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 Springfield Estates Phase 4 Subdivision, 1st Amendment Final Plat Located at approximately 2103 South 175 East
Discussion on the Emergency Operations Plan (EOP)
Discussion on the CMAQ (Congestion Mitigation and Air Quality Improvement) Program Grant to Fund a Pedestrian Bridge and Trail Improvement at Clearfield Station Located at approximately 1250 South State Street
Report on the 2017 Fourth of July Celebration
(Any items not fully addressed prior to the Policy Session will be addressed in a Work Session immediately following the Policy Session)

7:00 P.M. POLICY SESSION
CALL TO ORDER: Mayor Shepherd
OPENING CEREMONY: Councilmember Young
APPROVAL OF MINUTES: July 18, 2017 – Work Session
July 25, 2017 – Policy Session
August 8, 2017 – Policy Session

PUBLIC HEARINGS:
1. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE SPRINGFIELD ESTATES SUBDIVISION PHASE 4, 1ST AMENDMENT FINAL PLAT LOCATED AT APPROXIMATELY 2103 SOUTH 175 EAST

BACKGROUND: The applicant is requesting an amendment to the existing subdivision plat for Springfield Estates that will combine 0.08 acres of open space, currently owned by Clearfield City, with Lot 117. The lot would be privately owned and maintained by the applicant in accordance with all City codes and requirements.

RECOMMENDATION: Receive public comment.
SCHEDULED ITEMS:

2. CITIZEN COMMENTS

3. CONSIDER APPROVAL OF A PROCLAMATION DECLARING SEPTEMBER 18, 2017 AS DUCHENNE MUSCULAR DYSTROPHY AWARENESS DAY IN THE CITY OF CLEARFIELD

BACKGROUND: Heather DeVito has asked the City Council to consider declaring September 18, 2017 as Duchenne Muscular Dystrophy (DMD) Awareness Day in Clearfield. DMD is a muscle wasting disease that damages the muscle cells resulting in progressive loss of strength and motor function. Victims of the disease are often diagnosed in childhood and generally don’t live past their twenties. JAR of Hope founder, James Raffone, will be in Clearfield on September 18, 2017 raising awareness and funds for ongoing research in the hope of eliminating DMD.

RECOMMENDATION: Approve the Proclamation declaring September 18, 2017 as Duchenne Muscular Dystrophy Awareness Day in the City of Clearfield and authorize the Mayor’s signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2017R-12 FINDING THAT A PORTION OF OPEN SPACE (0.08 ACRES) IN THE SPRINGFIELD ESTATES SUBDIVISION LOCATED IN THE VICINITY OF 2103 SOUTH 175 EAST IS NOT A SIGNIFICANT PARCEL OF PROPERTY AND DIRECTING STAFF TO MOVE FORWARD WITH THE DISPOSAL OF SAID PROPERTY

BACKGROUND: The City owns open space in the Springfield Estates Subdivision and is responsible for its maintenance. The owner of an adjacent lot to one of the open spaces expressed interest in owning it and was willing to accept responsibility for its maintenance.

RECOMMENDATION: Approve Resolution 2017R-12 finding that a portion of open space (0.08 acres) in the Springfield Estates Subdivision located in the vicinity of 2103 South 175 East is not a significant parcel of property and directing staff to move forward with the disposal of said property and authorize the Mayor’s signature to any necessary documents.

5. CONSIDER APPROVAL OF THE SPRINGFIELD ESTATES SUBDIVISION PHASE 4, 1ST AMENDMENT FINAL PLAT LOCATED AT APPROXIMATELY 2103 SOUTH 175 EAST

RECOMMENDATION: Approve the Springfield Estates Subdivision Phase 4, 1st Amendment Final Plat located at approximately 2103 South 175 East and authorize the Mayor’s signature to any necessary documents.

6. CONSIDER APPROVAL OF RESOLUTION 2017R-13 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN CLEARFIELD, LAYTON, CLINTON, SYRACUSE CITIES, AND DAVIS COUNTY FOR PARTICIPATION IN THE NORTH DAVIS METRO SWAT

BACKGROUND: Layton, Clearfield, Clinton and Syracuse cities established the Metro SWAT Team in 2012. Recently, Davis County expressed an interest in participating with the cities. The Interlocal Agreement formalizes the relationship of the parties and clarifies each participant
entities’ obligations with respect to the ongoing maintenance of the joint and cooperative SWAT team.

**RECOMMENDATION**: Approve Resolution 2017R-13 authorizing an Interlocal Agreement between Clearfield, Layton, Clinton, Syracuse cities, and Davis County for participation in North Davis Metro SWAT and authorize the Mayor’s signature to any necessary documents.

7. **CONSIDER APPROVAL OF RESOLUTION 2017R-14 AUTHORIZING AN ADDENDUM TO LICENSE AGREEMENT #1 WITH THE UTAH TRANSIT AUTHORITY (UTA) REGARDING THE DEVELOPMENT AND OPERATION OF THE RAIL TRAIL ALONG THE D&RGW RAILROAD CORRIDOR**

**BACKGROUND**: Clearfield City desires to install landscaping along the D&RGW Rail Trail along the eastern boundary of Steed Park. The addendum to the License Agreement allows the City to add landscaping in the form of light grading, planting grass, and evergreen trees, installing sprinklers, cleaning up the waterway, and placing rocks to allow for easier maintenance and beautification of the area.

**RECOMMENDATION**: Approve Resolution 2017R-14 authorizing an addendum to License Agreement #1 with the Utah Transit Authority (UTA) regarding the development and operation of the Rail Trail along the D&RGW Railroad corridor along the eastern boundary of Steed Park and authorize the Mayor’s signature to any necessary documents.

8. **UPDATE ON THE FISCAL YEAR 2017 YEAR END FINANCIAL STATUS**

**COMMUNICATION ITEMS:**
- Mayor’s Report
- City Council Reports
- City Manager’s Report
- Staff Reports

**ADJOURN AS THE CITY COUNCIL**

Dated this 18th day of August, 2017.

/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.
PRESIDING: Mark Shepherd Mayor

PRESENT: Kent Bush Councilmember
Nike Peterson Councilmember
Vern Phipps Councilmember
Tim Roper Councilmember
Bruce Young Councilmember

STAFF PRESENT: Adam Lenhard City Manager
JJ Allen Assistant City Manager
Stuart Williams City Attorney
Scott Hodge Public Works Director
Greg Krusi Police Chief
Eric Howes Community Services Director
Spencer Brimley Development Services Manager
Summer Palmer Administrative Services Director
Rich Knapp Finance Manager
Trevor Cahoon Communications Coordinator
Nancy Dean City Recorder
Wendy Page Deputy Recorder

VISITORS: Robert Stott, Zach Cragun, Brady Jugler – Planning Chair

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

DISCUSSION ON A PROPOSED REZONE FOR PROPERTY LOCATED AT APPROXIMATELY 880 SOUTH STATE STREET FROM COMMERCIAL (C-2) TO MULTI-FAMILY RESIDENTIAL (R-3)

This item was tabled to the work session scheduled for Tuesday, July 25, 2017?

DISCUSSION ON THE REZONE OF A PORTION OF THE PROPERTY LOCATED AT APPROXIMATELY 1250 SOUTH STATE STREET (CLEARFIELD STATION) FROM M-1 (MANUFACTURING) AND C-2 (COMMERCIAL) TO M-U SP (MIXED USE WITH A SPECIAL PURPOSE OVERLAY) AND A MEMORANDUM OF UNDERSTANDING WITH THE UTAH TRANSIT AUTHORITY (UTA) REGARDING THE PURCHASE AND DEVELOPMENT OF A PORTION OF THE SAID PROPERTY

JJ Allen, Assistant City Manager, summarized recent events leading toward the Stadler Rail (Stadler) development. He stated the City had given approval for the Clearfield Station Apartments and those were under construction which comprised 10 acres of UTA’s 70 total acres at the Clearfield Station site. He commented the total remaining 60 acres were still under the
control of the Utah Transit Authority (UTA) as the property owner. He stated Stadler would need about 28 acres which included the roads for its operations. He stated Stadler would also like an option to purchase an additional 8.75 acres of the site in the future. Mr. Allen indicated the remaining larger area would be planned for a mixed-use, Transit Oriented Development (TOD), and then areas along State Street would likely be developed as retail or mixed-use. He stated UTA would retain an area for a maintenance building for its operations on the site.

Councilmember Bush asked what Stadler intended to do with the option parcel or southern piece. Mr. Allen responded it was labeled as a potential warehouse, but could be used as an assembly building if Stadler determined the need to expand its operations. He further explained the potential assembly building would be connected to the northern site by a rail line in the street.

Mr. Allen stated Stadler expressed a desire to purchase the property; however, UTA couldn’t sell it to them directly, so the City would need to assist with the property acquisition. He indicated UTA had been reticent to authorize the purchase of the property without assurances from the City on zoning which would allow for mixed-use development on the remaining parcels. Mr. Allen advised those conditions had been outlined in a Memorandum of Understanding (MOU) so UTA would authorize the sale of approximately 28 acres and the option for the southern parcel of 8.75 acres. He informed the Council that the four million dollar purchase price was determined after an appraisal and included the main parcel, the option parcel rights-of-way and a small portion which would be needed for the test track. Mr. Allen explained Stadler offered to purchase the property for two million dollars leaving an additional two million dollars for the City to secure a funding mechanism that would be paid back through tax increment revenue generated by Clearfield Station Community Development Area (CDA).

Councilmember Bush asked if UTA had agreed to the purchase price. Mr. Allen stated the purchase agreement had not yet been written; however, UTA understood and agreed that the recent appraisal price was the amount that would be considered for the purchase value.

Mr. Allen noted the MOU stated the Clearfield Community Development and Renewal Agency (CDRA) would provide funding for a 700-stall parking structure and language was included that the funding for the structure would be dependent upon further development of the remaining parcels. He continued a lift station for sewer would be critical to the development of the 60 acres, so the MOU defined that Stadler would be responsible to provide that lift station and force main which would service the 60 acres. Mr. Allen suggested the lift station language be included in the development agreement with Stadler as well. He also suggested language be added that detailed the reimbursement arrangements through tax increment revenue or other means. Councilmember Peterson wondered what the cost would be for the lift station. Mr. Allen answered approximately one-half million dollars.

Mr. Allen explained the City and UTA would work together to create a Station Area Plan (SAP) which would become the basis for a future Mater Development Plan (MDP). He continued the SAP would aid in finding a developer for the UTA property. Mr. Allen stated the developer would then work with the City to create an MDP and Development Agreement to implement the plan. He commented the SAP once developed would be incorporated into the City’s General
Councilmember Phipps asked if the SAP would cover the unused parcels. Mr. Allen answered the SAP would include the remaining parcels as well as the surrounding area.

Councilmember Young asked what the time frame for purchase of the option on the additional 8.75 acres. Mr. Allen answered the option would be active for five years. Councilmember Young confirmed Stadler would have five years to decide if it wanted the additional property.

Mr. Allen remarked there were some other entities that would need to give approvals for the project, but he didn’t anticipate any problems. He speculated Union Pacific (UP) would be the most complicated; however, there was going to be a meeting on site with Union Pacific, Stadler and the UTA to understand any remaining concerns. He stated UP had given verbal consent to Stadler, but some details still need to be finalized. Adam Lenhard, City Manager, interjected the meeting with Union Pacific was a huge step to enabling Stadler to obtain the access needed for the project to be successful. Councilmember Bush asked if Stadler would need UP consent to have access at other sites that were being considered. Mr. Allen explained it would depend on the access needed and in Salt Lake, Stadler might be using another rail line so it was a challenge specific to the Clearfield site rather than the other sites being considered. Councilmember Phipps asked about the role of Union Pacific. Mr. Allen confirmed UP would need to give an access approval for Stadler at the site. If the UP approval was not obtained, Stadler would need to ship its product by truck and not rail and that just would not work. He also mentioned Federal Transit Authority (FTA) approval should be simple but had not yet been obtained. He also noted approval was needed from the Federal Railroad Authority as well.

Mr. Allen stated consistent with the TOD design guidelines that UTA already had in place, it wanted to have a right of first refusal to purchase the property if Stadler ever ceased to use it as intended. He continued the initial MOU language was not acceptable to Stadler, but after some revisions all the parties agreed to giving UTA the right of first refusal.

Mr. Allen described the remaining parcels owned by UTA, consisting of approximately 29 acres, would need to be rezoned with a Special Purpose (SP) Overlay. He indicated the Planning Commission would be meeting on July 26, 2017 in special session to begin the process for the rezone.

Councilmember Peterson questioned why the parcel on the north was not included as part of that rezone. Mr. Allen explained it was property that UTA would be using consistent with the M-1 (Manufacturing) zone. Councilmember Peterson wondered if there could potentially be housing on the triangular shaped parcel next to the Stadler parcel. Mr. Allen confirmed that was a possibility and expected the Station Area Plan would come back with proposed verticality to the development that would provide for the amount of residential and commercial density desired.

He reported the initial site proposal for the entire 70-acre site approved 500 residential units and suggested that number be considered a cap for the area. Mr. Allen maintained the 216 residential units currently under construction in the area should count towards the total number allowed in a Master Development Plan for the site. Mayor Shepherd added there were developers anxious to develop the property; however, none were willing to take action until Stadler had broken ground at the site.
Councilmember Phipps wondered how the parking lot would fit into the rezone. Mr. Allen explained parking for the UTA site would be addressed by the development of a proposed four-story parking structure with approximately 700 parking stalls. Councilmember Bush asked if the existing parking lot would remain. Mr. Allen responded that had not yet been determined, but he anticipated once the parking structure was built there would not be much left of the existing parking lot.

Mr. Allen stated the Mixed-Use (MU) zone was created with the Clearfield Station project in mind and required a minimum of 40 acres and a Master Development Plan (MDP). He continued UTA’s current rezone request needed the use of the SP Overlay to allow for less than 40 acres left after removing the acreage needed for the Stadler project. He added the SP Overlay would be used to set forth a process to develop an MDP because there was not one in place for UTA’s remaining acreage. Mr. Allen listed the proposed process for the MDP as follows: 1) UTA’s TOD Design Guidelines would be the basis for a Station Area Plan, 2) the Station Area Plan would address Clearfield Station specifically, and allow UTA and the City to solicit developers interested in implementing the plan, and, 3) the selected developer(s) would create a formal MDP, consistent with the Station Area Plan and the TOD Design Guidelines.

Mayor Shepherd commented tax increment revenue would be the funding source for the construction of the parking structure so its availability for future developers on the site was limited. He cautioned that developers might want to receive incentives for development similar to those used to incentivize Stadler and Thackeray Garn Company. Mr. Allen suggested tax increment revenue might not be needed to incentivize new developers because at that point the infrastructure would be in place. Mayor Shepherd stated UTA needed to be aware that those incentive dollars might not be available for future developers.

Councilmember Bush wondered if water, sewer, and storm water needs would need to be addressed for the development as a whole rather than in smaller, separate sections. Mr. Allen replied the storm water design would need to be done for the entire site. He explained an agreement would need to be negotiated regarding storm water and suggested an easement through the UTA property would likely be needed to get storm water to the City’s storm water detention basin. He indicated the sewer lift station would service 60 acres but the sewer line development would be UTA’s issue to work out. He acknowledged there would need to be a sewer main that serviced all the properties and a pioneering agreement might need to be negotiated for fair distribution of the costs associated with constructing it.

Councilmember Young asked how the City intended to fund the additional two million dollars needed to purchase the UTA property for Stadler. Mr. Allen suggested the next step was to create a property acquisition funding strategy and then wait for Stadler to commit to the UTA site for its operations. He indicated there were several funding options available to the City and described the options. Councilmember Young expressed concern about the City assuming the risk for the transaction. Adam Lenhard, City Manager, commented the City would retain a lien on the property. There was a discussion about the timeline and steps that needed to be addressed before property acquisition could be finalized.
Councilmember Bush asked if UTA would retain ownership of the remaining property and thus be required to maintain it. Mr. Allen indicated UTA would be the owner until it was sold to a developer. Councilmember Bush requested the agreement include language about the maintenance responsibility for the property. Mr. Allen agreed weed control was necessary and indicated UTA would be responsible for the weed control as the property owner.

Councilmember Phipps confirmed there was no intention for an additional traffic signal on State Street for access to the site. Mr. Allen responded there were no plans for an additional traffic signal; however, there would be two new access points for the site at Depot Street and 1000 East.

DISCUSSION ON AN AMENDMENT TO THE FINAL SUBDIVISION PLAT FOR OAKMONT TOWNHOMES LOCATED AT APPROXIMATELY 823 WEST 1600 SOUTH

Spencer Brimley, Development Services Manager, described where the property was located for the proposed Oakmont Townhomes. He stated the developer was proposing to develop 29 for sale townhomes on 1.88 acres. Mr. Brimley continued the product designed by the developer for the site included two story townhomes approximately 1450 square feet in size with a single car garage and driveway parking. He indicated the developer was proposing 25 percent open space on the site and intended to have the common areas maintained through a Homeowners Association (HOA). Mr. Brimley noted the proposed plat showed four buildings and the design materials would include hardie board and stone. He commented the cul-de-sac and street improvements were already in place and only curb cuts were needed for access to the site. He acknowledged a development agreement would be required and a draft of the development agreement would be provided for the Council’s review prior to its consideration of the proposal.

Councilmember Phipps asked about the specifics of the open space. Mr. Brimley answered landscaping would be installed between each unit, next to the garage, and in the backyard which would be considered common areas maintained by the HOA.

Councilmember Bush questioned if the parking requirements for townhomes would be similar to apartments. Mr. Brimley responded the developer was proposing five additional parking stalls for the site to meet the requirements for guest parking.

DISCUSSION ON AMENDMENTS TO TITLE 11 – LAND USE SPECIFIC TO SIGN REGULATIONS AND TITLE 4 – BUSINESS LICENSE REGULATIONS AND TITLE 11 – LAND USE SPECIFIC TO MOBILE FOOD VENDORS

Mr. Brimley, Development Services Manager, informed the Council that there had been changes to State Law regarding food truck business licenses so the City needed to update its ordinances to comply with the new regulations. He noted there would no longer be a need for temporary permits or fees from food truck vendors because of the changes allowing the vendors to obtain one business license that would be valid in multiple cities. Mr. Brimley explained food truck vendors still had the responsibility to provide proof of licensing and permits from the Health Department to continue operations within the City. He stated the Planning Commission’s recommendation was to remove all references to mobile food trucks in City Code § 11-13-26 to be consistent with State Law. Mr. Brimley also explained proposed fees for mobile food vendors
would be amended by removing the cleaning deposit fee, adjusting the license effective dates from 180 days to 365 days, and adding specifically the license fee for mobile food vendors which could be collected if requirements for licensing were not previously met. There was a discussion about whether or not the City should offer a low cost business license fee for mobile food vendors who located a home office in the City which could potentially provide additional sales tax revenue for the City.

Mr. Brimley also addressed the recommended changes to City Code § 11-15 regarding sign regulations within the City. He identified the proposed updates and there was a discussion about permitting advertising at City ballfields, allowing political or campaign signs to be posted sooner when a primary election was held, and defining, as well as regulating, the use of flag banner signs.

Mr. Brimley stated City ballfield signs would be regulated by the Community Services Department. He continued the ballfield signs by definition would only be allowed at Steed and Fisher Parks along the fences facing spectators. Councilmember Phipps asked if there were fees associated with the placement of those signs. Mr. Brimley explained the proposed language was to identify and regulate the use of that type of sign, which was not previously defined. He continued Community Services would address the fees and regulations associated with allowing for the marketing opportunities.

Councilmember Bush also proposed advertising signs could be used on the stage during the Fourth of July events. Mr. Brimley responded the amendments being proposed were specific to City ballfield signs on fences, but special events signs could be reviewed at a future date. There was a discussion about conflict with sponsors, balancing esthetics, and allowing businesses to advertise at City events. Councilmember Bush requested sign regulations associated with advertising during events be reviewed prior to next year’s Fourth of July celebration.

Mr. Brimley explained the types of flag banner signs being used by businesses throughout the City. He stated the ordinance would define flag banner signs and their temporary use while assessing an administrative fee of $20.00 to cover the costs for staff to determine the banners met the City regulations. Mr. Brimley continued flag banners would be allowed for a fourteen day period within each quarter year. Councilmember Peterson asked about the difficulty with enforcing the regulations because of the limited allowed posting period for the banners. There was a discussion about flag banner regulations, temporary versus permanent, allowed number, maintenance, distance between signs, and enforcement. Mr. Brimley stated there was currently nothing in City Code that allowed businesses to use the flag banner signs so adding flag banners to the ordinance would allow the City to regulate them. The Council expressed concerns about having an ordinance that was not business friendly and difficult to enforce and requested finding a balance to allow the signs without unnecessary restrictions.

Mr. Brimley reviewed the changes being proposed for political or campaign signs. There was a discussion about campaign sign posting periods as well as impacts on campaigning with the City choosing to conduct elections by-mail. It was the consensus of the Council to amend the ordinance allowing political or campaign signs to be posted 30 days prior to the mailing of ballots.
DISCUSSION ON AMENDMENTS TO THE CONSOLIDATED FEE SCHEDULE

Spencer Brimley, Development Services Manager, explained there was an amendment needed to the Consolidated Fee Schedule regarding mobile food vendors. He continued the proposed changes would maintain the $120 business license fee for mobile food vendors under certain conditions, but extend the time frame for the license from 180 days to 365 days, and remove the $100 cleaning deposit because it was no longer applicable based on changes to State Law.

Councilmember Young wondered if the cleaning deposit fee was due to costs incurred by the City. There was a discussion about the fees, comparing rates with other cities, and enticing food vendors to the City with no or minimal licensing fees which could generate sales tax revenue for the City. Mr. Brimley responded he would survey other cities and find out what fees were being assessed for a comparison.

DISCUSSION ON THE AWARD OF PROPOSAL FOR AQUATIC CENTER TREADMILLS

Eric Howes, Community Services Director, stated it had become necessary to replace the treadmills at the Clearfield Aquatic and Fitness Center. He continued the normal replacement schedule was every four years, but after stretching use to five years, many treadmills were not working and needed to be replaced. Mr. Howes noted the 2017/2018 fiscal year budget included $80,000 to purchase the new treadmills and the revenue source would come from the Aquatic Center’s equipment replacement fund which revenue was obtained from first time membership fees. Mr. Howes noted proposals were received from four companies highlighting nine different treadmills. He explained the selection committee rated the proposed treadmills based on a wide variety of criteria that included visits to other sites where the proposed treadmills had been used in order to more fully evaluate the performance and mechanics of the equipment. Mr. Howes indicated twelve treadmills needed to be replaced and proposed purchasing ten (10) Precor 835 treadmills from Pacific Fitness Products for a purchase price of $56,700 and two (2) True Alpine Runner treadmills, which had a steeper incline, from Upper Limit Fitness for a purchase price of $10,540. He reported the total cost for the purchase of all twelve treadmills was $67,240.

Councilmember Phipps asked how the remaining budget would be used. Mr. Howes responded the money would be used to continue with the standard rotation of other types of equipment such as ellipticals, bikes, and weight equipment in coming years.

Mayor Shepherd asked who maintained the equipment. Mr. Howes answered most of the vendors maintained the equipment and those fees were included with the purchase price. There was a discussion about equipment maintenance, equipment testing or evaluations, safety concerns, staff responses to complaints from patrons, and timeframe for equipment replacement. Mr. Howes confirmed equipment should be regularly maintained. He stated the treadmills could be purchased as soon as the Council approved the purchase and would be in place about six weeks later.
Councilmember Bush moved to adjourn and reconvene as the CDRA at 7:17 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

**The minutes for the CDRA are in a separate location**
PRESIDING: Mark Shepherd Mayor

PRESENT: Kent Bush Councilmember
        Nike Peterson Councilmember
        Vern Phipps Councilmember
        Tim Roper Councilmember
        Bruce Young Councilmember

STAFF PRESENT: Adam Lenhard City Manager
                JJ Allen Assistant City Manager
                Scott Hodge Public Works Director
                Greg Krusi Police Chief
                Eric Howes Community Services Director
                Spencer Brimley Development Services Manager
                Brie Brass Assistant City Attorney
                Trevor Cahoon Communications Coordinator
                Nancy Dean City Recorder
                Wendy Page Deputy City Recorder

EXCUSED: Stuart Williams City Attorney
         Summer Palmer Administrative Services Director

VISITORS: Koral Vasquez, Craig Winder, Bob Bercher, Kathryn Murray, Brady Jugler – Planning Commission Chairman, Joseph Goff, Samuel Goff

Mayor Shepherd called the meeting to order at 7:01 p.m.

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

Councilmember Phipps led the opening ceremonies.


Councilmember Young moved to approve the minutes from the May 23, 2017 work session, June 13, 2017 work session, June 20, 2017 work session, June 27, 2017 work session, and June 27, 2017 policy session, as written, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AN AMENDMENT TO THE WILCOX FARMS AMENDED FINAL SUBDIVISION PLAT LOCATED AT APPROXIMATELY 823 WEST 1600 SOUTH

Spencer Brimley, Development Services Manager, stated the request to amend the Wilcox Farms Subdivision Plat would create 29 individually owned lots for a townhome project called Oakmont Townhomes. He continued the proposed design would be for four buildings, a single 9-unit building, two 7-unit buildings, and a single 6-unit building. Mr. Brimley described the design materials proposed for the townhome project as hardie board, stone and high end architecture. He explained the site was 1.88 acres and the allowed density would be 16 units per acre. Mr. Brimley said the applicant was proposing a density of 15.4 units to the acre. He noted the Planning Commission reviewed the request at its meeting on July 5, 2017 and recommended approval.

Mayor Shepherd declared the public hearing open at 7:06 p.m.

There were no public comments.

Councilmember Peterson moved to close the public hearing at 7:07 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO CITY CODE, TITLE 11, CHAPTER 13 – SUPPLEMENTARY REGULATIONS REGARDING MOBILE FOOD VENDORS

Spencer Brimley, Development Services Manager, indicated staff proposed to remove all references to mobile food vendors in Title 11, Chapter 13 – Supplementary Regulations of the City Code due to changes made during the most recent legislative session. He stated removing mobile food vendors from that portion of the Code would still allow the City to require a license when needed while making the regulation consistent with new State Law. Mr. Brimley added the amendments would also require changes to the City Code, Title 4, Chapter 9 – Business License Regulations.

Mayor Shepherd declared the public hearing open at 7:08 p.m.

There were no public comments.

Councilmember Roper moved to close the public hearing at 7:09 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AMENDMENTS TO CITY CODE, TITLE 11, CHAPTER 15 – SIGN REGULATIONS REGARDING BALLFIELD SIGNS AND POLITICAL OR CAMPAIGN SIGNS

Spencer Brimley, Development Services Manager, stated the proposed amendments to the sign regulation would permit advertising on the interior fence at Steed and Fisher Parks’ ballfields, allow political or campaign signs to be posted sooner when a primary election was held due to the impact created with by-mail elections, and regulate flag banner use in the City.

Mr. Brimley commented the Planning Commission had recommended campaign signs be allowed 45 days prior to election dates; however, after discussing campaign signs in work session on July 18, 2017, an adjustment to the proposed City Code language was made to allow political or campaign signs to be displayed 30 days prior to the mailing of ballots rather than referencing election dates.

Mr. Brimley noted the proposed five types of flag banner signs were feather flags, tear drop flags, blade flags, shark fin flags and concave flags. He continued definitions were added to the code for both flag banners and municipal field signs.

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

There were no public comments.

Councilmember Bush moved to close the public hearing at 7:13 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF THE AMENDMENT TO THE WILCOX FARMS AMENDED SUBDIVISION PLAT LOCATED AT APPROXIMATELY 823 WEST 1600 SOUTH

Councilmember Peterson referenced item H in the development agreement on page 35 of the agenda packet. She questioned if the language stating “this Agreement as covenants running with the lots and land” was specific enough or if it should be more specific to address the intent of having a Homeowners Association (HOA). She asked if the intent of the developer was to have open space maintained by the HOA. Mr. Brimley stated it was the intent of the developer to have the common areas maintained by the HOA and they’d be comfortable with changes to the development agreement being more specific to include the intent of having a Homeowners Association recorded against the plat.

Councilmember Young moved to approve the amendments to the Wilcox Farms Amended Subdivision Plat located at 823 West 1600 South and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Roper. The motion carried upon
the following vote: Voting AYE - Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

APPROVAL OF THE DEVELOPMENT AGREEMENT WITH IRONWOOD DEVELOPMENT GROUP, L.C. FOR THE OAKMONT TOWNHOME SUBDIVISION LOCATED AT APPROXIMATELY 823 WEST 1600 SOUTH

Mayor Shepherd asked if there were any additional concerns with the development agreement other than the question that was asked by Councilmember Peterson in the previous item regarding the Homeowners Association.

Councilmember Peterson noted there was a word missing from the last sentence of item E in the development agreement on page 35 of the agenda packet as well. She continued the sentence began “Rear elevations for each building shall” which needed a word inserted afterwards to fix that item. Mr. Brimley stated he also had noticed the missing language upon review and the word “include” would be added to that sentence which should clarify the agreement.

Councilmember Phipps moved to approve the Development Agreement with Ironwood Development Group, L.C. for the Oakmont Townhome Subdivision located at approximately 823 West 1600 South with an amendment to require the creation of a Homeowners Association that would be recorded against the plat and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE - Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

APPROVAL OF ORDINANCE 2017-13 AMENDING THE CITY CODE, TITLE 4 BUSINESS LICENSE REGULATIONS; TITLE 11, CHAPTER 13 – SUPPLEMENTARY REGULATIONS REGARDING MOBILE FOOD VENDORS; AND, TITLE 11, CHAPTER 15 – SIGN REGULATIONS REGARDING BALLFIELD SIGNS AND POLITICAL AND CAMPAIGN SIGNS

Councilmember Phipps questioned if the advertising ballfield signs would be allowed on practice fields at Steed Park and Fisher Park. Mr. Brimley responded the intent was for ballfield signs to be displayed only at fields with permanent fencing. He indicated the signs would be required to face the sporting event spectators and not the City streets.

Councilmember Peterson expressed concern about the proposed language for the flag banner sign regulations. She felt the language as written was not business friendly or enforceable. There was a discussion about the flag banner portion of the ordinance and its enforceability, time period regulations, and undue burdens experienced by businesses because of the restrictions as currently proposed. The consensus of the Council was to omit the flag banner regulations from the ordinance. It was recommended that staff continue to draft language for flag banner sign regulations that would allow for regulatory standards without being burdensome on businesses that use that type of temporary sign.

Councilmember Phipps moved to approve Ordinance 2017-13 amending the City Code, Title 4 Business License Regulations; Title 11, Chapter 13 – Supplementary Regulations
regarding Mobile Food Vendors; Title 11, Chapter 15 – Sign Regulations regarding ballfield signs and political or campaign signs and remove proposed subparagraph 3 Flag Banners in Title 11, Chapter 15, Section 9, Paragraph C; and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE - Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

APPROVAL OF ORDINANCE 2017-14 AMENDING THE CITY’S CONSOLIDATED FEE SCHEDULE REGARDING MOBILE FOOD VENDORS

Spencer Brimley, Development Services Manager, stated Ordinance 2017-14 would keep the City’s regulations consistent with State Law. He continued the proposed changes to the consolidated fee schedule would be to maintain the $120 fee for mobile food vendors but extend the time frame for the license from 180 days to 365 days and remove the $100.00 cleaning deposit because it was no longer applicable.

Councilmember Young moved to approve Ordinance 2017-14 amending the City’s Consolidated Fee Schedule regarding mobile food vendors and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE - Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

APPROVAL OF THE AWARD OF BID FOR THE 700 SOUTH AND 1000 WEST INTERSECTION SIGNAL AND RECONSTRUCTION OF 700 SOUTH FROM 1000 WEST TO 1500 WEST PROJECT TO STAKER/PARSON COMPANIES

Scott Hodge, Public Works Director, stated staff solicited bids for the installation of a traffic signal at the intersection of 700 South and 1000 West and to reconstruct a portion of 700 South. He indicated the reconstruction would upgrade the culinary water and storm drain pipelines in 700 South from 1000 West to 1500 West. Mr. Hodge remarked only one bid was received from Staker Parson Companies with a bid amount of $1,644,022.15 which was more than the budgeted $1,200,000. He expressed the need to begin promptly if the project was desired to be completed prior to the end of the construction season. He also indicated the City could choose to delay the project and rebid it later in the year to perhaps allow for a more competitive bid that might be closer to the budget for the project.

Councilmember Phipps moved to reject the award of bid and have staff rebid at a future time when pricing might be more favorable (Winter of 2017) for the 700 South and 1000 West Intersection Signal and Reconstruction of 700 South from 1000 West to 1500 West Project, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE - Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.
APPROVAL OF THE AWARD OF PROPOSAL FOR THE CLEARFIELD AQUATIC AND FITNESS CENTER TREADMILLS PURCHASE TO PACIFIC FITNESS PRODUCTS AND UPPER LIMIT FITNESS

Eric Howes, Community Services Director, stated the 2017/2018 fiscal year budget included $80,000 to purchase new treadmills for the Clearfield Aquatic and Fitness Center. He explained the funding would come from the Aquatic Center’s equipment replacement fund which was revenue collected from first time membership purchase fees. Mr. Howes noted proposals were received from four companies highlighting nine different treadmills. He continued the selection committee rated the proposed treadmills based on a wide variety of important criteria that included visits to other sites where the proposed treadmills had been used in order to more fully evaluate the performance and mechanics of the equipment. Mr. Howes proposed purchasing ten (10) Precor 835 treadmills from Pacific Fitness Products for a combined purchase price of $56,700, and two (2) True Alpine Runner treadmills which had a steeper incline from Upper Limit Fitness for a combined purchase price of $10,540. He said the total cost for the purchase of all twelve treadmills was $67,240.

Councilmember Phipps wondered if the recommendation to purchase two with the steeper incline and ten of the standard incline was based upon anticipated demands. Mr. Howes answered there were a limited number of patrons that would desire the intensity of the two machines with the additional incline, but staff felt it would be a reasonable addition for those doing specialized training.

Councilmember Phipps inquired about the retail or trade in value of the old treadmills. Mr. Howes indicated generally there was some trade in value for the old equipment and he approximated savings would be about five to six thousand dollars by trading in the old treadmills.

Councilmember Roper moved to approve the award of proposal for the Clearfield Aquatic and Fitness Center treadmills purchase to Pacific Fitness Products and Upper Limit Fitness for a total cost of $67,240 and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE - Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

COMMUNICATION ITEMS

Mayor Shepherd
1. Attended the Defenders Picnic at Hill Air Force Base (HAFB) and served lunch to the airmen.
2. Reported having a meeting with the developers of the old Midtown Village project and expected a presentation for its development in the near future.
3. Announced General Bleymaier was having a farewell party and would be leaving soon after his short term as Commander of the Depot on HAFB.
5. Thanked Councilmember Peterson for accepting the assignment to prepare the float for the 2017 Fourth of July parade and reported receiving many positive comments.
6. Requested a volunteer to speak for just a few minutes to kick off the New Hope Backpack Party on August 12, 2017 beginning at 4:00 p.m. and attend in his absence throughout the evening until 7:00
p.m. Councilmember Roper accepted the assignment and was given information to contact the publicity manager for the event.
7. Advised the Utah Department of Transportation would be wrapping up the 650 North project soon and then heavily focus on the 700 South/State Road (SR) 193 project.
8. Recognized and thanked Trevor Cahoon, Communications Coordinator, for finding and posting photos of old City businesses on the City’s Facebook page. The post stirred emotions and stories which were shared from longtime residents.

Councilmember Bush – Thanked all those who helped with the Fourth of July events in the City.

Councilmember Peterson
1. Reported reviewing photos of the Fourth of July and counting thirteen staff members who had a direct impact with the success of the Council’s float which was such a minimal part of the celebration. She received great feedback even though there were some unexpected things that happened during the evening events. She acknowledged it was a great day requiring a lot of effort to make it successful.
2. Recognized Trevor Cahoon, Communications Coordinator, for spending long hours and using social media to share the events of the Fourth of July all throughout the day and night.
3. Requested adjustments to the audio system in Council Chambers because she’d received complaints that it was difficult to hear in the back of the room when comments were made from the podium and the dais.

Councilmember Phipps
1. Thanked all those who assisted with the City’s Fourth of July celebration which added another good year to the City’s legacy.
2. Announced he would be out of town beginning July 27, 2017 through August 5, 2017 and most of that time would be without electronic communication.

Councilmember Roper – Expressed gratitude for the professionalism of those who performed at the Fourth of July events, specifically recognizing Steven Neal who had taken time after the performance to meet with a boy who had disabilities and couldn’t get on stage during the show. He also thanked City staff for all its efforts with the Fourth of July activities.

Councilmember Young – Acknowledged all the time, efforts, and sacrifice of staff who worked on the Fourth of July rather than having a day off to enjoy the holiday. He expressed his appreciation to those who made the Fourth of July celebration possible from Code Enforcement Officers to Park and Recreation staff members.

STAFF REPORTS

Adam Lenhard, City Manager
1. Thanked the Council for making big decisions and giving staff direction on difficult topics facing the City and its future. He noted it was a pleasure to work with the City’s elected officials.
2. Reported meeting with Layton City staff to review data from a study done because of growing concerns about street parking along University Park Boulevard. City staff determined to assist with safety by painting curbs red on the west side. Additionally, the speed limit would be raised from 30 miles per hour (MPH) to 35 MPH to be consistent with Layton City who owned the right-of-way on a majority of that road.

Nancy Dean, City Recorder – reviewed the Council’s schedule:
- August 1, 2017 Night Out Against Crime event at Clearfield Aquatic and Fitness Center from 6:00 p.m. to 8:00 p.m.
Eric Howes, Community Services Director – reported the new playground equipment was being installed at Cornerstone, 200 South, and Island View Parks and by mid-August all the projects should be completed. He stated a new sign was being installed at the cemetery.

There being no further business to come before the Council, Councilmember Peterson moved to adjourn at 7:51 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.
PRESIDING: Mark Shepherd  Mayor

PRESENT: Kent Bush  Councilmember
Nike Peterson  Councilmember
Vern Phipps  Councilmember
Tim Roper  Councilmember
Bruce Young  Councilmember

STAFF PRESENT: Adam Lenhard  City Manager
JJ Allen  Assistant City Manager
Stuart Williams  City Attorney
Scott Hodge  Public Works Director
Greg Krusi  Police Chief
Eric Howes  Community Services Director
Curtis Dickson  Community Services Deputy Dir.
Spencer Brimley  Development Services Manager
Summer Palmer  Administrative Services Director
Rich Knapp  Finance Manager
Terrence Jackson  IT Manager
Trevor Cahoon  Communications Coordinator
Nancy Dean  City Recorder
Wendy Page  Deputy Recorder

VISITORS: Brady Jugler – Planning Commission Chair, Terry Avondet, Koral Vasquez, Anthony Vasquez, David Tomczak, Bob Bercher, Robert Stotts, Sunset Mayor Beverly Macfarlane

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

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

Councilmember Roper led the opening ceremonies.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE REQUEST BY SUNSET CITY TO BE ANNEXED INTO THE NORTH DAVIS FIRE DISTRICT BOUNDARIES; TO BE RESET ANEWW TO SEPTEMBER 26, 2017

On May 16, 2017, the Sunset City Council petitioned the North Davis Fire District (NDFD) for annexation into the District’s service area for fire protection and emergency medical services. The NDFD subsequently passed a resolution requesting Clearfield City take all necessary and appropriate action to annex Sunset City and all real property within its corporate limits into the
NDFD. The Clearfield City Council acted as the Governing Body for the North Davis Fire District and as such needed to initiate the process on behalf of NDFD. Due to the statutorily required notice provisions as outlined in Utah State Code, the public hearing needed to be reset anew to September 26, 2017.

Mayor Shepherd declared the public hearing open at 7:03 p.m.

He asked if there were any public comments.

PUBLIC COMMENT

Mayor Beverly McFarlane, Sunset City, asked what it meant by stating the public hearing would be reset anew. Nancy Dean, City Recorder explained there had been an error in the publications required by State Law, so the public hearing was being reset for Tuesday, September 26, 2017 in order to rectify the error. Mayor McFarlane asked if that meant there would be another public hearing held. Ms. Dean reiterated there would be another public hearing on Tuesday, September 26, 2017.

Terry Avondet, resident, stated some of the people interested in commenting had not attended because the agenda said the public hearing would be reset. She commented there was a group of people who would be asking the Council to table consideration of the annexation until after residents of Sunset had collected signatures on petitions for a referendum on Sunset City Council’s action to abolish its fire department.

Councilmember Peterson moved to close the public hearing at 7:05 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE REZONE REQUEST FOR PROPERTY LOCATED AT OR NEAR 1200 SOUTH STATE, 1250 SOUTH STATE, AND 1400 SOUTH 1000 EAST FROM M-1 (MANUFACTURING) AND C-2 (COMMERCIAL) TO MU-SP (MIXED USE WITH A SPECIAL PURPOSE OVERLAY)

JJ Allen, Assistant City Manager, informed the Council that there were two sites along the Wasatch Front being considered by Stadler Rail (Stadler) for the location of its new operations. He reported he had spoken to a representative from Stadler earlier in the day who confirmed no decision had yet been made regarding which location would best meet the needs of Stadler. He added both sites had advantages and disadvantages and Stadler hoped to have a final decision on the location in the next few weeks. He indicated the Council could still move forward with the rezone for the remaining parcels if it so desired.

Spencer Brimley, Development Services Manager, stated the rezone request was for approximately 29 acres of property, a portion of the entire 70-acre site known as Clearfield Station, which was granted conditional approval of a rezone from M-1 (Manufacturing) and C-2 (Commercial) to M-U (Mixed-Use) in 2014. The conditions of the 2014 approval included the approval of a Master Development Plan (MDP) and Master Development Agreement (MDA).
However, the MDA was not executed causing the rezone specific to the entire site to revert to its original M-1 (Manufacturing) and C-2 (Commercial) zones. The Utah Transit Authority (UTA) Board of Trustees requested the City consider the new request to rezone the remainder parcels created due to the expected subdivision for Stadler from M-1 (Manufacturing) and C-2 (Commercial) to MU-SP (Mixed Use with a Special Purpose Overlay). He stated the parcels would be subject to TOD (Transit Oriented Development) design guidelines and subsequent to that both parties would work in cooperation to develop a Station Area Plan which would lead to the creation of an MDA and Development Agreement for the parcels. Mr. Brimley explained the Special Purpose Overlay was an important element of the rezone because the MU (Mixed Use) zone required a 40-acre minimum and the parcels on the site currently being discussed did not meet that minimum.

Mayor Shepherd asked if the rezone was contingent upon other factors to be effective. Mr. Brimley responded the ordinance was prepared with conditions, one of which was that the rezone was only effective if Stadler purchased the other approximate 24 acres of the property. He explained the City was working toward having all the pieces in place so when Stadler made its decision about the site location Clearfield would be ready to move the project forward quickly.

Mayor Shepherd declared the public hearing open at 7:10 p.m.

Mayor Shepherd asked if there were any public comments.

There were no public comments.

**Councilmember Young moved to close the public hearing at 7:11 p.m., seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.**

**CITIZEN COMMENTS**

There were no citizen comments.

**APPROVAL OF RESOLUTION 2017R-10 ANNOUNCING THE INTENT TO ANNEX THE BOUNDARIES OF SUNSET CITY INTO THE NORTH DAVIS FIRE DISTRICT (NDFD)**

On May 16, 2017, the Sunset City Council petitioned the North Davis Fire District (NDFD) for annexation into the District’s service area for fire protection and emergency medical services. The NDFD subsequently passed a resolution requesting Clearfield City take all necessary and appropriate action to annex Sunset City and all real property within its corporate limits into the NDFD. The Clearfield City Council acted as the Governing Body for the North Davis Fire District, and as such initiated the process on behalf of NDFD.

On June 27, 2017, the Clearfield City Council adopted Resolution 2017R-08, which was a near identical resolution to Resolution 2017R-10, with the primary changes being the proposed dates necessary to allow for the required additional notification. Resolution 2017R-10 became necessary when the City Recorder was made aware of a potential shortcoming related to the prior notices as
outlined in Resolution 2017R-08. Therefore, to ensure that all notice requirements were met in compliance with Utah State Code and to provide ultimate transparency in the annexation process, Resolution 2017R-10 would take the place of Resolution 2017R-08 for the process.

Councilmember Roper moved to approve Resolution 2017R-10 announcing the intent to annex the boundaries of Sunset City into the North Davis Fire District (NDFD) and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2017R-11 ADOPTING AND CERTIFYING A TAX RATE FOR THE NORTH DAVIS FIRE DISTRICT’S 2017 TAX YEAR

North Davis Fire District’s Administrative Control Board advertised and was scheduled to hold a public hearing for “Budgeting Property Tax” (truth in taxation) on Monday, August 7, 2017 at 7:00 p.m. regarding its tax rate. As the Governing Body for the North Davis Fire District, the City Council needed to consider adopting and certifying a tax rate of .001182 for the District’s 2017 tax year.

Mayor Shepherd explained that the North Davis Fire District expressed a need to maintain its current property tax rate primarily due to inflation. He noted the District had not asked to maintain its rate since its creation in 2004.

Councilmember Phipps expressed his concerns about tax increases. He asked how much additional revenue would be provided to the District through the tax increase. Councilmember Peterson commented the District would increase its revenue in the approximate amount of $137,000 by maintaining its rate. Councilmember Phipps asked if the increases to insurance premiums and labor were anticipated expenses. Mayor Shepherd responded the District operated frugally but operational costs were increasing annually. He also noted the District had not increased taxes for ten years. Councilmember Phipps commented he had previously served four years on the District’s Administrative Board and at that time no tax increase had been necessary.

Councilmember Roper added inflation was a key component in the decision to maintain the tax rate. Councilmember Young pointed out it was a tax increase in actual property tax dollars and not like an increase to income tax which was a set percentage of what an individual earned. He commended the District’s history in maintaining its operation for the same revenue dollars. Councilmember Phipps agreed. He asked if the tax rate would apply to the residents of Sunset City if it were annexed into the District’s boundaries. Mayor Shepherd stated it would.

Councilmember Peterson reported she and Councilmember Roper recently spent several hours with Fire Chief Mark Becraft going over the District’s budget in detail. She noted the liability insurance premium for the District tripled over the last five years while health insurance premiums had doubled. She explained the need for two additional firefighters even if the Sunset City annexation were not approved, as well as the need for an additional battalion chief. Councilmember Roper added the fire station in Clearfield City was the busiest fire station in Davis County.
Councilmember Phipps expressed appreciation for the additional information. He expressed his concern for those on fixed incomes trying to meet their needs as taxes continued to increase. He stated he wanted to confirm there was an absolute need for the increase.

Councilmember Peterson moved to approve Resolution 2017R-11 adopting and certifying a tax rate of .001182 for the North Davis Fire District’s 2017 tax year and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Roper. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

APPROVAL OF ORDINANCE 2017-15 AUTHORIZING THE REZONE OF PROPERTY LOCATED AT OR NEAR 1200 SOUTH STATE, 1250 SOUTH STATE, AND 1400 SOUTH 1000 EAST FROM M-1 (MANUFACTURING) AND C-2 (COMMERCIAL) TO MU-SP (MIXED USE WITH A SPECIAL PURPOSE OVERLAY)

Councilmember Peterson referred to the staff report about the rezone request and asked that condition of approval number four on page seven be amended to say, “No building permit will be issued under this zoning designation without the approval of an MDP and a development agreement for the remainder parcels.”

Councilmember Phipps expressed a desire to review the details associated with the development of the property commonly referred to as “Clearfield Station.” He stated a portion of the property was proposed to be owned by Stadler Rail (Stadler) who would then construct a 65-foot building where rail cars would be constructed for Caltrans (California Department of Transportation). He continued two or three rail tracks were being proposed for the property that would come in from the north with the assumption that one of those tracks would need to connect to the Union Pacific tracks. He also stated there would be a lengthy electrified test track on the north side of the property parallel to the road (Depot Street) and that a road would be constructed on the east of the Stadler property that would be wider than normal. He asked if the City would be building the road. Spencer Brimley, Development Services Manager, said the road was not planned to be wider than normal and tax increment revenue was the funding source for its construction.

Councilmember Phipps expressed his understanding that parts for the Stadler product would come from all over the Country and then be assembled at the facility with the largest component being the frame for the rail cars themselves. He asked if the supplies would be coming to the site from the freeway to 700 South (SR 193). Mr. Brimley responded that was the likely route.

Councilmember Phipps added the Memorandum of Understanding (MOU) between the City, Utah Transit Authority (UTA), and Community Development and Renewal Agency (CDRA) committed the City to the construction of a parking garage on the remaining UTA property. Mr. Brimley explained the rezone of the property was one component necessary for the City to facilitate the development opportunities for the property and would lay the groundwork for the other items still needing to be addressed. He continued the parking garage was also a component to the plan, but the specifics about the parking garage had not yet been worked out. Councilmember Phipps commented he was looking at the MOU and its connection to the rezone
because it stated the City would build the parking structure at an estimated cost of 13.8 million dollars.

JJ Allen, Assistant City Manager, clarified that tax increment revenue was one of a few funding sources available for the construction of Depot Street. He stated State and County resources could potentially factor into the funding of the roads associated with the Stadler project. He continued the funding source for the parking structure addressed in the MOU was tax increment revenue generated by the Clearfield Station Community Development Area (CDA) already established by the CDRA and the City would need to coordinate the collection of those funds from the other taxing entities. He explained the City would likely not construct the parking structure, rather UTA or its developer would be responsible for that but the City through the CDRA would provide the funding. He stated there were several options available for how that funding would take place but the MOU called out that the facility would be funded by the tax increment revenue generated by the site. He added the SP Overlay for the rezone required a contract and the MOU served that purpose for the zone change.

Councilmember Phipps pointed out that the MOU made clear UTA’s goal for the site was to increase ridership of its Frontrunner service by increasing residential development through high density housing on the property. Mr. Allen stated there was still a lot to be determined regarding development of the site. He stated the City was committing to a station area planning effort for the site which included public input as a part of the process, but the City should anticipate the development would be mixed use. He explained UTA owned the property but the City had a lot of leverage available to its development as the land use authority. Councilmember Phipps expressed concern that the nuance from the language in the MOU was the City had an understanding that one of UTA’s objectives was to increase ridership by increasing residential development next to its rail stop. Mr. Allen stated one of the factors that should be considered as part of UTA’s expectation was the 216 residential units already under construction on the site.

Councilmember Phipps expressed his opinion that it was going to be difficult to create a high quality development for the site since a significant portion of the property included a strong manufacturing use at the back door. He envisioned the Stadler facility looking similar to the Warm Springs facility in Salt Lake City. He expressed concern about attracting quality residential or commercial development next to such a facility and emphasized challenges created by the congestion of the site with so many different uses being proposed.

Councilmember Phipps stated Stadler had expressed a desire to have a rail line on the site that would shuttle supplies to its facility from a piece of property on the southernmost side of the UTA property. He referred to the MOU and asked if the agreement prohibited the construction of such a rail line. Mr. Allen directed the Council to section 4, paragraph f of the MOU which read in part, “…no rail service or rail facilities will be allowed or permitted on that portion of the UTA Property lying between or otherwise connecting in any way, the City-Requested Property and the Option Property.” He reported he spoke with UTA about the language and UTA agreed that “…or otherwise connecting in any way…” could be stricken from the agreement. He stated UTA and Stadler most recently agreed to a light gauge rail line within the right-of-way connecting the southern facility to the northern facility as long as it was not on UTA property but
rather in the street right-of-way. He continued the City would have its engineers review that proposal and make sure all public safety issues were addressed.

Councilmember Phipps expressed his opinion the additional rail line degraded the usability of development. He expressed concern people might not find it optimal to live in an area with rail lines, a parking garage, and a manufacturing facility. Mr. Allen assured the Council the facilities would be attractive and the rail connection between the properties would be used infrequently and would be constructed in such a way as to generate smooth travel lanes.

Mr. Allen further reviewed the specifics of the MOU with the Council. He explained there were fiscal impacts for the City. He stated the CDRA would purchase the property for the Stadler project from UTA for four million dollars and Stadler would in turn buy the property from the CDRA for two million dollars. He explained there were a couple of options available for the City to fund the gap and that tax increment revenue would be used to make any payment obligations. He expressed his opinion that the development of the site was a huge economic development opportunity because of its job creation and the catalyst that it would be for other development along the State Street corridor and entrance to the City. He acknowledged there were questions about what the remaining development would look like and those questions would be answered through the station area planning process. He stated the development community was interested in the process and the possibility of helping to shape the property.

Councilmember Phipps expressed his opinion that the Clearfield Station development would have a significant impact on the community and was changing Clearfield for at least a generation. He suggested the development would be a manufacturing facility surrounded by rail cars and would have the largest manufacturing building imaginable on its north end. He expressed his opinion the development might add economic value for the State and the County but not necessarily the City. He expressed his concern that there would not be one thousand residents from Clearfield looking for a manufacturing job and the need for those types of jobs was already being met by the other manufacturing facilities located in the City. He expressed his opinion it would not be a quality development that would attract viable businesses and residents. He suggested residents would question the City’s decision to develop the site as planned. He agreed Stadler was a great opportunity for Utah as a whole but not for the Clearfield Station property because the impacts to the City were more likely to be negative.

Councilmember Young expressed his opinion that one thousand jobs was a good thing for the community because it increased the demand for labor across the board and provided a healthy economy for all. He commented the location was appropriate given its proximity to the Freeport Center. He agreed there were concerns with the MOU and whether the development would provide quality living. He expressed confidence in the process previously used by the City to develop the Downtown Clearfield Small Area Plan and believed the process would benefit the creation of a station area plan for the site because it would seek input from residents in defining the shape of the development for the remaining parcels. He acknowledged that UTA preferred residential development but the MOU stipulated the planning process would be applied to the site.
Councilmember Peterson stated as a new Planning Commission member in 2009, she remembered being part of the planning process for the site when UTA came forward with a plan to build over 3,000 apartment units on the site which was unacceptable to the City. She continued as the project evolved those plans were tempered. She expressed her opinion the current plan for development of the site lent itself to Clearfield’s strength which was a manufacturing community. She suggested the development of the parcel would give the City the opportunity to shape development all along State Street. She believed there were also positive opportunities with the remaining parcels that would blend a mix of uses from State Street to the tracks on the Clearfield Station property.

Councilmember Bush expressed his opinion that the current request to rezone the property to MU-SP more closely resembled a true Transit Oriented Development (TOD) than any other plans from the past. He believed it created more opportunities for the City.

Mayor Shepherd commented the property was zoned manufacturing (M-1) for many years which made sense because of its proximity to Freeport Center.

Councilmember Peterson moved to approve Ordinance 2017-15 authorizing the rezone of property located at or near 1200 South State, 1250 South State, and 1400 South 1000 East from M-1 (Manufacturing) and C-2 (Commercial) to MU-SP (Mixed Use with a Special Purpose Overlay); and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Young. Voting NO – Councilmember Phipps.

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING WITH UTAH TRANSIT AUTHORITY (UTA) REGARDING THE DEVELOPMENT OF PROPERTY AT OR NEAR 1200 SOUTH STATE, 1250 SOUTH STATE, AND 1400 SOUTH 1000 EAST

Councilmember Roper moved to approve the Memorandum of Understanding with Utah Transit Authority (UTA) regarding the development of property at or near 1200 South State, 1250 South State, and 1400 South 1000 East; and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Roper, and Young. Voting NO – Councilmember Phipps.

APPROVAL OF THE AWARD OF BID FOR THE 2017 ROAD MAINTENANCE PROJECT TO STAKER PARSON COMPANIES

Scott Hodge, Public Works Director, stated staff solicited bids to make improvements to various roads throughout the City. He indicated two bids were received and the lowest responsible bidder was Staker Parson Companies with the bid of $627,068.80. He described the areas that would see improvement through the project. He reported a change order would be issued following the award of the bid that would reduce the pricing for the surfacing of a portion of the Rail Trail.
Councilmember Phipps asked how the roads were selected for the project. Mr. Hodge explained the City conducted a pavement assessment of all the roads in the City ever four to five years and each road and intersection received a rating based on those assessments. He stated the program was set up in such a way as to make improvements to every road in the City within a ten year period. He added sometimes roads were moved to a higher priority if the City began to see an unexpected decline in their conditions.

Councilmember Peterson asked how Holt Elementary would be impacted by the timing of the road project and the beginning of the new school year. Mr. Hodge responded the timeline was not firmly set until after the bid was awarded and a preconstruction meeting was held. He stated the City would look at doing the work on the weekend or at night to mitigate any impact to the school.

Councilmember Young moved to approve the award of bid for the 2017 Road Maintenance Project to Staker Parson Companies with the bid amount of $627,068.80 for the standard weight chip option with contingency and engineering of $27,931.20 for a total project cost of $655,000; and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

COMMUNICATION ITEMS

Mayor Shepherd
1. Thanked police, staff and the North Davis Fire District for their efforts toward the event held at the Aquatic Center for the Night Out Against Crime.
2. Reported the Tour of Utah had passed through Layton City earlier in the month. He hoped to work with the County and encourage a change to the route so it moved through Clearfield sometime in the future.
3. Reported officials from Hill Air Force Base (HAFB) recently met with the Idaho National Guard to offer advice and help as it looked to begin an F35 program in Boise. He explained the facility was moving its operation from A10s to F35s which was a much louder platform. He commented it was good to meet with mayors from other states.
4. Reported he participated in the wrap-up meeting with the Fourth of July planning committee and a report would be made to the Council in the future.

Councilmember Bush
1. Expressed his appreciation for the Night Out Against Crime event.
2. Reported he attended the CIRCLES graduation on July 27, 2017.

Councilmember Peterson
1. Expressed her appreciation for the Night Out Against Crime event.
2. Reminded the Council about the New Hope Fellowship Block Party Backpack Event on August 12, 2017 right next to Star Café. She commended its efforts in aiding the community.

Councilmember Phipps – nothing to report.

Councilmember Roper
1. Thanked the police department and others for their efforts with the Night Out Against Crime event. He stated other communities were impressed with Clearfield’s event.
2. Expressed appreciation for Fire Chief Mark Becraft spending time reviewing the North Davis Fire District’s budget with him. He appreciated Chief Becraft’s efforts in keeping the community safe. Mayor Shepherd agreed.

_Councilmember Young_ – expressed his appreciation for the Night Out Against Crime event.

**STAFF REPORTS**

_Adam Lenhard, City Manager_

1. Directed the Council to the monthly report that was emailed earlier in the day.
2. Reported there had been a lot of progress on the installation of new playgrounds throughout the City. He stated a barrier had been placed around the playground at Cornerstone Park to keep children off of it due to safety concerns until the fill material was installed.
3. Reported the new sign was installed at the cemetery and encouraged the Council to stop and see it. He stated the sign was similar to the style planned for City parks in the future.

_Nancy Dean, City Recorder_ – reviewed the Council’s schedule:

- No meeting on August 15, 2017
- Work and Policy Session on August 22, 2017

Councilmember Bush moved to adjourn as the City Council and reconvene as the CDRA at 8:07 p.m., seconded by Councilmember Peterson. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Peterson, Phipps, Roper, and Young. Voting NO – None.

**The minutes for the CDRA are in a separate location**
PROCLAMATION

WHEREAS, Duchenne muscular dystrophy (Duchenne) is the most common terminal genetic disorder diagnosed in childhood, affecting approximately one in every 3,500 live male births with 20,000 new cases each year worldwide.

WHEREAS, the Duchenne gene is found on the X-chromosome, it primarily affects boys; however, it occurs across all races and cultures.

WHEREAS, Duchenne is a muscle wasting disease caused by a mutation in the gene that encodes dystrophin. In the absences of dystrophin, the muscle cells are easily damaged resulting in progressive loss of strength and motor function. The progressive muscle weakness leads to serious medical problems, particularly issues relating to the heart and lungs. People with Duchenne typically live into their late twenties.

WHEREAS, Duchenne can be passed from parent to child, but approximately 35 percent of cases occur because of a random spontaneous mutation. In other words, it can affect anyone. Although there are medical treatments that may help slow its progression, there is currently no cure for Duchenne.

WHEREAS, because it is a rare disease, one of our greatest tools in the fight to end Duchenne is raising awareness.

NOW, THEREFORE, I, Mark R. Shepherd, Mayor of Clearfield City do hereby proclaim September 18, 2017, as

DUCHENNE MUSCULAR DYSTROPHY AWARENESS DAY

in the City of Clearfield and call upon our residents to become aware of the impact of Duchenne Muscular Dystrophy and to join in working for prevention within our community.

Given under my hand this 22nd day of August, 2017.

CLEARFIELD CITY CORPORATION

__________________________________________
Mark R. Shepherd, Mayor
CLEARFIELD CITY RESOLUTION 2017R-12

A RESOLUTION FINDING THAT 402.4 SQUARE FEET OF PROPERTY LOCATED IN THE VICINITY OF 343 WEST 300 NORTH IS NOT A SIGNIFICANT PARCEL OF REAL PROPERTY AND DIRECTING CITY STAFF TO MOVE FORWARD WITH THE DISPOSAL OF SAID PROPERTY IN ACCORDANCE WITH APPLICABLE LAW

WHEREAS, Clearfield City Corporation (“the City”) currently owns an insignificant parcel of real property that is approximately 0.08 acres and is determined by City staff to have a value of less than $75,000.00 located in the vicinity of 2103 South 175 East in Clearfield; and

WHEREAS, the City is currently responsible for the maintenance of said insignificant real property; and

WHEREAS, Jed Florence owns lot 117 in the Springfield Estates Subdivision which is adjacent to the insignificant real property; and

WHEREAS, Mr. Florence has expressed a desire to own and maintain the insignificant real property currently owned by the City; and

WHEREAS, Mr. Florence agrees to maintain the insignificant real property in accordance with all City codes and requirements.

NOW THEREFORE BE IT RESOLVED, by the Clearfield City Council

1) that for the reasons set forth in the recitals above, the 0.08 acres of real property located in the vicinity of 2103 South 175 East in Clearfield, Davis County is hereby determined to be an insignificant parcel of real property; and
2) that the Mayor and staff are hereby directed to complete the disposal of the 0.08 acres of insignificant real property currently owned by the City to Jed Florence as enumerated above.

Passed and adopted by the City Council at its regular meeting on August 22, 2017.

ATTEST: CLEARFIELD CITY CORPORATION:

__________________________ ______________________________
Nancy R. Dean, City Recorder Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE: 

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

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

MEETING DATE: Tuesday, August 22, 2017

SUBJECT: Public Hearing, Discussion, and Possible Action on FSP 1706-0009 a request by Jed Florence, for approval of the plat for the Springfield Estates Phase 4 Subdivision, 1st Amendment, located at 2103 S 175 E (TIN: 12-544-0117), to combine lot 117, which is 0.19 acres with the adjacent 0.08 acre Open Space tract. The combined property will be approximately 0.272 acres in size, located in the R-1-O zone district.

**PROJECT SUMMARY**

<table>
<thead>
<tr>
<th>Project Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name</strong></td>
<td>Springfield Estates Phase 4 Subdivision, 1st Amendment</td>
</tr>
<tr>
<td><strong>Site Location</strong></td>
<td>2103 South 175 East</td>
</tr>
<tr>
<td><strong>Tax ID Number</strong></td>
<td>12-544-0117, 12-544-0129</td>
</tr>
<tr>
<td><strong>Applicant</strong></td>
<td>Jed Florence</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>Jed Florence</td>
</tr>
<tr>
<td><strong>Proposed Actions</strong></td>
<td>Approve the amended plat</td>
</tr>
<tr>
<td><strong>Current Zoning</strong></td>
<td>R-1-O</td>
</tr>
<tr>
<td><strong>Land Use Classification</strong></td>
<td>Residential</td>
</tr>
<tr>
<td><strong>Gross Site Area</strong></td>
<td>0.272 (Open Space 0.08 and Lot 117 0.19)</td>
</tr>
</tbody>
</table>

**BACKGROUND**

The applicant, Jed Florence, is a requesting an amendment to an existing subdivision for the purpose of combining a 0.08 acre Open Space tract with a 0.19 acre parcel known as lot 117 of the Springfield Estates Phase 4 Subdivision. Mr. Florence’s parcel (lot 117), as well as the open space tract, were previously platted within the Springfield Estates Phase 4 Subdivision filed in 2004. The smaller parcel shown as 0.08 acres of land had been the subject of negotiations between Mr. Florence and the developer of the subdivision. In December of 2016 Clearfield City took ownership of the Open Space tract (and three other open space / storm water detention parcels) and published a flyer to provide notice of this change and the future maintenance responsibilities that would be handled by Clearfield City.

**Analysis**

The original plat for Phase 4 of the Springfield Estates Subdivision platted 42 lots and two open space areas: a 0.08 acre tract titled “Open Space” adjacent to lot 117 and a 0.12 acre tract titled “Detention Basin/Open Space” adjacent to lot 95. This application is only requesting that the 0.08 open space tract of land and lot 117 be combined into one lot. This lot will be privately owned by Mr. Florence and maintained in accordance with all city codes and requirements.
The Open Space tract involved in this request was not landscaped by the developer when it was deeded to the HOA in 2009. The Open Space tract was not maintained and became a nuisance to adjacent property owners. The lack of maintenance was due, in part, to an inoperative HOA (the same reason the four parcels were recently acquired by the City). Knowing of Mr. Florence’s interest in the property, the City reached an agreement to transfer ownership of the Open Space tract to Mr. Florence, so that it could be combined with and maintained by the owner(s) of lot 117 (2103 South 175 East).

**PLANNING COMMISSION RECOMMENDATION**

At their meeting on Wednesday, August 9th the Planning Commission reviewed this request and recommended approval of the amended Plat to the Council.

**PUBLIC COMMENT**

The Planning commission received comment from Jose Aguinaga who lives in lot 116 of the Springfield Estates Phase 4 Sub. Mr. Aguinaga lives directly north of the Open Space Tract. He approached the City in 2004 to purchase the Open Space tract, but was told that it was not for sale and could not be purchased.

**RECOMMENDATIONS**

Staff is recommending APPROVAL of FSP 1706-0009 for the consolidation of lot 117 and an open space tract within the Springfield Estates Phase 4 Subdivision, 1st Amendment to the Clearfield City Council, upon conditions as listed below.

**CONDITIONS OF APPROVAL**

1. Submittal of one corrected Mylar copy of the plat with all required signatures.
2. Lienholder certificate(s) shall be added to the plat.
CLEARFIELD CITY RESOLUTION 2017R-13

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN CLEARFIELD, LAYTON, CLINTON, SYRACUSE CITIES, AND DAVIS COUNTY FOR PARTICIPATION IN THE NORTH DAVIS METRO SWAT

WHEREAS, Clearfield City, Layton City, Clinton City, Syracuse City and Davis County are all “public agencies” as defined under the Utah Interlocal Cooperation Act and are therefore authorized to enter into agreements with one another for joint or cooperative action; and

WHEREAS, in order to better maintain public safety and more fully accomplish law enforcement objectives within their respective jurisdictions, the police department of each city and Davis County have occasional need to utilize a specialized response force (“SWAT” team) to deal with incidents which exceed normal patrol capabilities; and

WHEREAS, for the purposes of economy and efficiency, the cities and Davis County can mutually benefit from supporting a joint/cooperative SWAT team to better serve their respective jurisdictions as well as the surrounding community rather than separately training and supporting such units within each of their individual departments on a singular basis; and

WHEREAS, the cities and Davis County wish to formalize the relationship of the parties and clarify each cities’ and Davis County’s obligations with respect to the ongoing maintenance of a joint and cooperative SWAT team (the “Metro SWAT Team”) through an Interlocal Cooperative Agreement;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the attached Interlocal Agreement between Clearfield City, Layton City, Clinton City, Syracuse City and Davis County for the ongoing participation in North Davis Metro SWAT is hereby approved and the Mayor is duly authorized to execute the agreement and any other necessary documents.

Passed and adopted by the City Council at its regular meeting on the 22nd day of August, 2017.

ATTEST:

CLEARFIELD CITY CORPORATION:

__________________________  ______________________  ______________________
Nancy R. Dean, City Recorder             Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:
INTERLOCAL COOPERATION AGREEMENT FOR

THE NORTH DAVIS METRO SWAT TEAM

This Interlocal Cooperation Agreement for the North Davis Metro SWAT Team (this “Agreement”) is made and entered into by and between Layton City, a municipal corporation of the state of Utah, Clearfield City, a municipal corporation of the state of Utah, Clinton City, a municipal corporation of the state of Utah, Syracuse City, a municipal corporation of the state of Utah, and Davis County, a body politic and corporate and legal subdivision of the state of Utah, through the Davis County Attorney’s Office. Layton City, Clearfield City, Clinton City, Syracuse City, and Davis County may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

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. Purpose of This Agreement. The purpose of this Agreement is to:
   a. Formalize the relationship of entities within Davis County participating in the Metro SWAT Team (the “SWAT Team”);
   b. Clarify the obligations of each participating party to this Agreement; and
   c. Make available to each participating agency the resources of the SWAT Team in accordance with established protocols.

2. Management and Control of the SWAT Team.
   a. The Parties recognize and agree that the management and control of the SWAT Team will be the responsibility of and under the control of the Layton City Police Department (“Layton PD”). Layton PD will be responsible for providing leadership, policy, guidance and direction for the SWAT Team.
   b. The Parties will each ensure that each of its officers are aware, through policy, procedure, practice, or written notification, that being a SWAT Team member is an assignment within his/her current employment with a Party to this Agreement. As such, such officers do not have any additional rights, including, but not limited to, property rights, beyond what each employee may have with and/or through his/her underlying employment with a Party to this Agreement. Therefore, placement on and removal from the SWAT Team is at the discretion of either the employer Party to this Agreement or the SWAT Team commander.
   c. The SWAT Team commander shall retain the right to remove any officer from the SWAT Team with or without cause and in consultation with the employing Party’s Chief of Police or designated representative. Any disciplinary action recommended by the SWAT Team commander regarding a SWAT Team officer shall be forwarded to the employing Party’s Chief of Police or designated representative. Any disciplinary action imposed against a SWAT Team Officer will be done by the employing Party to this Agreement.

Layton PD shall provide to each Party to this Agreement, for review and input, a Standard Operating Procedure for the SWAT Team, defining capabilities and processes for management and administration of the SWAT Team.
3. **Personnel and Resource Contribution.** The Parties each agree to supply personnel and resources to the SWAT Team. The manner in which the personnel and resources will be provided shall be done within the following parameters:

a. Personnel for the SWAT Team shall be selected by the SWAT Team Commander from representatives of the Parties through an objective testing process, which process is outlined in the North Davis Metro SWAT Standard Operating Procedures manual and is designed to assist in selecting the most qualified person for each particular position;

b. The specific number of personnel allowed for each Party shall be controlled by the Police Chief or designated representative of each of the Parties;

c. Each Party who has one or more of its officers participating on the SWAT Team shall be responsible to provide its own officer(s) with the necessary equipment and outfitting to fulfill his/her/their duties on the SWAT Team (this equipment and outfitting will be the property of the Party who purchased it);

d. Final approval of the necessary equipment and outfitting shall be provided by the SWAT Team leadership; however, it should be based upon functionality and uniformity; and

e. The SWAT Team will also work with the Parties, among others, to develop budget requests for larger scale purchases, operational assets, and specialized equipment for the SWAT Team (ownership of equipment obtained in this manner will be established at the time the budget request is developed).

4. **The Mission.** The mission of the SWAT Team is to provide a specialized response force capable of dealing with incidents that exceed the capabilities of law enforcement patrol. These missions include, but are not limited to, hostage rescue, barricaded subject operations, high risk warrant services, and any other assignments as deemed appropriate by the SWAT Team leadership. These services will be provided to all of the Parties, and may be provided to other requesting agencies upon approval by the SWAT Team leadership. All requests for the SWAT Team’s services shall be directed to and reviewed by the SWAT Team leadership.

5. **Activation of the SWAT Team.** The SWAT Team shall be activated by one or more members of the SWAT Team leadership by notifying each of the Parties to this Agreement and each of the SWAT Team members of an incident requiring the services of the SWAT Team. Due to the normally exigent and specialized nature of incidents requiring the services of the SWAT Team, the Parties agree to immediately release SWAT Team members from their normal duties on behalf of a Party to this Agreement in order to promptly respond to a specific incident requiring the services of the SWAT Team. Upon activation of the SWAT Team, SWAT Team members become subordinate to the authority of the SWAT Team commander until such time as they are released by the SWAT Team commander or the incident requiring the services of the SWAT Team has concluded.

6. **Costs, Damages, Compensation, or Otherwise Relating to the SWAT Team.**

a. If any Party to this Agreement requests the services of the SWAT Team and the SWAT Team is activated, the requesting Party shall not be obligated to compensate the SWAT Team or any Party to this Agreement for services rendered by the SWAT Team, injuries or death to any member of the SWAT Team, and/or for the use or damage to the SWAT Team equipment.
b. The Parties shall each be solely responsible for all compensation and benefits of their officer(s) assigned to the SWAT Team. Each SWAT Team member is at all times an employee of the respective Party to this Agreement. The Parties each expressly waive any and all claims of whatever type or nature against the other parties to this Agreement, including, but not limited to, its officers, employees, and agents, which may arise from, be in connection with, or relate in any way to the performance of this Agreement.

c. Nothing in this Agreement prohibits the SWAT Team from charging an entity or agency, which is not one of the Parties to this Agreement but which requests the services of the SWAT Team, for services provided by the SWAT Team to requesting entity or agency.

d. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are each fully and solely responsible for their own actions, activities, or business.

7. Privileges and Immunities. The Parties acknowledge, understand, and agree that all applicable privileges and immunities, in law, equity, or otherwise, that arise from, in connection with, or relate in any way to the acts or omissions of the SWAT Team and/or its members, shall apply to the SWAT Team, its members, and the Parties to this Agreement, including, but not limited to, each of the Parties’ officers, officials, employees, agents, representatives, contractors, insurers, and volunteers.

8. Indemnification and Hold Harmless. The Parties each agree to indemnify and hold harmless Layton City for any decision regarding membership of the SWAT Team. The Parties each further agree to indemnify their own employee(s), who participate on the SWAT Team, against claims arising out of, in connection, or relating in any way to actions, conduct, or otherwise performed by such an employee within the course and scope of his/her duties as a SWAT Team member.

9. Administration. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by joint decision of each of the Parties’ Chiefs of Police or designated representatives (majority will control).

10. 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”).

11. 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 fifty years from the Effective Date.

12. Termination of, or Withdrawal from the Agreement. This Agreement may be terminated prior to the completion of the Term of this Agreement, or a Party may withdraw from this Agreement, by any of the following actions:

a. By the mutual written agreement of the Parties;

b. By any of the Parties wishing to withdraw, with or without cause, thirty calendar days after the withdrawing Party mails a written notice to withdraw from this Agreement to the other Parties;

c. By any of the Parties:
   1) After any material breach of this Agreement; and
   2) After the terminating Party mails a written notice to terminate this Agreement to the other
d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

13. **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.

14. **Compliance with Laws.** The Parties each agree that they will comply with all applicable federal, state and local laws, rules and regulations applicable to the Parties and their employees in connection with the performance of this Agreement.

15. **Survival after Termination.** Termination of this Agreement shall not extinguish or prejudice the Parties’ rights 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.

16. **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.

17. **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.

18. **Force Majeure.** In the event that any of the Parties 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.

19. 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 the Parties.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.
26. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

LAYTON CITY

Mayor [Signature]
Dated: **June 15, 2017**

ATTEST: [Signature]

Layton City Recorder
Dated: **June 15, 2017**

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

[Layton City Attorney's Signature]
Dated: **6/26/2017**
CLEARFIELD CITY

Mayor
Dated:

ATTEST:

Clearfield City Recorder
Dated:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

Clearfield City Attorney
Dated:
SYRACUSE CITY

Mayor  T. Palmer
Dated:  6/26/17

ATTEST:

Syracuse City Recorder
Dated:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

Syracuse City Attorney
Dated:  26 Jan 2017
DAVIS COUNTY

[Signature]
Chair, Davis County Board of Commissioners
Dated: 5/23/17

ATTEST:

[Signature]
Davis County Clerk/Auditor
Dated: 5/23/17

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

[Signature]
Davis County Attorney’s Office
Dated: 5/12/17
RESOLUTION 17-53

AUTHORIZING THE EXECUTION OF THE AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN LAYTON CITY, CLEARFIELD CITY, CLINTON CITY, SYRACUSE CITY, AND DAVIS COUNTY ATTORNEY’S OFFICE PERTAINING TO THE NORTH DAVIS METRO SWAT TEAM.

WHEREAS, Layton City, Clearfield City, Clinton City, Syracuse City, and now adding Davis County Attorney’s Office agree to enter into an amended interlocal cooperation agreement for the purpose of formalizing the relationship of entities participating in The North Davis Metro SWAT Team, clarifying the obligations of each party, and to make available to each agency the resources of The North Davis Metro SWAT Team in accordance with established protocols; and

WHEREAS, the City Manager and Police Chief recommend that Layton City enter into this amended North Davis Metro SWAT Team Interlocal Cooperation Agreement and that it is in the best interest of the public safety for Layton City; and

WHEREAS, the City Council of Layton City does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of Layton City for Layton City to enter into the Interlocal Cooperation Agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the amended Interlocal Agreement known as “The North Davis Metro SWAT Team Interlocal Cooperation Agreement” for the purposes set forth, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor be authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 15th day of June, 2017.

ATTEST:

KIMBERLY S READ, City Recorder

ROBERT J STEVENSON, Mayor
CLEARFIELD CITY RESOLUTION 2017R-14

A RESOLUTION AUTHORIZING AN ADDENDUM TO THE LICENSE AGREEMENT #1 WITH THE UTAH TRANSIT AUTHORITY (UTA) TO PROVIDE FOR MAINTENANCE OF THE RAIL TRAIL FROM 800 NORTH TO 300 NORTH

WHEREAS, Clearfield City “the City” and the Utah Transit Authority “UTA” entered into an Interlocal Agreement regarding the Development and Operation of a Rails to Trails project on the UTA owned Denver & Rio Grande Western Railroad Corridor also known as UTA Contract DR/D/1971/T dated May 13, 2009 “the Agreement” to construct a Multiple Use Trail “the Trail” on Uta’s right-of-way identified as the Denver & Rio Grande Right-of-Way (DRGW) from Union Pacific Railroad Company (UP) in 2002; and

WHEREAS, the City desires to landscape in the form of light grading, planting grass and evergreen trees, installing sprinklers, cleaning up the water way, and placing rocks on a portion of the DRGW to allow for easier maintenance and beautification; and

WHEREAS, UTA is willing to grant the City a license for the encroachment conditioned upon the provisions set forth in the agreement.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Addendum to License Agreement #1 with the Utah Transit Authority for maintenance of the Rail Trail Corridor is hereby approved and the Mayor is duly authorized to execute the agreement.

Passed and adopted by the City Council at its regular meeting on the 22nd day of August, 2017.

ATTEST

CLEARFIELD CITY CORPORATION

________________________   ________________________________
Nancy R. Dean, City Recorder   Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:
LICENSE AGREEMENT #1 ADDITIONAL TRAIL INFRASTRUCTURE
(Clearfield City – D&RGW Corridor)

This LICENSE AGREEMENT #1 (the “License #1”) is made and entered into as of the
_______ day of ____________, 2017, by and between UTAH TRANSIT AUTHORITY, a public
transit district organized under the laws of the State of Utah (hereinafter “UTA”), and Clearfield
City Corporation, a municipal corporation of the State of Utah (hereinafter “City”).

RECITALS

WHEREAS, City and UTA entered into an Interlocal Agreement Regarding the
Development and Operation of a Rails to Trails project on the Utah Transit Authority owned
Denver & Rio Grande Western Railroad Corridor also known as UTA Contract DR/D/1971/T
dated May 13, 2009 (the “Agreement”) to construct a Multiple Use Trail (the “Trail”) on UTA’s
Right of Way identified as the Denver & Rio Grande Western Railroad Corridor (“DRGW”),
within the City’s jurisdiction, extending from approximate Mile Post 769 (latitude 41.083301,
longitude -112.007150) to 772.5 (latitude 41.125209, longitude -112.044025); and

WHEREAS, City desires to landscape in the form of light grading, planting grass and
evergreen trees, installing sprinklers, cleaning up the water way, and placing rocks on a portion of
the DRGW to allow for easier maintenance and beautification (collectively, the “Encroachment”); and

WHEREAS, UTA is willing to grant City a license for the Encroachment conditioned
upon the provisions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference,
and for and in consideration of the mutual covenants and agreements hereinafter set forth, the
mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the
receipt and sufficiency of which the Parties acknowledge, City and UTA agree as follows:

1. UTA hereby grants City a license for the Encroachment as depicted on Exhibit “A” (Exhibit
   “A” is attached hereto and hereby incorporated into and made a part of this License by
   reference). City acknowledges and agrees that the Encroachment is included within and will
   be subject to and governed by the terms and conditions set forth in the Agreement.

   a. City to provide UTA a list of all vegetation to be planted on the DRGW to be reviewed
      and approved before installation.

      i. Deciduous trees are not permitted to be planted within twenty (20) feet of the
         Trail.

   b. As additional consideration for the license granted hereunder, City at its sole cost and
      expense agrees to maintain all Trail improvements and Encroachment in a workmanlike
manner and in a manner consistent with the City's other public facilities, parks and trails. All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of applicable governmental authority. Any landscaping, bushes, trees, plants, and the like (whether natural or planted by City) within the DRGW shall be maintained by City in a manner that is acceptable to UTA; which may include, but is not limited to, keeping down weeds, and noxious plants, and maintaining trees in a safe condition. City agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the installation of Encroachment. This shall also include responsibility for any dead or damaged vegetation upon installation and characterizing of any soil that is removed. The City's responsibilities described herein shall continue throughout the term of this Agreement and/or until rail use is reactivated.

2. Upon termination of the License and Agreement howsoever, City shall, at City's sole cost and expense, remove the Encroachment from the DRGW and shall restore, to the satisfaction of UTA, such portions of the DRGW to at least as good a condition as such were in at the time that City first entered the DRGW. If City fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of City. City shall reimburse UTA for the costs incurred in any restoration or removal work performed under this paragraph within thirty (30) days after receipt of the bill therefor. In the event UTA removes the Encroachment pursuant to this paragraph, UTA shall in no manner be liable to the City for any damage sustained by City for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the City. The provisions of this paragraph shall survive the termination of this License.

3. City acknowledges that the DRGW may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for its rail construction activities within its DRGW. Accordingly, any excavation contemplated in this License exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to City hereunder, City agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during the performance of any Construction or Maintenance. City agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws.

a. Light grading shall mean only filling small holes and smoothing the surface to operate mowing equipment. No dirt will be removed off site.

4. All other terms, conditions and obligations contained in the Agreement are specifically incorporated herein and are additionally made applicable to the Encroachment, and shall continue in full force and effect and effective as to the license granted by the Agreement, together with the licenses granted hereby. Unless otherwise defined herein, all capitalized terms used in the License shall have the same meanings as defined in the Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this License to be executed in duplicate as of the day and year first herein written.

CLEARFIELD CITY CORPORATION

By: __________________________
    Name: Mark Shepherd
    Title: Clearfield City Mayor

ATTEST:

______________________________
    Clerk

UTAH TRANSIT AUTHORITY

By: __________________________
    Paul Drake
    Senior Manager Real Estate & TOD

By: __________________________
    Mailia Lauto’o
    Manager, Property Administration

By: __________________________
    Bonnie Ward
    Property Administrator

APPROVED AS TO FORM:

______________________________
    UTA Legal
EXHIBIT “A”

Red: light grading, installation of sprinklers, grass, and evergreen trees
Purple: light grading of waterway, tree clean up, rock placement
Yellow: light grading and tree clean up