



NORTH DAVIS FIRE DISTRICT
ADMINISTRATIVE CONTROL BOARD
Station 41, 381 North 3150 West
West Point City, UT 84015
(801)525-2850 ext. 102

Gary Petersen, Chairman
Mark Shepherd, Vice-Chairman
Erik Craythorne, Member
Howard Madsen, Member
Jerry Chatterton, Member
Nike Peterson, Member
Tim Roper, Member
Scott Wiggill, Member
Dave Nelson, Member

Mark Becraft, Fire Chief
John Taylor, Deputy Fire Chief

**NOTICE & AGENDA
MAY 16, 2019 at 6:00 PM**

1. **Call to Order**
2. **Invocation or Inspirational Thought** *(Please contact the District Clerk to request permission to offer the invocation or inspirational thought)*
3. **Pledge of Allegiance**
4. **Citizen Comment** *(If you wish to make comment to the Board, please use the podium and clearly state your name, address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Board to receive new information and perspectives)*
5. **Consideration of Approval of Minutes from the April 18, 2019 Board Meeting**
6. **Consideration of Approval of the North Davis Fire District Bills for April 2019**
7. **Consideration of Approval of the North Davis Fire District Financial Report**
8. **Discussion and Consideration of Resolution 2019R-04, a Resolution Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non- Emergency Services Provided/Rendered by the North Davis Fire District.**
 - a. **Public Hearing**
 - b. **Action**
9. **Discussion and Consideration of Resolution 2019R-05, a Resolution Approving and Adopting the North Davis Fire District Fee Schedule**
 - a. **Public Hearing**
 - b. **Action**
10. **Discussion and Consideration of Resolution 2019R-06, a Resolution Approving and Adopting the North Davis Fire District Tentative Budget for Fiscal Year 2020 (July 1, 2019 – June 30, 2020)**
 - a. **Public Hearing**
 - b. **Action**
11. **Discussion and Consideration of Resolution 2019R-07, a Resolution Approving an Interlocal Cooperation Agreement between Clearfield Community Development and Renewal Agency and North Davis Fire District**
 - a. **Action**
12. **Discussion of Organizational Structure of the North Davis Fire District**
13. **Fire Chiefs Report**
14. **Other**
15. **Consideration of Adjourning into a Closed Session**
 - a. **Motion to Open a Closed Session**
 - b. **Pursuant to §52-4-205 (1)(a), Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual**
 - c. **Motion to Adjourn Closed Session and Enter into The General Session**

16. Consideration and Possible Action Resulting from Closed Executive Session

17. Motion to Adjourn

Dated and Posted this 11th Day of May, 2019



Misty Rogers, District Clerk

On May 11, 2019, a copy of the foregoing notice was posted in conspicuous view in the front foyer of the North Davis Fire District Offices, on the North Davis Fire District website at <http://northdavisfiredistrict.com> and State of Utah Public Meeting Notice website at <http://pmn.utah.gov>. – Misty Rogers, District Clerk.

Board Members may participate in the meeting via telephonic communication. If a Board Member does participate via telephonic communication, the Board Member will be on speakerphone. The speakerphone will be amplified so that the other Board Members and all other persons' present will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Misty Rogers, District Clerk, at (801) 525-2850 ext. 102 at least 24 hours prior to the meeting. If you would like to submit written comments on any agenda item they should be received by the District Clerk no later than the Wednesday prior to the meeting at noon. Comments can be emailed to mrogers@nofires.org.

DRAFT



**North Davis Fire District
Administrative Control Board Meeting
381 North 3150 West
West Point City, UT 84015**

**April 18, 2019
6:00 PM**

Meeting minutes from the North Davis Fire District Administrative Control Board Meeting held at 6:00 PM on April 18, 2019 at Station 41, 381 North 3150 West, West Point City, Utah 84015.

Board Members Present: Chairman Gary Petersen, Howard Madsen, Nike Peterson, Tim Roper, Jerry Chatterton, and Dave Nelson

Board Members Excused: Vice-Chairman Mark Shepherd, Scott Wiggill and Erik Craythorne

Staff Present: Fire Chief Mark Becraft, Deputy Fire Chief John Taylor, District Clerk Misty Rogers and Treasurer Nicole Nelson

Visitors: None

- 1. Call to Order:** Chairman G. Petersen called the Administrative Control Board Meeting to order.
- 2. Invocation or Inspirational Thoughts:** Provided by Board Member Nelson
- 3. Pledge of Allegiance:** Repeated by All
- 4. Citizen Comment:** None
- 5. Consideration of Approval of Minutes from the March 21, 2019 Board Meeting**
Board Member Madsen motioned to approve the minutes from the March 21, 2019 Administrative Control Board Meeting. Board Member Chatterton seconded the motion. The motion passed unanimously.

Chairman G. Petersen happily stated that the annexation of Sunset City had been complete and that Board Members' Madsen and Wiggill were now voting-members of the Administrative Control Board. Chairman G. Petersen then stated that the motion to approve the minutes was Board Member Madsen's first motion as a voting member of the board.

Ms. Rogers stated that after reorganize of the District is complete, board members will be sworn in as the North Davis Fire District Board of Trustees.

- 6. Consideration of Approval of the North Davis Fire District Bills for March 2019**
Chief Becraft stated that the end of Fiscal Year 2019 is quickly approaching. He then stated that property tax revenues are on target; however, the District must reimburse Davis County approximately \$113,000. Chief Becraft explained that that Davis County disbursed approximately \$113,000 in

property tax revenue to the District instead of holding it for Community Development Renewal Agency (CDRA) increment payments. Davis County will hold property tax distributions from the North Davis Fire District until the wrongly disbursed funds are paid back in full.

Chief Becraft stated that the North Davis Fire District is busy, call volumes and the amount of service being provided to the public continue to increase. He stated that ambulance revenue continues to be received; however, it is becoming more and more difficult to collect payments. Chief Becraft stated that because of ambulance collections are volatile, the projected revenues in Fiscal Year 2020 will remain the same or possibly less than in Fiscal Year 2019.

Board Member N. Peterson asked Ms. Rogers to explain the "catch-up" payroll included in the expenditure report. Ms. Rogers stated that because of 12-day pay cycles, full-time firefighters of the North Davis Fire District receive 30 paychecks per year. This means that every quarter, full-time firefighters receive one "catch-up" paycheck in addition to regular payroll. Board Member N. Peterson then asked Ms. Rogers to explain a purchase made at Sam's Club for \$2,427. Ms. Rogers stated that in the past when meetings and trainings were held at Station 41, the District would borrow folding chairs from West Point City. Administration deemed it necessary to purchase folding chairs instead of continuing to borrow them from West Point City. Ms. Rogers stated that the purchase of chairs for the training room at Station 41 is included in the Fiscal Year 2019 Budget.

Board Member Chatterton stated that the expenditure report indicates payments were made for repairs to the 2015 engine. He then asked what type of repairs were made to the engine. Chief Taylor and Ms. Rogers stated that maintenance to Rescue Engine 41 included the actuator motor repair, door handle repair and a coolant repair. Chief Becraft stated the District strives to keep vehicles and equipment in good operating condition and that repairs are completed as soon as they are needed. He then stated that it can be difficult to project vehicle repairs and associated costs.

Board Member N. Peterson motioned approve the North Davis Fire District Bills for March 2019. Board Member Nelson seconded the motion. The motion passed unanimously.

7. Consideration of Approval of the North Davis Fire District Financial Report

Chief Becraft stated that due to unforeseen illnesses and other life events, employee wages within the Fiscal Year 2019 Budget may need to be amended.

Board Member Chatterton stated that a firefighter of the North Davis Fire District had recently been diagnosed with cancer. He then asked if administration could update the board on the status of the firefighter. Chief Taylor confirmed that several months ago, a firefighter of the District had been diagnosed with cancer. The firefighter has undergone necessary treatment and returned to work.

Chief Becraft stated nearly two years ago, the North Davis Fire District Administrative Control Board approved a cancer policy for all full-time employees of the District. The cancer policy provided by the District proved to be a blessing to the employee and his family during this difficult situation. Chief Becraft thanked the Administrative Control Board for caring about the employees of the District.

Board Member Roper motioned to approve the Financial Report for the North Davis Fire District. Board Member Madsen seconded the motion. The motion passed unanimously.

8. Discussion and Consideration of Appointment of North Davis Fire District Treasurer
(Discussed after the agenda items 9 and 10 but before item 11)

Chief Becraft stated that approximately one-month ago, he and Ms. Rogers had met with Ms. Nicole Nelson (employee of Child Richards CPAs) to discuss the North Davis Fire District and the treasurer position. He then stated that over the past few weeks, Ms. Nelson has worked with Ms. Rogers to draft the upcoming budget document in addition to providing the District with accountant and treasurer services. Chief Becraft stated that Ms. Nelson has been “a breath of fresh air” and will be an asset to the District. He introduced Ms. Nicole Nelson to the Administrative Control Board and then recommended that she be appointed as the Treasurer of the North Davis Fire District.

Ms. Nelson expressed her excitement to work with the North Davis Fire District. She then stated that she has worked in the field of accounting for nearly 20 years and has experience with governmental accounting and audits. Ms. Nelson stated that she hopes to bring new perspectives to the District.

Board Member Madsen motioned to appoint Ms. Nicole Nelson as the Treasurer of the North Davis Fire District. Board Member Nelson seconded the motion. The motion passed unanimously.

Board Member Chatterton expressed his support of Ms. Nelson. He then stated that perspectives and ideas could be a benefit to the North Davis Fire District.

(agenda item 11 discussed next)

9. Discussion of and Consideration of Resolution #2019R-01, Adoption of The 2018 Edition of The International Fire Code (IFC), as Adopted and Amended by the State of Utah, Including Appendices B,C, and D, and The Current Editions of The National Fire Protection Association (NFPA) Standards, as The Official Fire Official Fire Code for The Jurisdictional Areas of the North Davis Fire District

Chief Taylor stated that approximately every three years, the State of Utah adopts the International Fire Code (IFC), however, the State of Utah does not adopt the Appendices. He then stated that because the North Davis Fire District does enforce the International Fire Code and the Appendices, the Administrative Control Board should formally adopt their usage. Chief Taylor informed the board that Resolution 2019R-01 also includes code enforced by the District but not adopted by the State of Utah. For example, the District will require that all buildings with a fire sprinkler suppression system to install a “Knox Box” on the outside of the building. This box will allow for the fire department to access the building during an emergency situation and turn off the fire sprinkler system to limit the damage to the property. Chief Taylor then recommended that the Administrative Control Board adopt Resolution No. 2019R-01 (effective, July 1, 2019). He then stated that after adoption, a copy of Resolution 2019R-01 will be sent to the office of the Utah State Fire Marshall for posting.

Chief Becraft stated that most city ordinances already coincide with that being proposed to the Administrative Control Board. He then stated that the District has and will continue to enforce gallons per-minute and cul-de-sac lengths. Chief Taylor stated that the three main Appendices used by the North Davis Fire District pertain to fire flow calculations and the amount water flow, hydrant placement and fire department access roads. Chief Becraft stated that that language included in Resolution 2019R-01 will permit the Fire Chief and Fire Marshall to work with a city if ordinances and code do not coincide to determine if an alternative solution is plausible.

Board Member Chatterton motioned to approve Resolution #2019R-01, Adoption of the 2018 Edition of the International Fire Code (IFC), as Adopted and Amended by the State of Utah, Including Appendices B,C, and D, and The Current Editions of The National Fire Protection Association (NFPA) Standards, as The Official Fire Official Fire Code for The Jurisdictional Areas of the North Davis Fire District. Board Member Roper seconded the motion. The motion passed unanimously.

Roll Call Vote:

Chairman G. Petersen - aye	Board Member Chatterton - aye
Board Member N. Peterson – aye	Board Member Madsen - aye
Board Member Nelson – aye	Board Member Roper - aye

10. Discussion of Consideration of Resolution # 2019R-02, Amending the North Davis Fire District Policies and Procedures Manual, Section 211, Hours of Work

Chief Taylor stated that the scheduling/time management software utilized by the District allows for digital timecard keeping. After much discussion and beta testing, administration has decided to transition from paper to digital timecards. Chief Taylor stated that the work schedule of each firefighter is placed into the time management software. If adjustments are needed to an employee's schedule, the employee and/or authorized personnel are permitted to adjust their hours within the software. At the end of each shift and at the end of each pay cycle, each employee has the responsibility to verify that their hours of work have been accurately logged in the time management software. At the end of each pay cycle, administration will access a digital timecard report for each employee and payroll will be processed according to the timecard report. Each employee has until Monday morning at 0800 on the week of payday to verify that the hours logged in the time management software are correct and to notify the Human Resources Director of any discrepancies. If no notification is made to the Human Resource Director, the time management report is deemed accurate and payroll will be completed as normal.

Chief Taylor informed the board that beginning on May 9, 2019 the start time of the part-time firefighter slot is 0700 and 1900 and full-time firefighters is 0700. Chief Taylor stated Resolution 2019R-02, amends section 211 of the North Davis Fire District Policy and Procedures Manual to reflect the new time keeping process.

Chief Becraft stated that the administration has reviewed and researched time keeping requirements. He then stated that several surrounding fire departments utilize a digital timecard process is similar to that being proposed. Chief Becraft stated that during his time as a firefighter with other agencies, his Battalion Chief or Captain had the responsibility to track and log his hours of work and that it was his responsibility to verify that his hours were being logged accurately.

Ms. Rogers stated that the proposed policy change clarifies the rights and responsibility of the employee. She then stated that if Resolution 2019R-02 is approved, each employee will be educated on the policy change.

Board Member N. Peterson motioned to approve Resolution No. 2019R-02, Amending the North Davis Fire District Policies and Procedures Manual, Section 211, Hours of Work. Board Member Chatterton seconded the motion. The motion passed unanimously.

Roll Call Vote:

Chairman G. Petersen - aye	Board Member Chatterton - aye
Board Member N. Peterson – aye	Board Member Madsen - aye
Board Member Nelson – aye	Board Member Roper - aye

11. Discussion of Consideration of Resolution No. 2019R-03, Amending the North Davis Fire District Policies and Procedures Manual, Section 501, Employee Benefits; 502, Vacations; 503, Sick Leave; 504, Sick Leave Retirement Benefit; 701 Attendance and Punctuality; and 702, Leaves of Absence

Chief Becraft stated the North Davis Fire District Policy and Procedures Manual is a fluid document and must be amended over time. While reviewing “exempt employees” within the policy it was discovered that vacation accrual rates needed revision, sick and vacation conversion calculations needed to be included, “old” language needed to be removed, and grammatical errors needed to be made. Chief Becraft stated proposed amendments to the North Davis Fire District Personnel Policy and Procedures Manual include but are not limited to the following:

- **Vacation Accrual Rates - Regular Full-Time Employees (not 24-hour shift firefighters)**
Vacation accrual rates for Regular Full-Time Employees will be reduced from 159.9 annually to 120 annually. Regular Full-Time Employees may continue to accumulate a maximum of 240 vacation hours, which may be carried forward to a new calendar year. Unused vacation hours in excess of 240 hours will be forfeited at the end of each
- **Employment Status Change**
24-Hour Shift Firefighters work nearly 2,900 hours and Regular Full-Time and Exempt Employee work 2,080 hours annually. Because 24-Hour Shift Firefighters work more hours annually than Regular Full-Time Employees, they accrue sick and vacation leave at a higher rate. This becomes problematic if a 24-Hour Shift Firefighter changes employment status to Regular Full-Time or Exempt Employee. In the event that a 24-hour Shift Firefighter changes employment status to a Regular Full-time or Exempt Employee, accrued sick and vacation leave will be converted (using a conversion calculation) to that of a Regular Full-Time. Vacation hours in excess of 240 will be paid out to the employee and vacation accrual rates will change to coincide with that Regular Full-Time or Exempt Employee.

Ms. Rogers stated that when the North Davis Fire District created, much of the District’s Policy and Procedure Manual came from Clearfield City. Over the years the policies have been and will continue to be amended to fit the needs of the District. Ms. Rogers then stated that the current leave accrual policy states that Regular Full-Time Employees employed by the District for 10 or more years will accrue approximately 160 hours of vacation leave annually. Ms. Rogers stated that the ability for a Regular Full-Time Employee to accrue 160 hours of vacation is excessive and that it creates a significant liability for the District. She then stated that the policy amendments being proposed to the board also include language stating that if someone calls in sick, then sick leave must be used. If the employee has exhausted all sick leave, then vacation leave could be utilized.

Chairman G. Petersen thanked administration for the research and work put into the proposed amendments and changes to the North Davis Fire District Policy and Procedures Manual.

Board Member N. Peterson asked when the proposed policy would take effect if Resolution 2019R-03 were approved. Ms. Rogers stated Resolution 2019R-03 would become effective immediately upon passage.

Board Member Nelson motioned to approve 2019R-03, Amending the North Davis Fire District Policies and Procedures Manual as outlined. Board Member Chatterton seconded the motion. The motion passed unanimously.

Roll Call Vote:

Chairman G. Petersen - aye

Board Member N. Peterson – aye

Board Member Nelson – aye

Board Member Chatterton - aye

Board Member Madsen - aye

Board Member Roper - aye

12. Discussion of the Reorganization and Organizational Structure of the North Davis Fire District

(Discussed after the agenda items 13, 14, 15 and 16 but before item 17)

Chairman G. Petersen stated that a draft of the organizational structure of the North Davis Fire District had previously been sent out for board review. He expressed his appreciation to everyone who has provided feedback regarding the drafted document. Chairman G. Petersen stated that the current structure of the District utilizes a committee consisting of the Chairman, Vice-Chairman and Fire Chief. He stated that the committee rarely meets other than to review the upcoming budget which had been drafted by administration. However, the Chairman and Chief Becraft keep in frequent contact.

The draft of the Organizational Structure of the North Davis Fire District sent to the board for their review included an Executive Committee and a Nominating Committee. The Executive Committee would consist of the Chairman, First Vice-Chairman, and Second Vice-Chairman and the Fire Chief/CEO. The Nominating Committee would consist of three members, one member from each City within the District who serve on the Board of Trustees. The Nominating Committee would recommend candidates to fill the positions of Chairman, First Vice-Chairman and Second Vice-Chairman. The Nominating Committee would have the duty to provide a list of candidates for each available office to be filled by a quorum election. The Board of Trustees would elect a Second Vice-Chairman of the Board of Trustees. The person elected would then serve a term of two years as second Vice-Chairman, followed by a term of two years as first Vice-Chairman, followed by a term of two years as Chairman. Chairman G. Petersen stated that feedback received regarding the Second-Vice Chairman position had been negative and requested it be removed from the document.

Chairman G. Petersen then stated that a with a nine-member board, and Executive Committee of three board members would be acceptable and would not be considered a “quorum”. He then stated that a rotating Chairman and Vice-Chairman position could continue to be utilized. For example, the Chairman position would rotate from one city to the next every two years. However, this could create issue, with the current makeup of the District it would take six years for the Chairman position to reach each City. The Vice-Chairman would then be elected by the Board of Trustees. Chairman G. Petersen stated that an Executive Committee is a benefit to everyone. The committee could be used as a “sounding board” for administration, to assist with budget review and could provide for more effective communication. Chairman G. Petersen stated that if the Chairman and Vice-Chairman were required to be from different cities, then an Executive Committee could consist of the Chairman, Vice-Chairman, member from the city not represented and the Fire Chief. This would provide each city equal representation when the Executive Committee were to meet.

Board Member Madsen stated that if the Chairman position were to rotate from city to city, the Mayor from each city should assign one member from his/her City Council to serve as the Chairman.

Chairman G. Petersen thanked Board Member Madsen for his comments and stated that he agreed, the Mayor of each City wants the best person possible to represent their City and Fire District. He then stated that regardless if the Mayor of the City were serving on the Board of Trustees, the Mayor could assign one member from his/her City Council to serve as Chairman.

Chairman G. Petersen stated that to be considered for the Chairman position, the individual must have already served on the board for at least two years. This will ensure that the Chairman have some experience. Chief Becraft stated experience to prepare for serving as the Chairman is important. Chairman G. Petersen agreed. He then stated that if the City with the Chairman position did not have an individual who had served on the Board of Trustees for at least two years, the Chairman position would rotate to the next city in line.

Board Member Madsen stated that requiring that an individual have served on the Board of Trustees for at least two years prior to being considered for the Chairman position would eliminate Sunset. He then stated that the current board members from Sunset have not served on the board for two years. Board Member Madsen stated that he understands the need for experience.

Board Member Roper stated that he disagrees with requiring that an individual have served on the board for two-years to be eligible for the Chairman position. He then stated that the two-year requirement creates a "good ole boys club" and it excludes and devalues other board members. Board Member Roper stated that many elected officials without the two-years of experience could be a great asset if they were to serve in Chairman position. He then stated that he would support a one-year eligibility requirement to be considered for the Chairman position.

Chairman G. Petersen thanked Board Member Roper for his input and recommendations. He then stated that he values the feedback that has been provided. Chairman G. Petersen then stated the intent of the two-year eligibly requirement is not to create a "good ole boys club." The intent of the two-year eligibility requirement is to allow for the board members to gain education before they are put into the Chairman position. Chairman G. Petersen then stated that the board is striving to create a system to create good leadership now and for in the future.

Board Member Roper stated that he has faith in a nine-member board to elect a Chairman and Vice-Chairman. He then stated that there is no need for the Chairman position to rotate from city to city.

Board Member Nelson stated that he agrees with Board Member Roper. He recommended regardless of who is elected Chairman and Vice-Chairman, one-member from each city serving on the board be selected to sit on the Executive Committee.

Board Member Madsen stated with the advice and consent of the city council; a Mayor has the right to assign council members to serve on a board. He then recommended that the Mayor from each city recommend one board member from his/her city to be considered for the Chairman position. The board could then elect the Chairman from recommendations from each Mayor.

Board Member N. Peterson stated that she strongly disagrees, a Mayor has the right to assign council members to serve on a board. However, a Mayor not serving on the board should not influence or have any involvement regarding how a board is to be governed. Board Member N. Peterson stated that the North Davis Fire District is septate entity and the board should govern itself. She then stated that it is important for boundaries to exist between the board and cities.

Board Member Madsen stated there are times when he must wear the "Mayor hat" however during a board meeting he is a board member of the North Davis Fire District. He stated that it is important to speak up when appropriate, however it is important to operate as a board.

Board Member Nelson stated that he supports the comments of both Board Member N. Peterson and Board Member Roper. He then expressed the importance of each board member making decisions that are in the best interest of all cities not only the city that they represent.

Board Member Roper apologized for the "good ole boys club" comment. He then expressed concern that eligibility requirements and such could lead someone to believe that a few members of the board were trying to take control.

Board Member Nelson stated that with a nine-member board, it would be nearly impossible for one city to control the happenings of the District.

Chairman G. Petersen stated that whomever is elected as Chairman would non-voting, except in the case of a tied-vote. He then agreed that the board of the North Davis Fire District be operated without boundaries.

Board Member Madsen stated that the Executive Committee should consist of one Board of Trustee from each City.

Chief Becraft stated that his direct supervisor is the Chairman of the board. He then stated that he relies on the communication with the Chairman.

Board Member N. Peterson stated that she understands the need for the Chairman and Vice-Chairman position. However, because of the size of the District she does not see the need for an Executive Committee. Board Member N. Peterson stated only having a Chairman and Vice-Chairman position creates equality in the board.

Chairman G. Peterson stated that he agrees with Board Member N. Peterson. He then stated that the reason that the Executive Committee is being discussed is because there are three cities which create the District. An Executive Committee consisting of one board member from each city would give each city the feeling of being equal.

Board Member Roper stated that a nine-member board should be able to fairly elect a Chairman and Vice-Chairman. He then stated that if information should be passed on, the Chairman has and should continue to notify the board.

Board Member N. Peterson and Board Member Nelson expressed their support of Board Member Madsen and Board Member Wiggill. Board Member Nelson stated that whoever is elected as Chairman will have to learn procedures and fire processes. He then stated that the board should not limit or exclude anyone from the Chairman position.

Board Member Chatterton asked what will happen if a someone serving as Chairman or Vice-Chairman leaves or is not reappointed. Chairman G. Petersen stated in circumstances such as this, the Mayor from that city will appoint a member of their city council to for the remaining term.

Chairman G. Petersen expressed his appreciation to each member of the board. He then summarized the outcome of the discussion of the Administrative Control Board. The intent of the of the board is to remove all boundaries. All board members who have served on the board for two years will be eligible to serve as the Chairman. The Board of Trustees will nominate and elect the Chairman and Vice-

Chairman. The Chairman will be a non-voting member, except in the case of a tie. And, the Chairman position will be limited to two consecutive years.

Board Member Madsen stated that the members of the board have been very welcoming and friendly. He then stated that giving Sunset City equal representation with a nine-member board (3 from each city) is important to him and the residents of Sunset.

Chief Becraft stated that reorganizing of the North Davis Fire District from a Special Service District to a Local District is nearly complete and the organizational structure of district will need to be finalized soon after.

Chairman G. Petersen stated that the draft of the Organizational Structure of the North Davis Fire District will be revised and sent to each board member for their review. He then stated that the Organizational Structure will be discussed again during the May board meeting.

13. Discussion of Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services Provided by the North Davis Fire District

Chief Becraft stated that State Statute allows for Districts to impose or increase a fee for services rendered. The fees assessed for mitigation charges would be sent directly to insurance carriers, not the individual. Chief Becraft then explained that mitigation charges include the imposing of a fee for items such as structure fires, vehicle fires, haz-mat cleanup, extrication, special rescues, etc.

Chief Becraft stated that a firefighter of the North Davis Fire District is also a firefighter for Garland City. This firefighter assisted Garland City with establishing and implementing and currently oversees their mitigation program. It has been reported that in two years of charging and billing insurance carrier's mitigation fees, Garland has received nearly \$30,000 in revenue. Chief Becraft stated that with the assistance of Fire Recovery USA, the North Davis Fire District too could establish and implement a program to charge mitigation rates for the deployment of emergency and non-emergency services. He then stated that the establishment and implementation of the proposed mitigation program could generate \$50,000 of much needed revenue for the District during Fiscal Year 2020. Chief Becraft stated that if the mitigation program is approved, Fire Recovery USA will be instructed to only bill the insurance carriers for mitigation costs. If the insurance carrier denies or does not pay for the claim, the individual will not be billed directly or held responsible.

Chief Taylor informed the board that the North Davis Fire District recently responded to an incident on I-15 involving semi-trailer leaking diesel fuel from the fuel cell. While using District resources and chemical to plug the hole in the fuel cell, the firefighter's turnout gear became saturated with diesel fuel. Because of the contamination, the turnout gear had to be sent to Salt Lake City to be professionally cleaned. If the turnout gear cannot be adequately cleaned and fully free from contamination, the turnout gear can not longer be used and is useless to the District. Chief Taylor then reminded the board that one-set of turnout gear costs the District approximately \$2,200. If mitigation charges could have been assessed to the insurance carrier, the cost of the cleaning and/or replacement of the turnout gear or could have possibly been collected.

Ms. Rogers stated that it is not the intent of the North Davis Fire District to bill the individual. The contract with Fire Recovery USA allows the District to stipulate that only insurance carriers receive a bill and that no one be sent to collections. Ms. Rogers then stated that because of the service area, many of the incidents in which the District responds to involve non-residents.

Chairman G. Petersen stated that many people traveling throughout the District are non-residents who do not pay property taxes to the North Davis Fire District. The District responds to incidents and provides services regardless if they are a resident of the District. He then stated that it may be appropriate to bill insurance carriers for allowable charges.

Chief Becraft stated that administration is “looking outside of the box” to find ways to subsidize costs without having to charge residents of the District more money. He then stated that each year, the North Davis Fire District “writes-off” nearly \$1 million dollars of ambulance billings and current collection amounts indicate a possible decline in revenue. Chief Becraft stated that Fire Recovery USA is a reputable company and the proposed mitigation charges are approved national rates.

Board Member Roper asked how Fire Recovery USA is paid for their service. Chief Becraft stated that Fire Recovery USA will receive 20% of the collection amount. He then informed the board that a few agencies within Utah are utilizing Fire Recovery USA services.

Chief Becraft stated that he and Ms. Rogers recently met with Board Member N. Peterson to discuss the mitigation program, property tax dollars and revenues. During that meeting, reasons as to why the program is needed were discussed. Chief Becraft again stated that it is not the intent of the North Davis Fire District to charge the residents of the District more money.

Board Member Madsen stated charging mitigation costs to insurance carriers is common practice that has occurred for numerous years.

Board Member Chatterton stated that if an insurance policy is written to include payment to the District for specific services then the District should collect the fee when possible. He then stated that the District is not seeking to make money off of the services being provided. The District is seeking ways to offset the cost and “break even” for services being rendered.

Chief Becraft stated that the mitigation program will require that firefighters gather information from those involved in an incident; however, the firefighter or any employee of the District will not determine who is at fault. The information gathered during an incident will be used to bill insurance carriers. The insurance carriers will have the responsibility to determine who is at fault.

Chairman G. Petersen stated during the Truth in Taxation hearing in August 2018, a resident requested that the North Davis Fire District search for alternative funding sources instead of continuing to raise taxes. He stated establishing and implementing mitigation program is an alternative funding source that the board should consider.

Ms. Rogers stated that over the past few years, ambulance revenues have been declining and that in the future, the District may not be able to rely on ambulance collections to offset the budget.

Board Member N. Peterson expressed her appreciation to Chief Becraft and Ms. Rogers for discussing mitigation costs prior to the meeting. She then stated that for the reasons discussed, she will support the establishment and implementation of a mitigation program if billings are sent exclusively insurance providers.

Chief Becraft stated that if the mitigation program is approved, the North Davis Fire District will enter into a contract with Fire Recovery USA. Included with the contract is a questionnaire with regards to who will be billed and if collection services are desired. Chief Becraft stated that the answers on the

questionnaire will clearly state that insurance carriers are the only persons to be billed, residents will not receive a bill and that accounts will not be sent to collections

Board Member G. Petersen clearly stated that the residents of the North Davis Fire District should never feel responsible to pay the mitigation charge. The mitigation program is not intended to be a burden to the residents of the District, the program is intended to help recover costs for services being provided by the District.

Chief Becraft stated that the District could choose to send an individual to collections for mitigation charges if the individual were involved in a felony crime at time of service.

Board Member Chatterton asked if the mitigation charges could be assessed to Freeport Center. Chief Becraft stated yes.

Board Member N. Peterson stated again, she will support the establishment and implementation of a mitigation program, if billings are sent exclusively insurance providers and employees of the District do not try to determine fault.

Board Member N. Peterson motioned to schedule a public hearing on May 16, 2019 at 6:00 pm for the consideration of establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services provided by the North Davis Fire District. Board Member Nelson seconded the motion. The motion passed unanimously.

14. Discussion of Amending the North Davis Fire District Fee Schedule

Ms. Rogers stated minor changes to the North Davis Fire Schedule Fee Schedule include a defined fee for items such system testing, hood testing, food truck inspections and mitigation rates.

Chief Taylor stated that in the past, the District has assessed a \$50 fee for the inspection and testing hood system. He then explained that the installation of a hood system typically requires that the fire marshal perform four inspections. The \$50 fee currently being assessed does not capture the actual time and cost associated with the testing and inspection.

Chief Becraft stated that the amended fee schedule also includes language stating that the North Davis Fire District will automatically accept the annual ambulance rates set by State of Utah.

Board Member Madsen motioned to schedule a public hearing on May 16, 2019 at 6:00 pm for the consideration of amending the North Davis Fire District Fee Schedule. Board Member Chatterton seconded the motion. The motion passed unanimously.

15. Discussion of Fiscal Year 2020 Budget

Ms. Rogers stated that prior to ending the meeting, the Administrative Control Board should set the following Public Hearings:

- Adoption of the Fiscal Year 2020 Tentative Budget - May 16, 2019 at 6:00 PM
- Adoption of the Fiscal Year 2019 Amended Budget; - June 20, 2019 at 6:00 PM
- Adoption of the Property Tax Rate for Calendar Year 2019 – June 20, 2019 at 6:00 PM
- Adoption of the Fiscal Year 2020 Final Budget - June 20, 2019 at 6:00 PM

Board Member N. Peterson stated that the Fiscal Year 2020 Draft Budget emailed to the board and released for public review included the purchase of a truck for approximately \$71,000. A resident

contacted Board Member N. Peterson concerned with the cost of the truck as it seemed to be excessive. Board Member N. Peterson stated that during a recent meeting with Chief Becraft and Ms. Rogers it was explained that the \$71,000 listed in the budget included the purchase of more than just the truck. It also included the cost of the shell, radio, lights and siren package and misc. items. Board Member N. Petersen stated that since the meeting with Chief Becraft, the draft budget has been amended to show the purchase price of the truck (approximately \$57,000) and the items and costs (approximately \$14,000) associated with equipping the vehicle. Board Member N. Peterson thanked Ms. Rogers for amending the draft budget and providing greater transparency to both the both the board and the public.

Board Member Nelson stated that state pricing is a benefit, the North Davis Fire District is able to purchase needed vehicles with great savings.

Ms. Rogers stated that to provide greater transparency, a "Fleet Expenditure" page had been created and is included within the budget. The Fleet Expenditure page includes the balance of committed funds at the beginning of the fiscal year, budgeted transfers in from the general fund, projected revenue from the sale of assets and budgeted fleet expenditures that will be made throughout the fiscal year.

Board Member Roper asked when another Deputy Chief truck would be purchased if the truck listed in the budget document is approved for Fiscal Year 2020. Chief Becraft stated the truck listed in the Fiscal Year 2020 Budget is diesel, therefore another Deputy Chief truck would not be purchased for five years. After the fifth year, the truck would be rotated in the fleet of the North Davis Fire District.

Chief Becraft, Chief Taylor and Ms. Rogers presented a draft of the Fiscal Year 2020 Tentative Budget to the North Davis Fire District Administrative Control Board.

- Defibrillator Program – The cost of one defibrillator is approximately \$30,000. The Defibrillator Program would allow the District to finance the purchase of five new defibrillators over five years (interest free). If approved, the District would receive five new defibrillators in Fiscal Year 2020. A liability for the Defibrillator Program would then be created and the District, would be required to pay \$30,000 each year for the next five years. Chief Becraft stated that the defibrillators being discussed can also be used by paramedics.

Chairman G. Petersen stated that if the Defibrillator Program is approved, a new liability and debt service expenditure would be created and should be noted as such in the Districts financial statements.

- Garage Door Replacement (Station 42) - The garage doors and associated wiring at Station 42 are old, unsafe, unreliable and are becoming difficult to repair. The doors are not a standard size, if a panel needs to be replaced then it must be special ordered. The cost of the garage door replacement includes commercial insulated doors and openers, much needed safety features and wiring upgrades.
- Debt Service - Typically, the District transfers money from the General Fund to pay for Debt Service. However, administration recommended that Impact Fees be used to pay for Debt Service in Fiscal Year 2020. Because Impact Fees are one-time money, the General Fund will likely be used to pay for Debt Service in Fiscal Year 2021. Chief Becraft stated that Impact Fee usage is limited and paying for Debt Service is one of the safest ways to spend the funds.

Chairman G. Petersen stated that it is important to realize that if Impact Fee money is used to pay for Debt Service in Fiscal Year 2020, it will free up money within the General Fund. However, because Impact Fee collections are volatile, the District should not rely on using them to pay for Debt Service every year. Chairman G. Petersen then stated that administration and the board must remember that a transfer in from the General Fund will likely be in needed again in Fiscal Year 2021 to pay for Debt Service.

- Revenues - Over the years, property tax collections for the North Davis Fire District have been extremely unpredictable. Some years the District receives significantly more property tax revenue than the prior year or even budgeted. Other years, Davis County requests that the District pay them back property tax money in which they disbursed to the District. Chief Becraft stated that trying to project and budget for property tax revenue is extremely difficult and frustrating. He then stated that Ms. Rogers pulled tax collection stats from the past several years. The history from the previous several years indicate that during the months of April through September, the District collects at least \$350,000 in property tax revenue. This is partially due to the collection of personal property tax and property tax. Chief Becraft stated that because of the history of property tax collections, administration and Ms. Nelson are comfortable with the budgeted property tax revenue in Fiscal Year 2020.

Ms. Rogers reminded the board that because Sunset City will not enter the tax rolls of the North Davis Fire District until January 2020. The Fiscal Year 2020 Budget includes six-months (July 2019 – December 2019) of contract revenue from Sunset City.

Board Member Madsen reminded Ms. Rogers that Sunset City will make one final payment to the North Davis Fire District for contract services in January 2020. Ms. Rogers thanked Board Member Madsen for the reminder.

Chief Becraft stated that the Fiscal Year 2020 Budget includes an appropriation of fund balance (approximately \$110,000) to offset the budget. The majority of property tax revenue for Sunset City will not be received by the District until end calendar year 2020 (Fiscal Year 2021). Chief Becraft stated that “Fee in Lieu” collection seems to decrease every year.

Ms. Rogers informed the board that revenue received for the fire protection in the unincorporated county is decreasing. The revenue for “Fire Protection Unincorporated County” service in Fiscal Year 2020 may need to decrease by half.

Chief Becraft stated that the service area of South Davis Metro includes unincorporated areas of the county. Because the service area of South Davis Metro includes the unincorporated area, the property owners in the unincorporated area are assessed the same tax rate as residents within the incorporated service area. Chief Becraft stated that while speaking with Davis County (Jeff Oyler), he learned that North Davis Fire District could potentially expand their service area and collect property tax revenue from unincorporated areas of the county being serviced by the District.

Chief Becraft stated that MIDA (Military Installation Development Agency) may request that the North Davis Fire District annex their area through Sunset City to the Davis County line and possibly the museum in Weber County.

- Wages, Overtime and Merit Pay – Overtime and part-time wages have been adjusted to

provide a more accurate view of what has actually been occurring. Merit increases and lumps sum bonuses have been estimated in the draft budget. If an employee is wage capped, they still have the potential to receive a one-time lump sum bonus. The lump sum bonus does not impact the contribution amount to an employee's retirement. Chief Becraft then stated that there are circumstances which cannot be budgeted for, if several employees decide to retire within the same budget year the board will be asked amend the budget. Chief Becraft stated that a wage study will be conducted for the Fiscal Year 2021 Budget.

Chairman G. Petersen agreed, if unforeseen circumstances occur the board will need to address the budget, etc. then.

Board Member Chatterton asked if funds are being set aside in the budget for payouts to qualifying employees? Chief Becraft stated no, the District currently uses reserves for payouts. Chairman G. Petersen stated the board may wish to discuss the possibility of allocating funds each year for employee payouts.

- Retirement – Utah Retirement rates will likely remain the same as in Fiscal Year 2019. However, retirement rates will likely increase in the coming years.
- Health Insurance – Projecting health and benefit participation and potential life events can be difficult. The insurance offered to the employees of the District are expensive; however, they provide a good benefit to the employees. The increase to the insurance premium for Fiscal Year 2020 is 5%. The District has and will continue to utilize PEHP for insurance. This year, PEHP has agreed to allow the District to allow employees to choose to enroll in a traditional health insurance plan or an HSA plan. The District will pay the same dollar amount towards the premium of each plan.
- Workers Compensation and Liability Insurance – The District is currently waiting for quotes for Workers Compensation and Liability Insurance. Administration is hopeful that rates will be lower than in Fiscal Year 2019.
- Travel and Training - Captain Lloyd is furthering his education and has submitted for Tuition Reimbursement.
- Vehicle Maintenance – Costs associated with vehicle maintenance are volatile, the Fiscal Year 2020 includes an increase for the cost of fuel.
- Computer Maintenance and Supply – Budget items include computer replacements and interface software that will integrate scheduling information into reporting software.
- Special Department Allowance – Increased budget for an Open House for the 15th Anniversary of the North Davis Fire District. Board Member Roper, Board Member Chatterton, and Board Member Nelson stated that they would assist with planning and coordinating the Open House.
- Grant Expenses – Currently, \$0 has been nothing budgeted for grant expenses in Fiscal Year

2020. However, the District has applied for a grant for the purchase of turnout gear. If the grant is awarded to the District, the board will be asked to amend the budget and account for 10% of the cost of the turnout gear purchase.

- Collection Contract – Expenditures for collection contracts have increased.
- Misc. Services – The health and wellness physicals listed in the budget are being offered to employees of the District in Fiscal Year 2019, therefore they have been removed from the Fiscal Year 2020 Budget.
- Professional Services - Includes fees for services for accounting, auditing, bonding, drug testing and plat creating and printing.
- Paramedic Payments – Increased significantly from Fiscal Year 2019 to Fiscal Year 2020. A committee of Fire Chiefs have met with the Sheriffs office to discuss a contract which will benefit everyone involved. For example, if the District does not collect the full amount for a paramedic transport then the District should not pay the full paramedic fee.
- Debt Service (Bond for Station 41) – Zions Bank has approached administration with information about refinancing Station 41's bond.

Chairman G. Petersen stated if Zion's Bank can propose a plan that will save the District a significant amount of money without extending the bond, the board may want to discuss the possibility of refinancing the bond.

- Impact Expenditures (new to the budget document) – The Impact Fee Expenditure page includes the beginning fund balance of both residential and commercial Impact Fees, projected revenues, and expenditures that will be made throughout the fiscal year.

Chairman G. Petersen expressed the need for a report to be created detailing when Impact Fees were collected, what they were for (commercial or residential), and when they must be expended. He then stated that the District should consider holding Impact Fee revenue as long as possible as this could give the District more options. Chairman G. Petersen stated that in his opinion, Impact Fees should only be used for Debt Service if they are going to expires. He then stated that is important for the board and administration to realize that if Impact Fee money is used to pay for Debt Service in Fiscal Year 2020 the Fiscal Year 2021 Budget will likely need to use the General Fund to pay for Debt Service.

Board Member Chatterton stated that is acceptable to hold onto Impact Fees for a while, however the District does not want to wait too long and then have to pay them back. He then agreed with Chairman G. Petersen; the board needs an Impact Fee report to assist them when making budget decisions.

Board Member Chatterton motioned to schedule the following Public Hearings:

- May 16, 2019 at 6:00 PM - Consideration of the Fiscal Year 2020 Tentative Budget
- June 20, 2019 at 6:00 PM – Consideration of the Fiscal Year 2019 Amended Budget; Property Tax Rate for Calendar Year 2019; and Fiscal Year 2020 Final Budget

Board Member Roper seconded the motion. The motion passed unanimously.

16. Fire Chiefs Report

17. Other:

Chairman G. Petersen expressed his appreciation to the North Davis Fire District Administrative Control Board.

18. Motion to Adjourn

Board Member Madsen motioned to adjourn. Board Member Nelson seconded the motion. The motion passed unanimously.

Passed and adopted the ____ day of _____, 2019

Gary Petersen, Chairman

Misty Rogers, District Clerk

DRAFT

North Davis Fire District Expenses by Vendor Detail

Accrual Basis

April 2019

Type	Date	Num	Memo	Account	Cir	Split	Amount	Balance
A-1 Uniforms								
Bill	04/08/2019	40577	Pants (2)	Clothing Allowance		Accounts Paya...	107.76	107.76
Bill	04/11/2019	40591	Nomex Pants (2)	Clothing Allowance		Accounts Paya...	293.76	401.52
Bill	04/11/2019	40591	Belt	Clothing Allowance		Accounts Paya...	24.95	426.47
Bill	04/11/2019	40588	Boot - King	Clothing Allowance		Accounts Paya...	116.88	543.35
Bill	04/11/2019	40588	Belt - King	Clothing Allowance		Accounts Paya...	24.95	568.30
Bill	04/11/2019	40588	Uniform Shirt - King	Clothing Allowance		Accounts Paya...	52.88	621.18
Bill	04/11/2019	40588	Pants (2) - King	Clothing Allowance		Accounts Paya...	107.76	728.94
Bill	04/16/2019	40602	Uniform Shirts	Clothing Allowance		Accounts Paya...	125.26	854.20
Bill	04/16/2019	40603	Duty Boots	Clothing Allowance		Accounts Paya...	130.00	984.20
Total A-1 Uniforms							984.20	984.20
AFLAC								
Bill	04/29/2019	366947	FY2019 Cleaning Allowance	AFLAC Cancer Policy		Accounts Paya...	813.24	813.24
Total AFLAC							813.24	813.24
Airgas Intermountain Inc								
Bill	04/08/2019	90874...	Oxygen	Medical Supplies Ex...		Accounts Paya...	61.23	61.23
Bill	04/22/2019	90879...	Oxygen	Medical Supplies Ex...		Accounts Paya...	18.84	80.07
Total Airgas Intermountain Inc							80.07	80.07
AT&T Mobility								
Bill	04/26/2019	x0428...	3/21/2019-4/20/2019	Utilities (Gas,Power...		Accounts Paya...	883.29	883.29
Total AT&T Mobility							883.29	883.29
Batteries & Bulbs								
Bill	04/26/2019	P1397...	Batteries	Equipment Mainten...		Accounts Paya...	38.96	38.96
Total Batteries & Bulbs							38.96	38.96
Blomquist Hale Consulting Group, Inc								
Bill	04/01/2019	APR1...	April 2019	EA Assistance Prog...		Accounts Paya...	225.00	225.00
Total Blomquist Hale Consulting Group, Inc							225.00	225.00
Boot Barn								
Bill	04/03/2019	117291	NDFD Compliant Boots - Dave Youngberg	Clothing Allowance		Accounts Paya...	179.99	179.99
Bill	04/05/2019	117530	NDFD Uniform Compliant - Coy Langston No more tha...	Clothing Allowance		Accounts Paya...	189.88	369.87
Bill	04/09/2019	117807	Duty Boots	Clothing Allowance		Accounts Paya...	152.99	522.86
Total Boot Barn							522.86	522.86
Charlotte Coyle								
Bill	04/16/2019	58632	Hi Vis Jacket	Clothing Allowance		Accounts Paya...	84.98	84.98
Total Charlotte Coyle							84.98	84.98
Civil Engineering Consultants, PLLC								
Bill	04/15/2019	7603	Annexation Plat and Boundary Description	Prof. Services - Plat...		Accounts Paya...	1,664.25	1,664.25
Bill	04/22/2019	7635	Annexation Plat - Boundary Description	Prof. Services - Plat...		Accounts Paya...	416.25	2,080.50
Total Civil Engineering Consultants, PLLC							2,080.50	2,080.50
Clearfield City Corp								
Bill	04/01/2019	April 2...	April 2019	Dispatch Services		Accounts Paya...	7,084.00	7,084.00
Total Clearfield City Corp							7,084.00	7,084.00
Comcast Business								
Bill	04/01/2019	3/28/2...	Station 42 3/28/2019-4/27/2019	Utilities (Gas,Power...		Accounts Paya...	338.23	338.23
Bill	04/15/2019	79507...	4/15/19-5/14/19	Utilities (Gas,Power...		Accounts Paya...	494.34	832.57
Total Comcast Business							832.57	832.57
Dave Youngberg								
Bill	04/05/2019	FY201...	FY2019 Cleaning Allowance	Clothing Allowance		Accounts Paya...	150.00	150.00
Total Dave Youngberg							150.00	150.00
Dominion Energy								
Bill	04/10/2019	3/12/1...	3/12/19-4/10/09	Utilities (Gas,Power...		Accounts Paya...	272.41	272.41
Bill	04/11/2019	3/14/1...	Station 42 3/14/19-4/11/19	Utilities (Gas,Power...		Accounts Paya...	442.11	714.52
Total Dominion Energy							714.52	714.52
Econo Waste								
Bill	04/01/2019	480877	April 2019 - Station 41	Utilities (Gas,Power...		Accounts Paya...	56.00	56.00
Total Econo Waste							56.00	56.00

North Davis Fire District Expenses by Vendor Detail

Accrual Basis

April 2019

Type	Date	Num	Memo	Account	Cir	Split	Amount	Balance
Henry Schein								
Bill	04/18/2019	64354...	Midas (Versed) 5mg/ml, 2ml Vial	Medical Supplies Ex...		Accounts Paya...	0.00	0.00
Bill	04/18/2019	64354...	syringe 1 CC W/Needle 25ga x 5/8	Medical Supplies Ex...		Accounts Paya...	7.95	7.95
Bill	04/18/2019	64354...	Supreno SE PF Nitrile Glove, Medium	Medical Supplies Ex...		Accounts Paya...	93.50	101.45
Bill	04/18/2019	64354...	Nitrile Gloves-Lg	Medical Supplies Ex...		Accounts Paya...	93.50	194.95
Bill	04/18/2019	64354...	safegrip PF latex glove X-large	Medical Supplies Ex...		Accounts Paya...	122.50	317.45
Bill	04/18/2019	64354...	Convenience Emesis/Vomit Bag	Medical Supplies Ex...		Accounts Paya...	23.76	341.21
Bill	04/18/2019	64354...	NS 1000 cc	Medical Supplies Ex...		Accounts Paya...	143.52	484.73
Bill	04/18/2019	64354...	Robertazzi Naso	Medical Supplies Ex...		Accounts Paya...	38.90	523.63
Bill	04/18/2019	64354...	Dressing 2x2	Medical Supplies Ex...		Accounts Paya...	11.00	534.63
Bill	04/18/2019	64354...	IV Start Kit	Medical Supplies Ex...		Accounts Paya...	126.00	660.63
Bill	04/18/2019	64354...	STERILE WATER FOR CIRRI	Medical Supplies Ex...		Accounts Paya...	29.90	690.53
Bill	04/18/2019	64354...	Sodium Chloride	Medical Supplies Ex...		Accounts Paya...	78.00	768.53
Bill	04/18/2019	64354...	Naloxone Syring Needleless	Medical Supplies Ex...		Accounts Paya...	375.00	1,143.53
Bill	04/18/2019	64354...	EPI 1:10,000	Medical Supplies Ex...		Accounts Paya...	0.00	1,143.53
Bill	04/18/2019	64354...	EPI 1:10,000	Medical Supplies Ex...		Accounts Paya...	0.00	1,143.53
Bill	04/18/2019	64354...	Ammonia Inhalant Ampul	Medical Supplies Ex...		Accounts Paya...	4.38	1,147.91
Bill	04/18/2019	64354...	Selectable I.V. Set, Needlefree Set	Medical Supplies Ex...		Accounts Paya...	535.00	1,682.91
Bill	04/18/2019	64354...	IV Start Kit	Medical Supplies Ex...		Accounts Paya...	0.00	1,682.91
Bill	04/18/2019	64354...	Introcath Cath	Medical Supplies Ex...		Accounts Paya...	179.00	1,861.91
Bill	04/18/2019	64354...	Intro Cath 18G1.25	Medical Supplies Ex...		Accounts Paya...	179.00	2,040.91
Bill	04/18/2019	64354...	Extension Set, Needle Free Site 6.5"	Medical Supplies Ex...		Accounts Paya...	129.00	2,169.91
Bill	04/18/2019	64354...	Syringe w/Needle 3CC 25G	Medical Supplies Ex...		Accounts Paya...	7.50	2,177.41
Bill	04/18/2019	64354...	Pre-Filled Humidifier (500 ml)	Medical Supplies Ex...		Accounts Paya...	13.50	2,190.91
Bill	04/18/2019	64354...	BVM - Adult	Medical Supplies Ex...		Accounts Paya...	58.50	2,249.41
Bill	04/18/2019	64354...	Thermoscan Probe Covers	Medical Supplies Ex...		Accounts Paya...	14.90	2,264.31
Bill	04/18/2019	64354...	Surgilance	Medical Supplies Ex...		Accounts Paya...	36.75	2,301.06
Bill	04/18/2019	64373...	Midas HCL Ing 2ML 5MG	Medical Supplies Ex...		Accounts Paya...	37.00	2,338.06
Bill	04/18/2019	64373...	EPI 1:10,000	Medical Supplies Ex...		Accounts Paya...	0.00	2,338.06
Bill	04/18/2019	64373...	EPI 1:10,000	Medical Supplies Ex...		Accounts Paya...	0.00	2,338.06
Bill	04/18/2019	64373...	IV Start Kit	Medical Supplies Ex...		Accounts Paya...	0.00	2,338.06
Total Henry Schein							2,338.06	2,338.06
ICMA Retirement Corporation								
Bill	04/04/2019	42531	Annual Plan Fee 4/1/19-6/30/19	Subscriptions, Mem...		Accounts Paya...	250.00	250.00
Total ICMA Retirement Corporation							250.00	250.00
IRS Deposit								
Check	04/05/2019	eftps	Payroll Date: 4/5/2019	FICA		Cash Zions Ba...	4,939.34	4,939.34
Check	04/19/2019	eftps	Payroll Date: 4/19/2019	FICA		Cash Zions Ba...	4,920.37	9,859.71
Total IRS Deposit							9,859.71	9,859.71
John Meek*								
Bill	04/05/2019	FY201...	FY2019 Cleaning Allowance	Clothing Allowance		Accounts Paya...	150.00	150.00
Total John Meek*							150.00	150.00
John Taylor								
Bill	04/08/2019	FY201...	FY2019 Tuition Reimb	Travel and Training		Accounts Paya...	2,200.00	2,200.00
Bill	04/16/2019	4/28/1...	4/28/19-5/2/19 EMS CEU Training	Travel and Training		Accounts Paya...	305.00	2,505.00
Total John Taylor							2,505.00	2,505.00
King & King								
Bill	04/18/2019	1304	Reorganization Resolution, Research, etc.	Attorney		Accounts Paya...	2,425.00	2,425.00
Total King & King							2,425.00	2,425.00
Lawn Doctor								
Bill	04/29/2019	49697	Station 41 Lawn Treatment	Equipment Mainten...		Accounts Paya...	49.25	49.25
Total Lawn Doctor							49.25	49.25
Les Schwab Tire Ceter								
Bill	04/24/2019	52700...	Tire Repair - Lawn Mower	Equipment Mainten...		Accounts Paya...	42.49	42.49
Total Les Schwab Tire Ceter							42.49	42.49
LN Curtis and Sons								
Bill	04/17/2019	INV27...	Dark Navy Chameleon Softshell Jacket	Clothing Allowance		Accounts Paya...	101.41	101.41
Bill	04/17/2019	INV27...	King Cobra NMX Hood w/Bib & Liner	Misc. Equipment		Accounts Paya...	642.01	743.42
Bill	04/17/2019	INV27...	King Cobra NMX Hood w/Bib & Liner	Misc. Equipment		Accounts Paya...	20.47	763.89
Total LN Curtis and Sons							763.89	763.89
Mark Becraft								
Bill	04/16/2019	4/28/1...	4/28/19-5/2/19 EMS CEU Training	Travel and Training		Accounts Paya...	305.00	305.00
Total Mark Becraft							305.00	305.00
Mark Kortright								
Bill	04/15/2019	114-9...	Duty Boots	Clothing Allowance		Accounts Paya...	162.38	162.38
Bill	04/15/2019	114-7...	Duty Pants	Clothing Allowance		Accounts Paya...	328.74	491.12
Total Mark Kortright							491.12	491.12
MES - Northwest								
Bill	04/22/2019	IN133...	3 pants - Bassett	Clothing Allowance		Accounts Paya...	160.22	160.22
Total MES - Northwest							160.22	160.22

North Davis Fire District Expenses by Vendor Detail

Accrual Basis

April 2019

Type	Date	Num	Memo	Account	Cir	Split	Amount	Balance
Misty Rogers								
Bill	04/15/2019	Reimb...	Dispatcher Week (13 dispatchers x \$20 gift cards)	Special Department ...		Accounts Paya...	260.00	260.00
Bill	04/15/2019	Reimb...	5-Year Service Award - missed at annual awards banquet	Special Department ...		Accounts Paya...	52.50	312.50
Total Misty Rogers							312.50	312.50
Nathan Judson								
Bill	04/10/2019	FY201...	FY2019 Cleaning Allowance	Clothing Allowance		Accounts Paya...	150.00	150.00
Total Nathan Judson							150.00	150.00
Office Depot								
Bill	04/16/2019	30301...	410A Black	Office supply & exp...		Accounts Paya...	144.78	144.78
Bill	04/17/2019	30411...	Small Binder Clips	Office supply & exp...		Accounts Paya...	6.90	151.68
Bill	04/17/2019	30411...	Mini Binder Clips	Office supply & exp...		Accounts Paya...	0.00	151.68
Bill	04/17/2019	30411...	Mini Binder Clips	Office supply & exp...		Accounts Paya...	4.20	155.88
Bill	04/19/2019	30301...	HP410A Toner - Cyan, Magenta, Laser	Office supply & exp...		Accounts Paya...	289.11	444.99
Bill	04/19/2019	30301...	410A Black	Office supply & exp...		Accounts Paya...	0.00	444.99
Total Office Depot							444.99	444.99
Payroll								
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Salary		Cash Zions Ba...	4,438.40	4,438.40
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Auto Overtime		Cash Zions Ba...	3,170.29	7,608.69
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Full Time Employee...		Cash Zions Ba...	44,502.09	52,110.78
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Part-Time Employee...		Cash Zions Ba...	12,421.62	64,532.40
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Full Time Employee...		Cash Zions Ba...	454.45	64,986.85
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Vacation Leave		Cash Zions Ba...	4,783.10	69,769.95
Check	04/05/2019	prdd	Payroll Date: 4/5/2019	Utilities (Gas,Power...		Cash Zions Ba...	-5.00	69,764.95
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Salary		Cash Zions Ba...	4,438.40	74,203.35
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Auto Overtime		Cash Zions Ba...	2,813.42	77,016.77
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Full Time Employee...		Cash Zions Ba...	43,463.43	120,480.20
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Part-Time Employee...		Cash Zions Ba...	12,497.89	132,978.09
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Sick Leave		Cash Zions Ba...	90.25	133,068.34
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Full Time Employee...		Cash Zions Ba...	618.25	133,686.59
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Vacation Leave		Cash Zions Ba...	5,600.17	139,286.76
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Life Insurance		Cash Zions Ba...	-412.02	138,874.74
Check	04/19/2019	prdd	Payroll Date: 4/19/2019	Utilities (Gas,Power...		Cash Zions Ba...	-5.00	138,869.74
Total Payroll							138,869.74	138,869.74
PEHP Flex								
Check	04/19/2019	14417	Payroll Date: 4/19/2019 Administrative Fee	Flex Plan Admin Fee		Cash Zions Ba...	22.50	22.50
Total PEHP Flex							22.50	22.50
PEHP Group Insurance								
Bill	04/22/2019	01227...	April 2019 - NDFD Health Portion	Insurance (Health)		Accounts Paya...	21,924.30	21,924.30
Total PEHP Group Insurance							21,924.30	21,924.30
PEHP Long Term Disability								
Bill	04/30/2019	3/31/1...	3/31/2019-4/27/2019	Long Term Disability		Accounts Paya...	24.93	24.93
Total PEHP Long Term Disability							24.93	24.93
Rocky Mountain Power								
Bill	04/11/2019	3/13/1...	Station 42 (3/13/19-4/11/19)	Utilities (Gas,Power...		Accounts Paya...	357.52	357.52
Bill	04/11/2019	3/13/1...	Station 41 (3/13/19-4/11/19)	Utilities (Gas,Power...		Accounts Paya...	538.89	896.41
Total Rocky Mountain Power							896.41	896.41
Scott Call								
Bill	04/15/2019	5816	A-1 Uniforms	Clothing Allowance		Accounts Paya...	266.54	266.54
Bill	04/15/2019	592	PT SHOes	Clothing Allowance		Accounts Paya...	34.73	301.27
Total Scott Call							301.27	301.27
Shay Holley								
Bill	04/01/2019	April 2...	April 2019	Medical Advisor		Accounts Paya...	700.00	700.00
Total Shay Holley							700.00	700.00
ShayLynn McGuire								
Bill	04/14/2019	91040...	Belt	Clothing Allowance		Accounts Paya...	10.73	10.73
Total ShayLynn McGuire							10.73	10.73
Steve Harrington								
Bill	04/29/2019	FY201...	FY2019 Cleaning Allowance	Clothing Allowance		Accounts Paya...	150.00	150.00
Total Steve Harrington							150.00	150.00
Structure Computer Consulting Inc								
Bill	04/05/2019	2019-...	March 2019	Computer Maintena...		Accounts Paya...	1,485.00	1,485.00
Total Structure Computer Consulting Inc							1,485.00	1,485.00
Symbol Arts								
Bill	04/18/2019	03288...	Merit Bar, 1 3/8"x3/8" Red/Wht/Blu/Wht/Red	Special Department ...		Accounts Paya...	30.00	30.00
Total Symbol Arts							30.00	30.00

North Davis Fire District Expenses by Vendor Detail

Accrual Basis

April 2019

Type	Date	Num	Memo	Account	Cir	Split	Amount	Balance
Utah Local Governments Trust								
Bill	04/01/2019	15739...	April 2019	Life Insurance		Accounts Paya...	230.19	230.19
Total Utah Local Governments Trust							230.19	230.19
Utah Retirement Systems								
Check	04/05/2019	ach	Payroll Date: 4/5/2019	Retirement		Cash Zions Ba...	9,706.59	9,706.59
Check	04/19/2019	ach	Payroll Date: 4/19/2019	Retirement		Cash Zions Ba...	9,618.80	19,325.39
Total Utah Retirement Systems							19,325.39	19,325.39
Utah Valley University								
Bill	04/22/2019	A25822	Recert - King, Curt	Recert of AMETs		Accounts Paya...	5.00	5.00
Bill	04/22/2019	A25822	Recert - Lloyd, Kevin	Recert of AMETs		Accounts Paya...	5.00	10.00
Bill	04/22/2019	A25822	Recert - Oliver, Jason	Recert of AMETs		Accounts Paya...	5.00	15.00
Bill	04/22/2019	A25822	Recert - Rawlings, Mike	Recert of AMETs		Accounts Paya...	5.00	20.00
Bill	04/22/2019	A25822	Recert - Sobers, Jacob	Recert of AMETs		Accounts Paya...	5.00	25.00
Total Utah Valley University							25.00	25.00
Vantagepoint Transfer Agents - 401								
Check	04/05/2019	14413	Payroll Date: 4/5/2019	Retirement		Cash Zions Ba...	842.41	842.41
Check	04/19/2019	14418	Payroll Date: 4/19/2019 Becraft	Retirement		Cash Zions Ba...	842.41	1,684.82
Total Vantagepoint Transfer Agents - 401							1,684.82	1,684.82
Visa Zions								
Check	04/05/2019	eftps	The State Room - Lunch @ Legislative Session (Becraft)	Special Department ...		Cash Zions Ba...	5.96	5.96
Check	04/05/2019	eftps	Tricked Out Accessories - Screen Protector (Becraft)	Communications		Cash Zions Ba...	10.70	16.66
Check	04/05/2019	eftps	The State Room - Lunch @ Legislative Session (Becraft)	Special Department ...		Cash Zions Ba...	13.31	29.97
Check	04/05/2019	eftps	Palms - Deposit on Hotel for Becraft for EMS Training S...	Travel and Training		Cash Zions Ba...	272.11	302.08
Check	04/05/2019	eftps	Best Buy - IPAD's for Apparatus (Taylor)	Computer Maintena...		Cash Zions Ba...	499.98	802.06
Check	04/05/2019	eftps	Best Buy - IPAD's for Apparatus (Taylor)	Computer Maintena...		Cash Zions Ba...	525.97	1,328.03
Check	04/05/2019	eftps	Best Buy - IPAD's for Apparatus (Taylor)	Computer Maintena...		Cash Zions Ba...	499.98	1,828.01
Check	04/05/2019	eftps	Country Corner - Oil for Vehicle (Taylor)	Vehicle Maintenance		Cash Zions Ba...	14.11	1,842.12
Check	04/05/2019	eftps	Amazon - Hose Reel (Taylor)	Computer Maintena...		Cash Zions Ba...	155.25	1,997.37
Check	04/05/2019	eftps	Amazon - IPAD Cases, Cords, Etc (Taylor)	Computer Maintena...		Cash Zions Ba...	293.82	2,291.19
Check	04/05/2019	eftps	Costa Vida - County Chief Lunch (Taylor)	Special Department ...		Cash Zions Ba...	7.90	2,299.09
Check	04/05/2019	eftps	Rainbow - Hotel for FF @ IAAI Conference (Rogers)	Travel and Training		Cash Zions Ba...	194.52	2,493.61
Check	04/05/2019	eftps	UDOH - Recert of EMT (Rogers)	Recert of AMETs		Cash Zions Ba...	40.00	2,533.61
Check	04/05/2019	eftps	Pitney Bowes - Rental of Postage Machine (Rogers)	Office supply & exp...		Cash Zions Ba...	105.00	2,638.61
Check	04/05/2019	eftps	Amazon - Supplies for Repair for Computers (Rogers)	Computer Maintena...		Cash Zions Ba...	132.49	2,771.10
Check	04/05/2019	eftps	Amazon - Supplies for Repair of Computers (Rogers)	Computer Maintena...		Cash Zions Ba...	12.99	2,784.09
Check	04/05/2019	eftps	Amazon - Printer/Scanner for Report Room 42 (Rogers)	Office supply & exp...		Cash Zions Ba...	329.99	3,114.08
Check	04/05/2019	eftps	Amazon - Ink (Rogers)	Office supply & exp...		Cash Zions Ba...	22.99	3,137.07
Check	04/05/2019	eftps	Palms - Deposit on Hotel for Taylor for EMS Training S...	Travel and Training		Cash Zions Ba...	107.71	3,244.78
Check	04/05/2019	eftps	Sams Club - Janitorial Supplies (Hadley)	Equipment Mainten...		Cash Zions Ba...	176.48	3,421.26
Check	04/05/2019	eftps	Smiths - Kitchen Supplies (Hadley)	Special Department ...		Cash Zions Ba...	10.05	3,431.31
Check	04/05/2019	eftps	Smiths - Kitchen Supplies (Weekes)	Equipment Mainten...		Cash Zions Ba...	42.69	3,474.00
Check	04/05/2019	eftps	South Fork Hardware - Supplies to Hank Hose Reel (W...	Equipment Mainten...		Cash Zions Ba...	9.78	3,483.78
Check	04/05/2019	eftps	National Registry - EMT Recert (Lloyd)	Recert of AMETs		Cash Zions Ba...	15.00	3,498.78
Check	04/05/2019	eftps	UDOH - EMT Recert (Lloyd)	Recert of AMETs		Cash Zions Ba...	63.25	3,562.03
Check	04/05/2019	eftps	UDOH - EMT Recert (Lloyd)	Misc Services		Cash Zions Ba...	63.25	3,625.28
Check	04/05/2019	eftps	National Registry - EMT Recert (Tremea)	Recert of AMETs		Cash Zions Ba...	15.00	3,640.28
Total Visa Zions							3,640.28	3,640.28
Waste Management								
Bill	04/01/2019	19492...	4/1/19-4/30/19 Station 42	Utilities (Gas,Power...		Accounts Paya...	66.01	66.01
Total Waste Management							66.01	66.01
Workers Comp Fund Insurance								
Bill	04/30/2019	72485...	April 2019	Workmans Comp		Accounts Paya...	3,863.00	3,863.00
Total Workers Comp Fund Insurance							3,863.00	3,863.00
Young Chevrolet								
Bill	04/18/2019	11261...	Truck Mats - 401	Vehicle Maintenance		Accounts Paya...	102.00	102.00
Bill	04/19/2019	11260...	Mirror	Vehicle Maintenance		Accounts Paya...	86.73	188.73
Bill	04/29/2019	534877	Chevy Silverado Detail	Vehicle Maintenance		Accounts Paya...	135.00	323.73
Total Young Chevrolet							323.73	323.73
No name								
Deposit	04/01/2019		Lockbox	Ambulance		Cash Zions Ba...	-1,949.38	-1,949.38
Deposit	04/02/2019		UT Medicaid	Ambulance		Cash Zions Ba...	-670.02	-2,619.40
Deposit	04/02/2019		Noridian	Ambulance		Cash Zions Ba...	-272.85	-2,892.25
Deposit	04/02/2019		Lockbox	Ambulance		Cash Zions Ba...	-50.00	-2,942.25
Deposit	04/03/2019		Lockbox	Ambulance		Cash Zions Ba...	-100.00	-3,042.25
Deposit	04/04/2019		Lockbox	Ambulance		Cash Zions Ba...	-1,117.51	-4,159.76
Deposit	04/08/2019		Lockbox	Ambulance		Cash Zions Ba...	-11,755.28	-15,915.04
Deposit	04/10/2019		Lockbox	Ambulance		Cash Zions Ba...	-100.00	-16,015.04
Deposit	04/11/2019		Lockbox	Ambulance		Cash Zions Ba...	-1,617.94	-17,632.98
Deposit	04/12/2019		Lockbox	Ambulance		Cash Zions Ba...	-2,563.90	-20,196.88
Deposit	04/15/2019		Lockbox	Ambulance		Cash Zions Ba...	-9,066.85	-29,263.73
Deposit	04/16/2019		UT Medicaid	Ambulance		Cash Zions Ba...	-4,262.23	-33,525.96
Deposit	04/16/2019		Lockbox	Ambulance		Cash Zions Ba...	-276.04	-33,802.00
Deposit	04/17/2019		Lockbox	Ambulance		Cash Zions Ba...	-1,774.60	-35,576.60
General Journal	04/18/2019	2019-03	Transfer for Debt Service	Transfer Out Gener...		Transfers In D...	229,826.00	194,249.40
General Journal	04/18/2019	2019-03	Transfer for Debt Service	Transfers In Debt S...		Transfer Out G...	-229,826.00	-35,576.60
General Journal	04/18/2019	2019-04	Transfer for Fleet	Fleet Fund Capital ...		Capital Project...	80,000.00	44,423.40
General Journal	04/18/2019	2019-04	Transfer for Fleet	Capital Projects-Tra...		Fleet Fund Ca...	-80,000.00	-35,576.60
Deposit	04/18/2019		Noridian	Ambulance		Cash Zions Ba...	-278.63	-35,855.23

North Davis Fire District Expenses by Vendor Detail

Accrual Basis

April 2019

Type	Date	Num	Memo	Account	Cir	Split	Amount	Balance
Deposit	04/19/2019		Lockbox	Ambulance		Cash Zions Ba...	-7,856.46	-43,711.69
Deposit	04/20/2019		Noridian	Ambulance		Cash Zions Ba...	-982.46	-44,694.15
Deposit	04/22/2019		Lockbox	Ambulance		Cash Zions Ba...	-15,155.10	-59,849.25
Check	04/22/2019		Service Charge	Bank Charges		Cash Zions Ba...	352.89	-59,496.36
Deposit	04/23/2019		Noridian	Ambulance		Cash Zions Ba...	-9,996.43	-69,492.79
Deposit	04/23/2019		Lockbox	Ambulance		Cash Zions Ba...	-775.20	-70,267.99
Deposit	04/24/2019		UT Medicaid	Ambulance		Cash Zions Ba...	-9,650.70	-79,918.69
Deposit	04/24/2019		Noridian	Ambulance		Cash Zions Ba...	-3,022.55	-82,941.24
Deposit	04/26/2019		Lockbox	Ambulance		Cash Zions Ba...	-3,990.28	-86,931.52
Deposit	04/29/2019		Lockbox	Ambulance		Cash Zions Ba...	-3,791.49	-90,723.01
Deposit	04/30/2019		UT Medicaid	Ambulance		Cash Zions Ba...	-142.89	-90,865.90
Deposit	04/30/2019		Lockbox	Ambulance		Cash Zions Ba...	-16,094.41	-106,960.31
Deposit	04/30/2019		Interest	Interest Income-Ge...		PTIF - 5312 - ...	-6,431.23	-113,391.54
Total no name							-113,391.54	-113,391.54
TOTAL							114,979.18	114,979.18

North Davis Fire District
Profit & Loss Budget vs. Actual
 July 2018 through April 2019

	Jul '18 - Apr...	Budget	\$ Over Bud...	% of Budget
Ordinary Income/Expense				
Income				
Ambulance	649,973.35	1,146,479.68	-496,506.33	56.7%
Contract Services	174,306.28	190,095.96	-15,789.68	91.7%
Donations	1,800.00			
EMS Per Capita	0.00	3,000.00	-3,000.00	0.0%
Fee in Lieu	102,395.49	170,264.66	-67,869.17	60.1%
Fire Investigation Report	5.00			
Fire Protection	651.22	1,475.00	-823.78	44.2%
Impact Fees	208,752.44	45,000.00	163,752.44	463.9%
Incident Report	0.00	0.00	0.00	0.0%
Inspection Fees	975.00	1,000.00	-25.00	97.5%
Interest Income-General Fund	53,305.90	14,000.00	39,305.90	380.8%
Miscellaneous Service Revenues	578.38	1,500.00	-921.62	38.6%
Other Financing Sources	0.00	0.00	0.00	0.0%
Paramedic Fees	0.00	0.00	0.00	0.0%
Permit Fees	1,165.00	1,500.00	-335.00	77.7%
Plan Review Fees	7,043.18	3,500.00	3,543.18	201.2%
Property Taxes	2,202,008.07	2,586,536.44	-384,528.37	85.1%
PT Contribution to Other Gover.	0.00	204,382.00	-204,382.00	0.0%
Reimburse Dental	0.00	0.00	0.00	0.0%
Total Income	3,402,959.31	4,368,733.74	-965,774.43	77.9%
Gross Profit	3,402,959.31	4,368,733.74	-965,774.43	77.9%
Expense				
Administrative Control Board				
Board of Directors Payroll	28,500.00	38,000.00	-9,500.00	75.0%
Total Administrative Control Board	28,500.00	38,000.00	-9,500.00	75.0%
Administrative Fees	0.00	0.00	0.00	0.0%
Bank Charges	4,355.78	4,890.00	-534.22	89.1%
Clothing Allowance	26,404.69	29,287.50	-2,882.81	90.2%
Collection Contract				
Health Care Finance Assessment	42,458.15	43,239.00	-780.85	98.2%
IRIS Medical	51,640.06	74,400.00	-22,759.94	69.4%
Collection Contract - Other	0.00	0.00	0.00	0.0%
Total Collection Contract	94,098.21	117,639.00	-23,540.79	80.0%
Communications	1,440.38	2,000.00	-559.62	72.0%
Computer Maintenance & Supply				
ERS Annual User Fee	5,412.00	5,244.00	168.00	103.2%
Rover Mobile - Spotted Dog	1,060.00	1,100.00	-40.00	96.4%
Computer Maintenance & Supply - Other	15,311.40	16,600.00	-1,288.60	92.2%
Total Computer Maintenance & Supply	21,783.40	22,944.00	-1,160.60	94.9%
Contributions to Other Govt	0.00	204,382.00	-204,382.00	0.0%
Dispatch Services	70,840.00	85,000.00	-14,160.00	83.3%
EA Assistance Program	2,240.00	2,880.00	-640.00	77.8%
Employees Wages				
Full Time Employee Wages				
Auto Overtime	109,530.36	120,000.00	-10,469.64	91.3%
Retro Pay	140.40			
Salary	93,110.80			
Sick Leave	34,633.45			
Vacation Leave	95,041.76			
Full Time Employee Wages - Other	957,455.90	1,560,630.74	-603,174.84	61.4%
Total Full Time Employee Wages	1,289,912.67	1,680,630.74	-390,718.07	76.8%
Part-Time Employee Wages	207,076.94	301,279.36	-94,202.42	68.7%
Total Employees Wages	1,496,989.61	1,981,910.10	-484,920.49	75.5%

North Davis Fire District
Profit & Loss Budget vs. Actual
July 2018 through April 2019

	Jul '18 - Apr...	Budget	\$ Over Bud...	% of Budget
Equipment Maintenance & Supply	29,883.56	39,467.00	-9,583.44	75.7%
FICA	109,157.59	154,523.12	-45,365.53	70.6%
Fleet Fund Capital Exp	80,000.00	80,000.00	0.00	100.0%
Grant Expenses	0.00	0.00	0.00	0.0%
Insurance (Health)				
AFLAC Cancer Policy	8,508.90	10,572.12	-2,063.22	80.5%
Dental Insurance	0.00	0.00	0.00	0.0%
Disability Insurance	257.83	343.45	-85.62	75.1%
Life Insurance	1,848.76	2,802.60	-953.84	66.0%
Insurance (Health) - Other	212,340.02	349,329.05	-136,989.03	60.8%
Total Insurance (Health)	222,955.51	363,047.22	-140,091.71	61.4%
Lease Obligation-interest	21,685.53	21,685.53	0.00	100.0%
Lease Obligations-principal	115,283.93	115,283.93	0.00	100.0%
Liability Insurance (Risk Manag	73,048.00	76,122.00	-3,074.00	96.0%
Long Term Disability	24.93			
Medical Supplies	0.00	0.00	0.00	0.0%
Medical Supplies Expenses				
Jump Kits	1,905.00	2,250.00	-345.00	84.7%
Medical Supplies Expenses - Other	36,157.14	42,500.00	-6,342.86	85.1%
Total Medical Supplies Expenses	38,062.14	44,750.00	-6,687.86	85.1%
Misc Services				
Duty Crew Fitness Pass	0.00	0.00	0.00	0.0%
Firefighter Testing	50.00	9,590.00	-9,540.00	0.5%
Recert of AMETs	1,592.25	1,840.00	-247.75	86.5%
Yearly Ambulance License Fees	0.00	1,800.00	-1,800.00	0.0%
Misc Services - Other	183.25	1,500.00	-1,316.75	12.2%
Total Misc Services	1,825.50	14,730.00	-12,904.50	12.4%
Misc Supplies	0.00	0.00	0.00	0.0%
Misc. Equipment	17,662.43	35,100.00	-17,437.57	50.3%
Office Equipment	0.00	0.00	0.00	0.0%
Office supply & expenses	6,340.96	8,500.00	-2,159.04	74.6%
Paramedics	51,867.71	51,600.00	267.71	100.5%
Professional Services				
Accountant Fees	17,418.75	22,800.00	-5,381.25	76.4%
Attorney	3,400.00	9,360.00	-5,960.00	36.3%
Auditor	7,750.00	7,500.00	250.00	103.3%
BlueLine Drug Testin	762.00	1,200.00	-438.00	63.5%
BlueLine New Hire Testing	315.00	650.00	-335.00	48.5%
Bond Trustee (Zions Bond)	2,000.00	2,000.00	0.00	100.0%
Bonding	644.00	1,650.00	-1,006.00	39.0%
Crew Sense	2,804.76	2,880.00	-75.24	97.4%
Medical Advisor	7,000.00	8,400.00	-1,400.00	83.3%
Payroll Administration	4,993.60	6,480.00	-1,486.40	77.1%
Prof. Services - Plats, Etc.	2,080.50			
Transparency	0.00	2,500.00	-2,500.00	0.0%
Professional Services - Other	0.00	765.00	-765.00	0.0%
Total Professional Services	49,168.61	66,185.00	-17,016.39	74.3%
Retirement	238,301.53	279,300.51	-40,998.98	85.3%
Shipping Charges	0.00	0.00	0.00	0.0%
Special Department Allowance	17,273.39	22,885.00	-5,611.61	75.5%
Subscriptions, Memberships				
Flex Plan Admin Fee	217.50	240.00	-22.50	90.6%
Subscriptions, Memberships - Other	10,865.67	14,209.00	-3,343.33	76.5%
Total Subscriptions, Memberships	11,083.17	14,449.00	-3,365.83	76.7%
Surviving Spouse Trust Fund	0.00	2,470.00	-2,470.00	0.0%
Transfer Out General Fund	229,826.00	229,826.00	0.00	100.0%

North Davis Fire District
Profit & Loss Budget vs. Actual
July 2018 through April 2019

	Jul '18 - Apr...	Budget	\$ Over Bud...	% of Budget
Travel and Training				
Pub Ed Supplies for Clowns	0.00	1,000.00	-1,000.00	0.0%
Travel and Training - Other	39,087.68	54,475.00	-15,387.32	71.8%
Total Travel and Training	39,087.68	55,475.00	-16,387.32	70.5%
Utilities (Gas,Power,Phones)	59,541.27	72,981.00	-13,439.73	81.6%
Vehicle Maintenance	80,189.49	86,954.00	-6,764.51	92.2%
Workmans Comp	51,657.66	59,185.00	-7,527.34	87.3%
Total Expense	3,290,578.66	4,383,451.91	-1,092,873.25	75.1%
Net Ordinary Income	112,380.65	-14,718.17	127,098.82	-763.6%
Other Income/Expense				
Other Income				
Capital Projects Inc 3				
Capital Projects-Transfer In	80,000.00			
Gain on Sale of Assets	35,000.00			
Interest Income	0.00	14,241.00	-14,241.00	0.0%
Use of Fund Balance	0.00	27,615.00	-27,615.00	0.0%
Total Capital Projects Inc 3	115,000.00	41,856.00	73,144.00	274.8%
Debt Service Inc 2				
Interest Income	1,876.91	1,047.00	829.91	179.3%
Transfers In Debt Service	229,826.00	229,826.00	0.00	100.0%
Total Debt Service Inc 2	231,702.91	230,873.00	829.91	100.4%
Total Other Income	346,702.91	272,729.00	73,973.91	127.1%
Other Expense				
Capital Projects Exp 3				
Equipment	8,400.65	17,456.00	-9,055.35	48.1%
Capital Projects Exp 3 - Other	18,999.44	21,597.44	-2,598.00	88.0%
Total Capital Projects Exp 3	27,400.09	39,053.44	-11,653.35	70.2%
Debt Service Exp 2				
Addition to Fund Balance	0.00	1,047.00	-1,047.00	0.0%
Interest Expense	29,913.00	59,826.00	-29,913.00	50.0%
Principal	0.00	170,000.00	-170,000.00	0.0%
Total Debt Service Exp 2	29,913.00	230,873.00	-200,960.00	13.0%
Total Other Expense	57,313.09	269,926.44	-212,613.35	21.2%
Net Other Income	289,389.82	2,802.56	286,587.26	10,325.9%
Net Income	401,770.47	-11,915.61	413,686.08	-3,371.8%

RESOLUTION NO 2019R-04

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE NORTH DAVIS FIRE DISTRICT.

WHEREAS, Utah Code Title 17D-1-103, General Provisions for Special Service Districts authorizes Special Service Districts to impose or increase a fee for service provided by the Local District; and

WHEREAS, the emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the Board of the North Davis Fire District desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE ADMINISTRATIVE CONTROL BOARD/BOARD OF TRUSTEES OF THE NORTH DAVIS FIRE DISTRICT.:

SECTION 1: The North Davis Fire District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section,

as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Board.

SECTION 5: This resolution shall take effect at the date of adoption.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Passed: _____
Signature

Approved _____
Signature

VOTE ON PASSAGE: ___ Yea ___ Nay ___ Abstain

Attest: _____
Clerk

I, _____ Secretary to the Board, do hereby certify that the foregoing Resolution No. _____ was voted upon and approved by a majority vote of the Board, on the ___ day of _____, 2____; and I further certify the compliance with the Codified Resolution and the laws of the Board.

Secretary

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$494.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$562.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$687.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,483.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$454.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual,

customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$796.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,842.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,707.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$313.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$455.00 per hour, per engine / \$568.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$455.00 per hour, per engine / \$568.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$455 plus \$57 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$909 plus \$57 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,274 plus \$57 per hour per rescue person, plus \$114 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$455 for the first response vehicle plus \$57 per rescue person. Additional rates of \$455 per hour per response vehicle and \$57 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$284 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

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SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of _____, 2019 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **North Davis Fire District**, (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

**ARTICLE 1
ENGAGEMENT**

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

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**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

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4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

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6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

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- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

**ARTICLE 9
PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

**ARTICLE 10
INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

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**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

North Davis Fire District
381 N 3150 W
West Point, UT 84015
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any

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prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

North Davis Fire District

Signature: _____

Name (printed): _____

Title: _____

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SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80% (eighty-percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

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EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$494.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$562.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$687.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,483.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$454.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with

custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.
Truck billed at \$568 per hour.
Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$796.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,842.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,707.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$455 per hour.
Truck billed at \$568 per hour.
Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$313.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$455.00 per hour, per engine / \$568.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$455.00 per hour, per engine / \$568.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$455 plus \$57 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$909 plus \$57 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,274 plus \$57 per hour per rescue person, plus \$114 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$455 for the first response vehicle plus \$57 per rescue person. Additional rates of \$455 per hour per response vehicle and \$57 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$284 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses

listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

RESOLUTION NO. 2019R-05

A RESOLUTION APPROVING AND ADOPTING THE NORTH DAVIS FIRE DISTRICT AMENDED FEE SCHEDULE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the North Davis Fire District is a Special Service District and is authorized to provide fire prevention, fire suppression, emergency medical services, rescue and other responsibilities throughout the boundaries of the North Davis Fire District; and

WHEREAS, Utah Code Title 17D-1-103(2)(o) Special Districts, General Provisions, authorizes Local Districts to impose fees and/or other charges and/or increase a fee for service provided by the Local District; and,

WHEREAS, the North Davis Fire District has determined the need to charge fair and reasonable fees for fire prevention, fire suppression, emergency medical services, rescue and other responsibilities services rendered by the District in order to continue providing said services; and

WHEREAS, the North Davis Fire District has a Fee Schedules in accordance with the laws of the State of Utah which includes reasonable fees for fire prevention, fire suppression, emergency medical services, rescue, day to day operating costs and other responsibilities services, rates, surcharges and fees assessed for administrative services, day-to-day operating costs, which is attached as Exhibit "A"; and,

WHEREAS, the State of Utah Department of Health, Bureau of Emergency Medical Services by law establishes the maximum rates that can be charged by a licensed ambulance services provider; and,

WHEREAS, Pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-8-2, the Utah Department of Health hereby orders that the allowable base ambulance rates are determined by the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness.

WHEREAS, the North Davis Fire District desires to regulate its ambulance fees per the State allowable amount in accordance with the Utah Department of Health, Bureau of Emergency Medical Services and for said fees rates, surcharges and special provisions to be established by Utah State Law; and

WHEREAS, the Board of Trustees desires that the North Davis Fire District Fee Schedule automatically update to the most current allowable ambulance rates, surcharges and special provisions set forth by Utah Department of Health, Bureau of Emergency Medical Services; and

WHEREAS, the Board of Trustees desires that the North Davis Fire District Fee Schedule Mitigation Rates listed in Exhibit increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more.

WHEREAS, the Board of Trustees has reviewed the proposed amendments to the North Davis Fire District Fee Schedule and found it to be in the best interest of the Fire District.

NOW THEREFORE, be it resolved by the Fee Schedule assessed by the North Davis Fire District be those set forth in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the Board of Trustees of the North Davis Fire District, Utah that the proposed amendments to the North Davis Fire District Fee Schedules are hereby adopted, and shall be effective July 1, 2019.

PASSED AND ADOPTED by the Board of Trustees of the North Davis Fire District this ____ Day of _____, 2019.

NORTH DAVIS FIRE DISTRICT

Gary Petersen
Chairman

ATTEST:

Misty Rogers
District Clerk

North Davis Fire District Fee Schedule *(effective 07/01/2019)*

Administrative Fee

Photo Copies	
8 2-x11 single side	\$.25
8 2-x11 double sided	\$.40
Fire/EMS Incident Report	\$15.00
Fire Investigation Report	\$25.00
Fire Code, section/chapter, per page	\$.25
Budget Report	\$5.00
Return Check Fee	\$21.00

Public Safety Impact Fees

Residential

The total maximum allowable public safety impact fee per household is \$136.68.

Table E1: MAXIMUM ALLOWABLE IMPACT FEE PER HOUSEHOLD

Description	Amount
Per Household Buy-In Cost for Fire Station Excess Capacity	\$123.52
Per Household Debt Interest Cost for 2008 Fire Station Bond	\$16.77
Per Household Consultant Cost	\$7.59
Impact Fee Fund Balance Credit	(11.20)
Total Maximum Allowable Public Safety Impact Fee Per Household	\$136.68

The total non-residential public safety impact fee is \$0.56 per square foot before credits are made for payments on outstanding debt and lease obligations.

Commercial

Table E2: TOTAL IMPACT FEE PER NON-RESIDENTIAL SQUARE FOOT

Description	Amount
Fire Station Buy-In Cost per 1,000 SF of Non-Residential	\$224.75
Existing Apparatus Buy-In Cost per 1,000 SF of Non-Residential	\$152.12
New Apparatus Buy-In Cost per 1,000 SF of Non-Residential	\$161.30
Debt Interest Cost for 2008 Fire Station Bond per 1,000 SF of Non-Residential	\$15.00
Consult Cost per 1,000 SF of Non-Residential	\$7.52
Impact Fee Fund Balance Credit per 1,000 AF of Non-Residential	(19.69)
Total Public Safety Impact Fee per 1,000 SF of Non-Residential	\$560.68
Total Public Safety Impact Fee per Non-Residential Square Foot	\$0.56

The capital lease payments for the fire suppression vehicles included in the impact fee calculation are being made with property tax revenue. As such a credit is issued based on the net present value of the future stream of property tax capital lease payments. Table E3 shows the maximum allowable non-residential impact fee per square foot through 2021.

Table E3: NET IMPACT FEE PER NON-PER NON-RESIDENTIAL SQUARE FOOT

Year	Gross Impact Fee per 1,000 SF of Non-Residential	NPV of Capital Lease Payments	Net Impact Fee per 1,000 SF of Non-Residential	Impact Fee per Non-Residential Square Foot
2015	\$560.68	\$41.49	\$519.19	\$0.52
2016	\$560.68	\$35.86	\$524.82	\$0.52
2017	\$560.68	\$30.14	\$530.54	\$0.53
2018	\$560.68	\$24.32	\$536.36	\$0.53
2019	\$560.68	\$18.41	\$542.27	\$0.54
2020	\$560.68	\$12.39	\$548.29	\$0.54
2021	\$560.68	\$6.25	\$554.43	\$0.55

North Davis Fire District Impact Fees, Resolution No. 2015R-8, adopted and effective November 19, 2015

North Davis Fire District Impact Fees, Resolution No. 05R-06-2, adopted and effective June 6, 2005

Development Plan Reviews

Site Plan Review – Review of site plan for access roads, fire hydrant placement \$50.00

Construction Permit Fees

Automatic Fire Sprinkler System Plan Review Fee

New Construction

Original/Initial submittal for new installations:

Review of plans, one (1) visual inspection, and one (1) acceptance test

0-3,000 sq. ft.	\$250.00 Per Plan
3,001-10,000 sq. ft	\$350.00 Per Plan
10,001 sq. ft and greater	\$350.00 Per Plan

(Add \$.005 per sq. ft over 10,000 sq. ft.)

Remodels

Original/initial submittal for existing remodels

Review of plans, one (1) visual inspection, and one (1) acceptance test

0-3,000 sq. ft.	\$100.00 Per Plan
3,001-10,000 sq. ft	\$150.00 Per Plan
10,001 sq. ft and greater	\$150.00 Per Plan

(Add \$.005 per sq. ft over 10,000 sq. ft.)

Re-Review Fees

Re-review of corrected or rejected plans 3,000 sq. ft and greater \$175.00

Fire Alarm Installations

Review of plans, one (1) visual inspection, and one (1) acceptance test

Original Alarm System fee	\$300.00 per plan
Re-review of corrected or rejected plans	\$200.00 per plan

Fire Pumps

Review of plans, one (1) visual inspection, and one (1) acceptance test

Installation of or modification to fire pumps and related
Fuel pumps, jockey pumps, controllers and generators \$ 200.00

Flammable / Combustible Liquid Tanks

Installation of aboveground tanks
for the storage of flammable or combustible liquids \$110.00 per tank

Installation of underground tanks for the storage of

flammable or combustible liquids \$220.00 Per tank

Removal of underground tanks and associated piping
associated with flammable or combustible liquids. \$200.00 per tank

Spray booth / Dip Tanks / Powder Coating

Installation of spray booth, spray room or dip tanks
utilizing flammable or combustible liquids \$110.00 per installation

Propane (LPG Installation Over 125-Gallon Water Capacity)

Review of plans, one (1) visual inspection, and one (1) acceptance test
Fee \$75.00

Life Safety Features Plan Review New Construction, Additions or Remodels

Review of new or existing structures for proper egress, access, lighting and other
life safety features \$75.00

Fireworks Retail sales inspection (indoor/outdoor \$ 320.00
Fireworks display / public or private \$500.00

Permits not obtained prior to work beginning will be subject to double fees.

Cost Recovery / Standby Fee Schedule

Heavy apparatus- engines, aerials \$250.00 per hour
Light apparatus- ambulance, grass truck \$125.00 per hour
Small fleet- Chief vehicle, pickup trucks \$75.00 per hour
Maintenance & Fuel additional 66%

Manpower actual cost

Miscellaneous Inspections / Service Fees

Daycare Inspections \$30.00

Commercial Day Care/Pre-School:

Type A

\$40.00

\$75.00

Type B (with fire alarm system)

Care Facilities/Nursing Home/Assisted Living Facility \$150.00

*Group homes, rehabilitation facilities for handicapped,
substance abuse/rehabilitation* \$75.00

System Testing \$75.00

UL300 Hood Testing	\$150.00
Food Truck Inspection	\$25.00
Miscellaneous Inspection	\$75.00
Hydrant Flow Test	\$75.00

NOTE! Initial inspection fee includes one **(1)** follow-up inspection. If additional inspections are needed to gain compliance, initial fee amount will be charged.

DRAFT

Ambulance Rates

See Utah State Department EMS Reference: <https://rule.utah.gov/R426-8-2>.

Pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-8-2, the Utah Department of Health hereby orders that the allowable base ambulance rates are determined by the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness Ambulance rates, surcharges and special provisions assessed by the North Davis Fire District will automatically reflect the most current allowable rates, surcharges and special provisions set forth by Utah Department of Health. A copy of the most current Ambulance Rates shall remain with the North Davis Fire District Schedule of Fees.

Base Rate

- Basic Life Support Ground Ambulance Per transport See Attached Rates
- Advanced Life Support AEMT ground ambulance per transport See Attached Rates
- Advanced Life Support Paramedic Ambulance Transfer Service inter-facility transports and paramedic ambulance transports that provide basic life support / per transport See Attached Rates
- Advanced Life Support Paramedic ambulance transports that, under physician medical direction, provide basic or intermediate ambulance transports that have paramedics on board to continue advanced life support initiated by a paramedic service – Basic ambulance service / per transport See Attached Rates
- Advanced Life Support Intermediate ambulance service / per transport See Attached Rates

Mileage Rate

Standard Mileage Rate Per Mile
Fuel Fluctuation Rate

See Attached Rates
See Attached Rates

Surcharges

Off-Road When the ambulance is required to travel for ten miles or more on unpaved roads See Attached Rates

Special Provisions

Waiting Time Wait time beyond 15 minutes of point of pickup or point of delivery
See Attached Rates

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$494.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$562.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$687.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,483.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$454.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$796.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,842.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,707.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

FALSE ALARM BILLING RATES

- (a) The first (1st) false alarm within twelve (12) months in a calendar year is free of charge
- (b) The second (2nd) false alarm within twelve (12) months in a calendar year is billed at \$150.00
- (c) The third (3rd) false alarm in a twelve (12) month calendar year is billed at \$250.00
- (d) The fourth (4th) through sixth (6th) false alarms in a twelve-month (12) calendar year are billed at \$350.00 per event not exceed \$500.00 per calendar day.

FIRST RESPONDER (NO TRANSPORT) - \$350.00 PER INCIDENT

FIRST RESPONDER SUBSCRIPTION (NO TRANSPORT) - \$50.00 PER YEAR

FIRE INVESTIGATION

Fire Investigation Team - \$313.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$455.00 per hour, per engine / \$568.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$455.00 per hour, per engine / \$568.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1 - Billed at \$455 plus \$57 per hour, per rescue person

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Level 2 - Billed at \$909 plus \$57 per hour, per rescue person

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Level 3 - Billed at \$2,274 plus \$57 per hour per rescue person, plus \$114 per hour per HAZMAT team member.

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE - Minimum billed \$455 for the first response vehicle plus \$57 per rescue person. Additional rates of \$455 per hour per response vehicle and \$57 per hour per rescue person.

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

CHIEF RESPONSE- Billed at \$284 per hour.

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.
Miscellaneous equipment billed at \$341.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

The Mitigation Rates lists will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

RESOLUTION 2019R-07

A RESOLUTION APPROVING AND ADOPTING A TENTATIVE BUDGET FOR THE NORTH DAVIS FIRE DISTRICT FOR FISCAL YEAR 2020 WITH THE PERIOD BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 AND APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH THEREIN

WHEREAS, the Administrative Control Board of the North Davis Fire District (hereinafter referred to sometimes as the "District") is required by law to adopt a Budget for the 2020 Budget Year in accordance with the "Fiscal Procedures for Local Districts," §§17B-1-607, et seq., Utah Code Annotated, 1953; and,

WHEREAS, the District Treasurer has heretofore caused to be prepared and submitted to the Administrative Control Board a Tentative Budget for the District for the 2020 Budget Year; and

WHEREAS, said Tentative Budget appears to be in proper form, subject to minor modifications, and appears correctly to set forth the anticipated disbursements and anticipated receipts of the District for the 2020 Budget Year; and,

WHEREAS, a Public Hearing on said Tentative Budget was duly advertised and held according to law in accordance with the "Fiscal Procedures for Local Districts," §§17B-1-609 and §§17B-1-610, et seq., Utah Code Annotated, 1953; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Administrative Control Board of the North Davis Fire District that the hereto attached Tentative Budget, together with the modifications and adjustments made by the Administrative Control Board. A public hearing will be held, pursuant to authority granted by the provisions of § 17B-1-609 Utah Code Annotated, 1953, and consideration of adoption of the Fiscal Year 2020 Budget will be held by the North Davis Fire District Administrative Control Board on June 20, 2019. A copy of the Fiscal Year 2020 Tentative Budget for the North Davis Fire District will be available for public review at Station 41 of the North Davis Fire District, 381 N 3150 W, West Point City UT 84015.

PASSED AND ADOPTED by the /Administrative Control Board of the North Davis Fire District this ____ day of _____, 2019

NORTH DAVIS FIRE DISTRICT

Gary Petersen, Chairman

ATTEST:

Misty Rogers, District Clerk

RESOLUTION NO. 2019R-07

**RESOLUTION OF THE NORTH DAVIS FIRE DISTRICT
APPROVING AN INTERLOCAL AGREEMENT WITH THE
COMMUNITY DEVELOPOMENT AND RENEWAL
AGENCY OF CLEARFIELD THE LIFETIME PRODUCTS
COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, after careful analysis and consideration of relevant information, the NORTH DAVIS FIRE DISTRICT (the “**Taxing Entity**”) and the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF CLEARFIELD (the “**Agency**”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the Taxing Entity consents to the Agency receiving certain property tax increment from the Lifetime Products Community Development Project area (the “**Project Area**”) through the adoption of the Lifetime Products Plan (the “**Project Area Plan**”) attributable to the Taxing Entity’s tax levy and that such tax increment be used to fund the Project Area and the Community Development Project Area Plan; and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY OF THE NORTH DAVIS FIRE DISTRICT THAT:

1. The Interlocal Agreement between the Taxing Entity and the Agency attached hereto is approved and shall be executed by the Agency, by signature of the appropriate person(s); and
2. The Agency is allowed to collect the Taxing Entities portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and
3. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Taxing Entity for review and signature indicating approval as to proper form and compliance with applicable law; and
4. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the Agency; and

5. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

6. In the event this Interlocal Agreement is not adopted by the Taxing Entity, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the legislative body of the North Davis Fire District this ____ day of May, 2019.

NORTH DAVIS FIRE DISTRICT

Gary Petersen, Chairman

ATTEST:

Misty Rogers, District Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah (the “Fire District”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Clearfield City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency has created the Lifetime Products Community Reinvestment Project Area (the “Project Area”), through the adoption of the Lifetime Products Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, as a distribution facility for Lifetime Products. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$74,274 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (the “School District”), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$425,338 per year; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the Fire District for the Fire District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit “B”; and

J. **WHEREAS**, the Agency has created the Lifetime Products Community Reinvestment Project Area Budget (the “Project Area Budget”), a copy of which is attached as Exhibit “C”, which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Fire District has determined that significant additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Fire District has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$5,267,275, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)’s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit “A” (the “Property”), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year (“Year One”) of payment of Tax Increment from the Fire District to the Agency shall be determined by the Agency but shall be no later than 2021. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.

6. **Total Payment to Agency.** The County is authorized and instructed to remit to the Agency, beginning with property tax receipts in Year One and continuing through Year Fifteen, 75% of the Fire District's annual Tax Increment generated from the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collecting agency for the Fire District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the Fire District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the Fire District from the Project Area.

8. **No Independent Duty.** The Fire District shall be responsible to remit to the Agency only Tax Increment received by the County. The Fire District shall have no independent duty to pay any amount to the Agency other than the Tax Increment received by the Fire District on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:
North Davis Fire District
Attn: Board of Trustees
381 North 3150 West
West Point, UT 84015
Phone: (801) 525-2850

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: Agency Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

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

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of

eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the Year Fifteen Tax Increment payment.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
 - a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
 - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
 - f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this

Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Fire District: NORTH DAVIS FIRE DISTRICT

By: _____
Its: Board President

Attest:

Secretary

Approved as to form:

Attorney for Fire District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"

**to
INTERLOCAL AGREEMENT**

Legal Description of Project

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

DRAFT PROJECT AREA PLAN

LIFETIME PRODUCTS COMMUNITY REINVESTMENT AREA (CRA)

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY, UTAH



SEPTEMBER 2018


**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

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Definitions

As used in this Community Reinvestment Project Area Plan, the term:

"Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"Agency" shall mean the Clearfield Community Development and Renewal Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

"Base taxable value" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

"Base year" shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

"Base taxable year" shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

"City" or "Community" shall mean the City of Clearfield.






"Legislative body" shall mean the City Council of Clearfield which is the legislative body of the City.

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

"Net Present Value (NPV)" shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

"Project Area Budget" shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

-  the base taxable value of property in the Project Area;
-  the projected tax increment expected to be generated within the Project Area;
-  the amount of tax increment expected to be shared with other taxing entities;
-  the amount of tax increment expected to be used to implement the Project Area plan;
-  if the area from which tax increment is to be collected is less than the entire Project Area:
 - the tax identification number of the parcels from which tax increment will be collected; or

- a legal description of the portion of the Project Area from which tax increment will be collected; and

☞ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

“Project Area Plan” or **“Plan”** shall mean the written plan (outlined by 17C-5-302 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the LIFETIME PRODUCTS PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

“Taxes” includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

“Taxing Entity” shall mean any public entity that levies a tax on any property within the Project Area.

“Tax Increment” shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

“Tax Increment Period” shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

“Tax Year” shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.

Introduction

The Clearfield Community Development and Renewal Agency (the “Agency”), following thorough consideration of the needs and desires of Clearfield City (the “City”) and its residents, as well as the City’s capacity for new development, has carefully crafted this draft Project Area Plan (the “Plan”) for the Lifetime Products Community Reinvestment Project Area (the “Project Area”). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the vicinity of the Freeport Center, generally to east of 775 and to the west and south of SR-193. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities – Community Reinvestment Agency Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **August 28, 2018**.

Utah Code
§17C-5-104

Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order to adopt a community reinvestment project area plan, the Agency shall;

- ☞ Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- ☞ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency’s deliberations and considerations regarding the Project Area; and
- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

UTAH CODE
§17C-5-105(1)

Description of the Boundaries of the Proposed Project Area

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area is located in the vicinity of the Freeport Center and runs along the south side of SR-193, to the east of 775 W. The majority of land use in the project area is vacant. The Project Area is comprised of approximately 37 acres of property.

As delineated in the office of the Davis County Recorder, the Project Area encompasses all or part of the parcels detailed in **Exhibit C**.

UTAH CODE
§17C-5-105(1)

General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

General Land Uses

The property within the Project Area is currently vacant. The majority of the property surrounding the Project Area is industrial.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

Type	Acres	% of Area
Vacant	37.07	100%
Total	37.07	100%

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

Layout of Principal Streets

The principal streets within the Project Area are **SR-193 and 775 W**. The Project Area map, provided in **Exhibit B**, shows the principal streets in the area.

Population Densities

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

Building Densities

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of an underutilized area of the Freeport Center. The types of land uses will include: a distribution facility and other contemplated uses of the Lifetime Products expansion.

Land Use – It is anticipated that future development within the Project Area will create space for a distribution facility and any other contemplated uses of the Lifetime Products expansion.

Layout of Principal Streets – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area.

Population Densities – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will increase as the Project Area is anticipated to create approximately 150 new jobs.

UTAH CODE
§17C-5-105(c)

Standards Guiding the Community Reinvestment

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE
§17C-5-105(d)

How the Purposes of this Title Will Be Attained By Community Development

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the expansion of the Lifetime Products footprint within the Freeport Center.

UTAH CODE
§17C-5-105(e)

Conformance of the Proposed Development to the Community's General Plan

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.



UTAH CODE
§17C-5-105(G)

Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment

The Project Area is being created in order to assist with the expansion of Lifetime Products within the Freeport Center. It is anticipated that Lifetime will construct a distribution facility between 600,000-700,000 square feet..

The Lifetime expansion will create 150 additional jobs to the local economy and strengthen Lifetime's presence in the City and local community for the foreseeable future.

UTAH CODE
§17C-5-105(H)

Method of Selection of Private Developers to undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE
§17C-5-105(I)

Reason for Selection of the Project Area

The Project Area is the last large piece of developable land within the Freeport Center. Lifetime Products currently resides in over 25 buildings within the Freeport Center. Building their new distribution facility in the Project Area will increase their current capacity and footprint in the Freeport Center, which will increase the tax base to the City, County and State of Utah.

UTAH CODE
§17C-5-105(J)

Description of Physical, Social and Economic Conditions Existing in the Project Area

Physical Conditions

The Project Area consists of approximately 37 acres of relatively flat, privately owned land as shown on the Project Area map.

Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are few residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, as the Freeport Center is a manufacturing, warehouse and distribution facility.

Economic Conditions

The Project Area is within the vicinity of the Freeport Center. The Agency wants to encourage development within the Project Area that will directly benefit the existing economic base of the City.

UTAH CODE
§17C-5-105(K)

Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- ☐ Foster and accelerate economic development;
- ☐ Stimulate job development;
- ☐ Promote the use of transit and the walkability of the area;
- ☐ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☐ Assist with property acquisition and/or land assembly; and
- ☐ Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

UTAH CODE
§17C-5-105(2)

Anticipated Public Benefit to be Derived from the Community Development

The Beneficial Influences upon the Tax Base of the Community

UTAH CODE
§17C-5-105(2)(ii)(A)

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and housing opportunities. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE
§17C-5-105(2)(ii)(B)

The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).

UTAH CODE
§17C-5-105(2)(B)

Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the expansion will require over \$60,000,000 of private capital. Creating a CRA will act as a catalyst for the expansion.

UTAH CODE
§17C-5-105(2)(C)

But For Analysis

Lifetime Products has other potential expansion locations. Due to the high land costs of the Freeport Center, expanding in Clearfield is more cost-prohibitive than the other locations. But for the creation of the CRA and the public participation, the expansion would likely not occur in the City. Furthermore, losing the expansion may have long term consequences, as Lifetime may move additional facilities currently in the Freeport Center. Lifetime has informed the City that without public participation, they will select another site for their expansion. Public participation will bring \$2,175,705 of benefit to the taxing entities.

UTAH CODE
§17C-5-105(2)

Cost/Benefit Analysis

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity. With this understanding, the following

represents the benefits (revenues) and costs (expenditures) anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to Clearfield City and the other taxing entities that participate in the Project Area.

TABLE 2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Davis County	75%	15 Years	\$597,472	\$431,104
Davis County Library	75%	15 Years	112,719	81,332
Davis School District	75%	15 Years	2,270,873	1,638,542
Clearfield City	75%	15 Years	523,125	377,459
Weber Basin Water Conservancy District	75%	15 Years	52,163	37,638
Mosquito Abatement District – Davis	75%	15 Years	32,077	23,145
North Davis Sewer District	75%	15 Years	284,496	205,277
North Davis Fire District	75%	15 Years	354,346	255,677
Total Sources of Tax Increment Funds			\$4,227,271	\$3,050,175

TABLE 3: BENEFIT ANALYSIS FOR TAXING ENTITIES

Entity	Property Tax*	Franchise Taxes	Total Incremental Revenues
Davis County	\$199,157	-	\$199,157
Davis County Library	37,573	-	37,573
Davis School District	756,958	-	756,958
Clearfield City	174,375	766,615	940,990
Weber Basin Water Conservancy District	17,388	-	17,388
Mosquito Abatement District – Davis	10,692	-	10,692
North Davis Sewer District	94,832	-	94,832
North Davis Fire District	118,115	-	118,115
Total Revenue	\$1,409,090	\$766,615	\$2,175,705

* Property Tax revenues include only the incremental value going to the entity. The contribution to the Agency is not included.

EXHIBIT A: Legal Description of Lifetime Products CRA

Freeport Center 700 West Subdivision

Proposed Lot 2 Boundary Description

A part of the Southwest Quarter of Section 2, Township 4 North, Range 2 West, Salt Lake Base and Meridian:

Beginning at a point on the South right of way line of Highway SR-193, said point is 1248.50 feet South 89°49'30" East (South 89°49'38" East by record) along the East-West Quarter Section Line; and 139.00 feet South 00°10'30" West from the West Quarter corner of said Section and running thence South 89°49'30" East (South 89°49'38" East by record) 1,400.20 feet along said South right of way line to the North-South Quarter Section line; thence South 00°11'45" West 924.26 feet along the said Quarter section line to the North line of the Union Pacific Railroad right of way; thence South 72°13'00" West (South 71°15' West by record) 1,495.03 feet along said North right of way line to the East right of way line; thence North 04°30'00" East 195.25 feet to a point of curvature; thence Northerly along the arc of a 2,671.76 feet radius curve to the left a distance of 201.68 feet (Central Angle equals 04°19'30", and Long Chord bears North 02°20'15" East 201.63 feet); thence North 00°10'30" East 989.04 feet to the POINT OF BEGINNING.

Containing 37.0733 acres, more or less.

EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES



CLEARFIELD CITY LIFETIME CRA

 Proposed CRA

0 275 550 1,100 Feet



LEWIS & YOUNG
ROBERTSON & BURNINGHAM, INC.

EXHIBIT C: Parcel List

Taxable Property Schedule (2018)		
Parcel_ID	Owner	Acres
12-02-10034	Freeport Center Associates	37.07
Total		37.07

DRAFT

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

DRAFT PROJECT AREA BUDGET

LIFETIME PRODUCTS COMMUNITY REINVESTMENT AREA (CRA)

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY, UTAH



SEPTEMBER 2018



LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

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Section 1: Introduction

The Clearfield Community Development and Renewal Agency (the “Agency”), following thorough consideration of the needs and desires of the City of Clearfield (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the Lifetime Products Community Reinvestment Project Area (the “Project Area”). The Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the vicinity of the Freeport Center, generally to east of 775 and to the west and south of SR-193.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the “Budget”) is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Section 2: Description of Community Development Project Area

The Project Area is in the vicinity of the Freeport Center and runs along the south side of SR-193, to the east of 775 W. Most of the land use in the project area is vacant. The Project Area is comprised of approximately 37 acres of property.

A map of the Project Area is attached hereto in **EXHIBIT A**.

Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$5,267,275. Using the tax rates established within the Project Area the property taxes levied equate to \$74,274 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

Payment Trigger

Each Phase will have a fifteen-year (15) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The first year of tax increment shall be determined by the Agency.

Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2018. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2020 or as late as 2021. It is currently estimated that during the 15-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$5.64 million or at a net present value (NPV)¹ of \$4.07 million. This amount is over and above the \$1.11 million of base taxes that the property would generate over 15 years at the \$74,274 annual amount it currently generates as shown in Table 4.1 below.

¹ Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

Section 4: Property Tax Increment

Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area (“Base Taxes”). The current assessed value is estimated to be \$5,267,275. Based upon the tax rates in the area, the collective taxing entities are receiving \$74,274 in property tax annually from this Project Area. This equates to approximately \$1,114,108 over the 15-year life of the Project Area.

TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 15 YEARS)

Entity	Total	NPV at 4%
Davis County	\$157,465	\$116,717
Davis County Library	29,707	22,020
Davis School District	598,494	443,619
Clearfield City	137,871	102,193
Weber Basin Water Conservancy District	13,748	10,190
Mosquito Abatement District – Davis	8,454	6,266
North Davis Sewer District	74,980	55,577
North Davis Fire District	93,389	69,222
Total Revenue	\$1,114,108	\$825,805

Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 75% of their respective tax increment for 15 years. The City, County and the State will *not* contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Davis County	75%	15 Years	\$597,472	\$431,104
Davis County Library	75%	15 Years	112,719	81,332
Davis School District	75%	15 Years	2,270,873	1,638,542
Clearfield City	75%	15 Years	523,125	377,459
Weber Basin Water Conservancy District	75%	15 Years	52,163	37,638
Mosquito Abatement District – Davis	75%	15 Years	32,077	23,145
North Davis Sewer District	75%	15 Years	284,496	205,277
North Davis Fire District	75%	15 Years	354,346	255,677
Total Sources of Tax Increment Funds			\$4,227,271	\$3,050,175

Uses of Tax Increment

Lifetime Products has other potential expansion locations. Due to the high land costs of the Freeport Center, expanding in Clearfield is more cost-prohibitive than the other locations. But for the creation of the CRA and the public participation, the expansion would likely not occur in the City. Furthermore, losing the expansion may have greater long-term circumstances, as Lifetime may move additional facilities currently in the Freeport Center.

The Agency will use 5% of the tax increment to administer the CRA. Most of the remaining tax increment collected by the Agency will be used to overcome the obstacles outlined above (85%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 10% will go towards affordable housing, as required by the Act.

TABLE 4.3: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
Redevelopment Activities	\$3,593,180	\$2,592,649
CRA Housing Requirement	422,727	305,017
Project Area Administration	211,364	152,509
Total Uses of Tax Increment Funds	\$4,227,271	\$3,050,175

A multi-year projection of tax increment is including in **EXHIBIT B**.

Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately \$74,274 in property taxes annually from this Project Area. At the end of 15 years an additional \$425,338 in property taxes annually is anticipated, totaling approximately \$499,612 in property taxes annually for the area. “But for” the assistance provided by the RDA through tax increment revenues, this 573 percent increase in property taxes generated for the taxing entities would not be possible.

TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Davis County	\$10,498	\$60,116	\$70,614
Davis County Library	1,980	11,342	13,322
Davis School District	39,900	228,490	268,390
Clearfield City	9,191	52,636	61,827
Weber Basin Water Conservancy District	917	5,248	6,165
Mosquito Abatement District – Davis	564	3,228	3,791
North Davis Sewer District	4,999	26,625	33,624
North Davis Fire District	6,226	35,653	41,879
Total Revenue	\$74,274	\$425,338	\$499,612

Section 5: Cost/Benefit Analysis

Additional Revenues

Other Tax Revenues

The development within the Project Area will also generate sales taxes, energy sales and use taxes for natural gas and telecommunications.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and energy sales and use tax.

TABLE 5.1 TOTAL REVENUES

Entity	Property Tax	Franchise Tax	Total Incremental Revenues
Davis County	\$769,629	-	\$769,629
Davis County Library	150,292	-	150,292
Davis School District	3,027,830	-	3,027,830
Clearfield City	697,500	\$766,615	1,464,115
Weber Basin Water Conservancy District	69,550	-	69,550
Mosquito Abatement District – Davis	42,769	-	42,769
North Davis Sewer District	379,328	-	379,328
North Davis Fire District	472,461	-	472,461
Total Revenue	\$5,636,361	\$766,615	\$6,402,976

Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

TABLE 5.2 TOTAL EXPENDITURES

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Davis County	\$597,472	\$82,522	-	-	\$679,994
Davis County Library	112,719	²	-	-	112,719
Davis School District	2,270,873	63,423	-	-	2,334,296
Clearfield City	523,125	173,591	46,575	122,472	865,763
Weber Basin Water Conservancy District	52,163	8,549	-	-	60,712
Mosquito Abatement District – Davis	32,077	1,276	-	-	33,353
North Davis Sewer District	284,496	1,758	-	-	286,254
North Davis Fire District	354,346	23,087	-	-	377,433
Total Expenditures	\$4,227,271	\$354,206	\$46,575	\$122,472	\$4,750,524

The total net benefit to the taxing entities of participating in the Project Area is \$1,652,452, with the City's net benefit being \$598,352.

² The Library's General Government expenditure is included in the County's \$82,522 expense.

Exhibit A: Project Area Map



CLEARFIELD CITY LIFETIME CRA


 Proposed CRA





Exhibit B: Multi-Year Budget

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	2.5%

INCREMENTAL TAX ANALYSIS:	Payment Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	TOTALS	NPV
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15		
Cumulative Taxable Value																		
Building Value		\$14,676,000	\$14,676,000	\$14,676,000	\$14,676,000	\$14,676,000	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500	\$23,848,500		
Land Value		\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920	\$2,737,920		
Personal Property Value		\$2,201,400	\$2,201,400	\$2,201,400	\$2,201,400	\$2,201,400	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275	\$3,577,275		
Total Assessed Value:		\$19,615,320	\$19,615,320	\$19,615,320	\$19,615,320	\$19,615,320	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695		
Value of Current Property		\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275	\$5,267,275		
Less Base Year Value		\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)	\$ (5,267,275)		
TOTAL INCREMENTAL VALUE:		\$19,615,320	\$19,615,320	\$19,615,320	\$19,615,320	\$19,615,320	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695	\$30,163,695		
TAX RATE & INCREMENT ANALYSIS:	2017 Rates																	
Davis County	0.001993	39,093	39,093	39,093	39,093	39,093	60,116	60,116	60,116	60,116	60,116	60,116	60,116	60,116	60,116	60,116	796,629	574,805
Davis County Library	0.000376	7,375	7,375	7,375	7,375	7,375	11,342	11,342	11,342	11,342	11,342	11,342	11,342	11,342	11,342	11,342	150,292	108,443
Davis School District	0.007575	148,586	148,586	148,586	148,586	148,586	228,490	228,490	228,490	228,490	228,490	228,490	228,490	228,490	228,490	228,490	3,027,830	2,184,722
Clearfield City	0.001745	34,229	34,229	34,229	34,229	34,229	52,636	52,636	52,636	52,636	52,636	52,636	52,636	52,636	52,636	52,636	697,500	503,279
Weber Basin Water Conservancy District	0.000174	3,413	3,413	3,413	3,413	3,413	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248	69,550	50,184
Mosquito Abatement District - Davis	0.000107	2,099	2,099	2,099	2,099	2,099	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	3,228	42,769	30,860
North Davis Sewer District	0.000949	18,615	18,615	18,615	18,615	18,615	28,625	28,625	28,625	28,625	28,625	28,625	28,625	28,625	28,625	28,625	379,328	273,703
North Davis Fire District	0.001182	23,185	23,185	23,185	23,185	23,185	35,653	35,653	35,653	35,653	35,653	35,653	35,653	35,653	35,653	35,653	472,461	340,903
Totals:	0.014101	276,596	276,596	276,596	276,596	276,596	425,338	425,338	425,338	425,338	425,338	425,338	425,338	425,338	425,338	425,338	5,636,361	4,066,900
TOTAL INCREMENTAL REVENUE IN PROJECT AREA:		\$276,596	\$276,596	\$276,596	\$276,596	\$276,596	\$425,338	\$425,338	\$425,338	\$425,338	\$425,338	\$425,338	\$425,338	\$425,338	\$425,338	\$425,338	\$5,636,361	\$4,066,900
PROJECT AREA BUDGET																		
Sources of Funds:		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Property Tax Participation Rate for Budget																		
Davis County		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Davis County Library		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Davis School District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Clearfield City		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Weber Basin Water Conservancy District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Mosquito Abatement District - Davis		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
North Davis Sewer District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
North Davis Fire District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Property Tax Increment for Budget																		
Davis County		\$29,320	\$29,320	\$29,320	\$29,320	\$29,320	\$45,087	\$45,087	\$45,087	\$45,087	\$45,087	\$45,087	\$45,087	\$45,087	\$45,087	\$45,087	\$597,472	\$431,104
Davis County Library		\$5,532	\$5,532	\$5,532	\$5,532	\$5,532	\$8,506	\$8,506	\$8,506	\$8,506	\$8,506	\$8,506	\$8,506	\$8,506	\$8,506	\$8,506	\$112,719	\$81,332
Davis School District		\$111,440	\$111,440	\$111,440	\$111,440	\$111,440	\$171,367	\$171,367	\$171,367	\$171,367	\$171,367	\$171,367	\$171,367	\$171,367	\$171,367	\$171,367	\$2,270,873	\$1,638,542
Clearfield City		\$25,672	\$25,672	\$25,672	\$25,672	\$25,672	\$39,477	\$39,477	\$39,477	\$39,477	\$39,477	\$39,477	\$39,477	\$39,477	\$39,477	\$39,477	\$523,125	\$377,459
Weber Basin Water Conservancy District		\$2,560	\$2,560	\$2,560	\$2,560	\$2,560	\$3,936	\$3,936	\$3,936	\$3,936	\$3,936	\$3,936	\$3,936	\$3,936	\$3,936	\$3,936	\$52,163	\$37,638
Mosquito Abatement District - Davis		\$1,574	\$1,574	\$1,574	\$1,574	\$1,574	\$2,421	\$2,421	\$2,421	\$2,421	\$2,421	\$2,421	\$2,421	\$2,421	\$2,421	\$2,421	\$32,077	\$23,145
North Davis Sewer District		\$13,961	\$13,961	\$13,961	\$13,961	\$13,961	\$21,469	\$21,469	\$21,469	\$21,469	\$21,469	\$21,469	\$21,469	\$21,469	\$21,469	\$21,469	\$284,496	\$205,277
North Davis Fire District		\$17,389	\$17,389	\$17,389	\$17,389	\$17,389	\$26,740	\$26,740	\$26,740	\$26,740	\$26,740	\$26,740	\$26,740	\$26,740	\$26,740	\$26,740	\$354,346	\$255,677
Total Property Tax Increment for Budget:		\$207,447	\$207,447	\$207,447	\$207,447	\$207,447	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$4,227,271	\$3,050,175
Uses of Tax Increment Funds:		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Redevelopment Activities (Infrastructure, Relocation, Incentives, etc.)	85.0%	\$176,330	\$176,330	\$176,330	\$176,330	\$176,330	\$271,153	\$271,153	\$271,153	\$271,153	\$271,153	\$271,153	\$271,153	\$271,153	\$271,153	\$271,153	\$3,593,180	\$2,592,649
CRA Housing Requirement	10.0%	\$20,745	\$20,745	\$20,745	\$20,745	\$20,745	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$422,727	\$305,017
RDA Administration	5.0%	\$10,372	\$10,372	\$10,372	\$10,372	\$10,372	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$211,364	\$152,509
Total Uses		\$207,447	\$207,447	\$207,447	\$207,447	\$207,447	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$319,004	\$4,227,271	\$3,050,175
REMAINING TAX REVENUES FOR TAXING ENTITIES		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Davis County		\$9,773	\$9,773	\$9,773	\$9,773	\$9,773	\$15,029	\$15,029	\$15,029	\$15,029	\$15,029	\$15,029	\$15,029	\$15,029	\$15,029	\$15,029	\$199,157	\$143,701
Davis County Library		\$1,844	\$1,844	\$1,844	\$1,844	\$1,844	\$2,835	\$2,835	\$2,835	\$2,835	\$2,835	\$2,835	\$2,835	\$2,835	\$2,835	\$2,835	\$37,573	\$27,111
Davis School District		\$37,147	\$37,147	\$37,147	\$37,147	\$37,147	\$57,122	\$57,122	\$57,122	\$57,122	\$57,122	\$57,122	\$57,122	\$57,122	\$57,122	\$57,122	\$756,958	\$546,181
Clearfield City		\$8,557	\$8,557	\$8,557	\$8,557	\$8,557	\$13,159	\$13,159	\$13,159	\$13,159	\$13,159	\$13,159	\$13,159	\$13,159	\$13,159	\$13,159	\$174,375	\$125,820
Weber Basin Water Conservancy District		\$853	\$853	\$853	\$853	\$853	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$17,388	\$12,546
Mosquito Abatement District - Davis		\$525	\$525	\$525	\$525	\$525	\$807	\$807	\$807	\$807	\$807	\$807	\$807	\$807	\$807	\$807	\$10,692	\$7,715
North Davis Sewer District		\$4,654	\$4,654	\$4,654	\$4,654	\$4,654	\$7,156	\$7,156	\$7,156	\$7,156	\$7,156	\$7,156	\$7,156	\$7,156	\$7,156	\$7,156	\$94,832	\$68,426
North Davis Fire District		\$5,796	\$5,796	\$5,796	\$5,796	\$5,796	\$8,913	\$8,913	\$8,913	\$8,913	\$8,913	\$8,913	\$8,913	\$8,913	\$8,913	\$8,913	\$118,115	\$85,226
Total		\$69,149	\$69,149	\$69,149	\$69,149	\$69,149	\$106,335	\$106,335	\$106,335	\$106,335	\$106,335	\$106,335	\$106,335	\$106,335	\$106,335	\$106,335	\$1,409,090	\$1,016,725