

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
December 10, 2013 – REGULAR SESSION  
*Revised December 9, 2013*

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

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

**6:00 P.M. WORK SESSION**

*Presentation by Utah Senator Jerry Stevenson*  
Discussion on the Re-open of the Fiscal Year 2014 Budget  
Discussion on Title 11, Chapter 15 – Sign Regulations  
Discussion on the Recreation Cost Recovery Model

*(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 Wood

OPENING CEREMONY:

Councilmember Murray

APPROVAL OF THE MINUTES:

October 29, 2013 – Work Session

November 26, 2013 – Regular Session

**PUBLIC HEARINGS:**

1. **PUBLIC HEARING TO AMEND THE FISCAL YEAR 2014 BUDGET**

**BACKGROUND:** State Law requires a public hearing before the City Council approves amendments to the City budget. Rich Knapp, Administrative Services Director, will be presenting amendments for the Fiscal Year 2014 Budget.

**RECOMMENDATION:** Receive public comment.

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

**BACKGROUND:** Staff has submitted the proposed Community Development Block Grant (CDBG) amendments for the 2011-2012 and 2012-2013 Program Years. No written comments were received during the 30-day comment period.

**RECOMMENDATION:** Receive public comment.

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

BACKGROUND: In October 2013, an applicant submitted a sign plan application for the building located at 729 North Main Street, the old Arby's building to upgrade the existing pole sign. Pole signs which were formerly legal have been made legal non-conforming uses due to code revisions in 2004. The applicant requested a zoning text amendment to consider allowing changes and upgrades to pole signs on businesses near freeway interchanges. The Planning Commission reviewed this request at its meeting on Wednesday, December 4, 2013 and has forwarded a recommendation for approval of the attached draft ordinance.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

4. CITIZEN COMMENTS

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

BACKGROUND: Chuck Ulrich of Ulrich and Associates, P.C. will present the Clearfield City's draft Comprehensive Annual Report (CAFR) for the year ending June 30, 2013 and to address any questions the Mayor and Council may have concerning the report. The final version of the CAFR will be available after the City's component unit, North Davis Fire District (CDFD) has presented its final report.

RECOMMENDATION: Accept Clearfield City's draft Comprehensive Annual Report (CAFR) for the year ending June 30, 2013.

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

RECOMMENDATION: Approve Resolution 2013R-20 adopting amendments to the fiscal year 2014 budget and authorize the Mayor's signature to any necessary documents.

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

RECOMMENDATION: 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.

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

RECOMMENDATION: Approve Ordinance 2013-14 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.

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

BACKGROUND: Staff has 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.

RECOMMENDATION: Approve Ordinance 2013-13 authorizing amendments to Title 1, Chapters 6 and 7 and authorize the Mayor's signature to any necessary documents.

10. CONSIDER APPROVAL RESOLUTION 2013R-19 AUTHORIZING A LEASE AGREEMENT WITH LNR PARTNERS

BACKGROUND: LNR Partners is the landlord of a 125,000 square foot office building located at 888 South 2000 East, which has been vacant for more than a year. Prospective tenants require more parking than the building currently provides. Consequently, LNR has requested to lease from the City adjacent property for the purpose of expanding their parking facilities. The new parking would also serve a future City park.

RECOMMENDATION: Approve Resolution 2013R-21 approving a lease agreement for real property owned by Clearfield City and authorize the Mayor's signature to any necessary documents.

**COMMUNICATION ITEMS:**

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

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

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

**PUBLIC HEARING:**

2. RE-OPEN AND CONSIDER AMENDMENTS TO THE CDRA FISCAL YEAR 2014 BUDGET

BACKGROUND: State Law requires a public hearing before the Board approves amendments to the CDRA budget. Rich Knapp, Administrative Services Director, is here to present amendments for the fiscal year 2014 budget.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEM:***

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

RECOMMENDATION: Approve Resolution 2013R-07 adopting amendments to the CDRA fiscal year 2014 budget and authorize the Chair's signature to any necessary documents.

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

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

RECOMMENDATION: Approve Resolution 2013R-08 approving a lease agreement for real property owned by the Clearfield Community Development and Renewal Agency and authorize the Chair's signature to any necessary documents.

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

Dated this 9<sup>th</sup> day of December, 2013.

/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  
October 29, 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
	Kim Dabb	Operations Manager
	Greg Krusi	Police Chief
	Mike Stenquist	Asst. Police Chief
	Adam Malan	Police Lieutenant
	Kelly Bennett	Police Sergeant
	Denise Hernandez	Community Liaison Officer
	Eric Howes	Community Services Director
	Scott Hess	Development Services Manager
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Darrell Child – Olympus Insurance, Gary Baldwin – Mayoral Candidate, Dean Smith – Thackeray Garn Company, Amber Huntsman – Thackeray Garn Company, Mike Christensen – Thackeray Garn Company

Mayor Wood called the meeting to order at 6:00 p.m.

DISCUSSION ON THE DEVELOPMENT AGREEMENT FOR CLEARFIELD STATION

JJ Allen, Assistant City Manager, explained the purpose of the meeting would be to discuss the Development Agreement and discuss major components of the Master Development Agreement (MDA) to receive input from the Governing body on the issues.

Mr. Allen reviewed the main components focusing on: infrastructure, phasing and open space. He shared a visual presentation identifying proposed public and private streets at the Clearfield Station development and reminded the Council of previous discussions which were relative to the width of the streets. Mr. Allen suggested if all roads in the development were constructed to every acceptable standard except the width, would the City consider accepting them being slightly narrow since that type of infrastructure was acceptable with this type of development.

Scott Hodge, Public Works Director, expressed concern regarding the narrow roads and issues specific with snow removal. Adam Lenhard, City Manager, pointed out the on street parking ordinance would also be enforced during the winter months at the Clearfield Station development. Scott Hess, Development Services Manager, informed the Council the City's standard road width was 36 feet and indicated wider streets could inhibit development. Mayor Wood believed since the City would own the utilities it was his opinion it made sense for the City to accept the narrower streets. He pointed out the challenges when the City owned the utilities under the roads and a different entity owned the streets as in Freeport Center.

Councilmember Bush inquired if Police enforcement would continue on the private streets within the development. Brian Brower, City Attorney, commented the City could enter into a similar agreement as the City had with Freeport Center. Mayor Wood inquired how UTA's police would integrate with the City's police enforcement. Mike Christensen, Thackeray Garn, pointed out once the property was developed it would no longer be owned by UTA, but an LLC. Mr. Brower explained how police enforcement could take place by UTA and the City.

Mr. Lenhard emphasized the roads would consist of an eleven foot travel lane in each direction with a seven foot on street parking space on each side. Mr. Allen clarified with the Council those streets in the development which it desired to be public and shared an illustration identifying the proposed utilities which would be located under the streets for the development. Councilmember Shepherd expressed concern public utilities would be installed on private streets. Mr. Christensen responded a blanket easement for the development would allow the City access to maintain the underground utilities. Scott Hess suggested all streets contain a public utility easement and a discussion took place regarding public utilities under a private street. Mr. Hodge pointed out potential difficulties in maintaining the sewer line with its proximity to the rail line and platform as reflected on the illustration.

Mr. Allen stated the detention basin was intended to be developed by the developer as a nature park and proposed it would also become a public facility. Councilmember LeBaron inquired if a sewage lift station could be safely located near a detention basin. Mr. Allen believed the issue could be considered in more detail during the site plan approval process. He asked how staff would feel about maintaining a nature park and detention basin. Eric Howes, Community Services Director, stated he would need to have an understanding of the expectation specific to maintenance and Mr. Hodge agreed with Mr. Howes' remarks. Mr. Hess inquired about landscaping as opposed to overgrown vegetation. Amber Huntsman, Thackeray Garn, responded clarification for the proposed nature park would be needed to determine the level of maintenance.

Councilmember Young requested clarification regarding the open space associated with the charter school. Mr. Allen responded that open space would be designated as public space, available for public use; however, it wouldn't be owned by the City. Councilmember LeBaron mentioned if school open space was desired to be used for different organized sports practices a per person fee had been implemented and expressed his opinion if a fee was associated with using the "open space" it wasn't too "open". Mr. Christensen indicated he didn't have the

authority to speak on behalf of Sheldon Killpack, Charter School Owner, regarding the school open space. Councilmember LeBaron requested that clarification.

Mr. Hess explained detention basins may consist of grass or it could remain as more of a wetland area and pointed out the broad spectrum between the two. He expressed his opinion if the designated nature park continued to grow weeds and not appropriately landscaped it wouldn't necessarily be an amenity to the development. Councilmember LeBaron expressed his opinion the City shouldn't be willing to assume all maintenance. Councilmember Young suggested it benefitted UTA's development and believed the City shouldn't assume the maintenance. Mr. Allen clarified if the detention basin was developed above and beyond the City's standard of a basic detention basin, the development should agree to maintain it. Councilmember LeBaron pointed out if UTA desired to design the basin in conjunction with some sort of "gateway or monument" the City would be more willing to contribute toward the enhancement. Mr. Allen indicated language could be written into the agreement to reflect the Council's direction specific to maintenance and public verses private.

Mr. Allen stated the future alignment of the Depot Street connection to the UTA development was yet to be determined and a discussion took place. He reported the City and developer had discussed potential cost sharing of the Depot Street extension regarding the following:

- City to bear sanitary sewer and storm drain costs since the development wouldn't be connecting to those utilities
- City and Developer to share the costs for culinary water as there was a benefit for both entities
- Developer to bear all costs associated with the street construction

Mr. Allen commented right-of-way acquisition had not yet happened and it had not been determined as to who should bear that cost. He reported staff believed those costs had been calculated into the cost estimate. Mr. Christensen believed the City had previously acquired the right-of-way. Mr. Allen requested input and direction from the Council and a discussion took place. Mr. Allen shared a visual which illustrated Depot Street's location and Mr. Hess explained the potential impact associated with the proposed extension of Depot Street.

Councilmember Young expressed his opinion the Depot Street extension would be another entry into the Clearfield Station development, the developer should bear the costs associated with the right-of-way acquisition. Mr. Christensen expressed his opinion the road would be a benefit to the City as it would provide access to additional land for future development. A discussion took place. Mayor Wood believed the Depot Street access would be important for the use of box trucks or small semi-truck use. Mr. Allen commented the Depot Street extension was reflected on the City's Street Master Plan. Mr. Allen surmised, and the Council expressed agreement, to appropriate increment funding toward the road and the Council directed him to write additional language within the agreement to reflect that use of funds. Mayor Wood pointed out the timing would be equally important and suggested pursuing the right-of-way as opposed to waiting until the acquisition had taken place. Mr. Allen indicated language could be included to accomplish that.

Mr. Allen inquired what would warrant the construction of the street and if the Council agreed the trigger would be the completion of Phase 3 and informed the Council the City couldn't tie the certificate of occupancy to completion of an offsite improvement. A discussion took place as to what should be included in the agreement to address the issue. Mr. Christensen believed a traffic engineer's opinion would be appropriate and suggested Thackeray-Garn report after discussing the issue and suggested it could possibly be addressed with the permitting associating with Phase 3. Councilmember LeBaron suggested the verbiage "as needed" or "when warranted by a traffic study" be included. Mr. Lenhard suggested the inclusion of a "no later than" phrase also be included.

The following points of discussion pertaining to the primary intersection for the main entrance on State Street:

- The developer would bear the full cost and would be reimbursed by the tax increment
- The timing or trigger

Mr. Christensen explained the actual determination of when the intersection would be constructed would be dependent upon UDOT as opposed to either the City or the Development. He suggested borrowing funds from another area to front those costs.

Mr. Allen informed the Council the developer had posed the question as to what would happen if it was unable to acquire property necessary for the improvements and indicated it had inserted language indicated it would then have no obligation to make the improvements. Mr. Lenhard commented the entire land use plan had been built around the main road and intersection. Mr. Allen commented the language would also apply to Depot Street, the Main intersection and the south intersection. A discussion was had as to available options for property acquisition. Mr. Allen pointed out the possibility of not being able to acquire the property until the development was under way. Mr. Brower stated the Council would need to determine where it wanted to place the risk associated with property acquisition and emphasized staff was requesting direction in order to address it in the Agreement for the Council's consideration during a policy session. Mayor Wood summarized the issue by suggesting the Council determine who should bear the risk.

Councilmember LeBaron believed the City should clearly identify or define the term "unable to acquire" and a discussion took place regarding possible definitions. Mr. Brower believed UDOT had a specific policy and Mr. Allen suggested some language which stated if the developer was not able to accomplish the property acquisition at a certain percentage above market value, then the City shall engage its assistance. A discussion took place specific to proposed language, signaling and the results and impacts of a traffic study. Councilmember Shepherd expressed concern about the language reflecting "results of a traffic study" and suggested the verbiage reflect "no later than permitting of Phase 4".

Mr. Christensen used the illustration to identify the most southern proposed road in the development. Councilmember Bush expressed concern the road would be funneling traffic in front of the charter school. Mr. Christensen explained the traffic engineer's opinion on the road and believed that location would best serve the development in addition to the residents' whose children would be attending the school. Councilmember Shepherd emphasized the importance of completing the road in conjunction with the school to provide adequate traffic flow as well as

safety for those attending the school. It was the conclusion of the Council the original road would be sufficient since a second southern road wouldn't connect to State Street.

Mr. Allen reviewed the Developer's proposal for Phasing/Proportional Build Out. Mr. Christensen explained how lending from the banks would take place for the flex building of commercial/residential. Mayor Wood stated he wasn't comfortable with that philosophy and a discussion followed about when the residential buildings would be built in conjunction with the commercial buildings. Councilmember Shepherd believed it had been the understanding all along that the commercial component would be completed in conjunction with the residential. Mr. Christensen commented there could possibly be a time gap of anywhere from three to twelve months in which both of the commercial buildings might not be completed with most of the residential buildings being completed. Councilmember Shepherd emphasized that scenario had always been the concern of the City. Mr. Christensen expressed his opinion one completed commercial building and 168 completed residential units was not a lot. Mr. Lenhard responded that ratio would be considered a lot to the residents of Clearfield City and Councilmember Shepherd expressed agreement. Councilmember Shepherd expressed concern with the possibility the development could be nothing more than 168 apartments and one commercial building.

Mr. Lenhard stated it had always been the City's position that Phase 1A would consist of two buildings at the same time in exchange for concurrently 1B, the 168 residential units. Mayor Wood believed the Planning Commission was of the same opinion and suggested the phasing of the apartment complexes should better align with the flex space.

The Council took a break at 7:56 p.m.  
The meeting resumed at 8:02 p.m.

Mr. Allen announced a discussion relative to open space would next be discussed. He explained UTA was willing to convey land to the City in exchange for a credit or reimbursement toward impact fees. He reported staff was not supportive of that request. He announced if UTA developed the open space as a park only, not a plaza, it would be owned and maintained by the developer. He continued if the City was willing to improve the open space to that of a plaza, then the City's burden should only be the difference between the baseline park and the plaza. He reported staff was prepared to include that verbiage in the Agreement. He continued the use of park impact fees could be used to develop the plaza if the Park CFP and Impact Fee Analysis was updated.

Mr. Allen inquired if there were any other concerns of the Council associated with the Development Agreement. There were none expressed.

Mr. Christensen, Ms. Huntsman and Mr. Smith left the meeting at 8:05 p.m.

#### PRESENTATION ON POLICE PROGRAMS

Police Chief Krusi, introduced Officer Hernandez to the Council and announced she would be sharing a presentation specific to police programs. He explained she would be requesting direction from the Council following the presentation.

Officer Denise Hernandez shared a visual presentation specific to the DARE Program and other community policing programs she completes for her job assignment. Chief Krusi requested direction from the Council on whether it desired to continue to appropriate funds toward the DARE Program and a discussion took place. The Council was in agreement to consider not funding the DARE Program in FY 2014-2015.

Chief Krusi informed the Council the Police Department had a grant opportunity to apply for motorcycles for officers in the Traffic Division. He stated the City was one of the local agencies which didn't have motorcycles in its Traffic Division. There was no opposition from the Council and it directed staff to pursue the grant. Mr. Lenhard commented there might be some minor costs associated with receiving the grant funds.

Officer Hernandez and other officers from the Police Department left the meeting at 8:41 p.m.

#### DISCUSSION ON FUTURE ROAD IMPROVEMENT PROJECTS

Scott Hodge, Public Works Director, distributed a handout which reflected City roads within the City in which funds had been expended for maintenance since 2010. He referred to the second map which reflected the list of roads in which a chip seal would be completed in the spring of 2014. Adam Lenhard, City Manager, emphasized the funds used to complete the improvements was reallocated from the FY2013 fund balance to the current Fiscal Year. Mr. Hodge explained the next page reflected the identified roads which needed reconstruction. He mentioned the map reflected roads in conjunction with old utility infrastructure which would also need to be upgraded.

Mr. Hodge reported it appeared as if there would be a fund balance carry over which could be used toward road improvement projects. He requested direction from the Council on which project it desired to complete improvements with \$350,000. A discussion took place and the Council expressed a desire to complete the improvements on South Main. Mr. Lenhard commented funds could be appropriated from this year's fund balance appropriation for this purpose. Councilmember LeBaron suggested locating another \$17,000 needed to complete improvements in front of Antelope Elementary during the summer months when school would not be in session. Mr. Lenhard pointed out timing combined with both budget years might enable the City to complete the entire project as a whole. He believed the City could look at funding options to complete the South Main road construction project.

Mr. Hodge informed the Council about the Safe Sidewalk grant he would be submitting application for which would be used for the south side of 300 North from 1000 West extending east to the Rail Trail. He pointed out these were limited grant funds which were only eligible for State Roads and the City would need to be prepared to contribute twenty five percent of matching funds for the project.

Councilmember Bush inquired if UDOT would be obligated to complete this kind of improvement on 300 North prior to it becoming a City street. Mr. Lenhard commented that type of improvement was somewhat of a gray area. Mayor Wood believed the understanding was specific to the condition of the bridge only. Councilmember Bush suggested the City visit with

UDOT about completing improvements for the street as a whole. Mr. Brower reported on previous discussion with UDOT regarding the transfer of the street and expressed agreement with Mayor Wood regarding UDOT's expectation.

Councilmember LeBaron pointed out he had received expressed concern from residents regarding the sidewalks where 250 South and 300 South meet at 500 East. He requested the City inspect the sidewalks and suggested the City should consider those sidewalk improvements. Councilmember Bush pointed out there was a section of road on 800 North which also needed sidewalk as it was a designated as a "walk to school" route and believed the City should also actively work at installing a sidewalk. Mayor Wood believed the property was considered "Davis County" and reported the resident had no desire for a sidewalk.

Scott Hess, Development Services Manager, informed the Council Letters of Intent for Wasatch Front Regional Council (WFRC) would need to be submitted if the City intended to apply for Regional Surface Transportation Program (STP) funding allocated by the WFRC. Mr. Hodge responded these funds would be available within the next five years and suggested the letter of intent could need to be submitted for the grant funds which could be used for street improvements on 700 South.

#### DISCUSSION ON LIABILITY INSURANCE COVERAGE FOR CITY BRIDGES

Rich Knapp, Administrative Services Director, informed the Council the City's insurance advisor had to leave the meeting at 8:00 p.m.; therefore, he would be leading the insurance discussion. He reminded the Council of the recent incident specific to the Center Street/200 South overpass and informed the Council of the option to insure the bridge. He reported the costs to insure the Center Street/200 South overpass was \$13,550 with a \$5,000 deductible. He pointed out coverage for damage of a flood or earthquake was excluded and distributed a handout identifying all City bridges and the costs associated with insuring them. Councilmember LeBaron clarified the costs associated with the most recent repair and the costs relative to insurance. Mr. Knapp recommended insuring the Center Street/200 South bridge and a discussion took place.

The Council directed Mr. Knapp to proceed with insuring the Center Street/200 South bridge.

#### DISCUSSION ON PROVIDING TENANT USER LIABILITY INSURANCE PROGRAM (TULIP) INSURANCE

Rich Knapp, Administrative Services Director, explained the TULIP insurance (Tenant User Liability Insurance Program) and how it would be applied in conjunction with the rental of City facilities. He emphasized the insurance not only protected the insured/resident or user but also the City. He pointed out if the individual/organization could provide documentation reflecting it had its own insurance, purchase of the TULIP would not be required. Mr. Knapp distributed a handout reflecting proposed costs and stated he was requesting direction from the Council. Councilmember Bush inquired if the City was requiring a threshold of insurability. Mr. Knapp reviewed the proposed the insurance costs and liabilities with the Council based upon the number of participants. A discussion took place regarding rental costs of facilities.

Eric Howes, Community Services Director, reminded the Council of previous discussions regarding special events because of the insurance component associated with the event. He reported several events were scheduled to take place within the City until they became aware of the City's insurance requirement and at that time the event in Clearfield was cancelled. Brian Brower, City Attorney, expressed his opinion the City should be concerned with personal injury claims from participants at City facilities whether or not they were affiliated with the City. He believed the City had been fortunate given the number of events which occurred at the City facilities. A discussion took place.

Mayor Wood believed this requirement would discourage individuals from reserving park boweries or other facilities and just showing up to use it, which as a resident was their prerogative. Councilmember Young expressed his opinion there was no more risk when renting a City facility as compared to the resident using a facility as a taxpayer. Mr. Brower believed there was more of an expectation when attending an event and the issue continued to be discussed. Councilmember Young suggested if the activity increased the normal risk of the use of the facility, then maybe the insurance should be considered. Mr. Howes reviewed scenarios associated with the designated level of events. Mr. Lenhard suggested liability insurance only be required for the larger events such as 5k races or similar events which would require a higher level of protection for the City. He cautioned the Council would want to be careful in not overburdening users of City facilities. A discussion took place regarding criteria used as a tool in measuring or designating the level of event.

Mayor Wood inquired if the Council was in agreement with the concept of implementing the insurance and all members expressed agreement the insurance requirement was in the best interest of the City. Mayor Wood directed staff to draft specific parameters relating to liability insurance and present something in writing to the Council for discussion in a future work session.

#### DISCUSSION ON PUBLIC INFORMATION PROCEDURES

Adam Lenhard, City Manager, informed the Council because communication was rapidly changing it had become necessary to create a Public Relations Team. He explained the Public Relations Team consisted of himself, JJ Allen, Assistant City Manager, Brian Brower, City Attorney, Greg Krusi, Police Chief, Mike Stenquist, Assistant Police Chief, Natalee Flynn, Public Relations and Marliss Scott, Public Relations. He stated the Team was in the process of creating policies which would allow the City to provide accurate information in a timely manner. He added staff would soon be receiving the policy.

#### DISCUSSION ON TITLE 11, CHAPTER 14, PARKING REGULATIONS

Kent Bush, Councilmember, commented it was his recollection that changes had been made to Chapter 14, parking regulations, out of concern that fluids from vehicles not parked on an impervious surface could potentially contaminate the ground. He understood the need for that change as it related to motorized vehicles but expressed his opinion non-motorized vehicles such as travel trailers could be stored at the side of a home. Mayor Wood believed the change specific

to the parking regulation went beyond environmental concerns. Councilmember Shepherd expressed his recollection the change to the ordinance had more to do with aesthetics and expressed concern that some residents had installed concrete or asphalt in order to meet the criteria identified in the current ordinance. Councilmember Young agreed travel trailers could be stored at the side of the home if the area was maintained.

Councilmember Bush believed allowances should be made for residents desiring to park the RV next to the home during the winter months. Mayor Wood believed the City's ordinance was similar to that of a neighboring community and agreed with Councilmember Shepherd's concern about those residents who incurred the expense in order to be compliant with the ordinance. He stated he would rather not repeal that specific clause but appropriate CDBG funds for a zero percent or low interest loan which could be administered for that purpose. He also believed the ordinance was changed because of aesthetics' concerns.

Councilmember Murray pointed out residents could pay to store their RV at a storage facility or plan to install a hard surface and believed the parking ordinance should stay as it was. She stated it was her recollection the Council amended the ordinance in order to improve or enhance the community. She pointed out the City had allowed a significant time frame to allow residents the opportunity to plan and pay for the installation of the impervious surface.

Mayor Wood and Councilmember Young each shared specific examples of parking issues of which they had been made aware. Mayor Wood pointed out the ordinance was put in place to maintain the integrity of the subdivision and reminded the Council of its intent when it was adopted. He believed ordinances were adopted to benefit the entire community as a whole as opposed to meet individual's needs. Councilmember LeBaron expressed his opinion the current ordinance was adopted because it was best for the entire community even though some residents could have stored their RV's at the side of their homes in an acceptable fashion. Councilmember Young believed a broad stroke approach in implementing ordinances could infringe on individual property rights. Councilmember Shepherd expressed concern residents had expended funds to become compliant and repealing the ordinance at this time would be unfair.

A discussion specific to CDBG funding and low interest loan program options took place specific to the impervious surface implementation and repercussions associated with repealing the ordinance took place. The Council determined to keep the parking ordinance in place as it was currently written.

The meeting adjourned at 9:52 p.m.

CLEARFIELD CITY COUNCIL MEETING MINUTES  
7:00 P.M. REGULAR 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	Asst. 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: Vanessa Tanner, Alec Dow, Meisha Kendall, Jaclynn Brooks, Justin & Lisa Church – Boy Scouts, Dennis Oyler, Sammy Cullens, Chris Perkins – Perks Auto, Blake Perkins – Perks Auto, Kiersten Perkins – Perks Auto, Denece Perkins – Perks Auto, Karol Vasquez, Anthony Vasquez, Samantha Ledin, Bob Bencher, Boy Scout Troops 310/482, Shirley Wang, Craig Hokanson, Brinlee Saunders

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 LeBaron conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE OCTOBER 16, 2013 JOINT WORK SESSION AND THE NOVEMBER 12, 2013 REGULAR SESSION

Councilmember Bush reported he had requested minor changes be made to his City Council report in the November 12, 2013 regular session minutes.

**Councilmember LeBaron moved to approve the minutes as amended from the October 16, 2013 joint work session and the November 12, 2013 regular session as amended, seconded by Councilmember Shepherd. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.**

RECOGNITION OF PERK'S AUTO BODY AND JACK'S DO-IT SHOP FOR PROVIDING ASSISTANCE WITH REMODELING THE ARMADILLO, A PUBLIC SAFETY VEHICLE

Police Chief Greg Krusi explained the vehicle had been donated to the City from Brinks Armored Car in Colorado and stated at the time it was donated it was not operational. The Army Reserves was instrumental in getting the vehicle to Utah and the mechanic in the Public Works Department was able to get the vehicle operational. He then explained Job Corps had originally expressed a desire to complete work on the vehicle and due to funding cuts it was not be able to complete the necessary work. He reported at that time Perk's Auto and Jack's Fix-It were instrumental in completing the remaining work on the Armadillo and presented each company with a plaque of appreciation. The City Council participated in the plaque presentation.

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

Scott Hess, Development Services Manager, reported UTA (Utah Transit Authority) currently owned the 72 acres located at approximately 1250 South State Street and had hired Thackeray Garn to develop it. The property was originally zoned as C-2, Commercial, and M-1, Manufacturing. The rezone was one of the steps required for the development process. He reported the proposed development would consist of a flex business/residential component. The Public Hearing was continued from the October 8, 2013 City Council meeting.

Mayor Wood asked for public comments.

There were no public comments.

**Councilmember Young moved to close the public hearing at 7:16 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 TO RECEIVE LOCAL CONSENT FOR A BEER LICENSE FOR THE GOLDEN GINGER RESTAURANT LOCATED AT APPROXIMATELY 1020 WEST 300 NORTH

Scott Hess, Development Services Manager, explained Shirley Wang, owner of Golden Ginger Bistro, LLC located at 1020 West 300 North was requesting local consent for a Limited-Service Restaurant Liquor License. The Department of Alcohol and Beverage Control (DABC) required additional approvals from the City since the restaurant was located in close proximity to a school and park and explained the distance requirements. Mr. Hess explained the differences between the licenses of the restaurant, Winegar's grocery store and the Maverik convenience store.

Brian Brower, City Attorney, clarified the DABC was requesting whether the local governing body was willing to consent to a proximity variance; however, the variance would be determined and granted by the DABC, not the City. He stated the local governing was therefore required to provide its consent according to State Code. He pointed out the public hearing requirement was specific to the DABC; however, the Council desired to allow the residents to express comment.

Mayor Wood declared the public hearing open at 7:22 p.m.

Mayor Wood asked for public comments.

There were no public comments.

**Councilmember LeBaron moved to close the public hearing at 7:23 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.**

#### CITIZEN COMMENTS

Craig Hokanson, resident, stated he was previously involved with the CERT (Community Emergency Response Team) program and remembered a plan had been designated in which barricades could be removed from blocking the old 200 South railroad crossing to allow vehicular access to the western portion of the City in the event the 200 South/Center Street Overpass was not operational. He stated the barricades no longer existed at that location and expressed his opinion it would be in the City's best interest to allow access in the event of an earthquake or other emergency. He suggested the City should work with the railroad and UTA to keep the emergency corridor available.

Mayor Wood responded working with the railroad right-of-ways and UTA had proven to be very difficult in the past and shared some examples encountered by the City. He directed Scott Hodge, Public Works Director, to research and determine the feasibility of Mr. Hokanson's request; however, he stated the SR 193 extension might also alleviate the need for the access.

Mr. Hokanson expressed concern as to how the residents in the western portion of the City would travel to the eastern portion if all bridge corridors were not available. Mayor Wood stated he would explore options in the event of an emergency.

Councilmember LeBaron suggested the City's Emergency Operations Plan also be involved in regards to the number of bridges located within the City. Mayor Wood suggested Rich Fisher, Emergency Services Director, should also be included.

#### APPROVAL OF LOCAL CONSENT FOR A BEER LICENSE FOR THE GOLDEN GINGER RESTAURANT LOCATED AT 1020 WEST 300 NORTH

**Councilmember Young moved to approve the local consent for a beer license for the Golden Ginger Restaurant located at approximately 300 North 1000 West and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Bush, LeBaron, Murray, Shepherd and Young. Voting NO – None.**

## COMMUNICATION ITEMS

### ***Mayor Wood***

1. Informed the Council he would be out of town until Tuesday, December 3, 2013 and reminded the Council Councilmember Young was the Mayor Pro Tem. He stated he would be available by phone if needed.
2. Expressed hope for an enjoyable Thanksgiving and Holiday Season on behalf of his family.

### ***Councilmember Bush***

1. Announced the new benches had arrived and were in the process of being placed within the City parks.
2. Informed the Council the North Davis Sewer District (NDSD) had set some public hearings at its last meeting. He explained the District would be re-opening the budget and approving its new budget. Additionally the District would be approving a new user fee schedule. He announced the public hearings would take place during the December 12, 2013 (Thursday) meeting at 6:00 p.m.
3. He stated the NDSD had been relining the sewer pipe located in Gordon Avenue and 2700 South from the Highway in Layton continuing west to the Bluff. He stated the last section had been installed and displayed a sample of the interior lining which had been installed.

***Councilmember LeBaron*** – announced he would be out of the country the first two weeks in January, 2014.

***Councilmember Murray*** – nothing to report.

***Councilmember Shepherd*** – wished everyone a Happy Thanksgiving.

***Councilmember Young*** – wished everyone a Happy Thanksgiving.

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

## STAFFS' REPORTS

### ***Nancy Dean, City Recorder***

1. Informed the Council of the following meeting schedule: no meeting on Tuesday, December 3, 2013, a meeting would take place on Tuesday, December 10, 2013 with a work session beginning at 6:00 p.m. and policy session at 7:00 p.m. She stated this would be the last meeting of the year. She informed the Council the first meeting of the new year was scheduled for Tuesday, January 14, 2014.
2. Announced the City's Holiday party was scheduled for Friday, December 13, 2013, 6:00 p.m. at the Timbermine Restaurant. She stated members of the Council would need to RSVP and pay in the Finance Department by Monday, December 9, 2013.

There being no further business to come before the Council **Councilmember Shepherd moved to adjourn at 7:39 p.m., seconded by Councilmember Murray. All voting AYE.**

# Staff Report



**To:** Mayor Don W. Wood and City Councilors  
**From:** Rich Knapp, Administrative Services Director  
**Date:** December 5, 2013  
**Re:** Fiscal Year 2014 Budget Amendments

*Rich Knapp*

## Recommended Action

Staff recommends the City Council approve the FY 2014 budget amendments.

## Description / Background

The table below lists actual and proposed expenditures that do not have or exceed FY 2014 budget authority and require budget amendments as allowed by Utah Code Title 10 Chapter 6 Section 124 to 129.

Division	Description	Amount	Funding Source
<b>General Fund:</b>			
A. Mayor & Council	Youth Council Fund Raising	\$902	Donations
	Net increase for Council Data, Cell, and Mobile Device Stipend. <i>See attachment</i>	\$2,454	Fund Balance
B. Police	Internet Crimes Against Children	\$11,000	ICAC Grant
	Internet Crimes Against Children	\$1,654	Fund Balance
C. Parks	Table and Garbage Cans	\$40,000	Fund Balance
D. Recreation	Youth Center Expenses	\$420	Donations
E. Aquatic Center	Membership Funds for Equipment	\$62,600	Donations
F. Cemetery	Repair/Replace Headstones	\$2,783	Perpetual Cemetery Fund
<b>Capital Project Fund</b>			
G. New item	e-Trak Additional Funds	\$13,000	General Fund Balance
New item	SAFER Sidewalk UDOT 300 N 75 W	\$7,500	UDOT & Fund Balance
H. Brought forward FY13	See Attachment for list of items	\$907,163	Cap. Proj. Fund Balance

<b>Division</b>	<b>Description</b>	<b>Amount</b>	<b>Funding Source</b>
<b>Water Fund</b>			
I. Brought forward FY13	See Attachment for list of projects	\$1,998,550	Water Fund Balance
<b>Sewer Fund</b>			
J. Brought forward FY13	See Attachment for list of projects	\$1,066,298	Sewer Fund Balance
<b>Stormwater Fund</b>			
K. Brought forward FY13	See Attachment for list of projects	\$894,123	Storm Fund Balance
<b>CDRAs</b>			
L.	Reallocate EDA & CDRA funds so CDRA is making bond payment and not the EDA	Varies	EDA #2 Fund Balance Increases and CDRAs Fund Balances Decrease

**Schedule / Time Constraints**

None

**List of Attachments**

- FY2014 Budget Amend Items Worksheet

FY2014 Budget Amendment Items December 10, 2013

Department	Budget		Expense Account Title	Expense		Source		Source Adjustment
	Unit	Account		Adjustment	Description	Account	Source Account Title	
A. Mayor and council	104111	645002		902	youth council fund raising	369003	donations	902
Mayor and council								
Mayor and council	104111	624206		1,440	Mayor & Council data service reimbursement \$40x6x6 months			
Interdepartment services	104151	624206		(1,080)	move budget from interdepartmental services			
Mayor and council	104111	611101		1,800	Mayor & Council cell phone reimbursement \$50x6x6 months			
IT	104142	628002		(1,800)	move budget from IT			
Mayor and council	104111	625002		5,094	elected official mobile device stipend (\$849 x 6)			
IT	104142	625002		(3,000)	move budget from IT			
				<u>2,454</u>		381009	fund balance	2,454
B. Patrol & Investigation	104212	611201	overtime	5,260	ICAC(Internet Crimes against Children)	334001	grant revenue(ICAC)	5,260
Patrol & Investigation	104212	621301	training	2,240	ICAC(Internet Crimes against Children)	334001	grant revenue(ICAC)	2,240
Patrol & Investigation	104212	674001	equipment	3,500	ICAC(Internet Crimes against Children)	334001	grant revenue(ICAC)	3,500
Patrol & Investigation	104212	621101	CLEAR subscription	1,654	ICAC(Internet Crimes against Children)	389001	FY13 fund balance	1,654
Patrol & Investigation	104212	674001	GRNT0055 equipment	7,825	JAG Grant	334001	grant revenue	7,825
Patrol & Investigation	104212	661001	pole camera supplies.	34,614	pole camera grant GRNT0048	331001	federal grant revenue	34,614
Patrol & Investigation	104212	674001	GRNT0056 equipment	2,150	SAFG Grant	334001	grant revenue	2,150
C. Parks	104521	674002	table and garbage cans	40,000	brought forward from FY13 Budget	381009	fund balance	40,000
D. Recreation	104561	645002		420	youth center expenses	369003	donations	420
E. Aquatic Center	104565	645002		62,600	membership funds for equipment	369003	donations	62,600
F. Cemetery	104591	645001		2,783	repair/replace headstones	381001	transfer from perpetual cemetery fund	2,783
Transfer to Other Funds	104810	691004	transfer to capital projects	13,000	e-trak plus recreation system	374001	recreation revenue	13,000
Transfer to Other Funds	104810	691004	transfer to capital projects	1,875	Safer sidewalk city portion	389001	excess FY 2013 fund balance	1,875
			Total General Fund	181,277				
			General Fund Total Use of Fund Balance	45,983				
G. Capital Projects Fund - New items	454142	673001	IT005 e-trak plus recreation software	13,000		381004	transfer from general fund	13,000
						331008	udot revenue	5,625
						381004	transfer from general fund	1,875
	454410	673001	PW 0167 Safer sidewalk udot	7,500	300 N 75 West			7,500
H. Capital Projects brought forward from FY2013								
	Bldg010	CAC HVAC repair		69,000		381009	fund 45 fund balance	69,000
	IT004	new time system		88,000		381009	fund 45 fund balance	88,000
	it0005	etrak recreation software		22,000		381009	fund 45 fund balance	22,000
	CDBG023	Locust Street		92,677		381009	fund 45 fund balance	92,677
	PW0135	crack and patch slurry FY13 Funds		263,146		381009	fund 45 fund balance	263,146
	PW0148	550 E Street		175,000		381009	fund 45 fund balance	175,000
	PW0149	Frontage Road/ 1000 East, 200 S. to 700 S.		178,840		381009	fund 45 fund balance	178,840
	PW0150	800 N Sidewalks project, Phase 2 -750 W to		18,500		381009	fund 45 fund balance	18,500
		Total Capital Proj. Brought Forward		<u>907,163</u>				<u>907,163</u>
I. Water Fund projects bought forward from FY2013								
	cdbg023	Locust Street		104,743		381009	fund balance	104,743
	PW0055	700 S-1000 W to 1350 W		265,000		381009	fund balance	265,000

Department	Budget		Expense		Source		Source	
	Unit	Account	Expense Account Title	Adjustment	Description	Account	Source Account Title	Adjustment
		PW0056	550 E-state to 1000 S	165,953		381009	fund balance	165,953
		PW0110	1450 South,1500 eat to state street	276,110		381009	fund balance	276,110
		PW0111	1450 S 1500 e State	150,000		381009	fund balance	150,000
		PW0114	700 South Well transformer	70,000		381009	fund balance	70,000
		PW0116	SCADA installation	49,222		381009	fund balance	49,222
		PW0137	Locust Street	60,000		381009	fund balance	60,000
		PW0140	18" waterline 700 S to Legend Hills	360,000		381009	fund balance	360,000
		PW0141	700 S Reservoir roof repair	497,522		381009	fund balance	497,522
				<u>1,998,550</u>				<u>1,998,550</u>
J.	Sewer Fund projects brought forward from FY2013							
		PW0080	Freeport sewer upgrade	403,510		381009	fund balance	403,510
		PW0092	550 E-state st to 1000 S replace	135,112		381009	fund balance	135,112
		PW0101	Bruce street fern connection	190,689		381009	fund balance	190,689
		PW0126	1450 South, 1500 East to state street	222,659		381009	fund balance	222,659
		PW0138	Locust street	79,684		381009	fund balance	79,684
		PW0144	install sewer line-city shop	34,644		381009	fund balance	34,644
				<u>1,066,298</u>				<u>1,066,298</u>
K.	Storm Sewer projects brought forward from FY13							
		PW0146	NE freeport basin	80,000		381009	fund balance	80,000
		PW0067	550 E state st to 1000 s	75,000		381009	fund balance	75,000
		PW0123	North Barlow Street install storm drain	231,110		381009	fund balance	231,110
		PW0132	1450 South storm drain	208,013		381009	fund balance	208,013
		PW0147	New 24" storm drain 700 s to TOD	300,000		381009	fund balance	300,000
				<u>894,123</u>				<u>894,123</u>
Cemetery Fund	704810	691001	transfer to general fund	2,783	funds for headstone replacement	381009	fund 70 fund balance	2,783
<u>Community Development and Renewal Agency(CDRA)</u>								
L.	EDA #2	691004	transfer for FY14 sales tax bond payment	(452,343)	FY2014 sales tax bond payment			
	CDRA#7	691004	transfer for FY14 sales tax bond payment	255,765	FY2013 sales tax bond payment			
	CDRA#6	691004	transfer for FY14 sales tax bond payment	196,578	FY2014 sales tax bond payment			
	EDA #2	648801	appropriate increase fund balance	327,382	recover FY13 sales tax bond payment	381009	fund balance	327,382
	CDRA#6	648801	use fund balance FY13	(186,980)	FY2014 sales tax bond payment			
	CDRA#9	648801	use fund balance FY13	(140,402)	FY2014 sales tax bond payment			
				<u>0</u>				

**REOPENED BUDGET**

Compensation Schedule – Elected Officials

Mayor	\$1,800 / mo.
Council	\$990 / mo.

In addition to the salaries listed above, the Mayor and each City Councilmember shall be entitled to receive all benefits offered to regular full-time employees at the same cost, including but not limited to medical, dental, vision, life and long term disability insurance; and retirement. Elected officials do not accrue leave time, such as vacation hours, sick leave, etc.

Every two years (or upon commencement of service by a newly elected/appointed official) an additional stipend is available to each elected official for the purchase of an approved mobile device (e.g., laptop, tablet, etc.) for the purpose of electronic communications and meeting participation. The City also contributes toward the cost of a data plan for the device. Elected officials may choose to use a City-provided cell phone or receive a monthly mobile phone reimbursement.

Exact compensation amounts are detailed in account 104111 of the General Fund annual budget.

**CLEARFIELD CITY CORPORATION**  
**ONE-YEAR ACTION PLAN AMENDMENTS FOR**  
**PROGRAM YEAR JULY 1, 2011 - JUNE 30, 2012**  
**PROGRAM YEAR JULY 1, 2012 - JUNE 30, 2013**

Clearfield City requests to amend the above mentioned One Year Action Plans to include the following:

**Originally reported:**

Clearfield City's 2011-2012 and 2012-2013 Action Plans originally reported:

2011-2012 Projects	Allocated	Spent	Balance
Davis Community Housing Authority	\$10,200	\$5,486.00	\$4,714.00
CDBG Administration	\$41,000	\$19,825.25	\$21,174.75
2012-2013 Projects			
Clearfield Youth Resource Center	\$14,575	\$12,650.51	\$1,924.49
CDBG Administration	\$25,250	\$17,255.49	\$7,994.51
<b>TOTAL</b>			<b>\$35,807.75</b>

**Proposed Project:**

Clearfield City is requesting to reprogram the above-mentioned funds into the following project:

450 West Infrastructure Project: \$35,807.75

The 2013-2014 One Year Action Plan currently has \$181,995.00 allocated to the 450 West Infrastructure Project. Adding the additional \$35,807.75 will increase the CDBG portion to **\$217,802.75**.

PUBLIC HEARING

Notice is hereby given that the Clearfield City Council will meet on December 10, 2013 at 7:00 p.m., to discuss and approve the proposed Amendments to the 2011-2012 and 2012-2013 Community Development Block Grant (CDBG) One Year Action Plans.

The proposed amendments were available for review from October 23, 2013 to November 22, 2013 in the Community Development Department, 55 South State, 2<sup>nd</sup> Floor, Clearfield, Utah, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Dated this \_\_\_\_\_ day of November 2013.

CLEARFIELD CITY CORPORATION

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Nancy R. Dean, City Recorder



## **CITY COUNCIL STAFF REPORT**

**TO:** Mayor, City Council, and Executive Department Staff

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

**MEETING DATE:** December 10, 2013

**SUBJECT:** Discussion and Possible Action on **ZTA 1311-0002**, a request by Deanne Leatherman, on behalf of Meridian Restaurants, for a zoning text amendment to Clearfield City Code Title 11, Chapter 15 Sign Regulations to allow modifications to freeway oriented signs near Interstate 15 interchanges.

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### **RECOMMENDATION**

Move to approve ZTA 1311-0002, an amendment to the Land Use Ordinance Title 11 Chapter 15 Sign Regulations for the inclusion of an overlay zone for Freeway Oriented Signage, based on the Planning Commission's Recommendation and findings in the Staff Report.

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### **ANALYSIS**

#### **Background**

In October 2013 Burger King submitted a sign plan and application to utilize an existing non-conforming pole sign located at 729 N. Main Street at the old Arby's location. At the time, staff wrote a zoning determination letter following current city code which limits the expansion of non-conforming uses. Burger King desires a secondary reader board on the existing pole. They also desire signage that is larger than current code or previous codes would allow. After discussing with the applicant how to move the application forward, they determined it was in their best interest to apply for a zoning text amendment that would allow better utilization of the existing pole sign at that location.

In order to avoid spot zoning, and to be responsive to other similar requests for signage, staff felt it was appropriate to consider signage standards for areas surrounding Interstate 15 Freeway Interchanges. This would affect properties near the 650 North Interchange and the 700 South Interchange.

## Proposed Changes

At a glance the following modifications are proposed:

- Inclusion of an Overlay Zone within the Signage Code regulating freeway oriented signs
- Distance from Interchanges will be limited to 700 foot radius from centerline of the interchange
- Signage Overlay will only relate to Commercial Zoning, and will not affect or entitle residential properties with freeway signage potential
- Re-instates Pole Signs within these locations, and potentially increases the signage sizing requirements

## Proposed Ordinance

Changes in 2004 to the zoning code made all existing legal Pole Signs in Clearfield City legal non-conforming uses. The desire of the city is to move to monument signs along commercial corridors. City Code states that Clearfield is interested in, "strictly enforcing limits on change, expansion, alteration, abandonment and restoration" of non-conforming signs.

### *Standards and Requirements*

Burger King's application and request is to allow approximately 300 square feet of total sign face on each side. This would allow their current signage request to be approved. This is more sign area than has been allowed in Clearfield City under any recent ordinances. This square footage is similar to Riverdale City, but is larger than other cities surrounding Clearfield.

For the benefit of the Planning Commission, staff reviewed sign ordinances from Riverdale, Roy, Sunset, Pleasant Grove, North Salt Lake, Sandy, and others informally to compare and contrast restrictions on signage in Commercial zones. Clearfield City code dating back to the 1980s allowed for Pole Signs up to 30 feet in height with a total signage square footage not to exceed 150 square feet per side.

### Sign Height: Planning Commission Recommendation – 60' maximum height

- Old Clearfield Code: 30' in height
- Riverdale City: 40' in height
- Roy City: 30' in height
- Sunset City: 45' in height
- Pleasant Grove City: 35' in height (over 5 acres signs may be larger)
- North Salt Lake City: 45' in height

### Sign Area: Planning Commission Recommendation – 300 square feet maximum per side

- Old Clearfield Sign Code: 150 sqft per side, 300 sqft maximum
- Riverdale: 300 sqft per side, 600 sqft maximum
- Sunset City: 150 sqft per side, 300 sqft maximum
- Layton City: 200 sqft total sign area
- Sandy City: 100 sqft per side, 200 sqft maximum (over 8 acres signs may be larger)
- Pleasant Grove City: 200 sqft per side, 400 sqft maximum
- North Salt Lake City: 200 sqft per side, 400 sqft maximum

Location Maps:

650 N. Location Map



700 S. Location Map  
East Side



West Side



**Master Plan**

These proposed changes conform to the City’s Master Plan, specifically the Community Vision which includes “Promoting Clearfield as an area with a high-quality business environment.” A revision to the Land Use Ordinance that helps attract businesses which rely on freeway oriented signs meets that purpose. It is also consistent with the policy under the Land Use Element which states, “Continue to update the City’s Land Use Ordinance as necessary to maintain consistency with this General Plan.”

The proposed text amendment in its entirety is attached to this report (See Attachment 2: Exhibit A).

**Public Comment**

Planning Commission heard from the following public at the public hearing:

- Tom Checketts - Layton, UT
- Blake Hazen - Layton, UT

Please review their comments from the minutes. They were both in favor of increasing the signage standards for Freeway Oriented signs. Tom Checketts wanted the maximum height to be raised to 100 feet in order for developable properties near 700 South to have maximum benefit from the increased signage standards.

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**FINDINGS**

**Zoning Ordinance Text Amendment**

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

Review Consideration		Staff Analysis
1)	The proposed amendment is in accordance with the General Plan and Map; or	The Policy of the Land Use Element states “Continue to update the City’s Land Use Ordinance as necessary to maintain consistency with this General Plan”. Land Use Guidelines include impacts to the business community. This proposed text amendment to help allow freeway oriented businesses to better utilize signage will help “promote Clearfield as an area with a high-quality business environment.”
2)	Changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.	No conditions are being recommended for this ordinance change.

**Planning Commission Recommendation**

The current application requests that total sign area be expanded to approximately 300 square feet per side. This would accommodate the current application that has been filed. Planning

Commission deliberation and discussion led to the following recommended zoning code changes:

1. Areas considered for this overlay are those commercial locations within 700 foot radius of the centerline of the I-15 Interchanges at 650 North and 700 South
2. Allow pole signs in the areas noted above up to 60 feet in height
3. Allow 300 square feet of signage per side with a total signage of 600 square feet
4. Allow Secondary reader boards with changeable copy to consume up to 33% of total signage allowed per side (up to 100 square feet total)
5. Add illumination standards to control potential impacts to surrounding property owners from bright signs

Comment and discussion from the City Council is welcome as we work together to reach a compromise that is accommodating and business friendly while still protecting the City from uses that are out of line with current development and future goals.

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## **ATTACHMENTS**

1. "Exhibit A" Text Amendment for Freeway Oriented Signage Overlay Zone (S-O) with Planning Commission Recommendation noted
2. Sign Application for Burger King

## “Exhibit A” – Planning Commission Recommendation 12-4-2013

### Article A. Freeway Oriented Signage Overlay Zone (S-O)

#### **11-15A-1 PURPOSE:**

The purpose of the Freeway Oriented On-Premise Signage Overlay Zone is to promote economic development and business promotion for areas of the city near Interstate-15 Interchanges. These provisions are intended to allow greater flexibility for on-premise signs that have freeway visibility.

#### **LOCATION DESIGNATION**

Areas within Commercial zoning designations that reside within a **700'** radius of the center point of Interstate-15 Interchanges are included in the overlay zone. Interchanges affected are 650 North and 700 South. These standards shall only apply in Commercially Zoned areas within the required distance from a Freeway Interchange, and do not provide any additional signage provisions for residentially zoned properties.

#### **STANDARDS AND REQUIREMENTS**

Maximum Height: **60'** in height

Existing pole signs taller than 60 feet may continue to exist as legal non-conforming signs. No pole sign may be raised. New signs within this overlay zone are limited to 60 feet in height.

Maximum Sign Area: **300 square feet per side, 600 square feet maximum**

Location: Ground or Pole sign may be located in any required yard but shall not extend over any lot line or within fifteen (15) feet of any point of vehicular access from a zoning lot to a public roadway.

Reader boards: Reader boards, changeable copy areas, and electronic message centers shall not exceed **33%** percent of the total sign copy area of the sign.

Flashing Signs: Signs shall not flash, and must have a dwell time of at least four (4) seconds

Maximum Illumination: All illuminated signs must comply with the maximum luminance level of seven hundred fifty (750) cd /m<sup>2</sup> or Nits at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), US Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise, as determined by the NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions, when required or appropriate.

#### **PERMIT PROCESS**

Signage must comply with 11-15-10 in obtaining permits.

#### **REQUIRED PERMIT INFORMATION**

A. Monument And Freestanding Signs:

1. Plot plan showing relationship of sign to other signs, buildings, property lines, and setbacks from public rights of way, intersections, easements and driveways.
2. Two (2) accurately dimensioned, scaled drawings showing height, color, square foot dimensions, landscaping, sign composition, type of illumination, and how the sign will appear from the street.
3. Details of sign construction including electrical plans and foundation scheme.
4. Number of acres and length of linear street frontage of property.

**B. Wall Signs:**

1. Two (2) scaled drawings showing square foot dimensions of both the building and the sign, sign composition, and type of illumination.
2. A profile drawing of how the sign will appear from the street/parking area and on the building.
3. Details of sign construction and attachment including electrical plan.

**C. Temporary Signs:**

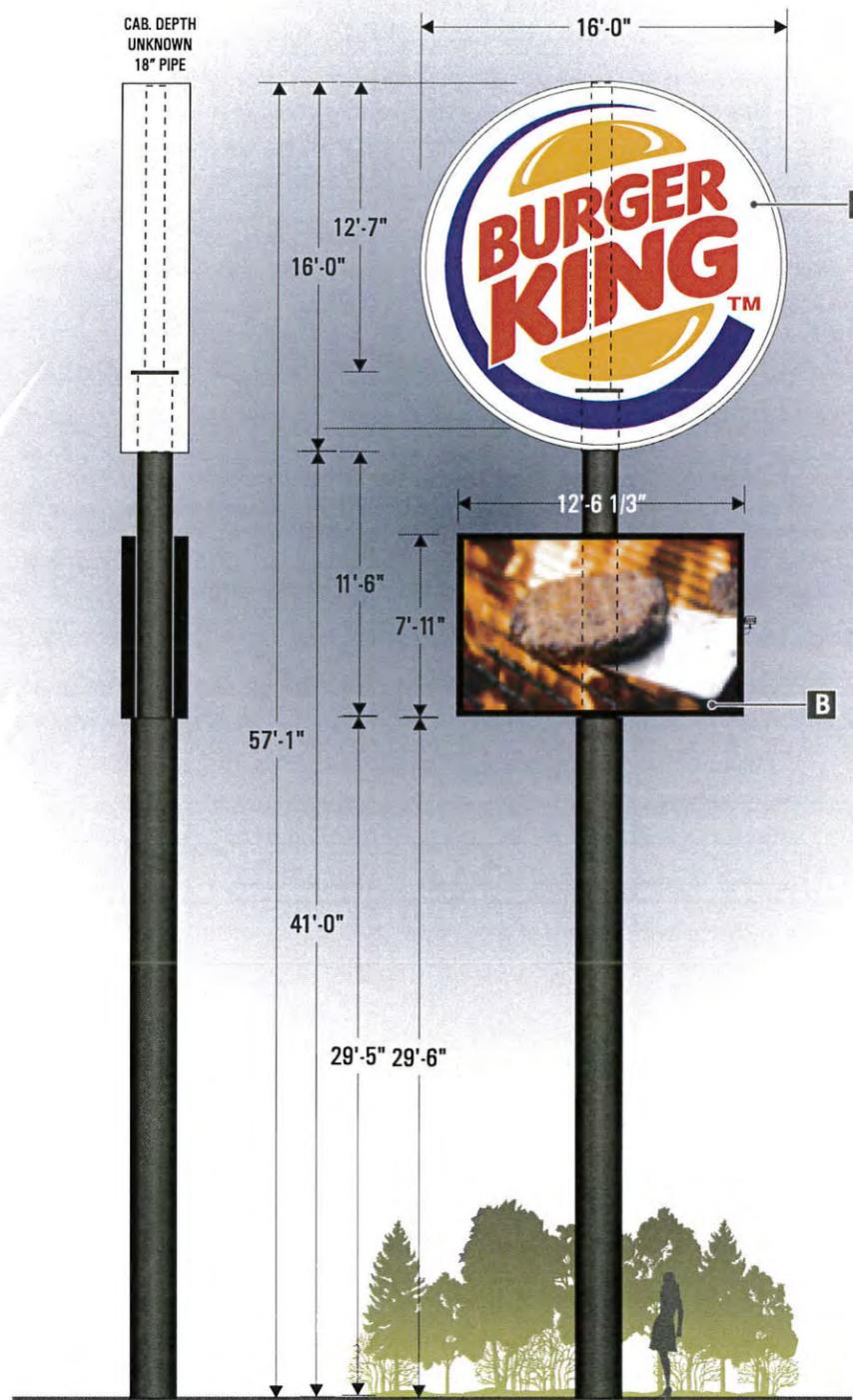
1. Plot plan showing relationship of sign(s) to buildings, property lines, and setbacks from public rights of way, intersections, easements and driveways.
2. Length of period for display, type of request.

**D. Additional Information Required:**

1. Proof of current Clearfield City business license.
2. Business addresses and phone number.
3. Address of property owner and phone number.
4. General or electrical contractor license, phone and address. (Ord. 2009-45, 11-24-2009)

**SAFETY AND LOCATION STANDARDS FOR PERMANENT SIGNS**

Signage must comply with 11-15-13 in all aspects.

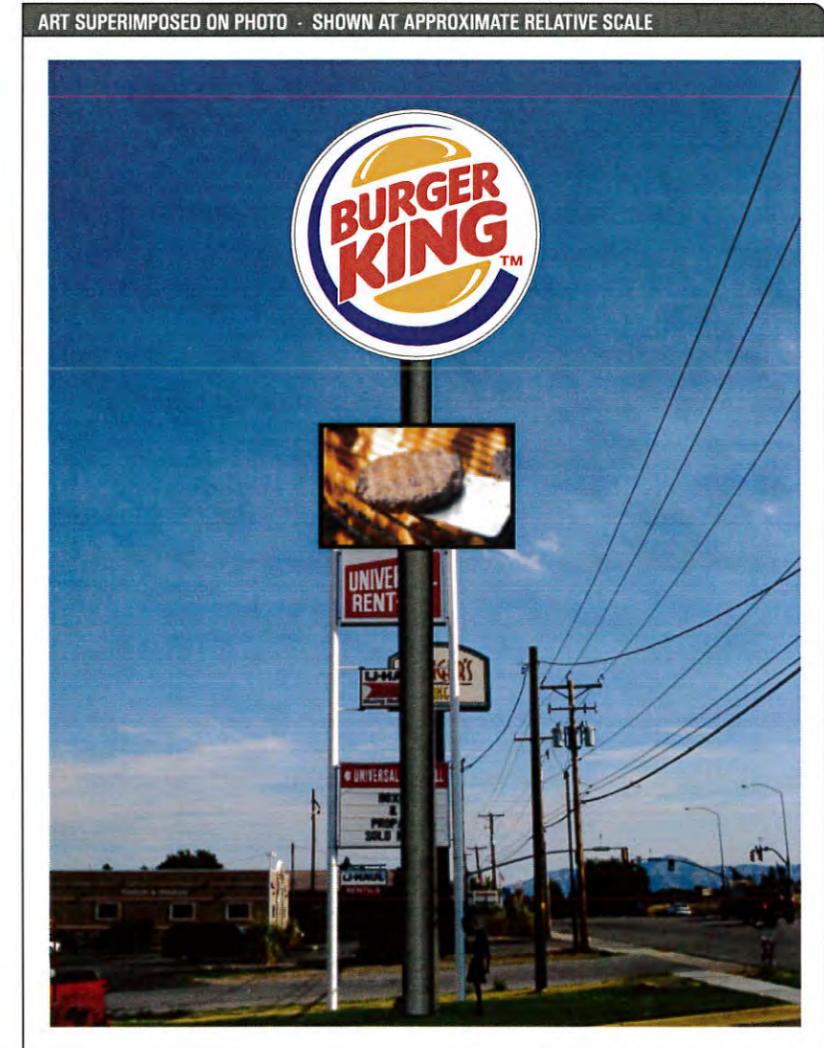
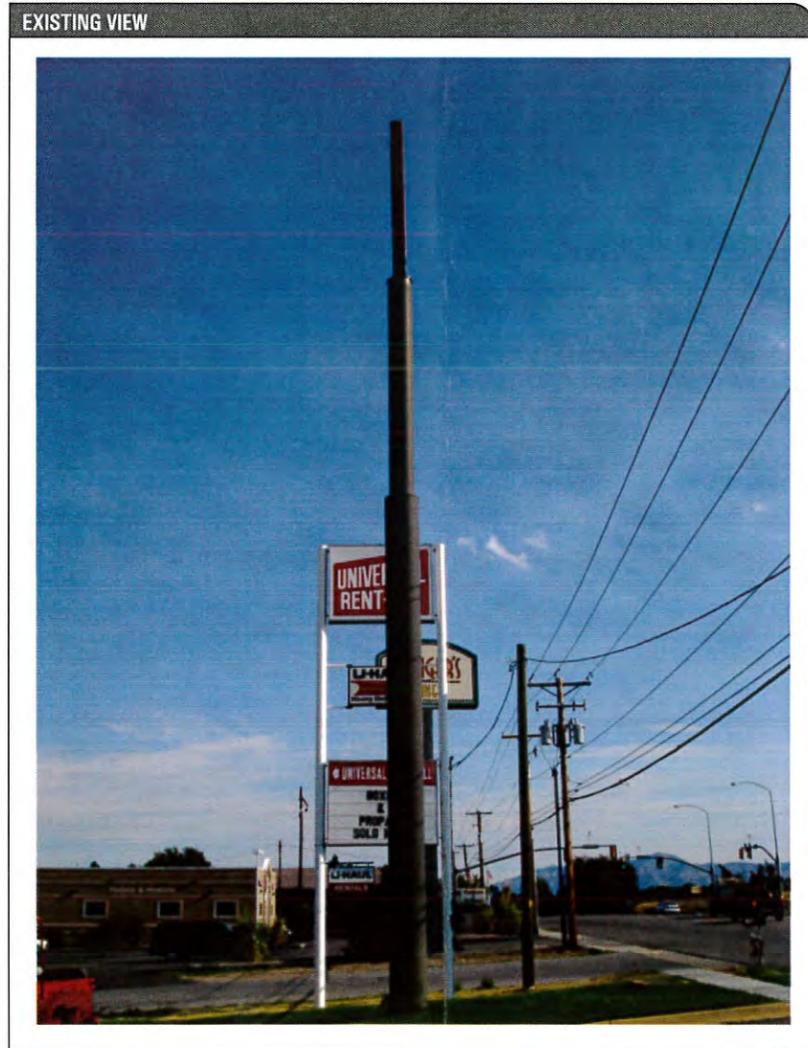


**1.2** SIDE VIEW **1.1** NEW D/F LOGO CAB & EMC **SCALE: 1/8" = 1'-0"**  
 QUANTITY: 1 MANUFACTURE & INSTALL

SIGN SPECS		
<b>A</b>	CABINET	TYPE ILLUMINATED SHIPPED IN
<b>B</b>	EMC	PIXEL SPACING 25mm
		MATRIX SIZE 88 X 144
		LED COLOR FULL COLOR
		COMMUNICATION RF WIRELESS
		HOST COMPUTER DESKTOP W/PRISMVIEW
		REMOTE COMPUTER INTERNAL COMPACT PC
		TEXT HEIGHT 7" CHARACTERS
		LINES OF TEXT 11 LINES
		CHARACTERS/LINE 29 CHARACTERS PER LINE
	GRAPHICS	VIDEO CAPTURE NONE
		COOL 3D SOFTWARE YES
		TRAINING ONLINE
		MEDIA SERVICES START UP PACKAGE (5 ANIMATIONS)

GENERAL NOTES:	
ESTIMATING	REMOVE TOP 10" SQ. TUBE SUPPORT. REPAIR ALL DAMAGED PIPES. REC/INST LOGO CAB. INTERNAL KING POST SUPPORT & PLATE BY MANUFACTURER FOR LOGO CAB. INSTALL NEW PLATE MOUNT ON TOP OF 18" PIPE. MFR/INST EMC.
PRODUCTION	REPAIR DAMAGED PIPES
INSTALL	
P. MANAGER	
PERMITTING	SIGN-1.1 AREA: 256.ft <sup>2</sup> SIGN-2.1 AREA: 99.9. ft <sup>2</sup>
ELECTRICAL	EXISTING
HOO-K-UP BY:	

ACTUAL EMC RESOLUTION WILL VARY BY VIEWING DISTANCE.  
 PLACEMENT SHOWN IS APPROXIMATE FOR 4" x 5" BEEHIVE HEAT AND LIGHT SENSOR UNIT



**YESCO**  
 Rocky Mountain Region  
 1605 South Gramercy Road  
 Salt Lake City, UT 84104  
 801-487-8481  
 3770 Juliet St.  
 Denver, CO 80239  
 303-375-9933

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.  
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 www.yesco.com

CLIENT:	BURGER KING
ADDRESS:	729 MAIN ST.
CITY / STATE / ZIP:	CLEARFIELD, UT
ACCOUNT EXECUTIVE:	MATT WREN
DESIGNER:	CHERYL LEWIS
ORIGINAL DATE:	8-29-2013

CUSTOMER APPROVAL	
Client Signature / Date	
Landlord Signature / Date	

ELECTRICAL NOTE	
NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL CONNECTION CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.	
IF VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE:	
VOLTS	AMPS

UL NOTE  
 YESCO IS A UL RECOGNIZED MANUFACTURER  
 THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND / OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

VERSIONS	<input checked="" type="checkbox"/>
R1 - 9/3 USE TOP SECTION	
R2 - 9/4 LARGER EMC	
R3 - 9/12 LARGER LOGO CAB	
ENGINEERING SPECS ADDED	

DESIGN NUMBER:  
 DSGN 46315-1 R1

**CLEARFIELD CITY RESOLUTION 2013R-20**

**A RESOLUTION APPROVING AND ADOPTING  
AMENDMENTS TO THE FISCAL YEAR 2014 BUDGET AND  
APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH  
THEREIN**

WHEREAS, Clearfield City is six months into its budget period which began on July 1, 2013 and ends on June 30, 2014; and

WHEREAS, the City Council has approved some expenditures that were not included in the original budget; and

WHEREAS, Utah state code allows the City Council to make adjustments to the budget; and

WHEREAS, proper notice of the public hearing for this matter was given; and

WHEREAS, Clearfield City has considered and approved those amendments.

NOW, THEREFORE, be it resolved by the Clearfield City Council that the amendments to the Clearfield City budget beginning July 1, 2013 and ending June 30, 2014 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference are authorized and approved.

The Mayor is authorized to sign any documents reflecting those amendments.

Passed and adopted at the Clearfield City Council meeting held on December 10, 2013.

Dated this 10<sup>th</sup> day of December, 2013.

ATTEST

CLEARFIELD CITY CORPORATION

\_\_\_\_\_  
Nancy R. Dean, City Recorder

\_\_\_\_\_  
Donald W. Wood, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

# CLEARFIELD CITY ORDINANCE 2013-14

## AN ORDINANCE AMENDING TITLE 11 OF THE CLEARFIELD CITY CODE

**PREAMBLE:** This Ordinance amends Title 11 of the Clearfield City Code by enacting Chapter 15A, the “Freeway Oriented Signage Overlay Zone (S-O)” in said title.

### BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

#### **Section 1. Enactment:**

*Title 11, Chapter 15A of the Clearfield City Code is hereby enacted to read as follows:*

#### **TITLE 11, CHAPTER 15A FREEWAY ORIENTED SIGNAGE OVERLAY ZONE (S-O)**

##### **11-15A-1: PURPOSE:**

The purpose of the Freeway Oriented On-Premise Signage Overlay Zone is to promote economic development and business promotion for areas of the city near Interstate-15 Interchanges. These provisions are intended to allow greater flexibility for on-premise signs having the specified freeway visibility.

##### **11-15A-2: LOCATION DESIGNATION:**

Areas within Commercial zoning designations that reside within a **700'** radius of the center-point of Interstate-15 Interchanges are included in the overlay zone. Interchanges affected are 650 North and 700 South. These standards shall only apply in Commercially Zoned areas within the required distance from a Freeway Interchange, and do not provide any additional signage provisions for residentially zoned properties.

##### **11-15A-3: STANDARDS AND REQUIREMENTS:**

- A. Maximum Height: **60'** in height. Lawful existing pole signs taller than 60 feet may continue to exist as legal non-conforming signs. No pole sign may be raised. New signs within this overlay zone are limited to 60 feet in height.
- B. Maximum Sign Area: **300 square feet per side, 600 square feet maximum.**
- C. Location: Ground or Pole sign may be located in any required yard but shall not extend over any lot line or within fifteen (15) feet of any point of vehicular access from a zoning lot to a public roadway.

- D. Reader boards: Reader boards, changeable copy areas, and electronic message centers shall not exceed **33%** percent of the total sign copy area on each side of the sign (maximum reader board, changeable copy area, and electronic message centers shall not exceed 100 square feet per side).
- E. Flashing Signs: Signs shall not flash, and must have a dwell time of at least four (4) seconds.
- F. Maximum Illumination: All illuminated signs must comply with the maximum luminance level of seven hundred fifty (750) cd /m<sup>2</sup> or Nits at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), US Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise, as determined by the NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions, when required or appropriate.

**11-15A-4: PERMIT PROCESS:**

Signage must comply with § 11-15-10 of this code in obtaining permits.

**11-15A-5: REQUIRED PERMIT APPLICATION INFORMATION:**

- A. Monument And Freestanding Signs:
  - 1. Plot plan showing relationship of sign to other signs, buildings, property lines, and setbacks from public rights of way, intersections, easements and driveways.
  - 2. Two (2) accurately dimensioned, scaled drawings showing height, color, square foot dimensions, landscaping, sign composition, type of illumination, and how the sign will appear from the street.
  - 3. Details of sign construction including electrical plans and foundation scheme.
  - 4. Number of acres and length of linear street frontage of property.
- B. Wall Signs:
  - 1. Two (2) scaled drawings showing square foot dimensions of both the building and the sign, sign composition, and type of illumination.
  - 2. A profile drawing of how the sign will appear from the street/parking area and on the building.
  - 3. Details of sign construction and attachment including electrical plan.

C. Temporary Signs:

1. Plot plan showing relationship of sign(s) to buildings, property lines, and setbacks from public rights of way, intersections, easements and driveways.
2. Length of period for display, type of request.

D. Additional Information Required:

1. Proof of current Clearfield City business license.
2. Business addresses and phone number.
3. Address of property owner and phone number.
4. General or electrical contractor license, phone and address.

**11-15A-6: SAFETY AND LOCATION STANDARDS FOR PERMANENT SIGNS:**

Signage must comply with 11-15-13 in all aspects.

**Section 2. Repealer:** Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

**Section 3. Effective Date:** These amendments shall become effective immediately upon passage and posting.

Passed and adopted by the Clearfield City Council this 10<sup>th</sup> day of December, 2013.

ATTEST:

CLEARFIELD CITY CORPORATION

\_\_\_\_\_  
Nancy R. Dean, City Recorder

\_\_\_\_\_  
Donald W. Wood, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# CLEARFIELD CITY ORDINANCE 2013-13

## AN ORDINANCE AMENDING TITLE 1 OF THE CLEARFIELD CITY CODE

**PREAMBLE:** This Ordinance amends Title 1 of the Clearfield City Code by amending Chapter 6, Section 3 and repealing Chapter 7, Section 5.

### **BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:**

#### **Section 1. Enactment:**

Title 1, Chapter 7, Section 5 of the Clearfield City Code is hereby repealed.

Title 1, Chapter 6, Section 3 is hereby amended to read as follows:

A. Powers And Duties: The mayor and city council, as the legislative and governing body, shall have, exercise and discharge all the rights, powers, privileges and authority conferred by the laws of the state upon the city and shall perform all duties that may be required of them by law. Such body shall also administer all local laws and perform all duties legally established by city ordinances, resolutions, rules and regulations.

B. Quorum: A majority of the city council elected or legally appointed shall constitute a quorum to do business, except when any act, by law or necessity, requires the unanimous concurrence of all members of the city council; 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.

C. The Mayor and members of the City Council shall each receive a monthly salary and other compensation for their services as set forth in the Compensation Schedule in the annual budget, as adopted after public hearing.

**Section 2. Repealer:** Any provision or ordinances that are in conflict with this ordinance are hereby repealed.

**Section 3. Effective Date:** These amendments shall become effective January 1, 2014.

Passed and adopted by the Clearfield City Council this 10th day of December, 2013.

CLEARFIELD CITY CORPORATION

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Donald W. Wood, Mayor

ATTEST:

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Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# Staff Report



To: Mayor Wood and City Council Members  
From: JJ Allen, Assistant City Manager  
Date: December 6, 2013  
Re: Lease with LNR for parking lot construction

---

## **I. RECOMMENDED ACTION**

Approve Resolution 2013R-19, approving a lease agreement for real property owned by Clearfield City and authorize the Mayor's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

LNR Partners is the landlord of a 125,000 square foot office building located at 888 South 2000 East, which has been vacant for approximately 18 months. The building is parked at five stalls per 1,000 square feet of floor space (about 640 stalls), but the many prospective tenants that have considered the building over the course of the last year have parking requirements between eight and ten stalls per 1,000 square feet. If the entire building were filled with users of this type, an additional ~400 stalls would be necessary.

LNR has a tenant lined up for the building's north wing, which would bring approximately 550 new jobs to the area and \$2.1 million in capital investment. That's great news, but LNR would be left with 75,000 vacant square feet—without sufficient remaining parking to make the space viably marketable. Consequently, LNR has requested to lease from the City and CDRA adjacent property for the purpose of expanding their parking facilities. The new parking would also serve a future City park.

The following is a summary of the key points of the lease:

- The City would lease its entire 2.0 acre parcel to LNR for the purpose of constructing a parking lot.
- The term of the lease would be 25 years (with an option to renew for an additional 25 years), with rent of \$10.00 per year.
- LNR would construct and maintain the parking lot, which would be shared with patrons of the future park. The City would have approval of the parking lot design.
- Utilities and taxes would be paid by LNR.

- LNR would be required to carry insurance on the parking lot, with the City jointly covered.

Also, it should be noted that the City/CDRA properties have previously been identified for a future park or other public purpose, including an easement for a road connecting 900 South (a private drive through the Sundowner Condos development) to 2000 East. In our research on this property, we have not found anything that would prevent us from leasing it for construction of parking.

Nevertheless, as an extra measure of fact finding and outreach, we have scheduled a neighborhood meeting with the property owners in the area. That meeting will be held on Monday, December 9, at 6:00 in the multi-purpose room at City Hall.

The City's intention would still be to construct a park, but it would be small (about  $\frac{3}{4}$  acre), at the south end of the CDRA parcel, adjacent to the canal. This would present the opportunity for a bridge over the canal, connecting the park to the trail.

It should also be noted that Resolution 2013R-19 makes the Agreement subject to the recording of an easement for the road mentioned above.

### **III. IMPACT**

#### **a. Fiscal**

This is essentially a no-cost lease—the City's contribution to incentivize occupancy of the building. That said, if the building is occupied, there will be tenant improvements and personal property, increasing the taxable valuation. Also, the creation of new jobs in our community will hopefully have a multiplier effect, perhaps improving our sales tax revenue.

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

The future City park will benefit from the new parking, which the City will neither have to construct nor maintain.

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

LNR is anxious to get this lease approved so that they can enter the lease with their tenant in December. The tenant is hoping to be operational in early 2014.

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

- Resolution 2013R-19 and Lease Agreement with LNR Partners

# **CLEARFIELD CITY RESOLUTION 2013R-19**

## **A RESOLUTION APPROVING A LEASE AGREEMENT FOR REAL PROPERTY OWNED BY CLEARFIELD CITY CORPORATION**

WHEREAS, Clearfield City Corporation (the “City”) has established a redevelopment plan to take action which would revitalize, upgrade and develop certain areas of the City with quality projects which are conducive to the long range goals of the City; and

WHEREAS, the City currently owns a two acre parcel of land bearing Davis County Parcel Serial No. 09-302-0006 located just south of a 125,000 square foot office building at 888 South University Park Blvd. in Clearfield owned by LNR Partners, LLC; and

WHEREAS, while the City previously planned to utilize said parcel as a City Park, sufficient resources aren’t presently available to develop the parcel in that fashion, nor does it appear that such resources will be available in the near future; and

WHEREAS, LNR’s building has been without a tenant for approximately 18 months; and

WHEREAS, LNR has a prospective tenant for its building which would promptly bring roughly 500, and possibly more, jobs into the area; and

WHEREAS, the parking currently available at LNR’s building is inadequate to fully support the combined needs of prospective tenants; and

WHEREAS, the City seeks to increase the number of jobs available to Clearfield residents and others in the community; and

WHEREAS, leasing a portion of the City’s parcel to LNR for use as additional parking which would facilitate bringing more jobs to the area appears to be in the best interests of Clearfield residents; and

WHEREAS, the City Council has reviewed the proposed Lease Agreement, attached hereto as Exhibit “A”, between the City and LNR for leasing the above described real property for use as additional parking;

NOW THEREFORE BE IT RESOLVED, by the Clearfield City Council that the attached Lease Agreement between LNR and the City is hereby approved, subject to the prior recording of an easement for a future public road, and the Mayor is hereby authorized to execute any necessary documents.

Passed and adopted by the City Council at its regular meeting held on December 10, 2013.

ATTEST:

CLEARFIELD CITY CORPORATION:

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Nancy R. Dean, City Recorder

---

Donald W. Wood, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into between Clearfield City Corporation, a Utah Municipal Corporation (the "City") with its principle place of business located at 55 S. State St., Clearfield, UT 84015, and LNR Partners, LLC, a Florida Limited Liability Company ("Lessee") with its principle place of business located at 1601 Washington Ave., Suite 800, Miami Beach, FL 33139;

### WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leased Premises. Lessee leases from the City all of the "City Park" space south of Lot 4 of the Hillside Park Subdivision, located at approximately 888 S. University Park Blvd., Clearfield, Davis County, Utah, bearing Davis County Tax I.D./parcel no. 09-302-0006 and containing roughly 2.00 acres (the "Premises"), more or less, subject to any and all public utility easements, rights-of-way, or other easements located thereon.

2. Use of Premises. Lessee agrees and covenants that no unlawful use shall be made of the Premises, nor shall any unlawful business be conducted on the Premises. Lessee shall comply with all rules, regulations, zoning and other ordinances of Clearfield City and shall use the Premises only as intended for the purposes of this Lease; namely, to provide additional parking facilities for existing building improvements (office building owned by Lessee located at 888 South University Park Blvd., Clearfield, UT) on Lot 4 of the Hillside Park Subdivision. Lessee shall not violate any laws, covenants, conditions, easements or other restrictions associated with the Premises and any easements thereon shall not be infringed upon by Lessee, including any improvements on the Premises constructed or installed by Lessee or at Lessee's request. Prior to commencing either the construction or installation of any improvements on the Premises, Lessee must first obtain written approval for such from the City as Lessor of the Premises. Said written approval shall be in addition to and does not take the place of any other approvals otherwise required by or from the City as a municipal authority (e.g. site plan approval, grading or building permits, etc.). Lessee agrees to share access, ingress/egress, and use of all parking lot improvements on the Premises, in addition to access to those improvements through Lessee's existing parking lot improvements on its property at 888 South University Park Blvd., with the City and patrons to current trail as well as future public park improvements near the Premises. Lessee shall comply with all statutes, orders, ordinances, and requirements of all municipal, state and federal authorities pertaining to the use of the Premises. Lessee shall not allow a nuisance on the Premises. Lessee shall not permit the storage of any flammable material on the Premises.

3. Term. Lessee shall lease the Premises for an initial term of twenty-five (25) years commencing January 1, 2014, and terminating December 31, 2033, unless sooner terminated as provided herein. Lessee shall have the option, at Lessee's sole discretion, to renew this lease under the same terms set forth herein for one (1) additional twenty-five (25) year term. In order to exercise said renewal option for one additional term, Lessee must notify the City in writing of its intent no later than January 1, 2033. Upon the termination of this Lease, Lessee shall return peaceable possession of the Premises to the City, in at least as good condition as at the time the

Premises were initially leased, reasonable wear and tear excepted, including any alterations, additions and improvements made thereto.

4. Sublease, Assignment or Transfer. The City reserves the right to transfer or assign its interest in the Lease or the Premises at any time, without restriction. Any sublease or assignment of this Lease, or the rights bestowed herein, by the Lessee, is subject to prior written approval from the City. Although granting such approval shall be completely within the City's discretion, such approval shall not be unreasonably withheld.

5. Rent. Lessee covenants to pay rent to the City in the amount of TEN DOLLARS (\$10.00) per year, in advance, payable on or before January 1<sup>st</sup> of each year. The rent shall be payable at Clearfield City offices located at 55 S. State St. in Clearfield, or at such other place as the City may designate.

6. Termination. This Lease Agreement may be terminated by the City upon two (2) years' written notice to the Lessee. Lessee may terminate this Lease Agreement by giving the City at least ninety (90) days' written notice.

7. Right of Entry and Inspection. Lessee shall permit either the City or the City's agents to enter the Premises at any and all reasonable times for the purpose of inspecting the Premises and protecting the Premises. The City may take whatever actions it deems necessary to protect the Premises from abuse, waste, neglect or damage.

8. Alterations, Improvements and Signage. Lessee shall not make any alterations, additions, improvements or changes in or on the Premises without the prior written consent of the City. Said written consent shall be in addition to and does not take the place of any other approvals from the City as a municipal authority which would normally be required. Lessee further agrees to coordinate the design and location of any improvements to the Premises with the City in order to accommodate existing easements, rights-of-way and other future public improvements on the Premises. Any improvements shall remain the property of the City upon the termination of this Lease. Lessee shall be responsible for the cost of and maintenance of any signage. Lessee must obtain prior written consent from the City before installing any signage. Said written consent for signage shall be in addition to and does not take the place of any other approvals from the City as a municipal authority which would normally be required. Lessee shall not allow to be filed and shall be liable for any mechanic's liens.

9. Maintenance. Lessee shall maintain, at Lessee's expense, the Premises in good, safe and clean condition. With regard to the Premises and improvements thereon, Lessee shall be obligated for and responsible to repair all structures, pavement, curb, gutter, sidewalk, striping, landscaping, walls, fixtures, doors, heating, air conditioning or electrical equipment, lighting (including, but not limited to fixtures, globes and tubes), glass breakage, trash removal, snow removal, fences, as well as any and all damage caused by Lessee's negligence and/or that of Lessee's invitees, employees, or guests, to any portion of the Premises. Lessee shall be responsible for the removal and control of all snow, weeds and noxious plants. Lessee shall

accomplish all repairs required of Lessee by this Lease in a reasonably expeditious and workmanlike manner. Lessor shall not be responsible for any damage to the Premises.

10. Utilities and Taxes. Lessee shall be directly responsible for the payment of any and all utility expenses, including but not limited to power and water. Lessee shall also pay any and all expenses and assessments to the Premises for Lessee's personal property taxes. The City shall initially pay any assessments for real property taxes for the Premises, after which Lessee is obligated to reimburse the City for the amount of real property taxes actually paid within thirty (30) days of receipt of invoice from the City. If after thirty (30) days' written notice the Lessee has failed to reimburse the City for property taxes actually paid, then the City shall have the right to terminate this Lease for breach, effective immediately, without penalty.

11. Adjacent Areas. Lessee agrees to keep common areas adjacent to the Premises free and clear from any obstacles, debris or hazardous condition.

12. Indemnification. Lessee shall indemnify, defend and hold the City, its employees, elected and appointed officials, harmless from any claim, loss or liability arising out of or related to any activity of the Lessee, or the Lessee's invitees, employees, guests, or others on the Premises or from any condition of the leased Premises in the possession or under the control of the Lessee or that is incidental to Lessee's possession of the leased Premises or from the Lessee's default or breach of any term, condition, agreement or other provision of this Lease. This agreement to indemnify is intended to be construed as broadly as lawfully permissible.

13. Damage to Property. The City shall not be liable for any damage to any property or injury to persons in or upon the leased Premises, from whatever cause or source. Lessee shall give the City, or to its agent, prompt written notice of any accident or damage to, or defacing of, any of the leased Premises. The City shall have no obligation to accomplish any repairs to the Premises and upkeep and maintenance of any improvements thereon shall be the exclusive responsibility of the Lessee.

14. Untenable Premises. In the event that Premises become untenable by reason of eminent domain, damage by fire, flood, earthquake, or act of God, and if said Premises shall remain untenable for sixty (60) days, then this Lease shall be terminated, without penalty, and the parties shall incur no further liability with respect hereto. During the period that any aforementioned cause prevents Lessee's use of the Premises, rent shall be abated to the extent that such use is denied, unless such damage was caused by fault or neglect of Lessee, or Lessee's agents, employees, visitors, contractors or licensees, then Lessee shall be responsible for and repair any and all damage.

15. Abandoned Premises. In the event that Lessee shall be absent from the Premises for a period of one hundred eighty (180) consecutive days, Lessee shall, at the option of the City be deemed to have abandoned the Premises and any property left on the Premises shall be considered abandoned and may be disposed of by the City as it shall see fit. All property on the Premises is hereby subject to a lien in favor of the City for payment of all sums due hereunder to the maximum extent allowed by law.

16. Insurance. The Lessee shall secure insurance to cover loss or destruction of the Premises by fire or other casualty. Moreover, Lessee shall provide insurance on the Premises for the real property and any improvements thereon as well as Lessee's personal property on the Premises whether affixed or otherwise. Lessee shall carry comprehensive general liability insurance in the minimum sum of \$2,000,000.00 covering the Premises for both personal injury and property damage with the City being jointly covered by such policy and a beneficiary of such. This provision shall not be construed to relieve Lessee of any obligation hereunder to indemnify the City for claims arising from conduct of Lessee's business or leasing of the Premises. Lessee shall provide the City a copy of Lessee's insurance policy coverage within fifteen (15) days after leasing the Premises.

17. General Provisions. Lessee shall be in default if any of the following occur: the rent is not paid when due; if Lessee has failed to perform any provisions as obligated under this Lease; Lessee's filing of Bankruptcy; or, the filing of a mechanics lien against the Premises. In the event of default, the City shall have all remedies provided by Utah law, including terminating this Lease, without penalty, and recovering any damages associated therewith, as well as court costs and reasonable attorneys' fees.

The terms and conditions of this Lease shall be binding upon the heirs, executors, administrators, and successors of the respective parties hereto. The obligations and covenants of the Lessee herein shall be the joint and several obligations of the Lessees.

Lessee may not assign this Lease or sub-let the Premises without written permission of the City. This Lease may not be modified except in writing and signed by the parties hereto. No failure of the City to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment of funds owed by Lessee be deemed a waiver of the City's right to the full amount. Time is of the essence with respect to this Lease. The provision captions appearing herein appear only as a matter of convenience and are not intended to limit or modify the provisions contained thereunder, construe or describe the scope or effect of any provision of this Lease. The foregoing constitutes the entire Agreement between the parties with respect to matters contained herein.

Any notice which either party may be required to give shall be given by personal delivery or by mailing the same, certified or registered mail, return receipt requested, to:

CLEAFIELD CITY:

Clearfield City  
Attn: Adam Lenhard  
55 S. State St.  
Clearfield, UT 84015

LESSEE:

LNR Partners, LLC  
Attn: ???  
1601 Washington Ave., Suite 800  
Miami Beach, FL 33139

If any term, covenant, or provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of

this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

This Lease shall be governed by construed in accordance with the laws of the State of Utah. Any action arising out of this Lease or to enforce the terms contained herein shall be brought in the Second Judicial District Court for the State of Utah, Farmington Department.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CLEARFIELD CITY CORPORATION

LNR PARTNERS, LLC.

\_\_\_\_\_  
Don Wood, Mayor

\_\_\_\_\_  
???

ATTEST

\_\_\_\_\_  
Nancy Dean, City Recorder

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA        )  
                                      §  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2013 personally appeared before me, ???, as signer of the foregoing document, who duly acknowledged to me that he/she has corporate authority on behalf of LNR Partners, LLC, to execute the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing: \_\_\_\_\_

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
7:00 P.M. REGULAR SESSION  
November 12, 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
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Joy Brown – American Legion Post 134, Koral Vasquez, Anthony Vasquez, Bob Bercha, Steve and Kariane Parkinson, Keegan Parkinson, CJ Parkinson, Clearfield Thunder Football Team, David Tomczak, Josh Harrison, Rebecca Harrison, Brady Smith, Geoff Woll, Mataya Dogdagan, Jarett Vitmar, Tanner Moss, Jace Atwood

Chair Murray called the meeting to order at 7:55 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE OCTOBER 22, 2013 REGULAR SESSION

**Director LeBaron moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the October 22, 2013 regular session, as written, seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

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

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

JJ Allen, Assistant City Manager, reminded the Board it had recently created a Community Development Area to assist with the Clearfield Station development and during that same meeting the Agency and the City both approved an Interlocal Agreement which implemented the City's participation in the form of tax increment for the project area. He explained this similar agreement was with Davis County and explained other agreements with the other taxing entities would be coming before the Board for approval.

He reviewed the specifics associated with the Agreement:

- The project area had a maximum life of 35 years
- The cap in dollars of what would be collected in tax increment would be \$35 million over the 35 years
- The County's contribution of the \$35 million would be approximately \$5 million and emphasized this was only an estimate

He announced if the Board approved the Interlocal Agreement tonight, the County Commission would be considering its approval during its meeting on Tuesday, November 19, 2013. Councilmember Bush inquired if the City had to approve the Agreement with each entity. Mr. Allen emphasized it would be a separate Agreement with each entity as they each individually would have to consider its approval. He mentioned the City was trying to make sure the terms were identical.

**Director Shepherd moved to approve Resolution 2013R-06 authorizing an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and the County and authorize the Chair's signature to any necessary documents, seconded by Director LeBaron. 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 Bush moved to adjourn as the Community Development and Renewal Agency at 7:58 p.m., seconded by Director Wood. All voting AYE.**

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY 2013R-07**

A RESOLUTION APPROVING AND ADOPTING  
AMENDMENTS TO THE FISCAL YEAR 2014 BUDGET AND  
APPROPRIATING FUNDS FOR THE PURPOSES SET FORTH  
THEREIN

WHEREAS, Clearfield Community Development and Renewal Agency is six months into its budget period which began on July 1, 2013 and ends on June 30, 2014; and

WHEREAS, the Board has approved some expenditures that were not included in the original budget; and

WHEREAS, Utah state code allows the Board to make adjustments to the budget; and

WHEREAS, proper notice of the public hearing for this matter was given; and

WHEREAS, Clearfield Community Development and Renewal Agency has considered and approved those amendments.

NOW, THEREFORE, be it resolved by the Clearfield Community Development and Renewal Agency that the amendments to the Clearfield Community Development and Renewal Agency budget beginning July 1, 2013 and ending June 30, 2014 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference are authorized and approved.

The Chairman is authorized to sign any documents reflecting those amendments.

Passed and adopted at the Community Development and Renewal Agency Board meeting held on December 10, 2013.

Dated this 10<sup>th</sup> day of December, 2013.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT  
AND RENEWAL AGENCY

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

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

VOTE OF THE BOARD

AYE:

NAY:

# Staff Report



To: CDRA Board Members  
From: JJ Allen, Assistant City Manager  
Date: December 6, 2013  
Re: Lease with LNR for parking lot construction

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## **I. RECOMMENDED ACTION**

Approve Resolution 2013R-08, approving a lease agreement for real property owned by the Clearfield Community Development and Renewal Agency and authorize the Chair's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

LNR Partners is the landlord of a 125,000 square foot office building located at 888 South 2000 East, which has been vacant for approximately 18 months. The building is parked at five stalls per 1,000 square feet of floor space (about 640 stalls), but the many prospective tenants that have considered the building over the course of the last year have parking requirements between eight and ten stalls per 1,000 square feet. If the entire building were filled with users of this type, an additional ~400 stalls would be necessary.

LNR has a tenant lined up for the building's north wing, which would bring approximately 550 new jobs to the area and \$2.1 million in capital investment. That's great news, but LNR would be left with 75,000 vacant square feet—without sufficient remaining parking to make the space viably marketable. Consequently, LNR has requested to lease from the City and CDRA adjacent property for the purpose of expanding their parking facilities. The new parking would also serve a future City park.

The following is a summary of the key points of the lease:

- The CDRA would lease the northern 2.5 acres of its 3.262 acre parcel to LNR for the purpose of constructing a parking lot (leaving 0.762 acre for the future park).
- The term of the lease would be 25 years (with an option to renew for an additional 25 years), with rent of \$10.00 per year.
- LNR would construct and maintain the parking lot, which would be shared with patrons of the future park. The City would have approval of the parking lot design.

- Utilities and taxes would be paid by LNR.
- LNR would be required to carry insurance on the parking lot, with the CDRA jointly covered.

Also, it should be noted that the City/CDRA properties have previously been identified for a future park or other public purpose, including an easement for a road connecting 900 South (a private drive through the Sundowner Condos development) to 2000 East. In our research on this property, we have not found anything that would prevent us from leasing it for construction of parking.

Nevertheless, as an extra measure of fact finding and outreach, we have scheduled a neighborhood meeting with the property owners in the area. That meeting will be held on Monday, December 9, at 6:00 in the multi-purpose room at City Hall.

The City's intention would still be to construct a park, but it would be small (about  $\frac{3}{4}$  acre), at the south end of the CDRA parcel, adjacent to the canal. This would present the opportunity for a bridge over the canal, connecting the park to the trail.

It should also be noted that Resolution 2013R-08 makes the Agreement subject to the recording of an easement for the road mentioned above.

### **III. IMPACT**

#### **a. Fiscal**

This is essentially a no-cost lease—the CDRA's contribution to incentivize occupancy of the building. That said, if the building is occupied, there will be tenant improvements and personal property, increasing the taxable valuation. Also, the creation of new jobs in our community will hopefully have a multiplier effect, perhaps improving our sales tax revenue.

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

The future City park will benefit from the new parking, which the City/CDRA will neither have to construct nor maintain.

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

LNR is anxious to get this lease approved so that they can enter the lease with their tenant in December. The tenant is hoping to be operational in early 2014.

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

- Resolution 2013R-08 and Lease Agreement with LNR Partners

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY 2013R-08**

**A RESOLUTION APPROVING A LEASE AGREEMENT FOR  
REAL PROPERTY OWNED BY THE CLEARFIELD  
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

WHEREAS, Clearfield City established the Clearfield Community Development and Renewal Agency (CDRA) as a tool to provide the City with a redevelopment plan and to take action which would revitalize, upgrade and develop certain areas of the City with quality projects which are conducive to the long range goals of the City; and

WHEREAS, the Board of Directors for the CDRA consists of the members of the City's governing body; and

WHEREAS, the CDRA currently owns a 3.262 acre parcel of land bearing Davis County Parcel Serial No. 09-021-0055 located just south of a 125,000 square foot office building at 888 South University Park Blvd. in Clearfield owned by LNR Partners, LLC; and

WHEREAS, while the City previously planned to utilize the CDRA's parcel for use as a City Park, sufficient resources aren't presently available to develop the parcel in that fashion, nor does it appear that such resources will be available in the near future; and

WHEREAS, LNR's building has been without a tenant for approximately 18 months; and

WHEREAS, LNR has a prospective tenant for its building which would promptly bring roughly 500, and possibly more, jobs into the area; and

WHEREAS, the parking currently available at LNR's building is inadequate to fully support the combined needs of prospective tenants; and

WHEREAS, Clearfield City and the CDRA seek to increase the number of jobs available to Clearfield residents and others in the community; and

WHEREAS, leasing a portion of the CDRA parcel to LNR for use as additional parking which would facilitate bringing more jobs to the area appears to be in the best interests of Clearfield residents; and

WHEREAS, the Board of Directors of the CDRA has reviewed the proposed Lease Agreement, attached hereto as Exhibit "A", between the CDRA and LNR for leasing the above described real property for use as additional parking;

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Clearfield Community Development and Renewal Agency that the attached Lease Agreement between LNR and the CDRA is hereby approved, subject to the prior recording of an easement for a future public road, and the Chair is hereby authorized to execute any necessary documents.

Passed and adopted at the Community Development and Renewal Agency Board meeting held on December 10, 2013.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT  
AND RENEWAL AGENCY

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Nancy R. Dean, Secretary

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Kathryn Murray, Chair

VOTE OF THE BOARD

AYE:

NAY:

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into between the Clearfield Community Development and Renewal Agency (the "CDRA"), its principle place of business located at 55 S. State St., Clearfield, UT 84015, and LNR Partners, LLC, a Florida Limited Liability Company ("Lessee") with its principle place of business located at 1601 Washington Ave., Suite 800, Miami Beach, FL 33139;

### WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leased Premises. Lessee leases from the CDRA only the northern 2.5 acre portion (the "Premises"), more or less, of the parcel bearing Davis County Serial No. 09-021-0055 which contains roughly 3.262 acres in its entirety (the "Parcel"). Lessee's leasing of the Premises is subject to any and all public utility easements, rights-of-way, or other easements located thereon.

2. Use of Premises. Lessee agrees and covenants that no unlawful use shall be made of the Premises, nor shall any unlawful business be conducted on the Premises. Lessee shall comply with all rules, regulations, zoning and other ordinances of Clearfield City and shall use the Premises only as intended for the purposes of this Lease; namely, to provide additional parking facilities for existing building improvements (office building owned by Lessee located at 888 South University Park Blvd., Clearfield, UT) on Lot 4 of the Hillside Park Subdivision. Lessee shall not violate any laws, covenants, conditions, easements or restrictions associated with the Premises and any easements thereon shall not be infringed upon by Lessee, including any improvements on the Premises constructed or installed by Lessee or at Lessee's request. Prior to commencing either the construction or installation of any improvements on the Premises, Lessee must first obtain written approval for such from the CDRA as Lessor of the Premises. Said written approval shall be in addition to and does not take the place of any other approvals otherwise required by or from Clearfield City as a municipal authority (e.g. site plan approval, grading or building permits, etc.). Lessee agrees to share access, ingress/egress, and use of all parking lot improvements on the Premises, in addition to access to those improvements through Lessee's existing parking lot improvements on its property at 888 South University Park Blvd., with the CDRA, Clearfield City and patrons to current trail as well as future public park improvements near the Premises. Lessee shall comply with all statutes, orders, ordinances, and requirements of all municipal, state and federal authorities pertaining to the use of the Premises. Lessee shall not allow a nuisance on the Premises. Lessee shall not permit the storage of any flammable material on the Premises.

3. Term. Lessee shall lease the Premises for an initial term of twenty-five (25) years commencing January 1, 2014, and terminating December 31, 2033, unless sooner terminated as provided herein. Lessee shall have the option, at Lessee's sole discretion, to renew this lease under the same terms set forth herein for one (1) additional twenty-five (25) year term. In order to exercise said renewal option for one additional term, Lessee must notify the CDRA in writing of its intent no later than January 1, 2033. Upon the termination of this Lease, Lessee shall return peaceable possession of the Premises to the CDRA, in at least as good condition as at the time the Premises were initially leased, reasonable wear and tear excepted, including any alterations, additions and improvements made thereto.

4. Sublease, Assignment or Transfer. The CDRA reserves the right to transfer or assign its interest in the Lease or the Premises at any time, without restriction. Any sublease or assignment of this Lease, or the rights bestowed herein, by the Lessee, is subject to prior written approval from the CDRA. Although granting such approval shall be completely within the CDRA's discretion, such approval shall not be unreasonably withheld.

5. Rent. Lessee covenants to pay rent to the CDRA in the amount of TEN DOLLARS (\$10.00) per year, in advance, payable on or before January 1<sup>st</sup> of each year. The rent shall be payable at CDRA's offices located at 55 S. State St. in Clearfield, or at such other place as the CDRA may designate.

6. Termination. This Lease Agreement may be terminated by the CDRA upon two (2) years' written notice to the Lessee. Lessee may terminate this Lease Agreement by giving the CDRA at least ninety (90) days' written notice.

7. Right of Entry and Inspection. Lessee shall permit either the CDRA or the CDRA's agents to enter the Premises at any and all reasonable times for the purpose of inspecting the Premises and protecting the Premises. The CDRA may take whatever actions it deems necessary to protect the Premises from abuse, waste, neglect or damage.

8. Alterations, Improvements and Signage. Lessee shall not make any alterations, additions, improvements or changes in or on the Premises without the prior written consent of the CDRA. Said written consent shall be in addition to and does not take the place of any other approvals from Clearfield City as a municipal authority which would normally be required. Lessee further agrees to coordinate the design and location of any improvements to the Premises with the CDRA and Clearfield City in order to accommodate existing easements, rights-of-way and other future public improvements on the Premises. Any improvements shall remain the property of the CDRA upon the termination of this Lease. Lessee shall be responsible for the cost of and maintenance of any signage. Lessee must obtain prior written consent from the CDRA before installing any signage. Said written consent for signage shall be in addition to and does not take the place of any other approvals from Clearfield City as a municipal authority which would normally be required. Lessee shall not allow to be filed and shall be liable for any mechanic's liens.

9. Maintenance. Lessee shall maintain, at Lessee's expense, the Premises in good, safe and clean condition. With regard to the Premises and improvements thereon, Lessee shall be obligated for and responsible to repair all structures, pavement, curb, gutter, sidewalk, striping, landscaping, walls, fixtures, doors, heating, air conditioning or electrical equipment, lighting (including, but not limited to fixtures, globes and tubes), glass breakage, trash removal, snow removal, fences, as well as any and all damage caused by Lessee's negligence and/or that of Lessee's invitees, employees, or guests, to any portion of the Premises. Lessee shall be responsible for the removal and control of all snow, weeds and noxious plants. Lessee shall accomplish all repairs required of Lessee by this Lease in a reasonably expeditious and workmanlike manner. Lessor shall not be responsible for any damage to the Premises.

10. Utilities and Taxes. Lessee shall be directly responsible for the payment of any and all utility expenses, including but not limited to power and water. Lessee shall also pay any and all expenses and assessments to the Premises for Lessee's personal property taxes. The CDRA shall initially pay any assessments for real property taxes for the Premises, after which Lessee is obligated to reimburse the CDRA for the amount of real property taxes actually paid within thirty (30) days of receipt of invoice from the CDRA. If after thirty (30) days' written notice the Lessee has failed to reimburse the CDRA for property taxes actually paid, then the CDRA shall have the right to terminate this Lease for breach, effective immediately, without penalty.

11. Adjacent Areas. Lessee agrees to keep common areas adjacent to the Premises free and clear from any obstacles, debris or hazardous condition.

12. Indemnification. Lessee shall indemnify, defend and hold the CDRA, Clearfield City Corporation, their employees, elected and appointed officials, harmless from any claim, loss or liability arising out of or related to any activity of the Lessee, or the Lessee's invitees, employees, guests, or others on the Premises or from any condition of the leased Premises in the possession or under the control of the Lessee or that is incidental to Lessee's possession of the leased Premises or from the Lessee's default or breach of any term, condition, agreement or other provision of this Lease. This agreement to indemnify is intended to be construed as broadly as lawfully permissible.

13. Damage to Property. Neither the CDRA, nor Clearfield City shall be liable for any damage to any property or injury to persons in or upon the leased Premises, from whatever cause or source. Lessee shall give the CDRA, or to its agent, prompt written notice of any accident or damage to, or defacing of, any of the leased Premises. Neither the CDRA, nor Clearfield City shall have any obligation to accomplish any repairs to the Premises and upkeep and maintenance of any improvements thereon shall be the exclusive responsibility of the Lessee.

14. Untenable Premises. In the event that Premises become untenable by reason of eminent domain, damage by fire, flood, earthquake, or act of God, and if said Premises shall remain untenable for sixty (60) days, then this Lease shall be terminated, without penalty, and the parties shall incur no further liability with respect hereto. During the period that any aforementioned cause prevents Lessee's use of the Premises, rent shall be abated to the extent that such use is denied, unless such damage was caused by fault or neglect of Lessee, or Lessee's agents, employees, visitors, contractors or licensees, then Lessee shall be responsible for and repair any and all damage.

15. Abandoned Premises. In the event that Lessee shall be absent from the Premises for a period of one hundred eighty (180) consecutive days, Lessee shall, at the option of the CDRA be deemed to have abandoned the Premises and any property left on the Premises shall be considered abandoned and may be disposed of by the CDRA as it shall see fit. All property on the Premises is hereby subject to a lien in favor of the CDRA for payment of all sums due hereunder to the maximum extent allowed by law.

16. Insurance. The Lessee shall secure insurance to cover loss or destruction of the Premises by fire or other casualty. Moreover, Lessee shall provide insurance on the Premises for the real property and any improvements thereon as well as Lessee's personal property on the Premises whether affixed or otherwise. Lessee shall carry comprehensive general liability insurance in the minimum sum of \$2,000,000.00 covering the Premises for both personal injury and property damage with either the CDRA or Clearfield City being jointly covered with Lessee by such policy and a beneficiary of such. This provision shall not be construed to relieve Lessee of any obligation hereunder to indemnify the CDRA and Clearfield City for claims arising from conduct of Lessee's business or leasing of the Premises. Lessee shall provide the CDRA a copy of Lessee's insurance policy coverage within fifteen (15) days after leasing the Premises.

17. General Provisions. Lessee shall be in default if any of the following occur: the rent is not paid when due; if Lessee has failed to perform any provisions as obligated under this Lease; Lessee's filing of Bankruptcy; or, the filing of a mechanics lien against the Premises. In the event of default, the CDRA shall have all remedies provided by Utah law, including terminating this Lease, without penalty, and recovering any damages associated therewith, as well as court costs and reasonable attorneys' fees.

The terms and conditions of this Lease shall be binding upon the heirs, executors, administrators, and successors of the respective parties hereto. The obligations and covenants of the Lessee herein shall be the joint and several obligations of the Lessees.

Lessee may not assign this Lease or sub-let the Premises without written permission of the CDRA. This Lease may not be modified except in writing and signed by the parties hereto. No failure of the CDRA to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment of funds owed by Lessee be deemed a waiver of the CDRA's right to the full amount. Time is of the essence with respect to this Lease. The provision captions appearing herein appear only as a matter of convenience and are not intended to limit or modify the provisions contained thereunder, construe or describe the scope or effect of any provision of this Lease. The foregoing constitutes the entire Agreement between the parties with respect to matters contained herein.

Any notice which either party may be required to give shall be given by personal delivery or by mailing the same, certified or registered mail, return receipt requested, to:

CDRA:

Clearfield Community Development  
and Renewal Agency  
Attn: Adam Lenhard  
55 S. State St.  
Clearfield, UT 84015

LESSEE:

LNR Partners, LLC  
Attn: ???  
1601 Washington Ave., Suite 800  
Miami Beach, FL 33139

If any term, covenant, or provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of

this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

This Lease shall be governed by construed in accordance with the laws of the State of Utah. Any action arising out of this Lease or to enforce the terms contained herein shall be brought in the Second Judicial District Court for the State of Utah, Farmington Department.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CLEARFIELD COMMUNITY  
DEVELOPMENT AND  
RENEWAL AGENCY

LNR PARTNERS, LLC.

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

\_\_\_\_\_  
???

ATTEST

\_\_\_\_\_  
Nancy Dean, Secretary

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA        )  
  §  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2013 personally appeared before me, ???, as signer of the foregoing document, who duly acknowledged to me that he/she has corporate authority on behalf of LNR Partners, LLC, to execute the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing: \_\_\_\_\_