

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
January 14, 2014 – POLICY SESSION

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

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

6:00 P.M. WORK SESSION

Discussion on the Youth Resource Center
Discussion on Establishing an Economic Development Task Force

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

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Young

APPROVAL OF THE MINUTES:

November 19, 2013 – Work Session

November 26, 2013 – Work Session

December 10, 2013 – Policy Session

PRESENTATION:

1. **PRESENTATION TO GRETCHEN MYERS FOR HER SERVICE AS THE COMMUNITY BAND DIRECTOR**

BACKGROUND: Gretchen Myers was the founding director of the Clearfield Community Band consisting of approximately 35 band members. As the founding director, she solicited used band instruments, and designated a music librarian and assistant whom she works with regarding performances. The band has served as the pit orchestra for the Community Theater's productions of Hello Dolly and Anne of Green Gables. The Community Band has also participated with neighboring communities' celebrations and performances. She has faithfully served the City as the band director for eight years. Mayor Shepherd and the Council desire to recognize Ms. Myers' service to the City.

SCHEDULED ITEMS:

2. **CITIZEN COMMENTS**

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 DECEMBER 10, 2013 REGULAR SESSION

SCHEDULED ITEMS:

2. CONSIDER APPROVAL OF RESOLUTION 2014R-01 AUTHORIZING AN INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT

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 School District. The funds will be used to pay for public infrastructure, land assembly, and other uses that may benefit the Project Area.

RECOMMENDATION: Approve Resolution 2014R-01 authorizing an interlocal agreement with Davis Schools and authorize the Chair's signature to any necessary documents.

3. CONSIDER AUTHORIZATION OF A PUBLIC UTILITY EASEMENT AND A ROADWAY RIGHT OF WAY EASEMENT TO BE GRANTED BY THE CDRA TO CLEARFIELD CITY CORPORATION FOR PROPERTY OWNED BY THE CDRA BEARING DAVIS COUNTY PARCEL SERIAL NUMBER 09-021-0055

BACKGROUND: To ensure the occupancy of the office building located at 888 South 2000 East, the CDRA previously approved a lease agreement enabling the construction of a parking lot on this parcel owned by the CDRA. To facilitate future public works projects, Clearfield City desires to have easements for waterlines and a roadway in place prior to execution of that lease agreement.

RECOMMENDATION: Approve the Public Utility Easement and a Roadway Right of Way Easement to be granted by the CDRA to Clearfield City Corporation for property owned by the CDRA bearing Davis County Parcel Serial Number 09-021-0055 and authorize the Chair's signature to any necessary documents.

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

Dated this 9th day of January, 2014.

/s/Kimberly S. Read, Deputy 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
November 19, 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
	Scott Hodge	Public Works Director
	Greg Krusi	Police Chief
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Manager
	Rich Knapp	Administrative Services Director
	Summer Palmer	Human Resources Manager
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Keri Benson – Councilmember Elect, Koral Vasquez, Anthony Vasquez, Laura Prouty, Laura Huff, Brandi Draney, Shirley Wang – Golden Ginger Bistro, Ron Jones – Planning Commission

Mayor Wood called the meeting to order at 6:03 p.m.

DISCUSSION ON THE JOINT USE OF SCHOOL DISTRICT AND SURROUNDING CITY PROPERTIES

Brandi Draney, resident, presented a brief overview of the community’s concerns regarding property surrounding Holt Elementary. She was requesting a six foot tall chain link fence be installed separating the school property from the surrounding open space. She stated this was needed to address concerns within the past two years regarding safety for the students attending Holt Elementary. She reported discussions had taken place with School District Officials who had indicated there were legalities associated with the fence installation. A map illustrating School District property in conjunction with City property was used to illustrate the following concerns: use of the walking path during school hours, students leaving campus during school hours, bullying, and specific concerns associated with the special needs students participating in the Special Needs Program. Ms. Draney identified the area where the fence was desired.

She stated the School District had provided her a copy of an agreement it had with the City from 1978 which indicated the City and the District could work together in determining the use of the open space. She believed a fence could be installed which would not interfere with the Rail Trail.

Mayor Wood inquired if there were residents in attendance that desired to share comments with the Council regarding the issue. There were none.

Ms. Draney indicated she had started collecting signatures for a petition expressing support for a fence in the area. Ms. Draney did not present the signatures as a petition to the City.

Mayor Wood stated he had taken the opportunity to visit with Dr. Wahlquist, Holt Elementary Principal, observed the property and visited with the playground supervisors. He reported during his visit with Dr. Wahlquist he believed members of the community just weren't aware where the City property ended and the school property began. He stated it was his understanding the children gravitated toward community members walking their dogs and commented there were individuals that used the park-like open space as a shortcut to the Maverik convenience store located at 300 North/1000 West.

Mayor Wood reported school personnel didn't express any concerns about the proximity of the school property in conjunction with the trail and concerns relative to bullying was that the behavior would continue even with the installation of a fence. He continued there would always be the opportunity for bullying to take place regardless of how the two properties were separated or identified. He stated he wasn't anxious to install a fence because of the current agreement with the School District which was put in place to preserve the large open space to serve both the needs of the schools and citizens of the City. He expressed his opinion the fence would be an impediment to the use of the facility.

Mayor Wood believed the playground supervisors were cognizant of the concerns and believed there were other ways which could be used to defuse situations. He believed he had completed due diligence in interviewing the playground supervisors and school staff and suggested Dr. Wahlquist be summoned by radio when incidences occurred to allow her the opportunity to address the specific issue in a timely manner and summon assistance from the Police Department if needed. He expressed confidence this solution would ensure the safety of the children attending Holt Elementary with school personnel's awareness and working together.

Mayor Wood stated the situation in regards to the open space wasn't unique to Holt Elementary and pointed out similar situations with South Clearfield or North Davis Jr. High and Fisher Park. He again expressed his concern fencing the properties would inhibit the use of the open space.

He pointed out it was District policy for visitors to check in with the office when visiting school campuses and each school displayed signage announcing that policy. He added the school or District and the City could both do better at defining the public park property from the school property and suggested signage be used to declare that information.

Councilmember Young stated he wouldn't be opposed to the installation of a fence separating the properties if the School District presented the City with a proposal and if the fence was

desired on behalf of the school it should solely incur that cost. He expressed his opinion there was a difference between students attending Jr. High School and Elementary School and agreed a fence would provide an additional level of security.

Councilmember Bush inquired if there was a Police officer assigned to Holt Elementary. Chief Krusi responded there was one Dare Police Officer assigned to all elementary schools located in Clearfield City which visited Holt on a regular basis. Councilmember Bush inquired if safety concerns regarding this issue had been expressed to the Dare Officer. Mr. Krusi responded no concerns had been received by the Police Department. Mayor Wood inquired if there had been any reported incidents to the Police Department specific to possible abductions. Mr. Krusi responded there had only been one reported incident which was an intoxication case involving a nineteen year old. He continued the Police Department had been called and the incident had been resolved.

Councilmember Bush believed there were other ways to address the issue without fencing such as signage and stated he liked the open space behind Holt Elementary. He didn't want to begin fencing the public areas from the school and believed if there was a concern the District should incur the cost to fence its own property. Councilmember Murray pointed out the fence would be on the District's property.

Councilmember Shepherd believed signage should be considered as it would inform walkers when they entered school property. He stated he could support the signage recommendation.

Councilmember Murray expressed agreement with the signage suggestion. She stated she often walked the track and could not support the fencing proposal.

Councilmember LeBaron expressed agreement with the concern shared by the parents of students who attend Holt Elementary and inquired if other interventions or alternatives had been considered.

Laura Huff, resident, responded she was presently a parent of two students attending Holt Elementary and was working with the District to allow another one of her children to attend Holt. She indicated that child was severely autistic and would require one on one attention at all time. She expressed concern he would attempt to run away from school campus. She expressed her opinion if the District offered a specific education program for special needs students like her son at Holt certain safety considerations would also need to be provided. She read a statement from an email received from the specialized special needs teacher which expressed the need for a fence for the safety of those students. In that statement the teacher expressed concern for the number of community residents who use the City's walking path unaware of where the school boundary begins. Ms. Huff stated she also liked the open space feel of the area but emphasized it was a school foremost and not a park and pointed out things have significantly changed since 1981. She believed there were other incidents which should have been reported to the Police and had not. She emphasized her son was in need of the fence.

Mayor Wood commented he was sympathetic to Ms. Huff's concerns regarding her children and their individual needs. He believed if the school district had an ID (Intellectual Disability) Unit,

it should be responsible for the needs of those participants and suggested fencing a small area of its open space to manage those students.

Councilmember LeBaron inquired if other options been explored. Ms. Draney explained the two playground aids were also the front office staff; therefore, there was no one there for those to check into the school. She pointed out the two playground aids supervised over 200 children. She stated her purpose in approaching the City Council was to determine if the City was amenable to amending the agreement it had with the Davis School District.

Councilmember LeBaron informed Ms. Draney of a program recently implemented at Antelope Elementary in which dads of students volunteered on the playground and suggested this could be an option. He believed if the City allowed the fence it could be the beginning of things to come regarding other schools and their surrounding open spaces.

Mayor Wood stated he was opposed to the installation of a fence without exploring other options; such as signage and suggested Councilmember LeBaron could be a tool in implementing a “Dad’s of Students” program . Ms. Draney inquired if Mayor Wood’s opposition to the fence was specific to it interrupting the aesthetics and openness of the park. Mayor Wood responded he was concerned about setting precedence which could severely impede the open park space at other City parks. Ms. Draney believed safety was a primary concern. Mayor Wood didn’t believe the circumstances were such that a fence was justified and pointed out the agreement had been in place since 1978 and there hadn’t been any situations which would justify the impediment of the community’s use of the open space.

Councilmember Bush mentioned Wasatch Elementary had fenced off a small area for the Kindergarten students which was strictly for those students and believed that could be similarly done to meet the needs of the participants in the ID program at Holt. Councilmember Shepherd believed he could be supportive of that as it wouldn’t be fencing of seven and a half acres.

Councilmember LeBaron stated he would be willing to share what had taken place at Antelope Elementary with the parents, administration or PTA (Parent Teacher’s Association). Laura Prouty, resident, inquired who would be responsible for signage and inquired if information could be placed in the City’s newsletter emphasizing security at the City’s elementary schools. Mayor Wood expressed his opinion the City could locate funding to contribute toward signage in the City’s parks. Ms. Prouty believed the World was ever-changing and suggested the Council be open and aware of risks associated with the City’s schools. Councilmember Bush stated he often walked the trail and would be willing to volunteer at the school.

Brian Brower City Attorney, expressed his opinion the agreement would need to be amended in order for a fence to be allowed on any portion of the property.

Mayor Wood assigned Councilmember LeBaron as a liaison with Holt Elementary’s Community Council regarding this specific issue.

Ms. Draney inquired what would be necessary for the District to proceed with some fencing. Mayor Wood responded he would like to wait until results from Councilmember LeBaron's suggestions have been implemented or until the District solicits approval from the City Council during a policy session regarding the installation of a fence.

Ms. Draney, Ms. Huff and Ms. Prouty left the meeting at 6:48 p.m.

DISCUSSION ON LOCAL CONSENT FOR A BEER LICENSE FOR GOLDEN GINGER RESTAURANT LOCATED AT APPROXIMATELY 300 NORTH AND 1000 WEST

Scott Hess, Development Services Manager, shared an illustration identifying the location of the restaurant and its proximity to the Holt Elementary School and Steed Park properties. He stated a business license had initially been granted and was revoked because of the restaurant's proximity to the park and elementary school. He continued the DABC (Department of Alcohol and Beverage Control) contacted the City regarding the Local Consent required on behalf of the City to allow the liquor license. He explained process used by the City in determining the restaurant's proximity to the school was far enough that Local Consent was not needed from the School District; however, the City would need to approve the Local Consent because of the proximity to the park. He briefly reviewed the public hearing process used by the DABC in approval of the liquor license. He stated the City would be issuing a variance allowing the use of an on premise alcohol license and explained the difference between on premise consumption and off premise sales. He emphasized this license would allow the on premise consumption of beer and wine.

He explained how the Chili's restaurant in Layton had been accommodated for its liquor license and believed the intent of the law was being met by the school in that instance. A discussion took place regarding the on premise and off premise consumption.

The Council directed the staff to proceed with the local consent approval. Mr. Lenhard emphasized the approval was specific to the City and pointed out approval by the DABC would still be required to approve the alcohol beverage license for the restaurant.

The Council took a break at 6:55 p.m.

The meeting resumed at 7:01 p.m.

PRESENTATION ON HUMAN RESOURCES' PROJECTS

Adam Lenhard, City Manager, introduced Summer Palmer, Human Resource (HR) Manager, to the City Council and announced she would be presenting Human Resource challenges which could potentially impact the City. He reminded the Council they were the Board of Directors of Clearfield City Corporation. He emphasized staff would be relying on direction it received from the City Council in providing benefits to the City employees.

Ms. Palmer shared a presentation which highlighting the top four challenges identified by HR professionals across the nation.

- Retaining and rewarding the best employees
- Developing the next generation of corporate leaders
- Creating corporate culture that attracts the best employees
- Remaining competitive in the talent market

She discussed each point with the Council pointing out the following:

- Providing employees with opportunities for career advancement; she reported all vacant positions are posted internally. She also pointed out efforts by departments were suggested in relation to step progressions, job rotations and cross training, etc.
- Providing employees with recognition based on job performance; she stated merit increases at the City were based on job performance, not tenure. Ms. Palmer shared the Performance Pay Policy and Performance Pay Matrix with the Council.

Councilmember Young inquired if the City had statistics which reflected the average performance evaluation ratings. Ms. Palmer responded the City did collect that data organizational as well as by department. Ms. Palmer explained the performance evaluation scale.

- She pointed out the additional forms of employee recognition.
 - On-the-spot recognition
 - Vision Awards
 - Holiday gifts
 - Birthday Luncheons
 - Employee Association activities

Ms. Palmer explained it was critical for the City to develop the next generation of corporate leaders. She stated industry knowledge and skill based employees were leaving organizations for two reasons: retirement of Baby Boomers and the “Quit rate” is the highest in the previous four years. She reviewed results from both a Tenure Analysis and Turnover Analysis of full time employees with the Council.

Mayor Wood pointed out some individuals have left employment with the City because of opportunities which would allow them to be closer to family, eliminating long commutes, better job opportunities, etc. Ms. Palmer pointed out better compensation opportunities or career opportunities were now being experienced by the City.

Ms. Palmer reviewed the following:

- Performance Evaluation System Design
- Education Reimbursement Policy. She reported seven employees received some form of reimbursement in 2012 and ten in 2013.

Mayor Wood inquired what the City had in place to retain those recipients in order to reap the benefit of the education. Ms. Palmer responded each employee was required to stay employed with the City for one year following the reimbursement. Councilmember Young believed one year was very generous. Mayor Wood inquired if the City had means of recourse if the one year

agreement was not meant. Ms. Palmer stated it has not been a problem in the past. Mr. Lenhard reported the total amount which benefitted the ten employees was less than \$17,000. Brian Brower, City Attorney, expressed his opinion the educated police officer was a benefit to the City and the return on investment was significant.

- Training & Certifications

Ms. Palmer reviewed the benefits Creating Corporate Culture that attracts the best employees

- Providing flexible work arrangements
- Maintaining a culture of trust, open communication and fairness
 - Newsletter
 - All Employee Meetings
 - Weekly executive staff meetings
- Defining our culture
- Developing supervisors

Ms. Palmer identified how the City could Remain Competitive in the Talent Market

- Offering a higher total rewards package than competitors
 - Annual market Analysis
 - Market Adjustments
- Competitive, yet sustainable benefits offerings

Ms. Palmer stated the City would be benchmarking against organizations of similar number of employees, similar budget and population size and reviewed the components important for comparison. Mayor Wood inquired if the geographical component was identified for benchmarking criteria. Ms. Palmer responded criteria for benchmarking would be collected from Utah organizations and was currently using 48. She briefly reviewed how the collected data how it was by the City. A discussion took place regarding the entities used for benchmarking and the City's benefit package. Ms. Palmer stated she was anticipating a ten percent move to the high deductible health plan this past July and reported the increase was actually twenty percent.

Adam Lenhard, City Manager, stated the Elected Officials' compensation needed to be addressed and indicated he had completed extensive research and was prepared to make recommendations. He distributed a handout of the City's current ordinance.

Mayor Wood suggested the compensation for the Mayor be reconsidered and compared the City's to Layton City. He believed the responsibilities and time commitment could sometimes exceed that of Layton City and stated there was personal expense associated with serving.

Mr. Lenhard indicated it had been fourteen years since the compensation for elected officials had been addressed and distributed some handouts. He proposed removing the elected officials' compensation from Title 1, Chapter 7, and amending Title 1, Chapter 6, Section 3, with verbiage in the new ordinance reflecting the compensation amount be included as a line item during the budget process. He suggested compensation beginning in 2014 would be part of the reopen budget process during the December 10, 2013 City Council meeting.

Councilmember Murray requested clarification of the specific recommendations. Mr. Lenhard distributed some possible proposals and emphasized the information provided in the handout was proprietary and couldn't be distributed.

Mr. Lenhard reminded the Council of the health in lieu benefit received by some members of the Council and stated staff was recommending that be eliminated and adjust the base compensation. He suggested the Council consider the job to serve appropriately entailed and therefore compensate appropriately. A discussion took place relative to the workload of the councilmembers and if the ordinance should reflect the compensation be part of the budget process.

Councilmember Young stated he would not be in support of increasing compensation for members of the City Council. He stated he could support an increase to the Mayor's compensation.

Mr. Lenhard requested any suggestions relative to compensation be forwarded directly to him for drafting an ordinance. Mayor Wood directed staff to change the ordinance and present it to Council prior to the end of the year.

UPDATE AND REVIEW OF VISION 2020

Adam Lenhard, City Manager, distributed a handout specific to the Vision 2020 Progress Report for the Council to review at its leisure. He stated after the newly elected officials had taken office, after the first of the year, the report would be reviewed and discussed during a more formal setting.

The meeting adjourned at 8:50 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
November 26, 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
	Mike Stenquist	Assistant Police Chief
	Scott Hodge	Public Works Director
	Kim Dabb	Operations Manager
	Eric Howes	Community Services Director
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Keri Benson – Councilmember Elect, Debbie Hill, David W. Hansen, Cary Fisher, Shirley Wang, Chris Williams, Ron Jones, Austin Naywong

Mayor Wood called the meeting to order at 6:03 p.m.

200 SOUTH CITIZENS MEETING

Mayor Wood announced the City had completed and reviewed a traffic study on 200 South which reflected speeds, number of vehicles, frequency and time of day. He introduced Adam Lenhard, City Manager, and announced he would be presenting the results of the studies conducted at four different times and staff's recommendation for 200 South.

Mr. Lenhard reminded the Council and residents that the last discussion relative to the reconstruction of 200 South took place in June. He stated 200 South had thirty one feet of asphalt, and commented the preferred width for City street was thirty six feet. He agreed it was narrower than the normal street and reviewed the reasons for the inconsistency:

- The new right of way for SR 193 didn't leave many options.
- Conflicts involved with the design process specific to the sewer line, storm drainage in conjunction with water lines and natural gas lines.

He surmised the conflicts dictated the best solution was to build the road exactly as it had been.

Mr. Lenhard reported during the month of June there were several contributors to inconveniences being experienced on 200 South:

- All SR 193 traffic was being directed to 200 South.
- Numerous construction vehicles associated with the project were in front of residents' homes.
- UDOT was completing construction at both ends of 200 South.

He agreed the road construction would be frustrating to residents.

He explained it was determined to complete a traffic study after the construction process and announced the City had evaluated the traffic patterns and volumes on 200 South and believed the results were consistent for a road with a limited access. He stated after much review it would be staff's recommendation the asphalt not be widened any further.

Mayor Wood asked for comment.

David Hansen, resident, expressed his opinion that nothing changed with the road with the exception of the width. He believed several residents had inquired about the City's intentions regarding potential changes to the width of 200 South in conjunction with the SR 193 extension and were repeatedly told that nothing would change. He expressed disagreement with the assertion that the SR 193 extension was one foot past the fence and believed the asphalt could have been extended. He believed that was a choice made by the City without involving the residents. He inquired why the City designated a specific standard for road widths if the standard was not followed.

Mayor Wood responded he would bear the responsibility for the lack of communication; however, all meetings were open and publicly noticed and commented maybe the City could have done more in regards to notifying residents of specific meetings in which the road project was being discussed.

Mayor Wood shared some results specific to the recently completed traffic study and pointed out oftentimes wider collector roads created a greater propensity for traffic traveling at a higher rate of speed. He mentioned he had spent personal time observing the traffic on 200 South and believed the road width was sufficient for its use.

Carrie Fisher, resident, commented traffic on 200 South had decreased since the opening of the SR 193 extension. She expressed concerns about the vinyl fence on the corner near the two stop signs possibly obstructing the view people ignoring the stop signs. Mayor Wood directed Chief Krusi to look into Ms. Fisher's concern.

Councilmember LeBaron inquired about the width of 1000 East near the library. Scott Hodge, Public Works Director, responded that street width had been decreased with the installation of the curb, gutter and sidewalk. Councilmember LeBaron pointed out there were times in which the City had to do its best with what was in existence relative to road improvements in areas in which development had been in place for a number of years. He expressed agreement with Mayor Wood's opinion the road was sufficient.

Councilmember Bush emphasized there were other roads within the City which didn't consist of the desired thirty six feet in width and agreed with Councilmember LeBaron that the standard was easier to implement in conjunction with new development. He believed the road had been completed the best way possible given the existing conditions.

Councilmember Shepherd responded he too had spent considerable time observing traffic on the road and pointed out there were only homes on north side of 200 South and expressed his opinion the street width was adequate.

Mayor Wood asked the Council if it had a desire to direct staff to do anything further with the road at this time. Councilmember Young inquired if any of the residents had a desire to express their concerns. One of the residents commented the road construction was complete and stated he was willing to move on.

Councilmember Murray agreed the City could have done more to educate the residents and mentioned she also lived in an area in which the observance of a stop sign was often neglected and understood that concern.

The Council expressed its support of staffs' recommendation to keep the road as it had been completed.

The meeting adjourned at 6:27 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. REGULAR SESSION
December 10, 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
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Steve Guy	Treasurer
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Blake Hazen, Koral Vasquez, Anthony Vasquez, Bob Bercher, Chuck Ulrich – Ulrich & Associates, CPA, Mitch Bowles – Boy Scout Troop 586, Nathan Lee, Heather Christopherson – Ulrich & Associates, Boy Scout Troop 160, Connor Baum, David Harper, Tom Checketts

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 Murray conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE OCTOBER 29, 2013 WORK SESSION AND THE NOVEMBER 26, 2013 REGULAR SESSION

Councilmember Murray moved to approve the minutes from the October 29, 2013 work session and the November 26, 2013 regular session as written, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

PUBLIC HEARING TO AMEND THE FISCAL YEAR 2014 BUDGET

Adam Lenhard, City Manager, stated State Law required a public hearing before the City Council approved amendments to the budget. Rich Knapp, Administrative Services Director, presented amendments for the Fiscal Year 2014 Budget during the work session held earlier in the evening. He stated the proposed changes to the Mayor and City Council compensation would be administered through the budget document because staff believed the budget process would comply with State Statute.

Mayor Wood opened the public hearing at 7:07 p.m.

Mayor Wood asked for public comments.

There were no public comments.

Councilmember Bush moved to close the public hearing at 7:09 p.m. seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT BLOCK GRANT ONE-YEAR ACTION PLAN AMENDMENTS FOR PROGRAM YEARS 2011-2012 AND 2012-2013

Scott Hess, Development Services Manager, explained staff prepared the proposed Community Development Block Grant (CDBG) amendments for the 2011-2012 and 2012-2013 program years. He reviewed the proposed amendments with the Council. He stated no written comments were received during the 30-day comment period.

Mayor Wood pointed out Clearfield City was designated as an entitlement City and didn't have to compete with other municipalities to receive the grant funds and explained how the funds were administered for projects within the City.

Mayor Wood opened the public hearing at 7:12 p.m.

Mayor Wood asked for public comments.

There were no public comments.

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

PUBLIC HEARING TO AMEND CLEARFIELD CITY CODE TITLE 11, CHAPTER 15, SIGN REGULATIONS

Scott Hess, Development Services Manager, stated an applicant submitted a sign plan application to upgrade the existing pole sign for the old Arby's restaurant building located at 729 North

Main Street in October 2013. He explained pole signs were formerly legal but had been made legal non-conforming uses due to code revisions in 2004. He informed the Council that the applicant then requested a zoning text amendment to consider allowing changes and upgrades to pole signs for businesses near freeway interchanges. He reviewed the proposed text amendments which would establish a Freeway Oriented Signage Overlay Zone for areas near Interstate-15 and included design standards for those signs. He pointed out the allowed distance from interchanges specific to freeway oriented signage would be a 700 foot radius, reinstating pole signs in those zones and potentially increasing sign size and requirements. He reviewed the specifics of the ordinance specific to the size of signs as well as illumination standards. He stated the Planning Commission reviewed the request at its meeting on Wednesday, December 4, 2013 and forwarded a recommendation for approval of the draft ordinance.

Councilmember Bush commented the Planning Commission had discussed the issue at length and complimented its efforts in providing the Council with its ordinance recommendation. He shared some of the height concerns, size and the respective discussions which took place during the meeting.

Mayor Wood opened the public hearing at 7:18 p.m.

Mayor Wood asked for public comments.

Tom Checketts, Layton, stated he owned property near the 700 South interstate off ramp and expressed a desire to bring businesses to Clearfield City. He pointed out the City had two interchanges that would be affected by the proposed ordinance. He added the sign ordinance would be imperative to development near both interchanges and hoped the discussion would cover both locations rather than just one specific property. He also expressed confidence with the Planning Commission's discussions and recommendations. He expressed concern for the allowed height of signage on his property because of tall trees near 700 South. He suggested the proposed ordinance be amended to allow for a maximum height of 80 to 100 feet for pole signs which he would need to promote business ventures near 700 South.

Councilmember Shepherd moved to close the public hearing at 7:21 p.m. seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

SCHEDULED ITEMS
CITIZEN COMMENTS

There were no citizen comments.

PRESENTATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING JUNE 30, 2013

Chuck Ulrich, Ulrich and Associates, P.C., presented Clearfield City's draft Comprehensive Annual Report (CAFR) for the year ending June 30, 2013. He emphasized he was waiting for the North Davis Fire District (NDFD) to submit its financial statement component that needed to be included in the report. He stated the report was a clean opinion and complimented City staff. He

announced all funds were healthy and the City was financially sound. He highlighted the following:

- General Fund Balance had an excess of approximately two million dollars which would needed to be appropriated within the next two years.
- The Public Utility Administration Fund which covers administrative costs for water, sewer, storm and solid waste was subsidized by approximately \$93,000 from the utility funds. He explained this fund was recently created to monitor and track the fees associated with non-payment of services. He pointed out the other Enterprise Funds were extremely healthy.

He expressed appreciation to the City staff and his staff for their efforts in completing the audit.

Mayor Wood concluded there were no significant findings as a result of the audit. Mr. Ulrich agreed with the Mayor's conclusion. Councilmember Murray inquired if the Council would be approving a "draft" of the CAFR since it didn't contain the NDFD's final report. Mr. Ulrich clarified the Council could accept the CAFR at this time and emphasized the report contained the appropriate information; it just couldn't be released until the NDFD audit report had been approved by its Board.

Councilmember Murray, also a NDFD Board member, mentioned the NDFD would be accepting its CAFER at its next meeting on Thursday, December 19, 2013.

Councilmember Young moved to accept Clearfield City's draft Comprehensive Annual Report (CAFR) for the year ending June 30, 2013, and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

APPROVAL OF ORDINANCE 2013-14 ENACTING A ZONING TEXT AMENDMENT TO THE CLEARFIELD CITY CODE, TITLE 11, CHAPTER 15 – SIGN REGULATIONS

Brian Brower, City Attorney, informed the Council that if it desired to include illumination restriction standards within the proposed ordinance, additional verbiage would need to be included in the motion. He continued the ordinance was originally presented to Council without specifics relating to illumination standards; however, Scott Hess, Development Services Manager, had presented them in the previous work session during which there had been a discussion.

Councilmember Shepherd expressed his opinion removal of some trees along 700 South could take place in conjunction with future development to address the height of pole signs in that area. Tom Checketts, developer, stated there were mature trees between the freeway and off-ramp which were further north along the interstate which would inhibit freeway visibility given the curve in the interstate near the 700 South interchange. He mentioned the trees were located on private property not owned by him which blocked visibility to his property.

Councilmember LeBaron inquired if the blue signs along the freeway announcing approaching restaurants could be used to advertise his business. Mr. Checketts responded those signs were beneficial to individuals planning ahead to stop and not necessarily the spontaneous traveler. Councilmember LeBaron commented the ordinance would be applied to the City as a whole and the requested taller sign could negatively impact some residents in other locations. Mr. Checketts responded many of the signs currently in existence were taller than the sixty foot standard which the Planning Commission was recommending. He stated he was in agreement with illumination standards.

A discussion took place regarding which residents could potentially be negatively impacted by taller signs near the freeway. Councilmember Bush expressed his opinion a taller sign might not have more of a negative impact on residents compared to a smaller sign which had a greater potential to give off more light. Councilmember LeBaron clarified his concern was for residents off 1000 East near the library. Councilmember Young inquired about the deliberations of the Planning Commission and why the designated eighty foot sign was being recommended. Councilmember LeBaron explained the Planning Commission deliberations were more specific to the square footage of the signage as opposed to the height of the sign. He pointed out Scott Hess, Development Services Manager, requested the Planning Commission recommend a standard it believed to be appropriate, which was between sixty to eighty feet.

Mayor Wood suggested the Council could accept the Planning Commission's proposal at this time and revisit the ordinance at a later date when more information regarding the development of property owned by Mr. Checketts was available. Mr. Checketts pointed out the discussion which took place by the Planning Commission was specific to the applicant who had acquired the Arby's building and its location. He expressed his opinion the discussion should have been more general to the City as a whole.

Mr. Hess responded staffs' recommendation was to adopt language from the sign ordinance as it was from 1980-2004 along commercial corridors which stated thirty feet in height and one hundred fifty square feet per side. He stated this was referred to as the "standard" as it was used in other areas of the City and the Council knew what to use as a comparison. He reported in reviewing the approval process for the McDonald's sign, the entitlement of one hundred feet tall was allowed because of the trees and sight lines from 650 North, specific to that location.

Councilmember Bush expressed agreement with the Mayor's suggestion to approve the text amendment specific to the Arby's location at this time and revisit the issue at a later date in order to accommodate future development at other locations within the City.

Councilmember LeBaron moved to approve Ordinance 2013-14 with the inclusion of illumination standards as discussed, enacting a Zoning Text Amendment to the Clearfield City Code, Title 11, Chapter 15 – Sign Regulations and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2013R-19 AUTHORIZING A LEASE AGREEMENT WITH LNR PARTNERS

LNR Partners was the landlord of a 125,000 square foot office building located at 888 South 2000 East, which had been vacant for more than a year. Prospective tenants required more parking than the building currently provided. Consequently, LNR had requested to lease from the City adjacent property for the purpose of expanding the building's parking facilities. The new parking would also serve a future City park.

Mike Ostermiller, LNR Properties, had aggressively been marketing the vacant Northrop Grumman building and reported it was very close to entering into lease agreements with two separate tenants. He explained one of the challenges in marketing the building was because it had been built for one large tenant and the parking was inadequate for multiple tenants. He indicated negotiations had taken place with City staff specific to parking solutions. He proposed LNR would enter into a long term lease agreement with both the City and the CDRA for construction of a parking facility. He emphasized LNR would incur the costs associated with the additional parking construction.

Brian Brower, City Attorney, explained the challenges in coming to agreement with the LNR Properties Board and distributed a hard copy page to members of the Council from the lease agreement which identified changes previously discussed with Mr. Ostermiller.

- Specific to the Option to Purchase – the inclusion of a phrase which reflected completion of an ALTA Survey of the Parcel commissioned and paid for by the Lessee
- Verbiage reflecting, “if the City Council desired to sell property to the Lessee, then the purchase price shall be for the amount equal to the rent”..... continuing on in paragraph 4.

Mr. Ostermiller expressed agreement with those previously discussed changes and stated he had received additional requested changes from his client since the last conversation with Mr. Brower:

- A typo on paragraph 3, instead of 2033 the year should be 2039. Mr. Brower responded that was correct.
- Paragraph 4 specific to “assignment”. He shared the scenario if his company chose to sell the building, it would also be desirous to “assign” the rights of the lease to the new purchaser or subsequent owner. He recommended the verbiage, “any sublease of the lease or the rights bestowed herein” striking the words “or assignment”. Mr. Brower commented he had no concerns with the language from a legal perspective and stated it would be up to the Council and a discussion took place.

Councilmember Young inquired about the first lease agreement he read which included language reflecting the City had the right to terminate with a two year notice. Mr. Brower responded the City originally drafted the lease agreement and reported LNR indicated that was not acceptable to it. He informed the Council it was LNR's position that it was investing approximately one million dollars toward the parking lot; therefore, it would not agree to allow the City the position to terminate the lease early. He reported that had been re-written to reflect it would be upon mutual agreement by both parties.

Mayor Wood shared the perspective of a tenant in a lease agreement position that it wouldn't want to be vulnerable to termination after investing significant funds to improve the building/facility. Councilmember Young expressed concern the City would want to protect its interest regarding the Lessee. Mr. Ostermiller remarked the use of the property by his client couldn't change without the permission of the City under the currently drafted lease agreement and Mr. Brower read from Paragraph 2 of the lease agreement which specified that language and concurred with Mr. Ostermiller's comments.

Mr. Ostermiller expressed an additional concern on behalf of his client specific to paragraph 18. He explained the provisions which defined when the Lessee would be in default of the lease. He stated his client had an objection specific to the verbiage reflecting "the filing of a mechanic's lien against the premises". He continued these types of liens were easily filed, oftentimes, without merit and Mr. Brower suggested language should be modified to reflect, "the failure to have removed any mechanic's liens". Mr. Ostermiller agreed and suggested his own verbiage of, "the failure to remove a validly filed mechanic's lien against the premises within a reasonable amount of time". Councilmember LeBaron requested clarification of a mechanic's lien. Mayor Wood responded by explaining a scenario in which a subcontractor on the parking lot would go to Davis County and file a lien or encumbrance against the property because he hadn't received payment for his services. Mr. Ostermiller added sometimes this practice was abused and it could take a significant amount of time on behalf of the property owner to resolve it through the legal process.

Mr. Brower stated he didn't have any legal concerns regarding the modifications suggested by Mr. Ostermiller, as long as the Council understood the changes and was willing to accept them.

Councilmember Bush expressed concern about selling some of the property previously designated for a City park. Mr. Brower explained LNR was currently experiencing time constraints specific with a tenant wanting to operate in the building. He continued if the City required a survey now and re-platted the properties, a significant amount of time would be lost for the property owner. He pointed out the parking lot would only use the northern 2.5 acres of the property and if the City conveyed that property then the ALPHA survey would need to be completed and the property would be re-platted at that time prior to the conveyance of property. He indicated there would be a 180 day period for the City and the CDRA to consider that determination. He pointed out LNR needed something from the City to illustrate its intent to consider selling the property to them in the future. He commented staff couldn't bind the City or the CDRA to anything specific; however, the property would be sold **as the City's contribution**. Councilmember Bush clarified the 2.5 acres had been identified in the agreement.

Councilmember Bush inquired what would happen if LNR desired to purchase the property prior to the two years which was identified in paragraph 4. Mr. Brower responded LNR couldn't obtain title to the property prior to the two year specification. Mayor Wood expressed his opinion regarding paragraph 4 – Sublease, Assignment or Transfer. He believed the verbiage was basic language and didn't understand LNR's concern as the additional language "shall not be reasonably withheld". Mr. Ostermiller responded his client's concern was with the word "Assignment" and explained his client's concern was if LNR chose to sell the property, it could enter into contract with an interested buyer and the City could at that time say no. Mr.

Ostermiller shared a hypothetical example in which the City could prohibit the sale and Mr. Brower shared another example. Mr. Ostermiller suggested language could be included which clarified “Assignment” in the agreement was specifically associated with the “Sale” of the property.

Councilmember Bush inquired if any of the concerns expressed by residents during the neighborhood meeting from Monday, December 9, 2013, needed to be addressed. Mayor Wood believed those concerns would need to be addressed during the site plan review process. Mr. Brower emphasized the parking lot had not been engineered and the City didn’t have an idea as to what it would look like the design to included so until that happened it would be difficult to address those issues in the lease agreement and believed the City’s ordinances would require approval not as the “Lessor” but as the municipal governing body for such projects. Mr. Ostermiller believed the City had double protection under the lease agreement because it would have to obtain permission pursuant to the terms of the lease in addition to the permits required to complete the project.

Mr. Ostermiller commented if the Sublease issue identified in paragraph 4 became a point of contention language could be included as follows, “any sublease or assignment not associated with the sale of the building located at...” Mayor Wood and Councilmember Shepherd expressed agreement for Mr. Ostermiller’s proposed verbiage. Mr. Brower stated he could agree to that language.

Councilmember Bush inquired if there were any intentions for remodeling/additions to the building. Mr. Ostermiller responded substantial improvements at a significant cost would be invested into the building prior to occupancy. JJ Allen, Assistant City Manager, shared information from a press release issued on behalf of EDCUtah for one of the proposed tenants of the building and commented 2.1 million dollars would be invested for improvements to the building and site. He clarified the 25 year lease would terminate in 2038 and requested that be changed in the agreement.

Mr. Ostermiller thanked the Mayor and Council for allowing the discussion on the Lease Agreement to take place and complimented Brian Brower, City Attorney, JJ Allen, Assistant City Manager and Adam Lenhard, City Manager, for their professionalism and interaction in working on the lease.

Mayor Wood inquired if there had been any response on behalf of Davis County for additional funding. Mr. Ostermiller reported it had been approved subject to a clawback provision and reported the issue was on the Council of Government (COG) agenda for Wednesday, December 11, 2013, to discuss the clawback provision.

Councilmember Young moved to approve Resolution 2013R-19 approving a lease agreement as amended per the discussions which took place during the meeting, for real property owned by Clearfield City and authorize the Mayor’s signature to any necessary documents, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.

APPROVAL OF THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AMENDMENTS FOR THE 2011-2012 AND 2012-2013 PROGRAM YEARS

Councilmember Shepherd moved to approve the Community Development Block Grant (CDBG) Amendments for the 2011-2012 and 2012-2013 Program Years 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, Shepherd and Young. Voting NO – None.

APPROVAL OF ORDINANCE 2013-13 AMENDING TITLE 1 OF THE CLEARFIELD CITY CODE

Staff prepared amendments to the Clearfield City Code Title 1, Chapters 6 and 7 to make appropriate updates for elected official compensation according to state statute.

Adam Lenhard, City Manager, clarified the amendment would simplify the way in which elected official compensation would be administered. He announced an additional suggestion was made during the previously held work session to strike the last sentence in paragraph B of the proposed ordinance.

Nancy Dean, City Recorder, requested Councilmember Murray's amendment to the proposed ordinance be mentioned during the policy session. Councilmember Murray explained paragraph B referenced specifics regarding compelling attendance in relation to a Quorum. She suggested the verbiage following the semi-colon, "...but a smaller number may adjourn from time to time and may compel the attendance of the absentees under such penalties as may be prescribed by this code or by ordinance" be eliminated as it was already addressed in State Code.

Councilmember Murray moved to approve Ordinance 2013-13 authorizing amendments to Title 1, Chapters 6 and 7, with the proposed amendment to Paragraph B eliminating, "...but a smaller number may adjourn from time to time and may compel the attendance of the absentees under such penalties as may be prescribed by this code or by ordinance" 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, Shepherd and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2013R-20 ADOPTING AMENDMENTS TO THE FISCAL YEAR 2014 BUDGET

Councilmember Murray inquired about the amendments specific to the CDRA (Community Development and Renewal Agency) where it identified funds being reallocated from the EDA (Economic Development Area) and RDA (Redevelopment Area) funds to reflect the sales tax revenue bond payment being made from the RDA. Adam Lenhard, City Manager, responded that specific amendment would be addressed during the CDRA meeting.

Councilmember Young announced he could not support an increase to the City Council compensation and requested it be stricken from the proposed ordinance. He stated he would be supportive of increasing the mayor's compensation to **\$1200 as opposed to the proposed \$1500** per month. He believed the increase would be appropriate because of the amount of time required by that position in representing the City.

Councilmember Murray stated she supported Councilmember Young's amendment to not support an increase to the City Council compensation; in addition she would also be supportive of the proposed \$826 per month increase to the mayor's compensation identified in the proposed ordinance.

Councilmember LeBaron stated the proposed mayoral compensation increase was two thirds of Layton City's mayor's compensation and that the position required a significant amount of time. He announced he would also be in support of increasing the mayor's compensation by \$826 per month, while striking the proposed \$250 per month increase for City Council compensation.

Councilmember Bush expressed agreement with Councilmember LeBaron's comments.

Councilmember LeBaron moved to approve Resolution 2013R-20 with the amendment that the \$250 per month City Council increase be eliminated, adopting amendments to the fiscal year 2014 budget 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 and Murray. Voting NO – Councilmember Young. ABSTAIN - Councilmember Shepherd.

COMMUNICATION ITEMS

Mayor Wood – nothing to report.

Councilmember Bush

1. Announced he had attended the City play and complimented the Community Services Department staff.
2. Expressed appreciation to the City staff for its hard work during the past year. He requested the department heads pass along his appreciation to their employees and members of the Planning Commission.
3. Expressed appreciation to Mayor Wood and Councilmember Murray for their time and service to the residents of the City. He stated each of them had been an asset to the Council.
3. Reminded the Council that the North Davis Sewer District (NDSD) would be conducting public hearings during its meeting on Thursday, December 12, 2013, concerning its budget and fee schedule.
4. Announced he would be out of the country from Saturday, January 18, 2014 through Sunday, January 26, 2014.

Councilmember LeBaron

1. Expressed appreciation to Mayor Wood for his service to the City.
2. Also expressed appreciation to Councilmember Murray and her husband Pat for their friendship. He appreciated her willingness to mentor him.

Councilmember Murray – nothing to report.

Councilmember Shepherd

1. Stated he had attended Steve Curtis, Layton City Mayor's, funeral last week. He complimented Mayor Wood for requesting flags be flown at half-mast as a sign of respect for Mayor. Curtis.
2. He commented he believed he would have huge shoes to fill when taking the Oath of Office as mayor to fill the vacancy created by Mayor Wood's choice to leave public office. He stated he would miss sitting next to Councilmember Murray during City Council meetings.
3. Complimented Community Services and the performing arts which took place this previous week. He stated the performance was excellent.
4. Thanked City staff for a great year.

Councilmember Young

1. Expressed appreciation to staff for its efforts with the budget and audit. He commented the recent audit reflected the results of the entire City staff.
2. He also expressed appreciation to Mayor Wood and Councilmember Murray for their service to the City. He commented it had been an honor and privilege to work with each of them.

Adam Lenhard, City Manager – nothing to report.

STAFFS' REPORTS

Nancy Dean, City Recorder

1. Reminded the Council and staff about the event scheduled for Tuesday, December 17, 2013, at 6:30 p.m. at Rooster's Restaurant.
2. She stated the City Council vacancy would be announced on Tuesday, December 31, 2013. She stated letters of interest could be submitted until Tuesday, January 14, 2014. She explained the Council would interview those candidates on Tuesday, January 28, 2014 after which an appointment would be made that evening.
3. Clarified no City Council meetings were scheduled until Tuesday, January 14, 2014.
4. Announced the Oath of Office Ceremony was scheduled for Monday, January 13, 2014, followed by a dinner.
5. Commented it had been a pleasure to serve with Mayor Wood and Councilmember Murray.

Brian Brower, City Attorney – announced it had been an honor and privilege to work with Mayor Wood and Councilmember Murray. He believed their work ethics were commendable and exemplary. He appreciated their inspiration to City staff in doing their very best. He stated they would both be missed.

JJ Allen, Assistant City Manager –

1. Reiterated the City's intentions were sincere and hopeful in attempting to get the Clearfield Station's development agreement ready for the meeting. He stated it had always been a desire for this sitting City Council to approve the agreement. He believed the Agreement would be ready to come before the City Council at its meeting on Tuesday, January 14, 2014.
2. Expressed appreciation to Mayor Wood and Councilmember Murray for their service to the City. He stated it had been a pleasure working with both of them.

Mayor Wood ceremonial passed the gavel to Mayor – Elect Mark Shepherd.

There being no further business to come before the City Council, **Councilmember Bush moved to adjourn as the City Council and reconvene as the Community Development and Renewal Agency at 8:42 p.m., seconded by Councilmember LeBaron. All voting AYE.**

The minutes for the CDRA are in a separate location

DRAFT

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. REGULAR SESSION
December 10, 2013

(This meeting was held following 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
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Steve Guy	Treasurer
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Blake Hazen, Koral Vasquez, Anthony Vasquez, Bob Bercher, Chuck Ulrich – Ulrich & Associates, CPA, Mitch Bowles – Boy Scout Troop 586, Nathan Lee, Heather Christopherson – Ulrich & Associates, Boy Scout Troop 160, Connor Baum, David Harper, Tom Checketts

Chair Murray called the meeting to order at 8:41 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE NOVEMBER 12, 2013 REGULAR SESSION

Director Shepherd moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the November 12, 2013 regular session, as written, seconded by Director Wood. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

PUBLIC HEARING TO RE-OPEN AND CONSIDER AMENDMENTS TO THE CDRA FISCAL YEAR 2014 BUDGET

State Law required a public hearing before the Board approved amendments to the CDRA budget. Rich Knapp, Administrative Services Director, presented amendments for the fiscal year 2014 budget.

Chair Murray opened the public hearing at 8:42 p.m.

Chair Murray asked for public comments.

There were no public comments.

Director Wood moved to close the public hearing at 8:43 p.m. seconded by Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

SCHEDULED ITEM:

APPROVAL OF RESOLUTION 2013R-07 ADOPTING AMENDMENTS TO THE CDRA FISCAL YEAR 2014 BUDGET

Adam Lenhard, City Manager, explained the City was adjusting the way it accounted for expenditures in designated project areas. He continued one of the restrictions associated with EDA's prohibited revenues from being used toward recreation facilities. He reported the City had completed an audit of its project areas to ensure the allocation from each EDA was not expending funds for the Aquatic Center and its associated Sales Tax Revenue Bond. He stated the main impact was on paper and basically reflected more accurately where the funds for payment were being recognized. He mentioned the net impact relative to revenue was neutral and clarified it was an accounting function in conjunction with completing the budget.

Director LeBaron moved to approve Resolution 2013R-07 adopting amendments to the CDRA fiscal year 2014 budget and authorize the Chair's signature to any necessary documents, seconded by Director Young. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.

APPROVAL OF RESOLUTION 2013R-08 AUTHORIZING A LEASE AGREEMENT WITH LNR PARTNERS

LNR Partners was the landlord of a 125,000 square foot office building located at 888 South 2000 East, which had been vacant for more than a year. Prospective tenants required more parking than the building currently provided. Consequently, LNR had requested to lease from the Clearfield Community Development and Renewal Agency (CDRA) adjacent property for the purpose of expanding the building's parking facilities. The new parking would also serve a future City park.

The following minutes are from the discussion specific to the Lease Agreement which took previously took place during the City Council regular session.

Mike Ostermiller, LNR Properties, had aggressively been marketing the vacant Northrop Grumman building and reported it was very close to entering into lease agreements for two separate tenants. He explained one of the challenges in marketing the building was because it had been built for one large tenant and the parking was inadequate for multiple tenants. He indicated negotiations had taken place with City staff specific to parking solutions. He proposed LNR would enter into a long term lease agreement with both the City and the CDRA for construction of a parking facility. He emphasized LNR would incur the costs associated with the additional parking construction.

Brian Brower, City Attorney, explained the challenges in coming to agreement with the LNR Properties Board and distributed a hard copy page from the lease agreement which identified changes previously discussed with Mr. Ostermiller. to members of the Council:

- Specific to the Option to Purchase – the inclusion of a phrase which reflected completion of an ALTA Survey of the Parcel commissioned and paid for by the Lessee
- Verbiage reflecting, “if the City Council desired to sell property to the Lessee, then the purchase price shall be for the amount equal to the rent”..... continuing on in paragraph 4.

Mr. Ostermiller expressed agreement with those previously discussed changes and stated he had received additional requested changes from his client since the last conversation with Mr.

Brower:

- A typo on paragraph 3, instead of 2033 the year should be 2039. Mr. Brower responded that was correct.
- Paragraph 4 specific to “assignment”. He shared the scenario if his company chose to sell the building, it would also be desirous to “assign” the rights of the lease to the new purchaser or subsequent owner. He recommended the verbiage, “any sublease of the lease or the rights bestowed herein” striking the words “or assignment”. Mr. Brower commented he had no concerns with the language from a legal perspective and stated it would be up to the Council and a discussion took place.

Councilmember Young inquired about the first lease agreement he read there was language reflecting the City had the right to terminate with a two year notice. Mr. Brower responded the City originally drafted the lease agreement and reported LNR indicated that was not acceptable to them. He informed the Council it was LNR’s position they were investing approximately one million dollars toward the parking lot and wouldn’t agree in allowing the City the position to terminate the lease early. He reported that had been re-written to reflect it would be upon mutual agreement of both parties.

Mayor Wood shared the perspective of a tenant in a lease agreement position that it wouldn’t want to be vulnerable to termination after investing significant funds to improve the building/facility. Councilmember Young expressed concern the City would want to protect its interest regarding the Lessee. Mr. Ostermiller remarked the use of the property by his client couldn’t change without the permission of the City under the currently drafted lease agreement and Mr. Brower read from Paragraph 2 of the lease agreement which specified that language and concurred with Mr. Ostermiller’s comments.

Mr. Ostermiller expressed an additional concern on behalf of his client specific to paragraph 18. He explained these provisions which defined when the Lessee would be in default of the lease. He stated his client had an objection specific to the verbiage reflecting “the filing of a mechanic’s lien against the premises”. He continued these types of liens were easily filed oftentimes without merit and Mr. Brower suggested language should be modified to reflect, “the failure to have removed any mechanic’s liens”. Mr. Ostermiller agreed and suggested his own verbiage of, “the failure to remove a validly filed mechanic’s lien against the premises within a reasonable amount of time”. Councilmember LeBaron requested clarification of a mechanic’s lien. Mayor Wood responded by explaining a scenario in which a subcontractor on the parking lot would go to Davis County and file a lien or encumbrance against the property because he hadn’t received payment for his services. Mr. Ostermiller added sometimes this practice is abused and it can take a significant amount of time on behalf of the property owner to proceed through the legal process.

Mr. Brower stated he didn’t have any legal concerns regarding the modifications suggested by Mr. Ostermiller, as well as the Council understood the changes and was willing to accept them.

Councilmember Bush expressed concern about selling some of the property previously designated for a City park. Mr. Brower explained LNR was currently experiencing time constraints specific with a tenant wanting to operate in the building. He continued if the City required a survey now and re-platted by the County would require a significant amount of time. He pointed out the parking lot would only use the northern 2.5 acres and if the City conveyed that property then the ALPHA survey would need to be completed and the property would be re-platted at that time prior to the conveyance of property. He indicated there would be a 180 day period for the City and the CDRA to consider that determination. He pointed out LNR needed something from the City to illustrate its intent to consider selling the property to them in the future. He commented staff couldn’t bind the City or the CDRA to anything specific; however, the property would be sold as the City’s contribution. Councilmember Bush clarified the 2.5 acres had been identified in the agreement.

Councilmember Bush inquired what would happen if LNR desired to purchase the property prior to the two years which was identified in paragraph 4. Mr. Brower responded LNR couldn’t obtain title to the property prior to the two years from now specification. Mayor Wood expressed his opinion regarding paragraph 4 – Sublease, Assignment or Transfer. He believed the verbiage was basic language and didn’t understand LNR’s concern as the additional language “shall not be reasonably withheld”. Mr. Ostermiller responded his client’s concern was with the word Assignment and explained his client’s concern was if LNR chose to sell the property, it could enter into contract with an interested buyer and the City could at that time say no. Mr. Ostermiller shared a hypothetical example in which the City could prohibit the sale and Mr. Brower shared another example. Mr. Ostermiller suggested language could be included which clarified “Assignment” in the agreement was specifically associated with the “Sale” of the property.

Councilmember Bush inquired if any of the concerns expressed by residents during the neighborhood meeting from Monday, December 9, 2013, needed to be addressed. Mayor Wood believed those concerns would need to be addressed during the site plan process. Mr. Brower

emphasized the parking lot had not been engineered and the City didn't have an idea as to what it would look like and until that happened it would be difficult to address those issues in the lease agreement and believed the City's ordinances would require approval not as the "Lessor" but as the Municipal Governing Body for such projects. Mr. Ostermiller believed the City had double protection under the Lease Agreement because it would have to obtain permission pursuant to the terms of the lease in addition to the permits required to complete the project.

Mr. Ostermiller commented if the Sublease issue identified in paragraph 4 became a point of contention language could be included as follows, "any sublease or assignment not associated with the sale of the building located at..." Mayor Wood and Councilmember Shepherd expressed agreement to Mr. Ostermiller's proposed verbiage. Mr. Brower stated he would agree with that language.

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Mr. Ostermiller thanked the Mayor and Council for allowing the discussion on the Lease Agreement to take place and complimented Brian Brower, City Attorney, JJ Allen, Assistant City Manager and Adam Lenhard, City Manager, for their professionalism and interaction in working on the lease.

Mayor Wood inquired if there had been any response on behalf of Davis County for additional funding. Mr. Ostermiller reported it had been approved subject to a clawback provision and reported the issue was on the Council of Government (COG) agenda for Wednesday, December 11, 2013, to discuss the clawback provision.

Brian Brower, City Attorney, requested the motion reflect the approval of the lease agreement as amended during the discussion in the City Council meeting.

Director Wood moved to approve Resolution 2013R-08 approving a lease agreement as amended during the discussion in the City Council meeting, for real property owned by the Clearfield Community Development and Renewal Agency 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 8:46 p.m., and reconvene as the City Council in a work session seconded by Director LeBaron. All voting AYE.**

Staff Report



To: Clearfield CDRA Board Members
From: JJ Allen, Assistant City Manager
Date: January 9, 2014
Re: Interlocal Agreement with Davis School District for Clearfield Station CDA

I. RECOMMENDED ACTION

Approve Resolution 2014R-01, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Davis School District and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement with Davis School District, 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 District. The CDRA has already executed similar Interlocal Agreements with Clearfield City and Davis County, 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 \$18.4 million would be the School District 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 2014R-01
 - Interlocal Cooperation Agreement with Davis School District

RESOLUTION NO. 2014R-01

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

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 School District (the “District”) 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 District whereby the District would either remit or cause to be remitted 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 District, 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 District, 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 _____, 2014.

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 _____, 2014, 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 SCHOOL DISTRICT**, a political subdivision of the State of Utah (the “School District”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the 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 School District, 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 School District 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 School District 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 School District 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 School District 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 School District 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 School District 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 School District. The School District 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 on behalf of the School District 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 School District unless the School District gives its consent in writing to the Agency.

8. **No Independent Duty.** The School District shall be responsible to either remit or cause to be remitted to the Agency only Tax Increment actually received by the School District. The School District shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on behalf of the School District 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 School District:
Davis School District
Attn: Board of Education
45 E. State Street

Farmington, UT 84025
Phone: (801) 402-5258
Facsimile: (801) 402-5249

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

School District: DAVIS SCHOOL DISTRICT

Attest:

By: _____
Its: Board President

Business Administrator

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

Attorney for Davis School District

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;

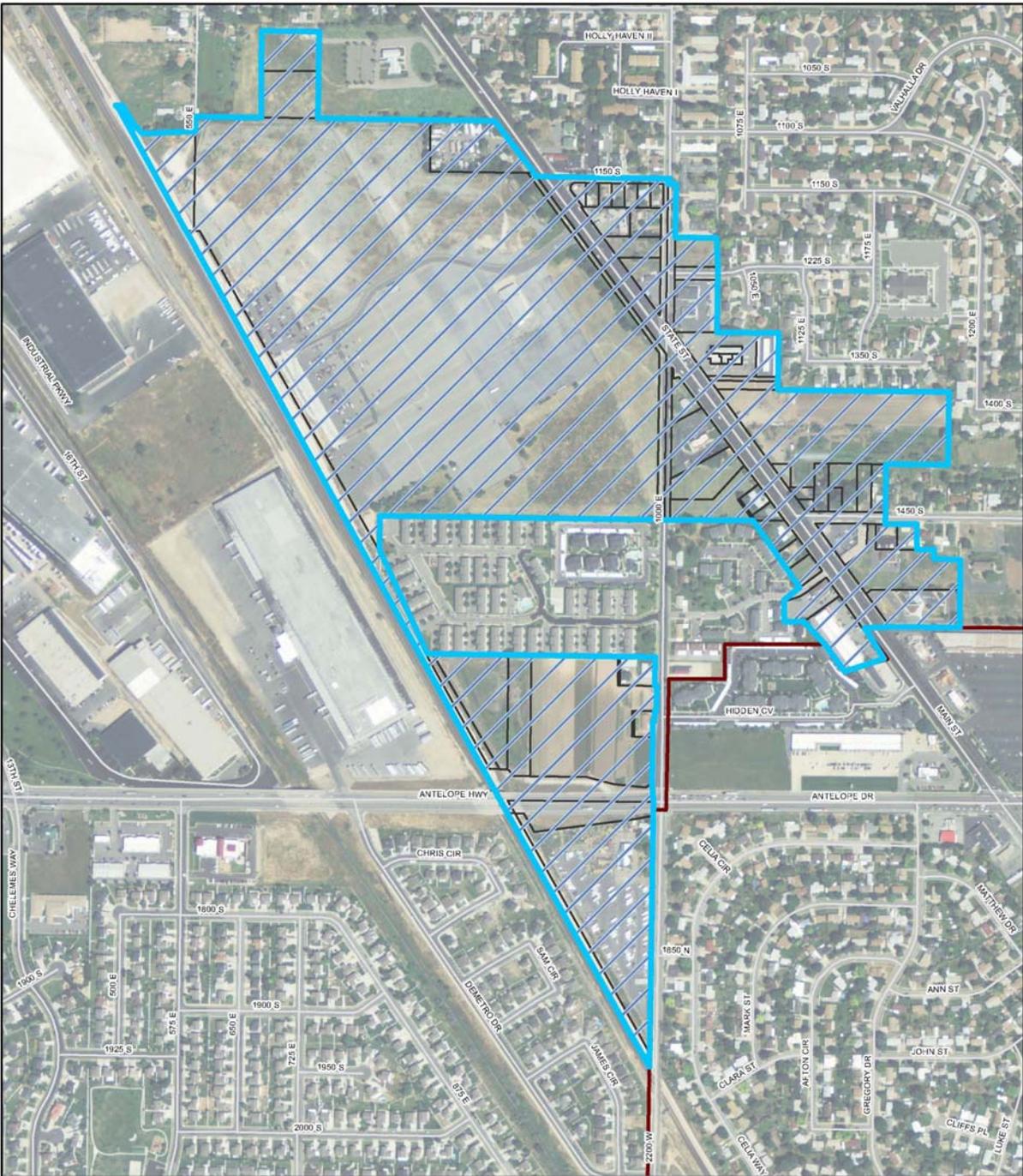
7) NORTH 30°59'27" WEST 80.97 FEET;

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

FINAL PROJECT AREA PLAN CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY, UTAH



ADOPTED OCTOBER 22, 2013


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

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-595-0700 - (TF) 800-591-1100 - (F) 801-595-2600 - WWW.LEWISYOUNG.COM



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INTRODUCTION

The Clearfield Community Development and Renewal Agency, Utah (the “Agency”), following thorough consideration of the needs and desires of Clearfield City (the “City”) and its residents, as well as the City’s capacity for new development, has carefully crafted this draft Project Area Plan (the “Plan”) for the Clearfield Station Community Development Project Area (the “Project Area”). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which is located around the UTA Frontrunner stop, near State Street between 1000 South and 1500 South. The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City and Agency have determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area.

UTAH CODE
§17C-4-101

RESOLUTION AUTHORIZING THE PREPARATION OF A DRAFT COMMUNITY DEVELOPMENT PROJECT AREA PLAN

Pursuant to the provisions of §17C-4-101 of the Community Development and Renewal Agencies Act (“Act”), the governing body of the Agency adopted a resolution authorizing the preparation of a draft community development project area plan on **December 11, 2012**.

Utah Code
§17C-4-102

RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

In order to adopt a community development project area plan, the agency shall;

- ☐ Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- ☐ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency’s deliberations and considerations regarding the Project Area; and
- ☐ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has allowed opportunity for input on the draft Project Area plan and has made a draft Project Area plan available to the public at the Agency’s offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback. The Agency held a public hearing on the draft plan on **October 22, 2013**.

DEFINITIONS

As used in this Community Development Project Area Plan:

The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

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

The term "**Base Taxable Value**" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-4-201(2) from which tax increment will be collected.

The terms "**City**" or "**Community**" shall mean Clearfield City.

The term "**Legislative Body**" shall mean the City Council of Clearfield which is the legislative body for the City.

The term "**Plan Hearing**" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-4-102.

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

The term "**Project Area Budget**" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☐ the base taxable value of property in the Project Area;
- ☐ the projected Tax Increment expected to be generated within the Project Area;
- ☐ the amount of Tax Increment expected to be shared with other Taxing Entities;
- ☐ the amount of Tax Increment expected to be used to implement the Project Area plan;
- ☐ the Tax Increment expected to be used to cover the cost of administering the Project Area plan;
- ☐ if the area from which Tax Increment is to be collected is less than the entire Project Area:
 - the tax identification number of the parcels from which Tax Increment will be collected; or
 - a legal description of the portion of the Project Area from which Tax Increment will be collected; and
- ☐ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

The term "**Project Area Plan**" shall mean the written plan that, after its effective date, guides and controls the community development activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference.

The term "**Taxes**" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

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

The term **“Tax Increment”** shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the Project Area designated in the Project Area Budget as the area from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the Base Taxable Value of the property.

UTAH CODE
§17C-4-103(1)

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

A legal description of the Project Area along with a detailed map of the Project Area is attached as, respectively, **Exhibit “A”** and **Exhibit “B”** and incorporated herein. The Project Area is located around the UTA Frontrunner stop, near State Street between 1000 South and 1500 South. Approximately 70 acres of the Project Area will be a master planned Transit-Oriented Development (TOD), including residential, office, and flex space uses. A small amount of retail (10,500 SF) is also planned. The remaining 56 acres is a mix of residential and commercial properties which are generally in need of re-investment and/or conversion to higher and better uses. The Project Area is comprised of 141.69 acres total, including approximately 64 affected parcels, equaling 126.41 acres of property (15.28 acres are rights of way).

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

UTAH CODE
§17C-4-103(2)

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE COMMUNITY DEVELOPMENT

GENERAL LAND USES

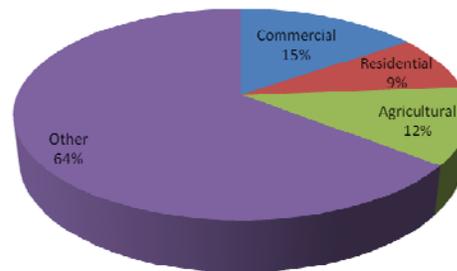
A significant amount of property within the Project Area consists of vacant and underutilized property not generating full beneficial tax base to the City or other taxing entities. Table I and Figure I summarize the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

Type	Acres	% of Area
Commercial	19.38	15%
Residential	10.69	8%
Agricultural	14.81	12%
Other*	81.53	64%
Total	126.41	100%

*Other includes land currently owned by UTA, Clearfield City, and religious groups.

FIGURE 1: LAND USES



Current zoning in the Project Area is primarily C-2 and M-1, and allows general commercial and manufacturing uses. The Mixed Use (MU) zoning sought for the ROD allows the contemplated uses which include flex space/light manufacturing, office buildings, retail, and residential uses. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including the goals and objectives in the City's General Plan.

LAYOUT OF PRINCIPAL STREETS

The principal streets are State Street (going northwest to southeast), 1000 East (going north to south), and Antelope Drive (going east to west). The Project Area map, provided in **Exhibit "A"**, shows the principal streets in the area.

POPULATION DENSITIES

Currently, there is very limited residential development within the Project Area which mostly consists of older homes on half- to third-acre lots and a mobile home park with about 25 units.

BUILDING INTENSITIES

Buildings in the area are generally commercial and industrial structures. The largest parcel (68 acres owned by UTA) is mostly undeveloped and used as parking for the FrontRunner UTA station.

UTAH CODE
§17C-4-103(2)

IMPACT OF COMMUNITY DEVELOPMENT ON LAND USE, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES AND BUILDING INTENSITIES

Community development activities within the Project Area will mostly consist of development and redevelopment of underutilized areas. The types of land uses will include: commercial/retail, office, light industrial, and residential. In order to redevelop the Project Area the Agency along with property owners, developers, and/or businesses will need to construct infrastructure improvements that enhance transportation and create better utilization of land.

GENERAL LAND USES

A majority of the land in the Project Area is owned by UTA and is planned to develop as a Transit-Oriented Development (TOD) around the existing FrontRunner station. It is estimated that the following development will be constructed as part of the TOD:

- 423,200 SF of flex space
- 488,700 SF of office
- 10,500 SF of retail
- 550 apartment units
- a 41,000 SF Charter School, and
- two parking decks containing 1,469 parking stalls total.

It is believed that this development will spark investment and renovation in the surrounding business community.

LAYOUT OF PRINCIPAL STREETS

The Agency anticipates that the development will require new roadways, most notably an east/west street through the middle of the 68-acre UTA parcel which will provide access to the mass transit site and to the new commercial and residential developments in the area. Realignment of two intersections along State Street are also planned to provide right-angle traffic light stops. All improvements along these streets are anticipated to spur development within all parts of the Project Area.

POPULATION DENSITIES

The Project Area will include some additional residential development, thus the population density is anticipated to increase. Approximately 550 apartment units are planned within the TOD site. It is possible that as land around the TOD site becomes more desirable for commercial purposes, some of the existing homes may be demolished or otherwise convert to business uses, but no specific plans have been made at this point.

BUILDING DENSITIES

Building densities will increase as some of the planned development will be multi-story structures. Also, the intent of this plan is to promote higher occupancy levels within current buildings and greater economic utilization of the land area.

UTAH CODE
§17C-4-103(3)

STANDARDS GUIDING THE COMMUNITY DEVELOPMENT

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

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

The general standards that will guide community development within the Project Area, adopted from the City's proposed General Plan are as follows:

Business attraction and expansion.

Clearfield City staff and community leaders should focus their marketing and recruitment efforts on a few "high yield" targets that will make a significant difference to the local economy.

Recruit, retain and expand employers.

Clearfield encourages existing firms to grow and expand their business operations, and focus business attraction efforts on established firms within the region that may need larger facilities or a new location within the region.

Spur revitalization.

It is anticipated that development within the Project Area and the improvements along State Street will be the catalyst to all future development and re-investment in the surrounding area.

UTAH CODE
§17C-4-103(4)

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the City, the County and the State.

The purposes of the Act will be attained as a result of the proposed Project Area by accomplishing the following items:

Provision for Commercial, Industrial, Public, Residential or Any Combination of These Uses

The Project Area Plan allows for commercial, retail, office, light manufacturing, and residential uses. Increased employment in the Project Area will create new jobs that will benefit residents throughout the City and the County.

Provision of Private or Public Infrastructure

The proposed Project Area will provide infrastructure to support significant development in the area, to include street, culinary water, sanitary sewer, and storm water infrastructure, and property acquisition. It is anticipated that the proposed infrastructure will spur additional development within the Project Area and the new traffic signal alignment with right-angle configurations will increase motor safety. Furthermore, the parking decks will provide for the necessary parking while accommodating a higher density development which will benefit the local taxing entities.

UTAH CODE
§17C-4-103(5)

CONFORMANCE OF THE PROPOSED DEVELOPMENT- TO THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated thereby conform to the City's General Plan and City Code in the following respects:

ZONING ORDINANCES

Any development contemplated within the Project Area shall conform to the City's land use ordinances, including "Title 11 Land Use" of the Clearfield City Code. Additionally, any development must be in harmony with the City's General Plan, including "Chapter 2 – Land Use." The current designation for the YOF property on the General Plan's Future Land Use Map is mixed use. Moreover, the Project Area Plan, and all proposed development conforms thereto.

BUILDING CODES

The Project will conform to all building codes that are currently imposed by the City including "Title 10-Building Regulations" of the City Code, as well as "Title 11 Land Use."

PLANNING COMMISSION

The Planning Commission will review any future development proposals contemplated in the Project Area and make such recommendation thereon to the City Council as may be needed to facilitate development in the Project Area.

UTAH CODE
§17C-4-103(6)

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The primary objectives of the community development include: 1) provide public infrastructure and parking deck capacity needed to develop the UTA TOD site; 2) realign traffic intersections to a right-angle configuration that will increase motor safety; and 3) create jobs.

UTAH CODE
§17C-4-103(7)

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY DEVELOPMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS

QUALIFIED OWNERS

This Project Area plan provides reasonable opportunities for owners of property in the Project Area to participate in the development and/or redevelopment of property in the Project Area through tax increment if they enter into a participation agreement with the Agency. The following general guidelines, which are all subject to final review, modification, and approval by the Agency, will apply in the Project Area:

- ☐ Owners may retain, maintain, and if necessary rehabilitate, all or portions of their properties;
- ☐ Owners may acquire adjacent or other properties in the Project Area;
- ☐ Owners may sell all or portions of their improvements to the Agency, but may also retain the land, and develop their properties;
- ☐ Owners may sell all or portions of their properties to the Agency and purchase other properties in the Project Area;
- ☐ Tenants may have opportunities to become owners of property in the Project Area, subject to the opportunities provided by owners of property in the Project Area; and
- ☐ Other methods as may be approved by the Agency.

DEVELOPERS CURRENTLY INVOLVED

Approximately 70 acres of the project area is owned by UTA. Clearfield Station, LLC (1165 E Wilmington Ave., Suite 275, Salt Lake City, Utah 84106), a joint venture company established between UTA and the Thackeray Garn Company, has been created to design and oversee the development of that property.

OTHER PARTIES

If no owner or tenant in the Project Area, as described above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area, is willing to become a developer, the Agency may identify other persons who may be interested in developing all or part of the Project Area. Potential developers will be identified by one or more of the following processes: public solicitation, requests for proposal (RFP) and requests for qualifications (RFQ), private negotiation, or some other method of identification approved by the Agency. All developers which are selected to develop within the Project Area will be subject to an Agreement for the Disposition

of Land (ADL), Development Agreement, Participation Agreement, or any combination of these performance agreements and obligations.

PERSONS EXPRESSING AN INTEREST TO BECOME A DEVELOPER

The Agency has not entered, nor does it intend to enter into any owner participation agreement or agreements with developers to develop all or part of the Project Area until after the Agency and the City have approved this Project Area plan.

UTAH CODE
§17C-4-103(8)

REASON FOR SELECTION OF THE PROJECT AREA

Currently, substantial vacant and underutilized land exists between State Street and the UTA FrontRunner station. Financial assistance is needed to incentivize the use of parking decks in place of the current acres of asphalt surface parking. Higher density parking structures will allow for additional office, business, and residential density in the area. Furthermore, it is anticipated that the development of this area will encourage re-investment and revitalization in the surrounding businesses along State Street.

UTAH CODE
§17C-4-103(9)

**DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC
CONDITIONS EXISTING IN THE PROJECT AREA**

PHYSICAL CONDITIONS

The Project Area consists of approximately 126.41 parcel acres (141.69 total acres) of relatively flat, publicly and privately owned land as shown on the Project Area map. The majority of the property is underutilized.

SOCIAL CONDITIONS

The Project Area suffers from a lack of social connectivity and vitality. There are very few residential units. There are currently no parks, libraries, or other social gathering places in the Project Area.

ECONOMIC CONDITIONS

The area has suffered from a lack of reinvestment related to: 1) physical dilapidation and overall unattractive appearance of the area; 2) lack of cohesiveness; 3) the need for additional and adequate infrastructure in the area; and 4) lack of economic density and land utilization.

UTAH CODE
§17C-4-103(10)

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

Tax Increment arising from the development of the Project may be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes for any period of time the Agency may deem to be appropriate under the circumstances.

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

- ☐ Foster and accelerate economic development;
- ☐ Stimulate job development;
- ☐ Promote the use of transit and the walkability of the area;
- ☐ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☐ Promote an urban environment where residents can live, work, and play;
- ☐ Assist with property acquisition and/or land assembly; and
- ☐ Provide attractive development for high-quality commercial/light industrial tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and Interlocal Agreement will formally establish the participation percentage and timeframe for each taxing entity. With this understanding, the following represents an estimate of the total sources and uses of tax increment based on initial development assumptions.

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Amount
Davis County	75%	20-Year Tranches Triggered Individually, 35-Year Total Project Life Maximum	\$5,073,371
Davis County School District	75%		\$18,957,125
Clearfield City	75%		\$3,917,661
Weber Basin Water Conservancy District	75%		\$457,060
Davis County Mosquito Abatement District	75%		\$224,177
North Davis Sewer District	75%		\$2,230,890
North Davis Fire District	75%		\$3,142,834
County Library	75%		\$846,650
Total Sources of Tax Increment Funds			\$34,849,768

TABLE 4: USES OF TAX INCREMENT

Uses	Amount
CDA Administration @ 5%	\$1,742,488
CDRA Development Incentive Fund (From Parcels Outside the TOD Site)	\$4,665,344
Project Area Infrastructure and Improvements (From Parcels Inside the TOD Site)	\$28,441,936
Total Uses of Tax Increment Funds	\$34,849,768

UTAH CODE
§17C-4-103(11)

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

UTAH CODE
§17C-4-103(11)(a)

THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

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

It is estimated that the development of the area will result in approximately 940 new jobs. These jobs will likely result in an average annual wage of approximately \$41,591.¹ Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Business growth will generate corporate income taxes.

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

UTAH CODE
§17C-4-103(11)(b)

THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

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

Businesses will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

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

¹ Based on Utah Department of Workforce Services, Wage and Occupational Openings Report, Ogden-Clearfield Metro, 2012

UTAH CODE
§17C-4-103(12)

OTHER INFORMATION THAT THE AGENCY DETERMINES TO BE NECESSARY OR ADVISABLE

Cost/Benefit Analysis

Based on the land use assumptions, current economic and market demand factors, Tax Increment participation levels, as well as public infrastructure, land assemblage and incentive needs, the following table outlines the benefits (revenues) and costs (expenditures) anticipated within the Project Area. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area. This does not factor in the benefit of other multipliers such as job creation, disposable income for retail consumption, etc. As shown below, the proposed Project Area will create a net benefit for Clearfield City.

TABLE 5: COST/BENEFIT ANALYSIS

REVENUES	Total	NPV @ 4%
Property Tax	\$7,725,069	\$3,247,654
Sales Tax	\$3,419,570	\$1,533,056
Energy Sales & Use Tax (Natural Gas)	\$2,812,819	\$1,099,780
Energy Sales and Use Tax (Electric)	\$13,049,834	\$5,004,410
TOTAL REVENUES	\$27,007,291	\$10,884,900
EXPENDITURES	Total	NPV @ 4%
Estimated CDA Budget	\$3,917,661	\$1,931,425
General Government	\$3,752,240	\$1,574,521
Public Safety	\$5,422,584	\$2,275,434
Highways & Public Improvements	\$1,960,143	\$822,519
Community Services	\$5,408,514	\$2,269,530
Community Development	\$716,280	\$300,567
TOTAL EXPENDITURES	\$21,177,422	\$9,173,995
TOTAL REVENUE <i>minus</i> TOTAL EXPENDITURES	\$6,546,150	\$1,710,905

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA: CLEARFIELD STATION CDA

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

EXHIBIT B
PROJECT AREA MAP





EXHIBIT C

PARCEL LIST

Parcel Number	Owner	Acres
090200031	CLEARFIELD CITY	2.30
090220005	LAYTON, LARRY W	0.17
090220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, VITO	0.14
090220007	GOLDEN SPRING HOMES LLC	0.08
090220009	ARNDT, RICHARD D & PATSY A	0.16
090220010	LAYTON, ZACHERY & MARILYN	0.49
090220011	BENNION, KIM-OANH T	0.33
090220012	HAMILTON, WILLIAN DONALD & MARY	0.33
090220026	LAYTON, ORSON RAY - TRUSTEE	0.25
090220027	CHELEMES, CHRIS J & MAGADALINE S--TRUSTEES	0.26
090220030	LAYTON, ORSON RAY - TRUSTEE	0.28
090220034	COMMUNITY TREATMENT ALTERNATIVES	0.25
090220035	COMMUNITY TREATMENT ALTERNATIVES	0.28
090220040	LAYTON, HATTIE W - TRUSTEE	7.71
090220042	LAYTON, KENT B & PEGGY	0.41
090220048	CLEARFIELD CENTER LLC	0.70
090220050	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH	1.61
090220069	WINWARD, RICHARD B & PAULINE K - TRUSTEES	2.08
090220094	FONG ENTERPRISES, L C - ETAL	0.63
090220103	KEYPERS L L C	0.50
090220107	CHELEMES, SAM J & ELSIE M --TRUSTEES	0.17
090220146	CHELEMES, SAM J & CHRIS J	0.02
090220147	LAKELINE PROPERTIES LC	1.50
090220151	D VIII FAMILY LLC	0.67
090220154	LAYTON, JEFF	0.30
090220155	LAYTON, JEFF	0.16
090220158	FOWERS, DON E. & JANETTE J. -ETAL-	1.13
090220159	DOMINGUEZ, PABLO F & MARIA F	0.33
092450002	WENDYS OLD FASHIONED HAMBURGERS OF NEW YORK, INC	1.21
092450003	CHELEMES, CHRIS J--ETAL-TRUSTEES	0.42
092450004	MADEC ENTERPRISES LC	1.14
092450005	CHELEMES ENTERPRISES LLC	1.14
092880001	THOMASON, DAVID B & GILENE M	-
092880002	JACOB, JEFFEREY L & YE S	-
092880003	JACOB, JEFFEREY L & YE S	-
092880004	JACOB, JERREREY L & YE S	-
092880005	ASSOCIATION OF UNIT OWNERS OF FALCON PLAZA COMMERCIAL CONDOS	1.22
120660012	WOOD, LYNN W & SHIRLEE F - TRUSTEES - ETAL	0.50
120660051	SANDERS, AMY JEAN WOOD DODART - ETAL	0.61
120660071	UTAH TRANSIT AUTHORITY	68.25
120660082	UTAH TRANSIT AUTHORITY	0.08
120660093	CLEARFIELD CITY A MUNICIPAL CORPORATION	1.38
120660094	CLEARFIELD CITY CORPORATION	2.36
120660095	UTAH TRANSIT AUTHORITY	0.51



Parcel Number	Owner	Acres
120660096	KALLAS, GUS J - TRUSTEE	0.54
120660097	KALLAS, GUS J - TRUSTEE	0.27
120660098	KALLAS, GUS J - TRUSTEE	6.83
120670024	MARJAN PROPERTIES INC	0.45
120670063	CLEARFIELD CITY	1.09
120670064	CLEARFIELD CITY	1.32
120670067	STEVEN H & BARBARA J COOMBS FAMILY LIMITED PARTNERSHIP	2.00
120670081	MARJAN PROPERTIES INC	0.56
120670138	UTAH TRANSIT AUTHORITY	0.03
120670139	UTAH TRANSIT AUTHORITY	1.81
120670141	UTAH TRANSIT AUTHORITY	0.08
120720002	BOATRIGHT, JESSICA L	0.16
120720004	LEYBA, JAKE D	0.15
120720006	MURRAY, DEE A	0.15
120720008	GRAHAM, BEN RICHARD	0.15
120720010	GRAHAM, BEN RICHARD	0.15
120720012	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.15
120720014	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.12
120740033	JOHNSON, DON K & ROSEMARIE - TRUSTEES	7.62
120740034	UTAH DEPARTMENT OF TRANSPORTATION	0.71
Total		126.41

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Draft Project Area Budget

PROJECT AREA BUDGET CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY, UTAH



OCTOBER 2013


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

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-595-0700 - (TF) 800-591-1100 - (F) 801-595-2600 - WWW.LEWISYOUNG.COM



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SECTION 1: INTRODUCTION

The Clearfield Community Development and Renewal Agency, Utah (the “Agency”), following thorough consideration of the needs and desires of Clearfield City (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the Clearfield Station Community Development Project Area (the “Project Area”). The Plan and Project Area Budget (the “Budget”) are the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the property within the Project Area which is located around the UTA Frontrunner stop, near State Street between 1000 South and 1500 South.

This is predicated upon certain elements, objectives and conditions outlined in the Plan and is intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan. The Budget outlines the proposed sources and uses of funds needed to make the Plan successful.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Terms defined in the Plan will have the same definition applied where said terms are used in this Budget.

SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area is located around the UTA Frontrunner stop, near State Street between 1000 South and 1500 South. Approximately 70 acres of the Project Area will be a master planned Transit-Oriented Development (TOD), including residential, office, charter school, and flex space uses. A small amount of retail (10,500 SF) is also planned. The Project Area is comprised of 141.69 acres total, including approximately 64 affected parcels, equaling 126.41 acres of property (15.28 acres are rights of way).

TABLE 2.1: DESCRIPTION OF PROJECT AREA

Existing Land Uses	% of Area
Commercial	15%
Residential	8%
Agricultural	12%
Other	64%

The Project Area encompasses all of the parcels detailed in [APPENDIX A](#).

A map and legal description of the Project Area are attached hereto in [APPENDIX B](#).

SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET

The purpose of this Budget is to provide the financial framework necessary to implement the Plan. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of this Budget.

BASE YEAR VALUE

The Agency has determined that the base year property tax value for the Budget will be the total taxable value (including real and personal property) for the 2013 tax year which is currently estimated to be \$9,977,882. Using the 2013 tax rates established within the Project Area the property taxes levied equate to \$158,551 annually. Accordingly, this amount will continue to flow thru to each taxing entity proportional to the amount of the tax rate being levied.

PAYMENT TRIGGER

This Budget will have a thirty-five year (35) duration from the date of the first tax increment receipt. Parcels will be triggered in groupings within the 35-year period. Each grouping or “tranche” will have a maximum duration of 20 years. No parcel may be triggered more than once and no parcel will contribute tax increment for more than 20 years. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1. In no case will the Agency trigger increment collection from the first tranche after March 1, 2017. Triggering the first tranche will commence the 35-year, maximum duration time period.

PROJECTED TAX INCREMENT REVENUE – TOTAL GENERATION

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that development will begin in the Project Area in 2014. The contemplated development will generate significant additional property and sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 31st) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as tax year 2015 or as late as 2020. It is currently estimated that during the 35-year life of the Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$68.7 million or \$28.9 million in terms of net present value (NPV).¹ This amount is over and above the \$5.5 million of base taxes that the property would generate over 35 years at the \$158,551 annual amount it currently generates.

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

SECTION 4: PROPERTY TAX INCREMENT

PROPERTY TAX INCREMENT SHARED WITH CDRA

While property Tax Increment generated within the Project Area is expected to be approximately \$68.7 million over 35 years, only a portion of this increment will be shared with the Agency. It is anticipated that all taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. It is anticipated that all taxing entities will contribute 75% of their respective tax increment for 20 years during each tranche with a maximum project life not to exceed 35 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.1 shows the amount of tax increment shared with the Agency assuming the participation levels discussed above.

The tax increment will be calculated using the current year’s tax rate adopted by each taxing entity, as adjusted by the County in accordance with applicable state law.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Davis County	75%	20-Year Tranches Triggered Individually, 35-Year Total Project Life Maximum	\$5,073,371	\$2,501,196
Davis County School District	75%		\$18,957,125	\$9,345,952
Clearfield City	75%		\$3,917,661	\$1,931,425
Weber Basin Water Conservancy District	75%		\$457,060	\$225,333
Davis County Mosquito Abatement District	75%		\$224,177	\$110,520
North Davis Sewer District	75%		\$2,230,890	\$1,099,839
North Davis Fire District	75%		\$3,142,834	\$1,549,432
County Library	75%		\$846,650	\$417,402
Total Sources of Tax Increment Funds			\$34,849,768	\$17,181,101

USES OF TAX INCREMENT

The majority of the tax increment collected by the Agency will be used to offset certain public infrastructure costs necessary to accommodate development in the Project Area. Approximately 5% will be used to offset the administration costs of the Agency, with the remaining funds to be used for development incentives, infrastructure and improvements. Public infrastructure costs will include improvements to transportation, parking, culinary water, sanitary sewer, and storm drain systems.

TABLE 4.2: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
CDA Administration @ 5%	\$1,742,488	\$859,055
CDRA Development Incentive Fund (From Parcels Outside the TOD Site)	\$4,665,344	\$2,006,046
Project Area Infrastructure and Improvements (From Parcels Inside the TOD Site)	\$28,441,936	\$14,316,000
Total Uses of Tax Increment Funds	\$34,849,768	\$17,181,101

PROJECTED TAX INCREMENT REMAINING WITH TAXING ENTITIES

It is anticipated that all taxing entities will receive 25% of their respective property tax increment generated within the Project Area during the duration of the Budget and all tax increment thereafter. Taxing entities will also receive 100% of their respective property tax increment on parcels within a tranche before they are triggered and after the 20-year collection period for those parcels has been completed (or until the 35 year period expires or \$35 million in increment is paid to the Agency). The City, County and the State will retain their entire portion of incremental sales tax. The table below describes the forecasted property tax benefit that each taxing entity will retain during the duration of the Project Area Budget. This is in addition to the base taxes currently being generated within the Project Area.

TABLE 4.3: RETAINED PROPERTY TAX INCREMENT

Entity	Total	NPV at 4%
Davis County	\$4,930,593	\$1,704,517
Davis County School District	\$18,423,625	\$6,369,086
Clearfield City	\$3,807,408	\$1,316,229
Weber Basin Water Conservancy District	\$444,198	\$153,560
Davis County Mosquito Abatement District	\$217,868	\$75,318
North Davis Sewer District	\$2,168,107	\$749,519
North Davis Fire District	\$3,054,387	\$1,055,908
County Library	\$822,823	\$284,452
Total Revenue	\$33,869,010	\$11,708,588

A multi-year projection of tax increment along with development assumptions is including in [APPENDIX C](#).

BASE YEAR PROPERTY TAX REVENUE

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area (“Base Taxes”). The current assessed value is estimated to be \$9,902,001. Based upon the 2013 tax rates in the area, the collective taxing entities are receiving \$158,551 in property tax annually from this Project Area. This equates to approximately \$5.5 million over the 35 year life of the Project Area. In addition to the Base Taxes received by the taxing entities, an additional \$33.9 million of property tax increment is expected to be retained by the taxing entities over 35 years, totaling approximately \$39.4 million of property tax revenue.

TABLE 4.4: TOTAL BASE YEAR AND PROPERTY TAX INCREMENT TO TAXING ENTITIES (OVER 35 YEARS)

Entity	Total Base Year Property Tax	Total Retained Tax Increment	Total Base and Retained Taxes
Davis County	\$807,855	\$4,930,593	\$5,738,448
Davis County School District	\$3,018,625	\$18,423,625	\$21,442,250
Clearfield City	\$623,826	\$3,807,408	\$4,431,234
Weber Basin Water Conservancy District	\$72,780	\$444,198	\$516,977
Davis County Mosquito Abatement District	\$35,697	\$217,868	\$253,565
North Davis Sewer District	\$355,234	\$2,168,107	\$2,523,342
North Davis Fire District	\$500,447	\$3,054,387	\$3,554,835
County Library	\$134,816	\$822,823	\$957,639
Total Revenue	\$ 5,549,279	\$33,869,010	\$ 39,418,290

TOTAL ANNUAL PROPERTY TAX REVENUE FOR TAXING ENTITIES AT CONCLUSION OF PROJECT

As described above, the collective taxing entities are currently receiving approximately \$158,551 in property taxes annually from this Project Area. At the end of the life of the project area, the taxing entities will receive all of their respective tax increment thereafter. At the end of 35 years an additional \$2,653,047 in property taxes annually is anticipated, totaling approximately \$2,811,598 in property taxes annually for the area. But for the assistance provided by the CDRA through tax increment revenues, this increase of approximately 1,673 percent in property taxes generated for the taxing entities would not be possible.

TABLE 4.5: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Davis County	\$23,082	\$386,226	\$409,308
Davis County School District	\$86,246	\$1,443,170	\$1,529,416
Clearfield City	\$17,824	\$298,244	\$316,068
Weber Basin Water Conservancy District	\$2,079	\$34,795	\$36,875
Davis County Mosquito Abatement District	\$1,020	\$17,066	\$18,086
North Davis Sewer District	\$10,150	\$169,833	\$179,983
North Davis Fire District	\$14,298	\$239,258	\$253,557
County Library	\$3,852	\$64,454	\$68,306
Total Revenue	\$158,551	\$2,653,047	\$2,811,598

SECTION 5: COST/BENEFIT ANALYSIS

ADDITIONAL REVENUES

Sales tax

Incremental sales and use tax will flow more quickly to the Agency considering sales tax is generated as soon as an entity begins transacting business. In addition, the sales and use tax is paid either monthly or quarterly to the City, County, and State. It is estimated that incremental sales tax would begin flowing to the City, County, and State as early as 2014 and as late as 2020. The estimated new incremental sales tax generated within the project² for the 35-year life of this Master Budget for the City, County and State is approximately \$9.8 million. The sales tax benefit to the City over the life of the project is approximately \$3.4 million or \$1.5 million NPV.

Other Tax Revenues

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

Table 5.1 shows the total revenues generated by the project. This total includes the anticipated property tax increment shared with the Agency by the taxing entities, the City's portion of incremental property tax, and the City's portion of sales tax, and energy sales and use tax.

TABLE 5.1: TOTAL REVENUES

Entity	Incremental Revenues (above Base)			Total
	Property Tax	Sales Tax	Franchise Taxes	
Davis County (including Library)	\$11,673,437	\$1,538,807	\$0	\$13,212,244
Davis County School District	\$37,380,749	\$0	\$0	\$37,380,749
Clearfield City	\$7,725,069	\$3,419,570	\$15,862,652	\$27,007,291
Weber Basin Water Conservancy District	\$901,258	\$0	\$0	\$901,258
Davis County Mosquito Abatement District	\$442,046	\$0	\$0	\$442,046
North Davis Sewer District	\$4,398,997	\$0	\$0	\$4,398,997
North Davis Fire District	\$6,197,222	\$0	\$0	\$6,197,222
State of Utah	\$0	\$4,872,887	\$0	\$4,872,887
Total Revenue	\$68,718,778	\$9,831,264	\$15,862,652	\$94,412,695

ADDITIONAL COSTS

The development anticipated within the Project Area will also likely result in additional costs to general government operations. These costs, along with the estimated budget to implement the Project Area Plan are identified below. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area.

² Includes only the estimated new sales to the City, County, and State, respectively.

TABLE 5.2: TOTAL EXPENDITURES

Entity	Incremental Expenditures (above Base)			Net Incremental Benefit
	CDA Budget	General Government Operations	Total	
Davis County (including Library)	\$5,920,021	\$4,060,331	\$9,980,351	\$3,231,893
Davis County School District	\$18,957,125	\$2,821,283	\$21,778,408	\$15,602,342
Clearfield City	\$3,917,661	\$17,259,761	\$21,177,422	\$5,829,870
Weber Basin WCD	\$457,060	\$281,340	\$738,400	\$162,858
Davis County Mosquito	\$224,177	\$15,377	\$239,554	\$202,491
North Davis Sewer District	\$2,230,890	\$38,764	\$2,269,655	\$2,129,343
North Davis Fire District	\$3,142,834	\$386,386	\$3,529,220	\$2,668,001
State of Utah	\$0	\$0	\$0	\$4,872,887
Total Revenue	\$34,849,768	\$24,863,242	\$59,713,010	\$34,699,685

The total net benefit to the taxing entities of implementing the project area is approximately \$34.7 million.



APPENDIX A: PARCEL LIST

Parcel Number	Owner	Acres
090200031	CLEARFIELD CITY	2.30
090220005	LAYTON, LARRY W	0.17
090220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, VITO	0.14
090220007	GOLDEN SPRING HOMES LLC	0.08
090220009	ARNDT, RICHARD D & PATSY A	0.16
090220010	LAYTON, ZACHERY & MARILYN	0.49
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090220012	HAMILTON, WILLIAN DONALD & MARY	0.33
090220026	LAYTON, ORSON RAY - TRUSTEE	0.25
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090220030	LAYTON, ORSON RAY - TRUSTEE	0.28
090220034	COMMUNITY TREATMENT ALTERNATIVES	0.25
090220035	COMMUNITY TREATMENT ALTERNATIVES	0.28
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090220155	LAYTON, JEFF	0.16
090220158	FOWERS, DON E. & JANETTE J. -ETAL-	1.13
090220159	DOMINGUEZ, PABLO F & MARIA F	0.33
092450002	WENDYS OLD FASHIONED HAMBURGERS OF NEW YORK, INC	1.21
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092880004	JACOB, JERREREY L & YE S	-
092880005	ASSOCIATION OF UNIT OWNERS OF FALCON PLAZA COMMERCIAL CONDOS	1.22
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120660097	KALLAS, GUS J - TRUSTEE	0.27
120660098	KALLAS, GUS J - TRUSTEE	6.83
120670024	MARJAN PROPERTIES INC	0.45
120670063	CLEARFIELD CITY	1.09



Parcel Number	Owner	Acres
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120670067	STEVEN H & BARBARA J COOMBS FAMILY LIMITED PARTNERSHIP	2.00
120670081	MARJAN PROPERTIES INC	0.56
120670138	UTAH TRANSIT AUTHORITY	0.03
120670139	UTAH TRANSIT AUTHORITY	1.81
120670141	UTAH TRANSIT AUTHORITY	0.08
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120720004	LEYBA, JAKE D	0.15
120720006	MURRAY, DEE A	0.15
120720008	GRAHAM, BEN RICHARD	0.15
120720010	GRAHAM, BEN RICHARD	0.15
120720012	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.15
120720014	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.12
120740033	JOHNSON, DON K & ROSEMARIE - TRUSTEES	7.62
120740034	UTAH DEPARTMENT OF TRANSPORTATION	0.71
Total		126.41

APPENDIX B: MAP AND LEGAL DESCRIPTION

The following described real property is located in Davis County, Utah:

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



**APPENDIX C: MULTI-YEAR BUDGET AND DEVELOPMENT
ASSUMPTIONS**

Clearfield Redevelopment Agency
Clearfield Station CDA

Table A.4.2: Pro Forms for Parcels Outside UTA Site

Taxable Property Schedule (2012)																														
Parcel ID	Owner	Acres	Building SF	Land Value	Building Value	Total Real Property	Taxable Value	Tax District	Current Use	Change	Future Use	Future Building SF	Future Land	Future Building	Future Personal Property	Exemption	Total Future Taxable Value	Difference												
90200031	CLEARFIELD CITY	2.30	-	\$10,019	\$0	\$10,019	\$0	13	Roadway	No Change	Roadway	0	\$0			0%	\$0	\$0												
90220005	LAYTON, LARRY W	0.17	-	\$48,800	\$0	\$48,800	\$48,800	13	Residential	Redeveloped Comme Land Assemble with L	2068	\$66,749	\$169,588	\$25,438	0%	\$261,775	\$212,975													
90220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, L	0.14	1,129.00	\$24,880	\$26,437	\$51,317	\$51,317	13	Residential	Redeveloped Comme Land Assemble with L	1703	\$54,970	\$139,661	\$20,949	0%	\$215,679	\$164,262													
90220007	GOLDEN SPRING HOMES LLC	0.08	765.00	\$19,421	\$32,375	\$51,796	\$51,796	13	Residential	Redeveloped Comme Land Assemble with L	973	\$11,411	\$79,805	\$11,971	0%	\$123,188	\$71,392													
90220009	ARNDT, RICHARD D & PATSY A	0.16	884.00	\$24,880	\$30,601	\$55,481	\$55,481	13	Residential	Redeveloped Comme Land Assemble with L	1946	\$62,822	\$159,612	\$23,942	0%	\$246,376	\$190,955													
90220010	LAYTON, ZACHERY & MARILYN	0.49	624.00	\$33,646	\$17,350	\$50,996	\$50,996	13	Residential	Redeveloped Comme Land Assemble with L	5912	\$190,823	\$484,822	\$72,723	0%	\$748,369	\$697,373													
90220011	MOORE, RICHARD	0.33	678.00	\$30,172	\$28,481	\$58,653	\$58,653	13	Residential	Redeveloped Comme Land Assemble with L	4050	\$130,749	\$332,193	\$49,829	0%	\$512,771	\$454,118													
90220012	HAMILTON, WILLIAM DONALD & MARY	0.33	1,609.00	\$30,172	\$35,768	\$65,940	\$65,940	13	Residential	Redeveloped Comme Land Assemble with L	4038	\$130,356	\$331,196	\$49,679	0%	\$511,231	\$445,291													
90220026	LAYTON, ORSON RAY - TRUSTEE	0.25	1,350.00	\$20,680	\$43,658	\$64,338	\$64,338	13	Residential	Redeveloped Comme Land Assemble for Bu	3041	\$98,160	\$249,394	\$37,409	0%	\$384,963	\$320,725													
90220027	CHELEMES, CHRIS J & MARGARINE S - TRUSTEES	0.26	1,653.00	\$20,861	\$64,191	\$85,052	\$85,052	13	Residential	Redeveloped Comme Land Assemble for Bu	3138	\$101,301	\$257,375	\$38,606	0%	\$397,252	\$312,230													
90220030	LAYTON, ORSON RAY - TRUSTEE	0.28	-	\$87,200	\$0	\$87,200	\$87,200	13	Residential	Redeveloped Comme Land Assemble for Bu	3406	\$109,939	\$279,322	\$41,888	0%	\$431,159	\$343,959													
90220034	COMMUNITY TREATMENT ALTERNATIVES	0.25	-	\$0	\$0	\$0	\$0	13	Residential	Redeveloped Commercial	3041	\$98,160	\$249,394	\$37,409	0%	\$384,963	\$384,963													
90220035	COMMUNITY TREATMENT ALTERNATIVES	0.28	2,112.00	\$0	\$0	\$0	\$0	13	Residential	Redeveloped Commercial	3406	\$109,939	\$279,322	\$41,888	0%	\$431,159	\$431,159													
90220040	LAYTON, HATTIE W - TRUSTEE	7.71	-	\$6,191	\$0	\$6,191	\$6,191	13	Tree Farm	Redeveloped Comme Land Assemble with L	46891	\$6,191	\$3,845,660	\$576,849	0%	\$4,428,699	\$4,422,508													
90220042	LAYTON, KENT B & PEGGY	0.41	1,376.00	\$23,375	\$46,533	\$70,108	\$70,108	13	Residential	Redeveloped Comme Land Assemble for Bu	4987	\$160,922	\$409,007	\$61,351	0%	\$631,340	\$561,232													
90220048	CLEARFIELD CENTER LLC	0.70	7,246.00	\$243,936	\$486,264	\$730,200	\$730,200	13	Commercial	No Change	Sew and Save	7246	\$243,936	\$486,264		0%	\$730,200	\$0												
90220050	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH	1.61	-	\$0	\$0	\$0	\$0	13	Church	No Change	Church	0	\$0			0%	\$0	\$0												
90220069	WINWARD, RICHARD B & PAULINE K - TRUSTEES	2.08	2,904.00	\$330,221	\$155,679	\$485,900	\$485,900	13	Commercial	Redeveloped Comme Improve Vet Clinic, Ex	0	\$396,265	\$0	\$0	0%	\$396,265	-\$89,635													
90220094	GOLDEN ENTERPRISES, L C - ETAL	0.63	3,675.00	\$219,544	\$222,956	\$442,500	\$442,500	13	Commercial	Face Lift	Renovate Existing Bt	3675	\$219,544	\$267,547		0%	\$487,091	\$44,591												
90220103	KEMPERS, L C	0.50	4,000.00	\$174,240	\$152,960	\$327,200	\$327,200	13	Commercial	Face Lift	Renovate Existing Bt	4000	\$174,240	\$183,552		0%	\$357,792	\$30,592												
90220107	CHELEMES, SAM J & ELSIE M - TRUSTEES	0.17	836.00	\$18,384	\$26,686	\$45,070	\$45,070	13	Residential	Redeveloped Comme Land Assemble for Bu	2068	\$66,749	\$169,588	\$25,438	0%	\$261,775	\$216,705													
90220146	CHELEMES, SAM J & CHRIS J	0.02	-	\$6,968	\$0	\$6,968	\$6,968	13	Residential	Redeveloped Comme Land Assemble for Bu	243	\$7,853	\$19,952	\$2,993	0%	\$30,797	\$23,829													
90220147	LAKELINE PROPERTIES LC	1.50	21,420.00	\$622,720	\$1,248,980	\$1,771,700	\$1,771,700	13	Commercial	Face Lift	Renovate Existing Bt	21420	\$622,720	\$1,498,778		0%	\$2,021,496	\$249,796												
90220151	D VIII FAMILY LLC	0.67	-	\$175,000	\$0	\$175,000	\$175,000	13	Commercial	Face Lift	Renovate Existing Bt	0	\$175,000	\$0		0%	\$175,000	\$0												
90220154	LAYTON, JEFF	0.30	-	\$91,500	\$0	\$91,500	\$91,500	13	Residential	Redeveloped Comme Land Assemble with L	3648	\$117,792	\$299,273	\$44,801	0%	\$461,566	\$320,456													
90220155	LAYTON, JEFF	0.16	-	\$48,800	\$0	\$48,800	\$48,800	13	Residential	Redeveloped Comme Land Assemble with L	1983	\$64,000	\$162,605	\$24,391	0%	\$250,996	\$202,196													
90220158	FOWERS, DON E. & JANETTE J. -ETAL-	1.13	4,784.00	\$393,784	\$253,116	\$646,900	\$646,900	13	Commercial	Face Lift	Renovate Existing Bt	4784	\$393,784	\$303,739		0%	\$697,523	\$60,823												
90220159	DOMINGUEZ, PABLO F & MARIA F	0.33	641.00	\$30,172	\$11,824	\$41,996	\$41,996	13	Residential	Redeveloped Comme Land Assemble with L	4063	\$131,142	\$333,191	\$49,679	0%	\$514,311	\$472,315													
92450002	WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK,	1.21	3,130.00	\$421,664	\$254,336	\$676,000	\$676,000	13	Commercial	No Change	Commercial	3130	\$676,000	\$0		0%	\$676,000	\$0												
92450003	CHELEMES, CHRIS J - ETAL-TRUSTEES	0.42	978.00	\$146,360	\$33,840	\$180,200	\$180,200	13	Residential	Traffic Light	New Traffic Light	0	\$104,338	\$0	100%	\$0	\$104,338													
92450004	MADEC ENTERPRISES LLC	1.14	-	\$70	\$0	\$70	\$70	13	Residential	Redeveloped Comme Land Assemble for Bu	13821	\$446,156	\$1,133,547	\$170,032	0%	\$1,749,735	\$1,749,665													
92450005	CHELEMES ENTERPRISES LLC	1.14	-	\$70	\$0	\$70	\$70	13	Residential	Redeveloped Comme Land Assemble for Bu	13821	\$446,156	\$1,133,547	\$170,032	0%	\$1,749,735	\$1,749,665													
92880001	THOMSON, DAVID B & GILENE M	-	12,084.00	\$3,488	\$360,212	\$363,700	\$363,700	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$432,254		0%	\$435,742	\$72,042												
92880002	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$202,012	\$205,500	\$205,500	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$242,414		0%	\$245,902	\$40,402												
92880003	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$156,412	\$159,900	\$159,900	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$187,694		0%	\$191,182	\$31,282												
92880004	JACOB, JERREREY L & YE S	-	12,084.00	\$3,488	\$190,512	\$194,000	\$194,000	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$228,614		0%	\$232,102	\$38,102												
92880005	ASSOCIATION OF UNIT OWNERS OF FALCON PLAZA COM	1.22	-	\$0	\$0	\$0	\$0	13	Commercial	Face Lift	Renovate Existing Bt	0	\$0	\$0		0%	\$0	\$0												
12066012	WOOD, LYNN W & SHIRLEE F - TRUSTEES - ETAL	0.50	-	\$152,500	\$0	\$152,500	\$152,500	13	Commercial	Traffic Light	New Traffic Light	0	\$152,500	\$0	100%	\$0	\$152,500													
120660051	SANDERS, AMY JEAN WOOD DOGART - ETAL	0.61	1,256.00	\$175,000	\$37,000	\$212,000	\$212,000	13	Commercial	Face Lift	Renovate Existing Bt	1256	\$175,000	\$44,400		0%	\$219,400	\$7,400												
120660093	CLEARFIELD CITY MUNICIPAL CORPORATION	1.38	-	\$0	\$0	\$0	\$0	13	Agricultural	Redeveloped Commercial	18725	\$539,879	\$1,371,668	\$205,750	0%	\$2,117,296	\$2,117,296													
120660094	CLEARFIELD CITY CORPORATION	2.36	-	\$0	\$0	\$0	\$0	13	Agricultural	Redeveloped Commercial	28755	\$928,199	\$2,356,272	\$353,741	0%	\$3,640,212	\$3,640,212													
120660095	UTAH TRANSIT AUTHORITY	0.51	-	\$0	\$0	\$0	\$0	13	No Change		0	\$0			0%	\$0	\$0													
120660096	KALLAS, GUS J - TRUSTEE	0.54	873.00	\$28,008	\$26,083	\$54,091	\$54,091	13	Residential	Redeveloped Commercial	6508	\$210,062	\$533,704	\$80,056	0%	\$823,821	\$769,730													
120660097	KALLAS, GUS J - TRUSTEE	0.27	1,025.00	\$22,402	\$20,117	\$42,519	\$42,519	13	Agricultural	Redeveloped Commercial	3333	\$107,583	\$273,336	\$41,000	0%	\$421,920	\$369,401													
120660098	KALLAS, GUS J - TRUSTEE	8.83	-	\$6,241	\$0	\$6,241	\$6,241	13	Agricultural	Redeveloped Commercial	83653	\$2,695,942	\$6,811,456	\$1,021,718	0%	\$10,514,116	\$10,507,875													
120670024	MARJAN PROPERTIES INC	0.45	756.00	\$24,298	\$56,451	\$80,750	\$80,750	13	Commercial	Face Lift	Renovate Existing Bt	756	\$24,298	\$67,741		0%	\$92,040	\$11,290												
120670063	CLEARFIELD CITY	1.09	-	\$0	\$0	\$0	\$0	1																						

Staff Report



To: Clearfield CDRA Board Members
From: JJ Allen, Assistant City Manager
Date: January 9, 2014
Re: Easements for Clearfield City

I. RECOMMENDED ACTION

Approve the Public Utility Easement and a Roadway Right-of-Way Easement to be granted by the CDRA to Clearfield City Corporation for property owned by the CDRA bearing Davis County Parcel Serial Number 09-021-0055 and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

To ensure the occupancy of the office building located at 888 South 2000 East, the CDRA previously approved a lease agreement enabling the construction of a parking lot on this parcel owned by the CDRA. To facilitate future public works projects, Clearfield City desires to have easements for water lines and a roadway in place prior to execution of that lease agreement.

The future roadway would come into the property from 2000 East, and provide access to the future park. The easement for water lines will accommodate existing lines as well as a new 18" line that will replace the existing 16" main running north/south parallel to the west property line.

III. IMPACT

a. Fiscal

None

b. Operations / Service Delivery

The easements will facilitate future public works projects.

IV. LIST OF ATTACHMENTS

- 60-foot right-of-way easement
- Water line easement

When recorded return to:

Clearfield City Corporation
Attn: Nancy Dean, City Recorder
55 South State Street
Clearfield, UT 84015

EASEMENT FOR PUBLIC RIGHT OF WAY

For payment of TEN DOLLARS (\$10.00) and other good and valuable consideration received, the Clearfield Community Development and Renewal Agency (“Grantor”), a political subdivision of the State of Utah, as owner of the parcel(s) of real property more particularly described below, hereby dedicates and grants a perpetual Roadway/Public Right of Way Easement approximately 60 feet in width and approximately 251 feet in length (15,049 square feet), more or less, to be used by Clearfield City Corporation (“Grantee”) for a public right of way and all necessary or desirable accessories and appurtenances thereto, to be used for the installation, construction, reconstruction, operation, maintenance, entry and travel upon, use, repair, replacement, and enlargement of a future roadway as may be authorized by Clearfield City, along the general course to be located by Grantee or those authorized by Grantee, on, over, across, under and through the surface of the real property of the Grantor in Davis County, State of Utah more particularly described as follows and as more particularly described and/or shown on “Exhibit A”, attached hereto and by this reference made a part hereof:

Being a part of the East Half of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at a point on the Northerly property line of the Clearfield Community Development and Renewal Agency, said point being S00°10'10"W, along the Section line, 2052.47 feet and N53°45'03"W 1214.26 feet from the Northeast Corner of said Section 7; and running thence along a curve to the left having a radius of 336.71 feet a distance of 135.86 feet (long chord bears N65°18'35"W 134.94 feet); Thence N76°52'07"W 54.35 feet; Thence along a curve to the right having a radius of 467.42 feet a distance of 158.74 feet (long chord bears N67°08'21"W 157.98 feet); Thence N57°24'35"W 25.00 feet, to the Westerly property line of the Clearfield Community Development and Renewal Agency and the Southeasterly corner of the Sundowner Condominiums Easement; Thence along the Westerly property line of said Clearfield property N00°06'27"E 71.13 feet; Thence S57°24'35"E 63.20 feet; Thence along a curve to the left having a radius of 407.40 feet a distance of 120.07 feet (long chord bears S65°51'09"E 119.64 feet) to the Northerly line of said Clearfield Community Development and Renewal Agency property; Thence along the Northerly property line of said Community Development and Renewal Agency property S53°45'03"E 222.73 feet to the point of beginning.

Contains: 15,049 sq. ft. or 0.35 acres

Davis County Parcel Serial No. 09-021-0055

This Roadway/Public Right of Way Easement is granted together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future perpetual right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings, equipment and other hazards which might endanger Grantees' roadway facilities or impede Grantees' activities.

This perpetual Roadway/Public Right of Way Easement shall run with the land. At no time shall Grantor, its successors, lessees or assigns, place, use or permit any equipment or material of any kind within the boundaries of this easement or right of way, other than asphalt and associated improvements for a ground level surface parking lot.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this _____ day of January, 2014.

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY, GRANTOR

By: _____
Mark Shepherd, Vice-Chair

ATTESTED BY:

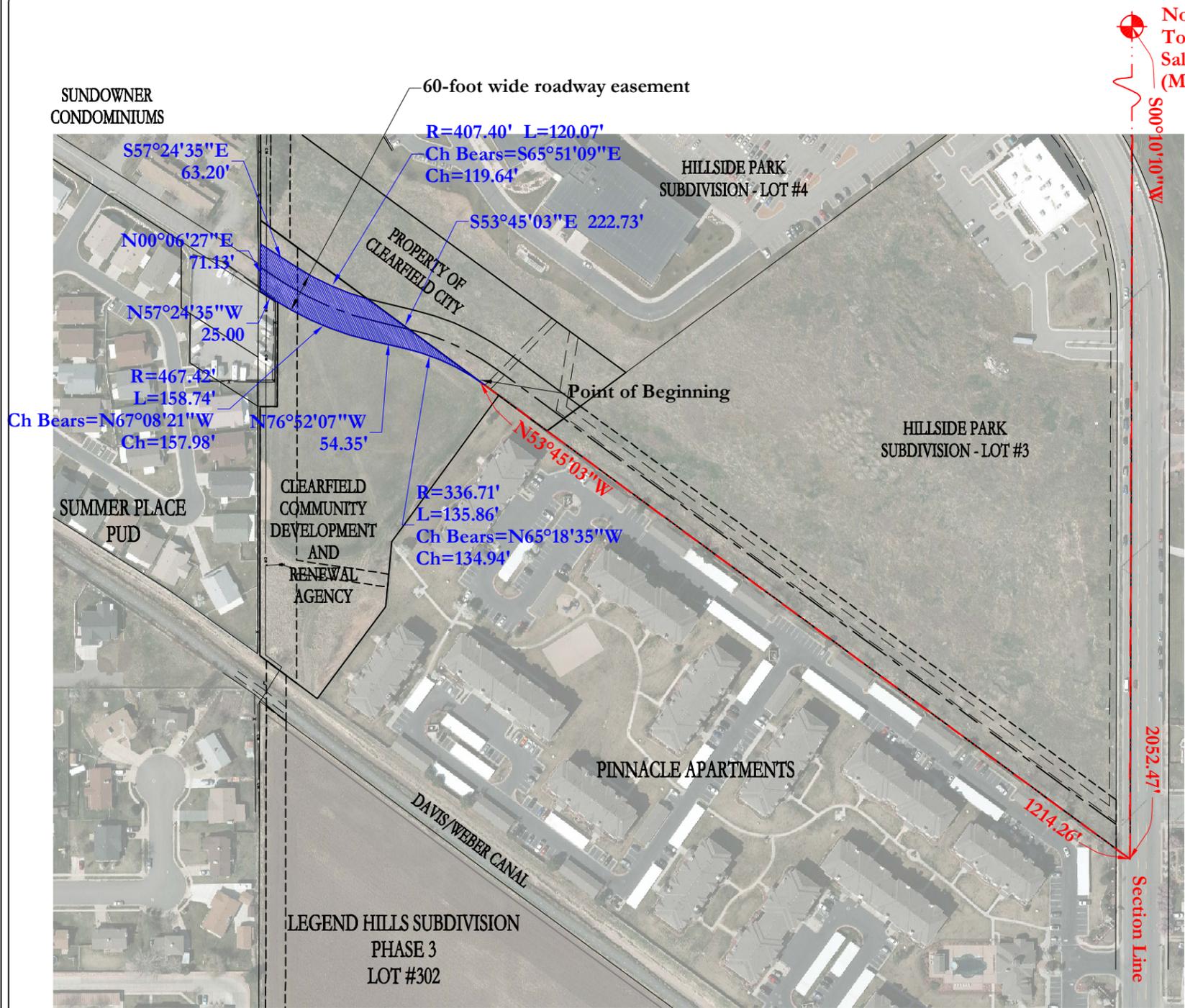
Nancy Dean, Board Secretary

ACKNOWLEDGEMENT

State of Utah }
 ss.
County of Davis }

On the _____ day of January, 2014, personally appeared before me, Mr. Mark Shepherd, the signer(s) of the above instrument, and duly acknowledged to me that he executed the same.

Notary Public



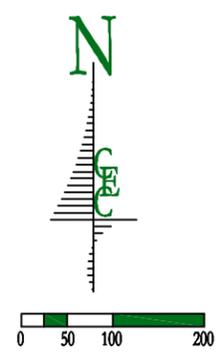
Northeast Corner of Section 7
 Township 4 North Range 1 West
 Salt Lake Base & Meridian
 (Monument found)

**60-FOOT WIDE RIGHT-OF-WAY EASEMENT
 CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL
 AGENCY PROPERTY**

Being a part of the East Half of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at a point on the Northerly property line of the Clearfield Community Development and Renewal Agency, said point being S00°10'10\"/>

Contains: 15,049 sq. ft. or 0.35 acres




CIVIL ENGINEERING
 CONSULTANTS, PLLC.
 5141 SOUTH 1500 WEST
 RIVERDALE, UT 84405
 801.866.0550

NO.	DATE	BY	REVISIONS

DATE: JANUARY 2014
 DRAWN: JLS
 CHECKED: NSN

PROJECT / LOCATION:
 60-FOOT WIDE RIGHT-OF-WAY EASEMENT
 CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL
 AGENCY PROPERTY
 CLEARFIELD CITY, UTAH

TITLE:
EXHIBIT A

CLIENT:
 CLEARFIELD CITY

PROJECT NUMBER:
 CC.00002 60' HILLSIDE
 PARK BASE

FILE: ~cc00002

60' hillside park ease.dwg

SHEET:
 1 of 1

When recorded return to:

Clearfield City Corporation
Attn: Nancy Dean, City Recorder
55 South State Street
Clearfield, UT 84015

PUBLIC UTILITY EASEMENT

For payment of TEN DOLLARS (\$10.00) and other good and valuable consideration received, the Clearfield Community Development and Renewal Agency (“Grantor”), a political subdivision of the State of Utah, as owner of the parcel(s) of real property more particularly described below, hereby dedicates and grants a perpetual Public Utility Easement of approximately 35,483 square feet, more or less, to be used by public and/or private utility companies as may be authorized by Clearfield City Corporation (“Grantee”) for a right of way, to be used for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of all public utilities and private utilities as may be authorized by Clearfield City, and all necessary or desirable accessories and appurtenances thereto, including without limitation: pipelines, manholes, valves, underground vaults, supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; hydrants, meters, pads, transformers, switches, vaults and cabinets along the general course as now located or to be located by Grantee or those authorized by Grantee, on, over, across, under and through the surface of the real property of the Grantor in Davis County, State of Utah more particularly described as follows and as more particularly described and/or shown on “Exhibit A” attached hereto and by this reference made a part hereof:

Being a part of the East Half of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at the Northwest corner of the Clearfield Community Development and Renewal Agency property and along the Section line N00°10'10"E 588.47 feet, N53°45'03"W 1189.26 feet to the Northeast corner of said Clearfield Community Development and Renewal Agency property, and along the North property line of said parcel 09-021-0055 N53°45'03"W 449.04 feet, to the West line of the East Half of the Northeast Quarter of said Section 7; and running thence the following five (5) courses along the West property line of said Clearfield Community Development and Renewal Agency property and the West line of the East Half of the Northeast Quarter of said Section 7; (1) Thence S00°06'27"W 107.18 feet; (2) Thence S57°24'35"E 31.02 feet; (3) Thence S00°08'33"W 158.45 feet; (4) Thence N89°51'27"W 26.18 feet; (5) Thence S00°06'27"W 377.53 feet; Thence S53°11'33"E 69.75 feet; Thence N00°08'33"E 166.14 feet; Thence S81°30'03"E 139.61 feet; Thence N05°20'26"E 20.03 feet; Thence N81°30'03"W 141.44 feet; Thence N00°08'33"W 474.07 feet to a point on the North property line of said Clearfield Community Development and Renewal Agency; Thence along the North line of said property N53°45'03"W 69.61 feet to the point of beginning.

Contains: 35,483 sq. ft. or 0.81 acres

Davis County Parcel Serial No. 09-021-0055

This perpetual Public Utility Easement is granted together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings, equipment and other hazards which might endanger Grantees' facilities or impede Grantees' activities.

This perpetual Public Utility Easement shall run with the land. At no time shall Grantor place, use or permit any equipment or material of any kind within the boundaries of the easement or right of way, other than asphalt and associated improvements for a ground level surface parking lot, or any other improvements associated with a public park or open space.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this _____ day of January, 2014.

CLEARFIELD COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY, GRANTOR

By: _____
Mark Shepherd, Vice-Chair

ATTESTED BY:

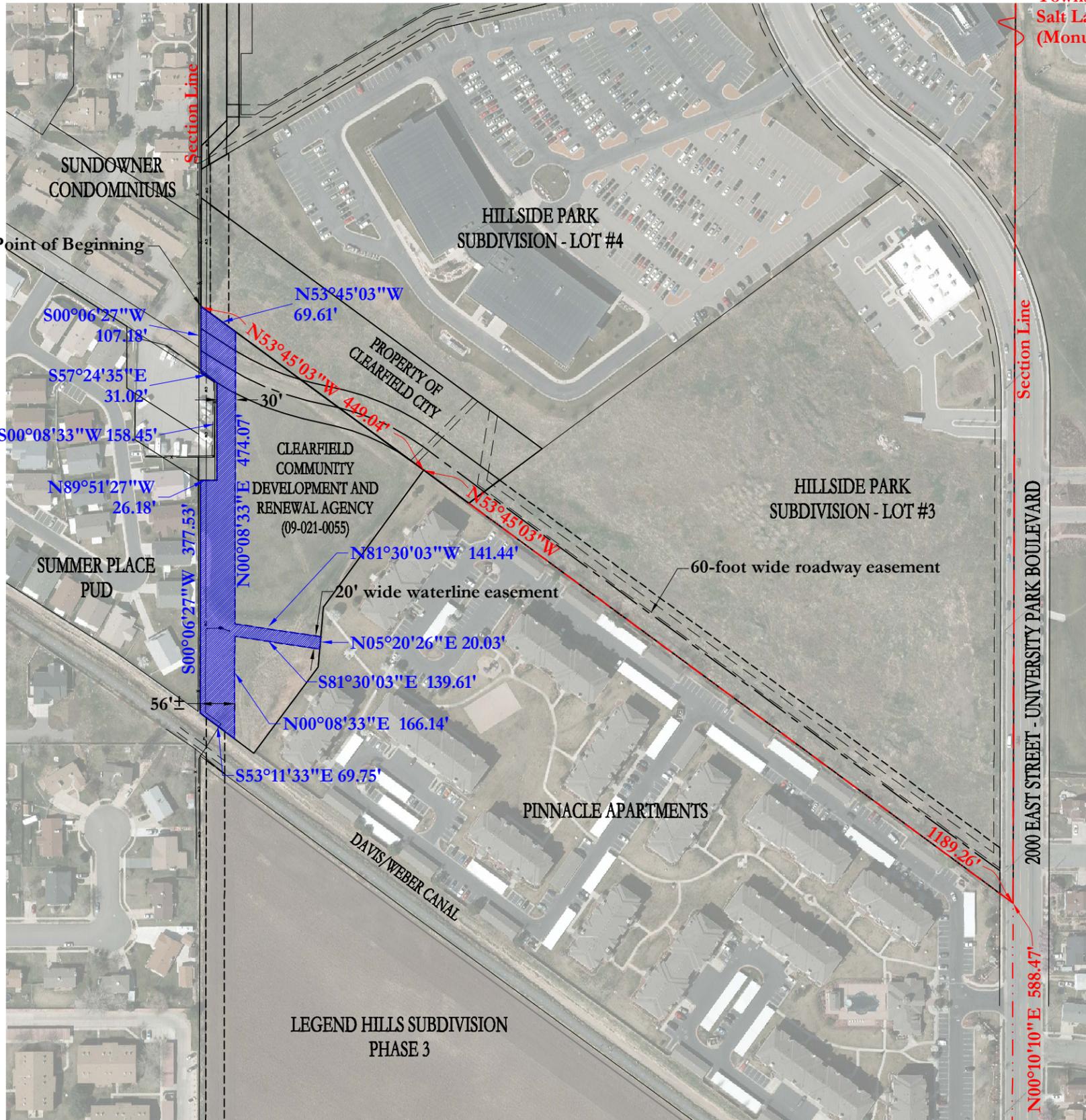
Nancy Dean, Board Secretary

ACKNOWLEDGEMENT

State of Utah }
 ss.
County of Davis }

On the _____ day of January, 2014, personally appeared before me, Mr. Mark Shepherd, the signer(s) of the above instrument, and duly acknowledged to me that he executed the same.

Notary Public



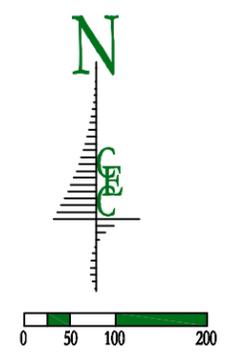
 Northeast Corner of Section 7
 Township 4 North Range 1 West
 Salt Lake Base & Meridian
 (Monument found)

WATER LINE EASEMENT
CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY (TAX ID: 09-021-0055)

Being a part of the East Half of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at the Northwest corner of the Clearfield Community Development and Renewal Agency property and along the Section line N00°10'10"E 588.47 feet, N53°45'03"W 1189.26 feet to the Northeast corner of said Clearfield Community Development and Renewal Agency property, and along the North property line of said parcel 09-021-0055 N53°45'03"W 449.04 feet, to the West line of the East Half of the Northeast Quarter of said Section 7; and running thence the following five (5) courses along the West property line of said Clearfield Community Development and Renewal Agency property and the West line of the East Half of the Northeast Quarter of said Section 7; (1) Thence S00°06'27"W 107.18 feet; (2) Thence S57°24'35"E 31.02 feet; (3) Thence S00°08'33"W 158.45 feet; (4) Thence N89°51'27"W 26.18 feet; (5) Thence S00°06'27"W 377.53 feet; Thence S53°11'33"E 69.75 feet; Thence N00°08'33"E 166.14 feet; Thence S81°30'03"E 139.61 feet; Thence N05°20'26"E 20.03 feet; Thence N81°30'03"W 141.44 feet; Thence N00°08'33"E 474.07 feet to a point on the North property line of said Clearfield Community Development and Renewal Agency; Thence along the North line of said property N53°45'03"W 69.61 feet to the point of beginning.

Contains: 35,483 sq. ft. or 0.81 acres



 East Quarter Corner of Section 7
 Township 4 North Range 1 West
 Salt Lake Base & Meridian
 (Monument found)



CIVIL ENGINEERING
CONSULTANTS, PLLC.
 5141 SOUTH 1500 WEST
 RIVERDALE, UT 84405
 801.866.0550

NO.	DATE	BY	REVISIONS

DATE: JANUARY 2014
 DRAWN: JLS
 CHECKED: NSN

PROJECT / LOCATION: WATER LINE EASEMENT
 CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL
 AGENCY (TAX ID: 09-021-0055)
 CLEARFIELD CITY, UTAH
 TITLE: EXHIBIT A

CLIENT: CLEARFIELD CITY
 PROJECT NUMBER: CC.0002 60' HILLSIDE PARK BASE
 FILE: ~cc00002
 60' hillside park ease.dwg
 SHEET: 1 of 1