERVE ON THE CITY'S PLANNING COMMISSION

BACKGROUND: Norah Baron has been serving as an alternate on the Planning Commission. Staff is recommending she be appointed to a regular member to fill the vacancy created by the resignation of Bill Moore. The Council recently interviewed other individuals interested in serving on the Planning Commission. Staff recommends that Tim Roper and Keri Benson be appointed to the Planning Commission as alternate members.

RECOMMENDATION: Appoint Norah Baron as a regular member of the Planning Commission with a term expiring February 2014, Tim Roper as an alternate member of the Planning Commission with a term expiring February 2017 and Keri Benson as an alternate member of the Planning Commission with a term expiring February 2016 and authorize the Mayor's signature to any necessary documents.

7. PRESENTATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING JUNE 30, 2012

BACKGROUND: Chuck Ulrich of Ulrich & Associates, P.C. is here to present Clearfield City's Comprehensive Annual Report (CAFR) for the year ending June 30, 2012 and to address any questions the Council may have concerning the report.

RECOMMENDATION: Accept Clearfield City's Comprehensive Annual Financial Report for the year ending June 30, 2012.

8. CONSIDER APPROVAL OF RESOLUTION 2012R-23 AUTHORIZING THE ANNEXATION OF CERTAIN AREAS IN WEST POINT INTO THE NORTH DAVIS FIRE DISTRICT

BACKGROUND: Various areas had been annexed by West Point over the past several years which were not annexed into the boundaries of the North Davis Fire District (NDFD). The Clearfield City Council acts as the Governing Authority of the NDFD and therefore approval of the annexation is necessary.

RECOMMENDATION: Approve Resolution 2012R-23 authorizing the annexation of certain areas in West Point into the North Davis Fire District (NDFD) and authorize the Mayor's signature to any necessary documents.

9. CONSIDER APPROVAL OF RESOLUTION 2012R-24 AMENDING THE 2012/2013 FISCAL YEAR BUDGET

RECOMMENDATION: Approve Resolution 2012R-24 amending the 2012/2013 Fiscal Year Budget and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF THE CLEARFIELD PARK MEADOWS SUBDIVISION PHASE 5 FINAL ACCEPTANCE AND RELEASE OF ESCROW

BACKGROUND: In accordance with Title 12, Chapter 9, of the Clearfield City Code, the city engineer has completed the final inspection of the Meadows 5 Subdivision and found all improvements to have been installed correctly. The warranty period is over and the city engineer recommends final acceptance of the improvements for perpetual maintenance and a release of the escrow by the City Council.

RECOMMENDATION: Approve the Meadows 5 Subdivision final acceptance and release of escrow and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF ORDINANCE 2012-16 AMENDING THE UTILITY RATES IN THE CONSOLIDATED FEE SCHEDULE

BACKGROUND: A new three-year utility rate fee structure was identified as part of a recent analysis. The new fee structure will provide the necessary funding for the City to maintain and operate its water, sewer and storm sewer utility systems.

RECOMMENDATION: Approve Ordinance 2012-16 amending the utility rates in the Consolidated Fee Schedule and authorize the Mayor's signature to any necessary documents.

12. CONSIDER APPROVAL OF RESOLUTION 2012R-22 AMENDING THE INTERLOCAL AGREEMENT WITH THE DAVIS SCHOOL DISTRICT REGARDING THE SHARED USE OF THE WEIGHT ROOM AT THE AQUATIC CENTER

BACKGROUND: In 2003, the City entered into an Interlocal Agreement with the Davis School District to jointly plan for, construct, operate and maintain a shared facility gymnasium which included the weight room at the Aquatic Center. The City and the District desire to amend the agreement as it relates to the weight room.

RECOMMENDATION: Approve Resolution 2012R-22 amending the Interlocal Agreement with the Davis School District regarding the shared use of the weight room at the Aquatic Center and authorize the Mayor's signature to any necessary documents.

13. CONSIDER APPROVAL OF ORDINANCE 2012-14 AMENDING VARIOUS SECTIONS OF THE CLEARFIELD CITY CODE DEALING WITH PURCHASING AUTHORIZATIONS, APPROVING AND EXECUTING CONTRACTS

BACKGROUND: This ordinance creates amendments that delegate additional authority to the mayor, city manager and department heads in the procurement process for general operations of the City.

RECOMMENDATION: Approve Ordinance 2012-14 amending various sections of the Clearfield City Code dealing with purchasing authorizations, approving and executing contracts and authorize the Mayor's signature to any necessary documents.

14. CONSIDER APPROVAL OF ORDINANCE 2012-15 AMENDING TITLE 1, CHAPTER 6, SECTION 2E OF THE CLEARFIELD CITY CODE DEALING WITH THE APPOINTMENT OF A MAYOR PRO TEMPORE

BACKGROUND: This ordinance clarifies the process used to select a mayor pro tempore in the absence of the mayor.

RECOMMENDATION: Approve Ordinance 2012-15 amending Title 1, Chapter 6, Section 2E of the Clearfield City Code dealing with the appointment of a mayor pro tempore and authorize the Mayor's signature to any necessary documents.

15. CONSIDER APPROVAL OF RESOLUTION 2012R-25 MAKING AN APPOINTMENT TO THE NORTH DAVIS SEWER DISTRICT'S BOARD OF TRUSTEES

BACKGROUND: Ivan Anderson's term on the North Davis Sewer District expires on December 31, 2012. Mayor Wood is proposing Councilmember Kent Bush be appointed to fill the vacancy.

RECOMMENDATION: Approve Resolution 2012R-25 appointing Councilmember Kent Bush as a representative for Clearfield City on the North Davis Sewer District Board of Trustees.

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 AUGUST 28, 2012 REGULAR SESSION

PUBLIC HEARING:

2. RE-OPEN AND CONSIDER AMENDMENTS TO THE CDRA 2012/2013 FISCAL YEAR BUDGET

BACKGROUND: State Law requires a public hearing before the Board approves amendments to the CDRA budget. Bob Wylie, Administrative Services Director, is here to present amendments for the 2012/2013 fiscal year budget.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. CONSIDER APPROVAL OF RESOLUTION 2012R-05 AUTHORIZING THE DRAFTING OF A PROJECT AREA PLAN AND PROJECT AREA BUDGET FOR THE FRONTRUNNER TOD PROJECT AREA

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

Dated this 6th day of December, 2012.

/s/Kimberly S. Read, Deputy City Recorder

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

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:15 P.M. WORK SESSION
November 13, 2012

| | | |
|----------------|----------------|----------------------------------|
| PRESIDING: | Don Wood | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Kathryn Murray | Councilmember |
| | Mike LeBaron | Councilmember |
| | Mark Shepherd | Councilmember |
| | Bruce Young | Councilmember |
| STAFF PRESENT: | Adam Lenhard | City Manager |
| | Brian Brower | City Attorney |
| | Scott Hodge | Public Works Director |
| | Eric Howes | Community Services Director |
| | Bob Wylie | Administrative Services Director |
| | Nancy Dean | City Recorder |
| | Kim Read | Deputy City Recorder |
| EXCUSED: | JJ Allen | Assistant City Manager |

VISITORS: There were no visitors

Mayor Wood called the meeting to order at 6:18 p.m.

DISCUSSION ON REPLACEMENT OF THE ROOF ON ONE OF THE 700 SOUTH RESERVOIRS

Scott Hodge, Public Works Director, explained funds had been appropriated during the budget process for replacement of a roof on one of the 700 South reservoirs. He stated the existing roof was constructed of wooden material and reported when the application had been submitted to the state for the roof replacement; a response was received requesting another construction material be used in place of wood. Mr. Hodge explained the location of the reservoirs and stated the city engineer had provided options for roofing material which had been narrowed down to five options for consideration.

Mr. Hodge distributed a handout provided by the engineer and reviewed the five proposed options which were:

- Wood
- Aluminum Dome Clear Span
- Aluminum Low-Rise Column Support Dome
- Steel Deck Column Support
- Reinforced Concrete Deck

Mr. Hodge directed the Council to the portion of the handout reflecting maintenance costs associated with each of the five identified options and reviewed them with the Council. He

pointed out the appropriated funds would not cover the cost for any of the acceptable identified roofing options.

Councilmember Shepherd inquired if the project could be funded by the water enterprise fund. Mr. Hodge replied that would be an acceptable use of designated water enterprise funds and distributed a handout reflecting other funding options and reviewed them with the Council. He pointed out the engineer's recommendation for the aluminum dome clear span roofing option was reflected in the handout.

Mayor Wood inquired about the free span roof's tolerance of weight specifically as it related to snow or load weight. Mr. Hodge responded the roof would be designed for the City's geographical area with attention being given to seismic and snow load conditions. A discussion took place about the different options with regards to different weight loads and options. Councilmember LeBaron stated he favored the concrete roof style. Mr. Hodge explained the process for installation of the concrete roof and expressed the engineer's concern with the existing columns used to support the wood roof and whether they could support the concrete roof. Councilmember LeBaron suggested the work be completed during the winter months. Mr. Hodge stated considering the time needed to complete the bid process, the construction project would probably begin sometime in the fall of 2013.

Councilmember LeBaron inquired if the City had other existing facilities constructed with wood roofs. Mr. Hodge indicated the City did have other facilities with wooden roofs. Councilmember LeBaron suggested funds be appropriated during the budget process to complete a low bearing analysis on the walls of those facilities to determine if they could accommodate the concrete roofing option. He believed it would be the better option not only in maintenance costs but it would also be a better option for the water source.

Mayor Wood inquired about the overall condition of the entire structure. Mr. Hodge responded there was currently no evidence of cracking or deterioration visible from the exterior.

Councilmember Young arrived at 6:37 p.m.

Councilmember Bush inquired if there were remaining funds from other projects which could be appropriated for the use. Mayor Wood responded enterprise funds could be appropriated for the project and pointed out the water rates had been increased incrementally to fund infrastructure improvements. He expressed his opinion it would be in the best interest of the City to avoid using the general fund for the project, if possible.

Mayor Wood inquired about the warranty associated with the suggested roofing option. Mr. Hodge couldn't recall specifics of the warranty. Mayor Wood believed warranty specifics would be important given the City's previous experience regarding the 200 South overpass and the Aquatic Center's HVAC system.

The Council directed staff to proceed with the proposed roofing option by the suggested funding options provided by staff.

DISCUSSION ON REDEVELOPMENT OF THE DAVIS BEHAVIORAL HEALTH PROPERTY

Mayor Wood explained Davis Behavioral Health had consolidated its operations to Layton and had vacated the three homes it owned located on State Street across from the Aquatic Center. He continued the City had participated in discussions with the Davis Behavioral Health representatives and a commercial real estate agent regarding different options for the property.

Adam Lenhard, City Manager, reminded the Council of the advantages for the City to demolish structures on parcels of property using the Jerry Knight property as an example. He emphasized the City had been able to create a situation in which any future development would be required to follow the City's development process and current design standards. He suggested the Davis Behavioral Health property could create another opportunity to begin from scratch ensuring future development would be in line with the City's vision for the area. Mr. Lenhard suggested the Community Development and Renewal Agency (CDRA) funds could be appropriated for the use. He requested input from the Council and emphasized he was not currently asking for an appropriation of funds; rather, just seeking opinions from members of the Council on the idea. He suggested the possibility of creating a demolition fund which could be used under similar circumstances in the future.

Councilmember Shepherd inquired about the size of the property. Mr. Lenhard believed the three properties combined would be close to two acres. Councilmember LeBaron asked what sort of development was desired by the City. Mayor Wood further explained Davis Behavioral had recognized the City's efforts in redeveloping State Street and had approached the City to participate in the process with them. Mr. Lenhard added during the same discussions Davis Behavioral had solicited the City's willingness to help provide suitable locations for group homes. Mayor Wood mentioned that had not been well received by the City.

Brian Brower, City Attorney, pointed out Davis Behavioral could lease the residential group homes at anytime as a non-conforming use and believed demolition of the structures wouldn't change that use. He suggested if the City invested in the demolition of the structures it should contractually enter into an agreement with the property owner reflecting the property wouldn't be used for group homes in the future. Mayor Wood pointed out how economically feasible it would be for another entity associated with group homes to occupy the existing buildings verses raw ground.

Mr. Lenhard pointed out the buildings were not in a dilapidated condition and believed there were other properties within the City more blighted. He emphasized Davis Behavioral Health had expressed its interest in the structures being demolished. Mayor Wood believed the properties could become a nuisance specific to vandalism during the winter months since they

were vacant. Councilmember Bush inquired if Davis Behavioral would be willing to contribute funds toward the demolition. Mr. Lenhard believed that option should be explored on behalf of the City. Councilmember Bush commented he didn't want the City to fund the entire demolition.

The Council directed staff to further explore options with the Davis Behavioral Health buildings and properties.

The meeting adjourned at 6:58 p.m.

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CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. REGULAR SESSION
November 13, 2012

| | | |
|----------------|----------------|----------------------------------|
| PRESIDING: | Don Wood | Mayor |
| PRESENT: | Kent Bush | Councilmember |
| | Kathryn Murray | Councilmember |
| | Mike LeBaron | Councilmember |
| | Mark Shepherd | Councilmember |
| | Bruce Young | Councilmember |
| STAFF PRESENT: | Adam Lenhard | City Manager |
| | Brian Brower | City Attorney |
| | Scott Hodge | Public Works Director |
| | Mike Valencia | Police Sergeant |
| | Eric Howes | Community Services Director |
| | Bob Wylie | Administrative Services Director |
| | Nancy Dean | City Recorder |
| | Kim Read | Deputy City Recorder |
| EXCUSED: | JJ Allen | Assistant City Manager |

VISITORS: Joy Brown – American Legion, Melanie Perry, Roger Bodily – North Davis Fire District, Mark Becraft – North Davis Fire District, Cameron Heslop, Jared Gastelum

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

Councilmember Murray conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE OCTOBER 9, 2012 WORK SESSION, THE OCTOBER 23, 2012 REGULAR SESSION AND THE OCTOBER 30, 2012 WORK SESSION

Councilmember LeBaron moved to approve the minutes from the October 9, 2012 work session, the October 23, 2012 regular session and the October 30, 2012 work session as written, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

PRESENTATION TO CAMERON JESSE HESLOP FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT

Cameron Jesse Heslop had completed the requirements to receive the rank of Eagle Scout. Mayor Wood and the City Council desired to recognize Cameron and acknowledge his achievement.

Councilmember LeBaron asked Cameron how long it had taken to earn all his merit badges and what he had done for his Eagle Scout project. Cameron responded he had manufactured and produced natural gas emergency shutoff wrenches which he distributed in his neighborhood. Councilmember LeBaron complimented Cameron on his project and invited his parents to come forward for the presentation. He presented Cameron with a certificate acknowledging his achievement.

PRESENTATION OF THE YARD OF THE YEAR AWARD

Each summer growing season Clearfield City sponsors a Yard of the Week contest throughout the City. At the end of the growing season all residents that have won as Yard of the Week go head-to-head to compete in the Yard of the Year contest. The Parks and Recreation Commission judge the contest. This year's Yard of the Year winner is Melanie Perry and Nonie Hulse and Lynn Fullmer are Runners-up.

Councilmember Bush presented the Yard of the Year winner, Melanie Perry, with a gift card and certificate. He expressed the Council's appreciation for the residents and their diligent efforts in beautifying Clearfield City. He invited Eric Howes, Community Services Director, and the City Council to assist in presenting Ms. Perry with the gift card and certificate.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE ANNEXATION OF FOUR AREAS IN WEST POINT TO THE NORTH DAVIS FIRE DISTRICT (NDFD)

The Clearfield City Council acted as the governing body for the North Davis Fire District (NDFD). Any annexation of new areas into the NDFD must be approved by the Clearfield City Council. In the last few years West Point City had approved four annexations, which areas also needed to be annexed into the District's boundaries. The City Council approved a resolution during the City Council Meeting on October 9, 2012 acting as the notice of intent to annex the areas in West Point into the District's boundaries.

Mayor Wood declared the public hearing open at 7:12 p.m.

Mayor Wood asked for public comments.

Roger Bodily, North Davis Fire District, explained the annexation of the properties was brought to his attention last spring. He pointed out the process was necessary in order for the tax increment to be collected for the services provided by the NDFD.

Adam Lenhard, City Manager, mentioned since the City Council served as the governing body of the NDFD it also had to approve the annexation to the District's boundaries.

Councilmember Young moved to close the public hearing at 7:15 p.m., seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

SCHEDULED ITEMS

CITIZEN COMMENTS

Joy Brown, American Legion, expressed appreciation to Councilmembers Shepherd and Young for attending the American Legion's Veteran's Day Celebration and to Adam Lenhard for his speech presented during the ceremony.

Mayor Wood expressed appreciation for the contributions the American Legion provided to the City throughout the year. He commented the support for the City's Easter Egg Hunt was greatly appreciated and requested Ms. Brown share his remarks with members of the Legion. Ms. Brown added they were already preparing for next year's event.

APPROVAL OF RESOLUTION 2012R-21 ADOPTING THE YOUTH CITY COUNCIL (YCC) BYLAWS

The City Council believed it was in both the City's and the Youth City Council's best interests to have formal bylaws setting forth the mission, role, membership requirements, and expectations for the Youth City Council and its participants. Members of the YCC completed drafting the bylaws during its last meeting. The City Council reviewed the submitted bylaws during the October 30, 2012 work session and made some revisions. The YCC bylaws required adoption by the City Council.

Councilmember Young explained the roles and purpose of the Youth City Council and stated participating members had drafted the bylaws keeping in mind the desired objectives.

Mayor Wood expressed appreciation to Councilmember LeBaron for his efforts in implementing a YCC in Clearfield City and to Councilmember Young for acting as the Council Liaison for the YCC. He expressed appreciation to Natalee Flynn, Public Relations, for her efforts with the YCC as well.

Councilmember Young moved to approve Resolution 2012R-21 adopting the Youth City Council (YCC) Bylaws and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

COMMUNICATION ITEMS**Mayor Wood**

1. Informed the Council he had received a letter from the Davis County Commissioners expressing their appreciation for the City's participation in the Davis County Gala which benefitted Chloe's Sunshine Playground, the park in Syracuse City designed for children with physical disabilities. He added it would also serve the needs of residents of Northern Davis County.
2. Read a letter from resident, Tab Uno, complimenting Scott Hodge, Public Works Director. Mayor Wood expressed appreciation to Mr. Hodge for his demonstrated excellence in serving the residents of the City. He also complimented the entire Public Works department for their efforts.
3. Announced he had been appointed to serve as the Vice Chair of the Davis County Board of Health for 2013. He also indicated he had been appointed to serve as Vice President for the Utah Defense Alliance organization.
4. Expressed appreciation to Councilmember Bush for attending two functions in his stead the previous week.
5. Reminded the Council he would be out of town from Wednesday, November 21, 2012 to Wednesday, November 28, 2012. He stated Councilmember Shepherd would be acting as Mayor Pro Tem in his stead.

Councilmember Bush

1. Reported he had attended the Kiwanis meeting.
2. Informed the Council he had attended the North Davis County Sewer Board meeting. He explained the Sewer District had adopted a resolution for the issuance and sale of up to the \$32,000,000 for a General Obligation bond. He indicated a public hearing for amending the 2012 budget and the 2013 final budget would take place during the December 13, 2012 meeting. He stated a public hearing for review of the impact fee capital plan was scheduled for Thursday, January 10, 2013.

Councilmember LeBaron – expressed appreciation to North Davis Fire District (NDFD) Chief Bodily and Deputy Becraft for the fire and emergency services provided by the NDFD staff. He commented the staff and facilities were professional and efficient.

Councilmember Murray – nothing to report.

Councilmember Shepherd

1. Expressed appreciation to the American Legion for an outstanding Veteran's Day presentation.
2. Announced sponsorship packages for the Wing Fest would soon be distributed.

Councilmember Young

1. Expressed appreciation to the American Legion and commented how much he had enjoyed the Veteran's Day Celebration on Monday, November 12, 2012.
2. Informed the Council mosquito season was officially over and reported West Nile had been identified in the County.

STAFF REPORTS

Nancy Dean, City Recorder

1. Informed the Council no meeting would take place on Tuesday, November 20, 2012, and it appeared no meeting would take place on Tuesday, November 27, 2012. She announced a work session was scheduled for Tuesday, December 4, 2012 and the last policy session of the year would take place on Tuesday, December 11, 2012.
2. Reminded the Council of the City Christmas Party scheduled for Friday, December 21, 2012, at the Timbermine Restaurant. She stated the cost was \$15 per person.

Adam Lenhard, City Manager – informed the Council it would receive a full written report from him within the next few days.

There being no further business to come before the Council **Councilmember LeBaron moved to adjourn at 7:30 p.m., seconded by Councilmember Bush. All voting AYE.**



Community Development

Planning & Zoning, Building Inspections,
Business Licensing, and CDBG Administration

TO: THE HONORABLE MAYOR AND CITY COUNCIL

FROM: Valerie Claussen, MPA, AICP
Development Services Manager
vclaussen@clearfieldcity.org or (801) 525-2785

MEETING DATE: December 11, 2012

SUBJECT: Public Hearing to consider **ZTA 1208-0004**, a text amendment to the Clearfield City Land Use Ordinance Title 11, for the establishment of a new Mixed Use (MU) zoning district within the City.

RECOMMENDATION

Hold the Public Hearing for ZTA 1208-0004.

EXECUTIVE SUMMARY

Planning Commission Recommendation

The Planning Commission held a public hearing and considered this item at the December 5, 2012 Planning Commission meeting and unanimously recommends approval of this text amendment to the City Council.

Background

This item was also discussed at the City Council Work Session on December 4, 2012. All of the related Planning Commission Staff Report and exhibits were included in that report. The proposed language of the text amendment is attached to this report (*See Attachment A*). This item is for discussion only. The Ordinance to adopt and enact the text amendment will be brought forward as an action item at a regular Council meeting in January.

ATTACHMENTS

- A. "Exhibit A" Proposed Text Amendment Language

“Exhibit A”

Text Amendment for Mixed Use (MU) Zoning District

(Revisions shown with CAPS and deletions shown with ~~strike through~~.)

TITLE 11, CHAPTER 11 **ARTICLE F. MIXED-USE ZONE (MU)** REV. 12/6/2012

11-11E-1 Purpose

- A. The Mixed Use Zoning district is intended to provide a variety of land uses that are purposely combined. Mixed-Use areas are intended to support a broad range of commercial, office, entertainment, recreational, civic and residential uses within single buildings (vertical mixed-use), or within neighborhoods (horizontal mixed-use). The Mixed-Use zoning permits non-residential (commercial or employment) development, or non-residential and residential development, but it does not permit residential development without a substantial non-residential component.
- B. The following objectives are among those sought to be accomplished in the MU zone:
- 1) To accommodate variations in building design, lot arrangements and land uses that are of high quality.
 - 2) To provide for a coordinated and compatibly arranged variety of land uses through innovative site planning.
 - 3) To provide a maximum choice in the types of environments for, commercial, employment, and residential uses and facilities.
 - 4) To encourage an efficient and safe traffic circulation, including the separation of pedestrian from vehicular traffic.
 - 5) To encourage economy in the construction and maintenance of streets and utilities.
 - 6) To encourage the provision of usable open space.
 - 7) To assist in the fulfillment of the goals, objectives and policies of the Clearfield City Master Plan and any amendments thereto.
 - 8) To maintain a reasonable quality of living standard and minimize adverse environmental impact on surrounding areas during developments.

11-11E-2 Area Requirements

The minimum area of an MU Zone shall be forty (40) acres.

11-11E-3 Location

MU developments shall be located at transportation nodes and along transportation corridors and other locations where “walkable” components (e.g., housing choices, convenience commercial, employment community facilities, transportation linkages, parks or other open space, schools, churches) are already

“Exhibit A”

present, planned, or where the size and scale of development is such that said components can be provided within the project itself. The location of the MU Zone shall typically be within a quarter (1/4) mile, or a five (5) minute walking distance, of the elements described above.

11-11E-4 Ownership

The development shall either be entirely owned by a single legal entity (whether by an individual, partnership or other corporate entity), or under option to purchase by such at the time of the application; otherwise the application shall be filed jointly by all owners of the property.

11-11E-5 Zone Establishment

- A. Each proposed MU Zone shall be accompanied by a Master Development Plan (“MDP”), a document prepared by the applicant, which shall incorporate the provisions below and include, at minimum, the following items:
- 1) Project Area
 - 2) Land Use Regulation Plan
 - 3) Residential and Non-Residential Acreage, Density, Units and Square footage
 - 4) Permitted Uses and Conditional Uses
 - 5) Development Standards (as described in this Chapter)
 - 6) Maximum Building Heights
 - 7) Circulation and Roads (delineating private and public)
 - 8) Architectural Controls (i.e. conceptual building elevations and design schemes)
 - 9) Parking and Loading Standards
 - 10) Open and Public Spaces
 - 11) Phasing Plan
 - 12) Sign Standards
- B. An MDP is intended to create well designed, pedestrian-oriented, economically viable neighborhoods, and achieve the related goals and objectives identified in the City’s Master Plan, particularly for the Mixed-Use Land Use Classification.
- C. An MDP should be a graphically oriented development code clearly describing the required urban and architectural design patterns, while also carefully regulating the uses of the buildings and lots within the project area. An MDP should also specify the allowed residential densities and intensity of the development that may be achieved for the entire project area. It should also describe and regulate the design of the public space network that provides the framework and infrastructure for the specified MU zoned property, focusing on a circulation network that balances the use of all travel modes, including automobiles, pedestrians, bicycles and transit.
- D. In the development of the MDP in the Mixed Use (MU) zone the following provisions shall be considered in order to protect the intended characteristics of the zone:
- 1) Development Standards: Standards, including the following but not limited to, area and frontage regulations, yard requirements, height regulations, lot coverage, parking, loading

“Exhibit A”

and access shall be established in the zoning amendment process (pursuant to 11-6-1) in conjunction with a submitted and approved MDP.

- 2) **Mixture of Unit Type:** The blend or mixture of residential unit type (e.g., condominiums/apartments, twin homes, single-family, unit size, etc.), within a development shall be determined depending upon the size, scale, and location of the project. Housing units shall include a mix of housing types, housing size, and number of bedrooms.
 - 3) **Traffic:** The applicant shall demonstrate that all potential traffic concerns regarding existing intersections, substandard streets, inadequate improvements, and access are mitigated to the City’s satisfaction. As determined by the City Engineer, a traffic study may be required.
 - 4) **Surrounding Properties:** The applicant shall demonstrate to the satisfaction of the City, that sufficient measures have been incorporated into the development plan to assure that adjacent properties will not experience significant impacts as a result of the proposed development.
 - 5) **Pedestrian Realm:** In order to achieve an overall "walkable" development, appropriate land uses, pedestrian connections, cross easements, common driveways, consistent site standards, etc., must be coordinated within the respective MU zone area, even though properties may be individually owned.
- E. **Minimum and exclusive standards.** The requirements of an MDP regarding site development, massing, materials, construction methods, forms and colors are mandatory; standards that do not meet these requirements are not acceptable. The requirements for an MDP are minimum standards for the promotion of the public health, safety, and general welfare in a mixed-use zoning district.
- F. **Phased developments and approved individual plats and site plans shall conform to the adopted MDP.**

11-11E-6 Adoption by Ordinance

- A. The MDP shall be adopted by the ordinance establishing the MU zone district for a given property or project area. A development agreement between the City and the applicant may be required by the City Council and executed before the zoning designation shall be effective.
- B. **Municipal Code Provisions.** The MDP adopted by ordinance will be considered a subpart of the City’s Zoning Ordinance Title 11 and be identified by MDP Project Name.
- C. **Relationship of Master Development Plan to Municipal Code:**
 - 1) **Municipal Code and Zoning Ordinance Provision.** An adopted MDP is a subpart of the zoning ordinance. As is the case with other provisions of the Zoning Ordinance, all other provisions of the Clearfield City Municipal Code continue to apply within an approved MDP.

“Exhibit A”

- 2) If a conflict occurs between a requirement or other provision of an adopted MDP and a requirement or other provision of the Zoning Ordinance, the provision of the MDP shall control regardless of whether the MDP provision is more liberal or more restrictive. In any instance where there is no conflict between a requirement of an adopted MDP and a requirement or other provision of the Zoning Ordinance because a development-related subject is addressed in the Zoning Ordinance, but not in the MDP, the zoning ordinance provision shall apply.
- 3) In any instance where there is no conflict between a requirement of MDP and a requirement or other provision of the Municipal Code because a regulatory subject is addressed elsewhere in the Municipal Code, but not in an adopted MDP, such as, by way of example but without limitation, the home occupation requirements set forth in Title 11, Chapter 16 of the Municipal Code, the Municipal Code provision is intended to, and shall, apply.

11-11E-7 Findings for Approval

- A. The Planning Commission must make the following findings to approve a recommendation to the City Council for re-zoning the property to the MU zone:
 - 1) The MDP is consistent with the statement of objectives of a mixed-use (MU) zone contained in this Chapter.
 - 2) To the extent that the MDP departs from zoning and subdivision regulations otherwise applicable to the property (including but not limited to density, bulk and use) it is nevertheless still consistent with adopted master plan land use maps and policies. Architectural controls and other quality measurements of design are clearly articulated in the MDP.
 - 3) The ratio of residential to non-residential uses in the planned development is consistent with the Master Plan; specifically, that the MDP provides a substantial non-residential component in comparison with the residential uses proposed.
 - 4) The proposed development can be adequately served by public facilities and complies with the minimum design criteria for these public facilities, including but not limited to water, storm drain, sewer, and roads. Any upgrades or necessary improvements to public facilities have been clearly identified and the responsibility of construction and costs will not be incurred by the City.
 - 5) Any development-related adverse impacts, such as traffic, noise, orders, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods, are mitigated by improvements or modifications either on-site or within the public right-of-way.
 - 6) The common open space provided in the MDP exceeds the minimum area and improvement standards.

“Exhibit A”

- 7) Where an MDP proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents and owners of the project area and the integrity of the plan and, where the plan provides for phases, the period in which the application for each phase must be filed.
 - 8) That each individual unit or phase of the development, as well as the total development, can exist independently and be capable of creating a good environment in the locality and be as desirable and stable in any phase as in the total development.
 - 9) The project will not result in material prejudice of surrounding properties, and will not endanger the health, safety, and welfare of the community.
 - 10) The MDP has a beneficial relationship to the neighborhood and area in which it is proposed to be established. This also includes providing a thorough analysis and adequate documentation of the impact the zoning may have on the City’s public schools.
- B. Length of approval. Construction, as defined by the Uniform Building Code, will be required to commence within two (2) years of the date of the approval of the MDP. After construction commences, the MDP shall remain valid as long as it is consistent with the approved specific project phasing plan as set forth in the MDP. It is anticipated that the specific project phasing and may require Planning Commission review and reevaluation of the project at specified points in the development of the project.

11-11E-8 Development Review

- A. As determined through the MDP approval, portions of the project area that are specifically given Site Plan approval will proceed directly to the building and engineering permitting process (pursuant to 11-2-3). Portions of the project that are not identified as obtaining Site Plan approval at the time of the MDP approval, will proceed through the Site Plan approval process (pursuant to 11-5-1).
- B. Should at any time, the determination be made by the Zoning Administrator, or assigned designee, that submitted construction documents are not in substantial conformance with the approved MDP, the submittal will be referred to and reviewed by the Planning Commission and will follow the modification procedures as outlined in this Chapter.
- C. Construction without approval is prohibited. No building or zoning permit shall be issued for any use under a MU zoning designation prior to approval of the MDP as prescribed herein.

11-11E-9 Modifications or Amendments

- A. Modifications to an adopted MDP, which constitute a change in concept, land use, density, unit type, or configuration of any portion or phase of the MDP will justify review of the amendments by the Planning Commission, and the City Council.

“Exhibit A”

- 1) The proposed amendments will be brought to the Planning Commission and City Council for review and determination. Planning Commission will make a recommendation to the City Council on whether the proposed modifications are of a material change to the MDP. City Council will make a final determination on whether the proposed modifications constitute a material change.
 - 2) If the proposed modification is determined by the City Council to be of a material change, the project will be required to go through the Zoning Amendment process as outlined in Title 11 Chapter 6 and pay applicable application and review fees. An amended MDP will be required to be adopted by Ordinance.
- B. Future changes of use on developed properties in the MU Zone may still be subject to Site Plan or Conditional Use approval.

11-11E-10 MDP Administration

- A. Responsibility for Administration. The MDP shall be administered by the Zoning Administrator, or assigned designee and the other decision-making authorities identified in the Plan. All findings, approvals, determinations and discretionary judgments, including those delegated to subordinates pursuant to the MDP by the Zoning Administrator, or assigned designees, shall be carried out in a manner consistent with the purposes of the adopted MDP, the City Zoning Ordinance, the City Master Plan, and the orderly development of the City.

11-11E-11 MDP Interpretation

- A. Interpretation. Whenever the Zoning Administrator determines that the meaning or applicability of any requirement of the MDP is subject to interpretation generally or as applied to a specific case, the Zoning Administrator shall issue an official interpretation.
- B. Findings and Basis for Interpretation. The issuance of an interpretation shall include findings stating the basis for the interpretation. The basis for an interpretation may include technological changes or new industry standards. The issuance of an interpretation shall also include a finding documenting the consistency of the interpretation with the City Master Plan and Zoning Ordinance.
- C. Record of Interpretations. Official interpretations shall be in writing and shall quote the provisions of the MDP being interpreted, the applicability in the specific or general circumstances that caused the need for interpretations, and the determination.

CLEARFIELD CITY RESOLUTION 2012R-23

A RESOLUTION ANNEXING CERTAIN AREAS IN WEST POINT, DAVIS COUNTY, UTAH INTO THE NORTH DAVIS FIRE DISTRICT AND PROVIDING FOR RELATED MATTERS.

WHEREAS by Resolution No. 2004R-25 duly adopted on October 12, 2004, the Clearfield City Council (the “Council”) acting as the Governing Body created the North Davis Fire District, a Special Service District in Davis County, Utah (the “District”) to provide fire protection, emergency medical and ambulance, and emergency 911 services, as authorized by Article XI, Section 7 of the Utah Constitution and by the Utah Special Service District Act, Title 17A, Chapter 2, Part 13, Utah Code Annotated 1953, now known as the “Special Service District Act.” Title 17D, Chapter 1, Utah Code Annotated, 1953 (the “Act”); and

WHEREAS, it appears to the Council that the public health convenience and necessity require the annexation to the District of the territory hereinafter described (the “Annexed Area”) pursuant to the Act and Article XI, Section 7 of the Utah Constitution; and

WHEREAS pursuant to Resolution 2012R-19 (the “Intent Resolution”) adopted on October 9, 2012 the City Council gave notice of its intention to annex into the District the Annexed Area comprised of certain areas annexed to West Point City since October 12, 2004 and having the boundaries set out in Section 2 hereof, by causing to be published in *The Standard-Examiner* on October 23, 2012, October 30, 2012, and November 6, 2012 a “Notice of Intention to Annex Certain Areas to the North Davis Fire District” in Davis County, Utah (the “Notice of Intention”); and

WHEREAS pursuant to the Intent Resolution, the City Council held a public hearing on November 13, 2012, at 7:00 p.m. (the “Hearing”), at the regular meeting place of the City Council at the Clearfield City Hall, 55 South State Street, in Clearfield, Utah, on the annexation of the Annexed Area into the District, public notice of the time and place of which was given

through publication of the Notice of Intention as described above, the first of such publications having been not less than twenty-one (21) days nor more than thirty-five (35) days prior to the date of the Hearing; and

WHEREAS the City Council considered at the Hearing all protests filed and heard (no protests were filed and no interested person came forward to be heard), and the time for filing protests as provided in the Act has expired; and

WHEREAS the City Recorder has previously filed or caused to be filed a certified copy of the Intent Resolution with the City Recorder of West Point City, Utah, and the Clerk of the North Davis Fire District together with a request of the City Council that the West Point City Council and the Administrative Control Board of the North Davis Fire District consent to the annexation to the District of the Annexed Area; and

WHEREAS by resolution duly adopted on October 16, 2012 the West Point City Council requested and consented to the annexation into the District of the Annexed Area lying within its boundaries; and

WHEREAS by Resolution duly adopted by the Administrative Control Board on October 18, 2012, the North Davis Fire District, Utah, requested and consented to the annexation into the District of the Annexed Area; and

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council as follows:

Section 1. The Council does hereby find and determine that:

(a) Public notice of the Hearing on the annexation of the Annexed Area into the District was given by the City Recorder by publication of an appropriate notice (the Notice of Intention) in *The Standard-Examiner*, a newspaper published and of general circulation in Davis County, Utah, once a week for three consecutive weeks on October 23, 2012, October 30, 2012, and November 6, 2012; the first of said publications having

been made not less than twenty-one (21) days nor more than thirty-five (35) days prior to the date of the Hearing.

(b) The City Recorder has previously filed or caused to be filed a certified copy of the Intent Resolution with the City Recorder of West Point City, and the Clerk of the North Davis Fire District, together with the request of the Council that the City Council of West Point City and the Administrative Control Board of the North Davis Fire District request and consent to the annexation into the District.

(c) By Resolution duly adopted on October 16, 2012, the City Council of West Point, Utah, consented to the annexation of the Annexed Area into the District.

(d) By resolution duly adopted on October 18, 2012, the Administrative Control Board of the North Davis Fire District, Utah, consented to the annexation of the Annexed Area into the District.

(e) The following persons filed written protests against the annexation of the Annexed Area into the District, at or prior to the Hearing, which written protests were not withdrawn prior to the adoption of this resolution:

NAME

ADDRESS

None.

(f) A public hearing on the annexation of the Annexed Area into the District was held and conducted by the Council as required by law and the Intent Resolution on November 13, 2012, at 7:00 p.m., at the regular meeting place of the Council in the Clearfield City Hall, in Clearfield, Utah, at which Hearing the Council gave full

consideration to all protests that were filed and heard and considered all interested persons desiring to be heard.

(g) After careful consideration of all factors involved and of all objections and protests, it has been and is hereby found, determined and declared that: (i) all property included within the boundaries of the Annexed Area, as such boundaries are set out in the Intent Resolution and in Section 2 hereof, will be directly benefitted by the services to be furnished therein by the District, (ii) none of the Annexed Area is also contained within the boundaries of any other special service district created under the Act to provide services, (iii) the public health, convenience and necessity requires the annexation to the District of the Annexed Area pursuant to the provisions of the Act and Article XI, Section 7 of the Utah Constitution, and (iv) all proceedings taken in annexing the Annexed Area into the District have been in compliance with law.

Section 2. The Annexed Area is hereby annexed into the District. The boundaries of the Annexed Area are described in Exhibit “A” which is attached hereto and by reference made a part hereof.

Section 3. The Annexed Area is annexed into the District for the purpose of providing fire protection, emergency medical and ambulance services and emergency 911 services within the Annexed Area.

Section 4. The Council hereby finds and determines that adequate protests have not been filed with the City Recorder to prevent such annexation (no protests were filed).

Section 5. Pursuant to the requirements of Title 17D, Chapter 1, Section 403, Utah Code Annotated 1953, as amended, the City Council shall file a notification of the annexation of the Annexed Area into the District with the Lieutenant Governor within 30 days after the

adoption of this Resolution, which notification shall include the information and certification required by such statute.

Section 6. All acts and resolutions in conflict with this Resolution or any part thereof are hereby repealed.

Section 7. This Resolution shall take immediate effect upon its adoption and approval.

ADOPTED AND APPROVED this 11th day of December, 2012.

CLEARFIELD CITY CORPORATION

By: _____
Don W. Wood, Mayor

ATTEST:

Nancy Dean
City Recorder

[SEAL]

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

EXHIBIT “A”

1. Annexation – September 5, 2006

BEGINNING AT THE CENTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE WEST 1320.00 FEET ALONG THE NORTH LINE OF SYRACUSE CITY AND SAID LINE EXTENDED; THENCE NORTH 1231.74 FEET TO THE SOUTH LINE OF WEST POINT CITY; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 87°26'45" EAST 250.68 FEET, SOUTH 06°20'00" EAST 504.90 FEET, EAST 1017.06 FEET TO THE WEST LINE OF WEST POINT CITY; THENCE SOUTH 0°14'47" WEST 741.10 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 25.7 ACRES, MORE OR LESS.

2. Annexation – January 16, 2007

BEGINNING ON SECTION LINE SAID POINT BEING LOCATED NORTH 89°59'15" WEST 75.90 FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1371.04 FEET TO A BOUNDARY LINE AGREEMENT (NOT YET RECORDED); THENCE SOUTH 00°04'46" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1323.92 FEET TO THE NORTH LINE OF WEST POINT CITY; THENCE SOUTH 89°44'40" EAST ALONG SAID NORTH LINE 1357.03 FEET TO THE EAST LINE 4500 WEST STREET; THENCE NORTH 00°41'00" EAST 1329.76 FEET TO THE POINT OF BEGINNING.

3. Annexation – April 17, 2007

A part of the Northwest quarter of Section 30 and Southwest quarter of Section 19, Township 5 North, Range 2 West, and the Southeast quarter of Section 24 and Northeast quarter of Section 25, Township 5 North, Range 3 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point on a fence line which is 1294.47 feet North 0°19'44" West along the section line from the West Quarter Corner of said Section 30; running thence North 89°41'44" West 171.42 feet along said fence line and line extended to the centerline of 5000 West Street (SR-37); thence along said centerline three (3) courses as follows: North 0°21'16" East 1018.71 feet, North 0°10'44" West 328.90 feet, NORTH 385.02 feet; thence EAST 1357.62 feet; thence SOUTH 385.02 feet to a point on the south section line of said Section 19; thence EAST 18.78 feet along said section line to a line established by a boundary line agreement as recorded in the Davis County Records Office as Entry No. 2150862 in Book 3987 at Page 970-972; thence South 0°04'03" West 1323.92 feet along said line; thence North 89°28'01" West 16.44 feet to a

fence; thence South $0^{\circ}31'59''$ West 31.07 feet along said fence to a fence corner; thence North $89^{\circ}41'44''$ West 1192.00 feet along said fence to the point of beginning.

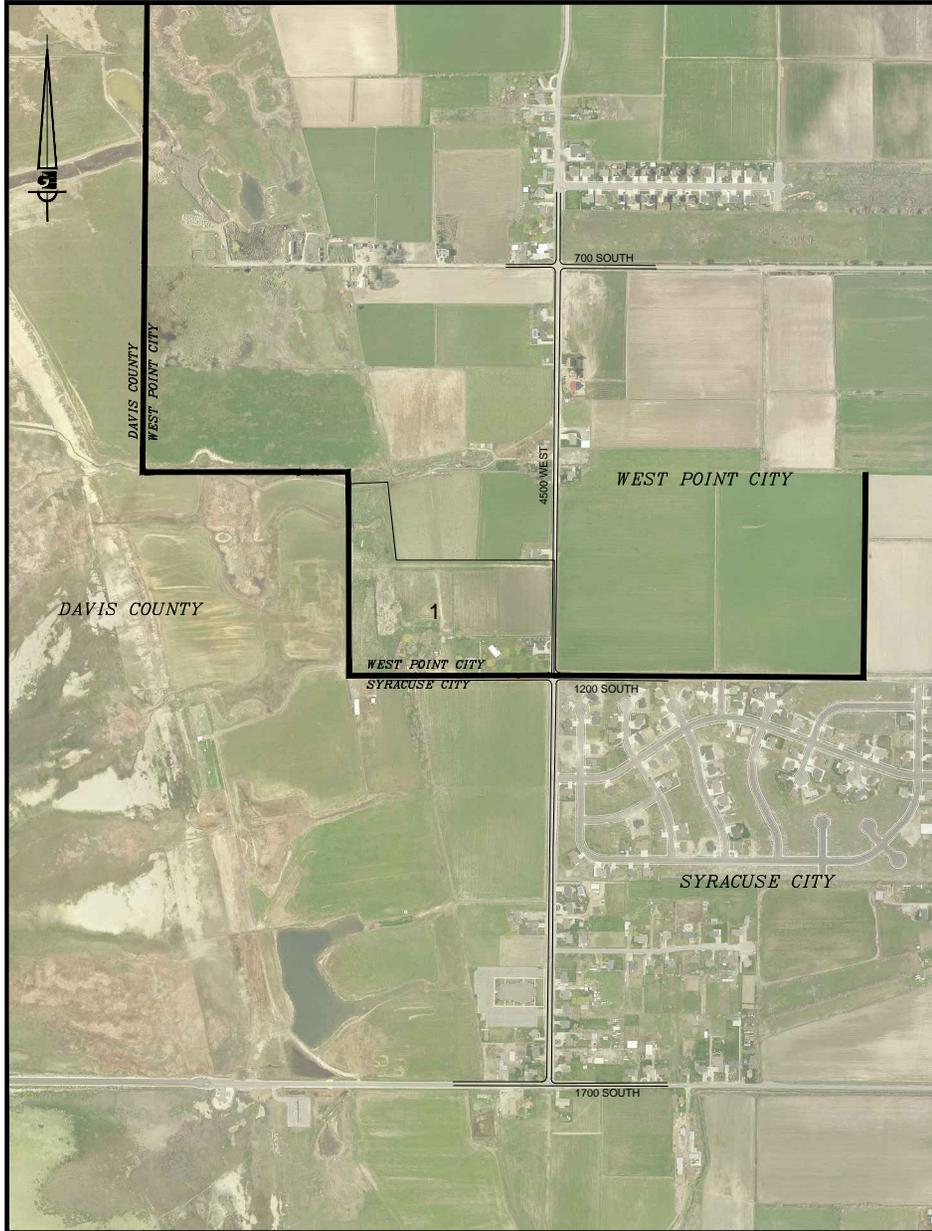
Contains 2,383,015 sq. ft. or 54.706 acres

4. Annexation – February 5, 2008

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH
RANGE 2 WEST:

BEGINNING AT A POINT ON THE CENTERLINE OF 4500 WEST STREET, SAID POINT BEING $N89^{\circ}59'15''W$ 93.57 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19; THENCE $N89^{\circ}59'15''W$ 1,372.15 FEET; THENCE NORTH 718.02 FEET; THENCE EAST 1,143.97 FEET; THENCE $N00^{\circ}22'09''W$ 220.00 FEET; THENCE $S89^{\circ}56'46''E$ 233.00 FEET; THENCE $S00^{\circ}12'29''W$ 938.10 FEET TO THE POINT OF BEGINNING

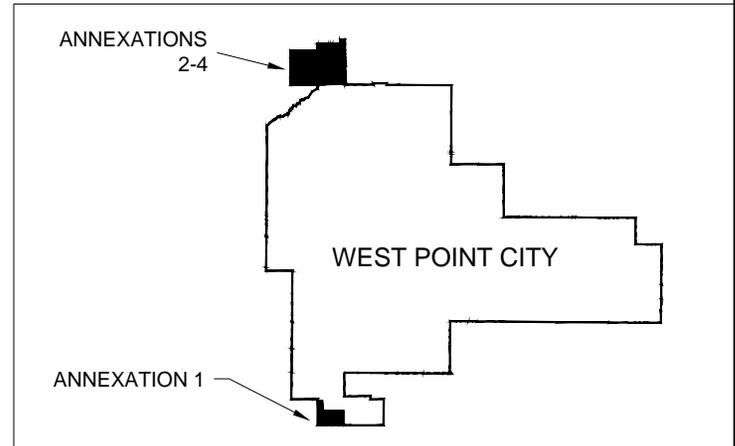
CONTAINING 23.81 ACRES.



1. ANNEXATION - SEPTEMBER 5, 2006

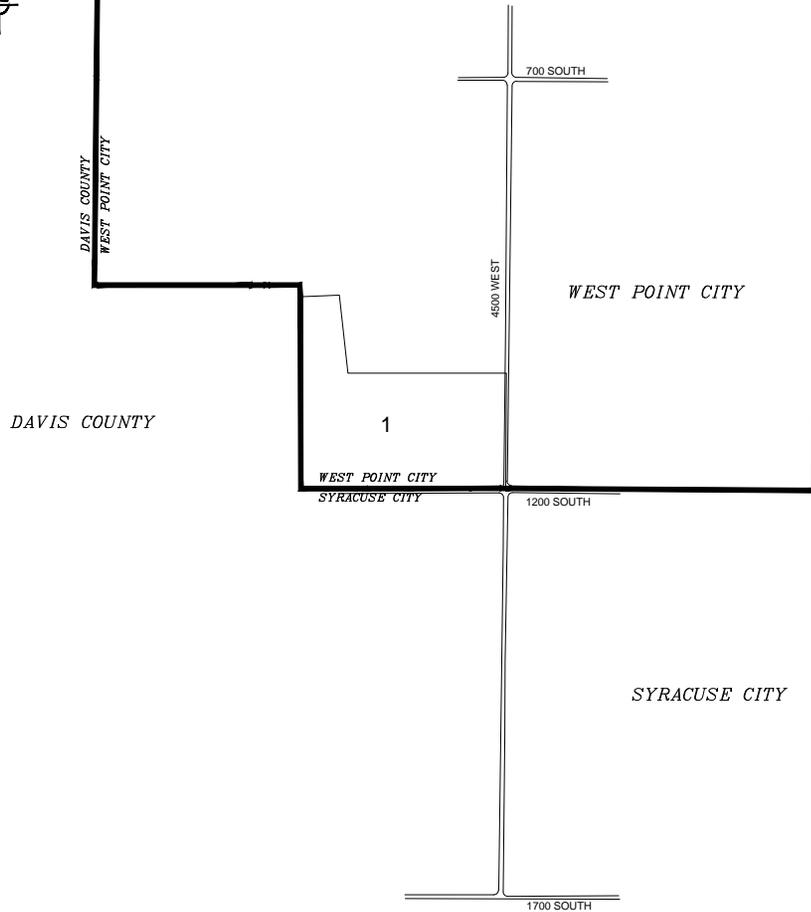
BEGINNING AT THE CENTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE WEST 1320.00 FEET ALONG THE NORTH LINE OF SYRACUSE CITY AND SAID LINE EXTENDED; THENCE NORTH 1231.74 FEET TO THE SOUTH LINE OF WEST POINT CITY; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 87°26'45" EAST 250.68 FEET, SOUTH 06°20'00" EAST 504.90 FEET, EAST 1017.06 FEET TO THE WEST LINE OF WEST POINT CITY; THENCE SOUTH 0°14'47" WEST 741.10 FEET ALONG SAID LINE TO THE POINT OF BEGINNING,

CONTAINING 25.7 ACRES, MORE OR LESS.



**EXHIBIT A
ANNEXATIONS**

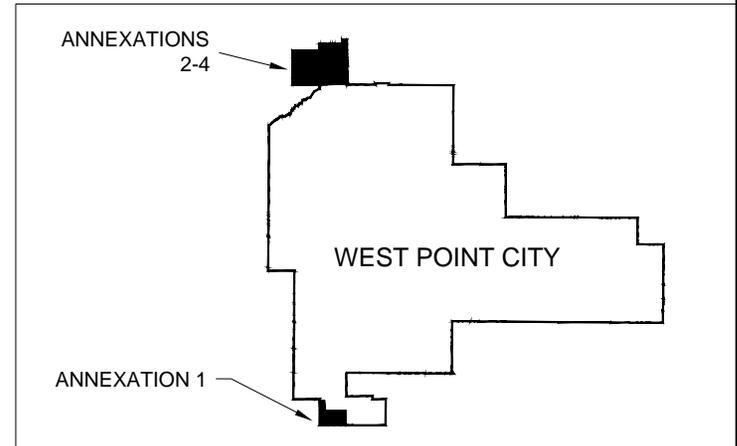
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1. ANNEXATION - SEPTEMBER 5, 2006

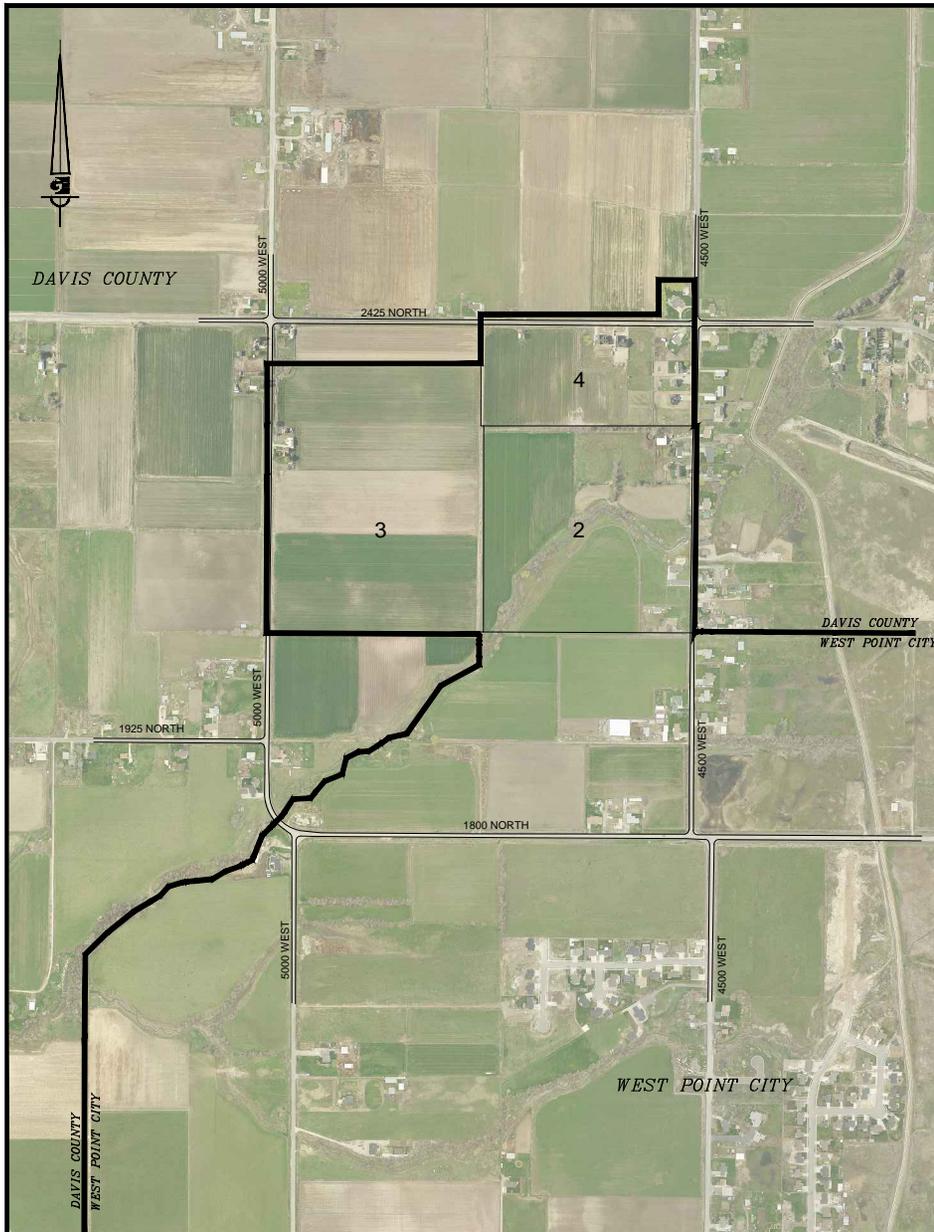
BEGINNING AT THE CENTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE WEST 1320.00 FEET ALONG THE NORTH LINE OF SYRACUSE CITY AND SAID LINE EXTENDED; THENCE NORTH 1231.74 FEET TO THE SOUTH LINE OF WEST POINT CITY; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 87°26'45" EAST 250.68 FEET, SOUTH 06°20'00" EAST 504.90 FEET, EAST 1017.06 FEET TO THE WEST LINE OF WEST POINT CITY; THENCE SOUTH 0°14'47" WEST 741.10 FEET ALONG SAID LINE TO THE POINT OF BEGINNING,

CONTAINING 25.7 ACRES, MORE OR LESS.



**EXHIBIT A
ANNEXATIONS**

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| DATE AUGUST 2012 | APPROVED | FILE NUMBER |



2. ANNEXATION - JANUARY 16, 2007

BEGINNING ON SECTION LINE SAID POINT BEING LOCATED NORTH 89°59'15" WEST 75.90 FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1371.04 FEET TO A BOUNDARY LINE AGREEMENT (NOT YET RECORDED); THENCE SOUTH 00°04'46" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1323.92 FEET TO THE NORTH LINE OF WEST POINT CITY; THENCE SOUTH 89°44'40" EAST ALONG SAID NORTH LINE 1357.03 FEET TO THE EAST LINE 4500 WEST STREET; THENCE NORTH 00°41'00" EAST 1329.76 FEET TO THE POINT OF BEGINNING.

3. ANNEXATION - APRIL 17, 2007

A PART OF THE NORTHWEST QUARTER OF SECTION 30 AND SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 2 WEST, AND THE SOUTHEAST QUARTER OF SECTION 24 AND NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON A FENCE LINE WHICH IS 1294.47 FEET NORTH 0°19'44" WEST ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 30; RUNNING THENCE NORTH 89°41'44" WEST 171.42 FEET ALONG SAID FENCE LINE AND LINE EXTENDED TO THE CENTERLINE OF 5000 WEST STREET (SR-37); THENCE ALONG SAID CENTERLINE THREE (3) COURSES AS FOLLOWS: NORTH 0°21'16" EAST 1018.71 FEET, NORTH 0°10'44" WEST 328.90 FEET, NORTH 385.02 FEET; THENCE EAST 1357.62 FEET; THENCE SOUTH 385.02 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 19; THENCE EAST 18.78 FEET ALONG SAID SECTION LINE TO A LINE ESTABLISHED BY A BOUNDARY LINE AGREEMENT AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE AS ENTRY NO. 2150862 IN BOOK 3987 AT PAGE 970-972; THENCE SOUTH 0°04'03" WEST 1323.92 FEET ALONG SAID LINE; THENCE NORTH 89°28'01" WEST 16.44 FEET TO A FENCE; THENCE SOUTH 0°31'59" WEST 31.07 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE NORTH 89°41'44" WEST 1192.00 FEET ALONG SAID FENCE TO THE POINT OF BEGINNING.

CONTAINS 2,383,015 SQ. FT. OR 54.706 ACRES

4. ANNEXATION - FEBRUARY 5, 2008

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH RANGE 2 WEST:

BEGINNING AT A POINT ON THE CENTERLINE OF 4500 WEST STREET, SAID POINT BEING N89°59'15"W 93.57 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19; THENCE N89°59'15"W 1,372.15 FEET; THENCE NORTH 718.02 FEET; THENCE EAST 1,143.97 FEET; THENCE N00°22'09"W 220.00 FEET; THENCE S89°56'46"E 233.00 FEET; THENCE S00°12'29"W 938.10 FEET TO THE POINT OF BEGINNING

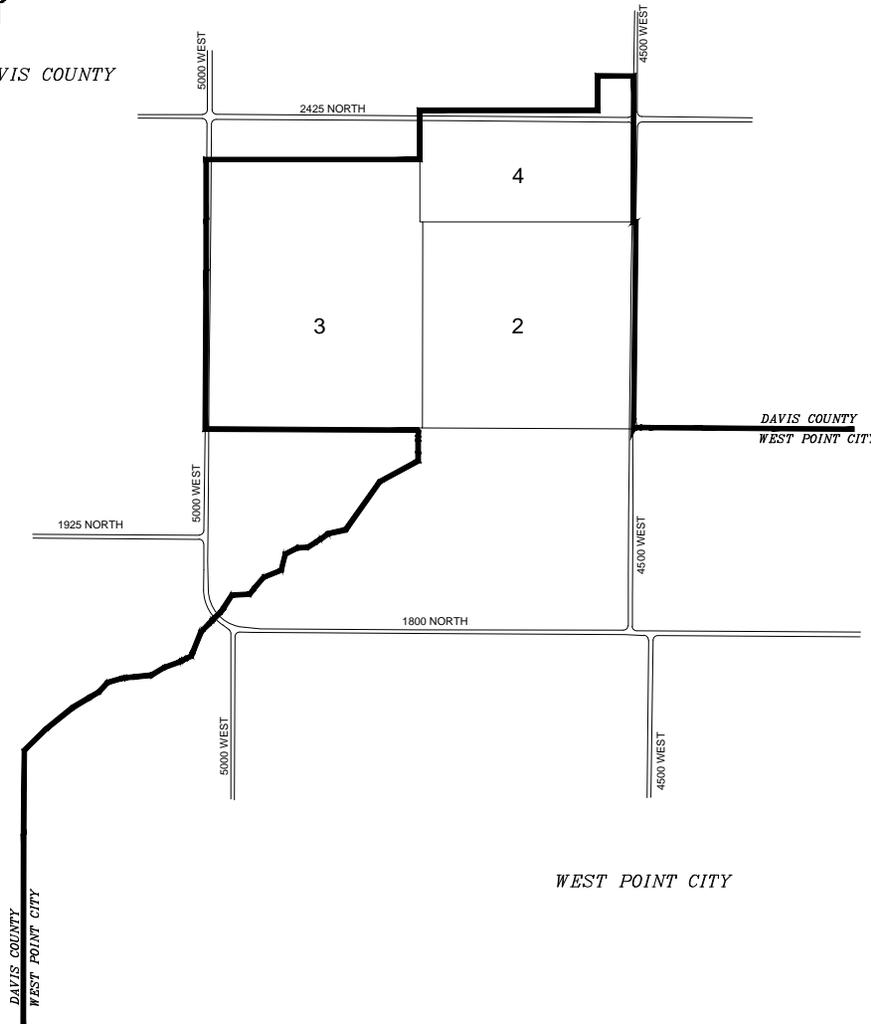
CONTAINING 23.81 ACRES.

**EXHIBIT B
ANNEXATIONS**

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| DATE AUGUST 2012 | APPROVED | FILE NUMBER |



DAVIS COUNTY



2. ANNEXATION - JANUARY 16, 2007

BEGINNING ON SECTION LINE SAID POINT BEING LOCATED NORTH 89°59'15" WEST 75.90 FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1371.04 FEET TO A BOUNDARY LINE AGREEMENT (NOT YET RECORDED); THENCE SOUTH 00°04'46" WEST ALONG SAID BOUNDARY LINE AGREEMENT 1323.92 FEET TO THE NORTH LINE OF WEST POINT CITY; THENCE SOUTH 89°44'40" EAST ALONG SAID NORTH LINE 1357.03 FEET TO THE EAST LINE 4500 WEST STREET; THENCE NORTH 00°41'00" EAST 1329.76 FEET TO THE POINT OF BEGINNING.

3. ANNEXATION - APRIL 17, 2007

A PART OF THE NORTHWEST QUARTER OF SECTION 30 AND SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 2 WEST, AND THE SOUTHEAST QUARTER OF SECTION 24 AND NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON A FENCE LINE WHICH IS 1294.47 FEET NORTH 0°19'44" WEST ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 30; RUNNING THENCE NORTH 89°41'44" WEST 171.42 FEET ALONG SAID FENCE LINE AND LINE EXTENDED TO THE CENTERLINE OF 5000 WEST STREET (SR-37); THENCE ALONG SAID CENTERLINE THREE (3) COURSES AS FOLLOWS: NORTH 0°21'16" EAST 1018.71 FEET, NORTH 0°10'44" WEST 328.90 FEET, NORTH 385.02 FEET; THENCE EAST 1357.62 FEET; THENCE SOUTH 385.02 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 19; THENCE EAST 18.78 FEET ALONG SAID SECTION LINE TO A LINE ESTABLISHED BY A BOUNDARY LINE AGREEMENT AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE AS ENTRY NO. 2150862 IN BOOK 3987 AT PAGE 970-972; THENCE SOUTH 0°04'03" WEST 1323.92 FEET ALONG SAID LINE; THENCE NORTH 89°28'01" WEST 16.44 FEET TO A FENCE; THENCE SOUTH 0°31'59" WEST 31.07 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE NORTH 89°41'44" WEST 1192.00 FEET ALONG SAID FENCE TO THE POINT OF BEGINNING.

CONTAINS 2,383,015 SQ. FT. OR 54.706 ACRES

4. ANNEXATION - FEBRUARY 5, 2008

PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH RANGE 2 WEST:

BEGINNING AT A POINT ON THE CENTERLINE OF 4500 WEST STREET, SAID POINT BEING N89°59'15"W 93.57 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19; THENCE N89°59'15"W 1,372.15 FEET; THENCE NORTH 718.02 FEET; THENCE EAST 1,143.97 FEET; THENCE N00°22'09"W 220.00 FEET; THENCE S89°56'46"E 233.00 FEET; THENCE S00°12'29"W 938.10 FEET TO THE POINT OF BEGINNING

CONTAINING 23.81 ACRES.

**EXHIBIT B
ANNEXATIONS**

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| DATE AUGUST 2012 | APPROVED | FILE NUMBER |

CLEARFIELD CITY RESOLUTION 2012R-24

A RESOLUTION APPROVING AND ADOPTING
AMENDMENTS TO THE 2012/2013 BUDGET AND
APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH
THEREIN

WHEREAS, Clearfield City is six months into its budget period which began on July 1, 2012 and ends on June 30, 2013; and

WHEREAS, the City Council has approved some expenditures that were not included in the original budget; and

WHEREAS, Utah state code allows the City Council to make adjustments to the budget; and

WHEREAS, proper notice of the public hearing for this matter was given; and

WHEREAS, Clearfield City has considered and approved those amendments.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the amendments to the Clearfield City budget beginning July 1, 2012 and ending June 30, 2013 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference are authorized and approved.

The Mayor is authorized to sign any documents reflecting those amendments.

Passed and adopted at the Clearfield City Council meeting held on December 11, 2012.

Dated this 11th day of December, 2012.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Donald W. Wood, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:



Administrative Services

55 South State Street
 Clearfield, Utah 84015
 Phone: 801.525.2700
 Fax: 801.525.2864

Date: December 11, 2012
 To: Mayor and City Council
 From: Bob Wylie, Administrative Services Director
 Subject: Items for re-opened budget FY13

This document illustrates the proposed changes to budgets that need to be made from the originally approved FY13 budget.

The following is a list of these changes, the reason why and the funding source.

Budget adjustments are listed as follows:

Fund 10 - General Fund:

| <u>Division</u> | <u>Amount</u> | <u>Description</u> | <u>Funding Source</u> |
|-------------------------------|---------------|--|-----------------------|
| A. Information Tech. | \$ 17,627 | Audio Visual Council | Fund Balance |
| B. Police | \$168,653 | Pole Cameras | Federal Grant |
| C. Aquatic Center | \$ 5,214 | Swim team | Donation account |
| | \$ 632 | Youth Council - Pepsi | Donation account |
| | \$ 422 | Boonanza | Donation account |
| D. Various Departments | \$ 30,000 | Market Adjustments | HR 's budget |
| E. Administrative Services | \$ 4,000 | Card key access to server room | Fund Balance |
| | \$ 7,000 | Electronic Whiteboards (SMART) | Fund Balance |
| F. Community Services | \$ 15,000 | City office building shrub/flower beds | Fund Balance |
| | \$ 6,000 | ADA pool lift and install | Fund Balance |
| | \$ 30,000 | Community Arts Center – large windows | Fund Balance |
| | \$ 40,000 | Tables and garbage cans for City parks | Fund Balance |
| G. Executive – Various Depts. | \$110,000 | Merit increases for employees | Fund Balance |
| H. Roads | \$ 80,000 | Annual road operational maintenance | Fund Balance |
| I. Police | \$ 20,000 | Replacement of Police Radios | Fund Balance |
| | \$ 8,000 | 2 Arbitrator cameras for interview rooms | Fund Balance |
| | \$ 9,000 | Handgun replacements | Fund Balance |



Administrative Services

55 South State Street
 Clearfield, Utah 84015
 Phone: 801.525.2700
 Fax: 801.525.2864

Fund 45 – Capital Projects – Funding from General Fund Transfers

| <u>Division</u> | <u>Amount</u> | <u>Description</u> | <u>Funding Source</u> |
|------------------------------------|---------------|---|-----------------------|
| J. Roads (454410) | \$ 18,500 | 800 N Sidewalks, Ph2 – 750 W to 825 W | General Fund Balance |
| | \$180,000 | Frontage Road / 1000 East, 200 S. to 700 S. | General Fund Balance |
| | \$175,000 | 550 E Street and Utility Upgrade (GF portion) | General Fund Balance |
| Westwood Subdivision | | | |
| | \$ 72,500 | 150 South, 1000 W. to 150 W. (overlay) | General Fund Balance |
| | \$ 20,700 | 1250 West, 143 S. to 200 S. (overlay) | General Fund Balance |
| | \$ 11,700 | 150 North – 1200 W. Cul-de-sac (overlay) | General Fund Balance |
| | \$ 11,700 | 150 North – 1300 W. Cul-de-sac (overlay) | General Fund Balance |
| | \$ 11,300 | 150 South – 1300 W. Cul-de-sac (overlay) | General Fund Balance |
| | \$ 14,700 | 1450 West, 25 N. to 200 So. (chip seal) | General Fund Balance |
| Capital Project – Buildings | | | |
| | \$ 30,000 | Building capital replacement fund | General Fund balance |
| | \$ 72,000 | CAC HVAC assessment and repair | General Fund Balance |
| Capital Projects – Parks | \$ 50,000 | Island View Park playground replacement | General Fund balance |
| Capital Projects - IT | \$122,000 | Electronic time and attendance system | General Fund Balance |
| | \$ 22,000 | CLASS software replacement | General Fund Balance |

Funds 50 –61 , Enterprise / Fleet Funds

| | | | |
|---|-------------|---------------------------------|----------------------------|
| K. Fund 51 – Water Capital Projects | | | |
| | \$ 248,000 | PW0141 - 700 So. Reservoir roof | Other projects |
| | \$ <59,000> | PW0017 – 100 No CDBG | Transfer to PW0141 |
| | \$ <38,200> | PW0127 – 525 No waterline | Transfer to PW0141 |
| | \$ <75,000> | PW0115 – Freeport Meter upgrade | Transfer to PW0141 |
| | \$ <15,800> | PW0086 – Freeport Meter Vault | Transfer to PW0141 |
| | \$ <20,000> | PW0028 – Clean Reservoir | Transfer to PW0141 |
| | \$ <40,000> | PW0140 – 18” waterline | Transfer to PW0141 |
| L. Fund 61 – Fleet Internal Service Fund | | | |
| | \$ 55,000 | 55hp batwing mower | Transfer from General Fund |
| | \$ 6,000 | Tractor mount spray tank | Transfer from General Fund |

Hopefully this will give you time to review these items. If you have any questions regarding these items for the FY2013 re-open budget, please let me know.

Thank you.



CITY COUNCIL

STAFF REPORT

AGENDA
ITEM #

TO: Honorable Mayor and Council

FROM: Valerie Claussen, MPA, AICP
Development Services Manager
vclaussen@clearfieldcity.org (801) 525-2785

MEETING DATE: October 23, 2012

SUBJECT: Discussion, and Possible Action on the final acceptance and escrow release for Clearfield Park Meadows subdivision Phase 5 located in the vicinity south of 700 South and Depot Street alignment.

RECOMMENDATION

Move to accept the subdivision public improvements at Clearfield Park Meadows, Phase 5 for perpetual maintenance by the City and release any remaining funds associated therewith in escrow to the Developer.

PROJECT SUMMARY

| Project Information | |
|----------------------------|--------------------------------------|
| Project Name | Clearfield Park Meadows, Phase 5 |
| Site Location | 700 South and Depot Street alignment |
| Developer | Westates Travis Taylor |
| Proposed Actions | Final Acceptance and Escrow Release |

BACKGROUND

Clearfield Park Meadows, Phase 5 is located in the vicinity south of 700 South and Depot Street Alignment (See *Attachment 1: Clifford Park Plats*). In accordance with Title 12, Chapter 9, of the Clearfield City Code, the City Engineer has completed the final inspection of the Clearfield Park Meadows, Phase 5 subdivision and found all the public improvements to have been installed correctly. The warranty period is over and the City Engineer recommends final acceptance of the improvements for perpetual maintenance, and a release of the escrow by the City Council. The City Engineer's inspection letter and recommendation are attached (See *Attachment 2: Clifford Park Final Inspection and Approval Letter*).

ATTACHMENTS

1. Clifford Park Plats
2. Clifford Park Final Inspection and Approval Letter

Clearfield Park Meadows Phase 5
 A SUBDIVISION
 LOCATED IN THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 4 N, RANGE 2 WEST, SAULT LAKE BASE AND MERIDIAN
 THE 7TH DISTRICT

SUPPLEMENTAL CERTIFICATE
 TO THE PLAT OF CLEARFIELD PARK MEADOWS PHASE 5, A SUBDIVISION, AS SHOWN ON THE PLAT OF CLEARFIELD PARK MEADOWS PHASE 5, A SUBDIVISION, RECORDED IN BOOK 4785, PAGE 787, OF THE PUBLIC RECORDS OF CLEARFIELD COUNTY, PENNSYLVANIA, AND THE PLAT OF CLEARFIELD PARK MEADOWS PHASE 5, A SUBDIVISION, RECORDED IN BOOK 4785, PAGE 787, OF THE PUBLIC RECORDS OF CLEARFIELD COUNTY, PENNSYLVANIA, AND THE PLAT OF CLEARFIELD PARK MEADOWS PHASE 5, A SUBDIVISION, RECORDED IN BOOK 4785, PAGE 787, OF THE PUBLIC RECORDS OF CLEARFIELD COUNTY, PENNSYLVANIA.



10/24/08
 DATE

OWNER'S DEDICATION
 Ryan J. Williams
 THE PROFESSIONAL LAND SURVEYOR (PLS) NO. 14287

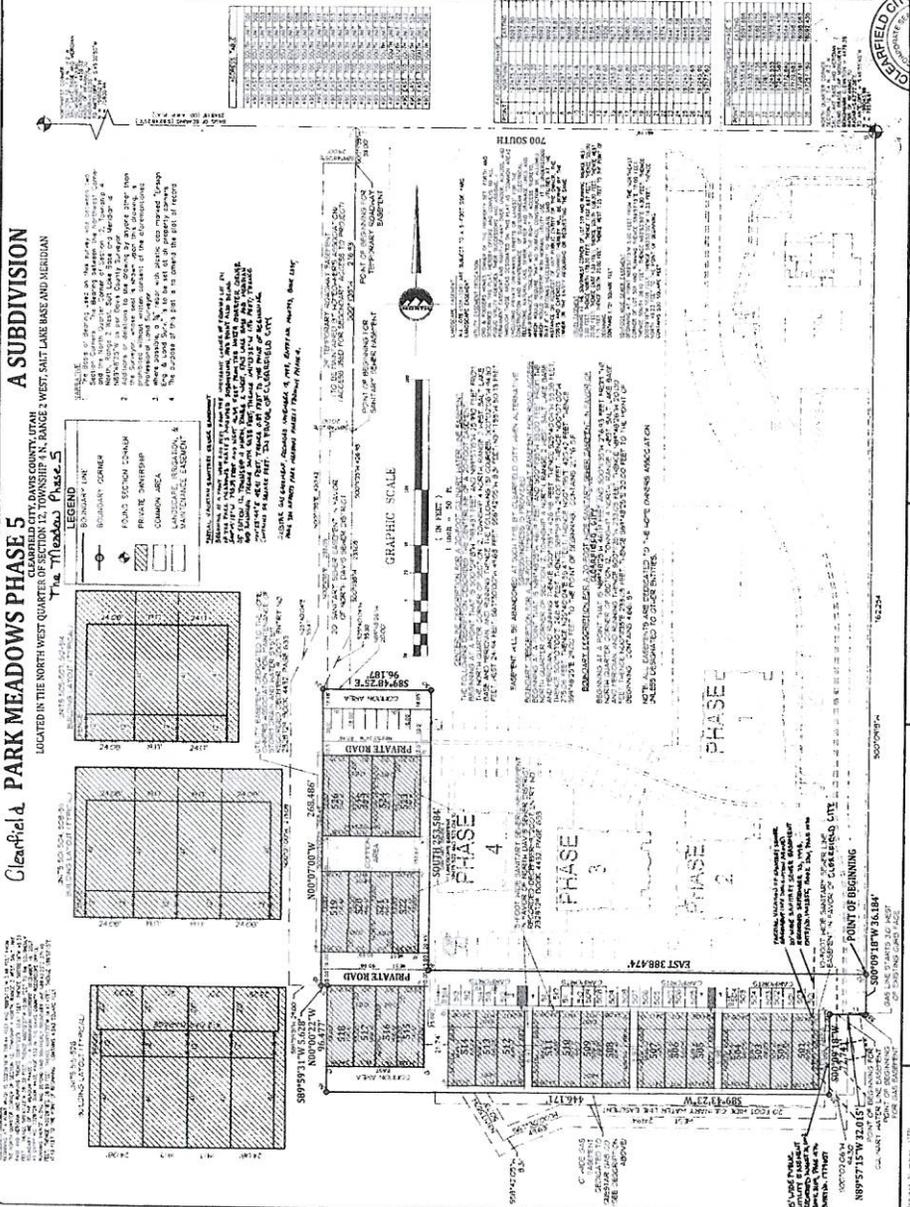
Plotted on map by these persons: Ryan J. Williams, PLS, No. 14287, and James E. Dwyer, PLS, No. 14287. The above mentioned map of the proposed subdivision is hereby dedicated to the public use of the people of the State of Pennsylvania.

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
 County of Clearfield
 On this 24th day of October, 2008, personally appeared before me, James E. Dwyer, PLS, No. 14287, the undersigned, who being duly sworn, depose and say that the above mentioned map of the proposed subdivision was prepared by the undersigned and that the same is a true and correct copy of the original map as the same appears on file in my office.

James E. Dwyer
 My Commission Expires 2-4-10
 55 S. State St., Clearfield, PA 16805
 My Commission Expires 2-4-10

Clearfield Park Meadows Phase 5
 A SUBDIVISION
 The "Parks" Phase 5
 LOCATED IN THE NORTH WEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SAULT LAKE BASE AND MERIDIAN, CLEARFIELD COUNTY, PENNSYLVANIA



CLEARFIELD COUNTY
 OFFICE OF THE COUNTY ENGINEER
 100 W. 11th St., Clearfield, PA 16805
 PHONE: 814-768-1234
 FAX: 814-768-1234

CITY ENGINEER'S APPROVAL
 APPROVED: [Signature]
 DATE: 10/24/08

PLANNING COMMISSION
 APPROVED: [Signature]
 DATE: 10/24/08

PLANNING COMMISSION
 APPROVED: [Signature]
 DATE: 10/24/08

4907

1 November 2012

City of Clearfield
55 South State Street
Clearfield City, Utah 84015

Attn: Valerie Claussen, Development Services Manager
Proj: **Park Meadows Phase 5 – Clearfield City**
Subj: Outstanding Subdivision Improvements – Punch List Warrantee Items

Dear Valerie,

During the last several months, I conducted on-site inspections of punch list items with Mr. Travis S. Taylor, for the above referenced subdivision.

Through the past summer months, Mr. Taylor directed the repair and replacement of all improvements that failed during the “Warrantee Period”. All items that were noted in our review letters, as needing repair or replacement, have been inspected and found completed and meeting the City Standards.

I recommend approval and warrantee release of the Park Meadows Phase 5 Subdivision.

Should you have any questions, feel free to contact our office.
Sincerely,

CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, PE.
City Engineer

Cc. Scott Hodge, Public Works Director
Kim Dabb, Operations Manager
Dan Schuler, Public Works Inspector
Michael McDonald, Building Official

CLEARFIELD CITY ORDINANCE 2012-16

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE FOR CLEARFIELD CITY CORPORATION.

PREAMBLE: Ordinance 2008-06 enacted a consolidated fee schedule for utilities, recreation, licensing, permits, impact fees, building rental, etc. for Clearfield City Corporation. A recent analysis of a utility rate study has identified that certain amendments to the fee schedule are warranted, which shall be enacted as outlined below.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment: Title 2, Chapter 5 of the Clearfield City Code is hereby amended to read as follows:

CONSOLIDATED FEE SCHEDULE CLEARFIELD CITY CORPORATION

UTILITIES

Water ** Water rates are from January 1st to December 31st

Single Family Dwellings

| | 2013 | 2014 | 2015 |
|---------------------------------------|---------|---------|---------|
| Base Fee (5/8" meter) | \$11.53 | \$11.70 | \$11.89 |
| Consumption Charges per 1,000 gallons | | | |
| 0 - 10,000 | \$0.87 | \$0.89 | \$0.91 |
| 10,001 - 40,000 | \$1.02 | \$1.04 | \$1.06 |
| 40,001 - 60,000 | \$1.17 | \$1.19 | \$1.21 |
| 60,001 - 80,000 | \$1.33 | \$1.36 | \$1.39 |
| 80,000 + | \$1.48 | \$1.51 | \$1.54 |

Multiple Dwelling Units, Apartment Houses & Mobile Home Parks

(7,000 gallons allowed per unit, then commercial rates apply)

| | | | |
|----------------------|---------|---------|---------|
| 1st Unit | \$12.42 | \$12.61 | \$12.86 |
| Each Additional Unit | | | |

Commercial/Industrial/Institutional/Dormitory

Base fee, based on meter size

| | | | |
|---------------------------------------|----------|----------|----------|
| 5/8" | \$16.86 | \$17.11 | \$17.45 |
| 1" | \$78.86 | \$80.04 | \$81.64 |
| 1.5" | \$78.86 | \$80.04 | \$81.64 |
| 2" | \$103.54 | \$105.01 | \$107.11 |
| 3" | \$263.47 | \$267.42 | \$272.77 |
| 4" | \$393.52 | \$399.42 | \$407.41 |
| 6" | \$518.02 | \$525.79 | \$536.31 |
| Consumption Charges per 1,000 gallons | \$1.07 | \$1.09 | \$1.11 |

Sprinkling lawns, unmetered - base fee from 5/8" commercial rate plus per square foot of lawn area. Unmetered lawn accounts will be billed monthly for a five (5) month period each year, from May 1 up to and including September 30.

| | | | |
|---|--------|--------|--------|
| Fire Protection Standby Charge: | | | |
| Sprinkling system standby charge per diameter inch of main pipe | \$3.06 | \$3.12 | \$3.18 |

\$0.005172 \$0.005275 \$0.005381

More than one User:

Minimum monthly fee based on meter size.
Consumption fee shall be divided equally between users unless users present a written agreement that fees shall be charged on different basis.

Unmetered Services

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees
8 or fewer employees minimum 1.0" meter size
9 or more employees, charged at 2.0" meter size

| | | |
|----------|----------|----------|
| \$79.24 | \$80.82 | \$82.44 |
| \$104.04 | \$106.12 | \$108.24 |

Sanitary Sewer

Residential

| | | | |
|-----------------|---------|---------|---------|
| Single Family | \$19.25 | \$19.44 | \$19.64 |
| Multi-Unit | | | |
| 1st Unit | N/A | N/A | N/A |
| All Other Units | \$15.82 | \$15.98 | \$16.14 |

Commercial/Industrial/Institutional/Dormitory

Metered

Base fee

Consumption fee per 1,000 gallons

| | | |
|---------|---------|---------|
| \$21.49 | \$21.71 | \$21.92 |
| \$1.35 | \$1.40 | \$1.45 |

Billing periods beginning May 1st through and including the November 1st bill of each year will be billed on a five month winter average consisting of water consumption from December 1st through April 1st bills.

More than one User:

Minimum monthly fee based on meter size.
Consumption fee shall be divided equally between users unless users present a written agreement that fees shall be charged on different basis other than equally

Unmetered Services

Commercial & industrial users not having metered water service shall be charged for water services based on the number of connections and number of employees
8 or fewer employees minimum 1.0" meter size

9 or more employees, charged at 2.0" meter size

Special Treatment

When sewage requires special treatment or causes an unusual and abnormal burden on the disposal facilities, additional charges shall be assessed as determined by the City Council to be fair and equitable.

Storm Sewer

Residential

Single Family and duplex
Tri-plex and fourplex
Apartments with more than 4 units at Commercial rate

\$4.61 \$4.75 \$4.89

Commercial/Industrial

(2,700 sq ft of impervious surface equals 1 ESU)
Credit for On-Site Mitigation:
50% with maximum release of 0.20 cfs/ac and having installed an approved sand &
30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention
20% with maximum release of 0.20 cfs/ac within an impervious surface area on the

\$4.61/ESU \$4.75/ESU \$4.89/ESU

Residential Solid Waste (Garbage)

Base fee (with 1st can)
Each additional can

\$15.25 \$15.25 \$15.25
\$7.00 \$7.00 \$7.00

Utility Taxes

Six percent (6%) of total water and sewer charges

Misc. Fees

Refundable security deposit
Service Fee
Late Fee
Disconnect/Reconnect Fee
Administrative fine for violations of Title 9

\$120.00 \$120.00 \$120.00
\$25.00 \$25.00 \$25.00
\$10.00 or 1.5%, whichever is greater
\$25.00 \$25.00 \$25.00
Not less than \$100, nor more than \$200

RECREATION FEES:

Park Rental Fees:

\$25 refundable cleaning deposit due at the time of rental
Picnic shelter
Amphitheater (per hour)

| | Resident | Non-resident |
|--|-----------------|---------------------|
| | \$15.00 | \$35.00 |
| | \$10.00 | \$10.00 |

Athletic Field / Facility Usage Fees:

\$100 refundable cleaning deposit due at the time of rental
Usage fee (per hour per field)
Lights (per hour per field)
Field preparation Mon-Fri (per field)
Field preparation Sat-Sun (per field)
Scoreboard (per field)
Supervisor in charge of scoreboard (per hour)

| | Resident | Non-resident |
|--|-----------------|---------------------|
| | \$10.00 | \$20.00 |
| | \$20.00 | \$20.00 |
| | \$25.00 | \$25.00 |
| | \$40.00 | \$40.00 |
| | \$10.00 | \$10.00 |
| | \$12.00 | \$12.00 |

July 4th Booth Fees:

Shaded booth, no electricity
Shaded booth, non-food w/electricity
Shaded booth, w/electricity food vendor
Food vendor with own trailer w/electricity
Each additional electrical outlet

| | All vendors |
|--|--------------------|
| | \$80.00 |
| | \$110.00 |
| | \$110.00 |
| | \$100.00 |
| | \$10.00 |

Recreation Leagues, Sports, Classes, and Misc. Fees:

Contact Community Services Department

AQUATIC CENTER FEES:

(All fees include tax)

Daily Admission

Child 3 and under
Youth 4-17
Adult 18-59
Senior 60+

| | |
|--|--------|
| | \$1.00 |
| | \$3.00 |
| | \$5.50 |
| | \$3.00 |

Annual Membership fees

Membership rates includes tax
Child 4-12

| | Resident | Non-Resident |
|--|-----------------|---------------------|
| | \$130.00 | \$197.25 |

Youth 13-17

| | | |
|--|----------|----------|
| | \$170.00 | \$260.00 |
|--|----------|----------|

| | | |
|---------------|----------|----------|
| Adult 18-59 | \$260.00 | \$390.00 |
| Senior 60+ | \$170.00 | \$260.00 |
| Senior couple | \$260.00 | \$390.00 |
| Adult couple | \$340.00 | \$510.00 |
| Family | \$440.00 | \$620.00 |

Membership Registration Fee

| | | |
|---|---------|---------|
| Individual one-time registration fee | \$25.00 | \$25.00 |
| Senior Couple one-time registration fee | \$40.00 | \$40.00 |
| Adult Couple one-time registration fee | \$50.00 | \$50.00 |
| Family one-time registration fee | \$75.00 | \$75.00 |

Membership Cancellation Fee

| | | |
|------------|---------|---------|
| Individual | \$25.00 | \$25.00 |
| Couple | \$50.00 | \$50.00 |
| Family | \$75.00 | \$75.00 |

15-Punch Pass

| | | |
|------------|---------|---------|
| Youth 4-17 | \$40.95 | \$40.95 |
| Adult | \$72.00 | \$72.00 |
| Senior | \$40.95 | \$40.95 |

Aquatic Center Day Care

| | | |
|-----------------------|----------|----------|
| Hourly rate per child | \$3.50 | \$3.50 |
| 5-hour punch pass | \$15.00 | \$15.00 |
| 10-hour punch pass | \$30.00 | \$30.00 |
| 30-hour punch pass | \$75.00 | \$75.00 |
| 50-hour punch pass | \$105.00 | \$105.00 |

Aquatic Center Programs

| | Resident | Non-resident |
|---|----------|--------------|
| Swim lessons | \$31.00 | \$36.00 |
| Private swim lessons - one student | \$10.00 | \$12.00 |
| Private swim lessons - two students | \$11.00 | \$13.00 |
| Private swim lessons - three students | \$12.00 | \$14.00 |
| Clearfield City Aquatics Team 3 days/week | \$25.00 | \$28.00 |
| Clearfield City Aquatics Team 5 days/week | \$30.00 | \$33.00 |

Aquatic Center Facility Rentals:

| | Per hour |
|---|-----------------|
| Leisure pool 1-100 people | \$150.00 |
| Extra fee per hour / additional 25 people | \$25.00 |
| Lap pool 1-100 people | \$100.00 |
| Extra fee per hour / additional 25 people | \$25.00 |
| Lap and Leisure pool 1-100 people | \$225.00 |
| Extra fee per hour / additional 25 people | \$25.00 |
| Lap pool / splash pad | \$125.00 |
| Lap pool / leisure pool / splash pad | \$300.00 |
| Splash pad & patio area | \$75.00 |
| Lane rental | \$12.50 |
| Shower rental | \$50.00 |
| Wet classroom | \$35.00 |
| Party room | \$35.00 |
| Birthday party package | \$75.00 |
| (Includes 45 minutes in party room, 8 children, 2 adults) | |
| Full aquatic center | \$400.00 |
| Gym - full court (30 minutes) | \$25.00 |
| Gym - half court (30 minutes) | \$15.00 |

Aquatic Center Misc. Fees:

| | |
|---------------------------------|----------|
| Body Fat Testing | \$10.00 |
| Personal training - couple | \$60.00 |
| Personal training - single | \$40.00 |
| Personal training - 10 sessions | \$340.00 |
| Personal training - 6 sessions | \$216.00 |
| Personal training - 3 sessions | \$114.00 |

BUSINESS LICENSE FEES

General Business License

| | Fee / Amount |
|----------------------|---------------------|
| New | \$75 |
| Renewal / Commercial | \$64 |
| Renewal / Home | \$64 |

Rental Dwelling License

| | |
|---------------------------------|-------|
| New | \$190 |
| New - Good Landlord Participant | \$30 |
| Renewal or amendment | \$64 |

Temporary or Seasonal Merchant License or Mobile Food Vendor License

New - Sixty (60) Days \$120
Cleaning Deposit \$100

Solicitor License

New \$215
Renewal \$64
Identification Badge \$15

Beer Licenses

Class A - Off-Premise

New \$138

Renewal \$64

Class B - Restaurant

New \$138

Renewal \$64

Class C - Tavern

New \$138

Renewal \$64

Class D - Nonprofit Organization

New \$138

Renewal \$64

Class E - Temporary Special Event

New \$138

Renewal \$64

Sexually-Oriented Business Licenses

Outcall Services

New \$200

Renewal \$64

Adult Business

New \$200

Renewal \$64

Nude Entertainment Business

New \$200

Renewal \$64

Semi-nude Dancing Bar

New \$200

Renewal \$64

| | |
|--|---------|
| Nude and Semi-nude Dancing Agency | |
| New | \$200 |
| Renewal | \$64 |
| Sexually-Oriented Business Employee Licenses | |
| Non-performing Employee | |
| New | \$200 |
| Renewal | \$64 |
| Outcall Services Performer | |
| New | \$200 |
| Renewal | \$64 |
| Adult Business Performer | |
| New | \$200 |
| Renewal | \$64 |
| Nude Entertainment Business Performer | |
| New | \$200 |
| Renewal | \$64 |
| Semi-nude Dancing Bar Performer | |
| New | \$200 |
| Renewal | \$64 |
| Firework Stand License | |
| New | \$120 |
| Cleaning Deposit | \$100 |
| Pawnbroker License | |
| New | \$138 |
| Renewal | \$64 |
| Disproportionate Service Fees | |
| Daycare / Preschool, Commercial (new only) | \$10 |
| Daycare / Preschool, Home (new only) | \$135 |
| Manufacturing Businesses (new and renewal) | \$200 |
| Single-Family Rental (new and renewal) with Good Landlord Program - per unit | \$7 |
| Two-Family Rental (new and renewal) with Good Landlord Program Discount - per unit | \$3 |
| 3/4-Plex Rental (new and renewal with Good Landlord Program Discount - per unit | \$9 |
| Multi-Family Rental (new and renewal) with Good Landlord Program Discount - per unit | \$7 |
| Mobile Home Park (new and renewal) with Good Landlord Program Discount - per unit | \$7 |
| Single-Family Rental (new and renewal) - per unit | \$66.50 |
| Two-Family Rental (new and renewal) - per unit | \$12.50 |

| | |
|--|---------|
| 3/4-Plex Rental (new and renewal) - per unit | \$92.00 |
| Multi-Family Rental (new and renewal) - per unit | \$67.00 |
| Mobile Home Park (new and renewal) - per unit | \$49.50 |
| Convenience Stores (new and renewal) | \$500 |
| Restaurants (new and renewal) | \$150 |
| Tavern (new and renewal) | \$800 |
| Automotive (new and renewal) | \$115 |
| Financial Services (new and renewal) | \$440 |
| Pawn Shops (new and renewal) | \$500 |

Bonds Required

Sexually-Oriented Businesses:

Each applicant for a sexually-oriented business license shall post with the City's business license department a cash or corporate surety bond, payable to the City, in the amount of two thousand dollars (\$2,000). Any fines assessed against the business, officers or managers for violations of City ordinances shall be taken from this bond if not paid in cash within ten (10) days after notice of the fine, unless an appeal is filed. In the event the funds are drawn against the cash or surety bond to pay such fines, the bond shall be replenished to two thousand dollars (\$2,000) within fifteen (15) days of the date of notice of any draw against it.

Firework Stands:

Bond Or Liability Insurance: Any application for permit as herein provided shall be accompanied by a certificate of insurance insuring the licensee and naming the City as an additional insured, conditioned for the payment of all damages which may be caused either to a person or to property by reason of the display so licensed and arising from any acts of the licensee, his agents or employees. Such insurance shall be in a sum not less than one hundred thousand dollars/three hundred thousand dollars (\$100,000.00/\$300,000.00) for bodily injury and fifty thousand dollars/one hundred thousand dollars (\$50,000.00/\$100,000.00) for property damage and no City officer or licensing agent or other representative of the City shall in any event issue any permit hereinabove referred to until such certificate of insurance has been furnished and passed upon by the City Manager and the City Attorney as to form and sufficiency.

Pawnbrokers:

Prior to the issuance of any license for the business of a pawnbroker, the applicant therefore shall file with the Director of Finance a bond with a sufficient surety in the penal sum of two thousand dollars (\$2,000.00), in such form as shall be approved by the City Attorney, conditioned for the faithful observance of all laws and ordinances respecting pawnbrokers. The form of the bond and the sufficiency of the surety shall be approved by the City Attorney.

Miscellaneous

Duplicate license / certificate \$5

Report showing all businesses licensed in the city

\$5

Penalties

Renewals not paid on or before January 15th
Engaging in business without a license

50 % of the total amount due
\$50

Amended License

Processing Fee

\$5

Business License Appeal

Fee

\$75

POLICE

Copy of Police Report

1st copy to those involved
Tape or CD with photos or video
Fingerprinting (resident)
Fingerprinting (non-resident)

\$5.00
No Cost
\$25.00
\$10.00
\$15.00

Alarm Monitoring

Monthly charge per individual site
Cost per alarm received (no charge for first three in any month)

\$20.00
\$20.00

Registration Fee

Sex Offender

\$25.00

GRAMA FEES:

Copy cost per side
Certified copies per page
Copy of a tape recording
Compilation time per hour
Police reports
Budget copies
Land Use Plans (General Plan)

\$0.25
\$2.00
\$3.00
\$14.00
\$5.00
\$5.00
\$5.00

Requests that include the inspection of a voluminous scope of records and/or have not identified any particular record(s) with any degree of specificity, will need to adhere to the following procedures and guidelines in order for the City to reasonably facilitate the request:

- 1) Written notice must be provided to the office of the City Recorder at least ten (10) business days in advance of the date and times desired to inspect the City's public records. Said notice must include a particular category of records to examine on each date so that those records may be pulled, placed in a central location, and then reviewed for any private, controlled, or protected documents in advance of the inspection.
- 2) Appointments to inspect the City's public records will be made in four (4) hour time blocks, either from the hours of 8:30 a.m. until 12:30 p.m. or from 1:00 p.m. until 5:00 p.m. Requestors may utilize only one (1) four (4) hour time block for inspecting records per day and must not request more than two (2) such appointments per week.
- 3) The City shall charge a reasonable fee to cover its actual costs for accommodating the records request. Pursuant to this Fee Schedule, the requestor will be charged a minimum of \$14.00 per hour to cover the necessary staff time to facilitate complying with the request. The requestor must pay \$56.00 (4 hours X \$14/hour) in advance for each four (4) hour block of inspection time scheduled. However, that amount is only designed to offset the City's labor costs to have an employee sit with the requestor while any public records are inspected in order to maintain the integrity of said records. Any additional costs for searching, retrieval, compiling, formatting, manipulating, packaging, summarizing, tailoring, copying, etc. will be charged in addition to the \$56.00 per four (4) hour inspection block that will have already been paid in advance.

PLANNING & ZONING FEES:

| | |
|--|--|
| Engineering Fees | Per City Engineer Hourly Rates |
| Site Plan Review | \$500 plus Engineering |
| Conditional Use Permit | |
| Home Occupation | \$200 plus Engineering |
| Residential | \$350 plus Engineering |
| Commercial | \$350 plus Engineering |
| Request for Extension | \$200 plus Engineering |
| Site Plan Review/Conditional Use Permit running concurrently | \$700 plus Engineering |
| Rezone | \$650 plus Engineering |
| Zoning Ordinance Amendment | \$650 plus Engineering |
| General Plan Amendment | \$900 plus Engineering |
| Street Vacation | \$450 plus Engineering |
| Plat Vacation / Amendment | \$300 plus Engineering |
| Annexation | \$1000 plus Engineering |
| Special Planning Commission Meeting | \$500 |
| Subdivision Approval | |
| Preliminary | \$500 + \$25 per lot, plus Engineering |
| Final | \$400 + \$25 per lot, plus Engineering |
| Subdivision Public Hearing | \$300 |

Appeal to the Planning Commission or City Council
 Recording Fees
 Permanent Sign Permit
 Temporary Sign Permit
 Variance
 Zoning Determination Letters

\$150 plus Independent Legal Fees
 Paid directly to Davis County Recorder
 \$50 plus Inspection Fees

\$20
 \$250 plus Engineering
 \$75

| | | | |
|-------------|--|------------------|----------------------|
| Maps | | Resident: | Non-resident: |
| 8 1/2 X 11 | | No Cost | \$1.00 |
| 11 X 17 | | No Cost | \$1.00 |
| 18 X 24 | | \$2.00 | \$2.00 |
| 32 x 48 | | \$3.00 | \$3.00 |

CODE ENFORCEMENT FEES:

Restoration Permit
 Abatement Administration Fee

First - \$25 / Second - \$50
 \$120

BUILDING PERMIT AND DEVELOPMENT FEES:

General - Building valuation:

| | |
|-------------------------------|--|
| From \$1 to \$500 | \$23.50 |
| From \$501 to \$2,000 | \$23.50 plus \$3.05 each additional \$100 or fraction thereof |
| From \$2,001 to \$25,000 | \$69.25 plus \$14.00 each additional \$1,000 or fraction thereof |
| From \$25,001 to \$50,000 | \$391.75 plus \$10.10 each additional \$1,000 or fraction thereof |
| From \$50,001 to \$100,000 | \$643.75 plus \$7.00 each additional \$1,000 or fraction thereof |
| From \$100,001 to \$500,000 | \$993.75 plus \$5.60 each additional \$1,000 or fraction thereof |
| From \$501,000 to \$1,000,000 | \$3,233.75 plus \$4.75 each additional \$1,000 or fraction thereof |
| From \$1,000,000 up | \$5,608.75 plus \$3.65 each additional \$1,000 or fraction thereof |

Pools, tubs and spas:

| | |
|---------|------------|
| Public | \$150 each |
| Private | \$47 each |

Landscaping sprinkling system \$47 each

Plan check fee:

Commercial
 65% of the building permit fee for building value of \$1 - \$100,000
 60% of the building permit fee for building value of \$100,001 - \$500,000
 50% of the building permit fee for building value of \$500,001 and greater

| | |
|---|--------------------------------|
| Use of outside consultants for plan checking | Actual Cost ** |
| Residential and pools | 20% of the building permit fee |
| Residential "Identical Plans" | \$47 |
| ** Actual costs include administrative and overhead costs | |

| | |
|--|-------|
| Plan check deposit required for new construction | |
| Residential | \$100 |
| Commercial | \$250 |

| | |
|-----------------------|--------------------------------------|
| Off-site Bonds | |
| Residential | \$2,000 |
| Commercial | As per City Engineer's cost estimate |

| | |
|---|---------------|
| Permit inspection fees: | |
| Outside normal business hours (minimum charge of two hours) | \$47 per hour |
| Re-inspection | \$47 per hour |
| Inspections for which no fee is specifically indicated (minimum charge of .5 hours) | \$47 per hour |
| Additional plan review required by revisions (minimum charge of .5 hours) | \$47 per hour |

Home daycare or preschool plan check and inspection fee \$25 each

Street Cut Permit (Excavation Permit)

| | |
|--|------------------|
| Lateral excavation (roads older than 1 year) | \$60 / lane cut |
| Lateral excavation (roads newer than 1 year) | \$120 / lane cut |

| | |
|---|-------|
| Longitudinal excavation (roads older than 1 year) | |
| First 660 lineal feet | \$120 |
| Each additional 660 lineal feet or fraction thereof | \$240 |

| | |
|---|-------|
| Longitudinal excavation (roads newer than 1 year) | |
| First 660 lineal feet | \$240 |
| Each additional 660 lineal feet or fraction thereof | \$240 |

| | |
|--|----------|
| Excavations off improved right-of-ways | \$60 |
| Bond per lateral excavation | \$1,000 |
| Bond per unlimited number of lateral excavations | \$15,000 |
| Bond for longitudinal excavation for 100 lineal feet or fraction thereof | \$2,000 |

Demolition permit (including inspections) \$150

State Surcharge

A 1% state surcharge may be applicable to building permit fees

| Water Meter Fees | |
|---|--|
| 5/8" x 3/4" Meter | |
| 1" Meter | |
| 1-1/2" Meter | |
| 2" Meter | |
| 2" Compound Series Meter w/2 Orion Transmitters | |
| 3" Compound Series Meter w/2 Orion Transmitters | |
| 4" Compound Series Meter w/2 Orion Transmitters | |
| 6" Compound Series Meter w/2 Orion Transmitters | |
| 1-1/2" Turbine Meter | |
| 2" Turbine Meter | |
| 3" Turbine Meter | |
| 4" Turbine Meter | |
| 6" Turbine Meter | |

Telecommunications franchise application fee

| Cost | Installation Fee |
|-------------|-----------------------------------|
| \$208 | \$25 |
| \$292 | \$25 |
| \$530 | \$25 |
| \$700 | \$25 |
| \$1,945 | Per City Public Works Hourly Rate |
| \$2,263 | Per City Public Works Hourly Rate |
| \$3,528 | Per City Public Works Hourly Rate |
| \$4,927 | Per City Public Works Hourly Rate |
| \$800 | Per City Public Works Hourly Rate |
| \$875 | Per City Public Works Hourly Rate |
| \$987 | Per City Public Works Hourly Rate |
| \$1,448 | Per City Public Works Hourly Rate |
| \$3,413 | Per City Public Works Hourly Rate |

Sewer Connection Fees

Each connection to the city sanitary sewer system including each
 Additional connection fee per lot within the subdivision, mobile

| |
|-------|
| \$500 |
| \$25 |

DEVELOPMENT IMPACT FEES:

Residential

Single Family (includes attached & detached)

- Park Impact Fee
- Storm water
- Water
- Sewer
- All Others (per housing unit)
- Park Impact Fee
- Storm water
- Water
- Sewer

Non-residential

Storm water per ESU (1 ESU = 2,700 sq. ft. of impervious surface)
 If there is storm water detention onsite, the fee is reduced if the detention area is:
 Paved - 20% reduction
 Grassed - 30% reduction

| | 2012 |
|--|-------------|
| | \$853 |
| | \$1,432 |
| | \$3,822 |
| | \$2,072 |
| | \$604 |
| | \$1,432 |
| | \$3,822 |
| | \$2,072 |

| | 2012 |
|--|-------------|
| | \$1,432 |

Sand & Oil Interceptor - 50% reduction

| Water Impact (per water meter size*) | 2012 |
|--------------------------------------|----------|
| 0.75 | \$3,822 |
| 1.00 | \$9,556 |
| 1.50 | \$19,112 |
| 2.00 | \$30,579 |
| 3.00 | \$57,336 |
| 4.00 | \$95,559 |

Sewer Impact (per water meter size*)

| | | |
|------|------|----------|
| 0.75 | 2012 | \$2,072 |
| 1.00 | | \$5,179 |
| 1.50 | | \$10,358 |
| 2.00 | | \$16,573 |
| 3.00 | | \$31,074 |
| 4.00 | | \$51,790 |

* Water and sewer impact fees for meters larger than four inches will be based on annualized average day demand and the net capital cost per gallon of capacity.

Independent Fee Calculation Review \$150 plus Actual Cost

Administrative fee for Appeals \$75

North Davis Fire District
Collection Fee Determined by Fire District \$20

North Davis Sewer District
Collection Fee Determined by Sewer District \$20

DOG LICENSES

License for dog or cat (unaltered) for one year \$24.00
Senior Citizen Owner \$10.00
License for dog or cat (altered) for one year \$12.00
License for dog or cat (altered) for lifetime
Senior Citizen Owner - must be spayed/neutered \$20.00
Duplicate (replacement) tag \$6.00

FIRE HYDRANT METERS

Short Term Meter (3 days or less)
Long Term Meter (4 or more days)
Lost, broken or damaged meter

\$8.00 + usage charges
\$30/month + usage charges
\$650.00

NEIGHBORHOOD DUMPSTERS

Deposit (applied to resident's acct when charges are billed)
Delivery & picking-up
Tipping Charge

\$75.00
\$53.61 + fuel surcharge
\$26 / ton

CEMETERY FEES

Plot - adult (includes perpetual upkeep)
Perpetual Upkeep - adult
Interment - adult
Plot - infant (includes perpetual upkeep)
Interment - infant/cremains
Plot - cremains (includes perpetual upkeep)
Perpetual Upkeep - cremains
Interment extra fee for weekends/holidays
Disinterment
Cemetery certificate transfer fee
Gravesite Marker (for second and each additional time)

| | Resident | Non-resident |
|--|-----------------|---------------------|
| Plot - adult (includes perpetual upkeep) | \$450.00 | \$950.00 |
| Perpetual Upkeep - adult | \$250.00 | \$350.00 |
| Interment - adult | \$300.00 | \$600.00 |
| Plot - infant (includes perpetual upkeep) | \$150.00 | \$400.00 |
| Interment - infant/cremains | \$200.00 | \$300.00 |
| Plot - cremains (includes perpetual upkeep) | \$250.00 | \$500.00 |
| Perpetual Upkeep - cremains | \$100.00 | \$200.00 |
| Interment extra fee for weekends/holidays | \$100.00 | \$150.00 |
| Disinterment | \$500.00 | \$500.00 |
| Cemetery certificate transfer fee | \$10.00 | \$10.00 |
| Gravesite Marker (for second and each additional time) | \$25.00 | \$25.00 |

BUILDING RENTAL FEES

Refundable cleaning & security deposit - no food
Refundable cleaning & security deposit - food served
Room Rental / per hour
Room Rental / per hour Government Agencies

| | Resident | Non-resident |
|--|-----------------|---------------------|
| Refundable cleaning & security deposit - no food | \$50.00 | \$50.00 |
| Refundable cleaning & security deposit - food served | \$250.00 | \$250.00 |
| Room Rental / per hour | \$35.00 | \$50.00 |
| Room Rental / per hour Government Agencies | \$35.00 | \$35.00 |

Section 2. Effective Date: This Ordinance shall become effective immediately upon posting.

Section 3. Repealer: Any Ordinance or sections or portions of ordinances previously enacted by the Clearfield City Council which are in conflict with the provisions of this Ordinance are hereby repealed and replaced by this Ordinance.

Dated this 11th day of December, 2012, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

CLEARFIELD CITY RESOLUTION 2012R-22

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY'S INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT FOR COOPERATIVE USE OF THE GYMNASIUM FOR THE CLEARFIELD AQUATIC CENTER AND NORTH DAVIS JUNIOR HIGH SCHOOL

WHEREAS, on June 24, 2003, Clearfield City Corporation (the "City") entered into an Interlocal Agreement (the "Agreement") with Davis School District (the "District") to jointly plan for, construct, operate and maintain a shared facility gymnasium (including a lobby, weight room, indoor running track and basketball courts—the "Gym") to be used by both entities; and

WHEREAS, the weight room located within the Gym is primarily being used by patrons of the City's Aquatic Center; and

WHEREAS, both the City and the District desire to amend the Agreement as it relates to the weight room as one of the shared facilities in the Gym; and

WHEREAS, the parties have prepared and proposed the approval and incorporation of the attached "Amendment to Interlocal Agreement";

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council, that the attached "Amendment to Interlocal Agreement" modifying Section Nine of the June 24, 2003 Interlocal Agreement between Clearfield City and the Davis School District for the shared gymnasium facilities at the Clearfield Aquatic Center and North Davis Junior High is hereby approved and the Mayor is duly authorized to execute said amendment, as well as any other necessary associated documents, on behalf of the City.

Passed and adopted by the City Council at its regular meeting on the 11th day of December, 2012.

ATTEST:

CLEARFIELD CITY CORPORATION:

Nancy R. Dean, City Recorder

Donald W. Wood, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

AMENDMENT TO INTERLOCAL AGREEMENT
WEIGHT ROOM
Clearfield City – Davis School District
Gymnasium and Aquatic Center

The BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT (the “District”) and CLEARFIELD CITY (the “City”) entered into an Interlocal Agreement regarding the development, use, and maintenance of a Gymnasium and Aquatic Center dated June 24, 2003.

The Parties now desire to modify the responsibilities of the Parties with regard to the portion of the Gymnasium known as the “weight room” and the maintenance, repair, and replacement of fitness equipment as follows:

SECTION NINE: GYMNASIUM contained in the June 24, 2003 Interlocal Agreement shall be deleted in its entirety and replaced by the following:

SECTION NINE: GYMNASIUM

The Gym is connected to the Aquatic Center and contains a lobby, a weight room, an indoor running track, basketball courts, locker rooms, and offices. The Parties jointly use the Gym lobby, weight room, indoor running track, and basketball court. The City does not use or access the offices or locker rooms.

A. Ownership of Gym

The School District shall own, maintain and operate the Gym and its supporting facilities at its sole expense and discretion except as otherwise provided herein. The School District agrees to maintain insurance thereon, for the repair or reconstruction in the event of a serious catastrophe, whether it be caused naturally or whether it is manmade.

B. Use and Scheduling of Gym

The Scheduling of the use of the Gym will be done annually by the Parties by and through the Junior High Principal and the Community Services Director of the City or his/her designee. This is to be done prior to September 1st each year and the agreed scheduling will be for the following (12) month period. Additional scheduling may occur as necessary during the school year. The primary purpose of this scheduling process is to identify when one Party may need the Gym at a time that is generally scheduled for the other Party and to avoid conflicts in scheduling.

The general scheduling will provide:

- i. School District will have exclusive use of the Gym, except for the weight room, each school day from 7:30 a.m. until 5:00 p.m.;
- ii. City will have exclusive use of the joint use areas of the Gym, including the restrooms, prior to 7:30 a.m. and after 5:00 p.m. each school day and all day Saturday and Sunday, and each day that no school is scheduled unless otherwise scheduled by the School District through the scheduling process.
- iii. While school is not in session during the summertime, the City will have exclusive use of the joint use areas of the Gym, including the restrooms, unless otherwise scheduled by the Parties.

Additional scheduling may occur as necessary during the school year. Both Parties will utilize their best efforts to provide for the use of the Gym by both Parties in a cooperative manner. A determination by the School District to close the Gym shall not preclude use by the City. For example, if the School District is the subject of a job action, such as a strike, and the School District determines to close the

Junior High, including the Gym, such action shall not preclude the City's use thereof, scheduled or otherwise.

C. Maintenance of Gym

- i. Outside the Building. The School District agrees to be responsible for the upkeep and maintenance of both the landscaping and the parking area outside of the building as a part of its maintenance of the New Junior High School.
- ii. Inside the Building. The School District agrees to be responsible for the daily cleaning and routine maintenance of the Gym, including the weight room, during the school year. During the summer months this cleaning and maintenance may be reduced to weekly. During the summer, the City will be responsible for routine custodial duties including emptying trash receptacles, sweeping floors, cleaning toilet facilities and keeping the facility orderly.
- iii. Significant Maintenance Projects. Responsibility for the scheduling and cost of maintenance of the Gym shall be divided as follows:
 - a. The School District shall be responsible for scheduling and cost of maintenance necessary as a result of reasonable wear and tear of the Gym except for the weight room.
 - b. Weight Room. The City is the primary user of the weight room and as such, the City shall be responsible for maintenance, including scheduling and contracting for the repair, replacement, and disposal of equipment in the weight room.
 - 1) The City agrees to pay for 75% of the cost of repair/replacement of equipment in the weight room. The District agrees to pay for 25% of the cost of repair/replacement of equipment in the weight room except, the City agrees to pay for all repairs that are less than \$1,000 per occurrence.
 - 2) In order to allow the District to budget for these expenses, the City agrees to notify and seek approval of the District, which shall not be unreasonably withheld, for purchases or commitment of funds which would exceed \$1,000.00 on the District's part.
 - 3) When equipment in the weight room is replaced or upgraded, the City will be responsible for disposing of the old equipment and any funds received from the disposal will be applied to the cost of the new equipment in a ratio equal to the percentage of responsibility of each party.
- iv. Damages to any part of the Gym which exceed reasonable wear and tear shall be provided for as outlined in Section Sixteen of the original Agreement.
- v. Scheduling. Significant maintenance projects shall be included in the yearly schedule identified in subsection B above.
- vi. Operating Expenses. The School District shall assume the cost of utilities associated with use of the Gym, including the weight room, and in return, the City shall assume the cost of the upkeep and maintenance of the Playing Fields and Pocket Park as outlined in Sections Eleven and Twelve.

D. Security and Access

The last party having exclusive use of the Gym on any given day shall be responsible to ensure that the building is secure at the end of the day. All use and security will be coordinated with the School

District's 24-hour security staff. The School District agrees to provide the necessary keys, identification numbers, telephone numbers, or access codes to the City's representative to accommodate direct access. The City agrees that said keys or codes will not be released to any third Party or other person. If such unauthorized release occurs, the City agrees to notify the School District immediately and to reimburse the School District all necessary expenses for changing any numbers, codes, or keys.

E. Rental to Outside Groups

The School District shall have the right to rent the Gym to third Parties according to its own policies and procedures during those times which are designated for the sole use of the School District in the yearly schedule. Any fees collected in conjunction with such rental of the Gym shall be retained by the School District. A rental of the Gym to a third Party by the School District shall not include access to the Aquatic Center. The City shall have the right to rent the Gym to third Parties according to its own policies and procedures during those times which are designated for the sole use of the City in the yearly schedule. Any fees collected in conjunction with such rental of the Gym shall be retained by the City.

DATED this ____ day of _____.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

CLEARFIELD CITY

MARIAN STOREY
President

DON WOOD
Mayor

ATTEST:

A TEST:

CRAIG CARTER
Business Administrator

NANCY DEAN
City Recorder

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MICHELLE BEUS
Attorney for District

BRIAN BROWER
Attorney for City

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2012 personally appeared before me MARIAN STOREY and CRAIG CARTER, who being by me duly sworn did say, each for herself/himself, that she, MARIAN STOREY, is the President of the Board of Education of Davis School District, and he, CRAIG CARTER, is the Business Administrator of the Board of Education of Davis School District, and that the within and foregoing instrument was signed on behalf of the Board of Education of Davis School District by authority of a Resolution of the Board of Education of Davis School District and each duly acknowledged to me that the Board of Education of Davis School District executed the same.

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2012 personally appeared before me DON WOOD and NANCY DEAN, who being by me duly sworn did say, each for himself, that he, DON WOOD, is the Mayor of Clearfield City, Davis County, State of Utah, and she, NANCY DEAN, is the City Recorder of Clearfield City, Davis County, State of Utah, and that the within and foregoing instrument was signed on behalf of the City by authority of the City Council and each duly acknowledged to me that the City executed the same and the seal affixed is the seal of the said City.

NOTARY PUBLIC
Residing at:
My Commission Expires:

CLEARFIELD CITY ORDINANCE 2012-14

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CLEARFIELD CITY CODE DEALING WITH PURCHASING AUTHORIZATIONS, APPROVING AND EXECUTING CONTRACTS

PREAMBLE: This Ordinance amends Titles 1 and 2 of the Clearfield City Code by amending Title 1, Chapter 6, Section 2; Title 1, Chapter 7A, Section 2; and Title 2, Chapter 3, Section 1.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 1, Chapter 6, Section 2, Subsection C of the Clearfield City Code is hereby amended to read as follows:

1-6-2: MAYOR AS MEMBER OF CITY COUNCIL:

C. Signature Required: The mayor shall sign all city resolutions and ordinances and licenses, and is hereby authorized and empowered to sign notes, contracts (including change orders and extensions), leases and other writings to which the city is a party, when authorized by law or so directed by the city council.

Comment [BB1]: Currently, the BLO is signing our business licenses. This portion of the ordinance needs to be amended as well; or, we need to have the Mayor start signing all of the business licenses.

Title 1, Chapter 7A, Section 2, Subsection G of the Clearfield City Code is hereby amended to read as follows:

1-7A-2: POWERS AND DUTIES:

G. Contracts: The City Manager is authorized to approve and execute contracts (including change orders and extensions) on behalf of the city in accordance with the provisions of the city's procurement ordinance.

Title 2, Chapter 3, Section 1 of the Clearfield City Code is hereby amended to read as follows:

2-3-1: GENERAL PROVISIONS:

A. Purpose: The purpose of this chapter is to provide for the fair and equitable treatment of all persons involved in public purchasing by Clearfield City Corporation ("city"), to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

B. Application: This chapter applies to agreements for the procurement of supplies, services, equipment, and construction, entered into by the city after the effective date hereof, unless the parties agree in writing to its application to agreements entered into prior to the effective date hereof. It shall apply to every expenditure of public funds by the city for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or agreement funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this chapter shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

C. Purchasing and Contract Authorization/Execution Limits for Items Listed in the Current Budget

Comment [BB2]: This section is all new; however, please keep in mind that these approvals are only for line-items specifically called out in the budget previously approved by the Council.

1. Department Heads: Purchase of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is less than twenty-five thousand dollars (\$25,000.00) may be approved and contracts authorized/executed by the respective department head where the purchase was listed as a specific line-item in the current budget previously approved by the city council.

2. City Manager: Purchases of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is less than fifty thousand dollars (\$50,000.00) may be approved and contracts authorized/executed by the city manager where the purchase was listed as a specific line-item in the current budget previously approved by the city council.

3. Mayor: Purchases of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is fifty thousand dollars (\$50,000.00) or more may be approved and contracts authorized/executed by the Mayor where the purchase was listed as a specific line-item in the current budget previously approved by the city council.

D. Purchasing and Contract Authorization/Execution Limits For Items Not In The Current Budget (Excluding Capital Improvement Projects and/or Capital Assets):

Comment [BB3]: This is the section where the Council wanted to see some additional language as a safeguard. Accordingly, we added specific exclusions for both capital projects and fixed assets. We also deleted the additional authorized approval level for the Mayor from this section as per Council's instruction during the Work Session.

1. Department Heads: Purchase of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is less than five thousand dollars (\$5,000.00) may be approved and contracts authorized/executed by the respective department head without increasing the total expense amounts approved in the budget by the city council. However, all Capital Improvement Projects and/or Capital Assets must be approved by the city council.

2. City Manager: Purchases of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is five thousand dollars (\$5,000.00) or more, but less than ten thousand dollars (\$10,000.00), may be approved and contracts authorized/executed by the city manager without increasing the total expense amounts approved in the budget by the city council. However, all Capital Improvement Projects and/or Capital Assets must be approved by the city council.

3. City Council: Purchases of or contracts *(including change orders)* for services, supplies, materials or equipment for general operations, where the amount to be paid by the city is ten thousand dollars (\$10,000.00) or more, shall be approved by the city council. *Additionally, all Capital Improvement Projects and/or Capital Assets must be approved by the city council.*

D.E. Definitions:

AGREEMENT: All types of city agreements, regardless of what they may be called, for the procurement of supplies, services, equipment, or construction.

AGREEMENT MODIFICATION (BILATERAL CHANGE): Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any agreement, material or otherwise, accomplished by mutual action of the parties to the agreement.

ARCHITECTURAL AND ENGINEERING SERVICES:

1. Professional services of an architectural or engineering nature, as defined by state law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this definition;
2. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
3. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including: construction project management, studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

BID LIMIT:

1. For a building improvement:
 - a. For the year 2008, forty four thousand five hundred seventy dollars (\$44,570.00); and
 - b. For each year after 2008, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit by the lesser of three percent (3%) or the actual percent change in the consumer price index during the previous calendar year.
2. For a public works project:
 - a. For the year 2008, one hundred thirty nine thousand two hundred eighty one dollars (\$139,281.00);
or

b. For each year after 2008, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit by the lesser of three percent (3%) or the actual percent change in the consumer price index during the previous calendar year.

BLIND TRUST: An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

BRAND NAME OR EQUAL SPECIFICATION: A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements, and which provides for the submission of equivalent products.

BRAND NAME SPECIFICATION: A specification limited to one or more items by manufacturers' names or catalog numbers.

BUILDING IMPROVEMENT: The construction or repair of a public building or structure.

BUSINESS: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

CAPITAL ASSET: *Property, equipment and/or infrastructure asset (e.g., roads, sidewalks, playground equipment, and similar items) with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of twelve (12) months.*

CAPITAL IMPROVEMENT PROJECT: *Construction project of \$20,000 or greater with a life expectancy of five (5) or more years, or any project that is budgeted over more than one (1) budget year.*

CHANGE ORDER: A written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications.

COMMODITY: An agricultural, grain, or livestock product or byproduct; a metal or mineral, including a precious metal; a gem or gemstone, whether characterized as precious, semiprecious or otherwise; a fuel, whether liquid, gaseous or otherwise; asphalt; tar; gravel; a foreign currency; and all other goods, articles, products, or items of any kind that are so designated in writing by the purchasing agent, or designee.

CONFIDENTIAL INFORMATION: Any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request.

CONSTRUCTION: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine repair, or routine maintenance of existing structures, buildings, or real property.

CONSUMER PRICE INDEX: The "Consumer Price Index For All Urban Consumers" as published by the bureau of labor statistics of the United States department of labor.

CONTRACTOR: Any person having an agreement with the city.

COST ANALYSIS: The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

COST DATA: Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the agreement.

COST REIMBURSEMENT AGREEMENT: An agreement under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the agreement terms and the provisions of this chapter, and a fee or profit, if any.

DEPARTMENT: Any city department, commission, board, or agency requiring the procurement of supplies, services, or construction pursuant to this chapter.

DIRECT OR INDIRECT PARTICIPATION: Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

ELECTRONIC BID: A bid prepared and submitted by an electronic means as described by the bid documents and under the direction of the purchasing agent or designee.

EMERGENCY REPAIRS: A building improvement or public works project undertaken on an expedited basis to:

1. Eliminate an imminent risk of damage to or loss of public or private property;
2. Remedy a condition that poses an immediate physical danger; or
3. Reduce a substantial, imminent risk of interruption of an essential public service.

EMPLOYEE: An individual drawing a salary or wages from the city, whether elected or not; any noncompensated individual performing personal services for the city or any department, agency, commission, council board, or any other entity established by the executive or legislative branch of the city; and any individual serving as an elected official of the city.

FINANCIAL INTEREST:

1. Ownership of ten percent (10%) of any property or business; or
2. Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

GRATUITY: A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

IMMEDIATE FAMILY: For purposes of this chapter only, "immediate family" means a spouse, children, parents, brothers, and sisters.

INVITATION FOR BIDS: All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

LOWEST RESPONSIVE RESPONSIBLE BIDDER: A contractor who:

1. Has submitted a bid in compliance with the invitation to bid and within the requirements of the plans and specifications for the building improvement or public works project:
 - a. Is the lowest bidder that satisfies the city's criteria relating to financial strength, past performance, integrity, reliability, and other factors that the city uses to assess the ability of a bidder to perform fully and in good faith the contract requirements;
 - b. Has furnished a bid bond or equivalent in money as a condition to the award of a contract; and
 - c. Furnishes a payment and performance bond, or other applicable security, as required by law.

PERSON: Any business, individual, union, committee, club, other organization, or group of individuals.

PRICE ANALYSIS: The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

PRICING DATA: Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. This definition refers to data relevant to both prime and subcontract prices.

PROCUREMENT: The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of agreement, and all phases of agreement administration.

PROFESSIONAL SERVICES: Those services that are provided by a person skilled in the practice of a learned or technical discipline. Providers of professional services often require prolonged and specialized intellectual training, and profess attainments in special knowledge as distinguished from mere skills. Disciplines may include, but are not limited to, accounting, auditing, court reporting, experts in a specialized field, finance, law, materials testing, medicine, and others. Professional services do not include those services defined as "architectural and engineering services" under this section.

PUBLIC AGENCY: A public entity subject to or created by the city.

PUBLIC WORKS PROJECT:

1. The construction or replacement of:

- a. A building, park or recreational facility; or
- b. A pipeline, culvert, dam, canal, or other system for water, sewage, stormwater, or flood control.

2. Public works project does not mean:

- a. The replacement or repair of existing infrastructure on private property; or
- b. Construction commenced before June 1, 2003.

PURCHASING AGENT: The person or persons designated in this chapter to procure supplies, services, or construction on behalf of the city.

QUALIFIED PRODUCTS LIST: An approved list of supplies, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, the city has determined will meet the applicable specification requirements.

REQUEST FOR PROPOSALS OR RFP: All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

REQUEST FOR QUALIFICATIONS OR RFQ: A document issued by the purchasing agent or designee.

RESPONSIBLE BIDDER OR OFFEROR: A person who has the capability in all respects to perform fully the agreement requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER: A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

SERVICES: The furnishing of labor, time, or effort by any person, including professional services.

SOLE SOURCE PROCUREMENT: A situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation. The purchasing agent may require a justification from the requesting department explaining why this is the only source for the requirement.

SPECIFICATION: Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

SUPPLIES: All property, including, but not limited to, equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

~~E.F.~~ Public Access To Procurement Information: Procurement information shall be public records to the extent provided in the government records access and management act, Utah Code Annotated section 63G-2-101 et seq., and shall be available to the public unless otherwise provided in such statute.

F.G. Establishment Of Purchasing Agents:

1. City's Purchasing Agent: The administrative services director, or designee, is the city's purchasing agent.

a. Authority And Duties:

(1) Purchasing Agent: Except as otherwise provided herein, the purchasing agent, or designee, shall be responsible for the procurement of supplies, services, and construction in accordance with this chapter, as well as the management and disposal of supplies.

(2) Duties: In accordance with this chapter, and subject to the supervision of the city manager, the purchasing agent, or designee, shall:

(A) Procure or supervise the procurement of all supplies, services, and construction needed by the city;

(B) Sell, trade, or otherwise dispose of surplus supplies belonging to the city; and

(C) Establish and maintain programs for specifications development, agreement administration, inspection and acceptance, in cooperation with the city department using the supplies, services, and construction.

(3) Operational Procedures: Consistent with this chapter, and with the approval of the city manager, the purchasing agent may adopt operational procedures relating to the execution of its duties. These may be set forth in a municipal procurement handbook.

G.H. Delegations To Other City Officials: With the approval of the city manager, the purchasing agent may delegate authority to purchase certain supplies, services, or construction items to other city officials, if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding the provisions of subsection F1a, "Authority And Duties", of this section, procurement authority with respect to certain supplies, services, or construction may be delegated to other city officials by the city manager or administrative services director when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction. (Ord. 2009-51, 12-8-2009)

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

Section 3. Effective Date: These amendments shall become effective immediately upon posting.

Passed and adopted by the Clearfield City Council this 11th day of December, 2012.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST:

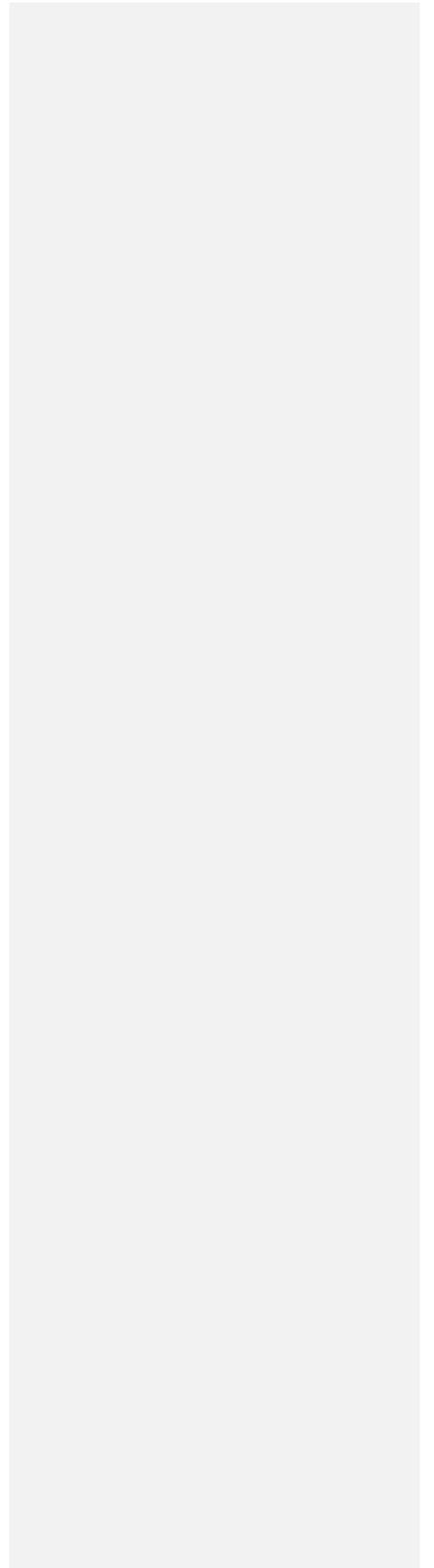
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:



CLEARFIELD CITY ORDINANCE 2012-14

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CLEARFIELD CITY CODE DEALING WITH PURCHASING AUTHORIZATIONS, APPROVING AND EXECUTING CONTRACTS

PREAMBLE: This Ordinance amends Titles 1 and 2 of the Clearfield City Code by amending Title 1, Chapter 6, Section 2; Title 1, Chapter 7A, Section 2; and Title 2, Chapter 3, Section 1.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 1, Chapter 6, Section 2, Subsection C of the Clearfield City Code is hereby amended to read as follows:

1-6-2: MAYOR AS MEMBER OF CITY COUNCIL:

C. Signature Required: The mayor shall sign all city resolutions and ordinances ~~and licenses~~, and is hereby authorized and empowered to sign notes, contracts (including change orders and extensions), leases and other writings to which the city is a party, when authorized by law or so directed by the city council.

Title 1, Chapter 7A, Section 2, Subsection G of the Clearfield City Code is hereby amended to read as follows:

1-7A-2: POWERS AND DUTIES:

G. Contracts: The City Manager is authorized to approve and execute contracts (including change orders and extensions) on behalf of the city in accordance with the provisions of the city's procurement ordinance.

Title 2, Chapter 3, Section 1 of the Clearfield City Code is hereby amended to read as follows:

2-3-1: GENERAL PROVISIONS:

A. Purpose: The purpose of this chapter is to provide for the fair and equitable treatment of all persons involved in public purchasing by Clearfield City Corporation ("city"), to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

B. Application: This chapter applies to agreements for the procurement of supplies, services, equipment, and construction, entered into by the city after the effective date hereof, unless the parties agree in writing to its application to agreements entered into prior to the effective date hereof. It shall apply to every expenditure of public funds by the city for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or agreement funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this chapter shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

C. Purchasing and Contract Authorization/Execution Limits for Items Listed in the Current Budget

1. Department Heads: Purchase of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is less than twenty-five thousand dollars (\$25,000.00) may be approved and contracts authorized/executed by the respective department head where the purchase was listed as a specific line-item in the current budget previously approved by the city council.

2. City Manager: Purchases of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is less than fifty thousand dollars (\$50,000.00) may be approved and contracts authorized/executed by the city manager where the purchase was listed as a specific line-item in the current budget previously approved by the city council.

3. Mayor: Purchases of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is fifty thousand dollars (\$50,000.00) or more may be approved and contracts authorized/executed by the Mayor where the purchase was listed as a specific line-item in the current budget previously approved by the city council.

€D. Purchasing and Contract Authorization/Execution Limits For Items Not In The Current Budget (Excluding Capital Improvement Projects and/or Capital Assets):

1. Department Heads: Purchase of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is less than five thousand dollars (\$5,000.00) may be approved and contracts authorized/executed by the respective department head without increasing the total expense amounts approved in the budget by the city council. However, all Capital Improvement Projects and/or Capital Assets must be approved by the city council.

2. City Manager: Purchases of or contracts (including change orders and extensions) for services, supplies, materials or equipment for general operations where the total amount to be paid by the city is five thousand dollars (\$5,000.00) or more, but less than ten thousand dollars (\$10,000.00), may be approved and contracts authorized/executed by the city manager without increasing the total expense amounts approved in the budget by the city council. However, all Capital Improvement Projects and/or Capital Assets must be approved by the city council.

3. City Council: Purchases of or contracts *(including change orders)* for services, supplies, materials or equipment for general operations, where the amount to be paid by the city is ten thousand dollars (\$10,000.00) or more, shall be approved by the city council. *Additionally, all Capital Improvement Projects and/or Capital Assets must be approved by the city council.*

DE. Definitions:

AGREEMENT: All types of city agreements, regardless of what they may be called, for the procurement of supplies, services, equipment, or construction.

AGREEMENT MODIFICATION (BILATERAL CHANGE): Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any agreement, material or otherwise, accomplished by mutual action of the parties to the agreement.

ARCHITECTURAL AND ENGINEERING SERVICES:

1. Professional services of an architectural or engineering nature, as defined by state law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this definition;
2. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
3. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including: construction project management, studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

BID LIMIT:

1. For a building improvement:
 - a. For the year 2008, forty four thousand five hundred seventy dollars (\$44,570.00); and
 - b. For each year after 2008, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit by the lesser of three percent (3%) or the actual percent change in the consumer price index during the previous calendar year.
2. For a public works project:
 - a. For the year 2008, one hundred thirty nine thousand two hundred eighty one dollars (\$139,281.00);
or

b. For each year after 2008, the amount of the bid limit for the previous year, plus an amount calculated by multiplying the amount of the bid limit by the lesser of three percent (3%) or the actual percent change in the consumer price index during the previous calendar year.

BLIND TRUST: An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

BRAND NAME OR EQUAL SPECIFICATION: A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements, and which provides for the submission of equivalent products.

BRAND NAME SPECIFICATION: A specification limited to one or more items by manufacturers' names or catalog numbers.

BUILDING IMPROVEMENT: The construction or repair of a public building or structure.

BUSINESS: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

CAPITAL ASSET: Property, equipment and/or infrastructure asset (e.g., roads, sidewalks, playground equipment, and similar items) with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of twelve (12) months.

CAPITAL IMPROVEMENT PROJECT: Construction project of \$20,000 or greater with a life expectancy of five (5) or more years, or any project that is budgeted over more than one (1) budget year.

CHANGE ORDER: A written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications.

COMMODITY: An agricultural, grain, or livestock product or byproduct; a metal or mineral, including a precious metal; a gem or gemstone, whether characterized as precious, semiprecious or otherwise; a fuel, whether liquid, gaseous or otherwise; asphalt; tar; gravel; a foreign currency; and all other goods, articles, products, or items of any kind that are so designated in writing by the purchasing agent, or designee.

CONFIDENTIAL INFORMATION: Any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request.

CONSTRUCTION: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine repair, or routine maintenance of existing structures, buildings, or real property.

CONSUMER PRICE INDEX: The "Consumer Price Index For All Urban Consumers" as published by the bureau of labor statistics of the United States department of labor.

CONTRACTOR: Any person having an agreement with the city.

COST ANALYSIS: The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

COST DATA: Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the agreement.

COST REIMBURSEMENT AGREEMENT: An agreement under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the agreement terms and the provisions of this chapter, and a fee or profit, if any.

DEPARTMENT: Any city department, commission, board, or agency requiring the procurement of supplies, services, or construction pursuant to this chapter.

DIRECT OR INDIRECT PARTICIPATION: Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

ELECTRONIC BID: A bid prepared and submitted by an electronic means as described by the bid documents and under the direction of the purchasing agent or designee.

EMERGENCY REPAIRS: A building improvement or public works project undertaken on an expedited basis to:

1. Eliminate an imminent risk of damage to or loss of public or private property;
2. Remedy a condition that poses an immediate physical danger; or
3. Reduce a substantial, imminent risk of interruption of an essential public service.

EMPLOYEE: An individual drawing a salary or wages from the city, whether elected or not; any noncompensated individual performing personal services for the city or any department, agency, commission, council board, or any other entity established by the executive or legislative branch of the city; and any individual serving as an elected official of the city.

FINANCIAL INTEREST:

1. Ownership of ten percent (10%) of any property or business; or
2. Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

GRATUITY: A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

IMMEDIATE FAMILY: For purposes of this chapter only, "immediate family" means a spouse, children, parents, brothers, and sisters.

INVITATION FOR BIDS: All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

LOWEST RESPONSIVE RESPONSIBLE BIDDER: A contractor who:

1. Has submitted a bid in compliance with the invitation to bid and within the requirements of the plans and specifications for the building improvement or public works project:
 - a. Is the lowest bidder that satisfies the city's criteria relating to financial strength, past performance, integrity, reliability, and other factors that the city uses to assess the ability of a bidder to perform fully and in good faith the contract requirements;
 - b. Has furnished a bid bond or equivalent in money as a condition to the award of a contract; and
 - c. Furnishes a payment and performance bond, or other applicable security, as required by law.

PERSON: Any business, individual, union, committee, club, other organization, or group of individuals.

PRICE ANALYSIS: The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

PRICING DATA: Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. This definition refers to data relevant to both prime and subcontract prices.

PROCUREMENT: The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of agreement, and all phases of agreement administration.

PROFESSIONAL SERVICES: Those services that are provided by a person skilled in the practice of a learned or technical discipline. Providers of professional services often require prolonged and specialized intellectual training, and profess attainments in special knowledge as distinguished from mere skills. Disciplines may include, but are not limited to, accounting, auditing, court reporting, experts in a specialized field, finance, law, materials testing, medicine, and others. Professional services do not include those services defined as "architectural and engineering services" under this section.

PUBLIC AGENCY: A public entity subject to or created by the city.

PUBLIC WORKS PROJECT:

1. The construction or replacement of:

- a. A building, park or recreational facility; or
- b. A pipeline, culvert, dam, canal, or other system for water, sewage, stormwater, or flood control.

2. Public works project does not mean:

- a. The replacement or repair of existing infrastructure on private property; or
- b. Construction commenced before June 1, 2003.

PURCHASING AGENT: The person or persons designated in this chapter to procure supplies, services, or construction on behalf of the city.

QUALIFIED PRODUCTS LIST: An approved list of supplies, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, the city has determined will meet the applicable specification requirements.

REQUEST FOR PROPOSALS OR RFP: All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

REQUEST FOR QUALIFICATIONS OR RFQ: A document issued by the purchasing agent or designee.

RESPONSIBLE BIDDER OR OFFEROR: A person who has the capability in all respects to perform fully the agreement requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER: A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

SERVICES: The furnishing of labor, time, or effort by any person, including professional services.

SOLE SOURCE PROCUREMENT: A situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation. The purchasing agent may require a justification from the requesting department explaining why this is the only source for the requirement.

SPECIFICATION: Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

SUPPLIES: All property, including, but not limited to, equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

EE. Public Access To Procurement Information: Procurement information shall be public records to the extent provided in the government records access and management act, Utah Code Annotated section 63G-2-101 et seq., and shall be available to the public unless otherwise provided in such statute.

FG. Establishment Of Purchasing Agents:

1. City's Purchasing Agent: The administrative services director, or designee, is the city's purchasing agent.

a. Authority And Duties:

(1) Purchasing Agent: Except as otherwise provided herein, the purchasing agent, or designee, shall be responsible for the procurement of supplies, services, and construction in accordance with this chapter, as well as the management and disposal of supplies.

(2) Duties: In accordance with this chapter, and subject to the supervision of the city manager, the purchasing agent, or designee, shall:

(A) Procure or supervise the procurement of all supplies, services, and construction needed by the city;

(B) Sell, trade, or otherwise dispose of surplus supplies belonging to the city; and

(C) Establish and maintain programs for specifications development, agreement administration, inspection and acceptance, in cooperation with the city department using the supplies, services, and construction.

(3) Operational Procedures: Consistent with this chapter, and with the approval of the city manager, the purchasing agent may adopt operational procedures relating to the execution of its duties. These may be set forth in a municipal procurement handbook.

GH. Delegations To Other City Officials: With the approval of the city manager, the purchasing agent may delegate authority to purchase certain supplies, services, or construction items to other city officials, if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding the provisions of subsection F1a, "Authority And Duties", of this section, procurement authority with respect to certain supplies, services, or construction may be delegated to other city officials by the city manager or administrative services director when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction. (Ord. 2009-51, 12-8-2009)

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

Section 3. Effective Date: These amendments shall become effective immediately upon posting.

Passed and adopted by the Clearfield City Council this 11th day of December, 2012.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

CLEARFIELD CITY ORDINANCE 2012-15

AN ORDINANCE AMENDING SECTION 1-6-2 (E) OF THE CLEARFIELD CITY CODE DEALING WITH THE APPOINTMENT OF A MAYOR PRO TEMPORE

PREAMBLE: This Ordinance amends Title 1 of the Clearfield City Code by modifying Chapter 6, Section 2 (E).

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 1, Chapter 6, Section 2, Subsection E of the Clearfield City Code is hereby amended to read as follows:

1-6-2: MAYOR AS MEMBER OF CITY COUNCIL:

E. Mayor Pro Tem: ~~*Each calendar year the city council mayor shall elect one of its*~~ *appoint a members of the city council to act as mayor pro tempore during the temporary absence or disability of the mayor. The mayor's annual appointment of the mayor pro tempore shall be subject to the advice and consent of the city council.* During such absence or disability, the mayor pro tempore shall possess the powers of mayor, except that the mayor pro tempore shall continue to cast votes as a member of the city council. The ~~election~~ *appointment and approval* of a mayor pro tempore shall be entered in the minutes of the meeting. *In the absence of both the mayor and the mayor pro tempore, when necessary, the city council may elect one of its members to serve as the mayor pro tempore until either the mayor or the appointed mayor pro tempore returns.*

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

Section 3. Effective Date: These amendments shall become effective January 1, 2013.

Passed and adopted by the Clearfield City Council this 11th day of December, 2012.

CLEARFIELD CITY CORPORATION

Donald W. Wood, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

CLEARFIELD CITY RESOLUTION 2012R-25

A RESOLUTION APPOINTING COUNCILMEMBER KENT BUSH AS A REPRESENTATIVE FOR CLEARFIELD CITY ON THE NORTH DAVIS SEWER DISTRICT'S BOARD OF TRUSTEES

WHEREAS, as a municipality serviced by the North Davis Sewer District (the "District"), Clearfield City is afforded representation on its Board of Trustees (the "Board"); and

WHEREAS, Ivan Anderson's term on the Board will expire on December 31, 2012; and

WHEREAS, Mayor Don Wood has proposed that the City Council appoint Councilmember Kent Bush to fill the vacancy on the North Davis Sewer District Board created by his departure; and

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

NOW, THEREFORE, be it resolved by the Clearfield City Council that Councilmember Bush is hereby appointed to serve as one of Clearfield City's representatives on the Board of Trustees of the North Davis Sewer District.

Be it further resolved that the term of office shall be January 1, 2013 through December 31, 2017, subject to all applicable state statutes and city ordinances.

PASSED AND ADOPTED this 11th day of December, 2012.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Don W. Wood, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. REGULAR SESSION
August 28, 2012

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

| | | |
|----------------|------------------|----------------------------------|
| PRESIDING: | Kathryn Murray | Chair |
| PRESENT: | Kent Bush | Director |
| | Mike LeBaron | Director |
| | Mark Shepherd | Director |
| | Bruce Young | Director |
| | Don Wood | Director |
| STAFF PRESENT: | Adam Lenhard | City Manager |
| | JJ Allen | Assistant City Manager |
| | Brian Brower | City Attorney |
| | Scott Hodge | Public Works Director |
| | Valerie Claussen | Development Services Manager |
| | Eric Howes | Community Services Director |
| | Greg Krusi | Police Chief |
| | Steve Guy | City Treasurer |
| | Nancy Dean | City Recorder |
| | Kim Read | Deputy City Recorder |
| EXCUSED: | Bob Wylie | Administrative Services Director |

VISITORS: Glen Mills, Larry Mills, Chris Bateman - Intern

Chair Murray called the meeting to order at 7:29 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE JUNE 26, 2012 REGULAR SESSION

Director LeBaron moved to approve the minutes from the June 26, 2012 Clearfield Community Development and Renewal Agency (CDRA) meeting, as written, seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON APPROPRIATING FUNDS FOR THE DEMOLITION OF STRUCTURES LOCATED AT APPROXIMATELY 17 NORTH MAIN, CLEARFIELD

JJ Allen, Assistant City Manager, explained in 2010, the CDRA conducted a study on the possibility of appropriating funds for a development project to be located at approximately 17 North Main. A public hearing was held and an appropriation authorized, but that project was withdrawn. Recently, another study, prepared as required by § 10-8-2 of the Utah Code, was

conducted and it concluded that it was in the public's interest to appropriate funds for the demolition of dilapidated buildings located at approximately 17 North Main, Clearfield. The CDRA would consider adopting the new findings and appropriating up to \$30,000 for this purpose. He shared a visual presentation of the property with the Council. He explained the previous history associated with proposed development of the property. He expressed his opinion approval of the resolution would contribute to development of the property

Chair Murray declared the public hearing open at 7:32 p.m.

Chair Murray asked for public comments.

Glenn Mills, 645 North 1000 West, Clearfield, expressed agreement with the demolition of the property but suggested the City place a lien on the property which would allow the City to recover the costs associated with the demolition. He informed the Council the property owner was in default to Davis County for property taxes for approximately four years and expressed concern regarding the possibility of the property being purchased at auction for a small amount of funds. He requested information be provided to him reflecting how much the City paid for the property in 1996 that was adjacent to the 17 North Main property. He shared a proposal in how the property could be marketed for economic development and expressed his desire to market the property.

Larry Mills, 411 West 800 North, Clearfield, believed if the Council approved \$30,000 the contractor would charge the City that amount for the demolition. He inquired why the City would considering using any of its resources to complete studies or demolition without something in place to recover those costs when there was a specific avenue for that purpose. He also suggested a lien be placed on the property to protect the tax payers. He also believed debris would located underground associated with the salvage yard and suggested the property owner be cited and responsible for that remediation.

Director Wood moved to close the public hearing at 7:40 p.m., seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2012R-03 AUTHORIZING THE DEMOLITION OF STRUCTURES LOCATED AT APPROXIMATELY 17 NORTH MAIN, CLEARFIELD

Director Shepherd inquired if the City had the ability to place a lien on the property and asked if that had been considered. Brian Brower, City Attorney, expressed his opinion the City would need to enter into a contractual agreement with the current property owner whereby the funds would repaid to the City sometime in the future. He expressed concern whether the property owner would entertain that proposal. Director Wood believed the study reflected the necessity for the City to demolish the property as it was a public nuisance. He emphasized the property was private property and the Knight family had expressed their desire for development of the

property. He believed the property in its current state diminished the value of the City's property adjacent to the west. He stated the Knight family already had contractual obligations with a broker or realtor to list the property. He pointed out the lack of development for the previous project had nothing to do with the involvement of the City. He encouraged the adoption of the Resolution by the Board.

Director Shepherd expressed appreciation for the clarification and agreed the structures on the property were blight to the City. He expressed concern for the neighboring commercial areas struggling to place tenants in their buildings due to the blight.

Director LeBaron moved to approve Resolution 2012R-03 adopting the findings of the new § 10-8-2 study on the appropriation of up to \$30,000 to demolish dilapidated buildings located at approximately 17 North Main Clearfield and authorize the Chair's signature to any necessary documents, seconded by Director Young. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

APPROVAL OF CLEARFIELD CITY'S RESOLUTION 2012R-16, A JOINT RESOLUTION WITH THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) IN EXCHANGE FOR OTHER PROPERTIES TO ACCOMMODATE THE STATE ROAD (SR) 193 EXTENSION

Construction of the State Road (SR) 193 extension created a need for the City, the CDRA and the Utah Department of Transportation (UDOT) to exchange some properties along the corridor to better manage the project. The CDRA holds one of the properties to be conveyed that was deemed to be a significant parcel. A public hearing on the conveyance of the CDRA property was held on June 22, 2010.

Adam Lenhard, City Manager, clarified the CDRA owned a home located at 89 East 700 South which had been used as a rental. He continued the property would be part of the property exchange with UDOT to facilitate the SR 193 extension.

Director Shepherd moved to approve Clearfield City's Resolution 2012R-16, a joint resolution with the Clearfield Community Development and Renewal Agency (CDRA) authorizing the conveyance of property to the Utah Department of Transportation (UDOT) in exchange for other properties to accommodate the State Road (SR) 193 extension project and authorize the Chair's signature to any necessary documents, seconded by Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

There being no further business to come before the Community Development and Renewal Agency, **Director LeBaron moved to adjourn as the Community Development and Renewal Agency at 7:48 p.m., seconded by Director Wood. All voting AYE.**

DRAFT

CLEARFIELD CITY REDEVELOPMENT AGENCY

Resolution No. _____

A RESOLUTION DESIGNATING THE PROPOSED CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA, AUTHORIZING THE PREPARATION OF A DRAFT COMMUNITY DEVELOPMENT PROJECT AREA PLAN AND BUDGET, AND AUTHORIZING AND DIRECTING ALL NECESSARY ACTION BY THE AGENCY, CONSULTANTS, STAFF, AND COUNSEL.

WHEREAS Clearfield City, Utah (the “City”) has created the Clearfield City Redevelopment Agency (the “Agency”) pursuant to the provisions of, and the Agency continues to operate under, Title 17C of the Utah Code, as amended, known as the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act (the “Act”), for the purposes of conducting urban renewal, economic development, and community development activities within the City, as contemplated by the Act; and

WHEREAS the Agency, having made a preliminary investigation, desires now to conduct community development activities in the area depicted on the map attached hereto as **Exhibit A** and incorporated herein by this reference (the “Proposed Project Area”), pursuant to Chapter 4 of the Act;

WHEREAS the Agency desires to begin the process of adopting a project area plan for the Proposed Project Area by adopting this Resolution authorizing the preparation of a Draft Project Area Plan, pursuant to Section 17C-4-101(1) of the Act; and

WHEREAS the Agency also desires to prepare a Draft Project Area Budget, to be approved by the applicable taxing entities by separate interlocal agreements, pursuant to Section 17C-4-201 of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CLEARFIELD CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The Agency designates the Proposed Project Area as the proposed *Clearfield Station Community Development Project Area*, the boundaries of which are depicted on the map attached hereto as **Exhibit A**.
2. Agency consultants, counsel, and staff, as appropriate, are authorized and directed:
 - a. to prepare a Draft Community Development Project Area Plan as required by Section 17C-4-102(1) of the Act;
 - b. to prepare a Draft Community Development Project Area Budget; and

- c. to take all other actions under the Act which may be necessary or proper for the successful establishment of the proposed community development project area, including, without limitation, discussions with taxing entities, the preparation for all necessary hearings and the preparation, publication, and mailing of statutorily required notices.

3. This resolution takes effect upon adoption.

PASSED AND APPROVED this 11th day of December, 2012.

_____, *Board Chairman*

Attest:

_____, *Secretary*

***REDEVELOPMENT AGENCY BOARD VOTE AS
RECORDED:***

| <u>Name:</u> | <u>Vote:</u> |
|----------------|--------------|
| Board Chairman | _____ |
| Board Member | _____ |

EXHIBIT A
MAP OF PROPOSED PROJECT AREA BOUNDARIES



CLEARFIELD STATION PROPOSED CDA

-  CLEARFIELD STATION CDA BOUNDARY
-  CDA PARCELS
-  CLEARFIELD MUNICIPAL BOUNDARIES



LEWIS & YOUNG
ROBERTSON & BURNINGHAM, INC.



02/25/2010