

CLEARFIELD CITY COUNCIL
AGENDA AND SUMMARY REPORT
February 11, 2014 – POLICY SESSION

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

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

6:30 P.M. WORK SESSION

Discussion on Tax Increment Financing

7:00 P.M. REGULAR SESSION

CALL TO ORDER:

Mayor Shepherd

OPENING CEREMONY:

Councilmember Benson

APPROVAL OF MINUTES:

January 28, 2014 – Work Session

January 28, 2014 – Policy Session

February 4, 2014 – Work Session

SCHEDULED ITEMS:

1. CITIZEN COMMENTS
2. CONSIDER APPROVAL OF AND CONSENT TO THE MAYOR'S PROPOSED APPOINTMENT OF INDIVIDUALS TO THE CITY'S PARKS AND RECREATION COMMISSION

BACKGROUND: The Clearfield Parks and Recreation Commission has three vacancies for members. Amber Self, Charlie Benson and Robert Bercher had submitted letters of interest and were interviewed by the City Council during its February 4, 2014 work session.

RECOMMENDATION: Approve and consent to the Mayor's appointment of Amber Self with a term expiring December 2016, Charlie Benson with a term expiring 2016 and Robert Bercher with a term expiring December 2014, to serve on the Parks and Recreation Commission and authorize the Mayor's signature to any necessary documents.

3. CONSIDER APPROVAL OF ORDINANCE 2014-01 AMENDING TITLE 3 OF THE CLEARFIELD CITY CODE

BACKGROUND: The City Council desires to provide an option to increase the number of alternate members of the Planning Commission when circumstances warrant additional members are necessary. The ordinance has been drafted to allow up to three alternate members of the Commission as opposed to the current number of two. The proposed ordinance also clarifies the role of the City Council liaison to the Planning Commission.

RECOMMENDATION: Approve Ordinance 2014-01 Amending Title 3 of the Clearfield City Code and authorize the Mayor's signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2014R-03 AUTHORIZING THE DISPOSAL OF UNCLAIMED PROPERTY

BACKGROUND: The Clearfield City Police Department is required to dispose of unclaimed property. In the past the Council has approved the disposition of unclaimed property to bona fide charities.

RECOMMENDATION: Approve Resolution 2014R-03 authorizing the disposal of unclaimed property and authorize the Mayor's signature to any necessary documents.

COMMUNICATION ITEMS:

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

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

1. CONSIDER APPROVAL OF THE MINUTES FROM THE CLEARFIELD DEVELOPMENT AND RENEWAL AGENCY (CDRA) WORK SESSIONS HELD ON JANUARY 14, 2014 AND FEBRUARY 4, 2014
2. CONSIDER APPROVAL OF RESOLUTION 2014R-02 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND WEBER BASIN WATER CONSERVANCY DISTRICT 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 from Weber Basin Water Conservancy District. The funds will be used to pay for public infrastructure, land assembly and other uses which may benefit the Project Area.

RECOMMENDATION: Approve Resolution 2014R-02 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Weber Basin Water Conservancy District and authorize the Chair's signature to any necessary documents.

3. CONSIDER APPROVAL OF RESOLUTION 2014R-03 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND MOSQUITO ABATEMENT DISTRICT – DAVIS 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 from Mosquito Abatement District - Davis. The funds will be used to pay for public infrastructure, land assembly and other uses which may benefit the Project Area.

RECOMMENDATION: Approve Resolution 2014R-03 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Mosquito Abatement District – Davis and authorize the Chair’s signature to any necessary documents.

4. CONSIDER APPROVAL OF RESOLUTION 2014R-04 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND NORTH DAVIS FIRE DISTRICT 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 from North Davis Fire District. The funds will be used to pay for public infrastructure, land assembly and other uses which may benefit the Project Area.

RECOMMENDATION: Approve Resolution 2014R-04 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and North Davis Fire District and authorize the Chair’s signature to any necessary documents.

5. CONSIDER APPROVAL OF RESOLUTION 2014R-05 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) AND NORTH DAVIS SEWER DISTRICT 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 from North Davis Sewer District. The funds will be used to pay for public infrastructure, land assembly and other uses which may benefit the Project Area.

RECOMMENDATION: Approve Resolution 2014R-05 authorizing an Interlocal Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and North Davis Sewer District and authorize the Chair’s signature to any necessary documents.

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

Dated this 6th day of February, 2014.

/s/Nancy R. Dean, City Recorder

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

CLEARFIELD CITY COUNCIL MEETING MINUTES
7:00 P.M. WORK SESSION
January 28, 2014

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

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Curtis Dickson	Community Services Deputy Dir.
	Rich Knapp	Administrative Services Director
	Scott Hodge	Public Works Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Mike Arave, Katherine Arave, Doyle Sprague, Kathryn Murray, Mike Millard, Robert Bercher, Mike Plowman – Boy Scout Troop 524, Marty Haslam – Boy Scout Troop 524, Charlie Low, Allen Young. Blake Haslam Bill Reilly, Brady Juglen, Karen Sparks, Kameron Sparks – Boy Scout Troop 590, David & Phyllis Bouwhuis, Roger Keally, Con L. Wilcox, Becky Brooks, Jessica Jorgensen, Deana Jorgensen, Barbara Bloomfield, Nancy Pedersen, David Tomczak, Kristi Bush, Scott Hall

Mayor Shepherd called the meeting to order at 7:00 p.m.

INTERVIEWS FOR CITY COUNCIL VACANCY

The following individuals had submitted letters of interest to be considered for the City Council vacancy and each shared a presentation to the Council:

- Mike Arave (Mr. Arave distributed a handout and shared a visual presentation with members of the Council)
- Randy Goodnight
- Ron Jones (Mr. Jones shared a visual presentation with members of the Council)
- Michael Millard (Mr. Millard distributed a handout and shared a visual presentation with members of the Council)
- Vern Phipps (Mr. Phipps distributed hard copies of his visual presentation to the Council)
- Doyle Sprague
- David Tomczak

Mayor Shepherd expressed appreciation to the applicants for their interest in serving on the City Council and for their preparation in sharing a presentation with the Council.

Scott Hodge, Public Works Director, arrived at 8:05 p.m.

Councilmember LeBaron moved to adjourn and reconvene in a City Council policy session at 8:06 p.m., seconded by Councilmember Young. All voting AYE.

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CLEARFIELD CITY COUNCIL MEETING MINUTES
8:00 P.M. POLICY SESSION
January 28, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Mike LeBaron	Councilmember
	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Greg Krusi	Police Chief
	Kelly Bennett	Police Sergeant
	Scott Hodge	Public Works Director
	Curtis Dickson	Community Services Deputy Dir.
	Ginger Myers	Recreation Sports Programmer
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Mike Arave, Katherine Arave, Doyle Sprague, Kathryn Murray, Mike Millard, Robert Bercher, Mike Plowman – Boy Scout Troop 524, Marty Haslam – Boy Scout Troop 524, Charlie Low, Allen Young. Blake Haslam Bill Reilly, Brady Juglen, Karen Sparks, Kameron Sparks – Boy Scout Troop 590, David & Phyllis Bouwhuis, Roger Keally, Con L. Wilcox, Becky Brooks, Jessica Jorgensen, Deana Jorgensen, Barbara Bloomfield, Nancy Pedersen, David Tomczak, Kristi Bush, Scott Hall

Mayor Shepherd called the meeting to order at 8:07 p.m.

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

Councilmember Bush conducted the Opening Ceremony.

APPROVAL OF THE MINUTES FROM THE NOVEMBER 12, 2013 WORK SESSION, THE DECEMBER 10, 2013 WORK SESSION, THE JANUARY 14, 2014 POLICY SESSION AND THE JANUARY 14, 2014 WORK SESSION

Councilmember Benson believed Ron Jones and Dan Gardner had not been listed as a “visitor” for the minutes from the January 14, 2014 City Council work session and policy session. Nancy Dean, City Recorder, responded those individuals hadn’t signed the attendance roster; however, she stated those names would be added to the minutes.

Councilmember Bush pointed out the importance of signing the attendance roster when attending City Council meetings.

Councilmember Bush moved to approve the minutes from the November 12, 2013 work session, the December 10, 2013 work session as written, and the January 14, 2014 policy session and the January 14, 2014 work session as amended, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None.

APPOINTMENT TO FILL THE CURRENT VACANCY ON THE CITY COUNCIL

Mark Shepherd resigned his seat on the City Council on January 6, 2014 due to his being elected as Mayor in November 2013.

Councilmember Benson stated she enjoyed each of the presentations and complimented each for their desire to serve and expressed her opinion all candidates were deserving of the appointment and commented it would be nice to have each serve on a rotational basis.

Councilmember Bush commented it was going to be difficult to make a decision but stated he was looking for commitment and expressed his opinion the vacancy should be occupied by an individual who had expressed an interest in serving by completing the campaign process and participated in the last election as well as someone who had expressed interest in what was happening in the City and had been attending City Council meetings for several months. He stated he wanted an individual who was aware of the Council's goals and current issues concerning the City.

Councilmember Young stated he was looking for an individual with a different skill set which would enhance the Council with a different perspective and someone who was also informed of issues concerning the City at this time.

Councilmember LeBaron mentioned he was originally appointed to the Council and had not participated in an election process and was grateful for the opportunity granted to him to serve. He didn't believe the City could make a poor choice by selecting any of the candidates, as they were all capable of serving the City and complimented each candidate on their presentation and strengths. He stated during the previous year and a half he had the opportunity to work closely with Ron Jones and believed he deserved an opportunity to present his capabilities on the City Council.

Councilmember Bush announced there were current vacancies on both the Planning Commission and Parks & Recreation Commission and encouraged the individuals who wouldn't be selected to fill the City Council vacancy, to consider serving in that capacity.

Councilmember Benson mentioned the knowledge she gained by attending the City Council meetings had been invaluable.

Councilmember LeBaron moved to appoint Ron Jones to the City Council, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, LeBaron and Young. Voting NO – None.

The Council took a break at 8:30 p.m.
The meeting resumed at 8:40 p.m.

PRESENTATION ON THE BEAUTIFICATION COMMITTEE PROJECT REPORT FOR 2013

A beautification committee was formed and assigned to review the City's property maintenance ordinances for strengths and weaknesses. The committee also performed area-specific assessments of all City neighborhoods for condition and needs, identified possible landscaping, signage and other elements for implementation, and prepared lists of prioritized projects and needs. Adam Lenhard, City Manager, presented the findings of the committee. He recognized those residents who had participated in serving on the Beautification Committee. The Beautification Committee Project Report was distributed and Mr. Lenhard reviewed the findings and administrative actions included in the report with the Council.

Councilmember Bush inquired if the City was limited on the dollar amount of the fine associated with Code Enforcement. Brian Brower, City Attorney, responded the dollar amount of the fine was associated with the classification of the offense and explained how a portion of the fine could be suspended associated with the violation.

Christy Bush, Beautification Committee member, stated members of the Committee were very excited about the proposed "Take Pride in Clearfield" day and believed the event would be very successful if the Committee was designated to oversee the event. She expressed frustration about the time process associated in getting things accomplished at the City level and expressed her opinion time was of the essence in putting volunteers to work once they've made a commitment and suggested the event take place in the month of May.

Mayor Shepherd complimented the Beautification Committee for their efforts.

OATH OF OFFICE TO RON JONES

Ron Jones had been appointed earlier in the meeting to fill the City Council vacancy created by Councilmember Mark R. Shepherd being elected to Mayor during the 2013 municipal election. Nancy Dean, City Recorder, administered the Oath of Office to Councilmember Ron Jones.

CITIZEN COMMENTS

Nancy Pederson, resident, expressed concern regarding the City's animal control ordinance. She pointed out the City had adopted Davis County's Animal Control Ordinance with the exception of the allowance of three dogs. She stated the City's current ordinance only allowed for two dogs. She emphasized her daughter, Deana Jorgensen, was a responsible pet owner who had taken her dog to the vet after being attacked in her own yard by a neighbor's dog and was now

caught up in the enforcement of the ordinance, being told to get rid of one of her dogs. Ms. Pederson believed the City didn't need to have an ordinance different from the County's as there vicious dog ordinances, roaming dog ordinances and nuisance dog ordinances which addressed most issues regarding problem dogs. She agreed if dog owners were not responsible there were other ordinances which could be used to address the issue. She informed the Council Davis County had allowed up to three dogs in its ordinance because eighty five percent of the dogs brought to the animal shelter were there because of the two dog requirement and suggested the City Council consider changing their ordinance.

Deana Jorgensen, resident, stated when she moved to Clearfield several years ago it was evident many of her neighbors had three dogs and assumed three dogs were allowed. She explained new neighbors moved in, installed a fence and two of their dogs came into her yard and attacked her dog which required it to be taken to the vet who in turn called Animal Control who in turn informed her she would need to get rid of one of her dogs. She expressed the difficulty in considering which one of her family members to get rid of. She stated her dogs were considered "therapy" dogs for her husband and daughter and suggested the City consider changing its ordinance.

Jessica Jorgensen, resident, read a statement to the Council expressing her love for her dogs and the importance they were to her as she was an only child. She stated getting of even one dog would be like getting rid of a brother or sister.

Councilmember LeBaron inquired if the Jorgensen's had some kind of certification identifying the dog as a "therapy" dog or documentation from a therapist that the dogs were meeting a medical need. He believed as there was some implied linkage associated with need for "therapy" dog expressed his opinion the City had that liberty to modify the Ordinance specific to that allowance. He emphasized the City was landlocked consisting of small lots and stated the ordinance was put in place because of the need to limit the number of dogs in a small geographical area.

Councilmembers LeBaron and Bush directed staff to consider modifications specific to the Animal Control Ordinance. Ms. Jorgensen expressed concern regarding the time frame since Davis County Animal Control had only allowed her 30 days to retain the three dogs. Adam Lenhard, City Manager, instructed Ms. Jorgensen to have Clint Thacker, Davis County Animal Control Director, contact him if he had any questions which might allow for a longer time period.

REAPPOINT THE CITY RECORDER

State Law required the City Recorder be appointed before the first Monday in February following a municipal election.

Councilmember Young moved to approve and consent to the Mayor's reappointment of Nancy Dean as City Recorder, seconded by Councilmember Bush. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPOINT THE CITY TREASURER

State Law required the City Treasurer be appointed before the first Monday in February following a municipal election.

Mayor Shepherd stated he had visited with staff and considering the City's direction proposed a recommendation of appointing Rich Knapp as the City Treasurer.

Councilmember LeBaron moved to approve and consent to the Mayor's appointment of Rich Knapp as City Treasurer, seconded by Councilmember Young. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVAL OF THE AWARD OF PROPOSAL FOR LANDSCAPE DESIGN SERVICES FOR CITY GATEWAYS TO PROJECT ENGINEERING CONSULTANTS (PEC)

Curtis Dickson, Community Services Deputy Director, stated staff solicited proposals for the design of City gateways and parks signage including the surrounding landscape, etc. Thirteen firms submitted proposals and each proposal was reviewed and ranked by staff based on the guidelines included in the request for proposals (RFP). The top five firms were brought in for individual interviews with the selection committee. Based on the review, staff was recommending that Project Engineering Consultants (PEC) be awarded the contract for the provision of the services.

Councilmember Young inquired about the cost of the proposal. Mr. Dickson explained the proposal specified it was not to exceed \$40, 000, which had been appropriated during the budget process.

Councilmember Bush moved to approve the award of proposal for landscape design services for City gateways to Project Engineering Consultants (PEC) and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVE RESOLUTION 2014R-01 APPOINTING MARK R. SHEPHERD AS CLEARFIELD CITY'S REPRESENTATIVE ON THE ADMINISTRATIVE CONTROL BOARD OF WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

Clearfield City was a member of the Wasatch Integrated Waste Management District. Each member city of the District had the power to appoint one member to the Administrative Control Board.

Councilmember LeBaron moved to approve Resolution 2014R-01 appointing Mayor Mark R. Shepherd as Clearfield City's representative on the Administrative Control Board of Wasatch Integrated Waste Management District and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon

the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

APPROVE RESOLUTION 2014R-02 APPOINTING TWO REPRESENTATIVES TO SERVE AS IT'S APPOINTEES ON THE TAXING ENTITY COMMITTEES FOR PROJECT AREAS ESTABLISHED BY THE CITY'S COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Adam Lenhard, City Manager, explained Clearfield City must be represented on the taxing entity committee for any urban renewal, economic or community development project areas which either now exists or which may henceforth be created by the Clearfield Community Development and Renewal Agency. Mayor Shepherd was proposing to appoint Councilmember Kent Bush and Councilmember Mike LeBaron to the taxing entity committee.

Councilmember Young moved to approve Resolution 2014R-02 appointing Councilmember Kent Bush and Councilmember Mike LeBaron as representatives to serve as appointees on any taxing entity committee for project areas established by the City's Community Development and Renewal Agency and authorize the Mayor's signature to any necessary documents, seconded by Councilmember Jones. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

MAYORAL APPOINTMENTS

Due to the results of the 2013 Municipal Election it was necessary to make new assignments to various boards and commissions for members of the City Council.

Mayor Shepherd briefly reviewed some of the appointments with the Council and pointed out ex-councilmember Murray would remain on the North Davis Fire District Board as she was the Chair of the Board and her appointment had not yet expired.

Brian Brower, City Attorney, suggested the verbiage "as listed in the agenda packet" be included in the motion.

Councilmember LeBaron moved to approve and consent to the Mayor's appointments as listed in the agenda packet and authorize his signature to any necessary documents, seconded by Councilmember Benson. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron and Young. Voting NO – None.

COMMUNICATION ITEMS

Mayor Shepherd –

1. Informed the Council the City had met with UDOT and reported it had been a good meeting. He reminded the Council they should have received an email informing it of what had transpired.
2. Announced the School Board had approved the creation of the Clearfield Station CDA this past week.

Councilmember Benson – Pointed out the Planning Commission’s meetings were held the first Wednesday of every month.

Councilmember Bush – Expressed agreement with Councilmember LeBaron’s remarks suggesting the applicants consider submitting a letter of interest for the Planning Commission vacancies. He mentioned there was currently one alternate position for the Planning Commission and suggested increasing the alternates to two members to ensure a quorum was present.

Councilmember Jones –

1. Stated he was honored at being selected to fill the City Council vacancy and suggested the other applicants consider serving on the Planning Commission and believed there could possibly be more changes taking place on the Commission.

Councilmember LeBaron – Complimented those individuals who had submitted letters of interest for the City Council vacancy and announced due to the earlier appointment of Ron Jones to the City Council and the election of Keri Benson to City Council, there were two vacancies on the Planning Commission. He suggested some of the applicants consider submitting a letter of interest for the vacancies. He mentioned members of the Planning Commission received a small stipend for their services.

Councilmember Young – nothing to report.

Adam Lenhard, City Manager – nothing to report.

STAFFS’ REPORTS

Nancy Dean, City Recorder –

1. Reviewed the February City Council schedule; work session scheduled for February 4, 2014 beginning at 6:00 p.m. during which interviews for the Planning Commission and Parks & Recreation Commission would be taking place; Policy Sessions for February 11, 2014, and February 25, 2014 beginning at 7:00 p.m.

2. Expressed appreciation to the Council for its confidence and support with her reappointment as City Recorder.

There being no further business to come before the Council **Councilmember Bush moved to adjourn at 9:29 p.m., seconded by Councilmember. All voting AYE.**

CLEARFIELD CITY COUNCIL MEETING MINUTES
6:00 P.M. WORK SESSION
February 4, 2014

PRESIDING:	Mark Shepherd	Mayor
PRESENT:	Keri Benson	Councilmember
	Kent Bush	Councilmember
	Ron Jones	Councilmember
	Mike LeBaron	Councilmember
EXCUSED:	Bruce Young	Councilmember
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Scott Hess	Development Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Nike Peterson – Planning Commission Chair, Katherine Arave

Mayor Shepherd called the meeting to order at 6:12 p.m.

PARKS AND RECREATION COMMISSION INTERVIEWS

The City Council interviewed Amber Self, Charlie Benson and Robert Bercher for consideration of vacancies on the Parks and Recreation Commission.

PLANNING COMMISSION INTERVIEWS

The City Council interviewed Robert Bercher and Kathryn Murray for consideration of vacancies on the Planning Commission.

DISCUSSION ON THE PARKS AND RECREATION AND PLANNING COMMISSION VACANCIES

Eric Howes, Community Services Director, stated the Parks and Recreation Commission currently had three vacancies and stated he would be happy with all three of the interviewed applicants. Councilmember Jones expressed his opinion the applicants were very diverse which would be an asset to the Commission.

Scott Hess, Development Services Manager, stated there were also be three vacancies on the Planning Commission; one full member and two alternate members.

Councilmember Bush arrived at 6:50 p.m.

PLANNING COMMISSION VACANCIES

The City Council continued interviewing Robert Allen, Mike Arave, Michael Millard, David Tomczak and Robert Browing for consideration of vacancies on the Planning Commission.

Nancy Dean, City Recorder, Brian Brower, City Attorney and Summer Palmer, Human Resource Manager arrived at 7:54 p.m.

DISCUSSION ON THE PLANNING COMMISSION VACANCIES

The Council discussed the applicants and the vacancies. Councilmember Bush inquired if a third alternate member to the Planning Commission could be designated. Nike Peterson, Planning Commission Chair, believed the bylaws would need to be changed in order to accommodate that request. Mayor Shepherd suggested filling the vacancies as soon as possible and changing the bylaws in the future. The Council discussed and considered each of the interviewed candidates for the current vacancies.

Councilmember Bush suggested amending the bylaws during the next City Council meeting allowing the appointment of a member and three alternates to move forward as quickly as possible. Scott Hess, Development Services Manager, responded he would like the new members to the Planning Commission ready to begin their service at the March 5, 2014 meeting.

Mayor Shepherd requested input and comments from Chair Peterson. Chair Peterson stated she would like to see Kathryn Murray on the Commission as she clearly had sufficient knowledge to be an asset to the Commission. Ms. Peterson mentioned since the City would be addressing pawn shops she could appreciate the experience Michael Millard offered. She added she liked the construction experience of Robert Allen inasmuch as she appreciated Robert Browning as he had attended numerous City Council meetings and had made citizen comments during some of those.

Councilmember Bush suggested interviewing Commissioner Norah Baron to allow her the opportunity to express her desire to be reappointed to the Commission.

Brian Brower, City Attorney, pointed out the Planning Commission appointments were the Mayor Shepherd's appointments with the advice and consent of the City Council. He didn't believe the ordinance would need to be amended before the appointments. He suggested Mayor Shepherd make the appointments and modify the ordinance at a later date.

Councilmember LeBaron requested comments from Mr. Hess. Mr. Hess asked to have Tim Roper moved to a full member and Kathryn Murray be appointed as a full member. He expressed concern that a commission of seven regular members and three alternate members was almost an unmanageable number. Chair Peterson pointed out circumstances specific to the Commission at this time and potential vacancies which could begin occurring in the spring and believed if the additional alternate positions were filled at this time, alternate members would be informed and ready to step into possible appointments to full members when needed.

The Council suggested appointing Tim Roper and Kathryn Murray as full members of the Planning Commission and Robert Allen, Robert Browning and Mike Millard as alternate members. The Council also directed staff to prepare an ordinance for its consideration at the meeting scheduled for Tuesday, February 11, 2014 that would allow up to three alternate members on the Commission so the appointments could take place at its meeting on Tuesday, February 25, 2014.

Councilmember LeBaron moved to adjourn as the City Council and reconvene as the CDRA in a work session at 8:21 p.m., seconded by Councilmember Bush. All voting AYE.

The minutes for the CDRA are in a separate location

The Council reconvened in a work session at 8:26 p.m.

The Council took a break at 8:27 p.m.

The meeting resumed at 8:34 p.m.

Councilmember Bush moved to adjourn to a Closed Session at 8:35 p.m. for the purpose of a strategy session to discuss the character, professional competence, or physical or mental health of an individual. Utah Code Ann. § 52-4-204 and §52-4-205(1)(a), seconded by Councilmember LeBaron. The motion carried upon the following vote: Voting AYE – Councilmembers Benson, Bush, Jones, LeBaron, and . Voting NO – None.

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

CLEARFIELD CITY ORDINANCE 2014-01

AN ORDINANCE AMENDING TITLE 3 OF THE CLEARFIELD CITY CODE

PREAMBLE: This Ordinance amends Title 3 of the Clearfield City Code by amending Chapter 2, Section 1.

BE IT ORDAINED BY THE CLEARFIELD CITY COUNCIL:

Section 1. Enactment:

Title 3, Chapter 2, Section 1 of the Clearfield City Code is hereby amended to read as follows:

3-2-1: CREATED; MEMBERSHIP:

Pursuant to the provisions of state law, there is hereby created a planning commission for the city. The planning commission shall consist of seven (7) members and *up to three (3) two (2)* alternate members, to be appointed by the mayor, with the advice and consent of the city council, from the duly qualified electors of the city. ~~The planning commission shall, in addition to the aforementioned seven (7) members, have as an ex officio member without the right to vote, a city council member, to be determined by the city council.~~

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

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

Passed and adopted by the Clearfield City Council this 11th day of February, 2014.

CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST:

Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

CLEARFIELD CITY RESOLUTION 2014R-03

A RESOLUTION AUTHORIZING THE CLEARFIELD POLICE DEPARTMENT TO APPLY LOST OR MISLAID BICYCLES WHICH REMAIN UNCLAIMED TO A PUBLIC INTEREST USE AND DESIGNATING A SPECIFIC PUBLIC INTEREST USE FOR SUCH BICYCLES

WHEREAS, the Clearfield City Police Department periodically receives into its possession certain lost or mislaid personal property, namely bicycles, which, after proper notice, remain unclaimed; and

WHEREAS, Title 77, Chapter 24a of the Utah Code allows the City to apply such property to a public interest use; and

WHEREAS, it is the desire of the Clearfield City Council to authorize application of said unclaimed lost or misplaced bicycles to a public interest use, specifically donation to a particular nonprofit charity registered with the State;

NOW, THEREFORE, be it resolved by the Clearfield City Council that:

1. The Clearfield Police Department is hereby authorized and directed to apply the unclaimed lost or mislaid bicycles listed on “Exhibit A” attached hereto to a public interest use; and
2. The Clearfield City Council hereby designates and approves donation of said bicycles to the Friends Board for the Davis County Children’s Justice Center, a nonprofit charity registered with the State which is a 501 (c) (3) entity created for the purpose of raising funds for the Davis County Children’s Justice Center programs, as the most appropriate public interest use for donating lost or mislaid bicycles; and
3. The Clearfield City Council hereby gives its permission to the Clearfield Police Department, after giving proper notice and complying with applicable law, to apply to a public interest use prospectively all lost or misplaced bicycles which remain unclaimed and were not turned in or delivered by a person to the Department; and
4. That until further notice, the public interest use designated and approved by the Clearfield City Council for all lost or misplaced bicycles which remain unclaimed and were not turned in or delivered by a person to the Department shall be donation to the Friends Board for the Davis County Children’s Justice Center.

Passed and adopted by the City Council at its regular meeting on the 11th day of February, 2014.

ATTEST

CLEARFIELD CITY CORPORATION

Nancy R. Dean, City Recorder

Mark R. Shepherd, Mayor

VOTE OF THE COUNCIL

AYE:

NAY:

EXCUSED:

Memo

To: Chief Krusi
From: Officer Fiske
Date: 1-22-14
Re: Bicycle Donation

The following is a list of 35 bicycles in the evidence room that has exceeded the 90 day limit regarding found/unclaimed property. All of the bicycles were checked NCIC prior to the donation and are negative. The complete list is eligible for release after 1-22-14.

<u>Case</u>	<u>Description</u>	<u>Serial Number</u>
12-14075	Mongoose	SNACE10A05956
12-14583	Next	SWHD008527
12-14945	Outpost	MK9E0116
12-15122	Mongoose	SNFSD08J199258
12-15288 *****	Scooter	
12-15449	Kent	G1110032329
12-16070	Hello Kitty	J110503716
12-16598	Roadmaster	SNFSD04D26021
12-16776	Huffy	HBC10M28851
13-3694	Next	DTCCA016479
13-6457	Specialized	PBCG12139
13-6492	Whiplash	
13-6878	Bratz	SG071043241
13-7654	Gloss	CC4A7599
13-7705	Barbie	78765110994
13-7869	Quest	LWEG078269
13-8130	Mongoose	SNFSD12HR2250
13-8730	Mnt. Tek	TS70200735
13-8742	Tony Hawk	99339812
13-9051	Unknown	
13-9097	Rage	G1210025906
13-9512	Schwinn	ACA03F028522
13-10269	Thruster	G1105062131
13-10487	BMX	S090202530
13-10650	Roadmaster	E030379G12
13-10868	Next	J130100311
13-12307	Univega	YF99I15357
13-12466	Amplified	
13-12512	Huffy	80653FUFFY26671
13-12512	Huffy	
13-12512	Rip Stick	

13-12587
13-12942
13-13093
13-13321

Jeep
Huffy
Magna
Striker

UV06118494
12C090988
SL04188967
SL03110121

Finder's Request***** Todd White would like to take possession of this bicycle.

CLEARFIELD CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
MEETING MINUTES
7:00 P.M. REGULAR SESSION
January 14, 2014

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

PRESIDING:	Mark Shepherd	Vice-Chair
PRESENT:	Keri Benson	Director
	Kent Bush	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
	Scott Hodge	Public Works Director
	Eric Howes	Community Services Director
	Scott Hess	Development Services Director
	Rich Knapp	Administrative Services Director
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Koral Vasquez, Anthony Vasquez, Gene Gelhard, Kathryn Murray.

Vice-Chair Shepherd called the meeting to order at 7:07 p.m.

APPROVAL OF THE CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (CDRA) MINUTES FROM THE DECEMBER 10, 2013 REGULAR SESSION

Director Bush moved to approve the Clearfield Community Development and Renewal Agency (CDRA) minutes from the December 10, 2013 regular session, as written, seconded by Director Young. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, and Young. Voting NO – None. Director LeBaron was not present for the vote.

APPROVAL OF RESOLUTION 2014R-01 AUTHORIZING AN INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT RELATING TO THE CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA

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

JJ Allen, Assistant City Manager, reviewed the process used in the creation of the Clearfield Station CDA and what was required for the CDRA to receive tax increment funding from the Davis School District. He indicated the School District would consider approval of the same Interlocal Agreement during its meeting next week.

Director Bush moved to approve Resolution 2014R-01 authorizing an Interlocal Agreement with the Davis School District relating to the Clearfield Station Community Development Area and authorize the Vice - Chair's signature to any necessary documents, seconded by Director Benson. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, and Young. Voting NO – None. Director LeBaron was not present for the vote.

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

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

JJ Allen, Assistant City Manager, stated the City and the CDRA approved leases with LNR Partners, which owned the Northrop Grumman building, during meetings in December. He explained in order for LNR to expand the parking lot and the future park it was necessary to approve the easements, one a public utility easement and the other easement for a roadway right of way.

Councilmember Bush recollected a sewer line was also in the area and inquired if it would be covered by the utility easement. Mr. Allen expressed his opinion that because it was a utility, it would be covered. Brian Brower, City Attorney, explained the process used by the City Engineer in locating the easement and stated the easement had been written as a public utility easement; therefore, it would be included.

Director Young moved to approve the Public Utility Easement and a Roadway Right of Way Easement to be granted by the CDRA to Clearfield City Corporation for property owned by the CDRA bearing Davis County Parcel Serial Number 09-021-0055 and authorize the Vice - Chair's signature to any necessary documents, seconded by Director Bush. The motion carried upon the following vote: Voting AYE – Directors Benson, Bush, and Young. Voting NO – None. Director LeBaron was 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 7:15 p.m., and reconvene as the City Council in a work session seconded by Director Benson. All voting AYE.** Director LeBaron was not present for the vote.

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

February 4, 2014

(This meeting was held following a City Council work session.)

PRESIDING:	Kent Bush	Vice - Chair
PRESENT:	Keri Benson	Director
	Ron Jones	Director
	Mike LeBaron	Director
	Mark Shepherd	Director
EXCUSED:	Bruce Young	Chair
STAFF PRESENT:	Adam Lenhard	City Manager
	JJ Allen	Assistant City Manager
	Brian Brower	City Attorney
	Eric Howes	Community Services Director
	Curtis Dickson	Community Services Deputy Dir.
	Nancy Dean	City Recorder
	Kim Read	Deputy City Recorder

VISITORS: Nike Peterson

Vice Chair Bush called the meeting to order at 8:22 p.m.

DISCUSSION ON THE DISPOSAL OF A REMNANT PARCEL OF PROPERTY
(APPROXIMATELY 0.25 ACRE) IN THE VICINITY OF 49 WEST 200 SOUTH

JJ Allen, Assistant City Manager, explained the CDRA owned a very small parcel of property near the old Ramblin Road restaurant and shared an illustration identifying the parcel. He stated it was approximately one quarter acre in size and had no access except from adjacent property owners. He explained the current owner of the parcel formerly known as the Ramblin Road restaurant had assumed this small parcel was part of his purchased property and had been maintaining it. When it was discovered that the property belonged to the CDRA, the owner approached the City with an offer to purchase it. Mr. Allen reported the property owner had already initiated the purchase, enlisting assistance from a title company and informed the Council of the proposed purchase price.

Brian Brower, City Attorney, explained that the process for the City to dispose of a parcel of property it owned was more involved and complicated than would be necessary for the CDRA to dispose of property. He reviewed the process required by Utah State Statute for the CDRA to sell the parcel. The Council directed staff to proceed with the sale of the property as it rendered no benefit to the City given the challenge in accessing the property. Mr. Allen indicated this would come before the CDRA Board for consideration at a future meeting.

Director Shepherd moved to adjourn as the CDRA and reconvene as the City Council in a work session at 8:26 p.m., seconded by Director Jones. All voting AYE.

DRAFT

Staff Report



To: Clearfield CDRA Board Members
From: JJ Allen, Assistant City Manager
Date: February 6, 2014
Re: Interlocal Agreement with Weber Basin Water Conservancy District for Clearfield Station CDA

I. RECOMMENDED ACTION

Approve Resolution 2014R-02, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Weber Basin Water Conservancy District and authorize the Chair’s signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement with Weber Basin Water Conservancy District, implementing the Clearfield Station CDA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the District. The CDRA has already executed similar Interlocal Agreements with Clearfield City, Davis County, and Davis School District, and would also enter into Interlocal Agreements with the other taxing entities affected by the Clearfield Station CDA. The District’s Board approved the Interlocal Agreement at their January 31 meeting.

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 \$457,000 would be the District’s 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 finalized with other taxing entities over the next few weeks. The first tranche would be triggered no later than 2017.

V. LIST OF ATTACHMENTS

- Resolution 2014R-02
 - Interlocal Cooperation Agreement with Weber Basin Water Conservancy District

RESOLUTION NO. 2014R-02

RESOLUTION OF THE LEGISLATIVE BODY OF CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND WEBER BASIN WATER CONSERVANCY DISTRICT.

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

WHEREAS Clearfield Community Development and Renewal Agency, Utah (the “Agency”) and Weber Basin Water Conservancy District (the “District”) are “public agencies” for purposes of the Act; and

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

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

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

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Clearfield Community Development and Renewal Agency, Utah this _____ day of _____, 2014.

Chair, Clearfield Community Development and
Renewal Agency

Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “District”) in contemplation of the following facts and circumstances:

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

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

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

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

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

F. **WHEREAS**, historically, the 140-acre Project Area has generated a total of \$158,551 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (the “School District”), Weber Basin Water Conservancy District (the “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, the 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, the 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 District has determined to remit or cause to be remitted 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 District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate and encourage such development activity.

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

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

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

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

6. **Total Payment to Agency.** The District shall either remit or cause to be remitted 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 District is authorized and instructed to pay 75% of the Tax Increment to the Agency annually on the triggered tranches. The remaining 25% portion of the Tax Increment will remain with the District. The District will also maintain 100% of the Tax Increment on parcels within tranches that have not yet been triggered and 100% of the Tax Increment on parcels within tranches that have been triggered for more than twenty years.

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

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

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

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

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

If to District:
Weber Basin Water Conservancy District
Attn: Board of Trustees

2837 East Highway 193
Layton, UT 84040
Phone: (801) 771-1677
Facsimile: (801) 544-0103

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: CDRA Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700
Facsimile: (801) 525-2869

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

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then the Agency, and the District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2052.

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, the Agency shall cause to be published notice regarding this Agreement pursuant to Section 17C-4-202 of the 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.
- h. This Agreement shall become effective upon (i) its approval by a resolution of the governing body of each party, (ii) its execution by both parties, and (iii) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- i. Relationship of Parties. This Agreement shall not constitute a joint venture between the District and the Agency. Neither party is nor shall be the legal representative or agent of the other party for any purpose and a party shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party, and neither party shall have any obligation with respect to the other party's debts or other liabilities.

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

District: WEBER BASIN WATER CONSERVANCY DISTRICT

Attest:

By: _____
Its: Board Chair

Secretary

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

Attorney for Weber Basin Water Conservancy District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY

Attest:

By: _____

Its: Board Chair

Secretary

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

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

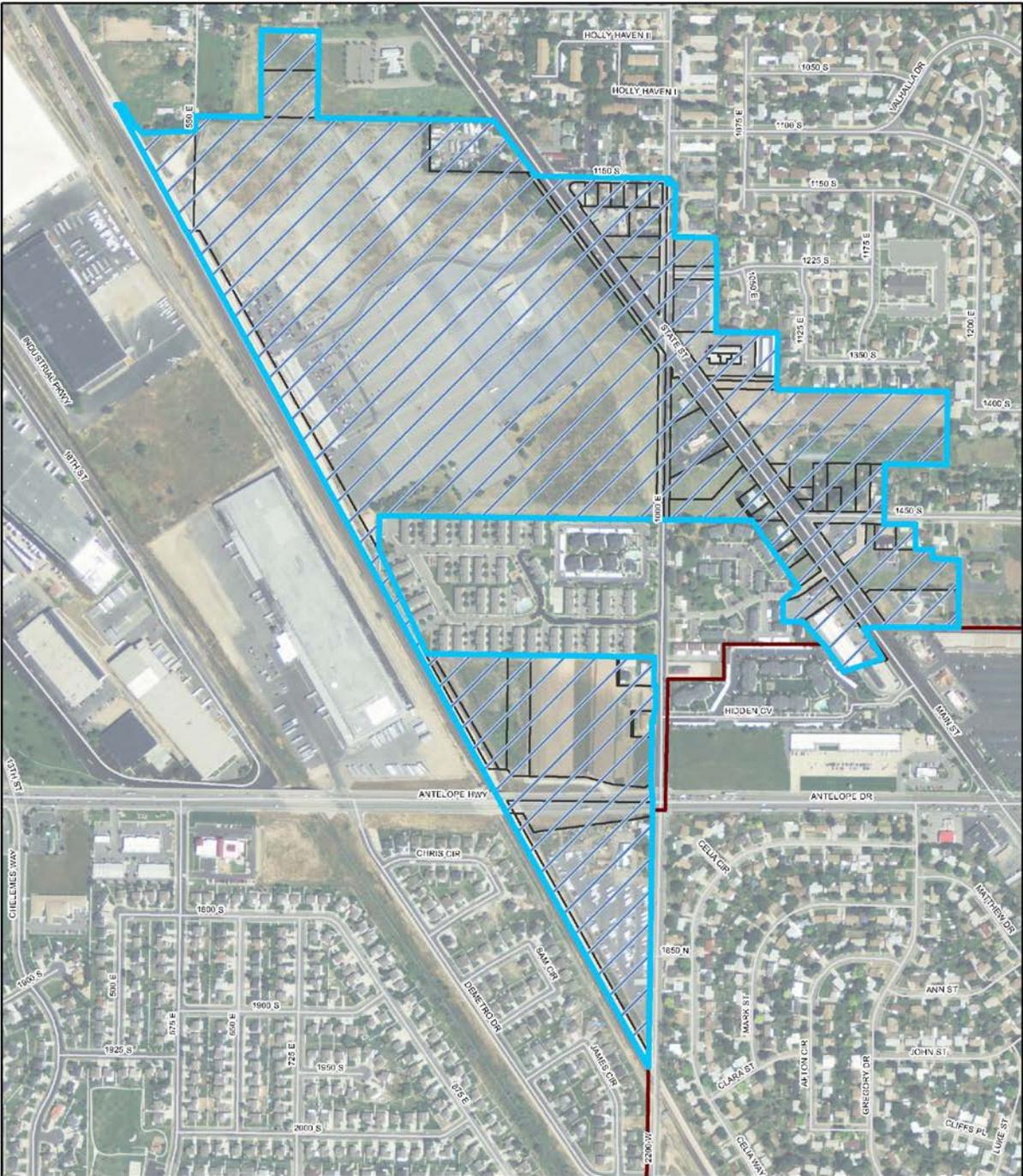
- 1) NORTH 89°42'50" EAST 288.09 FEET;
- 2) SOUTH 0°03'50" WEST 267.33 FEET;
- 3) NORTH 89°59'14" EAST 793.31 FEET;

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

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

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

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



CLEARFIELD STATION PROPOSED CDA

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



LEWIS & YOUNG
ROBERTSON & BURNINGHAM, INC.

0 500 1,000 Feet



EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

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

CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY, UTAH



ADOPTED OCTOBER 22, 2013


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

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
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INTRODUCTION

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

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

UTAH CODE
§17C-4-101

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

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

Utah Code
§17C-4-102

RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

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

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

DEFINITIONS

As used in this Community Development Project Area Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

UTAH CODE
§17C-4-103(1)

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

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

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

UTAH CODE
§17C-4-103(2)

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

GENERAL LAND USES

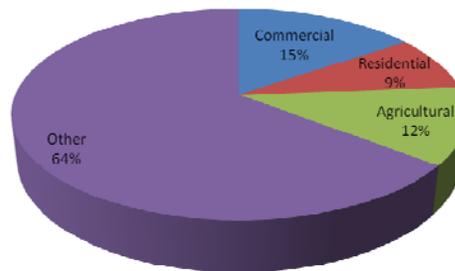
A significant amount of property within the Project Area consists of vacant and underutilized property not generating full beneficial tax base to the City or other taxing entities. Table I and Figure I summarize the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

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

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

FIGURE 1: LAND USES



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

LAYOUT OF PRINCIPAL STREETS

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

POPULATION DENSITIES

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

BUILDING INTENSITIES

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

UTAH CODE
§17C-4-103(2)

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

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

GENERAL LAND USES

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

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

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

LAYOUT OF PRINCIPAL STREETS

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

POPULATION DENSITIES

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

BUILDING DENSITIES

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

UTAH CODE
§17C-4-103(3)

STANDARDS GUIDING THE COMMUNITY DEVELOPMENT

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

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

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

Business attraction and expansion.

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

Recruit, retain and expand employers.

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

Spur revitalization.

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

UTAH CODE
§17C-4-103(4)

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

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

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

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

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

Provision of Private or Public Infrastructure

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

UTAH CODE
§17C-4-103(5)

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

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

ZONING ORDINANCES

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

BUILDING CODES

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

PLANNING COMMISSION

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

UTAH CODE
§17C-4-103(6)

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

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

UTAH CODE
§17C-4-103(7)

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

QUALIFIED OWNERS

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

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

DEVELOPERS CURRENTLY INVOLVED

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

OTHER PARTIES

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

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

PERSONS EXPRESSING AN INTEREST TO BECOME A DEVELOPER

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

UTAH CODE
§17C-4-103(8)

REASON FOR SELECTION OF THE PROJECT AREA

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

UTAH CODE
§17C-4-103(9)

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

PHYSICAL CONDITIONS

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

SOCIAL CONDITIONS

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

ECONOMIC CONDITIONS

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

UTAH CODE
§17C-4-103(10)

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

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

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

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

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

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

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

TABLE 4: USES OF TAX INCREMENT

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

UTAH CODE
§17C-4-103(11)

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

UTAH CODE
§17C-4-103(11)(a)

THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

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

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

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

UTAH CODE
§17C-4-103(11)(b)

THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

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

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

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

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

UTAH CODE
§17C-4-103(12)

OTHER INFORMATION THAT THE AGENCY DETERMINES TO BE NECESSARY OR ADVISABLE

Cost/Benefit Analysis

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

TABLE 5: COST/BENEFIT ANALYSIS

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

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA: CLEARFIELD STATION CDA

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

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

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

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

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

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



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

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

EXHIBIT B
PROJECT AREA MAP





EXHIBIT C

PARCEL LIST

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



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

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Draft Project Area Budget

PROJECT AREA BUDGET CLEARFIELD STATION COMMUNITY DEVELOPMENT AREA (CDA)

CLEARFIELD COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY, UTAH



OCTOBER 2013


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

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SECTION 1: INTRODUCTION

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

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

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

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

SECTION 2: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

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

TABLE 2.1: DESCRIPTION OF PROJECT AREA

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

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

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

SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET

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

BASE YEAR VALUE

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

PAYMENT TRIGGER

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

PROJECTED TAX INCREMENT REVENUE – TOTAL GENERATION

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

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

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

SECTION 4: PROPERTY TAX INCREMENT

PROPERTY TAX INCREMENT SHARED WITH CDRA

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

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

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

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

USES OF TAX INCREMENT

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

TABLE 4.2: USES OF TAX INCREMENT

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

PROJECTED TAX INCREMENT REMAINING WITH TAXING ENTITIES

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

TABLE 4.3: RETAINED PROPERTY TAX INCREMENT

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

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

BASE YEAR PROPERTY TAX REVENUE

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

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

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

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

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

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

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

SECTION 5: COST/BENEFIT ANALYSIS

ADDITIONAL REVENUES

Sales tax

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

Other Tax Revenues

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

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

TABLE 5.1: TOTAL REVENUES

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

ADDITIONAL COSTS

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

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

TABLE 5.2: TOTAL EXPENDITURES

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

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



APPENDIX A: PARCEL LIST

Parcel Number	Owner	Acres
090200031	CLEARFIELD CITY	2.30
090220005	LAYTON, LARRY W	0.17
090220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, VITO	0.14
090220007	GOLDEN SPRING HOMES LLC	0.08
090220009	ARNDT, RICHARD D & PATSY A	0.16
090220010	LAYTON, ZACHERY & MARILYN	0.49
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	BOATRIGHT, JESSICA L	0.16
120720004	LEYBA, JAKE D	0.15
120720006	MURRAY, DEE A	0.15
120720008	GRAHAM, BEN RICHARD	0.15
120720010	GRAHAM, BEN RICHARD	0.15
120720012	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.15
120720014	GRAHAM, BEN L & SIDNEY LYNN OR DAVIS, REBECCA ALICE GRAHAM - TR	0.12
120740033	JOHNSON, DON K & ROSEMARIE - TRUSTEES	7.62
120740034	UTAH DEPARTMENT OF TRANSPORTATION	0.71
Total		126.41

APPENDIX B: MAP AND LEGAL DESCRIPTION

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

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

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

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

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

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

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

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

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



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

Clearfield Redevelopment Agency
Clearfield Station CDA

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

Taxable Property Schedule (2012)																																		
Parcel ID	Owner	Acres	Building SF	Land Value	Building Value	Total Real Property	Taxable Value	Tax District	Current Use	Change	Future Use	Future Building SF	Future Land	Future Building	Future Personal Property	Exemption	Total Future Taxable Value	Difference																
90200031	CLEARFIELD CITY	2.30	-	\$10,019	\$0	\$10,019	\$0	13	Roadway	No Change	Roadway	0	\$0			0%	\$0	\$0																
90220005	LAYTON, LARRY W	0.17	-	\$48,800	\$0	\$48,800	\$48,800	13	Residential	Redeveloped Comme Land Assemble with L	2068	\$66,749	\$169,588	\$25,438	0%	\$261,775	\$212,975																	
90220006	MIRAGLIOTTA, SHERRY D - TRUSTEE AND MIRAGLIOTTA, L	0.14	1,129.00	\$24,880	\$26,437	\$51,317	\$51,317	13	Residential	Redeveloped Comme Land Assemble with L	1703	\$54,970	\$139,661	\$20,949	0%	\$215,679	\$164,262																	
90220007	GOLDEN SPRING HOMES LLC	0.08	765.00	\$19,421	\$32,375	\$51,796	\$51,796	13	Residential	Redeveloped Comme Land Assemble with L	973	\$11,411	\$79,805	\$11,971	0%	\$123,188	\$71,392																	
90220009	ARNDT, RICHARD D & PATSY A	0.16	884.00	\$24,880	\$30,601	\$55,481	\$55,481	13	Residential	Redeveloped Comme Land Assemble with L	1946	\$62,822	\$159,612	\$23,942	0%	\$246,376	\$190,955																	
90220010	LAYTON, ZACHERY & MARILYN	0.49	624.00	\$33,646	\$17,350	\$50,996	\$50,996	13	Residential	Redeveloped Comme Land Assemble with L	5912	\$190,823	\$484,822	\$72,723	0%	\$748,369	\$697,373																	
90220011	MOORE, RICHARD	0.33	678.00	\$30,172	\$28,481	\$58,653	\$58,653	13	Residential	Redeveloped Comme Land Assemble with L	4050	\$130,749	\$332,193	\$49,829	0%	\$512,771	\$454,118																	
90220012	HAMILTON, WILLIAM DONALD & MARY	0.33	1,609.00	\$30,172	\$35,768	\$65,940	\$65,940	13	Residential	Redeveloped Comme Land Assemble with L	4038	\$130,356	\$331,196	\$49,679	0%	\$511,231	\$445,291																	
90220026	LAYTON, ORSON RAY - TRUSTEE	0.25	1,350.00	\$20,680	\$43,658	\$64,338	\$64,338	13	Residential	Redeveloped Comme Land Assemble for Bu	3041	\$88,160	\$249,394	\$37,409	0%	\$384,963	\$320,725																	
90220027	CHELEMES, CHRIS J & MARGARINE S - TRUSTEES	0.26	1,653.00	\$20,861	\$64,191	\$85,052	\$85,052	13	Residential	Redeveloped Comme Land Assemble for Bu	3138	\$101,301	\$257,375	\$38,606	0%	\$397,282	\$312,230																	
90220030	LAYTON, ORSON RAY - TRUSTEE	0.28	-	\$87,200	\$0	\$87,200	\$87,200	13	Residential	Redeveloped Comme Land Assemble for Bu	3406	\$109,939	\$279,322	\$41,888	0%	\$431,159	\$343,959																	
90220034	COMMUNITY TREATMENT ALTERNATIVES	0.25	-	\$0	\$0	\$0	\$0	13	Residential	Redeveloped Commercial	3041	\$88,160	\$249,394	\$37,409	0%	\$384,963	\$384,963																	
90220035	COMMUNITY TREATMENT ALTERNATIVES	0.28	2,112.00	\$0	\$0	\$0	\$0	13	Residential	Redeveloped Commercial	3406	\$109,939	\$279,322	\$41,888	0%	\$431,159	\$431,159																	
90220040	LAYTON, HATTIE W - TRUSTEE	7.71	-	\$6,191	\$0	\$6,191	\$6,191	13	Tree Farm	Redeveloped Comme Land Assemble with L	46891	\$6,191	\$3,845,660	\$576,849	0%	\$4,428,699	\$4,422,508																	
90220042	LAYTON, KENT B & PEGGY	0.41	1,376.00	\$23,375	\$46,533	\$70,108	\$70,108	13	Residential	Redeveloped Comme Land Assemble for Bu	4987	\$160,922	\$409,007	\$61,351	0%	\$631,340	\$561,232																	
90220048	CLEARFIELD CENTER LLC	0.70	7,246.00	\$243,936	\$486,264	\$730,200	\$730,200	13	Commercial	No Change	Sew and Save	7246	\$243,936	\$486,264		0%	\$730,200	\$0																
90220050	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH	1.61	-	\$0	\$0	\$0	\$0	13	Church	No Change	Church	0	\$0			0%	\$0	\$0																
90220069	WINWARD, RICHARD B & PAULINE K - TRUSTEES	2.08	2,904.00	\$330,221	\$155,679	\$485,900	\$485,900	13	Commercial	Redeveloped Comme Improve Vet Clinic, Ek	0	\$396,265	\$0	\$0	0%	\$396,265	-\$89,635																	
90220094	GOLDEN ENTERPRISES, L C - ETAL	0.63	3,675.00	\$219,544	\$222,956	\$442,500	\$442,500	13	Commercial	Face Lift	Renovate Existing Bt	3675	\$219,544	\$267,547		0%	\$487,091	\$44,591																
90220103	KEMPERS, L C	0.50	4,000.00	\$174,240	\$152,960	\$327,200	\$327,200	13	Commercial	Face Lift	Renovate Existing Bt	4000	\$174,240	\$183,552		0%	\$357,792	\$30,592																
90220107	CHELEMES, SAM J & ELSIE M - TRUSTEES	0.17	836.00	\$18,384	\$26,686	\$45,070	\$45,070	13	Residential	Redeveloped Comme Land Assemble for Bu	2068	\$66,749	\$169,588	\$25,438	0%	\$261,775	\$216,705																	
90220146	CHELEMES, SAM J & CHRIS J	0.02	-	\$6,968	\$0	\$6,968	\$6,968	13	Residential	Redeveloped Comme Land Assemble for Bu	243	\$7,853	\$19,952	\$2,993	0%	\$30,797	\$23,829																	
90220147	LAKELINE PROPERTIES LC	1.50	21,420.00	\$622,720	\$1,248,980	\$1,771,700	\$1,771,700	13	Commercial	Face Lift	Renovate Existing Bt	21420	\$622,720	\$1,498,778		0%	\$2,021,498	\$249,796																
90220151	D VIII FAMILY LLC	0.67	-	\$175,000	\$0	\$175,000	\$175,000	13	Commercial	Face Lift	Renovate Existing Bt	0	\$175,000	\$0		0%	\$175,000	\$0																
90220154	LAYTON, JEFF	0.30	-	\$91,500	\$0	\$91,500	\$91,500	13	Residential	Redeveloped Comme Land Assemble with L	3648	\$117,792	\$299,273	\$44,801	0%	\$461,566	\$320,456																	
90220155	LAYTON, JEFF	0.16	-	\$48,800	\$0	\$48,800	\$48,800	13	Residential	Redeveloped Comme Land Assemble with L	1983	\$64,000	\$162,605	\$24,391	0%	\$250,996	\$202,196																	
90220158	FOWERS, DON E. & JANETTE J. -ETAL-	1.13	4,784.00	\$393,784	\$253,116	\$646,900	\$646,900	13	Commercial	Face Lift	Renovate Existing Bt	4784	\$393,784	\$303,739		0%	\$697,523	\$60,823																
90220159	DOMINGUEZ, PABLO F & MARIA F	0.33	641.00	\$30,172	\$11,824	\$41,996	\$41,996	13	Residential	Redeveloped Comme Land Assemble with L	4063	\$131,142	\$333,191	\$49,679	0%	\$514,311	\$472,315																	
92450002	WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK,	1.21	3,130.00	\$421,664	\$254,336	\$676,000	\$676,000	13	Commercial	No Change	Commercial	3130	\$676,000	\$0		0%	\$676,000	\$0																
92450003	CHELEMES, CHRIS J - ETAL-TRUSTEES	0.42	978.00	\$146,360	\$33,840	\$180,200	\$180,200	13	Residential	Traffic Light	New Traffic Light	0	\$104,338			100%	\$0	\$104,338																
92450004	MADEC ENTERPRISES LLC	1.14	-	\$70	\$0	\$70	\$70	13	Residential	Redeveloped Comme Land Assemble for Bu	13821	\$446,156	\$1,133,547	\$170,032	0%	\$1,749,735	\$1,749,665																	
92450005	CHELEMES ENTERPRISES LLC	1.14	-	\$70	\$0	\$70	\$70	13	Residential	Redeveloped Comme Land Assemble for Bu	13821	\$446,156	\$1,133,547	\$170,032	0%	\$1,749,735	\$1,749,665																	
92880001	THOMSON, DAVID B & GILENE M	-	12,084.00	\$3,488	\$360,212	\$363,700	\$363,700	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$432,254		0%	\$435,742	\$72,042																
92880002	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$202,012	\$205,500	\$205,500	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$242,414		0%	\$245,902	\$40,402																
92880003	JACOB, JEFFREY L & YE S	-	12,084.00	\$3,488	\$156,412	\$159,900	\$159,900	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$187,694		0%	\$191,182	\$31,282																
92880004	JACOB, JERREREY L & YE S	-	12,084.00	\$3,488	\$190,512	\$194,000	\$194,000	13	Commercial	Face Lift	Renovate Existing Bt	12084	\$3,488	\$228,614		0%	\$232,102	\$38,102																
92880005	ASSOCIATION OF UNIT OWNERS OF FALCON PLAZA COM	1.22	-	\$0	\$0	\$0	\$0	13	Commercial	Face Lift	Renovate Existing Bt	0	\$0	\$0		0%	\$0	\$0																
12066012	WOOD, LYNN W & SHIRLEE F - TRUSTEES - ETAL	0.50	-	\$152,500	\$0	\$152,500	\$152,500	13	Commercial	Traffic Light	New Traffic Light	0	\$152,500			100%	\$0	-\$152,500																
120660051	SANDERS, AMY JEAN WOOD DOGART - ETAL	0.61	1,256.00	\$175,000	\$37,000	\$212,000	\$212,000	13	Commercial	Face Lift	Renovate Existing Bt	1256	\$175,000	\$44,400		0%	\$219,400	\$7,400																
120660005	CLEARFIELD CITY MUNICIPAL CORPORATION	1.38	-	\$0	\$0	\$0	\$0	13	Agricultural	Redeveloped Commercial	18725	\$539,879	\$1,371,668	\$205,750	0%	\$2,117,296	\$2,117,296																	
120660094	CLEARFIELD CITY CORPORATION	2.36	-	\$0	\$0	\$0	\$0	13	Agricultural	Redeveloped Commercial	28755	\$928,199	\$2,356,272	\$353,741	0%	\$3,640,212	\$3,640,212																	
120660095	UTAH TRANSIT AUTHORITY	0.51	-	\$0	\$0	\$0	\$0	13	No Change	0	0	\$0			0%	\$0	\$0																	
120660096	KALLAS, GUS J - TRUSTEE	0.54	873.00	\$28,008	\$26,083	\$54,091	\$54,091	13	Residential	Redeveloped Commercial	6508	\$210,062	\$533,704	\$80,056	0%	\$823,821	\$769,730																	

Staff Report



To: Clearfield CDRA Board Members
From: JJ Allen, Assistant City Manager
Date: February 6, 2014
Re: Interlocal Agreement with Mosquito Abatement District – Davis for Clearfield Station CDA

I. RECOMMENDED ACTION

Approve Resolution 2014R-03, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and Mosquito Abatement District – Davis and authorize the Chair’s signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement with Mosquito Abatement District – Davis, implementing the Clearfield Station CDA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the District. The CDRA has already executed similar Interlocal Agreements with Clearfield City, Davis County, and Davis School District, and would also enter into Interlocal Agreements with the other taxing entities affected by the Clearfield Station CDA. The District’s Board will consider the Interlocal Agreement at their February 13 meeting.

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 \$224,000 would be the District’s 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 finalized with other taxing entities over the next few weeks. The first tranche would be triggered no later than 2017.

V. LIST OF ATTACHMENTS

- Resolution 2014R-03
 - Interlocal Cooperation Agreement with Mosquito Abatement District – Davis

RESOLUTION NO. 2014R-03

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

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 Mosquito Abatement District – Davis (the “District”) are “public agencies” for purposes of the Act; and

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

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

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

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Clearfield Community Development and Renewal Agency, Utah this _____ day of _____, 2014.

Chair, Clearfield Community Development and
Renewal Agency

Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **MOSQUITO ABATEMENT DISTRICT--DAVIS**, a political subdivision of the State of Utah (the “Mosquito Abatement District”) in contemplation of the following facts and circumstances:

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

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

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

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

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

F. **WHEREAS**, historically, the 140-acre Project Area has generated a total of \$158,551 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (the “School District”), Mosquito Abatement District--Davis (the “Mosquito Abatement 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, the Mosquito Abatement 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, the Mosquito Abatement 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 Mosquito Abatement District has determined to remit or cause to be remitted 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 Mosquito Abatement District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate and encourage such development activity.

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

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

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

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

6. **Total Payment to Agency.** The Mosquito Abatement District shall either remit or cause to be remitted 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 Mosquito Abatement District is authorized and instructed to pay 75% of the Tax Increment to the Agency annually on the triggered tranches. The remaining 25% portion of the Tax Increment will remain with the Mosquito Abatement District. The Mosquito Abatement District will also maintain 100% of the Tax Increment on parcels within tranches that have not yet been triggered and 100% of the Tax Increment on parcels within tranches that have been triggered for more than twenty years.

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

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

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

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

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

If to Mosquito Abatement District:
Mosquito Abatement District--Davis
Attn: Mosquito Abatement Board
85 North 600 West
Kaysville, UT 84037
Phone: (801) 544-3736

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: CDRA Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700
Facsimile: (801) 525-2869

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

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the Mosquito Abatement District cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then the Agency, and the Mosquito Abatement District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2052.

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

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:

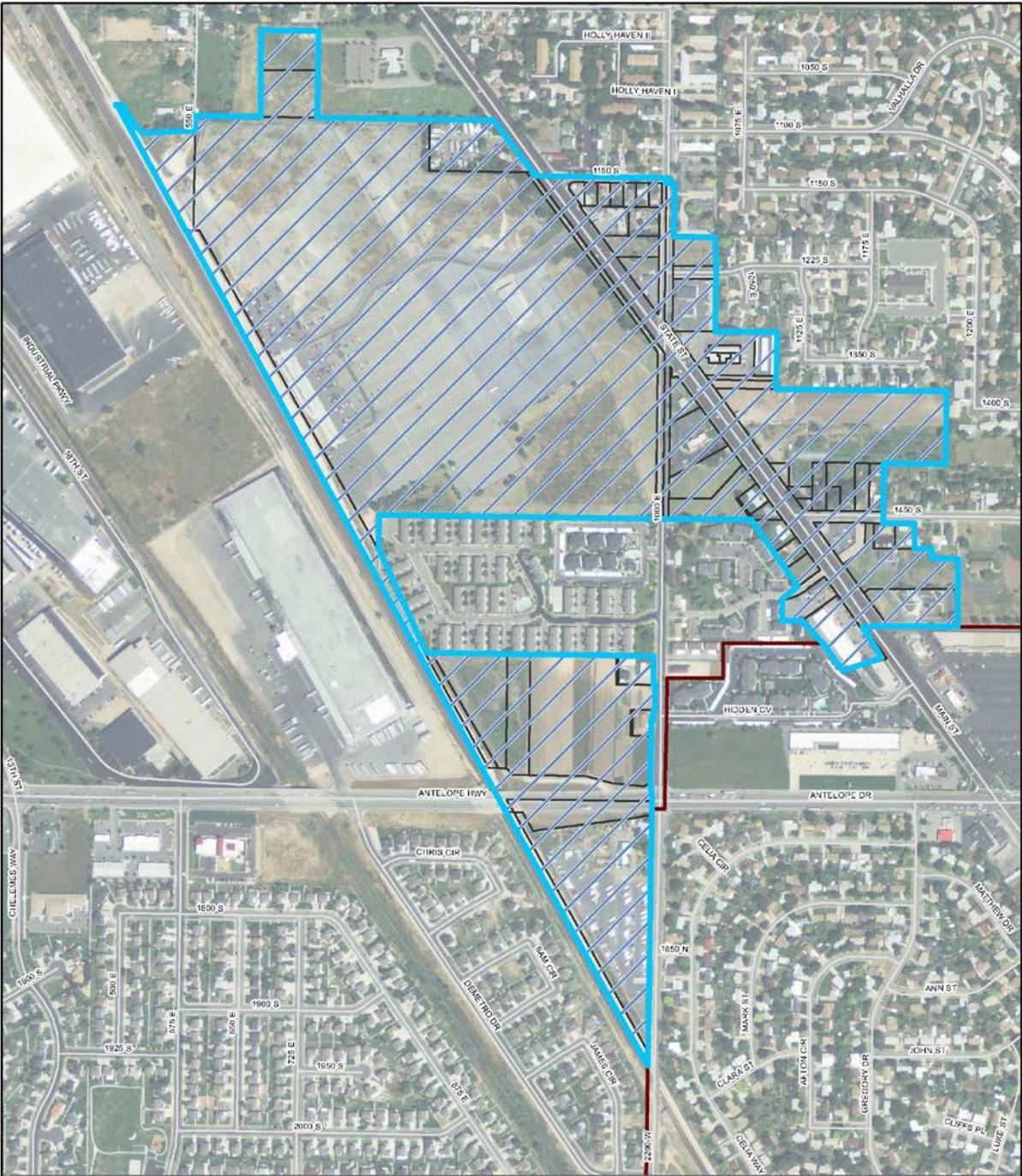
- 1) NORTH 89°42'50" EAST 288.09 FEET;
- 2) SOUTH 0°03'50" WEST 267.33 FEET;
- 3) NORTH 89°59'14" EAST 793.31 FEET;

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

Staff Report



To: Clearfield CDRA Board Members
From: JJ Allen, Assistant City Manager
Date: February 6, 2014
Re: Interlocal Agreement with North Davis Fire District for Clearfield Station CDA

I. RECOMMENDED ACTION

Approve Resolution 2014R-04, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and North Davis Fire District and authorize the Chair's signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement with North Davis Fire District, implementing the Clearfield Station CDA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the District. The CDRA has already executed similar Interlocal Agreements with Clearfield City, Davis County, and Davis School District, and would also enter into Interlocal Agreements with the other taxing entities affected by the Clearfield Station CDA. The District's Board will consider the Interlocal Agreement at their February 20 meeting.

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 \$3.1 million would be the District's 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 finalized with other taxing entities over the next few weeks. The first tranche would be triggered no later than 2017.

V. LIST OF ATTACHMENTS

- Resolution 2014R-04
 - Interlocal Cooperation Agreement with North Davis Fire District

RESOLUTION NO. 2014R-04

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

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

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

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

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

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

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Clearfield Community Development and Renewal Agency, Utah this _____ day of _____, 2014.

Chair, Clearfield Community Development and
Renewal Agency

Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah (the “Fire District”) in contemplation of the following facts and circumstances:

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

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

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

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

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

F. **WHEREAS**, historically, the 140-acre Project Area has generated a total of \$158,551 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (the “School District”), North Davis Fire District (the “Fire 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, the Fire 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, the Fire 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 Fire District has determined to remit or cause to be remitted 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 Fire District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate and encourage such development activity.

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

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

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

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

6. **Total Payment to Agency.** The Fire District shall either remit or cause to be remitted 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 Fire District is authorized and instructed to pay 75% of the Tax Increment to the Agency annually on the triggered tranches. The remaining 25% portion of the Tax Increment will remain with the Fire District. The Fire District will also maintain 100% of the Tax Increment on parcels within tranches that have not yet been triggered and 100% of the Tax Increment on parcels within tranches that have been triggered for more than twenty years.

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

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

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

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

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

If to Fire District:
North Davis Fire District
Attn: Fire Board
381 North 3150 West
West Point, UT 84015
Phone: (801) 525-2850

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: CDRA Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700
Facsimile: (801) 525-2869

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

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the Fire District cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then the Agency, and the Fire District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2052.

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, the Agency shall cause to be published notice regarding this Agreement pursuant to Section 17C-4-2021 of the CDRA 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.

Fire District: NORTH DAVIS FIRE DISTRICT

Attest:

By: _____

Its: Board Chair

Secretary

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

Attorney for North Davis Fire District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____

Its: Board Chair

Secretary

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

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

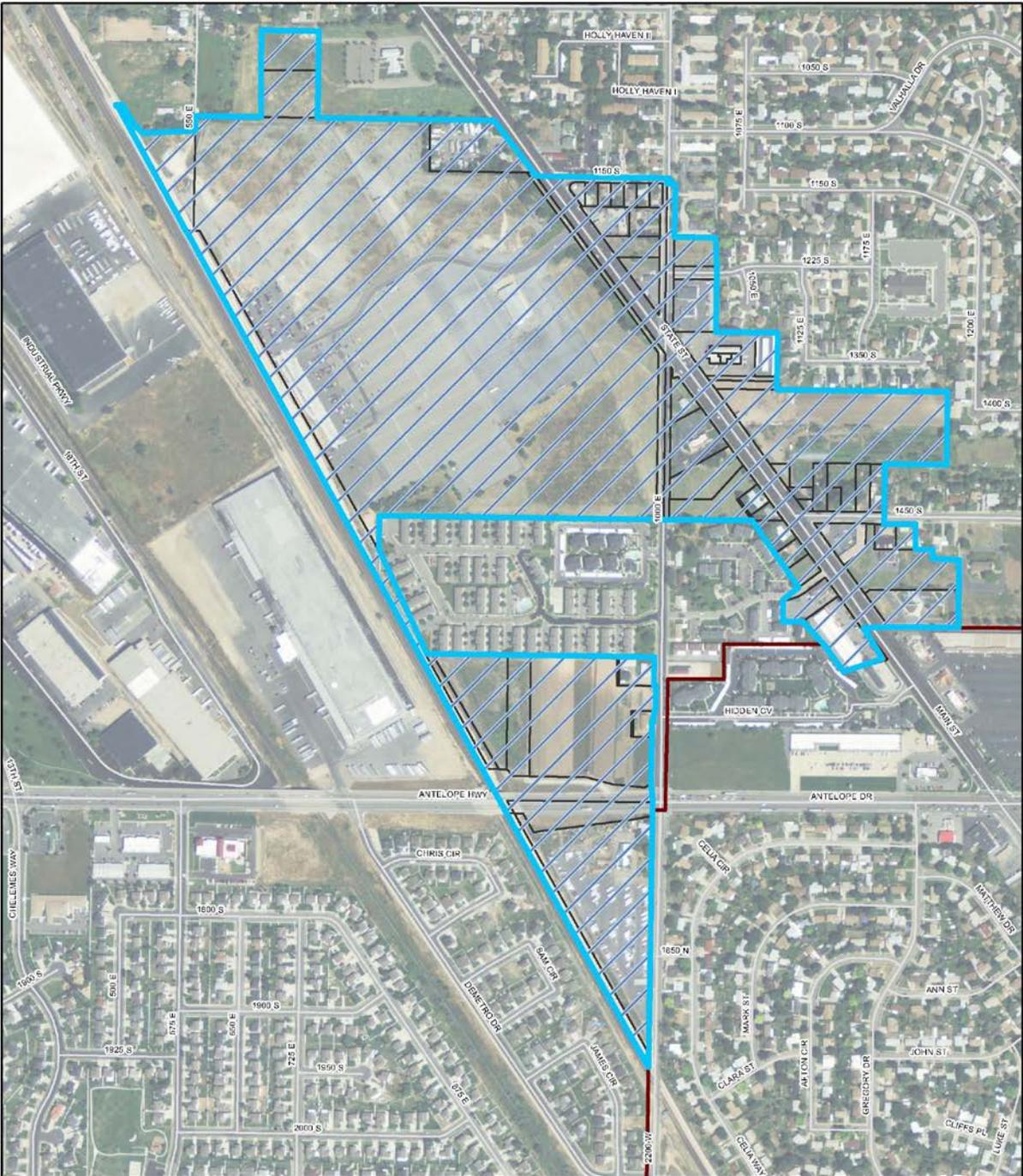
- 1) NORTH 89°42'50" EAST 288.09 FEET;
- 2) SOUTH 0°03'50" WEST 267.33 FEET;
- 3) NORTH 89°59'14" EAST 793.31 FEET;

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

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

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

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



CLEARFIELD STATION PROPOSED CDA

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



LEWIS & YOUNG
ROBERTSON & BURNINGHAM, INC.

0 500 1,000 Feet



EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Draft Project Area Budget

Staff Report



To: Clearfield CDRA Board Members
From: JJ Allen, Assistant City Manager
Date: February 6, 2014
Re: Interlocal Agreement with North Davis Sewer District for Clearfield Station CDA

I. RECOMMENDED ACTION

Approve Resolution 2014R-05, approving an Interlocal Cooperation Agreement between the Clearfield Community Development and Renewal Agency (CDRA) and North Davis Sewer District and authorize the Chair’s signature to any necessary documents.

II. DESCRIPTION / BACKGROUND

The Resolution approves an Interlocal Cooperation Agreement with North Davis Sewer District, implementing the Clearfield Station CDA Plan and Budget. This Interlocal Agreement is the instrument that authorizes the CDRA to capture, for the terms and purposes specified in the Project Area Plan and Budget, tax increment that would otherwise go to the District. The CDRA has already executed similar Interlocal Agreements with Clearfield City, Davis County, and Davis School District, and would also enter into Interlocal Agreements with the other taxing entities affected by the Clearfield Station CDA. The District’s Board will consider the Interlocal Agreement at their February 13 meeting.

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 \$2.2 million would be the District’s 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 finalized with other taxing entities over the next few weeks. The first tranche would be triggered no later than 2017.

V. LIST OF ATTACHMENTS

- Resolution 2014R-05
 - Interlocal Cooperation Agreement with North Davis Sewer District

RESOLUTION NO. 2014R-05

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

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

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

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

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

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

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Clearfield Community Development and Renewal Agency, Utah this _____ day of _____, 2014.

Chair, Clearfield Community Development and
Renewal Agency

Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **NORTH DAVIS SEWER DISTRICT**, a political subdivision of the State of Utah (the “Sewer District”) in contemplation of the following facts and circumstances:

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

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

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

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

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

F. **WHEREAS**, historically, the 140-acre Project Area has generated a total of \$158,551 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (the “School District”), North Davis Sewer District (the “Sewer 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, the Sewer 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, the Sewer 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 Sewer District has determined to remit or cause to be remitted 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 Sewer District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate and encourage such development activity.

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

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

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

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

6. **Total Payment to Agency.** The Sewer District shall either remit or cause to be remitted 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 Sewer District is authorized and instructed to pay 75% of the Tax Increment to the Agency annually on the triggered tranches. The remaining 25% portion of the Tax Increment will remain with the Sewer District. The Sewer District will also maintain 100% of the Tax Increment on parcels within tranches that have not yet been triggered and 100% of the Tax Increment on parcels within tranches that have been triggered for more than twenty years.

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

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

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

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

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

If to Sewer District:
North Davis Sewer District
Attn: Board of Trustees
4252 West 2200 South
Syracuse, UT 84075
Phone: (801) 825-0712
Facsimile: (801) 773-6320

If to Agency:
Clearfield Community Development and Renewal Agency
Attn: CDRA Board
55 South State Street
Clearfield, UT 84015
Phone: (801) 525-2700
Facsimile: (801) 525-2869

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

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

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

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

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

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

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the Sewer District cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then the Agency, and the Sewer District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Thirty-five.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2052.
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, the Agency shall cause to be published notice regarding this Agreement pursuant to Section 17C-4-2021 of the CDRA 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.

Sewer District: NORTH DAVIS SEWER DISTRICT

Attest:

By: _____
Its: Board Chair

Clerk

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

Attorney for North Davis Sewer District

Agency: CLEARFIELD COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Attest:

By: _____
Its: Board Chair

Secretary

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

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

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

THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

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

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

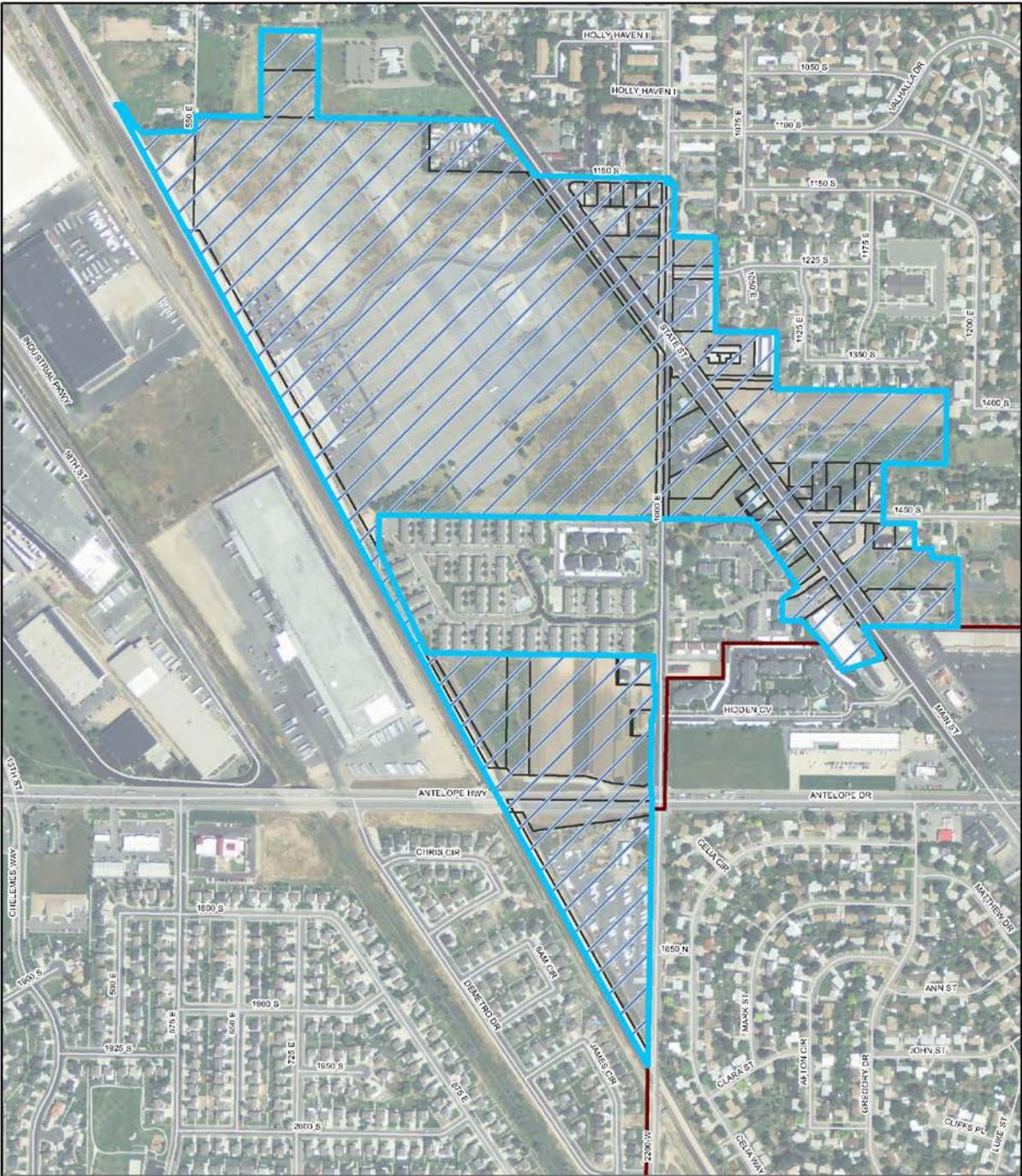
THENCE LEAVING SAID SUBDIVISION SOUTH 0°00'46" EAST 336.33 FEET; THENCE SOUTH 89°59'18" WEST 288.88 FEET; THENCE SOUTH 0°32'39" EAST 277.84 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°27'21" EAST 143.98 FEET; THENCE LEAVING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

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

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

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

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



CLEARFIELD STATION PROPOSED CDA

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



LEWIS & YOUNG
ROBERTSON & BURNINGHAM, INC.

0 500 1,000 Feet



EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Draft Project Area Budget