

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
May 27, 2014 – POLICY SESSION

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

Mission Statement: To provide leadership in advancing core community values; sustain safety, security and health; and provide progressive, caring and effective services. We take pride in building a community where individuals, families and businesses can develop and thrive.

6:00 P.M. WORK SESSION

Presentation by the Best Friends Animal Society
Discussion on SR 193 Maintenance Cooperation Agreement
Discussion on UDOT Agreement for SR 193

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Jones

APPROVAL OF MINUTES:

April 22, 2014 – Work Session

May 13, 2014 – Policy Session

PRESENTATIONS:

1. **PRESENTATION TO ELIJAH ROBERTSON FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT**

BACKGROUND: Elijah Robertson has completed the requirements to receive the rank of Eagle Scout. Mayor Shepherd and the City Council desire to recognize Elijah and acknowledge his achievement.

2. **PRESENTATION TO KEVIN REID FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT**

BACKGROUND: Kevin Reid has completed the requirements to receive the rank of Eagle Scout. Mayor Shepherd and the City Council desire to recognize Kevin and acknowledge his achievement.

3. **SPECIAL RECOGNITION TO PATRICIA ERDMAN AND JENNIFER AND GREG FREEMAN AS CLEARFIELD HOMETOWN HEROES**

BACKGROUND: Patricia Erdman founded the non-profit organization “Food Between Friends” which feeds between 1,200 -1,500 low-income families in our community each year. The Program relies strictly on donations and private funding and is believed to be the only mobile food program in northern Utah. She picks up the food which is donated by local companies, boxes it, and has friends help deliver it. In addition to food drives, clothing drives are held a couple of times per year. As a senior at Weber State University, Ms. Erdman received the Newman Civic Fellow Award for her service in 2012. Jennifer and Greg Freeman are Clearfield residents and are some of the volunteers who pick up donated food for distribution and deliver the

food boxes to low-income residents within the City. Mayor Shepherd and the City Council desire to acknowledge Ms. Erdman and the Freeman's for their service to the community.

4. SCHOLARSHIP PRESENTATIONS BY DR. SHELDON PECK TO CLEARFIELD HIGH STUDENTS

BACKGROUND: The Dr. Sheldon and Angela A. Peck Scholarship Award is awarded to deserving graduates of Clearfield High School with a career goal in Science or Health Sciences. Applicants are required to exhibit qualities in leadership, service, academics, write a personal essay and receive administrative and community recommendations. This year's recipients are: Tayler Green, Emily Hein, Brittney Nash, Emily Harvey, Ellie Penner and Ashlee Reed.

PUBLIC HEARINGS:

5. PUBLIC HEARING TO RECEIVE COMMENT ON ZONING TEXT AMENDMENT ZTA 1404-0002 AMENDING TITLE 11, CHAPTER 5 TO PROPOSE STANDARDS FOR ADMINISTRATIVE SITE PLAN REVIEW

BACKGROUND: Staff is proposing a change to the Site Plan Review section of the City Code to allow for Administrative Site Plan Reviews for minor site plans, or those that have a limited impact burden on city infrastructure and neighboring developments. The Planning Commission considered changes to the Site Plan Ordinance in a public hearing held on May 7, 2014. It opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide time for the public to provide comment.

RECOMMENDATION: Open the Public Hearing, receive any public comment and continue the public hearing until Tuesday, June 24, 2014, at 7:00 p.m.

6. PUBLIC HEARING TO RECEIVE COMMENT ON ZONING TEXT AMENDMENT ZTA 1404-0003 FOR TITLE 11, CHAPTER 14 TO PROPOSE STANDARDS FOR GRAVEL PARKING AREAS WITHIN RESIDENTIAL ZONES

BACKGROUND: In November 2009, the City adopted new standards for all off street parking requiring it to be on an impermeable surface, effective January 1, 2015. Clearfield City Council recently requested staff to consider alternatives to the ordinance which would limit the financial burden to the residents and that would allow gravel parking surfaces and their maintenance to remain in the Clearfield City Code in some form. The Planning Commission considered changes to the ordinance in a public hearing held on May 7, 2014. It opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide time for the public to provide comment.

RECOMMENDATION: Open the Public Hearing, receive any public comment and continue the public hearing until Tuesday, June 24, 2014, at 7:00 p.m.

7. PUBLIC HEARING TO RECEIVE COMMENT ON ZONING TEXT AMENDMENT – PARKING IN C-1 AND C-2 ZONES

BACKGROUND: On April 22, 2014, the Clearfield City Council enacted a temporary land use regulation regarding parking lots and facilities which was applicable to all commercially zoned property within Clearfield City. The City Council asked staff and the Planning Commission to

review the parking ordinance within commercial zones and recommend language which would protect the City's remaining prime commercial property from being developed into parking lots that are not necessarily tied to a primary commercial use. The Planning Commission considered changes to the parking requirements within commercial zones in a public hearing held on May 7, 2014. It opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide time for the public to provide comment.

RECOMMENDATION: Open the Public Hearing, receive any public comment and continue the public hearing until Tuesday, June 24, 2014 at 7:00 p.m.

SCHEDULED ITEMS:

8. CITIZEN COMMENTS

9. CONSIDER APPROVAL OF ORDINANCE 2014-12 AMENDING THE PHASING PLAN OF THE MASTER DEVELOPMENT PLAN (MDP) FOR CLEARFIELD STATION, A MIXED USE DEVELOPMENT ON APPROXIMATELY 70 ACRES LOCATED AT 1250 SOUTH STATE STREET TIN 12-066-0071, 12-067-0139

BACKGROUND: The transit oriented development, Clearfield Station, received approval of a Rezone to Mixed Use (MU), approval of a Master Development Plan (MDP), and execution of an approved Master Development Agreement (MDA) by the Clearfield City Council on March 11, 2014. In developing the specific plans for culinary water, sanitary sewer, and storm water facilities the developer's engineer discovered that they were not able to adequately gravity drain sanitary sewer from all portions of the approved Phase 1B within the residential portion of the project. The amendment requests the City Council to consider trading the construction order of residential buildings between the approved Phases 1B, and 2B. On May 7, 2014 the Planning Commission's recommendation concluded that the proposed amendment to the phasing plan was not a material change to the MDP and recommended approval to the City Council based on the findings and discussion in the staff report.

RECOMMENDATION: Approve Ordinance 2014-12 Amending the Phasing Plan of the Master Development Plan (MDP) for Clearfield Station, a Mixed Use Development on approximately 70 acres located at 1250 South State Street TIN12-066-0071, 12-067-0139 and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL OF RESOLUTION 2014R-12 INDICATING THE CITY'S INTENT TO PURSUE A PARAT (PARKS, ARTS, RECREATION, AQUATICS AND TRAILS) TAX

BACKGROUND: The City Council desires to notify Davis County that it intends to submit an opinion question to voters during the November General Election relative to the imposition of a new local sales tax of 1/10 of 1% (one cent on a \$10 sale) for the purpose of funding facilities and programs to improve Parks, Arts, Recreation, Aquatics, and Trails (PARAT) in Clearfield. This Resolution is intended to fulfill the notice requirement set forth in Utah Code 59-12-1402(6).

RECOMMENDATION: Approve Resolution 2014R-10 indicating the City's intent to pursue a PARAT (Parks, Arts, Recreation, Aquatics and Trails) Tax and authorize the Mayor's signature to any necessary documents.

11. CONSIDER APPROVAL OF THE AWARD OF BID TO ADVANCED PAVING AND CONSTRUCTION FOR THE SOUTH MAIN STREET IMPROVEMENT PROJECT

BACKGROUND: Bids were received from five construction companies for the South Main Street Improvement Project. The project includes reconstructing the roadway from Antelope Drive to just short of Gordon Avenue. The lowest responsible bid was received from Advanced Paving and Construction with the bid of \$986,247.00.

RECOMMENDATION: Approve the award of bid to Advanced Paving and Construction for the South Main Street Improvement Project for the bid amount of \$986,247.00 and approve funding for the project for the bid amount of \$986,247.00 with contingency and engineering of \$100,000.00 for a total project cost of 1,086,247.00; and authorize the Mayor's signature to any necessary documents.

12. CONSIDER APPROVAL OF 2014R-11 APPROVING THE DEPOT STREET REIMBURSEMENT AGREEMENT WITH CLEARFIELD STATION, LLC

BACKGROUND: One component of the Clearfield Station project is that the Developer extend Depot Street from the north into the northwest corner of the UTA property. This is an offsite improvement that would create frontage along other properties which could develop in the future ("benefitted properties"), and which should pay their fair share of the road (and utilities therein). This agreement provides for collection from benefitted properties and reimbursement to the Developer and City for their actual costs beyond their fair share.

RECOMMENDATION: Approve Resolution 2014R-11 approving the Reimbursement Agreement for Project Improvements with Clearfield Station, LLC, and authorize the Mayor's signature to any necessary documents.

13. CONSIDER APPROVAL OF RESOLUTION 2014R-10 AUTHORIZING AN INTERLOCAL MAINTENANCE COOPERATION AGREEMENT WITH WEST POINT CITY AND SYRACUSE CITY FOR THE DEVELOPMENT AND MAINTENANCE OF LANDSCAPING ALONG THE NEWLY CONSTRUCTED SR 193 CORRIDOR

BACKGROUND: Staff has been working with representatives of West Point City and Syracuse City to develop a landscaping plan for the SR 193 corridor. The proposed agreement confirms the intent of the three participating cities to use the funding provided by UDOT as part of the SR 193 project for the development and maintenance of landscaping along corridor. The agreement further outlines the maintenance responsibilities of each of the cities once the proposed landscaping is completed.

RECOMMENDATION: Approve Resolution 2014R-10 authorizing an Interlocal Maintenance Cooperation Agreement with West Point City and Syracuse City for the development and maintenance of landscaping along the newly constructed SR 193 corridor and authorize the Mayor's signature to any necessary documents.

14. CONSIDER APPROVAL OF RESOLUTION 2014R-09 AUTHORIZING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CLEARFIELD, SYRACUSE AND WEST POINT CITIES, AND UDOT (UTAH DEPARTMENT OF TRANSPORTATION) FOR THE DEVELOPMENT AND MAINTENANCE OF LANDSCAPING ALONG THE NEWLY DEVELOPED SR 193 CORRIDOR

BACKGROUND: The proposed agreement allows for the establishment and maintenance of landscaping along the SR 193 corridor. Under the terms of the proposed agreement, Clearfield City would receive \$343,000 from UDOT for the purpose of the development of landscaping along SR 193. Clearfield City would be responsible for the development of the landscaping and the maintenance of all improvements beginning at the back of the curb including fencing, sound walls, lighting, and all irrigation and landscaping in association with Syracuse and West Point Cities.

RECOMMENDATION: Approve Resolution 2014R-09 authorizing an Interlocal Cooperative Agreement between Clearfield, Syracuse and West Point Cities, and UDOT (Utah Department of Transportation) for the development and maintenance of landscaping along the newly developed SR 193 corridor and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

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

1. APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE MAY 13, 2014 POLICY SESSION
2. CONSIDER APPROVAL OF RESOLUTION 2014R-09 APPROVING THE TAX INCREMENT PARTICIPATION AGREEMENT WITH CLEARFIELD STATION, LLC

BACKGROUND: The Clearfield Station CDA was created for the primary purpose of capturing tax increment to help pay for the cost of public infrastructure connected with the development of the UTA property. This Participation Agreement sets forth the provisions under which the CDRA would reimburse the Developer for those costs.

RECOMMENDATION: Approve Resolution 2014R-09 approving the Tax Increment Participation Agreement with Clearfield Station, LLC, and authorize the Chair's signature to any necessary documents.

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

Dated this 22nd day of May, 2014.

/s/Nancy R. Dean, City Recorder

The City of Clearfield, in accordance with the 'Americans with Disabilities Act' provides accommodations and auxiliary communicative aids and services for all those citizens needing assistance. Persons requesting these accommodations for City sponsored public meetings, service programs or events should call Nancy Dean at 525-2714, giving her 48-hour notice.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
April 22, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson Kent Bush Ron Jones Bruce Young	Councilmember Councilmember Councilmember Councilmember
EXCUSED:	Mike LeBaron	Councilmember
STAFF PRESENT:	Adam Lenhard JJ Allen Brian Brower Greg Krusi Kim Dabb Eric Howes Scott Hess Rich Knapp Kodi Nelson Nancy Dean Kim Read	City Manager Assistant City Manager City Attorney Police Chief Operations Manager Community Services Director Development Services Manager Administrative Services Director Court Supervisor City Recorder Deputy City Recorder
EXCUSED:	Scott Hodge	Public Works Director
VISITORS:	Kathryn Murray, Becky Brooks	

Mayor Shepherd called the meeting to order at 6:07 p.m.

DISCUSSION ON ENACTING A TEMPORARY LAND USE REGULATION

JJ Allen, Assistant City Manager, distributed a handout and informed the Council that the proposed Ordinance 2014-08 would temporarily, for up to six months, prohibit development of any new stand-alone parking lot which would serve a separate commercial parcel. He explained this temporary land use regulation would allow the City the necessary time to develop permanent language for a zoning text amendment. He announced the Planning Commission would address the topic at its May 7, 2014 meeting and begin discussing appropriate language for an amendment to the City's land use ordinance. He added that an ordinance would come before the Council for adoption within the next six months.

Mr. Allen informed the Council that staff had received information that certain key commercial property located within Clearfield was being considered for use as stand-alone parking to serve highly desirable retail development on adjacent property in a neighboring city. The property was one of Clearfield's last prime commercial opportunities to attract sales tax generating businesses.

He directed the Council to the handout which illustrated the limited remaining commercial opportunities available to the City and briefly reviewed it. He pointed out the City's General Plan specifically stated the few remaining vacant commercial properties in the City should be developed at their highest and best use to maximize their value to the City. He briefly reviewed four identified key points: Employment, Destination, Sales Tax Revenue and Revenue Balance, which a stand-alone parking lot would not provide to the City. He emphasized the temporary land use ordinance served to address this "compelling and countervailing public interest" which therefore justified the City's action and suggested such verbiage be included in the motion during the policy session.

Brian Brower, City Attorney, stated Mr. Allen had accurately pointed out the legal standard for justification of such an ordinance and read from the Utah State Code regarding temporary land use regulations and emphasized the importance of a detailed discussion identifying specific facts which supported the proposed temporary land use regulation.

Councilmember Bush inquired if the term "stand-alone" would be specific to a parking lot which wasn't associated with any business. Mr. Allen clarified it meant any parking lot located on a particular parcel which didn't serve a primary use/building on the same parcel. Councilmember Bush expressed concern about how adoption of the ordinance could potentially impact the proposed parking lot associated with the vacant Northrop Grumman building on 2000 East. Mr. Brower responded staff had discussed that concern and believed some solutions had been identified which would be presented to the property owners there. He added if the proposed ordinance was adopted it would indeed preclude the parking lot as it was originally intended.

Councilmember Benson inquired what would happen by the end of the six month period. Mr. Allen responded that would allow the Planning Commission to make a recommendation to the City Council and staff could draft an amendment to the City's land use ordinance with permanent language to address and correct this problem. He added the City's current definition of commercial parking facilities was not as complete as it should be and some minor adjustments to the definition and ordinance should protect the City and its scarce remaining undeveloped commercial property. Mr. Brower emphasized that without the approval of the temporary land use regulation, the City would have to grant the use if an application were received for this purpose.

Councilmember Jones asked whether there was any way another entity could maneuver around the City's intent with the temporary land use restriction or if it would have to be pursued through the court system. Scott Hess, Development Services Manager, stated the planning division formally filed application for Zoning Text Amendment which theoretically should stay any land use applications under that regulation as well. Mr. Allen added the temporary land use regulation ordinance provided necessary additional protection to the City. Mr. Brower summarized that State Code allowed the City to utilize both approaches (the temporary land use regulation as well as making formal application to amend the City's land use ordinance) to address a need such as this one which presented a compelling and countervailing public interest for the Council to protect; therefore, the City believed it had covered all possible avenues in the event legal action was brought forth against the City.

JUSTICE COURT UPDATE

Kodi Nelson, Court Supervisor, introduced herself to the Council and shared a visual presentation specific to the Justice Court and informed the Council about the Justice Court.

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

The work session reconvened at 8:40 p.m.

VISITORS: Kathryn Murray, Becky Brooks, Shawn Young, Mindi Weaver, Korven Weaver, Skyler Cullens, John Cullens, Rayden Weaver, Lydia Flores, Richard Christensen, Ernie Higham

DISCUSSION ON THE YOUTH RESOURCE CENTER

Adam Lenhard, City Manager, reminded the Council of the discussion specific to the Youth Resource Center (YRC) from a previous work session in which Eric Howes, Community Services Director, had been requested to complete some research and options for the Council to consider on whether to continue programs at the YRC or close the Center. He mentioned although the City valued the program, it was unsustainable given the number of participants in association with the cost. He continued staff had been directed to determine the best use for the facility and property.

Mr. Howes briefly shared statistics relative to the YRC:

- Served youth between the ages of 10-15
- Average attendance of youth served was approximately 50
- The Center could only accommodate
- Operation costs were \$24,000 per year:
 - \$12,000 General Fund
 - \$8,000 CDBG Funding
 - \$4,000 on Utilities from the General Fund

He summarized based upon that information the cost per person per year was approximately \$480.

Mr. Howes reviewed options with the Council:

- There were other after school programs which could serve the youth of the community. He stated Wasatch Elementary provided a program for 10-12 year olds and Program Care offered at North Davis Junior High (NDJH) was designed for those 12-15 years old.
- Additional programing to take place at the Aquatic Center. He announced contact had been made with the Boys & Girls Club to solicit its interest in providing a program and indicated only one conversation had taken place in two months with five different attempts. He informed the Council that the Boys and Girls Club's original decision to leave the YRC was based on its proximity to Mabey Pond because the Director was not willing to accept liability associated with the pond.

- Program Care, after school program offered at NDJH. He reported meetings had taken place with the Program Care director who had expressed excitement about a potential partnership with the City enhancing that program. He explained that partnership would allow him the opportunity to possibly receive additional funding through grants. He stated after meeting with representatives from Wasatch Elementary they had also expressed similar interest identifying some of the same benefits. He pointed out the challenge associated with the proposed partnership would be offering a program during the summer months and suggested the City might have to assume that responsibility. He mentioned the school would need to grant the City access to the school facilities for the summer program; otherwise, it would need to be combined with the City's Recreate in the Park. He explained the benefit of having an indoor facility.

Mr. Howes stated students participating in Program Care were assessed a fee; however, he indicated students wouldn't be turned away due to an inability to pay especially if there was a partnership with the City. He didn't know how that would be administered or how eligibility would be determined.

He explained the other major difference was that Program Care was a structured program and reviewed what a participant could expect from attending. He summarized the YRC provided a supervised place for social activity as opposed to a rigid curriculum associated with Program Care. He also emphasized the YRC could accommodate siblings from 10-15 years of age together compared to Program Care in which participants would be segregated by age and required to participate at their specific school. He expressed his opinion the variety of activities and curriculum was obviously more than what could be offered by the City in addition to supervision. He mentioned another advantage to Program Care was its ability to provide transportation to participants which the City had no capacity to do. Mr. Howes reported significant funds were expended on a program in which there was no financial return and commented it was difficult to measure outcomes with such programs. He stated it would be his recommendation to partner with Program Care and close the YRC because similar services could be provided at a significantly lower cost.

Councilmember Benson asked who would be responsible to staff Program Care at the schools during the summer months. Mr. Howes responded the City would have employees run the Program during the summer. He mentioned discussions had taken place about the possibility of using the school's staff all year long and believed that would be ideal; however, their pay scale was higher than the City's and that would be an added cost to the City.

Adam Lenhard, City Manager, requested Mr. Howes review the Capital Expenditures associated with the YRC; roof, HVAC system, carpet and electrical upgrades. Mr. Howes summarized those costs and announced the final cost was approximately \$40,000-\$50,000.

Councilmember Benson inquired if transportation would be provided during the summer months. Mr. Howes believed that to be the case based upon the partnership agreement.

Councilmember Young asked about the current participation levels associated with Program Care. Mr. Howes responded he had requested that information but had not yet received it.

Councilmember Benson believed there were significant participants in Program Care especially during the spring. A discussion took place regarding the possible use of the Community Arts Center.

Jolene Collins, resident, pointed out the benefits of having more of a social, unstructured experience for the youth participants at the YRC. She believed the YRC had met a need within the community and was a great place for kids to hang-out in a non-school space for an uneducated experience. Rich Christensen, resident, expressed agreement and stated kids didn't like the structure of Program Care and believed it was a waste of money.

Councilmember Benson suggested a less regimented structure associated with Program Care be explored. She stated she had been fighting for the continuation of the program offered at the YRC but emphasized the cost couldn't be justified.

Mindi Weaver, resident, asked what was available to high school students. Councilmember Benson believed Program Care was open to high school students. Ms. Weaver pointed out the benefits associated with the YRC participants getting to know one another, becoming friends, looking out for one another and the peer counseling that takes place at the YRC.

DISCUSSION ON A SPECIAL EVENT POLICY

Eric Howes, Community Services Director, reminded the Council of a previous discussion which took place relative to special events approximately a year ago. He briefly reviewed the application process and expressed his desire to address specific activities as the review process was subjective. He believed the type of event based upon the number of participants to be important, as well as identifying resources needed on behalf of the City. He added insurance requirements for special events needed to be addressed as well as the use of bounce houses in conjunction with events. He proposed the City define the different level of events and reviewed the proposed definitions for identifying "levels" with the Council as well as the required insurance. He mentioned the current policy didn't clearly define the insurance requirement.

Mr. Howes reviewed the proposed insurance requirements associated with the defined activity "levels" with the Council. He stated bounce houses had recently become a liability issue and recommended any event with the use of a bounce house be required to provide a \$2 million insurance policy. He pointed out the insurance recommendations had been made after careful deliberation by the Parks & Recreation Commission. Brian Brower, City Attorney, explained the liability issue for those types of activities. A discussion took place regarding liability insurance for events.

CITY COUNCIL UPDATES ON THE UTAH LEAGUE OF CITIES AND TOWNS MEETINGS

Mayor Shepherd solicited feedback regarding the Utah League of Cities and Towns' meetings and seminars attended by the elected officials. Councilmember Benson commented the classes she attended were fabulous and full of information. Councilmember Jones believed the classes were worthwhile in many ways specific to infrastructure, water and roads. He believed it was a

great opportunity to attend and believed the information to be valuable. A discussion took place regarding information obtained from the seminars.

The meeting adjourned 9:30 p.m.

DRAFT

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:30 P.M. POLICY SESSION
May 13, 2014

PRESIDING:	Mike LeBaron	Mayor Pro Tem
PRESENT:	Kent Bush Ron Jones Bruce Young	Councilmember Councilmember Councilmember
EXCUSED:	Mark Shepherd Keri Benson	Mayor Councilmember
STAFF PRESENT:	Adam Lenhard JJ Allen Brian Brower Greg Krusi Scott Hodge Scott Hess Eric Howes Curtis Dickson Rich Knapp Jessica Hardy Nancy Dean Kim Read	City Manager Assistant City Manager City Attorney Police Chief Public Works Director Development Services Manager Community Services Director Community Services Deputy Dir. Administrative Services Director Budget Analyst City Recorder Deputy City Recorder

VISITORS: Forrest Scott – Clearfield High School (CHS) Government Class, Ty Bayn – CHS Government Class, Rebecca Harrison, Jacob Harrison, Cameron Harrison, Kendra Harrison, Will Werner – Syracuse High School (SHS) Government Class, Kathryn Murray

Mayor Pro Tem LeBaron called the meeting to order at 7:33 p.m.

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

Councilmember Bush conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE APRIL 22, 2014 POLICY SESSION, THE APRIL 29, 2014 SPECIAL SESSION, THE APRIL 29, 2014 WORK SESSION AND THE MAY 6, 2014 WORK SESSION

Councilmember Bush expressed a point of clarification in the minutes for the April 22, 2014 policy session regarding the reimbursement for improvements ordinance specific to the cost for residents tying into the sewer line. He stated if someone tied just to the sewer line his comments did not mean they shouldn't pay for the sewer connection. He clarified his comments as saying

he didn't think property owners needed to pay for the whole amount of the sewer line the total width of their property unless they were developing their property.

Councilmember Bush moved to approve the minutes from the April 22, 2014 policy session, the April 29, 2014 special session, the April 29, 2014 work session and the May 6, 2014 work session, as written, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Jones, LeBaron and Young. Voting NO – None. Councilmember Benson was not present for the vote.

PRESENTATION TO RANDY BUTCHER FOR HIS SERVICE AS A MEMBER OF THE PLANNING COMMISSION

Randy Butcher served the City as a member of the Planning Commission and recently submitted a letter of resignation. The Mayor and City Council recognized Mr. Butcher for his service to the City. Mayor Pro Tem LeBaron presented Mr. Butcher with a plaque expressing the City's appreciation.

PRESENTATIONS TO JACOB HARRISON FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT

Jacob Harrison completed the requirements to receive the rank of Eagle Scout. Mayor Pro Tem LeBaron and the City Council desired to recognize Jacob and acknowledge his achievement.

Councilmember Young asked Jacob to explain his Eagle Scout Project. Jacob stated he completed improvements to the restrooms at his church camp. Councilmember Young presented Jacob with a certificate of recognition and a commemorative coin.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENT OF A REGULAR MEMBER TO THE PLANNING COMMISSION

The Planning Commission currently had a vacancy for a regular member. Mayor Shepherd desired to appoint Robert Browning to fill the vacancy. Mr. Browning had been serving as an alternate member since February.

Councilmember Young moved to approve and consent to the Mayor's appointment of Robert Browning as a regular member of the Planning Commission with a term expiring February 2017 and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Jones and Young. Voting NO – None. Councilmember Benson was not present for the vote.

APPROVAL OF ORDINANCE 2014-11 AMENDING CITY CODE TITLE 1, CHAPTER 1, ARTICLE G REGARDING THE ORGANIZATION OF THE COMMUNITY SERVICES DEPARTMENT AND ENACTING TITLE 3, CHAPTER 3 REGARDING THE PARKS AND RECREATION COMMISSION

The proposed changes were a result of the recent reorganization of the Community Services Department and serve to have the City Code reflect the current organizational structure of the department. The proposed changes also include the provision of remuneration paid to members of the Parks and Recreation Commission for meetings attended.

Councilmember Bush stated he was glad the City was willing to provide a small stipend for services provided by members of the Parks and Recreation Commission.

Councilmember Bush moved to approve Ordinance 2014-11 amending City Code Title 1, Chapter 1, Article G regarding the Organization of the Community Services Department and enacting Title 3, Chapter 3 regarding the Parks and Recreation Commission and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Jones, LeBaron and Young. Voting NO – None. Councilmember Benson was not present for the vote.

APPROVAL OF ORDINANCE 2014-10 AUTHORIZING AMENDMENTS TO THE GRAFFITI ORDINANCE

Clearfield City Police Department wanted to amend the Graffiti Ordinance to allow peace officers to issue citations to any minor in possession of graffiti implements on public or private property or to others who furnished graffiti implements to minors. In addition, the proposed ordinance would allow the City to remove graffiti after ten days and seek restitution for the removal and administrative costs through tax liens.

Brian Brower, City Attorney, explained the proposed amendments would provide Code Enforcement and Police Officers a better tool to utilize in apprehending graffiti offenders. He stated the proposed ordinance would require a property owner to remove the graffiti within five days of being put on notice by the City; after which time Code Enforcement would handle it as a public nuisance complaint. He indicated there had been discussion during the previously held work session and suggestions had been made by members of the Council.

Councilmember Jones moved to approve Ordinance 2014-10 authorizing amendments to the Graffiti Ordinance and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Jones, LeBaron and Young. Voting NO – None. Councilmember Benson was not present for the vote.

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2014/2015 AND SET A PUBLIC HEARING FOR JUNE 10, 2014 TO RECEIVE PUBLIC INPUT ON THE BUDGET

The City had not yet received the Certified Tax Rate for FY2015. The proposed budget maintained the current revenue amount collected from property taxes. The Tentative Budget as presented to the Council for adoption was a balanced budget for all funds.

Rich Knapp, Administrative Services Director, shared a visual presentation reviewing and summarizing the Tentative Budget. He stated the budget was a balanced budget for all 16 funds totaling approximately \$33 million. He reminded the Council of the previous discussions which had taken place during several work sessions.

Councilmember Young moved to adopt the tentative budget for fiscal year 2014/2015 and set a public hearing on the budget for June 10, 2014 at 7:00 p.m., seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, Jones, LeBaron and Young. Voting NO – None. Councilmember Benson was not present for the vote.

COMMUNICATION ITEMS

Mayor Pro Tem LeBaron – Expressed appreciation to staff members for their efforts to attend and provide information during the Neighborhood Open House at Wasatch Elementary School on Tuesday, May 6, 2014.

Councilmember Bush

1. Informed the Council he had attended the Annual Water Conference on behalf of the North Davis Sewer District (NDS) in St. George.
2. Stated he had attended the Kiwanis meeting.
3. Reminded the Council about Take Pride in Clearfield Day on Saturday, May 17, 2014 beginning at 7:30 a.m. He announced a light breakfast would be available and suggested two councilmembers be present at each location: Steed Park, Clearfield Aquatic Center and Island View Park.
4. Reported he had attended the Regional Growth meeting sponsored by Wasatch Front Regional Council on Wednesday, May 7, 2014 during which transit, population and economic plans were reviewed.
5. Expressed appreciation to the Community Services Department for its efforts on a successful Arbor Day celebration. He mentioned there was a great turnout.

Councilmember Jones – Stated the Economic Development Task Force had met earlier in the day and solicited input from the Council on suggestions to focus and emphasize a “shop in Clearfield” or “support local business” campaign as well as to promote economic development within the City.

Councilmember Young – Stated the Fourth of July was fast approaching and the Council would need to make decisions regarding its float for the parade, since Kathryn Murray was no longer on the Council.

Adam Lenhard, City Manager – Informed the Council he would email his report to them later that night.

STAFFS' REPORTS

Nancy Dean, City Recorder – Informed the Council of the meeting schedule: Tuesday, May 20, 2014, joint meeting with the Parks and Recreation Commission on Wednesday, May 21, 2014 at 7:00 p.m., Tuesday, May 27, 2014, work and policy session, policy session on Tuesday, June 10, 2014 during which the public hearing for the budget would take place.

There being no further business to come before the City Council, **Councilmember Bush moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency (CDRA) at 8:05 p.m., seconded by Councilmember Young. All voting AYE.** Councilmember Benson was not present for the vote.

The minutes for the CDRA are in a separate location

DRAFT

Kim Read

From: Nancy Dean
Sent: Thursday, May 22, 2014 9:29 AM
To: Kim Read
Subject: FW: Clearfield City: May 27 Council Mtg

-----Original Message-----

From: Ingrid Bettridge [<mailto:peckortho@hotmail.com>]
Sent: Thursday, May 08, 2014 11:37 AM
To: Nancy Dean
Subject: Clearfield City: May 27 Council Mtg

This is an enquiry e-mail via <http://www.clearfieldcity.org> from:
Ingrid Bettridge <peckortho@hotmail.com>

The following students from Clearfield High School have been invited to attend the Tues. May 27th Council Meeting at 7pm to be awarded scholarships:

Taylor Green
Emily Hein
Brittney Nash
Emily Harvey
Ellie Penner
Ashlee Reed

2014 Sheldon L. and Angela A. Peck
Health Science Scholarship Award

The Dr. Sheldon L. and Angela A. Peck Scholarship Award is awarded to a deserving graduate of Clearfield High School with a career goal in science or health sciences. Applicant should exhibit qualities in leadership, service and academics. Recipient will be selected based on personal essay, as well as administrative and community recommendation. Application deadline is April 4th, 2014. Scholarship will be paid directly to educational institution upon enrollment and proof of tuition fees.



City Council

STAFF REPORT

AGENDA ITEM

#5

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Scott A. Hess, MPA
Development Services Manager
scott.hess@clearfieldcity.org (801) 525-2785

MEETING DATE: May 27, 2014

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 1404-0002** Zoning Text Amendment to Title 11, Chapter 5 to propose standards for Administrative Site Plan reviews. This zoning text amendment would be effective across all Zones in Clearfield City.

RECOMMENDATION

1. Hold Public Hearing as noticed, and continue public hearing to a date specific meeting.
2. Consider information provided by staff.
3. Provide direction and next steps for staff on language desired by the City Council.

ANALYSIS

Clearfield City Code 11-5 Site Plan Review regulates the review and approvals of all Site Plans within the City. The purpose for Site Plan Review is stated as follows:

11-5-1 Purpose

The purpose and intent of site plan review is to assure that the general appearance of buildings and structures and the improvement of land shall contribute to the stability of land values, the protection of investments, the attractiveness of the neighborhood and the general welfare of the community. It is not the purpose of this chapter that design should be so rigidly controlled so as to stifle creativity or individual expression, or that substantial additional expense be incurred; rather, it is the intent of this chapter that any controls exercised be the minimum necessary to achieve the objectives as stated above. (Ord. 2009-21, 11-24-2009)

Site Plan review is required for: 1) new development except single-family detached dwellings, and 2) exterior modifications to existing structures or sites including, but not limited to, adding equipment, landscaping, or parking. City Code 11-5-3 Application Review Procedure lays out twelve specific criteria to be considered when Staff performs a Site Plan Review prior to sending a recommendation to the Planning Commission. Following the criteria in the code helps lead to predictable reviews and recommendations.

The review body for all Site Plans is the Planning Commission. While the requirement to bring all Site Plans to the Planning Commission has helped drive quality developments, it can become a time burden on the Planning Commission to review very minor items that are required

based on the current code language. Also, from the applicant's perspective waiting for the Planning Commission to review what seems to be a very minor or insignificant project can be frustrating.

Proposed Changes

Staff is proposing a change to the Site Plan Review section of the City Code to allow for Administrative Site Plan Reviews for minor site plans, or those that have a limited impact burden on city infrastructure and neighboring developments. There are a number of existing code examples to pull from for Administrative Site Plan Review language. Clearfield City has the benefit of having a very well defined review procedure codified that would be the backbone for Administrative Site Plan Reviews, but would allow applicants to move forward on minor projects and site changes much faster, and without the time burden of waiting for Planning Commission meetings once per month. Decisions of the Zoning Administrator issued on Administrative Site Plan Reviews could be subject to appeal to the Planning Commission.

The Clearfield City Planning Commission considered changes to the Site Plan Ordinance in a public hearing held on May 7, 2014. The Planning Commission opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide time for the public to provide comment. Staff would recommend that the City Council open the public hearing for this item and continue it to the June 24, 2014 City Council meeting. This will provide Staff and the Planning Commission time to prepare a final recommendation on zoning code text amendment language.

Public Comment

No public comment has been received to date.

ATTACHMENTS

None provided for this item.



City Council

STAFF REPORT

AGENDA ITEM

#6

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Scott A. Hess, MPA
Development Services Manager
scott.hess@clearfieldcity.org (801) 525-2785

MEETING DATE: May 27, 2014

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 1404-0003** Zoning Text Amendment to Title 11, Chapter 14 to propose standards for gravel parking areas within residential zones. This zoning text amendment would be effective across all Zones in Clearfield City.

RECOMMENDATION

1. Hold Public Hearing as noticed, and continue public hearing to a date specific meeting.
2. Consider information provided by staff.
3. Provide direction and next steps for staff on language desired by the City Council.

ANALYSIS

Background

November 2009 Clearfield City Code (Reference Ordinance) changed to require all off street parking to be on an impermeable surface to be effective January 1, 2015. In early 2014, Clearfield City published a notice within the City Newsletter reminding residents about the gravel parking ordinance change. This Newsletter article generated a significant public response. Clearfield City Council requested staff to consider alternatives that were not such a financial burden on the residents of Clearfield City, and that would allow gravel parking surfaces in some form to remain in the Clearfield City Code.

An important consideration for the Planning Commission and City Council in amending the gravel parking ordinance is doing it in such a way that it still protects the City against harmful impacts of poorly maintained gravel parking areas. The City has an aging storm water infrastructure system that is sensitive to foreign material entering through inlets in gutters. In addition to that concern, the general maintenance of gravel driveways needs to be considered from an aesthetic standpoint. The City has done a significant amount of work over many years to help promote beautification and high quality development of the City. Any ordinance change needs to be careful to continue to promote the values of the community and the goals the City has set for itself.

The Clearfield City Planning Commission considered changes to the Gravel Parking Ordinance in a public hearing held on May 7, 2014. The Planning Commission opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide time for the public to provide comment. Staff would recommend that the City Council open the public hearing for this item and continue it to the June 24, 2014 City Council meeting. This will provide Staff and the Planning Commission time to prepare a final recommendation on zoning code text amendment language

Public Comment

No public comment has been received to date.

ATTACHMENTS

None provided for this item.



City Council

STAFF REPORT

AGENDA ITEM

#7

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Scott A. Hess, MPA
Development Services Manager
scott.hess@clearfieldcity.org (801) 525-2785

MEETING DATE: May 27, 2014

SUBJECT: Public Hearing, Discussion and Possible Action on **ZTA 1404-0001** Zoning Text Amendment to Title 11, C-1 and C-2 Commercial Parking Regulations and Definition, to better define Commercial Parking Lots, and the conditions imposed for location and use of parking lots. This zoning text amendment would be effective across all Commercial Zones in Clearfield City.

RECOMMENDATION

1. Hold Public Hearing as noticed, and continue public hearing to a date specific meeting.
2. Consider information provided by staff.
3. Provide direction and next steps for language desired by the City Council.

ANALYSIS

On April 22, 2014, the Clearfield City Council enacted a temporary land use regulation regarding parking lots and facilities which was applicable to all commercially zoned property within Clearfield City. The Ordinance passed by City Council, number 2014-08, includes a number of findings used to support the temporary land use regulation.

The City Council asked Staff and the Planning Commission to review the parking ordinance within Commercial Zones and recommend language that would protect the City's remaining prime commercial property from being developed into parking lots that are not necessarily tied to a formal use. In other words, commercial zones would not allow stand-alone parking, but rather would require parking to be an accessory use on the property subordinate to a primary use on the parcel.

Staff's intent in presenting ordinance amendment language is to provide a fair amendment which best serves the City's residents as well as protects both current and future business and property owners in Clearfield City by preventing the consumption of crucial remaining commercial properties for less than ideal uses.

The Clearfield City Planning Commission considered changes to the parking requirements within Commercial Zones in a public hearing held on May 7, 2014. The Planning Commission opened the public hearing and continued the item to the June 4, 2014 meeting in order to provide time for the public to provide comment. Staff would recommend that the City Council open the public hearing for this item and continue it to the June 24, 2014 City Council meeting. This will provide Staff and the Planning Commission time to prepare a final recommendation on zoning code text amendment language.

Public Comment

No public comment has been received to date.

ATTACHMENTS

None provided for this item.

CLEARFIELD CITY ORDINANCE 2014-12

AN ORDINANCE AMENDING THE MASTER DEVELOPMENT PLAN FOR THE CLEARFIELD STATION PROJECT

PREAMBLE: After making a finding that the modifications set forth in this amendment to the Clearfield Station Master Development Plan for the Clearfield Station Project do not constitute a material change, this ordinance amends said Master Development Plan by modifying its phasing plan as indicated herein.

WHEREAS, on March 11, 2014, the Clearfield City Council approved and adopted by ordinance the Master Development Plan (the “MDP”) for the Clearfield Station Project (the “Project”) located at 1250 South State Street in Clearfield; and

WHEREAS, in order to better facilitate public utilities for the Project, minor modifications to the phasing plan of the MDP are necessary and have been formally requested by the Projects developer; and

WHEREAS, pursuant to § 11-11F-9 of the City’s land use ordinance, modifications to an approved MDP which are not material in nature can be adopted by the City Council after review by and recommendation from the City’s Planning Commission, thereby amending the MDP; and

WHEREAS, on May 7, 2014, the Clearfield City Planning Commission reviewed the modifications to the phasing plan of the MDP set forth in MDP Amendment 1404-0007 and found that they did not constitute a material change to the MDP and recommended approval to the City Council; and

WHEREAS, the proposed modifications to the phasing plan of the MDP do not change the total number of residential units in the Project; and

WHEREAS, the proposed modifications to the phasing plan of the MDP do not change the number of residential units in phase 1B of the project, but rather simply change the location and order of development for two buildings between phases 1B and 2B; and

WHEREAS, the proposed modifications to the phasing plan of the MDP do not change any terms of the Master Development Agreement for the Project;

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

- 1) The proposed modifications to the phasing plan of the MDP for the Clearfield Station Project, as set forth in the City Council Staff Report for MDP Amendment 1404-0007 (which is attached hereto as Exhibit “A” and by this reference is incorporated herein), do not constitute a “material change” to the MDP; and
- 2) The proposed modifications to the MDP as set forth in Exhibit “A” attached hereto are hereby approved, adopted and the MDP is accordingly amended.

Effective Date: This Ordinance shall become effective immediately upon its passage and posting in three public places within Clearfield City.

Dated this 23rd day of May, 2014, at the regularly scheduled meeting of the Clearfield City Council.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXHIBIT “A”



City Council

STAFF REPORT

AGENDA ITEM
8

TO: Mayor Shepherd, City Council, and Executive Staff

FROM: Scott A. Hess
Development Services Manager
scott.hess@clearfieldcity.org (801) 525-2785

MEETING DATE: May 27, 2014

SUBJECT: Discussion and Possible Action on **MDP AMENDMENT 1404-0007**: A request by Michael Christensen, on behalf of Thackeray Company, to amend the Master Development Plan Phasing Plan for a Mixed-Use Development on approximately 70 acres located at 1250 S. State Street (TIN: 12-066-0071, 12-067-0139).

RECOMMENDATIONS

- 1.) Move to find that the proposed phasing plan modifications to the Clearfield Station MDP as set forth in MDP Amendment 1404-0007 do not constitute a material change to the MDP, and to **approve the amendment** based upon the discussion and findings in the staff report.

PROJECT SUMMARY

Project Information	
Project Name	Clearfield Station
Site Location	1250 S. State (SWC of State Street and 1000 East)
Tax ID Number	12-066-0071, 12-067-0139
Applicant	Michael Christensen Thackeray Garn Company
Owner	Utah Transit Authority (UTA) Curtis Clayton, Representative
Proposed Actions	MDP Amendment – Phasing Plan Amendment
Current Zoning	MU (Mixed Use)
Land Use Classification	Mixed-Use
Gross Site Area	70 acres

ANALYSIS

Background

The transit oriented development, Clearfield Station, received approval of a Rezone to Mixed Use (MU), approval of a Master Development Plan (MDP), and execution of an approved Master Development Agreement (MDA) by the Clearfield City Council on March 11, 2014. Since that time, the developer has been working with the City to prepare submittal documents for individual phases approved and building permits issued.

Master Development Plan Amendment Request

Due to the topography of the site, the project will need a sewer lift station near the southwest corner of the property. However, that improvement would ideally not be installed until after the initial phases have been completed. The intention has been for the sewer in Phase 1 to be gravity drained connecting to 1000 East.

In developing the specific plans for culinary water, sanitary sewer, and storm water facilities the developer's engineer discovered that they were not able to adequately gravity drain sanitary sewer from all portions of the approved Phase 1B within the residential portion of the project. The amendment request that the City Council has been asked to consider, will do nothing more than trade residential buildings between the approved Phases 1B, and 2B.

In staff's opinion, and with agreement from the Planning Commission, the changes to the phasing plan that have been requested do not constitute a "material change". The findings are based on the fact that the total number of residential units proposed in the revised phasing plan is exactly the same as in the approved phasing plan, and does not exceed the limit of 168 imposed in section 4.1(b) of the Master Development Agreement adopted by Clearfield City Council on March 11, 2014. This finding is further supported by the fact that gravity draining sanitary sewer systems are the preference of Clearfield City Public Works Departments, and will lead to a more predictable and simplistic form of development for both the City and the Developer. As subsequent phases are constructed within the development, sanitary sewer lines will be connected and looped together such that the site will function as intended.

Master Development Agreement

The proposed amendment to the MDP does not change any terms of the MDA, nor does it alter the ability to execute that agreement as written. As indicated in section 2 of the MDA, "in the event of a conflict between this MDA and the MDP, the MDA shall be controlling". In the case of this request, the MDA lists the total number of acceptable residential units for Phase 1B and the amendment request does not deviate from the MDA.

Planning Commission Recommendation

On May 5, 2014 Clearfield City Planning Commission moved to recommend approval of the MDP amendment to the City Council based on the findings and discussion in the staff report.

Public Comment

No additional public comment has been received outside of the previous public hearings.

FINDINGS

Modifications or Amendments to an MDP

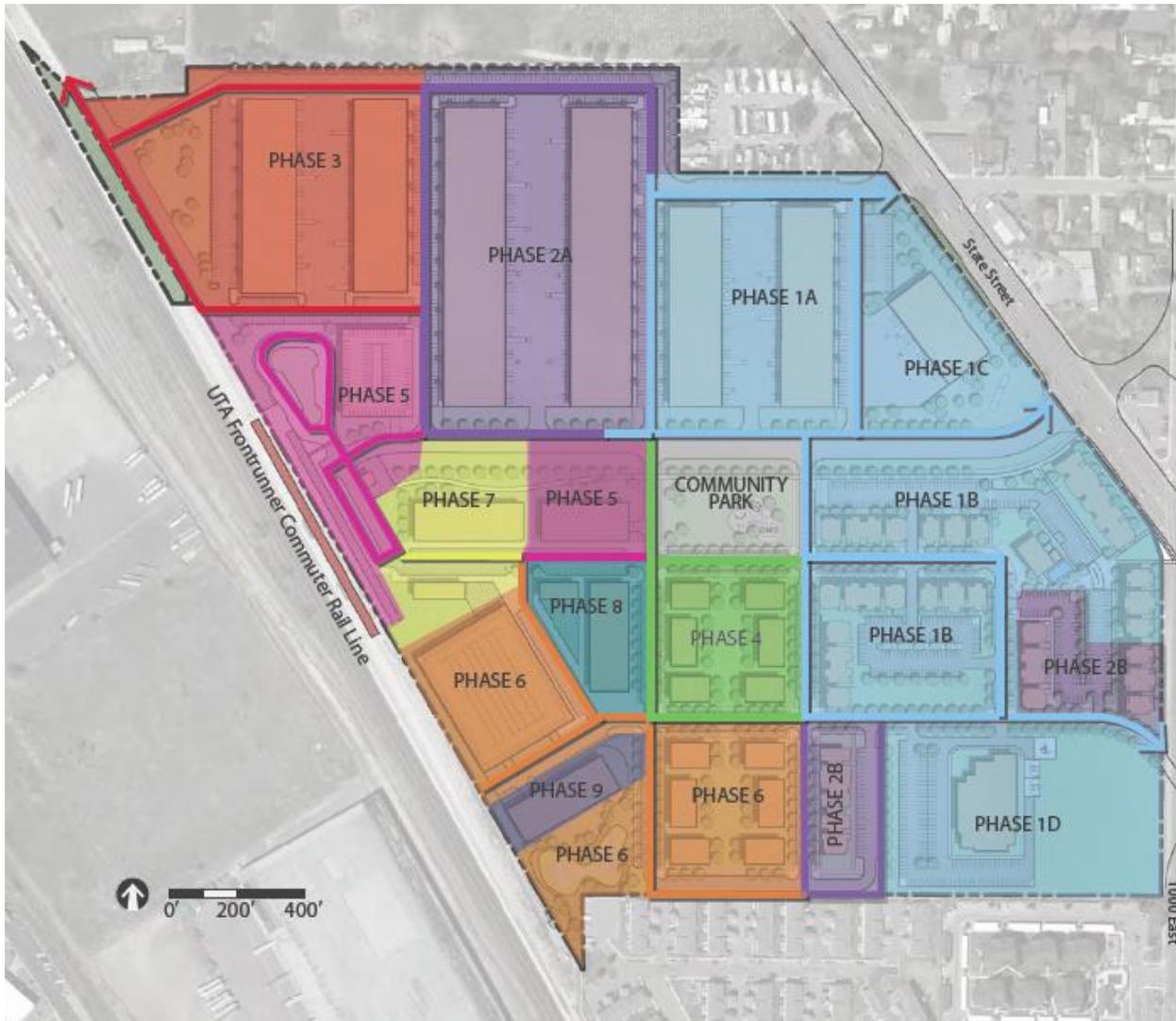
Clearfield Land Use Ordinance Section 11-11F-9 establishes the following findings the Planning Commission and City Council shall make to justify amendments to an approved MDP. The findings and staff's evaluation are outlined below:

Review Consideration		Staff Analysis
1)	Planning commission will make a recommendation to the city council on whether the proposed modifications are of a material change to the MDP. City council will make a final determination on whether the proposed modifications constitute a material change.	<i>The proposed changes do not represent a "material change" due to the fact that the change does not alter any terms of the approved MDA, and due to it being the preference for Clearfield City Public Works to have gravity draining sanitary sewer infrastructure. Clearfield City Planning Commission agreed with this finding on May 7, 2014 and recommended approval of the MDP amendment as presented.</i>
2)	Material Changes to an approved MDP will be required to go through the zoning amendment process as outlined in chapter 6 of this title and pay applicable application and review fees.	<i>Staff has determined that the amendment to the phasing plan is not a Material Change and therefore will not need to go through a zoning amendment process.</i>

ATTACHMENTS

1. Phasing Map – As adopted by City Council March 11, 2014
2. Phasing Map – Revised April 2014

Phasing Map – As adopted by City Council March 11, 2014



Phasing Map – Revised April 2014



CLEARFIELD CITY RESOLUTION 2014R-12

A RESOLUTION PROVIDING WRITTEN NOTICE TO THE DAVIS COUNTY COMMISSION OF CLEARFIELD CITY'S INTENT TO SUBMIT AN OPINION QUESTION TO ITS RESIDENTS REGARDING THE IMPOSITION OF A LOCAL SALES AND USE TAX TO FUND THE CLEARFIELD COMMUNITY ARTS CENTER, AS WELL AS OTHER CULTURAL AND RECREATIONAL FACILITIES, PROGRAMS AND ORGANIZATIONS

WHEREAS, Clearfield City (the "City") has a strong history of and continued interest in supporting facilities, programs and organizations designed to improve Parks, Arts, Recreation, Aquatics, and Trails ("PARAT") opportunities for its residents; and

WHEREAS, the City's continued support of such PARAT facilities, programs and organizations for its residents could be enhanced by providing additional revenue to be used for those purposes; and

WHEREAS, Title 59, Chapter 12, Section 1402 of the Utah Code provides for an opinion question election regarding the imposition of a local sales and use tax of .1% (1/10 of one percent, or one penny on a \$10 sale) to be submitted to the residents of the City to express each resident's opinion regarding the imposition of such a tax to fund PARAT facilities, programs and organizations; and

WHEREAS, prior to submitting an opinion question regarding a PARAT tax to the City's residents, Utah Code Ann. § 59-12-1402 (6) requires the Clearfield City Council to submit written notice to the Davis County Commission of its intent to do so;

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

- 1) Notice is hereby given to the Davis County Commission that pursuant to Utah Code Ann. § 59-12-1403, Clearfield City intends to submit an opinion question to its residents regarding the imposition of a PARAT tax during the November 2014 election; and
- 2) City staff is hereby directed to forward this written notice to the Davis County Commission.

Passed and adopted by the City Council at its regular meeting on the 27th day of May, 2014.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

20 May 2014

Clearfield City
55 South State Street
Clearfield, Utah 84015

Attn: Mayor Mark Shepherd and City Council
Proj: **South Main Reconstruction Improvement Project**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Shepherd and Council Members,

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

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

Since Advanced Paving and Construction’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$986,247.00 to Advanced Paving and Construction Company.

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

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



R. Todd Freeman, P.E.
City Engineer

cc: Scott Hodge – Clearfield City Public Works Director
Kim Dabb – Clearfield City Operations Manager
Nancy Dean – Clearfield City Recorder

BID RESULTS

South Main Reconstruction Improvement Project

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

BID DATE: 20 May 2014
 TIME: 2:00 pm

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

Option A: is with NO grid
 Option B: is WITH grid

BIDDERS NAME	ADDENDUM #1	BID BOND	BID AMOUNT
Advanced Paving and Construction	X	5%	\$986,247.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:			\$1,050,410.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:			\$1,106,900.00
TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:			\$986,247.00
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:			\$1,042,737.00
Staker Parson Companies	X	5%	\$1,021,180.50
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:			\$1,100,308.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:			\$1,111,068.00

TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:			\$1,021,180.50
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:			\$1,031,940.50
Morgan Asphalt	X	5%	\$1,169,416.50
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:			\$1,421,345.90
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:			\$1,408,810.50
TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:			\$1,181,951.90
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:			\$1,169,416.50
Granite Construction Company	X	5%	\$1,178,950.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:			\$1,178,950.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:			\$1,230,060.00
TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:			\$1,096,825.00
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:			\$1,147,935.00
B Hansen Construction	X	5%	\$1,201,827.20
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:			\$1,351,625.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:			\$1,351,625.00
TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:			\$1,201,827.20
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:			\$1,201,827.20

BID PROPOSAL TABULATION

SOUTH MAIN RECONSTRUCTION IMPROVEMENT PROJECT

BID DATE: 20 May 2014

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Advanced Paving and Construction PO Box 12847 Ogden, UT. 84412		Staker Parson Companies 2350 South 1900 West Ogden, UT. 84401		Granite Construction Company 1000 N Warm Springs Road Salt Lake City, UT 84116	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization and traffic control.	1	ls.	\$49,000.00	\$49,000.00	\$46,000.70	\$46,000.70	\$82,000.00	\$82,000.00
2.	Removal and disposal of sidewalk.	1,700	lf.	\$1.00	\$1,700.00	\$2.55	\$4,335.00	\$2.00	\$3,400.00
3.	Removal and disposal of concrete flatwork.	1,000	sf.	\$1.15	\$1,150.00	\$1.15	\$1,150.00	\$0.60	\$600.00
4.	Removal and disposal of concrete waterway.	1,000	sf.	\$1.15	\$1,150.00	\$1.90	\$1,900.00	\$0.85	\$850.00
5.	Removal and disposal of existing curb and gutter.	1,500	lf.	\$4.00	\$6,000.00	\$3.05	\$4,575.00	\$4.00	\$6,000.00
6.	Modify existing irrigation box at Sta. 0+82.30 LT 27.49'	1	ea.	\$2,100.00	\$2,100.00	\$778.20	\$778.20	\$1,500.00	\$1,500.00
7.	Modify existing irrigation box at Sta. 3+82.09 LT 27.48'	1	ea.	\$5,200.00	\$5,200.00	\$778.20	\$778.20	\$1,500.00	\$1,500.00
8.	Modify existing irrigation box at Sta. 4+53.20 LT 28.00'	1	ea.	\$1,950.00	\$1,950.00	\$778.20	\$778.20	\$1,500.00	\$1,500.00
9.	Modify existing irrigation manhole at Sta. 12+80.40 LT 22.28'	1	ea.	\$1,550.00	\$1,550.00	\$778.20	\$778.20	\$1,500.00	\$1,500.00
10.	Furnish and install concrete curb and gutter.	1,900	lf.	\$21.00	\$39,900.00	\$16.95	\$32,205.00	\$24.00	\$45,600.00
11.	Furnish and install 4-foot wide 4-inch thick sidewalk.	1,200	lf.	\$16.50	\$19,800.00	\$16.25	\$19,500.00	\$22.00	\$26,400.00
12.	Furnish and install 4-foot wide 6-inch thick sidewalk.	500	lf.	\$25.00	\$12,500.00	\$19.00	\$9,500.00	\$16.00	\$8,000.00
13.	Furnish and install 4-inch thick concrete flatwork.	500	sf.	\$6.50	\$3,250.00	\$9.80	\$4,900.00	\$4.80	\$2,400.00

Bid Item	Description	Quantity	Unit	Advanced Paving and Construction PO Box 12847 Ogden, UT. 84412		Staker Parson Companies 2350 South 1900 West Ogden, UT. 84401		Granite Construction Company 1000 N Warm Springs Road Salt Lake City, UT 84116	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
14.	Furnish and install 6-inch thick concrete flatwork.	500	sf.	\$8.00	\$4,000.00	\$5.80	\$2,900.00	\$9.00	\$4,500.00
15.	Furnish and install concrete waterway.	1,000	sf.	\$8.00	\$8,000.00	\$8.30	\$8,300.00	\$10.00	\$10,000.00
16.	Furnish and install handicap ramp (yellow in color).	25	ea.	\$475.00	\$11,875.00	\$1,247.00	\$31,175.00	\$800.00	\$20,000.00
17.	Furnish and install 4" wide concrete curb wall.	200	lf.	\$9.00	\$1,800.00	\$9.65	\$1,930.00	\$12.00	\$2,400.00
18.	Sawcut edge of curb and gutter.	100	lf.	\$2.75	\$275.00	\$21.45	\$2,145.00	\$18.00	\$1,800.00
Road Reconstruction Option A (bid items 19 thru 20)									
19.	Saw cutting, removal and disposal of asphalt surfacing, roadbase and sub-base grade (approximately 21,750 square yards).	14,650	cy.	\$9.50	\$139,175.00	\$12.05	\$176,532.50	\$9.50	\$139,175.00
20.	Furnish and install untreated roadbase material.	23,250	ton	\$15.40	\$358,050.00	\$17.20	\$399,900.00	\$18.00	\$418,500.00
Sub-total Option A:					\$497,225.00		\$576,432.50		\$557,675.00
Road Reconstruction Option B (bid items 21 thru 24)									
21.	Saw cutting, removal and disposal of asphalt surfacing, roadbase and sub-base grade (approximately 21,750 square yards).	11,300	cy.	\$9.50	\$107,350.00	\$12.80	\$144,640.00	\$9.50	\$107,350.00
22.	Furnish and install granular sub-base material.	8,650	ton	\$14.00	\$121,100.00	\$15.30	\$132,345.00	\$18.00	\$155,700.00
23.	Furnish and install Tensor grid TX-7 (approximately 21,750 square yards).	1	ls.	\$72,862.00	\$72,862.00	\$77,720.00	\$77,720.00	\$73,000.00	\$73,000.00
24.	Furnish and install untreated roadbase material.	7,750	ton	\$17.00	\$131,750.00	\$18.40	\$142,600.00	\$18.00	\$139,500.00
Sub-total Option B:					\$433,062.00		\$497,305.00		\$475,550.00

Bid Item	Description	Quantity	Unit	Advanced Paving and Construction PO Box 12847 Ogden, UT. 84412		Staker Parson Companies 2350 South 1900 West Ogden, UT. 84401		Granite Construction Company 1000 N Warm Springs Road Salt Lake City, UT 84116	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
25.	Furnish and install bituminous asphalt paving materials – with recycled asphalt pavement materials (RAP).	5,380	ton	\$58.50	\$314,730.00	\$53.50	\$287,830.00	\$63.00	\$338,940.00
25a.	Furnish and install bituminous asphalt paving materials – without recycled asphalt pavement materials (RAP).	5,380	ton	\$69.00	\$371,220.00	\$55.50	\$298,590.00	\$72.50	\$390,050.00
26.	Adjust manhole ring and cover to finish grade.	20	ea.	\$640.00	\$12,800.00	\$483.00	\$9,660.00	\$690.00	\$13,800.00
27.	Adjust valve box ring and cover to finish grade.	23	ea.	\$410.00	\$9,430.00	\$33.70	\$775.10	\$450.00	\$10,350.00
28.	Adjust storm drain frame and cover to finish grade.	4	ea.	\$1,240.00	\$4,960.00	\$740.60	\$2,962.40	\$1,300.00	\$5,200.00
29.	Remove existing trees and grind roots between Sta. 0+50 and Sta. 2+00.	1	ls.	\$1,100.00	\$1,100.00	\$1,073.00	\$1,073.00	\$960.00	\$960.00
30.	Remove existing trees and grind roots at 2480 South.	1	ls.	\$450.00	\$450.00	\$1,073.00	\$1,073.00	\$960.00	\$960.00
31.	Remove existing trees and grind roots at 2440 South.	4	ea.	\$450.00	\$1,800.00	\$644.00	\$2,576.00	\$960.00	\$3,840.00
32.	Remove existing trees and grind roots at 2370 South.	7	ea.	\$450.00	\$3,150.00	\$644.00	\$4,508.00	\$960.00	\$6,720.00
33.	Remove and replace all landscaping improvements, public/private damaged during construction between Sta 0+50 and Sta. 2+00 on the west side.	1	ls.	\$2,100.00	\$2,100.00	\$1,073.00	\$1,073.00	\$960.00	\$960.00
34.	Remove and replace all landscaping improvements, public/private damaged during construction at 2480 South.	1	ls.	\$1,320.00	\$1,320.00	\$1,878.00	\$1,878.00	\$960.00	\$960.00
35.	Remove and replace all landscaping improvements, public/private damaged during construction at 2440 South.	1	ls.	\$1,320.00	\$1,320.00	\$1,878.00	\$1,878.00	\$960.00	\$960.00
36.	Remove and replace all landscaping improvements, public/private damaged during construction.	1	ls.	\$11,000.00	\$11,000.00	\$19,750.00	\$19,750.00	\$2,400.00	\$2,400.00

Bid Item	Description	Quantity	Unit	Advanced Paving and Construction PO Box 12847 Ogden, UT. 84412		Staker Parson Companies 2350 South 1900 West Ogden, UT. 84401		Granite Construction Company 1000 N Warm Springs Road Salt Lake City, UT 84116	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
37.	Install roadway striping and roadway messages.	1	ls.	\$2,600.00	\$2,600.00	\$1,943.00	\$1,943.00	\$4,400.00	\$4,400.00
38.	Furnish and install ACF 200 woven fabric.	21,750	sy.	\$0.70	\$15,225.00	\$0.61	\$13,267.50	\$0.50	\$10,875.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:					\$1,050,410.00	\$1,100,308.00	\$1,178,950.00		
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:					\$1,106,900.00	\$1,111,068.00	\$1,230,060.00		
TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:					\$986,247.00	\$1,021,180.50	\$1,096,825.00		
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:					\$1,042,737.00	\$1,031,940.50	\$1,147,935.00		
Surety Company				Colonial American Casualty and Surety Company		Fidelity and Deposit Company of Maryland		Fedral Insurance Company	
City, State				Baltimore, Maryland		Baltimore, Maryland		Warren, New Jersey	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				8698462-5551		4910822-5501		230926-5501	

BID PROPOSAL TABULATION

SOUTH MAIN RECONSTRUCTION IMPROVEMENT PROJECT

BID DATE: 20 May 2014

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Morgan Asphalt, Inc. 1970 North Redwood Road Salt Lake City, UT. 84116		B Hansen Construction Inc. 2310 West 850 North Layton, UT. 84041	
				Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization and traffic control.	1	ls.	\$85,308.00	\$85,308.00	\$38,000.00	\$38,000.00
2.	Removal and disposal of sidewalk.	1,700	lf.	\$2.16	\$3,672.00	\$8.00	\$13,600.00
3.	Removal and disposal of concrete flatwork.	1,000	sf.	\$0.80	\$800.00	\$2.50	\$2,500.00
4.	Removal and disposal of concrete waterway.	1,000	sf.	\$1.34	\$1,340.00	\$3.00	\$3,000.00
5.	Removal and disposal of existing curb and gutter.	1,500	lf.	\$2.53	\$3,795.00	\$10.00	\$15,000.00
6.	Modify existing irrigation box at Sta. 0+82.30 LT 27.49'	1	ea.	\$2,162.00	\$2,162.00	\$5,000.00	\$5,000.00
7.	Modify existing irrigation box at Sta. 3+82.09 LT 27.48'	1	ea.	\$5,320.00	\$5,320.00	\$5,000.00	\$5,000.00
8.	Modify existing irrigation box at Sta. 4+53.20 LT 28.00'	1	ea.	\$1,991.00	\$1,991.00	\$5,000.00	\$5,000.00
9.	Modify existing irrigation manhole at Sta. 12+80.40 LT 22.28'	1	ea.	\$1,567.00	\$1,567.00	\$5,000.00	\$5,000.00
10.	Furnish and install concrete curb and gutter.	1,900	lf.	\$22.02	\$41,838.00	\$24.00	\$45,600.00
11.	Furnish and install 4-foot wide 4-inch thick sidewalk.	1,200	lf.	\$19.16	\$22,992.00	\$22.00	\$26,400.00
12.	Furnish and install 4-foot wide 6-inch thick sidewalk.	500	lf.	\$23.45	\$11,725.00	\$26.00	\$13,000.00
13.	Furnish and install 4-inch thick concrete flatwork.	500	sf.	\$4.86	\$2,430.00	\$5.00	\$2,500.00

Bid Item	Description	Quantity	Unit	Morgan Asphalt, Inc. 1970 North Redwood Road Salt Lake City, UT. 84116		B Hansen Construction Inc. 2310 West 850 North Layton, UT. 84041	
				Unit Price	Total Amount	Unit Price	Total Amount
14.	Furnish and install 6-inch thick concrete flatwork.	500	sf.	\$6.01	\$3,005.00	\$7.00	\$3,500.00
15.	Furnish and install concrete waterway.	1,000	sf.	\$11.15	\$11,150.00	\$7.00	\$7,000.00
16.	Furnish and install handicap ramp (yellow in color).	25	ea.	\$1,035.32	\$25,883.00	\$2,200.00	\$55,000.00
17.	Furnish and install 4" wide concrete curb wall.	200	lf.	\$18.30	\$3,660.00	\$18.00	\$3,600.00
18.	Sawcut edge of curb and gutter.	100	lf.	\$5.72	\$572.00	\$6.00	\$600.00
Road Reconstruction Option A (bid items 19 thru 20)							
19.	Saw cutting, removal and disposal of asphalt surfacing, roadbase and sub-base grade (approximately 21,750 square yards).	14,650	cy.	\$17.00	\$249,050.00	\$12.00	\$175,800.00
20.	Furnish and install untreated roadbase material.	23,250	ton	\$21.70	\$504,525.00	\$16.00	\$372,000.00
Sub-total Option A:					\$753,575.00		\$547,800.00
Road Reconstruction Option B (bid items 21 thru 24)							
21.	Saw cutting, removal and disposal of asphalt surfacing, roadbase and sub-base grade (approximately 21,750 square yards).	11,300	cy.	\$18.64	\$210,632.00	\$12.00	\$135,600.00
22.	Furnish and install granular sub-base material.	8,650	ton	\$13.74	\$118,851.00	\$16.00	\$138,400.00
23.	Furnish and install Tensor grid TX-7 (approximately 21,750 square yards).	1	ls.	\$68,603.00	\$68,603.00	\$2.20	\$2.20
24.	Furnish and install untreated roadbase material.	7,750	ton	\$14.98	\$116,095.00	\$16.00	\$124,000.00
Sub-total Option B:					\$514,181.00		\$398,002.20

Bid Item	Description	Quantity	Unit	Morgan Asphalt, Inc. 1970 North Redwood Road Salt Lake City, UT. 84116		B Hansen Construction Inc. 2310 West 850 North Layton, UT. 84041	
				Unit Price	Total Amount	Unit Price	Total Amount
25.	Furnish and install bituminous asphalt paving materials – with recycled asphalt pavement materials (RAP).	5,380	ton	\$65.13	\$350,399.40	\$90.00	\$484,200.00
25a.	Furnish and install bituminous asphalt paving materials – without recycled asphalt pavement materials (RAP).	5,380	ton	\$62.80	\$337,864.00	\$90.00	\$484,200.00
26.	Adjust manhole ring and cover to finish grade.	20	ea.	\$389.00	\$7,780.00	\$350.00	\$7,000.00
27.	Adjust valve box ring and cover to finish grade.	23	ea.	\$275.00	\$6,325.00	\$250.00	\$5,750.00
28.	Adjust storm drain frame and cover to finish grade.	4	ea.	\$732.00	\$2,928.00	\$350.00	\$1,400.00
29.	Remove existing trees and grind roots between Sta. 0+50 and Sta. 2+00.	1	ls.	\$5,148.00	\$5,148.00	\$3,000.00	\$3,000.00
30.	Remove existing trees and grind roots at 2480 South.	1	ls.	\$5,148.00	\$5,148.00	\$3,000.00	\$3,000.00
31.	Remove existing trees and grind roots at 2440 South.	4	ea.	\$687.00	\$2,748.00	\$2,500.00	\$10,000.00
32.	Remove existing trees and grind roots at 2370 South.	7	ea.	\$687.00	\$4,809.00	\$2,400.00	\$16,800.00
33.	Remove and replace all landscaping improvements, public/private damaged during construction between Sta 0+50 and Sta. 2+00 on the west side.	1	ls.	\$6,350.00	\$6,350.00	\$2,500.00	\$2,500.00
34.	Remove and replace all landscaping improvements, public/private damaged during construction at 2480 South.	1	ls.	\$6,350.00	\$6,350.00	\$2,500.00	\$2,500.00
35.	Remove and replace all landscaping improvements, public/private damaged during construction at 2440 South.	1	ls.	\$6,350.00	\$6,350.00	\$2,500.00	\$2,500.00
36.	Remove and replace all landscaping improvements, public/private damaged during construction.	1	ls.	\$6,350.00	\$6,350.00	\$2,500.00	\$2,500.00

Bid Item	Description	Quantity	Unit	Morgan Asphalt, Inc. 1970 North Redwood Road Salt Lake City, UT. 84116		B Hansen Construction Inc. 2310 West 850 North Layton, UT. 84041	
				Unit Price	Total Amount	Unit Price	Total Amount
37.	Install roadway striping and roadway messages.	1	ls.	\$10,693.00	\$10,693.00	\$2,500.00	\$2,500.00
38.	Furnish and install ACF 200 woven fabric.	21,750	sy.	\$0.79	\$17,182.50	\$0.50	\$10,875.00
TOTAL BID PROPOSAL AMOUNT w/OPTION A with RAP:				\$1,421,345.90		\$1,275,009.90	
TOTAL BID PROPOSAL AMOUNT w/OPTION A without RAP:				\$1,408,810.50		\$1,275,009.90	
TOTAL BID PROPOSAL AMOUNT w/OPTION B with RAP:				\$1,181,951.90		\$1,035,615.90	
TOTAL BID PROPOSAL AMOUNT w/OPTION B without RAP:				\$1,169,416.50		\$1,035,615.90	
Surety Company				Employers Mutual Casualty Company		Old Republic Surety Company	
City, State				Des Moines, Iowa		Wisconsin	
Bid Security - Bid Bond Amount				5%		5%	
Contractor's License Number				339339-5501		250153-5501	

CLEARFIELD CITY RESOLUTION 2014R-11

RESOLUTION AUTHORIZING A REIMBURSEMENT AGREEMENT WITH CLEARFIELD STATION, LLC, FOR PROJECT IMPROVEMENTS, MORE PARTICULARLY THE DEPOT STREET EXTENSION, IN ASSOCIATION WITH THE DEVELOPMENT OF CLEARFIELD STATION LOCATED AT APPROXIMATELY 1250 SOUTH STATE STREET

WHEREAS, Clearfield City and Clearfield Station, LLC, (Developer) have entered into a certain Master Development Agreement (MDA) for the Clearfield Station Project; and

WHEREAS, pursuant to the MDA the Developer has certain obligations with respect to the construction of an extension of Depot Street, located outside the boundaries of the Project; and

WHEREAS, the Depot Street extension will provide a benefit to the owners and developers of properties that front the newly extended roadway; and

WHEREAS, the developer of Clearfield Station desires to be reimbursed an equitable portion of its costs associated with acquisition and construction of the newly extended roadway by the owners and developers of the benefitted properties that would be collected at the time of development of such frontage property; and

WHEREAS, the parties find it necessary and prudent to enter into an agreement to establish the terms and conditions under which the reimbursement(s) occur;

NOW THEREFORE BE IT RESOLVED BY THE CLEARFIELD CITY COUNCIL:

That the Reimbursement Agreement for Project Improvements, more particularly the Depot Street Extension, associated with the Clearfield Station Project (attached hereto as Exhibit "A") is hereby approved by the legislative body for Clearfield City and the Mayor is hereby authorized to execute said document on behalf of the City at the appropriate time.

Passed and adopted by the City Council at its regular meeting on the 27th day of May, 2014.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXHIBIT “A”

REIMBURSEMENT AGREEMENT FOR PROJECT IMPROVEMENTS

REIMBURSEMENT AGREEMENT FOR PROJECT IMPROVEMENTS

This Reimbursement Agreement for Project Improvements (“Agreement”) is entered into effective as of the _____ day of _____, 2014, by and between CLEARFIELD STATION, LLC, a Utah limited liability company (“Developer”), and CLEARFIELD CITY, a Utah municipal corporation and political subdivision of the State of Utah (“City”). As used herein, Developer and City may be referred to collectively as the “Parties”.

RECITALS

WHEREAS, Developer and City have entered into that certain Master Development Agreement for the Clearfield Station Project dated _____, 2014 (the “MDA”), regarding the development of that certain real property, comprising approximately seventy acres, in Clearfield, Davis County, Utah (the “Property”), as such Property is more particularly described in the MDA; and

WHEREAS, pursuant to the MDA, the Parties have certain obligations with respect to the construction of an extension of Depot Street, located outside of the boundaries of the Property; and,

WHEREAS, the Parties agree that the Depot Street extension will provide a benefit to the owners and developers of property that fronts along the Depot Street extension (the “Benefitted Properties”), and that a proportionate share of the cost of the Depot Street extension should be allocated to the owners and developers of the Benefitted Properties; and

WHEREAS, the Parties desire to be reimbursed for a proportionate share of their costs associated with the acquisition and construction of the Depot Street extension by the owners and developers of the Benefitted Properties, none of whom are currently participating in the cost of such improvements; and

WHEREAS, pursuant to the MDA, City and Developer agreed to enter into a reimbursement agreement directing and authorizing the City to collect from the owners and developers of the Benefitted Properties a payment, to be collected at the time of development of such frontage property, in order to reimburse the Parties an equitable portion of their land acquisition and construction expenses in connection with the Depot Street extension; and

WHEREAS, City and Developer desire to enter into this Agreement to set forth the terms and conditions by which the Parties may be reimbursed for a proportionate share of their costs associated with the acquisition and construction of the Depot Street extension.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.

2. Developer's Obligations.
 - a. Developer shall, in accordance with and subject to the terms and conditions of the MDA, acquire the necessary real property interests, and construct and install or cause to be constructed and installed the improvements comprising the Depot Street extension, as such improvements are generally described in the attached Exhibit "A" (all such real property interests and improvements are collectively referred to herein as the "Improvements").

 - b. Following satisfactory inspection, approval, and the expiration of any warranty periods, Developer shall dedicate the Improvements to the City, in a form reasonably acceptable to the City.

 - c. Developer understands and agrees that the Improvements will not be reimbursable unless they are approved by the City in accordance with the MDA.

3. Cost Allocation and Collection from Owners and Developers of the Benefitted Properties for Improvements.
 - a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Improvements are limited to those properties fronting the Depot Street extension, as identified in the attached Exhibit "B" (the "Benefitted Properties"), and cost allocation and collection shall be limited to only those properties, their owners and developers.

 - b. The City shall allocate costs to the owners and developers of the Benefitted Properties in an equitable manner based on each Benefitted Property's proportionate share of estimated traffic along the Depot Street extension. The total costs to be allocated to the owners and developers of the Benefitted Properties shall be the Maximum Reimbursement Amount (defined below).

 - c. To the extent allowed by law, the City shall require the owners and developers of the Benefitted Properties that seek City approval to develop, subdivide or build, to pay to the City their appropriate share of allocated costs pursuant to this Agreement, prior to granting any development, subdivision, conditional use, site plan or other similar approval and prior to the City issuing any building permit, with respect to the Benefitted Properties.

4. Reimbursement Payments.
 - a. Within thirty (30) days after collection of any allocated costs from the owners and developers of the Benefitted Properties as set forth herein, the City shall pay such collected amounts (subject to the provisions set forth in Section 5 below) as a reimbursement payment to Developer, until the Developer's Share of the Maximum Reimbursement Amount has been paid in full. Notwithstanding anything in this

Agreement to the contrary, the City shall have no obligation to make any reimbursement payment to Developer until such funds are actually received by City. The parties acknowledge, understand and agree that the City is not directly responsible or liable for any reimbursement payment to Developer, other than to account for sums received as set forth in this Agreement.

b. After Developer has been reimbursed for its full share of the Maximum Reimbursement Amount, additional collections from the Benefitted Properties shall reimburse the City for its share of the Maximum Reimbursement Amount.

c. No reimbursement shall be due to Developer until:

- i) The applicable Improvements have been fully installed, inspected, and approved by the City, and the Improvements have been dedicated to the City by lawful conveyance through plat, deed or other method acceptable to the City; and
- ii) Developer has submitted the documentation required by this Agreement evidencing Actual Costs of the Improvements.

d. Developer agrees to accept those funds collected by the City pursuant to this Agreement as full and final payment under this Agreement after the City has made good faith efforts to collect such funds as set forth in this Agreement. Further, Developer agrees to hold the City harmless for any allocated costs which are not collected, provided the City has made good faith efforts to collect such allocated costs as set forth in this Agreement.

5. Reimbursement Amount.

a. Maximum Reimbursement.

- i) The “Maximum Reimbursement Amount” to Parties for the Improvements shall be the difference between the Actual Costs and the Developer’s Responsibility and is the amount which will be allocated to the Latecomers.
- ii) “Actual Costs” means all costs actually incurred or expended by the Parties to construct or install the Improvements, including but not limited to the cost of the real property, cost of materials, and costs and fees for general contractors, engineers, surveyors, construction management and inspection, and other similar or related costs.
- iii) “Developer’s Responsibility” means that percentage of the costs for Improvements which is equal to the percentage of all traffic on the Depot Street extension that is attributable to and/or generated by the development of the Property, but in no case shall the Developer’s Responsibility be more than 73% of the Actual Costs.
- iv) “Developer’s Share of the Maximum Reimbursement Amount” means the

Developer's portion of the Actual Costs that exceed the Developer's Responsibility.

v) "City's Share of the Maximum Reimbursement Amount" means the portion of the Actual Costs paid for by the City.

vi) Developer shall provide to the City documentation, reasonably acceptable to the City, demonstrating the Actual Costs. Documentation may include: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and any other similar information.

b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

6. Ownership of Improvements. The City shall own the Improvements, including lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) satisfactory inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Improvements once they are completed by Developer and initially accepted by the City, following a satisfactory intermediate inspection and subject to any applicable warranty periods. Routine maintenance by the City shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code.

7. Term of Agreement. This Agreement shall terminate at such time as the total reimbursement paid to Developer reaches the Maximum Reimbursement Amount set forth herein, or thirty (30) years after the City's final (if there are more than one) written acceptance of the Improvements, whichever occurs first. The Developer specifically agrees to accept the funds in fact collected by the City during the term of this Agreement as full and final payment under this Agreement and to hold the City harmless for any of the allocated costs which aren't collected, provided good faith efforts to do so have been made by the City pursuant to this Agreement.

8. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards.

9. Assignment. Neither party may assign this Agreement, nor any of its provisions, terms or conditions to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of the other party to this Agreement.

10. No Third-Party Rights. This Agreement does not confer any rights or benefits to third parties.

11. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to reimbursement to Developer for the Improvements and supersedes

all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to such reimbursements.

12. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective officers, managers, employees, representatives, agents, members, successors, and assigns.

13. Validity and Severability. If any section, clause, or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

14. Amendment. This Agreement may be amended only in a writing signed by the Parties hereto.

15. Controlling Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Davis County, Utah.

16. Representations.

- (a) City represents and warrants to Developer that (i) City has power and authority to enter into and be bound by this Agreement; (ii) the individual(s) executing this Agreement on behalf of City are duly authorized and empowered to bind the City; and (iii) this Agreement is valid, binding and enforceable against the City in accordance with its terms.
- (b) Developer represents and warrants to City that (i) Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding and enforceable against Developer in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

CLEARFIELD CITY
a municipal corporation

Attest:

By: _____
Mark R. Shepherd, Mayor

City Recorder

Approved as to Form:

City Attorney

CLEARFIELD STATION, LLC

a Utah limited liability company

By: Its Manager
Clearfield TOD Investments, LLC
a Utah limited liability company

By: _____
John R. Thackeray, Manager

By: _____
Kevin S. Garn, Manager

[Acknowledgments on Next Page]

ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by John R. Thackeray, the Manager of Clearfield TOD Investments, LLC, the Manager of CLEARFIELD STATION, LLC, a Utah limited liability company.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Kevin S. Garn, the Manager of Clearfield TOD Investments, LLC, the Manager of CLEARFIELD STATION, LLC, a Utah limited liability company.

NOTARY PUBLIC

EXHIBIT “A”

Depot Street Extension Improvements

EXHIBIT “B”

List of Benefitted Properties

Staff Report



To: Mayor Shepherd and City Council Members
From: JJ Allen, Assistant City Manager
Date: May 22, 2014
Re: Depot Street Reimbursement Agreement with Clearfield Station, LLC

I. RECOMMENDED ACTION

Approve Resolution 2014R-11 approving the Reimbursement Agreement for Project Improvements with Clearfield Station, LLC, and authorize the Mayor's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

One condition of the Clearfield Station project is that the Developer (Clearfield Station, LLC) extend Depot Street from the north into the northwest corner of the UTA property (see attached drawing). This is an offsite improvement that would create frontage along other properties that could develop in the future ("benefitted properties"), and which should pay their fair share of the costs of the road (and utilities therein).

Per the Master Development Agreement (MDA), the Developer's share is capped at 73% of the actual costs of the project. The remainder, then, would be allocated to the benefitted properties. When they develop, the City will collect their share and reimburse the Developer for any amount exceeding the 73% cap. The City also would be entitled to reimbursement, since the City will bear some of the costs of the project.

The term of the agreement is 30 years. If a benefitted property doesn't develop within that timeframe, then it will no longer be responsible for its share of the project costs.

NOTE: At the time of this writing, some of the language of the Agreement is still being fine-tuned, and the exhibits to the Agreement have not been received. If the final version (with exhibits) is not available at the time of packet distribution on Friday, the final version will be sent out separately on Tuesday.

III. IMPACT

a. Fiscal

This agreement will allow the Developer and the City to recover costs that are not attributable to them.

b. Operations / Service Delivery

There will be a minor administrative burden to track the development of the benefitted properties to ensure that they pay their share.

IV. SCHEDULE / TIME CONSTRAINTS

While Depot Street may not be constructed until Phase 3 of the Clearfield Station Development, the Developer is interested in having this agreement in place at the outset. In fact, the MDA requires that the Reimbursement Agreement be executed within 90 days of the MDA. The MDA was approved by the City Council on March 11, 2014, but the Developer is waiting to execute it until just prior to construction (for financial reasons).

V. LIST OF ATTACHMENTS

- Resolution 2014R-11
- Reimbursement Agreement for Project Improvements
- Drawing of Depot Street alignment

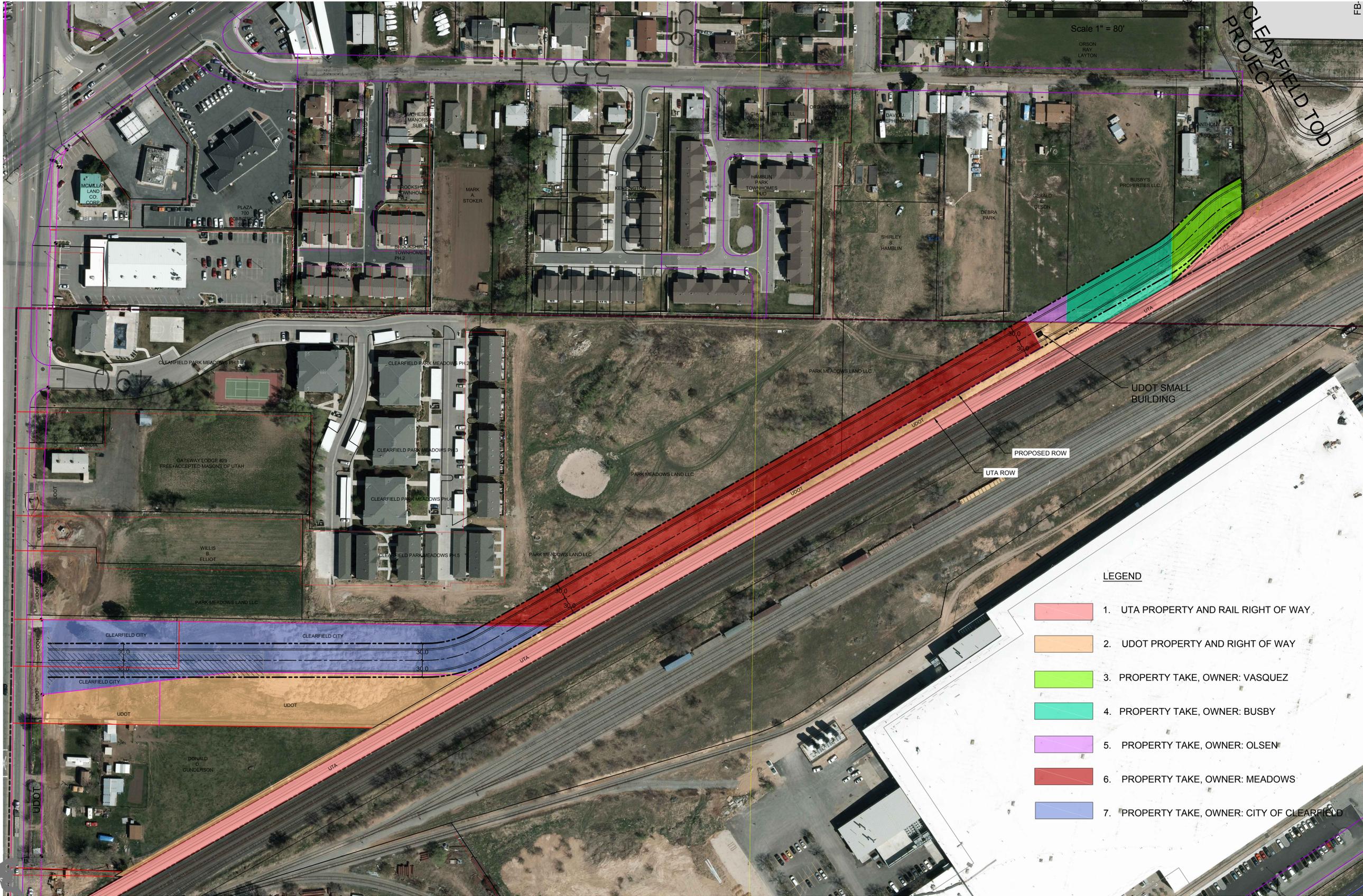
UDOT OWNERSHIP MAP

PRINT DATE:
MAY 6, 2014



Scale 1" = 80'

CLEARFIELD TOD
PROJECT



LEGEND

- 1. UTA PROPERTY AND RAIL RIGHT OF WAY
- 2. UDOT PROPERTY AND RIGHT OF WAY
- 3. PROPERTY TAKE, OWNER: VASQUEZ
- 4. PROPERTY TAKE, OWNER: BUSBY
- 5. PROPERTY TAKE, OWNER: OLSEN
- 6. PROPERTY TAKE, OWNER: MEADOWS
- 7. PROPERTY TAKE, OWNER: CITY OF CLEARFIELD

FILENAME: T:\Clearfield TOD Investments\CT100X (Phase 1 Engineering)\Design\Exhibits\Depot Road\Depot Road2.dwg TAB: Ownership PLOT DATE AND TIME: 5/6/2014 3:04 PM

**CLEARFIELD STATION T.O.D.
DEPOT ROAD LAND TAKE,
CLEARFIELD, UT
UDOT OWNERSHIP MAP**

231 WEST 800 SOUTH Salt Lake City, Utah 84115
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040 FX: 801-487-8668



CLIENT: CLEARFIELD TOD INVEST
DWS: Depot Road
JOB NO: 2425-CT1001-13
DRAWN BY: BN
DESIGNED BY: AJS
CHECKED BY: SNT
DATE: 01/16/14

REVISIONS

NO.	DESCRIPTION	DATE

SHEET

7

CLEARFIELD CITY RESOLUTION 2014R-10

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CLEARFIELD, SYRACUSE AND WEST POINT CITIES PROVIDING A LANDSCAPE AND MAINTENANCE PLAN FOR THE STATE RIGHT-OF-WAY ALONG SR-193 BETWEEN SR-126 (STATE STREET) AND SR-108 (2000 WEST)

WHEREAS, the Utah Department of Transportation (UDOT) constructed three miles of new roadway designated as SR-193 between SR-126 (State Street) and SR-108 (2000 West); and

WHEREAS, Clearfield, Syracuse and West Point cities share common boundaries and have agreed to maintain the State right-of-way beyond the edge of the pavement along the new roadway; and

WHEREAS, it is mutually beneficial to the cities to utilize a cooperative effort in establishing landscaping with continuity which will bring mutual value to each city as well as a cooperative effort to provide maintenance of the improvements; and

WHEREAS, the parties find it necessary and prudent to enter into an Interlocal Cooperative Agreement in order to establish the terms and conditions under which the landscaping and maintenance will be performed by the cities;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the attached Interlocal Cooperative Agreement between Clearfield, Syracuse and West Point cities providing a landscape and maintenance plan for the State right-of-way along SR-193 between SR-126 (State Street) and SR-108 (2000 West) is hereby approved and the Mayor is duly authorized to execute the agreement with an effective date of July 1, 2014.

Passed and adopted by the City Council at its regular meeting on the 27th day of May, 2014.

ATTEST:

CLEARFIELD CITY CORPORATION:

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

**INTERLOCAL COOPERATION
AGREEMENT FOR THE IMPROVEMENT OF REAL PROPERTY**

This agreement is entered into this _____ day of _____, 2014, by and between Clearfield City, a Utah municipal corporation, hereinafter referred to as “Clearfield”, Syracuse City, a Utah municipal corporation, hereinafter referred to as “Syracuse” and West Point City, a municipal corporation, hereinafter referred to as “West Point”, the three referenced Cities collectively hereinafter shall be referred to as the “Cities”.

WHEREAS, The Cities share common boundaries; and

WHEREAS, It is mutually beneficial to the Cities to have a cooperative effort in developing a street system that is properly connected to accommodate the flow of vehicular and pedestrian traffic; and

WHEREAS, The Cities have cooperated in the planning of the new SR-193 with a mutual HUD Planning Grant to facilitate land use plans and landscaping plans of the intersections along SR-193; and

WHEREAS, The Cities are desirous to establish landscaping along SR-193 that has continuity and will bring mutual value to each city; and mutually cooperate and share the maintenance responsibilities of said landscaping in an equitable manner; and

WHEREAS, pursuant to the authority and provisions of the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code Annotated, the Cities are willing to cooperate to equitably provide for the maintenance and oversight of the improvements within the SR-193 corridor as described herein.

NOW, THEREFORE, in an effort to provide an efficient, economical, and coordinated maintenance system for the Cities; to enjoy the mutual benefit of the landscaping along SR-193, and for other good and valuable consideration, the Cities agree as follows:

1. **Landscaping Plan.** The plans noted as “Exhibit A” shall represent the agreed upon landscape plan for the North & East side of SR-193 within the boundaries of the Cities. The exhibit is attached to, and is made a part of this Agreement.
2. **Clearfield City Undertakings.**
 - Clearfield will be responsible for the maintenance of the landscape improvements, as follows: the intersections of “H” Street, Center Street, and the East Side of 1000 West, as well as any road side landscaping or natural vegetation between said intersections
 - Clearfield will be responsible for the maintenance and snow removal of the newly installed walking trail sections within their City boundaries and to the 1550 West intersection, including the sidewalk connection to the crosswalks.
 - Clearfield will be responsible for supplying irrigation water supply to the intersections at “H” Street, Center Street and to both sides of 1000 West.
3. **Syracuse City Undertakings.**

- Syracuse will be responsible for the maintenance of the landscape improvements, as follows: the intersections of 1550 West and the West Side of 1000 West.,
 - Syracuse will be responsible for the maintenance of road side landscaping or natural vegetation between 1000 West and 2000 West on the south side of the masonry wall.
4. **West Point Undertakings.**
- West Point will be responsible for the maintenance of the landscape improvements, as follows: the intersection of 2000 West and those areas of natural vegetation on the North side of the masonry wall along the trail.
 - West Point will be responsible for the maintenance and snow removal of the newly installed walking trail sections within their City boundaries between the 1550 West intersection and 2000 West intersection, including the sidewalk connection to the crosswalks.
 - West Point will be responsible for supplying irrigation water supply to the intersections at 1550 West and 2000 West.
5. **Joint Undertakings.** The Cities agree to supplement the funding provided by the Utah Department of Transportation (UDOT) for the installation of said landscaping with the funding provided mutually to the Cities from UDOT for the installation and maintenance of the said landscaping. The total combined funding by the Cities shall be three hundred and forty three thousand dollars (\$343,000).
6. **No Interlocal Entity Created-** This Agreement does not create an interlocal entity between the Cities.
7. **Administration of Agreement.** The administration of this Agreement shall be by the Cities' respective City Managers.
8. **Breach.** If any city fails or refuses to perform hereunder, the non-breaching party shall demand performance to resume and be completed. If a good faith resumption of performance does not occur within 30 days from the demand for performance, the breaching entity shall pay damages in an amount equal to the amount necessary to complete the breaching City's performance under this Agreement. Said amount shall be determined through the statutory bidding process.
9. **Term of Agreement.** The term of this Agreement shall be fifty (50) years from the date of execution. This Agreement may be extended as jointly agreed upon by the respective City Councils of the Cities.
10. **Amendments.** This Agreement may be amended upon mutual agreement of the Cities, in writing. The purpose and reasons for any amendments should be set forth in the amended agreement.

Executed as of the day and date above.

CLEARFIELD CITY

Mayor
ATTEST:

APPROVED AS TO FORM:

City Attorney

Executed as of the day and date above.

SYRACUSE CITY

Mayor Terry Palmer

ATTEST:

City Recorder, Cassie Brown

APPROVED AS TO FORM:

City Attorney, Clint Drake

Executed as of the day and date above.

WEST POINT CITY

Mayor
ATTEST:

APPROVED AS TO FORM:

City Attorney

CLEARFIELD CITY RESOLUTION 2014R-09

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PROVIDING FOR THE ACCESS AND MAINTENANCE OF ROADSIDE LANDSCAPING, FENCING, LIGHTING, TRAILS, PEDESTRIAN UNDERPASSES, WALLS AND AESTHETIC FEATURES ALONG SR-193 BETWEEN SR-126 (STATE STREET) AND SR-108 (2000 WEST)

WHEREAS, the Utah Department of Transportation (UDOT) constructed three miles of new roadway designated as SR-193 between SR-126 (State Street) and SR-108 (2000 West); and

WHEREAS, UDOT recognized a cost savings to the project when curb and gutter was eliminated from the project to improve drainage by allowing sheet flow; and

WHEREAS, Clearfield, Syracuse and West Point cities are obligated and have agreed to maintain the State right-of-way beyond the edge of the pavement in the areas where the curb and gutter were eliminated; and

WHEREAS, the cities desire to receive the cost savings to assist with the landscaping and maintenance within the State right-of-way; and

WHEREAS, UDOT has agreed to participate in the cost of the landscaping and maintenance by utilizing the costs savings; and

WHEREAS, the parties find it necessary and prudent to enter into an Interlocal Cooperative Agreement in order to establish the terms and conditions under which the landscaping and maintenance will be performed and funds will be provided by UDOT to the cities;

NOW THEREFORE BE IT RESOLVED by the Clearfield City Council that the attached Interlocal Cooperative Agreement with the Utah Department of Transportation for providing for the access and maintenance of roadside landscaping, fencing, lighting, trails, pedestrian underpasses, walls and aesthetic features, along SR-193 between SR-126 (State Street) and SR-108 (2000 West) is hereby approved and the Mayor is duly authorized to execute the agreement with an effective date of July 1, 2013.

Passed and adopted by the City Council at its regular meeting on the 27th day of May, 2014.

ATTEST:

CLEARFIELD CITY CORPORATION:

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, ("UDOT") and **CLEARFIELD CITY CORPORATION**, **SYRACUSE CITY CORPORATION**, and **WEST POINT CITY CORPORATION**, ("CITIES").

RECITALS

WHEREAS, UDOT is constructing 3 miles of new roadway, to be designated as State Route 193, between SR-126 (State Street) in Clearfield and SR-108 (2000 West) in Syracuse, referred to as Project # S-0193(6)0 ("Project"); and;

WHEREAS, UDOT and the **CITIES** desire to enter into this Agreement for landscaping improvements and maintenance responsibilities associated with said project; and

WHEREAS, UDOT has a policy designating what portion of project funds may be used toward aesthetics and landscaping; and

WHEREAS, UDOT has agreed to participate in the cost of the landscaping and maintenance according to the terms herein, and

WHEREAS, the Utah State Code Section 72-3-109(1)(c)(i) requires the local municipality to maintain the state right of way behind the curb and gutter; and

WHEREAS, the UDOT and the **CITIES** have agreed to eliminate much of the curb and gutter from the project to improve drainage by allowing sheet flow; and

WHEREAS, the **CITIES** have agreed to maintain the state right-of-way beyond the edge of pavement in these areas where curb and gutter was eliminated; and

WHEREAS, said elimination of curb and gutter resulted in a cost savings to the project; and

WHEREAS, the **CITIES** desire to receive said savings to assist with the landscaping and maintenance within the state right-of-way; and

WHEREAS, the **CITIES** have designated **CLEARFIELD CITY** to receive payment from the UDOT to be administered on the Project according to the interlocal agreement between the **CITIES**.

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under said payment shall be made and maintenance responsibilities performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. UDOT will allow the **CITIES** access on state right-of-way along SR-193 between SR-126 (State Street) and SR-108 (2000 West) for the sole purpose of maintaining roadside landscape, fencing, lighting, trails, pedestrian underpasses, walls, and aesthetic features ("Improvements").
2. The **CITIES** will provide routine care and maintenance of the Improvements within UDOT right-of-way to ensure proper function and operation of the Improvements and ensure a safe and aesthetic appearance of the right-of-way as long as work is outside the clear zone. Any work within the clear zone requires traffic control in compliance with the Utah MUTCD and obtain permit from UDOT. The **CITIES** will obtain said permit and abide by all conditions in compliance with Utah Administrative Code R930-6.

3. The **CITIES** will establish and maintain any and all landscaping and irrigation systems within the **UDOT** right of way. If the irrigation system fails to function properly, the **CITIES** will repair the system within a reasonable time period. If the plantings fail to survive, the **CITIES** will remove, replant and establish new plants. If the plants to be replanted are significantly different from those initially installed, the **CITIES** will obtain **UDOT** approval prior to planting. The **CITIES** will assume all financial responsibility for the initial and ongoing utility billings for any and all irrigation facilities. The **CITIES** accept the responsibility to removed debris, weeds, trash and maintain drainage
4. The **CITIES** will maintain the fencing. The **CITIES** will be responsible to timely repair or restore loss and damage of fencing improvements resulting from vandalism, accident or other loss.
5. The **CITIES** will maintain and operate the lighting facilities in accordance with Utah Code Section 72-3-109(f) and Utah Administrative Code R918-6-4. The **CITIES** will be responsible to timely repair or restore loss and damage of lighting improvements resulting from vandalism, accident or other loss. The **CITIES** will assume financial responsibility for the up front and ongoing utility billings for any and all lighting facilities.
6. The **CITIES** will maintain the wall facilities. The **CITIES** will be responsible to timely repair or restore loss and damage of privacy wall improvements between Center Street and 1000 West resulting from vandalism, accident or other loss. The **CITIES** will be responsible for aesthetic appearance and graffiti removal of the noise wall between 1000 West and 2000 West.
7. The **CITIES** will maintain the trail facilities. The **CITIES** will be responsible for the maintenance, repair, and operations of the trail on the north side of SR-193 between Center Street and 2000 West as well as any trail connections within the UTA future rail corridor as per the agreements with UTA. The **CITIES** will be responsible for its aesthetic appearance and any associated landscaping.
8. The **CITIES** will maintain the pedestrian underpass facilities. The **CITIES** will be responsible for minor, non-structural repairs, aesthetic appearance and timely graffiti removal of the pedestrian underpasses at Depot Street and Main Street (UTA trail underpass). The **CITIES** are fully responsible for the structural condition and all maintenance of the Center Street underpass. The **CITIES** will assume financial responsibility for the up front and ongoing utility billings for any and all lighting facilities in these underpasses.
9. The **UDOT** will maintain all drainage features within the right of way, including surface ditches and underground culverts, as these only receive runoff from SR-193.
10. The **UDOT** will maintain all signs for SR-193 traffic. The **CITIES** will maintain all signs for traffic on local roadways.
11. Upon execution of this **COOPERATIVE AGREEMENT**, the **UDOT** will make a lump sum payment to **CLEARFIELD CITY** in the amount of three-hundred forty-three thousand dollars (\$343,000) based on the following calculation:

Initial Aesthetic Allowance ^a	\$520,000
Privacy Wall Cost	-\$300,000
Powder Coating Cost	-\$20,000
Irrigation Improvements Cost	-\$27,000
Final Aesthetic Allowance	\$173,000
Maintenance Allowance ^b	\$170,000
Total	\$343,000

^a Initial aesthetic allowance based on PS&E construction estimate in October 2010 of \$52 million and the UDOT aesthetic policy at the time that allowed 1% of the construction amount to be allocated toward aesthetic features.

^b Maintenance allowance was calculated from the project savings achieved by eliminating 11,300 feet of curb and gutter at a unit cost of \$15 per foot, rounded to \$170,000.

12. Within 30 days from the date of the execution of this **COOPERATIVE AGREEMENT**, the UDOT will make a lump sum payment to **CLEARFIELD CITY** in the amount of Three-hundred Forty-three Thousand dollars and zero cents (\$343,000.00). The **CITIES** agree that Clearfield City will receive the money and the money will be divided according to the agreement among the **CITIES**.

TOTAL TO CLEARFIELD IS \$343,000.00

13. The **CITIES** agree to keep all receipts, contracts, invoices, and documentation related to the expenditure of said funds for a period of three years. **UDOT** reserves the right to audit these records upon 10 days notice to the **CITIES** to ensure all funds have been utilized for the purposes outlined in this agreement. **UDOT** is entitled to reimbursement of any funds not shown to have been utilized for said purposes.
14. This **COOPERATIVE AGREEMENT** may be terminated upon written approval by both parties. If such should occur, within 30 days from the date of termination and if required by **UDOT**, the **CITIES** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to do so. The **CITIES** understand that the landscaping improvements on the **UDOT** right of way are installed at their own risk and if the landscaping is not maintained or if the right of way is needed for **UDOT's** purposes, the **UDOT** will remove any landscape facilities or plantings without reimbursement to the **CITIES**.
15. The **UDOT** and the **CITIES** are governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
16. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
17. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
18. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
19. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

20. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
21. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written:

ATTEST:

CLEARFIELD CITY CORPORATION, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
ATTEST:

SYRACUSE CITY CORPORATION, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
ATTEST:

WEST POINT CITY CORPORATION, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION LANDSCAPE ARCHITECT

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:30 P.M. POLICY SESSION
May 13, 2014

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

PRESIDING:	Bruce Young	Chair
PRESENT:	Kent Bush	Director
	Ron Jones	Director
	Mike LeBaron	Director
EXCUSED:	Keri Benson	Director
	Mark Shepherd	Director
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Jessica Hardy	Budget Analyst
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Forrest Scott – Clearfield High School (CHS) Government Class, Ty Bayn – CHS Government Class, Rebecca Harrison, Jacob Harrison, Cameron Harrison, Kendra Harrison, Will Werner – Syracuse High School (SHS) Government Class, Kathryn Murray

Chair Young called the meeting to order at 8:06 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE APRIL 22, 2014 WORK SESSION, THE APRIL 22, 2014 POLICY SESSION, THE APRIL 29, 2014 SPECIAL SESSION AND THE APRIL 29, 2014 WORK SESSION

Director LeBaron moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the April 22, 2014 work session, the April 22, 2014 policy session, the April 29, 2014 special session and the April 29, 2014 work session, as written, seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Bush, Jones, and LeBaron. Voting NO – None. Directors Benson and Shepherd were not present for the vote.

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2014/2015 AND SET A PUBLIC HEARING FOR JUNE 10, 2014 TO RECEIVE PUBLIC INPUT ON THE BUDGET

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

Rich Knapp, Administrative Services Director, reported on the revenues and expenditures in the Tentative Budget specific to the CDRA.

Director Bush moved to approve the Fiscal Year 2014/2015 Tentative Budget and set a public hearing on the budget for Tuesday, June 10, 2014, at 7:00 p.m. seconded by Director Jones. The motion carried upon the following vote: Voting AYE – Directors Bush, Jones, and LeBaron. Voting NO – None. Directors Benson and Shepherd were not present for the vote.

There being no further business to come before the Community Development and Renewal Agency, **Director Jones moved to adjourn as the Community Development and Renewal Agency and reconvene as the City Council acting as the Appeal Authority at 8:08 p.m., seconded by Director LeBaron. All voting AYE.** Directors Benson and Shepherd were not present for the vote.

DRAFT

Staff Report



To: CDRA Board of Directors
From: JJ Allen, Assistant City Manager
Date: May 22, 2014
Re: Clearfield Station TIF Participation Agreement

I. RECOMMENDED ACTION

Approve Resolution 2014R-09 approving the Participation Agreement with Clearfield Station, LLC, and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Clearfield Station Community Development Area (CDA) was created for the primary purpose of capturing tax increment to help pay for the cost of public infrastructure connected with the development of the UTA property. This Participation Agreement sets forth the provisions under which the Agency (the Clearfield CDRA) would reimburse the Developer (Clearfield Station, LLC) for those costs.

The budget and interlocal agreements for the Clearfield Station CDA call for 75% of the tax increment generated within the project area to be captured, with the remaining 25% flowing through to the taxing entities. Of the amount the CDRA receives, 5% will be withheld for administration of the project area. The other 95% is available for investment in the project area.

After the reductions for "flow through" and administration, via this Participation Agreement the Developer would receive all of the remaining tax increment that is generated by development of the UTA site. Tax increment that is generated on other properties within the CDA will not be available to the Developer under this agreement.

Payment to the Developer by the Agency will be done on a post-performance (reimbursement) basis. Once improvements are completed, the Developer can submit an invoice for reimbursement. The Agency will then reimburse the Developer from the tax increment distributions that it receives each spring from Davis County.

This process will require a running ledger of tax increment distributions received and payments/accounts payable to the Developer. Because the Developer is not entitled to tax increment beyond their actual costs for the improvements (nor beyond the limit for each phase, as set forth in Exhibit C), it is possible that at times during the term of the agreement the CDRA will carry a positive cash balance until the Developer submits the next invoice. On the other hand, it is very likely that during the term of the

agreement the Developer will have to wait several years to receive full reimbursement of submitted invoices, since the distribution of tax increment occurs only annually.

The maximum reimbursement to the Developer, over the maximum 35-year life of the CDA, is set at \$28,441,936.00.

NOTE: At the time of this writing, some of the language of the Agreement is still being fine-tuned, and the exhibits to the Agreement have not been received. If the final version (with exhibits) is not available at the time of packet distribution on Friday, the final version will be sent out separately on Tuesday.

III. IMPACT

a. Fiscal

Once the first tranche is triggered, the CDRA will need to begin annually budgeting for the revenues and expenditures associated with the Clearfield Station CDA. Payment of this tax increment subsidy will be the primary expenditure of this project area.

b. Operations / Service Delivery

This Participation Agreement will result in some administrative burden, but the CDRA will be compensated through the 5% withholding.

IV. ALTERNATIVES

The Master Development Agreement (MDA) is contingent upon a TIF Participation Agreement being approved. In other words, without a TIF Participation Agreement, there will be no Clearfield Station development.

V. SCHEDULE / TIME CONSTRAINTS

The Developer is planning for a groundbreaking in July, and this agreement (among other things) is a key piece that needs to be in place before construction can begin.

VI. LIST OF ATTACHMENTS

- Resolution 2014R-09
- Participation Agreement

AS-SURVEYED DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST ONE HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 0°06'06" EAST ALONG THE EAST LINE OF SAID SECTION LINE 293.10 FEET AND NORTH 89°53'54" WEST 651.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91; FROM THE EAST QUARTER CORNER 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°06'06" EAST 5272.26 FEET BETWEEN THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 12) RUNNING THENCE SOUTH 36°54'44" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 991.03 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 18°21'02" EAST 70.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE SOUTH 0°06'06" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 753.80 FEET; THENCE NORTH 89°44'35" WEST 866.08 FEET TO A CHAINLINK FENCE; THENCE ALONG SAID CHAINLINK FENCE SOUTH 89°47'53" WEST 428.29 FEET TO A VINYL FENCE CORNER; THENCE ALONG SAID VINYL FENCE SOUTH 0°44'06" EAST 168.17 FEET TO A POINT ON THE UTA RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT THREE (3) COURSES: NORTH 29°57'39" WEST 1,717.61 FEET; SOUTH 89°59'56" WEST 57.71 FEET; NORTH 29°57'39" WEST 672.39 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 44°51'35" EAST 183.21 FEET; THENCE NORTH 86°57'28" EAST 239.06 FEET; THENCE NORTH 0°06'04" EAST 60.39 FEET; THENCE SOUTH 89°53'56" EAST 1096.09 FEET; THENCE SOUTH 0°06'04" WEST 232.50; THENCE SOUTH 89°53'56" EAST 463.79 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,058,933 SQ. FT. OR 70.22 ACRES

CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION 2014R-09

A RESOLUTION APPROVING THE PARTICIPATION AGREEMENT WITH CLEARFIELD STATION, LLC, PROVIDING FOR THE USE OF TAX INCREMENT FINANCING FOR THE REIMBURSEMENT OF CONSTRUCTION COSTS FOR PROJECT INFRASTRUCTURE IMPROVEMENTS

WHEREAS, Clearfield City Corporation has created the Clearfield Community Development and Renewal Agency (the “Agency”) pursuant to the provisions of, and the Agency continues to operate under, Title 17C of the Utah Code, as amended, known as the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act (the “Act”), for the purposes of conducting urban renewal, economic development, and community development activities within the City, as contemplated by the Act; and

WHEREAS, the Agency has prepared, and the City Council has approved (pursuant to City Ordinance No. 2013-12 dated October 22, 2013), the Clearfield Station Community Development Project Area Plan providing for the use of tax increment financing to promote the development of real property located within the Clearfield Station Project Area (the “Project Area”) and the future uses of such land; and

WHEREAS, Clearfield Station, LLC, (the “Developer”) is developing an approximately 70-acre portion of real property located within the Project Area that is now or will be owned by the Developer; and

WHEREAS, the Developer and the City have entered into the Master Development Agreement (MDA) for the Clearfield Station Project (the “Project”), pursuant to which the Developer has agreed to develop the Project in accordance with the terms and conditions set forth in the MDA; and

WHEREAS, the Agency believes that the development of the Project as provided in the MDA is vital and in the Agency’s best interests; is in the best interest of the health, safety and welfare of City’s residents; and is in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area and its development is undertaken and is being assisted by Agency; and

WHEREAS, the Agency and the Developer find it necessary and prudent to enter into an agreement to establish the terms and conditions under which the tax increment financing participation will occur;

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

That the Participation Agreement with Clearfield Station, LLC, providing for the use of tax increment financing for the reimbursement of construction costs for project infrastructure improvements associated with the development of the Clearfield Station Project, as attached hereto as Exhibit "A", is hereby approved by the Board and the Chair is hereby authorized to execute said document on behalf of the Agency at the appropriate time.

This resolution takes effect upon adoption.

Approved and adopted on May 27, 2014.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY

Nancy R. Dean, Secretary

Bruce Young, Chair

VOTE OF THE BOARD

AYE:

NAY:

EXCUSED: Director Bush

PARTICIPATION AGREEMENT

CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA CLEARFIELD, UTAH

THIS PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into effective the ____ day of _____ 2014 by and between the **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (“**Agency**”), and **CLEARFIELD STATION, LLC**, a Utah limited liability company (“**Developer**”). Agency and Developer are sometimes singly referred to in this Agreement as a “**Party**”, or collectively as the “**Parties**.”

RECITALS:

A. In furtherance of the objectives of the “Limited Purpose Local Government Entities--Community Development and Renewal Agencies Act,” UTAH CODE ANN. Title 17C, Chapters 1 through 4 (including any future amendments or successors, the “**Act**”), Agency has undertaken a program for the development of a certain geographic area known as the “Clearfield Station Community Development Project Area” located in Clearfield, Davis County, Utah (the “**Project Area**”), comprising approximately 142 acres.

B. Agency has prepared, and the city council (the “**Council**”) of the city of Clearfield (“**City**”) has approved (pursuant to its Ordinance No. 2013-12 dated October 22, 2013, the Clearfield Station Community Development Project Area Plan as hereinafter described (the “**Plan**”) providing for the use of tax increment financing to promote the development of real property located within the Project Area and the future uses of such land, which Plan has been filed with both City and Agency.

C. Agency heretofore has entered into several interlocal agreements with taxing entities to fund the Plan with tax increment financing as hereinafter described (the “**Interlocal Agreements**”), which Interlocal Agreements are described and identified in Exhibit “A” attached hereto and incorporated herein.

D. The subject site consists of an approximately 70-acre portion (the “**Site**”) of real property located within the Project Area that is or will be owned by Developer, which Site is more particularly described in Exhibit “B” attached hereto and incorporated herein.

E. Developer and City have entered into that certain Master Development Agreement for the Clearfield Station Project dated _____, 2014 (“**MDA**”), pursuant to which Developer has agreed to develop the Site in accordance with the terms and conditions set forth in the MDA.

F. Agency believes that the development of the Site as provided in the MDA and this Agreement is vital and in Agency’s best interests; is in the best interest of the health, safety and welfare of City’s residents; and is in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area and its development is undertaken and is being assisted by Agency.

G. Agency desires to enter into this Agreement to, *inter alia*, enable Agency to achieve the objectives of the Plan, and to encourage the development of Site by private enterprise for and in accordance with the uses specified in the MDA.

H. Developer desires to enter into this Agreement to induce Agency to assist Developer in the development of the Site on the terms and conditions specified in the MDA and this Agreement.

NOW, THEREFORE, for and in consideration of their mutual promises and for other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties covenant and agree as set forth herein.

ARTICLE 1- DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement, and the Parties agree to the provisions set forth within the following definitions. **All capitalized terms not otherwise defined in this Agreement shall have the same meanings given them in the MDA.**

1.1 “**Agency**” means the Clearfield Community Development and Renewal Agency, a public body organized and existing under the Act, including any successor public agency designated by or pursuant to law.

1.2 “**Assessed Taxable Value**” for any Tax Increment Year means the assessed taxable value as equalized and shown on the records of the Davis County Assessor’s Office for that Tax Increment Year for the Site, or applicable portion thereof.

1.3 “**Available Tax Increment**” means the portion of the Tax Increment monies which Agency actually receives from the Site pursuant to the Interlocal Agreements and Sections 17C-4-201 through 203 of the Act, **less**, for each Tax Increment Year of the Tax Increment Subsidy Period, the first 5% of all the Tax Increment actually received by the Agency, which 5% of Tax Increment shall be received and retained by Agency for administrative purposes. The base tax year (as that term is defined or used in the Act and the Interlocal Agreements and applied to the Plan) is calendar year 2013.

1.4 “**Certificate of Occupancy**” means, with respect to a building, a permanent certificate of occupancy for the building that is issued by City.

1.5 “**City**” means Clearfield City Corporation, Davis County, Utah, a Utah Municipal Corporation and political subdivision of the State of Utah.

1.6 “**County**” means Davis County, Utah.

1.7 “**Developer**” means Clearfield Station, LLC, a Utah limited liability company.

1.8 “**Interlocal Agreements**” means the interlocal agreements between Agency and each of Davis County, Davis County Library, Davis School District, the City, Weber Basin Water Conservancy District, North Davis Sewer District, North Davis Fire District, and Mosquito Abatement District - Davis, (the “Taxing Entities”) as described and identified in Exhibit “A”.

1.9 “**Maximum Subsidy**” means the amount of \$28,441,936.00, which is the maximum total amount of Tax Increment Subsidy that may be paid to Developer by Agency pursuant to this Agreement.

1.10 “**Parcel**” means a portion of the Site comprising one lot as created by a legal and lawfully recorded subdivision plat.

1.11 “**Plan**” means the community development plan entitled the “Clearfield Station Community Development Project Area Plan,” adopted by the City Council pursuant to its Ordinance No. 2013-12 dated October 22, 2013.

1.12 “**Project Area**” means the Clearfield Station Community Development Project Area, as more fully described in the Plan.

1.13 “**Site**” means that certain real property, comprising an approximately seventy (70) acre portion of the Project Area, as more particularly described in Exhibit “B” attached hereto and incorporated herein.

1.14 “**Tax Increment**” means, pursuant to UTAH CODE ANN. 17C-1-102(47), the difference between: (a) the amount of property tax revenues generated each tax year by all Taxing Entities from the Site, or applicable portion thereof, using the current assessed value; and (b) the amount of property tax revenues that would be generated from that same area using the base year taxable value. Tax Increment does not include taxes levied and collected under UTAH CODE ANN. 59-2-1602.

1.15 “**Tax Increment Subsidy Period**” means the 35-year period commencing with the first Tax Increment Year for which the Agency receives Tax Increment from the first Tranche. Pursuant to the Interlocal Agreements, the first year for collection of Tax Increment shall be determined by the Agency, but shall be no later than 2017.

1.16 “**Tax Increment Subsidy**” means the portion of the Available Tax Increment actually received by Agency that is required by specific terms of this Agreement to be paid to Developer by Agency, as reimbursement of costs incurred by Developer for Project Infrastructure improvements, if Developer is eligible to receive such payments pursuant to this Agreement; provided, however, that the following monies shall not be considered part of the Tax Increment Subsidy under any circumstances: (a) for each Tax Increment Year of the Tax Increment Subsidy Period, the first 5% of all the Tax Increment received by the Agency, which 5% of Tax Increment shall be received and retained by the Agency for administrative purposes; (b) any tax increment monies which the Agency receives at any time attributable to property other than the Site, or from other project areas which the Agency and the City have previously established, or which they may hereafter establish; (c) the property taxes paid with respect to a Tranche prior to or after the applicable twenty year period for such Tranche; and (d) any portion of the Tax Increment monies that Agency is required to refund, rebate or pay over to any taxing entity or third party pursuant to any of the Interlocal Agreements. The Tax Increment monies described in the above Subparagraphs (a) – (d), inclusive, of this Section 1.16 are reserved by the Agency for uses and purposes other than payment to Developer. Among other limitations, Tax Increment Subsidy shall be paid to Developer only to the extent that Developer actually completes Project Infrastructure improvements at its cost as provided in this Agreement, and the total amount of Tax Increment Subsidy payable to Developer shall not exceed Developer’s actual out-of-pocket cost of constructing those completed Project Infrastructure improvements.

1.17 “**Tax Increment Year**” means a calendar year beginning January 1 (the “tax lien date” when real property is deemed to be assessed for purposes of taxation by the Office of the Davis County Assessor pursuant to law) and ending December 31 of the same calendar year.

1.18 “**Tranche**” means one or more Parcels, as selected by mutual agreement of the Parties in consideration of development status and market conditions, with respect to which Agency will receive Tax Increment monies for a period of not more than twenty (20) years pursuant to the Interlocal Agreements. Parcels will be triggered to contribute Tax Increment in up to three (3) Tranches within the Tax Increment Subsidy Period. No Parcel may be included in more than one Tranche and no Parcel will contribute Tax Increment for more than a twenty year period of time. The Parties, upon mutual agreement, shall determine when each Tranche is triggered to contribute Tax Increment; however in no event shall the first Tranche be triggered after March 1, 2017.

ARTICLE 2- CONDITIONS PRECEDENT TO THE PAYMENT OF ANY TAX INCREMENT SUBSIDY BY THE AGENCY TO THE DEVELOPER

2.1 **Conditions Precedent.** The following are express conditions precedent to Agency’s obligation to pay, and Developer’s eligibility to receive, any Tax Increment Subsidy for each year of the Tax Increment Subsidy Period as more fully described in Article 4:

(a) **Acquisition of the Site.** Developer must have acquired ownership of the Site, or applicable portion thereof.

(b) **Completion of the Improvements.** Developer shall have timely completed to the satisfaction of Agency and City the design, construction and installation of the improvements, or applicable portion thereof, required in Section 3.1 of this Agreement, all of which shall be completed in accordance with the terms of the MDA. Among other requirements in this Agreement, Developer shall be entitled to payment of the Tax Increment Subsidy only to reimburse Developer’s construction costs for Project Infrastructure improvements, and only to the extent that Developer actually completes construction of such Project Infrastructure improvements.

2.2 **Tax Increment Subsidy Period.** Subject to the satisfaction of the conditions precedent described in Section 2.1, and subject to Developer’s compliance with all its other obligations under this Agreement, Developer shall only be eligible for the Tax Increment Subsidy during the Tax Increment Subsidy Period.

ARTICLE 3–CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS; PAYMENT OF TAXES; PERMITS

3.1 Construction and Installation of Improvements.

(a) **Phase 1A.** Developer shall construct the following improvements to the Site as Phase 1A of the Project, consisting of: (i) not less than two buildings of Flex Business Space containing a total of approximately 105,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1A improvements. Phase 1A will begin construction no later than 2014 and will be completed by 31 December 2017.

(b) Phase 1B. Developer shall construct the following improvements as Phase 1B of the Project, consisting of (i) not more than 168 Residential Dwelling Units (plus or minus 8%, or 13 units, as set forth below) and the clubhouse, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1B improvements. Phase 1B shall begin construction no later than 2014, and shall be completed by December 31, 2018.

(c) Phase 1C. Developer shall construct the following improvements as Phase 1C of the Project, consisting of (i) Flex Business Space containing approximately 27,000 square feet, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1C improvements. Phase 1C shall begin construction as soon as justified by market conditions.

(d) Phase 1D. Developer shall construct the following improvements as Phase 1D of the Project, consisting of (i) a new school, community center or other similar civic/community use as set forth in 4.1D of the Clearfield Station Master Development Plan (“MDP”), and grounds occupying approximately five (5) acres, and (ii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 1D improvements. Phase 1D shall begin construction as soon as justified by market conditions.

(e) Phase 2. Developer shall construct the following improvements as Phase 2 of the Project, consisting of (i) not less than two Flex Business Space buildings containing a total of approximately 187,000 square feet (“Phase 2A”); (ii) three Residential Buildings containing a total of not more than 96 Residential Dwelling Units (plus or minus 8%, or 7 units, as set forth below) (“Phase 2B”), and (iii) those certain items of Project Infrastructure specifically designated on Exhibit “C” to the MDA as Phase 2 improvements. Phase 2 shall begin construction as soon as justified by market conditions.

(f) Remaining Project Improvements. Implementation, development and construction of improvements in connection with all subsequent Phases of the Project, including the timing thereof and the particular types and uses of such improvements, shall be based on market conditions and site constraints as determined by Developer. However, the Parties acknowledge and agree that buildout of all remaining Phases (3 through 9), if they are built, shall be in sequential order as set forth in Section 6.1 of the MDP, unless the Parties agree in writing to amend the MDP and modify the Phasing plan therein.

As set forth in the MDA, Developer shall have the right to increase or decrease the square footage and unit quantities set forth in the preceding paragraphs 3.1(a) through (f) by not more than eight (8) percent in accordance with final designs and drawings with respect to such improvements; however any such adjustment within a Phase or Subarea shall not increase the Total Approved Residential Units (550) for the Project.

3.2 Construction and Installation of the Improvements. Developer shall timely design the improvements required by Section 3.1 above to the standards and requirements set forth in the MDA and shall submit said designs to City for approval. Developer shall timely complete the construction and installation of such improvements by the times set forth in Section 3.1 above and in accordance with the other requirements of this Agreement. Developer shall design, construct and install all of such improvements without expense to Agency or City, except

as otherwise provided in the MDA, and except for reimbursement for Project Infrastructure as provided for in this Agreement through the payment of the Tax Increment Subsidy.

3.3 **Payment of Taxes and Assessments.**

(a) In order to qualify for any Tax Increment Subsidy, Developer shall pay or cause to be paid the ad valorem taxes for the Site based on the Assessed Taxable Value during the Tax Increment Subsidy Period. The Parties acknowledge and agree that during any period in which the Site, or any portion thereof, continues to be owned by the Utah Transit Authority, the Site or such portion is exempt from property taxes and shall have an Assessed Taxable Value of \$0. Subject to Developer's or a current owner's right to protest or appeal as provided below, for each Tax Increment Year during the Tax Increment Subsidy Period, all ad valorem taxes and assessments levied or imposed on the Site shall be paid annually by Developer or current owner on or before the due date.

(b) Developer may protest or appeal the amount of Assessed Taxable Value and taxes levied against the Site or portion thereof by the County Assessor, State Tax Commission or any entity legally authorized to determine the ad valorem assessment against the same in the same manner as any other taxpayer.

3.4 **Issuance of Permits.** Developer shall be solely responsible for obtaining all necessary permits and approvals to construct and install improvements on the Site and shall make application for such permits and approvals directly to the City and other appropriate agencies and departments. Developer shall pay all required impact fees, permit fees and other fees related to the construction of the Project, subject to the MDA.

ARTICLE 4 -- AGENCY OBLIGATIONS AND UNDERTAKINGS

4.1 **Tax Increment Subsidy.**

(a) In consideration of Developer's promises and performance hereunder (including the timely construction and installation of improvements pursuant to Section 3.1 above), and subject to the conditions, terms and limitations set forth in this Agreement, the Agency shall pay to Developer, as reimbursement of costs incurred by Developer for Project Infrastructure improvements ("Qualifying Costs"), the Tax Increment Subsidy as provided in this Section 4.1. Developer shall deliver written notice of Qualifying Costs, together with copies of receipts, invoices, statements or other appropriate documentation of such Qualifying Costs, to Agency as soon as reasonably possible following completion of construction of improvements on each Parcel. Until the earlier of (i) payment of the Maximum Subsidy, or (ii) expiration of the Tax Increment Subsidy Period, Agency shall pay Tax Increment Subsidy to Developer in the amount of 100% of the Available Tax Increment, subject to the following limitations: (i) in no event shall the amount of Tax Increment Subsidy paid to Developer exceed Developer's Qualifying Costs, and (ii) in no event shall the amount of Tax Increment Subsidy paid to Developer with respect to the Project Infrastructure improvements in any Phase exceed the limit amount for such Phase as set forth in Exhibit "C" attached hereto and incorporated herein.

Payments of any Tax Increment Subsidy due to Developer shall be paid on or before April 30th following each applicable Tax Increment Year. Agency anticipates receipt of such

funds in the spring of each year from the ad valorem taxes paid by property owners which are due and paid by the prior November 30th.

(b) Agency makes no representation to Developer or to any other person or entity to any effect that:

(1) Agency is absolutely entitled to or will actually receive the contemplated Available Tax Increment from the Site; or

(2) The portion of the anticipated Available Tax Increment monies to be received by Agency from the Site for the Tax Increment Subsidy Period will be adequate to pay Developer the Maximum Subsidy or any particular amount that Developer expects to receive. Instead, Agency has not computed, nor can it compute, the exact amount of anticipated Available Tax Increment monies which may be available from the Site for the Tax Increment Subsidy Period. Agency has relied upon Developer's representations that Developer will construct and install improvements on the Site which will create sufficient Available Tax Increment monies to fulfill the anticipated benefits to Developer contemplated by this Agreement.

4.2 **Tax Increment Monies Are Sole Source of Agency's Funding.** The only source of monies available to Agency to pay its obligations pursuant to this Agreement (including the Tax Increment Subsidy) is the Tax Increment monies actually received by Agency from the ad valorem taxes arising from the Site and the improvements to be constructed and installed by Developer on the Site.

4.3 **Contingencies of Tax Increment Payments; Assumption of Risks By Developer.**

(a) Developer understands and agrees that, based upon the Act, Agency anticipates being the recipient of certain Tax Increment monies from the Site which are expected to be paid to Agency by Davis County, the collector of ad valorem taxes, conditioned upon several factors, one of which is Developer's completion of improvements upon the Site having a sufficient amount of assessed valuation to generate the contemplated Tax Increment monies. The Parties anticipate that the construction or installation of such improvements will cause the assessed value of the Site to increase to a point which is greater than the assessed value of the Site as contained in the 2013 "base year" established at the time of the adoption of the Interlocal Agreements. Developer further understands that the Available Tax Increment monies can become available to the Agency only if and when the improvements to be constructed and installed on the Site are completed and have a current year assessed value which is greater than the "base year" assessed valuation of the Site.

(b) Developer further understands and agrees that:

(1) Agency is not a taxing entity under state law;

(2) The Agency has no power to levy a property tax on real or personal property located within the Site;

(3) Agency has no power to set a mill levy or rate of tax levy on real or personal property;

(4) The Available Tax Increment monies shall become available to Agency only if and when the improvements to be constructed and installed on the Site are completed and have sufficient Assessed Taxable Value;

(5) Agency is only entitled to receive Tax Increment funds from the Site for the period established by law pursuant to the provisions of the Act and in accordance with the Interlocal Agreements.

ARTICLE 5– REMEDIES

5.1 Notice. If Developer or Agency is believed to be in default for failing to perform its respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide written notice to the party that is believed to be in default.

5.2 Contents of the Notice of Default. The notice of default shall:

- (i) Claim of Default. Specify the claimed event of Default;
- (ii) Identification of Provisions. Identify with particularity the provision(s) of this Agreement that is claimed to be in Default;
- (iii) Specify Materiality. Identify why the default is claimed to be material; and
- (iv) Optional Proposed Cure. If elected by the party delivering the notice of default, in its discretion, the notice of default may propose a method and period of time for curing the default, which period of time shall be not more than sixty (60) days.

5.3 Meet and Confer. Upon the issuance of a notice of default the Parties shall engage in a “Meet and Confer” process, which means that the Parties and/or their representatives shall meet together in person (or by telephone if meeting in person is not reasonably possible in a timely manner) to discuss the claimed default and shall attempt, in good faith, to reach a mutually acceptable resolution.

5.4 Remedies. If the Parties are not able to resolve the default through the “Meet and Confer” process then the parties may pursue the following remedies:

- (i) Legal Remedies. Any and all remedies that are available at law or in equity.
- (ii) Withholding Tax Increment Subsidy Payments. The right to withhold those certain Tax Increment Subsidy payments, in the case of a default by Developer, which would provide reimbursement for those certain improvements with respect to which Developer is in default, until the default has been cured.

5.5 Public Meeting. Before any remedy in Section 5.4 may be imposed by the Agency the Developer shall be afforded the right to attend a public meeting (upon not less than ten days prior notice) before the Agency’s Board and address the Board regarding the claimed default.

5.6 Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period shall be extended by the non-defaulting party so long as the defaulting party is pursuing a cure with reasonable diligence.

5.7 Cumulative Rights/Non-Waiver. The rights and remedies set forth herein shall be cumulative. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

5.8 **Force Majeure.** If a Party is prevented from complying with a duty hereunder due to causes occurring beyond its control and without its fault or negligence, including acts of God, acts of the public enemy or terrorists, wrongful acts of the other Party, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, wars, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; inability to obtain reasonable financing in the event of significant changes in the credit markets, acts of nature, governmental restrictions, regulations or controls, judicial orders, civil commotions, and unusually severe weather or delays of subcontractors due to such causes, or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, then the time for that Party to fulfill such duty shall be correspondingly extended; provided, however, that in order to obtain the benefit of this Section, the Party seeking such “force majeure” extension shall, within thirty (30) calendar days after becoming aware of any such delay, shall have notified the other Party in writing stating the cause(s) for the delay and the probable duration of the delay.

ARTICLE 6 – MISCELLANEOUS PROVISIONS

6.1 **Notices.** All notices provided for in this Agreement shall be in writing and shall be either personally delivered or given by first class mail, certified or registered, postage prepaid, addressed to the Parties at their respective addresses set forth below or at such other address(es) as may be designated by a Party from time to time in writing. Notices shall be deemed received upon such hand delivery or on the third business day after such mailing.

To Developer:

Clearfield Station, LLC
Attn: Mike Christensen
748 West Heritage Park Blvd., Ste. 203
Layton, UT 84041

With a copy to:

Dean Smith, Attorney
c/o The Thackeray Garn Company, LLC
1165 E. Wilmington Ave., Ste. 275
Salt Lake City, UT 84106

To the Agency:

Clearfield Community Development and Renewal Agency

Attn: JJ Allen, Assistant City Manager
55 S. State St.
Clearfield, UT 84015

With a copy to:

Clearfield City Recorder
Attn: Nancy Dean
55 S. State St.
Clearfield, UT 84015

Clearfield City Attorney
Attn: Brian E. Brower
55 S. State St., Suite 332
Clearfield, UT 84015

6.2 **Recitals.** The Recitals to this Agreement are incorporated herein and made a part of this Agreement.

6.3 **Headings.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

6.4 **Successors and Assigns.** This Agreement shall be binding upon Developer and its successors and assigns. Where the term “Developer” is used in this Agreement, it shall mean and include the successors and assigns of the original Developer hereunder.

6.5 **Attorneys Fees.** In the event of a default hereunder, the defaulting Party shall pay all attorneys’ fees and costs reasonably incurred by the other Party in enforcing this Agreement, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

6.6 **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any litigation arising from this agreement shall occur in the Second District Court of Davis County, Utah. This Agreement is the result of collaborative drafting by the parties to it, all of whom are sophisticated in business affairs and were represented by their own legal counsel. Consequently, this Agreement shall be interpreted in an absolutely neutral manner, with no regard to whether any party was the “drafter” of this Agreement.

6.7 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

6.8 **Time.** Time is of the essence to this Agreement.

6.9 **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

6.10 **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

6.11 **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the Parties.

[Signature pages follow.]

IN WITNESS WHEREOF, this Agreement is entered into effective as of the date set forth above.

**CLEARFIELD COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

By _____
_____, Chairman

ATTEST:

_____, Secretary

Approved as to form:

_____, Agency Counsel

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____ 2014, personally appeared before me _____ and _____, who duly acknowledged to me that they signed the foregoing agreement as the Chairman and the Secretary, respectively, of the **Clearfield Community Development and Renewal Agency**.

My Commission Expires:

Notary Public
Residing at:

EXHIBIT "A"

Interlocal Agreements

EXHIBIT “B”

Legal Description of Site

EXHIBIT “C”

Phase Limit Amounts