

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
May 24, 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 Animal Control Contract with Davis County

Discussion on the Energy Performance (McKinstry) Audit Review

Discussion on the PARAT Tax Master Plan

Discussion on the Clearfield/Layton Circulator
Review and Discussion of the Neighborhood Meetings
Reports on the National League of Cities and Utah League of Cities and Towns

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

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

7:00 P.M. POLICY SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Young

APPROVAL OF MINUTES:

May 10, 2016 – Policy Session

PUBLIC HEARING:

1. **GENERAL PLAN AMENDMENT**

BACKGROUND: Wayne Belleau, property owner and applicant, requested an amendment to the Future Land Use Map of the General Plan for the northwestern 7.50 acre portion of the property located at approximately 1300 South 2000 East. He expressed his opinion that the current market conditions in the area and the configuration of the parcels will make commercial development on that portion of the parcel difficult, and suggested the property's highest and best use is residential. The Planning Commission held a public hearing and recommended approval on May 4, 2016. Staff recommends denial of the General Plan amendment, believing that commercial development should be accomplished on portions of the vacant property before concluding that residential is the highest and best use.

RECOMMENDATION: Receive public comment.

SCHEDULED ITEMS:

2. CITIZEN COMMENTS

3. CONSIDER ORDINANCE 2016-03 APPROVING THE PLANNING COMMISSION'S RECOMMENDATION TO AMEND THE FUTURE LAND USE MAP OF THE GENERAL PLAN FOR PROPERTY LOCATED AT APPROXIMATELY 1300 SOUTH 2000 EAST

RECOMMENDATION: Consider Ordinance 2016-03 approving the Planning Commission's recommendation to amend the Future Land Use Map of the General Plan for a 7.5-acre portion of the property located at approximately 1300 South 2000 East from Commercial to Residential and authorize the Mayor's signature to any necessary documents.

4. CONSIDER THE AWARD OF BID FOR THE 2016 ROADWAY MAINTENANCE PROJECT TO ADVANCED PAVING AND CONSTRUCTION

BACKGROUND: Bids were received from three construction companies to make improvements to various roads throughout the City. The project includes applying asphalt pavement surface treatments to various streets throughout the City. The lowest responsible bid was received from Advanced Paving and Construction with the bid of \$345,800 for standard-weight chips or \$383,500 for light-weight chips.

RECOMMENDATION: Approve the award of bid for the 2016 Roadway Surface Improvement Project to Advanced Paving and Construction for the bid amount of the \$383,500 for the light-weight chip option and approve funding for the project for the bid amount of \$383,500 with contingency and engineering of \$50,000 for a total project cost of \$433,500; and authorize the Mayor's signature to any necessary documents.

5. CONSIDER APPROVAL OF THE AWARD OF BID TO FOR THE 25 NORTH WATERLINE IMPROVEMENT PROJECT TO SNAP EXCAVATION

BACKGROUND: Bids were received from six construction companies to install a new 8 inch waterline in 25 North Street from 1400 West to 1450 West. The lowest responsible bid was received from Snap Excavation with a bid of \$82,533.

RECOMMENDATION: Approve the award of bid for the 25 North Waterline Improvement Project for the bid amount of \$82,533 and approve funding for the project for the bid amount of \$82,533 with contingency and engineering of \$23,000 for a total project cost of \$105,533; and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

****ADJOURN AS THE CITY COUNCIL AND RECONVENE AS THE CDRA****

1. APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE MAY 10, 2016 POLICY SESSION

SCHEDULED ITEM:

2. CONSIDER APPROVAL OF THE SALE OF PROPERTY LOCATED AT 720 NORTH MAIN (TAX ID# 14-094-0001)

BACKGROUND: The property is adjacent to the Tesoro gas station at the northeast corner of Main Street and 650 North. The Buyer (Q and H, LLC) is purchasing the gas station, and desires the CDRA's property in order to expand and improve the site. The City's counteroffer included three points which were identified in the staff report.

RECOMMENDATION: Approve the sale of property located at 720 North Main (Tax ID #14-094-0001), per the terms of the Real Estate Purchase Contract dated March 7, 2016, and authorize the Chair's signature to any necessary documents.

3. CONSIDER APPROVAL OF RESOLUTION 2016R-02 AUTHORIZING THE PREPARATION OF AN AMENDMENT TO THE ATK ECONOMIC DEVELOPMENT PROJECT AREA PLAN

BACKGROUND: The ATK EDA was created in 2011-12 for the purpose of incentivizing a large project which would create approximately 800 jobs. Because ATK (now known as Orbital ATK) originally intended to occupy five different properties with this business venture, the EDA boundaries were drawn accordingly. However, as the project evolved, two of the properties were not needed at all (and are now under different ownership), and Orbital ATK is now preparing to occupy two buildings that are not within the EDA boundaries (G-12 and G-13). Consequently, Orbital ATK has requested that the EDA boundaries be amended to match the buildings that their project is occupying.

RECOMMENDATION: Approve Resolution 2016R-02 authorizing the Preparation of an Amendment for the EDA #3 (ATK) Project Area Plan and authorize the Chair's signature to any necessary documents.

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

Dated this 19th day of May, 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.



Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Dear City Manager,

Early in 2016 the County was approached by City managers to fund a reserve account that could be utilized to address the capital needs of the Animal Shelter. It was expected that this account would accumulate a balance through the years until enough monies are available to complete a project. There was additional discussion on how to determine the long-term needs of the shelter as well as funding requirements. It was agreed that these capital expenses would be equally shared 50/50 by the County and the Cities.

The County has since completed a study of the Davis County Animal Shelter. The purpose of this study was to determine what needed to be done to address outstanding capital issues within the building. The County Facilities Director had multiple vendors under state contract examine the animal shelter, indicating which areas were in most immediate need of attention. The following is what they found and their suggested fixes:

For several years the shelter's sewer drains in the dog kennel area have been backing up, creating a severe biohazard for employees and the animals. To find the issue, a camera was placed in the main drainage pipe and a majority of the sewer pipes were investigated. The camera showed a visible break in the main drainage pipe caused by erosion. This break is allowing waste to drain into gravel also causing waste to collect in these areas instead of flowing out. There were also severe "bellies" in the pipe where the pipe bottom had eroded away causing low spots where waste also collects.

The contractor's recommendation was to replace the main drainage pipe with a single open trough that runs the length of all the kennels, one that can be assessable if needed, yet flushed. The kennels in the middle row, which were constructed using a cinderblock wall system, will have to be removed and new kennels constructed. The cement floor will then need to be repaired throughout the main kennel area from all of the floor cuts and the removal of the cinderblock wall systems. The total estimated cost of this project is: \$265,000.00

In 2015 the County identified the animal shelter's HVAC system as inefficient and in need of replacement. This was confirmed in April 2016 when a HVAC unit almost caught on fire due to a failure on an over limit switch, causing smoke to be blown throughout the shelter. Evacuations were made and the fire department was dispatched.

The contractor recommended a replacement and new engineering for proper airflow for an animal shelter. Total estimated cost of this project is: \$150,000.00.

Other less essential items found were: Wall patching and painting, Key card system, door repairs and soffit and gutter repairs. Total estimated cost for these projects totaled: \$47,000.00.

A reserve for emergency capital expenses was requested by the County in the amount of \$100,000.

The payment amounts were created using the usage percentage calculated as follows:

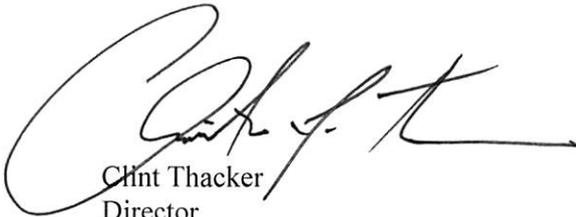
| <u>Title/Category</u> | <u>Amount</u> |
|--|----------------------|
| Total of Capital Projects Fund Regarding the Shelter: | \$562,000.00 |
| Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter: | \$281,000.00 |
| 2016 Obligation of the Combined Cities: | \$56,200.00 |
| The City's 2015 Usage Rate: | (Example) 27.14% |
| The City's 2016 Calendar Year Obligation to the County: | (Example)\$15,252.68 |

The 2016 inter-local agreement was included with this letter. Please have the agreement reviewed and signed by your attorney, Mayor and City recorder.

Once signed, return the agreement to me and I will submit the agreement to the County Commissioners for final approval.

A copy of the fully executed agreement will be sent to you via email. If you need a signed original, please send me two signed copies of the agreement and one will be mailed back to you.

Thank you again for this equal partnership. If you have questions or concerns please let me know.



Clint Thacker
Director
Davis County Animal Care & Control

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Clearfield City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the “Department”), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the “Shelter”);

D. WHEREAS, the City desires to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City’s limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City’s animal control ordinance;
- 2) Issue notices of violation of the City’s animal control ordinance;
- 3) Issue citations for violations of the City’s animal control ordinance;
- 4) Collect fees and costs pursuant to the City’s animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department’s emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

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| <u>To the City:</u> Clearfield City Attention: City Manager 55 S State Street Clearfield, UT 84015 | <u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025 |
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

17. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

CLEARFIELD CITY

Mayor

Dated: _____

ATTEST:

Clearfield City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Clearfield City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

| <u>Title/Category</u> | <u>Subtitle/Subcategory</u> | <u>Amount</u> |
|---|-----------------------------|---|
| Budgeted 2016 Expenditures by Davis County for Animal Care and Control: | Personnel: | \$1,474,056 |
| | Operating: | \$307,165 |
| | Capital Equipment: | \$44,217 |
| | Allocations: | + \$69,811 |
| | Total Expenditures: | \$1,895,237 |
| Projected 2016 Revenues of Davis County Animal Care and Control: | Licenses | \$220,000 |
| | Shelter Fees | \$190,000 |
| | Surgical Fees | \$45,000 |
| | Wildlife Fees | \$50,393 |
| | Donations | + \$11,500 |
| | Total Revenues: | \$516,893 |
| Projected 2016 Expenditures Less Projected 2016 Revenues: | | \$1,895,237 - \$516,893 \$1,378,345 |
| Combined Cities' 50% Obligation: | | \$1,378,345 x 0.50 \$689,172 |
| Average of the City's Total Billable Calls for 2014 and 2015: | | 1,472 |
| Average of Combined Cities' Total Billable Calls for 2014 and 2015: | | 11,543 |
| The City's 2015 Usage Rate: | | 1,472/ <u>11,543</u> 12.75% |
| The City's 2016 Calendar Year Obligation to the County: | | \$87,869.46 |

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

| <u>Title/Category</u> | <u>Frequency/Amount</u> |
|---|-------------------------|
| The City's Wildlife Calls for 2015 | 83 |
| Cost to City for Each Wildlife Call in 2015 | \$25.75 |
| The City's 2016 Calendar Year Obligation to County for Wildlife Calls | \$2,137.25 |

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

| <u>Title/Category</u> | <u>Amount</u> |
|--|---------------|
| Total of Capital Projects Fund Regarding the Shelter: | \$562,000.00 |
| Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter: | \$281,000.00 |
| 2016 Obligation of the Combined Cities: | \$56,200.00 |
| The City's 2015 Usage Rate: | 12.75% |
| The City's 2016 Calendar Year Obligation to the County: | \$7,165.50 |

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.



City of Clearfield Energy Performance Contract Facility Improvement Measure (FIM) Summary



Published On: 5/24/16

| FIM Name | Facility | FIM Description | Annual Utility Savings | Annual Operational Savings | Total Annual Savings | Construction Cost* | Simple Payback (Years)** |
|--|-------------------------------|--|------------------------|----------------------------|----------------------|---------------------|--------------------------|
| New Heat Recovery Ventilators at the Clearfield Aquatic Center and Controls Improvements | Clearfield Aquatic Center | Replace the four natatorium air conditioning systems with two heat recovery ventilators designed specifically for natatorium use. Units will have flat plate heat recovery, natural gas heat and cooling capability and Integrate the non-natatorium heat pumps to the central building automation system and allow for troubleshooting and control adjustments through a web-based interface. | \$79,700 | \$6,400 | \$86,100 | \$1,286,771 | N/A |
| LED Lighting Upgrade | City Hall - Police Department | Upgrade lighting system to LED with controls in selected locations. | \$13,638 | \$5,200 | \$18,838 | \$181,871 | 9.7 |
| LED Lighting Upgrade | Clearfield Acquatic Center | Upgrade lighting system to LED with controls in selected locations. | \$11,809 | \$2,600 | \$14,409 | \$187,008 | 13.0 |
| Purchase Street Light Poles and Retrofit with LED | Clearfield, City Wide | Purchase the street light poles currently owned by Rocky Mountain Power and retrofit to LED. Increased maintenance cost is included. | \$113,927 | -\$25,000 | \$88,927 | \$766,932*** | 8.6 |
| FIMs Subtotal | | | \$ 219,074 | \$ (10,800) | \$ 208,274 | \$ 2,422,581 | 11.6 |
| Technical Energy Audit | | | | | | \$30,000 | |
| McKinstry Contingency (3.5%) | | | | | | \$73,144 | |
| Clearfield Contingency (1.5%) | | | | | | \$31,347 | |
| Project Total | | | \$ 219,074 | \$ (10,800) | \$ 208,274 | \$ 2,557,072 | 12.3 |

* Since design, project management and other project related costs are distributed among the FIMs, the project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are removed from the final contracted scope of work.

** N/A depicts a capital measure or project related costs which are not driven by utility and/or operational savings.

*** This cost includes the budget of \$332,750 for the City of Clearfield to purchase the streetlight poles from Rocky Mountain Power

Confidential and Proprietary

ERU-1 & ERU-2

CONSTRUCTION

CASING

- SMACNA leakage class rating of 5.0
- Maximum panel deflection shall not exceed L/250 at design total static pressure
- Minimum R-13 insulation value for walls, ceilings, and flooring
- 2" thick double wall thermal-break panels, 22 gauge high performance polyester painted steel (Innovent standard gray) outer wall, 0.040" aluminum inner wall
- 2 lb/ft³ polyurethane foam injected insulation in the walls and roof
- Designed for outdoor installation
- 22 gauge high performance polyester painted steel (Innovent standard gray) pitched roof
- Unit shall ship in one piece

FLOOR

- Floor shall be 2" thick paneled construction with 0.080" flat aluminum walk-on surface and 0.040" aluminum underside of paneled floor (not exposed to air stream)
- 2 lb/ft³ polyurethane foam injected insulation
- The unit construction described above will not accommodate a plenum style curb

FRAME & STRUCTURAL BASE

- Frame and panel construction provided with aluminum structural tube framing members
- 10 ga coated welded steel structural base
- Lifting lugs mounted on unit base

ACCESS

- Double wall insulated access doors with stainless steel piano hinges, corrosion resistant compression latches
- Doors shall be tool lockable

UNIT INLETS/OUTLETS

- Return air inlet with duct connection
- Supply air outlet with duct connection
- Exhaust air outlet with weather hood and aluminum bird screen
- Outside air inlet with weather hood and aluminum bird screen

COMPONENTS

PLATE HEAT EXCHANGER

- Aluminum sensible cross flow flat plate heat exchanger
- 8 mil smooth aluminum plates separated by formed ribs
- Aluminum frame and end plates
- Aluminum drain pan
- Accessories:
 - Magnehelic pressure gauge (2)

DX COIL

- AHRI rated DX Coil with galvanized steel casing, 0.016 thick copper tubes, and 0.008 thick aluminum fins
- Stainless steel IAQ drain pan
- A baked epoxy corrosion resistant coating is provided

SUPPLY FAN

- Airfoil plenum fan, welded aluminum wheel
- Direct drive assembly
- 1" spring isolated unitary fan/motor base, flex connectors provided at fan inlet
- A baked Hi-Pro polyester corrosion resistant coating is provided
- TEFC premium efficiency motors
 - VFD-rated with class F insulation
 - Shaft grounding is provided on each motor

EXHAUST FAN

- Airfoil plenum fan, welded aluminum wheel
- Direct drive assembly
- 1" spring isolated unitary fan/motor base, flex connectors provided at fan inlet
- A baked Hi-Pro polyester corrosion resistant coating is provided

Scope Of Supply



- TEFC premium efficiency motors
 - VFD-rated with class F insulation
 - Shaft grounding is provided on each motor

OUTSIDE FILTER

- 2" pleated MERV 8 filter
- Side access filter rack construction to be aluminum

RETURN FILTER

- 2" aluminum filter
- Side access filter rack construction to be aluminum

DAMPERS

- Outside air inlet: galvanized steel airfoil blade, galvanized steel frame, modulating actuator
- Exhaust air outlet: aluminum airfoil blade, aluminum frame, modulating actuator
- Plate heat exchanger face/bypass: galvanized steel airfoil blade, galvanized steel frame, modulating actuator
- Plate heat exchanger recirculation: aluminum airfoil blade, aluminum frame, modulating actuator
- Motorized dampers:
 - AMCA certified performance
 - Leakage rating of 3 CFM/ft² at 1" wg
 - Synthetic bearings

INDIRECT FIRED FURNACE

- Indirect fired inshot gas furnace
- ETL listed per ANSI Z83.8 standards
- 409SS heat exchanger tubes
- 3 2-stage control valves and one 5:1 modulating gas valve to provide a total turndown of 20:1
- One gas connection per burner, any gas line manifolding by others

WATER-COOLED REFRIGERATION

- Integral water cooled refrigeration system provided with hermetic scroll compressor(s) and fluid-to-refrigerant condenser(s).
- Refrigeration circuit management control board provided for each circuit: stand-alone controller not viewable from the BMS, limits cycle times, controls head pressure water valves, monitors refrigerant pressures and temperatures, logs alarms and has a single alarm output, refrigerant circuit locked out to protect compressor if 3 pressure trips occur within 120 minutes.
- All refrigeration circuits tested, dehydrated and charged with refrigerant.
- Extent of factory water piping: Innovent will provide an inlet strainer, flow switch and P/T ports attached to each water to refrigerant condenser(s) (one provided for each circuit). No additional water piping is done at the factory.
- Field water piping required: The installing contractor will need to provide and install the main header external to the unit casing (on any unit with multiple circuits), all circuit piping, and all water piping specialties required for functional operation. Any field installed water piping must be insulated in the field by the installing contractor after final water balancing and test out.
- Miscellaneous Additions:
 - Refrigeration safety Controls

ELECTRICAL

- Unit ETL listed as a complete package, unit factory wired to unit mounted NEMA 3R control panel, power panel is provided with a power distribution block
- Major electrical components UL listed (non-fused disconnect switch, control circuit fusing, control circuit transformer, fan motor starters, and overloads as applicable)
- Power wiring enclosed in conduit
- Single point power connection
- A single supply fan VFD for the array is provided by Innovent and factory installed by Innovent
 - No manual bypass included
- A single exhaust fan VFD for the array is provided by Innovent and factory installed by Innovent
 - No manual bypass included

CONTROLS

- A fully-programmed Carel DDC controller is provided.
 - A standard Innovent sequence of operation will be provided. Any customization of the standard sequence will require factory approval, revised pricing and a revised PO.
- This pricing does not include any controls start-up or commissioning services (those can be added for additional cost if required - consult factory for pricing).
- Type of BMS interface to be specified to Innovent at or before the release of the job. If the type of interface has not been specified by the time of release, no BMS interface card will be provided.
- Sensors/transducers/switches are provided and installed by Innovent.

ADDITIONAL UNIT DETAILS

EQUIPMENT MOUNTING

Scope Of Supply



- Roof curb by others

ETL Listing

- ANSI/U.L. 1995: Heating and Cooling Equipment

WARRANTIES

- All Innovent warranties begin at equipment start up or 6 months from shipment, whichever occurs first. If the warranties need to be extended from what is shown, please contact the factory for pricing.
- 1 year PARTS ONLY unit warranty is provided per Innovent's standard warranty terms

FACTORY TESTING/REPORTS

- Standard run testing done (consult factory for more details)

START UP

- Start up by others

OWNER TRAINING SERVICES

- Owner training by others

MISCELLANEOUS

- Miscellaneous Additions:
 - Unit Splits (Qty: 0)

Performance Data Summary



ERU-1 & ERU-2

| MODEL | ALTITUDE (Ft) |
|----------------------------|---------------|
| NDHU-OU-PL-27800-DX-IF-460 | 4500.00 |

| FILTER: PANEL | | | | | | | SUPPLY | |
|---------------|---------|------------|-----------------|------|-----|------------|-------------|--|
| CFM | TYPE | DEPTH (in) | FACE VEL. (FPM) | MERV | QTY | WIDTH (in) | HEIGHT (in) | |
| 13920 | Pleated | 2 | 418 | 8 | 10 | 20 | 24 | |

| AIR-TO-AIR ENERGY RECOVERY: CROSS FLOW FLAT PLATE HEAT EXCHANGER | | | | | | | SUPPLY & RETURN | |
|--|-------|-----------------|-----------------|-----------------------|---------------|-----------------|-----------------|--|
| OUTSIDE AIR DATA | | | | RETURN AIR DATA | | | | |
| MODE | CFM | EAT (DB/WB)(°F) | LAT (DB/WB)(°F) | CFM | EAT(°F) / %RH | LAT (DB/WB)(°F) | | |
| Cooling | 13920 | 86.3/65.0 | 85.5/64.7 | 16704 | 85.0/50.0% | 85.6/70.3 | | |
| Heating | 13920 | 9.0/6.5 | 54.7/35.3 | 16704 | 85.0/24.8% | 46.9/45.8 | | |
| Heating - Min OA | 6960 | 9.0/6.5 | 61.9/39.0 | 9744 | 85.0/38.1% | 52.9/52.9 | | |
| MODEL: H-1-50C-1800 | | | | DEFROST TEMP (°F): 34 | | | | |

| FAN/MOTOR ASSEMBLY | | | | | | | | | | SUPPLY |
|--------------------|-------|-------|------|--------|-----------|------|-----------|------|------|------------|
| QTY | CFM | CLASS | SIZE | TYPE | TSP ("WC) | RPM | Motor RPM | BHP | MHP | MOTOR TYPE |
| 2 | 13920 | III | 24 | Plenum | 4.39 | 2088 | 1800 | 14.0 | 20.0 | TEFC |
| TOTAL: | 27840 | - | - | - | 4.39 | - | - | 28.0 | 40.0 | - |

| TSP CALCULATION | | | | | | | | | |
|-------------------|------|-------------------------|------|----------------------------|------|------------------------------|----------|--|--|
| ESP ("WC) | 1.75 | Filter Clean PD ("WC) | 0.24 | Plate Heat Exchanger ("WC) | 0.75 | Indirect Fired Furnace ("WC) | 0.28 | | |
| Casing Loss ("WC) | 0.30 | Filter Loading PD ("WC) | 0.38 | DX Coil ("WC) | 0.49 | TSP: | 4.39 "WC | | |

| DIRECT EXPANSION | | | | | | | | | | SUPPLY |
|------------------|-----|-----------------|-----------------|-------------|--------|----------|----------|------|-----|--------|
| CFM | FPM | EAT (DB/WB)(°F) | LAT (DB/WB)(°F) | MBH (T/S) | REF | CIRCUITS | SST (°F) | ROWS | FPI | |
| 27840 | 726 | 85.3/67.5 | 69.6/62.7 | 419.1/396.9 | R-410A | 2 | 50.6 | 3 | 7 | |

| INDIRECT FIRED FURNACES | | | | | | | SUPPLY |
|-------------------------|----------|----------|--------|---------|-----------|--------------|--------|
| CFM | EDB (°F) | LDB (°F) | MBH IN | MBH OUT | FUEL TYPE | GAS PRESSURE | |
| 27840 | 69.9 | 97.4 | 1000 | 700 | NG | 6-14"WC | |
| FURNACE# | MBH IN | MBH OUT | | | | | |
| IDF #1 | 500 | 350 | | | | | |
| IDF #2 | 500 | 350 | | | | | |

| FILTER: PANEL | | | | | | | RETURN | |
|---------------|----------|------------|-----------------|------|-----|------------|-------------|--|
| CFM | TYPE | DEPTH (in) | FACE VEL. (FPM) | MERV | QTY | WIDTH (in) | HEIGHT (in) | |
| 30624 | Aluminum | 2 | 638 | N/A | 12 | 24 | 24 | |

| FAN/MOTOR ASSEMBLY | | | | | | | | | | EXHAUST |
|--------------------|-------|-------|------|--------|-----------|------|-----------|------|------|------------|
| QTY | CFM | CLASS | SIZE | TYPE | TSP ("WC) | RPM | Motor RPM | BHP | MHP | MOTOR TYPE |
| 2 | 8352 | II | 22 | Plenum | 2.90 | 1779 | 1800 | 5.7 | 7.5 | TEFC |
| TOTAL: | 16704 | - | - | - | 2.90 | - | - | 11.5 | 15.0 | - |

| TSP CALCULATION | | | | | | | | | |
|-------------------|------|-------------------------|------|----------------------------|------|------|----------|--|--|
| ESP ("WC) | 1.00 | Filter Clean PD ("WC) | 0.14 | Plate Heat Exchanger ("WC) | 1.03 | - | - | | |
| Casing Loss ("WC) | 0.30 | Filter Loading PD ("WC) | 0.43 | - | - | TSP: | 2.90 "WC | | |

| WATER-COOLED REFRIGERATION | | | | | | | | | | NONAIRSTREAM |
|----------------------------|----------|----------|----------|----------|---------------|-----------|---------|----------|-------------|--------------|
| TONS | GLYCOL % | REF. EER | EWT (°F) | LWT (°F) | GPM PER CIRC. | TOTAL GPM | WPD/CKT | CIRCUITS | # OF STAGES | GLYCOL TYPE |
| 35.0 | N/A | 19.7 | 85.0 | 94.2 | 50 | 100 | 3.5 | 2 | MOD | N/A |

| ELECTRICAL INFORMATION | | | | | | | UNIT POWER | | |
|------------------------|-------|-------|------------|------------|--|--------|------------|-------|--|
| COMPONENT | VOLTS | PHASE | FREQ. (Hz) | DISCONNECT | | FUSING | MOP | MCA | |
| Unit | 460 | 3 | 60 | 200.0 | | N/A | 125 | 119.0 | |

| AMP SUMMARY | | | | | | | |
|-------------|---------|------------|----------|----------------------------|----------|--------|-------|
| Exhaust Fan | 9.4 x 2 | Supply Fan | 24.0 x 2 | Water-Cooled Refrigeration | 23.1 x 2 | Total: | 113.0 |

| Performance | |
|----------------------|-------|
| Quantity | 2 |
| Volume (CFM) | 8,352 |
| External SP (in. wg) | 2.9 |
| Total SP (in. wg) | 2.9 |
| Operating Power (hp) | 5.72 |
| Start-Up Power (hp) | 5.72 |
| Fan RPM | 1781 |
| Max Fan RPM | 2,475 |
| Oper. Frequency (Hz) | 60 |
| Elevation (ft) | 4,500 |
| Start-up Temp.(F) | 70 |
| Operating Temp.(F) | 70 |

| Fan Configuration | |
|-------------------|------------|
| Size | 22 |
| Class | II |
| Arrangement | 4 |
| Rotation | CW |
| Orientation | Horizontal |

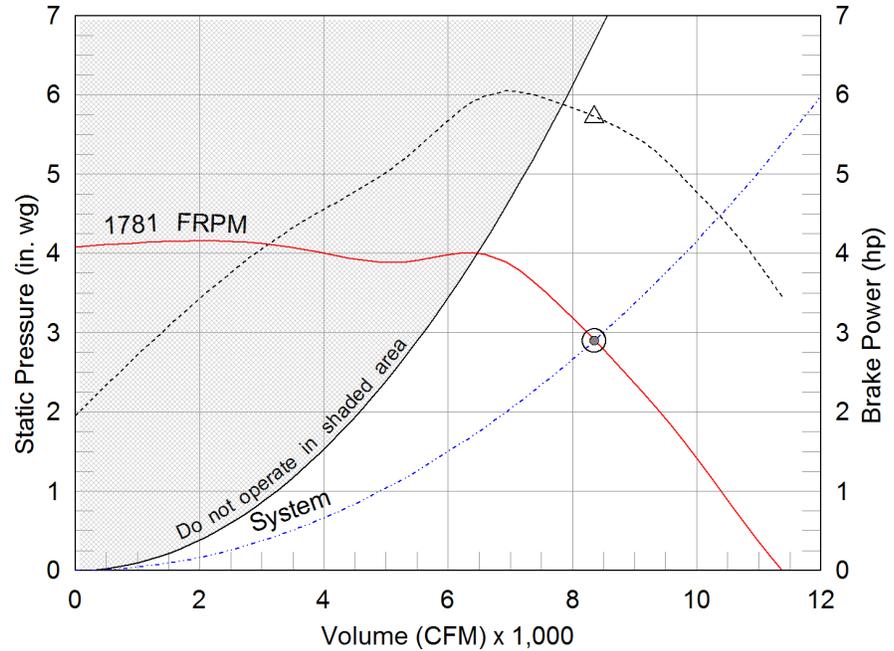
| Equipment Weights | |
|-------------------|-----|
| Fan (LMD)(lb) | 159 |
| Motor/Drive (lb) | 127 |
| Accessories (lb) | 0 |

| Misc Fan Data | |
|--------------------------|--------|
| Outlet Velocity (ft/min) | 2,215 |
| Static Efficiency (%) | 67 |
| Tip Speed (ft/min) | 10,373 |
| Corner Weight A (lb) | 80 |
| Corner Weight B (lb) | 80 |
| Corner Weight C (lb) | 63 |
| Corner Weight D (lb) | 63 |

| Motor and Drives | |
|------------------|-----------|
| Motor Supplier | Greenheck |
| Size (hp) | 7 1/2 |
| RPM | 1770 |
| Enclosure | TEFC |
| Voltage | 460 |
| Cycle | 60 |
| Phase | 3 |
| Frame Size | 213T |
| Max Frame Size | 286 |
| Location | Centered |

Model: 22-APH-4-95-II-75
 Plenum Fan

Operating Performance



- △ Operating Bhp point
- Operating point at Total SP
- Operating point at External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve



Sound Power by Octave Band

| Sound Data | 62.5 | 125 | 250 | 500 | 1000 | 2000 | 4000 | 8000 | LwA | dBA | Sones |
|------------|------|-----|-----|-----|------|------|------|------|-----|-----|-------|
| Inlet | 82 | 82 | 88 | 84 | 79 | 78 | 73 | 69 | 86 | 75 | 23 |
| Outlet | 87 | 88 | 91 | 90 | 88 | 85 | 80 | 75 | 93 | 81 | 34 |

LwA - A weighted sound power level, based on ANSI S1.4
 dBA - A weighted sound pressure level, based on 11.5 dB attenuation per octave band at 5 ft- dBA levels are not licensed by AMCA International
 Sones - calculated using AMCA 301 at 5 ft

| Performance | |
|----------------------|--------|
| Quantity | 2 |
| Volume (CFM) | 13,920 |
| External SP (in. wg) | 4.39 |
| Total SP (in. wg) | 4.39 |
| Operating Power (hp) | 13.99 |
| Start-Up Power (hp) | 13.99 |
| Fan RPM | 2089 |
| Max Fan RPM | 2,744 |
| Oper. Frequency (Hz) | 71 |
| Elevation (ft) | 4,500 |
| Start-up Temp.(F) | 70 |
| Operating Temp.(F) | 70 |

| Fan Configuration | |
|-------------------|------------|
| Size | 24 |
| Class | III |
| Arrangement | 4 |
| Rotation | CW |
| Orientation | Horizontal |

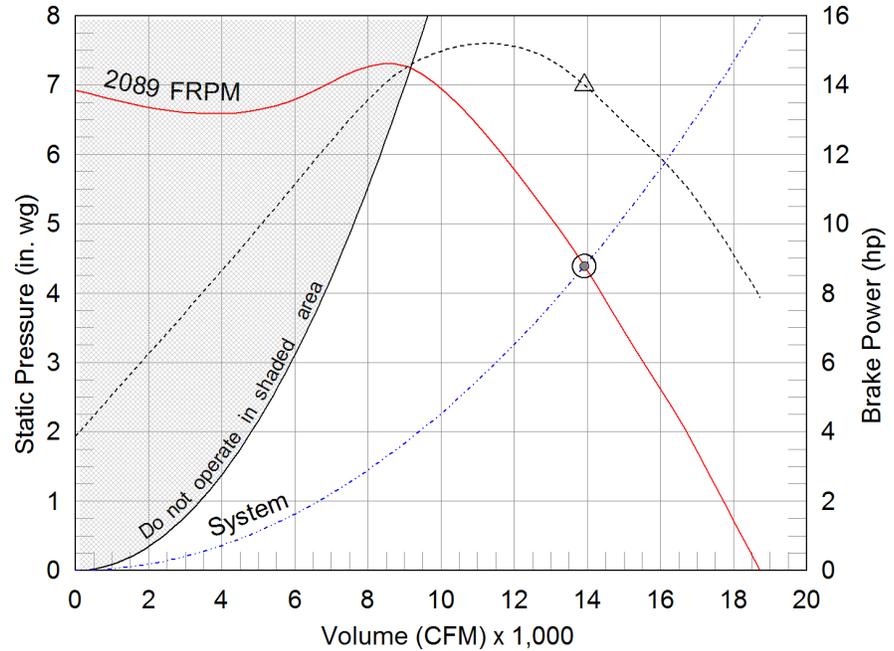
| Equipment Weights | |
|-------------------|-----|
| Fan (LMD)(lb) | 195 |
| Motor/Drive (lb) | 303 |
| Accessories (lb) | 0 |

| Misc Fan Data | |
|--------------------------|--------|
| Outlet Velocity (ft/min) | 3,046 |
| Static Efficiency (%) | 69 |
| Tip Speed (ft/min) | 13,401 |
| Corner Weight A (lb) | 157 |
| Corner Weight B (lb) | 157 |
| Corner Weight C (lb) | 91 |
| Corner Weight D (lb) | 91 |

| Motor and Drives | |
|------------------|-----------|
| Motor Supplier | Greenheck |
| Size (hp) | 20 |
| RPM | 1770 |
| Enclosure | TEFC |
| Voltage | 460 |
| Cycle | 60 |
| Phase | 3 |
| Frame Size | 256T |
| Max Frame Size | 326 |
| Location | Centered |

Model: 24-APH-4-100-III-200 Plenum Fan

Operating Performance



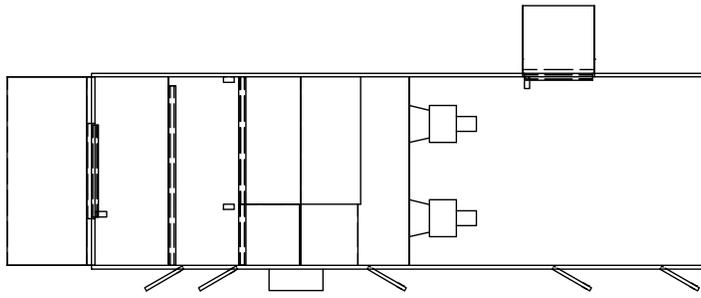
- △ Operating Bhp point
- Operating point at Total SP
- Operating point at External SP
- Fan curve
- - - System curve
- - - Brake horsepower curve



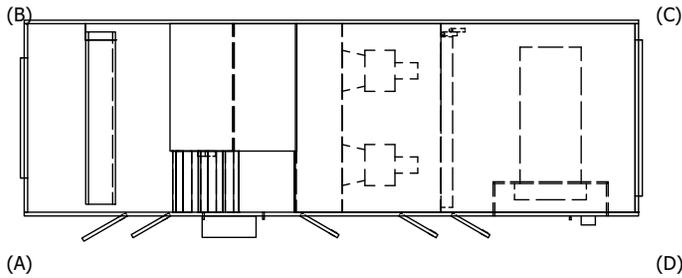
Sound Power by Octave Band

| Sound Data | 62.5 | 125 | 250 | 500 | 1000 | 2000 | 4000 | 8000 | LwA | dBA | Sones |
|------------|------|-----|-----|-----|------|------|------|------|-----|-----|-------|
| Inlet | 84 | 87 | 92 | 96 | 88 | 85 | 80 | 77 | 96 | 84 | 40 |
| Outlet | 89 | 92 | 95 | 101 | 97 | 91 | 85 | 81 | 101 | 90 | 57 |

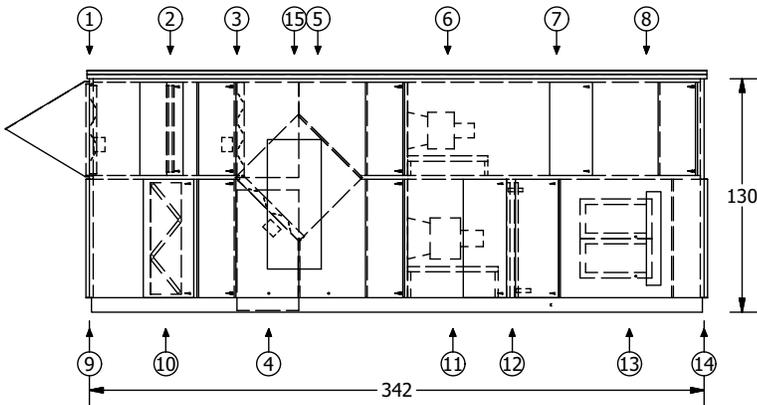
LwA - A weighted sound power level, based on ANSI S1.4
 dBA - A weighted sound pressure level, based on 11.5 dB attenuation per octave band at 5 ft- dBA levels are not licensed by AMCA International
 Sones - calculated using AMCA 301 at 5 ft



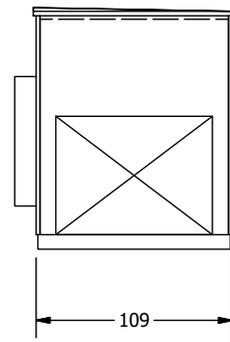
PLAN VIEW (UPPER)



PLAN VIEW (LOWER)



ELEVATION VIEW



RIGHT END VIEW

COMPONENTS:

- 1) OUTSIDE AIR INLET HOOD W/ DAMPER
- 2) 2" MERV 8 FILTERS
- 3) PLATE HX FACE & BYPASS DAMPER
- 4) PLATE HX RECIRCULATION DAMPER
- 5) PLATE HEAT EXCHANGER
- 6) EXHAUST FAN, TYP. OF 2
- 7) EXHAUST AIR OUTLET HOOD W/ DAMPER
- 8) WATER-COOLED REFRIGERATION
- 9) RETURN AIR INLET (66.00" X 67.00")
- 10) 2" N/A FILTERS
- 11) SUPPLY FAN, TYP. OF 2
- 12) DX COIL
- 13) INDIRECT FIRED FURNACE, TYP. OF 2
- 14) SUPPLY AIR OUTLET (66.00" X 87.00")
- 15) CONTROL PANEL/MAIN DISCONNECT

WEIGHT: 14200 LBS.

CENTER OF GRAVITY:

CGx: 222"

CGy: 55"

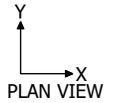
CORNER WEIGHTS:

A: 2479 LBS.

B: 2522 LBS.

C: 4639 LBS.

D: 4560 LBS.



NOTE(S):

- HOODS MAY SHIP LOOSE FOR FIELD INSTALLATION BY OTHERS.

RECOMMENDED CLEARANCES

- MINIMUM 12" IN FRONT OF ALL HOODS.
- MINIMUM 40" IN FRONT OF ALL SERVICE ACCESS LOCATIONS.
- MINIMUM 36", OR AS LOCAL CODES DICTATE, IN FRONT OF ALL ELECTRICAL PANELS. EXTERNALLY MOUNTED PANEL DEPTH CAN VARY FROM 8" - 16". 52" OF CLEAR SPACE IS RECOMMENDED AT EVERY ELECTRICAL PANEL LOCATION SHOWN.
- COMPONENT REMOVAL MAY REQUIRE MORE SPACE THAN LISTED RECOMMENDED CLEARANCES.



DESCRIPTION:
UNIT DRAWING

TAG #
ERU-1 & ERU-2

PROJECT:
Clearfield Aquatic Center

DATE:
3/9/2016

REV #

City of Clearfield

Project Pro-Forma with Payments Matched to Savings

Published On:

5/24/2016



| General Inputs | |
|------------------------------|-------------|
| EPC Construction Cost | \$2,557,072 |
| Customer Capital | \$0 |
| Construction Period Interest | \$34,606 |
| Financed Cost | \$2,591,678 |
| Years of Analysis | 25 |
| Finance Term (Yrs) | 12.0 |
| Interest Rate | 2.32% |

| Annual Savings | |
|-----------------------|------------|
| Electric | \$156,890 |
| Natural Gas & Propane | \$62,183 |
| O&M | (\$10,800) |

| Escalation Rates | |
|------------------------|-------|
| Electric | 2.68% |
| Natural Gas & Propane | 4.50% |
| O&M | 2.00% |
| O&M Last Year | 25 |
| General Inflation Rate | 2.10% |

| Measurement & Verification | |
|----------------------------|----------|
| Year 1 M&V Cost | \$15,011 |
| Year 2-3 M&V Cost | \$11,258 |
| M&V End Year | 2 |

| Results | |
|-----------|--------------|
| 20-YR NPV | \$ 1,912,586 |
| 25-YR NPV | \$ 3,239,114 |

| Year | Annual Savings | | | M&V Cost | Total Annual Savings Less M&V | Cash Flow Analysis | | | | |
|--------|-----------------------|-------------|---------------|------------|-------------------------------|--------------------|---------------|---------------|--------------|-------------------|
| | Total Utility Savings | O&M Savings | Total Savings | | | Interest | Principal | Total Payment | Loan Balance | Annual Cash Flow* |
| 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,591,678 | \$0 |
| 1 | \$219,073 | (\$10,800) | \$208,273 | (\$15,011) | \$193,262 | (\$60,127) | (\$133,134) | (\$193,261) | \$2,458,544 | \$1 |
| 2 | \$226,076 | (\$11,016) | \$215,060 | (\$11,258) | \$203,802 | (\$57,038) | (\$146,763) | (\$203,801) | \$2,311,781 | \$1 |
| 3 | \$233,317 | (\$11,236) | \$222,081 | \$0 | \$222,081 | (\$53,633) | (\$168,447) | (\$222,080) | \$2,143,334 | \$1 |
| 4 | \$240,806 | (\$11,461) | \$229,345 | \$0 | \$229,345 | (\$49,725) | (\$179,619) | (\$229,344) | \$1,963,715 | \$1 |
| 5 | \$248,551 | (\$11,690) | \$236,861 | \$0 | \$236,861 | (\$45,558) | (\$191,302) | (\$236,860) | \$1,772,414 | \$1 |
| 6 | \$256,562 | (\$11,924) | \$244,638 | \$0 | \$244,638 | (\$41,120) | (\$203,517) | (\$244,637) | \$1,568,897 | \$1 |
| 7 | \$264,848 | (\$12,163) | \$252,686 | \$0 | \$252,686 | (\$36,398) | (\$216,286) | (\$252,685) | \$1,352,610 | \$1 |
| 8 | \$273,420 | (\$12,406) | \$261,014 | \$0 | \$261,014 | (\$31,381) | (\$229,633) | (\$261,013) | \$1,122,978 | \$1 |
| 9 | \$282,288 | (\$12,654) | \$269,634 | \$0 | \$269,634 | (\$26,053) | (\$243,580) | (\$269,633) | \$879,398 | \$1 |
| 10 | \$291,463 | (\$12,907) | \$278,556 | \$0 | \$278,556 | (\$20,402) | (\$258,152) | (\$278,555) | \$621,246 | \$1 |
| 11 | \$300,956 | (\$13,165) | \$287,790 | \$0 | \$287,790 | (\$14,413) | (\$273,377) | (\$287,789) | \$347,869 | \$1 |
| 12 | \$310,779 | (\$13,428) | \$297,350 | \$0 | \$297,350 | (\$8,071) | (\$289,279) | (\$297,349) | \$58,590 | \$1 |
| 13 | \$320,944 | (\$13,697) | \$307,247 | \$0 | \$307,247 | (\$1,359) | (\$58,590) | (\$59,950) | \$0 | \$247,298 |
| 14 | \$331,465 | (\$13,971) | \$317,494 | \$0 | \$317,494 | \$0 | \$0 | \$0 | \$0 | \$317,494 |
| 15 | \$342,354 | (\$14,250) | \$328,103 | \$0 | \$328,103 | \$0 | \$0 | \$0 | \$0 | \$328,103 |
| 16 | \$353,625 | (\$14,535) | \$339,089 | \$0 | \$339,089 | \$0 | \$0 | \$0 | \$0 | \$339,089 |
| 17 | \$365,292 | (\$14,826) | \$350,466 | \$0 | \$350,466 | \$0 | \$0 | \$0 | \$0 | \$350,466 |
| 18 | \$377,371 | (\$15,123) | \$362,248 | \$0 | \$362,248 | \$0 | \$0 | \$0 | \$0 | \$362,248 |
| 19 | \$389,876 | (\$15,425) | \$374,451 | \$0 | \$374,451 | \$0 | \$0 | \$0 | \$0 | \$374,451 |
| 20 | \$402,824 | (\$15,734) | \$387,090 | \$0 | \$387,090 | \$0 | \$0 | \$0 | \$0 | \$387,090 |
| 21 | \$416,232 | (\$16,048) | \$400,183 | \$0 | \$400,183 | \$0 | \$0 | \$0 | \$0 | \$400,183 |
| 22 | \$430,116 | (\$16,369) | \$413,747 | \$0 | \$413,747 | \$0 | \$0 | \$0 | \$0 | \$413,747 |
| 23 | \$444,495 | (\$16,697) | \$427,799 | \$0 | \$427,799 | \$0 | \$0 | \$0 | \$0 | \$427,799 |
| 24 | \$459,388 | (\$17,031) | \$442,358 | \$0 | \$442,358 | \$0 | \$0 | \$0 | \$0 | \$442,358 |
| 25 | \$474,815 | (\$17,371) | \$457,444 | \$0 | \$457,444 | \$0 | \$0 | \$0 | \$0 | \$457,444 |
| Totals | \$8,256,935 | (\$345,927) | \$7,911,008 | (\$26,269) | \$7,884,739 | (\$445,279) | (\$2,591,678) | (\$3,036,957) | N/A | \$4,847,782 |

Confidential and Proprietary

| Qty | Description |
|-----|---|
| 8 | AEL - CobraH ATB0- 48 w |
| 1 | AEL - CobraH ATB2- 133 w |
| 383 | AEL - CobraH ATBS- 39w |
| 21 | AEL - CobraH ATBS- 49 w |
| 35 | AEL - CobraH ATBM- 115w |
| 30 | AEL - CobraH ATBM- 150w |
| 6 | AEL - CobraH ATBM- 60w |
| 65 | LED-LLC 8046 - ScrewIn LED 65w top LEDs |
| 169 | LED-LLC 8084 - ScrewIn LED 45w xdriver |

[Project Summary and Line by Line Details](#)



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

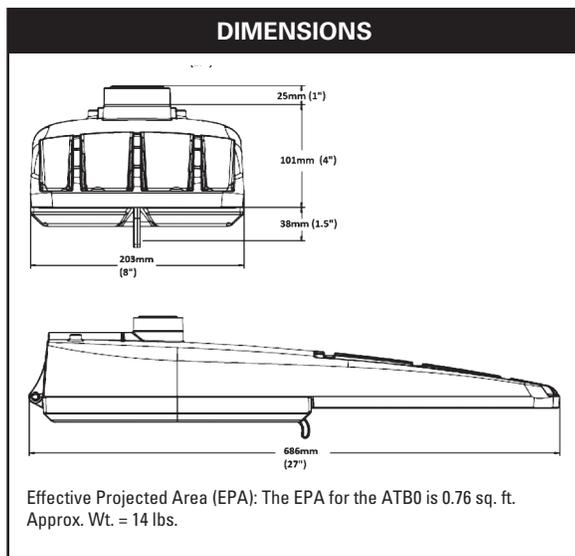
PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

48W FIXTURE REPLACING (8) 175W AREA LIGHTS OR SHOEBOXES



Features:

OPTICAL

Same Light: Performance is comparable to 70-200W HPS roadway luminaires.

White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easily leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117). Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure over 5000 hours.

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking style photocontrol - PCSS (10 year rated life)
Extreme long life solid state locking style photocontrol - PCLL (20 year rated life).

Multi-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Autobahn Series ATB0

Roadway Lighting

ORDERING INFORMATION

Example: ATB0 30LEDE10 MVOLT R2

| Series | Performance Packages | Voltage | Optics |
|----------------------------------|---|---|--|
| ATB0 Autobahn LED Roadway | 20BLEDE53 ¹ 20B Chips, 525mA Driver 20BLEDE70 20B Chips, 700mA Driver 20BLEDE10 20B Chips, 1050mA Driver 20BLEDE13 20B Chips, 1300mA Driver 30BLEDE70 30B Chips, 700mA Driver 30BLEDE85 30B Chips, 850mA Driver 30BLEDE10 30B Chips, 1050mA Driver 30BLEDE13 30B Chips, 1300mA Driver | MVOLT Multi-volt, 120-277V 347 347V 480 480V | R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V |

Options

Color Temperature (CCT)

- (Blank)** 4000K CCT, 70 CRI Min. (Standard)
5K 5000K CCT, 70 CRI Min.

Paint

- (Blank)** Gray (Standard)
BK Black
BZ Bronze
DDB Dark Bronze
GI Graphite
WH White

Surge Protection

- Blank** Acuity SPD with inductive filter circuit (Standard)
MP² MOV Pack
IL² SPD with Indicator Light

Terminal Block

- (Blank)** Terminal Block (Standard)
T2 Wired to L1 & L2 Positions

Misc.

- BL** External Bubble Level
CR Enhanced Corrosion Resistant Finish
HS House-Side Shield
NL Nema Label
XL Not CSA Certified

Controls

- (Blank)** 3 Pin NEMA Photocontrol Receptacle (Standard)
P5³ 5 Pin Photocontrol Receptacle (Dimmable Driver Included)
P7³ 7 Pin Photocontrol Receptacle (Dimmable Driver Included)
NR No Photocontrol Receptacle
AO⁴ Field Adjustable Output
DM 0V-10V Dimmable Driver (Controls by others)
ML^{5,6} Multi-Level Dimming
PCSS² Solid State Lighting Photocontrol (120-277V)
PCLL Solid State Long Life Photocontrol
SH Shorting Cap

Packaging

- (Blank)** Single Unit (Standard)
JP Job Pack (42/Pallet)

Notes

- 20BLEDE53 not compatible with the following options: P5, P7, AO, DM, ML.
- Not available in 347 or 480V.
- Not available with DM, ML or NR.
- Not available with DM or ML options.
- Not available with AO, DM, P5 or P7 options.
- Dimming Schedule and light level information required from the customer in order to configure product. Contact Infrastructure Technical Support to proceed.

P E R F O R M A N C E P A C K A G E

| Performance Package | Drive Current (mA) | Input Watts | Optic | 4000K CCT | | LLD @ 25°C | |
|---------------------|--------------------|-------------|-------|------------------|----------------|------------|------------|
| | | | | Delivered Lumens | Efficacy (LPW) | 50k Hours | 100k Hours |
| 20B | 525 | 39 | R2 | 4623 | 119 | 0.98 | 0.96 |
| | 700 | 48 | | 5571 | 116 | 0.98 | 0.96 |
| | 1000 | 72 | | 7760 | 108 | 0.96 | 0.92 |
| | 1300 | 88 | | 8990 | 102 | 0.95 | 0.89 |
| | 525 | 39 | R3 | 4635 | 119 | 0.98 | 0.96 |
| | 700 | 48 | | 5598 | 117 | 0.98 | 0.96 |
| | 1000 | 72 | | 7829 | 109 | 0.96 | 0.92 |
| | 1300 | 88 | | 9099 | 103 | 0.95 | 0.89 |
| | 525 | 39 | R4 | 4542 | 116 | 0.98 | 0.96 |
| | 700 | 48 | | 5487 | 114 | 0.98 | 0.96 |
| | 1000 | 72 | | 7653 | 106 | 0.96 | 0.92 |
| | 1300 | 88 | | 8870 | 101 | 0.95 | 0.89 |
| | 525 | 39 | R5 | 4945 | 127 | 0.98 | 0.96 |
| | 700 | 48 | | 5976 | 125 | 0.98 | 0.96 |
| | 1000 | 72 | | 8391 | 117 | 0.96 | 0.92 |
| | 1300 | 88 | | 9759 | 111 | 0.95 | 0.89 |
| 30B | 700 | 70 | R2 | 8536 | 122 | 0.98 | 0.96 |
| | 850 | 86 | | 9891 | 115 | 0.96 | 0.92 |
| | 1000 | 104 | | 11806 | 114 | 0.96 | 0.92 |
| | 1300 | 129 | | 13754 | 107 | 0.95 | 0.89 |
| | 700 | 70 | R3 | 8413 | 120 | 0.98 | 0.96 |
| | 850 | 86 | | 9774 | 114 | 0.96 | 0.92 |
| | 1000 | 104 | | 11639 | 112 | 0.96 | 0.92 |
| | 1300 | 129 | | 13502 | 105 | 0.95 | 0.89 |
| | 700 | 70 | R4 | 8209 | 117 | 0.98 | 0.96 |
| | 850 | 86 | | 9635 | 112 | 0.96 | 0.92 |
| | 1000 | 104 | | 11392 | 110 | 0.96 | 0.92 |
| | 1300 | 129 | | 13215 | 102 | 0.95 | 0.89 |
| | 700 | 70 | R5 | 8576 | 123 | 0.98 | 0.96 |
| | 850 | 86 | | 9968 | 116 | 0.96 | 0.92 |
| | 1000 | 104 | | 11847 | 114 | 0.96 | 0.92 |
| | 1300 | 129 | | 13766 | 107 | 0.95 | 0.89 |

Note: Information shown above is based on nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.

| ATB0 LLD Multiplier | 15°C | 20°C | 25°C | 30°C | 35°C | 40°C |
|------------------------|------|------|------|------|------|------|
| | 1.02 | 1.01 | 1 | 0.98 | 0.97 | 0.95 |

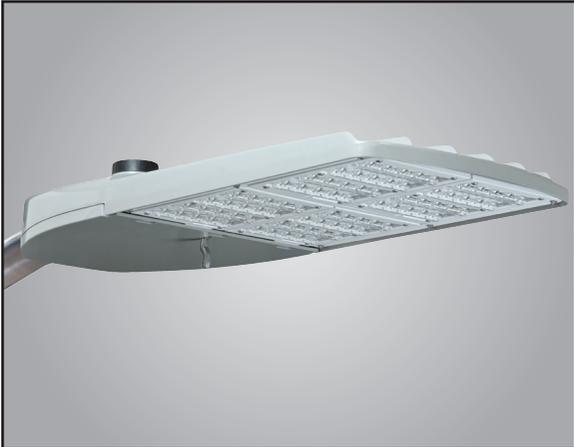
To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.





Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

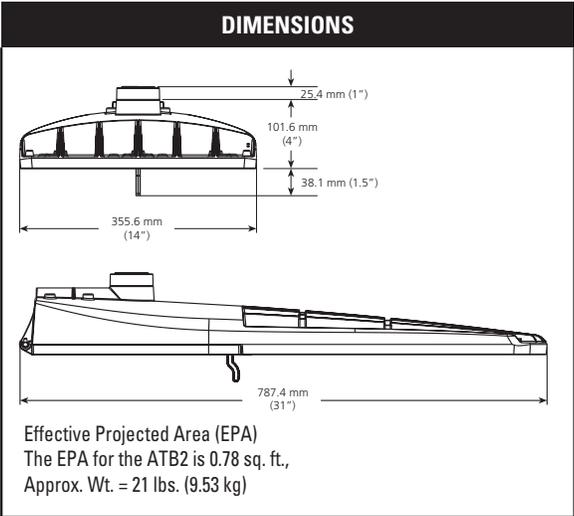
PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

133W FIXTURE REPLACING (1) 400W SHOEBOX



Features:

OPTICAL

Same Light: Performance is comparable to 250-400W HPS roadway luminaires.

White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available in Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an average of 40-60% over comparable HPS platforms.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Easy to Maintain: Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117) Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure to 5000 hours.

Four-bolt mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter and provides a 3G vibration rating per ANSI C136.

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 Pin photocontrol receptacle is standard, with the Acuity designed ANSI 5 Pin and 7 Pin receptacles optionally available.

Premium solid state locking sale photocontrol - PCSS (10 year rated life). Extreme long life sold state locking style photocontrol - PCLL (20 year rated life).

Mult-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and can also allow a single fixture to be flexibly applied in many different applications.

WARRANTY & STANDARDS

5 year limited warranty. Full warranty terms located at http://www.acuitybrands.com/Libraries/Terms_and_Conds/ABL_LED_Commerical_Outdoor.sflb.ashx

Rated for -40°C to 40°C ambient.

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37



ORDERING INFORMATION

Example: ATB2 40LEDE70 MVOLT R2

| Series | Performance Packages | Voltage | Optics |
|---|---|---|--|
| ATB2 Autobahn LED Roadway & Security | 40BLEDE70 40B Chips, 700mA Driver 40BLEDE10 40B Chips, 1050mA Driver 40BLEDE13 40B Chips, 1300mA Driver 60BLEDE70 60B Chips, 700mA Driver 60BLEDE85 60B Chips, 850mA Driver 60BLEDE10 60B Chips, 1050mA Driver 60BLEDE13 60B Chips, 1300mA Driver 80BLEDE70 80B Chips, 700mA Driver 80BLEDE85 80B Chips, 850mA Driver 80BLEDE10 80B Chips, 1050mA Driver | MVOLT Multi-volt, 120-277V 347 347V 480 480V | R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V |

Options

Color Temperature (CCT)

- (Blank)** 4000K CCT, 70 CRI Min. (Standard)
- 5K** 5000K CCT, 70 CRI Min.

Paint

- (Blank)** Gray (Standard)
- BK** Black
- BZ** Bronze
- DDB** Dark Bronze
- GI** Graphite
- WH** White

Surge Protection

- Blank** Acuity SPD with inductive filter (Standard)
- MP¹** MOV Pack
- IL¹** SPD with Indicator Light

Terminal Block

- (Blank)** Terminal Block (Standard)
- T2** Wired to L1 & L2 Positions

Misc.

- BL** External Bubble Level
- CR** Enhanced Corrosion Resistant Finish
- HS** House-Side Shield
- NL** Nema Label
- XL** Not CSA Certified

Controls

- (Blank)** 3 Pin NEMA Photocontrol Receptacle (Standard)
- P5** 5 Pin Photocontrol Receptacle (Dimmable Driver Included)
- P7** 7 Pin Photocontrol Receptacle (Dimmable Driver Included)
- NR** No Photocontrol Receptacle
- AO²** Field Adjustable Output
- DM** 0V-10V Dimmable Driver (Controls by others)
- ML^{3,4}** Multi-Level Dimming
- PCSS¹** Solid State Lighting Photocontrol (120-277V)
- PCLL** Solid State Long Life Photocontrol
- SH** Shorting Cap

Packaging

- (Blank)** Single Unit (Standard)
- JP** Job Pack (24/Pallet)

Notes

1. Not available in 347 or 480V.
2. Not available with DM or ML options.
3. Not available with AO, DM, P5 or P7 options.
4. Dimming schedule and light level information required from the customer in order to configure product. Contact Infrastructure Technical Support to proceed.

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.



PERFORMANCE PACKAGE

| Performance Package | Drive Current (mA) | Input Watts | Optic | 4000K CCT | | LLD @ 25°C | |
|---------------------|--------------------|-------------|-------|------------------|----------------|------------|------------|
| | | | | Delivered Lumens | Efficacy (LPW) | 50k Hours | 100k Hours |
| 40B | 700 | 91 | R2 | 11266 | 124 | 0.98 | 0.96 |
| | 1000 | 138 | | 15685 | 114 | 0.95 | 0.90 |
| | 1300 | 177 | | 18277 | 103 | 0.94 | 0.88 |
| | 700 | 91 | R3 | 11160 | 123 | 0.98 | 0.96 |
| | 1000 | 138 | | 15520 | 112 | 0.95 | 0.90 |
| | 1300 | 177 | | 18050 | 102 | 0.94 | 0.88 |
| | 700 | 91 | R4 | 10775 | 118 | 0.98 | 0.96 |
| | 1000 | 138 | | 15015 | 109 | 0.95 | 0.90 |
| | 1300 | 177 | | 17341 | 98 | 0.94 | 0.88 |
| | 700 | 91 | R5 | 12097 | 133 | 0.98 | 0.96 |
| | 1000 | 138 | | 16729 | 121 | 0.95 | 0.90 |
| | 1300 | 177 | | 19564 | 111 | 0.94 | 0.88 |
| 60B | 700 | 133 | R2 | 16986 | 128 | 0.98 | 0.96 |
| | 850 | 173 | | 19966 | 115 | 0.95 | 0.90 |
| | 1000 | 208 | | 23710 | 114 | 0.95 | 0.90 |
| | 1300 | 260 | | 27308 | 105 | 0.94 | 0.88 |
| | 700 | 133 | R3 | 17128 | 129 | 0.98 | 0.96 |
| | 850 | 173 | | 20105 | 116 | 0.95 | 0.90 |
| | 1000 | 208 | | 23250 | 112 | 0.95 | 0.90 |
| | 1300 | 260 | | 27477 | 106 | 0.94 | 0.88 |
| | 700 | 133 | R4 | 16516 | 124 | 0.98 | 0.96 |
| | 850 | 173 | | 19429 | 112 | 0.95 | 0.90 |
| | 1000 | 208 | | 22718 | 109 | 0.95 | 0.90 |
| | 1300 | 260 | | 26400 | 102 | 0.94 | 0.88 |
| | 700 | 133 | R5 | 17882 | 134 | 0.98 | 0.96 |
| | 850 | 173 | | 21000 | 121 | 0.95 | 0.90 |
| | 1000 | 208 | | 24673 | 119 | 0.95 | 0.90 |
| 1300 | 260 | 28838 | | 111 | 0.94 | 0.88 | |
| 80B | 700 | 180 | R2 | 22528 | 125 | 0.98 | 0.96 |
| | 850 | 224 | | 26394 | 118 | 0.95 | 0.90 |
| | 1000 | 274 | | 30998 | 113 | 0.95 | 0.90 |
| | 700 | 180 | R3 | 22127 | 123 | 0.98 | 0.96 |
| | 850 | 224 | | 25955 | 116 | 0.95 | 0.90 |
| | 1000 | 274 | | 30491 | 111 | 0.95 | 0.90 |
| | 700 | 180 | R4 | 21701 | 121 | 0.98 | 0.96 |
| | 850 | 224 | | 25350 | 113 | 0.95 | 0.90 |
| | 1000 | 274 | | 29567 | 108 | 0.95 | 0.90 |
| | 700 | 180 | R5 | 23799 | 132 | 0.98 | 0.96 |
| | 850 | 224 | | 27851 | 124 | 0.95 | 0.90 |
| | 1000 | 274 | | 32391 | 118 | 0.95 | 0.90 |

Note: Information shown above is based on nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.

| ATB2 LLD Multiplier | 15°C | 20°C | 25°C | 30°C | 35°C | 40°C |
|---------------------|------|------|------|------|------|------|
| | 1.02 | 1.01 | 1 | 0.99 | 0.97 | 0.96 |

To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.





Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

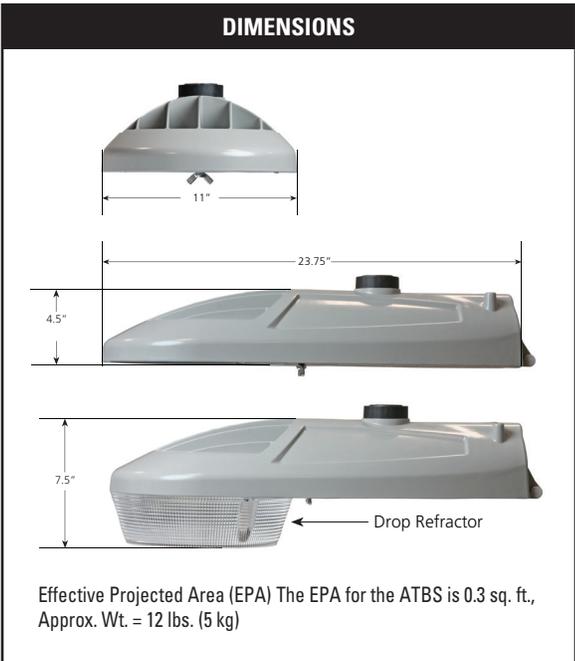
PRODUCT OVERVIEW



Applications:

- Residential streets
- Parking lots
- General security lighting

39W FIXTURES REPLACING (383) 100W COBRA HEADS
49W FIXTURES REPLACING (21) 150W COBRA HEADS



Features:

OPTICAL

Same Light: Performance is comparable to 50W – 150W HPS and up to 175W Mercury Vapor roadway and security lighting luminaires.

White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, and V roadway distributions. When used with the optional acrylic refractor the unit provides approximately 10% uplight and increased vertical foot-candles

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt clamping mechanism provides 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life)
Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life)

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

STANDARDS

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

ORDERING INFORMATION

Example: ATBS A MVOLT R2

| Series | Performance Packages | Voltage | Optics |
|---|--|-----------------------------------|---|
| ATBS Autobahn LED Roadway & Security | A 1,800 lumens B 2,400 lumens E 4,000 lumens F 4,600 lumens G 5,600 lumens H 6,300 lumens | MVOLT Multi-volt, 120-277V | R2 Roadway Type II R3 Roadway Type III R5 Roadway Type V D2 Type II, Drop Refractor included D3 Type III, Drop Refractor included D5 Type V, Drop Refractor included |

| Options | | |
|--|--|--|
| <u>Color Temperature (CCT)</u> (Blank) 4000K CCT, 70 CRI Min. (standard) 5K 5000K CCT, 70 CRI Min. | <u>Controls</u> (Blank) 3 Pin NEMA Photocontrol Receptacle NR¹ No Photocontrol Receptacle DM 0V-10V Dimmable Driver P5 5 Pin Photocontrol Receptacle (dimnable driver included) P7 7 Pin Photocontrol Receptacle (dimnable driver included) PCSS¹ DTL DSS Photocontrol PCL1¹ DTL DLL Photocontrol 120-277V A0 Field Adjustable Output SH Shorting Cap | <u>Accessories</u> ATBSREF Drop Refractor for field installation ATBSHSS House Side Shield for field installation ATBSLTS Light Trespass Shield for field installation |
| <u>Paint</u> Blank Gray (Standard) BK Black WH White BZ Bronze | <u>Install Packages</u> PKGS DTL DSS Photocontrol PKGL DTL DLL Photocontrol Packages ship with selected photocontrol, 24", 1 1/4" diameter arm, 5' of prewire and mounting hardware | |
| <u>Surge Protection</u> Blank Acuity SPD-10kV/5kA with inductive filter (Standard) MP MOV Pack IL SPD with Indicator Light | | |
| <u>Misc.</u> HSS House Side Shield NL NEMA Label XL Not CSA Certified | | |

Notes

1. Not available with Install Packages.



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 www.americanelectriclighting.com

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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
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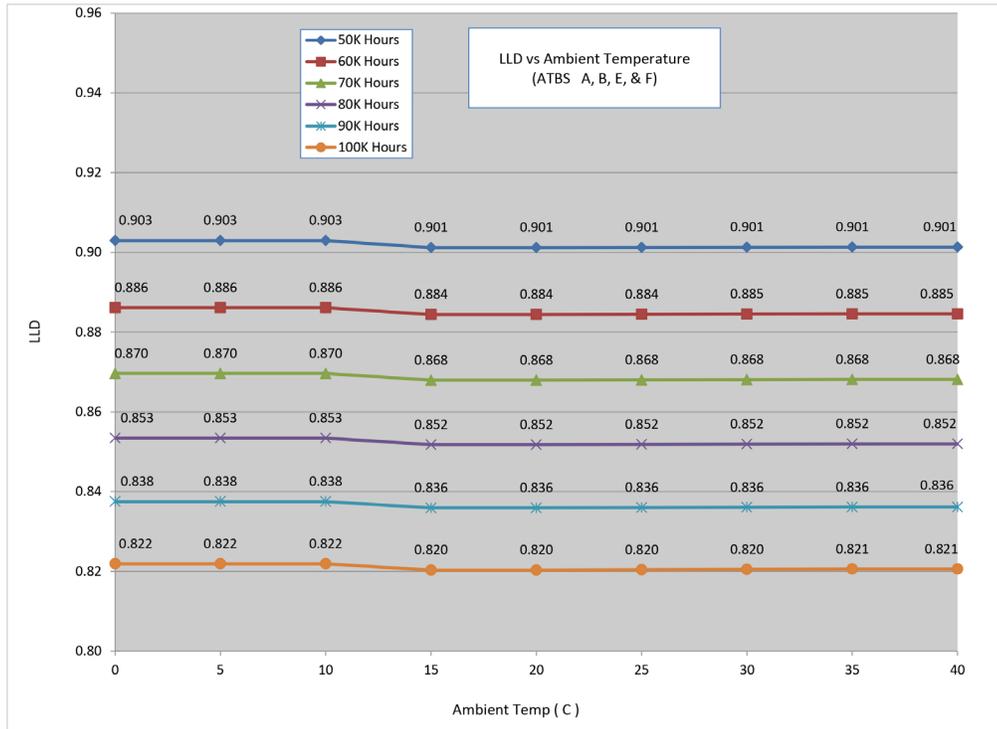
Please contact your sales representative for the latest product information.

PERFORMANCE PACKAGE

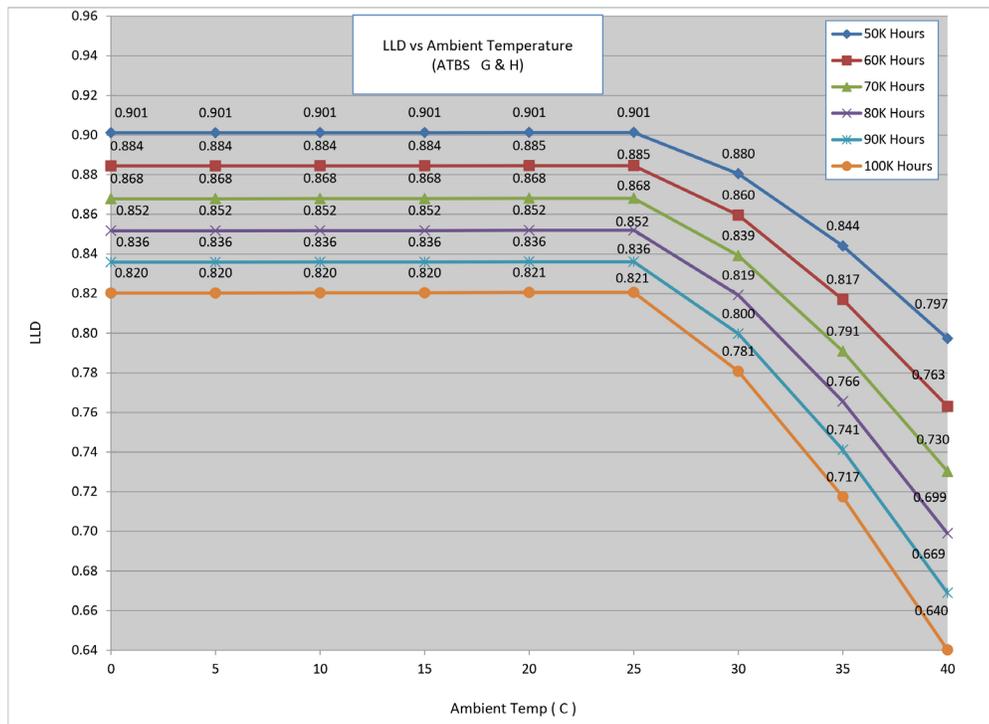
| Performance Package | Distribution | Lumens | LPW | Input Watts |
|---------------------|--------------|--------|-----|-------------|
| A | R2 | 1,761 | 98 | 18 |
| | R3 | 1,755 | 98 | |
| | R5 | 1,838 | 102 | |
| | D2 | 1,685 | 94 | |
| | D3 | 1,658 | 92 | |
| | D5 | 1,767 | 98 | |
| B | R2 | 2,302 | 96 | 24 |
| | R3 | 2,309 | 96 | |
| | R5 | 2,411 | 100 | |
| | D2 | 2,203 | 92 | |
| | D3 | 2,182 | 91 | |
| | D5 | 2,318 | 97 | |
| E | R2 | 3,962 | 102 | 39 |
| | R3 | 3,979 | 102 | |
| | R5 | 4,246 | 109 | |
| | D2 | 3,791 | 97 | |
| | D3 | 3,760 | 96 | |
| | D5 | 4,089 | 105 | |
| F | R2 | 4,563 | 93 | 49 |
| | R3 | 4,477 | 91 | |
| | R5 | 4,795 | 98 | |
| | D2 | 4,366 | 89 | |
| | D3 | 4,231 | 86 | |
| | D5 | 4,612 | 94 | |
| G | R2 | 5,629 | 88 | 64 |
| | R3 | 6,030 | 85 | |
| | R5 | 5,837 | 91 | |
| | D2 | 5,386 | 84 | |
| | D3 | 5,118 | 80 | |
| | D5 | 5,590 | 87 | |
| H | R2 | 6,249 | 87 | 72 |
| | R3 | 6,321 | 88 | |
| | R5 | 6,739 | 94 | |
| | D2 | 5,979 | 83 | |
| | D3 | 5,973 | 83 | |
| | D5 | 6,436 | 89 | |

Note: Information shown above is based on nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.

PERFORMANCE PACKAGE



* LLD vs. temperature charts are based on LM-80 chip data and in-situ thermal test testing per IES TM-21



* LLD vs. temperature charts are based on LM-80 chip data and in-situ thermal test testing per IES TM-21



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Please contact your sales representative for the latest product information.



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

PRODUCT OVERVIEW



Applications:

- Residential streets
- Parking lots
- High speed roadways

60W FIXTURES REPLACING (6) 175W COBRA HEADS
 115W FIXTURES REPLACING (35) 250W COBRA HEADS
 150W FIXTURES REPLACING (30) 400W COBRA HEADS

Features:

OPTICAL

Same Light: Performance is comparable to 150W – 250W HPS

White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life)
 Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control - PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

STANDARDS

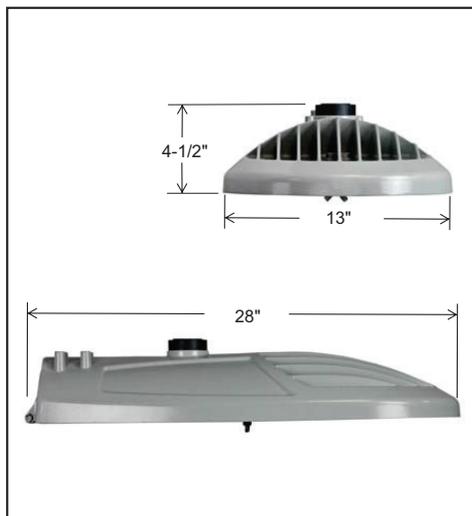
DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

DIMENSIONS



Effective Projected Area (EPA)
 The EPA for the ATBM is 0.3 sq. ft.,
 Approx. Wt. = 21 lbs. (9.5 kg)

Autobahn Series ATBM Roadway

ORDERING INFORMATION

Example: ATBM A MVOLT R2

| Series | Performance Packages | Voltage | Optics | Mounting |
|----------------------------------|---|--|--|---|
| ATBM Autobahn LED Roadway | A 7,000 lumens B 8,000 lumens C 9,000 lumens D 11,600 lumens E 13,400 lumens F 15,700 lumens G 16,600 lumens H 17,400 lumens | MVOLT Multi-volt, 120-277V 347 347V 480 480V | R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V | (Blank) 2 Bolt Mounting 4B 4 Bolt Mounting |

| Options |
|---------|
|---------|

Color Temperature (CCT)

(Blank) 4000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint

(Blank) Gray
BK Black
BZ Bronze
DDB Dark Bronze
GI Graphite
WH White

Surge Protection

(Blank) Acuity SPD
MP MOV Pack¹
IL SPD with Indicator Light

Miscellaneous Options

HSS House Side Shield
NL NEMA Label Indicating Wattage
XL Not CSA Certified – No Terminal Block Cover

Control Options

(Blank) 3 Pin NEMA Photocontrol Receptacle
P5 5 Pin Photocontrol Receptacle
P7 7 Pin Photocontrol Receptacle
NR No Photocontrol Receptacle
AO Field Adjustable Output
DM 0-10V Dimmable Driver
PCSS Solid-State Lighting Photocontrol
PCLL Solid-State Long Life Photocontrol
PCCC Solid-State Long Life Photocontrol with remote control on/off
SH Shorting Cap

Packages

(Blank) Standard Pack
JP Job Pack (36/pallet)

Accessories

ATBMHSS House Side Shield
ATBMLTS Light Trespass Shield
RKATBMMVOLTSPD ATBM Acuity SPD Replacement Kit MVOLT
RKATBMHVSPD ATBM Acuity SPD Replacement Kit 347/480V
RKATBMMVOLTMP ATBM MOV Pack Replacement Kit
RKATBMMVOLTIL ATBM IL SPD Replacement Kit

Notes:

1. Not available with G and H performance packages.

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.



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PERFORMANCE PACKAGE

| Performance Package | Distribution | 4000 K CCT | | | LLD @ 25°C | | |
|---------------------|--------------|------------|-------------|-----|------------|-----------|------------|
| | | Lumens | Input Watts | LPW | 50K Hours | 75K Hours | 100K Hours |
| A | R2 | 7,114 | 60 | 118 | 89 | 84 | 80 |
| | R3 | 7,024 | | 117 | | | |
| | R4 | 6,958 | | 116 | | | |
| | R5 | 7,469 | | 124 | | | |
| B | R2 | 8,090 | 70 | 115 | 89 | 84 | 80 |
| | R3 | 8,016 | | 114 | | | |
| | R4 | 7,924 | | 113 | | | |
| | R5 | 8528 | | 121 | | | |
| C | R2 | 9031 | 81 | 112 | 89 | 84 | 80 |
| | R3 | 8,942 | | 111 | | | |
| | R4 | 8,827 | | 110 | | | |
| | R5 | 9,517 | | 118 | | | |
| D | R2 | 11,769 | 95 | 124 | 90 | 87 | 84 |
| | R3 | 11,690 | | 123 | | | |
| | R4 | 11,534 | | 121 | | | |
| | R5 | 12,388 | | 130 | | | |
| E | R2 | 13,601 | 115 | 118 | 90 | 87 | 84 |
| | R3 | 13,416 | | 117 | | | |
| | R4 | 13,323 | | 116 | | | |
| | R5 | 14,263 | | 124 | | | |
| F | R2 | 15,932 | 133 | 120 | 90 | 86 | 83 |
| | R3 | 15,741 | | 118 | | | |
| | R4 | 15,476 | | 116 | | | |
| | R5 | 16,691 | | 125 | | | |
| G | R2 | 17,102 | 150 | 114 | 90 | 86 | 83 |
| | R3 | 16,974 | | 113 | | | |
| | R4 | 16,635 | | 111 | | | |
| | R5 | 17,938 | | 119 | | | |
| H | R2 | 18,085 | 164 | 111 | 90 | 86 | 83 |
| | R3 | 17,929 | | 110 | | | |
| | R4 | 17,439 | | 107 | | | |
| | R5 | 18,966 | | 116 | | | |

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.



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SKU (USA)

LED-8046M30
LED-8046M42
LED-8046M57

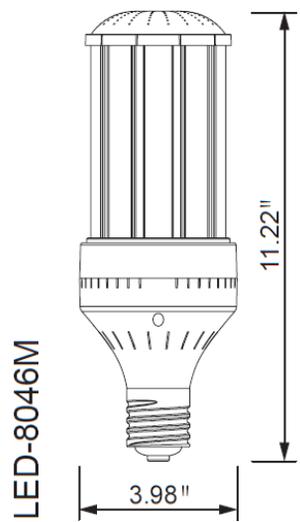
SKU (Canada)

LED-8046M30C 65W 3000K
LED-8046M42C 65W 4200K
LED-8046M57C 65W 5700K

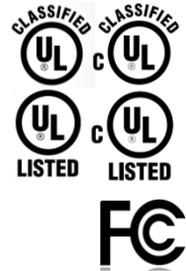
65W LAMP RETROFIT FOR (65) 175W POST TOPS

Technical Specifications

| Models US/CAN | LED-8046M30/ LED-8046M30C | LED-8046M42/ LED-8046M42C | LED-8046M57/ LED-8046M57C |
|----------------------------|---|------------------------------|------------------------------|
| CCT | 3000K | 4200K | 5700K |
| Power Consumption | 65 watts | | |
| Replaces | 175 - 250w MH/HPS | | |
| Mounting | E39 | | |
| Voltage | 120-277VAC (USA) 120-347VAC (CANADA) | | |
| LED Type | 414 Hongli LED's | | |
| Beam Angle | 360 | | |
| Dimmable | No | | |
| Operating Temp | -40°F - +122°F | | |
| Rated R70 Life | Up to 50,000 Hrs. | | |
| Warranty | 5 Year Limited* | | |
| LM79 Specifications | No | Yes | Yes |
| Power (W) | 65 | 65.7 | 65 |
| CCT | 3000 | 4014 | 6.84 |
| Light Output | 5850 | 6350 | 6497 |
| Efficacy | 89 | 96.6 | 99.9 |
| THD @ 120V | | | |
| THD @ 277V | | 14.06% | 18.87% |
| PF @ 120V | | | |
| PF @ 277V | | 0.927 | 0.919 |
| CRI: | 81 | 82.2 | 80.9 |
| R9 | | 10 | -7 |
| Duv | | 0.0025 | 0.0049 |
| Packaging | 6 / Master Carton | | |
| Unit | 5.4" x 5.4" x 12.68" 2.23 lbs. | | |
| Master | 17.1" x 11.6" x 13.4" 14.8 lbs. | | |



65W
LED for HID
Replaces
250W
MH / HPS



Description:

65W LED retrofit lamp to replace MH and HPS lamps up to 250w, E39 Mogul base. Integrated insect/dust screen. UL damp rated approved for open and fully enclosed fixtures. UL1598C rating allows modified fixture to maintain UL listing

Features:

- Replaces 250w HID Lamps
- 120-277V or 120-347V (Canada)
- UL Classified for damp environments (USA & Canada)
- UL approved for both open and fully enclosed fixtures (USA & Canada)
- Active Cooling Fan >70,000 hr. rated life
- 50,000 HR rated LED life
- 5 year limited warranty (see website for details)

Applications:



Wall Pack



Shoe Box



Post Top

Installation Notes:

- When installing LED-8000 series retrofit lamps within HID fixtures, **ballast must be bypassed** when present.
- 8000 series retrofits are UL damp rated, sealing the fixtures after installation will deliver best results.
- **Installing surge/lightning protectors is highly recommended** and helps to eliminate premature driver failure caused by surges and other power fluctuations.

Note: All specification information falls within a ± 2% range and is subject to change without notice.
NOTE: Light Efficient Design is providing this information to the general public. Please note that all products contained herein are trademarked, copyrighted, and/or have patents pending. Any use of these designs is strictly prohibited without prior written consent. Light Efficient Design protects its proprietary information vigorously in the courts of the United States of America.

SKU (USA)

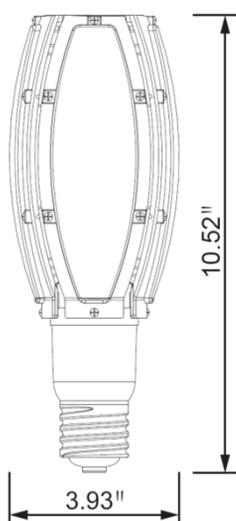
LED-8084M30
LED-8084M42
LED-8084M57

Description

45W 3000K with External Driver
45W 4200K with External Driver
45W 5700K with External Driver

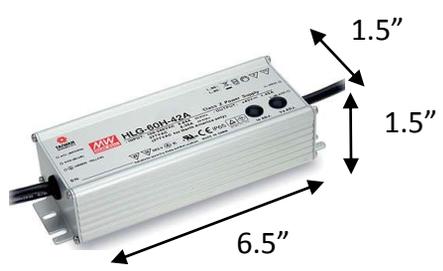
45W LAMP RETROFIT FOR (169) 100W DECOR AND POST TOPS

| Technical Specifications | | | |
|--------------------------|---------------------------------|-------------|-------------|
| Models US/CAN | LED-8084M30 | LED-8084M42 | LED-8084M57 |
| CCT | 3000K | 4200K | 5700K |
| Power Consumption | 45 watts | | |
| Replaces | 175w MH/HPS | | |
| Mounting | E39 | | |
| Voltage | 120-277VAC (USA) | | |
| LED Type | Samsung #5630 SMD | | |
| Beam Angle | 360 | | |
| Dimmable | Yes | | |
| Operating Temp | -40°F - +122°F | | |
| Rated R70 Life | Up to 50,000 Hrs. | | |
| Warranty | 5 Year Limited* | | |
| LM79 Specifications | Yes | Yes | Yes |
| Power (W) | 43.5 | 44.1 | 43.8 |
| CCT | 3136 | 4085 | 5782 |
| Light Output | 4062 | 4273 | 4509 |
| Efficacy | 93.4 | 96.9 | 102.7 |
| THD @ 120V | n/a | n/a | n/a |
| THD @ 277V | 12.70% | 12.70% | 12.60% |
| PF @ 120V | n/a | n/a | n/a |
| PF @ 277V | 0.918 | 0.921 | 0.919 |
| CRI: | 84.4 | 84.4 | 85.8 |
| R9 | 18 | 27 | 11 |
| Duv | -0.0005 | -0.0005 | 0.0024 |
| Packaging | 4 / Master Carton | | |
| Unit | 7.5" x 5.44" x 12" 3.99 lbs. | | |
| Master | 15.8" x 11.6" x 12.6" 25.5 lbs. | | |



HID-X
• EXTERNAL DRIVER LED
• IP65 RATING
• 0-10V / PWM DIMMING

45W
LED for HID
Replaces 175W
MH / HPS



Description:

45W LED retrofit lamp to replace MH and HPS lamps up to 175w, E39 Mogul base. UL wet rated and approved for open or fully enclosed fixtures.

Features:

- Replaces up to 175w HID Lamps
- 120-277V
- Meanwell PWM & 0-10V Dimmable driver
- Driver can be mounted up to 20 meters from lamps with negligible reduction in light output.
- UL approved for both open and fully enclosed fixtures within wet locations (USA & Canada)
- 50,000 HR rated LED life
- 5 year limited warranty (*see website for details)

Applications:



Wall Pack



Shoe Box



Post Top

Installation Notes:

- When installing LED-8000 series retrofit lamps within HID fixtures, **ballast must be bypassed** when present.
- 8000 series retrofits are UL damp rated, sealing the fixtures after installation will deliver best results.
- **Installing surge/lightning protectors is highly recommended** and helps to eliminate premature driver failure caused by surges and other power fluctuations.

Note: All specification information falls within a ± 2% range and is subject to change without notice.
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Project Name: Clearfield Aquatic Center, Clearfield UT

Date: 02/18/16

Product Summary:

| Item# | Unit Tag (s) | Qty | Description | Model # |
|-------|--------------|-----|--------------------------------------|--------------------|
| A1 | DHU-1,2 | 2 | ClimatePak Ventilation Heat Recovery | VHR030-3628FEF032C |

Product Data:

| | |
|----------------------------------|--|
| Unit Tag (s) | DHU-1,2 |
| Unit Location | Outdoors |
| Unit Size | VHR030 |
| Unit Supply Airflow (CFM) | 24,000 |
| Unit Elevation (Ft) | 4,465 |
| Unit Dimension (L x W x H) (In.) | 438.8 x 96 x 114 |
| Estimated Unit Weight (lb) | 15000 |
| Voltage and Power Connection | Single Point, 460V/ 3 PH/ 60 HZ |
| Energy Recovery Option | Vertical Heat Pipe |
| Auxiliary Cooling Option | None |
| Auxiliary Heating Option | Gas Furnace |
| ECC Controller Option | ECC-w/ BACnet I/P |
| Misc Option 1 | Cold Surface Temperature Sensor |
| Misc Option 2 | 115V Convenience Outlet with Compartment Lights |
| Misc Option 3 | NEMA 3R Safety Switch Disconnect |
| Misc Option 4 | N/A |
| Unit Warranty | 25 Months Parts, 30 Day Labor (Refer to std VHR warranty.) |
| Unit Startup | By others |

Climate Summary:

Weather City: Salt Lake City, UT
 Summer Design: 95.2°F DB/ 61.7°F WB
 Winter Design: 9°F



Performance Data:

| FAN SCHEDULE (ALTITUDE = 4465') | | | |
|--|---------------------|------------------------|---------------------|
| Supply Fan | | Exhaust Fan | |
| Size-Class | 36-II | Size-Class | 28-II |
| Type | Direct Drive Plenum | Type | Direct Drive Plenum |
| CFM | 24,000 | CFM | 24,000 |
| Rated Fan Speed (RPM) | 1,225 | Rated Fan Speed (RPM) | 1,860 |
| Brake Horsepower (BHP) | 23.7 | Brake Horsepower (BHP) | 24.9 |
| Motor RPM | 1,200 | Motor RPM | 1,800 |
| Motor Size (HP) | 25 | Motor Size (HP) | 30 |
| ESP (in H2O) | 2.75 | ESP (in H2O) | 1.00 |
| TSP (in H2O) | 4.91 | TSP (in H2O) | 3.57 |
| Supply Fan VFD | | Exhaust Fan VFD | |
| Rated Max Output (HP) | 30 | Rated Max Output (HP) | 30 |
| Rated FLA (Amps) | 44 | Rated FLA (Amps) | 44 |

| HEAT PIPE HEAT RECOVERY SCHEDULE (ALTITUDE = 4465') | | | |
|--|-------------|---------------------------------------|-----------|
| Winter Ventilation Design* | | | |
| Reclaim Section (Outside Air) | | Energy Recovery Section (Exhaust Air) | |
| Total OA (CFM) | 6,000 | Total EA (CFM) | 7,200 |
| EAT DB / WB (°F) | 9 / 6.6 | EAT DB / WB (°F) | 84 / 69.3 |
| LAT DB / WB (°F) | 65.8 / 40.8 | LAT DB / WB (°F) | 51 / 51 |
| Heat Recovery Capacity (Btu/Hr) | | | 260,203 |
| Heat Recovery Efficiency (%) | | | 61.1% |
| Winter Purge Design* | | | |
| Reclaim Section (Outside Air) | | Energy Recovery Section (Exhaust Air) | |
| Total OA (CFM) | 22,800 | Total EA (CFM) | 24,000 |
| EAT DB / WB (°F) | 9 / 6.6 | EAT DB / WB (°F) | 84 / 69.3 |
| LAT DB / WB (°F) | 49.5 / 34.3 | LAT DB / WB (°F) | 54 / 54 |
| Heat Recovery Capacity (Btu/Hr) | | | 319,115 |
| Heat Recovery Efficiency (%) | | | 54.0% |

*Maximum 8600 CFM across heat pipe heat exchanger

| ELECTRICAL INFORMATION | |
|-------------------------------|-------------------|
| VOLT / PH / HZ | 460V/ 3 PH/ 60 HZ |
| MCA (Amps) | 109.9 |
| MOP (Amps) | 131.9 |

| FILTER SCHEDULE - DHU-1,2 | | | |
|----------------------------------|-----------------|--------------------------|-------------------|
| Location | Outside Air | Exhaust Air | Supply Air |
| Type | Alum Perm Media | Pleated Polyester | Pleated Polyester |
| Size H x W, In. (Qty) | 24 X 24 (4) | 20 X 24 (4), 16 X 24 (2) | 24 X 24 (16) |
| Thickness (In.) | 2 | 2 | 2 |
| Filter Area (Ft2) | 16.0 | 18.7 | 64.0 |
| Face Velocity (FPM) | 538 | 461 | 375 |



Performance Data (cont.):

| GAS FURNACE SCHEDULE (ALTITUDE = 4465') | |
|--|-------------|
| Design Airflow (CFM) | 24,000 |
| Fuel Type | Natural Gas |
| Total Input MBH | 1063 |
| Total Output MBH | 698.5 |
| Theoretical value based on performance at elevation (derated 4% per 1000 ft) | |

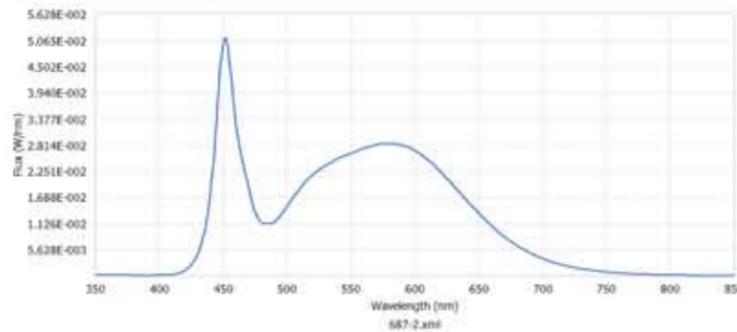
| DIRECT EXPANSION (DX) COIL SCHEDULE (ALTITUDE = 4465') | | | | | | | | | | |
|---|--------------|--------------|--------------|----------|-----------------|----------------|------------|------------|-----|----------|
| Total MBH | Sensible MBH | EAT °F DB/WB | LAT °F DB/WB | PD inH2O | Suction Temp °F | Liquid Temp °F | Height In. | Length In. | Row | Fin Type |
| 378.8 | 378.8 | 95.2 / 61.7 | 63.6 / 49.1 | 0.28 | 50 | 110 | 42.5 | 76 | 4 | N/A |

| DX CONDENSING UNIT SCHEDULE (ALTITUDE = 4465') | |
|--|---------------|
| Dimensions, H x W x L (In.) | 58 x 89 x 129 |
| Weight (Lb) | 2315 |
| Voltage / Phase / Hz | 460-3-60 |
| MCA | 82.6 |
| MOP | 90 |
| * Separate electrical power connection and disconnect required for condensing unit | |

VIALUX RDM SERIES

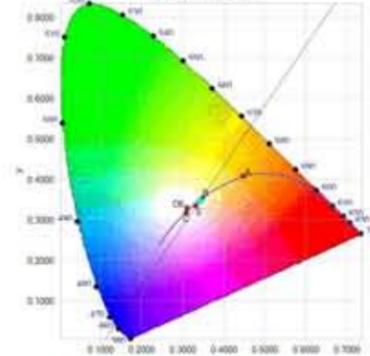
| LED Power | 10 | 18 | 22 |
|----------------------|--------------|--------------|--------------|
| INPUT VOLTAGE | AC 100-277V | AC 100-277V | AC 100-277V |
| CRI | >80 | >80 | >80 |
| POWER FACTOR | >.9 | >.9 | >.9 |
| CHIP SOURCE | EPISTAR 2835 | EPISTAR 2835 | EPISTAR 2835 |
| LUMINOUS OUTPUT | >1000 | >1800 | >2200 |
| LUMINOUS EFFICACY | >100 LM/W | >100 LM/W | >100 LM/W |
| COLOR TEMPERATURE | 3000-6000K | 3000-6000K | 3000-6000K |
| VIEWING ANGLE | 120° | 120° | 120° |
| L70 RATED LIFE @ 25C | >50,000 HRS | >50,000 HRS | >50,000 HRS |

▼ SPECTRAL FLUX GRAPH

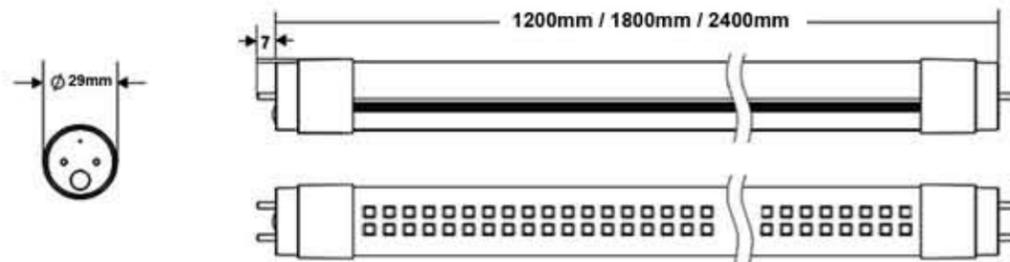


Spectral Response

▼ CHROMATICITY DIAGRAM

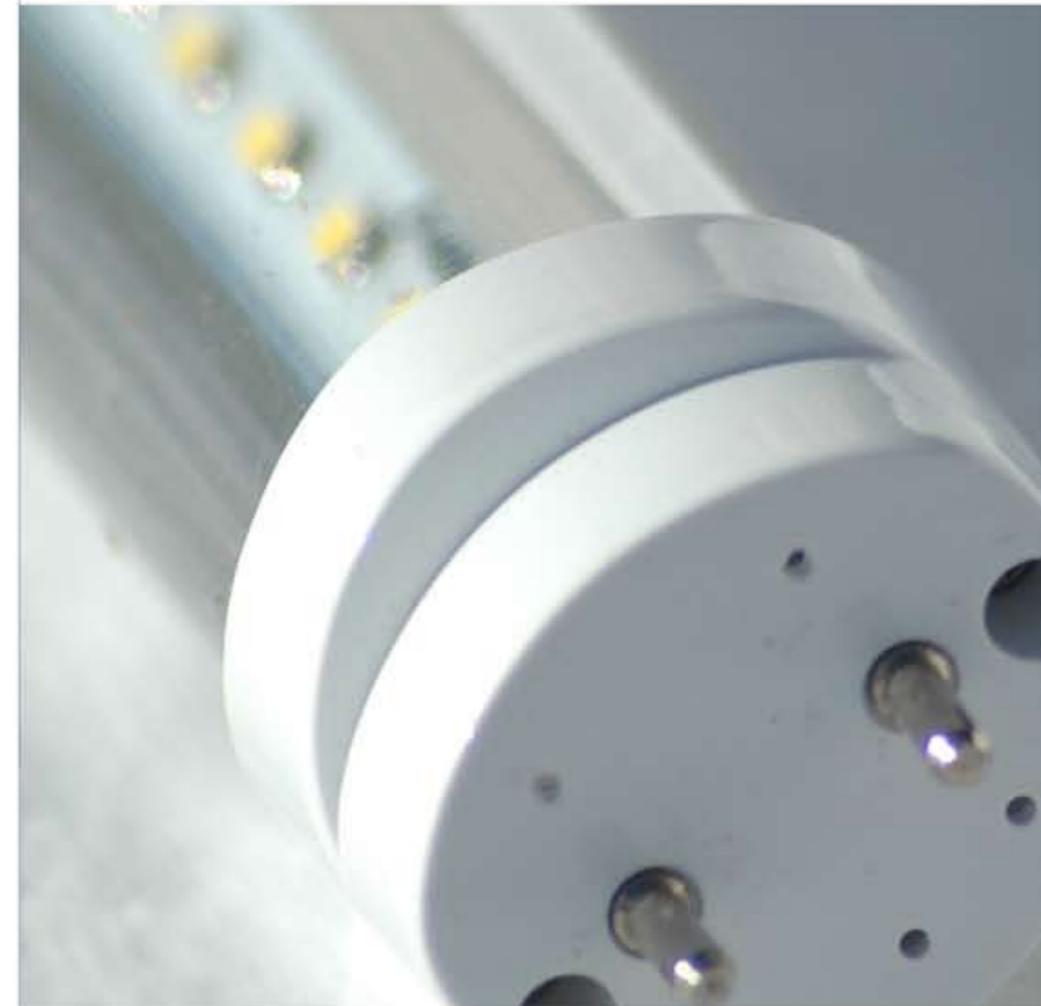


Chromaticity Diagram



DiVi ENERGY

VIALUX RDM SERIES



DiVi Energy

DiVi Energy

From residential to commercial, schools to municipalities, energy consumption is a major expense, and lighting typically makes up a third of energy usage. DiVi Energy is creating light solutions by delivering cutting edge technology at affordable prices.

DiVi Energy understands that lighting is not just a necessity; it adds safety and style to your space. The RDM Series T8 replacement lamps are intended for use wherever traditional 4 foot T8 fluorescent lamps are being used. The RDM Series can reduce energy consumption by up to 60% versus fluorescents. The RDM Series run at much lower wattages and often allow reducing the overall number of lamps needed to light your area (de-lamping). The RDM Series lights deliver uniform lighting, they last 8-15 years, depending on usage, and significantly reduce maintenance.

Every space is unique and DiVi Energy wants to do more than just sell light bulbs. DiVi Energy creates solutions tailored to your unique situation. DiVi Energy will help you find the best uses for energy efficient lighting. DiVi Energy will help make sure your new lights provide esthetically pleasing light, and offer you an aggressive energy savings. Financing is available in most situations.

To see how DiVi Energy can make your space look great with long lasting, high efficiency lights contact us for a free evaluation of your current lighting profile.

info@divienergy.com or call 801-410-0533



ViaLux RDM Series

Available Models

- o RDM-T810-120 (10 Watt)
- o RDM-T818-120-1A (20 Watt)
- o RDM-T822-120 (22 Watt)

Application

- o 1200mm (4 Foot) T8 replacement and retrofit

Materials

- o Aluminum heatsink with polycarbonate lens
- o Clear and frosted lenses available
- o No mercury, UV or infrared output

Optical

- o 120° viewing angle, wide angle also available
- o Clear lens provides maximum light output where a fixture cover is used
- o Frosted lens provides uniform light when the lamp is exposed to view
- o High lumens per watt (> 100) and high Color Rendering Index (>80)

Electrical

- o AC 100-277 Volts
- o Power Factor > .9

* All models are available in Warm White (3000-3500K CCT) Natural White (4000-4500K CCT) and Daylight White (5000-5500K CCT)

*L70 Rated life of 50,000 hours @ 25C, DiVi Energy provides standard warranty up to 5 years.



ViaLux RDM Series



Community Services

55 South State Street
Clearfield, Utah 84015
Phone: 801.525.2790
Fax: 801.525.2863

Memorandum

To: Mayor Mark Shepherd and Clearfield City Council Members
CC: Adam Lenhard, City Manager
From: Eric Howes, Community Services Director
Date: 5/18/2016
Re: PARAT Tax Master Plan

After a review of the PARAT Tax projects as proposed, staff is now recommending several changes to the master plan. The proposed changes are outlined below:

1. The proposed Ice Skating Rink has been removed. Staff has visited two separate skating facilities in Salt Lake City including the Gallivan Center and the Salt Lake City Sports Complex. Due to the complexity of the facilities and the ongoing cost of equipment and maintenance, staff does not recommend that this project be considered for PARAT Tax funding.
2. The revised PARAT Master Plan document that is included in the council packet outlines the projects that the council had previously recommended and numerous other projects that were included for consideration in the initial review. Staff would recommend that the council consider a balanced approach with the available PARAT Tax funding. Many of the existing amenities in our parks are older and are in need of renovation, replacement, or upgrade. It is recommended that we address as many of these issues as possible while adding a select number of highly visible projects to enhance the existing areas. I would recommend that approximately half of the projected PARAT Tax revenues be allocated for renovation and replacement of existing, and half be allocated for new amenities and enhancements depending on the specific projects selected.
3. Two new projects were added to the PARAT Master Plan projects list for consideration including:
 - a. A dog park on the north end of Barlow Park. A dog park was included in the plans for Barlow Park but was never constructed.
 - b. A Veteran's Monument that has previously been suggested for Bicentennial Park has been included.

These items represent the proposed changes to the PARAT Tax Master Plan and each will be discussed in greater detail at the City Council Work Session scheduled for May 24th, 2016. Please let me know if you have any additional questions.

PARAT TAX MASTER PLAN

NOTES Est. Project cost

| | | PROJECT | LOCATION | COST | GROUP COST | CUMULATIVE COST | |
|-------------------------|----------------------------------|--|---|---------------|----------------------|-----------------|--|
| 4 Votes | | Tables, Benches, and Trash Receptacles | All park and facility locations | \$ 114,000.00 | | | |
| | | Park Signage Replacement | 16 Park Locations | \$ 240,000.00 | 16 signs x \$15k ea. | | |
| | | BMX/Pump Track | Barlow Park (North End) | \$ 100,000.00 | \$ 454,000.00 | | |
| 3 Votes | | Build Disc Golf course around trail and park | Island View Park | \$ 10,000.00 | | | Removed skating rink and plaza splash pad. |
| | | Continue Trail around pond and tie into trail head | Steed Pond | \$ 25,000.00 | \$ 35,000.00 | \$ 489,000.00 | |
| 2 votes | | Commision & Install Art on the Arts Center | Arts Center | \$ 40,000.00 | | | |
| | | F-35 and Maintenance Area Playground | Fisher Park | \$ 300,000.00 | | | |
| | | Rehabilitate the Tennis & Basketball Courts | Kiwanis Park | \$ 30,000.00 | | | |
| | | New Electronic Playground | South Steed and Barlow | \$ 50,000.00 | \$ 420,000.00 | \$ 909,000.00 | |
| 1 Vote | | Remodel/Replace Amphitheater | Bicentennial Park | \$ 450,000.00 | | | Need to decide which of these projects to complete. Received interest from the council on the initial ranking sheet. |
| | | Add shorter/lower skill level elements | Skate Park | \$ 60,000.00 | | | |
| | | Fish Cleaning Station | Steed Pond | \$ 30,000.00 | | | |
| | | Renovate existing restrooms | Kiwanis, Island View, N. Steed, S.Steed tower | \$ 160,000.00 | | | |
| | | Add Pavillion | Northern end of Fisher | \$ 85,000.00 | | | |
| | | Add Pavillion | 200 South Park | \$ 15,000.00 | | | |
| | | Playground Replacement | Cornerstone Park | \$ 75,000.00 | | | |
| | | Install Fish Cleaning Station | Mabey Pond | \$ 20,000.00 | | | |
| | | Develop and Landscape Around Pond | Steed Pond | \$ - | Need Plan first | \$ 300,000.00 | |
| | | | | \$ 895,000.00 | \$ 1,804,000.00 | | |
| Ranked by Overall Score | | CAFC play area | | \$ 150,000.00 | | | Highlighted projects are recommended by staff for council consideration as priority projects. |
| | | Dog Park Development | Barlow Park | \$ 50,000.00 | | | |
| | | Veteran's Monument | Bicentennial Park | \$ 50,000.00 | | | |
| | | Refurbish tennis courts, add pickleball courts | Steed Park (South) | \$ 350,000.00 | | | |
| | | New Playground Equipment | 200 South Park | \$ 25,000.00 | | | |
| | | Install New Restroom | Central Park | \$ 65,000.00 | | | |
| | | New Playground Equipment | Island View Park | \$ 50,000.00 | | | |
| | | Playground Equipment with Wasatch Elementary | Central Park | \$ 30,000.00 | | | |
| | | Playground Replacement | North Steed Park | \$ 60,000.00 | | | |
| | | Replace small pavillions | Train Watch | \$ 60,000.00 | | | |
| | | Replace small pavillions | Kiwanis Park | \$ 140,000.00 | \$ 1,030,000.00 | \$ 2,834,000.00 | |
| | | Install New Restroom | Mabey Pond | \$ 55,000.00 | Impact Fees | | |
| | | Add Pavillions | Barlow Park | \$ 125,000.00 | | | |
| | | Replace small pavillions | Bicentennial Park | \$ 60,000.00 | | | |
| | | Install New Restroom | Jacobsen Park | \$ 65,000.00 | | | |
| | | Replace small pavillions | Island View Park | \$ 140,000.00 | | | |
| | | Install New Restroom | Train Watch | \$ 65,000.00 | | | |
| | Install New Restroom | 200 South | \$ 65,000.00 | | | | |
| | Artifical turf for soccer fields | Fisher Park (North) | \$ 700,000.00 | | | | |
| | Replace seating in amphitheater | Bicentennial Park | \$ 60,000.00 | | | | |
| | Outdoor 50M Pool | Aquatic and Fitness Center | \$ 3,700,000.00 | | | | |
| | 2 lane FlowRider | Aquatic and Fitness Center | \$ 1,350,000.00 | | | | |
| | | | \$ 7,415,000.00 | | | | |

PARAT Tax

Master Plan

Process Review

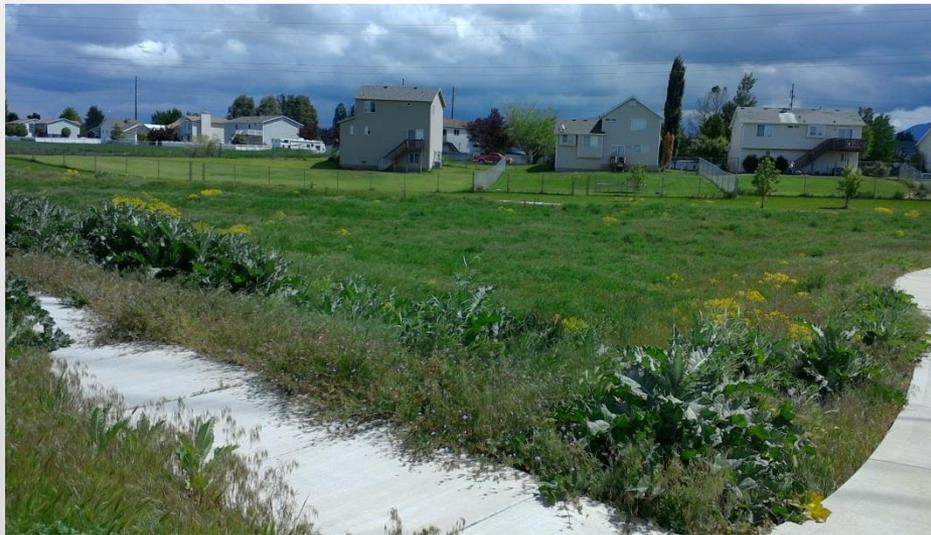
- Staff Provided List of Proposed Projects
- Council/PRC voted on proposed projects
- Developed 1st version of Master Plan
- Ice Skating Rink visits
- Recommending amending the plan
- Proposed Approach (Approximately ½ renovation, ½ new)
- Project Review
- Reorganize plan
- Public input
- Determine timeline

Tables, Benches, & Trash Receptacles

- What style of benches would we prefer?



BMX/Pump Track



Disc Golf Course



Steed Pond Trail



F-35 & Maint. Area Playground



http://www.cre8play.com/custom_play/wheadon-farm-winston-salem-nc/



Tennis Court Rehab



New Electronic Playgrounds



Remodel/Replace Amphitheater



Skate Park Enhancement

- Add Shorter and lower skill level elements.



Fish Cleaning Station

- Steed Pond



Renovate Existing Buildings

- Kiwanis Restrooms
- Island View Restrooms
- North Steed Restrooms
- South Steed Tower



Add Pavillion at North End of Fisher Park



Add Small Pavillion at 200 South Park



New Playground for Cornerstone Park



Develop & Landscape Steed Pond



Fish Cleaning Station for Mabeey Pond



Replace Play Area in Leisure Pool



Dimple Dell Before & After



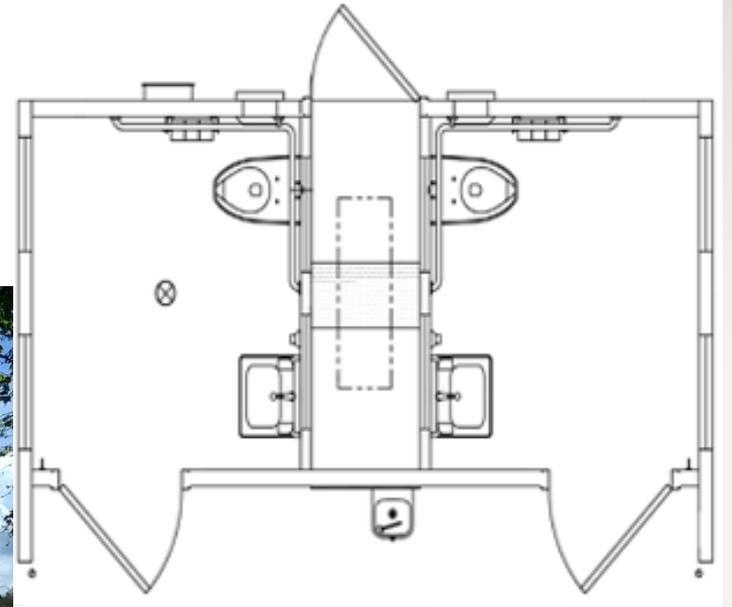
Refurbish Tennis courts at Steed Park



Playground Equipment at 200 South Park



New Restroom at Central Park



New Playground for 2-5 yr. olds at Island View



Central Park Playground with Wasatch Elementary



Playground Replacement at North Steed Park



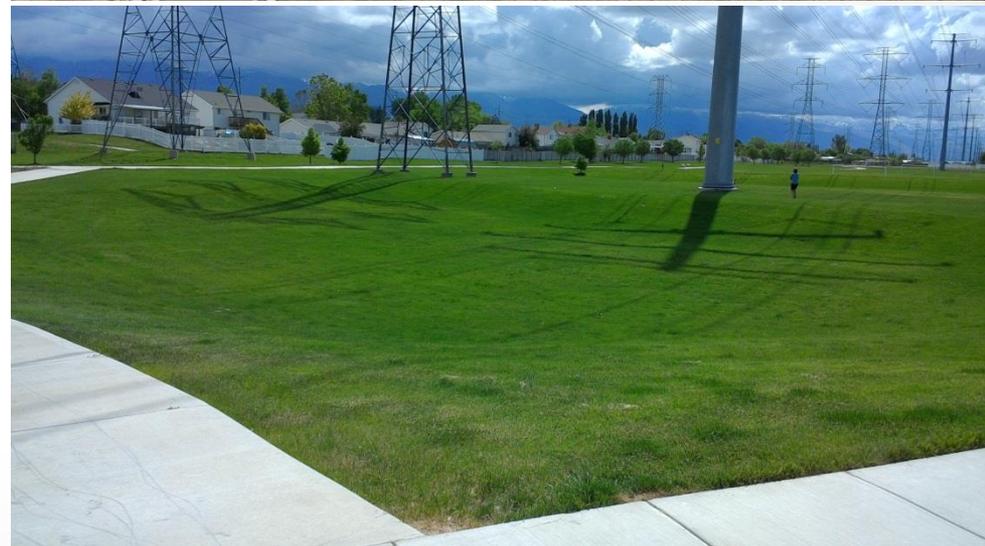
Replace Small Pavillions

- Island View Park
- Train Watch Park
- Kiwanis Park
- Bicentennial Park



Dog Park at Barlow

- Add Fencing around perimeter
- Drinking water to location
- Amenities



Veteran's Monument

- Bicentennial Park



CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. POLICY SESSION
May 10, 2016

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

VISITORS: Zachary Beckman, Jean Wunderlich, Cathleen Gilbertson, Samantha Atwood, South Clearfield Elementary students, Heather Oviatt – Tom Stuart Construction, Bob Bercher, Buck Eckstrom – South Clearfield Elementary, Parker Rasmussen, Kathryn Murray, Kristi Bush, Hayden Rasband

Mayor Pro Tem Bush called the meeting to order at 7:02 p.m.

Mayor Pro Tem Bush announced Mayor Shepherd was excused from the meeting.

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

Councilmember Phipps conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE APRIL 12, 2016, APRIL 19, 2016 AND APRIL 26, 2016 WORK SESSIONS, THE APRIL 26, 2016 POLICY SESSION AND THE APRIL 28, 2016 WORK SESSION

Councilmember Phipps moved to approve the minutes from the April 12, 2016, April 19, 2016 and the April 26, 2016 work sessions, the April 26, 2016 policy session and the April 28, 2016 work session as written, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

CITIZEN COMMENTS

The Student Council from South Clearfield Elementary expressed concern regarding about the traffic along SR 193 or 700 south. They stated traffic had significantly increased with the SR 193 extension and reported data had been collected which reflected an average of 40 semi-trucks traveled the road within a 15 minute time frame and too many cars to count. They explained the access to and from the lunch room was approximately 50 feet from the road which had a posted speed limit of 40 mph. The students shared statistics specific to the amount of time and distance required for a semi-truck to stop to avoid hitting a child in the road.

A visual illustration was displayed which reflected the proximity of the sidewalk and the traffic on SR 193. The students requested flashing lights be placed along the road during school hours to remind drivers they were driving near a school.

Mayor Pro Tem Bush agreed with the students regarding the increased traffic with the SR 193 extension and requested Chief Krusi respond to the students. Chief Krusi pointed out SR 193 was a state road and the City didn't have the authority to modify the speed on the road. He stated the City was always concerned about students' safety and traffic near the elementary schools and emphasized the police department was aware of the traffic on that specific road and patrolled the area frequently.

Councilmember Phipps inquired about the times of day in which the students counted the vehicles traveling SR 193.

A teacher from the school stated there was only one sign facing west which identified when vehicles were entering a school zone.

Councilmember Peterson asked how residents' concerns about school zones along state roads were routed to UDOT. Chief Krusi indicated his staff was required to express a concern and UDOT would need to complete its own study.

Councilmember Young suggested Chief Krusi begin discussions with UDOT before a significant incident took place. Adam Lenhard, City Manager, suggested staff would begin discussions with UDOT and encouraged a joint effort on behalf of the school and/or Davis School District would be most effective. Mayor Pro Tem Bush also suggested enlisting assistance from the District.

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2016/2017 AND SET A PUBLIC HEARING FOR JUNE 14, 2016 TO RECEIVE PUBLIC INPUT ON THE BUDGET

The City had not yet received from Davis County the certified tax rate for fiscal year 2017. As such, the proposed budget was maintaining the current revenue collected from property taxes. The Tentative Budget as presented to the Council for adoption was a balanced budget for all funds.

Rich Knapp, Finance Manager, stated the tentative budget was in draft form and announced the City had until June 22, 2016, to adopt the final budget. He presented and reviewed the tentative budget summary of all funds and highlighted specifics of the budget with the Council:

- New revenues from transportation related to the passing of Proposition One.
- Increase in Sales Tax Revenue.
- Increase in the Gas Tax Revenue.
- First full year of PARAT Tax Revenue.
- Merit increase for eligible employees.
- Increase in Health Insurance costs for City employees.
- Compensation increase for eligible employees to keep pace with the current market.
- Two new positions - staff engineer and park maintenance specialist
- Change from part time to full time for the Public Works Administrative Assistant and Street Sweeper
- Requested expenses were higher than revenues so the City would fund some one time projects through the use of the “fund balance.”

Councilmember Benson asked if the City currently had a vehicle for the street sweeper. Scott Hodge, Public Works Director, responded in the affirmative.

Mr. Knapp continued to review the tentative budget with the Council and inquired if there were any questions.

Members of the Council expressed appreciation to staff members for their efforts in working with the budget document.

Councilmember Benson moved to adopt the tentative budget for fiscal year 2016/2017 and set a public hearing on the budget for June 14, 2016 at 7:00 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE TAI PAN SUBDIVISION

Spencer Brimley, Development Services Manager, explained the parcel being subdivided was the subdivision that included Tai Pan Trading. He stated the existing structure was proposed to remain with the addition of two new parcels proposed on the northern portion of the property for future retail development. Elements of the site development would be handled in the site plan process. The applicant had worked with Public Works and the City Engineer to evaluate and correct all required items for the final plat, and staff was comfortable with the subdivision as

proposed. Staff had informed the applicant that requirements regarding parking, landscaping and other improvements would be reviewed at the time of the site plan application. At its May 4, 2016 meeting, the Planning Commission recommended that the Council approve the plat as conditioned, based on the discussion and findings in the staff report.

He shared an illustration showing the Tai Pan building and emphasized the access from SR 193 would remain as it was currently being used and pointed out where the two new subdivided lots would be located. He indicated visibility wouldn't be an issue because of the slope of the property off SR 193 (700 South). He stated there was a need to address storm water on the site and reported staff had worked with the applicant to include an easement for a retention basin. He stated the proposal was consistent with City Code and indicated staff was recommending approval.

Councilmember Young moved to approve the Final Subdivision Plat for the Tai Pan subdivision as conditioned and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Peterson. Mayor Pro Tem Bush inquired if Councilmember Young wanted to include language which would restrict fencing around the subdivided lots. Councilmember Young expressed his opinion it wouldn't be in the best interest to restrict the property owner in that manner. Councilmember Peterson added that could be addressed in the site plan approval process. Mr. Brimley agreed with Councilmember Peterson and mentioned if the lots were sold the property owner would have the opportunity to develop the property in accordance with City Code. Councilmember Young suggested there were other avenues which could ensure connectivity for the development. **The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.**

APPROVAL OF THE FINAL SUBDIVISION PLAT FOR THE DEPOT STREET DEDICATION

Spencer Brimley, Development Services Manager, explained the parcels near Depot Street were deeded to the City following the widening SR 193 and the development of the townhomes to the east. He indicated that Davis County was requiring the parcels be dedicated as a right-of-way to allow legal access to the West Square apartment project to the south. This access would also increase mobility by providing a connection between 700 South and Clearfield Station. The Planning Commission considered the item at its May 4, 2016, meeting and recommended approval.

Mr. Brimley explained the history associated with the parcel and clarified this would formalize the access to connect the developments in the area along Depot Street. He stated staff was recommending approval.

Councilmember Young moved to approve the Final Subdivision Plat for the Depot Street Dedication and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.

APPROVAL OF THE PROPOSED PURCHASE OF A PARCEL LOCATED ADJACENT TO ISLAND VIEW PARK

JJ Allen, Assistant City Manager, explained the City recently received notification from Davis County that a small parcel, 0.2 acres, adjacent to Island View Park was scheduled to be sold at a delinquent property tax sale. The City had an interest in the property because it was adjacent to a City park and would like to be considered as a “preferential buyer” for the parcel. He reported the cost for the property would be \$349.82.

Mayor Pro Tem Bush inquired if there would be a cost to adjust the boundary line. Mr. Allen responded if the City desired it be reflected on the plat the City would need to submit a new plat. He explained Island View Park currently consisted of two separate parcels.

Councilmember Young pointed out the need for the City to purchase the parcel in order to allow full access to the park for residents.

Councilmember Phipps moved to approve the proposed purchase of a parcel located adjacent to Island View Park up to and including any expenses required by Davis County to facilitate the purchase 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, Peterson, Phipps and Young. Voting NO – None.

COMMUNICATION ITEMS

Councilmember Bush

1. Announced the Kiwanis Club of Clearfield had officially changed its name to Kiwanis Club of North Davis in order to encourage expanded membership throughout northern Davis County.
2. Reported he had recently attended the water conference in St. George and indicated the group representing the North Davis Sewer District in competition had received the highest score in one of the challenges and reported they would be representing the District at the National Conference in New Orleans in September.

Councilmember Benson

1. Reported she and Councilmember Peterson had the opportunity to attend the homecoming of the 388th Airmen and Airwomen (between 300 and 400) returning home from Afghanistan earlier in the day. She stated Councilmember Peterson had put together a short video illustrating the reunion and shared some specifics of the event.
2. She announced she would be attending an awards ceremony with Mayor Shepherd at HAFB during the coming weekend.

Councilmember Peterson

1. Announced the North Davis Fire District (NDFD) had purchased the new ladder truck recently and indicated it would soon be in service. She indicated this would allow for both stations to have a ladder truck.
2. Mentioned she had attended a function at HAFB earlier in the day.

Councilmember Phipps – nothing to report.

Councilmember Young – nothing to report.

STAFF REPORTS

Adam Lenhard, City Manager – stated he felt fortunate to work with a good team of employees. He expressed appreciation to staff for the work and service rendered to the citizens of Clearfield. He believed there were great future opportunities with Clearfield.

Kim Read, Deputy City Recorder – Reviewed the Council’s calendar:

- Tuesday, May 17 – joint work session with the Planning Commission to review the Downtown Small Area Plan
- Tuesday, May 24 – policy and work session
- Tuesday, May 31 – work session to review the Compensation Plan study
- Thursday, June 9 – mid-year strategic plan all day with Planning Commission joining in the afternoon

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 7:41 p.m., seconded by Councilmember Phipps. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Peterson, Phipps and Young. Voting NO – None.**

The minutes for the CDRA are in a separate location



City Council

STAFF REPORT

TO: Mayor Shepherd, City Council and Executive Staff

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

MEETING DATE: May 24, 2016

SUBJECT: Public Hearing, Discussion, and Possible Action on **GPA 1604-0001**, a request by Wayne Belleau for an amendment to the Future Land Use Map of the General Plan to change the land use designation on a portion of property from commercial to residential. The proposal would include an approximate 7.50-acre portion of two parcels totaling 30.78 acres. This amendment would be effective within the General Plan, a document guiding the development of Clearfield City as a whole.

RECOMMENDATION

Since the Planning Commission's recommendation is different than Staff's recommendation, staff has presented alternatives for the Council's consideration:

A. Planning Commission Recommendation:

Approval of GPA 1604-0001, a request by Wayne Belleau for an amendment to the Future Land Use Map of the General Plan to change the land use designation on a portion of property from commercial to residential, based on the discussion and findings in the Staff Report.

B. Staff's Recommendation:

Move to **recommend to the City Council denial of GPA 1604-0001**, a request by Wayne Belleau for an amendment to the Future Land Use Map of the General Plan to change the land use designation on a portion of property from commercial to residential, based on the discussion and findings in the Staff Report.

C. Recommendation to Council

Move to **deny GPA 1604-0001**, a request by Wayne Belleau for an amendment to the Future Land Use Map of the General Plan to change the land use designation on a portion of property from commercial to residential, based on the discussion and findings in the Staff Report.

PROJECT SUMMARY

| Project Information | |
|---------------------|--|
| Project Name | General Plan Amendment – Commercial to Residential |
| Site Location | Approximately 1300 S. 2000 E |
| Tax ID Number | 09-341-0306 |
| Applicant | Wayne Belleau |

| | |
|---------------------|---|
| Owner | Millcreek Partners LLC |
| Proposed Actions | General Plan Map Amendment |
| Current Zoning | Commercial |
| Current Master Plan | Commercial |
| Proposed change | Residential |
| Gross Site Area | 30.78 Acres (7.50 acres subject to the requested GPA) |

BACKGROUND

The applicant believes that the current market conditions in this area and the configuration of the parcels will make commercial development on this 7.50-acre portion of the property quite difficult, if not impossible. The applicant has suggested that this portion of the parcels is better suited for a residential use. For this reason, the applicant has made application to amend the General Plan’s Future Land Use Map for this portion of property to accommodate residential development. If this request is approved, the applicant/owner will make application for a rezone for this portion of their property to the R-3 (multi-family residential) zoning district in order to facilitate future residential development.

The City’s General Plan allows the City to consider rezones to multi-family within the “Residential” designation. The General Plan Map indicates this area of the City as “Commercial,” which permits the following zoning classifications: MU, C-R, D-R, C-1 or C-2 zoning. The commercial land use classification within the General Plan does not allow for Residential Zones. For this reason, an application to amend the General Plan Map has been submitted for consideration by this body.

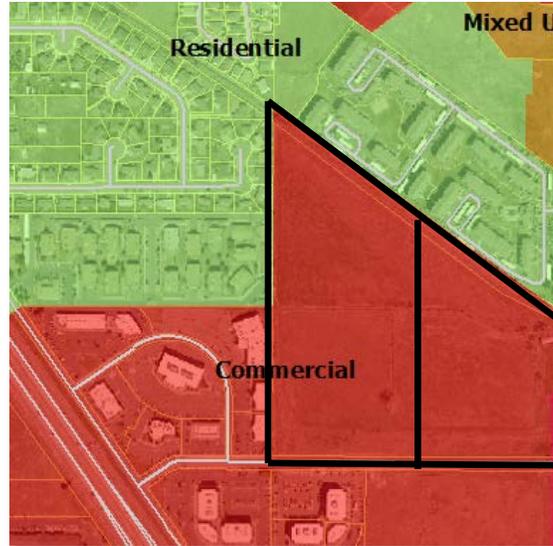
ANALYSIS

| Surrounding Properties and Uses: | | Current Zoning District | Comprehensive Plan Land Use Classification |
|----------------------------------|--|-------------------------|--|
| North | Pinnacle Mountain View Apartments | R-3 (Residential) | Residential |
| East | Layton City – Residential & LDS Chapel | (Residential) | N/A |
| South | Legend Hills Office Building | C-2 (Commercial) | Commercial |
| West | Goldstone Apartments | R-3 (Residential) | Residential |

General Plan Map Amendment Information:

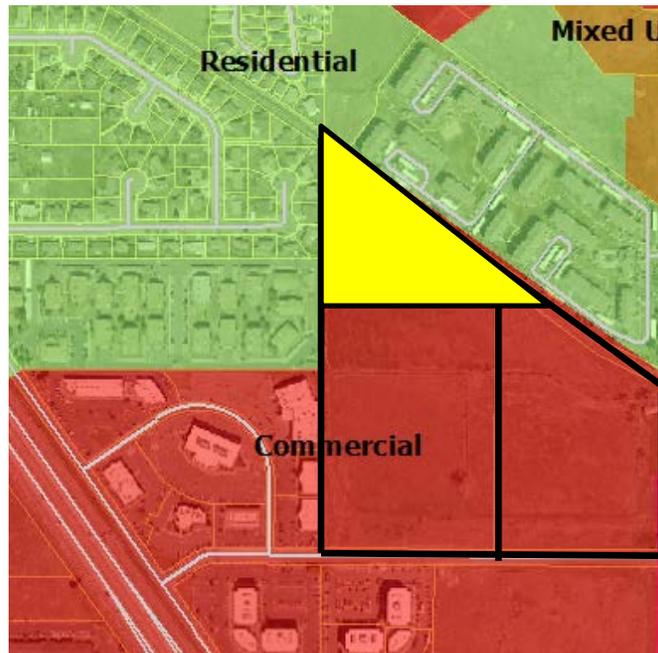
CURRENT Clearfield City General Plan Map:

Parcels showing the 30.78 acres in question have been outlined in in black. The orange color is labeled “Mixed Use”, red is “Commercial”, and green is “Residential.”



REQUESTED Clearfield City General Plan Map:

The approximate location for the 7.50 portion of property has been shown in yellow. The map is only a representation and does not show the actual, legal boundary of the property in question. This portion of the property has been requested to be reclassified as Residential in the General Plan.



General Plan Review

According to the City's General Plan, commercial land use in the city, by type of use, makes up approximately 6% of the land within the City. With a limited amount of developable commercial properties remaining (approximately 26%), Clearfield must carefully evaluate any requests for changes from commercial-to-residential. The General Plan encourages the few remaining vacant properties in the city to develop at the highest and best use to maximize the value to the City and landowners.

Additionally, Clearfield City has a lower than average home-ownership rate. Adding more residential units, specifically multi-family units, must be considered carefully given that Clearfield’s home-ownership rate is lower than average compared to the County, State, and in some cases the Nation.

The decision to rezone property is discretionary for the City, and applications are considered on a case-by-case basis. For this particular case, the applicant stated, in the attached letter, that the property has been marketed as commercial for more than 15 years with little interest. It is the applicant’s position that multi-family residential development on the highlighted portion of the property is the property’s highest and best use.

Zoning Review

The basic zoning and development standards can be met for this request regarding setbacks from commercial and residential properties. The applicant has prepared a conceptual site plan to clearly identify the development phases and intent for the area, excluding the 7.50 acres. A formal rezone, subdivision and site plan application will be required should the amendment to the General Plan be approved. The subdivision would separate the residential property from the rest of the commercial property and may allow for greater ease in development of the remaining parcel(s).

Staff has reviewed the conceptual site plan, and could support the General Plan Amendment if the proposed commercial development were entitled and under construction, and if there still appeared to be no commercial viability for the portion under consideration for the change to residential use. The applicant’s request for residential may be the highest and best use for the property, however, without any development having taken place, it is difficult to substantiate the claim prior to development of this or any other properties.

Public Comment

No public comment has been received to date.

FINDINGS

General Plan Map Amendment

Clearfield Land Use Ordinance Section 11-6-4 establishes the procedure the Planning Commission shall use to review a Petition for Change to General Plan or General Plan Maps. The procedure and staff’s evaluation are outlined below:

| Review Consideration | | Staff Analysis |
|----------------------|--|---|
| 1) | Designation of the specific text or map amendment desired. | Staff has provided the current map along with the desired changes within the report above. |
| 2) | Reason and Justification for such change. | The property is currently master planned Commercial. The property is adjacent to multi-family on two sides, with commercial to the south and southwest. The remainder parcels have frontage directly on 1400 S and University Park Blvd. (2000 E). The applicant feels that the highest and best use of the property is Residential on the north with Commercial on the south that includes frontage on University Park Blvd. and 1400 S. |

| | | |
|----|--|---|
| 3) | A draft of the proposed text or map amendment. | This applicant has provided an approximate location for the area requested. This information has been included in the report. Should the change to the General Plan be approved by the Commission and Council, Clearfield City GIS maps will be changed accordingly to reflect the update, after the applicant has provided a legal description for the property in question. |
| 4) | An accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area. | A property plat and site plan has been provided to indicate which property will lie in which land use designation should the request be approved. |

FINDINGS

Zoning Map Amendment

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

| Review Consideration | | Staff Analysis |
|----------------------|---|---|
| 1) | The proposed amendment is in accordance with the General Plan and Map; or | Goal 1 of the Land Use Element states “Maintain consistency between the City’s Land Use Ordinance and the General Plan”. The General Plan currently shows “Commercial” for these parcels, and staff’s opinion is that commercial development should be accomplished on portions of the vacant property in the area before concluding (possibly irrevocably) that residential is the highest and best use. |
| 2) | Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title. | The applicant has marketed this property for many years (15) as commercial with little to no interest. In order to develop the property the applicant is requesting this portion be allowed to be designated as residential, due to its proximity to other residential and difficulty for access and visibility as a commercial property. The applicant feels that this request best represents the true development potential of this parcel, and is the highest and best use of the property. However, no conclusive evidence has been provided to justify this approach. Staff’s opinion is that once commercial development begins in the area, there may indeed be commercial potential for the subject property, too. |

ATTACHMENTS

1. Explanation Letter
2. Conceptual Site Plan
3. Future Land Use Map

March ___, 2016

VIA ELECTRONIC MAIL HAND DELIVERY

Clearfield City Community Development
Clearfield City Planning Commission
Attn: Spencer W. Brimley, Community
Development Director
Spencer.Brimley@clearfieldcity.org
Clearfield City, UT

Re: Request for Rezone of Property from Commercial (C-2) to Residential (R-3)

Mr. Brimley:

We own 30.78 acres of real property located on the corner of 1400 South and 2000 E in Clearfield City (the "Property"). Our many years of developing the adjacent Legend Hills project and courting retailers for the Property have demonstrated that the triangular portion (consisting of approximately 7.5 acres) of the Property abutting the Clearfield Canal Trail is not well suited for a commercial use (the "Triangle Parcel").

While our goal for the larger portion of the property remains the same – attract a large strong retailer to Clearfield City – the Triangle Parcel has little or no commercial value. The Property, including the Triangle Parcel, is currently zoned Commercial (C2). We are seeking to rezone the Triangle Parcel to Residential (R3).

In accordance with Clearfield Land Use Ordinance Section 11-6-3, the Planning Commission may make zoning amendments if: (i) the proposed amendment is in accordance with the General Plan and Map; or (ii) changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.

While the first condition is not currently met (i.e. the Triangle Parcel is designated as Commercial), we suggest and recommend that the designation be amended consistent with the surrounding uses and to provide for a better utilization of the Triangle Parcel. The foregoing notwithstanding, in accordance with the second condition, changed conditions make the change from C-2 to R-3 necessary to fulfill the purposes of the Land Use Ordinance. In addition, the 2014 changes to the General Plan permit multi-family rezone requests on a case-by-case basis.

The Triangle Parcel has been designated as commercial for nearly 15 years. It was originally contemplated that the entire Property would be used for large retail tenants. The Property is part of an overall development plan for the Legend Hills area which already includes 150 businesses developed over multiple phases. In working with likely retailers over the course of the past 15 years we have learned that the Triangle Parcel has little or no commercial value and multi-family residential represents the highest and best use of the Triangle Parcel at this time.

Enclosed with this letter is the most recent site plan for the Property. The enclosed site plan depicts the consistent desired layout for every major retailer. Based on the site plan the Triangle Parcel lacks any tangible commercial access, marketing window or useable commercial dimension.

According to the Master Plan, the C-2 Zone is for general commercial business activities and is the primary zone found along the major transportation corridors of the City. It has become evident that the

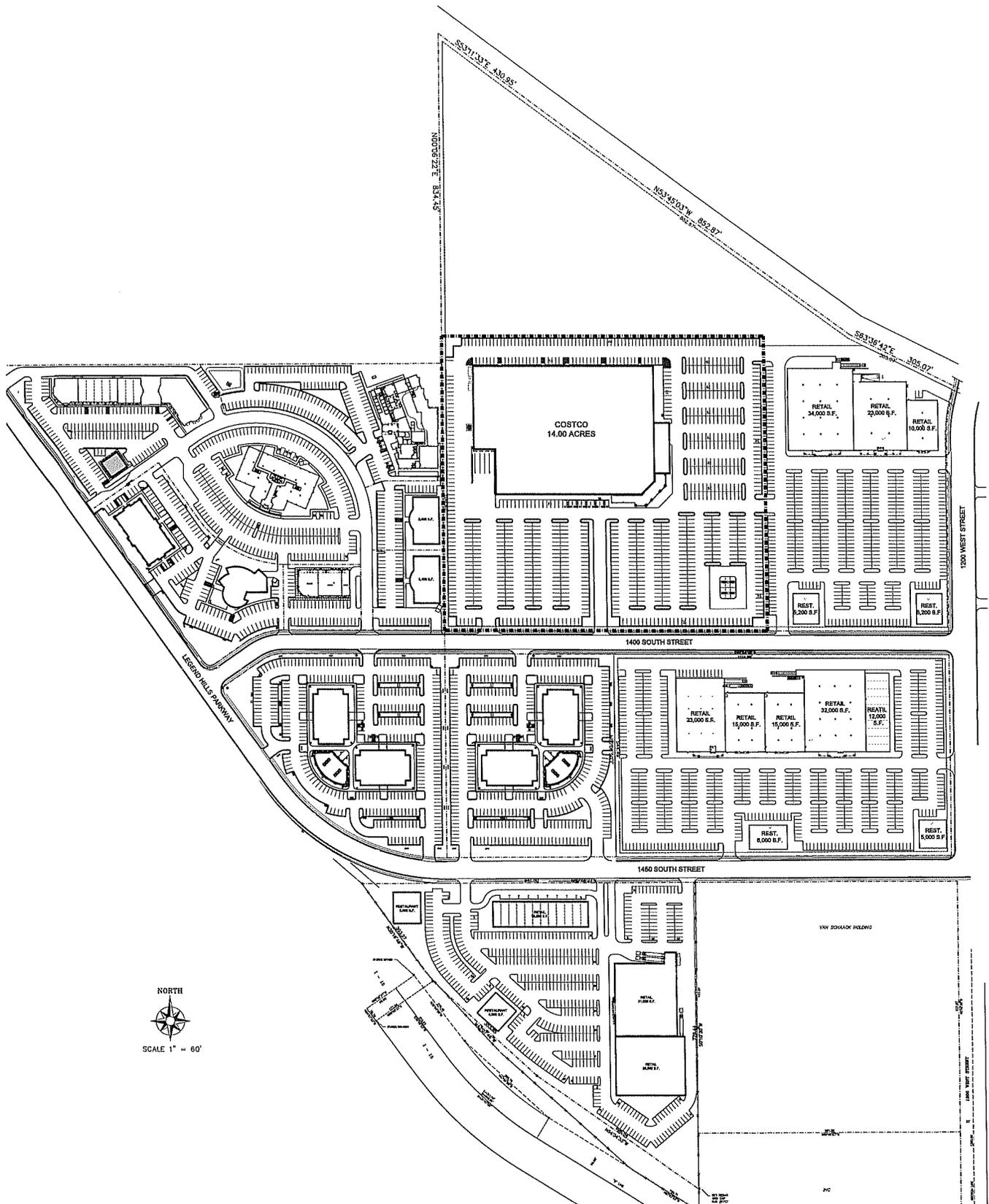
Triangle Parcel no longer fits that profile and is more remote and secluded than anticipated, with no access from major transportation corridors. Rather, the Triangle Parcel is an ideal transitional use parcel, bordered on two of its three sides by residential (R-1-8) and multifamily (R-3).

We understand that prior to the issuance of any building permits on the Triangle Parcel, the Triangle Parcel would require a legal subdivision and plat. We further understand that the basic density calculation and the open space and parking requirements must be met. Rather than leave the Triangle Parcel to the future imagination, we believe developing the Triangle Parcel as a multi-family project will actually enhance the commercial value of the remaining portion of the Property and the Legend Hills area generally by providing a modern, clean and updated transitional use.

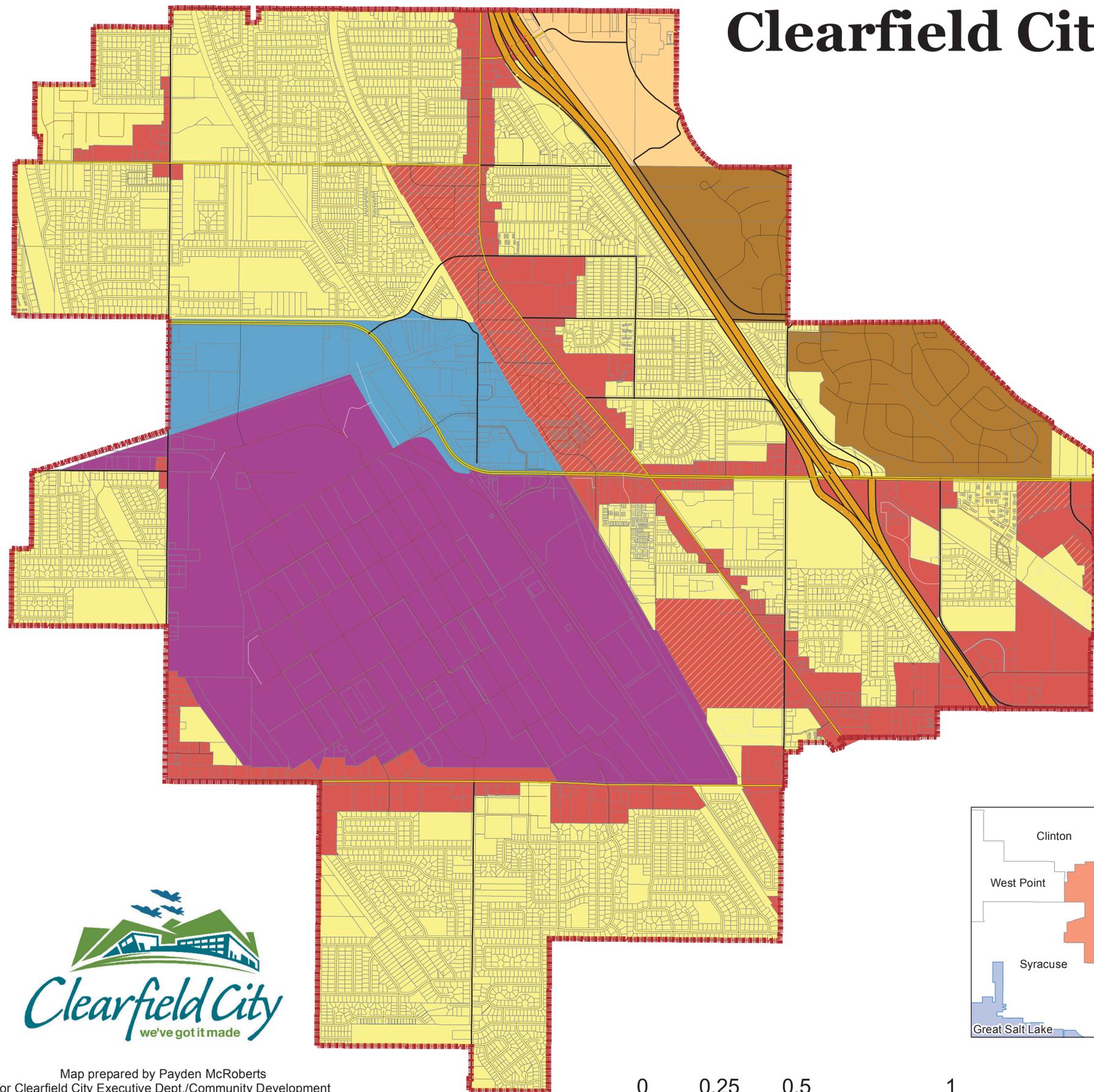
We look forward to discussing this request with you, working toward a rezone of the Triangle Parcel and providing a great transition project from the surrounding areas and our remaining commercial property. Please let us know if you require additional information to process this request and to initiate Planning Commission review and discussion.

Kindest regards,

Wayne Belleau



Clearfield City General Plan



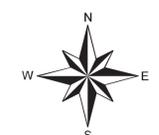
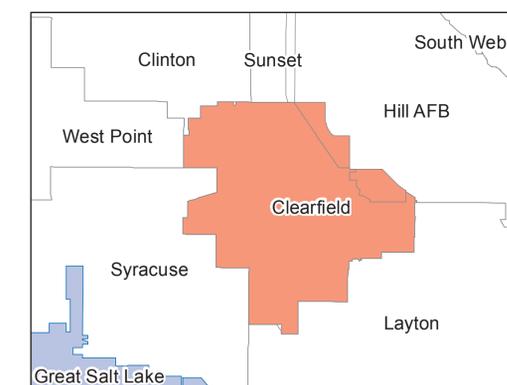
Legend

Future Land Use

-  Business Park
-  Commercial
-  Falcon Hill
-  Hill AFB
-  Manufacturing
-  Mixed Use
-  Residential



Map prepared by Payden McRoberts
for Clearfield City Executive Dept./Community Development
December 10, 2015







LEGEND HILLS SUBDIVISION PHASE 3

LOCATED IN THE EAST 1/2 OF SECTION 7 AND LEGEND HILLS SUBDIVISION PHASE 1
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CLEARFIELD CITY, DAVIS COUNTY, UTAH

PREFIX
09-341

LAST #
0306

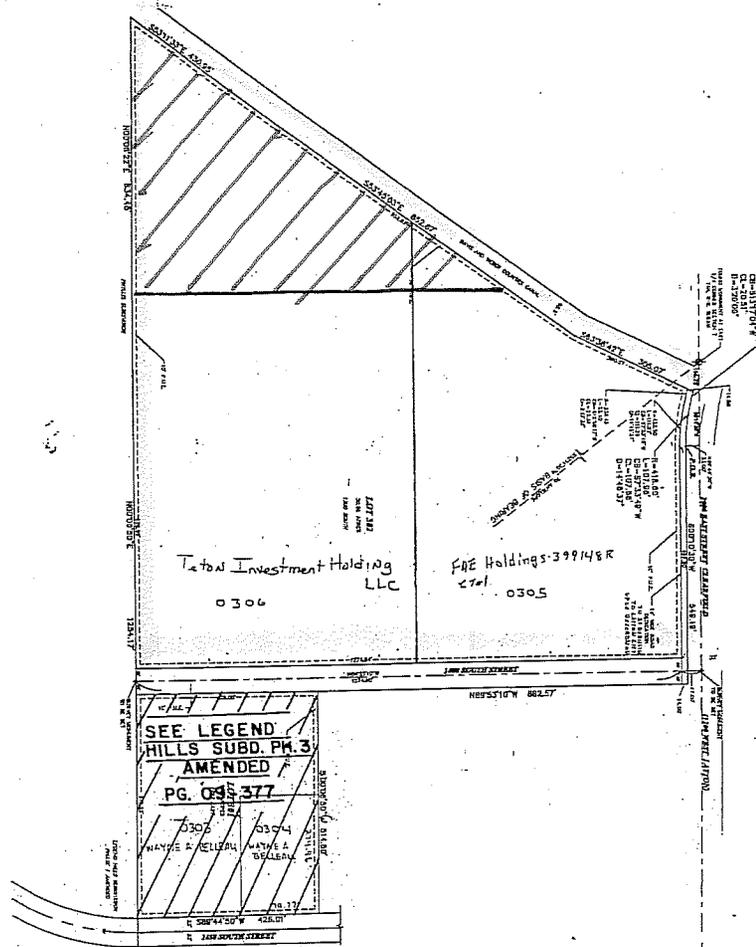
N

SCALE:
1" = 200'

DEVELOPMENT: LEGEND HILLS PH. 3
CITY: CLEARFIELD LOTS: 301 THRU 302

E 1/2 OF SEC. 7, T4 N. R. 1 W.
S. L. M. DAVIS COUNTY, UTAH

FILE # 4191
R 02-18-05



341

09

CLEARFIELD CITY ORDINANCE 2016-03

AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the land use classification from Commercial to Residential in the Clearfield City General Plan for the northwestern 7.50 acres of property located at approximately 1300 South 2000 East (TIN: 09-341-0306).

WHEREAS, the property located at approximately 1300 South 2000 East (TIN: 09-341-0306) consists of two parcel totaling 30.78 acres and currently has a land use designation of Commercial in the Clearfield City General Plan; and

WHEREAS, the property owner has requested an amendment to the Future Land Use Map of the General Plan to change the land use designation on the northwestern 7.50 acres of the property from Commercial to Residential; and,

WHEREAS, the property is adjacent to multi-family residential on two sides, with commercial to the south and southwest; and

WHEREAS, the applicant believes that multi-family residential use on that north western 7.50 acres is the highest and best use for that property; and

WHEREAS, the Clearfield City General plan no longer limits rezones to multi-family residential, but allows the City Council discretion on a case by case basis; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended the Clearfield City Council approve the applicant's request to change the future land use from Commercial to Residential for the northwestern 7.50 acres of the property located at approximately 1300 South 2000 East (TIN: 09-341-0306; and

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

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

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

WHEREAS, following its public deliberation, the City Council has determined that changing the future land use classification on the Future Land Use Map of the City's General Plan from Commercial to Residential for the northwestern 7.50 acres of the

property located at approximately 1300 South 2000 East (TIN: 09-341-030) is in the best interests of Clearfield City and its residents;

NOW THEREFORE BE IT ORDAINED, by the Clearfield City Council that:

Section 1. General Plan Amendment: The future land use classification for the northwestern 7.50 acres of the property located at approximately 1300 South 2000 East (TIN: 09-341-0306) be changed from Commercial to Residential and that said change be incorporated into and reflected by the City's General Plan and its Future Land Use Map.

Section 2. Effective Date: This Ordinance shall become effective only upon its posting in three public places within Clearfield City.

DATED this 24th day of May, 2016, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

11 May 2016

Clearfield City
55 South State Street
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council
Proj: **2016 Roadway Maintenance Project**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mark Shepherd and Council Members,

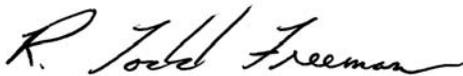
The “Bid Opening” for the above referenced project was conducted this afternoon. The lowest responsible bidder is Advanced Paving and Construction of Ogden, Utah.

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

Since Advanced Paving and Construction’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$345,800.00 to Advanced Paving and Construction Company.

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

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



R. Todd Freeman, P.E.
City Engineer

cc: Scott Hodge – Clearfield City Public Works Director

BID RESULTS

2016 Roadway Maintenance Project

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

BID DATE: 11 May 2016
 TIME: 2:30 P.M.

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

| BIDDERS NAME | ADDENDUM #1 | BID BOND | BID AMOUNT |
|----------------------------------|-------------|----------|--|
| Advanced Paving and Construction | X | X | Total bid proposal amount with bid item 4a "Standard-weight chips": <u>\$345,800.00</u> |
| | | | Total bid proposal amount with bid item 4b "Light-weight chips": <u>\$383,500.000</u> |
| Consolidated Paving & Concrete | X | X | Total bid proposal amount with bid item 4a "Standard-weight chips": <u>\$419,452.77</u> |
| | | | Total bid proposal amount with bid item 4b "Light-weight chips": <u>\$392,063.73</u> |
| Staker & Parson Companies | X | X | Total bid proposal amount with bid item 4a "Standard-weight chips": <u>\$416,860.00</u> |
| | | | Total bid proposal amount with bid item 4b "Light-weight chips": <u>\$442,800.000</u> |

BID PROPOSAL TABULATION

2016 Roadway Maintenance Project

BID DATE: May 12th 2015

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

| Bid Item | Description | Quantity | Unit | Advanced Paving and Construction 1723 West 1350 South Ogden, UT 84401 | | Consolidated Paving & Concrete 1705 West 2450 South Ogden, UT 84401 | | Staker Parson Companies 2350 South 1900 West Ogden, UT 84401 | |
|----------|---|----------|------|---|--------------|---|--------------|--|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 1. | Mobilization, SWPPP & traffic control. | 1 | ls. | \$14,400.00 | \$14,400.00 | \$19,416.00 | \$19,416.00 | \$4,733.00 | \$4,733.00 |
| 2. | Crack seal edge of curb and gutter (Streets being chip sealed). | 1 | ls. | \$30,500.00 | \$30,500.00 | \$29,280.00 | \$29,280.00 | \$6,837.00 | \$6,837.00 |
| 3. | Crack seal entire street. (Streets being sealed with HDMB or FMST). | 1 | ls. | \$25,400.00 | \$25,400.00 | \$39,360.00 | \$39,360.00 | \$50,490.00 | \$50,490.00 |
| 4a. | Chip seal with fog coat streets with "Standard-weight chips" (approximately 116,000 square yards). | 1 | ls. | \$174,500.00 | \$174,500.00 | \$207,358.34 | \$207,358.34 | \$266,100.00 | \$266,100.00 |
| 4b. | Chip seal with fog coat streets with "Light-weight chips" (approximately 116,000 square yards). | 1 | ls. | \$212,200.00 | \$212,200.00 | \$179,969.30 | \$179,969.30 | \$292,040.00 | \$292,040.00 |
| 5. | Seal coat streets with high density mineral bond (HDMB, approximately 28,396 square yards). | 1 | ls. | \$48,700.00 | \$48,700.00 | \$70,535.66 | \$70,535.66 | \$45,700.00 | \$45,700.00 |
| 6. | Seal coat streets with frictional mastic surface treatment (FMST, approximately 29,359 square yards). | 1 | ls. | \$51,650.00 | \$51,650.00 | \$51,436.97 | \$51,436.97 | \$41,550.00 | \$41,550.00 |
| 7. | Install roadway striping and roadway messages. | 1 | ls. | \$650.00 | \$650.00 | \$2,065.80 | \$2,065.80 | \$1,450.00 | \$1,450.00 |

| Bid Item | Description | Quantity | Unit | Advanced Paving and Construction 1723 West 1350 South Ogden, UT 84401 | | Consolidated Paving & Concrete 1705 West 2450 South Ogden, UT 84401 | | Staker Parson Companies 2350 South 1900 West Ogden, UT 84401 | |
|--|-------------|----------|------|---|---------------------|---|---------------------|--|---------------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| Total bid proposal amount with bid item 4a "Standard-weight chips": | | | | | \$345,800.00 | | \$419,452.77 | | \$416,860.00 |
| Total bid proposal amount with bid item 4b "Light-weight chips": | | | | | \$383,500.00 | | \$392,063.73 | | \$442,800.00 |
| Surety Company | | | | Fidelity and Deposit Company of Maryland | | The Guarantee Company of North America USA | | Fidelity and Deposit Company of Maryland | |
| City, State | | | | Schaumburg, IL | | Southfield, MI | | Baltimore MD | |
| Bid Security - Bid Bond Amount | | | | 5% | | 5% | | 5% | |
| Contractor's License Number | | | | 8698462-5551 | | 261386-5501 | | 4910822-5501 | |

11 May 2016

Clearfield City
55 South State Street
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council
Proj: **25 North Street Waterline Improvement Project**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mark Shepherd and Council Members,

The “Bid Opening” for the above referenced project was conducted on Tuesday, April 26th, 2016. The lowest responsible bidder is Snap Excavation of Lehi, Utah.

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

Since Snap Excavation’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$82,533.00 to Snap Excavation.

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

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



R. Todd Freeman, P.E.
City Engineer

cc: Scott Hodge – Clearfield City Public Works Director

BID RESULTS

25 North Street Waterline Improvement Project

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

BID DATE: Tuesday, April 26th, 2016
TIME: 2:30 P.M.

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

| BIDDERS NAME | ADDENDUM | BID BOND | BID AMOUNT |
|------------------------|----------|-----------------|--|
| Snapp Excavation | | X | Total bid amount w/option 23a.: <u>\$82,533.00</u> Total bid amount w/option 23b.: <u>\$82,533.00</u> |
| Band K Fox Contractors | | Not Attached | Total bid amount w/option 23a.: <u>\$114,435.00</u> Total bid amount w/option 23b.: <u>\$116,435.00</u> |
| Marsh Construction | | X | Total bid amount w/option 23a.: <u>\$118,894.75</u> Total bid amount w/option 23b.: <u>\$118,593.75</u> |
| Bolli Companies | | Cashier's Check | Total bid amount w/option 23a.: <u>\$138,060.00</u> Total bid amount w/option 23b.: <u>\$138,560.00</u> |
| B. Hansen Construction | | X | Total bid amount w/option 23a.: <u>\$162,055.00</u> Total bid amount w/option 23b.: <u>\$161,055.00</u> |
| England Construction | | Not Attached | Total bid amount w/option 23a.: <u>\$184,730.00</u> Total bid amount w/option 23b.: <u>\$186,730.00</u> |

BID PROPOSAL TABULATION

25 North Street Waterline Improvement Project

BID DATE: 26 April 2016

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

| Bid Item | Description | Quantity | Unit | Snap Excavation 3727 South 780 West Lehi, UT 84043 | | B&K Fox Contractors, Inc. 925 West 7915 South Willard, UT 84340 | | Marsh Construction 325 East 2000 North North Ogden, UT 84414 | |
|----------|--|----------|------|--|--------------|---|--------------|--|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 1. | Mobilization, SWPPP and traffic control. | 1 | ls. | \$9,660.50 | \$9,660.50 | \$3,000.00 | \$3,000.00 | \$6,000.00 | \$6,000.00 |
| 2. | Saw cutting, removal and disposal of asphalt surfacing and roadbase to sub-base grade. | 675 | sy. | \$3.00 | \$2,025.00 | \$5.00 | \$3,375.00 | \$12.50 | \$8,437.50 |
| 3. | Remove and salvage fire hydrant. | 1 | ea. | \$550.00 | \$550.00 | \$750.00 | \$750.00 | \$750.00 | \$750.00 |
| 4. | Removal and disposal of sidewalk. | 50 | lf. | \$3.00 | \$150.00 | \$5.00 | \$250.00 | \$25.00 | \$1,250.00 |
| 5. | Removal and disposal of concrete flatwork. | 550 | sf. | \$4.00 | \$2,200.00 | \$2.50 | \$1,375.00 | \$3.00 | \$1,650.00 |
| 6. | Removal and disposal of concrete waterway. | 50 | sf. | \$4.00 | \$200.00 | \$5.00 | \$250.00 | \$6.00 | \$300.00 |
| 7. | Removal and disposal of existing curb and gutter. | 110 | lf. | \$4.00 | \$440.00 | \$15.00 | \$1,650.00 | \$10.00 | \$1,100.00 |
| 8. | Furnish and install concrete curb and gutter. | 110 | lf. | \$20.00 | \$2,200.00 | \$30.00 | \$3,300.00 | \$26.00 | \$2,860.00 |
| 9. | Furnish and install 4-foot wide 4-inch thick sidewalk. | 50 | lf. | \$5.50 | \$275.00 | \$25.00 | \$1,250.00 | \$20.00 | \$1,000.00 |
| 10. | Furnish and install 4-inch thick concrete flatwork. | 175 | sf. | \$5.50 | \$962.50 | \$5.00 | \$875.00 | \$6.25 | \$1,093.75 |
| 11. | Furnish and install handicap ramp (yellow in color). | 2 | ea. | \$1,100.00 | \$2,200.00 | \$1,250.00 | \$2,500.00 | \$600.00 | \$1,200.00 |
| 12. | Furnish and install concrete waterway. | 50 | sf. | \$8.00 | \$400.00 | \$8.00 | \$400.00 | \$20.00 | \$1,000.00 |
| 13. | Furnish and install 8-inch diameter C-900 pvc DR-18 culinary waterline. | 630 | lf. | \$17.00 | \$10,710.00 | \$32.00 | \$20,160.00 | \$20.30 | \$12,789.00 |

| Bid Item | Description | Quantity | Unit | Snap Excavation 3727 South 780 West Lehi, UT 84043 | | B&K Fox Contractors, Inc. 925 West 7915 South Willard, UT 84340 | | Marsh Construction 325 East 2000 North North Ogden, UT 84414 | |
|----------|---|----------|------|--|--------------|---|--------------|--|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 14. | Furnish and install 8-inch gate valve. | 4 | ea. | \$500.00 | \$2,000.00 | \$1,800.00 | \$7,200.00 | \$1,850.00 | \$7,400.00 |
| 15. | Furnish and install fire hydrant. | 1 | ea. | \$4,500.00 | \$4,500.00 | \$4,800.00 | \$4,800.00 | \$5,759.00 | \$5,759.00 |
| 16. | Relocate fire hydrant to Sta. 0+15.11 LT 22.43'. | 1 | ea. | \$2,200.00 | \$2,200.00 | \$2,800.00 | \$2,800.00 | \$3,780.00 | \$3,780.00 |
| 17. | Waterline connection at Sta 1+51.20 RT 10.22' (25 North 1450 West). | 1 | ea. | \$1,100.00 | \$1,100.00 | \$2,700.00 | \$2,700.00 | \$3,652.00 | \$3,652.00 |
| 18. | Waterline connection at Sta 5+39.60 LT 10.53' (25 North 1400 West). | 1 | ea. | \$1,100.00 | \$1,100.00 | \$2,700.00 | \$2,700.00 | \$3,146.00 | \$3,146.00 |
| 19. | Waterline connection at Sta 5+93.73 LT 9.35'. | 1 | ea. | \$1,100.00 | \$1,100.00 | \$2,500.00 | \$2,500.00 | \$2,740.00 | \$2,740.00 |
| 20. | Waterline connection at Sta 101+83.00 LT 10.33' (200 South 1450 West). | 1 | ea. | \$1,100.00 | \$1,100.00 | \$5,200.00 | \$5,200.00 | \$4,350.00 | \$4,350.00 |
| 21. | Furnish and install 1" copper water service lateral piping. | 40 | lf. | \$15.00 | \$600.00 | \$25.00 | \$1,000.00 | \$20.00 | \$800.00 |
| 22. | Connect 1" water service lateral. | 2 | ea. | \$300.00 | \$600.00 | \$1,000.00 | \$2,000.00 | \$350.00 | \$700.00 |
| 23a. | Option 1: Furnish and install 2" poly water service lateral piping (install waterline in trench and pull through existing 6-inch fire supply line). | 1 | ls. | \$2,500.00 | \$2,500.00 | \$6,500.00 | \$6,500.00 | \$5,395.00 | \$5,395.00 |
| 23b. | Option 2: Furnish and install 2-inch poly water service lateral piping (install waterline in open trench). | 1 | ls. | \$2,500.00 | \$2,500.00 | \$8,500.00 | \$8,500.00 | \$5,094.00 | \$5,094.00 |
| 24. | Furnish 1" diameter clean gravel pipe bedding materials. | 75 | ton | \$15.00 | \$1,125.00 | \$25.00 | \$1,875.00 | \$21.50 | \$1,612.50 |
| 25. | Furnish clean import material for trench backfill. | 980 | ton | \$13.00 | \$12,740.00 | \$13.25 | \$12,985.00 | \$16.50 | \$16,170.00 |
| 26. | Furnish and install untreated roadbase materials – 8" thick. | 340 | ton | \$13.00 | \$4,420.00 | \$15.00 | \$5,100.00 | \$18.50 | \$6,290.00 |

| Bid Item | Description | Quantity | Unit | Snap Excavation 3727 South 780 West Lehi, UT 84043 | | B&K Fox Contractors, Inc. 925 West 7915 South Willard, UT 84340 | | Marsh Construction 325 East 2000 North North Ogden, UT 84414 | |
|--|--|----------|------|--|--------------|---|--------------|--|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 27. | Furnish and install bituminous asphalt paving materials – 3” thick. | 135 | ton | \$75.00 | \$10,125.00 | \$104.00 | \$14,040.00 | \$105.00 | \$14,175.00 |
| 28. | Adjust valve box ring and cover to finish grade. | 7 | ea. | \$50.00 | \$350.00 | \$200.00 | \$1,400.00 | \$285.00 | \$1,995.00 |
| 29. | Remove and replace all landscaping improvements, public/private damaged during construction. | 1 | ls. | \$5,000.00 | \$5,000.00 | \$2,500.00 | \$2,500.00 | \$1,500.00 | \$1,500.00 |
| TOTAL BID PROPOSAL AMOUNT WITH BID ITEM 23a : | | | | \$82,533.00 | | \$114,435.00 | | \$118,894.75 | |
| TOTAL BID PROPOSAL AMOUNT WITH BID ITEM 23b : | | | | \$82,533.00 | | \$116,435.00 | | \$118,593.75 | |
| Surety Company | | | | Auto Insurance Company | | None Submitted | | Western Surety Company | |
| City, State | | | | Lansing, MI | | | | Sioux Falls, SD | |
| Bid Security - Bid Bond Amount | | | | 5% | | | | 5% | |
| Contractor's License Number | | | | 9657307-5501 | | 370472-5501 | | 376752-5501 | |

BID PROPOSAL TABULATION

25 North Street Waterline Improvement Project

BID DATE: 26 April 2016

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

| Bid Item | Description | Quantity | Unit | Bolli Companies 253 East State Street Lehi, UT 84043 | | B. Hansen Construction 2310 West 850 North Layton, UT 84041 | | England Construction 202 South Val Vista Dr. Tooele, UT 84074 | |
|----------|--|----------|------|--|--------------|---|--------------|---|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 1. | Mobilization, SWPPP and traffic control. | 1 | ls. | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$16,000.00 | \$16,000.00 |
| 2. | Saw cutting, removal and disposal of asphalt surfacing and roadbase to sub-base grade. | 675 | sy. | \$10.00 | \$6,750.00 | \$20.00 | \$13,500.00 | \$9.00 | \$6,075.00 |
| 3. | Remove and salvage fire hydrant. | 1 | ea. | \$1,500.00 | \$1,500.00 | \$1,800.00 | \$1,800.00 | \$3,500.00 | \$3,500.00 |
| 4. | Removal and disposal of sidewalk. | 50 | lf. | \$15.00 | \$750.00 | \$10.00 | \$500.00 | \$12.00 | \$600.00 |
| 5. | Removal and disposal of concrete flatwork. | 550 | sf. | \$3.75 | \$2,062.50 | \$2.00 | \$1,100.00 | \$3.50 | \$1,925.00 |
| 6. | Removal and disposal of concrete waterway. | 50 | sf. | \$3.75 | \$187.50 | \$3.00 | \$150.00 | \$5.00 | \$250.00 |
| 7. | Removal and disposal of existing curb and gutter. | 110 | lf. | \$4.00 | \$440.00 | \$12.00 | \$1,320.00 | \$4.00 | \$440.00 |
| 8. | Furnish and install concrete curb and gutter. | 110 | lf. | \$20.00 | \$2,200.00 | \$25.00 | \$2,750.00 | \$36.00 | \$3,960.00 |
| 9. | Furnish and install 4-foot wide 4-inch thick sidewalk. | 50 | lf. | \$20.00 | \$1,000.00 | \$30.00 | \$1,500.00 | \$26.00 | \$1,300.00 |
| 10. | Furnish and install 4-inch thick concrete flatwork. | 175 | sf. | \$5.00 | \$875.00 | \$5.00 | \$875.00 | \$7.00 | \$1,225.00 |
| 11. | Furnish and install handicap ramp (yellow in color). | 2 | ea. | \$900.00 | \$1,800.00 | \$2,500.00 | \$5,000.00 | \$3,400.00 | \$6,800.00 |
| 12. | Furnish and install concrete waterway. | 50 | sf. | \$5.00 | \$250.00 | \$8.00 | \$400.00 | \$15.00 | \$750.00 |
| 13. | Furnish and install 8-inch diameter C-900 pvc DR-18 culinary waterline. | 630 | lf. | \$32.50 | \$20,475.00 | \$32.00 | \$20,160.00 | \$60.00 | \$37,800.00 |

| Bid Item | Description | Quantity | Unit | Bolli Companies 253 East State Street Lehi, UT 84043 | | B. Hansen Construction 2310 West 850 North Layton, UT 84041 | | England Construction 202 South Val Vista Dr. Tooele, UT 84074 | |
|----------|---|----------|------|--|--------------|---|--------------|---|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 14. | Furnish and install 8-inch gate valve. | 4 | ea. | \$3,000.00 | \$12,000.00 | \$2,400.00 | \$9,600.00 | \$3,000.00 | \$12,000.00 |
| 15. | Furnish and install fire hydrant. | 1 | ea. | \$5,000.00 | \$5,000.00 | \$6,900.00 | \$6,900.00 | \$5,500.00 | \$5,500.00 |
| 16. | Relocate fire hydrant to Sta. 0+15.11 LT 22.43'. | 1 | ea. | \$3,500.00 | \$3,500.00 | \$2,500.00 | \$2,500.00 | \$4,000.00 | \$4,000.00 |
| 17. | Waterline connection at Sta 1+51.20 RT 10.22' (25 North 1450 West). | 1 | ea. | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$1,800.00 | \$1,800.00 |
| 18. | Waterline connection at Sta 5+39.60 LT 10.53' (25 North 1400 West). | 1 | ea. | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$1,800.00 | \$1,800.00 |
| 19. | Waterline connection at Sta 5+93.73 LT 9.35'. | 1 | ea. | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$3,000.00 | \$3,000.00 |
| 20. | Waterline connection at Sta 101+83.00 LT 10.33' (200 South 1450 West). | 1 | ea. | \$2,000.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 | \$3,000.00 | \$3,000.00 |
| 21. | Furnish and install 1" copper water service lateral piping. | 40 | lf. | \$25.00 | \$1,000.00 | \$10.00 | \$400.00 | \$25.00 | \$1,000.00 |
| 22. | Connect 1" water service lateral. | 2 | ea. | \$500.00 | \$1,000.00 | \$500.00 | \$1,000.00 | \$800.00 | \$1,600.00 |
| 23a. | Option 1: Furnish and install 2" poly water service lateral piping (install waterline in trench and pull through existing 6-inch fire supply line). | 1 | ls. | \$3,500.00 | \$3,500.00 | \$5,000.00 | \$5,000.00 | \$3,000.00 | \$3,000.00 |
| 23b. | Option 2: Furnish and install 2-inch poly water service lateral piping (install waterline in open trench). | 1 | ls. | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$5,000.00 | \$5,000.00 |
| 24. | Furnish 1" diameter clean gravel pipe bedding materials. | 75 | ton | \$22.00 | \$1,650.00 | \$30.00 | \$2,250.00 | \$32.00 | \$2,400.00 |
| 25. | Furnish clean import material for trench backfill. | 980 | ton | \$18.00 | \$17,640.00 | \$30.00 | \$29,400.00 | \$29.00 | \$28,420.00 |
| 26. | Furnish and install untreated roadbase materials – 8" thick. | 340 | ton | \$22.00 | \$7,480.00 | \$30.00 | \$10,200.00 | \$34.00 | \$11,560.00 |

| Bid Item | Description | Quantity | Unit | Bolli Companies 253 East State Street Lehi, UT 84043 | | B. Hansen Construction 2310 West 850 North Layton, UT 84041 | | England Construction 202 South Val Vista Dr. Tooele, UT 84074 | |
|--|--|----------|------|--|--------------|---|--------------|---|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount | Unit Price | Total Amount |
| 27. | Furnish and install bituminous asphalt paving materials – 3” thick. | 135 | ton | \$150.00 | \$20,250.00 | \$150.00 | \$20,250.00 | \$95.00 | \$12,825.00 |
| 28. | Adjust valve box ring and cover to finish grade. | 7 | ea. | \$750.00 | \$5,250.00 | \$1,000.00 | \$7,000.00 | \$600.00 | \$4,200.00 |
| 29. | Remove and replace all landscaping improvements, public/private damaged during construction. | 1 | ls. | \$3,500.00 | \$3,500.00 | \$4,500.00 | \$4,500.00 | \$8,000.00 | \$8,000.00 |
| TOTAL BID PROPOSAL AMOUNT WITH BID ITEM 23a : | | | | \$138,060.00 | | \$162,055.00 | | \$184,730.00 | |
| TOTAL BID PROPOSAL AMOUNT WITH BID ITEM 23b : | | | | \$138,560.00 | | \$161,055.00 | | \$186,730.00 | |
| Surety Company | | | | Cashier's Check | | Old Republic Surety Company | | None Submitted | |
| City, State | | | | | | Waukesha, WI | | | |
| Bid Security - Bid Bond Amount | | | | | | 5% | | | |
| Contractor's License Number | | | | 9762265-5551 | | 250153-5501 | | 6610029-5501 | |



CIVIL ENGINEERING CONSULTANTS, PLLC

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

10 May 2016

Clearfield City
55 South State
Clearfield, Utah 84015

Attn: Scott Hodge
Proj: **25 North Street Waterline Improvement Project**
Subj: Bidder's Experience Certification - Snap Excavation

Dear Scott,

This is to inform you that we have contacted the contractor's references noted in the mandatory "Bidder's Experience Certification" document. After discussions with the project owners in the contractor's references we feel that **Snap Excavation** will be able to perform and complete the project as designed.

The following are the results of the conversations on the various projects used for references.

Gallier Project for Springville City, Utah: Call with Paul (public works director). Snap Excavation is fairly new contractor. They did good work for Springville City and gave them a good project.

South Main Demo. Spanish Fork, Utah. Call with Lua (public works director). Snap Excavation did good work, on time and no change orders. They have a good experienced excavator.

Red Butte Gardens, University of Utah. Call with Preston (project manager). Stated that Snap Excavation did good work. No change orders. Would work with them again and would recommend them for our project. Addressed issues quickly.

Should you have any questions in regards to any of the above items, feel free to contact me.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.

A handwritten signature in cursive script that reads "R. Todd Freeman".

R. Todd Freeman, P.E.
City Engineer

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. POLICY SESSION
May 10, 2016

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

| | | |
|----------------|-----------------|----------------------------------|
| PRESIDING: | Bruce Young | Chair |
| PRESENT: | Keri Benson | Director |
| | Kent Bush | Director |
| | Nike Peterson | Director |
| | Vern Phipps | Director |
| EXCUSED: | Mark Shepherd | Director |
| 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 |
| | Lee Naylor | Accountant/Budget Analyst |
| | Kim Read | Deputy City Recorder |
| EXCUSED: | Nancy Dean | City Recorder |

VISITORS: Zachary Beckman, Jean Wunderlich, Cathleen Gilbertson, Samantha Atwood, South Clearfield Elementary students, Heather Oviatt – Tom Stuart Construction, Bob Bercher, Buck Eckstrom – South Clearfield Elementary, Parker Rasmussen, Kathryn Murray, Kristi Bush, Hayden Rasband

Chair Young called the meeting to order at 7:41 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE FEBRUARY 9, 2016 POLICY SESSION AND THE APRIL 19, 2016 WORK SESSION

Director Benson moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the February 9, 2016 policy session and the April 19, 2016 work session as written, seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Peterson, and Phipps. Voting NO – None. Director Shepherd was not present for the vote.

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2016/2017 AND SET A PUBLIC HEARING FOR JUNE 14, 2016 TO RECEIVE PUBLIC INPUT ON THE BUDGET

The Tentative Budget as presented to the Board for adoption was a balanced budget.

Rich Knapp, Finance Manager, reminded the Board of the changes discussed during the previous work session and pointed out the budget reflected an increase in fund balance.

Director Benson moved to approve the Fiscal Year 2016/2017 Tentative Budget and set a public hearing on the budget for Tuesday, June 14, 2016, seconded by Director Peterson. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Peterson, and Phipps. Voting NO – None. Director Shepherd was not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Peterson moved to adjourn as the Community Development and Renewal Agency and reconvene as the City Council in a work session at 7:43 p.m., seconded by Director Benson. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, Peterson and Phipps. Voting NO – None.** Director Shepherd was not present for the vote.

DRAFT

Staff Report



To: CDRA Board of Directors
From: JJ Allen, Assistant City Manager
Date: May 18, 2016
Re: Sale of 720 North Main Street

I. RECOMMENDED ACTION

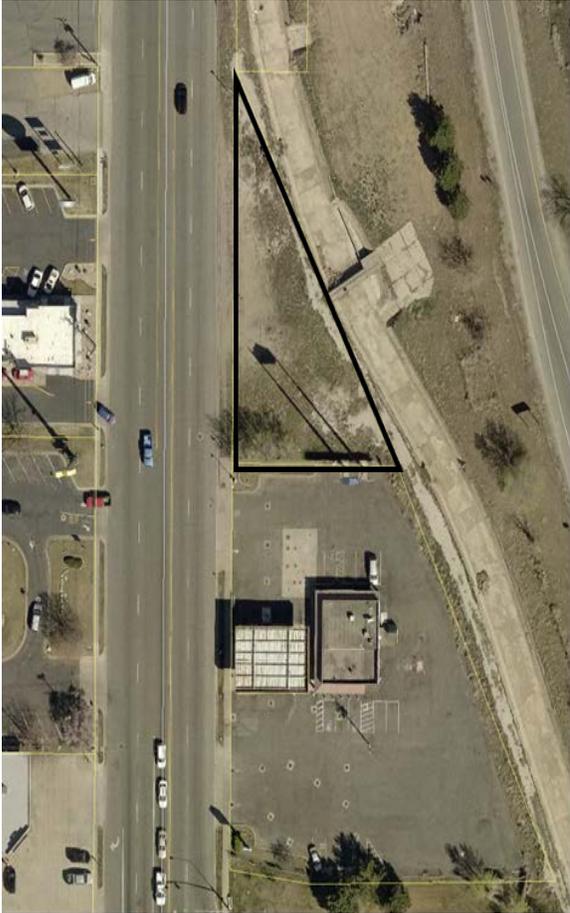
Approve the sale of 720 North Main Street (Tax ID #14-094-0001), per the terms in the Real Estate Purchase Contract dated March 7, 2016, and authorize the Chair’s signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

This property is adjacent to the Tesoro gas station at the northeast corner of Main Street and 650 North. The Buyer (Q and H, LLC) is purchasing the gas station, and desires the CDRA’s property to be able to expand and improve the site. The buyer offered to pay \$20,000 for the property, and our counteroffer included three points:

1. That the buyer would grant the City an easement at the north end of the parcel to allow for construction of a gateway monument sign.
2. That formal approval from the CDRA Board must be obtained.
3. That closing need not occur until after land use approvals are obtained.

Regarding #3, the buyer has indicated that he is anxious to close as soon as possible, and he understands that he will still need to go through the requisite land use approval process(es) for his project.



III. IMPACT

a. Fiscal

The \$20,000 will be revenue to the CDRA in RDA #8. The market value of the property, according to the Davis County Assessor, is \$13,504.

b. Operations / Service Delivery

For some time, this property had been viewed as a potential trailhead for the canal trail. However, it is somewhat removed and disconnected from the terminus of the canal trail, and there may be a better location for a trailhead nearby (though it would require acquisition of property).

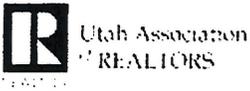
With the easement for the gateway monument sign, the City/CDRA's use for this parcel is protected.

IV. SCHEDULE / TIME CONSTRAINTS

If the sale is approved by the CDRA Board, we will close on the transaction as soon as the Buyer is ready (likely within the next few days).

V. LIST OF ATTACHMENTS

- Real Estate Purchase Contract for 720 North Main Street



COMMERCIAL REAL ESTATE PURCHASE CONTRACT



This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only, in their transactions with clients and customers. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this 7th day of March, 2016 ("Offer Reference Date") Q AND H LLC ("Buyer") offers to purchase from CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL ("Seller") the *Property* described below and hereby delivers to the Brokerage or Title/Escrow Company, as *Earnest Money*, the amount of \$500. in the form of CHECK which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company Ascent Real Estate Group LLC Address 2297 N Hillfield Road

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OFFER TO PURCHASE

1. **PROPERTY (General Description):** LOT TO NORTH OF TESORO GAS STATION AT 650 N. MAIN ST.

Address _____ City _____

County _____ State of Utah, ZIP _____

County Tax I.D. # _____ (the "Property")

For a legal description (Check Applicable Box): SEE ADDENDUM # _____ COMMITMENT FOR TITLE INSURANCE as provided in Section 7(b).

1.1 **INCLUDED ITEMS:** Unless excluded herein, this sale includes all fixtures presently attached to the *Property*. The following personal property shall also be included in this sale and conveyed under separate *Bill of Sale* with warranties as to title:

1.2 **Excluded Items.** These items are excluded from this sale:

2. **PURCHASE PRICE** The Purchase Price for the *Property* is \$20,000.00

The Purchase Price will be paid as follows:

- \$500.00 (a) **Earnest Money Deposit.**
 - \$ _____ (b) **New Loan.** Buyer will apply for one or more of the following loans: Conventional SBA Other (specify) _____ Buyer shall have the right to approve the terms and conditions of the new loan as provided in Section 8 (f).
 - \$ _____ (c) **Loan Assumption Addendum** (see attached *Assumption Addendum* if applicable)
 - \$ _____ (d) **Seller Financing** (see attached *Seller Financing Addendum* if applicable)
 - \$ _____ (e) **Other (specify)** _____
 - \$19500. (f) **Balance of Purchase Price in Cash at Settlement**
- \$20000.00 **PURCHASE PRICE. Total of lines (a) through (f)**

3. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office

in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: _____ HOURS AFTER CLOSING; 1 DAYS AFTER CLOSING; OTHER (SPECIFY) _____
Any rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, NA represents Seller Buyer both Buyer and Seller
as a Limited Agent;
Seller's Brokerage, NA represents Seller Buyer both Buyer and Seller
as a Limited Agent;
Buyer's Agent, Sharli Abbott represents Seller Buyer both Buyer and Seller
as a Limited Agent;
Buyer's Brokerage, Ascent Real Estate Group LLC represents Seller Buyer both Buyer and Seller
as a Limited Agent;

6. TITLE TO PROPERTY & TITLE INSURANCE.

- (a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by: GENERAL WARRANTY DEED SPECIAL WARRANTY DEED, free of financial encumbrances except as provided under Section 10.1.
- (b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under Section 10.1 and with the Commitment for Title Insurance as agreed to by Buyer under Section 8.
- (c) BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE. The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: BUYER SELLER OTHER _____.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a Commitment for Title Insurance on the Property;
- (c) a copy of all leases and rental agreements now in effect with regard to the Property together with a current rent roll;
- (d) operating statements of the Property for its last _____ full fiscal years of operation plus the current fiscal year through _____ certified by the Seller or by an independent auditor;
- (e) copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the Property, including without limitation, environmental reports, soils studies, site plans and surveys;
- (f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (g) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) IS IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) IS IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) IS IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor ("Survey");

- (d) IS IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*, and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*;
- (e) IS IS NOT conditioned upon the *Property* appraising for not less than the Purchase Price.
- (f) IS IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.
- (g) IS IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the *Property*. (specify)
CLEARFIELD CITY APPROVING ALL SITE IMPROVEMENTS AND REMODEL OF C-STORE

If any of the items 8(a) through 8(g) are checked in the affirmative, then *Sections 8.1, 8.2, 8.3 and 8.4* apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, claim, or damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the *Property*. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in *Section 8.2*; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in *Sections 8(a) through 8(g)*, including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have 2 CALENDAR DAYS after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in *Section 10*, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than **THREE CALENDAR DAYS** after expiration of the *Response Period*; whereupon the *Earnest Money Deposit* shall be released to Buyer. If this Contract is not canceled by Buyer under this *Section 8.4*, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in *Section 10*.

9. ADDITIONAL TERMS. There ARE ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. _____
 Seller Financing Addendum Assumption Addendum Lead-Based Paint Disclosure & Acknowledgement
 OTHER (specify) _____

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the *Property* subject to the contents of the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*. Buyer also agrees to take the *Property* subject to existing leases affecting the *Property* and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the *Property* after Closing. Except for any loan(s) specifically assumed by Buyer under *Section 2*, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing.

10.2 Condition of Property. Seller warrants that **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**, the *Property* and improvements will be broom-clean and free of debris and personal belongings, and in the same general condition as they were on the date of *Acceptance*.

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the *Property* which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the *Property* or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the *Property* is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the *Property*, nor

has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the *Property*, of any Hazardous Substances, or the transportation to or from the *Property*, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the *Property* to determine **only** that the *Property* is "as represented," meaning that the items referenced in *Sections 1.1, 8.4 and 10.2 and 10.3* ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the *Property*; or (d) incur any further financial encumbrances against the *Property*.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

14. COMPLETE CONTRACT/ASSIGNMENT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. This Contract SHALL SHALL NOT be assignable by Buyer. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. MEDIATION. Any dispute relating to this Contract that arise prior to or after Closing:

SHALL

MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved **THIRTY (30) CALENDAR DAYS** from the date written notice requesting mediation is sent by one party to the other(s). If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this *Section 15* shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under *Section 15*.

18. NOTICES. Except as provided in *Section 23*, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of *Sections 8.4, 10.1, 10.3, 15 and 17* and any other express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

Buyer's Initials  Date 3-7-16 Seller's Initials JSA Date 3/9/16

20. RISK OF LOSS. All risk of loss to the *Property*, including physical damage or destruction to the *Property* or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

- (a) Seller Disclosure Deadline 03/14/2016 (Date)
- (b) Due Diligence Deadline 04/01/2016 (Date)
- (c) Settlement Deadline 04/18/2016 (Date)

Buyer's Initials J Date 3-7-16 Seller's Initials JJA Date 3/9/16

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the *Property* on the above terms and conditions. If Seller does not accept this offer by: 4 : 00 [] AM [X] PM Mountain Time on 03/11/2016 (Date), this offer shall lapse; and the Brokerage or Title/Escrow Company shall return the *Earnest Money Deposit* to Buyer.

[Signature] President 3-7-16
 (Buyer's Signature) (Title, if any) (Date) (Buyer's Signature) (Title, if any) (Date)

JAKE ABBOTT 4430 N 400 W PLEASANT VIEW 84414 8017104650
 (Buyers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

 (Buyers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[X] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1

[Signature] 3/9/16 11:00 a
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

JJ Allen 55 S. State St., Clearfield 84015 801. 525.2788 801. 525.2869
 (Sellers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

 (Sellers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

[] **REJECTION:** Seller Rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

 (Buyer's Signature) (Date) (Buyer's Signature) (Date)

 (Seller's Signature) (Date) (Seller's Signature) (Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be [] faxed [] mailed [] hand delivered on _____, postage prepaid, to the [] Seller [] Buyer.
 Sent/Delivered by (specify) _____

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UAR FORM 3

Page 6 of 7 Buyer's Initials *[Signature]* Date 3-7-16 Seller's Initials JJA Date 3/9/16

Buyer's Initials *J* Date *3-7-16* Seller's Initials *SSA* Date *3/9/16*

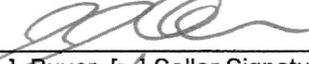
**ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of March 7, 2016, including all prior addenda and counteroffers, between Q and H LLC as Buyer, and Clearfield CDRA as Seller, regarding the Property located at 720 N. Main St. Clearfield; lot north of Tesoro; TID #14-094-0001. The following terms are hereby incorporated as part of the REPC:

- 1. Buyer shall grant to Clearfield City an easement at the north end of the parcel for the purpose of future construction of a gateway monument sign, which sign and associated landscaping shall be owned and maintained by Clearfield City. Exact location and dimensions of the easement to be determined.
- 2. Seller's right to cancel is contingent upon formal approval by the Clearfield CDRA Board of Directors, which approval may be withheld for any or no reason.
- 3. Since City approval of site improvements and remodel (described in line 8.g) is unlikely to occur prior to May 4 at the earliest, settlement deadline (line 24.c) shall be two weeks after all necessary land use approvals have been obtained.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): **REMAIN UNCHANGED** **ARE CHANGED AS FOLLOWS:** Seller disclosure deadline shall be no less than three business days after acceptance; settlement as described above.

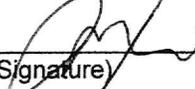
To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **Seller** **Buyer** shall have until 5:00 **AM** **PM** Mountain Time on Monday, March 14 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

| | | | | | | |
|--|-------------------------|-------------------------|--|--|--------|--------|
|  <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature | <u>3/9/16</u> (Date) | <u>11:00a</u> (Time) | | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature | (Date) | (Time) |
|--|-------------------------|-------------------------|--|--|--------|--------|

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
 ACCEPTANCE: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

| | | | | | |
|--|--------------------------|---------------------------|-------------|--------|--------|
|  (Signature) | <u>3/14/16</u> (Date) | <u>12:30 pm</u> (Time) | (Signature) | (Date) | (Time) |
|--|--------------------------|---------------------------|-------------|--------|--------|

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM.

| | | | | | |
|-------------|--------|--------|-------------|--------|--------|
| (Signature) | (Date) | (Time) | (Signature) | (Date) | (Time) |
|-------------|--------|--------|-------------|--------|--------|

Staff Report



To: CDRA Board of Directors
From: JJ Allen, Assistant City Manager
Date: May 17, 2016
Re: Amendment to the ATK EDA Project Area Plan

I. RECOMMENDED ACTION

Approve Resolution 2016R-02, authorizing the preparation of an amendment to the ATK Economic Development Project Area Plan, and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The ATK EDA was created in 2011-12 for the purpose of incentivizing a large project that would create approximately 800 jobs. Because ATK (now known as Orbital ATK) originally intended to occupy five different properties with this business venture, the EDA boundaries were drawn accordingly. However, as the project evolved, two of the properties were not needed at all (and are now under different ownership), and Orbital ATK is now preparing to occupy two buildings that are not within the EDA boundaries at all (G-12 and G-13). Consequently, Orbital ATK has requested that the EDA boundaries be amended to match the buildings that their project is occupying.

The map or boundaries for a project area are a component of the Project Area Plan—so it's really the Project Area Plan that we need to amend. The process to amend an EDA Project Area Plan is essentially the same as for original adoption of the plan. The first step is for the CDRA Board to authorize, by resolution, the preparation of an amendment. This is the item presented now for your consideration.

Once the amendment is prepared, it will need to be made available to the public during normal business hours. We'll provide notice of a public hearing (some special noticing requirements apply), and we must allow the State Board of Education and all taxing entities to consult with the CDRA regarding the amendment. After the public hearing, the CDRA may approve the plan amendment, and the City Council would do likewise.

Since no changes to the Project Area Budget are proposed, approval by the Taxing Entity Committee (TEC) appears to not be required.

III. FISCAL IMPACT

The process of amending the project area plan will involve some minor costs (document preparation, noticing, etc.), which can easily be handled with funds already budgeted for CDRA administrative purposes. More importantly, the amendment will match the project area up with the correct properties, making the accounting more logical.

As noted previously, Orbital ATK is not asking to amend the project area budget. The incentive amount granted in 2012 will not change. That said, at a later date, we do anticipate an addendum to the Tax Increment Participation Agreement to incorporate the change to the project area boundaries and to correct some other housekeeping issues.

IV. SCHEDULE / TIME CONSTRAINTS

This resolution is the first of several steps in amending the plan, and then the Participation Agreement, to facilitate the expansion of Orbital ATK's project in the Freeport Center. The entire process could take up to six months or so.

V. LIST OF ATTACHMENTS

- CDRA Resolution 2016R-02

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
RESOLUTION 2016R-02**

**A RESOLUTION OF THE CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY AUTHORIZING PREPARATION OF AN
AMENDMENT TO THE ATK ECONOMIC DEVELOPMENT PROJECT
AREA PLAN AND DIRECTING ALL NECESSARY ACTION BY AGENCY
STAFF, COUNSEL AND CONSULTANTS.**

WHEREAS, pursuant to the provisions and policies of the Limited Purpose Local Government Entities--Community Development and Renewal Agencies Act as set forth in Title 17C, Chapters 1 and 3 of the Utah Code (the "Act"), the Clearfield Community Development and Renewal Agency (the "Agency") created the ATK Economic Development Project Area in 2011-12; and

WHEREAS, the business venture for which the economic development project area was originally created has not utilized all of the properties originally included in the project area, and is expanding beyond the original boundaries of the project area; and

WHEREAS, Orbital ATK has requested that the project area boundary be amended to match the actual properties involved in their venture, but that the project area budget remain as originally adopted; and

WHEREAS, having made preliminary investigation and conducted initial inquiries, the Agency desires now to begin the process of adopting an amendment to the ATK economic development project area plan for an expansion of the economic development project area; and

WHEREAS, Agency staff is proposing that the area as defined in Exhibit "A" attached hereto be considered for an amended economic development project area preliminarily designated as the ATK Economic Development Project Area (Amended); and

WHEREAS, the Agency's Board of Directors must first authorize the preparation of an amendment to the economic development project area plan in order for staff to move forward in preparing such for public input and then consideration by the Board and the Clearfield City Council;

**THEREFORE BE IT RESOLVED BY THE CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY AS FOLLOWS:**

1. That the proposed amended economic development project area is preliminarily designated as the ATK Economic Development Project Area (Amended) (the "Amended ATK EDA"); and
2. That the Agency, its staff, counsel and consultants, severally and collectively, are hereby authorized and directed to undertake and complete the preparation of an amendment to the

economic development project area plan for the ATK Economic Development Project Area;
and

3. That the Agency staff, counsel and consultants are directed and authorized to take such action as may be necessary to prepare the amendment to the economic development project area plan, including but not limited to conducting any examination, investigation, and negotiation regarding the project area plan that the Agency considers appropriate; providing notice of the required public hearing to be held on the amendment; making the amendment available to the public for review, preparing a draft of the required project area budget and the required benefit analysis (if necessary, though this amendment does not currently contemplate any change to the project area budget); and completing other requirements necessary for the amendment to the project area plan and area to be created and adopted.

This resolution shall take effect upon adoption.

Adopted and approved this 24th day of May, 2016.

ATTEST:

CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL
AGENCY:

Nancy R. Dean, Agency Secretary

Bruce Young, Chair

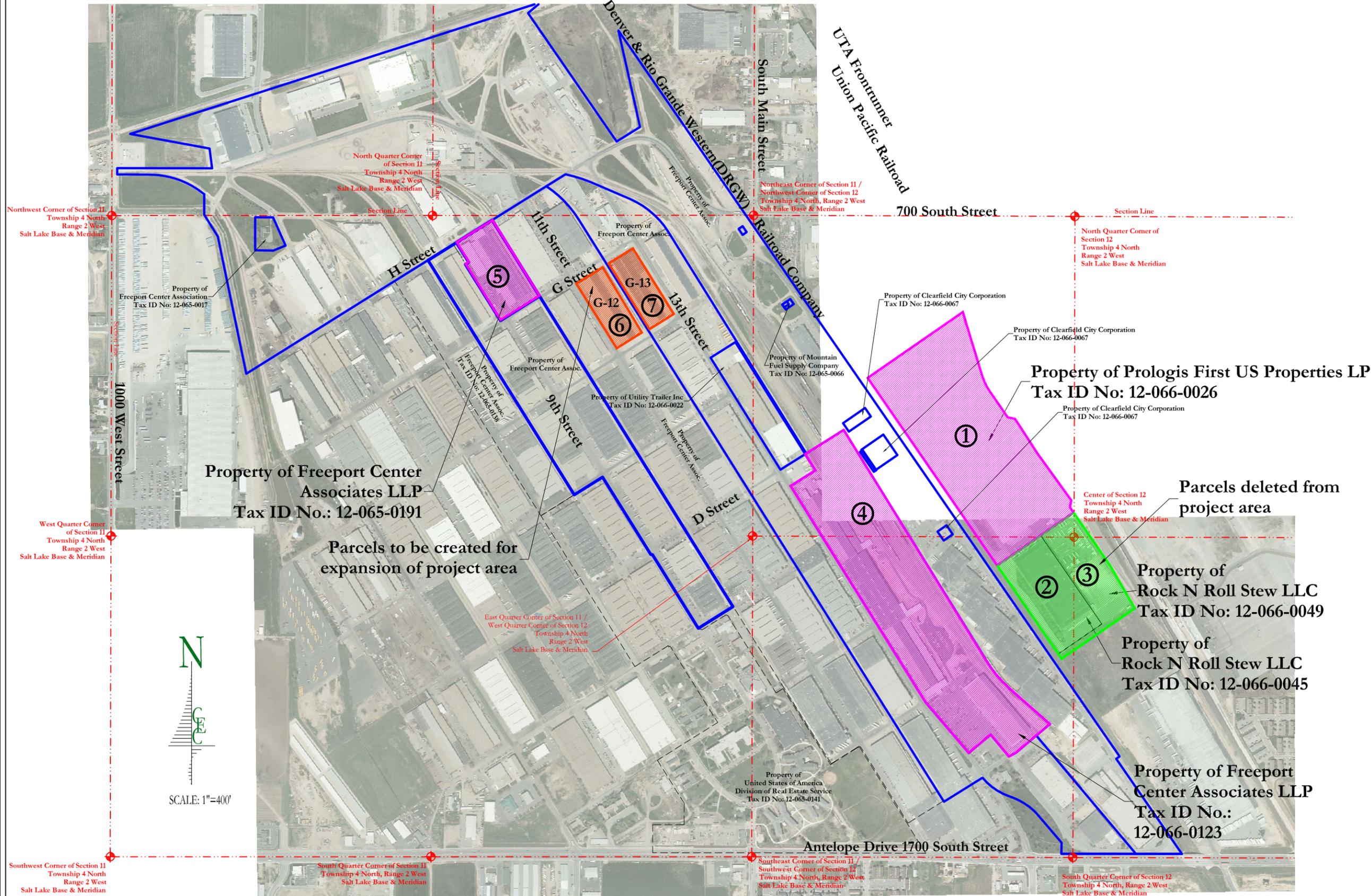
VOTE OF THE BOARD

AYE:

NAY:

EXHIBIT A

AMENDED PROJECT AREA MAP FOR THE ORBITAL ATK ECONOMIC DEVELOPMENT PLAN



CIVIL ENGINEERING
CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
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DATE: MAY 2016
DRAWN: JLS
CHECKED: NSN / RTF

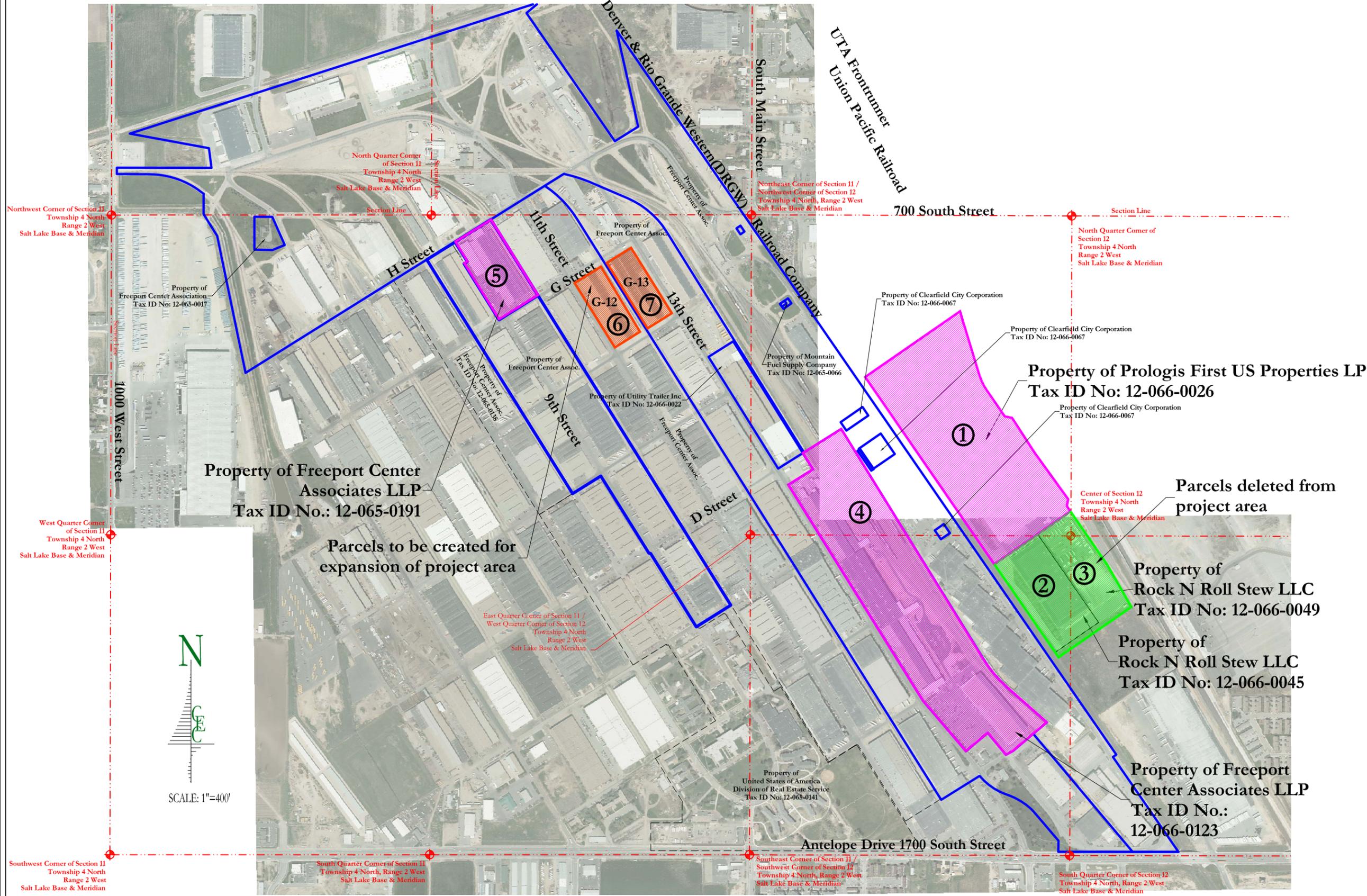
PROJECT / LOCATION:
ATK FREEPORT CLEARFIELD CITY, UTAH

TITLE:
EXHIBIT - AMENDED PROJECT AREA MAP FOR THE ORBITAL ATK ECONOMIC DEVELOPMENT PLAN

CLIENT: CLEAFIELD CITY
PROJECT NUMBER: CC.10011
FILE: ~cc10011.dwg
SHEET: 1 of 1

EXHIBIT A

AMENDED PROJECT AREA MAP FOR THE ORBITAL ATK ECONOMIC DEVELOPMENT PLAN



CIVIL ENGINEERING
CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
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DATE: MAY 2016
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT / LOCATION:
ATK FREEPORT CLEARFIELD CITY, UTAH

TITLE:
EXHIBIT - AMENDED PROJECT AREA MAP FOR THE ORBITAL ATK ECONOMIC DEVELOPMENT PLAN

CLIENT: CLEAFIELD CITY
PROJECT NUMBER: CC.10011
FILE: ~cc10011.dwg
SHEET: 1 of 1

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
RESOLUTION 2016R-02**

**A RESOLUTION OF THE CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY AUTHORIZING PREPARATION OF AN
AMENDMENT TO THE ATK ECONOMIC DEVELOPMENT PROJECT
AREA PLAN AND DIRECTING ALL NECESSARY ACTION BY AGENCY
STAFF, COUNSEL AND CONSULTANTS.**

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WHEREAS, Orbital ATK has requested that the project area boundary be amended to match the actual properties involved in their venture, but that the project area budget remain as originally adopted; and

WHEREAS, having made preliminary investigation and conducted initial inquiries, the Agency desires now to begin the process of adopting an amendment to the ATK economic development project area plan for an expansion of the economic development project area; and

WHEREAS, Agency staff is proposing that the area as defined in Exhibit "A" attached hereto be considered for an amended economic development project area preliminarily designated as the ATK Economic Development Project Area (Amended); and

WHEREAS, the Agency's Board of Directors must first authorize the preparation of an amendment to the economic development project area plan in order for staff to move forward in preparing such for public input and then consideration by the Board and the Clearfield City Council;

**THEREFORE BE IT RESOLVED BY THE CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY AS FOLLOWS:**

1. That the proposed amended economic development project area is preliminarily designated as the ATK Economic Development Project Area (Amended) (the "Amended ATK EDA"); and
2. That the Agency, its staff, counsel and consultants, severally and collectively, are hereby authorized and directed to undertake and complete the preparation of an amendment to the

economic development project area plan for the ATK Economic Development Project Area;
and

3. That the Agency staff, counsel and consultants are directed and authorized to take such action as may be necessary to prepare the amendment to the economic development project area plan, including but not limited to conducting any examination, investigation, and negotiation regarding the project area plan that the Agency considers appropriate; providing notice of the required public hearing to be held on the amendment; making the amendment available to the public for review, preparing a draft of the required project area budget and the required benefit analysis (if necessary, though this amendment does not currently contemplate any change to the project area budget); and completing other requirements necessary for the amendment to the project area plan and area to be created and adopted.

This resolution shall take effect upon adoption.

Adopted and approved this 24th day of May, 2016.

ATTEST:

CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL
AGENCY:

Nancy R. Dean, Agency Secretary

Bruce Young, Chair

VOTE OF THE BOARD

AYE:

NAY: