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

6:30 P.M. WORK SESSION
Update on Services Provided by Wasatch Integrated Waste Management District
Discussion on Live-streaming Public Meetings

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

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

7:00 P.M. POLICY SESSION
CALL TO ORDER: Mayor Shepherd
OPENING CEREMONY: Councilmember Roper
APPROVAL OF MINUTES: January 24, 2017 – Work Session

PUBLIC HEARING:
1. PUBLIC HEARING FOR A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO MIXED-USE FOR PROPERTY LOCATED AT 1129 SOUTH STATE STREET (TIN: 12-309-0001)

BACKGROUND: The request is for approximately 0.31 acres to be reclassified in the General Plan and Future Land Use Map from Commercial to Mixed-Use with the intent to construct a new structure containing ground floor commercial office space and a second floor for residential use. The property is currently undeveloped and is owned by Phoenix Services. The applicant has provided a conceptual site plan for the proposed use of the property should the request be approved. The Planning Commission recommended approval during its meeting on Wednesday, February 1, 2017.

RECOMMENDATION: Receive public comment.

2. PUBLIC HEARING FOR A REZONE REQUEST FOR PROPERTY LOCATED AT 1129 SOUTH STATE STREET (TIN: 12-309-0001) FROM COMMERCIAL (C-2) TO COMMERCIAL-RESIDENTIAL (C-R)

BACKGROUND: The rezone request is for approximately 0.31 acres located at 1129 South State Street (TIN: 12-309-0001) from Commercial (C-2) to Commercial-Residential (C-R). The intent
of the request is to accommodate a new structure containing approximately 3,200 square feet of ground floor commercial and a second floor for a residential use of approximately 3,160 square feet. The applicant has provided a conceptual site plan for the proposed use of the property. The Planning Commission will consider Site Plan and a Conditional Use request for the residential component at a future date, if the Council approves the rezone.

**RECOMMENDATION:** Receive public comment.

**SCHEDULED ITEMS:**

3. **CITIZEN COMMENTS**

4. **CONSIDER APPROVAL OF ORDINANCE 2017-01 APPROVING A GENERAL PLAN MAP AMENDMENT CHANGING THE LAND USE DESIGNATION FROM COMMERCIAL TO MIXED-USE FOR PROPERTY LOCATED AT 1129 SOUTH STATE STREET (TIN: 12-309-0001)**

**RECOMMENDATION:** Approve Ordinance 2017-01 approving a General Plan Map Amendment changing the land use designation from Commercial to Mixed-Use for property located at 1129 South State (TIN: 12-309-0001) and authorize the Mayor’s signature to any necessary documents.

5. **CONSIDER APPROVAL OF ORDINANCE 2017-02 APPROVING A REZONE REQUEST FOR PROPERTY LOCATED AT 1129 SOUTH STATE (TIN: 12-309-0001) FROM COMMERCIAL (C-2) TO COMMERCIAL-RESIDENTIAL (C-R)**

**RECOMMENDATION:** Approve Ordinance 2017-02 approving a rezone request for property located at 1129 South State Street (TIN: 12-309-0001) from Commercial (C-2) to Commercial-Residential (C-R) and authorize the Mayor’s signature to any necessary documents.

6. **CONSIDER APPROVAL OF THE AWARD OF BIDS FOR PLAYGROUND EQUIPMENT**

**BACKGROUND:** Staff solicited proposals from vendors interested in designing playground equipment in eight locations throughout the City. Seven of the playgrounds are being funded by the PARAT Tax and the other through the General Fund. Six vendors submitted proposals to complete the work and a selection committee reviewed and scored those proposals. Staff is recommending that six of the projects be awarded to Big T Recreation and two be awarded to Garrett and Company. The total cost for the projects is $350,000.

**RECOMMENDATION:** Approve the award of bids for playground design and purchase to Big T Recreation for North Steed Park, Train Watch Park, Fisher Park, Barlow Park, Island View Park, and Central Park; and to Garrett and Company for the 200 South Park and Cornerstone Park for a total project cost of $350,000 and authorize the Mayor’s signature to any necessary documents.

7. **CONSIDER APPROVAL OF THE LICENSE AGREEMENT WITH THE UNITED STATES AIR FORCE FOR MONITORING WELLS**

**BACKGROUND:** The United States Air Force has monitoring wells throughout the City to conduct groundwater and soil testing in connection with the groundwater monitoring project. The agreement allows the Air Force to locate and maintain the groundwater monitoring wells. The Air
Force is proposing adding two additional wells within the City and abandoning one of the injection wells.

**RECOMMENDATION:** Approve the License Agreement with the US Air Force for monitoring wells and authorize the Mayor’s signature to any necessary documents.

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

**ADJOURN AS THE CITY COUNCIL**

Dated this 23rd day of February, 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.
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: Wednesday, February 28, 2017

SUBJECT: Public Hearing, Discussion, and Possible Action on GPA 1612-0002, a request by Carrie Bambrough, on behalf of Phoenix Services to amend the General Plan Map of Clearfield City to change the land use designation, from Commercial to Mixed use, located at 1129 South State Street (TIN: 12-309-0001). This amendment would be effective within the General Plan, a document guiding the development of Clearfield City as a whole.

RECOMMENDATION
Move to approve GPA 1612-0002 as proposed, a request by Carrie Bambrough, on behalf of Phoenix Services to amend the General Plan Map of Clearfield City to change the land use designation, from Commercial to Mixed use, located at 1129 South State Street (TIN: 12-309-0001).

PLANNING COMMISSION:
The Commission recommended, to the City Council approval, of GPA 1612-0002 as proposed, a request by Carrie Bambrough, on behalf of Phoenix Services to amend the General Plan Map of Clearfield City to change the land use designation, from Commercial to Mixed use, located at 1129 South State Street (TIN: 12-309-0001). This action, by the Commission, was taken at their meeting on Wednesday, February 1, 2017.

ANALYSIS

Background
The proposal includes a request for approximately 0.31 acres to be reclassified in the General Plan, Future Land Use Map from Commercial to Mixed-Use with the intent to construct a new structure containing ground floor commercial office space and a second floor for a residential use. The property is currently undeveloped but is owned by Phoenix Services, an organization that “…Empowers people with brain injuries and others who need customized, unique and individual supports to maximize their potential by being part of their community and achieving personal goals.” The applicant has provided a conceptual site plan for the proposed use of the property, should this request be approved. The applicant for the property has also submitted an application for the rezone of the property from Commercial (C-2) to Commercial-Residential (C-R) to be considered during the February 28, 2017 City Council Meeting.
General Plan Map Amendment Information:

Current General Plan Map: Parcel in question has been outlined in yellow.

General Plan Map Amendment Requested: Parcel in question has been highlighted yellow to indicate the change to Mixed-Use designation.

Accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area. Parcel in question has been highlighted yellow to indicate future Mixed-Use.
General Plan and Zoning
A request to change the land use classification in the General Plan from Commercial to Mixed Use is generally consistent with the goals and policies of the City’s General Plan, indicated below. Clearfield City’s General Plan “Land Use Guidelines” number 1, 2, 6 and 12 provide support for the request and state:

1. The identity of Clearfield should be strengthened by land uses which improve the image of the community and foster a positive, healthy living environment conducive to long-term residency.
2. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
6. Growth should be guided to locations contiguous to existing development to provide City services and transportation in a cost-effective and efficient manner.
12. The few remaining vacant properties in the City should be developed at their highest and best use to maximize their value to the landowner and the City.

The request for mixed used, as a future land use designation, is addressed in the General Plan. Careful consideration of surrounding uses and relationship between uses is discussed in more detail in the Land Use Guidelines of the General Plan. Land Use Guideline number 12 instructs the City to consider the highest and best use for vacant properties, land use Guideline number 2, further supports this by stating, and “…planned uses should reflect consideration of existing development.”

This specific request is to change the current General Plan designation in order to utilize the property as what the applicant asserts is its highest and best use. The location has primary frontage along a SR 126, a commercial corridor, and it may be a reasonable assumption that this property may continue to sit vacant if zoning and future land use is not changed. The applicant purchased the property in October of 2015 with the intent of expanding their operation. Following the purchase of the property, the director approached Community Development about developing administrative office space for their units. This change in the land use map would allow for the highest and best use for the current owner.

Small Area Plan Considerations
This area was not identified as an area that would be impacted by the Clearfield Downtown Small Area Plan. The plan primarily considered areas along SR 126 from about 650 North to 700 South. However, the argument can be made that although there are not specific plans or objectives associated with this property, the principles of the Small Area Plan should apply, given the owner’s intended use and the property’s location relative to the areas studied by the Small Area Plan. This change in land use and corresponding zone change complement the intent of the small area plan and could increase the value and opportunity for the area.

Zoning Consistency
The property owner has made a request to change the zoning of this property from C-2 (Commercial) to C-R (Commercial-Residential). Should this GPA be approved the future land use and zoning will be consistent.

Public Comment
No public comment has been received to date.
FINDINGS

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

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<tr>
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<th>Review Consideration</th>
<th>Staff Analysis</th>
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<tr>
<td>1)</td>
<td>Designation of the specific text or map amendment desired.</td>
<td>Staff has provided the current map along with the desired changes within the report outlined above.</td>
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<tr>
<td>2)</td>
<td>Reason and Justification for such change.</td>
<td>The property is currently general planned commercial as well as zoned commercial. The property has sat vacant for many years and could benefit from investment and additional development along the corridor. The history of this property sitting vacant and on the market would suggest that commercial is not the highest and best use of the property, and that a change of zoning and land use classification may be warranted. Careful consideration should be taken for how this potential use fits in with the surrounding area.</td>
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<td>3)</td>
<td>A draft of the proposed text or map amendment.</td>
<td>This has been provided within the report outlined above. Should the Council accept the recommendation of the Commission and approve the change to the General Plan, Clearfield City GIS maps will be changed accordingly to reflect the update.</td>
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<tr>
<td>4)</td>
<td>An accurate property map showing all areas to be included in the amendment and all properties immediately adjacent to the proposed amendment area.</td>
<td>Property Map has been provided through the GIS system in order to provide the most current map available.</td>
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</tbody>
</table>
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: Wednesday, February 28, 2017

SUBJECT: Public Hearing, Discussion and Possible Action on RZN 1612-0002, a request by Carrie Bambrough, on behalf of Phoenix Services for a Rezone of property from Commercial (C-2) Zone to Commercial-Residential (C-R) Zone, located at 1129 South State Street (TIN: 12-309-0001). The property is approximately 0.31 acres in size and is located in a C-2 (Commercial) zoning district.

RECOMMENDATION
Move to approve RZN 1612-0002 as proposed, a request by Carrie Bambrough, on behalf of Phoenix Services for a Rezone of property from Commercial (C-2) Zone to Commercial-Residential (C-R) Zone, located at 1129 South State Street (TIN: 12-309-0001).

PLANNING COMMISSION
The Commission recommended, to the City Council, approval of RZN 1612-0002 as proposed, a request by Carrie Bambrough, on behalf of Phoenix Services for a Rezone of property from Commercial (C-2) Zone to Commercial-Residential (C-R) Zone, located at 1129 South State Street (TIN: 12-309-0001). The Commission made this recommendation at their meeting on Wednesday February 1, 2017.

PROJECT SUMMARY

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<td>Project Name</td>
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<td>Site Location</td>
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<td>Owner</td>
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<td>Proposed Actions</td>
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<td>Current Zoning</td>
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<td>Proposed Zoning</td>
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<td>Current Land Use Classification</td>
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<td>Gross Site Area</td>
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</table>
ANALYSIS

Background
The proposal includes a request for approximately 0.31 acres to be rezoned from Commercial (C-2) to Commercial-Residential (C-R). The intent of this request is to accommodate a new structure containing approximately 3,200 SF of ground floor commercial and a second floor for a residential use of approximately 3,160 SF. The applicant has provided a conceptual site plan for the proposed use of the property, should the rezone request be approved, the applicant will be required to submit for site plan approval for the commercial portion of the building, but the residential portion of the structure will require conditional use approval. Further land use approval would be presented to the Planning Commission for at least, a Site Plan and a Conditional Use request for the residential.

Zoning Map Amendment Information:
Current Clearfield City Zoning Map: Parcel in question has been outlined in yellow. The red color is C-2 (Commercial) zoning, the dark green is MU (Mixed Use) and the lighter green is R-3 (Residential).
Clearfield City Zoning Map Amendment Requested: Parcel in question has been highlighted yellow to indicate the change from C-2 (Commercial) to C-R (Commercial-Residential).

General Plan and Zoning
The property owner has made a request to change the Clearfield City General Plan in order to be consistent with this rezone request. Rezoning this parcel to Commercial-Residential from a long range planning standpoint provides for a small area of C-R surrounded by C-2 and R-3 which may act as a catalyst in facilitating the plans and objectives win the small area plan, as well as the area surrounding Clearfield Station. Should the property be zoned to C-R, it would provide consideration for any permitted and conditional use within the C-R zone, consistent with the regulations in the C-R zone. Additionally, it has been the applicant’s vision for the property to have additional residential units on the property as well as adding office space for the oversight and management of the facilities.

Generally speaking, spot zoning is not a favorable practice, and can create issues for property owners, as well as creating an expectation from the public for the Commission and Council. If no immediate or substantive reasoning can be provided, this may perpetuate spot zoning throughout the City. In order to limit negative consequences, Staff is recommending approval of this request, because of the opportunities it may provide and perpetuate for the area as a whole. This approval is paired with the proposed Site Plan and the proposed use with this rezone request.

Zoning Map Amendment
The anticipated use of the C-R zone is to encourage a mixture of high-quality, compatible commercial and residential uses. This is accomplished by providing specific ratios for commercial and residential development on a site.

Clearfield City code 11-11C-7: Density provides an explanation of the desired ratios for development.

A minimum of twenty percent (20%) of the total finished floor area of all development in the C-R commercial residential zone shall be dedicated to commercial uses. The density for the residential portions of the development shall be up to ten (10) dwelling units per acre. Up to twenty (20) dwelling units per acre may be allowed when the total percentage of the finished floor area dedicated to commercial uses is equal to or greater than thirty percent (30%). Up to thirty (30)
dwelling units per acre may be allowed when the total percentage of the finished floor area dedicated to commercial uses is equal to or greater than forty percent (40%). Additional densities above thirty (30) dwelling units per acre may be considered for projects with a commercial floor area percentage that exceeds fifty percent (50%) of the total finished floor area. The exact density shall be determined by the city through the development agreement. (Ord. 2009-38, 11-24-2009)

The lot standards in the C-R zone require the approval based on an acceptable site plan and conditional use for any uses listed as conditional in 11-11C-11. It is staff’s analysis that the basic zoning and development standards can be met for this request.

Public Comment
No public comment has been received to date.

FINDINGS

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

<table>
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<tr>
<th>Review Consideration</th>
<th>Staff Analysis</th>
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<tr>
<td>1) The proposed amendment is in accordance with the General Plan and Map; or</td>
<td>Goal 1 of the Land Use Element states “Maintain consistency between the City’s Land Use Ordinance and the General Plan”.</td>
</tr>
<tr>
<td></td>
<td>A General Plan Amendment from Commercial to Commercial-Residential for this parcel has been requested by the applicant and has been recommended for approval by the Planning Commission. Rezoning property in accordance with amendments to the General Plan meets the purposes and intent of Clearfield City’s General Plan Land Use Element.</td>
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<tr>
<td>2) Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.</td>
<td>The applicant’s ownership of the property is for the sole purpose of providing commercial office space and additional living facilities for those who are provided services. Future sale of this parcel for Commercial use is not the intent of the owner. The property was purchase for specific purpose, which has perpetuated this zone change request and the associated General Plan amendment.</td>
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ATTACHMENTS

1. Project Request
2. Proposed Site Plan
December 29, 2016

Clearfield City Community Development
c/o Spencer Brimley
55 South State Street
Clearfield, UT 84015

Dear Clearfield City Council and Planning Commission;

We are pleased to submit the attached documents in support of Phoenix Service’s General Plan and Zoning amendment applications for parcel 123090001 (Phoenix Subdivision Lot 1), located at 1129 South State Street in Clearfield.

The indicated parcel (Lot 1) is currently zoned C-2, fronts State Street, and is immediately adjacent to another parcel (Lot 2) also owned by Phoenix Services. Lot 2 is zoned R-3, and is built out with two apartment buildings with four units each, for a total of eight units. To expand their level of service, Phoenix Services is proposing construction of a low-density, mixed-use building on Lot 1 that would include 3200 sf of main floor commercial office space and six additional 1-bedroom apartments. The existing and proposed units are dedicated for persons with disabilities, specifically persons recovering from traumatic brain injuries.

Construction of the proposed building would require a General Plan amendment and a change in zoning from C-2 to C-R. We propose that a mixed commercial/residential use is appropriate for this parcel for the following reasons:

- The parcel fronts Clearfield City’s only M-U zone and is a block from Clearfield Station: A mixed-use facility on this site is consistent with the parcel’s proximity to transit and currently planned development at Clearfield Station.
- The parcel lies between State Street and R-3 zones, providing a gradual transition between commercial and residential uses.
- The parcel lies just outside of Clearfield’s Small Area Plan for “Creating Downtown Clearfield”. The proposed use matches the recommendations outlined in the Small Area Plan.

While still in early stages of design, the proposed building would incorporate the following features:

- Highly-visible (storefront glazing) main floor commercial space oriented toward State Street.
- 12’ wide pedestrian walkway with urban landscaping between the building and the street.
- Second floor residential units, with primary access from the rear.
- Parking located to the rear of the property.
- Open space and gardens for outdoor use by residents.

The following supporting documents are attached:

- Precedent Studies
- Site Plan
- Schematic Architectural Plans
- Enlarged Unit Plans
We respectfully request the council and commission to consider amending the General Plan and Zoning Map for the above indicated parcel from C-2 to C-R. We are certainly open to any input from the council and commission to ensure that the proposed building adds to the beauty and walkability of Clearfield City and supports the city’s long-term growth and development. Please don’t hesitate to reach out if you have any questions.

Sincerely,

Jason Wheeler
Executive Director
801.355.7085

ADDITIONAL INFORMATION

ORGANIZATION BACKGROUND:

Phoenix Services is a Utah based non-profit organization serving people with disabilities (specifically persons recovering from traumatic brain injuries). Clients are provided with a network of supportive services that promote and facilitate independent living and finding dignifying work in the community.

INTENDED PROPOSAL:

Low Density Mixed-Use Facility (Urban residential/commercial)

(a) Purpose: A low-density mixed-use facility is intended to meet a balanced mixture of low-density housing combined with complimentary and supporting land uses that serve an area and are developed harmonically with characteristics of existing facilities.

(b) The main purpose for the Phoenix Services expansion is to meet the growth of the organization and provide greater supportive services for existing and future clients.

(c) The new facility will house the organization’s day-to-day operations in combination with transitional housing for existing and future clients. In addition to office space, the ground floor will also have allocated training space for clients and community members. The facility’s new location is in close proximity to public transportation that can be utilized by both clients and employees.
PRECEDE nT STUDIES

The Junction - Omaha, NE
CLEARFIELD CITY ORDINANCE 2017-01

AN ORDINANCE AMENDING THE CLEARFIELD CITY GENERAL PLAN

PREAMBLE: This Ordinance changes the land use classification from Commercial to Mixed Use in the Clearfield City General Plan for property located at approximately 1129 South State Street (TIN: 12-309-0001).

WHEREAS, the property located at approximately 1129 South State Street (TIN: 12-309-0001) consists of approximately 0.31 acres and currently has a land use designation of Commercial in the Clearfield City General Plan; and

WHEREAS, the property owner has requested an amendment to the Future Land Use Map of the General Plan to change the land use designation for property located at approximately 1129 South State Street (TIN: 12-309-0001) from Commercial to Mixed Use; and

WHEREAS, the property has remained undeveloped for many years and could benefit from investment and additional development along the corridor; and

WHEREAS, the applicant believes the highest and best use for the property would be to expand the services provided by Phoenix Services, an organization that “…Empowers people with brain injuries and others who need customized, unique and individual support to maximize their potential by being part of their community and achieving personal goals…”; and

WHEREAS, the request is consistent with the goals and policies of the City’s General Plan and the change in land use complements the intent of the Downtown Small Area Plan and could increase the value and opportunity for the area; and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended the Clearfield City Council approve the applicant’s request to change the future land use from Commercial to Mixed Use for property located at approximately 1129 South State Street (12-309-0001); and

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

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

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing as well as the Planning Commission’s recommendations regarding the proposed modifications; and
WHEREAS, following its public deliberation, the City Council has determined that changing the future land use classification on the Future Land Use Map of the City’s General Plan from Commercial to Mixed Use for property located at approximately 1129 South State Street (TIN: 12-309-0001) is in the best interests of Clearfield City and its residents;

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

Section 1. General Plan Amendment: The future land use classification for the 0.31 acres of property located at approximately 1129 South State Street (TIN: 12-309-0001) be changed from Commercial to Mixed Use and that said change be incorporated into and reflected by the City’s General Plan and its Future Land Use Map.

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

DATED this 28th day of February, 2017, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

__________________________
Mark R. Shepherd, Mayor

ATTEST

__________________________
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:
CLEARFIELD CITY ORDINANCE 2017-02

AN ORDINANCE REZONING THE PROPERTY LOCATED AT APPROXIMATELY 1129 South State Street (TIN: 12-309-0001) IN CLEARFIELD, DAVIS COUNTY, UTAH, FROM (C-2) COMMERCIAL TO (C-R) COMMERCIAL RESIDENTIAL AND THEN AMENDING THE CLEARFIELD CITY ZONING MAP ACCORDINGLY.

PREAMBLE: This Ordinance rezones property located at approximately 1129 South State Street (TIN: 12-309-0001) in Clearfield, Davis County, Utah, from (C-2) Commercial to (C-R) Commercial Residential and then amends the City’s Zoning Map to reflect those changes.

WHEREAS, pursuant to an application received by the City’s Community Development department, the City Council must consider a change in the zoning for the property located at approximately 1129 South State Street; and

WHEREAS, following proper notice, as set forth by state law and the City’s Land Use Ordinance, the City Council held a public hearing on the application for a change in the zoning for this property and allowed for public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the developer/landowner’s position, as well as the Planning Commission’s recommendations regarding the proposed rezone; and

WHEREAS, following its public deliberation, the City Council has determined the zoning change listed below is in the best interests of Clearfield City and its residents and will most effectively implement the City’s planning efforts while allowing the subject property to be put to its highest and best use;

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

Section 1. Zoning Changes: The zoning for the following property will be hereby changed as follows:

Property located at approximately 1129 South State Street, (TIN: 12-309-0001) in Clearfield, Davis County, Utah, from (C-2) Commercial to (C-R) Commercial Residential.

Section 2. Amendments to Zoning Map: The Clearfield City Zoning Map is hereby amended to reflect the changes in zoning outlined in Section 1 above and the City’s Development Services Manager is hereby directed to have a new Zoning Map prepared showing said rezoning.

Section 3. Effective Date: This Ordinance shall become effective only upon its posting in three public places within Clearfield.
Dated this 28th day of February, 2017, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

______________________________
Mark R. Shepherd, Mayor

ATTEST

______________________________
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

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<th>Trans World Park</th>
<th>North Sound Park</th>
<th>Southwest Park (Fish)</th>
<th>Southwest Park (Recreational)</th>
<th>2nd South Park</th>
<th>Convention Park</th>
<th>Island View Park</th>
<th>Central Park</th>
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### Notes
- The table above outlines various options for park expansions, including race options and total projected outcomes.
- Each section highlights different aspects of the parks, such as race distances and total projected outcomes.
- The data is presented in a clear, organized format to facilitate easy understanding and analysis.

---

*Note: Additional notes and context may be included to complement the table data.*
HILL AIR FORCE BASE, UTAH

LICENSE NO. USAF-AFMC-KRSM-

LICENSE

BETWEEN

CLEARFIELD CITY

AND

THE UNITED STATES AIR FORCE

WHEREAS Clearfield City (hereinafter Grantor) whose address is 55 South State Street, Clearfield UT 84015, has agreed to grant the United States Air Force (hereinafter “USAF”), a license which allows the USAF to locate and maintain groundwater monitoring wells and conduct groundwater and soil testing in connection with groundwater monitoring project, on certain real property (hereinafter “Premises”) which is owned by the Grantor. The Premises are located in Davis County, Utah and particularly described as follows:

Portions of NW ¼ Section 1, T 4N, R 2W, SLB&M;
Portions of SE ¼ Section 35, T 5N, R 2W, SLB&M;
Portions of SW ¼ Section 35, T 5N, R 2W, SLB&M

As delineated on maps marked Exhibit A and described on Exhibit B attached hereto and made a part hereof.

AND WHEREAS the Grantor and the USAF agree as follows:

AGREEMENT

1. To have access to the Premises for a term of one (1) year beginning 1 April 2017 through 31 March 2018. The USAF shall have four one-year options to renew this License, and provided that unless and until the USAF shall give notice of termination in accordance with provision 6 hereof, this License shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for payment of rentals. This License shall in no event extend beyond 31 March 2022.

2. In consideration of and for the rights granted under this license, and subject to the availability of appropriations therefore, the USAF shall pay the Grantors rent at the following rate: $4,560.00 per year, payable at the end of the term and at the end of each renewal term. Payment shall be made by the Defense Finance and Accounting Service. If the License is terminated for any reason before the end of a full term, rental periods of less than one year shall be prorated.
3. The route of ingress or egress onto the property shall only be over the approximate route as marked on the attached map (Atch 1). It is agreed that the USAF will have access daily to the property by vehicle to take water samples. The USAF agrees to carry out its operations at its own risk and expense, and the Grantor shall not be responsible or liable for any injuries to persons or damage to property when such injuries or damage is caused by or results from the operations, acts or omissions of the USAF in the exercise of its rights and use of the Premises under this License and is not due to the negligence of the Grantor. Rental amounts include damage to crops or the property due to our ingress and egress onto the property by the designated route specified on attached map.

4. The Grantor agrees that access to the premises shall be granted to the Utah Department of Environmental Quality, or its successor, under the same conditions as access is granted to the USAF. If Grantor decides to sell any interest in the premises, Grantor shall inform the purchaser of the terms of this License before the sale is finalized. Grantor also agrees to notify by certified mail, the Hill Air Force Base Installation Support Team of the Environmental Directorate – Operations for the Air Force Civil Engineer Center (AFCEC/CZO), 7290 Weiner Street, Building 383, Hill AFB UT 84056-5003 of Grantor’s intent to sell the property at least 30 days prior to any conveyance of the granted property. If Grantor fails to notify the USAF of the sale, all rentals accrued during the preceding payment period shall be forfeited.

5. The USAF shall have the right, during the existence of this License to attach fixtures, and erect structures or signs, in or upon the premises hereby granted. Said fixtures shall consist of fifty-four (54) monitoring wells, twenty (20) injection wells and two (2) soil vapor probes to be placed in the approximate location as indicated on attached map. Any such fixtures, structures, or signs, so placed upon or attached to the said premises shall be and remain the property of the USAF and may be removed or otherwise disposed of by the USAF.

6. The USAF may terminate this License at any time by giving thirty (30) day notice in writing to the Grantor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this License shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the USAF shall be addressed to the Grantor. If given by the Grantor shall be addressed to 75 CEG/CL, 5713 Lahm Lane, Bldg 593 N, Hill AFB Utah 84056-5410.

8. The Grantor warrants that no person or selling agency has been employed or retained to solicit or secure this License upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty the USAF shall have the right to annul this License without liability or in its discretion to deduct from the license price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.
10. (a) The USAF may, by written notice to the Grantor, terminate the right of the Grantor to proceed under this License if it is found, after notice and hearing, by the Secretary of the Air Force or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise), were offered or given by the Grantor, or any agent or representative of the Grantor, to any officer or employee of the USAF with a view toward securing a license or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such license; provided that the existence of fact upon which the Secretary of the Air Force or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

(b) In the event this License is terminated as provided in paragraph (a) hereof, the USAF shall be entitled (i) to pursue the same remedies against the Grantor as it could pursue in the event of a breach of the License by the Grantor, and (ii) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Grantor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the USAF provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

11. Within 90 days after termination or expiration of this License, the USAF, at its cost and expense shall, subject to the availability of appropriations therefore, remove all above ground structures, signs and other appurtenances installed on the Premises, remove and cap the monitoring wells to natural ground level, and use all practicable efforts to return all affected ground surfaces of the Premises to the condition that existed immediately prior to initiation of the operations, reasonable wear and tear and damage by the elements or other circumstances over which the USAF has no control excepted.

12. The Grantor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Grantor involving transactions related to this License.

13. This agreement may only be modified or amended by mutual agreement of the parties in writing and signed by each of the parties hereto.

14. The Grantor warrants they are the owners of the property and if it is later determined they are not the owners, will reimburse the USAF for rentals paid during the term of this License.

15. If Grantor is a corporation, partnership, trust, estate or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind Grantor.

16. The conditions of this instrument shall extend and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the Grantor.
17. The invalidity of any claims, part or provision of this agreement shall not affect the validity of the remaining portion or portions hereof.

18. This License is not subject to Title 10, U.S.C. 2662.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their name.

CLEARFIELD CITY

MARK SHEPHERD
Mayor

Date

THE UNITED STATES AIR FORCE

JENNIFER HAMMERSTEDT, Colonel, USAF
Commander, 75th Air Base Wing

Date

APPROVED AS TO LEGAL FORM:

USAF Attorney: [Signature]
Date: 24 Jan 2017

CZOM-R: [Signature]
24 Jan 2017
# 2017 Clearfield City Lease Monitoring Well List

## T4N R2W

**Section 1 NW 1/4**

**Parcel Prefix:** 12-006

<table>
<thead>
<tr>
<th>Parcel #: Street</th>
<th>Monitoring Well</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>U10-017 (abandoned)</td>
<td>Abandoned Monitoring Well</td>
<td>In street near 8 Sycamore Circle</td>
</tr>
</tbody>
</table>

**Parcel Prefix:** 12-009

<table>
<thead>
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<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>U10-016 (abandoned)</td>
<td>Abandoned Monitoring Well</td>
<td>In street near 128 N Terrace Dr</td>
</tr>
</tbody>
</table>

## T5N R2W

**Section 35 SE 1/4**

**Parcel Prefix:** 14-081

<table>
<thead>
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<th>Parcel #: Street</th>
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<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>U10-060</td>
<td>Monitoring Well</td>
<td>In street near 649 W 600 N</td>
</tr>
<tr>
<td>U10-065</td>
<td>Monitoring Well</td>
<td>In street near 581 N 625 W</td>
</tr>
<tr>
<td>U10-068A-B (one location)</td>
<td>Monitoring Well</td>
<td>In street near 581 N 625 W</td>
</tr>
<tr>
<td>U10-141A-B (one location)</td>
<td>Monitoring Well</td>
<td>In street near 575 N 625 W</td>
</tr>
</tbody>
</table>

**Parcel Prefix:** 14-083

<table>
<thead>
<tr>
<th>Parcel #: Street</th>
<th>Monitoring Well</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>U10-020</td>
<td>Monitoring Well</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>U10-021</td>
<td>Monitoring Well</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>U10-024</td>
<td>Monitoring Well</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>U10-027</td>
<td>Monitoring Well</td>
<td>In street near 564 N Ann St</td>
</tr>
<tr>
<td>U10-028</td>
<td>Monitoring Well</td>
<td>In street near 268 W 550 N</td>
</tr>
<tr>
<td>U10-029</td>
<td>Monitoring Well</td>
<td>In street near 259 W 550 N</td>
</tr>
<tr>
<td>U10-036</td>
<td>Monitoring Well</td>
<td>In street near 213 W 650 N</td>
</tr>
<tr>
<td>U10-039</td>
<td>Monitoring Well</td>
<td>In street near 271 W 650 N</td>
</tr>
<tr>
<td>U10-041</td>
<td>Monitoring Well</td>
<td>In street near 319 W 700 N</td>
</tr>
<tr>
<td>U10-044</td>
<td>Monitoring Well</td>
<td>In street near 658 N ANN ST</td>
</tr>
<tr>
<td>U10-045</td>
<td>Monitoring Well</td>
<td>In street near 600 N ANN ST</td>
</tr>
<tr>
<td>U10-063</td>
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<td>In street near 268 W 550 N</td>
</tr>
<tr>
<td>U10-064</td>
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<td>In street near 269 W 550 N</td>
</tr>
<tr>
<td>U10-066</td>
<td>Monitoring Well</td>
<td>In street near 268 W 550 N</td>
</tr>
<tr>
<td>U10-075A-B (one location)</td>
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<td>In street near 585 N Ann St</td>
</tr>
<tr>
<td>U10-076A-B (one location)</td>
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<td>In street near 564 N Ann St</td>
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<tr>
<td>U10-077A-B (one location)</td>
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<td>In street near 312 W 650 N</td>
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<td>U10-143</td>
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<td>U10-182</td>
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<td>In street near 229 W 550 N</td>
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<tr>
<td>U10-215</td>
<td>Injection Well</td>
<td>In street near 584 N 200 W</td>
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<tr>
<td>U10-216</td>
<td>Injection Well</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>U10-217 (abandoned)</td>
<td>Abandoned Injection Well</td>
<td>In street near 584 N 200 W</td>
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<tr>
<td>U10-218</td>
<td>Injection Well</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>U10-219</td>
<td>Injection Well</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>U10-220</td>
<td>Injection Well</td>
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<tr>
<td>U10-221</td>
<td>Injection Well</td>
<td>In street near 569 N 200 W</td>
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<tr>
<td>U10-222</td>
<td>Injection Well</td>
<td>In street near 569 N 200 W</td>
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<tr>
<td>U10-223</td>
<td>Injection Well</td>
<td>In street near 569 N 200 W</td>
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<tr>
<td>U10-224</td>
<td>Injection Well</td>
<td>In street near 569 N 200 W</td>
</tr>
<tr>
<td>U10-247 (proposed)</td>
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<td>In street near 590 N 200 W</td>
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<tr>
<td>U10-248 (proposed)</td>
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<td>In street near 585 N 200 W</td>
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<tr>
<td>U10-519</td>
<td>Soil Vapor Probe</td>
<td>In street near 584 N 200 W</td>
</tr>
<tr>
<td>Parcel Prefix: 14-084</td>
<td>Parcel #: Street</td>
<td>Parcel #: Street</td>
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<tr>
<td>---------------------</td>
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<td>U10-023</td>
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<td>U10-035</td>
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<td>U10-181</td>
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<td>U10-225</td>
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<td>U10-228</td>
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<td>U10-230</td>
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<td>U10-233</td>
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<tr>
<td>U10-525</td>
<td>Soil Vapor Probe</td>
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<td>In street near 455 N ANN ST</td>
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<td>U10-031</td>
<td>Monitoring Well</td>
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<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>In street near 464 N VICKIE LN</td>
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<tr>
<td>U10-032</td>
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<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>In street near 464 N VICKIE LN</td>
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<th>Parcel #: Street</th>
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<td>Monitoring Well</td>
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<td>In street near 310 W 750 N</td>
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<tr>
<td>U10-037</td>
<td>Monitoring Well</td>
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<td>Monitoring Well</td>
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<td>In street near 125 W 750 N</td>
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<td>U10-040</td>
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<td>In street near 191 W 750 N</td>
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<tr>
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<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>In street near 191 W 750 N</td>
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<tr>
<td>U10-142</td>
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<td>Monitoring Well</td>
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<td>Monitoring Well</td>
<td>In street near 173 W 700 N</td>
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<tr>
<td>U10-144</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>In street near 756 N Ann St</td>
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<table>
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<tr>
<th>Parcel Prefix: 14-088</th>
<th>Parcel #: Street</th>
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<tbody>
<tr>
<td>U10-042</td>
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<td>In street near 107 W 700 N</td>
</tr>
<tr>
<td>U10-062</td>
<td>Monitoring Well</td>
<td>Monitoring Well</td>
<td>In street near 106 W 700 N</td>
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<table>
<thead>
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<th>Parcel Prefix: 14-090</th>
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<tbody>
<tr>
<td>U10-034</td>
<td>Monitoring Well</td>
<td>In street near 26 SOUTH VILLA DR</td>
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<table>
<thead>
<tr>
<th>Parcel Prefix: 14-091</th>
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<td>U10-033</td>
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<thead>
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<th>Parcel Prefix: 14-236</th>
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<tbody>
<tr>
<td>U10-061</td>
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<td>In street near 495 N KERSH DR</td>
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<table>
<thead>
<tr>
<th>Section 35 SW 1/4</th>
<th>Parcel Prefix: 14-081</th>
<th>Parcel #: Street</th>
<th>Monitoring Well</th>
</tr>
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<tbody>
<tr>
<td>U10-069A-B (one location)</td>
<td>Monitoring Well</td>
<td>In street near 659 W 650 N</td>
<td></td>
</tr>
<tr>
<td>U10-070A-B (one location)</td>
<td>Monitoring Well</td>
<td>In street near 633 N 675 W</td>
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<tr>
<td>U10-071A-B (one location)</td>
<td>Monitoring Well</td>
<td>In street near 561 N 700 W</td>
<td></td>
</tr>
<tr>
<td>U10-072A-B (one location)</td>
<td>Monitoring Well</td>
<td>In street near 659 W 650 N</td>
<td></td>
</tr>
<tr>
<td>U10-139A-C (one location)</td>
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<td>In street near 633 N 675 W</td>
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<td>U10-140A-C (one location)</td>
<td>Monitoring Well</td>
<td>In street near 657 W 700 N</td>
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<td>U10-145</td>
<td>Monitoring Well</td>
<td>In street near 659 W 650 N</td>
<td></td>
</tr>
<tr>
<td>U10-146</td>
<td>Monitoring Well</td>
<td>In street near 612 N 675 W</td>
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</tr>
<tr>
<td>U10-148</td>
<td>Monitoring Well</td>
<td>In street near 672 W 550 N</td>
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<table>
<thead>
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<tbody>
<tr>
<td>U10-072A-C (one location)</td>
<td>Monitoring Well</td>
<td>In street near 513 N 700 W</td>
</tr>
<tr>
<td>U10-073</td>
<td>Monitoring Well</td>
<td>In street near 491 N 700 W</td>
</tr>
<tr>
<td>U10-074</td>
<td>Monitoring Well</td>
<td>In street near 569 W 450 N</td>
</tr>
<tr>
<td>U10-147</td>
<td>Monitoring Well</td>
<td>In street near 492 N 500 W</td>
</tr>
</tbody>
</table>
Monitoring Wells: 54
Injection Wells: 18
Soil Vapor Probes: 2
Proposed Injection Wells: 2

Total locations: 76

Abandoned Injection Wells: 1
Abandoned Monitoring Wells: 2
AGREEMENT

This Agreement is made and entered into this ___ day of ____________, 2017 by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as “County,” and ______________ CITY, a municipal corporation of the State of Utah, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, pursuant to Section 20A-1-201.5 and 20A-1-202, Utah Code Ann. (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2017 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, to enter into this Agreement:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City if needed for the primary election in August 2017, and if needed for the general election in November 2017 the following:

   a. Test, program, assemble and make available to City voting machines and poll supplies.

   b. Provide for delivery and retrieval of voting equipment.
c. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information.

d. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation.

e. Provide electronic ballot files for Optical Scan Ballots printing.

f. Provide Information System assistance which includes, but is not necessarily limited to election programming, tabulation, programmers and technicians.

g. Canvass reports.

h. Electronic tabulation results transmitted to the Office of the Lieutenant Governor.

i. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting.

j. Recruit poll workers; provide training, scheduling, supplies and compensation.

k. Publish legal notices which include, polling locations, sample ballots public demonstration and election results.

l. Provide preparation and personnel for the public demonstration of the tabulation equipment.

m. If required, in cooperation with the City, conduct an election audit.

n. Store all election returns for the required twenty-two (22) months.

2. _________________ City agrees to do the following:

a. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law.
b. Enter into a polling location Hold Harmless Agreement, if needed.

c. Declaration of Candidacy filing.

d. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.

e. Approve the election plan, which includes, but is not necessarily limited to accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments.

f. City’s legislative body poll worker approval.

g. Proof and approve the accuracy of the printed and audio of ballot formats.

h. Arrange and conduct election canvass.

i. Prepare candidate certificates.

j. Perform all other election related duties and responsibilities not outlined in this agreement but required by law.

k. City agrees to pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations beyond the normal wear and tear.

3. Both parties agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.
5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until 30 days after the election or upon invoicing, whichever occurs later.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

8. This Agreement is conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with Utah Code Ann. §11-13-202.5.

9. This Agreement is conditioned upon written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann. §11-13-202.5.

10. This Agreement is conditioned upon the Agreement being filed with the keeper of records for both the City and the County in accordance with Utah Code Ann. §11-13-202.5.

11. No separate legal entity is created by this Agreement.

12. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

13. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make
any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

14. 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.

15. The parties hereto shall be responsible for their respective attorneys’ fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys’ fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

16. 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.

17. If any part or provision of this Agreement is found to be 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 prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such 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 prohibited or unenforceable, shall remain in full force and effect.

18. 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 under this Agreement.

19. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.
DAVIS COUNTY

By___________________________

Jim Smith, Chair
Davis County Commission

ATTEST:
__________________________
Curtis Koch
Davis County Clerk/Auditor

Attorney Approval:
The undersigned, the authorized attorney of Davis County, approves the foregoing Agreement as to form and compatibility with State law:

_______________________________
Neal Geddes
Chief Civil Deputy County Attorney

_______________________________
_______________ CITY

By____________________________

ATTEST:
__________________________
_______________ City Recorder

Attorney Approval
The undersigned, the authorized attorney of _____________ City, approves the foregoing Agreement as to form and compatibility with State law:

_______________________________
_______________________________ City Attorney
CLEARFIELD CITY RESOLUTION 2017R-03

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY PROVIDING THE TERMS FOR ASSISTING THE CITY WITH ITS MUNICIPAL ELECTION

WHEREAS, Clearfield City is authorized to hold municipal elections in each odd-number year; and

WHEREAS, Chapter 5, Title 20A, Utah Code Ann. (1953) as amended allows the election officer to employ and agent professional services to assist with conducting an election; and

WHEREAS, Davis County has equipment and resources needed to carry out an election and is willing to make those resources available for the City’s needs during its municipal elections; and

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Ann. (1953) as amended, to enter into an agreement.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the attached Interlocal Agreement with Davis County for assistance with election services is approved and the Mayor is authorized to execute the agreement.

Passed and adopted by the City Council at its regular meeting on the 28th day of February, 2017.

ATTEST

CLEARFIELD CITY CORPORATION

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

VOTE OF THE COUNCIL

AYE:

NAY: