

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
July 26, 2016 – 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 the Issuance of Debt for the Design and Implementation of the Energy Performance Contract Project

Discussion on the PARAT Tax Project Funding

Discussion on Interfund Loans for the Fiscal Years 2016 and 2017 Budgets

Discussion on Service Line Insurance Policies

(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 Peterson

APPROVAL OF MINUTES:

June 9, 2016 – Joint Work Session

June 14, 2016 – Work Session

June 28, 2016 – Work Session

July 12, 2016 – Work Session

July 12, 2016 – Policy Session

PRESENTATION:

1. **CERT (COMMUNITY EMERGENCY RESPONSE TEAM) GRADUATION**

BACKGROUND: The City recently provided CERT training to 20 residents interested in providing aid to their neighborhood and community in the event of an emergency. Upon

completion of the required training a graduation ceremony took place. The City would like to recognize their efforts in completing the training.

PUBLIC HEARING:

2. PUBLIC HEARING TO RECEIVE COMMENT ON THE CITY'S INTENT TO ISSUE DEBT FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY MEASURES THROUGHOUT ITS FACILITIES

BACKGROUND: Clearfield City contracted with McKinstry Essention to conduct an energy performance audit of its facilities. The study concluded the City was projected to save approximately \$5.82 million in energy costs over a period of 25 years. The energy savings associated with the project will be leveraged to pay the debt service every year for a period of approximately 13 years from its issuance.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

3. CITIZEN COMMENTS

4. CONSIDER APPROVAL OF THE FINAL SUBDIVISION PLAT FOR ORBITAL ATK BUILDINGS G-12 AND G-13, LOCATED BETWEEN G AND F STREETS WITHIN THE FREEPORT CENTER

BACKGROUND: The areas of Freeport Center proposed for the subdivision are already developed and have received site plan approval for some parking and facade improvements. These final subdivision plat enables Freeport Center and Orbital ATK to complete a property lease for the purpose of creating parcels that match Orbital ATK's footprint for the building use. It also provides ATK the ability to match the EDA boundary with the buildings that Orbital ATK actually occupies.

RECOMMENDATION: Approve the Final Subdivision Plat for Orbital ATK buildings G-12 and G-13 located between G and F Streets within the Freeport Center and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF RESOLUTION 2016R-16 AUTHORIZING THE INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

BACKGROUND: Clearfield City provides two Clearfield City Police Officers to the Davis County School District as School Resource Officers. One officer is assigned full time during the school year to Clearfield High School. The other officer is assigned full time to North Davis Junior High School during the school year. Clearfield City and the Davis School District are entering into an Interlocal Agreement identifying the responsibilities of both parties for the participation of these officers in the two schools.

RECOMMENDATION: Approve Resolution 2016R-16 to the Interlocal Agreement for School Resource Officers in Clearfield City and authorize the Mayor's signature to any necessary documents.

6. CONSIDER APPROVAL OF RESOLUTION 2016R-17 AUTHORIZING THE ISSUANCE OF DEBT FOR THE DESIGN AND IMPLEMENTATION OF THE ENERGY PERFORMANCE CONTRACTING PROJECT WITH A MAXIMUM PRINCIPAL AMOUNT OF \$2,413,998

RECOMMENDATION: Approve Resolution 2016R-17 authorizing the issuance of debt for the design and implementation of the Energy Performance Contracting Project with a maximum principal amount of \$2,413,998 and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

*****ADJOURN AS THE CITY COUNCIL*****

Dated this 21st day of July, 2016.

/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.

PARAT TAX

Proposed Implementation Schedule

FY17			
Project	Location		Cost
Tables, Benches, and Trash Receptacles	All Parks		\$ 114,000.00
Playground Replacement	North Steed Park		\$ 60,000.00
			\$ 174,000.00

FY18			
Project	Location		Cost
BMX/Pump Track	Barlow Park (North End)/H Street & SR-193		\$ 100,000.00
Park Signage Replacement	16 Park Locations		\$ 160,000.00
New Electronic Playgrounds	South Steed and Barlow		\$ 50,000.00
New Playground Equipment (Swings)	200 South Park		\$ 25,000.00
CAFC play area	CAFC		\$ 125,000.00
Build Disc Golf course around trail and park	Island View Park		\$ 10,000.00
Renovate existing restrooms/Facilities	Kiwanis, Island View, N. Steed, S.Steed tower		\$ 160,000.00
Develop Dog Park	Barlow Park		\$ 50,000.00
Playground Equipment with Wasatch	Central Park		\$ 30,000.00
			\$ 710,000.00

FY19			
Project	Location		Cost
Challenge/Ropes Course (GoApe)	Steed Park (North)		\$ 100,000.00
Add New Playground	Cornerstone Park		\$ 75,000.00
Add Pavillion	200 South Park		\$ 15,000.00
Replace small pavillions	Train Watch, Kiwanis, Bicentennial, Island View		\$ 210,000.00
Refurbish tennis courts, add pickleball courts	Steed Park (South)		\$ 350,000.00
Install New Restroom	Central Park		\$ 65,000.00
Fish Cleaning Station	Steed Pond		\$ 30,000.00
			\$ 845,000.00

FY20			
Project	Location		Cost
Rehabilitate the Tennis & Basketball Courts	Kiwanis Park		\$ 30,000.00
New Playground Equipment (2-5 yr. olds)	Island View Park		\$ 50,000.00
			\$ 80,000.00

FY21			
Project	Location		Cost

FY22			
Project	Location		Cost

FY23			
Project	Location		Cost

CAPITAL PROJECTS LIST

Community Services Department

Parks Division

PRIORITY	PROJECT NAME	FISCAL YEAR	PROJECTED COST	FUNDING SOURCE	NOTES / DESCRIPTION	DEPARTMENT
1	Steed Irrigation Renovation	16	\$ 300,000.00	General Fund	Major issues, impacts softball revenue-underway, fields to be complete by April 10. Remainder by end of FY16	C
1a	N. Steed to N. POC	16	\$ 15,000.00	General Fund	Should be completed with S. Steed renovation	C
2	Steed Complex lighting rewiring	17	\$ 125,000.00	General Fund	Major issues, impacts softball revenue-2/3 of conduit installed with Steed irrigation project in FY16	C
3	H Street Ropes course	18	\$ 100,000.00	PARAT	No cost/revenue generation-Go Ape not ready to do all-post project	C
4	North Steed - New Playground	17	\$ 60,000.00	PARAT	Safety Concerns, heavy use, high visibility	C
5	Island View lighting	17	\$ 100,000.00	General Fund	New light poles and pavillion lighting, security/vandalism issues. Pole bases rusted	C
6	Train Watch - New Playground	17	\$ 50,000.00	General Fund	No playground for 4 years	C
7	Mabey Pond Aeration	16	\$ 8,000.00	Impact Fees	Manage algae issues	C
8	Portable soccer goals (6)	16	\$ 18,000.00	General Fund	For game fields-new field use policy	C
9	Drainage on Ballfield 3	16		General Fund	Remove excess water to drain system - COMPLETED FROM OPS BUDGET	C
10	Mabey Pond- add Small Restroom	18	\$ 50,000.00	Impact Fees	Due to the removal of the YRC	C
11	Fish Cleaning station-Mabey	18	\$ 15,000.00	Impact Fees/PARAT	Due to the removal of the YRC	C
12	City Building New Signage	17	\$ 40,000.00	CDRA	Gateways Project	C
13	Ice skating rink for winter months	17	\$ 450,000.00	PARAT	Tennis/pickleball lines \& configure for skating - (DETERMINE LOCATION)	C
13a	Refurbish Tennis/pickleball Courts -Steed	17	\$ 350,000.00	PARAT	Tennis courts need to be resurfaced or removed	C
14	Island View Irrigation renovation	18	\$ 25,000.00	General Fund		C
15	650 N Gateway Signage	16	\$ 50,000.00	CDRA	High Visibility	C
16	650 North power addition	18	\$ 10,000.00	General Fund	Using power from gas station to power irrigation controller	C
17	Tap into water supply North of 650 N.	18	\$ 15,000.00	General Fund	Current supply comes under 650 N in canal	C
18	Fisher parking lot drain (1st choice)	18	\$ 250,000.00	General Fund	Would connect to storm drain system	C
18a	or rebuild french drain (2nd choice)	18	\$ 25,000.00	General Fund	Existing french drain is filled with sludge	C
20	Steed Infield renovation	19	\$ 45,000.00	General Fund	Improve playing surface safety and playability	C
21	Hoggans irrigation contols renovation	19	\$ 10,000.00	General Fund		C
22	Kiwanis North Irrigation renovation	19	\$ 8,000.00	General Fund	large rotors currently spraying block wall	C
23	Kiwanis Court Renovation & lighting	18	\$ 30,000.00	PARAT	Extremely faded	C
24	Bicentennial Irrigation control update	19	\$ 80,000.00	General Fund	Update electrical and move clock to main building	C
25	Bicentennial irrigation renovation	19	\$ 20,000.00	General Fund	Update/refurbish Irrigation-New valves and heads	C
	Steed Pond Aeration	18	\$ 10,000.00	General Fund		C
26	Fisher Playground surfacing replacement	16	\$ 60,000.00	General Fund	Current surface is becoming too hard & is hot	C
27	Skate park surface repair	20	\$ 10,000.00	General Fund	Concrete is broken in one area	C
28	Steed Ballfield Lighting upgrade	20	\$ 150,000.00	General Fund	Current liting does not meet national standard	C
29	Bicentennial lighting project	20	\$ 150,000.00	General Fund	Security and/or parking lot lighting. Improve safety and provide lighting after plays	C
30	Fisher Basketball court resurfacing	20	\$ 10,000.00	General Fund	Extremely faded and worn-very visible	C
31	Chelmes Rock Wall Repair (landscape)	20	\$ 25,000.00	General Fund	wall is slowly shifting downward	C
32	Landscape around the Arts Center	21	\$ 80,000.00	General Fund	Needs updating after renovation of exterior	C
33	Island View Playground enhancement	21	\$ 10,000.00	General Fund	Plant trees around playground to provide natural shade	C

34	Island View Pavillion Replacement	21	\$ 60,000.00	PARAT	To replace the small pavillions (4)	C
35	Island View Bathroom Renovation	21	\$ 40,000.00	PARAT	In poor condition and very dark	C
36	Thornock Landscape Renovation	22	\$ 10,000.00	General Fund	Re-do the shrub beds along N fence	C
37	N. Steed Fence Removal	22	\$ 10,000.00	General Fund	provide greater access to pond-more appealing	C
38	Steed Pond Parking Expansion	22	\$ 60,000.00	General Fund	Complete second half to improve pond access	C
39	Central Park Restroom Addition	22	\$ 65,000.00	PARAT	Rec. in the park has no restrooms in summer	C
40	Cornerstone - New Playground-boulders	22	\$ 75,000.00	PARAT	provide some play amenity to park under RMP	C
41	BMX race track (Barlow/H Street)	16	\$100,000.00	PARAT	North of steed pond. Consider alternate location	C
42	Fox Hollow Arboretum -plaque replacement	22	\$ 8,000.00	General Fund	Existing plaques are broken and faded	C
43	Barlow Park Signage	16	\$ 10,000.00	PARAT		C
44	CAFC Sidewalk improvements	22	\$ 40,000.00	General Fund	Add sidewalk to high traffic grass areas	C
45	Jacosen Playground Replacement	23	\$ 120,000.00	General Fund		C
46	Install fish cleaning station- Steed	16-23	\$ 30,000.00	PARAT	Improve cleanliness of pond	C
47	Arboretum Improvements	23	\$ 175,000.00	General Fund	Garden areas between sidewalk & fences	C
48	Barlow BBQ Grill Addition	23	\$ 14,000.00	General Fund	Like the grill at Central	C
49	200 S Swing Park Development	23	\$ 25,000.00	PARAT	Make 200 South a swings park	C
50	CAFC Sidewalk improvements	23	\$ 40,000.00	General Fund	High traffic island area better appearance	C
51	Tranwatch - New Park Signage	16	\$ 10,000.00	PARAT		C
52	Central - New Park Signage	16	\$ 10,000.00	PARAT		C
53	Jacobsen - New Park Signage	16	\$ 10,000.00	PARAT		C
54	Cornerstone - Tree Planting	23	\$ 10,000.00	General Fund	In the entry from subdivision	C
55	Rose Garden - New Park Signage	16	\$ 10,000.00	PARAT		C
56	Steed Pond Landscape Improvements	23	\$ 100,000.00	PARAT/General Fund	Make entire shoreline accessible & inviting	C
57	Barlow Sand Volleyball ct/Lighting	24	\$ 55,000.00	General Fund	Using detention areas N of restrooms	C
58	Arts Center Art Project	24	\$ 40,000.00	General Fund/PARAT	On the W side of main entry	C
59	Fox Hollow Parkway Lighting project	24	\$ 80,000.00	General Fund	Lighted bollards along trail/pathway	C
60	Cornerstone Parking Lot Development	24	\$ 200,000.00	General Fund	Currently no off street parking	C
61	Jacobsen Restroom addition	25	\$ 60,000.00	General Fund		C
62	Kiwanis - New Park Signage	16	\$ 10,000.00	PARAT		C
63	Train Watch Bathroom Addition	25	\$ 55,000.00	General Fund		C
64	Chelmes - New Park Signage	16	\$ 10,000.00	PARAT		C
65	City Hall - Tables, Benches, Trash cans	16	\$ 2,500.00	PARAT		C
66	Central Park Pavillion - power	26	\$ 80,000.00	GF/PARAT	Increase usability-power is on other side of park	C
67	Hoggans - New Park Signage	16	\$ 10,000.00	PARAT		C
68	200 South Pavillion Addition	26	\$ 20,000.00	PARAT		C
69	Rose Garden - Hillside Slide	26	\$ 7,000.00	GF/PARAT		C
70	Thornock - Playground Trees	26	\$ 5,000.00	GF/PARAT	Provide natural Shade around playground by planting trees	C
71	Barlow - Add Electronic playground	26	\$ 25,000.00	PARAT	On concrete pad	C
72	Train Watch Pavillion Replacement	26	\$ 60,000.00	PARAT	Replace small worn out Boweries	C
73	Mabey Pond Pavillion Addition	15	\$ 20,000.00	Impact Fees		C
74	Cornerstone - Restroom Addition	27	\$ 100,000.00	GF/PARAT	highly used park with no facilities	C
75	Fox Hollow Drainage landscaping	27	\$ 30,000.00	General Fund	Improve the appearance of the bottom area	C
76	Christmas Decoration & Power Install	16	\$ 25,000.00	General Fund	COMPLETE	C
77	Christmas Decorations	17	\$ 20,000.00	General Fund	Provide additional decorations in front of City Hall	C
78	Bicentennial - New park signage	17	\$ 10,000.00	PARAT		C
79	N. Steed - New Park Signage	17	\$ 10,000.00	PARAT		C
80	Thornock - New Park Signage	17	\$ 10,000.00	PARAT		C

81	200 South - New Park Signage	17	\$ 10,000.00	PARAT		C
82	Steed Pond - Tables, Benches & Trash Cans	17	\$ 5,000.00	PARAT	Same concrete amenities throughout system	C
83	Kiwanis - Tables, Benches, Trash Cans	17	\$ 10,000.00	PARAT	Same concrete amenities throughout system	C
84	Hoggans - Tables, Benches, Trash Cans	17	\$ 3,750.00	PARAT	Same concrete amenities throughout system	C
85	Chelmes - Tables, Benches, Trash Cans	17	\$ 1,500.00	PARAT	Same concrete amenities throughout system	C
86	Bicentennial - Amphitheater seating	27	\$ 60,000.00	GF/PARAT	Uncomfortable and worn out Renovation \$450K plus	C
87	N. Steed Volleyball court renovation	27	\$ 45,000.00	General Fund	Need to have edges better defined, landscaped	C
88	Steed Pond - Trail development	17	\$ 20,000.00	PARAT	Extend trail around Steed Pond and connect to Rail Trail	C
89	Kiwanis - Replace BBQ Grills	27	\$ 7,000.00	General Fund	Like the grill at Central	C
90	Thornock - Pavillion	28	\$ 25,000.00	GF/PARAT		C
91	Fisher - Tree Replacement	28	\$ 10,000.00	General Fund		C
92	Fox Hollow - New Park Signage	28	\$ 10,000.00	PARAT		C
93	Barlow - Pavillion additions (3)	28	\$ 125,000.00	GF/PARAT	Spread throughout the park for usability	C
94	Train Watch - Tables, Benches, Trash Cans	17	\$ 6,000.00	PARAT		C
95	200 South - Tables, Benches, Trash Cans	17	\$ 3,750.00	PARAT		C
96	Hoggans - Playground Replacement	29	\$ 50,000.00	GF/PARAT		C
97	City Hall - Water Feature	29	\$ 20,000.00	GF/PARAT		C
98	CAFC - New Park Signage	17	\$ 15,000.00	PARAT		C
99	Chelmes - Playground replacement	29	\$ 50,000.00	GF/PARAT		C
100	Mabey Pond - Tables, Benches, Trash Cans	17	\$ 5,000.00	PARAT		C
101	Island View - 2-5 yr old Playground Rep.	29	\$ 40,000.00	PARAT		C
102	Bicentennial - Pavillion Replacement	29	\$ 45,000.00	PARAT		C
103	Kiwanis - Restroom replacement	29	\$ 40,000.00	PARAT	Renovation \$40,000	C
104	Steed - Mow Strip Replacement	29	\$ 20,000.00	General Fund	Existing mow strips under fences are uneven and breaking	C
105	N. Steed - Restroom Replacement	30	\$ 40,000.00	PARAT	Renovation	C
106	Fisher - Playground Shade Structures	30	\$ 25,000.00	General Fund		C
107	Barlow - Playground natural shade	30	\$ 10,000.00	General Fund	Provide natural Shade to playground by planting trees	C
108	Mabey Pond - New Park Signage	17	\$ 10,000.00	Impact Fees		C
109	200 South Restroom addition	30	\$ 60,000.00	GF/PARAT		C
110	Thornock - Tables, Benches, and Trash Cans	17	\$ 3,500.00	PARAT		C
112	Fox Hollow - Playground Replacement	31	\$ 60,000.00	GF/PARAT		C
113	Train Watch - Parking Lot Addition	31	\$ 100,000.00	GF/PARAT		C
114	Soccer Goals for Game Fields	16	\$ 15,000.00	GF/PARAT	COMPLETED - Necessary for the enforcement of the new Field Use Policy	C
115	Steed Trail enhancement	31	\$ 50,000.00	GF/PARAT	Define edges of trails and resurface	C
117	Bicentennial - Amphitheater cover	31	\$ 100,000.00	GF/PARAT	Install shade structure over amphitheater seating to Improve usability of the facility	C
118	N. Steed - BBQ Replacement	32	\$ 14,000.00	GF/PARAT	Like the grill at Central	C
119	Island View - New Park Signage	17	\$ 10,000.00	PARAT		C
120	Kiwanis - Playground Replacement	32	\$ 65,000.00	GF/PARAT		C
121	Thornock - Playground Replacement	32	\$ 60,000.00	GF/PARAT		C
122	Fox Hollow - Tables, Benches & Trash Cans	17	\$ 7,500.00	PARAT		C
123	Barlow - Landscape south entry	32	\$ 25,000.00	GF/PARAT		C
124	S. Steed - New Park Signage	17	\$ 10,000.00	PARAT		C
125	Kiwanis - Pavillion Replacement	32	\$ 80,000.00	PARAT	RENOVATION \$15,000, Small Pavillion replacement \$15K Each x4	C
126	N. Steed - Sky rider Exercise system	33	\$ 75,000.00	GF/PARAT		C
127	Bicentennial - Tables, Benches, Trash Cans	17	\$ 9,000.00	PARAT		C
128	Island View - Tables, Benches, & Trash Cans	17	\$ 10,000.00	PARAT		C
129	Fisher - Soccer Field Renovation	33	\$ 300,000.00	GF/PARAT	currently not level	C

130	Fox Hollow - Restroom/Pavillion Replace.	34	\$ 150,000.00	GF/PARAT		C
131	Bicentennial - Armed Forces Monument	34	\$ 60,000.00	General Fund	With assistance of public 4 branches of service	C
132	S. Steed - Electronic Playground	17	\$ 25,000.00	PARAT	Neos-Playworld Systems	C
133	Fisher - New Park Signage	17	\$ 15,000.00	PARAT		C
134	Barlow - Ice Skating Rink	34	\$ 50,000.00	GF/PARAT	On top of sand volleyball court	C
135	N. Steed - Tables, Benches, & Trash Cans	17	\$ 9,000.00	PARAT		C
136	Kiwanis - Zip line and hillside slides	34	\$ 20,000.00	GF/PARAT	Zip line 80' long and 8' high	C
137	Bicentennial - Amphitheater Renovation	35	\$ 450,000.00	GF/PARAT	Stage is cracking and heaving	C
138	Fisher - Skate Park enhancement	35	\$ 50,000.00	GF/PARAT	elements for beginners	C
139	Kiwanis - Drainage improvement	36	\$ 40,000.00	GF/PARAT	NE area tends to be wet all season	C
140	N. Steed - Pavillion replacement	36	\$ 70,000.00	GF/PARAT		C
141	Barlow - Tables, Benches, & Trash Cans	17	\$ 9,000.00	PARAT		C
142	S. Steed - Tables, Benches, & Trash Cans	17	\$ 7,500.00	PARAT		C
143	Disc Golf Course Development	17	\$ 10,000.00	PARAT	(Location) Steed, Island View	C
145	Fisher - Pavillion Addition	36	\$ 80,000.00	GF/PARAT	N. end of park	C
146	Kiwanis - Backstop replacement	36	\$ 14,000.00	GF/PARAT		C
147	Barlow - Playground addition	37	\$ 60,000.00	GF/PARAT	Additional	C
148	Flow Meter / Master Valve installation	18	\$ 100,000.00	General Fund	Install in all irrigated grounds locations as a water conservation measure	C
149	Bicentennial - Hillside improvement	37	\$ 80,000.00	GF/PARAT	Terrace hillside and seating	C
150	Fisher - Tables, Benches, Trash Cans	17	\$ 7,500.00	PARAT		C
151	Barlow - Playground Replacement	37	\$ 80,000.00	GF/PARAT		C
152	S. Steed - Outfield Fence Replacement	37	\$ 130,000.00	GF/PARAT		C
153	Fisher Scoreboard renovation	37	\$ 80,000.00	GF/PARAT/Sponsor	Contact Pepsi	C
154	Fisher - Infield renovation	37	\$ 45,000.00	GF/ PARAT		C
155	S. Steed Tower Renovation	38	\$ 40,000.00	PARAT		C
156	S. Steed Concrete Replacement	39	\$ 150,000.00	GF/PARAT		C
	Central Park Playground addition		\$ 30,000.00	PARAT/DCSC	With Wasatch Elementary	C
	Develop Dog Park (Barlow)		\$ 50,000.00	PARAT		C
	F-35 and Maintenance Area Playground		\$ 300,000.00	PARAT		C
157	Fisher - Playground Replacement	39	\$ 75,000.00	GF/PARAT		C
			\$ 8,783,500.00			

Staff Report



To: Mayor Mark Shepherd and City Councilors
From: Rich Knapp, Finance Manager *Rich Knapp*
Date: July 20, 2016
Re: Inter-fund Loans

This is a complex accounting issue that is difficult to summarize. Considering the following may not make sense at first, let me just start with the bottom line and then provide some background and staff's recommendation.

In short, to fix an accounting issue ("due to/due from" or inter-fund loan balances) created in FY07/08, we need to reduce cash in the enterprise funds—water, sewer, storm, garbage. This will influence the utility rate study which we will be discussing with council next month. It also means there will be less beginning cash to fund enterprise operations and future projects.

Description / Background

Due to/due froms are the same as loans between funds. It is the method our system uses to allocate cash and resources between funds. Historically, we clear these system generated loans out completely at year end.

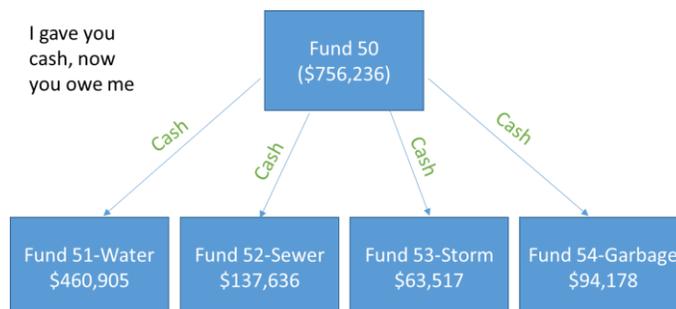
At the end of FY15 all due to/due froms were clear except for these:

	Due From	Due To
10-General	\$ 1,075,390	
50-Utility Admin		\$ 756,235
61-Fleet		\$ 319,155

The year-end due to/due from balances are stating fund 50 and 61 collectively owe the general fund \$1,075,390. We could not clear these out at year end last year as there was no back-up to why these inter-fund loans existed. After researching, it was discovered these due tos in 50 and 61 have been about the same since FY07 for 50 and FY08 for 61, and these funds do not owe the general fund, rather Fund 51, 52, 53, and 54 owe the general fund.

Inter-fund Loan History

All enterprise funds used to be combined in 50. In FY07, they were separated out, but this separation caused this unintended loan between funds. Cash was moved to start the new funds:



After the cash was moved the accounting system treated this as a loan to the new funds and fund 50 has been “owed” \$756k since the enterprise funds were separated out. The only way to resolve this loan issue is to move cash back into fund 50—pay fund 50 back. The cash would be moved by expensing the enterprise funds with a transfer out, and showing a revenue as a transfer in to 50.

Fund 61-Fleet was created in FY08, and again resulted in this unintended loan issue. Most of the 61 balance was a result of moving assets from the enterprise funds to 61, therefore; the \$319k should be resolved by the enterprise funds.

The financial software was relatively new to the city at the time these funds were created and cash was moved, so I believe these due tos and froms were not fully understood, and may have been a factor in this oversight.

Effect on Fund Balances and Cash

Even though we are increasing cash in the GF by \$1.07 million, this will not increase the GF fund balance as the due from (amount it was owed) was incorporated into the year end fund balance calculation. This will only change the type of asset from a loan receivable to cash, but not increase the total assets of the GF. However, it will reduce 51-54 fund balance by bringing 50 and 61’s amount owed to zero.

Recommended Action

Staff recommends to clear out due to and due froms (inter-fund loans) that were remaining at the end of the FY15 Audit and have carried over year to year since FY08. This will reduce cash and fund balance in the enterprise funds and increase cash in the general fund by these amounts:

Total Cash Out by Fund	
Water	\$ 697,422
Sewer	\$ 137,636
Storm	\$ 142,933
Garbage	\$ 97,399
Total to General Fund	\$ 1,075,391

This proposed action can be done in FY16 or FY17. This will affect the rate study because the beginning balances to fund the enterprise funds’ operations and future capital projects will be lower.

CLEARFIELD CITY COUNCIL AND PLANNING COMMISSION
JOINT MEETING MINUTES
11:00 A.M. WORK SESSION
June 9, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Scott Hodge	Public Works Director
	Summer Palmer	Administrative Services Director
	Rich Knapp	Finance Manager
	Eric Howes	Community Services Director
	Greg Krusi	Police Chief
	Spencer Brimley	Development Services Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy Recorder
EXCUSED:	Curtis Dickson	Community Services Deputy Dir.

PLANNING COMMISSION MEMBERS: Steve Parkinson, Tim Roper, Brady Jugler, Chris Uccardi, Kathryn Murray, Ron Jones

NOT PRESENT: Amy Mabey, Michael Millard, Michael Britton, Robert Browning,

VISITORS: There were no visitors.

Mayor Shepherd called the meeting to order at 11:06 a.m.

DISCUSSION ON THE MIDA (MILITARY INSTALLATION DEVELOPMENT
AUTHORITY) MUNICIPAL SERVICES AGREEMENT

JJ Allen, Assistant City Manager, explained the City had been under contract to provide municipal services to the Military Installation Development Authority (MIDA) property for the previous three years. He stated MIDA requested a renewal of that agreement, including some minor changes, and distributed a handout of the proposed agreement. He directed the Council to Exhibit B which identified all the services which could be provided by the City to MIDA upon request and explained the new agreement allowed the City to update that pricing once a year. He mentioned the storm water utility fees reflected on Exhibit B could be increased whenever

impervious surface was increased. He explained there was ambiguity in the previous agreement for private businesses which needed to obtain a building permit or business license and indicated the applicant would now apply through MIDA and MIDA in turn would collect and remit necessary fees to the City. He clarified the business license would be a City issued license certificate. He announced the agreement would be a five year agreement with two renewal options.

Mr. Allen directed the Council to Number 5 of the agreement which indicated if the MIDA Service Area was expanded the City could update the map exhibit allowing the City to continue to provide services. He explained the prospect of proposed new development in the area.

He announced consideration of approval of the agreement would be on the City Council agenda for Tuesday, June 24, 2016.

DISCUSSION ON THE 350 WEST CDBG IMPROVEMENT PROJECT

Scott Hodge, Public Works Director, stated the 350 West CDBG Improvement Project was similar to previous CDBG projects in the Melanie Acres subdivision and announced two bids had been received with the lowest bid provided by Kapp Construction with a bid amount of \$481,855.50. He mentioned the bid was higher than anticipated which reflected the current economy. He explained the bid included the possibility of removing trees from the park strip during the construction process. He reported a neighborhood meeting was held and residents were informed of that possibility during which their opposition was expressed. He emphasized every measure would be taken to save the trees and explained the extenuating circumstances which could possibly require the removal.

Councilmember Phipps expressed concern regarding some line items on the bids and Mr. Hodge also expressed frustration with the methodology used by contractors when completing line items and submitting bids.

DISCUSSION ON ENERGY PERFORMANCE CONTRACT FINANCING

Rich Knapp, Finance Manager, reminded the Council of the McKinstry proposal for energy performance. He informed the Council of the cost associated with proceeding and stated staff had looked into financing options for consideration. He suggested the City proceed with a 12 year term of a Tax Exempt Lease Purchase to finance the contract. Mr. Knapp shared an illustration showing the projected savings to the City should it decide to replace existing equipment with more energy efficient models. He noted the debt service for the financing of the project would be \$193,000.

Mayor Shepherd inquired if the gap would be assumed by McKinstry. Adam Lenhard, City Manager, clarified the only thing guaranteed by McKinstry was the energy savings and shared an example. Mr. Knapp shared his opinion regarding the possible savings and a discussion took place.

Councilmember Young requested clarification why the project couldn't be broken down and completed in phases. Eric Howes, Community Services Director, explained the downside to not completing the upgrades to the HVAC system at the Aquatic Center and a discussion took place during which he explained concerns/issues associated with humidity. He also explained the audit process used by McKinstry to determine the needs identified in its proposal which justified the energy savings.

Councilmember Phipps requested clarification on the proposed costs/savings as well as any risks associated with the proposal. Mr. Knapp responded the cost for the project should be budget neutral with the budget savings equal to the amount of any debt payment, if McKinstry's assumptions were correct. Councilmember Peterson suggested the City consider the worst case scenario to determine if it should proceed with the Energy Performance contract and the discussion continued. Mr. Knapp believed that would be difficult to determine because there was no way to know how long the current HVAC system would last the City and shared some scenarios after which the discussion continued.

Mr. Lenhard pointed out line item #49 in McKinstry's proposal reflected a four and a half percent annual escalation in the natural gas rate and compared that to the 10 year period going back to 2007 which reflected the total cumulative increase was less than eight percent. Mayor Shepherd suggested McKinstry's submitted proposal was very aggressive and expressed concern with how much savings could potentially be recognized. Mr. Lenhard suggested the City calculate its own scenarios of potential savings if energy rates remained the same over the next twelve years; then a one percent increase, two percent increase and so on.

Mr. Lenhard emphasized there was an intangible value to having a working HVAC system at the Aquatic Center. Mr. Lenhard stated the City could request McKinstry rework the proposal with specific scenarios for consideration by the Council prior to approval or denial of the energy savings contract and a discussion took place.

DISCUSSION ON THE FISCAL YEAR 2017 PROPERTY TAX RATE

Rich Knapp, Finance Manager, shared a presentation explaining the calculation of property taxes and the proposed Fiscal Year 2017 tax rate. He shared an illustration reflecting figures comparing property tax values, the proposed rate, and what could be recognized if the Council opted for a Truth in Taxation hearing to maintain its current rate. He informed the Council that the proposed property tax rate calculated by Davis County was 0.001634 and recommended the City maintain its current rate 0.0018 which required the Truth in Taxation process. He reported maintaining the current rate would increase the average cost per household approximately \$15.61 annually. The Council discussed the increase in property values and costs of inflation to Clearfield residents.

Adam Lenhard, City Manager, stated staff was recommending maintaining the tax rate and a public hearing would be required to proceed as part of the Truth in Taxation process. He mentioned the Council should carefully consider that option because it directly impacted residents and a discussion took place regarding the potential impact. Councilmember Phipps asked if the adopted tentative budget had included the additional revenue that would be

recognized if the current rate was maintained. Mr. Lenhard responded if the City didn't maintain the tax rate more funds would be used from reserves and pointed out this would be the sixth year in which the rate was maintained. Councilmember Peterson suggested educating residents on the need to maintain the tax rate in order for the City to continue to provide municipal services.

JOINT CITY COUNCIL AND PLANNING COMMISSION

The Planning Commission joined the work session at 12:11 p.m.

The Council took a break for lunch at 12:11 p.m.

The meeting resumed at 12:30 p.m.

DISCUSSION ON THE STRATEGIC PLAN

Adam Lenhard, City Manager, shared a presentation of the Long Range Strategic Plan. He stated Vision2020 had been completed and replaced by the Long Range Strategic Plan. He emphasized the Long Range Strategic Plan wasn't a checklist or procedure manual and announced the Plan consisted of four main components:

- Identify the City's Vision
- Identify Priorities
- Provide Guidance for Decision Makers
- Easily Read and Understood

Mr. Lenhard clarified the Plan consisted of the three-year project plan in conjunction with the Comprehensive Action Plan (CAP) and stated it included the following and reviewed each, with the exception of current conditions, with the Planning Commission and the Council:

- Current conditions
- Vision statement
- Policy priorities
 - Providing Quality Municipal Services
 - Make investments in Facilities and Infrastructure
 - Safeguard Public Health
 - Develop a Safe, Well Maintained and Efficient Street Network
 - Provide Safety and Security for the Community through Professional and Caring Law Enforcement and Fire Protection Services
 - Facilitate the Orderly Development of Land Consistent with the City's General Plan
 - Ensure Fair and Impartial Judication of Criminal and Civil Matters
 - Improve Victim Advocacy and Assistance through a Community Wide Approach
 - Community Services – Set the Standard
 - Elected Officials which Represent the Community with Integrity and Fairness
 - Fair and Transparent Stewardship with Taxpayer Dollars
 - Continue to Update and Implement Long Range Financial Models for Capital Facilities and Equipment Replacement

- Leverage Technology to Increase Effectiveness in Providing Services
- Transparent and Honest Communication
- Enhance City's Disaster Preparedness through Proper Training and Emergency Planning
- Improving the City's Image, Livability and Economy
 - Facilitate the Revitalization and Renewal of the City, Eliminate Blight and Actively Pursue Citywide Beautification
 - Utilize Proven Economic Development Tools to Strengthen Local Economy
 - Incentivize and Promote Downtown Redevelopment to Create a Vibrant, Attractive and Healthy Urban Setting
 - Pursue a Balanced and Orderly Approach to Land Use
 - Supporting New Commercial Development (Emphasis on Legend Hills, I-15 Interchanges and attractive corridors)
 - Strengthen Manufacturing Base
 - Encourage Community Involvement through Arts and Culture Programs
 - Developing Attractive, Safe and Modern Outdoor Recreation Facilities
 - Providing a Variety of Meaningful and Successful Recreation Experiences for Residents
 - Prioritize Community Outreach and Education
 - Utilize Proven Community Oriented Policing Programs
 - Promote the Fourth of July Celebration as the Region's Leading Holiday Event

A discussion took place regarding the City's Fourth of July celebration during which Mayor Shepherd expressed his opinion it was the one thing that contributed to Clearfield's identity. Mr. Lenhard reported staff would continue to move forward with the event taking into account the Council's previous direction about costs.

- Maximize Political Influence to Support Local, Statewide, and National Policies which Improve and Protect Clearfield's Interests

Councilmember Bush suggested inviting legislators to a work session to allow staff and elected officials the opportunity for input on specific issues. He expressed his opinion the best time for that to take place would be sometime in the fall prior to the legislative session. Mr. Lenhard responded staff would be happy to facilitate attendance at the Council's direction.

- Maintaining a Highly Motivated and Well-Trained Workforce
 - Fund the City's Compensation Plan
 - Provide Training and Education Opportunities to Employees
 - Reduce Costs and Increase Efficiency of Staff by Utilizing the best Equipment, Information Technology and Procedures
 - Cultivate a Safe, Healthy and Positive Workplace where Employees want to Work

- Engage Employees through Appropriate Social Activities, Events and Recognition
- Develop Personnel Policies that Balance the Needs of the Organization with those of the Employees
- Fostering an Environment where the Concerns and Ideas of all Employees can be Heard
- Provide the Flexibility Employees need to be Successful in their Public Service

Mr. Lenhard pointed out the goals and tactics were lofty yet attainable and asked how it could happen. He pointed out the following and a discussion took place:

- Know the Plan
- Commit to It
- Work Together
- Make Bold Decisions
- Keep it Relevant

DISCUSSION ON THREE-YEAR CAPITAL PROJECT PLANS

Adam Lenhard, City Manager, reviewed the three-year project plans identifying the following:

- Streets

Mr. Lenhard reviewed the streets project plan which identified streets, description of improvement and cost. He explained the process used to prioritize identified projects and directed the Council to the budget specific to the Three Year Streets Capital Project Plan and reviewed the identified projects and costs. He mentioned the FrontRunner pedestrian/vehicular crossing and explained the challenges associated with that project. Mayor Shepherd suggested the City approach UTA to use some of its Proposition 1 funding for that project.

- Facilities, Parks and Open Space

Councilmember Phipps expressed his opinion the City's neighborhood parks should have the amenities needed to support the neighboring community. He believed it was a "quality of life" issue. Mr. Lenhard reviewed the Three Year Project Plan with the Council pointing out projects to be completed with PARAT Tax funding had not yet been identified in the Three Year Plan.

- Water

Mr. Lenhard reviewed the criteria used to prioritize water projects and pointed out funds from three utility accounts were appropriated for the public works improvement project. He referred to the three year budget and pointed out the need to increase water rates to complete necessary improvement projects to the City's aging infrastructure. He suggested the Water Utility Rate Study would recommend an escalation in water rates. He informed the Council that the City would probably need to bond in order to build a two million gallon water tank at Hill Air Force Base (HAFB) sometime after 2019. He pointed out the identified Fiscal Year 2017 projects had been included in the budget process.

- Sewer

He directed the Council to the sewer utility budget for the Three Year Project Plan and pointed out the balance would also recognize a decrease as it funded identified projects. Councilmember Young suggested the City take a proactive approach in appropriating projects in conjunction with considering rate increases.

- Storm Drain

Mr. Lenhard reviewed the storm drain utility Three Year Project Plan with the Council and suggested the City was taking an aggressive approach with its infrastructure.

DISCUSSION ON THE COMPREHENSIVE ACTION PLAN (CAP)

He distributed a copy of the CAP and pointed out the identified projects would be completed within the next three years and informed the Council of the information included in the spreadsheet. He reviewed some of the identified projects with the Council and discussions took place regarding the following:

- Mabey Pond

Councilmember Phipps suggested including Mabey Pond as part of downtown redevelopment. Councilmember Peterson expressed her opinion the City should be aggressive and include it in downtown redevelopment. Mayor Shepherd believed items/issues need to be addressed prior to fixing the pond and including it in redevelopment. The Council directed staff to designate the Mabey Pond and surrounding area in a Small Area Plan. Councilmember Phipps believed the City should be prepared to make some bold decisions regarding the area. Mayor Shepherd shared information regarding a possible proposal for the downtown Clearfield area. Councilmember Bush expressed concern regarding litter, debris and items being dumped or disposed of in the pond.

- Aquatic Center Playground

Mr. Lenhard pointed out the playgrounds were old, faded and needed to be replaced and explained the difficulty in replacing it with another piece of equipment. He expressed concern how a new amenity would be funded and mentioned PARAT Tax funding could be an option.

- Fleet Lease for trucks

Mr. Lenhard indicated the City would be leasing four trucks on a trial basis to determine if it would want to lease, as opposed to purchase, fleet vehicles in the future.

The Planning Commission was excused at 2:05 p.m.

The Council took a break at 2:05 p.m.

The meeting reconvened at 2:17 p.m.

PRESENTATION AND DISCUSSION ON THE PARAT TAX MASTER PLAN

Eric Howes, Community Services Director, distributed a rating sheet handout specific to 29 identified projects and the PARAT Tax Master Plan. He reviewed the process used by staff thus far regarding PARAT Tax projects. He suggested soliciting public input at some level specific to

projects. He reviewed the identified projects and requested the Council rate each project. Discussions took place regarding each of the following with the Council:

- Tables, Benches and Trash Receptacles
 - Mr. Howes suggested not paying the extra cost for the graffiti coating on the tables. A discussion took place regarding different table options.
 - The style of benches available
- Park Signage Replacement
- BMX/Pump Track

The Council discussed possible options at Barlow Park as well as the possible property acquisition near H Street and SR 193. The Council also discussed the inclusion of the ropes course with the BMS track. Mr. Howes mentioned the success of the BMX Park would depend on the inclusion of jump tracks. A discussion also took place regarding whether an admission fee would be viable.

- Disc Golf Course

Mr. Howes suggest installing the feature at Island View Park. Councilmember Phipps suggested an amenity like that should be considered for Steed Park. Mr. Howes mentioned the amenity could be placed in both parks but the developer of the Disc Golf Course recommended Island View Park.

- Steed Pond Trail/Rail Trail
- Commission and Install Art on the outside of the Arts Center
- F-35 & Maintenance Area Playground at the north end of Fisher Park near South Clearfield Elementary
- Tennis Court and Basketball Court Rehabilitation at Kiwanis park
- New Electronic Playgrounds for Steed Park and Barlow Park
- Remodel/Replace the amphitheater

A discussion took place regarding the proposal, size, demolition costs, and improvements to the rest rooms, the viability and size at the current site in conjunction with the needs of the City's performing arts. Mayor Shepherd suggested some kind of sponsorship was an option to fund that amenity.

- Skate Park Enhancement

Mr. Howes stated the City's current skate park was great for experienced riders and suggested adding shorter and lower skill level elements.

- Fish Cleaning Stations at Steed and Mabey Pond
- Renovate Existing Buildings
 - Kiwanis Restrooms
 - Island View Restrooms
 - North Steed Restrooms
 - South Steed Tower
- Add Pavilion at the North end of Fisher Park

A discussion took place regarding other locations for a large pavilion.

- Add Small Pavilion at 200 South Park
- New Playground for Cornerstone Park

A discussion took place regarding adding an amenity to a park in which parking was so limited.

- Develop and Landscape Steed Pond
- Replace Play Area in Leisure Pool

- Challenge/Ropes Course

Discussion took place specific to location and the elevation of the course. Mr. Howes mentioned one of the challenges associated with the ropes course was the lack of mature trees which could be implemented with the feature.

- Dog Park at Barlow

A discussion took place specific to whether the amenity should be placed at Barlow Park or the possibility of it being located near SR 193 and H Street. Mr. Howes mentioned the City had applied for a grant from Petco which could be used for the implementation. Mr. Lenhard stated a dog park would net the greatest ratio from money spent to public perception.

- Refurbish Tennis Courts at Steed Park

A discussion included tennis courts vs pickle ball courts and which would be in the best interest of the City and if a multi-use court would be advantageous and the cost associated with the project.

- Playground Equipment at 200 South Park

Discussion took place regarding what type of amenity should be placed at that park. Some of the councilmembers weren't in support of making it a "swing" park

- New Restroom at Central Park
- New Playground for 2 to 5 year olds at Island View Park
- Central Park Playground with Wasatch Elementary on the City's portion
- Playground Replacement at North Steed Park
- Replace Small Pavilions
 - Island View Park
 - Train Watch Park
 - Kiwanis Park
 - Bicentennial Park
- Veteran's Monument at Bicentennial Park

Mayor Shepherd believed there were fund raising opportunities which could be used for that purpose as opposed to the use of PARAT Tax revenue. Councilmember Bush also mentioned the American Legion had expressed interest in the past.

Councilmember Bush asked why the restroom at Mabey Pond wasn't on the list. Mr. Howes responded there were impact fees which could be used for that purpose and a discussion took place. He also suggested making the splash pad an amenity free to the public and requiring Aquatic Center patrons to re-enter with a wristband and a discussion followed and the conclusion was the splash pad was an amenity to the Center.

A dinner break took place at 5:05 p.m.

The meeting resumed at 5:15 p.m.

PRESENTATION AND DISCUSSION ON ROLES, RESPONSIBILITIES AND COMMUNICATION

Adam Lenhard, City Manager, shared a presentation and explained the five different Forms of Government provided for in the State of Utah and reviewed each one with the Council. He informed the Council that Clearfield City was a six-member form of government. He reviewed the roles and responsibilities of the mayor and council and shared illustrations identifying

specific tasks. He reviewed Council's expectations of staff and requested input. He distributed a handout of proposed Council protocols and proposed the Council review and let him know of any questions or concerns and a discussion took place.

Councilmember Bush left the meeting at 5:51 p.m.

Mr. Lenhard reviewed how internal communication took place within the City and the Council expressed its expectation regarding communication of staff. A discussion took place regarding how the Council and Mayor Shepherd communicate, their expectations and preferences regarding communication. Mr. Lenhard reviewed ways in which staff and Council communicate with the public and inquired to what extent the City's obligation was to inform the public about different issues and a discussion took place on what staff should implement to encourage resident involvement.

JJ Allen, Assistant City Manager, led a discussion regarding social media and roles associated with postings to different social media sites. He summarized the City's need for public communication and a discussion took place regarding the amount of staff time required to fulfill the increasing need.

The meeting adjourned at 6:55 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
June 14, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Mayor Pro Tem
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Stuart Williams	City Attorney
	Scott Hodge	Public Works Director
	Spencer Brimley	Development Services Manager
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Summer Palmer	Administrative Services Director
	Rich Knapp	Finance Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Buck Ekstrom, Justus Crawford, Jeff Schmidt, Dave Harris – HAFB, Shannon Smith – HAFB, Jarrod Case - HAFB

Mayor Shepherd called the meeting to order at 6:01 p.m.

PRESENTATION BY HAFB (HILL AIR FORCE BASE) ENVIRONMENTAL

Shannon Smith, HAFB Environmental, distributed handouts to the Council reflecting the location of the groundwater contamination plumes, the timeline associated with the restoration and other information specific to the contamination and restoration. She referred to the handouts and shared a presentation to the Council pointing out the following:

- The TCE plume was located in Sunset, however, it was treated as “one site.”
- The PCE plume was a shallow plume.
- Emphasized the plumes didn’t impact the drinking water.

Ms. Smith reported since the last update with the City, a Record of Decision had been signed with the Air Force, the Environmental Protection Agency (EPA) and the Utah Department of Environmental Quality which outlined the requirements of the Air Force for treatment. She continued the Air Force had agreed to use Enhanced Reductive Dechlorination which would allow the existing bugs in the soil to be fed emulsified vegetable oil to stimulate growth to break down the TCE.

Councilmember Peterson asked if a homeowners would be obligated to disclose information that their home was located in an identified plume area upon selling. Mayor Shepherd responded homeowners would only be required to disclose factual information derived from specific testing at the home.

Ms. Smith reported results from the Enhanced Reductive Dechlorination were promising in that concentrations had been reduced but not at the desired level; therefore, reinjections of a higher concentration were taking place. Councilmember Young asked about the forecast relative to time for complete remediation. Ms. Smith responded the most current prediction for the PCE plume was 30 years and the shallow TCE plume was 51 years.

Councilmember Peterson asked what the ground water level was in the area. Scott Hodge, Public Works Director, responded the water table was fairly shallow in the area and Ms. Smith commented they had measured it at approximately 8 to 10 feet and it sloped to close 100 feet specifically for the plume area.

Jarrold Case, HAFB, mentioned the second half of the handouts were specific to the indoor air sampling and stated that was referred to as vapor intrusion. He emphasized the only exposure to residents was through evaporation through the soil into a home. He explained a vapor intrusion term and shared the process used for air sampling and reported no vapor intrusion was taking place in Clearfield, based on the sampling and reviewed the following conclusions with the Council:

- Collected groundwater samples
- Collected soil gas samples
- Collected indoor air samples

Mr. Case explained a clean water lense, which was uncontaminated rain water over the contaminated groundwater plume and referred to the handouts to illustrate this point, as well as sampling results.

Councilmember Benson arrived at 6:10 p.m.

Mr. Case announced no new air sampling would be taking place in Clearfield and emphasized if there was a need in the future it would again be implemented. He indicated residents would be receiving information explaining that point as well as a fact sheet explaining the findings.

Councilmember Phipps expressed his opinion that HAFB had been proactive in determining the effect of the contamination to residents and the local community prior to it being discovered by the public and complimented the Base for its efforts.

Ms. Smith and Mr. Case left the meeting at 6:18 p.m.

DISCUSSION ON THE COMPENSATION PLAN

Summer Palmer, Administrative Services Director, reminded the Council she had given them each a packet which included the updated recommendation from McGrath and the budget

numbers associated with implementation of the proposed compensation for the current year. She asked if there were any questions which needed to be addressed regarding the recommendation or the budget prior to it being considered for approval by the Council and there were none.

Ms. Palmer stated the recommendations would be implemented the first week in July, if approved by the Council, and stated McGrath's recommendations to the Policy and Procedure Manual would be incorporated in the City's current manual rather than having two separate documents.

DISCUSSION ON AN AMENDED FINAL SUBDIVISION PLAT FOR CLEARFIELD VILLA SUBDIVISION LOT 1

Spencer Brimley, Development Services Director, explained the property owner of 555 North Main, the Set Price Auto property, had also purchased two more lots north of that property and was proposing to consolidate the properties into one lot. He informed the Council that the action would increase the size of the parcel from .18 acres to approximately one third of an acre. He reported the Planning Commission had recommended approval for the preliminary subdivision plat and the Council would consider final subdivision approval during its meeting on Tuesday, June 28, 2016.

Mr. Brimley pointed out the following conditions requested by staff:

- Fencing of the property to separate the residential from the commercial uses.
- Amending Site Plan to meet landscaping and other requirements.
- Responsibility to maintain easements to the property.

Councilmember Peterson clarified where the existing garage was located and asked about the number of curb cuts on North Main. Mr. Brimley responded there was one curb cut which would continue to be used and explained how consolidating the lots would allow the property owner more convenient utilization of the properties.

DISCUSSION ON THE STORM WATER MANAGEMENT PLAN

Scott Hodge, Public Works Director, informed the Council that when the Environmental Protection Agency (EPA) implemented the Clean Water Act approximately 10 to 11 years ago the City was required to begin regulating storm water. He stated at that time the City adopted a Plan as part of that requirement and announced the current proposal was the second update of the Plan. He indicated approximately every five years the EPA identified new rules and regulations and those would be included in the update. He reported the State of Utah was responsible for enforcement of the EPA's policies which had been forwarded to the City. He indicated the amended Plan needed to be in place by July 1, 2016 and stated there was another deadline for additional action by the City in September, at which time the Council would be considering another document. He pointed out nothing had been eliminated, the original requirements were still included in the Plan, and emphasized the EPA continued to add additional requirements.

He clarified the Storm Water Management Plan was a living document which identified best practices which would be implemented. He stated audits would take place from time to time and

suggested it could be a painful learning process to go through. He emphasized the Plan included best practices from neighboring communities which had experience with the audit process.

Mr. Hodge mentioned as part of the Plan the City was required to conduct training outreach to not only City employees but members of the Community. He reported that requirement had been completed by Dan Schuler, Storm Water Inspector, attending and presenting information during the City Council Open Houses.

Councilmember Phipps clarified the Plan reflected what the City was currently doing in addition to the new regulations. Mr. Hodge expressed his opinion the City would be required to treat storm water sometime in the future to reduce contaminants and shared some examples.

DISCUSSION ON THE INTERLOCAL AGREEMENT BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY FOR THE UPDES (UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM) GENERAL PERMIT

Scott Hodge, Public Works Director, explained each jurisdiction within Davis County belonged to a coalition which provided training for best management practices to combine efforts to comply with the Storm Water Management Plan. He explained the educational efforts to fourth grade students sponsored by the Coalition in addition to producing television commercials with the We All Live Downstream campaign. He explained the agreement acknowledged participation in the coalition as well as addressing specifics which each entity would agree to do.

Mr. Lenhard pointed out the City would be required to provide training and outreach, as well as to meet all obligations identified in the agreement on its own if it didn't participate with the coalition in the agreement and suggested that would be a burden.

Mr. Hodge distributed an outline which identified specifics of the UPDES program completed by the coalition to the Council.

DISCUSSION ON THE CITY ENGINEER REQUEST FOR PROPOSAL (RFP)

Scott Hodge, Public Works Director, announced the City recently completed a Request for Proposals (RFP) for a contracted City Engineer. He reported six consultants submitted proposals which were reviewed by the evaluation committee. He distributed the tabulation sheet used by each member of the committee to rate the submissions and stated the top three; CEC, Jones & Associates and Hill & Argyle (H&A Entellus), were invited to interview on Thursday, June 16, 2016. He stated once the committee had made a selection the Council would consider approval of the appointment and a contract would be executed. He mentioned CEC was the City's current engineer and its contract would expire the end of June.

DISCUSSION ON THE CONSTABLE SERVICES REQUEST FOR PROPOSAL (RFP)

JJ Allen, Assistant City Manager informed the Council that the City contracted for certain services in the Court and reviewed those services with the Council. He indicated the contract would expire the end of June and completed the RFP process. He reported the only submission

was by the City's current provider, Constable Services of Utah, which reflected a slight increase in fees. He stated the Council would be asked to consider approval of the award of bid during its meeting on Tuesday, June 28, 2016.

Councilmember Phipps asked if the hours were consistent from week to week. Mr. Allen responded the bailiff hours were predictable but some of the work, such as serving warrants, was more variable and explained how they were paid for serving warrants.

DISCUSSION ON SECONDHAND SMOKE AND THE NUISANCE ORDINANCE

Stuart Williams, City Attorney, stated he had been asked to share a presentation on secondhand smoke and ordinances and laws pertaining to that issue in order to get direction from the Council. He reminded the Council a resident had expressed concern during the citizen comment portion of a previous meeting about the issue and indicated that resident was also in attendance. He reported he couldn't find another City within the State of Utah or the United States which had a criminal regulation governing smoking inside a private residence emitting secondhand smoke outside to a neighboring property or yard. He indicated he had also communicated with the State Tobacco Prevention organization soliciting its knowledge regarding the specific complaint and was told it was likely that such a regulation would be difficult to enforce.

He shared information specific to adoption of the Utah Clean Air Act and the reason it could be enacted and enforced was because of its benefit to the general public. He informed the Council that the State of Utah was one of the leaders when it came to regulating secondhand smoke and indicated the Utah Clean Air Act did allow for a private right of action. He referred to the statute and believed its intent was more specific to rental dwellings/units, condominiums, etc. He believed it provided an avenue for the resident to seek legal redress through the court process as a civil issue and not a criminal issue. He clarified the Health Department would be the enforcement body and reviewed other smoking laws with the Council.

Mr. Williams expressed his opinion if the City implemented an ordinance specific to secondhand smoke the City would need to be prepared to defend it constitutionally and a discussion took place. The Council concluded legislation would be difficult to enforce.

DISCUSSION ON PROPERTY LOCATED AT 329 NORTH MAIN

JJ Allen, Assistant City Manager, shared a visual illustration identifying the location of the vacant gas station on the corner of 300 North and North Main. He stated in 2011 the property was sold to the current owner and explained at that time British Petroleum (BP) placed a restriction on the deed which included several items. He continued one of those was that for 20 years after 2011, a gas station could not operate at that location. He reported the biggest obstacle was the restriction specific to excavation which stated no soils could be disturbed on the property.

He reported over the years the City had received inquiries specific to that site; however, the excavation issue had deterred the progress of future development for the site. Adam Lenhard, City Manager, reported the underground tanks did leak; however, environmental studies phase I

and phase II reflected no contamination had taken place. Mr. Allen added the Department of Environmental Quality (DEQ) had provided the property owner with a “letter of no further action required”.

Mr. Allen stated in further review of the deed restriction he discovered the excavation restriction had no expiration to it and explained there was a process which could be followed in that instance; a request needed to be made to BP that it either release or waive that restriction.

Mr. Allen informed the Council that the purpose for the current discussion was there was a proposal from the national pizza chain, Marco’s Pizza. He stated the franchisee wanted help from the City to obtain approvals for development of the site.

Councilmember Peterson moved to adjourn the work session and reconvene in a City Council policy session at 6:55 p.m., seconded by Councilmember Bush. All voting AYE.

The work session reconvened at 8:29 p.m.

DISCUSSION ON PROPERTY LOCATED AT 329 NORTH MAIN, CONTINUED

Mr. Allen distributed design concepts to the Council and shared the business’s website with the Council. He explained how remodeling had taken place at one of the businesses and reported he and Adam had visited and eaten lunch at one of the locations and both liked the pizza. He reported the proposed owner would keep all remaining buildings in place. He added the proposal was to add to the existing buildings with BP’s permission.

He informed the Council that the franchisee had made a request for a significant amount of money from the City to help locate at that site and staff presented a counter offer. He reported the counter offer was \$75,000 over the course of ten years, post-performance similar to tax increment based on the property tax and the sales tax revenue generated by the business at the site, plus another \$50,000 through the facade and site improvement grant. The owner responded back to the City that the proposed incentive wasn’t enough and Mr. Allen suggested offering \$125,000 up front to help offset initial construction/remodeling costs and requested feedback from the Council. He reviewed the options for consideration and suggested the Council ask itself what it might be worth to help something happen at that location. The following options were offered:

- Do nothing.
- The soft offer of tax increment and facade improvement grant equivalent to \$125,000.
- The current request of \$125,000 up front.
- Outright purchase the property and lease it to the proposed business.

A discussion took place regarding the presented options and Mayor Shepherd pointed out the City already had a letter from the State of Utah which indicated there were no issues with the property. He believed the property met the definition of “blight” and suggested the City would need to be involved to get BP to release the deed restriction. He expressed his opinion the best option for the City would be to demolish the buildings and the discussion continued.

Councilmember Young believed the issue with BP needed to be pursued; however, he expressed his opinion the City should not be in the property of owning property long term. He stated he would be in favor of Mr. Allen's proposal of placing a deed restriction if the City contributed to the development of the property because of the assumed risk on behalf of the City if the business venture wasn't successful. Mr. Allen pointed out once the property was "rehabbed" it had marketing potential and the discussion continued.

Councilmember Phipps asked how interested the business owner was in that particular site. Mr. Allen believed the owner was very serious since discussions were continuing regarding possible incentives. The discussion continued regarding the purchase cost of the property compared to other commercial parcels in the vicinity and the presented options.

Mayor Shepherd expressed his opinion the \$125,000 incentive post performance, in conjunction with a ten year lien against the property, minimizing risk to the City, would best meet the needs of the business in addition to fixing a blighted property within the City. Councilmember Bush inquired if the RDA could appropriate funds in that manner. Mr. Allen suggested using some of the limited funds from project area eight and combining that with general CDRA funds to make the proposal viable. He added the proximity to HAFB (Hill Air Force Base) was one of the deciding factors in pursuing that particular location providing another option for the lunch hour. Members of the Council expressed comments and opinions that the pizza restaurant would be successful at that location.

Councilmember Benson requested clarification on how things would proceed with the project if the City purchased it outright, specifically if it would bear the responsibility of requesting removal of the deed restriction. Mr. Allen responded Marco's Pizza was prepared to move forward by requesting permission from BP to accomplish its business model. He suggested directing Marco's Pizza work with BP in obtaining permission to renovate the site and the City could continue to work on its own with BP to permanently release the deed restriction.

Councilmember Benson inquired what would happen if the City was unable to secure the release of the deed restriction. Mr. Allen responded the restriction would remain in place which would require BP's permission anytime construction activity was contemplated on the property.

Councilmember Young stated he wasn't in favor of the City purchasing the property and Councilmember Phipps agreed.

Mr. Allen concluded the Council would be comfortable with the \$125,000 up front to be used toward reimbursement for actual costs with the security of a trust deed. The Council directed staff to work in that direction.

Councilmember Phipps inquired about the proposed timeline for the project. Mr. Allen responded the contract with Marco's Pizza Corporate required them to open 13 more stores in the region by 2018. He stated based on the owner was highly motivated and hoped to be open sometime next spring.

The meeting adjourned at 8:50 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
June 28, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Mayor Pro Tem
	Nike Peterson	Councilmember
	Vern Phipps	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	Stuart Williams	City Attorney
	Scott Hodge	Public Works Director
	Spencer Brimley	Development Services Manager
	Greg Krusi	Police Chief
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Summer Palmer	Administrative Services Director
	Rich Knapp	Finance Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder
EXCUSED:	JJ Allen	Assistant City Manager

VISITORS: DJ Hubler – McKinstry, Lin Alder – McKinstry, Kathryn Murray, M. Clint Bisbee

Mayor Shepherd called the meeting to order at 6:01 p.m.

DISCUSSION ON THE ENERGY PERFORMANCE CONTRACT (MCKINSTRY)

Eric Howes, Community Services Director, reminded the Council that staff had been directed to complete additional research following the June 9, 2016 work session to address the Council's questions regarding escalation rates for energy consumption. Mr. Howes shared a visual presentation and emphasized escalation rates were important to the process and indicated not only would he review the rates included in McKinstry's original proposal, but he would explain how possibly changing those would impact the entire project.

He emphasized McKinstry's guarantee was on the energy savings, kilowatts for electricity and decatherms for natural gas and explained the escalation rates had a lot to do with the yearly projected savings and the length of the loan. He pointed out the estimated energy savings were based on using its recommended equipment; however, because rates potentially increase from year to year, those increases would need to be accounted for to accurately determine the savings. He explained how a lower escalation rate would lengthen the term of the loan but it would be a more conservative approach to the life of the loan. Adam Lenhard, City Manager, pointed out

those details mattered because the dollar savings would pay the debt; therefore, if the rate was estimated too high there would then be a gap that the energy savings wouldn't cover and funds would need to be recognized from another source.

Mr. Howes reported McKinstry had used the Department of Energy figures as well as the City's usage in the calculations for its projections. He shared information reflecting Utah historical rates and natural gas rates as well as Clearfield City rates from 2012 to 2016 and the electric increases. He pointed out it was difficult to project future usage and rates specific to energy costs and emphasized it was a best guess scenario. He reported the final calculation was 4.5 percent for natural gas and 2.68 percent for electrical.

Mr. Howes shared an illustration reflecting McKinstry's projected escalation figures and others with slight modifications. He reported the total interest for the life of a loan using the highest escalation rate would be almost \$398,000 and the loan period would be 11 years, 7 months. He also provided escalation figures for decreasing rates down to one percent which would extend the loan period to a maximum 13 years, 2 months and increase the interest by approximately \$35,000. He suggested the Council would need to determine which escalation rate it was most comfortable with if it decided to move forward with the project. He also shared energy costs comparing the proposed new equipment and those of the old equipment.

He reported the Council had three options for consideration:

- Option 1 – move forward with the proposed scope of work replacing the HVAC system at the Aquatic Center and using the energy savings to pay for the project.
- Option 2 – move forward removing the HVAC system from the project and completing the lighting portion of the project only.
- Option 3 – do nothing.

Mr. Howes reviewed the pros and cons associated with each of the options explaining the significance of the escalation rates and asked if there were any questions. He suggested the Council consider two questions:

- Was the Council comfortable in moving forward, and if so,
- Which option was it prepared to direct staff to pursue?

Councilmember Phipps inquired if there would be resale value associated with the old HVAC system. Mr. Howes responded there might be some scrap metal value. Councilmember Benson inquired if funds had been set aside to pay for damage already caused by humidity at the Aquatic Center. Mr. Howes mentioned nothing had been appropriated for that specific use but clarified funds were appropriated every budget year for facility maintenance. Mr. Lenhard pointed out the 20 year anniversary for the Aquatic Center would take place in nine years and suggested a substantial capital improvement project might be needed to keep the facility working efficiently. A discussion took place regarding the need for replacement and escalation rate regarding the projected financing.

Mayor Shepherd suggested directing staff to proceed using the one percent escalation rate. Rich Knapp, Finance Manager, pointed out the cost savings compared to the old system. Mr. Lenhard

pointed out the current cost to borrow was extremely low. The consensus of the Council was to move forward and it directed staff to move forward with the one percent escalation rate.

Mr. Howes announced the Council would be considering approval of the contract during the policy session following the work session. He explained the contract consisted of numerous pages and Stuart Williams, City Attorney, had not yet reviewed it in its entirety. He requested the Council approve the contract, with the understanding that if there were concerns which couldn't be negotiated by staff, it would come before the Council a second time for approval. He emphasized if it was fairly straightforward staff would just proceed. Mr. Knapp pointed out the City would likely need to front some of the funding until the bond proceeds were in place. He indicated bonding would require an approved Resolution from the Council.

Councilmember Bush asked if the project would take place in September. Mr. Howes responded equipment would need to be ordered and delivered and once they were in possession of the City, work could begin and estimated installation would take approximately two weeks.

Councilmember Phipps asked when the street light portion of the project would take place. Mr. Howes stated Rocky Mountain Power was still conducting its audit of the street lights so the overall project would need to be coordinated with them.

DJ Hubler, McKinstry, suggested the City keep its refrigerant from the old HVAC system and explained that process.

PRESENTATION AND DISCUSSION ON BETTER CITY ECONOMIC DEVELOPMENT PROPOSAL

Mayor Shepherd announced Better City Economic Development had submitted a proposal for the redevelopment of Lakeside Square and the area currently known as the Clearfield Mobile Home Park.

Adam Lenhard, City Manager, distributed a handout prepared by Better City which reflected a conceptual site plan, cost of project, and the proposed tax increment. He distributed a second handout identifying key points of the development and questions for consideration by the Council.

Mr. Lenhard pointed out a feasibility study would need to be completed which would cost \$30,000. He continued an implementation fee of \$3,500/mo. for 12 months which equaled \$42,000 was presented as part of the proposal. He explained the fee would be used for them to represent the City in trying to find a partner or developer for the project.

Mr. Lenhard reviewed the other remaining key points with the Council speaking specifically about tax increment, success fee, and additional predevelopment costs. He summarized the entire cost to the City was approximately \$100,000.

Councilmember Young suggested the City talk to other clients given the projected cost to the City. Councilmember Phipps believed the proposed costs merely covered Better City's actual costs associated with the business model and pointed out its vested interest in the project.

Councilmember Benson asked what would become of the residents currently living at the mobile home park should the project materialize. Mr. Lenhard responded there were very specific State Statutes the City would need to follow if it ever moved forward with closing a mobile home park. He mentioned there were approximately 20 residents currently living in the park.

Mr. Lenhard asked the Council if it would be willing to approve the conceptual land uses and if those uses were realistic specific to the high density residential component. Councilmember Phipps expressed his opinion it could be the risk or opportunity the Council had previously spoken about in doing something bold to promote downtown development. Councilmember Benson clarified the number of 100 residential units and Mr. Lenhard responded the housing component would most likely be high density and could be even more than that and a discussion took place relative to zoning. Councilmember Bush stated he would like to hear Better City's proposal.

Mayor Shepherd believed it was the consensus of the Council to move forward and directed staff to invite them to a work session to further discuss the proposal.

The meeting adjourned at 6:49 p.m.

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:30 P.M. WORK SESSION
July 12, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson Kent Bush Bruce Young	Councilmember Mayor Pro Tem Councilmember
PRESENT: VIA TELEPHONE:	Nike Peterson	Councilmember
EXCUSED:	Vern Phipps	Councilmember
STAFF PRESENT:	Adam Lenhard JJ Allen Stuart Williams Scott Hodge Spencer Brimley Greg Krusi Eric Howes Summer Palmer Rich Knapp Nancy Dean Kim Read	City Manager Assistant City Manager City Attorney Public Works Director Development Services Manager Police Chief Community Services Director Administrative Services Director Finance Manager City Recorder Deputy City Recorder

VISITORS: M. Clint Bisbee, Kathryn Murray

Mayor Shepherd called the meeting to order at 6:30 p.m.

DISCUSSION ON THE INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

Greg Krusi, Police Chief, stated the school resource officer agreement with Davis School District was reviewed approximately every five years and indicated nothing had changed from the previous agreement. He reported the City entered into an interlocal agreement with Davis Schools to provide two full time resource officers, one at the high school and another at the junior high. He informed the Council that the District paid approximately fifty percent of each officer's salary during the school year and explained the process used to determine the School District's contribution. He mentioned the City's short staffing issue had resulted in the removal of one of the school resource officers two weeks prior to the end of the school year. He stated the school resource officer assignment was a four year term and interested officers were required to have two years of experience with the police department for consideration to fill the positions.

Councilmember Bush asked if the school resource officers had other assignments when school was not in session. Chief Krusi clarified during the school year the officers wouldn't have additional assignments or expectations; however, during summer months the officers would be utilized in the patrol division. He reviewed some of the assignments, tasks and expectations of the District during the school year.

DISCUSSION ON THE ATK SUBDIVISION

Spencer Brimley, Development Services Manager, shared a visual illustration identifying the location of two lots in Freeport Center. He informed the Council that Orbital ATK was proposing the creation of two separate lots within the Freeport Center around buildings G-12 and G-13 for the purpose of being included within the already existing EDA, which would be amended to include the two buildings. He oriented the Council with the illustration pointing out the buildings were located within the M-1 (manufacturing) zone. He reported the Planning Commission heard the item during its meeting on Wednesday, July 6, 2016, and had no issues or concerns regarding the subdivision and approved the preliminary plat and recommended approval of the final subdivision plat.

Mr. Brimley pointed out the request was consistent with the City's General Plan and supported elements, number 10 and 14 within the General Plan. He added staff supported the recommendation. He emphasized the purpose for the subdivision was to allow expansion of the EDA, making it more beneficial for the City and Orbital ATK.

He stated consideration of the item would come before the Council during its meeting on Tuesday, July 26, 2016 for approval of the final subdivision plat.

Councilmember Bush asked who owned the property. Mr. Brimley responded Freeport Center was the property owner. JJ Allen, Assistant City Manager, clarified the boundaries of the EDA would need to be redrawn. He continued Davis County couldn't calculate the value of just the building unless it was represented as a parcel. He concluded that need had precipitated Orbital ATK's request to subdivide and create the two parcels, one for each building, at which time Davis County would be able to capture the correct amount of increment for the EDA.

DISCUSSION ON PROPOSED AMENDMENTS TO THE SANDRIDGE LUXURY APARTMENTS DEVELOPMENT AGREEMENT

JJ Allen, Assistant City Manager, explained the current challenge for the Sandridge development specific to underground fiber optics which caused a slight jog with the buildings. He stated the City hadn't yet received the new illustrations reflecting the changes needed for the proposed development, and indicated some of the following points of discussion were pending until the new drawing was submitted. He believed new drawings would reflect an additional apartment unit, as well as additional retail space.

He stated although the approved Development Agreement had not yet been executed the project was still moving forward. He pointed out before the City recorded the plat and issued any building permits, items in the previously negotiation agreement needed to be addressed.

He directed the Council to the portion of the agreement that referenced the number of residential units and the amount of commercial square footage. He stated both of those figures would need to be updated once the data for the new plan was identified. He asked if the Council had any concern regarding those updated changes and indicated once the data was provided it would come to the Council for formal approval. Councilmember Bush inquired if additional underground or surface parking would also be added. Mr. Allen responded he currently didn't know the number of parking stalls.

He informed the Council that at the time the agreement was originally approved there had been significant discussion regarding the leasing office. He reminded the Council the developer had proposed the square footage of the leasing office be included toward the required commercial space. He indicated the Council had not allowed that and through negotiations had agreed that 700 square feet of the commercial space be used as the leasing office for up to two years, or until 110 residential units were occupied at which time the leasing office would need to be relocated.

He reported with the proposed changes, the developer was requesting that language be stricken from the agreement removing them from that restriction. Mr. Allen suggested requiring the developer to specifically label space on the plan as the "leasing office" because the developer desired to have a permanent leasing office within the building. He expressed his opinion striking that from the agreement should be fine as long as there was at least 4500 square feet of commercial space remaining. He indicated the developer had given the impression the commercial component would be more than the original 4500 square feet, given the extension of the building to the north and asked for direction from the Council. A discussion took place specific to the leasing office language. Mayor Shepherd expressed concern the original language was included for a reason and suggested language should call out specifics regarding the commercial space and leasing office.

Mr. Allen suggested the new illustration should reflect at least 4500 square feet of commercial space and identify the additional permanent leasing office at 700 square feet.

Councilmember Benson inquired if surface parking spaces were lost since the building had to be moved. Mr. Allen pointed out some parking was lost; however, the extension of the building to the north would allow for additional underground parking spaces.

The Council agreed with Mr. Allen's recommendation of protecting at least 4500 square feet of commercial space, not including the leasing office, to accommodate the developer's request to remove the restriction specific to the leasing office.

Councilmember Benson requested clarification specific to parking for the retail space. Mr. Allen clarified no on-street parking would be allowed on the east side of Depot Street; however, no restriction was identified on the west side by the Health Department.

There being no further business to come before the Council, **Councilmember Benson moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency (CDRA) at 6:45 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, and Young. Voting NO – None.** Councilmember Phipps was not present for the vote.

The minutes for the CDRA are in a separate location

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
July 12, 2016

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson Kent Bush Bruce Young	Councilmember Councilmember Councilmember
PRESENT: VIA TELEPHONE:	Nike Peterson	Councilmember
EXCUSED:	Vern Phipps	Councilmember
STAFF PRESENT:	Adam Lenhard JJ Allen Stuart Williams Scott Hodge Spencer Brimley Greg Krusi Eric Howes Summer Palmer Rich Knapp Nancy Dean Kim Read	City Manager Assistant City Manager City Attorney Public Works Director Development Services Manager Police Chief Community Services Director Administrative Services Director Finance Manager City Recorder Deputy City Recorder

VISITORS: M. Clint Bisbee, Kathryn Murray.

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 the Public Hearing or Citizen Comments there were forms to fill out by the door.

Councilmember Young conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE MAY 24, 2016 AND MAY 31, 2016 WORK SESSIONS AND THE JUNE 28, 2016 POLICY SESSION

Councilmember Bush stated a clarification was needed to the May 24 work session minutes. Page 5, paragraph 4, stated Mayor Shepherd would be attending a meeting with Davis County on Wednesday, June 28. Councilmember Bush indicated June 28 was actually a Tuesday and requested clarification if the meeting was Tuesday or Wednesday. Mayor Shepherd clarified the meeting took place on Tuesday, June 28, 2016.

Councilmember Bush moved to approve the minutes from the May 24, 2016 as amended and the May 31, 2016 work sessions and the June 28, 2016 policy session as written, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, and Young. Voting NO – None. Councilmember Phipps was not present for the vote.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF THE UPDATED STORM WATER MANAGEMENT PROGRAM (SWMP) PLAN FOR CLEARFIELD CITY

In April 2003 Clearfield City adopted a Storm Water Management Program (SWMP) Plan as required by the U.S. Environmental Protection Agency (EPA) and the Utah State Division of Water Quality to be in compliance with the Clean Water Act. Periodically the EPA required the State and cities to adopt new updated requirements. The changes proposed in the updated Storm Water Management Program Plan should satisfy the new requirements of the Clean Water Act. Clearfield City last updated its Storm Water Management Program Plan in April 2011.

Scott Hodge, Public Works Director, reported Dan Schuler had been instrumental in completing the City's Storm Water Management Program Plan which addressed the City's storm water. He explained the document was a living document and stated the City was required to update its Plan every five years by the EPA. He continued every five years it mandated new rules and regulations as part of the Clean Water Act and identified some of the areas included in the Plan:

- Public education and outreach.
- Working with contractors on construction sites to minimize erosion surface water.
- Housekeeping/maintenance of City facilities to minimize impact to systems.

Mr. Hodge emphasized storm water wasn't treated prior to entering the Great Salt Lake and explained the importance of having clean storm water.

Councilmember Benson inquired about the phosphorous and nitrogen levels allowed in the storm water. Mr. Hodge explained once a baseline was established the City would be required to monitor the water and keep those pollutants within the baseline parameters. He added most of the contaminants were from fertilizers used on residential properties. Councilmember Benson asked if the EPA could require that no phosphorous/nitrogen contaminants be allowed in the Great Salt Lake. Mr. Hodge stated if that regulation became a requirement the storm water would need to be treated similar to the processes used by the North Davis Sewer District. He believed if that came to fruition it would be several years in the future.

Councilmember Young moved to approve the updated Storm Water Management Program Plan and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, and Young. Voting NO – None. Councilmember Phipps was not present for the vote.

CONFIRM THE MAYOR’S APPOINTMENT OF BRUCE YOUNG AS THE CITY’S LIAISON TO THE DAVIS CHAMBER OF COMMERCE

Mayor Shepherd stated he desired to have representation on the Davis Chamber of Commerce and was appointing Councilmember Bruce Young as the City’s liaison.

Councilmember Bush moved to confirm the Mayor’s appointment of Bruce Young as the City’s liaison to the Davis Chamber of Commerce and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, and Young. Voting NO – None. Councilmember Phipps was not present for the vote.

COMMUNICATION ITEMS

Mayor Shepherd

1. Expressed appreciation to City staff for its efforts to ensure a successful Fourth of July celebration. He mentioned the only complaint he received was due to the wind scattering fireworks debris.
2. Announced he had attended the farewell dinner at Hill Air Force Base for Colonel Fox. He reported he had presented a gift on behalf of the City and mentioned Colonel Fox would be missed.
3. Mentioned the car restoration project on behalf of the local businesses for a deployed airman.

Councilmember Benson

1. Stated the Fourth of July was fabulous and she was impressed with Alex Boye’s recognition and honor for the military personnel in attendance.
2. Expressed appreciation for the plant sent to her and her family during their recent loss on behalf of the City.

Councilmember Bush

1. Also expressed appreciation to the staff for the Fourth of July.
2. Informed the Council that he had attended the Wasatch Choice 2050 Consortium.
3. Reported he would be having lunch at Chancellor Gardens Wednesday, July 13, 2016, beginning at 11:30 a.m.

Councilmember Peterson

1. Thanked staff for the Fourth of July celebration.
2. Informed the Council that she attended the “Circles” graduation ceremony. She explained this was a community partner which was trying to address intergenerational poverty within the City. She mentioned it was meaningful to hear the stories and how the program had impacted their lives. She indicated it was exciting to witness the progress of the organization.

Councilmember Young

1. Thanked staff for its efforts for a great Fourth of July event. He was grateful for the recognition of the servicemen and women in addition to members of the Police Department and Fire District.
2. Announced he was looking forward to representing the City on Chamber of Commerce.

STAFF REPORTS

Adam Lenhard, City Manager – nothing to report.

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

- No meeting was scheduled for Tuesday, July 19, 2016
- Tuesday, July 26, 2016 – work session would begin at 6:00 p.m. prior to the policy session.

There being no further business to come before the Council, **Councilmember Bush moved to adjourn at 7:23 p.m., seconded by Councilmember Benson. Voting AYE – Councilmembers Benson, Bush, Peterson, and Young. Voting NO – None.** Councilmember Phipps was not present for the vote.

DRAFT

Staff Report



To: Mayor Mark Shepherd and City Councilors
From: Rich Knapp, Finance Manager
Date: July 19, 2016
Re: Energy Performance Contract Lease-Purchase Agreement

Rich Knapp

Recommended Action

Staff recommends the City Council to approve the authorizing resolution to enter into a lease-purchase agreement with All American Investment Group, LLC, for an amount not to exceed \$2,423,270.

Description / Background

On June 28, the Council approved an Energy Savings Contract with McKinstry for lighting upgrades and HVAC replacement. In the first week of July, an RFP for energy efficiency financing was published. We received five bids and awarded the bid to All American Investment Group, LLC.

The interest came in lower than original projections of 2.32% or \$433k of total interest. The term is 13 years at an interest rate of 1.98% (an effective rate of about 2.04%) or \$338k of total interest. The semi-annual payments are due Jan 31 and July 31. The first payment of approximately \$96k is due Jan 31, 2017 and will be added to the FY17 budget.

This resolution will authorize the City to proceed with the lease-purchase of equipment and delegate to the Mayor and staff the authority necessary to finalize the lease-purchase.

The tentative closing will be the first week of August.

The City will own the equipment acquired through the financing arrangement and the financier, All American Investment Group, LLC, will take a first lien security interest in the equipment until the project is fully paid for. At the conclusion of the finance term, All American Investment Group, LLC will terminate the UCC filing that evidences its security interest in the financed equipment. None of the City's buildings are being used as collateral for this project financing, only the equipment that is being financed will be used.

Fiscal Impact

As an energy performance contract the energy savings associated with the project will be leveraged to pay the debt service every year. This project will therefore be budget neutral to the City and will be a self-supported financial obligation. The savings generated from the project will pay for the equipment cost (principal), the issuance costs and the related interest cost over the 13-year finance term.



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Spencer W. Brimley, MRED
Development Services Manager
Spencer.Brimley@clearfieldcity.org (801) 525-2785

MEETING DATE: July 26, 2016

SUBJECT: Discussion and Possible Action on **FSP 1605-0001**, a request by Kaye Parkin, with Orbital ATK, for a Preliminary Subdivision Plat for buildings G-12 and G-13 of the Freeport Center. The property is zoned M-1 and located in the vicinity of 12th and 13th Streets and F and G Streets. (TIN: 12-065-0192)

RECOMMENDATIONS

Move to **approve** FSP 1605-0001, a Final Subdivision Plat for buildings G-12 and G-13, located between G and F Streets with in the Freeport Center, based on the discussion and findings provided in the Staff Report.

PLANNING COMMISSION

At their meeting on Wednesday, July 6, 2016 the planning commission **approved** PSP 1605-0001, a Preliminary Subdivision Plat for buildings G-12 and G-13, located between G and F Streets of the Freeport Center, and recommended approval of the final subdivision plat to the City Council, based on the discussion and findings provided in the Staff Report. The planning commission also recommended, to the Council, approval of the final subdivision plat for application FSP 1605-0001.

PROJECT SUMMARY

Project Information	
Project Name	Orbital ATK 2 – Lot Subdivision
Site Location	Freeport Center, G-12 and G-13
Applicant	Kaye Parkin, Kelly Franklin, Orbital ATK
Owner	Freeport Center Associates
Proposed Actions	Final Subdivision Plat
Current Zoning	M-1 (Industrial Zone)
Land Use Classification	Manufacturing
Gross Site Area	80.745 acres

Vicinity and Zoning Map



ANALYSIS

Land use and Zoning

The parcels are shown to be general planned and zoned for Manufacturing. The site consists of developed industrial buildings. The proposed subdivision meets the intent of the General Plan's policies, specifically Guideline #10: *Manufacturing uses should be highly accessible, clustered near the center of their service areas and developed in harmony with the uses and character of surrounding districts;* and Guideline #14: *Manufacturing and industrial activities should be limited to those areas already zoned for such uses.*

The subdivision is consistent with the purposes of the Land Use Ordinance fostering the City's industries, as well as the traditional zoning standards (e.g. minimum lot sizes, access) of the Manufacturing Zone.

Furthermore, these plats enable Freeport Center and Orbital ATK to complete a property lease for the purpose of creating parcels that match Orbital ATK's footprint of buildings being use. This provides ATK the ability to match the EDA boundary with the buildings that Orbital ATK actually occupies.

Subdivision Plat Approval

The areas of Freeport Center proposed for this subdivision are already developed and have received site plan approval for some parking and façade improvements. No further impacts will occur to utilities, roads, and the site than what exists or have been planned for.

Public Comment

No public comment has been received to date.

ATTACHMENTS

1. G-12 and G-13 Subdivision Plat

CLEARFIELD CITY RESOLUTION 2016R-16

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE DAVIS COUNTY SCHOOL DISTRICT TO FURNISH SCHOOL RESOURCE OFFICERS FOR NORTH DAVIS JUNIOR HIGH SCHOOL AND CLEARFIELD HIGH SCHOOL.

WHEREAS, Clearfield City and the Davis County School District have negotiated an Interlocal Agreement whereby the City will provide school resource officers for North Davis Junior High School and Clearfield High School; and,

WHEREAS, an Interlocal Agreement is required for this arrangement; and,

WHEREAS, the Clearfield City Council has reviewed the attached Interlocal Agreement and finds that it is beneficial to enter into the Agreement.

NOW, THERFORE, be it resolved by the Clearfield City Council that the attached Interlocal Agreement for the provision of school resource officers for North Davis Junior High School and Clearfield High School is approved and the Mayor is authorized to execute the Agreement.

Dated this 26th day of July, 2016.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
CLEARFIELD CITY

THIS AGREEMENT is made and entered into this 17th day of May, 2016, by and between the BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, of Farmington City, Davis County, State of Utah, (hereinafter referred to as the "District"), and CLEARFIELD CITY CORPORATION, located in Clearfield, Davis County, State of Utah, (hereinafter referred to as the "City"), as follows:

RECITALS

- I. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- II. The City is a Municipal Corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- III. The District owns educational facilities and provides educational services to children residing within the boundaries of Davis County.
- IV. The City employs trained law enforcement officers qualified to act as School Resource Officers (SRO's).
- V. The District has need for SRO's to perform law enforcement related services in connection with its facilities and programs.
- VI. The City and the District are desirous of entering into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively providing SRO's on District property and in connection with District programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of five (5) years, unless terminated by the mutual consent of both parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS AND SERVICES

Representatives of each party shall meet annually to review the continued applicability of the provision of services and the associated reimbursements outlined in this Agreement. The District shall annually compensate the City for the services provided hereunder, as agreed to annually, no later than January 15th of each calendar year for the current school year.

In the event that the parties are unable to agree upon the continued applicability of the provision of services and the reimbursements associated therewith during the Annual Review, this Agreement may be terminated by either party as outlined in Section 16 below.

3. NO SEPARATE ENTITY

No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the parties to more efficiently and effectively provide SRO's to District facilities and programs to accomplish the following:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

B. To encourage SRO's to attend extra-curricular activities held at schools, when possible, such as PTA meetings, School Community Council meetings, athletic events and concerts;

C. To foster a safe and secure environment on District facilities and at District programs by acting swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances;

D. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and

F. To encourage SRO's to provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public.

5. DISIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign two (2) of its law enforcement officers to act as and provide SRO's services during the term of this Agreement as follows:

Clearfield High School – One full-time SRO; and

North Davis Junior High School – One full-time SRO.

B. SRO's shall at all times remain employees of the City and shall be subject to the administration, supervision and control of the City, except as outlined in this Agreement.

C. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's. The City shall hold the District harmless and indemnified from and against any and all claims, suits or causes of action, or employment practices brought by SRO's.

D. In the event an SRO is absent from work, the City agrees upon request from the District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly assigned SRO's absence.

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SRO's from the schools as listed herein without replacing the officers for the duration of the special circumstances. In such instances, the City

will respond to emergency situations or criminal acts in a reasonable manner.

6. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and/or assigning law enforcement officers to act as SRO's pursuant to this Agreement, the City shall take the following qualifications and factors into consideration:

- A. Shall be a sworn law enforcement officer and should have at least two years of law enforcement experience;
- B. Shall possess a sufficient knowledge of the applicable federal and state laws, City and County ordinances, and Board of Education policies and regulations as applicable to SRO's;
- C. Shall be capable of conducting in-depth criminal investigations;
- D. Shall possess even temperament and set a good example for students; and
- E. Shall possess communication skills which would enable the officer to function effectively within the school environment.

7. DUTIES OF SCHOOL RESOURCE OFFICERS

SRO's are intended to provide the following services pursuant to the terms of this Agreement.

- A. To protect lives and property for the citizens and public school students of the District;
- B. To enforce federal, state and local criminal laws and ordinances within their jurisdiction;
- C. Shall not enforce school administrative regulations. Infractions of school rules should be handled at the school level. SRO's should be available to the school for advice, assistance, and consultation. School administrators should handle issues that are the exclusive concern of school officials and do not constitute a violation of the law;
- D. To investigate criminal activity committed on or adjacent to school property;
- E. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

- F. To answer questions that students may have about Utah criminal or juvenile laws;
- G. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- H. To assist in providing security for special school events or functions at the request of the principal or the principal's designee;
- I. To provide traffic control during the arrival and departure of students when necessary;
- J. To notify his/her immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;
- K. To notify his/her immediate supervisor and the School Safety Coordinator of any event that could cause media representatives to inquire about a newsworthy incident;
- L. To submit all incidents and arrest reports to the SRO's agency according to their departmental policy;
- M. To maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voice-mail, and cellular phones. Voice-mail and e-mail should be checked each working day for any broadcast messages;
- N. To assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and
- O. To formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

8. CHAIN OF COMMAND

As employees of the City, SRO's shall follow the chain of command as set forth in the Clearfield City Police Department Policies and Procedure Manual. In the performance of their duties, SRO's shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING/BRIEFING

Training of SRO's for the purpose of maintaining their law enforcement certification

shall be at the direction of the City. The District may also provide training in Board of Education Policies, regulations and procedures.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SRO's agency.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor vehicles. The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City.

B. Weapons and ammunition. The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

C. Office Supplies. The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

D. Communication. The City agrees to provide SRO's with the necessary communication equipment.

E. The school should the SRO with a desk, chair, computer; office work area; and keys for school access.

12. DUTY HOURS

Specific SRO duty hours at a particular school shall be set by mutual agreement between the City and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. It is the responsibility of the SRO to assure that his/her actions regarding involvement in investigations complies with the applicable

standards to assure any evidence obtained is admissible in a court of law. SRO's shall notify the school principal or the principal's designee before removing a student from campus. The principal or the principal's designee shall follow the standards outlined in District Policy.

14. ACCESS TO EDUCATION RECORDS

A. SRO's shall be designated as "law enforcement units" for the purposes of school records as required by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SRO's for the purpose of maintaining safe schools.

B. Records or files which the SRO creates and maintains for a law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law.

C. Law enforcement officials other than the SRO may inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, these law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

D. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only upon the issuance of a search warrant or subpoena to produce the records, with written consent of the student's parent or guardian, or as otherwise provided by law, or as otherwise provided by law.

15. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting their respective

activities provided for and contemplated herein, and each waives all claims against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such other party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

16. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either party giving written notice to the other party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

17. ASSIGNMENT

Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other party shall be void.

18. BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, agents, employees, representatives, successors and assigns.

19. AMENDMENTS

This Agreement may be amended only in writing signed by the parties hereto. A copy of each amendment shall be given to each of the parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of

the District.

20. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either party under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

21. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a party hereto.

22. SEVERABILITY

If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

23. APPROVAL BY GOVERNING BODY

This Agreement shall not be effective until approved by Resolution of the governing body of each party and filing of duplicate originals with the official keeper of records of each party.

24. ENTIRE AGREEMENT

The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

25. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

26. DISPUTE RESOLUTION

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the Davis School District Security Coordinator and the Clearfield City Chief of Police shall be involved.

Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written.

BOARD OF EDUCATION OF

CLEARFIELD CITY

DAVIS SCHOOL DISTRICT


GORDON ECKERSLEY
President

MARK SHEPHERD
Mayor

ATTEST:


CRAIG CARTER
Business Manager

ADAM LENHARD
City Manager

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:


BENJAMIN ONOFRIO
Legal Counsel

STUART WILLIAMS
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 17th day of May, 2016, personally appeared before me GORDON ECKERSLEY and CRAIG CARTER, who being by me duly sworn did say, each for himself, that he, Gordon Eckersley, is the President of the Board of Education of Davis School District (“Board”), and he, Craig Carter, is the Business Administrator of the Board, and that the foregoing instrument was signed on behalf of the Board by authority of the Board and Gordon Eckersley and Craig Carter each duly acknowledged to me that the Board executed the same and that the seal affixed is the seal of the Board.



NOTARY PUBLIC
Residing at: Syracuse, Utah
My Commission Expires: March 4, 2018



STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2016 personally appeared before me MARK SHEPHARD and ADAM LENHARD, who being by me duly sworn did say, each for himself, that he, Mark Shephard, is the Mayor, and that he, Adam Lenhard, is the City Manager, and that the foregoing instrument was signed on behalf of Clearfield City and each did duly acknowledge that Clearfield City executed the same and that the seal affixed is the seal of Clearfield City Corporation.

NOTARY PUBLIC
Residing at:
My Commission Expires:

CLEARFIELD CITY RESOLUTION 2016R-17

A RESOLUTION APPROVING THE FORM OF THE EQUIPMENT LEASE PURCHASE AGREEMENT WITH ALL AMERICAN INVESTMENT GROUP, LLC RELATED TO THE ENERGY PERFORMANCE CONTRACT WITH MCKINSTRY ESSENTION AND AUTHORIZING THE MAYOR (OR HIS ASSIGNEE) TO SIGN SAID LEASE-PURCHASE AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

WHEREAS, Clearfield City Corporation (the “City”) is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and,

WHEREAS, pursuant to applicable law, the governing body of the City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City; and,

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements (“Equipment Leases”) in the principal amount not exceeding the amount stated herein (“Principal Amount”) for the purpose of acquiring the property generally described below (“Property”) and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee; and,

WHEREAS, the Governing Body desires to lease-purchase equipment related to the Energy Performance Contract with McKinstry Essention for an amount not to exceed \$2,423,275; and,

WHEREAS, All American Investment Group, LLC (“Lessor”) is expected to act as the lessor under the Equipment Leases; and,

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases (“Lease Purchase Proceeds”) for such expenditures and such expenditures are not expected to exceed the Principal Amount; and,

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW THEREFORE, Be It Resolved by the Governing Body of Clearfield City as follows:

SECTION 1. The Mayor, or his designee, acting as the Authorized Representative of Lessee, and acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. The Mayor, acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Mayor deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Lease are hereby authorized.

SECTION 2. By a written instrument signed by the Mayor and said Mayor may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principle Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligation of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. *As to each Equipment Lease, Lessee hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Lessee reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Lessee, or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of Section 165(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code..*

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Clearfield City Council this 26th day of July, 2016.

ATTEST:

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY: