

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
November 12, 2013 – REGULAR 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.

**6:30 P.M. WORK SESSION**

Discussion on the Youth City Council  
Review of the Draft Configuration of the City's New Website

**7:00 P.M. REGULAR SESSION**

CALL TO ORDER:

Mayor Wood

OPENING CEREMONY:

Councilmember Bush

APPROVAL OF THE MINUTES:

October 8, 2013 – Work Session

October 8, 2013 – Regular Session

October 16, 2013 – Joint Work Session

October 22, 2013 – Regular Session

***PRESENTATIONS:***

1. **RECOGNITION OF CLEARFIELD'S YOUTH FOOTBALL TEAM**

**BACKGROUND:** Clearfield City's Bantam Football Team consisting of thirteen to fifteen year olds had a successful season and advanced to the Wasatch Front Football League (WFFL) Mini-Bowl game at Weber State University on October 26, 2013. Mayor Wood desires to recognize the players and coaches for their achievement.

2. **PRESENTATIONS TO CJ PARKINSON FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT**

**BACKGROUND:** CJ Parkinson has completed the requirements to receive the rank of Eagle Scout. Mayor Wood and the City Council desire to recognize CJ and acknowledge his achievement.

***PUBLIC HEARING:***

3. PUBLIC HEARING ON RZN 1304-0007, A REQUEST BY MICHAEL CHRISTENSEN, ON BEHALF OF THE THACKERAY GARN COMPANY, FOR A REZONING FROM C-2 (COMMERCIAL) AND M-1 (MANUFACTURING) TO MU (MIXED USE)

BACKGROUND: UTA (Utah Transit Authority) currently owns the 72 acres located at approximately 1250 South State Street and has hired Thackeray Garn to develop it. The rezone is one of the steps required for the development process. The Public Hearing was continued from the October 8, 2013 City Council meeting.

RECOMMENDATION: Continue until November 26, 2013.

***SCHEDULED ITEMS:***

4. CITIZEN COMMENTS
5. CONSIDER APPROVAL OF THE AWARD OF BID TO PETERSEN BROTHERS DRILLING FOR THE WOODS CROSS CANNERY WELL CLOSURE PROJECT

BACKGROUND: Bids were received from three construction companies to complete the necessary work to close the Woods Cross Well located at 245 Depot Street. The work would consist of removing the pump motor, sealing the well shaft and removing the well building, and filing the necessary documentation with the State for closure of the well. The lowest responsible bid was received from Petersen Brothers Drilling with the bid of \$27,700.00.

RECOMMENDATION: Approve the award of bid to Petersen Brothers Drilling to close the Woods Cross Well for the bid amount of \$27,700.00 and approve funding for the bid amount of \$27,700.00 with contingency and engineering costs of \$10,200.00 for a total project cost of \$37,900.00; and authorize the Mayor's signature to any necessary documents.

6. CANVASS THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD ON NOVEMBER 5, 2013

BACKGROUND: State Law requires the governing body verify the results of the General Election, which was held on Tuesday, November 5, 2013.

RECOMMENDATION: Verify the official General Election results.

***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 OCTOBER 22, 2013 REGULAR SESSION

***SCHEDULED ITEM:***

2. CONSIDER APPROVAL OF RESOLUTION 2013R-06 AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND DAVIS COUNTY RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

**BACKGROUND:** The Clearfield Community Development and Renewal Agency (CDRA) desires to enter into this agreement to receive a portion of property tax increment generated within the Clearfield Station Community Development Area back from the County. The funds will be used to pay for public infrastructure, land assembly and other uses that may benefit the Project Area.

**RECOMMENDATION:** Approve Resolution 2013R-06 authorizing an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and the County and authorize the Chair's signature to any necessary documents.

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

Dated this 7<sup>th</sup> day of November, 2013.

/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  
October 8, 2013

PRESIDING:	Don Wood	Mayor
PRESENT:	Kathryn Murray Mark Shepherd Bruce Young	Councilmember Councilmember Councilmember
EXCUSED:	Kent Bush Mike LeBaron	Councilmember Councilmember
STAFF PRESENT:	Adam Lenhard JJ Allen Brian Brower Greg Krusi Rich Knapp Scott Hodge Curtis Dickson Scott Hess Nancy Dean Kim Read	City Manager Assistant City Manager City Attorney Police Chief Administrative Services Director Public Works Director Community Services Deputy Dir Development Services Director City Recorder Deputy City Recorder
EXCUSED:	Eric Howes	Community Services Director

VISITORS: Brett Birkeland – LNR Partners, LLC, Mark Alexander – Jones Lang LaSalle, Ron Jones – Planning Commission, Beverly Bradley – Standard Examiner

Mayor Wood called the meeting to order at 6:08 p.m.

DISCUSSION ON THE CDBG FUNDING ALLOCATION

Scott Hess, Development Services Manager, directed the Council to the handout reflecting the CDBG (Community Development Block Grant) amendments and reviewed them with the Council. He explained the funds for re-allocation were due to lack of spending by some applicants and the administrative costs were less than what had been appropriated. He informed the Council that it was staff's recommendation to re-allocate the funds, approximately \$35,000, toward the 450 West Infrastructure Improvement Project.

Scott Hodge, Public Works Director, explained 450 West was located in the Melanie Acres Subdivision and stated the infrastructure project would include water, sewer and storm drain piping as well as curb, gutter and sidewalk and new asphalt pavement. He believed the cost of the project would be approximately \$300,000 - \$400,000. Mr. Hess pointed out CDBG funds were already programmed toward the project. He stated this would come before the Council for approval during a future policy session.

DISCUSSION ON DEVELOPMENT OF CITY PROPERTY ADJACENT TO PINNACLE APARTMENTS AND SUNDOWNER CONDOMINIUMS NEAR THE HILLSIDE SUBDIVISION

Mayor Wood requested those in attendance introduce themselves. Adam Lenhard, City Manager, reminded the Council the Northrup Grumman building, located at approximately 88 South 2000 East, had been vacant for some time and reported interest had been expressed by potential tenants. He stated the City would like to see the building occupied and announced a number of potential tenants had been negotiating with Brett Birkeland, LNR Partners, the owner of the building and Mark Alexander, Jones Lang LaSalle, property broker, for leasing the building. He disclosed one of the issues brought to light during the negotiation process was the lack of parking and reported the parking lot currently had 600 spaces. He mentioned the tenants had requested additional parking and pointed out the difficulty in expanding the parking lot.

Mr. Lenhard mentioned the City currently owned some property to the south of the building and reported it had come to the City approximately 16 years ago as part of the Pinnacle Apartment development in addition to property acquired by the City as part of the Hillside subdivision plat. He believed a portion of the property had been obligated for a future City park which had been identified in the Park Capital Facility Plan. He suggested the recreation obligation remain in the minds of the Council as it discussed and brainstormed ideas on how the City could facilitate additional parking. He reported one option could be a donation of land or a financial incentive and stressed both of those options would require formalities on behalf of the Council and reviewed them with the Council:

- A Finding of Significance placed on the value associated with any property donation
- Public Hearing allowing public comment if the property is valued over \$75,000
- Cost Benefit Analysis known as a 10-8-2 Study mandated by State Statute which would identify the reasons for the City's contribution

Councilmember Murray inquired if the City would have to locate additional park property to be identified as future park property development if the City donated the park space for parking. Mr. Lenhard believed the City would only need to recognize some recreational/park facility should be located there. He commented the area was identified in the Parks Master Plan as a 3.26 acre park and indicated impact fees were being collected for future park construction. He believed if the size of the park was reduced it would need to be reflected in that Plan.

A visual presentation was shared illustrating the specific locations for vacant parcels of property surrounding the Northrup Grumman building. Mr. Lenhard suggested a smaller portion of the 3.26 acres could still be developed as a future City park and emphasized the City recognized its obligation in developing a park. Mayor Wood pointed out the additional requested parking would nearly double the parking at the facility.

Brett Birkeland, LNR Partners, explained the history associated with the Northrup Grumman building. He stated it would be very expensive to remodel the building for multiple tenants and shared estimated costs of approximately 2.2 million dollars. He explained the interested tenant needed eight per thousand parking ratio, which would be an additional 375 parking stalls. He

shared the potential benefit to the City that the tenant would be employing approximately 1000 people. He expressed a desire to work with the City.

Mayor Wood inquired if the proposed costs included the additional parking. Mr. Birkeland responded those costs did not include additional parking spaces, he continued a civil engineer would need to assess and determine those costs. He reported there were no interested tenants with the current five per thousand parking ratio. He continued both large tenants were requesting the eight per thousand parking ratio. A discussion took place relative to market costs and value associated with the property. Mr. Lenhard requested the Council's thoughts on using City property for the additional parking spaces.

Councilmember Young expressed his opinion the City was obligated to provide a City park even if the entire parcel wasn't used for that purpose. He stated he was in favor of promoting economic development and bringing in quality jobs to the City; however, the City's investment should be equivalent to the benefit.

Councilmember Murray clarified it was Mr. Birkeland's opinion the building would remain vacant without the additional parking spaces. She inquired what taxes could be recognized by the City if the proposed tenant was a call center. Mr. Lenhard responded there would be no direct benefit to the jobs themselves other than taxes on usage such as franchise taxes or utilities. He believed those would be similar to what was collected when Northrop Grumman occupied the space. He suggested the Council consider the negative impact the vacant building had on the City. Mr. Birkeland commented once the building was occupied, the demand for other office space within the City would increase.

Mayor Wood pointed out the location of property identified on the illustration known as the "Old School property" which was also identified as park space and suggested even though it consisted of wetlands a boardwalk could be installed and other amenities which would meet the "park" component. Mr. Lenhard pointed out the location of the Canal Trail and how a potential foot bridge could be implemented and the southern portion of the property could be developed as the "park" amenity. He continued the City's General Plan also reflected a public street connecting to the private drive and believed it would allow for potential access if some of the property was used for parking. A visual presentation was used to illustrate the above scenarios.

Councilmember Murray inquired how many acres would be needed for the requested additional parking. Mr. Lenhard responded the two designated "park" parcels contained 5.25 acres in total and believed 4.5 acres would be needed for 600 additional spaces. He also pointed out the challenges associated with the hillside slope in order to use the acreage for parking. A discussion took place specific to what Mr. Birkeland needed from the City and the restrictions he had with the property. He didn't believe he was allowed to make the parking lot improvements. Mr. Lenhard commented the City didn't have the wherewithal to complete the needed parking lot improvements.

Mr. Lenhard suggested Mr. Birkeland speak to the nature of the leases which were currently being negotiated. Mr. Birkeland stated negotiations were with two separate companies for long

term leases (10 years). He continued both were non Hill Air Force Base related industries. A discussion took place specific to Mr. Birkeland's schedule.

#### DISCUSSION ON THE CLEARFIELD STATION MASTER DEVELOPMENT PLAN

JJ Allen, Assistant City Manager, explained a Public Hearing for the rezone associated with the Clearfield Station Master Development Plan was on the agenda. He reported the Planning Commission had not yet acted on the rezone application; therefore, there was no way the City Council could act on it during the meeting. He suggested opening the public hearing and receive any comments, then continuing the public hearing until the November 12, 2013 City Council meeting.

He announced a joint City Council/Planning Commission work session was scheduled for Wednesday, October 16, 2013, at 6:00 pm in the Multi-purpose room to allow both bodies to ask any and all questions and express concern specific to the Master Development Plan. He suggested each member become familiar with the Plan and be prepared for the October 16 meeting.

**Councilmember Shepherd moved to adjourn the work session and reconvene in a regular session at 6:56 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd, and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

The City Council work session reconvened at 8:19 p.m.

#### DISCUSSION OF THE BUXTON RETAIL LEAKAGE ANALYSIS

Mayor Wood reminded the City Council the City had engaged a national firm to complete analysis on retail leakage within the City.

JJ Allen, Assistant City Manager, announced the project had been completed and reminded the Council of the previous discussions related to the leakage analysis. He mentioned the study would reflect which retailers would best benefit Clearfield City. He shared a visual presentation which would support the analysis completed by Buxton Company. He explained in addition to the study, the City would now have access to a program known as "Scout" which displayed illustrations identifying focus areas for development and shared an example how it would be used by City staff.

Councilmember Murray inquired why Scout identified a need for retail in the City, yet the studies completed by the developer and UTA reflected retail wouldn't compliment the Rail Stop. Adam Lenhard, City Manager, responded that specific area would lack an "Anchor" component, essential to large development.

Mr. Allen stated staff had identified 20 businesses and indicated Buxton would be notifying the selected businesses announcing Clearfield City would be contacting them in the near future and

shared an example. A discussion took place on whether the study would be used to market downtown and Clearfield Station as well as Legend Hills.

Mayor Wood expressed concern if the City had enough staff to effectively use the “Scout” tool and if the 12 month window were too short of a time frame for its effectiveness. Mr. Lenhard agreed staff was extremely lean but believed the tool would be effective for economic development. He indicated the City would continue to subscribe with Buxton in order to have access to the information on a continual basis.

Mayor Wood asked if representatives from Legend Hills were on board with the City’s efforts. Mr. Allen reported they were appreciative of the City’s efforts. A discussion took place on how staff should proceed specific to contracting for additional Economic Development efforts.

The meeting adjourned at 8:50 p.m.

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CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. REGULAR SESSION  
October 8, 2013

PRESIDING:	Don Wood	Mayor
PRESENT:	Kathryn Murray Mark Shepherd Bruce Young	Councilmember Councilmember Councilmember
EXCUSED:	Kent Bush Mike LeBaron	Councilmember Councilmember
STAFF PRESENT:	Adam Lenhard JJ Allen Brian Brower Greg Krusi Scott Hodge Curtis Dickson Scott Hess Nancy Dean Kim Read	City Manager Assistant City Manager City Attorney Police Chief Public Works Director Community Services Deputy Dir. Development Services Director City Recorder Deputy City Recorder

VISITORS: Anthony Vasquez, Tyler Byington – Boy Scout Troop 572, Hunter Stegen – Boy Scout Troop 572, Lucas Walters – Boy Scout Troop 572, Wendy Byington – Boy Scout Troop 572, Dennis Byington – Boy Scout Troop 572, Mathew Dybas – Boy Scout Troop 312, Samuel Emerson – Boy Scout Troop 312, Jay Baird – Boy Scout Troop 312, Braden Thornock – Boy Scout Troop 312, Elijah Emerson – Boy Scout Troop 312, Ramos Derek – Boy Scout Troop 312, Rich Baker – Boy Scout Troop 312, Koral Vasquez, Blair Wall, Con L. Wilcox – Wilcox Farms, Jeri Wilcox – Wilcox Farms, Howard Kirkpatrick, Franklin Pforts, Samuel Pforts, Terri Park, Bill Park

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

Councilmember Shepherd conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE SEPTEMBER 10, 2013 WORK SESSION AND THE SEPTEMBER 24, 2013 REGULAR SESSION

**Councilmember Young moved to approve the minutes from the September 10, 2013 work session and the September 24, 2013 regular session as written, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

### PRESENTATION TO TYLER BYINGTON FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT

Tyler Byington completed the requirements to receive the rank of Eagle Scout. Mayor Wood and the City Council desired to recognize Tyler and acknowledge his achievement.

Councilmember Young invited Tyler and his parents to come forward and he presented Tyler with a certificate acknowledging his achievement.

### PRESENTATION OF THE YARD OF THE YEAR AWARD

Each year, Clearfield City sponsors a Yard of the Week contest throughout the City. The Parks and Recreation Commission members visited eleven different zones in the City during the summer and submitted a weekly winner. At the end of the summer, the Commission members judged the weekly winners and selected a winner for Yard of the Year. This year's Yard of the Year winner was William Park. The runners-up were Howard & Karen Kirkpatrick and Rodger and Edith Hanson.

Councilmember Shepherd read a congratulations letter from Councilmember Bush, liaison to the Parks & Recreation Commission, to the audience. Councilmember Shepherd presented certificates and gift cards to Yard of the Year winner William Park and runner-up Howard and Karen Kirkpatrick. He expressed appreciation for their efforts in improving the "look" of Clearfield City

### PUBLIC HEARING ON GPA 1308-0004, A REQUEST BY CLEARFIELD CITY TO AMEND ITS GENERAL PLAN TO INCLUDE REFERENCES TO THE MIXED USE (MU) ZONE

Scott Hess, Development Services Manager, explained in January 2013, the Clearfield City Council approved Ordinance 2013-01, which created the Mixed Use (MU) Zone. However, before the new MU Zone could be utilized, as a matter of housekeeping, it should be incorporated into the General Plan. He reviewed the proposed changes with the Council and stated the Planning Commission recommended approval of the General Plan Amendments during its meeting on September 4, 2013.

Councilmember Shepherd clarified this would allow multi-family housing only within the MU zone. Mr. Hess responded yes. He continued the City had created the new MU zone but it was not currently reflected in the General Plan; however, the Planning Commission referred to the City's General Plan when making its recommendations for zoning to the City Council. He stated this would allow the General Plan to acknowledge what the ordinance allowed.

Councilmember Shepherd inquired if the Council didn't approve the amendment to the General Plan, could multi-family housing be allowed in the MU zone. Mr. Hess responded it could be allowed. He continued to explain that any recommendation that would be made with a development site plan for the MU zone would be recommended that it didn't meet the General Plan. He clarified the General Plan amendment would provide an opportunity within the General

Plan to approve projects within the MU zone. He emphasized this provided consistency with the land use ordinances and the General Plan.

Councilmember Shepherd expressed concern the amendment would allow multi-family housing in a specific project yet nowhere else within the City. Councilmember Murray expressed disagreement and believed multi-family housing was also allowed in the R-3-R, (multi-family redevelopment) the CR, (Commercial with Residential) and the DR (Downtown Redevelopment) zones. Councilmember Shepherd expressed his opinion the General Plan specified otherwise. Scott Hess, Development Services Manager, commented the General Plan allowed for a wide variety of housing and suggested the proposed change was inherent to proposed housing for the Clearfield Station project.

Councilmember Shepherd stated there was only one area of the City which could meet the 40 acre parcel requirement and expressed concern multi-family housing would only be allowed with that specific project. Brian Brower, City Attorney, clarified the current General Plan did allow multi-family housing in those zones identified by Councilmember Murray, and the proposed amendment would add another allowable zone. He continued the General Plan currently created an exception for the R-3-R, redevelopment of existing, CR, commercial and residential, and the MU which was similar to the CR and the DR. He didn't believe the amendment would create any more of a conflict.

Adam Lenhard, City Manager, reminded the Council that the UTA project was originally intended to be developed with standards of the CR zone and once the City realized how complex the development would be it was then determined to create a new zone specific to that development. He believed if the MU zone existed at the time the General Plan was last amended, it was his opinion it would have been included with the previous zones, which allowed for multi-family dwellings. He pointed out since the CR zone had been included in the last General Plan amendment and given that the UTA project was intended to be developed with the CR zone standards, he believed this amendment was consistent with the original idea for the TOD development.

Councilmember Shepherd expressed disagreement. He believed if the MU zone was available, which allowed the higher density housing, the General Plan would not have been amended. Mr. Lenhard clarified the CR zone did allow for higher density housing. Councilmember Shepherd expressed concern the General Plan was being amended while not addressing other proposed multi-family housing locations within the City. Mr. Lenhard responded the draft represented the direction which was given to staff based upon a recommendation from the Planning Commission and from a previous work session.

Councilmember Young expressed his opinion the MU zone was more restrictive than the CR zone because it allowed the City to place further restrictions on the development. He continued since the CR had already been approved with the higher density component he didn't believe it should be an issue with placing a higher restrictive zone in a mixed use development.

Councilmember Shepherd emphasized his concern was the City was amending the General Plan and was not addressing a known conflict or issue with multi-family housing general to the City as a whole.

Mayor Wood declared the public hearing open at 7:28 p.m.

Mayor Wood asked for public comments.

Con Wilcox, resident and owner of Wilcox Farms Development, expressed appreciation for the opportunity to address the Council. He stated it was his understanding the Planning Commission and City Council would be addressing the statement in the General Plan regarding multi-family dwellings as it would apply to all zones not just the MU (Mixed Use) zone. He indicated he had been involved in meetings held in June, July and August during which discussions took place relative to the issue. He stated based on those discussions a decision was made to delay the Wilcox Farms project with the understanding that clarification to the General Plan would be forthcoming. He mentioned the meeting's agenda had no mention of clearing up the statement in the General Plan except to specifically address the use of the MU zone.

Mr. Wilcox reported some facts relative to Wilcox Farms Development:

- 25 businesses locating to Clearfield City since 1998
- 15 years of continuing marketing for commercial development
- The triangular shape of the parcel of property is a challenge due to the power corridor to the east
- The parcel is also surrounded by commercial development on Antelope Drive and 1000 West

Mr. Wilcox pointed out the General Plan was changed for the property in 2010 from commercial to residential with full support of the Council. He continued the plans presented to the Council at that time was for a townhome designed community which consisted of 1700 square foot homes with three bedrooms and a two car garage, family owned properties. He emphasized the current proposal was for the very same development and they would not be apartments. He stated he had met on numerous occasions with staff regarding the design of the project and reported on some of the suggestions made by staff.

Mr. Wilcox requested the City follow through with the directions and recommendations made to Wilcox Farms Development since 2010.

**Councilmember Shepherd moved to close the public hearing at 7:32 p.m. seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None. Councilmembers Bush and LeBaron were not present for the vote.**

PUBLIC HEARING ON FSP 1307-0004, A REQUEST BY MARK THAYNE, ON BEHALF OF EVERGREEN HOLDING, LLC, FOR A FINAL SUBDIVISION PLAT TO SUBDIVIDE A COMBINED ACREAGE OF 6.91 ACRES INTO TWO PHASES WITH A TOTAL OF 27 LOTS WHICH WILL BE KNOWN AS THE JON'S PARK SUBDIVISION PHASE 1 AND PHASE 2

The request was to subdivide a combined acreage of 6.91 acres into two phases with a total of 27 lots which would be known as the Jon's Park Subdivision Phase 1 and Phase 2. The site was located in the vicinity of 125 North and 150 North Pacific Avenue and was currently zoned R-1-Open (Residential). The public hearing was opened and continued from the meeting on September 10, 2013.

JJ Allen, Assistant City Manager, shared a visual presentation identifying the two phases of Jon's Park Subdivision and stated the subdivision was located at approximately 125-150 North and Pacific Street. He explained Jon's Park had been approved in 2010 and indicated at that time the developer had chosen to not move forward, however, he pointed a development agreement had been approved and executed and stated it was still in place even though the plat approval from that time had expired. He continued that due to that expiration the developer was required to reapply in order to pursue the project.

Mr. Allen reported the developer had reapplied for the Subdivision Plat which came before the Planning Commission last month and stated it had been recommended for approval. He indicated during the process of reconsidering the plat, some items had been identified which needed to be addressed in the development agreement. He reported the Council would be considering an addendum to the development agreement later in the meeting. He briefly reviewed the items:

- Road improvements on Pacific Street
- The enabling of those improvements to be escrowed

Mr. Allen informed the Council of the conditions associated with the approval of the subdivision included the following:

- Ensuring the Plat was in concurrence with the city engineer's satisfaction in meeting the City's standards
- Water detention requirement which counted toward the open space requirements for the subdivision. He shared specifics regarding the storm water detention basins and the need for the designation of an HOA or Assessment Area to maintain the subdivision's open spaces. He stated that particular issue had not yet been determined and indicated the developer would be in favor of whichever option was in his financial best interest. He suggested staff would be suggesting revised language be included in the motion which reflected the option of designating an Assessment Area for condition #4 and requested the motion would also include verbiage specific to that in the plat approval.

Mayor Wood declared the public hearing open at 7:37 p.m.

Mayor Wood asked for public comments.

There were no public comments.

**Councilmember Young moved to close the public hearing at 7:38 p.m., seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Murray and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

PUBLIC HEARING ON RZN 1304-0007, A REQUEST BY MICHAELCHRISTENSEN, ON BEHALF OF THE THACKERAY GARN COMPANY, FOR A REZONING FROM C-2 (COMMERCIAL) AND M-1 (MANUFACTURING) TO MU (MIXED USE)

JJ Allen, Assistant City Manager, explained UTA (Utah Transit Authority) currently owned the 72 acres located at approximately 1250 South State Street and had hired Thackeray Garn to develop it. The rezone was one of the steps required for the development process. He explained the Planning Commission had not been able to act on the rezone application and stated the developer had requested the public hearing be continued until Tuesday, November 12, 2013.

Mayor Wood declared the public hearing open at 7:40 p.m.

Mayor Wood asked for public comments.

Koral Vasquez, resident, expressed her approval of the rezone; however, she expressed concern about the inclusion of Depot Street in the development associated with Clearfield Station. She stated she owned property adjacent to the UTA property and expressed her excitement for the development. She expressed her concern with the extension of Depot Street connecting to the development and explained she had recently built a large outbuilding on her property. She expressed concern the road extension would take a significant portion of her property which would negatively affect her intentions for her property and encouraged the Council to consider other options. She emphasized she was in favor of the rezone and that her comments were specific to how the Depot Street extension would negatively impact her property.

Mayor Wood commented the City had a Streets Master Plan which identified development of future streets which reflected the Depot Street extension in order to accommodate the Transit Oriented Development. He encouraged Ms. Vasquez to continue participating in future meetings of the Planning Commission specific to Clearfield Station in order to determine if other options for the road extension could be accommodated. He believed Ms. Vasquez's concerns would be better addressed during the Site Plan approval process. He made note of Ms. Vasquez's concerns.

**Councilmember Shepherd moved to continue the public hearing until the City Council Meeting scheduled for November 12, 2013, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF ORDINANCE 2013-11 AUTHORIZING MINOR MODIFICATIONS TO THE CITY'S GENERAL PLAN TO INCLUDE THE NEWLY ENACTED MIXED USE (MU) ZONE ALONG WITH OTHER MINIMAL ASSOCIATED CHANGES

Councilmember Shepherd commented he was not in objection to the General Plan modifications but stated he was concerned about the implication of the changes and suggested the multi-family housing issue would need to be considered in the future. Mayor Wood suggested the Council proceed carefully because of the City's previous action in down zoning some properties.

**Councilmember Murray moved to approve Ordinance 2013-11 authorizing minor modifications to the City's General Plan to include the newly enacted Mixed Use (MU) Zone along with other minimal associated changes and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

APPROVAL OF FSP 1307-0004, A REQUEST BY MARK THAYNE, ON BEHALF OF EVERGREEN HOLDING, LLC, FOR A FINAL SUBDIVISION PLAT FOR JON'S PARK SUBDIVISION PHASE 1 AND PHASE 2

Brian Brower, City Attorney, clarified the designation of the HOA had been identified in the development agreement but pointed out JJ Allen, Assistant City Manager, had commented during the earlier public hearing the designation of an Assessment Area was being considered by the developer. He suggested the inclusion of language specific to the designation of either an HOA or Assessment Area for the common spaces be included in the motion if the Council so desired. He mentioned this would allow the flexibility on the developer's part.

Councilmember Murray requested clarification specific to street improvements in the development. Scott Hodge, Public Works Director, explained the adjustment for the "crown" in the road was specific to Pacific Street and would meet City standards. He added funds designated for the escrow account would be used by the City at a later date to complete the street improvements. He stated the cul-de-sacs would be "Slurry" sealed and mentioned the existing road would need to be cut in order to pipe for storm drainage which would then be "Chip" sealed. He emphasized Pacific Street would remain as it was until the City completed the desired improvements.

**Councilmember Young moved to approve FSP 1307-0004, a request by Mark Thayne, on behalf of Evergreen Holding, LLC, for a final subdivision plat for Jon's Park Subdivision Phase 1 and Phase 2, with the option of establishing an HOA or Assessment Area to maintain open spaces, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

## APPROVAL OF THE ADDENDUM TO THE DEVELOPMENT AGREEMENT FOR JON'S PARK SUBDIVISION

On April 22, 2013, the City Council approved the final plat for Jon's Park, and the corresponding Development Agreement was executed on June 29, 2010. However, the final plat was never recorded and no construction ever took place, resulting in the expiration of that plat approval. The Planning Commission approved the plat, with conditions, during its meeting on September 4, 2013. In the course of reviewing the resubmitted plat application, it became apparent the existing Development Agreement would need to be amended.

JJ Allen, Assistant City Manager, explained there was a Development Agreement in existence for Jon's Park Subdivision since 2010 which the City believed was still valid, however; there were a few points which needed to be clarified as the City moved forward in approving a Final Plat.

- The new Final Plat from 2013 would replace and supersede the Plat from 2010
- Section E in the addendum addressed the point of creating either an Assessment Area or HOA
- Section C in the addendum spoke to the Escrow of the Pacific Street improvements. He mentioned the previous agreement identified financial participation of \$5,000 on behalf of the City toward the storm drainage improvements and explained that was why the language of "less than \$5,000" to the total escrow amount for asphalt, storm drainage, curb and gutter, etc. He mentioned the improvements would not only exist from where the development fronted Pacific Street but would also extend down the cul-de-sac to the south on the north side of the Center Street bridge.
- Section D identified what had been stricken from the Agreement which had been included in Section C relative to the Escrow Funds.
- Section E spoke to the Councilmember Murray's question regarding Slurry and Chip seal. He referred to Mr. Hodge's earlier comments in which the development would take sanitary and storm sewer south connecting at 300 West. He explained this would require the asphalt to be cut and patched and stated it was the City's preference for a chip seal repair.

Mr. Allen informed the Council the developer's signature was already on the Addendum.

Brian Brower, City Attorney, stated no additional language would be necessary in the motion as optional language was already included in the Addendum.

**Councilmember Shepherd moved to approve the Addendum to the Development Agreement for Jon's Park Subdivision and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

APPROVAL OF ORDINANCE 2013-08 AMENDING TITLE 1, CHAPTER 7 OF THE CLEARFIELD CITY CODE BY ADDING SECTION 10, ESTABLISHING A MUNICIPAL ETHICS COMMISSION

Brian Brower, City Attorney, stated recent Legislation established an Ethics Commission to review and address complaints regarding activities of certain elected and appointed officials. He explained the City was approached by Layton City requesting participation in an Ethics Commission and the City determined this would be in its best interest as opposed to participation in the State's Commission. He reminded the Council that the issue had been previously discussed in a work session and staff was directed to proceed with the agreement with Layton, Roy and Bountiful cities.

**Councilmember Young moved to approve Ordinance 2013-08 amending Title 1, Chapter 7 of the Clearfield City Code by adding Section 10, establishing a Municipal Ethics Commission and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

APPROVAL OF RESOLUTION 2013-17 AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CREATION OF AN ETHICS COMMISSION AS PROVIDED FOR BY STATE LAW

The Interlocal Agreement would allow the City to participate with Bountiful, Layton and Roy cities in creating an Ethics Commission as provided for by State Law to review any complaints regarding the actions of a local entity's elected officials and any executive officer.

**Councilmember Murray moved to approve Resolution 2013-17 authorizing an Interlocal Agreement with the creation of an Ethics Commission as provided for by State law and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

COMMUNICATION ITEMS

*Mayor Wood* – nothing to report.

*Councilmember Murray* – nothing to report.

*Councilmember Shepherd* –nothing to report.

*Councilmember Young* – encouraged the youth in attendance to consider participating with the Youth City Council (YCC). He announced the YCC was currently in a recruitment process and mentioned meetings were held the first and third Thursday of every month at 7:00 pm at City Hall.

*Adam Lenhard, City Manager* – nothing to report.

## STAFFS' REPORTS

### *Nancy Dean, City Recorder*

1. Announced Early Voting would begin Tuesday, October 22, 2013 at City Hall. She stated the early voting schedule was available on the City's website.
2. Reminded the Council Election Day was Tuesday, November 5, 2013 and stated residents could vote at Antelope Elementary, Holt Elementary or City Hall.
3. Informed the Council that Clearfield High Student Government would be sponsoring Meet the Candidates on Tuesday, October 15, 2013, 7:00 pm at Clearfield High School Media Center.
4. Announced the City Council meeting schedule: policy session on Tuesday, October 22, 2013 at 7:00 pm and a work session on Tuesday, October 29, 2013 beginning at 6:00 pm.

**Councilmember Shepherd moved to adjourn the regular session and reconvene in a work session at 8:04 p.m., seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Murray, Shepherd and Young. Voting NO – None.** Councilmembers Bush and LeBaron were not present for the vote.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. REGULAR SESSION  
October 22, 2013

PRESIDING:	Don Wood	Mayor
PRESENT:	Kent Bush	Councilmember
	Mike LeBaron	Councilmember
	Kathryn Murray	Councilmember
	Mark Shepherd	Councilmember
	Bruce Young	Councilmember
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
	Scott Hess	Development Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Robert Browning, James Billings – Boy Scout Troop 673, Kelly Pfof – Lewis Young Robertson & Burningham (LYRB), Tristen Howe, Patrick Howe, Reverend Claudia Seiter – St. Peter’s Episcopal Church, David Seiter – St. Peter’s Episcopal Church, Amber Huntsman – The Thackeray Garn Company, Mike Christensen – The Thackeray Garn Company, Reverend Pete Poggemeyer – St. Peter’s Episcopal Church, Christian & Julia Carlson, Rick Webster – Boy Scout Troop 572, Erin Froyland, Chris Chelemes, Sam Chelemes, Larry Layton, Courtney Maples – Boy Scout Troop 146, Zayne Morton – Boy Scout Troop 146, Con Wilcox – Wilcox Farms, Becky Brooks, Mrs. L. Williams, Randy Sant – CDRA Consultant

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

Councilmember Young conducted the Opening Ceremony.

PRESENTATIONS TO CHRISTIAN CARLSON, TRISTEN HOWE AND TANNER POE FOR RECOGNITION OF RECEIVING THE RANK OF EAGLE SCOUT

Christian Carlson, Tristen Howe and Tanner Poe have completed the requirements to receive the rank of Eagle Scout. Mayor Wood and the City Council desire to recognize Christian, Tristen and Tanner and acknowledge their achievement.

Councilmember LeBaron presented Tristen Howe with a certificate acknowledging his achievement. Tristen shared a summary of his service project associated with his award.

Christian Carlson shared a summary of his service project completed to receive his Eagle Scout Award. Councilmember LeBaron presented him with a certificate of achievement.

Tanner Poe was unable to attend the meeting.

**Councilmember Bush moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency at 7:09 p.m., seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NAY – None.**

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

#### CITIZEN COMMENTS

There were no citizen comments.

#### APPROVAL OF ORDINANCE 2013-12 ADOPTING THE CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA), AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATE STATUTE

Clearfield City could best serve the needs of its residents and business owners by continuing to foster and support quality economic development within its borders. The development of the Utah Transit Authority's property located at approximately 1250 South State Street, also known as Clearfield Station, would be a mixed use development that enhanced job creation, provided housing and fostered the development of a variety of business and commercial uses. This ordinance formally adopted the Community Development Project Area Plan for the Clearfield Station Community Development Area as approved by the Board of the Clearfield Community Development and Renewal Agency (CDRA) pursuant to State Statute.

JJ Allen, Assistant City Manager, explained as part of the creation of the Clearfield Station Community Development Area, the City Council needed to review and approve CDA's Project Area Plan as approved by the Clearfield Community Development and Renewal Agency (CDRA) at its previous meeting. He indicated upon approval of the Project Area Plan a notice would be published in accordance with State Law and a 30-day comment period would begin.

**Councilmember LeBaron moved to approve Ordinance 2013-12 adopting the Clearfield Station Community Development Project Area Plan, as approved the Clearfield Community Development and Renewal Agency (CDRA), as the official Community Development Project Area Plan for the Clearfield Station Community Development Area and directing that notice of the adoption be given as required by State Statute and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Murray. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray and Shepherd and Young. Voting NO – None.**

APPROVAL OF RESOLUTION 2013R-18 APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

The City desired to enter into this agreement with the Clearfield Community Development and Renewal Agency (CDRA) to remit a portion of property tax increment generated within the Clearfield Station Community Development Area (CDA) back to the Agency. The funds would be used to pay for public infrastructure, land assembly and other uses that might benefit the Project Area.

JJ Allen, Assistant City Manager, explained the CDRA needed to enter into Interlocal Agreements with all the taxing entities as part of the creation of the Clearfield Station CDA of which the City was one. He stated there was one amendment to section seven of the Interlocal Agreement. He proposed the amendment read as follows, "Under this agreement, the Agency is not entitled to receive any increase in tax increment resulting from a tax rate increase by the City unless the City gives its consent in writing to the Agency." Brian Brower, City Attorney, explained the agreement was between two entities, the City and the CDRA, for which the City Council was the governing body of both. He stated there were no third parties rights provided in the agreement. He explained, as the City's legal counsel, if a third party tried to bring a claim against the City for any provisions in the agreement, the City's defense would be the parties had no legal standing.

Mr. Allen explained that because some language was being changed in the agreement the motion would need to include language about the amending. He proposed section one of Resolution 2013R-18 be amended to read, "The Interlocal Cooperation Agreement between the City and the Agency, *as amended in the City Council meeting on October 22, 2013...*"

**Councilmember Bush moved to approve Resolution 2013R-18, as amended, approving an Interlocal Cooperation Agreement between the City and the Clearfield Community Development and Renewal Agency (CDRA) 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, LeBaron, Murray and Shepherd and Young. Voting NO – None.**

CONSIDERATION OF THE CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) ONE YEAR ACTION PLAN AMENDMENTS FOR PROGRAM YEAR 2011-2012 AND 2012-2013

Scott Hess, Development Services Manager, stated the Council had reviewed the amendments to the plan at a work session held on October 8, 2013. He continued the amendments would re-program some remaining CDBG funds to the 450 West Infrastructure Improvement Project. He announced there would be a 30-day comment period on the amendments for the public which would end on November 22, 2013 then a public hearing would be held on December 10, 2013 to finalize the amendments. He reviewed the proposed amendments with the Council. As part of

those amendments, Scott Hodge, Public Works Director, reviewed the scope of work for the 450 West Infrastructure Improvement Project.

Mayor Wood announced the beginning of the 30-day comment period.

APPROVAL OF THE AWARD OF BID TO SHEARER AND ASSOCIATES, INC. TO CONSTRUCT A REPLACEMENT 1.5 MILLION GALLON WATER STORAGE TANK AT THE FREEPORT CENTER

The proposed project would consist of removing the old above grade concrete water storage tank, re-grading the site and constructing a new above grade glass-fused-to-steel water storage tank at the location of the old water tank. The lowest responsible bid was received from Shearer and Associates, Inc. with the bid of \$983,254.40.

Scott Hodge, Public Works Director, explained the water tank had cracked and the City had been put on notice by the State of Utah to improve the condition of the tank. He stated bids were received from two construction companies to construct a replacement water storage tank at the Freeport Center. Adam Lenhard, City Manager, added staff had considered several different repair options before determining to build a new tank. He stated the new tank would also be larger than the one being removed, improving the City's water storage capacity. He commented the City was able to construct the new larger tank for about the same cost as a temporary repair.

Councilmember Shepherd inquired about time constraints for completing the construction and the City's need to store water. Mr. Hodge explained the tank was not used for storage during the winter months so by initiating the construction project now it could be completed by late spring and be operational during peak season.

Councilmember LeBaron asked if there would be any weather conditions that would stop the construction during the winter season. Mr. Hodge indicated the only concern was the protection of the concrete floor when it was poured but there were ways to mitigate any problems. Councilmember LeBaron also asked when the last tank was constructed. Mr. Hodge indicated the previous tank was built in the 1940s.

Councilmember Bush asked what was known about the contractor's quality of work. Mr. Hodge explained the company receiving the award also built the tank. He explained the building process. He stated there were only two companies within the country which could complete this type of project.

Councilmember Murray asked if there were any kind of warranty on the tank. Mr. Hodge indicated there was a warranty. He stated Weber Basin water had built a similar tank and had no problems with it since it was completed. He also indicated Weber Basin preferred this type of tank as well.

**Councilmember Young moved to approve the award of bid to Shearer and Associates, Inc. to construct a replacement 1.5 Million Gallon Water Storage Tank at the Freeport Center for the bid amount of \$983,254.40 and approve funding for the bid amount of \$983,254.40 with contingency and engineering costs of \$149,745.60, for a total project cost of \$1,133,000.00; and authorize the Mayor's signature to any necessary documents, seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray and Shepherd and Young. Voting NO – None.**

APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH NORTH DAVIS JUNIOR HIGH SCHOOL FOR USE OF THE CLEARFIELD AQUATIC CENTER

Eric Howes, Community Services Director, explained North Davis Junior High School (NDJHS) had again received Title I grant funding for the upcoming school year. NDJHS Principal, Ryan Hansen, would like to use those grant funds to purchase annual passes to the Clearfield Aquatic Center (CAC) for teachers at the junior high school. The total grant awarded to NDJHS was \$10,000 and the request was to purchase passes for sixty (60) teachers at a reduced cost. Last year's agreement with NDJHS proved to be a mutually beneficial arrangement and the program was likely to continue on an annual basis should the school continue to receive Title I grant funding in future years.

Councilmember Shepherd expressed his opinion that the program was appreciated by the staff. Mr. Howes commented it was mutually beneficial for the City and the school. Councilmember Bush asked how many of the staff had used the membership in the previous year. Mr. Howes did not have that information but offered to get the information to the Council at a later date.

Brian Brower, City Attorney, stated the agreement was contingent upon the school receiving the grant funding and suggested the language in the motion be made to authorize the City staff to enter into future Memorandums of Understanding (MOUs) on the City's behalf with North Davis Junior High under the same terms on an annual basis. Mayor Wood asked if there was an issue with committing future councils to such an arrangement. Mr. Brower stated future councils could discontinue the program if that was desired. He stated the MOU had a clause providing for such a circumstance. It allowed either party terminate the MOU with a 60 day notice. He also pointed out any change in terms would bring the MOU back to the Council for consideration.

**Councilmember Shepherd moved to approve a Memorandum of Understanding (MOU) with North Davis Junior High School for use of the Clearfield Aquatic Center and authorize the Mayor's signature to any necessary documents. This motion also includes authorization for City staff to enter into future MOUs on the City's behalf with North Davis Junior High, containing the same terms, on an annual basis. Seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray and Shepherd and Young. Voting NO – None.**

COMMUNICATION ITEMS

*Mayor Wood* – nothing to report.

*Councilmember Bush* – nothing to report.

*Councilmember LeBaron* – nothing to report.

*Councilmember Murray* – nothing to report.

*Councilmember Shepherd* – nothing to report.

*Councilmember Young* – nothing to report.

*Adam Lenhard, City Manager* – nothing to report.

#### STAFFS' REPORTS

*Nancy Dean, City Recorder*

1. Announced Early Voting began earlier in the day and reviewed the schedule for the upcoming two weeks.
2. Referred those present to the City newsletter for bios on the candidates.
3. Announced the City Council meeting schedule: election day was Tuesday, November 5, 2013, policy session on Tuesday, November 12, 2013, a work session on Tuesday, November 19, 2013 beginning at 6:00 pm and a policy session on Tuesday, November 26, 2013.

There being no further business to come before the City Council, **Councilmember LeBaron moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency at 8:26 p.m., seconded by Councilmember Bush. All voting AYE.**

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

4 November 2013

Clearfield City  
55 South State Street  
Clearfield, Utah 84015

Attn: Mayor Don Wood and City Council  
Proj: **Woods Cross Cannery Well Closure Project**  
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Wood and Council Members,

The “Bid Opening” for the above referenced project was conducted this afternoon. The lowest responsible bidder is Petersen Brothers Drilling of West Bountiful, Utah.

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

Since Petersen Brothers Drilling’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 \$27,700.00 to Petersen Brothers Drilling.

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



BID RESULTS

# Woods Cross Cannery Well Closure Project

OWNER: CLEARFIELD CITY  
ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS

BID DATE: 4 November 2013  
TIME: 3:00 pm  
BID LOCATION: Clearfield City Offices  
55 South State Street; 3<sup>rd</sup> Floor  
Clearfield, UT 84015

PLAN HOLDER NAME	ADDENDUM	BID BOND	BID AMOUNT
Petersen Brothers Drilling	n/a	5%	\$27,700.00
Deeco Water Well *	n/a	no	\$29,200.00
Kastlerock Excavation & Dev.	n/a	5%	\$37,600.00

**\* Bid proposal and bid bond missing; therefore, they are a non-responsive bidder.**

**BID PROPOSAL TABULATION**

**WOODS CROSS CANNERY WELL CLOSURE PROJECT**

**BID DATE: 4 NOVEMBER 2013**

**OWNER: CLEARFIELD CITY**

**PUBLIC WORKS DIRECTOR: SCOTT HODGE**

Bid Item	Description	Quantity	Unit	Petersen Brothers Drilling 691 West 400 North West Bountiful, Utah 84087		Deeco Water Wells 44 West Lund Lane Farmington, Utah 84025		Kastle Rock Excavation 8085 S. Juniper Court South Weber, Utah 84405	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization.	1	ls	\$4,300.00	\$4,300.00		\$0.00	\$3,500.00	\$3,500.00
2.	Demolition and removal of well house, site grading and grubbing.	1	ls	\$9,000.00	\$9,000.00		\$0.00	\$8,100.00	\$8,100.00
3.	Abandonment of Woods Cross Well.	1	ls	\$12,900.00	\$12,900.00		\$0.00	\$25,500.00	\$25,500.00
4.	Restore landscaping public/private improvements.	1	ls	\$1,500.00	\$1,500.00		\$0.00	\$500.00	\$500.00
<b>TOTAL BID:</b>					<b>\$27,700.00</b>		<b>* \$29,200.00</b>		<b>\$37,600.00</b>
Surety Company				The Ohio Casualty Insurance Company				Auto-Owners Insurance Company	
City, State				Keene, New Hampshire				Lansing, Michigan	
Bid Security - Bid Bond Amount				5%				5%	
Contractor's License Number				Utah Permit #249 / #742				5962587-5501	

**\* Bid proposal and bid bond missing; therefore, they are a non-responsive bidder.**

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
7:00 P.M. REGULAR SESSION  
October 22, 2013

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

PRESIDING:	Kathryn Murray	Chair
PRESENT:	Kent Bush	Director
	Mike LeBaron	Director
	Mark Shepherd	Director
	Bruce Young	Director
	Don Wood	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
	Scott Hess	Development Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Robert Browning, James Billings – Boy Scout Troop 673, Kelly Pfof – Lewis Young Robertson & Burningham (LYRB), Tristen Howe, Patrick Howe, Reverend Claudia Seiter – St. Peter’s Episcopal Church, David Seiter – St. Peter’s Episcopal Church, Amber Huntsman – The Thackeray Garn Company, Mike Christensen – The Thackeray Garn Company, Reverend Pete Poggemeyer – St. Peter’s Episcopal Church, Christian & Julia Carlson, Rick Webster – Boy Scout Troop 572, Erin Froyland, Chris Chelemes, Sam Chelemes, Larry Layton, Courtney Maples – Boy Scout Troop 146, Zayne Morton – Boy Scout Troop 146, Con Wilcox – Wilcox Farms, Becky Brooks, Mrs. L. Williams, Randy Sant – CDRA Consultant

Chair Murray called the meeting to order at 7:10 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE AUGUST 20, 2013 REGULAR SESSION, THE SEPTEMBER 10, 2013 WORK SESSION AND THE OCTOBER 16, 2013 WORK SESSION

**Director Wood moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the August 20, 2013 regular session, the September 10, 2013 work session and the October 16, 2013 work session meetings, as written, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

## ***PUBLIC HEARING***

### **PUBLIC HEARING FOR CONSIDERATION OF THE DRAFT PROJECT AREA PLAN AND DRAFT PROJECT AREA BUDGET FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)**

Chair Murray declared the public hearing open at 7:11 p.m.

JJ Allen, Assistant City Manager, explained how the creation of a Community Development Area (CDA) was tool that could be used to capture tax increment created by new development and redevelopment in local communities. He continued tax increment was the increased property tax revenue recognized as new development or redevelopment occurred in a community. He stated the intent was to capture the newly generated revenue from the taxing entities and use it facilitate the development. He shared a visual presentation illustrating not only UTA's 72 acres but the surrounding area which would be identified as part of the Clearfield Station Community Development Area (CDA) and its subsequent Draft Project Area Plan and Draft Budget to facilitate development and redevelopment of properties within project area boundary. Mr. Allen explained implementation of the Plan would be accomplished through Interlocal Agreements between the CDRA and each of the affected taxing entities. He stated the Plan itself described the Plan for the development of the project area and the budget identified the sources or uses of the tax increment to be utilized. The budget proposed the CDA would collect tax increment revenue for up to 35 years triggered in three separate tranches at three separate time intervals. He asked for the staff report to be included in the official record.

Kelly Pfof, Lewis Young Robertson Burningham (LYRB), clarified that the adoption of the CDA did not increase the tax rate but rather used the tax rates already in place. She explained the majority of property in the proposed CDA was owned by the Utah Transit Authority (UTA) which meant it was tax exempt at the time of the creation of the CDA but development would bring the property on to the tax rolls allowing the City to capture a greater amount of the tax revenue generated to support the infrastructure of the project.

Brian Brower, City Attorney, also noted the proposed project area had a maximum dollar amount cap on the project area. Mr. Allen indicated the maximum dollar to be collected over 35 years would be 35 million dollars. He also stated if the dollar cap were hit prior to the time frame of 35 years, the project area would expire.

The Clearfield Station CDA was expected to be a mixed use development that enhanced job creation, provided housing and fostered the development of a variety of business and commercial uses. Notice of the proposed project area was provided to required affected entities. It was also published in the Standard Examiner on October 6, 2013.

Chair Murray asked for public comments from the property owners in the proposed project area.

*Claudia Seider, St. Peter's Episcopal Church*, requested clarification specific to notification and indicated the Church's Diocese had not been properly notified about the public hearing. She indicated a parish member had notified the leadership of the public hearing. She asked how the

CDA would impact the Church and its property. She stated the proposed plan indicated there were currently no social gathering areas in the project area. She stated numerous social gatherings took place at the Church and expressed concern that the Plan did not acknowledge it. Randy Sant, consultant, responded State Code required the notice be sent to the same address as the property tax notice would be sent. He stated the notice was most likely sent to another address other than the physical address of the Church.

Chair Murray clarified the gathering restriction would be specific to the UTA development. Mr. Allen referred to page 10 of the proposed project area plan which identified the current conditions of the whole project area as having no parks, libraries or other social gathering areas. He said the Board had the right to revise the statement to include churches. Mr. Allen responded the statement held little significance to the Plan but the Board could certainly revise the statement to address the existence of churches in the project area.

Chair Murray asked if Ms. Seider would be more comfortable if the Plan acknowledged the existence of churches in the project area. Ms. Seider just wanted to clarify that social gatherings were held at the church in the project area. She asked how the creation of the CDA would affect the church and its gatherings. She also reiterated that she had spoken with the Chancellor of the Diocese and no notification about the public hearing had been received. Kelly Pfof, LYRB, provided the address where the notice had been sent as it appeared in the records of the Davis County Recorder. Ms. Seider responded the address was incorrect. Ms. Pfof encouraged the Church to update its address of record with Davis County so future notices would be received. Brian Brower, City Attorney, cited the State Code specific to the requirement to notify property owners of the public hearing. He explained the statutory notice requirement appeared to have been met in this case. He continued that the intent of the notification was to provide an opportunity for property owners to come and participate in the public hearing. He stated the purpose of the notice appeared to have been met and the church's representatives were being given an opportunity to provide input, express concerns and ask questions.

Mr. Sant addressed Ms. Seider's concern about the Plan not acknowledging current social uses in the project area plan. He explained the purpose of the Plan was to talk about what social conditions currently existed in the area and when reviewing the definition of "social" it addressed more public uses than private uses and certainly it would not hurt anything to have churches added to that part of the Plan. He also addressed Ms. Seider's concern about how the creation of the CDA would affect the church and its social gatherings. He stated the Plan would not affect the use of the property as long as it remained a church but the Plan would create an advantage for the property owner if at some time in the future the desire was to sell or develop the property in a different way. He continued the Plan was a tool the CDRA could use to help the property owner accomplish the development or change of use for the property. He also reiterated it was important for the church to get its address corrected at the Davis County Recorder's office so future notices were directed properly.

Director Wood made a public disclosure that he currently owned property in the proposed project area. He commented he had made that disclosure previously but for the purposes of transparency he wanted to declare it again.

Roger Nessen, representing Don and Rose Johnson Trust, asked if there were an outline of the three tranches and their specific time phasing and were those phasings industrial or commercial phases. He expressed his understanding that properties in the CDA could adjust zonings. He asked what the plans were for rezoning by the City for properties in the project area. He expressed his belief that rezones affected property tax rates and asked how any rezone plans would affect property tax rates in the area.

Mr. Allen addressed the question about the proposed tranches. He explained assumptions were made specific to the tranches in the draft budget but those assumptions were not set in stone. He stated the intent was to keep the phasing flexible. He added the Plan and budget would require the first tranche to trigger by no later than 2017 with tranches two and three triggering anytime thereafter but to maximize the benefit of the twenty year window the CDRA would plan to trigger the third tranche by year 15 because it would run through year 35 of the Plan.

Mr. Allen also addressed question about rezoning and the vision for the project area. He explained the impetus for the project area was the development of the UTA (Utah Transit Authority) property which consisted of 70 acres. He stated the City was currently in the process of considering a rezone application specific to that property as well as its Master Development Plan. He continued that there was nothing specifically envisioned for development outside of the UTA property at this time. He explained the boundaries of the Plan were drawn so the City could capitalize on redevelopment if and when it occurred in the project area. He added the establishment of a CDA did not preclude any other rezones in the project area. He added the process for property owners to rezone remained in place. Mr. Sant added the CDRA did not have authority to rezone properties. He stated the Plan merely identified what the existing zoning was for properties in the project area and then it mentioned there had been an application from the UTA asking for a different zone. He explained only planning commissions and city councils had the authority to rezone and property owners wishing to do so would have to apply to the City for consideration. Mr. Brower suggested the property owner review the City's General Plan which included a map of future land uses which were intended for various areas throughout the City. He agreed with Mr. Sant that the fact of a property being included in the project area plan had no bearing upon its zoning. He stated the property owner would be free to make application for rezone or the City could do that as it had done in the past in certain areas of the City.

Director Bush asked if wording of the Plan needed to be changed in the future should a property owner apply for rezone. Mr. Sant responded the Plan would not need to be amended following future rezones. He read from the Plan and explained the Plan merely identified the current zoning of properties in the project area.

There were no other property owner comments received.

Chair Murray asked if there were any taxing entities' representatives present that would like to make comment.

There were no comments received from taxing entities' representatives.

Chair Murray asked if there any comments from the general public.

Robert Browning, resident, referred to page eleven of the draft project area plan specific to the reference of approximately six million dollars that was redlined. He asked where the funds were being appropriated. He expressed concern that the Davis School District would be fronting nineteen million dollars of revenue to the project area. He acknowledged the appearance of a cautious approach by the CDRA for the Plan where the funds would only be spent as it was recognized. He referenced the economic downturn experienced by the Country a few years ago and commented he did not want to see the City of Clearfield paying for infrastructure for a tax free entity such as the UTA and then have property values drop and the City be left paying the bill. He asked if the funds would be outlayed prior to their receipt or as the development progressed.

Mr. Sant addressed the redlined references to approximately six million dollars on page eleven. He stated the numbers initially were entered upside down so the redline in the document actually reverses where those number appear in the table. He stated the money was still being accounted for and would be used for the purposes noted in the Plan. He also responded that the CDRA would not be providing funding for project in the Plan until it recognized receipt of the tax increment revenue. He explained that UTA would not be developing the property; rather a developer was under contract to develop the property. He continued under the Plan the developer would produce a significant increase to property value, then with the approval of the School District, Davis County and other taxing entities, the CDRA would be allowed to use the increase in the associated tax revenue to achieve the purposes of the Plan which was to bear the cost of the infrastructure. He stated after receiving approval for the Plan and budget the CDRA would need to meet with the School District and other taxing entities and convince them there was reasons and value in the project to warrant their participation in the project area. He also mentioned the CDRA was only asking for 75 percent of the increase so the School District and other taxing entities would be keeping 25 percent of the increase. He reiterated the taxing entities would have to consent to participating in the Plan through Interlocal Agreements. He continued if participation were approved the developer would still have to perform in accordance with a development agreement with the CDRA which would outline terms and conditions that would need to be met to receive funding for infrastructure. He stated the funding was a reimbursement and there would be no upfront of the funding.

Director Young stated discussions had previously taken place about the possibility of disbursing the available funding incrementally based upon the type of use developed, meaning industrial and commercial development would receive a greater portion of the increment as opposed to residential development. He commented the proposed plan disburses the increment at 75 percent across the board. Mr. Allen responded there had been some discussion about that type of arrangement but no specific direction given and so the Plan was prepared with 75 percent across the board for all uses. Director Young expressed concern because providing services to residential development was more costly than providing services to other types of development. He expressed his opinion that it was not appropriate for current residents to subsidize future residents.

**Director Shepherd moved to close the public hearing at 7:24 p.m., seconded by Director Wood. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

## ***SCHEDULED ITEMS***

### **APPROVAL OF RESOLUTION 2013R-03 APPROVING THE OFFICIAL PROJECT AREA PLAN FOR CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA**

JJ Allen, Assistant City Manager, stated the project area plan attached as an exhibit to the resolution had been redlined throughout because it had been amended since it originally went out 30 days ago. He reported most of the amendments were minor but the Resolution would need to be amended to include language which referenced there had been amendments to the Plan. He directed the Board to section 3.1 of the Resolution 2013R-03 and recommended the wording be changed to say, "... the project area plan *as amended* for the Clearfield Station Community Development Project Area..." He then referred the Board to section 3.2 of the same Resolution and recommended the wording be changed to say, "...the Agency hereby officially approves the Project Area Plan *as amended*..." He also recommended the motion include approval "*as amended*". Brian Brower, City Attorney, asked if a person had come to the City to see the draft plan would they have been given a copy of the document with the redlined amendments. Mr. Allen confirmed anyone asking for a copy of the draft plan would have been given a copy which included the redlined amendments. Mr. Brower asked if anyone came in for a copy of that Plan. Mr. Allen was not aware of anyone asking for a copy of the Plan. He noted the original draft plan was available on the City's website. He reiterated the redlined amendments did not change the intent or content of the Plan. Nancy Dean, City Recorder, pointed out the redlined plan had been placed on the City's website on Friday, October 18 as part of the agenda packet for the meeting.

Director Shepherd suggested Director Young's concern should be addressed. Director Young asked if the 75 percent incentive relative to the housing component of the development would leave the City at a deficit as it applied to the providing of services. Mr. Allen explained the consultant had to calculate a cost benefit analysis as part of the draft budget. He stated the analysis indicated there is a net benefit not just to Clearfield City but to all of the taxing entities. He acknowledged not knowing what those numbers would have looked like had the City changed the percentage on the housing side. He also indicated the School District looked favorably on the inclusion of a charter school in the project. Director Shepherd also noted the tax value on residential was lower than that of other types of uses. Director Young commented that was true if everything were built together but with residential development coming to the project in the early stages there might be an imbalance. Director Wood commented there was a phasing of commercial development at the same time as the residential.

Mr. Allen also mentioned that the increment being captured in the project area would be directed to public improvements specific to things such as the parking structures, street network and utilities which were heavily tied to the commercial development. He also explained the developer would be significantly investing his/her own capital as part of the development. Director Young stated his primary concern was to make sure the City's interests were covered. He commented he was comfortable with the Plan considering the phasing approach.

**Director Shepherd moved to approve Resolution 2013R-03 as amended approving the official project area plan as amended for the Clearfield Station Community Development Area and authorize the Chair's signature to any necessary documents, seconded by Director**

**LeBaron. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

APPROVAL OF RESOLUTION 2013R-04 APPROVING THE PROPOSED DRAFT OF THE COMMUNITY DEVELOPMENT PROJECT AREA BUDGET FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

JJ Allen, Assistant City Manager, requested the budget also needed to be approved with “as amended” language because some changes had been made there as well. He reviewed the proposed amendments.

**Director Young moved to approve Resolution 2013R-04, as amended, approving the proposed draft of the Community Development Project Area budget, as amended, for the Clearfield Station Community Development Area and authorize the Chair’s signature to any necessary documents, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

**Director LeBaron moved to adjourn as the Community Development and Renewal Agency and reconvene as the City Council at 7:59 p.m., seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young . Voting NO – None.**

The CDRA Board reconvened at 8:26 p.m.

APPROVAL OF RESOLUTION 2013R-05 APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND THE CITY RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

The Clearfield Community Development and Renewal Agency (CDRA) desired to enter into an agreement to receive a portion of property tax increment generated within the Clearfield Station Community Development Area back from the City. The funds would be used to pay for public infrastructure, land assembly and other uses that might benefit the Project Area.

Mr. Allen explained the City Council had approved the agreement earlier in the evening. He explained there was one amendment to section seven of the Interlocal Agreement. He proposed the amendment read as follows, “Under this agreement, the Agency is not entitled to receive any increase in tax increment resulting from a tax rate increase by the City unless the City gives its consent in writing to the Agency.” Mr. Allen also explained that because some language was being changed in the agreement the motion would need to include language about the amending. He proposed section one of Resolution 2013R-05 be amended to read, “The Interlocal Cooperation Agreement between the Agency and the City, *as amended in the CDRA meeting on October 22, 2013...*”

**Director LeBaron moved to approve Resolution 2013R-05 as amended approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and the City and authorize the Chair's signature to any necessary documents, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

There being no further business to come before the Community Development and Renewal Agency, **Director Wood moved to adjourn as the Community Development and Renewal Agency at 8:30 p.m., seconded by Director Shepherd. All voting AYE.**

DRAFT

# Staff Report



To: Clearfield CDRA Board Members  
From: JJ Allen, Assistant City Manager  
Date: November 7, 2013  
Re: Interlocal Agreement with Davis County for Clearfield Station CDA

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## **I. RECOMMENDED ACTION**

**Approve Resolution 2013R-06**, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Davis County and authorize the Chair's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

The Resolution approves an Interlocal Cooperation Agreement with Davis County, implementing the Clearfield Station CDA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the County. The CDRA has already executed a similar Interlocal Agreement with Clearfield City, and would also enter into Interlocal Agreements with the other taxing entities affected by the Clearfield Station CDA.

## **III. IMPACT**

### **a. Fiscal**

As detailed in the Project Area Budget, the CDA expects to collect nearly \$35 million in tax increment over the 35 year life of the project. Of this total, about \$5 million would be the Davis County contribution.

### **b. Operations / Service Delivery**

According to the Project Area Budget, most of the tax increment would be used to finance the improvements necessary for development of the transit oriented development on the property owned by the Utah Transit Authority. There would also be funds (the increment generated outside the UTA property) that would be used to promote other redevelopment in the area.

New development and redevelopment in this area of Clearfield will be a significant enhancement to the community.

#### **IV. SCHEDULE / TIME CONSTRAINTS**

Additional Interlocal Agreements will be pursued with other taxing entities over the next few months. The first tranche would be triggered no later than 2017.

#### **V. LIST OF ATTACHMENTS**

- Resolution 2013R-06
  - Interlocal Cooperation Agreement with Davis County

**RESOLUTION NO. 2013R-06**

**RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND DAVIS COUNTY.**

**WHEREAS** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

**WHEREAS** Clearfield Community Development and Renewal Agency, Utah (the “Agency”) and Davis County (the “County”) are “public agencies” for purposes of the Act; and

**WHEREAS** after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the County whereby the County would remit to the Agency a portion of the property tax increment generated within the Clearfield Station Community Development Project Area, (the “Project Area”) which would otherwise flow to the County, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area as permitted under the CDRA Act; and

**WHEREAS** Section 11-13-202.5 of the Interlocal Act requires that certain Interlocal Agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the County, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the legislative body of the Clearfield Community Development and Renewal Agency, Utah this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chair, Clearfield Community Development and  
Renewal Agency

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**INTERLOCAL COOPERATION AGREEMENT**

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **DAVIS COUNTY**, a political subdivision of the State of Utah (the “County”) in contemplation of the following facts and circumstances:

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

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

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

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into industrial/flex space, high density residential, retail, office uses, and a charter school. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Project Area Plan, the City and or developer(s) will incur significant costs and expenses to provide infrastructure improvements, including but not limited to structured parking, site work, system improvements, sewer, water, storm drain, and transportation; and the Agency may assemble land within the Project Area to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, historically, the 140-acre Project Area has generated a total of \$158,551 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (the “School District”), and other Special Service Districts (“SSD”); and

G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$2,811,598 per year at full contemplated build-out; and

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

I. **WHEREAS**, the County has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to provide assistance as an incentive for the construction and development of the Project Area; and

J. **WHEREAS**, Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community development and tax increment projects across the State of Utah, has been retained to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Clearfield Station Community Development Draft Project Area Budget (the "Project Area Budget") has been created, a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and

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

NOW, THEREFORE, the parties agree as follows:

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

2. **Offset of Development Costs and Expenses.** The County has determined to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the developer(s) in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2013, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2013 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$9,977,882, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Developer that the Developer, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies.

5. **Payment Trigger.** The first year (“Year One”) of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but shall be no later than 2017. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Thirty-five. Parcels will be triggered to contribute Tax Increment in up to three groupings within the 35-year period. Each grouping or “tranche” will have a maximum duration of twenty years. No parcel may be triggered more than once and no parcel will contribute Tax Increment for more than a twenty year period of time.

6. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Thirty-five (or until the total value of tax increment collected by the Agency reaches \$35,000,000), 75% of the annual Tax Increment generated from triggered tranches within the Project Area. The County is authorized and instructed to pay 75% of the Tax Increment to the Agency annually on the triggered tranches. The remaining 25% portion of the Tax Increment will remain with the County. The County will also maintain 100% of the Tax Increment on parcels within tranches that have not yet been triggered and 100% of the Tax Increment on parcels within tranches that have been triggered for more than twenty years.

7. **Property Tax Revenue Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area. Under this Agreement, the Agency is not entitled to receive any increase in Tax Increment resulting from a tax rate increase by the County unless the County gives its consent in writing to the Agency.

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

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

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

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

If to County:  
Davis County  
Attn: County Commission  
61 South Main Street  
Farmington, UT 84025

Facsimile: (801)

If to Agency:  
Clearfield Community Development and Renewal Agency  
Attn: CDRA Board  
55 South State Street  
Clearfield, UT 84015  
Facsimile: (801) 525-2869

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

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

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

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

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

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

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

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

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2055.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
  - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
  - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
  - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

County: DAVIS COUNTY

Attest:

By: \_\_\_\_\_  
Its: Commission Chair

\_\_\_\_\_  
County Recorder

Approved and reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
Attorney for Davis County

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: \_\_\_\_\_  
Its: Board Chair

\_\_\_\_\_  
Secretary

Approved and reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
Attorney for Agency

**EXHIBIT "A"**  
**to**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 12, THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SECTION 12 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°05'06" EAST 2634.86 FEET ALONG THE EAST SECTION LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12) AND RUNNING THENCE NORTH 89°42'54" EAST 233.00 FEET TO THE MOST NORTHERLY WEST CORNER OF FALCON MEADOWS SUBDIVISION; THENCE SOUTH 0°00'40" EAST 442.13 FEET; THENCE CONTINUING ALONG SAID SUBDIVISION THE NEXT THREE COURSES:

- 1) NORTH 89°42'50" EAST 288.09 FEET;
- 2) SOUTH 0°03'50" WEST 267.33 FEET;
- 3) NORTH 89°59'14" EAST 793.31 FEET;

THENCE LEAVING SAID SUBDIVISION SOUTH 0°00'46" EAST 336.33 FEET; THENCE SOUTH 89°59'18" WEST 288.88 FEET; THENCE SOUTH 0°32'39" EAST 277.84 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°27'21" EAST 143.98 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 0°08'38" EAST 120.00 FEET; THENCE NORTH 89°27'24" EAST 81.00 FEET; THENCE SOUTH 0°08'38" EAST 44.76 FEET; THENCE NORTH 89°30'22" EAST 125.20 FEET; THENCE SOUTH 0°08'38" EAST 311.35 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY LINE OF CLEARFIELD CITY; THENCE CONTINUING ALONG SAID CITY LIMITS THE NEXT THREE COURSES:

- 1) SOUTH 89°27'22" WEST 458.39 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF WAY LINE OF STATE ROUTE 126;
- 2) THENCE ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 191.11 FEET;
- 3) SOUTH 72°21'46" WEST 211.90 FEET; THENCE LEAVING SAID CITY LIMITS NORTH 36°55'38" WEST 156.59 FEET; THENCE NORTH 39°20'47" WEST 133.53 FEET; THENCE SOUTH 89°37'26" WEST 92.47 FEET; THENCE NORTH 0°22'34" WEST 100.00 FEET; THENCE NORTH 51°35'21" EAST 100.40 FEET; THENCE NORTH 36°55'38" WEST 385.93 FEET TO A POINT ON THE SOUTHERLY LINE OF CHELEMES BROTHERS SUBDIVISION; THENCE NORTH 89°55'54" WEST 1,309.93 FEET; THENCE SOUTH 89°47'49" WEST 428.11 FEET; THENCE SOUTH 0°39'37" EAST 168.24 FEET TO THE EASTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TWO COURSES:

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:
- 1) NORTH 29°32'09" WEST 88.47 FEET;
- 2) NORTH 29°05'15" WEST 1,020.34 FEET;
- 3) NORTH 29°17'29" WEST 163.16 FEET;
- 4) NORTH 29°57'27" WEST 34.41 FEET;
- 5) NORTH 30°54'35" WEST 132.47 FEET;
- 6) NORTH 29°48'11" WEST 388.77 FEET;
- 7) NORTH 30°59'27" WEST 80.97 FEET;
- 8) NORTH 31°05'32" WEST 207.92 FEET;
- 9) NORTH 30°31'29" WEST 454.41 FEET;
- 10) NORTH 29°57'27" WEST 2,664.20 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE CENTER SECTION LINE OF SAID SECTION 12; THENCE NORTH 0°07'57" WEST 91.09 FEET; THENCE SOUTH 32°38'36" EAST 285.68 FEET; THENCE SOUTH 44°58'33" EAST 62.10 FEET; THENCE NORTH 86°50'34" EAST 238.26 FEET; THENCE NORTH 0°06'58" EAST 60.37 FEET; THENCE SOUTH 89°53'02" EAST 300.44 FEET; THENCE NORTH 0°9'03" EAST 404.00 FEET; THENCE SOUTH 89°53'03" EAST 263.00 FEET; THENCE SOUTH 0°9'03" WEST 404.00 FEET; THENCE SOUTH 89°53'02" EAST 821.32 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 126; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 285.43 FEET; THENCE LEAVING SAID RIGHT OF WAY EAST 655.28 FEET; THENCE SOUTH 0°00'40" WEST 298.46 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6,171,933 SQ. FT. OR 141.69 ACRES MORE OR LESS



# CLEARFIELD STATION PROPOSED CDA

-  CLEARFIELD STATION CDA BOUNDARY
-  CDA PARCELS
-  CLEARFIELD MUNICIPAL BOUNDARIES



LEWIS & YOUNG  
ROBERTSON & BURNINGHAM, INC.

0 500 1,000 Feet



**EXHIBIT "B"**  
**To**  
**INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT "C"**  
**To**  
**INTERLOCAL AGREEMENT**

Draft Project Area Budget

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

**RESOLUTION 2013R-06**

**RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND DAVIS COUNTY.**

**WHEREAS** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

**WHEREAS** Clearfield Community Development and Renewal Agency, Utah (the “Agency”) and Davis County (the “County”) are “public agencies” for purposes of the Act; and

**WHEREAS** after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the County whereby the County would remit to the Agency a portion of the property tax increment generated within the Clearfield Station Community Development Project Area, (the “Project Area”) which would otherwise flow to the County, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area as permitted under the CDRA Act; and

**WHEREAS** Section 11-13-202.5 of the Interlocal Act requires that certain Interlocal Agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the County, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the Board of Directors of the Clearfield Community Development and Renewal Agency, Utah this 12<sup>th</sup> day of November, 2013.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY

\_\_\_\_\_  
Nancy R. Dean, Secretary

\_\_\_\_\_  
Kathryn Murray, Chair

VOTE OF THE BOARD

AYE:

NAY:

**EXHIBIT A**  
**INTERLOCAL COOPERATION AGREEMENT**