

CLEARFIELD CITY COUNCIL  
AGENDA AND SUMMARY REPORT  
October 22, 2013 – REGULAR SESSION

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

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

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

CALL TO ORDER:

Mayor Wood

OPENING CEREMONY:

Councilmember Young

***PRESENTATIONS:***

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

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

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

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

***PUBLIC HEARING:***

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

BACKGROUND: The Clearfield Station Community Development Area (CDA) and its subsequent Draft Project Area Plan and Budget contemplate and facilitate the development of the Utah Transit Authority's property located at approximately 1250 South State Street as well as the development and redevelopment of surrounding properties. Clearfield Station is expected to be a mixed use development that enhances job creation, provides housing and fosters the development of a variety of business and commercial uses. Notice of the proposed project area was provided to required affected entities. It was also published in the Standard Examiner on October 6, 2013.

RECOMMENDATION: Receive public comment.

***SCHEDULED ITEMS:***

3. CONSIDER APPROVAL OF RESOLUTION 2013R-03 APPROVING THE OFFICIAL PROJECT AREA PLAN FOR CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

RECOMMENDATION: Approve Resolution 2013R-03 approving the official project area plan for the Clearfield Station Community Development Area and authorize the Chair's signature to any necessary documents.

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

RECOMMENDATION: Approve Resolution 2013R-04 approving the proposed draft of the Community Development Project Area budget for the Clearfield Station Community Development Area and authorize the Chair's signature to any necessary documents.

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

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

BACKGROUND: Clearfield City can best serve the needs of its residents and business owners by continuing to foster and support quality economic development within its borders. The development of the Utah Transit Authority's property located at approximately 1250 South State Street, also known as Clearfield Station, will be a mixed use development that enhances job creation, provides housing and fosters the development of a variety of business and commercial uses. This ordinance formally adopts the community development project area plan for the Clearfield Station Community Development Area as approved by the Board of the Clearfield Community Development and Renewal Agency (CDRA) pursuant to State Statute.

RECOMMENDATION: Approve Ordinance 2013-12 adopting the Clearfield Station Community Development Project Area Plan, as approved the Clearfield Community Development and Renewal Agency (CDRA), as the official Community Development Project Area Plan for the Clearfield Station Community Development Area and directing that notice of the adoption be given as required by State Statute and authorize the Mayor's signature to any necessary documents.

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

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

RECOMMENDATION: Approve Resolution 2013R-18 approving an Interlocal Cooperation Agreement between the City and the Clearfield Community Development and Renewal Agency (CDRA) and authorize the Mayor's signature to any necessary documents.

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

BACKGROUND: Attached is a copy of the proposed CDBG (Community Development Block Grant) amendments for the 2011-2012 and 2012-2013 program years. A work session was held on October 8, 2013 to discuss the proposed amendments. A 30-day comment period will run until November 22, 2013 and a public hearing will be held on December 10, 2013 to finalize the amendments.

RECOMMENDATION: Discuss the CDBG Amendments and begin the 30-day comment period.

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

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

RECOMMENDATION: Approve the award of bid to Shearer and Associates, Inc. to construct a replacement 1.5 Million Gallon Water Storage Tank at the Freeport Center for the bid amount of \$983,254.40 and approve funding for the bid amount of \$983,254.40 with contingency and engineering costs of \$149,745.60, for a total project cost of \$1,133,000.00; and authorize the Mayor's signature to any necessary documents.

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

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

RECOMMENDATION: Approve a Memorandum of Understanding (MOU) with North Davis Junior High School for use of the Clearfield Aquatic Center and authorize the Mayor's signature to any necessary documents.

**COMMUNICATION ITEMS:**

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

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

**SCHEDULED ITEM:**

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

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

RECOMMENDATION: Approve Resolution 2013R-05 approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and the City and authorize the Chair's signature to any necessary documents.

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

Dated this 17<sup>th</sup> day of October, 2013.

/s/Nancy R. Dean, City Recorder

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

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
7:00 P.M. SPECIAL SESSION  
August 20, 2013

*(This meeting was held following a special City Council meeting.)*

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

VISITORS: Beverly Bradley – Standard Examiner.

Chair Murray called the meeting to order at 7:25 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE JUNE 11, 2013 REGULAR SESSION, THE JUNE 25, 2013 REGULAR SESSION AND THE JULY 30, 2013 WORK SESSION

**Director Wood moved to approve the minutes from the June 11, 2013 Clearfield Community Development and Renewal Agency (CDRA) regular session, the June 25, 2013 regular session and the July 30, 2013 work session, as written, seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Bush, Shepherd, Wood and Young. Voting NO – None.** Director LeBaron was not present for the vote.

APPROVE THE PROPOSED LEASE AGREEMENT WITH ROCKET FUEL COFFEE COMPANY LLC FOR THE BUILDING LOCATED AT 50 SOUTH DEPOT STREET, CLEARFIELD

Brian Brower, City Attorney, pointed out a change in Section 11 on Page 2 regarding utilities and indicated verbiage would be modified to reflect that the tenant would be responsible for all

utility expenses. Adam Lenhard, City Manager, pointed out the verbiage in the lease agreement reflected a notice period of 60 days for cancellation of the lease and proposed changing that to a 90 day notice. He believed the 90 days would be appropriate and suggested that issue be amended in the lease agreement. A discussion took place.

Matt Jones, Rocket Fuel Coffee Company, commented if something were to happen quickly with the property he believed meeting the 60 day timeframe would be difficult and therefore had requested a notice period of 90 days.

Mr. Lenhard also referred to the agreement addressing alterations to the building. He explained the verbiage indicated any alterations to the property would need to come before the CDRA for approval and suggested staff could address those issues.

Brian Brower, City Attorney, suggested the Board could approve the lease agreement as it currently read and delegate authority to staff to approve any alterations or improvements to the property.

Chair Murray clarified the following amendments to the lease agreement:

- Utilities would be in the name of Rocket Fuel Coffee Company.
- 90 day noticing period for cancellation of the lease as opposed to 60.
- Delegating authority to staff to authorize alterations to the property.

**Director Young moved to approve the proposed lease agreement with Rocket Fuel Coffee Company LLC for the building located at 50 South Depot Street, Clearfield with the inclusion of 90 days noticing period, the business to pay directly for all utilities and the delegation to staff to authorize any alterations to the property, and authorize the Chair's signature to any documents, seconded by Director Shepherd. The motion carried upon the following vote: Voting AYE – Directors Bush,, Shepherd, Wood and Young. Voting NO – None.** Director LeBaron not present for the vote.

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 7:33 p.m., and reconvene as the City Council in a work session seconded by Director Wood. All voting AYE.** Director LeBaron not present for the vote.

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
6:00 P.M. WORK SESSION  
September 10, 2013

*(This meeting was held prior to City Council work session.)*

PRESIDING:	Kathryn Murray	Chair
PRESENT:	Kent Bush	Director
	Mike LeBaron	Director
	Don Wood	Director
	Bruce Young	Director
EXCUSED:	Mark Shepherd	Director
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
	Eric Howes	Community Services Director
	Summer Palmer	Acting Administrative Services Dir.
	Steve Guy	City Treasurer
	Jessica Hardy	Accountant
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Keri Benson – City Council Candidate, Gary Baldwin – Mayoral Candidate, Amber Huntsman – Thackeray Garn Company, Mike Christensen – Thackeray Garn Company, Jason Burningham – (LYRB) Lewis Young Robertson & Burningham, Randy Sant – CDRA Consultant, Kelly Pfof - LYRB

Chair Murray called the meeting to order at 6:04 p.m.

DISCUSSION ON THE CREATION OF A COMMUNITY DEVELOPMENT AREA (CDA)  
FOR THE AREA INCLUDING AND SURROUNDING CLEARFIELD STATION

JJ Allen, Assistant City Manager, reminded the Council of previous discussions regarding the proposed site plan for Clearfield Station and informed the Council the evening's discussion would be relative to the financing of the project. He stated it had been well known that the creation of a Community Development Area (CDA) would be necessary in order to use tax increment to help fund the project.

Jason Burningham, LYRB, stated they were excited to present information specific to the project area plan in order to identify the necessary improvements needed to support the proposed

development. He indicated the intent of the meeting was to present a draft budget which would identify the needed property tax increment to fund designated infrastructure. He mentioned it was anticipated the Agency would conduct a public hearing sometime in October. Mr. Burningham shared a visual presentation reviewing specifics associated with the proposed development. He pointed out the proposed project area would consist of approximately 126 acres and stated UTA currently owned 70 acres. He shared an illustration identifying the 70 acres, also known as the TOD site. He commented additional acreage along State Street and surrounding parcels would be included in the final project.

Director Bush inquired if the CDA could expand beyond the 126 acres. Mr. Burningham responded there were no limitations on the designated number of acreage used in the development. Director Bush inquired if a need to expand the project area was determined in the future could the boundary of the CDA be expanded or would a new area need to be created. Mr. Burningham responded the project area plan could be amended to include additional acreage, but expressed his opinion it would be more advantageous for the City to create a new CDA for any future development in the area.

Mr. Burningham pointed out the Clearfield Station CDA Objectives:

- Provide public infrastructure and parking needed to develop the UTA TOD site;
- Realign traffic intersections to a right-angle configuration to increase motor safety; and
- Promote job growth in the area.

He shared an illustration which identified the proposed phasing of the project and its corresponding taxable value. He emphasized most of the 70 acres currently owned by UTA was not on the tax rolls because of its tax exempt status; however, if approved with the CDA status it would gradually become taxable. He pointed out projects similar to the TOD were subject to market timing and reviewed the complete total development pointing out the light industrial space, office and retail space, multi-family housing, the charter school and parking structure. A discussion took place relative to the phasing of the parking structure.

Mr. Burningham explained the Tax Value Generation associated with the creation of the CDA and emphasized the structures or phased projects would then be sold by UTA and would then be placed on the tax rolls. Mike Christensen, Thackeray Garn, explained the project was a joint venture between UTA and the developer, Thackeray Garn. He continued explaining how the properties would be sold by UTA. Randy Sant, consultant, pointed out public hearings would take place later in October in which impacted property owners would be allowed to share their concerns, additionally he would provide educational information on how the CDA would benefit or improve the community.

Mr. Burningham shared anticipated benefits to the City from the development of the TOD site. A discussion took place regarding any potential failure of the project and how that could impact the City. Director Wood emphasized it would be the developer's responsibility to make sure the development was acceptable to the marketplace. Mr. Burningham explained how creation of the CDA was needed to help facilitate the project. Director LeBaron pointed out how the phasing of the project would contribute to the success of the project. Mr. Burningham shared the project budget modeled with 3 tranches, individually triggered at separate times. He mentioned this

concept had been successfully used for projects in Salt Lake; however, this would be the first time the concept would be used in Davis County. He shared an illustration explaining the timing of the 3 tranches.

Director Wood inquired if Mr. Burningham was aware of the thoughts on behalf of Davis County and the School District regarding the creation of the CDA. Mr. Burningham reported on previous discussions with Davis County specific to the tranches philosophy associated with the funding of the TOD site and indicated individuals had expressed support. He added the County had adopted a matrix to be used as a guideline when approving developments in CDAs and mentioned this development didn't currently meet the identified criteria. He indicated that issue would need to be addressed in future discussions. Mr. Sant emphasized future discussions would also need to take place with the additional affected taxing entities and emphasized the risk of the development was solely placed upon the developer and indicated the CDA would be protected by the development agreement. He clarified the proposed budget was at 75 percent for 20 years, of three phases not to exceed 35 years or a specific dollar amount, whichever came first.

Mr. Burningham briefly reviewed the infrastructure improvements which would need to be completed in conjunction with the proposed development.

Mr. Burningham shared an illustration identifying the financial benefit specific to each of the taxing entities. He reviewed the next steps required to proceed and move forward with the creation of the CDA specific to discussions, public hearings and formal approvals with taxing entities which would allow the project to proceed.

**Director Young moved to adjourn as the CDRA work session and reconvene as a City Council at 6:58 p.m., seconded by Director LeBaron. All voting AYE.**

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY  
MEETING MINUTES  
6:30 P.M. WORK SESSION  
October 16, 2013

*(This meeting was held prior to joint City Council and Planning Commission work session.)*

PRESIDING:	Kathryn Murray	Chair
PRESENT:	Kent Bush	Director
	Mike LeBaron	Director
	Mark Shepherd	Director
	Don Wood	Director
	Bruce Young	Director
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder

VISITORS: There were no visitors.

Chair Murray called the meeting to order at 6:33 p.m.

**Director Bush moved to adjourn to a Closed Session for the purpose of a strategy session to discuss the purchase, exchange, or lease of real property. Utah Code Ann. § 52-4-204 and §52-4-205(1)(d), seconded by Director LeBaron. The motion carried upon the following vote: Voting AYE – Directors Bush, LeBaron, Shepherd, Wood and Young. Voting NO – None.**

*The minutes for the closed session are kept in a separate location.*

# Memo



To: Clearfield CDRA Board Members

From: JJ Allen, Assistant City Manager

Date: October 18, 2013

Re: Clearfield Station Community Development Area – Project Area Plan and Budget

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## **I. RECOMMENDED ACTION**

- Approve Resolution 2013R-03, approving the official project area plan for the Clearfield Station Community Development Area, and authorize the Chair's signature to any necessary documents.
- Approve Resolution 2013R-04, approving the proposed draft of the Community Development Project Area budget for the Clearfield Station Community Development Area, and authorize the Chair's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

The Clearfield Station Community Development Area (CDA) and its corresponding Draft Project Area Plan and Draft Budget contemplate and facilitate the development of the Utah Transit Authority's property located at approximately 1250 South State Street, as well as the development and redevelopment of surrounding properties. Clearfield Station is expected to be a mixed use development that enhances job creation, provides housing, and fosters the development of a variety of businesses and commercial uses.

Authorized by the Utah Community Development and Renewal Agencies Act, a CDA can be utilized to facilitate a broad variety of development. It accomplishes this by capturing from all taxing entities a portion of the increase in property tax revenues that result from development / investment (i.e. tax increment), and using that revenue stream to help finance the project. Unlike an Urban Renewal Area (URA; formerly known as RDA) and an Economic Development Area (EDA)—both of which require that a Taxing Entity Committee approve a project area plan and budget—a CDA operates based on Interlocal Agreements between the taxing entities and the Agency.

Resolution 2013R-03 would approve the Project Area Plan for the Clearfield Station CDA, which generally describes the objectives of the Project Area, including the development of the UTA property. Attached to the Resolution is a redlined copy of the

Project Area Plan. After public notice had been given, additional reviews resulted in some recommended changes to the Plan.

Resolution 2013R-04 would approve—on behalf of the CDRA only—the Draft Project Area Budget for the Clearfield Station CDA. The proposed budget would capture 75% of the tax increment in staggered 20-year “tranches,” with the maximum Project Area duration of 35 years. However, the CDA hinges on the participation of other taxing entities (Davis School District, Davis County, and Clearfield City being the most significant in terms of tax rate), which is formalized in Interlocal Agreements. Because other taxing entities have not yet considered approval, it is possible that the budget could change. For this reason, we are proposing that the budget be adopted in draft form at this time. As with the Plan, after public notice had been given, additional reviews resulted in some recommended changes to the Budget. Therefore, a redlined copy of the Budget is attached, to identify the changes recommended.

Notice of the proposed project area was provided as required to the affected entities (property owners within the Project Area). It was also published in the Standard Examiner on October 6, 2013, and the Plan and Budget have been available on the City’s website for the past few weeks.

### **III. IMPACT**

#### **a. Fiscal**

Projecting tax increment revenues and CDA and other governmental expenditures over the course of 35 years requires that certain assumptions be made. That said, the consultant who prepared the Project Area Budget has been very thorough. The estimate is that the CDA will capture and utilize nearly \$35 million in tax increment over the life of the project. This is based on all taxing entities participating by contributing 75% of the tax increment.

New development brings with it demands for services (from all taxing entities), and the consultant estimates that the total increase in general government operations caused by the new development will be nearly \$25 million over the life of the project. To offset this cost, the taxing entities will benefit from the 25% of the tax increment that will not be diverted to the CDA. Some of the taxing entities will also benefit from increases in sales taxes and franchise taxes. This cost-benefit analysis is detailed in the Draft Budget, and it shows that all taxing entities are benefitted by the creation of the CDA.

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

The Clearfield Station CDA will enable the development and redevelopment of a key area in Clearfield’s State Street corridor. The TOD development will add some infrastructure to the City’s systems, which will require ongoing maintenance, but those demands should be met with enhanced revenue generated by the development.

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

Once the CDRA and City have acted on the Project Area Plan and Budget, the documents can be presented to the other taxing entities for their consideration. We anticipate that the meetings with other taxing entities will be held in the November to January timeframe.

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

Clearfield Station CDA Plan:

- Resolution 2013R-03
  - Project Area legal description
  - Project Area map
  - Project Area Plan (redlined)

Clearfield Station CDA Budget:

- Resolution 2013R-04
  - Project Area Draft Budget (redlined)

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

**RESOLUTION 2013R-03**

**A RESOLUTION APPROVING THE PROJECT AREA PLAN FOR THE CLEARIFELD STATION COMMUNITY DEVELOPMENT PROJECT AREA.**

**WHEREAS**, pursuant to the provisions of the Utah Community Development and Renewal Agencies Act (the “Act”) as set forth in Title 17C, Chapter 4 of the Utah Code, the Clearfield Community Development Renewal Agency (the “Agency”) adopted a resolution authorizing the preparation of a Draft Community Development Project Area Plan for the Clearfield Station Community Development Project Area (the “Draft Plan” and “Project Area” respectively); and

**WHEREAS**, the Draft Plan having been prepared for the Project Area pursuant to the Act, the Agency made such available to the public for review and held a duly noticed public hearing to allow public comment on the Draft Plan and whether it should be revised, approved, or rejected, as well as to receive all written and hear all oral objections to the Draft Plan; and

**WHEREAS**, having received and heard all comments on and objections to the Draft Plan submitted for its consideration, the Agency having reviewed and considered any such comments and/or objections to the Draft Plan it received or heard;

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

**SECTION 1 LEGAL DESCRIPTION.**

The legal description of the boundaries and map of the Project Area are attached as Attachment No. 1 and Attachment No. 2 respectively, and are incorporated herein by this reference.

**SECTION 2 AGENCY PURPOSES AND INTENT WITH RESPECT TO THE PROJECT AREA.**

2.1 To satisfy the purposes of the Act, as defined herein, by encouraging, prompting, and providing for economic development within the Project Area, including specifically the promotion of job creation therein, as well as the provision of other improvements that benefit the community.

2.2 To increase the tax base of the City in order to improve both the economic opportunities and quality of life for all its citizens.

2.3 To take any and all additional steps which may be appropriate or necessary to promote or further the aim of improving the Project Area and the surrounding community.

**SECTION 3 DESIGNATION, APPROVAL, AND INCORPORATION OF THE PLAN.**

3.1 The Project Area Plan for the Clearfield Station Community Development Project Area, attached hereto as Attachment No. 3, and incorporated herein by this reference is hereby designated as the official Community Development Project Area Plan for the Clearfield Station Community Development Project Area (the “Project Area Plan”).

3.2 The Agency hereby officially approves the Project Area Plan for the Clearfield Station Community Development Project Area.

**SECTION 4 REQUIRED FINDINGS**

4.1 The Project Area Plan serves and satisfies the public purpose of encouraging, promoting and providing for economic development within the Project Area as authorized by law.

4.2 Pursuant to Utah Code Ann. § 17C-4-103 (11) (2013), the Project Area Plan provides a public benefit by increasing property tax revenues which can then be used to enhance the community and by promoting job growth in the community.

4.3 The adoption and execution of the Project Area Plan is economically sound and feasible.

4.4 The Project Area Plan conforms to the Clearfield City General Plan.

4.5 Implementation of the Project Area Plan will promote the public peace, health, safety, and welfare of Clearfield’s community.

**SECTION 5 SUBMISSION OF THE PROJECT AREA PLAN TO THE CLEARFIELD CITY COUNCIL FOR ADOPTION BY ORDINANCE.**

5.1 Pursuant to Utah Code Ann. § 17C-4-105 (2013), the Agency Board hereby submits the Project Area Plan to Clearfield City Council for review and consideration for adoption by ordinance.

**SECTION 6 RECORDING AND TRANSMITTAL.**

6.1 Pursuant to Utah Code Ann. § 17C-4-106, the City staff is hereby directed to make the approved Official Plan available for general public inspection at its offices during normal business hours (8:00 a.m. – 5:00 p.m., Monday thru Friday, excluding holidays).

6.2 Pursuant to Utah Code Ann. § 17C-4-107, the Agency staff is hereby directed and authorized to take the following actions within 30 days after adoption of the Project Area Plan by the City Council:

- a. record with the Davis County Recorder a document containing a description of the land within the Project Area, a statement that the Project Area Plan for the Project Area has been adopted, and the date of its adoption by the City Council;
- b. transmit a copy of the description of the land within the Project Area and an accurate map or plat indicating the boundaries of the Project Area to the Automated Geographic Reference Center created under § 63F-1-506 of the Utah Code;
- c. transmit a copy of the description of the land within the Project Area, a copy of the City Council ordinance adopting the Project Area Plan, and a map or plat indicating the boundaries of the Project Area to each of the following: (1) the Davis County Auditor, Assessor, Recorder, Attorney and Surveyor; (2) the officer or officers performing the function of auditor or assessor for each taxing entity, if any, that does not use the county assessment roll or collect its taxes through the county; (3) the legislative body or governing board of each taxing entity; (4) the State Tax Commission; and (5) the State Board of Education; and
- d. In conjunction with the City Staff, publish or cause to be published the notice required pursuant to Utah Code Ann. § 17C-4-106 (2013).

## **SECTION 7 EXECUTION OF THE PLAN**

7.1 Following adoption of the Project Area Plan by the City Council, the Agency shall proceed to carry out the Plan.

7.2 The Agency Staff is hereby directed and authorized to take all such actions as necessary to effectuate the purpose and aims of this resolution.

## **SECTION 8 EFFECTIVE DATE**

8.1 This Resolution shall take effect upon its approval and adoption.

APPROVED AND ADOPTED by the CDRA Board on October 22, 2013.

CLEARFIELD COMMUNITY DEVELOPMENT  
AND RENEWAL AGENCY

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Kathryn Murray, Chair

ATTEST:

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Nancy R. Dean, Secretary

VOTE OF THE BOARD

AYE:

NAY:

EXCUSED:

# **Attachment No. 1**

## Clearfield Station Community Development Project Area Boundary Description

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

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

- 1) SOUTH 89°27'22" WEST 458.39 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF WAY LINE OF STATE ROUTE 126;

2) THENCE ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 191.11 FEET;

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

- 1) SOUTH 0°45'07" EAST 102.41 FEET;

2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

- 1) NORTH 29°32'09" WEST 88.47 FEET;
- 2) NORTH 29°05'15" WEST 1,020.34 FEET;
- 3) NORTH 29°17'29" WEST 163.16 FEET;
- 4) NORTH 29°57'27" WEST 34.41 FEET;
- 5) NORTH 30°54'35" WEST 132.47 FEET;
- 6) NORTH 29°48'11" WEST 388.77 FEET;
- 7) NORTH 30°59'27" WEST 80.97 FEET;
- 8) NORTH 31°05'32" WEST 207.92 FEET;
- 9) NORTH 30°31'29" WEST 454.41 FEET;

10) NORTH 29°57'27" WEST 2,664.20 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE CENTER SECTION LINE OF SAID SECTION 12; THENCE NORTH 0°07'57" WEST 91.09 FEET; THENCE SOUTH 32°38'36" EAST 285.68 FEET; THENCE SOUTH 44°58'33" EAST 62.10 FEET; THENCE NORTH 86°50'34" EAST 238.26 FEET; THENCE NORTH 0°06'58" EAST 60.37 FEET; THENCE SOUTH 89°53'02" EAST 300.44 FEET; THENCE NORTH 0°9'03" EAST 404.00 FEET; THENCE SOUTH 89°53'03" EAST 263.00 FEET; THENCE SOUTH 0°9'03" WEST 404.00 FEET; THENCE SOUTH 89°53'02" EAST 821.32 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 126; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 285.43 FEET; THENCE LEAVING SAID RIGHT OF WAY EAST 655.28 FEET; THENCE SOUTH 0°00'40" WEST 298.46 FEET TO THE POINT OF BEGINNING.

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

## **Attachment No. 2**

# Proposed Clearfield Station Community Development Project Area Map



## CLEARFIELD STATION PROPOSED CDA

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



LEWIS &  
ROBERTSON &  
ASSOCIATES



## **Attachment No. 3**

# DRAFT PROJECT AREA PLAN CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD ~~CITY~~ COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY, UTAH



OCTOBER 2013



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## INTRODUCTION

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

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

UTAH CODE  
§17C-4-101

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

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

Utah Code  
§17C-4-102

### RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

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

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



## DEFINITIONS

As used in this Community Development Project Area Plan:

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

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

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

The terms "**City**" or "**Community**" shall mean ~~the~~-Clearfield City.

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

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

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

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

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

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

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



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

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

The **Tax Increment** will be calculated using the current year’s tax rate adopted by each **Taxing Entity**. In accordance with UCA 17C-1-407 (2)(a), the taxing entities approve payment of the increased taxes to the agency which result from an increase in the taxing entity’s tax rate.

UTAH CODE  
§17C-4-103(1)

## DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

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

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

UTAH CODE  
§17C-4-103(2)

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

### GENERAL LAND USES

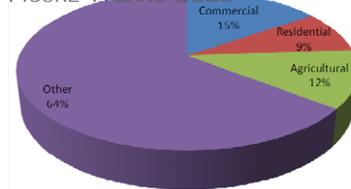
A significant amount of property within the Project Area consists of vacant and underutilized property not generating full beneficial tax base to the City or other taxing entities. Table I and Figure 1 summarize the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

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

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

FIGURE 1: LAND USES





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

### LAYOUT OF PRINCIPAL STREETS

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

### POPULATION DENSITIES

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

### BUILDING INTENSITIES

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

UTAH CODE  
§17C-4-103(2)

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

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

### GENERAL LAND USES

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

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

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

### LAYOUT OF PRINCIPAL STREETS

The Agency anticipates that the development will require new roadways, most notably an east/west

street through  
the middle of  
the 68-acre  
UTA parcel  
which will  
provide  
access to the  
mass transit



site and to the new commercial and residential developments in the area. Realignment of two intersections along State Street are also planned to provide right-angle traffic light stops. All improvements along these streets are anticipated to spur development within all parts of the Project Area.

### POPULATION DENSITIES

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

### BUILDING DENSITIES

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

UTAH CODE  
§17C-4-103(3)

## STANDARDS GUIDING THE COMMUNITY DEVELOPMENT

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

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

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

#### **Business attraction and expansion.**

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

#### **Recruit, retain and expand employers.**

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

#### **Spur revitalization.**

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



UTAH CODE  
§17C-4-103(4)

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

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

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

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

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

### Provision of Private or Public Infrastructure

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

UTAH CODE  
§17C-4-103(5)

## CONFORMANCE OF THE PROPOSED DEVELOPMENT ~~TO THE~~ COMMUNITY'S GENERAL PLAN

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

### ZONING ORDINANCES

Any development contemplated within the Project Area shall conform to the City's land use ordinances, including ~~"Title 11 - Land Use"~~ of the Clearfield City Code. Additionally, any development must be in harmony with the City's General Plan, including "Chapter 2 - Land Use of the City's General Plan." ~~The current designation for the TOD property on the General Plan's Future Land Use Map is mixed use. Moreover, the Project Area Plan does not propose any development inconsistent with the City's General Plan, and all proposed development conforms thereto.~~

### BUILDING CODES

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

### PLANNING COMMISSION

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





UTAH CODE  
§17C-4-103(6)

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

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

UTAH CODE  
§17C-4-103(7)

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

#### QUALIFIED OWNERS

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

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

~~The Agency may extend reasonable preferential opportunities to owners and tenants in the Project Area ahead of persons and entities from outside the Project Area, to be owners and tenants in the Project Area during and after the completion of the community development. To the extent the Agency determines that it is beneficial to have owners or tenants remain within the Project Area, plans for enhancing and promoting the concepts outlined in this Plan will be mutually discussed and agreed upon.~~

#### DEVELOPERS CURRENTLY INVOLVED

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



### OTHER PARTIES

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

### PERSONS EXPRESSING AN INTEREST TO BECOME A DEVELOPER

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

UTAH CODE  
§17C-4-103(8)

### REASON FOR SELECTION OF THE PROJECT AREA

~~In 2013~~As of currently, substantial vacant and underutilized land exists between State Street and the UTA FrontRunner station. Financial assistance is needed to incentivize the use of parking decks in place of the current acres of asphalt surface parking. Higher density parking structures will allow for additional office, business, and residential density in the area. Furthermore, it is anticipated that the development of this area will encourage re-investment and revitalization in the surrounding businesses along State Street.

UTAH CODE  
§17C-4-103(9)

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

#### PHYSICAL CONDITIONS

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

#### SOCIAL CONDITIONS

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

#### ECONOMIC CONDITIONS

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



UTAH CODE  
§17C-4-103(10)

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

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

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

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

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

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

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

TABLE 4: USES OF TAX INCREMENT

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

Comment [JA1]: These need to be swapped.



UTAH CODE  
§17C-4-103(11)

UTAH CODE  
§17C-4-103(11)(a)

UTAH CODE  
§17C-4-103(11)(b)

## ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

### THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

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

It is estimated that the development of the area will result in approximately 940 new jobs. These jobs will likely result in an average annual wage of approximately \$41,591.<sup>1</sup> Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity in the area, ~~especially at a time when the construction sector of the economy is struggling~~. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

### THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

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

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

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

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



UTAH CODE  
§17C-4-103(12)

## OTHER INFORMATION THAT THE AGENCY DETERMINES TO BE NECESSARY OR ADVISABLE

### Cost/Benefit Analysis

Based on the land use assumptions, current economic and market demand factors, ~~tax~~ ~~increment~~ participation levels, ~~and as well as~~ public infrastructure, land assemblage and incentive needs, the following table outlines the benefits (revenues) and costs (expenditures) anticipated within the Project Area. This does not factor in the benefit of other multipliers such as job creation, disposable income for retail consumption, etc. As shown below, the proposed ~~community development~~ ~~Project Area~~ will create a net benefit for ~~the~~ Clearfield City.

TABLE 5: COST/BENEFIT ANALYSIS

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



## EXHIBIT A

### LEGAL DESCRIPTION OF PROJECT AREA: CLEARFIELD STATION CDA

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

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

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

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

- 1) NORTH 29°32'09" WEST 88.47 FEET;
- 2) NORTH 29°05'15" WEST 1,020.34 FEET;
- 3) NORTH 29°17'29" WEST 163.16 FEET;

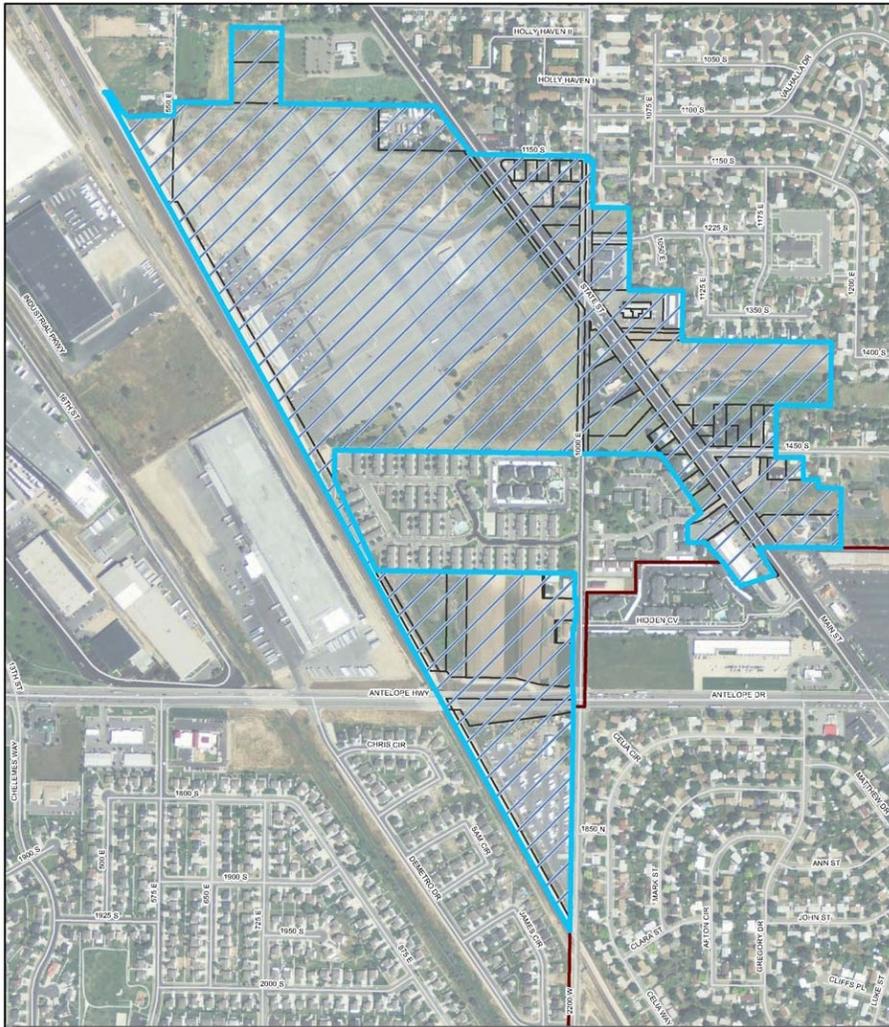


- 4) NORTH 29°57'27" WEST 34.41 FEET;
- 5) NORTH 30°54'35" WEST 132.47 FEET;
- 6) NORTH 29°48'11" WEST 388.77 FEET;
- 7) NORTH 30°59'27" WEST 80.97 FEET;
- 8) NORTH 31°05'32" WEST 207.92 FEET;
- 9) NORTH 30°31'29" WEST 454.41 FEET;
- 10) NORTH 29°57'27" WEST 2,664.20 FEET MORE OR LESS TO THE INTERSECTION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

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



EXHIBIT B  
PROJECT AREA MAP



CLEARFIELD STATION PROPOSED CDA

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

Oearf#E'ly

LEWIS fI YOUNG  
ROBERT TRON &  
B VRRNINGHAM

0 500 1,000 Feet





## EXHIBIT C

### PARCEL LIST

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



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

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

**RESOLUTION 2013R-04**

**A RESOLUTION APPROVING THE DRAFT COMMUNITY DEVELOPMENT PROJECT AREA BUDGET FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA.**

**Whereas;** pursuant to the provisions of the Utah Community Development and Renewal Agencies Act (the "Act") the Clearfield Community Development Renewal Agency (the "Agency") adopted a resolution authorizing the preparation of the Draft Project Area Budget for the Clearfield Station Community Development Project Area (the "Draft Budget" and "Project Area" respectively); and

**Whereas,** the Draft Budget having been prepared for the Project Area, the Agency held a duly noticed public meeting to consider the Draft Budget as to whether it should be revised, approved, or rejected;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE CLEARFIELD COMMUNITY DEVELOPMENT RENEWAL AGENCY AS FOLLOWS:**

1. The Draft Budget (a substantially final copy which is attached hereto as Attachment No. 1 and incorporated herein by this reference) is approved and adopted as the official Draft Budget of the Clearfield Station Community Development Project Area.
2. After adoption of this Resolution, pursuant to Utah Code Ann. § 17C-4-201 (2013), the Agency staff is authorized to negotiate with taxing entities for consent to receive a portion of the entities' tax increment from the Project Area to provide funds for the Agency to carry out the Clearfield Station Community Development Project Area Plan and to prepare Interlocal Agreements with said taxing entities to accomplish said funding for submission to the Agency Board for consideration and approval.
3. This Resolution shall take effect upon its adoption

Approved and adopted on October 22, 2013

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT  
AND RENEWAL AGENCY

---

Nancy R. Dean, Secretary

---

Kathryn Murray, Chair

VOTE OF THE BOARD

AYE:

NAY:

EXCUSED:

# **Attachment No. 1**

# PROJECT AREA BUDGET CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD ~~CITY~~ COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY, UTAH



OCTOBER 2013



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## SECTION 1: INTRODUCTION

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

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

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

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

## SECTION 2: DESCRIPTION OF COMMUNITY -DEVELOPMENT PROJECT AREA

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

TABLE 2.1: DESCRIPTION OF PROJECT AREA

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

The Project Area encompasses all of the parcels detailed in APPENDIX A.

A map and legal description of the Project Area are attached hereto in APPENDIX B.



## SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET

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

### BASE YEAR VALUE

The Agency has determined that the base year property tax value for the ~~Project Area~~ Budget will be the total taxable value (including real and personal property) for the 2013 tax year which is currently estimated to be \$9,977,882.

Using the 2013 tax rates established within the Project Area the property taxes levied equate to \$158,551 annually. Accordingly, this amount will continue to flow thru to each taxing entity proportional to the amount of the tax rate being levied.

### PAYMENT TRIGGER

This Budget will have a thirty-five year (35) duration from the date of the first tax increment receipt. Parcels will be triggered in groupings within the 35-year period. Each grouping or "tranche" will have a maximum duration of 20 years. No parcel may be triggered more than once and no parcel will contribute tax increment for more than 20 years. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1. In no case will the Agency trigger increment collection from the first tranche after March 1, ~~2013~~ 2017. Triggering the first tranche will ~~start~~ commence the 35-year, maximum duration time ~~clock~~ period.

### PROJECTED TAX INCREMENT REVENUE – TOTAL GENERATION

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that development will begin in the Project Area in ~~2013 or~~ 2014. The contemplated development will generate significant additional property and sales and use tax above what is currently generated within the Project Area.

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

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<sup>1</sup> Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV

calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.



## SECTION 4: PROPERTY TAX INCREMENT

### PROPERTY TAX INCREMENT SHARED WITH CDRA

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

The tax increment will be calculated using the current year's tax rate adopted by each taxing entity. In accordance with UCA 17C-1-407 (2)(a), the taxing entities approve payment of the increased taxes to the agency which result from an increase in the taxing entity's tax rate.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

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

### USES OF TAX INCREMENT

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

TABLE 4.2: USES OF TAX INCREMENT

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

Comment [JA1]: These numbers correspond to the Development Incentive Fund.

Comment [JA2]: These numbers correspond to the 5% for CDA administration.



### PROJECTED TAX INCREMENT REMAINING WITH TAXING ENTITIES

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

TABLE 4.3: RETAINED PROPERTY TAX INCREMENT

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

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

### BASE YEAR PROPERTY TAX REVENUE

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

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

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



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

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

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

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



## SECTION 5: COST/BENEFIT ANALYSIS

### ADDITIONAL REVENUES

#### Sales tax

Incremental sales and use tax will flow more quickly to the Agency considering sales tax is generated as soon as an entity begins transacting business. In addition, the sales and use tax is paid either monthly or quarterly to the City, County, and State. It is estimated that incremental sales tax would begin flowing to the City, County, and State as early as 2014 and as late as 2020. The estimated new incremental sales tax generated within the project<sup>2</sup> for the 35-year life of this Master Budget for the City, County and State is approximately \$9.8 million. The sales tax benefit to the City over the life of the project is approximately \$3.4 million or \$1.5 million NPV.

#### Other Tax Revenues

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

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

TABLE 5.1: TOTAL REVENUES

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

### ADDITIONAL COSTS

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

<sup>2</sup> Includes only the estimated new sales to the City, County, and State, Respectively.



TABLE 5.2: TOTAL EXPENDITURES

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

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



## APPENDIX A: PARCEL LIST

Parcel Number	Owner	Acres
090200031	CLEARFIELD CITY	2.30
090220005	LAYTON, LARRY W	0.17
090220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, VITO	0.14
090220007	GOLDEN SPRING HOMES LLC	0.08
090220009	ARNDT, RICHARD D & PATSY A	0.16
090220010	LAYTON, ZACHERY & MARILYN	0.49
090220011	BENNION, KIM-OANH T	0.33
090220012	HAMILTON, WILLIAN DONALD & MARY	0.33
090220026	LAYTON, ORSON RAY - TRUSTEE	0.25
090220027	CHELEMES, CHRIS J & MAGADALINE S--TRUSTEES	0.26
090220030	LAYTON, ORSON RAY - TRUSTEE	0.28
090220034	COMMUNITY TREATMENT ALTERNATIVES	0.25
090220035	COMMUNITY TREATMENT ALTERNATIVES	0.28
090220040	LAYTON, HATTIE W - TRUSTEE	7.71
090220042	LAYTON, KENT B & PEGGY	0.41
090220048	CLEARFIELD CENTER LLC	0.70
090220050	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH	1.61
090220069	WINWARD, RICHARD B & PAULINE K - TRUSTEES	2.08
090220094	FONG ENTERPRISES, L C - ETAL	0.63
090220103	KEYPERS L L C	0.50
090220107	CHELEMES, SAM J & ELSIE M --TRUSTEES	0.17
090220146	CHELEMES, SAM J & CHRIS J	0.02
090220147	LAKELINE PROPERTIES LC	1.50
090220151	D VIII FAMILY LLC	0.67
090220154	LAYTON, JEFF	0.30
090220155	LAYTON, JEFF	0.16
090220158	FOWERS, DON E. & JANETTE J. -ETAL-	1.13
090220159	DOMINGUEZ, PABLO F & MARIA F	0.33
092450002	WENDYS OLD FASHIONED HAMBURGERS OF NEW YORK, INC	1.21
092450003	CHELEMES, CHRIS J--ETAL-TRUSTEES	0.42
092450004	MADEC ENTERPRISES LC	1.14
092450005	CHELEMES ENTERPRISES LLC	1.14
092880001	THOMASON, DAVID B & GILENE M	-
092880002	JACOB, JEFFEREY L & YE S	-
092880003	JACOB, JEFFEREY L & YE S	-
092880004	JACOB, JERREREY L & YE S	-
092880005	ASSOCIATION OF UNIT OWNERS OF FALCON PLAZA COMMERCIAL CONDOS	1.22
120660012	WOOD, LYNN W & SHIRLEE F - TRUSTEES - ETAL	0.50
120660051	SANDERS, AMY JEAN WOOD DODART - ETAL	0.61
120660071	UTAH TRANSIT AUTHORITY	68.25
120660082	UTAH TRANSIT AUTHORITY	0.08
120660093	CLEARFIELD CITY A MUNICIPAL CORPORATION	1.38
120660094	CLEARFIELD CITY CORPORATION	2.36
120660095	UTAH TRANSIT AUTHORITY	0.51
120660096	KALLAS, GUS J - TRUSTEE	0.54
120660097	KALLAS, GUS J - TRUSTEE	0.27
120660098	KALLAS, GUS J - TRUSTEE	6.83
120670024	MARJAN PROPERTIES INC	0.45
120670063	CLEARFIELD CITY	1.09



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



## APPENDIX B: MAP AND LEGAL DESCRIPTION

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

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SECTION 12 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 00°05'06" EAST 2634.86 FEET ALONG THE EAST SECTION LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12)

AND RUNNING THENCE NORTH 89°42'54" EAST 233.00 FEET TO THE MOST NORTHERLY WEST CORNER OF FALCON MEADOWS SUBDIVISION; THENCE SOUTH 0°00'40" EAST 442.13 FEET; THENCE CONTINUING ALONG SAID SUBDIVISION THE NEXT THREE COURSES:

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

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

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

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

- 1) NORTH 29°32'09" WEST 88.47 FEET;
- 2) NORTH 29°05'15" WEST 1,020.34 FEET;
- 3) NORTH 29°17'29" WEST 163.16 FEET;
- 4) NORTH 29°57'27" WEST 34.41 FEET;
- 5) NORTH 30°54'35" WEST 132.47 FEET;
- 6) NORTH 29°48'11" WEST 388.77 FEET;
- 7) NORTH 30°59'27" WEST 80.97 FEET;
- 8) NORTH 31°05'32" WEST 207.92 FEET;
- 9) NORTH 30°31'29" WEST 454.41 FEET;

10) NORTH 29°57'27" WEST 2,664.20 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE CENTER SECTION LINE OF SAID SECTION 12; THENCE NORTH 0°07'57" WEST 91.09 FEET; THENCE SOUTH 32°38'36" EAST 285.68 FEET; THENCE SOUTH 44°58'33" EAST 62.10 FEET; THENCE NORTH 86°50'34" EAST 238.26 FEET; THENCE NORTH 0°06'58" EAST 60.37 FEET; THENCE SOUTH 89°53'02" EAST 300.44 FEET; THENCE NORTH 0°9'03" EAST 404.00 FEET; THENCE SOUTH 89°53'03" EAST 263.00 FEET; THENCE SOUTH 0°9'03" WEST 404.00 FEET; THENCE SOUTH 89°53'02" EAST 821.32 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 126; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 36°55'38" EAST 285.43 FEET; THENCE LEAVING SAID RIGHT OF WAY EAST 655.28 FEET; THENCE SOUTH 0°00'40" WEST 298.46 FEET TO THE POINT OF BEGINNING.

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





APPENDIX C: MULTI-YEAR BUDGET AND DEVELOPMENT  
ASSUMPTIONS







Clearfield Redevelopment Agency

Clearfield Station CDA  
Table A.4.2: Pro Forma for Parcels Outside UTA Site

Parcel ID	Owner	Acres	Building SF	Land Value	Building Value	Total Real Property Value	Taxable Value	Tax District	Current Use	Change	Future Use	Future Building SF	Future Land	Future Building	Future Personal Property	Exemption	Total Future Taxable Value	Difference
9020001	CLEARFIELD CITY	2.30	-	\$10,019	\$0	\$10,019	\$0	13	Roadway	No Change	Roadway	0	\$0	\$0	\$0	0%	\$0	\$0
9020005	LAYTON, LARRY W	0.17	-	\$48,800	\$0	\$48,800	\$48,800	13	Residential	Redeveloped Comm	Land Assemble with	2068	\$66,749	\$160,588	\$26,438	0%	\$261,775	\$212,975
9022006	MIRAGLIOTTA, SHERRY D - TRUST	0.14	1,129.00	\$24,880	\$26,437	\$51,317	\$51,317	13	Residential	Redeveloped Comm	Land Assemble with L	1703	\$54,970	\$139,661	\$20,949	0%	\$215,579	\$164,262
9022007	GOLDEN SPRING HOMES LLC	0.08	765.00	\$19,421	\$32,375	\$51,796	\$51,796	13	Residential	Redeveloped Comm	Land Assemble with L	973	\$31,411	\$79,306	\$11,971	0%	\$123,188	\$71,392
9022009	ARNDT, RICHARD D & PILEY A	0.16	884.00	\$24,880	\$26,071	\$50,951	\$50,951	13	Residential	Redeveloped Comm	Land Assemble with L	1946	\$62,827	\$159,812	\$23,042	0%	\$246,376	\$195,895
9022010	LAYTON, ZACHERY & MARLENE	0.40	624.00	\$33,646	\$17,350	\$50,996	\$50,996	13	Residential	Redeveloped Comm	Land Assemble with L	5912	\$190,823	\$484,622	\$72,723	0%	\$748,369	\$697,373
9022011	MOORE, RICHARD	0.33	878.00	\$30,172	\$28,481	\$58,653	\$58,653	13	Residential	Redeveloped Comm	Land Assemble with L	4050	\$130,749	\$332,193	\$49,829	0%	\$512,771	\$454,118
9022012	HAMILTON, WILLIAM DONALD & M	0.33	1,609.00	\$30,172	\$35,768	\$65,940	\$65,940	13	Residential	Redeveloped Comm	Land Assemble with L	4038	\$130,356	\$331,196	\$49,879	0%	\$511,231	\$445,291
9022026	LAYTON, ORSON RAY - TRUSTEE	0.26	1,392.00	\$20,880	\$43,558	\$64,438	\$64,438	13	Residential	Redeveloped Comm	Land Assemble for Bu	3041	\$98,160	\$240,394	\$37,409	0%	\$384,963	\$320,718
9022027	CHELEMES, CHRIS J & MAGDALENA	0.26	-	\$20,881	\$64,191	\$85,072	\$85,072	13	Residential	Redeveloped Comm	Land Assemble for Bu	3138	\$101,301	\$257,375	\$38,606	0%	\$397,282	\$312,230
9022030	LAYTON, ORSON RAY - TRUSTEE	0.28	-	\$87,200	\$0	\$87,200	\$87,200	13	Residential	Redeveloped Comm	Land Assemble for Bu	3406	\$108,939	\$279,322	\$41,898	0%	\$431,159	\$343,959
9022034	COMMUNITY TREATMENT ALTER	0.25	-	\$0	\$0	\$0	\$0	13	Residential	Redeveloped Commercial		3041	\$98,160	\$240,394	\$37,409	0%	\$384,963	\$384,963
9022035	COMMUNITY TREATMENT ALTER	0.28	2,112.00	\$0	\$0	\$0	\$0	13	Residential	Redeveloped Commercial		3406	\$108,939	\$279,322	\$41,898	0%	\$431,159	\$431,159
9022040	LAYTON, HATTIE W - TRUSTEE	7.71	-	\$6,191	\$0	\$6,191	\$6,191	13	Tree Farm	Redeveloped Comm	Land Assemble with L	4891	\$6,191	\$3,845,660	\$578,849	0%	\$4,428,699	\$4,422,508
9022042	LAYTON, KENT B & PEGGY	0.41	1,376.00	\$23,575	\$46,533	\$70,108	\$70,108	13	Residential	Redeveloped Comm	Land Assemble for Bu	4987	\$160,982	\$409,007	\$61,351	0%	\$631,340	\$561,232
9022044	CLEARFIELD CENTER, LLC	0.70	7,246.00	\$243,956	\$486,264	\$730,220	\$730,220	13	Commercial	No Change	Site and Site	7246	\$243,956	\$486,264	\$0	0%	\$730,220	\$0
9022059	CORPORATION OF THE BISHOP	1.81	-	\$0	\$0	\$0	\$0	13	Church	No Change	Church	0	\$0	\$0	\$0	0%	\$0	\$0
9022069	WINWARD, RICHARD B & PAULINE	2.08	2,904.00	\$330,221	\$155,679	\$485,900	\$485,900	13	Commercial	Redeveloped Comm	Improve Vet Clinic, Ex	0	\$398,265	\$0	\$0	0%	\$398,265	-89,635
9022094	FONG ENTERPRISES, L C - ETAL	0.83	3,675.00	\$219,544	\$222,956	\$442,500	\$442,500	13	Commercial	Face Lift	Renovate Existing B	3675	\$219,544	\$267,547	\$0	0%	\$487,091	\$44,591
9022103	KEPERS L C	0.50	4,000.00	\$174,240	\$152,960	\$327,200	\$327,200	13	Commercial	Face Lift	Renovate Existing B	4000	\$174,240	\$193,552	\$0	0%	\$367,792	\$30,592
9022107	CHELEMES, SAM J & ELSIE M - TR	0.17	835.00	\$18,384	\$26,686	\$45,070	\$45,070	13	Residential	Redeveloped Comm	Land Assemble with L	2068	\$66,749	\$160,588	\$26,438	0%	\$261,775	\$216,705
9022146	CHELEMES, SAM J & CHRIS J	0.02	-	\$6,968	\$0	\$6,968	\$6,968	13	Residential	Redeveloped Comm	Land Assemble for Bu	243	\$7,853	\$19,952	\$2,993	0%	\$30,797	\$23,829
9022147	LAKELINE PROPERTIES LLC	1.50	21,420.00	\$622,720	\$1,248,980	\$1,771,700	\$1,771,700	13	Commercial	Face Lift	Renovate Existing B	21420	\$622,720	\$1,498,776	\$0	0%	\$2,021,496	\$249,796
9022151	D VAN FAMILY LLC	0.67	-	\$175,000	\$0	\$175,000	\$175,000	13	Commercial	Face Lift	Renovate Existing B	0	\$175,000	\$0	\$0	0%	\$175,000	\$0
9022154	LAYTON, JEFF	0.30	-	\$91,500	\$0	\$91,500	\$91,500	13	Residential	Redeveloped Comm	Land Assemble with L	3649	\$117,792	\$299,273	\$44,891	0%	\$465,956	\$370,456
9022155	LAYTON, JEFF	0.16	-	\$48,800	\$0	\$48,800	\$48,800	13	Residential	Redeveloped Comm	Land Assemble with L	1983	\$64,800	\$162,605	\$24,391	0%	\$259,956	\$202,156
9022158	POWERS, DON E & JANETTE J - E	1.13	4,799.00	\$303,794	\$253,116	\$556,910	\$556,910	13	Commercial	Face Lift	Renovate Existing B	4794	\$303,794	\$303,739	\$0	0%	\$607,533	\$50,633
9022160	DOMINGUEZ, PAOLO F & MARIA F	0.33	645.00	\$41,924	\$41,966	\$83,890	\$83,890	13	Residential	Redeveloped Comm	Land Assemble with L	4063	\$133,142	\$333,191	\$49,976	0%	\$514,311	\$472,315
9040002	WENDYS OLD FASHIONED HAMB	1.21	3,130.00	\$421,684	\$254,338	\$676,022	\$676,022	13	Commercial	No Change	Commercial	3130	\$0	\$0	\$0	0%	\$676,022	\$0
9040003	CHELEMES, CHRIS J - ETAL TRUST	0.42	978.00	\$146,360	\$23,840	\$170,200	\$104,338	13	Residential	Traffic Light	New Traffic Light	0	\$104,338	\$0	\$0	100%	\$0	-\$104,338
9040004	MADEE ENTERPRISES LLC	1.14	-	\$70	\$70	\$70	\$70	13	Residential	Redeveloped Comm	Land Assemble for Bu	1821	\$448,156	\$1,133,547	\$170,032	0%	\$1,749,735	\$1,749,665
9040005	CHELEMES ENTERPRISES LLC	1.14	-	\$70	\$70	\$70	\$70	13	Residential	Redeveloped Comm	Land Assemble for Bu	1821	\$448,156	\$1,133,547	\$170,032	0%	\$1,749,735	\$1,749,665
9080001	THOMASON, DAVID B & GILENE M	-	12,084.00	\$3,488	\$360,212	\$363,700	\$363,700	13	Commercial	Face Lift	Renovate Existing B	12084	\$3,488	\$432,254	\$0	0%	\$435,742	\$7,042
9080002	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$302,012	\$305,500	\$305,500	13	Commercial	Face Lift	Renovate Existing B	12084	\$3,488	\$242,414	\$0	0%	\$245,902	\$40,402
9080003	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$106,412	\$109,900	\$109,900	13	Commercial	Face Lift	Renovate Existing B	12084	\$3,488	\$187,694	\$0	0%	\$191,182	\$31,282
9080004	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$190,512	\$194,000	\$194,000	13	Commercial	Face Lift	Renovate Existing B	12084	\$3,488	\$228,614	\$0	0%	\$232,102	\$38,102
9280005	ASSOCIATION OF UNIT OWNERS	1.22	-	\$0	\$0	\$0	\$0	13	Commercial	Face Lift	Renovate Existing B	0	\$0	\$0	\$0	0%	\$0	\$0
12060012	WOOD, LYNN W & SHIRLEE F - TR	0.30	-	\$152,500	\$0	\$152,500	\$152,500	13	Commercial	Traffic Light	New Traffic Light	0	\$152,500	\$0	\$0	100%	\$0	-\$152,500
12060051	SANDERS, JIMMY JEAN WOOD OOD	0.61	-	\$175,000	\$27,000	\$202,000	\$212,000	13	Commercial	Face Lift	Renovate Existing B	1266	\$175,000	\$44,400	\$0	0%	\$219,400	\$7,400
12060093	CLEARFIELD CITY A MUNICIPAL C	1.38	-	\$0	\$0	\$0	\$0	13	Agricultural	Redeveloped Commercial		16725	\$538,879	\$1,371,668	\$208,750	0%	\$2,117,298	\$2,117,298
12060094	CLEARFIELD CITY CORPORATION	2.36	-	\$0	\$0	\$0	\$0	13	Agricultural	Redeveloped Commercial		29755	\$928,199	\$2,358,272	\$353,741	0%	\$3,640,212	\$3,640,212
12060095	UTAH TRANSIT AUTHORITY	0.51	-	\$0	\$0	\$0	\$0	13	No Change	No Change		0	\$0	\$0	\$0	0%	\$0	\$0
12060096	KALLAS, GUS J - TRUSTEE	0.84	873.00	\$26,038	\$26,083	\$52,121	\$52,121	13	Residential	Redeveloped Commercial		6508	\$210,962	\$53,704	\$80,056	0%	\$623,821	\$769,730
12060097	KALLAS, GUS J - TRUSTEE	0.27	1,025.00	\$22,402	\$30,117	\$52,519	\$52,519	13	Agricultural	Redeveloped Commercial		3333	\$107,583	\$273,336	\$41,000	0%	\$421,920	\$369,401
12060098	KALLAS, GUS J - TRUSTEE	6.83	-	\$6,241	\$0	\$6,241	\$6,241	13	Agricultural	Redeveloped Commercial		8303	\$2,880,942	\$6,811,456	\$1,021,718	0%	\$10,514,116	\$10,507,875
12067001	MARJAN PROPERTIES INC	0.45	795.00	\$24,299	\$56,451	\$80,750	\$80,750	13	Commercial	Face Lift	Renovate Existing B	716	\$24,299	\$67,741	\$0	0%	\$82,040	\$11,290
12067003	CLEARFIELD CITY	1.09	-	\$0	\$0	\$0	\$0	13	Commercial	Redeveloped Commercial		13258	\$427,977	\$1,087,359	\$163,104	0%	\$1,678,440	\$1,678,440
12067004	CLEARFIELD CITY	1.32	-	\$0	\$0	\$0	\$0	13	Cemetery	Redeveloped Commercial		16056	\$518,284	\$1,316,802	\$197,520	0%	\$2,032,606	\$2,032,606
12067007	STEVEN H & BARBARA J COOMBS	2.00	2,291.00	\$383,328	\$61,347	\$444,675	\$444,675	13	Residential	Shady Gr	Redeveloped Commercial	2427	\$786,279	\$1,995,154	\$299,273	0%	\$3,079,706	\$2,635,031
12067008	MARJAN PROPERTIES INC	0.56	5,096.00	\$195,152	\$85,948	\$281,100	\$281,100	13	Commercial	Face Lift	Renovate Existing B	5066	\$195,152	\$102,068	\$0	0%	\$297,210	\$17,110
12067041	UTAH DEPARTMENT OF TRANSP	0.08	-	\$0	\$0	\$0	\$0	12	No Change	No Change		0	\$0	\$0	\$0	0%	\$0	\$0
12072002	BOATRIGHT, JESSICA L	0.16	1,198.00	\$18,095	\$36,096	\$54,191	\$54,191	13	Residential	Redeveloped Commercial		1998	\$61,252	\$155,622	\$23,343	0%	\$240,217	\$186,026
12072004	LEVRA, JAMES D	0.15	802.00	\$18,095	\$23,894	\$41,989	\$41,989	13	Residential	Redeveloped Commercial		1873	\$60,466	\$153,627	\$23,044	0%	\$237,137	\$195,178
12072005	MURRAY, DEE A	0.15	1,620.00	\$18,095	\$10,410	\$28,505	\$28,505	13	Residential	Redeveloped Commercial		1873	\$60,466	\$153,627	\$23,044	0%	\$237,137	\$195,178
12072006	GRAHAM, BEN RICHARD	0.15	-	\$39,200	\$0	\$39,200	\$39,200	13	Residential	Redeveloped Commercial		1873	\$60,466	\$153,627	\$23,044	0%	\$237,137	\$197,937
12072010	GRAHAM, BEN RICHARD	0.15	792.00	\$52,272	\$10,465	\$62,737	\$62,737	13	Residential	Redeveloped Commercial		1873	\$60,466	\$153,627	\$23,044	0%	\$237,137	\$174,400
12072011	GRAHAM, BEN L & SIDNEY LYNN	0.15	339.200	\$0	\$39,200	\$39,200	\$39,200	13	Residential	Redeveloped Commercial		1873	\$60,466	\$153,627	\$23,044	0%	\$237,137	\$197,937
12072014	GRAHAM, BEN L & SIDNEY LYNN O	0.12	3,055.00	\$41,816	\$116,184	\$158,000	\$158,000	13	Residential	Redeveloped Commercial		1508	\$48,687	\$123				

# **CLEARFIELD CITY ORDINANCE 2013-12**

**AN ORDINANCE APPROVING AND ADOPTING THE CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE CLEARFIELD STATION COMMUNITY DEVELOPMENT PROJECT AREA AND DIRECTING NOTICE OF SAID ADOPTION BE GIVEN AS REQUIRED BY STATUTE.**

**PREAMBLE:** Clearfield City can best serve the needs of its residents and business owners by continuing to foster and support quality economic development within its borders. Development of the Clearfield Station Community Development Project Area will promote job growth and increase tax revenues which can then be used to benefit the public. Pursuant to Title 17C, Chapter 4 of the Utah Code, this Ordinance formally adopts the Clearfield Station Community Development Project Area Plan as approved by the Board of the Clearfield Community Development and Renewal Agency.

## **RECITALS**

**WHEREAS**, the Clearfield Community Development and Renewal Agency (the “Agency”) having prepared a Draft Project Area Plan (the “Draft Plan”) for the Clearfield Station Community Development Project Area pursuant to the Utah Community Development and Renewal Agencies Act (the “Act”) as set forth in Title 17C, Chapter 4 of the Utah Code, and having held the required public hearing on the Draft Plan, has approved on this same date the proposed Draft Plan as the official Community Development Plan for the Clearfield Station Community Development Project Area; and

**WHEREAS**, § 17C-4-105 of the Act mandates that before a community development project area plan approved by resolution of an agency may take effect, said plan must be adopted by ordinance of the legislative body of the community that created the agency; and

**WHEREAS**, the Act also requires that certain notice be given by the community legislative body upon its adoption of a community development project area plan;

## **ENACTMENT**

**BE IT THEREFORE ORDAINED BY THE CLEARFIELD CITY COUNCIL** that:

1. The Clearfield City Council hereby adopts and designates the proposed Clearfield Station Community Development Project Area Plan (attached hereto as Attachment No. 1 and incorporated herein by this reference), as approved by the Agency, as the official Community Development Plan for the Clearfield Station Community Development Project Area;

2. City staff is hereby authorized and directed to publish or cause to be published the notice required by Utah Code Ann. § 17C-4-106 (2013), substantially in the form attached hereto as Attachment No. 2, whereupon the Clearfield Station Community Development Project Area Plan shall become effective pursuant to Utah Code Ann. § 17C-4-106 (2013); and
3. Pursuant to Utah Code Ann. § 17C-3-107 (2013), the Agency may proceed to carry out the official Clearfield Station Community Development Project Area Plan as of the effective date of this ordinance.

**EFFECTIVE DATE:** This ordinance takes effect immediately upon publication and recording.

DATED this 22<sup>nd</sup> day of October, 2013.

CLEARFIELD CITY CORPORATION

---

Donald W. Wood, Mayor

ATTEST

---

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

# **Attachment No. 1**

# DRAFT PROJECT AREA PLAN CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD ~~CITY~~ COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY, UTAH



OCTOBER 2013



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## INTRODUCTION

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

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

UTAH CODE  
§17C-4-101

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

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

Utah Code  
§17C-4-102

### RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

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

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



## DEFINITIONS

As used in this Community Development Project Area Plan:

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

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

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

The terms "**City**" or "**Community**" shall mean ~~the~~-Clearfield City.

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

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

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

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

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

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

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



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

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

The **Tax Increment** will be calculated using the current year’s tax rate adopted by each **Taxing Entity**. In accordance with UCA 17C-1-407 (2)(a), the taxing entities approve payment of the increased taxes to the agency which result from an increase in the taxing entity’s tax rate.

UTAH CODE  
§17C-4-103(1)

## DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

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

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

UTAH CODE  
§17C-4-103(2)

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

### GENERAL LAND USES

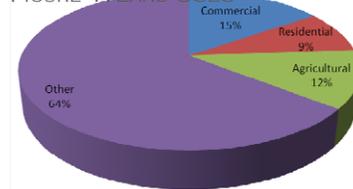
A significant amount of property within the Project Area consists of vacant and underutilized property not generating full beneficial tax base to the City or other taxing entities. Table I and Figure 1 summarize the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

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

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

FIGURE 1: LAND USES





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

### LAYOUT OF PRINCIPAL STREETS

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

### POPULATION DENSITIES

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

### BUILDING INTENSITIES

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

UTAH CODE  
§17C-4-103(2)

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

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

### GENERAL LAND USES

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

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

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

### LAYOUT OF PRINCIPAL STREETS

The Agency anticipates that the development will require new roadways, most notably an east/west

street through  
the middle of  
the 68-acre  
UTA parcel  
which will  
provide  
access to the  
mass transit



site and to the new commercial and residential developments in the area. Realignment of two intersections along State Street are also planned to provide right-angle traffic light stops. All improvements along these streets are anticipated to spur development within all parts of the Project Area.

### POPULATION DENSITIES

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

### BUILDING DENSITIES

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

UTAH CODE  
§17C-4-103(3)

## STANDARDS GUIDING THE COMMUNITY DEVELOPMENT

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

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

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

#### **Business attraction and expansion.**

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

#### **Recruit, retain and expand employers.**

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

#### **Spur revitalization.**

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



UTAH CODE  
§17C-4-103(4)

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

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

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

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

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

### Provision of Private or Public Infrastructure

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

UTAH CODE  
§17C-4-103(5)

## CONFORMANCE OF THE PROPOSED DEVELOPMENT ~~TO THE~~ COMMUNITY'S GENERAL PLAN

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

### ZONING ORDINANCES

Any development contemplated within the Project Area shall conform to the City's land use ordinances, including ~~"Title 11 - Land Use"~~ of the Clearfield City Code. Additionally, any development must be in harmony with the City's General Plan, including "Chapter 2 - Land Use of the City's General Plan." ~~The current designation for the TOD property on the General Plan's Future Land Use Map is mixed use. Moreover, the Project Area Plan does not propose any development inconsistent with the City's General Plan, and all proposed development conforms thereto.~~

### BUILDING CODES

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

### PLANNING COMMISSION

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





UTAH CODE  
§17C-4-103(6)

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

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

UTAH CODE  
§17C-4-103(7)

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

#### QUALIFIED OWNERS

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

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

~~The Agency may extend reasonable preferential opportunities to owners and tenants in the Project Area ahead of persons and entities from outside the Project Area, to be owners and tenants in the Project Area during and after the completion of the community development. To the extent the Agency determines that it is beneficial to have owners or tenants remain within the Project Area, plans for enhancing and promoting the concepts outlined in this Plan will be mutually discussed and agreed upon.~~

#### DEVELOPERS CURRENTLY INVOLVED

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



### OTHER PARTIES

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

### PERSONS EXPRESSING AN INTEREST TO BECOME A DEVELOPER

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

UTAH CODE  
§17C-4-103(8)

### REASON FOR SELECTION OF THE PROJECT AREA

~~In 2013~~As of currently, substantial vacant and underutilized land exists between State Street and the UTA FrontRunner station. Financial assistance is needed to incentivize the use of parking decks in place of the current acres of asphalt surface parking. Higher density parking structures will allow for additional office, business, and residential density in the area. Furthermore, it is anticipated that the development of this area will encourage re-investment and revitalization in the surrounding businesses along State Street.

UTAH CODE  
§17C-4-103(9)

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

#### PHYSICAL CONDITIONS

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

#### SOCIAL CONDITIONS

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

#### ECONOMIC CONDITIONS

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



UTAH CODE  
§17C-4-103(10)

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

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

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

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

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

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

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

TABLE 4: USES OF TAX INCREMENT

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

Comment [JA1]: These need to be swapped.



UTAH CODE  
§17C-4-103(11)

UTAH CODE  
§17C-4-103(11)(a)

UTAH CODE  
§17C-4-103(11)(b)

## ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

### THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

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

It is estimated that the development of the area will result in approximately 940 new jobs. These jobs will likely result in an average annual wage of approximately \$41,591.<sup>1</sup> Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity in the area, ~~especially at a time when the construction sector of the economy is struggling~~. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

### THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

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

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

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

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



UTAH CODE  
§17C-4-103(12)

## OTHER INFORMATION THAT THE AGENCY DETERMINES TO BE NECESSARY OR ADVISABLE

### Cost/Benefit Analysis

Based on the land use assumptions, current economic and market demand factors, ~~tax~~ ~~increment~~ participation levels, ~~and as well as~~ public infrastructure, land assemblage and incentive needs, the following table outlines the benefits (revenues) and costs (expenditures) anticipated within the Project Area. This does not factor in the benefit of other multipliers such as job creation, disposable income for retail consumption, etc. As shown below, the proposed ~~community development~~ ~~Project Area~~ will create a net benefit for ~~the~~ Clearfield City.

TABLE 5: COST/BENEFIT ANALYSIS

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



## EXHIBIT A

### LEGAL DESCRIPTION OF PROJECT AREA: CLEARFIELD STATION CDA

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

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

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

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

- 1) NORTH 29°32'09" WEST 88.47 FEET;
- 2) NORTH 29°05'15" WEST 1,020.34 FEET;
- 3) NORTH 29°17'29" WEST 163.16 FEET;

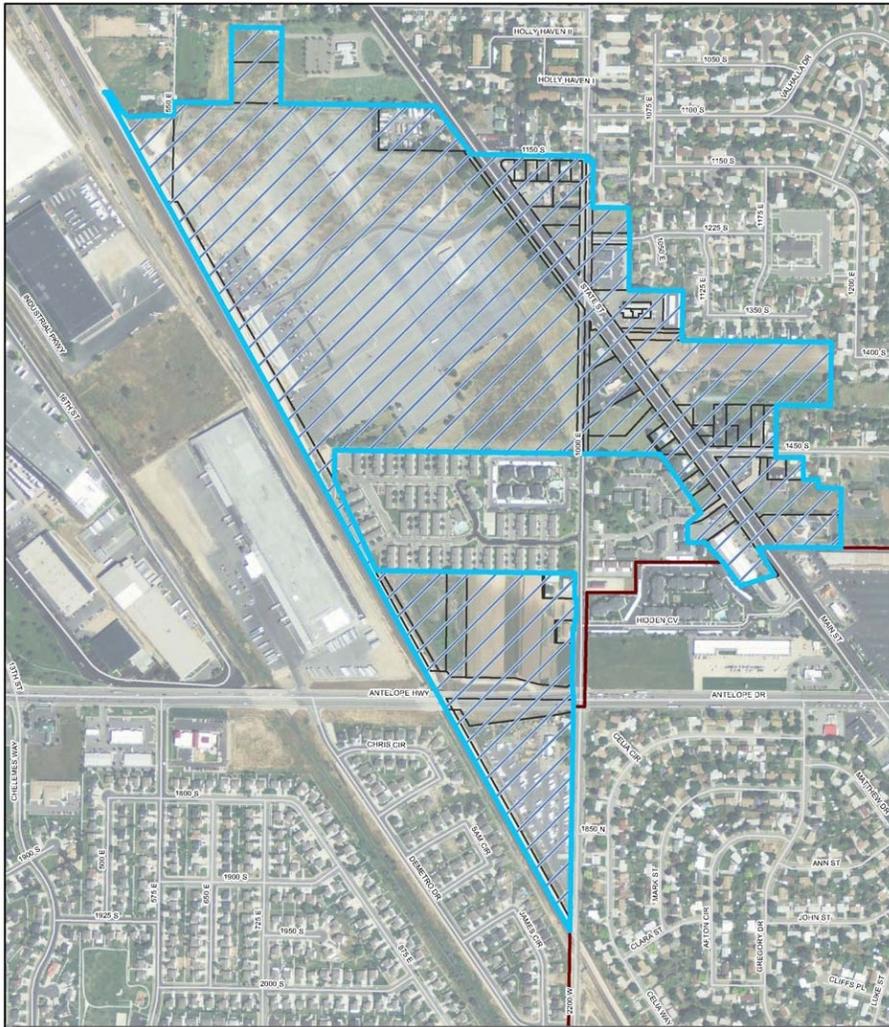


- 4) NORTH 29°57'27" WEST 34.41 FEET;
- 5) NORTH 30°54'35" WEST 132.47 FEET;
- 6) NORTH 29°48'11" WEST 388.77 FEET;
- 7) NORTH 30°59'27" WEST 80.97 FEET;
- 8) NORTH 31°05'32" WEST 207.92 FEET;
- 9) NORTH 30°31'29" WEST 454.41 FEET;
- 10) NORTH 29°57'27" WEST 2,664.20 FEET MORE OR LESS TO THE INTERSECTION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

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



EXHIBIT B  
PROJECT AREA MAP



CLEARFIELD STATION PROPOSED CDA

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

Oearf#E'ly

LEWIS fI YOUNG  
ROBERT TRON &  
B VRRNINGHAM

0 500 1,000 Feet





## EXHIBIT C

### PARCEL LIST

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



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

# Memo



To: Mayor Wood and City Council Members  
From: JJ Allen, Assistant City Manager  
Date: October 18, 2013  
Re: Clearfield Station CDA Project Area Plan

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## **I. RECOMMENDED ACTION**

- **Approve Ordinance 2013-12**, adopting the Clearfield Station Community Development Project Area Plan, as approved by the Clearfield Community Development and Renewal Agency (CDRA), as the official Community Development Project Area Plan for the Clearfield Station Community Development Area and directing that notice of the adoption be given as required by State Statute and authorize the Mayor's signature to any necessary documents.
- **Approve Resolution 2013R-18**, approving an Interlocal Cooperation Agreement between the City and the Clearfield Community Development and Renewal Agency (CDRA) and authorize the Mayor's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

With the Clearfield Community Development and Renewal Agency (CDRA) having approved the Clearfield Station CDA Project Area Plan and Budget (see the corresponding staff report on those items), the City now needs to take similar action.

This Ordinance formally adopts the community development project area plan for the Clearfield Station CDA as approved by the CDRA Board. Utah Code 17C-4-105 requires that before a CDA can take effect, the Plan must be adopted by ordinance by the City. The Ordinance also authorizes notice of the adoption to be published.

The Resolution approves an Interlocal Cooperation Agreement with the CDRA, implementing the Clearfield Station CDA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the City.

### **III. IMPACT**

#### **a. Fiscal**

As detailed in the Clearfield Station CDA Project Area Budget, the net financial impact to the City is positive. Over the course of the 35-year Project Area life, Clearfield City is estimated to have a net incremental benefit of \$5.8 million. After the CDA expires, the City will benefit from all of the increased tax revenue generated within the Project Area.

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

Development within the CDA will enhance Clearfield's economy and provide assets and amenities for the community's benefit (e.g. employment, transit access, housing, education, civic space, etc.). Implementation of the CDA is a step toward accomplishing the vision set forth in the City's Vision 2020 Strategic Plan.

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

After City approval, the CDRA can then move forward with entering similar Interlocal Agreements with the other taxing entities. Those efforts would unfold over the next few months. As described in the Budget, the first tranche of tax increment collection would be triggered no later than 2017.

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

- Ordinance 2013-12
  - Clearfield Station Community Development Project Area Plan
  - Notice required to be published by Utah Code
- Resolution 2013R-18
  - Interlocal Cooperation Agreement with the Clearfield CDRA

# CLEARFIELD CITY RESOLUTION 2013R-18

## RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY.

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

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

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

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

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

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

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

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

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

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

Passed and adopted by the City Council at its regular meeting on the 22<sup>nd</sup> day of October, 2013.

ATTEST

CLEARFIELD CITY CORPORATION

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

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

VOTE OF THE COUNCIL

AYE:

NAY:

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

## INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

If to City:  
Clearfield City  
Attn: City Manager  
55 South State Street  
Clearfield, UT 84015  
Facsimile: (801) 525-2869

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

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

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then

the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2055.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
  - a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
  - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
  - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
  - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
  - f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
  - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real

and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

City: CLEARFIELD CITY CORPORATION

Attest:

By: \_\_\_\_\_  
Mayor Don Wood

\_\_\_\_\_  
City Recorder

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

\_\_\_\_\_  
Attorney for Clearfield City

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

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

\_\_\_\_\_  
Secretary

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

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

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

Legal Description of Project

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

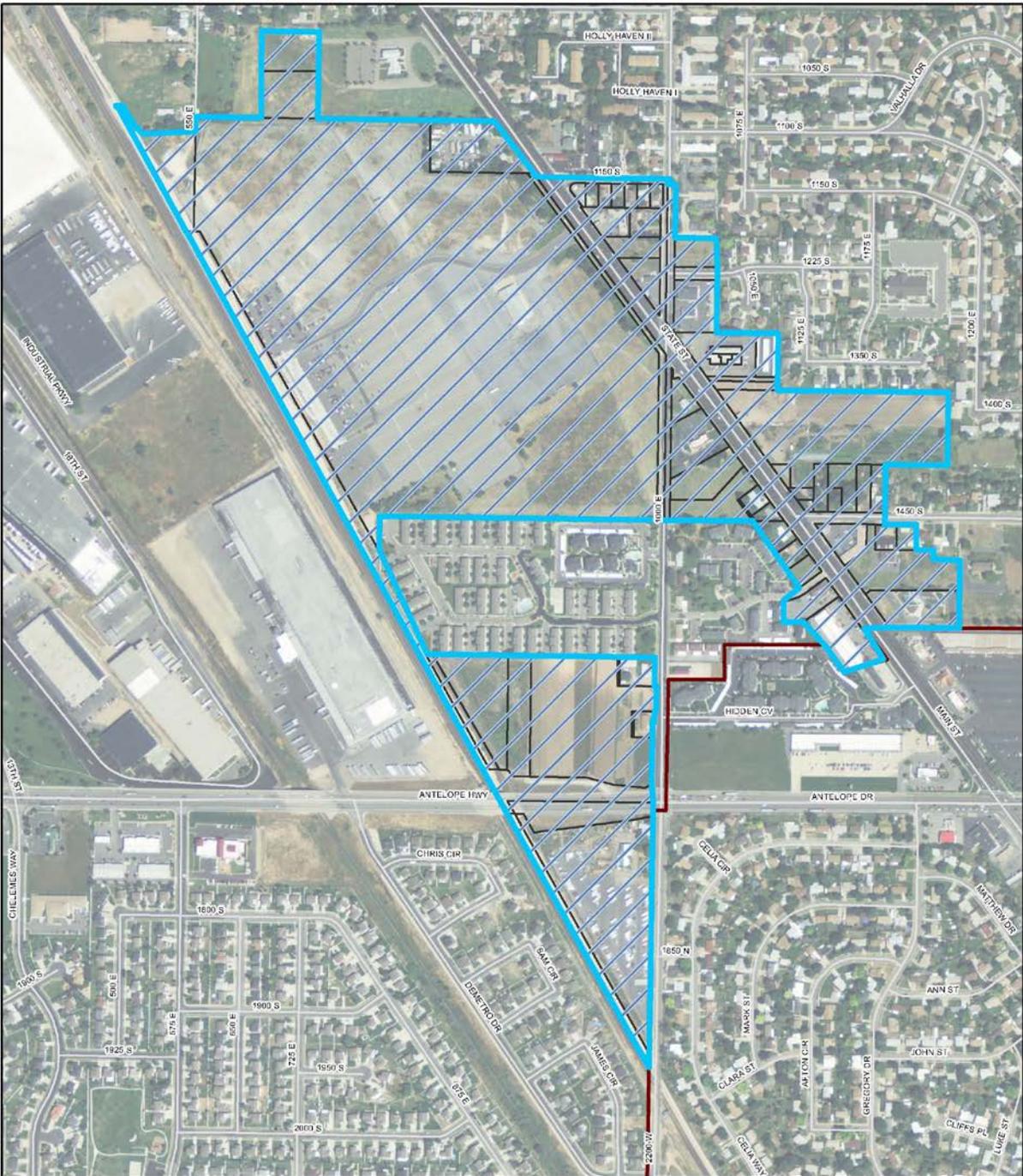
THENCE LEAVING SAID SUBDIVISION SOUTH 0°00'46" EAST 336.33 FEET; THENCE SOUTH 89°59'18" WEST 288.88 FEET; THENCE SOUTH 0°32'39" EAST 277.84 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°27'21" EAST 143.98 FEET; THENCE LEAVING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

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

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

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

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



# CLEARFIELD STATION PROPOSED CDA

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



LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

0 500 1,000 Feet



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

Project Area Plan

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

Draft Project Area Budget

**CLEARFIELD 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 put the project total at **\$217,802.75**.

16 October 2013

Clearfield City  
55 South State Street  
Clearfield, Utah 84015

Attn: Mayor Don Wood and City Council  
Proj: **Freeport Tank Replacement Project – Freeport Center**  
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Wood and Council Members,

The “Bid Opening” for the above referenced project was conducted on the 8<sup>th</sup> of October 2013. The lowest responsible bidder is Shearer & Associates, Inc., of Vancouver, Washington.

Enclosed are the “Bid Results” and “Bid Proposal Tabulation”. Shearer & Associates, Inc.’s bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Shearer & Associates, Inc.’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$983,254.40, to Shearer & Associates, Inc.

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

Sincerely,  
**CEC, Civil Engineering Consultants, PLLC.**



N. Scott Nelson, P.E.  
*City Engineer*

Cc: Scott Hodge – Clearfield Public Works Director  
Kim Dabb – Clearfield City Operations Manager



BID RESULTS

**Freeport Tank Replacement Project  
Freeport Center**

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

BID DATE: October 8<sup>th</sup>, 2013  
TIME: 10:00 am.

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

PLAN HOLDER NAME	ADDENDUM	BID BOND	BID AMOUNT
Engineering America	Yes	Yes	\$1,097,000
Shearer Tanks	Yes	Yes	\$983,254.40

**BID PROPOSAL TABULATION**

**FREEPORT TANK REPLACEMENT PROJECT - FREEPORT CENTER**

BID DATE: 8 OCTOBER 2013

OWNER: CLEARFIELD CITY

PUBLIC WORKS DIRECTOR: SCOTT HODGE

Bid Item	Description	Quantity	Unit	Shearer & Associates 1404 NE 134th St. Suite 200 Vancouver, Washington, 98685		Engineering America, Inc. 647 Hale Ave. N Oakdale, MN, 55128	
				Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization, bonds & insurance.	1	ls.	\$80,790.00	\$80,790.00	\$45,000.00	\$45,000.00
2.	Demolition, removal and disposal of the existing reinforced concrete tank and site grubbing.	1	ls.	\$72,746.00	\$72,746.00	\$78,750.00	\$78,750.00
3.	Preparation of the tank foundation base and the installation of structural fill material (roadbase) for the tank foundation.	6,100	tons	\$31.15	\$190,015.00	\$31.83	\$194,163.00
4.	Furnish and install a glass-fused-to-steel culinary water storage tank.	1	ls.	\$622,707.00	\$622,707.00	\$761,217.80	\$761,217.80
	Size of tank (diameter X total height):			109' - 3" X 26' - 2"		92' - 4" X 33' - 0"	
	Capacity of tank:			1,584,008 gallons		1,489,902 gallons	
5.	Furnish and install 7' tall chain link fencing with 20' access gate.	520	lf.	\$23.07	\$11,996.40	\$25.71	\$13,369.20
6.	Replace all site landscaping surface improvements damaged during construction.	1	ls.	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
<b>TOTAL BID:</b>				<b>\$983,254.40</b>		<b>\$1,097,000.00</b>	
Surety Company				Travelers		Western Surety Company	
City, State				Springfield, Oregon		South Dakota	
Bid Security - Bid Bond Amount				5%		5%	
Contractor's License Number				662887-5501		8641357	

# SHEARER & ASSOCIATES, INC

GENERAL CONTRACTOR | DEVELOPMENT



October 16, 2013

City of Clearfield, Utah  
Attention: Scott Hodge - Public Works Director  
55 South State Street  
Clearfield City, Utah

RE: Freeport Tank Replacement Project - Freeport Center

We have reviewed the letter from Scott Nelson dated October 15th, 2013. This here letter is our Letter of Commitment that all items mentioned in said letter from Scott Nelson including the structural comments from ARW Engineers dated October 11, 2013 will be corrected at no additional cost to the city. As well design, submittals, and the warranty of all project items which will be furnished to the Clearfield City will be at 100% control and responsibility, liability and warrantee of Shearer & Associates.

Regards,



Ryan Weaver  
Senior Project Manager  
Shearer & Associates, Inc.

15 October 2013

Shearer & Associates, Inc.  
1404 NE 134<sup>th</sup> Street, Suite 200  
Vancouver, Washington 98685

Attn: Ryan Weaver, Project Manager  
Proj: **Freeport Tank Replacement Project – Freeport Center**  
Subj: Contract Documents and Specifications

Dear Ryan,

I appreciate the response to our calls and questions, as we have reviewed your recently submitted “Bid Documents” and preliminary design calculations that were submitted on October 8<sup>th</sup>, 2013 for the proposed new Clearfield City Culinary Water Tank in the Freeport Center.

A number of issues came to our attention as we reviewed your Bid Documents. As per our telephone conversation, the following items will need to be reviewed by your company staff and a “Letter of Commitment” provided to the City indicating that these items will be corrected in your Bid Documents, that any additional labor/materials needed to address these items will be furnished at no additional cost to Clearfield City, and that your line-item as well as overall project bid costs remain constant as previously submitted:

- All furnished construction items must comply fully with the Contract Documents and with current City Standards as well as with National codes.
- The Tank and Aluminum Dome shall not exceed 45-feet in height when measured from the top of the concrete floor to the peak of the dome (See Chapter 11, Title 13, Paragraph 11 of the “Height Limitations Exceptions” of the Clearfield City “Zoning Ordinance”, for the M-1 Zone).
- All structural design must comply fully with the Contract Documents and review comments from our office and from ARW Engineers (“Structural Consultant”). Attached are the review comments from ARW Engineers of your preliminary “Foundation Design Calculations for Embedded Shell Rings” recently submitted as well as the comments herein from our office.
- A final set of design calculations must be stamped by a licensed Utah Structural Engineer, and submitted for review and approval by our office and our Structural Consultant prior to construction. All review comments must be fully adhered to.
- The minimum approved concrete floor thickness is 8-inches. The Contract Documents indicated the anticipated floor thickness of 12-inches thick. Construction experience shows

that most, if not all, Contractors have a great deal of difficulty with the construction of reinforced concrete structures to the minimum design standards. Based upon our knowledge and construction experience, a safety factor was shown in the Contract Documents of 12-inches +/- for the tank floor (See Contract Bid Drawings - 9 of 18 and 10 of 18). Therefore, in our opinion, it is not realistic to expect a Contractor to adhere fully to the design parameters submitted by your Engineer and successfully construct a 6-inch thick floor with all minimum reinforcement bar coverage's met. Accordingly, the minimum acceptable concrete floor thickness will be 8 inches.

A final statement will need to be in your letter of commitment that all design, submittals and the warranty of all project items, which are being furnished to Clearfield City, will be at 100% control and responsibility, liability and warrantee of Shearer & Associates, Inc.

If you agree with these terms, please furnish Clearfield City with the requested Letter of Commitment, at your earliest convenience. The Letter of Commitment will be forwarded to the Mayor and City Council for their consideration of contract award.

Sincerely,

**CEC, Civil Engineering Consultants, PLLC.**

A handwritten signature in black ink, appearing to read "N. Scott Nelson", with a long, sweeping underline.

N. Scott Nelson, P.E.

*City Engineer*

Cc. Scott Hodge, Clearfield City Public Works Director  
Kim Dabb, Clearfield City Operations Manager  
Scott Hess, Clearfield City Development Services Manager  
Brian Brower, Clearfield City Attorney

CLEARFIELD CITY COUNCIL  
AGENDA REQUEST FORM

**INSTRUCTIONS:** All new business items for the Council must be submitted to the City Recorder's office, no later than 12:00 p.m. (noon) on the Tuesday one week prior to the Council work session or policy session in which discussion or consideration of the item is expected to take place. An executive summary shall be attached with supporting documentation of any staff recommendations.

1. TITLE: Approval of MOU with North Davis Junior High School for use of the Clearfield Aquatic Center

2. BACKGROUND: North Davis Junior High School has once again received Title 1 grant funding for the upcoming school year. NDJHS Principal, Ryan Hansen would like to use those grant funds to purchase annual passes to the Clearfield Aquatic Center for teachers at the junior high school. The total grant awarded to NDJHS is \$10,000 and their request would include passes for sixty (60) teachers. The current price for an annual adult pass to the CAC is \$270 and this request would represent a significant discount (60 passes x \$270 = \$16,200). To provide the requested number of passes for \$10,000 would represent a cost savings of approximately \$113 per pass. At the regular price they would only be able to afford thirty-seven (37) passes and they would not be able to provide an equal benefit to all of their teachers. This is likely to be an arrangement that could possibly be an annual arrangement should the District continue to receive Title I grant funding for future years.

3. ACTION REQUESTED: (Check all that apply.)

Discussion Only      Work Session Date Requested:  
Scheduled Item:      Policy Session Date Requested: October 22, 2013  
Ordinance (attach copy)  
    Attorney's Approval \_\_\_\_\_  
Resolution (attach copy)  
    Attorney's Approval \_\_\_\_\_  
Public Hearing (attach copy of legal notice)  
Appeal (explain)  
Other (explain)

4. STAFF RECOMMENDATION: This agreement with the School District proved to be a mutually beneficial arrangement over the course of the last year and they have requested consideration of the same agreement for the coming year as well.

5. FUNDING:

6. REQUESTOR:

Name and Title: Eric Howes, Community Services Director  
Department: Community Services      Phone: (801) 525-2793  
Date: October 15, 2013

# MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter, the “MOU” or “Agreement”) is entered into this \_\_\_\_ day of October, 2013 (the “Effective Date”) by and between Clearfield City Corporation, a Utah Municipal Corporation, (the “City”) and North Davis Junior High School (“NDJH”) for the purpose of establishing parameters under which faculty and staff at NDJH can obtain discount passes to the Clearfield Aquatic Center (“CAC”).

**WHEREAS**, the administration at NDJH has expressed its desire to provide attractive benefits beyond those offered by the Davis School District which may help to encourage the retention of quality teachers at the school; and

**WHEREAS**, the City has an interest in the success of the single junior high school located in Clearfield and wants to reasonably cooperate with NDJH in its effort to attract and retain good teachers; and

**WHEREAS**, the City has been approached by NDJH administration about the possibility of providing discounted passes to the CAC for its full-time faculty and staff members; and

**WHEREAS**, the Clearfield City Council has expressed its desire to provide discount passes to the CAC for full-time faculty and staff members at NDJH and other schools in the community, where feasible, and has directed City staff to administer that policy; and

**WHEREAS**, the parties desire to come to a mutual understanding of when and how discounted passes to the CAC might be provided by the City for NDJH faculty and staff;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Discount Passes.** The City will provide NDJH with up to sixty (60) individual adult annual passes to the CAC for the discounted price of TEN THOUSAND DOLLARS (\$10,000.00). Once payment in full has been received by the City from NDJH, said

discounted passes will be issued to specific individuals who are employed full-time as either faculty or staff at NDJH. NDJH will provide the City with a master list of those full-time faculty and staff members who are eligible to receive said discounted passes from the City. The master list of eligible full-time faculty and staff members shall be updated by NDJH and provided to the City on a regular basis. At no time shall the total number of discounted passes issued by the City to eligible full-time NDJH faculty and staff members for the use of the CAC exceed sixty (60) in number.

**Section 2. Term and Termination.** The term of this MOU shall be for one year from its Effective Date. Either party may terminate this MOU prior to expiration of the term by giving sixty (60) days written notice of its intent to terminate. Should the City terminate the MOU prior to expiration of the term, then funds will be reimbursed to NDJH on a pro-rata basis (\$833.33 for each full month remaining in the term).

**Section 3. Discount Pass Holders.** All eligible NDHJ full-time faculty and staff members who take advantage of this program being offered by the City and NDJH shall be subject to all rules and regulations of the City and the CAC. They will be treated as any other CAC member, shall be subject to all policies and procedures, and may be subject to expulsion from the facilities for violations thereof.

**Section 4. Governmental Immunity.** Both NDJH and the City are political subdivisions of the state of Utah as defined in the Governmental Immunity Act of Utah (the "Act"). Nothing in this MOU is intended to limit or waive any rights, privileges, or immunity enjoyed by either party under the Act.

**Section 5. Severability.** If any part of this MOU is held invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect unless enforcement as so modified would be unreasonable or grossly inequitable under the circumstances or would frustrate the purposes hereof. To this end, provisions of this MOU are severable.

**Section 6. Binding Authority.** Each party represents and warrants to the other party that the person executing this MOU on its behalf has the authority to sign and, by signing, to bind that party to the terms and conditions of this Agreement.

**Section 7. Entire Agreement.** This MOU contains the entire understanding and agreement between the parties, each of which has participated and cooperated in its drafting. This MOU may not be modified, amended or waived, in whole or in part, except in a writing signed by both of the parties.

CLEARFIELD CITY CORPORATION

NORTH DAVIS JUNIOR HIGH

By: \_\_\_\_\_  
Mayor Don Wood

By: \_\_\_\_\_  
Principal Ryan Hansen

Attest:

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

# Memo



To: Clearfield CDRA Board Members  
From: JJ Allen, Assistant City Manager  
Date: October 18, 2013  
Re: Interlocal Agreement with Clearfield City for Clearfield Station CDA

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## **I. RECOMMENDED ACTION**

**Approve Resolution 2013R-05**, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and the City and authorize the Chair's signature to any necessary documents.

## **II. DESCRIPTION / BACKGROUND**

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

## **III. IMPACT**

### **a. Fiscal**

As detailed in the Project Area Budget, the CDA expects to collect nearly \$35 million in tax increment over the 35 year life of the project. Of this total, about \$4 million would be the Clearfield City contribution.

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

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

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

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

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

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

- Resolution 2013R-05
  - Interlocal Cooperation Agreement with Clearfield City

**CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

**RESOLUTION 2013R-05**

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

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

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

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

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

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

1. The Interlocal Cooperation Agreement between the Agency and the City, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

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

- 5. The Agreement shall be effective immediately upon execution.
- 6. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the Board of Directors of the Clearfield Community Development and Renewal Agency, Utah this 22<sup>nd</sup> day of October, 2013.

ATTEST

CLEARFIELD COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY

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

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

VOTE OF THE BOARD

AYE:

NAY:

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

## INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

If to City:  
Clearfield City  
Attn: City Manager  
55 South State Street  
Clearfield, UT 84015  
Facsimile: (801) 525-2869

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

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

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then

the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2055.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
  - a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
  - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
  - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
  - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
  - f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
  - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real

and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

City: CLEARFIELD CITY CORPORATION

Attest:

By: \_\_\_\_\_  
Mayor Don Wood

\_\_\_\_\_  
City Recorder

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

\_\_\_\_\_  
Attorney for Clearfield City

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

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

\_\_\_\_\_  
Secretary

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

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

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

Legal Description of Project

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

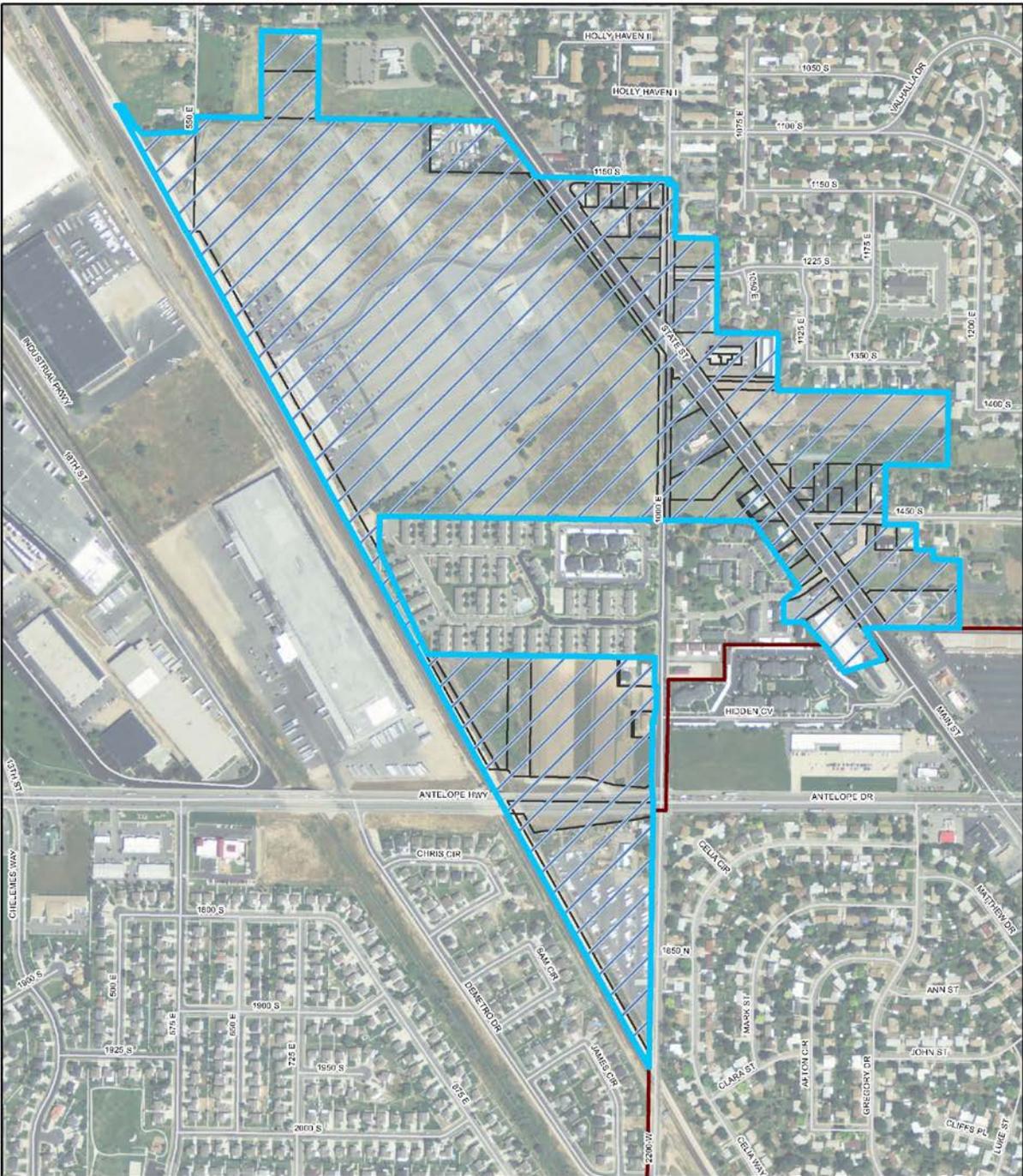
THENCE LEAVING SAID SUBDIVISION SOUTH 0°00'46" EAST 336.33 FEET; THENCE SOUTH 89°59'18" WEST 288.88 FEET; THENCE SOUTH 0°32'39" EAST 277.84 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°27'21" EAST 143.98 FEET; THENCE LEAVING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

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

- 1) SOUTH 0°45'07" EAST 102.41 FEET;
- 2) SOUTH 29°58'32" EAST 428.29 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°53'09" EAST 1,075.92 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF 1000 EAST STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°05'19" WEST 1,929.42 FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT OF WAY AND THE WESTERLY LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE NEXT TEN COURSES:

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

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



# CLEARFIELD STATION PROPOSED CDA

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



LEWIS YOUNG  
ROBERTSON & BURNINGHAM, INC.

0 500 1,000 Feet



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

Project Area Plan

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

Draft Project Area Budget