

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
December 8, 2015 – POLICY SESSION

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

Executive Conference Room  
55 South State Street  
Third Floor  
Clearfield, Utah

**6:00 P.M. WORK SESSION**

Discussion on Title 11, Chapters 1, 2, 4, 5, 6, 11, 13, 14 – Land Use Authority and Outdoor Storage  
Discussion on West Square Development Agreement  
Discussion on West Square Reimbursement Agreement  
Discussion on the Consolidated Fee Schedule

**\*\*ADJOURN AS THE CITY COUNCIL AND IMMEDIATELY RECONVENE  
AS THE CDRA IN A WORK SESSION \*\***

**CDRA WORK SESSION**

Discussion on Policies and Procedures

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

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

**7:00 P.M. POLICY SESSION**

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Young

APPROVAL OF MINUTES:

November 10, 2015 – Appeal Hearing

November 24, 2015 – Policy Session

December 1, 2015 – Work Session

**PRESENTATIONS:**

1. **PRESENTATION TO NIKE PETERSON FOR HER SERVICE AS A MEMBER OF THE PLANNING COMMISSION**

**BACKGROUND:** Nike Peterson has served the City as a member of the Planning Commission since 2009 and has served as the Chair since June of 2010. During the General Municipal Election in November she was elected to the City Council; therefore, she will no longer continue

serving on the Planning Commission. The Mayor and City Council desire to recognize Ms. Peterson for her service to the City.

***PUBLIC HEARING:***

2. PUBLIC HEARING TO RECEIVE COMMENT ON TITLE 11, CHAPTERS 1, 2, 4, 5, 6, 11, 13, 14 – MINOR AMENDMENTS, APPEAL AUTHORITY, AND OUTDOOR STORAGE

BACKGROUND: City staff has recommended corrections specific to the proposed changes of the title of “Director of Community Development” to “ Planning and Zoning Administrator” and the removal of the term “Community Development Department” to be replaced with “City” or “Building Official” within Title 11 Land Use, Chapters 1, 2, 4, 5, 6, 11, 13 and 14. Additionally, the removal of the City Council as the Appeal Authority in specific instances, supplemental regulations for outdoor storage as well as regulations for parking lot landscape to be consistent with recent changes to Clearfield parking area and parking lot requirements are included in the amendments. These changes would be effective across all applicable parcels of property and zones within the City.

RECOMMENDATION: Receive public comment and close the public hearing.

***SCHEDULED ITEMS:***

3. CITIZEN COMMENTS
4. CONSIDER APPROVAL OF ORDINANCE 2015-19 AMENDING TITLE 11, CHAPTERS 1, 2, 4, 5, 6, 11, 13, 14 – MINOR AMENDMENTS, APPEAL AUTHORITY, AND OUTDOOR STORAGE

RECOMMENDATION: Approve Ordinance 2015-19 Amending Title 11, Chapters 1, 2, 4, 5, 6, 13, 14 – Minor Amendments, Appeal Authority, and Outdoor Storage and authorize the Mayor’s signature to any necessary documents.

5. CONSIDER APPROVAL OF THE WEST SQUARE DEVELOPMENT AGREEMENT WITH IRONWOOD DEVELOPMENT GROUP

BACKGROUND: The West Square Subdivision, a 141-unit apartment complex on 8.82 acres located at 850 South 490 East, received land use approval earlier this year. This Development Agreement is one of the final items needed prior to construction of the project. The Development Agreement sets forth the obligations of the Developer (Ironwood), especially concerning public improvements, and requires the City to reimburse the Developer for certain offsite improvements. It also reaffirms the architectural and landscaping elements of the previously approved site plan, and the purchase of surplus City property to be incorporated into the project.

RECOMMENDATION: Approve the West Square Development Agreement with Ironwood Development Group, L.C. and authorize the Mayor’s signature to any necessary documents.

6. CONSIDER APPROVAL OF THE DEPOT STREET REIMBURSEMENT AGREEMENT WITH IRONWOOD DEVELOPMENT GROUP

BACKGROUND: The plat for the West Square Subdivision includes the extension of Depot Street for the length of the West Square property. However, West Square is not the only property

which will benefit from this street, especially when it connects to Clearfield Station. Consequently, the Developer (Ironwood) has requested that a reimbursement agreement be utilized to collect a payment from the future developers of the properties which will benefit from the improvements. The Agreement sets West Square's share of the total water and street improvements costs at 35%, leaving 65% to be reimbursed by the developers of the benefited properties at the time that they develop, most of which would be borne by Clearfield Station.

RECOMMENDATION: Approve the Depot Street Reimbursement Agreement with Ironwood Development Group, L.C., and authorize the Mayor's signature to any necessary documents.

7. CONSIDER APPROVAL OF ORDINANCE 2015-20 AMENDING THE CONSOLIDATED FEE SCHEDULE

BACKGROUND: Staff is recommending amendment to the City's Consolidated Fee Schedule specific to building rental fees.

RECOMMENDATION: Approve Ordinance 2015-20 amending the Consolidated Fee Schedule and authorize the Mayor's signature to any necessary documents.

8. CONSIDER APPROVAL OF THE FINDINGS, CONCLUSIONS AND DETERMINATION OF THE APPEAL AUTHORITY REGARDING THE PLANNING COMMISSION'S DECISION TO ISSUE A CONDITIONAL USE PERMIT (CUP 1509-0003) FOR DAMON PEARSON ON BEHALF OF PEARSON SPECIALTIES LLC ON PROPERTY LOCATED AT 1964 SOUTH 275 EAST

BACKGROUND: On November 10, 2015, acting in a quasi-judicial capacity as the land use appeal authority, the City Council heard an appeal regarding the Planning Commission's decision to grant a Conditional Use Permit (CUP 1509-0003) for Damon Pearson on behalf of Pearson Specialties LLC on property located at 1964 South 275 East.

RECOMMENDATION: Approve and adopt the Findings, Conclusions and Determination of the Appeal Authority regarding the Planning Commission's decision to grant a Conditional Use Permit (CUP 1509-0003) for Damon Pearson on behalf of Pearson Specialties LLC on property located at 1964 South 275 East and authorize the Mayor's signature to any necessary documents.

9. CONSIDER THE AWARD OF BID TO BRINKERHOFF EXCAVATING FOR THE PUBLIC WORKS AND PARKS FACILITIES UPGRADE PHASE 1B

BACKGROUND: Bids were received from four construction companies to install the utilities and construct the new 575 South roadway from South Main Street to Jenmar, work to be completed as part of the Public Works and Parks Facilities Upgrade Phase 1B project. The lowest responsible bid was received from Brinkerhoff Excavating with the bid of \$585,989.45.

RECOMMENDATION: Approve the award of bid to Brinkerhoff Excavating for the Public Works and Parks Facilities Upgrade Phase 1B for the bid amount of \$585,989.45 and approve funding for the project for the bid amount of \$585,989.45 with contingency and engineering costs of \$90,010.55 for a total project cost of \$676,000.00; and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF RESOLUTION 2015R-30 AUTHORIZING THE NORTH DAVIS FIRE DISTRICT (NDFD) ANNEXATION

BACKGROUND: In 2014, Clearfield City annexed a portion of the Military Installation Development Authority's (MIDA's) Falcon Hill Project Area into its boundaries. The North Davis Fire District also recognized a need to annex the same area into its boundaries. On August 25, 2015, the City Council, acting as both the legislative body for the municipality as well as the Governing Body of the North Davis Fire District adopted a resolution stating the NDFD's intent to annex MIDA's Falcon Hill Project Area in its boundaries for the purpose of providing fire protection, emergency medical and ambulance services and consolidated 911 services within the area. The City Council recognizes that public health, convenience and necessity require the annexation of the proposed Annexed Area to the District. On October 6, 2015 a public hearing was held on the annexation which also started a 60-day comment period which ended December 7, 2015. No comments were received.

RECOMMENDATION: Approve Resolution 2015R-30 authorizing the North Davis Fire District (NDFD) Annexation and authorize the Mayor's signature to any necessary documents.

***COMMUNICATION ITEMS:***

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

***\*\*COUNCIL MEETING ADJOURN\*\****

Dated this 4<sup>th</sup> day of December, 2015.

/s/Nancy R. Dean, City Recorder

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



## City Council STAFF REPORT

**TO:** Mayor Shepherd, City Council, and Executive Staff

**FROM:** Spencer W. Brimley  
Development Services Manager  
[Spencer.Brimley@clearfieldcity.org](mailto:Spencer.Brimley@clearfieldcity.org) (801)525-2785

**MEETING DATE:** December 8, 2015

**SUBJECT:** Public Hearing, Discussion and Possible Action on **ZTA 1511-0005**: A request by Clearfield City Staff for Zoning Text Amendments and corrections within Title 11 Land Use, Chapters 1, 2, 4, 5, 6, 11, 13, and 14. Also this zoning text amendment will consider supplemental regulations for outdoor storage as well as regulations for parking lot landscape to be consistent with recent changes to Clearfield parking requirements. These changes would be effective across all applicable parcels of property and zones within Clearfield City.

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### RECOMMENDATION

#### Planning Commission Recommendation

The Planning Commission recommends that the City Council move to **approve of ZTA 1511-0005**, a Zoning Text Amendments and corrections within Title 11 Land Use, Chapters 1, 2, 4, 5, 6, 13 and 14, based on the findings and discussion in the Staff Report.

#### Staff Recommendation, as presented to Planning Commission

Move to **recommend approval of ZTA 1511-0005 to the City Council**, Zoning Text Amendments and corrections within Title 11 Land Use, Chapters 1, 2, 4, 5, 6, 11, 13 and 14, based on the findings and discussion in the Staff Report.

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### ANALYSIS

Clearfield City Code Title 11 has a few minor corrections that need to be made to the language. Staff has also prepared an amendment to supplemental regulations for outdoor storage as well as minor revisions to parking lot landscape requirements.

On December 2, 2015, Clearfield City Planning Commission recommended to approve ZTA 1511-0005 a zoning text amendment to consider changes to Title 11 Land Use, Chapters 1, 2, 4, 5, 6, 13, and 14. The recommendation included the text changes to the supplemental regulations for outdoor storage, to allow it as an accessory use in both M-1 and C-2 zones, regulations for parking lot landscaping and posting requirements for landscape bonds for development.

However, the Planning Commission did not recommend the approval of the proposed text amendments included in Title 11, Chapter 11. More specifically, the Planning Commission recommended that the Council not remove outdoor storage as a primary use from the M-1 zone. The Planning Commission expressed concern that removal of outdoor storage from the M-1 zone as a primary use would have a negative impact on the ability of those who wanted to develop an outdoor storage facility for recreational vehicles as a primary use in the M-1 zone. The Commission also expressed concerns regarding other negative impacts that were not identified, but could occur if the proposed change was approved. Additionally there were concerns expressed by the Commission that this change was too restrictive and too expansive.

Below is the summary of proposed amendments to the ordinance.

## Proposed Changes

### 11- Land Use

Chapter 1 - General Provisions – The changes within this chapter of the Clearfield City Land Use Ordinance are for minor language changes specific to all references for “Director of Community Development” to be changed to “Planning and Zoning Administrator” or “Building Official” and all references to “Community Development Department” to be changed to “City.” Additionally, references to the office of “community development” will be stricken.

#### - 3 Interpretation:

*Interpretation and application of the provisions and requirements contained herein are declared to be the minimum requirements for the purposes set forth, unless otherwise specifically stated. If in the course of administration hereof, a question arises as to the meaning of any phrase, section, or chapter, the interpretation thereof shall be given by the ~~director of the community development department~~ **planning and zoning administrator** of Clearfield City and shall be construed to be the official interpretation thereof. Appeals of the ~~community development director's~~ **planning and zoning administrator's** interpretation shall be made in accordance with table 11.1 of this section and section 11-1-12 of this chapter. (Ord. 2009-17, 11-24-2009)*

#### - 8 Vested Right:

*A. An applicant is entitled to approval of a land use application if the application conforms to the requirements of the city's zoning map and applicable land use ordinance in effect when a complete application is submitted and all fees have been paid, unless:*

*1. The governing body, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or*

*2. In the manner provided by city ordinance and before the application is submitted, the city has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted. The process for formally initiating proceedings to amend the city's ordinances shall begin with the filing of the petition required by section 11-6-2 of this title ~~by the community development department.~~*

#### - 14 Annexation:

*D. The ~~community development department~~ **city** may establish forms and procedures for applications/petitions for annexation to the city in addition to those set forth by state law.*

#### - 15 Development Application and Procedures:

A. All development and building permit applications are to be presented to the city on the applicable application form(s) provided by the ~~community development department~~ city.

D. An application for a required development approval, permit, or license shall be initiated by submitting the appropriate application(s) to the ~~community development department~~ planning and zoning administrator.

E. Upon receipt of an application, the planning and zoning administrator shall make a determination concerning its completeness. If the planning and zoning administrator determines that the application is incomplete, he or she shall notify the applicant in writing, identifying the deficiencies of the application and advising the applicant that no action will be taken by the city until they have been corrected. If the applicant fails to correct the specified deficiencies within thirty (30) days from the date of notification by the planning and zoning administrator, the application shall be deemed withdrawn and the applicable application fees will be returned to the applicant.

F. An applicant may withdraw an application at any time prior to a final decision on the application. Application fees shall not be refundable if prior to withdrawal:

1. A review of the application by the ~~community development department~~ city has commenced; or

2. Notice of a meeting or public hearing to consider the application with the planning commission or city council has been mailed, posted or published.

- 17 Determination for uses not listed as permitted or conditional uses

B. Determination as to the classification of uses not specifically listed in this title shall be made by the planning and zoning administrator and shall be subject to appeal to the planning commission as set forth in section 11-1-12 of this chapter. The procedure shall be as follows:

4. The determination and all information pertaining thereto shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the ~~community development department~~. Such use shall become a permitted or conditional use in the zone specified in the determination, and shall have the same status as a permitted or conditional use specifically named in the regulations of the zone classification. (Ord. 2009-17, 11-24-2009)

Chapter 2 Administration and Enforcement

- 3 Building permits:

A. Permit Required: No building or structure shall be constructed, reconstructed, altered, remodeled, moved or demolished without a permit issued by the ~~community development department~~ city.

B. Application: Applications for building permits shall be made to the ~~community development department~~ building official. All applications shall be accompanied by plans showing information required by the ~~community development department~~ city.

*C. Permits To Comply With This Title: All building permits shall be reviewed by the building official and planning and zoning administrator for compliance with this title before being issued by the ~~community development department~~. No permit shall be issued unless and until the contemplated action is in compliance with the provisions of this title. (Ord. 2009-18, 11-24-2009)*

#### Chapter 4 Conditional Use Permits

- 2 Procedures:

*B. Application: Application for a conditional use permit shall be made in writing on forms prepared by the ~~community development department~~ **planning and zoning administrator** by the property owner or ~~certified~~ **registered** agent. Upon receipt of a complete application, the planning and zoning administrator shall schedule the application for consideration by the planning commission. The planning and zoning administrator shall not place any application on the planning commission agenda until all items required by this title have been submitted or are omitted for good cause.*

- 5 Expiration of permit

*A land use authorized by a conditional use permit must commence within one year of the time the permit is issued. If the permit holder has not commenced action under the permit within this time, the permit shall expire and the holder must apply for a new permit. The planning commission may grant an extension for good cause shown. Only one extension may be granted and the maximum extension shall be for six (6) months. Applications for extension must be submitted to the ~~community development department~~ **planning and zoning administrator** in writing prior to the expiration of the original permit. The application must describe the cause for requesting the extension and be accompanied by the fee required by the city's fee schedule. A public hearing shall be held by the planning commission for any application for extension. (Ord. 2009-20, 11-24-2009)*

#### Chapter 5 Site Plan Review

- 2 Procedures:

*B. Application: Application for site plan review shall be made in writing by the property owner or their certified agent on forms prepared by the ~~community development department~~ **city**. The planning and zoning administrator shall review the site plan application when it is submitted to see that all information and items required by this title are included in the application. The planning and zoning administrator shall not perform an administrative site plan review, or place any site plan on the planning commission agenda until all items required have been submitted or are omitted for good cause.*

*C. Contents Of Plan: Applications for site plan review shall be accompanied by three ~~(3)~~(2) full size (24 inch x 36 inch) and five ~~(5)~~(3) half size (11 inch x 17 inch) paper copies of site development plans and/or architectural drawings, and one electronic copy in a format approved by the ~~community development department~~ **city**. All plans shall be drawn to a standard scale (not smaller than 1 inch = 30 feet) and stamped by a licensed landscape architect or civil engineer, and shall contain the following:*

- 5 Expiration of approval; extension:

*Failure to obtain a building permit for an approved site plan within twelve (12) months of the date of approval by the land use authority shall result in the expiration of said approval. The land use authority may grant an extension for good cause shown for up to an additional six (6) months after the original date of approval. Applications for extension must be submitted to the ~~community development department~~ **planning and zoning administrator** in writing prior to the expiration of the original permit. The application must describe the reason for the extension, and shall be accompanied by the fee set forth in the city's fee schedule. (Ord. 2014-17, 6-24-2014, eff. 7-1-2014)*

#### Chapter 6 Amendments to General Plan

- 2 Petition for change to land use ordinance or zoning map:  
*B. Information And Items Required: The petition shall be submitted in writing on forms prepared by the ~~community development department~~ **city** and shall contain the following information:*
  1. *Designation of the specific section amendment or zone change desired.*
  2. *The reason and justification for such change.*
  3. *A draft of the proposed section amendment or a complete and accurate legal description of the area proposed to be rezoned.*
  4. *An accurate property map showing all areas to be included in the rezoning and all properties immediately adjacent to the proposed rezone area.*
  5. *A list of all property owners within three hundred feet (300') of the boundaries of the property to be rezoned, according to the assessment rolls of the Davis County assessor. Stamped, addressed envelopes for each property owner shall also be submitted by the applicant. The return address shall be for the ~~community development department~~ **of the city**.*
- 4 Petitions for change to general plan or general plan maps  
*B. Information And Items Required: The petition shall be submitted in writing on forms prepared by the ~~community development department~~ **city** and shall contain the following information:*

#### Chapter 11 Article D Manufacturing (M-1) Zone

- 2 Permitted and Conditional Uses:  
*The following buildings, structures, and uses of land shall be permitted in the M-1 manufacturing zone upon compliance with the requirements set forth in this code: (Ord. 2009-39, 11-24-2009)*
  - Automobile repair.*
  - Business services.*
  - Laboratories.*
  - Manufacturing.*
  - Medical clinics.*

Mobile food vendors.  
Offices.  
Parks and open space.  
Personal services.  
Pet grooming facilities.  
Physical therapy facilities.  
Public uses.  
Restaurants.  
Retail stores.  
Warehouses. (Ord. 2009-39, 11-24-2009; amd. Ord. 2010-06, 1-26-2010; Ord. 2010-10, 6-22-2010; Ord. 2011-08, 8-23-2011)

The following buildings, structures, and uses of land shall be allowed in the M-1 manufacturing zone upon compliance with the requirements set forth in this code and upon obtaining a conditional use permit as specified in [chapter 4](#) of this title:

Daycare facilities.  
Greenhouses.  
Landscape supply yards.  
~~Outdoor storage.~~  
Sexually oriented businesses.  
Tattoo or body piercing establishment.  
Vocational and technical training facilities. (Ord. 2013-02, 2-12-2013)

C. Uses which create traffic hazards, excessive noise, dust, fumes, odors, smoke, vapor, vibration or industrial waste disposal problems for adjacent residential uses shall not be permitted. (Ord. 2009-39, 11-24-2009)

#### Chapter 13-Supplementary and Qualifying

##### - 12 Outdoor Storage:

"Outdoor storage" is hereby defined as the commercial storage or keeping of building materials, equipment, fuels, vehicles, goods, commodities or raw materials outside of a building or structure. *Outdoor storage shall only be permitted as an accessory use in the M-1 or C-2 zones, subordinate to a permitted use on the same lot. In addition to requirements found elsewhere in this Code and laws of the state of Utah, all outdoor storage shall comply with the following regulations:*

A. No yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be used for outdoor storage without first obtaining site plan approval for such use from the planning commission in accordance with [chapter 5](#) of this title. The storage, keeping, or parking of a vehicle on an approved parking space at a private residence shall not be considered outdoor storage. The outdoor display of goods and other merchandise for retail sale shall not be considered outdoor storage. No other area or parcel of land shall be used for such purposes except as specifically permitted herein. Outdoor storage of junk, trash, debris, or other waste materials is prohibited on any lot or parcel in the city.

**Comment [SB1]:** Approval of the Planning Commission's recommendation would leave this use in the ordinance as a CUP. Approval of the staff's recommendation would remove the use as a CUP, but allow it to be included as an accessory use in M-1 and C-2.

B. All outdoor storage, except for agricultural products, shall be enclosed by a fence or wall at least six feet (6') in height and impervious to sight from any public street, right of way, or adjacent property. No items may be stacked higher than the fence or wall of the enclosure ~~without prior approval from the planning commission through the site plan process~~, unless expressly exempted elsewhere in this title.

C. No materials or waste shall be deposited upon any property in such form or manner that they may be transferred off such property by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors unless put in closed containers.

D. Open storage of hay or other agricultural products shall be located not less than forty feet (40') from a public street, and fifty feet (50') from any dwelling on adjoining property; except, that any accessory building containing such products shall be located as required for all agricultural accessory buildings as provided for herein.

E. *Outdoor storage in the C-2 zone shall not exceed six feet (6') in height. Outdoor Storage in the M-1 zone may exceed the height of six feet (6') up to a maximum height of up to fifteen feet (15') only if all adjacent properties share the same M-1 zone designation. If a railroad right of way is adjacent to the property, storage may only exceed six feet (6') upon planning commission approval. The following shall be the criteria by which the planning commission shall review the storage:*

1. *There shall be adequate screening to prevent any residential zones across the railroad right of way from viewing the storage.*

2. *The storage shall be screened to prevent a view of the storage from a commuter rail train. Screening can be accomplished by a change in grade, landscaping, or sight obscuring fences and walls. The planning commission may impose any other conditions designed to mitigate the impact of the storage. ~~In no case may storage exceed the height of fifteen feet (15').~~*

F. All areas used for outdoor storage shall be properly surfaced with an impermeable, all weather material, and shall be kept free of weeds and debris. (Ord. 2009-40, 11-24-2009)

### 23 Landscaping Standards and Requirements

- C(2) Bond required:  
*The bond or escrow account shall be posted or established prior to the issuance of a certificate of occupancy ~~building permits~~ for the site.*

### Chapter 14 Parking Area and Parking Lot Requirements

- 5(F). Parking Lot Islands: Landscaped parking lot islands shall be provided as follows:  
*On single rows of parking there shall be a twenty foot (20') long by five foot (5') wide landscaped island a minimum of every twelve (12) stalls. *In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than 18' in length.* Islands*

*on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.*

**Public Comment**

No public comment has been received to date.

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**FINDINGS**

**Zoning Ordinance Text Amendment**

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

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The proposed text amendments are consistent with the goals and policies of the Land Use Element of the City's General Plan. These references correct small issues and better define potential uses in Clearfield City.
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	A review of current City Codes shows demonstrates that there are a number of minor small corrections that needed to be made to ensure accuracy and conformity within the City Code. In addition to the minor language corrections within title 11, Clearfield City Staff determined that the creation of a more clearly defined regulation for outdoor storage is was the responsibility of the City.

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**ATTACHMENTS**

1. Table 11-1-3 – Interpretation: Land Use Authority and Appeal Authority.
2. Proposed Title 11 Amendments

Land Use Application	Land Use Authority		Appeal Authority			
	Advisory Body	Authority	First Appeal		Second Appeal	
			Days To Appeal <sup>3</sup>	Body	Days To Appeal <sup>3</sup>	Body
General plan or map amendment	Planning commission	City council	30	District court	n/a	None
Land use ordinance or map amendment	Planning commission	City council	30	District court	n/a	None
Subdivision ordinance or amendment	Planning commission	City council	30	District court	n/a	None
Development agreement	Planning commission	City council	30	District court	n/a	None
Project concept plan <sup>1</sup>	Staff	Planning commission	n/a	None	n/a	None
Site plan	Staff	Planning commission	10	<del>City council</del> Land Use Hearing Officer	30	District court
Administrative site plan	n/a	Staff	10	Planning commission	30	District court
Preliminary subdivision plat	Staff	Planning commission	10	<del>City council</del> Land Use Hearing Officer	30	District court
Final subdivision plat	Planning commission	City council	30	District court	n/a	None
Conditional use	Staff	Planning commission	10	<del>City council</del> Land Use Hearing Officer	30	District court
Sign permit	n/a	Staff	10	Planning commission	30	District court
<del>Lot split</del>	<del>Staff</del>	<del>Planning commission</del>	<del>10</del>	<del>City council</del>	<del>30</del>	<del>District court</del>
<del>Lot line adjustment</del>	<del>Staff</del>	<del>Planning commission</del>	<del>10</del>	<del>City council</del>	<del>30</del>	<del>District court</del>
Amendment of approved subdivision plat:						

Preliminary	Staff	Planning commission	10	<del>City council</del> <u>Land Use Hearing Officer</u>	30	District court
Final	Planning commission	City council	30	District court	n/a	None
Variance	Staff	n/a	n/a	Planning commission	30	District court
Street or alley vacation	Staff	City council	30	District court	n/a	None
Annexations	Planning commission	City council	30	District court	n/a	None
Administrative approvals <sup>2</sup>	n/a	Staff	10	Planning commission	30	District court

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### 11-1-3: INTERPRETATION:

Interpretation and application of the provisions and requirements contained herein are declared to be the minimum requirements for the purposes set forth, unless otherwise specifically stated. If in the course of administration hereof, a question arises as to the meaning of any phrase, section, or chapter, the interpretation thereof shall be given by the ~~director of the community development department~~ **planning and zoning administrator** of Clearfield City and shall be construed to be the official interpretation thereof. Appeals of the ~~community development director's~~ **planning and zoning administrator's** interpretation shall be made in accordance with table 11.1 of this section and section 11-1-12 of this chapter. (Ord. 2009-17, 11-24-2009)

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### 11-1-8: VESTED RIGHTS:

A. An applicant is entitled to approval of a land use application if the application conforms to the requirements of the city's zoning map and applicable land use ordinance in effect when a complete application is submitted and all fees have been paid, unless:

1. The governing body, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or

2. In the manner provided by city ordinance and before the application is submitted, the city has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted. The process for formally initiating proceedings to amend the city's ordinances shall begin with the filing of the petition required by section 11-6-2 of this title ~~by the community development department~~.

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### 11-1-14: ANNEXATION:

D. The ~~community development department~~ **city** may establish forms and procedures for applications/petitions for annexation to the city in addition to those set forth by state law.

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### 11-1-15: DEVELOPMENT APPLICATIONS AND PROCEDURES:

A. All development and building permit applications are to be presented to the city on the applicable application form(s) provided by the ~~community development department~~ **city**.

D. An application for a required development approval, permit, or license shall be initiated by submitting the appropriate application(s) to the ~~community development department~~ **planning and zoning administrator**.

E. Upon receipt of an application, the planning and zoning administrator shall make a determination concerning its completeness. If the planning and zoning administrator determines

that the application is incomplete, he or she shall notify the applicant in writing, identifying the deficiencies of the application and advising the applicant that no action will be taken by the city until they have been corrected. If the applicant fails to correct the specified deficiencies within thirty (30) days from the date of notification by the planning and zoning administrator, the application shall be deemed withdrawn and the applicable application fees will be returned to the applicant.

F. An applicant may withdraw an application at any time prior to a final decision on the application. Application fees shall not be refundable if prior to withdrawal:

1. A review of the application by the ~~community development department~~ city has commenced; or
2. Notice of a meeting or public hearing to consider the application with the planning commission or city council has been mailed, posted or published.

#### 11-1-17: DETERMINATION FOR USES NOT LISTED AS PERMITTED OR CONDITIONAL USES:

B. Determination as to the classification of uses not specifically listed in this title shall be made by the planning and zoning administrator and shall be subject to appeal to the planning commission as set forth in section 11-1-12 of this chapter. The procedure shall be as follows:

4. The determination and all information pertaining thereto shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record ~~in the office of the community development department~~. Such use shall become a permitted or conditional use in the zone specified in the determination, and shall have the same status as a permitted or conditional use specifically named in the regulations of the zone classification. (Ord. 2009-17, 11-24-2009)

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#### 11-2-3: BUILDING PERMITS:

A. Permit Required: No building or structure shall be constructed, reconstructed, altered, remodeled, moved or demolished without a permit issued by the ~~community development department~~ city.

B. Application: Applications for building permits shall be made to the ~~community development department~~ building official. All applications shall be accompanied by plans showing information required by the ~~community development department~~ city.

C. Permits To Comply With This Title: All building permits shall be reviewed by the building official and planning and zoning administrator for compliance with this title before being issued ~~by the community development department~~. No permit shall be issued unless and until the contemplated action is in compliance with the provisions of this title. (Ord. 2009-18, 11-24-2009)

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#### 11-4-2: PROCEDURES:

B. Application: Application for a conditional use permit shall be made in writing on forms prepared by the ~~community development department~~ **planning and zoning administrator** by the property owner or ~~certified~~ **registered** agent. Upon receipt of a complete application, the planning and zoning administrator shall schedule the application for consideration by the planning commission. The planning and zoning administrator shall not place any application on the planning commission agenda until all items required by this title have been submitted or are omitted for good cause.

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#### 11-4-5: EXPIRATION OF PERMIT:

A land use authorized by a conditional use permit must commence within one year of the time the permit is issued. If the permit holder has not commenced action under the permit within this time, the permit shall expire and the holder must apply for a new permit. The planning commission may grant an extension for good cause shown. Only one extension may be granted and the maximum extension shall be for six (6) months. Applications for extension must be submitted to the ~~community development department~~ **planning and zoning administrator** in writing prior to the expiration of the original permit. The application must describe the cause for requesting the extension and be accompanied by the fee required by the city's fee schedule. A public hearing shall be held by the planning commission for any application for extension. (Ord. 2009-20, 11-24-2009)

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#### 11-5-2: PROCEDURES:

B. Application: Application for site plan review shall be made in writing by the property owner or their certified agent on forms prepared by the ~~community development department~~ **city**. The planning and zoning administrator shall review the site plan application when it is submitted to see that all information and items required by this title are included in the application. The planning and zoning administrator shall not perform an administrative site plan review, or place any site plan on the planning commission agenda until all items required have been submitted or are omitted for good cause.

C. Contents Of Plan: Applications for site plan review shall be accompanied by three (3) full size (24 inch x 36 inch) and five (5) half size (11 inch x 17 inch) paper copies of site development plans and/or architectural drawings, and one electronic copy in a format approved by the ~~community development department~~ **city**. All plans shall be drawn to a standard scale (not smaller than 1 inch = 30 feet) and stamped by a licensed landscape architect or civil engineer, and shall contain the following:

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#### 11-5-5: EXPIRATION OF APPROVAL; EXTENSION:

Failure to obtain a building permit for an approved site plan within twelve (12) months of the date of approval by the land use authority shall result in the expiration of said approval. The land use authority may grant an extension for good cause shown for up to an additional six (6) months after the original date of approval. Applications for extension must be submitted to

the ~~community development department~~ **planning and zoning administrator** in writing prior to the expiration of the original permit. The application must describe the reason for the extension, and shall be accompanied by the fee set forth in the city's fee schedule. (Ord. 2014-17, 6-24-2014, eff. 7-1-2014)

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#### 11-6-2: PETITION FOR CHANGE TO LAND USE ORDINANCE OR ZONING MAP:

B. Information And Items Required: The petition shall be submitted in writing on forms prepared by the ~~community development department~~ **city** and shall contain the following information:

1. Designation of the specific section amendment or zone change desired.
  2. The reason and justification for such change.
  3. A draft of the proposed section amendment or a complete and accurate legal description of the area proposed to be rezoned.
  4. An accurate property map showing all areas to be included in the rezoning and all properties immediately adjacent to the proposed rezone area.
  5. A list of all property owners within three hundred feet (300') of the boundaries of the property to be rezoned, according to the assessment rolls of the Davis County assessor. Stamped, addressed envelopes for each property owner shall also be submitted by the applicant. The return address shall be for the ~~community development department~~ of the city.
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#### 11-6-4: PETITION FOR CHANGE TO GENERAL PLAN OR GENERAL PLAN MAPS:

B. Information And Items Required: The petition shall be submitted in writing on forms prepared by the ~~community development department~~ **city** and shall contain the following information:

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#### 11-11D-2: PERMITTED AND CONDITIONAL USES:

A. The following buildings, structures, and uses of land shall be permitted in the M-1 manufacturing zone upon compliance with the requirements set forth in this code: (Ord. 2009-39, 11-24-2009)

Automobile repair.

Business services.

Laboratories.

Manufacturing.

Medical clinics.

Mobile food vendors.

Offices.

Parks and open space.

Personal services.

Pet grooming facilities.

Physical therapy facilities.

Public uses.

Restaurants.

Retail stores.

Warehouses. (Ord. 2009-39, 11-24-2009; amd. Ord. 2010-06, 1-26-2010; Ord. 2010-10, 6-22-2010; Ord. 2011-08, 8-23-2011)

B. The following buildings, structures, and uses of land shall be allowed in the M-1 manufacturing zone upon compliance with the requirements set forth in this code and upon obtaining a conditional use permit as specified in [chapter 4](#) of this title:

Daycare facilities.

Greenhouses.

Landscape supply yards.

~~Outdoor storage.~~

Sexually oriented businesses.

Tattoo or body piercing establishment.

Vocational and technical training facilities. (Ord. 2013-02, 2-12-2013)

C. Uses which create traffic hazards, excessive noise, dust, fumes, odors, smoke, vapor, vibration or industrial waste disposal problems for adjacent residential uses shall not be permitted. (Ord. 2009-39, 11-24-2009)

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## 11-13-12: OUTDOOR STORAGE:

"Outdoor storage" is hereby defined as the commercial storage or keeping of building materials, equipment, fuels, vehicles, goods, commodities or raw materials outside of a building or structure. **Outdoor storage shall only be permitted as an accessory use in the M-1 or C-2 zones, subordinate to a permitted use on the same lot.** In addition to requirements found elsewhere in this Code and laws of the state of Utah, all outdoor storage shall **comply with** the following **regulations**:

A. No yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be used for outdoor storage without first obtaining site plan approval for such use from the planning commission in accordance with [chapter 5](#) of this title. The storage, keeping, or parking of a vehicle on an approved parking space at a private residence shall not be considered outdoor storage. The outdoor display of goods and other merchandise for retail sale shall not be considered outdoor storage. No other area or parcel of land shall be used for such purposes except as specifically permitted herein. Outdoor storage of junk, trash, debris, or other waste materials is prohibited on any lot or parcel in the city.

B. All outdoor storage, except for agricultural products, shall be enclosed by a fence or wall at least six feet (6') in height and impervious to sight from any public street, right of way, or adjacent property. No items may be stacked higher than the fence or wall of the enclosure ~~without prior approval from the planning commission through the site plan process,~~ unless expressly exempted elsewhere in this title.

C. No materials or waste shall be deposited upon any property in such form or manner that they may be transferred off such property by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors unless put in closed containers.

D. Open storage of hay or other agricultural products shall be located not less than forty feet (40') from a public street, and fifty feet (50') from any dwelling on adjoining property; except, that any accessory building containing such products shall be located as required for all agricultural accessory buildings as provided for herein.

E. **Outdoor storage in the C-2 zone shall not exceed six feet (6') in height.** Outdoor Storage in the M-1 may exceed the height of six feet (6') **up to a maximum height of up to fifteen feet (15')** only if all adjacent properties share the same M-1 zone designation. If a railroad right of way is adjacent to the property, storage may only exceed six feet (6') upon planning commission approval. The following shall be the criteria by which the planning commission shall review the storage:

1. There shall be adequate screening to prevent any residential zones across the railroad right of way from viewing the storage.
2. The storage shall be screened to prevent a view of the storage from a commuter rail train. Screening can be accomplished by a change in grade, landscaping, or sight obscuring fences and

walls. The planning commission may impose any other conditions designed to mitigate the impact of the storage. ~~In no case may storage exceed the height of fifteen feet (15').~~

F. All areas used for outdoor storage shall be properly surfaced with an impermeable, all weather material, and shall be kept free of weeds and debris. (Ord. 2009-40, 11-24-2009)

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#### 11-14-5: PARKING AREA AND PARKING LOT REQUIREMENTS:

F. Parking Lot Islands: Landscaped parking lot islands shall be provided as follows:

1. On doubled rows of parking stalls, there shall be a forty foot (40') long by five foot (5') wide landscaped island on each end of the rows, plus a forty foot (40') long by five foot (5') wide landscaped island to be placed at a minimum of every twelve (12) parking stalls. Each island on doubled parking rows shall include a minimum of two (2) deciduous trees, having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscape islands.

2. On single rows of parking there shall be a twenty foot (20') long by five foot (5') wide landscaped island a minimum of every twelve (12) stalls. *In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than 18' in length.* Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.

#### 11-13-23 LANDSCAPING STANDARDS AND REQUIREMENTS

C. Bond Required: In order to ensure that all required landscaping is installed in an acceptable manner, the developer shall post a separate cash bond with the city recorder or establish an escrow account with an appropriate financial institution. The cash bond or escrow account shall be subject to approval by the city engineer, and shall be in an amount equal to one hundred twenty five percent (125%) of the estimated costs of construction and installation of all required landscaping, parks, playgrounds, recreation facilities, fences, walls, and other amenities shown on the final landscape plan or site plan, as applicable.

1. The bond or escrow account shall be posted or established in accordance with all other city regulations.

2. The bond or escrow account shall be posted or established prior to the issuance of **a certificate of occupancy** ~~building permits~~ for the site.

3. The bond shall be accompanied by a schedule of anticipated completion dates for such improvements. In no case shall the time period for completion exceed the time periods set forth in subsection B of this section.

4. In the event that the improvements are not completed in reasonable conformance with said schedule, the city may undertake to complete the improvements and pay for such improvements from the bond or escrow account.

5. This section shall not pertain to the completion or installation of private landscaping on individual building lots for single-family dwellings

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. POLICY SESSION  
November 24, 2015

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Scott Hodge	Public Works Director
	Mark Baird	Water Superintendent
	Dan Schuler	Storm Water/PW Inspector
	Greg Krusi	Police Chief
	Spencer Brimley	Development Services Manager
	Paden McRoberts	Planning Intern
	Eric Howes	Community Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Vern Phipps – Councilmember Elect, Bob Bercher, Nike Peterson – Councilmember Elect, Brady Jugler – Planning Commission, Emily Jugler

Mayor Shepherd called the meeting to order at 7:00 p.m.

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

Councilmember LeBaron conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE OCTOBER 27, 2015 WORK SESSION AND THE NOVEMBER 10, 2015 POLICY SESSION

**Councilmember LeBaron moved to approve the minutes from the October 27, 2015 work session and the November 10, 2015 policy session as written, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

## PRESENTATION ON THE CHILDREN'S ADAPTIVE PHYSICAL EDUCATION SOCIETY (CAPES!)

CAPES! is an organization on Weber State University's campus for children who have developmental disabilities and their parents. Through the program, these children have access to teachers and volunteers who emphasize the individual abilities of each child. The program works to help each child become more independent and provides parents of the children access to support groups and stress management facilities.

Madalyn Rooker introduced Jesse Saltzgeber and Connor Simmons to the Council. Mr. Simmons' presentation focused on success and how CAPES! helped and benefitted children with development disabilities become successful. He pointed out why the Clearfield Aquatic and Fitness Center would be a great facility to implement a CAPES! Program and encouraged the Council to consider sponsoring such a program.

Jesse Saltzgeber spoke to the value of a physical education program for children with disabilities. He encouraged the City to sponsor the program in Clearfield and shared statistics of other areas which had implemented a CAPES! Program.

Mayor Shepherd inquired how the program would be implemented. Mr. Simmons responded the Davis Campus students could be volunteer instructors and stated the City would be responsible for advertising the program.

Councilmember LeBaron mentioned in the past the Aquatic Center did have some programs directed toward participants with special needs and inquired if those programs were still available. Eric Howes, Community Services Director, responded other than the wheelchair basketball league there were currently no other special needs programs offered at the Aquatic Center.

Councilmember LeBaron inquired about operating costs associated with such a program. Mr. Simmons mentioned there was a small registration fee for participation in the program, but beyond the volunteers the only additional cost would be for the lifeguards and possibly exercise equipment designed for participants' disabilities.

Councilmember LeBaron asked Eric if the City's current employees would need any additional training. Mr. Howes didn't believe that would be needed.

Mayor Shepherd stated the Council would discuss and consider the program.

## CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF THE APPOINTMENT OF BRADY JUGLER AS A REGULAR MEMBER OF THE PLANNING COMMISSION

There was a vacancy on the Planning Commission and Brady Jugler had been serving as an alternate member on the Planning Commission. Mayor Shepherd recommended appointing him as a regular member of the Planning Commission with a term expiring February 2020.

**Councilmember LeBaron moved to approve and consent to the Mayor’s appointment of Brady Jugler from an alternate member to a regular member of the Planning Commission with a term expiring February 2020, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

APPROVAL OF ORDINANCE 2015-18 AMENDING TITLE 1, CHAPTER 7 – OFFICERS AND EMPLOYEES; REPEALING TITLE 1, CHAPTER 8, ARTICLE H – COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING TITLE 5, CHAPTER 2 – GARBAGE AND REFUSE AND TITLE 9, CHAPTER 1 – WATER AND SEWER OF THE CLEARFIELD CITY CODE

Ordinance 2015-18 addressed minor adjustments to several sections of the Clearfield City Code. It removed the Community Development Director and added Assistant City Manager to the Officers and Employees chapter, repealed the Community Development Department from the City Departments chapter, and added refuse and recyclable materials to the Garbage and Refuse chapter. The ordinance also removed “authorized representative” and added “registered agent” to the Water and Sewer chapter of the City Code.

Adam Lenhard, City Manager, explained the ordinance addressed several items in City Code and pointed out the following:

- The City had not had a Community Development Department or Director for over four years.
- The recycling component needed to be added as part of the solid waste service offered to residents.
- Change in the wording which would allow a property owner or registered agent to apply for utility service to a property

**Councilmember Young moved to approve Ordinance 2015-18 amending Title 1, Chapter 7 – Officers and Employees; repealing Title 1, Chapter 8, Article H – Community Development Department; amending Title 5, Chapter 2 – Garbage and Refuse and Title 9, Chapter 1 – Water and Sewer of the Clearfield City Code and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

## APPROVAL OF THE UPDATED WATER CONSERVATION PLAN FOR CLEARFIELD CITY

The Utah Water Conservation Plan Act (73-10-32, UCA) required each water conservancy district and public water system with more than 500 connections to submit a Water Conservation Plan to the State Division of Water Resources and to review and update the plan every five years. The City staff reviewed the current approved City Water Conservation Plan and updated the plan to reflect the current per capita water usage for the City and the management practices that the City used to promote and encourage water conservation within Clearfield City. It was required that the revised Water Conservation Plan be presented to the City Council for approval.

Scott Hodge, Public Works, reminded the Council the draft Water Conservation Plan was presented during a previous work session and explained there was one modification which needed to be added. He explained language had since been included which identified the City's water rates could be used as a water conservation component which illustrated the City's efforts to support conservation.

Councilmember LeBaron suggested the City identify where all of its water was being used. Mr. Hodge responded there were some areas in which water use was unmetered which included some City parks and facilities. Adam Lenhard, City Manager, stated staff desired to get meters in place and added the issue would be brought to the Council at the first of the year as part of the budget process.

Councilmember Benson asked if the City held water for any other city than Syracuse. Mr. Hodge explained the storage facility near the 700 South well was a joint use reservoir with Syracuse City and explained the distribution process. He pointed out Syracuse City built that water tank but stated it did benefit Clearfield City.

**Councilmember LeBaron moved to approve and adopt the Updated Water Conservation Plan as amended by staff and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

### COMMUNICATION ITEMS

#### ***Mayor Shepherd***

1. Informed the Council that he had the opportunity to serve a Thanksgiving lunch for the Airmen at HAFB. He mentioned it had been a great opportunity.
2. Expressed a Happy Thanksgiving to those in attendance.

***Councilmember Benson*** – nothing

#### ***Councilmember Bush***

1. Stated he had attended the Veterans Day Ceremony at the American Legion on Wednesday, November 11, 2015.
2. Mentioned he had attended the Buy Local meeting.

3. Announced the Parks & Recreation Commission would be touring the City to judge the Holiday Lighting contest on Wednesday, December 16, 2015. He stated nominations could be made to the Community Services Department.
4. Informed the Council that the Kiwanis Club was participating in Coats for Kids, (coat drive) again this year and would be accepting coats and/or donation.

***Councilmember Jones*** – Expressed a Happy Thanksgiving.

***Councilmember LeBaron***

1. Mentioned the American Legion's Veterans Day Celebration and complimented them for their efforts in honoring veterans.
2. Expressed a Happy and Safe Thanksgiving.

***Councilmember Young*** – Wished everyone a Happy Thanksgiving.

***Adam Lenhard, City Manager***

1. Announced the 2016 Kick-off meeting was scheduled for Friday, January 29, 2015.
2. Informed the Council that City offices would be closed Thursday, November 26, 2015 and Friday, November 27, 2015 for the Thanksgiving Holiday.

**STAFFS' REPORTS**

***Nancy Dean, City Recorder*** – Reviewed the Council's calendar:

- Tuesday, December 1, 2015 6:00 p.m. work session
- Tuesday, December 8, 2015 regular policy session
- Possible special session on Tuesday, December 15, 2015
- The City's Christmas Party was scheduled for Friday, December 11, 2015 at the Davis Conference Center. She stated the \$15 fee and food selection would need to be taken care of in the City's Utility Department.

There being no further business to come before the Council, **Councilmember Young moved to adjourn at 7:36 p.m., seconded by Councilmember Bush. Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.**

CLEARFIELD CITY COUNCIL MEETING MINUTES  
6:00 P.M. WORK SESSION  
December 1, 2015

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Scott Hodge	Public Works Director
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Summer Palmer	Human Resource Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Victoria McGrath – McGrath Group, Lisa Eickholt – McGrath Group, Nike Peterson – Councilmember Elect, Vern Phipps – Councilmember Elect

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

DISCUSSION ON THE EMPLOYEE COMPENSATION PLAN

Dr. Victoria McGrath from the McGrath Group introduced herself and Lisa Eickholt to the Council. She shared a brief overview and history of the McGrath Group. She reviewed the methodology which would be used during the Employee Compensation Plan Study and pointed out her current visit was to gain an understanding of the City's departments and structure. She stated Summer Palmer, Human Resource Manager, had provided her with significant data which would be used in conjunction with position questionnaires to evaluate the City's current structure from an internal perspective. She mentioned years of experience and education would be included as part of the evaluation process which would result in a point system. She stated the point system would be used to group positions of similar points which would be coupled with external market data from previous comparisons provided by Ms. Palmer. She emphasized both salary information and benefit information would be solicited and studied.

Ms. McGrath stated there would be a follow up visit to the City sometime in February in which the results of the external market data would be compiled and presented to small employee groups and the compensation committee. She emphasized at that time discussions would take

place regarding the type of compensation structure the City would like to implement moving forward. She reported the McGrath Group would design a compensation program to specifically meet the needs of the City based upon that direction.

Ms. McGrath explained there would be a third visit to the City to review the structure with each department and a final presentation would be shared with the City Council for its consideration. She emphasized her staff would take a lot of time up front ensuring its accuracy. She explained the appeal process which would be available to the employees. She answered questions from the Council and emphasized McGrath would be building a system which would be fiscally sustainable.

The meeting adjourned at 6:27 p.m.

DRAFT

# CLEARFIELD CITY ORDINANCE 2015-19

## AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

**PREAMBLE:** This Ordinance amends Title 11 of the Clearfield City Code by amending Chapters 1, 2, 4, 5, 6, 11, 13 and 14 of said title regarding the Appeal Authority and outdoor storage as well a few minor amendments.

**BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:**

### **Section 1. Enactment:**

*Title 11, Chapter 1, Section 3, Interpretations, is hereby amended to include the following:*

11-1-3: INTERPRETATION:

Interpretation and application of the provisions and requirements contained herein are declared to be the minimum requirements for the purposes set forth, unless otherwise specifically stated. If in the course of administration hereof, a question arises as to the meaning of any phrase, section, or chapter, the interpretation thereof shall be given by the planning and zoning administrator of Clearfield City and shall be construed to be the official interpretation thereof. Appeals of the planning and zoning administrator's interpretation shall be made in accordance with table 11.1 of this section and section 11-1-12 of this chapter.

(see following page)

Land Use Application	Land Use Authority		Appeal Authority			
	Advisory Body	Authority	First Appeal		Second Appeal	
			Days To Appeal <sup>3</sup>	Body	Days To Appeal <sup>3</sup>	Body
General plan or map amendment	Planning commission	City council	30	District court	n/a	None
Land use ordinance or map amendment	Planning commission	City council	30	District court	n/a	None
Subdivision ordinance or amendment	Planning commission	City council	30	District court	n/a	None
Development agreement	Planning commission	City council	30	District court	n/a	None
Project concept plan <sup>1</sup>	Staff	Planning commission	n/a	None	n/a	None
Site plan	Staff	Planning commission	10	Land Use Hearing Officer	30	District court
Administrative site plan	n/a	Staff	10	Planning commission	30	District court
Preliminary subdivision plat	Staff	Planning commission	10	Land Use Hearing Officer	30	District court
Final subdivision plat	Planning commission	City council	30	District court	n/a	None
Conditional use	Staff	Planning commission	10	Land Use Hearing Officer	30	District court
Sign permit	n/a	Staff	10	Planning commission	30	District court
Lot split	Staff	Planning commission	10	City council	30	District court

Lot line adjustment	Staff	Planning commission	10	City council	30	District court
Amendment of approved subdivision plat:						
Preliminary	Staff	Planning commission	10	Land Use Hearing Officer	30	District court
Final	Planning commission	City council	30	District court	n/a	None
Variance	Staff	n/a	n/a	Planning commission	30	District court
Street or alley vacation	Staff	City council	30	District court	n/a	None
Annexations	Planning commission	City council	30	District court	n/a	None
Administrative approvals <sup>2</sup>	n/a	Staff	10	Planning commission	30	District court

Any appeal of a city council decision shall be to the district court.

In such cases where the appellant may choose either the land use hearing officer or district court as the appeal body, the appeal must be filed in 10 days if to the council, and 30 days if to the district court.

Notes:

1. Optional application, no decision rendered.
2. Administrative approvals include interpretations of the land use ordinance, etc.
3. Calendar days from the time of written notification by the city of formal action on the application, or approval of the minutes of the meeting in which the action was taken, whichever occurs first.

*Title 11, Chapter 1, Section 8, Paragraph A, Vested Rights, of the Clearfield City Code is hereby amended to read as follows:*

11-1-8: VESTED RIGHTS

A. An applicant is entitled to approval of a land use application if the application conforms to the requirements of the city's zoning map and applicable land use ordinance in effect when a complete application is submitted and all fees have been paid, unless:

1. The governing body, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or

2. In the manner provided by city ordinance and before the application is submitted, the city has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted. The process for formally initiating proceedings to amend the city's ordinances shall begin with the filing of the petition required by section 11-6-2 of this title.

*Title 11, Chapter 1, Section 14, Paragraph D, Annexation, of the Clearfield City Code is hereby amended to read as follows:*

11-1-14: ANNEXATION:

D. The city may establish forms and procedures for applications/petitions for annexation to the city in addition to those set forth by state law.

*Title 11, Chapter 1, Section 15, Paragraph A, Development Applications and Procedures, of the Clearfield City Code is hereby amended to read as follows:*

11-1-15: DEVELOPMENT APPLICATIONS AND PROCEDURES:

A. All development and building permit applications are to be presented to the city on the applicable application form(s) provided by the city.

*Title 11, Chapter 1, Section 15, Paragraph D, Development Applications and Procedures, of the Clearfield City Code is hereby amended to read as follows:*

11-1-15: DEVELOPMENT APPLICATIONS AND PROCEDURES:

D. An application for a required development approval, permit, or license shall be initiated by submitting the appropriate application(s) to the planning and zoning administrator.

*Title 11, Chapter 1, Section 15, Paragraph F, Development Applications and Procedures, of the Clearfield City Code is hereby amended to read as follows:*

#### 11-1-15: DEVELOPMENT APPLICATIONS AND PROCEDURES:

F. An applicant may withdraw an application at any time prior to a final decision on the application. Application fees shall not be refundable if prior to withdrawal:

1. A review of the application by the city has commenced; or
2. Notice of a meeting or public hearing to consider the application with the planning commission or city council has been mailed, posted or published.

*Title 11, Chapter 1, Section 17, Paragraph B, Subparagraph 4, Determination for Uses not Listed as Permitted or Conditional Uses, of the Clearfield City Code is hereby amended to read as follows:*

#### 11-1-17: DETERMINATION FOR USES NOT LISTED AS PERMITTED OR CONDITIONAL USES:

4. The determination and all information pertaining thereto shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record. Such use shall become a permitted or conditional use in the zone specified in the determination, and shall have the same status as a permitted or conditional use specifically named in the regulations of the zone classification.

*Title 11, Chapter 2, Section 3, Building Permits, of the Clearfield City Code is hereby amended to read as follows:*

#### 11-2-3: BUILDING PERMITS:

A. Permit Required: No building or structure shall be constructed, reconstructed, altered, remodeled, moved or demolished without a permit issued by the city.

B. Application: Applications for building permits shall be made to the building official. All applications shall be accompanied by plans showing information required by the city.

C. Permits To Comply With This Title: All building permits shall be reviewed by the building official and planning and zoning administrator for compliance with this title before being issued. No permit shall be issued unless and until the contemplated action is in compliance with the provisions of this title.

*Title 11, Chapter 4, Section 2, Procedures, of the Clearfield City Code is hereby amended to read as follows:*

11-4-2: PROCEDURES:

B. Application: Application for a conditional use permit shall be made in writing on forms prepared by the planning and zoning administrator by the property owner or registered agent. Upon receipt of a complete application, the planning and zoning administrator shall schedule the application for consideration by the planning commission. The planning and zoning administrator shall not place any application on the planning commission agenda until all items required by this title have been submitted or are omitted for good cause.

*Title 11, Chapter 4, Section 5, Expiration of Permit, of the Clearfield City Code is hereby amended to read as follows:*

11-4-5: EXPIRATION OF PERMIT:

A land use authorized by a conditional use permit must commence within one year of the time the permit is issued. If the permit holder has not commenced action under the permit within this time, the permit shall expire and the holder must apply for a new permit. The planning commission may grant an extension for good cause shown. Only one extension may be granted and the maximum extension shall be for six (6) months. Applications for extension must be submitted to the planning and zoning administrator in writing prior to the expiration of the original permit. The application must describe the cause for requesting the extension and be accompanied by the fee required by the city's fee schedule. A public hearing shall be held by the planning commission for any application for extension.

*Title 11, Chapter 5, Section 2, Paragraph B, Procedures, of the Clearfield City Code is hereby amended to read as follows:*

11-5-2: PROCEDURES:

B. Application: Application for site plan review shall be made in writing by the property owner or their certified agent on forms prepared by the city. The planning and zoning administrator shall review the site plan application when it is submitted to see that all information and items required by this title are included in the application. The planning and zoning administrator shall not perform an administrative site plan review, or place any site plan on the planning commission agenda until all items required have been submitted or are omitted for good cause.

*Title 11, Chapter 5, Section 2, Paragraph C, Procedures, of the Clearfield City Code is hereby amended to read as follows:*

11-5-2: PROCEDURES:

C. Contents Of Plan: Applications for site plan review shall be accompanied by three (3) full size (24 inch x 36 inch) and five (5) half size (11 inch x 17 inch) paper copies of site development

plans and/or architectural drawings, and one electronic copy in a format approved by the city. All plans shall be drawn to a standard scale (not smaller than 1 inch = 30 feet) and stamped by a licensed landscape architect or civil engineer, and shall contain the following:

1. The building lot and dimensions.
2. Existing building locations.
3. Proposed building locations.
4. Existing trees and shrubbery.
5. Proposed landscaping and fencing.
6. Vehicular and pedestrian access and circulation.
7. Off street parking facilities.
8. Location and width of abutting streets.
9. Existing and proposed utilities.
10. Architectural drawings at a scale no smaller than one-eighth inch equals one foot ( $\frac{1}{8}'' = 1'$ ), sketches or perspectives of exterior elevations, structures, signs and indication of types of materials to be used. Said elevations or renderings must be sufficiently complete to show building heights and rooflines, exterior finish materials, the location and height of any walls, signs, light standards, openings in the facade, and the general architectural character of the building.
11. A full description of the proposed development with respect to type of use, density, height, construction, square footage, and unusual utility demands (including water needs).
12. Vicinity map and north arrow.
13. Location of existing and proposed streetlights (including style and height).
14. The following statistical information shall also be provided:
  - a. Gross acreage of total project and acreage of phases (if applicable).
  - b. Square footage of all individual buildings (with square feet of intended uses in each building).
  - c. Building coverage (percent of overall site).
  - d. Number of parking spaces required (with ratios).

- e. Number of parking spaces provided.
- f. Open space (percent of overall site).
- g. Current zoning of property.
- h. Type of construction.

15. Two (2) copies of a preliminary grading and drainage plan (stamped by a licensed engineer) showing existing and proposed contours at two foot (2') intervals. The existing contours shall extend a minimum of twenty five feet (25') beyond the property line. The plan shall also include any watercourse, storm drain pipe sizes, slopes and elevations, floodplains, unique natural features, natural hazards, proposed building finished floor elevation, etc.

16. Any other information deemed necessary by the city.

*Title 11, Chapter 5, Section 5, Expiration of Approval; Extension, of the Clearfield City Code is hereby amended to read as follows:*

**11-5-5: EXPIRATION OF APPROVAL; EXTENSION:**

Failure to obtain a building permit for an approved site plan within twelve (12) months of the date of approval by the land use authority shall result in the expiration of said approval. The land use authority may grant an extension for good cause shown for up to an additional six (6) months after the original date of approval. Applications for extension must be submitted to the planning and zoning administrator in writing prior to the expiration of the original permit. The application must describe the reason for the extension, and shall be accompanied by the fee set forth in the city's fee schedule.

*Title 11, Chapter 6, Section 2, Paragraph B, Petition for Change to Land Use Ordinance or Zoning Map, of the Clearfield City Code is hereby amended to read as follows:*

**11-6-2: PETITION FOR CHANGE TO LAND USE ORDINANCE OR ZONING MAP:**

**B. Information And Items Required:** The petition shall be submitted in writing on forms prepared by the city and shall contain the following information:

1. Designation of the specific section amendment or zone change desired.
2. The reason and justification for such change.
3. A draft of the proposed section amendment or a complete and accurate legal description of the area proposed to be rezoned.
4. An accurate property map showing all areas to be included in the rezoning and all properties immediately adjacent to the proposed rezone area.

5. A list of all property owners within three hundred feet (300') of the boundaries of the property to be rezoned, according to the assessment rolls of the Davis County assessor. Stamped, addressed envelopes for each property owner shall also be submitted by the applicant. The return address shall be for the city.

*Title 11, Chapter 6, Section 4, Paragraph B, Petition for Change to General Plan or General Plan Maps, of the Clearfield City Code is hereby amended to read as follows:*

11-6-4: PETITION FOR CHANGE TO GENERAL PLAN OR GENERAL PLAN MAPS:

B. Information And Items Required: The petition shall be submitted in writing on forms prepared by the city and shall contain the following information:

1. Designation of the specific text or map amendment desired.
2. The reason and justification for such change.
3. A draft of the proposed text or map amendment.
4. An accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area.

*Title 11, Chapter 11, Article D, Section 2, Permitted and Conditional Uses, of the Clearfield City Code is hereby amended to read as follows:*

A. The following buildings, structures, and uses of land shall be permitted in the M-1 manufacturing zone upon compliance with the requirements set forth in this code:

Automobile repair.

Business services.

Laboratories.

Manufacturing.

Medical clinics.

Mobile food vendors.

Offices.

Parks and open space.

Personal services.

Pet grooming facilities.

Physical therapy facilities.

Public uses.

Restaurants.

Retail stores.

Warehouses.

B. The following buildings, structures, and uses of land shall be allowed in the M-1 manufacturing zone upon compliance with the requirements set forth in this code and upon obtaining a conditional use permit as specified in [chapter 4](#) of this title:

Daycare facilities.

Greenhouses.

Landscape supply yards.

Outdoor storage.

Sexually oriented businesses.

Tattoo or body piercing establishment.

Vocational and technical training facilities.

C. Uses which create traffic hazards, excessive noise, dust, fumes, odors, smoke, vapor, vibration or industrial waste disposal problems for adjacent residential uses shall not be permitted

*Title 11, Chapter 13, Section 12, Outdoor Storage, of the Clearfield City Code is hereby amended to read as follows:*

11-13-12: OUTDOOR STORAGE:

"Outdoor storage" is hereby defined as the commercial storage or keeping of building materials, equipment, fuels, vehicles, goods, commodities or raw materials outside of a building or structure. Outdoor storage shall only be permitted as an accessory use in the M-1 or C-2 zones, subordinate to a permitted use on the same lot. In addition to requirements found elsewhere in this Code and laws of the state of Utah, all outdoor storage shall comply with the following regulations:

A. No yard or other open space around an existing building, or which is hereafter provided around any building for the purpose of complying with the provisions of this title, shall be used for outdoor storage without first obtaining site plan approval for such use from the planning commission in accordance with [chapter 5](#) of this title. The storage, keeping, or parking of a vehicle on an approved parking space at a private residence shall not be considered outdoor storage. The outdoor display of goods and other merchandise for retail sale shall not be considered outdoor storage. No other area or parcel of land shall be used for such purposes except as specifically permitted herein. Outdoor storage of junk, trash, debris, or other waste materials is prohibited on any lot or parcel in the city.

B. All outdoor storage, except for agricultural products, shall be enclosed by a fence or wall at least six feet (6') in height and impervious to sight from any public street, right of way, or adjacent property. No items may be stacked higher than the fence or wall of the enclosure, unless expressly exempted elsewhere in this title.

C. No materials or waste shall be deposited upon any property in such form or manner that they may be transferred off such property by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors unless put in closed containers.

D. Open storage of hay or other agricultural products shall be located not less than forty feet (40') from a public street, and fifty feet (50') from any dwelling on adjoining property; except, that any accessory building containing such products shall be located as required for all agricultural accessory buildings as provided for herein.

E. Outdoor storage in the C-2 zone shall not exceed six feet (6') in height. Outdoor Storage in the M-1 may exceed the height of six feet (6') up to a maximum height of up to fifteen feet (15') only if all adjacent properties share the same M-1 zone designation. If a railroad right of way is adjacent to the property, storage may only exceed six feet (6') upon planning commission approval. The following shall be the criteria by which the planning commission shall review the storage:

1. There shall be adequate screening to prevent any residential zones across the railroad right of way from viewing the storage.

2. The storage shall be screened to prevent a view of the storage from a commuter rail train. Screening can be accomplished by a change in grade, landscaping, or sight obscuring fences and walls. The planning commission may impose any other conditions designed to mitigate the impact of the storage.

F. All areas used for outdoor storage shall be properly surfaced with an impermeable, all weather material, and shall be kept free of weeds and debris.

*Title 11, Chapter 13, Section 23, Paragraph C, Landscaping Standards and Requirements, of the Clearfield City Code is hereby amended to read as follows:*

#### 11-13-23 LANDSCAPING STANDARDS AND REQUIREMENTS

C. Bond Required: In order to ensure that all required landscaping is installed in an acceptable manner, the developer shall post a separate cash bond with the city recorder or establish an escrow account with an appropriate financial institution. The cash bond or escrow account shall be subject to approval by the city engineer, and shall be in an amount equal to one hundred twenty five percent (125%) of the estimated costs of construction and installation of all required landscaping, parks, playgrounds, recreation facilities, fences, walls, and other amenities shown on the final landscape plan or site plan, as applicable.

1. The bond or escrow account shall be posted or established in accordance with all other city regulations.
2. The bond or escrow account shall be posted or established prior to the issuance of a certificate of occupancy for the site.
3. The bond shall be accompanied by a schedule of anticipated completion dates for such improvements. In no case shall the time period for completion exceed the time periods set forth in subsection B of this section.
4. In the event that the improvements are not completed in reasonable conformance with said schedule, the city may undertake to complete the improvements and pay for such improvements from the bond or escrow account.
5. This section shall not pertain to the completion or installation of private landscaping on individual building lots for single-family dwellings.

*Title 11, Chapter 14, Section 5, Paragraph F, Subparagraph 2, Parking Area and Parking Lot Requirements, of the Clearfield City Code is hereby amended to read as follows:*

F. Parking Lot Islands: Landscaped parking lot islands shall be provided as follows:

#### 11-14-5: PARKING AREA AND PARKING LOT REQUIREMENTS:

2. On single rows of parking there shall be a twenty foot (20') long by five foot (5') wide landscaped island a minimum of every twelve (12) stalls. In situations where the parking stall allows a portion of the vehicle to extend over landscaping ("nose over landscaping"), the island planter may be allowed to be no less than 18' in length. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of two inches (2") in caliper measured eight inches (8") above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands.

**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 passage and posting.

Passed and adopted by the Clearfield City Council this 8<sup>th</sup> day of December, 2015.

CLEARFIELD CITY CORPORATION

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Mark R. Shepherd, Mayor

ATTEST:

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# Staff Report



To: Mayor Shepherd and City Council Members  
From: JJ Allen, Assistant City Manager  
Date: December 2, 2015  
Re: West Square Development Agreement

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**I. RECOMMENDED ACTION**

Approve the West Square Development Agreement with Ironwood Development Group, L.C., and authorize the Mayor’s signature to any necessary documents.

**II. DESCRIPTION / BACKGROUND**

The West Square Subdivision, a 141-unit apartment complex on 8.82 acres located at 850 South 490 East, received land use approval earlier this year. This Development Agreement is one of the final items needed prior to construction of the project.

Highlights of the Agreement are as follows:

- The project will include one-, two-, and three-bedroom apartment units with no less than 700 square feet.
- Exterior finishes will be a combination of architectural metal, brick, stucco, LP Smartside, rock, or masonry, with elevations as approved in the site plan (attached).
- 25% of the property shall remain as open space (see site plan).
- Developer shall install various public improvements, including:
  - Depot Street extension and waterline (subject to reimbursement from benefited properties, via a separate reimbursement agreement).
  - Off-site sewer and storm drain improvements on the Gunderson property, west of Depot Street (to be reimbursed by the City).
  - A storm drain crossing the property, connecting Depot Street to 550 East (reimbursed by City).
  - A storm drain and detention basin for water generated off-site from properties to the north and east of the property (reimbursed by City).

- Developer shall purchase the City's surplus property east of Depot Street (sale already approved by the City Council earlier this year).

### **III. IMPACT**

#### **a. Fiscal**

The City's General Fund will receive \$10,000 from the sale of the surplus property. However, the improvements that will be paid for by the City amount to approximately \$293,000 (the numbers in Exhibit C are still being fine-tuned). Those costs would be paid from the respective enterprise funds, likely from impact fees. If the improvements are complete and the City is invoiced prior to the end of the fiscal year, the FY16 budget would need to be amended accordingly.

It should also be noted that the development will be required to pay impact fees. With 141 units, and given the impervious surface and size of the water and sewer connections, the impact fees on this project will be a considerable sum of money.

Of course, the development will create new value, which will increase the City's property tax base. Because the West Square property is within the boundaries of RDA #9, the CDRA will capture the tax increment for the next several years.

#### **b. Operations / Service Delivery**

The public improvements associated with this project will be a great benefit to Clearfield. The Depot Street extension has been on the master streets plan for many years, and this project will accomplish a big chunk of it. Sewer and stormwater issues will also be addressed, improving the functionality of those systems.

### **IV. SCHEDULE / TIME CONSTRAINTS**

The Developer is planning to begin site work within the next couple of months. We expect that this project will move forward quickly.

### **V. LIST OF ATTACHMENTS**

- West Square Development Agreement (with attachments)
- West Square Site Plan and elevations

DEVELOPMENT AGREEMENT  
*for*  
WEST SQUARE SUBDIVISION  
*between*  
CLEARFIELD CITY CORPORATION  
*and*  
IRONWOOD DEVELOPMENT GROUP, L.C.

THIS AGREEMENT is entered into this \_\_\_\_ day of December 2015, by and between Clearfield City Corporation (the “City”), a Utah Municipal Corporation, and IRONWOOD DEVELOPMENT GROUP, L.C. (“Developer”).

**RECITALS**

- A. Developer intends to develop certain property situated in Clearfield City, Davis County, Utah, located at approximately 850 South 490 East, Clearfield, Utah more particularly described in the parcel description labeled Exhibit “A” attached hereto and referred to herein as the “Property.”
- B. Developer either owns or has a contractual right to purchase the Property.
- C. The City has authorized the negotiation and adoption of development agreements under appropriate circumstances in order to help address the impacts of development on the community, to resolve issues relative to a particular development, to protect both public and private property rights, and to promote the health, safety and welfare of the community.
- D. Developer is willing to develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City’s General Plan, Land-Use Ordinance and other development regulations and more specific planning issues associated with the Property as more fully set forth below.
- E. This Agreement is intended to set forth the agreement between the Developer and the City regarding the development of the Property and place upon the Developer the conditions set forth herein.
- F. Developer has indicated a desire to voluntarily enter into and be bound by this Agreement.
- G. The Developer desires to develop the Property according to the West Square Subdivision Plat and Improvement Drawings dated September 11, 2015 as well as incorporating any changes thereto as set forth in the approved final subdivision plat to be recorded with the Davis County Recorder’s Office, which documents are attached hereto as Exhibit “B” (the “Plat”).

- H. On August 25, 2015, the City approved the Plat submitted by the Developer for the development of the Property.
- I. Developer and City are entering into this Development Agreement as part of the subdivision approval process for the development of the Property.
- J. The City, acting pursuant to its authority under Title 10, Chapter 9a of the Utah Code and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Property, and in the exercise of its legislative discretion has elected to approve this Agreement.

#### AGREEMENT

The foregoing Recitals are hereby incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

#### **I. Development of the Property.**

A. Developer hereby agrees to construct and to install all improvements described in the Plat. The Plat is an integral part of this Agreement and the City's approval of such is conditioned upon the Property being developed in accordance therewith and as stated in this Agreement. In the event that Developer does not complete such improvements according to the specific plans set forth in the Plat as well as in this Agreement, the City shall have the right to cause such work to be done as is necessary to complete the installation of the improvements specified in the Plat and Developer shall be liable for the cost of such additional work.

In addition, this development requires the installation of sanitary sewer and storm sewer lines on that certain parcel of real property located west of the Property and owned by Joyce Gunderson (Tax Parcel No. 12-066-0133) (the "Gunderson Property"). The Developer shall be responsible for installing those lines, as described and with the cost estimates shown in Exhibit "C" ("City Reimbursements"), in accordance with the City's standards, and at the City's sole cost and expense.

**Commented [JA1]:** This exhibit currently being reviewed by Public Works and Engineering.

No building permits shall be issued for construction in the subdivision until the City has approved the final Subdivision Plat and the final Site Plan and the Plat has been recorded against the Property along with this Agreement.

- B. Housing units within the development of the Property shall be one-, two-, and three-bedroom apartment units.
- C. Residential units shall have at least 700 square feet of finished floor area above grade. No slab on grade construction without footings is allowed.
- D. Each main building on the Property shall have the setbacks, front yards, back yards and side yards as shown on the approved Final Site Plan.
- E. All exterior finishes must include a combination of architectural metal, brick, stucco, LP Smartside (or substantially similar product), rock, or masonry. Each building shall have front elevations which include at least thirty percent (30%) architectural metal, thirty percent (30%) stucco and three percent (3%) stone. Side and rear elevations for each building must include thirty percent (30%) architectural metal, thirty percent (30%) stucco and five percent (5%) stone.
- F. Developer shall construct residential units on the Property in substantial conformance with the plans and elevations presented to the City during the approval process which elevations shall be kept on file in the records of Clearfield City.
- G. Developer agrees to provide at least twenty-five percent (25%) of the newly developed Property to remain as open space. Developer shall construct, install, and pay for all improvements related to the open space and it shall have shrubs, trees and grass covering that shall be mowed, watered and maintained by the owner(s) of the Property.
- H. The Developer shall record this Agreement as covenants running with the lots and land in the Development and indicate on the approved Final Subdivision Plat the existence of this Agreement and the recording data therefore.
- I. The Parties shall, in connection with this Development Agreement, execute that certain Reimbursement Agreement for Project Improvements (the "Reimbursement Agreement"), by which the City shall collect from the owners and developers of the Benefited Properties (as defined in the Reimbursement Agreement) a payment, to be collected at the time of development of the property owned by the Benefited Parties pursuant to the terms of the Reimbursement Agreement. All such amounts shall be distributed to Developer as reimbursement for costs incurred in making the improvements described in the Reimbursement Agreement. The Reimbursement Agreement shall be in substantially similar form to that attached hereto as Exhibit "D".
- K. It is further agreed and understood that the Developer shall be given approval by the city to construct not more than 141 residential units on the Property, as set forth in Exhibit "B", once the Plat and this fully executed Agreement have been recorded at the Davis County Recorder's Office, and building permits have been approved and paid for.

L. The Developer must comply with the City's requirements for guaranteeing the installation and warranty of all subdivision improvements, including landscaping, pursuant to the City's subdivision ordinance and all other applicable laws.

M. City Reimbursements. City shall reimburse Developer 100% of Developer's actual costs incurred for making the following improvements, as estimated in Exhibit "C." City shall not reimburse Developer for costs beyond those estimated in Exhibit "C" unless City separately agrees to do so in writing.

1. Sanitary sewer and storm drain running through the Gunderson Property;

2. Storm drain running through the Property from 550 East, including any corresponding incremental costs, if any (including, without limitation, the upsizing of the Depot Street storm drain and/or shifting the high point of Depot Street), together with any expense incurred by Developer in modifying the parking lot (including the modification of elevations) as a result of such storm drain.

3. Storm drain and detention basin collecting storm water generated off-site from properties to the north and east of the Property (Hamblin Park, Meadows Condominiums, Meadows Townhomes, etc.).

N. Purchase of Surplus Property. For the purchase price of \$10,000, Developer shall purchase from the City that certain surplus real property owned by the City and located west and adjacent to the Property (the "Surplus Property"). The Surplus Property is described in Exhibit "E", attached hereto and incorporated herein.

## **II. Conditions Precedent.**

The terms and conditions set forth in this Agreement shall not take effect unless and until the Clearfield City Council has officially approved this Agreement and authorized the Mayor's signature hereto, the Agreement has been fully executed by all parties, and has been recorded against the Property.

## **III. Preliminary and Final Subdivision Plat Approval.**

A. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all of the applicable requirements for the approval of preliminary and final subdivision plats for all proposed development on the Property which are consistent with the City's existing land use regulations, development standards and the terms of this Agreement.

B. Pursuant to the City's subdivision ordinance, following approval of the final subdivision plat by the City Council, but before approval from the City Attorney or recording of the final plat with the Davis County Recorder's Office, the City will verify

that proper assurances (escrow account and agreement, and/or surety bond) are in place to guarantee the satisfactory installation and warranty of the subdivision improvements.

#### **IV. Other Terms and Conditions.**

A. Agreement to Run With the Land. This Agreement shall be recorded against the Property in the Office of the Davis County Recorder and is intended to and shall be deemed to run with the land, and shall be binding upon all successors and assigns of the Developer in the ownership or development of any portion of the Property.

B. Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest.

C. Waiver. The failure of either party at any time to require a performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself or any other provision.

D. Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.

E. Integration Clause. This Document and those incorporated by reference constitute the entire agreement between the Parties and may not be amended except in writing signed by the Parties.

F. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

G. Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

H. Attorneys' Fees. In the event of any action or suit by a party against the other party for any reason of any breach of any of the covenants, conditions, agreements, provisions on the part of the other part arising out of the Agreement, the prevailing party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorneys' fees.

I. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Second Judicial District Court, Farmington Department, State of Utah.

J. Remedies for Breach. In addition to any other remedies allowed under law or equity, the parties shall specifically be entitled to specific performance of the terms and conditions under this Agreement.

K. Successors and Assigns of the Parties. This Agreement shall be binding upon the parties and their successors and assigns, and where the term “Developer”, “Party” or “Parties” is used in this Agreement it shall mean and include the successors and assigns of Developer. In addition, Developer may only assign the rights to develop a part or all of the Property to a third party pursuant to the terms of this Agreement if the City provides prior written consent to said assignment, and provided that such third party agrees in writing to be bound by the terms of this Agreement and that such written agreement to be bound has been provided to the City.

L. Headings. The paragraph headings of this Agreement are for the purposes of performance only and shall not limit or define the provisions of this Agreement or any of said provisions.

M. Severability or Partial Validity. If any term, covenant, paragraph, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such remaining term, covenant, or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

N. Warranty of Authority. Each party signing or executing this Agreement warrants that they have full authority to sign this Agreement and by signing said Agreement do bind the parties thereto.

O. Warranty Inspections. The Developer agrees to reimburse the City or pay directly to the City's engineer any costs associated with the intermediate and final warranty inspections that are required prior to acceptance of the subdivision improvements by the City.

P. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.

Q. Notices. All notices required or permitted under this Agreement shall be given in writing by certified mail or express courier delivery, at the following addresses:

If to the City:                    Clearfield City Corporation  
   Attn: City Manager  
   55 S. State St., 3<sup>rd</sup> Fl.  
   Clearfield, UT 84015

With a copy to: Clearfield City Attorney  
55 S. State St., Suite 333  
Clearfield, UT 84015

If to the Developer: Ironwood Development Group, L.C.  
50 E. 2500 N. Suite 101  
North Logan, UT 84341

IN WITNESS WHEREOF, the Developer and Clearfield City have executed this Agreement effective as of the date first above written.

CLEARFIELD CITY CORPORATION,  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Mark R. Shepherd, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy R. Dean, City Recorder

IRONWOOD DEVELOPMENT  
GROUP, L.C., a Utah limited  
Liability company

By: \_\_\_\_\_  
Jeff Jackson, Manager

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH    )  
                          §  
COUNTY OF CACHE)

On the \_\_\_\_\_day of December 2015 personally appeared before me, Jeff Jackson as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of Ironwood Development Group, L.C. to execute the same, and did so on behalf of the Limited Liability Company.

\_\_\_\_\_  
NOTARY PUBLIC

Residing: \_\_\_\_\_

STATE OF UTAH    )  
                          §  
COUNTY OF DAVIS)

On \_\_\_\_\_ of \_\_\_\_\_, 2015 personally appeared before me, Mark R. Shepherd and Nancy R. Dean, who being by me duly sworn did say, that they are the Mayor and City Recorder of Clearfield City Corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of the City Council and the said, Mark R. Shepherd and Nancy R. Dean, acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing:

EXHIBIT "A"

PROPERTY

Davis County Tax Parcels No. 12-066-0089, 12-066-0090, 12-066-0115, 12-067-0023,  
12-067-0159, 12-066-0120, 12-066-0121

**Commented [JA2]:** Need legal description(s), not just Tax ID numbers.

EXHIBIT "B"  
PLAT  
[SEE ATTACHED]

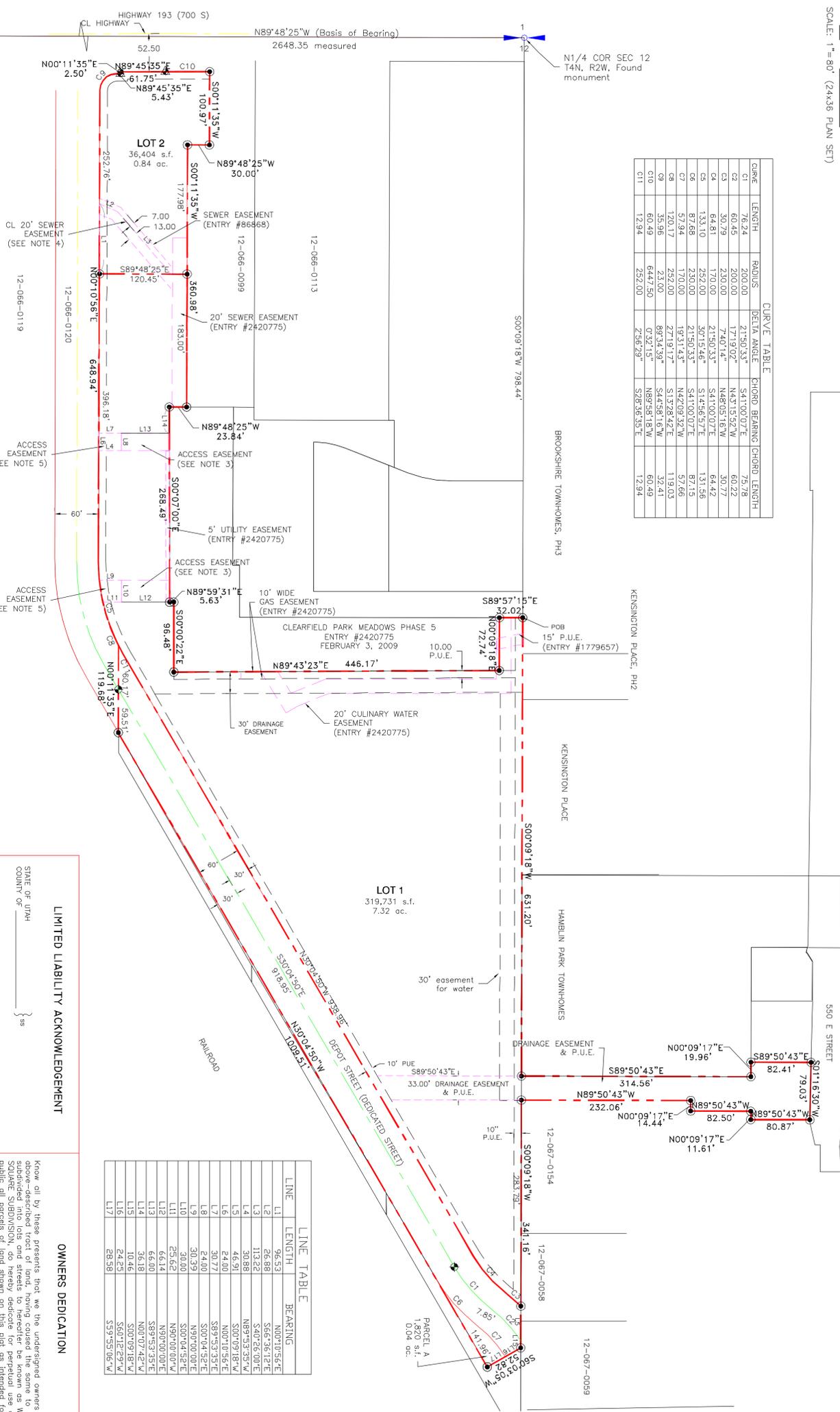
SCALE: 1" = 80' (24x36 PLAN SET)



**WEST SQUARE SUBDIVISION**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,  
 RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH  
 SEPTEMBER 2015

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.24	200.00	47.30°33"	S41°00'52"E	75.78
C2	60.45	200.00	47.30°33"	N48°05'16"W	60.22
C3	30.29	200.00	74.01°42"	N48°05'16"W	30.72
C4	64.81	170.00	21°50'33"	S43°00'07"E	64.42
C5	133.10	252.00	30°15'46"	S14°56'57"E	131.56
C6	87.88	230.00	30°15'46"	S43°00'07"E	87.15
C7	57.94	170.00	19°31'43"	N42°09'32"W	57.66
C8	120.17	252.00	27°19'17"	S13°28'42"E	119.03
C9	35.96	230.00	89°34'39"	S44°58'16"W	32.41
C10	60.49	644.750	0°32'15"	N89°58'18"W	60.49
C11	12.94	252.00	7°56'29"	S28°36'35"E	12.94



**LINE TABLE**

LINE	LENGTH	BEARING
L1	96.53	N00°10'56"E
L2	26.88	S66°36'12"E
L3	113.82	S40°26'00"E
L4	30.88	N89°53'35"W
L5	46.91	N00°10'56"E
L6	24.00	S00°09'18"W
L7	30.77	S89°53'35"E
L8	24.00	S00°04'52"E
L9	30.39	N90°00'00"E
L10	30.00	S00°04'52"E
L11	25.52	N90°00'00"W
L12	66.14	N90°00'00"E
L13	66.00	S89°53'35"E
L14	36.18	N00°07'42"W
L15	104.16	S00°19'18"W
L16	24.63	S60°12'27"W
L17	83.38	S57°59'06"W

**LEGEND**

- SECTION CORNER
- FOUND REBAR
- SET 5/8"x24" REBAR
- SET 5/8"x24" REBAR
- W/ CAP #275617
- FOUND RIGHT OF WAY MONUMENT
- CL MONUMENT TO BE SET
- BOUNDARY LINE AND TEXT
- PUE-10' FRONT STREET CENTERLINE AND TEXT
- S89°39'48"W
- S89°39'48"E

**SURVEYOR'S CERTIFICATE**

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, as prescribed by the laws of the State of Utah, and do hereby certify that, by authority of the State, I have accurately described therein, and have subdivided said tract of land into lots to be hereafter known as WEST SQUARE SUBDIVISION and the same has been correctly surveyed.

**PROFESSIONAL LAND SURVEYOR**  
 BRIGAN G. LYON  
 275617  
 9/11/15  
 STATE OF UTAH

**NOTES/NARRATIVE**

- THE PURPOSE OF THIS PLAN IS TO CREATE A 2 LOTS FROM PARCELS 12-066-0089, 12-066-0090, 12-066-0115, 12-067-0023 AND 12-067-0109 AND DEDICATE A PORTION OF DEPOT STREET TO THE BASIS OF BEARING IS N 89°48'25" W BETWEEN THE NORTH QUARTER CORNER OF SECTION 12 AND THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE SALT LAKE MERIDIAN.
- ACCESS EASEMENT IN FAVOR OF PARK MEADOWS TOWN HOMES ASSOCIATION, INC. RECORDED IN BOOK 5266/PAGE 700.
- ACCESS AND ROADWAY EASEMENT IN FAVOR OF PARK MEADOWS TOWN HOMES ASSOCIATION, INC.
- 20 FOOT SEWER EASEMENT IN FAVOR OF CLEARFIELD CITY.
- ACCESS AND ROADWAY EASEMENT IN FAVOR OF PARK MEADOWS TOWN HOMES ASSOCIATION, INC.

**BOUNDARY DESCRIPTION**

Part of the Northwest Quarter of Section 12, Township 4 North, Range 2 West of the Salt Lake Base and Meridian described as follows:  
 Commencing at a Brass Cap monumenting the North Quarter Corner of Section 12, Township 4 North, Range 2 West of the Salt Lake Base and Meridian from which the Northwest Corner of said Section 12 bears S 00°09'18" W 631.20 feet to the southeast and thence S 00°09'18" W 798.44 feet to the south line of the east line of Hamblin Park Townhomes P.U.D.;  
 thence S 89°50'43" E 19.96 feet along the east line of Hamblin Park Townhomes P.U.D.;  
 thence S 89°50'43" E 82.41 feet to the west right of way line of 550 East Street;  
 thence N 11°36'30" W 79.03 feet along said west right of way line;  
 thence N 89°50'43" W 80.87 feet;  
 thence N 00°09'17" E 11.61 feet;  
 thence N 89°50'43" W 82.50 feet;  
 thence N 00°09'17" E 14.44 feet;  
 thence N 89°50'43" W 23.06 feet;  
 thence S 60°03'05" W 52.82 feet;  
 thence S 00°04'50" W 1009.51 feet along said right of way line;  
 thence N 00°11'35" E 119.68 feet;  
 thence N 00°11'35" E 119.68 feet;  
 thence S 00°04'50" W 1009.51 feet along said right of way line;  
 thence 120.17 feet along a curve to the right with a radius of 252.00 feet, a central angle of 27°19'17" (center bears N62°51'39"E) and a chord that bears N00°10'56" E 648.94 feet;  
 thence N 00°10'56" E 648.94 feet;  
 thence 35.96 feet along a curve to the right with a radius of 23.00 feet, a central angle of 89°34'39" and a chord that bears N44°58'16" E 32.41 feet to the south right of way line of Highway 193 per Project 12-066-0133;  
 thence along said right of way line the next four courses:  
 1) thence N 89°48'25" E 5.43 feet to a right of way monument at Station 240+13.71, 55.00 feet right to a point at Station 240+13.73  
 2) thence N 89°48'25" E 31.45 feet to a point at Station 240+13.75  
 3) thence N 89°48'25" E 61.75 feet to a right of way monument at Station 240+13.75, 52.50 feet right;  
 4) thence 60.49 feet along a curve to the right with a radius of 644.750 feet, a central angle of 0°32'15" and a chord that bears S89°58'18"E 60.49 feet;  
 5) thence S 00°11'35" W 100.97 feet;  
 6) thence N 89°48'25" W 30.00 feet;  
 7) thence N 89°48'25" W 30.00 feet;  
 8) thence N 89°53'35" E 96.48 feet;  
 9) thence N 89°48'25" E 44.61 feet;  
 10) thence N 89°48'25" E 44.61 feet;  
 11) thence N 00°09'18" E 72.74 feet;  
 12) thence S 89°57'15" E 32.02 feet to the point of beginning, containing 9.86 acres or 420.16 square feet.

**LIMITED LIABILITY ACKNOWLEDGEMENT**

STATE OF UTAH  
 COUNTY OF \_\_\_\_\_  
 ss \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say, for DEVELOPMENT GROUP, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC RESIDING AT \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

**OWNERS DEDICATION**

Know all by these presents that we the undersigned owners of the above-described tract of land, having caused the same to be subdivided into lots and streets to hereafter be known as WEST SQUARE SUBDIVISION, do hereby dedicate the same to the public. All parcels of land shown on this plan are intended for public use, and do warrant, defend and save the municipality harmless against any easements or other encumbrances on the dedicated streets which will interfere with the municipality's use, operation and maintenance of the streets and do further dedicate the streets shown on this plan to the public use, operation and maintenance of the streets, with the same roadway as given for other dedicated property.

In witness whereof, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

JEFF JACKSON  
 MANAGER, IRONWOOD DEVELOPMENT GROUP, LLC.

**CITY ATTORNEY'S CERTIFICATE OF APPROVAL**

I hereby approve the above plat.

City Attorney \_\_\_\_\_  
 Date \_\_\_\_\_

**CITY ENGINEER'S CERTIFICATE OF APPROVAL**

This plat has been reviewed and approved by the Clearfield City Planning and Zoning Commission.

City Engineer \_\_\_\_\_  
 Date \_\_\_\_\_

**PLANNING COMMISSION CHAIRMAN APPROVAL AND ACCEPTANCE**

City Recorder \_\_\_\_\_  
 Date \_\_\_\_\_

**CITY COUNCIL'S CERTIFICATE OF APPROVAL**

The above plat is hereby approved and accepted by Clearfield City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 A.D.

Mayor \_\_\_\_\_  
 City Recorder \_\_\_\_\_

**WEST SQUARE SUBDIVISION**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12,  
 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE  
 BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH

DATE: SEP 2015  
 DRAWING NO. 1

No.	REVISIONS / SUBMISSIONS	DATE

REVIEWED: \_\_\_\_\_  
 CAD FILE: \_\_\_\_\_

DRAWN: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_

OWNER:  
 IRONWOOD DEVELOPMENT  
 50 EAST 2500 NORTH SUITE 101  
 NORTH LOGAN, UTAH 84341

**ALLIANCE CONSULTING ENGINEERS**  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435)755-5121  
 alliancelogan@yahoo.com

County Recorder \_\_\_\_\_  
 Date \_\_\_\_\_

**WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,  
 RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH  
**INDEX SHEET**

SHEET NO.	SHEET DESCRIPTION
1	INDEX SHEET
2	EXIST-DEMO PLAN
3	SEWER EXTENSION
4	DEPOT ROAD PLAN
5	HYDROLOGY MAP
6	DRAINAGE PLAN
7	DETAILS

**OWNER/DEVELOPER**  
**IRONWOOD DEVELOPMENT GROUP LC**

**CIVIL ENGINEER**  
**ALLIANCE CONSULTING**  
**ENGINEERS, INC.**  
**150 EAST 200 NORTH SUITE P**  
**LOGAN, UTAH 84321**  
**435-755-5121**



PROJECT

**GENERAL NOTES (APPLICABLE TO ALL CIVIL SHEETS):**

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, APWA, CLEARFIELD CITY STANDARDS, SOUTH VALLEY SEWER DISTRICT SPECIFICATIONS, AND ANY OTHER APPLICABLE STANDARDS ISSUED BY THE CONTROLLING AGENCY.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION. ANY DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER.
3. CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY AREAS AND/OR MATERIALS DAMAGED DURING CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN ALL ADJACENT PROPERTY (PUBLIC & PRIVATE) FROM ALL CONSTRUCTION DEBRIS.
5. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITION FROM ALL NEW CONSTRUCTION TO EXISTING CONDITIONS.
6. CONTRACTOR SHALL PROVIDE ALL NECESSARY AUTOMOBILE AND PEDESTRIAN TRAFFIC CONTROL DEVICES REQUIRED BY LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES.
7. CONTRACTOR SHALL REPLACE SURVEY MONUMENTS DAMAGED DURING CONSTRUCTION. SURVEY MONUMENTS TO BE REPLACED BY A REGISTERED, LICENSED LAND SURVEYOR.
8. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, INCLUDING FIBER OPTIC. ANY DAMAGES TO EXISTING UTILITIES WILL BE REPAIRED AT CONTRACTOR'S EXPENSE.
9. DIMENSIONS SHOWN ARE TO THE CENTER OF THE PIPELINE UNLESS OTHERWISE NOTED.
10. DISTANCES SHOWN ALONG PIPELINES ARE HORIZONTAL DISTANCES AND NOT ACTUAL PIPE LENGTHS. MORE PIPE MAY BE REQUIRED TO COMPLETE CONSTRUCTION THAN IS DIMENSIONED IN THE PLANS.
11. THURST BLOCKS SHALL BE PLACED ON WATERLINES AT ALL DIRECTION CHANGES, FITTINGS, BENDS, ELBOWS, FIRE HYDRANTS AND GATES VALVES AS SHOWN IN THE PROJECT PLANS.
12. CONTRACTOR IS REQUIRED TO HAVE A SET OF APPROVED PLANS ON THE SITE AT ALL TIMES. ANY CHANGES TO THE PLANS WITHOUT SET PRESENT IS DONE SO AT THE CONTRACTOR'S RISK AND EXPENSE. IF ERRORS OCCUR.
13. CONTRACTOR IS RESPONSIBLE FOR PROVIDING WATER NECESSARY FOR DUST ABATEMENT, COMPACTION, ETC.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SOURCES FOR GRANULAR MATERIALS, WATER, WASTE SITES, AND ANY OTHER MATERIALS SOURCES AS REQUIRED FOR PROJECT COMPLETION.
15. ANY WORK DONE WITHIN A PUBLIC RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE TRANSPORTATION AGENCY AND SHALL MEET THE REQUIREMENTS OF THAT AGENCY AND THE REQUIREMENTS OF ANY RIGHT-OF-WAY OR SPECIAL USE PERMITS.
16. THE CONTRACTOR SHALL COORDINATE ALL LINE TAPS AND ANY OTHER WORK OR MANIPULATION OF THE WATER SYSTEM WITH THE CITY.
17. ON SLOPING AREAS THE CONTRACTOR SHALL TAKE PRECAUTIONS TO MITIGATE ANY POSSIBLE EROSION PROBLEMS IN THE TRENCHES DUE TO STORM WATER THAT MIGHT OCCUR DURING OR AFTER CONSTRUCTION AS DIRECTED OR APPROVED BY ENGINEER.
18. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL MEASURES AS DETAILED IN THE PROJECT PLANS UNTIL A NOTICE OF TERMINATION IS APPROVED BY AND ISSUED BY THE STATE FOR THIS PROJECT.
19. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONS NECESSARY TO INSURE THAT NO STORM WATER/SEDIMENT AND/OR CONSTRUCTION DEBRIS ARE RELEASED FROM THE SITE. ANY RELEASES SHALL BE CLEANED AND MITIGATED AT THE CONTRACTOR'S EXPENSE.
20. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACCESS AND RELATED TRAFFIC CONTROL WITH THE COUNTY, CITY, AND STATE HIGHWAY DEPARTMENTS. THE ENGINEER SHALL REVIEW ALL TRAFFIC CONTROL PLANS.
22. ALL GATE VALVES SHALL BE LOCATED PER CLEARFIELD CITY STANDARDS AND SPECIFICATIONS.
23. CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS, HARDWARE, LABOR, ETC. TO CONSTRUCT VERTICAL AND HORIZONTAL BENDS IN PIPE AS NEEDED TO MEET THE REQUIRED GRADES, ALIGNMENTS AND COVER REQUIREMENTS.
24. ALL AIR RELEASE VALVES SHALL BE INSTALLED AT THE CREST OF THE VERTICAL CURVATURE OF THE WATER LINE. CONTRACTOR SHALL RECORD ACTUAL LOCATION OF VALVES ON FIELD RECORD DRAWINGS.
25. THE CONTRACTOR SHALL SCHEDULE WITH CLEARFIELD CITY FOR SEWER AND WATER UTILITY INSPECTIONS PRIOR TO BACKFILLING.
26. ALL WATER SYSTEM COMPONENTS SHALL BE INSTALLED, PRESSURE TESTED, CHLORINATED AND APPROVED PRIOR TO COMPLETING ANY ROADWAY CONSTRUCTION.
27. CONTRACTOR TO MARK THE END OF ALL CULINARY LATERALS WITH A 2X4 PAINTED BLUE.



**ALLIANCE CONSULTING ENGINEERS**  
 150 EAST 200 NORTH SUITE P  
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 alliancelogan@yahoo.com

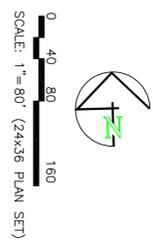
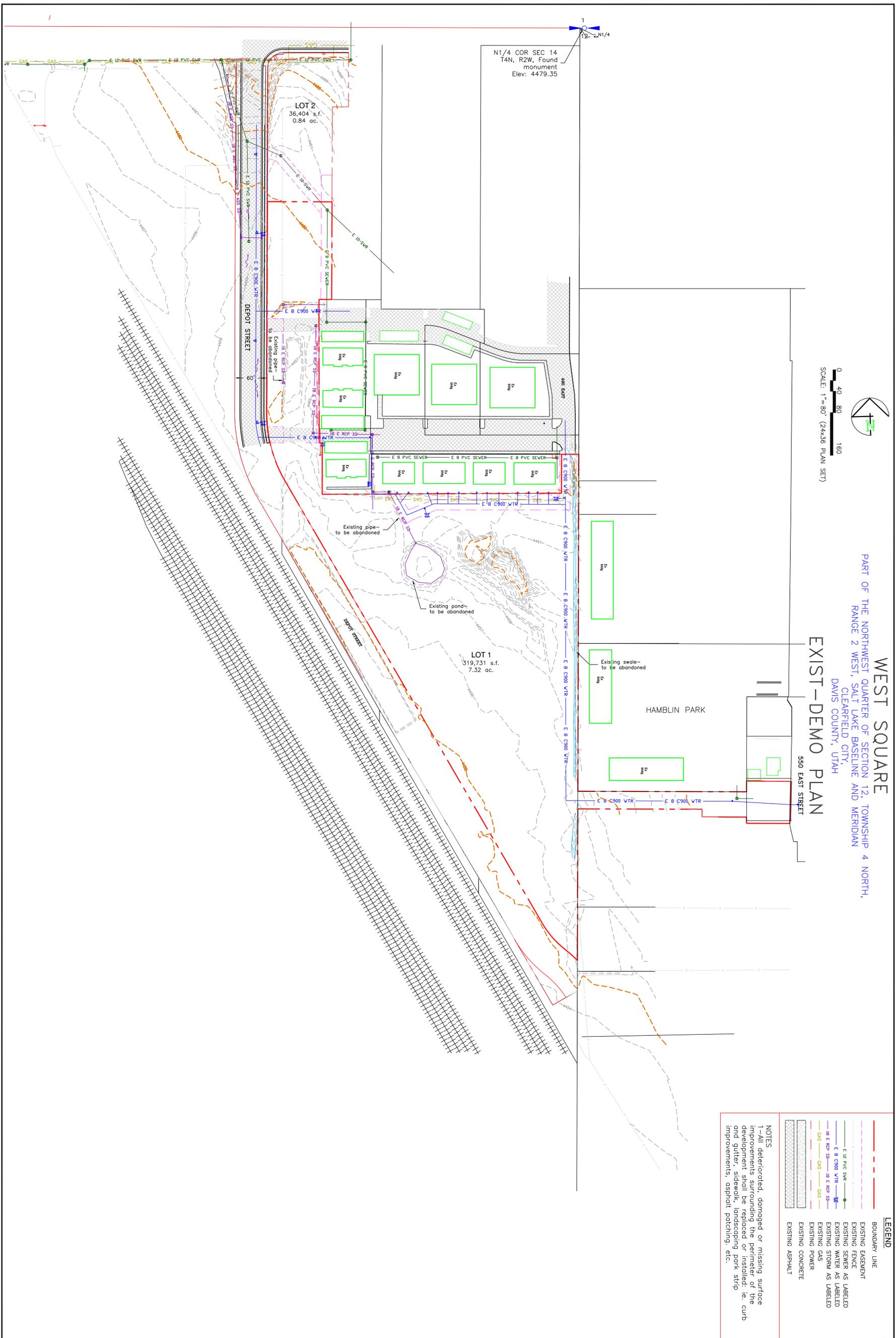
OWNER:  
 IRONWOOD DEVELOPMENT  
 50 EAST 2500 NORTH SUITE 101  
 NORTH LOGAN, UTAH 84341

No.	REVISIONS / SUBMISSIONS	DATE

REVIEWED :	DRAWN :
CAD FILE :	PROJECT NO. :

PROJECT TITLE <b>WEST SQUARE</b> PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN CLEARFIELD CITY, DAVIS COUNTY, UTAH	DRAWING TITLE <b>INDEX SHEET</b>
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DATE: 3 MARCH 2015  
 DRAWING No. **11**



**WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,  
 RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH

**EXIST-DEMO PLAN**

**LEGEND**

	BOUNDARY LINE
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING SEWER AS LABELED
	EXISTING WATER AS LABELED
	EXISTING STORM AS LABELED
	EXISTING GAS
	EXISTING POWER
	EXISTING CONCRETE
	EXISTING ASPHALT

**NOTES**  
 1-All deteriorated, damaged or missing surface improvements surrounding the perimeter of the development shall be replaced or installed: i.e. curb and gutter, sidewalk, landscaping park strip improvements, asphalt patching, etc.

DATE: MARCH 2015  
 DRAWING NO: 2

PROJECT TITLE: **WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12,  
 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE  
 BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH

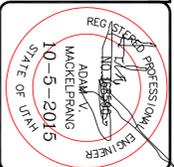
DRAWING TITLE: **EXIST-DEMO PLAN**

No.	REVISIONS / SUBMISSIONS	DATE

REVIEWED: \_\_\_\_\_ DRAWN: \_\_\_\_\_  
 CAD FILE: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

OWNER:  
 IRONWOOD DEVELOPMENT  
 50 EAST 2500 NORTH SUITE 101  
 NORTH LOGAN, UTAH 84341

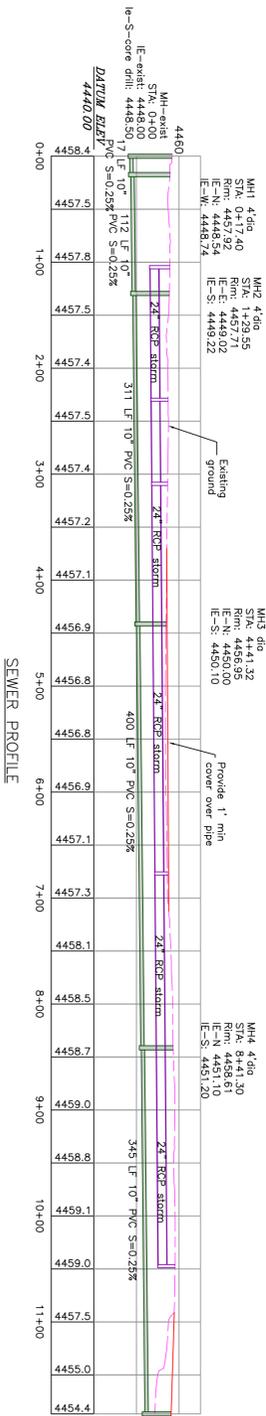
**ACE ALLIANCE CONSULTING ENGINEERS**  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435)755-5121  
 alliancelogan@yahoo.com





0 40 80 160  
 SCALE: 1"=80' (24x36 PLAN SET)  
 SCALE: 1"=20' VERTICAL

**WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,  
 RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH  
**SEWER EXTENSION**



**LEGEND**

	BOUNDARY LINE
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING SEWER AS LABELED
	EXISTING WATER AS LABELED
	EXISTING STORM AS LABELED
	EXISTING GAS
	EXISTING POWER
	EXISTING CONCRETE
	EXISTING ASPHALT
	EXISTING MHR CONTOUR (1')
	EXISTING MHR CONTOUR (5')
	NEW PVC C-900 DRI8 WATER AS LABELED
	NEW PVC SDR 35 SEWER AS LABELED
	NEW STORM AS LABELED
	NEW CONCRETE
	NEW ASPHALT
	PROPOSED MHR CONTOUR (1')
	PROPOSED MHR CONTOUR (5')

**NOTES:**  
 Contractor to camera sewer lines. Any bellies or low points shall be repaired prior to asphaltting.



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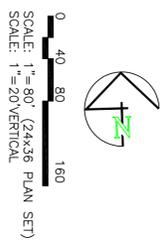
No.	REVISIONS/ SUBMISSIONS	DATE

REVIEWED: \_\_\_\_\_ DRAWN: \_\_\_\_\_  
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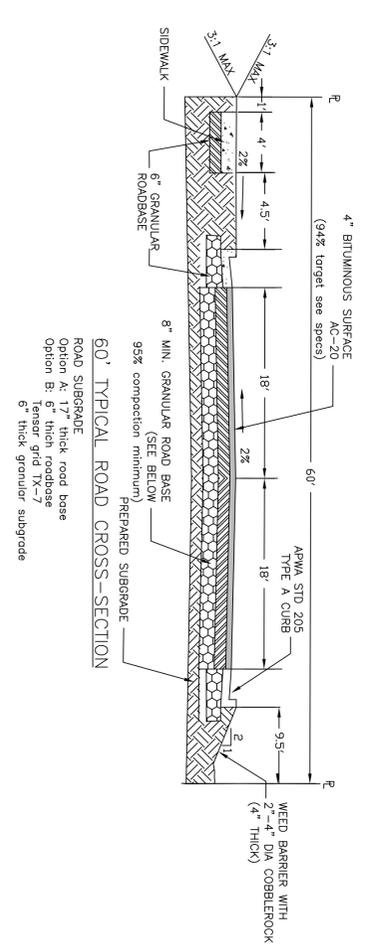
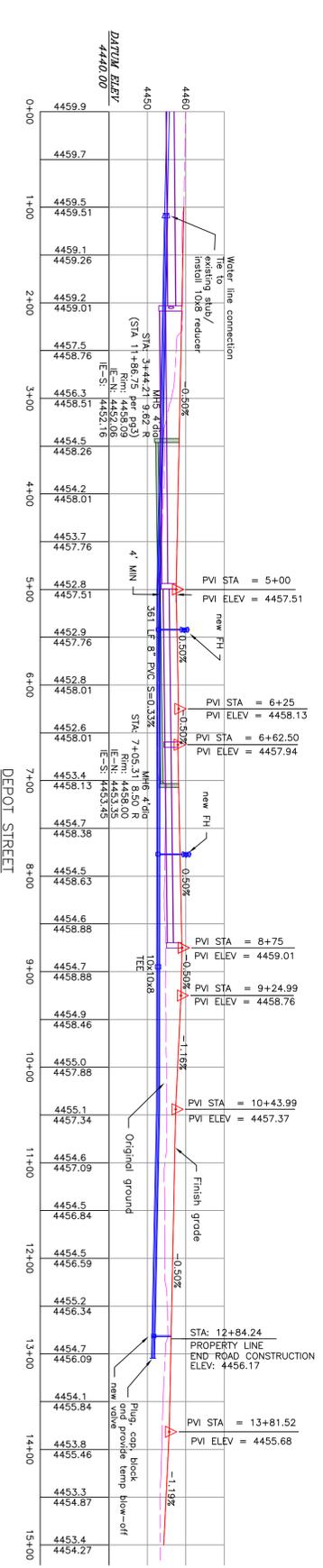
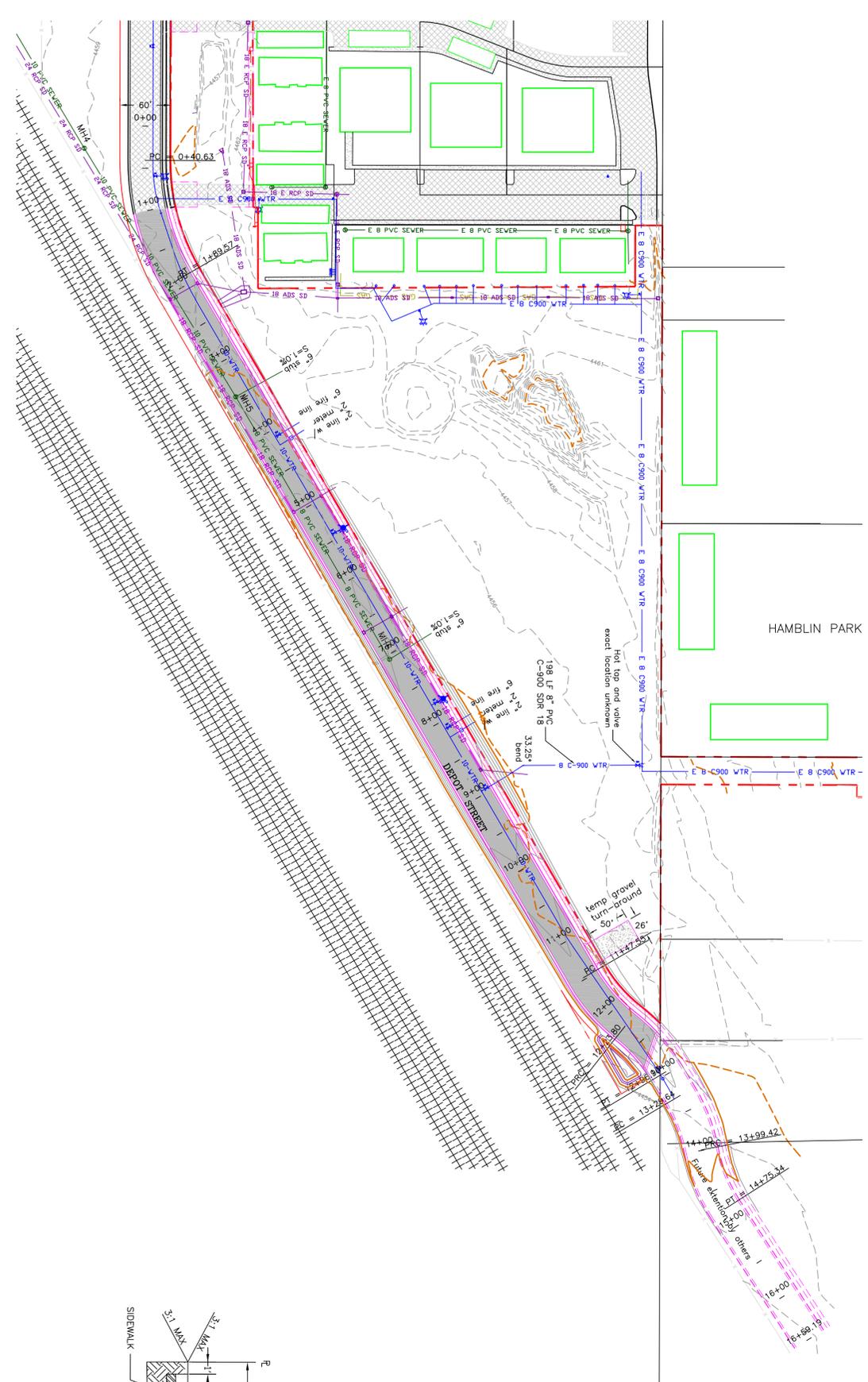
**PROJECT TITLE**  
 WEST SQUARE  
 PART OF THE NORTHWEST QUARTER OF SECTION 12,  
 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE  
 BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH

**DRAWING TITLE**  
 SEWER EXTENSION

DATE: MARCH 2015  
 DRAWING NO. 38869



**WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,  
 RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH  
**DEPOT STREET PLAN**



LEGEND	
	BOUNDARY LINE
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING SEWER AS LABELED
	EXISTING WATER AS LABELED
	EXISTING STORM AS LABELED
	EXISTING GAS
	EXISTING POWER
	EXISTING CONCRETE
	EXISTING ASPHALT
	EXISTING MNR CONTOUR (1")
	EXISTING MNR CONTOUR (5")
	NEW PVC C-900 DR18 WATER AS LABELED
	NEW PVC SDR 35 SEWER AS LABELED
	NEW STORM AS LABELED
	NEW CONCRETE
	NEW ASPHALT
	PROPOSED MNR CONTOUR (1")
	PROPOSED MNR CONTOUR (5")

DATE: MARCH 2015 DRAWING	PROJECT TITLE	<b>WEST SQUARE</b> PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN CLEARFIELD CITY, DAVIS COUNTY, UTAH
	DRAWING TITLE	<b>DEPOT STREET PLAN</b>

No.	REVISIONS / SUBMISSIONS	DATE

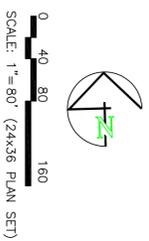
  

REVIEWED :	DRAWN :
CAD FILE :	PROJECT NO. :

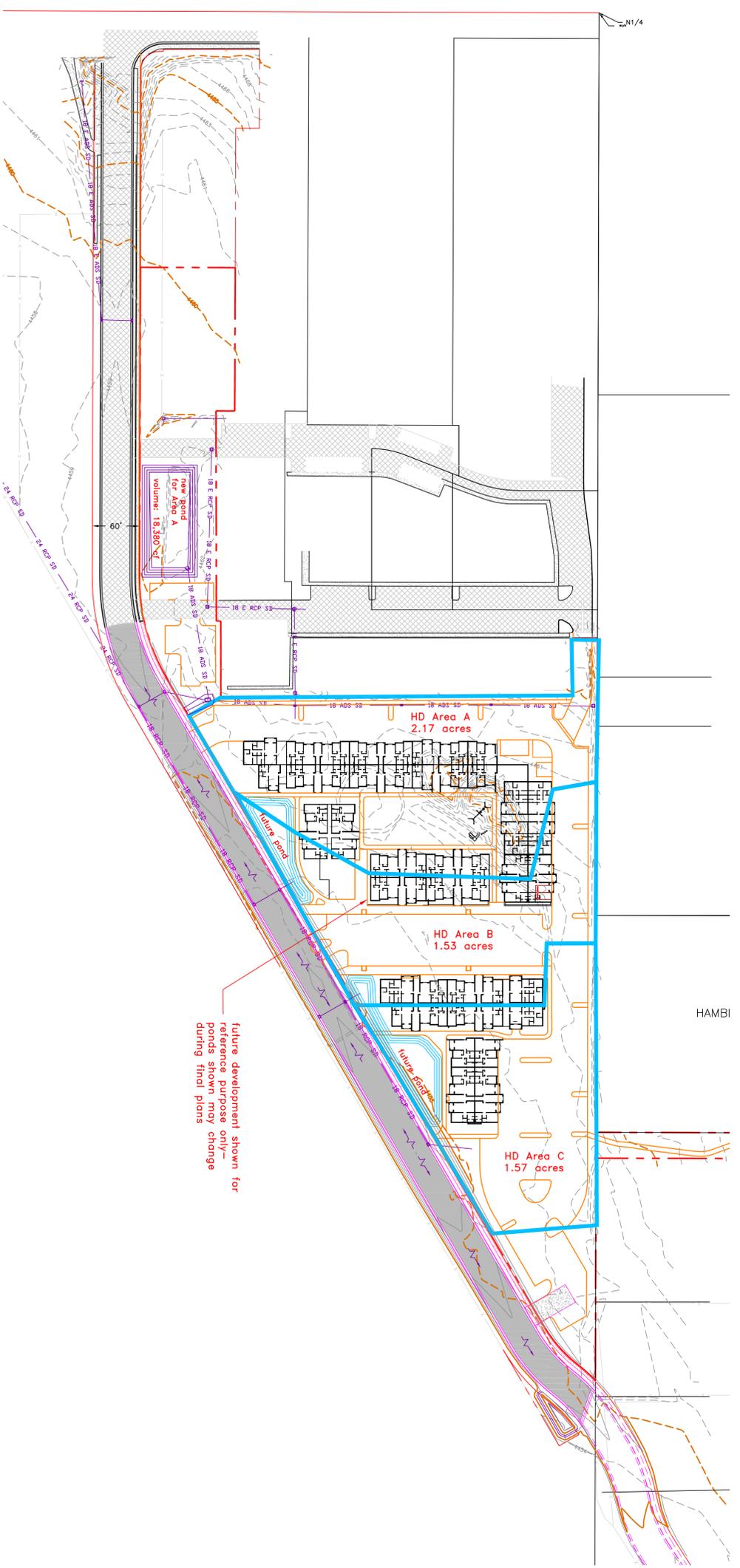
OWNER:  
 IRONWOOD DEVELOPMENT  
 50 EAST 2500 NORTH SUITE 101  
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 150 EAST 200 NORTH SUITE P  
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 RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH  
**HYDROLOGY MAP**



**LEGEND**

- BOUNDARY LINE
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING STORM AS Labeled
- NEW STORM AS Labeled
- EXISTING MNR CONTOUR (1')
- EXISTING MNR CONTOUR (5')
- EXISTING CONCRETE
- EXISTING ASPHALT
- NEW CONCRETE
- NEW ASPHALT
- HYDROLOGY BOUNDARY
- FUTURE DEVELOPMENT

NOTES: While no calculations have been provided for Clearfield Park Meadows the required replacement storm facilities for said area were sized based on the following:  
 1- Based on a topo of the site the existing pond for Clearfield Park Meadows was computed to be 7,672 cf with 12" of freeboard. A new pond has been proposed with a volume of 18,380 cf and 12" of freeboard. The additional storage will be used as part of the proposed site design south of Clearfield Park Meadows.  
 2- The storm piping in Clearfield Park Meadows was measured as 18" RCP. All piping for the re-route of storm water from Clearfield Park Meadows was sized as 18" RCP. The storm lines in Depot Road have been proposed as 18" RCP. This line has been oversized in order to convey water from 550 East.  
 3- The office for the new pond was computed based on an estimate size of 3.7 acres, a release rate of 0.2 cfs, a sharp edged orifice and 0.5' of head.

**AREA A**

Drainage Area to Pond:	2.17 acres
Weighted 'C' value for Pond Drainage Area:	0.80
Allowable Discharge Rate:	0.2 cfs/acre

Interval (min)	Precip. Intensity (in/hr)	Precip. Depth (in)	Area (ac)	C Value	CA(A)3630 Inflow (ft <sup>3</sup> /min)	CA(A)3630 Outflow (ft <sup>3</sup> /min)	Allowable Discharge (ft <sup>3</sup> /s)	Accum. Discharge (ft <sup>3</sup> )	Required Storage (ac-ft)	
5	5.16	0.43	2.17	0.80	6301.68	2709.7224	26.04	130.2	2580	0.06
10	3.96	0.66	2.17	0.80	6301.68	4159.1088	26.04	260.4	3889	0.09
15	3.28	0.82	2.17	0.80	6301.68	5167.3776	26.04	390.6	4777	0.11
30	2.20	1.10	2.17	0.80	6301.68	6301.848	26.04	781.2	6151	0.14
60	1.37	1.37	2.17	0.80	6301.68	8533.3016	26.04	1622.4	7071	0.16
120	0.79	1.58	2.17	0.80	6301.68	9956.6544	26.04	3124.8	6832	0.16
180	0.58	1.69	2.17	0.80	6301.68	10548.839	26.04	4687.2	5933	0.14
360	0.35	2.09	2.17	0.80	6301.68	13170.511	26.04	8374.4	3795	0.09
720	0.22	2.36	2.17	0.80	6301.68	15250.234	26.04	13748.8	0	0.00
1440	0.13	3.15	2.17	0.80	6301.68	19350.232	26.04	37697.6	0	0.00

**AREA B**

Drainage Area to Pond:	1.53 acres
Weighted 'C' value for Pond Drainage Area:	0.80
Allowable Discharge Rate:	0.2 cfs/acre

Interval (min)	Precip. Intensity (in/hr)	Precip. Depth (in)	Area (ac)	C Value	CA(A)3630 Inflow (ft <sup>3</sup> /min)	CA(A)3630 Outflow (ft <sup>3</sup> /min)	Allowable Discharge (ft <sup>3</sup> /s)	Accum. Discharge (ft <sup>3</sup> )	Required Storage (ac-ft)	
5	5.16	0.43	1.53	0.80	4443.12	1970.5416	18.36	91.8	1819	0.04
10	3.96	0.66	1.53	0.80	4443.12	2932.4592	18.36	183.6	2749	0.06
15	3.28	0.82	1.53	0.80	4443.12	3643.3584	18.36	275.4	3388	0.08
30	2.20	1.10	1.53	0.80	4443.12	4887.432	18.36	550.8	4357	0.11
60	1.37	1.37	1.53	0.80	4443.12	6387.0744	18.36	1101.6	4855	0.11
120	0.79	1.58	1.53	0.80	4443.12	7620.1296	18.36	2203.2	4817	0.11
180	0.58	1.69	1.53	0.80	4443.12	8286.1708	18.36	3304.8	4777	0.09
360	0.35	2.09	1.53	0.80	4443.12	10286.1708	18.36	6609.6	2677	0.06
720	0.22	2.36	1.53	0.80	4443.12	11463.25	18.36	13219.2	0	0.00
1440	0.13	3.15	1.53	0.80	4443.12	13995.828	18.36	26438.4	0	0.00

**AREA C**

Drainage Area to Pond:	1.83 acres
Weighted 'C' value for Pond Drainage Area:	0.80
Allowable Discharge Rate:	0.2 cfs/acre

Interval (min)	Precip. Intensity (in/hr)	Precip. Depth (in)	Area (ac)	C Value	CA(A)3630 Inflow (ft <sup>3</sup> /min)	CA(A)3630 Outflow (ft <sup>3</sup> /min)	Allowable Discharge (ft <sup>3</sup> /s)	Accum. Discharge (ft <sup>3</sup> )	Required Storage (ac-ft)	
5	6.97	0.38	1.83	0.80	5314.32	3087.6199	21.96	109.8	2978	0.07
10	5.30	0.66	1.83	0.80	5314.32	4687.6389	21.96	219.6	4478	0.10
15	4.56	0.82	1.83	0.80	5314.32	5582.6036	21.96	329.4	5295	0.12
30	2.96	1.09	1.83	0.80	5314.32	7525.2056	21.96	658.8	6284	0.13
60	1.83	1.33	1.83	0.80	5314.32	9725.2056	21.96	1317.6	8312	0.18
120	1.03	2.06	1.83	0.80	5314.32	10947.489	21.96	2635.2	8312	0.18
180	0.71	2.12	1.83	0.80	5314.32	11568.358	21.96	3952.8	7314	0.17
360	0.39	2.31	1.83	0.80	5314.32	12776.079	21.96	7905.6	4370	0.10
720	0.23	2.81	1.83	0.80	5314.32	14633.239	21.96	15811.2	0	0.00
1440	0.13	3.11	1.83	0.80	5314.32	16827.535	21.96	31622.4	0	0.00



**ALLIANCE CONSULTING ENGINEERS**  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435)755-5121  
 alliancelogan@yahoo.com

OWNER:  
 IRONWOOD DEVELOPMENT  
 50 EAST 2500 NORTH SUITE 101  
 NORTH LOGAN, UTAH 84341

No.	REVISIONS / SUBMISSIONS	DATE

REVIEWED: \_\_\_\_\_ DRAWN: \_\_\_\_\_  
 CAD FILE: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PROJECT TITLE: **WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12,  
 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE  
 BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH

DRAWING TITLE: **HYDROLOGY MAP**

DATE: MARCH 2015  
 DRAWING NO: 10-5-2015





EXHIBIT "C"  
CITY REIMBURSEMENTS

## Exhibit "C"

### CITY REIMBURSEMENTS

Depot Road Extension		Units	Cost/Unit	Contract
<b>HARDCOSTS</b>				
<b>General Conditions</b>				
	Mobilization & Site Cleanup	1	\$2,500.00	\$2,500.00
	Traffic Control	1	\$350.00	\$350.00
	Silt Fence	1000	\$1.85	\$1,850.00
	Stabilize Entrance	1	\$875.00	\$875.00
	Inlet Protection	14	\$35.00	\$490.00
	Contingency	1	\$11,750.00	\$11,750.00
<b>Sewer &amp; Storm Drain Through Gunderson Property</b>				
<b>Sanitary Sewer</b>				
	Tie to Existing Sewer Line Stubbed under Irrigation Line	1	\$250.00	\$250.00
	10" PVC Sewer Main	958	\$29.85	\$28,596.30
	4' Diameter Sanitary Sewer Manhole	4	\$3,125.00	\$12,500.00
	Flush, Camera & Pressure Test	958	\$1.85	\$1,772.30
<b>Storm Drain</b>				
	Tie to Existing JB	1	\$445.00	\$445.00
	4' Dia SD Manhole w/Trough	3	\$2,245.00	\$6,735.00
	24" RCP Class 3	572	\$36.88	\$21,095.36
	24" RCP Class 4	370	\$39.94	\$14,777.80
<b>Dirt work</b>				
	Temporary Fence 40' ft in from property line	1000	\$3.50	\$3,500.00
	Prepare and reseed pasture grasses	40000	\$0.15	\$6,000.00
<b>Misc. items to secure easement</b>				
	seal driveway asphalt	7500	\$0.25	\$1,875.00
	6" of gravel over northwest corner of property	150	\$14.50	\$2,175.00
	Remove old section of fencing	1	\$450.00	\$450.00
	Install 2 corner posts for new gates to be hung	2	\$500.00	\$1,000.00
<b>Storm Drain System to reroute for neighboring complexes</b>				
<b>Storm Drain</b>				
	3'x3' Curb Inlet W/Trough	1	\$2,285.00	\$2,285.00
	2'x3' Curb Inlet W/Trough	1	\$1,990.00	\$1,990.00
	2'x3' Curb Inlet	3	\$1,590.00	\$4,770.00
	4'x4' JB Overflow Box	1	\$4,115.00	\$4,115.00
	3'x3' JB	1	\$1,960.00	\$1,960.00
	3'x3' Pond Box	1	\$2,955.00	\$2,955.00
	18" RCP Class 4	90	\$35.15	\$3,163.50
	18" HDPE	792	\$27.25	\$21,582.00
	18" Flare End Section	2	\$475.00	\$950.00
	Excavate & Shape Detention Pond with 6" Onsite Topsoil	1	\$3,875.00	\$3,875.00
<b>Storm Drain for 550 East in Depot Street</b>				
<b>Storm Drain</b>				
	3'x3' Curb Inlet W/Trough	2	\$2,285.00	\$4,570.00
	2'x3' Curb Inlet W/Trough	1	\$1,990.00	\$1,990.00
	15" RCP Class 4	40	\$31.62	\$1,264.80
	18" RCP Class 4	430	\$35.15	\$15,114.50
<b>Raise Road</b>				
	Additional Pit Run to create cover over RCP Pipe	3030.3	\$12.50	\$37,878.75
<b>Storm Drain Headed east to 550 East</b>				
<b>Storm Drain</b>				
	Tie to Existing Storm Box	1	\$1,250.00	\$1,250.00
	3'x3' Curb Inlet W/Trough	3	\$2,285.00	\$6,855.00
	18" RCP Class 4	552	\$27.25	\$15,042.00
<b>Raise Parking Lot &amp; Building Pads</b>				
	Additional Fill Dirt in Landscape Areas	499.5	\$7.50	\$3,746.25
	Additional Pit Run in parking lot Areas & under Buildings	841.75	\$12.50	\$10,521.88
	<b>Subtotal</b>			<b>\$264,865.44</b>
	510 Supervision	1	\$3,850.00	\$3,850.00
	550 4% Overhead	1	\$10,594.62	\$10,594.62
	590 5% Profit	1	\$13,965.50	\$13,965.50
	<b>Total Cost of Building</b>		<b>\$28,410.12</b>	<b>\$293,275.56</b>

EXHIBIT "D"  
REIMBURSEMENT AGREEMENT

## **REIMBURSEMENT AGREEMENT FOR PROJECT IMPROVEMENTS**

This Reimbursement Agreement for Project Improvements (“Agreement”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between IRONWOOD DEVELOPMENT GROUP, L.C., a Utah limited liability company (“Developer”), and CLEARFIELD CITY, a Utah municipal corporation and political subdivision of the State of Utah (“City”). As used herein, Developer and City may be referred to collectively as the “Parties”.

### **RECITALS**

WHEREAS, Developer and City have entered into that certain Development Agreement for the West Square Project dated \_\_\_\_\_, 2015 (the “Development Agreement”), regarding the development of that certain real property, comprising approximately eight and 82/100 (8.82) acres, in Clearfield, Davis County, Utah (the “Property”), as such Property is more particularly described in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer has certain obligations with respect to, among other things, the construction of an extension of Depot Street; and

WHEREAS, the Parties agree that the Depot Street extension is necessary for the development of the Property and will provide a benefit to the owners and developers of the Benefited Properties (as defined herein), and that a proportionate share of the cost of the Depot Street extension should be allocated to the owners and developers of the Benefited Properties; and

WHEREAS, Developer desires to be reimbursed for a portion of its costs associated with the construction of the Depot Street extension by the owners and developers of the Benefited Properties, none of whom are currently participating in the cost of such improvements; and

WHEREAS, pursuant to the Development Agreement, City and Developer agreed to enter into a reimbursement agreement directing and authorizing the City to collect from the owners and developers of the Benefited Properties a payment, to be collected in order to provide reimbursement for an equitable portion of construction expenses in connection with the Depot Street extension; and

WHEREAS, City and Developer desire to enter into this Agreement to set forth the terms and conditions by which Developer may be reimbursed for a portion of its costs associated with the construction of the Depot Street extension.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. Developer's Obligations.
  - a. Developer shall, in accordance with the final plat for the West Square Project and subject to the terms and conditions of the Development Agreement, construct and install or cause to be constructed and installed the improvements comprising the Depot Street extension, as such improvements are generally described in the Depot Street Improvements Drawing dated Sep 06, 2015, attached hereto as Exhibit "A" and incorporated herein (all such improvements are collectively referred to herein as the "Improvements").
  - b. Via the final plat for the West Square Project, Developer shall dedicate the Improvements to the City, and comply with all requirements of the City's subdivision ordinance regarding the construction, inspection, and warranty of the Improvements.
  - c. Developer understands and agrees that the Improvements will not be reimbursable unless they are approved by the City in accordance with the Development Agreement.
3. Cost Allocation and Collection from Owners and Developers of the Benefited Properties for Improvements.
  - a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Improvements are limited to those properties identified in the attached Exhibit "B" (the "Benefited Properties"), and cost allocation and collection shall be limited to only those properties, their owners and developers.
  - b. The City shall allocate to each of the owners and developers of the Benefited Properties, for reimbursement to Developer, a percentage of Developer's Maximum Reimbursement Amount (as defined below), determined by dividing the number of acres of such owner's or developer's property included within the Benefited Properties by the total number of acres comprising the Benefited Properties. The percentage allocations to the owners and developers of the Benefited Properties are set forth in Exhibit "B". The total costs to be allocated to the owners and developers of the Benefited Properties shall be the Developer's Maximum Reimbursement Amount (defined below).
  - c. To the extent allowed by law, the City shall require the owners and developers of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City their appropriate share of allocated costs pursuant to this Agreement, prior to granting any development, subdivision, site plan or other similar approval and prior to the City issuing any building permit associated with such approval, with respect to the Benefited Properties. To this end, the City shall ensure that this Agreement is recorded with the

Davis County Recorder, as is necessary, to notify the Benefited Properties of said Agreement.

4. Reimbursement Payments.

a. Within thirty (30) days after collection of any allocated costs from the owners and developers of the Benefited Properties as set forth herein, the City shall pay such collected amounts (subject to the provisions set forth in Section 5 below) as a reimbursement payment to Developer, until the Developer's Maximum Reimbursement Amount has been paid in full. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement payment to Developer until such funds are actually received by City. The parties acknowledge, understand and agree that the City is not directly responsible or liable for any reimbursement payment to Developer, other than to account for sums received as set forth in this Agreement.

b. No reimbursement shall be due to Developer until:

i) The applicable Improvements have been fully installed, inspected, and approved by the City, and the Improvements have been dedicated to the City by lawful conveyance through plat; and

ii) Developer has submitted the documentation required by this Agreement evidencing Developer's Actual Costs of the Improvements.

c. Developer agrees to accept those funds collected by the City pursuant to this Agreement as full and final payment under this Agreement after the City has made reasonable, good faith efforts to collect such funds as set forth in this Agreement. Further, Developer agrees to hold the City harmless for any allocated costs which are not collected, provided the City has made reasonable, good faith efforts (as determined by the City) to collect such allocated costs as set forth in this Agreement.

5. Reimbursement Amount.

a. Maximum Reimbursement.

i) The "Developer's Maximum Reimbursement Amount" for the Improvements shall be that amount which is equal to sixty-five percent (65%) of Developer's Actual Costs for street and water Improvements (not including sewer, storm water or land acquisition costs).

ii) "Developer's Actual Costs" means all costs actually incurred or expended by Developer to construct or install the street and water Improvements, including but not limited to the cost of materials, as well as costs and fees for general contractors, engineers, surveyors, construction management and inspection, and other similar or related costs.

iii) “Developer’s Responsibility” means that amount which is equal to thirty-five (35%) of Developer’s Actual Costs.

iv) Developer shall provide to the City documentation, reasonably acceptable to the City, demonstrating Developer’s Actual Costs. Documentation may include: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and any other similar information.

b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

6. Ownership of Improvements. The City shall own the Improvements, including lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) satisfactory inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Improvements once they are completed by Developer and initially accepted by the City, following a satisfactory intermediate inspection and subject to any applicable warranty periods. Routine maintenance by the City shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code.

7. Term of Agreement. This Agreement shall terminate at such time as the total reimbursement paid to Developer reaches the Developer’s Maximum Reimbursement Amount set forth herein, or thirty (30) years after the City’s final (if there are more than one) written acceptance of the Improvements, whichever occurs first. The Developer specifically agrees to accept the funds in fact collected by the City during the term of this Agreement as full and final payment under this Agreement and to hold the City harmless for any of the allocated costs which aren’t collected, provided reasonable, good faith efforts (as determined by the City) to do so have been made by the City pursuant to this Agreement.

8. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards.

9. Assignment. Neither party may assign this Agreement, nor any of its provisions, terms or conditions to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of the other party to this Agreement.

10. No Third-Party Rights. This Agreement does not confer any rights or benefits to third parties.

11. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to reimbursement to Developer for the Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or

understandings between the Parties with regard to such reimbursements.

12. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective officers, managers, employees, representatives, agents, members, successors, and assigns.

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

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

15. Controlling Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Davis County, Utah.

16. Representations.

- (a) City represents and warrants to Developer that (i) City has power and authority to enter into and be bound by this Agreement; (ii) the individual(s) executing this Agreement on behalf of City are duly authorized and empowered to bind the City; and (iii) this Agreement is valid, binding and enforceable against the City in accordance with its terms.
- (b) Developer represents and warrants to City that (i) Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding and enforceable against Developer in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CLEARFIELD CITY**  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Mark R. Shepherd, Mayor

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
City Attorney

**IRONWOOD DEVELOPMENT GROUP, L.C.**  
a Utah limited liability company

By:

By: \_\_\_\_\_  
Jeff Jackson, Manager

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Jeff Jackson, the Manager of IRONWOOD DEVELOPMENT GROUP, L.C., a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Mark R. Shepherd, the Mayor of CLEARFIELD CITY, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT “A”**

**Depot Street Improvement Drawing**

## EXHIBIT "B"

### List of Benefited Properties

<b>Benefited Properties</b>	<b>Acres</b>	<b>Percentage of Developer's Maximum Reimbursement Amount</b>
12-066-0137	68.19	89.43%
12-067-0139	1.81	2.37%
12-067-0137	0.84	1.10%
12-067-0140	1.70	2.23%
12-067-0058	1.10	1.44%
12-067-0059	1.09	1.43%
12-067-0154	1.52	1.99%

EXHIBIT "E"

SURPLUS PROPERTY

Part of the Northwest Quarter of Section 12, Township 4 North, Range 2 West of the Salt Lake Base and Meridian described as follows:

Commencing at a Brass Cap monumenting the North Quarter Corner of Section 12, Township 4 North, Range 2 West of the Salt Lake Base and Meridian thence N89°48'25"W 553.41 feet (Basis of Bearing) along the north line of the Northwest Quarter of said Section 12, thence S00°11'35"E 51.18 feet to a right of way monument at Station 240+13.71 55.00 feet right on the south right of way line of Highway 193 per Project S-0193(6)0 and the POINT OF BEGINNING and running

thence S00°11'35"W 787.64 feet;

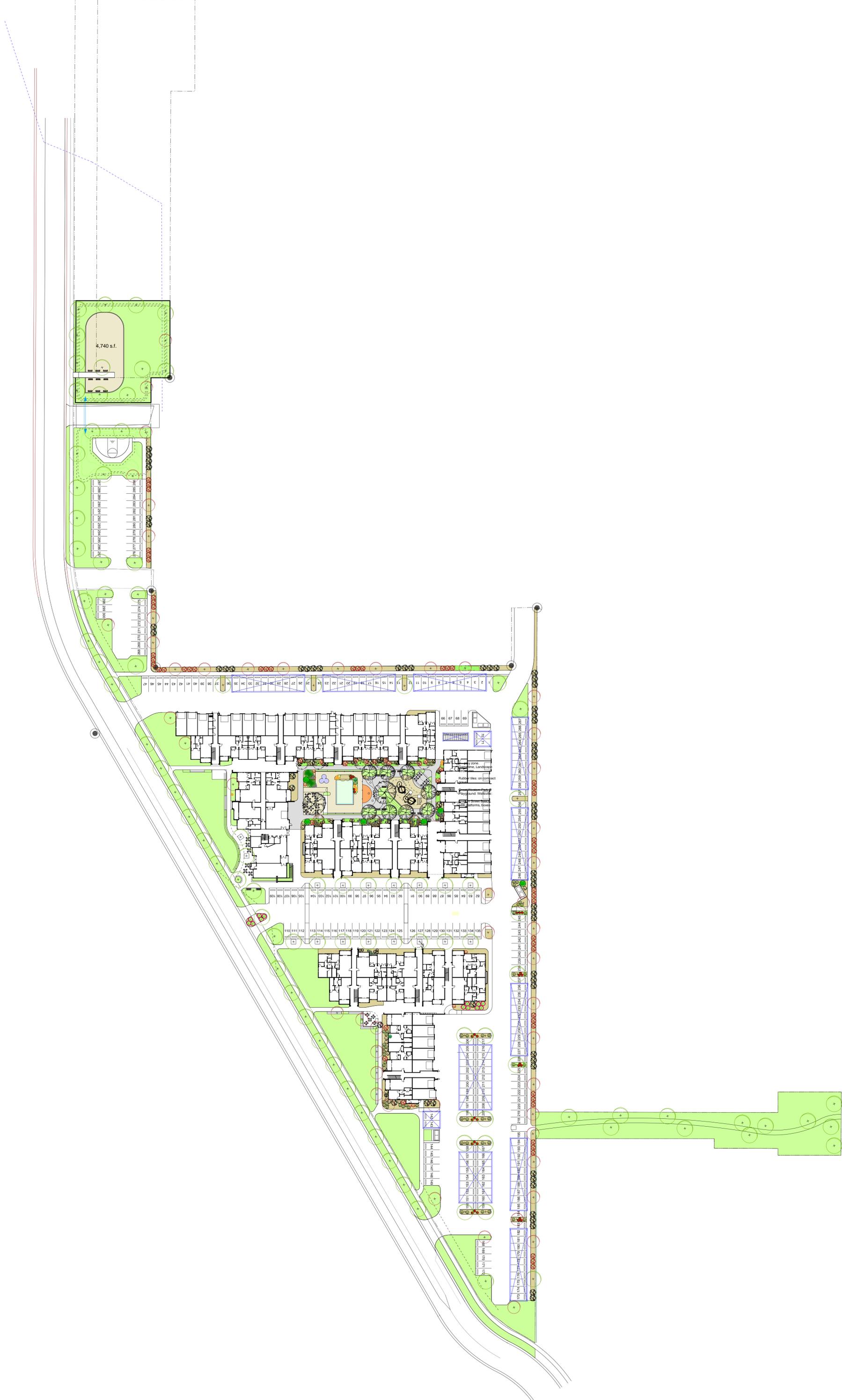
thence along the east right of way line of Depot Street the next two courses:

- 1) thence 120.17 feet along a curve to the right with a radius of 252.00 feet, a central angle of 27°19'17" (center bears N62°51'39"E) and a chord that bears N13°28'42"W 119.03 feet
- 2) thence N 00°10'56" E 648.94 feet;

thence 35.96 feet along a curve to the right with a radius of 23.00 feet, a central angle of 89°34'39" and a chord that bears N44°58'16" E 32.41 feet to the south right of way line of Highway 193 per Project S-0193(6)0;

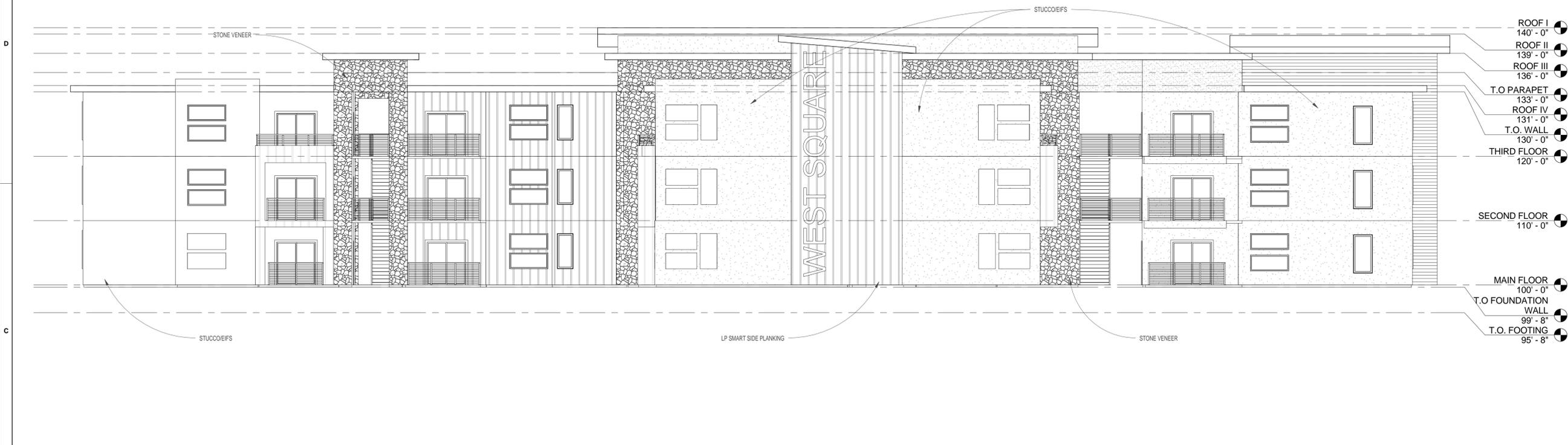
thence N 89°45'35" E 5.43 feet along said right of way line to the point of beginning,

containing 0.48 acres.



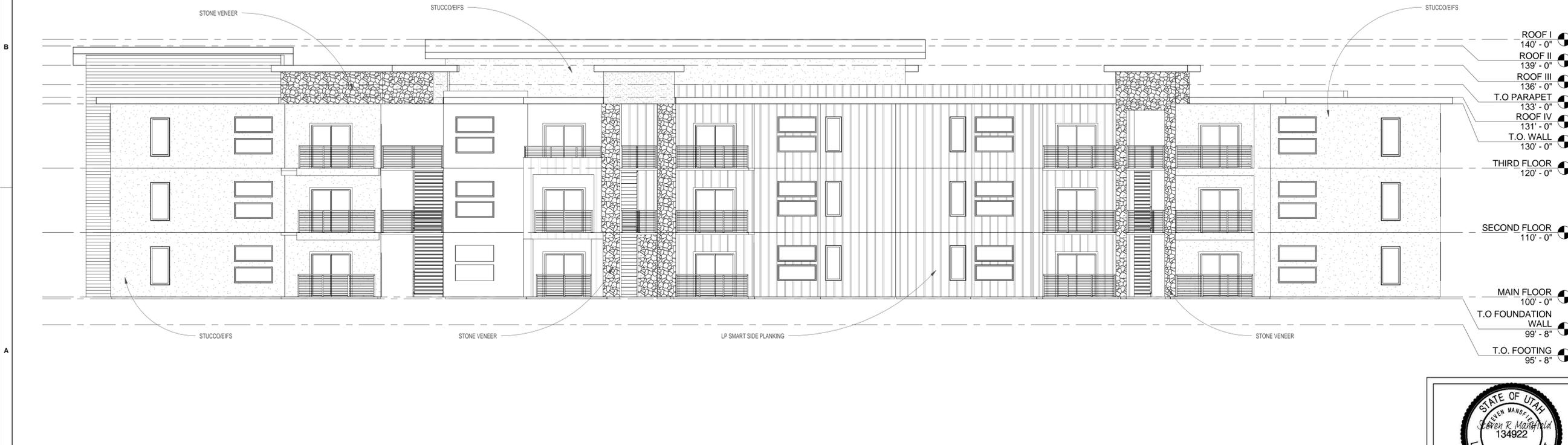
# Ironwood Construction

## WEST SQUARE APTS



C1 SOUTH BUILDING - SOUTH ELEVATION

1/8" = 1'-0"

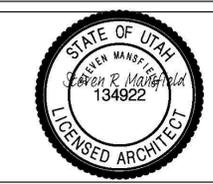


2 SOUTH BUILDING - NORTH ELEVATION

1/8" = 1'-0"

Sheet Revision Schedule	
#	Date

PROJECT NUMBER	
SET ISSUE DATE	
CURRENT SET REVISION	
DRAWN BY	Author
CHECKED BY	Checker
APPROVED BY	Approver
SHEET COUNT	OF



SOUTH BUILDING - ELEVATIONS

A202

Scale 1/8" = 1'-0"

# Staff Report



To: Mayor Shepherd and City Council Members  
From: JJ Allen, Assistant City Manager  
Date: December 3, 2015  
Re: Depot Street Reimbursement Agreement

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## **I. RECOMMENDED ACTION**

Approve the Depot Street Reimbursement Agreement with Ironwood Development Group, L.C., and authorize the Mayor's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

The plat for the West Square Subdivision includes the extension of Depot Street for the length of the West Square property. However, West Square is not the only property that will benefit from this street, especially when it connects to Clearfield Station. Consequently, the Developer (Ironwood) has requested that a reimbursement agreement be utilized to collect a payment from the future developers of the properties that will benefit from the improvements (benefited properties).

The Agreement sets West Square's share of the total water and street improvement costs at 35%, leaving 65% to be reimbursed by the developers of the benefited properties at the time that they develop (allocated by acreage). Given the size of the Clearfield Station property, it will bear the largest reimbursement burden.

The term of the Agreement is 30 years, meaning that if a property does not develop until after the Agreement has expired, they will no longer be obligated to reimburse Ironwood. To help ensure that the benefited properties pay their share, the Agreement will be recorded on the benefited properties. The City will collect the corresponding reimbursement amount when a benefited property develops, and then forward the payment on to Ironwood.

The Council may recall that a reimbursement agreement was approved in 2014, to the benefit of Clearfield Station. At the time, everyone expected that Clearfield Station would be moving forward quickly, and that they would "pioneer" Depot Street. That has obviously not been the case, and West Square is ready to commence their project. The good news is that the agreement with Clearfield Station was never executed by either party, and can be considered invalid. The developers of Clearfield Station (the Thackeray Garn Company) have been notified of this new reimbursement agreement. In any case, it probably works to Clearfield Station's financial advantage for Depot Street to be pioneered by West Square, even if Clearfield Station must later pay its share.

### **III. IMPACT**

#### **a. Fiscal**

This Reimbursement Agreement will have no direct fiscal impact on the City.

#### **b. Operations / Service Delivery**

The City will assume a small administrative burden to ensure that a benefited property pays its share of the Depot Street costs at the time that it develops.

### **IV. SCHEDULE / TIME CONSTRAINTS**

This Agreement will need to be executed prior to the construction of Depot Street, and the Developer will be ready to move forward with construction within the next few months.

### **V. LIST OF ATTACHMENTS**

- Depot Street Reimbursement Agreement (with attachments)

## **REIMBURSEMENT AGREEMENT FOR PROJECT IMPROVEMENTS**

This Reimbursement Agreement for Project Improvements (“Agreement”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between IRONWOOD DEVELOPMENT GROUP, L.C., a Utah limited liability company (“Developer”), and CLEARFIELD CITY, a Utah municipal corporation and political subdivision of the State of Utah (“City”). As used herein, Developer and City may be referred to collectively as the “Parties”.

### **RECITALS**

WHEREAS, Developer and City have entered into that certain Development Agreement for the West Square Project dated \_\_\_\_\_, 2015 (the “Development Agreement”), regarding the development of that certain real property, comprising approximately eight and 82/100 (8.82) acres, in Clearfield, Davis County, Utah (the “Property”), as such Property is more particularly described in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer has certain obligations with respect to, among other things, the construction of an extension of Depot Street; and

WHEREAS, the Parties agree that the Depot Street extension is necessary for the development of the Property and will provide a benefit to the owners and developers of the Benefited Properties (as defined herein), and that a proportionate share of the cost of the Depot Street extension should be allocated to the owners and developers of the Benefited Properties; and

WHEREAS, Developer desires to be reimbursed for a portion of its costs associated with the construction of the Depot Street extension by the owners and developers of the Benefited Properties, none of whom are currently participating in the cost of such improvements; and

WHEREAS, pursuant to the Development Agreement, City and Developer agreed to enter into a reimbursement agreement directing and authorizing the City to collect from the owners and developers of the Benefited Properties a payment, to be collected in order to provide reimbursement for an equitable portion of construction expenses in connection with the Depot Street extension; and

WHEREAS, City and Developer desire to enter into this Agreement to set forth the terms and conditions by which Developer may be reimbursed for a portion of its costs associated with the construction of the Depot Street extension.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
  
2. Developer's Obligations.
  - a. Developer shall, in accordance with the final plat for the West Square Project and subject to the terms and conditions of the Development Agreement, construct and install or cause to be constructed and installed the improvements comprising the Depot Street extension, as such improvements are generally described in the Depot Street Improvements Drawing dated Sep 06, 2015, attached hereto as Exhibit "A" and incorporated herein (all such improvements are collectively referred to herein as the "Improvements").
  
  - b. Via the final plat for the West Square Project, Developer shall dedicate the Improvements to the City, and comply with all requirements of the City's subdivision ordinance regarding the construction, inspection, and warranty of the Improvements.
  
  - c. Developer understands and agrees that the Improvements will not be reimbursable unless they are approved by the City in accordance with the Development Agreement.
  
3. Cost Allocation and Collection from Owners and Developers of the Benefited Properties for Improvements.
  - a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Improvements are limited to those properties identified in the attached Exhibit "B" (the "Benefited Properties"), and cost allocation and collection shall be limited to only those properties, their owners and developers.
  
  - b. The City shall allocate to each of the owners and developers of the Benefited Properties, for reimbursement to Developer, a percentage of Developer's Maximum Reimbursement Amount (as defined below), determined by dividing the number of acres of such owner's or developer's property included within the Benefited Properties by the total number of acres comprising the Benefited Properties. The percentage allocations to the owners and developers of the Benefited Properties are set forth in Exhibit "B". The total costs to be allocated to the owners and developers of the Benefited Properties shall be the Developer's Maximum Reimbursement Amount (defined below).
  
  - c. To the extent allowed by law, the City shall require the owners and developers of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City their appropriate share of allocated costs pursuant to this Agreement, prior to granting any development, subdivision, site plan or other similar approval and prior to the City issuing any building permit associated with such approval, with respect to the Benefited Properties. To this end, the City shall ensure that this Agreement is recorded with the

Davis County Recorder, as is necessary, to notify the Benefited Properties of said Agreement.

4. Reimbursement Payments.

a. Within thirty (30) days after collection of any allocated costs from the owners and developers of the Benefited Properties as set forth herein, the City shall pay such collected amounts (subject to the provisions set forth in Section 5 below) as a reimbursement payment to Developer, until the Developer's Maximum Reimbursement Amount has been paid in full. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement payment to Developer until such funds are actually received by City. The parties acknowledge, understand and agree that the City is not directly responsible or liable for any reimbursement payment to Developer, other than to account for sums received as set forth in this Agreement.

b. No reimbursement shall be due to Developer until:

i) The applicable Improvements have been fully installed, inspected, and approved by the City, and the Improvements have been dedicated to the City by lawful conveyance through plat; and

ii) Developer has submitted the documentation required by this Agreement evidencing Developer's Actual Costs of the Improvements.

c. Developer agrees to accept those funds collected by the City pursuant to this Agreement as full and final payment under this Agreement after the City has made reasonable, good faith efforts to collect such funds as set forth in this Agreement. Further, Developer agrees to hold the City harmless for any allocated costs which are not collected, provided the City has made reasonable, good faith efforts (as determined by the City) to collect such allocated costs as set forth in this Agreement.

5. Reimbursement Amount.

a. Maximum Reimbursement.

i) The "Developer's Maximum Reimbursement Amount" for the Improvements shall be that amount which is equal to sixty-five percent (65%) of Developer's Actual Costs for street and water Improvements (not including sewer, storm water or land acquisition costs).

ii) "Developer's Actual Costs" means all costs actually incurred or expended by Developer to construct or install the street and water Improvements, including but not limited to the cost of materials, as well as costs and fees for general contractors, engineers, surveyors, construction management and inspection, and other similar or related costs.

iii) “Developer’s Responsibility” means that amount which is equal to thirty-five (35%) of Developer’s Actual Costs.

iv) Developer shall provide to the City documentation, reasonably acceptable to the City, demonstrating Developer’s Actual Costs. Documentation may include: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and any other similar information.

b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

6. Ownership of Improvements. The City shall own the Improvements, including lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) satisfactory inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Improvements once they are completed by Developer and initially accepted by the City, following a satisfactory intermediate inspection and subject to any applicable warranty periods. Routine maintenance by the City shall commence following the City’s satisfactory “intermediate inspection” as set forth in Title 12, Chapter 9 of the Clearfield City Code.

7. Term of Agreement. This Agreement shall terminate at such time as the total reimbursement paid to Developer reaches the Developer’s Maximum Reimbursement Amount set forth herein, or thirty (30) years after the City’s final (if there are more than one) written acceptance of the Improvements, whichever occurs first. The Developer specifically agrees to accept the funds in fact collected by the City during the term of this Agreement as full and final payment under this Agreement and to hold the City harmless for any of the allocated costs which aren’t collected, provided reasonable, good faith efforts (as determined by the City) to do so have been made by the City pursuant to this Agreement.

8. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards.

9. Assignment. Neither party may assign this Agreement, nor any of its provisions, terms or conditions to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of the other party to this Agreement.

10. No Third-Party Rights. This Agreement does not confer any rights or benefits to third parties.

11. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to reimbursement to Developer for the Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or

understandings between the Parties with regard to such reimbursements.

12. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective officers, managers, employees, representatives, agents, members, successors, and assigns.

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

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

15. Controlling Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Davis County, Utah.

16. Representations.

- (a) City represents and warrants to Developer that (i) City has power and authority to enter into and be bound by this Agreement; (ii) the individual(s) executing this Agreement on behalf of City are duly authorized and empowered to bind the City; and (iii) this Agreement is valid, binding and enforceable against the City in accordance with its terms.
- (b) Developer represents and warrants to City that (i) Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding and enforceable against Developer in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CLEARFIELD CITY**  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Mark R. Shepherd, Mayor

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
City Attorney

**IRONWOOD DEVELOPMENT GROUP, L.C.**  
a Utah limited liability company

By:

By: \_\_\_\_\_  
Jeff Jackson, Manager

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Jeff Jackson, the Manager of IRONWOOD DEVELOPMENT GROUP, L.C., a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

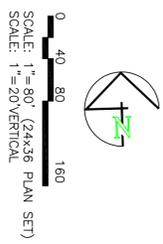
STATE OF UTAH )  
 )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Mark R. Shepherd, the Mayor of CLEARFIELD CITY, a Utah municipal corporation.

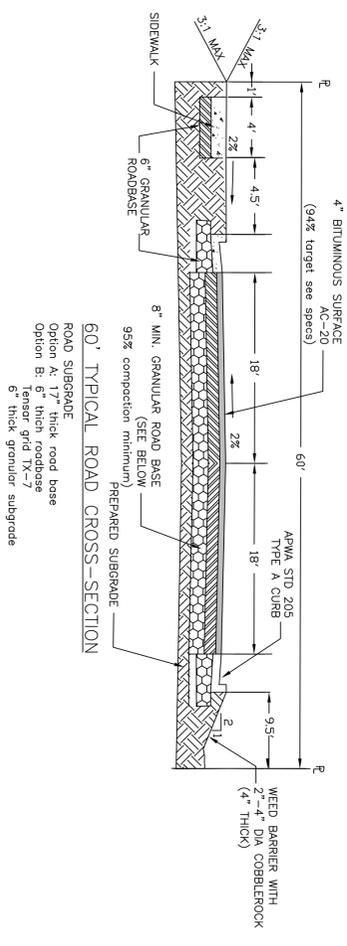
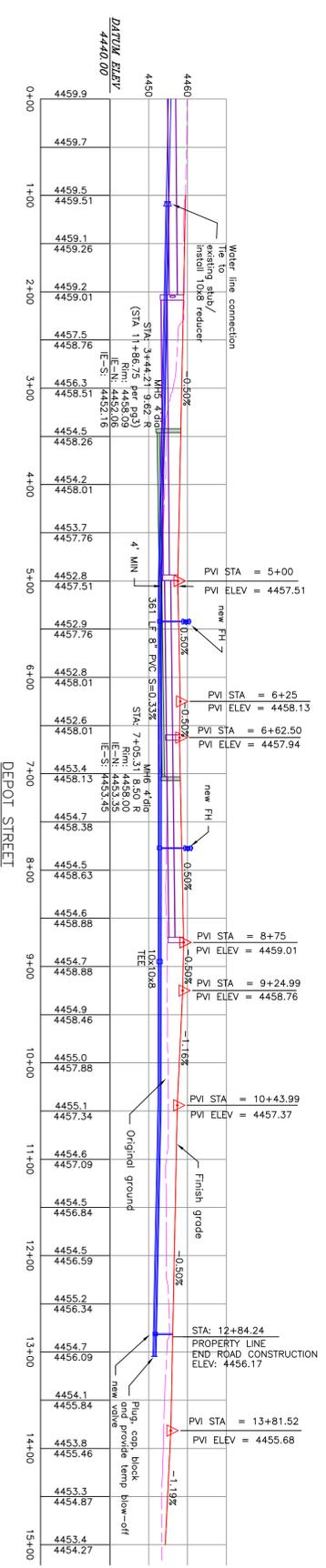
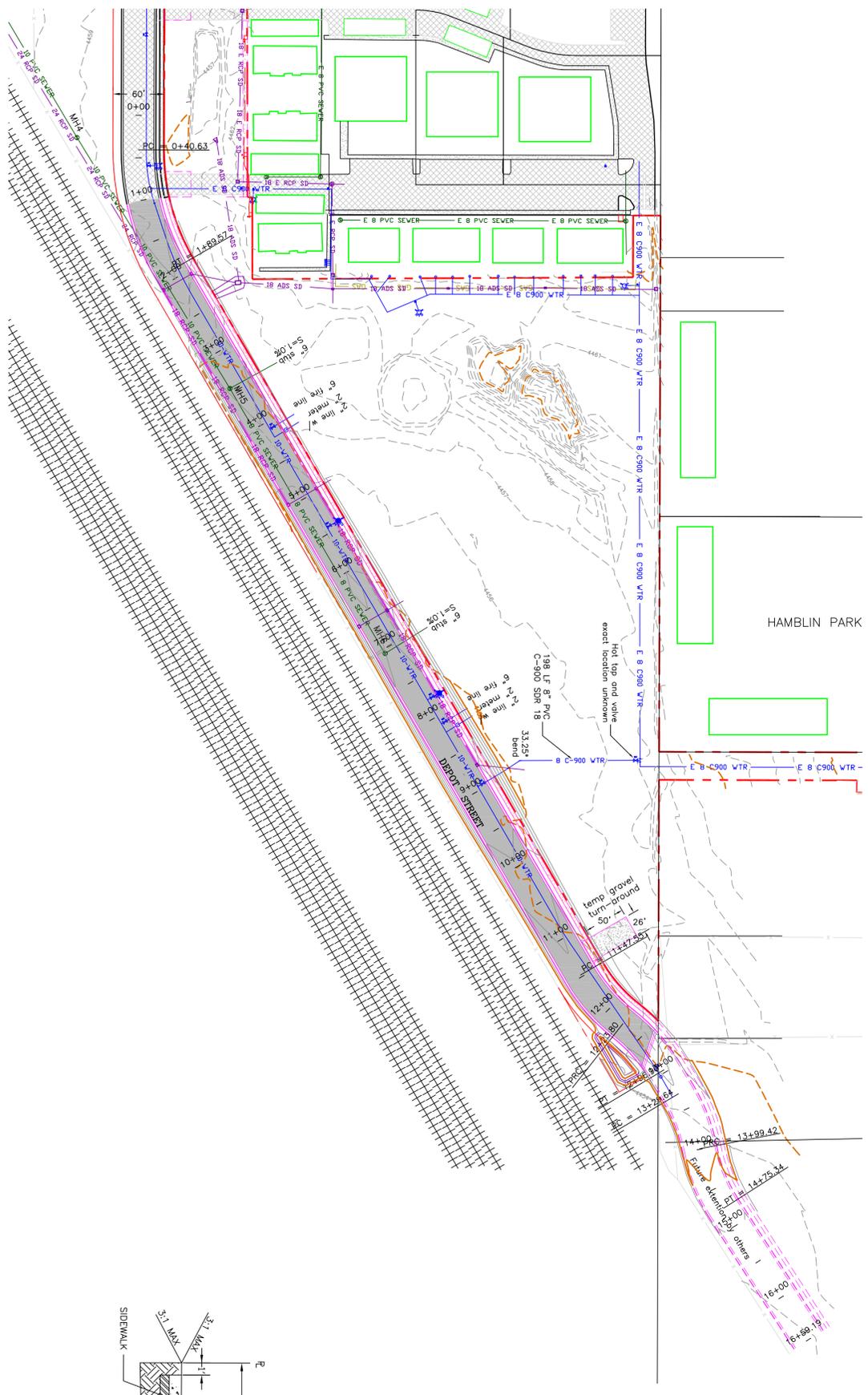
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**Depot Street Improvement Drawing**



**WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,  
 RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH  
**DEPOT STREET PLAN**



**LEGEND**

	BOUNDARY LINE
	EXISTING EASEMENT
	EXISTING FENCE
	EXISTING SEWER AS LABELED
	EXISTING WATER AS LABELED
	EXISTING STORM AS LABELED
	EXISTING GAS
	EXISTING POWER
	EXISTING CONCRETE
	EXISTING ASPHALT
	EXISTING MNR CONTOUR (1')
	EXISTING MNR CONTOUR (5')
	NEW PVC C-900 DR18 WATER AS LABELED
	NEW PVC SDR 35 SEWER AS LABELED
	NEW STORM AS LABELED
	NEW CONCRETE
	NEW ASPHALT
	PROPOSED MNR CONTOUR (1')
	PROPOSED MNR CONTOUR (5')

DATE: MARCH 2015  
 DRAWING

PROJECT TITLE: **WEST SQUARE**  
 PART OF THE NORTHWEST QUARTER OF SECTION 12,  
 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE  
 BASELINE AND MERIDIAN  
 CLEARFIELD CITY,  
 DAVIS COUNTY, UTAH

DRAWING TITLE: **DEPOT STREET PLAN**

No.	REVISIONS / SUBMISSIONS	DATE

REVIEWED: \_\_\_\_\_ DRAWN: \_\_\_\_\_  
 CAD FILE: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

OWNER:  
 IRONWOOD DEVELOPMENT  
 50 EAST 2500 NORTH SUITE 101  
 NORTH LOGAN, UTAH 84341

**AE ALLIANCE CONSULTING ENGINEERS**  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435)755-5121  
 alliancelogan@yahoo.com





## EXHIBIT "B"

### List of Benefited Properties

<b>Benefited Properties</b>	<b>Acres</b>	<b>Percentage of Developer's Maximum Reimbursement Amount</b>
12-066-0137	68.19	89.43%
12-067-0139	1.81	2.37%
12-067-0137	0.84	1.10%
12-067-0140	1.70	2.23%
12-067-0058	1.10	1.44%
12-067-0059	1.09	1.43%
12-067-0154	1.52	1.99%

# **CLEARFIELD CITY ORDINANCE 2015-20**

## **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. Staff is recommending adjustments be made to the building rental fees.

### **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:

**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 8<sup>th</sup> day of December, 2015, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

---

Mark R. Shepherd, Mayor

ATTEST

---

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

## 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			
Each Additional Unit	\$12.42	\$12.61	\$12.86

#### **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.	\$0.005172	0.005275	\$0.005381
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Fire Protection Standby Charge:

Sprinkling system standby charge per diameter inch of main pipe supply	\$3.06	\$3.12	\$3.18
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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	\$79.24	\$80.82	\$82.44
9 or more employees, charged at 2.0" meter size	\$104.04	\$106.12	\$108.24

**Sanitary Sewer**

**Residential**

		2013	2014	2015
Single Family	Clearfield City		\$11.44	\$11.66
	North Davis Sewer District		\$9.50	\$12.50
	Clearfield City	beginning July 1	\$11.25	\$11.66
	North Davis Sewer District		\$8.00	\$15.50

Multi-Unit

All Units	Clearfield City	beginning Jan 1	\$7.98	\$8.17
	North Davis Sewer District		\$9.50	\$12.50
	Clearfield City	beginning July 1	\$7.82	\$7.98
	North Davis Sewer District		\$9.50	\$15.50

**Commercial/Industrial/Institutional/Dormitory**

Metered Base Rate

Clearfield City	beginning Jan 1		\$13.71	\$13.92
	North Davis Sewer District		\$9.50	\$12.50
Clearfield City	beginning July 1	\$13.49	\$13.71	\$13.92
	North Davis Sewer District	\$9.50	\$12.50	\$15.50

Consumption fee per 1,000 gallons

Clearfield City	beginning Jan 1		\$0.60	\$0.65
	North Davis Sewer District		\$0.95	\$1.25
Clearfield City	beginning July 1	\$0.50	\$0.60	\$0.65
	North Davis Sewer District	\$0.95	\$1.25	\$1.55

Note: North Davis Sewer District charges are set by the sewer district and not Clearfield City. These rates may change.

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

Commercial Monthly Base Fee

Commercial Monthly Base Fee + \$1.00/employee

**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

**2013**

**2014**

**2015**

\$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 & oil interceptor

30% with maximum release of 0.20 cfs/ac within a landscaped area or a retention basin within a

20% with maximum release of 0.20 cfs/ac within an impervious surface area on the site or within a

\$4.61/ESU

\$4.75/ESU

\$4.89/ESU

**Residential Solid Waste (Garbage) & Recyclables**

Base fee--1st trash container

Each additional trash container

First recycle container

Each additional recycle container

\$15.25

\$7.00

\$15.25

\$7.00

\$14.75

\$7.50

\$3.90

\$3.90

**Utility Taxes**

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

**Misc. Fees**

Refundable security deposit

Utility Service Fee-disconnect/reconnect fee

\$120.00

\$25.00

\$120.00

\$25.00

\$120.00

\$35.00

Late Fee  
Administrative fine for violations of Title 9

**RECREATION FEES:**

**Park Rental Fees:**

	<b>Resident</b>	<b>Non-resident</b>
\$25 refundable cleaning deposit due at the time of rental		
Picnic shelter	\$15.00	\$35.00
Amphitheater (per hour)	\$10.00	\$10.00

**Athletic Field / Facility Usage Fees:**

	<b>SINGLE USE TOURNAMENT</b>	
Refundable cleaning deposit due at the time of rental	\$100	\$250
	<b>PRIORITY GROUP A</b>	<b>GROUP B</b>
Baseball/Softball Field Usage fee (per hour per field)	\$10.00	\$20.00
Soccer Field Rental (per hour)	\$12.00	\$24.00
Lights (per hour per field)	\$20.00	\$20.00
Baseball/Softball Field preparation Mon-Fri (per field)	\$25.00	\$25.00
Baseball/Softball Field preparation Sat-Sun (per field)	\$40.00	\$40.00
Soccer Prep Field Preparation Mon-Fri (per field, practice fields)	\$40.00	\$40.00
Soccer Prep Field Preparation Saturdays (per field, practice fields)	\$60.00	\$60.00
Weekly fee for game field preparation (per field)	\$5.00	\$5.00
Scoreboard (per field)	\$10.00	\$10.00
Supervisor in charge of scoreboard (per hour)	\$12.00	\$12.00

**July 4th Booth Fees:**

	<b>All vendors</b>
Shaded booth, no electricity	\$80.00
Shaded booth, non-food w/electricity	\$110.00
Shaded booth, w/electricity food vendor	\$110.00
Food vendor with own trailer w/electricity	\$100.00
Each additional electrical outlet	\$10.00

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

Contact Community Services Department

**AQUATIC CENTER FEES:**

Membership fees may be altered in conjunction with marketing efforts to allow for the effective promotion of the Clearfield Aquatic Center with the approval of the Community Services Director.

**(All fees include tax)**

**Daily Admission**

Child 3 and under	\$1.00
Youth 4-17	\$3.00

Adult 18-59	\$5.50
Senior 60+	\$3.00

**Annual Membership fees**

	<b>Resident</b>	<b>Non-Resident</b>
Membership rates includes tax		
Child 4-12	\$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

**Corporate/Business Annual Membership Group Discount Rates**

		<b>10-19 Members</b>	<b>20+ Members</b>	
		<b>5% Discount</b>	<b>10% Discount</b>	
<b>RESIDENT BUSINESSES</b>				
Senior		\$166.25	\$157.50	
Adult		\$256.50	\$243.00	
Sr. Couple		\$256.50	\$243.00	
Adult Couple		\$332.50	\$315.00	
Family		\$427.50	\$405.00	
<b>NON RESIDENT BUSINESSES</b>				
	<b>5-9 Members</b>	<b>10-14 Members</b>	<b>15-19 Members</b>	<b>20-24 Members</b>
	<b>5% Discount</b>	<b>10% Discount</b>	<b>15% Discount</b>	<b>20% Discount</b>
Senior	\$265.50	\$243.00	\$229.50	\$216.00
Adult	\$380.00	\$360.00	\$340.00	\$320.00
Sr. Couple	\$380.00	\$360.00	\$340.00	\$320.00
Adult Couple	\$498.75	\$472.50	\$446.25	\$420.00
Family	\$608.00	\$576.00	\$544.00	\$512.00

**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**

	<b>Resident</b>	<b>Non-resident</b>
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:**

	<b>Per hour</b>
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 (Includes 45 minutes in party room, 8 children, 2 adults)	\$75.00
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 - One hundred eighty (180) 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
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Renewal	\$64
<b>Class E - Temporary Special Event</b>	
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 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	50 % of the total amount due
Engaging in business without a license	\$50

**Amended License**

Processing Fee	\$5
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**Business License Appeal**

Fee	\$75
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**POLICE**

Copy of Police Report	\$10.00	(was \$5.00)
1st copy to those involved	No Cost	
Tape or CD with photos or video	\$25.00	
Fingerprinting (resident)	\$10.00	
Fingerprinting (non-resident)	\$15.00	
BCI Background check	\$15.00	

**Alarm's**

Failing to have a responsible person respond on alarm	\$25.00
False Alarms per quarter of a calender year outside of a 24 hr period	
(A) Third alarm	\$50.00
(B) Fourth alarm	\$75.00
( C ) Fifth alarm	\$100.00

**Registration Fee**

Sex Offender Yearly Registration	\$25.00
Sex Offender DNA collection	\$25.00
Contract Services for Police Officers	\$58.00 hour 2 hour minimum

**GRAMA FEES:**

Copy cost per side	\$0.25
Certified copies per page	\$2.00
Copy of a audio recording of minutes	\$3.00
Compilation time per hour	\$14.00
Police reports	\$10.00
Budget copies	\$5.00
Land Use Plans (General Plan)	\$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 recods 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:**

	Per City Engineer Hourly Rates
Engineering Fees	
Site Plan Review	\$500 plus Engineering
Administrative Site Plan Review	\$400 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	\$150 plus Independent Legal Fees
Recording Fees	Paid directly to Davis County Recorder
Permanent Sign Permit	\$50 plus Inspection Fees
Temporary Sign Permit	\$20
Variance	\$250 plus Engineering
Zoning Verification Letters	\$75

**GIS Data Pricing**

Parcel Layer	\$50.00
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Street (Centerline) Layer	\$50.00
Zoning Layer	\$50.00
Any other GIS or CAD Layers	\$20.00 each
Aerial Photography	\$90.0/sq. mi.
Special Projects	\$50.00 per hour
Hard copy color maps	\$1.00 / Sq. Ft.

**CODE ENFORCEMENT FEES:**

Restoration Permit	First - \$25 / Second - \$50
Abatement Administration Fee	\$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

**Landscape 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**

	<b>Cost</b>	<b>Installation Fee</b>
5/8" x 3/4" Meter	\$208	\$25
1" Meter	\$292	\$25
1-1/2" Meter	\$530	\$25
2" Meter	\$700	\$25
2" Compound Series Meter w/2 Orion Transmitters	\$1,945	Per City Public Works Hourly Rate
3" Compound Series Meter w/2 Orion Transmitters	\$2,263	Per City Public Works Hourly Rate

4" Compound Series Meter w/2 Orion Transmitters	\$3,528	Per City Public Works Hourly Rate
6" Compound Series Meter w/2 Orion Transmitters	\$4,927	Per City Public Works Hourly Rate
1-1/2" Turbine Meter	\$800	Per City Public Works Hourly Rate
2" Turbine Meter	\$875	Per City Public Works Hourly Rate
3" Turbine Meter	\$987	Per City Public Works Hourly Rate
4" Turbine Meter	\$1,448	Per City Public Works Hourly Rate
6" Turbine Meter	\$3,413	Per City Public Works Hourly Rate

**Telecommunications franchise application fee** \$500

**Sewer Connection Fees**

Each connection to the city sanitary sewer system including each new \$500  
 Additional connection fee per lot within the subdivision, mobile home \$25

**Building Permit - New Construction Water Fee**

Fee for water usage during construction of new residential units, fee charged per unit \$50

**DEVELOPMENT IMPACT FEES:**

**Residential**

	2011	2012
Single Family (includes attached & detached)		
Park and Recreation Impact Fee	\$853	\$2,339
Storm water	\$1,396	\$1,432
Water	\$3,726	\$3,822
Sewer	\$2,019	\$2,072
All Others (per housing unit)		
Park and Recreation Impact Fee	\$604	\$1,441
Storm water	\$1,396	\$1,432
Water	\$3,726	\$3,822
Sewer	\$2,019	\$2,072

**Non-residential**

Storm water per ESU (1 ESU = 2,700 sq. ft. of impervious surface)	2011	2012
If there is storm water detention onsite, the fee is reduced if the detention area is:	\$1,396	\$1,432
Paved - 20% reduction		
Grassed - 30% reduction		
Sand & Oil Interceptor - 50% reduction		

Water Impact (per water meter size*)	2011	2012
0.75	\$3,726	\$3,822
1.00	\$9,315	\$9,556

1.50	\$18,630	\$19,112
2.00	\$29,809	\$30,579
3.00	\$55,891	\$57,336
4.00	\$93,152	\$95,559

Sewer Impact (per water meter size*)	<b>2011</b>	<b>2012</b>
0.75	\$2,019	\$2,072
1.00	\$5,049	\$5,179
1.50	\$10,097	\$10,358
2.00	\$16,155	\$16,573
3.00	\$30,291	\$31,074
4.00	\$50,485	\$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

**DOG LICENSES**

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

**FIRE HYDRANT METERS**

Short Term Meter (3 days or less)	\$8.00 + usage charges
Long Term Meter (4 or more days)	\$30/month + usage charges
Lost, broken or damaged meter	\$1,100.00

**NEIGHBORHOOD DUMPSTERS**

Deposit (applied to resident's acct when charges are billed)	\$75.00
Delivery & picking-up	\$77.80 + fuel surcharge
Tipping Charge	\$26 / ton

Discounts may be available. Please contact the City for details.

**CEMETERY FEES**

	<b>Resident</b>	<b>Non-resident</b>
Plot - adult (includes perpetual upkeep)	\$450.00	\$950.00
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
Interment extra fee for evenings/weekends/holidays*	\$200.00	\$250.00
* Evening services are defined as those that are scheduled for 3:30pm or later.		
Disinterment	\$500.00	\$500.00
Cemetery Certificate transfer fee- resident to non-resident within 1 year of purchase	\$100.00	
All other certificate transfers	\$10.00	\$10.00
Gravesite Marker (for second and each additional time)	\$25.00	\$25.00

**BUILDING RENTAL FEES**

	<b>Resident</b>	<b>Non-resident</b>
Refundable cleaning & security deposit - no food	\$50.00	\$50.00
Refundable cleaning & security deposit - food served	\$250.00	\$250.00
Room Rental /hour (2-4 hrs) non-profit, government, commercial	\$35.00	\$50.00
Room Rental /hour (5-8 hrs) non-profit, government, commercial	\$31.50	\$45.00
Room Rental /hour (9-12 hrs) non-profit, government, commercial	\$28.00	\$40.00
Room Rental /hour (13+ hrs) non-profit, government, commercial	\$24.50	\$35.00
Theater & MP room pkg /hr (2-4 hrs) non-profit, government, commercial	\$50.00	\$70.00
Theater & MP room pkg /hr (5-8 hrs) non-profit, government, commercial	\$45.00	\$63.00
Theater & MP room pkg /hr (9-12 hrs) non-profit, government, commercial	\$40.00	\$56.00
Theater & MP room pkg /hr (13+ hrs) non-profit, government, commercial	\$35.00	\$50.00
Sound and lighting / per hour	\$20.00	\$20.00
Projector & screen / per hour	\$20.00	\$20.00

**LEGAL DEPARTMENT DISCOVERY FEES**

Copies (first 10 pages)	\$5.00
Copies (11 plus pages)	\$0.25/page
Photos (color copies)	\$2.00/page
DVDs/Video/Audio Recordings (Copies)	\$20.00/each

**MISCELLANEOUS**

Returned payment	\$20.00
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**THE CLEARFIELD CITY COUNCIL  
ACTING AS AN APPEAL AUTHORITY**

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PEARSON SPECIALTIES, LLC,  
OWNER, DAMON PEARSON

Appellant,

vs.

THE CLEARFIELD CITY  
PLANNING COMMISSION,  
Land Use Authority

Appellee.

**FINDINGS, CONCLUSIONS  
AND DETERMINATION**

RE: PLANNING COMMISSION'S  
DECISION ON CUP 1509-0003

Hearing Date: November 10, 2015

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This matter came before the Clearfield City Council on Tuesday, November 10, 2015 at Appellant's request. Pursuant to Title 11, Chapters 1 and 4, of the Clearfield City Code, the City Council is designated as the Appeal Authority for decisions reached by the Planning Commission as the land use authority on conditional use permit applications. While acting as said Appeal Authority, the Council puts aside its legislative responsibilities and functions in a quasi-judicial capacity. At the November 10<sup>th</sup> hearing, Appellant's position was presented by the owner of Pearson Specialties LLC, Damon Pearson. The position of Appellee was presented by the City's Development Services Manager, Mr. Spencer Brimley and Clearfield Assistant City Attorney, Jacob Fordham. The Clearfield City Attorney, Stuart E. Williams, served as legal counsel to the Appeal Authority throughout the hearing.

After considering the oral arguments of the parties, testimony of any witnesses, statements of interested parties, and all other evidence presented and reviewed in this matter,

acting as the Appeal Authority in a quasi-judicial capacity, the Clearfield City Council makes the following Findings of Fact, Conclusions of Law, and Determination:

### **FINDINGS OF FACT**

1. Appellant filed a timely appeal of the Planning Commission's decision made on October 7, 2015 regarding the approval of a conditional use permit (CUP 1509-0003) for a property located at approximately 1964 South 275 East, Clearfield City, Utah.
2. The Planning Commission granted Appellant's conditional use permit with five specific conditions placed to mitigate or eliminate potential detrimental impacts of Appellant's home occupation business being located within an R-1-8 Residential Single Family zone within Clearfield City.
3. Appellant's sole appeal of the Planning Commission approval of CUP 1509-0003 is specific to condition number five, which states "Business shall not operate as pawn or secondhand business, as defined in Clearfield City Code."
4. As a basis for Appellant's appeal, Appellant asserted that (a) "There was confusion amongst the commission members as to the definition of the term "gunsmith" as found in Pearson Specialties' business license application," and (b) "Pearson Specialties applied for our business license and CUP before the commission voted to limit further approvals of pawn or secondhand businesses."
5. Mr. Brimley conceded that the City Council's adoption of Ordinance 2015-17, which temporarily prohibits approving applications for, development, erection, construction, reconstruction, installation, alteration, or relocation of any pawnbrokers, pawn and/or secondhand businesses (as defined in the City's land use ordinance or business license ordinance) on commercially zoned property throughout the City occurred subsequent to the submittal of the business license application of Appellant, and thus Ordinance 2015-17 does not apply to Appellant's business license application.
6. Both Appellant and Mr. Brimley provided testimonial evidence consistent with the October 7, 2015 Planning Commission transcript and the record of evidence received by this Appeal Authority dated November 5, 2015 that demonstrates that significant discussion occurred between Appellant, the City, and the Planning Commission regarding the definition of the term "Gunsmith," and how the application of the City's Pawnbrokers Ordinance found in Clearfield City Code § 4-6-1 *et. seq.* and its reference and incorporation of Utah Code Ann. § 13-32a-101 *et. seq.* applied to the home occupation business application and conditional use permit being sought by Appellant.

## **CONCLUSIONS OF LAW**

1. Pursuant to Title 11, Chapter 1, Section 12 of the Clearfield City Code, a decision to grant a conditional use permit reached by the City's Planning Commission as the land use authority shall be valid if supported by substantial evidence and not illegal.
2. Pursuant to Title 11, Chapter 7, Section 1 of the Clearfield City Code, all real property within the City is divided into zones.
3. Appellant's address included on his business license application of 1964 South 275 East, Clearfield City, is located in the R-1-8 zone.
4. Pursuant to Title 11, Chapter 9B, Section 1 of the Clearfield City Code, while certain nonresidential uses that are compatible with residential development are anticipated and provided for, the R-1-8 residential zone is established to provide low to medium density residential neighborhoods for the encouragement and promotion of an environment for family life by producing an area for single-family detached dwellings on individual lots.
5. Pursuant to Title 11, Chapter 9B, Section 2 of the Clearfield City Code, a home occupation shall be permitted in the R-1-8 residential zone upon compliance with the requirements set for in the Clearfield City Code.
6. Pursuant to Title 4, Chapter 1, Section 1 of the Clearfield City Code, the term "Home Occupation" is any income producing use conducted entirely within a dwelling unit and carried on only by persons residing in that dwelling unit, which use is clearly incidental, secondary and compatible to the residential use of the building. In general, a home occupation is an accessory use so located and conducted, that the average neighbor, under normal conditions, would be unaware of its existence.
7. Pursuant to Title 11, Chapter 16, Section 1 of the Clearfield City Code, the purpose of the "Home Occupation" Chapter of the Clearfield City Code is to protect the residential character of the city's neighborhood from encroachment and impact of business and commercial activities that may take place in individual dwelling units.
8. Pursuant to Title 11, Chapter 16, Section 3 of the Clearfield City Code, a conditional use permit is required as a result of the proposed use of Appellant's garage in connection to his home occupation at 1964 South 275 East, Clearfield City, Utah.
9. The decision of the Planning Commission to impose the fifth condition on Appellant's CUP 1509-0003 that Appellant's "Business shall not operate as pawn or secondhand business, as defined in Clearfield City Code" is supported by substantial evidence and is not illegal.

**DETERMINATION**

Considering the evidence before it and given the specific pertinent and controlling provision of the Clearfield City’s Land Use Ordinance and Home Occupation Ordinance, the Clearfield City Council, acting in a quasi-judicial capacity as the Appeal Authority to a decision reached by the City’s Planning Commission as the land use authority on a conditional use permit application, makes the following determinations:

1. The decision reached by the Planning Commission on October 7, 2015 to place the fifth condition on the approval of Appellant’s CUP 1509-0003 that Appellant’s “Business shall not operate as pawn or secondhand business, as defined in Clearfield City Code” is supported by substantial evidence. The Planning Commission placed this specific condition in accordance with the Clearfield City Code to mitigate or eliminate the detrimental impacts a pawn or secondhand business would have if located and operated within an R-1-8 residential zone within the City.
2. The fifth condition issued by the Planning Commission during the approval of CUP 1509-0003, shall not be reversed or modified, and is hereby affirmed.
3. In accordance with these Findings, Conclusions and Determination, Appellant’s business shall not operate as pawn or secondhand business, as defined in Clearfield City Code.
4. The Clearfield City Council, acting in a quasi-judicial capacity as the Appeal Authority, makes no determination regarding the definition of the term “Gunsmith,” nor the application of any Federal, State, or City Ordinance as applied to the term “Gunsmith” and its application to Appellant’s home occupation business license.

THESE FINDINGS, CONCLUSIONS AND DETERMINATIONS BEING APPROVED BY THE CLEARFIELD CITY COUNCIL this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor Mark Shepherd  
Clearfield City Council

ATTEST:

\_\_\_\_\_  
Nancy R. Dean, City Recorder



CIVIL ENGINEERING CONSULTANTS, PLLC.

5141 South 1500 West  
Riverdale City, Utah 84405  
801-866-0550

17 November 2015

Clearfield City  
55 South State Street  
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council  
Proj: **Clearfield City Public Works & Parks Facilities Upgrade –  
Phase 1B Improvement Project**  
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mark Shepherd and Council Members,

The “Bid Opening” for the above referenced project was conducted this afternoon. The lowest responsible bidder is Brinkerhoff Excavating of Farr West, Utah.

Enclosed are the “Bid Results” and “Bid Proposal Tabulation”. Brinkerhoff Excavating’s bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Brinkerhoff Excavating’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$585,989.45 to Brinkerhoff Excavating.

Should you have any questions or desire additional information concerning the contractor or his bid, please feel free to contact our office at your earliest convenience.

Sincerely,  
**CEC, Civil Engineering Consultants, PLLC.**

R. Todd Freeman, P. E.  
*City Engineer*

cc: Scott Hodge – Clearfield City Public Works Director

BID RESULTS

**Clearfield City Public Works & Parks  
Facilities Upgrade – Phase 1B  
Improvement Project**

OWNER: CLEARFIELD CITY  
ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

BID DATE: Tuesday, November 17<sup>th</sup>, 2015  
TIME: 2:30 PM

BID LOCATION: Clearfield City Offices  
55 South State Street; 3<sup>rd</sup> Floor  
Clearfield, Utah 84015

BIDDERS NAME	ADDENDUM	BID BOND	BID AMOUNT
Brinkerhoff Excavating	# 1	5%	\$585,989.45
Kapp Construction	# 1	5%	\$659,980.25
Advanced Paving	# 1	5%	\$668,068.00
M. C. Green and Sons Inc.	# 1	5%	\$892,135.05

## BID PROPOSAL TABULATION

Clearfield City Public Works & Parks Facilities Upgrade -  
Phase 1B Improvement Project

BID DATE: November 17th, 2015

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Brinkerhoff Excavating 3738 North Higley Rd, Farr West, UT 84404		Kapp Construction 1595 West 3300 South Ogden, UT 84401		Advanced Paving and Construction 1723 West 1350 North Ogden, UT 84401	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
<b>Schedule A: Roadway and surface improvements.</b>									
A1.	Mobilization & traffic control.	1	ls.	\$5,000.00	\$5,000.00	\$41,970.00	\$41,970.00	\$16,251.75	\$16,251.75
A2.	Saw cutting, removal and disposal of asphalt surfacing and roadbase to sub-base grade.	4,400	sy.	\$4.00	\$17,600.00	\$3.70	\$16,280.00	\$5.80	\$25,520.00
A3.	Roadway excavation and sub grade preparation.	1	ls.	\$11,890.00	\$11,890.00	\$40,888.00	\$40,888.00	\$31,500.00	\$31,500.00
A4.	Removal and disposal of RV dump station.	1	ls.	\$2,000.00	\$2,000.00	\$3,166.00	\$3,166.00	\$2,027.00	\$2,027.00
A5.	Removal and disposal of concrete flatwork.	480	sf.	\$1.50	\$720.00	\$1.30	\$624.00	\$0.50	\$240.00
A6.	Removal and disposal of existing curb and gutter.	130	lf.	\$4.00	\$520.00	\$7.10	\$923.00	\$2.30	\$299.00
A7.	Remove existing fencing.	1,820	lf.	\$0.50	\$910.00	\$2.00	\$3,640.00	\$2.00	\$3,640.00
A8.	Provide temporary security/chain link fence.	350	lf.	\$3.00	\$1,050.00	\$4.20	\$1,470.00	\$4.45	\$1,557.50
A9.	Reinstall existing chain link fence with slats.	150	lf.	\$12.00	\$1,800.00	\$11.15	\$1,672.50	\$21.15	\$3,172.50
A10.	Reinstall existing 30-foot chain link sliding gate.	1	ls.	\$1,700.00	\$1,700.00	\$1,677.00	\$1,677.00	\$500.00	\$500.00
A11.	Furnish and install new 30-foot (clear opening) aluminum frame cantilever chain link sliding gate with slats.	1	ls.	\$4,400.00	\$4,400.00	\$4,474.00	\$4,474.00	\$7,235.00	\$7,235.00

Bid Item	Description	Quantity	Unit	Brinkerhoff Excavating 3738 North Higley Rd, Farr West, UT 84404	Kapp Construction 1595 West 3300 South Ogden, UT 84401	Advanced Paving and Construction 1723 West 1350 North Ogden, UT 84401			
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A12.	Furnish and install chain driven slide gate operator and power.	1	ls.	\$10,000.00	\$10,000.00	\$15,624.00	\$15,624.00	\$8,015.00	\$8,015.00
A13.	Furnish and install 3'-6" tall chain link fence with slats.	60	lf.	\$20.00	\$1,200.00	\$24.70	\$1,482.00	\$22.25	\$1,335.00
A14.	Furnish and install 6' tall chain link fence with slats.	340	lf.	\$27.50	\$9,350.00	\$34.75	\$11,815.00	\$20.00	\$6,800.00
A15.	Furnish and install precast concrete panel solid fencing.	560	lf.	\$76.25	\$42,700.00	\$72.00	\$40,320.00	\$69.00	\$38,640.00
A15a.	<b>Alternate bid item:</b> Furnish and install fiber reinforced concrete panel fencing.	560	lf.	\$76.00	\$42,560.00	\$76.00	\$42,560.00	\$73.00	\$40,880.00
A16.	Furnish and install concrete curb and gutter.	1,820	lf.	\$15.75	\$28,665.00	\$16.20	\$29,484.00	\$18.00	\$32,760.00
A17.	Furnish and install 4-foot wide 4-inch thick sidewalk.	520	lf.	\$15.00	\$7,800.00	\$20.05	\$10,426.00	\$16.00	\$8,320.00
A18.	Furnish and install 6-foot wide 4-inch thick sidewalk.	260	lf.	\$26.00	\$6,760.00	\$29.20	\$7,592.00	\$36.50	\$9,490.00
A19.	Furnish and install 4-foot wide 6-inch thick sidewalk.	60	lf.	\$18.00	\$1,080.00	\$25.35	\$1,521.00	\$21.00	\$1,260.00
A20.	Furnish and install 4-inch thick concrete flatwork.	600	sf.	\$5.00	\$3,000.00	\$4.80	\$2,880.00	\$4.00	\$2,400.00
A21.	Furnish and install 6-inch thick concrete flatwork.	1,110	sf.	\$6.00	\$6,660.00	\$7.05	\$7,825.50	\$5.20	\$5,772.00
A22.	Furnish and install bollards at RV pad.	1	ls.	\$4,500.00	\$4,500.00	\$4,745.00	\$4,745.00	\$4,470.00	\$4,470.00
A23.	Furnish and install handicap ramp (yellow in color).	7	ea.	\$750.00	\$5,250.00	\$780.00	\$5,460.00	\$500.00	\$3,500.00
A24.	Furnish and install granular borrow material.	1,700	ton	\$12.50	\$21,250.00	\$13.95	\$23,715.00	\$14.40	\$24,480.00
A25.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	300	ton	\$16.00	\$4,800.00	\$30.10	\$9,030.00	\$37.50	\$11,250.00
A26.	Furnish and install untreated roadbase materials – 12" thick.	2,850	ton	\$16.00	\$45,600.00	\$15.95	\$45,457.50	\$19.00	\$54,150.00

Bid Item	Description	Quantity	Unit	Brinkerhoff Excavating 3738 North Higley Rd, Farr West, UT 84404	Kapp Construction 1595 West 3300 South Ogden, UT 84401	Advanced Paving and Construction 1723 West 1350 North Ogden, UT 84401			
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A27.	Furnish and install bituminous asphalt paving materials – 4” thick.	1,050	ton	\$78.00	\$81,900.00	\$64.85	\$68,092.50	\$63.50	\$66,675.00
A28.	Modify storm water manhole at Sta 24+62.57.	1	ea.	\$2,000.00	\$2,000.00	\$1,724.00	\$1,724.00	\$780.00	\$780.00
A29.	Adjust sanitary sewer manhole ring and cover to finish grade.	8	ea.	\$550.00	\$4,400.00	\$367.00	\$2,936.00	\$500.00	\$4,000.00
A30.	Adjust valve box ring and cover to finish grade.	13	ea.	\$450.00	\$5,850.00	\$262.00	\$3,406.00	\$362.00	\$4,706.00
A31.	Adjust storm water manhole ring and cover to finish grade.	10	ea.	\$550.00	\$5,500.00	\$367.00	\$3,670.00	\$500.00	\$5,000.00
A32.	Install roadway striping and roadway messages.	1	ls.	\$500.00	\$500.00	\$289.00	\$289.00	\$385.00	\$385.00
A33.	Furnish and install W-Beam guardrail barrier protection along 575 South.	65	lf.	\$38.00	\$2,470.00	\$55.00	\$3,575.00	\$47.50	\$3,087.50
A33a.	<b>Alternate bid item:</b> Furnish and install cable barrier protection along 575 South.	65	lf.	\$40.00	\$2,600.00	\$51.00	\$3,315.00	\$43.00	\$2,795.00
A34.	Landscaping improvements.	1	ls.	\$2,500.00	\$2,500.00	\$2,755.00	\$2,755.00	\$8,960.00	\$8,960.00
<b>Subtotal Schedule A: Roadway and surface improvements without alternate bid items:</b>					<b>\$351,325.00</b>		<b>\$420,609.00</b>		<b>\$398,178.25</b>
<b>Schedule B: Sanitary Sewer Improvements.</b>									
B1.	Plug sewer line at Sta 25+72.49 LT 1.34’.	1	ls.	\$500.00	\$500.00	\$1,846.00	\$1,846.00	\$223.00	\$223.00
B2.	Furnish and install 4-foot diameter sanitary sewer manhole.	2	ea.	\$2,330.00	\$4,660.00	\$1,800.00	\$3,600.00	\$3,450.00	\$6,900.00
B3.	Furnish and install 5-foot diameter sanitary sewer manhole.	2	ea.	\$2,350.00	\$4,700.00	\$2,853.00	\$5,706.00	\$4,007.00	\$8,014.00
B4.	Sewer connection to sewer manhole at Sta. 202+23.11 LT 15.05.	1	ls.	\$1,200.00	\$1,200.00	\$2,169.00	\$2,169.00	\$890.00	\$890.00
B5.	Furnish and install 8-inch pvc sanitary sewer pipe.	610	lf.	\$62.92	\$38,381.20	\$33.00	\$20,130.00	\$23.00	\$14,030.00

Bid Item	Description	Quantity	Unit	Brinkerhoff Excavating 3738 North Higley Rd, Farr West, UT 84404	Kapp Construction 1595 West 3300 South Ogden, UT 84401	Advanced Paving and Construction 1723 West 1350 North Ogden, UT 84401			
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B6.	Remove and replace 8-inch pvc sanitary sewer pipe from Sta.23+60.98 RT 0.90' to Sta. 23+61.54 RT 68.10'.	65	lf.	\$57.50	\$3,737.50	\$83.05	\$5,398.25	\$33.00	\$2,145.00
B7.	Connect 6-inch sewer service lateral.	1	ea.	\$700.00	\$700.00	\$563.00	\$563.00	\$500.00	\$500.00
B8.	Furnish and install 6-inch pvc sanitary sewer lateral pipe.	50	lf.	\$40.00	\$2,000.00	\$12.05	\$602.50	\$20.00	\$1,000.00
B9.	Furnish and install sewer cleanouts for RV dump station.	1	ls.	\$2,932.00	\$2,932.00	\$2,915.00	\$2,915.00	\$3,785.00	\$3,785.00
B10.	Furnish 1" diameter clean gravel pipe bedding materials.	525	ton	\$1.00	\$525.00	\$15.15	\$7,953.75	\$17.50	\$9,187.50
B11.	Furnish clean import material for trench backfill.	1,625	ton	\$1.00	\$1,625.00	\$9.55	\$15,518.75	\$12.75	\$20,718.75
<b>Subtotal Schedule B: Sanitary Sewer Improvements:</b>					<b>\$60,960.70</b>		<b>\$66,402.25</b>		<b>\$67,393.25</b>
<b>Schedule C: Storm Water Improvements.</b>									
C1.	Remove and dispose existing storm water boxes.	6	ea.	\$400.00	\$2,400.00	\$614.00	\$3,684.00	\$390.00	\$2,340.00
C2.	Remove and dispose existing storm water pipe.	135	lf.	\$10.00	\$1,350.00	\$36.80	\$4,968.00	\$11.00	\$1,485.00
C3.	Connection to existing pipe at Sta 26+78.47 RT 29.03'	1	ls.	\$1,500.00	\$1,500.00	\$569.00	\$569.00	\$1,000.00	\$1,000.00
C4.	Furnish and install 15-inch diameter rcp storm water pipe.	135	lf.	\$66.41	\$8,965.35	\$32.30	\$4,360.50	\$33.50	\$4,522.50
C5.	Furnish and install 18-inch diameter rcp storm water pipe.	710	lf.	\$49.74	\$35,315.40	\$35.50	\$25,205.00	\$34.50	\$24,495.00
C6.	Furnish and install a cast-in-place combination manhole and hooded storm water inlet catch basin box.	2	ea.	\$3,580.00	\$7,160.00	\$3,465.00	\$6,930.00	\$4,120.00	\$8,240.00
C7.	Furnish and install 4-foot diameter storm water manhole.	1	ea.	\$2,100.00	\$2,100.00	\$1,860.00	\$1,860.00	\$2,785.00	\$2,785.00
C8.	Furnish and install 5-foot diameter storm water manhole.	6	ea.	\$2,175.00	\$13,050.00	\$2,933.00	\$17,598.00	\$4,345.00	\$26,070.00
C9.	Furnish and install a cast-in-place hooded storm water inlet catch basin box with troughs.	4	ea.	\$2,100.00	\$8,400.00	\$1,470.00	\$5,880.00	\$2,450.00	\$9,800.00

Bid Item	Description	Quantity	Unit	Brinkerhoff Excavating 3738 North Higley Rd, Farr West, UT 84404		Kapp Construction 1595 West 3300 South Ogden, UT 84401		Advanced Paving and Construction 1723 West 1350 North Ogden, UT 84401		
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
C10.	Furnish and install inlet/outlet structure.	2	ea.	\$5,500.00	\$11,000.00	\$5,040.00	\$10,080.00	\$7,795.00	\$15,590.00	
C11.	Furnish 1" diameter clean gravel pipe bedding materials.	425	ton	\$1.00	\$425.00	\$15.15	\$6,438.75	\$17.50	\$7,437.50	
C12.	Furnish clean import material for trench backfill.	825	ton	\$1.00	\$825.00	\$9.55	\$7,878.75	\$12.75	\$10,518.75	
<b>Subtotal Schedule C: Storm Water Improvements:</b>						<b>\$92,490.75</b>		<b>\$95,452.00</b>		<b>\$114,283.75</b>
<b>Schedule D: Culinary Waterline Improvements.</b>										
D1.	Remove/disconnect water services.	1	ls.	\$5,800.00	\$5,800.00	\$3,962.00	\$3,962.00	\$2,226.00	\$2,226.00	
D2.	Remove and salvage fire hydrant.	1	ea.	\$750.00	\$750.00	\$532.00	\$532.00	\$725.00	\$725.00	
D3.	Furnish and install 8-inch diameter C-900 pvc culinary waterline.	700	lf.	\$41.15	\$28,805.00	\$28.00	\$19,600.00	\$23.50	\$16,450.00	
D4.	Furnish and install 8-inch gate valve.	5	ea.	\$1,720.00	\$8,600.00	\$1,184.00	\$5,920.00	\$1,835.00	\$9,175.00	
D5.	Furnish and install 10-inch gate valve.	2	ea.	\$2,554.00	\$5,108.00	\$1,817.00	\$3,634.00	\$2,895.00	\$5,790.00	
D6.	Furnish and install fire hydrant.	2	ea.	\$4,700.00	\$9,400.00	\$3,927.00	\$7,854.00	\$6,010.00	\$12,020.00	
D7.	Relocate existing water meter service.	1	ea.	\$1,500.00	\$1,500.00	\$1,344.00	\$1,344.00	\$1,675.00	\$1,675.00	
D8.	Waterline connection at Sta. 21+58.67 LT 13.91'.	1	ls.	\$3,200.00	\$3,200.00	\$3,109.00	\$3,109.00	\$4,230.00	\$4,230.00	
D9.	Waterline connection at Sta. 201+76.65 RT 27.16'.	1	ls.	\$2,500.00	\$2,500.00	\$2,766.00	\$2,766.00	\$2,350.00	\$2,350.00	
D10.	Waterline connection at Sta. 25+54.75 LT 16.01'.	1	ls.	\$3,200.00	\$3,200.00	\$2,848.00	\$2,848.00	\$3,673.00	\$3,673.00	
D11.	Furnish and install yard hydrants for RV dump station.	1	ls.	\$5,850.00	\$5,850.00	\$5,160.00	\$5,160.00	\$6,455.00	\$6,455.00	
D12.	Furnish and install RP station with cover.	1	ls.	\$5,400.00	\$5,400.00	\$9,023.00	\$9,023.00	\$8,350.00	\$8,350.00	
D13.	Furnish 1" diameter clean gravel pipe bedding materials.	225	ton	\$1.00	\$225.00	\$15.15	\$3,408.75	\$17.50	\$3,937.50	

Bid Item	Description	Quantity	Unit	Brinkerhoff Excavating 3738 North Higley Rd, Farr West, UT 84404	Kapp Construction 1595 West 3300 South Ogden, UT 84401	Advanced Paving and Construction 1723 West 1350 North Ogden, UT 84401			
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
D14.	Furnish clean import material for trench backfill.	875	ton	\$1.00	\$875.00	\$9.55	\$8,356.25	\$12.75	\$11,156.25
<b>Subtotal Schedule D: Culinary Waterline Improvements:</b>					<b>\$81,213.00</b>		<b>\$77,517.00</b>		<b>\$88,212.75</b>
<b>Subtotal Schedule A: Roadway and surface improvements without alternate bid items:</b>					<b>\$351,325.00</b>		<b>\$420,609.00</b>		<b>\$398,178.25</b>
<b>Subtotal Schedule B: Sanitary Sewer Improvements:</b>					<b>\$60,960.70</b>		<b>\$66,402.25</b>		<b>\$67,393.25</b>
<b>Subtotal Schedule C: Storm Water Improvements:</b>					<b>\$92,490.75</b>		<b>\$95,452.00</b>		<b>\$114,283.75</b>
<b>Subtotal Schedule D: Culinary Waterline Improvements:</b>					<b>\$81,213.00</b>		<b>\$77,517.00</b>		<b>\$88,212.75</b>
<b>TOTAL BID:</b>					<b>\$585,989.45</b>		<b>\$659,980.25</b>		<b>\$668,068.00</b>
Surety Company				The Cincinnati Insurance Company		The Guarantee Company of North America USA		Fidelity and Deposit Company of Maryland	
City, State				Cincinnati, OH		Southfield, MI		Owing Mills, MD	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				324707-5501		247650-5501		8698462-5551	

**BID PROPOSAL TABULATION**

Clearfield City Public Works & Parks Facilities Upgrade -  
Phase 1B Improvement Project

**BID DATE:** November 17th, 2015

**OWNER:** CLEARFIELD CITY

**PUBLIC WORKS DIRECTOR:** SCOTT HODGE

Bid Item	Description	Quantity	Unit	M. C. Green and Sons, Inc 150 North 1050 West Centerville, UT 84014	
				Unit Price	Total Amount
<b>Schedule A: Roadway and surface improvements.</b>					
A1.	Mobilization & traffic control.	1	ls.	\$34,300.00	\$34,300.00
A2.	Saw cutting, removal and disposal of asphalt surfacing and roadbase to sub-base grade.	4,400	sy.	\$16.10	\$70,840.00
A3.	Roadway excavation and sub grade preparation.	1	ls.	\$36,655.00	\$36,655.00
A4.	Removal and disposal of RV dump station.	1	ls.	\$6,000.00	\$6,000.00
A5.	Removal and disposal of concrete flatwork.	480	sf.	\$4.45	\$2,136.00
A6.	Removal and disposal of existing curb and gutter.	130	lf.	\$8.00	\$1,040.00
A7.	Remove existing fencing.	1,820	lf.	\$4.00	\$7,280.00
A8.	Provide temporary security/chain link fence.	350	lf.	\$12.00	\$4,200.00
A9.	Reinstall existing chain link fence with slats.	150	lf.	\$11.50	\$1,725.00
A10.	Reinstall existing 30-foot chain link sliding gate.	1	ls.	\$1,725.00	\$1,725.00
A11.	Furnish and install new 30-foot (clear opening) aluminum frame cantilever chain link sliding gate with slats.	1	ls.	\$4,600.00	\$4,600.00

Bid Item	Description	Quantity	Unit	M. C. Green and Sons, Inc 150 North 1050 West Centerville, UT 84014	
				Unit Price	Total Amount
A12.	Furnish and install chain driven slide gate operator and power.	1	ls.	\$7,475.00	\$7,475.00
A13.	Furnish and install 3'-6" tall chain link fence with slats.	60	lf.	\$19.66	\$1,179.60
A14.	Furnish and install 6' tall chain link fence with slats.	340	lf.	\$28.75	\$9,775.00
A15.	Furnish and install precast concrete panel solid fencing.	560	lf.	\$62.92	\$35,235.20
A15a.	<b>Alternate bid item:</b> Furnish and install fiber reinforced concrete panel fencing.	560	lf.	\$74.75	\$41,860.00
A16.	Furnish and install concrete curb and gutter.	1,820	lf.	\$18.25	\$33,215.00
A17.	Furnish and install 4-foot wide 4-inch thick sidewalk.	520	lf.	\$21.20	\$11,024.00
A18.	Furnish and install 6-foot wide 4-inch thick sidewalk.	260	lf.	\$31.80	\$8,268.00
A19.	Furnish and install 4-foot wide 6-inch thick sidewalk.	60	lf.	\$24.40	\$1,464.00
A20.	Furnish and install 4-inch thick concrete flatwork.	600	sf.	\$5.45	\$3,270.00
A21.	Furnish and install 6-inch thick concrete flatwork.	1,110	sf.	\$6.10	\$6,771.00
A22.	Furnish and install bollards at RV pad.	1	ls.	\$3,850.00	\$3,850.00
A23.	Furnish and install handicap ramp (yellow in color).	7	ea.	\$285.00	\$1,995.00
A24.	Furnish and install granular borrow material.	1,700	ton	\$17.30	\$29,410.00
A25.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	300	ton	\$36.00	\$10,800.00
A26.	Furnish and install untreated roadbase materials – 12" thick.	2,850	ton	\$19.05	\$54,292.50

Bid Item	Description	Quantity	Unit	M. C. Green and Sons, Inc 150 North 1050 West Centerville, UT 84014	
				Unit Price	Total Amount
A27.	Furnish and install bituminous asphalt paving materials – 4” thick.	1,050	ton	\$76.37	\$80,188.50
A28.	Modify storm water manhole at Sta 24+62.57.	1	ea.	\$2,180.00	\$2,180.00
A29.	Adjust sanitary sewer manhole ring and cover to finish grade.	8	ea.	\$450.00	\$3,600.00
A30.	Adjust valve box ring and cover to finish grade.	13	ea.	\$350.00	\$4,550.00
A31.	Adjust storm water manhole ring and cover to finish grade.	10	ea.	\$450.00	\$4,500.00
A32.	Install roadway striping and roadway messages.	1	ls.	\$2,500.00	\$2,500.00
A33.	Furnish and install W-Beam guardrail barrier protection along 575 South.	65	lf.	\$58.65	\$3,812.25
A33a.	<b>Alternate bid item:</b> Furnish and install cable barrier protection along 575 South.	65	lf.	\$54.80	\$3,562.00
A34.	Landscaping improvements.	1	ls.	\$27,976.00	\$27,976.00
<b>Subtotal Schedule A: Roadway and surface improvements without alternate bid items:</b>					<b>\$517,832.05</b>
<b>Schedule B: Sanitary Sewer Improvements.</b>					
B1.	Plug sewer line at Sta 25+72.49 LT 1.34’.	1	ls.	\$1,750.00	\$1,750.00
B2.	Furnish and install 4-foot diameter sanitary sewer manhole.	2	ea.	\$3,875.00	\$7,750.00
B3.	Furnish and install 5-foot diameter sanitary sewer manhole.	2	ea.	\$4,650.00	\$9,300.00
B4.	Sewer connection to sewer manhole at Sta. 202+23.11 LT 15.05.	1	ls.	\$2,160.00	\$2,160.00
B5.	Furnish and install 8-inch pvc sanitary sewer pipe.	610	lf.	\$53.50	\$32,635.00

Bid Item	Description	Quantity	Unit	M. C. Green and Sons, Inc 150 North 1050 West Centerville, UT 84014	
				Unit Price	Total Amount
B6.	Remove and replace 8-inch pvc sanitary sewer pipe from Sta.23+60.98 RT 0.90' to Sta. 23+61.54 RT 68.10'.	65	lf.	\$93.00	\$6,045.00
B7.	Connect 6-inch sewer service lateral.	1	ea.	\$1,620.00	\$1,620.00
B8.	Furnish and install 6-inch pvc sanitary sewer lateral pipe.	50	lf.	\$56.00	\$2,800.00
B9.	Furnish and install sewer cleanouts for RV dump station.	1	ls.	\$3,856.00	\$3,856.00
B10.	Furnish 1" diameter clean gravel pipe bedding materials.	525	ton	\$18.10	\$9,502.50
B11.	Furnish clean import material for trench backfill.	1,625	ton	\$13.63	\$22,148.75
<b>Subtotal Schedule B: Sanitary Sewer Improvements:</b>					<b>\$99,567.25</b>
<b>Schedule C: Storm Water Improvements.</b>					
C1.	Remove and dispose existing storm water boxes.	6	ea.	\$900.00	\$5,400.00
C2.	Remove and dispose existing storm water pipe.	135	lf.	\$20.00	\$2,700.00
C3.	Connection to existing pipe at Sta 26+78.47 RT 29.03'	1	ls.	\$1,500.00	\$1,500.00
C4.	Furnish and install 15-inch diameter rcp storm water pipe.	135	lf.	\$75.25	\$10,158.75
C5.	Furnish and install 18-inch diameter rcp storm water pipe.	710	lf.	\$52.35	\$37,168.50
C6.	Furnish and install a cast-in-place combination manhole and hooded storm water inlet catch basin box.	2	ea.	\$4,620.00	\$9,240.00
C7.	Furnish and install 4-foot diameter storm water manhole.	1	ea.	\$3,640.00	\$3,640.00
C8.	Furnish and install 5-foot diameter storm water manhole.	6	ea.	\$3,960.00	\$23,760.00
C9.	Furnish and install a cast-in-place hooded storm water inlet catch basin box with troughs.	4	ea.	\$2,710.00	\$10,840.00

Bid Item	Description	Quantity	Unit	M. C. Green and Sons, Inc 150 North 1050 West Centerville, UT 84014	
				Unit Price	Total Amount
C10.	Furnish and install inlet/outlet structure.	2	ea.	\$13,735.00	\$27,470.00
C11.	Furnish 1" diameter clean gravel pipe bedding materials.	425	ton	\$23.79	\$10,110.75
C12.	Furnish clean import material for trench backfill.	825	ton	\$13.87	\$11,442.75
<b>Subtotal Schedule C: Storm Water Improvements:</b>					<b>\$153,430.75</b>
<b>Schedule D: Culinary Waterline Improvements.</b>					
D1.	Remove/disconnect water services.	1	ls.	\$4,485.00	\$4,485.00
D2.	Remove and salvage fire hydrant.	1	ea.	\$3,385.00	\$3,385.00
D3.	Furnish and install 8-inch diameter C-900 pvc culinary waterline.	700	lf.	\$43.70	\$30,590.00
D4.	Furnish and install 8-inch gate valve.	5	ea.	\$1,613.00	\$8,065.00
D5.	Furnish and install 10-inch gate valve.	2	ea.	\$2,410.00	\$4,820.00
D6.	Furnish and install fire hydrant.	2	ea.	\$5,692.00	\$11,384.00
D7.	Relocate existing water meter service.	1	ea.	\$2,500.00	\$2,500.00
D8.	Waterline connection at Sta. 21+58.67 LT 13.91'.	1	ls.	\$3,326.00	\$3,326.00
D9.	Waterline connection at Sta. 201+76.65 RT 27.16'.	1	ls.	\$2,887.00	\$2,887.00
D10.	Waterline connection at Sta. 25+54.75 LT 16.01'.	1	ls.	\$3,326.00	\$3,326.00
D11.	Furnish and install yard hydrants for RV dump station.	1	ls.	\$14,440.00	\$14,440.00
D12.	Furnish and install RP station with cover.	1	ls.	\$14,608.00	\$14,608.00
D13.	Furnish 1" diameter clean gravel pipe bedding materials.	225	ton	\$23.79	\$5,352.75

Bid Item	Description	Quantity	Unit	M. C. Green and Sons, Inc 150 North 1050 West Centerville, UT 84014	
				Unit Price	Total Amount
D14.	Furnish clean import material for trench backfill.	875	ton	\$13.87	\$12,136.25
<b>Subtotal Schedule D: Culinary Waterline Improvements:</b>					<b>\$121,305.00</b>
<b>Subtotal Schedule A: Roadway and surface improvements without alternate bid items:</b>					<b>\$517,832.05</b>
<b>Subtotal Schedule B: Sanitary Sewer Improvements:</b>					<b>\$99,567.25</b>
<b>Subtotal Schedule C: Storm Water Improvements:</b>					<b>\$153,430.75</b>
<b>Subtotal Schedule D: Culinary Waterline Improvements:</b>					<b>\$121,305.00</b>
<b>TOTAL BID:</b>					<b>\$892,135.05</b>
Surety Company				Hartford Accident and Indemnity Company	
City, State				Hartford , CT	
Bid Security - Bid Bond Amount				5%	
Contractor's License Number				232047-5551	

## **CLEARFIELD CITY RESOLUTION 2015R-30**

**A RESOLUTION ANNEXING CERTAIN TERRITORY TO THE  
NORTH DAVIS FIRE DISTRICT, DAVIS COUNTY, UTAH;  
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 2015R-19 (the “Intent Resolution”) adopted on August 25, 2015 the City Council gave notice of its intention to annex into the District the Annexed Area comprised of certain areas annexed to Clearfield 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 August 30, 2015, September 6, 2015, September 13, 2015 and September 20, 2015 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 October 6, 2015, 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 West Point City has received actual notice of the Intent Resolution; and

WHEREAS West Point City has consented to the annexation to the District of the Annexed Area lying within its boundaries; and

WHEREAS by Resolution duly adopted by the Administrative Control Board on December 18, 2014, 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 four consecutive weeks on August 30, 2015, September 6, 2015, September 13, 2015 and September 20, 2015; 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) West Point City has received actual notice of the Intent Resolution

(c) West Point City, Utah, consented to the annexation of the Annexed Area to the District.

(d) By resolution duly adopted on December 18, 2014, 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 October 6, 2015, 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 (no protests were filed and no interested person came forward 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 8<sup>th</sup> day of December, 2015.

CLEARFIELD CITY CORPORATION

By: \_\_\_\_\_  
Mark R. Shepherd, Mayor

ATTEST:

\_\_\_\_\_  
Nancy R. Dean  
City Recorder

[SEAL]

VOTE OF THE COUNCIL

AYE:

NAY:

# **EXHIBIT “A”**

NARRATIVE:

# Plat of Addition to the District Limits of North Davis Fire District

## A part of the Southeast Quarter of Section 36, T5N, R2W, SLB&M, Clearfield City, Davis County, Utah Falcon Hill Annexation 2015

### SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this Plat of Addition to the District Limits of North Davis Fire District, in Davis County Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said plan, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. This Annexation Plat has been prepared under my direction and in accordance with information obtained from the Davis County Recorder's Office.

Signed this day of \_\_\_\_\_, 2015.

6242920  
License No.

Andy Hubbard

### BOUNDARY DESCRIPTION

Commencing at the South Quarter Corner of Section 36, Township 5 North, Range 2 West, Salt Lake Base & Meridian; and running thence North 00°45'16" East 2,644.54 feet along the Quarter Section line, being the East boundary of the Existing Corporate Limits of Clearfield City, to the Center of said Section 36; thence South 89°18'07" East 704.40 feet along said the Quarter Section line; thence South 00°28'06" West 88.84 feet to a point on the East line of the Enhanced Use Lease Boundary as shown on that certain A.L.T.A./A.C.S.M Survey prepared by Great Basin Engineering, (Davis County Surveyor, Filing Number 5640); thence, along the Easterly Boundary of Said Property the following three courses as follows: (1) South 00°28'06" West 1,431.94 feet to a point of curvature; (2) Southerly along the arc of a 300.16 feet curve to the left a distance of 211.39 feet (Central Angle equals 40°21'04" and Long Chord bears South 19°42'26" East 207.05 feet) to the point of curve of a non-tangent curve of which the radius point lies North 78°39'57" East; and (3) Southerly along the arc of a 1,296.68 foot radius curve to the left a distance of 133.28 feet (Central Angle Equals 05°53'21", and Long Chord bears South 14°16'43" East 133.22 feet) to the point of curve of a non-tangent curve of which the radius point lies North 72°46'35" East; thence Southeasterly along the arc of a 1,296.68 foot radius curve to the left a distance of 260.02 feet (Central Angle Equals 11°29'22", and Long Chord bears South 22°58'07" East 259.59 feet) to the point of curve of a non-tangent curve of which the radius point lies North 61°17'17" East being on the East line of the Enhanced Use Lease Boundary as shown on that certain A.L.T.A./A.C.S.M Survey prepared by Great Basin Engineering, (Davis County Surveyor, Filing Number 5640); thence two (2) courses along said East Property line as follows: (1) Southeasterly along the arc of a 1,296.68 foot radius curve to the left a distance of 23.08 feet (Central Angle Equals 01°01'12", and Long Chord bears South 29°13'19" East 23.08 feet) to the point of curve of a non-tangent curve of which the radius point lies North 64°23'12" East; and (2) Southeasterly along the arc of a 1,296.00 foot radius curve to the left a distance of 755.88 feet (Central Angle Equals 33°25'01", and Long Chord bears South 42°19'20" East 745.21 feet) to the South line of Section 36; thence North 89°14'22" West 1,443.85 feet along said South line to the Point of Beginning.

Contains 49.743 Acres

### MILITARY INSTALLATION DEVELOPMENT AUTHORITY'S APPROVAL

The undersigned representative of the Military Installation Development Authority for the Falcon Hill Project Area hereby acknowledges the Authority's approval of the annexation of the tract of land described hereon into the boundaries of the North Davis Fire District, a Utah Special Service District.

Signed this day of \_\_\_\_\_, 2015.

Military Installation Development Authority

Stuart Adams - Board Chairman

### APPROVAL OF THE ANNEXATION PLAT BY LEGISLATIVE BODY

This annexation plat is hereby approved by the Clearfield City Council acting as both the municipal legislative body and governing body for the North Davis Fire District this day of \_\_\_\_\_, 2015.

Mayor \_\_\_\_\_ Attest: \_\_\_\_\_ City Recorder

### ACKNOWLEDGMENT

State of Utah } ss  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that said instrument was signed freely and voluntarily and for the purposes therein mentioned.

Residing at: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

A Notary Public commissioned in Utah

Print Name

### DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND  
RECORDED \_\_\_\_\_, AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_, RECORDED  
FOR \_\_\_\_\_

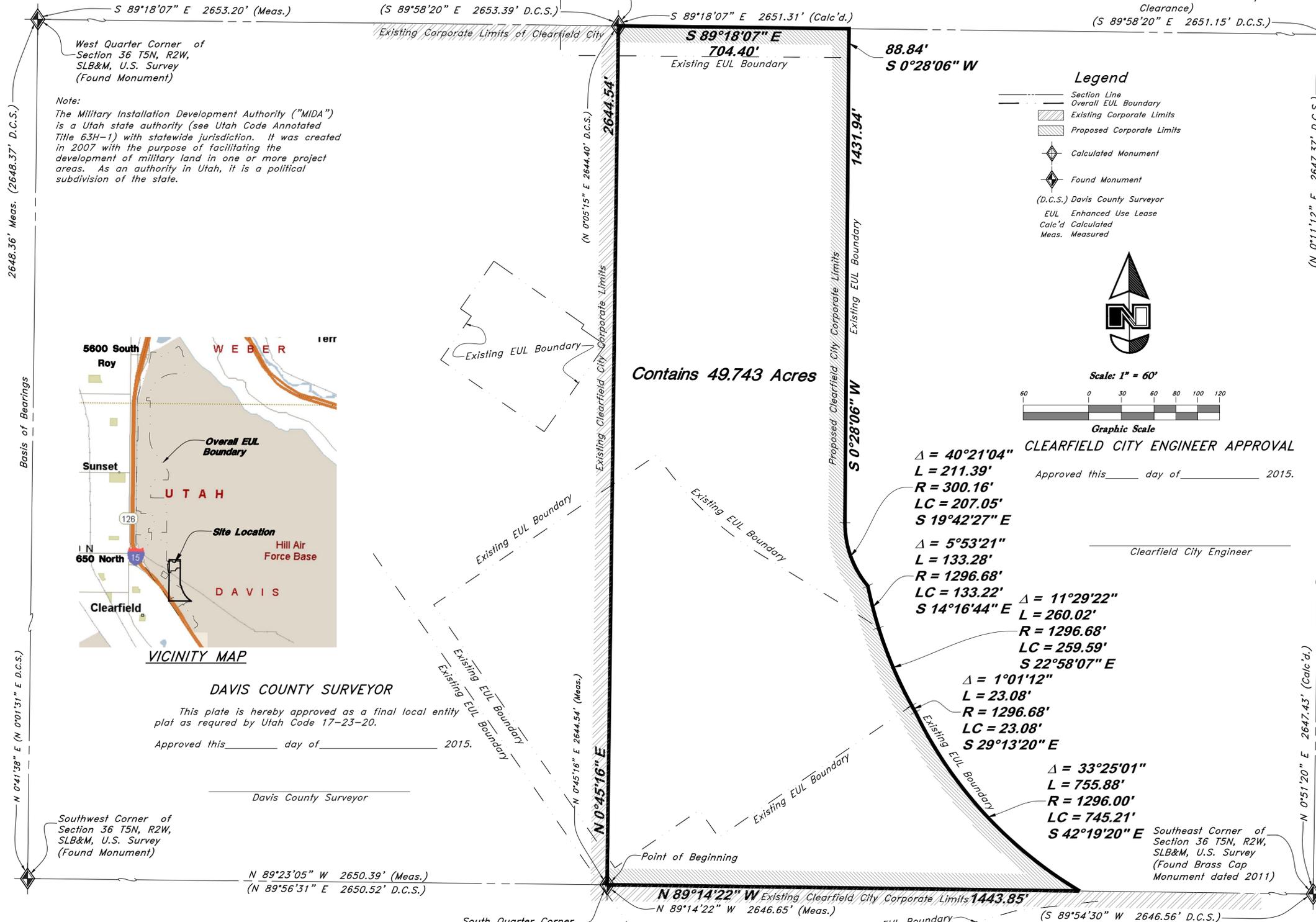
DAVIS COUNTY RECORDER

By: \_\_\_\_\_ DEPUTY

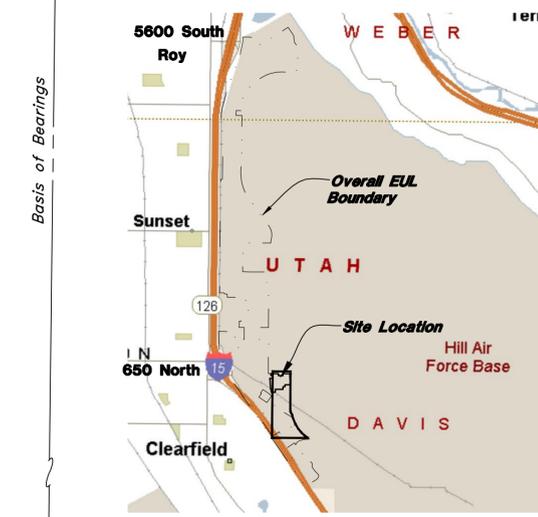
This Annexation Plat was requested by the North Davis Fire District for the purpose of annexing MIDA's Falcon Hill Project Area into the North Davis Fire District. Brass Cap Monuments were found at the West Quarter Corner, Southwest corner, Southeast corner, a Rebar & Cap was Found at the South Quarter corner, and a Nail was found at the Center corner, of Section 36, T5N, R2W, SLB&M, U.S. Survey: A line bearing N 0°41'38" E between these two monuments was used as the basis of bearings. The East Quarter Corner, Section 36 were calculated based on information provided by Davis County Surveyor.

Center of Section 36, T5N, R2W, SLB&M, U.S. Survey (Found Gin Spike)

East Quarter Corner of Section 36 T5N, R2W, SLB&M, U.S. Survey (Calculated Monument Falls within Military Ordinance Area and is Inaccessible without Special Clearance)



Note: The Military Installation Development Authority ("MIDA") is a Utah state authority (see Utah Code Annotated Title 63H-1) with statewide jurisdiction. It was created in 2007 with the purpose of facilitating the development of military land in one or more project areas. As an authority in Utah, it is a political subdivision of the state.



DAVIS COUNTY SURVEYOR  
This plat is hereby approved as a final local entity plat as required by Utah Code 17-23-20.  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
Davis County Surveyor

Southwest Corner of Section 36 T5N, R2W, SLB&M, U.S. Survey (Found Monument)  
N 89°23'05" W 2650.39' (Meas.)  
N 89°14'22" W 2650.52' D.C.S.)

**GREAT BASIN ENGINEERING**  
5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM

South Quarter Corner of Section 36 T5N, R2W, SLB&M, U.S. Survey (Found Rebar & Cap)  
N 89°14'22" W 2646.65' (Meas.)  
N 89°14'22" W 2646.56' D.C.S.)

CLEARFIELD CITY ENGINEER APPROVAL  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
Clearfield City Engineer

Δ = 40°21'04"  
L = 211.39'  
R = 300.16'  
LC = 207.05'  
S 19°42'27" E  
Δ = 5°53'21"  
L = 133.28'  
R = 1296.68'  
LC = 133.22'  
S 14°16'44" E  
Δ = 11°29'22"  
L = 260.02'  
R = 1296.68'  
LC = 259.59'  
S 22°58'07" E  
Δ = 1°01'12"  
L = 23.08'  
R = 1296.68'  
LC = 23.08'  
S 29°13'20" E  
Δ = 33°25'01"  
L = 755.88'  
R = 1296.00'  
LC = 745.21'  
S 42°19'20" E

Southeast Corner of Section 36 T5N, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument dated 2011)  
N 89°14'22" W 1443.85'  
N 89°14'22" W 2646.56' D.C.S.)

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